

USE AND OCCUPANCY PERMIT

THIS AGREEMENT by and between the City of San Diego, a municipal corporation, hereinafter called CITY, and the San Diego Gas & Electric Company, hereinafter called PERMITTEE,

W I T N E S S E T H

WHEREAS, CITY has under its control an electronic communications site located in the County of San Diego, State of California, commonly known as Mt. Woodson; and

WHEREAS, it is the CITY'S policy to make available communication sites under its control, for such purposes, when it is for the benefit of the public and the same is consistent with City of San Diego's programs and needs; and

WHEREAS, it is in the best interest of the CITY that such a Permit be consummated on the terms and conditions herein contained;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. CITY does hereby grant to PERMITTEE and PERMITTEE does hereby hire from CITY a parcel of land containing approximately 21,006 square feet (0.48 acre), described on Exhibit A and shown in red on the Development Plan attached hereto and marked Exhibit C, situated

DOCUMENT NO. **88-271778**
FILED **SEP 06 1988**
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

in the County of San Diego, State of California, hereinafter referred to as the "premises."

2. The premises shall be used during the term hereof solely for the purpose of constructing, maintaining, repairing, altering, and operating a microwave transmission and 2-way radio facility, which shall include, but not be limited to a microwave antenna tower, microwave/radio equipment building and all necessary auxiliary accessories necessary to maintain and operate a microwave/radio frequency communication facility and for no other purpose or purposes whatsoever. (See attached Exhibit B for On the Air Test Instructions and Procedures.) PERMITTEE shall furnish CITY Exhibit B within forty-five (45) days of placing in operation PERMITTEE'S communication facilities.

- a. PERMITTEE shall submit, within forty-five (45) days of operation, to City's Communications Deputy Director, PERMITTEE'S operating frequencies, power and other necessary on-air technical data so CITY can check for compatibility of operations with CITY'S existing facilities. PERMITTEE agrees to correct any operating interference caused by the addition of these new frequencies and equipment.

- b. The CITY is currently designing and intends, in future years, to install at this facility an 800 MHz radio system utilizing nineteen (19) frequencies currently licensed to the CITY (range is 811.025/ 856.025 to 815.075/860.075 MHz). The PERMITTEE agrees not to install any radio systems which would degrade, or deny the CITY the use of the site for this purpose. In the event the PERMITTEE does install such a system and it does degrade or deny CITY such use, the system must be immediately modified to make its operation satisfactory to the CITY, otherwise its operation must be immediately terminated.
- c. CITY will not cause or permit any operations or other users on the site to interfere or obstruct the present use of PERMITTEE on the site. CITY will require any and all other users on the site to furnish PERMITTEE with Exhibit B.
- d. The right to expand the microwave/radio equipment building described in Paragraph 2 above by the construction of a second story is mutually granted to PERMITTEE and CITY. The party desiring first to undertake the expansion shall notify the other, in writing, to give the opportunity to cooperate in the project. The party receiving such notice shall respond within sixty (60) days from the date of the notice of its intent to be a part of the expansion project or not. In the event

PERMITTEE wishes to expand first and CITY does not join the project, PERMITTEE shall have the right to subpermit the unused space subject to the use restrictions contained in this Permit and subject to the written consent of the City Manager which consent shall not be unreasonably withheld.

- e. In the event CITY desires to utilize all or any portion of the second-story addition to PERMITTEE'S building on the premises, CITY shall be given the first right of refusal to occupy all or a portion of the second story at fair market rent.
3. The term of this Permit shall be ten (10) years beginning on the first day of the fourth calendar month following execution hereof by CITY unless sooner terminated as provided herein. This Permit may be cancelled by CITY upon delivery of "Notice of Termination" to PERMITTEE by CITY if it is found that during the first thirty (30) days of on-the-air operation, PERMITTEE'S equipment causes any intermodulation interference with the operation of communications equipment installed at Mt. Woodson prior to the installation of PERMITTEE'S equipment, unless such interference is eliminated to the satisfaction of CITY within thirty (30) days of notice to PERMITTEE of such interference.

In the event of cancellation, the unused amount of PERMITTEE'S rental payment shall be returned. Proration of the unused rental payment shall be made as of the date of cancellation on the basis of a thirty-(30)-day month.

4. CITY hereby grants to PERMITTEE an option to extend this Permit for an additional period of ten (10) years upon the expiration of the term of this Permit. The option to extend shall be made on the same terms, covenants, and conditions expressed herein and subject to the same exceptions and reservations as herein contained.

This option to extend shall be exercised only by written notice, duly given and delivered to CITY in accordance with PERMITTEE'S election to exercise the option to extend. The notice of PERMITTEE'S desire to exercise this option to extend shall be given no more than one hundred eighty (180) days and no less than one hundred fifty (150) days prior to expiration of the term hereof.

At the end of the option period, should PERMITTEE notify CITY of its desire to continue occupancy of the site, and if at that time CITY determines that it is appropriate to allow such continued use of the site, CITY agrees that it will negotiate in good faith with PERMITTEE to allow such continued use on terms and conditions reasonably satisfactory to CITY.

5. Time and Place of Payment. Rent is due monthly in advance on or before the first day of each calendar month. All monthly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P. O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to PERMITTEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. PERMITTEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

The initial rent is One Thousand Dollars (\$1,000) per month. Rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI), and in the fair market value of the premises as hereinafter provided.

At the end of the fifth year following the effective date of the Permit and at seven and one-half (7-1/2) years following said

effective date and at the end of every two and one-half (2½) years thereafter during the term, the rent shall be adjusted to reflect increases in the Consumer Price Index (CPI).

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, California. If this index is no longer published, the index for adjustment will be the U. S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1967, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and PERMITTEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Subsection CPI Index Adjustments. Until the rent adjustment can be reasonably determined by the index method, PERMITTEE shall continue to make payments at the existing rental rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

Index Adjustment Computation. The rent for each rental period following the adjustment, until the next adjustment or other rental determination as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established as follows:

The "adjustment figure" shall be established by dividing the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be a three-month average of index figures published by said CPI using the fourth, fifth and sixth full months preceding the effective date of this Permit.

START 1/1/89

END OF CPI

1st yr. 1990

2 91

3 92

4 93

5th 94 1/1

6 95

7 96 7/1

8 97

9 98

10th 99 1/1

Market Adjustment

11 00

12 01 7/1

13 02

14 03

15th 04 1/1

16 05

17 06 7/1

18 07

19th yr 08

To illustrate, if the Permit began in May, the CPI figures for November (sixth month), December (fifth month) and January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three-month average of index figures published by said CPI. The three months to be used to establish said average shall be the fourth, fifth and sixth full months preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

$$\frac{\text{Current Index } 121}{\text{Base Figure } 110} = 1.10 \text{ (Adjustment Figure)}$$

$$\text{Effective Rent} \times 1.10 = \text{Adjusted Rent}$$

Example 2

$$\frac{\text{Current Index } 138}{\text{Base Figure } 121} = 1.14 \text{ (Adjustment Figure)}$$

$$\text{Effective Rent} \times 1.14 = \text{Adjusted Rent}$$

The adjustment figure is then multiplied by the monthly rent from the preceding adjustment period to determine the new rent. Using the foregoing examples, if the rent is now \$1,000 per month, after

the first adjustment it will be \$1,100 per month ($\$1,000 \times 1.10$). In the second adjustment it will be \$1,254 per month ($\$1,100 \times 1.14$).

