



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO,

COUNTY OF SAN DIEGO,

and

FEDERAL BUREAU OF INVESTIGATION

At

**COWLES MOUNTAIN COMMUNICATIONS CENTER
SAN DIEGO, CA**

TELECOMMUNICATIONS LEASE

This TELECOMMUNICATIONS LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), THE COUNTY OF SAN DIEGO, a political subdivision of the State of California ("COUNTY")(collectively, "LESSOR"), and the FEDERAL BUREAU OF INVESTIGATION, a U. S. Federal Government Agency ("LESSEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date this Lease has been executed by all parties and approved by the San Diego City Attorney ("Effective Date").

RECITALS

A. LESSOR owns certain real property commonly known as Cowles Mountain Communications Center, located in the Mission Trails Regional Park in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. Pursuant to the "Agreement By and Between the County of San Diego and the City of San Diego For Development of an Electronic Communications Facility on Cowles Mountain, San Diego California" filed with the Office of the City Clerk as document number RR-255972, dated March 9, 1982, and the "Joint Exercise of Powers Agreement Between the County of San Diego and the City of San Diego for Operation of Mission Trails Park" filed as document number 00-18268-2, dated March 4, 1996, CITY is responsible for the administration of this Lease and all revenues and fees due to LESSOR pursuant to this Lease shall be paid directly to CITY to be deposited and expended pursuant to those agreements.

C. LESSEE and LESSOR desire to enter into this Lease in order to grant LESSEE the right to construct, operate, and maintain a new wireless communications facility on a four square foot portion (one rack) of the Premises (the "Site"), as described and depicted in the Site plans attached hereto as Exhibit B and incorporated herein by reference (the "Site Plans").

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

AGREEMENT

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

1. DEFINITIONS.

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

- 1.1. "Communications Equipment" means the antenna support structure, 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 that LESSEE will construct and maintain on the Site, as more particularly described and depicted in the Site Plans attached as Exhibit B.

- 1.2. "Hazardous Substances" means any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "LESSOR Contact" means the City of San Diego Real Estate Assets Director, or designee. For purposes of this Lease, the LESSOR Contact is currently Robert Zolezzi, City of San Diego Property Agent, who can be contacted at (619) 236-6264.

2. LEASED PROPERTY.

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

3. USES.

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

- 3.1. Continuous Use. LESSEE shall continuously occupy and use the Site 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 by LESSEE.

4. TERM.

The term of this Lease ("Term") shall be five (5) years, commencing on the Effective Date and ending on September 30, 2019. "Lease Year" shall mean each twelve (12) month period during the Term, commencing on October 1st and ending September 30th, with the exception of the first Lease Year, which shall run from the Effective Date to September 30, 2015. Continuation of the Lease beyond the end of each Lease Year is contingent upon Congressional approval of the funding needed to cover this Lease. LESSEE agrees to provide LESSOR with notice that Congress has approved the funding needed to cover a

Lease Year when such information becomes available to LESSEE or as soon as possible thereafter. If Congressional approval of funding is not obtained for a Lease Year, LESSEE may terminate this Lease without penalty by providing LESSOR three (3) months prior written notice of its intention to terminate.

- 4.1. Holdover. LESSEE may not continue in possession of the Site past the expiration or earlier termination of this Lease. Any extension of the Term shall require approval by the LESSOR..
- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to LESSOR 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 use or occupancy of the Site. Except as otherwise stated in Section 30, below, LESSEE shall surrender the Site in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

LESSEE shall pay rent to LESSOR in the amount of \$8,400.00 (Eight Thousand Four Hundred Dollars) per year, **paid monthly in arrears**, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows:

Lease Year Two	\$8,652.00
Lease Year Three	\$8,911.56
Lease Year Four	\$9,178.91
Lease Year Five	\$9,454.27

The above rent schedule reflects an annual rent escalation equal to three percent (3.0%) above the annual rent for each preceding Lease Year. All rent received pursuant to this Lease shall be deposited into the Mission Trails Regional Park fund.

5.1 Time and Place of Payment. Payments shall be due monthly in arrears on the last day of the calendar month and shall commence on the Effective Date of the Lease. LESSEE shall make payments through the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> to CITY using the DUNS number provided by the CITY. 5.2 In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made by electronic funds transfer (EFT).

5.3 Invoicing Courtesy. LESSOR may invoice LESSEE for amounts payable under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount payable under this Lease.

5.4 Delinquent Rent. Amounts not paid when due are subject to the procedures and late payment interest penalties of the Federal Prompt Payment Act

(31 U.S.C. § 3901 et seq.). All late fees will be credited to the Mission Trail Regional Park fund.

6. QUIET POSSESSION.

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

7. INSURANCE; INDEMNITY

LESSEE represents and warrants that it is self-insured with respect to liability for property damage, personal injuries, or accidents caused by its employees in the course of official business and its employees are covered by the U.S. Department of Labor's Office of Workers Compensation Programs with respect to any injuries suffered in the course of federal employment. In conformity with and to the fullest extent permitted by the Federal Anti-Deficiency Act (31 U.S.C. §1341), Federal Tort Claims Act (28 U.S.C. §§2671-2680), and other applicable federal law, LESSEE agrees to defend, indemnify, release and hold CITY, COUNTY, and their elected officials, officers, employees, representatives, and agents harmless from all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE's officers and agents, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE's occupancy, use, maintenance, or restoration of the Premises or the Site. Notwithstanding the foregoing, LESSEE's duty to indemnify and hold harmless shall not include any claims or liability to the extent they arise from the established sole gross negligence or willful misconduct of CITY or COUNTY.

8. ACCEPTANCE OF SITE.

LESSEE represents and warrants that LESSEE has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Site is in the condition called for herein and that LESSEE shall not hold CITY or COUNTY responsible for any defects, whether apparent or latent, at the Site. LESSEE has been given the opportunity to investigate the Site for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. LESSEE shall notify LESSOR if LESSEE's investigations indicate the presence of any Hazardous Substances on the Site. LESSEE waives any claims against CITY and COUNTY that may result from the presence of Hazardous Substances on the Premises or Site.

9. SITE PLANS.

LESSEE shall develop the Site in accordance with Site Plans approved by LESSOR through the Communications Division of the City of San Diego. LESSEE's failure to comply with the Site Plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

Other than as depicted in the approved Site Plans, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site (with the exception of necessary maintenance and/or repairs that does not include swapping out or replacing any the Communications Equipment) without LESSOR's prior written consent. LESSEE shall not make any structural or architectural design alterations to approved improvements, structures, or installations on the Site without LESSOR's prior written consent.

- 10.1. Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance that does not include swapping out or replacing any the Communications Equipment, unless: (1) LESSEE obtains LESSOR's prior written consent, which shall be granted in the LESSOR's sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibits D and E. Nothing in this section shall be construed to eliminate LESSEE's obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY's Development Services Department or any other governmental agency.
- 10.2. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises includes CITY and COUNTY-owned property.
- 10.3. Repair and Restoration. Nothing in Section 10 shall relieve LESSEE of any obligation under this Lease to maintain the Site in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements.

11. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management of the Site for the permitted uses to the reasonable satisfaction of LESSOR. "Competent management" shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a responsible manner and in accordance with industry standards.

