

RESOLUTION NO. 13-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA
TO APPROVE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF PACIFICA AND GTE MOBILNET OF CALIFORNIA LP d/b/a
VERIZON WIRELESS (AMERICAN TOWER COMPANY)**

WHEREAS, Landlord (City of Pacifica) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated December 12, 2011 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to modify the Lease as expressly provided herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein;

RESOLVED by the City Council of the City of Pacifica, California, that the First Amendment to the Communications Lease Agreement between the City of Pacifica and GTE Mobilnet of California d/b/a Verizon Wireless, American Tower Company be approved.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on the 12th day of February, 2024, by the following vote:

AYES, Councilmembers: *Beckmeyer, Bier, Bigstycyk, Botes, Vaterlaus.*

NOES, Councilmembers: *n/a*

ABSENT, Councilmembers: *n/a*

ABSTAIN, Councilmembers: *n/a*


Sue Vaterlaus, Mayor

ATTEST:


Sarah Coffey, City Clerk

APPROVED AS TO FORM:



Michelle Kenyon, City Attorney

EXHIBIT A

THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This First Amendment to Communications Site Lease Agreement (this "**First Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Pacifica**, a municipal corporation, ("**Landlord**") and **GTE Mobilnet of California LP d/b/a Verizon Wireless**, a Delaware limited partnership ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated December 12, 2011 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **One Hundred and No/100 Dollars (\$100.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this First Amendment executed by Landlord, on or before April 15, 2023; (b) Tenant's confirmation that Landlord's statements as further set forth in this First Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Additional Ground Space.**
 - a. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, effective as of the Commencement Date (as defined below) Landlord hereby leases to

Site No: 413839
Site Name: SAN PEDRO VALLEY EAST CA
Project No: 13638596 (MB)

Tenant an additional approximately **three hundred eighty one and 58/100 (381.58) square feet** of land (the "**Expanded Lease Area**"). The Expanded Lease Area is described, depicted and/or designated on **Exhibit B** attached hereto and by this reference made a part hereof. Tenant may use the Expanded Lease Area in the same manner that Tenant is permitted to use the Leased Premises. On and after the occurrence of the Commencement Date, the Expanded Lease Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Expanded Lease Area.

- b. Landlord hereby grants to Tenant, American Tower, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Expanded Lease Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Expanded Lease Area. Further, at any time on and after the Effective Date, Landlord hereby grants to Tenant, American Tower, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to the Leased Premises and Expanded Lease Area for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Leased Premises and/or Expanded Lease Area. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel, Leased Premises and/or the Expanded Lease Area in conducting these activities.
 - c. "**Commencement Date**" shall be the earlier of: (i) the date that one of Tenant's (or American Tower's) customers commences payment to Tenant (or American Tower) under a sublease, license or other form of collocation agreement that grants said customer use of the Expanded Lease Area; (ii) the date that Tenant (and/or American Tower) issues a written 'Notice To Proceed' to one of Tenant's (or American Tower's) customers for the purpose of commencing said customer's installation of equipment on all or a portion the Expanded Lease Area; (iii) if no written 'Notice to Proceed' is issued, then the date that Tenant, American Tower, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expanded Leased Area; (iv) the date that Tenant (and/or American Tower) issues a written notice to Landlord evidencing its intent to commence leasing the Expanded Lease Area; or (v) in the event Tenant (and/or American Tower) commences payment of the additional rent described in Section 3 below (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date that such payment commences.
 - d. Notwithstanding the foregoing, Tenant, American Tower, (or its customers, licensees, and sublessees) shall have twenty-four (24) months following the Effective Date to commence under the immediately preceding clauses (i), (ii), (iii), (iv) or (v) of Subsection 2(c) above (such period, the "**Commencement Period**").
 - e. Effective as of the Commencement Date, the total rent payable under the Lease, as amended hereby, shall be increased by a sum of **One Thousand One Hundred and 00/100 Dollars (\$1,100.00) per month with a 3% escalator each year** . The Parties hereby acknowledge and agree that all applicable increases and escalations to the rent authorized pursuant to the Lease shall continue in full force and effect.
3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the Renewal Term. The Parties affirm the applicability of the revenue share as described in Section