In addition to said CPI adjustments, at the end of the tenth year following the effective date of this Permit, the rent for the ensuing term, if the option to extend is exercised, subject to the aforesaid CPI adjustments, shall be determined by multiplying the capitalization rate of eight percent by the fair market value of the premises as of the adjustment date. The fair market value of the premises shall be determined by an appraisal made by a professional independent real estate appraiser selected by mutual consent of the parties from the list of appraisers approved by CITY. In the event the parties cannot reach agreement upon selection of a mutually acceptable appraiser, then CITY and PERMITTEE shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser, which third appraiser will be employed to make the appraisal of the fair market value of the premises and which value will be utilized to determine the adjusted rent previously described herein. In the event that the two selected appraisers fail to mutually select a third appraiser within thirty (30) days, then the third appraiser will be appointed by the presiding judge of the Superior Court of the State of California, County of San

Diego, acting in his or her individual capacity, on prompt application by either CITY or PERMITTEE with notice thereupon to the other party. In the event that the Superior Court judge declines to make the appointment, the parties hereto agree that the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association. Said third appraiser shall complete the assignment within sixty (60) days of appointment. Each party shall pay the cost of its own selected appraiser and both CITY and PERMITTEE agree to equally share the cost of the mutually selected or court appointed third appraiser. CITY and PERMITTEE agree to accept and be bound by the valuation determined by the selected or appointed appraiser.

In establishing the fair market value of the premises, the appraiser shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale for the authorized purposes of this Permit at the commencement of the rental period under review.

The date of value of the appraisal shall be the date of rental adjustment as hereinabove established. In the event the appraisal is not completed in time to permit the adjustment to be made upon the date specified, PERMITTEE agrees to continue to pay rent in accordance with the then existing Permit rates and the adjustment,

when determined, will be retroactive to said effective date of rental adjustment. Any deficiency shall be paid by PERMITTEE to CITY within thirty (30) days after determination of the new rental rate. In no event shall the adjusted rent, as established by periodic appraisals as provided for herein, be less than the rent in existence immediately prior to the adjustment date.

If PERMITTEE fails to pay the rent when due, PERMITTEE will pay in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, PERMITTEE shall pay an additional five percent (5%) [being a total of ten percent (10%)] which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of PERMITTEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this Permit.

PERMITTEE agrees to make any and all records and accounts pertaining to this agreement available to CITY for inspection at all reasonable times, so that CITY can determine PERMITTEE'S compliance with this Permit. These records and accounts will be made

available by PERMITTEE and will be complete and accurate showing all income and receipts from use of the premises. PERMITTEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this Permit and cause for termination. PERMITTEE shall maintain all such records and accounts for a minimum period of five (5) years.

PERMITTEE, in accordance with the attached Development Plan marked Exhibit C, agrees to develop substantial capital improvements on the site to be completed within one year from the effective date of this agreement. CITY shall have the right to occupy and use fifty (50) percent of the capital improvements and, therefore, agrees to pay fifty (50) percent of the actual cost of the improvements not to exceed \$300,000. PERMITTEE shall cause the improvements to be made in accordance with all laws and regulations and after completion of the improvements shall provide CITY an itemized breakdown of the total cost of the improvements. Upon receipt of such documents CITY shall reimburse PERMITTEE, within thirty (30) days, one-half of the said total cost, not to exceed \$150,000.

6. Only the PERMITTEE, its properly qualified and its authorized agents, employees, contractors, and servants, shall have the right of ingress to and egress from the premises. If communications

equipment of PERMITTEE is operated or maintained by anyone other than its regular employees, the admission of such persons to the premises shall be Permitted only upon the advance written approval of the City Manager. CITY'S authorized staff may have entry to PERMITTEE'S half of the building (premises) upon the following conditions:

- Upon not less than forty-eight (48) hours notice to PERMITTEE'S telecommunications manager, CITY will make an appointment with PERMITTEE at a time and date mutually agreeable.
- CITY'S staff shall be accompanied by the staff of PERMITTEE.
- Entry to the premises will be available only during normal business hours.

7. CITY reserves the right to use the premises in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and remove pipelines, conduits, culverts, ducts, fences, poles, electrical energy (power and communication lines), roads, bridges, subways, sidewalks, to grant easements over, across, upon, and under said real property,

and the continuous right of ingress to and egress from any portion or portions of said real property in such a manner as not to create any unreasonable interference with the exercise of the rights granted to PERMITTEE.

CITY shall submit within forty-five (45) days of operation to PERMITTEE'S telecommunications staff CITY'S operating frequencies, power and other necessary on-air technical data so PERMITTEE can check for compatibility of operations with PERMITTEE'S existing facilities. CITY agrees to correct any operating interference caused by the addition of these new frequencies and equipment, except for the 800 MHz radio system frequencies and equipment previously mentioned in Paragraph 2b. of this agreement.

8. Any grant herein contained is subject to all valid and existing contracts, permits, licenses, easements, encumbrances, and claims of title which may affect the property and the word "grant" as used herein shall not be construed as a covenant against the existence thereof, provided this is not applicable to Paragraph 1 above.
9. All notices herein provided to be given or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, addressed as follows:

TO PERMITTEE:

SDG&E
P. O. Box 1831
San Diego, CA 92101
Attention Manager
- Land Department

TO CITY:

City Manager
City of San Diego
Attention Property Director
202 "C" Street
San Diego, CA 92101

The address to which the notices shall be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

10. PERMITTEE shall not commit, suffer, or Permit any waste on the premises or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the premises for any illegal or immoral purposes.
11. Should PERMITTEE hold over after the expiration of the term of this Permit with the consent of CITY, expressed or implied, said tenancy shall be deemed to be a tenancy from month to month, subject otherwise to all the terms and conditions of this Permit insofar as applicable.
12. PERMITTEE shall at all times in the construction, operation, maintenance, and occupancy of the site comply with all applicable laws, statutes, ordinances, and regulations of CITY, County,

State, and Federal Governments, at PERMITTEE'S sole cost and expense. In addition, PERMITTEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

13. CITY will not keep improvements which are constructed or installed by PERMITTEE under the provisions of this Permit insured against fire or casualty, and PERMITTEE will make no claim of any nature against CITY by reason of any damage to the business or property of PERMITTEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents, independent contractor or employees of the City of San Diego.
14. PERMITTEE shall, at its own expense, have the right from time to time during its occupancy of the premises to
 - a. Improve the premises in a manner consistent with the purposes of this Permit as set forth in Paragraph 2 hereof, including but not limited to the installation, operation, maintenance, or removal of said communications equipment, provided that plans for the construction or enlargement of any improvement shall be submitted to the City Manager of CITY in advance of

such construction or enlargement, and shall be subject to written approval of the City Manager. CITY will not unreasonably withhold such approval, and such approval shall not constitute approval of any communications equipment installed or to be installed by PERMITTEE, and shall not relieve PERMITTEE of the obligation of complying with any and all terms and conditions of this Permit.

- b. Furnish, install and use in, upon, and under, and to remove from the premises such wires, equipment and other property of whatsoever kind and nature as PERMITTEE deems necessary, consistent with the purpose of this Permit as set forth in Paragraph 2 hereof; and
- c. Connect such wires and equipment to lines adjoining the premises. All work done by PERMITTEE on the premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and provided further that the premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

- 15. All improvements (other than the building and the tower foundation, which shall be CITY'S property) constructed on and all other

improvements placed on the premises or its appurtenances by PERMITTEE, and all wires, equipment, and other property placed in, upon, or under the premises or its appurtenances by PERMITTEE, shall remain the property of PERMITTEE and shall be removed by PERMITTEE at its sole cost and expense, within sixty (60) days after termination of PERMITTEE'S tenancy of the premises, but should PERMITTEE fail to do so within sixty (60) days after termination, CITY may do so at the risk of PERMITTEE, and all cost and expense of such removal as aforesaid shall be paid by PERMITTEE on demand; provided, however, upon the termination of PERMITTEE'S tenancy, PERMITTEE may, with the written consent of CITY, abandon in place any and all of said improvements, whereupon title of the improvements as abandoned by PERMITTEE shall vest in CITY.

16. The cost of maintenance and repairs to the premises as described in Paragraph 2 herein shall be shared equally by PERMITTEE and CITY.

