

**35549.**

## COMMUNICATIONS SITE LICENSE AGREEMENT

**T-Mobile LA33958B**

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (this "*Agreement*") is made as of this 26 day of May, 2020 (the "*Execution Date*"), by and among The City of Long Beach ("*Licensor*"), SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("*SCE*"), and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, as successor-in-interest to Omnipoint Communications Inc., ("*Carrier*"). Licensor, SCE and Carrier are sometimes hereinafter collectively referred to as the "*Parties*", and individually referred to as a "*Party*", with reference to the facts set forth below:

### RECITALS

A. Licensor is the owner of that certain real property located in the, County of Los Angeles, State of California (identified as Assessor Parcel Number 7075-002-906), as more particularly described in Exhibit "A" attached hereto (the "*Property*").

B. SCE is the owner of an easement and right of way for electrical transmission and communication purposes, which encumbers all, or a part of the Property pursuant to that certain "Agreement" recorded on September 3, 1953 in book 42614, page 258 (the "*Easement*"). A copy of the Easement is attached hereto as Exhibit "B". The area subject to the Easement is the "*Easement Area*." Nothing in this Agreement shall limit, modify, or degrade SCE's rights under these Easements.

C. SCE has constructed, among other facilities, electric transmission towers and/or poles within the Easement Area (the "*Electric Facilities*").

D. Carrier is a provider of communication services, which services require the transmission and reception of radio communication signals on various frequencies.

E. In furtherance of the provision of communication services, Carrier desires to install its communication equipment ("*Carrier's Equipment*"), on the Electric Facilities as generally described and depicted in Exhibit "C" attached hereto.

F. SCE and Carrier have entered into that certain *Master Agreement* dated October 11, 2001, as amended and that certain Standard Agreement No. 263 (the "*Standard Agreement*") (the Master Agreement and the Standard Agreement are sometimes hereinafter collectively referred to as the "*Master Agreement*"), the terms of which govern Carrier's installation of Carrier's Equipment on the Electric Facilities and on the surface of the Easement Area. Except as otherwise provided in Section 10.b below of this Agreement, in the event of any conflict between the terms or conditions of the Master Agreement and this Agreement, the Master Agreement shall govern only as to the rights and obligations of SCE and Carrier and, shall not affect the rights and obligations of Licensor under this Agreement.

G. The Licensor is willing (i) to permit the Carrier to install, operate and maintain Carrier's Equipment on the surface of the Easement Area, (ii) to permit SCE to allow Carrier to install, operate and maintain Carrier's Equipment on the Electric Facilities, (iii) to grant Carrier and SCE the right to access the Easement Area from a public right-of-way, and (iv) to permit Carrier to install utilities on the Property, which are necessary for the operation of Carrier's Equipment, all in accordance with the terms and provisions set forth in this Agreement.

Property, which are necessary for the operation of Carrier's Equipment, all in accordance with the terms and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of the above-referenced facts, the covenants of the Parties contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License. Licensor hereby issues a license to SCE and Carrier for the purposes enumerated in Recital G above, the location of which is depicted on Exhibit "C" attached hereto (the "Site"), together with the right to access the Easement Area from a public right-of-way and to install utilities necessary to operate Carrier's Equipment across the Property to the Site.

2. Use. The Site may be used by Carrier for any lawfully permitted and licensed activity in connection with the provision of communication services, including the transmission and reception of communication signals on various frequencies and the construction, maintenance, repair and operation of related communication facilities. Licensor (in its capacity as landowner only and not in its capacity as regulatory authority) agrees to cooperate with Carrier, at Carrier's sole expense, in making application for, obtaining and maintaining any and all Development Approvals (as such term is defined in Section 3 below), required by or from any Government Agency (as such term is defined in Section 3 below), in connection with Carrier's intended use of the Site.

3. Conditions Precedent; Subsequent. The effectiveness of this Agreement and each Party's rights and obligations hereunder are subject to and expressly conditioned upon satisfaction of all of the following:

a. Carrier having and maintaining throughout the Term and each Renewal Term (as such terms are defined in Section 4 below): (i) a license from the Federal Communications Commission ("FCC"); and (ii) any and all necessary certificates, permits, approvals, licenses, reviews or inspections (collectively, the "Development Approvals"), required by or from any local, state or federal agency, municipality, department, commission, bureau or instrumentality of any of the foregoing having jurisdiction over the Property (each, a "Government Agency"), in connection with the construction and operation of Carrier's Equipment on the Site; and

b. Carrier and SCE having entered into the Standard Agreement.

4. Term. The initial term of this Agreement (the "Term"), shall be five (5) years commencing on the earlier of the following two dates to occur (the "Commencement Date"): (i) the first day of the month following written notice to Licensor by Carrier of Carrier's intent to commence construction of Carrier's Equipment on the Site, or (ii) the first day of the month following the date which is twelve (12) months after the Execution Date. Subject to Section 3 above and Section 10 below: (a) SCE and Carrier shall have the right to extend the Term of this Agreement for three (3) additional five (5) year terms (each, a "Renewal Term"), on the same terms and conditions set forth herein; and (b) this Agreement shall automatically be extended for each successive Renewal Term unless Carrier or SCE notifies Licensor of such Party's intention not to extend this Agreement at least sixty (60) days prior to the expiration of the Term or the then current Renewal Term. This Agreement shall not be revocable and may not be terminated except as otherwise expressly provided herein.

