



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Richard Thompson, Interim City Manager *RT*

FROM: Laurie B. Jester, Acting Director of Community Development
 Bruce Moe, Director of Finance
 Richard Gill, Director of Parks and Recreation *R.G.*
 Michael P. Rocque, Assistant Planner *M.P.R.*

DATE: March 2, 2010

SUBJECT: Consideration of Approval for a Telecommunications Permit and a Lease for the Installation of a New Telecommunications Facility at 1601 Valley Drive-Live Oak Park (Dorsey Field).

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** the subject Telecom Permit and **AUTHORIZE** the City Manager to execute the ground lease agreement with Verizon Wireless.

FISCAL IMPLICATION:

The City will receive \$39,000 per year in revenue through the lease, which will be increased each year by five percent. If the Telecom Permit is approved, the Council must also authorize the City Manager to execute the lease.

BACKGROUND:

In the past the City Council has executed lease agreements with wireless service providers to allow these providers to expand their existing networks on City owned property so they can meet the increasing demands and provide better service coverage to a large customer base. The City then benefits from this by leasing public property and generating additional revenue stream.

Currently, the City has two (2) existing lease agreements with wireless service providers. One is located at 1400 Highland Avenue on the roof top of City Hall and the other is located on the top level of Parking Lot 3, located at the corner of 12th Street and Morningside Avenue in the commercial downtown district.

DISCUSSION:

Project Description

The Verizon wireless network is fairly well established in most areas of Manhattan Beach but is weaker in the beach area. The purpose of the telecommunication facility at Live Oak Park is to enhance Verizon Wireless cellular phone coverage within the City of Manhattan Beach. The

proposed facility will help Verizon Wireless with its current coverage and capacity problems and help in the event that telephone (wireless) service is interrupted during an emergency situation or natural disaster. In these particular areas, without this site, Verizon coverage is either non-existent or marginal (Exhibit A).

The applicant is proposing to remove the existing right field foul pole measuring approximately fifteen to twenty (15'-20') feet in height and replacing the pole with a new flush mounted panel antenna design pole measuring a total of sixty-nine feet five inches (69'-5") in height which is about ten feet (10') higher than the light standards throughout the field. The proposed facility consists of six (6) panel antennas located at the top of the foul pole, painted yellow to match the pole and flush mounted in order to create the least amount of visual impact and blend in with the existing landscape. For reference, a "photo simulation" illustrating the project location has been provided (Exhibit B).

The proposed facility also includes a leased equipment enclosure area for ground based equipment located within a 12' x 26' area at the rear of the park adjacent to the existing kiln and Ceramic Studio behind the existing Tennis Office and Live Oak Park Hall. The equipment area will be concealed and screened within a block wall enclosure and access will be limited to only Verizon Wireless personnel (Exhibit C). Cabling from the equipment area will be routed underground (bored) to the location of the existing foul pole in right field in order to ensure very minimal trenching and ground disturbance. The applicant is also required to pay the City an additional \$15,000 dollars at the commencement of the lease to provide additional netting along the outfield fence and first base foul line to ensure more protection to pedestrians and vehicles along Ardmore/Valley as well within the park.

Once City Council approves the Telecom Permit, Verizon indicates it will consummate the lease and secure permits as soon as possible. Construction is expected to take approximately four weeks. The applicant will be required to submit a construction management plan and schedule which has also been included as part of the project conditions. Staff will also ensure and work with the applicant in regards to their construction schedule so it does not interfere with Parks and Recreation Little League baseball schedule.

The applicant will also submit a report of the projected Radio Frequency (RF) emissions that will emanate from the facility, pursuant to Federal Communications Commission (FCC) standards as noted in the Telecom Permit conditions below. The facility will be well within the range of accepted emissions for public accessed areas because the antennas will be high above Dorsey Field playing surface. There are no specific general public mitigations for RF issues.

Lease Terms:

The pending lease has been reviewed by the City Attorney, Director of Finance and Director of Community Development. The following are the main terms in the draft lease document (Exhibit D). Minor revisions to the final lease will be subject to the City Manager approval.

1. The lease term is for an initial period of five years. It will automatically extend for four additional five year terms unless terminated by Verizon. Additional five year extensions are possible by mutual agreement of City and Verizon (p. 1- Term; Rental).
2. Verizon will pay the City \$15,000 at commencement of the lease which will be used to

purchase and install new netting at the ball field (p.2-Term; Rental).

3. The lease payment in year one is \$39,000. The lease amount increases by 5% per year for the term of the lease (p.3-Annual Rent Increases).
4. Verizon has the right to terminate the agreement annually with a 3 month notice (p.6-Annual Termination).
5. City may terminate if Verizon is in breach of contract and fails to cure such breach within specified time frames (p.9-Default).

Telecom Permit Conditions:

Staff recommends that in addition to the lease terms previously discussed that the following conditions be applied to the Telecom Permit:

1. The applicant shall obtain all necessary building permits and shall comply with all applicable building and safety code requirements.
2. The maximum height of the foul pole shall be 69 feet 5-inches. All plans submitted for building permits must be in substantial compliance with the plans and project description dated February 19, 2010, as amended to comply with imposed conditions of approval and lease agreement.
3. The pole, antenna and all equipment shall be maintained to good condition at all times, including but not limited to, regular painting or treatment of all facilities.
4. All electrical service to the proposed facility shall be undergrounded (bored) in order to ensure very minimal trenching and ground disturbance.
5. The applicant agrees to maintain and improve said facility with new updated technology as it becomes available and that upon cessation of use or abandonment of the facility it shall be promptly removed at the expense of the applicant and restore site to pre-construction conditions.
6. Said facility must comply with and stay below the mandated RF emission exposure levels as stated by the FCC regulations. An RF report must be submitted prior to the issuance of building permits. A subsequent field report shall be submitted detailing the projects cumulative field measurements of RF power densities and RF exposures, confirming that the facilities complies with accepted FCC standards on an annual basis.
7. At any time in the future if any portion of the facility, including, but not limited too, antennas, pole and equipment cabinets, becomes unused, that portion shall be removed from the premises (pursuant to lease terms).
8. The applicant shall post occupational RF exposure warning signs per FCC guidelines.
9. The applicant shall submit a Construction Management Plan, which includes but not limited to, access, hours and days of construction, construction equipment, storage locations, schedule etc. prior to building permit approval subject to the review and approval of the City.

Public Input:

The application has been processed in accordance with MBMC 13.02.060 which regulates telecommunication facilities on City property. On December 4, 2009, Staff mailed an initial notice to all property owners within 500 feet of the project, informing of the pending Telecom Permit and application process (Exhibit E). Staff did receive several comments from the initial notice with most of the comments in favor of the proposed telecom facility location. A second notice was mailed on February 17, 2010 informing of the meeting date and Telecom Permit approval process (Exhibit F). A few comments have been received as of the writing of this report and have been included (Exhibit G). The public has been invited to attend the Council meeting and give testimony.

CONCLUSION:

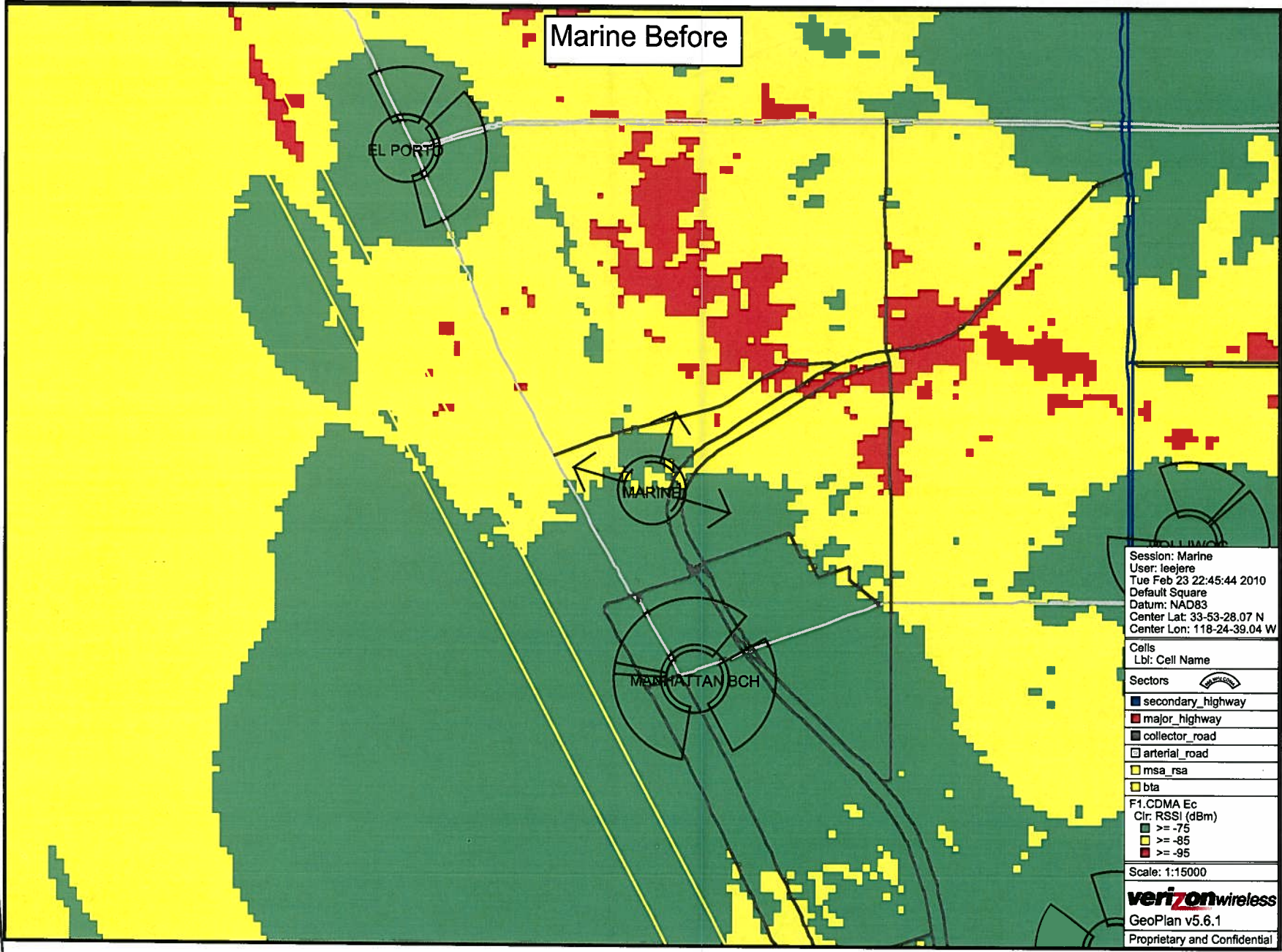
The operation of the proposed telecom facility at Live Oak Park is expected to significantly benefit subscribers to Verizon cellular phone service in the City of Manhattan Beach. The neighborhood is not expected to be negatively impacted due to the stealth design, relatively low profile and small unobtrusive footprint of the foul pole and equipment location. The proposed location within the park will not inhibit the use of any existing park amenities.

Staff recommends that the City Council **APPROVE** the subject Telecom Permit and **AUTHORIZE** the City Manager to execute the lease agreement with Verizon Wireless.

- Attachments:
- A. Propagation Maps of Coverage areas
 - B. Photos: Proposed simulation
 - C. Building Plans
 - D. Draft Lease Agreement
 - E. Public Notice dated 12/4/09
 - F. Public Notice dated 2/17/10
 - G. Public Comments received

cc: Justin Robinson, MMI-Titan, Inc., Applicant Representative

Marine Before



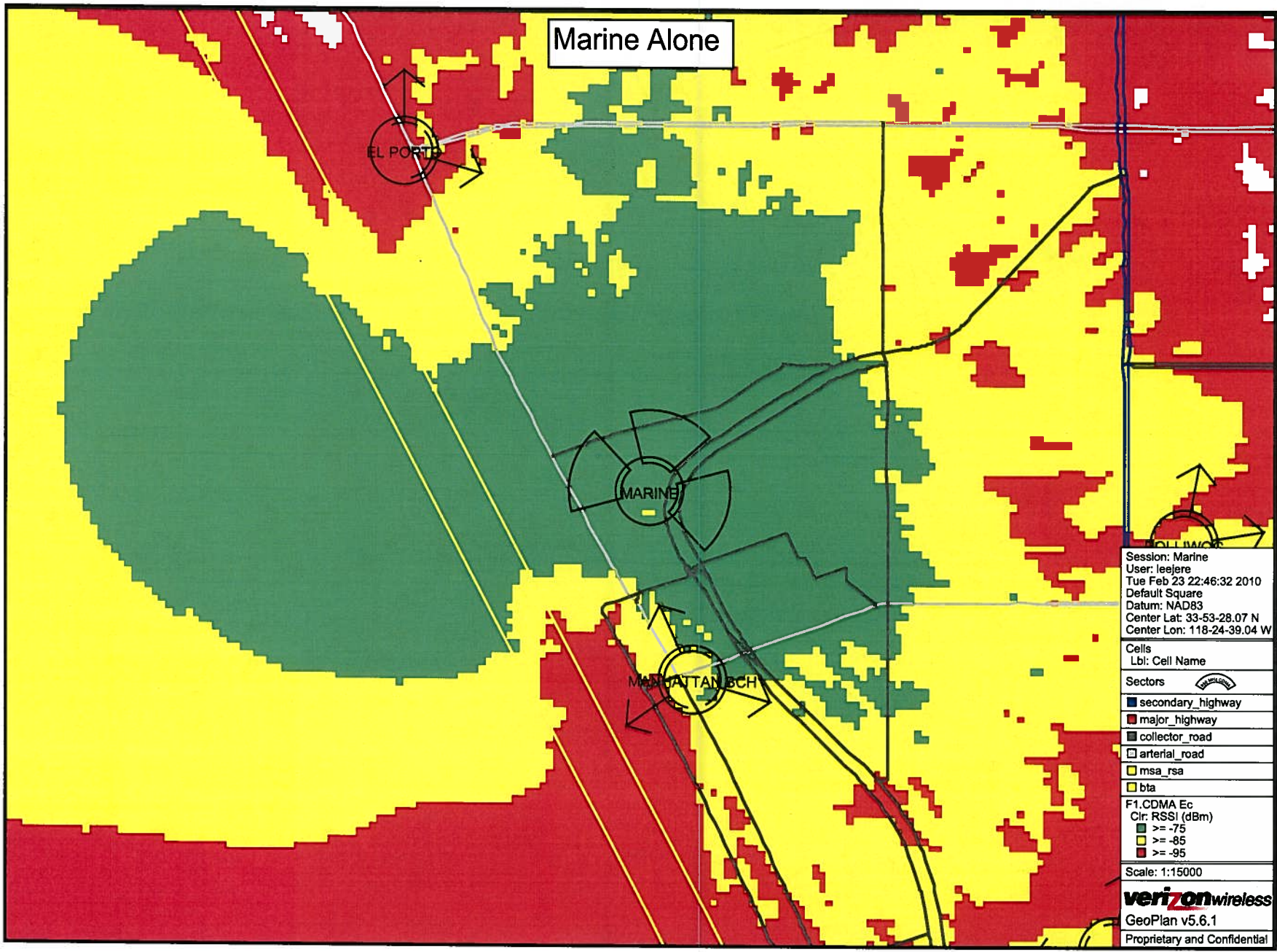
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Tue Feb 23 22:45:44 2010
Default Square
Datum: NAD83
Center Lat: 33-53-28.07 N
Center Lon: 118-24-39.04 W