12. COMPLIANCE WITH LAWS AND POLICIES.

- 12.1. General. LESSEE's Operations shall, at all times, be in compliance 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 any such government under the authority of all current or future laws, statutes, ordinances, or regulations. Upon receipt of same, LESSEE shall promptly deliver to LESSOR copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.
- 12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, 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 Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. To the extent so required by the San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease. LESSEE shall return to the City a completed copy of Exhibit G prior to entering the Site or performing any action under this Lease.
- 12.4. Accessibility Assessment. In accordance with California Civil Code section 1938, LESSOR hereby states that the Premises have not been inspected by a Certified Access Specialist (CAsp).

13. WATER QUALITY ASSURANCES.

LESSEE shall, at its sole cost and expense, comply with all laws, rules, regulations and direction of competent governmental authority (such as the San Diego Regional Water Quality Control Board) relating to water quality assurance and storm water management. LESSEE acknowledges and agrees that such legal requirements may change at any time and from time to time.

- 13.1. NPDES. LESSEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") permit in force on the Effective Date of this Lease (i.e., Permit No. R9-2013-0001), and any and all amendments thereto and all applicable succeeding NPDES permits.
- 13.2. Stormwater Management. LESSEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices," as that term is defined by the Stormwater Code, and as approved by CITY, in its governmental capacity, under its Stormwater Management Program.

14. TELECOMMUNICATIONS PROVISIONS.

- 14.1. Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the wireless communications facility within the levels allowed by federal regulations set forth in Section 1.1310 of Title 47 of the Code of Federal Regulations. Any area within one thousand (1,000) feet of any RF transmitting antenna on the wireless communications facility, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated in CFR Title 47 for General Population/Uncontrolled Exposure. LESSEE shall report to LESSOR any areas discovered by LESSEE to exceed such federally mandated limits. LESSEE shall defend and hold the CITY and COUNTY harmless for any liabilities, fines or other penalties claimed or imposed against the CITY and COUNTY that result from the existence of excessive levels of radiation that are caused in whole or in part, or contributed to, by LESSEE's Operations. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). 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. Additional information regarding these exposure limits can be found in the FCC's OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields," and in supplements to Bulletin 65, all available at the FCC's Internet Web site: <http://www.fcc.gov/oet/rfsafety>.
- 14.2. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D, which may be updated from time to time in LESSOR's sole discretion. LESSEE warrants that LESSEE's Operations shall not result in degraded performance or RF interference with any LESSOR-authorized uses at the Premises.
- 14.3. Industry Standards. LESSEE shall perform LESSEE's Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, LESSEE shall comply with the following supplemental requirements:
- 14.3.1. LESSEE shall remove all trash and debris from the Site and/or Premises at the end of each workday;
 - 14.3.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
 - 14.3.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and
 - 14.3.4. LESSEE shall comply with the requirements set forth in Exhibit E with respect to LESSEE's Operations. LESSOR may, in its sole discretion, update Exhibit E from time to time.

- 14.4. Other Facilities. LESSEE shall not access any other wireless communication facility or LESSOR-owned communications equipment (including any towers) located on the Premises without LESSOR's prior consent.
- 14.5. Interference with LESSOR Operations or Public Use. LESSEE's Operations shall not interfere with LESSOR operations or the public's use of LESSOR-owned property.

Disclosure of Federal Government Frequencies. All Federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites.

15. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to LESSOR of any fire or any other damage that occurs on the Site and/or Premises, either during or after the completion of construction of approved improvements. LESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE's Operations. LESSEE shall keep the Site and/or Premises clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to LESSOR. If the Site and/or Premises is damaged by any cause that puts the Site and/or Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall pay the actual cost to replace, repair, and/or restore any damage to the Site and/or Premises or LESSOR's equipment (ordinary wear and tear excepted) caused by LESSEE, its agents, contractors, employees, exhibitors, or invitees, all subject to the procedures and limitations of the Federal Tort Claims Act (28 U.S.C §§2671-2680); or, at LESSOR's option, LESSEE shall clear and remove from the Site and/or Premises all debris resulting from the damage and restore the Site and/or Premises in accordance with plans and specifications previously submitted to and approved by LESSOR in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site and/or Premises as soon as practicable, but no later than ten (10) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Site within sixty (60) calendar days after such occurrence. Failure to timely repair damage to the Site and/or Premises will be considered a default under the Lease.

16. HAZARDOUS MATERIALS.

LESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Site and/or Premises by any of LESSEE's officers, employees, agents, contractors, invitees and guests. LESSEE and LESSEE's officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Site and/or Premises without LESSOR's prior written consent. LESSEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board.

Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 16.1. Release. For all purposes of this Lease, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 16.2. Remediation. If LESSEE's occupancy, use, development, maintenance, or restoration of the Site results in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the LESSOR's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.3. Removal. If LESSEE or LESSEE's officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Site and/or Premises, LESSEE shall remove all Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Lease. LESSOR reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Site. LESSEE shall be responsible for any and all costs incurred by LESSOR to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 16.4. Indemnity. LESSEE shall protect, defend, indemnify, and hold CITY and COUNTY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE's occupancy, use, development, maintenance, or restoration of the Site and/or Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary LESSOR response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources; LESSEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 16.5. Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Site and/or Premises, LESSEE shall immediately notify LESSOR and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to LESSOR within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions

necessary to alleviate the danger. LESSEE shall immediately notify LESSOR in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Site.

- 16.6. Environmental Assessment. Upon reasonable cause to believe that LESSEE's occupancy, use, development, maintenance, or restoration of the Site resulted in any Hazardous Substance being released on, from or beneath the Site or Premises, LESSOR may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE's occupancy, use, development, maintenance, or restoration of the Site, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Site and/or Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by LESSOR in its sole discretion, then LESSOR may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Site and/or Premises and compliance with environmental laws and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.

17. 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 and/or Site without LESSOR's prior written consent, which consent shall be in LESSOR's sole discretion. If any such unauthorized item is found on the Premises and/or Site, LESSEE shall remove the item at LESSEE's sole cost and expense within twenty-four (24) hours after LESSOR's demand therefor, or LESSOR may then enter the Site and/or Premises and summarily remove the item at LESSEE's cost and expense. LESSEE shall post a clearly marked sign at the Site indicating LESSEE's name and emergency telephone number.

18. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Site throughout the Term. In doing so, LESSEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Site in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of LESSOR, in conformance with the description of the Site

and Premises set forth in Exhibit A, the approved Site Plans set forth in Exhibit B, and in compliance with all applicable codes and standards of city, state, and federal agencies. This provision is not meant to supersede the obligations of the Parties stated in section 10.1 in regards to Landscaping.

18.1. LESSOR Maintenance. LESSOR reserves the right to perform any needed maintenance on the Site at any time. If LESSOR performs such maintenance, LESSOR shall provide LESSEE with at least forty-eight (48) hours notice prior to commencing the work (except in the event of an emergency, in which case, no prior notice shall be required, but LESSOR shall give LESSEE notice as soon as reasonably possible thereafter), and LESSEE shall comply with all applicable safety requirements issued by LESSOR to ensure the safety of LESSOR personnel performing such maintenance on the Site.

