

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as Lessor under that certain Lease Agreement (Master Lease) entered into with

THE LODGE AT TORREY PINES PARTNERSHIP

(LESSEE), as amended, and filed in the Office of the City Clerk as Document No. 00-18172, hereby consents to that certain Sublease Agreement (Sublease) dated October 1, 2002, attached hereto, between the above LESSEE (SUBLESSOR) and

SPRINT PCS ASSETS, LLC

(SUBLESSEE). The Sublease shall be subordinate to the Master Lease in all respects. CITY is merely approving SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the Sublease or sublet the premises or any part thereof without the prior written consent of CITY. An assignment by operation of law shall automatically terminate the Sublease.

HOLD HARMLESS: SUBLESSEE shall assume the defense of, indemnify and hold harmless CITY, its elected officials, officers, employees, agents, and representatives from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUBLESSEE, its agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, or employees.

INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be \$2 million combined single limit liability. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego," its elected officials, officers, employees, agents, and representatives as additional insureds. Said policy shall specify that the policy may not be terminated, altered, or canceled without 30 days prior written notice to CITY by the insurance company.

LEGAL PROCEEDINGS: Should it become necessary for CITY to commence legal proceedings against SUBLESSEE to collect rent, to recover possession or enforce any other provision of this consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

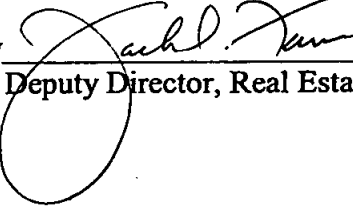
RENT: SUBLESSOR shall pay rent to CITY of fifty percent (50%) of all revenues actually received as a result of the Sublease. The rent shall be paid to CITY monthly in arrears along with SUBLESSOR'S monthly rental payments under the Master Lease and be subject to audit by CITY.

PERMIT APPROVALS: This consent of CITY does not constitute the approval or permit required for a telecommunications installation, and CITY reserves all of its rights as the permitting authority to review, accept, or reject the project as a telecommunications installation.

This consent shall be effective upon execution by the City Manager or his designee.

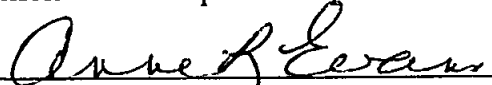
THE CITY OF SAN DIEGO

Date 1/12/04

By 
Deputy Director, Real Estate Assets Department

THE LODGE AT TORREY PINES
PARTNERSHIP,
a California limited partnership

Date 5.6.03

By 
Title Managing General Partner

SPRINT PCS ASSETS, LLC,
a Delaware limited liability company

Date 4/19/03

By 
Title LAWRENCE DOHERTY
Director, Site Development

BUILDING LEASE AGREEMENT

This BUILDING LEASE AGREEMENT ("Lease") is effective this first day of October, 2002, by and between The Lodge at Torrey Pines Partnership, a California Limited Partnership ("LESSOR"), and Sprint PCS Assets, L.L.C., a Delaware limited liability company ("LESSEE").

Recitals

LESSOR has a leasehold interest in certain real property commonly known as 11480 North Torrey Pines Road, La Jolla, California ("LESSOR's Property"); and LESSEE desires to lease a portion of LESSOR's Property, together with a right of access and a right to install utilities ("Premises").

NOW, THEREFORE, in consideration of the above and the mutual obligations and agreements contained below, the parties agree as follows:

1. The Premises

A. LESSOR's Property and leasehold interest is described on Attachment 1.

B. The Premises are on, about, or within a building on LESSOR's Property (the "Building"), and consist of ground space of approximately Two Hundred (200) square feet together with such additional rooftop, ground or building space as is reasonably necessary to accommodate utility cables and conduits for the connection of LESSEE's equipment and antennas as delineated on the plans to be prepared at the sole cost of LESSEE. Those plans shall be attached hereto as Attachment 2 and once approved and initialed by LESSOR, such approval not to be unreasonably withheld, shall control to describe the Premises.

2. Lease And Irrevocable Right

LESSOR hereby leases the Premises to LESSEE and grants to LESSEE a right (during the initial term and any extensions thereof) of access to the Premises (seven [7] days a week, twenty-four [24] hours a day) and the right to install and maintain utility cables, conduits and pipes from the Premises to the nearest appropriate utility connection, pending approval by LESSOR. If required during the term of the Lease, LESSEE shall have the right to install at its sole cost and expense and in accordance with applicable laws, a temporary power source (including a generator) on the Premises or at an appropriate location on LESSOR's Property reasonably acceptable to LESSOR. LESSEE shall have the right to park its vehicles in the designated commercial parking area on LESSOR's Property when LESSEE is servicing its communications facility. LESSEE agrees to provide reasonable notice to LESSOR for normal maintenance visits and to sign in/sign out with the security office. LESSEE agrees to use its best efforts not to disturb the hotel guests.

3. Use Of The Property

A. LESSEE may use the Premises to construct, maintain, secure and operate a communications facility, including required antennas (as the same may be modified, added to and/or substituted from time to time) and antenna support structures, and for any incidental other use. LESSEE may use the existing conduits located underneath the slab of the parking structure on LESSOR's Property so long as LESSEE pays LESSOR a sum equal to \$5,000 for each such conduit used by LESSEE. LESSOR shall have the right to approve material modifications to the Premises; provided that, such approval shall not be unreasonably withheld. Each such antenna and/or antenna support structure shall be configured as designed by LESSEE from time to time, provided that LESSEE obtains, pursuant to Section 3.B. below, all permits and approvals required by applicable jurisdictions relative to any such desired configuration. LESSOR shall have the right to request and, upon request, LESSEE agrees to provide, a sound attenuation roof if LESSOR in good faith finds that noise from or the visual aesthetic of the Premises interferes with LESSOR's operation of the hotel. Improvement of the Premises to meet LESSEE's needs shall be at LESSEE's sole expense, and LESSEE shall maintain the Premises throughout the term in a reasonable condition.

B. LESSEE's ability to use the Premises is dependent upon LESSEE obtaining all of the certificates, permits and other approvals which may be required from any federal, state or local authority and/or any easements which LESSEE determines are required from any third parties. LESSOR shall cooperate with LESSEE from time to time, but at no expense to LESSOR, in its efforts to obtain such approvals and/or easements as may be required for the Premises as initially configured or as subsequently modified, and LESSOR shall take no action which will adversely affect the status of the Premises with respect to LESSEE's proposed uses. If any application by LESSEE for any such approval is finally denied or rejected, or if any such certificate, permit, license approval and/or easement is canceled, expires, lapses or is otherwise withdrawn or terminated, LESSEE shall have the right to immediately terminate this Lease.

C. Should LESSOR receive any request or requests to locate any wireless communications transmitting/receiving equipment on LESSOR's Property from any third party which is in the business of wireless communications ("Carrier"), LESSOR agrees to require the Carrier to coordinate with LESSEE to avoid interfering with LESSEE's use of the Premises. Furthermore, LESSEE agrees not to interfere with any existing carriers on the LESSOR's Property.

D. LESSEE agrees to use commercially reasonable best efforts to provide the LESSOR's Property adequate cellular coverage, including but not limited to, the splitting of LESSEE's antenna sector in order to provide additional cellular coverage and/or service to LESSOR's Property.

E. LESSEE agrees not to interfere with existing communication facilities and/or the normal operation of the hotel, which operates in the luxury market segment.

4. Term And Rent

A. This Lease shall be for an initial term of five (5) years (the "Initial Term") beginning on the date ("Commencement Date") which is the earliest to occur of (i) LESSOR's receipt of notice from LESSEE, (ii) LESSEE's commencement of construction on the Premises, or (iii) twelve (12) months after the date first above written, at an initial Annual Rent of Thirty Thousand Nine Hundred Dollars (\$30,900.00), which rent shall be paid in equal monthly installments of Two Thousand Five Hundred Seventy-five Dollars (\$2,575.00) per month, in advance, on the first day of each calendar month to LESSOR or as LESSOR may otherwise direct from time to time in writing at least thirty (30) days prior to any rent payment date. If LESSEE fails to pay any Rent within ten (10) days after the due date under this Lease, LESSEE shall pay to LESSOR, the sum of One Hundred Dollars (\$100.00) as a late fee. This Lease may be renewed upon the written mutual consent of LESSEE and LESSOR for one additional term of five (5) years.

B. The parties agree that Annual Rent shall be adjusted annually throughout the term of the Lease on each anniversary of the Commencement Date (or the first day of the month in which such anniversary occurs) by the percentage change in the most recently published Consumer Price Index (1982-84=100) Urban Wage Earners and Clerical Workers-San Diego ("Index") compared to the index published twelve (12) months earlier, with a minimum of three percent (3%). If the Index is discontinued or changed so that it is not practical to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable government index.

5. Termination

LESSEE may terminate this Lease at any time by notice to LESSOR without further liability if LESSEE does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if LESSOR fails to have proper ownership of LESSOR's Property or authority to enter into this Lease. Upon termination, all prepaid rent will be retained by LESSOR unless such termination is due to LESSOR's failure of proper ownership or authority, or such termination is a result of LESSOR's default. Within sixty (60) days following the expiration or termination of this Lease, LESSEE shall remove its personal property and fixtures and restore the Premises to its original condition, reasonable wear and tear excepted. The parties agree that all of the provisions of Section 6, 7, 9, and 11 shall continue to apply until LESSEE has completed its removal of personal property and fixtures and restoration of the Premises.

6. Property Insurance; Fire Or Other Casualty

A. Throughout the term of this Lease, LESSOR shall maintain all-risk property insurance coverage in an amount equal to the full replacement cost of all improvements now or hereafter located on LESSOR's Property that is reasonably commercially available.

B. If the Building, or access to it, is impaired, damaged or destroyed by a casualty covered by the insurance required to be carried by LESSOR, LESSOR shall promptly

commence appropriate repairs (to be diligently prosecuted to completion entirely at LESSOR's expense), and this Lease shall continue in full force and effect. If however, the Building is damaged to the extent of more than one-half (1/2) of its replacement cost, or to any substantial extent by a casualty not so covered by insurance, LESSOR shall deliver written notice to LESSEE, within thirty (30) days after the casualty, of LESSOR's election not to repair the Building. If as a result of any such casualty, the Premises becomes totally or partially unusable by LESSEE, Annual Rent shall abate during the period of repair in the same proportion to the total Annual Rent as the portion of the Premises rendered unusable bears to the entire Premises.

C. If LESSOR (a) undertakes the repair of the Building or of any access thereto, but fails to complete such repair within forty-five (45) days after the casualty, or (b) notifies LESSEE of LESSOR's intention not to repair the Building, or (c) fails to deliver to LESSEE the written notice required under Section 6.B. within thirty (30) days, then LESSEE may immediately terminate this Lease by giving written notice of its election to terminate to LESSOR.

D. LESSOR agrees that (if reasonably required) during any period of repair (or for the balance of the lease term if LESSOR elects not to repair the Building), LESSEE may use and/or construct a substitute communications facility upon an appropriate other portion of LESSOR's Property which is suitable for LESSEE's purposes, provided such space is available. The exact site to which LESSEE may relocate shall be determined by LESSOR, and it may be upon any portion of LESSOR's Property (or other premises owned or controlled by LESSOR), provided that LESSEE reasonably approves the site as equally suitable for LESSEE's intended uses. LESSOR shall designate a temporary site to which LESSEE may relocate with five (5) business days of the casualty, and it shall designate a permanent site to which LESSEE may relocate in any notice to LESSEE that it does not intend to repair the Building.

7. Personal Property Insurance

LESSEE shall provide LESSOR satisfactory evidence of personal property insurance in an amount sufficient to fully protect all personal property owned or controlled by LESSEE on and within the Premises from theft, fire, or other loss or damage while upon the Premises.

8. Intentionally Omitted

9. Public Liability Insurance

Beginning on the Commencement Date and throughout the term of this Lease, as the same may be extended, each party shall, at its sole cost and expense, keep or cause to be kept in force, commercial general liability insurance coverage against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of LESSOR's Property or the LESSEE's Premises, as the case may be, and improvements thereon, providing protection of at least One Million and --/100 Dollars (\$1,000,000.00). Each party shall deliver to the other party, not later than thirty (30) days after the Commencement Date, certificates of insurance evidencing the coverage required pursuant to Sections 6, 7 and 9. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be

given to the other party in the event of any material alteration to or cancellation of the coverage evidenced by such certificates. LESSEE shall add LESSOR, City of San Diego, and San Diego National Bank, or current lender, as additional insureds on LESSEE's commercial general liability insurance policy. LESSEE agrees to maintain statutory workers compensation insurance.

10. Utilities

LESSEE shall be responsible directly to the serving entities for all utility services required for LESSEE's use of the Premises. Should electric power be provided by LESSOR, LESSEE shall either (i) pay a fixed monthly payment to LESSOR, such payment shall be adjusted by annual audits of actual electricity usage, or (ii) install an electric meter and LESSEE's usage shall be read by LESSOR or, at LESSOR's option, by LESSEE, on a monthly basis and the cost of electricity use by LESSEE shall be paid by LESSEE to LESSOR as a payment separate from Annual Rent and shall be computed at the then-current utility rate.

11. Indemnification

LESSEE shall defend, by counsel of LESSOR's choice, and indemnify LESSOR and LESSOR's officers, affiliates, agents, and employees against any liability or claim of liability for personal injury, and related reasonable attorneys' fees and costs, arising or allegedly arising out of electromagnetic fields generated by LESSEE's facilities at the Premises or the deployment of PCS technology by LESSEE.

12. LESSEE Defaults

A. The occurrence of any one or more of the following events shall constitute and "Event of Default" hereunder by LESSEE:

(1) The failure by LESSEE to make any payment of Annual Rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by LESSEE from LESSOR.

(2) The failure by LESSEE to observe or perform any of the covenants or provisions of this Lease to be observed or performed by LESSEE, other than as specified in Section 12.A.(1), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LESSEE from LESSOR; provided, however, that it shall not be deemed an Event of Default by LESSEE if LESSEE shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

B. If there occurs an Event of Default by LESSEE, in addition to any other remedies available to LESSOR at law or in equity, LESSOR shall have the option to terminate this Lease and all rights of LESSEE hereunder.

C. If there occurs an Event of Default by LESSEE, LESSOR shall not have the right, prior to the termination of this Lease pursuant to Section 13 below, to re-enter the Premises and/or remove persons or property from the Premises.

13. Resolution of Disputes

A. Except as set forth in Section 13.D. below, all controversies or claims arising out of or relating to this Lease or any agreements or instruments relating thereto, or their enforcement or interpretation, or arising out of or relating to any alleged breach, default, or misrepresentation in connection with any of the provisions under this Lease, or any agreements or instruments relating thereto, shall be resolved by submission to final and binding arbitration at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") located in San Diego, California. Such arbitration shall be conducted in accordance with the most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") as of the date of this Lease.

B. The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease at the addresses listed in Section 14 below and to JAMS at 401 B Street, Suite 200, San Diego, California 92101. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. If and when any party to this Lease shall make a demand for arbitration, the parties shall execute any and all documents and statements required by JAMS for the arbitration or settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. If there is any legal or arbitration action or proceeding between LESSOR and LESSEE to enforce any provision of the Lease or to protect or establish any right or remedy of either LESSOR or LESSEE hereunder, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred by such prevailing party in such action or proceeding, including proceedings to confirm, correct, or vacate any arbitration award, and any appeal in connection therewith.

C. The parties may agree on an arbitrator from the JAMS panel for any arbitration pursuant to this Section 13. If the parties are unable to agree on an arbitrator, JAMS shall provide a list of three prospective arbitrators and each party shall strike one in accordance with the JAMS Rules. The remaining arbitrator shall serve as the designated arbitrator during the arbitration proceedings conducted pursuant to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review. In the event of any conflict between this Section 13 and the JAMS Rules, this Section 13 shall control.

D. Notwithstanding any provision of this Section 13 to the contrary, LESSOR and LESSEE shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

E. LESSOR and LESSEE agree that, in any arbitration conducted pursuant to this Section 13, the arbitrator shall have no right or power to award punitive damages.

14. Notices

See Attachment 4, section 8. Unless LESSOR otherwise specifies in writing, rent checks from LESSEE shall be made payable to the entity listed below to whom notices are to be sent.

LESSEE:

Cox PCS Assets, LLC
c/o Sprint Spectrum, L.P.
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588
Attn: Property Management

LESSOR:

The Lodge at Torrey Pines Partnership
998 West Mission Bay Drive
San Diego, CA 92109
Attn: David L. Cherashore
Telephone: (858) 539-7600
Facsimile: (858) 488-2524

With a copy to:
Sprint Spectrum L.P.
4900 Main
Kansas City, MO 64112

15. Sale Or Transfer by LESSOR

Should LESSOR, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of LESSOR's Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and all of the LESSEE's rights hereunder.

16. Hazardous Material

A. With the exception of asbestos which may still be present in building materials within the older building on the Property, despite proper abatement undertaken by LESSOR, LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined in Section 16.B.) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Section 16.B.) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR further warrants that the renovation of the Premises was undertaken with all due diligence according to the Phase 1 Environmental Assessment and, to the best of LESSOR's knowledge, there is no asbestos remaining.

B. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Section 16.A. As used in Section 16.A., "Hazardous Material" shall mean any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

17. Quiet Enjoyment

LESSOR warrants and agrees that LESSEE, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Premises. LESSOR agrees to require any subsequent PCS communication provider to agree to not interfere with any existing communication facility on the Property, including LESSEE's facility.

18. Miscellaneous Provisions

A. LESSOR warrants and agrees that LESSOR has good and sufficient title to and interest in the Premises and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on the Premises which would affect this Lease.

B. This Lease, including the attached exhibits, incorporates all agreements and understandings as between LESSOR and LESSEE, and no verbal agreements or understandings shall be binding upon either LESSOR or LESSEE, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by both of the parties.

C. The parties agree that each shall comply in all respects with all applicable building codes, regulations and ordinances affecting the Property, and that this Lease and the performance hereof shall be interpreted, construed and governed by the laws of the State of California, irrespective of California's choice of laws principles. LESSEE shall maintain all permits pertaining to the operation of its facility throughout the term of this Lease.

D. This Lease, and each and every covenant and condition herein, is intended to benefit the Premises and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

E. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

F. The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed either for or against either party.

G. If LESSOR breaches this Lease in any manner or substantially breaches any material covenant, agreement or promise contained in any mortgage or deed of trust superior to LESSEE's estate hereunder or contained in any lease under which LESSOR holds title to any portion of LESSOR's Property, and if LESSOR fails to commence to cure such breach within thirty (30) days after receiving a written notice from LESSEE specifying exactly the violation (or if LESSOR fails thereafter to diligently prosecute the cure to completion), then LESSEE may enforce any and all of LESSEE's rights and/or remedies hereunder or by law.