- Cells
Lbl: Cell Name
- Sectors
- secondary_highway
 - major_highway
 - collector_road
 - arterial_road
 - msa_rsa
 - bta
- F1.CDMA Ec
Cir: RSSI (dBm)
- >= -75
 - >= -85
 - >= -95

Scale: 1:15000
verizonwireless
GeoPlan v5.6.1
Proprietary and Confidential

EXHIBIT A
CC Mtg. 3/2/10

Marine Alone

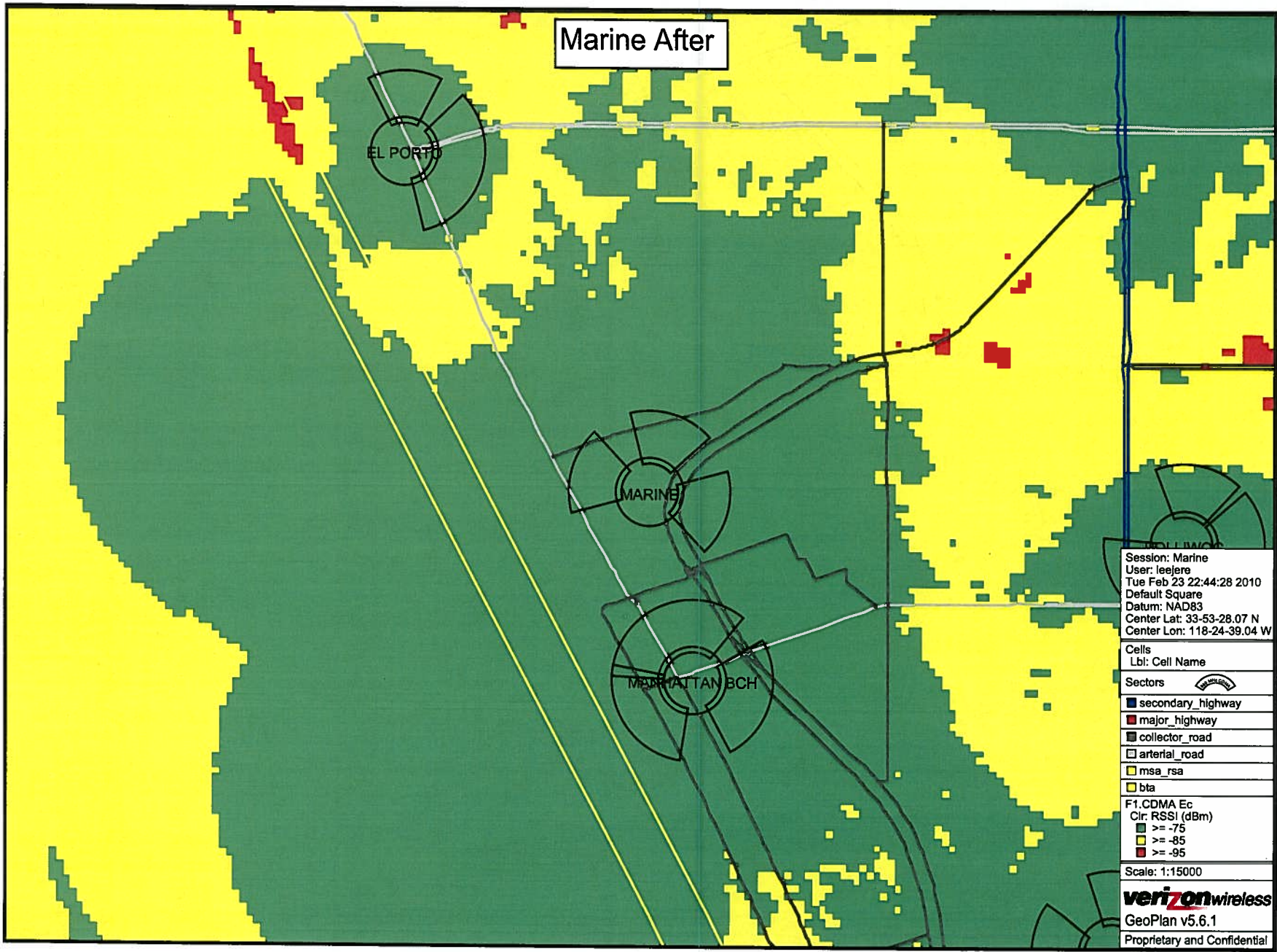


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Center Lon: 118-24-39.04 W

- | | |
|-----------------|-------------------|
| Cells | Lbl: Cell Name |
| Sectors | |
| | secondary_highway |
| | major_highway |
| | collector_road |
| | arterial_road |
| | msa_rsa |
| | bta |
| F1.CDMA Ec | |
| Cir: RSSI (dBm) | |
| | >= -75 |
| | >= -85 |
| | >= -95 |

Scale: 1:15000
verizonwireless
GeoPlan v5.6.1
Proprietary and Confidential

Marine After



Session: Marine
User: leejere
Tue Feb 23 22:44:28 2010
Default Square
Datum: NAD83
Center Lat: 33-53-28.07 N
Center Lon: 118-24-39.04 W

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verizonwireless
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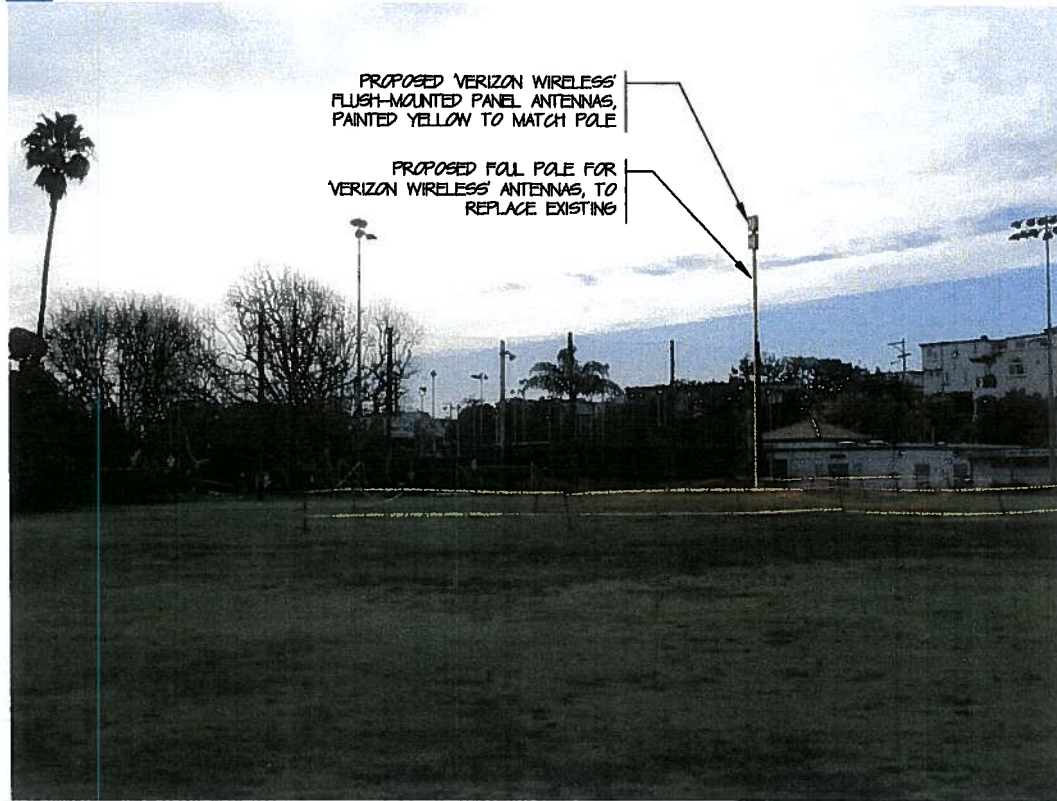
AERIAL MAP



- LEGENDS
- PROJECT
 - VIEW 'A'
 - VIEW 'B'
 - VIEW 'C'
 - VIEW 'D'



VIEW A PROPOSED TELECOM SITE



EXISTING SITE



1750 E OCEAN BOULEVARD, STE 906
 LONG BEACH, CA 90802
 CONTACT: JUSTIN ROBINSON

15505 SAND CANYON AVE., IRVINE, CA 92618

MARINE
 LIVE OAK PARK
 1921 VALLEY DRIVE
 MANHATTAN BEACH, CA 90265

PAGE
1 OF 4

AERIAL MAP

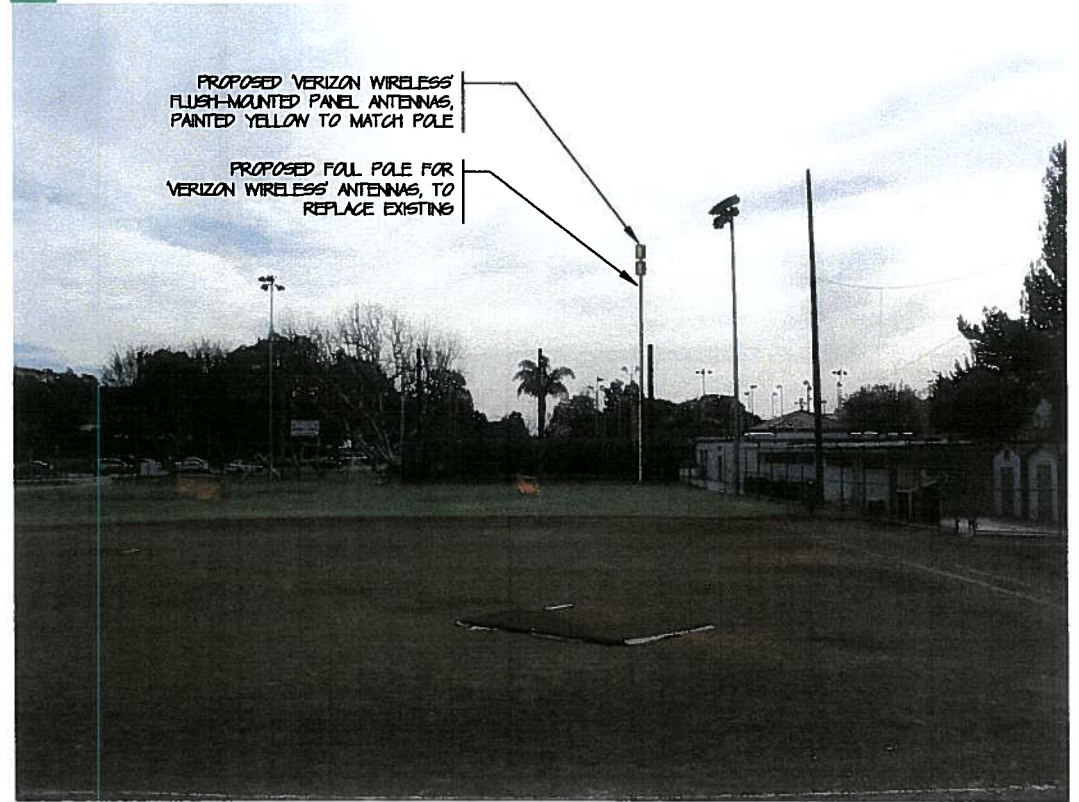


- LEGENDS
- PROJECT
 - VIEW 'A'
 - VIEW 'B'
 - VIEW 'C'
 - VIEW 'D'

EXISTING SITE



VIEW B PROPOSED TELECOM SITE



1750 E OCEAN BOULEVARD, STE 906
 LONG BEACH, CA 90802
 CONTACT: JUSTIN ROBINSON

verizonwireless
 15505 SAND CANYON AVE., IRVINE, CA 92618

MARINE
 LIVE OAK PARK
 1901 VALLEY DRIVE
 MANHATTAN BEACH, CA 90245

PAGE
 2 OF 4

AERIAL MAP

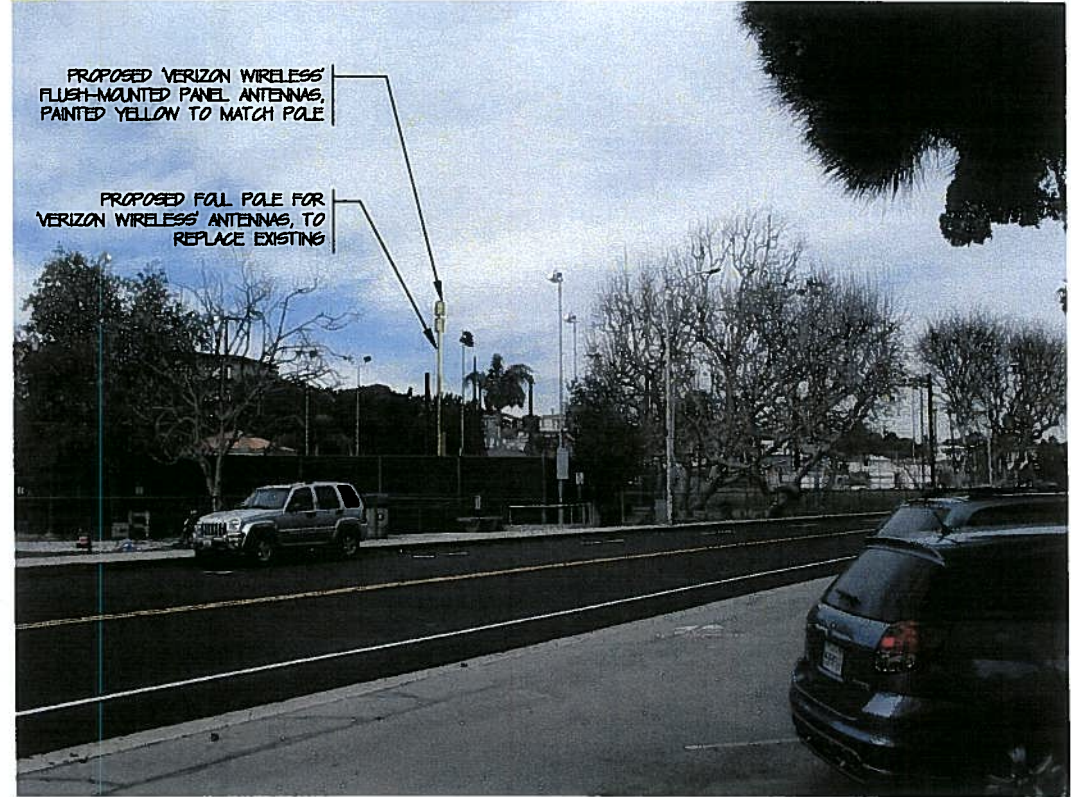


- LEGENDS
- PROJECT
 - VIEW 'A'
 - VIEW 'B'
 - VIEW 'C'
 - VIEW 'D'
 - VIEW 'E'

