

Council Meeting of  
March 6, 2007

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: City Manager – Approve a Lease with Sprint PCS ASSETS, L.L.C., a Delaware Limited Liability Company for a portion of City-owned property located at 4727 Emerald Street (Victor Park parking lot).**

**RECOMMENDATION**

The City Manager recommends that City Council:

- Adopt a RESOLUTION of the City Council of the City of Torrance determining certain city-owned property is not required for city purposes and that leasing the property is in the public interest (RESOLUTION); and
- Authorize the Mayor to Execute and the City Clerk to Attest to an Option to Lease and Lease by and between the City of Torrance (CITY) and Sprint PCS ASSETS, L.L.C., a Delaware Limited Liability Company, for a portion of City-owned property located at 4727 Emerald Street (Victor Park parking lot).

**FUNDING**

Funding is not required for this item; if approved, there is one-time revenue of \$2,300 for the Option to Lease, and if the Lease option is exercised, the annual rent is \$27,600.

**BACKGROUND**

The subject Lease was brought before the Parks and Recreation Commission as a concept on May 11, 2005 (Attachment D). The purpose of the transmittal to the Commission was to gauge interest and receive input prior to entering into a negotiation process. The Commission received staff's presentation and with some discussion and comments (Attachment E), approved the concept 7-0. At that time the concept was for a monopole to be placed at the northern border of the park with treatment to look like a palm tree. The location proved difficult and other areas of the park were explored.

A second proposal was brought before the Commission on November 9, 2005 (Attachment F) which explored the use of a non-usable area of the parking lot for the ground facility and replacement of a light standard with a cell pole and light standard combination. The Commission concurred with this recommendation provided that the ground facility equipment is placed in an underground vault so that it would not block views into the park. The Commission also requested that the vault be designed to support a vehicle. The vault will be installed but will not support vehicles, the vault will instead have a landscaped area to improve aesthetics and provide a buffer to vehicular access.

The Parks and Recreation Commission in their deliberations voted to request that the proceeds from this Lease be directed as a revenue stream to the Park Facilities Fund as a

revenue source for equipment. The Commission felt that since an area of the park was going to be utilized for this Lease then the revenue should come back as a source for park improvements. It has been requested that the City Council consider this in their deliberations.

## **ANALYSIS**

### **SURPLUS PROPERTY RESOLUTION**

The Surplus Property Resolution states that the property is not required for City use. The area of the parking lot proposed for the Lease is currently designated as a no parking area and therefore will not diminish use at the park. The Resolution documents the intent to Lease the property and that in doing so; it is the benefit to the public.

### **LEASE**

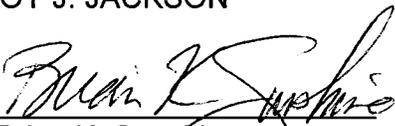
The proposed Lease is for an initial period of ten years with four five-year options. The Lease will be adjusted annually by 3% including all option years. The Lease has an annual inflator of 3% and requires a termination fee of 6 months rent during the initial period and three months rent during any extension if the Lease were to be terminated by the Lessee. The Lease area is approximately 300 square feet.

The Lease requires the placement of the ground facility into a vault in the parking lot at Victor Park with enhanced landscaping and the monopole to be installed as a replacement to an existing light standard.

The Lease before you this evening requires the proposed tenant to make a substantial capital investment in undergrounding the facilities; it has been agreed upon and is a requirement of this Lease.

Respectfully submitted,

LeROY J. JACKSON

By:   
 Brian K. Sunshine  
 Assistant to the City Manager

CONCUR:

  
 LeRoy J. Jackson  
 City Manager

### Attachments:

- A. Vicinity Map
- B. Option to Lease/Lease
- C. Telecom Committee approval of March 10, 2006
- D. Parks and Recreation Commission Item dated May 11, 2005
- E. Parks and Recreation Commission minutes of May 11, 2005
- F. Parks and Recreation Commission Item dated November 9, 2005
- G. Parks and Recreation Commission minutes of November 9, 2005

**RESOLUTION NO. 2007-\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE DETERMINING CERTAIN CITY-OWNED PROPERTY NOT REQUIRED FOR CITY PURPOSES AND THAT LEASING THE PROPERTY IS IN THE PUBLIC INTEREST.

WHEREAS, the City of Torrance (City) is the owner in fee of approximately 300 square feet of real property (PROPERTY) described in Exhibit A; and

WHEREAS, the PROPERTY is an unused portion of parking lot located at Victor Park 4727 Emerald Street in the City of Torrance; and

WHEREAS, the lease of the PROPERTY by City has benefit to the City by providing enhanced communication capabilities to residents and businesses that use Sprint services as well as provide revenue to the City;

WHEREAS, the City has negotiated a lease (LEASE) of the PROPERTY with SPRINT PCS ASSETS, LLC a Delaware limited liability company. (LEASEE).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TORRANCE HEREBY FIND AND DETERMINE AS FOLLOWS:

1. The PROPERTY is not required for City purposes.
2. It is in the public interest that the LEASE between City and SPRINT PCS ASSETS, LLC, a Delaware limited liability company be executed by the City and delivered to the LESSEE.

- 3. The Mayor is authorized to execute the LEASE on behalf of the City and the City Clerk shall attest to the Mayor's signature and deliver the LEASE to the LEASEE.

**INTRODUCED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
 Frank Scotto,  
 Mayor of the City of Torrance

ATTEST:

\_\_\_\_\_  
 Sue Herbers,  
 City Clerk of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
 City Attorney

By \_\_\_\_\_  
 Ronald T. Pohl  
 Assistant City Attorney

**EXHIBIT "A"****DESCRIPTION OF LESSOR'S PROPERTY**

THE EAST 125.5 FEET OF LOT 26 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO LOT 27 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.





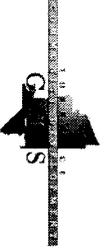
**PROPOSED VAULT**

**PROPOSED CELL ANTENNA**

**EMERALD ST.**

**ANZA AVE.**

**VICINITY MAP SHOWING VICTOR PARK AND PROPOSED CELL SITE**



MAPPED BY:  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 AUSTIN W. OSBORN  
 COMMUNITY DEVELOPMENT DIRECTOR



NOT TO SCALE  
 THIS MAP AND THE INFORMATION CONTAINED THEREIN  
 NOT TO BE USED FOR ESTABLISHING  
 ABSOLUTE OR RELATIVE POSITIONS.



### OPTION TO LEASE

This Option to Lease (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2007 between the CITY OF TORRANCE, a municipal corporation, with its principal offices located at 3031 Torrance Boulevard, Tax ID # 95-6000803 hereinafter designated LESSOR and Sprint PCS ASSETS, L.L.C., a Delaware Limited Liability Company with its principal business location at Sprint Contracts & Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located in the City of Torrance, Los Angeles County, State of California, as more particularly described in Exhibit "A-1" (the entirety of LESSOR's property is referred to hereinafter as the "LESSOR's Property"). LESSOR's Property is located at 4727 Emerald Street, Torrance California Assessor's Parcel Number 7519-026-900. LESSEE desires to obtain an option to lease a portion of said LESSOR's Property, with a right of way for access thereto and easements for telephone and electric utilities, with said portion containing approximately three hundred (300) square feet of ground space for placement of utility equipment and an underground equipment vault, additional ground space for installation of a light pole antenna structure, and additional ground space for installation of cables to connect LESSEE's equipment and antennas, all as substantially described and shown on Exhibit "A 2" (as more fully described in the Lease, the "Premises").

NOW THEREFORE, in consideration of the sum of Two Thousand Three Hundred Dollars (\$2,300.00), hereinafter referred to as "Option Money", to be paid in good and immediately available funds by LESSEE to the LESSOR within thirty (30) days of the Parties' full execution of this Agreement (the "Effective Date"), the LESSOR hereby grants to LESSEE the option to lease the Premises (the "Option"), for the rent, term, and in accordance with the covenants and conditions set forth in the Lease, the form of which is attached hereto as Exhibit "B". The Option shall commence on the Effective Date and shall continue until 4:00 p.m. PST on the date that is six (6) calendar months following the Effective Date (the "Initial Option Period"). At LESSEE's election, LESSEE may extend the Initial Option Period for two additional periods of six (6) calendar months (each, an "Extended Option Period"), so long as (i) LESSEE is not in default hereunder (after the giving of written notice and beyond the expiration of all applicable cure periods), (ii) prior to the expiration of the Initial Option Period or the first Extended Option Period, as applicable, LESSEE has delivered to LESSOR, (a) written notice that LESSEE intends to extend the applicable option period, together with (b) an additional payment in good and immediately available funds in the amount of Two Thousand Three Hundred Dollars (\$2,300.00) for each applicable extension. The time during which the Option may be exercised may be further extended by mutual agreement by the Parties in writing.

In the event that LESSEE desires to exercise the Option and has performed all acts in the time and manner as required by the terms hereof and is not in default under any provision of this Agreement (after the giving of written notice and beyond the expiration of all applicable cure

periods), LESSEE may exercise its Option by delivering to LESSOR on or before 4:00 p.m. PST on the date which the Option or any extension granted hereunder would otherwise expire, the following:

- (a) written notice of such exercise; and
- (b) two (2) duly executed (and with respect to the Memorandum of Ground Lease acknowledged) originals of the Lease and the Memorandum of Ground Lease; and (c) a certified check or other immediately available funds in the amount of Two Thousand Three Hundred Dollars (\$2,300.00), in payment of the first month's rent, as required by Section 2 of the Lease.

Should LESSEE fail to exercise the Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this Option automatically terminated, without necessity of any action by either Party, and LESSOR shall retain all money paid for the Option, and, except as expressly set forth herein, no additional money shall be payable or other obligation required to be satisfied by either Party to the other.

If during the Option period, the LESSOR decides to subdivide, sell or change the status of the LESSOR's Property or its property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

Except as hereinafter set forth, LESSEE may not sell, transfer, assign or hypothecate this Option, or its interest therein, in whole or in part, without the prior written consent of LESSOR in each instance having first been obtained, which such consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing the Option may be transferred or assigned by the LESSEE with prior written notice to LESSOR, but without any approval or consent of the LESSOR to (a) the LESSEE's principal or subsidiaries of LESSEE's principal ("principal" being defined below), (b) to any entity which acquires all or substantially all of LESSEE's assets in the market (as defined by the Federal Communications Commission) in which the LESSOR's Property is located by reason of a merger, acquisition or other business reorganization, or (c) to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market (defined by the Federal Communications Commission) in which the LESSOR's Property is located (collectively, "Permitted Assignees"), provided that any such Permitted Assignee shall (i) have a net worth of at least Twenty-Five Million Dollars (\$25,000,000) (calculated in accordance with generally accepted accounting principles) as of the date of such proposed assignment, (ii) have at least five (5) years experience in the operation and management of comparable or larger facilities with uses consistent with the uses permitted hereunder, and (iii) does not have a reputation which would embarrass the LESSOR or disparage its reputation - e.g., a reputation for connections with or control by criminal elements, past criminal violations or prosecutions, or a reputation for disreputable practices. In addition, for the purposes of this Section, the term "principal" shall mean, as of the date hereof, any entity holding, directly or indirectly, an interest in LESSEE of fifty-one percent (51%) of greater.

LESSOR shall reasonably cooperate, at no expense to LESSOR, with LESSEE in its effort to (and prior to LESSEE'S exercise of the Option, LESSEE shall) obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE'S proposed use of the Premises (as described in the Lease). LESSOR shall take no action which would adversely affect the status of the LESSOR'S Property with respect to the proposed use by LESSEE. As a condition precedent to LESSEE'S exercise and LESSOR'S acceptance of the exercise of the Option, LESSEE, at LESSEE'S sole cost and expense, shall obtain any and all governmental approvals required for LESSEE'S intended use of the Premises, including, all Federal, State and Local approvals, without limitation subject only to reasonable conditions approved by LESSOR in LESSOR'S reasonable discretion.

It is understood and agreed that LESSEE'S ability to use the Premises is contingent upon LESSEE'S obtaining, at LESSEE'S sole cost and expense, after the execution date of this Agreement (a) all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities, (collectively, the "Governmental Approvals"), as well as (b) a satisfactory building structural analysis and/or soil boring tests (collectively, "Environmental Analysis") (which Environmental Analysis is subject to the provisions of the next paragraph) which will permit LESSEE'S use of the Premises as set forth herein. LESSOR, at not cost to LESSOR, shall cooperate with LESSEE in LESSEE'S effort to obtain the Governmental Approvals and the Environmental Analysis and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by LESSEE.

LESSOR shall permit LESSEE, during the Option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE; provided, however, that any invasive testing shall be subject to the prior written approval of LESSOR, which shall not be unreasonably withheld, conditioned or delayed. Any and all testing shall be done pursuant to a work plan approved by LESSOR in advance of such testing, which approval shall not be unreasonably withheld, conditioned or delayed. All tests completed on the Premises shall be undertaken in a safe, workmanlike and reasonable manner. LESSEE shall keep the Premises and the LESSOR'S Property free and clear of any liens and will indemnify, defend and hold LESSOR and the LESSOR'S Property harmless from all claims and liabilities asserted against LESSOR or the LESSOR'S Property and/or the Premises as a result of any such entry by LESSEE, its agents, employees or representatives, excepting, however, any such claims that are due to or caused by the gross negligence or willful misconduct of the LESSOR. Prior to commencement of any such investigation under this Agreement, LESSEE shall obtain and maintain throughout such period until completion from a financially responsible insurance company: (i) commercial general liability and property damage insurance, written on an occurrence basis, insuring against personal injury, death or property damage in the amount of at least One Million Dollars (\$1,000,000) combined single limit, per occurrence, (ii) worker's compensation insurance as required by law and employer's liability insurance; and (iii) business automobile coverage with limits of at least One Million Dollars (\$1,000,000). LESSEE shall be the named insured and LESSOR shall be an additional insured under the liability policies. Such insurance shall not be cancelable or subject to reduction in coverage except on at least thirty (30) days' prior written notice to LESSOR. Certificates evidencing such insurance and endorsements shall be delivered to LESSOR prior to commencement of any entry on the Property by LESSEE

under this Agreement. LESSEE shall also satisfy all insurance requirements applicable under the terms of governmental permits or approvals applicable to such investigations. The provisions of this paragraph relating to LESSEE'S indemnity shall expressly survive the termination of the Option.

LESSOR and LESSEE each agree to execute a Memorandum of this Option to Lease Agreement (the "Memorandum"), and record such Memorandum in accordance with California Government Code Section 37393. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

All notices, demands, or other communications under this Option will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the Party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purposes of giving notice are as follows:

LESSEE                      Sprint PCS ASSETS L.L.C.  
                                   Sprint Contracts & Performance  
                                   Mailstop KSOPHT0101-Z2650  
                                   6391 Sprint Parkway  
                                   Overland Park, Kansas 66251-2650  
                                   Attn: LA70XC332C

with a copy to:

Sprint Law Department  
 Mailstop KSOPHT0101-Z2020  
 6391 Sprint Parkway  
 Overland Park, Kansas 66251-2020  
 Attn.: Sprint Real Estate Attorney (LA70XC332C)

LESSOR                      City of Torrance  
                                   3031 Torrance Boulevard  
                                   Torrance, California 90509-2970  
                                   Attention: City Clerk  
                                   Copy To: City Attorney and City Manager

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Either Party may change its notice information by giving the other Party notice of the change in any matter permitted by this Agreement.

This Option shall not be amended or modified in any way, and no purported amendment or modification shall be effective, unless same has been (i) approved by the City Council and set forth in a written instrument, expressly purporting to amend this Option, executed by the City Manager or the Mayor for the City; and (ii) executed by LESSEE.

Time is of the essence of this Option.

