

FIRST AMENDMENT TO AMENDED AND RESTATED COMMUNICATIONS

SITE LEASE NO. 24384

24384

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE NO. 24384 (this "Amendment") is made and entered into as of August 20, 2019, (for reference purposes only, the "Effective Date"), by and between the CITY OF LONG BEACH, a municipal corporation ("City"), pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting of August 20, 2019, and LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership doing business as VERIZON WIRELESS ("Lessee").

WHEREAS, on November 8, 1995, City and Los Angeles SMSA Limited Partnership executed Lease No. 24384, as amended, wherein the City agreed to lease property to Lessee for the purpose of operating a communications facility; and

WHEREAS, the real property described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference is owned by the City of Long Beach; and

WHEREAS, Lessee's proposal for the continued operation of a communications facility and related equipment and structures ("Tower Facility") was approved by implementation and City is willing to permit Lessee to continue to operate the Tower Facility on the terms, covenants and conditions set forth in this Amendment and the Amended and Restated Communications Site Lease No. 24384; and

WHEREAS, on September 10, 2013 the parties amended and restated Communications Site Lease No. 24384 to clarify issues within the Lease and extend the term; and

WHEREAS, the Initial Term in the Amended and Restated Communications Site Lease No. 24384 was for ten (10) years ("Initial Term"), commencing on July 1, 2012

ATC Site No: 300681
PV Code 205/ VzW Contract No: 34371
Site Name: Alamitos Channel

1 (Commencement Date”) through June 30, 2022; and

2 WHEREAS, the Lessee may extend the term of Communications Site
3 Lease No. 24384 for one (1) additional period of five (5) years (“Renewal Term”) by
4 giving City written notice of the intent to extend the term at least six (6) months prior to
5 the end of the Initial Term (“Extension Notice”); and

6 WHEREAS, the Lessee provided the City an Extension Notice at least six
7 (6) months prior to the end of the Initial Term; and

8 WHEREAS, the parties now desire to extend the term of Communications
9 Site Lease No. 24384; and

10 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
11 conditions herein contained, the parties agree as follows:

12 1. Section 3.A. of the Amended and Restated Communications Site
13 Lease No. 24384 is hereby amended to read as follows:

14 “3. TERM:

15 A. This Lease shall be for a term of fifteen (15) years (“Initial
16 Term”), commencing on July 1, 2012 (“Commencement Date”) through June 30,
17 2027. Lessee shall have the option to extend the Lease for six (6) additional five
18 (5) year renewal options (“Renewal Term”) by giving City written notice of the
19 intent to extend the term at least six (6) months prior to the end of Initial Term or
20 Renewal Term (“Extension Notice”). Notwithstanding the foregoing, either party
21 may terminate this Lease at any time without any penalty or further liability as
22 follows:

23 i. By either party upon a default of any covenant or term
24 hereof by the other party which default is not cured within thirty (30) days of
25 receipt of written notice of default (without, however, limiting any other
26 rights available to the parties in law or equity); provided, that if the

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defaulting party commences efforts to cure the default within such period and diligently pursues such cure to completion within one hundred eighty (180) days, the non-defaulting party shall no longer be entitled to declare a default;

ii. Upon one hundred eighty (180) days' written notice by Lessee to City if Lessee is unable to obtain, maintain, renew or reinstate any agreement, permit or other Governmental Approvals (defined below) necessary to the construction and operation of the Tower Facilities or to Lessee's permitted use; or

iii. Upon one hundred eighty (180) days' written notice from Lessee to City if the Site is or becomes unsuitable, in Lessee's sole, but reasonable judgment for use as a wireless communications facility by Lessee or by Lessee's licensee(s) or sublessee(s)."

2. Section 5. of the Amended and Restated Communications Site Lease No. 24384 is hereby amended and restated to read as follows:

"5. RENT:

A. Within thirty (30) days of full execution of the Amended and Restated Communications Site Lease No. 24384 in 2013, Lessee paid the City an initial rent payment of Forty Thousand and No/100 Dollars (\$40,000.00). Beginning on July 1, 2013, Lessee shall pay Thirty Thousand and No/100 Dollars (\$30,000.00) per year (the \$30,000 payment shall be hereinafter referred to as "Annual Rent"). Thereafter, Annual Rent shall be payable in advance on July 1 of each Lease Year.

