



SAN ANTONIO WATER COMPANY MEETING AGENDA

for ADMINISTRATIVE & FINANCE COMMITTEE

September 28, 2021 @ 3pm

By Virtual/Online or Teleconference Only

Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/196745469>

You can also dial in using your phone. United States: [+1 \(872\) 240-3412](tel:+18722403412) **Access Code: 196-745-469**

▪ Call to Order

1. Recognitions and Presentations:

2. Additions-Deletions to the Agenda:

3. Public Comments

This is the time for any shareholder or member of the public to address the committee members on any topic under the jurisdiction of the Company, which is on or not on the agenda. Please note, pursuant to the Brown Act the Committee is prohibited from taking actions on items not listed on the agenda. For any testimony, speakers are requested to keep their comments to no more than four (4) minutes, including the use of any visual aids, and to do so in a focused and orderly manner. Anyone wishing to speak is requested to voluntarily fill out and submit a speaker's form to the manager prior to speaking.

4. Approval of Committee Meeting Minutes

Regular Committee Minutes of July 27, 2021.

5. Administrative and Financial Issues:

A. Tracking Code Changes to Chart of Accounts

Review proposed tracking code changes to chart of accounts and provide recommendation

B. Board Gift

Provide direction for 2021 and budget submittal for 2022.

C. Sale of Cellular Lease

Review offer to purchase cellular tower lease @ 20th Street property

6. Closed Session: None

7. Committee Comments and Future Agenda Items:

- o This is the time for committee's comments and consideration on future agenda items relative to the interests and business of the company and its shareholders.

8. Adjournment:

The next regular Administration and Finance Committee meeting will be held on November 23, 2021 at 3:00pm

NOTE: All agenda report items and back-up materials are available for review and/or acquisition from the Company Office (139 N. Euclid Avenue, Upland, CA.) during regular office hours, Monday through Thursday [7:00 – 11:30 and 12:30 – 5:00] and alternating Fridays [7:00 – 11:30 and 12:30 – 4:00]. The agenda is also available for review and copying at the Upland Public Library located at 450 N. Euclid Avenue.

POSTING STATEMENT: On September 23, 2021, a true and correct copy of this agenda was posted at the entry of the Water Company's office (139 N. Euclid Avenue) and on the Water Company's website.

SAN ANTONIO WATER COMPANY
ADMINISTRATION and FINANCE COMMITTEE (AFC)
MINUTES
July 27, 2021

An open meeting of the Administration and Finance Committee (AFC) of the San Antonio Water Company (SAWCo) was held virtually and called to order at 3:00 p.m. on the above date as noticed. Committee Members present were Bob Cable, Bill Velto, and Tom Thomas. Also in attendance were, SAWCo's General Manager Brian Lee, Assistant General Manager Teri Layton, and Senior Administrative Specialist Kelly Mitchell.

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: None.
3. Public Comments: None.
4. Approval of Committee Meeting Minutes: Director Thomas moved and Director Velto seconded to approve the meeting minutes of May 25, 2021. Motion carried unanimously.
5. Administrative and Financial Issues:
 - A. ***Water Stock Transfer Policy*** – Mr. Lee reported staff is requesting to clarify that the notarized signature of the shareholders is required for water stock transfers. Requiring notarized signatures is a long-standing practice that is noted in the stock transfer instructions and on new water stock certificates however is not specified in the current policy. Staff would like to have the policy reflect this practice.

Director Thomas moved and Director Velto seconded to recommend the Board ratify and approve the revised water stock transfer policy to include the long-standing practice of requiring notarized signatures. Motion carried unanimously.

- B. ***Update to Records Retention Guide*** – Mr. Lee advised the current records retention schedule was developed in 2010 and is based on filing system requirements that are no longer administered. Staff has condensed the records retention schedule to those items that are generally used in company business and separated the listing based on job functions for ease of usability and now ask the AFC to recommend the Board approve the revised records retention schedule.

Director Velto moved and Director Thomas seconded to recommend the Board approve the proposed updates to the Records Retention Guide. Motion carried unanimously.

- C. ***Update to Records Management Policy*** – Mr. Lee explained this policy is more of an internal document on how staff handles company records and is being updated like the retention guide as the previous requirements are no longer administered.

Director Velto moved and Director Thomas seconded to recommend the Board approve the proposed update to the Records Management Policy. Motion carried unanimously.

- D. ***Employee Scott Weiland's 45th Employment Anniversary*** – Mr. Lee informed the Committee that shortly, Scott Weiland will reach his 45th anniversary of employment with the SAWCo. Staff is requesting the Committee recommend the Board approve acknowledging Mr. Weiland with \$450 extra in his paycheck, a day off coupon, luncheon,

and another form of acknowledgment to be determined with a not-to-exceed amount of \$825.

