



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

T-MOBILE WEST LLC

At

**San Carlos Community Recreation Center
6445 Lake Badin Avenue,
San Diego, CA 92119
(SD07022A)**

CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE

This CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and T-MOBILE WEST LLC, a Delaware limited liability company, ("LESSEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY and approval by the San Diego City Attorney ("Effective Date").

RECITALS

A. CITY warrants that it owns certain real property commonly known as **San Carlos Community Recreation Center**, located at **6445 Lake Badin Avenue**, in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. LESSEE and CITY 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 130 square foot portion 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").

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

AGREEMENT

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

1. DEFINITIONS.

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

- 1.1. "Communications Equipment" means the antennas, radios, remote radio units, cabinets, coax, fiber, cable trays, utility lines, transmission lines, air-conditioners, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related equipment that LESSEE will

install and maintain on the Site, more particularly described and depicted in the Site Plans attached as Exhibit B. The Communications Equipment, shall at all times be the personal property of LESSEE during the Term.

- 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. "CITY Contact" means the CITY's Park and Rec. Supervisor or designee. For purposes of this Lease, the CITY Contact is currently Steve Pale, who can be contacted at (619) 235-1155.

2. LEASED PROPERTY.

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

3. USES.

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

- 3.1. 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.
- 3.3. Other Uses. LESSEE shall not operate the Communications Equipment or use the Site for other related or incidental activities of any kind without CITY's prior written consent, which consent shall be in CITY's sole discretion.
- 3.4. No Nuisance. LESSEE shall not use the Site in any manner which creates a nuisance, as defined in California Civil Code section 3479.

4. TERM.

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. "Lease Year" shall mean each twelve (12) month period during the Term, commencing on the

month and day of the Effective Date and continuing to the same month and day of the following year, minus one (1) calendar day.

- 4.1. Holdover. LESSEE may not continue in possession of the Site past the expiration or earlier termination of this Lease. Any holding over by LESSEE after the expiration or earlier termination of this Lease shall not be considered a renewal or extension of this Lease. The occupancy of the Site after the expiration or earlier termination of this Lease shall constitute a month-to-month tenancy at will, subject to all terms and conditions of this Lease which shall continue in full force and effect, except that LESSEE shall then pay to CITY fair market rent for the Premises, as determined by the City’s Real Estate Assets Department (READ) in its sole discretion. Any renewal of this Lease shall require approval by the City Council pursuant to San Diego Municipal Code section 22.0901(c).

- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from LESSEE’S Operations, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of LESSEE’S Operations. Except 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 and damage due to casualty not caused by LESSEE, LESSEE’s officers, employees, agents, contractors, invitees or guests, excepted.

5. RENT.

LESSEE shall pay rent to CITY in the amount of \$38,000.00 (thirty eight thousand dollars) per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows, partial years to be prorated, using a 30-day month calculation:

Lease Year Two	\$39,330.00
Lease Year Three	\$40,706.55
Lease Year Four	\$42,131.28
Lease Year Five	\$43,605.87
Lease Years Six – Ten	Market Rent Adjustments by Appraisal

The above rent schedule reflects an annual rent escalation equal to three and one-half percent (3.5%) above the annual rent for each preceding Lease Year. For the sixth through the tenth Lease Years, the rent may be adjusted upward pursuant to the “Market Rent Adjustments by Appraisal” section, below.

- 5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the annual rent for the sixth Lease Year shall be adjusted to equal the then existing market rent as determined by an appraisal, which adjustment shall be effective as of the first day of the sixth Lease Year (“Adjustment Date”). Such appraisal shall be performed by a

staff appraiser of CITY'S Real Estate Assets Department ("READ") or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases ("Qualified Appraiser") and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Site, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by LESSEE to CITY within thirty (30) calendar days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in effect immediately prior to the Adjustment Date. Once adjusted, the annual rent shall increase on each anniversary of the Adjustment Date by an amount equal to three and one-half percent (3.5%) of the annual rent paid in the preceding Lease Year. In lieu of the above adjustment to market rent, CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the rent for each year of the remaining five (5) Lease Years shall be set at three and one-half percent (3.5%) above the annual rent for each preceding Lease Year. In no event shall the rent ever decrease from the rental rate established for the previous Lease Year.

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

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

or hand delivered to:

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

LESSEE shall include CITY'S customer account number for LESSEE on the rent payment so CITY can apply the rent to the appropriate account. The place of payment may be changed at any time by CITY upon thirty (30) calendar days' prior written notice to LESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

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

6. QUIET POSSESSION.

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

7. INSURANCE.

LESSEE shall not enter the Site until it has: (a) provided to the CITY, insurance certificates reflecting evidence of all insurance required below; and (b) confirmed that all policies contain the specific provisions required below. LESSEE's liabilities, including but not limited to LESSEE's indemnity obligations, under this Lease, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Lease and LESSEE's failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by the CITY.

7.1 Types of Insurance: At all times during the term of this Lease, the LESSEE shall maintain insurance coverage as follows:

a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or a later version of this form or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

b. Commercial Automobile Liability. For all of the LESSEE's automobiles including owned, hired and non-owned automobiles, the LESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

c. All Risk Property Insurance. LESSEE shall obtain and maintain, at its sole cost, All Risk Property Insurance on all of LESSEE's insurable property related to the Communications Equipment or the Site in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY Contact.

d. Workers' Compensation. For all of the LESSEE's employees who are subject to this Lease and to the extent required by the applicable state or federal law, the LESSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the LESSEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

7.2 Deductibles: All deductibles on any policy shall be the responsibility of the LESSEE and shall be commercially reasonable.

7.3 Acceptability of Insurers: Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- 7.4 Modification: To assure protection from and against the kind and extent of risk existing with the Communications Equipment, CITY, at its reasonable discretion and upon agreement of LESSEE, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall mutually agree to obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Communications Equipment.
- 7.5 Accident Reports: LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the LESSEE's Operations. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.6 Required Endorsements: The following endorsements to the policies of insurance are required to be provided to the CITY before any work is initiated under this Lease.

7.6.1 Commercial General Liability Insurance Endorsements:

- i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.
- ii. Primary and Non-Contributory Coverage: The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives with respect to the negligence of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of LESSEE's insurance and shall not contribute to it.
- iii. Severability of Interest. The policy or policies must be endorsed to provide that the LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.6.2 Automobile Liability Insurance Endorsements:

- i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy

or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the LESSEE.

ii. Severability Of Interest. The policy or policies must be endorsed to provide that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.6.3 Worker's Compensation Insurance Endorsements:

i. Waiver of Subrogation: The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the CITY.

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 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 CITY if LESSEE'S investigations indicate the presence of any Hazardous Substances on the Site. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Site.

9. SITE PLANS.

LESSEE shall develop the Site in accordance with Site Plans approved by CITY'S Development Services Department. LESSEE'S failure to comply with the Site Plans shall be a default of this Lease if not cured within the applicable cure period.

10. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the Site Plans, LESSEE shall not construct any improvements or structures, or install additional antennas on the Site, or modify its antennas at the Site (with the exception of necessary maintenance and/or repairs, including the swapping out or replacing LESSEE's Communications Equipment within the base of the clock tower) without CITY'S prior written consent. LESSEE shall not make any structural or architectural design alterations to approved improvements or structures on the Site without CITY'S prior written consent.

- 10.1. Landscaping. LESSEE shall install landscaping and irrigation (collectively, "Landscaping") on the Site in conformance with the description of the Site and Premises set forth in Exhibit A and the approved Site Plans set forth in Exhibit B. The installation of irrigation shall include connection to CITY'S existing irrigation system at the Site. LESSEE shall maintain the Landscaping installed on the Premises or Site to the reasonable satisfaction of the CITY Contact for a period of two (2) years from the date the Landscaping passes final inspection by CITY. The Landscaping shall be maintained in accordance to CITY'S Landscape standards, attached hereto as Exhibit G, except that CITY will be responsible for watering the Landscaping during this two-year period. After the two-year period, CITY will maintain the Landscaping installed on the Premises or Site for the remainder of the Term.
- 10.2. Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, (with the exception of necessary maintenance and / or repairs, including swapping out or replacing of Communications Equipment that is located entirely within the base of the clock tower) unless: (1) LESSEE obtains CITY'S prior written consent, which shall be granted in the CITY'S sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises; 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. Additionally, obtaining the development related permits and approvals for any alterations to the Communications Equipment does not constitute written consent from the CITY in its proprietary capacity as required by this Lease.
- 10.3. Clock Tower. As partial consideration for CITY entering into this Lease, LESSEE agrees to construct a forty-eight foot (48') tall clock tower ("Clock Tower") on the Premises in the location shown on Exhibit B attached hereto. The Clock Tower shall be built in accordance with the Site Plans approved by CITY. Upon completion of the Clock Tower and CITY's approval thereof, title and ownership of the Clock Tower shall automatically, without the need for execution of further documentation and free of all liens and claims, transfer to CITY in its "AS IS" and "WHERE IS" condition without warranty or representation, except for any applicable and transferable manufacturer's warranties. Following such transfer, CITY will be solely responsible for the ongoing maintenance and upkeep of the Clock Tower, including setting the time on the clock therein, and LESSEE shall have no further responsibility in relation thereto.
- 10.4. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.
- 10.5. Repair and Restoration. 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 CITY. "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, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. Upon receipt of same, LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.

12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

12.3. 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.

13. WATER QUALITY ASSURANCES.

The CITY and LESSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the LESSEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code Sections 43.0301 to 43.0312).

Therefore, LESSEE shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code Section 43.0307(a).

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

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 CITY any areas discovered by LESSEE to exceed such federally mandated limits. LESSEE shall defend and hold the CITY harmless for any liabilities, fines or other penalties claimed or imposed against the CITY 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 CITY'S sole discretion. LESSEE warrants that LESSEE'S Operations shall not result in degraded performance or RF interference with any CITY-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 to the extent caused by it or its agents, contractors or employees;
- 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. City 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 CITY-owned communications equipment (including any towers) located on the Premises without CITY'S prior consent.
- 14.5. Interference with CITY Operations or Public Use. LESSEE'S Operations shall not interfere with CITY operations or the public's use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Site and/or Premises, 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 on the Site and/or the Premises. LESSEE shall keep the Site clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Site is damaged by any cause that puts the Site into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Site to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Site all debris resulting from the damage and restore the Site in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site (and/or the Premises if LESSEE caused the condition that rendered the Premises indecent, unsafe, unhealthy, or unsanitary) 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 (and/or Premises) 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 CITY'S prior written consent. LESSEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution

Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 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 CITY’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. CITY 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 CITY 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 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 CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE’S officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 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 CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to CITY within three (3) business 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 CITY in writing of any violation, notice to comply, or notice of

violation received or the initiation of environmental actions or private suits related to the Site.

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

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 CITY'S prior written consent, which consent shall be in CITY'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 CITY'S demand therefor, or CITY may then enter the Site and/or Premises and 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 CITY, in conformance with the description of the Site and Premises set forth in Exhibit A, the approved Site Plans set forth in Exhibit B, Park Maintenance Stands in Exhibit G 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. CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Site at any time. If CITY performs such maintenance, CITY shall provide LESSEE with at least forty-eight (48) hours' notice prior to commencing the work (except in the event of an emergency, in which case, no prior notice shall be required, but CITY shall give LESSEE notice as soon as reasonably possible thereafter), and LESSEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance on the Site.
- 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.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY'S interest in the Site, or to inspect the operations conducted on the Site. If CITY'S entry or inspection discloses that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to LESSEE, and provided LESSEE hasn't remedied such condition within such ten (10) days' notice period, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at LESSEE'S sole cost and expense, and LESSEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that the Site is not in a decent, safe, healthy, and sanitary condition, CITY may, upon notice to LESSEE, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY'S opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Lease. When accessing the equipment shelter, in the absence of an emergency event, herein defined as an event or condition reasonably believed to pose an imminent threat to the health or safety of persons or property, which determination shall be made by CITY, in CITY's sole discretion, CITY shall provide LESSEE at least forty-eight (48) hours' notice prior to accessing the equipment shelter and LESSEE shall be permitted to accompany CITY in its discretion.

20. UTILITIES.

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

21. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Site, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of LESSEE'S business or other LESSEE activities related to the Site, including, without limitation, any licenses or permits. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interests. LESSEE shall pay all such possessory interest taxes. LESSEE'S payment of taxes, fees, and assessments shall not reduce any rent due CITY. If CITY receives notice of any personal property or real property tax assessment against the Site, which may affect LESSEE and is directly attributable to LESSEE's installation, CITY shall provide timely notice of the assessment to CITY sufficient to allow LESSEE to consent to or challenge such assessment. Further, CITY shall provide to LESSEE any and all documentation associated with the assessment.

22. SUPERIOR INTERESTS.

This Lease is subject to all prior 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 such 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 or may terminate this Lease without penalty in its sole discretion.

23. ENCUMBRANCES.

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

- 23.1. Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE'S wireless communication facilities on the Site, including, but not limited to, the following: off-site improvements for service of the Site; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs, such as discounts, interest, and commissions; and architectural, engineering, and attorney fees and other normal expenses incidental to such installation.
- 23.2. Subsequent Encumbrances. After the Site is fully developed, as contemplated by this Lease and to CITY'S satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then CITY'S consent thereto may be subject, in CITY'S

sole discretion and without limitation, to increasing the rent to then-current market rates. LESSEE may use the proceeds from any such subsequent encumbrance for any purpose approved by CITY.

- 23.3. Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the approved mortgagee or beneficiary as the "LESSEE" under this Lease, with all rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.
- 23.4. Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY'S review and approval.
- 23.5. Liens. LESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with LESSEE'S use, improvement, alteration, maintenance, or repair of the Site, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE'S use, improvement, alteration, maintenance, or repair of the Site results in a lien or notice of lien being filed against the Premises and/or Site LESSEE shall, within five (5) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

24. ASSIGNMENT AND SUBLETTING.

24.1. Assignment.

- 24.1.1. 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
- 24.1.2. LESSEE shall not assign this Lease, or any interest in this Lease, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. LESSEE shall not assign this Lease, or any interest in this Lease, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.
- 24.1.3. CITY'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.

- 24.1.4. 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.
- 24.1.5. Consent by CITY 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.
- 24.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE'S interest herein by operation of law, without CITY'S prior written consent.
- 24.1.7. 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.
- 24.2. Subletting. LESSEE shall not sublet, in whole or in part, the Site, or any right or appurtenant privilege to the Site.
 - 24.2.1. Any subletting, in whole or in part, of the Site shall be void and shall be a default of this Lease, and CITY may thereupon terminate this Lease.
- 24.3. 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.

25. INDEMNIFICATION.

LESSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Lease, the granting of this Lease, or LESSEE'S occupancy, use, development, maintenance, or restoration of the Site, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the gross negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

26. OTHER GOVERNMENTAL ACTIONS.

By entering into this Lease, neither CITY nor the San Diego City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Site. Discretionary action includes, but is not limited to 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.

27. CITY'S RESERVATION OF RIGHTS.

- 27.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Site.
- 27.2. Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Site for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good subject to the terms and conditions of this Lease.
- 27.3. Entry. CITY may enter the Site to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with LESSEE'S use of the Site and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Site or to LESSEE'S Communications Equipment resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage, as reasonably determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

28. REASSIGNMENT OF SPACE.

At any time during the Term, CITY, in its reasonable discretion, may reassign LESSEE to a different location within the Premises ("Relocation Site"), if an acceptable location that complies with Charter of the City of San Diego ("Charter") §55 can be found, in the event the Site is necessary for CITY municipal operations.

- 28.1. 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 CITY construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE'S use of the Relocation Site (whichever occurs later). LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses incurred by it in performing the relocation of its equipment due to the

reassignment. CITY shall be limited to no more than one (1) reassignment during the Term.

- 28.2. 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.
- 28.3. Broadcast and/or Receiving Capability. During physical relocation of the Communications Equipment to the Relocation Site, CITY will work with LESSEE to attempt to secure an alternative CITY-approved site for LESSEE to operate temporary installed communications equipment, which may include a CITY-approved temporary wireless communication facility on the Premises and which will be installed and maintained at LESSEE'S sole cost and expense.
- 28.4. No Agreement. If CITY and LESSEE are unable to agree on an acceptable Relocation Site within ninety (90) days of CITY's notice to LESSEE of its desire to relocate the Site, then LESSEE or CITY may terminate this Lease upon thirty (30) calendar days prior written notice, without further obligation thereto.
- 28.5. Site Redefined. After a reassignment and relocation as provided in this section, the Site shall be redefined to be the Relocation Site. CITY 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 33.11 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.

29. EMINENT DOMAIN.

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

- 29.1. 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.
- 29.2. Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the reasonable opinion of CITY, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs. CITY shall provide LESSEE with the opportunity to demonstrate that the remaining part of the Site is suitable for LESSEE's Operations, and CITY shall consider any information provided in using its reasonable discretion to make said determination.
- 29.3. Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the reasonable opinion of CITY, the remaining part of the Site is suitable for continued

Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. CITY shall provide LESSEE with the opportunity to prove that the remaining portion of the Site is unsuitable for continued LESSEE Operations, and CITY shall consider any information provided in using its reasonable discretion to make said determination. 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.

- 29.4. Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then-remaining leasehold interest in installations or improvements of LESSEE and any award attributable to the cost of LESSEE relocating its facilities. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- 29.5. Transfer. CITY may transfer CITY'S interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Site in accordance with this Lease.
- 29.6. No Inverse Condemnation. CITY'S exercise of any right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

30. TERMINATION, DEFAULT AND REMEDIES.

- 30.1. Termination. LESSEE may terminate this Lease if the Site has been rendered unusable by industry standards as a communications facility under this Lease provided that: (a) new construction near the Site prevents the required distribution of radio frequency; (b) written notice is delivered to CITY by certified mail no less than one hundred fifty (150) calendar days prior to the scheduled termination date; and (c) the remaining rent under the terms of this Lease is paid to CITY at its present value, calculated with a six percent (6%) Discount interest rate for the remaining Term. For example, if LESSEE were to terminate this Lease with two (2) years remaining on the Term, the termination fee shall be equal to the present value on the remaining rent payable under this Lease using a discount interest factor of six percent (6%). Notwithstanding the above, LESSEE may not terminate this Lease under any circumstances during the first five (5) years of the Term.
- 30.2. Default. Each of the following shall constitute an event of default under this Lease:
- 30.2.1. LESSEE'S failure to make any payment required under this Lease when due, if the failure continues for ten (10) calendar days past due following written notice of the failure by CITY;

- 30.2.2. LESSEE'S breach of any of its obligations under this Lease, other than those requiring payment to CITY, and LESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY; or, (ii) if such breach is not curable within thirty (30) calendar days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;
- 30.2.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;
- 30.2.4. 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;
- 30.2.5. LESSEE is adjudicated a bankrupt;
- 30.2.6. LESSEE makes a general assignment for the benefit of creditors; and
- 30.2.7. LESSEE uses the Site for any unauthorized purpose.

30.3. Remedies.

- 30.3.1. General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.
- 30.3.2. For Monetary Default. Upon LESSEE'S default for nonpayment under Section 30.2.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.
- 30.3.3. For Non-Monetary Default. Upon LESSEE'S default based upon Sections 30.2.2 through 30.2.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 30.2.2 through 30.2.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.
- 30.3.4. CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:

- 30.3.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
 - 30.3.4.2. 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
 - 30.3.4.3. 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
 - 30.3.4.4. Any other amount necessary to compensate CITY for the detriment proximately caused by LESSEE'S failure to perform LESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus
 - 30.3.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.
 - 30.3.4.6. As used in Sections 30.3.4.1 and 30.3.4.2, 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 30.3.4.3, 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 CITY under this Lease.
 - 30.3.4.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.
- 30.4. Leasehold Pledged as Security. If LESSEE is in default under this Lease and the leasehold is pledged as security for a CITY-authorized encumbrance, CITY shall notify the mortgagee or beneficiary thereof of LESSEE'S default. CITY shall allow such mortgagee or beneficiary thirty (30) calendar days to cure the default or, if the default is not curable within thirty (30) calendar days, to commence to cure the default and diligently pursue the cure to completion. CITY may, in its sole discretion, extend such time to cure the default if CITY deems that the mortgagee or beneficiary is pursuing the cure with reasonable diligence.
- 30.4.1. If the mortgagee or beneficiary is required to exercise its right to cure a default through litigation or foreclosure, then CITY may take the following actions to expeditiously cure the default:

- 30.4.1.1. CITY 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 CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;
 - 30.4.1.2. CITY may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of CITY; or
 - 30.4.1.3. CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY'S early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.
- 30.4.2. If the default is not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee are approved by CITY, may substitute itself in the place of LESSEE by assuming all of LESSEE'S rights and obligations under this Lease. If such a lender notifies CITY of its intention to substitute itself in LESSEE'S place, in writing, within thirty (30) calendar days after receipt of CITY'S notice of default, and the default is cured by the lender, then this Lease will not terminate pursuant to the default. Subject to such a cure and LESSEE'S assignment to the lender of LESSEE'S rights and obligations under this Lease, CITY shall consent to the assignment.
- 30.5. Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE'S interest in the Site. If LESSEE fails or refuses to deliver any such quitclaim deed, CITY may prepare and record a notice reciting LESSEE'S failure to perform such obligation, and such notice shall be conclusive evidence of the termination of this Lease and termination of LESSEE'S rights to the Site.
- 30.6. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, this Lease shall continue in effect as long as CITY does not terminate this Lease, and

CITY may enforce all its rights and remedies under this Lease, including, without limitation, the right to recover the rent as it becomes due, plus damages.

30.7. Waiver. Either party'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 the waiving party in order to constitute a valid and binding waiver. A party's delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY'S acceptance of any rent shall not be a waiver of any default preceding the rent payment. The property constituting the Site is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. CITY'S failure to discover a breach or default or take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but CITY may, at all times, require the cure of any breach or default regardless of when discovered.