B. Within sixty (60) days of the full execution of this First Amendment to the Amended and Restated Communications Site Lease No. 24384, Lessee will pay to City a one-time payment of Sixty-Thousand Dollars

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1 (\$60,000.00) ("One-Time Payment").

2 C. Annual Rent shall be adjusted as of the first (1st) day of the
3 third (3rd) Lease Year (July 1, 2014) and each Lease Year thereafter during the
4 Initial Term and Renewal Term. The phrase "Lease Year" shall mean that twelve
5 (12) consecutive calendar month periods commencing on the Commencement
6 Date and each anniversary thereafter. Annual Rent during the Initial Term and
7 Renewal Term shall be as follows:

8
9 Revised Initial Term

10	• July 1, 2012	\$40,000.00
11	• July 1, 2013	\$30,000.00
12	• July 1, 2014	\$30,900.00
13	• July 1, 2015	\$31,827.00
14	• July 1, 2016	\$32,781.81
15	• July 1, 2017	\$33,765.26
16	• July 1, 2018	\$34,778.22
17	• July 1, 2019	\$35,821.57
18	• July 1, 2020	\$36,896.22
19	• July 1, 2021	\$38,003.10
20	• July 1, 2022	\$39,143.20
21	• July 1, 2023	\$40,317.49
22	• July 1, 2024	\$41,527.02
23	• July 1, 2025	\$42,772.83
24	• July 1, 2026	\$44,056.01

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First Renewal Term

• July 1, 2027	\$45,377.69
• July 1, 2028	\$46,739.02
• July 1, 2029	\$48,141.19
• July 1, 2030	\$49,585.43
• July 1, 2031	\$51,072.99

Second Renewal Term

• July 1, 2032	\$52,605.18
• July 1, 2033	\$54,183.34
• July 1, 2034	\$55,808.84
• July 1, 2035	\$57,483.10
• July 1, 2036	\$59,207.60

Third Renewal Term

• July 1, 2037	\$60,983.82
• July 1, 2038	\$62,813.34
• July 1, 2039	\$64,697.74
• July 1, 2040	\$66,638.67
• July 1, 2041	\$68,637.83

Fourth Renewal Term

• July 1, 2042	\$70,696.97
• July 1, 2043	\$72,817.87
• July 1, 2044	\$75,002.41
• July 1, 2045	\$77,252.48
• July 1, 2046	\$79,570.06

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Fifth Renewal Term

• July 1, 2047	\$81,957.16
• July 1, 2048	\$84,415.87
• July 1, 2049	\$86,948.35
• July 1, 2050	\$89,556.80
• July 1, 2051	\$92,243.50

Sixth Renewal Term

• July 1, 2052	\$95,010.81
• July 1, 2053	\$97,861.13
• July 1, 2054	\$100,796.96
• July 1, 2055	\$103,820.86
• July 1, 2056	\$106,935.48

D. All delinquent installments or rental and other payments due the City shall bear interest at the maximum rate allowed by law. Rental payments are delinquent if remaining unpaid on the thirtieth (30th) calendar day of the month for which due. All invoices issued by City are due and payable within thirty (30) days after receipt thereof by Lessee, and any such invoice remaining unpaid the thirtieth (30th) day after the due date shall be considered delinquent.

E. Collocation Fee: City and Lessee acknowledge that California Tower, Inc., a Delaware corporation ("California Tower") has an interest in the Property pursuant to a sublease agreement between Lessee and California Tower dated January 19, 2000 (the "Sublease"). City and California Tower are parties to that certain Use and Authorization and Consent Agreement dated December 1, 2011 ("Consent Agreement"), also known as City Contract No. 32883, pursuant to which California Tower has agreed to pay City forty percent (40%) of all sublease rent payments received by California Tower with respect to the Premises. In the

1 event that the Sublease terminates and there still remains one or more wireless
2 carriers on the Tower Facility in addition to Lessee, or in the event Lessee or its
3 Agent adds new wireless carriers after such termination, and Lessee or its Agent
4 commences receiving rental payments from such carriers, then City and Lessee
5 both agree that Lessee or its Agent shall commence paying City a monthly amount
6 equal to forty percent (40%) of the rent payments received by Lessee from such
7 wireless carriers for so long as Lessee subleases space at the Premises. The
8 term "Agent" shall mean any subsidiary or affiliate of Lessee.