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

19. ENTRY AND INSPECTION.

LESSOR may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect LESSOR's interest in the Site, or to inspect the operations conducted on the Site. If LESSOR's entry or inspection discloses that the Site is not in a decent, safe, healthy, and sanitary condition, LESSOR may, after ten (10) calendar days written notice to LESSEE, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at LESSEE's sole cost and expense, and LESSEE shall promptly pay any and all costs incurred by LESSOR in having the necessary maintenance work done. If at any time LESSOR determines that the Site is not in a decent, safe, healthy, and sanitary condition, LESSOR may, without additional notice, require LESSEE to file with LESSOR 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 LESSOR 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 LESSOR or increase LESSOR's obligations elsewhere in this Lease.

20. SUPERIOR INTERESTS.

This Lease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights-of-way pertaining to the Site, whether or not of record. LESSEE shall obtain all licenses, permits, and agreements from such third parties as may be or may become necessary or reasonably advisable to allow LESSEE's Operations, relative to any such superior interest. If LESSEE's Operations are or become inconsistent or incompatible with a preexisting, superior interest, LESSEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

21. ENCUMBRANCES.

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

- 21.1. Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE's wireless communication facilities on the Site, including, but not limited to, the following: off-site improvements for service of the Site; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by LESSOR; 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.
- 21.2. Subsequent Encumbrances. After the Site is fully developed, as contemplated by this Lease and to LESSOR's satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then LESSOR's consent thereto may be subject, in LESSOR'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 LESSOR.
- 21.3. Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a LESSOR-approved encumbrance, LESSOR 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 LESSOR deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.
- 21.4. Subordination of Encumbrances. Any 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 LESSOR's review and approval.
- 21.5. Liens. LESSEE shall at all times protect, defend, indemnify, and hold CITY and COUNTY harmless from and against any and all claims for labor or materials in connection with LESSEE's use, improvement, alteration, maintenance, or repair of the Site, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE's use, improvement, alteration, maintenance, or repair of the Site results in a lien or notice of lien being filed against the Premises and/or Site LESSEE shall, within five (5) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY and/or COUNTY a bond, cash, or other security acceptable to CITY and/or

COUNTY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

22. ASSIGNMENT AND SUBLETTING.

22.1. Assignment.

- 22.1.1. 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.
- 22.1.2. LESSEE shall not assign this Lease, or any interest in this Lease, without LESSOR's prior written consent, which consent shall be in LESSOR'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.
- 22.1.3. LESSOR's consent to any Assignment pursuant to Section 24.1.2 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.
- 22.1.4. LESSEE shall not permit any person or entity (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.
- 22.1.5. Consent by LESSOR to any Assignment of this Lease pursuant to Section 24.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
- 22.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE's interest herein by operation of law, without LESSOR's prior written consent.
- 22.1.7. Any Assignment of this Lease, or any use or occupancy of the Site and/or Premises by any other person or entity, in violation of the foregoing provisions (Sections 24.1.1 through 24.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.

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

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

- 22.3. 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.

23. OTHER GOVERNMENTAL ACTIONS.

By entering into this Lease, the COUNTY, its Board of Supervisors, the CITY, and the San Diego City Council are in no way obligating themselves to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Site. Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may be required for LESSEE's Operations. LESSEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Site, as are necessary for LESSEE's Operations.

24. LESSOR'S RESERVATION OF RIGHTS.

- 24.1. Resources. LESSOR reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Site.
- 24.2. Use. LESSOR reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Site for utilities, thoroughfares, or access as LESSOR deems advisable, in its sole discretion, for the public good.
- 24.3. Entry. LESSOR may enter the Site to develop and/or make repairs to municipal resources and services. LESSOR shall not unreasonably interfere with LESSEE's use of the Site and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Site or to LESSEE's Communications Equipment resulting from LESSOR 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 LESSOR. LESSOR shall pay the costs of maintenance and repair of all LESSOR installations made pursuant to these reserved rights.

25. REASSIGNMENT OF SPACE.

At any time during the Term, LESSOR, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Relocation Site").

- 25.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Site either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Site, or otherwise as soon as possible after receipt of all necessary permits and approvals required for any LESSOR construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE's use of the Relocation Site. LESSEE shall cooperate fully

with LESSOR and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.

- 25.2. 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.
- 25.3. Broadcast and/or Receiving Capability. During physical relocation of the Communications Equipment to the Relocation Site, LESSOR will work with LESSEE to attempt to secure an alternative LESSOR-approved site for LESSEE to operate temporary installed communications equipment, which may include a LESSOR-approved temporary wireless communication facility on the Premises and which will be installed and maintained at LESSEE's sole cost and expense.
- 25.4. No Agreement. If LESSOR and LESSEE are unable to agree on an acceptable Relocation Site, then LESSEE or LESSOR may terminate this Lease upon thirty (30) calendar days prior written notice, without further obligation thereto.
- 25.5. Site Redefined. After a reassignment and relocation as provided in this section, the Site shall be redefined to be the Relocation Site. LESSOR and LESSEE agree that "as built" drawings of the Relocation Site, including any access and utility easements, may be prepared by a licensed architect at LESSEE's sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 33.12 below) to include a full description of the Relocation Site 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.

26. EMINENT DOMAIN.

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

- 26.1. Full Taking. If the entire Site is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 26.2. Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the opinion of LESSOR, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 26.3. Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of LESSOR, the remaining part of the Site is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The rent shall be equitably reduced to

reflect the portion of the Site taken, but only to the extent that LESSEE's use of the Site is reduced or impaired.

- 26.4. Award. All monies awarded in any taking shall belong to LESSOR, 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. LESSOR shall have no liability to LESSEE for any award not provided by the condemning authority.
- 26.5. Transfer. LESSOR may transfer LESSOR's interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Site in accordance with this Lease.
- 26.6. No Inverse Condemnation. LESSOR'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 or COUNTY for inverse condemnation.

27. DEFAULT AND REMEDIES.

- 27.1. Default. Each of the following shall constitute an event of default under this Lease:
- 27.1.1. 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 LESSOR;
 - 27.1.2. LESSEE's breach of any of its obligations under this Lease, other than those requiring payment to LESSOR, and LESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from LESSOR; 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;
 - 27.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;
 - 27.1.4. 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;
 - 27.1.5. LESSEE is adjudicated a bankrupt;
 - 27.1.6. LESSEE makes a general assignment for the benefit of creditors; and
 - 27.1.7. LESSEE uses the Site for any unauthorized purpose.
- 27.2. Remedies.

- 27.2.1. General. Upon LESSEE's default under this Lease, LESSOR may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to LESSOR, in law or equity. Such remedies shall be cumulative and not exclusive.
- 27.2.2. For Monetary Default. Upon LESSEE's default for nonpayment under Section 27.1.1 of this Lease, LESSOR 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 LESSOR may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or to possession of the Site, and LESSOR may enter and take possession of the Site and may recover the amount set forth below.
- 27.2.3. For Non-Monetary Default. Upon LESSEE's default based upon Sections 27.1.2 through 27.1.7 of this Lease, LESSOR may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or possession of the Site, and LESSOR may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 27.1.2 through 27.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, LESSOR will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.
- 27.2.4. LESSOR's Recovery Upon Termination. Upon termination of the Lease due to LESSEE's default, LESSOR may recover the sum of:
- 27.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
 - 27.2.4.2. 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
 - 27.2.4.3. 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
 - 27.2.4.4. Any other amount necessary to compensate LESSOR 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
 - 27.2.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.