31. REMOVAL AT END OF TERM.

LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Lease, and provided LESSEE continues to pay rent during such period, remove its Communications Equipment and all personal property and repair any damage to the Site caused by such removal, at LESSEE'S sole cost and expense. CITY agrees and acknowledges that all of the Communications Equipment and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. Any property not so removed shall upon thirty (30) days' notice to LESSEE be deemed abandoned and may be removed or disposed of by CITY in such a manner as CITY shall determine and at LESSEE's reasonable expense, without any obligation on the part of CITY to account to LESSEE for any proceeds therefrom. LESSEE has no right of possession of the Site or any part thereof beyond the expiration of that removal period set forth in this Section 31.

32. 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:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / Site No. SD07022A

If to CITY:

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

- 32.1. Address Changes. Any party entitled or required to receive notice under this Lease may, by like notice given at least twenty (20) days in advance, designate a different address to which notices shall be sent.
- 32.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

33. MISCELLANEOUS PROVISIONS.

- 33.1. 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.
- 33.2. Entire Understanding. This Lease contains the entire understanding of the Parties. CITY and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE'S Operations. Each party has relied on its own examination of the Site, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each party to this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Site, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.
- 33.3. Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE'S Operations, by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.
- 33.4. 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.
- 33.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 33.6. 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.

- 33.7. 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.
- 33.8. Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to LESSEE'S obligation to pay rent. If CITY or LESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 33.9. CITY'S Consent or Approval. Whenever required under this Lease, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor or his designee, unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 33.10. 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.
- 33.11. 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.
- 33.12. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of LESSEE'S service requests upon receipt of LESSEE'S payment of the applicable fee. The fee schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.
- 33.13. 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.
- 33.14. California Public Records Act. CITY shall determine in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act (CCPRA). LESSEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 33.15. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that neither the Site nor the Premises have been inspected by a Certified Access Specialist (CAS).

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

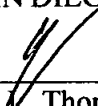
- 33.16. Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 33.17. Number and Gender. In this Lease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 33.18. Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
- 33.19. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 33.20. Exhibits Incorporated. All exhibits referenced in this Lease are incorporated into the Lease by this reference.

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

Date: 9/22/2017 T-MOBILE WEST LLC, a Delaware limited liability company

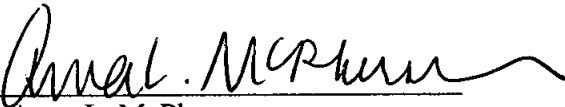
By: 
Name: Jon Zumsteg
Title: Director of Engineering

Date: 10/3/17 THE CITY OF SAN DIEGO, a California municipal corporation

By: 
Name: Cybele L. Thompson
Title: Director, Real Estate Assets Department

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

CATEGORICAL EXEMPTION: 15301 (EXISTING FACILITIES) and 15303 (NEW CONSTRUCTION)

Date: October 2, 2017 By: 
Name: Anna L. McPherson
Title: Senior Planner

Approved as to form this 5th day of October, 2017

MARA W. ELLIOTT, City Attorney

By: 
Melissa Ables, Deputy City Attorney

Exhibit A
Description of Site and Premises

CITY Site Name: San Carlos Recreation Center

CITY Site ID No.: _____

LESSEE Site No.: SD07022A (San Carlos Recreation Center – Clock Tower)

Location: 6445 Lake Badin Avenue

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

All of Lots 579, 580 and the Westerly 145.00 feet of Lot 578 of San Carlos Unit No. 7, in the City of San Diego, County of San Diego, State of California, according to Map No. 4927, filed in the office of the County Recorder of San Diego County, on March 2, 1962.

Assessor's Parcel Number: **457-400-06**

Description of Site:

The Site consists of one (1) 48' CMU clock tower with nine (9) antennas mounted inside behind FRP screen panels. All associated ground equipment will also be located within the clock tower.

Exhibit B

Site and Equipment Plans

[see following pages]

T-Mobile®

Stick Together®

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

EXHIBIT "A"

Project Number:

Approval Date:

Sheet:

T-Mobile®
Stick Together®
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING, INC.
11000 LINDSEY DRIVE, SUITE 100, SAN DIEGO, CA 92121
TEL: (619) 594-1100 FAX: (619) 594-1101

CONSULTANT:
smartlink

18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 861-2201
FAX: (949) 387-2275

SITE NUMBER: SD07022A

SITE NAME: SAN CARLOS RECREATION CENTER

SITE TYPE: DEVELOPED PARK

CITY:

COUNTY:

JURISDICTION: CITY OF SAN DIEGO

SAN DIEGO

SAN DIEGO

CONSTRUCTION DRAWING

IF USING 11"x17" PLOT, DRAWINGS WILL BE HALF SCALE

PROJECT SUMMARY:

SITE ADDRESS:

6445 LAKE BADIN AVE
SAN DIEGO, CA 92119

PROPERTY OWNER:

CITY OF SAN DIEGO

CONTACT:

PHONE: (619) 236-6052

PROJECT DESCRIPTION:

PROJECT ENTails THE FOLLOWING:

- INSTALL (1) PROPOSED 48'-0" CLOCK TOWER (CW = 46'-3" LF / FRP PANELS = 260.32 SF)
- INSTALL (9) PROPOSED T-MOBILE PANEL ANTENNAS
- INSTALL (2) PROPOSED T-MOBILE RUS-11
- INSTALL (2) PROPOSED T-MOBILE RUS 6102 CABINET
- INSTALL (1) PROPOSED T-MOBILE METER PODIAL
- INSTALL (1) PROPOSED T-MOBILE GPS ANTENNA
- INSTALL (5) PROPOSED T-MOBILE (1'x4') FLUORESCENT LIGHTS
- INSTALL (3) PROPOSED T-MOBILE DOWNLIGHTS AT NEW TOWER CLOCK FACES
- INSTALL PROPOSED LANDSCAPING TO REPLACE (2) LIVE TREES TO BE REMOVED

ZONING:

OR-1-1 (OPEN SPACE PARK)

LATITUDE:

32.788119 N

LONGITUDE:

-117.022032 W

APN:

457-400-06-00

LEGAL DESCRIPTION:

ALL OF LOTS 579, 580 AND THE WESTERLY 145.0 FT OF LOT 578 OF SAN CARLOS UNIT NO. 7, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 4927

PROPOSED T-MOBILE LEASE AREA (FOOTPRINT):

±130 SQ. FT.

CONSULTING TEAM:

PROJECT MANAGER:

T-MOBILE USA
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121
CONTACT: JOEY ROSE
PHONE: (858) 334-6112
EMAIL: joeyr@t-mobile.com

ARCHITECTURAL ENGINEERING:

NATIONAL ENGINEERING & CONSULTING, INC.
27 ORCHARD
LAKE FOREST, CA 92630
CONTACT: ADRIENNE EVANS
PHONE: (949) 716-9990
FAX: (949) 716-9997

SITE ACQUISITION AND ZONING:

SMARTLINK
18321 VON KARMAN AVE., STE 910
IRVINE, CA 92612
CONTACT: JERRAD PLOOF
MOBILE: (858) 344-4444
FAX: (410) 263-5470
EMAIL: jerrad.ploof@smartlink.com

STRUCTURAL ENGINEER:

NATIONAL ENGINEERING & CONSULTING, INC.
27 ORCHARD
LAKE FOREST, CA 92630
CONTACT: MICHAEL O'BRIEN
PHONE: (949) 716-9990
FAX: (949) 716-9997

RF ENGINEER:

T-MOBILE USA
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121
CONTACT: NICK HASS
PHONE: (858) 334-6138
EMAIL: nick.hass@t-mobile.com

CONSTRUCTION MANAGER:

T-MOBILE USA
10509 VISTA SORRENTO PARKWAY
SUITE 206
SAN DIEGO, CA 92121
CONTACT: KIRI BABCOCK
PHONE: (858) 334-6138
EMAIL: kiri.babcock@t-mobile.com

SHEET INDEX:

SHEET:

- T-1 TITLE SHEET
- T-2 GENERAL NOTES AND SPECIFICATIONS
- T-3 GENERAL NOTES AND SPECIFICATIONS
- T-4 SPECIAL INSPECTION AND STRUCTURAL OBSERVATION
- T-5 SUPPLEMENT
- T-6 APPROVED PHOTOGRAPHS
- LS-1 TOPOGRAPHIC SURVEY
- LS-2 TOPOGRAPHIC SURVEY
- A-1 SITE PLAN AND LESSEE'S CERTIFICATE
- A-1.1 ENLARGED SITE PLAN
- A-1.2 DEMO & PROPOSED ENLARGED SITE PLANS
- A-1.3 DEMO WATER REQUIREMENTS PER CITY OF SAN DIEGO
- A-1.4 CITY OF SAN DIEGO STANDARD DRAWING DETAILS
- A-2 CLOCK TOWER FLOOR, ANTENNA & EQUIPMENT MOUNT PLANS
- A-2.1 BUILDING DEMO PLAN, REFLECTED CEILING PLAN AND PARTIAL SECTION VIEW
- A-3 ARCHITECTURAL ELEVATIONS
- A-4 ARCHITECTURAL ELEVATIONS
- A-5 ARCHITECTURAL ELEVATIONS
- A-6 ARCHITECTURAL ELEVATIONS
- A-7 ARCHITECTURAL DETAILS
- S-1 CLOCK TOWER ANTENNA AND FLOOR PLANS
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- S-3 CLOCK TOWER ANTENNA ELEVATIONS
- SD-1 STRUCTURAL JUNKIES
- SD-2 STRUCTURAL DETAILS
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- SD-4 STRUCTURAL DETAILS
- SD-5 STRUCTURAL DETAILS
- SD-6 STRUCTURAL DETAILS
- SD-7 ELECTRICAL-SITE PLAN
- SD-8 EQUIPMENT POWER, LIGHTING AND GROUNDING POINTS
- SD-9 SOUNDING DETAILS
- SD-10 ELECTRICAL DETAILS
- SD-11 CONCEPTUAL LANDSCAPE PLAN
- SD-12 CONCEPTUAL IRRIGATION PLAN

APPROVALS:

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

PRINT NAME SIGNATURE DATE

LANDLORD _____
ZONING REP. _____
CONST. MGR. _____
PROJECT MGR. _____
ZONING MGR. _____
RF ENGINEER _____
SAC REP. _____



DIRECTIONS FROM SAN DIEGO T-MOBILE OFFICE:

1. HEAD SOUTHEAST ON VISTA SORRENTO PARKWAY
2. TURN RIGHT ONTO SORRENTO VALLEY RD
3. SLIGHT RIGHT ONTO THE INTERSTATE 805 S RAMP
4. MERGE ONTO I-805 S
5. TAKE THE CA-52 EXIT
6. KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR STATE 52 E AND MERGE ONTO CA-52 E/STATE 52 E
7. TAKE THE CALIFORNIA 125 S EXIT
8. MERGE ONTO CA-125 S
9. TAKE THE NAVAJO RD EXIT
10. TURN RIGHT ONTO NAVAJO RD
11. TURN LEFT ONTO BRADLER LAKE AVE
12. TAKE THE 2ND RIGHT ONTO BRADLER LAKE DR
13. TAKE THE 1ST LEFT ONTO LAKE BADIN AVE

DESTINATION WILL BE ON THE LEFT

APPLICABLE CODES

- ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:
1. 2013 CALIFORNIA ADMINISTRATIVE CODE (CAC)
 2. 2013 CALIFORNIA BUILDING CODE (CBC)
 3. 2013 CALIFORNIA ELECTRICAL CODE (CEC)
 4. 2013 CALIFORNIA ENERGY CODE (CEC)
 5. 2013 CALIFORNIA MECHANICAL CODE (CMC)
 6. 2013 CALIFORNIA PLUMBING CODE (CPC)
 7. ANSI/ASHRAE-222-5 LIFE SAFETY CODE NFPA-101
 8. LOCAL BUILDING CODE

POWER & TELCO UTILITY CONTACTS

POWER: TELCO:
POWER COMPANY: TBD PHONE COMPANY: TBD
CONTACT: TBD CONTACT: TBD
PHONE: TBD PHONE: TBD



CALL TOLL FREE 811 AT LEAST TWO WORKING DAYS BEFORE YOU DIG

DEFERRED APPROVALS

STANDARD PER PER CBC SECTION 905 SHALL BE PROVIDED AS A DEFERRED SUBMITTAL

PARK INSPECTION INFORMATION

SEE SHEET T-4 FOR PARK INSPECTION STAGES AND PARK INSPECTION TEAM

NO.	DATE	DESCRIPTION	BY
1	07/16/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	J5

SD07022A
SAN CARLOS RECREATION CENTER
6445 LAKE BADIN AVE
SAN DIEGO, CA 92119



SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

29. STAIR TREADS SHALL BE MARKED BY A STRIP OF CLEARLY CONTRASTING COLOR AT LEAST 2-INCHES WIDE AND PLACED PARALLEL TO AND NOT MORE THAN 1 INCH FROM THE NOSE OF THE STEP. ALL TREAD SURFACES SHALL BE SLIP RESISTANT. NOSEING SHALL NOT PROJECT MORE THAN 1-1/2 INCHES ABSE THE FACE OF THE RISER BELOW.

7. ALL VISIBLE ANTENNAS, ANTENNA SUPPORT STRUCTURES, CABLE TRAYS, EQUIPMENT MUST BE PAINTED TO BLEND WITH SURROUNDING ELEMENTS - U.S.G.

SECTION 24 ACCESS REQUIREMENTS.

MASONRY

1. ALL MASONRY SHALL HAVE MINIMUM COMPRESSIVE STRENGTH f_m OF 1,500 PSI.
2. MASONRY UNITS SHALL BE NORMAL WEIGHT BLOCK CONFORMING TO ASTM C90, GRADE 80 OR 80M. UNITS SHALL HAVE MINIMUM NET AREA COMPRESSION STRENGTH OF 1,800 PSI. CONCRETE BLOCKS MUST BE TESTED IN ACCORDANCE WITH ASTM C140.
3. MASONRY SHALL BE "RANDOM" WELD CONFORMING TO ASTM C927, TYPE "S". MASONRY SHALL BE PREPARED AND UNIFORMLY WELDED AND SHALL BE TO BUILDING CODE SECTION 2103.8.
4. GROUT SHALL CONFORM TO ASTM C476 AND BE PROPORTIONED PER BUILDING CODE TABLE 2103.7.1. MINIMUM GROUT COMPRESSIVE STRENGTH SHALL EQUAL OR EXCEED THE GREATER OF 2,000 PSI OR THE REQUIRED f_m .
5. REINFORCING BARS SHALL CONFORM TO ASTM A706 OR ASTM A615, GRADE 60 UNCL.
6. CONTINUOUS WIRE REINFORCING (LIGHT REINFORCING) SHALL BE GALVANIZED TRUSS OR LADDER TYPE FORMED HOW 9 GAUGE COLD-DRAWN STEEL WIRE CONFORMING WITH ASTM A62.
7. ALL MASONRY BLOCKS SHALL CONFORM WITH EACH OTHER IN COLOR, TEXTURE AND SIZE WHERE APPLICABLE. BLOCK SIZE, COLOR, TYPE AND TEXTURE SHALL BE AS INDICATED ON THE DRAWINGS. PROVIDE ACCESSORY BLOCKS AS INDICATED AND REQUIRED. WHERE CUTTING IS REQUIRED, BLOCKS SHALL BE SAWCUT.
8. COURSEWORK SHALL BE COMMON RUNNING BOND (UNLESS NOTED OTHERWISE), WITH 3/4" CORNER JOINTS. JOINTS SHALL BE TOGGLED COMPLETELY AND BE UNIFORM IN SIZE. USE CARE TO PREVENT MORTAR AND GROUT SPALLAGE ON THE FACE OF THE MASONRY. CLEAN SUCH SPALLAGE IMMEDIATELY. REPAIR ANY DAMAGE OF INTERSECTIONS BETWEEN BLOCKS AND REMOVE STAINS AT THE COMPLETION OF WORK.
9. THE INTERSECTIONS WALLS BY OVERLAPPING UNITS IN ALTERNATE COURSES. ROUGHEN AND CLEAN CONCRETE BEARING SURFACES FOR THE PLACEMENT OF THE FIRST COURSE. VERTICAL HEAD JOINTS SHALL BE FILLED SOLID AND SHOWED TO MATCH TO PROMOTE BOND TO BOTH BLOCKS.
10. AT VERTICAL REINFORCING LOCATIONS, PROVIDE BOWLS FROM FOOTING TO MATCH SIZE AND SPACING OF VERTICAL WALL REINFORCING. BOWLS SHALL BE EMBEDDED INTO THE FOOTING A MINIMUM OF 8" AND SHALL HAVE A NO DEGREE HOOK. DESPITE FOOTING WHERE REQUIRED FOR BOWLS. WHEN A FOUNDATION GROUT DOES NOT LINE UP WITH A VERTICAL BLOCK CORE, IT SHALL NOT BE SLOPED MORE THAN ONE HORIZONTAL IN A VERTICAL.
11. SPACED BARS (INCLUDING BOWLS) SHALL BE LAPPED 48 BAR DIAMETERS UNIFORM OR 24", WHICHEVER IS GREATER. SPACED BARS SHALL BE WELDED TO MATCH SIZE AND SPACING OF VERTICAL WALL REINFORCING. BOWLS SHALL BE EMBEDDED INTO THE FOOTING A MINIMUM OF 8" AND SHALL HAVE A NO DEGREE HOOK. DESPITE FOOTING WHERE REQUIRED FOR BOWLS. WHEN A FOUNDATION GROUT DOES NOT LINE UP WITH A VERTICAL BLOCK CORE, IT SHALL NOT BE SLOPED MORE THAN ONE HORIZONTAL IN A VERTICAL.
12. VERTICAL REINFORCING BARS SHALL HAVE A MINIMUM CLEARANCE OF 3/4" FROM THE MASONRY AND NOT LESS THAN ONE DIAMETER BETWEEN BARS.
13. BOND BEAMS WITH A HORIZONTAL BAR OR BARS SHALL BE PROVIDED AT 48 INCHES ON CENTER AND ALL FLOOR AND ROOF AND AT THE TOP OF THE WALL. PROVIDE A BOND BEAM WITH A HORIZONTAL BAR OR BARS OVER ALL OPENINGS AND EXTEND THESE BARS 2'-0" PAST THE OPENING AT EACH END. PROVIDE A BAR OR BARS VERTICALLY FOR THE FULL HEIGHT OF THE WALL AT EACH SIDE OF OPENINGS. WALL CORNER INTERSECTIONS. PROVIDE CORNER BARS TO MATCH THE HORIZONTAL WALL REINFORCING AT WALL INTERSECTIONS.
14. REINFORCING STEEL SHALL BE SECURED IN PLACE BEFORE GROUTING BEAMS. VERTICAL BARS SHALL BE HELD IN POSITION AT THE TOP, BOTTOM AND AT INTERVALS NOT EXCEEDING 200 DIAMETERS OF THE REINFORCING BAR, NOT 10 FEET.
15. SEE DRAWINGS FOR LOCATION OF VERTICAL CONTROL JOINTS. HORIZONTAL BOND BEAM AND LATEL REINFORCING SHALL BE CONTINUOUS ACROSS VERTICAL CONTROL JOINTS.
16. ALL CELLS SHALL BE GROUTED SOLID. GROUTING OF MASONRY BEAMS AND LATEL SHALL BE DONE IN ONE CONTINUOUS OPERATION. GROUTING SHALL BE STOPPED 1'-1/2" BELOW THE TOP OF A COURSE SO AS TO FORM A KEY AT THE POOR JOINT. FILL CELLS WITH GROUT WITH MAXIMUM 4"-0" LITS. CRITICAL CELLS SHALL HAVE A VERTICAL ALGUMENT TO MAINTAIN A CONTINUOUS UNDISTURBED CELL AREA NOT LESS THAN 30".
17. ALL SOLID BARS EMBEDDED IN MASONRY SHALL BE GROUTED SOLIDLY IN PLACE WITH NOT LESS THAN 2" OF GROUT SURROUNDING THE BAR.
18. PROVIDE BOND BEAM UNITS AND BRICK SHELF ANGLES ABOVE ALL WALL OPENINGS PER DETAILS. SEE THE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF ALL OPENINGS.
19. THE MASONRY CONTRACTOR SHALL PROVIDE ALL REQUIRED TEMPORARY WALL BRACING DURING CONSTRUCTION.
20. ALL RETAINING WALLS SHALL HAVE AT LEAST 1" OF FREE-DRAINING GRANULAR BACKFILL FULL HEIGHT OF WALL. PROVIDE CONTROL JOINTS IN RETAINING WALLS AT APPROXIMATELY EQUAL INTERVALS NOT TO EXCEED 25 FEET NOR 3 TIMES THE WALL HEIGHT. PROVIDE EXPANSION JOINTS AT EVERY FOURTH CONTROL JOINT, UNLESS OTHERWISE INDICATED. SEAL RETAINING FACE OF WALL AND FOOTING WITH 2 COATS OF HEAVY'S 502 ASPHALTIC MASTIC. PROVIDE CONTINUOUS INSPECTION.

FOUNDATIONS - GENERAL

GEOTECHNICAL REPORT BY: TORO INTERNATIONAL
PROJECT #: 14-1018, DATED MARCH 10, 2015.