17 of the Lease specifically as it relates to New Cingular Wireless PCS, LLC ("**AT&T**") and that the Rent will not otherwise increase as it relates to the collocation by AT&T. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to **The City of Pacifica** by Tenant. Provided, however, in the event that any current sublessee, licensee or any other collocator of Tenant is paying said Rent or any other payments to **The City of Pacifica** directly as of the Effective Date of the First Amendment, Tenant shall not be obligated to make such payments to **The City of Pacifica**.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this First Amendment, this First Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. By entering into this First Amendment Landlord consents to and approves of the installation of equipment by AT&T at and within the Leased Premises and Additional Lease Area. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises and/or Expanded Lease Area by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises and/or Expanded Lease Area, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises and/or Expanded Lease Area as a wireless telecommunications facility. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this First Amendment.
5. **Proprietary and Governmental Roles; Actions by Landlord.** Except where clearly and expressly provided otherwise in this Lease, the capacity of the Landlord in this Lease shall be as owner and lessor of property only ("**Proprietary Capacity**"), and any obligations or restrictions imposed by this Lease on the Landlord shall be limited to that capacity and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect its governmental capacities, including enacting laws, inspecting structures, reviewing and issuing permits, and all of the other legislative and administrative or enforcement functions pursuant to federal, state or local law ("**Governmental Capacity**"). When acting in its Proprietary Capacity, discretionary actions may be undertaken by the City Manager or other designees as designated by the City Manager to the extent otherwise provided for in this Lease. In addition, nothing in this Lease shall supersede or waive any discretionary or regulatory approvals required to be obtained from the Landlord under applicable law, nor guarantee that the Landlord, in its Governmental Capacity, will grant any particular request for a license, permit or other regulatory approval. Lessee understands that the Landlord may grant or deny such request in accordance with the terms of the Landlord's codes and regulations, and may impose such terms and conditions as it deems consistent with that discretion and applicable laws.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this First Amendment, and, to the extent applicable, the person(s) executing this First Amendment on behalf of Landlord, have the authority to enter into and deliver this First Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this First Amendment; (iv)

Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this First Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this First Amendment. To the extent permissible under the law, Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this First Amendment.

7. **Notices.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this First Amendment, shall be controlled by this Section of this First Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn.: City Manager, 170 Santa Maria Avenue, Pacifica, CA 94004; to Tenant at: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This First Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this First Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the First Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the First Amendment by all Parties to the same extent as an original signature.
9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this First Amendment and those contained in the Lease, the terms and provisions of this First Amendment shall control. Except as otherwise defined or expressly provided in this First Amendment, all capitalized terms used in this First Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this First Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this First Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Site No: 413839
Site Name: SAN PEDRO VALLEY EAST CA
Project No: 13638596 (MB)

LANDLORD:

City of Pacifica
a municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Attest:

Signature: _____
Print Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

GTE Mobilnet of California LP d/b/a Verizon Wireless
a Delaware limited partnership

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARCEL ONE:

A PORTION OF THE LANDS OF CHALLENGE DEVELOPMENTS, INC., AS DESCRIBED IN PARCEL SEVEN OF THAT CERTAIN DEED FROM HIGGINS PROPERTIES, INC. TO CHALLENGE DEVELOPMENTS, INC., RECORDED MARCH 25, 1965 IN BOOK 4919 AT PAGE 469 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF "PARK PACIFICA NO. 2", SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 1, AS DESIGNATED ON THE MAP ENTITLED, "PARK PACIFICA NO. 2, PACIFICA, CALIFORNIA", RECORDED FEBRUARY 7, 1969 IN VOLUME 69 OF MAPS AT PAGES 1, 2, 3, 4 & 5, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE EASTERLY ALONG LAST SAID BOUNDARY LINE ALONG THE FOLLOWING COURSES:

NORTH 89° 07' 56" EAST 282.46 FEET; NORTH 82° 00' 00" EAST 309.94 FEET; SOUTH 88° 05' 18" EAST 81.72 FEET; SOUTH 81° 00' 00" EAST 315.00 FEET; SOUTH 74° 25' 33" EAST 85.64 FEET; SOUTH 65° 55' 38" EAST 48.65 FEET; SOUTH 68° 53' 40" EAST 58.16 FEET; SOUTH 71° 41' 07" EAST 56.28 FEET; SOUTH 75° 22' 04" EAST 55.79 FEET; SOUTH 76° 30' 00" EAST 350.00 FEET; SOUTH 76° 22' 30" EAST 48.53 FEET; SOUTH 69° 26' 18" EAST 91.93 FEET TO THE REAR COMMON CORNER OF LOTS 36 AND 37 IN SAID BLOCK 1, SAID POINT BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF THE LANDS OF THE CITY OF PACIFICA AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 31, 1969 IN VOLUME 5592 AT PAGE 614 OF OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE ALONG THE BOUNDARY OF SAID LANDS OF THE CITY OF PACIFICA SOUTH 35° 33' 54" WEST 878.74 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS OF THE CITY OF PACIFICA AS DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 17, 1965 IN VOLUME 4972 AT PAGE 522 OF OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 64° 20' 53" WEST 582.48 FEET; THENCE ALONG LAST SAID LINE AND ITS NORTHWESTERLY PROLONGATION NORTH 45° 49' 00" WEST 987.47 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A PORTION OF THE LANDS OF CHALLENGE DEVELOPMENTS, INC., AS DESCRIBED IN PARCEL SEVEN OF THAT CERTAIN DEED FROM HIGGINS PROPERTIES, INC. TO CHALLENGE DEVELOPMENTS, INC., RECORDED MARCH 25, 1965 IN BOOK 4919 AT PAGE 569 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF LAST SAID LANDS, SAID POINT BEING THE MOST EASTERLY CORNER OF LOT "D", BLOCK 6, AS DESIGNATED ON THE MAP ENTITLED, "PARK PACIFICA

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HIGHLANDS NO. 1, PACIFICA, CALIFORNIA", RECORDED OCTOBER 5, 1965 IN VOLUME 63 OF MAPS AT PAGES 13, 14 AND 15, RECORDS OF SAN MATEO COUNTY; THENCE ALONG LAST SAID LINE SOUTH 45° 49' 00" EAST 855.00 FEET AND SOUTH 64° 20' 53" EAST 582.48 FEET TO THE TRUE POINT OF BEGINNING. THENCE CONTINUING ALONG LAST SAID LINE SOUTH 64° 20' 53" EAST 200.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SAN PEDRO RANCHO; THENCE ALONG LAST SAID LINE NORTH 57° 24' 15" EAST 1032.75 FEET; THENCE LEAVING LAST SAID LINE ALONG THE FOLLOWING COURSES:

NORTH 32° 35' 45" WEST 35.00 FEET, NORTH 67° 30' 00" WEST 563.30 FEET, SOUTH 35° 33' 54" WEST 878.74 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

