



Telecommunications Project Management



February 16, 2011

Ms. Carol Young
Real Estate Assets Department
The City of San Diego
1200 Third Avenue, Suite 1700
San Diego, California 92101

RE: Site Address: 11498 Camino Ruiz, San Diego (the "Property")
 Site Name: NS0622 (Camino Ruiz Park)
 Agreement: Lease Agreement, dated January 19, 2011 (the "Lease") between The City of San Diego ("City") and New Cingular Wireless PCS, LLC ("AT&T").

Dear Ms. Young,

This site has not yet been constructed. However, as the available technology has changed during the course of the entitlement process, AT&T would like to incorporate the following design changes into the initial build:

Antennas: This site was initially leased and permitted for nine (9) four-foot antennas. AT&T would like to revise the design to twelve (12) six-foot antennas. One (1) additional GPS antenna will be mounted to one of the existing radio cabinets.

Radio Equipment: Install one (1) additional Radio Cabinet, and reconfigure a second Radio Cabinet within the existing block wall enclosure.

Ancillary Equipment: Install two (2) Remote Radio Units ("RRU's") in each of the three antenna sectors. One Surge Suppressor will also be installed within the tree structure. One additional conduit will be installed between the equipment and the Surge Suppressor for fiber connectivity and power. Please see attached plans for details.

Pursuant to Section 10.3. Improvements/Alterations of the Lease Agreement, "If changes in technology occur during the Term that require Lessee to upgrade the Communications Equipment, Lessee may perform such upgrading, provided that (1) Lessee obtains City's prior written consent..." In order to comply with such requirement, AT&T would like to request City's consent and approval to complete the items described above.

If all meets with your approval, please either (i) have an authorized City representative sign below, or (ii) provide an alternative "consent" as City deems appropriate. By signing this letter, City is providing its consent and approval to allow AT&T to perform the proposed modifications described herein. Upon signature, please return to my attention at:

PlanCom, Inc.
302 State Place, 2nd Floor
Escondido, California 92029

Page 2 of 2

Please call me at (619) 200-2260 should you have any questions or require additional information. Thank you for your consideration.

Sincerely,

Rodney Philhower

Rodney Philhower, *agent*
for AT&T

ACKNOWLEDGEMENT AND CONSENT

By: *David A. Sandoval*
Name: _____
Title: **David A. Sandoval, CCIM**
Deputy Director, Real Estate Assets
Date: *2-17-11*

ENGINEERING

2008 INTERNATIONAL BUILDING CODE
2005 NATIONAL ELECTRIC CODE
19A/CA-222-F OR LATEST EDITION
CALIFORNIA BUILDING CODE, TITLE 24, 2007 EDITION
CALIFORNIA ELECTRICAL CODE, 2007 EDITION
CALIFORNIA PLUMBING CODE, 2007 EDITION
CALIFORNIA MECHANICAL CODE, 2007 EDITION
CALIFORNIA FIRE CODE, 2007 EDITION
CALIFORNIA ENERGY CODE, 2008 EDITION, INCLUSIVE OF 1997 UBC,
2004 UMC, 2000 UPC, 2002 MEC & 2004 CEC
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL
PREVAIL.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A
TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE
MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT
DISTURBANCE ON EFFECT ON DRAINAGE, NO SANITARY SEWER
SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND
NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT DESCRIPTION

AT&T WIRELESS PROPOSES TO MODIFY AN (E) WIRELESS
INSTALLATION. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL (2) (M) LTE EQUIPMENT CABINETS
- REMOVE (8) (E) 4' ANTENNAS
- INSTALL (12) (M) 9' ANTENNAS
- INSTALL (1) (M) DC SURGE SUPPRESSORS
- INSTALL (1) (M) AT&T GPS ANTENNA
- INSTALL (1) (M) CONDUIT FIBER RUN

SITE INFORMATION

PROPERTY OWNER: CITY OF SAN DIEGO
ADDRESS: REAL ESTATE ASSETS DEPT.
SAN DIEGO, CA 92121
SITE NAME: CAMINO RUIZ PARK
SITE ADDRESS: CAMINO RUIZ & CALLE CRISTOBAL
SAN DIEGO, CA 92126
SITE CONTACT: CAROL L. YOUNG
(619) 238-8081
COUNTY: SAN DIEGO
LATITUDE (NAD 83): 32° 59' 48.0" N
32.83000
LONGITUDE (NAD 83): 117° 9' 2.987" W
-117.15083
GROUND ELEVATION: 440'-0" AMSL
ANTENNA TIP HEIGHT: 27'-0" AGL
ZONING JURISDICTION: CITY OF SAN DIEGO
ZONING DISTRICT: AR-1-1
(HJ) No. 801482
PARCEL #: 309-040-091; 309-040-093
& 309-020-21
OCCUPANCY GROUP: U
CONSTRUCTION TYPE: V-B
OTHER WIRELESS FACILITIES: ONE OTHER KNOWN WCF OPERATING
AT THIS SITE
POWER COMPANY: SDG&E
TELEPHONE COMPANY: AT&T
RF ENGINEER: RAW JINDAL
(925) 922-4394
PLANNING LEASING AGENT: RODNEY PHILLIPSON
(619) 290-2260
ZONING AGENT: KRYSTAL PATTERSON
(760) 715-8703
CONSTRUCTION MANAGER: CRAIG MURPHY
(619) 290-9884

LEGAL DESCRIPTION

A PORTION OF RANCHO LOS PERRASQUILLOS, IN THE CITY OF SAN
DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING
TO MAP ACCOMPANYING THE PATENT OF SAID RANCHO RECORDED
IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY,
IN BOOK 2, PAGE 385 OF PATENTS, AS DESCRIBED IN DEED TO
THE CITY OF SAN DIEGO RECORDED FEBRUARY 18, 1980 AS
FILE/PLAT NO. 88-055889 OF OFFICIAL RECORDS, AND PORTIONS
OF PARCEL 1 AND PARCEL 3 OF PARCEL MAP NO. 14629, IN THE
CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO
COUNTY JANUARY 15, 1987.

CONTACT INFORMATION

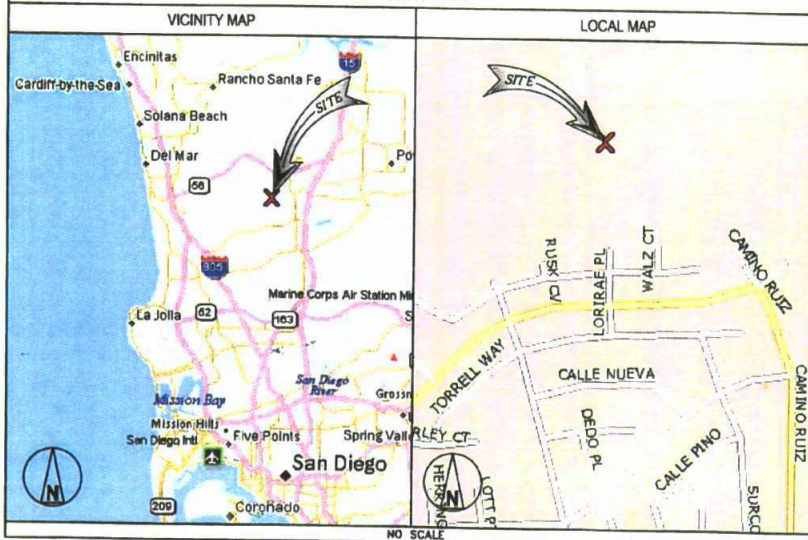
ENGINEER: BLACK & VEATCH CORPORATION
8820 WILLOW CREEK RD, SUITE 310
SAN DIEGO, CA 92131
CONTACT: MAURO MORAN
(913) 231-0384



at&t

NS0622 CAMINO RUIZ PARK LTE OPTIMAL CAMINO RUIZ & CALLE CRISTOBAL SAN DIEGO, CA 92126

LOCATION MAPS



DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:

HEAD SOUTHWEST ON PACIFIC CENTER BLVD TOWARD MCKELLAR CT; GO 404 FT. MAKE A U-TURN AT MCKELLAR CT; GO 0.3 MI.
TAKE THE 2ND RIGHT ONTO PACIFIC HEIGHTS BLVD; GO 0.5 MI. TURN LEFT AT MIRA MESA BLVD; GO 2.9 MI. TURN LEFT AT
CAMINO RUIZ; GO 1.6 MI. SITE WILL BE ON THE LEFT.

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE
SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS
ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR
MODIFICATIONS.

AT&T RF: _____ DATE: _____
SITE ACQUISITION: _____ DATE: _____
PROPERTY OWNER: _____ DATE: _____
CME: _____ DATE: _____
AT&T PM: _____ DATE: _____

RF INFORMATION

	LTE	GSM	UMTS
Tx	704.0 - 716.0 MHz	880 - 874.8 MHz 890 - 881.4 MHz 1950 - 1932.6 MHz 1970 - 1960 MHz	874.8 - 879.6 MHz 1945 - 1950 MHz
Rx	734.0 - 746.0 MHz	824 - 829.4 MHz 845 - 845.4 MHz 1870 - 1872.8 MHz 1890 - 1900 MHz	829.6 - 834.4 MHz 1865 - 1869.8 MHz
MAX EIRP:	500.0 WATTS	MAX ERP: 850 MHz: 54 WATTS 1900 MHz: 54.5 WATTS	

DRAWING INDEX

SHEET NO:	SHEET TITLE
1-1	TITLE SHEET
2-1	SITE PLAN
2-2	ENLARGED SITE PLAN
2-3	EQUIPMENT LAYOUT
2-4	ANTENNA LAYOUT
2-5	SITE ELEVATIONS
2-6	SITE ELEVATIONS
2-7	SITE DETAILS

DO NOT SCALE DRAWINGS

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON
THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES
BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

11"x17" PLOT WILL BE HALF SCALE



UNDERGROUND
SERVICE ALERT
UTILITIES PROTECTION CENTER, INC.
811
48 HOURS BEFORE YOU DIG

APPROVED 2/14/2011
ORIGINAL
SHEET NUMBER
47-1



5738 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 168151
DRAWN BY: HWS
CHECKED BY: VLH

ENGINEER OF RECORD

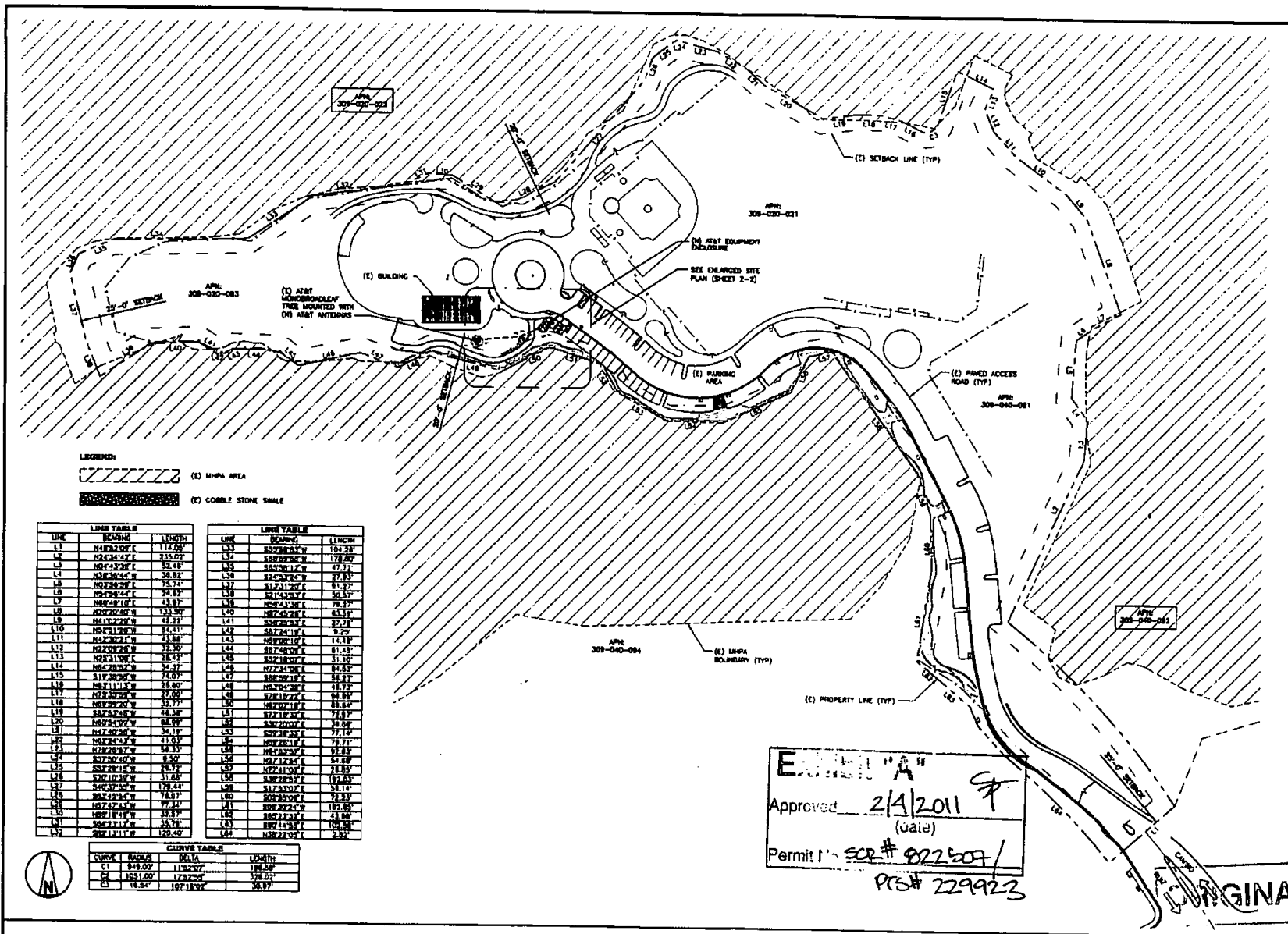
PATRICK DOYLE
CA NO. 74199
BLACK & VEATCH
10950 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 458-2000

NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

NS0622
CAMINO RUIZ PARK
CAMINO RUIZ & CALLE CRISTOBAL
SAN DIEGO, CA 92126
ZONING

SHEET TITLE
TITLE SHEET



at&t

5735 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121

BLACK & VEATCH

10930 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 438-2000

PROJECT NO: 100151
DRAWN BY: HMB
CHECKED BY: VJH

REV	DATE	DESCRIPTION
1	04/02/11	ISSUED FOR EXHIBIT
2	01/11/11	ISSUED FOR EXHIBIT

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74100
BLACK & VEATCH
10930 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 438-2000

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NS0822
CAMINO RUIZ PARK
CAMINO RUIZ & CALLE CRISTOBAL
SAN DIEGO, CA 92126
ZONING

SHEET TITLE
SITE PLAN

SHEET NUMBER
Z-1

EXHIBIT "A"

Approved: 2/4/2011 *[Signature]*
(date)

Permit # SC# 822509
PR# 229923

SITE PLAN

SCALE: 1"=80'-0"

(E) EQUIPMENT LAYOUT

(N) EQUIPMENT LAYOUT

Exhibit "A"

Approved 2/1/2011 (date)

SCR # 822507/

Permit No. PG# 229922

ORIGINAL

EQUIPMENT LAYOUT

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



5738 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121

**BLACK & VEATCH**

10850 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 168131

DRAWN BY: HWD

CHECKED BY: VLH

[illegible]

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74189
BLACK & VEATCH
10850 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 438-2000

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NS0622
CAMINO RUIZ PARK
CAMINO RUIZ & CALLE CRISTOBAL
SAN DIEGO, CA 92126
ZONING

SHEET TITLE

EQUIPMENT LAYOUT

SHEET NUMBER

Z-3



5735 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10850 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 188181

DRAWN BY: HMB

CHECKED BY: VLM

REV	DATE	DESCRIPTION
1	05/03/91	ISSUED FOR ZONING
2	01/11/91	ISSUED FOR ZONING

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74199
BLACK & VEATCH
10850 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 458-2000

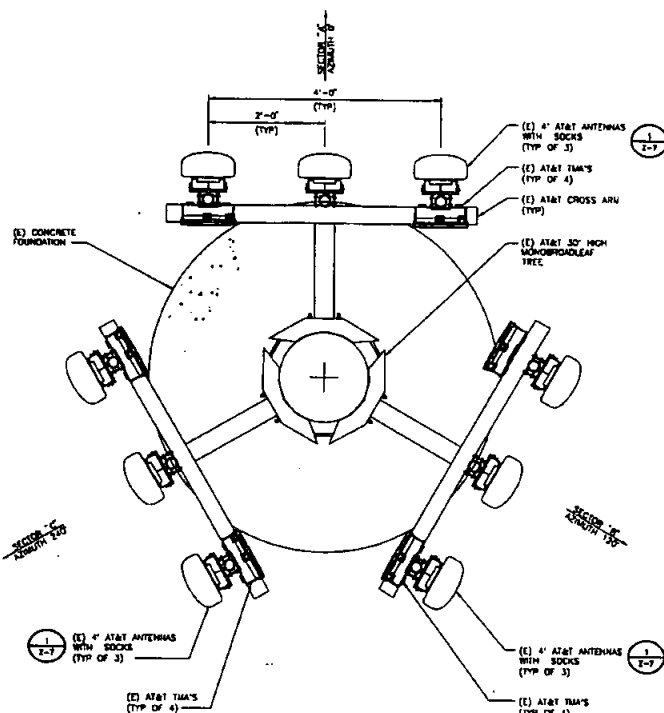
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FOR CONSTRUCTION**

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OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

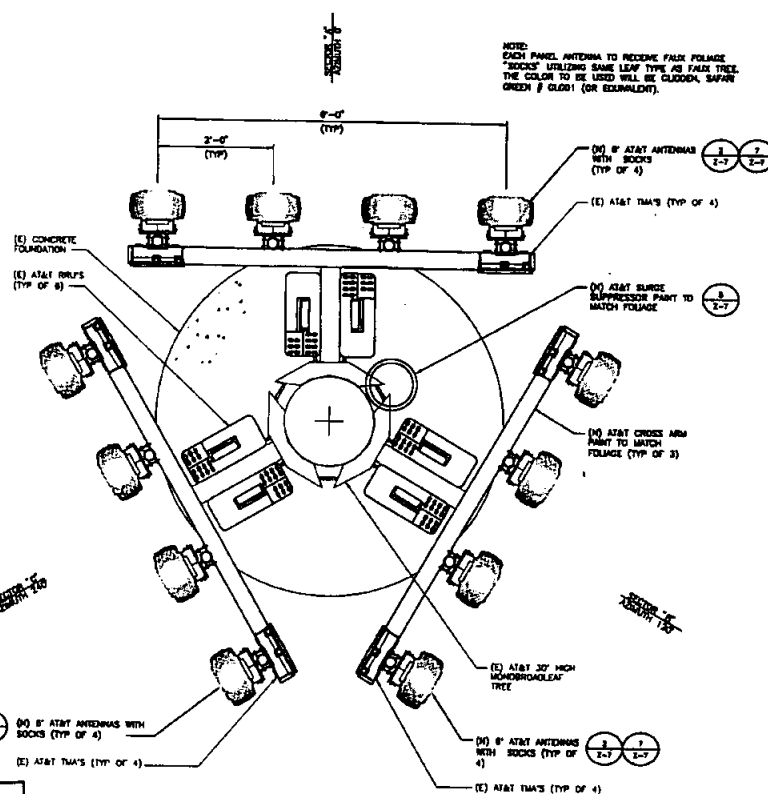
NS0822
CAMINO RUIZ PARK
CAMINO RUIZ & CALLE CRISTOBAL
SAN DIEGO, CA 92126
ZONING

SHEET TITLE
ANTENNA LAYOUT

SHEET NUMBER
Z-4



(E) ANTENNA LAYOUT



(N) ANTENNA LAYOUT

E. A.
Approved: 24201
(date)
Permit No. SC# 8225071
PG# 229923

ORIGINAL

ANTENNA LAYOUT

SCALE: 1"=1'-0"

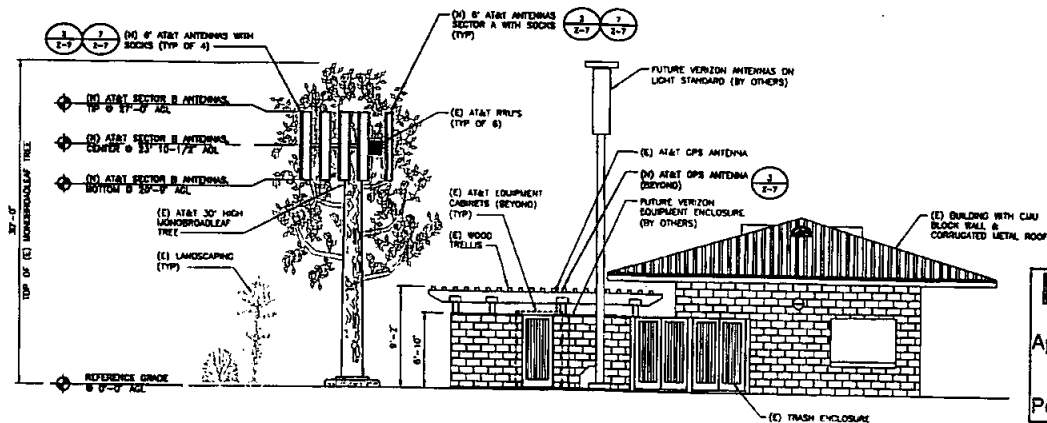


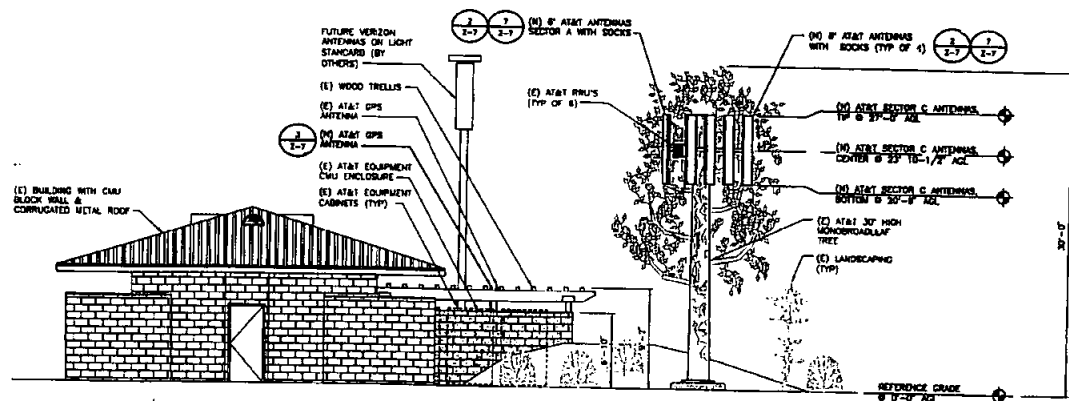
Exhibit "A"

