

LEASE

THIS LEASE (“Lease”) is made at Los Angeles, California, by and between **ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION** on behalf of and for the benefit of Saint Peter and Paul School in Wilmington (“Lessor”), and The **CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Harbor Commissioners (“Lessee”). Lessor owns that certain property known as Saint Peter and Paul School located at 706 Bay View Ave., Wilmington, CA 90744 (“Property”). Lessor desires to lease a portion of the Property to Lessee and Lessee desires to pay rent for use of that portion of the Property, which hereinafter shall be referred to as the “Premises”.

1. **Premises.** In consideration of payment of the rent and Lessee’s performance of the covenants herein contained, Lessor hereby leases the Premises to Lessee. The Premises are comprised of the following: (i) approximately 600 square feet of the north end of the roof (Exhibits C and D (Exhibit B is omitted)) used to house air quality monitoring equipment, (ii) a storage room of approximately 320 square feet in the building on which the existing rooftop equipment is currently located (Exhibits E) used to house additional monitoring equipment.

2. **Term.** The term of this Lease shall be for five (5) years commencing September 14, 2017 and ending September 13, 2022

3. **Rent.** Lessee agrees to pay Lessor One Thousand One Hundred and 00/100 (\$1,100.00) per month. Such rent shall be due in advance monthly on or before the 1st day of each month commencing on September 14, 2017. Rent shall be paid to Saint Peter and Paul School located at 706 Bay View Ave., Wilmington, CA 90744, Attn: Principal, or to such other payee or address as Lessor may from time to time specify in writing by notice to Lessee.

4. **Use.** Lessee shall use the Premises solely for the installation and operation of ambient air monitoring instruments for the Port-Wide Air Quality Monitoring Program as expressly listed, specified, and described in Exhibit A for uses related thereto, and for no other purpose without obtaining the prior written consent of Lessor. Lessee shall have the nonexclusive right of erecting, maintaining and operating on the Premises only the Air Monitoring Equipment expressly listed, specified and described in Exhibit A. Lessee may replace equipment or add new equipment only if it is within the same space allowed on Premises.

5. **As Is Condition.** Lessor makes no representation that the Premises are suitable for the purposes which Lessee intends. Lessee has examined the Premises, has investigated the condition thereof and is taking the Premises in its present “as is” condition, with all faults. Lessee shall be solely responsible for determining whether the Premises are suitable for the purposes authorized by this Lease and for complying at its sole cost and expense with all conditions, permits, licensing and requirements of any governmental authority having jurisdiction over such use.

6. **Improvements, Alterations and Maintenance.** Lessor shall not at any time be required to make any improvements, alterations, additions, repairs or replacements to the Premises of any kind. In the event Lessee will need to make non-structural repairs, Lessee shall obtain Lessor’s prior written approval. Lessee agrees to install and pay for all tenant improvements needed by Lessee for its use and occupancy of the Premises. Plans and specifications showing such tenant improvements shall be prepared by Lessee and submitted to Lessor for approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon Lessor’s approval,

Lessee shall obtain all needed permits and diligently pursue the installation and completion of all tenant improvements in a good and workmanlike manner, keeping the demised premises free from all mechanic's and materialman's liens. All additions, alterations and improvements made by Lessee in or about the Premises shall comply in all material respects with all applicable governmental permits and laws. Lessee equipment (exclusive of electrical upgrades) shall not become a fixture to the Premises and title shall be and remain in Lessee. Lessee shall have the obligation to remove all the Air Quality Equipment, at Lessee's sole expense, on or before the date of expiration or earlier termination of this Agreement, and upon such removal Lessee shall fully repair and restore the Premises to as good or better condition as existed at the commencement date of this Agreement, reasonable wear and tear excepted, at Lessee's sole expense. Any other additions, alterations and improvements made by Lessee in or about the Premises shall be owned by Lessee, during the term of this Lease, but shall become the property of Lessor upon termination or expiration of this Lease.

6. **Standard of Care.** Lessee shall maintain the Premises in a clear and orderly condition and shall repair any damage to the Premises caused by Lessee or by any of Lessee's employees, agents, representatives, officers, directors or other persons acting on behalf of or at the direction of Lessee.