H. At LESSOR's option, this Lease shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or any part of the Premises, provided that

every such mortgagee shall recognize, in writing and in a form reasonably acceptable to LESSEE, (i) the validity of this lease in the event of a foreclosure of LESSOR's interest and (ii) LESSEE's right to remain in occupancy and have access to the Premises as long as there is not an existing Event of Default by LESSEE with all cure periods having lapsed at the time of foreclosure. LESSEE shall execute whatever instruments may reasonably be required to evidence any such subordination. If, as of the date of execution of this Lease, there is any deed of trust, ground lease or other similar encumbrance affecting LESSOR's Property, LESSOR agrees to use its best efforts to assist LESSEE and to cooperate with LESSEE in obtaining from the holder of such encumbrance an agreement that LESSEE shall not be disturbed in its possession, use and enjoyment of the Premises.

I. If any portion of this Lease is declared by a court of competent jurisdiction (or by an arbitrator pursuant to the provisions of Section 13 above) to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court or arbitrator, as the case may be, to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

J. In addition to the other remedies provided for in this Lease, LESSOR and LESSEE shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions of this Lease.

K. Concurrently with the execution of this Lease, LESSOR shall execute before a notary and deliver to LESSEE for recording a "Memorandum of Lease Agreement" in the form of Attachment 3.

L. Attachment 4 is attached hereto and made a part hereof.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Building Lease Agreement as of the day and year first above written.

LESSOR:

The Lodge at Torrey Pines Partnership,
a California Limited Partnership

By: The Lodge at Torrey Pines Partnership
Its: General Partner

By:

Name: David L. Cherashore

Title: Partner

10-1-01

LESSEE:

Sprint PCS Assets, L.L.C.,
a Delaware limited liability company

By:

Name:

LAWRENCE DOHERTY

Title:

Director, Site Development

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

ATTACHMENT 1

ATTACHMENT I
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

A Leasehold Interest in and to:

Those portions of Pueblo Lots 1330 and 1331 of the Pueblo Lands of San Diego California, according to Map thereof made by James Pascoe in 1870, a copy of said map being filed in the Office of the County Recorder of San Diego County, and is known as Miscellaneous Map No. 36, described as follows:

Beginning at the Northeasterly corner of said Pueblo Lot 1331; thence South 0°22'50" West along the Easterly line thereof 1155.24 feet; thence leaving said Easterly line, South 89°55'53" West 115.41 feet to a found lead and disc stamped "LS 4593", the True Point of Beginning, said point being the Northeast corner of that Parcel shown on Record of Survey Map No. 14849, recorded in the Office of the County Recorder on April 13, 1995, as File/Page No. 1995-0155749 of Official Records; thence North 2°09'51" West (North 0°13'28" East record per ground lease, City Clerk's Document No. 629873, recorded October 24, 1961 as File/Page No. 184967 of Official Records to be referred to hereinafter as Deed 1; see also City of San Diego Drawing No. 13929-CL) (North 2°11'10" West record per Exhibit "C" Parcel 3 in the Assignment of Ground Lease recorded July 6, 1990 as File/Page No. 90-367803 of Official Records to be referred to hereinafter as Deed 2); 1533 feet along the Northerly prolongation of the Easterly line of said Record of Survey Parcel; thence leaving said Northerly prolongation of said Easterly line South 87°26'43" West 268.12 feet; thence South 18°34'38" West 71.76 feet; thence South 4°55'07" East 502.68 feet to a found lead and disc stamped "RCE 12725" in a concrete curb, accepted as the Northwest corner of Lot 1 of Sheraton Hotel at Torrey Pines Unit No. 2, according to Map thereof No. 12164, recorded August 12, 1988 as File/Page No. 88-399909 of Official Records; thence along the South line of said Deed 1, being also the North line of said Map No. 12164, the following courses: North 82°31'26" East 42.91 feet (North 82°30'36" East 42.93 feet per Map No. 12164) and North 82°33'15" East 402.20 feet (North 84°57'03" East 402.47 feet per Deed 1) (North 82°32'25" East per Map No. 12164) to the Southeast corner of said Deed 1, said point being also the Point of Beginning of Deed 2; thence continuing along the Easterly prolongation of said South line of Deed 1, North 82°33'15" East 121.05 feet (North 82°32'25" East 120.81 feet more or less per Deed 2) to the Westerly sideline of North Torrey Pines Road (Old Highway 101) 153.00 feet in width per Map No. 12164; thence along said sideline North 9°28'03" West 210.00 feet to the beginning of a tangent curve, concave Southwesterly having a radius of 200.00 feet, said point being the True Point of Beginning of said Deed 2; thence leaving the sideline of North Torrey Pines Road, Northwesterly along the arc of said curve through a central angle of 46°31'57" a distance of 162.43 feet; thence tangent to said curve North 56°00'00" West 155.14 feet (155.67 feet more or less per Deed 2) to a point on a line 68.00 feet Southerly and parallel with the Northerly line of Deed 1; thence along said parallel line South 87°32'47" West 62.08 feet (South 87°31'15" West 61.72 feet more or less per Deed 2) to the Easterly line of Deed 1; thence North 2°09'51" West (North 0°13'28" East per Deed 1) (North 2°11'10" West per Deed 2) 68.00 feet to the True Point of Beginning.

The basis of bearings for this description is the center line of North Torrey Pines Road per Map No. 12164, I.E. North 9°28'03" West.

(ESTATE)

A Leasehold as created by that certain lease dated April 24, 1995, executed by City of San Diego, a municipal corporation, as lessor, and The Lodge at Torrey Pines Partnership, a California Limited Partnership, as lessee, as referenced in the document entitled "Memorandum of Lease", which was recorded June 5, 1995 as File/Page No. 1995-0233518 of Official Records, for the term and upon and subject to all the provisions contained in said document, and in said lease, and as amended by First Amendment to Memorandum of Lease dated March 4, 1996, executed by the City of San Diego, a municipal corporation and the Lodge at Torrey Pines Partnership, a California Limited Partnership and recorded February 28, 2000 as File/Page No. 2000-0098366 of Official Records.

**DEPICTION OF THE PREMISES
AND LESSEE'S IMPROVEMENTS**

See Site Plan attached.

DEPICTION OF THE PREMISES
AND LESSEE'S IMPROVEMENTS

See Site Plan attached.



SD35XC239D

N. TORREY PINES

11480 N. TORREY PINES ROAD
LA JOLLA, CA 92037

PROJECT DESCRIPTION THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT CABINETS FOR SPRINT SPECTRUM'S PERSONAL COMMUNICATION SERVICES (PCS) WIRELESS TELECOMMUNICATIONS NETWORK. A TOTAL OF THREE ANTENNAS MOUNTED ON EXISTING PARKING STRUCTURE AND FIVE EQUIPMENT CABINETS LOCATED IN ADJACENT OPEN AREA ARE PROPOSED AT THIS SITE. PROPOSED TRANSMITTER FREQUENCIES AND POWER LEVELS: 1920 MHZ - 1945 MHZ, 300W PER COWA CARRIER	CONTACTS SITE ACQUISITION: GARDNER & ASSOCIATES, INC. 10180 TELUS COURT, SUITE 105 SAN DIEGO, CA 92121 606.575.7358 PHONE 606.575.7358 PHONE PROPERTY OWNER: 11480 N. TORREY PINES PARTNERSHIP 11480 N. TORREY PINES ROAD LA JOLLA, CA 92037 PROPERTY MANAGER: SARA CHALSKO (844) 508-7800 POWER CONTACT: PLANNING DEPARTMENT PLANNING REPRESENTATIVE: SARA CHALSKO 2650 CAMINO DEL RIO N. SUITE 100 SAN DIEGO, CA 92108 619.235.7637 PHONE 306.3470.5140 MOBILE TELCO CONTACT: PLANNING DEPARTMENT SP. EMPLOYEE: TERRY KELSOY 606.571.7127 PHONE	VICINITY MAP ASSESSOR'S PARCEL NUMBER: 780-163-43-00 	SHEET INDEX 8005XC239D --- T01 TITLE SHEET 8005XC239D --- T02 GENERAL NOTES/ ANTENNA INFORMATION 8005XC239D --- A01 SITE PLAN 8005XC239D --- A02 ENLARGED AREA PLAN AT EQUIPMENT 8005XC239D --- A03 ENLARGED AREA PLANS AT ANTENNAS 8005XC239D --- A04 BUILDING ELEVATIONS 8005XC239D --- A05 ELEVATIONS AND SECTIONS AT EQUIPMENT 8005XC239D --- A06 EQUIPMENT PLAN AND FOUNDATION PLAN 8005XC239D --- A07 DETAILS 8005XC239D --- A08 DETAILS 8005XC239D --- E00 GENERAL NOTES AND SPECIFICATIONS 8005XC239D --- E01 GENERAL NOTES AND SPECIFICATIONS 8005XC239D --- E02 SINGLE LINE DIAGRAM AND UTILITY SERVICE PLAN 8005XC239D --- E03 GROUNDING PLAN AND DETAILS 8005XC239D --- E04 GROUNDING DETAILS
PROJECT DATA SITE ADDRESS: 11480 N. TORREY PINES ROAD LA JOLLA, CA 92037 LOT/BLK: 32' 84' 13" N 117' 14' 36" W ASSUMED PARCEL NUMBER: 780-163-43-00 LEASE AREA: 240 SQUARE FEET PROJECT AREA: 240 SQUARE FEET STORIES: THREE SCHOOL DISTRICT: CITY OF SAN DIEGO CLIP # 88-0271-00 NO HAZARDOUS MATERIALS WILL BE STORED OR USED WITHIN ENCLOSURE.	LEGAL DESCRIPTION CITY/PRN-267879(87)N LOTS 123041331 NW 36 TORREY PINES PARK APPLICABLE CODES ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES: CALIFORNIA STATE BUILDING CODE, TITLE 24 UNIFORM BUILDING CODE, 1997 EDITION NATIONAL ELECTRIC CODE, 1999 EDITION IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.	ADA COMPLIANCE FACILITY IS UNHABITABLE AND NOT FOR HUMAN HABITATION. WIRELESS TELECOMMUNICATIONS MECHANICAL EQUIPMENT ROOMS ARE EXEMPT FROM REQUIREMENTS TO PROVIDE BUILDING UPDATES FOR DISABLED ACCESS PER THE FOLLOWING: CBC SECTION 1008-BUILDING ACCESSIBILITY CAL. ACS ACCESSIBILITY STANDARDS INTERPRETIVE MANUAL PROPRIETARY INFORMATION NOT FOR USE OR DISCLOSURE OUTSIDE SPRINT PCS EXCEPT UNDER WRITTEN AGREEMENT	

N. TORREY PINES
11480 N. TORREY PINES ROAD
LA JOLLA, CA 92037
TITLE SHEET

ISSUE DATES

NO.	DATE	DESCRIPTION
1	08/01/00	ISSUED FOR PERMIT
2	08/01/00	ISSUED FOR PERMIT
3	08/01/00	ISSUED FOR PERMIT
4	08/01/00	ISSUED FOR PERMIT

REVISIONS

NO.	DATE	DESCRIPTION
1	08/01/00	ISSUED FOR PERMIT
2	08/01/00	ISSUED FOR PERMIT
3	08/01/00	ISSUED FOR PERMIT
4	08/01/00	ISSUED FOR PERMIT

T01

[illegible]

	REVISION
	KEY NOTE
	KEYED NOTE
	ROOM NUMBER
	DETAIL REFERENCE
	ELEVATION REFERENCE
	SECTION REFERENCE

1. THE CONTRACTOR SHALL NOTIFY OF DONATO ASSOCIATES, (D.S.A. HEREINAFTER) OF ANY ERRORS, OMISSIONS, OR INCONSISTENCIES AS THEY MAY BE DISCOVERED IN THE PLANS, DOCUMENTS, NOTICES OR SPECIFICATIONS TO THE WORK OR CONSTRUCTION INCLUDING, BUT NOT LIMITED BY, DIMENSION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THE ERROR, OMISSION, OR INCONSISTENCY AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF D.S.A. AND SHALL INCUR ANY EXPENSES TO RECTIFY THE SITUATION. THE MEANS OF CORRECTING ANY ERROR SHALL BE FIRST APPROVED BY D.S.A.

- THE CONTRACTOR SHALL FULFILL ALL EXISTING CONDITIONS PRIOR TO THE START OF ANY WORK. DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO O.B.A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY THE SUBCONTRACTOR(S).
2. A COPY OF THE GOVERNING AGENCY APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY, AND BY LAW SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AS SPECIFIED BY A REPRESENTATIVE OF THE GOVERNING AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INFORMATION AS GOVERNING AGENCY APPROVED PLANS. THE CONTRACTOR SHALL ALSO MAINTAIN ONE SET OF PLANS, IN GOOD CONDITION, COMPLETE WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES UNDER THE DIRECT CARE OF THE SUPERINTENDENT. THE CONTRACTOR SHALL SUPPLY O.B.A. WITH A COPY OF ALL REVISIONS, ADDENDA, AND/OR CHANGE ORDERS AT THE CONCLUSION OF THE WORK AS A PART OF THE AS-BUILT DRAWING RECORD.
3. THE CONTRACTOR SHALL STUDY THE STRUCTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING PLANS AND CROSS CHECK THEIR DETAILS, NOTES, DIMENSIONS, AND ALL REQUIREMENTS PRIOR TO THE START OF ANY WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT AND SITE WHILE THE WORK IS IN PROGRESS UNTIL THE JOB IS COMPLETE.
5. THE CONTRACTOR HAS THE RESPONSIBILITY OF LOCATING ALL EXISTING UTILITIES WHETHER OR NOT SHOWN ON THE PLANS, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR, OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONSEQUENCE TO CONSTRUCTION, SHALL BEAR THE EXPENSES OF REPAIR AND/OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONSEQUENCE TO THE LOCATION OF THE WORK.
6. THE REFERENCES ON THE DRAWINGS ARE FOR CONVENIENCE ONLY AND SHALL NOT LIMIT THE APPLICATION OF THE DRAWING OR DETAIL.
7. NOT USED.
8. ALL CONSTRUCTION THROUGHOUT THE PROJECT SHALL CONFORM TO TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS.
9. ALL DRAIN AND DRAINAGE IS TO COMPLY WITH CHAPTER 34 OF THE U.S. CONSUMER SAFETY COMMISSION - SAFETY STANDARDS FOR ARCHITECTURAL GLAZING MATERIALS (42 FR 1412). (16 PART 1201) AND LOCAL SECURITY REQUIREMENTS.
10. ALL EXISTING CONSTRUCTION, EQUIPMENT, AND PREMISES NOTED TO BE REMOVED FROM THE SITE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL BE REMOVED FROM THE SITE WITH THE FOLLOWING EXCEPTIONS:
- a. A PROJECT NOTED TO BE REMOVED BY THE OWNER.
- b. PROPERTY NOTED TO BE RETURNED TO THE OWNER.
11. THE GOVERNING AGENCIES, CODE AUTHORITIES, AND BUILDING INSPECTORS SHALL PROVIDE THE MINIMUM STANDARDS FOR THE CONSTRUCTION TECHNIQUES, MATERIALS, AND PREMISES USED THROUGHOUT THE PROJECT. TRADE STANDARDS AND/OR PUBLISHED MANUFACTURER'S SPEC. MEETING OR EXCEEDING DESIGN REQUIREMENTS SHALL BE USED FOR INSTALLATION.
12. WHEN REQUIRED STORAGE OF MATERIALS OCCURS THEY SHALL BE EXACTLY ORIENTED OVER RIGID FLAME PROOF OR ROOF TO SO NOT TO EXCEED THE DESIGNED LOAD. LOADS ON ROOFS SHALL BE LIMITED TO 10 POUNDS PER SQUARE FOOT. EXCESSIVE STORAGE AND/OR HANDLING IS TO BE PROVIDED WHEN THE STRUCTURE HAS NOT ATTAINED THE DESIGN STRENGTH FOR THE CONDITIONS.
13. DRAWINGS ARE NOT TO BE SCALED UNDER ANY CIRCUMSTANCES. O.B.A. IS NOT RESPONSIBLE FOR ANY ERRORS RELATING FROM THIS PRACTICE. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS.
14. NOT USED.
15. PRIOR TO THE POURING OF ANY NEW SLAB OR ANY EXISTING SLAB THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL OPENINGS, CHASIS, AND EQUIPMENT WHICH IS TO BE IMBEDDED INTO THE NEW WORK. ALL TEARS DESIGNATED TO BE REMOVED SHALL BE NOTED AND DISCUSSED WITH THE OWNER AND O.B.A. AS PART OF THE AS-BUILT DRAWING RECORD.
16. BUILDING INSPECTORS AND/OR OFFICIALS ARE TO BE NOTIFIED PRIOR TO ANY DRAWING, CONSTRUCTION, AND OTHER PROJECT EFFORT AS WARRANTED BY THE GOVERNING AGENCY.
17. OWNER, CONTRACTOR, AND O.B.A. SHALL MEET JOINTLY TO VERIFY ALL TRADES AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION.
18. PROJECT WHEN COMPLETE SHALL COMPLY WITH LOCAL SECURITY CODES AND TITLE 24 ENERGY CONSERVATION REQUIREMENTS.
19. NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL MATCH IN FORM, TEXTURE, FINISH, AND IN MATERIALS EXCEPT AS NOTED IN THE PLANS AND SPECIFICATIONS.
20. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BACKING, BLOCKING AND/OR REINFORCEMENT FOR THE INSTALLATION OF FIXTURES, MECHANICAL EQUIPMENT, PLUMBING, AND/OR HANDRAILS AND FURNISH ITSELF TO INSURE A PROPER AND COMPLETE JOB.
21. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A PROJECT LEVEL, STRAIGHT, AND TRUE ACCORDING TO THE PLANS.
22. THE CONTRACTOR SHALL COMPLY THE LINES AND LEVELS OF THE EXISTING CONDITIONS AND THOSE SHOWN ON THE PLANS PRIOR TO THE START OF ANY CONSTRUCTION. O.B.A. SHALL BE NOTIFIED OF ANY ERRORS, OMISSIONS, OR INCONSISTENCIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR IS TO PROVIDE PROTECTION FOR ALL ADJOINING PROPERTIES FROM DAMAGE, NOISE, DUST, AND THIS AS REQUIRED BY THE GOVERNING AGENCIES.
23. WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARD AND/OR REVISIONS AVAILABLE AS REQUIRED BY THE GOVERNING AGENCY REQUIREMENTS.
24. THE CONTRACTOR IS RESPONSIBLE FOR THE STORAGE OF ALL MATERIALS AND SHALL NOT GO ON PUBLIC PROPERTY WITHOUT A PERMIT FROM THE APPROPRIATE AGENCIES.
25. GENERAL NOTES AND STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE USED IN CONDITIONS WHEN NOT SPECIFICALLY SHOWN OTHERWISE.
26. TRADES INVOLVED IN THE PROJECT SHALL BE RESPONSIBLE FOR THEIR OWN CUTTING, FITTING, PATCHING, ETC., SO AS TO BE RECEIVED PROPERLY BY SOME OF OTHER TRADES.
27. ALL DEBRIS AND REFUSE IS TO BE REMOVED FROM THE PROJECT PREMISES AND SHALL BE LEFT IN A CLEAN (BROOM FINISH) CONDITIONS AT ALL TIMES BY EACH TRADE AS THEY PERFORM THEIR OWN PORTION OF THE WORK.
28. O.B.A. DOES NOT GUARANTEE ANY PRODUCTS, FIXTURES AND/OR EQUIPMENT NAMED BY A TRADE OR MANUFACTURER, GUARANTEE OR WARRANTY THAT MAY BE IN EFFECT IS DONE SO THROUGH THE COMPANY OR MANUFACTURER PROVIDING THE PRODUCT, FIXTURE, AND/OR EQUIPMENT EXCEPT UNLESS SPECIFIC RESPONSIBILITY IS ALSO PROVIDED BY THE CONTRACTOR/SUBCONTRACTOR IN WRITTEN FORM.
29. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REMEDY ALL FAULTY, DEFECTIVE, AND/OR IMPROPER MATERIALS, DAMAGED GOODS, AND/OR FAULTY WORKSMANSHIP (1) YEAR AFTER THE PROJECT IS COMPLETE AND ACCEPTED UNDER ANY CIRCUMSTANCES, UNLESS NOTED OTHERWISE IN THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR. (EXCEPTION: THE CONTRACTOR SHALL MAINTAIN A MAINTENANCE AGREEMENT SIGNED BY THE GENERAL CONTRACTOR TO MAINTAIN THE ROOFING IN A WATERPROOF CONDITION FOR A PERIOD OF TWO (2) YEARS STARTING AFTER THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT, UNLESS OTHERWISE WRITTEN IN THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR.)
30. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR SAFETY OF THE OWNER'S EMPLOYEES & WORKMEN, AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.
31. THE CONTRACTOR SHALL BE REQUIRED TO PAY FOR ALL NECESSARY PERMITS AND/OR FEES WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR SHALL RETURN PERMIT AND WAIVE FIRM PAYMENT FOR SAID DOCUMENT.
32. THE ARCHITECT IN CHARGE SHALL SIGN AND SEAL ALL DRAWINGS AND/OR SPECIFICATIONS.
33. FIRE EXTINGUISHER REQUIREMENTS SHALL BE VERIFIED WITH THE LOCAL FIRE MARSHALL. O.B.A. SHALL REVIEW AND APPROVE SHOP DRAWINGS AND SAMPLES FOR CONFORMANCE TO THE DESIGN CODE(S).
34. O.B.A. PROJECT APPROVAL OF A SEPARATE ITEM SHALL NOT INCLUDE APPROVAL OF AN ASSEMBLY IN WHICH THE ITEM FUNCTIONS.