Approved 2/4/2011 (date) MS #
 SEC # 822507 Permit No. 229922

EAST ELEVATION

SCALE: 3/16"=1'-0"

C



WEST ELEVATION

ORIGINAL

SCALE: 3/16"=1'-0"

D



5735 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10930 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 436-2000

PROJECT NO: 168151

DRAWN BY: HNB

CHECKED BY: VLH

REV	DATE	DESCRIPTION
0	03/03/11	ISSUED FOR ZONING
1	01/11/11	ISSUED FOR ZONING

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74189
BLACK & VEATCH
10930 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 436-2000

**NOT TO BE USED
FOR CONSTRUCTION**

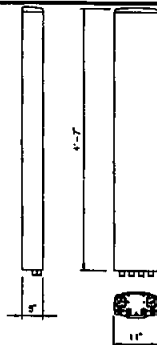
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OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

NS0622
CAMINO RUIZ PARK
CAMINO RUIZ & CALLE CRISTOBAL
SAN DIEGO, CA 92126
ZONING

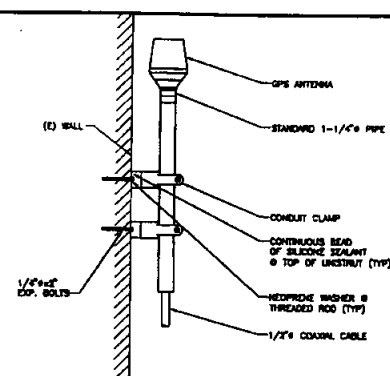
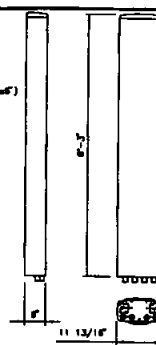
SHEET TITLE
SITE ELEVATIONS

SHEET NUMBER
Z-6

RADOME MATERIAL: GRP
 RADOME COLOR: LIGHT GREY
 DIMENSIONS, HURND: 1408x280x125mm (55"x11"x5")
 WEIGHT, WITH PRE-MOUNTED BRACKETS: 35 lbs
 WIND LOAD, FRONTAL/LATERAL/REAR: 95 lbs
 SIDE 42 m/s. (MPH):
 CONNECTOR: 7/16 DIN FEMALE



RADOME MATERIAL: GRP
 RADOME COLOR: LIGHT GREY
 DIMENSIONS, HURND: 1818x300x152mm (75.5"x11.8"x6")
 WEIGHT, WITH PRE-MOUNTED BRACKETS: 51.8 lbs
 WIND SURVIVAL RATING: 130 mph
 CONNECTOR: 7/16 DIN FEMALE



5738 PACIFIC CENTER BLVD
 SAN DIEGO, CA 92121



BLACK & VEATCH

10830 GRANDVIEW DRIVE
 OVERLAND PARK, KANSAS 66110
 (913) 456-2000

(E) ANTENNA SPECIFICATION

NO SCALE

1

(N) ANTENNA SPECIFICATION

NO SCALE

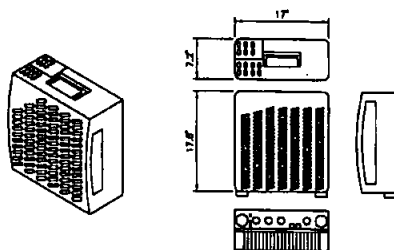
2

GPS ANTENNA WALL MOUNT

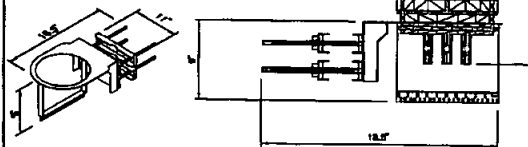
NO SCALE

3

DIMENSIONS, WINDM: 431x184x152mm (17"x7"x6")
 POWER CONSUMPTION: 300 WATTS
 TOTAL WEIGHT: 55 lbs
 TEMPERATURE: -40 TO 55 °C



DIMENSIONS, WINDM: 280x810mm (11"x24")
 NOMINAL OPERATING VOLTAGE: 48 VDC
 NOMINAL DISCHARGE CURRENT: 20 mA @ 20°C
 MAXIMUM DISCHARGE CURRENT: 80 mA @ 20°C
 MAXIMUM CONTINUOUS OPERATING VOLTAGE: 78 VDC
 VOLTAGE PROTECTION RATING: 400 V
 WIND LOADING: 150 MPH (SUSTAINED)
 185 MPH (GUST)
 TOTAL WEIGHT: 32.8 lbs



BRU SPECIFICATIONS

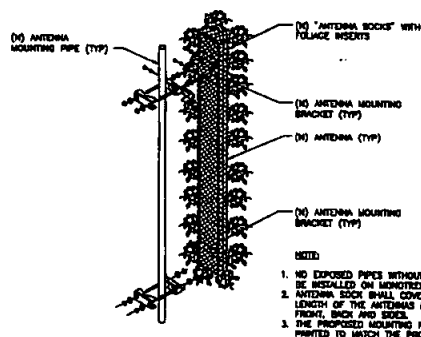
NO SCALE

4

DC SURGE SUPPRESSOR DETAIL

NO SCALE

5



- NOTE:
1. NO EXPOSED PIPES WITHOUT ANTENNAS TO BE INSTALLED ON MONOTREE AT ANY TIME.
 2. ANTENNA SOCK SHALL COVER THE FULL LENGTH OF THE ANTENNAS AND THEIR FRONT, BACK AND SIDES.
 3. THE PROPOSED MOUNTING PIPES SHALL BE PAINTED TO MATCH THE PROPOSED BARK.

ANTENNA MOUNTING WITH SOCKS

NO SCALE

7

NOT USED

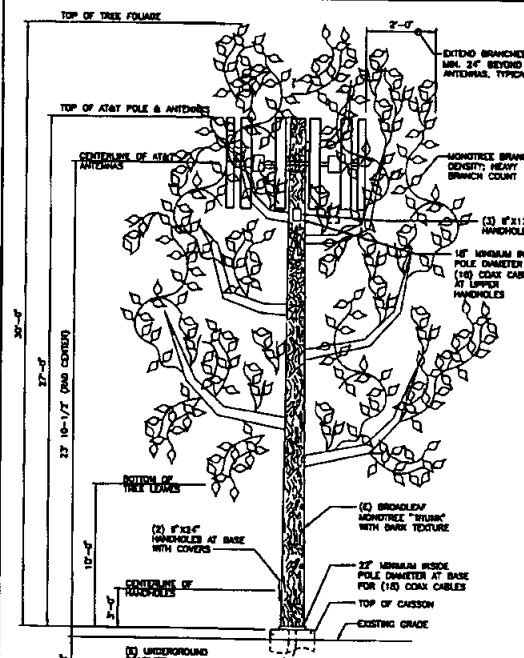
NO SCALE

8

BROADLEAF MONOTREE ELEVATION

NO SCALE

9



- NOTE:
1. NO EXPOSED PIPES WITHOUT ANTENNAS TO BE INSTALLED ON MONOTREE AT ANY TIME.
 2. ANTENNA SOCK SHALL COVER THE FULL LENGTH OF THE ANTENNAS AND THEIR FRONT, BACK AND SIDES.
 3. THE PROPOSED MOUNTING PIPES SHALL BE PAINTED TO MATCH THE PROPOSED BARK.
 4. ROUTE ALL CONDUITS FOR COAX THROUGH POLE FOUNDATION. NO DOORHOUSE PERMITTED.

BRAND NEW MONOTREE NOTES:	
BRANCH COUNT	= 3 BRANCHES PER 1'-0"
BRANCH TOTAL	= FULL BRANCH COUNT
% OF BRANCH	= 74%
EXISTING BRANCH HEIGHT	= 10'-0" AGL
% OF BRANCH	= 10'-0" AGL
% OF BRANCH	= 10'-0" AGL
% OF BRANCH	= 10'-0" AGL

PROJECT NO: 168151

DRAWN BY: HWB

CHECKED BY: VLH

REV	DATE	DESCRIPTION
1	05/07/11	ISSUE FOR TENDR
2	06/11/11	ISSUE FOR TENDR
3	06/11/11	ISSUE FOR TENDR
4	06/11/11	ISSUE FOR TENDR
5	06/11/11	ISSUE FOR TENDR
6	06/11/11	ISSUE FOR TENDR
7	06/11/11	ISSUE FOR TENDR
8	06/11/11	ISSUE FOR TENDR
9	06/11/11	ISSUE FOR TENDR
10	06/11/11	ISSUE FOR TENDR
11	06/11/11	ISSUE FOR TENDR
12	06/11/11	ISSUE FOR TENDR
13	06/11/11	ISSUE FOR TENDR
14	06/11/11	ISSUE FOR TENDR
15	06/11/11	ISSUE FOR TENDR
16	06/11/11	ISSUE FOR TENDR
17	06/11/11	ISSUE FOR TENDR
18	06/11/11	ISSUE FOR TENDR
19	06/11/11	ISSUE FOR TENDR
20	06/11/11	ISSUE FOR TENDR

ENGINEER OF RECORD

PATRICK DOYLE
 CA NO. 74190
 BLACK & VEATCH
 10830 GRANDVIEW DR.
 OVERLAND PARK, KS 66110
 (913) 456-2000

NOT TO BE USED FOR CONSTRUCTION

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NS0622
 CAMINO RUIZ PARK
 CAMINO RUIZ & CALLE CRISTOBAL
 SAN DIEGO, CA 92126
 ZONING

SHEET TITLE

SITE DETAILS

SHEET NUMBER

Z-7



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

NEW CINGULAR WIRELESS PCS, LLC

for

**Camino Ruiz Park
11498 Camino Ruiz**

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 NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("LESSEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY ("Effective Date"), once the Lease is approved by the San Diego City Attorney.

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. "Approved Light Pole" – a CITY-approved light pole installed by LESSEE on the "Premises" (defined below) and approved by CITY for LESSEE'S use as provided herein.
- 1.2. "Communications Equipment" – includes, but is not limited to, antenna structures, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures, more particularly described in Exhibit C.
- 1.3. "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.
- 1.4. "LESSEE'S Operations" – LESSEE'S development, occupancy, use, and/or maintenance of the "Site" (defined below) and "Premises" (defined below).
- 1.5. "Premises" – that certain portion of the "Site" (defined below) used by LESSEE, more particularly described in Exhibit A.
- 1.6. "Site" – that certain parcel of City-owned real property located in the City of San Diego, County of San Diego, State of California, more particularly described in Exhibit A.

2. LEASED PROPERTY.

- 2.1. Lease of Premises. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Premises.

- 2.2. Access to Site. Unless otherwise provided, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Site on a 24-hour, non-exclusive basis to access the Premises using such access points as shown or described in Exhibit A.
- 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 D, which LESSEE may record in the Office of the San Diego County Recorder.

3. USES.

LESSEE shall use the Premises 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, a wireless communication facility on the Premises, including, without limitation, LESSEE'S Communications Equipment.

- 3.1. Continuous Use. LESSEE shall continuously occupy and use the Premises throughout the "Term" (defined below) of this Lease.
- 3.2. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease.

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. LESSEE may not continue in possession of the Premises past the expiration or earlier termination of this Lease. Any extension of the Term shall require approval by the City Council pursuant to City Council Policy 700-10 ("Disposition of City-Owned Real Property").
- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Premises 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 Premises in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

LESSEE shall pay to CITY rent in the amount of \$30,000 (thirty thousand dollars) per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows:

Lease Year Two	\$30,900
Lease Year Three	\$31,827
Lease Year Four	\$32,782
Lease Year Five	\$33,765
Lease Years Six – Ten	Market Rent Adjustments by Appraisal

The above rent schedule reflects an annual rent escalation equal to three percent (3%) above the annual rent for each preceding Lease Year. For the sixth through the tenth Lease Years, the rent may be adjusted upward pursuant to the “Market Rent Adjustments by Appraisal” section, below.

- 5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the rent for the remaining five (5) Lease Years of the Term shall be determined by an appraisal, to be effective as of the first day of the sixth Lease Year (“Adjustment Date”). Such appraisal shall be performed by a staff appraiser of CITY’S Real Estate Assets Department (“READ”) or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases (“Qualified Appraiser”) and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Premises, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by LESSEE to CITY within thirty (30) calendar days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in effect immediately prior to the Adjustment Date. CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the rent for the remaining five (5) Lease Years shall be set at three percent (3%) above the annual rent for each preceding Lease Year.
- 5.2. 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. 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.

- 5.3. 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%), for a total of ten percent (10%), which is agreed by the Parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than \$250 (two hundred fifty dollars). 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 related to the following: improvements and alterations (Section 10); waste, damage, and destruction (Section 14); and maintenance (Section 17). LESSEE shall make any and all of its records and accounts relating to its use of the Premises 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 Premises. 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 Premises.

7. INSURANCE.

- 7.1. Prerequisites to LESSEE'S Operations. Prior to LESSEE'S Operations, LESSEE shall complete each of the following:
- 7.1.1. LESSEE shall obtain a Commercial General Liability insurance policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least \$2,000,000 (two million dollars) per occurrence, subject to an annual aggregate of \$4,000,000 (four million dollars), and deliver to READ a current certificate of such insurance currently in effect;
 - 7.1.2. LESSEE shall obtain an All-Risk Property insurance policy providing coverage for all of LESSEE'S insurable property on the Premises in an amount to cover one hundred percent (100%) of the replacement cost, and deliver to READ a current certificate of such insurance currently in effect;
 - 7.1.3. LESSEE shall obtain a separate endorsement(s) [CG2010 (11/85) or equivalent form], naming "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds in each of LESSEE'S liability policies, and deliver to READ a copy of such endorsement(s); and
 - 7.1.4. Each of the insurance policies described above shall be primary and noncontributory to any coverage carried or maintained by CITY.
- 7.2. Qualified Insurer(s). All insurance required under this Lease shall be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. CITY may accept non-admitted surplus lines insurers, provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- 7.3. Deductibles and Retentions. All deductibles and self-insured retentions on any insurance policy required under this Lease shall be the sole responsibility of LESSEE.
- 7.4. Continuity of Coverage. Each insurance policy required under this Lease shall be in effect prior to LESSEE'S Operations, except that "course of construction fire insurance" shall be in force upon commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. LESSEE shall keep in force each of the insurance policies required under this Lease throughout the Term and any extended use, without lapse. When a new insurance policy is obtained, or when an insurance policy is renewed or extended, LESSEE shall deliver to CITY, within fifteen (15) calendar days thereafter, a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease.

- 7.5. Modification. To assure protection from and against the kind and extent of risk existing on the Premises, CITY, in its sole discretion, may require the reasonable revision of amounts and coverage, at any time during the Term, by giving LESSEE thirty (30) calendar days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for any new improvements on the Premises, in order to meet the requirements of this Lease.
- 7.6. Accident Reports. LESSEE shall report to CITY any accident causing property damage or injury to persons on the Site. 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.
- 7.7. Self-Insurance. LESSEE may provide READ evidence of self-insurance. If such evidence of self-insurance is deemed satisfactory and approved, in writing, by CITY'S Risk Management Department, such evidence of self-insurance shall be in lieu of the foregoing insurance requirements set forth in Sections 7.1 through 7.6, and no further proof of insurance is required unless changes are made to LESSEE'S insurance status.
- 7.8. Failure to Comply. If LESSEE fails or refuses to obtain or maintain any of the insurance required under this Lease, or fails to provide proof of such insurance, CITY may obtain the insurance. LESSEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify LESSEE of such payment of premiums, stating the amount paid, the name of each insurer, and the rate of interest. LESSEE shall pay such reimbursement and interest on the first day of the month following CITY'S notice. **Notwithstanding any other provision of this Lease, if LESSEE fails or refuses to obtain or maintain any of the insurance required under this Lease, or fails to provide proof of such insurance, CITY may terminate this Lease immediately upon such breach. Upon such termination, LESSEE shall immediately cease its use of the Premises and commence and diligently pursue the removal of its property from the Site.**

8. ACCEPTANCE OF PREMISES.

LESSEE represents and warrants that LESSEE has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Premises are in the condition called for herein, that CITY has performed all work with respect to the Premises, and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Premises. LESSEE has been given the opportunity to investigate the Premises 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 substances on the Premises. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises.

9. SITE PLANS.

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

10. IMPROVEMENTS AND ALTERATIONS.

LESSEE shall not construct any improvements, structures, or installations on the Premises, or make any alterations to the Premises (with the exception of necessary maintenance and/or repairs) without CITY'S prior written consent. LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Premises without CITY'S prior written consent.

- 10.1. Replacement of Existing Light Pole. LESSEE may replace any existing light pole on the Premises with an Approved Light Pole, 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.
- 10.2. Landscaping. If required in the approved site plans set forth in Exhibit B, LESSEE shall install landscaping and irrigation (collectively, "Landscaping") on the Premises 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 to the reasonable satisfaction of CITY'S Park and Recreation Department for a period of two (2) years from the date the Landscaping is installed on the Premises in conformance with the approved site plans set forth in Exhibit B (i.e., the date the installation of the Landscaping passes final inspection by CITY), 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 for the remainder of the Term.
- 10.3. Upgrading. If changes in technology occur during the Term that require LESSEE to upgrade the Communications Equipment, LESSEE may perform such upgrading, provided that: (1) LESSEE obtains CITY'S prior written consent; (2) the upgrading does not damage or interfere with any adjacent improvements on the Site; and (3) the upgrading complies with the requirements set forth in Exhibit E.
- 10.4. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Premises, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.
- 10.5. Repair and Restoration. These provisions shall not relieve LESSEE of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary

condition, including, without limitation, structural repair and restoration of damaged or worn improvements.

11. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management of the Premises for the permitted uses to the reasonable satisfaction of CITY. For purposes of this section, “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, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE’S sole cost and expense. LESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations.
- 12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, 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. Equal Opportunity Contracting Program. LESSEE shall comply with San Diego Municipal Code (“SDMC”) sections 22.2701 through 22.2708, as amended, Equal Employment Opportunity Outreach Program (“EEOOP”), a copy of which is on file in the Office of the City Clerk and incorporated herein by this reference. LESSEE shall comply, and require each of its contractors to comply, with the EEOOP. LESSEE shall comply with each of the following: Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE shall not discriminate against any employee or applicant for employment on any basis prohibited by law. On or before the Effective Date, LESSEE shall submit a current Work Force Report and a current Equal Employment Opportunity Plan (“EEO Plan”), as may be required by SDMC section 22.2705, which set forth the actions that LESSEE will take to achieve CITY’S commitment to equal employment opportunities. LESSEE shall insert the provisions of this section in all contracts related to this Lease to ensure that such provisions will be binding upon each such contractor.
 - 12.3.1. CITY Monitoring. LESSEE acknowledges that CITY’S Equal Opportunity Contracting Program staff will monitor and review LESSEE’S EEO Plan. LESSEE’S failure to comply with its EEO Plan and/or submitting false information related to this section shall be a default of this Lease, and may

result in debarment from participating in CITY leases and/or contracts for a period of not less than one (1) year.

- 12.4. Local Business and Employment. LESSEE acknowledges that CITY promotes employment and business opportunities for local residents and firms in all CITY leases and contracts. To the extent legally possible, LESSEE shall solicit local residents and firms for employment applications, contract bids, and proposals related to this Lease. LESSEE shall hire qualified local residents and firms whenever feasible.
- 12.5. CITY Employee Participation Policy. If LESSEE employs an individual who, within the twelve (12) months immediately preceding such employment, did in their capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council regarding the selection of LESSEE, CITY may unilaterally and immediately terminate this Lease. These provisions shall not apply to City Council Members.
- 12.6. Drug-Free Workplace. LESSEE shall comply with the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - 12.6.1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Site and specifying the actions that will be taken against employees for violations of the prohibition;
 - 12.6.2. Establish a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. LESSEE'S policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations; and
 - 12.6.3. LESSEE shall include in each of its contracts related to this Lease language obligating each contractor to comply with the provisions of this section to maintain a drug-free workplace. LESSEE, and each of its contractors, shall be individually responsible for their own drug-free workplace program.
- 12.7. Disabled Access. LESSEE shall, at all times during LESSEE'S Operations, comply with each of the following: the 1990 Americans with Disabilities Act; Title 24 of the California Code of Regulations (i.e., the California Building Standards Code); and

any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.