7. **Interference.** Lessee hereby assumes all liability and responsibility for the non-interference of Lessee's operations and equipment with the existing operations and equipment of the Property or other Lessees. If, during the term of the Agreement, any other Lessees lodge a complaint against Lessor or Lessee for interference, Lessee will resolve the complaint immediately, at Lessee's sole cost and expense, to the satisfaction of Lessor, and Lessee shall hold harmless Lessor for any interference which may occur.

8. **Relationship of the Parties.** Nothing in this Lease shall be construed as creating a partnership, joint venture, principal-agent or employer-employee relationship between Lessor and Lessee. Lessee acknowledges and agrees that Lessor shall have no responsibility for the conduct of Lessee's employees, agents, representatives, officers, invitees, directors or other persons acting on behalf of or at the direction of Lessee and that, as between Lessor and Lessee, Lessee shall be solely responsible therefore.

9. **Signs.** Lessee may, at its expense, install and maintain such identification signs on the Premises as Lessee requires, provided that each such sign shall conform to all applicable laws and shall have first been approved in writing by the Principal of Saint Peter and Paul School.

10. **Utilities.** Lessee shall at its sole expense provide and pay for all utilities exclusively servicing the Premises, including without limitation electricity, water, gas, sewer, storm drain, trash service and telephone and cable charge and other services or operating expenses needed, incurred or used in the operation of the Premises. If not separately metered, Lessor and Lessee shall use good faith efforts to work with one another in equitably determining each party's pro rata share for such expenses, taking into account any other factors which a reasonable person would include in making a fair determination of pro rata utility costs.

11. **Access.** Lessee's personnel or designated representative shall have access to the Premises at all times. If Lessee's access is between the hours of 8:00 a.m. and 3:00 p.m. local time on a weekday when the Premises are open, Lessee must sign in at the school office and obtain a

badge from the School Staff. Lessee shall be provided with a key to the side gate of the Premises for access at all other times.

12. **Prohibited Activities.** Lessee shall at its sole expense comply with all rules, laws, regulations or ordinances applicable to the Premises or to Lessee's use thereof. With respect to Lessee's use of the Premises only, Lessee shall not commit nor suffer to be committed, nor permit any of the following:

- a) Any waste on the Premises;
- b) Any nuisance thereon;
- c) Any structural alteration of the Premises without the prior written consent of Lessor;
- d) Any mechanic's, materialman's, supplier's or other lien to be filed against the Premises by reason of any work, labor, service or material supplied to or claimed to have been supplied to Lessee or anyone holding the Premises or any part thereof through or under Lessee; Lessee agrees to defend and indemnify Lessor against any such claims; and
- e) Anything, which will in any way conflict with any law statute, ordinance or governmental rule or regulation, now in force or which may hereafter be enacted or promulgated. Lessee shall at Lessee's sole cost, promptly comply with the requirements of any board of fire insurance underwriters relating to the condition, use or occupancy of the Premises.
- f) Anything in direct conflict with the teachings of the Catholic Church.

13. **Compliance with Laws.** Lessee shall have sole responsibility for ensuring its compliance with all laws, regulations, judicial or administrative orders and ordinances governing its conduct and the conduct of its agents, employees and representatives, including but not limited to laws governing Lessee with respect to background checks and fingerprinting of all adults who will have contact with minors. Lessee shall specifically abide by all Archdiocesan Safe Environment policies and procedures, which can be accessed at <http://handbook.la-archdiocese.org/chapter-9>. Lessee shall confirm to lessor that no employee is subject to any restriction of access to youth or listed on Megan's Law.

Lessee shall conduct background checks of each person employed or volunteering at the Premises, which check shall include fingerprinting, prior criminal history and any investigation required by law. Lessee will obtain a copy of each employee's driver's license, car registration, and proof of auto liability insurance. Lessee agrees to comply with all applicable federal, state, and local hiring and employment laws and laws governing the licensing and permitting Lessee's activities on the Premises.

Lessee shall indemnify and hold Lessor, its agents, employees and affiliates harmless against any claim, loss, cost, expense (including attorney's fees and expense), damages or actions arising from any failure of Lessee to comply with the requirements of this section.

14. **Taxes.**

a) Property Taxes. Throughout the term of the Lease, Lessee shall be responsible and also pay, before delinquency, for all property taxes and assessments, if any, which are levied against the property. Lessee shall also be solely responsible for any increases or reassessments, which may be levied against the property. Lessor and Lessee agree to work cooperatively and file such applications, which maintain any property tax exemption status, which may be applicable to the property.

b) Personal Property Taxes. Lessee shall be liable for all taxes levied against the Inventory and any other personal property and trade fixtures owned by Lessee on or about the Premises.

