



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

**VERIZON WIRELESS (VAW) LLC,
doing business as Verizon Wireless**

At

**Rancho Penasquitos Open Space
12871 Black Mountain Road, San Diego, CA 92129
Southeast of Black Mt. Rd at CA Rt. 56
(NG34347)**

**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

This CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company, doing business as Verizon Wireless ("LESSEE"), hereinafter collectively referred to as the "Parties" or individually as the "Party," to be effective on the first day of the first month following the date of execution by CITY and approval by the San Diego City Attorney ("Effective Date").

RECITALS

A. CITY owns certain real property commonly known as **Rancho Penasquitos Open Space**, located at 12871 Black Mountain Rd, San Diego, CA 92129, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. CITY and LESSEE's were parties to that certain Flat Rate Lease dated May 14, 1996, as amended by a First Amendment to Lease last dated March 20, 2001 (as amended, the "Original Lease"), referred to by LESSEE as Contract NG34347, whereby CITY leased to LESSEE a portion of the Site (defined below in Section A) which expired May 31, 2016. LESSEE has remained on the Site and is currently in "holdover" status. LESSEE's improvements, if any, installed or constructed during the term of the Original Lease will remain owned by the LESSEE during the Term (defined below in Paragraph 4) of this Lease.

C. LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to operate and maintain a wireless communications facility within space at the Premises consisting of approximately 864 square feet and space located at the Premises for the antennas (collectively, the "Site"), as described and depicted in the Site plans attached hereto as Exhibit B and incorporated herein by reference (the "Site Plans").

D. LESSEE and the CITY desire to establish their respective rights and responsibilities for LESSEE'S construction and operation of the new wireless communications facility and LESSEE'S use of the Site.

AGREEMENT

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

For the purposes of this Lease, the terms listed below are defined as follows:

- 1.1. "Communications Equipment" - includes but is not limited to, antenna equipment, cable wiring, fiber lines, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources, and related fixtures more particularly described in Exhibit B.

- 1.2. "Hazardous Substances" - those hazardous substances listed by the Environmental Protection Agency ("EPA") in regularly released reports, and any other substances incorporated into the State of California's list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "CITY Contact" means the CITY's District Manager or designee. For purposes of this Lease, the CITY contact is currently Ray Garcia, who can be contacted at (619) 685-1356.

2. LEASED PROPERTY.

- 2.1. Lease of Site. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Site.
- 2.2. Access to Site. Unless otherwise provided, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Premises to access the site with a 24 hour non-exclusive basis to access the Site.
- 2.3. Memorandum of Lease. Upon LESSEE's request, CITY shall execute and deliver to LESSEE a "Memorandum of Lease," substantially in the form attached hereto as Exhibit C, which LESSEE may record in the Office of the San Diego County Recorder.

3. USES.

LESSEE shall use the Site solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, maintaining, operating, and removing, all at LESSEE's sole cost and expense, LESSEE's Communications Equipment ("LESSEE's Operations").

- 3.1. Primary Purpose of Premises. The primary purpose of the Premises, which is a public park and this primary purpose may not be interfered with and is superior to any rights conveyed under this Lease. For the term of the Lease, the Site shall have the secondary purpose of accommodating LESSEE's Operations at the Site.

3.1.1 Notwithstanding that CITY is leasing the Site to LESSEE, and has identified LESSEE's Operations, provided LESSEE's Operations are conducted as described in the Lease and Site Plans, to be an allowed use at the Premises, in the event a lawsuit is filed against CITY or LESSEE, the purpose of which is to prevent or prohibit LESSEE's use of the Site, or if a subsequent change in applicable law prohibits LESSEE's Operations at the Site, either Party shall have the right to terminate this Agreement on thirty (30) days' notice to the other Party, without any further liability.

- 3.2. Other Uses. LESSEE shall not operate the Communications Equipment or use the Site for other related or incidental activities of any kind without CITY's prior written consent, in each instance, which consent shall be in the CITY's sole discretion.

- 3.3. No Nuisance. LESSEE shall not use the Site in any manner which creates a nuisance, as defined in California Civil Code section 3479 (or any amendment thereto or renumbering thereof).
- 3.4. Continuous Use. LESSEE shall continuously occupy and use the Site throughout the "Term" (defined below) of this Lease. Failure to continuously occupy and use the Site shall constitute a default of this Lease, whereby CITY may, in its sole discretion, terminate this Lease immediately upon written notice to LESSEE.
- 3.5. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease. Notwithstanding any other provision of this Lease to the contrary, upon such default, CITY may, in its sole discretion, terminate this Lease immediately upon written notice to LESSEE.
- 3.6. No Limitation. Nothing contained in this Lease shall be construed as a limitation, restriction or prohibition against CITY entering into agreements with other parties regarding the use of the Premises, provided that such other use does not interfere with LESSEE's use of the Site.
- 3.7. Use Restriction. CITY and LESSEE acknowledge the Premises is subject to that certain City Ordinance 11575 and that certain Ordinance No. 12235 (collectively "Ordinances"), which provide that the use of the Premises shall be for park and recreational purposes. Notwithstanding that CITY is leasing the Site to LESSEE, and has identified LESSEE's Operations as a permitted use at the Premises, in the event a lawsuit is filed against CITY or LESSEE, the purpose of which is to prevent or prohibit LESSEE's use of the Site, or if a subsequent change in the laws of CITY prohibits or materially restricts LESSEE's Operations as permitted herein, LESSEE shall have the right to terminate this Agreement on thirty (30) days' notice to CITY, without any further liability.

4. TERM.

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. "Lease Year" shall mean each twelve (12) month period during the Term, commencing on the month and day of the Effective Date and continuing to the same month and day of the following year, minus one (1) calendar day.

- 4.1. Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective.
- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to CITY in a decent, safe, and sanitary condition, and free and

clear of all liens and encumbrances caused by or resulting from LESSEE's Operations, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of LESSEE'S Operations. LESSEE shall surrender the Site in the same condition as it was on the Effective Date, normal wear and tear excepted.

- 4.3. Rent Received Under Original Lease. CITY and LESSEE acknowledge and agree that as of the Effective Date, the Original Lease shall be deemed terminated and of no further force and effect. This Lease supersedes and replaces the Original Lease, referenced by LESSEE as Contract No. NG78035. In the event CITY receives any rental or other payments made pursuant to the Original Lease after the Effective Date, such funds shall be refunded by CITY to LESSEE.

5. RENT.

LESSEE shall pay to CITY rent in the amount of \$38,000 (Thirty-Eight Thousand Dollars) for the first year of this Lease, in advance, which amount shall be subject to (1) annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter for Lease years two through ten ("Rent"), as follows:

Lease Year Two	\$39,330.00
Lease Year Three	\$40,706.55
Lease Year Four	\$42,131.28
Lease Year Five	\$43,605.87
Lease Year Six	\$45,132.08
Lease Year Seven	\$46,711.70
Lease Year Eight	\$48,346.61
Lease Year Nine	\$50,038.74
Lease Year Ten	\$51,790.10

The above Rent schedule reflects an annual rent escalation equal to three and one-half percent (3.5%) above the annual Rent for each preceding Lease Year.

- 5.1. Time and Place of Payment. Rent is due annually in advance on or before the first day of each Lease Year. All Rents required by this Lease shall be made payable to the City Treasurer and mailed to:

The City of San Diego
Office of the City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

LESSEE shall include CITY's customer account number for LESSEE on the Rent payment so CITY can apply the Rent to the appropriate account. LESSEE's failure to include said customer account number may result in LESSEE's payment not being timely applied to LESSEE's account and the application of late payment charges. LESSEE assumes all risk of loss and responsibility for all fees and/or penalties for its failure to include said customer account number with its payment. The place of payment may be changed at any time by CITY upon thirty (30) calendar days prior written notice to LESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 5.2. Invoicing Courtesy. CITY may invoice LESSEE for amounts payable under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount payable under this Lease.
- 5.3. Delinquent Rent. If LESSEE fails to pay Rent when due, LESSEE shall pay, in addition to the unpaid Rent, five percent (5%) of the delinquent Rent. If the Rent is still unpaid at the end of fifteen (15) calendar days past due, LESSEE shall pay an additional five percent (5%) (being a total of ten percent (10%)), which is agreed by the Parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of Rent be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE's default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.
- 5.4. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site available to CITY for inspection at a reasonable location and time so that CITY can determine LESSEE'S compliance with this Lease. LESSEE's failure to keep and maintain records and make them available for inspection by CITY shall be a default of this Lease. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease. This section shall survive the expiration or earlier termination of this Lease.

6. QUIET POSSESSION.

LESSEE, paying the Rent and performing its obligations under this Lease, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Site. If during the Term, LESSEE is temporarily dispossessed through action or claim of a title superior to CITY's, this Lease shall not be voided thereby, and CITY shall not be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated by CITY, in writing, a proportionate reduction of the Rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Site.

7. INSURANCE

LESSEE shall obtain and maintain throughout the Term of this Lease, at its sole cost and expense, all insurance required by this Lease. LESSEE's liabilities under this Lease, including without limitation LESSEE's indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. LESSEE's maintenance of the required insurance coverage is a material consideration for this Lease. Notwithstanding any provision of this Lease to the contrary, if LESSEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, LESSEE shall be in default of this Lease. LESSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. LESSEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, including death, and property damage with limits of at least Five Million Dollars (\$5,000,000) per occurrence and general aggregate of Five Million Dollars (\$5,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.
- (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease.
- (c) Workers' Compensation Insurance, as required by applicable laws, for all of LESSEE's employees who are subject to this Lease, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.

7.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The

City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by LESSEE or on LESSEE's behalf; (b) LESSEE's products; (c) LESSEE's work, including without limitation LESSEE's completed operations performed by LESSEE or on LESSEE's behalf; or (d) the Premises.

- 7.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, and representatives as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, and representatives shall be in excess of LESSEE's insurance and shall not contribute to it.
- 7.1.3 Severability of Interest. Each policy shall provide that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 7.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
- 7.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE. LESSEE shall provide CITY with a letter ("Verification Letter") confirming that LESSEE's parent company has a net worth of at least \$100,000,000, which Verification Letter shall be provided to CITY within thirty (30) days after this Lease is fully executed. Thereafter, LESSEE shall provide Verification Letter on or before each annual anniversary of the Effective Date.
- 7.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease. LESSEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, LESSEE shall immediately obtain replacement insurance as soon as possible.

