

RESOLUTION NO. R.A. 18-2010

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, CALIFORNIA, FINDING AND DETERMINING THE PUBLIC INTEREST AND NECESSITY FOR ACQUIRING AND AUTHORIZING THE CONDEMNATION OF CERTAIN LEASEHOLD INTERESTS IN REAL PROPERTY AND FIXTURES AND EQUIPMENT PERTAINING TO REAL PROPERTY (5870 ATLANTIC AVENUE) WITHIN THE NORTH LONG BEACH REDEVELOPMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of the City of Long Beach, California ("Agency"), pursuant to the provisions of the Community Redevelopment Law of the State of California, Health and Safety Code Section 33000, et seq., is engaged in redevelopment activities necessary for the execution of the Redevelopment Plan ("Redevelopment Plan") for the North Long Beach Redevelopment Project Area ("Redevelopment Project"); and

WHEREAS, the Agency desires to implement the Redevelopment Plan for the Redevelopment Project by acquiring certain leasehold interests real property, and fixtures and equipment pertaining to the realty, located at 5870 Atlantic Avenue, Long Beach, California more particularly described as:

Any and all leases or leasehold interest and any and all lessee's fixtures and equipment pertaining to the real property located at 5870-5874 Atlantic Avenue, Long Beach, California, and legally described as follows:

LOTS 1, 2, 3, 4, AND 5, IN BLOCK 16, OF TRACT NO. 6521, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 69, PAGES 31 AND 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
APN: 7124-032-900

and as shown on the site plan and site agreement attached hereto as Exhibit A, and incorporated herein by this reference. Said leases and/or leasehold interests and fixtures and equipment are herein referred to as the "Subject Property."

WHEREAS, the Agency has given written notice by first class mail at least fifteen (15) days prior to the date of this resolution to those persons whose property is to be acquired by eminent domain and whose names and addresses appear on the last equalized Los Angeles County assessment roll as well as the owners of the leasehold interest; and

WHEREAS, the Agency's notice to those persons sets forth the intent of the Agency to adopt a Resolution of Necessity for acquisition by eminent domain of the Subject Property, and further provides that such persons shall have a right to appear and to be heard on the matters referred to in Code of Civil Procedure Section 1240.030, and further provides that failure of such persons to file a written notice of intent to appear and to be heard within fifteen (15) days following the date of mailing of the Agency's notice shall result in a waiver of such right, and further contained all of the other matters required by Code of Civil Procedure Section 1245.235.

NOW, THEREFORE, the Redevelopment Agency of the City of Long Beach, California, FINDS, DETERMINES, DECLARES AND RESOLVES as follows:

Section 1. The public interest and necessity requires the acquisition of the Subject Property for a public use, to wit, the elimination of blight and blighting influences, pursuant to the Redevelopment Plan and the California Community Redevelopment Law.

Section 2. The Agency is authorized to acquire the Subject Property pursuant to the California Community Redevelopment Law, including but without limitation, Health and Safety Code Section 33391(b).

Section 3. The Redevelopment Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury.

Section 4. The Subject Property is necessary for the proposed project.

Section 5. The offer required by Government Code Section 7267.2(a), together with the accompanying statement of, and summary of the basis for, the amount established as just compensation, was made to the owner or owners of the Subject Property which offer and accompanying statement/summary were in a form and contained all of the factual disclosures provided by Government Code Section 7267.2(a).

Section 6. The Agency is hereby authorized and empowered to acquire the Subject Property by condemnation in its name to be used for said public purposes in accordance with the provisions of the Code of Civil Procedure, the California Community Redevelopment Law, and the Constitution of California relating to eminent domain.

Section 7. The Long Beach City Attorney's office, as the Agency's general counsel, is hereby authorized to engage special counsel to prepare and prosecute in the name of the Agency such proceeding or proceedings in the court having jurisdiction thereof as are necessary for such acquisition; and to prepare and file such pleadings, documents, and other instruments and to make such arguments and generally to take such action as may be necessary in the opinion of said attorneys to acquire for the Agency the Subject Property. Said attorneys are specifically authorized to take whatever steps and/or procedures are available to them under the eminent domain law of the State of California.

APPROVED AND ADOPTED by the Redevelopment Agency of the City of Long Beach, California, on this 15TH day of November, 2010.