- 12.8. Water Quality Assurances. LESSEE shall comply with CITY'S Storm Water Management and Discharge Control Ordinance ("Ordinance"), codified in San Diego Municipal Code sections 43.0301 et seq., and employ "Best Management Practices," including a "Storm Water Pollution Prevention Plan" (as those terms are defined in the Ordinance), hereinafter collectively referred to as the "Prevention Plan," as approved by CITY under its Stormwater Management Program. Within ninety (90) calendar days after the Effective Date, LESSEE shall submit a Prevention Plan satisfactory to CITY that will control erosion and reduce the amount of "Pollutants" (as defined in the Ordinance) and other sediments discharged from the Premises. CITY may review the Prevention Plan periodically. Within ninety (90) calendar days after written notice from CITY requesting an update of the Prevention Plan, LESSEE shall submit an updated Prevention Plan satisfactory to CITY. LESSEE shall implement all changes to the Prevention Plan as required by CITY, to ensure compliance with all applicable laws, ordinances, and regulations. LESSEE shall inform its employees, contractors, subcontractors, agents, and vendors of the Prevention Plan and ensure their compliance therewith.
- 12.9. 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. LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease.

13. TELECOMMUNICATIONS PROVISIONS.

- 13.1. Entire Installation. LESSEE represents and warrants that the Communications Equipment listed in Exhibit C constitutes the entire installation, which LESSEE shall update from time to time upon CITY'S request.
- 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 Premises, 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. 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 E, 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 Site, provided that the installation and operation of such CITY-authorized equipment pre-dates the installation of the Communications Equipment at the Site.
- 13.4. Industry Standards. LESSEE shall perform all Communications Equipment installations, modifications, and maintenance 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 trash and debris from the Premises 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 on the Site; and
 - 13.4.4. LESSEE shall comply with the requirements set forth in Exhibit F with respect to any Communications Equipment installation or modification. CITY may, in its sole discretion, update Exhibit F 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) on the Site 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 public use of CITY-owned property.
- 13.7. Site Access and Security. If the Site is located on Water Department property, LESSEE shall comply with the procedures described in Exhibit H, which may be updated from time to time in CITY'S sole discretion. LESSEE'S failure to comply with such procedures shall be a default of this Lease.

- 13.8. CITY Water Tanks. If any Communications Equipment is attached to CITY water tanks, upon CITY'S request, LESSEE shall immediately repair the water tanks at the attachment location, re-attach loose Communications Equipment, or otherwise change the attachment method as CITY may reasonably direct. LESSEE shall temporarily remove its Communications Equipment from CITY water tanks during periods of water tank maintenance and painting.

14. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the 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 Premises clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Premises is damaged by any cause that puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Premises all debris resulting from the damage and restore the Premises in accordance with plans and specifications 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 Premises as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Premises within one hundred eighty (180) calendar days after such occurrence.

15. HAZARDOUS SUBSTANCES.

LESSEE shall not allow the installation or release of Hazardous Substances in, on, under, or from the Premises or Site. LESSEE and LESSEE'S agents and contractors shall not store, utilize, or sell any Hazardous Substance on the Premises or Site without CITY'S prior written consent. For the purpose of this section, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of Hazardous Substances. A copy of the current EPA and State of California lists is on file in the Office of the City Clerk as Document No. 769704 and, by this reference, is incorporated into this Lease.

- 15.1. Remediation. If LESSEE'S Operations result in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 15.2. Indemnification. 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, costs of environmental assessments, costs of remediation and removal, any necessary response

costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

- 15.3. Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on or beneath the Premises or Site, LESSEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) calendar days after receipt of the knowledge or cause for belief. If LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and/or safety, LESSEE may take all actions necessary to alleviate the danger. LESSEE shall notify CITY immediately of any notice of violation received, environmental action initiated, or private suit filed that is related to the Premises or Site.
- 15.4. Environmental Assessment. Upon reasonable cause to believe that LESSEE'S Operations resulted in any Hazardous Substance being released on or beneath the Premises or Site, CITY may cause an environmental assessment of the Premises or Site 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 Operations on, in, or under the Premises or 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, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect 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, CITY may cause, the remediation and/or removal recommended in the environmental assessment, such that compliance with environmental law is 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 without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found on the Premises, LESSEE shall remove the item at LESSEE'S sole cost and expense within twenty-four (24) hours after CITY'S demand therefor, or CITY may then enter the Premises and remove the item at LESSEE'S cost and expense. LESSEE shall post a clearly marked sign at the Premises indicating LESSEE'S name and emergency telephone number.

17. MAINTENANCE.

Except as provided in Section 17.3 below, LESSEE shall, at its sole cost and expense, continuously maintain the Premises 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 Premises in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the reasonable 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.

- 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 notice shall be required), 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. Non-Water Department Property. If the Site is located on non-Water Department property, the Parties shall comply with the emergency maintenance procedures set forth in Exhibit G, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.
- 17.3. Approved Light Poles.
 - 17.3.1. If an Approved Light Pole is installed on the Premises, CITY will maintain and repair the Approved Light Pole for any wear and tear or damage not related to LESSEE'S Operations (e.g., replacement of light bulbs and electrical wiring used for lighting), and LESSEE shall maintain and repair the Approved Light Pole for wear and tear or damage related to LESSEE'S Operations.
 - 17.3.2. In the event that an Approved Light Pole must be replaced due to damage or destruction to the pole caused by LESSEE (or its officers, representatives, agents, or employees) or resulting from LESSEE'S Operations, LESSEE shall pay the entire cost of replacing the Approved Light Pole (with an antenna structure sufficient for LESSEE'S Operations).
 - 17.3.3. In the event that an Approved Light Pole must be replaced due to damage or destruction to the pole not caused by LESSEE (or its officers, representatives, agents, or employees) or not resulting from LESSEE'S Operations, CITY will pay for that portion of the replacement costs equal to the cost of replacing a light pole suitable for non-communication purposes, and LESSEE shall pay for that portion of the replacement costs necessary to replace the Approved Light Pole (with an antenna structure sufficient for LESSEE'S Operations) less CITY'S portion of the replacement costs.
 - 17.3.4. All such maintenance, repairs, and replacements by LESSEE shall be completed to the reasonable 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.

18. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, or to protect CITY'S interest in the Premises, or to inspect the operations conducted on the Premises. If CITY'S entry or inspection discloses that the Premises are 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 Premises 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 Premises are 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 Premises shall be installed underground and shall be used for LESSEE'S Operations only.

20. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of LESSEE'S business or other LESSEE activities related to the Premises, 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 interests. 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 Premises, 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 Premises-related loan proceeds exclusively to its installation of wireless communication facilities on the Premises, 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 Premises, including, but not limited to, the following: off-site improvements for service of the Premises; 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 Premises are 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, provided such person is of good character and reputation in the community.
- 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 Premises, 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 Premises results in a lien or notice of lien being filed against the Premises 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 Premises, 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 Premises by any other person, 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 Premises, or any right or appurtenant privilege to the Premises.

23.2.1. Any subletting, in whole or in part, of the Premises 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.

24.1. LESSEE'S Indemnity Obligation. 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 which arise out of or are in any manner directly or indirectly connected with this Lease or 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 claims or liability arising from the established active negligence, sole negligence, or sole 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.

24.2. CITY'S Indemnity Obligation. CITY shall protect, defend, indemnify, and hold LESSEE, its officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with CITY'S development, active use, or maintenance of the Site, and all costs and expenses of investigating and defending against same, including, without limitation, reasonable attorney fees and costs; provided, however, that CITY'S duty to indemnify, defend, and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of LESSEE, its officers, representatives, agents, and employees.

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 Premises. Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may be required for LESSEE'S Operations. LESSEE shall diligently seek and obtain, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Premises, as are 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 Premises.
- 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 Premises for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 26.3. Entry. CITY may enter the Premises to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably or substantially interfere with LESSEE'S use of the Premises and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Premises 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 an amount of space within the Site substantially equivalent to the Premises. CITY shall exercise its reassignment right by delivering written notice (the "Reassignment Notice") to LESSEE that proposes one or more alternate locations within the Site to which LESSEE may relocate its Communications Equipment. LESSEE shall have ninety (90) calendar days from the date LESSEE receives the Reassignment Notice to evaluate CITY'S proposed relocation space, during which period LESSEE may conduct tests to determine the technological feasibility of the proposed relocation space. Any relocation space which CITY and LESSEE agree upon, in writing, is hereinafter referred to as the "Relocation Space."

- 27.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Space either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Space, or otherwise as soon as possible after receipt of all necessary permits and approvals required for any CITY construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE'S use of the Relocation Space. 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 relocation 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 on the Site.
- 27.4. No Agreement. If CITY and LESSEE are unable to agree on a mutually acceptable relocation space, then LESSEE may terminate this Lease upon thirty (30) calendar days prior written notice to CITY, without further obligation thereto.
- 27.5. Premises Redefined. After a reassignment and relocation as provided in this section, the Premises shall be redefined to be the Relocation Space. CITY and LESSEE agree that "as built" drawings of the Relocation 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 shall be amended (pursuant to Section 32.12 below) to include a full description of the Relocation 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 Premises 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 Premises 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 Premises occurs, and in the opinion of CITY, the remaining part of the Premises 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 Premises occurs, and in the opinion of CITY, the remaining part of the Premises 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 Premises taken, but only to the extent that LESSEE'S use of the Premises 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 Premises 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 Premises 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 Premises 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 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 Premises or to possession of the Premises, and CITY may enter and take possession of the Premises 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 Premises or possession of the Premises, and CITY may enter and take possession of the Premises 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 the 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 Premises. 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 Premises.
- 29.5. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Premises, 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 Premises 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 Premises (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 (all or any portion thereof hereinafter referred to in this section as "LESSEE'S Personal Property"), shall be the property of LESSEE (hereinafter referred to in this section as "LESSEE'S Property"). At all times, any Approved Light Pole on the Premises shall be the property of CITY.

- 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 Premises and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Lease.
- 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 Premises 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 thereof.
- 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 Premises, 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 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.

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:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Lease Administration
12555Cingular Way, Suite 1300
Alpharetta, Georgia 30004

With a concurrent copy to one of the following:

If sent via certified or registered mail, then to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier, then to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
16631 NE 72nd Way
Redmond, WA 98052-7827

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

If to CITY'S General Services Department, Communications Division:

City of San Diego
Attention: Communications Division
Central Operations
1220 Caminito Centro
San Diego, CA 92102

If to CITY'S Water Department for site access, in accordance with Exhibit H:

City of San Diego
Water Department
Attention: Program Manager
2797 Caminito Chollas
San Diego, CA 92105

- 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.
- 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 Premises, 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 Premises, 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 Premises 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 City Manager or his designee ("City Manager"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the City Manager's discretion, unless otherwise expressly provided.
- 32.10. San Diego's Strong Mayor Form of Governance. All references to "City Manager" in this Lease (and all subsequent amendments to this Lease) shall be deemed to refer to the "Mayor or his designee." This section shall remain in effect for the duration CITY operates under the mayor-council (commonly referred to as the "strong mayor") form of governance, pursuant to Article XV of CITY'S City Charter.
- 32.11. 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.
- 32.12. 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.
- 32.13. 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.
- 32.14. 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.
- 32.15. Legal Fees. If there is any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including, without limitation, court costs and attorney fees.
- 32.16. 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.
- 32.17. 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.

- 32.18. 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.
- 32.19. 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.

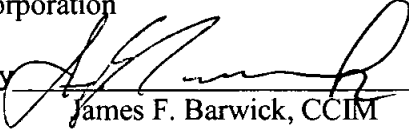
[The remainder of this page intentionally left blank.]

32.20. 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: 1/19/11

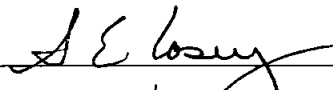
THE CITY OF SAN DIEGO, a California municipal corporation

By 
James F. Barwick, CCIM
Director, Real Estate Assets

Date: 1/13/11

LESSEE: NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By AT&T Mobility Corporation
Its Manager

By 
(Print Name) Steve Casey
(Title) AVP

APPROVED AS TO FORM AND LEGALITY:

Date: 1/25/2011

JAN I. GOLDSMITH, City Attorney

By 
David L. Herman
Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

On

1/13/11

Date

before me,

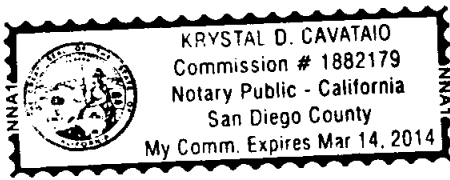
Krystal D Cavataio, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Steve E Casey

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Krystal D Cavataio

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Exhibit A

Description of Site and Premises

LESSEE Site No.: NS0622

Location: 11498 Camino Ruiz, San Diego, California 92126

Assessor's Parcel Number: 309-040-91 & 93; 309-020-21

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

Parcel A:

Parcel 3 of Parcel Map No. 14629, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 14629, filed in the office of the County Recorder of San Diego County, January 15, 1987.

Excepting therefrom that portion lying with the land as described in deed to the City of San Diego, a municipal corporation recorded July 28, 1995 as File/Page No. 1995-0323382 of Official Records.

Parcel B:

Parcel 1 of Parcel Map No. 14629, in the City of San Diego, County of San Diego, State of California, according to the map thereof No. 14629, filed in the office of the County Recorder of San Diego County, January 15, 1987.

Excepting therefrom that portion lying with the lands as described in deed to the City of San Diego, a municipal corporation recorded July 28, 1995 as File/Page No. 1995-0323382 of Official Records.

Parcel C:

That portion of Rancho Los Penasquitos, in the City of San Diego, County of San Diego, State of California, according to the map thereof 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, described as follows:

Commencing at the Northwest corner of Parcel 3 of Parcel Map No. 14629, in the City and County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, January 15, 1987; Thence along the Northerly line of said Parcel 3 North 88°26'22" East, 705.00 feet to the True Point of Beginning;

Thence leaving said Northerly line of Parcel 3 and along the following courses per deed recorded February 1, 1980 as File/Page No. 80-055289 of Official Records, North 16°12'29" East 142.60 feet (North 16°12'30" East 142.60 feet per deed); Thence, South 88°42'34" East 355.89 feet (South 88°42'34" East 355.98 feet per deed);

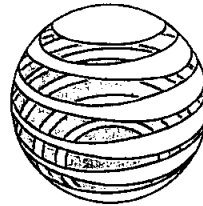
Thence North 67°15'17" (East 563.89 feet (North 67°15'18" East 563.85 feet per deed);
Thence, South 89°39'30" West 335.01 feet (South 89°39'29" East 335.01 feet per deed);
Thence, North 33°33'08" East 167.22 feet (North 30°33'09" West 167.22 feet per deed);
Thence, South 68°35'14" East 273.91 feet (South 68°35'13" East 273.91 feet per deed);
Thence, South 39°58'25" West 217.17 feet (South 39°58'26" West 217.92 feet per deed);
Thence, South 45°19'37" East 252.54 feet (North 45°19'36" West 252.54 feet per deed), to a
point on the Northerly line of Parcel 1 of said Parcel Map No. 14629, said point lying 237.50 feet
West of the Northeast corner of said Parcel 1, along a bearing of South 88°26'22" West (South
88°26'23" West per deed);
Thence continuing along said Northerly line South 88°26'22" West 1,630.01 feet to the True
Point of Beginning.

Excepting therefrom that portion lying with the land as described in deed to the City of San Diego,
a municipal corporation recorded July 28, 1995 as File/Page No. 1995-0323382 of Official
Records.

Description of Premises: 12'1" x 27'2 fenced equipment enclosure; 30' mono-tree antenna
structure. All routes of related cables and utilities.

Exhibit B

Site Plans



at&t

Exhibit "A"

Approved OCT. 23, 2010 (date)
 NUP# 601482 / Pcs# 167236
 Permit No. _____

CAMINO RUIZ PARK CAMINO RUIZ & CALLE CRISTOBAL SAN DIEGO, CA 92126 NS-0622-02

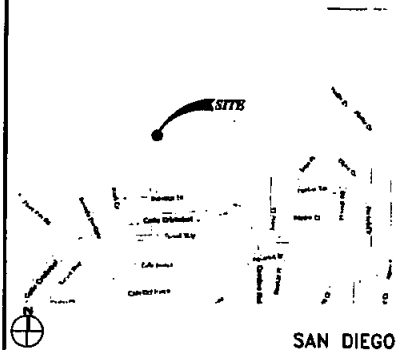
SPECIAL INSPECTIONS

FOR "SPECIAL INSPECTIONS" REFER TO THIS PROJECT PERMIT TO THE 2007 CEC, SECTION 179A.1.1, SEE SHEET T-3, "STATEMENT OF SPECIAL INSPECTIONS".

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY. WHEN THESE DRAWINGS ARE PRINTED IN 24"X36" FORMING, IF THE DRAWING SET IS NOT 24"X36", THIS SET IS NOT TO SCALE.

VICINITY MAP



CONSULTANT TEAM

CLIENT'S REPRESENTATIVE:

CARROLL DUNNORTH - PLANNING
 ROBERT FALGOUT - SITE ACQUISITION
 385 STATE PLACE
 2ND FLOOR
 CINCINNATI, OH 45202
 PHONE: (513) 502-2280 (ROBERT FALGOUT)
 FAX: (513) 528-4177

ARCHITECT/ENGINEER:

TELECOM DEVELOPMENT, INC. (TOD)
 177 S. LA EMPRESS
 SAN CLEMENTE, CA 92722
 PHONE: (949) 338-6144
 FAX: (949) 461-8888
 CONTACT: COLIN MURPHY

PROJECT/CONSTRUCTION MANAGER:

BLACK & VEATCH
 8000 WILLOW CREEK RD., #210
 SAN DIEGO, CA 92131
 PHONE: (619) 586-7851
 FAX: (619) 586-8888
 CONTACT: GUY MURPHY

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
 CALIFORNIA BUILDING CODE, TITLE 24, 2007 EDITION
 CALIFORNIA ELECTRIC CODE, 2007 EDITION
 CALIFORNIA ENERGY CODE, 2007 EDITION
 CALIFORNIA PLUMBING CODE, 2007 EDITION
 CALIFORNIA MECHANICAL CODE, 2007 EDITION
 CALIFORNIA FIRE CODE, 2007 EDITION
 IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

PROJECT SUMMARY

APPLICANT: AT&T
 6725 PACIFIC CENTER BLVD., 3RD FLOOR
 SAN DIEGO, CA 92121

OWNER: CITY OF SAN DIEGO
 1250 THIRD AVENUE, SUITE 1700
 SAN DIEGO, CA 92101

DEVELOPMENT SUMMARY:

- (1) EQUIPMENT CABINETS MOUNTED ON SLAB AT ORICE BEHIND
- (4) C&U ENCLOSURE
- (10) ANTENNAS MOUNTED ON (3) (4) 30' HIGH BRACKLETS
- 1000-1000
- PROVIDE ELECTRICAL AND TELLER SERVICE TO EQUIPMENT AREA
- POWER REQUIRED ARE N/A

UNDER ON-SITE TELECOM FACILITIES: YES (YES/NO)

PROJECT ADDRESS: CAMINO RUIZ & CALLE CRISTOBAL
 SAN DIEGO, CA 92126

ASSASSINATED PARCEL NUMBER: 308-048-001, 308-048-002
 & 308-048-003

EXISTING ZONING: PD-1-1

PROPOSED PROJECT AREA: 200 SF

PROPOSED TYPE OF CONSTRUCTION: TYPE 1-8

PROPOSED OCCUPANCY: U (TELECOM FACILITY)

EXISTING TYPE OF CONSTRUCTION: N/A

EXISTING OCCUPANCY: A-6

SPRINKLERED (YES/NO): NO

JURISDICTION: CITY OF SAN DIEGO

LEGAL DESCRIPTION:

SEE SHEET C-1 FOR LEGAL DESCRIPTION

SHEET INDEX

- T-1 TITLE SHEET
- A-0 SITE PLAN
- A-1 COLORED SITE PLAN
- A-2 UNDERGROUND UTILITY PLAN
- A-3 UNDERGROUND UTILITY PLAN
- A-4 UNDERGROUND UTILITY PLAN
- A-5 UNDERGROUND UTILITY PLAN
- A-6 CONCEPTUAL GRADING PLAN
- A-7 ELEVATIONS
- A-8 ELEVATIONS
- A-9 DETAILS
- S-1 STRUCTURAL PLANS
- S-2 STRUCTURAL PLANS
- S-3 STRUCTURAL PLANS
- L-1 LANDSCAPE PLANS
- L-2 LANDSCAPE PLANS
- L-3 LANDSCAPE PLANS
- G-1 SITE SURVEY (FOR REFERENCE ONLY)

ORIGINAL

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN ENCLOSURE WITHOUT FOR TELECOMMUNICATIONS FACILITY, AND THIS SECTION VIOLATES, EXCEPTS 1 AND 2, OF THE 2007 CEC, SHOULD BE EXEMPT FROM DISABLED ACCESS REQUIREMENTS.



TELECOM DEVELOPMENT, INC.

ARCHITECT & ENGINEER & TRANSMISSIONS

2725 Pacific Center Blvd., 3rd Floor

San Diego, CA 92121-4302

PROPRIETARY INFORMATION

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WHICH IS SPECIFICALLY IDENTIFIED

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INCLUDING PHOTOCOPYING, RECORDING,

OR BY ANY INFORMATION STORAGE AND

RETRIEVAL SYSTEM, WITHOUT THE

WRITTEN PERMISSION OF TELECOM

DEVELOPMENT, INC.