1. BOTTOM OF EXTERIOR FOOTINGS SHALL BEAR A MINIMUM OF 18" BELOW FINAL GRADE AND BEAR ON FIRM NATURAL OR COMPACTED SOIL.
2. ALL FOOTINGS HAVE BEEN DESIGNED BASED UPON AN ASSUMED SOIL BEARING PRESSURE OF 3,000 PSF UNLESS NOTED OTHERWISE.
3. CHASSIS SHALL BE EMBEDDED A MINIMUM OF 8"-0" BELOW FINAL GRADE.
4. CHASSIS ALLOWABLE END BEARING CAPACITY SHALL BE 8,000 PSF.
5. CHASSIS ALLOWABLE SOIL FRICTION CAPACITY SHALL BE 120 PSF DOWNWARD AND 100 PSF UPWARD.
6. CHASSIS PASSIVE EARTH PRESSURE SHALL BE 310 PSF WITH A MAXIMUM VALUE OF 4,500 PSF.
7. ALL BEARING MATERIAL SHALL BE INSPECTED BY THE INDEPENDENT TESTING AGENCY PRIOR TO CONCRETE PLACEMENT. THE INDEPENDENT TESTING AGENCY SHALL BE THE SOLE JUDGE AS TO THE SUITABILITY OF THE BEARING MATERIAL. FOOTING ELEVATIONS SHALL BE ADJUSTED AS REQUIRED.
8. FOUNDATION WALLS THAT RETAIN EARTH SHALL BE BRACED AGAINST BACKFILLING PRESSURES UNTIL THE SLABS AT TOP AND BOTTOM ARE IN PLACE AND CURED AS REQUIRED.
9. CONTRACTOR SHALL PROVIDE ALL BRACING AS REQUIRED.
10. CONTRACTOR SHALL PROVIDE TEMPORARY AND PERMANENT BRACING FOR SURFACE WATER, GROUND WATER AND SEEPAGE WATER AS REQUIRED.
11. CONTRACTOR SHALL PROTECT ALL UTILITY LINES, ETC. ENCOUNTERED DURING EXCAVATIONS AND BACKFILLING. ALL BACKFILL SHALL BE PROPERLY COMPACTED.
12. ALL FOOTINGS HAVE BEEN DESIGNED BASED UPON AN ASSUMED SOIL BEARING PRESSURE OF 3,000 PSF UNLESS NOTED OTHERWISE.
13. CONTRACTOR SHALL PROVIDE SOIL PREPARATION IN ACCORDANCE WITH THE REFERENCED GEOTECHNICAL REPORT.

FIRE RESISTANCE REQUIREMENTS

1. CONTRACTOR TO PROVIDE FLAME STOP 10'S (OR OTHER APPROVED METHOD OF FIRE PREVENTION) TO TOWER BRANCHES, AND/OR OTHER COMBUSTIBLE MATERIALS AS OUTLINED IN SECTIONS 602 & 603 OF 2015 CBC.

STRUCTURAL STEEL

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST REVISED EDITION OF THE AISC SPECIFICATION OF STEEL CONSTRUCTION, WHICH INCLUDES SPECIFICATION FOR STRUCTURAL STEEL QUALITIES. CODE OF STAINLESS STEEL PER AISC 2103.
2. STRUCTURAL STEEL SHOP DRAWINGS SHALL BE REVIEWED BY THE ENGINEER/ARCHITECT PRIOR TO FABRICATION.
3. GROUTING OF COLUMN BASE PLATES: BASE PLATES SHALL BE DETACHED ON GROUTED WITH HIGH-STRENGTH, NON-SHRINKING GROUT. MINIMUM COMPRESSIVE STRENGTH SHALL BE 4,000 PSI AT 28 DAYS. ALL SURFACES SHALL BE PROPERLY CLEANED OF FOREIGN MATERIAL. GROUTING AND WELDING SHALL BE DONE PRIOR TO FABRICATION.
4. ALL EXPOSED WELDS SHALL BE FILLED AND GROUND SMOOTH WHEN METAL COULD COME IN CONTACT WITH THE PUBLIC.
5. ALL HOLES OTHER THAN THOSE SPECIFICALLY DETAILED SHALL BE ALLOWED THRU STRUCTURAL STEEL MEMBERS. BOLT HOLES SHALL CONFORM TO AISC SPECIFICATION AND SHALL BE STANDARD HOLES UNLESS OTHERWISE NOTED. NO CUTTING OR BURNING OF STRUCTURAL STEEL SHALL BE PERMITTED WITHOUT PRIOR CONSENT OF THE ENGINEER. HOLES IN STEEL SHALL BE DRILLED OR PUNCHED. ALL SLOTTED HOLES SHALL BE PROVIDED WITH SMOOTH EDGES. BURNING OF HOLES AND TORCH CUTTING AT THE SITE IS NOT PERMITTED.
6. WELDING: CONFORM TO AWS D1.1. WELDERS SHALL BE CERTIFIED.
7. BOLTING: ASTM A307 BOLTS SHALL BE INSTALLED "TIGHT" PER AISC SECTION 10 (BOLT SECTION 10C (B)). ASTM A307 BOLTS SHALL CONFORM TO AISC SECTION 8 (B) (BOLT SECTION 8C (B)).
8. FABRICATION: CONFORM TO AISC SPECIFICATION SEC. 102 "FABRICATION" AND AISC CODE SEC. 8 "FABRICATION AND DELIVERY" PERFORM WORK ON PREMISES OF A FABRICATOR APPROVED BY THE BUILDING OFFICIAL.
9. GALVANIZING: ALL EXPOSED STEEL OUTSIDE THE BUILDING ENVELOPE SHALL BE HOT-DIPPED GALVANIZED. APPLY FIELD TOUCH-UPS PER ASTM A153.
10. ALL FRAMING CONNECTIONS SUCH AS CONCRETE ANCHORS, HELD-DOWNS, POOL BASES, FRAMING CAPS, WAGONER AND ARCHITECTURAL STRUCTURAL METALS SHALL BE AS MANUFACTURED BY SAMPSON STRONG CO. OR APPROVED EQUAL.
11. ALL STRUCTURAL STEEL EXPOSED TO EARTH SHALL HAVE 3" CONCRETE COVER.
12. MATERIALS SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
ANCHOR BOLTS/RODS: ASTM F1554, GRADE 36
BOLTS IN WOOD: ASTM A307
BOLTS - HIGH STRENGTH: ASTM A325/308 OR A327M
C-, U-, AND ANGLE SHAPES: ASTM A36
DEFORCED WELDED WIRE FABRIC: ASTM A997
GROUT: EMBEDED GROUT EQUIVALENT
OTHER STRUCTURAL SHAPES: ASTM A36
REINFORCING BARS (WELDED): ASTM A706
REINFORCING BARS (WELDED): ASTM A706
SMOOTH WELDED WIRE FABRIC: ASTM A615
STEEL GRATING: AISI/ANSI/MSD 531-00
STEEL PIPE: 16.5 GAUGE OR HEAVIER, BLACK, ANNEALED
TUBE STEEL & PIPE COLUMNS: ASTM A500, GRADE B
W - SHAPES: ASTM A992, GRADE 50
WELDING ELECTRODES: E70XX FOR STRUCTURAL STEEL
E60XX FOR REINFORCING BARS
E60XX FOR WELDED WIRE FABRIC

EXPAND AND EXPANSION ANCHORS

1. EXPAND OR EXPANSION ANCHORS SHALL NOT BE USED EXCEPT WHERE SPECIFICALLY SHOWN ON THE PLANS OR WHEN APPROVED IN ADVANCE BY THE STRUCTURAL ENGINEER.
2. DRILLED HOLES SHALL BE PREPARED AND ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE CURRENT ICC REPORT.
3. SPECIAL INSPECTION SHALL BE DONE IN ACCORDANCE WITH BUILDING CODE AND THE SPECIFIC INSPECTION REQUIREMENTS SET FORTH IN THE CURRENT ICC REPORT.
4. ANCHOR RODS USED FOR EXISTING ANCHORS SHALL BE THE TYPE SPECIFIED IN THE REFERENCED ICC REPORT.
5. THE ANCHOR SIZE AND EMBEDMENT SHALL BE AS INDICATED ON THE PLANS.
6. WHERE PERMITTED, EXISTING ANCHORS SHALL BE COMPLETED WITH THE FOLLOWING ALLOWED PRODUCTS:
WALL RE-300 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-1000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-1200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-1400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-1600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-1800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-2000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-2200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-2400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-2600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-2800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-3000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-3200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-3400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-3600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-3800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-4000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-4200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-4400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-4600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-4800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-5000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-5200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-5400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-5600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-5800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-6000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-6200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-6400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-6600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-6800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-7000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-7200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-7400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-7600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-7800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-8000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-8200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-8400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-8600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-8800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-9000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-9200 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-9400 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-9600 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-9800 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY
WALL RE-10000 SO (CCC ESR-1332, LAR-25700) - CONCRETE ONLY

SEISMIC GAS SHUT-OFF VALVE

1. WHEN THE LOCAL JURISDICTION REQUIRES, THE CONTRACTOR SHALL INSTALL A "GAS SHUT-OFF DEVICE" (SEISMIC GAS SHUT-OFF VALVE) ON LIQUID PETROLEUM GAS STORAGE TANKS) AT NO ADDITIONAL CHARGE TO THE OWNER.
2. "GAS SHUT-OFF DEVICE" MAY CONSIST OF A "SEISMIC GAS SHUT-OFF DEVICE" OR "SEISMIC GAS SHUT-OFF DEVICE" (SEISMIC GAS SHUT-OFF VALVE) ON LIQUID PETROLEUM GAS STORAGE TANKS) AT NO ADDITIONAL CHARGE TO THE OWNER.
3. GAS SHUT-OFF DEVICES SHALL BE CERTIFIED BY THE STATE ARCHITECT AND BE LISTED BY AN APPROVED LISTING AND TESTING AGENCY SUCH AS UL, NIA, OR THE OFFICE OF THE STATE ARCHITECT. THE GAS SHUT-OFF DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE CURRENT ICC REPORT.
4. GAS SHUT-OFF DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE CURRENT ICC REPORT.
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100. GAS SHUT-OFF DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE CURRENT ICC REPORT.

REINFORCING STEEL

1. ALL REINFORCING SHALL BE NEW DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60 OR 80M. UNCL. GRADE 60. ALL WELDED REINFORCING BARS SHALL CONFORM TO ASTM A706.
 2. REINFORCING STEEL SPACING/DEVELOPMENT LENGTHS SHALL CONFORM TO THE FOLLOWING MINIMUM LENGTHS UNLESS NOTED OTHERWISE. SPACED BARS SHALL BE WELDED TOGETHER.
 3. WAGONER CONCRETE COVER UNLESS NOTED OTHERWISE:
FORMED SURFACES IN CONTACT WITH THE GROUND:
FORMED SURFACES EXPOSED TO EARTH OR WEATHER:
18 BARS AND LARGER:
12 BARS AND SMALLER:
1.5"
BEAMS, COLUMNS AND CORNERS:
SLAB, WALLS AND JOISTS:
1.5"
11" BARS AND SMALLER:
0.75"
 4. BARS SHALL BE CLEAN OF MUD, OIL, OR OTHER CONTAMINANTS LIKELY TO IMPAIR BONDING.
 5. ALL REINFORCING SHALL BE SECURED IN PLACE PRIOR TO INSPECTIONS, PLACING CONCRETE, OR GROUTING MASONRY.
 6. WELDING: BARS SHALL NOT BE WELDED UNLESS AUTHORIZED, WHEN AUTHORIZED, CONFORM TO AISC 308 SEC. 3.2, 3.3, AND AISC D14 "WELDING" AND PROVIDE ASTM A706, GRADE 60 REINFORCING.
 7. FIELD BONDING: CONFORM TO AISC 308 SEC. 3.2.3.2 "FIELD BONDING OR STANCHIONING". BARS SHALL BE THROUGH #3 THROUGH #8 MAY BE FIELD BOND COLD THE FIRST TIME. OTHER BARS REQUIRE PREHEATING. DO NOT TIGHT BARS.
 8. SPACED ALL BARS IN MASONRY WITH A MINIMUM OF 48 BAR DIAMETER LAPS (2'-0" MINIMUM).
 9. ALL VERTICAL WALL REINFORCEMENT SHALL BE CONTINUOUS BETWEEN SPICE LOCATIONS SHOWN IN THE DETAILS.
- # CONCRETE
1. MIX DESIGN REQUIREMENTS (UNLESS NOTED OTHERWISE):
A. CEMENT SHALL CONFORM TO ASTM C-150, TYPE V.
B. COMPRESSIVE STRENGTH = 3,000 PSI.
C. CONCRETE SLUMP SHALL BE 3"-4" FOR SLABS AND 4"-5" FOR ALL OTHER WORK.
D. WATER CEMENT RATIO = 0.45 MAX.
 2. AGGREGATES FOR NORMAL WEIGHT CONCRETE SHALL CONFORM TO ASTM C-33 (1" MAXIMUM SIZE) AND ASTM C-330 FOR STRUCTURAL LIGHT WEIGHT CONCRETE.
 3. WHERE COVER WILL BE IN CONTACT WITH NATIVE OR IMPORTED SOIL WHICH HAS A VERY LOW SOIL SATURATED CONTENT, PORTLAND CEMENT SHALL BE ADDED AS REQUIRED.
 4. EXTERIOR CONCRETE EXPOSED TO FREEZING TEMPERATURES SHALL HAVE AN EXTRA AMOUNT OF AIR ENTRAINMENT AND THE CEMENT CONTENT APPROPRIATE FOR THE EXPECTED EXPOSURE.
 5. WATER SHALL BE POTABLE OR CLEAN, FREE FROM DELICIOUS AMOUNTS OF ACIDS, ALKALIS OR ORGANIC MATERIALS, OILS, AND SALTS.
 6. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C-191.
 7. FLOOR SLABS SHALL CONFORM TO ASTM C-308 STANDARDS AND SHALL BE AT LEAST 3 1/2 INCHES THICK - SEE FOUNDATION PLANS FOR REINFORCEMENT, BASE, UNDERLAYMENT, VAPOR BARRIER OR OTHER SPECIFIC REQUIREMENTS.
 8. FLOOR SLABS SHALL BE LEVEL ON TRUE SLOPES AS SHOWN ON DRAWINGS. TOLERANCE: 1/8" INCH IN 10 FEET.
 9. PROVIDE LIGHT BROOM FINISH ON ALL EXPOSED CONCRETE UNLESS NOTED OTHERWISE.
 10. PRIOR TO COMMENCING ANY FOUNDATION WORK, COORDINATE WORK WITH ANY EXISTING UTILITIES. FOUNDATIONS SHALL BE LOWERED WHERE REQUIRED TO AVOID UTILITIES.
 11. ALL EDGES OF PERMANENTLY EXPOSED CONCRETE SURFACES SHALL BE CHAMFERED 3/4" UNLESS NOTED OTHERWISE.
 12. FOUNDATION WALL REMAIN IN PLACE UNTIL CONCRETE HAS OBTAINED AT LEAST 80% OF COMpressive STRENGTH. THE CONTRACTOR SHALL PROVIDE ALL SHORING AND REFORMING.
 13. PROVIDE CONCRETE SLABS ON A 10 MIL POLYETHYLENE VAPOR BARRIER OVER 4" OF POROUS FILL UNLESS NOTED OTHERWISE.
 14. ALL POROUS FILL MATERIAL SHALL BE A CLEAN GRANULAR MATERIAL. POROUS FILL SHALL BE COMPACTED TO 90% MAX. DENSITY.
 15. WALKWAYS AND OTHER EXTERIOR SLABS ARE NOT NOTICED ON THE STRUCTURAL DRAWINGS. SEE THE SITE PLAN AND ARCHITECTURAL DRAWINGS FOR LOCATIONS, DIMENSIONS, ELEVATIONS, JOINTING DETAILS AND FINISH DETAILS. PROVIDE 4" BARS REINFORCED WITH 48" - IN 48" X 48" UNLESS OTHERWISE NOTED.
 16. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO CHAPTER 19 OF THE CBC AND TO ALL REQUIREMENTS OF 301. SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS, EXCEPT AS SPECIFIED HEREIN.
 17. ALL FORMS SHALL REST ON FIRM NATURAL SOIL OR APPROVED COMPACTED FILL.
 18. WOODWORK CASKIONS ARE DESIGNED BY OTHERS. PROVIDE ADEQUATE BRACING AND FOR COMPRESSION. BRACING THE TOP OF THE CASKION AS DIRECTED BY THE CASKION ENGINEER TO PROTECT ADJACENT NEW AND EXISTING FOUNDATIONS AND OTHER ELEMENTS.
 19. CONTROL JOINTS SHALL BE PLACED IN ALL CONCRETE SLABS PER THE SCHEDULED BELOW. SAWCUT WITHIN 4 HOURS AFTER THE POUR USING THE "SOFT-CUT" PROCEDURE.
SLAB THICKNESS: MAXIMUM SPACING
4" - 10'-0"
6" - 12'-0"
8" - 15'-0"

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SUITE 209
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING, INC.
1800V VERA MONTEVISO AVENUE
SUITE 209
SAN DIEGO, CA 92121
(619) 587-1212

CONSULTANT:
smartlink
18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 841-2201
FAX: (949) 841-1212

NO.	DATE	DESCRIPTION	BY
1	07/18/16	CITY RE-DESIGN	NT
2	07/28/16	CITY REVISION	AE
3	08/05/16	100% 2D	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:
SD07022A
SAN CARLOS
RECREATION CENTER
8448 LAKE

STATEMENT OF SPECIAL INSPECTIONS PER THE 2013 CBC

- THE OWNER OR REGISTERED DESIGN PROFESSIONAL OF RECORD WILL EMPLOY THE SERVICES OF ONE OR MORE SPECIAL INSPECTORS TO PROVIDE SPECIAL INSPECTIONS DURING CONSTRUCTION FOR THE ITEMS IN THE SPECIAL INSPECTION TABLE BELOW.
- THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL SUBMIT TO THE COMPETENCE TO THE SATISFACTION OF THE BUILDING OFFICIAL AND THE REGISTERED DESIGN PROFESSIONAL, RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
- OWNER AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:
 - THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR COMPLIANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. THE INSPECTOR MAY NOT ALTER, MODIFY, ENLARGE OR HAVE ANY OF THE REQUIREMENTS OF THE DOCUMENTS.
 - THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, THE PROFESSIONAL OF RECORD, AND THE CONTRACTOR. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR, OWNER, AND THE PROFESSIONAL OF RECORD. UNTIL ALL CORRECTIONS HAVE BEEN COMPLETED, THE SPECIAL INSPECTOR SHALL SUSPEND A FINAL SIGNED REPORT ISSUING WHETHER THE WORK REQUIRING SPECIAL INSPECTION MEETS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE INTERNATIONAL PROVISIONS OF THE CODE.
 - WHERE SPECIAL INSPECTION REQUIREMENTS DUPLICATE THE REQUIREMENTS OF SPECIFIED QUALITY ASSURANCE TESTING, DUPLICATE INSPECTIONS SHALL NOT BE REQUIRED.
 - OBSERVATIONS OR SITE VISITS PERFORMED BY THE ENGINEER OR ARCHITECT DUE NOT CONSTITUTE SPECIAL INSPECTIONS.
 - THE CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION OF SCHEDULE OF WORK REQUIRING INSPECTION OR TESTING TO THE SPECIAL INSPECTOR TO ALLOW COORDINATION. THE MATERIALS, SYSTEMS, COMPONENTS AND WORK REQUIRED TO HAVE SPECIAL INSPECTION OR TESTING ARE OUTLINED ON THESE DRAWINGS ALONG WITH THE TYPE AND EXTENT OF EACH INSPECTION AND TEST AND WHETHER IT IS CONTINUOUS OR PERIODIC IN NATURE. IF IT IS NOT INDICATED OTHERWISE, INSPECTION SHALL BE CONTINUOUS.
 - EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND-OR SEISMIC-RESISTING COMPONENT SHALL PROVIDE A WRITTEN STATEMENT OF RESPONSIBILITY TO THE OWNER AND THE BUILDING OFFICIAL PRIOR TO COMMENCEMENT OF WORK ON THE WORK OR COMPONENT AS REQUIRED BY CBC SECTION 1704.