EXISTING SITE



PROPOSED TELECOM SITE



1750 E. OCEAN BOULEVARD, STE 306
 LONG BEACH, CA 90802
 CONTACT: JUSTIN ROBINSON

15505 SAND CANYON AVE., IRVINE, CA 92618

MARINE
 LIVE OAK PARK
 1901 VALLEY DRIVE
 MANHATTAN BEACH, CA 90265

PAGE
3 OF 4

AERIAL MAP

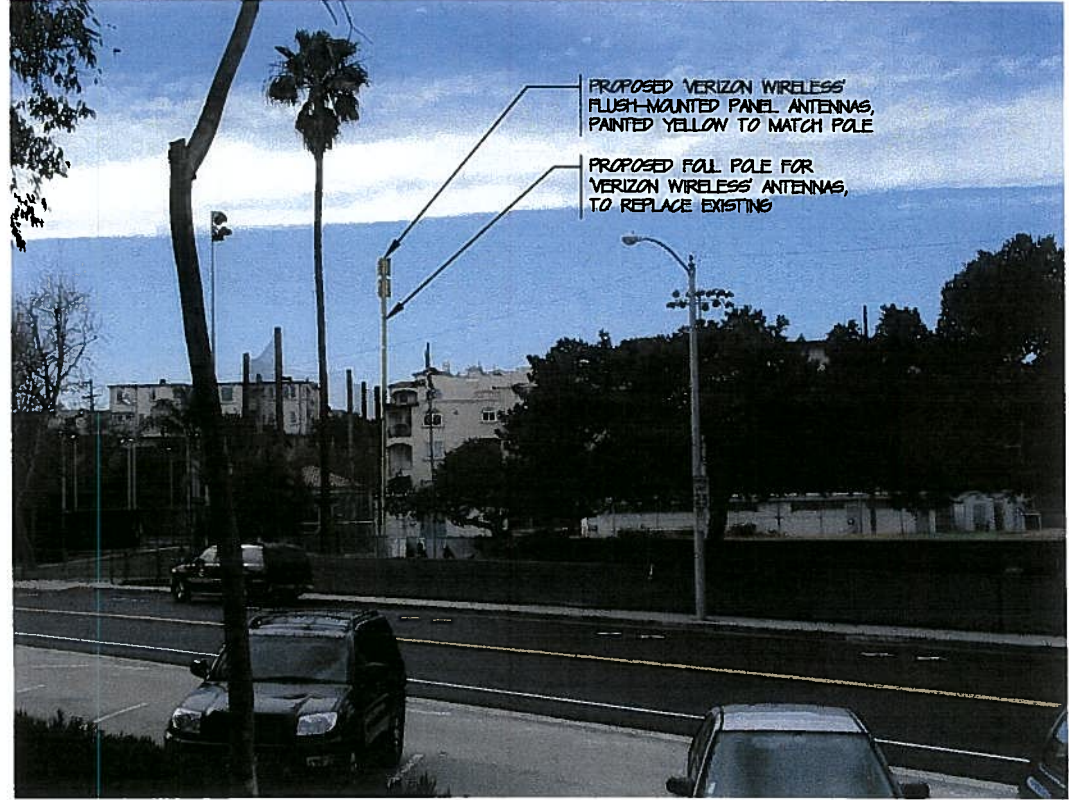



- LEGENDS
- PROJECT
 - VIEW 'A'
 - VIEW 'B'
 - VIEW 'C'
 - VIEW 'D'

EXISTING SITE



VIEW D PROPOSED TELECOM SITE




 1750 E. OCEAN BOULEVARD, STE 306
 LONG BEACH, CA 90801
 CONTACT: JUSTIN ROBINSON


 15505 SAND CANYON AVE., IRVINE, CA 92618

MARINE
 LIVE OAK PARK
 1901 VALLEY DRIVE
 MANHATTAN BEACH, CA 90265

PAGE
 4 OF 4



SITE NAME
MARINE
 LIVE OAK PARK
 1901 VALLEY DRIVE
 MANHATTAN BEACH, CALIFORNIA 90265



12841 Newport Avenue
 Tustin, California 92780-2711
 (714) 665-9500
 Fax (714) 665-9501

APPLICANT



15505 Sand Canyon Avenue
 Building D, 1st Floor
 Irvine, California 92618
 (949) 286-7000

SITE INFORMATION

Marine
 Live Oak Park
 1901 Valley Drive
 Manhattan Beach, California 90265

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDLORD:		
ZONING:		
VZW SITE ACQ:		
VZW RF:		
VZW INTERCONNECT:		
VZW UTILITY COORD:		
VZW CONST. MGR:		
VZW PROJ. MGR:		

REVISIONS

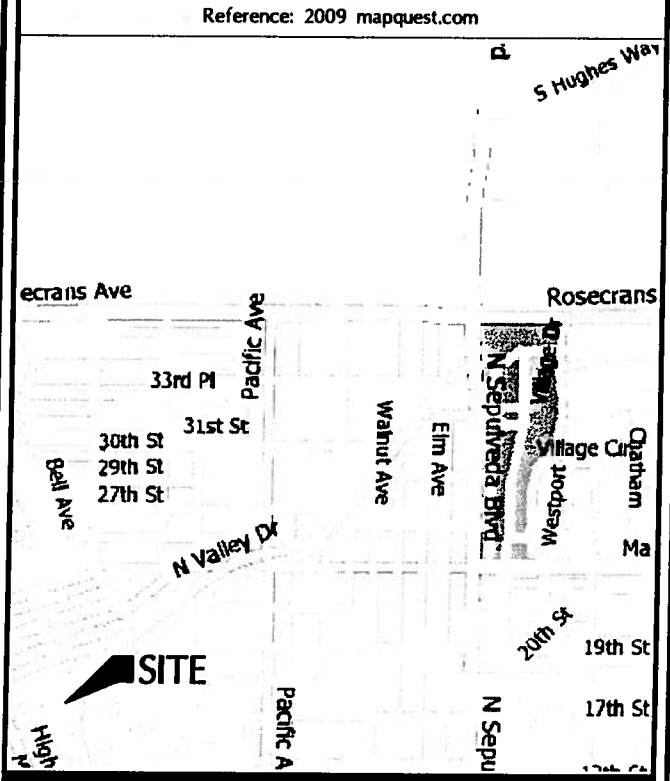
Description	Date
Zoning Review	5/15/09
Zoning Review	5/28/09
Revised Zoning Review	6/30/09
Zoning Submittal	8/12/09
Revised Zoning Submittal	8/24/09
Relocate Lease Area	10/07/09
Client Redlines	10/09/09
Zoning Submittal	11/4/09
Revised Zoning Submittal	2/18/10

Job Number: 0903J	Drawn By: LB.
Walk Date: 4/22/09	Checked By: T.S.L.

SHEET TITLE
TITLE SHEET

T-1.0

VICINITY MAP



DRIVING DIRECTIONS

- Driving Directions**
 START AT: 15505 SAND CANYON AVE IRVINE, CA 92618-3114
 1. START GOING SOUTHWEST ON SAND CANYON AVE TOWARD WATERWORKS WAY.
 2. MERGE ONTO I-405 N.
 3. TAKE THE INGLEWOOD AVE EXIT, EXIT 42B.
 4. TURN RIGHT ONTO INGLEWOOD AVE.
 5. TURN LEFT ONTO MARINE AVE.
 6. TURN RIGHT ONTO PACIFIC AVE.
 7. TURN LEFT ONTO N VALLEY DR.
 END AT: 1901 N VALLEY DR. MANHATTAN BEACH, CA 90265

LEGAL DESCRIPTION

Title Report Identification
 LAWYERS TITLE INSURANCE CORPORATION, PRELIMINARY TITLE REPORT NO. 11661244-10, DATED: JUNE 1, 2009.

Assessor's Parcel Number
 LOS ANGELES COUNTY A.P.N. 4178-025-900

Geodetic Coordinate
 LATITUDE 33°53'26.91" N
 LONGITUDE 118°24'36.97" W

HAD 1983 GEODETIC COORDINATES AND ELEVATIONS WERE ESTABLISHED USING SURVEY GRADE "ASITECH" G.P.S. RECEIVERS AND ASITECH SURVEY GRADE PRECISION SOFTWARE FOR POST-PROCESSING.

Legal Description
 LOT 1 OF TRACT NO. 2356, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 15 WEST, OF THE RANCHO SAUSAL REDONDO, AS SHOWN ON MAP OF PARTITION OF PROPERTY FORMERLY OF THE REDONDO LAND COMPANY, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SUBDIVIDED BY JAMES F. TOWELL, ET AL., COMMISSIONERS, SURVEYED AUGUST 1897, BY L. FRIEL, AND KNOWN AS RECORDER'S FILED MAP NO. 140, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEASTERLY CORNER OF BLOCK "T" OF THE THIRD ADDITION TO NORTH MANHATTAN BEACH, AS PER MAP RECORDED IN BOOK 2, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID ADDITION, 460 FEET; THENCE NORTH 67° 28' EAST 146 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT INTERSECTED BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK "T" IN SAID ADDITION; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID BLOCK "T", PROLONGED, TO THE POINT OF BEGINNING.
 EXCEPT THEREFROM A STRIP OF LAND 50 FEET WIDE OFF THE EASTERLY SIDE THEREOF, PARALLEL WITH AND ADJOINING SAID RAILROAD RIGHT OF WAY.
 ALSO EXCEPT THEREFROM THE SOUTHWESTERLY 50 FEET THEREOF, MEASURED AT RIGHT ANGLES, TO THE SOUTHWESTERLY LINE THEREOF.
 ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WITHIN TRACT NO. 3149, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 32, PAGES 79 AND 80 AND TRACT NO. 9029, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 122, PAGES 16 AND 17, BOTH OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

INSPECTIONS & APPROVALS

PROJECT INFORMATION

Project Description
 THIS IS AN UNMANNED TELECOMMUNICATIONS SUBSTATION FOR VERIZON WIRELESS CONSISTING OF: THE REMOVAL AND REPLACEMENT OF AN EXISTING FOUL LINE POLE w/ A NEW MONOPOLE TO SUPPORT (6) NEW FLUSH MOUNTED PANEL ANTENNAS, A NEW CMU EQUIPMENT ENCLOSURE TO HOUSE RADIO EQUIPMENT, EMERGENCY GENERATOR & H-RACK AND IMPROVEMENTS TO SITE UTILITIES (ELECTRICAL AND TELEPHONE) TO SERVICE THE SITE.

THESE IMPROVEMENTS WILL ENHANCE THE GENERAL HEALTH, SAFETY AND WELFARE WITHIN THE CITY OF MANHATTAN BEACH BY PROVIDING CLEAR AND RELIABLE WIRELESS TELECOMMUNICATIONS WHICH CAN CONTINUE TO FUNCTION IN THE EVENT THAT TELEPHONE (WIRE) SERVICE IS INTERRUPTED DURING AN EMERGENCY SITUATION OR NATURAL DISASTER.

Zoning Data
 ZONING DESIGNATION: PARK / OS
 GENERAL PLAN DESIGNATION: PARK
 EXISTING SITE USE: PUBLIC PARK
 PROPOSED SITE USE: TELECOMMUNICATIONS SITE

PROJECT TEAM

Landlord
 CITY OF MANHATTAN BEACH
 1400 HIGHLAND AVENUE
 MANHATTAN BEACH, CALIFORNIA 90265
 CONTACT: MICHAEL ROCQUE
 PHONE: (310) 802-5512

Applicant Representative
 MMI-TITAN INC.
 1750 E. OCEAN BLVD., #906
 LONG BEACH, CALIFORNIA 90802
 CONTACT: JUSTIN ROBINSON
 PHONE: (714) 863-4366

Applicant
 VERIZON WIRELESS
 15505 SAND CANYON AVENUE
 BUILDING D, FIRST FLOOR
 IRVINE, CALIFORNIA 92618

Surveyor
 BERT HAZE & ASSOCIATES, INC.
 3188 AIRWAY AVE
 SUITE K1
 COSTA MESA, CALIFORNIA 92626
 CONTACT: BERT HAZE

Architect
 C.R. CARNEY ARCHITECTS, INC.
 12841 NEWPORT AVENUE
 TUSTIN, CALIFORNIA 92780
 CONTACT: TERRY LAZZARO
 PHONE: (714) 665-9500

SHEET INDEX

Count	Sheet No.	Sheet Title
1	T-10	TITLE SHEET
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3	A-20	LEASE AREA PLAN
4	A-30	EQUIPMENT ENCLOSURE ELEVATIONS
5	A-31	MONOPOLE ELEVATIONS
6	LS-1	TOPOGRAPHIC SURVEY
7	LS-2	TOPOGRAPHIC DETAIL

EXHIBIT C
 CC Mtg. 3/2/10

PROJECT APPROVALS

Approved By:	Initials	Date	Comments
Landlord			
Zoning			
VZW Site Acq.			
VZW RF			
VZW Interconnect			
VZW Util. Coord.			
VZW Const. Mgr.			
VZW Proj. Mgr.			