The waiver by either LESSEE or the LESSOR of any breach of any of the covenants, agreements, obligations, conditions or provisions of this Agreement must be in writing and shall not be construed to be a waiver of such covenant, agreement, obligation, condition, term or provision upon any subsequent breach of the same or of any other covenant, agreement, obligation, condition, term or provision herein contained.

In the event any provision under this Option shall require or anticipate that either Party hereto make a judgment, give consent or approval, or exercise discretion, that Party agrees to do so reasonably and in good faith, with due diligence, communicated to the other Party in writing except in those instances where a provision of this Agreement specifically sets forth a different standard of approval, in which case the specific standard of that Option provision shall govern.

Exhibits "A-1", "A-2", and "B", each as attached to this Option, are incorporated herein and made a part hereof.

If any provision of this Option is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

This Option incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof.

Each Party acknowledges and agrees that it has had the opportunity to thoroughly review the terms contained herein, to obtain the advice of independent legal counsel in connection therewith, and that this Option is the product of negotiations between the Parties. Consequently,

the Parties agree that in the event of any dispute arising out of this Agreement, this instrument shall not be construed against one Party, and in favor of another, based upon the fact that one Party may have drafted this Option, or a particular provision thereof.

This Agreement is made under and shall be construed pursuant to the laws of the State of California. Any suit hereon or hereunder shall be brought only in a state or federal court sitting in the City of Los Angeles, State of California, and all Parties hereto hereby agree that venue shall lie therein.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.  
SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have executed this Option the date and year first above written.

**LESSOR:**

**LESSEE:**

**City of Torrance, a municipal corporation**

**SPRINT PCS ASSETS, L.L.C.,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Name: Frank Scotto  
Title: Honorable Mayor, City of Torrance

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sue Herbers  
Title: City Clerk, City of Torrance

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

John Fellows III

By: \_\_\_\_\_  
Ron Pohl, Assistant City Attorney

Date: \_\_\_\_\_



**EXHIBIT "A-1"****DESCRIPTION OF LESSOR'S PROPERTY**

THE EAST 125.5 FEET OF LOT 26 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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**EXHIBIT "A-2"****DESCRIPTION AND DEPICTION OF THE PREMISES**

**Plans depicting LESSEE's leased Premises and access and utility easements, consisting of 5 pages are attached hereto and incorporated herein by this reference.**

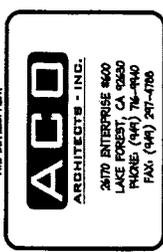
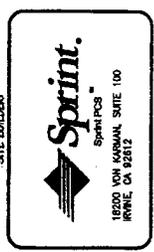
**[LESSEE TO SUBMIT PLANS TO LESSOR FOR REVIEW AND APPROVAL.]**





| REV. | DATE/REV. | REVISION DESCRIPTION  |
|------|-----------|-----------------------|
| 5    | 04/24/05  | CLIENT REVISION       |
| 6    | 05/05/05  | REDLINE REVISION      |
| 7    | 07/06/06  | RF REDLINE            |
| 8    | 02/16/07  | LEASE EMBLEM REVISION |
| 1    | 02/16/07  | LANDSCAPE PLANTER     |

SITE ACQUISITION / PLANNER



| APPROVED BY:   | INITIALS: | DATE: |
|----------------|-----------|-------|
| LANDLORD:      |           |       |
| SITE ACQ.      |           |       |
| ZONING:        |           |       |
| RF:            |           |       |
| INTERCONNECT:  |           |       |
| UTILITY COOR.: |           |       |
| CONST. MGR.:   |           |       |
| PROJECT MGR.:  |           |       |

SITE NAME: VICTOR PARK  
 SITE ADDRESS: LATOXC62C  
 4771 EBERALD STREET  
 TORRANCE, CA 90505

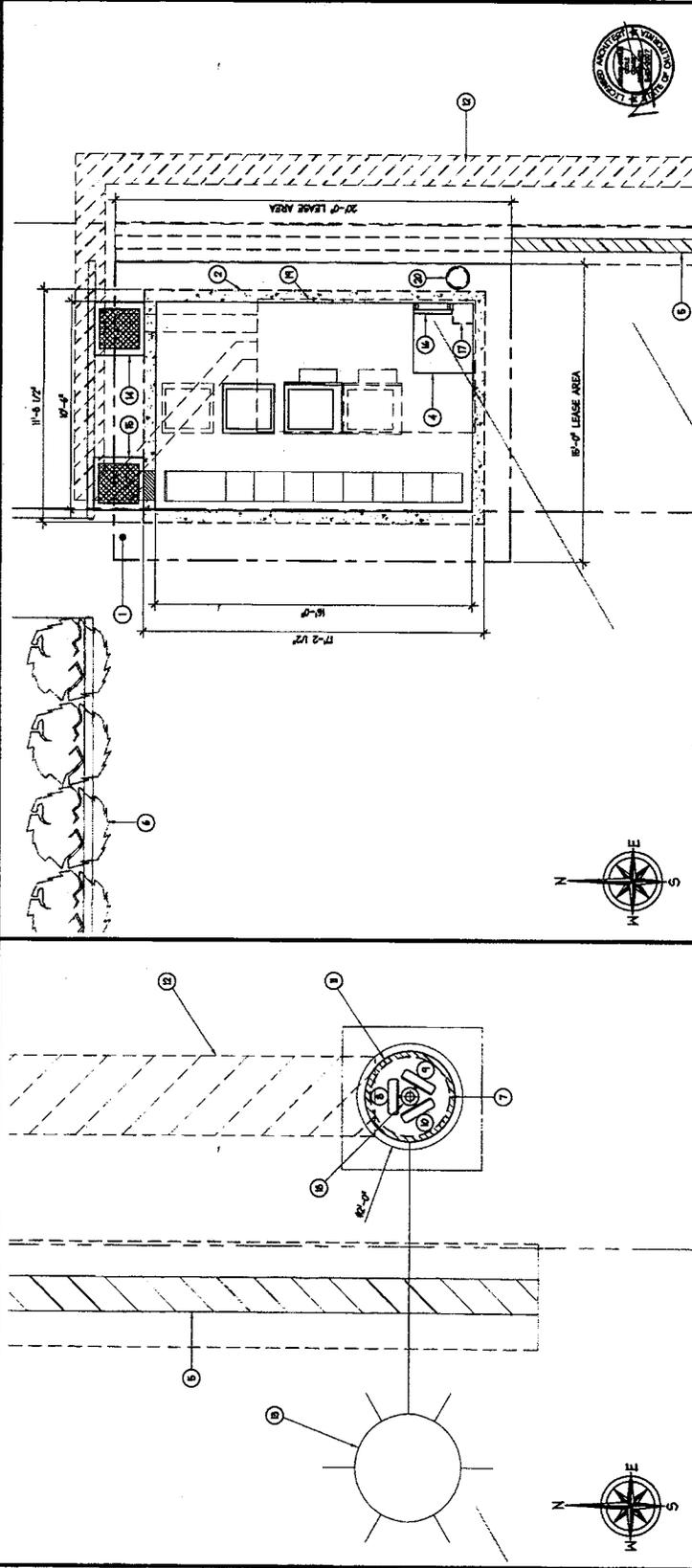
DETAILED SITE PLAN

| DWG. NAME: | DRAWN BY: | DATE:    |
|------------|-----------|----------|
| A2         | JT        | 02/20/06 |

9 OF 19 A-2

**NOTES:**

- NEW SPRINT 18'-0" x 20'-0" (30 SQ. FT.) EQUIPMENT LEASE AREA.
- NEW SPRINT 17'-5 1/2" x 11'-4 1/2" JEGO 3000 MANUFACTURED, GLASSCAST PRECAST, IN. SEE PERM. VOLT. SPES FOR STRUCTURAL DATA.
- NOT USED.
- NEW SPRINT 3'-0" x 3'-0" ACCESS MATCH.
- EXISTING BLOCK WALL.
- EXISTING TREE, TYPICAL.
- REPLACE EXISTING WITH NEW SPRINT 6' HIGH LIGHT STAND. AND LOCATION FOR FRONT ANTENNAS. HEIGHT OF LIGHTING ELEMENT TO MATCH EXISTING.
- NEW SPRINT (1) PANEL ANTENNA PER SECTOR 14' AT 0' MOUNTED BEHIND NEW UNCELL ON SPRINT LIGHT STAND.
- NEW SPRINT (1) PANEL ANTENNA PER SECTOR 14' AT 10' AFFRONT MOUNTED BEHIND NEW UNCELL ON SPRINT LIGHT STAND.
- NEW SPRINT (1) PANEL ANTENNA PER SECTOR 14' AT 24' AFFRONT MOUNTED BEHIND NEW UNCELL ON SPRINT LIGHT STAND.
- NEW SPRINT 20'-0" x 7'-0" UNCELL TO BE MOUNTED ON NEW SPRINT LIGHT STAND TO MATCH EXISTING LIGHT STANDARD TEXTURE AND LIGHT ART.
- NEW SPRINT USE COAX CABLE RUN FROM EQUIPMENT VAULT TO ANTENNAS. APPROX. 160' COAX CABLE RUNS.
- NEW SPRINT LIGHT ELEMENT TO MATCH AND REPLACE EXISTING LIGHT ELEMENT.
- NEW SPRINT VAULT FLUSH-TO-GRADE AC DRAUGHT VENT.
- NEW SPRINT VAULT FLUSH-TO-GRADE AC INTAKE VENT.
- NEW SPRINT VAULT ACCESS LADDER.
- NEW SPRINT VAULT BUMP FIT & DRAIN TROUGH.
- NEW SPRINT GPS ANTENNA.
- NEW SPRINT AC UNIT (DUAL 3-TON) LOCATED INSIDE OF VAULT.
- NEW SPRINT DRY WELL LOCATED OUTSIDE IRRIGATION SYSTEM. EXACT LOCATION PRIOR TO INSTALLATION.



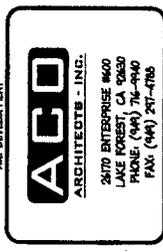
SCALE: 1/8" = 1'-0"

ANTENNA LAYOUT PLAN

DETAILED SITE PLAN

| REV. | DATE/REV. | REVISION DESCRIPTION  |
|------|-----------|-----------------------|
| 5    | 04/26/06  | CLIENT REVISION       |
| 6    | 05/24/06  | REVISED REVISION      |
| 7    | 07/20/06  | BY PROLINE            |
| 8    | 08/24/07  | LEASE EMBERT REVISION |
| 9    | 02/14/07  | LANDSCAPE PLANTER     |

SITE ACQUISITION / PLANNER



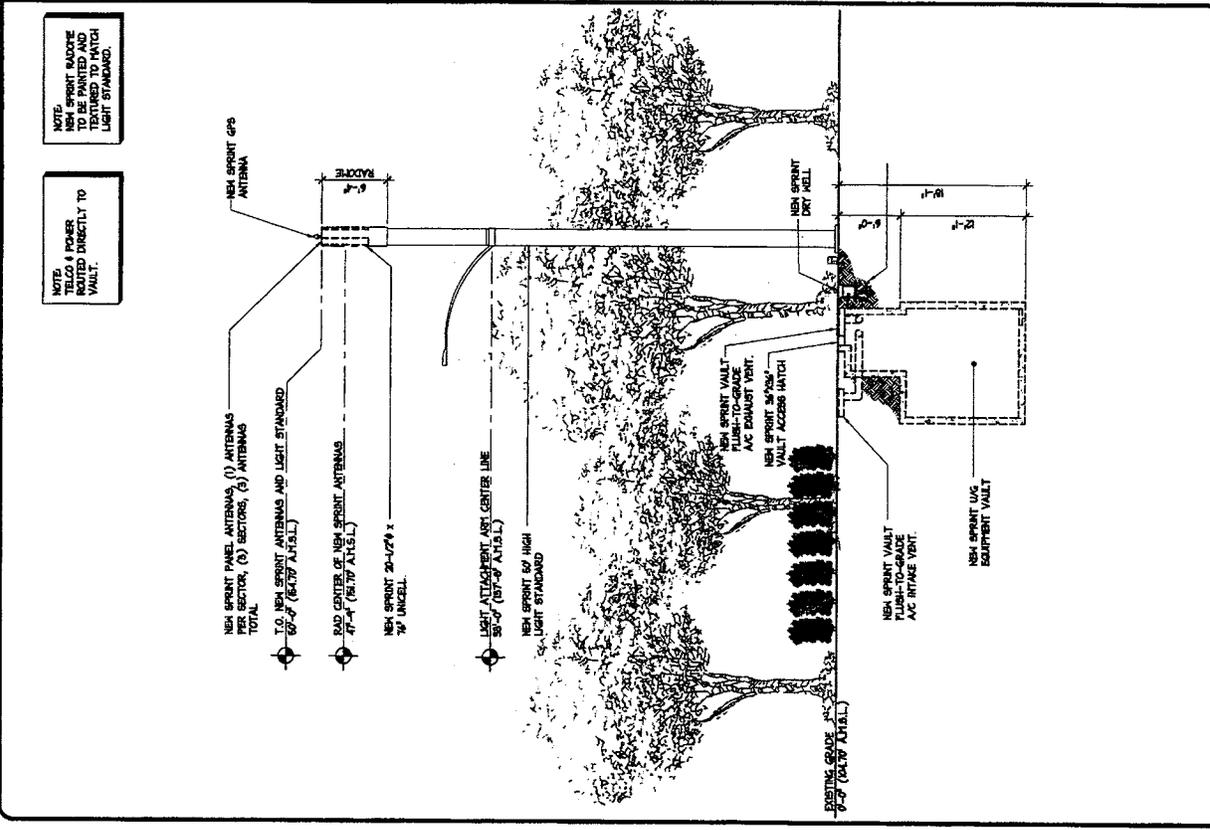
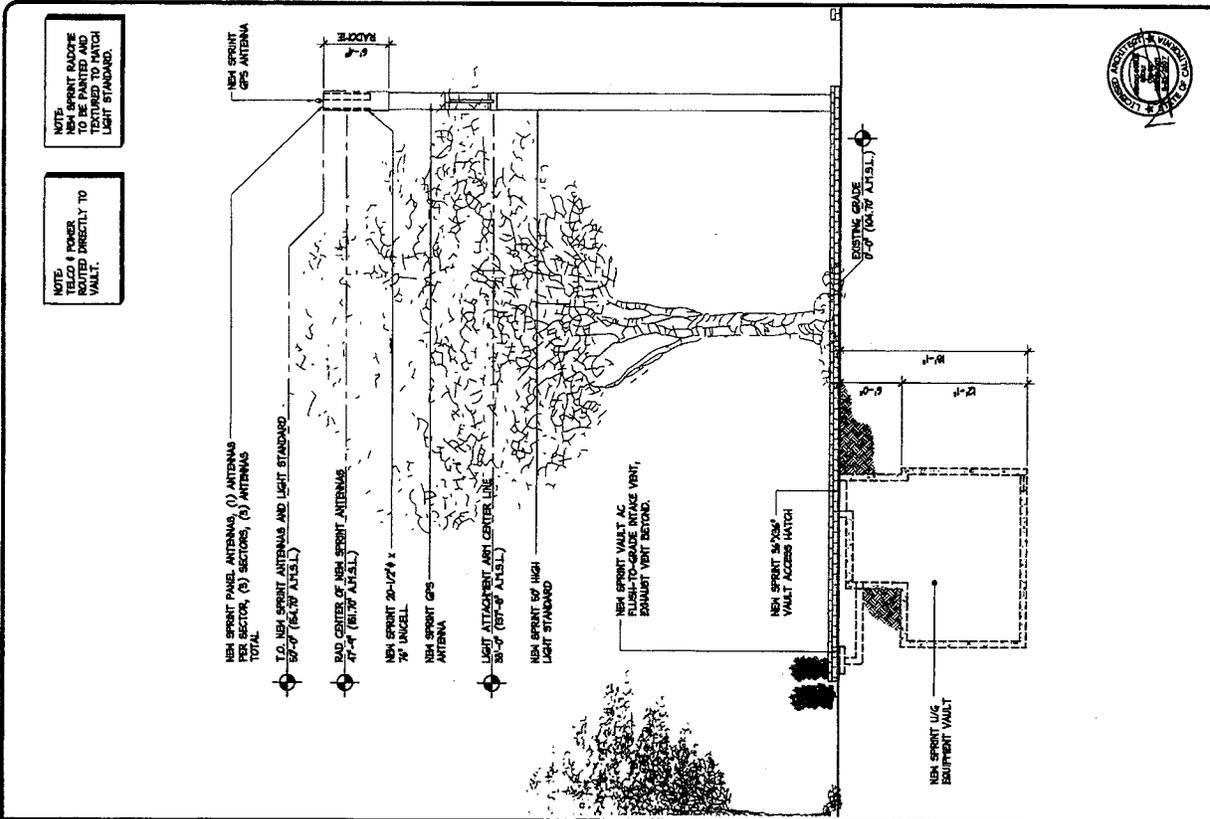
| APPROVED BY:   | INITIALS: | DATE: |
|----------------|-----------|-------|
| LANDLORD:      |           |       |
| SITE AGG:      |           |       |
| ZONING:        |           |       |
| RFI:           |           |       |
| INTERCONNECT:  |           |       |
| UTILITY COOR.: |           |       |
| CONST. PER.:   |           |       |