- 7.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.
- 7.1.8 Accident Reports. LESSEE shall immediately, or as soon as practicable and not more than 48 hours after LESSEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.1.9 Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property related to the Allowed Uses of the Premises under this Lease or the Premises in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

8. ACCEPTANCE OF SITE.

LESSEE represents and warrants that LESSEE has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site and its suitability for LESSEE's Operations. LESSEE acknowledges and agrees that LESSEE is not relying on any representation by CITY as to the condition of the Site or its suitability for LESSEE's Operations, and LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Site is in the condition called for herein, that CITY has performed all work with respect to the Site that is necessary and/or required by this Lease, and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Site. LESSEE accepts and assumes all risk of harm to all persons and property, including without limitation, LESSEE's employees, from and defects within the Site, and shall be solely responsible therefor. LESSEE has been given the opportunity to investigate the Site for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. LESSEE shall notify CITY if LESSEE's investigations indicate the presence of any Hazardous Substances on the Site. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises or Site.

9. SITE PLANS.

LESSEE shall develop the Site in accordance with the Site Plans approved by CITY's Development Services Department and attached as Exhibit B. LESSEE'S failure to comply with the Site Plans shall be a default of this Lease. CITY may, in its sole discretion, authorize changes to the Site Plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with the Park and Recreational Department and READ. LESSEE's failure to comply with the approved Site Plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

10.1. Improvements. Other than as approved by the Site Plans depicted in Exhibit B, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site, including modifications that are considered "eligible facilities" under Section 6409 of the Middle Class Tax Relief and Job Creation Act, now codified at 47 U.S.C. §1455 (with the exception of necessary maintenance and/or repairs to LESSEE's Communications Equipment that do not include swapping out or replacing any of the Communications Equipment) without CITY's prior written consent, which consent shall be in CITY's sole discretion. LESSEE shall not make structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY's prior written consent, which consent shall be in CITY's sole discretion. CITY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations required by and/or related to LESSEE's Operations or the presence of the Communications Equipment.

10.2. Landscaping. LESSEE shall install landscaping and irrigation (collectively, "Landscaping") on the Site in conformance with the description of the Site and Premises set forth in Exhibit A and the approved Site Plans set forth in Exhibit B. The installation of irrigation shall include connection to CITY's existing irrigation system at the Site. LESSEE shall maintain the Landscaping installed on the Premises or Site to the reasonable satisfaction of the CITY Contact for a period of two (2) years from the date the Landscaping passes final inspection by CITY. The Landscaping shall be maintained in accordance to CITY's landscape standards, attached hereto as Exhibit G, except that CITY will be responsible for watering the Landscaping during this two-year period. After the two-year period, CITY will maintain the Landscaping installed on the Premises or Site for the remainder of the Term.

10.3. Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance unless: (1) LESSEE obtains CITY's prior written consent, which shall be granted in the CITY's sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises existing at such time; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibits D and E attached hereto. Nothing in this section shall be construed to eliminate LESSEE's obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY's Development Services

Department or any other governmental agency having jurisdiction over LESSEE's Operations.

- 10.4. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.
- 10.5. Repair and Restoration. The provisions of this Section 10 shall not relieve LESSEE of any obligation under this Lease to maintain the Site in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements caused by LESSEE's Operations.

11. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management of the Site for LESSEE's Operations to the reasonable satisfaction of CITY. For purposes of this Section 11, "competent management" shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a fiscally responsible manner and in accordance with industry standards.

12. COMPLIANCE WITH LAWS AND POLICIES.

- 12.1. General. LESSEE's Operations shall, at all times in the construction, maintenance, occupancy and operation of the Communications Equipment, comply with all applicable laws, rules, regulations, and requirements of competent legal authority at LESSEE's sole cost and expense. LESSEE shall comply with any and all notices issued by CITY or other governmental agency under the authority of all current or future laws, statutes, ordinances, or regulations. LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.
- 12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE's Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
- 12.3. Water Quality Assurances. The CITY and LESSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is LESSEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code Sections 43.0301 to 43.0312).

Therefore, LESSEE shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego

Municipal Code Section 43.0307(a).

It is ultimately LESSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, LESSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

- 12.4. Equal Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. To the extent required by the San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease.
- 12.5. Equal Pay benefits. Unless an exception applies, LESSEE shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. LESSEE shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.
 - 12.5.1. LESSEE and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the Premises to the same extent as it would apply to LESSEE. LESSEE shall require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.
 - 12.5.2. Notice Requirement. LESSEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

13. TELECOMMUNICATIONS PROVISIONS.

- 13.1. Entire Installation. LESSEE represents and warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation, which LESSEE shall update from time to time when any changes to the Communications Equipment are made, or within thirty (30) calendar days after CITY's demand for such an update. No changes to the Communications Equipment shall be made without first obtaining written approval by CITY.
- 13.2. Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Site, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any areas discovered by LESSEE to exceed such federally mandated limits. LESSEE shall not hold CITY responsible for its radiation levels found to exceed such limits. LESSEE shall defend and hold CITY harmless for any liabilities, fines, or other penalties claimed or imposed against CITY that result from the existence of excessive levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by LESSEE's Operations; provided, however, that the duty to

indemnify shall not extend to any liabilities, fines, or other penalties claimed or imposed against the CITY arising from CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any equipment installed on the Site may, at times, require shutdown to allow maintenance on antenna structures. LESSEE shall allow shutdown periods when required for such maintenance, provided CITY uses reasonable efforts to ensure that the shutdowns do not occur during peak hours of operation. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. LESSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. LESSEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days before the change.

- 13.3. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D attached hereto, which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or RF interference with any CITY-authorized equipment on the Premises.
- 13.4. Industry Standards. LESSEE shall perform all of LESSEE's Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on CITY property shall comply with the following supplemental requirements:
- 13.4.1. LESSEE shall remove all of its trash and debris from the Site and/or Premises caused by LESSEE at the end of each workday and upon completion of a project;
 - 13.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
 - 13.4.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and
 - 13.4.4. LESSEE shall comply with the requirements set forth in Exhibit E attached hereto with respect to LESSEE's Operations. CITY may, in its sole discretion, update Exhibit E from time to time.
- 13.5. Collocation. If the Site is a shared site, LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) located on the Premises without CITY's prior written consent.

- 13.6. Interference with CITY Operations or Public Use. LESSEE's Operations shall not interfere with CITY operations or unreasonably interfere with the public use of CITY-owned property.

14. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Site and/or Premises. LESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE's Operations. LESSEE shall keep the Site and/or Premises clean and clear of refuse and obstructions created by LESSEE's Operations, and dispose of all garbage, trash, and rubbish generated by LESSEE's Operations in a manner satisfactory to CITY. If the Site is damaged by any cause that puts the Site into a condition which is not decent, safe, healthy, and sanitary, or if the remainder of the Premises is damaged by any cause related to LESSEE's Operations that puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall immediately notify CITY of said damage, and shall, unless CITY states otherwise, make, or cause to be made, full repair of the damage and restore the Site and/or Premises to the condition which existed immediately prior to the damage; or, at CITY's option, LESSEE shall clear and remove from the Site and/or Premises all debris resulting from the damage and restore the Site and/or Premises in accordance with the Site Plans previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site and/or Premises as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete such required repairs and/or restoration within ninety (90) calendar days after such occurrence, provided that any and all governmental approvals, permits and licenses have been obtained for such repairs and/or restoration. Failure to timely repair damage to the Site will be considered a default under this Lease.

15. HAZARDOUS MATERIALS.

LESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Site and/or Premises by any of LESSEE's officers, employees, agents, contractors, invitees and guests. LESSEE and LESSEE's officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Site and/or Premises without CITY's prior written consent. LESSEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 15.1. Release. For all purposes of this Lease, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.

- 15.2 Remediation. If LESSEE's Operations result in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Premises, to the extent as required by applicable law and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 15.3 Removal. If LESSEE or LESSEE's officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Site and/or Premises, LESSEE shall remove all such Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Lease. CITY reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances or other containers, equipment or devices from the Site. If LESSEE fails to comply with the foregoing requirements, LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 15.4 Indemnity. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE's Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 15.5 Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Site and/or Premises, LESSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, and such imminent release has been caused by LESSEE or LESSEE's contractors, agents or employees or such Hazardous Substances have been brought onto the Site by LESSEE, LESSEE's contractors, agents or employees, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Site.
- 15.6 Environmental Assessment. Upon reasonable cause to believe that LESSEE's occupancy, use, development, maintenance, or restoration of the Site resulted in any Hazardous Substance being released on, from or beneath the Site or Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the

State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE's occupancy, use, development, maintenance, or restoration of the Site, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Site and/or Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use to the extent as required by applicable law and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Site and/or Premises and compliance with environmental laws and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.

16. SIGNS.

LESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises or Site without CITY's prior written consent, in each instance, which consent shall be in CITY's sole discretion. If any such unauthorized item is found on the Premises or Site, LESSEE shall remove the item(s) at LESSEE's sole cost and expense within twenty-four (24) hours after CITY's demand therefor, or CITY may then enter the Site and remove the item(s) at LESSEE's cost and expense. LESSEE shall comply with all laws requiring the posting of signs at the Site. All signs posted must be clearly marked and must, at a minimum, indicate LESSEE's name and emergency telephone number.

17. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Site throughout the Term. In doing so, LESSEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Site in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of CITY, in conformance with the description of the Site and Premises set forth in Exhibit A, the approved Site Plans set forth in Exhibit B, and in compliance with all applicable codes and standards of CITY, state, and federal agencies. This provision is not meant to supersede the obligations of the Parties stated in section 10 above in regards to Landscaping.

- 17.1. CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Site at any time. If CITY performs such maintenance, CITY shall provide LESSEE with at least forty-eight (48) hours notice prior to commencing the work (except in the event of an emergency, in which case, no prior notice shall be required, but CITY shall give LESSEE notice as soon as reasonably possible

thereafter), and LESSEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance on the Site.

- 17.2. Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit F, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

18. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY's interest in the Site, or to inspect the operations conducted on the Site. If CITY's entry or inspection discloses that the Site is not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to LESSEE, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at LESSEE's sole cost and expense, and LESSEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that the Site is not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY's opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this Section shall not create any obligation on CITY or increase CITY's obligations elsewhere in this Lease.

19. UTILITIES.

LESSEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with LESSEE's Operations. All utilities on the Site shall be installed underground and shall be used for LESSEE's Operations only. Utilities shall be constructed and located in accordance with the approved Site Plans.

20. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Site, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of LESSEE's business or other LESSEE activities related to the Site, including, without limitation, any licenses or permits. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interest. LESSEE shall pay all such possessory interest taxes. LESSEE's payment of taxes, fees, and assessments shall not reduce any Rent due CITY.

21. SUPERIOR INTERESTS.

This Lease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights-of-way pertaining to the Site, whether or not of record. LESSEE shall obtain all licenses, permits, and agreements from

such third parties as may be or may become necessary or reasonably advisable to allow LESSEE's Operations, relative to any such superior interest. If LESSEE's Operations are or become inconsistent or incompatible with a preexisting, superior interest, LESSEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

22. ENCUMBRANCES.

Only with CITY's prior written consent in each instance, which consent shall be in CITY's sole discretion, and upon the condition that LESSEE apply any Site-related loan proceeds exclusively to its installation of wireless communication facilities on the Site, LESSEE may pledge its leasehold estate hereunder to secure its performance under the subject debt instrument.