WELDS IDENTIFIED AS REQUIRING CONTINUOUS OR PERIODIC SPECIAL INSPECTION NEED NOT HAVE SPECIAL INSPECTION WHEN THE WELDING IS DONE IN AN APPROVED PREFABRICATOR'S SHOP. HOWEVER THE APPROVED FABRICATOR MUST SUBMIT A CERTIFICATE OF COMPLIANCE IN ACCORDANCE WITH CBC SECTION 1701.7

SECTION	ANTENNA TYPE	CABLE TYPE	ANTENNA DESIGNATION	COLOR CODE (TAPC)
A-1	SWAB0010-S	TSD	SD1A	RED/ORANGE
A-2	SWAB0010-S	TSD	TD1A	RED/GREEN
A-3				
B-1	SWAB0010-S	TSD	SD3A	VIOLET/ORANGE
B-2	SWAB0010-S	TSD	TD3A	VIOLET/GREEN
B-3				
C-1	SWAB0010-S	TSD	SD3A	WHITE/ORANGE
C-2	SWAB0010-S	TSD	TD3A	WHITE/GREEN
C-3				

SECTION	ASPH/CE SLEE	COAL LENGTH	COAL CABLE	MIN BORE RADIUS
A	T80	50'	1/2"	16"
B	T80	50'	1/2"	16"
C	T80	50'	1/2"	16"

No. of COALS	APPROXIMATE COVER WIDTH	APPROXIMATE SLEEPER LENGTH*
4	15 1/2"	22"
6	21 1/2"	31 7/8"
12	33"	43 3/8"
12	33"	43 3/8"

CABLE TRAY CHART

TESTING AUTHORITY

ARCHITECT

DDA

*Di Donato
Associates*

1000 FIRST AVENUE • SUITE 100
LAKE MICHIGAN, CA 95048
TEL: 415/441-0340 • FAX: 415/441-0770

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Sprint.
Sprint PCS™

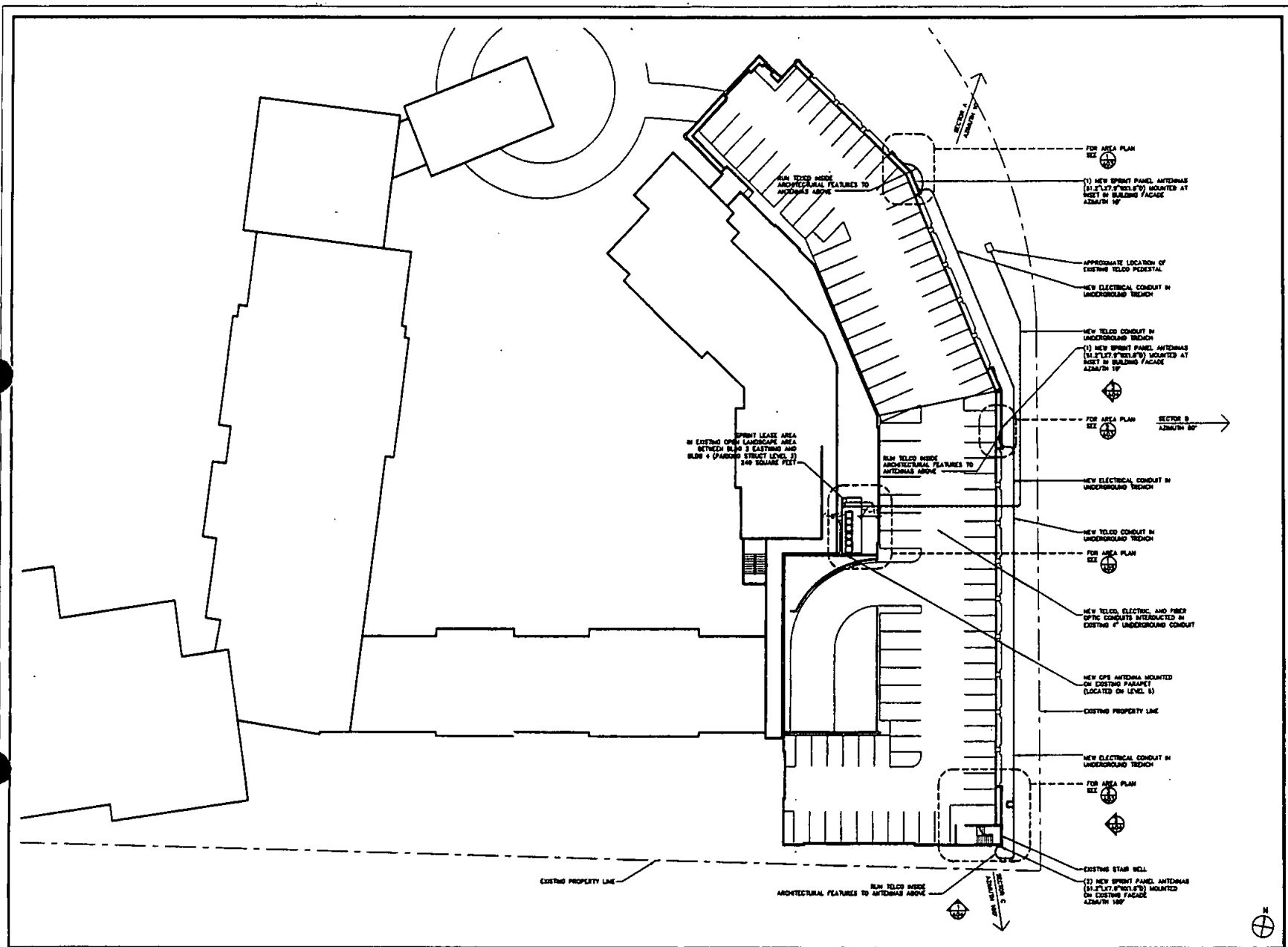
SD35X/C2390
N. TORREY PINES
11402 N. TORREY PINES ROAD
LA JOLLA, CA 92037
GENERAL NOTES
ANTENNA INFORMATION

ISSUE DATES		
01/14/90	AGE	DATE FOR REVIEW
2	01/14/90	YES NO OR GRAY
3	01/14/90	AGE CITY COMMENTS

REVISIONS		
1		
2		
3		
4		

T02

50.000000



SITE PLAN

SCALE: 1"=20'-0" 1

CONTRACT / GENERAL NOTE

PROJECT
DA
 Di Donato
 10000 W. 10th Ave.
 Suite 100
 Denver, CO 80202
 303.733.1111
 www.dadonato.com

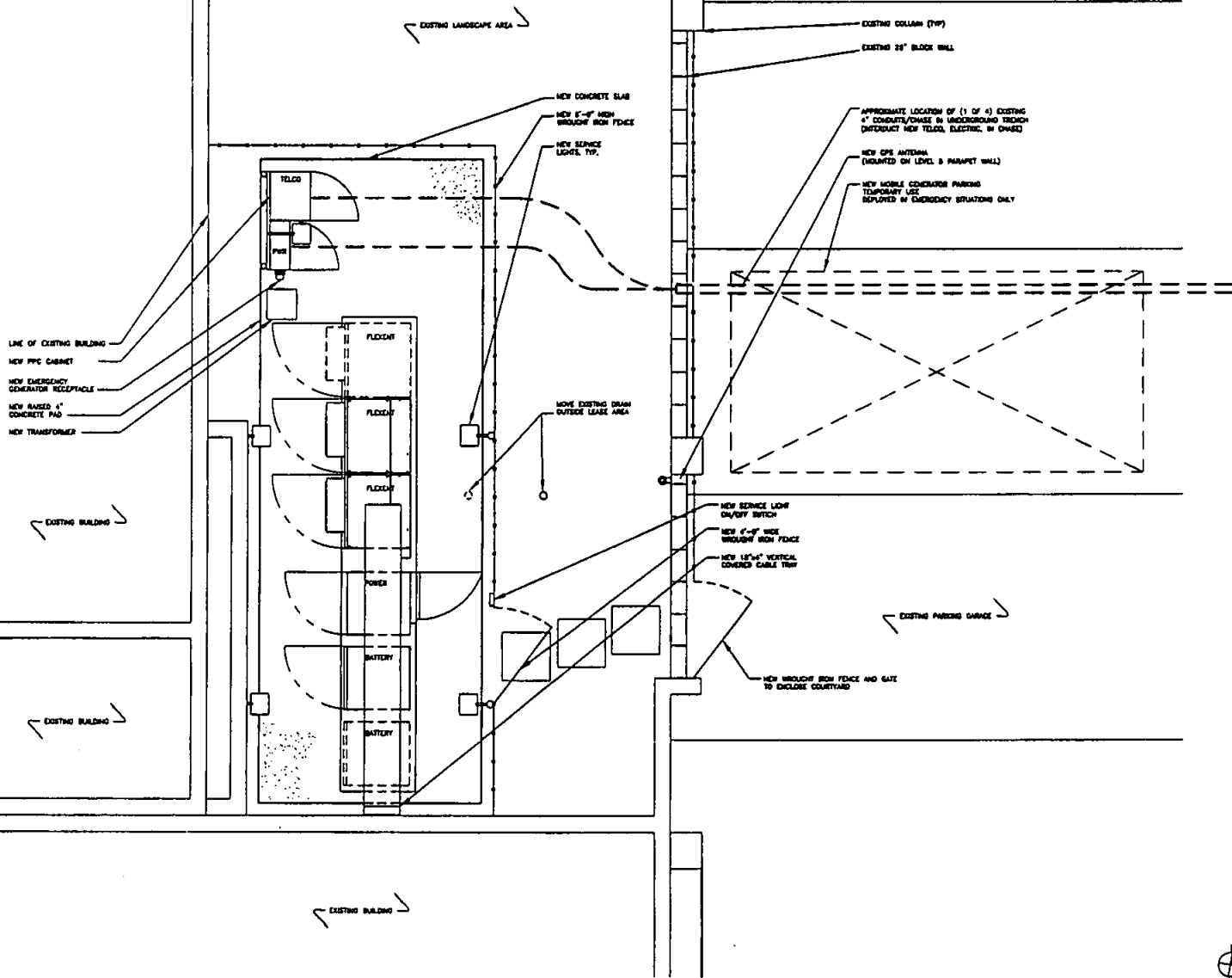
APPLICANT
Sprint.
 Sprint PCS

SD05XC2360
N. TORREY PINES
 1100 N. TORREY PINES BLVD
 LA JOLLA, CA 92037
SITE PLAN

ISSUE DATES			
NO.	DATE	BY	REVISIONS
1	10/10/07	DA	ISSUE FOR PERMIT
2	10/10/07	DA	ISSUE FOR PERMIT
3	10/10/07	DA	ISSUE FOR PERMIT
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8	10/10/07	DA	ISSUE FOR PERMIT
9	10/10/07	DA	ISSUE FOR PERMIT
10	10/10/07	DA	ISSUE FOR PERMIT

A01

SD05XC2360
 PRINT SCALE 1"=20'-0" 1



EQUIPMENT AREA PLAN

SCALE: 1/2"=1'-0" 1

DATE: 01/22/16

01/22/16

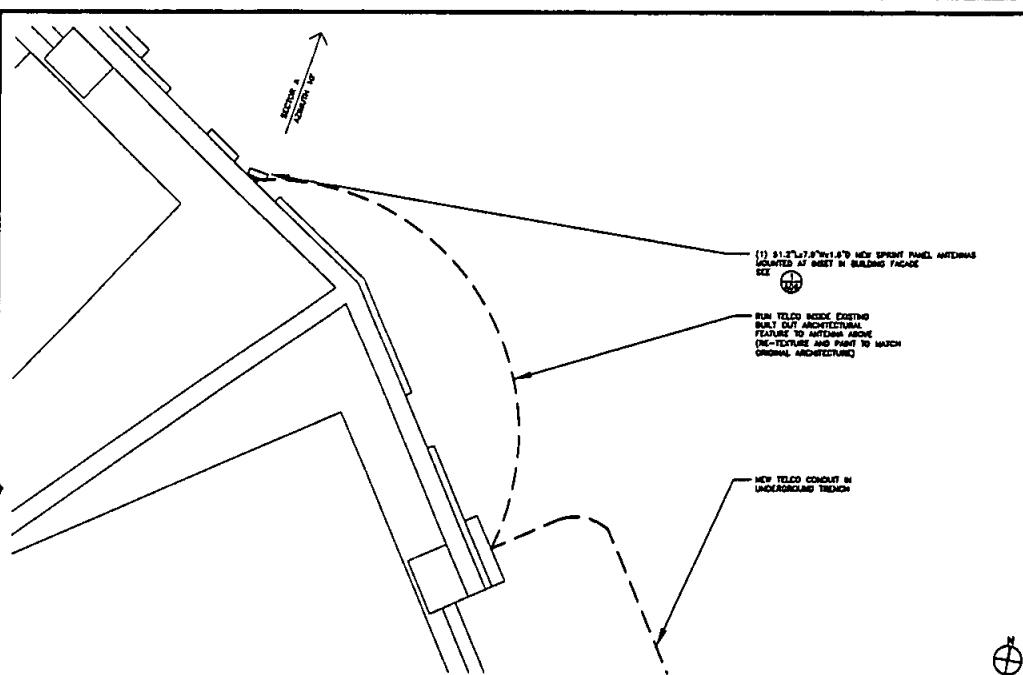
PROJECT: DA Donato ASSOCIATES

SPRINT SPRINT PCS

8055X2300 N. TORREY PINES 11400 N. TORREY PINES ROAD LA JOLLA, CA 92037

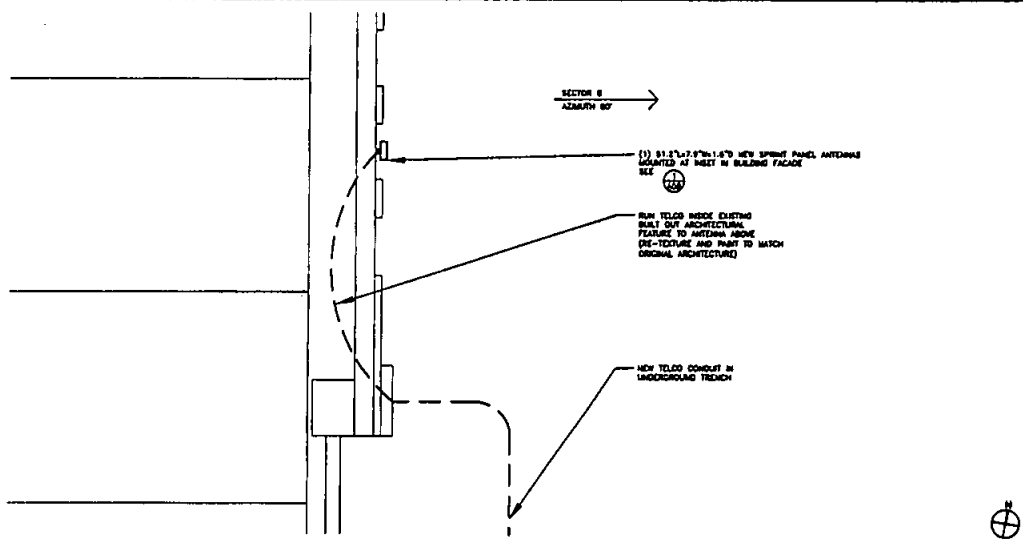
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2	01/22/16	2	ISSUE FOR CONSTRUCTION
3	01/22/16	3	ISSUE FOR RECORD

