CITY OF LINCOLN
2026 REGULAR MEETING - CITY COUNCIL / LINCOLN REDEVELOPMENT SUCCESSOR AGENCY / LINCOLN PUBLIC FINANCING AUTHORITY*
August 25, 2026

AS A COURTESY, PLEASE TURN OFF ALL CELL PHONES & ELECTRONIC DEVICES DURING THE MEETING

-COUNCIL MEETING AGENDA-

6:00 PM

Mayor Richard Pearl
Mayor Pro Tem Whitney Eklund **Councilmember Holly Andreatta**
Councilmember Ben Brown **Councilmember John Reedy**

City Hall (Extremely Limited Seating Capacity)
3rd Floor Council Chambers
600 Sixth Street
Lincoln, CA 95648

or attend via

ZOOM
register by using this link:
https://us06web.zoom.us/webinar/register/WN_L1sVeRjjSwaygN5OEfk5ew
or participate by calling US: +1 (669) 900-6833
use ID #842 1355 6096
and use *9 to raise hand to speak

EXECUTIVE TEAM

Sean Scully, City Manager	Doug White, Special Counsel
Nita Wracker, Asst. City Manager / Finance Director	Matt Alves, Police Chief
Jennifer Brown, Chief Innovation & Tech. Officer	Vin Cay, City Engineer
Erin Frye, Econ. Dev. & Communication Specialist	Kathryn Hunt, Library Services Director
Hope Ithurburn, City Clerk	Matthew Medill, Public Works Director
Veronica Rodriguez, Human Resources Director	Anthony Mejia, Fire Chief

MISSION STATEMENT: To provide the highest level of service responsive to our community's expectations and to enhance the quality of life and economic vitality.

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the City Council Agenda pursuant to the Brown Act, Government Code § 54954.2(a) is on the public kiosk outside the entrance of City Hall, 600 6th Street, Lincoln, California. City Council Agenda Packets are available for review at the City Clerk's Office, 600 6th Street, Lincoln, California, and "Live and Archived" meetings, minutes and videos are available on the City's website at www.Lincolnca.gov. City Council Meetings are televised live 6:00PM on Cable channel 18.

Public Input: Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker card to City staff. Speaker cards are available near the entrance of the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item not appearing on the agenda will be called upon during "Public Comment on Non-Agenda Items." In either case, please stand to be recognized by the Mayor when your name is called. Please note: comments from the audience without coming to the podium may be disregarded or ruled out of order. All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.

Special Meeting Public Input: Only issues listed on a special meeting agenda may be addressed pursuant to the Brown Act's regulation of Special Meetings.

Consent Agenda: All matters on the Consent Agenda are considered routine business and will be enacted by one motion. There will be no separate discussion of these items unless a member of the City Council requests a specific item be removed from the Consent Agenda for separate action. Any items removed will be considered after the remainder of the Consent Agenda.

Judicial Review: Pursuant to applicable laws and regulations, including without limitation, California Government Code § 65009 and/or California Public Resources Code § 21177, if you wish to challenge in court any of the decisions made by the City Council, including any action regarding planning, zoning or environmental decisions, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

1. CLOSED SESSION - 4:00pm

1.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. S-CV-0053711)

1.B CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code §54956.9

Name of Case: (Lawyer v. County of Placer et al., Placer County Superior Court Case No. S-CV0055639)

1.C CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code §54956.9(d)(4): Two (2) potential case

1.D **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9
Name of Case: (Khachadourian v. Cook, et al., Placer County Superior Court Case No. S-CV-0051202)

1.E **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** (Gov. Code, § 54956.8)
Property: APN 021-321-083
Agency Negotiator: Nita Wracker, Assistant City Manager
Negotiating Parties: EAH Housing/Kids First
Under Negotiations: Price, terms of payment or both

2. CALL TO ORDER

3. ROLL CALL

4. PUBLIC COMMENT (CLOSED SESSION AGENDA ITEMS ONLY)

GENERAL SESSION - 6:00pm

INSPIRATION OR INVOCATION

5. CALL TO ORDER

6. ROLL CALL

7. PLEDGE OF ALLEGIANCE

8. REPORT FROM CLOSED SESSION (if any)

9. AGENDA MODIFICATIONS

10. PRESENTATIONS

10.A Recognition of Lincoln Youth Global Disc Golf Champions

11. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL ***All speakers' time will be limited to three (3) minutes, unless extended by the Mayor. All comments or questions should be addressed to the Mayor and in most cases, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda, but may engage in brief discussion, provide direction to City staff, or schedule items for future meetings.***

12. CONSENT

12.A Approval of Meeting Minutes of July 28, 2026 Regular City Council Meeting. (Hope Ithurburn)

12.B Approval of Meeting Minutes of August 11, 2026 Regular City Council Meeting. (Hope Ithurburn)

12.C Adopt a Resolution to Accept the Grant Deeds for Open Space Lots 7 and 8 within

the Meadowlands Project. (Michelle Scoma)

12.D Adopt Two Resolutions:1) Approving Annexation No. 30 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services) 2) Approving Annexation No. 18 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services). (Michael Durkee)

12.E Adopt a Resolution Authorizing the City Manager to Execute First Amendment to Option and Tower Structure License Agreement with New Cingular Wireless PCS, LLC extending the agreement an additional twelve (12) months. (Nita Wracker)

12.F Adopt a Resolution Designating Councilmember Holly Andreatta as the City of Lincoln's Voting Delegate and Councilmember Ben Brown as the Alternate at the League of California Cities (Cal Cities) 2026 Annual Conference. (Hope Ithurburn)

12.G Adopt a Resolution Accepting the Police Department Parking Lot Expansion Capital Improvement Project (CIP) 626 as Complete and Authorizing the City Clerk to File the Notice of Completion with the Placer County Recorder. (Jonnelyn Espartero)

12.H Adopt a Resolution Approving the Reclassification of a Senior Civil Engineer Position to Engineering Manager in the Engineering Department. (Veronica Rodriguez)

13. INFORMATION ITEMS AND DISCLOSURES

14. PUBLIC HEARINGS

15. GENERAL BUSINESS

15.A Authorizing the Issuance of a Response to the Placer County Grand Jury (PCGJ) 2025-2026 Report titled "Public Communication by Placer County Cities - Correctable Deficiencies" (Sean Scully)

15.B Adopt a Resolution Authorizing the City Manager or Designee to Enter into a Pledge Agreement and Amendment to the School Facilities Agreement Between the City of Lincoln, Lincoln Land Holding, Western Placer Unified School District and the South Placer Regional Transportation Authority for the Deferral of up to 50% of Tier II SPRTA Development Fees. (Nita Wracker)

15.C Adopt a Resolution Approving the Reclassification of the Police Department's Public Safety Director Position to Police Chief and Adopt the Revised Police Chief Salary Schedule. (Veronica Rodriguez)

16. CITY MANAGER REPORTS

17. COUNCIL INITIATED BUSINESS

18. COMMITTEE REPORTS

19. ADJOURNMENT

NOTE: *Materials related to an item on this Agenda submitted to the Council/Redevelopment Successor Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 600 Sixth Street, Lincoln, CA during normal business hours. Such documents are also available on the City of Lincoln's website at https://www.lincolnca.gov/ subject to staff's availability to post the documents before the meeting.*

In compliance with the American with Disabilities Act, the City will provide special assistance for disabled members of the public. The meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the City Clerk's Office at (916) 434-2490. As a courtesy, please make every effort to inform the Clerk of your needs at least 24 hours prior to the meeting so the City may make reasonable arrangements to ensure accessibility to this meeting.

Pursuant to applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (including any action regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

Levine Act Provisions -- The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Lincoln that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officer totaling more than $500 within the 12 months before the City decision. This includes contributions to Councilmembers, Planning Commissioners and members of other City boards and commissions.

STAFF REPORT

Item Number 10.A

SUBJECT:	Recognition of Lincoln Youth Global Disc Golf Champions
SUBMITTED BY:	City Clerk
DEPARTMENT:	City Manager's Office
DATE:	August 25, 2026

STAFF REPORT

Item Number 12.A

SUBJECT: Approval of Meeting Minutes of July 28, 2026 Regular City Council Meeting. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: August 25, 2026

ATTACHMENTS:
1.DRAFT - MEETING MINUTES, 7.28.2026.docx

MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
July 28, 2026

1. CLOSED SESSION MEETING – 5:00pm

1.A **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:**

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. SCV-0053711)

1.B **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code §54956.9(d)(4): One (1) potential case

1.C **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Gov. Code §54954.5) Title: Interim City Attorney

2. CALL TO ORDER - The meeting was called to order by Mayor Pearl at 5:03pm at City Hall, 600 6th Street, Lincoln, CA in the Council Chambers and offered virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18. Closed session was held in the 3rd floor conference room.

3. ROLL CALL Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

4. PUBLIC COMMENT ON CLOSED SESSION

The following provided public comment:

Sela Greenhouse, Lincoln resident

Council recessed to Closed Session at 5:13pm.

GENERAL SESSION – 6:00pm

The meeting was conducted in person at City Hall, 600 6th Street, Lincoln, CA, and virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18.

5. CALL TO ORDER by Mayor Pearl at 6:09pm.

6. ROLL CALL: Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown

Whitney Eklund
John Reedy

7. REPORT FROM CLOSED SESSION (if applicable) – no reportable action, direction was provided to staff.

8. PLEDGE OF ALLEGIANCE – led by Tony Frayji.

9. AGENDA MODIFICATIONS

Mayor Pearl noted that City Manager comments will take place following public comments. Nita Wracker, Assistant City Manager noted modifications were made to Agenda Item 14.A and 14.B.

10. PRESENTATIONS

10.A Firefighters Burn Institute Fill the Boot Plaque Presentation.

Joe Pick with the Firefighters Burn Institute presented to Council.

10.B Community Calendar Presentation.

Jennifer Brown, Chief Innovation & Technology Officer presented to Council.

The following provided public comment:
Sela Greenhouse, Lincoln resident via Zoom

11. INFORMATION ITEMS AND DISCLOSURES - none.

12. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL

The following provided public comment:

Stan Nader, Lincoln resident
David Peterson, Lincoln resident
Sierra Grimes, Lincoln resident
Shanti Landon, Placer County Board of Supervisor
Sela Greenhouse, Lincoln resident via Zoom

Following public comments, City Manager Scully introduced a promotional video highlighting the recent amendment to the Police Department's uniform policy which now includes cowboy hats.

13. CONSENT

Mayor Pearl asked if any members of Council or staff would like to pull any items from the consent agenda. Councilmember Brown requested Agenda Item 13.L be pulled.

13.A Receive and File the City of Lincoln Quarterly Treasurer's Report.

13.B Adopt **Resolution 2026-115** Creating CIP T254 - SCADA Refresh and Upgrade; Authorizing the City Manager to Execute a Contract for Services with AIC for the Server Refresh, Cyber Hardening, and Upgrade of the SCADA System for Water and Wastewater in an Amount Not to Exceed $173.778.00, Including a 10% Contingency; and Authorizing a Budget Augmentation in the Amount of $253,778.00.

13.C Adopt **Resolution 2026-116** Authorizing the City Manager or Designee to Accept a Grant Award from Department of California Highway Patrol Cannabis Tax Fund Grant Program.

13.D Adopt **Resolution 2026-117** Authorizing the City Manager or Designee to Accept a $50,000 Grant from the California Office of Traffic Safety for the 2026 Police Traffic Services Grant Program, Selective Traffic Enforcement Program (STEP).

13.E Adopt **Resolution 2026-118** Authorizing the City Manager to Accept the Dedication of a Public Water Meter Easement from Pappas Arizona, LP for Infrastructure within the Twelve Bridges Arco Project.

13.F Adopt **Resolution 2026-119** Authorizing the City Manager to Accept the Dedication of a Slope Easement from Western Placer Unified School District (WPUSD) within the Education Foundation Project.

13.G Adopt **Resolution 2026-120** Authorizing the City Manager to Execute a Public Facilities Element Fee Credit Agreement with Elliott Homes, Inc. for Transportation and Water PFE Facilities Associated with the Turkey Creek Estates project.

13.H Adopt **Resolution 2026-121** Authorizing the City Manager to Execute a Public Facilities Element Fee Credit Agreement with Taylor Morrison of California, LLC for Transportation, Wastewater, and Water PFE Facilities Associated with the Esplanade Project.

13.I Adopt **Resolution 2026-122** Authorizing the City Manager to Enter into Agreements with Vendors and Encumber Funds for Authorized Expenditures to Provide Goods and/or Services as Funded in the 2026/27 Budget.

13.J Adopt **Resolution 2026-123** Rescinding Resolution 2026-086 and adopting a Resolution Requesting the Auditor-Controller of Placer County to Attach for Collection on the County Tax Rolls, Those Taxes, Assessments, Fees and/or Charges for Community Facilities District Nos. 2004-1, 2004-2, 2018-1, and 2018-2 Special Taxes for Fiscal Year 2026/2027.

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13.K Adopt **Resolution 2026-124** Rescinding Resolution 2026-087 and Adopt a Resolution Requesting Placer County Collect the Charges for the Following Districts on the Fiscal Year 2026-27 Property Tax Roll: Community Facilities District Nos. 1998-1, 2006-1 Improvement Area 1, 2006-1 Improvement Area 2, 2003-1 Series 2018, 2005-1 Sorrento Project, 2010-1; 2019-1 Independence at Lincoln; 2025-1 Joiner Ranch East; Foskett Ranch Assessment District No. 2004-3; Twelve Bridges Assessment District Nos. 1995-1 Series 1999, and 1995-1 Series 2001 Special Taxes on Placer County Property Tax Roll.

13.L ***Pulled.**

Mayor Pearl called for a motion of approval of items 13.A – 13.K. Councilmember Andreatta motioned to approve, motion was seconded by Councilmember Brown. Passed by the following voice vote:

Ayes:	Andreatta, Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	None
Abstain:	None

13.L Adopt **Resolution 2026-125** Supporting the Nomination of Census Tract 06061021403 for Designation Under Federal Opportunity Zone 2.0 Program.

Nita Wracker, Assistant City Manager presented the item to Council with Daniella Stepek, Economic Specialist also providing comments.

Mayor Pearl called for a motion of approval. Councilmember Brown motioned to approve, motion was seconded by Councilmember Andreatta. Passed by the following voice vote:

Ayes:	Andreatta, Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	None
Abstain:	None

14. PUBLIC HEARINGS

14.A Windsor Cove Project

1. Determine that the Project is Exempt from the California Environmental Quality Act (CEQA).
2. Consider Waiving First Reading and Introduce by Title Only an Ordinance Amending the Village 5 General Development Plan.
3. Adopt **Resolution 2026-126** Approving the Windsor Cove Large Lot Tentative Subdivision Map.

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4. Adopt **Resolution 2026-127** Approving the Windsor Cove Small Lot Tentative Subdivision Map.

The following provided public comment:
Tony Frayji, Frayji Design Group
Taja Mann, Lincoln resident
Sela Greenhouse, Lincoln resident via Zoom

Mayor Pearl called for a motion of approval. Councilmember Reedy motioned to approve Items 1 – 4 noting the revision of Item 2 as stated for the record. Motion was seconded by Mayor Pro Tem Eklund. Passed by the following voice vote:

Ayes:	Andreatta, Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	None
Abstain:	None

14.B Village 7B Amendments Project

1. Adopt **Resolution 2026-128** for the Proposed Addendum and Updated Mitigation Monitoring Plans (MMPs) for the Certified 2010 Village 7 Specific Plan. Environmental Impact Report (EIR) (SCH No. 2005062001) and the 2017 Village 5 Specific Plan EIR (SCH No. 2014052071).

2. Adopt **Resolution 2026-129** Approving of the Village 7 Specific Plan Amendment.

3. Adopt **Resolution 2026-130** Approving of the Village 5 Specific Plan Amendment.

4. Consider Waiving First Reading and Introduce by Title Only an Ordinance Amending the Village 7 General Development Plan.

5. Consider Waiving First Reading and Introduce by Title Only an Ordinance Amending the Village 5 General Development Plan.

6. Adopt **Resolution 2026-131** Authorizing the Submittal of an Application to the Placer County Local Area Formation Commission (LAFCO) for the Formal Annexation of a Portion of the Adopted Village 5 Specific Plan Area and a Portion of the Adopted Village 7 Specific Plan area.

Mikaela Noble, Associate Planner presented the agenda item and introduced Nick Pappani from Raney Consultants who also presented to Council.

Councilmember Brown left the dais at 7:39pm and returned at 7:41pm.

The following provided public comment:
Phil Rodriguez, Lewis Group
Sela Greenhouse, Lincoln resident via Zoom

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Mayor Pearl called for a motion of approval. Councilmember Andreatta motioned to approve (noting the revision to Exhibit A), motion was seconded by Mayor Pro Tem Eklund. Passed by the following voice vote:

Ayes:	Andreatta, Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	None
Abstain:	None

15. GENERAL BUSINESS

15.A Adopt the Lincoln Economic Development Action Plan 2030.

Daniella Stepek, Economic Development Specialist presented to Council with a lengthy discussion following.

Councilmember Andreatta left the dais at 7:53pm and returned at 7:55pm.

The following provided public comment:
Stan Nader, Lincoln resident
Sela Greenhouse, Lincoln resident via Zoom

Mayor Pearl called for a motion of approval. Mayor Pro Tem Eklund motioned to approve, motion was seconded by Councilmember Reedy. Passed by the following voice vote:

Ayes:	Andreatta, Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	None
Abstain:	None

15.B Sewer Master Plan Update.
Engineering Manager, Araceli Cazarez presented to Council with a lengthy discussion following.

The following provided public comment:
Sela Greenhouse, Lincoln resident via Zoom

16. CITY MANAGER REPORTS

Manager Scully reported that the following items will be presented to Council at an upcoming City Council meeting: airport operational management, AI policy, Chatbot, and cell phone towers.

17. COUNCIL INITIATED BUSINESS
Councilmember Andreatta reminded all of an upcoming Sacramento Valley's California Cities meeting. Mayor Pro Tem Eklund inquired as to a future commercial cannabis discussion and expressed appreciation to staff for the upcoming cell phone tower discussion.

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18. COMMITTEE REPORTS

Councilmember Andreatta reported on an upcoming Greater Sacramento Economic Council (GSEC) meeting. Mayor Pearl reported on a recently attended Airport Committee meeting and a Pioneer Community Energy meeting.

19. **ADJOURNMENT**

The meeting was adjourned at 9:11pm to the Regular City Council meeting on August 11, 2026, at 6:00pm in the Council Chambers, 600 6th Street, Lincoln.

Respectfully submitted by Hope Ithurburn, City Clerk

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Hope Ithurburn, City Clerk

DRAFT

STAFF REPORT

Item Number 12.B

SUBJECT: Approval of Meeting Minutes of August 11, 2026 Regular City Council Meeting. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Clerk's Office

DATE: August 25, 2026

ATTACHMENTS:
FINAL - DRAFT - MEETING MINUTES, 8.11.2026.docx

MINUTES
CITY OF LINCOLN CITY COUNCIL,
PUBLIC FINANCE AUTHORITY
and REDEVELOPMENT SUCCESSOR AGENCY
Regular Meeting
August 11, 2026

1. CLOSED SESSION MEETING – 5:00pm

1.A **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:**

Pursuant to Government Code §54956.9

Name of Case: (City of Lincoln v. The Gathering Inn, et al., Placer Superior Court Case No. SCV-0053711)

1.B **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** (Gov. Code, § 54956.8)
Property: APN 021-321-083
Agency Negotiator: Nita Wracker, Assistant City Manager
Negotiating Parties: EAH Housing
Under Negotiations: Price, terms of payment or both

1.C **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to Government Code §54956.9
Name of Case: (Khachadourian v. Cook, et al., Placer County Superior Court Case No. S-CV-0051202)

2. CALL TO ORDER - The meeting was called to order by Mayor Pearl at 5:04pm at City Hall, 600 6th Street, Lincoln, CA in the Council Chambers and offered virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18. Closed session was held in the 3rd floor conference room.

3. ROLL CALL Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

4. PUBLIC COMMENT ON CLOSED SESSION – none.

Council recessed to Closed Session at 5:05pm.

GENERAL SESSION – 6:00pm
The meeting was conducted in person at City Hall, 600 6th Street, Lincoln, CA, and virtually on Zoom with a Live Stream on the City of Lincoln YouTube Channel and WAVE Channel 18.

5. CALL TO ORDER by Mayor Pearl at 6:10pm.

6. ROLL CALL: Councilmembers present:

Mayor Richard Pearl
Holly Andreatta
Ben Brown
Whitney Eklund
John Reedy

7. REPORT FROM CLOSED SESSION (if applicable) – no reportable action, direction was provided to staff.

8. PLEDGE OF ALLEGIANCE – led by David Peterson.

9. AGENDA MODIFICATIONS
Request for item 10.A to be presented at the August 25th meeting and item 13.C was pulled and will be presented at a future meeting.

10. PRESENTATIONS

10.A Recognition of Lincoln Youth Global Disc Golf Champions.
To be presented at the August 25th meeting.

10.B CivicBot Presentation.

Chief Innovation & Technology Officer Jennifer Brown introduced Papantzin Cid-Kochis, GIS Analyst II who presented to Council with a lengthy discussion following.

11. INFORMATION ITEMS AND DISCLOSURES

Councilmember Brown reported positive feedback from Lincoln Servies regarding the newly developed community calendar. Councilmember Andreatta reported on a recently attended Sacramento Valley League of California Cities meeting and the recent Bike Park opening. City Manager Scully provided an update on the bear wandering through the neighboring communities.

12. PUBLIC COMMENT ON NON-AGENDA ITEMS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COUNCIL

The following provided public comment:

Dennis Zaro, Lincoln resident
Evan Faddis, Lincoln resident
Stan Nader, Lincoln resident
Fran Neves, Lincoln resident via Zoom

13. CONSENT

Mayor Pearl asked if any members of the City Council or staff would like to pull any items from the consent agenda; none were pulled.

13.A Adopt **Resolution 2026-133** Authorizing the City Manager to Execute a Contract for Construction with M-3 Construction, Inc. in the Amount of $184,000 for the Beermann Plaza Trash Enclosure Project and Authorizing the City Engineer to Approve Change Orders Not to Exceed $36,800.

13.B Adopt **Resolution 2026-134** Augmenting Revenue Accounts to Reflect the California Library Literacy Services Grant Award Received by the Library for a Total Award Amount of $38,076.00.

13.C *PULLED – to be presented at a future meeting. Adopt a Resolution Authorizing the City Manager to Execute First Amendment to Option and Tower Structure License Agreement with New Cingular Wireless extending the agreement an additional twelve (12) months.

13.D Waive Full Reading and Adopt by Title Only **ORDINANCE 1108B** Amending the Village 7 General Development Plan and Waive Full Reading and Adopt by Title Only **ORDINANCE 1109B** Amending the Village 5 General Development Plan for the Village 7B Amendments Project.

13.E Waive Full Reading and Adopt by Title Only **ORDINANCE 1110B** Amending the Village 5 General Development Plan for the Windsor Cove Project.

Mayor Pearl opened public comment; there were no public comments.

Mayor Pearl called for a motion of approval. Councilmember Brown motioned to approve, motion was seconded by Councilmember Andreatta. Passed by the following voice vote:

Ayes:	Andreatta, Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	None
Abstain:	None

14. PUBLIC HEARINGS – none.

15. GENERAL BUSINESS

15.A Adopt **Resolution 2026-135** Approving a Fixed Base Operator and Airport Management Services Agreement with KT Aero CA LLC for Lincoln Regional Airport - Karl Harder Field, Authorizing the City Manager to Execute the Agreement, and Approving Budget Augmentations in the Amounts of $165,000 in FY 2025/26 and $336,250 in FY 2026/27 for the Airport Fund (7500).

Public Works Director Matt Medill introduced the item to Council with Diego Duran of KT Aero providing comments; a lengthy discussion followed. Medill noted several revisions made to the agenda item and related documents with copies of the updated documents provided to the Council and public.

Mayor Pearl opened public comment with the following providing public comment:

Fran Neves, Lincoln resident via Zoom

Mayor Pearl called for a motion of approval. Councilmember Reedy motioned to approve, motion was seconded by Councilmember Andreatta. Passed by the following voice vote:

Ayes:	Andreatta, Brown, Eklund, Pearl, Reedy
Noes:	None
Absent:	None
Abstain:	None

16. CITY MANAGER REPORTS

Manager Scully reported the upcoming street name unveilings honoring former and fallen police chiefs and officers, as well as noted the upcoming retirement of Police Officer Williamson.

17. COUNCIL INITIATED BUSINESS

Mayor Pro Tem Eklund inquired to the cell phone tower project; City Manager Scully provided an update.

18. COMMITTEE REPORTS

Councilmember Andreatta reported on a recently attended a Sacramento Area Council of Government (SACOG) meeting. Mayor Pearl reported on a recently attended Pioneer Energy Committee and an upcoming Airport Committee meeting. Councilmember Brown reported on an upcoming Placer County Transportation Planning Agency (PCTPA) meeting to be held at the end of month.

Council recessed to Closed Session at 8:00pm and returned to Chambers at 9:09pm. Per the City Attorney, there was no reportable action and direction was given to staff.

19. **ADJOURNMENT**

The meeting was adjourned at 9:10pm to the Regular City Council meeting on August 25, 2026, at 6:00pm in the Council Chambers, 600 6th Street, Lincoln.

Respectfully submitted by Hope Ithurburn, City Clerk

_____
Hope Ithurburn, City Clerk

DRAFT

STAFF REPORT

Item Number 12.C

SUBJECT: Adopt a Resolution to Accept the Grant Deeds for Open Space Lots 7 and 8 within the Meadowlands Project. (Michelle Scoma)

SUBMITTED BY: MIchelle Scoma

DEPARTMENT: Engineering

DATE: August 25, 2026

STAFF RECOMMENDATION:
Staff recommends that City Council adopt a resolution to accept the Grant Deeds for Lots 7, 8, and 10 for Open Space purposes within the Meadowlands Project.

The open spaces will be maintained by the City and funded by the CFD 2018-1 (Maintenance Services).

BACKGROUND/INTRODUCTION:
On September 13, 2016, the City Council adopted Resolution 2016-178 which conditionally approved the Meadowlands Large Lot Tentative Map. A condition of development required that Open Space Lots 7, 8, and 10 be dedicated to the City of Lincoln. The Meadowlands Large Lot Final Map was approved by Resolution 2017-277 on December 12, 2017. Lots 7, 8, and 10 are shown on the Meadowlands Large Lot Final Map as recorded in Book DD of Maps, Page 95, Official Records of Placer County (Attachment 2). Per the Large Lot Final Map, these lots were irrevocably offered for dedication to the City in fee title by separate grant deeds.

On December 8, 2020, the CFD 2018-1 (Maintenance Services) was formed with the Meadowlands project. This CFD will provide funding for maintenance of Open Space Lots 7, 8 and 10.

On December 10, 2024, the final unit of the Meadowlands project, Meadowlands Water Quality Pond, was accepted by Resolution 2024-264. Open Space Lots 7, 8, and 10 are the only remaining lots to be accepted by the City of Lincoln to close out the Meadowlands project.

The Developer and current owner of the Meadowlands Project, Jen 14 California LLC, has offered a grant deed for Lots 7 and 8. The Owner of Lot 10, PABCO Building Products LLC, will offer a grant deed for their lot at the appropriate time. Jen 14 California LLC, is requesting that the City of Lincoln accept the grant deeds (as shown in Attachment 3).

FINDINGS/ANALYSIS:
Staff has reviewed the grant deed for Lots 7, 8, and 10 for open space purposes as shown on the Meadowlands Large Lot Final Map. Staff recommends approval of the grant deeds.

FISCAL IMPACT:
The acceptance of the open space lots will increase the infrastructure to be maintained by the City, which will be funded by the CFD 2018-1 (Maintenance Services).

ATTACHMENTS:
Meadowlands Open Space Grant Deeds.Doc3-Attach 2 Final Map.2026Aug25.mscoma.pdf

Meadowlands Open Space Grant Deeds.Doc4-Attach 3 Grant Deeds.2026Aug25.mscoma.pdf

Meadowlands Open Space Grant Deeds.Doc2-Attach 1 Resolution.2026Aug25.mscoma KS REV.docx

FINAL MAP NO. 2017-277
MEADOWLANDS
LARGE LOT SUBDIVISION

BEING A SUBDIVISION OF RESULTANT PARCELS 1 & 2,
AS DESCRIBED IN THE GRANT DEED RECORDED AS
DOCUMENT NO. 2017-0095648, & 2017-0095649
OFFICIAL RECORD OF PLACER COUNTY
LOCATED IN THE S.E. 1/4 OF SECTION 10 AND THE
N.E. 1/4 OF SECTION 15, T.12 N., R.6 E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA
NOVEMBER 2017

485 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP; AND THAT THEY HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE, TO ANY AND ALL PUBLIC USES, 9TH STREET, 12TH STREET AND EAST AVENUE; AND THAT THEY HEREBY IRREVOCABLY OFFER FOR DEDICATION FOR SPECIFIC PURPOSES THE FOLLOWING:

A. ASHWOOD COURT, C STREET, PARK DRIVEWAY AND GLADDING PARKWAY FOR PUBLIC ROAD PURPOSES.

B. PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, STORM DRAIN AND SANITARY SEWER, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, TELEPHONE, TELECOMMUNICATION AND TRAFFIC CONTROL, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO; ON, OVER, UNDER AND ACROSS LOTS J, K, Q, R, S AND T AND THOSE STRIPS OF LAND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

C. IN FEE TITLE, AS LANDSCAPE AREA, TO THE CITY OF LINCOLN BY SEPARATE GRANT DEED TO THE CITY PRIOR TO ACCEPTANCE OF IMPROVEMENTS FOR CITY MAINTENANCE, ALL THE LAND SHOWN HEREON AND DESIGNATED AS LOTS J, K, Q, R, S AND T.

D. IN FEE TITLE, FOR SPECIFIC PURPOSES, TO THE CITY OF LINCOLN BY SEPARATE GRANT DEED TO THE CITY PRIOR TO ACCEPTANCE OF IMPROVEMENTS FOR CITY MAINTENANCE, ALL THE LAND SHOWN HEREON AND DESIGNATED AS FOLLOWS:
LOT 2 – STORM DRAINAGE AND WATER QUALITY; LOT 5 – LINEAR PARK; LOTS 7, 8 & 10 – OPEN SPACE; LOT 9 – PARK

SACRAMENTO REGION COMMUNITY FOUNDATION,
A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION

BY: _____ DATE: 11/8/2017
LINDA B. CUTLER, CEO
PRINT NAME & TITLE

PABCO BUILDING PRODUCTS, LLC,
A NEVADA LIMITED LIABILITY COMPANY

BY: _____ DATE: 11/7/2017
Brian M. Hobby, CFO
PRINT NAME & TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)
ON NOV 7TH ,2017 BEFORE ME, L.M CIRULLO Notary Public
PERSONALLY APPEARED BRIAN M. HOBBY
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN (HIS)~~HER/THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY (HIS)~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____ L.M. CIRULLO (PRINTED NAME) NOTARY PUBLIC
MY PRINCIPAL PLACE OF BUSINESS IS IN SACRAMENTO COUNTY
MY COMMISSION NO. 2045676 EXPIRES: NOV. 12, 2017

CERTIFICATE FOR DEDICATION

(A) SUBDIVIDER DEDICATING PROPERTY: SACRAMENTO REGION COMMUNITY FOUNDATION
955 UNIVERSITY AVENUE #A
SACRAMENTO, CA 95825

(B) DESCRIPTION OF PROPERTY BEING DEDICATED: LOTS 2, 5, 7, 8, 9, 10, J, K, Q, R, S AND T SHOWN HEREON.

(C) PUBLIC AGENCY STATEMENT:
PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF LINCOLN DOES HEREBY CERTIFY THE FOLLOWING: THAT UPON DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY DESCRIBED IN (B) ABOVE IS DEDICATED, NO LONGER EXISTS, THE CITY OF LINCOLN WILL RECONVEY THE PROPERTY TO THE SUBDIVIDER NAMES IN (A) ABOVE, OR THE SUCCESSOR IN INTEREST, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OF PUBLIC UTILITIES.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)
ON Nov. 8 ,2017 BEFORE ME, J. Tillman, Notary Public
PERSONALLY APPEARED Linda B. Cutler
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____ J. Tillman (PRINTED NAME)
MY PRINCIPAL PLACE OF BUSINESS IS IN Sacramento COUNTY
MY COMMISSION NO. 2120873 EXPIRES: Aug 2, 2019

BENEFICIARY'S STATEMENT

PACIFIC COAST BUILDING PRODUCTS, INC., A CALIFORNIA CORPORATION, AS BENEFICIARY OF THE DEED OF TRUST DATED FEBRUARY 20, 2009, RECORDED AUGUST 3, 2009 AS INSTRUMENT NO. 2009-0068185, OFFICIAL RECORDS OF PLACER COUNTY.

PACIFIC COAST BUILDING PRODUCTS, INC., A CALIFORNIA CORPORATION

BY: _____
DALE WALDSCHMITT, CFO
PRINT NAME AND TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)
ON NOV. 7TH ,2017 BEFORE ME, L.M. CIRULLO - NOTARY - PUBLIC
PERSONALLY APPEARED DALE WALDSCHMITT
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE SAME IN (HIS)~~HER/THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY (HIS)~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____ L.M. CIRULLO (PRINTED NAME)
MY PRINCIPAL PLACE OF BUSINESS IS IN SACRAMENTO COUNTY
MY COMMISSION NO. 2045676 EXPIRES: NOV 12, 2017

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NIEMI DEVELOPMENT PARTNERS, LLC IN SEPTEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2017; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ DATE: 11/3/17
JOHN E. KLAMM, L.S. 7375
LICENSE EXPIRES 12/31/17

PROFESSIONAL LAND SURVEYOR · JOHN E. KLAMM · No. 7375 · Exp. 12-31-17 · STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I RAYMOND A. LEFTWICH, CITY ENGINEER, CITY OF LINCOLN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "MEADOWLANDS LARGE LOT SUBDIVISION", CITY OF LINCOLN, STATE OF CALIFORNIA, COMPRISED OF 6 SHEETS; AND THAT THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ DATE: 12/6/17
RAYMOND A. LEFTWICH
CITY ENGINEER, CITY OF LINCOLN
LICENSE EXPIRES: 6/30/18

REGISTERED PROFESSIONAL ENGINEER · RAYMOND A. LEFTWICH · 62914 · Exp. 6/30/18 · CIVIL · STATE OF CALIFORNIA

x Registered Professional Engineer
State of California
Raymond A. Leftwich
62914
Exp. 6/30/18
CIVIL

CITY'S SURVEYOR STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

_____ DATE: 12/6/2017

LICENSED LAND SURVEYOR · STEPHEN D WILLIAMS · LS 8878 · Exp. 3/30/18 · STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF LINCOLN HAS APPROVED THIS FINAL MAP OF "MEADOWLANDS LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, 9TH STREET, 12TH STREET AND EAST AVENUE.

THE CITY COUNCIL HEREBY CONSENTS TO THE RECORDATION OF THE IRREVOCABLE OFFERS OF DEDICATION (I.O.D.) FOR ASHWOOD COURT, C STREET, PARK DRIVEWAY, GLADDING PARKWAY AND THE PUBLIC UTILITY EASEMENTS SHOWN HEREON. THE CITY DOES NOT ACCEPT SAID IRREVOCABLE OFFERS OF DEDICATION AT THIS TIME, BUT RESERVES THE RIGHT TO DO SO IN THE FUTURE. THE CITY COUNCIL HAS APPROVED THE ABANDONMENT OF A PORTION OF 9TH STREET AS LISTED IN NOTE 4 ON SHEET 2.

_____ DATE: 12/18/2017
GWEN SCANLON
CITY CLERK, CITY OF LINCOLN

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF December ,2017, AT 9:42 AM IN BOOK DD OF MAPS, AT PAGE 95 , PLACER COUNTY RECORDS, AT THE REQUEST OF TSD ENGINEERING, INC.

DOCUMENT NO. 2017-0102227 .

RYAN RONCO
PLACER COUNTY RECORDER

FEE: $23.00

BY: _____
DEPUTY

FINAL MAP NO. 2017-277
MEADOWLANDS
LARGE LOT SUBDIVISION

BEING A SUBDIVISION OF RESULTANT PARCELS 1 & 2, AS DESCRIBED IN THE GRANT DEEDS RECORDED AS DOCUMENTS NO. 2017-0095648 & 2017-0095649, OFFICIAL RECORDS OF PLACER COUNTY LOCATED IN THE S.E. 1/4 OF SECTION 10 AND THE N.E. 1/4 OF SECTION 15, T.12 N., R.6 E., M.D.M. CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA NOVEMBER 2017

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

N. 1/4 COR. SEC. 10 FOUND COPPERWELD IN MONUMENT WELL PER (3) STAMPED: (STATION 105)(4)
L.S. 3636 1/4 • S3

(2655.90')(3)
2655.94'

REFERENCES

(1) BOOK 3 OF SURVEYS, AT PAGE 2
(2) BOOK Y OF MAPS, AT PAGE 30
(3) BOOK 31 OF PARCEL MAPS, AT PAGE 22
(4) BOOK 20 OF SURVEYS, AT PAGE 159
(5) VOLUME 1228, PAGE 603, O.R.
(6) VOLUME 387, PAGE 205, O.R.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE CITY OF LINCOLN G.P.S. CONTROL NETWORK, AS SHOWN ON RECORD OF SURVEY NO. 3069, FILED IN BOOK 20 OF SURVEYS, AT PAGE 159, PLACER COUNTY RECORDS, BETWEEN STATIONS 104 AND 108, THE BEARING OF WHICH IS GIVEN AS N68°43'35"E.

(N89°22'28"E
N89°22'02"E
2668.61')(3)
2668.51

FOUND 1" CAPPED IRON PIPE "L.S. 2323"(2)(3)

CENTER 1/4 COR. SEC. 10
BRASS CAP PER (3) STAMPED:
FOUND N89°22'02"E 0.12'
T.12N. R.6E. C 1/4 S•10 2002 L.S.6596

GLADDING ROAD
31 P.M. 22
5316.00')(3)
5316.04'

SHEET 3
LOT 10

LOT 8
LOT 1
LOT 9
LOT 2
LOT 7
LOT 6
LOT J
LOT 3
LOT K
LOT 5
LOT 4
LOT Q
LOT S
LOT R
LOT T

SHEET 4

CARLIN C. COPPIN ELEMENTARY SCHOOL
1228 O.R. 603

30' Y MAPS "THE GROVE"
ASHWOOD WAY
2653.47'(2)
(2653.40')(3)

GLADDING CLAYPIT ROAD
2660.10'(3)
(N00°24'00"W
N00°24'16"W

RESULTANT PARCEL 3
DOC-2017-0090355, O.R.

11470.92'
N68°43'35"E (4)
BASIS OF BEARINGS

SHEET 5

12TH STREET
11TH STREET
10TH STREET
9TH STREET
D ST.
C ST.
B ST.
A ST.
EAST AVENUE
23'
27'
NOT A PART CITY OF LINCOLN 387 O.R. 205
N00°24'46"W
(N00°03'45"E)(2)
(N00°24'33"W)(3)

FOUND BRASS DISK PER (4) STAMPED: (STATION 104)(4)
CITY OF LINCOLN NO. 104 GPS CONTROL MONUMENT

FOUND BRASS DISK IN MONUMENT WELL PER (3) STAMPED: (STATION 108)(4)
T.12N. R.6E. S.9 S.10 S.16 S.15 1987 L.S.4545

S. 1/4 COR. SEC. 10
NOTHING FOUND OR SET
ESTABLISHED BY SINGLE
PROPORTION; LOCATION
FALLS IN BUILDING

2668.92'(2669.07')(3)
N89°13'29"E (N89°13'51"E)(3)
2668.92'(2669.07')(3)
5337.85' (5338.14')(3)

FOUND COPPERWELD IN MONUMENT WELL PER (2) STAMPED:
T.12N. R.6E. S.10 S.11 S.15 S.14 L.S. 3636

9 10 16 15 10 11 15 14

NOTES

1. THE TOTAL AREA FOR THIS SUBDIVISION IS 110.266± ACRES.
2. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE DEVELOPMENT OF ANY LOT SHOWN HEREON MAY REQUIRE SIGNIFICANT ONSITE AND OFFSITE IMPROVEMENTS.
4. PURSUANT TO SECTION 66499.20.2 OF THE CALIFORNIA GOVERNMENT CODE (SUBDIVISION MAP ACT), THE FILING OF THIS MAP SHALL CONSTITUTE A LEGAL MERGER RESUBDIVISION OF THE LAND AFFECTED HEREBY, AND SHALL ALSO CONSTITUTE ABANDONMENT OF THE PUBLIC RIGHT OF WAY NOT SHOWN HEREON. SAID ABANDONMENT SHALL ENCOMPASS THE FOLLOWING:

   A) A PORTION OF THE NORTHERLY 40 FEET OF 9TH STREET LYING ADJACENT TO BLOCKS 1, 12, 13 AND 24, AS SHOWN ON THE MAP OF LINCOLN FILED IN BOOK A OF MAPS, AT PAGE 22, PLACER COUNTY RECORDS

LEGEND

- ○ DIMENSION POINT (NOTHING FOUND OR SET)
- ● FOUND MONUMENT AS NOTED
- ◎ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7375"
- ⌖ SET MAG SPIKE WITH WASHER STAMPED "LS 7375"
- ◆ FOUND SECTION QUARTER MONUMENT AS NOTED
- ■ FOUND SECTION QUARTER CORNER MONUMENT AS NOTED
- ◒ FOUND CENTER OF SECTION MONUMENT AS NOTED
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- (0A) OVERALL DIMENSION
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING

N
W E
S

200 100 0 200 400
SCALE: 1" = 200'

(N89°22'28"E
N89°22'02"E
2668.61')(3)
2668.51'
2087.01'
69.00'
CENTER 1/4 COR. SEC. 10
BRASS CAP PER (3) STAMPED:
FOUND N89°22'02"E 0.12'
PARCEL 6
PARCEL 5
PARCEL 2
31 P.M. 22
30' COUNTY ROAD PER (3)
69' PUBLIC ROAD PER
DOC-2009-0065859, O.R.
1260.97'
N00°24'16"W
GLADDING ROAD

LOT 10
47.144± AC. (GROSS)
45.140± AC. (NET)

N15°56'31"E
88.75'
LOT 8
N27°08'04"E
84.64'
23.98'
N24°28'45"E
86.71'
62.73'
N63°26'44"E 187.53'
SEE SHEET 4
LOT 1
N57°44'29"E
137.70'
43.48'
94.22'
N03°15'44"W
48.40'
N27°08'20"W
65.44'
N00°23'52"W
78.24'
LOT 9
N36°58'48"E
49.95'
N74°20'41"E
88.54'
N19°49'25"E 22.97'
N45°06'48"E 42.73'
N38°41'59"E 45.73'
Δ=44°17'23" L=38.65' R=50.00'
N89°02'13"E
127.18'
S05°54'12"E(R)
S50°11'35"E(R)
LOT 7

N
W
E
S
100 50 0 100 200
SCALE: 1" = 100'

S74°33'52"W 44.23'
S86°57'58"W 24.76'
S54°30'07"W 41.63'
S33°23'56"W 57.88'
S51°51'43"W
140.53'
S89°07'52"W
116.53'
S86°11'46"W 88.94'
S68°47'51"W 42.03'
S31°35'30"W 58.69'
S00°00'15"W 80.39'
S14°05'43"E 42.87'
S08°18'50"E 67.70'
S41°25'25"E 33.53'
S74°11'46"E 28.81'
S60°54'56"E
123.97'
S20°12'04"E 51.49'
S19°34'33"W 68.95'
RESULTANT PARCEL 3
DOC-2017-0090355, O.R.

N86°37'36"W 61.90'
N67°24'08"W 33.11'
N51°00'10"W 43.67'
N35°32'39"W 32.96'
N09°17'42"W 73.25'
N01°13'48"E 61.17'
N01°33'38"W 78.08'
N30°28'52"W 32.34'
N02°32'02"W 8.96'
RESULTANT PARCEL 3
DOC-2017-0090355, O.R.

357.24'
N13°46'26"E
SEE SHEET 4
LOT 2
N89°16'49"E 30.00'
N00°43'11"W
144.48'
N89°16'49"E 38.79'
SEE SHEETS 4 & 5
N07°17'16"E 202.33'
LOT 6

S89°57'21"W 45.20'
N52°29'17"E(R)
N20°38'12"E(R)
2.00'
N69°36'12"W
760.58'
762.58'

FINAL MAP NO. 2017-277

MEADOWLANDS
LARGE LOT SUBDIVISION

BEING A SUBDIVISION OF RESULTANT PARCELS 1 & 2, AS DESCRIBED IN THE GRANT DEEDS RECORDED AS DOCUMENTS NO. 2017-0095648 & 2017-0095649, OFFICIAL RECORDS OF PLACER COUNTY
LOCATED IN THE S.E. 1/4 OF SECTION 10 AND THE N.E. 1/4 OF SECTION 15, T.12 N., R.6 E., M.D.M.
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA
NOVEMBER 2017

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

(N89°22'28"E
N89°22'02"E
2087.01'
2668.61')(3)
2668.51
300.00'
FOUND 1" CAPPED IRON PIPE "L.S. 2323"(2)(3)
212.50'
110.01'
458.47'
N15°56'31"E 88.75'
N27°08'04"E 84.64'
N24°28'45"E 86.71'
SEE SHEET 3
N63°26'44"E 187.53'
LOT 8
0.703± AC.
N58°25'23"E 201.94'
N65°25'46"E 87.78'
23.98'
N70°12'28"E 128.62'
62.73'
N88°47'29"E 6.89'
ASHWOOD WAY
50.00'
12.5' P.U.E. (I.O.D.)
50' LOT 1 I.O.D.
R=325.00'
Δ=44°07'41"
L=250.31'
R=300.00'
L=231.05'
Δ=44°07'41"
R=275.00'
Δ=30°08'01" L=144.63'
Δ=30°08'01" L=157.78' R=300.00'
S66°43'39"W 206.60'
6.54'
6.20'
N88°47'29"E 298.45'
S00°24'46"E
(S00°03'48"W)(2)
(S00°24'33"E)(3)
LOT 10
43.48' R=46.00'
Δ=45°02'00"
L=36.16'
N61°41'55"W 154.64'
94.22'
12.5' P.U.E. (I.O.D.)
SEE DETAIL "A"
Δ=166°36'23"
L=116.31'
R=40.00'
R=400.00'
Δ=26°33'01"
L=185.36'
N74°47'49"E 96.22'
R=375.00'
L=232.52'
Δ=35°31'34"
R=350.00'
Δ=35°31'34"
L=217.02'
ASHWOOD COURT
N74°47'49"E 96.22'
N59°43'48"E 168.96'
R=325.00'
96.22'
12.5' P.U.E. (I.O.D.)
LOT 1
6.037± AC. (GROSS)
5.126± AC. (NET)
SPRUCE COURT
N03°15'44"W 48.40'
N27°08'20"W 65.44'
N00°23'52"W 78.24'
N36°58'48"E 49.95'
N74°20'41"E 88.54'
N19°49'25"E 22.97'
N45°06'48"E 42.73'
N38°41'59"E 45.73'
Δ=44°17'23" L=38.65' R=50.00'
LOT 9
2.202± AC. (GROSS)
1.983± AC. (NET)
32' LOT 9 I.O.D.
R=264.92'
Δ=29°01'20" L=134.19'
R=233.05'
Δ=29°01'20" L=118.05'
12.5' P.U.E. (I.O.D.)
N28°57'43"E 116.69'
S75°43'46"E 190.10'
78.70'
60.72'
116.69'
S89°14'02"W 612.00'(5)
855.00'(5)
NORTH 103.74'
NORTH 103.86'
297.97'
N14°16'14"E 94.29'
S05°54'12"E(R)
S50°11'35"E(R)
N89°02'13"E 127.18'
N44°29'32"W 140.91'
SEE SHEET 3
357.24'
N13°46'26"E
N89°16'50"E 105.64'
SEE DETAIL "B"
37.99'
55.97'
N28°57'43"E
R=234.00'
Δ=29°18'51"
L=119.72'
R=266.00'
Δ=29°18'51"
L=136.09'
(I.O.D.)
DRIVEWAY
32' LOT 7 I.O.D.
CARLIN C. COPPIN ELEMENTARY SCHOOL
1228 O.R. 603
"THE GROVE"
CHESTNUT COURT
LOT 2
4.112± AC.
389.13'
N00°43'11"W
367.26'
372.26'
372.06'
534.53'
S00°24'46"E
12.5' P.U.E. (I.O.D.)
N00°24'46"W
12.5' P.U.E. (I.O.D.)
N00°24'46"W
26' LOT 7 I.O.D.
N89°14'02"E 141.07'
N89°16'49"E 30.00'
38.79'
N00°43'11"W
144.48'
449.71'
N89°16'49"E
538.22'
49.72'
43.00'
N00°43'11"W 84.00'(OA)
Δ=144°54'51" L=169.46' R=67.00'(OA)
Δ=117°59'54" L=137.98'
41.00'
215.16'
22.50'
N89°14'02"E 562.00'(5)
24.50'
12TH STREET
N89°14'02"E 240.03'
SEE DETAIL "C"
SEE SHEET 5
LOT 6
SEE SHEET 5
LOT 3
N07°17'16"E 202.33'
EAST AVENUE
30' MAPS

R=46.00'
Δ=45°02'00"
L=36.16'
12.5' P.U.E. (I.O.D.)
Δ=67°24'10" L=47.06'
Δ=234°00'33"
ASHWOOD COURT
LOT 1 I.O.D.
R=375.00'
L=232.52'
Δ=35°31'34"
N50°43'45"W 15.00'
40'
L=163.37'
Δ=166°36'23"
L=64.59'
Δ=34°28'21"
L=217.02'
R=350.00' (OA)
L=210.58'
12.5' P.U.E. (I.O.D.)
Δ=35°31'34"
Δ=1°03'12"
L=6.44'
N00°24'46"W 3.20'
R=40.00'
(OA)
L=116.31'
Δ=26°55'51"
L=18.80'
Δ=47°09'24"
L=32.92'

DETAIL "A"
SCALE: 1"=20'

N89°35'14"E 124.99'
4.62'
36.72'
83.65'
12.5' P.U.E. (I.O.D.)

DETAIL "B"
SCALE: 1"=50'

Δ=26°57'45" L=11.76' R=25.00'
12.5' P.U.E. (I.O.D.)
Δ=26°54'58" L=31.47'
N89°14'02"E 0.59'
R=67.00'
L=137.98'
Δ=144°54'51"
Δ=117°59'54"
L=169.46'
534.53'
N89°14'02"E 141.07'
26' LOT 7 I.O.D.
215.16'
21' LOT 3 I.O.D.
26.00'
22.50'
24.86'
N89°14'02"E 240.03'
21.00'
24.50'
N89°14'02"E 12.5'
189.21'
4.00'
N00°45'58"W(R) 12.50'
LOT 3 P.U.E. (I.O.D.)
N89°14'02"E 119.38'
N45°45'58"W(R) 13.03'
Δ=90°00'00"
L=62.83'
R=40.00'
N44°14'02"E(R)
13.03'
Δ=89°38'48"
L=40.68'
R=26.00'

DETAIL "C"
SCALE: 1"=50'

N
W
E
S
100 50 0 100 200
SCALE: 1" = 100'

FINAL MAP NO. 2017-227

MEADOWLANDS
LARGE LOT SUBDIVISION

BEING A SUBDIVISION OF RESULTANT PARCELS 1 & 2, AS DESCRIBED IN THE GRANT DEEDS RECORDED AS DOCUMENTS NO. 2017-0095648 & 2017-0095649, OFFICIAL RECORDS OF PLACER COUNTY LOCATED IN THE S.E. 1/4 OF SECTION 10 AND THE N.E. 1/4 OF SECTION 15, T.12 N., R.6 E., M.D.M. CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER 2017

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

LOT 6
6.196± AC. (GROSS)
5.304± AC. (NET)

LOT 3
13.710± AC. (GROSS)
12.490± AC. (NET)

LOT 4
22.041± AC. (GROSS)
19.730± AC. (NET)

LOT 5
1.374± AC.

LOT J
P.U.E.(I.O.D.)
0.093± AC.

LOT K
P.U.E.(I.O.D.)
0.103± AC.

LOT Q
P.U.E.(I.O.D.)
0.129± AC.

LOT R
P.U.E.(I.O.D.)
0.080± AC.

LOT S
P.U.E.(I.O.D.)
0.260± AC.

LOT T
P.U.E.(I.O.D.)
0.137± AC.

LOT 7

CARLIN C. COPPIN ELEMENTARY SCHOOL
1228 O.R. 603

SEE SHEET 4

GLADDING PARKWAY

C STREET

D ST.

C ST.

B ST.

A ST.

12TH STREET

11TH STREET

10TH STREET

9TH STREET

EAST AVENUE

23' EAST AVENUE DEDICATED HEREON

NOT A PART CITY OF LINCOLN 387 O.R. 205

DETAIL "D"
SCALE: 1"=50'

DETAIL "E"
SCALE: 1"=50'

DETAIL "F"
SCALE: 1"=50'

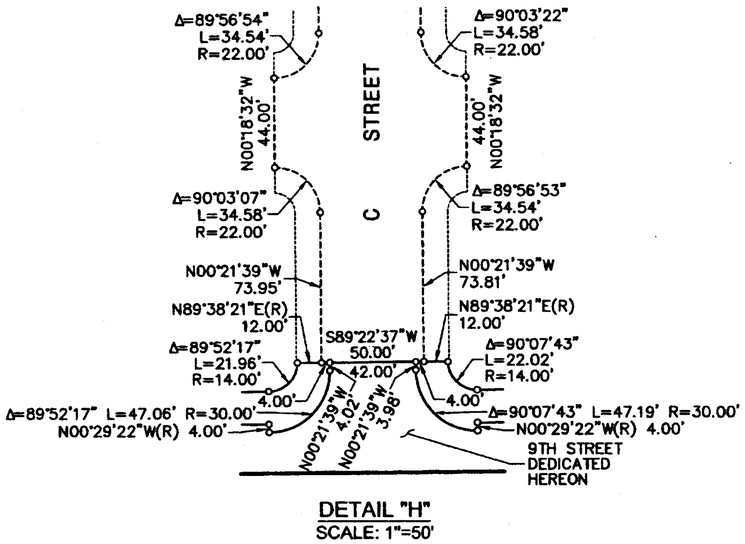
SCALE: 1" = 100'

FINAL MAP NO. 2017-227

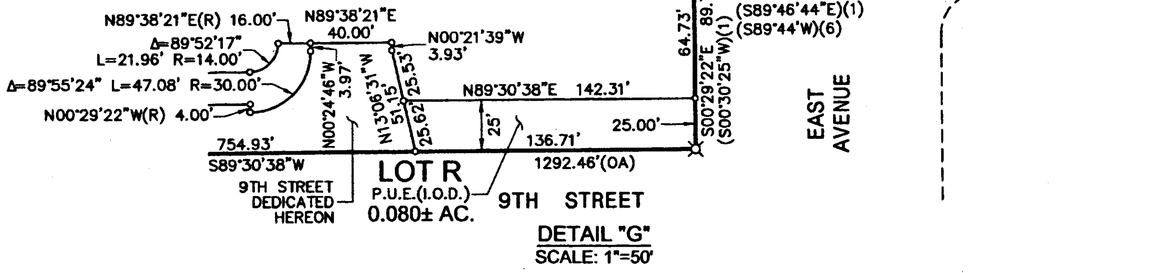
MEADOWLANDS
LARGE LOT SUBDIVISION

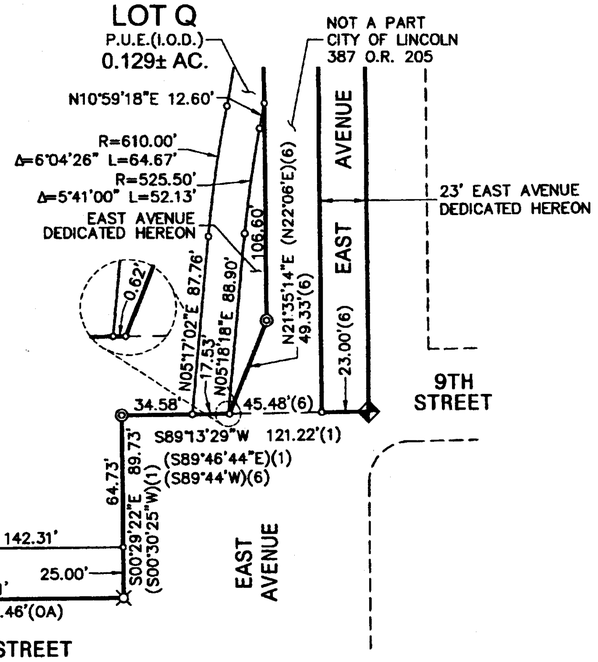
BEING A SUBDIVISION OF RESULTANT PARCELS 1 & 2, AS DESCRIBED IN THE GRANT DEEDS RECORDED AS DOCUMENTS NO. 2017-0095648 & 2017-0095649, OFFICIAL RECORDS OF PLACER COUNTY LOCATED IN THE S.E. 1/4 OF SECTION 10 AND THE N.E. 1/4 OF SECTION 15, T.12 N., R.6 E., M.D.M. CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER 2017

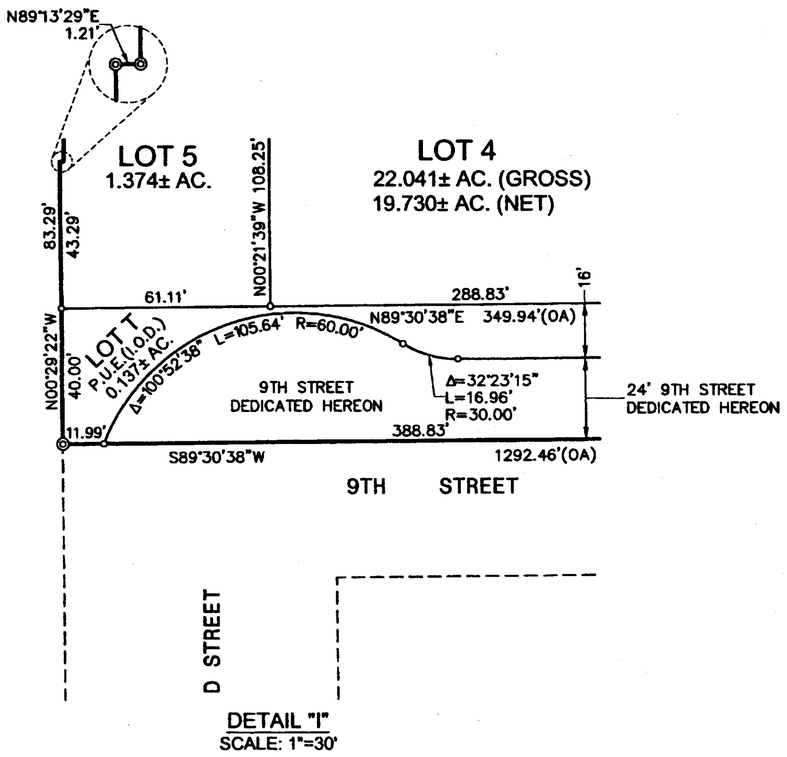
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.