- 22.1. Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE's wireless communication facilities on the Site, including, but not limited to, the following: off-site improvements for service of the Site; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs, such as discounts, interest, and commissions; and architectural, engineering, and attorney fees and other normal expenses incidental to such installation.
- 22.2. Subsequent Encumbrances. After the Site is fully developed, as contemplated by this Lease and to CITY's satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then CITY's consent thereto may be subject, in CITY's sole discretion and without limitation, to increasing the Rent to then-current market rates. LESSEE may use the proceeds from any such subsequent encumbrance for any purpose approved by CITY.
- 22.3. Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the approved mortgagee or beneficiary as the "LESSEE" under this Lease, with all rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.
- 22.4. Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY's review and approval, which may not be unreasonably withheld.
- 22.5. Liens. LESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with LESSEE's use, improvement, alteration, maintenance, or repair of the Site, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE's use, improvement, alteration, maintenance,

or repair of the Site results in a lien or notice of lien being filed against the Premises and/or Site LESSEE shall, within five (5) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

23. ASSIGNMENT AND SUBLETTING.

23.1. Assignment.

- 23.1.1. For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this Lease by LESSEE or by any partners, principals, or controlling shareholders of LESSEE, and, if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE's general partners, principals, or controlling shareholders.
- 23.1.2. LESSEE shall not assign this Lease, or any interest in this Lease, without CITY's prior written consent, which consent shall be in CITY's sole discretion. LESSEE shall not assign this Lease, or any interest in this Lease, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.
- 23.1.3. CITY's consent to any Assignment pursuant to Section 23.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired.
- 23.1.4. LESSEE shall not permit any person (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.
- 23.1.5. Consent by CITY to any Assignment of this Lease pursuant to Section 23.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
- 23.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE's interest herein by operation of law, without CITY's prior written consent.
- 23.1.7. Any Assignment of this Lease, or any use or occupancy of the Site and/or Premises by any other person or entity, in violation of the foregoing provisions (Sections 23.1.1 through 23.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.

- 23.2. Subletting. LESSEE shall not sublet, in whole or in part, the Site, or any right or appurtenant privilege to the Site.

23.2.1. Any subletting, in whole or in part, of the Site shall be void and shall be a default of this Lease, and CITY may thereupon terminate this Lease.

23.3. Provisions Binding on Successors. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

24. INDEMNIFICATION.

LESSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, 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 LESSEE's officers, employees, agents, contractors, and invitees, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE's Operations, including damages arising out of the release of Hazardous Substances caused by LESSEE's Operations, and all costs and expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that LESSEE's duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

25. OTHER GOVERNMENTAL ACTIONS.

By entering into this Lease, neither CITY nor the San Diego City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Site. Discretionary action includes, but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required for LESSEE's Operations. LESSEE shall diligently seek and use commercially reasonable efforts to obtain, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Site, as may be necessary for LESSEE's Operations.

26. CITY'S RESERVATION OF RIGHTS.

26.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Site.

26.2. Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Site for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.

26.3. Entry. CITY may enter the Site to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with LESSEE's use of the Site and shall reimburse LESSEE for physical damages, if any, to the

permanent improvements located on the Site or to LESSEE's Communications Equipment resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the Rent proportionate to the amount of physical damage, as reasonably determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

27. REASSIGNMENT OF SPACE.

At any time during the Term, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Reassignment Space").

- 27.1. Timing and Costs. LESSEE shall remove its Communications Equipment from the Site within ninety (90) calendar days after written notice that CITY is reassigning LESSEE. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.
- 27.2. Physical Relocation of Equipment. The physical removal and installation of all or any part of LESSEE's Communications Equipment shall only be done by LESSEE or LESSEE's contractors.
- 27.3. Broadcast and/or Receiving Capability. CITY shall use its best efforts to ensure continuous, uninterrupted broadcast, and/or receiving capability during any conversion, including the installation and operation by LESSEE of a CITY-approved temporary wireless communication facility at a different location.
- 27.4. No Agreement. If CITY and LESSEE are unable to agree on an acceptable Reassignment Space, then LESSEE or CITY may terminate this Lease upon thirty (30) calendar days prior written notice to the other party, without further obligation thereto.
- 27.5. Site Redefined. After a reassignment and relocation as provided in this Section 27, the Site shall be redefined to be the Reassignment Space. CITY and LESSEE agree that "as built" drawings of the Reassignment Space, including any access and utility easements, may be prepared by a licensed architect at LESSEE's sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 32.11 below) to include a full description of the Reassignment Space and the new "as built" drawings. Except as expressly provided in this section, any such reassignment and relocation shall not alter, modify, or otherwise change any of the terms or conditions of this Lease.

28. EMINENT DOMAIN.

If all or part of the Site is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or its beneficiary or mortgagee) shall be as follows:

- 28.1. Full Taking. If the entire Site is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- 28.2. Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 28.3. Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The Rent shall be equitably reduced to reflect the portion of the Site taken, but only to the extent that LESSEE's use of the Site is reduced or impaired.
- 28.4. Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE's then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- 28.5. Transfer. CITY may transfer CITY's interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Site in accordance with this Lease.
- 28.6. No Inverse Condemnation. CITY's exercise of any right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

29. DEFAULT AND REMEDIES.

- 29.1. Default. Each of the following shall constitute an event of default under this Lease:
- 29.1.1. LESSEE's failure to make any payment required under this Lease when due, if the failure continues for five (5) calendar days past due following written notice of the failure by CITY;
- 29.1.2. LESSEE's breach of any of its obligations under this Lease, other than those requiring payment to CITY, and LESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY; or, (ii) if such breach is not curable within thirty (30) calendar days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;
- 29.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;

- 29.1.4. LESSEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) calendar days of filing;
- 29.1.5. LESSEE is adjudicated a bankrupt;
- 29.1.6. LESSEE makes a general assignment for the benefit of creditors; and
- 29.1.7. LESSEE uses the Site for any unauthorized purpose.

29.2. Remedies.

- 29.2.1. General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this Section 29 in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.
- 29.2.2. For Monetary Default. Upon LESSEE's default for nonpayment under Section 29.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.
- 29.2.3. For Non-Monetary Default. Upon LESSEE's default based upon Sections 29.1.2 through 29.1.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 29.1.2 through 29.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.
- 29.2.4. CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:
 - 29.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
 - 29.2.4.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that LESSEE affirmatively proved could have been reasonably avoided; plus
 - 29.2.4.3. The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the

award minus (ii) the amount of rent lost, if any, as LESSEE affirmatively proves could be reasonably avoided; plus

- 29.2.4.4. Any other amount necessary to compensate CITY for the detriment proximately caused by LESSEE's failure to perform LESSEE's obligations or that, in the ordinary course of things, would be likely to result; plus
- 29.2.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.
- 29.2.4.6. As used in Sections 29.2.4.1 and 29.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 29.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent, percentage rent and any and all other amounts that LESSEE is required to pay to CITY under this Lease.
- 29.2.4.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.

29.3. Leasehold Pledged as Security. If LESSEE is in default under this Lease and the leasehold is pledged as security for a CITY-authorized encumbrance, CITY shall notify the mortgagee or beneficiary thereof of LESSEE'S default. CITY shall allow such mortgagee or beneficiary thirty (30) calendar days to cure the default or, if the default is not curable within thirty (30) calendar days, to commence to cure the default and diligently pursue the cure to completion. CITY may, in its sole discretion, extend such time to cure the default if CITY deems that the mortgagee or beneficiary is pursuing the cure with reasonable diligence.

29.3.1. If the mortgagee or beneficiary is required to exercise its right to cure a default through litigation or foreclosure, then CITY may take the following actions to expeditiously cure the default:

- 29.3.1.1. CITY may correct the default and charge the costs incurred to LESSEE's account, which charge shall be due and payable on the date that Rent is next due after CITY's statement of such costs is delivered to LESSEE and mortgagee or beneficiary;
- 29.3.1.2. CITY may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of CITY; or

- 29.3.1.3. CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY's early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.
- 29.3.2. If the default is not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee are approved by CITY, may substitute itself in the place of LESSEE by assuming all of LESSEE'S rights and obligations under this Lease. If such a lender notifies CITY of its intention to substitute itself in LESSEE's place, in writing, within thirty (30) calendar days after receipt of CITY'S notice of default, and the default is cured by the lender, then this Lease will not terminate pursuant to the default. Subject to such a cure and LESSEE's assignment to the lender of LESSEE's rights and obligations under this Lease, CITY shall consent to the assignment.
- 29.4. Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE's interest in the Site. If LESSEE fails or refuses to deliver any such quitclaim deed, CITY may prepare and record a notice reciting LESSEE's failure to perform such obligation, and such notice shall be conclusive evidence of the termination of this Lease and termination of LESSEE's rights to the Site.
- 29.5. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies under this Lease, including, without limitation, the right to recover the Rent as it becomes due, plus damages.
- 29.6. Waiver. CITY's waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by CITY in order to constitute a valid and binding waiver. CITY's delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY's acceptance of any Rent shall not be a waiver of any default preceding the Rent payment. The property constituting the Site is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. CITY's failure to discover a breach or default or take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but CITY may, at all times, require the cure of any breach or default regardless of when discovered.

30. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

Except as otherwise provided in this section, all improvements to the Site (including, without limitation, all structures, trade fixtures, installations and additions), constructed on the Site by LESSEE or by LESSEE's contractors and/or subcontractors at any time during the Term (hereinafter referred to in this section as "LESSEE's Improvements"), as well as all Communications Equipment, machines, appliances, equipment and other personal property brought to the Site by LESSEE or LESSEE's contractors and/or subcontractors at any time during the Term (hereinafter referred to as "LESSEE's Personal Property"), shall be the property of LESSEE (hereinafter referred to in this Section as "LESSEE's Property").

30.1. At the expiration or earlier termination of this Lease, and at CITY's option, any and all of LESSEE's Improvements shall be deemed to be part of the Site and shall become CITY's property free of all liens and claims, except as otherwise provided in this Lease. As applicable, LESSEE shall present CITY with a bill of sale transferring ownership of LESSEE's Improvements to the CITY; provided however, that such bill of sale shall transfer ownership to CITY without any representation or warranty from LESSEE regarding the condition of LESSEE's Improvements or their fitness for any particular purpose.

