



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

SPRINT PCS ASSETS, L.L.C.

At

**Mission Bay Athletic Area (McEvoy Fields)
2639 Grand Avenue
(SD35XC250)**

**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 SPRINT PCS ASSETS, L.L.C 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 owns certain real property commonly known as **Mission Bay Athletic Area (McEvoy Fields)**, located at **2639 Grand Avenue** in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. CITY and LESSEE's were parties to that certain Master Flat Rate Lease dated January 5, 2007 whereby CITY leased to LESSEE a portion of the Site (defined below in Section A) which expired January 31, 2017. LESSEE has remained on the Site and is currently in "holdover" status. The Improvements, if any, installed or constructed during the term of the original lease will remain owned by the LESSEE during the Term of this Lease.

C. LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to operate and maintain a wireless communications facility on a **241** 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").

D. LESSEE and the CITY desire to establish their respective rights and responsibilities for LESSEE'S operation of a 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 equipment approved on the Site Plans, attached hereto as Exhibit B, which includes but may not be limited to antenna support structure, which includes but is not limited to antenna equipment, remote radio heads, microwaves, filters, combiners, transmitters, cable trays, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources, and related fixtures, all as more particularly described in Exhibit B. Communications Equipment does not include, nor does it authorize, placement of

equipment, structures, or other installations that have not been approved as part of the development or building permit process.

- 1.2. "Hazardous Substances" -those hazardous substance listed by the Environmental Protection Agency ("EPA") in regularly released reports, and any other substances incorporated into the State of California's list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "CITY Contact" means the CITY'S Area Manager or designee. For purposes of this Lease, the CITY Contact is currently, Marilyn Stern, who can be contacted at (619) 235-1132.

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.

- 3.1. 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").
- 3.2. Primary Purpose of Premises. The primary purpose of the Premises is a public park. This primary purpose may not be interfered with and is superior to any rights conveyed under this Lease. For the term of the Lease, the Site shall have the secondary purpose of accommodating LESSEE's Operations at the Site.
 - 3.2.1. Notwithstanding the CITY is leasing the Site to LESSEE, and has identified LESSEE's Operations, provided LESSEE's Operations are conducted as described in the Lease and Site Plans, to be an allowed use at the Premises, in the event a lawsuit is filed against CITY or LESSEE, the purpose of which is to prevent or prohibit LESSEE's use of the Site, or if a subsequent change in applicable law prohibits LESSEE's Operations at the Site, either Party shall have the right to terminate this Agreement on sixty 60 days' notice to the other Party, without any further liability.
- 3.3. Continuous Use. LESSEE shall continuously occupy and use the Site throughout the "Term" (defined below) of this Lease.

- 3.4. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease.
- 3.5. 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. Communications Equipment installed at site shall not interfere with the operation of the , or cause visual impairment or distraction.
- 3.6. No Nuisance. LESSEE shall not use the Site in any manner which creates a nuisance, as defined in California Civil Code section 3479 (or any amendment thereto or renumbering thereof).

4. TERM.

The term of this Lease ("Term") shall be five (5) 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. LESSEE shall have the right to extend the current Term with one additional term of five (5) years. ("Renewal Term") upon LESSEE notifying CITY in writing of LESSEE'S exercise of its right to renew this Agreement at least 30 days prior to the expiration of the initial Term upon the same terms and conditions herewith.

- 4.1. Holdover. Any holding over by LESSEE (PERMITTEE) after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective.
- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from LESSEE'S Operations, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of LESSEE'S Operations. 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 excepted.

5. RENT.

LESSEE shall pay rent to CITY in the amount of \$41,527.00 (Forty One Thousand, Five hundred Twenty Seven Dollars) per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows:

Lease Year Two	\$42,980.45
Lease Year Three	\$44,484.77
Lease Year Four	\$46,041.74
Lease Year Five	\$47,653.20
Option to Renew:	
Lease Year Six	\$49,321.06
Lease Year Seven	\$51,047.30
Lease Year Eight	\$52,833.96
Lease Year Nine	\$54,683.15
Lease Year Ten	\$56,597.06

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. If this Lease is terminated at a time other than on the last day of a Lease Year for any reason other than a default by LESSEE, Rent will be prorated as of the date of termination and all prepaid Rent will be refunded to LESSEE within sixty (60) days of such termination

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

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

or hand delivered to:

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

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

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

- 5.3. Delinquent Rent. If LESSEE fails to pay rent when due, LESSEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If the rent is still unpaid 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.
- 5.4. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site available to CITY for inspection at a reasonable location and time so that CITY can determine LESSEE'S compliance with this Lease. LESSEE'S failure to keep and maintain records and make them available for inspection within the city of San Diego 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. If CITY cannot resolve or cure LESSEE's use and/or quiet possession within six (6) months, then LESSEE may, as its sole remedy, elect to terminate the Lease without any further obligations to the CITY, except those which expressly survive the termination of the Lease under the terms and conditions of the Lease.

7. INSURANCE.

LESSEE shall not begin any work on the Project 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 Permit, 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 Permit 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 Permit, 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 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. Causes of Loss-Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss-Special Form Property Insurance on all of LESSEE's insurable property related to the Project or the Permit Area in an amount to cover 100 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 Permit 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 Permit 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 Project, CITY, at its reasonable discretion, may renegotiate amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice.
- 7.5 Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Project. 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 Permit.
- a. 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 include as an 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 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 as respects operations 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 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.