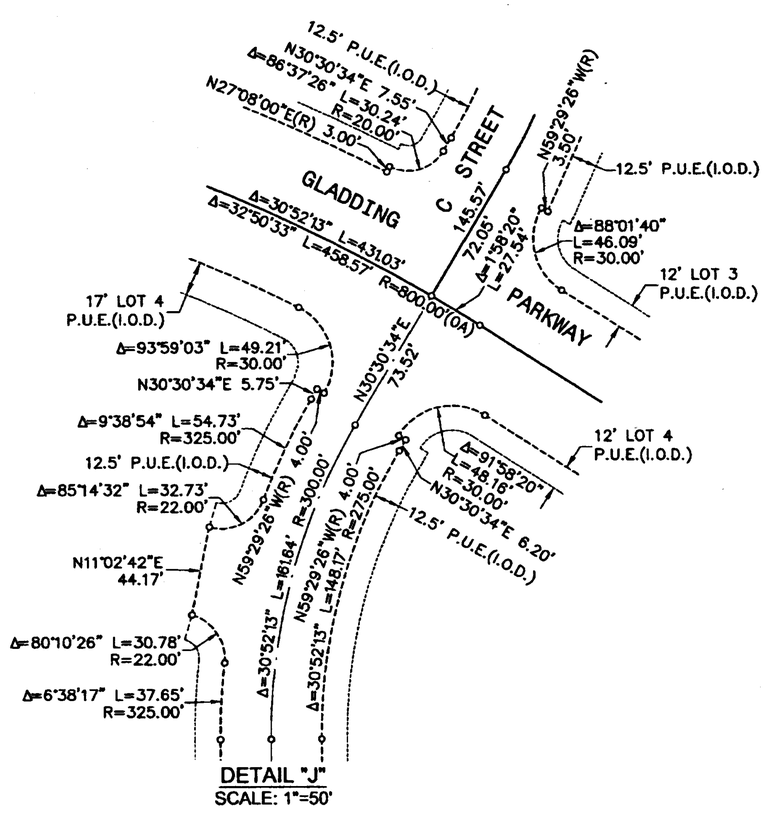
DETAIL "H"
SCALE: 1"=50'



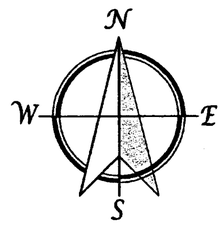




DETAIL "I"
SCALE: 1"=30'



DETAIL "J"
SCALE: 1"=50'



FINAL MAP NO. 2017-277

MEADOWLANDS
LARGE LOT SUBDIVISION

BEING A SUBDIVISION OF RESULTANT PARCELS 1 & 2, AS DESCRIBED IN THE GRANT DEEDS RECORDED AS DOCUMENTS NO. 2017-0095648 & 2017-0095649, OFFICIAL RECORDS OF PLACER COUNTY LOCATED IN THE S.E. 1/4 OF SECTION 10 AND THE N.E. 1/4 OF SECTION 15, T.12 N., R.6 E., M.D.M. CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER 2017

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

Project Name: Meadowlands
Owner: JEN California 14 LLC

Recording requested by and return to:

City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Phone: 916.434.2490
Attention: Hope Ithurburn, City clerk

Exempt from Recording Fees – Govt Code 27383
Documentary Transfer Tax: $0.00
R&T 11922

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

City of Lincoln

GRANT DEED

Ref: APN 008-010-067 & 008-010-068

FOR VALUABLE CONSIDERATION, receipt so hereby acknowledged, **JEN California 14 LLC, a California limited liability company ("Grantor")**, hereby grants in fee simple to the **City of Lincoln, a Municipal corporation ("Grantee")**, all that real property situated in the City of Lincoln, County of Placer, State of California, bounded and described as follows:

Lot 7 and Lot 8 for Open Space as offered and shown on the "Final Map No. 2017-277, Meadowlands Large Lot Subdivision" as filed for record on December 22, 2017, in Book D Dof Maps, at Page 95, Official Records of Placer County.

Dated this 30th day of July 2025

GRANTOR

JEN California 14 LLC,
a California limited liability company

Clifton Taylor, Vice President

ACCEPTE Dby CITY of LINCOLN

Dated this _____ day of _____ 20___

Sean Scully, City Manager
City of Lincoln

See following page for Acknowledgement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On July 30, 2025, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Clifton Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sharon Buckenmeyer (SEAL)

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING THE GRANT DEEDS FOR LOTS 7, 8 AND 10 FOR OPEN SPACE PURPOSES AS SHOWN ON THE MEADOWLANDS LARGE LOT FINAL MAP NO. 2017-277 FOR THE MEADOWLANDS PROJECT

WHEREAS, the City Council conditionally approved the Large Lot Tentative Map for Meadowlands on September 13, 2016 per City Council Resolution 2016-178; and

WHEREAS, a condition of development required the dedication of Open Space Lots 7, 8, and 10 to the City; and

WHEREAS, the City Council approved the Final Map No. 2017-277 Meadowlands Large Lot Final Map December 12, 2017, per City Council Resolution 2017-277; and

WHEREAS, Lots 7, 8, and 10 were irrevocably offered for dedication in fee title by separate grant deed per the Meadowlands Large Lot Final Map as recorded in Book DD of Maps, Page 95, Official Records of Placer County; and

WHEREAS, the Developer of the Meadowlands Project, Jen 14 California LLC, has offered a grant deed for Lots 7 and 8; and

WHEREAS, the Owner of Lot 10, PABCO Building Products LLC, will execute a grant deed for their lot at a future date; and

WHEREAS, the City Engineer has determined that the Grant Deeds for Lots 7, 8, and 10 comply with the requirements of the Tentative Map and Conditions of Approval.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes:

a. Acceptance of the Grant Deeds in fee title for Lots 7 and 8 for Open Space purposes, as shown on Meadowlands Large Lot Final Map No. 2017-277 as recorded in Book DD of Maps, Page 95, Official Records of Placer County; and

b. The City Council authorizes the City Manager to sign the Grant Deed for Lots 7 and 8; and

c. The City Clerk is authorized to proceed with the recordation of the Grant Deeds at the Office of the Placer County Recorder.

d. The City Manager is authorized to accept the Grant Deed for Lot 10 at a later date and the City Clerk is authorized to proceed with recordation.

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

STAFF REPORT

Item Number 12.D

SUBJECT: Adopt Two Resolutions:1) Approving Annexation No. 30 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services) 2) Approving Annexation No. 18 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services). (Michael Durkee)

SUBMITTED BY: Jenny Tran

DEPARTMENT: Engineering

DATE: August 25, 2026

STAFF RECOMMENDATION:

Staff recommends that City Council adopt two resolutions:

- Approving Annexation No. 30 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services)
- Approving Annexation No. 18 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services)

The CFD No. 2018-1 (City Maintenance Services) (“CFD No. 2018-1”) special tax will be levied annually to fund the maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, traffic signals, and stormwater quality and drainage facilities. The CFD No. 2018-2 (Public Services) (“CFD No. 2018-2”) special tax will be levied annually to fund City services such as police and fire protection.

BACKGROUND/INTRODUCTION:

Background on the Peery Property Project:

On May 14, 2019, the City Council approved the Peery Property project Small Lot Tentative Subdivision Map under Resolution No. 2019-105. The Peery Property project is comprised of two (2) phases, Phase 1 and Phase 2, with separate development timelines. The Peery Property Phase 2 project (the “Project”) is currently in the process of obtaining final map approval and will include the construction of 193 detached single-family residential homes, passive open space, stormwater swales, and park area. The Project is generally located east of Nelson Lane along the north side of State Highway 65.

The Conditions of Approval for the Project require the property owner to mitigate their project's financial impact on the City's park, open space, streetlighting, street, landscape, stormwater facilities, and police and fire protection services. To satisfy these conditions of approval for the Project, the property owner requested the City assist with annexing the Project into CFD No. 2018-1 to mitigate their project's financial impact to the City's park, open space, streetlighting, landscape, and stormwater facilities budgets and CFD No. 2018-2 to mitigate their project's financial impact on City police and fire protection services.

Background on CFD No. 2018-1:

On October 9, 2018, the City Council adopted a Resolution of Formation to form CFD No. 2018-1 and approved Ordinance 979B authorizing the levy of CFD No. 2018-1 special taxes. CFD No. 2018-1 was created to provide a financing mechanism to fund the annual maintenance of City infrastructure such as landscaping, parks, open space, streetlighting, street maintenance, and stormwater quality and drainage facilities. The CFD No. 2018-1 tax is separated into two components, "Citywide Services" and "Localized Services." The improvements to be funded under Citywide Services include costs associated with Community Parks, Regional Parks, Major Roadway Streetlighting and Traffic Signals, Stormwater facilities, Major Roadway Landscaping, and Open Space areas. The improvements to be funded under Localized Services include costs associated with Neighborhood Parks, Neighborhood Landscaping, Local Street Maintenance, Local Streetlighting, and Localized Stormwater Improvements.

CFD No. 2018-1 was formed with the Twelve Bridges Village 11 development as the initial boundaries of the district. The approved CFD No. 2018-1 Boundary Map also includes a future annexation area which is contiguous to the City's sphere of influence. As each project is annexed into CFD No. 2018-1, it will be assigned a tax zone to fund the development's share of Citywide Services and Localized Services. Costs associated with annexations into CFD No. 2018-1 are paid by the developer(s) for each project. CFD No. 2018-1 is currently comprised of the following twenty-three (23) tax zones encompassing thirty-one (31) separate projects:

- Tax Zone 1 – Twelve Bridges Village 11
- Tax Zone 2 – Twelve Bridges Villages 2A, 2B, and 2C
- Tax Zone 3 – Independence
- Tax Zone 4 – Lakeside 6 (Phases 7 & 8)
- Tax Zone 5 – Twelve Bridges Village 1
- Tax Zone 6 – Education Foundation
- Tax Zone 7 – Lincoln Crossing Village 11
- Tax Zone 8 – Twelve Bridges Village 10
- Tax Zone 9 – Cresleigh Grove
- Tax Zone 10 – Twelve Bridges Village 25
- Tax Zone 11 – Meadowlands
- Tax Zone 12 – Turkey Creek Estates
- Tax Zone 13 – Esplanade at Turkey Creek
- Tax Zone 14 – Fullerton Ranch
- Tax Zone 15 – Lincoln Meadows
- Tax Zone 16 – 871 Sterling Parkway, East 10th Street, 1401 Aviation Blvd, 583 F Street, Auburn Ravine Center, Twelve Bridges Arco BP, and Ferrari Pavilion
- Tax Zone 17 – Twelve Bridges Village 4A and 4B
- Tax Zone 18 – Twelve Bridges Village 3A and 3B, Magnolia Village, and Hidden Hills

- Tax Zone 19 – Twelve Bridges Village 27A and 27B
- Tax Zone 20 – Joiner Ranch East
- Tax Zone 21a – Liberty at Lincoln Phase 1
- Tax Zone 21b – Liberty at Lincoln Phase 2
- Tax Zone 22 – Peery Property Phase 1
- Tax Zone 23 – Stardust 78

Prior to tonight's City Council meeting, the property owner for the Project executed the attached Unanimous Approval Form for annexation to CFD No. 2018-1. This form constitutes unanimous approval and a unanimous vote by the property owner in favor of annexing their property into CFD No. 2018-1 including the subsequent annual levy of special taxes to mitigate the Project's financial impact on the City's parks, open space, streetlighting, landscape, and stormwater facilities budgets.

If approved by City Council, the Project will be Annexation No. 30 and will be annexed into existing Tax Zone No. 22 of CFD No. 2018-1.

Background on CFD No. 2018-2:

On October 9, 2018, the City Council adopted a Resolution of Formation to form CFD No. 2018-2 with the Independence project (Tax Zone 1), via Ordinance 980B. CFD No. 2018-2 authorizes the annual levy of a special tax on parcels located within the CFD No. 2018-2 boundaries to mitigate their financial impact on the City's police and fire protection services budgets.

At the time of CFD No. 2018-2 formation, the following determinations were made:

- The minimum level of service standard is 0.85 police officers and 0.66 fire fighters for every 1,000 City residents.
- The CFD No. 2018-2 special taxes shall only be applied to new residential projects.
- Prior to the annexation of new projects into CFD No. 2018-2, an analysis will be performed to establish the appropriate CFD special tax rates based on the financial impact that different types of residential projects have on the City's police and fire protection services budgets.
- Implementation of the annual maximum tax escalator shall be the lessor of 1) the combined percentage increase, if any, in the City of Lincoln General Fund Operating Budget for police and fire services, or 2) 4%.

Since formation, staff continued analyzing the financial sustainability of CFD No. 2018-2 with a maximum tax escalator of 4% and determined that, except for certain infill projects, the maximum tax escalator of 4% does not completely offset the financial impact to police and fire protection services created by new residential projects in the City. With additional subdivisions being constructed, there will be an increased need for public safety personnel, resulting in a greater increase in expenditures, which exceed the 4% maximum tax escalator. For example, from Fiscal Years 2018-19 to 2019-20, total City public safety expenditures increased 8%. To avoid a reduction of service levels or required increased support from the General Fund, on October 27, 2020, City Council approved an annual maximum tax escalator of Consumer Price Index (CPI) plus 3% for the first annexation to CFD No. 2018-2.

On April 14, 2026, the City Council approved an update to the CFD No. 2018-2 special tax methodology to establish a more uniform maximum special tax levy across tax zones. This

approach is intended to promote equity across development projects while ensuring that special tax rates remain aligned with the City's cost of providing municipal services. The approach is based on an analysis of the financial impact (the "Financial Impact Analysis") future residential projects have on police and fire protections services, which included a review of projected home sales prices, City's share of ad-valorem property taxes, sales tax, and public safety demands. CFD No. 2018-2 is currently comprised of the following twelve (12) tax zones encompassing seventeen (17) separate projects:

- Tax Zone 1 – Independence, Magnolia Village, 583 F Street, and Joiner Ranch East
- Tax Zone 2 – Cresleigh Grove
- Tax Zone 3 – Twelve Bridges Village 25
- Tax Zone 4 – Meadowlands
- Tax Zone 5 – Turkey Creek
- Tax Zone 6 – Esplanade at Turkey Creek
- Tax Zone 7 – Lincoln Meadows
- Tax Zone 8 – Twelve Bridges Village 4A/4B, 3A/3B, and 27A/27B
- Taz Zone 9 – Hidden Hills
- Tax Zone 11 – Peery Property Phase 1
- Tax Zone 12 – Liberty at Lincoln Phase 1
- Tax Zone 13 – Stardust 78

Please note, the Liberty at Lincoln Phase 1 project was originally annexed as Tax Zone 10 and was subsequently de-annexed and annexed again as Tax Zone 12 on July 8, 2025.

Prior to tonight's City Council meeting, the property owner for the Project executed the attached Unanimous Approval Form. The executed Unanimous Approval Form is on file with the City Clerk. This form constitutes unanimous approval and a unanimous vote by the property owner in favor of annexing their property into CFD No. 2018-2 including the subsequent annual levy of special taxes to mitigate the Project's financial impact on the City's police and fire protection services budgets.

If approved by City Council, the Peery Property Phase 2 project will be Annexation No. 18 and will be annexed into existing Tax Zone 13 of CFD No. 2018-2.

FINDINGS/ANALYSIS:

The improvements to be funded under the CFD No. 2018-1 Citywide Services include costs associated with Community Parks, Regional Parks, Major Roadway Streetlighting and Traffic Signals, Stormwater facilities, Major Roadway Landscaping, and Open Space areas. The improvements to be funded under the CFD No. 2018-1 Localized Services for the Project consist of the Project's share of anticipated maintenance for Neighborhood Landscaping, Local Streetlighting, and Localized Stormwater Improvements. The estimated budget (in Fiscal Year 2026-27 dollars) for the Citywide and Localized Services related to the Project, including reserve collection, is as follows:

Citywide Maintenance Services	
Community Parks	$12,848.01
Landscape Maintenance (Arterial Roadways)	$19,427.38
Open Space	$14,415.17
Regional Parks	$15,667.74
Streetlighting (Arterial Roadways)	$1,879.82
Traffic Signals (Arterial Roadways)	$1,879.82
	$66,117.94
Localized Maintenance Services	
Landscape Maintenance	$18,286.18
Park Maintenance	$47,393.12
Stormwater Maintenance	$132,820.21
Streetlighting	$18,220.46
	$216,719.97

Therefore, the proposed CFD No. 2018-1 maximum special tax rates for a developed single-family residential parcel within the Project are summarized below.

- Citywide Services - $342.58/ Single-Family Parcel (in Fiscal Year 2026-27 dollars)
- Localized Services - $1,122.90/ Single-Family Parcel (in Fiscal Year 2026-27 dollars)

For Tax Zone 13 of CFD No. 2018-2, residential projects are further broken down into Single-Family Low Density Residential (LDR), Single-Family Medium Density Residential (MDR), Single-Family High Density Residential (HDR), and Multi-Family Residential (MFR) as defined in the City's General Plan. The Financial Impact Analysis resulted in the following CFD No. 2018-2 maximum special tax rates for the Project to mitigate additional demand on the City's police and fire protection services:

Residential Intensity	CFD No. 2018-2 Tax Zone 13
Low Density Residential	$491.80 /Residential Unit
Medium Density Residential	$491.80 /Residential Unit
High Density Residential	$347.35 /Residential Unit
Multi-Family Residential	$309.52 /Residential Unit
Undeveloped Parcels	$0.00 /Parcel

The Peery Property Phase 2 project consists of 193 detached Single-Family LDR Units and therefore is expected to generate approximately $94,917 (in Fiscal Year 2026-27 dollars) in annual CFD No. 2018-2 special tax revenue.

The Fiscal Year 2026-27 CFD Nos. 2018-1 and 2018-2 maximum annual special tax rates described above will be adjusted each fiscal year based on the annual change (February to February) in the Consumer Price Index plus 3%. Staff will monitor expenditures and CFD funding over time and can tax below the maximum annual special tax rates in any given fiscal year if appropriate.

Staff recommends that City Council take the following action:

1. Adopt a Resolution approving Annexation No. 30 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services).
2. Adopt a Resolution approving Annexation No. 18 (Peery Property Phase 2) into the City of Lincoln Community Facilities District No. 2018-2 (Public Services)

ENVIRONMENTAL REVIEW:

This project is exempt from the California Environmental Quality Act (Pub. Resources Code, 21000 et seq., "CEQA") pursuant to CEQA Guidelines section 15301(c), existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities and section 15301(h), maintenance of existing landscaping, native growth, and water supply reservoirs. Since this project will continue to maintain existing facilities, no further environmental analysis is required.

FISCAL IMPACT:

The Project will increase required levels of maintenance associated with the parks, open space, streetlighting, street maintenance, landscape, and stormwater facilities throughout the City as well as increase demand on the City's police and fire protection services. If annexed into CFD No. 2018-1, the Peery Property Phase 2 project will provide approximately $282,838 in annual revenue to mitigate additional costs associated with parks, open space, streetlighting, landscape, and stormwater facilities throughout the City. If annexed into CFD No. 2018-2, the Peery Property Phase 2 project will provide approximately $94,917 in annual revenue to mitigate additional costs associated with the City's police and fire protection services.

Costs associated with the annexation into CFD No. 2018-1 and CFD No. 2018-2 are paid for by the developer(s). The CFD No. 2018-1 special tax will be levied annually to fund maintenance services and the CFD No. 2018-2 special tax will be levied annually to fund police and fire protection services.

Staff will monitor the maintenance and services costs over time and fund balances (including the reserve balances) to evaluate the fiscal health of the tax zones for each District. If at some point in the future the annual revenue and reserve balances are more than adequate to fund the services associated with CFD No. 2018-1 and CFD No. 2018-2, the City can tax below the maximum rates.

The City will be responsible for the maintenance of public water, sewer, and drainage infrastructure, in addition to the improvements to be maintained by CFD No. 2018-1, Tax Zone 22.

ATTACHMENTS:

Attachment 2 CFD2018-1_Tax Zone 22 Amended Boundary Map (Peery Property Phase 2).pdf

Attachment 5 CFD2018-2_Tax Zone 13 Amended Boundary Map (Peery Property Phase 2).pdf

Attachment 1 Peery Property Phase 2 CFD No. 2018-1 Annexation Resolution.docx

Attachment 4 Peery Property Phase 2 CFD No. 2018-2 Annexation Resolution.docx

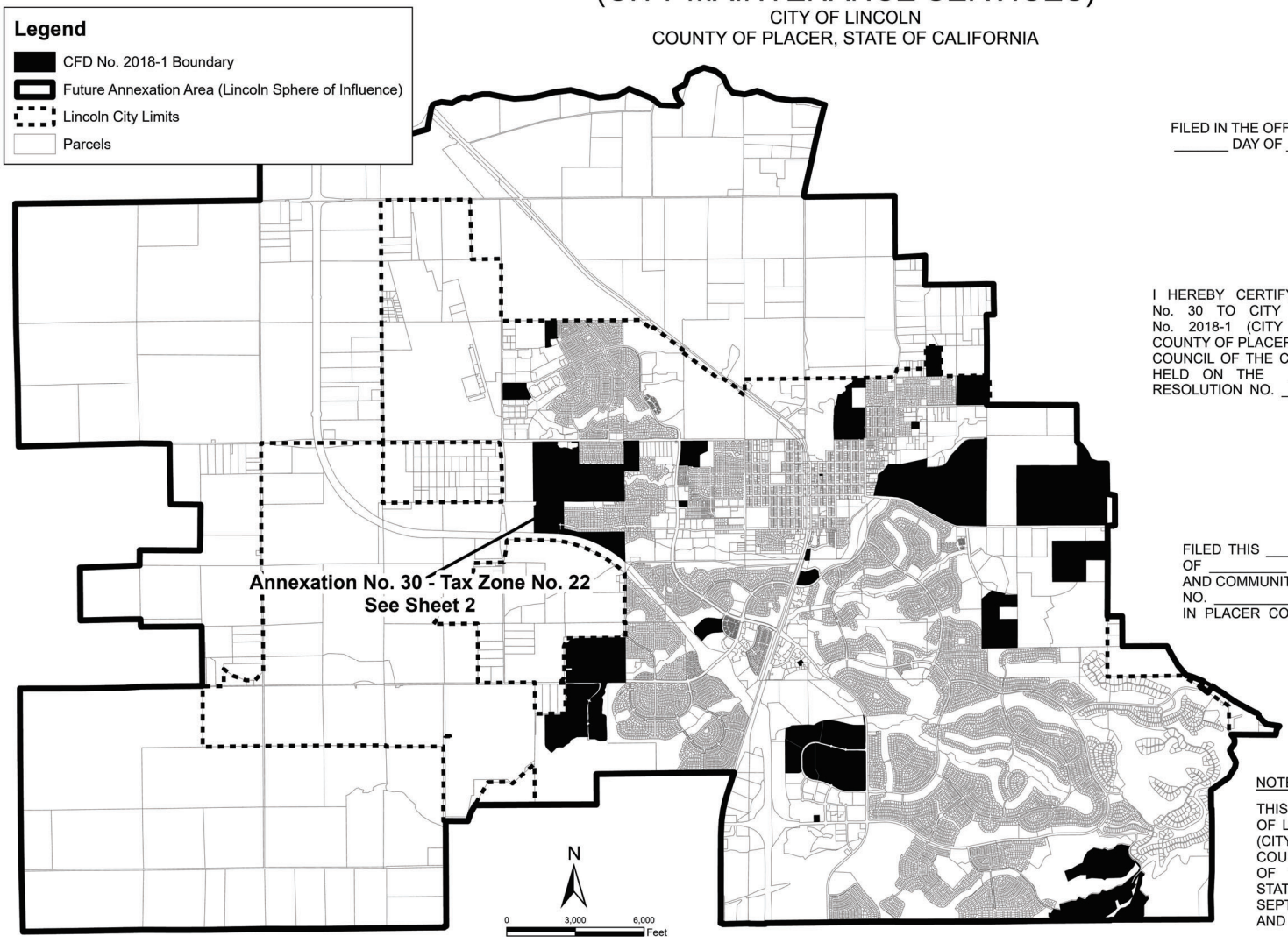
Attachment 3 CFD 2018-1 Unanimous Approval - Annexation No. 30 (Peery Property Phase 2)_signed.pdf

Attachment 6 CFD 2018-2 Unanimous Approval - Annexation No. 18 (Peery Property Phase 2)_signed.pdf

SHEET 1 OF 2

ANNEXATION MAP No. 30 TO
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1
(CITY MAINTENANCE SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINCOLN THIS _____ DAY OF _____, 2026.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 30 TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF_____, 2026, BY ITS RESOLUTION NO. _____.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN PLACER COUNTY, STATE OF CALIFORNIA.

_____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

NOTE:

THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, PLACER COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, ON THE 7TH DAY OF SEPTEMBER, 2018. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 78.

ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR PARCEL MAPS OF PLACER COUNTY.

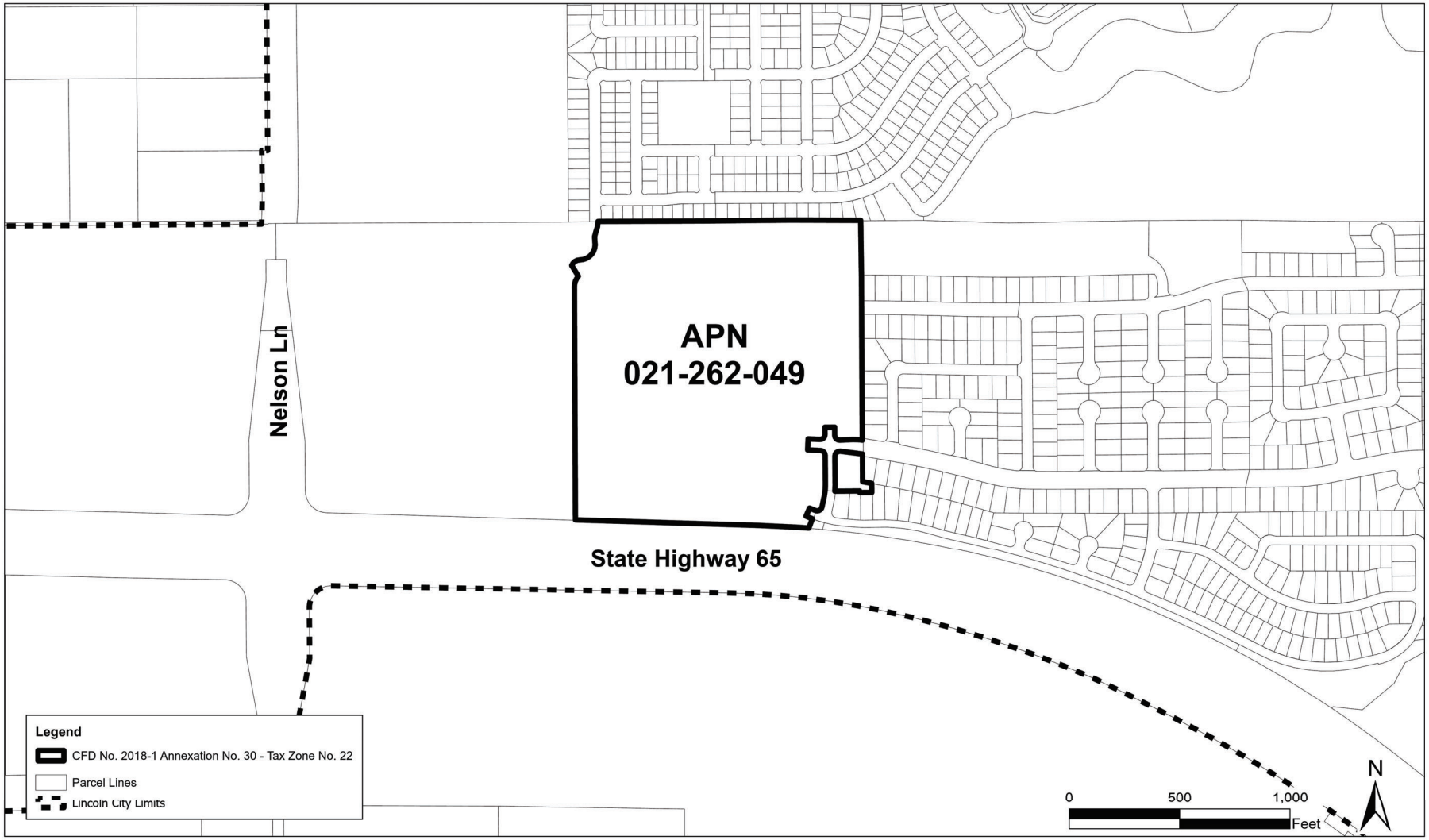
Prepared by Francisco & Associates

SHEET 2 OF 2

ANNEXATION MAP No. 30 TO

CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-1 (CITY MAINTENANCE SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



Prepared by Francisco & Associates

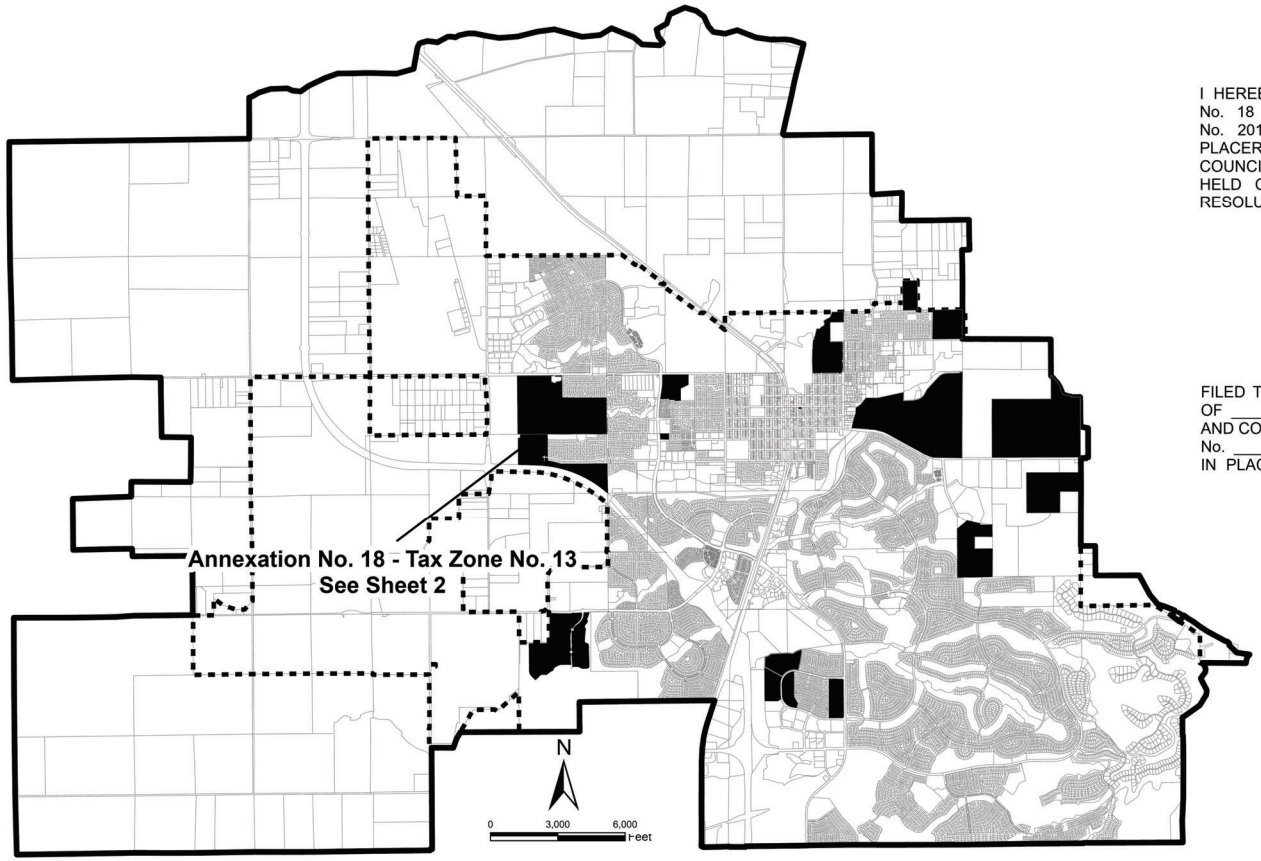
SHEET 1 OF 2

ANNEXATION MAP No. 18 TO
CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2
(PUBLIC SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA

Legend

- CFD No. 2018-2 Boundary
- Future Annexation Area (Lincoln Sphere of Influence)
- Lincoln City Limits
- Parcels



ASSESSOR PARCELS WITHIN BOUNDARY: FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS MADE TO THE ASSESSOR PARCEL MAPS OF PLACER COUNTY.

Prepared by Francisco & Associates

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LINCOLN THIS _____ DAY OF _____, 2026.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING ANNEXATION No. 18 TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF_____, 2026, BY ITS RESOLUTION No. _____.

_____
HOPE ITHURBURN, CITY CLERK
CITY OF LINCOLN
PLACER COUNTY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ __.M IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, DOCUMENT No. _____ IN THE OFFICE OF THE COUNTY RECORDER IN PLACER COUNTY, STATE OF CALIFORNIA.

_____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER
STATE OF CALIFORNIA

NOTE:

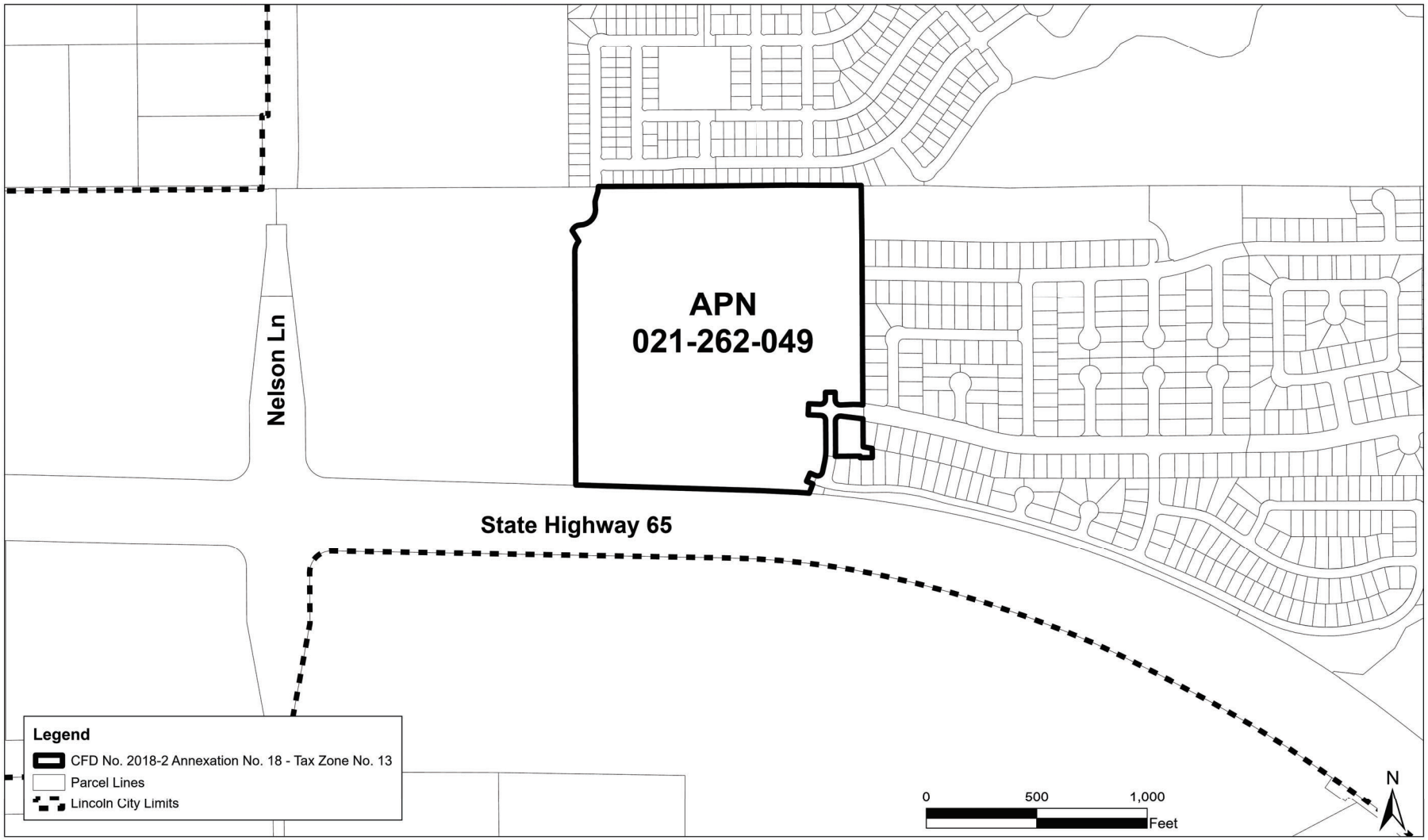
THIS ANNEXATION MAP ANNEXES TERRITORY TO CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, PLACER COUNTY, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, ON THE 7TH DAY OF SEPTEMBER, 2018. IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 79.

SHEET 2 OF 2

ANNEXATION MAP No. 18 TO

CITY OF LINCOLN COMMUNITY FACILITIES DISTRICT No. 2018-2 (PUBLIC SERVICES)

CITY OF LINCOLN
COUNTY OF PLACER, STATE OF CALIFORNIA



Prepared by Francisco & Associates

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING UNANIMOUS APPROVAL OF PROPERTY OWNER TO ANNEX THE PEERY PROPERTY PHASE 2 PROJECT TO COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA AS ANNEXATION NO. 30 (TAX ZONE NO. 22)

WHEREAS, on August 28, 2018, the City Council (the "City Council") of the City of Lincoln adopted Resolution No. 2018-187 (the "Resolution of Intention"), declaring its intention to establish Community Facilities District No. 2018-1 (City Maintenance Services), City of Lincoln, County of Placer, State of California ("Community Facilities District No. 2018-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act");

WHEREAS, pursuant to the procedures provided in Section 53339 of the Act and the Resolution of Intention, the City Council designated the property described in Exhibit A to the Resolution of Intention as territory proposed for annexation to Community Facilities District No. 2018-1 in the future (the "Annexation Territory"), with the condition that a parcel or parcels within such territory may be annexed and subjected to the special tax of Community Facilities District No. 2018-1 only with the unanimous approval of the owner or owners of the parcel or parcels at the time of annexation or in compliance with other procedures established by the Act;

WHEREAS, after a duly noticed public hearing, on October 9, 2018, the City Council adopted Resolution No. 2018-217 establishing Community Facilities District No. 2018-1 and calling a special election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Exhibit C attached to the Resolution of Intention to finance some or all of the costs attributable to City-wide and local neighborhood maintenance services and certain incidental expenses, as set forth in Exhibit B to Resolution No. 2018-187, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2018-1;

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-019 to correct certain typographical errors to Resolution No. 2018-217;

WHEREAS, the City has received the executed unanimous approval (the "Unanimous Approval") of the owner of the property described in Exhibit A hereto (the "Property"), which property is located within the Annexation Territory; and

WHEREAS, pursuant to the Unanimous Approval, such property owner has unanimously approved the rate of the special tax and the method of apportionment and manner of collection of that tax as specified in Exhibit B attached hereto and made a part hereof (the "Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 23"), which is supplemental to the rate and method of apportionment attached as Exhibit C to the Resolution of Intention.

NOW THEREFORE BE IT RESOLVED:

Section 1: Each of the above recitals is true and correct.

Section 2: The City Council of the City, acting as the legislative body of the District, hereby finds that the Unanimous Approval satisfies the requirements under Section 53339.3 of the Act. The City Council of the City hereby accepts the Unanimous Approval and the Property is hereby annexed to the District. The special tax of the District shall be levied in each fiscal year on the Property in accordance with the Supplemental Rate and Method of Apportionment and Ordinance No. 979B, adopted by the City Council.

Section 3: The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of Placer within fifteen days of the date hereof a notice of special tax lien with respect to the Property which Bond Counsel to the City shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4: This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this 25th day of August 2026 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

DESCRIPTION OF PROPERTY TO BE ANNEXED

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Assessor Parcel Number
021-262-049

EXHIBIT B

COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES) CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 22

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services) (the "CFD" or "CFD No. 2018-1") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-1 (Tax Zone No. 22), unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-1 (Tax Zone No. 22), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second Residential Unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit. An Accessory Unit shall not be considered a separate Residential Unit for purposes of this RMA and will not be levied a Special Tax.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, Parcel Map or functionally equivalent map or instrument recorded in the Office of the County Recorder. In the absence of such map, the Administrator will make the final "Acre" or "Acreage" determination utilizing available spatial and Geographic Information Systems (GIS) data.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN(s)"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-1 as set forth in the documents adopted by the Council when CFD No. 2018-1 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**Building Square Footage"** means the square footage shown on a Building Permit issued for a Taxable Parcel for the construction of a building, exclusive of ancillary improvements, such as garages, balconies, etc.

"**CFD" or "CFD No. 2018-1"** means the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services).

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Commercial Parcel(s)" means a Parcel designated by the County Assessor as having a commercial land use (e.g., stores, markets, shopping centers, motels, hotels, restaurants, fast food, bars, banks, service stations, auto sales and service centers, private recreational facilities, theaters, lodge halls, churches, private schools, day care centers, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Condominium Parcel(s)" means, for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Residential Condominium. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-1.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued for a Commercial Parcel, Industrial Parcel, Mixed Use Parcel, Multi-Family Parcel, Office/Medical Parcel, or Single-Family Parcel on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure. The term "Final Map" or "Parcel Map" shall not include an Assessor's Parcel Map or subdivision map or portion thereof, that does not create lots that are in their final configuration, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial Parcel(s)" means a Parcel designated by the County Assessor as having an industrial land use (e.g., light and heavy industrial, food processing, storage yards, warehouses, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel(s)" means a Parcel designated by the County Assessor as having multiple land uses such as a residential land use and a commercial land use, a multi-family land use and a commercial land use, etc.

"Multi-Family Parcel(s)" means a Parcel designated by the County Assessor as having a multi-family residential land use (e.g., duplex, tri-plex, four-plex, apartments, mobile homes, timeshares, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Office/Medical Parcel(s)" means a Parcel designated by the County Assessor as having an office, medical or dental land use (e.g., office buildings, office condominiums, hospitals, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property within each respective Tax Zone. Means for Undeveloped Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-1 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Residential Unit(s)" means an individual building structure for residential use as defined per the County Assessor or for a Multi-Family Residential Parcel, an individual residential unit in a building.

"Single-Family Parcel(s)" means a Parcel designated by the County Assessor as having a single-family residential land use excluding residential condominium parcels. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means the tax levied on Taxable Property within CFD No. 2018-1 to pay the annual Special Tax Requirement for each Special Tax Component.

"Special Tax Component(s)" means one of the following components of the Special Tax: Citywide Tax or Localized Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcel(s)" means all Assessors' Parcels within the boundaries of CFD No. 2018-1 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-1, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-1 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-1 that constitutes the Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-1, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-1 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2018-1, (ii) determine the Land Use Classification for each Taxable Parcel, (iii) determine whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (iv) determine the Special Tax Requirement for each Special Tax Component.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-1 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate and directly assess the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Developed Property within Tax Zone No. 22 are shown in Table 1 below:

Table No. 1 - Developed Property		
Special Tax Component	Taxable Property Category	FY 2024-25 Maximum Tax
Citywide Tax	Single-Family Parcel	$307.31 /parcel
Citywide Tax	Condominium Parcel	$230.48 /parcel
Citywide Tax	Multi-Family Parcel	$217.01 /unit
Citywide Tax	Office/Medical Parcel	$324.79 /1,000 bldg. sq. ft.
Citywide Tax	Commercial Parcel	$217.01 /1,000 bldg. sq. ft.
Citywide Tax	Institutional Parcel	$217.01 /1,000 bldg. sq. ft.
Citywide Tax	Industrial Parcel	$109.23 /1,000 bldg. sq. ft.
Localized Tax	Single-Family Parcel	$1,007.29 /parcel
Localized Tax	Condominium Parcel	$755.47 /parcel
Localized Tax	Multi-Family Parcel	$711.31 /unit
Localized Tax	Office/Medical Parcel	$1,007.29 /1,000 bldg. sq. ft.
Localized Tax	Commercial Parcel	$1,007.29 /1,000 bldg. sq. ft.
Localized Tax	Institutional Parcel	$1,007.29 /1,000 bldg. sq. ft.
Localized Tax	Industrial Parcel	$1,007.29 /1,000 bldg. sq. ft.

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments are on the second and third floors, the Parcel will be taxed the Commercial Parcel Special Tax rate based upon the total commercial building square footage and the Multi-Family Parcel Special Tax rate for the 50 apartments.

2. Undeveloped Property - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Undeveloped Property within Tax Zone No. 23 are shown in Table 2 below:

Table No. 2 - Undeveloped Property		
Special Tax Component	Taxable Property Category	FY 2024-25 Maximum Tax
Citywide Tax	Single-Family Parcel	$0.00 /acre
Citywide Tax	Condominum Parcel	$0.00 /acre
Citywide Tax	Multi-Family Parcel	$0.00 /acre
Citywide Tax	Office/Medical Parcel	$0.00 /acre
Citywide Tax	Commercial Parcel	$0.00 /acre
Citywide Tax	Institutional Parcel	$0.00 /acre
Citywide Tax	Industrial Parcel	$0.00 /acre
Localized Tax	Single-Family Parcel	$6,389.35 /acre
Localized Tax	Condominum Parcel	$6,389.35 /acre
Localized Tax	Multi-Family Parcel	$6,389.35 /acre
Localized Tax	Office/Medical Parcel	$6,389.35 /acre
Localized Tax	Commercial Parcel	$6,389.35 /acre
Localized Tax	Institutional Parcel	$6,389.35 /acre
Localized Tax	Industrial Parcel	$6,389.35 /acre

3. Escalation of Maximum Special Tax

Commencing on July 1, 2025, and each July 1 thereafter, the Maximum Special Tax rates for each Special Tax Component of Developed Property and Undeveloped Property shown in Table No. 1 and Table No. 2 above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for each Tax Zone for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property therein as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such

Fiscal Year until the amount levied, when combined with the amount of the Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2018-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-1.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section D of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-1 for the purpose of funding ongoing Authorized Services.

I. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or

- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or

- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

J. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect

B-1

RESOLUTION NO. 2026 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN ACCEPTING UNANIMOUS APPROVAL OF PROPERTY OWNER TO ANNEX THE PEERY PROPERTY PHASE 2 PROJECT TO COMMUNITY FACILITIES DISTRICT NO. 2018-2 (PUBLIC SERVICES), CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA AS ANNEXATION NO. 18 (TAX ZONE NO. 13)

WHEREAS, on August 28, 2018, the City Council (the "City Council") of the City of Lincoln adopted Resolution No. 2018-188 (the "Resolution of Intention"), declaring its intention to establish Community Facilities District No. 2018-2 (Public Services), City of Lincoln, County of Placer, State of California ("Community Facilities District No. 2018-2" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act");

WHEREAS, pursuant to the procedures provided in Section 53339 of the Act and the Resolution of Intention, the City Council designated the property described in Exhibit A to the Resolution of Intention as territory proposed for annexation to Community Facilities District No. 2018-2 in the future (the "Annexation Territory"), with the condition that a parcel or parcels within such territory may be annexed and subjected to the special tax of Community Facilities District No. 2018-2 only with the unanimous approval of the owner or owners of the parcel or parcels at the time of annexation or in compliance with other procedures established by the Act;

WHEREAS, after a duly noticed public hearing, on October 9, 2018, the City Council adopted Resolution No. 2018-220 establishing Community Facilities District No. 2018-2 and calling a special election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Exhibit C attached to the Resolution of Intention to finance some or all of the costs attributable to police safety services, fire protection and suppression services, maintenance services, and certain incidental expenses, as set forth in Exhibit B to Resolution No. 2018-188, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2018-2;

WHEREAS, on January 22, 2019, the City Council adopted Resolution No. 2019-020 to correct certain typographical errors to Resolution No. 2018-220;

WHEREAS, the City has received the executed unanimous approval (the "Unanimous Approval") of the owner of the property described in Exhibit A hereto (the "Property"), which property is located within the Annexation Territory; and

WHEREAS, pursuant to the Unanimous Approval, such property owner has unanimously approved the rate of the special tax and the method of apportionment and manner of collection of that tax as specified in Exhibit B attached hereto and made a part hereof (the "Supplement to the Rate and Method of Apportionment of Special Tax – Tax Zone No. 13"), which is supplemental to the rate and method of apportionment attached as Exhibit C to the Resolution of Intention.

NOW THEREFORE BE IT RESOLVED:

Section 1: Each of the above recitals is true and correct.

Section 2: The City Council of the City, acting as the legislative body of the District, hereby finds that the Unanimous Approval satisfies the requirements under Section 53339.3 of the Act. The City Council of the City hereby accepts the Unanimous Approval and the Property is hereby annexed to the District. The special tax of the District shall be levied in each fiscal year on the Property in accordance with the Supplemental Rate and Method of Apportionment and Ordinance No. 980B, adopted by the City Council.

Section 3: The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of Placer within fifteen days of the date hereof a notice of special tax lien with respect to the Property which Bond Counsel to the City shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4: This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED this 25th day of August 2026 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

EXHIBIT A

DESCRIPTION OF PROPERTY TO BE ANNEXED

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Assessor Parcel Number
021-262-049

EXHIBIT B

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 13

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-2 (Public Services) (the "CFD" or "CFD No. 2018-2") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-2 (Tax Zone No. 13), unless exempted by law or by the provisions of Section F herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-2 (Tax Zone No. 13), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a secondary residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a residential unit. An Accessory Unit shall not be considered a separate residential unit for purposes of this RMA and will not be levied a Special Tax.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-2 as set forth in the documents adopted by the Council when CFD No. 2018-2 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**CFD" or "CFD No. 2018-2"** means the Community Facilities District No. 2018-2 (Public Services) of the City of Lincoln, Placer County, California.

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-2.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Developed Parcel(s)" or **"Developed Property"** means a Parcel, for which a Building Permit has been issued on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel shall be classified as Developed Property if it has a building structure constructed on the Parcel with an improvement valuation over $100,000 (construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded) as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year. Once classified as a Developed Parcel, no Parcel shall be removed from the developed classification.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Gross Acre(s)" means the entire acreage of a residential development/neighborhood which includes the underlying area encompassing the Residential Units, streets, and rights-of-way

"High Density Residential" or **"HDR"** means Residential Parcels that have a Residential Intensity of 13 or more Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Low Density Residential" or **"LDR"** means Residential Parcels that have a Residential Intensity of less than 6 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Medium Density Residential" or **"MDR"** means Residential Parcels that have a Residential Intensity of 6 to 12.99 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Mixed-Use Parcel(s)" means a Parcel having multiple land uses such as a residential land use and a commercial land use, etc. as determined by the Administrator.

"Multi-Family Residential" or **"MFR"** means Residential Parcels consisting of Residential Units that share common walls including, but not limited to duets, duplexes, triplexes, fourplexes, and building structures with 5 or more Residential Units.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means for all Taxable Parcels, the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Taxable Parcels within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Intensity" means number of Residential Units per Gross Acre.

"Residential Parcel(s)" means a Parcel designated by the County Assessor as having a single-family or multi-family residential County Land Use Code.

"Residential Unit(s)" means, for a Residential Parcel, the individual residential unit on such Parcel, or for a multi-family Residential Parcel, an individual residential unit in a building.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Special Tax(es)" means the tax levied on Taxable Property within CFD No. 2018-2 to pay the annual Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cover any delinquencies in the payment of the Special Taxes which occurred in the

previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or **"Taxable Parcel(s)"** means all Residential Parcels within the boundaries of CFD No. 2018-2 that are not exempt from the Special Tax pursuant to law or Section F herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-2 that constitutes the Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-2, and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Parcel(s)" or **"Undeveloped Property"** means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-2 that are not classified as Developed Parcels.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels within CFD No. 2018-2 (ii) determine whether each Parcel is a Taxable Parcel or exempt from the Special Tax pursuant to law or Section F herein, (iii) classify each Taxable Parcel as a Developed Parcel or Undeveloped Parcel (iv) classify each Developed Parcel as either LDR, MDR, HDR, MFR, or a Mixed Use Parcel and (iv) determine the Special Tax Requirement.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Taxable Property, the Administrator shall calculate and directly levy the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

The Fiscal Year 2026-27 Maximum Special Tax for all Taxable Parcels within Tax Zone No. 13 are shown in the table below:

Taxable Property Category	FY 2026-27 Maximum Tax
Low Density Residential	$491.80 /Residential Unit
Medium Density Residential	$491.80 /Residential Unit
High Density Residential	$347.35 /Residential Unit
Multi-Family Residential	$309.52 /Residential Unit
Undeveloped Parcels	$0.00 /Parcel

Mixed-Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon the number of Residential Units on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments on the second and third floors, the Parcel will be taxed as Multi-Family Residential.

D. ESCALATION OF MAXIMUM SPECIAL TAX

Commencing on July 1, 2027, and each July 1 thereafter, the Maximum Special Tax Rates shown in Section C above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

E. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Tax Zone for that Fiscal Year and levy on all Taxable Parcels Proportionately up to 100% of the Maximum Special Tax for each Taxable Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

The Special Tax for CFD No. 2018-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-2.

F. EXEMPTIONS

Special Taxes shall not be levied on Parcels not classified as a Residential Parcel or a Mixed-Use Parcel.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

I. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section E of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-2 for the purpose of funding ongoing Authorized Services.

J. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or
- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or
- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

K. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

UNANIMOUS APPROVAL OF ANNEXATION

Community Facilities District No. 2018-1 (City Maintenance Services), City of Lincoln, County of Placer, State of California

Annexation No. 30 – Tax Zone No. 22

August 25, 2026

Community Facilities District No. 2018-1
(City Maintenance Services), City of Lincoln,
County of Placer, State of California

The City of Lincoln (the "City") has formed Community Facilities District No. 2018-1 (City Maintenance Services), City of Lincoln, County of Placer, State of California (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance some or all of the costs attributable to City-wide and local neighborhood maintenance services (the "Services") and certain incidental expenses (the "Incidental Expenses") as set forth in Resolution No. 2018-187 adopted by the City Council of the City on August 28, 2018 (the "Resolution of Intention") and in Resolution No. 2018-217 adopted by the City Council of the City on October 9, 2018 (as modified by Resolution No. 2019-019 adopted by the City Council on January 22, 2019) (as modified, the "Resolution of Formation").

The undersigned property owner (the "Owner") hereby states and certifies as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee titles to the real property and improvements thereon as described in Exhibit B hereto (collectively, the "Annexation Territory"). The Owner has provided the District sufficient and current evidence of their ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding August 25, 2026.

3. The Owner hereby acknowledges and agrees that the Annexation Territory is included in the territory proposed to be annexed to the District as set forth in the Resolution of Intention and the Resolution of Formation and as described in the boundary map of the District, recorded on September 7, 2018, at Book No. 3 of Maps of Assessment and Community Facilities Districts at Page No. 78, in the office of the County Recorder for the County of Placer, State of California.

4. This Unanimous Approval constitutes the unanimous approval of the Owner in favor of the following within the meaning of Section 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in the Resolution of Intention and the Resolution the Formation.

(b) Special Tax. The levy of special taxes (the "Special Tax") in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the method of apportionment and manner of collection of that tax as specified in Exhibit A attached hereto and made a part hereof (the "Supplemental Rate and Method of Apportionment").

Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified electors in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including, but not limited to Articles XIII A and XIII C.

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 4 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien which shall secure each annual levy of the Special Taxes and which shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation, the preparation of an impartial analysis, arguments or rebuttals concerning elections as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to this Unanimous Approval.

The undersigned hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations which may apply in connection with scheduling, mailing and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax as set forth in the Resolution of Formation to allow them to properly complete this Unanimous Approval. The Owner further waives their right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the special tax to finance the costs of the Services for the benefit of the Annexation Territory.

8. The Owner hereby authorizes the District to execute and record in the office of the Recorder of the County of Placer, a notice of special tax lien in accordance with Section 53339.8 of the Act and Streets & Highways Code Section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District.

9. This Unanimous Approval shall be effective upon its execution and delivery.

The foregoing Unanimous Approval is hereby delivered this 13 day of AUGUST, 2026 in Lincoln, California.

PEERY - LINCOLN L.P.,
A DELAWARE LIMITED PARTNERSHIP
By: Cal Hearthstone PBLO GP, LLC
a Delaware limited liability company
Its General Partner

By: _____

Name: Steven C. Porath

Title: Authorized Person

[THIS UNANIMOUS APPROVAL SHALL BE NOTARIZED AND MAY BE SIGNED IN COUNTERPART]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 13, 2026 before me, Angela R. Iacobellis, Notary Public,

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

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

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

ANGELA R. IACOBELLIS
Notary Public - California
Los Angeles County
Commission # 2561882
My Comm. Expires Jul 12, 2030

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 2018-1 (CITY MAINTENANCE SERVICES) CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

SUPPLEMENT TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX – TAX ZONE NO. 22

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services) (the "CFD" or "CFD No. 2018-1") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-1 (Tax Zone No. 22), unless exempted by law or by the provisions of Section E herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-1 (Tax Zone No. 22), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second Residential Unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a Residential Unit. An Accessory Unit shall not be considered a separate Residential Unit for purposes of this RMA and will not be levied a Special Tax.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, Parcel Map or functionally equivalent map or instrument recorded in the Office of the County Recorder. In the absence of such map, the Administrator will make the final "Acre" or "Acreage" determination utilizing available spatial and Geographic Information Systems (GIS) data.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN(s)"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-1 as set forth in the documents adopted by the Council when CFD No. 2018-1 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**Building Square Footage"** means the square footage shown on a Building Permit issued for a Taxable Parcel for the construction of a building, exclusive of ancillary improvements, such as garages, balconies, etc.

"**CFD" or "CFD No. 2018-1"** means the City of Lincoln Community Facilities District No. 2018-1 (City Maintenance Services).

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Commercial Parcel(s)" means a Parcel designated by the County Assessor as having a commercial land use (e.g., stores, markets, shopping centers, motels, hotels, restaurants, fast food, bars, banks, service stations, auto sales and service centers, private recreational facilities, theaters, lodge halls, churches, private schools, day care centers, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Condominium Parcel(s)" means, for each Fiscal Year, all Assessor Parcels designated by the County Assessor with a County Land Use Code of Residential Condominium. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-1.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued for a Commercial Parcel, Industrial Parcel, Mixed Use Parcel, Multi-Family Parcel, Office/Medical Parcel, or Single-Family Parcel on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel of Taxable Property shall be classified as "Developed Property" if it has been occupied by a user as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure. The term "Final Map" or "Parcel Map" shall not include an Assessor's Parcel Map or subdivision map or portion thereof, that does not create lots that are in their final configuration, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Industrial Parcel(s)" means a Parcel designated by the County Assessor as having an industrial land use (e.g., light and heavy industrial, food processing, storage yards, warehouses, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Land Use Classification" means the current or intended use of a Taxable Parcel as determined by the Taxable Parcel's County Land Use Code.

"Maximum Special Tax" means, for each Special Tax Component, the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Mixed Use Parcel(s)" means a Parcel designated by the County Assessor as having multiple land uses such as a residential land use and a commercial land use, a multi-family land use and a commercial land use, etc.

"Multi-Family Parcel(s)" means a Parcel designated by the County Assessor as having a multi-family residential land use (e.g., duplex, tri-plex, four-plex, apartments, mobile homes, timeshares, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Office/Medical Parcel(s)" means a Parcel designated by the County Assessor as having an office, medical or dental land use (e.g., office buildings, office condominiums, hospitals, etc.). If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means, for Developed Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property within each respective Tax Zone. Means for Undeveloped Property, that the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Undeveloped Property within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-1 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-1 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Residential Unit(s)" means an individual building structure for residential use as defined per the County Assessor or for a Multi-Family Residential Parcel, an individual residential unit in a building.

"Single-Family Parcel(s)" means a Parcel designated by the County Assessor as having a single-family residential land use excluding residential condominium parcels. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Special Tax" means the tax levied on Taxable Property within CFD No. 2018-1 to pay the annual Special Tax Requirement for each Special Tax Component.

"Special Tax Component(s)" means one of the following components of the Special Tax: Citywide Tax or Localized Tax.