9 F. Payment Overlap: City acknowledges and agrees that
10 Lessee has continued to pay rent notwithstanding that the Lease expired on
11 September 30, 2010. In connection therewith, Lessee may have already paid rent
12 from and after the Commencement Date. If in such event, any rent or other
13 payments made pursuant to Lease No. 24384 after the Commencement Date of
14 this Lease shall be applied and credited against any rentals or other payments due
15 hereunder.

16 G. Fair Market Value Rental Adjustment: City shall have the
17 option, at the end of the Initial Term, to request that the Annual Rent be adjusted
18 to reflect the then-current fair rental value of the Premises ("FMRV") as determined
19 by comparable properties located within Los Angeles County and Orange County
20 ("Comparable Transactions"). City shall provide Lessee with its written request
21 within ten (10) days after City's receipt of the Extension Notice ("Re-Evaluation
22 Notice").

23 In any determination of Comparable Transactions, appropriate
24 consideration shall be given to all aspects of a typical transaction which bear upon
25 the determination of rent and generally applicable conditions of tenancy for such
26 Comparable Transactions. The intent is that Lessee will obtain the same rent and

1 other economic benefits that City would otherwise give in Comparable
2 Transactions and that City will make, and receive the same economic payments
3 and concessions that City would otherwise make, and receive in Comparable
4 Transactions.

5 The Fair Market Value shall be based on an appraisal of the then fair
6 market rental value of the Premises. The appraisal process shall establish the
7 rental ("Adjusted Rent") for the Premises for the eleventh (11th) year, until the end
8 of the fifteenth (15th) year.

9 The Adjusted Rent shall be determined by appraisals prepared by
10 both parties within sixty (60) days after Lessee's receipt of the Re-Evaluation
11 Notice. In determining the fair market rental, the appraisal shall establish the fair
12 market value of the Premises and the rate of return on comparable properties at
13 the time of the appraisal. The appraisers must recognize similar usage and
14 facilities and market conditions that prevail as of the date of such evaluation,
15 including the annual amount that comparable landlords have accepted in recent
16 transactions between non-affiliated parties from new Lessees of comparable
17 credit-worthiness, for comparable space (size, locations, etc.), for a comparable
18 use for a comparable period of time. All appraisals shall be in the form of written
19 reports supported by facts and analysis.

20 One appraiser shall be appointed by the City at its expense and one
21 appraiser shall be appointed by Lessee at its expense. Both appraisers shall be
22 California State Certified Real Estate Appraisers. Both appraisals must be
23 submitted to the respective parties within forty-five (45) days after the appointment
24 of both appraisers. The two appraisals shall be averaged to establish the new
25 rental unless the higher of the two appraisals exceeds the lesser by ten percent
26 (10%) or more, in which case the two appraisers shall appoint a third appraiser,

1 also a California State Certified Real Estate Appraiser. The third appraiser shall
2 be appointed within thirty (30) days after determination that the higher appraisal
3 exceeds the lesser by more than ten percent (10%). The two appraisers shall
4 make a good faith effort to agree; however, should the two appraisers not agree
5 on a third appraiser, the third appraiser shall be appointed from a list of appraisers
6 from the Appraisal Institute of MAI appraisers in Los Angeles and Orange
7 Counties having experience appraising cell tower properties. Within five (5)
8 working days of obtaining this list the two appraisers shall strike names from that
9 list, in turn (City's appraiser to strike the first name), until one (1) name remains.
10 That person shall be the third appraiser. The cost of such third appraiser shall be
11 shared equally by the parties to this Lease. The third appraiser shall, within forty-
12 five (45) days after appointment and acting in good faith, determine the rental
13 value to be either exactly the City's appraised rental value or exactly the Lessee's
14 appraised rental value, and no other value. City's appraiser and Lessee's
15 appraiser may submit to the third appraiser such supporting data and other
16 information which each, in its own discretion, feels may be relevant under the
17 circumstances. The rental value established as Adjusted Rent at each rental
18 adjustment date shall in no case be lower than the Adjusted Rent for the previous
19 year.