5. License Fee.

a. Payment. Licensor and Carrier agree that, no later than thirty (30) days after the Commencement Date, and on every anniversary of the Commencement Date during the Term and each Renewal Term (each, a "**Payment Date**"), the Carrier shall pay Licensor an annual license fee in the amount of Eighteen Thousand and 00/100 Dollars (\$18,000.00) (the "**License Fee**"), adjusted in accordance with Section 5.b below.

In the event this Agreement is terminated in accordance with Section 10.a (i), (iii) or (iv) below Licensor agrees to refund to Carrier the pro-rata portion of the annual License Fee paid for the unused portion of the remaining year (unless the termination is due to a default by Carrier).

b. Rent Adjustment. Licensor and Carrier agree that the License Fee shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to the amount of the annual installments of rent payable during the preceding year increased by four percent (4%).

6. Improvements.

a. During the Term or any Renewal Term, Carrier and SCE shall have the right, at no cost to Licensor, to construct, maintain, repair and operate Carrier's Equipment and other necessary related facilities, including without limitation, an equipment shelter, cabinets, equipment racks, cables, conduits, generators, radios, antennae, antenna support structures (collectively, the "**Communication Facilities**"), on the Site and on the Electric Facilities, as generally shown on Exhibit "C" attached hereto.

b. In connection therewith, SCE and/or Carrier (as applicable), shall have the right to do all work necessary to prepare, add to, maintain and alter the Site and the Electric Facilities for the Communication Facilities, including the installation of utility lines and transmission lines on the Property and connecting antennas to transmitters and receivers. All construction and installation work shall be performed at no cost to Licensor, by licensed and bondable contractors, in a good and workmanlike condition and shall not materially interfere with Licensor's then existing facilities and operations on the Property. Title to the Communication Facilities shall be held by Carrier.

c. Within ninety (90) days following the cancellation, expiration or earlier termination of this Agreement, Carrier shall remove, or shall cause the removal of (at no cost to Licensor), all of Carrier's Equipment placed on the Site and on the Electric Facilities and shall demolish and remove all foundations to three (3) feet below grade level, fill all excavations, return the surface to grade and leave the Site in a neat and safe condition, free from any debris or hazards (reasonable wear and tear and damages due to causes beyond the control or without the fault or neglect of SCE and/or Carrier excepted).

d. Carrier shall have the right to install utilities and to improve any existing utilities on or near the Site (at Carrier's sole cost and expense). Any encroachment necessary for such utility service will be at a location reasonably acceptable to Licensor and the servicing utility.

e. Carrier shall fully and promptly pay for all utilities furnished to the Site for its use throughout the Term and any Renewal Term, and all other costs and expenses incurred as a result of Carrier's use, operation, repair and maintenance of the Site pursuant to this Agreement.

7. Access.

a. Carrier and Carrier's employees, representatives, affiliates, invitees, agents, consultants, contractors and subcontractors (collectively, "*Carrier's Related Parties*"), shall have the right, but not the obligation, to enter the Site prior to the Commencement Date, for the purpose of making engineering surveys, inspections and tests, to determine the suitability of the Site for Carrier's Equipment. During any such pre-construction evaluation and any subsequent entry onto the Property during the Term or any Renewal Term of this Agreement, Carrier and Carrier's Related Parties shall: (i) have insurance, as set forth in Section 13 below; (ii) notify Licensor of any proposed construction work; and (iii) coordinate the scheduling of same with Licensor and SCE. If Carrier determines that the Site is unsuitable for Carrier's contemplated use, then Carrier shall notify Licensor and SCE and this Agreement shall terminate in accordance with Section 10a(ii) below. Licensor does not warrant or guarantee the suitability of the Site for Carrier's intended use.

b. Licensor shall provide SCE, Carrier and Carrier's Related Parties with access to the Site twenty-four (24) hours a day, seven (7) days a week, at no additional charge. Licensor hereby represents and warrants it has full rights of ingress and egress to the Easement Area from a public right of way, and hereby grants such rights to SCE, Carrier and Carrier's Related Parties, to the extent required to construct, maintain, install, repair and operate the Communication Facilities, in accordance with this Agreement.

8. Interference.

a. Carrier shall operate Carrier's Equipment in a manner that will not cause unreasonable signal interference to communication equipment operated by Licensor and other previously authorized users of the Site, as such equipment is configured at the time Carrier's Equipment is installed. In the event such signal interference should occur, all costs to remedy such interference shall be borne by Carrier. Any communication system operations, operating in the same manner as of the time of installation of Carrier's Equipment, shall not be deemed to be an interference to Carrier. All operations by Carrier shall be in compliance with all applicable federal, state and local non-interference regulations including, but not limited to, those of the FCC.

b. Subsequent to the installation of Carrier's Equipment, Licensor shall not permit the use of the Site in a manner that interferes with the communications operations of Carrier as described in Section 2 above.

c. The Parties hereby acknowledge and agree that any continuing interference to Carrier's communication system operations will cause injury to Carrier and SCE, and therefore, Carrier and SCE shall each have the right (in addition to any other remedy available at law and/or in equity), to bring action to enjoin such interference and/or terminate the Agreement pursuant to Section 10.a(i) below.