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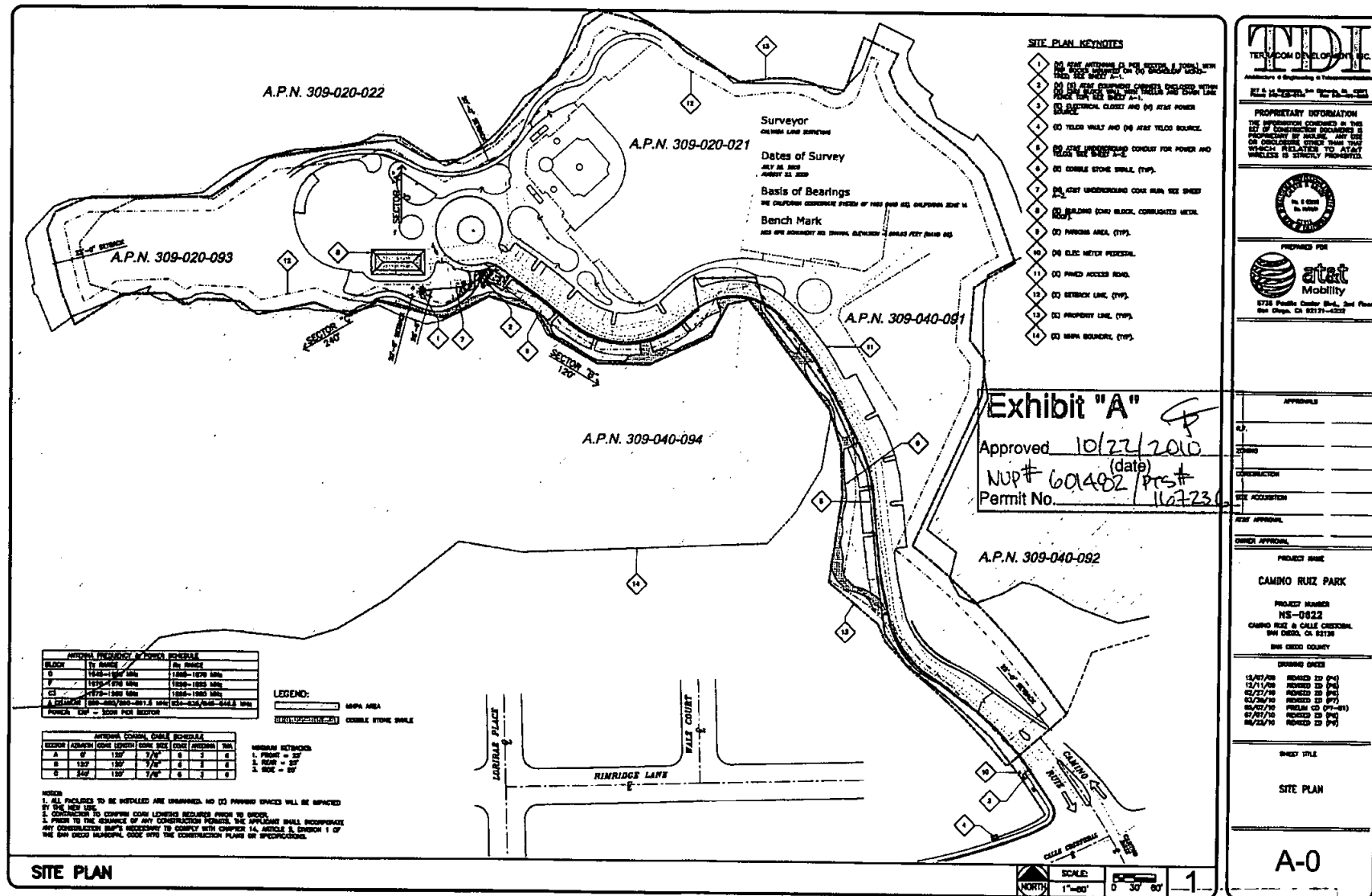
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FOR

PROJECT

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TNDI
 TERRY D. NICHOLS, INC.
 10000 S. 100th St., Suite 100
 Omaha, NE 68137-1000
 Phone: (402) 426-1000
 Fax: (402) 426-1001
 E-mail: tndi@tndi.com

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PREPARED FOR

 8728 Pacific Center Blvd., 2nd Floor
 San Diego, CA 92121-4222

APPROVALS

PROJECT NAME
 CAMINO RUIZ PARK

PROJECT NUMBER
 HS-0522

CAMINO RUIZ & CALLE CORDERO, SAN DIEGO, CA 92138

ISSUING SHEET

12/01/00 REVISION 22 (P-1)
 12/11/00 REVISION 23 (P-2)
 02/27/01 REVISION 24 (P-3)
 03/06/01 REVISION 25 (P-4)
 04/07/01 REVISION 26 (P-5)
 07/07/01 REVISION 27 (P-6)
 08/22/01 REVISION 28 (P-7)

SHEET TITLE
 SITE PLAN

A-0

ENLARGED SITE PLAN KEYNOTES

1. (1) LEFT SIDEWALK, 6' WIDE, 8' HIGH, WITH 10' BUFFER INSIDE OF (1) SIDEWALK, 10' HIGH.
2. (2) LEFT SIDEWALK, 6' WIDE, 8' HIGH, WITH 10' BUFFER INSIDE OF (1) SIDEWALK, 10' HIGH.
3. (3) RETRACTION LINE, (TYP).
4. (4) PROPERTY LINE, (TYP).
5. (5) 10' HIGH SECURITY, (TYP).
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Surveyor
DANIEL L. LEE, P.E.

Dates of Survey
JULY 10, 2006
AUGUST 10, 2006

Basis of Bearings
THE CALIFORNIA COASTAL COMMISSION'S (CCC) COASTAL ZONE MAP

Bench Mark
THE CCC BENCH MARK, ELEVATION = 100.00 FEET (DMS 10)

Exhibit "A"

Approved _____

(date)

Permit No. _____

ESTIMATED DISTANCES
10' = 10' (TYP)
10' = 10' (TYP)
10' = 10' (TYP)

MINIMUM DISTANCES
1. FROM = 10'
2. FROM = 10'
3. FROM = 10'

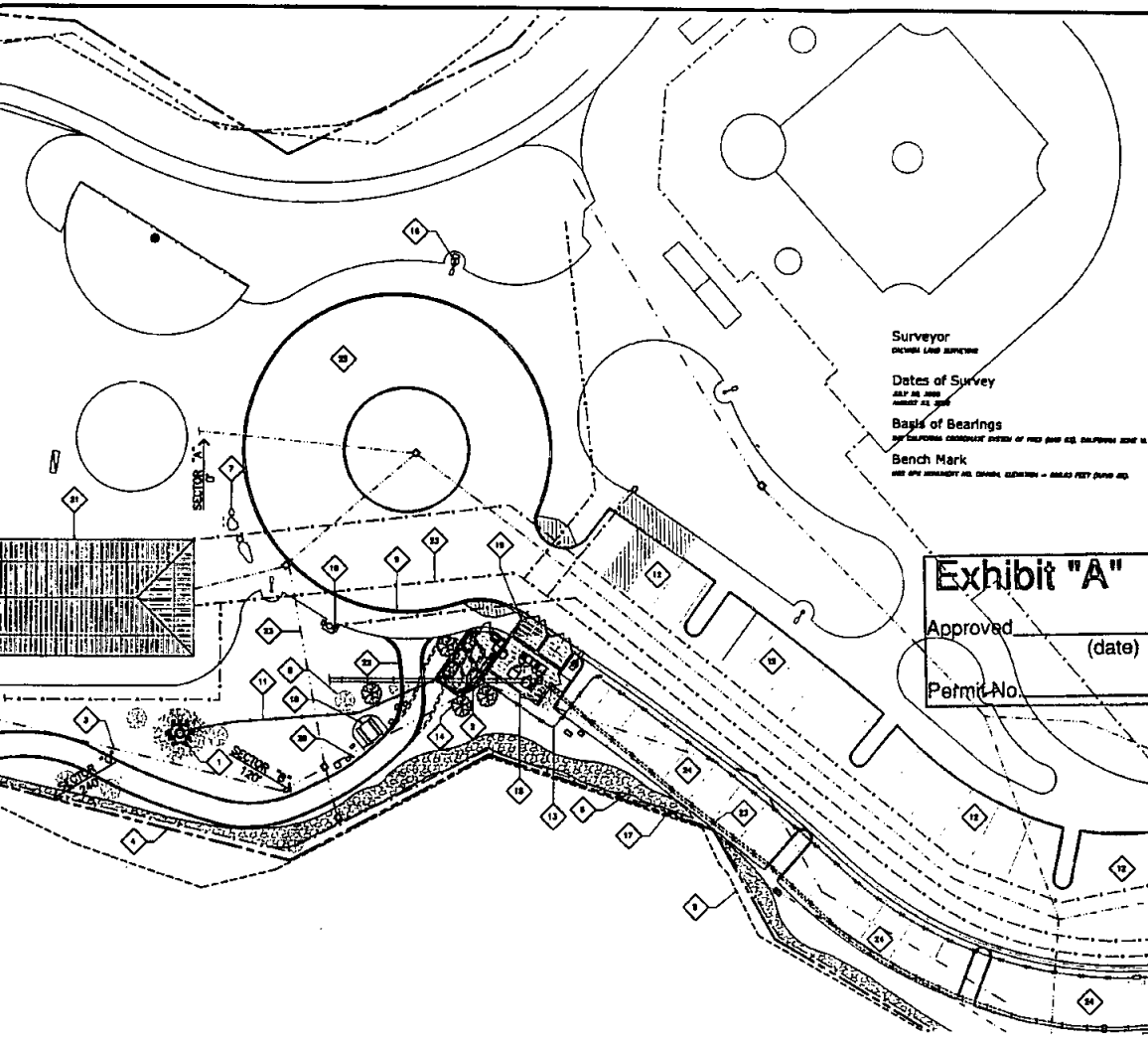
LEGEND:

SHOWN COARSE STONE WALL

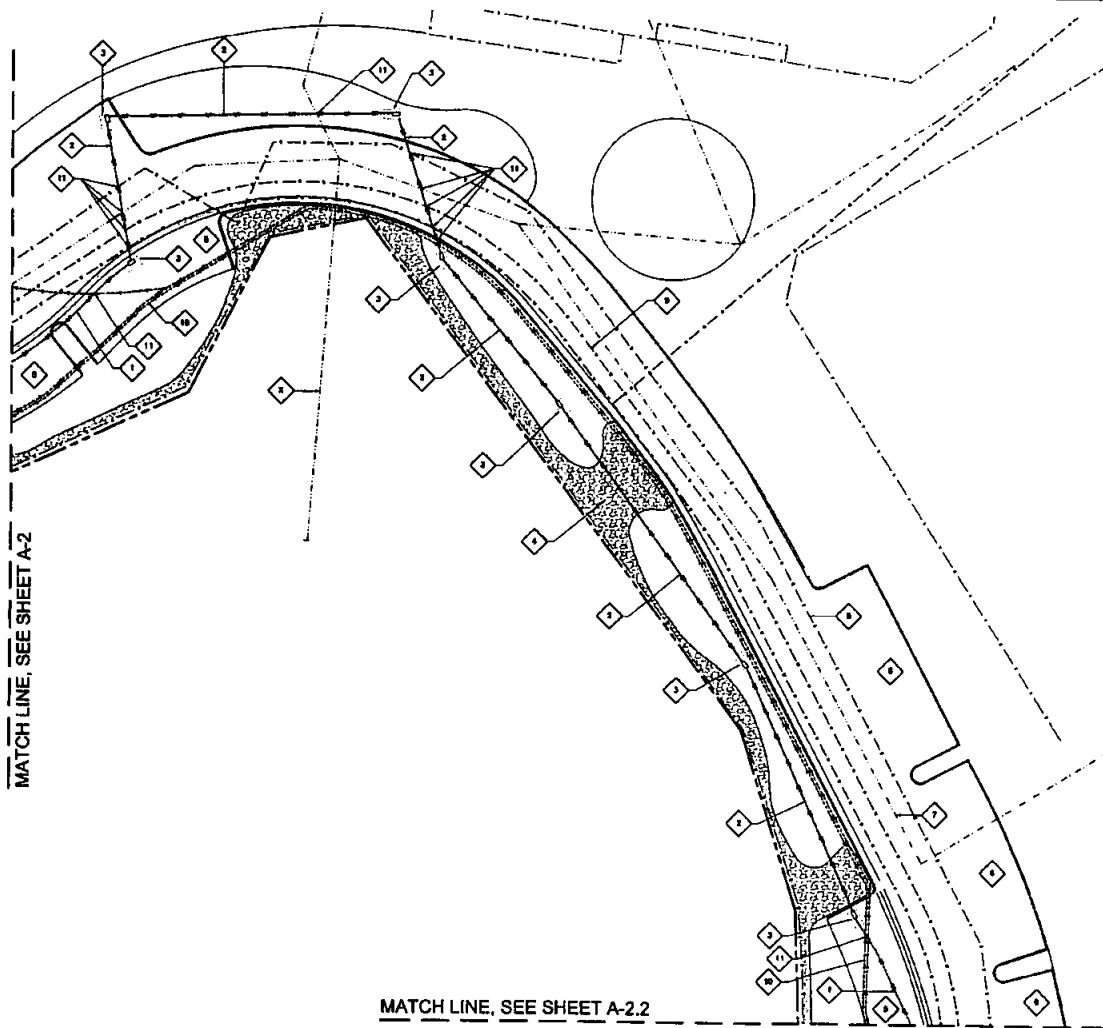
SECTION	ADJACENT	COSE LENGTH	COSE SIZE	COSE ANGLE	COSE
A	10'	10'	10'	10'	10'
B	10'	10'	10'	10'	10'
C	10'	10'	10'	10'	10'

NOTES:

1. ALL MATERIALS TO BE INSTALLED ARE UNAPPROVED. NO (1) FINISHING SPACES WILL BE SURFACED BY THE NEW USE.
2. CONSTRUCTION TO COMPLY WITH ALL LOCAL ORDINANCES, THE APPLICANT SHALL INCORPORATE ANY CONSTRUCTION RULES NECESSARY TO COMPLY WITH CHAPTER 14, ARTICLE 5, DIVISION 1 OF THE SAN DIEGO MUNICIPAL CODE INTO THE CONSTRUCTION PLANS OR SPECIFICATIONS.
3. NO (2) FINISHING SPACE WILL BE USED OR REMOVED BY THIS PROJECT.



ENLARGED SITE PLAN



MATCH LINE, SEE SHEET A-2

MATCH LINE, SEE SHEET A-2.2

- UNDERGROUND UTILITY PLAN KEYNOTES**
- 1. GAS, UNDERGROUND, COGNATE AND POWER, AT STAGE TO EXISTING CONDUIT, (TYP).
 - 2. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 3. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 4. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 5. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 6. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 7. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 8. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 9. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 10. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).
 - 11. GAS, UNDERGROUND, COGNATE FOR POWER AND REED, EXISTING IN EXISTING CONDUIT, (TYP).

Exhibit "A"

Approved 10/22/2010
(date) PRS #
Nup # 601402 / 167236
Permit No.

UNDERGROUND UTILITY PLAN

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

TNDI
TERRACON DEVELOPMENT, INC.
Architectural & Engineering & Construction Services
1111 N. 1st Street, Suite 100, San Diego, CA 92101
Tel: 619-594-1111 Fax: 619-594-1112

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APPROVED FOR

6726 Pacific Center Blvd., 2nd Floor
San Diego, CA 92121-4302

APPROVALS

A/E:

CONSTRUCTION:

PERMIT APPROVAL:

PROJECT NAME
CAMINO RUIZ PARK

PROJECT NUMBER
NS-0822

OWNER
CAMINO RUIZ & GALLS CARRIAGE
SAN DIEGO, CA 92101

OWNER COUNTY
SAN DIEGO COUNTY

ISSUING DATE

12/01/08	REVISED TO (P4)
12/11/08	REVISED TO (P4)
02/12/10	REVISED TO (P4)
02/26/10	REVISED TO (P7)
02/02/10	REVISED TO (P7)
07/02/10	REVISED TO (P4)
08/02/10	REVISED TO (P4)

SHEET TITLE
UNDERGROUND UTILITY PLAN

A-2.1

EET A-2.1

UNDERGROUND

1	CO. STATE OF OHIO
2	CO. STATE OF OHIO
3	CO. STATE OF OHIO
4	CO. STATE OF OHIO
5	CO. STATE OF OHIO
6	CO. STATE OF OHIO
7	CO. STATE OF OHIO
8	CO. STATE OF OHIO
9	CO. STATE OF OHIO
10	CO. STATE OF OHIO
11	CO. STATE OF OHIO
12	CO. STATE OF OHIO
13	CO. STATE OF OHIO

MATCH LINE, SEE SHEET A-2.3

[illegible]

Approved 10/27/2010
(date)
NUP # 60482 PRS # 167236
Permit No. _____

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



R.F. _____
 ZONING _____
 CONSTRUCTION _____
 SITE ACQUISITION _____
 FIRST APPROVAL _____
 OWNER APPROVAL _____

DRAFTED DATES	
12/07/08	REMOVED TO (74)
12/11/08	REMOVED TO (96)
02/23/10	REMOVED TO (96)
03/30/10	REMOVED TO (97)
06/07/10	PRELIM CD (77-81)
07/07/10	REMOVED TO (98)
08/23/10	REMOVED TO (98)

A-2.2

MATCH LINE, SEE SHEET A-2.2

UNDERGROUND UTILITY PLAN KEYNOTES

- 1. (1) AT&T UNDERGROUND CONDUIT FOR FIBER OPTIC CABLES, (2) AT&T UNDERGROUND CONDUIT FOR COAXIAL CABLES, (3) TELECOM WALK AND (4) AT&T WALK SOURCE.
- 2. (1) ELECTRICAL CLOSET AND (2) AT&T POWER.
- 3. (1) OLD METER PERCEVAL.
- 4. (1) SEWER LINE, (TYP).
- 5. (1) WATER LINE, (TYP).
- 6. (1) ELECTRICAL LINE, (TYP).

Exhibit "A"

Approved 10/22/2005 (date)
 NOD# 601002 PCS#
 Permit No. 167236

CALLE CRISTOBAL

CAMINO RUIZ

UNDERGROUND UTILITY PLAN

SCALE: 1/16"=1'-0" 0' 8' 16'

1

TDI
 TETRACOM DEVELOPMENT, INC.
 Architects & Engineers & Telecommunications

1000 S. Bascom Avenue, Suite 100
 San Jose, CA 95128-1000
 (408) 951-1000

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PREPARED FOR
at&t
 Mobility
 1728 Pacific Center Blvd., 3rd Floor
 San Diego, CA 92101-0002

APPROVALS

BY: _____
 DATE: _____
 CONSTRUCTION: _____
 SITE ACQUISITION: _____
 ASSET APPROVAL: _____
 OTHER APPROVAL: _____

PROJECT NAME
CAMINO RUIZ PARK

PROJECT NUMBER
NS-0822
 CAMINO RUIZ & CALLE CRISTOBAL
 SAN DIEGO, CA 92108
 SAN DIEGO COUNTY

DRAWING REVISIONS

12/07/00	REVISED BY (P-1)
12/11/00	REVISED BY (P-1)
02/27/01	REVISED BY (P-1)
02/28/01	REVISED BY (P-1)
03/02/01	REVISED BY (P-1)
03/02/01	REVISED BY (P-1)
03/02/01	REVISED BY (P-1)
03/02/01	REVISED BY (P-1)
03/02/01	REVISED BY (P-1)
03/02/01	REVISED BY (P-1)

SHEET TITLE
UNDERGROUND UTILITY PLAN

A-2.3

1	04 EXISTING DECOMPOSED GRANITE OR NEW GRANITE CURB TO MATCH EX. (2'-4" WIDE) (2' FROM HWY 40 DRIVE).	8	04 CONCRETE STOP.	15	04 RELOCATED IRRIGATION CONTROL VALVE.
2	REMOVE (2) CONCRETE CURB AND DECOMPOSED GRANITE.	9	02 UNDERGROUND UTILITY LINES. SEE SHEET A-1.	16	04 LANDSCAPING. (TYP.) SEE LANDSCAPE PLAN.
3	02 CONCRETE SIDE WALK. (TYP.)	10	04 LAMES OF BRICKS.	17	04 UNDERGROUND CONDUIT FOR CABLE.
4	02 PINK BRICK SET (EXPOSED) DECOMPOSED GRANITE CONCRETE CURB. (TYP.)	11	02 TIE TO BE REMOVED AND REPLACED. SEE SHEET A-1.	18	04 UNDERGROUND CONDUIT FOR POWER AND TELLER.
5	04 CHU BLACK WALL ENCLOSURE.	12	02 BRICKWORK CONCRETE WALLS TO BE RELOCATED AS NECESSARY.		
6	04 LANDSCAPE AREA. (TYP.)				
7	02 CORNICE STONE BRICK. (TYP.)				

NOTES

1. ALL EXHAUSTED MATERIAL NOT BEING RE-USED SHALL BE EXPORTED TO A LEGAL DISPOSAL SITE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREEN BOOK"), 2003 EDITION AND REGIONAL SUPPLEMENT AGREEMENTS ADOPTED BY REGIONAL STANDARDS COMMISSIONS.
2. NOTHING IN THIS DECLARATION - NOTHING HEREIN MAY BE PREVENTED DURING CONSTRUCTION, AND ARE PROVIDED UNDER U.S. AND STATE LAW INCLUDING FEDERAL, MISSOURI PUBLIC TRUST ACT AND IN PARTICULAR, CA LAW-PEST AND GME CODE-SECTION

LEGEND:

448.5340,	EXISTING SPOT ELEVATION
448.5350,	PROPOSED SPOT ELEVATION
.....	SECTION OF HIGHWAY

EXTENDED FAIR-WEIGHT
OUT - 42 CY
PIL - 8 CY
NET - 42 CY (OUT)

Exhibit "A" ~~SECRET~~

Approved 10/27/2010
(date) PCS# 601402

WUP# 1167736

Permit No. 1167736

Surveyor
DESIGN LAND SURVEYING

Dates of Survey
JULY 20, 2001
AUGUST 23, 2001

Basis of Bearings
THE CALIFORNIA COORDINATE SYSTEM OF 1983 AND U.S. CALIFORNIA ZONE 12.