BEGINNING AT A POINT DISTANT SOUTH 62° 04' 35" EAST 454.16 FEET FROM THE CENTERLINE INTERSECTION OF YOSEMITE DRIVE AND ODDSTAD BOULEVARD, AS DESIGNATED ON THE MAP ENTITLED, "PARK PACIFICA NO. 1, PACIFICA, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 30, 1964 IN BOOK 60 OF MAPS AT PAGES 48, 49 AND 50; THENCE FROM SAID POINT OF BEGINNING SOUTH 54° 51' 00" EAST 360.00 FEET AND SOUTH 31° 06' 00" EAST 786 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS OF STERLING DEVELOPMENT COMPANY, AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN DEED FROM A. BERNARDI TO SAID COMPANY, DATED JANUARY 24, 1963 AND RECORDED JANUARY 30, 1963 IN BOOK 4381 OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 552 (56590-F); THENCE ALONG LAST SAID LINE NORTH 57° 59' 30" EAST 800 FEET MORE OR LESS TO THE POINT OF BEGINNING OF THE LANDS OF HIGGINS PROPERTIES, INC., AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN DEED FROM CAROL J. PAKAFSKI TO SAID PROPERTIES, DATED AUGUST 27, 1962 AND RECORDED SEPTEMBER 24, 1962 IN BOOK 4297 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 365 (15765-Y); THENCE ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS NORTH 57° 59' 30" EAST 722.06 FEET; THENCE LEAVING LAST SAID LINE NORTH 64° 20' 53" WEST 678 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT NORTH 43° 15' 00" EAST 1120.00 FEET AND SOUTH 45° 49' 00" EAST 855.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45° 49' 00" WEST 855.00 FEET AND SOUTH 43° 15' 00" WEST 1120.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO LAGUNA SALADA UNION SCHOOL DISTRICT, RECORDED SEPTEMBER 24, 1968, IN BOOK 5535 OFFICIAL RECORDS, PAGE 226.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE STREETS AND LOTS SHOWN ON THE MAP OF PARK PACIFICA ESTATES NO. 3, FILED OCTOBER 22, 1970, IN VOLUME 71 OF MAPS, PAGE 30, SAN MATEO COUNTY RECORDS.

APN: 022-320-180; JPN: 022-032-320-18

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant, subject to Landlord's prior written approval of any replacement description.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Site No: 413839
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A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY MONUMENT AT THE INTERSECTION OF YOSEMITE DRIVE AND HUMBOLDT COURT; SAID MONUMENT HAVING CALIFORNIA 3 STATE PLANE COORDINATES OF N:2041608.77, E:5991939.47; THENCE N 19°23'21" E A DISTANCE OF 719.57 FEET TO THE POINT OF BEGINNING; THENCE N 09°45'48" W A DISTANCE OF 43.16 FEET TO A POINT; THENCE N 80°14'12" E A DISTANCE OF 20.08 FEET TO A POINT; THENCE S 09°45'48" E A DISTANCE OF 43.16 FEET TO A POINT; THENCE S 80°14'12" W A DISTANCE OF 20.08 FEET TO THE POINT OF BEGINNING; CONTAINING 0.02 ACRES (866.7 SQ. FT.) MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

12' ACCESS & UTILITY EASEMENT:

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY MONUMENT AT THE INTERSECTION OF YOSEMITE DRIVE AND HUMBOLDT COURT; SAID MONUMENT HAVING CALIFORNIA 3 STATE PLANE COORDINATES OF N:2041608.77, E:5991939.47; THENCE N 19°23'21" E A DISTANCE OF 719.57 FEET TO A POINT; THENCE N 09°45'48" W A DISTANCE OF 37.16 FEET TO THE POINT OF BEGINNING OF AN EASEMENT 12 FEET IN WIDTH AND LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 80°14'12" W A DISTANCE OF 6.00 FEET TO A POINT; THENCE S 09°45'48" E A DISTANCE OF 116.06 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00, AN ARC LENGTH OF 19.31, AND HAVING A CHORD BEARING AND DISTANCE OF S 21°27'22" W, 18.57 FEET; THENCE S 45°53'56" W A DISTANCE OF 31.29 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 24.38, AN ARC LENGTH OF 15.67, AND HAVING A CHORD BEARING AND DISTANCE OF S 13°22'18" W, 15.40 FEET; THENCE S 05°00'29" E A DISTANCE OF 189.37 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 26.00, AN ARC LENGTH OF 8.13, AND HAVING A CHORD BEARING AND DISTANCE OF S 05°35'18" W, 8.10 FEET; THENCE S 12°54'16" W A DISTANCE OF 51.87 FEET TO A POINT; THENCE S 16°45'12" W A DISTANCE OF 247.58 FEET TO A POINT; THENCE S 16°45'12" W A DISTANCE OF 35.12 FEET TO A POINT; THENCE S 14°12'13" W A DISTANCE OF 29.16 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 22.48, AND HAVING A CHORD BEARING AND DISTANCE OF S 61°03'20" W, 20.43 FEET; THENCE N 79°55'37" W A DISTANCE OF 65.19 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF YOSEMITE DRIVE AND HUMBOLDT COURT AND THE POINT OF ENDING.