PERMITTEE and CITY shall share equally the fuel and other maintenance costs associated with operating the generator and supplying standby energy. CITY shall reimburse to PERMITTEE within thirty (30) days after receiving written demand therefor, a sum of money equivalent to an equal one-half share of the items herein.

17. PERMITTEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with its development and operation of the premises. CITY agrees to be responsible and pay for utilities and installation charges associated with its use of the premises.
18. PERMITTEE agrees to install, maintain, and operate its electronic equipment in accordance with the highest engineering standards prevailing in the communications industry. In the event PERMITTEE from engineering, installation, operation or maintenance of equipment, or other causes, hinders, interferes with, or obstructs radio or electronic equipment owned or operated by the CITY, any governmental agency, or any PERMITTEE operating communications equipment at Mt. Woodson prior to the execution of this Permit, PERMITTEE shall, at its sole cost and expense, forthwith cease to do the same.

If such hindrance, interference or obstruction is not eliminated or does not fully cease within ten (10) days after receipt by PERMITTEE from CITY of notification of the existence thereof, CITY shall have the right to order cessation of so much of PERMITTEE'S equipment as may be necessary to continuously eliminate the interference.

19. CITY hereby grants to PERMITTEE a nonexclusive right to use, during the term of this Permit, the access road which serves Mt. Woodson. This right shall be subject to provisions of Paragraph 6 hereof, and to the following terms and conditions:

- a. PERMITTEE shall exercise the right through its authorized subpermittees, agents, employees, contractors, or servants whenever it is necessary for them or any of them to have access to PERMITTEE'S facilities, now or hereafter located on the premises.
- b. PERMITTEE shall use the road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and, further, PERMITTEE shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.
- c. The annual access road maintenance costs are estimated to be \$26,500. These costs shall be prorated on the basis of relative square footage of PERMITTEE'S building in relation to the total square footage of all users' buildings at the City's Mt. Woodson Communication Site. As of November 1987, other

major users are Pacific Bell, Palomar Communications Company, Meridian Communications Company, MCI, SDG&E and the City of San Diego, with a cumulative total of 4,513 square feet.

Based on the PERMITTEE'S 600-square-foot building space, the annual charge is currently estimated to be \$3,523. The actual annual billing will be based on the PERMITTEE'S prorated portion of the CITY'S actual road maintenance cost for each year of this Permit.

d. In the event gates are placed in fences now or hereafter crossing the road, PERMITTEE shall provide locks in such a manner that the gates may be used without disturbing the locks of others.

e. PERMITTEE and CITY agree to pay one-half (50%/50%) of the expense of future maintenance and repair of the jointly used driveways to the site as may become necessary from time to time.

20. PERMITTEE shall, on the last day of the term or sooner termination of this Permit, surrender the premises in good order, condition, and repair, reasonable use and wear thereof and damage by act of God or the elements excepted.

21. Except for those instances in which the CITY is negligent in its actions, PERMITTEE does hereby agree to indemnify and save CITY, its officers, agents, and employees, harmless from any loss, damage, or liability which shall be caused by or may arise from the exercise by PERMITTEE of any of the rights herein granted, and from all claims, demands, and causes of action that may be brought against CITY, its successors, or assigns, caused by, arising out of, or in any way connected with the exercise by PERMITTEE of any of the rights herein granted.
22. CITY shall have the right to occupy PERMITTEE'S tower for placing antennae. PERMITTEE shall be the "Tower Manager" and CITY shall submit in writing for PERMITTEE'S approval prior to construction a general plan showing proposed mounting fixtures and location of antennae on the tower. Consent for such approval shall not be unreasonably withheld.
23. Time is of the essence of each and all of the provisions, covenants, and conditions of this Permit.
24. PERMITTEE shall not assign this Permit, or any interest therein, and shall not subpermit the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents and guests of PERMITTEE, to use or

occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. Consent of the City Manager shall not be unreasonably withheld. A consent to assignment, subpermitting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subpermitting, occupation or use by another person. Any such assignment or subpermitting without such consent shall be void, and shall, at the option of CITY, terminate this Permit. This Permit shall not, nor shall any interest therein, be assignable, as to the interest of PERMITTEE, by operation of law, without the written consent of the City Manager. Consent of the City Manager shall not be unreasonably withheld.

"Assignment," for the purposes of this clause shall include any transfer of any ownership interest in this Permit by PERMITTEE or by any partners, principals, or stockholders, as the case may be, from the original PERMITTEE, its general partners or principals.

Approval of any assignment or subpermit shall be conditioned upon the assignee or subpermittee agreeing in writing that it will assume the rights and obligations thereby assigned or subpermitted and that it will keep and perform all covenants, conditions and provisions of this Permit which are applicable to the rights acquired. The City Manager may require, as a condition to

approval of any subpermit or assignment, that the proposed sub-permittee or assignee pay additional rent to CITY to equal the full fair market rent justifiable at the date of such proposed sublet or assignment.

25. PERMITTEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE or levied by reason of the business or other PERMITTEE activities related to the premises, including any licenses or permits. PERMITTEE recognizes and agrees that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on such interest, and that PERMITTEE shall pay all such possessory interest taxes. PERMITTEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

26. ATTORNEY'S FEES. In the event that CITY or PERMITTEE shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform under this Agreement, the party prevailing in said action or proceeding shall be entitled to

recover, in addition to court costs, reasonable attorney's fees to be fixed by the courts, and such recovery shall include court costs and attorney's fee on appeal, if any. The "party prevailing" means the party in whose favor final judgment is rendered.

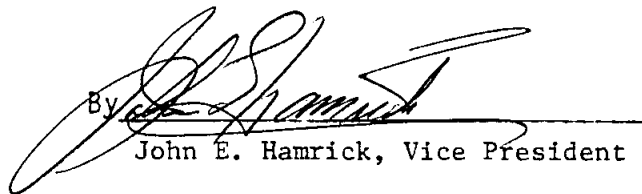
IN WITNESS WHEREOF, this Use and Occupancy Permit is executed by CITY,
acting by and through the City Manager and by PERMITTEE, by and through its
lawfully authorized officers.

THE CITY OF SAN DIEGO

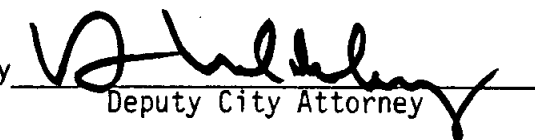
Date SEP 06 1988

By 

PERMITTEE: SAN DIEGO GAS & ELECTRIC
COMPANY

By 
John E. Hamrick, Vice President

APPROVED as to form and legality this 28 day of September, 1988.
JOHN W. WITT, City Attorney

By 
Deputy City Attorney

JEH:st(62-16)
10-12-87

That portion of the Southeast Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 1 West, San Bernardino Meridian, in the County of San Diego, State of California, described as follows:

Commencing at the Southwest corner of said Section 27, as shown and delineated on Record of Survey Map No. 8142, filed in the Office of the County Recorder of said County of San Diego; thence along the Southerly line thereof, North $89^{\circ} 27' 30''$ East, 2459.18 feet to the Southwest corner of that certain "Mt. Woodson Lookout Site, 3.78 Acres" parcel of land, as shown and delineated on Sheet 2 of said Record of Survey Map No. 8142; thence along the Westerly line thereof, North $19^{\circ} 50' 00''$ West, 376.42 feet; thence North $89^{\circ} 09' 45''$ West, 410.94 feet; thence North $20^{\circ} 09' 45''$ West, 83.00 feet; thence North $89^{\circ} 09' 45''$ West, 160.99 feet to the TRUE POINT OF BEGINNING; thence continuing North $89^{\circ} 09' 45''$ West, 89.01 feet; thence North $20^{\circ} 09' 45''$ West, 114.52 feet; thence South $89^{\circ} 09' 45''$ East, 89.01 feet; thence South $20^{\circ} 09' 45''$ East, 114.52 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"

CITY OF SAN DIEGO ELECTRONIC LAND USE
"ON THE AIR" TEST INSTRUCTIONS AND PROCEDURES

1. Explanation

Prior to the City of San Diego (hereinafter called the "City") approval of an application for a radio-electronic land use Permit or modification of an existing Permit, pre-installation or pre-use tests will be required. Such tests will determine whether or not radio frequency interference or degraded performance will result to the existing Permitted radio electronic type uses and operations in the general area.