Bench Mark
NEED ONE NEAREST HIS SECTION, ELKHORN - 5664.5 FEET POINT 80.

GRADING PLAN

	SCALE:		1
NORTH	1/4" = 1'-0"	0 2 4'	

TERRACOM DEVELOPMENTS INC.
Authors • Engineers • Telecommunicators

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PREPARED FOR

 **at&t**
Mobility

5736 Pacific Center Blvd., 2nd Floor
San Diego, CA 92121-4322

OPTIONAL

U.S.

11

CONCLUSION

SEE ALSO

NET APPROVAL

1997

PROJECT NAME

CAMINO RUIZ PARK

PROJECT NUMBER
NS-0822

OMARU RUIZ & DALE CHRISTIAN
SAN DIEGO, CA 92129

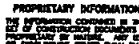
SAN DIEGO COUNTY

12/07/08	REMOVED	20	974
12/11/08	REMOVED	20	975
02/27/10	REMOVED	20	976
03/30/10	REMOVED	20	977
05/07/10	PRELIM	CD	97-81)
07/02/10	REMOVED	20	978
08/23/10	REMOVED	20	979

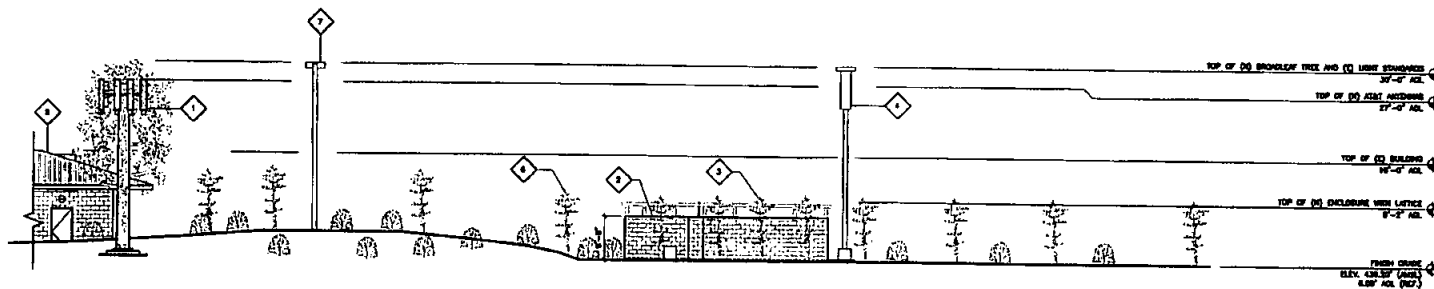
SWEET TITLE

GRADING PLAN

A-3

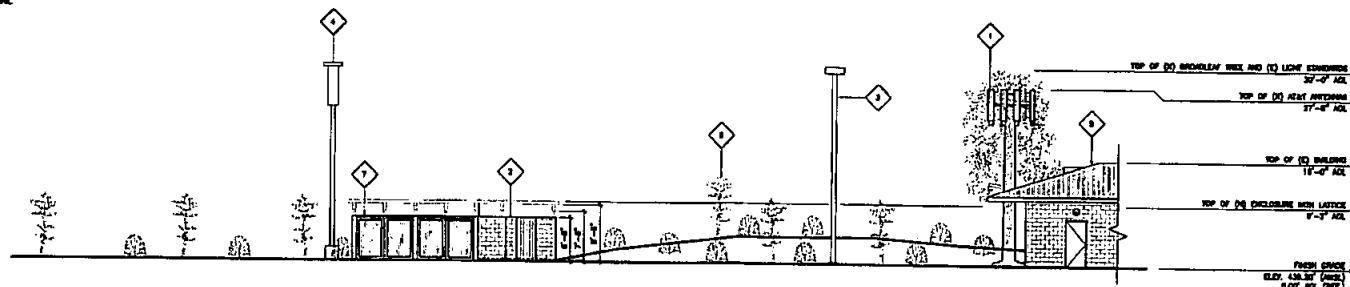
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APPROVALS	
R.F.	_____
CRS	_____
DESIGN	_____
CONSTRUCTION	_____
SITE ACQUISITION	_____
ASST. APPROVAL	_____
DIRECT APPROVAL	_____
PROJECT NAME CAMINO RUIZ PARK	
PROJECT NUMBER NS-0622	
CHARGED BY & CALLS ORIGINATOR SAN DIEGO, CA 92138	
SAN DIEGO COUNTY	
DRAWING DATES	
12/07/98	REVISED TO (P-0)
12/11/98	REVISED TO (P-0)
01/27/00	REVISED TO (P-0)
03/04/00	REVISED TO (P-0)
05/07/00	PERMITS (P-0) - (P-1)
07/07/00	REVISED TO (P-0)
08/23/00	REVISED TO (P-0)
SHEET TITLE	
ELEVATIONS	
A-4	

1. NO STAY AIRWAYS IN THIS SECTION AS THERE ARE FIRE FIGHTERS MOUNTED ON THE EMERGENCY WIND-ROOF.
2. NO TO ROOF CONCRETE CURBLES EXISTING BECAUSE OF ONE BLOCK WALL WITH WALLS AND CHAIR LAMP FENCE TOP.
3. NO UNDERPASS (TYP).
4. FUTURE VEHICULAR AIRWAYS ON LIGHT STANDARDS BY GENERAL.
5. NO BUILDING FROM BLOCK, CORRUGATED METAL ROOF.
6. NO TREE (TYP).
7. NO 30' FROM LIGHT EXPOSURE (TYP).



SCALE:	
1/8" = 1'-0"	0 4' 8'

- 1 DO AT-AT APPROACH TO BUNN SECTION 8 TOTAL WITH PRP
- 2 ROOM MOUNTED ON 100 MANEUVERABLE MOUNT-THE.
- 3 DO AT-AT APPROACH COMBUSTION ENCLOSED STRIP ON CHA
- 4 ROLL BALL WITH TRAILER AND DOWN LOW PRIMER TOP,
- 5 00 30' HIGH LIGHT STANDARD.
- 6 FUTURE WORKON ANSWERS ON LIGHT SCRAWLED BY OTHERS.
- 7 00 BUILDING (JMS BLOCK, COMBUSTION MOUNT ROOF).
- 8 00 THIS (TYP).
- 9 00 TRAILER ENCLOSED.



SCALE:	
$1/8" = 1' - 0"$	0 4' 8'



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OR DISCLOSURE OTHER THAN THAT
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PROCESS IS STRICTLY PROHIBITED



PREPARED FOR

 **at&t**
Mobility

8735 Pacific Center Blvd., 2nd Floor
San Diego, CA 92121-6302

APPENDIX 1

1

2014

CONCLUSIONS

SITE ACQUISITION

NOT APPROVED

OWNER APPROVAL

1

CAMINO RUIZ PARK

PROJECT NUMBER

43-0022
CROSSING RUC & CILE CROTON

Not being covered

DRAWING DATA

12/01/00	PROCESSED	20	021
12/11/00	PROCESSED	20	021
02/02/01	PROCESSED	10	021

13/36/10 REVISED TO 67-
 13/07/10 PENDING CD 67-

08/23/10	RECEIVED	20	915
08/23/10	RECEIVED	20	915

1000

SHOCKY TALK

ELEVATIONS

A-5

GENERAL NOTES:

- DESIGN CRITERIA:
DESIGN CODE: 2007 CALIFORNIA BUILDING CODE (CBC)
S = 1.072 SDG = 0
W = 0.393 WIND SPEED = 85 M.P.H.
F = 1.0 WIND EXPOSURE = B
- ALL MATERIALS AND WORK PERFORMED SHALL CONFORM WITH THE REQUIREMENTS OF THE CODE AND GOVERNING BUILDING ORDINANCES.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES.
- WHERE A SECTION OR TYPICAL DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL LIKE OR SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
- NO CHANGES ARE TO BE MADE TO THESE PLANS WITHOUT THE KNOWLEDGE AND WRITTEN CONSENT OF THIS ENGINEER. UNAUTHORIZED CHANGES RENDER THESE DRAWINGS VOID.
- ANY REFERENCE TO THE WORDS APPROVED, OR APPROVAL IN THESE DOCUMENTS SHALL BE HERE DEFINED TO MEAN GENERAL ACCEPTANCE OR REVIEW AND SHALL NOT RELIEVE THE CONTRACTOR AND/OR HIS SUB-CONTRACTORS OF ANY LIABILITY IN FURNISHING THE REQUIRED MATERIALS OR LABOR SPECIFIED.
- THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES INCLUDING BUT NOT LIMITED TO BRACING & SHORING, OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE ARCHITECT OR ENGINEER SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
- GENERAL CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL GRADES, DIMENSIONS, AND CONDITIONS PRIOR TO BEGINNING AND COMMENCING CONSTRUCTION. ALL DIMENSIONS CONTROLLED BY EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AT THE SITE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
- GENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER AND ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES FOUND WITHIN THE CONTRACT DOCUMENTS, PRIOR TO STARTING WORK.

CONCRETE:

- ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO CHAPTER 18 OF THE CODE AND TO ALL REQUIREMENTS OF ACI 301-05, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS," EXCEPT AS SPECIFIED HEREIN.
- MIX DESIGN REQUIREMENTS:
A. CEMENT SHALL BE TYPE II.
B. COMPRESSIVE STRENGTH = 2,500 PSI
C. CONCRETE SLUMP SHALL NOT EXCEED 5".
- ALL REINFORCING STEEL SHALL BE SECURED IN POSITION AND INSPECTED BY THE BUILDING OFFICIAL PRIOR TO PLACING CONCRETE.

REINFORCING STEEL:

- REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60 UNLESS OTHERWISE NOTED.
- BARS SHALL BE CLEAN OF MUD, OIL, OR OTHER COATINGS LIKELY TO IMPAIR BONDING.
- ALL REINFORCING SHALL BE SECURED IN PLACE PRIOR TO INSPECTIONS, PLACING CONCRETE, OR GROUTING MASONRY.
- REINFORCING STEEL SHALL BE SPLICED AS SHOWN OR NOTED. SPLICES AT OTHER LOCATIONS SHALL BE REVIEWED BY THE STRUCTURAL ENGINEER. ALL VERTICAL WALL REINFORCEMENT SHALL BE CONTINUOUS BETWEEN SPLICE LOCATIONS SHOWN IN THE DETAILS.

FOUNDATION:

DESIGN IS BASED ON TABLE 1804.2.

ALLOWABLE BEARING:

1300 PSF

LATERAL BEARING:

100 PSF

SLIDING RESISTANCE:

130 PSF

MASONRY:

- ALL MASONRY MATERIALS AND CONSTRUCTION SHALL CONFORM TO CHAPTER 21 OF THE CODE AND TO ALL REQUIREMENTS OF "SPECIFICATIONS FOR MASONRY STRUCTURES" (ACI 530.1/ASCE 5-02/1905 502-02) PUBLISHED BY THE AMERICAN CONCRETE INSTITUTE.
- CONCRETE MASONRY UNITS FOR HOLLOW UNIT MASONRY CONSTRUCTION SHALL BE MEDIUM WEIGHT GRADE "N" UNITS CONFORMING WITH ASTM C-90. SEE ARCHITECTURAL FOR TYPE (FINISH), PATTERN, AND JOINT DETAILS. PROVIDE RUNNING BOND U.O.N. CONCRETE MASONRY UNITS SHALL HAVE AN ULTIMATE COMPRESSIVE STRENGTH = 1900 PSI.
- MORTAR SHALL BE FRESHLY PREPARED AND UNIFORMLY MIXED. MORTAR SHALL BE TYPE "M" OR "S" WITH A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 1,800 PSI AT 28 DAYS.
- GROUT SHALL BE PROPORTIONED BY VOLUME AND SHALL HAVE SUFFICIENT WATER ADDED TO PRODUCE CONSISTENCY FOR POURING WITHOUT SEGREGATION. GROUT SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH (F_c) OF 2,000 PSI AT 28 DAYS. PROVIDE CLEAN OUT OPENINGS WHERE GROUT LIFT EXCEEDS 4'-0".
- GROUT ALL CELLS, UNLESS OTHERWISE NOTED.
- ALL REINFORCING STEEL SHALL BE SECURED IN POSITION PRIOR TO GROUTING.
- PROVIDE CONTROL JOINTS AT 48'-0" O.C. MAX.

FRAMING LUMBER:

- ALL USUALLY GRADED FRAMING LUMBER SHALL CONFORM TO THE GRADING RULES SET FORTH BY THE WEST COAST LUMBER INSPECTION BUREAU (WCLIB) OR THE WESTERN WOOD PRODUCTS ASSOCIATION (WWPA). EACH PIECE SHALL BEAR THE GRADE STAMP OF AN APPROVED GRADING AGENCY, EXCEPT EXISTING LUMBER SHALL BEAR NO MARKINGS WHICH WILL BE VISIBLE AFTER INSTALLATION.
- FRAMING LUMBER SHALL BE DOUGLAS FIR-LARCH, UNLESS OTHERWISE NOTED. 2x AND 4x SAWN LUMBER SHALL HAVE A MOISTURE CONTENT NOT MORE THAN 19% AT TIME OF FABRICATION. ALL LUMBER SHALL BE NO. 1.
- STRUCTURAL PLYWOOD SHALL CONFORM TO U.S. PRODUCT STANDARD PS 1-07, STRUCTURAL USE PANELS SHALL CONFORM TO PS 2-04 (APA PRP-108). APA GRADE STAMP SHALL BE PROVIDED ON ALL SHEATHING. SHEATHING SHALL BE EXPOSURE 1 (EXTERIOR GLUE). INSTALL WITH FACE GRAIN ACROSS SUPPORTS EXCEPT WHERE NOTED ON PLANS OR DETAILS. PROVIDE GAPS AT ALL EDGES AS RECOMMENDED BY APA. ROOF AND FLOOR SHEATHING AND SHEAR WALL PANELS SHALL BE IN PLACE AND INSPECTED BY THE BUILDING OFFICIAL PRIOR TO COVERING.
- FRAMING HARDWARE SHALL BE SAMPSON "STRONG TIE" OR EQUAL, UNLESS OTHERWISE NOTED. SUBSTITUTIONS SHALL BEAR ICC APPROVAL.
- NAILING NOTES:
A. ALL NAILS SHALL BE CORONA NAILS IN CONFORMANCE WITH FEDERAL SPECIFICATION FF-N-105B, UNLESS OTHERWISE SPECIFIED ON DRAWINGS. SHOWN SHALL NOT BE SUBSTITUTED UNLESS SPECIFICALLY APPROVED BY THIS ENGINEER.
B. ALL NAILS EXPOSED TO THE WEATHER SHALL BE GALVANIZED.
C. TOE NAILS SHALL BE DRIVEN AT AN ANGLE OF 30 DEGREES TO THE PIECE SURFACE AND BE STARTED AT 1/3 THE LENGTH FROM THE EDGE OF THE PIECE.
D. WOOD SCREWS SHALL BE IN CONFORMANCE WITH A.N.S.I. B18.6.1.
- BOLTS AND LAG SCREWS SHALL CONFORM TO A.N.S.I. B18.2.1. ALL BOLTS THRU WOOD SHALL HAVE STANDARD CUT WASHERS EXCEPT WHERE METAL SIDE PLATES ARE SPECIFIED. BOLT HOLES SHALL BE BORED 1/32" TO 1/16" LARGER THAN THE BOLT DIAMETER, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL INSTALL A SAMPSON BR-5/8-S WITH (4) 505 1/4" x 1 1/2" SCREWS AT ALL HOLES LARGER THAN 1/16" OVERSIZED AT NO ADDITIONAL COST. ALL BOLTS SHALL BE RETIGHTENED PRIOR TO APPLICATION OF PLASTER, PLYWOOD, ETC.
- STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, ETC. UNLESS SPECIFICALLY NOTED OR DETAILED.

ABBREVIATIONS:

AB	- ANCHOR BOLT	MB	- MACHINE BOLT
BLK	- BLOCK	MIN	- MINIMUM
B.N.	- BOUNDARY NAILING	(N)	- NEW
BTM	- BOTTOM	O.C.	- ON CENTER
CL	- CEILING JOIST	OP	- OPPOSITE HAND
CLR	- CLEAR	PLY	- PLYWOOD
CONC	- CONCRETE	REQ'D	- REQUIRED
CONT	- CONTINUOUS	RR	- ROOF RAFTER
DM	- DIMENSION	SHT'G	- SHEATHING
DBL	- DOUBLE	SM	- SIMILAR
DIA	- DIAMETER	SO	- SQUARE
(E)	- EXISTING	STD	- STANDARD
EA	- EACH	STIFF	- STIFFENER
E.N.	- EDGE NAILING	THK	- THICK
EQ	- EQUAL	T.O.	- TOP OF
EQUIP	- EQUIPMENT	TYP	- TYPICAL
FDN	- FOUNDATION	UNO	- UNLESS OTHERWISE NOTED
F.N.	- FIELD NAILING	VERT	- VERTICAL
FTG	- FOOTING		
GLB	- GLU-LAM BEAM		
HD	- HOLD DOWN		
HORIZ	- HORIZONTAL		

SPECIAL INSPECTION REQUIREMENTS:

- THIS SECTION APPLIES TO THE STRUCTURAL PORTIONS OF THE PROJECT REQUIRING SPECIAL INSPECTION. REFER TO SECTION 1704 FOR SPECIAL INSPECTOR'S DUTIES.
- ALL TESTS AND INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT TESTING AND INSPECTION AGENCY EMPLOYED BY THE OWNER OR ARCHITECT AND NOT THE CONTRACTOR PER SECTION 1704.1.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SCHEDULE TO THE TEST AND INSPECTION FIRM TO FACILITATE THE PROPER COORDINATION OF WORK.
- PORTIONS OF WORK REQUIRING SPECIAL INSPECTION:
BOLTING:
A. ADHESIVE AND EXPANSION ANCHORS IN CONCRETE OR MASONRY.
MASONRY:
A. LEVEL 1 SPECIAL INSPECTION IS REQUIRED FOR MASONRY IN ACCORDANCE WITH CODE SECTION 1704.5.2 (TABLE 1704.5.1)

STRUCTURAL OBSERVATION:

- STRUCTURAL OBSERVATION IS NOT REQUIRED BY THIS ENGINEER OR SEC 1709.2 FOR ANY PORTION OF THIS PROJECT.

Exhibit "A"

Approved 10/27/2010 (date)

NUP # 604821 PIS # 10236

Permit No. 10236



PROPRIETARY INFORMATION
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PHONE: 949.481.6000
FAX: 949.481.6005

PREPARED FOR
at&t
Mobility
3720 Pacific Center Blvd., 3rd Floor
San Diego, CA 92121-1282

APPROVALS

BY _____

DATE _____

CONSTRUCTION _____

SITE ACQUISITION _____

AT&T APPROVAL _____

OWNER APPROVAL _____

PROJECT NAME
CAMINO RUIZ PARK

PROJECT NUMBER
NS-0622-02

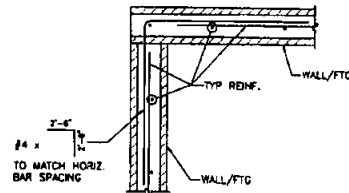
CAMINO RUIZ & CALLE CRISTAL
SAN DIEGO, CA 92128
SAN DIEGO COUNTY

DRAWING DATES

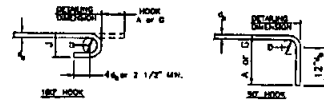
SHEET TITLE
CONSTRUCTION NOTES

S-1

NOTE:
TERMINATE 1" BAR AT
OPENINGS AS SHOWN



10 TYP. FOOTING & CMU CORNER REINFORCEMENT



DND HOOKS - ALL GRADES

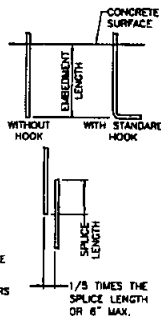
BAR SIZE	FINISHED BEND DIAMETER D, IN.	180° HOOKS		90° HOOKS	
		A or G	J	A or G	J
#3	2 1/4	5"	3"	6"	6"
#4	3	6"	4"	8"	8"
#5	3 3/4	7"	5"	10"	10"
#6	4 1/2	8"	6"	1'-0"	1'-0"
#7	5 1/4	10"	7"	1'-2"	1'-2"
#8	6	11"	8"	1'-4"	1'-4"
#9	9 1/2	1'-3"	11 3/4"	1'-7"	1'-7"
#10	10 3/4	1'-5"	1'-1 1/4"	1'-10"	1'-10"
#11	12	1'-7"	1'-2 3/4"	2'-0"	2'-0"
#14	18 1/4	2'-3"	1'-9 3/4"	2'-7"	2'-7"
#16	24	3'-0"	2'-4 1/2"	3'-5"	3'-5"

11 STANDARD HOOK DIMENSIONS

BAR SCHEDULE

BAR SIZE	EMBEDMENT		SPUCE LENGTH (1)
	WITHOUT HOOK	WITH HOOK	
#3	18"	12"	18"
#4	24"	17"	24"
#5	30"	21"	30"
#6	36"	25"	36"
#7	42"	29"	42"
#8	48"	33"	48"
#9	54"	37"	54"
#10	61"	42"	61"

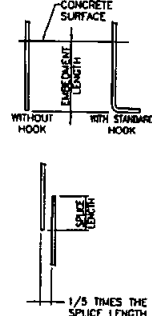
1. WHEN ADJACENT SPLICES ARE SEPARATED BY 3 INCHES OR LESS, THE LAP LENGTH SHALL BE INCREASED BY 1.3 TIMES OR THE SPLICE MAY BE STAGGERED AT LEAST 24 BAR DIAMETERS WITH NO INCREASE IN LAP LENGTH



BAR SCHEDULE

BAR SIZE	EMBEDMENT		SPUCE LENGTH
	WITHOUT HOOK	WITH HOOK	
#3	12"	8"	1'-8"
#4	1'-2"	10"	2'-4"
#5	1'-5"	1'-0"	2'-10"
#6	1'-8"	1'-3"	3'-5"
#7	2'-0"	1'-5"	5'-0"
#8	2'-5"	1'-7"	5'-9"
#9	2'-7"	1'-10"	6'-5"
#10	2'-10"	2'-0"	7'-2"

1. THE ABOVE LENGTHS ARE FOR CAST-IN-PLACE AND PRECAST CONCRETE 2,000 PSI OR GREATER.
2. ALL REINFORCING STEEL LAPS OR SPLICES SHALL BE AS INDICATED ON PLAN. WHERE LAP OR SPLICE LOCATIONS ARE NOT SPECIFICALLY INDICATED, LAPS OR SPLICES SHALL BE STAGGERED AT LEAST 2'-0" o.c.