Director Thomas moved and Director Velto seconded to recommend the Board acknowledge employee Scott Weiland by providing \$450 extra in his paycheck, a day off coupon, luncheon, and other form of acknowledgment not to exceed \$825 in gifts. Motion carried unanimously.

E. COVID Response – Mr. Lee stated staff is tracking the State of California and San Bernardino County directives for businesses regarding COVID and the Delta variant. Currently there are no changes.

6. Closed Session: None.

7. Committee Comments and Future Agenda Items: None.

8. Adjournment: Seeing no further business, the meeting was adjourned at 3:13 p.m.

Assistant Secretary
Brian Lee

Item Title: Tracking Code Changes to Chart of Accounts

Purpose: To update and revise the Company's tracking codes for the Chart of Accounts

Issue:

Does Advisory Committee agree with the changes and update to the tracking codes for the Company's Chart of Accounts?

Manager's Recommendation:

That Advisory Committee recommends the Board review and approve the revised tracking codes for the Chart of Accounts (COA).

Background:

A COA is an organizational tool that provides a digestible breakdown of all the financial transactions that a company conducted during a specific accounting period, broken down into subcategories. It is important to consider any changes as it affects the years for comparison and budgeting purposes. The last change was done in the 90's. The old general manager wanted tracking by facility, materials, contract services and labor. This created an extensive chart of accounts. Since this change, staff has never had the need to breakdown this level of detail for management. The current set up requires an extensive COA.

An example of the current set up is attached. The simpler tracking will allow staff to utilize a lot smaller COA when it comes to timecard keeping, saving staff and company time. Staff does not expect the change to affect the financial reports or hinder budgeting or financial comparisons.

Impact on the Budget:

None.

Previous Actions:

Chart of Accounts

Tracking Codes

Following is the current list of tracking codes along with the proposed list of tracking codes:

EXAMPLE:

Old: 10-01-CS-50100-00000

New: 10-00-00-50100-00000

Current Code

Proposed Code

LB = Labor

LB = Labor

CS = Contract Services

MT = Materials

UT = Utilities

GN = General

GN = General

OP = Operations

OP = Operations

00 = Undesignated

00 = Undesignated

10: Fund

01: Facility # [not carrying to new chart of accounts – utilize 00]

CS: Tracking Code [see above new codes]

50100: General Ledger # [no change anticipated]

00000: Project # [no change anticipated]

Agenda Item No. 5B

Item Title: Board Gift

Purpose:

Consider an annual end-of-year monetary gift for employees in recognition for their services to the Company.

Issue:

In past years the Board has presented a monetary gift to employees at the end of year celebratory luncheon.

Manager's Recommendation:

Discuss this year's Board gift and budgetary figure for 2022.

Background:

In past years the Board has given an end-of-year gift to Company employees as a monetary 'thank-you' for service to the Company. Board gifts from 2007 to 2019 has been \$1,250 for each employee. Last year the Board increased the Board gift to \$1,500 for each employee and prorated for any employee that had not yet completed a year's service and current part time employees.

In the past, it has been the pleasure of the Board to hand out the gifts to its employees at the end of the year luncheon. This year, COVID allowing, our luncheon will be held at Garden Eden Fusion Grill on Thursday, December 2, 2021.

Previous Action:

At a special meeting on November 13, 2019 the AFC made a recommendation to the full Board to authorize the end of year gift @ \$1,250 per employee and prorated for part-time employees. It was also discussed to bring this item up earlier for consideration for budget and any change.

On September 20, 2020 the AFC voted to recommend increasing the end of year gift to \$1,500.

Impact on Budget:

Approximately \$13,000

Item Title: Offer to Purchase Cell Tower Lease at 20th Street

Purpose:

Consider an offer to purchase the Cell Tower Lease at the Company’s 20th Street Property.

Issue:

The Company has been approached by Unison with an offer to purchase the cell tower lease.

Manager’s Recommendation:

Respectfully decline Unison’s offer.

Background:

Staff was recently contacted regarding the possible purchase of our current lease agreement with Verizon Wireless. The cell site in question is located at our 20th street property. The terms of our lease provide for a constant revenue stream that will total \$747,264 at the end of the 25-year lease, assuming SMSA Partnership does not terminate the lease earlier. Alternatively, the revenue stream could continue well past the current 25-year lease.

Unison has offered to purchase the lease, with a 10-year extension. The final price would be dependent on lump-sum or five-year payment plan. The purchase price offer is about 50% of the eventual total revenue under our current lease, excluding the 10 -year extension.