PROPRIETARY INFORMATION
 NOT FOR USE OR DISCLOSURE OUTSIDE VERIZON WIRELESS EXCEPT UNDER WRITTEN AGREEMENT



C.R. CARNEY ARCHITECTS

12841 Newport Avenue
Tustin, California 92780-2711
(714) 665-9500
Fax (714) 665-9501

APPLICANT



15505 Sand Canyon Avenue
Building D, 1st Floor
Irvine, California 92618
(949) 288-7000

SITE INFORMATION

Marine

Live Oak Park
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Manhattan Beach, California 90265

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDLORD:		
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VZW UTILITY COORD:		
VZW CONST. MGR:		
VZW PROJ. MGR:		

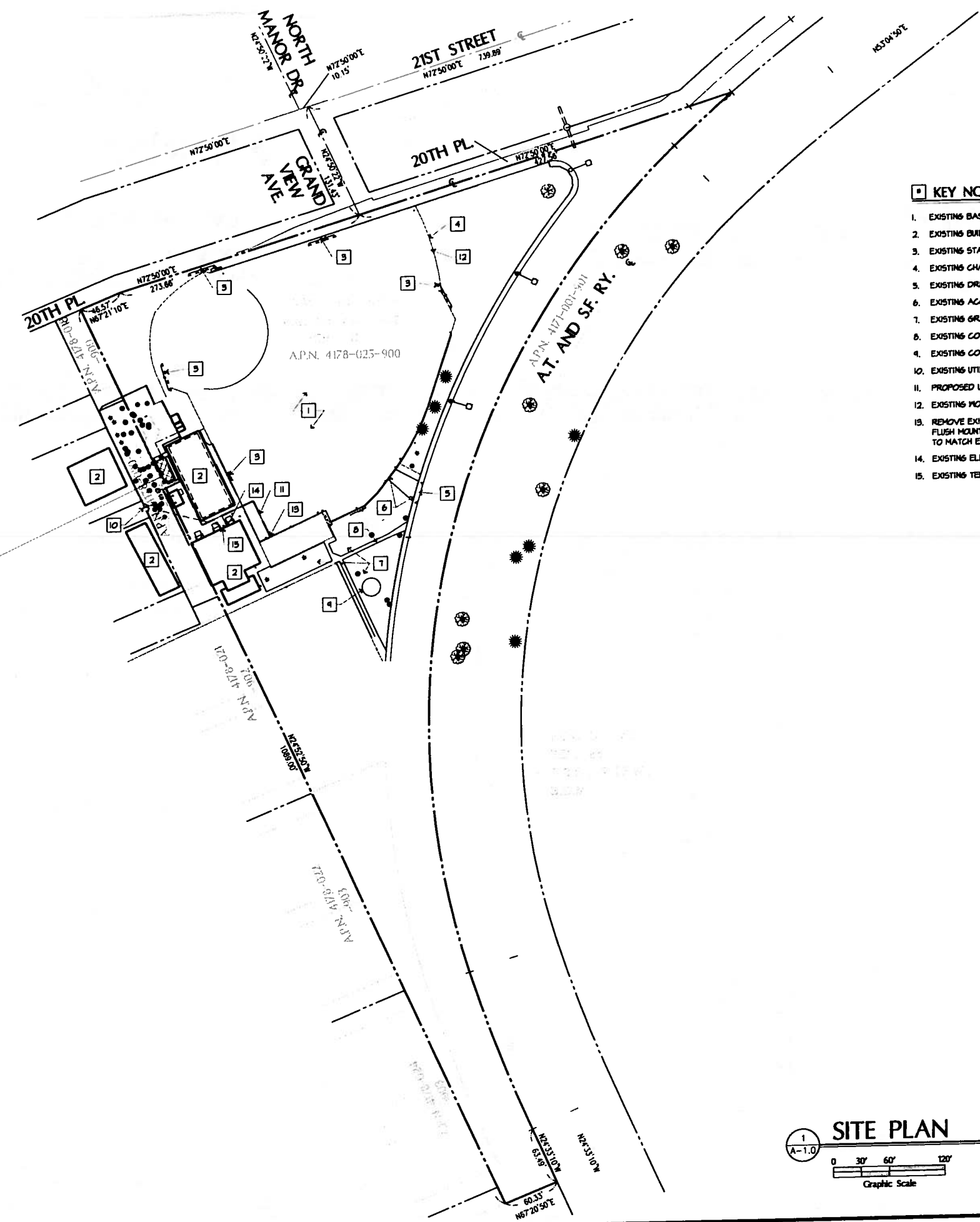
REVISIONS

△	Description	Date
	Zoning Review	5/15/09
	Zoning Review	5/28/09
	Revised Zoning Review	6/30/09
	Zoning Submittal	8/12/09
	Revised Zoning Submittal	8/24/09
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	Revised Zoning Submittal	2/19/10

Job Number: 0903J	Drawn By: LB.
Work Date: 4/22/09	Checked By: T.S.L.

SHEET TITLE
SITE PLAN

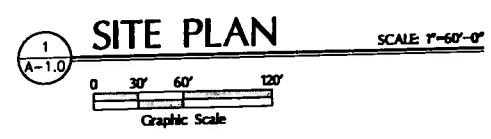
A-1.0



KEY NOTES:

1. EXISTING BASEBALL FIELD
2. EXISTING BUILDING
3. EXISTING STADIUM LIGHT, TYP.
4. EXISTING CHAIN LINK FENCE
5. EXISTING DRIVEWAY
6. EXISTING ACCESS GATES
7. EXISTING GRASS AREA
8. EXISTING CONCRETE WALK
9. EXISTING CONCRETE AREA
10. EXISTING UTILITY POLE PROPOSED VERIZON WIRELESS P.O.C.
11. PROPOSED U.S. COAX ROUTE BORE FROM LEASE AREA TO POLE
12. EXISTING MOOD POLE @ PERIMETER OF BASEBALL FIELD, TYP.
13. REMOVE EXISTING FOUL POLE & REPLACE W/ NEW MONOPOLE W/ FLUSH MOUNTED PANEL ANTENNAS, PAINT ANTENNAS & POLE YELLOW TO MATCH EXISTING; SEE ANTENNA PLAN
14. EXISTING ELECTRICAL EQUIPMENT, POINT OF CONNECTION
15. EXISTING TELCO BOX, POINT OF CONNECTION

PROPOSED VERIZON WIRELESS LEASE AREA
12'-0" x 26'-0" = 312 SQ. FT.
SEE LEASE AREA PLAN



SITE PLAN

SCALE 1"=60'-0"



C.R. CARNEY
ARCHITECTS

12841 Newport Avenue
Tustin, California 92780-2711
(714) 665-9500
Fax (714) 665-9501

APPLICANT



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SITE INFORMATION

Marine

Live Oak Park
1901 Valley Drive
Manhattan Beach, California 90265

APPROVALS

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VZW CONST. MGR:		
VZW PROJ. MGR:		

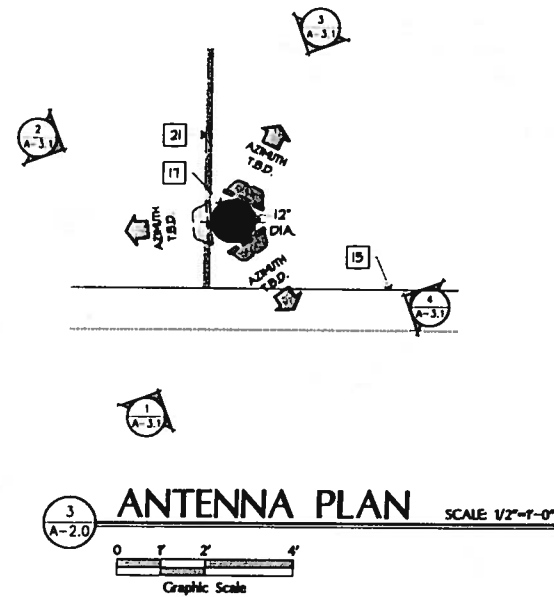
REVISIONS

△	Description	Date
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	Client Redlines	10/09/09
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	Revised Zoning Submittal	2/19/10

Job Number: 0903J	Drawn By: L.B.
Walk Date: 4/22/09	Checked By: T.S.L.

SHEET TITLE
LEASE AREA PLAN

A-2.0

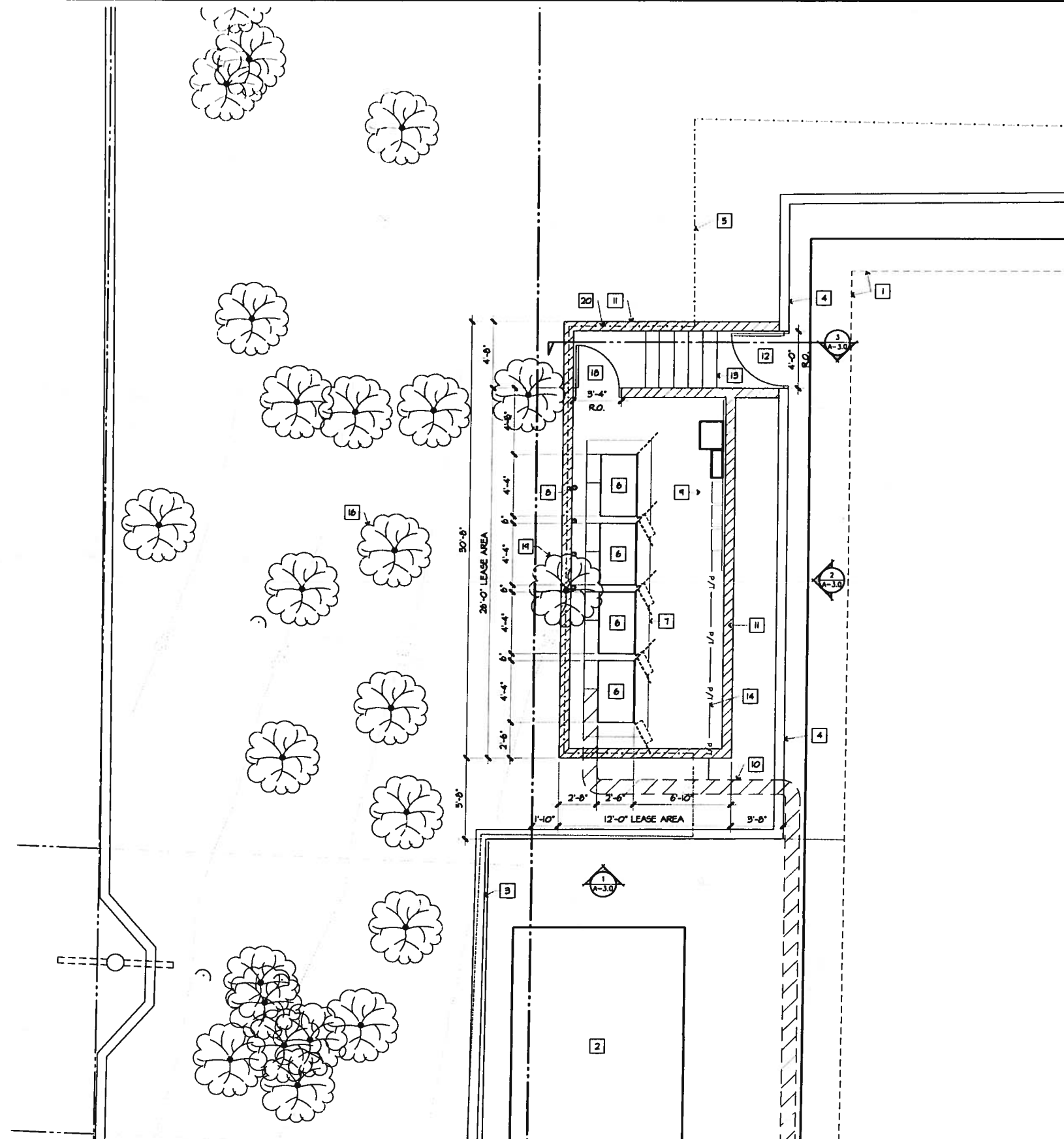


ANTENNA PLAN SCALE 1/2"=1'-0"



KEY NOTES:

- EXISTING BUILDING WALLS
- EXISTING KILN
- EXISTING CMU RETAINING WALL W/ CHAIN LINK FENCE @ TOP
- EXISTING CMU RETAINING WALL; SAW CUT AS REQD TO ACCOMMODATE NEW GATE
- EXISTING CHAIN LINK FENCE; REMOVE AS REQD TO ACCOMMODATE LEASE AREA
- PROPOSED VERIZON WIRELESS RADIO EQUIPMENT
- PROVIDE CONCRETE EQUIPMENT PLINTH
- PROPOSED VERIZON WIRELESS GPS ANTENNA TOP OF ENCLOSURE, TYP. OF (4)
- VERIZON WIRELESS H-RACK W/ UTILITY CABINETS
- PATH OF U.S. COAX ROUTE BORE FROM LEASE AREA TO POLE
- PROVIDE PRECISION CMU EQUIPMENT ENCLOSURE, COLOR AND TEXTURE TO MATCH EXISTING MALL
- SAW CUT EXIST. CONC. BLOCK RETAINING WALL AS REQD FOR NEW WROUGHT IRON ACCESS GATE, VERIZON TO POST SITE SIGNAGE ON GATE
- PROPOSED CONCRETE STAIR
- PROPOSED U/S POWER & TELCO ROUTE
- EXISTING SCREEN TO REMAIN
- EXISTING TREES & NATURAL VEGETATION; REMOVE AS REQD TO ACCOMMODATE LEASE AREA
- REMOVE EXISTING FOUL POLE & REPLACE W/ NEW MONOPOLE W/ FLUSH MOUNTED PANEL, ANTENNAS; PAINT ANTENNAS & POLE YELLOW TO MATCH EXISTING; SEE ANTENNA PLAN
- PROVIDE WROUGHT IRON GATE W/ LOCKING HASP, PAINT BLACK
- EXISTING TREE TO BE RELOCATED
- PROPOSED CHAIN LINK FENCE @ TOP OF EQUIPMENT ENCLOSURE
- EXISTING FOUL LINE; LOCATE MONOPOLE INSIDE OF FOUL LINE



LEASE AREA PLAN SCALE 1/4"=1'-0"



NORTH



C.R. CARNEY
ARCHITECTS

12841 Newport Avenue
Tustin, California 92780-2711
(714) 665-9500
Fax (714) 665-9501

APPLICANT



15505 Sand Canyon Avenue
Building D, 1st Floor
Irvine, California 92618
(949) 286-7000

SITE INFORMATION

Marine

Live Oak Park
1901 Valley Drive
Manhattan Beach, California 90265

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDLORD:		
ZONING:		
VZW SITE ACC:		
VZW RF:		
VZW INTERCONNECT:		
VZW UTILITY COORD:		
VZW CONST. MGR.:		
VZW PROJ. MGR.:		

REVISIONS

△	Description	Date
	Zoning Review	5/15/09
	Zoning Review	5/28/09
	Revised Zoning Review	6/30/09
	Zoning Submittal	8/12/09
	Revised Zoning Submittal	8/24/09
	Relocate Lease Area	10/07/09
	Client Redlines	10/09/09
	Zoning Submittal	11/4/09
	Revised Zoning Submittal	2/19/10

Job Number: 0903J	Drawn By: LB.
Walk Date: 4/22/09	Checked By: T.S.L.