SITE NAME: VICTOR PARK  
 LAYOUT/CS30C  
 SITE ADDRESS: 4727 EBERHARD STREET, TORRANCE, CA 90505

SHEET TITLE

| DWG. NAME: | DATE:    |
|------------|----------|
| AS         | 05/28/06 |

10 OF 19 A-3



SCALE: 1/8" = 1'-0"

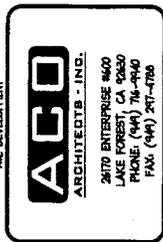
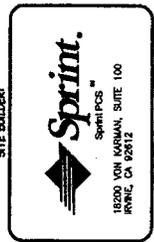
SCALE: 1/8" = 1'-0"

WEST ELEVATION

SOUTH ELEVATION

| REV. | DATE/REV. | REVISION DESCRIPTION   |
|------|-----------|------------------------|
| 5    | 02/26/06  | CLIENT REVISION        |
| 6    | 02/26/06  | REDLINE REVISION       |
| 7    | 02/26/06  | RF REDLINE             |
| 8    | 02/26/07  | LEASE EXHIBIT REVISION |
| 9    | 02/14/07  | LANDSCAPE PLANTER      |

SITE ACQUISITION / PLANNER



| APPROVED BY:   | INITIALS: | DATE: |
|----------------|-----------|-------|
| LANDLORD:      |           |       |
| SITE AGG:      |           |       |
| ZONING:        |           |       |
| RF:            |           |       |
| INTERCONNECT:  |           |       |
| UTILITY COOR.: |           |       |
| CONST. PERM.:  |           |       |
| PROJECT PERM.: |           |       |

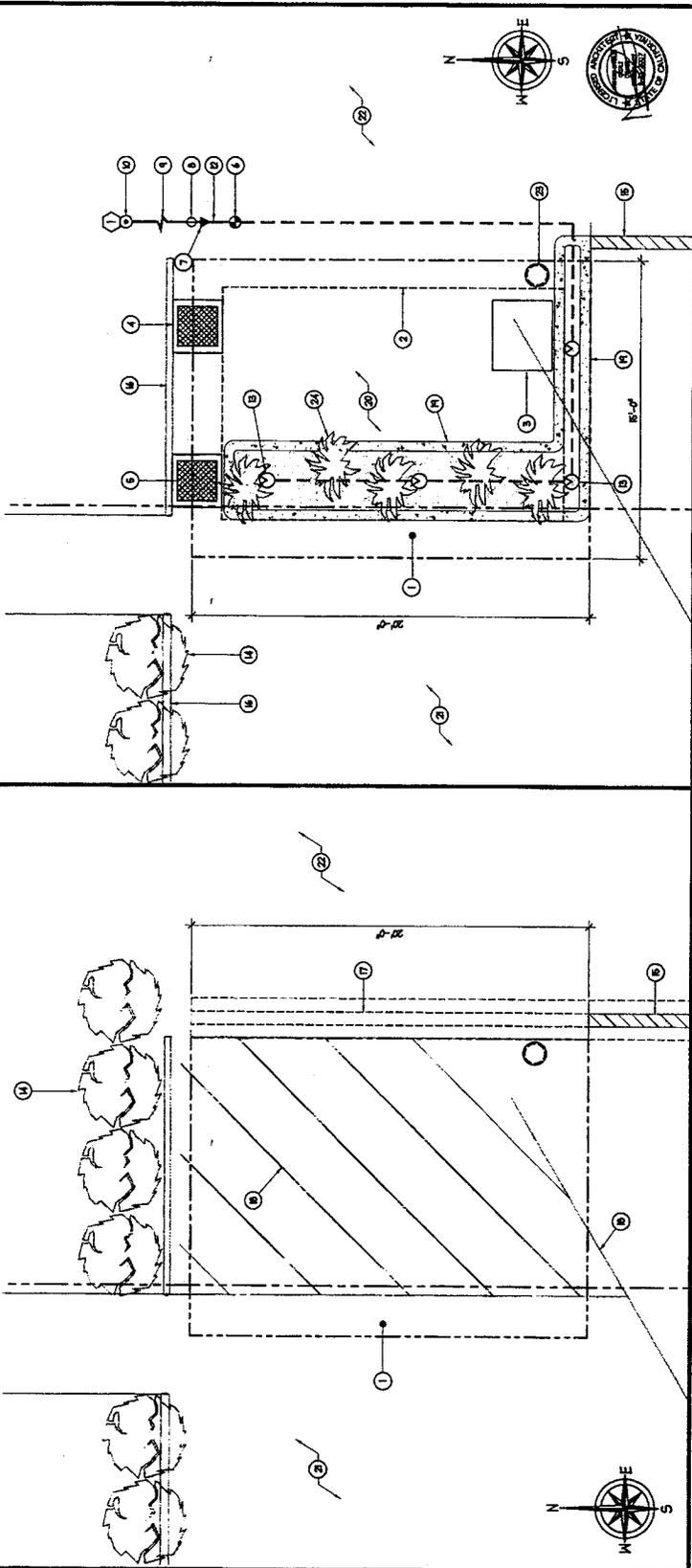
SITE NAME: VICTOR PARK  
 LAYOUT/C330C  
 SITE ADDRESS: 4727 EMERALD STREET, TORRANCE, CA 90503

SHEET TITLE: LANDSCAPE PLAN

DRAWING INFO:  
 DRAWN BY: JT  
 DATE: 02/26/06

19 OF 19 L-2

- NOTES:**
- NEW SPRINT 16'-0" X 24'-0" (200 SQ. FT.) EQUIPMENT VENT, 17'-0" X 17'-4 1/2" UNDERGROUND EQUIPMENT VAULT.
  - NEW SPRINT 8'5" X 11'-4 1/2" UNDERGROUND EQUIPMENT VAULT.
  - NEW SPRINT 8'5" ACCESS HATCH.
  - NEW SPRINT VAULT FLUSH-TO-GRADE AC EXHAUST VENT.
  - NEW SPRINT VAULT FLUSH-TO-GRADE AC INTAKE VENT.
  - NEW RAIN BIRD AUTOMATIC RESPIRATION CONTROL VALVE AND CONNECTION ANTI-SIFON VALVE.
  - NEW RAIN BIRD IN-LINE MTE FILTER.
  - NEW RAIN BIRD 1/2" BRASS BALL VALVE TO WATER SOURCE.
  - NEW 1" BRASS BALL VALVE & P.O.C. TO SITE WATER SOURCE.
  - NOT USED.
  - 3/4" SCH. 40 PVC LATERAL PIPE, 1" BEIGH GAUGE.
  - NEW RAIN BIRD BUBBLER HEAD (TYPICAL OF 4), 2.
  - EXISTING HERSE, TYPICAL.
  - EXISTING BLOCK WALL.
  - EXISTING CURB.
  - EXISTING BLOCK WALL SECTION TO BE REMOVED.
  - EXISTING PARKING/ NO PARKING STRIPING.



DETAILED SITE PLAN

DEMOLITION PLAN



**EXHIBIT "B"****FORM OF LEASE AGREEMENT**

THIS LEASE (this "Lease"), made and entered into at Torrance, California, dated for reference purposes only as of \_\_\_\_\_, 2007, by and between the CITY OF TORRANCE, a municipal corporation, hereinafter referred to as "LESSOR" or "City", and Sprint PCS ASSETS, L.L.C., a Delaware limited liability company, hereinafter referred to as "LESSEE". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties") or individually as the "Party".

## WITNESSETH:

(a) LESSOR is the owner of that certain real property located in the City of Torrance, Los Angeles County, State of California, as more particularly described in Exhibit "A-1" (the "LESSOR's Property"). LESSOR's Property is a portion of Victor Park located at 4727 Emerald Street, Torrance California Los Angeles County Assessor's Parcel Number 7519-026-900

(b) LESSOR and LESSEE have previously entered into that certain Option to Lease dated \_\_\_\_\_, 2007 (the "Option"), whereby LESSOR granted LESSEE the option to lease the Premises (as defined below) upon the terms and conditions set forth therein.

(c) Upon LESSEE's exercise of the Option pursuant to the terms thereof, this Lease shall immediately take effect, and LESSEE shall lease a portion of LESSOR's Property, with a right of way for access thereto and easements for electric and telephone utilities, with said portion containing approximately three hundred (300) square feet of ground space for placement of utility equipment and an underground equipment vault, additional ground space for installation of a light pole antenna structure, and additional ground space for installation of cables to connect LESSEE's equipment and antennas, as substantially described and shown on Exhibit "A-2" (as more particularly described in Section 1 below as the "Premises").

(d) The City will benefit from the execution of this Lease, inter alia, by reason of the rents provided herein. The City Council therefore declares that the Premises are being leased hereby for commercial development for business purposes pursuant to the authority contained in Sections 37380 and 37395 of the California Government Code and pursuant to the powers conferred on the City by the provisions of Article XI of the Constitution of the State of California and by the Torrance Municipal Code.

(e) The City, acting by and through the City Council, has determined by Resolution Number 200\_\_ - \_\_\_\_\_ adopted on \_\_\_\_\_, that such property is not required for other City purposes and that it is in the public interest that this Lease be executed.

NOW, THEREFORE, IN CONSIDERATION OF THE LEASED PREMISES AND OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

**EXHIBIT "B"**  
**TO OPTION TO LEASE**

1. PREMISES. LESSOR hereby leases to LESSEE a portion of the LESSOR's Property containing approximately three hundred (300) square feet of ground space for placement of utility equipment and an underground equipment vault, additional ground space for installation of a light pole antenna structure, and additional ground space for installation of cables to connect LESSEE's equipment and antennas, all as substantially shown on Exhibit "A-2" attached hereto and made a part hereof, together with the non exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, over and across that certain real property depicted on Exhibit "A-2" as "Access" and/or described as "'E/T" for the installation and maintenance of a communication tower, underground utility wires, poles, cables, conduits, and pipes under, or along right of way extending from the nearest public right of way, Emerald Street, to the demised premises. The demised premises, access and utility rights shall collectively be referred to herein as the "Premises". In the event that a public utility that is required by LESSEE for its uses hereunder is unable to use the "Access" or "E/T" portion of the Premises, LESSOR hereby agrees to grant an additional right of way (in a location acceptable to LESSOR, in LESSOR'S sole discretion) either to the LESSEE or to the applicable public utility at no cost to the LESSEE.

2. (A) TERM; RENT. This Lease shall be for an initial term of ten (10) years, beginning on the date the Option is exercised by LESSEE and expiring at 5:00 p.m., pacific time, on the date that is ten (10) calendar years thereafter, at an annual rental of Twenty Seven Thousand Six Hundred Dollars (\$27,600.00) 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 the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The obligation to pay rent will begin immediately upon the exercise of the Option.

(B) ANNUAL RENT ADJUSTMENTS. On the date that is one (1) calendar year after the date that the Option is exercised (the "Adjustment Date") and yearly thereafter (each, an "Adjustment Date"), the rent will be adjusted by increasing the then-current annual rent by three percent (3%). The annual rent adjustments on each subsequent Adjustment Date shall continue for any applicable extension period (as described in Section 4 below).

3. EXTENSIONS. Subject to the provisions of this Section 3, LESSEE shall have the right to extend the initial term of this Lease for four (4) additional five (5) year periods. LESSEE'S extension rights hereunder shall be deemed automatically exercised (without any action by LESSEE) unless LESSEE timely delivers to LESSOR written notice of its intention not to exercise its extension rights hereunder not less than six (6) calendar months prior to the expiration of the then-current term, or unless LESSEE has defaulted beyond the giving of written notice and the expiration of any cure period set forth herein during the then-current term of this Lease. If LESSEE has defaulted after the giving of written notice and beyond the expiration of any applicable cure period allowed under this Lease, then LESSEE shall not be entitled to exercise the extension option(s) granted hereunder and the term of this Lease shall expire upon the then-current expiration date, unless sooner termination pursuant to the terms and conditions set forth herein.

4. EXTENSION RENTALS. The terms and provisions of this Lease shall control during any applicable extension period, except that the annual rental for the first year of each extension period will be adjusted by increasing the then-current annual rental by three percent

(3%), which annual rental shall be increased by three percent (3%) on each Adjustment Date thereafter.

5. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises solely for the purpose of constructing, maintaining and operating a communications facility and related appurtenances and uses incidental thereto, and for no other purpose. LESSEE shall construct and maintain (i) a standard underground utility vault for equipment to service the cell tower site able to sustain the weight of a vehicle and (ii) a light standard stealth "Antenna", the Antenna shall be similar in appearance to adjacent light standards and shall consist of materials to be approved by the Community Development Director at the discretion of LESSOR. Such approval shall not be unreasonably withheld, conditioned or delayed. All improvements constructed hereunder shall be at LESSEE's sole cost and expense and LESSEE'S proposed improvements and equipment shall comply with all applicable federal, state and local laws. The installation of all improvements and equipment shown or depicted on Exhibit A-2 or listed on Exhibit "B" (the "Proposed Improvements") shall be considered pre-approved by LESSOR hereunder. Before installing or constructing any improvements or equipment other than the Proposed Improvements, LESSEE shall submit plans to the LESSOR for LESSOR'S prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. All work to be done by LESSEE shall be performed in accordance with the approved plans unless otherwise approved in writing by the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed.

Although LESSOR is a city of the State of California having regulatory powers, the execution of this Lease and the lease of the Premises as contemplated by this Lease is undertaken by the City in its proprietary capacity and not its regulatory capacity. LESSEE agrees that City retains all of its regulatory powers and the development contemplated is subject to the applicable laws and regulations of City and other governmental agencies having jurisdiction.

LESSEE, at its own expense, shall maintain said Premises and all structures, landscaping, parking, and other improvements installed by LESSEE thereon, as necessary (collectively, the "Improvements"), and shall keep the same in good and sanitary condition and repair.