9. Taxes. This Agreement may create a taxable property interest in the Site. Licensor shall not be responsible for any personal property taxes, possessory interest taxes and assessments attributable to Carrier's Equipment, levied by any Government Agency, as a result of this Agreement.

10. Termination.

a. This Agreement may be terminated as follows:

- (i) By any Party upon a default of any covenant, condition or term herein by any other Party, which default is not cured within thirty (30) days of receipt of written notice of default. No default will be deemed to exist if the Party claimed to be in default has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence;
- (ii) By SCE or Carrier prior to the Commencement Date, for any reason or for no reason, provided the terminating Party delivers written notice of early termination to Licensor no later than thirty (30) days prior to the Commencement Date and forfeits and/or pays to Licensor One Thousand and 00/100 Dollars (\$1,000.00), for reimbursement of costs of document preparation and administrative time associated with this Agreement;
- (iii) By SCE or Carrier after the Commencement Date, for any reason or for no reason, provided the terminating Party delivers written notice of early termination to Licensor no later than sixty (60) days prior to such termination; and
- (iv) By Licensor, upon thirty (30) days written notice to Carrier, should the signal from Carrier's Equipment materially interfere, as objectively determined by a qualified independent engineer, with Licensor's normal and customary operation and maintenance of its facilities in place and operating as of the Commencement Date, provided, however, Licensor has first given Carrier written notice of such interference and Carrier is unable to correct or cease such interference within thirty (30) days after receipt of written notice of such interference.

b. Notwithstanding anything to the contrary in the Master Agreement or Standard Agreement, Carrier and SCE agree that the Standard Agreement shall automatically terminate upon termination of this Agreement. Without limiting SCE's rights and remedies under this Agreement or the Master Agreement, so long as the Standard Agreement is in effect, SCE shall exercise its right to renew the Term of this Agreement for each Renewal Term, and shall not terminate this Agreement, subject to Section 3 above.

11. Destruction or Condemnation.

a. If the Site or the Communication Facilities are damaged, destroyed or condemned, Carrier and SCE may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to Licensor no later than forty-five (45) days following the date of such damage, destruction or condemnation, and all rights and obligations of the Parties that do not survive a termination of this Agreement shall be deemed to cease as of the date of the damage, destruction or condemnation. If Carrier and SCE choose not to terminate this Agreement, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement in Carrier's use of the Site.

b. In any condemnation proceeding, each Party shall be entitled to make a claim against the condemning authority for just compensation.

12. Assignment and Subletting.

a. Licensor may assign, sublet or otherwise transfer all or a part of its rights and/or obligations under this Agreement upon written notice to SCE and Carrier, provided, however, Licensor notifies SCE and Carrier (in a writing delivered to SCE and Carrier), that Licensor intends to assign its rights and/or obligations under this Agreement. In the event of an assignment or transfer of all or a portion of this Agreement pursuant to this Section 12.a, Licensor and Licensor's successors and assigns, shall be bound by all of the terms, conditions and obligations contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder. Notwithstanding and without limiting the foregoing, in the event such assignee or transferee has acquired fee title to the Property and such assignee or transferee expressly agrees (in writing), to assume and perform all of the terms, conditions and obligations of this Agreement on Licensor's part to be performed, Licensor shall be discharged from all of the obligations of Licensor hereunder.

b. SCE and Carrier may assign, sublet or otherwise transfer all or any part of their interest in this Agreement, the Site or the Communication Facilities to any of their respective members, partners, parent firms, subsidiaries, or affiliates or to any entity which acquires all or substantially all of Carrier's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization, subject to any such assignee or transferee agreeing in writing to assume and perform all of the terms, conditions and obligations of this Agreement on SCE's or Carrier's part to be performed. Any other assignment shall require Licensor's prior written approval, which approval shall not be unreasonably withheld or delayed. Upon assignment by SCE and/or Carrier (as applicable), in accordance with this Section 12, such assignor shall be relieved of all liabilities and obligations hereunder.

13. Insurance. Prior to entry onto the Property pursuant to Section 7.a, above, by Carrier shall deliver to Licensor a certificate or certificates showing that Carrier has in force all of the following insurance coverage policies:

a. Workers' Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) each accident/disease/policy limit;

b. Commercial General Liability Coverage in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000.00) general aggregate product/completed operations. Such insurance shall (i) include Licensor, its officers and employees as an additional insured as their interest may appear under this Agreement; (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Licensor; and (iii) contain standard cross-liability provisions; and

c. Commercial Automobile Insurance Coverage with a combined single limit of One Million Dollars (\$1,000,000.00), each accident for bodily injury and property damage covering all owned, non-owned, and hired automobiles. Such insurance shall include Licensor, its officers and employees as additional insured as their interest may appear under this Agreement

d. The coverages and limits set forth in this Section 13, may be obtained and

maintained through any combination of primary and excess or umbrella liability insurance or by endorsement to any master policy of insurance; and

e. Carrier may meet the requirements of this Section by self-insurance. If Carrier elects self-insurance, Carrier shall provide Licensor annually with a certificate of self-insurance from the State of California.