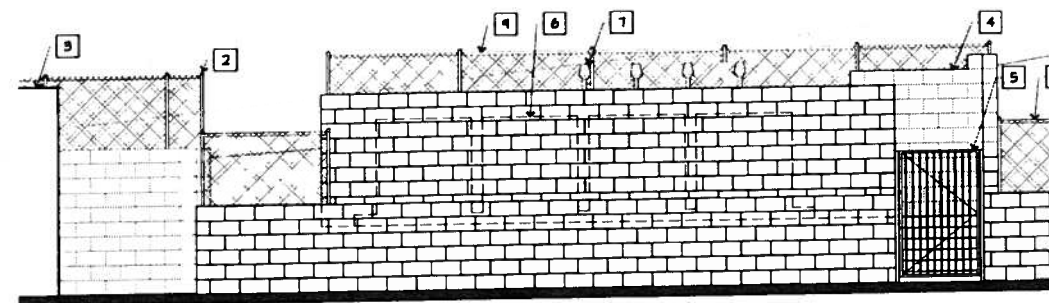
SHEET TITLE

EQUIPMENT ENCLOSURE ELEVATIONS

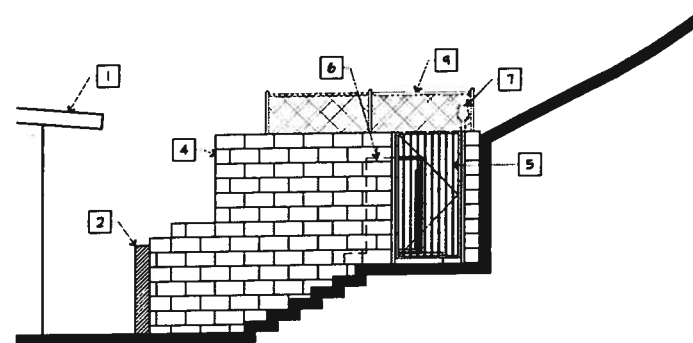
A-3.0

KEY NOTES:

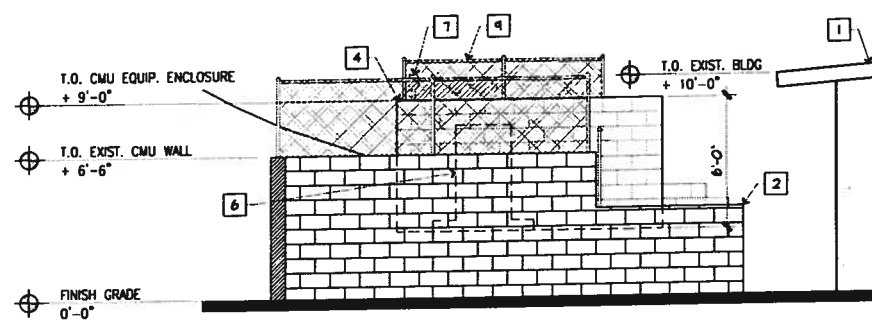
- EXISTING BUILDING
- EXISTING CMU RETAINING WALL & CHAIN LINK FENCE REMOVE AS REQ'D TO ACCOMMODATE PROPOSED EQUIPMENT ENCLOSURE
- EXISTING KILN
- PROPOSED CMU EQUIPMENT ENCLOSURE, COLOR AND TEXTURE TO MATCH EXISTING
- NEW WROUGHT IRON GATE, PAINT BLACK
- OUTLINE OF PROPOSED VERIZON WIRELESS RADIO EQUIPMENT
- PROPOSED VERIZON WIRELESS GPS ANTENNA CMU WALL
- EXISTING CHAIN LINK FENCE
- PROPOSED CHAIN LINK FENCE @ CMU WALL, TO BE MINIMUM 42" ABOVE GRADE



2
A-3.0
NORTHEAST ELEVATION



3
A-3.0
NORTHWEST ELEVATION



1
A-3.0
SOUTHEAST ELEVATION

EQUIPMENT ENCLOSURE ELEVATIONS

SCALE 1/4"=1'-0"





C.R. CARNEY ARCHITECTS

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APPLICANT



15505 Sand Canyon Avenue
Building D, 1st Floor
Irvine, California 92618
(949) 266-7000

SITE INFORMATION

Marine

Live Oak Park
1901 Valley Drive
Manhattan Beach, California 90265

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDLORD:		
ZONING:		
VZW SITE ACQ:		
VZW RF:		
VZW INTERCONNECT:		
VZW UTILITY COORD:		
VZW CONST. MGR:		
VZW PROJ. MGR:		

REVISIONS

△	Description	Date
	Zoning Review	5/15/09
	Zoning Review	5/28/09
	Revised Zoning Review	6/30/09
	Zoning Submittal	8/12/09
	Revised Zoning Submittal	8/24/09
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	Client Redlines	10/09/09
	Zoning Submittal	11/4/09
	Revised Zoning Submittal	2/18/10

Job Number: 0903J	Drawn By: LB.
Walk Date: 4/22/09	Checked By: T.S.L.

SHEET TITLE
MONOPOLE ELEVATIONS

A-3.1

KEY NOTES:

1. REMOVE EXISTING FOUL POLE AND REPLACE W/ NEW POLE & FOUNDATION, FINISH YELLOW TO MATCH EXISTING- SEE A-2.0
2. EXISTING CHAIN LINK FENCE
3. EXISTING NET
4. PROPOSED VERIZON WIRELESS FLUSH MOUNTED PANEL ANTENNAS, PAINT YELLOW TO MATCH POLE

⊕ 1.0. ANTENNAS
+ 69'-5"

⊕ ANT. RAD. CTR.
+ 67'-5"

⊕ 1.0. ANTENNAS
+ 64'-5"

⊕ ANT. RAD. CTR.
+ 62'-5"

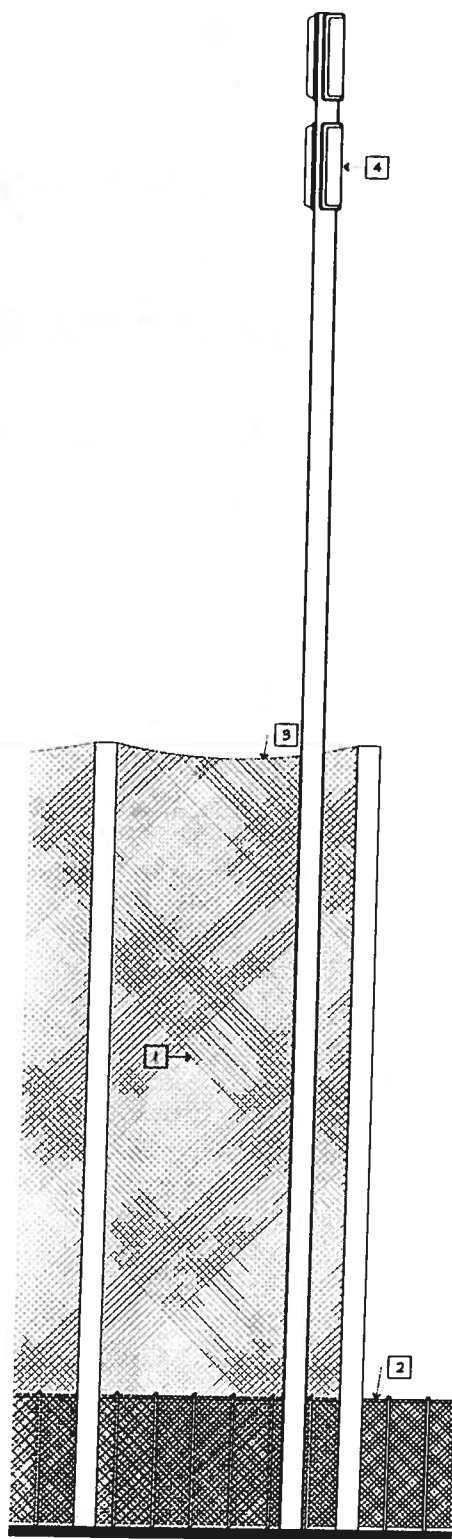
⊕ T.O. NETTING (V.I.F.)
+ 35'-11"

⊕ T.O. EX. C.L. FENCE
+ 6'-6"

⊕ FINISH GRADE
0'-0"

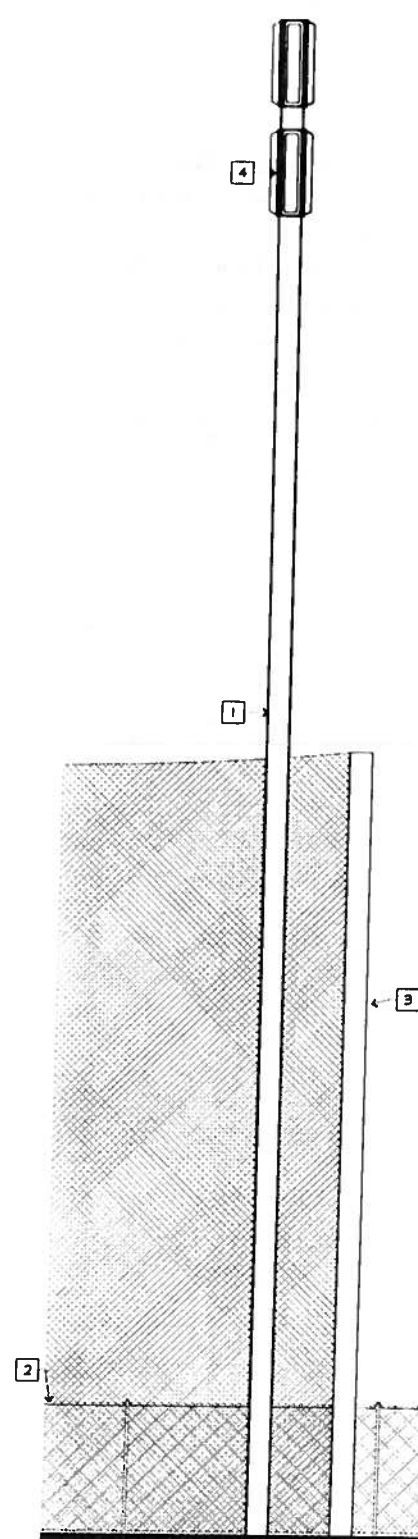
MONOPOLE ELEVATIONS

SCALE 1/4"=1'-0"