6. INDEMNIFICATION. Subject to Section 7G of this Lease, LESSEE shall indemnify, defend with counsel satisfactory to LESSOR in all respects, and save harmless LESSOR (with "LESSOR" being defined for purposes of this Paragraph as including City, City's Mayor, City's City Council and its members, City's boards and commissions and their respective members, and City's officers, employees and agents) from and against any and all claims, costs, losses, damages and expenses (including, but not limited to, claims made as a result of death, personal injuries, or loss of or damage to property) occurring in or arising in whole or in part, directly or indirectly, out of or in connection with LESSEE'S use and occupancy of the Premises, any breach of this Lease by LESSEE, LESSEE's construction or alterations performed by or on behalf of LESSEE in or to the Premises, the business conducted in the Premises by or through LESSEE, or (without limiting the foregoing) as a result in whole or in part of any acts, omissions or negligence of LESSEE, or any subtenant, assignee, licensee, or concessionaire of LESSEE occupying or using, or having a right through LESSEE to occupy or use, all or any portion of the Premises, or their respective contractors, subcontractors, vendors, licensees, agents, servants,

employees, and from and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon, including attorneys' fees. If LESSOR or any other Party so indemnified shall, without fault on its part, be made a Party to any litigation, arbitration or other proceeding commenced by or against LESSEE, then LESSEE shall protect and hold all of such Parties harmless, with counsel satisfactory to LESSOR in all respects, and shall pay all costs, expenses and attorneys' fees incurred or paid by all of them in connection with such litigation.

## 7. INSURANCE.

### A. Liability.

(1) LESSEE agrees that at all times during the Term of this Lease and any renewal or extension thereof, it will maintain in full force and effect at LESSEE's expense a comprehensive (commercial) general liability insurance with the broad form comprehensive liability endorsement and automobile liability insurance policy which will insure and indemnify the LESSEE and the City, the City Council and each member thereof, and every officer and employee of the City against liability or financial loss resulting from any suits, claims, or actions brought by any person or persons and from all costs and expenses of litigation brought against the City in the amount of \$10,000,000 combined single limit for injury to persons and/or damages to property (i) in or about said Premises and any improvements or equipment constructed thereon, or (ii) by reason of the use and occupation by LESSEE or by any other person or persons of said Premises. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. The City, the City Council, and every officer and employee of the City, acting in due course of his employment or his official capacity, shall be named as an additional insured on said policy.

(2) It is understood that the type of insurance and minimum limits of liability insurance required herein may become inadequate for such purposes during the Term of this Lease, and LESSEE agrees that it will add such insurance coverage and increase such minimum limits at its sole expense by such amounts as may be mutually agreed to by the City and the LESSEE.

### B. Property Damage.

(1) LESSEE agrees that at all times during the Term of this Lease and any renewal or extension thereof, it will maintain in full force and effect at LESSEE's expense an insurance policy which will insure and indemnify the LESSEE and the City from loss occurring to Improvements (excluding grading and fill but including foundations) located on the Premises, by reason of fire, extended coverage perils, and "all risk" perils, including but not by way of limitation flood, demolition, and increased cost of construction and contingent liability arising out of the operation of building codes. If required by any "Leasehold Mortgagee" (as hereinafter defined), such property damage insurance shall also cover loss resulting from earthquake, but only to the extent required by such Leasehold Mortgagee. During the period from the dates of this Lease until the completion of the Project contemplated under Paragraph 9 herein, and

thereafter during any subsequent period of construction as contemplated under Paragraph 12 herein, such insurance shall include builder's risk insurance in so-called non-reporting form covering the total cost of work performed and equipment, supplies and materials furnished.

(2) The amount of such insurance shall be at least eighty percent (80%) of the full replacement cost of the Improvements located on the Premises with an agreed amount endorsement. The City shall be named as an additional insured on said policy, including earthquake coverage, if required.

C. Carrier Rating and Cancellation.

All policies enumerated in this Paragraph 19 shall be issued by an insurer admitted to do business in California, which qualifies as a member of the California Insurance Guaranty Fund, and which is rated in Best's Insurance Guide with a financial rating of A-VII or better, or as may be accepted in writing by the City Manager. Said policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City having been given thirty (30) days prior written notice thereof by such carrier. LESSEE agrees that it will not cancel or reduce said insurance coverage and will replace any insurance cancelled, reduced or non-renewed by the insurance company during the Term of this Lease.

D. Certificate of Insurance. Upon the commencement of the Lease and at all times during the Term of this Lease, LESSEE shall maintain on file with the City Clerk of a certificate of insurance as proof of the insurance required hereunder.

E. Failure to Provide.

LESSEE agrees that if it does not keep the aforesaid insurance in full force and effect, the City may, after thirty (30) days notice to LESSEE, obtain the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed to be Additional Rent and payable as such on the next day after notice of the payment by the City for the said insurance.

F. LESSEE's Insurance Primary.

The insurance provided in the policies of insurance required hereunder to be maintained by LESSEE shall be primary and non-contributing with any insurance that may be carried by the City.

G. Subrogation.

Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

#### H. Cross Liability

It is agreed that claims for personal injury or property damage made by an insured hereunder against another insured hereunder shall be covered in the same manner as if separate policies had been issued to each Insured. Nothing contained herein shall operate to increase the insurance company's limit of liability as provided under such policy.

8. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause material interference to LESSOR'S communications equipment in the vicinity of the Premises that is installed and operating as of the Commencement Date. All operations by LESSEE shall be in compliance with all applicable Federal Communications Commission ("FCC") requirements. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference pursuant to this Lease, LESSEE will take all steps necessary to correct and eliminate the interference within thirty (30) days of said notice. LESSOR acknowledges that interference may come from different sources, and LESSEE shall only be responsible to correct interference caused by LESSEE's equipment. In the event LESSEE fails to so correct such interference after said notice and time period, LESSEE shall either elect to terminate this Lease in accordance with Section 37 below, or LESSEE shall be in default under this Lease.

LESSOR agrees that it shall not permit or suffer the installation of any equipment in the vicinity of the Premises after the Commencement Date that results in technical interference problems with LESSEE's communication equipment and LESSOR shall require that the operation of all communication equipment on LESSOR's Property or in the vicinity of the Premises shall be in compliance with all applicable FCC requirements. In the event equipment installed by LESSOR or permitted to be installed by LESSOR causes interference with LESSEE's equipment, and after LESSEE has notified LESSOR of such interference pursuant to this Lease, LESSOR will take all steps necessary to correct and eliminate the interference within thirty (30) days of said notice. LESSEE acknowledges that interference may come from different sources, and LESSOR shall only be responsible to correct interference caused by LESSOR's equipment or equipment of others permitted to be installed by LESSOR. In the event LESSOR fails to so correct such interference after said notice and time period, LESSOR shall either elect to terminate this Lease in accordance with Section 37 below, or LESSOR shall be in default under this Lease.

9. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Lease, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the LESSOR'S Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the LESSOR's Property after termination of this Lease, 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.

10. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Lease, decide to sell all or any part of the LESSOR's Property to a purchaser other than LESSEE,

such sale shall be under and subject to this Lease and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this LESSOR's Property underlying the right of way herein granted shall be under and subject to the right of the LESSEE in and to such right of way. If during the term of the Lease the LESSOR decides to subdivide, sell or change the status of the LESSOR's Property or its property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

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

12. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the LESSOR's Property and has full authority to enter into and execute this Lease. LESSOR further covenants that there are no other liens, judgments on the LESSOR's Property, or affecting LESSOR's title to the same.

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

14. GOVERNING LAW. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the LESSOR's Property is located.

15. ASSIGNMENT; SUBLETTING. Except as hereinafter set forth, LESSEE may not sell, transfer, assign, sublease or hypothecate this Lease, or its interest therein, in whole or in part (each of the forgoing referred to collectively herein as a "Transfer"), without the prior written consent of LESSOR in each instance having first been obtained, which such consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing the LESSEE may Transfer the Lease with prior written notice to LESSOR, but without any approval or consent of the LESSOR to (a) the LESSEE's general partner or to LESSEE's principal or subsidiaries of LESSEE's principal, (b) to any entity which acquires all or substantially all of LESSEE's assets in the market (as defined by the Federal Communications Commission) in which the LESSOR's Property is located by reason of a merger, acquisition or other business reorganization, or (c) to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market (defined by the Federal Communications Commission) in which the LESSOR's Property is located, or (d) to any entity that is authorized by LESSEE to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any

successor brand name(s) (collectively, "Permitted Assignees"), provided that any such Permitted Assignee shall (i) have a net worth of at least Twenty-Five Million Dollars (\$25,000,000) (calculated in accordance with generally accepted accounting principles) as of the date of such proposed assignment, (ii) has at least five (5) years experience in the operation and management of comparable or larger projects with uses consistent with the uses permitted hereunder, and (iii) does not have a reputation which would embarrass the LESSOR or disparage its reputation - e.g., a reputation for connections with or control by criminal elements, past criminal violations or prosecutions, or a reputation for disreputable practices.. As used in this Section 15, the term "principal" shall mean, as of the date hereof, an entity holding, directly or indirectly, an interest in LESSEE of at least 51%.

16. NOTICES. All notices, demands, or other communications under this Option will be in writing. Notice will be sufficiently given for all purposes as follows:

A. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

B. First Class mail. When mailed first class to the last address of the recipient known to the Party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purposes of giving notice are as follows:

LESSEE                      Sprint Contracts & Performance  
                                     Mailstop KSOPHT0101-Z2650  
                                     6391 Sprint Parkway  
                                     Overland Park, Kansas 66251-2650  
                                     ATTN: LA70XC332C

with a copy to:

Sprint Law Department  
 Mailstop KSOPHT0101-Z2020  
 6391 Sprint Parkway,  
 Overland Park, Kansas 66251-2020  
 Attn.: Sprint Real Estate Attorney (LA70XC332C)

LESSOR                   City of Torrance  
                               3031 Torrance Boulevard  
                               Torrance, California 90509-2970  
                               Attention: City Clerk  
                               Copy To: City Attorney and City Manager

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Either Party may change its notice information by giving the other Party notice of the change in any matter permitted by this Agreement.

17. SUCCESSORS. Except as expressly set forth herein, this Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

18. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Lease shall be subordinate to any mortgage or other security interest or other security interest by LESSOR which from time to time may encumber all or part of the LESSOR's Property or right-of-way; provided, however, every such mortgage or other security interest or other security interest shall recognize the validity of this Lease in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Lease. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause.

19. RECORDING. A memorandum of this Lease, in recordable form, will be prepared, executed by both Parties, and recorded in accordance with California Government Code Section 37393. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

20. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have thirty (30) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the 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 the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

21. ENVIRONMENTAL.

To LESSOR'S actual knowledge, LESSOR has not received any notice of any violation, or any alleged violation of any Environmental Law relating to the LESSOR's Property or Premises. For the purposes of this Section 21, the phrase "LESSOR'S actual knowledge" and similar phrases shall mean the actual, current knowledge of Brian Sunshine, Assistant City Manager, without inquiry or any duty of investigation. Except to the extent Hazardous Materials are brought onto the LESSOR's Property or Premises directly or indirectly by or through LESSEE, LESSOR will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Materials which are discovered at the LESSOR's Property or Premises.

LESSEE represents and warrants to LESSOR and that LESSEE will not introduce or use any Hazardous Materials on the Premises in violation of Environmental Laws. LESSEE shall defend, indemnify and hold harmless LESSOR, City, City's Mayor, City's City Council and its members, City's boards and commissions and their respective members, and City's officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities (collectively, "Claims") to the extent shown to have been caused by Hazardous Materials brought onto the LESSOR Property or Premises by LESSEE in violation of Environmental Laws, and except to the extent that the Claims are caused by the gross negligence or willful misconduct of LESSOR.

For purposes of this section, the following terms shall have the following meanings:

(a) "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third Party, including, without limitation, any governmental entity, relating to the Premises or its operations and arising or alleged to arise under any Environmental Law.

(b) "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Premises, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Premises or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(c) "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Premises to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Premises is capable of such compliance.

(d) "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and

conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(e) "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or underground storage tanks, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Lease, LESSEE's indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Lease and shall continue in perpetuity.

## 22. CASUALTY.

A. In the event of damage by fire or other casualty to the Premises or the LESSOR's Property that may reasonably be expected to disrupt LESSEE's operations at the Premises for more than thirty (30) days (the foregoing being referred to in this Section 22 as a "Termination Event"), then, so long as LESSEE is not then in default hereunder beyond any applicable notice and cure period, LESSEE shall have the right to terminate this Lease by (i) giving LESSOR written notice of LESSEE's election to terminate (as used in this Section 22, a "Termination Notice") no later than the date which is the sixtieth (60th) calendar day following the first occurrence of the Termination Event, which Termination Notice shall describe the Termination Event, shall be delivered by certified mail, return receipt requested, and shall be effective upon LESSOR's receipt thereof; and (ii) by concurrently paying LESSOR a termination fee equal to six (6) months rent at the rental rate in effect upon the effective date of the Termination Notice (as used in this Section 22, the "Termination Fee"). If LESSEE timely delivers the Termination Notice and pays the Termination Fee in accordance with this Section 22, the Term of this Lease shall expire as of the effective date of the Termination Notice (as used in this Section 22, the "Termination Date"), 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 Lease. LESSEE shall be required to pay Rent through the Termination Date. If LESSEE does not timely and properly exercise its termination right hereunder, then such right shall irrevocably and automatically expire without further notice. LESSEE shall within twenty (20) days of written request from Landlord, execute documentation confirming that the right of termination hereunder has expired. In the event that LESSEE elects to terminate its tenancy in accordance with this Section 22(A), LESSEE, at LESSEE's sole cost and expense, shall demolish those improvements designated by the LESSOR as requiring demolition, restore the land to LESSOR's reasonable satisfaction and in the same condition as existed upon commencement of the Lease.

B. In the event that LESSEE elects not to exercise the foregoing termination right, LESSEE shall repair or rebuild LESSEE's affected improvements to the condition required for LESSEE's operations.

C. Repair Work

Any reconstruction and repair work provided to be performed by Lessee hereunder shall be commenced and continued to completion promptly and diligently. Such reconstruction and repair work shall be performed, insofar as reasonably possible, in compliance with and pursuant to the original plans and in compliance with the provisions this Lease. The City may require a payment bond from Lessee to assure the removal or bonding of any liens. In the event of destruction or damage, whether total or partial, to the buildings, structures, or other improvements on the Premises, the rent provided for hereunder shall not be abated by reason of the occurrence of any such destruction or damage as long as the Term of this Lease continues and remains in existence and is not cancelled in accordance with this Section, but any amounts paid to the City from any rent insurance maintained by LESSEE or otherwise, shall offset the rent payable hereunder.

23. CONDEMNATION. In the event of any condemnation of the Premises, LESSEE may terminate this Lease upon thirty (30) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than one

hundred eighty (180) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, 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 Lease 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 Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

24. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease 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 Lease.

25. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the LESSOR's Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE, at no cost to LESSOR, regarding any compliance required by the LESSEE in respect to its use of the Premises.

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

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

28. ATTORNEYS' AND OTHER FEES. All sums reasonably incurred by a party in connection with an Event of Default of the other party (including a holding over of possession by LESSEE after the expiration or termination of this Lease), including, but not limited to, all costs, expenses and actual accountants', appraisers', attorneys' and other professional fees, and any collection agency or other collection charges, shall be due and payable by the defaulting party to the non-defaulting party on demand. For the purposes of the forgoing, "Event of Default" shall mean the continuing default by a party of its duties or obligations under this Lease after receipt of written notice of the default from the non-defaulting party and, if expressly applicable hereunder, the expiration of all applicable periods to cure the default. In addition, in the event that any action shall be instituted by either of the Parties hereto for the enforcement of any of its rights in and under this Lease, the Parties in whose favor judgment shall be rendered shall be entitled to recover from the other Party all expenses reasonably incurred by the prevailing Party in such action, including actual costs and reasonable attorneys' fees.

29. GOVERNING LAW. This Agreement is made under and shall be construed pursuant to the laws of the State of California. Any suit hereon or hereunder shall be brought only in a state or federal court sitting in the City of Los Angeles, State of California, and all Parties hereto hereby agree that venue shall lie therein.

30. INDEPENDENT REVIEW. Each Party acknowledges and agrees that it has had the opportunity to thoroughly review the terms contained herein, to obtain the advice of independent legal counsel in connection therewith, and that this Lease is the product of negotiations between the Parties. Consequently, the Parties agree that in the event of any dispute arising out of this Lease, this instrument shall not be construed against one Party, and in favor of another, based upon the fact that one Party may have drafted this Lease, or a particular provision thereof.