A02 8055X2300



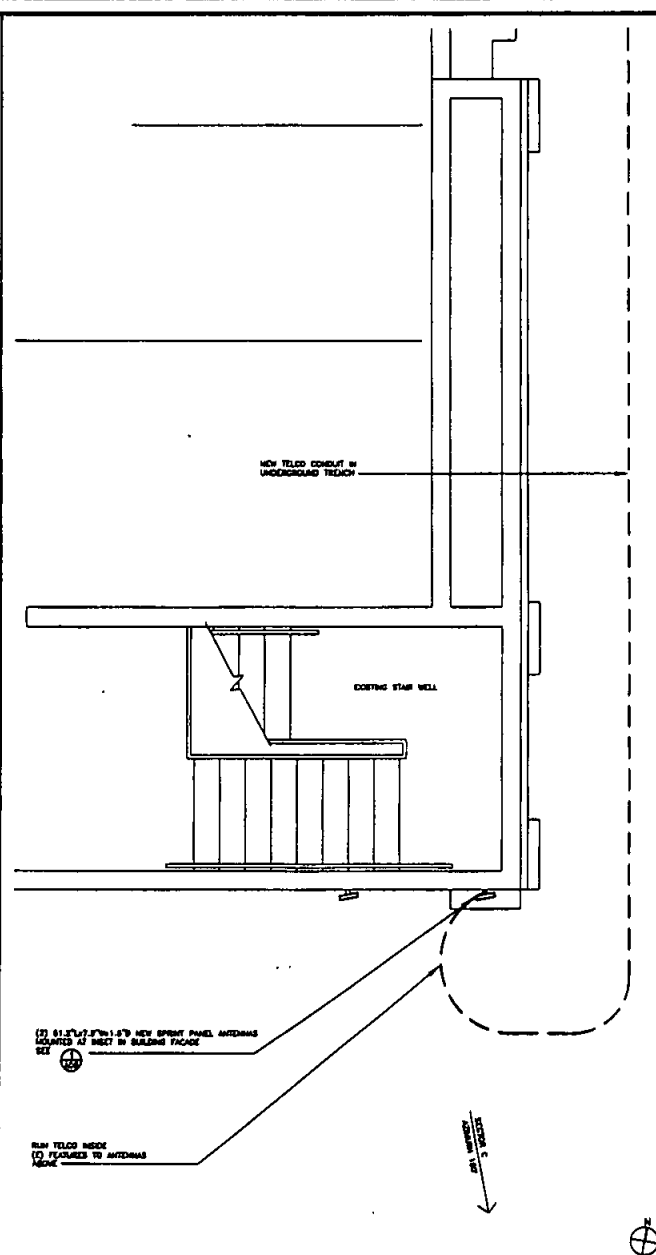
ANTENNA AREA PLAN AT SECTOR A

SCALE: 1/2"=1'-0" 1



ANTENNA AREA PLAN AT SECTOR B

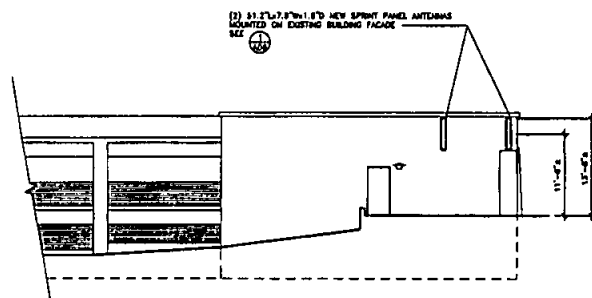
SCALE: 1/2"=1'-0" 2



ANTENNA AREA PLAN AT SECTOR C

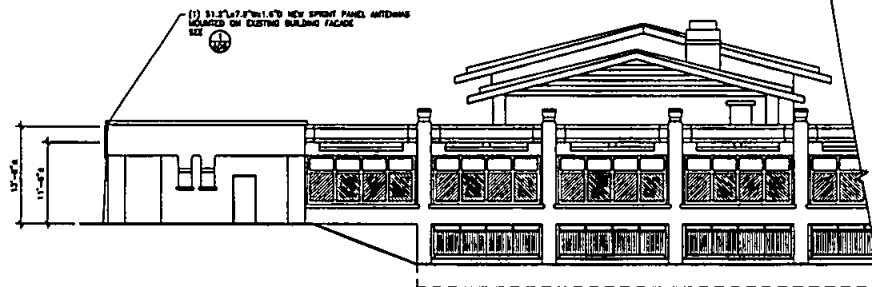
SCALE: 1/2"=1'-0" 3

PROJECT Di Donato ARCHITECT 11400 N. TORREY PINES ROAD LA JOLLA, CA 92037		DATE 01/12/14																								
CLIENT Sprint REGULATORY		PROJECT 8035X2380																								
ISSUE DATES <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>01/12/14</td> <td>ISSUE FOR REVIEW</td> </tr> <tr> <td>2</td> <td>01/12/14</td> <td>ISSUE FOR REVIEW</td> </tr> <tr> <td>3</td> <td>01/12/14</td> <td>ISSUE FOR REVIEW</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	01/12/14	ISSUE FOR REVIEW	2	01/12/14	ISSUE FOR REVIEW	3	01/12/14	ISSUE FOR REVIEW	REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>01/12/14</td> <td>ISSUE FOR REVIEW</td> </tr> <tr> <td>2</td> <td>01/12/14</td> <td>ISSUE FOR REVIEW</td> </tr> <tr> <td>3</td> <td>01/12/14</td> <td>ISSUE FOR REVIEW</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	01/12/14	ISSUE FOR REVIEW	2	01/12/14	ISSUE FOR REVIEW	3	01/12/14	ISSUE FOR REVIEW
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PROJECT N. TORREY PINES 11400 N. TORREY PINES ROAD LA JOLLA, CA 92037		PROJECT 8035X2380																								
PROJECT A03		PROJECT 8035X2380																								



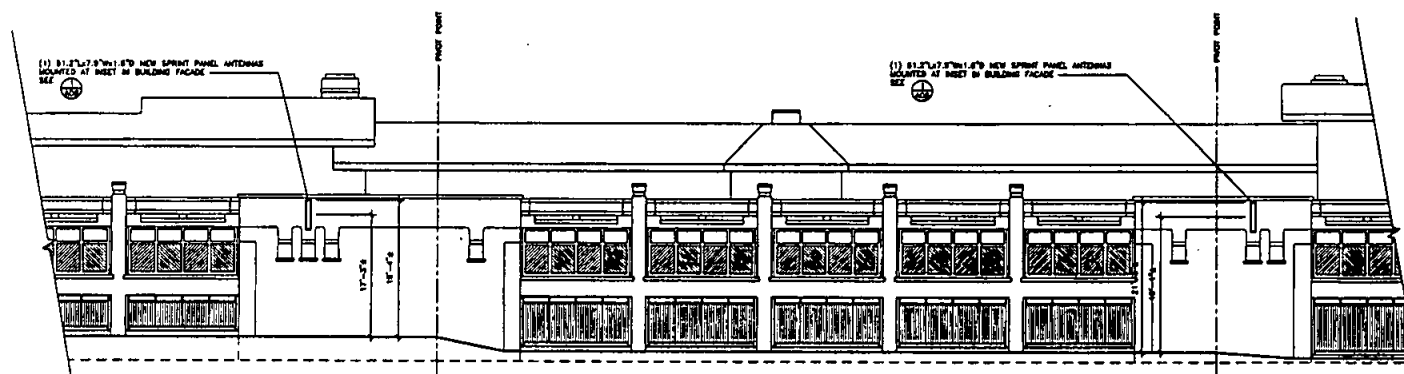
PARTIAL SOUTH ELEVATION

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



PARTIAL EAST ELEVATION

SCALE: 1/8"=1'-0" 2



PARTIAL EAST ELEVATION

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

CONSULTANT/OWNER

DATE

PROJECT



Di Donato
Associates
ARCHITECTS
11000 N. TORREY PINES ROAD
LA JOLLA, CA 92037
TEL: 619.451.1111 FAX: 619.451.1112
WWW.DIDONATO.COM

APPLICANT



DATE

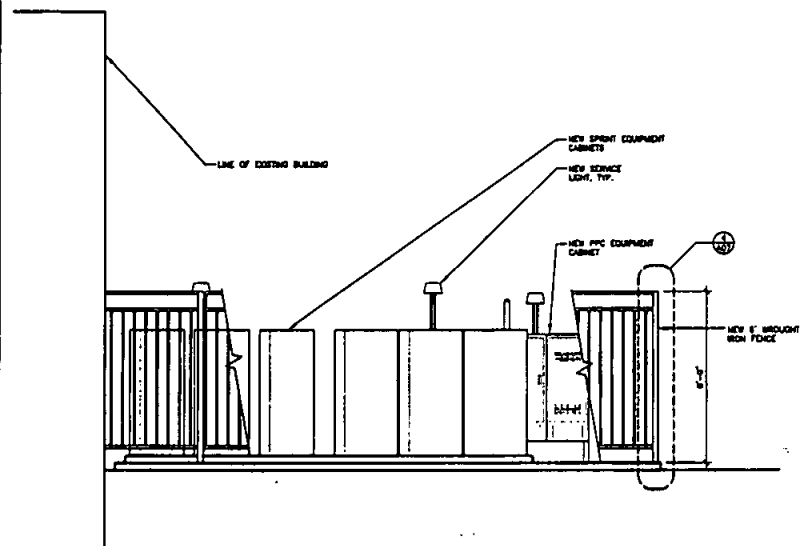
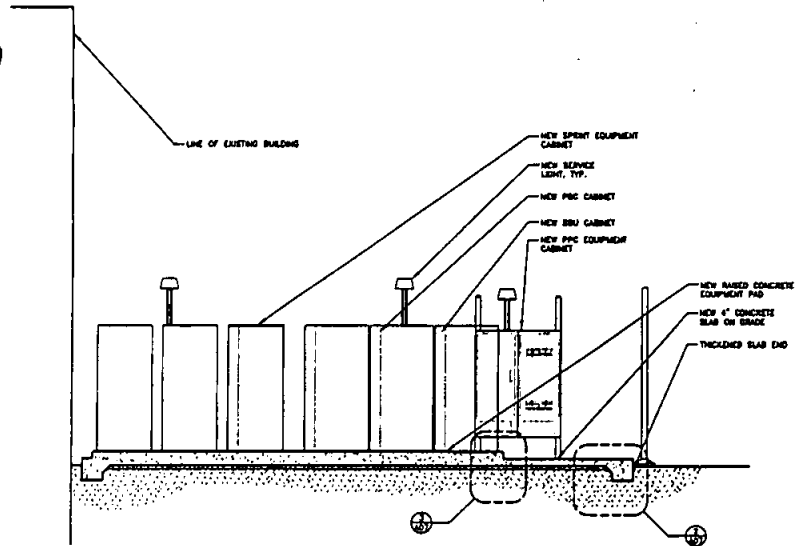
PROJECT

SD35K2290
N. TORREY PINES
11000 N. TORREY PINES ROAD
LA JOLLA, CA 92037
BUILDING ELEVATIONS

ISSUE DATES				REVISIONS			
NO.	DATE	BY	CHKD.	NO.	DATE	BY	CHKD.
1				1			
2				2			
3				3			

A04

SD35K2290
N. TORREY PINES
11000 N. TORREY PINES ROAD
LA JOLLA, CA 92037



SECTION AT EQUIPMENT

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

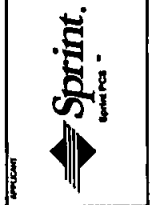
ELEVATION AT EQUIPMENT

SCALE: 3/8"=1'-0" 2

ISSUE DATES				REVISIONS			
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1				1			
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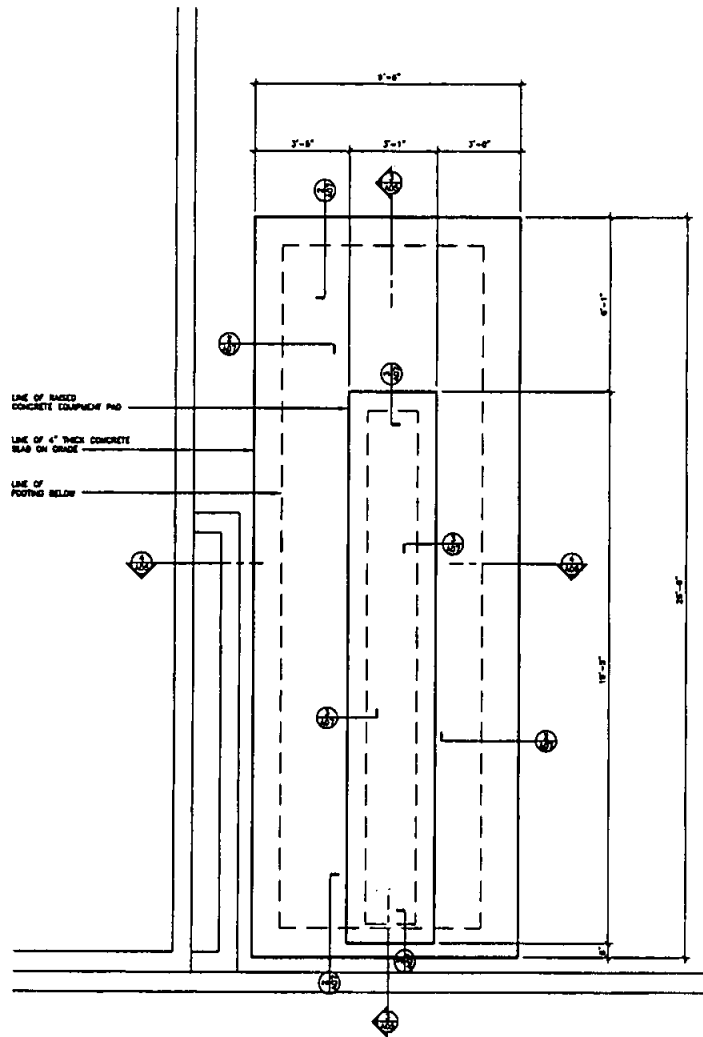
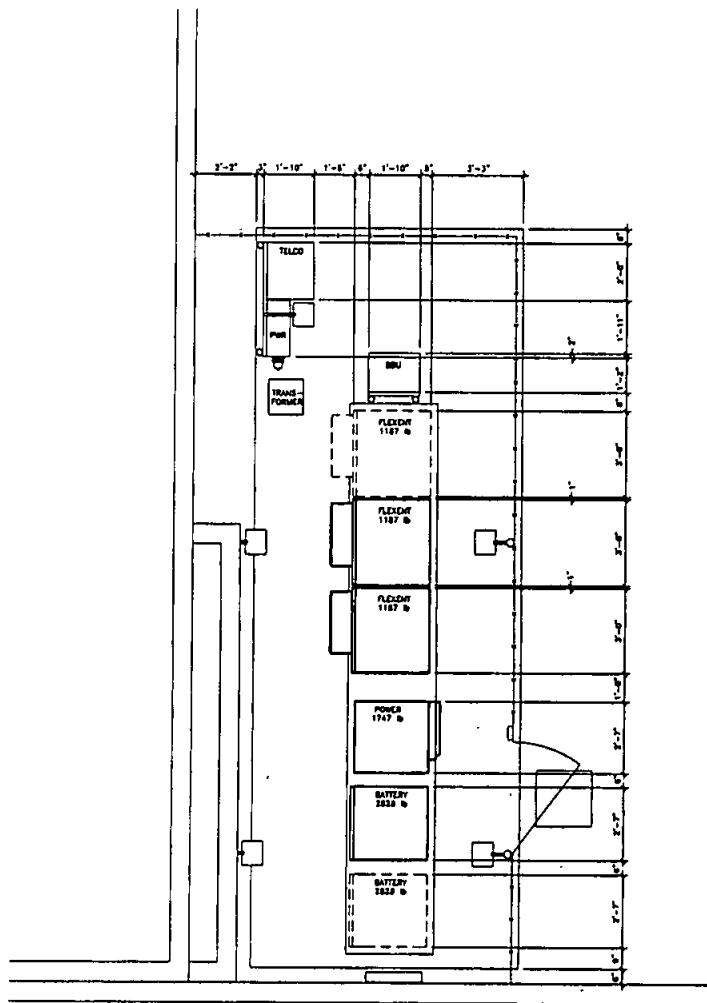
A05

SD05XC2390
N. TORREY PINES
11400 N. TORREY PINES ROAD
LA JOLLA, CA 92037
ELEVATIONS AND SECTIONS AT EQUIPMENT



ARCHITECT
Di Donato Associates
11400 N. TORREY PINES ROAD
LA JOLLA, CA 92037
TEL: 619.451.1111
WWW.DONATOASSOCIATES.COM
6122.14

DIRECTOR OF CONSTRUCTION



EQUIPMENT PLAN

SCALE: 1/2"=1'-0" 1

FOUNDATION PLAN

SCALE: 1/2"=1'-0" 2

ISSUE DATES			
1	REV/DATE	2	REV/DATE
3	REV/DATE	4	REV/DATE
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99	REV/DATE	100	REV/DATE

A06

10/25/2000

PAGE 0002 OF 0002

8005X02380
N. TORREY PINES
11400 N. TORREY PINES ROAD
LA JOLLA, CA 92037
EQUIPMENT PLAN
FOUNDATION PLAN

APPLICANT
Sprint.
Sprint PCS

PROJECT
DA
Di Donato
Associates
1000 WEST 10TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.0000 • FAX: 303.733.0000

ENGINEER/CONSULTANT

0122.14

GENERAL:

1. IN CASE OF CONFLICT, SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES AND STANDARD DETAILS.
2. WHERE A DETAIL IS IDENTIFIED AS TYPICAL THE CONTRACTOR SHALL APPLY THIS DETAIL TO EVERY LIKE SITUATION, WHETHER OR NOT THE REFERENCE IS MADE IN EVERY INSTANCE.
3. ALL WORK THAT IS NEITHER SPECIFICALLY NOTED NOR SPECIFICALLY DETAILED, SHALL BE CONSTRUCTED IN ACCORDANCE WITH OTHER SIMILAR WORK SHOWN ON THE DRAWINGS AND/OR WITH TYPICAL DETAILS.
4. DRAWINGS AND SPECIFICATIONS REPRESENT FINISHED STRUCTURE. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SIGNING AND TEMPORARY BRACING. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES AND BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AT ALL TIMES. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE ENGINEER SHALL NOT INCLUDE INSPECTION OF SUCH VEHICLES.
5. ALL WORK SHALL CONFORM TO THE URBAN STANDARDS OF THE 1997 LATEST BUILDING CODES AND ADOPTED BY THE LATEST ORDINANCE OF THE CITY OF OAKLAND, AND OTHER REGULATIONS. AGREEMENTS CONCERNING AUTHORITY OVER ANY PORTION OF WORK.
6. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY SITE CONDITIONS NOT REFLECTED ON THE DRAWINGS OR DIFFERENT FROM THE INDICATED MATERIALS/STRENGTHS, INCLUDING EARTH HEIGHT, CONTACT IN CANALS, ADVERSE SOIL CONDITIONS, ETC.
7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK, AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
8. OPENINGS, POCKETS, DRILLS, NOTCHES, TAPERS, ETC. SHALL NOT BE PLACED IN STRUCTURAL ELEMENTS UNLESS SPECIFICALLY INDICATED OR APPROVED BY THE ENGINEER.
9. TYPICAL BASIC DESIGN LOADS: CLIMATE:
VERTICAL LOADS:
ROOF LOADS: DEAD + LIVE + WIND, 20 PSF
LATERAL LOADS:
SEISMO: ZONE FOUR, SOIL TYPE PROFILE: S0
WIND: BASIC WIND SPEED = 70 MPH, WIND EXPOSURE: C
10. ONLY CALIFORNIA LICENSED MECHANICAL CONTRACTORS ARE TO UTILIZE THESE DRAWINGS/CONTRACT DOCUMENTS FOR THE PURPOSE OF CONSTRUCTION.
11. THE CONTRACTOR MUST NOT SCALE FROM THESE DRAWINGS. MEASUREMENTS ARE TO BE READ AND/OR MATHEMATICALLY DERIVED FROM THESE DRAWINGS.
12. PLACEMENT OF ALL MEMBERS SHALL BE CONSIDERING WITH RESPECT TO EACH OTHER.
13. PRIOR TO START OF ANY FABRICATION/CONSTRUCTION, THE CONTRACTOR SHALL READ THE WHOLE DRAWINGS, REVIEW THEM THOROUGHLY, AND RAISE ANY QUESTION / COMMENT ON ANY AREA WHERE THE DRAWINGS MAY BE UNCLEAR.