"Special Tax Requirement" means, for each Special Tax Component, the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services related to the Special Tax Component; (ii) Administrative Expenses attributable to the Special Tax Component; and (iii) amounts needed to cover any delinquencies in the payment of the Special Tax Component which occurred in the previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or "Taxable Parcel(s)" means all Assessors' Parcels within the boundaries of CFD No. 2018-1 that are not exempt from the Special Tax pursuant to law or Section E herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-1, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-1 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-1 that constitutes the Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-1, the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-1 that are not classified as Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels of Taxable Property within CFD No. 2018-1, (ii) determine the Land Use Classification for each Taxable Parcel, (iii) determine whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property, and (iv) determine the Special Tax Requirement for each Special Tax Component.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-1 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Developed Property, the Administrator shall calculate and directly assess the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

1. **Developed Property** - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Developed Property within Tax Zone No. 22 are shown in Table 1 below:

Table No. 1 - Developed Property		
Special Tax Component	Taxable Property Category	FY 2024-25 Maximum Tax
Citywide Tax	Single-Family Parcel	$307.31 /parcel
Citywide Tax	Condominium Parcel	$230.48 /parcel
Citywide Tax	Multi-Family Parcel	$217.01 /unit
Citywide Tax	Office/Medical Parcel	$324.79 /1,000 bldg. sq. ft.
Citywide Tax	Commercial Parcel	$217.01 /1,000 bldg. sq. ft.
Citywide Tax	Institutional Parcel	$217.01 /1,000 bldg. sq. ft.
Citywide Tax	Industrial Parcel	$109.23 /1,000 bldg. sq. ft.
Localized Tax	Single-Family Parcel	$1,007.29 /parcel
Localized Tax	Condominium Parcel	$755.47 /parcel
Localized Tax	Multi-Family Parcel	$711.31 /unit
Localized Tax	Office/Medical Parcel	$1,007.29 /1,000 bldg. sq. ft.
Localized Tax	Commercial Parcel	$1,007.29 /1,000 bldg. sq. ft.
Localized Tax	Institutional Parcel	$1,007.29 /1,000 bldg. sq. ft.
Localized Tax	Industrial Parcel	$1,007.29 /1,000 bldg. sq. ft.

Mixed Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon their combined uses on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments are on the second and third floors, the Parcel will be taxed the Commercial Parcel Special Tax rate based upon the total commercial building square footage and the Multi-Family Parcel Special Tax rate for the 50 apartments.

2. **Undeveloped Property** - The Fiscal Year 2024-25 Maximum Special Tax for each Special Tax Component for all Taxable Parcels of Undeveloped Property within Tax Zone No. 22 are shown in Table 2 below:

Table No. 2 - Undeveloped Property		
Special Tax Component	Taxable Property Category	FY 2024-25 Maximum Tax
Citywide Tax	Single-Family Parcel	$0.00 /acre
Citywide Tax	Condominum Parcel	$0.00 /acre
Citywide Tax	Multi-Family Parcel	$0.00 /acre
Citywide Tax	Office/Medical Parcel	$0.00 /acre
Citywide Tax	Commercial Parcel	$0.00 /acre
Citywide Tax	Institutional Parcel	$0.00 /acre
Citywide Tax	Industrial Parcel	$0.00 /acre
Localized Tax	Single-Family Parcel	$6,389.35 /acre
Localized Tax	Condominum Parcel	$6,389.35 /acre
Localized Tax	Multi-Family Parcel	$6,389.35 /acre
Localized Tax	Office/Medical Parcel	$6,389.35 /acre
Localized Tax	Commercial Parcel	$6,389.35 /acre
Localized Tax	Institutional Parcel	$6,389.35 /acre
Localized Tax	Industrial Parcel	$6,389.35 /acre

3. **Escalation of Maximum Special Tax**

Commencing on July 1, 2025, and each July 1 thereafter, the Maximum Special Tax rates for each Special Tax Component of Developed Property and Undeveloped Property shown in Table No. 1 and Table No. 2 above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Special Tax Component for each Tax Zone for that Fiscal Year and levy each Special Tax Component on all Parcels of Taxable Property therein as follows:

Step 1: Each Special Tax Component shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement for such Special Tax Component;

Step 2: If additional revenue is needed after Step 1, each Special Tax Component shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property for such

Fiscal Year until the amount levied, when combined with the amount of the Special Tax Component levied pursuant to Step 1, is equal to the Special Tax Requirement for such Special Tax Component.

The Special Tax for CFD No. 2018-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-1.

E. EXEMPTIONS

No Special Tax shall be levied on Parcels of Public Property or any privately owned Parcels that are non-developable, such as common areas, wetlands, and open space, parks, etc. except as otherwise provided in this RMA and in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

G. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

H. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section D of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-1 for the purpose of funding ongoing Authorized Services.

I. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or

- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or

- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

J. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

EXHIBIT B

ANNEXATION TERRITORY

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Assessor Parcel Number	Record Property Owner
021-262-049	PEERY - LINCOLN L.P.

UNANIMOUS APPROVAL OF ANNEXATION

Community Facilities District No. 2018-2 (Public Services), City of Lincoln, County of Placer, State of California

Annexation No. 18 – Tax Zone No. 13

August 25, 2026

Community Facilities District No. 2018-2
(Public Services), City of Lincoln,
County of Placer, State of California

The City of Lincoln (the "City") has formed Community Facilities District No. 2018-2 (Public Services), City of Lincoln, County of Placer, State of California (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance some or all of the costs attributable to police safety services, fire protection and suppression services, maintenance services (the "Services") and certain incidental expenses (the "Incidental Expenses") as set forth in Resolution No. 2018-188 adopted by the City Council of the City on August 28, 2018 (the "Resolution of Intention") and in Resolution No. 2018-220 adopted by the City Council of the City on October 9, 2018 (as modified by Resolution No. 2019-020 adopted by the City Council on January 22, 2019) (as modified, the "Resolution of Formation").

The undersigned property owner (the "Owner") hereby states and certifies as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit B hereto (collectively, the "Annexation Territory"). The Owner has provided the City sufficient and current evidence of their ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding August 25, 2026.

3. The Owner hereby acknowledges and agrees that the Annexation Territory is included in the territory proposed to be annexed to the District as set forth in the Resolution of Intention and the Resolution of Formation and as described in the boundary map of the District, recorded on September 7, 2018, at Book No. 3 of Maps of Assessment and Community Facilities Districts at Page No. 79, in the office of the County Recorder for the County of Placer, State of California.

4. This Unanimous Approval constitutes the unanimous approval of the Owner in favor of the following within the meaning of Section 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in the Resolution of Intention and the Resolution the Formation.

(b) Special Tax. The levy of special taxes (the "Special Tax") in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the method of apportionment and manner of collection of that tax as specified in Exhibit A attached hereto and made a part hereof (the "Supplemental Rate and Method of Apportionment").

Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 4 for purposes of the California Constitution, including, but not limited to Articles XIII A and XIII C.

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 4 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien which shall secure each annual levy of the Special Taxes and which shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation, the preparation of an impartial analysis, arguments or rebuttals concerning elections as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to this Unanimous Approval.

The undersigned hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations which may apply in connection with scheduling, mailing and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax as set forth in the Resolution of Formation to allow them to properly complete the Unanimous Approval. The Owner further waives their right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the special tax to finance the costs of the Services for the benefit of the Annexation Territory.

8. The Owner hereby authorizes the City to execute and record in the office of the Recorder of the County of Placer, a notice of special tax lien in accordance with Section 53339.8 of the Act and Streets & Highways Code Section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District.

9. This Unanimous Approval shall be effective upon its execution and delivery.

The foregoing Unanimous Approval is hereby delivered this 13 day of AUGUST, 2026 in Lincoln, California.

PEERY - LINCOLN L.P.,
A DELAWARE LIMITED PARTNERSHIP
By: Cal Hearthstone PBLO GP, LLC
a Delaware limited liability company
Its General Partner

By: _____

Name: Steven C. Porath

Title: Authorized Person

[THIS UNANIMOUS APPROVAL SHALL BE NOTARIZED AND MAY BE SIGNED IN COUNTERPART]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On August 13, 2026 before me, Angela R. Iacobellis, Notary Public,

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

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

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

ANGELA R. IACOBELLIS
Notary Public - California
Los Angeles County
Commission # 2561882
My Comm. Expires Jul 12, 2030

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR TAX ZONE NO. 13

Special Taxes (as hereafter defined) in the City of Lincoln Community Facilities District No. 2018-2 (Public Services) (the "CFD" or "CFD No. 2018-2") shall be levied and collected each Fiscal Year according to the tax liability determined by the Administrator through the application of the appropriate Special Tax rate for Taxable Property, as described below. All property in CFD No. 2018-2 (Tax Zone No. 13), unless exempted by law or by the provisions of Section F herein, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2018-2 (Tax Zone No. 13), unless a separate rate and method of apportionment of special tax is adopted for such annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a secondary residential unit of reduced size (e.g., granny cottage, etc.) that shares a Parcel with a residential unit. An Accessory Unit shall not be considered a separate residential unit for purposes of this RMA and will not be levied a Special Tax.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City or their designee, acting for and on behalf of the CFD as the Administrator thereof, to compute, determine, levy and collect the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto, and the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes, including charges levied by the County, the costs related to the preparation of required reports; and any other costs required to administer the CFD as determined by the Administrator. Administrative expenses shall also include amounts estimated or advanced by the City or the CFD for any other administrative purposes, including but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes according to this Rate and Method of Apportionment of Special Taxes.

"Assessor's Parcel(s)" or **"Parcel(s)"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number(s)" or **"APN"** means a unique number assigned to an Assessor's Parcel by the County Assessor for purposes of identifying a property.

"Authorized Services" means the public services authorized to be funded by CFD No. 2018-2 as set forth in the documents adopted by the Council when CFD No. 2018-2 was formed.

"Building Permit" means a building permit having a building structure improvement valuation over $100,000. Building Permits for the construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded.

"**CFD" or "CFD No. 2018-2"** means the Community Facilities District No. 2018-2 (Public Services) of the City of Lincoln, Placer County, California.

"City" means the City of Lincoln.

"City Manager" means the City Manager of the City of Lincoln.

"Council" means the City Council of the City of Lincoln, acting as the legislative body for CFD No. 2018-2.

"County" means the County of Placer.

"County Assessor" means the Placer County Assessor.

"County Land Use Code" means the land use code assigned to an Assessor's Parcel as indicated in the records of the County Assessor. If it is determined by the Administrator that the County Assessor has assigned an incorrect County Land Use Code, or the assigned County Land Use Code does not correctly describe the intended or current use of the Taxable Parcel, the Administrator may assign a Land Use Classification to the Taxable Parcel described in Section C below.

"Developed Parcel(s)" or **"Developed Property"** means a Parcel, for which a Building Permit has been issued on or prior to June 30 of the preceding Fiscal Year in which Special Taxes are to be levied. In the absence of a Building Permit, any Parcel shall be classified as Developed Property if it has a building structure constructed on the Parcel with an improvement valuation over $100,000 (construction of ancillary structures such as fences, swimming pools, retaining walls, etc. are excluded) as determined by the Administrator on or prior to June 30 of the preceding Fiscal Year. Once classified as a Developed Parcel, no Parcel shall be removed from the developed classification.

"Final Map" or "Parcel Map" means a Final Map, Parcel Map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), that creates lots that do not need to be further subdivided prior to issuance of a building permit for a residential or non-residential structure.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Gross Acre(s)" means the entire acreage of a residential development/neighborhood which includes the underlying area encompassing the Residential Units, streets, and rights-of-way

"High Density Residential" or **"HDR"** means Residential Parcels that have a Residential Intensity of 13 or more Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Low Density Residential" or **"LDR"** means Residential Parcels that have a Residential Intensity of less than 6 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C herein, which can be levied in any Fiscal Year.

"Medium Density Residential" or **"MDR"** means Residential Parcels that have a Residential Intensity of 6 to 12.99 Residential Units per Gross Acre and are not classified as Multi-Family Residential.

"Mixed-Use Parcel(s)" means a Parcel having multiple land uses such as a residential land use and a commercial land use, etc. as determined by the Administrator.

"Multi-Family Residential" or **"MFR"** means Residential Parcels consisting of Residential Units that share common walls including, but not limited to duets, duplexes, triplexes, fourplexes, and building structures with 5 or more Residential Units.

"Property Owner(s)" means the Property Owner(s) of record per current County Assessor records unless more current information is available such as a recorded deed of sale, etc.

"Proportionately" means for all Taxable Parcels, the ratio of the actual annual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Taxable Parcels within each respective Tax Zone.

"Public Property" means, for each Fiscal Year: (i) any property within the boundaries of CFD No. 2018-2 that is owned by or irrevocably offered for dedication to the federal government, the State of California, the City of Lincoln or any other public agency; provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-2 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Intensity" means number of Residential Units per Gross Acre.

"Residential Parcel(s)" means a Parcel designated by the County Assessor as having a single-family or multi-family residential County Land Use Code.

"Residential Unit(s)" means, for a Residential Parcel, the individual residential unit on such Parcel, or for a multi-family Residential Parcel, an individual residential unit in a building.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Special Tax(es)" means the tax levied on Taxable Property within CFD No. 2018-2 to pay the annual Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cover any delinquencies in the payment of the Special Taxes which occurred in the

previous Fiscal Year or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"Taxable Property" or **"Taxable Parcel(s)"** means all Residential Parcels within the boundaries of CFD No. 2018-2 that are not exempt from the Special Tax pursuant to law or Section F herein.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to CFD No. 2018-2, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels to be included within a Tax Zone when such Parcels are annexed to CFD No. 2018-2 shall be identified by Assessor's Parcel Number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into CFD No. 2018-2 that constitutes the Property Owner's approval and unanimous vote in favor of annexing into CFD No. 2018-2, and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

"Undeveloped Parcel(s)" or **"Undeveloped Property"** means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2018-2 that are not classified as Developed Parcels.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall: (i) identify the current Assessor's Parcel Numbers for all Parcels within CFD No. 2018-2 (ii) determine whether each Parcel is a Taxable Parcel or exempt from the Special Tax pursuant to law or Section F herein, (iii) classify each Taxable Parcel as a Developed Parcel or Undeveloped Parcel (iv) classify each Developed Parcel as either LDR, MDR, HDR, MFR, or a Mixed Use Parcel and (iv) determine the Special Tax Requirement.

In any Fiscal Year, if it is determined that a Final Map or Parcel Map for a portion of property in CFD No. 2018-2 was recorded after the last date upon which the County Assessor will incorporate the newly-created Parcels into the then current tax roll, and the County Assessor does not yet recognize the new Parcels that will be created by the Final Map or Parcel Map, and one or more of the newly-created Parcels would meet the definition of Taxable Property, the Administrator shall calculate and directly levy the Special Tax for the property affected by recordation of the Final Map or Parcel Map by determining the Special Tax that applies separately to each new Parcel that will be created by that Final Map or Parcel Map, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the Final Map or Parcel Map.

C. MAXIMUM SPECIAL TAXES

The Fiscal Year 2026-27 Maximum Special Tax for all Taxable Parcels within Tax Zone No. 13 are shown in the table below:

Taxable Property Category	FY 2026-27 Maximum Tax
Low Density Residential	$491.80 /Residential Unit
Medium Density Residential	$491.80 /Residential Unit
High Density Residential	$347.35 /Residential Unit
Multi-Family Residential	$309.52 /Residential Unit
Undeveloped Parcels	$0.00 /Parcel

Mixed-Use Parcels will have their Maximum Tax calculated each Fiscal Year based upon the number of Residential Units on the Parcel. For example, if a one-acre parcel has commercial uses on the ground floor and 50 apartments on the second and third floors, the Parcel will be taxed as Multi-Family Residential.

D. ESCALATION OF MAXIMUM SPECIAL TAX

Commencing on July 1, 2027, and each July 1 thereafter, the Maximum Special Tax Rates shown in Section C above shall be increased by applying the percentage increase in the Consumer Price Index (San Francisco-Oakland-Hayward All Urban Consumers) from the prior year (February to February) plus three percent (3.00%).

E. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for each Tax Zone for that Fiscal Year and levy on all Taxable Parcels Proportionately up to 100% of the Maximum Special Tax for each Taxable Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement. The Special Tax will be equal to the Maximum Special Tax every Fiscal Year unless otherwise determined by the Administrator.

The Special Tax for CFD No. 2018-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2018-2.

F. EXEMPTIONS

Special Taxes shall not be levied on Parcels not classified as a Residential Parcel or a Mixed-Use Parcel.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City through an ordinance or resolution of the Council for purposes of clarifying any vagueness or ambiguity in this RMA.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to pay the Special Tax Requirement.

I. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section E of this Rate and Method of Apportionment on an annual basis on all Taxable Property in CFD No. 2018-2 for the purpose of funding ongoing Authorized Services.

J. REVIEW/APPEALS OF THE SPECIAL TAX

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred; the Administrator in consultation with the City Manager shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Property Tax Bill for the current Fiscal Year, or
- Have the CFD reimburse the property owner for the amount of overpayment for the current Fiscal Year if CFD funds are available, or
- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current Fiscal Year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel. If the City Council determines an error exists; the Administrator shall take any actions as described above, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

K. SEVERABILITY

The invalidity or unenforceability of any provisions of this Rate and Method of Apportionment of Special Tax shall not affect the validity or enforceability of any other provision of this Rate and Method of Apportionment of Special Tax, which shall remain in full force and effect.

EXHIBIT B

ANNEXATION TERRITORY

Real property in the City of Lincoln, County of Placer, State of California, described as follows:

Assessor Parcel Number	Record Property Owner
021-262-049	PEERY - LINCOLN L.P.

STAFF REPORT

Item Number 12.E

SUBJECT: Adopt a Resolution Authorizing the City Manager to Execute First Amendment to Option and Tower Structure License Agreement with New Cingular Wireless PCS, LLC extending the agreement an additional twelve (12) months. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: City Attorney's Office

DATE: August 25, 2026

STAFF RECOMMENDATION:

Staff recommend that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to Option and Tower Structure License agreement with New Cingular Wireless, extending the term an additional twelve (12) months.

BACKGROUND/INTRODUCTION:

The City entered into the Option and Tower Structure License Agreement dated September 10, 2024, with New Cingular Wireless, granting a licensing option to four hundred twenty (420) square feet of ground space located at McBean Park. Agreement includes replacing a standard light pole to accommodate antennas and IT microwave dish as well as new building/structure to house ground equipment and a backup generator. The proposed structure would match existing park buildings.

The design/review process for the modification needed to effectuate the licensing agreement and to begin construction is ongoing. Additionally, the City is evaluating a request for additional easement for PG&E, should that be needed, Council approval will be requested for the easement. It is not uncommon for this type of licensing agreement to require additional time to complete and effectuate.

FINDINGS/ANALYSIS:

The executed Option and Tower Structure License Agreement is attached. The value of the licensing agreement is unchanged from staff's initial assessment and City Council's approval in 2024.

FISCAL IMPACT:

In consideration of approving the first amendment to the Option and Tower Structure License Agreement, Cingular Wireless will provide the City a payment of one thousand dollars ($1,000). Once the agreement is fully effectuated the City would receive $3,000 monthly (or $36,000 annually) from the lease, with a 3% annual escalator. Over the course of the 25-year term, this would equate to approximately $1.3 million in revenue into the General Fund for the City of Lincoln.

ATTACHMENTS:

Resolution_First_Amendment_Option_and_Tower_Structure_Agreement.docx

15549738_CVL02485_First Amendment to Option Tower Structure License Agreement_08.11.26_PG&E Language_clean.docx

Option and Tower license agreement.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE FIRST AMENDMENT TO OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

WHEREAS, the City entered into an Option and Tower Structure License Agreement dated September 10, 2024, with Cingular Wireless, granting a licensing option to four hundred twenty (420) square feet of ground space located at McBean Park; and

WHEREAS, the original agreement includes construction of a new cell site at McBean Park, collocating their antennas and IT microwave dish on a pole with park lights, as well as new equipment building/structure to house ground equipment and a backup generator; and

WHEREAS, the design/review process for the modification needed to effectuate the licensing agreement and begin with the construction is ongoing; and

WHEREAS, in consideration of approving the first amendment to the Option and Tower Structure License Agreement, Cingular Wireless will provide the City with a one-time payment of one thousand dollars ($1,000).

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes the City Manager to execute the First Amendment to Option and Tower Structure License agreement with New Cingular Wireless, extending the term an additional twelve (12) months.

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

Market: Northern California
Cell Site Number: CVL02485
Cell Site Name: McBean Park
Search Ring Name: CVL02485 (CA)
Fixed Asset Number: 15549738

FIRST AMENDMENT TO OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**First Amendment Effective Date**"), is entered into by City of Lincoln, a municipal corporation, having a mailing address of 600 6th St., Lincoln, CA 95648 ("**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee entered into that certain Option and Tower Structure License Agreement dated as of September 10, 2024 (the "**Agreement**"), whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the real property located at 61 McBean Park Dr., City of Lincoln, in the County of Placer, State of California 95648 [APN:008-330-001-000, 008-330-002-000, 008-180-004-000, 008-220-009-000] (the "**Property**"); and

WHEREAS, Licensor and Licensee desire to amend the Agreement to add one (1) additional twelve (12) month Option Term (as defined in Section 1 below); and

WHEREAS, the Parties wish to confirm the easement and access rights associated with the utility route established in the Agreement.

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof;

NOWTHEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Extension of Option Term.** The Option may be exercised during an additional option term of twelve (12) months commencing on the First Amendment Effective Date (the **"Additional Option Term"**). During the Additional Option Term, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor licenses the Premises to Licensee subject to the terms and conditions of the Agreement, as amended by this First Amendment. If Licensee does not exercise the Option during the Additional Option Term or any extension thereof, then the Agreement will terminate, and the parties will have no further liability to each other.

2. **Consideration.** In consideration of Licensor granting Licensee an Additional Option Term, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the First Amendment Effective Date.

3. **Amendment to Access Provision**. Paragraph 12, "Access" is hereby amended to append the following:

In addition to the provisions of this Paragraph 12, and for the avoidance of any doubt regarding utility access rights, Landlord grants to Tenant and utility service supplier the right to receive utility services including, but not limited to electric facilities, appurtenances and associated equipment, and the right for the utility service supplier to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use said utility facilities, together with the right for the utility service supplier to ingress and egress from said utility facilities across the Property as set forth in Exhibit 1-A. Landlord grants the right for the utility service supplier to trim or cut down any trees or brush within five (5) feet on each side of the centerline of said utility facilities. In addition, Landlord shall not erect or construct any building or other structure, or drill or operate any well within five (5) feet on each side of the centerline of said utility facilities.

4. **Notices.** Section 17 (Notices) of the Agreement is hereby deleted in its entirety, and replaced with the following:

Notices. All notices, requests and demands hereunder will be given as follows:

"For Notices of Default to Licensee:

a. To Licensee's Lease Administration Department by email at NoticeIntake@att.com; and
b. To Licensee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept. – Network Operations
Re: Cell Site #: CVL02485
Cell Site Name: McBean Park (CA)
Fixed Asset #:15549738
208 S. Akard Street
Dallas, TX 75202-4206

All other notices will be sent:

(a) To Licensee's Lease Administration Department by email at NoticeIntake@att.com with the FA#, Cell Site #, and Cell Site Name in the email subject line.
(b) To Licensor at:
City of Lincoln
City Manager600 6th Street
Lincoln, CA 95648

With a copy to:
City of Lincoln
City Attorney
600 6th Street
Lincoln, CA 95648

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail may be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the First Amendment Effective Date.

"**LICENSOR**"

City of Lincoln, a municipal corporation

By: _____

Print Name:_____

Its: _____

Date:_____

"LICENSEE"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____

Its:_____

Date: _____

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Market: Northern California
Cell Site Number: CVL02485
Cell Site Name: McBean Park
Search Ring Name: CVL02485_SR
Fixed Asset Number: 15549738

OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Lincoln, a municipal corporation, having a mailing address of 600 6th St, Lincoln, CA 95648 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, having a common street address of 61 McBean Park Dr, City of Lincoln, in the County of Placer, State of California 95648 [APN:008-330-001-000,008-330-002-000,008-180-004-000,008-220-009-000] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor hereby grants to Licensee an option (the "**Option**") to license a portion of the Property consisting of:

(i) Approximately four hundred twenty (420) square feet of ground space, as described on attached **Exhibit 1,** for the placement of Licensee's equipment (the "**Ground Space**");

(ii) The portion of the Tower selected by Licensee and dedicated for Licensee's exclusive use, and consisting of an envelope of ten (10) contiguous vertical feet of space within which any portion of Licensee's communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 10-foot vertical envelope and any portion of vertical space on the Tower on which Licensee's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Licensee may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Licensee's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Licensor's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Licensee, such as Licensee's utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Ground Space and Primary RAD Space; and between Licensee's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-

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way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the **"Premises."**

(b) During the Option period and any extension thereof, and during the term of this Agreement, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Licensee for an additional one (1) year upon written notification to Licensor and the payment of an additional One Thousand and No/100 Dollars ($1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Licensee without the written consent of Licensor. Upon notification to Licensor of such sale, assignment or transfer, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor licenses the Premises to the Licensee subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. <u>PERMITTED USE.</u>

(a) Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the

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"**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its licensees and sublicensees, the right to use such portions of the Licensor's Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee may install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, with approval by Licensor, which such approval shall not be unreasonably withheld, delayed or conditioned. Licensee may also be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Licensor agrees that Licensee may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that Licensee uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Licensee's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained.

3. TERM.

(a) The initial license term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

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

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**." Notwithstanding anything to the contrary contained in this Agreement, neither the licenses granted to Licensee in this Agreement nor this Agreement are revocable at will, and may only be terminated in accordance with the terms specified in this Agreement.

4. RENT.

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(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, Three Thousand and No/100 Dollars ($3,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within ninety (90) days after the Rent Commencement Date.

(b) In the event that Licensee uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars ($250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Three Percent (3%) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

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

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

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

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

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

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

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

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

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7. INSURANCE. Licensee shall carry and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

(a) **SCOPE AND LIMIT OF INSURANCE**. Coverage shall be as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits of $2,000,000 per occurrence and $4,000,000 general aggregate.

(ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of $1,000,000 per accident for bodily injury or disease and policy limit. (This applies to lessees with employees).

(iii) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Licensee self-insures this risk.

(b) **OTHER INSURANCE PROVISIONS**. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The Licensor, its officers, officials and employees are to be included as additional insureds by endorsement on the CGL policy with respect to liability caused, in whole or in part, by work or operations performed by or on behalf of the Licensee in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(ii) Primary Coverage. For any claims related to this contract, the Licensee's insurance CGL coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 as respects the Licensor, its officers, officials and employees. Any insurance or self-insurance maintained by the Licensor, its officers, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies if required to meet the required limits.

(iii) Umbrella or Excess Policy. The Licensee may use any combination of Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, primary and non-contributory, additional insured and defense requirements.

(iv) Notice of Cancellation. Licensee will provide a least thirty (30) days written notice to Licensor of cancellation of any required coverage that is not replaced.

(v) Waiver of Subrogation. To the extent permitted by law, Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to carry any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer, except for Licensee's self-insured property coverage where Licensee shall include Licensor as joint loss payee in lieu of waiver of subrogation and such status as joint loss payee shall void the requirement for waiver of subrogation for Licensee's self-insured property coverage.

(vi) Self-Insured Retentions. Any and all SIRs shall be the sole responsibility of Licensee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

(vii) Acceptability of Insurers. Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.

(viii) Verification of Coverage. Licensee shall furnish the Licensor with certificates of insurance and amendatory endorsements of coverage required by this clause. However, failure to carry the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.

(ix) Special Risks or Circumstances. Licensor reserves the right, but not more frequent than once every five (5) years and upon at least sixty (60) days written notice to Licensee, to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances,

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of comparable buildings in the vicinity of the building are generally requiring Licensees leasing space comparable in size to the Licensed Premises and in such comparable buildings to maintain higher levels of coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

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

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

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

9. INDEMNIFICATION.

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

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

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

11. ENVIRONMENTAL.

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

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

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

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. ACCESS. At all times throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Licensor grants to Licensee such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access. Licensor shall execute a letter granting

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Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Licensee under this Agreement or at law or equity, Licensor shall pay Licensee, as liquidated damages and not as a penalty, $500.00 per day in consideration of Licensee's damages until Licensor cures such default. Licensor and Licensee agree that Licensee's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Licensor will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Licensee as a condition of this Agreement or any required permit. Licensor shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Licensor allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Licensor shall at all times during the Term of this Agreement reserve and have ready for Licensee's immediate use sufficient structural loading capacity on the Tower to support Licensee's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90º) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Licensor shall be responsible for the costs of all structural modifications to the Tower; provided that Licensee shall be responsible for the costs of all structural modifications to the Tower required to provide the Allowed Wind Load Surface Area for the Communication Facility, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Licensee will pay Licensor for the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications

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to comply with the Structural Standards, Licensee may, in its sole discretion, pay Licensor either (i) the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Licensee be responsible for Tower modification costs to support the installations of other licensees or for the Tower to comply with applicable law so long as Licensee's installation is within the Allowed Wind Load Surface Area.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to the Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(d) As noted in Section 4(d) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee sub-meters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(e) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall grant to any service company providing utility or similar services, including electric power and telecommunications, the necessary access rights over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon service company's request, Licensor will execute a separate recordable easement evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

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

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist

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if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Licensee will have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement, in whole or in part, without Licensor's consent, only to: (i) an Affiliate of Licensee, or (ii) any entity that acquires all or substantially all of Licensee's assets in the market, as defined by the Federal Communications Commission, in which the Property is located. Upon notification to Licensor of such Transfer, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such Transfer. Licensee will also have the right to sublease or license the Premises, in whole or in part, without Licensor's consent, **only** to an Affiliate of Licensee. Licensee shall not otherwise have the right to Transfer this Agreement, or sublease or license the Premises, without Licensor's prior written consent.

(b) Upon Licensor's approval of Licensee's request to sublease or license any portion of Licensee's Premises to a third party (other than to an Affiliate of Licensee) (each such non-Affiliate third party, a "**Subsequent User**"), then Licensee shall include a condition in its sublicense, license or other use agreement with each Subsequent User, that the Subsequent User must enter into a separate lease, license or other agreement with Licensor for separate ground space on the Property and/or Tower space. Licensor and Licensee confirm that the foregoing obligation shall not apply to any sublicense, license or other use agreement between Licensee and any Affiliate of Licensee. For the avoidance of doubt, Licensor shall be entitled to all rent or fees derived from Licensor's separate leasing or licensing of ground space and Tower space to a Subsequent User, and Licensee shall be entitled to all rent or fees derived from Licensee's subleasing or licensing its space within its Premises. Licensor covenants and agrees that it shall make such additional ground and/or Tower space available to each Subsequent User to the extent that space is reasonably available and otherwise on terms and conditions reasonably comparable to those contained in this Agreement. Licensor and Licensee agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this section regarding the potential for sublicensing or licensing of space to Subsequent Users. Any sublicense or license that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

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

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
208 S. Akard Street
Dallas, TX 75202-4206

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If to Licensor: City of Lincoln
Parks and Recreation Dept.
600 6th St.
Lincoln, CA 95648

With a copy to: City of Lincoln
City Attorney's Office
600 6th St.
Lincoln, CA 95648

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

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

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

21. TAXES.

(a) Licensor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp,

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gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Premises if and as set forth in this Section 21, and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

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

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

(d) Licensee shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensor.

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

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licensor shall provide Licensee's address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

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

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22. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licensor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licensor under this Agreement, including Licensor's obligation to cooperate with Licensee as provided hereunder.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

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

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

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Intentionally deleted.

24. MISCELLANEOUS.

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

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

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

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(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property.

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

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

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

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

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

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

(k) **W-9/FTB 590.** As a condition precedent to payment, Licensor agrees to provide Licensee with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

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

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys'

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fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Licensor and/or Licensee, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"**LICENSOR**"

City of Lincoln, a municipal corporation

DocuSigned by:

By: Sean Scully
9EA1058A3D60483...

Print Name: Sean Scully

Its: City Manager

Date: 9/9/2024

"**LICENSEE**"

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

By: AT&T Mobility Corporation
Its: Manager

Signed by:

By: Vani Muller
2FA953AD04E54DB...

Print Name: Vani Muller

Its: Area Manager

Date: 9/10/2024

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EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Option and Tower Structure License Agreement dated 9/10/2024, 2024, by and between City of Lincoln, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

Licensor's Property of which the Premises are a part is described as follows:

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

Also together with a non-exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

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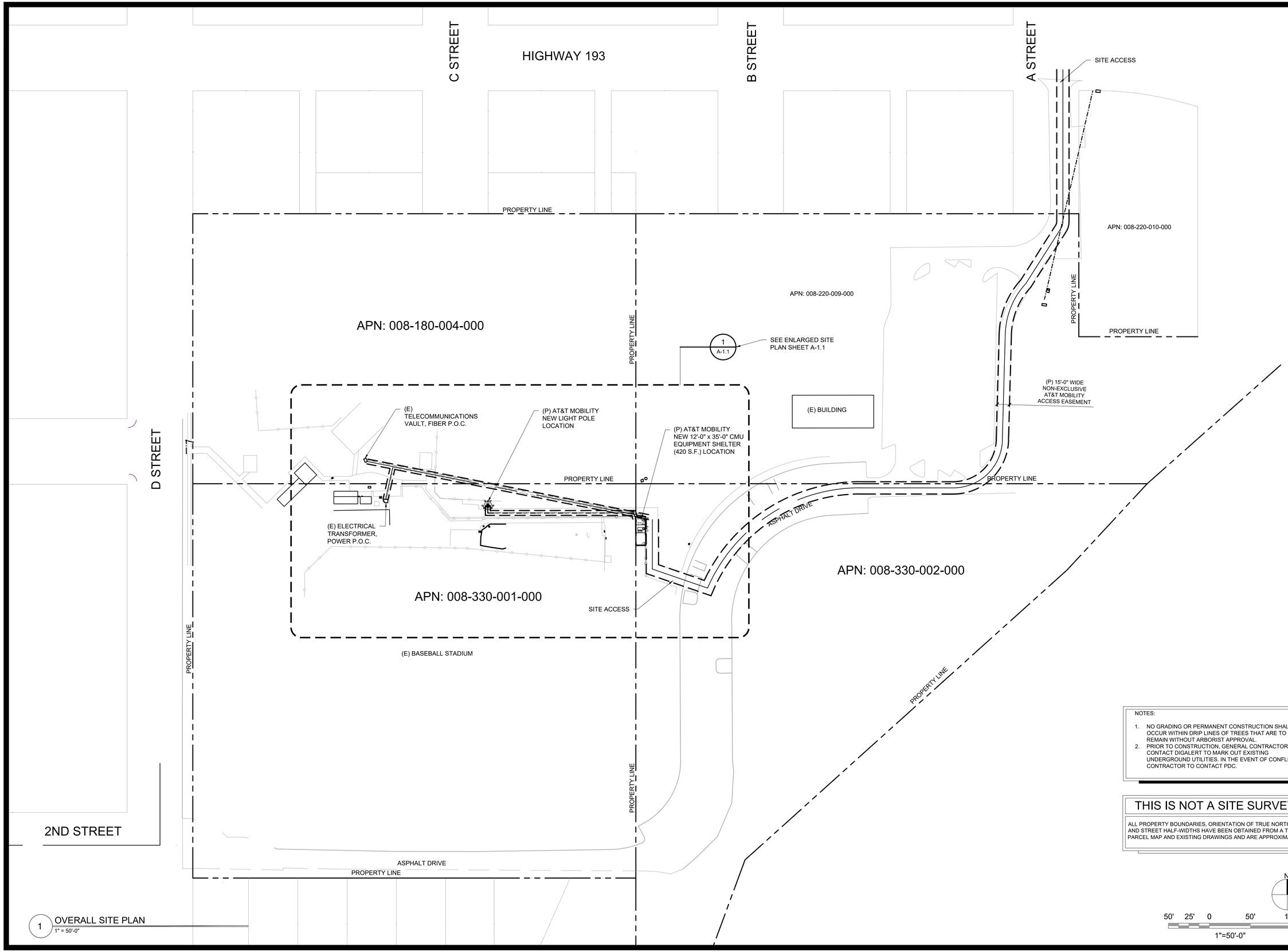
The Premises are described and/or depicted as follows:

AT&T Site Plans Dated September 3,2024, Prepared by Norman Scheel Structural Engineer, and Consisting of Four (4) Pages, Appears on Following Pages]

Notes:

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

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1 OVERALL SITE PLAN
1" = 50'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

APN: 008-180-004-000

PROPERTY LINE

(E) BUILDING

(E) TELECOMMUNICATIONS VAULT, FIBER P.O.C.

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

SECTOR A AZIMUTH 0°

(E) BUILDING

(E) BUILDING

(E) BUILDING

(P) AT&T MOBILITY NEW LIGHT POLE LOCATION

PROPERTY LINE

PROPERTY LINE

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

1 A-2 SEE ENLARGED EQUIPMENT PLAN SHEET A-2

(P) AT&T MOBILITY NEW 12'-0" x 35'-0" CMU EQUIPMENT SHELTER (420 S.F.) LOCATION

(E) ELECTRICAL TRANSFORMER, POWER P.O.C.

1 A-3 SEE ENLARGED ANTENNA PLAN SHEET A-3

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

(P) 15'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY ACCESS EASEMENT

SECTOR B AZIMUTH 240°

SECTOR C AZIMUTH 120°

ASPHALT

SITE ACCESS

ASPHALT DRIVE

APN: 008-330-001-000

APN: 008-330-002-000

(E) BASEBALL STADIUM

PROPERTY LINE

20' 10' 0 20' 40'

1"=20'-0"

N

1 ENLARGED SITE PLAN
1" = 20'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648

FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	CVL02485
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

ENLARGED SITE PLAN

Sheet Number:

A-1.1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GEIL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GEIL ENGINEERING. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEIL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603–5015
Phone: (530) 885–0426 * Fax: (530) 823–1309

A.T. & T. Mobility

Project Name: CVL02485 / McBean Park

Project Site Location: D Street
Lincoln, CA 95648
Placer County

Date of Observation: 08–21–24

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Stadium Pole Replacement

Coordinates (Tower) (NAD83)
Latitude: N 38° 53' 20.44" N 38.889011°
Longitude: W 121° 17' 15.40" W 121.287611°

ELEVATION of Ground at Structure (NAVD88) 169.5' AMSL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1–A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California RCE 14803

DATE OF SURVEY: 08–21–24

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, RCE 14803

LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.35' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: 1'

ASSESSOR'S PARCEL NUMBER: 008–330–001–000 &
008–330–002–000 &
008–330–004–000

LANDLORD(S): CITY OF LINCOLN
600 6TH STREET
LINCOLN, CA 95648

Lease Area Description

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

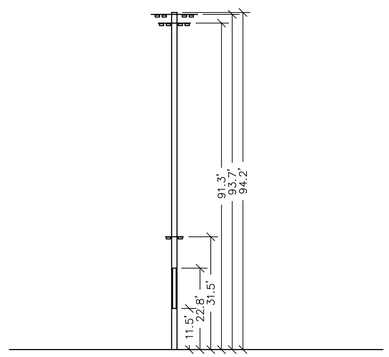
Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non–exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

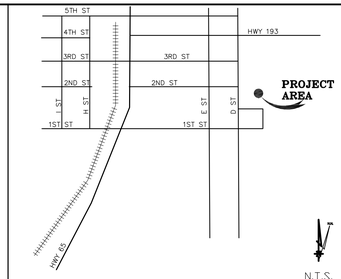
Also together with a non–exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non–exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

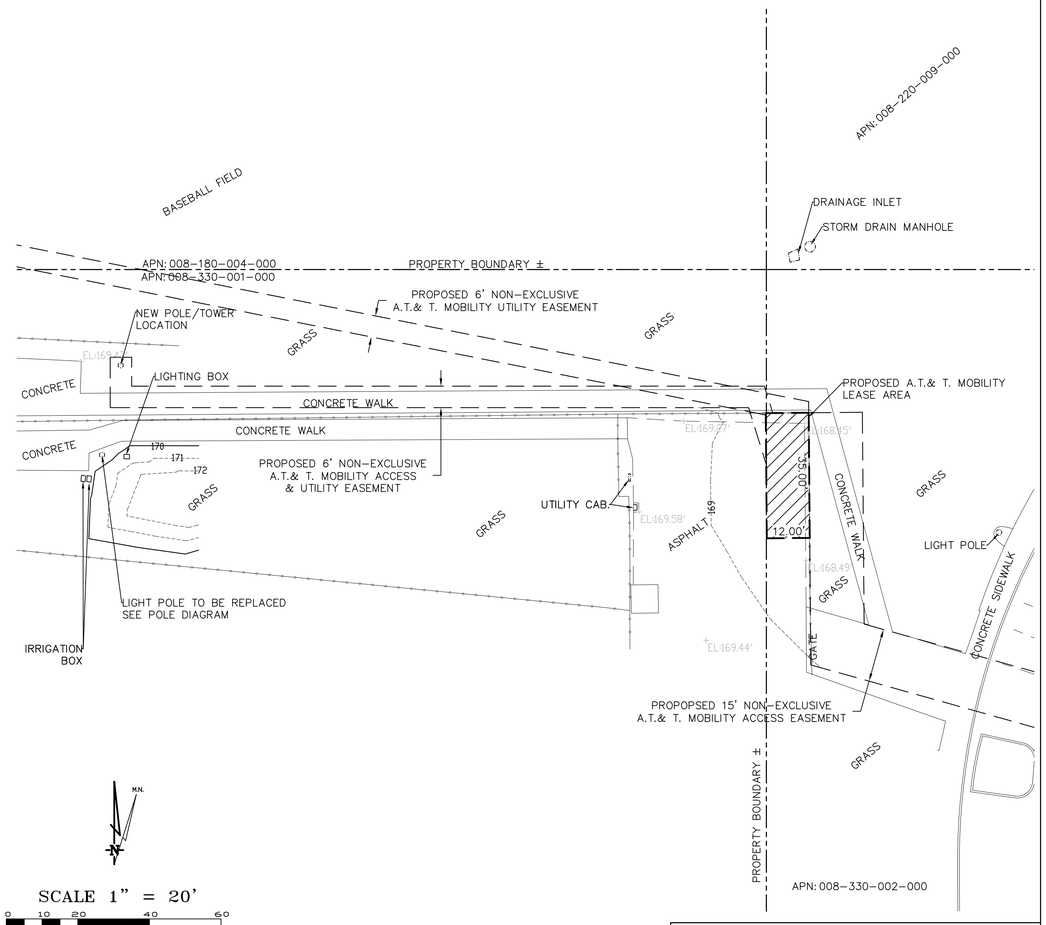
Also together with a non–exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.



POLE DIAGRAM



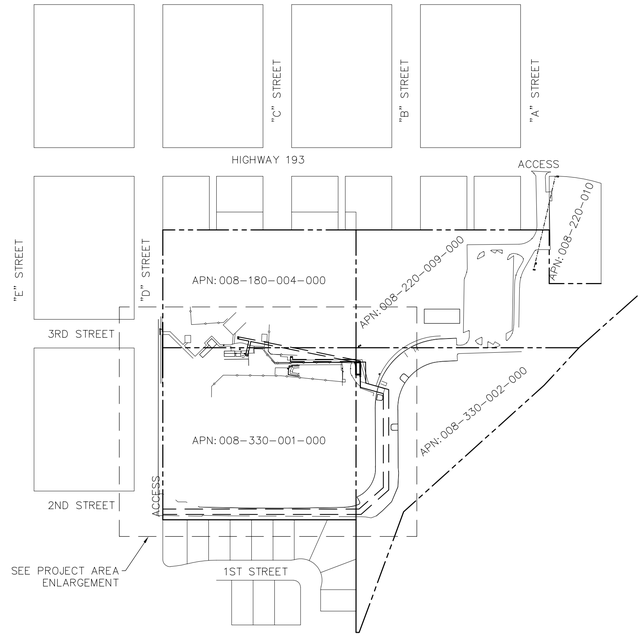
LINCOLN, CA VICINITY MAP



SCALE 1" = 20'

0 10 20 40 60

LEASE AREA ENLARGEMENT



SCALE 1" = 200'

OVERALL PROJECT AREA

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\VN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885–0426
Fax: (530) 823–1309

at&t MOBILITY

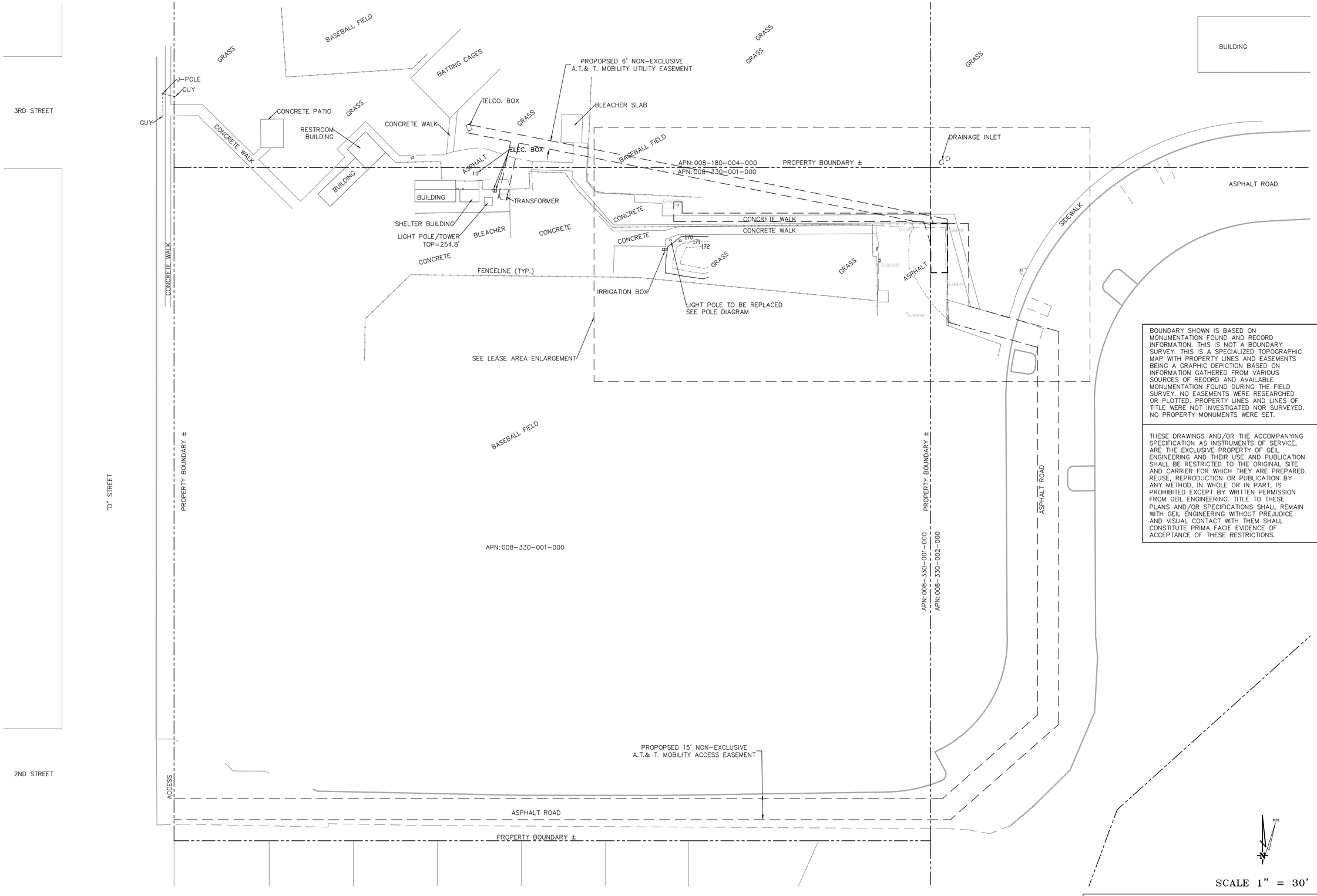
CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS			
REV	08–22–24 N. ROHDE	DRAWING SUBMITTAL	
REV	08–26–24 N. ROHDE	LEASE AREA ADDED	
REV			
REV			
REV			
REV			

Sheet
C–1

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SCALE 1" = 30'

PROJECT AREA ENLARGEMENT

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

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DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\IN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING
1228 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885-0426
Fax: (530) 823-1309

at&t MOBILITY

CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

Sheet
C-2

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EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None.

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EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

{This Letter Goes On Licensor's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Licensor, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a license with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

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

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

_____
Licensor Signature

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: –Network Real Estate Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

APN's: 008-330-001-000,008-330-002-000, 008-180-004-000,008-220-009-000

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

Cell Site No.: CVL02485
Search Ring Name: CVL02485_SR
Cell Site Name: McBean Park
Fixed Asset No.: 15549738
State: California
County: Placer

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2024, by and between City of Lincoln, a municipal corporation, having its principal office at 600 6th St, Lincoln, CA 95648 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and Tower Structure License Agreement ("**Agreement**") on the ___ day of_____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

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

LICENSOR:

City of Lincoln, a municipal corporation

By: _____

Name: _____

Its: City Manager

Date: _____

LICENSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

LICENSOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

LICENSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of License dated _____, 2024, by and between City of Lincoln, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

Licensor's Property of which the Premises are a part is described as follows:

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

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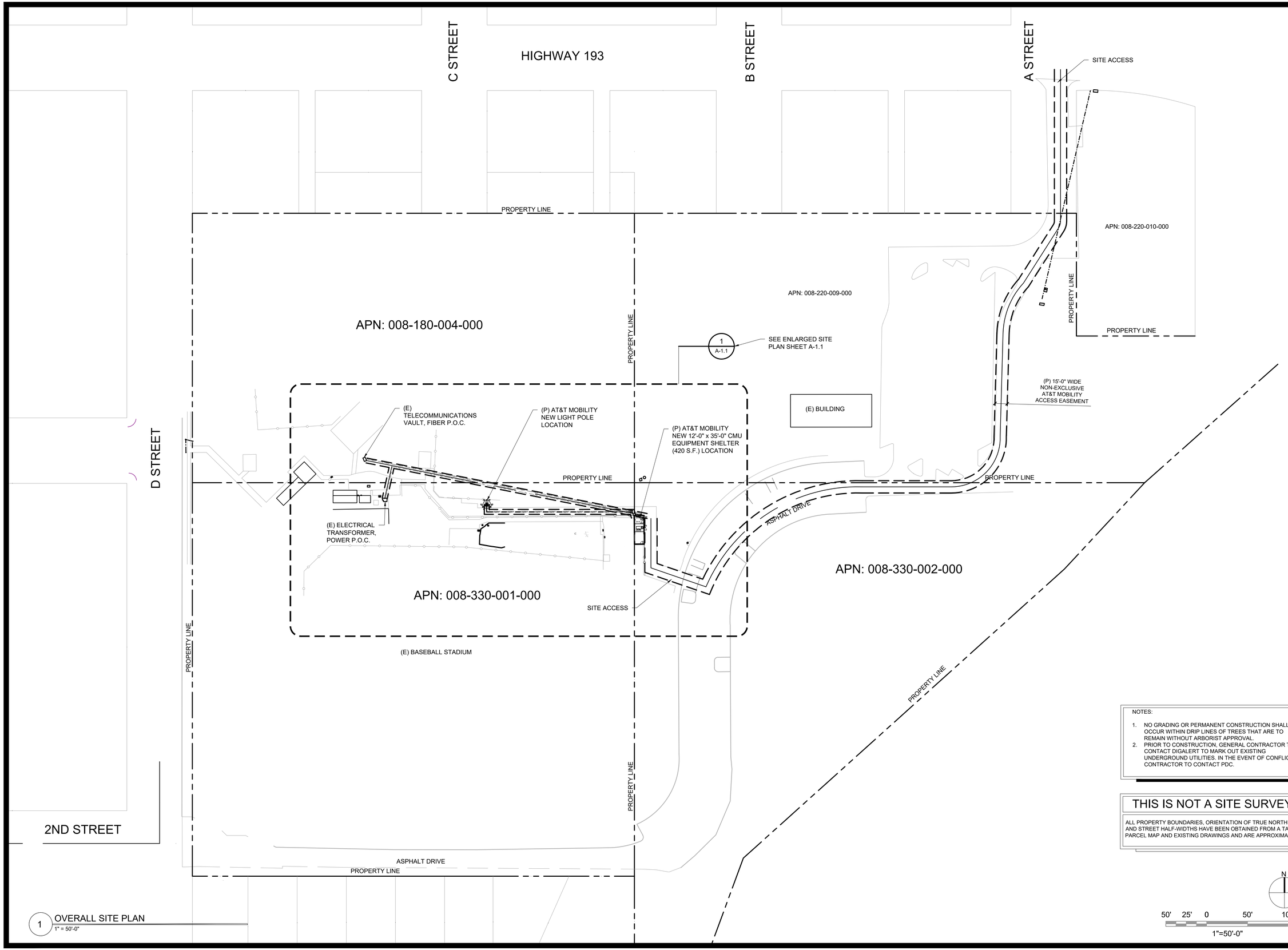
Also together with a non-exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

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The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Placer County Appears on Following Page]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4



1 OVERALL SITE PLAN
1" = 50'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2022 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP code

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ▶ _____ Date _____

7061223 Form 590 2021

STAFF REPORT

Item Number 12.F

SUBJECT:

Adopt a Resolution Designating Councilmember Holly Andreatta as the City of Lincoln's Voting Delegate and Councilmember Ben Brown as the Alternate at the League of California Cities (Cal Cities) 2026 Annual Conference. (Hope Ithurburn)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: August 25, 2026

STAFF RECOMMENDATION:
Stafff recommends City Council adopt a resolution designating the City of Lincoln's voting delegate and alternate to the League of California Cities (Cal Cities) 2026 Annual Conference and Expo at the Anaheim Convention Center, Sept. 23-25.

BACKGROUND/INTRODUCTION:
Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy. Taking place on September 25th, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Our City's appointed voting delegate plays an important role during the General Assembly by representing our city and votes on resolutions. To cast a vote during the General Assembly, our city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Consistent with Cal Cities bylaws, a city’s voting delegate and up to two alternates must be designated by the city council. The voting delegate and alternates must be registered to attend the conference.

FISCAL IMPACT:
The City will bear expenses for attendance to the conference and the FY 2026/27 approved budget includes $5800 for the cost of the conference within the City Council budget, General Fund 1000.

ATTACHMENTS:
REVISED - Cal_Cities_Conference_-_Voting_Delegate_and_Alternate__2026 (1).docx

2026-voting-delegate-information-packet.pdf

RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING AND DESIGNATING THE VOTING DELEGATE AND ALTERNATE(S) TO THE 2026 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

WHEREAS, the 2026 League of California Cities Annual Conference is scheduled for September 23 - 25, 2026 and will be held at the Anaheim Convention Center; and

WHEREAS, Councilmember Holly Andreatta and Councilmember Ben Brown will be attending the Annual Conference on behalf of the City of Lincoln; and

WHEREAS, the General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy; and

WHEREAS, our City's appointed voting delegate plays an important role during the General Assembly by representing our city and votes on resolutions; and

WHEREAS, in order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Lincoln does hereby designate and authorize the City of Lincoln's voting delegate as Councilmember Andreatta and alternate as Councilmember Brown.

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor
ATTEST:

_____
Hope Ithurburn, City Clerk

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

STAFF REPORT

Item Number 12.G

SUBJECT: Adopt a Resolution Accepting the Police Department Parking Lot Expansion Capital Improvement Project (CIP) 626 as Complete and Authorizing the City Clerk to File the Notice of Completion with the Placer County Recorder. (Jonnelyn Espartero)

SUBMITTED BY: Jonnelyn Espartero

DEPARTMENT: Engineering

DATE: August 25, 2026

STAFF RECOMMENDATION:

Staff recommends the City Council adopt a resolution accepting the PD Parking Lot Expansion Capital Improvement Project (CIP) 626 as complete and authorizing the City Clerk to file the Notice of Completion with the Placer County Recorder (Attachment B).

BACKGROUND/INTRODUCTION:

The Capital Improvement Program for FY 2023/25 includes CIP 626 PD Parking Lot Expansion Project. The purpose of this project is to extend the existing parking lot limits north on the west side of the existing Union Pacific Railroad (UPRR) railroad track. The Lincoln Police Department is running out of parking spaces for their vehicles and staff to park personal vehicles while on duty.

On March 14, 2023, a Task Order was executed with REY Engineers for the PD Parking Lot Expansion Project that included preliminary engineering, boundary and topographic surveys, design and bid documentation preparation.

On September 9, 2025, REY completed the plans and technical specifications, and City staff published the invitation for bids in the Lincoln New Messenger, PlanetBids and the City website.

On October 28, 2025, the City Council approved Resolution 2025-160 authorizing a budget augmentation of $221,352 from the unencumbered balance of Fund 2410 to PD Parking Lot Expansion (CIP 626); authorizing the City Manager to execute a contract for construction with Baldoni Construction Service Inc. in the amount of $639,999 for the construction of the project and authorizing the City Engineer to approve change orders not to exceed $64,000; and authorizing the City Manager to execute a contract with Coastland Civil Engineering for

construction management and inspection services for an amount not to exceed $82,800.

The project is complete and all change orders have been finalized for a total change order amount of $27,468 or 4.3% of the original amount $639,999. A summary of the change orders is shown in the table below.

Change Order No.	Description	Cost
1	Eight (8) working day time extension	$0
2	Extra Work: Modified electrical work due to plan revision	$18,056
3	Extra Work: Installation of geogrid at electrical trenches & over-ex and recompaction of unsuitable subgrade	$3,330
4	Extra Work: Dewatering and Pumping Operations	$1,321
5	Extra Work: Installation of ¾" crushed rock for PG&E access	$675
6	Extra Work: Replacement of keypad with card reader	$4,086
	Total	**$27,468**

FINDINGS/ANALYSIS:

Final inspection of the improvements was performed on August 3, 2026. Staff has determined that the work performed by Baldoni Construction Service, Inc. is complete and in conformance with the contract terms. Baldoni Construction Service Inc. has provided Warranty Bond (Attachment C) and Guarantee Letter (Attachment D) to guarantee the work for a period of one year from the filing of the attached Notice of Completion.

FISCAL IMPACT:

Budgeted

CIP 626 PD Parking Lot Expansion

Fund 2410	$755,000
Fund 2410 (budget augmentation)	$221,352
Total	$976,352

Actual Design Cost

R.E.Y. Engineers	$112,751

CEQA Notice of Exemption	$ 52
Purchase of UPRR Property	$ 76,000
Coastal – Parcel Research	$ 750
Total Cost	$189,553

Actual Construction Cost

Baldoni Construction, Inc.	$638,349
Coastland CM & Inspection	$ 78,325
Contingency (4.3%)	$ 27,468
Total Cost	$744,142

Budgeted Remaining

Fund 2410	$42,657

ATTACHMENTS:

PD Parking Lot NOC.DOC2.Attachment A Reso.2026Aug25.jespartero.docx

PD Parking Lot NOC.DOC3.Attachment B Notice of Completion.2026Aug25.jespartero.docx

PD Parking Lot NOC.DOC4.Attachment C Warranty Bond.2026Aug25.jespartero.pdf

PD Parking Lot NOC.DOC5.Attachment D Guarantee Letter.2026Aug25.jespartero.pdf

RESOLUTION 2026-XXX

A RESOLUTION ACCEPTING PD PARKING LOT EXPANSION PROJECT, CIP 626, AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE PLACER COUNTY RECORDER

WHEREAS, on October 28, 2025, the City Council authorized the City Manager to execute a construction with Baldoni Construction Service, Inc. for the construction of the PD Parking Lot Expansion (CIP 626); and

WHEREAS, all the work associated with the above contract was completed on August 3, 2026, in accordance with the contract documents; and

WHEREAS, staff recommends to the City Council that said project be accepted and a Notice of Completion be filed by the City Clerk with the Placer County Recorder.