Should the interference problems result, it will be the responsibility of the tenant implementing the new installation to initiate mutually agreeable actions of the parties involved to settle the problem among themselves. The City will not act as referee nor become involved in any legal action in such cases, except as required in instances of radio frequency interference to "City" radio communications operations in the general area.

The City may recognize the right of prior Permittees and withhold approval of a radio-electronic land use application or Permit modification pending settlement of interference problems between the applicant and other Permittees.

EXHIBIT B

2. Pre-installation or pre-use Testing

A. It will be the responsibility of the applicant to make the complete arrangements and conduct all tests in a technically sound manner.

(1) A listing of all radio-electronic land use Permittees operating in the general area will be obtained from the City Communications Engineer.

B. It will be the responsibility of the applicant to notify all radio electronic land use Permittees in the general area, of the tests and details thereof, at least 14 days in advance of the tests.

(1) The notification shall be in the form of letter to each listed Permittee giving a technical summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the Permittee to have a qualified representative present for the tests to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the Permittee.

(2) A copy of these instructions, "City of San Diego Radio-Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be so noted in the notification letter.

(3) Notifications to Permittees shall be sent via U.S. Mail or hand delivered.

(4) The notification letter to the City Communications Engineer shall include a list of all Permittees notified.

C. It will be the applicant's responsibility to submit to the City Communications Engineer following the completion of the tests, a letter stating test results obtained from each Permittee participating in the test and a list of those Permittees who did not respond.

D. In the event a notified Permittee fails to send a qualified representative to observe and participate in the tests, it will be assumed by the City that the Permittee has assured himself that his operations will not be affected.

3. On-The-Air Tests - Technical Details

Pre-installation or pre-use on-the-air tests shall be conducted by the applicant under the following technical conditions:

A. The applicant's transmitting and receiving equipment shall be of the type planned for final use at the site.

(1) The transmitted RF power shall be the maximum to be used and authorized at the location.

(2) On-the-air transmitter tests shall include the use of full allowable modulation.

(3) Antenna height(s), location(s) and type(s) shall be the same as the final installation plan.

B. Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the applicant's electronic equipment.

C. All tests will include testing with all frequencies planned for use by the applicant at the location.

4. Radio Frequency Type Interference to City Radio Installations

Specifications:

(1) The radio equipment use proposed by the applicant shall not directly or indirectly result in degraded technical performance of the City's existing radio equipment as installed at the site or in the general areas. Resulting degraded technical performance in this instance will include, but is not limited to:

- (a) Detectable or measurable received inter-modulation.
- (b) Audio distortion or noise.
- (c) Receiver desensitization in excess of 3.0dB with respect to a 12dB SINAD test signal.
- (d) Increase in noise-to-desired signal in excess of 3.0dB.

TEST RESULTS CERTIFICATION

DATE _____

Subject: On-the-air" tests conducted at Mt. Woodson _____

(date)

at _____ by _____. The transmitting

time (tenant conducting test)

frequency of the new transmitter was _____ MHz.

Gentlemen:

With regard to the above test:

This is to certify that objectionable radio frequency interference (did)
(did not) result during test.

Details of interference: (if applicable)

Proposed technical correction action: (if applicable)

(Tenant)

(Tenant's Representative)

"ONE FORM REQUIRED PER BASE STATION"

DATE: _____

LOCATION: _____ AGENCY: _____

CALL LETTERS: _____ CONTACT NAME: _____ PHONE NO: _____

TRANSMITTER RECEIVER

MAKE: _____ MAKE: _____

MODEL: _____ MODEL: _____

TYPE ACCEPTANCE NUMBER: _____

EMISSION: _____

POWER OUTPUT: _____ Watts CABLE/COMBINER LOSSES _____ dB.

<u>Transmit Frequency</u>	<u>Receive Frequency</u>	<u>Coded Squelch Frequency</u>
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____

<u>ANTENNA</u>	<u>CRYSTAL FILTER</u>	<u>ISOLATOR</u>
Make _____	Make _____	Make _____
Type _____	Model _____	Model _____
Gain _____	<u>CAVITY</u>	
Directional _____	Make _____	
Aimuth _____	Model _____	

REMARKS:

I certify the above items are in place and operational.

Signature

Date

RESOLUTION NUMBER R- **271778**

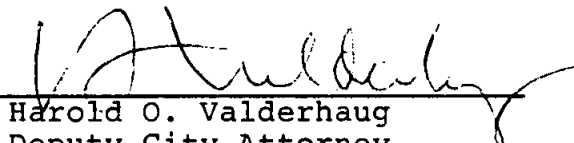
ADOPTED ON **SEP 06 1988**

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a 10-year Use and Occupancy Permit, with an option to extend for an additional 10 years, with SAN DIEGO GAS & ELECTRIC COMPANY, for a communications facility on an approximately 0.48-acre site atop Mt. Woodson, at an initial annual rent of \$12,000, under the terms and conditions set forth in that Use and Occupancy Permit on file in the office of the City Clerk as Document No.

RR- **271778**

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
08/09/88
Or.Dept:Prop.
Job:218829
R-89-329
Form=r.none

Passed and adopted by the Council of The City of San Diego on

SEP 06 1988 by the following vote:

YEAS: Wolfsheimer, Roberts, McColl, Pratt, Struiksma, Henderson,
McCarty, Filner and O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: TENA M. MARTIN, Deputy

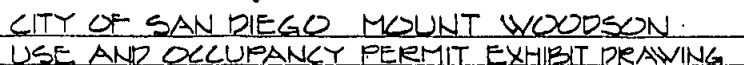
I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 271778, passed
and adopted by the Council of The City of San Diego, California
on SEP 06 1988.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Tena Martin, Deputy

50

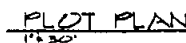


28 27
33 34

2459.18'

N 89° 27' 30" E

SW COR



PLOT PLAN
SDG&E CO. f CITY OF SAN DIE
MICROWAVE STATION
MOUNT WOODSON

JG NORTH

51A

(R-88-2259)

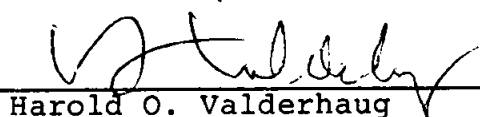
RESOLUTION NUMBER R- 271966

ADOPTED ON SEP 26 1988

BE IT RESOLVED, by the Council of The City of San Diego, that it be, and it is hereby certified, that the information contained in ENVIRONMENTAL NEGATIVE DECLARATION NO. P87-031, prepared by the County of San Diego in connection with a San Diego Gas & Electric easement on Mt. Woodson, on file in the office of the City Clerk, has been received and considered by this Council.