Table 1: Current Lease Cash Flow Projections

	Year 1-5	Year 6-10	Year 11-15	Yea 16-20	Year 21-25	Year 26-30	Year 31-35	
per year	\$ 24,480	\$ 26,928	\$ 29,621	\$ 32,583	\$ 35,841	\$ 39,425	\$ 43,368	
total	\$ 122,400	\$ 134,640	\$ 148,104	\$ 162,914	\$ 179,206	\$ 197,126	\$ 216,839	
	TOTAL				\$ 747,264	TOTAL		\$1,161,230

Reasons for considering the purchase include:

- Sale proceeds could be invested for a potential higher rate of return.
- Risk of default or early termination is eliminated.
- Potential 50-50 cost-sharing of future subleases.

Staff is recommending against selling the lease for the following reasons:

- Company does not have an immediate need for the money.
- Risk of lease-loss is minimal.
- No subleases have materialized in the five years since the site was first constructed, reducing the likelihood of future subleases.

Agenda Date: September 28, 2021

Previous Action:

On August 31, 201 the Company executed a long-term lease with Verizon Wireless affiliated SMSA Partnership. Lease is attached.

Impact on Budget:

TBD



Sep 20, 2021

Terms of Agreement

Seller: San Antonio Water District
Site Address: 495 E 20th Street Upland, California 91784
Site #: 550028

<u>PURCHASE OPTIONS</u>			Tenant/Carrier	Monthly Rent	Escalation Rate	
(Please initial to initiate choice)			Operator-Verizon Wireless	\$2,244.00	10.00% Term	
Options	Purchase Price	Term	Payout Type	Payout Detailing	Revenue Share	Initial
A	\$376,992.00	35 years	Lump-sum	Paid at close	50%	_____
B	\$414,646.25	35 years	5 equal payments over 48 months, first at close	Installment	50%	_____

Revenue Share: Upside referring to revenue in excess of the current rental stream, with escalations, applied over the direction of the easement term, from new tenants in additional 200 sq ft space.

Terms: This letter outlines the general business terms agreed by Purchaser and Seller for the conveyance of a wireless communications easement and assignment of wireless leases and rents for the stated term. Upon the execution of this agreement, the parties shall proceed in good faith to negotiate a mutually acceptable wireless easement agreement and proceed to Purchaser's due diligence and closing.

The purchase price shall be the gross purchase price from which will be netted:

- Prorated rent for the remainder of the month of closing plus the next two months (Seller shall receive and deposit those two monthly rent checks after closing)
- Transfer taxes (if any)

Easement Term: (See above); Abandonment period of 5 years surrendered after that duration if site becomes vacant.

Easement Area: Approximately 900 sf of ground space comprising the existing leased areas, an additional 200sf, together with access and utilities easements serving the tower site.

Due Diligence: Closing is subject to Purchaser's receipt and evaluation of the document checklist items, completion of due diligence, and final underwriting approval. Seller agrees to cooperate fully with Purchaser in connection with its evaluation of this transaction. If there is a mortgage or lien on the property, Seller agrees to obtain a non-disturbance agreement ("NDA") from the lender or lienholder. If the NDA cannot be obtained, Seller may request a risk assessment to determine whether Purchaser will close without the NDA. Purchaser will endeavor to close this transaction within 60 days of its receipt of the checklist items.

Confidentiality: Seller agrees not to disclose any of the terms of this agreement to any third parties without Purchaser's prior written consent. Prior to closing, Seller shall not (a) negotiate, solicit, or entertain any offers to sell or assign any interest in the wireless leases or premises with any other party; or (b) modify, amend, extend, renew, or terminate the wireless leases.

This agreement between Purchaser and Seller, and their respective affiliates, successors, and assigns, may be executed in any number of scanned or photographic counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same instrument. Seller acknowledges that Purchaser's commitment to expend time, effort, and expense to evaluate this transaction are good, valuable, and sufficient consideration for the covenants herein.

Purchaser:
Unison Management, LLC

By: _____
Name: Harrison Theros
Title: Authorized Signatory
Date: _____, 2021

Seller:
San Antonio Water District

By: _____
Name:
Title:
Date: _____, 2021

Document Checklist

1. The following information is required for closing:
- Full copies of each wireless lease, including any addenda, amendments, site plans, notices, and correspondence
 - Copies of the last three months' rent checks (or the last annual check, if paid annually)
 - Copy of deed
 - Copy of current tax bill for property
 - Phase I and II environmental reports (if applicable)
 - Proof of Seller's existence and authority, as applicable: articles of incorporation and bylaws; articles of organization and operating agreement; partnership agreement; trust agreement; death certificate, divorce decree, and probate documents