20 The appraisers selected by the parties shall have their principal
21 place of business in Los Angeles County or Orange County, California, and shall
22 not have a financial, family, business or other interest in either City or Lessee. In
23 addition, appraisers shall have a minimum of ten (10) years' experience in
24 appraisals of cell tower related facilities. During the renegotiation period, Lessee
25 shall continue to pay annual rent at the rates established in paragraph 5(B) and in
26 no event shall annual rent ever be less than those rents established in paragraph

1 5(B).

2 Failure by City or Lessee, or their respective appraisers, to strictly
3 comply with the procedure contained herein (including meeting all deadlines) shall,
4 upon three (3) days' written notice, allow the complying party's appraised rental
5 value to be effective immediately thereafter until the entire appraisal process is
6 properly completed. The rental paid after such three (3) day notice shall be
7 adjusted and, if necessary, refunded within sixty (60) days after the actual rate is
8 determined."

9 4. Section 28. of the Amended and Restated Communications Site
10 Lease No. 24384 is hereby added to read as follows:

11 "28. LESSEE STATEMENTS. Lessee hereby represents and
12 warrants to City that: (i) to the extent applicable, Lessee is duly organized, validly
13 existing, and in good standing in the jurisdiction in which Lessee was organized,
14 formed, or incorporated, as applicable, and is otherwise in good standing and
15 authorized to transact business in each other jurisdiction in which such
16 qualifications are required; (ii) Lessee has the full power and authority to enter into
17 and perform its obligations under the Lease and this Amendment, and, to the
18 extent applicable, the person(s) executing this Amendment on behalf of Lessee,
19 have the authority to enter into and deliver this Amendment on behalf of Lessee;
20 (iii) no consent, authorization, order, or approval of, or filing or registration with,
21 any governmental authority or other person or entity is required for the execution
22 and delivery by Lessee of this Amendment. Lessee hereby does and agrees to
23 indemnify City for any damages, losses, costs, fees, expenses, or charges of any
24 kind sustained or incurred by City as a result of the breach of the representations
25 and warranties made herein or if any of the representations and warranties made
26 herein prove to be untrue. The aforementioned indemnification shall survive the

27 ATC Site No: 300681
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1 execution and delivery of this Amendment."

2 5. Conflict/Capitalized Terms. The parties hereby acknowledge and
3 agree that in the event of a conflict between the terms and provisions of this Amendment
4 and those contained in the Lease, the terms and provisions of this Amendment shall
5 control. Except as otherwise defined or expressly provided in this Amendment, all
6 capitalized terms used in this Amendment shall have the meanings or definitions ascribed
7 to them in the Lease. To the extent of any inconsistency in or conflict between the
8 meaning, definition, or usage of any capitalized terms in this Amendment and the
9 meaning, definition, or usage of any such capitalized terms or similar or analogous terms
10 in the Lease, the meaning, definition, or usage of any such capitalized terms in this
11 Amendment shall control.

12 6. Except as expressly modified herein, all of the terms and conditions
13 contained in the Amended and Restated Communications Site Lease No. 24384 are
14 ratified and confirmed and shall remain in full force and effect.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 IN WITNESS WHEREOF the parties have executed this document with all
2 formalities required by law as of the date stated above.

3 LOS ANGELES SMSA LIMITED
4 PARTNERSHIP, a California limited
5 partnership dba Verizon Wireless

6 _____, 2020 By James A Wales 4/24/20
7 Name James A Wales
8 Title Executive Director-Ntwk Field Engineerin
9 "Lessee"

10 WITNESS AND ACKNOWLEDGEMENT

11 Commonwealth of Massachusetts

12 County of Middlesex

13 On this ____ day of _____, 202____, before me, the undersigned Notary Public,
14 personally appeared _____, who proved to me on the basis of
15 satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and
16 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
17 his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted,
18 executed the instrument.

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

21 WITNESS my hand and official seal.

22 Notary Public
23 Print Name: _____
24 My commission expires: _____

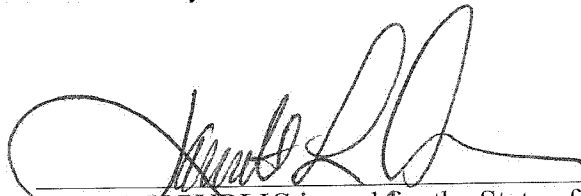
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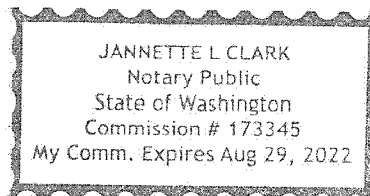
25 ATC Site No: 300681
26 PV Code 205/ VzW Contract No: 34371
27 Site Name: Alamitos Channel
28