27.2.4.6. As used in Sections 27.2.4.1 and 27.2.4.2, 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 27.2.4.3, 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 and any and all other amounts that LESSEE is required to pay to LESSOR under this Lease.

27.2.4.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.

27.3. Leasehold Pledged as Security. If LESSEE is in default under this Lease and the leasehold is pledged as security for a LESSOR-authorized encumbrance, LESSOR shall notify the mortgagee or beneficiary thereof of LESSEE’s default. LESSOR 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. LESSOR may, in its sole discretion, extend such time to cure the default if LESSOR deems that the mortgagee or beneficiary is pursuing the cure with reasonable diligence.

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

27.3.1.1. LESSOR may correct the default and charge the costs incurred to LESSEE’s account, which charge shall be due and payable within thirty (30) days of LESSOR’s statement of such costs is delivered to LESSEE and mortgagee or beneficiary;

27.3.1.2. LESSOR may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by LESSOR, LESSOR and LESSEE, or by LESSOR and mortgagee or beneficiary, or LESSOR may use the funds of any faithful performance or cash bond on deposit with LESSOR, or LESSOR may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of LESSOR; or

27.3.1.3. LESSOR may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any LESSOR-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 LESSOR’s early payoff of the related obligations. LESSOR may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or

beneficiary. Any reasonable costs incurred by LESSOR 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 LESSOR for all such costs.

27.3.2. 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 LESSOR, 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 LESSOR of its intention to substitute itself in LESSEE's place, in writing, within thirty (30) calendar days after receipt of LESSOR'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, LESSOR shall consent to the assignment.

27.4. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, this Lease shall continue in effect as long as LESSOR does not terminate this Lease, and LESSOR 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.

27.5. Waiver. LESSOR'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 LESSOR in order to constitute a valid and binding waiver. LESSOR'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. LESSOR's acceptance of any rent shall not be a waiver of any default preceding the rent payment. The property constituting the Site is LESSOR-owned and held in trust for the benefit of the citizens of the City and the County of San Diego. LESSOR'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 LESSOR may, at all times, require the cure of any breach or default regardless of when discovered.

28. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

Except as otherwise provided in this section, all improvements constructed on the Site by LESSEE or by LESSEE's contractors and/or subcontractors at any time during the Term, including any tower structure, equipment shelters, conduit, and fence (hereinafter referred to in this section as "LESSEE's Improvements"), as well as all Communications Equipment, machines, and appliances brought to the Site by LESSEE or LESSEE's contractors and/or subcontractors at any time during the Term (hereinafter referred to as "LESSEE's Personal Property") shall be the property of LESSEE during the Term (hereinafter referred to as "LESSEE's Property").

28.1. At the expiration or earlier termination of this Lease, and at LESSOR's option, any and all of LESSEE's Improvements shall be deemed to be part of the Site and shall

become LESSOR's property free of all liens and claims, except as otherwise provided in this Lease. As applicable, LESSEE shall present LESSOR with a bill of sale transferring ownership of LESSEE's Improvements to the LESSOR.

- 28.1.1. If LESSOR elects not to assume ownership of any of LESSEE's Improvements, LESSOR 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 LESSOR, all at LESSEE's sole cost and expense. If LESSEE fails to remove any of LESSEE's Improvements as directed, LESSOR may cause their removal, and LESSEE shall reimburse LESSOR on demand for the full cost thereof.
- 28.2. On or before the expiration of this Lease, or as LESSOR may direct upon earlier termination of this Lease, LESSEE shall remove from the Site LESSEE's Personal Property. If LESSEE fails to remove any of LESSEE's Personal Property as required herein, then either: (i) such property shall be considered abandoned and become LESSOR's property free of all claims and liens; or (ii) LESSOR may cause such property's removal, and LESSEE shall reimburse LESSOR on demand for the full cost of the removal, storage and all other costs associated therewith..
- 28.2.1. If LESSEE desires to dispose of any of LESSEE's Personal Property used in the operation of its wireless communication facilities on the Site, LESSOR shall have the first right to acquire or purchase such property.
- 28.3. LESSEE shall repair, at its sole cost and expense, all damage to the Premises or Site resulting from the removal of LESSEE's Property from the Premises by LESSEE or LESSEE's contractors and/or subcontractors.
- 28.3.1. If the removal of LESSEE's Property by LESSEE or LESSEE's contractors and/or subcontractors or by LESSOR takes place after expiration of this Lease, or beyond CITY's direction upon earlier termination of this Lease, LESSEE shall pay rent to LESSOR 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.

29. 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:

FEDERAL BUREAU OF INVESTIGATIONS HEADQUARTERS
ERF-RSDU
Site Lease Support Group

Building 27958A
Attention: Samantha Bingham
Quantico, VA. 22135
703-985-6252

If to LESSOR:

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

29.1. 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.

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

30. MISCELLANEOUS PROVISIONS.

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

30.2. Entire Understanding. This Lease contains the entire understanding of the Parties. LESSOR and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE's Operations. Each party has relied on its own examination of the Site, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each party to this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Site, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.

30.3. 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 LESSOR 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 LESSOR under those agreements.

30.4. 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.

- 30.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 30.6. Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE's Operations on the Site in a creditable manner and in accordance with industry standards.
- 30.7. 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.
- 30.8. Unavoidable Delay. If the performance of any act required of LESSOR 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 LESSOR 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.
- 30.9. LESSOR's Consent or Approval. Whenever required under this Lease, LESSOR's consent or approval shall mean the written consent or approval of CITY's Mayor or his designee, unless otherwise expressly provided. LESSOR's discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 30.10. Consent by Either Party. Except as otherwise expressly provided in this Lease, consent to be given by either party may not be unreasonably withheld or delayed.
- 30.11. Lease Modifications. This Lease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties and approved by the City Attorney.
- 30.12. Cost Recovery. LESSOR collects various fees to offset the administrative costs incurred for LESSOR staff services. LESSOR 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 LESSOR's sole discretion.
- 30.13. Survival. Any obligation under this Lease that requires a party's performance of that obligation after the expiration or earlier termination of this Lease shall survive such expiration or termination.
- 30.14. Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease

are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.

30.15. Number and Gender. In this Lease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.

30.16. Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide LESSOR with evidence, satisfactory to LESSOR, 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.

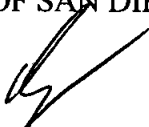
30.17. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

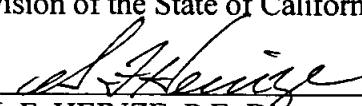
IN WITNESS WHEREOF, this Lease is executed by LESSOR and LESSEE, to be effective as of the Effective Date.