31. INTEGRATION. This Lease incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof. Any amendment or modification to this Lease must be in writing and executed by the appropriate authorities of LESSOR and LESSEE.

32. INCORPORATION OF EXHIBITS. Exhibits "A-1", "A-2", and "B", , each as attached to this Lease, are incorporated herein and made a part hereof.

33. SEVERABILITY. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

34. ESTOPPEL CERTIFICATES. The City and LESSEE shall at any time and from time to time upon not less than thirty (30) days prior written request by the other, deliver to the requesting Party an executed and acknowledged written statement certifying that (a) this Lease is unmodified and in full force and effect (or if this Lease has been modified or if this Lease is not in full force or effect, stating the nature of the modification or the basis on which this Lease had been terminated, whichever is applicable); (b) to its knowledge, the requesting Party is not in default under this Lease (or if any such default exists, stating the specific nature and extent of the default); and (c) the dates to which the monthly rent and other monetary obligations under this Lease have been paid in advance. Each certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or transferee of the City's or LESSEE's respective interests in the Premises, including without limitation any prospective Approved Leasehold Mortgagee.

35. EFFECTIVE DATE. The "Effective Date" shall be the date upon which LESSEE delivers to LESSOR (a) written notice of LESSEE's exercise of the Option, and (b) a certified check or other immediately available funds in the amount of Two Thousand Three Hundred Dollars (\$2,300.00), in payment of the first month's rent, as required by Section 2 of the Lease.

36. HEADINGS. The Paragraph headings in this Lease contained are for convenience and reference only, and are not intended to and shall not define, govern, limit, modify or in any manner affect the scope, meaning, or intent of any provision in this Lease contained.

37. TERMINATION OPTION. Notwithstanding any provision contained in this Agreement to the contrary, LESSEE may, in LESSEE's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice and the applicable Termination Fee to LESSOR. If LESSEE elects to terminate this Agreement after the date the Option is exercised and prior to the end of the initial ten (10) year Term, then LESSEE will pay to LESSOR a termination fee in the amount of six (6) months rent ("Initial Term Termination Fee"). If LESSEE elects to terminate this Agreement after the date that any extension option is exercised by LESSEE under Section 3 and prior to the end of the applicable five (5) year extension Term, then LESSEE will pay to LESSOR a termination fee in the amount of three (3) months rent ("Extension Term Termination Fee"). As applicable, the Initial Term Termination Fee and the Extension Term Termination Fee shall be referred to herein as the "Termination Fee."

38. APPROVALS BY CITY; CITY ACTING IN ITS PROPRIETARY CAPACITY.

No consent, approval or satisfaction of the City provided for hereunder, and no waiver by the City of any provisions hereof, shall be effective unless given in writing specifically referring to this Lease and executed by the City Manager or the Mayor for the City; no such consent, approval, satisfaction or waiver under or with respect to this Lease shall be inferred or implied from any other act or omission of the City or any agent or employee thereof. Unless otherwise expressly provided therein, no approval, consent or other action taken by the City under or pursuant to this Lease shall be deemed to waive any other rights or authority of the City in any capacity other than as the City under this Lease.

Although City is a city of the State of California having regulatory powers, the execution of this Agreement and the lease of the Leased Premised as contemplated by this Agreement is undertaken by the City in its proprietary capacity and not in its regulatory capacity. Lessee agrees that City retains all of its regulatory powers and the development contemplated is subject to the applicable laws and regulations of City and other governmental agencies having jurisdiction. Nothing contained in this Lease shall in any way restrict or diminish the rights, powers or jurisdiction of the City, its City Council, Planning Commission and other agencies with respect to the governance of the Leased Premises and all buildings, improvements, business and activities located on or conducted thereon. Lessee acknowledges that it will have to apply for land use entitlements and building permits and to comply with applicable laws and ordinances in order to implement the development of the Project. This Agreement does not and the Lease will not constitute any agreement, promise or assurance by LESSOR to grant such land use entitlements or issue building permits, or that LESSOR is obligated to obtain the agreement or assurance from such agencies that such agencies will do so, nor is City obligated to amend any of its laws or regulations regarding land use entitlements or building permits, or to grant any entitlements or building permits.

**[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.  
SIGNATURES FOLLOW.]**

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

**LESSOR:**

**LESSEE:**

**City of Torrance, a municipal corporation**

**SPRINT PCS ASSETS, L.L.C.,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Name: Frank Scotto  
Title: Honorable Mayor, City of Torrance

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

**ATTEST:**

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Sue Herbers  
Title: City Clerk, City of Torrance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

John Fellows III

By: \_\_\_\_\_  
Ron Pohl, Assistant City Attorney

Date: \_\_\_\_\_



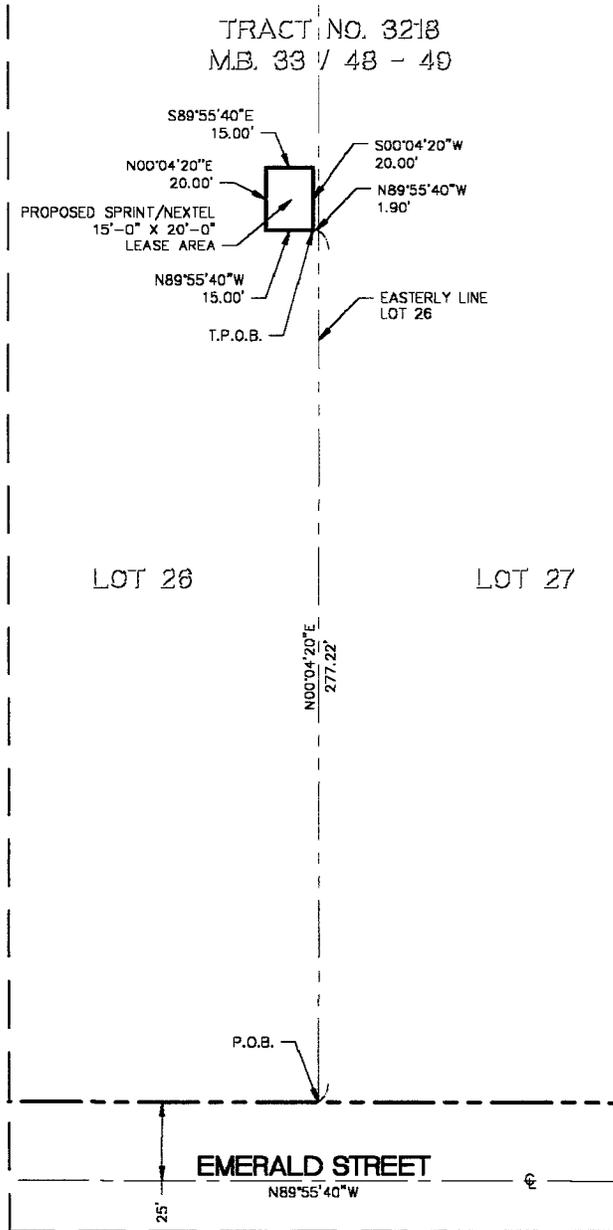
**EXHIBIT "A-1"****DESCRIPTION OF LESSOR'S PROPERTY**

THE EAST 125.5 FEET OF LOT 26 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO LOT 27 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT "A-2"****MEETS AND BOUNDS DESCRIPTION AND  
SKETCH OF PREMISES**

Plans depicting LESSEE's leased Premises and access and utility easements, consisting of one (1) page is attached hereto and incorporated herein by this reference.

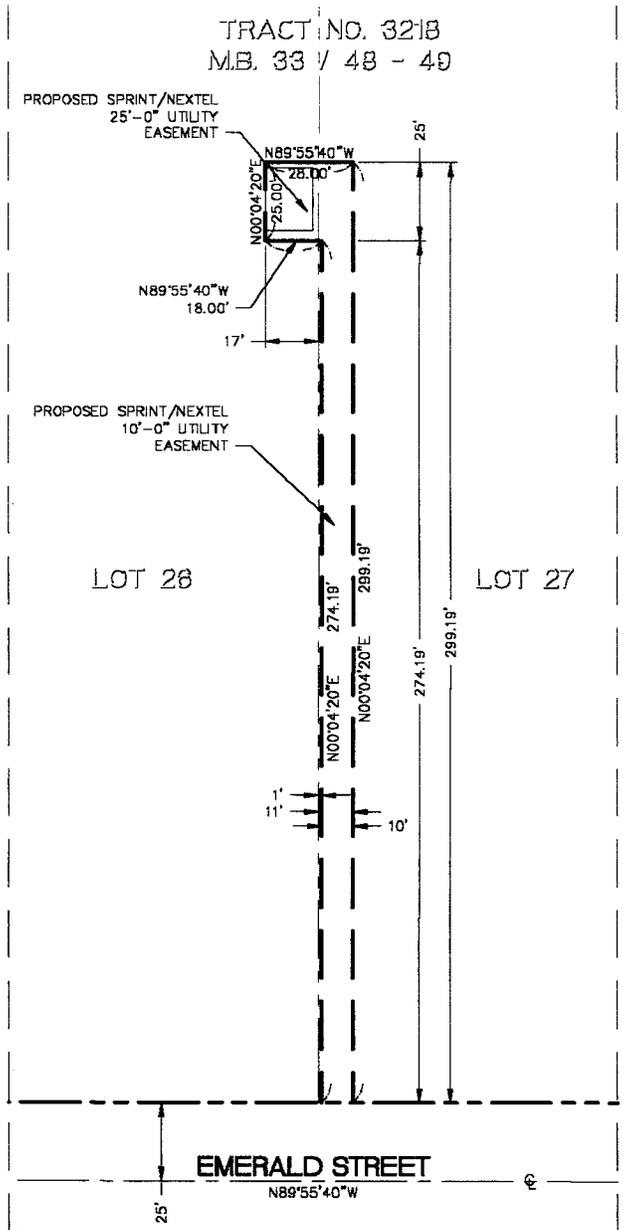


**PROPOSED SPRINT/NEXTEL LEASE AREA LEGAL DESCRIPTION:**

A PORTION OF LOT 26 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 26 AS SHOWN ON SAID MAP OF TRACT 3218, THENCE ALONG THE EASTERLY LINE OF SAID LOT 26, NORTH 00°04'20" EAST, 277.22 FEET; THENCE, LEAVING SAID EASTERLY LINE, NORTH 89°55'40" WEST, 1.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING NORTH 89°55'40" WEST, 15.00 FEET; THENCE, NORTH 00°04'20" EAST, 20.00 FEET; THENCE, SOUTH 89°55'40" EAST, 15.00 FEET; THENCE, SOUTH 00°04'20" WEST, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.007 ACRES MORE OR LESS.



**PROPOSED SPRINT/NEXTEL UTILITY EASEMENT LEGAL DESCRIPTION:**

A PORTION OF LOT 27 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE WESTERLY 11.00 FEET OF THE SOUTHERLY 299.19 FEET OF SAID LOT 27. EXCEPTING THEREFROM THE WESTERLY 1.00 FEET OF THE SOUTHERLY 274.19 FEET OF SAID LOT 27.

TOGETHER WITH A PORTION OF LOT 26 OF TRACT 3218, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTHERLY 25.00 FEET OF THE EASTERLY 17.00 FEET OF THE SOUTHERLY 299.19 FEET OF SAID LOT 26.

CONTAINING 0.079 ACRES MORE OR LESS.



**EXHIBIT "B"**

**PROPOSED IMPROVEMENTS**

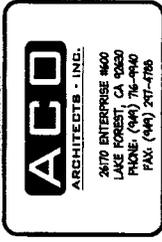






| REV. | DATE     | REVISION DESCRIPTION   |
|------|----------|------------------------|
| 5    | 06/20/06 | CLIENT REVISION        |
| 6    | 06/20/06 | RELINE REVISION        |
| 7    | 07/06/06 | RF RELINE              |
| 8    | 07/06/07 | LEASE EXHIBIT REVISION |
| 9    | 07/06/07 | LANDSCAPE PLANTER      |

SITE ARCHITECT / PLANNER



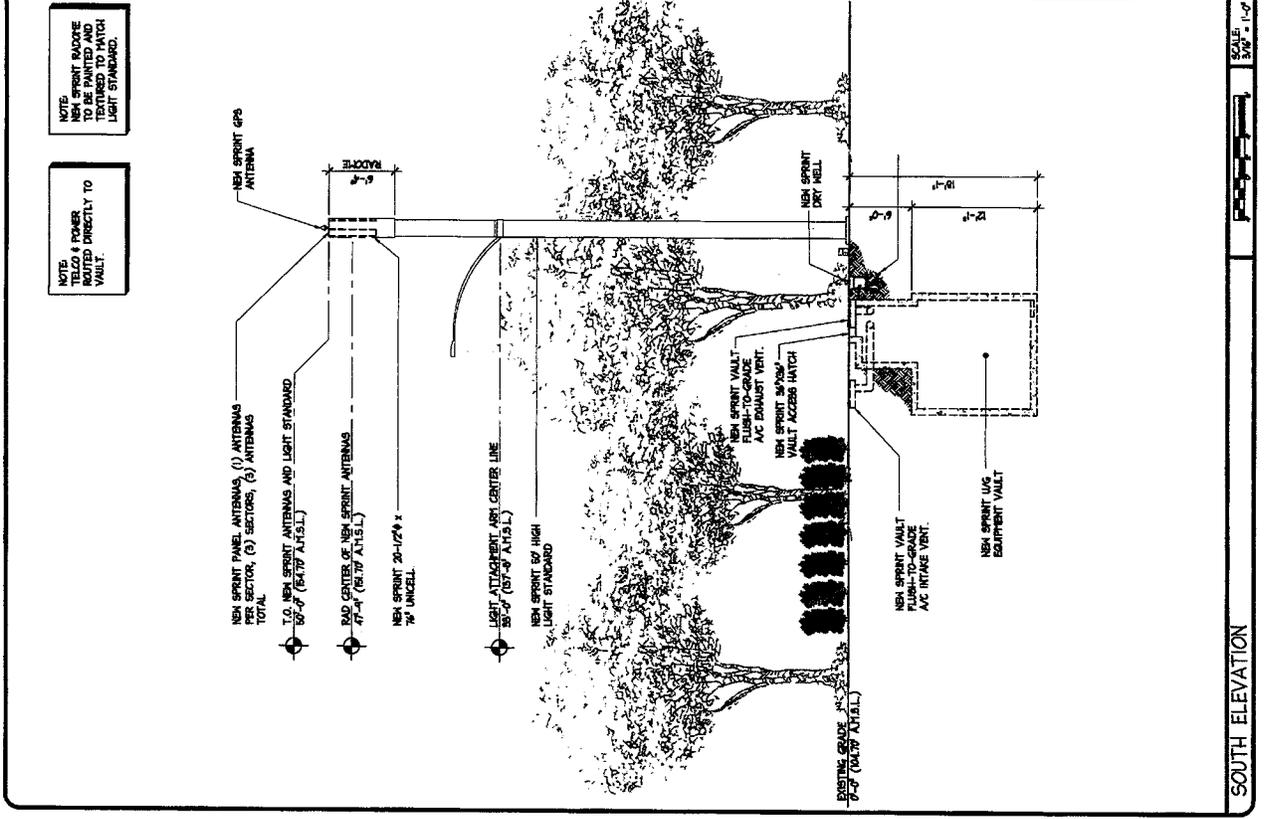
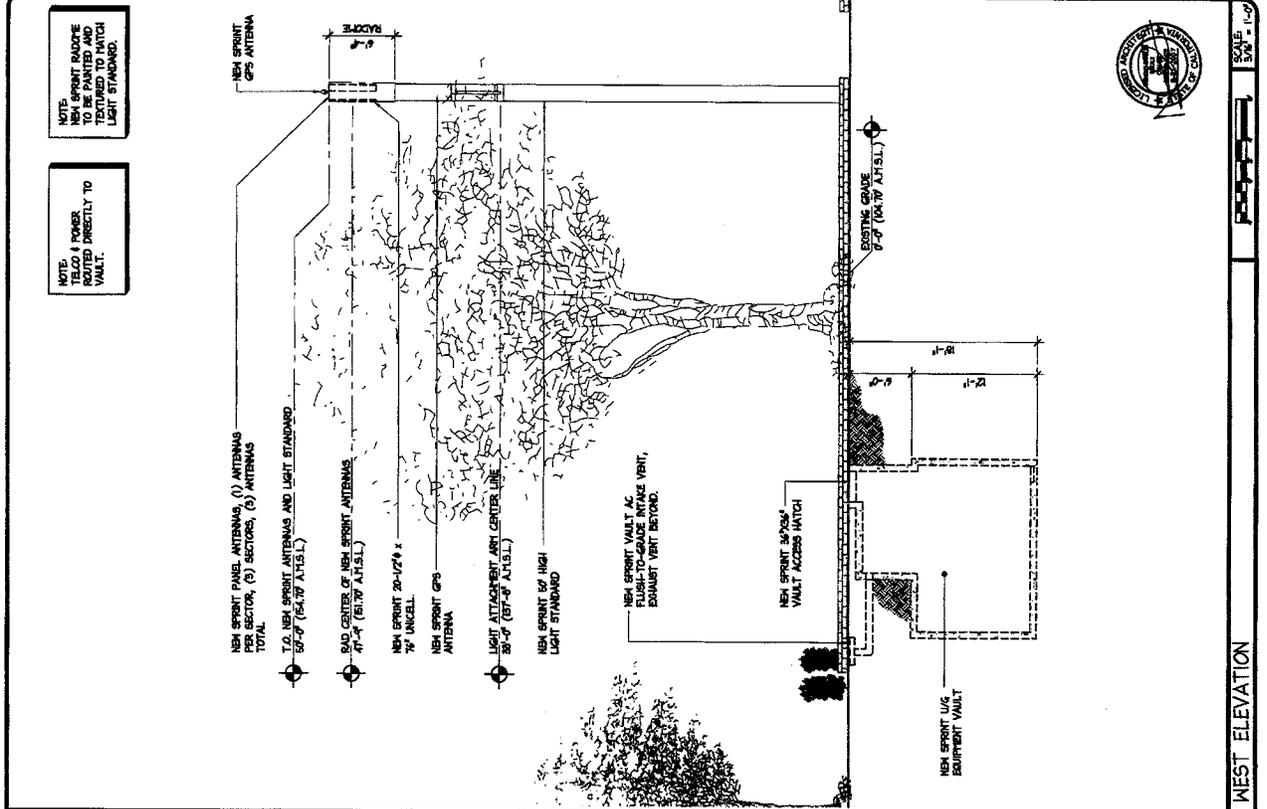
| APPROVED BY: | INITIALS: | DATE: |
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|              |           |       |