7.6.1

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 include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the LESSEE.
- ii. Severability Of Interest. The policy or policies must 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.

7.6.2 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 Premises or Site.

9. SITE PLANS.

LESSEE shall develop the Site in accordance with Site Plans approved by CITY'S Development Services Department and attached as Exhibit B. LESSEE'S failure to comply with the Site Plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the Site Plans, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site (with the exception of necessary maintenance and/or repairs that does not include swapping out or replacing any Communications Equipment) without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. This includes modifications that are considered "eligible facilities" under Section 6409 of the Middle Class Tax Relief and Job Creation Act ("Section 6409"). LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY'S prior written consent. CITY shall not be obligated by Lease to make, or assume any expense for, any improvements or alterations.

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

- 10.3. 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.
- 10.4. Repair and Restoration. Nothing in this 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. Without in anyway limiting this Section of the Agreement, LESSEE agrees to operate the Site in accordance with any and all applicable rules and regulations of the Federal Communications Commission's ("FCC") radio frequency ("RF") exposure guidelines. Should the FCC determine LESSEE'S operation of the Site exceeds the permitted levels of RF energy, and should LESSEE fail to cure the conditions of noncompliance within the time frame contained in the notice of noncompliance by the FCC, CITY may pursue an enforcement action against LESSEE with the FCC, as well any other remedy available to CITY at law or in equity.
- 12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender expression, gender identity, 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

12.4 Equal Pay Ordinance. Unless an exception applies, LESSEE shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. LESSEE shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.

12.4.1. LESSEE and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the Premises to the same extent as it would apply to LESSEE. LESSEE shall require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.

12.4.2. Notice Requirement. LESSEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

13. 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 the 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 Communications Equipment 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 located within the Site and 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 area of the Site discovered by LESSEE to exceed such federally mandated limits. LESSEE shall not hold CITY responsible for its radiation levels found to exceeds such limits. LESSEE shall indemnify, 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 levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by LESSEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities,

finest, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). 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 attached hereto, 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 Federal Communications Commission ("FCC"). In addition to the requirements, LESSEE shall comply with the following supplemental requirements:
 - 14.3.1. LESSEE shall remove all trash and debris from the Site and/or Premises caused by LESSEE at the end of each workday;
 - 14.3.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
 - 14.3.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and
 - 14.3.4. LESSEE shall comply with the requirements set forth in Exhibit E attached hereto 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 created by LESSEE'S own Operations, that occurs on the Site and/or Premises, either during or after the completion of construction of approved improvements. LESSEE shall not commit, or

allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE'S Operations. LESSEE shall keep the Site and/or Premises clean and clear of refuse and obstructions created by LESSEE'S Operations, and dispose of all garbage, trash, and rubbish generated by LESSEE'S Operations in a manner satisfactory to CITY. If the Site and/or Premises is damaged by any cause that puts the Site and/or Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Site and/or Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Site and/or Premises all debris resulting from the damage and restore the Site and/or Premises in accordance with the Site Plans previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site and/or Premises as soon as practicable, but no later than ten (10) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Site within sixty (60) calendar days after such occurrence, provided that any and all governmental approvals and permits required for such repairs and/or restoration have been obtained by LESSEE and LESSEE has diligently acted to obtain such approvals and permits. 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 Operations result in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY'S satisfaction for unrestricted reuse of the Premises, to the extent as required by applicable law and in accordance with all applicable laws, rules, and regulations of governmental authorities.

- 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 such Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Lease. CITY reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances or other containers, equipment or devices from the Site. If LESSEE fails to comply with the foregoing requirements, LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 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 Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE'S officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 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) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, and such imminent release has been caused by LESSEE or LESSEE'S contractors, agents or employees or such Hazardous Substances have been brought onto the Site by LESSEE, LESSEE'S contractors, agents, or employees, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Site.
- 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 to the extent as required by applicable law and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Site and/or Premises and compliance with environmental laws and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.

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 any signs required by law, clearly marked 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, 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 above 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 the inspection requires CITY to enter onto a portion of the Site not accessible by the public, LESSEE reserves the right to have a representative present to facilitate access. 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, 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 are not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY'S opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Lease.

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.

22. SUPERIOR INTERESTS.

This Lease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights-of-way pertaining to the Site,

whether or not of record. LESSEE shall obtain all licenses, permits, and agreements from such third parties as may be or may become necessary or reasonably advisable to allow LESSEE'S Operations, relative to any such superior interest. If LESSEE'S Operations are or become inconsistent or incompatible with a preexisting, superior interest, LESSEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

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.
- 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 or LESSEE'S Operations, including damages arising out of the release of Hazardous Substances caused by LESSEE'S Operations, 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 sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all 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.
- 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, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Reassignment Site").

- 28.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Reassignment Site either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Reassignment 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 Reassignment Site. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.
- 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 Reassignment 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 Reassignment 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 Reassignment 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 Reassignment 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 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.
- 29.3. Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The rent shall be equitably reduced to reflect the portion of the Site taken, but only to the extent that LESSEE'S use of the Site is reduced or impaired.
- 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. 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. DEFAULT AND REMEDIES.