NOW THEREFORE BE IT RESOLVED:

Section 1. The City Council of the City of Lincoln authorizes:

a. Construction on the above-mentioned contract to be accepted as complete in accordance with the plans and specifications.

b. The City Clerk to execute and record the Notice of Completion on said contract and project on behalf of the City of Lincoln.

c. Finance to release remaining/available funds from the completed project upon notification from the City Engineer or designee.

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

RECORDING REQUEST BY:

City Clerk
City of Lincoln

WHEN RECORDED MAIL TO:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648
(Exempt from recording fees Govt. Code 27383)

NOTICE OF COMPLETION

PD Parking Lot Expansion CIP 626
Owner: City of Lincoln
600 6th Street
Lincoln, CA 95648
County of Placer
State of California

NOTICE IS HEREBY GIVEN that on the 3rd day of August, 2026, a Final Inspection on the PD Parking Lot Expansion Project (CIP 626) of the certain work described and awarded in contract to Baldoni Construction, and which was entered into on October 28, 2025, was performed, and all work was found to be in accordance with the specifications of said work filed with the City Clerk and adopted by the City Council of said City.

That said work of the PD Parking Lot Expansion Project (CIP 626) was completed on August 3, 2026, and accepted by the City Council of the City of Lincoln on August 25, 2026.

That the name of the surety on the contractor's bond for payment on said contract is Old Republic Surety Company, a Wisconsin corporation. The scope of work for this project consisted of expansion of existing ac paved parking lot, fence, gate and site lighting installation, construction of curb, gutter, sidewalk, and electrical installation in the City of Lincoln, California, for the City of Lincoln.

CITY OF LINCOLN

BY: _____
Hope Ithurburn, City Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

_____ _____
Date Signature

City of Lincoln
600 6th Street
Lincoln, CA 95648
Place

MAINTENANCE BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 108356048

KNOWN ALL BY THESE PRESENTS: That we Baldoni Construction Service Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Lincoln, as Obligee, in the total sum of Sixty Six Thousand Nine Hundred Eighty Nine and 72/100 U.S. Dollars ($66,989.72) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated October 28, 2025 for PD Parking Lot Expansion ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 year(s) commencing on _____ (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 6th day of August, 2026.

(Principal)
Baldoni Construction Service Inc.

By: _____
Dan J Baldoni - CFO, Secretary, VP

Travelers Casualty and Surety Company of America

By: _____
Ashley White, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On August 6, 2026 before me, Joselynn Campbell, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

JOSELYNN CAMPBELL
COMM. # 2504808
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES NOV. 19, 2028

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Ashley White** of **ROSEVILLE** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026,** before me personally appeared **Bryce Grissom,** who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **August** , **2026** .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

ARTICLE 26. GUARANTEES

Section 26.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the work for a period of one (1) year from and after the recordation of the Notice of Acceptance. Such guarantee shall be made on the form provided, as set forth in section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the City's rights to enforce this contract in all respects.

Section 26.02. Form of Guarantee.

The guarantee required by this article shall provide as follows:

> The Baldoni Construction Service, Inc. hereby unconditionally guarantees that the work performed pursuant to Lincoln PD Parking Lot Expansion CIP 626 (Project Descriptions) has been done in accordance with the requirements of the contract therefore and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the contract, unless a longer guarantee period is called for by the Contract Documents. The Contractor hereby agrees to repair or replace any and all work, together with any adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City of Lincoln, ordinary wear and tear and unusual abuse and neglect only expected. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.
>
> The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of Lincoln of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the City of Lincoln to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.
>
> Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City of Lincoln, or its property or licensees, the City may undertake at

the Contractors expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, not shall it be construed, as in any way limiting or reducing the City of Lincoln's rights to enforce all terms of the contract referenced hereinabove on the time for enforcement of. This guarantee is provided in addition to, and not in lieu of, the City of Lincoln's rights on such contract.

CONTRACTOR'S SIGNATURE

(Corporate Seal)



Dan J Baldoni - CFO, Secretary, VP

08/05/2026

MM/DD/YYYY

STAFF REPORT

Item Number 12.H

SUBJECT: Adopt a Resolution Approving the Reclassification of a Senior Civil Engineer Position to Engineering Manager in the Engineering Department. (Veronica Rodriguez)

SUBMITTED BY: Veronica Rodriguez

DEPARTMENT: Human Resources

DATE: August 25, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the reclassification of one Senior Civil Engineer position within the Engineering Department to the Engineering Manager classification. This proposal has an estimated fiscal impact of $15,812 (Fund 2480) for the remainder of the 26/27 fiscal year which can be absorbed within the Engineering Department's existing budget authority due to salary savings generated by recent vacancies. The ongoing annual cost of approximately $18,974 will be included in future budget appropriations.

BACKGROUND/INTRODUCTION:

The Engineering Department is responsible for planning, designing, coordinating, administering, and delivering public infrastructure and development-related engineering functions for the City. The Department's work includes capital improvement projects, development engineering, construction management, inspection coordination, consultant and contractor oversight, plan review, project administration, contract compliance, and coordination with internal and external stakeholders.

The Engineering Department is currently staffed with one City Engineer, one Engineering Manager, three Senior Civil Engineers, three Associate Engineers, and one Assistant Engineer. Under the current organizational structure, two Senior Civil Engineers and two Associate Engineers report directly to the City Engineer.

The City Engineer is responsible for overall department leadership and administration, including strategic planning, budget oversight, policy implementation, City Council support, interdepartmental coordination, external agency and stakeholder engagement, and accountability for the Department's engineering and public infrastructure functions. In addition to these department-head responsibilities, the City Engineer currently provides direct supervision to multiple professional engineering staff.

As the Department's workload and operational responsibilities have expanded, the current organizational structure has created a need for additional management-level capacity. The Department requires sufficient formal supervision and operational oversight to ensure appropriate work planning, assignment and prioritization of work, performance management, staff development, construction and inspection coordination, consultant and contractor oversight, consistent application of City standards, and timely delivery of engineering and public infrastructure projects.

The Department currently has one Engineering Manager position. While that position provides important supervisory and management support, the breadth of the Department's engineering, development, construction, inspection, and project-delivery responsibilities requires a second Engineering Manager position to provide adequate supervisory coverage, improve workload distribution, strengthen operational accountability and enhance customer service to better facilitate economic development activities.

Rather than request authorization for an additional position, staff recommends reclassifying one of the Department's existing three Senior Civil Engineer positions to Engineering Manager. This action will maintain the Department's current overall authorized staffing level while revising the classification structure to better align with ongoing operational needs.

FINDINGS/ANALYSIS:

The Senior Civil Engineer classification is intended to provide advanced professional engineering expertise, technical analysis, and management of assigned engineering and public infrastructure projects. Senior Civil Engineers may provide technical guidance and coordinate project activities; however, the classification is primarily focused on senior-level professional engineering and assigned project responsibilities.

The Engineering Manager classification provides a broader level of organizational and managerial responsibility. The classification is intended to provide formal supervision of assigned staff; establish work plans and priorities; assign, monitor, and evaluate work; develop staff; oversee engineering and construction-related operations; coordinate consultant and contractor activities; monitor project delivery; and ensure consistent compliance with City standards, policies, procedures, plans, specifications, and contract requirements.

The Department's current staffing structure provides senior-level technical engineering capacity but does not provide sufficient management-level capacity to effectively supervise and oversee the full scope of the Department's professional engineering, construction-management, inspection, consultant, contractor, and project-delivery functions.

Under the current structure, two Senior Civil Engineers and two Associate Engineers report directly to the City Engineer. Direct supervision of multiple professional engineering staff, combined with the City Engineer's department-head responsibilities, limits the City Engineer's ability to focus on strategic leadership, overall Department administration, budget oversight, policy implementation, City Council support, high-level interdepartmental coordination, and complex external matters.

Reclassifying one Senior Civil Engineer position to Engineering Manager will address this organizational need by providing a second formal supervisory management position within the Department. The additional Engineering Manager will allow the Department to redistribute

supervisory and operational responsibilities, improve span of control, provide more consistent performance management and staff development, strengthen work planning and priority-setting, and establish clearer accountability for assigned engineering and construction-related operations.

The revised structure will preserve senior-level technical and project-management capacity while providing needed supervisory oversight. Following the reclassification, the Department will have one City Engineer, two Engineering Managers, two Senior Civil Engineers, three Associate Engineers, and one Assistant Engineer.

The proposed action is based on the City's ongoing operational and organizational needs and the duties assigned to the position. It is not a request to create an additional full-time equivalent position or increase the Department's overall authorized staffing level. Instead, it adjusts the Department's classification mix to provide an appropriate management structure for current and continuing responsibilities.

Following reclassification of the position, a current Engineering Department employee will be promoted in place to the Engineering Manager classification, subject to applicable City personnel rules, salary placement provisions, and appointment authority.

FISCAL IMPACT:

The proposed reclassification and promotion-in-place will result in an estimated fiscal impact of $15,812 (Fund 2480) for the remainder of fiscal year 2026–27 which can be absorbed within the Engineering Department's existing budget authority. The ongoing annual cost of approximately $18,974 will be included in future budget appropriations.

ATTACHMENTS:
Engineering_Manager_Staff_Report_08.25.26_Reso.doc

1-Engineer Manager_Job Specification.pdf

1-Senior Civil Engineer_Job Specification.pdf

RESOLUTION 2026 - ###

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE RECLASSIFICATION OF ONE SENIOR CIVIL ENGINEER POSITION TO ENGINEERING MANAGER IN THE ENGINEERING DEPARTMENT

WHEREAS, the Engineering Department requires additional management-level capacity to provide formal staff supervision, workload management, operational oversight, and accountability for engineering and public infrastructure functions; and

WHEREAS, reclassifying one existing Senior Civil Engineer position to Engineering Manager will improve supervisory span of control and operational oversight without increasing the Department's overall authorized full-time equivalent position count; ; and

WHEREAS, the reclassification will revise the Engineering Department's authorized staffing structure from one City Engineer, one Engineering Manager, three Senior Civil Engineers, three Associate Engineers, and one Assistant Engineer to one City Engineer, two Engineering Managers, two Senior Civil Engineers, three Associate Engineers, and one Assistant Engineer

WHEREAS, Section 2.41.020 of the City's Municipal Code authorizes the City Council to determine the number of authorized positions for each classification.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes:

1. The reclassification of a Senior Civil Engineer position to Engineering Manager in the Engineering Department.

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

CITY OF LINCOLN
ENGINEERING MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction of the Director of Engineering/City Engineer, to the Engineering Manager plans, organizes and directs the activities of an assigned engineering division; to coordinates engineering services with other divisions, City departments, outside agencies and organizations; performs advanced level professional engineering work in the areas of current and advance engineering; provides complex staff assistance to the Director and others to plan, organize, supervise, and review the work of assigned staff; may be designated to serve as acting City Engineer and to other related work as required.

DISTINGUISHING CHARACTERISTICS:

This single position classification is responsible for planning and directing staff, and directing current and advanced engineering projects for the Engineering Department.

SUPERVISION RECEIVED/EXERCISED:

The incumbent receives general direction from the Director of Engineering/City Engineer and provides direction and supervision to assigned professional, technical and clerical staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, manages, oversees and directs the professional and technical engineering work in the design, investigation, project management and construction of street, storm drainage facilities, sanitary sewer facilities, parks, park irrigation systems, water production and distribution facilities; reclaimed water, buildings, and other projects.

- Recommends goals and objectives; assists in the development and implementation of policies, procedures and standards to ensure compliance with applicable laws and regulations.

- Plans, organizes and supervises the activities of assigned professional, technical and clerical staff.

- Trains employees in work procedures, standards and safety practices; reviews work in progress or upon completion for compliance with standards; prepares documentation and improvement plans and recommends disciplinary action.

- Reviews and approves employee work schedules, overtime, vacation, sick leave and time cards.

- Participates in the development and implementation of the Engineering Department work plan and budget; reviews budget expenditures; recommends necessary staff, equipment, materials and supplies needed to support the Engineering work plan.

- Maintains accurate, complete and up-to-date records.

- Prepares and presents studies and recommendations, reports, resolutions and ordinances before the Planning Commission, City Council and citizen groups regarding Department findings and recommendations

- Coordinates engineering activities with other divisions, departments, governmental agencies and outside organizations; confers with engineers, developers, architects, and others; provides staff support to a variety of boards and commissions; participates in professional groups and committees.

- Reviews, assigns and oversees the design and development of public works and utility structures from pre-application through the construction phase; the preparation of project specifications; provides advice and instructions to subordinates on design standards and problems from design inception through the construction phase to completion of the project.

- Prepares and negotiates requests for proposals, contracts and agreements; analyzes proposed development projects for compliance with applicable codes, ordinances and regulations.

- Monitors and keeps informed of current trends in the field of municipal engineering, including legislation, court ruling and professional practices and techniques; evaluates their impact and recommend policy and procedural modifications accordingly.

- Acts on behalf of the Director when needed.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Incumbents appointed to this class must have the mobility to work in a standard office or field environment, use standard office equipment and attend off-site meetings; operate a motor vehicle on streets; mobility to traverse uneven terrain and periodically standing, stooping, bending, climbing and kneeling to perform fieldwork; lift light to moderately heavy weights; vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone; manual dexterity to operate small equipment, tools and standard office equipment, and to manipulate single sheets of paper and large document holders.

QUALIFICATIONS:

The following are minimum qualifications necessary for entry into the classification.

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an Engineering Manager to perform the essential functions of the job. A typical way of obtaining the required qualifications is to possess the equivalent of a bachelor's degree from an accredited college or university with major coursework in engineering, business, public administration or a related field; a master's degree in one of these areas is preferred; and five (5) years of increasingly responsible experience related to development services, including expertise in a supervisory or management capacity.

License/Certificate

- A valid California Class C license is required at the time of appointment. Individuals who do not meet this requirement will be reviewed on a case-by-case-basis.
- A valid certificate of registration as a civil engineer issued by the California State Board of Registration for Civil and Professional Engineers.
- Certified Floodplain Manager preferred.

KNOWLEDGE, SKILLS AND ABILITIES: *(The following are a representative sample of the KSAs necessary to perform essential duties of the position.)*

- Subdivision Map Act, NPDES permitting, CEQA and NEPA
- FEMA flood plain mapping, legal, financial, and public relations issues associated with a public works department
- Administrative principles and methods, including strategic goal setting, program and budget development and implementation
- Basic budget preparation and monitoring, cash control and related accounting practices
- Applicable Federal, State and local laws, rules, codes and regulations
- Principles and practices of municipal public works including water, sewer, and storm drain utilities and street maintenance
- Principles and practices of civil engineering, including the planning, design, construction and inspection of municipal public works;
- Methods and techniques of effective project management, contract administration and technical report preparation and presentation
- Statistical research methods and sources of information related to urban growth and development, land use, transportation, communications and public utility systems
- Recent developments and trends, current literature, and sources of information related to municipal engineering and administration
- Modern office practices and technology, including personal computer hardware and software
- English usage, spelling, grammar and punctuation
- Principles and practices of personnel management, supervision, training and performance evaluation
- Safety principles, practices and procedures
- Plan, organize, supervise, review, and evaluate the activities of assigned program areas
- Coordinate assigned activities with other City departments and agencies as required
- Analyze site design, terrain constraints, grading, circulation, land use compatibility, utilities and other urban services
- Prepare, analyze and make recommendations regarding plans and applications received from developers, contractors and general public
- Ensure project compliance with Federal, State and local rules, laws and regulations

- Analyze and streamline the City's engineering review processes without sacrificing development quality
- Interpret, analyze, and direct changes to City Codes and ordinances related to engineering
- Develop, implement and interpret goals, objectives, policies, procedures and standards
- Perform complex technical research, and prepare and analyze technical and administrative reports, statements and correspondence.
- Analyze problems, identify alternative solutions and consequences, and make sound recommendations
- Plan, coordinate, prioritize and perform a variety of complex and sensitive engineering projects
- Communicate clearly and concisely, both orally and in writing
- Represent City policies and programs with other governmental agencies and the general public as directed
- Use tact, initiative and independent judgment within established procedural guidelines

FLSA: Exempt
Employee Group: Mid Management/Confidential Self-Represented Unit
Resolution: 2017-244
Adopted: 11/14/2017

CITY OF LINCOLN
SENIOR CIVIL ENGINEER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, supervises, evaluates and participates in professional and technical engineering work in the design, investigation, project management and construction of street, storm drainage facilities, sanitary sewer facilities; parks, park irrigation systems, water production and distribution facilities, reclaimed water, buildings, and other projects; administers engineering consultant and construction contracts; ensures safe work practices, work quality and accuracy; maintains appropriate work records; serves as a technical resource for assigned work staff; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Senior Civil Engineer** is an advanced journey level registered professional engineer class within the City Engineer, Public Services or Community Development department and exercises full responsibility for planning and organizing a variety of assigned engineering projects and directing the work of assigned staff. Incumbents perform complex professional engineering and program management assignments demanding considerable knowledge of various aspects of engineering and related program requirements including land development, planning, design standards and regulations, construction and maintenance. This classification is distinguished from the Associate Civil Engineer by the level of accountability expected in the performance of the most complex and difficult assignments, and the performance of program management responsibilities.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the City Engineer, Director of Public Services, or Community Development Director based on assigned department and duties. May exercise direct supervision over professional and technical support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Performs a broad range of design/project management activities on a variety of public works projects, including street, landscaping, storm drainage facilities, sanitary sewer facilities, parks, water production and distribution facilities and buildings; performs site inspections; develops design procedures; prepare plans, specifications, project budget and cost estimates; interprets the application of design criteria; checks plans and specifications for accuracy of design and completeness.

- Manages, develops and coordinates assigned program activities such as industrial waste ordinance management, grease trap enforcement, and other City Municipal Code-related activities, including policy development, community education, regional and state program coordination and required infrastructure modifications; recommend program activity budgets.

- Monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance to applicable rules, policies and procedures; participates in the development of policies

and procedures; recommends programs, projects and work assignments to higher level engineering personnel.

- Assists in the coordination of capital improvement projects with contractors, utility companies and other agencies; administers construction contracts; plans, coordinates, prioritizes, monitors and participates in the work of staff responsible for reviewing design conformance and accuracy of public and private development projects.

- Prepares and provides complex engineering and program reports, correspondence, staff reports, ordinances and resolutions at the direction of the City Engineer, Director of Public Services or Director of Community Development; develops and reports statistics; makes oral presentations and participates in organizational and community group meetings; responds to questions and inquiries, and investigates complaints concerning engineering problems.

- Manages the design and development of public works and utility structures and the preparation of project specifications; consults with contractors; reviews plans submitted by consultants and developers to ensure conformity with established standards and regulations; provides advice and instruction to subordinates on design standards and problems from design inception through the construction phase to completion of the project; provides supervision of field work; prepares, reviews and recommends change orders.

- Manages the engineering aspects of private development projects from pre-application through entitlement approval, through plan review and final map approval, and reviews proposed revisions through the construction phase; supervise, review and participate in preparation of environmental assessments and studies, specific plans, and general development plans, financing plans and Development Agreements; manage and review traffic impact analyses, hydrology studies, storm water quality plans, drainage, sewer, and water master plans, improvement plans, final maps and other technical documents; meet with developers to discuss the proposed project or resolve design issues; manage the annexation of territory into the special districts and assist in the formation of special districts (CFDs, Landscaping & Lighting Assessment Districts, Benefit Assessment Districts).

- Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for services, labor, materials and related resources for public works and utilities projects and/or programs; monitor and control expenditures.

- Monitors and keeps informed of current trends in the field of municipal engineering, including legislation, court ruling and professional practices and techniques; evaluates their impact and recommend policy and procedural modifications accordingly.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking on slippery, level and uneven surfaces, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires both near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and personal service. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold. The nature of the work also requires the incumbent to drive motorized vehicles. The need to lift, drag and push files, paper and documents weighing up to 25 pounds is also required.

QUALIFICATIONS:

The following are minimal qualifications necessary for entry into the classification.

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior Civil Engineer**. A typical way of obtaining the required qualifications is to possess Five years of increasingly responsible experience in professional civil engineering, including one (1) year of supervisory or lead responsibility, and a bachelor's degree with major course work in civil engineering or a related field.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license. Possession of a valid certificate of registration as a civil engineer issued by the California State Board of Registration for Professional Engineers and Land Surveyors.

KNOWLEDGE, SKILLS AND ABILITIES: *(The following are a representative sample of the KSAs necessary to perform essential duties of the position.)*

Knowledge of:

Principles, procedures, practices and standards of municipal civil engineering; surveying methods and techniques; strength of materials and stress analysis; municipal engineering laws, ordinances, codes, specifications and plans; engineering project inspection methods; modern developments, current literature and sources of information regarding engineering; principles and practices of contract administration; operational characteristics and use of standard equipment used in the engineering profession; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes, and regulations including City, county and state building codes; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Skill to:

Operate an office computer and a variety of word processing and software applications, including graphic and presentation programs.

Ability to:

Perform complex engineering computations; check, design and supervise the preparation of engineering plans and studies; plan, organize, direct and evaluate the effectiveness of assigned program activities; effectively exercise supervisory control over complex professional and technical tasks; negotiate and manage construction contracts; perform the full range of professional civil engineering tasks; prepare and administer a budget; safely and effectively operate engineering tools and equipment; interpret, explain and apply applicable laws, codes and regulations pertaining to municipal public works design and construction; make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; promote and observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Salary Range:	Refer to Professional/Administrative Salary Schedule
FLSA:	Exempt
Employee Group:	Professional/Administrative, Local 39
Effective:	July 1, 2017

STAFF REPORT

Item Number 15.A

SUBJECT: Authorizing the Issuance of a Response to the Placer County Grand Jury (PCGJ) 2025-2026 Report titled "Public Communication by Placer County Cities - Correctable Deficiencies" (Sean Scully)

SUBMITTED BY: City Clerk

DEPARTMENT: City Manager's Office

DATE: August 25, 2026

STAFF RECOMMENDATION:
Council consider approving the draft response to Placer County Grand Jury's report titled "Public Communication by Placer County Cities – Correctable Deficiencies"

BACKGROUND/INTRODUCTION:

The Placer County Grand Jury (PCGJ) is “an investigatory body made up of citizens with the authority to act as a watchdog on local government, investigate citizen complaints, and assist in criminal matters at the request of the district attorney. The grand jury is part of the county judicial system as authorized by the California State Constitution. It is advised by the Superior Court but is not accountable to elected officials or government employees. Grand jurors are sworn to secrecy and, other than final reports, their work is kept strictly confidential. The reports published by the grand jury are how the results of investigations are reported to the public." (source: Placer Superior Court Grand Jury website.)

On June 30, 2026, the PCGJ issued a report for the 2025-2026 fiscal year, entitled, “ "Public Communication by Placer County Cities – Correctable Deficiencies" a copy of which is attached. The report requests a response from Lincoln's governing body within 90 days of the report issuance.

FINDINGS/ANALYSIS:
The report (attached) investigated reported difficulties by the public in communicating with Cities within Placer County. More specifically the report states "The residents of Placer County depend on their local city governments to provide public safety to the community, to be responsive to resident complaints and issues, and to communicate city matters. The Placer County Grand Jury received complaints from county residents regarding the difficulty of communicating with certain cities within the county. Based on these complaints, the Placer County Grand Jury determined a review of the complaint and communication policies of the six incorporated cities and towns in Placer County was warranted."

The PCGJ conducted their investigation by interviewing "city staff representing the cities of: Roseville, Rocklin, Lincoln, Auburn, Colfax, and the Town of Loomis, and reviewed each city's website for ease of use, how each city provided services and information to their residents, how complaints were handled, the ease of website navigation, and how cities communicated with and responded to the public. Grand jury members also called and emailed various departments of each city to test their responsiveness."

Upon receiving the report staff reviewed the findings and recommendations and have crafted a response to be signed (if approved) by the Mayor and City Manager.

ATTACHMENTS:
Grand_Jury_Response_2026_report, hi.docx

2025 2026 PCGJ Report.pdf

August 25, 2026

The Honorable Jeffrey Penney
Presiding Judge of the Superior Court
County of Placer
P.O. Box 619072
Roseville, CA 95661-9072

Placer County Grand Jury
11532 B Avenue
Auburn, CA 95603
Attn: Foreperson

RE: **Response to 2025-2026 Grand Jury Final Report**
Public Communication by Placer County Cities – Correctable Deficiencies

Dear Honorable Judge Penney and Placer County Grand Jury:

The City of Lincoln is in receipt of the 2025-2026 Placer Grand Jury Final Report. First, the City of Lincoln would like to thank the Grand Jury for its service to our community and we appreciate the ongoing relationship we have built with the Grand Jury over the last many years. The City of Lincoln appreciates the investigations, analysis and associated reports which identify areas of improvement in our continuing efforts to provide high-quality service to our community.

Report Title: Public Communication by Placer County Cities – Correctable Deficiencies
Report Date: Released to the public on June 30, 2026
Response By: Mayor Richard Pearl on behalf of City of Lincoln City Council
Sean Scully, City Manager, City of Lincoln

Findings:

The 2025-2026 Grand Jury Final Report: Public Communication by Placer County Cities – Correctable Deficiencies contains four (4) specific findings.

F14. The City of Lincoln is either non-responsive or slow to respond to citizen phone calls or emails, resulting in potential citizen frustration and lack of confidence that their city government is receptive to or will resolve citizen issues.

The City of Lincoln disagrees with this finding. The City of Lincoln receives approximately 11,000 incoming calls on all manner of municipal business on a monthly basis. Management has not received any consistent complaints regarding responsiveness. In the rare instances where complaints regarding responsiveness are received management addresses those issues immediately as responsiveness and helpful customer service is a core principle of our organizational culture.

F15. The Placer County Grand Jury was unsuccessful in getting a response from City of Lincoln officials via emails and phone calls, requiring an onsite visit to get a response.

The City of Lincoln partially disagrees with this finding. Staff researched internal records of attempted contact by the Placer County Grand Jury and were able to verify that the Placer County Grand Jury attempted contact approximately four (4) times during November of 2025. Based on our call log system it appears that three of the four calls were placed to the Lincoln Police Department and not the City of Lincoln main line which would be the appropriate location to reach senior City Hall officials. For the one call that was made to the City of Lincoln main line it appears that the caller was not routed to another number which logically indicates the caller hung up before reaching a live person or mailbox.

Additionally, staff searched email inboxes for any email correspondence to City of Lincoln officials and were unable to identify any emails from the Placer County Grand Jury until City of Lincoln staff connected via email after a hand delivered note was delivered to the City Managers office.

While it is true that contact was not made until after a written note was hand delivered, it does appear that individuals contacting the City of Lincoln may have reached out through the incorrect contact number (Police Department). With that said, responsiveness is very important to the City of Lincoln and as such we agree that for a variety of reasons contact was not made in this limited instance.

F16. The City of Lincoln lacks timeliness and consistency in their policies for communicating with the public.

The City of Lincoln partially disagrees with this finding. As a City that provides a full suite of municipal services, the City has consistently provided timely response across the spectrum of our various individual departments. Obviously, there are exceptions to that responsiveness but those are the exception not the norm. As stated previously, when those exceptions occur management swiftly addresses the issue to ensure that responsiveness remains key to our core values of excellent customer service.

The City of Lincoln does partially agree that there is no consistent response standard that applies across all City departments. Some departments have a 24-hour response standard (or sooner) and other departments have slightly longer response timelines. Those with lengthier response timelines are typically departments with much larger telephone/email traffic who have limited staff to manage the incoming calls and emails. With that said, prompt response is an expectation that is balanced with also providing robust customer service versus less than helpful rapid response not paired with quality assistance to our constituents.

F17. The phones at the City of Lincoln are frequently not answered by a live person and are forwarded to the utility billing department's voicemail. This situation wastes time and leads to possible citizen frustration.

The City of Lincoln disagrees with this finding. Upon receiving the report staff tested numerous City phone systems in various departments and had no issue reaching a live person. We do recognize that depending on the call volumes being received at any given time it is possible that calls will roll over to voicemails, but those same voicemails are expected to be returned in a timely basis. Again, non-prompt response would be the exception not the norm. In addition, non-responsiveness is not feedback that the City receives from its community on any (even minimal) consistent level.

Recommendations:

R10. The City of Lincoln should develop or review its formal response protocol to citizens' concerns or complaints, by including a requirement for an email or a phone call response within 24 hours by October 1, 2026.

This recommendation will be partially implemented the remainder will not be implemented because it is not warranted and not reasonable. The City of Lincoln agrees to review its response protocol department by department to evaluate current standards for responsiveness to phone calls and emails. The City will not include a requirement for email and phone call response within 24 hours as it is not warranted. To require this standard broadly across all departments is not feasible depending on the volume of calls and emails which vary significantly depending on many different factors. It is worth noting that Lincoln has one of the lowest per captia staffing ratios within the greater Sacramento region which can create some minimal delays in immediate response on a rare periodic basis. With that said, reasonable efficient response within 24-48 will be the general goal for each department.

R11. The City of Lincoln should update the city's communication policy and provide training to management staff and city officials on communicating with the public by October 1, 2026.

This recommendation will not be implemented because it is not warranted. City staff consistently review internal response policies to adjust for varying workload and customer service demand. We will continue this process to ensure responsiveness is swift and robust. With regard to training, the City of Lincoln already provides all types of

training options for staff including communication, customer service, etc. The City of Lincoln will continue to evaluate the responsiveness needs of the community and apply additional training as necessary.

R12. The City of Lincoln should update its phone system, allowing the option of a live person to be contacted for all phone calls placed to the city by October 1, 2026. For calls answered by the auto attendant, the City of Lincoln should change the transfer feature from the utility billing department to a general mailbox by October 1, 2026

This recommendation will not be implemented because it is not warranted. The main line already has an option (by pressing zero as is indicated by the auto attendant) to reach a live person. The transfer feature to the utility billing department for general inquiries will not be changed at this time, utility billing is the core customer service arm of the City of Lincoln and has the greatest number of dedicated customer service staff to handle our call volumes. Redirecting these calls to a general mailbox would be antithetical to actual live person responsiveness thereby pushing callers into being forced to leave a voicemail thus lengthening response times unnecessarily.

The City of Lincoln takes customer service and responsiveness very seriously. As such we appreciate the Grand Jury evaluating our current status of responsiveness and turn around time for inquiries. While we do not agree with the totality of the findings or recommendations, we do acknowledge and agree with the overall point of the report which is that responsiveness is a core function of our service to our community. As such it is a function that must be constantly evaluated and improved upon which we commit to making a priority. We appreciate the time, effort and honest evaluation by the Grand Jury and will use the details of the report to identify areas of improvement that make sense for the City of Lincoln.

Note: The report indicated Lincoln should respond to Recommendation #13. Upon review of the report it appears this may be a typo, R13 refers to a recommendation for the Town of Loomis, not the City of Lincoln. As such no response has been provided for R13.

* * * * *

This concludes the City's response to the Grand Jury's recommendations from its 2025-2026 report. Please do not hesitate to contact me at 916-434-2490 if you have questions regarding this response.

Sincerely,

Richard Pearl
Mayor
City of Lincoln

Sean Scully
City Manager
City of Lincoln

PUBLIC COMMUNICATION BY PLACER COUNTY CITIES

Correctable Deficiencies

PUBLIC COMMUNICATION BY PLACER COUNTY CITIES
CORRECTABLE DEFICIENCIES

SUMMARY

The residents of Placer County depend on their local city governments to provide public safety to the community, to be responsive to resident complaints and issues, and to communicate city matters. The Placer County Grand Jury received complaints from county residents regarding the difficulty of communicating with certain cities within the county. Based on these complaints, the Placer County Grand Jury determined a review of the complaint and communication policies of the six incorporated cities and towns in Placer County was warranted.

This investigation by the Placer County Grand Jury found a wide range of complaint processes, or absence thereof, and various communication methods and policies from city to city. Specifically, the grand jury discovered deficiencies exist in complaint intake procedures, inconsistent tracking of complaints, a lack of, or elusive, contact information, and unresponsive or inadequate communication with the public.

BACKGROUND

California Penal Code § 925(a) requires grand juries to investigate and report on operations, accounts, and records of the officers, departments, or functions of and within the county including those operations, accounts, and records of any special legislative district or other district in the county created pursuant to state law for which the officers of the county are serving in their ex-officio capacity as officers of the district.

Recognizing that smaller cities have limited staff and resources, these limitations do not excuse the absence of basic complaint tracking systems, a comprehensive public listing of key personnel with phone and email information, or timely responses. The Placer County Grand Jury finds the absence of structured processes in some cities has resulted in delayed responses and inconsistent communication.

METHODOLOGY

The Placer County Grand Jury (PCGJ) interviewed city staff representing the cities of: Roseville, Rocklin, Lincoln, Auburn, Colfax, and the Town of Loomis, and reviewed each city's website for ease of use, how each city provided services and information to their residents, how complaints were handled, the ease of website navigation, and how cities communicated with and responded to the public. Grand jury members also called and emailed various departments of each city to test their responsiveness.

DISCUSSION

Being responsive to citizen complaints and having effective communication with the public should be a cornerstone function of city governments. Communication failures are not merely administrative oversights; they represent a breakdown in the relationship between government and the governed. Even small cities must maintain minimum administrative standards to ensure citizen concerns are heard and addressed, along with providing ease of contacting city personnel. The PCGJ recognizes that budgets are tight. However, internal solutions exist including standardized forms, digital tracking systems, development of basic response benchmarks, and website updates. Failure to implement such measures exposes cities to reputational harm and community dissatisfaction.

Cities should have a citizen complaint process and a response policy which is timely and substantive where city management is accountable for complaint resolution and response to the complainant. In addition, cities should have readily identified departmental contact information, and a website that is easy to navigate containing all service-related issues and communication regarding city matters. The PCGJ found many of the cities fell short on some or all of these metrics. One key discovery from interviews was that most city managers were largely unaware of complaints that were submitted. There should be accountability by city management and the elected officials to be aware of issues raised by the public to ensure complaints or concerns are properly addressed by city staff.

Complaint Process

Regarding complaints, the PCGJ found some cities have a complaint form on their website that is straightforward, easy to find, and simple to fill out. In interviews, staff from these cities detailed how their cities respond to complaints. Other cities relied on receiving complaints via email, phone, or in person. In most of these cases, the complaint was directed to the appropriate department by the individual receiving the email or answering the general phone number. Some cities do not keep records of complaints, even if a particular complaint was reviewed and addressed. Some cities do not have a formal complaint process at all.

Responsiveness

To test the responsiveness of each city, PCGJ members placed phone calls to see if the phone was answered by a live person. The same procedure was used for emails. If a person did not answer and a voicemail was recorded, or an email was sent, PCGJ members documented when they received a response.

Phone calls received a variety of responses. In some cities, phone calls were readily answered by city staff. Calls to other cities were answered by an auto attendant prompting the caller to leave a voicemail. In other cases, the phone was not answered on multiple attempts with no way to leave a message.

Contact Information

The PCGJ reviewed how each city lists key departmental contact information, including email and phone numbers. For phone contact, most cities do not list direct phone numbers for individual personnel, opting to only publish their general phone number or departmental phone numbers. However, there are some cities that list direct phone numbers for individual personnel facilitating quicker responses. In most cases, individual numbers are listed for city council members, mayor, and city manager. Similarly, email addresses are generally provided for specific departments, and in some cases individual email addresses are provided.

Website

Most city websites include a comprehensive list of services, budget and finance information, planning and building requirements, codes and ordinances, public works, city council meeting information, public safety, and community news and activities. The PCGJ found most websites were user friendly and easy to navigate for general information. Some cities have developed mobile apps for cell phones that include most of the same information as their websites. These apps require a username and password to login.

New ADA Regulations

The PCGJ learned about the new Americans with Disabilities Act (ADA) requirements for city, state, and local government websites and mobile apps. "These come from a final rule the U.S. Department of Justice (DOJ) published on April 24, 2024, clarifying how Title II of the ADA applies to digital content and marks the first time the DOJ addressed a specific technical standard for government digital content."[42]

Key New Requirements for City Websites

1. Must Meet International Accessibility Standards
    - City websites and mobile apps must conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA technical standards. These are internationally recognized best practices for digital accessibility.
    - WCAG 2.1 Level AA includes requirements such as:
        - Text alternatives (alt text) for non-text content like images
        - Captions for live and prerecorded video
        - Keyboard operability (can navigate without a mouse)
        - Readable content regardless of text size and contrast
        - Avoiding elements that trigger seizures
2. Applies Broadly to City Digital Content

[42] https://www.federalregister.gov/documents/2026/04/20/2026-07663/extension-of-compliance-dates-for-nondiscrimination-on-the-basis-of-disability-accessibility-of-web. Accessed 4/28/26.

- All web content provided or made available by the city must meet the standards — including text, images, documents (PDFs, Word files), multimedia, and mobile apps.
- Content created by vendors or contractors for the city must also meet these requirements.

3. Some Limited Exceptions

   The rule includes limited exceptions where WCAG 2.1 Level AA does not need to be met immediately, such as:

   - Archived content that is outdated and not generally used.
   - Pre-existing conventional documents (e.g., old PDFs) that are not in current use.
   - Third-party content only if it wasn't provided on behalf of the city or under contract.
   - Password-protected individualized documents (e.g., specific utility bills).
   - Pre-existing social media posts.

Compliance Deadlines

Deadlines depend on city population size:

- 50,000 or more - April 26, 2027 (formerly April 26, 2026)
- Under 50,000 / special districts - April 26, 2028 (formerly April 26, 2027)

During the grand jury's investigation, these compliance dates changed from the original requirements. After these dates, cities must ensure ongoing accessibility of new and updated content.

What This Means for Cities in Practice

- Audit current web content and mobile apps for accessibility gaps.
- Fix issues like missing alternative text, inaccessible PDFs, videos without captions, and poor keyboard navigation.
- Adopt policies directing staff and contractors to produce accessible digital content.

- Monitor ongoing compliance as websites and apps change over time.[43]

This new requirement was only mentioned by the City of Roseville during interviews. In interviews with other cities, staff did not mention this requirement. The cost to cities to comply is unknown but could be significant enough to delay implementation. It may force cities to remove documents from their website until they can be reformatted and republished. This could take an extended period of time and citizens will not have access to key city information. Specifically, the City of Roseville staff noted they would not have had enough time or resources to meet the original deadline for compliance. They plan to remove many documents from their website until they can reformat them to be compliant. This will reduce their communication effectiveness.

The City of Roseville

Placer County's largest city, Roseville, has an estimated 2026 population of 170,696 as listed by the World Population Review.[44] According to Roseville staff, there are an estimated 75,000 households and the city covers forty-three square miles.

Roseville has an extensive website covering all aspects of the city's twenty departments including services, utilities, building and economic development, community events, and news. Staff reported they update the website every five years or sooner if needed. It is a comprehensive website that is easy to navigate in most cases. There are multiple ways to access most sections and information on the website, and the "How Do I..." section[45] is particularly useful. Phone calls to the general number are answered by a staff member who then directs the call to the appropriate department. Roseville has a policy that all contacts to the city receive a follow-up phone call within 24 hours, regardless of whether the issue was resolved or not. This lets the citizen know their contact or complaint was received and is being reviewed.

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[43] Ibid.
[44] https://worldpopulationreview.com/us-cities/california/by-county/placer-county. Accessed February 2, 2026
[45] https://www.roseville.ca.gov/myrsvl/index.php. Accessed April 28, 2026.

Roseville has remote work and sick policies that every department shall always have multiple people in their respective offices to be responsive to phone calls. The Roseville IT department sets up an email forward to the department head for any staff member on extended leave to ensure the city is responsive.

As of the writing of this report, Roseville has a complaint system on their website for ten general issue areas including, but not limited to, abandoned vehicles, crime, graffiti, standing water and noise complaints. For these general complaint issues, Roseville residents file their complaint through an online form with one click. However, there is not a straightforward way to file a complaint for non-general issues or to any specific department. One must go through the MyRSVL cell phone application[46], which requires a login and is separate from the website, and navigate to the desired department and find the "comment" section. It takes many clicks to get to this area and, as a result according to staff, residents prefer to contact a specific department directly by either calling or emailing their complaint.

Staff explained that all complaints are tracked, recorded, and the data is retained. The city manager receives a copy of all complaints, reports these to the city council once per quarter, and receives a notification when the complaint or issue has been resolved.

The City of Rocklin

Rocklin is Placer County's second largest city. With a population of 500 people in 1870, Rocklin's population currently, according to the World Population Review, is 76,807 and the city covers nearly twenty square miles.[47]

Rocklin's website is a comprehensive, user-focused, and friendly website emphasizing its reputation as a top, fast-growing city in Placer County. The website has numerous links highlighting important information for residents, business and development, government, visitors, issuances of permits, and includes a "I Want To" link.[48] Each link provides drop-down

[46] https://www.roseville.ca.us. Accessed February 2, 2026.
[47] https://worldpopulationreview.com/us-cities/california/by-county/placer-county. Accessed February 2, 2026.
[48] https://www.rocklin.ca.us/i-want. Accessed April 28, 2026.

menus to help the user in locating and navigating services in Rocklin. The Government and Department links direct the user to the leadership contact information.

The City of Rocklin does have an optional hybrid remote work schedule at the discretion of the different departments at a maximum of two days a week with no reported complaints from the public about any delay in response time. Staff explained that the protocol for communications with citizens when calling by phone, if calling during work hours and calling the general number, is to have a live person answer the phone with the goal of not passing the caller to voicemail. However, a PCGJ member tested this and upon no answer by a live person, the auto attendant answered. One option was to connect to a live attendant and upon selecting that option, the call was transferred to the utility billing department's voice mail.

If communicating via the website, there are protocols in place depending on which department is receiving the inquiry from the citizen with the goal of responding in one business day. Every department is responsible for managing its own communications. If the main contact person is out of the office, they provide an alternate contact person. Rocklin does not have a formal complaint process on their website. However, the AccessRocklin[49] cell phone application does allow complaints to be filed and tracked. During interviews with city staff, senior management did not indicate knowledge of any complaints that the city receives, nor if complaints were communicated to the City Council. This raises an issue of accountability to Rocklin's citizens. The City of Rocklin's communication protocol and efficiency with its community indicates a user-friendly website, easy to navigate, with multiple links to different areas. Links include residents, business and development, government, and visitor information which provide drop down menus with multiple links and contact information for city departments including city leadership. There is also a separate window offering links to topics such as job openings, reporting a community issue, and city council agendas. There is a "contact us" link[50] for the city as well as a staff directory and website feedback. Speaking with a live person appears to be the

[49] https://www.rocklin.ca.us/access-rocklin. Accessed April 28, 2026.
[50] https://www.rocklin.ca.us/contact-us. Accessed April 28, 2026.

norm not the exception. The citizens and businesses in Rocklin will find the city's ability to communicate robust and comprehensive.

The City of Auburn

Serving as the county seat, the City of Auburn hosts the majority of county offices and support infrastructure. The city encompasses approximately seven and a half square miles and has a population of 13,773 according to the World Population Review.[51]

The city's website homepage is comprehensive, highlighting city government, services, business, and information for residents and visitors. The "How Do I..." section[52] provides an extensive list of topics. Auburn has a "Commitment to Transparency" statement listed on the website, but it does not mention a communication policy or a response timeframe. According to city staff, Auburn relies on both phone and email for communicating with the public, along with an emphasis on social media. Staff reported callers will reach a live person on the phone "most of the time" during business hours. For after hours or holidays, the phone system does not allow a message to be left and disconnects the call. When searching for contacts by department, there are individuals listed for some of the departments with direct phone numbers and email addresses. However, contact information is not consistent for all the departments. For example, the Accounts Payable section only lists a general email address (not person specific), whereas the Finance section lists the finance director's name, phone and email address.

While there is a complaint form online, staff advised that most complaints either go directly to the city manager or specific department by phone or email. Complaints can also go to a city council member or mayor which are forwarded to the city manager. To file a complaint, or "Report a Concern,"[53] the user must first create an account with a username and password upon which the user has options to register their concern for police or fire, airport, public

[51] https://worldpopulationreview.com/us-cities/california/by-county/placer-county. Accessed February 2, 2026
[52] https://www.auburn.ca.gov/360/How-Do-I. Accessed April 28, 2026.
[53] https://auburn.ca.gov/RequestTracker.aspx. Accessed April 28, 2026.

works, code enforcement, and "other." The "other" category captures complaints and concerns for all other areas. The form is the same for all categories and is easy to fill out.

One positive website feature, supporting the city's commitment to transparency, is the online citizen request tracker of open or closed requests utilizing CivicPlus[54] software. CivicPlus is a company offering a suite of software options for governmental bodies including municipal websites, community development, web accessibility, and public records management. According to Auburn staff, each category is assigned to designated staff recipients who receive an email notification when a complaint or concern is submitted. Assigned staff have backend access to the system, allowing them to log in, review submissions, update statuses, and add comments. Staff may also contact residents directly if needed. Residents must create or log into a user profile to track the status of their request. The system uses three status designations: New, In Progress, and Closed. The city does not directly host or retain these records; they are stored within the CivicPlus software platform. Requests remain in the system unless manually deleted by city staff.

For complaints that result in property damage, the complaint becomes a claim and involves the city manager for resolution. While claims are tracked for liability reasons, general complaints are not tracked. The city designates complaints involving city services, such as streetlights or potholes, as service requests which the appropriate department is expected to address.

The City of Lincoln

In recent years, the City of Lincoln has been one of Placer County's fastest growing cities with a current population of 59,416, covering just over twenty-four square miles according to World Population Review.[55]

The city's website utilizes a scrolling header to highlight particular areas of interest city officials wish to communicate, including key current events. The home page also has links to press

[54] www.civicplus.com. Accessed March 23, 2026.
[55] https://worldpopulationreview.com/us-cities/california/by-county/placer-county. Accessed February 2, 2026

releases, council agendas, events, and links to other city management categories. The site is reasonably easy to navigate, and most key areas are accessed with two to three clicks.

The site provides an extensive list of phone numbers to the various departments in the "Contact Us" section,[56] including direct phone numbers to council members and city management. There is also an extensive phone list of the twenty-three departments, but individual personnel are not listed. There are no email addresses listed for individual staff, only for departments. Lincoln seems to encourage citizens to call rather than email, but phone calls are consistently not answered by a live person. When the general number for Lincoln is called, the auto attendant provides the typical voicemail tree of various departments to reach. All options transfer to recordings to leave a message. When the auto-attendant directs the caller to choose the option to reach a live person, the caller does not reach a live person. Instead, the call transfers to a voicemail in the utility billing department.

Communication with the public appears to be a large challenge for Lincoln. There is an inconsistency in departmental response. For example, the PCGJ attempted to contact the city six times to schedule an interview with a senior city employee with no response. Because of this unresponsiveness, the PCGJ had to hand deliver a written request. The city responded to this request several days later. In another example, PCGJ left a message for the code enforcement department who responded five days later. The lack of responsiveness in their communication is an area that needs to be addressed.

The City of Lincoln's complaint system appears to be easy to navigate. From the home page, citizens can navigate through the "I Want To..." section[57] and file a city service request, report a problem for public works, code enforcement, cybercrime, traffic concerns, or provide feedback or compliments for the other departments. The respective forms are short and straightforward. Lincoln has an extensive form for reporting alleged criminal activity.

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[56] https://www.lincolnca.gov/contacts-directory/. Accessed April 28, 2026.
[57] Ibid.

The City of Colfax

The City of Colfax is the smallest city in Placer County and is 1.4 square miles with 2,091 residents according to the World Population Review.[58]

Although it is a small city, it has a five-member city council, and the council meets on the second and fourth Wednesday of each month. The city council posts all agendas and meeting minutes in accordance with legal notice requirements and receives reports from the Placer County Sheriff's Office, the California Highway Patrol, Placer County Fire Department/CALFIRE, and Caltrans.

The City of Colfax's website is robust and has links to the monthly agendas and minutes as well as links to the Planning and Building Departments, Event Applications, Hazardous Vegetation Ordinance, and a form for confidential complaints. When filing a complaint, the complainant can either download a fillable form and submit it via the website or complete the form included in the complaint link, which will automatically be submitted to Colfax City Hall. When the complaint is received by Colfax City Hall, it is directed to the appropriate department for follow-up. Urgent complaints are handled immediately.

The main number for Colfax City Hall is listed at the top of the staff link. Each department within the City of Colfax lists the name of the employee in that department, along with their direct email address. Calls are answered and directed to the appropriate department. The website is easily navigated and user friendly. While the City of Colfax is the smallest city in Placer County, it has one of the more robust and informative websites.

The City of Colfax was investigated by the 2021-22 Placer County Grand Jury regarding its complaint process. The City of Colfax implemented the grand jury's recommendations, while also updating their website and adding contact information for each department and personnel.

[58] https://worldpopulationreview.com/us-cities/california/by-county/placer-county. Accessed February 2, 2026

The Town of Loomis

The Town of Loomis has a population of 6,995 people and covers just over seven square miles according to the World Population Review.[59]

The town has a website[60] that provides basic information including Community, Contact, Events, Government, Jobs, Permits, and Services. The contact tab on the website provides the user with a button for a directory of the town's contacts, of which there are twelve listed. Clicking the link directs the individual to another page that lists the departments. Most do not have a phone number or contact name, only an email address. For further information, the user must click on the department link. Departments do not always have a phone number or email contact. The listing of contact information is inconsistent.

Interviewed staff did not know the last time the website was updated. When calling the main number, staff will answer and direct the call to the desired department and if necessary, provide the direct phone number. If a live person is unavailable, a recorded message will provide all the departments and either phone numbers or extensions.

Staff are available Monday through Friday and typically respond in 24 to 48 hours. The PCGJ sent emails to a few departments which were returned the same day.

The PCGJ inquired as to what mechanism is in place if there is a complaint. There is general contact information on the contact page of the website and there is a code enforcement complaint form. For general complaints, there are a few ways to register a concern through the search feature, but there is not a direct complaint option on their website.

According to staff, there are few complaints. When a complaint is received, the town clerk forwards it to the appropriate department. If complaints go directly to a department, the clerk is copied. In either case, the clerk is responsible for following up with the complainant regarding the status of the complaint. The clerk also retains all complaints.

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[59] https://worldpopulationreview.com/us-cities/california/by-county/placer-county. Accessed February 2, 2026.
[60] https://loomis.ca.gov. Accessed March 25, 2026.

When Costco opened in May 2024, tax revenues increased and staff cited a need for increased fiscal planning. The Town of Loomis is working on long-term goals on how to best utilize the increase in funds to better serve its citizens. At the time of the interview, staff did not indicate if any of those funds would be directed to their communication program.

FINDINGS

The City of Roseville

F1. Individual contact information for the City of Roseville is not provided except for the senior management, making it more challenging for citizens to reach the appropriate individual.

F2. The City of Roseville's complaint system is easy to use for general issues but locating the form to submit for specific departmental issues is difficult to find on the website or the MyRSVL app, forcing citizens to attempt calling or emailing their complaint or not registering their concern at all.

F3. The City of Roseville's policy for responding within 24 hours is the most prompt in Placer County.

F4. The City of Roseville's website is comprehensive and generally easy to navigate, which provides access to city information and enhances the user's experience.

The City of Rocklin

F5. The City of Rocklin confirmed that it does not have a formal citizen complaint policy or online form, requiring citizens to attempt calling or emailing their concerns.

F6. The option to connect to a live attendant on the City of Rocklin's main phone system is frequently forwarded to the utility billing department's voicemail, which may or may not be what the caller is trying to reach and, if not, leads to citizen frustration.

F7. There does not appear to be accountability to the city council regarding citizen complaints which impedes the council's ability to make decisions to rectify issues that fall under its purview.

F8. Calls to several City of Rocklin departments were answered by a live person while other menu option selections were sent to voicemail or auto attendant resulting in inconsistent responses across the city.

F9. The City of Rocklin's website is generally easy to navigate, which provides access to city information and enhances the visitor experience.

The City of Auburn

F10. While there are certain departmental areas on the City of Auburn's website that list specific individuals with their phone and email contact information, this is not consistent across all departments, potentially increasing the time required to locate the correct individual.

F11. Staff indicated the City of Auburn does not have a policy to respond to public requests or complaints within a certain period, potentially creating uncertainty whether concerns will be addressed.

F12. Phone calls to the City of Auburn after hours or holidays do not automatically go to voicemail, often disconnecting the caller, and forcing a call back by the caller.

F13. The online complaint tracking tool used by the City of Auburn is innovative, demonstrates transparency, and inspires confidence by citizens that their complaint or concern has been addressed.

The City of Lincoln

F14. The City of Lincoln is either non-responsive or slow to respond to citizen phone calls or emails, resulting in potential citizen frustration and lack of confidence that their city government is receptive to or will resolve citizen issues.

F15. The Placer County Grand Jury was unsuccessful in getting a response from City of Lincoln officials via emails and phone calls, requiring an onsite visit to get a response.

F16. The City of Lincoln lacks timeliness and consistency in their policies for communicating with the public.

F17. The phones at the City of Lincoln are frequently not answered by a live person and are forwarded to the utility billing department's voicemail. This situation wastes time and leads to possible citizen frustration.

The Town of Loomis

F18. The listing of the Town of Loomis contact information for departments and specific personnel on their website is not consistent, making it difficult to contact the appropriate person.

F19. The Town of Loomis' website is not easily navigated, which impedes citizens' access to information.

F20. The Town of Loomis' complaint forms are not easily accessible on its web page, forcing citizens to call or email their concerns.

F21. The Town of Loomis responds to emails and phone calls in a timely manner, which does help citizens initiate a response to their issue.

The City of Colfax

F22. The City of Colfax was investigated by the 2021-22 Placer County Grand Jury regarding its complaint system. The city updated its system, website, and contact information. No other findings were warranted by the 2025-26 grand jury.

RECOMMENDATIONS

The City of Roseville

R1. The City of Roseville direct phone number and email for each department head or lead administrative person should be listed on its website and in the MyRSVL app by October 1, 2026.

R2. The City of Roseville complaint process for any general issue or departmental issue should be streamlined and made easy to find on the website and in the MyRSVL app by October 1, 2026.

The City of Rocklin

R3. The City of Rocklin should adopt a formal written complaint handling process that includes intake procedures, documentation requirements and response timeliness by October 1, 2026.

R4. The main City of Rocklin telephone menu should be updated to direct the caller to the "attendant" and not the utility billing department by October 1, 2026.

R5. The Rocklin City Manager should report complaints and their status to the city council quarterly beginning October 1, 2026.

R6. The City of Rocklin should update its phone system, allowing the option of a live person to be contacted for all phone calls placed to the city during normal business hours by October 1, 2026.

The City of Auburn

R7. The contact listing for the City of Auburn personnel, including phone and email information, should be included and consistent for all departments by October 1, 2026.

R8. The City of Auburn should include a 24-hour response time to all public contact or complaints in their communication policy by October 1, 2026.

R9. The City of Auburn should update the after-hours phone system, so callers are not disconnected, by October 1, 2026.

The City of Lincoln

R10. The City of Lincoln should develop or review its formal response protocol to citizens' concerns or complaints, by including a requirement for an email or a phone call response within 24 hours by October 1, 2026.

R11. The City of Lincoln should update the city's communication policy and provide training to management staff and city officials on communicating with the public by October 1, 2026.

R12. The City of Lincoln should update its phone system, allowing the option of a live person to be contacted for all phone calls placed to the city by October 1, 2026. For calls answered by the auto attendant, the City of Lincoln should change the transfer feature from the utility billing department to a general mailbox by October 1, 2026.

The Town of Loomis

R13. The Town of Loomis should provide a comprehensive list of phone numbers and email addresses for each department and key departmental personnel by October 1, 2026.

R14. The Town of Loomis should update its website to be easily navigated by October 1, 2026.

R15. The Town of Loomis' general complaint form should be updated and made more accessible on its website by October 1, 2026.

REQUIRED RESPONSES

The following responses are required, pursuant to Penal Code sections 933 and 933.05, from the following elected officials:

	Findings and Recommendations Requiring Response	Response Due Date
Roseville City Council 311 Vernon Street Roseville, CA 95678	**F1, F2,** and **R1, R2**	October 1, 2026
Rocklin City Council 3970 Rocklin Rd Rocklin, CA 95677	**F5, F6, F7, F8,** and **R3, R4, R5, R6**	October 1, 2026
Auburn City Council 1225 Lincoln Way Auburn, CA 95603	**F10, F11, F12,** and **R7, R8, R9**	October 1, 2026
Lincoln City Council City Hall 600 6th Street Lincoln, CA 95648	**F14, F15, F16, F17,** and **R10, R11, R12**	October 1, 2026
Loomis Town Council 3665 Taylor Rd Loomis, CA 95650	**F18, F19, F20**, and **R13, R14, R15**	October 1, 2026

INVITED RESPONSES

	Findings and Recommendations
Dominick Casey, City Manager **City of Roseville** 311 Vernon Street Roseville, CA 95678	**F1, F2**, and **R1, R2**
Aly Zimmermann, City Manager **City of Rocklin** 3970 Rocklin Rd Rocklin, CA 95677	**F5, F6, F7, F8,** and **R3, R4, R5, R6**
Sean Rabe, City Manager **City of Auburn** 1225 Lincoln Way Auburn, CA 95603	**F10, F11, F12,** and **R7, R8, R9**
Sean Scully, City Manager **City of Lincoln** City Hall 600 6th Street Lincoln, CA 95648	**F14, F15, F16, F17,** and **R10, R11, R12, R13**

Dirk Brazil, Interim Town Manager Town of Loomis
3665 Taylor Rd
Loomis, CA 95650

F18, F19, F20, and **R13, R14, R15**

Ron Walker, City Manager
City of Colfax
PO Box 702
Colfax, CA 95713

F22

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury do not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

STAFF REPORT

Item Number 15.B

SUBJECT: Adopt a Resolution Authorizing the City Manager or Designee to Enter into a Pledge Agreement and Amendment to the School Facilities Agreement Between the City of Lincoln, Lincoln Land Holding, Western Placer Unified School District and the South Placer Regional Transportation Authority for the Deferral of up to 50% of Tier II SPRTA Development Fees. (Nita Wracker)

SUBMITTED BY: Nita Wracker

DEPARTMENT: City Manager's Office

DATE: August 25, 2026

STAFF RECOMMENDATION:

Staff request City Council consider adoption of a resolution authorizing the City Manager or designee to enter into a Pledge Agreement and Amendment to the School Facilities Agreement between the City of Lincoln, Lincoln Land Holding, Western Placer Unified School District and the South Placer Regional Transportation Authority for the deferral of approximately $2,900,000 for 50% of Tier II SPRTA Development Fees for 674 residential dwelling units in the Liberty at Lincoln (Improvement Area No. 1), as allowable per the 2nd amendment to the memorandum of agreement for the Establishment of the Tier II Development Fee Deferral Program.

BACKGROUND/INTRODUCTION:

October 1, 2003, the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (the “Jurisdictions”) entered into the Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the South Placer Regional Transportation Authority (SPRTA) for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of Transportation Improvements.

May 27, 2009, these Jurisdictions entered into a Memorandum of Agreement (MOA) for the establishment and collection of Tier II Development Fees for all new development in the Tier II Development Fee Area, for future funding of regional projects.

September 10, 2013, the First Amendment to the MOA established the Tier II Development Fee Deferral Program that provides an opportunity for projects within and subject to the Tier II Development Fee Area to defer a portion of their Tier II Development Fees. The fee deferral program is available to all new development projects that establish a Community Facilities

District ("CFD") as reviewed by SPRTA staff, or other financing mechanism approved by the SPRTA Board to pay the deferred fees.