FOUNDATION:

1. FOOTING EXCAVATIONS SHALL BE KEPT FREE FROM LOOSE MATERIAL, AND STANDING WATER. PRIOR TO POURING CONCRETE, EXCAVATIONS SHALL BE CHECKED AND APPROVED BY THE ARCHITECT AND BUILDING OFFICIAL.
2. SUBMIT COMPACTION TEST REPORTS FOR ALL FILL BY A QUALIFIED TESTING LAB TO ARCHITECT AND BUILDING OFFICIAL PRIOR TO REQUESTING FOUNDATION INSPECTION. LOOSE AND FILL SOILS SHALL BE COMPACTED TO A MINIMUM OF 90% OF THE MARIAN SOIL DENSITY.
3. CONTRACTOR SHALL PROVIDE FOR DE-WATERING OF EXCAVATIONS FROM SURFACE ON RELEASE DATE.
4. THE MAXIMUM ALLOWABLE SOIL BEARING PRESSURE SHALL BE 1,000 PSF.
5. BOTTOM OF FOOTINGS SHALL BE EMBEDDED AT LEAST 18 INCHES BELOW THE LOWEST ADJACENT GRADE.
6. FOOTING ELEVATIONS INDICATED ARE ASSUMED TO BE IN SUITABLE BEARING SOIL. THE ACTUAL ADEQUACY OF THE BEARING SOIL SHALL BE DETERMINED, AND IF NECESSARY, LOWERS AS DIRECTED BY THE ARCHITECT AND BUILDING OFFICIAL, PRIOR TO PLACING ANY REINFORCEMENT.
7. ALL FOOTINGS SHALL BE POURED AGAINST EXCAVATED SOIL; DO NOT FORM FOOTINGS BELOW GRADE.

REINFORCING STEEL:

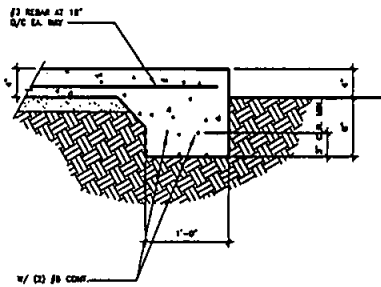
1. DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS SHALL BE IN ACCORDANCE WITH THE A.C.I. MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (A.C.I. 318).
2. BAR SUPPORTS SHALL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS OF "BAR SUPPORT SPECIFICATIONS" BY THE CONCRETE REINFORCING STEEL INSTITUTE (C.R.S.I.).
3. ALL REINFORCING BAR BENCHES SHALL BE MADE COLD.
4. REINFORCING BARS SHALL CONFORM ASTM A615-60 GRADE 60 EXCEPT #3 AND #4 BARS SHALL BE GRADE 40.
5. NO SPLICING OF BARS IS PERMITTED. ALL BARS SHALL BE FURNISHED IN SINGLE CONTINUOUS PIECES.
6. SUBMIT SHOP DRAWINGS TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO ANY FABRICATION.
FIELD VERIFY EXISTENCE OF ANY PORT TIEING/ING TIEING/ING AND - FIELD VERIFY LOCATION OF SUCH TIEING/ING AND - FIELD VERIFY RESULTS OF ANY FIELD TIEING/ING AND PROPOSED WORK TO ENGINEER FOR REVIEW AND APPROVAL.
THE FOLLOWING IS A SUMMARY OF PREPARATION AND INSTALLATION IN SOLID CONCRETE:
1) DRILL PROPER BLEED HOLE.
2) REMOVE DUST FROM HOLE WITH OIL-FREE COMPRESSED AIR.
3) CLEAN WITH WYDEN BRUSH AND BLOW OUT REMAINING DUST (DO NOT USE WIRE BRUSH).
4) PRIOR TO INJECTION, DISCHARGE APPROXIMATELY ONE FLUID OUNCE OF EPOXY. EPOXY MUST BE UNIFORM IN COLOR.
5) INSERT THE TOOL HOZZLE AND FILL BOTTOM OF THE HOLE AND FILL THE HOLE TO 1/2 THE HOLE DEPTH.
6) INSERT THE THREADED DOWEL SLOWLY BY HAND INTO THE BOTTOM OF THE HOLE USING A SLOW TWISTING MOTION.
7) AFTER A MINIMUM OF 3 HOURS INITIAL AND FORTHER FUTURE USING A MAXIMUM TWISTING TORQUE AS SPECIFIED IN THE L.C.B.D. REPORT.
8) DO NOT LOAD THE DOWEL UNTIL A MINIMUM OF 24 HOURS HAS ELAPSED SINCE TWISTING THE DOWEL.

CONCRETE:

1. CLIENT SHALL CONFORM TO ASTM 1180, TYPE 6.
2. AGGREGATE SHALL CONFORM TO ASTM C33 FOR HARD ROCK CONCRETE. AGGREGATE SIZE SHALL BE 3/4".
3. READY MIX CONCRETE SHALL BE USED AND DELIVERED IN ACCORDANCE WITH ASTM C14.
4. APPROXIMATE DRY DENSITY SHALL BE 145 PCF FOR HARD ROCK CONCRETE. CONCRETE SHALL BE HARD ROCK.
5. ADMIXTURES MAY BE USED WITH THE PRIOR APPROVAL OF THE ENGINEER. ADMIXTURES SHALL NOT REDUCE COMPRESSIVE STRENGTH. MINIMUM COMPRESSIVE STRENGTH OF THE CONCRETE/ADDMIXTURE SHALL NOT BE USED.
6. CONCRETE TESTS SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY AND MONITORED BY THE ENGINEER. TEST RESULTS SHALL BE STAMPED AND SIGNED BY A C.E. ENGINEER CURRENTLY REGISTERED IN CALIFORNIA.
MEASURES TO MINIMIZE ALKALI-SILICA REACTIVITY (ASR) SHALL BE CONSIDERED IN THE MIX DESIGN SUCH AS USE OF LOW-ALKALI CEMENT, USE OF ASTM C-618 CLASS FLY ASH, USE OF LITHIUM-BASED SOLUTIONS, AND POSSIBLE USE OF NON-REACTIVE (INACTIVE) AGGREGATES.
7. MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS: 2,800 PSI
8. WHERE NO ADMIXTURES ARE USED, SLUMP SHALL NOT EXCEED 7" FOR SLABS ON GRADE AND 4" FOR ALL OTHER CONCRETE WORK.
9. REVIEW THE ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, DRAWINGS FOR ALL SLOTTES, SLEETS, HOLES, GROOVES, DIMENSIONS, ETC. TO BE CUTTER IN CONCRETE AND FOR EXTENT OF DEPRESSIONS, ETC.
10. NO CONDUITS OR PIPES PLACED IN THE SLAB SHALL HAVE AN OUTSIDE DIAMETER GREATER THAN 1/2" OF THE SLAB THICKNESS. NO CONDUITS OR PIPES SHALL BE PLACED IN A SLAB THAT IS LESS THAN 3.17" THICK. EXCEPT FOR LOCAL EFFECTS, MINIMUM CLEAR DISTANCE BETWEEN CONDUITS AND PIPES PLACED IN CONCRETE SHALL BE 6".
11. PROTECTING CORNERS OF SLAB, BEAMS, WALLS, COLUMNS, ETC. SHALL BE FORMED WITH A 3/4" CHAMFER.
12. ALL FORMWORK MUST BE CLEANED, INSPECTED AND APPROVED PRIOR TO PLACING REINFORCEMENT. ALL REINFORCEMENT ANCHORS BOLTS AND BOLTS TO BE SECURED IN PLACE PRIOR TO POURING CONCRETE.
13. CURING COMPOUND USED ON CONCRETE THAT IS TO RECEIVE A FRESH TILE FRESH SHALL BE APPROVED BY THE ARCHITECT IN ADVANCE.
14. CONTRACTOR SHALL SUBMIT JOINT LAYOUT FOR CONCRETE WORK TO BE APPROVED BY THE ENGINEER PRIOR TO FABRICATION OF REINFORCED BARS. JOINTS FOR INTERIOR SLABS ON GRADES SHALL NOT BE SPACED MORE THAN 16' IN ANY DIRECTION.
15. REINFORCING STEEL SHALL HAVE A 3" CONCRETE COVER. THE ABOVE COVER VALUE SHOULD NOT BE EXCEEDED BY MORE THAN 20%.
16. DOWELS FROM FOOTINGS AND SUPPORTS SHALL MATCH IN SIZE AND SPACING THE REINFORCEMENT OF WALLS AND COLUMNS.
17. PRIOR TO BRACING, SHUTTLING, COILING OR ALTERING ANY EXISTING CONCRETE, THE CONTRACTOR SHALL:
- FIELD VERIFY EXISTENCE OF ANY PORT TIEING/ING TIEING/ING AND - FIELD VERIFY LOCATION OF SUCH TIEING/ING AND - FIELD VERIFY RESULTS OF ANY FIELD TIEING/ING AND PROPOSED WORK TO ENGINEER FOR REVIEW AND APPROVAL.
18. ALL CONCRETE SHALL BE POURED MONOLITHICALLY.
WHERE SPECIFICALLY INDICATED ON THE PLANS, COLD JOINTS SHALL BE TREATED AS FOLLOWS:
- ROUGHEN CONTACT SURFACE TO A MINIMUM OF 3/4" AVERAGE;
- SAND BLAST CONTACT SURFACE SLAB;
- APPLY AN APPROVED BONDING AGENT AFTER ANY DRYING IS DONE AND JUST PRIOR TO POURING FRESH CONCRETE.

MASONRY - TWO SPECIAL INSPECTIONS

1. CONCRETE BLOCK UNITS SHALL BE MINIMUM HEIGHT AND CONFORM TO ASTM C90, GRADE "N" OPEN END UNITS SHALL BE DOUBLE SOLE.
2. PROVIDE DEEP CUT RIBBON BEAM UNITS WHERE HORIZONTAL REINFORCEMENT OCCURS.
3. BLOCKS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1,800 PSI.
4. MATERIALS SHALL CONFORM TO THE FOLLOWING U.S.S. STANDARDS:
A) AGGREGATE:
ASTM C 144, AGGREGATE FOR MASONRY MORTAR
ASTM C 684, AGGREGATE FOR MASONRY GROUT
B) PORTLAND CEMENT:
STANDARD C 151-11, MASONRY CEMENT
STANDARD C 111-14, MORTAR CEMENT
STANDARD C 110-14, GROUT CEMENT
C) LIME:
STANDARD C 111-13, HYDRATED LIME FOR MASONRY PURPOSES
5. MORTAR SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1,800 PSI AFTER 28 DAYS, RECOMMENDED USING PROPORTIONS BY VOLUME:
PORTLAND CEMENT : 1 PART
SAND (BASED ON SAND LOOSE CONDITION) : 3 PARTS
LIME : 3/8 PART
6. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,000 PSI AFTER 28 DAYS, RECOMMENDED USING PROPORTIONS BY VOLUME:
PORTLAND CEMENT : 1 PART
SAND (BASED ON SAND LOOSE CONDITION) : 3 PARTS
SAND (BASED ON SAND LOOSE CONDITION) : 3 PARTS
7. MASONRY SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1,800 PSI AFTER 28 DAYS, (F_m = 1,800 PSY/IN SHALL BE DETERMINED IN ACCORDANCE WITH SECTION 3106.3.3 ITEM (1) & (2) OF THE U.S.C.
8. ATTACHING WALLS AND WALLS BELOW GRADE SHALL BE GROUDED SOLE.
9. ALL CELLS CONTAINING REINFORCEMENT SHALL BE GROUDED SOLE.
10. LIFTS SHALL NOT EXCEED 6' IN HEIGHT. CLEAN-OUT HOLES SHALL BE PROVIDED AT THE BASE OF ALL GROUDED CELLS FOR POURS OVER 6' IN HEIGHT.
11. GROUT CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE POUR 12" BELOW THE TOP OF THE UPPERMOST UNIT.
12. IMMEDIATELY AFTER GROUTING, CONCRETE GROUT USING MEDICAL INSULATING EQUIPMENT. RECORDS WILL NOT BE ACCEPTED.
13. CONSTRUCTION SHALL FOLLOW THE RUNNING (SOMETIMES REFERRED TO AS "TOMBING") BOND BEARING UNITS SHALL BE STAGGERED.
14. REINFORCEMENT SHALL HAVE A MINIMUM COVER OF 3" (THICKNESS OF UNIT WALL SHALL BE INCLUDED IN COMPUTING THE COVER).

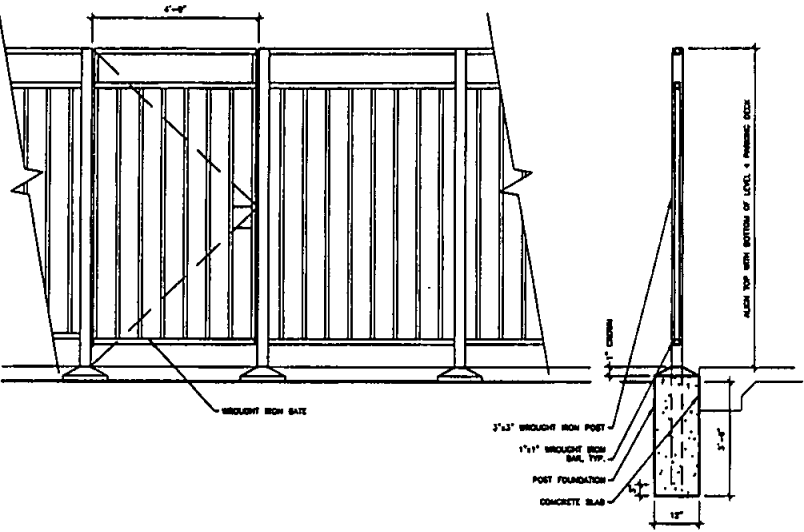


FOUNDATION DETAIL

SCALE: 1 1/2"=1'-0"

EQUIPMENT PAD DETAIL

SCALE: 1 1/2"=1'-0"



WROUGHT IRON FENCE AND GATE DETAIL

SCALE: 3/4"=1'-0"

GENERAL NOTES AND SPECIFICATIONS

NTS 1

CHARACTER/CONTRACT UNIT

PROJECT

APPROVAL

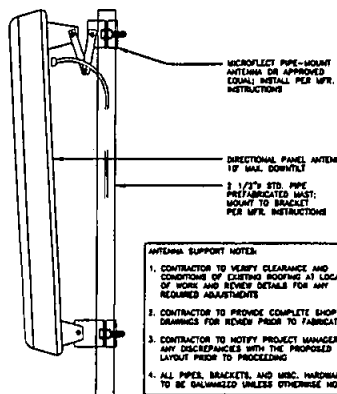
DA
Dr. Donato
Associates
ARCHITECTS
11400 S. BERRY AVE. SUITE 100
OAKLAND, CA 94621
TEL: (916) 835-1100 FAX: (916) 835-1101

Sprint
Sprint PCS

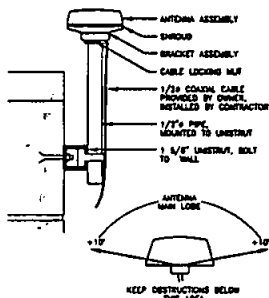
8005K2C380
N. TORREY PINES
11400 S. BERRY AVE. SUITE 100
OAKLAND, CA 94621
DETAILS

ISSUE DATES			
DATE	BY	REVISION	DATE

A07
8005K2C380
Rev. 002 11-11 11/11/11



- ANTENNA SUPPORT NOTES:
1. CONTRACTOR TO VERIFY CLEARANCE AND CONDITIONS OF EXISTING ROOFING AT LOCATION OF WORK AND REVIEW DETAILS FOR ANY REQUIRED ADJUSTMENTS
 2. CONTRACTOR TO PROVIDE COMPLETE SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION
 3. CONTRACTOR TO NOTIFY PROJECT MANAGER OF ANY DISCREPANCIES WITH THE PROPOSED LAYOUT PRIOR TO PROCEEDING
 4. ALL PIPES, BRACKETS, AND USC. HARDWARE TO BE GALVANIZED UNLESS OTHERWISE NOTED



- NOTE:
1. ALL ANTENNA AND COAXIAL ANTENNA CABLES TO BE FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
 2. GPS ANTENNA TO BE MOUNTED W/ BASE FLUSH W/ PARAPET

ANTENNA MOUNTING DETAIL

SCALE: 1 1/2"=1'-0"

1

GPS ANTENNA MOUNTING DETAIL

SCALE: 3"=1'-0"

2

NOT USED

NTS

3

NOT USED

NTS

4

NOT USED

NTS

7

NOT USED

NTS

5

NOT USED

NTS

6

NOT USED

NTS

8

FORNEX ASSOCIATES

FORNEX

FORNEX

Di Donato ASSOCIATES

Sprint.

SD35X/C2390

N. TORREY PINES

11400 N. TORREY PINES ROAD
LA JOLLA, CA 92037

DETAILS

ISSUE DATES			
1	DATE	BY	REVISION
2	DATE	BY	REVISION
3	DATE	BY	REVISION
4	DATE	BY	REVISION
5	DATE	BY	REVISION
6	DATE	BY	REVISION
7	DATE	BY	REVISION
8	DATE	BY	REVISION

A08

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A08 08/11/11 11:11 AM

2. PROVIDE A METTER BASE PER LOCAL UTILITY STANDARDS MOUNT ON ELECTRICAL PANEL SUPPORT FRAME

3. UNDERGROUND CONDUIT SHALL BE RIGID POLYVINYL CHLORIDE CONDUIT, SCHEDULE 40, TYPE 1, CONFORMING TO LA ARTICLE 681; WESTERN PLASTICS OR CARLOW MANUFACTURERS. COUPLINGS SHALL BE SLP-ON SOLVENT SEALED T PIPE; SOLVENT, WESTERN TYPE COMPATIBLE WITH PVC DUCT. ALL BENDS SHALL BE "BULK BULKER" TYPE WITH A 24" MINIMUM RADIUS.