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5' UTILITY EASEMENT #1:

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY MONUMENT AT THE INTERSECTION OF YOSEMITE DRIVE AND HUMBOLDT COURT; SAID MONUMENT HAVING CALIFORNIA 3 STATE PLANE COORDINATES OF N:2041608.77, E:5991939.47; THENCE N 19°23'21" E A DISTANCE OF 719.57 FEET TO A POINT; THENCE N 09°45'48" W A DISTANCE OF 43.16 FEET TO A POINT; THENCE N 80°14'12" E A DISTANCE OF 20.08 FEET TO A POINT; THENCE S 09°45'48" E A DISTANCE OF 16.90 FEET TO THE POINT OF BEGINNING OF AN EASEMENT 5 FEET IN WIDTH AND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 53°47'52" E A DISTANCE OF 62.56 FEET TO THE POINT OF ENDING. CONTAINING 0.01 ACRES (312.8 SQ. FT.) MORE OR LESS.

5' UTILITY EASEMENT #2:

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY MONUMENT AT THE INTERSECTION OF YOSEMITE DRIVE AND HUMBOLDT COURT; SAID MONUMENT HAVING CALIFORNIA 3 STATE PLANE COORDINATES OF N:2041608.77, E:5991939.47; THENCE N 19°23'21" E A DISTANCE OF 719.57 FEET TO A POINT; THENCE N 09°45'48" W A DISTANCE OF 37.16 FEET TO THE POINT OF BEGINNING OF AN EASEMENT 12 FEET IN WIDTH AND LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 80°14'12" W A DISTANCE OF 6.00 FEET TO A POINT; THENCE S 09°45'48" E A DISTANCE OF 116.06 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00, AN ARC LENGTH OF 19.31, AND HAVING A CHORD BEARING AND DISTANCE OF S 21°27'22" W, 18.57 FEET; THENCE S 45°53'56" W A DISTANCE OF 31.29 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 24.38, AN ARC LENGTH OF 15.67, AND HAVING A CHORD BEARING AND DISTANCE OF S 13°22'18" W, 15.40 FEET; THENCE S 05°00'29" E A DISTANCE OF 189.37 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 26.00, AN ARC LENGTH OF 8.13, AND HAVING A CHORD BEARING AND DISTANCE OF S 05°35'18" W, 8.10 FEET; THENCE S 12°54'16" W A DISTANCE OF 51.87 FEET TO A POINT; THENCE S 16°45'12" W A DISTANCE OF 247.58 FEET TO THE POINT OF BEGINNING OF AN EASEMENT 5 FEET IN WIDTH AND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 72°13'11" W A DISTANCE OF 113.91 FEET TO A POINT; THENCE N 76°23'33" W A DISTANCE OF 48.72 FEET TO A POINT; THENCE S 13°36'27" W A DISTANCE OF 7.63 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF YOSEMITE DRIVE AND THE POINT OF ENDING. CONTAINING 0.02 ACRES (851.9 SQ. FT.) MORE OR LESS.

EXHIBIT B

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANDED LEASE AREA

Expanded Lease Area:

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY MONUMENT AT THE INTERSECTION OF YOSEMITE DRIVE AND HUMBOLDT COURT; SAID MONUMENT HAVING CALIFORNIA 3 STATE PLANE COORDINATES OF N:2041608.77, E:5991939.47; THENCE N 19°23'21" E A DISTANCE OF 719.57 FEET TO THE POINT OF BEGINNING; THENCE N 80°14'12" E A DISTANCE OF 20.08 FEET TO A POINT; THENCE S 09°45'48" E A DISTANCE OF 19.00 FEET TO A POINT; THENCE S 80°14'12" W A DISTANCE OF 20.08 FEET TO A POINT; THENCE N 09°45'48" W A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.01 ACRES (381.5 SQ. FT.) MORE OR LESS.