Executive Director/Secretary

APPROVED:



Chair

EXHIBIT "A"

SITE MAP

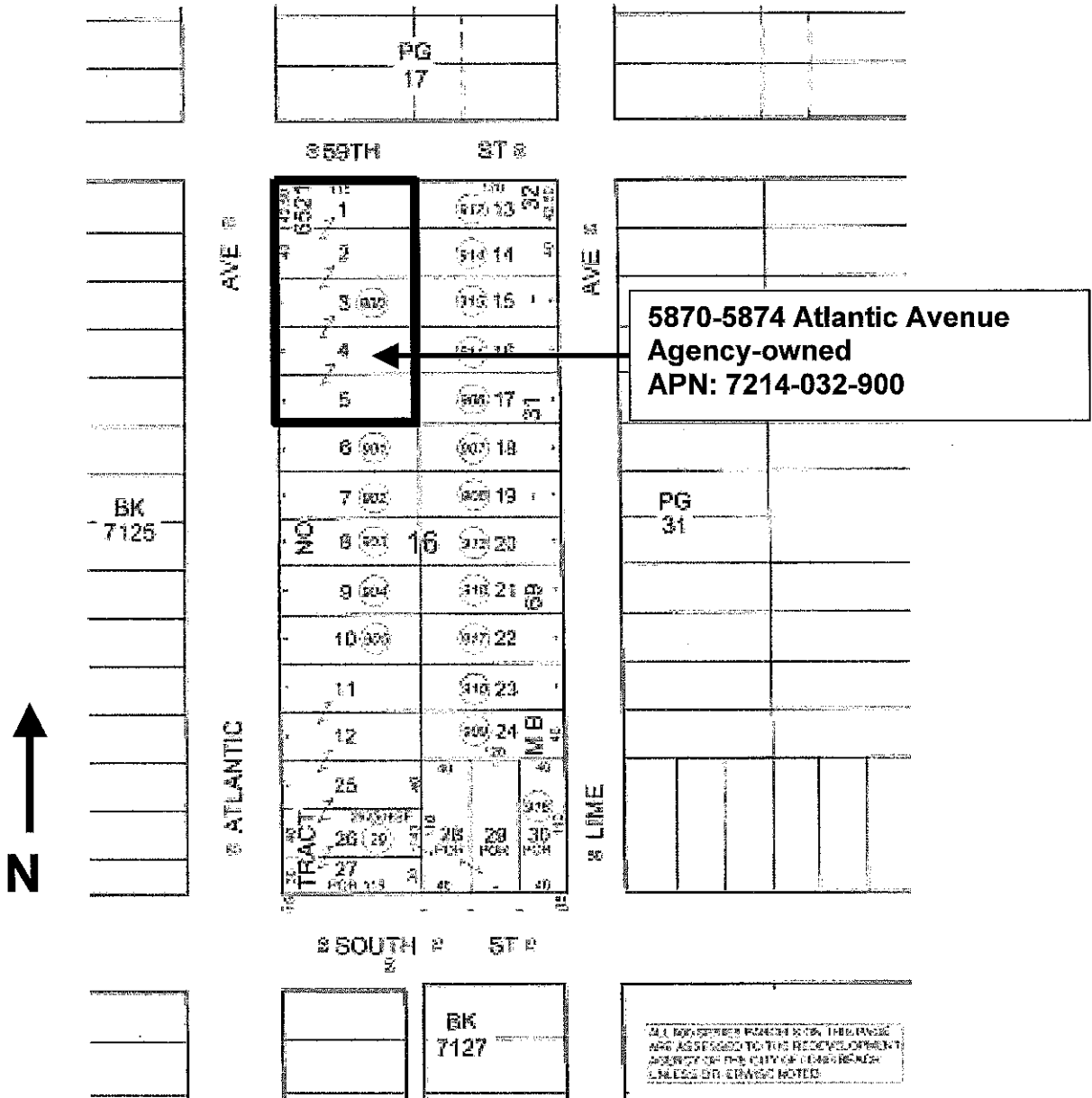
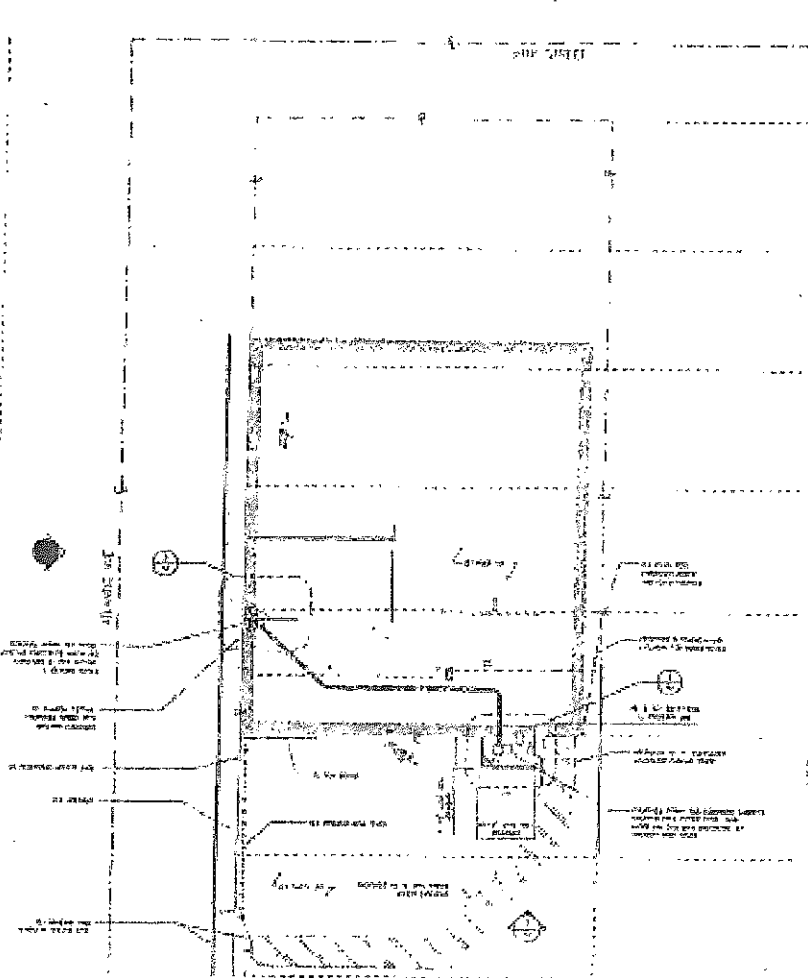