14. Indemnification.

a. Carrier shall indemnify, defend and hold harmless Licensor, and Licensor's parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns (collectively, "*Licensor's Related Parties*"), from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from a breach of any of Carrier's obligations, duties, representations or warranties contained in this Agreement or from the negligent act or omission by Carrier or Carrier's Related Parties, subject to Section 14.e below.

b. The obligations of Carrier under this Section 14 shall arise at such time, if any, that a claim is made or a loss is incurred by Licensor, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of Carrier hereunder.

c. Carrier shall promptly notify Licensor and SCE of the existence of any matters to which Carrier's indemnity obligations may apply. Upon demand by Licensor, Carrier shall defend at its own expense (with mutually acceptable counsel), any such matter, provided, however, that Licensor shall at all times have the right to reasonably consent to any settlement or compromise.

d. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF ANOTHER PARTY'S CUSTOMERS, GOOD WILL, REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

e. Notwithstanding the foregoing, this indemnification shall not apply to matters to the extent arising or resulting from the acts or omissions of Licensor's or Licensor's Related Parties.

f. Licensor shall indemnify, defend and hold harmless Carrier, and Carrier's parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, to the extent arising from a breach of any of Licensor's obligations, duties, representations or warranties contained in this Agreement or from the negligent act or omission by Licensor or Licensor's Related Parties. Notwithstanding the foregoing, this indemnification shall not apply to matters to the extent arising or resulting from the acts or omissions of Carrier's or Carrier's Related Parties.

15. Safety and Environmental Protection. Carrier shall operate and maintain the Site and Communication Facilities and shall cause Carrier's Related Parties to operate and maintain Carrier's Equipment so as to avoid injury or damage to any person or property.

In carrying out its work, Carrier and Carrier's Related Parties shall at all times, exercise all precautions reasonably necessary for the safety and environmental protection of the Site, and shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including those of the State of California, Division of Industrial Relations (Cal/OSHA), Cal/EPA, US/EPA and the U.S. Department of Transportation.

Carrier and Carrier's Related Parties shall not use the Site to generate, manufacture, refine, transport, treat, store, handle, recycle, release or dispose of any "Hazardous Materials", other than as reasonably necessary for Carrier's activities under this Agreement. For purposes of this Agreement, the term "*Hazardous Materials*" means any hazardous substance, material or waste, including but not limited to those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists of lists or petroleum products and their derivatives.

However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the Site is contemplated by this Agreement.

Carrier shall immediately notify Licensor in writing upon becoming aware of any release of Hazardous Materials caused by or known to Carrier, or any violation of any environmental law or actions brought by third parties against Carrier alleging environmental damage.

a. Carrier shall post a sign, in letters no greater than ½ inch in height (unless otherwise required by law), permanently affixed to Carrier's Equipment, which identifies the responsible party to notify in case of emergency or maintenance.

b. Licensor represents that neither Licensor nor, to Licensor's actual knowledge, any third party, has used, generated, stored, treated or disposed of any Hazardous Materials (as such term is defined in this Section 16), on the Property.

16. Notices. Any notice, demand or payment required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below (Any such notice, demand or payment given in accordance with this Section 15 shall be effective upon actual receipt or refusal as shown on the receipt obtained in connection with the delivery of such notice, demand or payment):

<u>Licensor:</u>	<u>SCE:</u>	<u>Carrier:</u>
City of Long Beach	Southern California Edison Co.	T-Mobile USA, Inc.
333 W. Ocean Blvd.,	2 Innovation Way	12920 SE 38 <sup>th</sup> Street
3rd Floor	Pomona, CA 91768	Bellevue, WA 98006
Long Beach, CA 90802	Attn: Real Properties	Attn: Lease Compliance

17. Attorney's Fees. In the event legal action by any Party is brought to enforce any term of this Agreement, to recover damages for any breach thereof or to determine any rights of the Parties under this Agreement, the prevailing Party in such action(s) may recover reasonable attorneys' fees to be fixed by the court.

18. Miscellaneous.



a. This Agreement constitutes the entire agreement and understanding among the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by each Party hereto.

b. If any provision of this Agreement is invalid or unenforceable with respect to a Party or Parties, the remainder of this Agreement or the application of such provision to any other Party or Parties (as applicable), other than Party or Parties to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties.

d. This Agreement shall be interpreted in accordance with the laws of the State of California.

e. In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under this Agreement, such Party shall not unreasonably delay or withhold its approval or consent.

f. Carrier shall give all notices required by applicable law and shall comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of Carrier and Carrier's Related Parties on the Site. Carrier shall be liable for all violations of the law arising in connection with Carrier's and/or Carrier's Related Parties' activities pursuant to this Agreement.

g. All Exhibits attached hereto are material parts of this Agreement.

h. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

**LICENSOR:**

**The City of Long Beach, Property Owner**

By: Rebecca H. Garner  
[Name]

By: \_\_\_\_\_  
[Name]

Date: 6/9/2020

**SCE:**

**SOUTHERN CALIFORNIA EDISON CO.,** a California corporation

By: [Signature]  
Efriam Miranda, Real Properties

Date: 1/30/19

**CARRIER:**

**T-Mobile West LLC,** a Delaware limited liability company,

Name: [Signature]  
Martha Ventura  
VP, Engineering & Operations  
Title: \_\_\_\_\_

Date: 01/25/19

APPROVED AS TO FORM  
2-27, 2019  
CHARLES PARKIN, City Attorney  
By [Signature]  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**ALAMITOS-CENTER & ALAMITOS-LIGHTHIPE M3-T4**

**SITE REFERENCE NO. LA33958**

**LEGAL DESCRIPTION OF SCE PROPERTY AND THE LOCATION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. DESCRIBED AS FOLLOWS:

LOTS 38, .39 AND 62 OF TRACT NO. 10548 IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA., AS PER MAP RECORDED IN BOOK 174, PAGES 15 TO 23 INCLUSIVE. OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION LYING WITHIN PARCEL 5 OF THE DEED TO STATE OF CALIFORNIA, RECORDED AUGUST 28, 1954 AS INSTRUMENT NO. 1483, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED 50 PERCENT INTEREST OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN, UNDER AND/OR THAT MAY BE PRODUCED FROM SAID LAND OR ANY PART THEREOF PROVIDED HOWEVER, THAT SUCH EXCEPTION AND SUCH EXCEPTION RESERVATION SHALL NOT ENTITLE THE GRANTOR, ITS SUCCESSORS OR ASSIGNS, TO ANY USE OF OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND. FOR THE PURPOSE: OF DRILLING FOR OR PRODUCING OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY BIXBY LAND COMPANY, IN DEED RECORDED IN BOOK 19518 PAGE 73. OFFICIAL RECORDS.

**EXHIBIT "B"**

**GRANT OF EASEMENT**

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## EXHIBIT "B"

RIGHT OF WAY EASEMENT

135324

WESTERN PROJECTS CORPORATION, a corporation, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", those permanent and exclusive easements and rights of way to construct, reconstruct, maintain, operate, enlarge, improve, remove, repair and renew five (5) electric transmission lines consisting of steel towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other appurtenances connected therewith, convenient and necessary for the construction, maintenance, operation, regulation, control and grounding of electric transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electric energy, and the easements and rights of way to lay, construct, reconstruct, use, maintain, operate, repair, replace, renew and remove pipe lines and appurtenances thereto, for the transportation of oil, petroleum, gas, water, or other substances, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the Grantee, and the right and easement to construct, reconstruct, maintain and operate the same, and the right to clear and keep clear said easements and the real property affected thereby, free from explosives, buildings, structures, trees, brush and inflammable materials, for the protection from fire and other hazards; in, under, on, over and across that certain real property, hereinafter referred to as "right of way", in the County of Los Angeles, State of California, described as follows:

Those portions of Lots 38, 39, 40, 41 and 42 of Tract No. 10548, as per map recorded in Book 174, pages 15 to 23, inclusive, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the Northerly line of said Lot 38 with a line that is parallel with and 300 feet Easterly, measured at right angles, from the Westerly line of said Lot 38; thence South  $06^{\circ} 56' 50''$  East, along said parallel line and its Southerly prolongation, 3721.68 feet, more or less, to the Northerly prolongation of a line that is parallel with and 300 feet Easterly, measured at right angles, from that certain course in the Westerly boundary line of said Lot 42 which is shown on said map of Tract No. 10548 as having a bearing of South  $2^{\circ} 22' 35''$  East, and a length of 2342.77 feet; thence South  $02^{\circ} 22' 35''$  East, along said Northerly prolongation and along said last mentioned parallel line, 2605.56 feet, more or less, to a point in the South line of said Lot 42; thence North  $89^{\circ} 47' 35''$  West, along said South line, 300.31 feet, more or less, to the Southwest corner of said Lot 42; thence North  $02^{\circ} 22' 35''$  West, along the Westerly line of said Lot 42, a distance of 2342.77 feet to the beginning of a curve concave Westerly, partly in the Westerly boundary of said Lot 42 and partly in



5. Grantor, its successors or assigns, shall have the right to cultivate the land within the right of way for any and all crops which may be grown thereon, provided such use shall not interfere with the rights herein granted to the Grantee, its successors or assigns. In case the Grantor, its successors or assigns, shall grow orchard or other trees within the limits of said right of way, it or they shall not permit the same to attain a height in excess of 18 feet above the surface of the ground, and in case any such trees shall grow taller than said height, then the Grantee, its successors or assigns, shall have the right to trim the same in order to maintain said height as a maximum.

6. The Grantor grants to the Grantee, its successors and assigns, the right to trim or top and to keep trimmed or topped any and all trees on the lands of the Grantor adjacent to said right of way for a distance of 75 feet from the exterior lines of the right of way, to such heights as in the judgment of the Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric transmission lines, but at no point outside the right of way to a height less than 50 feet.