ROOF FRAMING PLAN

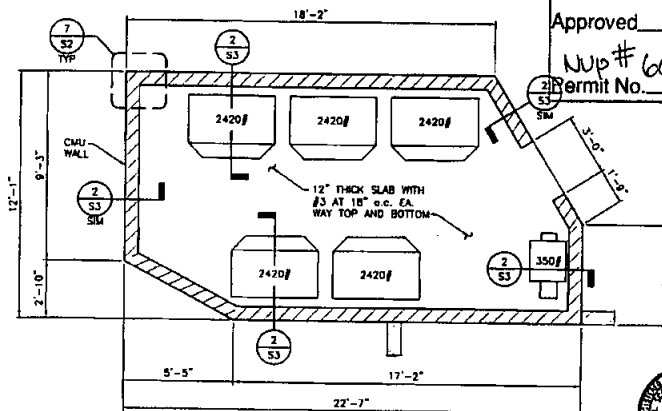


Exhibit "A"
Approved 10/22/20 (date)
NUP # 601482 (Permit No.)
216736

9 FOUNDATION PLAN

INDI
TERRACON DEVELOPMENT, INC.
Architectural & Engineering & Telecommunications

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PROJECT: 16-001 110-0000
PLAN: 16-001-0001

at&t
Mobility
3728 Pacific Center Blvd., 2nd Floor
San Diego, CA 92121-4302

APPROVALS
AT: _____
ENGINEER: _____
CONSTRUCTION: _____
SITE ACQUISITION: _____
GENERAL CONTRACTOR: _____
PROJECT NAME: CAMINO RUIZ PARK
PROJECT NUMBER: NS-0822-02
CADD: RIZ & CALLE CROSTON
SAN DIEGO, CA 92128
SAN DIEGO COUNTY
DRAWING DATE: _____

FOUNDATION PLAN
ROOF FRAMING PLAN
AND DETAILS

S-2

	NOTE: CHAIN LINK LID NOT SHOWN FOR CLARITY PLAN ELEVATION	NOTE: 1. ALL STEEL SHALL BE GALVANIZED 2. ALL LUMBER SHALL BE PRESSURE TREATED																					
10	SKEWED BEAM TO BEAM	7	TRELLIS TO CMU WALL																				
11	NOTE: CHAIN LINK LID NOT SHOWN FOR CLARITY																						
11	BEAM TO BEAM	8	TRELLIS JOIST TO BEAM																				
12	Exhibit "A" Approved <u>10/22/2019</u> (date) NUP# <u>601482</u> / <u>6723</u> Permit No. <u>6723</u>		NOTES: - SUBSTITUTION OF A HILTI KWIK BOLT TZ ANCHOR WITH OTHER EXPANSION ANCHORS MANUFACTURED BY HILTI OR BY OTHER MANUFACTURERS IS NOT ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BEAR THE ENTIRE COST OF REPLACEMENT OF NON-APPROVED ANCHORS. - THE CONTRACTOR SHALL ACCURATELY LOCATE ALL EXISTING REINFORCING BY 8-INCH OR EQUIVALENT METHODS. NO REBAR OR TENDONS SHALL BE CUT. ALL EXPENSES RELATED TO REPAIR OF CUT REBAR OR TENDONS SHALL BE ENTIRELY AT THE EXPENSE OF THE CONTRACTOR. - SPECIAL INSPECTION IS REQUIRED FOR INSTALLATION OF ANCHORS. - INSTALLATION OF CONCRETE ANCHORS IN MASONRY IS NOT ALLOWED. - USE STAINLESS STEEL FOR EXPOSED APPLICATIONS. CARBON STEEL SHALL BE USED FOR INTERIOR APPLICATIONS ONLY. CONCRETE WALL OR SLAB HILTI KB-TZ ANCHOR <table border="1"> <thead> <tr> <th>BOLT DIA.</th> <th>HOLE DIA.</th> <th>EMBEDMENT</th> <th>MIN. THICKNESS</th> </tr> </thead> <tbody> <tr> <td>3/8"</td> <td>3/8"</td> <td>2"</td> <td>3"</td> </tr> <tr> <td>1/2"</td> <td>1/2"</td> <td>3 1/4"</td> <td>4 7/8"</td> </tr> <tr> <td>5/8"</td> <td>5/8"</td> <td>4"</td> <td>6"</td> </tr> <tr> <td>3/4"</td> <td>3/4"</td> <td>4 3/4"</td> <td>7 1/8"</td> </tr> </tbody> </table> (1) INFORMATION SHOWN IN THIS TABLE IS IN ACCORDANCE WITH: SEE REPORT ESR-1017.	BOLT DIA.	HOLE DIA.	EMBEDMENT	MIN. THICKNESS	3/8"	3/8"	2"	3"	1/2"	1/2"	3 1/4"	4 7/8"	5/8"	5/8"	4"	6"	3/4"	3/4"	4 3/4"	7 1/8"
BOLT DIA.	HOLE DIA.	EMBEDMENT	MIN. THICKNESS																				
3/8"	3/8"	2"	3"																				
1/2"	1/2"	3 1/4"	4 7/8"																				
5/8"	5/8"	4"	6"																				
3/4"	3/4"	4 3/4"	7 1/8"																				
12		9	TRELLIS JOIST TO BEAM																				
6		6	HILTI KWIK BOLT TZ EXPANSION ANCHOR																				

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TERRACOM DEVELOPMENT, INC.
Architects & Engineers & Landscape Architects
101 S. LA BODA AVE., SUITE 100, WEST GARDEN CITY, CA 92383
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PREPARED FOR

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Mobility

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San Diego, CA 92161-4202

APPROVALS

AT&T

ENGINEER

CONSTRUCTION

SITE ACQUISITION

AT&T APPROVAL

OWNER APPROVAL

PROJECT NAME
CAMINO RUIZ PARK

PROJECT NUMBER
NS-0822-02

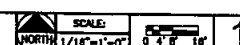
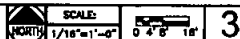
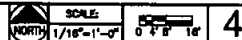
CAMINO RUIZ & CALLE CINTRONA
SAN DIEGO, CA 92128

SAN DIEGO COUNTY

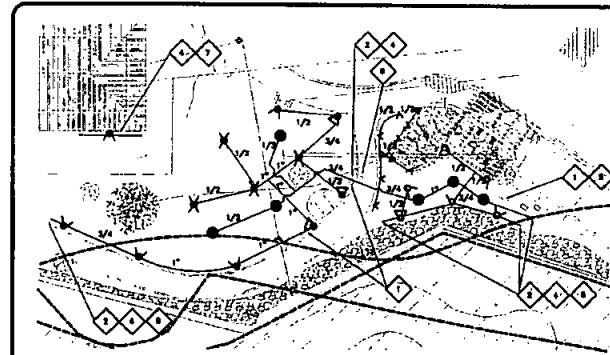
DRAWING DATES

SHEET TITLE
CONSTRUCTION DETAILS

S-3



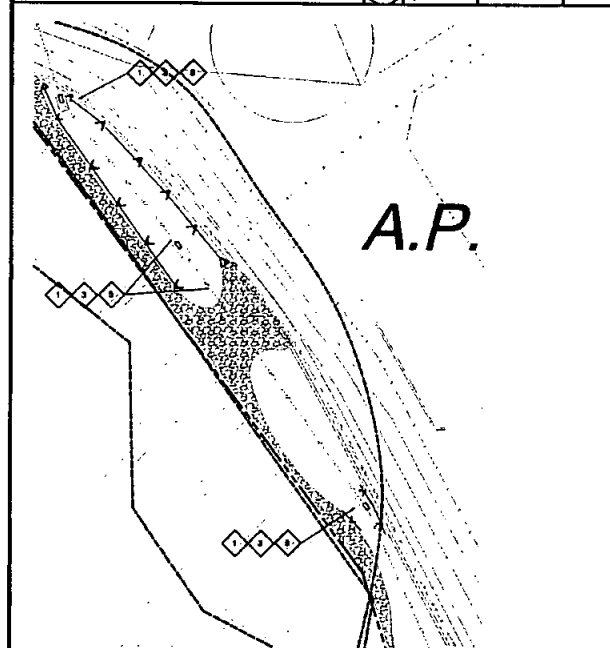
 TERRACON DEVELOPMENT, INC. Architects & Engineers • 11000 Wilshire Blvd. • Suite 1000 • Los Angeles, CA 90024 Tel. 310-276-2624 Fax 310-276-2625	
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APPROVAL	
R.T. _____	
D.M.S. _____	
C.O. _____	
S.T. _____	
A.T. _____	
S.T. _____	
A.T. _____	
S.T. _____	
A.T. _____	
PROJECT NAME CAMINO RUIZ PARK	
PROJECT NUMBER NS-0622	
OWNER NAME & OFFICE ADDRESS SAN DIEGO, CA 92101	
SAN DIEGO COUNTY	
ISSUANCE DATES	
12/10/98	REVISED TO (P-0)
12/11/98	REVISED TO (P-0)
02/27/99	REVISED TO (P-0)
03/24/99	REVISED TO (P-0)
07/27/99	REVISED TO (P-0)
08/27/99	REVISED TO (P-0)
09/27/99	REVISED TO (P-0)
09/27/99	REVISED TO (P-0)
SHEET TITLE UNDERGROUND UTILITY PLAN	
L-1	



EQUIPMENT IRRIGATION PLAN

SCALE: 1/16"=1'-0"
0 5 10 15'

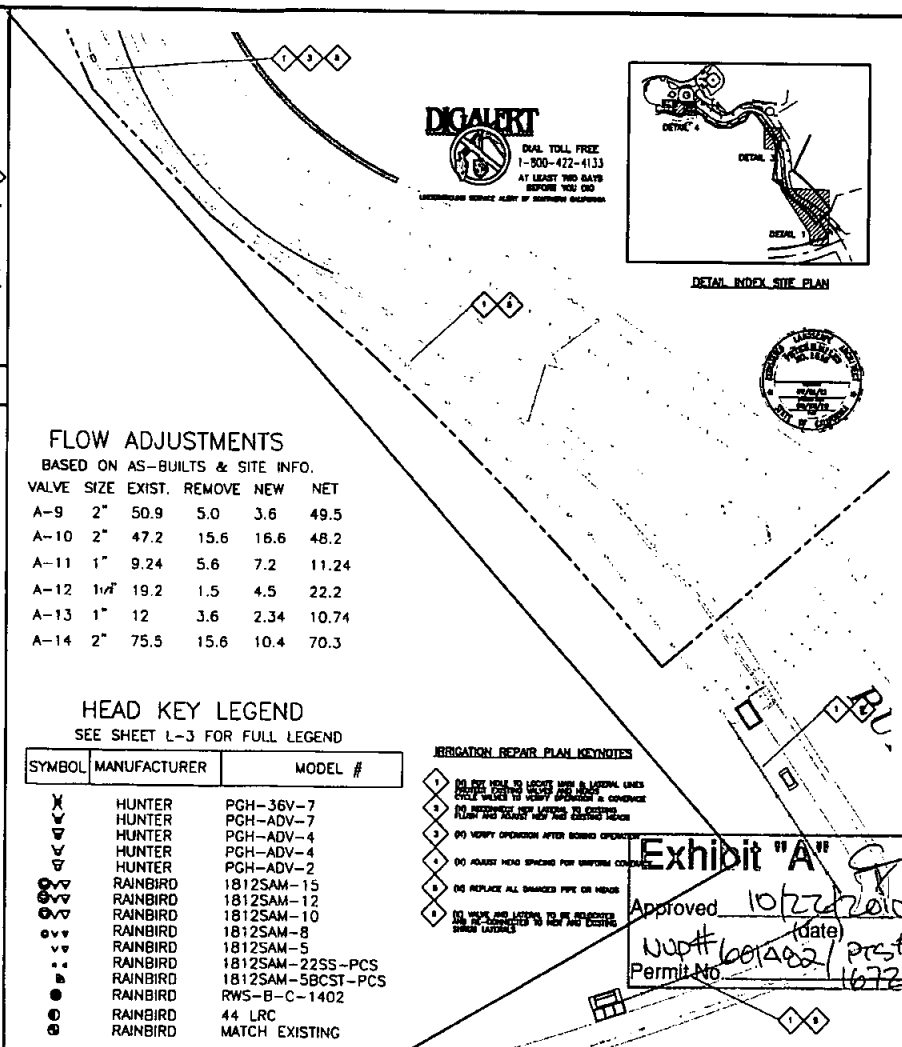
4



BORE PIT IRRIGATION PLAN

SCALE: 1/16"=1'-0"
0 5 10 15'

3



IRRIGATION SHEET NOTES

2

ENTRY IRRIGATION PLAN

SCALE: 1/16"=1'-0"
0 5 10 15'

1

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Landscape & Engineering

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22531 DELAWARE DRIVE
LAKE FOREST, CA 92630
(949) 779-1430

APPROVALS
A/E:
S/DB:
CONSTRUCTION
SITE ACQUISITION
NEXT APPROVAL
OWNER APPROVAL

PROJECT NAME
CAMINO RUIZ PARK
PROJECT NUMBER
NS-0822
CAMINO RUIZ & CHILE CREST/BLVD.
SAN DIEGO, CA 92126
SAN DIEGO COUNTY

REVISIONS SHEET
12/15/10 REVISED BY (P)
12/15/10 REVISED BY (P)
02/22/10 REVISED BY (P)
02/22/10 REVISED BY (P)
02/22/10 REVISED BY (P)
02/22/10 REVISED BY (P)
02/22/10 REVISED BY (P)

SHEET TITLE
IRRIGATION SITE PLAN

L-2

FLOW ADJUSTMENTS

BASED ON AS-BUILTS & SITE INFO.

VALVE	SIZE	EXIST.	REMOVE	NEW	NET
A-9	2"	50.9	5.0	3.6	49.5
A-10	2"	47.2	15.6	16.6	48.2
A-11	1"	9.24	5.6	7.2	11.24
A-12	1 1/4"	19.2	1.5	4.5	22.2
A-13	1"	12	3.6	2.34	10.74
A-14	2"	75.5	15.6	10.4	70.3

HEAD KEY LEGEND

SEE SHEET L-3 FOR FULL LEGEND

SYMBOL	MANUFACTURER	MODEL #
X	HUNTER	PGH-36V-7
V	HUNTER	PGH-ADV-7
V	HUNTER	PGH-ADV-4
V	HUNTER	PGH-ADV-2
V	HUNTER	PGH-ADV-2
○	RAINBIRD	1812SAM-15
○	RAINBIRD	1812SAM-12
○	RAINBIRD	1812SAM-10
○	RAINBIRD	1812SAM-8
○	RAINBIRD	1812SAM-5
○	RAINBIRD	1812SAM-22SS-PCS
○	RAINBIRD	1812SAM-SBCST-PCS
○	RAINBIRD	RWS-B-C-1402
○	RAINBIRD	44 LRC
○	RAINBIRD	MATCH EXISTING

IRRIGATION REPAIR PLAN KEYNOTES

- (1) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.
- (2) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.
- (3) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.
- (4) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.
- (5) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.
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- (7) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.
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- (9) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.
- (10) DO NOT HOLD TO LOCATE MAIN & LATERAL LINES. ONLY HOLD TO LOCATE MAIN & LATERAL LINES.

Exhibit "A"

Approved 10/22/2010 (date)

Permit No. 167226

SUPPLEMENTAL IRRIGATION SPECIFICATIONS

1. GENERAL: ALL MATERIALS AND EQUIPMENT USED IN SPRINKLER IRRIGATION WORK SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS AND OF QUALITY AND PERFORMANCE TO MATCH ORIGINAL INSTALLATION. PRIOR TO INSTALLATION OF ANY IRRIGATION WORK, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL BY THE CITY A LIST OF ALL PROPOSED MATERIALS AND EQUIPMENT. SHOULD THE CONTRACTOR PROPOSE TO USE MATERIAL(S) OR EQUIPMENT OTHER THAN THOSE ON THE PLAN, THE CONTRACTOR SHALL SUBMIT IN WRITING, TO THE CITY, A REQUEST TO DEVIATE FROM THE APPROVED PLANS. SAMPLES OF THE MATERIAL(S) OR EQUIPMENT SHOULD ACCOMPANY THE REQUEST TO ASSIST IN THE EVALUATION OF THE PROPOSED SUBSTITUTIONS. THE BURDEN OF PROOF SHALL BE BORNE BY THE CONTRACTOR.

2. MAIN LINE PIPE CONNECTIONS SHALL BE MADE HORIZONTALLY PER STANDARD DRAWINGS 1-28 AND 1-29.

3. TRENCH MARKER TAPE FOR ALL PRESSURE PIPE SHALL BE REPLACED TO MATCH ORIGINAL IF DISTURBED.

4. SAND ENCASUREMENT FOR PIPES: ALL IRRIGATION PIPE, DIRECT BURIAL CONTROL WIRE AND ELECTRICAL CONDUIT SHALL BE BEDDED IN PLASTER OR MORTAR SAND, AS PER SECTION 200 OF THE GREENBOOK, WITH A MINIMUM SAND EQUIVALENT OF 50.

5. REMOTE CONTROL VALVE BOXES: SHALL BE CONCRETE WITH A CAST IRON LOCKING LID. THE CONTRACTOR SHALL PAINT THE IDENTIFICATION NUMBER OF THE VALVE ON THE LID. THE PAINT SHALL BE WHITE OR YELLOW 100% ACRYLIC EPOXY WATERPROOF PAINT. IN ADDITION, WEATHERPROOF PLASTIC IDENTIFICATION TAGS SHALL BE AFFIXED TO THE COLORED CONDUCTOR IN THE VALVE BOX.

6. VALVE BOX LIDS: THE CONTRACTOR SHALL REWORK THE LOCKING TOGGLES OF THE CONCRETE VALVE BOXES BY REPLACING THE EXISTING CLEVIS PIN AND SHEET METAL CLIP WITH A MARINE-TYPE STAINLESS STEEL MACHINE BOLT AND SELF-LOCKING NUT. APPLY OIL TO LUBRICATE AND PREVENT RUST.

7. DIRECT BURIAL CONTROL WIRES: REPLACE ANY DAMAGED WIRES WITH SOLID COPPER 600 VOLT, TYPE UF, CONFORMING TO THE GREENBOOK. PROVIDE 60-40 SOLDER CONNECTION AND ENCASE IN EPOXY WATERPROOF CONNECTORS. ALL SPLICES SHALL BE IN CONTROL BOX OR SEPARATE SPLICE BOX WITH 2 FEET OF COILED SLACK.

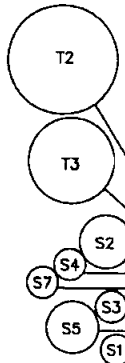
8. TRENCH MARKER TAPE FOR WIRES: ALL DIRECT BURIAL WIRES SHALL BE MARKED WITH A CONTINUOUS THREE INCH WIDE RED COLORED TRENCH MARKER PLASTIC TAPE PLACED 9" BELOW FINISHED GRADE AND DIRECTLY ABOVE THE BURIED WIRES.

9. WIRE TESTING: SHALL BE TESTED FOR CONTINUITY, OPEN CIRCUITS AND UNIDENTIFIED GROUNDS PRIOR TO CONNECTING TO EQUIPMENT. ANY WIRING THAT IS DEFECTIVE SHALL BE REPLACED, AT THE CONTRACTOR'S EXPENSE.

10. GUARANTEE: THE CONTRACTOR'S GUARANTEE SHALL CONSIST OF SECTION 308-7 OF THE GREENBOOK AND THE FOLLOWING:

ALL PARTS OF THE SYSTEM MODIFIED BY THE CONTRACTOR SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF WORK. SHOULD THE CONTRACTOR FAIL DURING THE GUARANTEE PERIOD TO EXPEDITIOUSLY CORRECT A DEFECT UPON WRITTEN NOTIFICATION BY THE CITY, THE CITY SHALL CAUSE THE WORK TO BE CORRECTED AND BILL THE ACTUAL COST INCURRED TO THE CONTRACTOR. DEFECT CORRECTIONS SHALL INCLUDE THE COMPLETE RESTORATION OF EXISTING IMPROVEMENTS THAT WERE DAMAGED AS A RESULT OF THE DEFECT.