30.1.1. If CITY elects not to assume ownership of any of LESSEE's Improvements, CITY shall notify LESSEE at least one hundred eighty (180) calendar days prior to the expiration of this Lease, or immediately upon earlier termination of this Lease, and LESSEE shall remove all such LESSEE'S Improvements as directed by CITY, all at LESSEE's sole cost and expense. If LESSEE fails to remove any of LESSEE's Improvements as directed, CITY may cause their removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.

30.2. On or before the expiration of this Lease, or as CITY may direct upon earlier termination of this Lease, LESSEE shall remove from the Site LESSEE's Personal Property. If LESSEE fails to remove any of LESSEE's Personal Property as required herein, then either: (i) such property shall be considered abandoned and become CITY's property free of all claims and liens; or (ii) CITY may cause such property's removal, and LESSEE shall reimburse CITY on demand for the full cost of the removal, storage and all other costs reasonably associated therewith.

30.2.1. If LESSEE desires to dispose of any of LESSEE's Personal Property used in the operation of its wireless communication facilities on the Site, CITY shall have the first right to acquire or purchase such property.

30.3. LESSEE shall repair, at its sole cost and expense, all damage to the Premises or any adjacent CITY-owned property resulting from the removal of LESSEE's Property from the Premises by LESSEE or LESSEE's contractors and/or subcontractors.

30.3.1. If the removal of LESSEE's Property by LESSEE or LESSEE's contractors and/or subcontractors or by CITY takes place after expiration of this Lease, or beyond CITY's direction upon earlier termination of this

Lease, LESSEE shall pay Rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Lease, until all of LESSEE's Property has been removed from the Site. Any proration of Rent will be calculated based on twelve 30-day months.

31. NOTICES.

Any notice required or permitted to be given under this Lease shall be in writing and may be served personally, sent by United States mail, postage prepaid, or sent by reliable overnight courier, addressed to the Parties as follows, or to any mortgagee, trustee, or beneficiary, as applicable, at the appropriate address designated, in writing, by the respective party:

If to LESSEE:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Site: W. Pensacuitos

If to CITY:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101-4155

31.1. Address Changes. Any party entitled or required to receive notice under this Lease may, by like notice, designate a different address to which notices shall be sent.

31.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

32. MISCELLANEOUS PROVISIONS.

32.1. Governing Law. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California. Any lawsuit to enforce this Lease shall be filed in the Superior Court of California, County of San Diego, Central Division.

32.2. Entire Understanding. This Lease contains the entire understanding of the Parties. CITY and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE's Operations. Each party has relied on its own examination of the Site, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each party to this Lease agrees that no other party, agent, or attorney of any other party has made any promise,

representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Site, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.

- 32.3. Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE's Operations, by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.
- 32.4. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 32.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 32.6. Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE's Operations on the Site in a creditable manner and in accordance with industry standards.
- 32.7. Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.
- 32.8. Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to LESSEE's obligation to pay Rent. If CITY or LESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 32.9. CITY's Consent or Approval. Whenever required under this Lease, CITY's consent or approval shall mean the written consent or approval of CITY's Mayor or his/her designee, unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 32.10. Consent by Either Party. Except as otherwise expressly provided in this Lease, consent to be given by either party may not be unreasonably withheld or delayed.

- 32.11. Lease Modifications. This Lease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties and approved by the City Attorney.
- 32.12. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of LESSEE's service requests upon receipt of LESSEE's payment of the applicable fee. The fee schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY's sole discretion.
- 32.13. Survival. Any obligation under this Lease that requires a party's performance of that obligation after the expiration or earlier termination of this Lease shall survive such expiration or termination.
- 32.14. Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 32.15. Number and Gender. In this Lease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 32.16. Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
- 32.17. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 32.18. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). LESSEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

- 32.19. Accessibility Assessment.** In accordance with California Civil Code section 1938, CITY hereby states that the Site has not been inspected by a Certified Access Specialist (CAsp).

Further, pursuant to California Civil Code Section 1938(e), CITY is required to state: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

- 32.20. CITY Employee Participation Policy.** CITY may unilaterally and immediately terminate this Lease if LESSEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in his or her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of LESSEE for this Lease. It is not the intent of this policy that these provisions apply to members of the City Council.

- 32.21. Local Business and Employment.** LESSEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Lease and to the extent legally possible, LESSEE shall use commercially reasonable efforts to solicit applications for employment and bids and proposal for contracts from local residents and firms as opportunities occur. LESSEE shall use commercially reasonable efforts to hire qualified local residents and firms whenever practicable.

[Signatures appear on next page]

32.22. Exhibits Incorporated. All exhibits referenced in this Lease are incorporated into the Lease by this reference.

IN WITNESS WHEREOF, this Lease is executed by CITY and LESSEE, to be effective as of the Effective Date,

Date: 11/21/18

LESSOR: THE CITY OF SAN DIEGO,
a California municipal corporation

By: [Signature]

Name: Cybele Thompson

Title: Director, Real Estate Assets

Date: 11-13-18

LESSEE: VERIZON WIRELESS (VAW) LLC,
a Delaware limited liability company,
dba Verizon Wireless

By: [Signature]

Name: Steven Lamb

Title: Director Network

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

CEDA Exemption 15301 (EXISTING FACILITIES)

Date: 11/13/18

BY: [Signature]

Name:

Title: Senior Planner

APPROVED AS TO FORM:

Date: 11/29/18

MARA W. ELLIOTT, City Attorney

By: [Signature]

Name: Melissa Ables, Deputy City Attorney

Exhibit A:
Description of Site and Premises

CITY ID No.:

LESSEE Site No.: West Penasquitos

Location of Premises : 12871 Black Mountain Road, San Diego, California 92129

Assessor's Parcel Number: 315-490-04 & 315-490-41

Description of Site: Verizon Wireless equipment shelter located within a 39' 4" x 22' 0" fenced area. 30' Monopalm. All routes of related cables and utilities.

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

PARCEL 1:

LOT "A" OF PENASQUITOS PARK VIEW ESTATES, UNIT NO. 3, CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 10043, FILED IN THE OFFICE OF THE COUNTY RECORDER IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 3, 1993 AS INSTRUMENT NO. 1993-0584539 OF OFFICIAL RECORDS.

PARCEL 2:

ALL THAT PORTION OF THE LAND GRANTED TO THE STATE OF CALIFORNIA DESCRIBED AS PARCEL (26298-1) IN DEED RECORDED SEPTEMBER 3, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY AS INSTRUMENT NO. 1993-0584539 OF OFFICIAL RECORDS, BEING A PORTION OF LOT "A" OF PENASQUITOS PARK VIEW ESTATES UNIT NO. 3 ACCORDING TO MAP NO. 10043 RECORDED MARCH 30, 1981, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, TOGETHER WITH THE ABUTTER'S RIGHTS OF ACCESS PREVIOUSLY ACQUIRED OVER AND ACROSS THE NORTH 26.905 METERS OF THE EASTERLY LINE OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA AS DESCRIBED IN SAID DEED.

TOGETHER WITH THAT PORTION OF THE LAND GRANTED TO THE STATE OF CALIFORNIA DESCRIBED AS PARCEL 26267 IN DEED RECORDED FEBRUARY 20, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY AS INSTRUMENT NO. 1991-0075577 OF OFFICIAL RECORDS, BEING A PORTION OF RANCHO LOS PENASQUITOS, ACCORDING TO MAP ACCOMPANYING THE PATENT TO SAID RANCHO RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, IN BOOK 2, PAGE 385 OF PATENTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT "A", BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BLACK MOUNTAIN ROAD DEDICATED BY RESOLUTION NO. 223272 RECORDED MAY 7, 1979 IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY AS INSTRUMENT NO. 79-186625 OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1 (26298-1) GRANTED TO THE STATE OF CALIFORNIA BY SAID DEED; THENCE LEAVING SAID NORTHWESTERLY CORNER OF SAID LOT "A" ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BLACK MOUNTAIN ROAD NORTH 05° 40' 56" EAST, A

DISTANCE OF 24.411 METERS; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF BLACK MOUNTAIN ROAD SOUTH $84^{\circ} 19' 04''$ EAST, A DISTANCE OF 13.570 METERS; THENCE SOUTH $05^{\circ} 40' 56''$ WEST, A DISTANCE OF 23.921 METERS TO A POINT ON THE NORTH LINE OF SAID LOT "A"; THENCE ALONG SAID NORTH LINE OF LOT "A" NORTH $86^{\circ} 23' 06''$ WEST, A DISTANCE OF 1.685 METERS TO THE NORTHEAST CORNER OF SAID PARCEL 1(26298-1) GRANTED TO THE STATE OF CALIFORNIA BY SAID DEED; THENCE CONTINUING NORTH $86^{\circ} 23' 06''$ WEST ALONG SAID NORTH LINE OF LOT "A", BEING ALSO THE NORTH LINE OF SAID PARCEL 1(26298-1) GRANTED TO THE STATE OF CALIFORNIA BY SAID DEED, A DISTANCE OF 11.894 METERS TO THE POINT OF BEGINNING.

TOGETHER WITH THE ABUTTER'S RIGHTS OF ACCESS PREVIOUSLY ACQUIRED OVER AND ACROSS THAT PORTION OF THE SOUTH LINE OF SAID LAND GRANTED TO THE STATE OF CALIFORNIA AS PARCEL 26267, DESCRIBED ABOVE AS NORTH $86^{\circ} 23' 06''$ WEST, A DISTANCE OF 1.685 METERS.

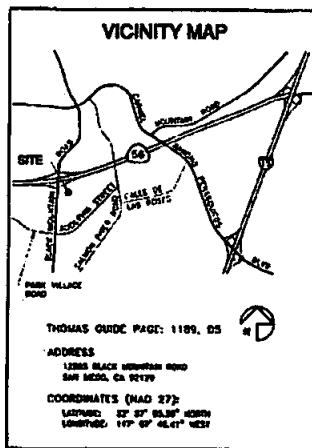
Exhibit B

Site and Equipment Plans

[see following pages]



**WEST PENASQUITOS
SECTOR SPLIT
12865 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129
MTX - 54**



THOMAS GUIDE PAGE: 1189, D5
ADDRESS
12865 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129
COORDINATES (NAD 83)
LATITUDE: 32° 57' 45.14" NORTH
LONGITUDE: 117° 07' 45.14" WEST

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA BUILDING CODE, TITLE 24, 2013 EDITION
CALIFORNIA PLUMBING CODE, 2013 EDITION
CALIFORNIA MECHANICAL CODE, 2013 EDITION
CALIFORNIA ELECTRICAL CODE, 2013 EDITION
CALIFORNIA FIRE CODE, 2013 EDITION
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

COMPLIANCE STATEMENT

THE WIRELESS COMMUNICATIONS FACILITY COMPLIES WITH ALL APPLICABLE STANDARDS FOR RADIO FREQUENCY IN ACCORDANCE WITH THE TELECOMMUNICATIONS ACT OF 1996 AND SUBSEQUENT AMENDMENTS AND ANY OTHER REGULATIONS IMPOSED BY STATE OR FEDERAL REGULATORY AGENCIES.