EXHIBIT "A"

SITE MAP

Site located at 5870 Atlantic, situated in the City of Long Beach, County of Long Beach, State of California commonly described as follows:

Site Plan:



Owner Initials:
Sprint PCS Initials:

SITE AGREEMENT

Site Name: Jenkins-New Directions ChurchSprint PCS Site ID #: LA69XC301-A

1. **Premises and Use.** Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint PCS"), the site described below [**Check all appropriate boxes**]:

- Land consisting of approximately 600 square feet upon which Sprint PCS will construct its
 base station equipment and antenna support structure;
 Building interior space consisting of approximately _____ square feet for placement of base station equipment;
 Building exterior space consisting of approximately _____ square feet for placement of base station equipment;
 Building exterior space for attachment of antennas;
 Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A, attached hereto, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site will be used by Sprint PCS for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service facility, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will have unrestricted access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date that both Owner and Sprint PCS have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint PCS provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Until the date which is 30 days after the date Sprint PCS commences installation of the Facilities at the Site ("Rent Commencement Date"), rent will be a one-time aggregate payment of \$100, the receipt of which Owner acknowledges. Thereafter, rent will be paid in advance in equal monthly installments of \$1,000.00 (until increased as set forth herein), partial months to be prorated. Rent for each Renewal Term will be increased on the anniversary of the Lease Commencement Date to an amount equal to 112% of the rental rate in effect for the prior Term. Notwithstanding anything contained in this Section, Sprint PCS' obligation to pay rent is contingent upon Sprint PCS' receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. **Title and Quiet Possession.** Owner represents and warrants to Sprint PCS and further agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint PCS is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint PCS is not in default beyond the expiration of any cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

5. **Assignment/Subletting.** Sprint PCS will have the right to sublease the Site or assign its rights under this Agreement without notice to or consent of Owner.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Sprint PCS are to be

sent to: National Lease Management Group, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. **Improvements.** Sprint PCS may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Sprint PCS with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint PCS may remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Owner represents and warrants to Sprint PCS that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint PCS will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** Sprint PCS will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint PCS desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site.