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

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

30.2. Remedies.

- 30.2.1. General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.
- 30.2.2. For Monetary Default. Upon LESSEE'S default for nonpayment under Section 30.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.
- 30.2.3. For Non-Monetary Default. Upon LESSEE'S default based upon Sections 30.1.2 through 30.1.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 30.1.2 through 30.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.
- 30.2.4. CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:
 - 30.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
 - 30.2.4.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that LESSEE affirmatively proved could have been reasonably avoided; plus
 - 30.2.4.3. The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the

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

30.2.4.4. Any other amount necessary to compensate CITY for the detriment proximately caused by LESSEE'S failure to perform LESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus

30.2.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.

30.2.4.6. As used in Sections 30.2.4.1 and 30.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 29.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent and any and all other amounts that LESSEE is required to pay to CITY under this Lease.

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

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

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

30.3.1.1. 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 after CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;

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

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

31. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

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

- 31.1. At the expiration or earlier termination of this Lease, and at CITY'S option, any and all of LESSEE'S Improvements shall be deemed to be part of the Site and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Lease. As applicable, LESSEE shall present CITY with a bill of sale transferring ownership of LESSEE'S Improvements to the CITY; provided however, that such bill of sale shall transfer ownership to CITY without any representation or warranty from LESSEE regarding the condition of LESSEE'S Improvements or their fitness for any particular purpose.
 - 31.1.1. If CITY elects not to assume ownership of any of LESSEE'S Improvements, CITY shall notify LESSEE at least one hundred eighty (180) calendar days prior to the expiration of this Lease, or immediately upon earlier termination of this Lease, and LESSEE shall remove all such LESSEE'S Improvements as directed by CITY, all at LESSEE'S sole cost and expense. If LESSEE fails to remove any of LESSEE'S Improvements as directed, CITY may cause their removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.
- 31.2. On or before the expiration of this Lease, or as CITY may direct upon earlier termination of this Lease, LESSEE shall remove from the Site LESSEE'S Personal Property. If LESSEE fails to remove any of LESSEE'S Personal Property as required herein, then either: (i) such property shall be considered abandoned and become CITY'S property free of all claims and liens; or (ii) CITY may cause such property's removal, and LESSEE shall reimburse CITY on demand for the full cost of the removal, storage and all other costs reasonably associated therewith.
 - 31.2.1. If LESSEE desires to dispose of any of LESSEE'S Personal Property used in the operation of its wireless communication facilities on the Site, CITY shall have the first right to acquire or purchase such property.
- 31.3. LESSEE shall repair, at its sole cost and expense, all damage to the Premises or Site resulting from the removal of LESSEE'S Property from the Premises by LESSEE or LESSEE's contractors and/or subcontractors.
 - 31.3.1. If the removal of LESSEE'S Property by LESSEE or LESSEE'S contractors and/or subcontractors or by CITY takes place after expiration of this Lease, or beyond CITY'S direction upon earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately

prior to the expiration or earlier termination of this Lease, until all of LESSEE'S Property has been removed from the Site.

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. Only notices alleging Default will be sent via certified mail with return receipt:

LESSEE:

Sprint PCS Assets, L.L.C.: (Sprint Cascade # SD35XC250)
Attn: Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650
Telephone: 800/357-7641
Facsimile: 913/523-9735
Email: <https://landlordsolutions.sprint.com/>

With a copy to:

Sprint Regional Site Development/ San Diego
Mailstop CASDGG0101 – 1026
3730 Fifth Avenue
San Diego, California 92103
Attn: Site Development Manager

With a mandatory copy to:

Sprint Law Department
Sprint Site ID: SD35XC250
Attn.: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

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, 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. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). LESSEE shall hold CITY, its elected officials, officers and employees harmless from any claims by LESSEE, its officers, employees, agents, contractors or any affiliate of LESSEE'S for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 33.14. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Site and/or the Premises have not been inspected by a Certified Access Specialist.

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."

- 33.15. 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.
- 33.16. 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.

[Signatures appear on next page]

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

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

Date: 11/29/18

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

By: [Signature]
Name: Cybelle L. Thompson
Title: Director, Real Estate Assets

Date: 11/13/2018

LESSEE: Sprint PCS Assets, L.L.C., a Delaware
limited liability company

By: Yvonne Robinson
Name: Yvonne Robinson
Title: Sprint Site Development Market

Manager

Environmental Analysis Section Environmental Clearance:

CATEGORICALLY EXEMPT FROM CEQA pursuant to Section 15303 (New Construction)

Date: 11/29/18

By: [Signature]
Name: Jeffrey Szymanski
Title: Senior Planner

APPROVED AS TO FORM:

Date: 11/29/18

MARA W. ELLIOTT, City Attorney

By: Melissa Ables
Name: Melissa Ables, Deputy City Attorney

Exhibit A:
Description of Site and Premises

CITY Site ID No.: P201RD

LESSEE Site No.: SD35XC250

Location: 2637 Grand Avenue, San Diego, CA 92109

Assessor's Parcel Number: 424-460-05

Legal Description: ALL OF BLOCK "B" OF RESUBDIVISION OF MISSION BAY PARK TRACT, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1530, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 8, 1913. TOGETHER WITH THOSE PORTIONS OF LOTS 10, 11 AND 12 OF BLOCK "A" OF SAID MAP NO. 1530 AND PICO STREET (CLOSED BY RESOLUTION NO. 15206 SEPTEMBER 29, 1913)

Description of Premises: An existing unmanned wireless telecommunication facility with (12) antennas and ancillary equipment mounted to a mono-eucayptus. The associated equipment is located within an existing 241 sq. ft. equipment enclosure.