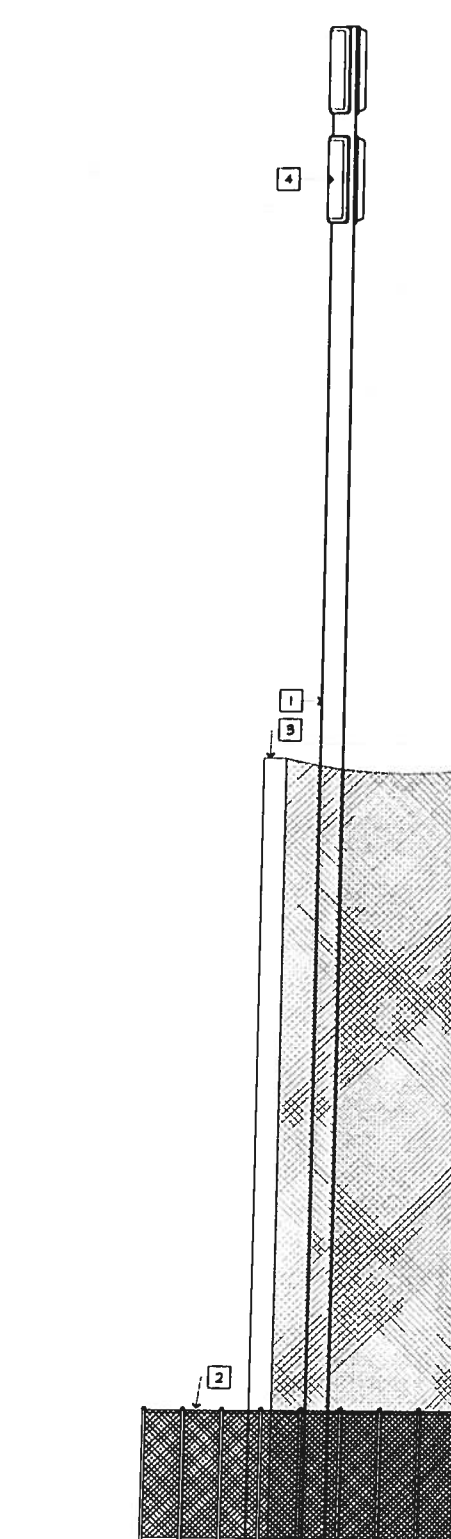
WEST ELEVATION

4
A-3.1



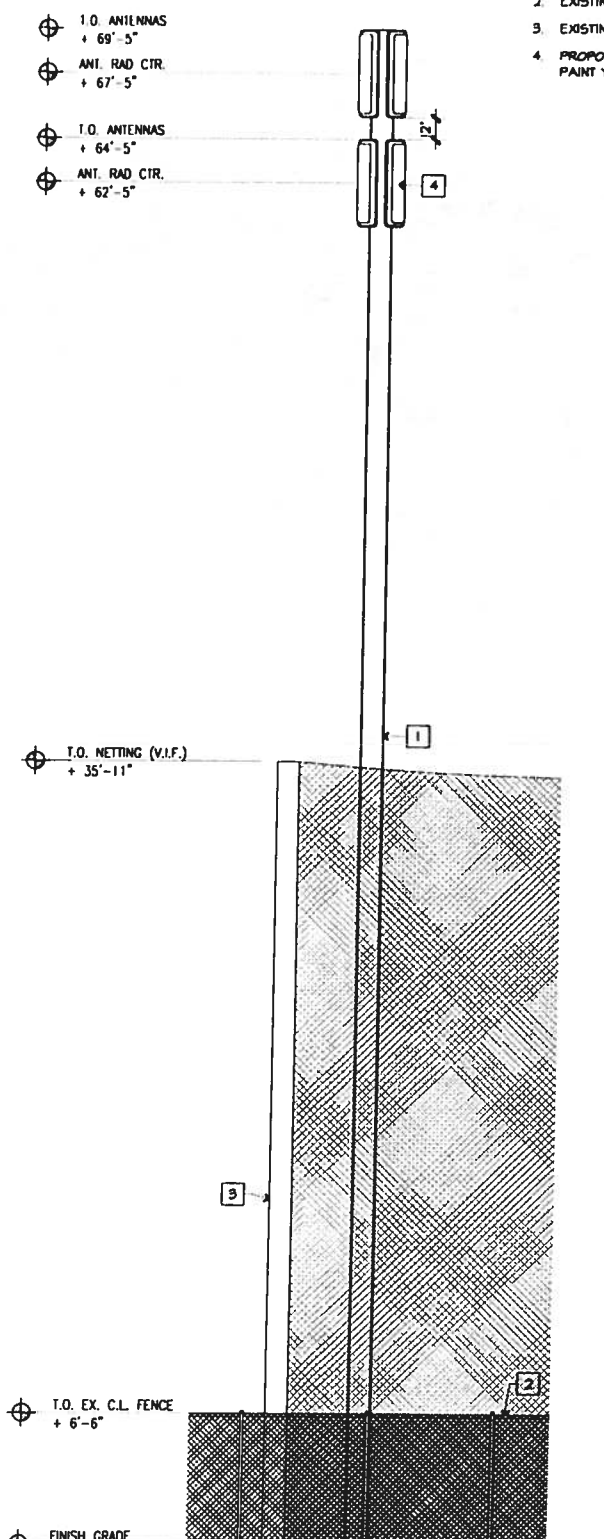
NORTH ELEVATION

3
A-3.1



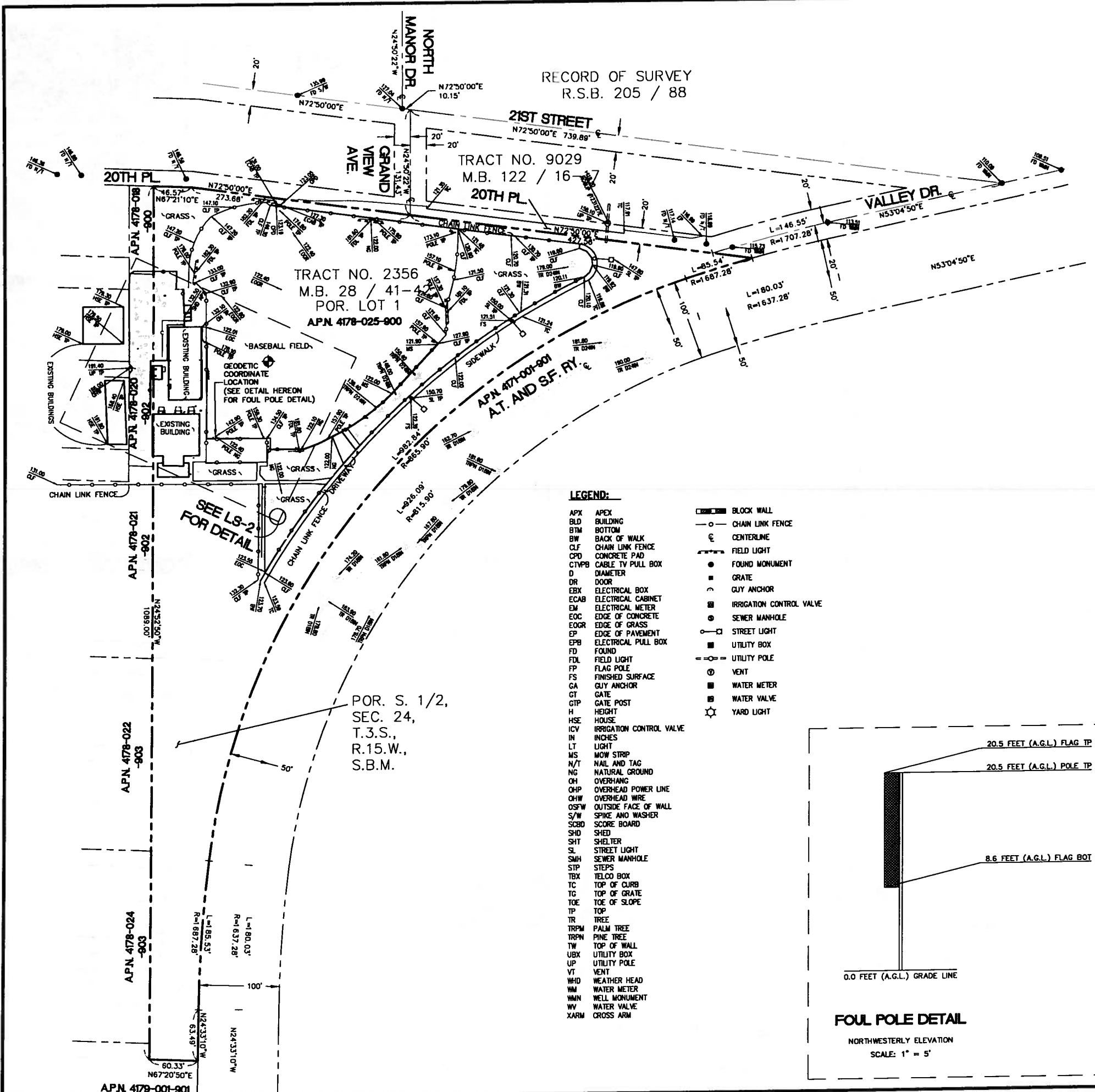
EAST ELEVATION

2
A-3.1



SOUTH ELEVATION

1
A-3.1



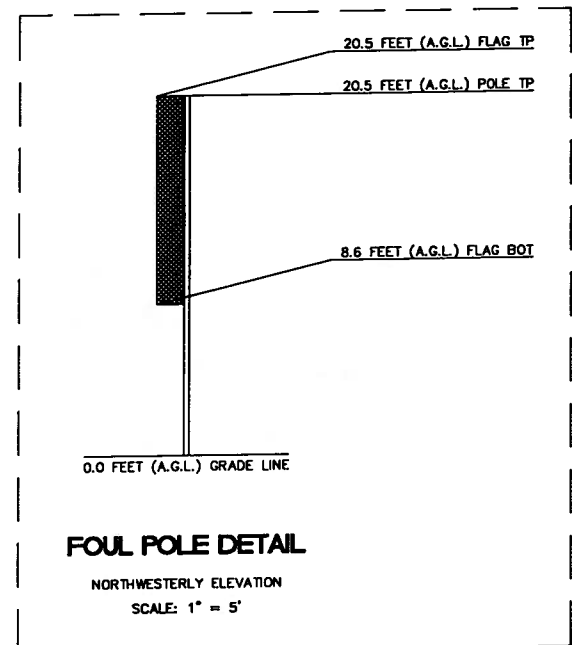
RECORD OF SURVEY
R.S.B. 205 / 88

TRACT NO. 9029
M.B. 122 / 16

TRACT NO. 2356
M.B. 28 / 41
POR. LOT 1
APN 4178-025-900

LEGEND:

- APX APEX
- BLD BUILDING
- BTM BOTTOM
- BW BACK OF WALK
- CLF CHAIN LINK FENCE
- CPD CONCRETE PAD
- CTVPB CABLE TV PULL BOX
- D DIAMETER
- DR DOOR
- EBX ELECTRICAL BOX
- ECAB ELECTRICAL CABINET
- EM ELECTRICAL METER
- EOC EDGE OF CONCRETE
- EOGR EDGE OF GRASS
- EP EDGE OF PAVEMENT
- EPB ELECTRICAL PULL BOX
- FD FOUND
- FDL FIELD LIGHT
- FP FLAG POLE
- FS FINISHED SURFACE
- GA GUY ANCHOR
- GT GATE
- GTP GATE POST
- H HEIGHT
- HSE HOUSE
- ICV IRRIGATION CONTROL VALVE
- IN INCHES
- LT LIGHT
- MS MOW STRIP
- N/T NAIL AND TAG
- NG NATURAL GROUND
- OH OVERHANG
- OHP OVERHEAD POWER LINE
- OHW OVERHEAD WIRE
- OSFW OUTSIDE FACE OF WALL
- S/W SPIKE AND WASHER
- SCBD SCORE BOARD
- SHD SHED
- SHT SHELTER
- SL STREET LIGHT
- SMH SEWER MANHOLE
- STP STEPS
- TBX TELCO BOX
- TC TOP OF CURB
- TG TOP OF GRATE
- TOE TOE OF SLOPE
- TP TOP
- TR TREE
- TRPM PALM TREE
- TRPN PINE TREE
- TW TOP OF WALL
- UBX UTILITY BOX
- UP UTILITY POLE
- VT VENT
- WHD WEATHER HEAD
- WM WATER METER
- WMN WELL MONUMENT
- WV WATER VALVE
- XARM CROSS ARM
- BLOCK WALL
- CHAIN LINK FENCE
- ⊕ CENTERLINE
- ⋯ FIELD LIGHT
- FOUND MONUMENT
- GRATE
- ⊙ GUY ANCHOR
- ⊕ IRRIGATION CONTROL VALVE
- ⊕ SEWER MANHOLE
- ⊕ STREET LIGHT
- ⊕ UTILITY BOX
- ⊕ UTILITY POLE
- ⊕ VENT
- ⊕ WATER METER
- ⊕ WATER VALVE
- ⊕ YARD LIGHT



COORDINATES:
LATITUDE 33°53'26.65" N
LONGITUDE 118°24'38.19" W

NAD 1983 GEODETIC COORDINATES AND ELEVATIONS WERE ESTABLISHED USING SURVEY GRADE "ASITECH" G.P.S. RECEIVERS AND ASITECH SURVEY GRADE PRECISION SOFTWARE FOR POST-PROCESSING.

BASIS OF BEARINGS:
THE CENTERLINE OF 21ST STREET BEING NORTH 72°50'00" EAST PER RECORD OF SURVEY, R.S.B. 205/88, RECORDS OF LOS ANGELES COUNTY.

ASSESSOR'S IDENTIFICATION:
LOS ANGELES COUNTY A.P.N. 4178-025-900

AREA:
5.71± ACRES PER LOS ANGELES COUNTY ASSESSOR

BENCH MARK REFERENCE:
U.S.G.S. BENCH MARK "BM 116"
UNITED STATES GEOLOGICAL SURVEY BENCH MARK "BM 116" AS SHOWN ON THE "VENICE" 7.5 MINUTE QUADRANGLE MAP.

ELEVATION: 118.5 FEET A.M.S.L. (NAVD88) (DATUM VERIFIED IN FIELD TO BE WITHIN 1-A ACCURACY STANDARDS)

TITLE REPORT IDENTIFICATION:
LAWYERS TITLE INSURANCE CORPORATION, PRELIMINARY TITLE REPORT NO. 11661244-10, DATED: JUNE 1, 2009.

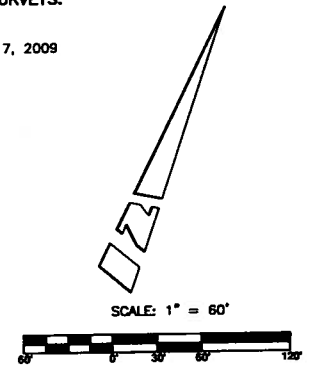
EASEMENT NOTES:
EASEMENT(S) SHOWN HEREON ARE PER LAWYERS TITLE INSURANCE CORPORATION, PRELIMINARY TITLE REPORT NO. 11661244-10, DATED: JUNE 1, 2009.

1. AN EASEMENT GRANTED TO STORER CABLE T.V. INC., FOR CONDUITS AND CABLES AND PULL BOXES FOR THE CONVEYANCE OF TELEVISION SIGNALS, RECORDED JANUARY 22, 1969, AS INSTRUMENT NO. 2089, OFFICIAL RECORDS. (NOT PLOTTABLE FROM SAID DOCUMENT, 2' WIDE EASEMENT SHOWN ON CITY ENGINEER DRAWING #M689 WHICH IS NOT INCLUDED IN THE RECORDED DOCUMENT NOR IN PTR DOCUMENTS)

LEGAL DESCRIPTION:
LOT 1 OF TRACT NO. 2356, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 15 WEST, OF THE RANCHO SAUSAL REDONDO, AS SHOWN ON MAP OF PARTITION OF PROPERTY FORMERLY OF THE REDONDO LAND COMPANY, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SUBDIVIDED BY JAMES F. TOWELL, ET AL., COMMISSIONERS, SURVEYED AUGUST 1897, BY L. FRIEL, AND KNOWN AS RECORDER'S FILED MAP NO. 140, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEASTERLY CORNER OF BLOCK "F" OF THE THIRD ADDITION TO NORTH MANHATTAN BEACH, AS PER MAP RECORDED IN BOOK 2, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID ADDITION, 460 FEET; THENCE NORTH 67° 28' EAST 146 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY TO A POINT INTERSECTED BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK "F" IN SAID ADDITION; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID BLOCK "F", PROLONGED, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM A STRIP OF LAND 50 FEET WIDE OFF THE EASTERLY SIDE THEREOF, PARALLEL WITH AND ADJOINING SAID RAILROAD RIGHT OF WAY.
ALSO EXCEPT THEREFROM THE SOUTHWESTERLY 50 FEET THEREOF, MEASURED AT RIGHT ANGLES, TO THE SOUTHWESTERLY LINE THEREOF.
ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WITHIN TRACT NO. 3149, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 32, PAGES 79 AND 80 AND TRACT NO. 9029, IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 122, PAGES 16 AND 17, BOTH OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DATE OF SURVEYS:
MAY 4, 2009
SEPTEMBER 17, 2009



SEE SHEET LS-2 FOR SITE DETAILS



12841 Newport Avenue
Tustin, California 92780-2711
(714) 665-9500
Fax (714) 665-9501

PREPARED BY:
BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVENUE, SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

APPLICANT
verizon wireless
15505 Sand Canyon Avenue
Building D, 1st Floor
Irvine, California 92618
(949) 286-7000

SITE INFORMATION
MARINE - LIVE OAK PARK
1901 VALLEY DRIVE
MANHATTAN BEACH, CA 90265

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDING		
SEWER		
NEW OR ADD		
NEW OR		
NEW OR MODIFIED		
NEW UTILITY CONDUIT		
NEW CONDUIT, WIRE		
NEW POLE, SIGN		