10. **Utilities.** Owner represents and warrants to Sprint PCS that all utilities adequate for Sprint PCS' use of the Site are available at or near the Site. Sprint PCS will pay for all utilities used by it at the Site. Owner will cooperate with Sprint PCS in Sprint PCS' efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. **Termination.** Notwithstanding any provision contained in this Agreement, Sprint PCS may, in Sprint PCS' sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner.

12. **Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Subject to Section 17 hereof, Owner and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

Site Name: Jenkins-New Directions Church

Sprint PCS Site ID #: LA59XC301-A

14. Hazardous Substances. Owner represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint PCS will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint PCS.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust.

16. Property Taxes. Sprint PCS will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint PCS will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by Sprint PCS within 60 days after receipt of satisfactory documentation indicating calculation of Sprint PCS' share of the real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. Sprint PCS will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint PCS' receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement in the form of Exhibit B, attached hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER:

Mack and Bab Jenkins,

Handwritten signature of Mack Jenkins
Subscribing Witness

By: *Mack Jenkins*

Name: Mack Jenkins

By: *Bab Jenkins*

Name: Bab Jenkins

Taxpayer ID: 568-24-9466

Address: 1841 S. San Gabriel

San Gabriel, CA 91776

Date: 7/30/03

See Exhibit A1 for continuation of Owner signatures

SPRINT PCS:

Sprint Spectrum L.P., a Delaware limited partnership

By: *Cynthia Jolly*

Name: Cynthia Jolly

Title: Site Development Manager

Date: 10/28/03

Site Name: Jenkins-New Directions Church

Sprint PCS Site ID #: LA59XC301-A

EXHIBIT A Page 1 of 2
TO SITE AGREEMENT

Site Description

Site located at 5870 Atlantic, situated in the City of Long Beach, County of Long Beach, State of California commonly described as follows:

Legal Description:

Lots 1, 2, 3, 4 and 5 in Block 16 of Tract 6521, in the city of Long Beach, as per map recorded in Book 69 Pages 31 and 32 of Maps, in the office of the county recorder of said county.

Lot Six (6), Block 16, Tract No. 6521, City of Long Beach, as per map recorded in Book 69, Pages 31 and 32 of Maps, Records of Los Angeles County.

Owner Initials: B.J.

Sprint PCS Initials: W.V.