Exhibit B

Site and Equipment Plans

[see following pages]

EASTING

SD35XC250 ROSE CREEK TRAIL

2637 Grand Avenue

San Diego, CA 92109

Sprint



EXISTING SPRINT PANEL
ANTENNAS TO BE REMOVED

SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
PERMITS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Number:

430519

Date:

7-21-16

Signed (1st Sheet):

#1

PROPOSED SPRINT PANEL ANTENNAS
PIPE MOUNTED ON FAUX EUCALYPTUS

PROPOSED

Photosimulation of proposed telecommunications site

EXISTING

SD35XC250 ROSE CREEK TRAIL

2637 Grand Avenue

San Diego, CA 92109

Sprint



EXISTING SPRINT PANEL
ANTENNAS TO BE REMOVED

SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

#2

Number:

430519

Approval Date:

7-21-11

Signed (1st Sheet):

PROPOSED CANARY ISLAND PINE TREES

PROPOSED SPRINT PANEL ANTENNAS
PIPE MOUNTED ON FAUX EUCALYPTUS

PROPOSED

Photosimulation of proposed telecommunications site

Sprint



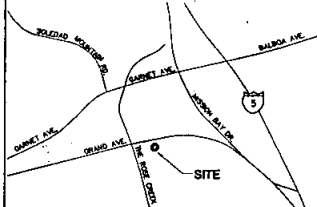
APPLICABLE CODES

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

LEGAL DESCRIPTION

PROPERTIES OF WESDON BAY PARK TRACT MAP 1120 AND WESDON BAY PARK TRACT RESUBDIVISION MAP 1550, AND ACRE LOT 75 OF PACIFIC BEACH MAP 854 AND PORTIONS OF FUELED LANDS OF SAN DIEGO, MISCELLANEOUS MAP NO. 55, A PORTION OF WESDON BAY DESCRIBED AS FOLLOWS: THAT PARCEL COMMONLY KNOWN AS SAN DIEGO COUNTY TAX COLLECTOR'S TAX PARCEL 424-460-15.

VICINITY MAP



THOMAS GUIDE PAGE: 1248, C5

ADDRESS
 2637 GRAND AVE.
 SAN DIEGO, CA 92109

DIRECTIONS:

- FROM THE SAN DIEGO INTERNATIONAL AIRPORT:
1. DEPART GOING WEST ON N HARBOR DR
 2. MAKE A LEFT TURN ONTO N HARBOR DR
 3. TURN LEFT ONTO GRAPE ST
 4. MERGE ONTO I-15 N
 5. TAKE I-15 N
 6. EXIT BALBOA ST EXIT
 7. MERGE ONTO MISSION BAY DR
 8. TURN RIGHT LEFT ONTO GRAND AVE
 9. DESTINATION ON THE LEFT

DRAWING NOTE

THE BASE OF THESE DRAWINGS WERE TAKEN FROM "AS-BUILT" DRAWINGS PROVIDED BY SPRINT.

SD35XC250
ROSE CREEK TRAIL
2637 GRAND AVENUE
SAN DIEGO, CA 92109

CONSULTANT TEAM

ARCHITECT:
 BOOTH & SUAREZ ARCHITECTURE INC.
 1255 EAST MAIN STREET, SUITE 200
 EL CAJON, CA 92021
 (619) 748-1505
 (619) 748-1331 (FAX)

STRUCTURAL CONSULTANT:
 DUNN SAYOR INC.
 808 S. CLEVELAND ST.
 OCEANSIDE, CA 92054
 (619) 948-8350

MONOPOLE MANUFACTURER:
 SOLAR COMMUNICATIONS INTERNATIONAL, INC.
 8885 RIO SAN DIEGO DR, SUITE 207
 SAN DIEGO, CA 92108
 (619) 243-2750
 (520) 243-2749 (FAX)

GEOTECHNICAL CONSULTANT:
 TORO INTERNATIONAL
 6 INCHOD
 IRVINE, CA 92618
 (949) 558-1582

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

PERMITS REQUIRED

- NUP
- SDP
- NCP

OVERLAY ZONES

- COASTAL OVERLAY ZONE (COV-COV)
- COASTAL HEIGHT LIMITATION OVERLAY ZONE
- SENSITIVE COASTAL OVERLAY ZONE
- MULTIPLE HABITAT PLANNING AREA (HMPA)
- PARKING IMPACT OVERLAY ZONE
- TEAM FLOOD PLANE

PROJECT SUMMARY

APPLICANT: SPRINT
 9191 TOWN CENTER DRIVE, SUITE 150
 SAN DIEGO, CALIFORNIA 92122
 (714) 617-8342
CONTACT: MAGDAN MURPHY
 (619) 985-6638

OWNER: CITY OF SAN DIEGO (DELA CHARLES)
 REAL ESTATE ASSETS -
 TELECOMMUNICATION DIVISION
 1200 THIRD AVENUE
 SUITE 1700
 SAN DIEGO, CALIFORNIA 92101
 PH: (619) 238-8052

PROJECT DESCRIPTION:

- INSTALL (12) NEW 8'-0" PANEL ANTENNAS MOUNTED TO NEW 30'-0" HIGH FAUX MONO-EUCALYPTUS
- INSTALL (24) NEW RNP'S MOUNTED BEHIND PROPOSED ANTENNAS
- INSTALL (1) NEW GROWTH CABINET ON EXISTING BASED CONCRETE PAD INSIDE EQUIPMENT ENCLOSURE
- INSTALL (1) NEW TOP HAT ON EXISTING BTS CABINET
- INSTALL (1) NEW 30'-0" HIGH FAUX MONO-EUCALYPTUS
- REMOVAL OF EXISTING SPRINT ANTENNAS ON EXISTING LIGHT POLE
- NEW COAX CABLE TRENCH FROM EXISTING POLE TO NEW FAUX MONO-EUCALYPTUS

ASSESSORS PARCEL NUMBER: 424-460-05

JURISDICTION: CITY OF SAN DIEGO

ZONING (EXISTING): OS

TOTAL SITE AREA: 3,012.437 SF

LEASE AREA: 66.18 ACRES

LEASE AREA: 256 SQ. FT.

NO INCREASE IN EXISTING LEASE AREA

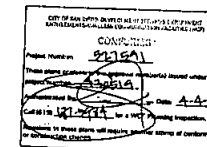
TYPE OF CONSTRUCTION (EXISTING): VB

SPRINT EQUIPMENT ROOM: 8-2

CURRENT USE: TELECOMMUNICATIONS FACILITY

PROPOSED USE: TELECOMMUNICATIONS FACILITY

NOTE:
 THERE IS ANOTHER EXISTING TELECOMMUNICATIONS FACILITIES ON SITE (VERIZON)



STATEMENT OF COMPLIANCE

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

SHEET SCHEDULE

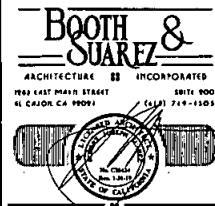
- | | |
|-------|--|
| T-1 | TITLE SHEET & PROJECT DATA |
| T-2 | CONDITIONAL USE APPROVAL |
| T-3 | CONDITIONAL USE APPROVAL |
| T-4 | PHOTOSIMULATIONS |
| A-0 | SITE PLAN |
| A-0.0 | WATER POLLUTION CONTROL PLAN |
| A-0.1 | STORM WATER MANAGEMENT FORMS |
| A-0.2 | GENERAL NOTES |
| A-0.3 | SPECIAL INSPECTIONS |
| A-1 | ENLARGED SITE PLAN & ENLARGED PLAN A |
| A-2 | EQUIPMENT FLOOR PLAN |
| A-3 | EXTERIOR ELEVATIONS |
| A-4 | EXTERIOR ELEVATIONS |
| A-5 | FAUX MONO-EUCALYPTUS ELEVATION, ANTENNA PLAN & DETAILS |
| D-1 | DETAILS |
| E-1 | GROUNDING PLAN |
| E-2 | ELECTRICAL DETAILS |
| L-1 | LANDSCAPE PLAN |
| L-2 | IRRIGATION PLAN |

MONOTREE DRAWINGS

- | | |
|----|-------------------------|
| T1 | TITLE SHEET |
| S1 | ELEVATIONS VIEW & NOTES |
| S2 | DETAILS |
| S3 | DETAILS |
| S4 | DETAILS |
| S5 | FOUNDATIONS |

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.



PREPARED FOR



9191 TOWN CENTER DRIVE, SUITE 150
 SAN DIEGO, CA 92122
 (619) 985-6638

APPROVALS

ABC	DATE
DE	DATE
EF	DATE
GH	DATE
IK	DATE
LM	DATE
OP	DATE
QR	DATE

PROJECT NUMBER

SD35XC250

PROJECT NAME

ROSE CREEK TRAIL

2637 GRAND AVENUE

SAN DIEGO, CA 92109

SAN DIEGO COUNTY

DRAWING DATES

04/17/15	90% CD (H)
05/12/15	100% CD (H)
05/22/15	100% CD REV 1 (H)
06/16/15	100% CD REV 2 (H)
10/22/15	100% CD REV 3 (H)
02/26/16	100% CD REV 4 (H)
04/09/16	90% CD (H)
12/12/16	100% CD PLAN SUBMITTAL (H)
03/27/17	PLAN CHECK CONNECTIONS (H)

SHEET TITLE

TITLE SHEET & PROJECT DATA

PROJECT'S Sprint, 15038

T-1

[illegible][illegible]

PREDATOR

Prey

is of conformity

9191 TOWN CENTER DRIVE, SUITE 150 SAN DIEGO, CA 92122 (619) 885-6830	
==	
APPROVALS	
A/C	DATE
RE	DATE
RF	DATE
MT	DATE
EE/IN	DATE
OPS	DATE
EE/OUT	DATE
==	
PROJECT NUMBER	
SD35XC250	
PROJECT NAME	
ROSE CREEK TRAIL	
2637 GRAND AVENUE SAN DIEGO, CA 92109 SAN DIEGO COUNTY	

DRAWING DATES	
04/17/13	BOX 2D (ge)
05/12/13	100% 2D (lc)
05/22/13	100% 2D REV 1 (ge)
08/26/13	100% 2D REV 2 (lc)
10/22/13	100% 2D REV 3 (mm)
02/26/14	100% 2D REV 4 (lc)
04/09/14	BOX CD (lc)
12/12/18	100% CD PLAN SUBMITTAL (st)