ISSUE DATE
05/11/09
Construction Review

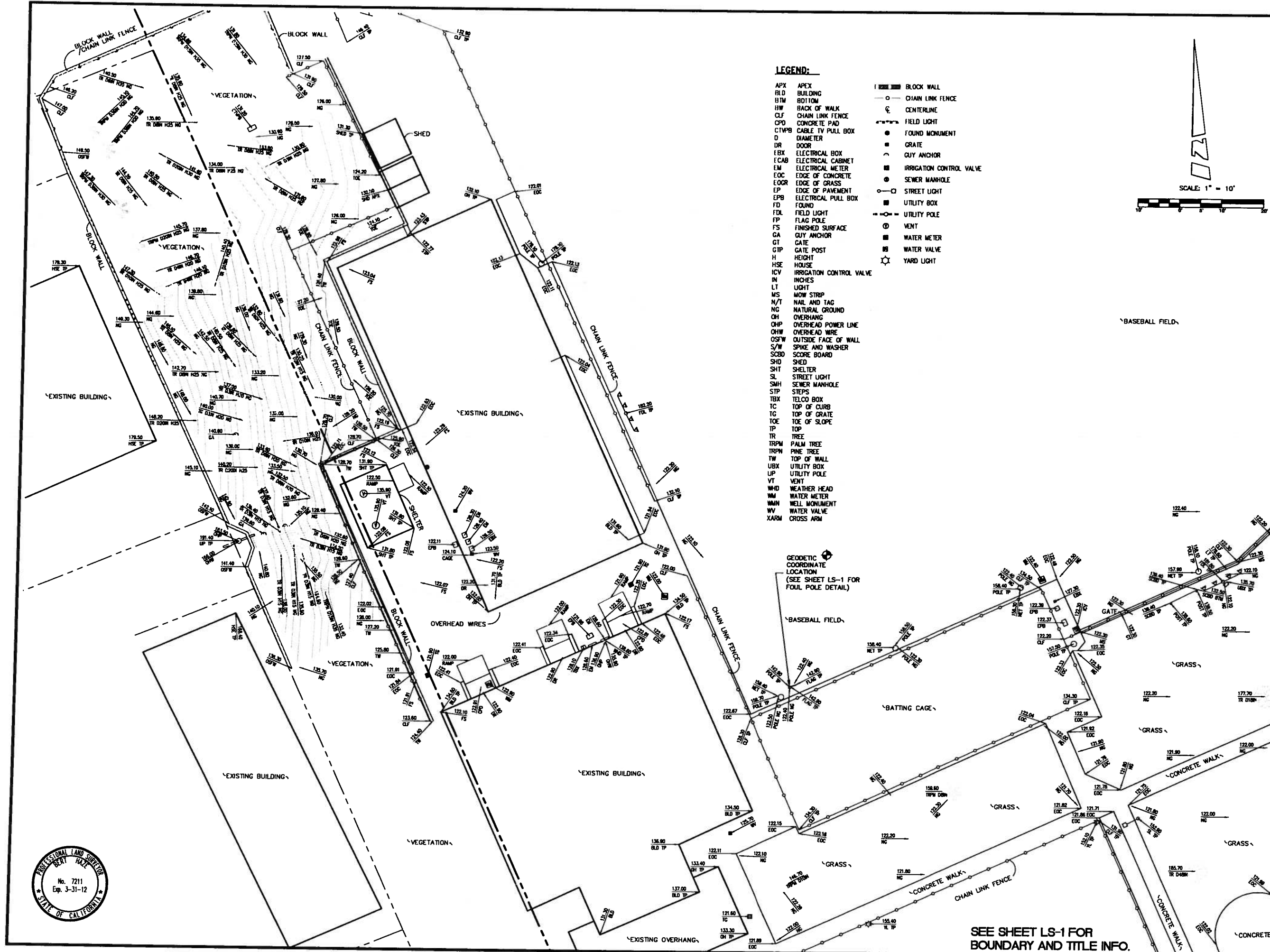
REVISIONS

Description	Date
1 ISSUED FOR REVIEW (YT)	05/11/09
2 ADDED TOPO (YT)	05/14/09
3 ADDED TITLE INFO. (BH)	07/17/09
4 ADD. TOPO/REV. COORD. (YT)	09/24/09
5 ADD. TOPO/REV. COORD. (RF)	02/22/10

Job Number: **JL 728.051** Drawn By: **YT**
Scale: **AS SHOWN** Checked By: **CWW**

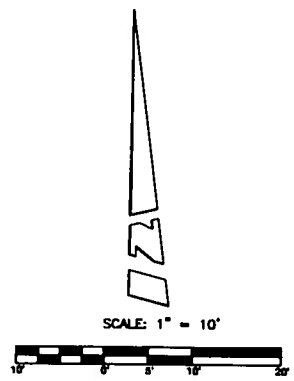
SHEET TITLE
TOPOGRAPHIC SURVEY

LS-1



LEGEND:

- APX APEX
- BLD BUILDING
- BTM BOTTOM
- BW BACK OF WALK
- CLF CHAIN LINK FENCE
- CPD CONCRETE PAD
- CTVPB CABLE TV PULL BOX
- D DIAMETER
- DR DOOR
- EBX ELECTRICAL BOX
- ECAB ELECTRICAL CABINET
- EM ELECTRICAL METER
- EOC EDGE OF CONCRETE
- EOGR EDGE OF GRASS
- EP EDGE OF PAVEMENT
- EPB ELECTRICAL PULL BOX
- FD FOUND
- FDL FIELD LIGHT
- FP FLAG POLE
- FS FINISHED SURFACE
- GA GUY ANCHOR
- GT GATE
- GTP GATE POST
- H HEIGHT
- HSE HOUSE
- ICV IRRIGATION CONTROL VALVE
- IN INCHES
- LT LIGHT
- MS MOW STRIP
- N/T NAIL AND TAG
- NG NATURAL GROUND
- OH OVERHANG
- OHWP OVERHEAD POWER LINE
- OHW OVERHEAD WIRE
- OSFW OUTSIDE FACE OF WALL
- S/W SPIKE AND WASHER
- SCDB SCORE BOARD
- SHD SHED
- SHT SHELTER
- SL STREET LIGHT
- SMH SEWER MANHOLE
- STP STEPS
- TBX TELCO BOX
- TC TOP OF CURB
- TG TOP OF GRATE
- TOE TOE OF SLOPE
- TP TOP
- TR TREE
- TRPM PALM TREE
- TRPN PINE TREE
- TW TOP OF WALL
- UBX UTILITY BOX
- UP UTILITY POLE
- VT VENT
- WHD WEATHER HEAD
- WM WATER METER
- WMN WELL MONUMENT
- WV WATER VALVE
- XARM CROSS ARM



CRCARNEY ARCHITECTS

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PREPARED BY:
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SITE INFORMATION

MARINE - LIVE OAK PARK
1901 VALLEY DRIVE
MANHATTAN BEACH, CA 90265

APPROVALS

DEPARTMENT	INITIALS	DATE
LANDING		
SEWER		
VIEW AND ADJ.		
VIEW GR.		
VIEW IMPROVEMENTS		
VIEW UTILITY CONDS.		
VIEW CONC. WALK.		
VIEW FENCE		

ISSUE DATE

05/11/09
Construction Review

REVISIONS

△	Description	Date
1	ISSUED FOR REVIEW (YT)	05/11/09
2	ADDED TOPO (YT)	05/14/09
3	ADDED TITLE INFO. (BHI)	07/17/09
4	ADD. TOPO/REV. COORD. (YT)	09/24/09
5	ADD. TOPO/REV. COORD. (RF)	02/22/10

Job Number: JL 728.051	Drawn By: YT
Scale: 1" = 10'	Checked By: CWW

SHEET TITLE

TOPOGRAPHIC SURVEY

LS-2



SEE SHEET LS-1 FOR BOUNDARY AND TITLE INFO.

DRAFT

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") is made this _____ day of _____, 2010 between the City of Manhattan Beach, a municipal corporation, with its mailing address located at 1400 Highland Avenue, Manhattan Beach, California 90266 hereinafter designated LESSOR and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), legally described on Exhibit "A" attached hereto and made a part hereof, and located at 1901 Valley Drive, Manhattan Beach, California 90266, and being described as an eleven (11) foot by twenty-three (23) foot parcel containing approximately two hundred fifty-three (253) square feet, and a second parcel being described as a five (5) foot by five (5) foot parcel containing approximately twenty-five (25) square feet (together, the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Valley Drive, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such work shall be borne by the LESSEE.

3. **TERM; RENTAL.** This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty-Nine Thousand and 00/100 Dollars (\$39,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date

EXHIBIT ▽
CCM 3/2/10

DRAFT

SITE NAME: Marine
SITE NUMBER: 159558
ATTY/DATE: CJZ/07.09

LESSEE commences installation of the equipment on the Premises, or the date that is twenty-four (24) months after full execution of this Agreement, whichever occurs first. In the event the determinative date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and a written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

In exchange for LESSOR's agreement to extend the Commencement Date, LESSEE shall pay to LESSOR an up-front rental payment in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) as additional rent, within forty-five (45) days after full execution of this Agreement.

In the event LESSEE fails to make a rental payment when due, LESSOR may charge a late fee of ten percent (10%) of the amount of such delinquent payment.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term (as defined below) of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or

transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASES. Commencing on the first (1st) annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term, the annual rent shall increase by an amount equal to five percent (5%) of the rent for the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or

partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement) consisting of materials and of a design approved by LESSOR, which approval shall not be unreasonably conditioned, withheld or delayed. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

b. In connection with the installation of LESSEE's facility, LESSEE shall remove and dismantle LESSOR's existing foul pole ("Existing Pole") located on the Premises as shown

on Exhibit "B", which removal shall be contingent upon LESSEE obtaining all necessary certificates, permits and other approvals that may be required by any federal, state or local authorities in connection with same. LESSEE shall dismantle and remove or shall cause the Existing Pole to be dismantled and removed in a safe and workmanlike manner. LESSOR shall cooperate with LESSEE with regard to such dismantling and removal of the Existing Pole.

c. After the dismantling and removal of the Existing Pole has been completed, LESSEE agrees that it will install a new pole ("New Pole") in compliance with all applicable laws and substantially in accordance with plans and specifications (the "Plans") to be approved by LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days after LESSOR receives LESSEE's notice that installation of the New Pole has been completed, LESSOR shall inspect the New Pole with a representative of LESSEE present. If LESSOR provides written notice to LESSEE of LESSOR's approval of the New Pole within such thirty (30) day period, LESSEE shall execute the documentation specified herein. If LESSOR provides written notice of any installation deficiencies to LESSEE within said thirty (30) day time period (the "Notice"), LESSEE shall commence any repairs and/or remedial work necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, LESSOR shall re-inspect the New Pole, but only with respect to such installation deficiencies while in the presence of a LESSEE representative. If LESSOR reasonably determines that LESSEE has corrected such installation deficiencies in compliance with the Notice, LESSOR shall give LESSEE written approval of the New Pole, and LESSEE shall thereafter execute the documentation specified herein. In the event LESSOR either fails to approve installation of the New Pole, as described above, or fails to provide the Notice to LESSEE within such thirty (30) day time period, LESSOR shall be deemed to approve LESSEE's installation of, and shall be deemed to approve the New Pole, and accepted it in its "as is" condition, and LESSEE shall have no further liability with respect to construction of same. After such thirty (30) day period has expired, LESSEE shall execute the documents specified herein. Upon the expiration of the Term of this Agreement, LESSEE will deliver to LESSOR the following documentation: (a) LESSEE will execute and deliver to LESSOR a bill of sale substantially in the form of Exhibit "D," attached hereto and made a part hereof, transferring all of its right, title and interest in the New Pole to LESSOR; and (b) LESSEE will execute and deliver to LESSOR, in a form reasonably acceptable to LESSOR, assignment(s) of all manufacturers' and contractors' warranties with respect to the New Pole (to the extent that such warranties are assignable), consented to by the manufacturers and contractors, such that LESSOR will enjoy the benefit of all such warranties in the same manner as would be enjoyed if LESSOR had directly contracted for the materials comprising, and installation of, the New Pole.

9. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for

injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within sixty (60) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. If LESSEE fails to remove any of the foregoing equipment within the sixty (60) day period, LESSOR shall provide LESSEE with written notice of its intent to take ownership of the equipment. If LESSEE fails to remove the equipment within ten (10) days from LESSEE's receipt of such written notice, then such equipment will become the property of LESSOR. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered

fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attention: Finance Director

LESSEE: Los Angeles SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. Intentionally Deleted.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be

required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the

rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature page follows]

SITE NAME: Marine
SITE NUMBER: 159558
ATTY/DATE: CJZ/07.09

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Manhattan Beach

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM.

By 
City Attorney

LESSEE:

Los Angeles SMSA Limited Partnership d/b/a
Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____

Name: Walter L. Jones, Jr.

Title: Area Vice President Network

SITE NAME: Marine
SITE NUMBER: 159558
ATTY/DATE: CJZ/07.09

Exhibit "A"

Legal Description of the Property

SITE NAME: Marine
SITE NUMBER: 159558
ATTY/DATE: CJZ/07.09

Exhibit "B"
Description of the Premises

SITE NAME: Marine
SITE NUMBER: 159558
ATTY/DATE: CJZ/07.09

Exhibit "C"
Survey

Exhibit "D"

(Bill of Sale)

THIS BILL OF SALE (the "Bill of Sale") is made as of the ____ day of _____, 20____, (the "Effective Date") by Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with a mailing address of 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate ("Verizon Wireless") in favor of the City of Manhattan, with a mailing address of 1400 Highland Avenue, Manhattan Beach, California 90266 ("City").

For good and valuable consideration received by Verizon Wireless, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Verizon Wireless hereby sells, assigns, transfers, conveys and delivers to City all of Verizon Wireless' right, title and interest in and to the New Pole more particularly described and constructed on the land located at 1901 Valley Drive, Manhattan Beach, California 90266, and each and every component thereof (the "New Pole").

2. Verizon Wireless hereby represents and warrants to the best of Verizon Wireless' current, actual knowledge as follows:

(a) Verizon Wireless owns and has merchantable title to the New Pole free and clear of all any and all liens, encumbrances and rights of third parties; and

(b) The New Pole complies with all applicable laws, and was constructed substantially in accordance with the plans and specifications approved by City.

3. Except as set forth in the immediately preceding paragraph, the New Pole being transferred hereunder is transferred "as is" without any representations or warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose.

IN WITNESS WHEREOF, Verizon Wireless has executed this Bill of Sale as of the day and year first written above.

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____
Name: Walter L. Jones, Jr.
Title: Area Vice President Network

CITY OF MANHATTAN BEACH
NOTICE OF PROPOSED APPLICATION FOR THE INSTALLATION OF A TELECOMMUNICATIONS
FACILITY LOCATED ON CITY PROPERTY AT LIVE OAK PARK

The Community Development Department is currently reviewing a proposed Telecom Permit application for the installation of a new Telecommunications Facility located on City property at 1601 Valley Drive (Live Oak Park), pursuant to provisions of Section 13.02.060 of the City of Manhattan Beach Municipal Code.