2. Mortgage: Yes No

Bank: _____
Mortgage Amount: _____

Lender Contact: _____
Lender Phone: _____
Lender Email: _____

RECEIVED

SEP 18 2015

San Antonio Water Company

LAND LEASE AGREEMENT

This Agreement, made this 31 day of Aug., 2015 between San Antonio Water Company, a corporation with its principal offices located at 139 N Euclid Avenue, Upland, CA 91786, hereinafter designated LESSOR and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at East 20th Street, Upland, California 91784, and being described as (i) a 30' by 30' parcel containing approximately 900 square feet (the "Land Space") and (ii) an easement across the Property as shown on Exhibit "A" for the installation and maintenance of irrigation lines and water pipes to connect LESSEE's irrigation system to the existing irrigation system of the other tenant on the Property (Tolle Azalea & Rose Co.) ["Irrigation Easement Area"], together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, East 20th Street, to the Land Space, and for the installation of landscaping and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space; LESSOR also grants to LESSEE an aerial easement beyond the Land Space and above those portions of the Property over which the antennas, related appurtenances, and branches of LESSEE's proposed monopalm or similar structure may extend (the "Aerial Space"), said Land Space, Irrigation Easement Area, Aerial Space and Rights of Way (hereinafter collectively referred to as the "Premises") and are substantially as described in Exhibit "A" attached hereto and made a part hereof. The Property is further described in Exhibit "B" attached hereto and made a part hereof.

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

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

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and

be due at a total annual rental of Twenty-Four Thousand Four Hundred Eighty and 00/100 Dollars (\$24,480.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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

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

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary

herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

Notwithstanding, anything that may be stated elsewhere in this paragraph 3 (b) with respect to LESSOR's obligation to establish its ownership of the Property shall be limited to providing a copy of a recorded deed and a current property tax bill, and if Lessee desires at its own expense, it can obtain a preliminary title report from a title company to satisfy itself as to Lessor's ownership of the property.

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

5. EXTENSION RENTALS. The annual rental for each Extension Term will be increased by ten percent (10%), in year one of each applicable Extension Terms over the annual rental paid during the previous five (5) year term.

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

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

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

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

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury

or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

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

12. INTENTIONALLY OMITTED

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The

Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

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

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

17. RIGHT UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and

maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

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

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

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

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No

change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: San Antonio Water Company
Attn: General Manager
139 N Euclid Avenue
Upland, CA 91786

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

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

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

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the

Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

27. DEFAULT.

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

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's

ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

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

29. ENVIRONMENTAL.

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

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

compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

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

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

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and

shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

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

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

36. LANDSCAPING. LESSOR and LESSEE acknowledge and agree that LESSEE shall be permitted to install around the perimeter of the Premises the landscaping ("Landscaping") described and depicted on Exhibit "A." LESSOR and LESSEE agree that LESSEE shall be responsible for installing the Landscaping as required by the Governmental Approvals. LESSOR agrees to allow LESSEE to connect such irrigation system to LESSOR's existing water supply as necessary to maintain the Landscaping. LESSEE shall obtain a one year warranty from the landscape contractor covering the palm trees to be planted in conjunction with the Landscaping. Once installed, LESSOR and LESSEE acknowledge and agree that LESSOR shall be responsible for watering and maintaining (including the replacement thereof as may be required by the Governmental Approvals) the Landscaping for the period required pursuant to the Governmental Approvals at no additional cost to LESSEE. Notwithstanding the foregoing, if LESSOR fails to water or maintain the Landscaping or fails to replace any Landscaping as may be required by the Governmental Approvals within ten (10) days after notice from LESSEE, LESSEE may, but shall not be obligated to, perform such maintenance or make such replacements, and the cost thereof shall be payable to LESSEE by LESSOR on demand. If LESSOR does not make payment to LESSEE within thirty (30) days after such demand, LESSEE shall have the right to deduct the reasonable costs of the maintenance and replacement from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

2015 12 Contractor went with City of Upland water not SAWCO - make contract

[Signatures on next page]

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

LESSOR:

San Antonio Water Company

By: Tom Thomas

Name: TOM THOMAS

Its: PRESIDENT

Date: 7-9-15

LESSEE:

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

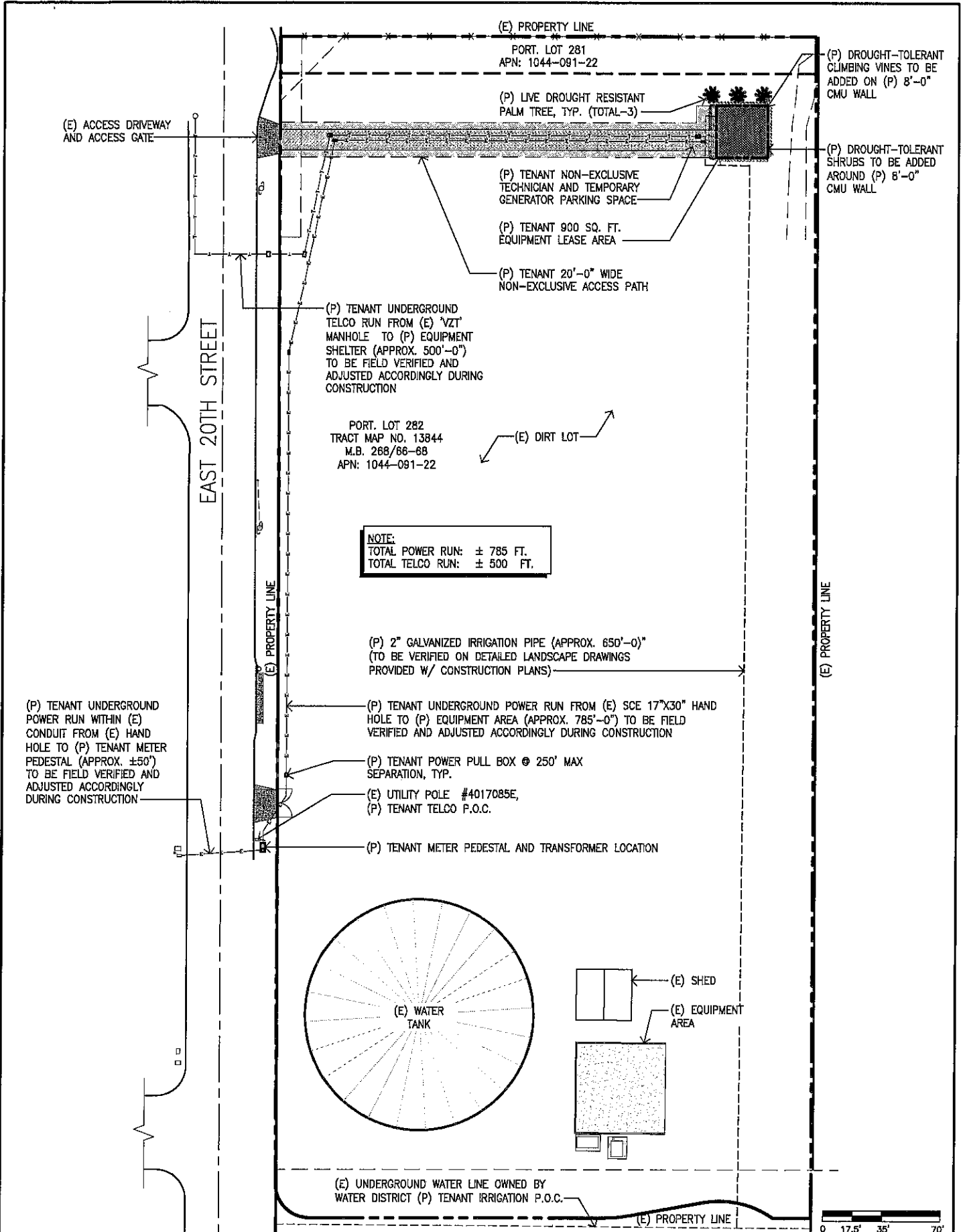
By: Air Touch Cellular

Its: General Partner

By: Edward [Signature]
~~Harold W. Navarre~~ Edward Diaz

Its: Executive Director - Network

Date: 8/31/15



LEASE EXHIBIT - WINSTON

APN# 1044-091-22 (NO ADDRESS GIVEN)
UPLAND, CA 91784

SCALE: 1"=70'-0"
DATE: 05/14/15

Exhibit "B"
(Legal Description of the Property)

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

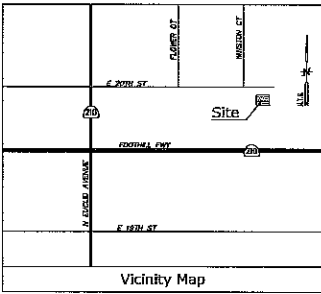
Parcel A of Lot Line Adjustment No. LA-04-03, recorded February 6, 2006 as Instrument No. 2006-0084615 of Official Records, being more particularly described as follows:

A portion of Lot 282 of Map of Ontario, also known as Ontario Colony Lands, in the City of Upland, County of San Bernardino, State of California, as per Map recorded in Book 11, Page 6 of Maps, in the office of the County Recorder of San Bernardino County, together with a portion of the West 21.48 feet of Lot 281 of Map of Ontario, as per Map recorded in Book 11, Page 6 of Maps, in the office of the County Recorder of said County described as follows:

Beginning at a point which is 33.00 feet Southerly of the centerline of 20th Street, shown as North 89° 59' 00" West, and 21.48 feet Easterly of the East line of Lot 282;
Thence South 00° 00' 57" West a distance of 313.86 feet to a point on the Northerly line of the land conveyed to the State of California by Final Order of Condemnation recorded May 14, 2002 as Instrument No. 2002-0247066 of Official Records; said line which is parallel and 313.86 feet Southerly from the Southerly right-of-way line of 20th Street;
Thence North 89° 59' 00" West along said line a distance of 685.62 feet to a point which is parallel with and 32.00 feet Easterly of the Westerly line of said Lot 282;
Thence North 00° 00' 44" East a distance of 22.03 feet to the beginning of a non-tangent curve, concave Northwesterly, with a radial bearing of North 54° 44' 11" West;
Thence along said curve 42.65 feet, with a radius of 54.00 feet through a angle of 45° 15' 05";
Thence to a tangent bearing North 09° 59' 16" West a distance of 43.73 feet to the beginning of a tangent curve, concave Easterly; Thence along said curve 17.10 feet, with a radius of 98.00 feet through an angle of 10° 00' 00";
Thence North 00° 00' 44" East, parallel with and 32.00 feet Easterly of the West line of said Lot 282, a distance of 171.20 feet to the beginning of a tangent curve concave Southeasterly;
Thence along said curve, 31.36 feet, with a radius of 20.00 feet through an angle of 89° 50' 39" to a point on a line located parallel and distant 33.00 feet Southerly from the centerline of said 20th Street;
Thence South 89° 59' 00" East along said parallel line a distance of 665.69 feet to the point of beginning.

Assessor's Parcel Number: 1044-091-22

Exhibit "C"
(Survey – See Attached)



Title Report

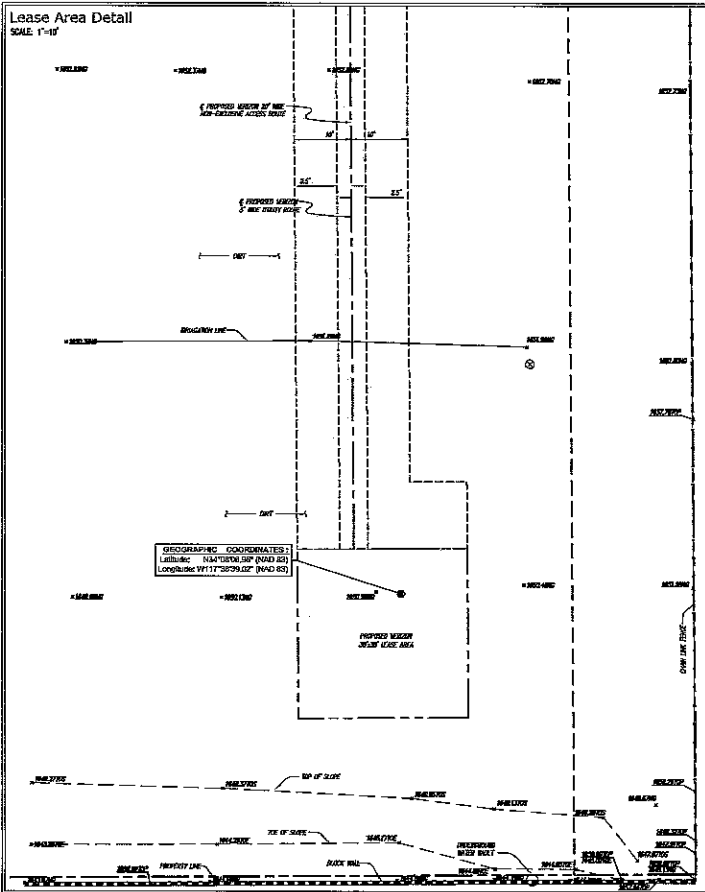
PORTLAND AND COMMERCIAL LAND TITLE CO.
ORDER AND RECORDING
DATED: DECEMBER 16, 2013

Legal Description

ALL THAT CERTAIN REAL PROPERTY situated in the County of SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: PART OF A LOT 284 OF THE CALIFORNIA AND COMMERCE RAILROAD COMPANY, COMMENCED FEBRUARY 4, 1882 AS RECORDED IN THE 2006-08664 OF ORIGINAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF LOT 284 OF SAID RAILROAD COMPANY, ALSO KNOWN AS PART OF CALIFORNIA RAILROAD, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 6 OF SAID MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH A PORTION OF THE WEST 2100 FEET OF THE EAST 1/2 SECTION 34, T41N, R18E, S20E, AS PER MAP RECORDED IN BOOK 11, PAGE 6 OF SAID MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