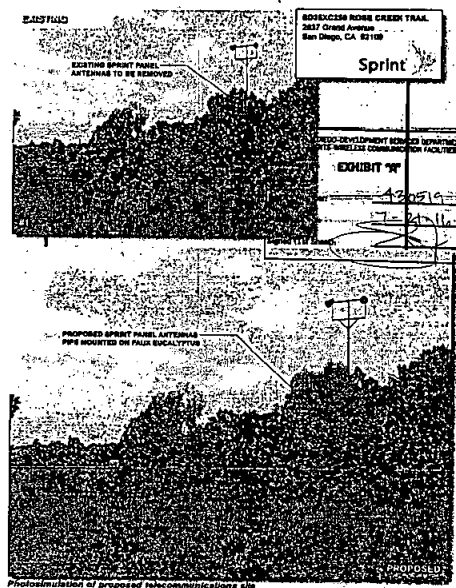
SHEET TITLE

CONDITIONS OF APPROVAL

PROJECTS\Spring\15058

T-2

12



CONFORMING

Project Engineer: _____

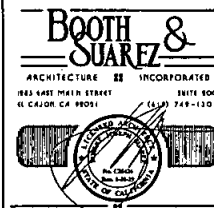
Drawings prepared by the registered professional engineer

Project Name: _____

Submitted by: _____ Date: _____

Checklist: _____ for a VOF Planning Inspection.

Signature of owner, client, or engineer is a condition of conformity for construction change.



PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-6638

APPROVALS

ABC	DATE
BE	DATE
RF	DATE
INT	DATE
EX/IN	DATE
OPS	DATE
EX/OUT	DATE

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

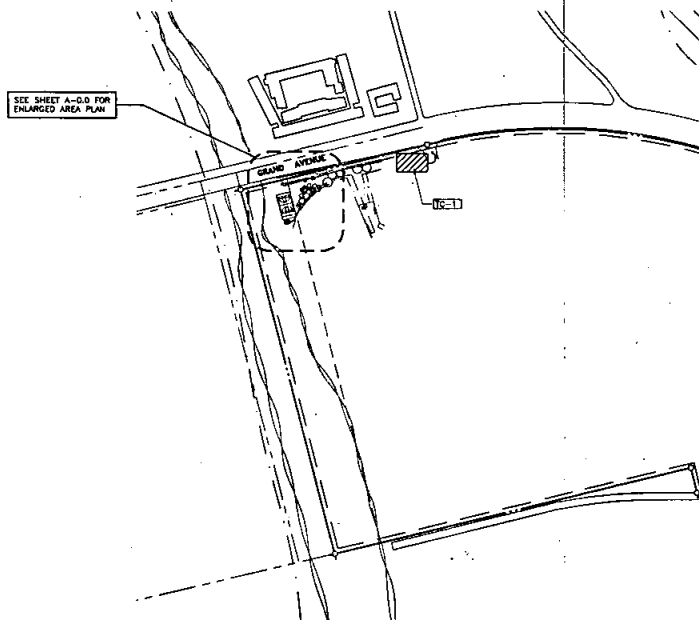
DRAWING DATES

04/17/15	805X 2D (pt)
05/12/15	1005X 2D (pt)
05/12/15	1005X 2D REV 1 (pt)
05/15/15	1005X 2D REV 2 (pt)
10/22/15	1005X 2D REV 3 (mm)
02/28/16	1005X 2D REV 4 (pt)
04/08/16	805X 2D (pt)
12/12/16	1005X CD PLAN SUBMITTAL (pt)

SHEET TITLE

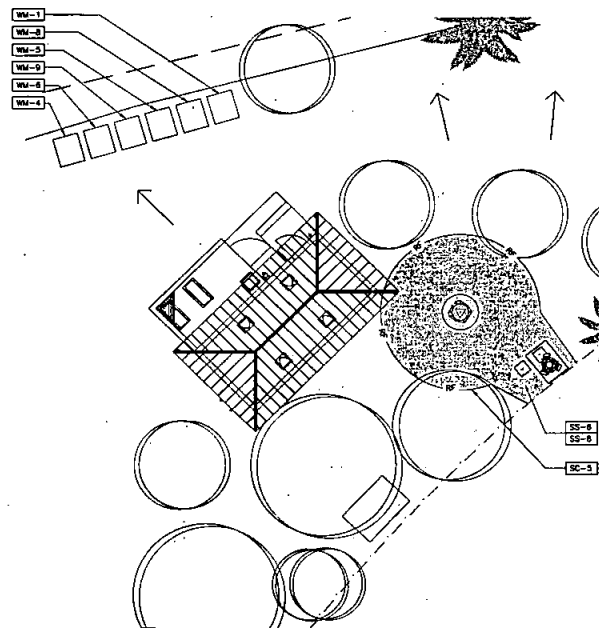
PHOTOSIMULATIONS

PROJECT'S Sprint/15038



WATER POLLUTION CONTROL PLAN

SCALE 1" = 200'

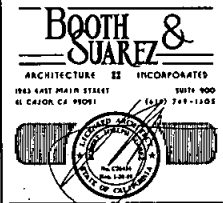


ENLARGED WATER POLLUTION CONTROL PLAN

SCALE 1/4" = 10'