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 24th day of April, 2020, before me, a Notary Public in and for the State of Washington, personally appeared James A Wales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director Network Field Engineering of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Celco Partnership, Its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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


NOTARY PUBLIC in and for the State of WA,
residing at Brockland
My appointment expires: 8/29/2022
Print Name Jannette L Clark



AIRTOUCH CELLULAR INC. d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AirTouch Cellular Inc., a California corporation ("AirTouch") and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. Los Angeles SMSA Limited Partnership, a California Limited Partnership, is a California limited partnership (the "Partnership");
2. As General Partner, AirTouch is authorized to sign on behalf of the Partnership;
3. Attached as Exhibit A is a true and correct copy of resolutions with respect to "Authority to Approve Transactions," adopted by the Board of Directors of AirTouch by written consent as of March 19, 2015, and that such resolutions are in full force and effect as of the date hereof; and
4. James A Wales, Executive Director – Network Field Engineering, is authorized, pursuant to the signing authorities adopted by the aforementioned resolutions, to make, enter into, sign and deliver the First Amendment to Amended and Restated Communications Site Lease No. 24384 by and between the City of Long Beach, California, and the Partnership.

Dated: 4/30/2020


Karen M. Shipman
Assistant Secretary

CITY OF LONG BEACH, a municipal corporation

May 13, 2020

By Rebecca G. Garner
City Manager

"City"

This First Amendment to Amended and Restated Communications Site Lease No. 24384 is approved as to form on APRIL 30, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

ALL CAPACITY ACKNOWLEDGMENT

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

State of California

County of LOS ANGELES

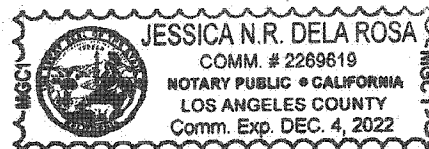
On MAY 13, 2020, before me, JESSICA N.R. DELA ROSA, ^{NOTARY PUBLIC} personally
(print name of notary)

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

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

WITNESS my hand and official seal.

[Signature]
Signature of officer



[SEAL]

ATC Site No: 300681
PV Code 205/ VzW Contract No: 34371
Site Name: Alamitos Channel

EXHIBIT “A”

Exhibit A

Legal Description of the Property

LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS
FOLLOWS:

LOT 36 OF TRACT 10548, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN
BOOK 174 PAGES 15 TO 23 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

AND

LOT 37 OF TRACT 10548, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN
BOOK 174 PAGES 15 TO 23 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

Exhibit A (Continued)
Legal Description of the Premises

Premises consists of 3,290 square feet of which currently is being utilized 2,947 square feet, such 2,947 square feet being described below:

A TRACT OF LAND OUT OF LOT 37 OF TRACT 10548, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 174 PAGES 15 TO 23 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, CALIFORNIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 37 OF TRACT 10548; THENCE ALONG A CURVE CONCAVE WITH A RADIUS OF 2564.93', HAVING A CENTRAL ANGLE OF 02°02'10", A CHORD DISTANCE OF 91.14' AND A CHORD BEARING OF N 01°21'30" W; THENCE N 02°22'35" W A DISTANCE OF 272.90' TO THE POINT OF BEGINNING; THENCE S 87°37'25" W A DISTANCE OF 26.32' TO A CALCULATED POINT; THENCE N 89°00'40" W A DISTANCE OF 43.64' TO A CALCULATED POINT; THENCE N 02°35'02" W A DISTANCE OF 24.26' TO A CALCULATED POINT; THENCE N 86°58'38" E A DISTANCE OF 18.98' TO A CALCULATED POINT; THENCE N 02°56'21" W A DISTANCE OF 21.95' TO A CALCULATED POINT; THENCE S 89°37'51" W A DISTANCE OF 26.57' TO A CALCULATED POINT; THENCE N 00°12'39" E A DISTANCE OF 14.94' TO A CALCULATED POINT; THENCE S 89°21'02" E A DISTANCE OF 30.98' TO A CALCULATED POINT; THENCE N 00°38'58" E A DISTANCE OF 27.40' TO A CALCULATED POINT; THENCE S 86°59'44" E A DISTANCE OF 19.26' TO A CALCULATED POINT; THENCE S 01°52'06" E A DISTANCE OF 88.76' TO THE POINT OF BEGINNING. CONTAINING 2,947 SQ.FT. OF LAND OR 0.07 ACRES MORE OR LESS.