[END OF EXHIBIT B]

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Megan Bertino, Esq.
ATC Site No: 413839
ATC Site Name: SAN PEDRO VALLEY EAST CA
Assessor's Parcel No(s):

Prior Recorded Lease Reference:

Document No: 2012-007550
State of California
County of San Mateo

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Pacifica**, a municipal corporation, ("**Landlord**") and **GTE Mobilnet of California LP d/b/a Verizon Wireless**, a Delaware limited partnership ("**Tenant**").

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated December 12, 2011 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company

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Project No: 13638596 (MB)

("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2038. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, and subject to Landlord's prior written approval, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, First Amendments to this Memorandum and to the Lease.
5. **Expanded Lease Area.** The Landlord has granted to Tenant an Expanded Lease Area by approximately **three hundred eighty one and 58/100 (381.58)** square feet as depicted and/or described on **Exhibit B** attached hereto and by this reference made a part hereof.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn.: City Manager, 170 Santa Maria Avenue, Pacifica, CA 94004; to Tenant at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921 Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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Site Name: SAN PEDRO VALLEY EAST CA
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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Pacifica,
a municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

ALL CAPACITY ACKNOWLEDGMENT

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

State of California

County of _____

On _____, before me, _____, Notary Public, personally
(print name of notary)

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

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

WITNESS my hand and official seal.

Signature of officer

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

GTE Mobilnet of California LP d/b/a Verizon Wireless

a Delaware limited partnership

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARCEL ONE:

A PORTION OF THE LANDS OF CHALLENGE DEVELOPMENTS, INC., AS DESCRIBED IN PARCEL SEVEN OF THAT CERTAIN DEED FROM HIGGINS PROPERTIES, INC. TO CHALLENGE DEVELOPMENTS, INC., RECORDED MARCH 25, 1965 IN BOOK 4919 AT PAGE 469 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF "PARK PACIFICA NO. 2", SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 1, AS DESIGNATED ON THE MAP ENTITLED, "PARK PACIFICA NO. 2, PACIFICA, CALIFORNIA", RECORDED FEBRUARY 7, 1969 IN VOLUME 69 OF MAPS AT PAGES 1, 2, 3, 4 & 5, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; THENCE EASTERLY ALONG LAST SAID BOUNDARY LINE ALONG THE FOLLOWING COURSES:

NORTH 89° 07' 56" EAST 282.46 FEET; NORTH 82° 00' 00" EAST 309.94 FEET; SOUTH 88° 05' 18" EAST 81.72 FEET; SOUTH 81° 00' 00" EAST 315.00 FEET; SOUTH 74° 25' 33" EAST 85.64 FEET; SOUTH 65° 55' 38" EAST 48.65 FEET; SOUTH 68° 53' 40" EAST 58.16 FEET; SOUTH 71° 41' 07" EAST 56.28 FEET; SOUTH 75° 22' 04" EAST 55.79 FEET; SOUTH 76° 30' 00" EAST 350.00 FEET; SOUTH 76° 22' 30" EAST 48.53 FEET; SOUTH 69° 26' 18" EAST 91.93 FEET TO THE REAR COMMON CORNER OF LOTS 36 AND 37 IN SAID BLOCK 1, SAID POINT BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF THE LANDS OF THE CITY OF PACIFICA AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 31, 1969 IN VOLUME 5592 AT PAGE 614 OF OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE ALONG THE BOUNDARY OF SAID LANDS OF THE CITY OF PACIFICA SOUTH 35° 33' 54" WEST 878.74 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS OF THE CITY OF PACIFICA AS DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 17, 1965 IN VOLUME 4972 AT PAGE 522 OF OFFICIAL RECORDS OF SAN MATEO COUNTY; THENCE ALONG LAST SAID NORTHEASTERLY LINE NORTH 64° 20' 53" WEST 582.48 FEET; THENCE ALONG LAST SAID LINE AND ITS NORTHWESTERLY PROLONGATION NORTH 45° 49' 00" WEST 987.47 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A PORTION OF THE LANDS OF CHALLENGE DEVELOPMENTS, INC., AS DESCRIBED IN PARCEL SEVEN OF THAT CERTAIN DEED FROM HIGGINS PROPERTIES, INC. TO CHALLENGE DEVELOPMENTS, INC., RECORDED MARCH 25, 1965 IN BOOK 4919 AT PAGE 569 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF LAST SAID LANDS, SAID POINT BEING THE MOST EASTERLY CORNER OF LOT "D", BLOCK 6, AS DESIGNATED ON THE MAP ENTITLED, "PARK PACIFICA HIGHLANDS NO. 1, PACIFICA, CALIFORNIA", RECORDED OCTOBER 5, 1965 IN VOLUME 63 OF MAPS AT PAGES