Beginning at a point which is 2200 FEET NORTHEASTLY OF THE CENTERLINE OF SAID RAILROAD, SHOW AS MARKED BY AN IRON NAIL AND IS AN IRON NAIL SET BY THE SURVEYOR OF THE EAST LINE OF LOT 284, BEING 2200 FEET BY AN ANGLE OF 90 DEGREES TO THE RIGHT TO A POINT ON THE NORTHERLY LINE OF THE LAND CONCEDED TO THE STATE OF CALIFORNIA BY PAUL CRISTY OF COMMERCIAL RECORDS MAP 13844, SHOW AS MARKED BY AN IRON NAIL, BEING A PORTION OF ORIGINAL RECORDS, SAID LINE BEING AS PARALLEL AND 33.00 FEET DISTANT FROM THE CENTERLINE NORTH-57-00' WEST LINE OF SAID STREET, BEING NORTH 60° 07' 00" WEST ALONG SAID LINE A DISTANCE OF 160.00 FEET TO A POINT MARKED BY IRON NAIL AND 22.00 FEET DISTANT OF THE NORTHERLY LINE OF SAID LOT 284, BEING NORTH 60° 07' 00" WEST A DISTANCE OF 22.00 FEET TO THE BEGINNING OF A NON-CURVED CURVE, CURVE BEING INFLUENCED BY A POINT MARKED BY IRON NAIL AND 32.00 FEET EAST OF SAID POINT, WITH A RADIUS OF 54.00 FEET, THROUGH A POINT MARKED BY IRON NAIL AND 11.00 FEET NORTH ALONG SAID CURVE, SAID CURVE BEING WITH AN ANGLE OF 90° 00' 00" WEST TO THE BEGINNING OF A TANGENT CURVE, CURVE BEING INFLUENCED BY A POINT MARKED BY IRON NAIL AND 11.00 FEET WEST OF SAID POINT, WITH A RADIUS OF 30.00 FEET, THROUGH A POINT MARKED BY IRON NAIL AND 22.00 FEET WEST OF SAID POINT, WITH AN ANGLE OF 90° 00' 00" WEST TO THE BEGINNING OF THE WEST LINE OF SAID LOT 284, BEING NORTH 60° 07' 00" WEST ALONG SAID LINE A DISTANCE OF 160.00 FEET TO A POINT ON A LINE LOCATED PARALLEL AND SOUTH 33.00 FEET DISTANT FROM THE CENTERLINE OF SAID RAILROAD, BEING MARKED BY AN IRON NAIL. ALSO: SAN PARALLEL, USE A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel No. 944-001-02



Easements

- EASEMENT TO SANDRA POWERS CO. RECORDED AGAIN 4, 1987 IN BOOK 011, PAGE 287 OF DEEDS. (DOES NOT APPLY)
- EASEMENT FOR UTILITIES RECORDED NOVEMBER 21, 1934 IN BOOK 1947, PAGE 116, S.B. (DOES NOT APPLY)
- EASEMENT FOR UNDERPASS AND CONTIGUOUS EASEMENT RECORDED JANUARY 4, 1982 IN BOOK 1324, PAGE 362 AND JANUARY 09, 1928 IN BOOK 1326, PAGE 123, BOOK 018. (EASEMENT LOCATED BEYOND RECORD)
- EASEMENT TO THE CITY OF UPLAND FOR WATER LINES RECORDED APRIL 22, 1982 IN BOOK 1048, PAGE 614, S.B. (PLATTED HEREIN)
- EASEMENT TO THE CITY OF UPLAND FOR WATER LINES RECORDED APRIL 22, 1982 IN BOOK 1048, PAGE 614, S.B. (PLATTED HEREIN)
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Access Route/Lease Area/Utility Route AS SHOWN.

Geographic Coordinates at Proposed Monopine

2100 EAST 20TH STREET, 34° OF SOUTH, LONGITUDE EST. 26.520°W
ELEVATION = 1945.0 FEET ABOVE MEAN SEA LEVEL

CONTOURS: THE LEVELS AND LOWEST POINT ABOVE ARE ACCORDING TO STATION 4+/- IS FEET HORIZONTALLY AND THAT THE ELEVATIONS SHOWN ABOVE ARE ACCORDING TO WITHIN 4+/- 3 FEET VERTICALLY. THE HORIZONTAL AND VERTICAL COORDINATES ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 AND IS EXPRESSED IN METERS (3 DECIMAL PLACES) AND DECIMALS (3) TO THE NEAREST HUNDREDTH OF A METER. THE VERTICAL DATUM ESTABLISHED IS IN TERMS OF THE MEAN HIGHEST HIGH WATER OF THE PACIFIC OCEAN AND IS DETERMINED TO BE THE NEAREST TIDE GAUGE.

