

**AMADOR COUNTY 2015 REFUNDING CERTIFICATES OF PARTICIPATION
APRIL 14, 2015 BOARD MEETING**

BACKGROUND

On August 17, 2005, the County of Amador (the "County") issued Certificates of Participation in the par amount of \$9,090,000 ("2005 Certificates"). Proceeds from the 2005 Certificates were used to (i) pay a portion of the costs of the acquisition and construction of a County Administrative Building and related costs, (ii) fund a reserve fund for the 2005 Certificates, and (iii) pay certain costs incurred in connection with execution and delivery of the 2005 Certificates, including the insurance premium.

The 2005 Certificates have interest rates that range from 4.00% in 2015 to 4.375% in their final maturity of 2025. Standard and Poor's upgraded the County's 2005 Certificates from A to A+ on May 13, 2014. The County is now interested in refunding the 2005 Certificates (the "Refunding"). The 2005 Certificates were first callable on October 1, 2014 at par.

TRANSACTION PROCESS

On January 7, 2015, Brandis Tallman LLC ("BTLLC") was notified of the award of placement agent or underwriter. Once, awarded, BTLLC began the refinancing process.

At the Administrative Committee Meeting of March 2nd, the Board authorized staff to move forward with the private placement method of sale as there was concern with the excessive level of staff involvement required in a public offering. Staff did not believe that the difference in annual savings offset the intensive, time-consuming requirements of the public offering, particularly given the minimum staffing levels that the County now holds. With this direction, BTLLC distributed a Request for Proposal (RFP) to its pool of direct placement lenders.

At the Board meeting of March 10th, Staff discussed the refinancing with the Board.

On March 17th, BTLLC received bids from the RFP sent on March 3rd. BTLLC and staff reviewed the proposals and staff selected Umpqua Bank, as they provided the most favorable rate and terms to the County: an interest rate of 2.69% with additional lowering of the rate to 2.25% if a depository relationship is established.

At the Board meeting of March 24th, the Board approved authorizing staff to proceed with utilizing Umpqua Bank, without creating a depository relationship, under the condition the rate did not exceed 2.84% at the time of the rate lock on April 7th. In case Umpqua Bank's rate was no longer economical, the Board also approved authorizing staff to utilize the Capital One bid, which is locked at 2.84% until April 30th.

On April 7th, Umpqua Bank locked the rate at 2.65%, solidifying them as the lender for the direct placement refinancing.

REFUNDING STRUCTURE

The following summary written by Brian Quint, bond counsel, provides an overview of the financing structure and the legal documents:

The planned structure of the County's refinancing is best described as a "COP financing without COPs." The basis, however, is substantially identical to the 2005 COPs to be refunded, but less complicated and less expensive.

In recent years, because commercial banks are able to borrow funds at near 0%, they are willing to "loan" funds (actually purchase municipal obligations) at rates below what could be obtained in the capital markets. These "private placements" are done without an offering document, without the need to retain and pay annual fees of a trustee bank and without the need to satisfy continuing disclosure obligations.

The County is a "debt limit entity," like cities and school districts, meaning it does not have the power to enter into a financial agreement that obligates it beyond the current fiscal year without a 2/3 approving vote of its electorate, unless it can satisfy one of the accepted and long standing exceptions to the debt limit. The exception applicable here, and which was the basis for the County's 2005 financing, is known as the "lease exception" to the constitutional debt limit.

If the County's long term payment obligation is structured as a lease and its payment obligation is strictly in exchange for its beneficial use and occupancy of the leased asset, the agreement can extend beyond the end of the fiscal year. However, if the County does not have beneficial use and occupancy of the leased asset, its payment obligation "abates" and such abatement of payments is not a default under the lease.

The 2005 refinancing will be (and the 2005 issue was) structured satisfying abatement lease exception to the constitutional debt limitation. This differs from most states where the lessee (here the County) could just decide at any time not to budget and appropriate funds to make the lease payment and walk away from the lease (and lose the asset). But in California, under an abatement lease, the County must make its payments if it had beneficial use and occupancy in the prior lease period. Investors much prefer abatement leases. To guard against the possibility that the County could abate its lease payments (because an event made the property unavailable) investors require that the leased property be insured against a casualty loss, that there be rental interruption insurance to bridge the gap between the casualty loss and the date when the property is again available for use, and title insurance to guard against a title defect that ousts the County from the property. These safeguards were built into the 2005 financing and will be included in the 2015 refinancing.