May 24, 2017, the Second Amendment to the MOA repealed and replaced the fee deferral program established by the First Amendment to the MOA which included an extended timeline for projects to participate in the deferral program. Per the Second Amendment, the fee deferral program will be available to all new development project that establish a CFD as reviewed by SPARTA staff, or other financing mechanism approved by the SPRTA Board to pay the deferred fees. The basic program parameters are as follows: A CFD with the ability to implement a second bond issuance or other financing mechanism with fee deferrals occurring at the time of building permit issuance. Prior to building permit issuance, the Jurisdiction will report to SPRTA staff on the total amount of units being deferred; and the fee deferral shall not be more than 50% of the Tier II fees for eligible projects. Further, repayment is obligated within thirty (30) years from the date of initial deferral. The guarantee of future payment will come in the form of either: (1) a second issuance of the CFD which will be collected with either a second bond sale or continuance of max tax collection or (2) other financing mechanism as approved by the SPRTA Board. If the financing provided by the community facilities district is not sufficient to pay the deferred Tier II Development Fees within 30 years, the member agency allowing the deferral is obligated to pay the unpaid fees and this obligation shall be guaranteed using lawfully permitted amounts that may be pledged for security.

September 11, 2025, the City of Lincoln submitted to the Placer County Transportation Planning Agency (PCTPA), the administrator of SPRTA, our first request for Tier II 50% Fee Deferral for 674 residential dwelling unit equivalents for Liberty in Lincoln (Improvement Area No. 1).

FINDINGS/ANALYSIS:

A CFD through California Municipal Finance Authority (CMFA) Bond Opportunities for Land Development (BOLD) program was formed for Liberty in Lincoln however, review of the CFD by SPARTA did not occur until after formation and it was found to be insufficient by PCTPA staff regarding language for guaranteed repayment of the Tier II deferred fees. Therefore, representatives from the City, the developer – Lincoln Land Holdings, and PCTPA began discussions of another financing mechanism as allowed in the second amendment to the MOA.

The Liberty Lincoln CFD includes provisions for the funding of fees (including SPARTA fees) as well as provisions to provide funding for the construction of a Kindergarten through eighth (TK-8) school facility located within the development area. It is a complex and unique CFD that was only possible through cooperation and collaboration of the developer, Western Placer Unified School District and the City (the “Parties”).

In addition to the CFD, the Parties entered into the School Facilities Agreement which outlined the financing structure to acquire the land and construct the school facilities utilizing in part bond proceeds and special taxes from the Liberty Lincoln CFD. Because the School Facilities Agreement provides that funds from the CFD be used to fund the school facilities, SPARTA staff require a pledge agreement which will guarantee the deferred fees be paid within 30 years.

SPRTA requires the pledge agreement and amendment to the school facilities agreement be approved and adopted by the City, the Developer, the School District, and SPRTA including

legal opinion letters from the legal counsel of each entity and consenting signatures from the City of Rocklin, the City of Roseville and County of Placer and pursuant to the MOA and amendments to the MOA, approval by the SPRTA board.

The pledge agreement is triggered if there are not sufficient funds in the CFD to pay the Tier II deferred fees and it reaffirms the City's obligation to pay the Tier II deferred fees within 30 years.

FISCAL IMPACT:
Per the Memorandum of Agreement between member agencies (including the City of Lincoln), the first amendment and second amendment; SPRTA 50% Tier II deferred fees are required to be paid within 30 years and are the obligation of the agency requesting the deferral. The City is obligated to pay the approximately $2.9 million in deferred fees and intends to utilize bond proceeds and/or special taxes from the Liberty Lincoln CFD.

ATTACHMENTS:
Pledge_Resolution_2026, HI.docx

Draft Lincoln Pledge Agreement 20260603 (Redlined), June 4, 2026.docx

School Facilities Agreement Agreement, 2025 executed.pdf

SPRTA_JPA_Amended_Restated_2003_plus_First_Amendment_2024_2573.pdf

SPRTA_TierII_MOA_Second_Amendment_2017_Fee_Deferral_1775.pdf

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A PLEDGE AGREEMENT AND AMENDMENT TO THE SCHOOL FACILITIES AGREEMENT BETWEEN THE CITY OF LINCOLN, LINCOLN LAND HOLDING, WESTERN PLACER UNIFIED SCHOOL DISTRICT AND THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY FOR THE DEFERRAL OF APPROXIMATELY $2,900,000 FOR 50% OF TIER II SPRTA DEVELOPMENT FEES FOR 674 RESIDENTIAL DWELLING UNITS IN THE LIBERTY AT LINCOLN (IMPROVEMENT AREA NO. 1), AS ALLOWABLE PER THE 2ND AMENDMENT TO THE MEMORANDUM OF AGREEMENT FOR THE ESTABLISHMENT OF THE TIER II DEVELOPMENT FEE DEFERRAL PROGRAM.

WHEREAS, October 1, 2003, the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (the "Jurisdictions") entered into the Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the South Placer Regional Transportation Authority (SPRTA) for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of Transportation Improvements; and

WHEREAS, May 27, 2009, these Jurisdictions entered into a Memorandum of Agreement (MOA) for the establishment and collection of Tier II Development Fees for all new development in the Tier II Development Fee Area, for future funding of regional projects; and

WHEREAS, May 24, 2017, the Second Amendment to the MOA permits the SPRTA member jurisdictions to allow deferrals of up to 50% of Tier II Development Fees for a given project, provided that a community facilities district approved by SPRTA staff, or other financing mechanism approved by the SPRTA Board, is established to pay the deferred Tier II Development Fees within 30 years following the first deferral; and

WHEREAS, the Second Amendment provides that, if the financing provided by the community facilities district is not sufficient to pay the deferred Tier II Development Fees within 30 years, the member agency allowing the deferral is obligated to pay the unpaid fees and that this obligation shall be guaranteed using lawfully permitted amounts that may be pledged for security; and

WHEREAS, the City, the developer, and the School District have entered into that Western Placer Unified School District, City of Lincoln and Lewis Communities School Facilities Agreement effective as of May 13, 2025 (the "School Facilities Agreement"), which among other things obligates the parties thereto to cooperate in the formation of a community facilities district (the "CFD") by the California Municipal Finance Authority, to designate multiple improvement areas therein, to levy special taxes therein and issue bonds all to finance certain school facilities and other city facilities, including transportation improvements funded by the Tier II Development Fee Program administered by SPRTA; and

WHEREAS, September 11, 2025, the City of Lincoln submitted to the Placer County Transportation Planning Agency (PCTPA), the administrator of SPRTA, our first request for Tier II 50% Fee Deferral for 674 residential dwelling unit equivalents for Liberty in Lincoln (Improvement Area No. 1); and

WHEREAS, the Surplus Special Tax Second Priority (as defined in Section 4.10 of the School Facilities Agreement) from Improvement Area No.1 could be insufficient to pay the Deferred Fees within 30 years from the date of the first deferral; and

WHEREAS, the City is obligated under the Second Amendment to pay to SPRTA the balance of the Deferred Fees not paid by the CFD within 30 years from the date of the first deferral; and

WHEREAS, the City desires to secure its payment of the Obligation by pledging the Surplus Special Tax Second Priority from Improvement Area No.1 and all future Improvement Areas on the Developer Property as security therefore.

NOW THEREFORE BE IT RESOLVED:

Section 1. City Manager or designee is authorized to enter into a Pledge Agreement and Amendment to the School Facilities Agreement between the City of Lincoln, Lincoln Land Holding, Western Placer Unified School District and the South Placer Regional Transportation Authority for the deferral of approximately $2,900,000 for 50% of Tier II SPRTA Development Fees the Liberty at Lincoln (Improvement Area No. 1), as allowable per the 2nd amendment to the memorandum of agreement for the Establishment of the Tier II Development Fee Deferral Program.

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Richard Pearl, Mayor

ATTEST:

_____
Hope Ithurburn, City Clerk

PLEDGE AGREEMENT
AND
AMENDMENT TO SCHOOLS FACILITIES AGREEMENT

This Pledge Agreement (this "Agreement") is entered into effective as of [*Insert Date*] (the "Effective Date"), by and among the CITY OF LINCOLN, a municipal corporation organized and existing under the laws of the State of California (the **"City"**), Lincoln Land Holdings, a Delaware limited liability company ("**Property Owner**"), Western Placer Unified School District (the "**School District**") and the SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY, a public agency formed under the laws of the State of California (**"SPRTA"**). The City, Property Owner and School District are hereinafter collectively referred to as the "**Pledging Parties**."

RECITALS

A. WHEREAS, effective May 27, 2009, the City entered into that certain Memorandum of Agreement ("MOA") with the County of Placer and the Cities of Roseville and Rocklin, which MOA established the Tier II Development Fee Program administered by SPRTA;

B. WHEREAS, effective September 10, 2013, the City, the County of Placer and the Cities of Roseville and Rocklin, established a development fee deferral program by entering into the First Amendment to the Memorandum of Agreement ("First Amendment"); the First Amendment was subsequently superseded by the Second Amendment to the Memorandum of Agreement entered into by the parties effective May 24, 2017 (the "Second Amendment");

C. WHEREAS, the Second Amendment permits the SPRTA member jurisdictions to allow deferrals of up to 50% of Tier II Development Fees for a given project, provided that a community facilities district approved by SPRTA staff, or other financing mechanism approved by the SPRTA Board, is established to pay the deferred Tier II Development Fees within 30 years following the first deferral (Second Amendment, Sections 2 and 3);

D. WHEREAS, the Second Amendment provides that, if the financing provided by the community facilities district is not sufficient to pay the deferred Tier II Development Fees within 30 years, the member agency allowing the deferral is obligated to pay the unpaid fees and that this obligation shall be guaranteed using lawfully permitted amounts that may be pledged for security (Second Amendment, Section 3);

E. WHEREAS, Property Owner owns approximately 516 acres of real property ("Current Lewis Property" or "Improvement Area No.1") located within the "Village 7" geographic area and subject to the Village 7 Specific Plan ("Specific Plan"), as shown in blue in Exhibit A-1 attached hereto and made a part hereof. The Property Owner anticipates acquiring and annexing into the City and Village 7 approximately 173 acres of real property located north of Moore Road ("Annexed Property"), the land use diagram for which is attached hereto as Exhibit A-2 and made a part hereof. The Current Lewis Property and Annexed Property shall be referred to as the "Developer Property;"

F. WHEREAS, The Property Owner, the City and the School District have entered into that Western Placer Unified School District, City of Lincoln and Lewis Communities School

Facilities Agreement effective as of May 13, 2025 (the “School Facilities Agreement”), which among other things obligates the parties thereto to cooperate in the formation of a community facilities district (the “CFD”) by the California Municipal Finance Authority, to designate multiple improvement areas therein, to levy special taxes therein and issue bonds all to finance certain school facilities and other city facilities, including transportation improvements funded by the Tier II Development Fee Program administered by SPRTA;

G. WHEREAS, the City desires to defer 50% of Tier II Development Fees for the development of Improvement Area No.1 (the “Deferred Fees”) pursuant to the terms of the Second Amendment; the estimated amount of the Deferred Fees is shown on Exhibit B, attached hereto and made a part hereof;

H. WHEREAS, the Surplus Special Tax Second Priority (as defined in Section 4.10 of the School Facilities Agreement) from Improvement Area No.1 could be insufficient to pay the Deferred Fees within 30 years from the date of the first deferral;

I. WHEREAS, the City is obligated under the Second Amendment to pay to SPRTA the balance of the Deferred Fees not paid by the CFD within 30 years from the date of the first deferral (the "Obligation");

J. WHEREAS, the City desires to secure its payment of the Obligation by pledging the Surplus Special Tax Second Priority from Improvement Area No.1 and all future Improvement Areas on the Developer Property as security therefor;

K. WHEREAS, SPRTA is willing to accept such pledge as security for the timely repayment of the Obligation; and

L. WHEREAS, the parties hereto desire to set forth the terms and conditions of the City's repayment and pledge.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Obligation. The term "Obligation" is defined in Recital I, above.

1.2 Pledged Revenues. The term "Pledged Revenues" means the Surplus Special Tax Second Priority from Improvement Area No.1 and all future Improvement Areas on the Developer Property.

1.3 Maturity Date. The term "Maturity Date" means the date that is thirty (30) years from the Effective Date hereof.

1.4 Other terms used herein but not defined shall have the meanings ascribed to them in the Second Amendment, if applicable.

ARTICLE 2: PROMISE TO PAY

2.1 Payment Obligation. The City hereby promises and agrees to pay to SPRTA the full amount of the Obligation, in lawful money of the United States, on or before the Maturity Date.

2.2 Prepayments. The City may, at its option and without penalty or premium, prepay all or any portion of the Obligation at any time prior to the Maturity Date. The City shall provide SPRTA with at least 30 days' prior written notice of any prepayment.

ARTICLE 3: PLEDGE AND SECURITY

3.1 Pledge of Revenues. As security for the punctual payment of the Obligation, the Pledging Parties hereby pledge, assign, and grant to SPRTA a first priority security interest in and lien on the Pledged Revenues. The Pledged Revenues are maintained and segregated in accordance with the Generally Accepted Accounting Principles (GAAP) and the City's accounting practices. Funds shall be available for this obligation as they are received.

3.2 Enforcement. Prior to exercising any remedy hereunder, SPRTA shall deliver written notice to the City specifying the nature of the default. The City shall have thirty (30) days after receipt of such notice to cure any monetary default and sixty (60) days to cure any non-monetary default or such longer period as may be reasonably necessary provided the City commences cure within sixty (60) days and diligently pursues such cure to completion. In the event of a default in payment of the Obligation, SPRTA shall have all rights and remedies available under applicable law, including but not limited to enforcing its security interest in the Pledged Revenues and directing the application of such revenues to satisfy the Obligation.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES

The Pledging Parties represent and warrant to SPRTA as follows:

4.1 Authority. Each of the Pledging Parties has full power and authority to enter into this Agreement and to perform its obligations hereunder.

4.2 No Prior Pledge. The Pledged Revenues have not been previously pledged, assigned, or encumbered as security for any other debt or obligation, and none of the Pledging Parties have any knowledge of any claim or lien thereon that would impair SPRTA's security interest.

4.3 Validity. This Agreement constitutes a valid and binding obligation of each of the Pledging Parties, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally.

4.4 Compliance. The execution and delivery of this Agreement do not violate any law, regulation, or agreement to which any of the Pledging Parties is a party.

ARTICLE 5: CONDITIONS PRECEDENT

The effectiveness of this Agreement is subject to the satisfaction of the following conditions precedent:

5.1 Legal Opinion.

a. Delivery to SPRTA of a written legal opinion from counsel to the City, in form and substance reasonably satisfactory to SPRTA, to the effect that (A) the City is a municipal corporation duly organized and validly existing under the laws of the State of California; (B) the City Resolution approving and authorizing the execution and delivery of this Agreement was duly adopted at a meeting of the City Council of the City, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; (C) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the City, which would materially and adversely impact the City's ability to complete the transactions described in and contemplated by this Agreement; (D) the execution and delivery of this Agreement, and compliance with the provisions hereof do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject; (E) this Agreement has been duly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by SPRTA, constitutes a legal, valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles; (F) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the City Council of the City, is required for the valid authorization, execution and delivery of this Agreement; and (G) no public vote or referendum is required under applicable California law for the valid authorization, execution and delivery of this Agreement.

b. Delivery to SPRTA of a written legal opinion from counsel to the School District, in form and substance reasonably satisfactory to SPRTA, to the effect that (A) the School District is duly organized and validly existing under the laws of the State of California; (B) the School District Resolution approving and authorizing the execution and delivery of this Agreement was duly adopted at a meeting of the governing body of the School District, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; (C) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the School District, which would materially and adversely impact the School District's ability to complete the transactions described in and contemplated by this Agreement; (D) the execution and delivery of this Agreement, and compliance with the provisions hereof do not and will not in any material respect conflict with or constitute on the part of the School District a breach of or default under any agreement or other instrument to which the School District is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the School District is subject; (E) this Agreement has been duly authorized, executed and delivered by the School District, and, assuming due authorization, execution and delivery by SPRTA, constitutes a legal, valid and binding agreement of the School District enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights

generally and by the application of equitable principles; (F) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the governing body of the School District, is required for the valid authorization, execution and delivery of this Agreement; and (G) no public vote or referendum is required under applicable California law for the valid authorization, execution and delivery of this Agreement.

c. Delivery to SPRTA of a written legal opinion from counsel to the Property Owner, in form and substance reasonably satisfactory to SPRTA, to the effect that (A) the Property Owner is duly organized, validly existing and in good standing under the laws of the State of Delaware; (B) the Property Owner's Resolution approving and authorizing the execution and delivery of this Agreement was duly adopted at a meeting of the governing body of the Property Owner, which was called and held pursuant to law and at which a quorum was present and acting throughout; (C) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the Property Owner, which would materially and adversely impact the Property Owner's ability to complete the transactions described in and contemplated by this Agreement; (D) the execution and delivery of this Agreement, and compliance with the provisions hereof do not and will not in any material respect conflict with or constitute on the part of the Property Owner a breach of or default under any agreement or other instrument to which the Property Owner is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Property Owner is subject; (E) this Agreement has been duly authorized, executed and delivered by the Property Owner, and, assuming due authorization, execution and delivery by SPRTA, constitutes a legal, valid and binding agreement of the Property Owner enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles; and (F) no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the governing body of the Property Owner, is required for the valid authorization, execution and delivery of this Agreement.

5.2 Other Documents. Delivery of such other certificates, documents, or opinions as SPRTA may reasonably request to evidence the Pledging Parties' compliance with their respective obligations hereunder.

ARTICLE 6: COVENANTS; AMENDMENT TO SCHOOL FACILITIES AGREEMENT

6.1 Maintenance of Pledged Revenues. The Pledging Parties covenant to maintain and preserve the sources of the Pledged Revenues in a manner sufficient to ensure timely repayment of the Obligation. Without limiting the generality of the foregoing, the Pledging Parties agree that neither the Surplus Special Tax (as defined in the School Facilities Agreement), nor annual escalation thereof, will be reduced prior to the City's repayment of the Obligation. The Pledging Parties agree that this Section 6.1 supersedes the provisions of Section 4.6 (1) of the School Facilities Agreement permitting the City to request reduction in the annual escalation of the Special Taxes of any Improvement Area.

6.2 Reporting. The Pledging Parties shall provide SPRTA with annual reports on the status of the Pledged Revenues and payments made toward the Obligation.

6.3 No Impairment. The Pledging Parties shall not take any action that would materially impair the value of the Pledged Revenues or SPRTA's security interest therein.

6.4 Moratorium on Deferral of Tier II Development Fees. City and Property Owner both agree that they shall not request deferral of Tier II Development Fees for any other Improvement Area of the Developer Property as long as the City's Obligation under this Agreement is outstanding.

6.5 Use of Pledged Revenues. The Pledging Parties agree that:

a. Prior to the satisfaction of the City's Obligation hereunder, Pledged Revenues will not be used for any other eligible use without the prior written consent of SPRTA, which may be withheld in its sole and absolute discretion.

b. Notwithstanding the provisions of the School Facilities Agreement, including, without limitation, Section 4.10 thereof, the LSFAC shall have no authority to do anything in contravention of this Agreement prior to the satisfaction of the City's Obligation hereunder.

ARTICLE 7: DEFAULT AND REMEDIES

7.1 Events of Default. The following shall constitute events of default: (a) failure to pay any portion of the Obligation when due; (b) breach of any representation, warranty, or covenant herein; or (c) bankruptcy or insolvency of the City.

7.2 Remedies. Upon an event of default, SPRTA may accelerate the Obligation, enforce its security interest, or pursue other remedies at law or in equity.

ARTICLE 8: MISCELLANEOUS

8.1 Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or ether person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or Certified, postage prepaid, addressed as follows:

City:
City of Lincoln
Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

With a copy to Legal Counsel:
City of Lincoln
Attn: Douglas White, City Attorney
600 Sixth Street
Lincoln, CA 95648

SPRTA:
South Placer Regional Transportation Authority
ATTN: Executive Director, Placer County Transportation Planning Agency
299 Nevada Street
Auburn, CA 95603

With a copy to Legal Counsel:
Sloan Sakai Yeung & Wong LLP
Attn: Osman Mufti
555 Capitol Mall, Suite 600
Sacramento, CA 95814

School District:
[insert address]

Property Owner:
[insert address]

Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other parties within ten (10) calendar days prior to such change.

8.2 Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

8.3 Waiver. The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power, for all or any other times.

8.4 Cooperation and Execution of Documents. The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

8.5 Attorneys' Fees. In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

8.6 Signatories. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

8.7 Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.8 Amendments. No amendment hereto shall be effective unless in writing and signed by both parties.

8.9 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

8.10 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

8.11 Survival. This Agreement shall survive any termination of, or withdrawal by the City from, the SPRTA Joint Exercise of Powers Agreement, the MOA, and/or the Second Amendment, as the same may be amended from time to time.

8.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF LINCOLN

By: _____
Name: Sean Scully
Title: City Manager

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____
Name: [Name]
Title: [Title]

LINCOLN LAND HOLDINGS LLC

By: _____
Name: [Name]
Title: [Title]

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

By: _____
Name: Matthew Click
Title: Executive Director

THE UNDERSIGNED MEMBER AGENCIES OF THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY HEREBY CONSENT TO THE CITY OF LINCOLN'S DEFERRAL OF TIER II DEVELOPMENT FEES FOR IMPROVEMENT AREA NO. 1 OF THE DEVELOPER PROJECT, SUBJECT TO THE TERMS OF THIS AGREEMENT.

CITY OF ROCKLIN

By: _____
Name: [Name]
Title: [Title]

CITY OF ROSEVILLE

By: _____
Name: [Name]
Title: [Title]

COUNTY OF PLACER

By: _____
Name: [Name]
Title: [Title]

EXHIBIT A-1
CURRENT LEWIS PROPERTY

EXHIBIT A-2
ANNEXED PROPERTY

EXHIBIT B
DEFERRED FEES

**WESTERN PLACER UNIFIED SCHOOL DISTRICT,
CITY OF LINCOLN, AND LEWIS COMMUNITIES
SCHOOL FACILITIES AGREEMENT**

PREAMBLE

This SCHOOL FACILITIES AGREEMENT ("**Agreement**") shall be effective as of May 13, 2025 ("**Effective Date**"), and is entered into by and between WESTERN PLACER UNIFIED SCHOOL DISTRICT, a public school district in the State of California ("**District**"), LINCOLN LAND HOLDINGS, LLC ("**Lewis**"), and the CITY OF LINCOLN, a California general law city ("**City**"). District, Lewis, and City may each be referred to as a Party or collectively as the Parties.

RECITALS

A. WHEREAS, Lewis owns approximately 516 acres of real property (**"Current Lewis Property"**) located within the "Village 7" geographic area and subject to the Village 7 Specific Plan ("**Specific Plan**"), as shown in blue in **Exhibit A-1** attached hereto and made a part hereof. Lewis anticipates acquiring and annexing into the City and Village 7 approximately 173 acres of real property located north of Moore Road ("**Annexed Property**"), the land use diagram for which is attached hereto as **Exhibit A-2** and made a part hereof. The Current Lewis Property and Annexed Property shall be referred to as the "**Developer Property**".

B. WHEREAS, the Specific Plan affects approximately 703 acres of land located partially within the City and partially within unincorporated Placer County, within the boundaries of the District. As shown on **Exhibit A-1**, the Specific Plan provides for single-family residential units, multi-family residential units, non-residential uses, including commercial development, various public and quasi-public facilities, school facilities, parks and open space, and a circulation system. As shown on **Exhibit A-2**, the proposed illustrative land use plan incorporating the Annexed Property will have similar land uses.

C. WHEREAS, the Specific Plan identifies the maximum allowable density within the Current Lewis Property of 2470 residential units. The anticipated density of the Developer Property, inclusive of the Annexed Property, is 3000 to 3300 residential units.

D. WHEREAS, the Specific Plan also identifies an 11.6 acre school site south of Ferrari Ranch Road, as depicted in **Exhibit B-1 ("Current School Site")**, but Lewis and the District agree that the 16.6 acre school site north of Ferrari Ranch Road, as shown in **Exhibit B-2** ("**New School Site**") is more suitable for a school, and thus Lewis, with the support of the District, intends to relocate the designated school site in the Specific Plan to the New School Site. "**School Site**" means, individually, the Current School Site or the New School Site, or alternative school site, as the context requires.

E. WHEREAS, Lewis has obtained City's approval of the Village 7 General Development Plan ("**Development Plan**"), subsequent amendments, and other entitlements for the Current Lewis Property (collectively with the Specific Plan and Development Plan, the "**Entitlements**"). (The development of the Current Lewis Property pursuant to the Entitlements,

as they may be amended, shall be referred to as the "**Project.**") Once the Annexed Property is acquired by Lewis, or a related entity, annexed and entitled, it will be considered part of the Project and subject to the terms of this Agreement.

F. WHEREAS, the Parties acknowledge that students generated by the Project will result in significant impacts on the District's facilities and infrastructure at all grade levels.

G. WHEREAS, this Agreement addresses the financing and construction of a permanent transitional kindergarten through eighth grade (TK-8) school facility, including furnishings, fixtures, equipment, and technology required to accommodate students generated by the Project, joint-use park and recreation facilities development (collectively, the "**School Facilities**"), and acquisition of the School Site.

H. WHEREAS, the Parties acknowledge this Agreement does not fully address the District's school facilities needs for students generated by the Project in grades 9-12, which the District anticipates funding through a future District-wide general obligation bond or other future resources.

I. WHEREAS, through this Agreement, the Parties wish to work together to provide School Facilities to accommodate up to 1200 students within the Project (subject to the final design of the School Facilities) and make available for joint use by the City and the community other recreational spaces at the School Facilities to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community. Specifically, the School Facilities will include a joint use Park (including a track and fields) to be developed by Lewis before the school is constructed, as well as hardcourts and multi-use facilities that will be part of the School Facilities, all for the benefit of the community.

J. WHEREAS, consistent with Education Code sections 10900 *et seq.* and 17534, as part of the financing and future use of the School Facilities, a portion of the School Facilities will be available for joint use by the City and the District.

K. WHEREAS, City and District shall enter into a separate joint use agreement that will provide additional detail related to the annual payment to the District required by this Agreement, an allocation of non-critical facilities Development Impact fees as allowable and required by this Agreement, and the City's use of the Joint Use Facilities.

L. WHEREAS, the Agreement provides a financing structure to acquire the School Site and construct the School Facilities utilizing a combination of statutory developer fees, developer-built recreational facilities, bond proceeds and special taxes from a community facilities district, local District resources, and State Funding, all supported by the cooperation of the Parties to leverage and maximize revenue streams as needed, which are memorialized in the "School Facilities Funding Plan" incorporated as **Exhibit C**.

M. WHEREAS, the District and City are members of a Joint Powers Authority known as the California Municipal Finance Authority ("**CMFA**").

N. WHEREAS, CMFA operates the Bond Opportunities for Land Development ("**BOLD**") Program, pursuant to which CMFA may form a Community Facilities District pursuant

to the Mello Roos Community Facilities Act of 1982 codified at Government Code section 53311, *et. seq.* and issue bonds to finance public facilities ("**Mello-Roos Act**").

O. WHEREAS, the Parties desire to utilize the BOLD Program to form a CFD over the Project and issue bonds to, in part, finance a portion of the School Facilities.

P. WHEREAS, the District and Lewis agree this Agreement is entered into freely and voluntarily and acknowledge that at the time of the Effective Date, the California State Legislature has enacted as part of Senate Bill 50 ("**SB 50**") in Government Code sections 65995, *et seq.*, which became fully effective in November 1998, certain modifications to the law concerning payment of school impact fees by homebuilders. Lewis acknowledges the school impact fees collected by the District are for the construction and rehabilitation of school facilities and that the District has adopted a five-year construction plan, pursuant to Education Code section 17017.5, subdivision c. The District and Lewis mutually acknowledge, agree, and find that this Agreement sets forth the responsibility of Lewis to mitigate impacts on the District's Grades K-12 school facilities intended to be mitigated by any "State Mandated Fee" (as hereinafter defined), and the California Environmental Quality Act.

Q. WHEREAS, Lewis and District further acknowledge and agree that this Agreement is not subject to legal challenge as an alleged violation of any terms of SB 50, Senate Bill 937, or any other applicable law concerning the payment of school impact fees by homebuilders.

R. WHEREAS, in light of the complex nature of the School Facilities Funding Plan and its reliance on Surplus Special Taxes that may also be available for other Project purposes, the Parties shall establish a Liberty School Funding Advisory Committee to monitor the Surplus Special Tax Revenues.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and obligations of the parties set forth herein, District, Lewis, and City hereby agree as follows:

AGREEMENT

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the meaning set forth below:

(1) "**Act**" means the Mello Roos Community Facilities Act of 1992 codified at Government Code section 53311, *et. seq.*

(2) "**Active Adult Living Unit**" means any unit meeting the qualifications of Government Code section 65995.1(a).

(3) "**Active Adult School Fee**" shall have the meaning set forth in Section 3.1.

(4) "**Annexed Property**" shall have the meaning set forth in Recital A.

(5) "**Annual Contribution**" shall have the meaning set forth in Section 6.2.

(6) "**Annual Meeting**" shall have the meaning set forth in Section 8.1.

(7) "**Audit**" shall have the meaning set forth in Section 5.1.

(8) "**Auditing Agency**" shall have the meaning set forth in Section 5.1.

(9) "**Acquisition Notice**" shall have the meaning set forth in Section 7.2.

(10) **"Appraised Value"** shall have the meaning set forth in Section 7.3.

(11) "**Board**" means the District's Board of Trustees.

(12) **"BOLD"** shall have the meaning set forth in Rectial N.

(13) "**Bond**" or "**Bonds**" has the meaning set forth in Section 4.1.

(14) "**Bridge Financing**" shall have the meaning set forth in Section 5.2.

(15) "**Carveout Period**" shall have the meaning set forth in Section 9.1.

(16) "**CDE**" means the California Department of Education.

(17) "**Certificate of Compliance**" means a certificate issued by District for the purpose of Lewis, or its successors and assigns, obtaining a building permit from the City, or if the area does not incorporate, from the County of Placer ("**County**"), acknowledging that all requirements of this Agreement and the School Fee Legislation with respect to the issuance of a building permit for any Residential Unit located within the Project have been complied with.

(18) "**CFD**" means a community facilities district formed pursuant to the Act over the Developer Property.

(19) "**City**" means the City of Lincoln.

(20) "**City Account**" has the meaning set forth in Section 4.7.

(21) "**City Joint Use Contribution**" shall have the meaning set forth in Section 6.2.

(22) "**CMFA**" means the California Municipal Finance Authority.

(23) "**Commercial School Impact Fee**" shall have the meaning set forth in Section 3.1.

(24) "**Construction Ready Condition**" has the meaning set forth in Section 7.6.

(25) **"Construction Ready Costs"** has the meaning set forth in Section 7.6.

(26) "**Cost of Issuance Fund**" shall have the meaning set forth in Section 4.8.

(27) "**Current Lewis Property**" shall have the meaning set forth in Recital A.

(28) "**Current School Site**" shall have the meaning set forth in Recital D.

(29) "**Developer Contribution**" shall have the meaning set forth in Section 2.3.

(30) "**Developer Fees**" shall have the meaning set forth in Section 3.1.

(31) "**Developer Property**" shall have the meaning set forth in Recital A.

(32) "**Development Plan**" shall have the meaning set forth in Recital E.

(33) "**District**" means the Western Placer Unified School District.

(34) "**District License**" has the meaning set forth in Section 7.8.

(35) "**District Liability Policy**" has the meaning set forth in Section 7.10.

(36) "**District Bond Proceeds Share**" has the meaning set forth in Section 4.7.

(37) "**DSA**" means the Division of the State Architect.

(38) "**DTSC**" means the Department of Toxic Substance Control.

(39) "**Entitlements**" shall have the meaning set forth in Recital E.

(40) "**Floor Fee**" shall have the meaning set forth in Section 3.1.

(41) "**GO Bond**" means a General Obligation Bond.

(42) "**Improvement Area**" means one or more areas designated in the formation of the CFD as an Improvement Area within the meaning of the Act, and any additional Improvement Area created following the annexation of property to the CFD pursuant to the Act.

(43) "**JCFA**" means a joint community facilities agreement by and among the City, District, CMFA and Lewis entered in accordance with the Mello-Roos Act.

(44) "**Joint Use Facilities**" shall have the meaning set forth in Section 2.1.

(45) "**JUA**" shall have the meaning set forth in Section 6.2.

(46) "**Level 2 Fee**" shall have the meaning set forth in Section 3.1.

(47) "**Lewis**" or "**Developer**" means Lincoln Land Holdings, LLC or any of its successors or assigns.

(48) "**Liberty School Funding Advisory Committee**" or "**LSFAC**" shall mean a committee comprised of one member of the District's Governing Board solely appointed by the District, , one member of the City Council solely appointed by the City, and a Lewis representative.

The District's Superintendent or designee, City Manager or designee, and other District, City, or Lewis staff shall administratively support the LSFAC.

(49) "**Mello-Roos Act**" shall have the meaning set forth in Recital N.

(50) "**Merchant Builder**" means a buyer, assignee, or transferee of one or more individual lots or tracts of the Project, or any other party to an agreement with Lewis, for the purpose of engaging in the business of developing, improving, or using such lots or tracts for development.

(51) "**New School Site**" shall have the meaning set forth in Recital D.

(52) "**Non-Critical PFE Equivalent**" has the meaning set forth in Section 6.2.

(53) "**Park**" means the 8.5 acre regional-size park to be developed by Lewis for joint use by the District and City in accordance with District and City design standards, which comprises a portion of the total acreage of the School Site.

(54) "**Park Credit**" shall have the meaning set forth in Section 6.1.

(55) "**Payment Sources**" means all or any combination of Developer Fees paid pursuant to this Agreement, the Developer Contribution, Bonds, Surplus Special Taxes generated from the CFD, the City Joint Use Contribution, State Funding, and any other sources to be used to acquire, plan, design and/or construct the School Facilities to the extent identified as Revenue in the School Facilities Funding Plan. The term "Payment Sources" does not include the proceeds of any bonds issued pursuant to a future general obligation bond authorization or the District's general fund.

(56) "**PFE**" shall have the meaning set forth in Section 6.1.

(57) "**Purchase and Sale Agreement**" means the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions for the School Site attached hereto as **Exhibit D**.

(58) "**Purchase Price**" shall have the meaning set forth in Section 7.3.

(59) "**Project**" shall have the meaning set forth in Recital E.

(60) "**Refunding**" shall have the meaning set forth in Section 4.9.

(61) "**Reimbursement Costs**" shall have the meaning set forth in Section 4.7.

(62) "**Residential Unit**" means a residential dwelling, as that term is used and interpreted in Chapter 4.7 (school facilities) of the State Government Code, and shall include single-family attached and detached units (including condominiums) and multi-family (apartment) units.

(63) "**Residential School Fee**" shall have the meaning set forth in Section 3.1.

(64) "**Reserve Fund**" shall have the meaning set forth in Section 4.7.

(65) "**RMA**" means the Rate and Method of Apportionment of Special Taxes for each Improvement Area.

(66) "**SB-50**" shall have the meaning set forth in Recital P.

(67) "**School Facilities**" shall have the meaning set forth in Recital G.

(68) "**School Facilities Account**" shall have the meaning set forth in Section 4.7.

(69) "**School Facilities Funding Plan**" means the document attached hereto as "Exhibit C", which may be amended from time to time as provided herein. The School Facilities Funding Plan provides a summary of the Parties' financing projections through the buildout of the Developer Property on a per-year basis including: the expected number of developed Residential Units by type; the resulting number of students expected to be generated by the Project; income to the District for the School Facilities, including all Payment Sources,; and expenditures related to the School Facilities, including estimated cost based on2025 dollars, and timing of the construction of School Facilities and related School Site acquisition.

(70) "**School Facility Program**" or "**SFP**" means the State program providing State Funds in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs when warranted, as contemplated by School Fee Legislation.

(71) "**School Fee Legislation**" means sections 65995 through 65996, inclusive, of the Government Code of the State of California and Section 17620, *et seq.*, of the Education Code of the State of California (including any amendments thereto), and any related or successor statutes thereto.

(72) "**School Improvements**" means the maintenance, improvement, modernization, expansion or addition to the School Facilities (once constructed) and construction or improvement of any high school facilities where Project students will matriculate.

(73) "**School Site**" shall have the meaning set forth in Recital D.

(74) "**School Site Approvals**" shall have the meaning set forth in Section 7.5.

(75) "**School Site Development Costs**" shall have the meaning set forth in Section 7.6.

(76) "**SFID**" means School Facilities Improvement District.

(77) "**SFNA**" means a School Facilities Needs Analysis and Justification Study related to Developer Fees and adopted by the District.

(78) "**SFPD**" means the School Facilities Planning Division of the California Department of Education.

(79) "**Share Deferral**" shall have the meaning set forth in Section 4.7.

(80) "**Special Note**" means a Special Limited-Obligation Note in the form attached to the Purchase and Sale Agreement.

(81) "**Special Note Revenues**" shall have the meaning set forth in Section 7.4.

(82) "**State**" means the State of California.

(83) "**State Funds**" or "**State Funding**" means the total funds allocated and paid to District by the State specifically intended for the acquisition, construction, furnishing and/or equipping of School Facilities.

(84) "**State Law**" means the applicable laws and/or administrative regulations of the State of California and its agencies.

(85) "**State Mandated Fee**" means the statutorily mandated fee for School Facilities pursuant to the School Fee Legislation.

(86) "**Surplus Special Taxes**" shall have the meaning set forth in Section 4.10.

(87) "**Surplus Special Tax First Priority**" shall have the meaning set forth in Section 4.10.

(88) "**Surplus Special Tax Second Priority**" shall have the meaning set forth in Section 4.10.

(89) "**TK-8 School**" shall have the meaning set forth in Section 2.1.

ARTICLE II
SCHOOL FACILITIES AND FUNDING MODEL

Section 2.1 School Facilities. The School Facilities shall be constructed to serve up to 1200 students generated by the Project, but the capacity of the School Facilities will ultimately be determined by its final design. The final design of the School Facilities will include approximately 40-50 classrooms meeting the square footage requirements and education specifications for grade levels transitional kindergarten through eighth grade (the "**TK-8 School**"), the Park, and joint use recreational facilities such as an indoor gymnasium, multi-purpose room, multi-media center, basketball hardcourts, and athletic fields (collectively, with the Park, the "**Joint Use Facilities**").

Section 2.2 Funding Model. The total cost to construct the School Facilities is currently estimated to be approximately One Hundred Eight Million One Hundred Fifty Thousand Dollars ($108,150,000) (2025 Dollars), based upon the School Facilities Funding Plan. The School Facilities are expected to be paid, in full, by the Payment Sources as modeled in the School Facilities Funding Plan.

Section 2.3 Additional Developer Contribution. Lewis shall contribute an amount equal to the Park Credit ("**Developer Contribution**"), which shall be satisfied by Lewis incurring the Construction Ready Costs and School Site Development Costs (both defined below) and, if such combined costs are less than the value of the Park Credit, a cash payment or credit toward the Special Note equal to the amount by which the value of the Park Credit exceeds such combined costs. Lewis may remit or satisfy any balance

of the Developer Contribution at any time after the District acquires the School Site and prior to the District satisfying any Special Note for the School Site.

ARTICLE III
DEVELOPER FEES AND ADDITIONAL DEVELOPER CONTRIBUTION

Section 3.1 Developer Fees. District has approved a Residential School Fee, Commercial School Impact Fee, and Active Adult School Fee (collectively, "**Developer Fees**") pursuant to the authority of the School Fee Legislation. Lewis or Merchant Builders shall pay the Developer Fees as set forth in this Section 3.1:

(1) Prior to and as a condition of obtaining a Certificate of Compliance and a building permit for each Residential Unit, Lewis or Merchant Builders shall pay the "**Residential School Fee**" pursuant to the then most recent SFNA adopted by the Board multiplied by the total square footage of "assessable space" within each Residential Unit as such term is defined in Government Code section 65995(b)(1). Lewis acknowledges and shall ensure Merchant Builders acknowledge, that the School Facilities Funding Plan assumes the District will maintain the authority to levy against residential construction a fee pursuant to Government Code section 65995.5 ("**Level 2 Fee**") throughout the entirety of this Agreement. If at any time during the term of the Agreement, the District's SFNA supports a Residential School Fee that is less than the Level 2 Fee identified in the District's 2024-2025 SFNA ("**Floor Fee**"), Lewis or the Merchant Builders shall continue to pay a Residential School Fee equal to the greater of the Floor Fee or the then-current Level 1 Fee until the Board adopts an SFNA that supports a Level 2 Fee greater than that amount. The Residential School Fee shall be paid by Lewis or Merchant Builders in lieu of the State Mandated Fee for all Residential Units in the Project. If Lewis or Merchant Builders fails to pay the Residential School Fee, the District may withhold a Certificate of Compliance for the Residential Unit and Lewis or Merchant Builders may not construct the Residential Unit until the Residential School Fee is paid for that Residential Unit.

(2) Commercial, Office and/or Industrial Unit Fee. Lewis or Merchant Builders shall pay in cash the State Mandated Fee for a commercial, office and/or industrial unit ("**Commercial School Impact Fee**") to District in accordance with Education Code sections 17620, *et seq.*, and Government Code sections 65995, *et seq.* Lewis or Merchant Builders shall pay the Commercial School Impact Fee for each commercial, office, and/or industrial unit constructed within the Project, multiplied by the total square footage of each unit's "chargeable covered and enclosed space," as such term is defined in Government Code section 65995(b)(2).

(3) Active Adult Living Units. For each Active Adult Living Unit constructed within the Project, as defined by the School Facilities Agreement, Lewis or Merchant Builders shall make a payment equal to the Commercial School Impact Fee ("**Active Adult School Fee**") multiplied by the total square footage of assessable space within each Active Adult Living Unit.

Section 3.2 Prepayment Option. Lewis or Merchant Builders may prepay the Residential School Fee for any Residential Unit or any Active Adult Living Unit at any time and at the rate in effect at the time of prepayment, even if building permits for such Residential Units or Active Adult Living Units will not be immediately obtained. If prepayment is made, the Parties will complete an accounting when building permits are obtained for the Residential Units or Active Adult Living Units to reconcile the square

footage of assessable space and appropriate Residential School Fee or Active Adult School Fee. After the accounting, Lewis or the Merchant Builder will pay any deficiency in the pre-paid Residential School Fees or Active Adult School Fees at the then-current rate of the Residential School Fee or Active Adult School Fee. If the accounting determines Lewis or Merchant Builders have overpaid for any Residential Unit or Active Adult Living Unit, the District shall refund any overpayment based upon the difference in final square footage of assessable space for any Residential Unit or Active Adult Living Unit multiplied by the value of the pre-paid Residential School Fee or Active Adult School Fee. The refund shall be made as soon as practical based upon the School Facilities Funding Plan. Any refund by District to Lewis shall be discussed during the Annual Meet and Confer meeting described in Article VIII, and the date the refund is due will be agreed upon by both parties in writing. The prepayment of Residential School Fees or Active Adult School Fees shall be specific to Residential Units or Active Adult Living Units within the Project. As such, Lewis or Merchant Builder may not bank, sell, or trade credits accrued as a result of prepayment for application toward Residential Units or Active Adult Living Units outside the Project. Further, any change in the allocation of pre-paid Residential School Fees from Residential Unit to Residential Unit or pre-paid Active Adult School Fees from Active Adult Living Unit to Active Adult Living Unit within the Project shall require the written consent of the District, which shall not be unreasonably withheld. The form for written consent is attached as Exhibit E.

ARTICLE IV
BOLD PROGRAM

Section 4.1 BOLD Program. Prior to and as a condition of a Certificate of Compliance being issued for a building permit for any Residential Unit, the Parties shall use their commercially reasonable efforts and reasonably cooperate with CMFA to utilize the BOLD Program to form a CFD over the Project, through one or more Improvement Areas, authorize the special taxes, and authorize the issuance of one or more series of bonds issued for each Improvement Area within the CFD ("**Bonds**") to finance the School Facilities, other School Improvements as approved by the LSFAC, and other Project infrastructure. The School Facilities Funding Plan anticipates the District will receive an estimated Forty Million Dollars ($40,000,000) (2025 dollars) through the CFD. The formation of the CFD and the Parties' obligations under the process shall be governed by the standards and requirements of the BOLD Program to be administered by CMFA, in addition to the requirements set forth in this Agreement. The District and City shall have the right to review and provide input on the RMA for each Improvement Area within the CFD. Lewis, the City and the District will enter into one or more acquisition agreements or joint community facilities agreements in form and substance satisfactory to Lewis, the City, and District, respectively, related to the CFD which shall govern the use of proceeds of Bonds and Surplus Special Taxes to finance the costs of acquisition of eligible public facilities and/or the financing of fees by Lewis as set forth in section 4.5 below. The District and City may participate in the Bond sale, including reviewing all documents and participating in Bond pricing. The District and the City shall be entitled to reimbursement for staff, consultants and legal costs from either or both of the: (a) Lewis deposit related to the formation of the CFD and the designation of Improvement Areas or (b) proceeds from the sale of Bonds.

Section 4.2 CFD Name. The CFD shall be designated as Liberty at Lincoln CFD No. 1 or similar.

Section 4.3 Lewis Cooperation. Lewis shall cooperate with CMFA to provide for the formation of the CFD, designation of Improvement Areas and issuance of Bonds in a manner generally consistent with the School Facilities Funding Plan and this Agreement. Lewis shall, from time to time, deposit with CMFA funds sufficient to cover CMFA, District, and City costs (including both legal and consultant)

associated with the formation of the CFD, designation of Improvement Areas, and preparing and reviewing the acquisition agreements and/or joint community facility agreements. Prior to the issuance of Bonds, Lewis shall ensure that the District and the City have the opportunity to review and approve the proposed costs of issuance for the Bonds. If the District and the City disapprove of the proposed costs of issuance of the Bonds, the District and the City shall have the right to mutually agree to request reductions if such costs are inconsistent with costs generally applicable to the BOLD program and/or require CMFA to select replacement financing team members acceptable to the District and the City.

Section 4.4 Improvement Areas. The number of Improvement Areas shall be determined at the written request of Lewis. The Parties anticipate there will be six Improvement Areas. At the request of Lewis, the CFD may be formed with a future annexation area, in which case future Improvement Areas may be formed and annexed as determined by Lewis.

Section 4.5 Joint Community Facilities Agreements. The Parties agree the CFD will finance a portion of the costs of the School Facilities, as well as other infrastructure for the Project. Financing of the School Facilities will require the City and the District to enter into a joint community facilities agreement with CMFA prior to the issuance of any Bonds. The terms of each such joint community facilities agreement shall be consistent with the terms of this Agreement.

Section 4.6 Levy of Special Taxes and Issuance of Bonds.

(1) Levy of Special Taxes. Pursuant to each RMA, CMFA shall levy Special Taxes on each assessor's parcel within the CFD (or Improvement Area, as applicable) that is classified as "Developed Property" at the "Assigned Annual Special Tax" rate (as such terms are defined in the RMA) prior to and following the issuance of Bonds. Special Taxes in each Improvement Area shall have a maximum term of forty-five (45) years. Special Taxes shall escalate not in excess of 2% per year for each Improvement Area, and shall be structured at the formation of the CFD and the designation of each Improvement Area based on an assumed 1.80% effective tax rate when combined with all other property taxes. Once a Notice of Completion (or comparable legal document evidencing the contractor's completion of construction) for the School Facilities has been recorded, and when the final series of bonds of an Improvement Area have been repaid, the City shall have the sole discretion, without any LSFAC approval, to request that CMFA reduce or eliminate the annual escalation of the Special Taxes of the Improvement Area.

(2) Issuance of Bonds. The Parties shall work with CMFA and its underwriter to establish the term, years of serial or term maturities and the maximum number of months of capitalized interest for each series of Bonds; provided that in no event shall any Bonds have a term longer than 30 years. Prior to the issuance of any series of Bonds, Lewis shall submit to CMFA a written request to proceed with the sale of Bonds. The amount and timing for the actual issuance of Bonds shall be determined by CMFA and its underwriter based on expected investor market acceptance of the status of development within the applicable Improvement Area. Pursuant to Section 8.2(i) the appropriate representatives of each Party will meet at least ninety (90) days prior to any Bond issuance to discuss the anticipated amount of issuance and to ensure Bonds will be issued appropriately in advance of when the District plans to begin the construction of the School Facilities, whereupon the District shall notify CMFA and Lewis whether it shall receive or defer its District Bond Proceeds Share (defined below), including any previous Share Deferral (defined below). Bond proceeds will be maximized, as determined by the bond underwriter for the BOLD

program, through multiple series based on the expected number of developed Residential Units in the Improvement Area and/or CFD.

Section 4.7 Application of Bond Proceeds. The proceeds of the sale of each series of Bonds shall be applied as follows:

(1) First Priority: To pay for costs of issuing the Bonds and reimbursing the Parties for the costs, including any legal and financial consultant fees and costs, of forming the CFD and preparing and reviewing the JCFA and this Agreement, including any exhibits attached thereto (collectively "**Reimbursement Costs**").

(2) Second Priority: To establish a reserve fund for the Bonds (the "**Reserve Fund**") and fund capitalized interest on the Bonds for up to twelve (12) months.

(3) Third Priority: To deposit into the school facilities account under the indenture or fiscal agent agreement for the Bonds (the "**School Facilities Account**") an amount equal to the 11.05% of the proceeds of each issuance of Bonds that are available after funding the First and Second Priority ("**District Bond Proceeds Share**"), unless the District has elected to not receive its share of the proceeds from the bond sale (a **"Share Deferral"**), in which case, the District will be entitled to receive the Share Deferral from the next bond sale first to be sufficient to generate the Share Deferral amount, adjusted by the Inflation Factor as defined below, in addition to the District Bond Proceeds Share during that bond sale. The "Inflation Factor" shall be the inflation factor applied by the State to the per pupil grant amount pursuant to Education Code section 17072.10 (i.e., the statewide cost index for class B construction as determined by the State Allocation Board and used for the biennial adjusted for the State Mandated Fee) rounded to the nearest tenth. In the event there is a change in the SFP such that the State no longer allocates per-pupil grants, the Parties shall apply the Marshall & Swift Eight California Cities Class B Construction Index to determine the Inflation Factor. In the event the Inflation Factor is negative for a particular year, there shall be no Inflation Factor applied for that particular year. The District may request payment of the Share Deferral at any time amounts in the School Facilities Account are sufficient for payment thereof and all withdrawals from the School Facilities Account shall first be applied to any outstanding Share Deferral.

(4) Fourth Priority: To deposit into the City Account under the indenture or fiscal agent agreement for the Bonds (the "**City Account**") any remaining proceeds to pay for, City infrastructure projects.

Section 4.8 Establishment of Funds.

(1) Reserve Fund. A portion of the proceeds from the sale of the Bonds shall be applied to fund the Reserve Fund in an amount equal to the "Reserve Fund Requirement," as defined in the applicable fiscal agent agreement. Each fiscal year, interest earnings on the Reserve Fund, in excess of any amount required to replenish the Reserve Fund Requirement shall be used to cure any delinquency on the Bonds then to make debt service payments on the Bonds.

(2) School Facilities Account. Unless the District has submitted to the City and CMFA a notice indicating it has elected a Share Deferral, the District Bond Proceeds Share of the proceeds from the sale of the Bonds apportioned to finance the School Facilities shall be held in the School

Facilities Account established by the fiscal agent agreement. Interest earnings from the School Facilities Account shall be held within that fund and available for funding School Facilities.

(3) City Account. The proceeds from the sale of the Bonds apportioned to satisfy the Project infrastructure shall be held in the City Account established by the fiscal agent agreement. Interest earnings from the City Account shall be held within the fund and available for funding Project infrastructure authorized to be financed by the CFD.

(4) Cost of Issuance Fund. The proceeds of the Bonds apportioned to pay the costs of issuing the Bonds, forming the CFD, and reimbursing deposits made by Lewis pursuant to Section 4.3 above shall be held in a fund or account established by the fiscal agent agreement (**"Cost of Issuance Fund"**). Interest earnings from the Cost of Issuance Fund shall be held within that fund and available to pay the costs of issuing the Bonds, forming the CFD and reimbursing the Lewis deposits. Any proceeds remaining in the Cost of Issuance Fund not needed to pay such costs shall be applied and transferred in accordance with the priorities set forth in Section 4.7.

Section 4.9 Refunding. The Parties anticipate refinancing of each series of Bonds may occur approximately seven (7) years from the initial sale of Bonds for each Improvement Area (each a **"Refunding"**), as determined by CMFA to generate interest cost savings. The savings resulting from such any Refunding during the original 30-year term of the Bonds shall be capitalized to produce additional proceeds for the benefit of the District to be deposited into the School Facilities Account. In no event shall any Refunding have a longer maturity date than the Bonds being refunded.

Section 4.10 Surplus Special Taxes (Pay-As-You-Go Revenue).

(1) Priorities. Special Taxes levied in each Improvement Area and collected each fiscal year in excess of the amount required (i) to pay principal and interest on the outstanding Bonds, (ii) pay "Administrative Expenses" (as defined in the financing documents) and (iii) replenish the reserve fund for the Bonds to the Reserve Fund Requirement shall be referred to as **"Surplus Special Taxes."** Any Surplus Special Taxes collected during the life of the CFD shall first be allocated to the School Facilities (as defined and related obligations including the acquisition of the School Site) and then to other CFD eligible facilities or fees as approved by the LSFAC. The LSFAC shall review, prioritize and approve the allocation of Surplus Special Taxes as follows: first, towards the acquisition of the School Site and construction of the School Facilities and any School Facilities related debt repayment (**"Surplus Special Tax First Priority"**); and then towards (with no priority preference) Public Safety Facilities/Infrastructure, Reimbursement of City contribution of Non-Critical PFE Equivalent, School Improvements, early retirement of outstanding Bonds, or other eligible uses (**"Surplus Special Tax Second Priority"**).

(2) LSFAC Approvals. Any member of the LSFAC may convene a meeting to either discuss or call for a vote to approve the allocation of Surplus Special Taxes. The LSFAC must meet at a mutually agreeable time and place within thirty (30) days upon receipt of a written notice from a member to convene a meeting. The LSFAC must agree by unanimous vote for all decisions within its authority. A unanimous agreement of the LSFAC means affirmative votes from the City Council representative, the District's Board representative, and the Lewis representative. Once the LSFAC approves the allocation of Surplus Special Taxes (subject to City Council override for Surplus Special Tax Second Priority items), the LSFAC shall have no authority over the recipient's

expenditure of the funds. Any recipient of Surplus Special Taxes is solely responsible for expending funds in any lawful manner and as authorized by the CFD.

(3) City Council Override for Surplus Special Tax Second Priority. After all Surplus Special Tax First Priority funding obligations have been fulfilled, within thirty (30) days of the LSFAC approval of a Surplus Special Tax Second Priority item, the City Council may, by majority vote, override the recommendation and approval of the LSFAC for use of the Surplus Special Tax for an alternative Surplus Special Tax Second Priority.

ARTICLE V
DISTRICT RESOURCES

Section 5.1 State Funding. During the term of this Agreement, various sources of school construction funding may be available to District from the State of California or from other sources of public funding. District agrees to undertake active, continued and good faith efforts to seek funds from public sources intended for School Facilities, including the School Facilities Program. District will seek State funds in accordance with this Agreement associated with the planning, design, development, acquisition and construction of the School Facilities. The parties shall cooperate fully with each other and any of their consultants or representatives retained in connection with the District's obligations in this Section 5.1. The Parties acknowledge that the use of State Funding in connection with the acquisition of the School Site and construction of School Facilities may give rise to an audit by the Office of Public School Construction, State Allocation Board or other state agency (any or all such entities constitute the "**Auditing Agency**") pursuant to Title 2, Section 1859.106 of the California Code of Regulations or other applicable law (the "**Audit**"). Upon receipt of notice that an Auditing Agency intends to conduct an Audit, District shall immediately notify Lewis and City, whereupon Lewis and City shall reasonably cooperate with and assist each other and the District in connection with the Audit, at the District's cost, with the aim of ensuring that the Audit does not result in an adjustment of the apportionment of State Funding, collection or reimbursement procedures, or any other actions or determinations that may require District to surrender or reimburse any or all such State Funding to the State, forego future State Funding allocations, to have funds deducted from State Fundings allocations, or otherwise to lose all or any part of the State Funding allocation.

Section 5.2 Bridge Financing. The Parties recognize even if the District is approved to receive State Funding, it is unlikely that the District will receive such funds before the acquisition of the School Site and construction of the School Facilities. As a result, the District may utilize appropriate financing methods such as certificates of participation, lease-purchase agreements, interfund borrowing, or any other financing method authorized by law ("**Bridge Financing**") to facilitate the acquisition of the School Site and construction of the School Facilities, as reflected in the School Facilities Funding Plan. The District's use of Bridge Financing is conditioned on approval by its Governing Board. Any State Funds received by the District will first be used to retire Bridge Financing debt, before satisfying any of District's outstanding obligations under this Agreement. In the event that Bridge Financing is not economically feasible on the timeline expressed in the School Facilities Funding Plan, the District may implement a phasing plan for construction of the School Facilities.

Section 5.3 No Obligation of General Fund or Other Developer Fee Resources. At District's sole discretion, and subject to approval by the District's Governing Board, the District may utilize its general fund, statutory developer fees collected outside of the Project, or other funding sources to construct the

School Facilities. Notwithstanding this option, at no time during this Agreement shall the District have an obligation to use such other resources to complete construction of the School Facilities or pay the Special Note. Except as required by law, the use of such developer fees collected outside of the Project shall not entitle students from outside of the Project to attend the TK-8 School unless there is excess capacity after all Project students are enrolled at the TK-8 School.

ARTICLE VI
CITY CONTRIBUTIONS

Section 6.1 Park Credit. City has established a Public Facilities Element ("**PFE**") Fee Program based on a 2022 nexus study required by the Mitigation Fee Act. Lewis is required to pay the City a PFE Parks and Trails Fees for all of the Residential Units in the Project. The City and Lewis shall enter into a separate agreement providing for approximately a Six Million Dollars ($6,000,000) PFE development impact fee credit (**"Park Credit"**) based on Lewis's obligation to provide the Park. The final amount of the Park Credit will be dependent on the park build out and contingent upon the provisions for reimbursement or credit with the City's PFE program. The Park Credit shall be applied to each Residential Unit in the Project as each building permit is issued for the Residential Units until the Park Credit is exhausted.

Section 6.2 Joint Use Contribution. Once the Park is operational and available for joint use, the City shall make an annual payment of $200,000 to the District for thirty (30) years, adjusted annually by two percent (2%) for inflation ("**Annual Contribution**") for construction, furnishing, maintenance and repair of the Joint Use Facilities. In addition, the City shall pay to the District, on an annual basis, an amount equivalent to the City's PFE Non-Critical Facilities Fee collected for all Residential Units in the Project ("**Non-Critical PFE Equivalent**", and together with the Annual Contribution, the "**City Joint Use Contribution**"). In exchange, the District shall provide joint use of the Joint Use Facilities to the City in proportion to the City Joint Use Contribution. The District and City shall separately enter into a joint use agreement ("**JUA**") setting forth in greater detail the terms and methods for payment and the City and District's use of the Joint Use Facilities, to be approved by the City Council and District Governing Board within twelve (12) months of execution of this Agreement.

ARTICLE VII
TK-8 SCHOOL SITE

Section 7.1 Reservation of School Site. Lewis shall reserve the New School Site for the purpose of conveying it to the District as provided herein, unless and until it is sold to the District or released by the District. Lewis shall continue to retain and reserve the Current School Site until the District releases Lewis in writing from reserving the Current School Site. The School Site shall be subject to final approval by the CDE and shall comply with the applicable provisions of the "School Site Selection and Approval Guide", or any successor guidelines prepared by CDE. If CDE does not find the School Site acceptable or the District is otherwise not able to obtain the School Site Approvals, Lewis shall use its commercially reasonable efforts to assist the District in finding an alternative school site acceptable to the District and CDE located within the Project. If CDE does not approve the School Site or in the event, the District is only able to construct a TK-5 school on the School Site, the Parties shall meet and confer as to whether the Parties must amend the Agreement.