Date: 6/15/15

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Cybele Thompson, CCIM
Director of Real Estate Assets

THE COUNTY OF SAN DIEGO, a political subdivision of the State of California

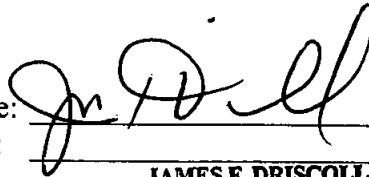
By 
APRIL F. HEINZE, P.E. Director
Department of General Services

Date: 5/27/2015

LESSEE: FEDERAL BUREAU OF INVESTIGATIONS

By

Its:
Name:
Title:



**JAMES F. DRISCOLL
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION**

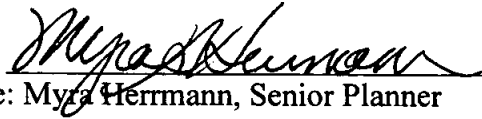
Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State of California CEQA guidelines Section 15301.

Date:

6/12/15

BY:



Name: Myra Herrmann, Senior Planner

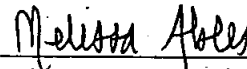
APPROVED AS TO FORM:

Date:

7/6/15

JAN I. GOLDSMITH, City Attorney

By:



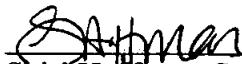
Name:

Melissa Ables

Deputy City Attorney

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By:



Shiri Hoffman, Senior Deputy

Exhibit A:
Description of Site and Premises

CITY Site ID No.:

LESSEE Site No.:

Location:

Assessor's Parcel Number:

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

Description of Site:

Exhibit B

Site and Equipment Plans

[see following pages]



CAMBIUM PTP 800 SERIES

HIGH-SPEED LICENSED MICROWAVE FOR FEDERAL NETWORKS

Our Cambium Point-to-Point (PTP) 800 Licensed Ethernet Microwave solutions can efficiently and affordably transport the data, voice and video that your U.S. Federal Government applications require. With models in the 7 GHz and 8 GHz dedicated bands, you do not have to contend with other communicators in your chosen radio-frequency (RF) band.

NTIA-COMPLIANT

Our 7 and 8 GHz PTP 800 models are National Telecommunications and Information Administration (NTIA) compliant and operate at speeds up to 301 Mbps¹ (full duplex) over user-configurable channel bandwidths from 10 to 50 MHz. The radios provide high-performance, ultra-reliable and secure connectivity and backhaul for a wide array of Department of Defense (DoD) and non-DoD applications such as:

- Leased-line and fiber replacements and extensions
- Video surveillance extensions beyond a wired infrastructure
- Network redundancy for a wired or fiber network
- Building-to-building and office campus connectivity
- Added capacity for voice and video communications
- High-capacity backhaul for WiMAX and LTE networks
- Border security connectivity and backhaul

EXTREME DURABILITY

PTP systems have logged more than two billion field hours. As a result, our radios are proven to withstand the rigors of outdoor use. Radios perform steadfastly in winds up to 150 miles per hour (242 kph) and temperatures from -27° to 131° F (-33° to 55° C).

RADIO TECHNOLOGY

RF bands ²	7 GHz Band: 7.125 – 7.75 GHz 8 GHz Band: 7.75 – 8.47 GHz
Channel size	Configurable from 10 to 50 MHz
Maximum Tx power ³	22 dBm
Best Rx sensitivity ⁴	-90.0 dBm
Modulation	QPSK, 8PSK, 16/32/64/128/256 QAM Fixed mode or Adaptive Coding and Modulation (ACM)
Error correction	Low Density Parity Check (LDPC) code
Duplex scheme	FDD
Security and encryption	Proprietary air interface Optional FIPS-197 compliant 128/256-Bit AES Encryption Optional FIPS 140-2 ⁵

ETHERNET BRIDGING

Protocol	IEEE 802.3 802.1p/1Q (served by 8 queues) 802.1ad (Q-in-Q)
Frame size	Up to 9600 bytes
User data throughput ⁶	10 to 301 Mbps at the Ethernet (full duplex); use our Cambium PTP LINKPlanner to determine actual throughput for the deployment
Latency	To < 115 μ s @ full capacity with 64 bytes
User traffic interface	100 / 1000 Base T (RJ-45) – auto MDI/MDIX, 1000 Base SX and LX options

MANAGEMENT & INSTALLATION

Network management	Inband and out-of-band
Protocol	SNMP v1, v2c and v3
EMS	Web access via browser using HTTP OR HTTPS/TLS ⁷ Cambium Wireless Manager Your existing network management system Remote authentication using RADIUS
Out-of-band interface	10 / 100 Base T (RJ-45)
Installation	ODU – RSSI output assistance for link alignment
Connection	IF cable between outdoor unit (ODU) and compact modem unit (CMU); distance up to 1000 ft. (300 meters) using the LMR600 cable; 630 ft. (190 meters) is achievable with the CNT400 IF cable available from Cambium Networks.

PHYSICAL

Physical configuration	Split mount – Compact Modem Unit (CMU) and Outdoor Unit (ODU)
Dimensions	ODU: Diameter 10.5" (26.7 cm), Depth 3.5" (8.9 cm) CMU: Width 7.1" (18.0 cm), Height 1.4" (3.5 cm), Depth 8.7" (22.0 cm)
Weight	ODU: 10.1 lbs (4.6 kg) CMU: 2.4 lbs (1.1 kg)
Wind speed survival	ODU: 150 mph (242 kph)
Power source	-48V DC (-40.5V DC to -60V DC)
Power consumption	1+0 Configuration (per end) 7 & 8 GHz: 71 Watts maximum 1+1 Configuration (2-ODUs + 2-CMUs per end) 7 & 8 GHz: 120 Watts maximum

ENVIRONMENTAL & REGULATORY

Operating temperature	Outdoor Unit: -27° to +131° F (-33° to +55° C) – EN 300 019-1-4 Compact Modem Unit: -27° to +131° F (-33° to +55° C) – EN 300 019-1-3
Humidity	Outdoor Unit: Up to 100% Compact Modem Unit: Up to 95%, non-condensing
Safety	UL 60950; IEC 60950; EN 60950;
EMC	CSA 22.2 No. 60950 USA: FCC Part 15, Class B Europe: EN 301 489-1 and EN 301 489-4
Radio standard	ETSI Harmonized Standard EN 302 217-2-2 FCC Regulation Title 47, Part 101 Industry Canada Specification RSS-GEN and relevant SRSP Specifications NTIA Redbook

Radio Configuration – 7 and 8 GHz			
Frequency (GHz)		7	8
Standard		FCC / NTIA	FCC / NTIA
Frequency Range (GHz)		7.125 ~ 7.75	7.75 ~ 8.47
FCC	T/R Spacing (MHz)	300	360
	Channel Bandwidth (MHz)	10	10
		20	20
		30	30
		40	40
		50	50
RF Channel Selection		Via Web GUI	
System Configuration		1 + 0, 1+1 HSB and 2+0	
ATPC Range (dB)		Transmit Power Control – Adaptive, lower power limit varies with RF band down to 9dBm minimum.	