ADDITIONAL SEISMIC RESISTANCE CASES:

SEISMIC DESIGN CATEGORY	THE FOLLOWING IS A SUMMARY OF THE SEISMIC SYSTEM, SEISMIC COMPONENTS AND SEISMIC-FORCE-RESISTING SYSTEMS
C.B.C.1	A. ALL BEARING FRAMES, BRACED FRAMES, COMBINED COLUMNS, DRUMMELS, AND THEIR OUTRIGGERS, FLOOR AND ROOF DIAPHRAGMS
C.B.C.2	B. ALL BRACK, CHASSIS, FLOOR AND ROOF DIAPHRAGMS
C.B.C.3	C. ALL FIVE STORIES MASSWALL WALLS
C.B.C.4	D. ADDITIONAL SYSTEMS AND COMPONENTS
C.B.C.5	A. ANCHORAGE OF ELECTRICAL EQUIPMENT USED FOR EMERGENCY OR STANDBY POWER SYSTEMS INCLUDING SILENCER CABLES
C.B.C.6	B. EXTERIOR WALL PANELS AND THEIR ANCHORAGE
C.B.C.7	C. SUPPORTED CEILING SYSTEMS AND THEIR ANCHORAGE

SPECIAL INSPECTION	FREQUENCY	REFERENCE STANDARD
MASSWALL		
1. AS MASSWALL CONSTRUCTION BEGINS, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:		
a. SITE PREPARED MORTAR PROPORTIONS	PERIODIC	ART. 2.6A
b. CONSTRUCTION OF MORTAR JOINTS	PERIODIC	ART. 3.3B
c. LOCATION OF REINFORCEMENT AND CORRECTIONS	PERIODIC	ART. 3.4
2. THE INSPECTION PROGRAM SHALL VERIFY:		
a. SIZE AND LOCATION OF STRUCTURAL ELEMENTS	PERIODIC	ART. 3.36
b. TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING DETAILS OF ANCHORAGE OF MASSWALL TO STRUCTURAL MEMBERS, FRAMES OR OTHER CONSTRUCTION	PERIODIC	SEC. 1.13, 2.1.2
c. SPECIFIED SIZE, GRADE AND TYPE OF REINFORCEMENT	PERIODIC	SEC. 1.12, ART. 2.4, 3.4
d. WELDING OF REINFORCING BARS	CONTINUOUS	SEC. 8.5.7, 8.5.12
e. PROTECTION OF REINFORCEMENT DURING COLD WEATHER (TEMPERATURE BELOW 40°F) OR HOT WEATHER (TEMPERATURE ABOVE 90°F)	PERIODIC	ART. 1.8
3. PRIOR TO GRouting, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:		
a. GROUT SPACE IS CLEAN	PERIODIC	ART. 3.3D
b. PLACEMENT OF REINFORCEMENT AND CORRECTIONS	PERIODIC	ART. 3.4
c. PROPORTIONS OF SITE-PREPARED GROUT	PERIODIC	ART. 2.6B
d. CONSTRUCTION OF MORTAR JOINTS	PERIODIC	ART. 3.3B
4. GROUT PLACEMENT SHALL BE VERIFIED TO COMPLY COMPLIANCE WITH CODE AND CONSTRUCTION DOCUMENTS AND PROVISIONS	CONTINUOUS	ART. 3.3
5. PREPARATION OF ANY REQUIRED GROUT SPECIMENS, MORTAR SPECIMENS AND/OR PROBES SHALL BE OBSERVED	CONTINUOUS	ART. 1.4
6. COMPLIANCE WITH REQUIRED INSPECTION PROVISIONS OF THE CONSTRUCTION DOCUMENTS AND APPROVED SUBMITTALS SHALL BE VERIFIED	PERIODIC	ART. 1.5

SPECIAL INSPECTION	FREQUENCY	REFERENCE STANDARD
CONCRETE (APPLICABLE TO STRUCTURAL CONCRETE OVER 10" x 2,500 PSI)		
1. INSPECT MIXES TO BE INSTALLED IN CONCRETE PRIOR TO AND DURING PLACEMENT OF CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED	CONTINUOUS	
2. INSPECT EPOXY ANCHORS AND EXPANSION ANCHORS INSTALLED IN HARDENED CONCRETE	CONTINUOUS	PRODUCT LABELS

SPECIAL INSPECTION	FREQUENCY	REFERENCE STANDARD
STEEL CONNECTIONS		
1. MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS	PERIODIC	APPLICABLE ASTM MATERIAL SPECIFICATIONS AND SECTION A3.4; AISC LABEL SECTION A3.3
a. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARD SPECIFICATIONS IN THE APPROVED CONSTRUCTION DOCUMENTS		
b. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED		
2. INSPECTION OF HIGH-STRENGTH BOLTING:		
a. BEARING TYPE CONNECTIONS	PERIODIC	ASC L805
b. SLIP-CRITICAL CONNECTIONS	CONTINUOUS	
3. MATERIAL VERIFICATION OF STRUCTURAL STEEL:		
a. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARD SPECIFICATIONS IN THE APPROVED CONSTRUCTION DOCUMENTS	ASTM A 588 OR ASTM A 589	
b. MANUFACTURER'S CERTIFIED MILL TEST REPORTS REQUIRED		
4. MATERIAL VERIFICATION OF WELD FILLER MATERIALS:		
a. IDENTIFICATION MARKINGS TO CONFORM TO AISC SPECIFICATION IN THE APPROVED CONSTRUCTION DOCUMENTS	ASC AND SECTION A3.8 AND L810 SECTION A3.5	
b. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED		
5. INSPECTION OF WELDING:		
a. STRUCTURAL STEEL	CONTINUOUS	ART. D11
1) COMPLETE AND PARTIAL PENETRATION GROOVE WELDS	CONTINUOUS	
2) MAN-IN-PASS FILLET WELDS	CONTINUOUS	
3) SINGLE-PASS FILLET WELDS GREATER THAN 5/16" (8mm)	PERIODIC	
4) DOUBLE-PASS FILLET WELDS LESS THAN OR EQUAL TO 5/16" (8mm)	PERIODIC	ART. D1.3
5) FLOOR AND DECK WELDS	PERIODIC	
b. INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE WITH APPROVED CONSTRUCTION DOCUMENTS	PERIODIC	
c. DETAILS SUCH AS BRACING AND STIFFENING		
d. MEMBER LOCATIONS		
e. APPLICATION OF JOINT DETAILS AT EACH CONNECTION	PERIODIC	

INSPECTION OF FABRICATORS	FREQUENCY	REFERENCE STANDARD
1. APPLICABLE ELEMENT (FABRICATOR CERTIFICATION REQUIREMENTS)		
a. STRUCTURAL STEEL (ASCC CERTIFIED FOR CONVENTIONAL STEEL BUILDING)		
b. STEEL JOISTS/JOIST GIRDERS (SEE MEMBER)		
c. STEEL ROOF DECK (SEE MEMBER)		
d. PRECAST CONCRETE WALL PANELS (PRO GROUP C MANUFACTURER WITH C3 CERTIFICATION)		
e. LOAD BEARING CONCRETE MASSWALL (NONA MEMBER)		
2. WHEN SPECIAL INSPECTIONS ARE REQUIRED BY BUILDING OFFICIAL		
a) FABRICATION AND APPLICATION PROCEDURES: THE SPECIAL INSPECTOR SHALL VERIFY THAT THE FABRICATOR MAINTAINS DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES THAT PROVIDE A BASIS FOR INSPECTION, CONTROL OF THE WORKMANSHIP, AND THE FABRICATOR'S ABILITY TO CONFORM TO APPROVED CONSTRUCTION DOCUMENTS AND REFERENCED STANDARDS. THE SPECIAL INSPECTOR SHALL REVIEW THE PROCEDURES FOR COMPLETENESS AND ADEQUACY RELATIVE TO THE CODE REQUIREMENTS FOR THE FABRICATOR'S SCOPE OF WORK.		
3. WHEN SPECIAL INSPECTIONS ARE NOT REQUIRED BY THE BUILDING OFFICIAL		
a) UPON COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.		

SPECIAL INSPECTION	FREQUENCY	REFERENCE STANDARD
SOILS		
1. SITE PREPARATION-VERIFY THAT THE SITE SUBGRADE BOLS ARE PROPERLY PREPARED	CONTINUOUS	GEOTECHNICAL ENGINEERING REPORT
2. FILL PLACEMENT 12" THICK OR GREATER - VERIFY MATERIAL, BENS, WINDS AND LIFT THICKNESS	CONTINUOUS	
3. EVALUATION OF IN-PLACE DENSITY OF COMPACTED FILL 12" THICK OR GREATER	PERIODIC	
4. SUB-GRADE ADJUSTMENTS INVOLVING SOIL, WINDS, COMPACTION, DENSITY, DYNAMIC COMPACTION, OR PLACEMENT OF STONE COLUMN	CONTINUOUS	

SPECIAL INSPECTION	FREQUENCY	REFERENCE STANDARD
GEOTECHNICAL ENGINEERING		
1. OBSERVE DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH PER.		
2. VERIFY PLACEMENT MATERIALS AND PLUMBNESS, COMPACTION PER DIMENSIONS (IF APPLICABLE), LENGTH, CURBMENT AND RECORDS (IF APPLICABLE) AND ADEQUATE AND BEARING STRATA CAPACITY.	CONTINUOUS	GEOTECHNICAL ENGINEERING REPORT
3. FOR CONCRETE PILES, PERFORM ADDITIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 1704.4.		SEE SPECIAL INSPECTION NOTES FOR CONCRETE AND

STRUCTURAL OBSERVATION:

- STRUCTURAL OBSERVATIONS BY AN INDEPENDENT ENGINEER OR THE ENGINEER OF RECORD SHALL BE IN ACCORDANCE WITH SECTION 1704.4 OF THE 2013 CALIFORNIA BUILDING CODE AT THE EXPENSE OF THE OWNER TO REVIEW THE CONSTRUCTION OF THE PROJECT. STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION OF THE ELEMENTS AND CONNECTIONS OF THE STRUCTURE UNDER CONSTRUCTION. STRUCTURAL OBSERVATION IS NOT A SUBSTITUTE FOR THE INSPECTIONS REQUIRED OF THE BUILDING OFFICIAL OR THE DEPUTY INSPECTOR(S).
- THE OWNER SHALL EMPLOY THE CIVIL OR STRUCTURAL ENGINEER OR THE ARCHITECT OF RECORD OR THEIR DESIGNATED AGENT TO PERFORM THE STRUCTURAL OBSERVATION.
- EVIDENCE OF EMPLOYMENT BY THE OWNER SHALL BE PROVIDED TO THE BUILDING OFFICIAL BEFORE THE FIRST SITE VISIT.
- WHEN A PRECONSTRUCTION MEETING IS REQUIRED, IT SHALL BE ATTENDED BY THE CIVIL OR STRUCTURAL ENGINEER, ARCHITECT, AND THE BUILDING OFFICIAL. THE MAJOR STRUCTURAL ELEMENTS AND CONNECTIONS WHICH REQUIRE STRUCTURAL OBSERVATION SHALL BE IDENTIFIED. A RECORD OF THE MEETING SHALL BE INCLUDED IN THE FIRST OBSERVATION REPORT.
- REQUIRED OBSERVATIONS AND TO OCCUR AT THE FOLLOWING STAGES OF CONSTRUCTION AS A MINIMUM, FOR EACH BUILDING OR STRUCTURE AS APPLICABLE. NOTIFY THE ENGINEER 72 HOURS PRIOR TO EACH OBSERVATION.

REQUIRED IF EXISTENT	NOTES
A. PRECONSTRUCTION MEETING SHALL BE ATTENDED BY THE STRUCTURAL OBSERVER OF RECORD.	
B. PRIOR TO PLACEMENT OF CONCRETE FOR THE FIRST FOUNDATION POUR.	
C. PRIOR TO PLACEMENT OF CONCRETE AT WALL FORMS.	
D. UPON COMPLETION OF WELDS AT STEEL MOMENT FRAMES.	
E. UPON COMPLETION OF ALL STRUCTURAL STEEL.	
F. PRIOR TO PLACEMENT OF GROUT IN FAST LIFT.	
G. PRIOR TO BRACING THE TOP 4" OF MASSWALL WALL AT FLOOR AND ROOF LEVELS, EXCEPT SEISMICALLY.	
H. AFTER BRACING OF ALL FIVE STORIES MASSWALL WALLS AND ALL REINFORCING, CHASSIS, STRIPS ARE IN PLACE, AND PRIOR TO CONCRETE POUR.	
I. AFTER BRACING OF FLOOR PLINCH DIAPHRAGMS, PRIOR TO CONCRETE POUR.	
J. AFTER BRACING OF ROOF PLINCH DIAPHRAGMS, PRIOR TO CONCRETE POUR.	
K. PRIOR TO WELDING OR PLACEMENT OF CONCRETE FILL OVER METAL DECK ROOFS OR FLOORS.	
L. FINAL WALK THROUGH UPON COMPLETION OF ALL STRUCTURAL STEEL, EXCEPT FOR THE PROJECT PRIOR TO ARCHITECTURAL FINISHES.	
M. NO STRUCTURAL OBSERVATION REQUIRED	

- A REPORT PREPARED ON DEPARTMENT FORMS OR FORMS PREPARED BY THE ENGINEER OR ARCHITECT OF RECORD FOR EACH SIGNIFICANT STAGE OF CONSTRUCTION OBSERVED, SHALL BE LEFT AT THE PROJECT SITE FOR THE CONTRACTOR TO FORWARD TO THE BUILDING OFFICIAL. THE FORMS SHALL BE NOT SIGNED AND SEALED BY THE RESPONSIBLE STRUCTURAL OBSERVER, ONE SIGNED COPY OF THE REPORT SHALL BE PROVIDED TO THE OWNER, CONTRACTOR, AND DEPUTY INSPECTOR, AS REQUESTED.
- A FINAL OBSERVATION REPORT MUST BE SUBMITTED WHICH SHOWS THAT ALL OBSERVED DEFICIENCIES WERE RESOLVED AND THE STRUCTURAL SYSTEM GENERALLY CONFORMS TO THE APPROVED PLANS AND SPECIFICATIONS.
- IF THE OWNER ELIGIBLE TO CHANGE THE STRUCTURAL OBSERVER OF RECORD, THE OWNER SHALL:
 - NOTIFY BUILDING OFFICIAL IN WRITING BEFORE THE NEXT OBSERVATION.
 - CALL AN ADDITIONAL PRECONSTRUCTION MEETING AND FURNISH THE REPLACEMENT STRUCTURAL OBSERVER WITH A COPY OF PREVIOUS OBSERVER'S REPORTS.
 - THE NEW OBSERVER SHALL BE RESPONSIBLE FOR APPROVAL OF THE CORRECTION OF ALL THE ORIGINAL OBSERVED DEFICIENCIES.
- THE ENGINEER OR ARCHITECT OF RECORD SHALL DEVELOP ALL CHANGES TO THE STRUCTURAL SYSTEM AT THE CONTRACTOR'S EXPENSE.
- STRUCTURAL OBSERVATION SHALL BE PERFORMED BY NATIONAL ENGINEERING & CONSULTING, INC.

SPECIAL INSPECTION PER CITY OF SAN DIEGO:

- NOTICE TO THE APPLICANT/OWNER/OWNER'S AGENT/ARCHITECT OR ENGINEER OF RECORD BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND GUT SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- NOTICE TO THE CONTRACTOR/ BUILDER/ INSTALLER/ SUB-CONTRACTOR/ OWNER-BUILDER BY USING THESE PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/ INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND GUT SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- THE SPECIAL INSPECTOR MUST BE CERTIFIED BY THE CITY OF SAN DIEGO. DEVELOPMENT SERVICES, IN THE CATEGORY OF WORK REQUIRED TO HAVE SPECIAL INSPECTION.
- FABRICATOR MUST BE REGISTERED AND APPROVED BY THE CITY OF SAN DIEGO. DEVELOPMENT SERVICES FOR FABRICATION OF MEMBERS AND ASSEMBLIES ON THE PREMISES OF THE FABRICATOR'S SHOP.
- FABRICATOR SHALL SUBMIT AN APPLICATION TO PERFORM OFF-SITE FABRICATION TO THE INSPECTION SERVICES DIVISION FOR APPROVAL PRIOR TO COMMENCEMENT OF FABRICATION.
- FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION TO INSPECTION SERVICES PRIOR TO COMMENCEMENT OF FABRICATION.
- THE SPECIAL INSPECTIONS CERTIFIED ON PLANS ARE, IN ADDITION TO, AND NOT A SUBSTITUTE FOR, THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY A CITY'S BUILDING INSPECTOR.

Permitted Construction Inspection Services and Inspection Teams:

Permitted Inspection Team:

- Site Superintendent (Contractor/Owner's Representative)
- Contractor(s)
- Resident Engineer from Field Engineering Department
- City Project Manager
- Design Consultant
- Port and Recreation District Manager
- Port and Recreation Asset Manager

Permitted Construction Inspection Services (Minimum Qualification for a Project):

- Pre-construction meeting.
- Rough grading and drainage.
- Irrigation mainline pressure test.
- Irrigation lateral line pressure tests.
- Working prior to backfilling trenches.
- Final grading and soil preparation.
- Irrigation coverage test.
- Plans material (when delivered) and placement approval.
- Play ground inspection, if applicable.
- Project construction 90 percent complete (planning punch list and submit redline for build).
- 90-Day Plant Maintenance Period (90 days inspection to be held when the punch list items are complete. If turf area is planted from seed or sods the plant maintenance period shall be 120-days).
- Final walk-through, accompanied by the City. Contractor to submit final approved As-Built Drawings to the City.

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1008 W 15th Street, Suite 200
San Diego, CA 92101

PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING, INC.
1008 W 15th Street, Suite 200
San Diego, CA 92101
Tel: (619) 581-1201
Fax: (619) 581-1275

CONSULTANT:
smartlink
1840 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 841-1201
FAX: (949) 387-1275

NO.	DATE	DESCRIPTION	BY
1	07/15/18	BOX ZD (CITY RE-DESIGN)	NT
2	07/26/18	CURRENT REVISION	AE
3	08/05/18	100% ZD	NT
4	09/30/18	PLANNING COMMENTS	JY
5	10/31/18	PLANNING COMMENTS	AE
6	12/13/18	BOX CD	JY
7	12/20/18	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SD07022A
SAN CARLOS
RECREATION CENTER
6448 LAKE BADEN AVE
SAN DIEGO, CA 92119

SEAL:

SHEET TITLE:
SPECIAL INSPECTION AND STRUCTURAL OBSERVATION

SHEET NUMBER:
T-4



REQUIRED NFPA SIGNAGE

**IN CASE OF
EMERGENCY
— CALL —**
1-888-662-4662
SITE NUMBER: SD02593A
SITE NAME: AVENIDA VENUSTO

EMERGENCY CONTACT SIGNAGE

WARNING
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SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING INC.
2220 CANTERBURY LANE, SUITE 100, SAN DIEGO, CA 92108
TEL: (619) 444-1100 FAX: (619) 444-1101

CONSULTANT:
smartlink
18401 VON KARMAN AVENUE
SUITE 600
IRVINE, CA 92612
TEL: (949) 861-2200
FAX: (949) 861-3225

SITE IDENTIFICATION SIGNAGE

1 HAZARDOUS MATERIAL SIGNAGE

NO.	DATE	DESCRIPTION	BY
1	07/18/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS



NOTICE
**RF SAFETY PROGRAM
IN EFFECT AT THIS SITE**
GUIDELINES:
⚠️ ONLY AUTHORIZED PERSONNEL MAY ENTER this site.
⚠️ All personnel must have RF SAFETY TRAINING as per the written RF SAFETY PROGRAM for this site.
⚠️ Obey all posted signs.
⚠️ Assume all antennas are active, unless LOCKED OUT.
⚠️ Before working on antennas, notify owners and DISABLE APPROPRIATE TRANSMITTERS.
⚠️ Maintain a safe distance from all antennas.
⚠️ Do not stop or work in front of active antennas.
⚠️ USE personal RF MONITORS while working at this site.
⚠️ Replace all transmitter shields after service.
⚠️ Do not mount or use antennas in equipment rooms.

RF SIGNAGE

3 RF SIGNAGE

4

SITE INFORMATION:
SD07022A
**SAN CARLOS
RECREATION CENTER**
6445 LAKE BADIN AVE
SAN DIEGO, CA 92119



SHEET TITLE:
SIGNAGE

SHEET NUMBER:
T-5

NOT USED

5 NOT USED

6

T-Mobile
SD07022A
SAN CARLOS RECREATION CENTER
6445 LAKE BADIN AVENUE, SAN DIEGO, CA 92119

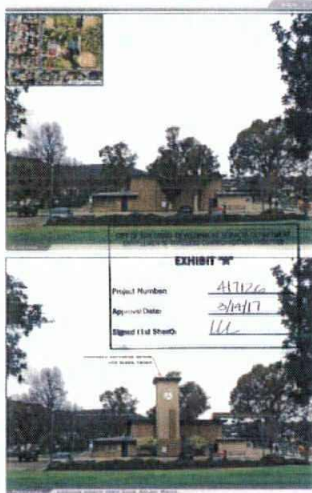
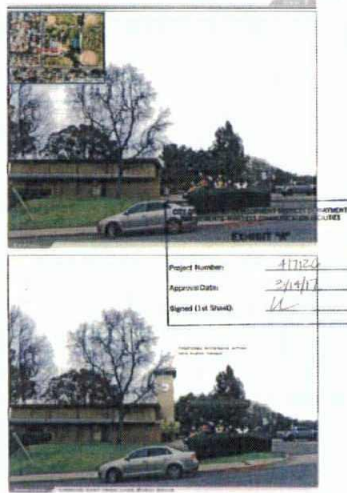


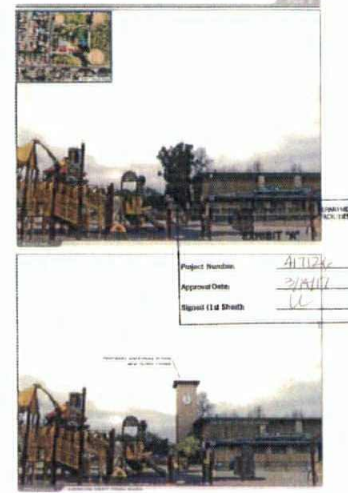
EXHIBIT 'M'
Project Number: 41726
Approval Date: 2/14/17
Signed (List Sheet): LL

T-Mobile
SD07022A
SAN CARLOS RECREATION CENTER
6445 LAKE BADIN AVENUE, SAN DIEGO, CA 92119



Project Number: 41726
Approval Date: 2/14/17
Signed (List Sheet): LL

T-Mobile
SD07022A
SAN CARLOS RECREATION CENTER
6445 LAKE BADIN AVENUE, SAN DIEGO, CA 92119



Project Number: 41726
Approval Date: 2/14/17
Signed (List Sheet): LL

T-Mobile
Stick Together®
10509 VISTA SONRENTO PARKWAY
SUITE 200
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING, INC.
2177 LA JOLLA VILLAGE ROAD, SUITE 200, SAN DIEGO, CA 92037
TEL: (619) 594-1234 FAX: (619) 594-1235

CONSULTANT:
smartlink
18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92617
TEL: (949) 861-2201
FAX: (949) 387-1235