- CONSTRUCTION STORMWATER RUNOFF
DIRECTION OF LOT DRAINAGE →
- SC-1 MULCH, STRAW, WOOD CHIPS, SOIL APPLICATION
 - SC-2 FIBER ROLLS - FR-FR
 - SC-3 STABILIZED CONSTRUCTION ENTRANCE
 - SC-4 MATERIAL DELIVERY & STORAGE
 - SC-5 CONCRETE WASTE MANAGEMENT
 - SC-6 SOLID WASTE MANAGEMENT
 - SC-7 SANITARY WASTE MANAGEMENT
 - SC-8 HAZARDOUS WASTE MANAGEMENT
 - SC-9 SPILL PREVENTION & CONTROL



PREPARED FOR
Sprint
9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-8638

APPROVALS	
A&C	DATE
RE	DATE
RF	DATE
INT	DATE
CE/IN	DATE
DPS	DATE
CE/OUT	DATE

PROJECT NUMBER
SD35XC250
PROJECT NAME
ROSE CREEK TRAIL
2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY
DRAWING DATES
04/17/15 90% CD (a)
05/12/15 100% CD (a)
05/22/15 100% CD REV 1 (a)
06/23/15 100% CD REV 2 (a)
10/22/15 100% CD REV 3 (a)
02/26/16 100% CD REV 4 (a)
04/09/16 90% CD (a)
12/12/16 100% CD PLAN SUBMITTAL (a)

SHEET TITLE
WATER POLLUTION CONTROL PLAN
PROJECT/Sprint/15038

A-0.0

A-0.1

GENERAL NOTES	
1. THIS FACILITY IS AN (UNMANNED) CELLULAR TELEPHONE EQUIPMENT FACILITY. THE OCCUPANCY CLASSIFICATION IS PUBLIC UTILITY PER P.U.C. DECISION #8806-058.	
2. THIS FACILITY IS EXEMPT FROM HANDBOOK REQUIREMENTS PER TITLE 24, SECTION 2-712 (D) 5. THIS FACILITY IS NON-OCUPABLE SPACE AND ENTERED ONLY BY SERVICE PERSONNEL. THIS SPACE IS NOT FOR HUMAN OCCUPANCY.	
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR OMISSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO SUBMITTING BIDS, AND PROCEEDING WITH ANY WORK.	
4. THE CONTRACTOR SHALL VERIFY ARCHITECT'S ANY EXISTING, DIMENSIONS, OR DISCREPANCIES AS THEY MAY BE DISCOVERED IN THE PLANS, SPECIFICATIONS AND NOTES PRIOR TO STARTING CONSTRUCTION, INCLUDING OCAUTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ERRORS, OMISSIONS OR INCONSISTENCY AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT AND SHALL VERIFY ANY DIMENSIONS TO RECTIFY THE SITUATION. THE METHOD OF CORRECTION SHALL BE APPROVED BY THE ARCHITECT.	
5. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR HAS THE RESPONSIBILITY TO LOCATE ALL EXISTING UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR OR SUBCONTRACTOR SHALL BEAR THE EXPENSE OF REPAIRING OR REPLACING ANY DAMAGE CAUSED TO THE UTILITIES DURING THE EXECUTION OF THE WORK.	
6. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW OR EXISTING SURFACES, STRUCTURES OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY OWNER. THE CONTRACTOR SHALL BEAR THE EXPENSE OF REPAIRING OR REPLACING ANY DAMAGED AREAS.	
7. A COPY OF THE APPROVED PLANS SHALL BE KEPT IN A PLACE SPECIFIED BY THE GOVERNING AGENCY AND BY THE ARCHITECT AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL PLANS, SPECIFICATIONS AND NOTES REFLECT THE SAME INFORMATION AND THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ERRORS, OMISSIONS OR INCONSISTENCY AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT AND SHALL VERIFY ANY DIMENSIONS TO RECTIFY THE SITUATION. THE METHOD OF CORRECTION SHALL BE APPROVED BY THE ARCHITECT.	
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE WORK IS IN PROGRESS UNTIL THE JOB IS COMPLETE.	
9. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY POWER, WATER, TOILET FACILITIES AND PEDESTRIAN PROTECTION AS REQUIRED BY THE PROPERTY OWNER OR GOVERNING AGENCY/CODES.	
10. ALL CONSTRUCTION DURING THE PROJECT SHALL CONFORM TO THE LATEST U.S.C. AND ALL OTHER GOVERNING CODES, INCLUDING THE CALIFORNIA ADMINISTRATIVE CODES TITLE 8, 19, AND 24. THE MOST RESTRICTIVE CODE WILL GOVERN.	
11. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL GIVE ALL NOTICES AND SHALL COMPLY WITH ALL APPLICABLE LOCAL, COUNTY, STATE AND FEDERAL LAWS AND ORDINANCES AS WELL AS STATE DEPARTMENT OF INDUSTRIAL RELATIONS AND DIVISION OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS.	
12. WHEN REQUIRED STORAGE OF MATERIALS OCCUR, THEY SHALL BE EVENLY DISTRIBUTED OVER THE FLOOR OR ROAD TO AS NOT TO EXCEED THE DESIGNED LIVE LOADS FOR THE STRUCTURE. TEMPORARY SHORING OR BRACING SHALL BE PROVIDED WHERE THE STRUCTURE OR SOIL HAS NOT ATTAINED THE DESIGN STRENGTH FOR THE CONDITIONS PRESENT.	
13. THE CONTRACTOR SHALL SUPERVISE AND COORDINATE ALL WORK, USING HIS PROFESSIONAL KNOWLEDGE AND SKILLS. HE IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCING AND COORDINATING ALL PORTIONS OF THE WORK UNDER HIS CONTROL.	
14. WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:	
NRCA NATIONAL ROOFING CONTRACTORS ASSOCIATION OVERSEAS INTERNATIONAL CENTER 10255 N. HIGHWAY ROAD, SUITE 800 ROSEMONT, IL 60018	
SMACOM SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL, INC. 4201 LAWRENCE CENTER DRIVE CHANNILLY, VA 20151-1208	
IFP INTERNATIONAL INSTITUTE FOR LATH AND PLASTER 820 TRINITY ROAD ST. PAUL, MN 55114-1408	
15. INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY NOTED TO THE CONTRARY, OR WHERE LOCAL CODES OR REGULATIONS PRECEDE.	
16. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL PERMITS, LICENSES AND INSPECTIONS WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE FILED BY THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN THE PERMIT AND MAKE FINAL PAYMENT OF SAID DOCUMENT.	
17. ALL DIMENSIONS TAKE PRECEDENCE OVER SCALE UNLESS OTHERWISE NOTED. DIMENSIONS ARE NOT TO BE SCALD UNDER ANY CIRCUMSTANCES.	
18. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BRACING, FRAMING HANDERS OR SUPPORTS FOR INSTALLATION OF ITEMS INDICATED ON THE DRAWINGS.	
19. THE CONTRACTOR SHALL PROVIDE THE FIRE MARSHALL OR U.S. APPROVED MATERIALS TO FULL/SIAL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES.	
20. NEW CONSTRUCTION ADDED TO EXISTING CONSTRUCTION SHALL BE MATCHED IN FORM, TEXTURE, MATERIAL AND PAINT COLOR EXCEPT AS NOTED IN THE PLANS.	
21. THE CONTRACTOR IS TO PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2A OR 2A10:10 WITHIN 75 FT. OF MAX. TRAVEL DISTANCE FOR EACH ROOM OR PORTION THEREOF ON EACH FLOOR.	
22. WHERE SPECIFIED, MATERIAL TESTING SHALL BE TO THE LATEST STANDARDS AVAILABLE AS REQUIRED BY THE LOCAL GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS.	
23. ALL GENERAL NOTES AND STANDARD DETAILS ARE THE MINIMUM REQUIREMENTS TO BE USED IN CONDITIONS WHICH ARE NOT SPECIFICALLY SHOWN OTHERWISE.	
24. ALL DEBRIS AND REFUSE IS TO BE REMOVED FROM THE PROJECT. PREMISES SHALL BE LEFT IN A CLEAN BROOM FINISHED CONDITION AT ALL TIMES.	
25. BUILDING INSPECTIONS AND/OR OTHER BUILDING OFFICIALS ARE TO BE NOTIFIED PRIOR TO ANY GRADING AND CONSTRUCTION EFFORT AS WARRANTED BY THE GOVERNING AGENCY.	
26. ALL SYMBOLS AND ABBREVIATIONS ARE CONSIDERED CONSTRUCTION INDUSTRY STANDARDS. IF A CONTRACTOR HAS A QUESTION REGARDING THEIR MEANING, THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION.	
27. ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER CEC ARTICLES 250 AND 810.	
28. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF UTILITY SERVICES IN THE ARE TO BE EXCAVATED PRIOR TO BEGINNING EXCAVATION (IF REQUIRED).	
29. NO PIPES, DUCTS, SLEEVES, CHASES, ETC., SHALL BE PLACED IN SLABS, BEAMS OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING PIPES, DUCTS, ETC. UNLESS OTHERWISE NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC. REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR LOCATIONS.	