APPROVED: John W. Witt, City Attorney

By



Harold O. Valderhaug
Deputy City Attorney

HOV:ps
05/09/88
Job:919720
Or.Dept:Prop.
R-88-2259
Form=r.neg

Passed and adopted by the Council of the City of San Diego

SEP 06 1938 by the following vote:

YEAS: Wolfsheimer, Roberts, McColl, Pratt, Struiksma, Henderson,

McCarty, Filner and O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: TENA M. MARTIN, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 271778, passed
and adopted by the Council of The City of San Diego, California
on SEP 06 1938.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Tena Martin, Deputy

51A
Humes

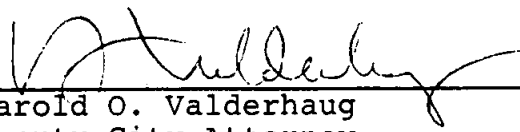
(R-89-330)

RESOLUTION NUMBER R- 271779

ADOPTED ON SEP 06 1988

BE IT RESOLVED, by the Council of The City of San Diego that it be, and it is hereby certified, that the information contained in COUNTY OF SAN DIEGO NEGATIVE DECLARATION NO. P87-031, in connection with San Diego Gas & Electric Company's communications facility atop Mt. Woodson, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970, as amended, and the State guidelines thereto, and that said Declaration has been reviewed and considered by this Council.

APPROVED: John W. Witt, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
08/09/88
Job:218829
Or.Dept:Prop.
R-89-330
Form=r.neg



COUNTY OF SAN DIEGO

Department of Planning & Land Use

511

Please send reply to office checked:

☐ 5201 Ruffin Road, Suite B
San Diego, CA 92123-1666
(619) 565-3072

☐ WALTER C. LADWIG, DIRECTOR
5201 Ruffin Road, Suite B
San Diego, CA 92123-1666
(619) 565-3001

☐ 334 Via Vera Cruz
San Marcos, CA 92069-2638
(619) 741-4236

RECEIVED

MAR 16 1988

ENVIRONMENTAL QUALITY
DIVISION

June 2, 1987

NOTICE OF NEGATIVE DECLARATION

P87-031, Log No. 87-9-12

San Diego Gas & Electric Co.

FINDING:

The County of San Diego, Planning & Environmental Review Board (PERB), has examined the Initial Study and finds that the proposed project will not have a significant effect on the environment, and that an Environmental Impact Report need not be prepared pursuant to the San Diego County Procedures for Environmental Impact Review, revised February, 1984.

INITIAL STUDY SUMMARY

PROJECT DESCRIPTION AND LOCATION:

This project is a request for a Major Use Permit to allow development of a telecommunication facility consisting of a 150 foot high square base antenna, a 30x40x10 control building (ultimately 2 stories) and a diesel generator. The project site occupies 1.15 acres of land on top of Mt. Woodson in Ramona.

THOMAS BROS. COORD.: 33N, B3

FIELD CHECKED: yes

ANALYST: A. Segal

Ramona Subregional/Comm. Plan
A70(8) Use Regulation

(18) Multiple Rural

1 du/4,8,20,40 acres
1 du/8 acres

ENVIRONMENTAL SETTING:

The project topography incorporates moderate and steep slopes with the numerous large rock outcroppings and mixed chaparral in undisturbed areas. There are several other telecommunication facilities atop the mountain which include several types of tower structures and equipment buildings. A C.D.F. fire watch tower is located to the east. Surrounding land is vacant with scattered single-family residences at significant distances from the project site. The site is accessed by a service road. The ambient noise level is "low".

POTENTIALLY SIGNIFICANT EFFECTS:

None anticipated since the area is already used by similar telecommunication facilities and the applicant has changed the location of the control building.

P87-031, Log No. 87-9-12
June 2, 1987

- 2 -

MITIGATING MEASURES PROPOSED BY APPLICANT:

The applicant has modified the project and has agreed to relocate the control building to the location in the middle of the site where the visual impacts from the structure would be insignificant.

REASONS TO SUPPORT FINDING OF NEGATIVE DECLARATION:

Since there are several existing telecommunication facilities atop Mount Woodson, the addition of the project would not result in significant new environmental impacts in addition to those already occurred.

NOTE: This action becomes final upon approval by the appropriate decision-making body.

Additional copies of this Negative Declaration may be obtained at the Environmental Planning Section, DPLU, 5201 Ruffin Road, San Diego, CA 92123.

James C. Chagala

JAMES C. CHAGALA, Chairman
Planning & Environmental Review Board

JCC:AS:jcr

cc: Charlie Lough, Project Planner
San Diego Gas & Electric Co., P.O. Box 1831, San Diego, CA 92112
Attn: Julian C. Barueff

51A

(R-89-329)

RESOLUTION NUMBER R- 271778

ADOPTED ON SEP 06 1988

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a 10-year Use and Occupancy Permit, with an option to extend for an additional 10 years, with SAN DIEGO GAS & ELECTRIC COMPANY, for a communications facility on an approximately 0.48-acre site atop Mt. Woodson, at an initial annual rent of \$12,000, under the terms and conditions set forth in that Use and Occupancy Permit on file in the office of the City Clerk as Document No.

RR- 271778

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
08/09/88
Or.Dept:Prop.
Job:218829
R-89-329
Form=r.none



DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

August 18, 1987

OFFICE OF THE
CITY MANAGER
236-6363

Files: Property File - E901PM
Permit File - SDG&E (Mt. Woodson)

San Diego Gas & Electric Co.
P.O. Box 1831
San Diego, CA 92101

Gentlemen:

Re: Right of Entry Permit - SDG&E (Portion Mt. Woodson)

The City of San Diego ("City") hereby grants permission to San Diego Gas & Electric Company ("Permittee") to enter upon the above-referenced City-owned property ("premises"), as shown in red on the attached Exhibit "A," upon the following terms and conditions:

1. Permittee's use of the premises shall be limited to occupy the site for delivery of materials, grading of the site and tower/building construction.
2. Consideration to City for granting this permit shall be the payment of the City's processing fee of \$225.
3. This permit shall be in effect for 120 days and shall begin on the date this agreement is signed by Permittee.
4. Permittee certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$1 million combined single limit liability and that said policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Property Department upon execution of this permit.
5. Permittee agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its agents, officers, or employees in performing the work or services herein and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

6. All risks in connection with Permittee's use of the premises and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
7. Permittee shall not use the premises in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the peace of persons in the surrounding area.
8. This permit is revocable at any time by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.
9. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.
10. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the premises.
11. Permittee shall not assign any rights granted by this permit nor any interest therein. Any assignment by operation of law shall automatically terminate this permit.
12. No signs shall be displayed on the premises without the prior written consent of the City Manager.
13. Maintenance of the premises shall be the sole responsibility of Permittee during the entire term of this permit.
14. Grading and compaction operations shall be done in such a manner that the existing surface drainage pattern will not be disrupted, and the final grades will not interfere with the existing flow pattern.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the City Property Department, together with your insurance certificate and check for \$225 made payable to the "City Treasurer," within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Jane E. Humes, Property Agent, at 236-5774.

Very truly yours,



Maureen A. Stapleton
Deputy City Manager

JLS:JEH:baa(2)43

Attachments

cc: County Assessor
Auditor
Financial Management
Paul Salter, General Services

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 28th DAY OF August, 1987.

SAN DIEGO GAS & ELECTRIC COMPANY

By 
Steven D. Davis, Manager
Land & Environmental Dept.

APPROVED AS TO FORM AND LEGALITY BY:

JOHN W. WITT, City Attorney

By _____
Deputy City Attorney



RAY SILVER
DIRECTOR
(619) 694-2962

County of San Diego

DEPARTMENT OF PLANNING AND LAND USE

MAIN OFFICE
5201 RUFFIN ROAD, SUITE B, SAN DIEGO, CALIFORNIA 92123-1668
INFORMATION (619) 694-2960

FIELD OFFICE
334 VIA VERA CRUZ
SAN MARCOS,
CALIFORNIA 92069-2638
(619) 741-4238

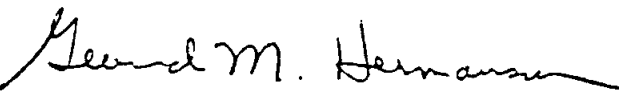
January 1, 1988

Decision of the Director of Planning and Land Use
on a Minor Use Permit From Plot Plan
Major Use Permit P87-031W

A revised plot plan dated December 22, 1987, was submitted by San Diego Gas and Electric for a "Minor Deviation" from a plot plan approved in connection with Major Use Permit P87-031 for a 150 foot high communications tower and a 30 foot or 40 foot by 10 foot control building. The applicant's request is to relocate the tower 25 feet south of the approved location. Property is located at the top of Mount Woodson in the Ramona area in the A70 Land Use Regulation.