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13, 14 AND 15, RECORDS OF SAN MATEO COUNTY; THENCE ALONG LAST SAID LINE SOUTH 45° 49' 00" EAST 855.00 FEET AND SOUTH 64° 20' 53" EAST 582.48 FEET TO THE TRUE POINT OF BEGINNING. THENCE CONTINUING ALONG LAST SAID LINE SOUTH 64° 20' 53" EAST 200.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SAN PEDRO RANCHO; THENCE ALONG LAST SAID LINE NORTH 57° 24' 15" EAST 1032.75 FEET; THENCE LEAVING LAST SAID LINE ALONG THE FOLLOWING COURSES:

NORTH 32° 35' 45" WEST 35.00 FEET, NORTH 67° 30' 00" WEST 563.30 FEET, SOUTH 35° 33' 54" WEST 878.74 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

BEGINNING AT A POINT DISTANT SOUTH 62° 04' 35" EAST 454.16 FEET FROM THE CENTERLINE INTERSECTION OF YOSEMITE DRIVE AND ODDSTAD BOULEVARD, AS DESIGNATED ON THE MAP ENTITLED, "PARK PACIFICA NO. 1, PACIFICA, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON SEPTEMBER 30, 1964 IN BOOK 60 OF MAPS AT PAGES 48, 49 AND 50; THENCE FROM SAID POINT OF BEGINNING SOUTH 54° 51' 00" EAST 360.00 FEET AND SOUTH 31° 06' 00" EAST 786 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF THE LANDS OF STERLING DEVELOPMENT COMPANY, AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN DEED FROM A. BERNARDI TO SAID COMPANY, DATED JANUARY 24, 1963 AND RECORDED JANUARY 30, 1963 IN BOOK 4381 OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 552 (56590-F); THENCE ALONG LAST SAID LINE NORTH 57° 59' 30" EAST 800 FEET MORE OR LESS TO THE POINT OF BEGINNING OF THE LANDS OF HIGGINS PROPERTIES, INC., AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN DEED FROM CAROL J. PAKAFSKI TO SAID PROPERTIES, DATED AUGUST 27, 1962 AND RECORDED SEPTEMBER 24, 1962 IN BOOK 4297 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 365 (15765-Y); THENCE ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS NORTH 57° 59' 30" EAST 722.06 FEET; THENCE LEAVING LAST SAID LINE NORTH 64° 20' 53" WEST 678 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT NORTH 43° 15' 00" EAST 1120.00 FEET AND SOUTH 45° 49' 00" EAST 855.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45° 49' 00" WEST 855.00 FEET AND SOUTH 43° 15' 00" WEST 1120.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO LAGUNA SALADA UNION SCHOOL DISTRICT, RECORDED SEPTEMBER 24, 1968, IN BOOK 5535 OFFICIAL RECORDS, PAGE 226.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE STREETS AND LOTS SHOWN ON THE MAP OF PARK PACIFICA ESTATES NO. 3, FILED OCTOBER 22, 1970, IN VOLUME 71 OF MAPS, PAGE 30, SAN MATEO COUNTY RECORDS.