15. Termination Provision. The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Lease for any reason upon giving the Lessor ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement.

16. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

17. Termination due to Non-Appropriation of Funds. This Lease is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in entering this lease, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment hereunder in any fiscal year in which the Board does not appropriate funds therefore. The Lessor is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

18. State Tidelands Grants. This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Lessor agrees that any interpretation of

this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations except that Lessor does not agree to be bound by any laws, rules, statutes or conditions which are presently inapplicable to Lessor.

19. **Assignment and Subletting.** Lessee shall not assign this Lease, nor any interest therein, nor shall Lessee sublet the Premises or any part thereof, without first obtaining the written approval of Lessor. Lessor in its sole discretion reserves the right of rejecting a proposed assignee or sublessee, or, alternatively, of renegotiating the rent for the Premises based on the rent to be paid by a proposed assignee or sublessee. Unless expressly stated in writing, no such approval by Lessor shall relieve Lessee of Lessee's primary liability for the timely performance of all of Lessee's obligations hereunder.

20. **Reservations by Lessor.** Lessor reserves exclusively to itself the following rights in the Premises:

- a) All subsurface oil, gas and mineral rights, including the right of exploration therefor;
 - b) All billboard or other advertising rights;
 - c) All cellular telephone, PCS facilities and other antenna and/or transmission rights;
- and
- d) All film and photography rights. The consent of both Lessor and Lessee, however, shall be required prior to the granting of any permission to any third party to use the Premises or any part thereof, for any filming or photography purposes. If such mutual consent is given, all proceeds received from such photography or filming shall be shared equally between Lessor and Lessee. Notwithstanding the foregoing, Lessor's permission shall not be required for private, non-commercial photography (e.g., teachers or parents taking pictures of students, or pictures for school newsletters, brochures, press kits or website).

21. **Indemnity.** To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor, its agents and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and expert costs and fees, and all other costs and expenses incurred as an incident thereto, arising out of, based on or relating to Lessee's use or occupancy of the Premises or the performance by Lessee of this Agreement or the breach of any term, warranty or representation expressed herein, including any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, to the extent caused in whole or in part by any negligent or intentional acts or omissions of Lessee, its agents, employees, vendors, subcontractors, guests or invitees, and anyone for whose acts Lessee may be liable, whether or not such claims are based upon the active or passive negligence of Lessor, except that Lessee shall not be required to indemnify Lessor against a claim or loss arising from the sole negligence or willful misconduct of Lessor. In case any action or proceeding is brought against Lessor because of any such claim, Lessee shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee hereby assumes all risk of damage to property and injury to persons in, on or about the Premises and Lessee hereby waives all claims in respect thereof against Lessor except for the sole negligence or willful misconduct of Lessor.

22. **Insurance.** During the entire term of this Agreement, Lessee, at its sole cost and expense, shall obtain and keep in force policies of general liability and property damage insurance with a carrier admitted in the State of California, insuring Lessee against any liability arising out of any act, omission, or alleged act or omission of Lessee and any of its officers, directors, vendors, licensees, employees, agents, independent contractors, guests, volunteers and invitees, including but not limited to property damage, including loss of use, personal or bodily injury, defamation and slander, and automobile liability. The amount of such insurance shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence. Lessee shall also obtain and keep in force during the term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California.

Lessor shall be named additional insured under the general liability policy described above and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by Lessee pursuant to this Agreement shall be primary to any other insurance available to Lessor and any insurance available to Lessor, shall be excess and noncontributing with respect to insurance required to be obtained by Lessee. Certificates of Insurance and Additional Insured Endorsements are to be filed with the Lessor prior to commencement of any work pursuant to this Agreement and prior to Lessee's occupation of the Premises. All insurance obtained by Lessee pursuant to this section shall not be cancelled or modified without providing Lessor with thirty (30) days written notice.

23. **Damage or Destruction.** In the event of any damage or destruction of the Premises, Lessee shall be obliged to repair, rebuild and restore the Premises to a condition as good or better as was the case immediately prior to the damage or destruction.