The principal documents for the financing are as follows:

County Board Resolution. The resolution approves the financing and authorizes the execution and delivery of the various legal documents by the County (requiring a minimum present value savings of not less than 3% as compared to the 2005 financing).

Authority Board Resolution. The resolution approves the financing and authorizes the execution and delivery of the various legal documents by the Authority.

Letter Agreement for Purchase and rate Lock. While it is expected that the investor will indicate to the County in advance what interest rate they will propose, the transition does not get firmed up until after the Board approves it (scheduled for 4/14). This document locks in the deal and all numbers can be finalized (including the savings). It is executed the day after the Board approval.

Site and Facility Lease. Under this document, the County will lease the County Administration Building (the "Property") to the Amador County Public Facilities Financing Authority for a nominal sum.

Lease Agreement. Under this document the Authority will lease (actually sublease) the Property back to the County for a term of 10 years and the County will agree to make semi-annual lease payments including a principal component and an interest component. Under the lease, the County agrees to maintain and insure the Property for the term of the lease.

Assignment Agreement. The Authority immediately assigns its right to receive the semiannual lease payment to the private placement investor (and the Authority is effectively removed from the financing) and payments are made by the County directly to that investor. In exchange for the right to receive the future payments, the investor advances the principal portion of the lease payments to the County and will receive the principal and interest payments over the life of the lease. The interest component is tax exempt to the investor.

Escrow Agreement. The 2005 Certificates will be redeemed approximately two weeks after the 2015 issue is closed. The escrow agreement establishes an escrow which will be funded in an amount sufficient to provide for that redemption, together with any accrued interest owed to the 2005 investors. By virtue of the funding of the escrow, the 2005 is "defeased" and the County will no longer have any obligation with respect to the 2005 lease or other 2005 documents.

Termination Agreement. In connection with the 2005 issue, the financing documents were recorded against the property in the County Recorder's office. The termination

agreement removes the 2005 documents from the record so that no encumbrances will be on record other than the 2015 documents when they are recorded.

Final Opinion of Special Counsel. Since the investor is expecting that the interest component of the lease payments is tax exempt, and while the structure of the financing is simpler than a public offering, it must nonetheless satisfy all requirements of a tax exempt issue. The special counsel (same as bond counsel) opinion provides that the financing has been properly authorized, executed and delivered, is legal, valid, binding and enforceable against the County and, most importantly, is tax exempt.

REFINANCING RESULTS

The new loan par amount is \$6,168,000. At the locked interest rate of 2.65%, average fiscal year savings are \$49,105 and total savings are \$538,155. Net present value savings are \$464,476, or 7.66%. A summary of the refunding results is attached herewith.

RECOMMENDATION

Adopt Resolution No. ____ “approving the form and authorizing the execution of certain lease and financing documents in connection with refunding the County’s outstanding 2005 Certificates of Participation and authorizing and directing certain actions with respect thereto”.

COUNTY OF AMADOR
2015 Refunding Certificates of Participation (Series 2005)
Summary of Refunding Results
April 7, 2015

	<u>Existing 2005 COP</u>	<u>Private Placement Refunding</u>	
REFUNDING BONDS			
Cost of Defeasance @ 4/22/2015 for a 5/15/2015 call		6,095,973	
Cost of Issuance (1)		72,027	
Par Amount (New Loan Amount)		6,168,000	
Arbitrage Yield		2.65%	
All-In True Interest Cost		2.88%	
Final Maturity	10/1/2025	10/1/2025	
FISCAL YEAR			
Debt Service	689,939	644,834	
Trustee Fees	2,000	0	
Continuing Disclosure	2,000	0	
Total Fiscal Year Payment	693,939	644,834	
Average Fiscal Year Savings		49,105	
SAVINGS			
Debt Service	7,589,334	7,093,179	
Trustee Fees	21,000	0	
Continuing Disclosure	21,000	0	
Total Payment	7,631,334	7,093,179	
Total Savings		538,155	
Total Net Present Value Savings		464,476	7.66%

(1) Includes bond counsel, placement agent, investor's counsel, title, CDIAC, misc./contingency, escrow agent and COI custodian.