SITE NAME: VICTOR PARK  
 SITE ADDRESS: 4777 HERALD STREET, TORRANCE, CA 90503

SHEET TITLE:

DWG NAME: AS  
 DRAWN BY: JT  
 DATE: 02/20/06

SHEET NUMBER: 10 OF 19 A-3



WEST ELEVATION

SOUTH ELEVATION



SCALE: 1/4" = 1'-0"



SCALE: 3/8" = 1'-0"



| REV. | DATE/REV. | REVISION DESCRIPTION   |
|------|-----------|------------------------|
| 5    | 06/26/06  | CLIENT REVISION        |
| 6    | 06/26/06  | REDLINE REVISION       |
| 7    | 07/10/06  | RF REDLINE             |
| 8    | 08/29/07  | LEASE EXHIBIT REVISION |
| 9    | 08/29/07  | LANDSCAPE PLANTER      |

SITE ACQUISITOR / PLANNER



AE DEVELOPMENT  
**ACCO**  
 ARCHITECTS - INC.  
 2670 ENTERPRISE #400  
 LAKE FOREST, CA 92650  
 PHONE: (949) 761-4940  
 FAX: (949) 247-4786

| APPROVED BY:   | INITIALS: | DATE: |
|----------------|-----------|-------|
| LANDLORD:      |           |       |
| SITE ACQ.:     |           |       |
| ZONING:        |           |       |
| RF:            |           |       |
| INTERCOMMIT:   |           |       |
| UTILITY CORP.: |           |       |
| CONIST. MFG.:  |           |       |
| PROJECT TEAM:  |           |       |

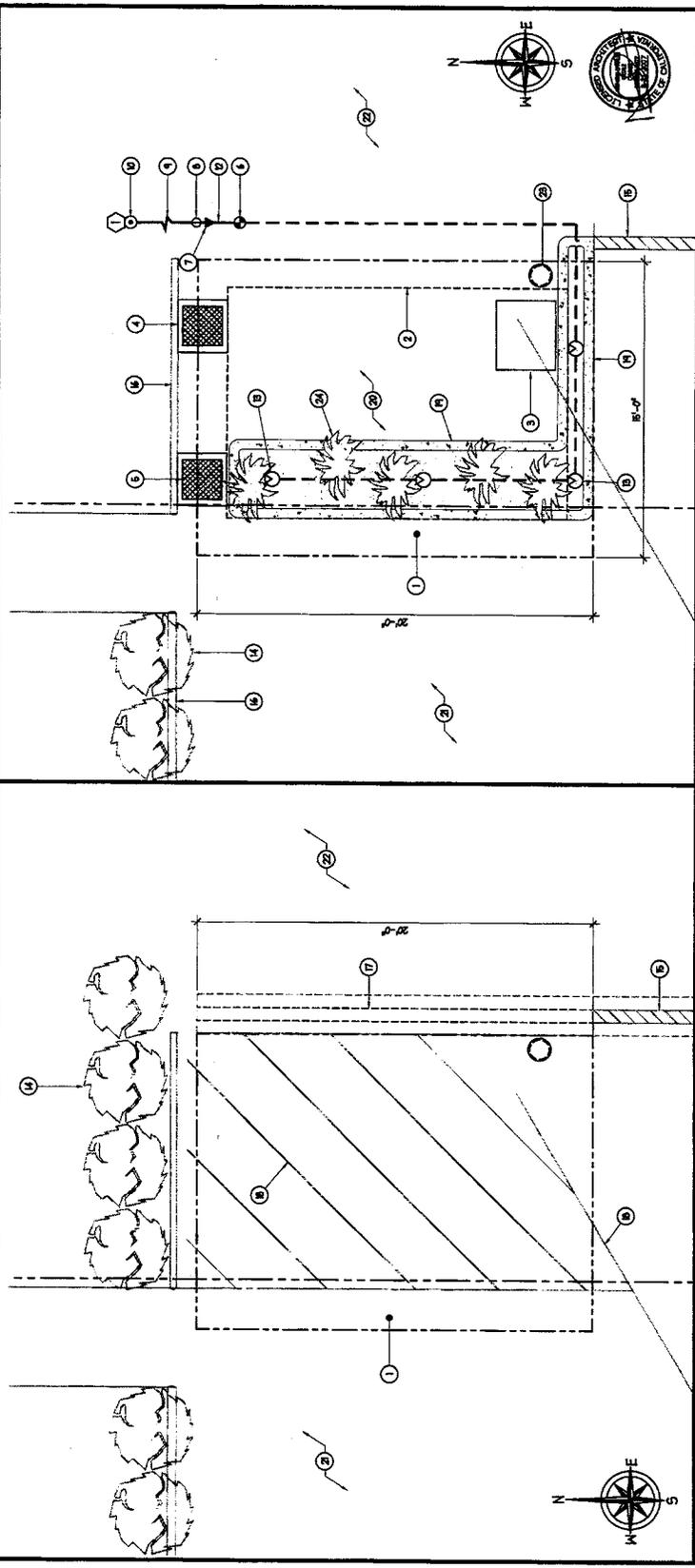
SITE NAME:  
**VICTOR PARK**  
 LAYOU/C330C  
 SITE ADDRESS:  
 4777 EVERHAUD STREET  
 TORRANCE, CA 90505

SHEET TITLE:  
**LANDSCAPE PLAN**

| DWG. NAME: | DRAWN BY: | DATE:    |
|------------|-----------|----------|
| L2         | JT        | 08/29/06 |

SHEET NUMBER:  
 19 OF 19  
**L-2**

- NOTES:**
- NEW SPRINT 81-07 x 20'-0" (300 SQ. FT.) EQUIPMENT LEASE AREA.
  - NEW SPRINT 17'-2 1/2" X 11'-8 1/2" UNDERGROUND EQUIPMENT VAULT.
  - NEW SPRINT 575' ACCESS MATCH.
  - NEW SPRINT VAULT FLUSH-TO-GRADE AC EXHAUST VERT.
  - NEW SPRINT VAULT FLUSH-TO-GRADE AC INTAKE VERT.
  - NEW RAIN ERD AUTOMATIC IRRIGATION CONTROL VALVE AND CONVENTIONAL ANTI-SIPHON VALVE.
  - NEW RAIN ERD IN-LINE MTE FILTER.
  - NEW RAIN ERD MAINFIELD ISOLATION VALVE.
  - 1" MAIN LINE TO WATER SOURCE.
  - NEW 1" BRONZE SWING BALL VALVE @ P.O.C. TO SITE WATER SOURCE.
  - NOT USED.
  - 3/4" SCH. 40 PVC LATERAL PIPE, 18" BELLOWS GRADE.
  - NEW RAIN ERD BUBBLER HEAD (TYPICAL OF 4).
  - EXISTING HEDGE TYPICAL.
  - EXISTING BLOCK WALL.
  - EXISTING CURB.
  - EXISTING BLOCK MALL SECTION TO BE REMOVED.
  - EXISTING PARKING/ NO PARKING STRIPING.



DEMOLITION PLAN  
 DETAILED SITE PLAN  
 SCALE: 1/8" = 1'-0"  
 SCALE: 3/8" = 1'-0"

DATE: March 10, 2006  
 TO: Jeffery W. Gibson, Community Development Director  
 FROM: Development Review Division  
 SUBJECT: SATELLITE ANTENNAE (SAT05-00015)

Request for an Administrative Approval of a Telecom Permit to allow the placement of three panel antennas, for the provision of wireless communication services, on the top of an existing light pole located on City property at Victor Park at 4727 Emerald Street.

Applicant: Courtney Schmidt (Sprint PCS)  
 Case No: SAT05-00015  
 Zoning: PU (Public Use)

The proposed project consists of three antennas mounted on an existing light pole located along the north easterly edge of the parking lot that serves Victor Park and the Henderson Branch Library. The applicant is proposing a maximum height of 50 feet, and neither the antennas nor the screen around the antennas will exceed this height. One antenna will face north, a second antenna will face south west and a third antenna will face south east. The applicant is proposing to place support equipment cabinets in an underground vault located approximately 34 feet to the north of the light pole.

The Public Use Zone does not have a maximum building height; therefore, the antennas proposed at 50 feet are within the allowable height limit. The applicant is proposing this facility to provide coverage between Hawthorne and Palos Verdes boulevards and between Torrance and Del Amo boulevards. This site will fill in coverage gaps between two existing sites one on Torrance Boulevard in the City of Redondo Beach just west of the municipal boundary and the second on Torrance Boulevard at Amie as shown in the attached coverage map.

The proposed telecommunication facility is defined as a stealth installation which falls into a Location Priority that does not require a special review by the Telecommunications Committee. The zoning of the subject property is not a zone that requires a special approval and it is not located where facilities are prohibited. The applicant is proposing to install antennas on an existing light standard that will provide the height needed to fulfill their RF objectives.

The visual impacts will be minimal as the applicant is proposing to construct a screening mechanism around the panel antennas that will blend with the existing light standard. In order to limit adverse visual effects co-location of other carriers on the existing structure is encouraged. The equipment cabinets are proposed as a vault installation that will not be visible above grade. The area where the vault is proposed will have bollards surrounding the site in order to prevent vehicles from parking on the vault. Staff is recommending that in lieu of bollards the applicant install planters around the vault. The cables from the equipment cabinets will be carried by an underground coax cable run to the light standard. The antennas will connect to a power supply and the mobile telephone switching office through an underground cable that connects to an existing power pole in the public right-of-way along Emerald Street. For these reasons the proposed antennas and the support equipment blend into the surroundings and the environment.

In the judgment of Staff, the proposed telecommunication facility conforms to the technology, height, location and design standards of Sections 92.39.040 and 92.39.050 of the Torrance Municipal Code and staff recommends approval of the applicant's request, subject to the following conditions:

1. That if this Administrative Approval is not implemented within one year after the approval, it shall expire and become null and void unless extended by the Community Development Director for an additional period, as provided for in Section 92.27.1 of the Torrance Municipal Code; (Development Review)
2. That this Telecom Permit shall comply with Article 39 of Chapter 2 of Division 9 and all other applicable codes in the Torrance Municipal Code; (Development Review)
3. That applicant shall submit Emission Standards and Non-Interference Data showing the specific frequency range that the facility will use upon and throughout activation, certification that the facility will continuously comply with FCC emissions standards, and that use of the telecom facility will not interfere with other communication, radio or television transmission or reception; (Development Review)
4. That the applicant shall install planters around the vault area and forego the bollards as proposed to the satisfaction of the Community Development Director; (Development Review)
5. That a landscaping plan shall be submitted to the Community Development Director for approval prior to the issuance of any building permits that demonstrates the use of planters around the vault area instead of bollards, and the plan shall utilize drought resistant/xeriscape plant materials, and shall provide state-of-the-art water saving irrigation system and/or drip irrigation; (Development Review)

Prepared by,



Aquilla Hurd  
Planning Assistant

Recommended by,



Gregg Lodan, AICP  
Planning Manager

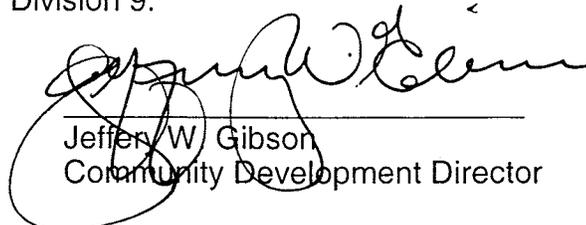
Attachments:

1. Site Plan and Elevations.
2. Project description, coverage maps and photo simulations

This request for a Satellite Antenna Administrative Review (SAT05-00015) is ✓ APPROVED     DENIED per Ordinance No. 3561, Section 92.39.060, Satellite Antennas, of the Torrance Municipal Code, Division 9.

10/11/06

DATE



Jeffrey W. Gibson  
Community Development Director

Decisions made by the Community Development Director are appealable to the Telecommunications Committee within 15 calendar days following the above date of approval/denial.

## CODE REQUIREMENTS

The following is a partial list of code requirements applicable to the proposed project. All possible code requirements are not provided here and the applicant is strongly advised to contact each individual department for further clarification. The Community Development Director may not waive or alter the code requirements. They are provided for information purposes only.

### Development Review

1. That applicant shall provide opportunities for co-location of telecommunication facilities by other carriers. (92.39.040)
2. That applicant shall not light the Telecom facility except for security lighting and such lighting shall be shielded so that direct rays do not shine on nearby properties. (92.39.050)
3. That applicant shall not display any signage or identifying logos on the telecommunication facility. (92.39.050)
4. That the applicant shall submit a radio frequency compliance and radiation report prepared by a qualified RF engineer with 30 days after installation of the telecom facility. (92.39.070)

### Building and Safety

1. Obtain all necessary permits.

### Engineering

1. Obtain a construction and excavation permit from the Community Development Department, Engineering Division for any work in the public right-of-way. (Electrical cabinet on Emerald St.)



