

PROPERTY DEPARTMENT

L I C E N S E

THIS LICENSE, made and entered into this 18 day of January, 1979,
by and between THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, herein-
after called "Licensor", and THE CITY OF SAN DIEGO, a municipal corporation,
hereinafter called "Licensee",

W I T N E S S E T H :

That Licensor, for valuable consideration the faithful performance by Licensee
of all the terms and covenants hereinafter set forth on its part to be performed,
does hereby give to Licensee the right to construct, maintain, use, operate, repair,
and replace satellite radio receivers and other necessary appurtenances for fire
and police field units, hereinafter referred to in whole or in part as facilities,
as shown on exhibit "A", at such location upon, across, and over that certain real
property owned by Licensor, situated in the County of San Diego, State of California,
described as follows:

A portion of Lot 5 of Section 5, Township 14 South,
Range 2 West, San Bernardino Base and Meridian, in the City
and County of San Diego, State of California, according to
United States Government survey approved November 19, 1880,
described as follows:

Beginning at the Southwest corner of said Section 5,
said corner being a 2" iron pipe with a brass cap as shown
on Record of Survey Map No. 6204, records of said San Diego
County; thence North 20° 21' 30" East on a true bearing
1228.30 feet to the TRUE POINT OF BEGINNING; thence North
0° 20' 03" West parallel with the Westerly line of said
Lot 5, 208.71 feet to a point in the North line of said
Lot 5, said point bearing South 18° 40' 57" East, 1378.73
feet, more or less, from the West one-quarter corner of
said Section 5, said corner being a PK nail in an 8" x 22"
x 24" stone as shown on Record of Survey Map No. 5714, records
of said San Diego County; thence along said North Line of
said Lot 5, North 88° 09' 57" East, 208.78 feet; thence
South 0° 20' 03" East parallel with the Westerly line of
said Lot 5, 208.71 feet; thence South 88° 09' 57" West
parallel with the North line of said Lot 5, 208.78 feet
to the TRUE POINT OF BEGINNING.

This License is given upon and subject to the following terms, covenants
and conditions:

1. Licensee, and its respective agents and employees, shall have free

access to said facilities over existing easement road for the purpose of exercising the rights herein granted.

2. Licensee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances whether of record or not affecting said property or any portion thereof.

3. Any facilities placed under this License shall be constructed in a careful and workmanlike manner and to the satisfaction of Licensor and in accordance with plans and specifications to be submitted to and approved by the Engineers of Licensor before work is commenced. All such work shall conform to all laws and regulations.

4. In the event any facilities placed hereunder at any time interferes with or restricts the reasonable use of the property by Licensor, its successors or assigns, Licensee shall within sixty (60) days after written notice so to do, remove, reconstruct, alter or make changes in the location of said facilities in a manner satisfactory to Licensor, its successors or assigns.

5. Any proposal to add new radio frequencies to this service shall be submitted in writing by Licensee for Licensor's written approval sixty days prior to the commencement of any on site work.

6. This License shall not be revoked so long as said facilities placed hereunder is used by Licensee in whole or in part for the purpose of providing fire and police radio service. However, when Licensee ceases to use said facilities for said purpose, either Licensor or Licensee may, by giving written notice to such effect to the other in the manner as provided herein, cancel this License and Licensee shall within sixty (60) days after receipt of said notice remove said facilities at its sole expense and restore the ground to as near its original condition and appearance as possible within said period of sixty (60) days.

7. Licensee agrees that it will not record this License.

8. The Notices provided in this License given by either party hereto to the other shall be deemed to have been duly given when made in writing and

deposited in the United States mail, registered and postage prepaid, addressed as follows:

To Licensor

The Pacific Telephone and Telegraph Company
525 "B" Street, Room 1339
San Diego, California 92101

Attention: District Engineer

To Licensee

The City of San Diego
City Clerk
202 "C" Street
San Diego, California 92101

9. This License is given pursuant to the authority of and upon and subject to the conditions prescribed by General Order No. 69-A of the Public Utilities Commission of the State of California, dated and effective January 2, 1963, which General Order No. 69-A by this reference is hereby made a part hereof as if set forth fully at this place.