COUNTY OF AMADOR

RESOLUTION NO. _____

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING THE COUNTY'S OUTSTANDING 2005 CERTIFICATES OF PARTICIPATION AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Supervisors (the "Board") of the County of Amador (the "County"), as follows:

WHEREAS, the County, working with the Amador County Public Facilities Financing Authority (the "Authority"), has heretofore caused the execution and delivery of the \$9,090,000 2005 Certificates of Participation (the "2005 Certificates"), representing undivided fractional interests of the owners thereof in lease payments to be made by the County as the rental for certain property pursuant to a lease agreement with the Authority, delivered to finance a portion of the costs of the acquisition and construction of a County administration building and related costs;

WHEREAS, the 2005 Certificates are currently outstanding in the principal amount of \$6,065,000;

WHEREAS, the County has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refund the 2005 Certificates and to implement a lease financing for such purposes;

WHEREAS, it is in the public interest and for the public benefit that the County authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith; and

WHEREAS, the documents below specified have been filed with the County and the members of the Board, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The Board hereby approves the refunding of the 2005 Certificates.

Section 2. A letter agreement for purchase and rate lock, by and among Umpqua Bank (the "Purchaser"), the County and the Authority, whereby the Purchaser agrees to acquire certain rights of the Authority, including but not limited to the lease payments to be made by the County under the Lease Agreement and the rights of the Authority under the Site and Facility Lease (hereinafter defined), in the form on file with the Clerk of the Board, be and is hereby approved, and the Chair, the Vice Chair or the County Administrative Officer, or the designee thereof (each, a "Designated Officer"), are hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such official;

Section 3. The below-enumerated documents, in the forms on file with the Clerk of the Board, be and are hereby approved, and any Designated Officer is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be

approved by such official, and the Clerk of the Board is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, by and between the County, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), pursuant to which the County will lease certain existing real property and the improvements thereon (the "Property") to the Authority;

(b) a lease agreement, by and between the Authority, as sublessor, and the County, as sublessee (the "Lease Agreement"), pursuant to which the Authority will sublease the Property back to the County and pursuant to which the County will agree to make semi-annual sublease payments (the "Lease Payments"), so long as the Lease Agreement does not extend beyond October 1, 2025, and so long as the present value savings to be realized by the execution of the Lease Agreement shall not be less than 3% as compared to the 2005 lease agreement;

(c) an escrow deposit and trust agreement, by and between the County and U.S. Bank National Association, as trustee for the 2005 Certificates, relating to the defeasance of the 2005 Certificates; and

(d) a termination agreement, by and among the County, the Authority and U.S. Bank National Association, as escrow bank, relating to the termination of recorded documents relating to the 2005 Certificates.

Section 4. The Chair, the Vice Chair, the County Administrative Officer, the Clerk of the Board, any deputy to the Clerk of the Board and all other appropriate officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the financing herein authorized.

Section 5. This Resolution shall take effect upon its adoption by this Board.

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board of Supervisors of the County of Amador in a regular meeting assembled on the 14th day of April, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST:

Clerk of the Board

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of April 1, 2015

by and between the

COUNTY OF AMADOR, as Lessor

and the

AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY, as Lessee

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of April 1, 2015, is by and between the COUNTY OF AMADOR, a political subdivision organized and existing under and by virtue of the laws of the State of California (the "County"), as lessor, and the AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the County proposes to lease those certain parcels of real property situated in Amador County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the County to refund its outstanding County of Amador 2005 Certificates of Participation;

WHEREAS, the Authority proposes to lease the Property back to the County pursuant to that certain Lease Agreement, dated as of April 1, 2015, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the County, to Umpqua Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of April 1, 2015, by and between the Authority and the Assignee (the "Assignment Agreement"), and recorded concurrently herewith;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The County hereby leases to the Authority and the Authority hereby leases from the County, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of the County of Amador, State of California, and shall end on October 1, 2025, unless such term is extended or sooner terminated as hereinafter provided. If, on October 1, 2025, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than October 1, 2035. If, prior to October 1, 2025, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The County agrees to lease the Property to the Authority in consideration of the payment by the Authority of an advance rental payment of \$6,168,000. The County and the Authority agree that by reason of the assignment of the Lease

Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Authority shall use the Property solely for the purpose of leasing the Property to the County pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the County under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. County's Interest in the Property. The County covenants that it is the owner in fee of the Property.

Section 7. County Representations and Certifications to the Authority and the Assignee. The County hereby certifies and represents, warrants, covenants and agrees as follows:

(a) This Site and Facility Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of the County's knowledge, the Authority is not and will not be, in any respect, in default under the terms and provisions of this Site and Facility Lease. Further, to the best of the County's knowledge, the County knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of this Site and Facility Lease by either the Authority or the County.

(c) The County has not currently encumbered its fee interest in the Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site and Facility Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Trust Agreement).

(d) The County acknowledges hereby consents to the Lease Agreement.

(e) Upon the Event of Default under the Lease Agreement, the County will standstill and allow the Authority or the Assignee to pursue any and all remedies available to the Authority or Assignee under either this Site and Facility Lease or the Lease Agreement.