Section 7.2 Covenant To Sell School Site. Lewis agrees to sell the School Site to the District in Construction Ready Condition, and the District agrees to purchase the School Site, in accordance with the terms and conditions of this Agreement and the Purchase and Sale Agreement, a form of which is attached hereto and incorporated herein as Exhibit D. The District and Lewis shall enter into the Purchase Agreement upon written notice delivered to Lewis (the "**Acquisition Notice**") at least nine (9) months but no more than twelve (12) months prior to the anticipated start date of construction of the School Facilities. The District shall commence construction of the School Facilities within one year of acquiring the School Site. The District shall provide the Parties a comprehensive construction schedule during the Annual Meeting (defined below). The District shall inform the Parties of any significant changes to the construction schedule, including delays due to insufficient funds or failure to obtain School Site approvals (defined below), at any design review meeting described in Section 8.2(ii) of this Agreement.

Section 7.3 Determination of Purchase Price. The District shall purchase the School Site for a total purchase price ("**Purchase Price**") based upon an appraisal for the School Site to be obtained by the District within six (6) months of acquisition ("**Appraised Value**") plus the cost of any School Site Development Costs as defined in Section 7.6(3). The appraisal shall be based upon the fair-market value of the School Site based on its highest and best use, which is currently medium-density residential, in Construction Ready Condition. The Purchase Price may be satisfied by delivery of a Special Note in the form attached as Exhibit B to the Purchase and Sale Agreement attached hereto as Exhibit D. The Special Note shall be paid in full within thirty (30) days of the latest of: (i) the date the City issued building permits for ninety-five percent (95%) of all approved Residential Units within the Current Developer Property; (ii) the date District receives State Funding together with other Special Note Revenues in a sufficient amount to repay the Special Note; or (iii) seven (7) years after the District receives final DSA close out of the School Facilities. The Parties acknowledge that any payment of the Special Note will occur after the Close of Escrow.

Section 7.4 Not Debt of the District. The Special Note is a limited obligation of the District and is payable, both as to principal and interest from State Funding, Developer Fees, Surplus Special Taxes (to the extent available under the bond financing documents), and any other Payment Sources available (with the exception of Bond proceeds), excluding general funds ("**Special Note Revenues**"). The general fund of the District is not liable for the payment of the Special Note or its interest. The Special Note is not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the District or any of its income or receipts, except the Special Note Revenues. No owner of the Special Note shall ever have the right to compel any exercise of the taxing power of the District to pay this Special Note or the interest hereon.

Section 7.5 Approvals District will complete all due diligence reviews of the School Site and secure the approval of all applicable state agencies (including, as such agencies may be revised or modified by the State of California from time to time, the DSA, the SFPD, and the DTSC as required by law (collectively, the "**School Site Approvals**"), and will provide Lewis written notice the School Site is acceptable to District. The District shall be responsible for the design of the School Site and School Facilities. Except for the improvements performed by Lewis to deliver the School Site in a Construction Ready Condition, the District shall be responsible for the construction of the School Facilities.

Section 7.6 School Site Development. Lewis shall deliver the School Site subject to the conditions set forth in this Section. Improvement to the School Site for delivery in "Construction Ready

Condition" as set forth below, will be considered in the appraisal and the determined Appraised Value. All other improvements by Lewis are developer-built School Site Development Costs.

(1) Construction Ready Condition. Lewis shall deliver the School Site in a Construction Ready Condition upon Close of Escrow. The Parties estimate the costs to be incurred by Lewis to deliver the School Site in a Construction Ready Condition is One Million, Eight Hundred Thousand Dollars ($1,800,000.00) ("**Construction Ready Costs**").

(2) "**Construction Ready Condition**" means, unless otherwise agreed in writing by the Parties, the School Site being rough graded to master pad conditions as described in the plans for development of the School Site, including:

(i) one hundred percent (100%) useable to construct public school structures upon without any specific engineering and design costs due to topographic conditions (uniformly graded to no more than 2% plus or minus 0.2');

(ii) utilities stubbed to the property line of the site (across any existing joint trenches if present), including domestic water, water service for fire loop, sewer, and any other utility service including but not limited to conduit and wiring, etc., all sized adequately for the School Facilities;

(iii) curbs, gutters, sidewalks, driveways, roadways, landscaping and irrigation, signals if required and approved by the City, signage, street lighting, crosswalks, in and on all adjacent rights-of-ways;

(iv) perimeter block walls (6' high) along the property lines on the sides of the school site adjacent to land uses other than open space, agricultural, unless required by the California Department of Education, or parks if part of the overall project design and not otherwise provided for in the specific school design; and

(v) work necessary to prepare site for school building construction, including on-site drainage, and required retaining walls unless these items are part of the bid drawings of a particular school; including SWPPP and temporary measures required to maintain condition of site after completion of this portion of work.

(vi) In addition, Construction Ready Condition requires the School Site to be in accordance with the standards for school site construction, as approved by the DSA or other applicable approving authority relating to off-site utility services (e.g., water, sewage, gas electricity, telephone, computer cable); off-site development (outside of property lines of the school to include pavement of adjacent streets, curbs and gutters, sidewalks, street lighting, planting areas and parkway landscape, street signs, traffic signals as required and approved by the City, street trees, off-site rough and final grading, off-site driveways and aprons); and service site development (site clearance, demolition, removal/relocation of utility services, rough grading, soil compaction, on-site drainage facilities, erosion control and embankment improvements).

(vii) In addition, Construction Ready Condition requires the School Site to be in accordance with the standards set by the CDE, OPSC and the DTSC.

(viii) In addition, the School Site shall have a width to depth ratio of no more than 2:1, except as mutually agreed upon, and shall be free and clear of encumbrances that would affect the District's ability to use the site for its intended purposes.

(3) Park Condition. Lewis shall deliver that portion of the School Site identified as the Park in a condition agreed to by both the District and Lewis in writing, but at least commensurate with other regional parks in the City of Lincoln and in conformance with the standards for school site construction, as approved by the DSA. Unless otherwise agreed to by the District and Lewis in writing, Lewis shall deliver the Park in the agreed upon condition upon Close of Escrow. The Parties estimate the value of the completed Park to be Two Million Eight Hundred Thousand Dollars ($2,800,000.00), but the actual costs incurred to design, engineer, and complete the Park shall be determined following the completion of the Park ("**School Site Development Costs**").

(4) Prevailing Wages. Lewis shall cause all contractors, subcontractors and other workers employed by it in connection with the construction of the Park to be paid not less than the general prevailing rate of per diem wages established by the Department of Industrial Relations for work of similar character in Placer County.

(5) Development Costs. Lewis agrees to thoroughly document all costs and expenses incurred to develop the School Site to the conditions set forth herein, and timely provide copies of such records to the District upon request. For the purposes of accounting, such costs and expenses shall be identified as either Construction Ready Costs or School Site Development Costs. The Parties recognize that the normal application process to obtain State Funding for site acquisition, site development and construction does not explicitly address the construction or funding of a partially developer-built school facility. As a result, the parties agree to commit continued and diligent efforts to work with staff at OPSC and the SAB to complete such forms and provide such documentation as may be necessary to establish eligibility and obtain State Funding.

Section 7.7 Design and Construction of School Facilities. The District shall consult with the Lewis and City regarding the design and construction of the School Facilities, and Lewis and City shall be invited to serve on any design committee for the School Facilities. However, the design responsibility and all final decisions relating to the School Facilities shall remain with the District. Nothing herein shall be deemed or construed as limiting the District's discretion and sole determination as to the type, quality, configuration, furnishing, furniture, fixtures, equipment, and construction requirements for each of the School Facilities.

Section 7.8 District License. Lewis hereby grants to the District a non-exclusive license to enter in and upon the School Site prior to the delivery of the School Site for purposes set forth in the Purchase Agreement and to determine the feasibility of using the School Site as a site for construction of the School Facilities, including examination of the physical, geological, environmental or other condition of the School Site ("**District License**"). The District License shall include, but is not limited to, allowing the District and District Agents to enter, cross over, on, along, through and across the School Site (and other property owned or controlled by Lewis as necessary for access to the School Site) for all activities undertaken pursuant to this Article. The District License is granted subject to any covenants, restrictions, reservations, rights of way, and encumbrances of record. If possible, the District shall enter the School Site from a public right of way. If escrow of the School Site fails to close for any reason, the District shall restore the School Site to the condition existing on the site absent District entry on the School Site. The

District License shall expire automatically upon any cancellation of escrow or upon closing of escrow of the School Site. The District shall comply with all applicable laws and regulations in connection with its activities on the School Site.

Section 7.9 Indemnification by District. The District shall indemnify, defend and hold harmless Lewis (including its directors, officers, managers, employees and agents) from and against any liabilities, claims, demands, actions, judgments, expenses and costs, resulting from activities on the School Site by the District or the District Agents pursuant to the District License, including, but not limited to, any loss of or damage to property or injury or death of any person whomsoever, and any mechanic liens, materialmens liens, or other lien. With respect to any incident occurring prior to closing of escrow of the School Site or any earlier termination of the District License, the indemnification obligation set forth in this Section shall survive, as applicable, termination of this Agreement, cancellation of escrow, closing of escrow and/or termination of the District License.

Section 7.10 District Insurance. Prior to entry onto the School Site pursuant to the District License, the District shall obtain, and shall thereafter maintain until the termination of the District License, a policy of commercial general liability insurance providing coverage in the face amount of one million dollars ($1,000,000) for all activities conducted by District and the District Agents on the School Site prior to the close of escrow ("**District Liability Policy**"). The District Liability Policy shall name Lewis as an additional insured. Prior to entering the School Site, the District shall provide Lewis a "Certificate of Insurance" to evidence that the District Liability Policy is in full force and effect. The Certificate of Insurance shall require that the insurer provide written notice to Lewis not less than thirty (30) calendar days prior to any cancellation, termination or expiration without renewal, except in the case of termination for non-payment of premium, in which case the insurer shall provide written notice to Lewis not less than ten (10) calendar days prior to termination. Provided it satisfies all requirements set forth herein, a policy of insurance obtained through a joint powers agency of which the District is a member shall satisfy the obligation of the District to obtain and maintain the District Liability Policy.

ARTICLE VIII
MEET AND CONFER

Section 8.1 Annual Meet and Confer. The Parties shall select appropriate representatives to meet at least annually during the term of this Agreement to review the status and funding of the School Facilities. This meeting (the "**Annual Meeting**") shall occur by March 31st of each year. At the Annual Meeting, the Parties shall review the following information:

(1) Lewis will advise the Parties on the status of the Project's development plans, including but not limited to: (i) modifications to the timing and product phasing of future construction; (ii) modifications to the housing type (i.e. single-family, multi-family, high-density condominiums and active adult, etc.) and products offered ("for sale" one, two and three bedroom attached units, apartment rental units, etc.); (iii) a summary of the housing types and products to be constructed by including square foot size and number of bedrooms; and (iv) the current status of the School Site development and Park.

(2) The District shall provide the Parties a status update on the District's future student projections for a period of five years; school site approval by CDE; applications for State Funding; the current state of the School Facilities Funding Plan; the District's draft SFNA and proposed

Developer Fees for the upcoming year; and a comprehensive schedule regarding the status of design and anticipated construction of the School Facilities. The schedule will identify the month the District intends to provide Lewis the Acquisition Notice and the estimated Close of Escrow.

(3) The Parties will discuss the CFD, the Improvement Areas, projected Bond issuances, repayment plan, distribution of proceeds, the School Facilities Funding Plan and Payment Sources. It is the intent of the Parties to evaluate whether the Payment Sources and School Facilities Funding Plan continue to meet expectations regarding anticipated funding levels necessary to construct the School Facilities and service debt obligations.

Section 8.2 Milestone Meetings. During the term of the Agreement until DSA close-out of the School Facilities and in addition to the Annual Meeting, the Parties shall meet as needed to address the following items:

(i) School Facilities Funding: The Parties shall work collaboratively and in good faith to review and update the School Facilities Funding Plan. The Parties will select appropriate representatives to meet at least ninety (90) days prior to any intended Bond issuance to identify the average assessed value of each Improvement Area, any anticipated Refunding or estimated savings pursuant to Section 4.9, and any proposed GO Bond issuance by the District subject to the Carveout Period described in Section 9.1.

(ii) Design Review: It is the intent of the Parties that the Parties cooperate in a collective, timely, good faith, and reasonable manner to facilitate the planning, design and construction of the School Facilities and Park consistent with the provisions of this Agreement. The City shall have the right to review any plans associated with the Park as provided in Section 10.2 below. However, the District shall have sole discretion over the design, quality, site plans, and any amenities construction for all School Facilities.

ARTICLE IX
GO BOND CARVE OUT

Section 9.1 GO Bond Election Carveout. To the extent permitted by law, for a period of ten (10) years from the first issuance of Bonds ("**Carveout Period**"), the District will not place a new measure on the ballot for GO Bond that includes the Developer Property without the written approval of Lewis in its sole and absolute discretion. Except with the written consent of Lewis, the District shall not include the Developer Property in any SFID, other community facilities district (excepting the CFD), assessment district, or other financing. At the conclusion of the Carveout Period, the District may seek approval for the authorization of a GO Bond or other financing of capital improvements that will be payable, in part from all or any part of the Developer Property. Lewis shall not oppose the District from seeking authorization of GO Bonds that includes the Developer Property following the conclusion of the Carveout Period.

ARTICLE X
JOINT USE FACILITIES

Section 10.1 Joint Use Facilities. The Joint Use Facilities will be for joint use by the City and District. City and District agree to enter into a separate joint use agreement that will define the Parties' rights and obligations with regard to joint use of the Joint Use Facilities.

Section 10.2 Design of the Joint Use Facilities. The City will review and provide input on the design for the Park, including lighting and accessibility needs, prior to the District submitting the plans to DSA for approval. The City's review of the plans shall take no longer than fifteen (15) business days.

Section 10.3 Naming Rights. The City shall have the right to name the Park in a manner consistent with the District's naming policies. Any name proposed by the City must be submitted to the District and approved by the District's Governing Board prior to the City submitting the Park name to the City Council for approval.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.1 Agreement Runs With Land. This Agreement is created for the benefit of Lewis and the Project. Subject to the limitations set forth herein, the covenants of this Agreement shall run with the land constituting the Current Lewis Property. Lewis agrees for the benefit of District that the Current Lewis Property and any portion of the Annexed Property acquired by Lewis shall be held, transferred, and encumbered subject to the provisions of this Agreement which are for the use and benefit of the District, Lewis, the Project and of each and every person who now or in the future owns any portion or portions of the Project. Either Party to this Agreement may cause this Agreement to be recorded on the Current Lewis Property with the Recorder's Office of Placer County and shall reasonably cooperate to prepare or provide any further documents and signatures necessary for the recording of the terms of this Agreement with respect to Annexed Property subsequently acquired by Lewis. Lewis shall cause this Agreement to be recorded with the Recorder's Office of Placer County on title for the Annexed Property within thirty (30) days of Lewis, or any of its affiliates, taking title to the Annexed Property.

Section 11.2 No Impairment of Contract. The Parties are entering into this Agreement, in part, for the purpose of creating a stream of Special Tax revenues that will be available to the CFD to pay directly the costs of acquisition, construction and/or equipping of School Facilities and other CFD-eligible fees and facilities and to pay debt service on Bonds and other indebtedness of the CFD, the proceeds of which will be used to pay the costs of acquisition, construction and/or equipping of the School Facilities and other CFD-eligible fees and facilities. Parties hereby acknowledge and agree (i) that any reduction or termination of the Special Taxes by exercise of the initiative power or the exercise of the discretion of CMFA or the CFD would constitute a substantial impairment of the Special Tax revenue stream that the Parties and the CFD intend to create for the purpose of providing an assured source of funding for the School Facilities, (ii) such an impairment of the special tax revenue stream would result in an impairment of this Agreement, and (iii) that this Agreement is being entered into, and the Special Taxes are being imposed upon the property in each Improvement Area pursuant to the RMA in accordance with existing laws relating to the imposition of fees and charges as a condition of property development and such Special Taxes are being incurred as an incident of the voluntary act of development of such property.

Section 11.3 Assignability of Agreement. Lewis shall have the unconditional right to assign any right or obligation under this Agreement to anyone at any time. Lewis shall give written notice to City and District of such assignment, and Lewis shall require any assignee to enter into an assignment agreement specifically assuming the rights and obligations of this Agreement. A copy of the assignment agreement shall be provided to the City and District following its execution. Whenever this Agreement provides Lewis with a right, that right may be exercised by an assignee of that right to the same extent that Lewis could have exercised that right itself.

Section 11.4 Authority and Cooperation, Binding on Successors. The Parties represent and warrant to the other that they are duly authorized to enter into this Agreement and to be bound by its terms, and that this Agreement does not conflict with any other agreement, contract, document or law to which either may be bound or subject. Lewis and their successors and assigns agree to fully cooperate with CMFA in complying with Rule 15c2-12 of the Securities and Exchange Commission in connection with the issuance and sale of Bonds so long as Lewis or any of their successors or assigns is an "obligated person" under Rule 15c2-12. The parties recognize that California SB 165, Chapter 535 of the Statutes of 2000, became effective on January 1, 2001. SB 165 provides new disclosure and reporting requirements for any local bond measure that is the subject of voter approval, and which would provide for the sale of Bonds by a local agency. Lewis agrees fully and completely to cooperate with CMFA in meeting the requirements of SB 165. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 11.5 Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling any such discussion. If the dispute is not resolved in this manner within thirty (30) days of such written notice, it shall be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

Section 11.6 Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest, including without limitation purchasers of all or any part of the Project. In the event that Lewis transfers title to all or a portion of the Project, then such successor or assign shall be required to fulfill Lewis's obligations under this Agreement for that certain portion of the transferred Project. Lewis shall be released from the obligations under this Agreement which apply to the transferred portion of the Project. For that portion of the Project that is not transferred, Lewis' obligations under this Agreement shall remain in full force and effect. Prior to any such transfer or assignment, Lewis shall also notify the District in writing of the name of the successor or assign and all appropriate contact information for the District's records.

Section 11.7 Termination as to Individual Residential Units. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any Residential Unit within a parcel designated in any final map for the Project for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Lewis or any Merchant Builder to a bona-fide good faith purchaser thereof. The Parties agree, at no additional cost, expense, or liability to the District, to execute such further commercially reasonable documents as may be necessary to carry out the intentions of this Agreement. This Section is not intended to apply to termination of the Agreement as to Lewis, its successors, or any other developer of the Project.

Section 11.8 Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

Section 11.9 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within Placer County.

Section 11.10 Attorneys' Fees and Costs. In the event of any legal proceeding or alternative dispute resolution proceeding, including any lawsuit, action, or proceeding in law or equity, arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs arising from the proceeding, including expert witness fees, not to exceed the total attorneys' fees and costs incurred by the Party incurring fewer fees. The prevailing Party on any appeal shall also be entitled to recover its reasonable attorneys' fees and costs arising out of any such appeal, not to exceed the total attorneys' fees and costs incurred by the Party incurring fewer fees. In addition to the foregoing attorneys' fees and costs, the prevailing Party shall be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

Section 11.11 Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree the each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that particular provisions were or may have been drafted by a specific Party, and prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

Section 11.12 Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return receipt requested, and postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

Western Placer Unified School District
ATTN: SUPERINTENDENT
600 Sixth Street, Suite 600
Lincoln, CA 95648

With a copy to Legal Counsel:
Lozano Smith
Attn: Megan E. Macy
1 Capitol Mall, Suite 640
Sacramento, CA 95814

To City:

City of Lincoln
Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

With a copy to Legal Counsel:
City of Lincoln
Attn: Kristine Mollenkopf, City Attorney
600 Sixth Street
Lincoln, CA 95648

To Lewis:

Lincoln Land Holdings, LLC
Attn: Phil Rodriguez
Lewis Management Corp.
9216 Kiefer Blvd.
Sacramento, CA 95826

With a copy to Legal Counsel:
O'Neil LLP
Attn: John P. Yeager, Esq.
19800 MacArthur Blvd., Suite 650
Irvine, CA 92612

With a copy to Lewis General Counsel:
Lewis Management Corp
Attn: W. Bradford Francke.
1156 North Mountain Ave.
Upland , CA 91785

Section 11.13 No Joint Venture. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's-length contract.

Section 11.14 No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.

Section 11.15 Time is of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

Section 11.16 Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated in a writing signed by the Parties.

Section 11.17 Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.

Section 11.18 Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

Section 11.19 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document. Consolidated signature pages shall be compiled by District and forwarded to Lewis and City to constitute each Party's executed copy of the Agreement.

Section 11.20 Signatures. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing.

Section 11.21 Eminent Domain. Nothing in the Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

Section 11.22 Represented by Counsel. Each Party hereto acknowledges that it has been represented by legal counsel, or had the opportunity to obtain legal counsel and consciously chose not to obtain it, in the negotiation, drafting, and execution of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between the Parties of the last date set forth below.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Name: Kerry Callahan

Its: Superintendent

Date: May 28, 2025

LINCOLN LAND HOLDINGS, LLC
By: Lewis Management Corp., Its Manger

By: _____

Name: John M. Goodman

Its: Sr. Exec. VP/CEO

Date: _____, 2025

CITY OF LINCOLN

By: _____

Name: Sean Scully

Its: City Manager

Date: 6/2, 2025

IN WITNESS WHEREOF, this Agreement has been entered into by and between the Parties of the last date set forth below.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Name: Kerry Callahan

Its: Superintendent

Date: _____, 2025

LINCOLN LAND HOLDINGS, LLC
By: Lewis Management Corp., Its Manger

By: John M Goodman

Name: John M. Goodman

Its: Sr. Exec. VP/CEO

Date: May 29, 2025

CITY OF LINCOLN

By: _____

Name: Sean Scully

Its: City Manager

Date: _____, 2025

EXHIBIT A-1

Current Lewis Property

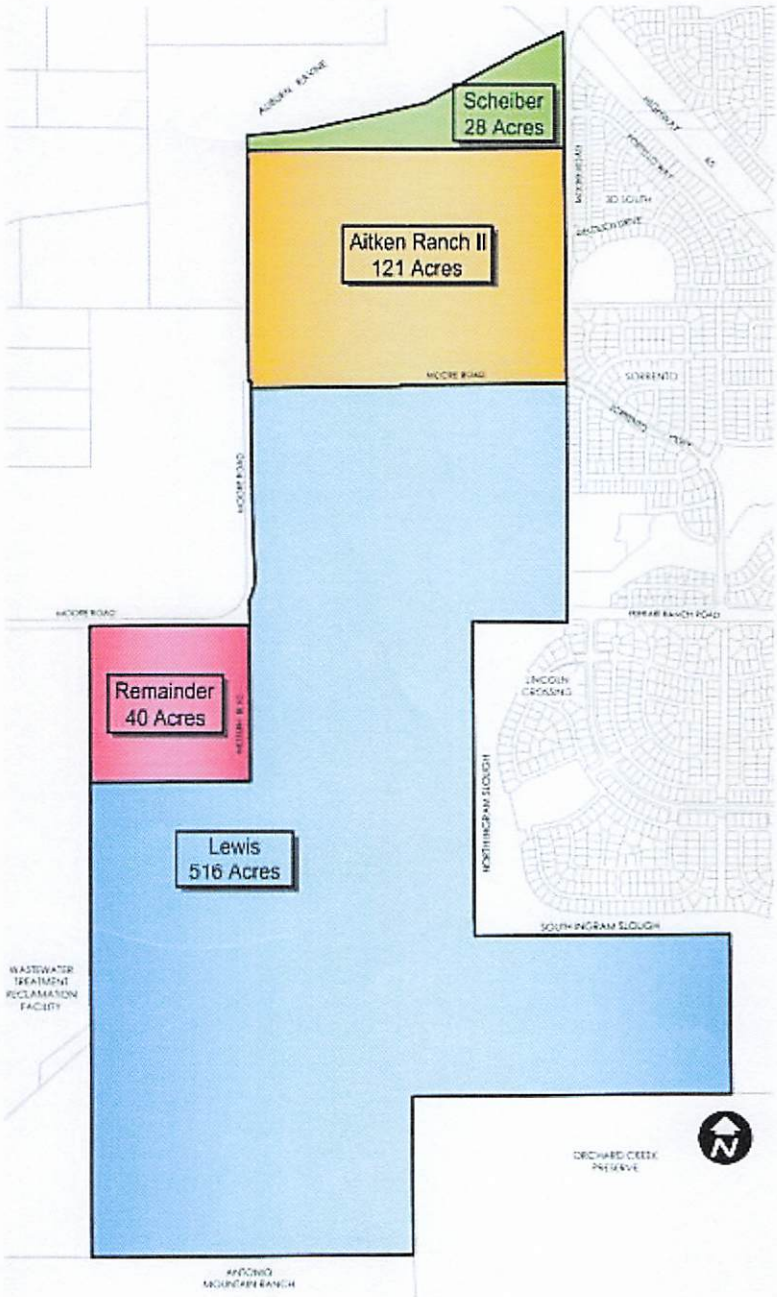
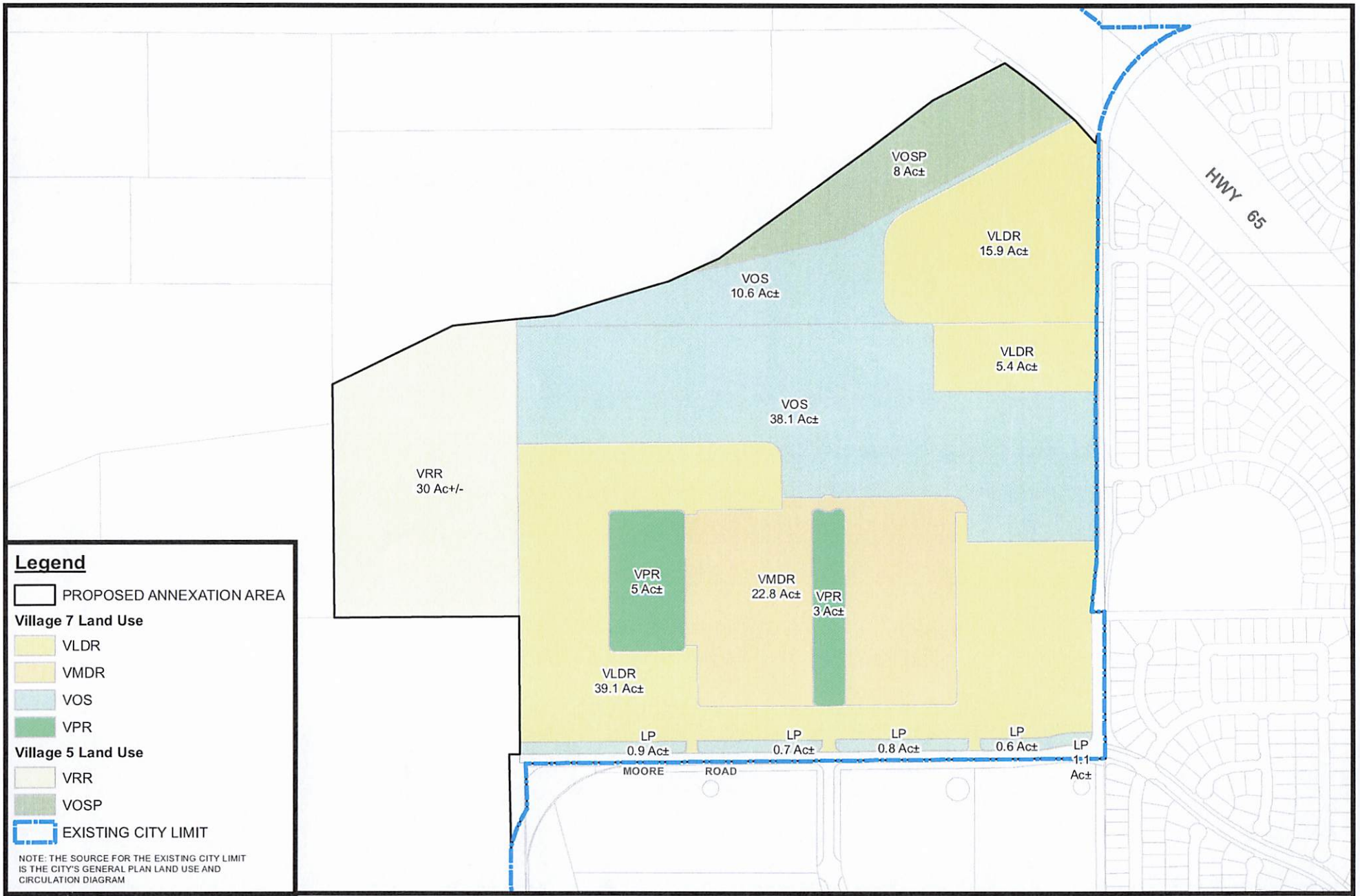


EXHIBIT A-2

Annexed Property



LINCOLN VILLAGE 7B AND VILLAGE 5B ANNEXATION

CURRENT LAND USE PLAN

CITY OF LINCOLN CALIFORNIA

10/24/2024

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 1 of 1

Document Path: P:\18484\GIS\Annexation\AnnexationFApprovedLandUsePlan_GP

EXHIBIT B-1

Current School Site and Land Use Designation

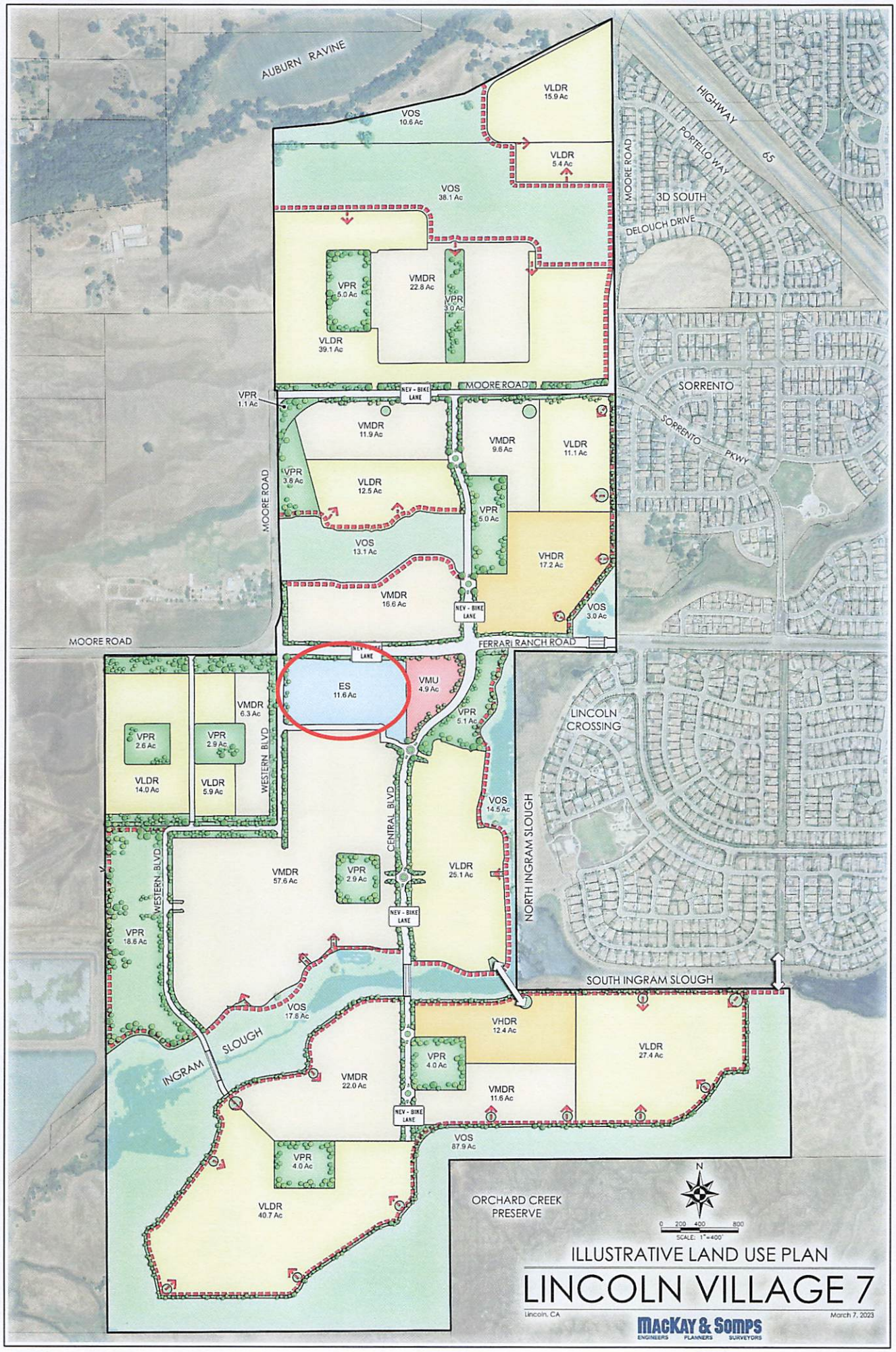

AUBURN RAVINE
VLDR 15.9 Ac
VOS 10.6 Ac
VLDR 5.4 Ac
VOS 38.1 Ac
HIGHWAY 65
PORTELLO WAY
MOORE ROAD
3D SOUTH
DELOUCH DRIVE
VPR 5.0 Ac
VMDR 22.8 Ac
VPR 3.0 Ac
VLDR 39.1 Ac
MOORE ROAD
NEV - BIKE LANE
SORRENTO
SORRENTO PKWY
VPR 1.1 Ac
VMDR 11.9 Ac
VMDR 9.6 Ac
VLDR 11.1 Ac
VPR 3.8 Ac
VLDR 12.5 Ac
VPR 5.0 Ac
MOORE ROAD
VOS 13.1 Ac
VHDR 17.2 Ac
VMDR 16.6 Ac
NEV - BIKE LANE
VOS 3.0 Ac
MOORE ROAD
FERRARI RANCH ROAD
NEV - BIKE LANE
ES 11.6 Ac
VMU 4.9 Ac
VMDR 6.3 Ac
VPR 5.1 Ac
LINCOLN CROSSING
VPR 2.6 Ac
VPR 2.9 Ac
WESTERN BLVD
VLDR 14.0 Ac
VLDR 5.9 Ac
CENTRAL BLVD
VOS 14.5 Ac
NORTH INGRAM SLOUGH
WESTERN BLVD
VMDR 57.6 Ac
VPR 2.9 Ac
VLDR 25.1 Ac
NEV - BIKE LANE
VPR 18.6 Ac
SOUTH INGRAM SLOUGH
VOS 17.6 Ac
VHDR 12.4 Ac
INGRAM SLOUGH
VPR 4.0 Ac
VLDR 27.4 Ac
VMDR 22.0 Ac
VMDR 11.6 Ac
NEV - BIKE LANE
VOS 87.9 Ac
VPR 4.0 Ac
VLDR 40.7 Ac
ORCHARD CREEK PRESERVE
N
0 200 400 800
SCALE: 1"=400'
ILLUSTRATIVE LAND USE PLAN
LINCOLN VILLAGE 7
Lincoln, CA
March 7, 2023
MacKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

Exhibit B-2

New School Site and Land Use Designation

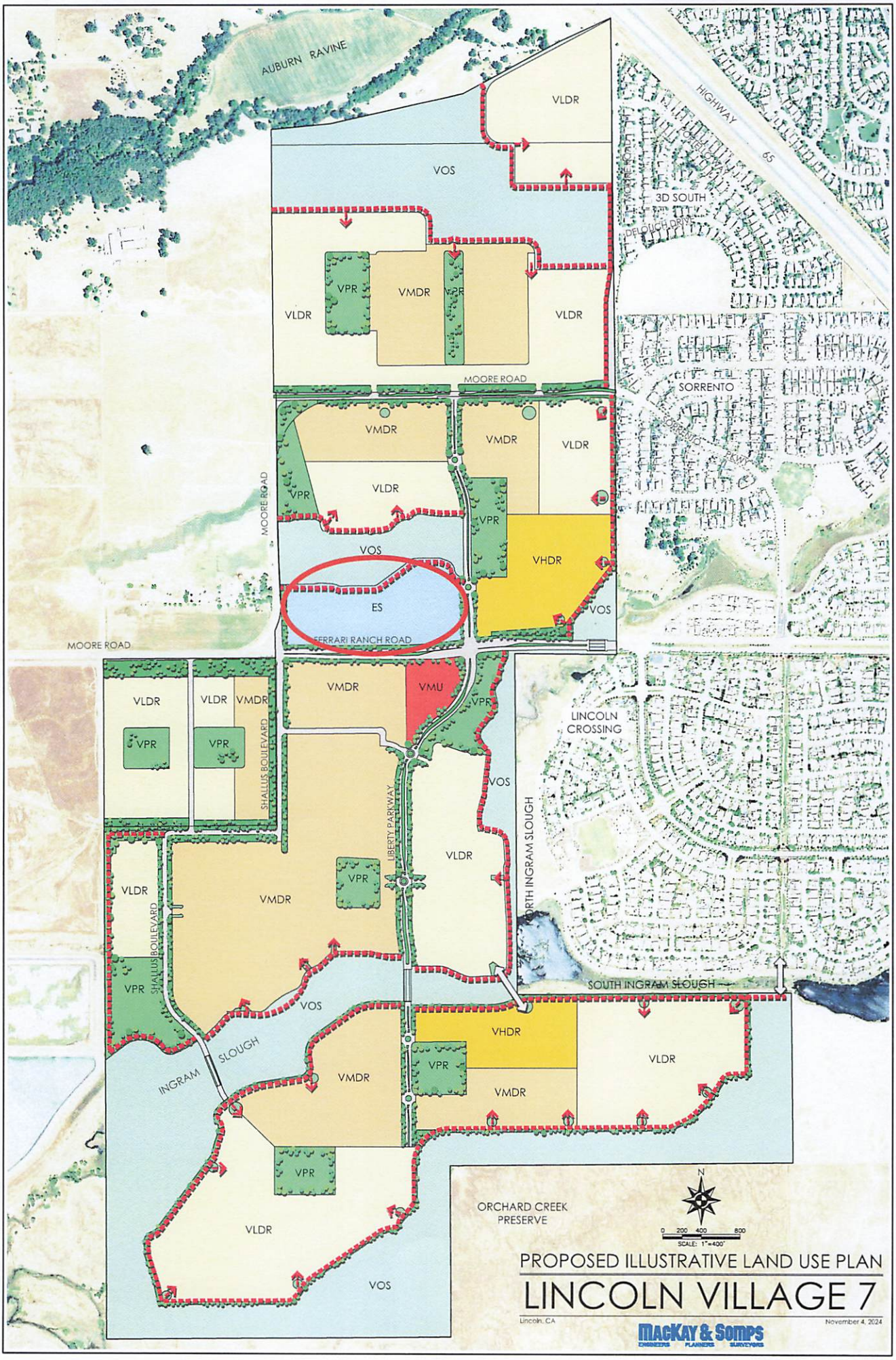

AUBURN RAVINE
VLDR
VOS
HIGHWAY 65
3D SOUTH
DELOUCH DRIVE
VPR
VMDR
VLDR
MOORE ROAD
SORRENTO
SORRENTO PARKWAY
VMDR
VLDR
VPR
VOS
VHDR
ES
FERRARI RANCH ROAD
VMU
LINCOLN CROSSING
SHALLUS BOULEVARD
LIBERTY PARKWAY
NORTH INGRAM SLOUGH
SOUTH INGRAM SLOUGH
INGRAM SLOUGH
ORCHARD CREEK PRESERVE
N
0 200 400 800
SCALE: 1"=400'
PROPOSED ILLUSTRATIVE LAND USE PLAN
LINCOLN VILLAGE 7
Lincoln, CA
November 4, 2024
MacKay & Somps
ENGINEERS PLANNERS SURVEYORS

EXHIBIT C

School Facilities Funding Plan

Framework Liberty at Lincoln TK-8 School Preliminary Cash Flow

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	After 2040-41	Total
Residential Units																		
Single Family	116	160	160	160	166	138	140	143	150	150	150	150	154	176	176	176	0	**2,465**
Multi-Family	0	0	60	242	183	0	67	23	0	0	0	0	0	0	0	0	0	**575**
Total Residential Units	**116**	**160**	**220**	**402**	**349**	**138**	**207**	**166**	**150**	**150**	**150**	**150**	**154**	**176**	**176**	**176**	**0**	**3,040**
Cumulative Residential Units	116	276	496	898	1,247	1,385	1,592	1,758	1,908	2,058	2,208	2,358	2,512	2,688	2,864	3,040	3,040	
Student Generation																		
Total TK-5	38	52	77	152	130	45	74	56	49	49	49	49	51	58	58	58	0	**1046**
Total 6-8	16	21	26	40	36	18	24	21	20	20	20	20	21	24	24	24	0	**373**
Total 9-12	14	19	28	55	47	16	27	20	18	18	18	18	18	21	21	21	0	**377**
Total Students	**67**	**93**	**131**	**247**	**213**	**80**	**124**	**98**	**87**	**87**	**87**	**87**	**89**	**102**	**102**	**102**	**0**	**1,797**
Cumulative TK-5 Students	38	91	168	320	450	496	569	625	675	724	773	822	873	931	988	1,046	1,046	
Cumulative TK-8 Students	54	128	231	423	589	652	750	827	896	966	1,035	1,104	1,175	1,257	1,338	1,419	1,419	
Cumulative Total Students	**67**	**160**	**291**	**538**	**751**	**831**	**955**	**1,053**	**1,140**	**1,227**	**1,314**	**1,401**	**1,490**	**1,592**	**1,694**	**1,797**	**1,797**	
Revenues																		
Level II Developer Fee	$1,881,984	$2,595,840	$3,488,160	$6,194,864	$5,414,760	$2,238,912	$3,267,784	$2,662,088	$2,433,600	$2,433,600	$2,433,600	$2,433,600	$2,498,496	$2,855,424	$2,855,424	$2,855,424	$0	**$48,543,560**
CFD Bond Issuances [4]	$0	$0	$3,906,197	$0	$2,264,660	$0	$0	$1,409,189	$0	$2,118,943	$0	$0	$0	$2,799,021	$0	$0	$1,554,863	**$14,052,874**
CFD Refunding Bonds	$0	$0	$0	$0	$0	$0	$0	$5,944,214	$0	$0	$0	$3,446,221	$0	$0	$2,144,418	$0	$9,849,954	**$21,384,808**
CFD Pay-Go	$0	$0	$0	$0	$0	$236,029	$240,181	$402,828	$411,288	$517,147	$519,343	$531,009	$692,709	$701,069	$662,493	$0	$0	**$4,914,096**
Lewis Funded Park Improvements (Cost Offset) [1]	$0	$0	$0	$0	$0	$6,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$6,000,000**
PFE Fee Revenues [2]	$65,506	$90,354	$114,749	$188,749	$168,148	$77,930	$106,301	$90,105	$84,707	$84,707	$84,707	$84,707	$86,965	$99,389	$99,389	$99,389	$0	**$1,625,800**
Park Maintenance Payment (From City) - Monitized [3]	$0	$0	$0	$0	$0	$3,200,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$3,200,000**
State Funding [5]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$22,000,000	$0	$0	$0	$0	$0	$0	$0	**$22,000,000**
State Funding GAN (District Borrowing) [5]	$0	$0	$0	$0	$0	$0	$20,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$20,000,000**
District COP (District Borrowing) [5]	$0	$0	$0	$0	$0	$0	$16,500,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$16,500,000**
Total Revenues	**$1,947,490**	**$2,686,194**	**$7,509,107**	**$6,383,613**	**$7,847,568**	**$11,752,871**	**$40,114,266**	**$10,508,424**	**$2,929,594**	**$27,154,397**	**$3,037,650**	**$6,495,537**	**$3,278,170**	**$6,454,903**	**$5,761,724**	**$2,954,813**	**$11,404,817**	**$158,221,137**
Cumulative Revenues	$1,947,490	$4,633,684	$12,142,791	$18,526,403	$26,373,971	$38,126,842	$78,241,108	$88,749,532	$91,679,127	$118,833,523	$121,871,173	$128,366,710	$131,644,880	$138,099,783	$143,861,507	$146,816,320	$158,221,137	
K-8 School Expenditures [5]																		
Site Acquisition	$0	$0	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0	$0	$0	$12,450,000	$0	**$12,450,000**
Soft Costs (Adjusted)	$0	$3,600,000	$4,200,000	$0	$0	$764,444	$2,197,778	$2,197,778	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$12,960,000**
Site Development (Adjusted)	$0	$0	$0	$0	$0	$14,940,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$14,940,000**
Construction	$0	$0	$0	$0	$0	$9,600,000	$27,600,000	$27,600,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$64,800,000**
FF&E	$0	$0	$0	$0	$0	$0	$0	$3,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$3,000,000**
State Funding GAN Repayment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$24,310,125	$0	$0	$0	$0	$0	$0	$0	**$24,310,125**
District COP Repayment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$891,000	$891,000	$891,000	$891,000	$2,502,301	$2,502,301	$2,502,301	$14,690,110	**$25,761,012**
Total Expenditures	**$0**	**$3,600,000**	**$4,200,000**	**$0**	**$0**	**$25,304,444**	**$29,797,778**	**$32,797,778**	**$0**	**$25,201,125**	**$891,000**	**$891,000**	**$891,000**	**$2,502,301**	**$2,502,301**	**$14,952,301**	**$14,690,110**	**$158,221,137**
Cumulative Expenditures	$0	$3,600,000	$7,800,000	$7,800,000	$7,800,000	$33,104,444	$62,902,222	$95,700,000	$95,700,000	$120,901,125	$121,792,125	$122,683,125	$123,574,125	$126,076,426	$128,578,726	$143,531,027	$158,221,137	
Surplus/(Deficit)	$1,947,490	($913,806)	$3,309,107	$6,383,613	$7,847,568	($13,551,573)	$10,316,488	($22,289,354)	$2,929,594	$1,953,272	$2,146,650	$5,604,537	$2,387,170	$3,952,602	$3,259,423	($11,997,488)	($3,285,293)	$0
Cumulative Surplus/(Deficit)	**$1,947,490**	**$1,033,684**	**$4,342,791**	**$10,726,403**	**$18,573,971**	**$5,022,398**	**$15,338,886**	**($6,950,468)**	**($4,020,873)**	**($2,067,602)**	**$79,048**	**$5,683,585**	**$8,070,755**	**$12,023,357**	**$15,282,781**	**$3,285,293**	**$0**	
Additional CFD Pay-Go To Be Considered by Committee	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$52,096**	**$918,232**	**$26,514,609**	**$27,484,937**

Assumptions

Single Family Avg. Sq. Ft.	2,400		
Multi-Family Avg. Sq. Ft.	2,200		
Single Family TK-5 SGR	0.328	0.58	8165.82
Multi-Family TK-5 SGR	0.413		4617.912
Single Family 6-8 SGR	0.134		1886.586
Multi-Family 6-8 SGR	0.075		1661.322
Single Family 9-12 SGR	0.118		
Multi-Family 9-12 SGR	0.150		
Level II Developer Fee	$6.76		

Footnotes:

[1] Lewis will be building the joint use park which will reduce the cost of the school by roughly $6M. Lewis will also receive fee credits or reimbursement from the City for building the park.
[2] The Park Recreation Facilities portion of the PFE fee that Liberty at Lincoln pays will be earmarked for a funding contribution to the joint use K-8 gymnasium. Fee amount is $564 per DUE.
[3] In lieu of reducing CFD 2018-1 to account for the school district maintaining the joint use park, the City will instead make an annual payment to the school district. This payment has been borrowed against with an estimated revenue of $3.2M (per WPUSD) at school construction.
[4] Assumes WPUSD takes fair share of proceeds at each bond issuance. In reality, WPUSD may elect to take funds at different times. This also assumes a single bond issuance per IA, ultimate timing and issuance may vary.
[5] Provided by WPUSD.

EXHIBIT D

Purchase And Sale Agreement

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

by and between

Western Placer Unified School District ("**District**")

and

Lincoln Land Holdings, LLC ("**Lewis**")

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EXHIBITS

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"A-2" - PLAT MAP DEPICTING LAND
±B≤ - SPECIAL NOTE
"C" - GRANT DEED
"D" - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND LINCOLN LAND HOLDINGS LLC

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions ("**Agreement**") is entered into as of ___, 20___ ("Effective Date") between WESTERN PLACER UNIFIED SCHOOL DISTRICT, a California public school district ("**District**" or "**Buyer**") and LINCOLN LAND HOLDINGS, LLC, a California limited liability company ("**Lewis**" or "**Seller**"). Lewis and District may also be referred to in this Agreement singularly as a "Party" and collectively as the "Parties."

RECITALS

A. Lewis is developing real property in the City of Lincoln's Village 7 Specific Plan and within District's boundaries, which may ultimately consist of approximately 3,300 residential units ("**Project**").

B. To address the need for additional school facilities for the students to be generated by the Project, District and Lewis entered into that certain School Facilities Agreement dated ___, 20___, and recorded ___, 20__, Document No. _____ in the Placer County records (as may be amended from time to time) ("**School Facilities Agreement**"). The School Facilities Agreement establishes the general terms and conditions under which Lewis would reserve and sell to the District a school site along with certain improvements made thereon, within the Project.

C. Pursuant to the School Facilities Agreement, the District intends to construct a TK-8 school facility, including furnishings, fixtures, equipment and technology required to accommodate students generated by the Project, and joint-use facilities and the Park (defined below) (collectively, the "**School Facilities**") on a 16.6 acre parcel on the corner of the future Ferrari Ranch Road and Liberty Parkway within the Project, as more particularly described in Exhibits A-1 and A-2 attached hereto ("**School Site**" or "**Property**").

Lewis desires to sell to the District, and the District desires to purchase from Lewis, upon the terms and conditions set forth in this Agreement, and the School Facilities Agreement, the School Site, and all improvements, easements, licenses, and interest appurtenant thereto. Capitalized terms not otherwise defined in this Agreement shall have the same meanings given them in the School Facilities Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the terms of this Agreement, Lewis and District agree as follows:

Article 1
PURCHASE AND SALE

1.1 Purchase and Sale of the School Site

(A) Purchase and Sale. Subject to the terms and conditions that follow, Lewis shall sell to the District, and the District shall purchase from Lewis the School Site for the Purchase Price set forth in Section 1.2 of this Agreement. The purchase of the School Site includes the land, and all easements, licenses, and interests appurtenant thereto.

1.2. Purchase Price, Appraisal Process, and Special Note

(A) Purchase Price. The total Purchase Price for the School Site shall be based upon an appraisal of the School Site obtained by the District within six (6) months of acquisition ("**Appraised Value**") plus Lewis' School Site Development Costs, as set forth in Section 7.6 of the School Facilities Agreement. The Appraised Value shall be the fair-market value of the School Site based on its highest and best use in the Construction Ready Condition, as set forth in Section 1.3(B) of this Agreement. As used herein "Highest and Best Use" means Median Density Residential, unless determined otherwise by a Qualified Appraiser. The Appraised Value shall not include the School Site Development Costs. At the time the Parties entered into the School Facilities Agreement, the Parties estimated the value of the improvements provided by Lewis to deliver the School Site in a Construction Ready Condition to be One Million, Eight Hundred Thousand Dollars ($1,800,000.00). At the time the Parties entered into the School Facilities Agreement, the Parties estimated the value of the School Site Development Costs provided by Lewis for the Park (as defined below) to be Two Million, Eight Hundred Thousand Dollars ($2,800,000.00)

(B) Updated Appraisal. As required pursuant to regulations of the State Allocation Board ("**SAB**"), the Appraisal shall have a valuation date of within six (6) months of the date the District submits its application for State Funding for the School Site. In the event, that the District is delayed in submitting its application, or for any other reason the Appraisal does not have a valuation date as required pursuant to SAB regulations, the District, at its sole cost and expense, may update the Appraisal so that the valuation date is within the required six-month period.

(B) Qualifications of the Appraisers. The appraisal shall be performed on behalf of the District by a Qualified Appraiser (as defined in Section 1.2(C)) ("**District's**

Appraisal") of the District's choosing at District's sole cost and expense, and reviewed and approved by the Parties.

If Lewis disagrees with the Appraised Value in the District's Appraisal, Lewis has the right to have an appraisal performed on behalf of the District by a Qualified Appraiser, ("**Lewis' Appraisal**") of Lewis' choosing at Lewis's sole cost and expense, and reviewed by both Parties. If the Appraised Values in the District's Appraisal and Lewis' Appraisal are within 10%, then the Appraisal Value would be the average between the two appraisals. If the Appraised Values are different by more than 10%, then the District's Appraiser and Lewis' Appraiser will select another Qualified Appraiser to complete a third appraisal ("**Third Appraisal**") with the Appraised Value in the Third Appraisal averaged against the closest of the Appraisal Values identified in the District's Appraisal or Lewis's Appraisal. The cost of the Third Appraisal will be shared equally by District and Lewis.

Any Appraisal shall (i) be prepared by an appraiser who is licensed by the State, is a member of the Appraisal Institute, and has at least ten (10) years of experience appraising real property situated within the County, including valuation of school sites located in new development projects; (ii) value the property based on its highest and best use; (iii) comply with all applicable laws and regulations, including, without limitation, Title 2 of the California Code of Regulations, Section 1859.74.1; (iv) comply with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation; and (v) establish and support the appraiser's opinion of the fair market value of each of the property, which shall be specified on both a per-acre-value and a total-value basis ("**Qualified Appraiser**").

(D) Special Note. The Purchase Price may be satisfied by delivery of a Special Note in the form set forth in Exhibit B attached hereto. The Special Note shall be pledged and secured by the Special Note Revenues identified in Section 7.4 of the School Facilities Agreement, and paid in full within thirty (30) days of the latest of: (i) the date the City issued building permits for ninety-five percent (95%) of all approved units within the Current Developer Property; (ii) the date District receives State Funding together with other Special Note Revenues in a sufficient amount to repay the Special Note; or (iii) seven (7) years after the District receives final Division of State Architect ("**DSA**") close out of the School Facilities. The Parties acknowledge that any payment of the Special Note will occur after the Close of Escrow from Special Note Revenues (as that term is defined in Section 7.4 of the School Facilities Agreement). The Special Note is a limited obligation of the District and is subject to the requirements set forth in Section 7.4 of the School Facilities Agreement. In no event shall any of the terms in this Agreement create obligation that may be held against or fulfilled by the District's general fund. District's obligations under this Section 1.2(D) shall survive the Close of Escrow or any termination of this Agreement.

(E) Initial Deposit. District shall place into escrow one-dollar ($1.00) as a good faith deposit ("**Initial Deposit**") within ten (10) days after the Effective Date. The Initial Deposit shall be fully refundable if the District chooses to not purchase the School Site due to any termination rights set forth herein, provided the District is not in breach or default of this Agreement. In the event, that the District chooses to not purchase the School Site pursuant to the foregoing, the District shall notify Escrow Holder and Lewis, whereupon Escrow shall be canceled, and the Initial Deposit shall be returned in full to District.

1.3. School Site Development

(A) School Site Condition. Lewis shall deliver the School Site in the condition specified in Article VII of the School Facilities Agreement. Lewis shall assure that the School Site complies with the provisions of the "School Site Selection and Approval Guide" prepared by the California Department of Education ("**CDE**"). Lewis shall deliver the School Site in a Construction Ready Condition.

(B) Construction Ready Condition. "Construction Ready Condition" means, unless otherwise agreed in writing by the Parties, the School Site being rough graded to master pad conditions as described in the plans for the development of the School Site, including:

1. one hundred percent (100%) useable to construct public school structures upon without any specific engineering and design costs due to topographic conditions (uniformly graded to no more than 2% plus or minus 0.2');

2. utilities stubbed to the property line of the site (across any existing joint trenches if present), including domestic water, water service for fire loop, sewer, and any other utility service including but not limited to conduit and wiring, etc., all sized adequately for the School Facilities;

3. curbs, gutters, sidewalks, driveways, roadways, landscaping and irrigation, signals if required and approved by the City, signage, street lighting, crosswalks, in and on all adjacent rights-of-ways;

4. perimeter block walls (6' high) along the property lines on the sides of the school site adjacent to land uses other than open space, agricultural, unless required by the California Department of Education, or parks if part of the overall project design and not otherwise provided for in the specific school design; and

5. work necessary to prepare the site for school building construction, including on-site drainage, and required retaining walls, unless these items are part of the bid drawings of a

particular school; including SWPPP and temporary measures required to maintain the condition of the site after completion of this portion of work.

6. In addition, Construction Ready Condition requires the School Site to be in accordance with the standards for school site construction, as approved by the DSA or other applicable approving authority relating to off-site utility services (e.g., water, sewage, gas electricity, telephone, computer cable); off-site development (outside of property lines of the school to include pavement of adjacent streets, curbs and gutters, sidewalks, street lighting, planting areas and parkway landscape, street signs, traffic signals as required and approved by the City, street trees, off-site rough and final grading, off-site driveways and aprons); and service site development (site clearance, demolition, removal/relocation of utility services, rough grading, soil compaction, on-site drainage facilities, erosion control and embankment improvements).

7. In addition, Construction Ready Condition requires the School Site to be in accordance with the standards set by the CDE, Office of Public School Construction ("**OPSC**"), and the Department of Toxic Substance Control ("**DTSC**").

8. In addition, the School Site shall have a width to depth ratio of no more than 2:1, except as mutually agreed upon, and shall be free and clear of encumbrances that would affect the District's ability to use the site for its intended purposes.

(C) District is responsible for finish grading, and civil engineering and geotechnical certification as to final finished grade and soil compaction for School Facilities, not including the Park (as defined in Section 1.3(D)).

(D) Park Condition. Lewis shall deliver that portion of the School Site, identified as the 8.5 acre regional-size park to be developed by Lewis for joint use by the District and the City of Lincoln ("**Park**"), in a condition agreed to by both parties in writing, but at least commensurate with other regional parks in the City of Lincoln and in conformance with the standards for school site construction, as approved by the DSA.

1.4. Due Diligence and Feasibility

(A) Feasibility Period. District shall have a period of one hundred eighty (180) days from and after the Effective Date ("**Feasibility Period**") to review the condition of the School Site and conduct any and all appropriate geological, environmental, engineering, safety and other inspections it determines necessary or as required by

state and local law so as to ensure that the School Site complies with all state and local requirements applicable to District's proposed use of the School Site. District's obligation to purchase the School Site is conditioned upon District's approval of the following:

(1) District's approval of and satisfaction with the physical condition of the School Site and all tests, inspections, and studies to be conducted by District, or Lewis, including, without limitation, any environmental assessments.

(2) District's determination that the School Site is suitable for District's intended uses.

(B) Failure to Disapprove. District's failure to disapprove the above conditions in writing to Lewis within the Feasibility Period shall be deemed District's approval of such conditions.

(C) District License. Lewis hereby grants to the District a non-exclusive license to enter in and upon the School Site prior to the delivery of the School Site for purposes set forth in Section 1.3 (F) of this Agreement ("**District License**"). The District License shall include, but is not limited to, allowing the District and District Agents to enter, cross over, on, along, through, and across the School Site (and other property owned or controlled by Lewis as necessary for access to the School Site) for all activities undertaken pursuant to this Article. The District License is granted subject to any covenants, restrictions, reservations, rights of way, and encumbrances of record. If possible, the District shall enter the School Site from a public right of way. If escrow of the School Site fails to close for any reason, the District shall restore the School Site to the condition existing on the site absent District entry on the School Site. The District License shall expire automatically upon any cancellation of escrow or upon closing of escrow of the School Site. The District shall comply with all applicable laws and regulations in connection with its activities on the School Site.