A notice that this minor deviation would be considered was mailed to the same property owners that received the original notice for comment on this request. In the specific time prior to December 23, 1987 no replies were received in opposition. Therefore, in accordance with Section 7609 of The Zoning Ordinance, the Director of Planning and Land Use hereby finds that the proposed minor deviation does not constitute a substantial change in the major use permit and that said deviation will not adversely affect adjacent property or adjacent property owners, and approves said minor deviation as per revised plot plan.

DEPARTMENT OF PLANNING AND LAND USE
Ray Silver, Director

By 
GERALD M. HERMANSON, Deputy Director
Regulatory Planning

GMH:BFG:c1

RPMD, P87031/12-24



RECEIVED

DEC 1 1987

PROPERTY DEPT.

RAY SILVER
DIRECTOR
(619) 694-2952

County of San Diego
DEPARTMENT OF PLANNING AND LAND USE

FIELD OFFICE
334 VIA VERA CRUZ
SAN MARCOS,
CALIFORNIA 92069-2638
(619) 741-4236

MAIN OFFICE
5201 RUFFIN ROAD, SUITE B, SAN DIEGO, CALIFORNIA 92123-1666
INFORMATION (619) 694-2960

Notice is hereby given that the Director of Planning and Land Use of the County of San Diego will consider a proposed Minor Deviation filed pursuant to County Ordinance at its offices located at 5201 Ruffin Road, Suite B San Diego, CA 92123.

Type of Application: Minor Deviation	Case No.: P87-031M
Property Owner: San Diego Gas & Electric Co.	Concurrent Cases: None
Owner's Agent: Jay Barnett	
Project Location/Community: Ramona	Street Address: Top of Mt. Woodson

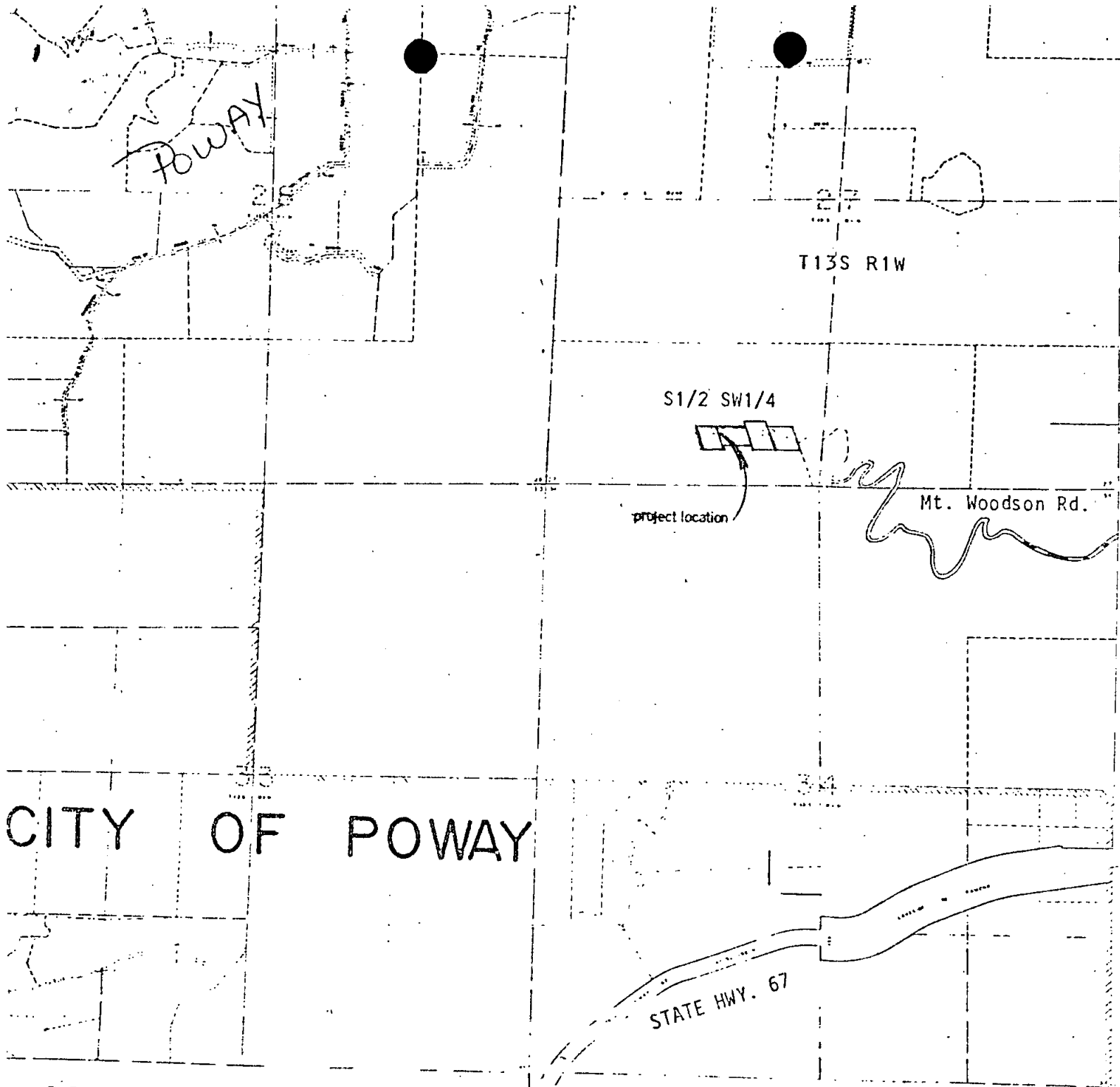
PROJECT DESCRIPTION: A 150-foot high communications tower, a 30' x 40' x 10' control building (ultimately to be 2 stories), a diesel generator, and site grading. The minor deviation is to relocate tower approximately 25 feet to the south on same site.

PROJECT STATISTICS:	ZONING USE REGULATION
Total Area: 1.15 acres	Existing: A70 Proposed: No change
Lot Size: N/A	
Number of Lots: N/A	
Number of Dwelling Units: N/A	
SUBREGIONAL/COMMUNITY DESIGNATION: (18) Multiple Rural Use	ENVIRONMENTAL STATUS: Negative Declaration dated June 2, 1987.

The purpose of this notice is to give property owners in the vicinity of the proposed development and other interested parties an opportunity to be informed of the proposal prior to action by the County.

This will be an administrative action without the requirement of a public hearing. Please submit comments for our consideration prior to December 23, 1987.

ADDITIONAL INFORMATION: If you have questions about the proposal or wish to discuss the project with staff of the Department of Planning and Land Use prior to final action, you may contact Benjamin F. Grame, 5201 Ruffin Road, San Diego, CA 92123 or telephone 694-3497.