ACCESS NARRATIVE LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF STUDEBAKER RD. AND E. WILLOW ST., LOCATED IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

THENCE NORTH ON STUDEBAKER RD. APPROXIMATELY 0.18 MILES;

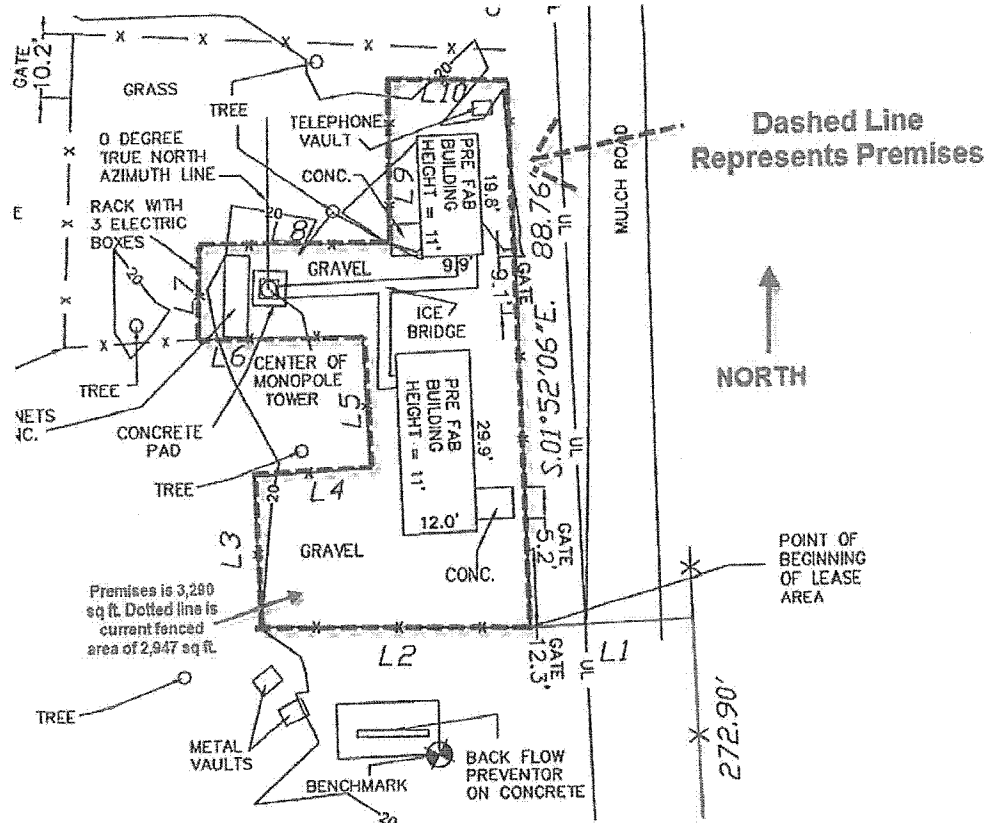
THENCE EAST APPROXIMATELY 0.14 MILES ALONG AN ASPHALT ROADWAY;

THENCE SOUTHEAST APPROXIMATELY 0.44 MILES ALONG AN ASPHALT ROADWAY TO A BRIDGE ON E. WILLOW ST.;

THENCE SOUTH PASSING UNDERNEATH SAID BRIDGE A DISTANCE OF APPROXIMATELY 0.51 MILES ALONG A MULCH ROADWAY TO THE SITE.