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

**(Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.)*

Site Name: Jenkins-New Directions Church

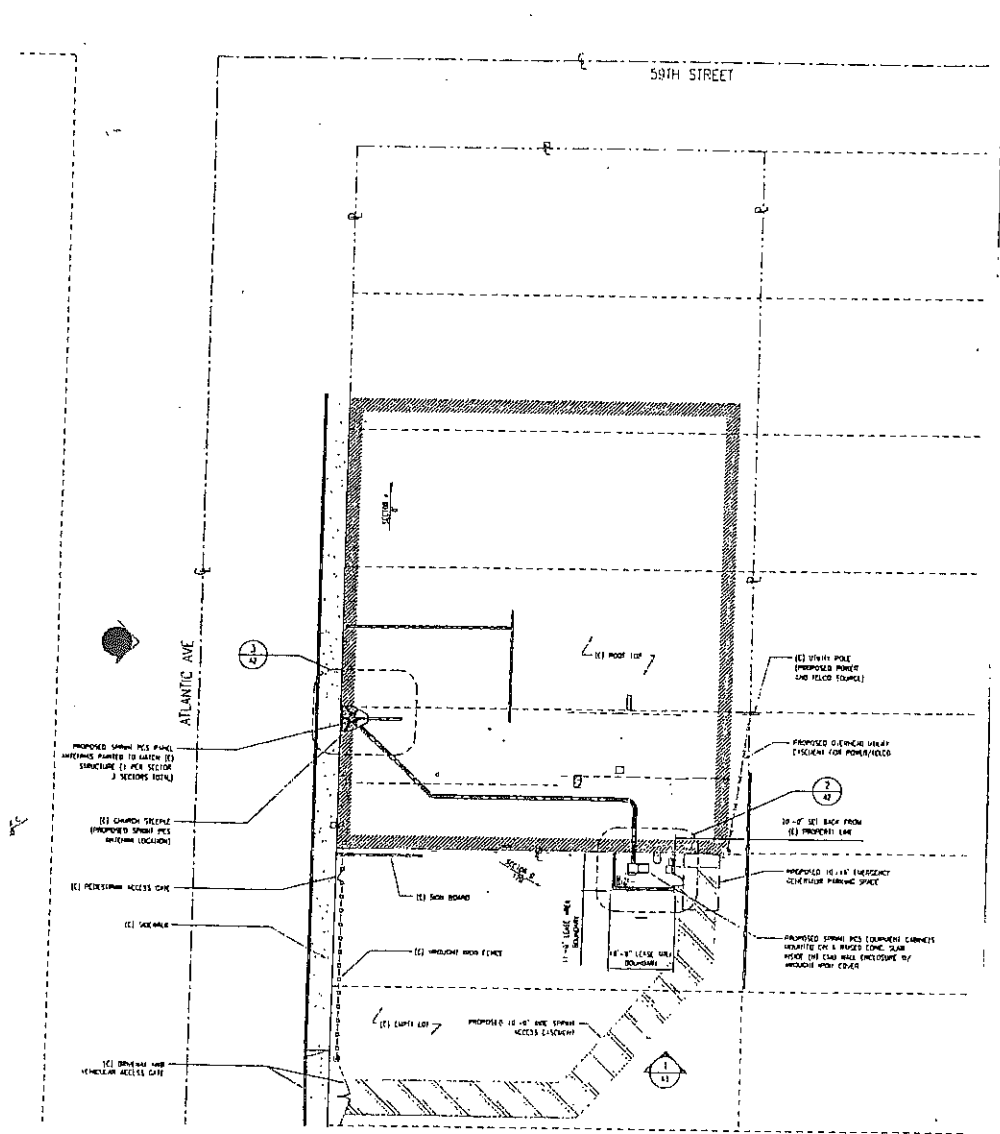
Sprint PCS Site ID #: LA59XC301-A

EXHIBIT A Page 2 of 2
TO SITE AGREEMENT

Site Description

Site located at 5870 Atlantic, situated in the City of Long Beach, County of Long Beach, State of California commonly described as follows:

Site Plan:



Owner Initials: *[Signature]*
Sprint PCS Initials: *[Signature]*

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

**[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

AFFIDAVIT-SUBSCRIBING WITNESS

State of California ()
County of Orange () ss.

On July 31, 2003 before me, **Dorothy M. Meurs**, the undersigned, a Notary Public in and for said County and State personally appeared **Courtney Schmidt**

(NAME OF SUBSCRIBING WITNESS)

personally known to me - or - proved to me on the oath/affirmation of _____, who is

(NAME OF CREDIBLE WITNESS WHO IDENTIFIES SUBSCRIBING WITNESS)

personally known to me, to be the person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposes and says that she was present and saw **Mack Jenkins** the same

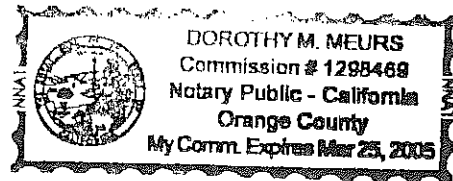
(NAME OF ABSENT PRINCIPAL SIGNER)

person described in and whose name is subscribed to the within and annexed instrument in his authorized capacity, as a party thereto, execute the same, and that said affiant subscribed his/her name to the within instrument as witness

at the request of **Mack Jenkins**

(NAME OF ABSENT PRINCIPAL SIGNER AGAIN)

WITNESS my hand and official seal.



[Handwritten Signature]
Dorothy M. Meurs

(SEAL)

AFFIDAVIT-SUBSCRIBING WITNESS

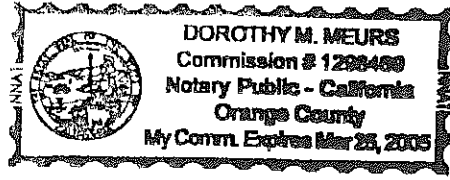
State of California ()
County of Orange (ss.)

On July 31, 2003 before me, **Dorothy M. Meurs**, the undersigned, a Notary Public in and for said County and State personally appeared **Courtney Schmidt**,
(NAME OF SUBSCRIBING WITNESS)

personally known to me - or - proved to me on the oath/affirmation of _____, who is
(NAME OF CREDIBLE WITNESS WHO IDENTIFIES SUBSCRIBING WITNESS)

personally known to me, to be the person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposes and says that she was present and saw **Bab Jenkins** the same
(NAME OF ABSENT PRINCIPAL SIGNER)
person described in and whose name is subscribed to the within and annexed instrument in her authorized capacity, as a party thereto, execute the same, and that said affiant subscribed his/her name to the within instrument as witness at the request of **Bab Jenkins**.
(NAME OF ABSENT PRINCIPAL SIGNER AGAIN)

WITNESS my hand and official seal.