SAN DIEGO COUNTY DEPARTMENT OF PLANNING AND LAND USE - PROJECT SUMMARY

PROPOSED USE MICROWAVE STATION
 OWNER/APPLICANT SAN DIEGO GAS & ELECTRIC COMPANY
 ENGINEER DAVID R. HAZLETT
 NAME OF COMMUNITY OR SUB-REGIONAL PLAN RAMONA
 PLAN DESIGNATION #18 REGIONAL CATEGORY E.D.A.
 ZONING USE REGULATION: EXISTING A-70 PROPOSED _____
 ACRES 3.78 NO. OF LOTS _____ NO. OF DWELLING UNITS _____
 ELEMENTARY SCHOOL DISTRICT RAMONA
 HIGH SCHOOL DISTRICT RAMONA
 SEWER DISTRICT _____
 WATER DISTRICT RAMONA
 FIRE DISTRICT RAMONA
 BASE MAP # 118 BOOK 278 PAGE 081 PCL 5

DATE REC'D 4-30-87
 HEARING DATE 5-28-87



NORTH

SCALE - 1" = 800'

CASE# P87-031
 THOM. BROS. 33-N



COUNTY OF SAN DIEGO

Department of Planning & Land Use

Please send reply to office checked:

☐ 5201 Ruffin Road, Suite B
San Diego, CA 92123-1666
(619) 565-3072

☐ WALTER C. LADWIG, DIRECTOR
5201 Ruffin Road, Suite B
San Diego, CA 92123-1666
(619) 565-3001

☐ 334 Via Vera Cruz
San Marcos, CA 92069-2638
(619) 741-4236

June 2, 1987

NOTICE OF NEGATIVE DECLARATION

P87-031, Log No. 87-9-12

San Diego Gas & Electric Co.

FINDING:

The County of San Diego, Planning & Environmental Review Board (PERB), has examined the Initial Study and finds that the proposed project will not have a significant effect on the environment, and that an Environmental Impact Report need not be prepared pursuant to the San Diego County Procedures for Environmental Impact Review, revised February, 1984.

INITIAL STUDY SUMMARY

PROJECT DESCRIPTION AND LOCATION:

This project is a request for a Major Use Permit to allow development of a telecommunication facility consisting of a 150 foot high square base antenna, a 30x40x10 control building (ultimately 2 stories) and a diesel generator. The project site occupies 1.15 acres of land on top of Mt. Woodson in Ramona.

THOMAS BROS. COORD.: 33N, B3

FIELD CHECKED: yes

ANALYST: A. Segal

Ramona Subregional/Comm. Plan
A70(8) Use Regulation

(18) Multiple Rural

1 du/4,8,20,40 acres
1 du/8 acres

ENVIRONMENTAL SETTING:

The project topography incorporates moderate and steep slopes with the numerous large rock outcroppings and mixed chaparral in undisturbed areas. There are several other telecommunication facilities atop the mountain which include several types of tower structures and equipment buildings. A C.D.F. fire watch tower is located to the east. Surrounding land is vacant with scattered single-family residences at significant distances from the project site. The site is accessed by a service road. The ambient noise level is "low".

POTENTIALLY SIGNIFICANT EFFECTS:

None anticipated since the area is already used by similar telecommunication facilities and the applicant has changed the location of the control building.

MITIGATING MEASURES PROPOSED BY APPLICANT:

The applicant has modified the project and has agreed to relocate the control building to the location in the middle of the site where the visual impacts from the structure would be insignificant.

REASONS TO SUPPORT FINDING OF NEGATIVE DECLARATION:

Since there are several existing telecommunication facilities atop Mount Woodson, the addition of the project would not result in significant new environmental impacts in addition to those already occurred.

NOTE: This action becomes final upon approval by the appropriate decision-making body.

Additional copies of this Negative Declaration may be obtained at the Environmental Planning Section, DPLU, 5201 Ruffin Road, San Diego, CA 92123.



JAMES C. CHAGALA, Chairman
Planning & Environmental Review Board

JCC:AS:jcr

cc: Charlie Lough, Project Planner
San Diego Gas & Electric Co., P.O. Box 1831, San Diego, CA 92112
Attn: Julian C. Barueff



County / City of San Diego
City of San Diego



APPLICATION FOR ENVIRONMENTAL INITIAL STUDY

FOR COUNTY USE ONLY	FOR CITY USE ONLY
Thomas Bros. Page _____	ECD File No. _____
Community/General Plan area _____	Project Name _____
_____	Date Filed _____
Plan Designation _____	Fee Deposit \$ _____ No. _____
_____	Logged in map book by _____
Zoning _____	Lambert Coordinates _____
	Coastal Zone _____
	Community Plan Area _____

Completed by:

Julian C. Barnett
Name (please print)

Julian C. Barnett 4/29/87
Signature Date

L. General Information

- A. Name of Applicant San Diego Gas & Electric Company
 Address P.O. Box 1831
 City San Diego State CA Zip 92112
 Phone No. (619) 696-2415
- B. Name of Agency and/or Individual Preparing this Form _____
Julian C. Barnett
 Address As Above
 City _____ State _____ Zip 92112
 Contact Person Julian C. Barnett Phone No. (619) 696-2415

C. Project Location

1. Property location is on N S E W (circle one) side of Atop Mt. Woodson
 _____ between _____
 and _____
 Street Address (if any): _____
2. Brief Legal Description: S 1/2 SW 1/4 Sec 27, T13S R1W
 Lot No. _____ Block No. _____ Subdivision Name _____ Map No. _____
3. Complete section parcel reference:
 Book 278, Page 081, and Parcel(s) 5

D. Project Approvals

1. Indicate all discretionary permits, approvals, or funding required from the City or County of San Diego to complete the project. Also indicate the respective case numbers and the dates of any previous approvals.

Discretionary Action

Project Case No.

Major User Permit - County of San Diego

2. Indicate other permits, approvals, or funding required from Regional, State and Federal jurisdictions (e.g., Regional Water Quality Control Board, Army Corps of Engineers, Air Pollution Control District, Coastal Commission, California Fish and Game, LAFCD). If previously granted, indicate date of approval.

N/A

E. Zone

Indicate existing zone A-70 proposed zone N/A

II. Project Description

- A. Describe in detail the main features of the project. This description should adequately reflect the ultimate use of the site in terms of all construction and development, verifiable by submitted drawings/plans. If the project will be phased, the anticipated phasing schedule should be described.

- * San Diego Gas & Electric Company and the City of San Diego (owners of the property) propose to jointly develop a telecommunication facility on top of Mount Woodson. Site development will consist of a 150' square base antenna designed to accommodate all users of the site. A building 30x40x10 will be installed. A diesel generator will also be installed. Grading will consist of 340 cubic yards to provide the base from the building and generator. Future development will consist of adding a second story to the building.

The focus of this site development is in concert with the County of San Diego's telecommunication policy manual of 1985.

B. Proposed Site Utilization

- 1. Total area 1.15 acres
- 2. Net area (Total area minus area of public street and dedication) N/A acres
- 3. Number of buildings 4 Height 10' Stories 1
- 4. Number of attached residential units N/A; detached N/A
- 5. Total floor area of commercial or industrial uses Control House 1200' sq. ft.
- 6. Number of off-street parking spaces N/A

C. Topography and Grading. Attach copy of grading plan.

- 1. Percent of site previously graded N/A
- 2. Slope classification:

County Projects Gradient	City Projects Gradient	Existing Topography	After Grading
0-15%	0-10%	80%	100%
16-25%	11-25%	20%	%
Over 25%	Over 25%	%	%
		Total 100%	Total 100%

- 3. Area to be graded .2 acres
- 4. Volume of cutting 175 cubic yards, maximum cut slope ratio 1 1/2:1 and height 3 feet
- 5. Volume of fill 165 cubic yards, maximum fill slope ratio 2:1 and height 3 feet
- 6. Volume of soil imported or exported (specify) balanced
- 7. Retaining wall(s) length N/A feet, height N/A feet
- 8. Does runoff from the site drain toward a domestic water supply, lagoon, bay or beach? No
- 9. Could drainage from the site cause erosion or siltation to adjacent areas? No

- 10. Describe all off-site improvements necessary to implement the project, and their points of access or connection to the project site. These improvements include: new streets, street widening, extension of gas, electric, sewer, and water lines, cut and fill slopes, and pedestrian and bicycle paths.
No off-site improvements proposed

III. For commercial and industrial projects only: (Includes dry care centers and cottage industries)

A. Project Operations Microwave Station

1. Number of average daily automobile trips generated by the project 40-50 per year

2. Facilities to be open from N/A a.m. to N/A p.m. on weekdays,
from N/A a.m. to N/A p.m. on weekends.

3. Number of total employees -0- Each shift -0-

4. Number of clients, customers or users each weekday -0-

5. Radius of the service area _____ miles.

6. Total floor area _____ sq. feet. Types of uses _____

*Initial control house one story 1200' sq. ft., ultimate 2
story 2400 sq. ft.