Except as herein otherwise provided, the provisions of this agreement, shall inure to the benefit of and be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, said Licensor and said Licensee have caused this instrument to be executed in duplicate by their respective officers thereunto duly authorized as of the day and year herein first above written.

APPROVED AND ACKNOWLEDGED THIS
18 DAY OF January 1979.

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

By John L. Basler
Vice President (Title)

LICENSOR

JOHN W. WITT, City Attorney

By: John W. Witt
Deputy

Dated 1/23/79

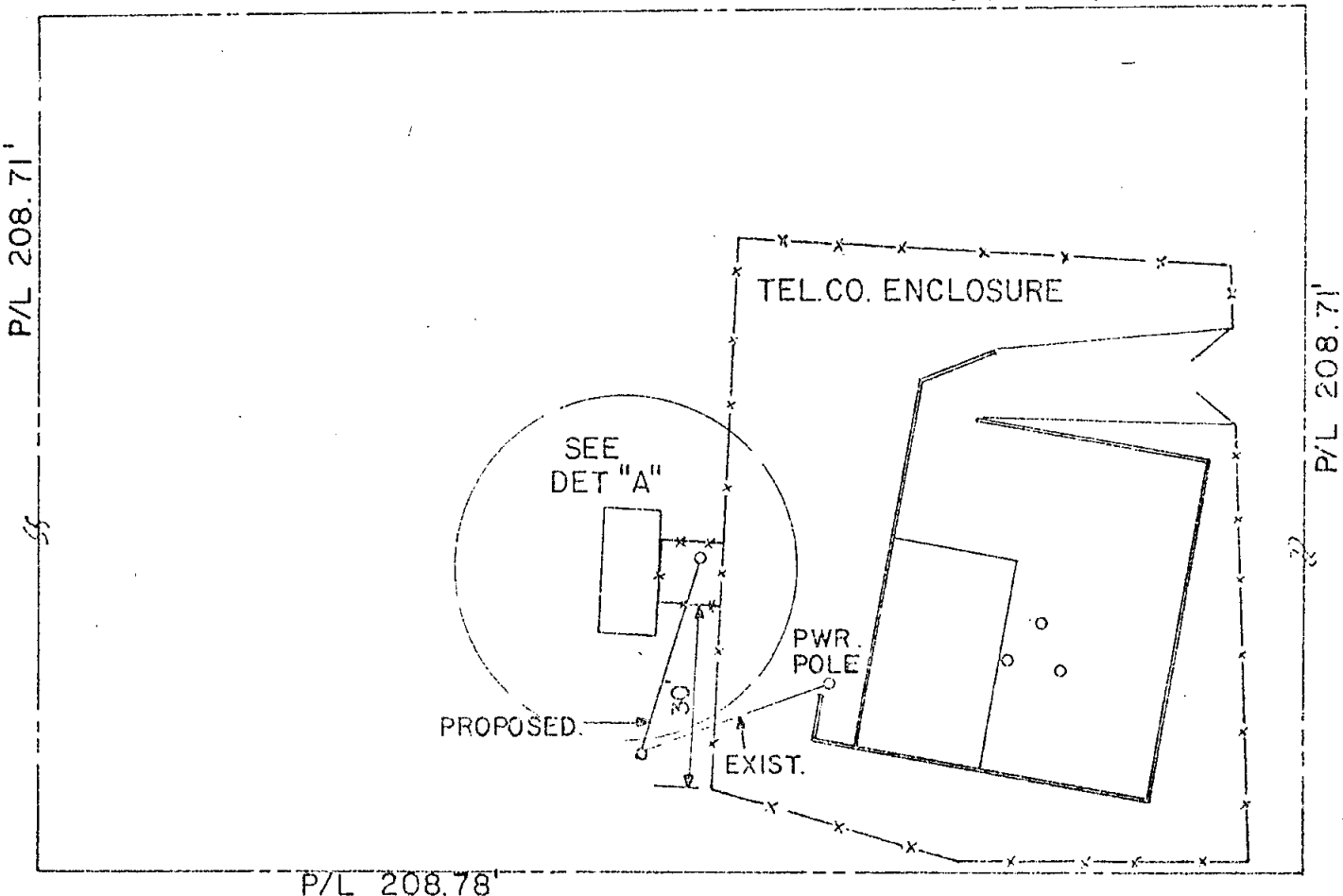
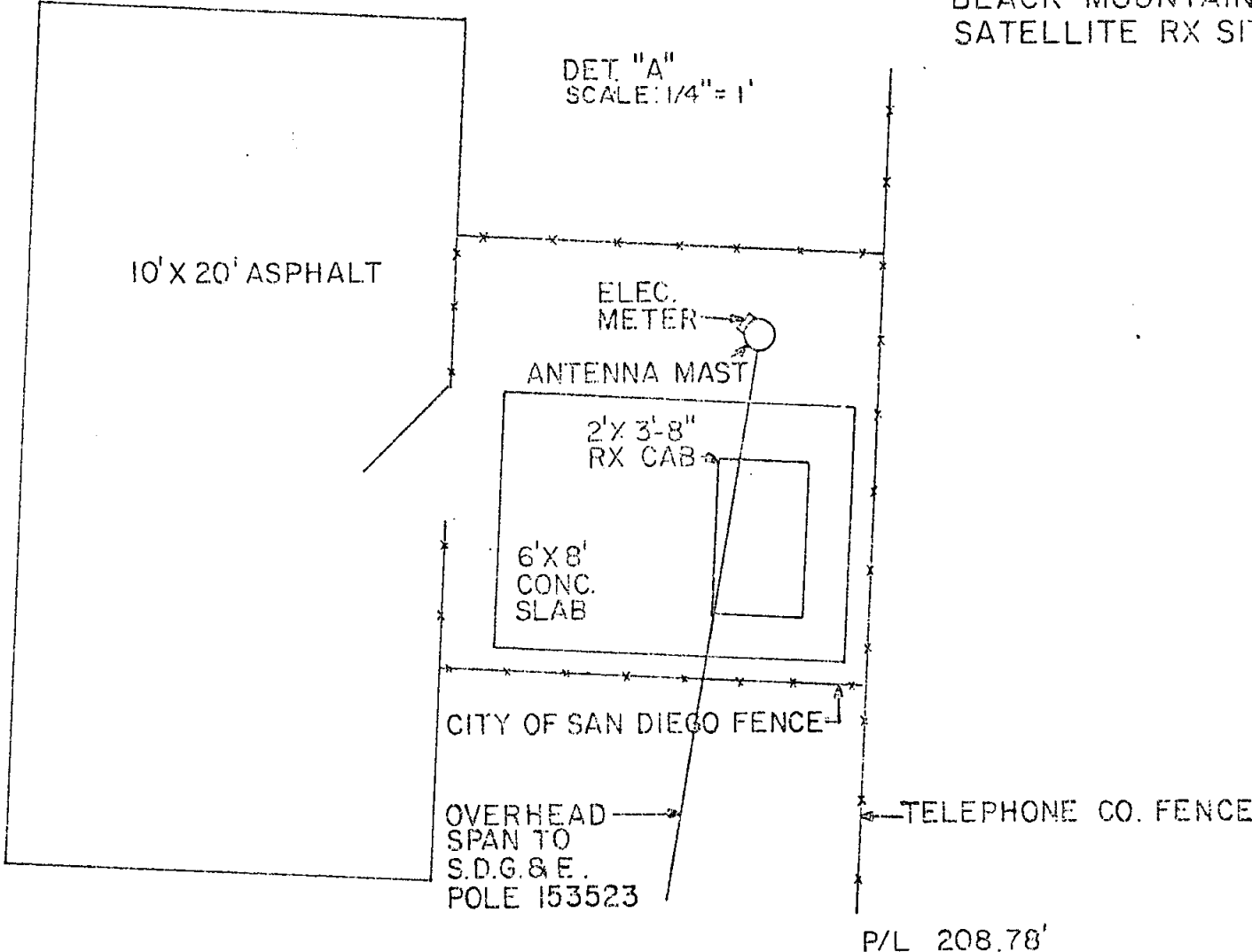
THE CITY OF SAN DIEGO

By R. L. Fowler Deputy
City Manager (Title)

LICENSEE

Approved as to Form
11-30-78
LEGAL DEPARTMENT
By R. L. Fowler
R. L. FOWLER, CLERK
714-534-3939

EXHIBIT A
BLACK MOUNTAIN
SATELLITE RX SITE



SCALE: 1" = 30'