24. **Hazardous Material.** Hazardous Material shall be defined as any substance classified as a hazardous material under any federal, state, local law or ordinance in quantities as would require the reporting of such activity to any person or agency having jurisdiction thereof. Lessee shall not bring onto, nor store, nor create on the Premises, nor permit others to do so any hazardous material of any kind. If any such material is found on the Premises either during the term of this Lease or subsequently as having originated during the term of this Lease as a result of Lessee's actions, Lessee shall be responsible at Lessee's sole cost for the prompt removal of same in compliance with all applicable governmental rules, regulations, and ordinances and Lessee shall indemnify, protect, defend (with counsel reasonably satisfactory to Lessor) and hold harmless Lessor, its officers, agents, directors, employees and representatives from all claims and liabilities

25. **Bankruptcy.** This Lease shall automatically terminate if a petition in bankruptcy is filed by or against Lessee and such petition is not revoked or withdrawn within sixty (60) days of said filing.

26. **Condemnation.** If any portion of the Premises is taken in any condemnation proceeding, or sold after any threatened condemnation to any entity having the power of eminent domain, this Lease shall cease and terminate as to the part so taken or sold on the day that possession is taken by the condemnor or such purchaser. Lessee shall not be entitled to any award or any sharing therein based on the value of the Premises or on any improvement or alteration made thereto by Lessee, not based on the existence or the value of the leasehold estate created by this Lease. Nothing herein shall be construed as denying an award to Lessee for any taking of Lessee's

personal property located on the Premises, or for the disruption of Lessee's business or for relocation expenses.

27. **Surrender.** Upon the termination of this Lease for any reason, Lessee agrees to quit the Premises and surrender the same in good and safe order, neat and clean and in as good condition as existed at the commencement of this Lease, subject to reasonable use and wear. Within thirty (30) days following written notice from Lessor, (which notice is to be given within thirty (30) days of the termination date of this Lease) Lessee shall remove any improvements, fixtures or alterations to the Premises made by Lessee as shall be specified in Lessor's notice, subject to Section 6, and Lessee shall repair any damage to the Premises caused by such removal and shall restore the Premises to the condition existing prior to the installation of such removed improvement, fixture or alteration.

28. **Default.** If any rent or other charges shall be due from Lessee hereunder and shall remain unpaid ten (10) days after written notice of delinquency, or if Lessee shall breach any other covenant or provision of this Lease and not cure such breach within thirty (30) days following written notice thereof, Lessor may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. Lessor may, at its option either maintain this Lease in full force and effect and recover the rent and other charges as they become due or, in the alternative, terminate this Lease. In addition, Lessor may recover all rent and any unpaid charges or other damages due from Lessee and may pursue any and all other rights and remedies which Lessor may have against Lessee by reason of such default as provided by law, specifically including the right of bringing an action to recover from Lessee the worth at the time of the award of:

a) The unpaid rent which would have been earned at the time of the termination of the Lease; plus

b) The amount by which the unpaid rent which would have been earned after termination of this Lease until the time of the award exceeds the amount of rent loss that Lessee proves could have been reasonably avoided; plus

c) The amount by which the unpaid rent for the balance of the term, or any exercised extension thereof, after the time of the award exceeds the amount of rent loss that Lessee proves could have been reasonably avoided; plus

d) Any amount necessary to compensate Lessor for all detriment substantially caused by Lessee's failure to perform its obligation under this Lease.

29. **Remedies.** Lessor, at its discretion, shall have the right to cancel and terminate this Lease immediately and without notice upon violation of any term, covenant, condition or provision of this Lease on the part of Lessee. In addition, Lessor shall have all the remedies which may be then provided to it by law.

30. **Notices.** All notices to be given under this Lease shall be in writing and shall be served whether in person or by recognized overnight courier or by deposit in the United States mail, registered or certified, with postage prepaid and addressed as follows:

If to Lessee: City of Los Angeles, Harbor Department

425 S. Palos Verdes Street, P.O. Box 151
San Pedro, CA 90731-0151
Attention: Michael J. Galvin, Director of Waterfront
& Commercial Real Estate Division

If to Lessor: Archdiocese of Los Angeles
3424 Wilshire Boulevard
Los Angeles, CA 90010-2241
Attn: Real Estate Dept.

With a copy to: Saint Peter and Paul School
706 Bay View Avenue
Wilmington, CA 90744
Attn: Principal

Either party may change its address for notice by giving written notice as provided herein to the other party. If notice is given by mail, notice shall be deemed effective five days after mailing.

31. **Attorney's Fees.** If this Lease or any provision hereof or any dispute hereunder is litigated, each party hereto shall be responsible for paying its own attorneys' fees and expenses, including court costs, if any, except where specifically authorized elsewhere in this Agreement.