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE, INC.
333 CARLSBURG VILLAGE DRIVE, SUITE 102
CARLSBURG, CA 92008
(760) 435-0434
(760) 435-0500 (FAX)

PLANNING:
PLANNING, INC.
300 STATE PLACE
CARMEL, CA 95008
(408) 964-3043

LEASING:
PLANNING, INC.
300 STATE PLACE
CARMEL, CA 95008
(408) 964-3043

**STRUCTURAL ENGINEER
(ANTENNA MODIFICATIONS):**
WEST EPP ENGINEERING, INC.
22170 CLEVELAND ROAD, SUITE 400
LAKE FOREST, CA 92551
(949) 211-2220

SURVEYOR:
JIM COW ENGINEERS
220 AVENUE FERNANDEZ, SUITE 107
SAN CLEMENTE, CA 92673
(949) 240-0885

LEGAL DESCRIPTION

LOT 4 OF PARADISE PARK NEW ESTATE, LOT NO. 3 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORD NO. 10543, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, MARCH 20, 1987

SPECIAL INSPECTIONS

NONE

PROJECT SUMMARY

APPLICANT: VERIZON WIRELESS
15505 SAND CANYON AVENUE
IRVINE, CA 92618
CONTACT: KATHLEEN DICK

PROPERTY OWNER: CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
1300 3RD AVENUE
SAN DIEGO, CA 92101
SITE CONTACT: CINDY MORGAN

JURISDICTION: CITY OF SAN DIEGO

PROJECT DESCRIPTION:
EXISTING VERIZON WIRELESS 12'-0" x 10'-0" PRE-ENGINEERED TELECOMMUNICATIONS SHELTER A (1A) PANEL ANTENNAS INSTALLED ON 30'-0" HIGH BRACKENS
THE FOLLOWING MODIFICATIONS ARE PROPOSED:
• REMOVE & REPLACE TWO (2) ANTENNAS PER SECTION (TOTAL OF 8)
• INSTALL TWO (2) 100W DUTY PER SECTION (TOTAL OF 8)
• INSTALL TWO (2) 7/8" POWER/FIBER CABLES ROUTED THROUGH EXISTING CABLE POTH, EXISTING GABLE TRUSS & NEW ONE (1) 1" x 6" COMPOUND BEAM IN TRUSS
• INSTALL TWO (2) 2000 REMOTE MOUNTED BRACKENS (ONE (1) AT ANTENNAS & ONE (1) ON LATERALS WHILE NEWLY EXISTING TRUSSES)
• NEWER LANDSCAPE & REMEDIATION IS PROPOSED
• INSTALL REMEDIABLE STEEL BRACKENS AT SHOT ACCESS ROAD AND PROPERTY LINE, TOTAL OF 16

PROJECT ADDRESS: 12865 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129

ASSESSORS PARCEL NUMBER: 875-480-04

SITE AREA: 19,041.8 SQ. FT.
= 0.436 ACRES

ORIGINAL LAND USE APPROVAL: NHP 001 002143 (03/18/2010)

EXISTING ZONING: RS-1-14

EXISTING VERIZON EQUIPMENT SHELTER: 370 S.F. (NO CHANGE)

EXISTING OCCUPANCY: VERIZON WIRELESS

EXISTING TYPE OF CONSTRUCTION: NHP

WERE THERE ARE TWO EXISTING TELECOMMUNICATIONS FACILITIES ON SITE (VERIZON AND ARAT)

Spectrum Act SCR 101

**CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS WIRELESS COMMUNICATION FACILITIES**

**APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL**

This is a Zoning Use Certificate approval. This does not replace any required construction permits. See approval notes within plan set for more details.

Project Number: 154817
Approval Date: January 26, 2016
Signed (Full Sheet): Travis Cleveland

Project # 154817

SHEET SCHEDULE

- T-1 SITE SHEET & PROJECT DATA
- T-2 FLOOR
- T-3 FLOOR ELEVATIONS & ROOFING, COMMUNICATIONS SHELTER, GUTTER
- A-0 VALUED POLLUTION CONTROL PLAN
- A-0.1 NOTES & SPECIFICATIONS
- A-1 EXISTING AND PROPOSED EQUIPMENT SHELTER PLAN
- A-2 EXISTING ELEVATIONS
- A-3 ANTENNA PLAN & ROOFPLAN ELEVATION
- A-3.1 ANTENNA CROWDING PLAN
- D-1 DETAILS
- S-1 POLE ELEVATION & NOTES
- S-2 ANTENNA PLAN & DETAILS
- L-1 LANDSCAPE DEVELOPMENT PLAN
- L-2 BRACKEN PLAN
- L-3 LANDSCAPE DETAILS
- L-4 PLANTING SPECIFICATIONS
- L-5 BRACKEN SPECIFICATIONS

SCALE

THE GRAPHIC SCALE SHOWN ON THIS SET REPRESENTS THE CORRECT SCALE ONLY WHEN THESE DIMENSIONS ARE PROVIDED IN A 1/4" = 1' SET. IF THE DIMENSIONS ARE NOT 1/4" = 1', THE SET IS NOT TO SCALE. ALL DIMENSIONS ARE TO CENTERLINE, UNLESS OTHERWISE NOTED. DIMENSIONS OF ANY SIZE SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED. DIMENSIONS OF ANY SIZE SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.

Booth & Suarez

ARCHITECTS INC. INCORPORATED
100 CARLSBURG VILLAGE DRIVE, SUITE 102
CARLSBURG, CA 92008
TEL: 760.435.0434 FAX: 760.435.0500



PREPARED FOR



15505 SAND CANYON AVENUE
IRVINE, CA 92618
(949) 268-7000

APPROVALS

DATE	SIGNATURE
DATE	SIGNATURE
DATE	SIGNATURE
DATE	SIGNATURE
DATE	SIGNATURE
DATE	SIGNATURE

PROJECT NAME

**WEST PENASQUITOS
SECTOR SPLIT**

12865 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129
MTX - 54
SAN DIEGO COUNTY

DRAWING DATA

01/26/15	PRELIM 2D SHEET (1)
01/27/15	REVISED 2D #1 (REV)
01/28/15	FINAL 2D SHEET
01/28/15	3D SET 2D SHEET (REV)
01/28/15	3D SET 3D SHEET (REV)
01/28/15	3D SET 3D SHEET (REV)
01/28/15	3D SET 3D SHEET (REV)
01/28/15	3D SET 3D SHEET (REV)
01/28/15	3D SET 3D SHEET (REV)
01/28/15	3D SET 3D SHEET (REV)

SHEET TITLE

**TITLE SHEET
& PROJECT DATA**

PROJECT/VERIZON/154817

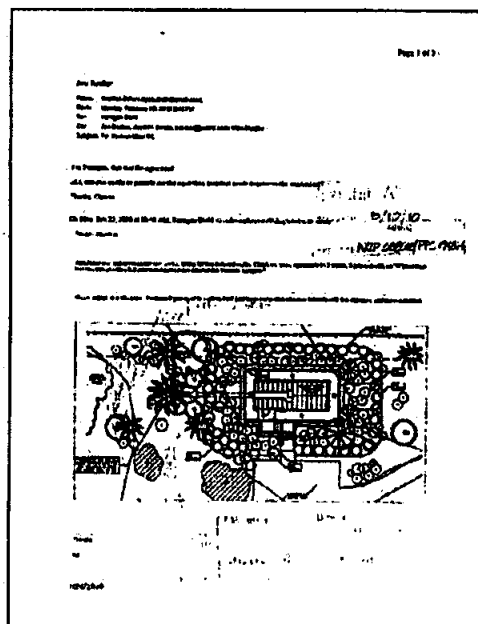
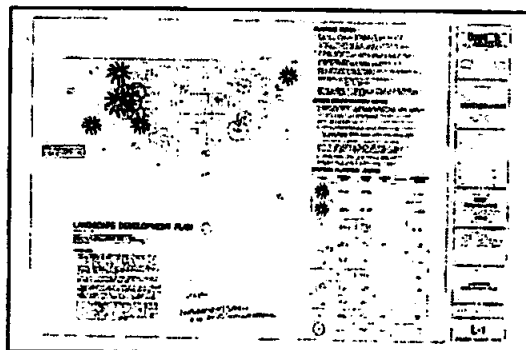
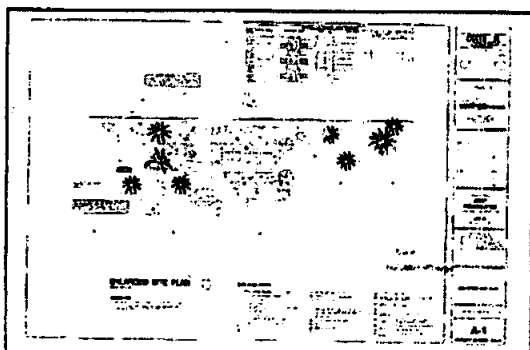
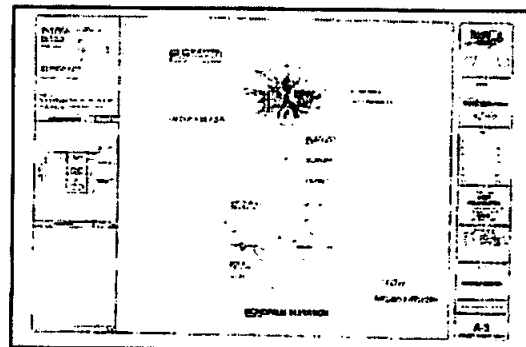
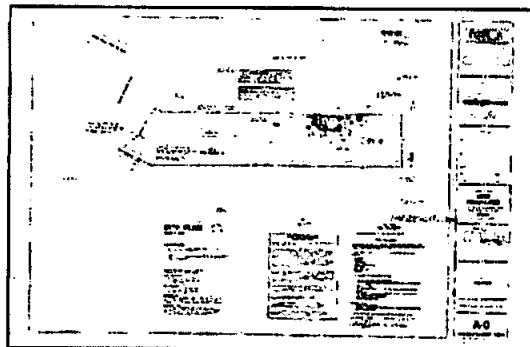
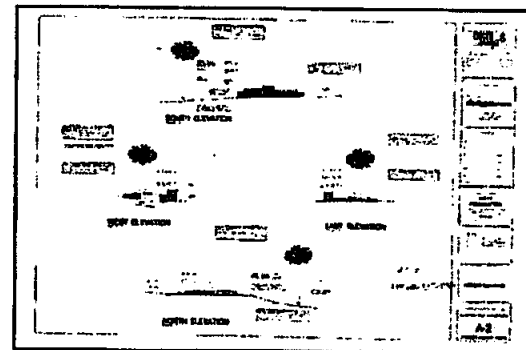
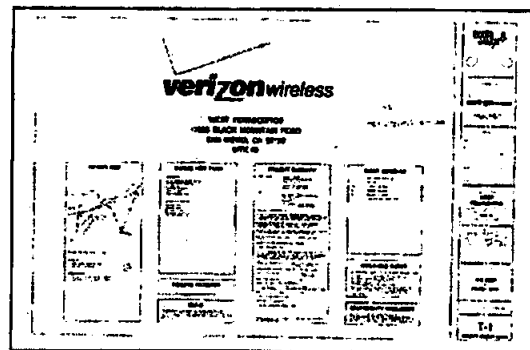
T-1

CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

This is a Zoning Use Certificate approval. This does not replace any required construction permits. See approval notes within plan set for more details.