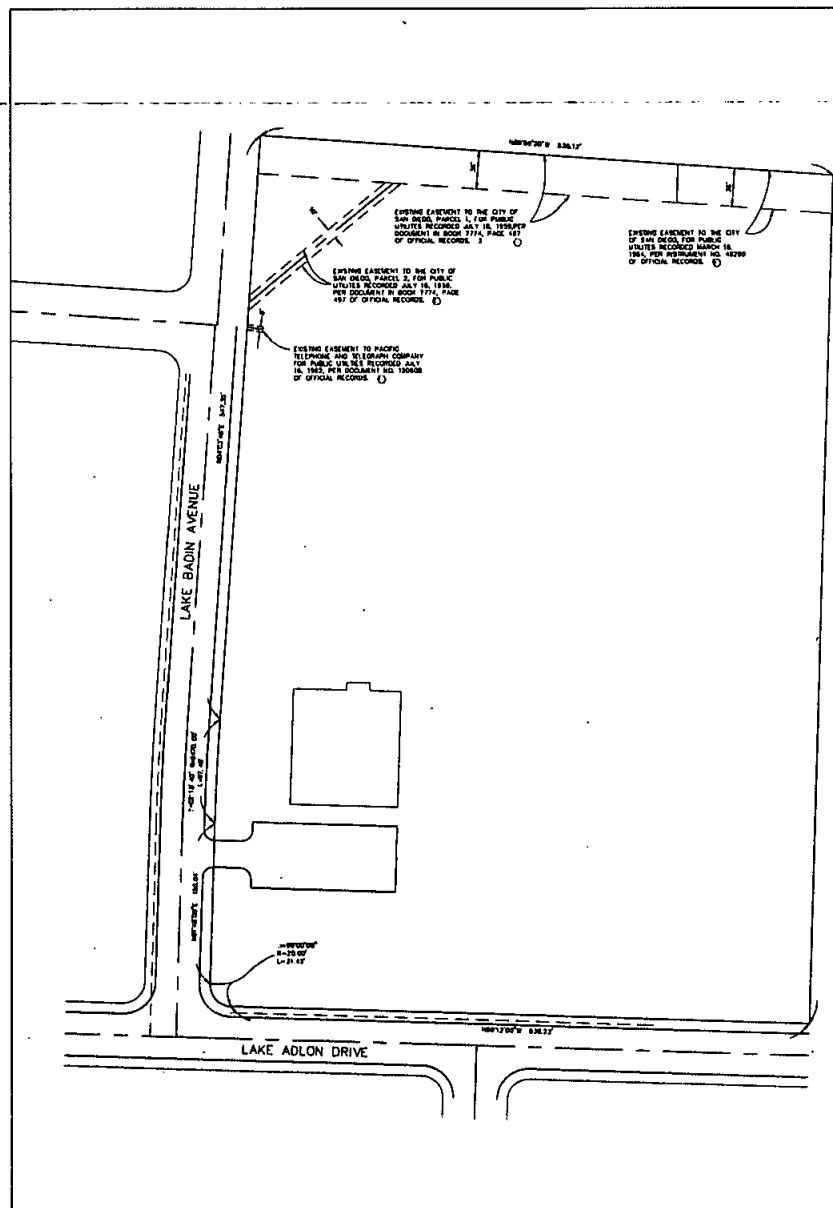
NO.	DATE	DESCRIPTION	BY
1	07/18/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:
SD07022A
SAN CARLOS
RECREATION CENTER
6445 LAKE BADIN AVE
SAN DIEGO, CA 92119

SEAL:


SHEET TITLE:
APPROVED
PHOTOSIMULATIONS

SHEET NUMBER:
T-6



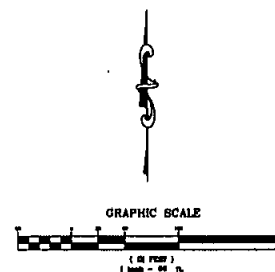
TITLE REPORT, SCHEDULE B-SECTION B:

PRELIMINARY REPORT FILE NO. 08024572, DATED JANUARY 26, 2016, HAS BEEN PROVIDED BY COMPTONHEALTHY LAND USE COMPANY. THE FOLLOWING INVE. INCLUDED WITHIN SCHEDULE B-SECTION 6, AFFECT THE SUBJECT PARCEL AND HAVE BEEN NUMBERED TO CORRESPOND WITH SAID PRELIMINARY REPORT.

1. WATER PIPES, CLAIMS OR WAYS TO WHICH, WHETHER OR NOT DISSEMINATED BY PUBLIC RECORDS.
2. EASEMENT TO THE CITY OF SAN DIEGO FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A PUBLIC BEACH AND STORM DRAINAGE APPROPRIATIONS THROUGHOUT RECORDS MADE IN 1968 OR BEFORE, PAGES 177 AND 178 OF OFFICIAL RECORD.
3. EASEMENT DOES NOT AFFECT THE PROPOSED LEASE PREMISES.
4. EASEMENT TO SAN DIEGO AND A ELECING COMPANY FOR PUBLIC UTILITIES RECORDED AT 13, 1862 19 INSTRUMENT NO. 100000 OF OFFICIAL RECORD.
5. EASEMENT OCCUPANT ALIENABLE AND CANNOT BE PUBLISHED.
6. EASEMENT TO PUBLIC TELEPHONE COMPANY FOR PUBLIC UTILITIES RECORDED AT 14, 1862 19 INSTRUMENT NO. 100000 OF OFFICIAL RECORD.
7. EASEMENT DOES NOT AFFECT THE PROPOSED LEASE PREMISES.
8. EASEMENT TO CITY OF SAN DIEGO FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A PUBLIC BEACH AND STORM DRAINAGE APPROPRIATIONS THROUGHOUT RECORDS MADE IN 1964 AS INSTRUMENT NO. 42306 OF OFFICIAL RECORD.
9. EASEMENT DOES NOT AFFECT THE PROPOSED LEASE PREMISES.

BENCHMARK

BENCHMARK
THE BENCHMARK FOR THIS SURVEY IS A CITY OF SAN DIEGO VERTICAL CONTROL MONUMENT, A BRASS PLUG, IN TOP OF CURB, LOCATED AT THE SOUTH WEST CORNER OF LAKE BACH AVENUE AND LAKE ADOLPH DRIVE.
(ELEVATION: 673.075 (MAYO '79))



PLANS PREPARED BY:



CLIENTS

[illegible]

SITE INFORMATION

**SAN CARLOS
RECREATION CENTER**

8445 LAKE BARDIN AVE
SAN DIEGO, CA 92129

—GEAR—

PROJECT TITLE -

TOPOGRAPHIC
SURVEY

SHEET NUMBER

LS-1

SHEET 1 OF 2

Lessee's Certificate
Standard Wireless Facility Project
for Post Construction BMPs

I/We the undersigned as Lessee(s) of the property described as
4115 Lake Adlon Ave., San Diego, CA 92114
(Address as legal description)

understand that in accordance with the San Diego Municipal Code, Land
Development Manual - Storm Water Standards, this project is required to identify
pollutants from the Project Area and incorporate "Site Design" and "Erosion
Control" BMPs.

I/We certify to the best of my knowledge, information anticipated by the proposed
land use as follows:

Activities
Construction
Trash & Debris
Organic Decomposing Substances
Oil & Grease
Paints & Varnish
Pesticides

I/We will incorporate the following into the site design:

Maintain pre-development runoff characteristics
Minimize impervious foot print by constructing walkways, patios and
driveways with permeable surfaces.
Restore natural areas
Use natural drainage systems as opposed to third grades or catchment
drainage systems
Drain roof tops, walkways, patios and driveways into adjacent landscaping
prior to discharging to the public drainage system.
Prevent existing surface water and debris
Protect all slopes from erosion

Additionally I/we will:
Minimize the use of pesticides
Use efficient irrigation systems and landscape design - incorporating rain
shutoff devices and flow sensors

I/we will maintain the above Standard Permanent BMPs for the duration of the
lease.

Lessee: Secret Plot Company Name: San Carlos LLC, Agent for T-Mobile

Lessee: [Signature] Date: 5/18/2015

- NOTES:
- THE PROPOSED CLOCK TOWER WILL NOT BLOCK OR ALTER THE EXISTING DRAINAGE PATTERN.
 - THE APPLICANT SHALL OBTAIN A NON-EXCLUSIVE RIGHT-OF-WAY USE AGREEMENT FROM THE CITY OF SAN DIEGO FOR THE PROPOSED RIGHT-OF-WAY IN THE LAKE BADIN AVENUE RIGHT-OF-WAY.
 - THE APPLICANT SHALL OBTAIN A PUBLIC RIGHT-OF-WAY PERMIT FOR THE PROPOSED WORK IN THE LAKE BADIN AVENUE RIGHT-OF-WAY.
 - PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL ENTER INTO A MAINTENANCE AGREEMENT FOR THE ONGOING PERMANENT BMP MAINTENANCE, SATISFACTORY TO THE CITY ENGINEER.
 - PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH CHAPTER 14, ARTICLE 2, DIVISION 1 (EROSION REGULATIONS) OF THE SAN DIEGO MUNICIPAL CODE, INTO THE CONSTRUCTION PLANS OR SPECIFICATIONS.
 - PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL SUBMIT A WATER POLLUTION CONTROL PLAN (WPPCL). THE WPPCL SHALL BE PREPARED IN ACCORDANCE WITH THE GUIDELINES IN APPENDIX G OF THE CITY'S STORMWATER MANAGEMENT PLAN.
 - LOCATIONS AND CLASSIFICATIONS OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH CFC 908 AND CALIFORNIA CODE OF REGULATIONS (CCR), TITLE 19.
 - DURING CONSTRUCTION, AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED ON EACH FLOOR LEVEL AT EACH STAIRWAY, IN ALL BUILDINGS AND CONSTRUCTION SITES, IN LOCATIONS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED OR USED, AND WHERE OTHER HAZARDOUS MATERIALS ARE PRESENT PER CFC SECTION 3315.1.
 - IN BUILDINGS THAT REQUIRE STAIRGATES, STAIRGATES SHALL BE PROVIDED DURING CONSTRUCTION WHEN THE HEIGHT REACHES 40 FEET ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS. A FIRE DEPARTMENT CONNECTION SHALL BE NO MORE THAN 100 FEET FROM AVAILABLE FIRE DEPARTMENT VEHICLE ACCESS ROADS. CFC SECTIONS 3315.3, 3315.3.1.
 - BUILDINGS UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION SHALL CONFORM TO CFC CHAPTER 33, WELDING, CUTTING, AND OTHER HOT WORK, SHALL BE IN ACCORDANCE WITH CFC CHAPTER 35.
 - ADDRESS IDENTIFICATION SHALL BE PROVIDED FOR ALL NEW AND EXISTING BUILDINGS IN A LOCATION THAT IS PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. WHEN ACCESS IS BY WAY OF A PRIVATE ROAD AND THE BUILDING ADDRESS CANNOT BE VIEWED FROM THE PUBLIC WAY, AN APPROVED SIGN OR MEANS SHALL BE USED TO IDENTIFY THE STRUCTURE. PREMISES IDENTIFICATION SHALL CONFORM TO CFC SECTION 301.5.
 - WALL, FLOOR AND CEILING FINISHES AND MATERIALS SHALL NOT EXCEED THE INTERIOR FINISH CLASSIFICATIONS IN CFC TABLE 803.3 AND SHALL MEET THE PERFORMANCE PERFORMANCE CRITERIA OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 19, DIVISION 1. DECORATIVE MATERIALS SHALL BE PROPERLY TREATED BY A PRODUCT OR PROCESS APPROVED BY THE CITY ENGINEER WITH APPROPRIATE DOCUMENTATION PROVIDED TO THE CITY OF SAN DIEGO.
 - DUMPSTERS AND TRASH CONTAINERS EXCEEDING 1.5 CUBIC YARDS SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVE LINES UNLESS PROTECTED BY AN APPROVED SPRINKLER SYSTEM OR LOCATED IN A TYPE I OR IIA STRUCTURE SEPARATED BY 10 FEET FROM OTHER STRUCTURES. CONTAINERS LARGER THAN 1 CUBIC YARD SHALL BE OF NON-OR LIMITED-COMBUSTIBLE MATERIALS OR SIMILARLY PROTECTED OR SEPARATED CFC 304.3.
 - EXITS, EXIT SIGNS, FIRE ALARMS, FIRE PANELS, FIRE EXTINGUISHERS, FIRE EXTINGUISHER LOCATIONS, AND STAIRCASE CONNECTIONS SHALL NOT BE CONCEALED BY CURTAINS, MIRRORS, OR OTHER DECORATIVE MATERIAL.
 - OPEN FLAMES, FIRE, AND BURNING ON ALL PREMISES IS PROHIBITED EXCEPT AS SPECIFICALLY PERMITTED BY THE CITY OF SAN DIEGO AND CFC 305.
 - THE EGRESS PATH SHALL REMAIN FREE AND CLEAR OF ALL OBSTRUCTIONS AT ALL TIMES. NO STORAGE IS PERMITTED IN ANY EGRESS PATHING.
 - A PRE-CONSTRUCTION INSPECTION IS REQUIRED DUE TO THE HEIGHT OF THE PROPOSED STRUCTURE IN RELATION TO THE FAN PART 17 NOTIFICATION SURFACE REQUIREMENTS. THE PRE-CONSTRUCTION INSPECTION MUST BE SCHEDULED AND CARRIED BY THE FIELD INSPECTOR BEFORE ANY SUBSEQUENT INSPECTIONS CAN BE SCHEDULED. CALL (858) 581-1111 TO SCHEDULE THE PRE-CONSTRUCTION INSPECTION. CONTACT THE INSPECTION SERVICES OFFICE AT (858) 482-5070, IF YOU HAVE ANY QUESTIONS PERTAINING TO THE PRE-CONSTRUCTION INSPECTION.



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

EXHIBIT "A"

Project Number:

Approval Date:

Signed (1st Sheet):

T-Mobile
Stick Together®
10828 VISTA BONAFIDE PARKWAY
SUITE 206
SAN DIEGO, CA 92121

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC.
277 LINDSEY AVENUE, SUITE 100, SAN DIEGO, CA 92108
PHONE: (619) 713-0000 | FAX: (619) 713-0001

smartlink

18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 861-2200
FAX: (949) 861-2275

NO.	DATE	DESCRIPTION	BY
1	07/16/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:

SD07022A

**SAN CARLOS
RECREATION CENTER**

8445 LAKE BADIN AVE
SAN DIEGO, CA 92119

SEAL:



SHEET TITLE:

**SITE PLAN AND
LESSEE'S CERTIFICATE**

SHEET NUMBER:

A-1

SITE PLAN

SCALE: 1"=50'

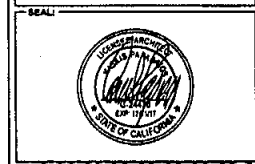
T-Mobile
Stick Together®
10509 META ROADWAY PARKWAY
SUITE 306
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING, INC.
3875 CONCHARD DRIVE, SUITE 100, SAN DIEGO, CA 92121
TEL: (619) 594-1100 FAX: (619) 594-1101

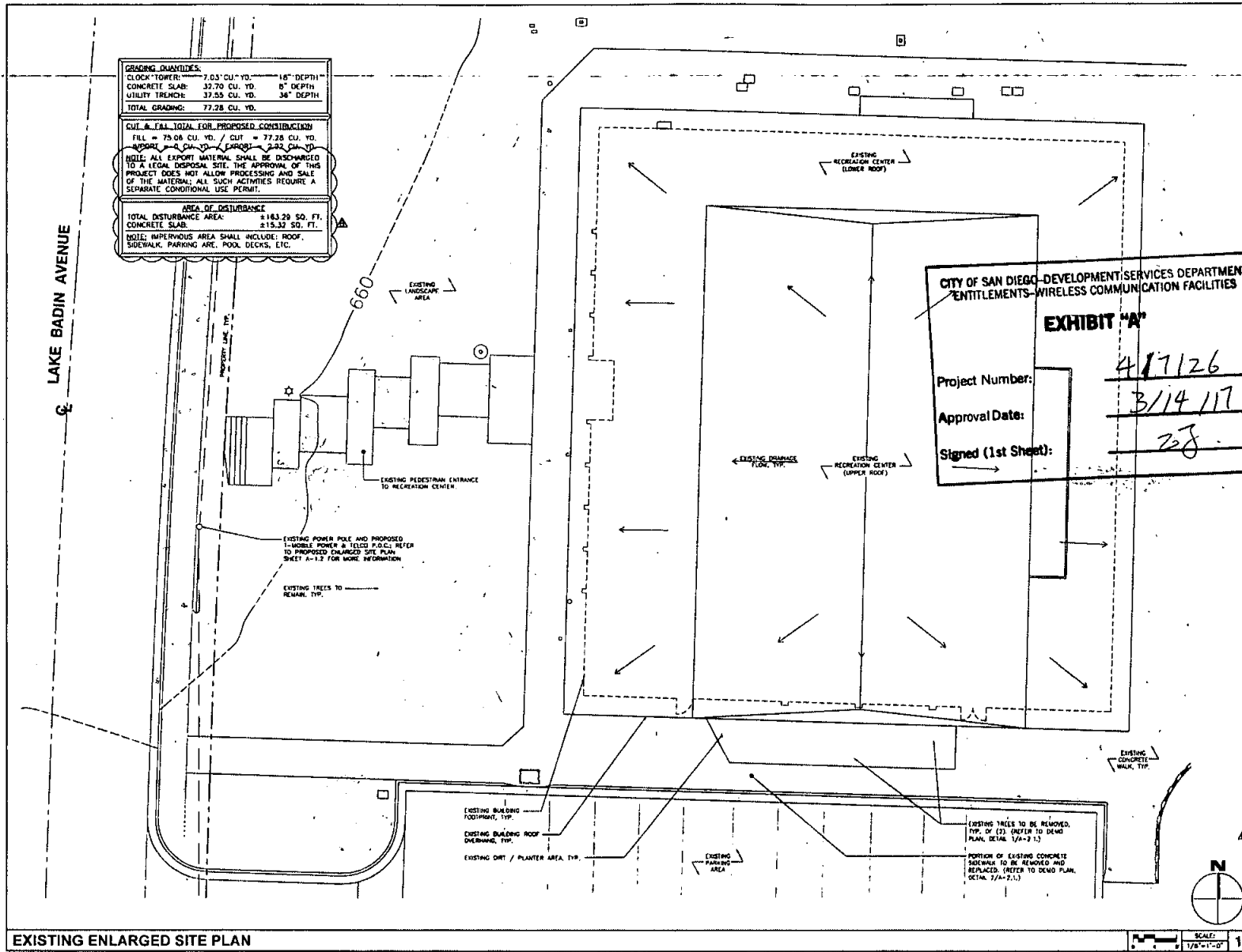
CONSULTANT:
smartlink
18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92614
TEL: (949) 851-2201
FAX: (949) 851-1275

NO.	DATE	DESCRIPTION	BY
1	07/18/18	SD 20 (CITY RE-DESIGN)	NT
2	07/28/18	CLIENT REVISION	AE
3	08/05/18	100% 2D	NT
4	09/30/18	PLANNING COMMENTS	JY
5	10/31/18	PLANNING COMMENTS	AE
6	12/13/18	90% CD	JY
7	12/20/18	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SD07022A
SAN CARLOS RECREATION CENTER
8448 LAKE BADIN AVE
SAN DIEGO, CA 92118



SHEET TITLE:
EXISTING ENLARGED SITE PLAN
SHEET NUMBER:
A-1.1



GRADING QUANTITIES:
CLOCK TOWER: 7.03 CU. YD. 16" DEPTH
CONCRETE SLAB: 33.70 CU. YD. 8" DEPTH
UTILITY TRENCH: 37.55 CU. YD. 36" DEPTH
TOTAL GRADING: 77.28 CU. YD.

CUT & FILL TOTAL FOR PROPOSED CONSTRUCTION:
FILL = 75.08 CU. YD. / CUT = 77.28 CU. YD.
IMPORT = 4.00 CU. YD. EXPORT = 2.22 CU. YD.

NOTE: ALL EXPORT MATERIAL SHALL BE DISCHARGED TO A LEGAL DISPOSAL SITE. THE APPROVAL OF THIS PROJECT DOES NOT ALLOW PROCESSING AND SALE OF THE MATERIAL. ALL SUCH ACTIVITIES REQUIRE A SEPARATE CONDITIONAL USE PERMIT.

AREA OF DISTURBANCE:
TOTAL DISTURBANCE AREA: ±163.29 SQ. FT.
CONCRETE SLAB: ±15.32 SQ. FT.

NOTE: IMPERVIOUS AREA SHALL INCLUDE: ROOF, SIDEWALK, PARKING AREA, POOL DECKS, ETC.

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

EXHIBIT "A"

Project Number: 417126
Approval Date: 3/14/17
Signed (1st Sheet): [Signature]

EXISTING ENLARGED SITE PLAN

T-Mobile
Stick Together®

10509 VISTA SCORCHED PARKWAY
SUITE 200
SAN DIEGO, CA 92121

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC.
277 CARLISLE AVENUE, SUITE 200, CARLSBAD, CA 92008
TEL: (760) 439-1100 FAX: (760) 439-1101

CONSULTANT:

smartlink

18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92617
TEL: (949) 861-2201
FAX: (949) 861-2275

NO.	DATE	DESCRIPTION	BY
1	07/18/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:

SD07022A

**SAN CARLOS
RECREATION CENTER**

6445 LAKE BADIN AVE
SAN DIEGO, CA 92119

SEAL:



SHEET TITLE:

**DEMO & PROPOSED
ENLARGED SITE PLANS**

SHEET NUMBER:

A-1.2

LAKE BADIN AVENUE

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

EXHIBIT "A"

Project Number:

417126

Approval Date:

3/14/17

Signed (1st Sheet):

258

EXISTING CONCRETE SIDEWALK & CURB
RAMP TO BE REMOVED AND REPLACED
WITHIN ADA COMPLIANCE. REFER TO
PROPOSED ENLARGED SITE PLAN ON
THIS SHEET FOR MORE INFORMATION.

EXISTING RECREATION
CENTER WING WALLS TO BE
REMOVED, TYP OF (2)

EXISTING BUILDING
FOOTPRINT, TYP

EXISTING RECREATION CENTER BUILDING
ROOF PORTION TO BE REMOVED TO
ACCOMMODATE NEW TOWER INSTALL. REFER
TO PROPOSED ENLARGED SITE PLAN ON
THIS SHEET FOR MORE INFORMATION.

EXISTING
PARKING
AREA TO REMAIN

LINE OF (2) EXISTING TREES TO BE
REMOVED & REPLACED WITH NEW
LANDSCAPING. REFER TO PROPOSED
ENLARGED SITE PLAN ON THIS
SHEET FOR MORE INFORMATION.