Exhibit A (Continued)

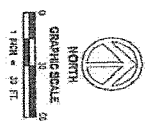
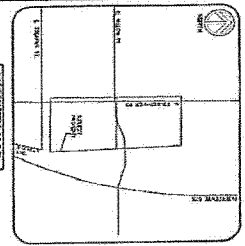
DEPICTION OF PREMISES



LINE TABLE

Line	Bearing	Distance
L1	S.87°37'25"W.	26.32'
L2	N.89°00'40"W.	43.64'
L3	N.02°35'02"W.	24.26'
L4	N.86°58'38"E.	18.98'
L5	N.02°56'21"W.	21.95'
L6	S.89°37'51"W.	26.57'
L7	N.00°12'39"E.	14.94'
L8	S.89°21'02"E.	30.98'
L9	N.00°38'58"E.	27.40'
L10	S.86°59'44"E.	19.26'
L11	S.01°52'06"E.	88.76'

Exhibit A (Continued)



STREET LEGEND
 CO - City File
 A - Alameda County File
 C - Contra Costa County File
 S - San Francisco County File

ALAMITOS CHANNEL CA / 300681

1A STATEMENT

I certify that the subject 3.57-acre parcel is located within the City of Alhambra, California, and that the subject parcel is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.

BENCHMARK

1. Benchmark Station 10
2. Benchmark Station 11
3. Benchmark Station 12
4. Benchmark Station 13
5. Benchmark Station 14
6. Benchmark Station 15
7. Benchmark Station 16
8. Benchmark Station 17
9. Benchmark Station 18
10. Benchmark Station 19

ZONING DATA

See City of Alhambra Zoning Ordinance, Chapter 16.02.

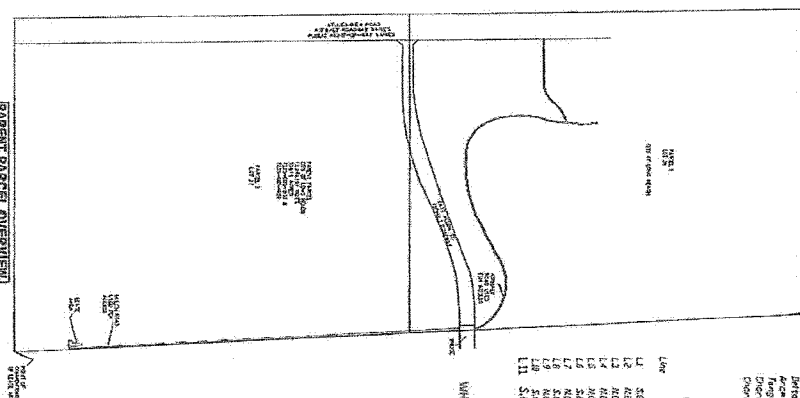
ENCROACHMENT STATEMENT

At the time of survey, there were no encroachments on the subject parcel.

OWNER'S NOTES

1. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.
2. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.
3. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.
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7. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.
8. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.
9. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.
10. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.