# PARKS AND RECREATION COMMISSION

WEST ANNEX COMMISSION MEETING ROOM  
CITY HALL, 3031 TORRANCE BOULEVARD  
TORRANCE, CALIFORNIA 90503



## Parks and Recreation Commission

The Parks and Recreation Commission is an advisory body to the City Council that meets on the second Wednesday of each month at 7:00 p.m. in the West Annex Commission Meeting Room. All meetings are open to the public. Those who wish to speak on any matter on the agenda are asked to do so under "Orals."

Staff reports are available for review at the West Annex Information Desk, Civic Center Main Library and the City Clerk's Office. Direct any other questions or concerns to Community Services Director Gene Barnett at 310.618.2939. Agendas and Minutes are posted on the City of Torrance Home Page [www.toronet.com](http://www.toronet.com).

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in this meeting, please call 310.618.2939. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28CFR 35.102-104 ADA Title II]

### HOURS OF OPERATION

Monday through Friday from  
7:30 a.m. to 5:30 p.m.

Offices are closed alternate Fridays  
and certain holidays.

City Hall will be closed May 13, 27  
and 30, and June 10 and 24, 2005

GB:bjb:prcommis/a&m/2005/05-11-05a

## AGENDA

WEDNESDAY, MAY 11, 2005

- 1 CALL TO ORDER
- 2 ROLL CALL/MOTIONS FOR EXCUSED ABSENCE
- 3 FLAG SALUTE
- 4 MOTION TO ACCEPT AND FILE THE REPORT OF THE CITY CLERK ON THE POSTING OF THE AGENDA
- 5 APPROVAL OF MINUTES
  - A Minutes of April 13, 2005
- 6 OLD BUSINESS
  - A Budget Update
  - B Status of the Community Services Department
- 7 NEW BUSINESS
  - A Land Management Team's Recommendation for the Utilization of Certain Areas of Victor Park for the Development of a Cell Site
  - B Response to Questions re Farmers' Market Accounting
- 8 STANDING COMMITTEE UPDATES
  - A Open Space Committee
  - B Facilities Committee
  - C Programs Committee
- 9 MONTHLY DEPARTMENT ACTIVITY
  - A Cultural Services Division
  - B Park Services Division
  - C Recreation Services Division
- 10 ORALS
- 11 ADJOURNMENT: June 8, 2005

*Meeting on the agenda, programs, and committee.*

ROLL CALL: \_\_\_ Cook \_\_\_ Guyton \_\_\_ Robbins \_\_\_ Smoot \_\_\_ Taniguchi \_\_\_ Tookey \_\_\_ McGee

Honorable Chair and Members  
of the Parks and Recreation Commission  
City Hall  
Torrance, California

Members of the Commission:

**SUBJECT: Land Management Team's recommendation for the utilization of certain areas of Victor Park for the development of a Cell site**

### **RECOMMENDATION**

A recommendation of the Land Management Team for the Parks and Recreation Commission to review, comment and give input to a conceptual plan to Lease park property to Sprint PCS for the construction and maintenance of a cell tower to be located at the northeast corner area of Victor Park.

### **FUNDING**

There is no funding required for this recommendation. The Lease, if implemented, will generate \$27,600 annually.

### **BACKGROUND**

Sprint PCS has been searching for a site to develop a cell tower to enhance service in the general area of Victor Park. A site has been identified that will meet their requirements and is therefore being brought before the Commission as a concept, prior to the development of any Lease documents.

### **ANALYSIS**

The proposed parameters of the Lease are as follows:

|                  |  |
|------------------|--|
| Site area:       | 500 square feet (20'x25')              |
| Term:            | 5 years, with four 5-year options      |
| Annual increase: | 3% annually                            |
| Height:          | 50 foot maximum                        |
| Rent:            | \$2,300.00 per month/\$27,600 annually |

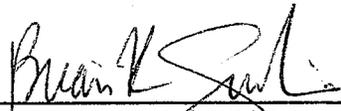
The proposed area for the cell site is the northeast corner of Victor Park near the border of the park and adjacent school site. The proposal is to build a small structure to house equipment and surround the stealth monopole with a covering designed to look like a palm tree.

If this proposal moves forward the Lease will be developed and sent to the City Council for review.

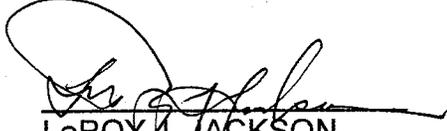
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Respectfully submitted,

LeROY J. JACKSON  
CITY MANAGER

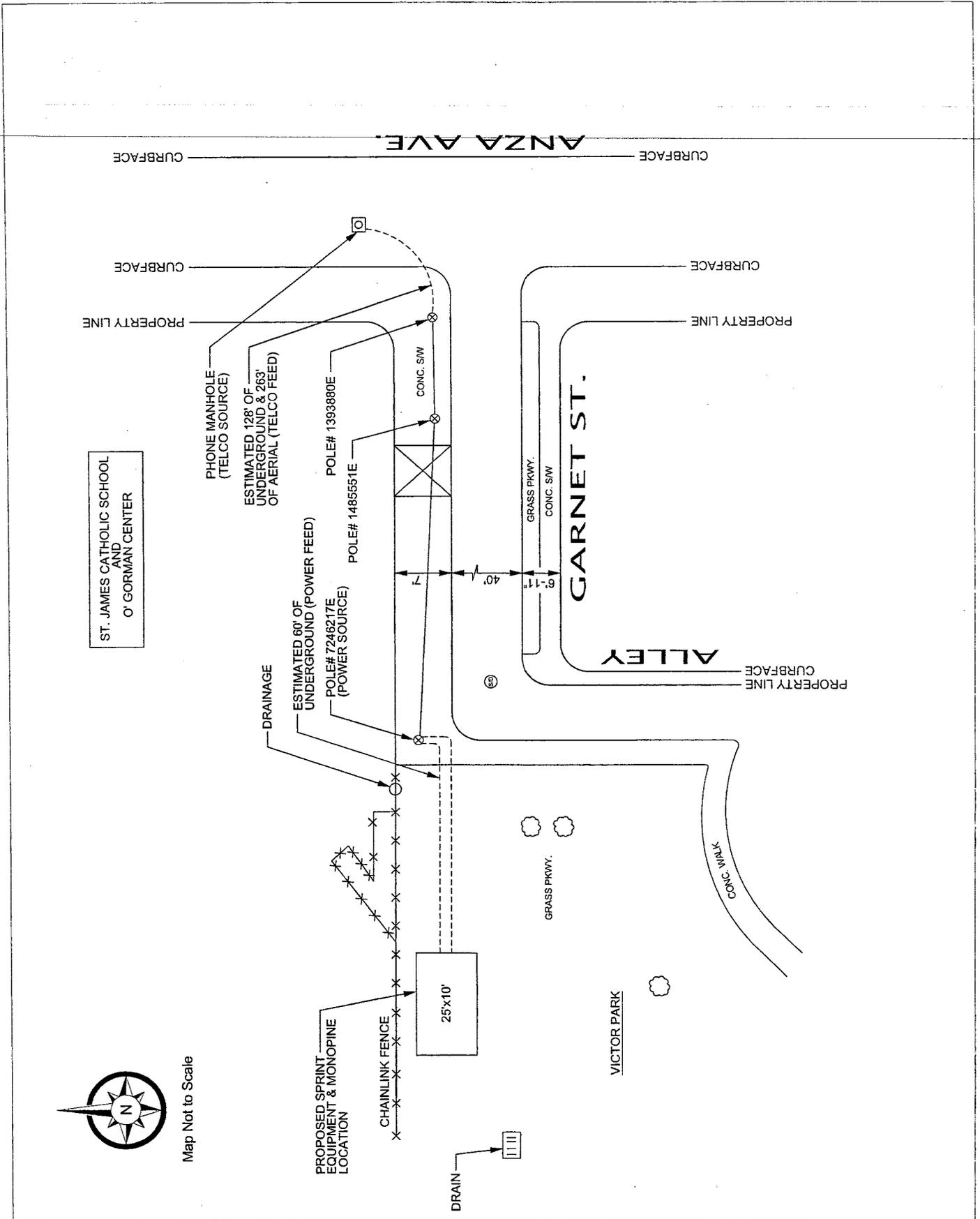
By:   
BRIAN K. SUNSHINE  
Assistant to the City Manager  
and Chair, Land Management Team

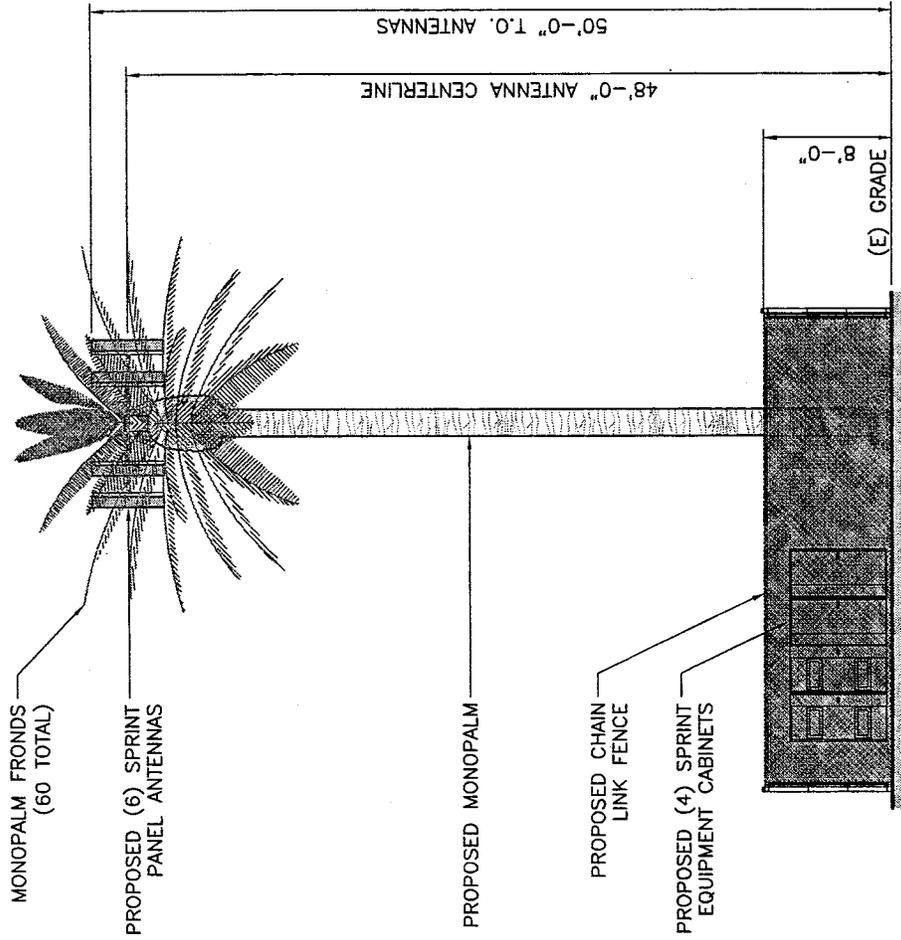
CONCUR:

  
LeROY J. JACKSON  
City Manager

Attachment:

- A. Site location
- B. Elevation





**ELEVATION**

**VICTOR PARK  
LA70XC332C**

4727 EMERALD STREET  
TORRANCE, CA. 90503

**MSA**

*Architecture & Planning*

San Jose • San Diego • San Francisco  
1000 E. Duane Avenue, Suite 400, California 92705  
949.261.1177 fax 949.261.1120 [www.msa-ap.com](http://www.msa-ap.com)



May 11, 2005

**MINUTES OF A REGULAR MEETING OF THE  
TORRANCE PARKS AND RECREATION COMMISSION**

**1. CALL TO ORDER**

The Torrance Parks and Recreation Commission convened in a regular session at 7:05 p.m. on Wednesday, May 11, 2005, in the West Annex meeting room at Torrance City Hall.

**2. ROLL CALL**

Present: Commissioners Cook, Perkins, Robbins\*, Smoot, Taniguchi, Tookey, and Chairperson McGee.

Absent: None.

Also Present: Recreation Services Administrator Jones and Park Services Administrator Wilson.

\*Commissioner Robbins arrived at 7:13 p.m.

**3. FLAG SALUTE**

Dominguez Hills student Wayne Zimmerman led the Pledge of Allegiance.

**4. AFFIDAVIT OF POSTING**

**MOTION:** Commissioner Taniguchi moved to accept and file the report of the City Clerk on the posting of the agenda for this meeting. Commissioner Tookey seconded the motion; a voice vote reflected unanimous approval.

**5. APPROVAL OF MINUTES**

**5A. MINUTES OF APRIL 13, 2005**

**MOTION:** Commissioner Smoot moved for the approval of the April 13, 2005 Parks and Recreation Commission meeting minutes as submitted. The motion was seconded by Commissioner Tookey and passed by unanimous voice vote approval (with Commissioner Perkins abstaining).

**6. OLD BUSINESS**

**6A. BUDGET UPDATE**

Park Services Administrator Wilson presented the material of record regarding Park Services Division's budget reduction proposal submitted to the City Manager's Office on May 3, 2005. He reported that currently there were five vacant positions and, in order to accomplish budget reductions, they were proposing the deletion of one senior

Parks and Recreation Commission  
May 11, 2005

groundskeeper position and one semi-skilled laborer position. He stated that they hoped to fill the remaining vacant senior groundskeeper and 1.6 semi-skilled laborer positions as soon as the budget is finalized.

Responding to Chairperson McGee's inquiry, he explained that some of the maintenance responsibilities would be realigned and reprioritized, with concentration on core basics. He stated that grass, trees, and shrubs might not get trimmed as often, noting that these duties were for the most part transparent to the community.

Commissioner Tookey noted that one affected park route was located in the southwest part of the City and inquired if there would be public discussion before City Council. Park Services Administrator Wilson informed Commissioners that concerns could be voiced at two Budget Workshops on June 7 and June 14, 2005, with budget adoption expected on June 21, 2005. He added that geographical lines would be redefined and personnel shuffled as needs change.

Commissioner Robbins arrived at 7:13 p.m.

Chairperson McGee welcomed new Commissioner Perkins to the Parks and Recreation Commission.

#### **6B. STATUS OF THE COMMUNITY SERVICES DEPARTMENT**

Recreation Services Administrator Jones explained the six divisions of the Community Services Department to Commissioner Perkins. He reported that City Council was expected to adopt a finalized plan for consolidation in two weeks. He stated that the successful dinner for Parks and Recreation and Library volunteers demonstrated that the organizations worked well together.

#### **7. NEW BUSINESS**

##### **7A. LAND MANAGEMENT TEAM'S RECOMMENDATION FOR THE UTILIZATION OF CERTAIN AREAS OF VICTOR PARK FOR THE DEVELOPMENT OF A CELL SITE**

Recreation Services Administrator Jones presented the material of record recommending that the Commission review, comment, and give input to a conceptual plan to lease park property to Sprint PCS for the construction and maintenance of a cell tower at Victor Park. He stated that it would be an additional revenue opportunity, generating \$27,600 annually. He advised that the cell tower would be disguised as a palm tree, fenced, and located in the northeast corner area of Victor Park in a passive area near the border of the park and adjacent school site. He noted that the Commission had the ability to recommend where the revenue would go.

In response to Commissioner Smoot's inquiry, he stated that the Land Management Team has identified the going market rate for this type of activity and that Sprint PCS approached the City.

Responding to Commissioner Tookey, Park Services Administrator Wilson advised that there were palm trees in the area and that there would be proximity to power with easy access for service vehicles.

Commissioner Tookey suggested that the fence around the tower be reduced from eight to six feet. Park Services Administrator Wilson stated that Sprint PCS was concerned about liability, and that they may use one-inch mesh that is not climbable.