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

2

ENLARGED SITE / DEMO PLAN

LAKE BADIN AVENUE

**PROPOSED T-MOBILE
CLOCKTOWER
ADDITION TO EXISTING
RECREATION CENTER**
REFER TO ANTENNA AND EQUIPMENT
PLANS ON SHEET A-2

NOTE:
1. NONE OF THE EXISTING RECREATION CENTER
DOORS, WINDOWS, OPENINGS, ETC. ARE TO BE
AFFECTED BY THE PROPOSED TOWER INSTALL.
REFER TO PROPOSED ENLARGED SITE PLAN ON
THIS SHEET FOR DISTANCES BETWEEN THE TOWER
& NEAREST OPENINGS.

PROPOSED TYPE "B" CURB
RAMP PER SDG-133 &
A-1.4 A-1.5

PROPOSED CURB AND GUTTER PER
A-1.4

PROPOSED CONCRETE SIDEWALK PER
SDG-100 AND SDG-110, ADJUST AT 5'
O.C. MAX. PER SDG-113 & G-10.
A-1.4 A-1.5 A-1.6 A-1.7

LEVEL LANDSCAPE AREA

EXISTING
PARKING
AREA

PROPOSED T-MOBILE LANDSCAPING
AT EAST AND WEST SIDES OF
TOWER. REFER TO LANDSCAPE
SHEETS

PROPOSED T-MOBILE CONCRETE
STOP- REFER TO STRUCTURAL
SHEETS

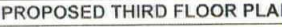
PROPOSED T-MOBILE (3) DOWNLIGHTS
TYP. BELLON TOWER HOUSING TYP.
REFER TO ELECTRICAL SHEETS

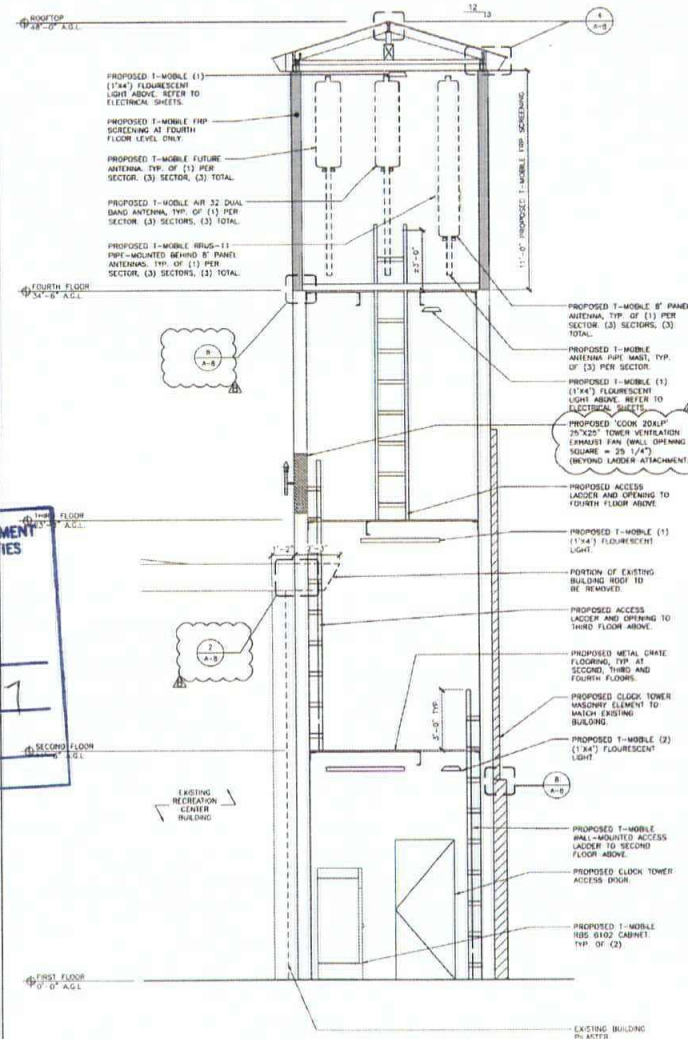
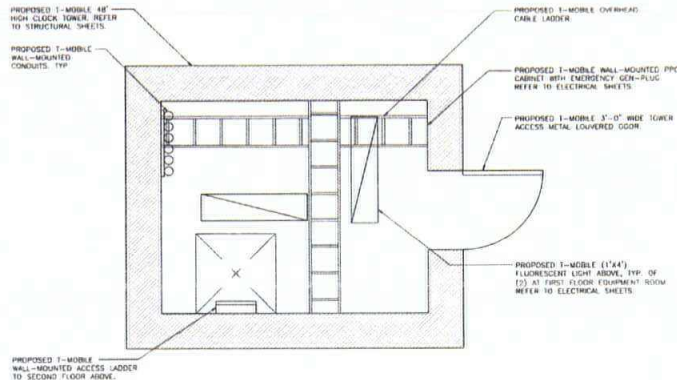


SCALE:
1/8"=1'-0"

1

PROPOSED ENLARGED SITE PLAN





T-Mobile
Stick Together®
10009 WISHA SHERMAN PARKWAY
SUITE 208
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL
PROFESSIONAL ENGINEER & ARCHITECT
10009 WISHA SHERMAN PARKWAY
SUITE 208
SAN DIEGO, CA 92121
TEL: (619) 594-1100 FAX: (619) 594-1101

CONSULTANT:
smartlink
18401 VON KARMAN AVENUE
SUITE 400
DOWNEY, CA 90242
TEL: (562) 861-2201
FAX: (562) 861-2275

NO.	DATE	DESCRIPTION	BY
1	07/16/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:
SD07022A
SAN CARLOS
RECREATION CENTER
6445 LAKE BADIN AVE
SAN DIEGO, CA 92119



SHEET TITLE:
**BUILDING DEMO PLAN,
REFLECTED CEILING
PLAN AND PARTIAL
TOWER SECTION**

SHEET NUMBER:
A-2.1

PROPOSED T-MOBILE REFLECTED CEILING PLAN (AT FIRST FLOOR)

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

EXHIBIT "A"

Project Number: 417126

Approval Date: 3/14/17

Signed (1st Sheet): JS

NOT USED

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

Project Number: 417126
Approval Date: 3/14/11
Signed (1st Sheet): JSS

TOP OF EXISTING BUILDING
+233'-4" A.G.L.

GRADE LEVEL
+0'-0"

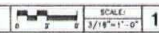
EXISTING BRICK WALL
TO BE REMOVED

EXISTING TREE TO BE
REMOVED. TYP. OF (2)

EXISTING BUILDING

EXISTING BALCONY

EXISTING SOUTH ELEVATION



- TOP OF PROPOSED T-MOBILE CLOCK TOWER
+28'-0" A.G.L.
- TOP OF PROPOSED T-MOBILE PANEL ANTENNAS
+24'-0" A.G.L.
- BAS. CENTER OF PROPOSED T-MOBILE 4" PANEL ANTENNAS
+24'-10" A.G.L.
- BAS. CENTER OF PROPOSED T-MOBILE 8" PANEL ANTENNAS
+20'-1" A.G.L.
- CENTER OF PROPOSED FRP CLOCK
+38'-0" A.G.L.
- PROPOSED CLOCK TOWER FOURTH FLOOR
+34'-8" A.G.L.

- TOP OF EXISTING BUILDING
+233'-4" A.G.L.
- PROPOSED CLOCK TOWER THIRD FLOOR
+225'-0" A.G.L.
- PROPOSED CLOCK TOWER SECOND FLOOR
+211'-8" A.G.L.

GRADE LEVEL
+0'-0"

PROPOSED T-MOBILE
LANDSCAPING (REFER
TO LANDSCAPE PLAN
ON SHEET L-1)

PROPOSED T-MOBILE GPS ANTENNA
MOUNTED ADJACENT TO NEW "COOL
LOOK" 22'-0" TOWER VENTILATION
EXHAUST FAN (WALL OPENING SQUARE
= 20 1/4" DIAMETER)

PROPOSED CLOCK TOWER MASONRY
ELEMENT TO MATCH EXISTING BUILDING

PROPOSED STANDING SEAM METAL ROOF WITH EAVE VENTS
AT EACH SIDE. PAINTED DUVAN EDWARDS "CITY BLUE" TO
MATCH EXISTING RECREATION CENTER BUILDING TRIM

PROPOSED T-MOBILE 8" PANEL ANTENNA, TYP. OF
(1) PER SECTOR (3) SECTORS, (3) TOTAL

PROPOSED FRP SCREEN WALLS AT 4TH FLOOR ONLY, PAINT AND
TEXTURE TO MATCH REMAINDER OF PROPOSED CLOCK TOWER

PROPOSED T-MOBILE PIPE-MOUNTED BRUS-11 BELOW
ANTENNAS, TYP. OF (1) RAD PLR SECTOR, (3)
SECTORS, (3) BRUS TOTAL

PROPOSED T-MOBILE AIR 32 DUAL BAND ANTENNA,
TYP. OF (1) PER SECTOR (3) SECTORS, (3) TOTAL

PROPOSED FUTURE T-MOBILE PANEL ANTENNA LOCATION,
TYP. OF (1) PER SECTOR (3) SECTOR, (3) TOTAL

PROPOSED T-MOBILE 48" HIGH CLOCK TOWER WITH
STUCCO FINISH, BEIGE PAINT TO MATCH LOWER WEST
SIDE OF EXISTING PARK & REC. BUILDING

EXISTING BUILDING

EXISTING BALCONY

PROPOSED SOUTH ELEVATION



Stick Together
10509 META BOULEVARD, PHOENIX
SUITE 206
SAN DIEGO, CA 92121

PLANS PREPARED BY:
NATIONAL
ENGINEERING & CONSULTING, INC.
22222 SANTEE BLVD., SUITE 200
SAN DIEGO, CA 92131

CONSULTANT:
smartlink
18401 VOH SARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 861-2201
FAX: (949) 387-1275

NO.	DATE	DESCRIPTION	BY
1	07/18/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:
SD07022A
**SAN CARLOS
RECREATION CENTER**
6445 LAKE BADIN AVE
SAN DIEGO, CA 92119

SEAL:

SHEET TITLE:
**ARCHITECTURAL
ELEVATIONS**

SHEET NUMBER:
A-3

T-Mobile
Stick Together®

10808 VISTA SORRENTO PARKWAY
SUITE 200
SAN DIEGO, CA 92121

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

EXHIBIT "A"

Project Number:

417126

Approval Date:

3/14/17

Signed (1st Sheet):

[Signature]

NATIONAL
EXAMINING ENGINEERS & CONSULTANTS INC.
2000 WILSON AVENUE, SUITE 100
SAN DIEGO, CA 92108
TEL: (619) 594-1100 FAX: (619) 594-1101

CONSULTANT:

smartlink

10801 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 861-2201
FAX: (949) 861-2225

NO.	DATE	DESCRIPTION	BY
1	07/18/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	08/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:

SD07022A

**SAN CARLOS
RECREATION CENTER**

6445 LAKE BADIN AVE
SAN DIEGO, CA 92119

SEAL:



SHEET TITLE:

**ARCHITECTURAL
ELEVATIONS**

SHEET NUMBER:

A-4

TOP OF EXISTING BUILDING
+239'-4" A.G.L.

GRADE LEVEL
+239'-0" A.G.L.

EXISTING NORTH ELEVATION

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

TOP OF PROPOSED T-MOBILE CLOCK TOWER
+248'-0" A.G.L.

TOP OF PROPOSED T-MOBILE PANEL ANTENNAS
+244'-0" A.G.L.

RAD. CENTER OF PROPOSED T-MOBILE 4" PANEL ANTENNAS
+241'-10" A.G.L.

RAD. CENTER OF PROPOSED T-MOBILE 8" PANEL ANTENNAS
+240'-1" A.G.L.

CENTER OF PROPOSED FRP CLOCK
+238'-0" A.G.L.

PROPOSED CLOCK TOWER FOURTH FLOOR
+234'-8" A.G.L.

TOP OF EXISTING BUILDING
+239'-4" A.G.L.

GRADE LEVEL
+239'-0" A.G.L.

PROPOSED NORTH ELEVATION

SCALE: 3/16"=1'-0" 2

EXISTING TREE TO BE
REMOVED. TYP. OF (2)

EXISTING

PROPOSED STANDING SEAM METAL ROOF WITH CAVE VENTS
AT EACH SIDE. PAINTED DUFFY EDWARDS "CITY BLUE" TO
MATCH EXISTING RECREATION CENTER BUILDING TRIM.

PROPOSED T-MOBILE 8" PANEL ANTENNA. TYP. OF
(1) PER SECTOR. (3) SECTORS. (3) TOTAL.

PROPOSED FRP SCREEN WALLS AT 4TH FLOOR ONLY. PAINT AND
TEXTURE TO MATCH REMAINDER OF PROPOSED CLOCK TOWER.

PROPOSED T-MOBILE PIPE-MOUNTED RHUS-11 BELOW
ANTENNAS. TYP. OF (1) RHUS PER SECTOR. (3)
SECTORS. (3) RHUS TOTAL.

PROPOSED T-MOBILE AIR 32 DUAL BAND ANTENNA.
TYP. OF (1) PER SECTOR. (3) SECTORS. (3) TOTAL.

PROPOSED FUTURE T-MOBILE PANEL ANTENNA LOCATION
TYP. OF (1) PER SECTOR. (3) SECTOR. (3) TOTAL.

PROPOSED T-MOBILE 48" HIGH CLOCK TOWER WITH
STUCCO FINISH. BEIGE PAINT TO MATCH LOWER WEST
SIDE OF EXISTING TASK & REC. BUILDING.

PROPOSED 6'-0" x 8' FRP CLOCK WITH
18" HIGH ARM. FONT. TYP. OF (1)
AT EAST, SOUTH AND WEST SIDES
OF TOWER. (3) CLOCKS TOTAL.

PROPOSED T-MOBILE OPS ANTENNA
MOUNTED ADJACENT TO NEW "CLOCK
TOWER". 25"x25" TOWER VENTILATION
EXHAUST FAN SMALL OPENING SQUARE
= 22 1/4"

T-Mobile
Stick Together[®]
10509 VISTA SCHWABT PARKWAY
SUITE 200
SAN DIEGO, CA 92121

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC.
20100 SAN DIEGO AVENUE, SUITE 100
SAN DIEGO, CA 92128

CONSULTANT:

smartlink
1800 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 861-2201
FAX: (949) 861-1717

NO.	DATE	DESCRIPTION	BY
1	07/16/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:

SD07022A
SAN CARLOS
RECREATION CENTER
6445 LAKE BADIN AVE
SAN DIEGO, CA 92119

SEAL:



SHEET TITLE:

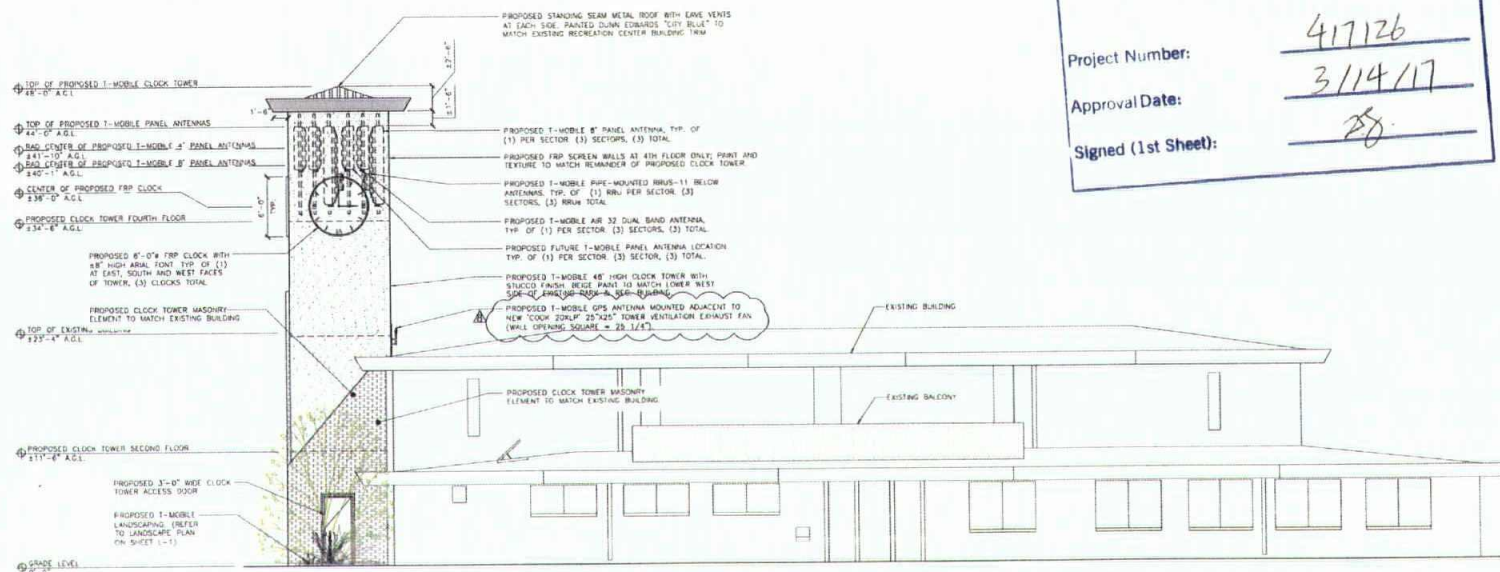
ARCHITECTURAL
ELEVATIONS

SHEET NUMBER:

A-5



EXISTING EAST ELEVATION



PROPOSED EAST ELEVATION

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

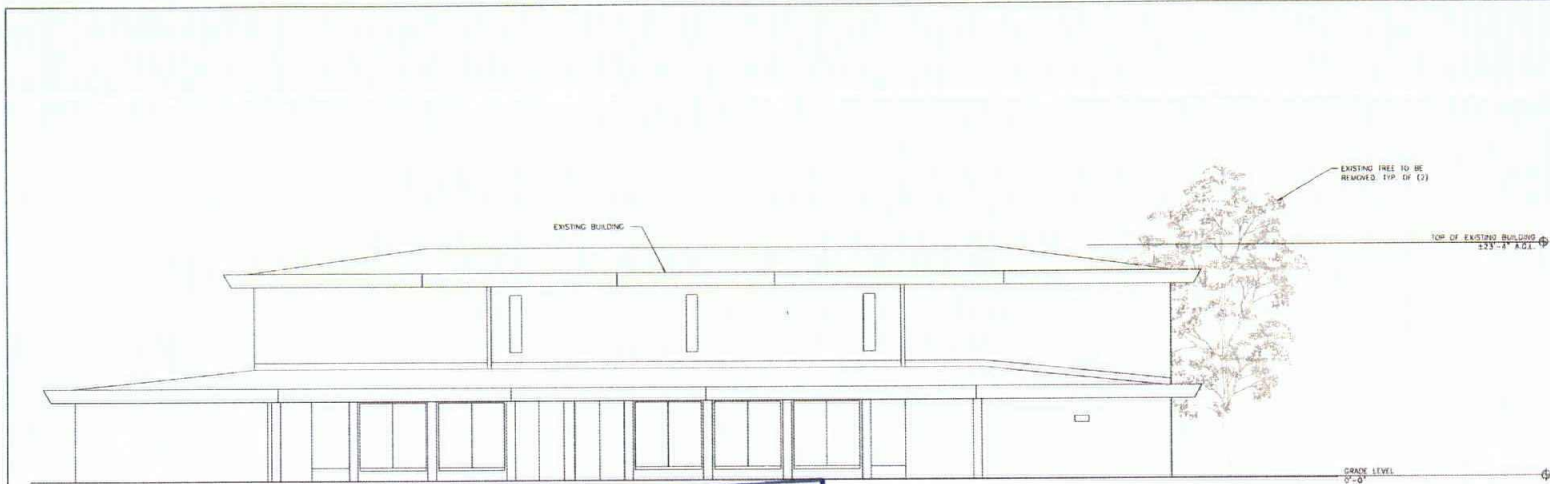
EXHIBIT "A"

Project Number: 417126

Approval Date: 3/14/17

Signed (1st Sheet): JS

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

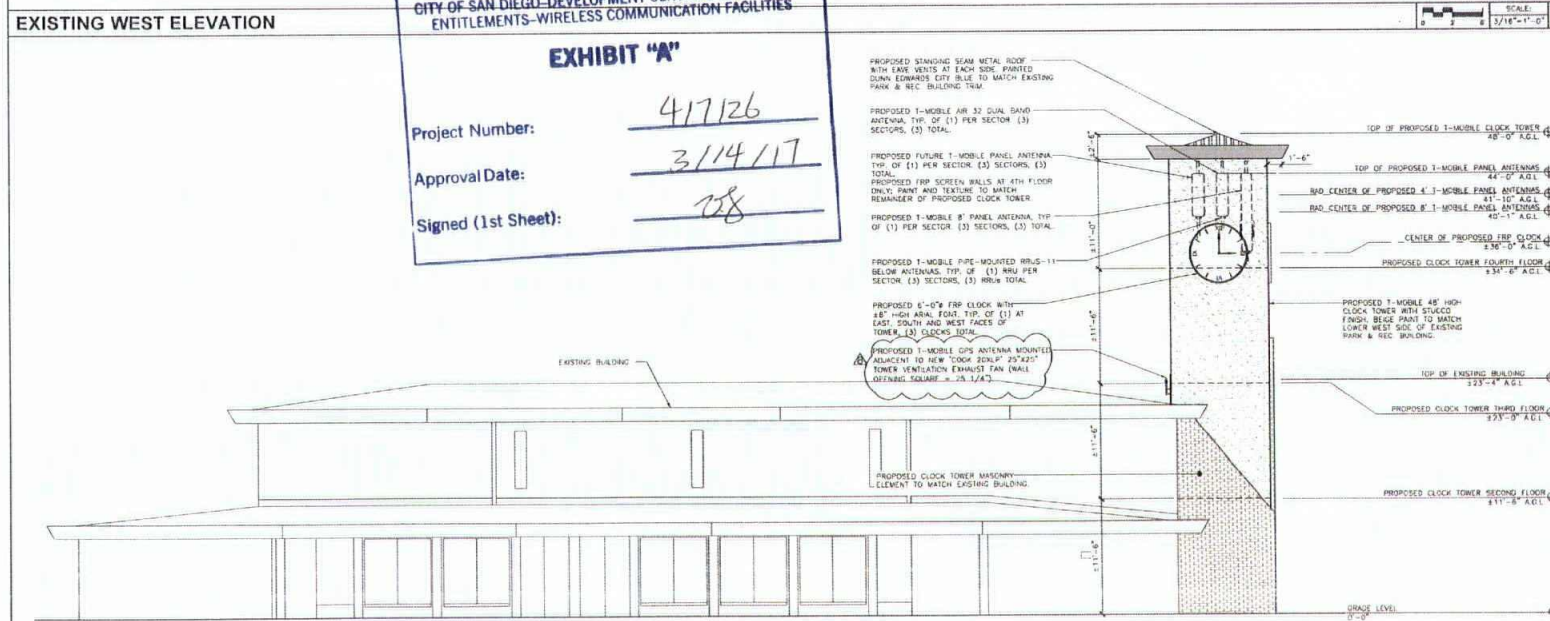


EXISTING WEST ELEVATION

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

EXHIBIT "A"