7. Number of off-site parking spaces provided None

8. Will industrial waste be discharged? No
If yes, attach a discussion of the provisions for disposal.

C. Will the project generate noise which could be heard outside the project area? No
Where? _____

D. 1. Will the project result in the use or discharge of hazardous materials (i.e., chemicals, dust, smoke,
etc.)? No

2. If yes, attach a discussion of the pollutants, methods for control and any special permits required;
also, answer "a" and "b" below:

a) What type of material? N/A

b) How often? N/A

E. Miscellaneous

1. Could the project result in the emission of any substance or energy such as odor, vibration, glare,
or electrical disturbances? No

2. If the project involves the storage of dangerous substances (e.g., liquefied petroleum), what safety
measures have been taken? N/A

IV. Additional Information

- A. 1. Project relationship to adjacent areas: give compass direction in blanks where appropriate.

Private dwellings NESW, Multiple dwellings None, Commercial None,
Industrial None, Mobile Home Park None, Vacant NESW,
Agriculture None, Indian Reservation Barona Indian Reservation.

2. Is the project within an agricultural preserve? No

3. Does the property have any Open Space Easement? No

- B. Environmental setting:

1. Describe the most recent use of the project site. Property Owned by the City of San Diego. Currently leased out for telecommunications purposes.

2. Describe the environmental conditions onsite (vegetation, amount of disturbance, grading, structures, drainage swales, etc.) rock out croppings, natural vegetation

3. Does the project site contain any of the following physical features?

Rock Outcroppings Yes Streams No Oak Groves No

4. Will the project be within 500 feet of a major roadway or train track? No

a) If yes, identify N/A

b) Give any elevation differential: Elevation of Mount Woodson

c) If yes, describe any natural or man-made features which would shield the project site from noise The location - atop Mt. Woodson

5. List any other potential noise sources which could affect the project (i.e., industrial projects nearby, etc.) and give approximate distances. N/A

6. a) Will the project be served by wells? No

b) If not, what district will provide water? N/A

7. a) Will the project have onsite sewage disposal? No

b) If not, what district will provide sewer? N/A

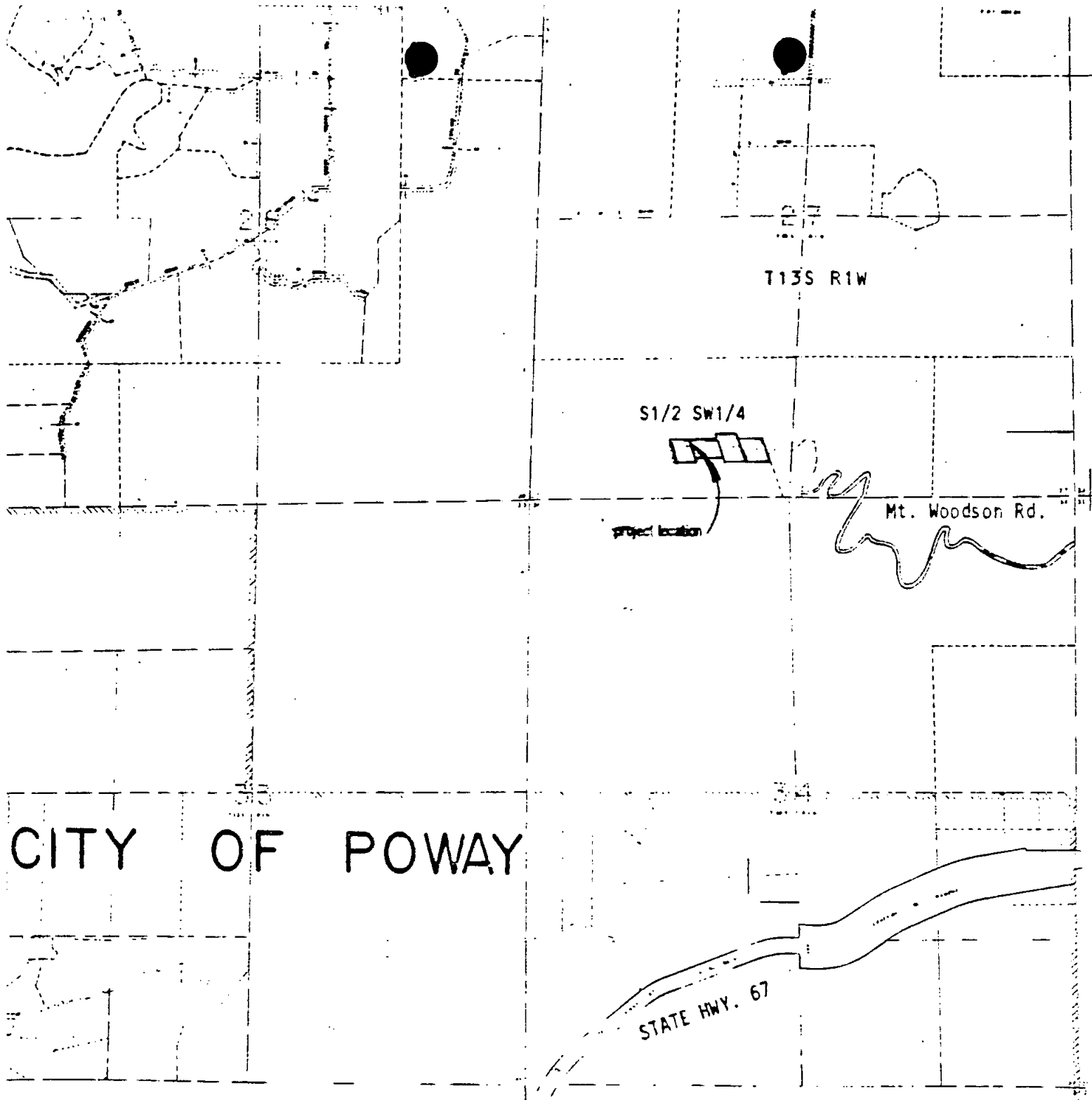
8. What fire protection agency will serve the project? Ramona

9. Must the project annex to any of these agencies? No

If so, which one(s)? N/A

10. a) Has the project site ever been a part of a military installation or been subjected to military training activities? Yes NO ☒.

b) If so, state the name of the installation and the years of operation, and whether or not live or practice ordnance may still exist on the site (use separate sheet for response).



SAN DIEGO COUNTY DEPARTMENT OF PLANNING AND LAND USE - PROJECT SUMMARY

PROPOSED USE MICROWAVE STATION
 OWNER/APPLICANT SAN DIEGO GAS & ELECTRIC COMPANY
 ENGINEER DAVID R. HAZLETT
 NAME OF COMMUNITY OR SUB-REGIONAL PLAN RAMONA
 PLAN DESIGNATION #18 REGIONAL CATEGORY E.D.A.
 ZONING USE REGULATION: EXISTING A-70 PROPOSED _____
 ACRES 3.78 NO. OF LOTS _____ NO. OF DWELLING UNITS _____
 ELEMENTARY SCHOOL DISTRICT RAMONA
 HIGH SCHOOL DISTRICT RAMONA
 SEWER DISTRICT _____
 WATER DISTRICT RAMONA
 FIRE DISTRICT RAMONA
 BASE MAP # 118 BOOK 278 PAGE 081 PCL 5

DATE REC'D _____
 HEARING DATE _____



NORTH

SCALE - 1" = 800'

CASE# _____
 THOM.BROS. 33-N