Project Number: 465487
Approval Date: 11/26/2016
Signed (1st Sheet): TK



BOOTH & SQUERZ

ARCHITECTS & ENGINEERS
1710 CAMDEN AVENUE, SUITE 200
SAN DIEGO, CA 92108



PREPARED BY: TK



15505 SAND CANYON AVENUE
BRYAN, CA 92018
(949) 266-7022

APPROVALS

DATE	DATE
DATE	DATE
DATE	DATE
DATE	DATE
DATE	DATE
DATE	DATE

PROJECT NAME

**WEST PENASQUITOS
SECTOR SPLIT**

12865 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129
MTX-64
SAN DIEGO COUNTY

DRAWING DATES

04/05/15	PHASE 10 REVIEW (P)
05/17/15	REVISED BY: P1 (m)
06/04/15	PHASE 10 REVIEW (P)
06/25/15	PHASE 10 REVIEW (P)
07/17/15	PHASE 10 REVIEW (P)
08/17/15	PHASE 10 REVIEW (P)
09/17/15	PHASE 10 REVIEW (P)
10/17/15	PHASE 10 REVIEW (P)
11/17/15	PHASE 10 REVIEW (P)

SHEET TITLE

EXHIBIT

PROJECT NUMBER: 15505

T-2

January 26, 2016

Appoint Type: Substantial Construction Review (SCR) to
Requalify Mount Equipment on
Antennas (CRS) at
Exhibit 10, 1020
SCR Approval No: 10-0000
SCR Project Name: Verizon - West Penasquitos Sector Split
SCR Project No: 10-0000
Site Address: 17865 Black Mountain Road

The Development Services Department has approved a Project CR for this project. The SCR was determined to be consistent with the objectives, standards, guidelines and/or conditions of the applicable adopted policies.

The approved modifications include: Removal and replacement of existing antenna; addition of new antenna; and/or new equipment; and/or new equipment.

SCR approval changes to the previously approved Exhibit 10 for this project have been determined to be consistent with the general intent, terms and conditions of the previous approval. (See Exhibit 10 as well as any other applicable regulations, standards, guidelines, and/or conditions of the Department's policies for this project. All applicable and relevant conditions, and/or other approval or specified within previous approval shall remain in full effect for this SCR, and/or reference specified by the Development Services Department.

James Cleveland
James Cleveland
Development Project Manager

*Spectrum Act refers to Title 16, section 1601 of the 2013 Mobile Communications Act and 1601.01. For more information, see 1601.01. (See "Section 1601.01 Mobile Communications Act" and "Section 1601.01 Mobile Communications Act" in the 2013 Mobile Communications Act.)



ARCHITECTS II INCORPORATED
100 CAMDEN AVENUE, SUITE 100
CHULA VISTA, CA 92011
(619) 441-8470



PREPARED FOR



15505 SAND LAMAR AVENUE
SAN DIEGO, CA 92128
(619) 255-7000

APPROVALS

ABC	DATE
BE	DATE
BI	DATE
BT	DATE
CC/PA	DATE
OPS	DATE
EE/PAI	DATE

PROJECT NAME

**WEST PENASQUITOS
SECTOR SPLIT**

17865 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92128

MTX - 54

SAN DIEGO COUNTY

DRAWING DATES

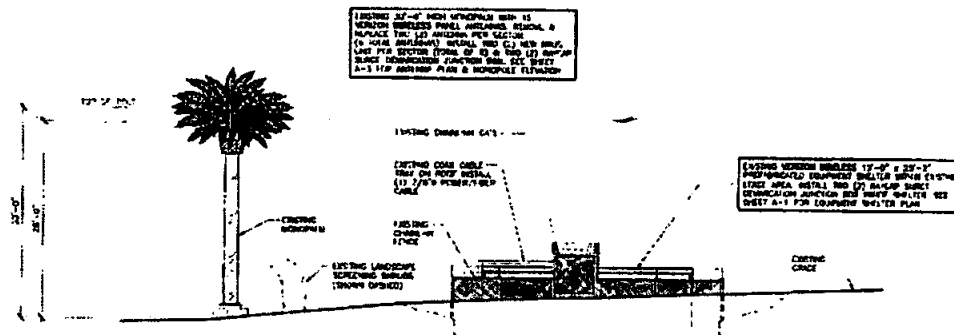
04/03/15	PRELIM 7D REVIEW (in)
05/11/15	REVISED 7D #1 (in)
	(SCHEDULE)
06/04/15	FINAL 7D (in)
06/21/15	2D REV 2-3D CHANGE (in)
10/15/15	REVISED 2D #2 (in)
12/15/15	(ANTENNA)
01/28/16	REVISED 2D #3 (in)
	(CONSTRUCTION REVIEW)
11/04/15	100% LID (in)
11/11/15	PERMANENT SUBMITTAL (in)
01/26/16	ADD 2D LID (in)

SHEET TITLE

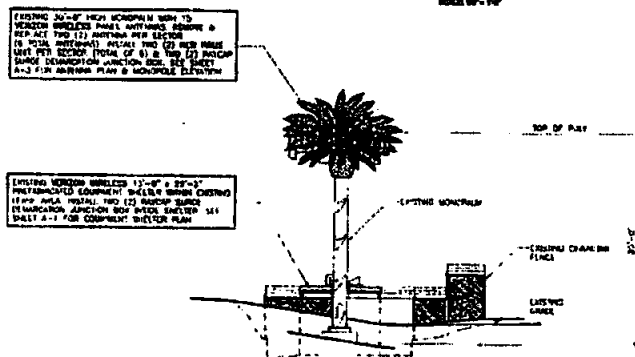
**PHOTO SIMULATIONS
& SUBSTANTIAL
CONFORMANCE
REVIEW**

PROJECT/VERIZON/160104

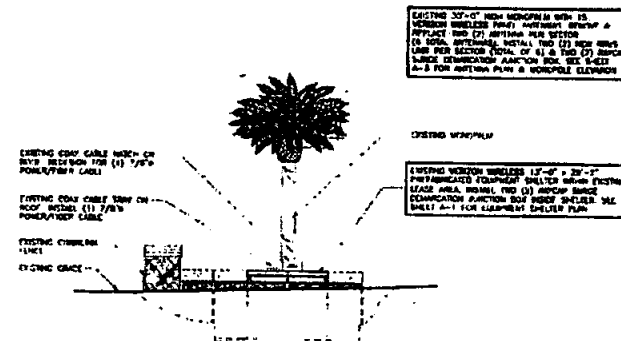
T-3



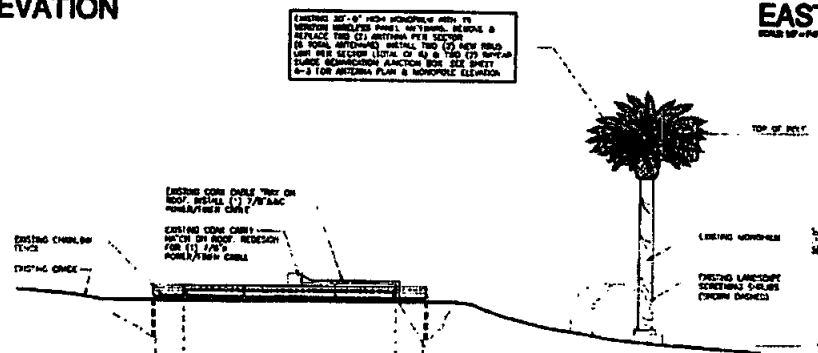
SOUTH ELEVATION
SOUTH WINDMILL



WEST ELEVATION
SOUTH WINDMILL



EAST ELEVATION
SOUTH WINDMILL



NORTH ELEVATION
SOUTH WINDMILL

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENGINEERING & CONSTRUCTION SERVICES

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

This is a **Using Use Certificate** approval. This does not require any required construction permit. See approval notes within plan set for more details.

Project Number: **165487**

Approval Date: **1/26/2016**

Signed (1st Sheet): **TC**

Booth & Suarez

15505 SAND CANYON AVENUE
RYAN, CA 92118
(949) 738-7000



PREPARED FOR:

verizon wireless

15505 SAND CANYON AVENUE
RYAN, CA 92118
(949) 738-7000

PROJECT NAME:

WEST PENASQUITOS SECTOR SPLIT

12863 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129

MTX - 54

SAN DIEGO COUNTY

DRAWING DATE:

06/07/12
03/17/14
04/04/14
06/17/14
06/17/14
12/11/14
06/20/15
11/09/15
11/11/15

REVISIONS:

REVISION TO SHEET A-1 (MTX)
REVISION TO SHEET A-1 (MTX)
REVISION TO SHEET A-1 (MTX)
REVISION TO SHEET A-1 (MTX)
REVISION TO SHEET A-1 (MTX)
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REVISION TO SHEET A-1 (MTX)

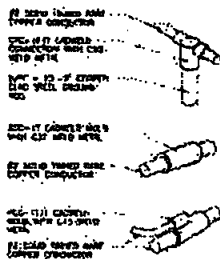
REVISION TO SHEET A-1 (MTX)

(1) INSTALL (2) NO. 7, 8" POWER/FAIR CHAINS
(2) REMOVE & REPLACE TWO (2) ANCHORS PER SECTION
ANCHOR, CONCRETE WEIGHT : 33.0# L'GTH = 12.1' DIA. = 7.0" DEEP. : 212 28198 



MONOPALM ELEVATION

Booth Suarez & 1000 UNIVERSITY AVENUE SUITE 1000 SAN DIEGO, CA 92108 TEL: (619) 594-9200 FAX: (619) 594-9201	
	
PREPARED FOR ✓ verizon wireless	
15505 SAND CANYON AVENUE BAYVIEW, CA 92018 (619) 286-7500	
APPROVALS	
ABC _____ DATE _____	BA _____ DATE _____
BB _____ DATE _____	CC _____ DATE _____
CD _____ DATE _____	CE _____ DATE _____
CF _____ DATE _____	CG _____ DATE _____
CH _____ DATE _____	CI _____ DATE _____
PROJECT NAME	
WEST PENASQUITOS SECTOR SPLIT 12885 BLACK MOUNTAIN ROAD SAN DIEGO, CA 92129 MTX - 54 SAN DIEGO COUNTY	
DRAWING DATA	
06/03/10 PROJECT 22 REVIEW (P) 04/17/14 REVISION 23 81' feet (CLEARANCE) TOTAL 22 (cont) 06/03/10 20' HO 1' GRADE CHANGE (cont) 06/03/10 20' HO 1' (cont) 12/31/10 REVISION 22 83' (cont) (CONTINUED) 08/09/10 REVISION 23 (cont) 01/06/11 CONTINUATION (continued) 1/11/11 1/11/11 PLANNED SUBMITTAL (cont)	
SHEET TITLE	
ANTENNA PLAN & MONOPOLAN ELEVATION	
PROJECT: MTX0011110700	
A-3	



GROUND DETAILS

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



GROUND ROD 1/2" DIA. x 6' L.