6. ALL ABOVE GRADE INTERIOR GROUNDING CONNECTORS SHALL BE DOUBLE-LUG COMPRESSION TYPE. ALL BELOW GRADE AND EXPOSED EXTERIOR GROUNDING CONNECTIONS TO PERMANENT EQUIPMENT AND FIXED BUILDING ELEMENTS SHALL BE CADWELLS TYPE. CARE SHALL BE TAKEN TO REVIEW CONNECTION LOCATIONS AND MATERIAL TYPES.

7. ALL GROUND BARS SHALL BE COATED WITH ANTI-CORROSION AGENT SUCH AS LPS-3 OR AS PER NOTE 5 ABOVE.

8. CONTRACTOR SHALL COORDINATE WITH SITE SURVEY TO LOCATE EXISTING UNDERGROUND UTILITIES. WHEREVER POTENTIAL CONFLICT

CONTACT LOCAL UTILITY COMPANY

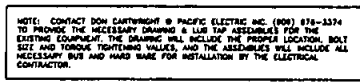
EN ELECTRICAL NOTES

-  DISCONNECT SWITCH
-  GROUND ROD
-  METER BASE
-  JUNCTION BOX
-  SPECIAL RECEPTACLE
AS NOTED
-  SWITCH
-  FUSE
-  SURGE ARRESTOR

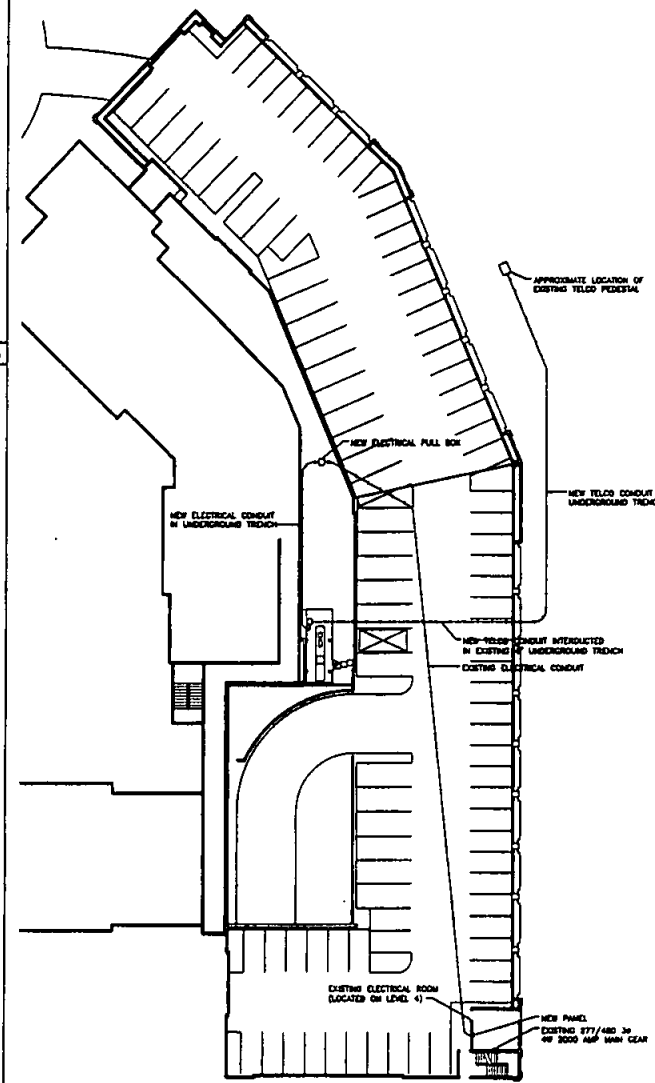
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RENTAL FEE					
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\$0.00		1300	3700	6600	8300
\$0.00		1300	3800	6800	8600
\$0.00		2700	4100	8100	9800
\$0.00		3000	4400	8400	9800
\$0.00		3300	4800	9000	11000

1

* Replaces factory installed circuit breakers with industrial rating.

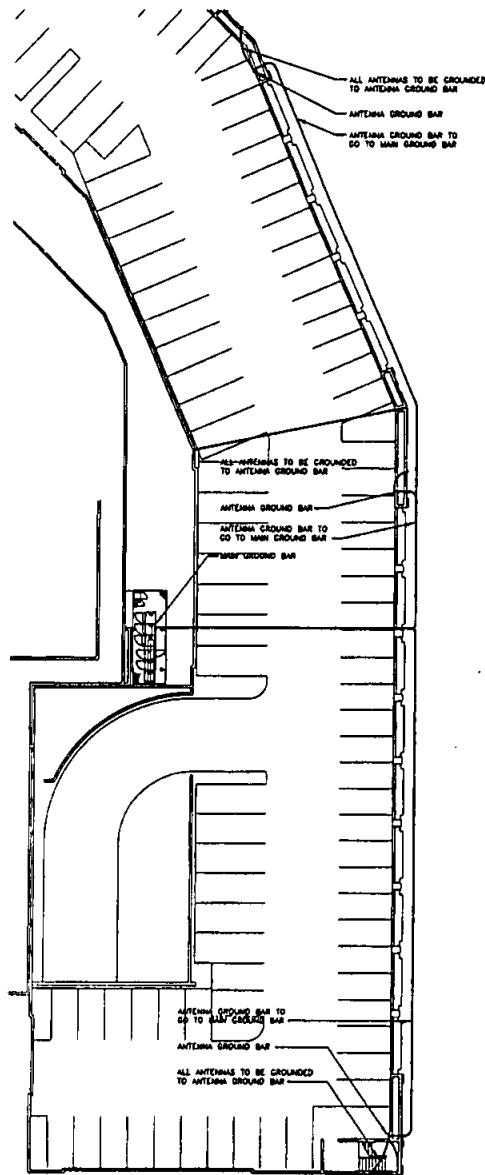


Abstract



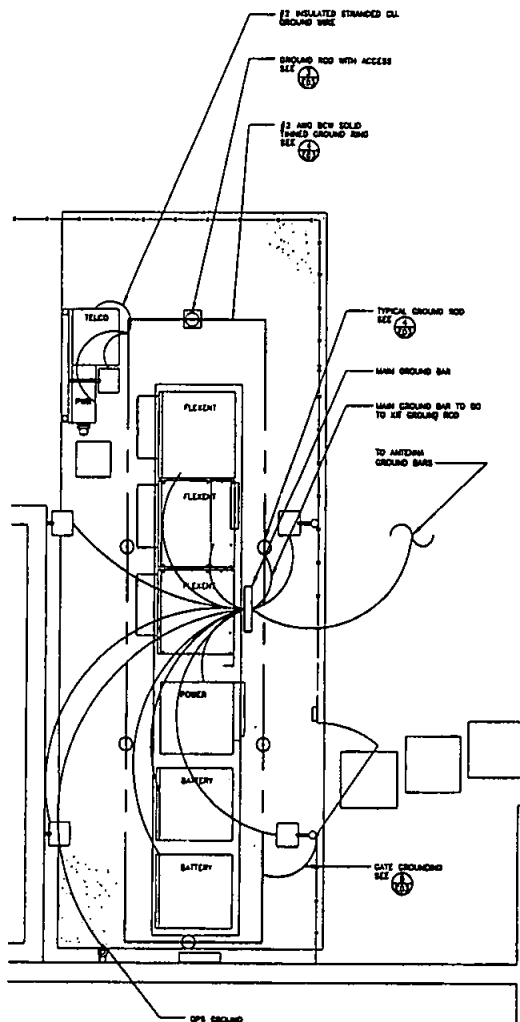
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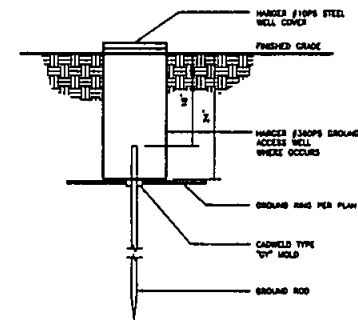
EQUIPMENT PROTECTION GROUNDING PLAN

SCALE: 1/16"=1'-0" 1



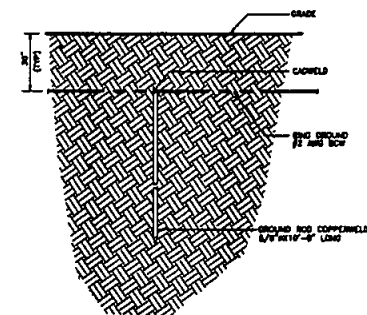
ANTENNA PROTECTION GROUNDING PLAN

SCALE: 1/32"=1'-0" 2



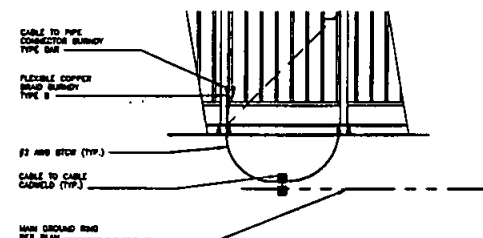
EQUIPMENT PROTECTION GROUNDING TEST WELL

NTS 3



EQUIPMENT PROTECTION GROUNDING ROD

NTS 4



- NOTE:
1. FLEXIBLE BAND JUMPER SHALL BE MOUNTED SO THAT IT WILL NOT BE SUBJECTED TO SWAGING STRAIN UNDER TENSION IN EITHER DIRECTION.
 2. 1/2" IPS STEEL AND ONE END OF THE FLEXIBLE BAND JUMPER (BURIED TYPE 80) IS JOINED TO THE FENCE POST WITH A (BURIED TYPE 80) GROUND CONNECTION. THE OTHER END OF THE JUMPER IS CONNECTED TO THE GATE WITH A (BURIED TYPE 80) CONNECTOR. TYPICAL 2 PLACES.

GATE GROUNDING

NTS 5

UNCLASSIFIED/NOFORN

PROJECT

Di Donato Associates
ARCHITECTS
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SUITE 100
JANUARY 1993
11408 N. TORREY PINES ROAD
SUITE 100
JANUARY 1993

APPLICANT

Sprint.
Sprint PCS

SD38X2380

N. TORREY PINES

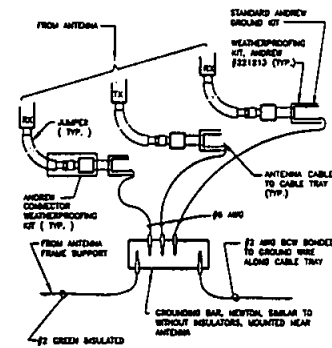
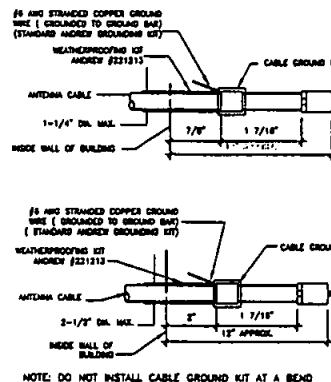
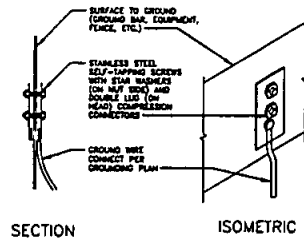
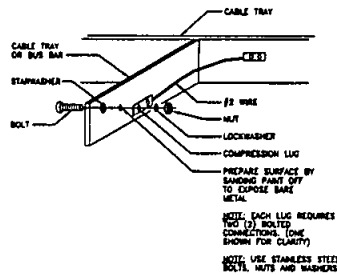
GROUNDING PLAN AND DETAILS

ISSUE DATES

NO.	DATE	BY	REVISIONS
1	11/14/93	SD	ISSUE FOR REVIEW
2	11/14/93	SD	REVISED
3	11/14/93	SD	REVISED

E03

SD38X2380
Plot Size: 11" x 17" (Sheet 1 of 1)



COMPRESSION LUG GROUNDING

NTS 1

EQUIPMENT GROUND CONNECTION

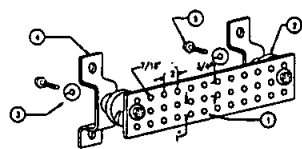
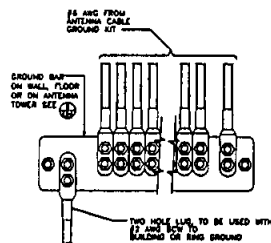
NTS 2

ANTENNA CABLE GROUND KIT

NTS 3

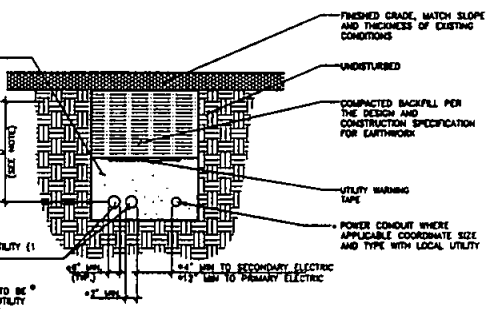
ANTENNA CABLE GROUND

NTS 4



BACKFILL (SAND OR NATIVE SOIL) FOR THE DESIGN AND CONSTRUCTION SPECIFICATION FOR EARTHWORK

NOTE: ENGINEER SHALL DETERMINE DEPTH "D" BASED UPON NATIONAL ELECTRICAL CODE, UTILITY REQUIREMENTS OR STATE AND LOCAL CODES



INSTALLATION OF GROUND WIRE TO GROUND BAR

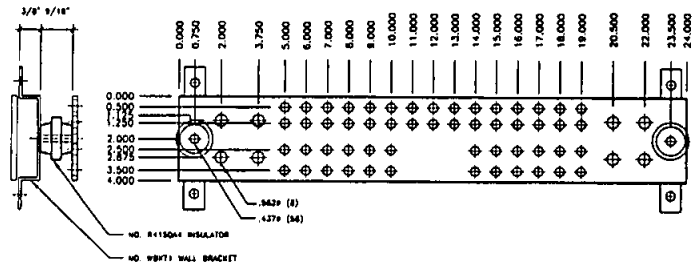
NTS 5

GROUND BAR DETAIL

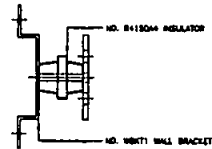
NTS 6

TRENCH DETAIL

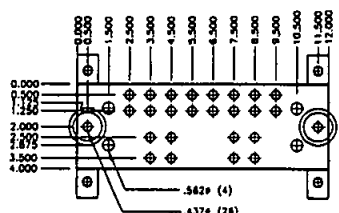
NTS 7



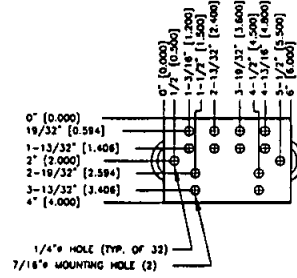
20' GROUND BAR



MANUFACTURER: HARGER



12' GROUND BAR



6' GROUND BAR

GROUND BAR ASSEMBLY

NTS 8

DATE: 11/11/2011

PROJECT

APPENDIX

SDSXC2080

ISSUE DATES

E04

10/30/2011

REVISED

11/11/2011

11/11/2011

11/11/2011

11/11/2011

11/11/2011

11/11/2011

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11/11/2011

11/11/2011

11/11/2011

11/11/2011

DATE: 11/11/2011

PROJECT

APPENDIX

SDSXC2080

ISSUE DATES

E04

10/30/2011

REVISED

11/11/2011

11/11/2011

11/11/2011

11/11/2011

11/11/2011

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11/11/2011

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11/11/2011

11/11/2011

DATE: 11/11/2011

PROJECT

APPENDIX

SDSXC2080

ISSUE DATES

E04

10/30/2011

REVISED

11/11/2011

11/11/2011

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11/11/2011

DATE: 11/11/2011

PROJECT

APPENDIX

SDSXC2080

ISSUE DATES

E04

10/30/2011

REVISED

11/11/2011

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11/11/2011

11/11/2011

DATE: 11/11/2011

PROJECT

APPENDIX

SDSXC2080

ISSUE DATES

E04

10/30/2011

REVISED

11/11/2011

11/11/2011

11/11/2011

11/11/2011

11/11/2011

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11/11/2011

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APPENDIX

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ISSUE DATES

E04

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PROJECT

APPENDIX

SDSXC2080

ISSUE DATES

E04

10/30/2011

REVISED

11/11/2011

11/11/2011

11/11/2011

1

MEMORANDUM OF LEASE

See Memorandum of Lease attached.

RECORDING REQUESTED BY AND)
WHEN RECORDED, RETURN TO)
)
Sprint PCS, LLC)
4693 Chabot Drive, Suite 100)
Pleasanton, CA 94588)
Attn: Property Management)
)

(Space above for Recorder's use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed by and between The Lodge at Torrey Pines Partnership, a California Limited Partnership ("LESSOR") and Sprint PCS Assets, L.L.C., a Delaware limited liability company ("LESSEE").

RECITALS

A. LESSOR and LESSEE have executed that certain Building Lease Agreement ("Lease") dated as of _____, 2000 covering certain premises and related improvements ("Premises") having a street address of 11480 North Torrey Pines Road, La Jolla, State of California, and more particularly described in Attachment 1 attached hereto and incorporated by this reference ("LESSOR's Property").

B. LESSOR and LESSEE desire to record notice of the Lease in the Official Records of San Diego County, California.

NOW, THEREFORE, in consideration of the foregoing and the rents and mutual covenants set forth in the Lease, LESSOR and LESSEE hereby agree and declare as follows:

1. **Demise.** LESSOR has leased and does hereby lease the Premises to LESSEE, and LESSEE has leased and hired and does hereby lease and hire the Premises from LESSOR, all on and subject to the terms, covenants and conditions contained in the Lease together with a right of access to and from the Premises and a right to install utilities over and across LESSOR's Property.

2. **Term.** The term of the Lease ("Term") is five (5) years commencing on the first to occur of (i) LESSOR's receipt of notice from LESSEE (ii) LESSEE's commencement of construction on the Premises or (iii) 12 months after the date of the Lease, which term may be extended for an additional five (5) year period upon written mutual consent of LESSEE and LESSOR.

3. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Memorandum as of the date first above written.

LESSOR

The Lodge at Torrey Pines,
a California Limited Partnership

By: The Lodge at Torrey Pines Partnership
Its: General Partner

By: _____
Name: David L. Cherashore
Title: Partner

LESSEE

Sprint PCS Assets, L.L.C.
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me _____
personally appeared _____, personally known to me
(or proved to me on the bases 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.

WITNESS my hand and official seal.

Signature: _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me _____
personally appeared _____, personally known to me
(or proved to me on the bases 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.

WITNESS my hand and official seal.