Project Number: 417126
Approval Date: 3/14/17
Signed (1st Sheet): TS



PROPOSED WEST ELEVATION

T-Mobile
Stick Together
10509 JOSTA SUBDIVISION PARKWAY
SUITE 200
SAN DIEGO, CA 92121

PLANS PREPARED BY:

NATIONAL
ENGINEERING & CONSULTING, INC.
11111 LINDSEY AVENUE, SUITE 100
SAN DIEGO, CA 92121

CONSULTANT:

smartlink
18401 VON KARMAN AVENUE
SUITE 400
IRVINE, CA 92612
TEL: (949) 863 2201
FAX: (949) 863 2275

NO.	DATE	DESCRIPTION	BY
1	07/18/16	90% 2D (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% 2D	NT
4	09/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	J5

SITE INFORMATION:

SD07022A
SAN CARLOS
RECREATION CENTER

6445 LAKE BADIN AVE
SAN DIEGO, CA 92119

SEAL:



SHEET TITLE:

ARCHITECTURAL
ELEVATIONS

SHEET NUMBER:

A-6

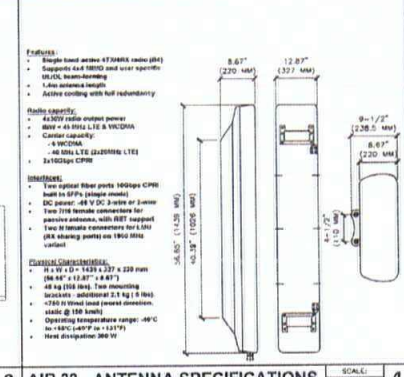
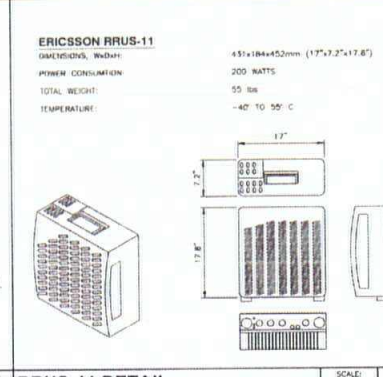
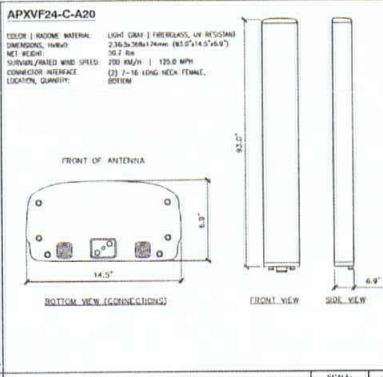
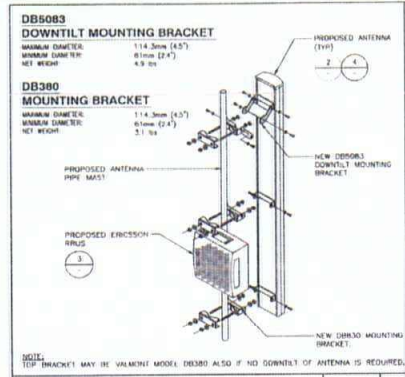
NO.	DATE	DESCRIPTION	BY
1	07/18/16	90% ZD (CITY RE-DESIGN)	NT
2	07/28/16	CLIENT REVISION	AE
3	08/05/16	100% ZD	NT
4	08/30/16	PLANNING COMMENTS	JY
5	10/31/16	PLANNING COMMENTS	AE
6	12/13/16	90% CD	JY
7	12/20/16	100% CD	JY
8	05/01/17	PLAN CHECK CORRECTIONS	JS

SITE INFORMATION:
SD07022A
SAN CARLOS
RECREATION CENTER
8446 LAKE BADIN AVE
SAN DIEGO, CA 92119



SHEET TITLE:
ARCHITECTURAL
DETAILS

SHEET NUMBER:
A-7



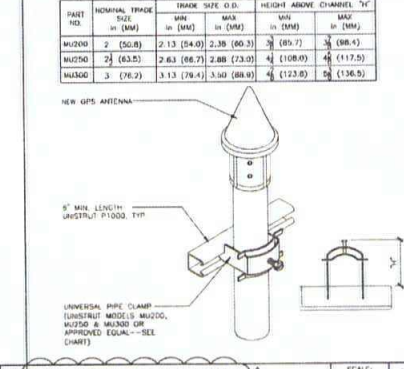
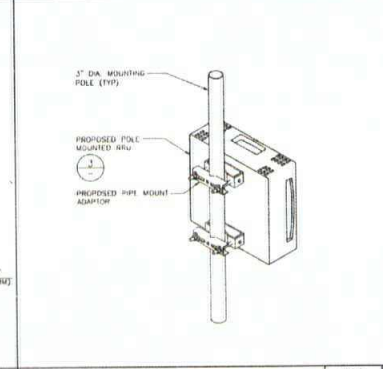
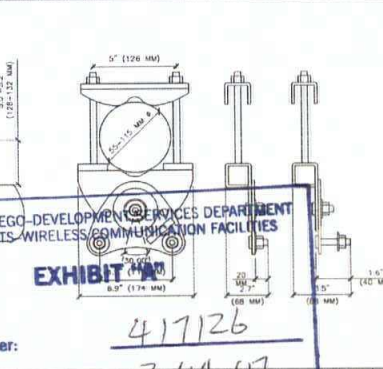
1 ANTENNA MOUNT W/ RRUS

2 ANTENNA SPECIFICATIONS

3 RRUS-11 DETAIL

4 AIR 32 - ANTENNA SPECIFICATIONS

TYPE NO.	RS010070
NAME	ANT CLAMP NO 55-115 MM
STATUS	DETILED
VIEW	
SUBJECT FOR NEW DRAWING	55-115 MM
ANTENNA - WIND DISTANCE T	120-132 MM
NUMBER OF PICES	2 PICES
MATERIAL - CLAMP	NOT-SP GALVANIZED STEEL
-SCREWS	NOT-SP GALVANIZED STEEL
-NUTS	STAINLESS STEEL
TYPE NO.	4.2 HG

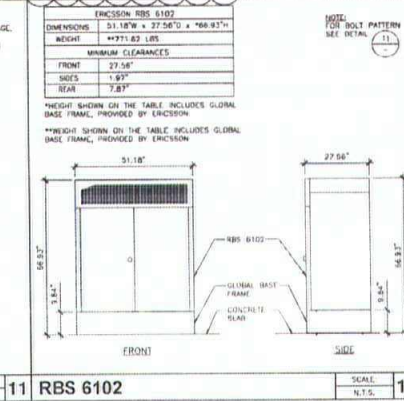
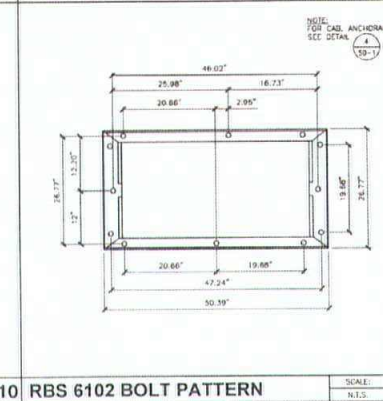
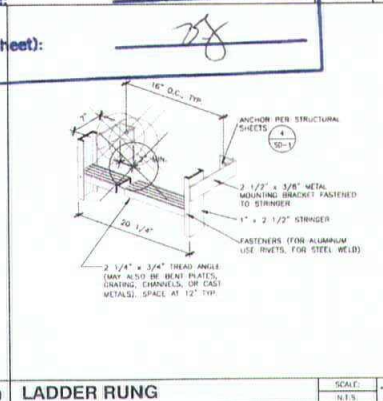
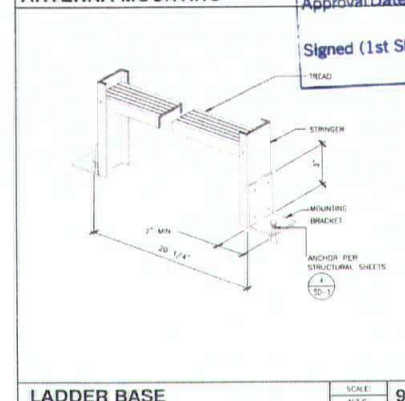


5 ANTENNA MOUNTING

6 RRU MOUNTING

7 GPS ANTENNA MOUNT

8 GPS ANTENNA MOUNT



9 LADDER BASE

10 LADDER RUNG

11 RBS 6102 BOLT PATTERN

12 RBS 6102



EXISTING

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

EXHIBIT "A"

Project Number:

417126

Approval Date:

3/14/17

Signed (1st Sheet):

UL

PROPOSED ANTENNAS WITHIN
NEW CLOCK TOWER



PROPOSED

LOOKING NORTH FROM LAKE ADLON DRIVE



EXISTING

Project Number:

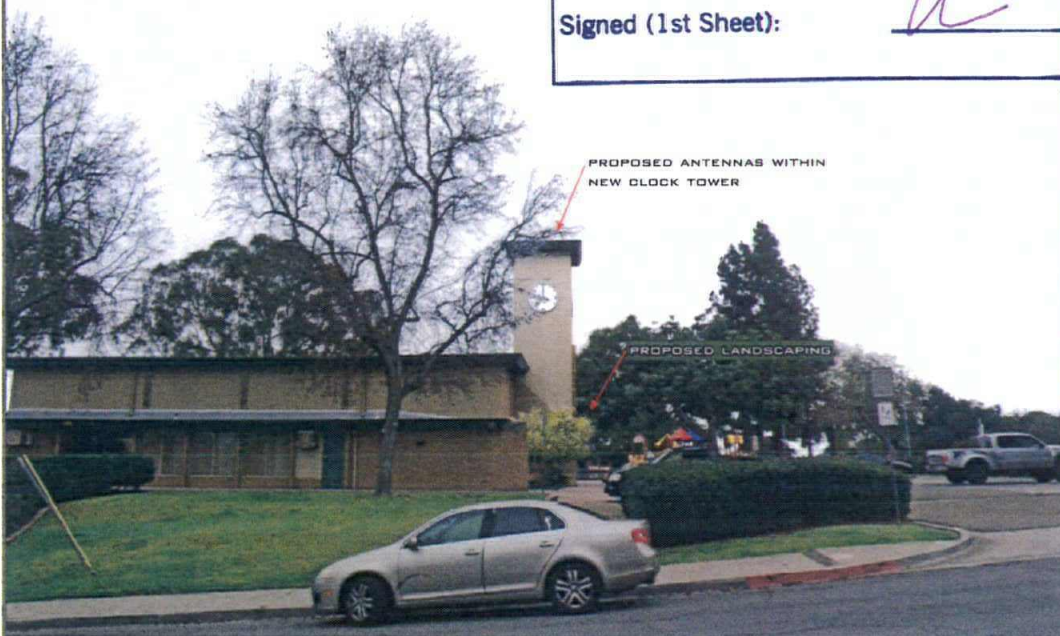
417126

Approval Date:

3/14/17

Signed (1st Sheet):

W



PROPOSED

LOOKING EAST FROM LAKE BADIN DRIVE



©2017 Google Maps



EXISTING

CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTERTAINMENT & WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number:

417126

Approval Date:

3/14/17

Signed (1st Sheet):

U

PROPOSED ANTENNAS WITHIN
NEW CLOCK TOWER



PROPOSED

LOOKING WEST FROM PARK

NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

FILED
Ernest J Dronenburg, Jr. Recorder County Clerk

PROJECT NO.: **417126**

PROJECT TITLE: **T-Mobile San Carlos Recreation**

MAR 22 2017

PROJECT LOCATION-SPECIFIC: 6445 Lake Badin Avenue, San Diego, California 92119

BY: [Signature]
DEPUTY

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project is a Conditional Use Permit (CUP) and Neighborhood Use Permit (NUP) for a Wireless Communication Facility (WCF) consisting of a new 48' tall clock tower, located on the south side of an existing recreational center, concealing nine antennas and five remote radio units (RRUs). Associated equipment will be located in the base of the clock tower. The project site is designated as community park and is zoned OP-1-1. It is located in the Navajo Community Planning area.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

FILED IN THE OFFICE OF THE COUNTY CLERK

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Jerrold Ploof (Agent)
Smart Link
3580 Arnold Avenue
San Diego, CA 92104
(858)-344-4444

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
(X) CATEGORICAL EXEMPTION: CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment. The project, as described in the *Description of Nature and Purpose of the Project* section of this Notice of Exemption, meets the criteria set forth in CEQA Section 15303 which addresses the construction and location of limited numbers of new, small facilities or structures and the installation of small new equipment and facilities in small structures. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

LEAD AGENCY CONTACT PERSON: Anna L. McPherson AICP

TELEPHONE: (619) 446-5276

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

Revised 010410mjh

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Annah. McPherson

NOVEMBER 4, 2016

/SENIOR PLANNER

SIGNATURE/TITLE

DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

() SIGNED BY APPLICANT

0 1 1 1 1

19.0.0000-0000-0000-0000-0000-0000

1005 11 11 11

BY _____
DEPUTY

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on MAR 22 2017

Posted MAR 22 2017 Removed APR 26 2017

Returned to agency on APR 26 2017

Deputy [Signature]



State of California - Department of Fish and Wildlife

2017 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:

37-2017- 0237

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY

CITY OF SAN DIEGO

LEAD AGENCY EMAIL

DATE

03/22/2017

COUNTY/STATE AGENCY OF FILING

San Diego County

DOCUMENT NUMBER

20170237

PROJECT TITLE T-MOBILE SAN CARLOS RECREATION

PROJECT APPLICANT NAME

JERROD PLOOF/ SMART LINK

PROJECT APPLICANT EMAIL

PHONE NUMBER

(858)344-4444

PROJECT APPLICANT ADDRESS

3580 ARNOLD AVENUE

CITY

SAN DIEGO

STATE

CA

ZIP CODE

92104

PROJECT APPLICANT (Check appropriate box)

☐ Local Public Agency☐ School District☐ Other Special District☐ State Agency☒ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)

\$3,078.25

\$

☐ Mitigated/Negative Declaration (MND)(ND)

\$2,216.25

\$

☐ Certified Regulatory Program document (CRP)

\$1,046.50

\$

☐ Exempt from fee☒ Notice of Exemption (attach)☐ CDFW No Effect Determination (attach)☐ Fee previously paid (attach previously issued cash receipt copy)☐ Water Right Application or Petition Fee (State Water Resources Control Board only)

\$850.00

\$

☒ County documentary handling fee

\$

\$50.00

☐ Other

\$

PAYMENT METHOD:

☐ Cash☐ Credit☒ Check☐ Other 61196

TOTAL RECEIVED

\$

\$50.00

SIGNATURE

X

AGENCY OF FILING PRINTED NAME AND TITLE

San Diego County

JOBELL L RUSIT

, Deputy





Ernest J. Dronenburg, Jr.

COUNTY OF SAN DIEGO ASSESSOR/RECORDER/COUNTY CLERK



ASSESSOR'S OFFICE
1600 Pacific Highway, Suite 103
San Diego, CA 92101-2480
Tel. (619) 236-3771 * Fax (619) 557-4056

www.sdarecc.com

RECORDER/COUNTY CLERK'S OFFICE
1600 Pacific Highway, Suite 260
P.O. Box 121750 * San Diego, CA 92112-1750
Tel. (619) 237-0502 * Fax (619) 557-4155

Transaction #: 381229420170322
Deputy: JRUSIT
Location: COUNTY ADMINISTRATION BUILDING
22-Mar-2017 10:53

FEES:

50.00 Qty of 1 Fee Notice of Exemption for Ref# 2017 0237

50.00 TOTAL DUE

PAYMENTS:

50.00 Check

50.00 TENDERED

**SERVICES AVAILABLE AT
OFFICE LOCATIONS**

- * Tax Bill Address Changes
- * Records and Certified Copies:
 - Birth/ Marriage/ Death/ Real Estate
- * Fictitious Business Names (DBAs)
- * Marriage Licenses and Ceremonies
- * Assessor Parcel Maps
- * Property Ownership
- * Property Records
- * Property Values
- * Document Recordings

**SERVICES AVAILABLE ON-LINE AT
www.sdarecc.com**

- * Forms and Applications
- * Frequently Asked Questions (FAQs)
- * Grantor/ Grantee Index
- * Fictitious Business Names Index (DBAs)
- * Property Sales
- * On-Line Purchases
 - Assessor Parcel Maps
 - Property Characteristics
 - Recorded Documents

Exhibit C
Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:
T-Mobile West LLC
2008 McGaw Avenue
Irvine, CA 92614
Attn: Lease Compliance, Site #SD07022A

APN# 457-400-06

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of _____, 2017 (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 **T-MOBILE WEST LLC, a Delaware limited liability company** (“LESSEE”), with an office at 10509 Sorrento Parkway, Suite 206, San Diego, CA 92121, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 2017, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease.
2. The term of the Lease is ten (10) years and commenced on _____, 2017.
3. The land which is the subject of the Lease is described in attached Exhibit “A.” The portion of the land being leased to LESSEE is set forth in the Lease.

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

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

T-MOBILE WEST LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:
MARA W. ELLIOTT, City Attorney

By _____
Melissa Ables, Deputy City Attorney

Exhibit D

Interference Protection Requirements

- a. Interference. Prior to the Effective Date or at any time during the Term of this Lease, though not more than once within any twelve (12) month period unless LESSEE is seeking CITY approval of modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions, 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 which LESSEE is provided the address of from CITY 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.

Similarly, CITY shall not use, nor shall CITY permit its future lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way which interferes with the prior existing and lawful operations of LESSEE. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

TECHNICAL DATA SUMMARY

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

DATE _____

LOCATION: SD07022A APPLICANT: T-Mobile West LLC

CALL SIGN _____ CONTACT NAME _____ PHONE _____

TRANSMITTER**RECEIVER**

Manufacturer _____

Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA**TRANSMIT CAVITY
FILTER ISOLATOR**

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E

Installation Standards

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

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

Exhibit F

Emergency Maintenance Procedures

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

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **LESSEE'S Landlord Hotline at (877) 373-0093**.

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 shut down and if not corrected, to be removed permanently and replaced at another location or with other non-interfering equipment, as provided for in this Lease.

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

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

Exhibit G
Park Maintenance Standards – Effective July 1, 2012

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

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

The proposed Urban Runoff Management Plan would require additional park maintenance activities, such as:

Storm drain inspection:

- o Inspect the storm drain system before and after rainy season - January 31 and September 30
- o Ensure Special Event LESSEE has left the area clean and there was no evidence of any pollutant discharge for each special event (75 people or more) staff supervisor must sign off on permit regarding the inspection

Storm drains (catch basins) must be inspected and cleaned at least twice annually if needed

Parking lots must be swept to pollutant free at least once annually (or by each inspection date if needed)

Storm water general refresher training (sponsored by Storm Water Division) and activity-specific training (tailgates by Department supervisors) is required annually Storm water will conduct random e-tests to measure general knowledge of staff

All LESSEES and contractors will be issued General Development Plans (maps of the areas they are permitting/working) with storm drains indicated, as well as the relevant Department BMP's and good housekeeping procedures

The Department has a 90% threshold for each of these park maintenance standards due to issues such as inclement weather, staff shortages, and emergencies.

x 19

DOC# 2017-0209484



May 10, 2017 12:16 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$69.00

PAGES: 19

**RECORDING REQUESTED
BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES**

**WHEN RECORDED MAIL
TO CITY CLERK
MAIL STATION 2A**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 24005734

**CONDITIONAL USE PERMIT NO. 1648965
NEIGHBORHOOD USE PERMIT NO. 1671974
T-MOBILE SAN CARLOS RECREATION CENTER
PROJECT NO. 417126
CITY COUNCIL**

This Conditional Use Permit No. 1648965 and Neighborhood Use Permit No. 1671974 is granted by the City Council of the City of San Diego to the City of San Diego, Owner and T-Mobile USA, Inc., Permittee, pursuant to San Diego Municipal Code (SDMC) sections 141.0420, 126.0303, and 126.0402. The 10.5-acre site is located at 6445 Lake Badin Avenue in the QP-1-1 zone of the Navajo Community Plan area. The project site is legally described as: All that real property situated in the County of San Diego, State of California, described as follows: All of Lots 579, 580 and the westerly 145.00 feet of Lot 578 of San Carlos Unit No. 7, in the City of San Diego, County of San Diego, State of California, according to Map No. 4927, filed in the Office of the County Recorder of San Diego County, on March 2, 1962.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee for a Wireless Communication Facility described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated March 14, 2017, on file in the Development Services Department.