GROUND DETAILS

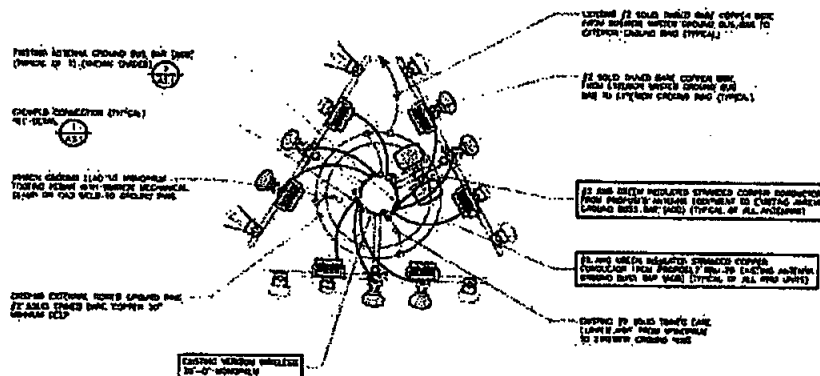
SCALE: 1/2" = 1'-0"

NO DETAIL THIS SPACE

NO DETAIL THIS SPACE

LEGEND

- 1. GROUND ROD
- 2. GROUND ROD CONNECTED TO GROUND BUS
- 3. GROUND ROD CONNECTED TO GROUND BUS WITH CLAMP
- 4. GROUND ROD CONNECTED TO GROUND BUS WITH CLAMP AND GROUND ROD



ANTENNA GROUNDING PLAN



CITY OF SAN DIEGO
PUBLIC SERVICES DEPARTMENT
COMMUNICATIONS DIVISION

PROJECT: ANTENNA GROUNDING PLAN
SHEET: 1 OF 1

APPROVAL: [Signature]
DATE: 1/26/2016

APPROVAL: [Signature]
DATE: 1/26/2016

Booth Suarez & Associates

15000 SAN CAYTON AVENUE
SAN DIEGO, CA 92116
(619) 594-7000



PROJECT NO. 15000

DATE: 1/26/2016

verizon wireless

15000 SAN CAYTON AVENUE
SAN DIEGO, CA 92116
(619) 594-7000

PROJECT NAME

WEST PENASQUITOS SECTOR SPLIT

15000 SAN CAYTON AVENUE
SAN DIEGO, CA 92116

MTX-54

SAN DIEGO COUNTY

DRAWING DATE

01/26/16

01/26/16

01/26/16

01/26/16

01/26/16

01/26/16

01/26/16

01/26/16

01/26/16

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01/26/16

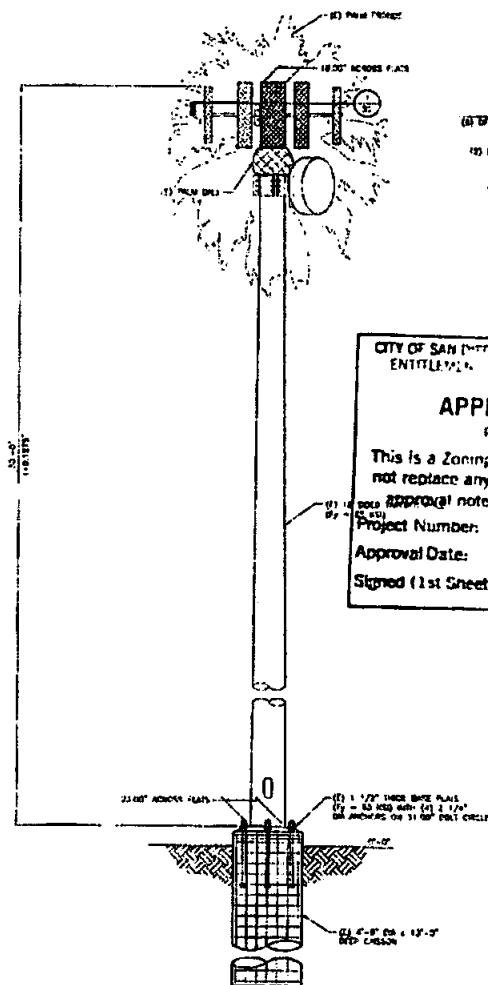
01/26/16

01/26/16

01/26/16

[illegible]

PERSONS OF INTEREST ON TABLE 1 PAGE 2	
ALFRED W. STANLEY	1930 DPF
ALFRED W. STANLEY	1930 DPF
ALFRED W. STANLEY	1930 DPF

[illegible]

(A) OF (15) (C) PANEL ACTIONS
TO BE REPLACED?
(B) (D) BULK
(E) (F) SOURCE SUPPLIES

IN-C
(G) A-B C-A D-H

CITY OF SAN ANTONIO TEXAS SERVICES DEPARTMENT
ENTITLEMENT DIVISION COMMUNITY DEVELOPMENT FACILITIES

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

This is a Zoning Use Certificate approval. This does not replace any required construction permits. Approval notes within plan set for more details.

Project Number: 465487
Approval Date: 1/26/2016
Signed (1st Sheet):

SUMMARY:
 (LIVING FOR) IS NECESSARY
 TO SUPPORT LIVING GROWING

DATE: 1-25-77
SHEET: 4-60
PLANT: 171 0-1-77

REV.	DATE BY	REVISION DESCRIPTION

ENGINEER/CONSULTANT

next  step
DESIGN, INC.

[illegible]

10/26/97 10:00

SITE GUIDE



15505 SAND CANYON AVE
BUILDING 'D' 1st FLOOR
IRVINE, CA 92618
PHONE (414) 356-7000

14



APPROVAL:

APPROVED BY:	INITIALS	DATE.
LANDLOD		
LEASING.		
ZONING.		
RF		
E/P		
CPM:		

STI NFO

SITE NAME
WESTERN
PENASQUITOS

SITE ADDRESS
12865 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129

SUBJECT FILE

POLE ELEVATION AND NOTES

DRAMING INC

ENG. NAME SI ENG	DRAWN BY DGB	DATE 07/26/75
---------------------	-----------------	------------------

SAFETY IS OUR TOP

S-1

CONSTRUCTION NOTES

9	EXISTING MONOPALM ELEVATION
---	-----------------------------

13

L-1

NO DETAIL THIS PLAN		CITY OF SAN DIEGO - PLANT SERVICES DEPARTMENT UTILITY ENGINEERING - COMMUNICATION FACILITIES APPROVED FOR "A" NO DETAIL THIS PLAN This is a <u>Final</u> drawing. This does not replace any required <u>approval</u> notes within a project. Project Number: <u>465487</u> Approval Date: <u>1/26/2016</u> Signed (1st Sheet): <u>TC</u>
1	2	3
NO DETAIL THIS PLAN	NO DETAIL THIS PLAN	NO DETAIL THIS PLAN
4	5	6
NO DETAIL THIS PLAN		
7	8	9
PLANTING ON LEVEL GROUND	SCALE N.T.S.	TREE PLANTING
10	11	12

Booth & Suarez

ARCHITECTS & ENGINEERS

12505 SAND CANYON AVENUE
SAN DIEGO, CA 92118
(760) 706-7000

PREPARED FOR

verizon wireless

12505 SAND CANYON AVENUE
SAN DIEGO, CA 92118
(760) 706-7000

PROJECT NAME

WEST PENASQUITOS SECTOR SPLIT

12863 BLACK MOUNTAIN ROAD
SAN DIEGO, CA 92129
MTX - 54
SAN DIEGO COUNTY

DRAWING DATES

10/15/14	REV. 15 (40)
12/11/14	REVISED TO 43 (40)
03/25/15	REVISED TO 44 (40)
04/04/15	REVISED TO 45 (40)
04/04/15	REVISED TO 46 (40)
04/04/15	REVISED TO 47 (40)
04/04/15	REVISED TO 48 (40)
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04/04/15	REVISED TO 94 (40)
04/04/15	REVISED TO 95 (40)
04/04/15	REVISED TO 96 (40)
04/04/15	REVISED TO 97 (40)
04/04/15	REVISED TO 98 (40)
04/04/15	REVISED TO 99 (40)
04/04/15	REVISED TO 100 (40)

SHEET TITLE

LANDSCAPE DETAILS

PROJECTS/REVISED/1/10/14

L-3

Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attention: Ellie N. Berneiman
(Site: W. Pensquitos)

D.T.T. = \$0; Lease is less than 35 years

(Space above this line for Recorder's use)

APN# 315-490-04 & 315-490-41
Site # W. Penasquitos

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of _____, 20____ (the Effective Date").

1. THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless) ("LESSEE"), with an office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") dated _____, 20____, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease
2. The term of the Lease is Ten (10) years and commenced on _____, 20____.
3. The land which is the subject of the Lease is described in attached Exhibit "A." The portion of the land being leased to LESSEE is set forth in the Lease.

IN WITNESS WHEREOF, this Memorandum of Lease is executed to be effective as of the Effective Date:

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

VERIZON WIRELESS (VAW) LLC,
dba Verizon Wireless

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

MARA W. ELLIOTT, CITY ATTORNEY

By: _____

Name: _____

Title: _____

Exhibit D

Interference Protection Requirements

- a. **Interference.** Prior to the Effective Date or at any time during the Term of this Lease, LESSEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from the proposed Communications Equipment; transmission frequencies that are currently being operated at the Site, and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies at the Site may be obtained from CITY's General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY's General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.
- b. **City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures.** For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses at the Site.

Pre-installation or pre-use Testing

- (1) LESSEE shall notify all permittees/lessees/users at the Site of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Site may be obtained from CITY and used to compile a notification list.
 - (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.
 - (b) 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 noted in the notification letter.
 - (c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.