Signature: _____ (Seal)

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

ATTACHMENT I
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

A Leasehold Interest in and to:

Those portions of Pueblo Lots 1330 and 1331 of the Pueblo Lands of San Diego California, according to Map thereof made by James Pascoe in 1870, a copy of said map being filed in the Office of the County Recorder of San Diego County, and is known as Miscellaneous Map No. 36, described as follows:

Beginning at the Northeasterly corner of said Pueblo Lot 1331; thence South $0^{\circ}22'50''$ West along the Easterly line thereof 1155.24 feet; thence leaving said Easterly line, South $89^{\circ}55'53''$ West 115.41 feet to a found lead and disc stamped "LS 4593", the True Point of Beginning, said point being the Northeast corner of that Parcel shown on Record of Survey Map No. 14849, recorded in the Office of the County Recorder on April 13, 1995, as File/Page No. 1995-0155749 of Official Records; thence North $2^{\circ}09'51''$ West (North $0^{\circ}13'28''$ East record per ground lease, City Clerk's Document No. 629873, recorded October 24, 1961 as File/Page No. 184967 of Official Records to be referred to hereinafter as Deed 1; see also City of San Diego Drawing No. 13929-CL) (North $2^{\circ}11'10''$ West record per Exhibit "C" Parcel 3 in the Assignment of Ground Lease recorded July 6, 1990 as File/Page No. 90-367803 of Official Records to be referred to hereinafter as Deed 2); 1533 feet along the Northerly prolongation of the Easterly line of said Record of Survey Parcel; thence leaving said Northerly prolongation of said Easterly line South $87^{\circ}26'43''$ West 268.12 feet; thence South $18^{\circ}34'38''$ West 71.76 feet; thence South $4^{\circ}55'07''$ East 502.68 feet to a found lead and disc stamped "RCE 12725" in a concrete curb, accepted as the Northwest corner of Lot 1 of Sheraton Hotel at Torrey Pines Unit No. 2, according to Map thereof No. 12164, recorded August 12, 1988 as File/Page No. 88-399909 of Official Records; thence along the South line of said Deed 1, being also the North line of said Map No. 12164, the following courses: North $82^{\circ}31'26''$ East 42.91 feet (North $82^{\circ}30'36''$ East 42.93 feet per Map No. 12164) and North $82^{\circ}33'15''$ East 402.20 feet (North $84^{\circ}57'03''$ East 402.47 feet per Deed 1) (North $82^{\circ}32'25''$ East per Map No. 12164) to the Southeast corner of said Deed 1, said point being also the Point of Beginning of Deed 2; thence continuing along the Easterly prolongation of said South line of Deed 1, North $82^{\circ}33'15''$ East 121.05 feet (North $82^{\circ}32'25''$ East 120.81 feet more or less per Deed 2) to the Westerly sideline of North Torrey Pines Road (Old Highway 101) 153.00 feet in width per Map No. 12164; thence along said sideline North $9^{\circ}28'03''$ West 210.00 feet to the beginning of a tangent curve, concave Southwesterly having a radius of 200.00 feet, said point being the True Point of Beginning of said Deed 2; thence leaving the sideline of North Torrey Pines Road, Northwesterly along the arc of said curve through a central angle of $46^{\circ}31'57''$ a distance of 162.43 feet; thence tangent to said curve North $56^{\circ}00'00''$ West 155.14 feet (155.67 feet more or less per Deed 2) to a point on a line 68.00 feet Southerly and parallel with the Northerly line of Deed 1; thence along said parallel line South $87^{\circ}32'47''$ West 62.08 feet (South $87^{\circ}31'15''$ West 61.72 feet more or less per Deed 2) to the Easterly line of Deed 1; thence North $2^{\circ}09'51''$ West (North $0^{\circ}13'28''$ East per Deed 1) (North $2^{\circ}11'10''$ West per Deed 2) 68.00 feet to the True Point of Beginning.

The basis of bearings for this description is the center line of North Torrey Pines Road per Map No. 12164, I.E. North $9^{\circ}28'03''$ West.

(ESTATE)

A Leasehold as created by that certain lease dated April 24, 1995, executed by City of San Diego, a municipal corporation, as lessor, and The Lodge at Torrey Pines Partnership, a California Limited Partnership, as lessee, as referenced in the document entitled "Memorandum of Lease", which was recorded June 5, 1995 as File/Page No. 1995-0233518 of Official Records, for the term and upon and subject to all the provisions contained in said document, and in said lease, and as amended by First Amendment to Memorandum of Lease dated March 4, 1996, executed by the City of San Diego, a municipal corporation and the Lodge at Torrey Pines Partnership, a California Limited Partnership and recorded February 28, 2000 as File/Page No. 2000-0098366 of Official Records.

ATTACHMENT 4

1. HOLD HARMLESS AND INDEMNITY

LESSEE agrees to defend by counsel of LESSOR's choice, indemnify, and hold LESSOR and its affiliates, owners, partners, directors, shareholders, officers, employees, agents, successors, and assigns free and harmless from any and all claims asserted or liabilities established for property damage, and for bodily injuries or injuries to any person or persons, including employees of LESSEE and LESSOR and guests of LESSOR, which arise from or are connected with the performance of or failure to perform the work or other obligations of this Lease, and are caused all or in part by LESSEE, its agents or employees, and all actual expenses of investigating and defending same, including actual attorneys' fees and court and other costs incurred; provided, however, that this indemnification and hold harmless clause shall not include any claim arising solely from the gross negligence or willful misconduct of LESSOR, its agents, or employees.

2. TAXES

LESSEE shall be responsible for the payment of any and all federal, state, and municipal taxes which may be imposed or applicable to this Lease and pertaining to the LESSEE's Premises.

3. RULES AND REGULATIONS

LESSEE agrees to comply with the property's rules and regulations as determined by LESSOR in its sole discretion. LESSOR reserves the right to modify or amend its rules and regulations from time to time, and LESSEE agrees to comply with such modified or amended rules and regulations. Notwithstanding the foregoing, LESSEE shall not be bound by any rules or regulations or modifications thereto which are inconsistent with or in any material respect impair the rights and protections provided to LESSEE under this Lease, including but not limited to LESSEE's full exercise of its rights of use, access and non-interference set forth in Section 3 of the Lease.

4. DAMAGE

LESSEE is responsible for any damage or destruction to the property of LESSOR caused by LESSEE or its employees or agents, ordinary wear and tear excepted.

5. LOSS

LESSOR is not liable for loss, theft, or damage to property belonging to LESSEE.

6. RELATIONSHIP OF PARTIES

The relationship of LESSOR and LESSEE created by this Lease shall be that of independent contractors. LESSEE is not an employee of LESSOR and nothing contained herein shall be construed as constituting a partnership, joint venture or other association between LESSOR and LESSEE.

7. ACCUMULATION OF REMEDIES

No remedy or election hereunder shall be determined exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

8. NOTICES

Whenever LESSOR or LESSEE shall desire to serve notice upon the other, each such notice shall be in writing and served in person or by mailing the same by U.S. registered or certified mail, postage prepaid, return receipt requested, to the address set forth above, or at such other address as LESSOR or LESSEE may notify the other party of in writing from time to time. Every notice hereunder shall be deemed to have been given or served as of the third business day following the date of mailing such notice.

9. CAPTIONS

Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference purposes only and in no way define, limit, extend, or describe the scope of this Lease or any provision hereof nor shall they be used in the interpretation of this Lease.

10. EXECUTION IN COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall constitute one and the same instrument.

11. NUMBER AND GENDER

Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall include the others, and the word "person" shall include any natural person, corporation, firm, partnership joint venture, trust or estate.

12. USE OF "INCLUDING"

In this Lease, the use of the word "including" shall not be deemed to limit the generality of the term or clause to which it has reference, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar impact) is used with reference thereto.

13. REASONABLENESS

Where the terms of this Lease provide for action to be based upon the opinion, judgment, approval, review, or determination of LESSOR or LESSEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

14. TIME OF ESSENCE

Time is of the essence in the performance of each and every provision and condition of this Lease.

15. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between LESSEE and LESSOR pertaining to the subject matter hereof and superseded all prior or contemporaneous understandings, negotiations, discussions, and agreements, whether oral or written, between the parties respecting such subject matter. No supplement, modification, waiver, amendment or termination of this Lease shall be binding unless in writing and signed by both parties hereto.



Subject
Property

-  Lodge at Torrey Pines
-  Torrey Pines Golf Course

Exhibit "A"
1 of 2



1:1800

Vicinity Map



SanGIS
We Have San Diego Covered!

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND. SANGIS DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO, THE LOSS OF PROFITS, REVENUE, OR DATA, ARISING FROM THE USE OF THIS MAP. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION SHOWN ON THIS MAP. This product may contain information from the SanGIS Digital Information System which cannot be reproduced without the written permission of SanGIS. SanGIS is a registered trademark of SanGIS. All rights reserved.

Plot Date: 11/12/02

2.03 acres
(88,564 sq.ft.)

Exhibit "A"
2 of 2



1:1800

Vicinity Map



THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND. THE USER ASSUMES ALL LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSONS. THE USER ASSUMES ALL LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSONS. THE USER ASSUMES ALL LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSONS.

Plot Date: 11/12/02

Bond #1133529591
Premium: \$174,600.00
Premium is based on a
two year term and is
subject to adjustment
based on final contract
price and term.

PERFORMANCE BOND

KNOWN BY ALL THESE MEN PRESENTS: That we, the The Lodge at Torrey Pines Partnership, a California Limited Partnership, as Principal, and Fireman's Fund Insurance Company, a corporation organized and existing under the laws of the State of California, and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of San Diego, as Obligee, in the penal sum of Thirty Five Million Dollars, (\$35,000,000.00), good and lawful money of the United State of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, this performance bond will encompass all work commenced on or after October 30th, 2000, and excludes coverage on any work done to date.

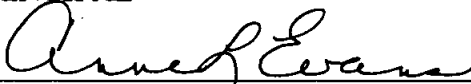
WHEREAS, the above Principal has entered into a certain written Percentage Lease with above-named Obligee, originally filed on the 24th day of April, 1995, for lease of certain real property upon which Principal intends to construct improvements;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above Principal shall faithfully construct and complete the improvements at The Lodge at Torrey Pines embodied in City of San Diego Local Program Amendment 2-98A, in accordance with the plans approved by the Obligee for all loss and damage which Obligee may sustain by reason of the default of the Principal, then this obligation shall be void; otherwise to remain in full force and effect.

Dated this 30th day of October, 2000.

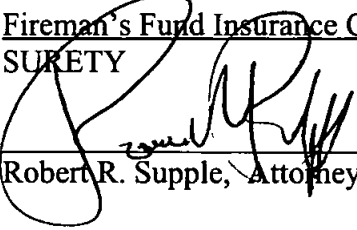
The Lodge at Torrey Pines Partnership,
A California Limited Partnership
PRINCIPAL

By:


Anne L. Evans, Managing General Partner

Fireman's Fund Insurance Company
SURETY

By:


Robert R. Supple, Attorney-In-Fact

NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY

FIREMAN'S FUND INSURANCE COMPANY

ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation. NATIONAL SURETY CORPORATION, an Illinois corporation. THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation. (herein collectively called "the Companies") does each hereby appoint James P. Schabarum II, Jeffrey W. Cavignac, Robert R. Supple or Michael R. Strahan of San Diego, CA

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof-----

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of each of the Companies which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of each of the Companies at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 9th day of November, 1999.



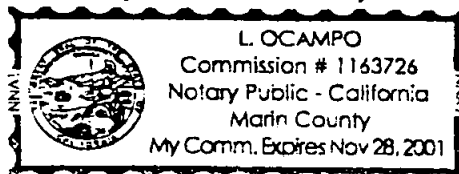
FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

By Donn R. Kolbeck
Vice-President

On this 9th day of November, 1999, before me personally came Donn R. Kolbeck to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

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



CERTIFICATE

L. Ocampo
Notary Public

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 30th day of October, 2000.



Louise E. Cusack
Resident Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On October 30, 2000

Date

, before me, Penny E. Edgell, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

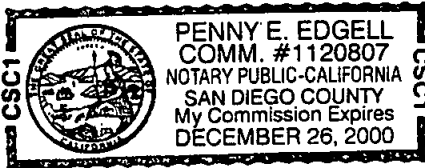
personally appeared Robert R. Supple

Name(s) of Signer(s)

☒ personally known to me

☐ 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.



WITNESS my hand and official seal.

Penny E. Edgell

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

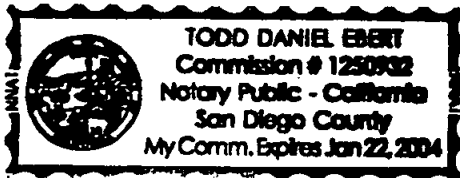
} ss.

On October 27, 2000, before me, Todd Daniel Ebert, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anne L. Evans,
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

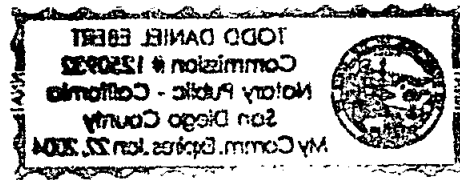
Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here





To be attached to and form a part of Bond No. 11133529591
dated the 30th **day of** October, ~~19~~ XX **2000**, **issued by FIREMAN'S FUND**
INSURANCE COMPANY, as Surety on behalf of The Lodge at Torrey Pines Partnership,
a California Limited Partnership

_____, as Principal in favor of City of San Diego
_____, as Oblige.

WHEREAS, upon the request of the Principal and Obligor the attached bond is hereby amended to add San Diego National Bank, a National Bank Association

_____ as an additional obligees.

PROVIDED, HOWEVER, there shall be no liability under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligor being binding on the other.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 30th day of October, 19 2000

**The Lodge at Torrey Pines Partnership,
a California Limited Partnership**

Anne L. Evans
Anne L. Evans, Managing General Partner

City of San Diego

OBLIGEE NAMED IN BOND

Robert R. Supple, **ATTORNEY-IN-FACT**

NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY

FIREMAN'S FUND INSURANCE COMPANY

ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint James P. Schabarum II, Jeffrey W. Cavignac, Robert R. Supple or Michael R. Strahan of San Diego, CA

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof-----

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of each of the Companies which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of each of the Companies at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 9th day of November, 1999.



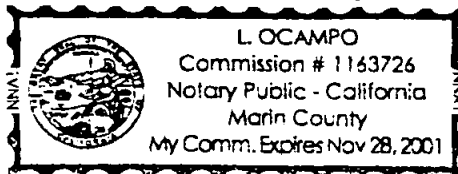
FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

By Donn R. Kolbeck
Vice-President

On this 9th day of November, 1999, before me personally came Donn R. Kolbeck to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

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



L. Ocampo
Notary Public

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

CERTIFICATE

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 30th day of October, 2000.



Louise E. Cusack
Resident Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On October 30, 2000

Date

, before me, Penny E. Edgell, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

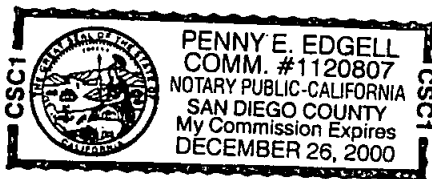
personally appeared Robert R. Supple

Name(s) of Signer(s)

☒ personally known to me

☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Penny E. Edgell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

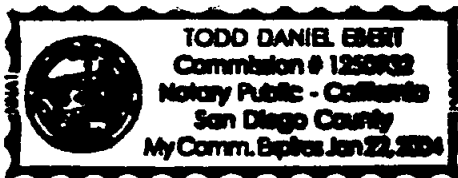
} ss.

On October 27, 2000, before me, Todd Daniel Ebert, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anne L. Evans,
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

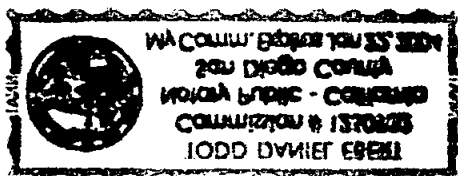
Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

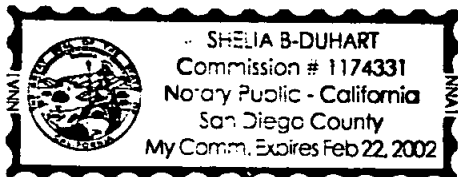


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego
On October 31, 2000 before me, Shelia B. Duhart
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared William T. Griffith
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Shelia B. Duhart
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RECORDING REQUESTED BY:
Chicago Title Company

WHEN RECORDED MAIL TO:

Robert H. Gleason
Evans Hotels
998 West Mission Bay Drive
San Diego, CA 92109

Above space for recorder's use.

SECOND AMENDMENT TO MEMORANDUM OF LEASE

This Second Amendment to Memorandum of Lease ("Second Amendment Memorandum") is made as of October 19, 2000, between the CITY OF SAN DIEGO, a municipal corporation ("Lessor"), and THE LODGE AT TORREY PINES PARTNERSHIP, a California limited partnership ("Lessee"), who, for purposes of recordation and notice, acknowledge, agree, and confirm as follows:

1. LEASE:

- a. The parties executed that certain Percentage Lease, dated April 24, 1995, and filed as Document Number 00-18172 in the Office of the City Clerk, San Diego, California ("Percentage Lease"). A Memorandum of Lease, dated April 24, 1995, was recorded in the Official Records of the San Diego County Recorder's Office on June 5, 1995, as Document Number 1995-0233518.
- b. The Percentage Lease was amended by that certain First Amendment to Percentage Lease, dated March 4, 1996, and filed as Document Number 00-18269 in the Office of the City Clerk, San Diego, California ("First Amendment"). A First Amendment to Memorandum of Lease, dated March 4, 1996, was recorded in the Official Records of the San Diego County Recorder's Office on February 28, 2000, as Document Number 2000-0098366.
- c. The Percentage Lease and First Amendment were amended by that certain Second Amendment to Lease Agreement, dated July 31, 2000, and filed as Document Number RR-293587 in the Office of the City Clerk, San Diego, California ("Second Amendment"). The Percentage Lease, the First Amendment and Second Amendment shall collectively be referred to as the "Lease".

- d. Pursuant to the Lease, Lessor has leased to Lessee and Lessee leased from Lessor that certain real property in the City of San Diego, County of San Diego, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. TERM: The term of the Lease expires on June 4, 2061, subject to Lessee completing certain requirements pursuant to the provisions and conditions of the Lease.

3. DEFINITIONS: Capitalized terms not otherwise defined in this Second Amendment Memorandum shall have the same meanings as defined in the Lease.

4. RECORDATION: This Second Amendment Memorandum is being recorded for the purposes of notice only and is not intended to amend, modify, or otherwise change the provisions and conditions of the Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Second Amendment Memorandum effective as of the date written above.