The project shall include:

- a. A 48-foot-tall clock tower concealing nine panel antennas (with the following dimensions: 93" x 14.5" x 6.9" and 55.65" x 12.87" x 8.67") and five remote radio units with associated equipment located in the base of the tower;
- b. Landscaping (planting, irrigation and landscape related improvements); and

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- c. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.
- d. Every aspect of this project is considered an element of concealment including (but not limited to) the dimensions, build and scale, color, materials and texture. Any future modifications to this permit/project must not defeat concealment.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36-month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by March 14, 2020.
2. This Conditional Use Permit (CUP)/Neighborhood Use Permit (NUP)/Neighborhood Development Permit (NDP) and corresponding use of this site shall **expire on March 14, 2027**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit.
3. No later than ninety (90) days prior to the expiration of this permit, the Permittee may submit a new application to the City Manager for consideration with review and a decision by the appropriate decision maker at that time. Failure to submit prior to the deadline will be cause for enforcement for noncompliance, which may include penalties and fines.
4. Under no circumstances does approval of this permit authorize Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Use of this permit beyond the expiration date of this permit is prohibited.
5. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.

6. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.

7. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Permittee and any successor(s) in interest.

8. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

9. Issuance of this Permit by the City of San Diego does not authorize the Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 (ESA) and any amendments thereto (16 U.S.C. § 1531 et seq.).

10. The Permittee shall secure all necessary building permits. The Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

11. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

12. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

13. The Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Permittee of any claim, action, or proceeding and, if the City

should fail to cooperate fully in the defense, the Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Permittee.

ENGINEERING REQUIREMENTS:

14. The project proposes to export 2.2 cubic yards of material from the project site. All excavated material listed to be exported, shall be exported to a legal disposal site in accordance with the Standard Specifications for Public Works Construction (the "Green Book"), 2015 edition and Regional Supplement Amendments adopted by Regional Standards Committee.

15. Prior to the issuance of any construction permit, the Permittee shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the San Diego Municipal Code, into the construction plans or specifications.

16. Prior to the issuance of any construction permit the Permittee shall submit a Water Pollution Control Plan (WPCP). The WPCP shall be prepared in accordance with the guidelines in Appendix E of the City's Storm Water Standards.

PARK AND RECREATION REQUIREMENTS:

17. The Permittee shall ensure that the Park & Recreation Department review and approve construction plans prior to building permit issuance.

PLANNING/DESIGN REQUIREMENTS:

18. A topographical survey conforming to the provisions of the SDMC may be required if it is determined, during construction, that there may be a conflict between the structure(s) under construction and a condition of this Permit or a regulation of the underlying zone. The cost of any such survey shall be borne by the Permittee.

19. Prior to issuance of any construction permits, the Permittee shall provide a valid "Determination of No Hazard to Air Navigation" issued by the Federal Aviation Administration (FAA).

20. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and in accordance with the applicable regulations in the SDMC.

21. All facilities and related equipment shall be: maintained in good working order; free from trash, debris, graffiti; and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days of notification by the City of San Diego.
22. The Permittee shall notify the City within 30 days of the sale or transfer of this site to any other provider or if the site is no longer operational requiring the removal and the restoration of this site to its original condition.
23. The photo simulation for the proposed project shall be printed on the building plans. This is to ensure the construction team building the project is in compliance with the approved Exhibit "A."
24. Any future modifications to the antennas must be approved by Development Services. The Permittee shall provide evidence demonstrating compliance with Federal standards for radio frequency emissions in accordance with the Telecommunications Act of 1996 and any subsequent amendments.
25. The WCF shall conform to Exhibit "A" (consisting of the stamped approved plans and approved photo simulation) prior to receiving final inspection approval.
26. The accuracy and validity of the RF Compliance Report, submitted by the Permittee, shall be assured while the WCF is in operation.
27. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
28. The Permittee shall place appropriate signage on the WCF as required by CAL-OSHA/FCC to the satisfaction of the Development Services Department.

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- A "Telecom Planning Inspection" will be required prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans, exhibits, and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at (619) 446-5351 to schedule an inspection of the completed WCF. Please request the telecom inspection at least five working days ahead of the requested Final inspection.

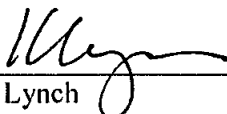
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the City Council of the City of San Diego on MAR 14 2017, by
Resolution No. R-310994.

Permit Type/PTS Approval No.: CUP No. 1648965/NUP No. 1671974

Date of Approval: March 14, 2017

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT



Karen Lynch
Development Project Manager

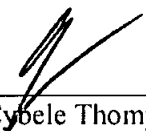
**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

**The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of
this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.**

CITY OF SAN DIEGO

Owner

By

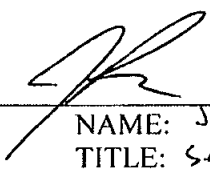


Cybele Thompson
Director, Real Estate Assets

T-MOBILE USA, INC.

Permittee

By



NAME: *Joseph Rose* AKA *JOSEPH FRANKLIN ROSE*
TITLE: *Site Development Manager, T-Mobile*

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On May 1, 2017 before me, Stacie L. Maxwell, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared --- Karen Lynch ---
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: T-Mobile San Carlos Recreation Center - Project No 417126
Document Date: March 14, 2017 Number of Pages: 7
Signer(s) Other Than Named Above: Cybele Thompson and Joseph Rose

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

)

) §

COUNTY OF San Diego

)

On April 26, 2017 before me, Teresa Dolores Morse, Notary Public,
Date Here Insert Name and Title of Officer

personally appeared Cybele Thompson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Green Salinas House

ORIGINAL

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN DIEGO)

On 4/4/17 before me, CORINA MARIE TAITANO, PUBLIC NOTARY
(here insert name and title of the officer)

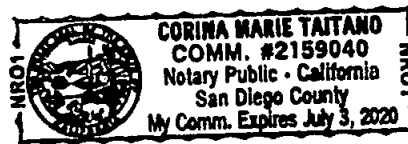
personally appeared Joseph Franklin Rose

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

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

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

ORIGINAL

RESOLUTION NUMBER R- 310994DATE OF FINAL PASSAGE MAR 14 2017

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO DENYING THE APPEAL AND APPROVING
THE CONDITIONAL USE PERMIT NO. 1648965 AND
NEIGHBORHOOD USE PERMIT NO. 1671974 FOR T-MOBILE
SAN CARLOS RECREATION CENTER – PROJECT NO. 417126.

WHEREAS, City Of San Diego, Owner and T-Mobile USA, Inc., Permittee, filed an application with the City of San Diego for a Conditional Use Permit and Neighborhood Use Permit for a Wireless Communication Facility (WCF) (as described in and by reference to the approved Exhibit “A” and corresponding conditions of approval for the associated Permit No. 1648965/1671974), on portions of a 10.5 acre site; and

WHEREAS, the project site is located at 6445 Lake Badin Avenue in the OP-1-1 zone of the Navajo Community Plan area; and

WHEREAS, the project site is legally described as all that real property situated in the County of San Diego, State of California, described as follows: All of Lots 579, 580 and the westerly 145.00 feet of Lot 578 of San Carlos Unit No. 7, in the City of San Diego, County of San Diego, State of California, according to Map No. 4927, filed in the Office of the County Recorder of San Diego County, on March 2, 1962; and

WHEREAS, on December 15, 2016, the Planning Commission of the City of San Diego considered Conditional Use Permit No. 1648965 and Neighborhood Use Permit No. 1671974, pursuant to the Land Development Code of the City of San Diego; and

WHEREAS, on November 4, 2016, the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources

Code section 21000 et seq.) under CEQA Guideline Section 15303 and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code section 112.0520; and

WHEREAS, under San Diego Charter section 280(a)(2), this resolution is not subject to veto by the Mayor because this matter requires the City Council to act as a quasi-judicial body and where a public hearing was required by law implicating due process rights of individuals affected by the decision and where the City Council was required by law to consider evidence at the hearing and to make legal findings based on the evidence presented; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that it adopts the following findings for CUP No. 1648965 and NUP No. 1671974:

CONDITIONAL USE PERMIT – SAN DIEGO MUNICIPAL CODE (SDMC)
SECTION 126.0305.

A. Findings for all Conditional Use Permits:

1. The proposed development will not be adversely affect the applicable land use plan. The Navajo Community Plan did not contemplate WCFs when it was written in 1982, however, the City of San Diego's General Plan (UD-15) requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view.

This project consists of a 48-foot-tall clock tower concealing nine panel antennas and five Remote Radio Units (RRU). The associated equipment is located in the base of the tower. The project site is zoned OP-1-1. Pursuant to LDC section 141.0420(f)(3), a WCF in the OP-1-1 zone is allowed with a Conditional Use Permit (CUP). Additionally, pursuant to LDC section 141.0420(f)(1), a WCF in a dedicated park is permitted with a Neighborhood Use Permit (NUP). The tower is proposed to be located on the south side of the gymnasium and is designed to integrate with the architecture of the recreation center. A clock will be located on the west, east and south sides of the tower at approximately 35 feet and subject to approval from the Park and Recreation Department, a sign may be included in the overall design of the tower. The proposed location of the WCF will not interfere with park activities.

The proposed WCF complies with the City's Land Development Code section 141.0420, Wireless Communication Facilities, as well as the requirements of the City's General Plan. The proposed WCF does not adversely affect the applicable land use plan or the City's General Plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare. The project is located on the San Carlos Recreation Center property at 6445 Lake Badin Avenue, in the Navajo Community Planning area. The project consists of a 48-foot-tall clock tower concealing nine panel antennas and five RRUs. Equipment associated with the antennas will be located in the base of the tower.

The project was determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to section 15303 (New Construction or Conversion of Small Structures). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

The Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." An Electromagnetic Energy Exposure Report was prepared by Dtech, which concluded that the project will be in compliance with FCC standards for RF emissions. Therefore, the project would not result in any significant health or safety risks to the surrounding area within matters of the City's jurisdiction.

In conclusion, the proposed project will not be detrimental to the public health, safety and welfare.

3. The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code. Land Development Code section 141.0420 permits WCFs on sites zoned OP-1-1, as this one is, with a CUP. The project consists of a 48-foot-tall clock tower concealing nine panel antennas and five RRUs with the associated equipment located in the base of the tower. The tower will be designed to match the architecture of the recreation center building. The project complies with the development regulations of the OP-1-1 zone and no deviations are proposed. The WCF regulations require that facilities be minimally visible through the use of architecture, landscape, and siting solutions. For park sites, the WCF regulations further require antennas to be mounted on sport field light poles, security light poles, foul line poles or flagpoles. In this case, T-Mobile originally proposed ball field lights supporting antennas, which met with great community opposition. Options presented to the Community Planning Group resulted in support of a clock tower design. The design is similar to the recreation center building, using the same masonry blocks as a design feature to compliment the main building while the majority of the tower will be stucco painted to match the recreation center building. The east, west and south faces of the tower will include an analog clock. Subject to approval by

the Park and Recreation Department, a sign identifying the recreation center may be included in the overall design of the tower.

The project has been designed to comply with the regulations of the Land Development Code and there are no deviations proposed.

4. The proposed is appropriate at the proposed location. The proposed WCF is located in a Preference Four location as outlined in Council Policy 600-43. The Policy sets forth locational categories that correspond to the process levels contained within LDC section 141.0420, WCF regulations. These guidelines establish a hierarchy from the most preferred location (1) to the least preferred location (4). Applications for sites either in Preference 2, 3 or 4 locations should include additional information from the applicant substantiating why a lower preference location was not used.

According to T-Mobile's site justification analysis, their search ring encompasses two coverage objective areas. One centered around Gage Elementary School, located approximately three-quarters of a mile to the northeast of San Carlos Recreation Center, which is primarily residential. The other is centered around the intersection of Lake Murray Boulevard and Jackson Drive, approximately .4 miles to the southeast of the recreation center. This coverage area is also primarily residential with two small commercial areas in the center; however, they are small in size, lower in elevation and within a low scale neighborhood. The City's Public Utilities Department rejected a Preference Level 3 proposal for T-Mobile to locate on their water tank property on Lake Ashmere Drive, due to plans to replace the water tank with a pump station in the next few years. T-Mobile made attempts with the San Diego Unified School District to locate sport field lights on Pershing Middle School (Preference Level 2), but agreement could not be reached for sport field lights on their synthetic turf athletic field.

The overall objective of the WCF regulations is to identify process levels and provide design requirements. The trend to eliminate land line phones and the resulting demand for wireless coverage in residential areas was recognized in the development of the WCF regulations by encouraging use of non-residential properties.

Although T-Mobile originally opted for sport field lights to support their antennas, they were able to develop a complimentary design for a clock tower that will serve as a focal point for the park and the community. The tower is proposed on the south side of the gymnasium and will not impact park activities. The proposed use is appropriate based on the site justification analysis and the project design and siting solution.

NEIGHBORHOOD USE PERMIT – SAN DIEGO MUNICIPAL CODE (SDMC)
SECTION 126.0205.

B. Findings for all Neighborhood Use Permit:

1. The proposed development will not adversely affect the applicable land use plan. The Navajo Community Plan did not contemplate WCFs when it was written in 1982, however, the City of San Diego's General Plan (UD-15) requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using

screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view.

This project consists of a 48-foot-tall clock tower concealing nine panel antennas and five Remote Radio Units (RRU). The associated equipment is located in the base of the tower. The project site is zoned OP-1-1. Pursuant to LDC section 141.0420(f)(3), a WCF in the OP-1-1 zone is allowed with a Conditional Use Permit (CUP). Additionally, pursuant to LDC section 141.0420(f)(1), a WCF in a dedicated park is permitted with a Neighborhood Use Permit (NUP). The tower is proposed to be located on the south side of the gymnasium and is designed to integrate with the architecture of the recreation center. A clock will be located on the west, east and south sides of the tower at approximately 35 feet and subject to approval from the Park and Recreation Department, a sign may be included in the overall design of the tower. The proposed location of the WCF will not interfere with park activities.

The proposed WCF complies with the City's Land Development Code section 141.0420, Wireless Communication Facilities, as well as the requirements of the City's General Plan. The proposed WCF does not adversely affect the applicable land use plan or the City's General Plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare. The project is located on the San Carlos Recreation Center property at 6445 Lake Badin Avenue, in the Navajo Community Planning area. The project consists of a 48-foot-tall clock tower concealing nine panel antennas and five RRUs. Equipment associated with the antennas will be located in the base of the tower.

The project was determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to section 15303 (New Construction or Conversion of Small Structures). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

The Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." An Electromagnetic Energy Exposure Report was prepared by Dtech, which concluded that the project will be in compliance with FCC standards for RF emissions. Therefore, the project would not result in any significant health or safety risks to the surrounding area within matters of the City's jurisdiction.

In conclusion, the proposed project will not be detrimental to the public health, safety and welfare.

3. The proposed development will comply with the applicable regulations of the Land Development Code, including any allowable deviations pursuant to

the Land Development Code. Land Development Code section 141.0420 permits WCFs on sites zoned OP-1-1, as this one is, with a CUP. The project consists of a 48-foot-tall clock tower concealing nine panel antennas and five RRUs with the associated equipment located in the base of the tower. The tower will be designed to match the design of the recreation center building. The project complies with the development regulations of the OP-1-1 zone and no deviations are proposed. The WCF regulations require that facilities be minimally visible through the use of architecture, landscape, and siting solutions. For park sites, the WCF regulations further require antennas to be mounted on sport field light poles, security light poles, foul line poles or flagpoles. In this case, T-Mobile originally proposed ball field lights supporting antennas, which met with great community opposition. Options presented to the Community Planning Group resulted in support of a clock tower design. The design is similar to the recreation center building, using the same masonry blocks as a design feature to compliment the main building while the majority of the tower will be stucco painted to match the recreation center building. The east, west and south faces of the tower will include an analog clock. Subject to approval by the Park and Recreation Department, a sign identifying the recreation center may be included in the overall design of the tower.

The project has been designed to comply with the regulations of the Land Development Code and there are no deviations proposed.

The above findings are supported by the minutes, maps and exhibits, all of which are incorporated herein by this reference.

BE IT FURTHER RESOLVED, that the Conditional Use Permit No. 1648965 and Neighborhood Use Permit No. 1671974 is granted to City of San Diego, Owner and T-Mobile USA, Inc., Permittee, under the terms and conditions set forth in the attached permit which is made a part of this resolution.

APPROVED: MARA W. ELLIOTT, City Attorney

By Shannon M. Thomas
Shannon M. Thomas
Deputy City Attorney

SMT:als
03/15/2017
Or.Dept: DSD
Doc. No.: 1459019

Attachment: Exhibit A - Conditional Use Permit No. 1648965 and Neighborhood Use Permit No. 1671974

EXHIBIT A

ORIGINAL

Passed by the Council of The City of San Diego on MAR 14 2017, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Chris Ward	☒	☐	☐	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☐	☐	☒	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☒	☐	☐	☐
Georgette Gomez	☐	☐	☒	☐

Date of final passage MAR 14 2017.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *Linda Brown*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 310994

ORIGINAL

Passed by the Council of The City of San Diego on March 14, 2017, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, CATE, SHERMAN, ALVAREZ.**

NAYS: **NONE.**

NOT PRESENT: **KERSEY, GOMEZ.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: **Linda D. Irvin**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. **R-310994**, approved on **March 14, 2017**. The date of final passage
is **March 14, 2017**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: *Linda D Irvin*, Deputy

ORIGINAL

NOTICE OF EXEMPTION

(Check one or both)

TO: ☒ RECORDER/COUNTY CLERK
P.O. Box 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

☐ OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

FILED
Ernest J. Dronenburg, Jr. Recorder County Clerk

PROJECT NO.: 417126

PROJECT TITLE: T-Mobile San Carlos Recreation

MAR 22 2017

PROJECT LOCATION-SPECIFIC: 6445 Lake Badin Avenue, San Diego, California 92119

BY [Signature]
DEPUTY

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project is a Conditional Use Permit (CUP) and Neighborhood Use Permit (NUP) for a Wireless Communication Facility (WCF) consisting of a new 48' tall clock tower, located on the south side of an existing recreational center, concealing nine antennas and five remote radio units (RRUs). Associated equipment will be located in the base of the clock tower. The project site is designated as community park and is zoned OP-1-1. It is located in the Navajo Community Planning area.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

FILED IN THE OFFICE OF THE COUNTY CLERK

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

Jerrold Ploof (Agent)
Smart Link
3580 Arnold Avenue
San Diego, CA 92104
(858)-344-4444

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
() EMERGENCY PROJECT (SEC. 21080(b)(4); 15269(b)(c))
(X) CATEGORICAL EXEMPTION: CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)
() STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment. The project, as described in the *Description of Nature and Purpose of the Project* section of this Notice of Exemption, meets the criteria set forth in CEQA Section 15303 which addresses the construction and location of limited numbers of new, small facilities or structures and the installation of small new equipment and facilities in small structures. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

LEAD AGENCY CONTACT PERSON: Anna L. McPherson AICP

TELEPHONE: (619) 446-5276

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
() YES () NO

Revised 010410mjh

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA

Annika McPherson

/SENIOR PLANNER

NOVEMBER 4, 2016

SIGNATURE/TITLE

DATE

CHECK ONE:

☒ SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

☐ SIGNED BY APPLICANT

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on MAR 22 2017
Posted MAR 22 2017 Removed APR 26 2017
Returned to agency on APR 26 2017
Deputy [Signature]

2017 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:
37-2017- 0237
STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF SAN DIEGO	LEAD AGENCY EMAIL ---	DATE 03/22/2017
COUNTY/STATE AGENCY OF FILING San Diego County		DOCUMENT NUMBER *20170237*
PROJECT TITLE T-MOBILE SAN CARLOS RECREATION		

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL		PHONE NUMBER
JERROD PLOOF/ SMART LINK	---		(858)344-4444
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
3580 ARNOLD AVENUE	SAN DIEGO	CA	92104

PROJECT APPLICANT (Check appropriate box)

☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☒ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,078.25	\$ _____
☐ Mitigated/Negative Declaration (MND)(ND)	\$2,216.25	\$ _____
☐ Certified Regulatory Program document (CRP)	\$1,046.50	\$ _____

☐ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
☒ County documentary handling fee		\$ <u>50.00</u>
☐ Other		\$ _____

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other 61196

TOTAL RECEIVED \$ \$50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE		
X 	San Diego County	JOBELL L. RUSIT	, Deputy





Ernest J. Dronenburg, Jr.
COUNTY OF SAN DIEGO
ASSESSOR/RECORDER/COUNTY CLERK



ASSESSOR'S OFFICE
1600 Pacific Highway, Suite 103
San Diego, CA 92101-2480
Tel. (619) 236-3771 * Fax (619) 557-4056

www.sdarcc.com

RECORDER/COUNTY CLERK'S OFFICE
1600 Pacific Highway, Suite 260
P.O. Box 121750 * San Diego, CA 92112-1750
Tel. (619) 237-0502 * Fax (619) 557-4155

Transaction #: 381229420170322
Deputy: JRUSIT
Location: COUNTY ADMINISTRATION BUILDING
22-Mar-2017 10:53

FEES:

50.00	Qty of 1 Fee Notice of Exemption for Ref# 2017 0237
50.00	TOTAL DUE

PAYMENTS:

50.00	Check
50.00	TENDERED

**SERVICES AVAILABLE AT
OFFICE LOCATIONS**

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- * Records and Certified Copies:
Birth/ Marriage/ Death/ Real Estate
- * Fictitious Business Names (DBAs)
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- * Property Ownership
- * Property Records
- * Property Values
- * Document Recordings

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www.sdarcc.com**

- * Forms and Applications
- * Frequently Asked Questions (FAQs)
- * Grantor/ Grantee Index
- * Fictitious Business Names Index (DBAs)
- * Property Sales
- * On-Line Purchases
Assessor Parcel Maps
Property Characteristics
Recorded Documents