Dorothy M. Meurs
Dorothy M. Meurs

(SEAL)

Site Name: Jenkins-New Directions Church

Sprint PCS Site ID #: LA59XC301-A

OPTION AGREEMENT

Owner and Sprint Spectrum L.P., a Delaware limited partnership ("Sprint PCS"), agree as follows:

1. OPTION: Owner grants to Sprint PCS the option to lease certain real property/space together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site is further described in Exhibit A to that Site Agreement attached hereto as Exhibit 1 and incorporated herein by reference (the "Agreement"). The lease of the Site upon exercise of the option will be on the terms and conditions set forth in the Agreement. Owner will execute the Agreement concurrently with its execution of this Option Agreement.

2. CONSIDERATION. Upon full execution of this Option Agreement, Sprint PCS will pay to Owner the sum of \$500.00 as consideration for the option. Owner will retain all option consideration upon expiration of the option term. If the option is exercised, all consideration received by Owner will be credited against the first payment of rent that is due under the Agreement.

3. TERM: The term of this Option Agreement is 6 months, commencing on 7/30, 2003, and will terminate at 11:59p.m. (Pacific time) on 12/30, 2003. The term of this Option Agreement may be extended by mutual written agreement.

4. EXERCISE: Notice of the exercise of the option will be given to Owner by Sprint PCS delivering a fully executed Agreement to Owner at Owner's address set forth in the Agreement. Notice will be given by either certified mail, return receipt requested, or by overnight delivery service. Notice will be deemed effective on the date that it is postmarked or received by overnight delivery service, as the case may be. The term of the Agreement will commence on the effective date of the notice.

5. ACCESS: Owner agrees to permit Sprint PCS, during the term of this Option, unrestricted ingress and egress to the Site to conduct surveys, environmental assessments, structural strength analysis, subsurface soil boring tests and all other activities as Sprint PCS may deem necessary or desirable to evaluate the Site at the sole cost of Sprint PCS.

6. PERMITS: Sprint PCS will have the right to seek governmental permits and approvals for installation of its communications facility during the term of this Option Agreement. Owner agrees to cooperate with Sprint PCS (without the obligation to incur any expense) and agrees to take all actions and join in all applications and execute all documents reasonably necessary to allow Sprint PCS to pursue applications and obtain governmental permits and approvals.

7. MEMORANDUM: On execution of this Option Agreement, Owner and Sprint PCS will execute and record in the official records of the county in which the Site is located a Memorandum of Option Agreement in the form of Exhibit 2 attached hereto and incorporated herein by reference. Sprint PCS will pay the recording cost. If Sprint PCS does not exercise its option, then Sprint PCS agrees to execute and deliver to Owner a quitclaim deed or other appropriate instrument in recordable form releasing and reconveying to Owner all rights of Sprint PCS in the Site.

8. ASSIGNMENT: Assignment of this Option Agreement by Sprint PCS may be made without notice to or consent of Owner.

9. ATTORNEYS' FEES: The prevailing party in any action or proceeding in court to enforce the terms of this Option Agreement will be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

10. ENTIRE AGREEMENT: This Option Agreement, together with the Exhibits, contains all agreements, promises and understandings between Owner and Sprint PCS pertaining to the subject matter. This Option Agreement and the performance hereof will be governed and interpreted by the laws of the state in which the Site is located.

OWNER:

Mack and Bab Jenkins,

subscribing witness

Name: Mack Jenkins
By: Bab Jenkins
Name: Bab Jenkins
Taxpayer ID: 568-24-8466
Address: 1841 S. San Gabriel
San Gabriel, CA 91776
Date: 7/30/03

See Exhibit 1A for continuation of Owner signatures

SPRINT PCS:

Sprint Spectrum L.P., a Delaware limited partnership

By: [Signature]
Name:
Title:
Date: 8/12/03

Attach Exhibit 1 - Site Agreement executed by Owner
Attach Exhibit 2 - Memorandum of Option Agreement Form