11. AS-BUILT IRRIGATION PLANS: A REDUCED COPY OF THE APPROVED AS-BUILT IRRIGATION PLANS(S), COLOR CODED BY STATIONS AND LAMINATED IN PLASTIC, SHALL BE MOUNTED IN THE CONTROLLER AT TIME OF FINAL ACCEPTANCE. NOTE THAT EXISTING AS-BUILTS DO NOT REFLECT CURRENT CONDITIONS



NOTE: PLANT SYMBOLS MATCH VERSION PLANS FOR COORDINATION

Exhibit "A"

Approved 10/22/2010
NUP# 604821 PCS# 67236
Permit No. _____

PLANT MATERIAL LEGEND

BOTANICAL NAME	COMMON NAME	QTY	SIZE	FORM/FUNCTION	NATURE HEIGHT/WIDTH IN EXISTING CONDITIONS
QUERCUS ENGELMANN	LIVE OAK	3	34" BOX	REQUESTED LARGE STANDARD EVERGREEN NATIVE TREE	
QUERCUS ENGELMANN	LIVE OAK	6	24" BOX	REQUESTED LARGE STANDARD EVERGREEN NATIVE TREE	
RAVIA INTERPOLATA	LEMONADE BERRY	34	5 GAL	LARGE FULL UPRIGHT SHRUB	
ARTESIA CALIFORNICA	COAST SAGE BRUSH	48	5 GAL	MEDIUM FULL UPRIGHT SHRUB	
FRAXINUS OREGON	REDBERRY BUCKTHORN	51	5 GAL	LOW SPREADING SHRUB TO MATCH EXISTING	
DICELIA CALIFORNICA	COAST SUNFLOWER	45	5 GAL	MEDIUM FULL UPRIGHT SHRUB TO MATCH EXISTING	
SALVIA AFFINA	WHITE SAGE	37	5 GAL	MEDIUM FULL UPRIGHT SHRUB TO MATCH EXISTING	
HEXELLA PALMORA	PURPLE HAZELDRONES	57	1 GAL	SMALL FULL UPRIGHT DRAGE	

NOTE: RESTORE FRESH GRADE TO MATCH ORIGINAL AND TOP DRESS WITH 3" SINGLE GRIND BURN MULCH.

NOTE: SEE CITY OF SAN DIEGO STANDARD DRAWINGS FOR PLANTING DETAILS AND SPECIFICATIONS

FULL IRRIGATION PERFORMANCE LEGEND

SYMBOL	MANUFACTURER	MODEL #	DESCRIPTION	GALLONS PER MIN.		RAD.	P.S.I.
				FULL	HALF QTR.		
X	HUNTER	PGH-36V-7	12" POP-UP ROTOR	2.60	-	30	30
∇	HUNTER	PGH-ADV-7	12" POP-UP ROTOR	-	2.60	30	30
∇	HUNTER	PGH-ADV-4	12" POP-UP ROTOR	-	1.20	30	30
∇	HUNTER	PGH-ADV-4	12" POP-UP ROTOR	-	1.20	30	30
∇	HUNTER	PGH-ADV-2	12" POP-UP ROTOR	-	0.70	20	30
○	RAINBIRD	1812SAM-22SS	12" POP-UP STREAM SPRAY	-	1.61 0.81	20	30
○	RAINBIRD	1812SAM-15	12" POP-UP SHRUB SPRAY	3.70	1.85 0.93	15	30
○	RAINBIRD	1812SAM-12	12" POP-UP SHRUB SPRAY	2.60	1.30 0.65	12	30
○	RAINBIRD	1812SAM-10	12" POP-UP SHRUB SPRAY	1.57	0.79 0.39	10	30
○	RAINBIRD	1812SAM-8	12" POP-UP SHRUB SPRAY	1.04	0.52 0.26	8	30
○	RAINBIRD	1812SAM-5	12" POP-UP SHRUB SPRAY	-	0.20 0.10	5	30
○	RAINBIRD	1812SAM-22SS-PCS	12" POP-UP STREAM BUBBLER	-	0.30 0.20	2	30
○	RAINBIRD	1812SAM-5BCST-PCS	12" POP-UP STRIP BUBBLER	-	0.30	3	30
○	RAINBIRD	RWS-B-C-1402	4" ROOT WATERING SERIES	0.5	-	-	30
○	RAINBIRD	44 LRC	1" QUICK COUPLING VALVE, W/LOCKING VINYL COVER.				
○	RAINBIRD	MATCH EXISTING	ELECTRIC SOLENOID VALVE, SIZE NOTED.				
			SEE DETAIL FOR LAYOUT & BOX				
			MINIMUM DEPTH OF 15" BELOW FINISHED GRADE				

NOTE: SEE CITY OF SAN DIEGO STANDARD DRAWINGS (AEC 1231063) FOR IRRIGATION DETAILS.

SITE SPECIFIC NOTES AND LEGENDS

1



DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT BY BUREAU OF SANITATION



TERMINAL DEVELOPMENT, INC.
10000 N. 100th Ave., Suite 100
Tulsa, OK 74133
(918) 438-1111

PROPRIETARY INFORMATION
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PREPARED FOR
at&t
Mobility
5720 Pacific Center Blvd., 3rd Floor
San Diego, CA 92121-4025

PETER BERGAMONTI, LICENSED
LANDSCAPE ARCHITECT
28801 BALDWIN DRIVE
LAKE FOREST, CA 92530
(949) 770-1438

APPROVAL

BY:

DATE:

CONSTRUCTION

DATE ACCEPTANCE

FINAL APPROVAL

CHECK APPROVAL

PROJECT NAME

CAMINO RUIZ PARK

PROJECT NUMBER

MS-0822

CAMINO RUIZ & GALLE CANYON

SAN DIEGO COUNTY

DRAWING DATE

12/17/09 REVISED TO (P4)

12/17/09 REVISED TO (P4)

12/17/09 REVISED TO (P4)

12/17/09 REVISED TO (P4)

12/17/09 REVISED TO (P4)

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12/17/09 REVISED TO (P4)

12/17/09 REVISED TO (P4)

Legal Description

[illegible][illegible]

202-692-0000 202-692-0011 & 202-692-37

IN EXCHANGE FOR THE FLUORO OF BRASSAGE FACILITIES TOGETHER WITH THE RIGHT OF
INVESTMENT AND CONSTRUCTION, THE 4, 1962, AGREEMENT NO. 10-11111 OF
OFFICIAL, RECORDING, (NOT PLACED, DOES NOT AFFECT PROPERTY)

TO BE RETURNED TO THE

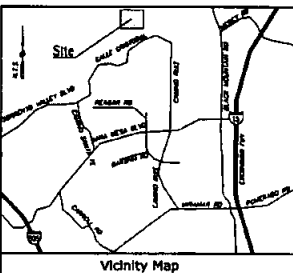
TO BE RETURNED TO THE

THE JOURNAL

JUL 22 1970
JUL 22 1970

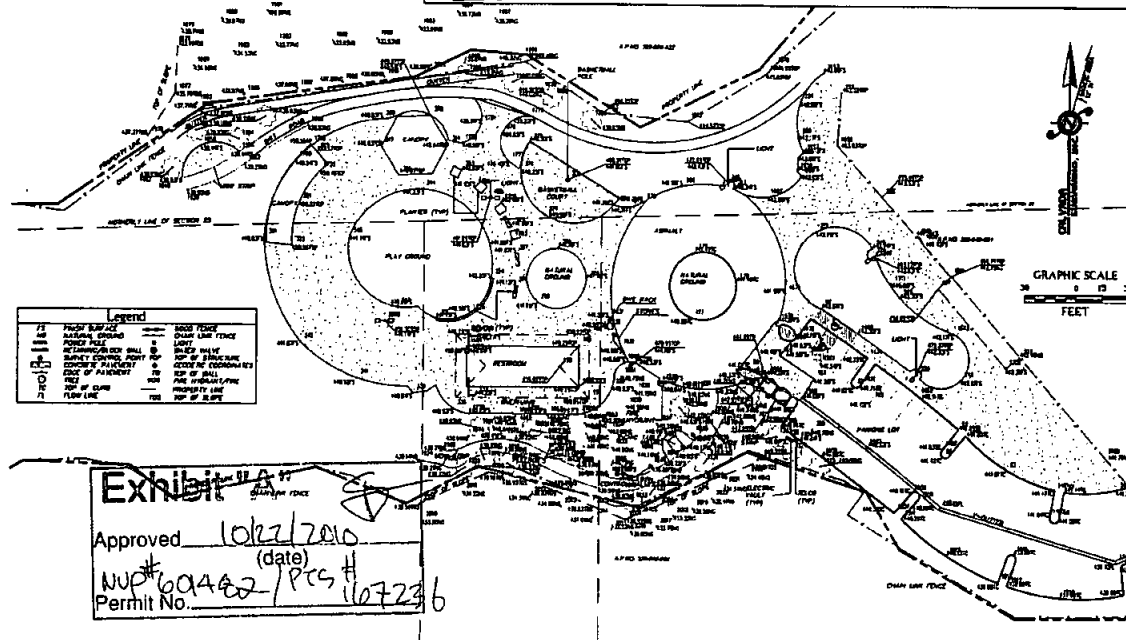
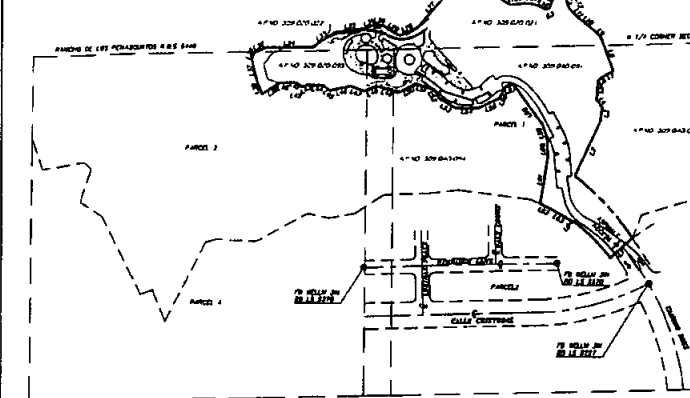
THE CALIFORNIA COUNCIL ON THE STATE OF 1961 AND ALL CALIFORNIA STATE 16

NET CPE MONUMENT NO. 204004, ELEVATION = 206.53 FEET (648.19 M).



LINE TABLE			LINE TABLE		
LINE	BEAMNO	LENGTH	LINE	BEAMNO	LENGTH
1	MS000000	116.00	101	MS000000	104.00
2	MS000000	116.00	102	MS000000	104.00
3	MS000000	116.00	103	MS000000	104.00
4	MS000000	116.00	104	MS000000	104.00
5	MS000000	116.00	105	MS000000	104.00
6	MS000000	116.00	106	MS000000	104.00
7	MS000000	116.00	107	MS000000	104.00
8	MS000000	116.00	108	MS000000	104.00
9	MS000000	116.00	109	MS000000	104.00
10	MS000000	116.00	110	MS000000	104.00
11	MS000000	116.00	111	MS000000	104.00
12	MS000000	116.00	112	MS000000	104.00
13	MS000000	116.00	113	MS000000	104.00
14	MS000000	116.00	114	MS000000	104.00
15	MS000000	116.00	115	MS000000	104.00
16	MS000000	116.00	116	MS000000	104.00
17	MS000000	116.00	117	MS000000	104.00
18	MS000000	116.00	118	MS000000	104.00
19	MS000000	116.00	119	MS000000	104.00
20	MS000000	116.00	120	MS000000	104.00
21	MS000000	116.00	121	MS000000	104.00
22	MS000000	116.00	122	MS000000	104.00
23	MS000000	116.00	123	MS000000	104.00
24	MS000000	116.00	124	MS000000	104.00
25	MS000000	116.00	125	MS000000	104.00
26	MS000000	116.00	126	MS000000	104.00
27	MS000000	116.00	127	MS000000	104.00
28	MS000000	116.00	128	MS000000	104.00
29	MS000000	116.00	129	MS000000	104.00
30	MS000000	116.00	130	MS000000	104.00
31	MS000000	116.00	131	MS000000	104.00
32	MS000000	116.00	132	MS000000	104.00
33	MS000000	116.00	133	MS000000	104.00
34	MS000000	116.00	134	MS000000	104.00
35	MS000000	116.00	135	MS000000	104.00
36	MS000000	116.00	136	MS000000	104.00
37	MS000000	116.00	137	MS000000	104.00
38	MS000000	116.00	138	MS000000	104.00
39	MS000000	116.00	139	MS000000	104.00
40	MS000000	116.00	140	MS000000	104.00
41	MS000000	116.00	141	MS000000	104.00
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53	MS000000	116.00	153	MS000000	104.00
54	MS000000	116.00	154	MS000000	104.00
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56	MS000000	116.00	156	MS000000	104.00
57	MS000000	116.00	157	MS000000	104.00
58	MS000000	116.00	158	MS000000	104.00
59	MS000000	116.00	159	MS000000	104.00
60	MS000000	116.00	160	MS000000	104.00
61	MS000000	116.00	161	MS000000	104.00

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	518.00'	113.80°	105.85'
C2	1032.00'	173.83°	320.07'
C3	18.54'	107.16°	30.87'

 $\Gamma = 200$ [illegible]

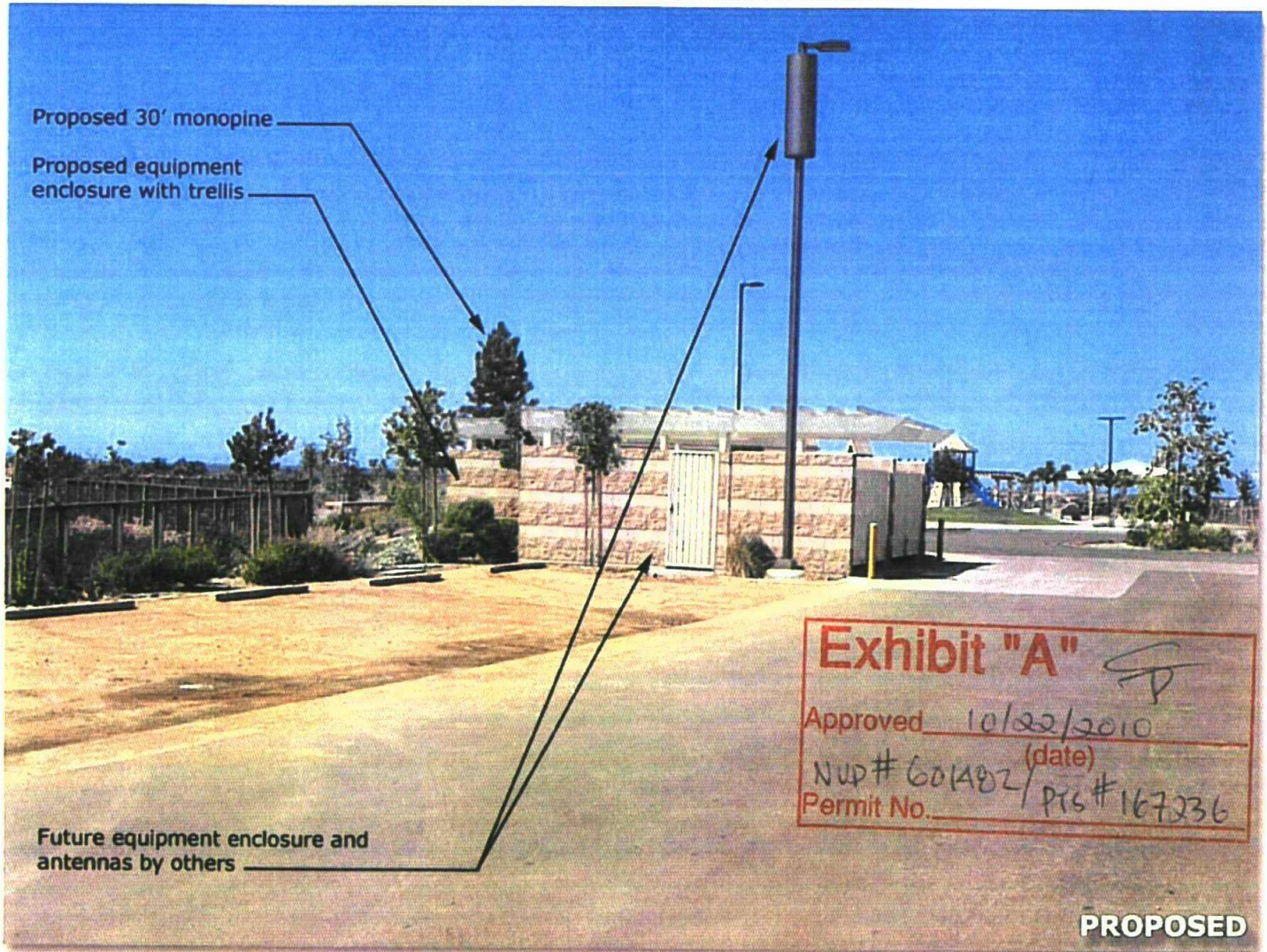
EXISTING



NS-0622
Camino Ruiz Park
San Diego, CA 92126



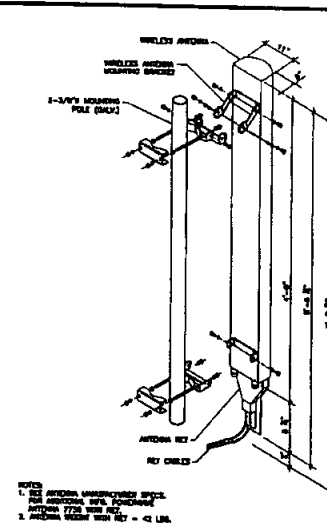
ORIGINAL



Photosimulation of proposed telecommunications site

Exhibit C

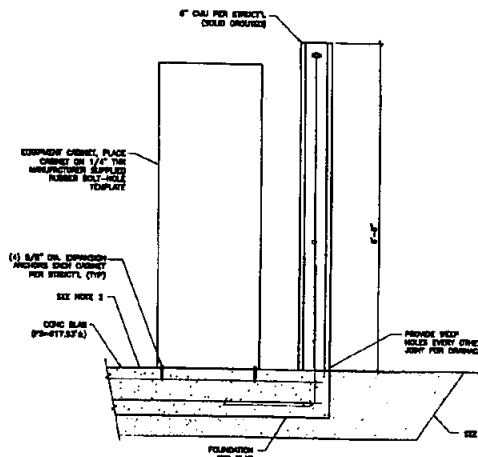
Equipment at the Site



SCALE:
1/4"=1'-

ANTENNA MOUNT DETAIL

SCALE

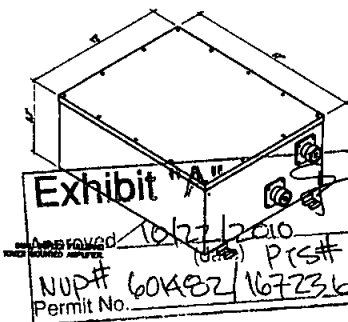


SCALE:	8
MOSE	

SCALE:
NONE

TMA DETAIL

SCALE:

**TMA DETAIL**

SCALE:

 TERNUM DEVELOPMENT INC. Accredited by Department of Transportation	
PROPRIETARY INFORMATION The information contained in this document is the property of TERNUM DEVELOPMENT INC. and is to be used for the purpose of the project only. Any use of this information for any other purpose without the written consent of TERNUM DEVELOPMENT INC. is strictly prohibited.	
	
PREPARED FOR 	
8728 Pacific Center Blvd., 2nd Floor San Diego, CA 92121-4232	
APPROVALS	
S.F. _____	
DESIGN _____	
CONSTRUCTION _____	
SITE ACQUISITION _____	
BEST APPROVAL _____	
OWNER APPROVAL _____	
PROJECT NAME CASINO RUIZ PARK	
PROJECT NUMBER NS-0822	
CASINO RUIZ & CALLE CRESTON, SAN DIEGO, CA 92128	
SAN DIEGO COUNTY	
SCHEDULE DATES	
12/07/78	REVISED TO (P-4)
01/11/79	REVISED TO (P-6)
02/17/79	REVISED TO (P-6)
03/28/79	REVISED TO (P-7)
04/07/79	FINAL (P-8) (P-9-1)
07/07/79	REVISED TO (P-9)
01/22/79	REVISED TO (P-9)
SHEET TITLE DETAILS	
A-6	

Exhibit C

Equipment at the Site

Exhibit D

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:

APN#
Site #

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 _____
 (“*LESSEE’S name and state of incorporation*”) (“LESSEE”), with an office at _____, 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 _____ (____) 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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:
JAN I. GOLDSMITH, CITY ATTORNEY

By: _____

Name: _____

Title: _____

Exhibit E

Interference Protection Requirements

- a. Interference. Prior to the Effective Date or at anytime 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, in CITY'S sole discretion, 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 F

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 G

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) 832-6662**.

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 H

Water Department Site Security Procedures

1. PURPOSE

To establish procedures that will be used to provide access to Water Department facilities for all telecommunication service providers.

2. AUTHORITY

2.1 Deputy Director, Water Operations Division

2.2 Real Estate Asset Department Lease Agreement for each specific property

3. DEFINITIONS

Access: the right, possibility, or means to entering or approach a place.

SCADA: Supervisory Control and Data Acquisition of the water distribution system through the use of sensors, telemetry, a staffed command center, and records storage.

SWIM: Sewer-Water-Infrastructure-Management; a computerized maintenance management system.

4. POLICY

Procedures listed below will be used to provide access to Water Department facilities for all telecommunication service providers.

Specific contract lease agreements with the telecommunication service providers may contain different requirements and restrictions regarding access to Water Department facilities. If the requirements within an existing agreement conflicts with the requirements herein, then the requirements within the lease agreement shall take precedence.

Non-emergency and emergency procedures are listed below and will be used.

5. RESPONSIBILITIES

5.1 System Operations, Water Operations Division

a. The Operations District Manager is responsible to provide direction and instruction to SCADA operators in order to ensure performance of the access procedure written below.

- b. The Reservoir/Plant/Pump Maintenance District Manager is responsible to provide direction and instruction to the Planner/Scheduler, and to field crews, in order to ensure performance of the access procedure written below.

5.2 Water Operations Division Employees

- a. Employees of the water operations division shall forward requests for access to SCADA, according to the procedure below.

5.3 Real Estate Asset Department

- a. Employees of the Real Estate Asset Department shall forward requests for access to SCADA, according to the procedure below.