PARENT PARCEL OVERVIEW



LINE TABLE

Line	Bearing	Distance
L1	S 89° 12' 30" W	20.20'
L2	S 89° 12' 30" W	41.64'
L3	S 89° 12' 30" W	41.64'
L4	S 89° 12' 30" W	41.64'
L5	S 89° 12' 30" W	41.64'
L6	S 89° 12' 30" W	41.64'
L7	S 89° 12' 30" W	41.64'
L8	S 89° 12' 30" W	41.64'
L9	S 89° 12' 30" W	41.64'
L10	S 89° 12' 30" W	41.64'
L11	S 89° 12' 30" W	41.64'
L12	S 89° 12' 30" W	41.64'
L13	S 89° 12' 30" W	41.64'
L14	S 89° 12' 30" W	41.64'
L15	S 89° 12' 30" W	41.64'
L16	S 89° 12' 30" W	41.64'
L17	S 89° 12' 30" W	41.64'
L18	S 89° 12' 30" W	41.64'
L19	S 89° 12' 30" W	41.64'
L20	S 89° 12' 30" W	41.64'
L21	S 89° 12' 30" W	41.64'
L22	S 89° 12' 30" W	41.64'
L23	S 89° 12' 30" W	41.64'
L24	S 89° 12' 30" W	41.64'
L25	S 89° 12' 30" W	41.64'
L26	S 89° 12' 30" W	41.64'
L27	S 89° 12' 30" W	41.64'
L28	S 89° 12' 30" W	41.64'
L29	S 89° 12' 30" W	41.64'
L30	S 89° 12' 30" W	41.64'
L31	S 89° 12' 30" W	41.64'
L32	S 89° 12' 30" W	41.64'
L33	S 89° 12' 30" W	41.64'
L34	S 89° 12' 30" W	41.64'
L35	S 89° 12' 30" W	41.64'
L36	S 89° 12' 30" W	41.64'
L37	S 89° 12' 30" W	41.64'
L38	S 89° 12' 30" W	41.64'
L39	S 89° 12' 30" W	41.64'
L40	S 89° 12' 30" W	41.64'
L41	S 89° 12' 30" W	41.64'
L42	S 89° 12' 30" W	41.64'
L43	S 89° 12' 30" W	41.64'
L44	S 89° 12' 30" W	41.64'
L45	S 89° 12' 30" W	41.64'
L46	S 89° 12' 30" W	41.64'
L47	S 89° 12' 30" W	41.64'
L48	S 89° 12' 30" W	41.64'
L49	S 89° 12' 30" W	41.64'
L50	S 89° 12' 30" W	41.64'
L51	S 89° 12' 30" W	41.64'
L52	S 89° 12' 30" W	41.64'
L53	S 89° 12' 30" W	41.64'
L54	S 89° 12' 30" W	41.64'
L55	S 89° 12' 30" W	41.64'
L56	S 89° 12' 30" W	41.64'
L57	S 89° 12' 30" W	41.64'
L58	S 89° 12' 30" W	41.64'
L59	S 89° 12' 30" W	41.64'
L60	S 89° 12' 30" W	41.64'
L61	S 89° 12' 30" W	41.64'
L62	S 89° 12' 30" W	41.64'
L63	S 89° 12' 30" W	41.64'
L64	S 89° 12' 30" W	41.64'
L65	S 89° 12' 30" W	41.64'
L66	S 89° 12' 30" W	41.64'
L67	S 89° 12' 30" W	41.64'
L68	S 89° 12' 30" W	41.64'
L69	S 89° 12' 30" W	41.64'
L70	S 89° 12' 30" W	41.64'
L71	S 89° 12' 30" W	41.64'
L72	S 89° 12' 30" W	41.64'
L73	S 89° 12' 30" W	41.64'
L74	S 89° 12' 30" W	41.64'
L75	S 89° 12' 30" W	41.64'
L76	S 89° 12' 30" W	41.64'
L77	S 89° 12' 30" W	41.64'
L78	S 89° 12' 30" W	41.64'
L79	S 89° 12' 30" W	41.64'
L80	S 89° 12' 30" W	41.64'
L81	S 89° 12' 30" W	41.64'
L82	S 89° 12' 30" W	41.64'
L83	S 89° 12' 30" W	41.64'
L84	S 89° 12' 30" W	41.64'
L85	S 89° 12' 30" W	41.64'
L86	S 89° 12' 30" W	41.64'
L87	S 89° 12' 30" W	41.64'
L88	S 89° 12' 30" W	41.64'
L89	S 89° 12' 30" W	41.64'
L90	S 89° 12' 30" W	41.64'
L91	S 89° 12' 30" W	41.64'
L92	S 89° 12' 30" W	41.64'
L93	S 89° 12' 30" W	41.64'
L94	S 89° 12' 30" W	41.64'
L95	S 89° 12' 30" W	41.64'
L96	S 89° 12' 30" W	41.64'
L97	S 89° 12' 30" W	41.64'
L98	S 89° 12' 30" W	41.64'
L99	S 89° 12' 30" W	41.64'
L100	S 89° 12' 30" W	41.64'

PRIMES CONSISTS OF 3.57 ACRES OF WHICH 2.54 ACRES IS DESCRIBED AND DEPICTED HEREIN.

LEGAL ABSTRACT DESCRIPTION AS PROVIDED

Section 16, Township 35N, Range 12E, Alameda County, California.

ASSETS NARRATIVE LEGAL DESCRIPTION

Section 16, Township 35N, Range 12E, Alameda County, California. The subject parcel is located within the City of Alhambra, California, and is not subject to any other federal, state, or local law, regulation, or ordinance that would affect the proposed project.

Drawn By: EDS		Checked By: EDS	
DATE: 03-27-12	DATE: 03-27-12	DATE: 03-27-12	DATE: 03-27-12
REVISIONS	DESCRIPTION	REVISIONS	DESCRIPTION
1	03-27-12	1	03-27-12
2	03-27-12	2	03-27-12
3	03-27-12	3	03-27-12
4	03-27-12	4	03-27-12
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98	03-27-12	98	03-27-12
99	03-27-12	99	03-27-12
100	03-27-12	100	03-27-12

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17	03-27-12	17	