32. **Miscellaneous.**

a) Time is of the essence of this Lease.

b) This Lease contains all of the agreements between the parties on the subject matter of this Lease, and supersedes all prior understandings, correspondence or agreements of the parties with respect thereto. This Lease may be amended but only in writing and only if signed by both parties.

c) This Lease inures to the benefit of and burdens the parties hereto and their respective heirs, representatives, successors and assigns.

d) Each party hereto represents to the other that it has the proper authority to enter into this Lease and that, once executed and delivered this Lease is a binding and enforceable agreement against the signing party in accordance with its terms.

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed and delivered by their proper officer(s) respectively thereunto duly authorized as of the day and year first above written.

LESSOR: **ARCHDIOCESE OF LOS ANGELES EDUCATION & WELFARE CORPORATION on behalf of and for the benefit of Saint Peter and Paul School**

By _____ Date: _____
Sister Mary Elizabeth Galt, BVM
Second Vice President

APPROVAL: **Saint Peter and Paul School**

By _____ Date: _____
Nancy Kuria, Principal

LESSEE: **THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners**

By _____ Dated: _____
Executive Director

Attest: _____
Board Secretary

APPROVED AS TO FORM AND LEGALITY

July 13, 2017
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By Heather M. McCloskey
Heather M. McCloskey, Deputy

Account #	59955	W.O. #	
Ctr/Div #	0429	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
	2017/18		\$13,200
	TOTAL		\$13,200
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>[Signature]</u>		
Date Approved:	<u>7/11/17</u>		

**EXHIBIT A
EQUIPMENT LIST**

1. **Met One meteorological monitoring station**
 - a. **Model 50.5 sonic anemometer**
 - b. **Model 083 temperature/relative humidity sensor**
 - c. **Model 090 barometric pressure sensor**
 - d. **Model 096 solar radiation sensor**
 - e. **Model 455 data logger**
2. **R&P particulate monitors (Federal Reference Method monitors)**
 - a. **Model 2000 Partisol monitor equipped with PM10 inlet**
 - b. **Model 2000 Partisol monitor equipped with PM2.5 inlet**
3. **Sequential Filter Samplers (SFS) particulate monitors**
 - a. **SFS monitors (2) equipped with PM2.5 inlets**
 - b. **SFS monitor (1) equipped with PM10 inlet**
4. **TSI Model 8520 DustTrak aerosol monitor equipped with PM2.5 inlet**
5. **TSI Model 3022A condensation particle counter with enclosure**
6. **Teledyne API Model 100E SO2 analyzer**
7. **Teledyne API Model 200E NO/C analyzer**
8. **Teledyne API Model 300E CO analyzer**
9. **Teledyne API Model 400E O3 analyzer**
10. **Teledyne API Model 700E dynamic dilution calibrator with photometer option**
11. **Teledyne API Model 701 zero air system**
12. **Met One BAM-1020 beta attenuation monitor, equipped with PM2.5 inlet**
13. **Met One BAM-1020 beta attenuation monitor, equipped with PM10 inlet**
14. **TSI Model 3781 condensation particle counter**
15. **EcoChem PAS 2000 PAH analyzer**
16. **McGee Scientific Model AE-2 Aethalometer**
17. **ESC Model 8832 data logger**
18. **One cylinder of calibration gas (blend of SO2, NOx, CO)**
19. **HVAC system in storage room**
20. **Miscellaneous additional equipment (stainless steel gas regulator, equipment racks, sample manifold, etc.)**