7. Said pipe lines shall be laid so that the tops thereof shall be at least Forty-eight (48) inches below the surface of the ground. Grantee agrees to pay for any damage to Grantor's crops, vines, or fences which may be caused by Grantee hereunder; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid. The award of such three persons, or any two of them, shall be final and conclusive.

8. Any use hereinabove permitted to be made of the surface of said right of way by the Grantor, its successors or assigns, shall be so exercised as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

9. It is understood and agreed that the grant of this Easement does not convey to the Grantee any right, title or interest in any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way or otherwise, but that the Grantor, its successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as not to endanger or interfere with the structures erected or installed by the Grantee or with the operation of the electric transmission lines or pipe lines of the Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said above described land, and will not construct, place or maintain, or permit to be constructed, placed or maintained within one hundred (100) feet of the Easterly and Westerly boundary lines of said above described land, or on any other land owned by the Grantor, its successors or assigns, within one hundred (100) feet of the exterior boundary lines of said above described land, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure for use in connection with the prospecting for, developing, extracting and/or refining of oil, gas, petroleum and/or other mineral or hydrocarbon substances.

the Westerly boundary line of said Lot 41, said curve being shown on said map as having a radius of 5945.36 feet and a length of 474.30 feet; thence Northerly along said curve, to the end thereof; thence continuing along the Westerly boundary line of said Lot 41 and along the Westerly lines of said Lots 40, 39 and 38, North 06° 56' 50" West, 3621.42 feet to the Northwest corner of said Lot 38; thence South 70° 32' 10" East, along the said Northerly line of Lot 38, a distance of 334.96 feet, more or less, to the point of beginning.

It being understood and agreed that the minimum distance along said right of way between the towers comprising a steel tower line shall be one thousand (1000) feet and that the minimum distance along said right of way between the poles comprising a pole line shall be two hundred and fifty (250) feet.

1. The Grantee shall have the right of ingress to and egress from said above described right of way from any and all public roads and highways abutting upon or adjoining any portion of said right of way, and at the northerly and southerly termini of said right of way, for the uses and purposes and the exercising of the rights herein granted. Said right of entry to and travel on said right of way may be exercised by trucks, automobiles or other vehicles or by foot as may suit the convenience of Grantee.

2. The Grantor reserves the right to construct, maintain and use underground water and drainage pipe lines in and under, and roads over and across, the land described in this easement provided the exercise of such rights do not interfere with or endanger the operation and maintenance of the electric transmission lines and the pipe lines of the Grantee.

3. Grantee shall have the right to install and to use gates in any fences which are now or may be hereafter constructed on, or along the boundaries of, said right of way, for the purpose of permitting convenient entry to and travel on said right of way, provided that said right shall not be construed to enlarge Grantee's right of ingress to and egress from said right of way as hereinabove set forth. Any such gates which are installed by Grantee shall be locked with Grantee's locks, and also, if the Grantor so desires, may be locked with the Grantor's locks in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by the Grantor and used by the Grantee shall be locked also by the Grantee's locks so that either can lock or unlock the gates.

4. Grantee shall have the right to make such surface cuts within said right of way as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric transmission lines. Grantor, its successors or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way, or so near thereto as to constitute, in the opinion of the Grantee, its successors or assigns, a menace or danger to said electric transmission lines.



10. It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said Grantee.

TO HAVE AND TO HOLD the above mentioned easements and rights unto said SOUTHERN CALIFORNIA EDISON COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, said WESTERN PROJECTS CORPORATION has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary, thereunto duly authorized, this 30 day of July, 1953.

WESTERN PROJECTS CORPORATION,

By R. C. Foreman  
President

By Erna Neuman  
Secretary

STATE OF CALIFORNIA, ss.,  
COUNTY OF Los Angeles

On this 30<sup>th</sup> day of July, 1953, before me, a Notary Public in and for said County and State, personally appeared R. C. Foreman, known to me to be the President and Erna Neuman, known to me to be the Secretary of WESTERN PROJECTS CORPORATION, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Michael E. Lewis  
Notary Public in and for said County and State.

My Commission Expires Mar. 30, 1958

[Signature]  
APPROVED AS TO FORM  
BRUCE BENWICK  
July 30, 1953 Attorney

103

RECORDED AT REQUEST OF  
FIDELITY INSURANCE & TRUST CO.  
SEP 9 1953 AT 11 AM  
BOOK 42614 PAGE 258  
IN OFFICIAL RECORDS  
COUNTY OF LOS ANGELES  
CALIFORNIA  
RECORDED AT REQUEST OF  
FIDELITY INSURANCE & TRUST CO.

**EXHIBIT "C"**

**THE SITE & COMMUNICATION FACILITIES**

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# EXHIBIT "C"

**T-Mobile**  
T-MOBILE WEST LLC

THIS DOCUMENT IS PREPARED BY THE ENGINEER OR ARCHITECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OR ARCHITECT.