Transmit Power – 7 and 8 GHz	
Modulation	Maximum Transmit Power FCC / NTIA (dBm)
	7 and 8 GHz Frequencies
QPSK	22
8PSK	22
16 QAM	22
32 QAM	22
64 QAM	22
128 QAM	22
256 QAM	22

Cambium PTP 800 NTIA Models	
PTP 07800	7 GHz
PTP 08800	8 GHz

User Ethernet Data Throughput – 7 and 8 GHz					
Modulation	Maximum Throughput – Mbps (1518 Bytes/Frame)				
	Channel Bandwidth (MHz)				
	10	20	30	40	50
256 QAM	N/A	113.6	177.4	236.7	301.6
128 QAM	50.9	102.2	155.1	206.9	258.6
64 QAM	42.8	84.9	135.5	181.9	217.4
32 QAM	33.7	67.8	103.6	150.7	178.6
16 QAM	29.1	58.5	77.9	103.9	150.5
8PSK	20.4	40.3	59.1	78.9	103.7
QPSK	13.8	28.5	39.4	52.6	65.7

Receive Sensitivity – 7 and 8 GHz					
Modulation	BER = 1e-6				
	7 and 8 GHz Receive Sensitivity (dBm) At Each Channel (MHz)				
	50	40	30	20	10
256 QAM	-65.3	-66.8	-67.8	-69.9	-
128 QAM	-68.5	-69.5	-70.7	-72.0	-74.2
64 QAM	-71.5	-71.9	-73.0	-75.4	-77.4
32 QAM	-73.8	-74.0	-76.3	-77.8	-80.0
16 QAM	-75.8	-78.9	-80.1	-80.1	-82.5
8PSK	-79.1	-81.1	-82.3	-83.1	-85.1
QPSK	-83.7	-84.7	-85.9	-87.1	-90.0

NOTE: While the information presented herein is, to the best of our knowledge, true and accurate, the information provided in this document is subject to change without notice.

- 301 Mbps maximum throughput requires a 50 MHz channel and 256 QAM which may not be available in certain regions due to regulatory restrictions.
- Regulatory conditions for RF bands may vary by geographic location and should be confirmed prior to system purchase.
- Transmit power depends on frequency, modulation and regulations.
- Receive sensitivity depends on frequency, channel bandwidth and modulation (-90.0 dBm is based on a 7 GHz model with 10 MHz channel bandwidth and the QPSK mode).
- While FIPS 140-2 is compatible with existing systems, certain hardware limitations may apply. Certification status may be confirmed at: <http://csrc.nist.gov/groups/STM/cmvp/inprocess.html>
- User throughput depends on the configuration of channel bandwidth, modulation and capacity license key. Radios ship with factory-set 10 Mbps throughput capacity cap; additional capacity may be purchased at time of order or anytime after deployment. Full capacity is not available for all combinations of bands and regulations.
- Web access via HTTPS/TLS is available on AES-enabled radios.

The TRACPOD, DIVERSITY RECEIVER and IP DECODER

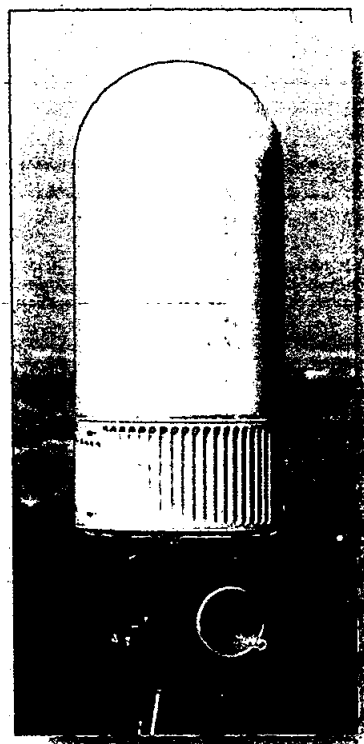
J-Trac-Pod-01, JHDX-C-Div2IP and JDIV2IP-dec-cont

JANTEQ
CORPORATION

JANTEQ SURVEILLANCE SERIES TRACKING ANTENNA SYSTEM

The TracPod is a tactical intelligent C Band receive antenna, primarily used for tracking transmissions from aircraft. It can also be used to track other land mobile transmitters from a fixed vantage point. The TracPod system consists of three parts; the TracPod module, the four input diversity receiver and the IP Decoder/Controller. The antenna array has no moving parts which makes it possible to acquire the best possible signal path (direction) in milliseconds whether the aircraft is, line of site, marginal or obscured.

The system relies on a proprietary sampling algorithm within the receiver pod to make its decisions which avoids complicated and expensive two way communications with the aircraft positioning systems that may not be appropriate in a multipath environment. The pod can be quickly deployed on a tripod, pole mount or Air Mast and be connected with a single Cat 5E cable up to 100 yards from a network point. The POE system provides power to the antenna and receiver head end which provides IP connectivity on the single cable. The TracPod acts as a server that can be accessed on a LAN or operated locally using the video decoder IP box.



TracPod



IP Decoder

Key Features - TracPod

- Electronic tracker with no moving parts
- PoE enabled for single cable for control and power
- 360 degree coverage with uplook antennas
- Weatherproof design with optional heaters.
- Fully IP controlled for monitoring from remote sites

Key Features - Receiver

- Four input diversity Receiver
- DVB-T bandwidths down to 1.25MHz
- Good performance in hostile RF environments
- Excellent adjacent channel and spurious signal rejection

Key Features - IP Decoder

- Integrated Audio & video monitoring
- HDMI, composite, and HD/SDI video outputs
- Fully IP compatible with RTSP streaming video, ancillary data and remote control
- SD/HD MPEG2 decoding for compatibility with existing legacy airborne transmitters
- SD/HD h.264 Baseline & Main Profile, 4:2:0 with Low Latency ≤ 4 frames
- Wide range of video formats to 1080p/30
- Compatible with BCRYPT AES 128 and 256

CONFIDENTIAL MATERIAL

TracPod [J-Trac-Pod-01] TECHNICAL SPECIFICATIONS:

Main Antenna Section

Antenna gain (Single Tier):	15dBi
Antenna effective gain (Four Tiers):	21dBi (3dB diversity gain per doubling)
Antenna polarization:	Vertical
Antenna beam width:	Vertical 30 deg. Horizontal 18 deg. $\pm$ 3dB.

Up Look Antenna Section

Antenna gain (Each antenna):	2dBic, Zenith, 3dBic, $\pm$ 45deg.
Antenna polarization:	Circular, two CW and two CCW.
Antenna beam width:	160 degrees.

Power

POE supply:	75 watt IEEE 802.3af standard. Four pair.
POE cable length:	300 ft with good quality shielded Cat 5E. TracPod power Consumption: 45 watts, includes DIV2IP receiver and fans.
External DC power:	11-28 VDC.
Aux DC out with external power:	12DC @20 WATTS max.

Ethernet

Connection type:	10/100 Ethernet
Server type:	RFC2326, with up to 4 endpoints. RTP/UDP (RFC3550) source.
Data type:	ISO 13818-1 (MPEG-2) Transport Stream over IP (SMPTE 2022-1/2, including COP-3 FEC).