(D) Indemnification by District. The District shall indemnify, defend and hold harmless Lewis (including its directors, officers, managers, employees, and agents) from and against any liabilities, claims, demands, actions, judgments, expenses, and costs, resulting from activities on the School Site by the District or the District agents pursuant to the District License, including, but not limited to, any loss of or damage to property or injury or death of any person whomsoever, and any mechanic liens, materialmen liens, or other lien. With respect to any incident occurring prior to closing of escrow of the School Site or any earlier termination of the District License, the indemnification obligation set forth in this Section shall survive, as applicable, termination of this Agreement, cancellation of escrow, closing of escrow and/or termination of the District License.

(E) District Insurance. Prior to entry onto the School Site pursuant to the District License, the District shall obtain and shall thereafter maintain, until the termination of the District License, a policy of commercial general liability insurance providing

coverage in the face amount of one million dollars ($1,000,000) for all activities conducted by District and the District Agents on the School Site prior to Close of Escrow ("**District Liability Policy**"). The District Liability Policy shall name Lewis and Lewis Management Corp. as additional insureds. Prior to entering the School Site, the District shall provide Lewis a "Certificate of Insurance" to evidence that the District Liability Policy is in full force and effect. The Certificate of Insurance shall require that the insurer provide written notice to Lewis not less than thirty (30) calendar days prior to any cancellation, termination or expiration without renewal, except in the case of termination for non-payment of premium, in which case the insurer shall provide written notice to Lewis not less than ten (10) calendar days prior to termination. Provided it satisfies all requirements set forth herein, a policy of insurance obtained through a joint powers agency of which the District is a member shall satisfy the obligation of the District to obtain and maintain the District Liability Policy.

(F) School Site Approvals. District shall complete all due diligence reviews of the School Site and secure the approval of all applicable state agencies, including the CDE, DSA, OPSC, and DTSC, and as required by law (collectively, the "**School Site Approvals**") during the Feasibility Period.

Article 2
REPRESENTATIONS AND WARRANTIES

2.1 Lewis's Representations and Warranties

Lewis hereby represents and warrants to District:

(A) No Commitments or Agreements

Except as specifically disclosed to District in writing (including in the Preliminary Title Report [defined below]), or otherwise known to the best knowledge of District, Lewis has made no written commitments or agreements materially and adversely affecting the School Site, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to District in writing or otherwise known to the best knowledge of District, to the best of Lewis's knowledge, there are no mechanic, materialmen or similar claims or liens presently claimed, or which will be claimed against the School Site for work performed or commenced for Lewis or on Lewis's behalf.

(C) Rights of Possession

Except as specifically disclosed to District in writing or otherwise known to the best knowledge of District, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or

option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the School Site and no other persons shall have any right of possession to the School Site as of the Close of Escrow or at any time thereof.

(D) Ownership and Encumbrances

Lewis has not except as specifically disclosed to District in writing (including in the Preliminary Title Report), prior to Close of Escrow without the prior written consent of District, which consent may be given or denied in District's reasonable discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the School Site, or any portion thereof, or convey any part of the School Site which will survive the Close of Escrow; provided, however, District shall not unreasonably withhold its consent to the granting by Lewis of one or more easements over the School Site for public utility, access, sewer and/or drainage purposes so long as the granting of any such easement does not unreasonably interfere with District's use of the School Site for the School Facilities.

(E) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the School Site to District violates any contract, agreement or instrument to which Lewis is a party. Lewis has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Lewis, and no other action by Lewis is requisite to the valid and binding execution, delivery, and performance of this Agreement by Lewis.

(F) Litigation

Except as specifically disclosed to District in writing, or otherwise known to District, to the best of Lewis's knowledge, there are no actions, suits, claims or legal or other proceedings pending (based upon proper service of process having been accomplished) or, to the best of Lewis's knowledge, threatened against Lewis, which could materially adversely affect Lewis's ability to consummate this transaction and to convey the School Site to the District.

(G) Reports

To the best of Lewis's knowledge, Lewis has made available to the District all third-party professional reports within its possession regarding any material issue relating to the physical condition of the School Site or the ability of the School Site to be reasonably used for the construction of School Facilities.

(H) Environmental Laws/Hazardous Materials

Except as disclosed in writing by Lewis, including in any third-party professional reports delivered by Lewis to District, and except as disclosed to District in its due

diligence reviews of the School Site, and except for petroleum products used in automobiles and equipment, to the best of Lewis's knowledge: (i) there has been no production, storage or disposal on the School Site of any Hazardous Material (as defined below) by Lewis or, to the best of Lewis's knowledge, by any third party ; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under School Site or allowed to pass on, under or through the School Site at any time during Lewis's ownership of the School Site or disclosed in writing by a previous owner of the School Site to Lewis; (iii) Lewis has complied with all laws, regulations, and ordinances ("**Environmental Laws**") relating to the use of all Hazardous Materials used on the School Site; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the School Site; and (v) there is no existing contamination of Hazardous Materials on, at, about, or within the School Site,. "**Hazardous Material**" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 of the California Code of Regulations or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (x) any flammable substances or explosives; or (xi) any radioactive material.

(I) Notices

To the best of Lewis's knowledge, Lewis has made all disclosures and provided all notices to District, which are required by Section 25359.7 of the California Health and Safety Code.

(J) Best Knowledge

For purposes of this Section 2.1, the phrase "best of Lewis's knowledge" means the actual and present knowledge of Phil Rodriguez and Eric Anderson, without any independent investigation or duty to investigate, having been made, and not based on any implied, imputed or constructive knowledge of Lewis.

(K) To the best of Lewis's knowledge, Lewis is not in default of any of its obligations or liabilities pertaining to the School Site, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(L) To the best of Lewis's knowledge, Lewis has not received written notice from any governmental agency that the School Site is in violation of any statute or regulation that would interfere with or prevent the District's development or use of the School Facilities after the Closing.

(M) Lewis has not:

(1) Made a general assignment for the benefit of creditors;

(2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;

(3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;

(4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;

(5) Admitted in writing its inability to pay its debts as they come due; or

(6) Made an offer of settlement, extension, or composition to its creditors generally.

(N) Neither this Agreement, nor anything to be done hereunder, violates any contract, agreement, or instrument to which Lewis is a party, or which, to the best of Lewis's knowledge affects the School Site. The signature, consent, or acknowledgment of no other person or entity is necessary to validate the signing of this Agreement by Lewis or permit its sale of the School Site to District.

(O) If between the Effective Date and the Close of Escrow, Lewis or District becomes aware of facts or circumstances which would make any of Lewis's representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, such fact or circumstance shall not be construed as a breach by Lewis of such applicable representation or warranty but District shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the School Site or District's intended development thereof, such termination being treated as a failure of a condition precedent under Section 3.1, below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Lewis hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto, or (iii) in the manner provided in the School Facilities Agreement, require the Lewis to provide an alternate site that would be reasonably suitable for the School Facilities,

if the fact or circumstance renders the School Site unsuitable for the School Facilities.

2.2 District's Representations and Warranties

(A) No Commitments or Agreements

Except as specifically disclosed to Lewis in writing or otherwise known to the best of Lewis's knowledge, District has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the School Site, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to Lewis in writing or otherwise known to the best of Lewis's knowledge, to the best knowledge of District, there are no mechanic, materialmen or similar claims or liens presently claimed against the School Site for work performed or commenced for District or on District's behalf.

(C) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder, including the transfer of title to the School Site to District, violates any contract, agreement or instrument to which District is a Party. District has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by District upon ratification by District's Board of Trustees, and no other action by District is requisite to the valid and binding execution, delivery, and performance of this Agreement by District.

(D) Litigation

Except as specifically disclosed to Lewis in writing, or otherwise known to the best of Lewis's knowledge, there are no actions or proceedings pending or threatened against District, which do or will materially adversely affect District's ability to consummate this transaction and to acquire the School Site from the Lewis.

(E) Change of Representation or Warranty

In the event District acquires knowledge that any such representation or warranty is no longer accurate, District shall immediately advise Lewis of same. Lewis shall then have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Lewis's rights or obligations pursuant to this Agreement, such termination being treated as a failure of a condition precedent under Section 3.1, below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Lewis hereunder shall be deemed modified and

remade to incorporate such fact or circumstance as an exception thereto, or (iii) if the fact or circumstance renders the School Site unsuitable for the school facility, require the Parties to select an alternate site in the manner provided in the School Facilities Agreement.

(F) Best Knowledge

For purposes of this Section 2.2, the phrase "best of District's knowledge" means the actual knowledge of the District Superintendent, acting in their representative capacity, on behalf of, and for, the District only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of District, including all of its officers and directors.

(G) District has conducted appropriate environmental tests of the School Site, and District's tests did not reveal a prohibited condition existing on the School Site.

(H) District, as a public school district, is not required to comply with the Subdivision Map Act, or County Subdivision Ordinance or any related subdivision law in connection with the purchase of the School Site.

Article 3
CONDITIONS PRECEDENT

3.1 Conditions Precedent to Closing of Escrow

The obligation of the District and the Lewis to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The District and Lewis agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

(A) Lewis must have satisfied the conditions set forth in Section 1.3 A, B, and D with regards to the completion of improvements to and for the School Site and Park.

(B) Lewis must deposit with Escrow Holder a fully executed and notarized grant deed for the School Site ("**Grant Deed**") in the form attached as Exhibit A.

(C) District must deposit with Escrow Holder the Certificate of Acceptance in the form attached as Exhibit B.

(D) The District must deposit with Escrow Holder either the full amount of the Purchase Price or a duly executed original Special Note in advance of the Scheduled Closing Date (as hereinafter defined);

(E) Prior to the Scheduled Closing Date, the Parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are responsible. The Escrow Holder will place all sums deposited into an Escrow account;

(F) The Title Company will be prepared to issue the "Title Policy" (as hereinafter defined) in the name of the District for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Section 4.4 below, or otherwise approved in writing by the District;

(G) The District shall have approved the "Preliminary Title Report" (as hereinafter defined) for the School Site and any exceptions stated therein or is considered to have approved those pursuant to Section 4.4 of this Agreement;

(H) District's Board of Trustees shall have ratified this Agreement;

(I) Each Party must have deposited such other instruments or documents as the other Party or Escrow Holder may reasonably request or may be necessary to effectuate the sale, assignment, transfer, conveyance and delivery of the School Site to District.

(J) Escrow must not have been canceled or this Agreement terminated;

(K) The District's and the Lewis's covenants, representations and warranties shown above are true as of the Close of Escrow; and

(L) Lewis and District must not be in breach or default of any of their respective material obligations under this Agreement.

(M) District must have deposited an original IRS Form 8283 completed by Lewis and duly executed by District with Escrow Holder in prior to the Scheduled Closing Date.

(N) The completion of the formation of the CFD under the School Facilities Agreement.

Article 4
ESCROW PROVISIONS

4.1 Escrow, Escrow Holder, and Opening of Escrow

District's delivery to Escrow Holder of a fully executed original of this Agreement constitutes the opening of Escrow. The obligation to sell and purchase the School Site shall not arise, however, until the Escrow Holder receives a fully executed copy of this Agreement.

4.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, supplemental escrow instructions, signed by both Parties, and any other document necessary to consummate the purchase of the School Site and to the Close of Escrow as contemplated by this Agreement to the Escrow Holder. Without limiting the effect of the foregoing, Escrow Holder's General

Conditions will be binding on Lewis and District to the extent not inconsistent herewith, but the terms of this Agreement shall control in the event of a conflict.

4.3 Close of Escrow

Escrow for the School Site shall be deemed closed upon the recordation of the Grant Deed in accordance with the terms and conditions hereof ("**Close of Escrow**" or "**Closing Date**" or "**Closing**"). Escrow shall close on a date selected by District upon a minimum of sixty (60) days prior written notice to Lewis and the Escrow Holder, but in no event later than ninety (90) days after the later of (i) conclusion of the Feasibility Period, or (ii) the satisfaction of the conditions set forth in Sections 3.1 A and N, unless otherwise extended by mutual written agreement between the District and Lewis (the "**Scheduled Closing Date**"). Any extension of the Close of Escrow shall not be effective unless and until a fully executed (by District and Lewis) copy of any such written extension is provided to the Escrow Holder. In any event, the Close of Escrow shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

4.4 Preliminary and Supplemental Title Reports

Within ten (10) calendar days following the Effective Date, Escrow Holder shall provide both Parties with a preliminary title report with respect to the School Site ("**Preliminary Title Report**"). The Preliminary Title Report shall be in "e-Prelim" format, with hyperlinks to all exceptions that are referred to in the Preliminary Title Report (collectively, the "**Title Documents**"). Except as provided below, District may review and approve the Preliminary Title Report and the Title Documents for a period of thirty (30) calendar days following District's receipt of the Title Documents or hyperlinks thereto ("**Title Review Period**"), with District's approval not to be unreasonably withheld. If District fails to disapprove any item in the Preliminary Title Report by a writing delivered to Lewis and Escrow Holder by the expiration of the Title Review Period, then District will be conclusively considered to have approved the item. However, District is not required to give notice of disapproval of debts, liens to secure debts, delinquent taxes, assessments due for the period prior to the Closing Date (real property taxes and assessments for the period on or after the Closing Date are Permitted Exceptions (as hereinafter defined)), or other financing or monetary encumbrances on the School Site, and those items will not be considered as "Permitted Exceptions" (as hereinafter defined). If District reasonably disapproves any item other than as provided in the preceding sentence, Lewis may elect by written notice to the District within ten (10) days thereafter (the "**Seller Title Notice**") to remove such objectionable item(s) or to not remove such items and Seller's failure to deliver the Seller Title Notice shall be deemed Seller's election to not remove any items. Buyer shall then, prior to expiration of the Feasibility Period, either terminate this Agreement or be deemed to have waived its objections to such title matters which shall be "Permitted Exceptions". In the event Buyer terminates this Agreement, the Parties shall select another School Site pursuant to the terms of the School Facilities Agreement. District may not object to or require Lewis to remove or prepay any special taxes or assessments which special taxes or assessments are due on or after the Closing Date.

4.5 Condition of Title

Lewis must convey the School Site to District in fee simple title subject only to the Permitted Exceptions. At the expiration of the Feasibility Period, all matters contained in the Title Documents that District has approved, or is considered to have approved, are all "Permitted Exceptions." The term "Permitted Exceptions" shall also include the following:

(A) If the School Site is within the boundaries of any existing community facilities district ("**Existing CFD**"), assessment district, or other financing district, then the lien of the special taxes or assessments shall be a Permitted Exception so long as the School Site, while owned by a governmental agency, is exempt from, or otherwise is not required to pay, the special tax or assessment of such Existing CFD, assessment district, or other financing district;

(B) The CFD to be formed in accordance with the School Facilities Agreement;

(C) The standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Title Company;

(D) Title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement; and

(E) Any exceptions to title caused by or approved in writing by the District, prior to the Close of Escrow.

4.6 Escrow Closing Costs

The Parties shall pay the costs associated with this transaction as follows, which shall be deposited with the Escrow Holder ("**Closing Costs**"):

(A) Lewis will pay the cost of a standard form ALTA (American Land Title Association) title insurance policy issued by the Escrow Holder as the "Title Insurer," and covering the School Site for the Purchase Price ("**Title Policy**").

(B) District will pay any additional costs of obtaining any extended coverage under an ALTA policy, including any required survey and any endorsements to the policy requested by District.

(C) Lewis shall pay all past due property taxes due and satisfy or remove any voluntary monetary liens (excluding taxes, bonds and assessments) and/or abstracts of judgment of record.

(D) Lewis and District shall each be responsible for fifty percent (50%) of all other escrow fees and costs.

(E) District is exempt from certain charges, such as recording fees and documentary transfer taxes, in accordance with Section 27383 of the Government Code. To the extent there are any recording fees, Lewis shall be responsible for those costs.

Notwithstanding Section 4.7(1) of the School Facilities Agreement, each party shall be responsible for their legal accounting and other professional fees incurred in connection with the negotiation and preparation of this Agreement and the transaction contemplated herein.

4.7 Obligations of District

If all of the conditions precedent have been met or waived, then by Scheduled Closing Date, District must deposit with Escrow Holder the following documents:

(A) District's share of Closing Costs;

(B) The Special Note;

(C) A Certificate of Acceptance meeting the requirements of California Government Code Section 27281; and

(D) A Preliminary Change of Ownership Statement, if required.

4.8 Obligations of Lewis

In addition to fulfilling any other obligations of Lewis contained in this Agreement, by the Scheduled Closing Date, Lewis must deposit into Escrow:

(A) Lewis's share of Closing Costs;

(B) The Grant Deed in recordable form and duly signed and acknowledged by Lewis;

(C) All sums due hereunder, including but not limited to, any sums necessary to pay taxes, special taxes, fees, charges, and assessments due prior to the Closing Date, and other sums necessary to deliver free and clear title subject only to the Permitted Exceptions;

(D) Documents reasonably required of Lewis by Escrow Holder to carry out Close of Escrow; provided, however, that with respect to the removal of the rights of parties in possession and/or mechanics lien exceptions in any title insurance policy, Lewis shall only be required to provide (i) an affidavit reasonably acceptable to Lewis that does not require any manager, member, or indirect owner of Lewis or of Lewis's manager to (a) incur any obligations, execute any document other than in a representative capacity, or (b) disclose any financial information, and (ii) an unsecured indemnity from Lewis only against any such rights of possession or non-District mechanics liens. By the Close of Escrow, Lewis must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and

(E) Such proof of Lewis's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

4.9 Pro Forma Title Report & Estimated Closing Statement

The Escrow Holder must request from the Title Company a "Pro Forma Title Policy" at least fifteen (15) calendar days before the Close of Escrow and must deliver it to District for District's approval before the Close of Escrow. The District will be considered to have approved the "Pro Forma Title Policy" if it contains only the Permitted Exceptions. The Escrow Holder must deliver to the District and Lewis an estimate of Closing Costs at least fifteen (15) calendar days before the Close of Escrow. The Parties shall deposit their share of the Closing Costs within five (5) calendar days before the Close of Escrow.

4.10 Title Policy

Escrow Holder must deliver to District, through Escrow, an ALTA owner's standard policy of title insurance insuring District as fee owner of the School Site, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow.

4.11 Signing of Other Documents; Compliance with Regulations

The Parties will do all things and sign all documents that are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

4.12 Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 4, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder, on the Scheduled Closing Date, must:

(A) Deliver the original of the Special Note to the Lewis, with a copy to the District;

(B) Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Placer, California;

(C) Deliver conformed copies of the Grant Deed and all other appropriate documents to District and Lewis on Close of Escrow; and.

(D) If applicable, Deliver an original of the FIRPTA Certificate to District and Lewis on Close of Escrow.

4.13 Escrow Cancellation Charges

If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, then Lewis will pay all Escrow cancellation charges.

Article 5
NOTICES

5.1 Notices

All notices under this Agreement must be in writing. All notices must be sent with postage fully prepaid and be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The Notices will be effective:

(A) When personally delivered by the other Party or messenger or courier of the other Party;

(B) Three (3) business days after deposit in the United States mail, registered or certified;

(C) Next scheduled delivery day after deposit before the daily deadline time with a reputable overnight courier or service; or

(D) On receipt of a telecopy, fax transmission, or e-mail, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. However, facsimiles or e-mails sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

TO THE LEWIS:

Lincoln Land Holdings, LLC
Attention: Doug Mull
c/o Lewis Management Corp.
9216 Kiefer Blvd.
Sacramento, CA 95826
Telephone/Fax: (916) 403-1702
Email: Doug.Mull@lewismc.com

with copy to:
Attention: W. Bradford Francke, Esq.
Lewis Management Corp.
1156 North Mountain Avenue
Upland, CA 91786
Telephone:/Fax (909) 946-7538
Email: brad.francke@lewismc.com

TO THE DISTRICT:

Western Placer Unified School District
600 Sixth St., Ste. 400
Lincoln, California 95648
Attention: Superintendent

with copy to:

Lozano Smith
One Capitol Mall, Suite 640
Sacramento, California, 95814
Tel: (916) 329-7433
Fax: (916) 329-9050
Attention: Megan Macy and Arielle Percival

TO THE ESCROW HOLDER:

_____
_____

Article 6
MISCELLANEOUS PROVISIONS

6.1 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the School Site, except for those terms and conditions of the School Facilities Agreement. This Agreement and the School Facilities Agreement shall be read together. In the event of a conflict between the terms of this Agreement and the School Facilities Agreement, the terms of this Agreement shall control. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

6.2 Exhibits

Exhibits "A-1," "A-2," "B," "C", and "D" attached to this Agreement are made a part of this Agreement by this reference. The Exhibits are as follows:

"A-1" - LEGAL DESCRIPTION OF LAND
"A-2" - PLAT MAP DEPICTING LAND
"B" - SPECIAL NOTE
"C" - GRANT DEED
"D" - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

6.3 Effect of Recitals

The Recitals shown above are considered true and are binding on Lewis and District.

6.4 Section References

Any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Article 5 includes 5.1, 5.1(a), *et seq.*

6.5 Commissions or Brokerage Fees

Lewis and District will not pay any commissions or fees to third parties because of this Agreement. The Parties will indemnify each other against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims, or the payment of any fees or commissions, based on any agreements by the indemnifying Party to pay any broker's commissions or finder's fees, or those of any third party.

6.6 Dispute Resolution

If a dispute arises relating to the interpretation of, enforcement of or compliance with the terms of this Agreement, Lewis and the District shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice, and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) calendar days following the written notice, it may be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) calendar days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process. The cost of such proceeding shall initially be borne equally by the Parties.

6.7 Attorney's Fees and Costs

In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing Party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorneys' fees and expenses (including expert witness fees) arising from the proceeding. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

6.8 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

6.9 Successors and Assigns

Subject to compliance with the assignment provisions of Section 6.10 below, the provisions of this Agreement shall inure to the benefit of and likewise be binding upon each of the Party's successors and/or assigns, if any.

6.10 Assignment

Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Further, Lewis may only assign this Agreement to another entity and be relieved of all liability or responsibility under this Agreement, provided that such assignee fully assumes all of Lewis's obligations hereunder in a writing, approved and duly executed by the District and the assignee, and only where the assignee demonstrates to the reasonable satisfaction of the District its capability, both financial and practical, to properly and fully complete and perform all obligations hereunder; otherwise Lewis will retain all obligations.

6.11 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations, warranties, and indemnity obligations of the Parties, will survive the Close of Escrow.

6.12 Severability

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, provided that no Party is deprived of material benefit under this Agreement due to the invalidity, illegality or unenforceability of any provision.

6.13 Governing Law

This Agreement must be construed according to its fair meaning and as if prepared by both District and Lewis. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer.

6.14 Time is of the Essence

Time is of the essence in this Agreement.

6.15 Casualty/Condemnation

If before Close of Escrow, the School Site or any portion thereof is materially destroyed or damaged which will prevent its use and development as contemplated by the District, then Lewis shall apply all proceeds of any insurance policy applicable to the loss to the restoration of the School Site. If, before Close of Escrow, the School Site a material portion

of the School Site, which will prevent the use and development of the remainder of the School Site as contemplated by the District, becomes subject to a taking by virtue of eminent domain, the District shall have a right to contest the taking of the School Site as the highest and best use of the property, or shall have the right to modify this Agreement with Lewis to locate the School Site at another mutually agreeable location on the terms set forth in the School Facilities Agreement. Consistent with the School Facilities Agreement, the District and Lewis shall cooperate to locate a suitable alternative site for the School and revise the affected terms of the Agreement accordingly.

6.16 Headings

Headings at the beginning of each Article and Section are solely for the convenience of the Parties and must not to be construed as enlarging or limiting the language following the headings.

6.17 Nondiscrimination

District and Lewis must not discriminate against any person because of race, color, disability, religion, sex, gender, gender identity, sexual orientation, age, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.18 Rights and Remedies are Cumulative

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party's exercise of any of its rights or remedies will not preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

6.19 Cooperation

Lewis must provide District, upon request, copies of all planning, engineering, architectural and other project documents, and all modifications to those documents, relating to the School Site to the extent that they are in Lewis's possession or control. Further, each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Agreement.

6.20 Business Days

In this Agreement; "business days" means days other than Saturdays, Sundays, and federal and state legal holidays. If the time for performance of an obligation under this Agreement falls on other than a business day, the time for performance shall be extended to the next business day.

6.21 Force Majeure

No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party's control, shortage of materials (exclusive of prefab/modular building products), prohibitory court actions (such as restraining orders or injunctions), epidemic or pandemic or other causes beyond a Party's control, financial inability not included. If any such events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

6.22 Facsimile and E-Mailed Signatures

Signatures delivered by facsimile and e-mail shall be as binding as originals upon the Parties so signing and delivering. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement.

* * * * * * * * * * * * * * * * * * * *

Signatures follow

DISTRICT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By_____
President of the Board of Trustees of the Western Placer Unified School District

ATTEST:

By _____
Clerk of the Board of Trustees of the Western Placer Unified School District

LEWIS:

LINCOLN LAND HOLDINGS, LLC,
a California limited liability company

By: Lewis Management Corp., a Delaware corporation
Its Manager

By: _____
John M. Goodman
Its : Sr. Exec. VP/CEO

ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

_____TITLE COMPANY

By_____ Dated _____, 202__
Its: Authorized Officer

EXHIBIT "A-1" TO PSA

LEGAL DESCRIPTION OF SCHOOL SITE

Real property in the County of Placer, State of California, described as follows:

OUTLOT _____

Contains an area of _____acres.

EXHIBIT ±A-Q≤TO PSA

PLAT MAP

(Attached)

EXHIBIT ±B≤TO PSA

FORM OF SPECIAL NOTE

_____, 20___ $_____

SPECIAL LIMITED-OBLIGATION NOTE

_____, 20___ $_____

This Special Limited-Obligation Note (this "**Special Note**") is made and issued, effective the __ day of _____, 20__, by the Western Placer Unified School District, a unified school district organized and existing pursuant to California law (the "**District**"), to the order of Lincoln Land Holdings, LLC, a California limited liability company ("**Lewis**").

RECITALS

A. The District and Lewis entered into that certain School Facilities Agreement, dated _____ (the "**School Facilities Agreement**") and that certain Agreement for Purchase and Sale and Joint Escrow Instructions, dated_____ ("**PSA**") (the PSA and School Facilities Agreement shall be collectively referred to hereafter as the "**Mitigation Agreements**"). The Mitigation Agreements (i) provide for funding of District school facilities required as a result of the development of property owned or to be owned by Lewis and referred to herein as "Lewis Property" and (ii) implement the Parties' intent with respect to conveyance by Lewis to the District the School Site, as defined below.

B. The District has determined to purchase an elementary school site (the "**School Site**") for the construction of a permanent transitional kindergarten through eighth grade (TK-8) school and joint-use park and recreational facilities (the "**School Facilities**")

C. The Mitigation Agreements require, subject to the terms therein, that the District pay to Lewis the Purchase Price of the School Site in the amount of _____ ("**Purchase Price**").

D. At the close of escrow for the School Site, the District paid a portion of the Purchase Price in cash in the amount of 2.5% of the Appraised Value leaving the balance of the Purchase Price to be satisfied pursuant to the terms of this Special Note.

E. As set forth in the Mitigation Agreements, for purposes of closing escrow on the conveyance of the School Site to the District, the District is issuing this Special Note to Lewis in the principal amount of $_____ (the "**Note Principal**").

F. This Special Note shall be payable out of any Special Note Revenues, based upon the timing and terms set forth in Section 7.4 of the School Facilities Agreement and the Mitigation Agreements generally.

G. The District intends that, upon issuance and delivery of this Special Note, it shall become a binding and enforceable obligation of the District. This Special Note creates a special, and not a general, obligation of the District.

H. All capitalized terms used herein and not defined shall have the meaning ascribed thereto in the Mitigation Agreements, except in the case of any conflicts the School Facilities Agreement shall control.

NOW THEREFORE, based on the foregoing, the District determines, states and agrees as follows:

Section 1. Promise to Pay. For value received, the District, whose address is 600 Sixth Street, Suite 400, Lincoln, California 95648 promises to pay the Note Principal to the order of Lewis, whose address is 9216 Kiefer Blvd. Sacramento, CA 95826 solely from the sources provided herein.

Section 2. Payment. This Special Note may be payable from any combination of Special Note Revenue available upon the terms set forth in the School Facilities Agreement. The Note Principal shall be paid in full within thirty (30) days of the latest of: (i) the date the City issued building permits for ninety-five percent (95%) of all approved Residential Units within the Current Developer Property; (ii) the date District receives State Funding together with other Special Note Revenues in a sufficient amount to repay the Special Note; or (iii) seven (7) years after the District receives final Division of State Architect ("**DSA**") close out of the School Facilities

Section 3. Assignment. Subject to all provisions of the Mitigation Agreements, Lewis, in its sole discretion, may assign any or all of its rights or obligations pursuant to this Special Note. Any such assignment shall be effective thirty (30) calendar days after written notice to the District. This Special Note may be assigned by or on behalf of the District if the territory of the District that contains the School Facilities is subject to a completed school district reorganization pursuant to Education Code Section 35500 *et seq.* and/or Education Code Section 35700 *et seq.*

Section 4. Not Debt of the District. Pursuant to the Mitigation Agreements, the District is obligated to pay the amount specified herein to the Lewis, on the terms and conditions set forth herein, only as a special obligation of the District if and when it receives Special Note Revenue and only from such sources and not from any general or other funds of the District. The District is not required, and hereby denies any claim that it has committed, or has agreed to commit, pursuant to the Mitigation Agreements or otherwise, to expend any District general or other funds for the purpose of paying the Note Balance. In addition, the District shall

not be required to appropriate any general or other funds on any annual or other basis for payment of the Note Balance. This Special Note creates a special, and not a general, obligation of the District. The full extent of the District's obligation pursuant to this Special Note shall be to pay to the Lewis up to an amount equal to the Note Balance, without interest or other cost therefor, from the sources identified in the School Facilities Agreement. Therefore, notwithstanding that this document is entitled "Special Note," the first-priority right granted herein does not establish a debt of the District for constitutional, statutory or other purposes.

Section 5. Attorney's Fees and Costs. In the event of any legal proceeding arising out of or relating to this Special Note, the prevailing party, as declared by a court or adjudicatory body with competent jurisdiction over the matter, shall be entitled to recover its reasonable attorney's fees and expenses (including expert witness fees) arising from the proceeding. Attorney's fees under this Section shall include attorney's fees on any appeal and, in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorney's fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Special Note into any judgment on this Special Note.

IN WITNESS WHEREOF, this Special Note is hereby executed and issued by the duly authorized representative of the Western Placer Unified School District pursuant to authority granted in Resolution No. _____ of the Board of Trustees of the Western Placer Unified School District.

WESTERN PLACER
UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

ATTACHMENT 1

Western Placer Unified School District

School Site Acquisition

Payment Schedule

Principal Amount	$
Closing Date	
Payment Frequency	Annual
First Payment	
Final Payment	
Prepayment Option	none
Avg. interest Rate	0%

Estimated Value

EXHIBIT ±C≤ŦO PSA

FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Western Placer Unified School District
Attention: Superintendent
600 Sixth Street. Suite 400,
Lincoln. California. 95648

MAIL TAX STATEMENTS TO:

Same as above

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

This document is exempt from the Building Homes & Jobs Act fee because it is being recorded by a political subdivision of the state (Gov. Code 27388. l(a)(2)(D)).

GRANT DEED

Assessor's Parcel Number:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, LINCOLN LAND HOLDINGS, LLC, a California limited liability company ("Grantor"), hereby grants to WESTERN PLACER UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("Grantee"), that certain real property in an unincorporated part of the County of Placer, State of California described in Exhibit A to Grant Deed attached hereto and incorporated herein, together with all buildings and improvements located thereon, subject to any covenants, conditions, restrictions, easements and other matters of record, including any recorded concurrently herewith.

[Remainder of page intentionally blank]

In witness whereof, Grantor has caused this Grant Deed to be executed as of the _____ day of _____, 202___.

GRANTOR:

LINCOLN LAND HOLDINGS, LLC,
a California limited liability company

By: Lewis Management Corp., a Delaware corporation
Its Manager

By: _____
John M. Goodman
Its : Sr. Exec. VP/CEO

MAIL TAX STATEMENTS AS SET FORTH ABOVE

EXHIBIT A

TO

GRANT DEED

Real property in the County of Placer, State of California, described as follows:

OUTLOT _____

Contains an area of _____acres.

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature:_____ (Seal)

EXHIBIT "D" TO PSA

FORM OF CERTIFICATE OF ACCEPTANCE OF DEDICATION

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20__, from Lincoln School District, LLC, a California limited liability company, to the Western Placer Unified School District, a school district duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Western Placer Unified School District pursuant to authority conferred by the California Constitution and California Education Code and the Western Placer Unified School District consents to the recordation thereof by its duly authorized officer.

Dated: _____

"DISTRICT"

WESTERN PLACER UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing
under the laws of the State of California

By: _____
Name:
Its: Superintendent of Schools

Exhibit E

Form of Written Consent

Western Placer Unified School District
Request to Assign Prepaid Developer Fees

Instructions to Lewis/Merchant Builders: Fill in and sign the attached form and return to the District office. District will review and return a copy of this form indicating its approval or disapproval within ten (10) business days.

As evidenced by the signatures below_____[insert Lewis or Merchant Builder] (the "Assigning Party") wishes to transfer and assign prepaid Developer Fees from Residential Unit _____[insert address or parcel number]_to the Residential Unit _____ [insert address or parcel number] ("Assigned Unit"), and _____ [insert Lewis or Merchant Builder] (the "Accepting Party") wishes to accept the prepaid fees for the Assigned Unit.

The Accepting Party hereby acknowledges that it assumes Lewis' obligations under the SFA pursuant to the payment of Developer Fees for Assigned Unit_____, and that Accepting Party shall be responsible for any underpayment of Developer Fees at the time Accepting Party pulls its Building Permit for the Assigned Unit.

ASSIGNING PARTY	**ACCEPTING PARTY**
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

For District Use:

Western Placer Unified School District ("District") hereby acknowledges that it has received the prepayment of Developer Fees in the amount of _____ ($_____) on _____ [insert date] for Residential Unit_____ [insert address or parcel number] for _____ square feet of assessable space, from _____ ___ [insert Lewis or name of Merchant Builder] pursuant to the School Facilities Agreement between District and Lincoln Land Holdings, LLC ("Lewis") dated _____ ("SFA").

☐ District approves the assignment of prepaid fees to the Accepting Party.

☐ District disapproves the assignment of prepaid fees to the Accepting Party.

Name: _____

(District Signature) _____ Date: _____

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

City of Lincoln • City of Rocklin • City of Roseville • Placer County

TO: **SPRTA Board of Directors** **DATE: March 27, 2024**

FROM: **Rick Carter, Deputy Executive Director**

SUBJECT: **APPROVE FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY**

ACTION REQUESTED

1. Approve the First Amendment to the Amended and Restated Joint Exercise of Powers Agreement for the South Placer Regional Transportation Authority (the "JPA Amendment").
2. Direct staff to submit the Amended JPA to the member agencies for approval and execution.

BACKGROUND

In 2002, the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer approved the joint exercise of powers agreement which created the South Placer Regional Transportation Authority (SPRTA) for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of transportation improvements. This agreement creating SPRTA; gave it the power to levy, collect or cause to be collected transportation impact fees; and contained provisions regarding the administration of these transportation impact fees (the SPRTA "Fee Program"). In 2003, the member agencies approved the Amended and Restated Joint Exercise of Powers Agreement (the "current JPA") dated October 1, 2003, which provided SPRTA the authority to lease and sublease real property.

Due to administration of the SPRTA Fee Program, staff has reviewed the current JPA in light of Assembly Bill 602 ("AB602"), which was effective January 1, 2022 which revised laws governing transportation impact fees. Based on that review, staff is recommending several amendments to the current JPA based on both legislative changes and current needs and practices.

The JPA Amendment and the current JPA agreement are included as Attachment 1. For ease of review, a "tracked changes" version of the JPA Amendment is also included as Attachment 2.

DISCUSSION

Construction Cost Index

The current JPA requires the use of the Engineering News Record's Construction Cost Index (CCI) for April to April to adjust for annual inflation. Traditionally, the SPRTA Board would use these values to adopt the updated fees in late May, and they would become effective July 1st. AB602 now requires a 60-day waiting period between Board adoption and any increased fees being effective. Given the 60-day requirement and the desire to keep the July 1st effective date, the JPA Amendment specifies the use of "the most currently available index value and the index value from the month and year of the previous adjustment" and specifying the adjustment "shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law".

Construction Responsibility, Transfer of Construction Funds, and Location of Improvements

The current JPA limits the construction responsibility and transfer of construction funds for projects to JPA member agencies, except for the Placer Parkway and Rail/Bus Transit projects. The list of SPRTA projects includes projects on the state highway which the State (Caltrans) would construct. The JPA Amendment allows the State to be responsible for construction and receive SPRTA funds for projects on state highways. Additionally, the current JPA requires improvements to be "located in the Members' respective jurisdictions". This language has been revised in the JPA Amendment to "benefiting the Members' respective jurisdictions" to allow for an improvement to extend beyond the members' respective boundaries.

Administrative Changes

The current JPA specifies the Board shall elect a chair and select a secretary annually. The chair shall be elected from amongst the Board membership, the secretary need not be a member of the Board. The current JPA does not mention a vice chair or specify any procedures or requirements in regard to electing a vice chair. The JPA Amendment specifies the Board elect a chair and vice chair annually from amongst the Board membership, as is current practice. Because the Board Clerk has served as the secretary for many years, the JPA Amendment still specifies the Board select a secretary but removes the requirement to be selected annually. The JPA Amendment also specifies that meetings are to occur at least semiannually, rather than quarterly.

The member agencies were previously provided a copy of the JPA Amendment for policy and legal review; only minor technical changes were received. Staff recommends approval of the JPA Amendment; the TAC concurred.

RC:SS

FIRST AMENDMENT TO AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

REGARDING THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

AMONG

THE CITY OF LINCOLN,

THE CITY OF ROCKLIN,

THE CITY OF ROSEVILLE

and

THE COUNTY OF PLACER

FIRST AMENDMENT TO
AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to the Amended and Restated Joint Exercise of Powers Agreement (the "Amendment") dated March 27, 2024 regarding the South Placer Regional Transportation Authority ("Authority") is entered into as of _____, 2024, by and between the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the "Members" and individually as "Member").

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement ("Agreement") dated October 1, 2003 was approved by the Members creating the Authority for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of Transportation Improvements;

WHEREAS, Section 18 AMENDMENTS, of the Agreement provides that the Members may amend the agreement by unanimous written agreement of the Members;

WHEREAS, the Authority has been operating consistent with the Agreement and the Authority and Members have identified certain provisions of the Agreement to be amended;

NOW THEREFORE the Members to the Agreement agree to mutually amend certain provisions of the Agreement as follows:

1. The second sentence of Section 2. AUTHORITY, PURPOSE AND COOPERATION is hereby amended to read in its entirety as follows:

> "The purpose of this Agreement is to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of Transportation Improvements benefiting the Members' respective jurisdictions."

2. Paragraph B(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

B. <u>Meetings</u>.

"(1) <u>Regular Meetings</u>. The Board shall establish the number of regular meetings to be held each year and the date, hour and

location at which such regular meetings shall be held; provided, that the Board shall meet at least once every six (6) months or semiannually."

3. Paragraphs C(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

C. Procedures.

"(1) The Board shall elect a Chair and a Vice Chair annually from among its membership, with the Chair and Vice Chair rotated amongst the membership, to preside at -meetings. The Board shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority."

4. Paragraph A of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

"A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred ("Cost-to-Complete"). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The Authority shall determine a proposed annual adjustment based on the difference between the most currently available index value and the index value from the month and year of the previous adjustment. No fee adjustment shall be effective until approved by the Authority Board. Any fee adjustment approved by the Board shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law. Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known."

5. Paragraph F of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

"F. Except for the Placer Parkway, improvements on State highways, and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the

responsibility of the Member in whose jurisdiction the improvement(s) is/are located. For Transportation Improvements where the Member is responsible, the Authority will transfer construction funds to the Member in the manner approved by the Authority. For Transportation Improvements on a State highway, the Authority may execute agreements with the State and/or Members establishing responsibility for construction of the Transportation Improvements and may transfer construction funds in accordance with those agreements."

6. Section 19 NOTICES is hereby amended to read in its entirety as follows:

SECTION 19. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

City of Lincoln
600 6th Street
Lincoln, CA 95648
Attn: City Manager

City of Roseville
311 Vernon St.
Roseville, CA 95678
Attn: City Manager

County of Placer
175 Fulweiler Avenue
Auburn, CA 95603
Attn: County Executive Officer

City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Manager

7. NO FURTHER AMENDMENTS. Except as expressly amended herein, all terms and conditions of the Agreement shall remain the same and in full force and effect.

8. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all maters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures

The Members have executed and attested this Agreement effective upon the execution of all Members herein as of the date first above written.

ATTEST: CITY OF LINCOLN
A Municipal Corporation

_____ By_____
City Clerk, City of Lincoln Mayor

Approved as to Form:

_____
City Attorney

ATTEST: CITY OF ROCKLIN
A Municipal Corporation

_____ By_____
City Clerk, City of Rocklin Mayor

Approved as to Form:

_____
City Attorney

ATTEST:

CITY OF ROSEVILLE
A Municipal Corporation

_____ By_____
City Clerk, City of Roseville Mayor

Approved as to Form:

_____
City Attorney

ATTEST:

COUNTY OF PLACER
A political subdivision of the State of California

_____ By_____
Clerk of the Board, Chairman
Placer County

Approved as to Form:

_____
County Counsel

11746

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

AMONG

THE CITY OF LINCOLN,

THE CITY OF ROCKLIN,

THE CITY OF ROSEVILLE

and

THE COUNTY OF PLACER

FOR THE PLANNING, DESIGN, FINANCING, ACQUISITION AND CONSTRUCTION OF

REGIONAL TRANSPORTATION IMPROVEMENTS

SCANNED

FIRST AMENDMENT TO
AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to the Amended and Restated Joint Exercise of Powers Agreement (the "Amendment") dated March 27, 2024 regarding the South Placer Regional Transportation Authority ("Authority") is entered into as of _____, 2024, by and between the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the "Members" and individually as "Member").

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement ("Agreement") dated October 1, 2003 was approved by the Members creating the Authority for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of Transportation Improvements;

WHEREAS, Section 18 AMENDMENTS, of the Agreement provides that the Members may amend the agreement by unanimous written agreement of the Members;

WHEREAS, the Authority has been operating consistent with the Agreement and the Authority and Members have identified certain provisions of the Agreement to be amended;

NOW THEREFORE the Members to the Agreement agree to mutually amend certain provisions of the Agreement as follows:

1. The second sentence of Section 2. AUTHORITY, PURPOSE AND COOPERATION is hereby amended to read in its entirety as follows:

> "The purpose of this Agreement is to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of Transportation Improvements benefiting the Members' respective jurisdictions."

2. Paragraph B(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

B. Meetings.

"(1) Regular Meetings. The Board shall establish the number of regular meetings to be held each year and the date, hour and

location at which such regular meetings shall be held; provided, that the Board shall meet at least once every six (6) months or semiannually."

3. Paragraphs C(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

C. Procedures.

"(1) The Board shall elect a Chair and a Vice Chair annually from among its membership, with the Chair and Vice Chair rotated amongst the membership, to preside at -meetings. The Board shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority."

4. Paragraph A of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

"A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred ("Cost-to-Complete"). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The Authority shall determine a proposed annual adjustment based on the difference between the most currently available index value and the index value from the month and year of the previous adjustment. No fee adjustment shall be effective until approved by the Authority Board. Any fee adjustment approved by the Board shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law. Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known."

5. Paragraph F of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

"F. Except for the Placer Parkway, improvements on State highways, and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the

responsibility of the Member in whose jurisdiction the improvement(s) is/are located. For Transportation Improvements where the Member is responsible, the Authority will transfer construction funds to the Member in the manner approved by the Authority. For Transportation Improvements on a State highway, the Authority may execute agreements with the State and/or Members establishing responsibility for construction of the Transportation Improvements and may transfer construction funds in accordance with those agreements."

6. Section 19 NOTICES is hereby amended to read in its entirety as follows:

SECTION 19. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

City of Lincoln
600 6th Street
Lincoln, CA 95648
Attn: City Manager

City of Roseville
311 Vernon St.
Roseville, CA 95678
Attn: City Manager

County of Placer
175 Fulweiler Avenue
Auburn, CA 95603
Attn: County Executive Officer

City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Attn: City Manager

7. NO FURTHER AMENDMENTS. Except as expressly amended herein, all terms and conditions of the Agreement shall remain the same and in full force and effect.

8. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all maters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures

The Members have executed and attested this Agreement effective upon the execution of all Members herein as of the date first above written.

ATTEST: CITY OF LINCOLN
A Municipal Corporation

_____ By_____
City Clerk, City of Lincoln Mayor

Approved as to Form:

_____
City Attorney

ATTEST: CITY OF ROCKLIN
A Municipal Corporation

_____ By_____
City Clerk, City of Rocklin Mayor

Approved as to Form:

_____
City Attorney

ATTEST:

CITY OF ROSEVILLE
A Municipal Corporation

_____ By_____
City Clerk, City of Roseville Mayor

Approved as to Form:

_____
City Attorney

ATTEST:

COUNTY OF PLACER
A political subdivision of the State of California

_____ By_____
Clerk of the Board, Chairman
Placer County

Approved as to Form:

_____
County Counsel

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

This **Amended and Restated** Joint Exercise of Powers Agreement (the "Agreement") is entered into as of ~~_____, 2002~~, **October __, 2003** by and among the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the "Members" and individually as "Member").

SECTION 1. RECITALS

A. The Members have the common powers to acquire real property and to plan, design, finance, and construct roadway, intersection, at-grade railroad crossing, interchange, ~~and~~ various transit and rail fixed facility improvements **and to purchase, lease, and sublease real and personal property and all improvement thereon, to the Placer County Transportation Planning Agency ("PCTPA") and other third parties** (the foregoing **powers**, improvements, and the acquisition of real property in connection therewith, are hereinafter collectively referred to as, the "Transportation Improvements").

B. The Members have determined that the public interest will be served by the cooperative exercise of these individual powers through this Agreement in order to plan for, design, finance, acquire, determine the timing of construction of, and construct, Transportation Improvements to serve their respective jurisdictions and spheres of influence.

C. It has been determined by the Members that the Transportation Improvements must be undertaken in order to meet traffic demands in the growing region served by the jurisdictions. This Agreement is intended to create a joint powers authority with the power to plan for, design, finance, acquire, determine the timing of construction of, and construct, the Transportation Improvements.

SECTION 2. AUTHORITY, PURPOSE AND COOPERATION

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to the Members. The purpose of this Agreement is to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of Transportation Improvements located in the Members' respective jurisdictions. A conceptual outline of the Transportation Improvements generally contemplated by the Members as of the date first above written is attached

hereto as Exhibit A and incorporated herein. Said listing of Transportation Improvements is subject to refinement and modification by the Authority's Board of Directors as provided hereinafter.

SECTION 3. CREATION OF AUTHORITY

The Members hereby create the South Placer Regional Transportation Authority ("Authority"), a public entity separate from each of the Members, whose jurisdiction is shown and described in Exhibit A, attached hereto and incorporated herein.

SECTION 4. TERM AND TERMINATION

This Agreement shall be effective as of that date first written above. It shall remain in effect until the purpose stated in Section 2 is fully accomplished, or until terminated by the unanimous agreement of the Members; provided, however, that this Agreement may not be terminated until all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid in full. Any Member may withdraw its participation in this Agreement at any time; provided that the withdrawing Member shall pay an equitable portion of its share of the cost of the Transportation Improvements, as reasonably determined by the Authority's Board of Directors, taking into account the date of such Member's withdrawal, its growth and development plans, and including any reconciliation amounts for funds advanced or paid on behalf of the withdrawing Member by another source.

SECTION 5. POWERS

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 2, including, but not limited to, the following:

A. to develop a plan or formula for determining the timing, sequence and financing (including cost allocation among the Members) of construction of the Transportation Improvements;

B. to design the Transportation Improvements;

C. to construct, or cause the construction of, Transportation Improvements; provided that the Authority shall not construct Transportation Improvements except those related to the Placer Parkway and Rail/Bus Transit projects (as defined in Exhibit A);

D. to coordinate the construction **and/or redevelopment** of the Transportation Improvements with all affected governmental agencies;

E. to secure administrative office space and furnishings;

F. to make and enter into contracts;

G. to contract for, or employ, administrative, technical and support staff, and consultants and contractors of any kind;

H. to acquire and maintain insurance of all types;

I. to lease, acquire, hold, **sublease,** or dispose of real property by negotiation, dedication, or eminent domain**, including the purchase of, lease, and sublease of real and personal property, and all improvements thereto to PCTPA and/or any third parties, in conjunction with PCTPA's development of a multi-modal transportation center, third party office space, and PCTPA's office space related to its duties as a transportation planning agency and its duties required pursuant to this Agreement**;

J. to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types;

K. to accept, hold, invest (pursuant to the Law, including, without limitation, section 6509.5 thereof), manage, and expend monies;

L. to obtain and secure funding from all available public and private sources including local, state, and/or the federal government, including but not limited to, bond issuances, lease purchase agreements, public grants, private contributions, public and private loans, and other funds;

M. to levy, collect or cause to be collected transportation impact fees ("Impact Fees") on new residential, commercial and industrial development to fund the design, planning, financing, acquisition, and construction, of the Transportation Improvements;

N. to form a special assessment district under any legal authority that exists now or in the future, including, without limitation, the Improvement Act of 1911 (Streets & Highways Code section 5000 *et seq.*), the Municipal Improvement Act of 1913 (Streets & Highways Code section 10000 *et seq.*), the Improvement Bond act of 1915 (Streets & Highways Code section 8500 *et seq.*), or any other authority that exists now or in the future;

O. to form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exist now or in the future;

P. to negotiate and enter into reimbursement agreements when monies to construct Transportation Improvements are advanced;

Q. to sue and be sued; and

R. all powers incidental to the foregoing.

SECTION 6. DUTIES

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

A. To prepare and adopt a South Placer Regional Transportation Improvement Program specifying the Transportation Improvements (the "Improvement Program").

B. To prepare and adopt a plan or formula for determining the timing, sequence and financing (including cost allocation among the Members) of construction **and/or acquisition** of the Transportation Improvements, hereinafter referred to as the "Implementation Plan." The Implementation Plan shall reference the relevant terms and conditions of any agreement entered into by any Member with a landowner under which funds were advanced or used for the construction of the Transportation Improvements.

C. to retain legal counsel for all Authority business, including litigation;

D. to evaluate the need for, and acquire and maintain if necessary, liability, errors and omissions, or other insurance; and

E. to conduct an annual audit as required by the provisions of Subsection 7.D(3).

SECTION 7. ADMINISTRATION

A. Governing Board – Membership. The Authority shall be administered by a board of directors ("Board") consisting of four (4) directors and four (4) alternates. One (1) director and one (1) alternate shall be appointed by each Member from its governing body.

B. Meetings.

(1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour and location at which such regular meetings shall be held; provided, that the Board shall meet at least once every three (3) month(s) or quarterly.

(2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(3) Conduct of Meetings. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director of the Board, and to the Members.

(5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business. Except as provided in Section 8, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., three (3) affirmative votes).

C. Procedures.

(1) The Board shall elect a chair annually from among its membership, with the Chair rotated amongst the membership, to preside at meetings and shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.

(2) The Board may adopt by resolution rules of procedure, not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings.

(3) Members of the Board shall comply with Title 9 of the California Government Code, commencing with section 81000 (Political Reform Act of 1974).

D. Administration. Unless as otherwise agreed to by the Members, staff of the Placer County Transportation Planning Agency ("PCTPA") will perform administrative functions for the Authority, to be funded with the revenues of the Authority.

E. Fiscal Matters.

(1) Treasurer/Auditor

(A) Except as provided in Subsection (B), below, the finance director of the PCTPA is designated the treasurer/auditor of the Authority with the powers, duties, and responsibilities specified in the Law, including, without limitation, sections 6505 and 6505.5 thereof.

(B) In lieu of the designation in Subsection (A), above, the Board may appoint one or more of the Authority's officers or employees to either or both of the positions of treasurer or auditor as provided in the Law, including, without limitation, section 6505.6 thereof.

(2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to, the Authority's property and shall file with the Authority an official bond in the amount set by the Board.

(3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the Members and their respective representatives. The accounts shall be prepared and maintained by the treasurer and auditor of the Authority. The Authority, within one hundred twenty (120) days after the close of each fiscal year, shall cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified public accountant employed by the Authority. The Authority shall promptly deliver copies of the audit report to the Members.

(4) Budgets. The Board shall adopt a budget no later than ninety (90) days after the effective date of this Agreement and no later than June 30 each year thereafter.

(5) Contributions. Costs for the design, planning, financing, acquisition, and construction, of the Transportation Improvements will be shared amongst the Members based upon their respective proportionate shares as shall be set forth in the Improvement Program.

SECTION 8. VOTING

Notwithstanding Subsection 7.B (5), the following actions may only be taken as set forth below:

A. The unanimous affirmative vote of the entire Board is required to adopt the Improvement Program and the Implementation Plan. It is agreed that the voting structure may be amended pursuant to Section 18 hereof in the event of addition of a new Member to the Authority. Any change in the voting structure shall require an amendment to this Agreement.

B. The unanimous affirmative vote of the entire Board is required to (1) adopt any changes to the Improvement Program or the Implementation Plan, including, without limitation, adding, deleting, modifying, or changing the priority of, Transportation Improvements to be constructed; (2) change the cost sharing formula among the Members; (3) authorize the issuance and sale, refinancing, or early redemption, of bonds; or (4) impose fees or assessments, levy taxes, or order the formation of an assessment or special district.

C. The exercise of the power of eminent domain must be approved by an affirmative vote of the Board as set forth in Section 7.B (5), including the director appointed by the Member in whose jurisdiction the property is located. For the purposes of this Section, the jurisdiction of the County is the unincorporated area.

SECTION 9. EXERCISE OF POWERS

The powers and duties which (a) are common to the Members, and (b) are vested in the Authority only by virtue of this Agreement, and are not independent powers and duties which arise by virtue of the Law, shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Rocklin in the exercise of similar powers or in carrying out similar duties, as provided in section 6509 of the Law.

SECTION 10. COSTS ASSESSED AND DISTRIBUTED

A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred ("Cost-to-Complete"). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The adjustment period shall be from April to April. Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known.

B. It is anticipated that sources of revenue other than a transportation impact fee (the "Impact Fee") will be available to assist in funding the Transportation Improvements. For all Transportation Improvements, it is assumed that: (1) Curbs, gutters and sidewalks, where required by zoning, are the responsibility of the applicable developer or Member; and (2) Frontage improvements of a lane plus shoulder, where required by zoning, will be constructed along developing property at no cost to the Improvement Program.

C. The Authority will levy the Impact Fee on new development consistent with law to fund any portion of the cost of the Transportation Improvements not funded by other sources. Each Member shall collect the Impact Fee and deposit it in a separate interest-bearing account maintained by such Member. Each Member shall transmit all amounts collected, plus actual interest earned thereon, to the Authority quarterly.

D. Each Member's financial responsibility to make quarterly payments to the Authority shall not exceed the amount in the account described in Section 10.C, above. Each Member may contribute more than its proportionate share for a particular segment or improvement. In such event, subject to approval by the Board, that Member's account shall be credited for the excess amount and the amount shall be applied toward its proportionate share of future segments or improvements. The amount and timing of such credits may be adjusted by the Board in consideration of other improvement priorities.

E. The Authority shall maintain Impact Fees in a separate interest bearing account and shall use such funds consistent with the purposes of this Agreement.

F. Except for the Placer Parkway and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the responsibility of the Member in whose jurisdiction the improvement(s) is/are located. The Authority will transfer construction funds to the Member in the manner approved by the Authority.

G. In the event that an outside funding source, such as the State or federal government, provides funds other than those identified in the Improvement Program to one or more of the Transportation Improvements, credit will be apportioned amongst all Members according to the funding apportionment formula(s) applicable to the Transportation Improvement(s).

H. Each Member will provide the Authority with an annual accounting of Impact Fee revenue collected, and other funds provided to the Member for construction of Transportation Improvements. All funds and procedures shall be subject to audit.

I. A public entity may, subject to the unanimous agreement of the Members, become a party to this Agreement, provided such entity shall have contributed its proportionate share of the Transportation Improvement costs incurred from the effective date of this Agreement to the date of such entity's membership. The proportionate share of costs attributable to such entity shall reasonably be determined by the Board.

SECTION 11. FISCAL YEAR

The fiscal year of the Authority shall be the period from July 1 each year to and including the following June 30.

SECTION 12. DEBTS, LIABILITIES AND OBLIGATIONS

The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the Members, either jointly or severally.

SECTION 13. LIABILITY OF BOARD, OFFICERS AND EMPLOYEES

A. The directors/alternates of the Board, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Members for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

B. To the extent authorized by California law, no director/alternate of the Board, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other director/alternate of the Board, officer, or employee. No director/alternate of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as provided in Subsection 7.D(2).

SECTION 14. LIBERAL CONSTRUCTION

The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes stated in Section 2.

SECTION 15. DISPOSITION OF PROPERTY

Upon termination of this Agreement, the Authority shall convey all assets of the Authority, if any, to the Members in proportion to their respective contributions, provided that real property acquired by eminent domain shall be conveyed to the Member in whose jurisdiction the property is located.

SECTION 16. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 17. SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. No Member may assign any rights or obligations hereunder without the consent of the other Members; provided, however, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the Authority, or (b) bondholders holding such bonds.

SECTION 18. AMENDMENTS

This Agreement may be amended only by the unanimous written agreement of the Members. So long as any bonds of the Authority are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would materially and adversely affect (1) the rating of bonds issued by the Authority, or (2) bondholders holding such bonds.

SECTION 19. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

City of Lincoln
640 Fifth Street
Lincoln, CA 95648
Attn: City Manager

City of Roseville
311 Vernon St.
Roseville, CA 95678
Attn: City Manager

County of Placer
175 Fulweiler Avenue
Auburn, CA 95603
Attn: County Executive Officer

City of Rocklin
3980 Rocklin Road
Rocklin, CA 95677
Attn: City Manager

SECTION 20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

SECTION 21. AGREEMENT OF PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA) TO PROVIDE STAFF AND ACT AS TREASURER.

PCTPA agrees and consents to provide staff and act as Treasurer for the Authority as provided herein. PCTPA is not a member of the Authority. After execution of this Agreement, it is the intent of the Members and PCTPA to develop a staffing agreement between the Authority and PCTPA to provide for the administration and management of the Authority with reasonable rights of termination by either party.

The Members have executed and attested this Agreement as of the date first above written.

ATTEST:

CITY OF LINCOLN
A Municipal Corporation

City Clerk, City of Lincoln

By
Mayor

Approved as to Form:

City Attorney

ATTEST:

CITY OF ROCKLIN
A Municipal Corporation

City Clerk, City of Rocklin

By
Mayor

Approved as to Form:

City Attorney

ATTEST:

CITY OF ROSEVILLE
A Municipal Corporation

City Clerk, City of Roseville

By
City Manager

Approved as to Form:

City Attorney

ATTEST:

Ann Holman
Clerk of the Board,
Placer County

COUNTY OF PLACER

By _____
Chairman

Approved as to Form:

County Counsel

Placer County Transportation Planning Agency "PCTPA" hereby consents to the provisions of this Agreement regarding staffing and financial duties of PCTPA.

By: _____
Chairperson

Dated: 11/13/03

APPROVED AS TO FORM:

General Counsel

EXHIBIT A

KUTAK ROCK LLP
DRAFT 10/01/2003

Conceptual Outline of Transportation Improvements

This is merely a conceptual outline of the transportation improvements. The JPA Board will adopt a Transportation Improvement Program

Proposed transportation improvements and their location are set forth below, See Figure A-1 for location map of projects. Note that the rail and bus improvements will occur throughout the County and are thus not shown on the map.