**INFRASTRUCTURE**  
AEC-CO - 10 - 1st - 1st - UT  
200 MAIN STREET, SUITE 200  
SAN DIEGO, CA 92101

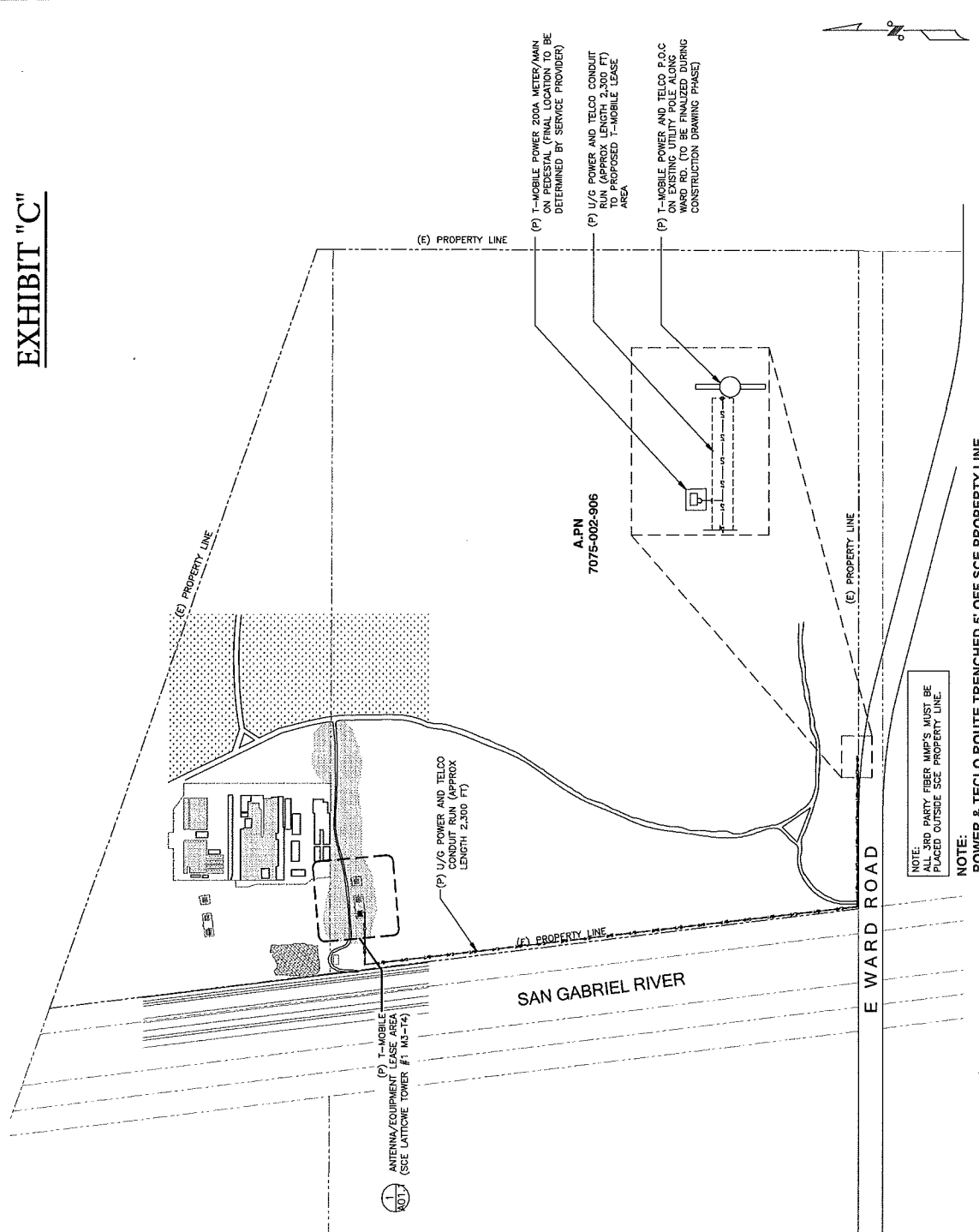
**SITE NUMBER:**  
LA339588B  
**SITE NAME:**  
EL DORADO MODEL  
AIRPLANE FIELD  
NO E. WARDLOW ROAD  
AND E.O. STEVELY STREET  
LONG BEACH, CA 90808

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100	08/14/17	100% 2D REVISION PER SIZE

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SHEET TITLE  
**OVERALL SITE PLAN**