"LESSOR"

THE CITY OF SAN DIEGO,
a municipal corporation

Date: 10/14/00

By: [Signature]
City Manager

APPROVED AS TO FORM AND
LEGALITY

Casey Gwinn, City Attorney

Date: 10/23/00

By: [Signature]
Deputy City Attorney

"LESSEE"

THE LODGE AT TORREY PINES
PARTNERSHIP, a California limited
partnership

Date: 10-17-00

By: [Signature]
Anne L. Evans, Trustee of The Anne
L. Evans Family Trust under
Declaration of Trust dated July 22,
1999
Managing General Partner

COUNTY OF SAN DIEGO)

WITNESS my hand and official seal

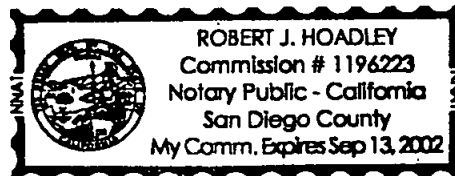
A rectangular notary seal stamp. On the left is a circular emblem featuring a landscape with a sun, mountains, and water, surrounded by the words "NOTARY PUBLIC" and "STATE OF CALIFORNIA". To the right of the emblem, the text reads: "SHELIA B-DUHART", "Commission # 1174331", "Notary Public - California", "San Diego County", and "My Comm. Expires Feb 22, 2002".

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On OCTOBER 17, 2000, before me, ROBERT J. HOADLEY, personally appeared ANNE L. EVANS, personally known to me (or 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.

WITNESS my hand and official seal


Signature



(This area for official notarial seal)

FEB 28, 2000 1:20 PM

RECORDING REQUESTED BY:
Chicago Title Company

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 23.00

WHEN RECORDED RETURN TO:
Robert H. Gleason
Evans Hotels
998 West Mission Bay Drive
San Diego, CA 92109

4027



2000-0098366

FIRST AMENDMENT TO MEMORANDUM OF LEASE

1-001
This First Amendment to Memorandum of Lease ("First Amendment") is made as of March 4, 1996 between the CITY OF SAN DIEGO, a municipal corporation ("Lessor"), and THE LODGE AT TORREY PINES PARTNERSHIP, a California limited partnership ("Lessee"), who, for purposes of recordation and notice, acknowledge, agree, and confirm as follows:

1. LEASE:

- a. The parties executed that certain Percentage Lease, dated April 24, 1995 and filed as Document Number 00-18172 in the Office of the City Clerk, San Diego, California ("Percentage Lease"), under which Lessor leased to Lessee and Lessee leased from Lessor that certain real property in the City of San Diego, County of San Diego, State of California, described in Exhibit A (consisting of one page), attached hereto and incorporated herein by this reference. A Memorandum of Lease, dated April 24, 1995, was recorded in the Official Records of the San Diego County Recorder's Office on June 5, 1995 as Document Number 1995-0233518.
- b. The Lease was amended by that certain First Amendment to Percentage Lease, dated March 4, 1996 and filed as Document Number 00-18269 in the Office of the City Clerk, San Diego, California ("Lease Amendment"). The Percentage Lease and the Lease Amendment shall collectively be referred to as the "Lease."

2. AMENDMENT TO LEGAL DESCRIPTION OF LEASED PREMISES: Lessor and Lessee have executed that certain First Amendment to Lease, dated March 4, 1996 and filed as Document Number 00-18269 in the Office of the City Clerk, San Diego, California, under which Lessor has leased to Lessee and Lessee has leased from Lessor, in addition to that property described in the Lease, certain additional real property in the City of San Diego, County of San Diego, California, which is hereby deemed to be included in the Lease's definition of "Premises." The revised description of the Lease's Premises is more particularly described in Exhibit B (consisting of two pages), attached hereto and incorporated herein by this reference.

This Instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

3. DEFINITIONS: Capitalized terms not otherwise defined in this First Amendment shall have the same meanings as defined in the Lease.
4. RECORDATION: This First Amendment is being recorded for the purposes of notice only and is not intended to amend, modify, or otherwise change the provisions and conditions of the Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this First Amendment effective as of the date written above.

"LESSOR"

THE CITY OF SAN DIEGO,
a municipal corporation

Date: 1/12/00

By: [Signature]
City Manager

APPROVED AS TO FORM AND LEGALITY
Casey Gwinn, City Attorney

Date: 2/11/00

By: [Signature]
Deputy City Attorney

"LESSEE"

THE LODGE AT TORREY PINES PARTNERSHIP,
a California limited partnership

Date: 1-25-00

By: [Signature]
Anne L. Evans,
Managing General Partner

EXHIBIT A

LEGAL DESCRIPTION

All those portions of Pueblo Lots 1330 and 1331 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to map thereof made by James Pascoe in 1870, a copy of which map was filed in the Office of the County Recorder of San Diego County, November 14, 1921, as Miscellaneous Map No. 36, more particularly described as follows:

Commencing at the Northeast corner of Pueblo Lot 1331, which corner is the common corner of Pueblo Lots 1330, 1331, 1333, and 1334; thence South $00^{\circ}22'50''$ West, 1155.24 feet; thence South $89^{\circ}55'53''$ West, 115.41 feet to the TRUE POINT OF BEGINNING; thence continuing South $89^{\circ}55'53''$ West, 277.68 feet; thence South $05^{\circ}03'32''$ East, 553.00 feet; thence North $84^{\circ}57'03''$ East, 402.47 feet; thence North $07^{\circ}05'02''$ West, 96.61 feet to the beginning of tangent 168.13-foot radius curve, concave Southwesterly; thence Northerly and Northwesterly along the arc of said curve through a central angle of $29^{\circ}13'53''$, a distance of 85.78 feet; thence tangent to said curve, North $36^{\circ}18'55''$ West, 148.40 feet to the beginning of a tangent 212.00-foot radius curve, concave Northeasterly; thence Northwesterly and Northerly along the arc of said curve through a central angle of $36^{\circ}32'23''$, a distance of 135.20 feet; thence North $00^{\circ}13'28''$ East, 94.72 feet returning to the TRUE POINT OF BEGINNING.

Drawing 13929-CL / Job 220592 / P. Crawford

This Instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

EXHIBIT B

LEASE PARCEL
LEGAL DESCRIPTION

THOSE PORTIONS OF PUEBLO LOTS 1330 AND 1331 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF SAID MAP BEING FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PUEBLO LOT 1331; THENCE SOUTH $0^{\circ}22'50''$ WEST ALONG THE EASTERLY LINE THEREOF 1155.24 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH $89^{\circ}55'53''$ WEST 115.41 FEET TO A FOUND LEAD AND DISC STAMPED "LS 4593", THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THAT PARCEL SHOWN ON RECORD OF SURVEY MAP NO. 14849, RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON APRIL 13, 1995, FILE NO. 95-155749, O.R.; THENCE NORTH $2^{\circ}09'51''$ WEST (NORTH $0^{\circ}13'28''$ EAST RECORD PER GROUND LEASE, CITY CLERK'S DOCUMENT NO. 629873, RECORDED OCTOBER 24, 1961 AS FILE NO. 184967, O.R., TO BE REFERRED TO HEREINAFTER AS DEED 1; SEE ALSO CITY OF SAN DIEGO DRAWING NO. 13929-CL) (NORTH $2^{\circ}11'10''$ WEST RECORD PER EXHIBIT "C" PARCEL 3 IN THE ASSIGNMENT OF GROUND LEASE RECORDED JULY 6, 1990 AS FILE NO. 90-367803, O.R., TO BE REFERRED TO HEREINAFTER AS DEED 2); 15.33 FEET ALONG THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID RECORD OF SURVEY PARCEL; THENCE LEAVING SAID NORTHERLY PROLONGATION OF SAID EASTERLY LINE SOUTH $87^{\circ}26'43''$ WEST 268.12 FEET; THENCE SOUTH $18^{\circ}34'38''$ WEST 71.76 FEET; THENCE SOUTH $4^{\circ}55'07''$ EAST 502.68 FEET TO A FOUND LEAD AND DISC STAMPED "RCE 12725" IN A CONCRETE CURB, ACCEPTED AS THE NORTHWEST CORNER OF LOT 1 OF SHERATON HOTEL AT TORREY PINES UNIT NO. 2, ACCORDING TO MAP THEREOF NO. 12164, RECORDED AUGUST 12, 1988 AS FILE NO. 88-399909, O.R.; THENCE ALONG THE SOUTH LINE OF SAID DEED 1, BEING ALSO THE NORTH LINE OF SAID MAP NO. 12164, THE FOLLOWING COURSES: NORTH $82^{\circ}31'26''$ EAST 42.91 FEET (NORTH $82^{\circ}30'36''$ EAST 42.93 FEET PER

MAP NO. 12164) AND NORTH $82^{\circ}33'15''$ EAST 402.20 FEET (NORTH $84^{\circ}57'03''$ EAST 402.47 FEET PER DEED 1) (NORTH $82^{\circ}32'25''$ EAST PER MAP NO. 12164) TO THE SOUTHEAST CORNER OF SAID DEED 1, SAID POINT BEING ALSO THE POINT OF BEGINNING OF DEED 2; THENCE CONTINUING ALONG THE EASTERLY PROLONGATION OF SAID SOUTH LINE OF DEED 1, NORTH $82^{\circ}33'15''$ EAST 121.05 FEET (NORTH $82^{\circ}32'25''$ EAST 120.81 FEET MORE OR LESS PER DEED 2) TO THE WESTERLY SIDELINE OF NORTH TORREY PINES ROAD (OLD HIGHWAY 101) 153.00 FEET IN WIDTH PER MAP NO. 12164; THENCE ALONG SAID SIDELINE NORTH $9^{\circ}28'03''$ WEST 210.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF SAID DEED 2; THENCE LEAVING THE SIDELINE OF NORTH TORREY PINES ROAD, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $46^{\circ}31'57''$ A DISTANCE OF 162.43 FEET; THENCE TANGENT TO SAID CURVE NORTH $56^{\circ}00'00''$ WEST 155.14 FEET (155.67 FEET MORE OR LESS PER DEED 2) TO A POINT ON A LINE 68.00 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF DEED 1; THENCE ALONG SAID PARALLEL LINE SOUTH $87^{\circ}32'47''$ WEST 62.08 FEET (SOUTH $87^{\circ}31'15''$ WEST 61.72 FEET MORE OR LESS PER DEED 2) TO THE EASTERLY LINE OF DEED 1; THENCE NORTH $2^{\circ}09'51''$ WEST (NORTH $0^{\circ}13'28''$ EAST PER DEED 1) (NORTH $2^{\circ}11'10''$ WEST PER DEED 2) 68.00 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CENTERLINE OF NORTH TORREY PINES ROAD PER MAP NO. 12164, I.E. NORTH $9^{\circ}28'03''$ WEST.

G. A. Lintvedt

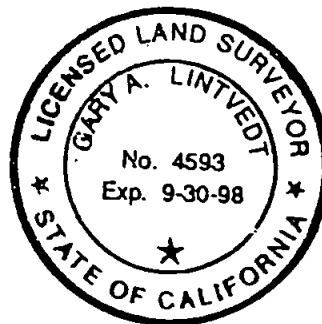
GARY A. LINTVEDT L.S. 4593

LICENSE EXPIRES 9/30/98

I.D. NO. 95-257

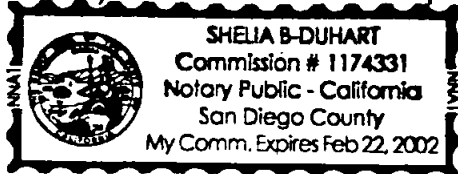
W.O. NO. 034000

DWG. NO. 28078-D



STATE OF CALIFORNIA)
)
) ss.
 COUNTY OF SAN DIEGO)

On January 12, 2000, before me, SHELIA B-DUHART, personally appeared William T. Griffith, personally known to me or provided 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) acted, executed the instrument.



WITNESS my hand and official seal.

Shelia B-Duhart

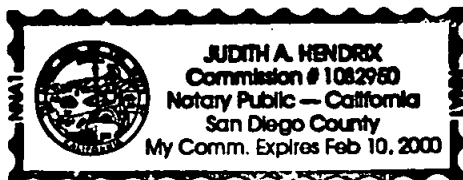
STATE OF CALIFORNIA)
)
) ss.
 COUNTY OF SAN DIEGO)

On _____, before me, _____, personally appeared _____, personally known to me or provided 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) acted, executed the instrument.

WITNESS my hand and official seal.

STATE OF CALIFORNIA)
)
) ss.
 COUNTY OF SAN DIEGO)

On JANUARY 25, 2000, before me, JUDITH A. HENDRIX, personally appeared ANNE L. EVANS, personally known to me or provided 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) acted, executed the instrument.



WITNESS my hand and official seal.

Judith A. Hendrix

This Instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

Bond #11133529591
Premium: \$174,600.00
Premium is based on a
two year term and is
subject to adjustment
based on final contract
price and term.

PERFORMANCE BOND

KNOWN BY ALL THESE MEN PRESENTS: That we, the The Lodge at Torrey Pines Partnership, a California Limited Partnership, as Principal, and Fireman's Fund Insurance Company, a corporation organized and existing under the laws of the State of California, and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of San Diego, as Obligee, in the penal sum of Thirty Five Million Dollars, (\$35,000,000.00), good and lawful money of the United State of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, this performance bond will encompass all work commenced on or after October 30th, 2000, and excludes coverage on any work done to date.

WHEREAS, the above Principal has entered into a certain written Percentage Lease with above-named Obligee, originally filed on the 24th day of April, 1995, for lease of certain real property upon which Principal intends to construct improvements;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above Principal shall faithfully construct and complete the improvements at The Lodge at Torrey Pines embodied in City of San Diego Local Program Amendment 2-98A, in accordance with the plans approved by the Obligee for all loss and damage which Obligee may sustain by reason of the default of the Principal, then this obligation shall be void; otherwise to remain in full force and effect.

Dated this 30th day of October, 2000.

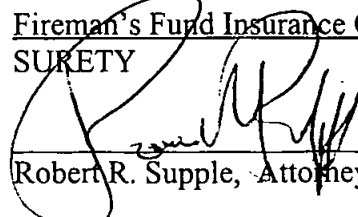
The Lodge at Torrey Pines Partnership,
A California Limited Partnership
PRINCIPAL

By:


Anne L. Evans, Managing General Partner

Fireman's Fund Insurance Company
SURETY

By:


Robert R. Supple, Attorney-In-Fact

FIREMAN'S FUND INSURANCE COMPANY

**NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY**

**ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint James P. Schabarum II Jeffrey W. Cavignac, Robert R. Supple or Michael R. Strahan of San Diego, CA

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof-----

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of each of the Companies which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of each of the Companies at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 9th day of November, 1999.



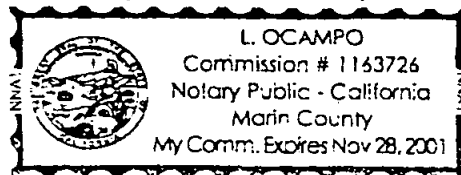
FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

By Donn R. Kolbeck
Vice-President

On this 9th day of November, 1999, before me personally came Donn R. Kolbeck to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

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



L. Ocampo
Notary Public

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

CERTIFICATE

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 30th day of October, 2000.



Louise E. Cusack
Resident Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On October 30, 2000

Date

, before me, Penny E. Edgell, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

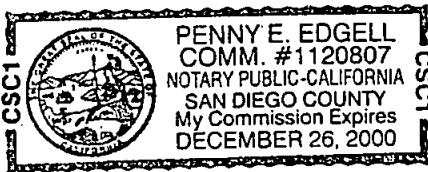
personally appeared Robert R. Supple

Name(s) of Signer(s)

☒ personally known to me

☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Penny E. Edgell

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On October 27, 2000, before me, Todd Daniel Ebert, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anne L. Evans

Name(s) of Signer(s)

☒ personally known to me

☐ 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~~
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



To be attached to and form a part of Bond No. 11133529591,
dated the 30th day of October, ~~19~~ 2000, issued by **FIREMAN'S FUND**
INSURANCE COMPANY, as Surety on behalf of The Lodge at Torrey Pines Partnership,
a California Limited Partnership

_____, as Principal in favor of City of San Diego
_____, as Obligor.

WHEREAS, upon the request of the Principal and Oblige the attached bond is hereby amended to add San Diego National Bank, a National Bank Association

[illegible]

PROVIDED, HOWEVER, there shall be no liability under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligee being binding on the other.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 30th day of October, 19 2000

ACCEPTED:

**The Lodge at Torrey Pines Partnership,
a California Limited Partnership**

PRINCIPAL NAMED IN BOND

Anne L. Evans
Anne L. Evans, Managing General Partner

City of San Diego

OBLIGEE NAMED IN BOND

FIREMAN'S/FUND INSURANCE COMPANY

Robert R. Supple,

ATTORNEY-IN-FACT

SURF BONDING DESK

FIREMAN'S FUND INSURANCE COMPANY

**NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY**

**ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint James P. Schabarum I; Jeffrey W. Cavnagac, Robert R. Supple or Michael R. Strahan of San Diego, CA

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof-----

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of each of the Companies which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of each of the Companies at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 9th day of November, 1999.



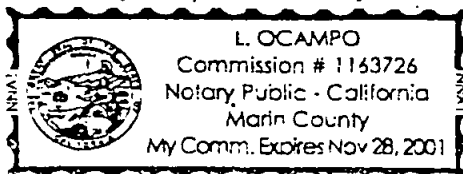
**FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

By Donn R. Kolbeck
Vice-President

On this 9th day of November, 1999, before me personally came Donn R. Kolbeck to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

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



CERTIFICATE

STATE OF CALIFORNIA } SS.
COUNTY OF MARIN

L. Ocampo
Notary Public

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 30th day of October, 2000.



Louise E. Cusack
Resident Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

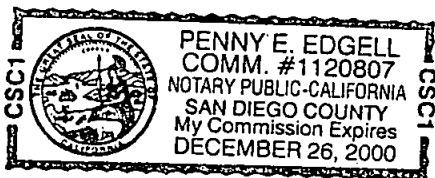
} ss.

On October 30, 2000, before me, Penny E. Edgell, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert R. Supple
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Penny E. Edgell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

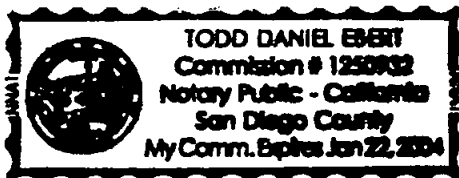
} ss.

On October 27, 2000, before me, Todd Daniel Ebert, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anne L. Evans,
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

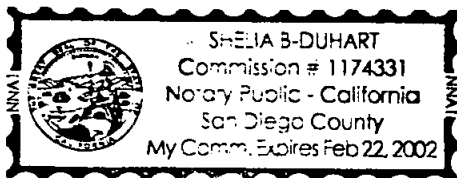
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego
On October 31, 2000 before me, Shelia B. Duhart
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared William T. Griffith
Name(s) of Signer

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Shelia B. Duhart
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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