22-141 50 SHEETS
22-142 100 SHEETS
22-144 200 SHEETS



← 20 FT →

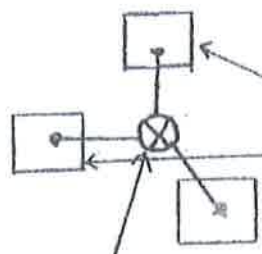
190 ft



5 mounting platforms - particulate monitoring instruments on each platform



small tripod with real-time particulate monitoring instrument



mounting platforms for 3 tripod legs of mast with meteorological instruments

meteorological instruments on this mast

DRAWING IS TO APPROXIMATE SCALE

↑ N

EXHIBIT C

Saints Peter and Paul School - 706 Bay View Ave. in Wilmington

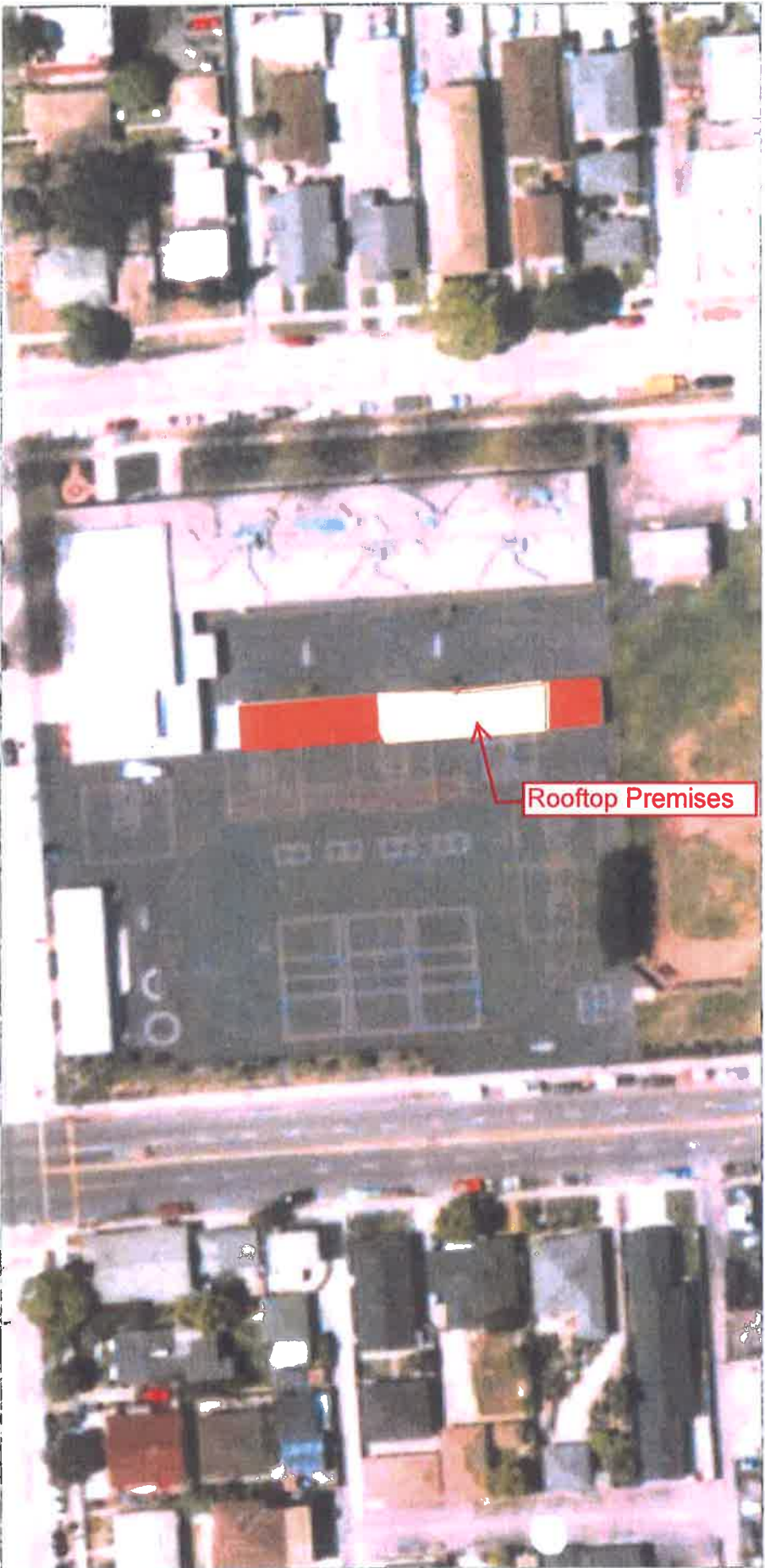
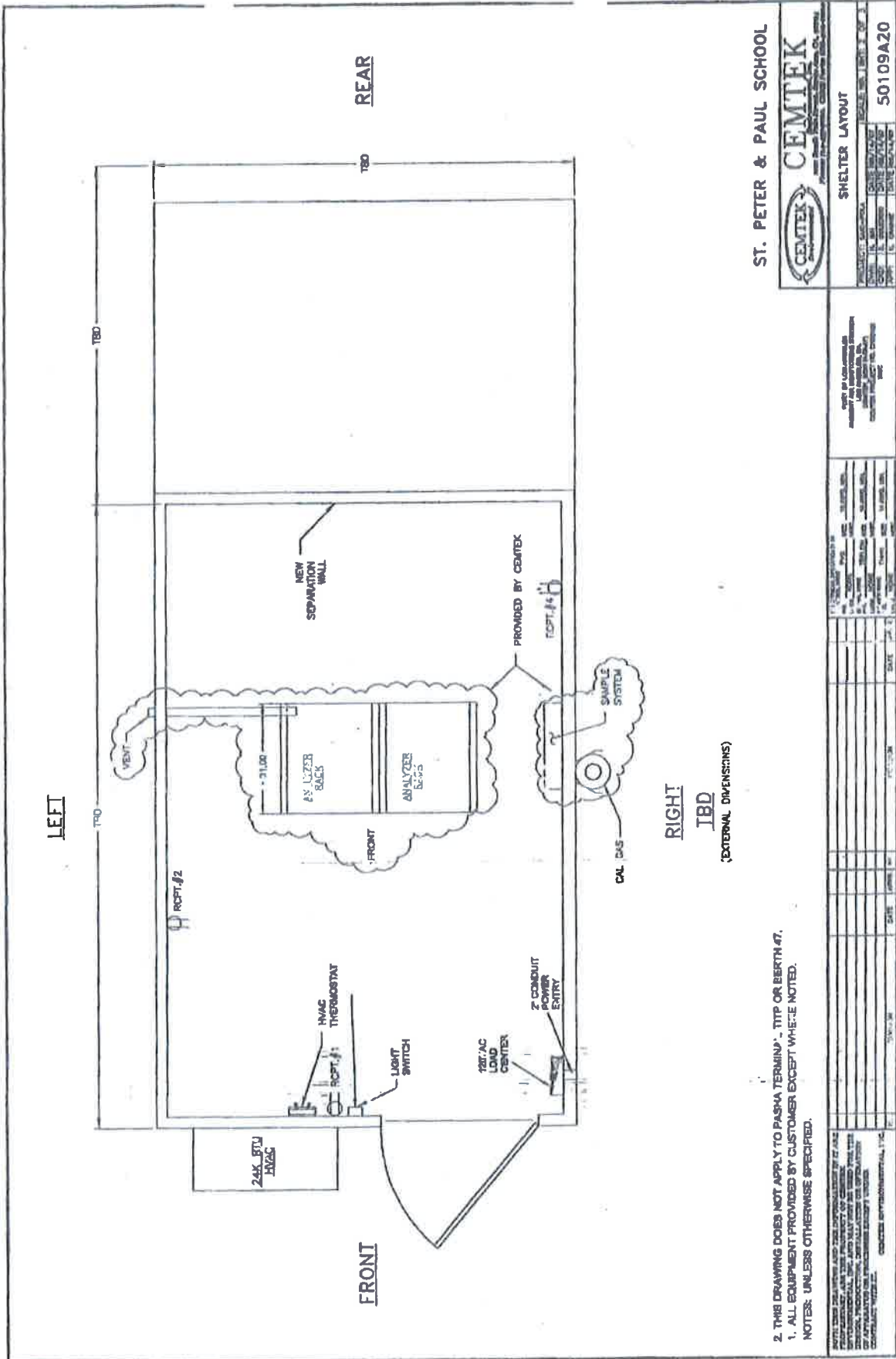


EXHIBIT D



ST. PETER & PAUL SCHOOL

CEMTEK
 Instrumentation & Controls
 10000 S. 10th St., Suite 100
 Tukwila, WA 98148
 Phone: (206) 835-1100
 Fax: (206) 835-1101
 Website: www.cemtek.com

SHELTER LAYOUT

PROJECT: ST. PETER & PAUL SCHOOL
 DATE: 10/10/03
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 SCALE: 1/8" = 1'-0"

2. THIS DRAWING DOES NOT APPLY TO PASMA TERMINAL, T1P OR BERTH 47.
 1. ALL EQUIPMENT PROVIDED BY CUSTOMER EXCEPT WHERE NOTED.
 NOTES: UNLESS OTHERWISE SPECIFIED.

NO.	DATE	BY	DESCRIPTION
1	10/10/03	J. B. BROWN	ISSUE FOR CONSTRUCTION
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EXHIBIT E