APN: 022-320-180; JPN: 022-032-320-18

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

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Site Name: SAN PEDRO VALLEY EAST CA
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A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

12' ACCESS & UTILITY EASEMENT:

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Site Name: SAN PEDRO VALLEY EAST CA
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5' UTILITY EASEMENT #1:

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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5' UTILITY EASEMENT #2:

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY MONUMENT AT THE INTERSECTION OF YOSEMITE DRIVE AND HUMBOLDT COURT; SAID MONUMENT HAVING CALIFORNIA 3 STATE PLANE COORDINATES OF N:2041608.77, E:5991939.47; THENCE N 19°23'21" E A DISTANCE OF 719.57 FEET TO A POINT; THENCE N 09°45'48" W A DISTANCE OF 37.16 FEET TO THE POINT OF BEGINNING OF AN EASEMENT 12 FEET IN WIDTH AND LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 80°14'12" W A DISTANCE OF 6.00 FEET TO A POINT; THENCE S 09°45'48" E A DISTANCE OF 116.06 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00, AN ARC LENGTH OF 19.31, AND HAVING A CHORD BEARING AND DISTANCE OF S 21°27'22" W, 18.57 FEET; THENCE S 45°53'56" W A DISTANCE OF 31.29 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 24.38, AN ARC LENGTH OF 15.67, AND HAVING A CHORD BEARING AND DISTANCE OF S 13°22'18" W, 15.40 FEET; THENCE S 05°00'29" E A DISTANCE OF 189.37 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 26.00, AN ARC LENGTH OF 8.13, AND HAVING A CHORD BEARING AND DISTANCE OF S 05°35'18" W, 8.10 FEET; THENCE S 12°54'16" W A DISTANCE OF 51.87 FEET TO A POINT; THENCE S 16°45'12" W A DISTANCE OF 247.58 FEET TO THE POINT OF BEGINNING OF AN EASEMENT 5 FEET IN WIDTH AND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 72°13'11" W A DISTANCE OF 113.91 FEET TO A POINT; THENCE N 76°23'33" W A DISTANCE OF 48.72 FEET TO A POINT; THENCE S 13°36'27" W A DISTANCE OF 7.63 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF YOSEMITE DRIVE AND THE POINT OF ENDING. CONTAINING 0.02 ACRES (851.9 SQ. FT.) MORE OR LESS.

EXHIBIT B
Expanded Lease Area

This Exhibit B may be replaced at Tenant's option as described below.

A PORTION OF THE CITY OF PACIFICA TRACT LYING AND BEING SITUATED IN THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED "A REVERSION TO ACREAGE OF A PORTION OF TRACT NO. 732 FAIRWAY PARK NO. 2, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, IN VOLUME 46 OF MAPS AT PAGE 41, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SURVEY MONUMENT AT THE INTERSECTION OF YOSEMITE DRIVE AND HUMBOLDT COURT; SAID MONUMENT HAVING CALIFORNIA 3 STATE PLANE COORDINATES OF N:2041608.77, E:5991939.47; THENCE N 19°23'21" E A DISTANCE OF 719.57 FEET TO THE POINT OF BEGINNING; THENCE N 80°14'12" E A DISTANCE OF 20.08 FEET TO A POINT; THENCE S 09°45'48" E A DISTANCE OF 19.00 FEET TO A POINT; THENCE S 80°14'12" W A DISTANCE OF 20.08 FEET TO A POINT; THENCE N 09°45'48" W A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.01 ACRES (381.5 SQ. FT.) MORE OR LESS.

Site No: 413839
Site Name: SAN PEDRO VALLEY EAST CA
Project No: 13638596 (MB)