SHEET NUMBER  
**A01**

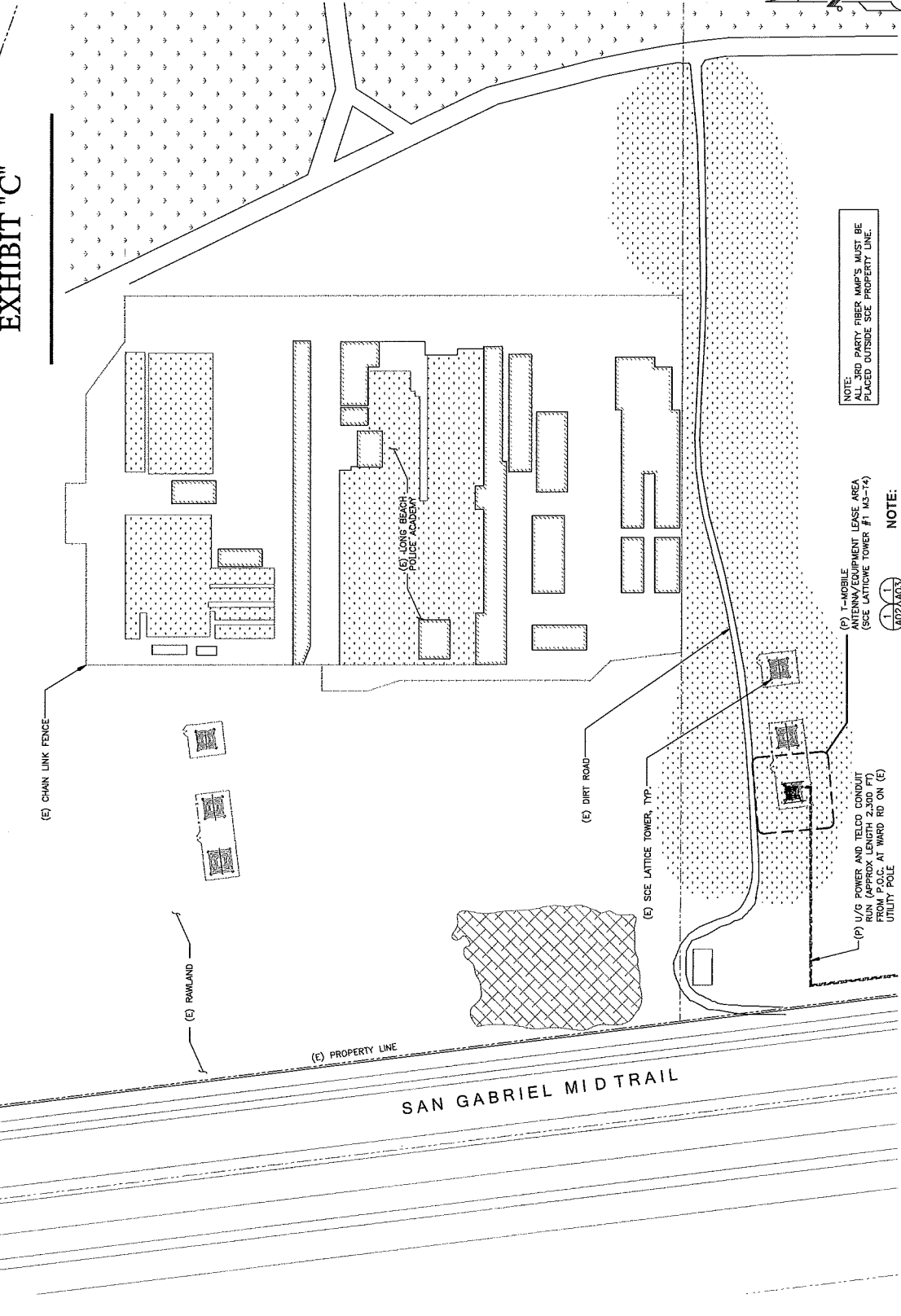


24" X 36" SCALE: 1" = 200'-0"  
11" X 17" SCALE: 1" = 400'-0"

NOTE:  
ALL 3RD PARTY FIBER MPP'S MUST BE PLACED OUTSIDE SCE PROPERTY LINE.

OVERALL SITE PLAN

# EXHIBIT "C"



NOTE:  
ALL 3RD PARTY FIBER MAPS MUST BE  
PLACED OUTSIDE SCE PROPERTY LINE.

(P) T-MOBILE  
ANTENNA/EQUIPMENT LEASE AREA  
(SEE LATTICE TOWER #1 M3-14)

(P) U/G POWER AND TELCO CONDUIT  
RUN (APPROX LENGTH 2,300 FT)  
FROM P.O.C. AT WARD RD ON (E)  
UTILITY POLE

NOTE:  
POWER & TELCO ROUTE TRENCHED 5' OFF SCE PROPERTY LINE

**T-Mobile**  
T-MOBILE WEST LLC

THIS DOCUMENT IS THE PROPERTY OF T-MOBILE WEST LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF T-MOBILE WEST LLC.

**INFRASTRUCTURE**  
AZ - CA - CO - ID - MI - MN - NY - UT  
2000 MAIN STREET, SUITE 200  
IRVINE, CA 92614

**SITE NUMBER:**  
LA33958B  
**SITE NAME:**  
EL DORADO MODEL  
AIRPLANE FIELD  
NO E. WARDLOW ROAD  
AND EGO STEVELY STREET  
LONG BEACH, CA 90808

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199	02/15/31	ISSUED FOR PERMITS
200	03/15/31	ISSUED FOR PERMITS

THIS IS A REDUCTION OF A PLAN FOR ANY PERSONS, UNLESS A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT HAS REVIEWED AND APPROVED THIS DOCUMENT.

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
A01.1

24" X 36" SCALE: 1" = 30'-0"  
11" X 17" SCALE: 1" = 100'-0"

ENLARGED SITE PLAN