6. PROCEDURE

6.1 Non-Emergency Access Procedure

- a. Telecommunication service providers will be required to call the SCADA Operator at (619) 527-7604 or (619) 527-7630 at least two (2) days in advance to schedule their required access. At the time of the request, the provider will give the SCADA Operator the following: 1) Location for access; 2) Date and start time; 3) Expected duration of access; 4) List of names of those employees who will be working at the site; and 5) Contact name and phone number to confirm information or reschedule access. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached).
- b. The SCADA Operator will route the Telecom Service Provider Access Form via e-mail or fax, to the System Operations Planner/Scheduler. For after hours access the SCADA Operator will schedule the stand-by crew using the procedures 6.2a and 6.2b below.
- c. The Planner/Scheduler will issue a SWIM service request (SR) to assign a crew to escort and supervise the access. The Planner/Scheduler will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility. The Planner/Scheduler has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).
- d. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.
- e. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.

6.2 Emergency Access Procedure:

- a. Telecommunication service providers will be required to call the SCADA Operator, at (619) 527-7604 or (619) 527-7630, to request emergency access. At the time of the request, the provider will give the SCADA Operator the information as required in 6.1a above. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached). The SCADA Operator has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).
- b. The SCADA Operator will contact the Planner/Scheduler during normal working hours or dispatch a stand-by crew during non-normal working hours. During non-normal hours, the SCADA Operator will issue a SWIM service request (SR) to assign the stand-by crew to allow entry and to supervise the visitors. The SCADA Operator will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility.
- c. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.
- d. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.



Telecom Service Provider Access Form

Telecom Service Provider:		Date:	
Access Location:	Access Date:	Access Time:	
Contact Name:		Expected Duration:	
Contact Phone Number:	Was Contact Verified: yes / no	Initials:	

Employee Name:	Company:	ID Verified:

.....

To Be Completed By Attending Crew

Access Date:	Start Time:	End Time:
Comments:		

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: AT&T Mobility

Contact Name: Kevin McGee

Company Address: 5768 Pacific Center Blvd., 2nd Floor

Contact Phone: 858-824-9776

San Diego, CA 92121

Contact Email: KM4510@att.com

CONTRACT INFORMATION

Contract Title: Telecommunications Lease

Start Date: 02/01/11

Contract Number (if no number, state location): 11498 Camino Ruiz Road, San Diego, CA

End Date: 01/31/21

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

- Offer equal benefits to employees with spouses and employees with domestic partners in accordance with the EBO.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation; employee assistance programs; credit union; or any other benefit.
 - If a contractor does not offer a benefit to an employee with a spouse, that same benefit is not required to be offered to an employee with a domestic partner.
- Post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Allow City access to records, when requested, to confirm compliance with EBO requirements.
- Submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

A. ☒ I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- ☒ Provides identical benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.

B. ☐ I am not now in compliance, but request approval of **provisional compliance** with the EBO (*contractor must select one*):

- ☐ Until my firm completes administrative steps to implement compliance (3 month maximum).
- ☐ Until effective date of my firm's first open enrollment period (1 year maximum).
- ☐ Until expiration of current collective bargaining agreement(s) with my firm.

C. ☐ I request approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm (*contractor must select all*):

- ☐ Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
- ☐ Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
- ☐ Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Kevin McGee/ Area Manager

Name/Title of Signatory

Signature

1/25/11
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:

EBO Analyst:

☐ Approved

☐ Not Approved – Reason:

Prepared by & When
Recorded Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

APN(s): 309-040-91 & 93
309-020-21

(Space Above This Line For Recorder's Use Only)

Re: Market: Southern California
Cell Site Number: NS0622
Cell Site Name: Camino Ruiz Park
FA Number: 10105310
Address: 11498 Camino Ruiz, San Diego, California 92126
County: San Diego

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of February 1, 2011 (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, California 92101-4155, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("LESSEE"), with an office at 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") dated February 1, 2011, 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 February 1, 2011.
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.

[Signatures Appear on Next Page]

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

CITY:

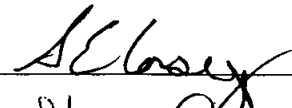
THE CITY OF SAN DIEGO, a
California municipal corporation

By: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets
Date: 1/19/11

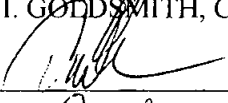
LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Name: Steve Casey
Title: AVP
Date: 1/13/11

APPROVED AS TO FORM AND LEGALITY:
JAN I. GODDSMITH, CITY ATTORNEY

By: 
Name: David L. Herman
Title: Deputy City Attorney
Date: 1/25/2011

CITY ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On January 19, 2011 before me, TERESA Dolores Morse, the undersigned, a Notary Public in and for said State, personally appeared

James F. Banwick, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

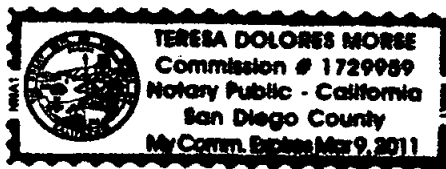
WITNESS my hand and official seal.

Signature

Name

TERESA Dolores Morse

(typed or printed)



(Seal)

TENANT ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On 1/13/11 before me, Krystal D. Cavataio, Notary Public, the undersigned, a Notary Public in and for said State, personally appeared

Steve E. Casey, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name

Krystal D. Cavataio

(typed or printed)



(Seal)

Exhibit A

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

Parcel A:

Parcel 3 of Parcel Map No. 14629, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 14629, filed in the office of the County Recorder of San Diego County, January 15, 1987.

Excepting therefrom that portion lying with the land as described in deed to the City of San Diego, a municipal corporation recorded July 28, 1995 as File/Page No. 1995-0323382 of Official Records.

Parcel B:

Parcel 1 of Parcel Map No. 14629, in the City of San Diego, County of San Diego, State of California, according to the map thereof No. 14629, filed in the office of the County Recorder of San Diego County, January 15, 1987.

Excepting therefrom that portion lying with the lands as described in deed to the City of San Diego, a municipal corporation recorded July 28, 1995 as File/Page No. 1995-0323382 of Official Records.

Parcel C:

That portion of Rancho Los Penasquitos, in the City of San Diego, County of San Diego, State of California, according to the map thereof 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, described as follows:

Commencing at the Northwest corner of Parcel 3 of Parcel Map No. 14629, in the City and County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, January 15, 1987; Thence along the Northerly line of said Parcel 3 North 88°26'22" East, 705.00 feet to the True Point of Beginning;

Thence leaving said Northerly line of Parcel 3 and along the following courses per deed recorded February 1, 1980 as File/Page No. 80-055289 of Official Records, North 16°12'29" East 142.60 feet (North 16°12'30" East 142.60 feet per deed); Thence, South 88°42'34" East 355.89 feet (South 88°42'34" East 355.98 feet per deed);

Thence North 67°15'17" (East 563.89 feet (North 67°15'18" East 563.85 feet per deed);
Thence, South 89°39'30" West 335.01 feet (South 89°39'29" East 335.01 feet per deed);
Thence, North 33°33'08" East 167.22 feet (North 30°33'09" West 167.22 feet per deed);
Thence, South 68°35'14" East 273.91 feet (South 68°35'13" East 273.91 feet per deed);
Thence, South 39°58'25" West 217.17 feet (South 39°58'26" West 217.92 feet per deed);
Thence, South 45°19'37" East 252.54 feet (North 45°19'36" West 252.54 feet per deed), to a

point on the Northerly line of Parcel 1 of said Parcel Map No. 14629, said point lying 237.50 feet West of the Northeast corner of said Parcel 1, along a bearing of South 88°26'22" West (South 88°26'23" West per deed);

Thence continuing along said Northerly line South 88°26'22" West 1,630.01 feet to the True Point of Beginning.

Excepting therefrom that portion lying with the land as described in deed to the City of San Diego, a municipal corporation recorded July 28, 1995 as File/Page No. 1995-0323382 of Official Records.

CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("PERMITTEE"), to be effective (the "Effective Date") upon execution by the parties and approval by the San Diego City Attorney, as follows:

RECITALS

- A. CITY is the owner of real property located at 11498 Camino Ruiz Road, San Diego, California 92126 (the "Property"), and commonly known as Camino Ruiz Park.
- B. PERMITTEE has submitted an application to CITY to install a telecommunication facility on the Property.
- C. PERMITTEE would like to conduct soils testing on the Property at the location of a proposed equipment shelter.
- D. Under the terms and conditions of this Permit, CITY will grant PERMITTEE a right of entry to a portion of the Property necessary to conduct soils testing.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Right to Enter. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents and contractors to enter upon that portion of the Property specifically set forth in the attached EXHIBIT A (the "Permit Area").
- 2. Revocable License. This Permit is not a lease. It is a non-exclusive license to use CITY property, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S revocation or termination of this Permit. CITY may at all times enter upon the Permit Area.
- 3. Term. The term of this Permit ("Term") shall be one (1) month, commencing on the Effective Date.
- 4. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis for the sole purpose of performing soils testing at the location of a proposed equipment shelter. PERMITTEE shall pay all costs and expenses related to any such soils testing.

5. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights of way pertaining to the Property, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE'S use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE 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.
6. Permit Fee. PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee of Six Hundred Dollars (\$600), payable upon execution of this Permit by PERMITTEE and delivered to the Real Estate Assets Department together with this Permit at Civic Center Plaza, 1200 Third Avenue, Suite 1700, San Diego, CA 92101. Payment should be made payable to the City Treasurer.
7. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, repair any damage to the Permit Area caused by PERMITTEE'S use of the Permit Area. Upon expiration or termination of this Permit, PERMITTEE shall leave the Permit Area in the same condition as existed immediately prior to the Term.
8. Inspection. CITY may, at all times, enter and inspect the Permit Area.
9. Utilities. PERMITTEE shall order, obtain, and pay for all utilities, and service and installation charges, in connection with its use of the Permit Area, if any of the same shall be required by PERMITTEE.
10. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
11. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
12. Ownership of Improvements and Personal Property.
 - a. Improvements. Upon expiration or termination of this Permit, any and all improvements, trade fixtures, structures, and installations or additions to the Permit Area now existing or constructed on the Permit Area by PERMITTEE shall be deemed to be part of the Permit Area and shall become CITY'S property free of all liens and claims. Notwithstanding the foregoing, CITY may, upon

notice to PERMITTEE at termination or within sixty (60) days prior to the expiration of the Term, elect not to assume ownership of all or any improvements, trade fixtures, structures, and installations. PERMITTEE shall, at PERMITTEE'S sole cost and expense, remove all such improvements, structures and installations prior to the expiration of the Term, or within sixty (60) days after a notice of termination. If PERMITTEE fails to remove any improvements, structures, and installations as required by this Permit, PERMITTEE shall pay CITY the full cost of any removal.

- b. Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property prior to the expiration of the Term, or as soon as reasonably practicable after a notice of termination, but in no event later than sixty (60) days after such notice of termination. Any such items which PERMITTEE fails to remove shall be deemed abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove such items at PERMITTEE'S sole cost and expense. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at its sole cost and expense.
 - c. Late Removal. PERMITTEE shall pay additional rent for any period of time needed to remove any improvements or personal property, whether by CITY or PERMITTEE, after the expiration or termination of this Permit. Such additional rent shall be at the greater of the then-current rental rate under this Permit and the rate reasonably determined by CITY'S Real Estate Assets Department to be the then fair market rental value for the Permit Area.
 - d. CITY'S Right to Acquire. Notwithstanding the foregoing, if PERMITTEE elects to dispose of any of its personal property used in its operations on the Permit Area, upon expiration or termination of this Permit, CITY shall have the first right to acquire or purchase such personal property.
13. Insurance. On or before the Effective Date, PERMITTEE shall deliver to CITY a current certificate of insurance for a Commercial General Liability policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of Two Million Dollars (\$2,000,000).
- a. Additional Insureds. Pursuant to a separate endorsement [Old Republic Insurance Company IL10 (12/06)], **"The City of San Diego and its elected officials, officers, employees, representatives, and agents"** shall be included as additional insureds in the required Commercial General Liability policy.
 - b. Primary and Non-Contributory. The required commercial general liability insurance policy shall provide that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policy shall be kept in force

for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department upon execution of this Permit.

- c. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE.
- e. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term of this Permit. At least ten (10) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.
- f. Modification. To assure protection from and against the kind and extent of risk existing on the Permit Area, CITY, at its discretion, may require the revision of amounts and coverages at any time during the Term by giving PERMITTEE sixty (60) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Permit.
- g. Accident Reports. PERMITTEE shall report to CITY any accident causing property damage or any injury to persons on the Permit Area. 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.
- h. Failure to Comply. If PERMITTEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the reasonable premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. PERMITTEE shall pay such reimbursement and interest on the first (1st) day of the month following CITY'S notice. **Notwithstanding any other provision of this Permit, if PERMITTEE fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of its property from the Permit Area.**

14. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. 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, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
15. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
16. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. PERMITTEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Permit from local residents and firms as opportunities occur. PERMITTEE agrees to hire qualified local residents and firms whenever feasible.
17. Drug-free Workplace. PERMITTEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Permit Area and specifying the actions that will be taken against employees for violations of the prohibition; and
 - b) Establish a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. PERMITTEE'S policy of maintaining a drug-free workplace;

- iii. Any available drug counseling, rehabilitation, and employees assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
18. Disabled Access Compliance. PERMITTEE shall comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities.
19. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S occupancy, use, development and maintenance of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
20. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area.
21. No Assignment. PERMITTEE shall not assign any rights granted by this Permit or any interest herein without CITY'S prior written consent. Approval of any such proposed assignment may be withheld in CITY'S sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.
22. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY'S prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within 24 hours notice by CITY, or CITY may thereafter remove the item at PERMITTEE'S cost.
23. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
24. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S occupancy, use, development, and maintenance of the Permit Area.

25. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area (prorated for the Term), including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of the business or other PERMITTEE activities related to the Permit Area, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, fees, and assessments shall not reduce any payment due CITY.
26. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area. PERMITTEE and PERMITTEE'S agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated into this Permit.
- a. Remediation. If any release of a hazardous substance occurs, PERMITTEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities.
 - b. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
 - c. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Permit Area, PERMITTEE shall give written notice to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall notify CITY immediately upon receipt of such knowledge or belief and shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related

to the Permit Area.

- d. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area ("PERMITTEE'S Operations"), resulted in any hazardous substance being released on or beneath the Permit Area, CITY may cause an environmental assessment of the Permit 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 PERMITTEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE'S Operations on, in, or under the Permit Area, and in what quantities. If any such hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.
27. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
28. Default. PERMITTEE shall be in default of this Permit if either of the following occurs:
 - a) PERMITTEE fails to make any payment required under this Permit when due; or
 - b) PERMITTEE breaches any of its obligations under this Permit, other than those requiring payment to CITY, and fails to cure the breach within ten (10) days following written notice thereof from CITY, or if not curable within ten (10) days, fails to commence to cure the breach within ten (10) days and diligently pursue the cure to completion within thirty (30) days.
29. Termination. Upon PERMITTEE'S breach of any of its obligations under this Permit, CITY may immediately revoke PERMITTEE'S license to occupy and use the Permit Area. Upon PERMITTEE'S default of this Permit, CITY may immediately terminate this Permit upon notice to PERMITTEE.

30. Cumulative Remedies. CITY'S rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY'S rights or remedies at law or in equity, existing as of the Effective Date or thereafter enacted or established.
31. Bankruptcy. If PERMITTEE files a voluntary petition in bankruptcy, is adjudicated a bankrupt, or makes a general assignment for the benefit of creditors, CITY may immediately revoke PERMITTEE'S license to occupy and use the Permit Area and may immediately terminate this Permit upon notice to PERMITTEE.
32. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
33. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them and pertaining to this Permit and PERMITTEE'S occupancy, use, development, and maintenance of the Permit Area. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
34. Legal Proceedings. If CITY commences legal proceedings to enforce any right or obligation under this Permit, PERMITTEE shall pay all costs in connection therewith, including reasonable attorney fees and costs.
35. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

New Cingular Wireless PCS, LLC
Attention: Network Real Estate Lease Administration
Re: Cell Site No.: NS0622-01; Cell Site Name: Camino Ruiz (CA)
Fixed Asset No.: 10105310
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy concurrently to PERMITTEE'S Legal Department:

If sent via certified or registered mail to:

New Cingular Wireless PCS, LLC
Attention: Legal Department
Re: Cell Site No.: NS0622-01; Cell Site Name: Camino Ruiz (CA)
Fixed Asset No.: 10105310
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier service to:

New Cingular Wireless PCS, LLC
Attention: Legal Department
Re: Cell Site No.: NS0622-01; Cell Site Name: Camino Ruiz (CA)
Fixed Asset No.: 10105310
16631 NE 72nd Way
Redmond, WA 98052-7827

36. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental approvals which may be required for PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area.

[The remainder of this page intentionally left blank.]

37. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit 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 Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

Date: 6/10/10

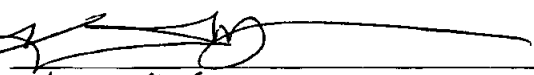
THE CITY OF SAN DIEGO, a California municipal corporation

BY: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

Date: 6/7/10

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By AT&T MOBILITY CORPORATION, a Delaware corporation, Its Manager

BY: 
Name: Kevin McGee
Title: Manager, Real Estate Construction

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

THIS ACTIVITY IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES, SECTION 15304(f).

Date: 6/16/2010

BY: 
Name: Martha Blake
Title: Senior Planner

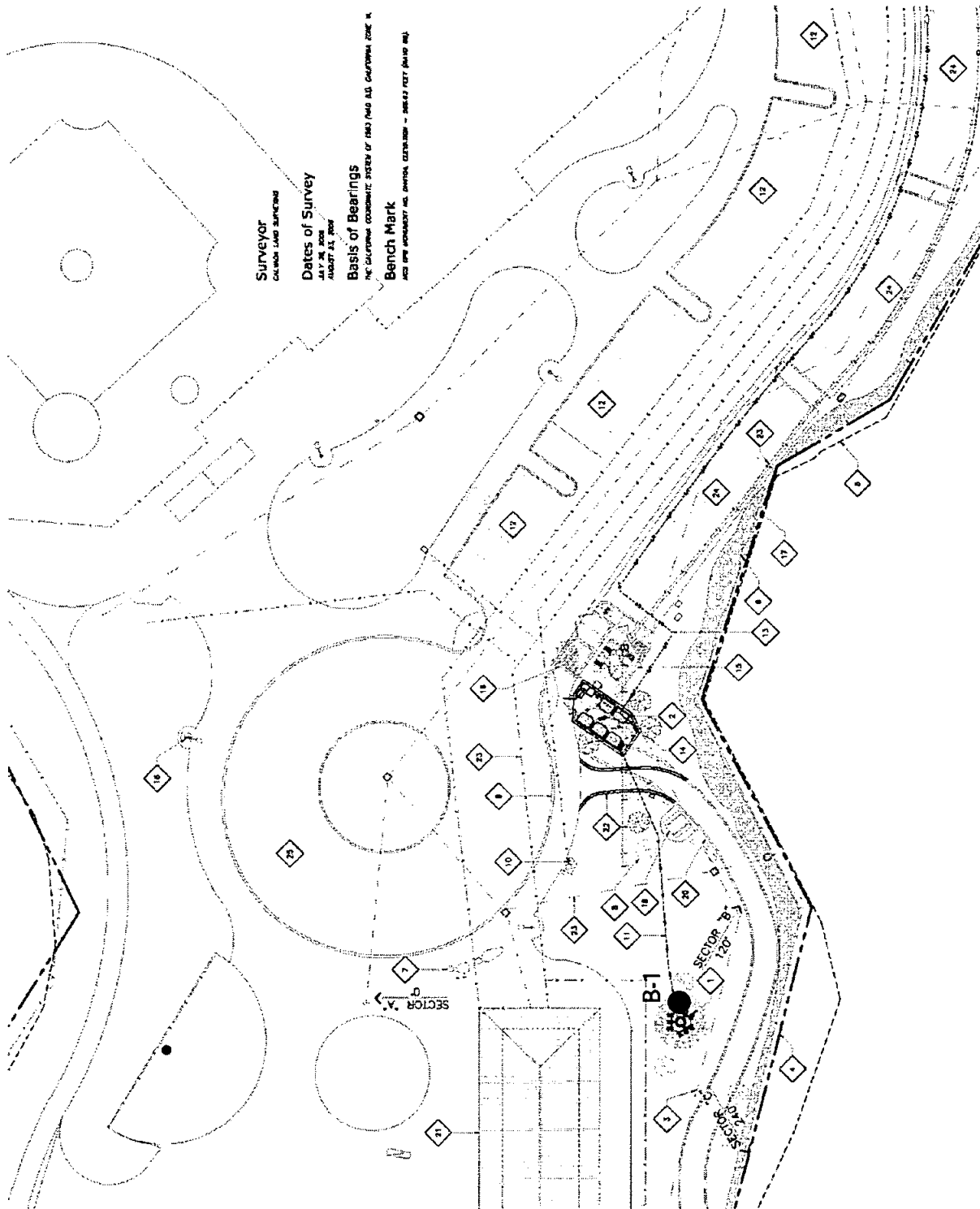
APPROVED AS TO FORM AND LEGALITY:

Effective Date: 6/22/10

JAN I. GOLDSMITH, City Attorney

BY: 
Name: Brock Goldsmith
Title: Deputy City Attorney

EXHIBIT A



Surveyor
Gordon J. J. J. J.

Dates of Survey
July 24, 2008
August 11, 2008

Basis of Bearings
The bearings are based on the 1983 NAD 83 datum.

Bench Mark
The bench mark is located at the intersection of the 1983 NAD 83 datum and the 1983 NAD 83 datum.

LEGEND

- B-1: Approximate Location of Boring No. B-1

TORO INTERNATIONAL

Geotechnical Engineering

BORING LOCATION MAP

CAMINO RUIZ PARK

PROJECT NO. 05-129.15

FIGURE 2