Rail and Bus Transit

The rail and bus transit improvements are focused in the areas of commuter rail, commuter/express bus, and fixed route buses. The following types of specific improvements would be considered eligible to receive fee program finding:

- Rail stations;
- Intermodal transit facilities;
- Park and ride lots
- Bus shelters, pullouts, etc.;
- Rail guide-way improvements (railbed, track, signals, etc.);
- Maintenance and refueling facilities (main and satellite);
- Related streetscape, bicycle, and pedestrian improvements; and
- **Acquire, develop, lease and sublease real and personal property and all improvements thereto, for the development of the multi-modal transportation center of Placer County Transportation Planning Agency and the office space related thereto and any other third party office located on such premises.**

Douglas Boulevard/I-8O Interchange

The proposed Douglas Boulevard/I-80 interchange project provides significant enhancements to the circulation to and through south Placer County. This project not only upgrades the interchange itself but also encompasses improvements to the adjacent Douglas Boulevard/Sunrise Boulevard intersection. The overall project provides improved access to and through east and west Roseville as well as unincorporated areas of Placer County and to Sacramento County to the south. The proposed improvements at this interchange include a reconfiguration of the interchange with a flyover ramp eastbound Douglas Boulevard to Sunrise Boulevard, a tunnel section from Sunrise Boulevard to northbound I-80, as well as ramp modifications and improvements.

Sierra College Boulevard

Sierra College Boulevard is a major north-south arterial that provides a link from State Route 193 in Lincoln to I-80 in Rocklin and on to the Sacramento County line. Sierra College Boulevard traverses Lincoln, unincorporated Placer County, Loomis, Rocklin and Roseville. The proposed improvements to Sierra College Boulevard would consist of widening the roadway to four or six lanes from State Route 193 to the Sacramento County line, excluding improvements to the interchange at 1-80, which will be funded by STIP funds.

It is assumed that: (1) Curbs, gutters and sidewalks, where required by zoning, are the responsibility

of the applicable developer or Member and (2) Frontage improvements of a lane plus shoulder, where required by zoning, will be constructed along developing property at no cost to the Improvement Program. It is noted that, under current zoning, certain segments of Sierra College Boulevard are not expected to develop to the level requiring such frontage improvements.

Segments that have already been constructed may result in fee credits to districts such as Roseville, Rocklin, and fee districts within the County.

The proposed Sierra College Boulevard segments to be funded/credited by the fee program include:

- Segment I — From State Route 193 to the northern city limit of the City of Rocklin.
- Segment 2a — From the northern city limit of the City of Rocklin to the northern boundary of the Town of Loomis.
- Segment 5 — Interstate 80 to Rocklin Road.
- Segment 6 —Rocklin Road to the southern city limit of the City of Rocklin.
- Segment 7— Southern city limit of Rocklin to Douglas Boulevard.
- Segment 8 — Douglas Boulevard to Eureka Road.
- Segment 9—Eureka Road to Roseville Parkway.
- Segment 10 — Roseville Parkway to the Sacramento County line.

Segments that are currently not included but could be funded in the later years of the fee program include:

- Segment 2b — Front the northern boundary of the Town of Loomis to Taylor Road all within Loomis.

- Segment 3 - From Taylor Road to Granite Drive all within the Town of Loomis.

Segments that would be funded by other sources include:

- Segment 4—I-80/Sierra College Boulevard Interchange.

SR 65 Lincoln Bypass

The proposed project is approximately 10-mile mixed two-lane and four-lane facility extending from Industrial Avenue in Lincoln to just north of Sheridan.

Placer Parkway

The concept of a transportation facility that would connect State Route 65 to State Routes 70/99 through Placer and Sutter Counties has been discussed for several years. However, it is only within the last three years that these conceptual discussions have progressed to actual alignment studies due to increased congestion experienced on I-80 and continued growth in South Placer County.

A Project Study Report (PSR) for the environmental work associated with the Placer Parkway was approved in August, 2001. The PSR considered several alignment options for Placer Parkway. The recommended alignment for planning purposes consists of a nearly 15-mile long, four-lane expressway/freeway, connecting from State Route 65 at Whitney Boulevard to State Routes 70/99 at a point about one mile north of Riego Road.

FIRST AMENDMENT TO AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

REGARDING THE SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

AMONG

THE CITY OF LINCOLN,

THE CITY OF ROCKLIN,

THE CITY OF ROSEVILLE

and

THE COUNTY OF PLACER

FIRST AMENDMENT TO
AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

This First Amendment to the Amended and Restated Joint Exercise of Powers Agreement (the "Amendment") dated March 27, 2024 regarding the South Placer Regional Transportation Authority ("Authority") is entered into as of _____, 2024, by and between the City of Lincoln, the City of Rocklin, the City of Roseville and the County of Placer (hereinafter collectively referred to as the "Members" and individually as "Member").

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement ("Agreement") dated October 1, 2003 was approved by the Members creating the Authority for the purposes of providing the coordinated planning, design, financing, acquisition, determination of timing of construction, and construction, of Transportation Improvements;

WHEREAS, Section 18 AMENDMENTS, of the Agreement provides that the Members may amend the agreement by unanimous written agreement of the Members;

WHEREAS, the Authority has been operating consistent with the Agreement and the Authority and Members have identified certain provisions of the Agreement to be amended;

NOW THEREFORE the Members to the Agreement agree to mutually amend certain provisions of the Agreement as follows:

1. The second sentence of Section 2. AUTHORITY, PURPOSE AND COOPERATION is hereby amended to read in its entirety as follows:

> "The purpose of this Agreement is to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of Transportation Improvements benefiting ~~located in~~ the Members' respective jurisdictions."

2. Paragraph B(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

> B. Meetings.

"(1) Regular Meetings. The Board shall ~~by resolution~~ establish the number of regular meetings to be held each year and the date, hour and location at which such regular meetings shall be held; provided, that the Board shall meet at least once every ~~three (3) month(s) or quarterly~~ six (6) months or semiannually."

3. Paragraphs C(1) of Section 7 ADMINISTRATION is hereby amended to read in its entirety as follows:

C. Procedures.

"(1) The Board shall elect a chair and a Vice Chair annually from among its membership, with the Chair and Vice Chair rotated amongst the membership, to preside at -meetings. The Board ~~and~~ shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority."

4. Paragraph A of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

"A. The Authority will establish and maintain a current estimate of all costs associated with the Transportation Improvements included in the Improvement Program not yet incurred ("Cost-to-Complete"). The Cost-to-Complete will be adjusted annually based on the Construction Cost Index as published in the Engineering News Record, or an equivalent publication in the event the Engineering News Record is no longer published. The Authority shall determine a proposed annual adjustment based on the difference between the most currently available index value and the index value from the month and year of the previous adjustment. No fee adjustment shall be effective until approved by the Authority Board. Any fee adjustment approved by the Board shall be effective on July 1st of the year in which the action is taken, or at such other time as is provided by law. ~~The adjustment period shall be from April to April.~~ Notwithstanding the foregoing, the Cost-to-Complete will be adjusted to reflect actual costs associated with the Transportation Improvements, when such costs are known."

5. Paragraph F of Section 10 COSTS ASSESSED AND DISTRIBUTED is hereby amended to read in its entirety as follows:

"F. Except for the Placer Parkway, improvements on State highways, and Rail/Bus Transit projects (as defined in Exhibit A), construction of the Transportation Improvements shall be the responsibility of the Member in whose jurisdiction the improvement(s) is/are located. For Transportation Improvements where the Member is responsible, tThe Authority will transfer construction funds to the Member in the manner approved by the Authority. For Transportation Improvements on a State highway, the Authority may execute agreements with the State and/or Members establishing responsibility for construction of the Transportation Improvements and may transfer construction funds in accordance with those agreements."

6. Section 19 NOTICES is hereby amended to read in its entirety as follows:

SECTION 19. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

City of Lincoln
640 Fifth 600 6th Street
Lincoln, CA 95648
Attn: City Manager

City of Roseville
311 Vernon St.
Roseville, CA 95678
Attn: City Manager

County of Placer
175 Fulweiler Avenue
Auburn, CA 95603
Attn: County Executive Officer

City of Rocklin
39708080 Rocklin Road
Rocklin, CA 95677
Attn: City Manager

7. NO FURTHER AMENDMENTS. Except as expressly amended herein, all terms and conditions of the Agreement shall remain the same and in full force and effect.

8. COUNTERPARTS. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all maters related thereto, which such

scanned and electronic signatures having the same legal effect as original signatures

The Members have executed and attested this Agreement effective upon the execution of all Members herein as of the date first above written.

ATTEST: CITY OF LINCOLN
A Municipal Corporation

_____ By_____
City Clerk, City of Lincoln Mayor

Approved as to Form:

_____
City Attorney

ATTEST: CITY OF ROCKLIN
A Municipal Corporation

_____ By_____
City Clerk, City of Rocklin Mayor

Approved as to Form:

_____
City Attorney

ATTEST: CITY OF ROSEVILLE
A Municipal Corporation

_____ By_____
City Clerk, City of Roseville Mayor

Approved as to Form:

_____
City Attorney

ATTEST:	COUNTY OF PLACER A political subdivision of the State of California
_____	By_____
Clerk of the Board, Placer County	Chairman

Approved as to Form:

_____
County Counsel

12705-B

SECOND AMENDMENT TO THE MEMORANDUM OF AGREEMENT

Establishment of the Tier II Development Fee Deferral Program

THIS SECOND AMENDMENT TO THE MEMORANDUM OF AGREEMENT ("Amendment") is made effective as of the 24 day of May, 2017, by and among the County of Placer (**"Placer County"**), the City of Roseville (**"Roseville"**), the City of Rocklin (**"Rocklin"**) and the City of Lincoln (**"Lincoln"**). Placer County, Roseville, Rocklin and Lincoln are hereinafter collectively referred to as the **"Local Jurisdictions."**

Recitals

A. WHEREAS, on May 27, 2009, the Local Jurisdictions entered into a Memorandum of Agreement ("MOA") for the establishment and collection of Tier II Development Fees for all new development in the Tier II Development Fee Area, as defined in the MOA, for the future funding of the regional Placer Parkway project; and

B. WHEREAS, on September 10, 2013, the Local Jurisdictions entered into a First Amendment to the MOA to establish a Tier II Fee Deferral Program.

C. WHEREAS, the South Placer Regional Transportation Authority ("SPRTA") was designated as the administrator of the Tier II Development Fees; and

D. WHEREAS, in consideration of the economic pressures that have resulted in a reduction of the processing and development of projects within the Local Jurisdictions, the Local Jurisdictions desire to provide an opportunity to stimulate near-term development within the South Placer County Region while balancing the need for adequate funding to design and construct portions of Placer Parkway when needed to accommodate future traffic demands; and

E. WHEREAS, a fee deferral option was adopted which protects the integrity of the fee program, provides an incentive to build, ensures a method of future re-payment, minimizes the exposure of the overall fee program by limiting the number of DUEs that can participate, the maximum amount that can be deferred, limiting the time for which the deferral will be made available, and provides the parties with the ability to terminate the deferral program at any time; and

F. WHEREAS, SPRTA proposes to extend the fee deferral program by repealing and replacing the fee deferral program established by the First Amendment with the one established herein; and

G. WHEREAS, SPRTA has reviewed and supports the extension of the fee deferral program subject to the modifications below and concurrence of the Local Jurisdictions; and

H. WHEREAS, the Local Jurisdictions remain committed to the Tier II Development Fee Program and to working cooperatively with each other towards the construction of this regionally important facility.

NOW, THEREFORE, the parties hereby agree as follows:

1. Extension of the Tier II Development Fee Deferral Program. The Local Jurisdictions each agree to the extension of a Tier II Development Fee Deferral Program that provides opportunity for projects within and subject to the Tier II Development Fee Area (as previously defined in the original MOA) to defer a portion of their Tier II Development Fees as set forth in Paragraph 2. This deferral program establishes a short term incentive to the development community and can be terminated by the Local Jurisdictions according to the termination provisions set forth in Paragraph 8 of the MOA, provided that any preexisting obligations to pay Tier II Development Fees shall include any deferred fee amounts.

2. Criteria of Fee Deferral Program. The fee deferral program will be available to all new development projects that establish a Community Facilities District ("CFD") as reviewed by SPRTA staff, or other financing mechanism approved by the SPRTA Board to pay the deferred fees. The basic program parameters are as follows:

   - A CFD with the ability to implement a second bond issuance or other financing mechanism is required for all participating Dwelling Unit Equivalents (DUEs), as defined in the MOA.
   - Fee deferrals shall occur at the time of building permit issuance. Prior to building permit issuance, the Local Jurisdictions will report to SPRTA staff on the total amount of units being deferred.
   - The Fee Deferral Program will provide for deferral of not more than 50% of the Tier II fees for eligible projects. On January 1, 2035, no additional DUEs shall become subject to, or participate in, the Fee Deferral Program.
   - SPRTA Board to review by December 31, 2020 and periodically thereafter at its discretion to determine if revisions to or termination of the program are appropriate.

3. Guarantee of Repayment. All qualifying properties taking advantage of the fee deferral program are obligated to future payment of the deferred fee amount within thirty (30) years from the date of initial deferral. The guarantee of future payment will come in the form of either: (1) a second issuance of the CFD which will be collected with either a second bond sale or continuance of max tax

collection (defined as the maximum special tax that can be collected as determined in the rate and method of apportionment adopted with a CFD) until the fees are paid in full or (2) other financing mechanism as approved by the SPRTA Board until the fees are paid in full. The obligations of the original CFD, which shall run with the land, will specify that the deferred Tier II Development Fees will be paid with proceeds from the second issuance of the CFD or other approved financing mechanism consistent with the requirement that all fees be paid within thirty (30) years of the initial deferral and authorize the city and/or county having jurisdiction to continue to collect taxes. The amount of the deferred fee shall be based upon the amount of the future fee estimated to be charged at the time of payment of the deferred amount. This calculation shall be made utilizing standard methodologies that include calculations for inflation based upon consumer price index growth and other reasonable factors. If for whatever reason the second issuance of the CFD or other financing mechanism does not occur, the county or applicable city which granted the fee deferral will be responsible for future payment of the deferred fees at such time as the fees were otherwise due to be paid. This obligation for repayment by the applicable city or county shall be guaranteed utilizing all lawfully permitted amounts that may be pledged for security, and shall survive the expiration of any applicable development agreement and the subject city or county's participation in the MOA.

4. Actual Deferred Repayment. The repayment amount of the deferred fee shall be the future fee at the time of payment of the deferred amount.

5. Accounting, Tracking and Reporting of Deferred Payments. The Local Jurisdictions shall each provide SPRTA with an annual accounting of the fee deferral program within their respective jurisdictions. The annual accounting report shall include the following:

   - A list of all participating properties, including Assessor's Parcel Numbers (APN's).
   - Date of building permit issuance for participating properties.
   - Identification of underlying CFD or other financing mechanism approved by the SPRTA Board that secures future repayment.
   - Date of CFD origination or other financing mechanism approved by the SPRTA Board.
   - Expiration date of original CFD, and anticipated date of second bond sale or repayment of another financing mechanism approved by the SPRTA Board.
   - Total number of participating parcels, and total amount of deferral to date.

6. SPRTA's Responsibilities.

   a. SPRTA, as Administrator of the Tier II Development Fees, shall continue to receive that portion of the Tier II Development Fees collected by the Local Jurisdictions which is not part of the fee deferral program and shall remain obligated pursuant to the MOA.

b. On an annual basis, SPRTA shall collect the fee deferral program annual reports prepared by each Local Jurisdiction and shall deliver copies of such reports to the Local Jurisdictions with the copies of the audit report required by Paragraph 5(e) of the MOA.

7. MOA Full Force and Effect. This Second Amendment to the MOA is intended to supersede the First Amendment and supplement the existing MOA, which is incorporated herein by this reference. All other provisions of the existing MOA shall remain unchanged and in full force and effect.

8. SPRTA Review or Approval. In reviewing a CFD or approving other financing mechanism that utilizes a fee deferral program, SPRTA may, in its reasonable discretion, require the City and/or County requesting SPRTA review or approval to provide additional indemnity or other guarantee(s) to SPRTA and/or its member entities to ensure future payment of deferred amounts.

9. Section 3 of the MOA is repealed and replaced in its entirety as follows: On an annual basis, SPRTA and the Local Jurisdictions will meet to review the estimated cost of the Subject Improvements, the continued need for the Subject Improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which the Tier II Development Fees are charged. Based upon their review, the Local Jurisdictions may agree to a special adjustment of the amount of the Tier II Development Fees. If no special adjustment is made, the Tier II Development Fees shall be automatically adjusted based upon averaging the Construction Cost Index ("CCI") for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding twelve (12) months ending April 1st.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment to the MOA effective as of the date first above written.

ATTEST:

Clerk of the Board,
Placer County

COUNTY OF PLACER

By _____
Chairman

Approved as to Form:

County Counsel

1548380.1 13583-038

ATTEST:

City Clerk, City of Lincoln

CITY OF LINCOLN
A Municipal Corporation

By
City Manager

Approved as to Form:

City Attorney

ATTEST:

City Clerk, City of Rocklin

CITY OF ROCKLIN
A Municipal Corporation

By
City Manager

Approved as to Form:

City Attorney

ATTEST:

City Clerk, City of Roseville

CITY OF ROSEVILLE
A Municipal Corporation

By
City Manager

Approved as to Form:

City Attorney, Asst.

The South Placer Regional Transportation Authority (SPRTA) hereby consents to the provisions of this MOA and agrees to be bound hereby.

By: _____
Chairperson

Dated: 5/24/17

APPROVED AS TO FORM:

_____
General Counsel

STAFF REPORT

Item Number 15.C

SUBJECT: Adopt a Resolution Approving the Reclassification of the Police Department's Public Safety Director Position to Police Chief and Adopt the Revised Police Chief Salary Schedule. (Veronica Rodriguez)

SUBMITTED BY: Veronica Rodriguez

DEPARTMENT: Human Resources

DATE: August 25, 2026

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution to approve the reclassification of the Police Department's Public Safety Director position to Police Chief and adopt the revised Police Chief salary schedule.

BACKGROUND/INTRODUCTION:

In July 2019, the City established the Public Safety Director model following the dissolution of the shared Fire Department services agreement with the City of Rocklin. The model enabled one executive position to provide management oversight for both Police and Fire Department operations.

The City appointed a dedicated Fire Chief on August 12, 2026. The Fire Chief now provides executive leadership and management for Fire Department operations. As a result, combined executive oversight of both Police and Fire Department operations is no longer necessary.

The remaining duties of the Public Safety Director position are focused on executive leadership, administration, and management of the City's Police Department. Staff therefore recommends reallocating the existing authorized Public Safety Director position to the Police Chief classification.

FINDINGS/ANALYSIS:

The proposed action aligns the City's authorized-position allocation and classification structure with its current public-safety management model. Reallocating the existing Public Safety Director position to the Police Chief classification accurately reflects the position's current responsibility for the executive direction and administration of the Police Department.

The action does not establish a new position, increase the number of authorized executive positions, or change the City's public-safety service levels. It reallocates one existing

authorized position from the Public Safety Director classification to the Police Chief classification.

The Police Chief classification was not abolished when the Public Safety Director model was implemented; however, the Police Chief salary schedule has not been revised since 2021. Establishing a current salary range is therefore necessary to implement the reallocation.

All City executive classifications are assigned to the same executive salary band. The proposed Police Chief salary range will place the classification within that existing executive salary band, consistent with all other City executive classifications.

Pursuant to Lincoln Municipal Code Section 2.41.020(b), the City Council allocates to and determines the number of authorized positions for each classification. Pursuant to Lincoln Municipal Code Section 2.41.030(a), the City Council establishes compensation, salary ranges, and intermediate salary steps for all classifications. The proposed action is consistent with these City Council responsibilities.

Reallocating one authorized Public Safety Director position to the Police Chief classification accurately reflects the City's current organizational structure and the position's responsibility for executive leadership of the Police Department.

Staff recommends that the City Council approve the reallocation and establish the Police Chief salary range within the City's existing executive salary band.

FISCAL IMPACT:
There is no fiscal impact associated with this action. The proposed action reallocates an existing authorized position and does not establish an additional position.

ATTACHMENTS:
Police_Chief_Staff_Report_08.25.26_Reso.doc

ATTACHMENT B_UNRP Salary Worksheet_08.25.26.pdf

RESOLUTION 2026 - ###

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN APPROVING THE RECLASSIFICATION OF ONE PUBLIC SAFETY DIRECTOR POSITION TO POLICE CHIEF IN THE POLICE DEPARTMENT AND ADOPTION OF THE POLICE CHIEF SALARY SCHEDULE

WHEREAS, in July 2019, the City established the Public Safety Director model as a transitional structure for executive oversight of the Police and Fire Departments following the dissolution of the shared Fire Department management services agreement with the City of Rocklin; and

WHEREAS, the City appointed a Fire Chief on August 12, 2026, resulting in separate executive leadership for Fire Department operations; and; and

WHEREAS, the Public Safety Chief position is now principally responsible for executive leadership and administration of the Police Department; and

WHEREAS, the City desires to reclassify the existing Public Safety Chief position to the Police Chief classification; and

WHEREAS, the Police Chief classification was not abolished but its salary schedule has not been revised since 2021; and

WHEREAS, the proposed Police Chief salary schedule places the classification in the City's established executive salary band, consistent with other City executive classifications; and

WHEREAS, pursuant to Lincoln Municipal Code Sections 2.41.020(b) and 2.41.030(a), the City Council determines the number of authorized positions for each classification and establishes compensation and salary ranges for all classifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes:

1. The reclassification of the Public Safety Director position to Police Chief in the Police Department.
2. The adoption of the Police Chief salary schedule (Attachment B).

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

City of Lincoln Salary Schedule

Unrepresented, Elected Officials and Commissions

Adoption Date: 8/25/2026
Resolution: TBD

Bargaining Unit: Unrepresented
Effective Date: 8/25/2026

Job Classification	Adopted	Effective	Min Range	Max Range
Assistant City Attorney	10/22/24	10/22/24	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Assistant City Manager	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Chief Innov & Tech Ofcr	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Attorney	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Clerk	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Engineer	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
City Manager	8/12/25	8/12/25	48.06126	135.18750
			8,330.62	23,432.50
			99,967.43	281,190.00
Community Dev Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Deputy Fire Chief	7/11/23	7/11/23	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Economic Development & Communications Specialist	9/5/23	9/5/23	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Finance Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Finance Manager	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Fire Chief	7/22/25	7/22/25	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00

City of Lincoln Salary Schedule

Unrepresented, Elected Officials and Commissions

Adoption Date: 8/25/2026
Resolution: TBD

Bargaining Unit: Unrepresented
Effective Date: 8/25/2026

Job Classification	Adopted	Effective	Min Range	Max Range
Fire Marshal	7/22/25	7/22/25	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
HR Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Junior Deputy City Attorney	10/22/24	10/22/24	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Library Svcs Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Police Captain	7/11/23	7/11/23	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Police Chief	**8/25/26**	**8/25/26**	**48.06126**	**132.21154**
			8,330.62	**22,916.67**
			99,967.43	**275,000.00**
Public Safety Director/Chief	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Public Works Director	12/14/21	12/14/21	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00
Senior Deputy City Attorney	10/22/24	10/22/24	48.06126	132.21154
			8,330.62	22,916.67
			99,967.43	275,000.00

City of Lincoln Salary Schedule

Unrepresented, Elected Officials and Commissions

Adoption Date: 8/25/2026
Resolution: TBD
Bargaining Unit: Unrepresented
Effective Date: 8/25/2026

Classifications Not Currently Being Utilized

Job Classification	Adopted	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
~~Chief of Police~~	~~12/14/21~~	~~12/14/21~~	~~59.19050~~	~~62.15000~~	~~65.25750~~	~~68.52038~~	~~71.94638~~	~~75.54375~~	~~79.32100~~
			~~10,259.69~~	~~10,772.67~~	~~11,311.30~~	~~11,876.87~~	~~12,470.71~~	~~13,094.25~~	~~13,748.97~~
			~~123,116.24~~	~~129,272.00~~	~~135,735.60~~	~~142,522.38~~	~~149,648.46~~	~~157,131.00~~	~~164,987.68~~
HR Manager	12/14/21	12/14/21	43.77800	45.96688	48.26525	50.67850	53.21250	55.87313	58.66675
			7,588.19	7,967.59	8,365.98	8,784.27	9,223.50	9,684.68	10,168.90
			91,058.24	95,611.10	100,391.72	105,411.28	110,682.00	116,216.10	122,026.84
Library Manager	12/14/21	12/14/21	31.44000	33.01200	34.66263	36.39575	38.21550	40.12625	42.13263
			5,449.60	5,722.08	6,008.19	6,308.60	6,624.02	6,955.22	7,302.99
			65,395.20	68,664.96	72,098.26	75,703.16	79,488.24	83,462.60	87,635.86
PW Director/City Eng	12/14/21	12/14/21						48.06126	132.21154
								8,330.62	22,916.67
								99,967.43	275,000.00

Elected Officials and Commissions	Monthly Stipend
Councilmember	655.00
Mayor	705.00
City Treasurer	655.00
Planning Commission	100.00

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Market: Northern California
Cell Site Number: CVL02485
Cell Site Name: McBean Park
Search Ring Name: CVL02485_SR
Fixed Asset Number: 15549738

OPTION AND TOWER STRUCTURE LICENSE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Lincoln, a municipal corporation, having a mailing address of 600 6th St, Lincoln, CA 95648 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, having a common street address of 61 McBean Park Dr, City of Lincoln, in the County of Placer, State of California 95648 [APN:008-330-001-000,008-330-002-000,008-180-004-000,008-220-009-000] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor hereby grants to Licensee an option (the "**Option**") to license a portion of the Property consisting of:

(i) Approximately four hundred twenty (420) square feet of ground space, as described on attached **Exhibit 1,** for the placement of Licensee's equipment (the "**Ground Space**");

(ii) The portion of the Tower selected by Licensee and dedicated for Licensee's exclusive use, and consisting of an envelope of ten (10) contiguous vertical feet of space within which any portion of Licensee's communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**"). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such 10-foot vertical envelope and any portion of vertical space on the Tower on which Licensee's communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Licensee may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Licensee's improvements and equipment that extend outside the Primary RAD Space (the "**Extended Primary RAD Space**"), subject to Licensor's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Licensee, such as Licensee's utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Licensor agrees that Licensee shall have the right to install connections between Licensee's equipment in the Ground Space and Primary RAD Space; and between Licensee's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further agrees that Licensee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-

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way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the **"Premises."**

(b) During the Option period and any extension thereof, and during the term of this Agreement, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of One Thousand and No/100 Dollars ($1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Licensee for an additional one (1) year upon written notification to Licensor and the payment of an additional One Thousand and No/100 Dollars ($1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Licensee without the written consent of Licensor. Upon notification to Licensor of such sale, assignment or transfer, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor licenses the Premises to the Licensee subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. <u>PERMITTED USE.</u>

(a) Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the

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"**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its licensees and sublicensees, the right to use such portions of the Licensor's Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee may install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, with approval by Licensor, which such approval shall not be unreasonably withheld, delayed or conditioned. Licensee may also be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Licensor agrees that Licensee may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that Licensee uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Licensee's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained.

3. TERM.

(a) The initial license term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

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

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**." Notwithstanding anything to the contrary contained in this Agreement, neither the licenses granted to Licensee in this Agreement nor this Agreement are revocable at will, and may only be terminated in accordance with the terms specified in this Agreement.

4. RENT.

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(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, Three Thousand and No/100 Dollars ($3,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within ninety (90) days after the Rent Commencement Date.

(b) In the event that Licensee uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars ($250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Three Percent (3%) over the Rent paid during the previous year.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

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

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

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

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

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

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

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

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

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7. INSURANCE. Licensee shall carry and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the leased premises. The cost of such insurance shall be borne by the Licensee.

(a) **SCOPE AND LIMIT OF INSURANCE**. Coverage shall be as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits of $2,000,000 per occurrence and $4,000,000 general aggregate.

(ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of $1,000,000 per accident for bodily injury or disease and policy limit. (This applies to lessees with employees).

(iii) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Licensee self-insures this risk.

(b) **OTHER INSURANCE PROVISIONS**. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The Licensor, its officers, officials and employees are to be included as additional insureds by endorsement on the CGL policy with respect to liability caused, in whole or in part, by work or operations performed by or on behalf of the Licensee in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(ii) Primary Coverage. For any claims related to this contract, the Licensee's insurance CGL coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 as respects the Licensor, its officers, officials and employees. Any insurance or self-insurance maintained by the Licensor, its officers, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies if required to meet the required limits.

(iii) Umbrella or Excess Policy. The Licensee may use any combination of Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, primary and non-contributory, additional insured and defense requirements.

(iv) Notice of Cancellation. Licensee will provide a least thirty (30) days written notice to Licensor of cancellation of any required coverage that is not replaced.

(v) Waiver of Subrogation. To the extent permitted by law, Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to carry any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer, except for Licensee's self-insured property coverage where Licensee shall include Licensor as joint loss payee in lieu of waiver of subrogation and such status as joint loss payee shall void the requirement for waiver of subrogation for Licensee's self-insured property coverage.

(vi) Self-Insured Retentions. Any and all SIRs shall be the sole responsibility of Licensee who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible.

(vii) Acceptability of Insurers. Insurance is to be placed with insurers eligible to conduct business in the state with a current A.M. Best's rating of no less than A-:VII.

(viii) Verification of Coverage. Licensee shall furnish the Licensor with certificates of insurance and amendatory endorsements of coverage required by this clause. However, failure to carry the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them.

(ix) Special Risks or Circumstances. Licensor reserves the right, but not more frequent than once every five (5) years and upon at least sixty (60) days written notice to Licensee, to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances,

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of comparable buildings in the vicinity of the building are generally requiring Licensees leasing space comparable in size to the Licensed Premises and in such comparable buildings to maintain higher levels of coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

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

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

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

9. INDEMNIFICATION.

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

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

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

11. ENVIRONMENTAL.

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

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

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

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. ACCESS. At all times throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Licensor grants to Licensee such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access. Licensor shall execute a letter granting

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Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Licensee under this Agreement or at law or equity, Licensor shall pay Licensee, as liquidated damages and not as a penalty, $500.00 per day in consideration of Licensee's damages until Licensor cures such default. Licensor and Licensee agree that Licensee's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Licensor will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Licensee as a condition of this Agreement or any required permit. Licensor shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Licensor allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Licensor shall at all times during the Term of this Agreement reserve and have ready for Licensee's immediate use sufficient structural loading capacity on the Tower to support Licensee's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90º) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Licensor shall be responsible for the costs of all structural modifications to the Tower; provided that Licensee shall be responsible for the costs of all structural modifications to the Tower required to provide the Allowed Wind Load Surface Area for the Communication Facility, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Licensee will pay Licensor for the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area. In the event that Licensee has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications

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to comply with the Structural Standards, Licensee may, in its sole discretion, pay Licensor either (i) the portion of the structural modifications that is necessary to support Licensee's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Licensee be responsible for Tower modification costs to support the installations of other licensees or for the Tower to comply with applicable law so long as Licensee's installation is within the Allowed Wind Load Surface Area.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to the Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(d) As noted in Section 4(d) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee sub-meters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(e) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall grant to any service company providing utility or similar services, including electric power and telecommunications, the necessary access rights over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon service company's request, Licensor will execute a separate recordable easement evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

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

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist

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if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Licensee will have the right to assign, sell or transfer ("**Transfer**") its interest under this Agreement, in whole or in part, without Licensor's consent, only to: (i) an Affiliate of Licensee, or (ii) any entity that acquires all or substantially all of Licensee's assets in the market, as defined by the Federal Communications Commission, in which the Property is located. Upon notification to Licensor of such Transfer, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such Transfer. Licensee will also have the right to sublease or license the Premises, in whole or in part, without Licensor's consent, **only** to an Affiliate of Licensee. Licensee shall not otherwise have the right to Transfer this Agreement, or sublease or license the Premises, without Licensor's prior written consent.

(b) Upon Licensor's approval of Licensee's request to sublease or license any portion of Licensee's Premises to a third party (other than to an Affiliate of Licensee) (each such non-Affiliate third party, a "**Subsequent User**"), then Licensee shall include a condition in its sublicense, license or other use agreement with each Subsequent User, that the Subsequent User must enter into a separate lease, license or other agreement with Licensor for separate ground space on the Property and/or Tower space. Licensor and Licensee confirm that the foregoing obligation shall not apply to any sublicense, license or other use agreement between Licensee and any Affiliate of Licensee. For the avoidance of doubt, Licensor shall be entitled to all rent or fees derived from Licensor's separate leasing or licensing of ground space and Tower space to a Subsequent User, and Licensee shall be entitled to all rent or fees derived from Licensee's subleasing or licensing its space within its Premises. Licensor covenants and agrees that it shall make such additional ground and/or Tower space available to each Subsequent User to the extent that space is reasonably available and otherwise on terms and conditions reasonably comparable to those contained in this Agreement. Licensor and Licensee agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this section regarding the potential for sublicensing or licensing of space to Subsequent Users. Any sublicense or license that is entered into by Licensee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

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

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: CVL02485; Cell Site Name: McBean Park (**CA**)
Fixed Asset #: 15549738
208 S. Akard Street
Dallas, TX 75202-4206

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If to Licensor: City of Lincoln
Parks and Recreation Dept.
600 6th St.
Lincoln, CA 95648

With a copy to: City of Lincoln
City Attorney's Office
600 6th St.
Lincoln, CA 95648

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

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within sixty (60) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

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

21. TAXES.

(a) Licensor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp,

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gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's leasehold improvements on the Premises if and as set forth in this Section 21, and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

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

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

(d) Licensee shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensor.

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

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licensor shall provide Licensee's address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

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

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22. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licensor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licensor under this Agreement, including Licensor's obligation to cooperate with Licensee as provided hereunder.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

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

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

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Intentionally deleted.

24. MISCELLANEOUS.

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

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

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

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(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property.

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

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

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

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

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

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

(k) **W-9/FTB 590.** As a condition precedent to payment, Licensor agrees to provide Licensee with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

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

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys'

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fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Licensor and/or Licensee, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"**LICENSOR**"

City of Lincoln, a municipal corporation

DocuSigned by:

By: Sean Scully
9EA1058A3D60483...

Print Name: Sean Scully

Its: City Manager

Date: 9/9/2024

"**LICENSEE**"

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

By: AT&T Mobility Corporation
Its: Manager

Signed by:

By: Vani Muller
2FA953AD04E54DB...

Print Name: Vani Muller

Its: Area Manager

Date: 9/10/2024

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EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Option and Tower Structure License Agreement dated 9/10/2024, 2024, by and between City of Lincoln, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

Licensor's Property of which the Premises are a part is described as follows:

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

Also together with a non-exclusive easement for access and utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 00°28'19" East 3.90 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 17°17'39" West 8.83 feet; thence West 177.63 feet; thence North 11.1 feet more or less to the proposed stadium light pole/tower location; thence up, over and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

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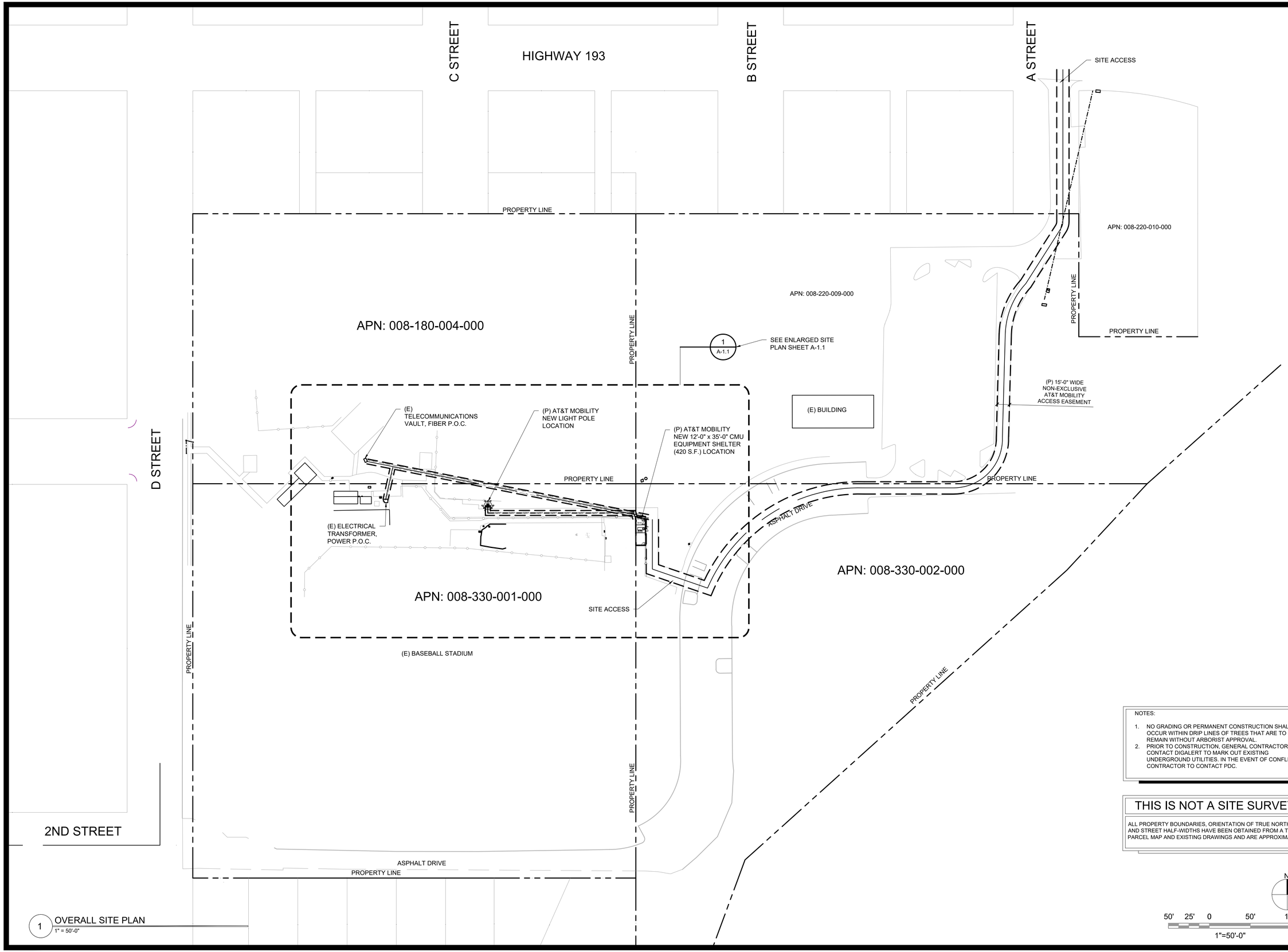
The Premises are described and/or depicted as follows:

AT&T Site Plans Dated September 3,2024, Prepared by Norman Scheel Structural Engineer, and Consisting of Four (4) Pages, Appears on Following Pages]

Notes:

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

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1 OVERALL SITE PLAN
1" = 50'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Designer / Engineer:

Norman
Scheel
Structural
Engineer

1989 - 2024
35 YEARS OF EXCELLENCE
Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

NOTES:

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2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

APN: 008-180-004-000

PROPERTY LINE

(E) BUILDING

(E) TELECOMMUNICATIONS VAULT, FIBER P.O.C.

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

SECTOR A AZIMUTH 0°

(E) BUILDING

(E) BUILDING

(E) BUILDING

(P) AT&T MOBILITY NEW LIGHT POLE LOCATION

PROPERTY LINE

PROPERTY LINE

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

1 A-2 SEE ENLARGED EQUIPMENT PLAN SHEET A-2

(P) AT&T MOBILITY NEW 12'-0" x 35'-0" CMU EQUIPMENT SHELTER (420 S.F.) LOCATION

(E) ELECTRICAL TRANSFORMER, POWER P.O.C.

1 A-3 SEE ENLARGED ANTENNA PLAN SHEET A-3

(P) 6'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY UTILITY EASEMENT

(P) 15'-0" WIDE NON-EXCLUSIVE AT&T MOBILITY ACCESS EASEMENT

SECTOR B AZIMUTH 240°

SECTOR C AZIMUTH 120°

ASPHALT

SITE ACCESS

ASPHALT DRIVE

APN: 008-330-001-000

APN: 008-330-002-000

(E) BASEBALL STADIUM

PROPERTY LINE

20' 10' 0 20' 40'

1"=20'-0"

N

1 ENLARGED SITE PLAN
1" = 20'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648

FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	CVL02485
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

ENLARGED SITE PLAN

Sheet Number:

A-1.1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GEIL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GEIL ENGINEERING. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEIL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603–5015
Phone: (530) 885–0426 * Fax: (530) 823–1309

A.T. & T. Mobility

Project Name: CVL02485 / McBean Park

Project Site Location: D Street
Lincoln, CA 95648
Placer County

Date of Observation: 08–21–24

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Stadium Pole Replacement

Coordinates (Tower) (NAD83)
Latitude: N 38° 53' 20.44" N 38.889011°
Longitude: W 121° 17' 15.40" W 121.287611°

ELEVATION of Ground at Structure (NAVD88) 169.5' AMSL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1–A Standards as defined in the FAA ASAC Information Sheet 91:003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California RCE 14803

DATE OF SURVEY: 08–21–24

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, RCE 14803

LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.35' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: 1'

ASSESSOR'S PARCEL NUMBER: 008–330–001–000 &
008–330–002–000 &
008–330–004–000

LANDLORD(S): CITY OF LINCOLN
600 6TH STREET
LINCOLN, CA 95648

Lease Area Description

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

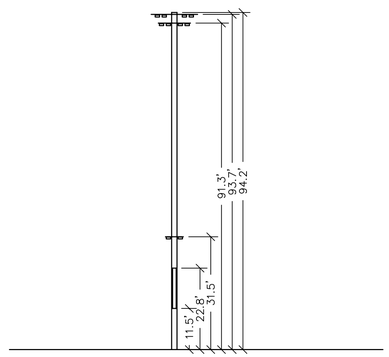
Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

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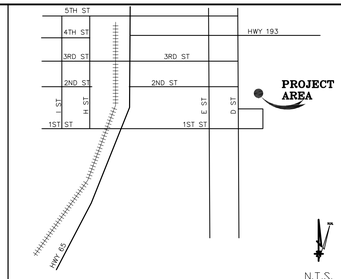
Also together with a non–exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non–exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

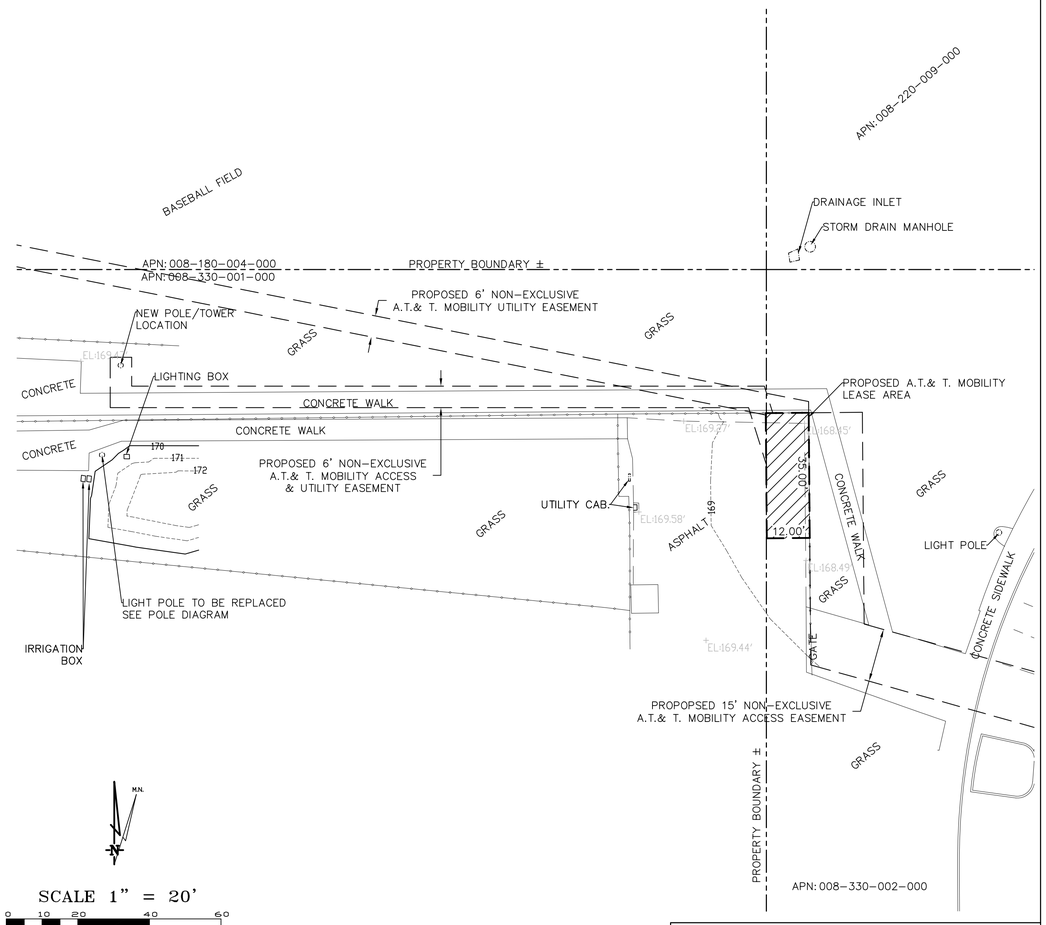
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POLE DIAGRAM



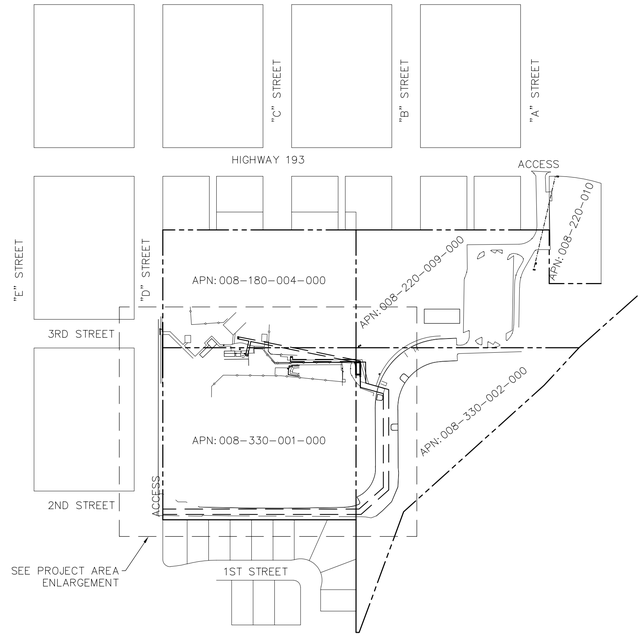
LINCOLN, CA VICINITY MAP



SCALE 1" = 20'

0 10 20 40 60

LEASE AREA ENLARGEMENT



SCALE 1" = 200'

OVERALL PROJECT AREA

DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\VN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885–0426
Fax: (530) 823–1309

at&t MOBILITY

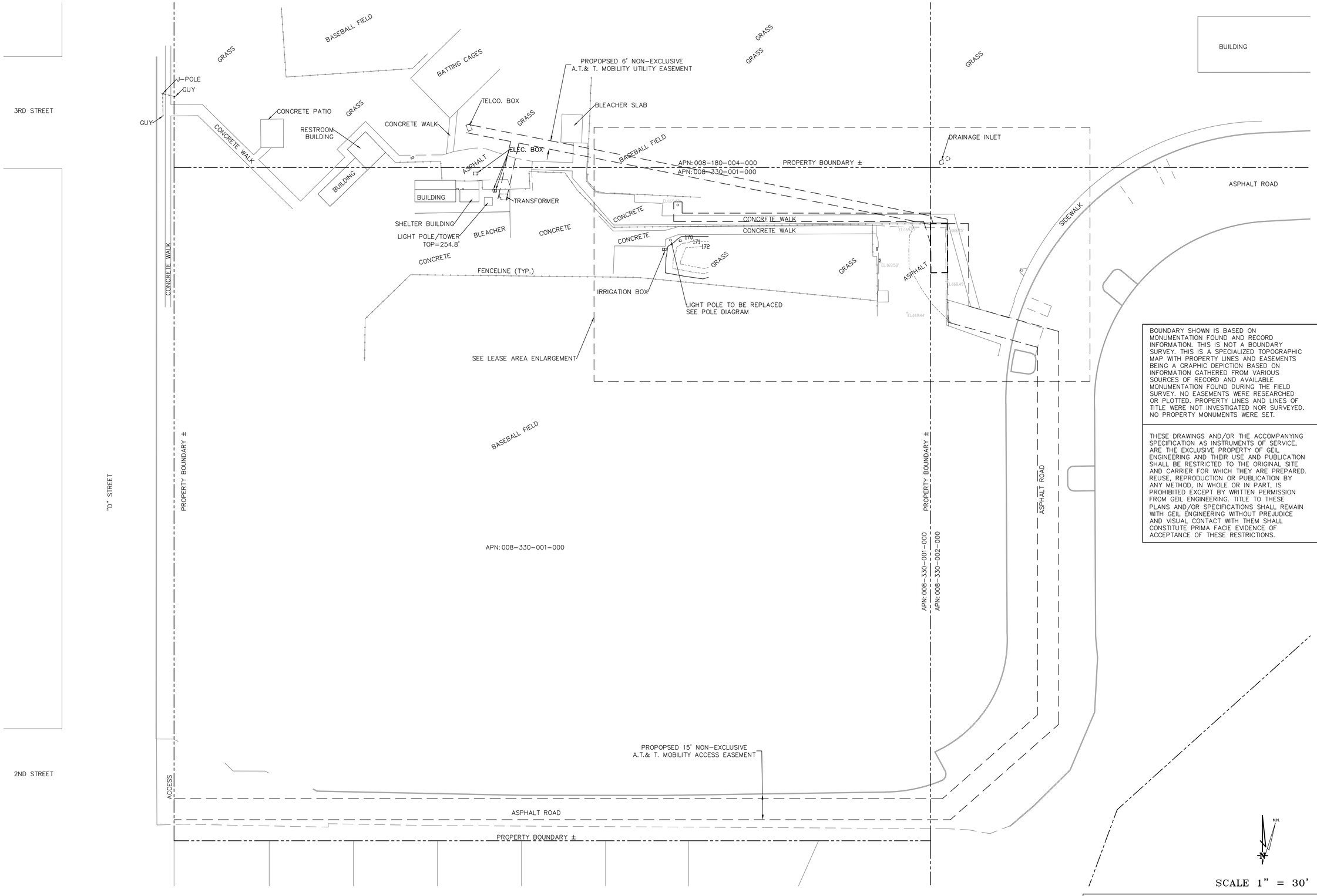
CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

REVISIONS			
REV	08–22–24 N. ROHDE	DRAWING SUBMITTAL	
REV	08–26–24 N. ROHDE	LEASE AREA ADDED	
REV			
REV			
REV			
REV			

Sheet
C–1

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4



SCALE 1" = 30'

PROJECT AREA ENLARGEMENT

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

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DEPT	APPROVED	DATE
A&C		
RE		
RF		
INT		
EE\IN		
OPS		
FE\OUT		

Surveyor
GEIL ENGINEERING
ENGINEERING • SURVEYING • PLANNING
1228 HIGH STREET
AUBURN, CALIFORNIA 95603
Phone: (530) 885-0426
Fax: (530) 823-1309

at&t MOBILITY

CVL02485
McBEAN PARK
D STREET
LINCOLN, CA 95648

PLOT PLAN AND
SITE TOPOGRAPHY

Sheet
C-2

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None.

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EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

{This Letter Goes On Licensor's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Licensor, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a license with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

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

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

_____
Licensor Signature

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Recording Requested By
& When Recorded Return To:

New Cingular Wireless PCS, LLC
Attn: –Network Real Estate Administration
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

APN's: 008-330-001-000,008-330-002-000, 008-180-004-000,008-220-009-000

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

Cell Site No.: CVL02485
Search Ring Name: CVL02485_SR
Cell Site Name: McBean Park
Fixed Asset No.: 15549738
State: California
County: Placer

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2024, by and between City of Lincoln, a municipal corporation, having its principal office at 600 6th St, Lincoln, CA 95648 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and Tower Structure License Agreement ("**Agreement**") on the ___ day of_____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

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

LICENSOR:

City of Lincoln, a municipal corporation

By: _____

Name: _____

Its: City Manager

Date: _____

LICENSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

LICENSOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

LICENSEE ACKNOWLEDGMENT

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State of California
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of License dated _____, 2024, by and between City of Lincoln, a municipal corporation, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

Licensor's Property of which the Premises are a part is described as follows:

All that certain lease area being a portion of McBean Memorial Park as is described in Deed filed for record at Book 620, Page 531, Official Records of Placer County, located in the City of Lincoln, County of Placer, State of California, and being more particularly described as follows:

Commencing at a 3/4" rebar set for the Easterly terminus of the Northerly centerline of First Street as is shown on that certain Plat of Ravine Meadows filed for record at Book M of Maps at Page 75, Official Records, from which a similar monument bears West 263.20 feet; thence from said point of commencement North 14°16'38" East 564.16 feet to the True Point of Beginning; thence from said point of beginning North 00°28'19" West 35.00 feet; thence South 89°31'41" West 12.00 feet; thence South 00°28'19" East 35.00 feet; thence North 89°31'41" East 12.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes, fifteen feet in width, the centerline of which is described as follows: Beginning at a point which bears North 89°31'41" East 7.50 feet from the Northeast corner of the above described lease area; thence from said point of beginning South 00°28'19" East 64.83 feet; thence South 74°21'59" East 66.45 feet; thence South 271.59 feet; thence South 48°36'15" West 96.79 feet; thence West 551.2 feet more or less to the public right of way commonly known as "D" Street.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at a point which bears South 89°31'41" East 9.00 feet from the Northwest corner of the above described lease area; thence from said point of beginning North 00°28'19" West 0.68 feet; thence North 78°48'32" West 310.88 feet to a point hereafter defined as Point "A"; thence continuing North 78°48'32" West 35.3 feet more or less to the existing telephone utility box.

Also together with a non-exclusive easement for utility purposes, six feet in width, the centerline of which is described as follows: Beginning at Point "A" as previously defined and running thence South 12°31'05" West 45.0 feet more or less to the existing transformer.

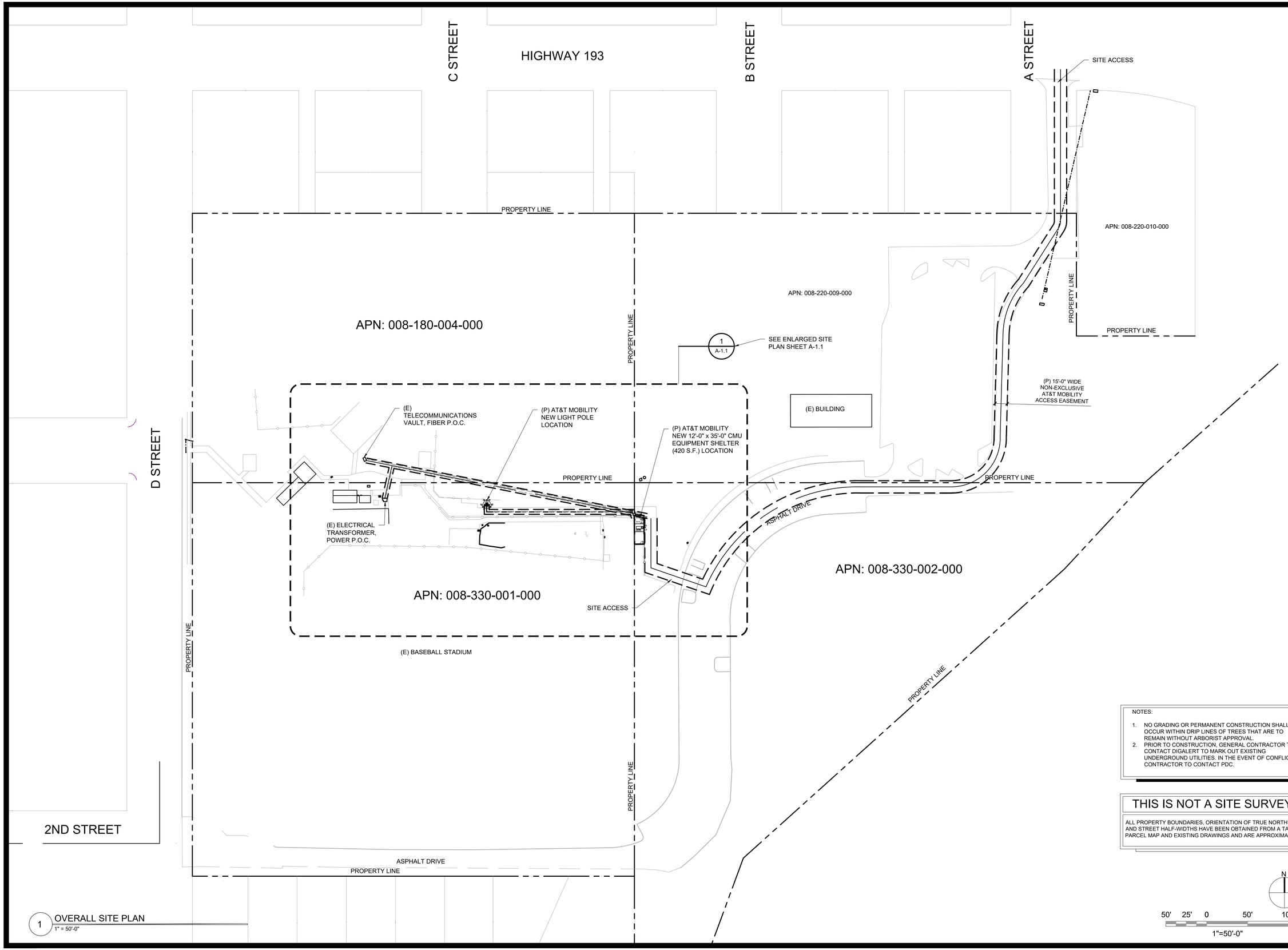
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Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Placer County Appears on Following Page]

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1 OVERALL SITE PLAN
1" = 50'-0"

Issued For:

CVL02485

McBEAN PARK

61 McBEAN PARK DRIVE
LINCOLN, CA 95648
FA# 15549738
USID#

Prepared For:

at&t

5001 Executive Parkway
San Ramon, California 94583

Vendor:

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

605 Coolidge Drive, Suite 100
Folsom, California 95630

AT&T SITE NO:	**CVL02485**
PROJECT NO:	24-009
DRAWN BY:	BW
CHECKED BY:	BW

REV	DATE	DESCRIPTION
3		
2		
1		
0		
C		
B		
A	9/3/2024	90% ZD SUB.

Licensee:

REGISTERED PROFESSIONAL ENGINEER
NORMAN J SCHEEL
No. 2567
Exp. 12-31-25
STRUCTURAL
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.
2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PDC.

THIS IS NOT A SITE SURVEY

ALL PROPERTY BOUNDARIES, ORIENTATION OF TRUE NORTH AND STREET HALF-WIDTHS HAVE BEEN OBTAINED FROM A TAX PARCEL MAP AND EXISTING DRAWINGS AND ARE APPROXIMATE.

Designer / Engineer:

Norman Scheel Structural Engineer

1989 - 2024 35 YEARS OF EXCELLENCE Norman Scheel Structural Engineer

5022 Sunrise Blvd.
Fair Oaks, California 95628

Sheet Title:

OVERALL SITE PLAN

Sheet Number:

A-1

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EXHIBIT 24(k)

IRS FORM W-9 & CA FTB FORM 590

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2022 CA FTB FORM 590
APPEAR ON FOLLOWING TWO (2) PAGES]

Docusign Envelope ID: B6AA2CD6-24F2-4691-B189-E26D82FF10A4

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP code

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ▶ _____ Date _____

7061223 Form 590 2021