- (d) The notification letter to the GSDCD Senior Communications Engineer shall include a list of all permittees/lessees/users notified.
- (2) Following the completion of the tests, LESSEE shall provide a letter to the GSDCD Senior Communications Engineer stating the test results obtained from each permittee/lessee/user participating in the test and a list of those permittees/lessees/users who did not respond.
- (3) If a notified permittee/lessee/user fails to send a qualified representative to observe and participate in the tests, it will be assumed by CITY that the permittee/lessee/user has assured itself that their operations will not be affected.
- (4) It shall be the responsibility of LESSEE to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

c. On-The-Air Tests - Technical Details

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

- (1) The LESSEE's transmitting and/or receiving equipment shall be of the type planned for final use at the Site.
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Site.
 - (b) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.
- (2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the LESSEE's electronic equipment.
- (3) All tests shall include testing with all frequencies planned for use by the LESSEE at the Site.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by LESSEE shall not directly or indirectly result in degraded technical performance of the CITY's existing radio equipment installed at the Site or used in the general area. Resulting degraded technical performance in this instance will include, but is not limited to:

- (1) Detectable or measurable received intermodulation;

(2) Audio distortion or noise; and

(3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

LESSEE shall notify CITY prior to modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions. These modifications may require retest using this "ON THE AIR" testing procedure and the newly proposed equipment.

f. Resulting Interference

Should an interference problem occur at the Site or in the nearby surrounding area as a result of LESSEE's newly installed, retuned, or modified Communications Equipment, LESSEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. CITY may recognize the right of prior authorized permittees/lessees/users and withhold consent or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between LESSEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by LESSEE as a result of CITY withholding consent and LESSEE waives any claim for expense or loss which LESSEE might incur as a result of CITY withholding consent.

TECHNICAL DATA SUMMARY

One form to be completed per transmitter and supplied to all permittees/lessees/users operating at the facility.

DATE _____

LOCATION _____

APPLICANT _____

CALL SIGN _____ CONTACT NAME _____

PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Site.
Bottom section is to be completed by each existing Site permittee/lessee/user after testing is finished.

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

"On-the-air" interference testing has been completed at the above stated Site location. A qualified representative was present for the test to observe for possible interference problems.

With regard to the above test, this is to certify that objectionable radio frequency interference
did did not result during this test.

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E

Installation Standards

- a. All waveguide and coaxial cable runs shall be installed and supported on the tower, cable ladder, and ice bridges using equivalent hardware and methods to those currently used on site.
- b. All waveguide and coaxial cable shall be installed in a neat manner with sweeping bends and straight runs on the tower cable ladder and ice bridges.
- c. Three (3) ground kits shall be installed as follows: Near the antenna, where the coax transitions to horizontal at the junction between the cable ladder and ice bridge, and where the cable enters the building. Grounds shall be installed to shunt any lightning directly to earth ground.
- d. All antenna mounts and hardware utilized on towers and structures shall be hot-dip galvanized or stainless steel and of standard manufacture.
- e. All drawings submitted for installation approval shall clearly show the following items:
 - (1) A plot plan of the site to include the building and tower location with the proposed equipment shown in its proposed location,
 - (2) A tower drawing clearly showing the location of the proposed antenna and the routing of the waveguide or coax cable specifying grounding locations.
 - (3) If equipment is to be located inside the building, a drawing shall be provided showing the rack location of the equipment, an elevation drawing of the rack, and a plot plan of the equipment installed in the rack.
 - (4) A list of all equipment to be installed shall be provided. This list shall include the type and manufacturer of equipment, RF frequency, RF power, modulation type, RF filtering, antenna type, antenna model, antenna gain and azimuth, waveguide and/or coax cable length and AC power requirement including any HVAC.
- f. All transmitters shall have necessary protection to eliminate any RF degradation of the receive signal to any other user on the site, such as filtering and isolators.
- g. To minimize the number of antennas and waveguide or coax cables to be mounted on the tower, transmitter combining will be required whenever possible.
- h. All cabinets and racks shall be grounded to the site grounding system.
- i. Should CITY determine that a tower loading analysis is required, the requesting user shall have the tower analysis done at its expense and provide CITY with information on how the additional load to the tower will affect tower structural integrity.

- j. **Tower Climbing:** All tower climbing shall be done in compliance with all CAL-OSHA requirements.
- k. **RF Radiation:** Hazardous RF radiation levels may be encountered when climbing on existing antenna structures. Refer to FCC OET Bulletin 65. When it is necessary to climb on the antenna structure for installation or maintenance, contact the CITY's General Services Department, Communications Division ("GSDCD") Fixed Maintenance Supervisor at (619) 525-8650 for shutdown scheduling and procedures. Any equipment installed on the Site may at times require shutdown to allow maintenance personnel to access the antenna structure.
- l. Lessees shall provide CITY with shutdown procedures and 24-hour contact names and telephone numbers. In addition, should changes be made to the contact names and telephone numbers, the CITY shall be notified at least ten (10) calendar days before the change.
- m. **Access:** For access to the site, contact the GSDCD Fixed Maintenance Supervisor at (619) 525-8650. Keys will be issued as required. **DO NOT DUPLICATE KEYS.**
- n. **Security:** All sites are alarmed with silent alarms and monitored twenty-four (24) hours per day by the Public Service Dispatch Center. When entering or leaving a building, call (619) 527-7660 or use the order wire dial #13 and identify yourself. Police respond to all unanswered alarms.
- o. **Cleanup:** All trash and debris shall be removed from the site at the end of each work day and upon completion of the project.
- p. A detailed construction schedule shall be provided to GSDCD prior to any installation work.

Exhibit F

Emergency Maintenance Procedures

If LESSEE discovers that any of the Communications Equipment is damaged, LESSEE shall immediately notify CITY's Station 38 at (619) 527-7660,

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify LESSEE's Network Operation Call Center at (800) 264-6620.

CITY may require any replacement Communications Equipment to be relocated, as provided for in this Lease.

If LESSEE'S Communications Equipment causes any interference to CITY's telecommunications equipment and/or system, CITY may require such Communications Equipment to be removed permanently and replaced at another location, as provided for in this Lease.

LESSEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining its Communications Equipment.

If a party changes its emergency contact telephone information, that party shall immediately notify the other party of the new contact information at the telephone number provided above, and, within ten (10) calendar days, provide the other party with written notice of the new contact information, in accordance with this Lease.

Exhibit G

Maintenance Standards – Effective July 1, 2012

Maintenance Task	Standard of Care (90% of Time)
1. Maintain Turf	
a. Mowing	Weekly
b. Edging	Weekly
c. Sweeping	Weekly (Flexible)
d. Fertilization	None
e. Aerification	Six Times Annually
f. Renovation/Restoration	As-Needed
2. Pick-up Trash	Pick up trash daily by 10:00 a.m., plus additional pick-ups in high-use areas or during special events.
3. Maintain Planters/Shrub and Flower Beds/Groundcover	
a. Edging	Weekly
b. Mulching, Replacing Plants, Hedging	Semi-Annually
c. Pruning	As-Needed
4. Maintain Trees and Park Forest System	Respond to safety hazards within two working days. Respond to non-safety related issues within 20 working days.
a. Fertilizing	Semi-Annually
b. Planting, Trimming, Pruning, Skirting, Removing	As-Needed
5. Maintain Hardscape – Sweeping	Weekly
6. Control Pests	
a. Landscape Plant Pests	For landscape pests, respond within 14 working days of service request received by Citywide Pesticide Crew
b. Animal Pests	As Needed
7. Remove Graffiti	Removal within 2 working days
8. Repair Irrigation	Fix within 7 working days of service request received by Citywide Irrigation Crew
9. Conduct Playground Inspection and Repair	Inspect all play equipment daily in the morning
a. Identify safety hazards	Lock off hazardous play equipment upon identification of hazard
b. Respond to safety hazards – emergency	Respond immediately
c. Respond to potential safety hazards – non-emergency	Respond to potential safety hazards within two days.

d. Respond to non-safety related issues	Respond to non-safety related issues within 14 working days.
10. Maintain Ballfields and Infields	As-Needed
11. Provide Indoor and Outdoor Activity Support	As-Needed
12. Perform Routine Preventative Equipment and Tool Maintenance.	Weekly
13. Repair Small/Minor Equipment	Fix within 14 working days of service request received by Citywide Maintenance Repair Facility Mechanics
14. Install, Inspect, Clean and Repair Site Furnishings	Daily
15. Perform Custodial/Maintenance Activities	Daily
16. Clean Outdoor Restrooms	
a. Balboa Park	Clean all outdoor restrooms by 10:00 a.m.
b. Community/Neighborhood Parks	Clean all outdoor restrooms by 10:00 a.m.
c. Mission Bay Park	Clean all outdoor restrooms by 10:00 a.m.
d. Pools	Clean restrooms and locker rooms twice a day, once before opening and again during the day
17. Conduct Site Safety Checks	Daily
18. Respond in the Event of an Emergency	As-Needed
19. Serve our Customers	As-Needed
20. Train Staff	As mandated by regulatory agencies
21. Perform Weed Abatement	As Needed
22. Maintain Aquatic Features (fountains and pools)	
a. Fountains	Test fountains daily to ensure water quality meets County Department of Health standards
b. Pools	Test pools hourly during operational hours to ensure water quality meets County Department of Health standards



THE CITY OF SAN DIEGO

Hi Enza

Date 7-23-18

Please put this NORA(s) in your Project file.

Thank you, Myra Lee

DATE OF NOTICE: July 6, 2018

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 21000022

PROJECT NO: N/A
PROJECT NAME: Verizon Lease West Peñasquitos Open Space
COMMUNITY PLAN AREA: Rancho Peñasquitos
COUNCIL DISTRICT: 6
LOCATION: The project is located at 12871 Black Mountain Road, San Diego, CA 92129.

PROJECT DESCRIPTION: The project is a lease between the City of San Diego and Verizon Wireless to allow for a previously permitted Wireless Communication Facility (WCF), a 30-foot monopalm with equipment shelter, to operate for a ten-year term.

ENTITY CONSIDERING PROJECT APPROVAL: City Staff (Real Estate Assets Department)

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City conducted an environmental review which determined that the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15301, which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. The proposed project, a lease to allow for the operation and maintenance of a WCF, is a negligible expansion of use. No environmental impacts were identified for the proposed project. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

CITY PROJECT MANAGER: Enza Charles, Supervising Property Agent
MAILING ADDRESS: 1200 Third Avenue, Suite 1700
San Diego, CA 92101
PHONE NUMBER/E-MAIL: (619) 236-6052/ECharles@sandiego.gov

On July 6, 2018, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to

the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (July 20, 2018). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD	
Posted	<u>JUL 05 2018 <i>ml</i></u>
Removed	<u>JUL 23 2018</u>
Posted by	<u><i>myralee</i></u>