Physical Characteristics

Dimensions:	30" (760mm)H x 12.75"(324)Dia
Weight:	35lbs (Does not include mounting adaptors)
Temperature:	
Operating:	-10 to +50°C
Storage:	-50 to +90 C

DIVERSITY RECEIVER MODULE [JHDX-C-Div2IP] TECHNICAL SPECIFICATIONS:

RF SECTION:

Frequency Range:	
Dual Band:	1755-2400Mhz
Triple Band:	1755-5000Mhz
X Band:	8100-8500Mhz
RF/IF Frequency stability:	$\pm$ 2.5ppm
Tuning step size:	100/125/250 kHz,
RF Input impedance:	50 Ohms, <1.5:1 VSWR
Maximum Input power:	Input in band: -10dBm, Regrowth >30dbc
Maximum Non destructive Signal input:	+17dBm.
IF Bandwidth:	5MHz, 6MHz, 7MHz, 8MHz
Optional:	1.25 & 2.5MHz
IF Linearity IM3:	>50 dB over entire input signal range
Threshold:	-92 dBm @ 8MHz, QPSK, $\frac{1}{2}$ FEC, 1/32

Demodulation Decoder Section:

COFDM:	EN300-744 DVB-T
Constellation:	QPSK, 16QAM, 64QAM
Code Rate:	$\frac{1}{2}$, $\frac{2}{3}$, $\frac{3}{4}$, $\frac{5}{6}$, $\frac{7}{8}$
Guard Interval:	1/32, 1/16, 1/8, $\frac{1}{4}$
Deencryption:	AES 128/256
Spectrum Inversion:	Automatic detection
BER:	>10-8 input level >-90dBm QPSK 8 MHz

Specifications are subject to change without notice. Janteq will not be liable for technical or editorial errors or omission.

CONFIDENTIAL MATERIAL

VIDEO DECODER IP BOX [JDIV2IP-Dec-Cont] TECHNICAL SPECIFICATIONS:

MPEG-2 VIDEO Decoder Section

Compression Standard: ISO 13818-2 MPEG-2
Profiles: MP@HL, 422P@ML, MP@H14L
GOP Support: I, IP, IPB.
System Latency: <120ms (with Janteq transmitter)

H.264 /MPEG-4 AVC Video Decoding

Compression Standard: ISO/IEC14496-10, Base, Main Profile.

VIDEO FORMAT STANDARDS

1080i (1920/1440 x 1080) @25, 29.97 & 30Hz
1080i (1920 x 1080) @ 23.98Hz, 24Hz
720p (1280 x 720) @ 23.98Hz, 24Hz, 25Hz, 50Hz, 59.98Hz, 60Hz
480p (1280 x 480) @ 59.94Hz
576p (720 x 576) @ 50Hz
480i (720 x 480/512) @ 29.97Hz
576i (720 x 576/608) @ 25Hz

VIDEO OUTPUTS SECTION

Video Output Formats: 2 BNC 75R output A & B, can select from list below
Analog Video Output:
Analog Composite: 75 Ohms 1Vp-p NTSC/PAL 525/625Lines
Frequency Response: 0.5 dB (10 Hz to 5MHz)
Digital Video Output:
Digital Video Output Signals: HD-SDI, SD-SDI
Digital Video Signal-to-Noise: >65 dB
Composite Output Level: 75 Ohms 1Vp-p, NTSC/PAL
HD/SD- SDI Output: SMPTE 292 / 259M (1.5Gb/s – 270Mb/s)
Test Pattern Generator: Internal SD/HD SMPTE test bar generator
DBV-ASI Signal: per SMPTE 299

OUTPUT A	OUTPUT B
Composite video	SDI
ASI out*	Composite Video
	ASI out

* When the decoder is set to decode an ASI stream, BNC A becomes an input.

AUDIO SECTION

Audio Output: 1 stereo pair, AAC and Linear Audio.
Decoding Scheme: MPEG-1 Layer 1 & Layer ISO 13818-3
Audio Bit Rate: 128kbit/sec – 384kbit/sec
Sample Rate: 48kHz
Frequency Response: 20Hz – 20kHz: +/- 1dB
Audio THD: 0.1% (@ 1kHz +8dBm)
Signal/Noise: > 68dB (@ 1 KHz, +8dBm)
Gain: gain adjust, +/- 6dB in 1dB increments
Max line output level: +18dBm
Output impedance: Analog line: 1.5K Ohm, unbalanced
Tone Generator: Internal 400Hz/1KHz tone generator.
Embedded Audio: SMPTE 272M, SMPTE 299M two pairs.

CONFIDENTIAL MATERIAL

POWER

DC Input Range:
Protection:
Input Power:

10 to 28 Volts DC
Under voltage and reverse polarity
11 Watts Max.

USER DATA CHANNEL

RS 232 OUTPUT:

Transparent data pipe up to 1 M bit/s

REMOTE CONTROL

The Remote Control can be accessed through three different rear panel connectors.
The DB9, USB -B or the Ethernet RJ45 connector.

CONTROL PANEL

Display:

Hi Res.2 inch Color TFT for confidence
video, spectrum display or status.

Indication:

Power, Demodulator Lock, Decoder Lock,
Encryption Lock.

Presets:

One hundred user defined presets.

Menu:

Sensor wheel encoder with Escape, Enter
and a short cut button for Presets.

Interactive User/Administrative menu tree allowing control of Presets,

PHYSICAL CHARACTERISTICS

Dimensions:

6" (153mm)L x 6.75"(172)W x 1.6"(41)H

Weight:

2.25 lbs

Temperature:

Operating:

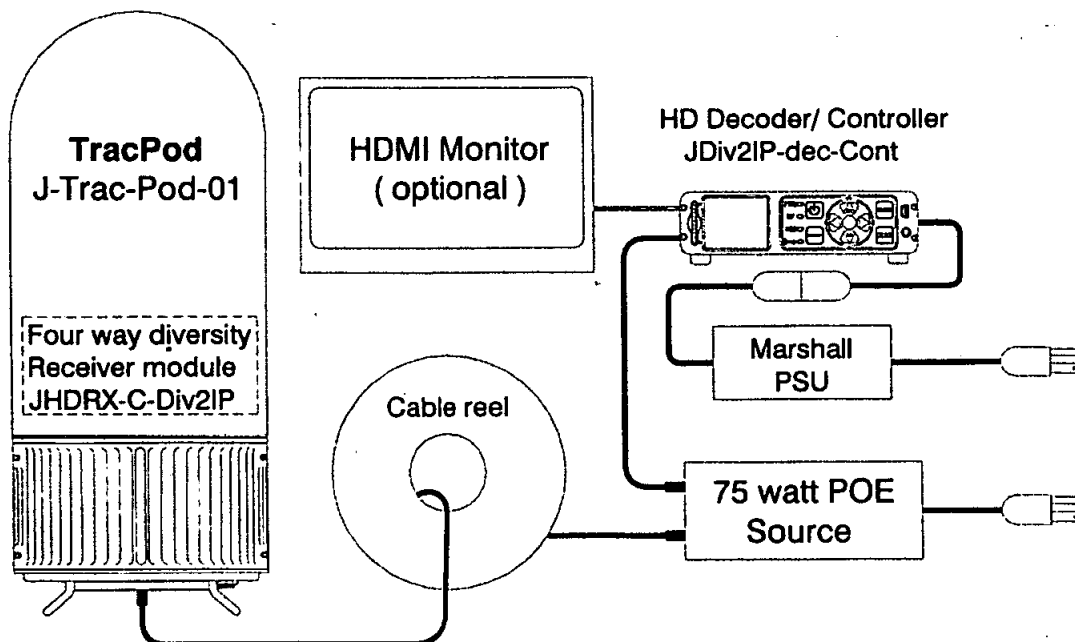
-10 to +60°C

Storage:

-50 to +90 C

Relative Humidity:

5 to 95% non-condensing



TracPod System

Specifications are subject to change without notice. Janteq will not be liable for technical or editorial errors or omission.