Commissioner Perkins stated that he thought the tower would intrude into a flexible, open area and expressed concern that there would be a narrow area with fences on both sides. He suggested that the cabinets be placed underground except for the vents. Recreation Services Supervisor Jones responded that it would be cost prohibitive but the issue could be explored.

**MOTION:** Commissioner Taniguchi moved to support the conceptual plan to lease a portion of Victor Park to Sprint PCS for the construction and maintenance of a cell tower, that the revenue generated would go to the Community Services Department, and subject to review of final plans by the Parks and Recreation Commission. Commissioner Robbins seconded the motion; a voice vote reflected unanimous approval.

#### **7B. RESPONSE TO QUESTIONS RE FARMERS' MARKET ACCOUNTING**

Recreation Services Supervisor Jones reported that Mary Lou Weiss, Farmers' Market Manager, stated that in comparing this year with last year, in the Tuesday Market they have increased three farmers and that customer numbers have increased by 158. Referring to the Saturday Market, they have decreased one farmer, with customer numbers decreasing 270. He advised that there was a typographical error on the Financial Report and that the total gross sales for 2003/2004 should have read \$1,694,031.49.

In response to Commissioner Perkins' inquiry, he stated that reporting was tied to the fiscal year, and that the City receives 6% agricultural space fee and 10% non-agricultural space fee. He estimated that approximately \$350,000 goes into the enterprise fund from the Farmers' Market annually. He offered to invite Mary Lou Weiss to speak at a Commission meeting.

#### **8. STANDING COMMITTEE UPDATES**

##### **8A. OPEN SPACE COMMITTEE**

No report.

##### **8B. FACILITIES COMMITTEE**

It was announced that Commissioner Guyton was now on the Planning Commission and that Commissioner Perkins would take his place on the Facilities Committee.

**8C. PROGRAMS COMMITTEE**

July 13, 2005 was selected as the date for the Community Services Awards Banquet. Recreation Services Supervisor Jones stated that the Committee could decide if other Community Services divisions were to be invited.

**9. MONTHLY DEPARTMENT ACTIVITY****9A. CULTURAL SERVICES DIVISION**

No report.

**9B. PARK SERVICES DIVISION**

Park Services Administrator Wilson reported that installation of play equipment at Walteria Park was completed on May 11, 2005 and that Guenser Park would reopen on May 14, 2005. He stated that they would be completing the sidewalk installation and upgrading security lighting at Walteria Park.

**9C. RECREATION SERVICES DIVISION**

Recreation Services Administrator Jones noted that there were 1,500,000 users at Wilson Park on an annual basis.

Park Services Administrator Wilson advised that the universally-accessible tree house to be constructed at Wilson Park was currently in plan check, with a ten-week construction period to begin immediately after July 4, 2005.

Recreation Services Administrator Jones discussed the successful Tip-A-Cop fundraiser at Claim Jumper on April 28, 2005.

He encouraged Commissioners to attend the Special Olympics track meet at West High School on May 14, 2005.

In response to Chairperson McGee's inquiry, he stated that the Batting Cages were now averaging \$8,000 per month. He advised that staff would prepare a year-end review for presentation to the Commission in August 2005.

**10. ORALS**

**10A.** Torrance Youth Council member Nina Sawhney invited Commissioners to attend the Beat the Odds scholarship banquet on May 12, 2005. She expressed concern about lost toys and vandalism at Victor Park if the proposed cell tower was constructed.

**10B.** Commissioners and staff welcomed Commissioner Perkins.

**10C.** In response to Commissioner Perkins' inquiry regarding Lago Seco Park, Recreation Services Administrator Jones stated that the two bids received came in high and that staff was seeking additional funding.

**10D.** Commissioner Perkins questioned why the fence on the east side of the Entradero channel was not replaced.

**10E.** Commissioner Taniguchi thanked Commissioners for attending the April 16-17, 2005 Japanese Cultural Festival.

**10F.** Commissioner Robbins apologized for being late for this meeting.

**10G.** Commissioner Taniguchi stated that she enjoyed attending the City's volunteer recognition dinner.

**10H.** Commissioner Smoot thanked Torrance Youth Council member Nina Sawhney for attending tonight's meeting.

**10I.** Chairperson McGee stated that he enjoyed attending the Youth Forum, Bunka-Sai Japanese Cultural Festival, and the Discovery Park dedication ceremony.

**10J.** Recreation Services Administrator Jones confirmed that the community meeting for Pueblo Park was May 19, 2005 and that Commissioner Taniguchi would attend.

**11. ADJOURNMENT**

**MOTION:** At 8:10 p.m., Commissioner Tookey moved to adjourn the Parks and Recreation Commission meeting to June 8, 2005 at 7:00 p.m. The motion was seconded by Commissioner Taniguchi and, hearing no objection, Chairperson McGee so ordered.

|   |
|---|
| Approved as Written<br>June 8, 2005<br>s/ Sue Herbers, City Clerk |
|---|





## Parks and Recreation Commission

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### HOURS OF OPERATION

Monday through Friday from  
7:30 a.m. to 5:30 p.m.

Offices are closed alternate Fridays  
and certain holidays.

City Hall will be closed November 11,  
24 and 25, and December 9, 23, 26  
and 30, 2005

GB:bjb:prcommis/a&m/2005/11-09-05a

# PARKS AND RECREATION COMMISSION

WEST ANNEX COMMISSION MEETING ROOM  
CITY HALL, 3031 TORRANCE BOULEVARD  
TORRANCE, CALIFORNIA 90503

## AGENDA

WEDNESDAY, NOVEMBER 9, 2005, 7 PM

- 1 CALL TO ORDER
- 2 ROLL CALL/MOTIONS FOR EXCUSED ABSENCE
- 3 FLAG SALUTE
- 4 MOTION TO ACCEPT AND FILE THE REPORT OF THE CITY CLERK ON THE POSTING OF THE AGENDA
- 5 APPROVAL OF MINUTES
  - A Minutes of October 12, 2005
- 6 OLD BUSINESS
  - A Victor Park Cell Tower Update
- 7 NEW BUSINESS
  - A Acceptance of Donation and Appropriation of Funds to purchase Street Clock for the Live Steamers Compound at Wilson Park
  - B General Plan Update by Community Development Department
- 8 STANDING COMMITTEE UPDATES
  - A Open Space Committee
  - B Facilities Committee
  - C Programs Committee
- 9 MONTHLY DEPARTMENT ACTIVITY
  - A Park Services Division
  - B Recreation Services Division
- 10 ORALS
- 11 ADJOURNMENT: December 14, 2005

Department Agenda Book\*

*Enriching the Community through People, Programs, and Partnerships*

ROLL CALL: \_\_\_ Cook \_\_\_ Perkins \_\_\_ Robbins \_\_\_ Smoot \_\_\_ Taniguchi \_\_\_ Tookey \_\_\_ McGee

FOR COMMISSION MEETING  
November 9, 2005

**TO:           PARKS AND RECREATION COMMISSION**

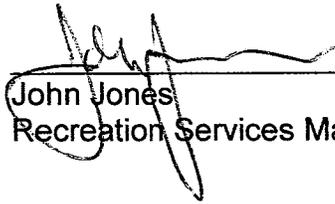
**FROM:       JOHN JONES, RECREATION SERVICES MANAGER**

**SUBJECT:     VICTOR PARK CELL PHONE TOWER UPDATE**

On Wednesday, September 14, 2005, your Honorable Body recommended that the City proceed with an agreement with Sprint PCS for the construction and maintenance of a cell tower to be located in the northeast corner of the Victor Park parking lot. This recommendation stated that the cell tower be disguised as a parking lot pole and that the equipment area would be completely underground in a vault covered by a traffic-rated grate, and that the income generated be placed in the Community Services Department Enterprise Fund.

Subsequent to this approval, staff reported this information to Brian Sunshine, Chairman of the Land Management Team, who presented this recommendation to the representative for Sprint PCS. Mr. Sunshine recently reported to staff that Sprint PCS is comfortable with this recommendation and will be submitting a draft contract for his review within the next weeks. Mr. Sunshine believes that an Agenda Item will be forwarded to the City Council by the end of this calendar year. Staff will keep you apprised of status of this project.

Respectfully submitted,

  
\_\_\_\_\_  
John Jones  
Recreation Services Manager

CONCUR:

  
\_\_\_\_\_  
Gene Barnett  
Community Services Director

## SUBJECT TO APPROVAL

November 9, 2005

**MINUTES OF A REGULAR MEETING OF THE  
TORRANCE PARKS AND RECREATION COMMISSION****1. CALL TO ORDER**

The Torrance Parks and Recreation Commission convened in a regular session at 7:02 p.m. on Wednesday, November 9, 2005, in the West Annex meeting room at Torrance City Hall.

**2. ROLL CALL**

Present: Commissioners Cook, Perkins, Robbins, Taniguchi, Tookey, and Chairperson McGee.

Absent: Commissioner Smoot.

Also Present: Recreation Services Administrator Jones, Park Services Administrator Wilson, Senior Administrative Analyst Witzansky, Environmental Services Administrator Cessna, Senior Planning Associate Chun, and Senior Planning Associate Lodan.

**MOTION:** Commissioner Taniguchi moved to grant Commissioner Smoot an excused absence for this meeting. Commissioner Perkins seconded the motion; a voice vote reflected unanimous approval.

**3. FLAG SALUTE**

Park Services Administrator Wilson led the Pledge of Allegiance.

**4. AFFIDAVIT OF POSTING**

**MOTION:** Commissioner Robbins moved to accept and file the report of the City Clerk on the posting of the agenda for this meeting. Commissioner Cook seconded the motion; a voice vote reflected unanimous approval (absent Commissioner Smoot).

**5. APPROVAL OF MINUTES****5A. MINUTES OF OCTOBER 12, 2005**

Commissioner Robbins noted the following correction to the October 12, 2005 meeting minutes:

Page 4, Item 10G: "Commissioner Robbins initiated a brief conversation about the person ..."

## SUBJECT TO APPROVAL

**MOTION:** Commissioner Perkins moved for the approval of the October 12, 2005 Parks and Recreation Commission meeting minutes as corrected. The motion was seconded by Commissioner Tookey and passed by unanimous voice vote approval (absent Commissioner Smoot).

6. **OLD BUSINESS**

6A. **VICTOR PARK CELL TOWER UPDATE**

Recreation Services Administrator Jones informed the Commission that Sprint PCS was working on a draft contract with the Land Management Team and that an Agenda Item will be forwarded to City Council by the end of this calendar year. He noted that the cell site would be underground in a vault covered by a traffic-rated grate, with no impact to the parking lot except for the construction phase, and that they would be receiving \$2,350 per month.

In response to Commissioner Robbin's inquiry, he stated that the contract would have a CPI escalator.

7. **NEW BUSINESS**

7A. **ACCEPTANCE OF DONATION AND APPROPRIATION OF FUNDS TO PURCHASE STREET CLOCK FOR THE LIVE STEAMERS COMPOUND AT WILSON PARK**

Senior Administrative Analyst Witzansky provided background information about the \$12,500 pledge from Southern California Live Steamers Inc. to help fund the cost of the installation of an official street clock within their compound at Wilson Park. He noted that the antique-style clock would be four sided, approximately eleven feet tall, tell official time, chime over 100 different tunes, light up during evening hours, and be visible to park patrons as well as participants of the live steamers. He requested that the Commission accept the donation and request that City Council appropriate additional funds needed to complete the installation.

He introduced Southern California Live Steamers Inc. President Joe Manzo and Treasurer Kelley Smith.

Responding to Chairperson McGee's inquiry, Senior Administrative Analyst Witzansky stated that chime intervals and sound level could be controlled by the City.

In response to Commissioner Robbins' inquiries, he explained that official time was Pacific Standard Time, that the clock operated electronically, and that maintenance requirements were not anticipated for several years. He noted that the clock was very durable and would be placed inside the fence to prevent vandalism.

**MOTION:** Commissioner Robbins moved to accept the \$12,500 donation from Southern California Live Steamers Inc. and to request that City Council appropriate \$17,500 from the Parks and Recreation Open Space Fund to cover the balance of the funding needed to complete the project. Commissioner Taniguchi seconded the motion; a voice vote reflected unanimous approval (absent Commissioner Smoot).

## SUBJECT TO APPROVAL

In response to Commissioner Tookey's inquiry, Mr. Manzo stated that the live steamers run the first Sunday of every month.

**7B. GENERAL PLAN UPDATE BY COMMUNITY DEVELOPMENT DEPARTMENT**

Recreation Services Administrator Jones reported that all departments have been working collectively with the Community Development Department for the past several months to review the current General Plan prepared in 1992. He introduced Environmental Services Administrator Cessna, Senior Planning Associate Chun, and Senior Planning Associate Lodan from the Community Development Department.

Senior Planning Associate Chun provided an overview of the General Plan update process that includes a Parks and Recreation Element and an Open Space Element. She explained that the General Plan provides a guide for the physical development of the City and outlines land use, circulation, environmental, economic, and social goals of the community. She stated that the City was currently in the process of collecting information and community input that will be used to formulate the goals and policies of the General Plan. She advised that completion of the entire update process was anticipated by end of fall 2006. She provided information on California law requirements for cities to adopt a General Plan as well as policy guidelines to identify a series of elements. She explained that the City may choose to combine elements and that optional elements may also be included that address topics of local concern, noting that Parks and Recreation was actually an optional element that would be included in the document.

Environmental Services Administrator Cessna reported that the current General Plan focuses on the actual physical park facilities and that staff was looking for ideas for expansion that would include cultural arts, senior programs, and the library. She encouraged Commissioners to brainstorm what they would like to see in the Parks and Recreation Element and Open Space Element and what the City should be trying to accomplish over the next twenty years. She advised that after ideas were listed, the Commissioners would be asked to prioritize the areas of most concern to them. The information would then be forwarded to the General Plan consultants to be used to revise and expand the Parks and Recreation Element and Open Space Element. She stated that the draft would be brought back to the Commission in spring 2006 for review and to receive additional input. She noted that staff has already provided several comments and suggestions.

Commissioners made suggestions and comments that were recorded as follows:

*Study areas of development, open space existing and potential future open space pocket parks. Focus on model study area.*

*Preserve / maintain existing open space.*

*Need for variety of recreational spaces—swimming pools / indoor gyms.*

*Ensure senior development is tied to necessary services (acquire additional open space), i.e. Begonia Farms.*

*Look at housing density; relate to open space.*

SUBJECT TO APPROVAL

*Encourage developers to donate open space.*

*Pay more attention to our stated goals and objectives.*

*Reinforce joint use of parking / enhancements to park.*

*Look at opportunities for recreation if schools were to close.*

*Look at acquiring vacant industrial properties for open space (i.e., PPG).*

*Look at partnering with Port of Los Angeles for reciprocal mitigating projects.*

*Examine our open space ratio policy—is it reasonable?*

*Compare today vs. 1992 assumptions.*

*Examine fee structure for City facilities. Ensure broad access to public.*

*Partner with school facilities.*

*Provide affordable meeting space for community groups.*

*Utilize existing triggers to provide open space.*

Environmental Services Administrator Cessna gave dots to each Commissioner and asked that they prioritize the most important ideas.

Commissioners thanked Community Development Department staff for their guidance and efforts.

**8. STANDING COMMITTEE UPDATES**

**8A. OPEN SPACE COMMITTEE**

Commissioner Robbins reported that the Open Space Committee would be holding meetings in the future to discuss issues raised at this meeting.

**8B. FACILITIES COMMITTEE**

Recreation Services Administrator Jones reported that on November 16, 2005 the architect would present the final draft of the conceptual design to the Pueblo Park community. Commissioner Taniguchi indicated that she would try to attend the meeting.

**8C. PROGRAMS COMMITTEE**

No report.

**9. MONTHLY DEPARTMENT ACTIVITY**

**9A. PARK SERVICES DIVISION**