(f) Except for the rental payment referenced in Section 4, no additional rent is or will be due under this Site and Facility Lease by the Authority through the term of this Site and Facility Lease and the Authority has satisfied all of its obligations under this Site and Facility Lease.

(g) During the term of the Site and Facility Lease, the County will not consent to any amendment, modification or termination of this Site and Facility Lease without the prior written consent of the Assignee.

(h) During the term of this Site and Facility Lease, the County will not encumber its interest in the Site without the prior written consent of the Assignee.

(i) The County acknowledges that this Site and Facility Lease cannot be terminated by the County for any reason, except according to Section 3.

(j) Notwithstanding any Site and Facility Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried and maintained by the County in accordance with the terms of the Lease Agreement covering the building or buildings constructed on the Site, with a loss payable clause to Assignee.

Section 8. Assignments and Subleases. Unless the County shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the County and the Assignee. The County consents to the assignment of the Authority's interest in this Site and Facility Lease to the Assignee. If the County is in default under the Lease Agreement, the Assignee (including their successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 9. Right of Entry. The County reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination. The Authority agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the County.

Section 11. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the County may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the County shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the County will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement or a breach or default of the certifications and representations, warranties and covenants of the County contained in Section 7, the Authority and/or the Assignee may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 12. Quiet Enjoyment. The Authority, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 13. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Authority are solely liabilities of the Authority and the County hereby releases each and every Boardmember, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Authority hereunder.

Section 14. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Authority's interest in the Property created by this Site and Facility Lease (including both land and improvements) will be paid by the County in accordance with the Lease Agreement.

Section 15. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Authority or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the County. The County hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Property through the eminent domain powers of the County. However, the County hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the County with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 16. Use of the Proceeds. The County and the Authority hereby agree that the lease to the Authority of the County's right and interest in the Property pursuant to Section 2 serves the public purposes of the County.

Section 17. Attorneys' Fees, Costs and Expenses. In any civil action or proceeding arising from or relating to this Site and Facility Lease or a party's performance under this Site and Facility Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

Section 18. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 20. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the County and the Authority and their respective successors and assigns. The Assignee are hereby made third party beneficiaries hereunder with all rights of a third party beneficiary.

Section 21. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 22. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 23. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the County to the Property under this Site and Facility Lease and the County's leasehold interest therein under the Lease Agreement.

Section 24. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Authority have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF AMADOR

By _____
Name _____
Title _____

Attest:

Clerk of the Board of Supervisors

AMADOR COUNTY PUBLIC FACILITIES
FINANCING AUTHORITY

By _____
Name _____
Title _____

Attest:

Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, CITY OF JACKSON, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LOTS 1 AND 20, IN BLOCK 1 OF THE TOWNSITE (NOW CITY) OF JACKSON, AND A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, T.6 N., R. 11 E., M.D.B.&M., BOUNDED ON THE NORTH BY THE SOUTH LINE OF COURT STREET (OLD HIGHWAY #88) BOUNDED ON THE EAST BY THE WESTERLY LINE OF THE GULETZ PROPERTY, AS THE SAME IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 38 OF MAPS AND PLATS, AT PAGE 63, AMADOR COUNTY RECORDS; BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF CALIFORNIA STATE HIGHWAY NO. 88, AS DESCRIBED IN DEED RECORDED IN BOOK 26 OF OFFICIAL RECORDS, AT PAGE 406; BOUNDED ON THE WEST BY LOT 19, BLOCK 1 OF SAID TOWNSITE, AND BY THAT CERTAIN PARCEL OF LAND SHOWN AND DESIGNATED AS "COUNTY OF AMADOR", ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 27 OF MAPS AND PLATS, AT PAGE 88, AMADOR COUNTY RECORDS.

PORTION OF APN 020-200-021-000

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility is comprised of the County Administration Building is a two story structure with a total building area of approximately 55,900 square feet. The building is a steel braced frame structure on a floating structural slab foundation, with three coat lath & plaster over light gage metal stud skin, designed to withstand resultant earthquake forces in accordance with the Uniform Building Code. The building's column spacing and floor plate configuration allows for flexible space use through a combination of open work areas and private offices. The building provides space for the following County departments: Board of Supervisors chamber and offices, County Administrative Officer, Treasurer-Tax Collector, Auditor-Controller, County Counsel, Clerk-Recorder, Human Resources, Public Works, Planning, Environmental Management, Information Technology, Building, Elections, and Surveying, as well as the Amador Fire Protection District.