Basis of Bearings

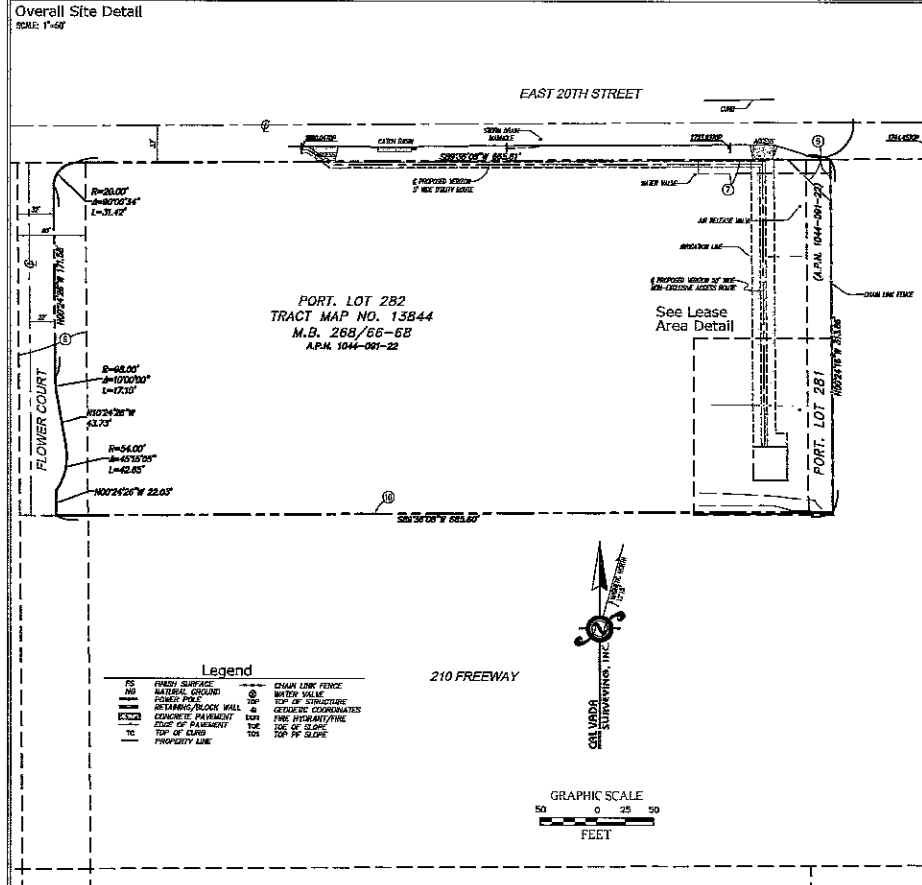
THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA STATE 5.

Bench Mark

THE CALIFORNIA STATE REFERENCE CENTER CAMEL "210P", ELEVATION = 1312.0 FEET (BENCH MARK)

Date of Survey


DECEMBER 12, 2013



REV	DATE/BY	DESCRIPTION
	12/16/13	ISSUE
1	1/15/14	SUBMITAL
2	1/27/14	TITLE REPORT / FINAL
3	3/24/14	SITE ADDRESS
4	5/23/14	CLIENT'S COMMENTS
	8/27/14	CHECKED
	8/27/14	CLIENT'S COMMENTS


ENGINEER / CONSULTANT

CALVADA SURVEYING, INC.
411 Arden Ct., Suite 205, Corona, CA 92630
951-260-4010 Fax 951-260-5960
www.calvada.net



L.S. TROS
Exp. 12/31/15
2018 NO. 53761

SITE BUILDER



15535 SAND CANYON AVENUE
SUITE 201, FREEMANTLE
IRVINE, CALIFORNIA 92618
949.266.7000

AREA DEVELOPMENT

AREA SERVICES

2748 Saddle Street
Irvine, California 92615
(714) 954-6146
www.csl.com

DEVELOPMENT SERVICES

2748 Saddle Street
Irvine, California 92615
(714) 954-6146
www.csl.com

SITE NAME:

WINSTON

SITE ADDRESS:
A.P.N. 1044-091-22
(NO ADDRESS GIVEN),
UPLAND, CA 91754
SAN BERNARDINO COUNTY

SHEET TITLE

TOPOGRAPHIC SURVEY

DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
GBM	RG	12/16/13

SHEET NUMBER

C-1

SHEET 1 OF 1