Applicant: MMI-Titan Inc. representing Verizon Wireless

Project Location: 1601 Valley Drive-Live Oak Park

Project Description: The City of Manhattan Beach is currently considering and reviewing an application for the installation of new telecommunication facility at Live Oak Park. The purpose of the proposed telecommunication facility is to enhance Verizon Wireless cellular phone coverage within the City of Manhattan Beach. The proposed facility will help Verizon Wireless with its current coverage and capacity problems and help in the event that telephone (wireless) service is interrupted during an emergency situation or natural disaster. The City is reviewing several different locations for the installation of the facility all of which will be co-located on existing utility poles such as the stadium light poles or wooden foul poles at the baseball field. The intent is to allow Verizon wireless to achieve its service objectives while taking into consideration our residents and visitors general welfare and use of the park. For reference, a "photo simulation" illustrating an example of the project location is provided below. The photo simulation depicts how the facility would look if it were to be co-located on a new stadium light pole. The City is inviting all affected residents within a five hundred foot (500') radius of the park to provide comments if desired by the date indicated below.

City Contact: Michael P. Rocque, Assistant Planner
(310) 802-5512; mrocque@citymb.info

Further Information: Additional information can be obtained by reviewing the project file available at the Community Development Department, Manhattan Beach City Hall, Monday through Friday 8:00AM to 5:00PM, or by phoning or e-mailing the City contact (see above).

Public Comments & Approval Process: Comments are invited but must be received in writing no later than **December 15, 2009**, after which date the Community Development Department will consider all comments and move forward with making a decision on a final location in agreement with the applicant and City Council.

Mailed comments should be sent to:
City of Manhattan Beach
Attention: Michael P. Rocque, Assistant Planner
Community Development Department
1400 Highland Avenue
Manhattan Beach, CA 90266

E-mailed comments to: mrocque@citymb.info

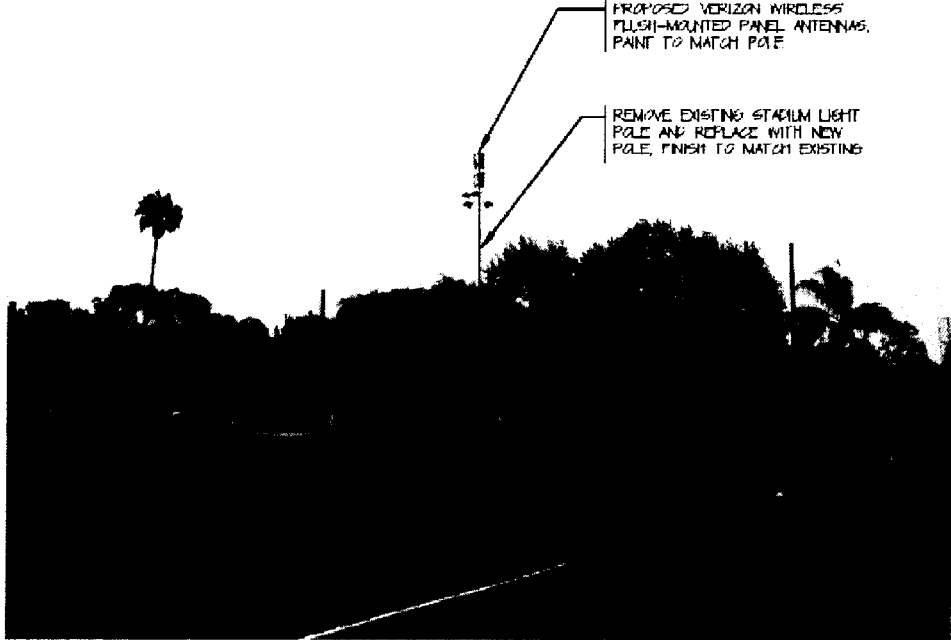
RICHARD THOMPSON
Director of Community Development
Date Mailed: December 4, 2009



Example of Project Location



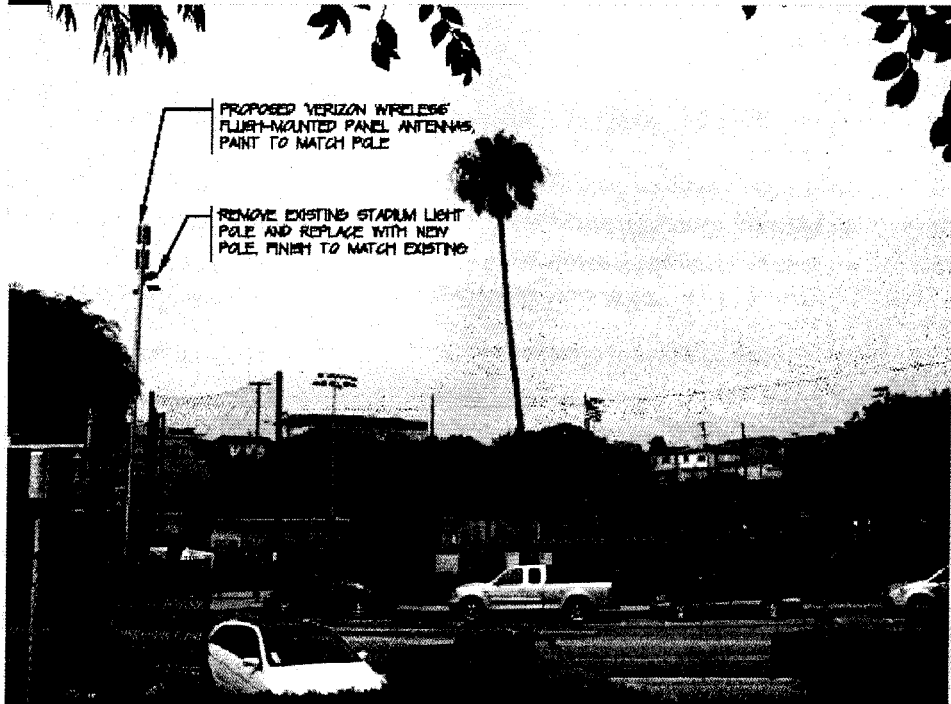
VIEW A PROPOSED TELECOM SITE



Southeast view from Park



VIEW D PROPOSED TELECOM SITE



Looking directly West from Valley/Ardmore



**NOTICE OF PUBLIC MEETING BEFORE THE CITY COUNCIL OF
THE CITY OF MANHATTAN BEACH REGARDING THE
INSTALLATION OF A TELECOMMUNICATIONS FACILITY
LOCATED ON CITY PROPERTY AT LIVE OAK PARK (DORSEY
FIELD)**

A public meeting will be held before the City Council of the City of Manhattan Beach to consider and **approve** an application for the approval of a lease and installation of new telecommunications facility at 1601 Valley Drive-Live Oak Park (Dorsey Field).

The purpose of the proposed telecommunication facility is to enhance Verizon Wireless cellular phone coverage within the City of Manhattan Beach. The proposed facility will help Verizon Wireless with its current coverage and capacity problems and help in the event that telephone (wireless) service is interrupted during an emergency situation or natural disaster. The applicant is proposing to locate the facility on top of the right field foul pole and replace the existing pole with a new flush mounted panel antenna design pole which will be painted yellow to match the color of the new pole. For reference, a "photo simulation" illustrating the project location is provided below.

An initial notice was sent on December 4, 2009 informing all affected residents that the City was considering and reviewing several different locations all of which were to be co-located on existing utility/foul poles. The City has worked diligently with the applicant and has come up with the best and most feasible location and design for this telecommunication facility.

The meeting will be held:

**Tuesday, March 2nd, 2010 at 6:30 p.m.
in the City Council Chambers at City Hall,
1400 Highland Avenue, Manhattan Beach.**

Anyone wishing to provide written comments for inclusion in the March 2nd Staff Report must do so by February 24, 2010. All comments received after this date will be forwarded to the City Council at or prior to the meeting. Persons wishing to receive additional information regarding the new telecommunications facility may contact Michael P. Rocque, Assistant Planner at 310 - 802-5512 or mrocque@citymb.info

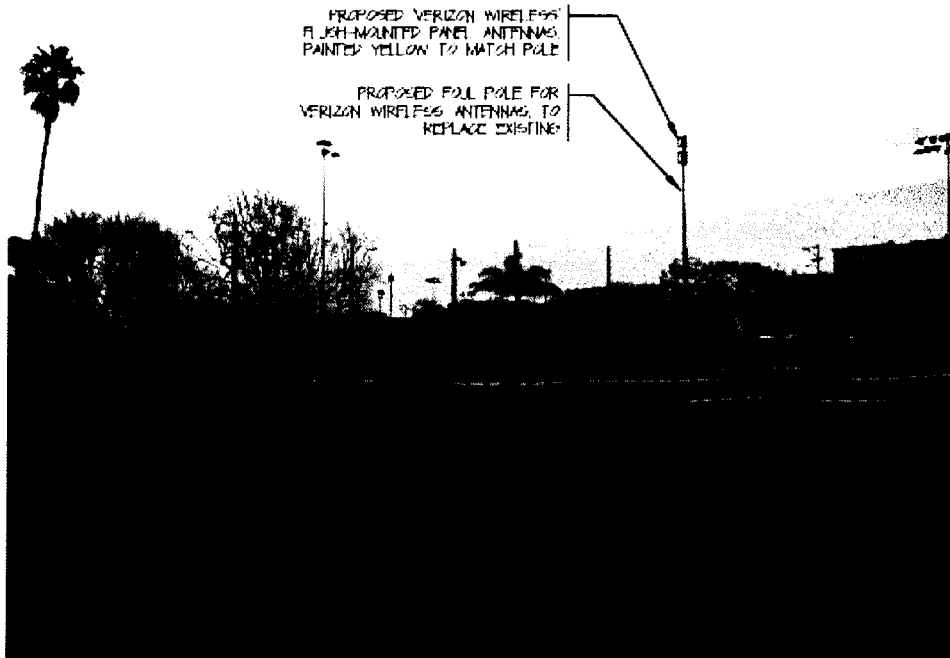
If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the meeting described in this Notice, or in correspondence delivered to the City Council at, or prior to, the meeting.

Laurie B. Jester
Acting Director of Community Development

Dated: February 17, 2010

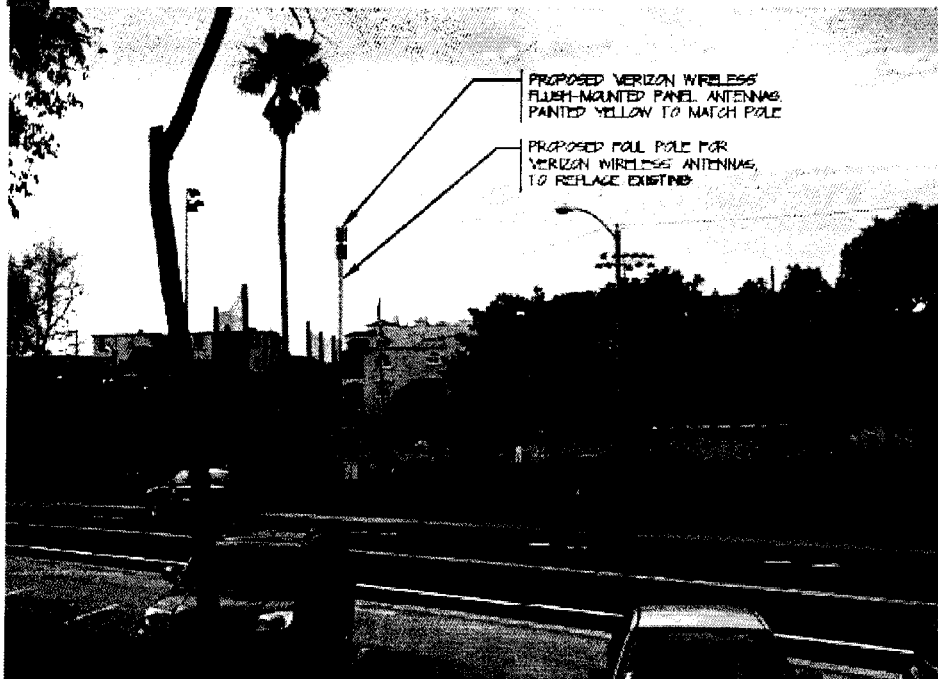
EXHIBIT F
CC Mtg. 3/2/10

VIEW A PROPOSED TELECOM SITE



Southwest View from Park

VIEW B PROPOSED TELECOM SITE



Looking directly West from Valley/Ardmore

Michael Rocque

From: Kevin Quigley [kevin_quigley@symantec.com]
Sent: Saturday, February 20, 2010 8:27 AM
To: Michael Rocque
Subject: RE: verizon tower

Michael, I got a second notice today in the mail regarding this issue. As a person who often works from home, it is really important that MB approves this new cell tower. Additionally, I am a father of two young boys – cell phone signal availability is an important safety issue.

Thanks again.

Kevin

Kevin Quigley
Symantec Healthcare Vertical
C: 310-773-6480

From: Michael Rocque [mailto:mrocque@citymb.info]
Sent: Tuesday, December 15, 2009 2:00 PM
To: Kevin Quigley
Subject: RE: verizon tower

Kevin-

Thank you for your email in support of the proposed location at Live Oak Park. A second notice will be sent out within a few weeks giving a final decision on the site. If approved the site would be up and operational sometime in February-March 2010 depending on the on how fast Verizon get all required permits, etc.

Michael P. Rocque
Assistant Planner
City of Manhattan Beach
Community Development Department
mrocque@citymb.info
(310) 802-5512

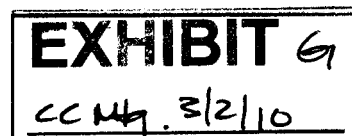
From: Kevin Quigley [mailto:kevin_quigley@symantec.com]
Sent: Tuesday, December 15, 2009 1:23 PM
To: Michael Rocque
Subject: verizon tower

Michael,

My family and I live at 428 Marine Avenue, so we are outside of the 500ft range of the proposed Verizon wireless, but we would receive its benefits. My vote is a strong "YES" to allowing the new tower. Like a lot of locals, I often work from home. Because of the poor Verizon coverage, I often cannot take calls on my cell (which is my primary line). A new tower would be great!!!

Thanks,

Kevin Quigley
Symantec Healthcare Vertical
C: 310-773-6480



1 of 2

2/25/2010

Michael Rocque

From: Marian Folger [marianf1@verizon.net]
Sent: Wednesday, February 24, 2010 12:39 PM
To: Michael Rocque
Subject: 3/2/10 council meeting / verizon

I live in the 600 block of 19th street and am tired of crawling on a bookcase and leaning by the window to get Verizon reception. I welcome the new tower.

EXHIBIT 9
ccmtg. 3/2/10

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