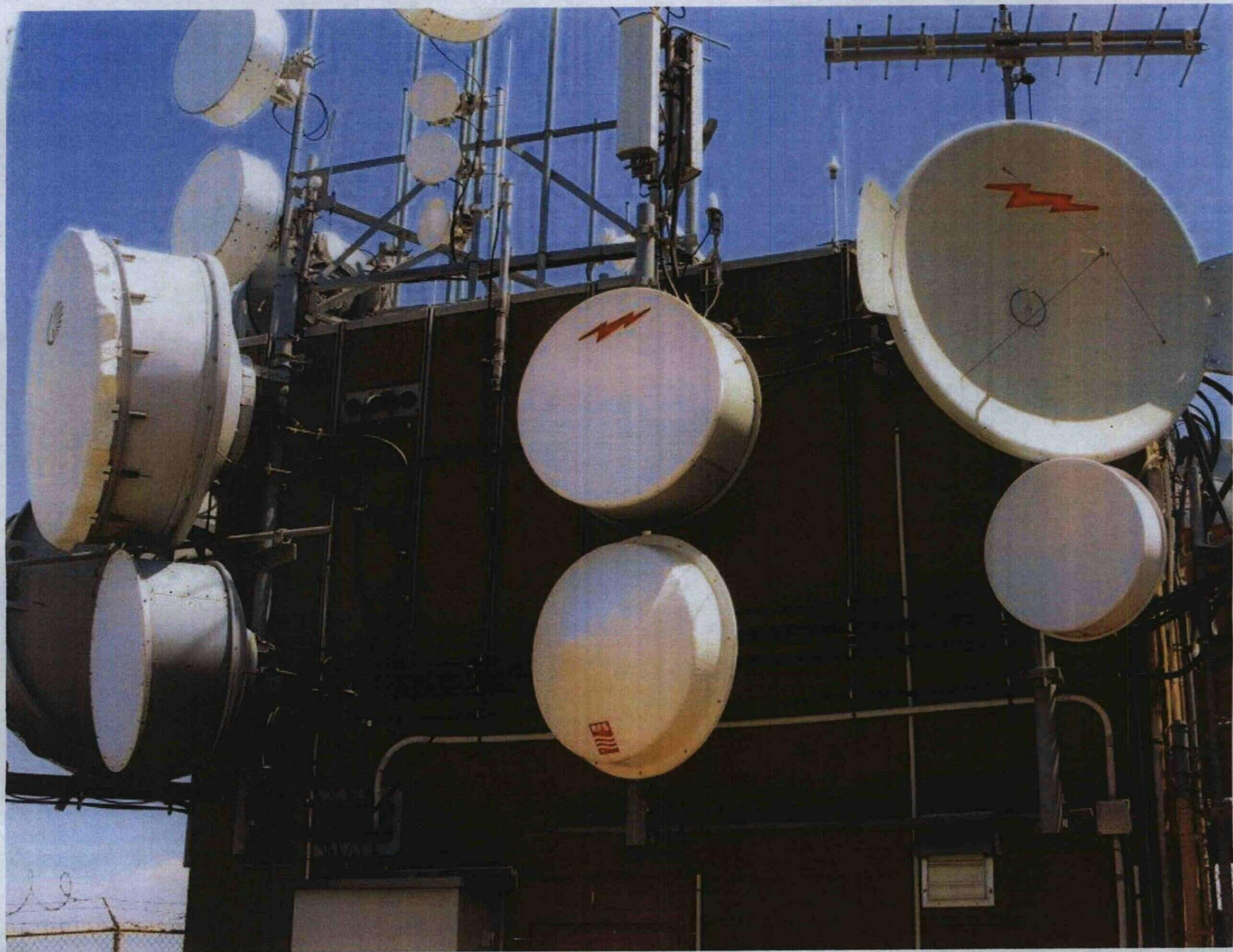


Exhibit C

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 Federal Bureau of Investigations (“LESSEE”), with an office FBI San Diego Field Office, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 2015, 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 Five (5) years and commenced on March 1, 2015..
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:

THE CITY OF SAN DIEGO, a
California municipal corporation

By: _____

Name: **Cybele Thompson**
Director, Real Estate Assets

Title: _____

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

By: _____

Name: _____

Title: _____

LESSEE:

FEDERAL BUREAU OF INVESTIGATIONS

By: _____ 5/27/15

Name: **JAMES F. DRISCOLL**
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

Title: _____

Exhibit D

Interference Protection Requirements

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

Pre-installation or pre-use Testing

- (1) LESSEE shall notify all permittees/lessees/users at the Site of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Site may be obtained from CITY and used to compile a notification list.
- (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.
- (b) A copy of these instructions, "City of San Diego Radio/Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be noted in the notification letter.

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

c. On-The-Air Tests - Technical Details

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

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

d. Radio Frequency Interference to City Radio Equipment

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

- (1) Detectable or measurable received intermodulation;
- (2) Audio distortion or noise; and
- (3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

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

f. Resulting Interference

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

TECHNICAL DATA SUMMARY

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

DATE 6/3/15

LOCATION COWELS MT APPLICANT SAN DIEGO FBI

CALL SIGN N/A CONTACT NAME ET DANIEL STENSON PHONE 858 583-3018 C
858 320-5367 D

TRANSMITTER

RECEIVER

Manufacturer CAMBium Manufacturer CAMBium

Model PTP 800 SERIES Model PTP 800 SERIES

Emission MICROWAVE

Radiated ERP 71 Watts MAX

<u>Transmit Frequency</u>	<u>Receiver Frequency</u>	<u>CTCSS or DCS</u>
1. <u>7.75 - 8.47 GHz</u>	1. <u>7.75 - 8.47 GHz</u>	1. <u>N/A</u>
2. <u>SAME</u>	2. <u>SAME</u>	2. <u>N/A</u>
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make CAMBium Make CAMBium Make N/A

Model/Type PTP 800 SERIES

Gain N/A dBd

Azimuth DIRECT SHOT FROM COWELS MT TO SD FBI FD AND FROM
COWELS MT TO OTAY MT.

REMARKS: THIS DATA IS FROM THE MFGRL DATA SHEET PROVIDED BY VSU.

ALTHOUGH IT IS NOT SPECIFIC INFORMATION, THE RANGES ARE ACCURATE.

ACTUAL EQUIPMENT S/B ARRIVING IN JULY 2015 OR PLEASE CONTACT ME AT THE PHONE #S ABOVE.

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E

Installation Standards

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

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

Exhibit F

Emergency Maintenance Procedures

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

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **[LESSEE's Emergency Contact #]**.

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.



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:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

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.

Name/Title of Signatory	Signature	Date
FOR OFFICIAL CITY USE ONLY		
Receipt Date	EBO Analyst	☐ Approved ☐ Not Approved-Reason