GENERAL NOTES (CONTD)	
30. SUBMITTALS:	
A. MANUFACTURER'S DATA: FOR INFORMATION ONLY, SUBMIT COPIES OF MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR EACH SYSTEM COMPONENT REQUIRED. INCLUDE REPORTS AND OTHER DATA AS MAY BE REQUIRED TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS.	
B. SHOP DRAWINGS: SUBMIT SHOP DRAWING DETAILS AND DATA OF SYSTEMS SPECIFIED.	
31. CLEANING AND PROTECTION:	
A. CLEAN EXPOSED SURFACES OF FINISHES AND EQUIPMENT AS REQUIRED. COMPLY WITH MANUFACTURER'S INSTRUCTIONS FOR CLEANING AND TOUCH-UP OF MINOR FINISH DAMAGE. REMOVE AND REPLACE WORK WHICH CANNOT BE SUCCESSFULLY CLEANED AND REPAIRED TO PERMANENTLY ELIMINATE EVIDENCE OF DAMAGE.	
B. THE INSTALLER SHALL ADVISE THE CONTRACTOR OF REQUIRED PROTECTION FOR ANY FINISHES, INCLUDING TEMPERATURE AND HUMIDITY LIMITATIONS AND DUST CONTROL, SO THAT THE WORK WILL BE WITHOUT DAMAGE AND LATERATION AT THE TIME OF ACCEPTANCE BY THE OWNER.	
GENERAL REQUIREMENTS	
THE FOLLOWING STANDARD SPRINT SPECIAL REQUIREMENTS SHALL BE A PART OF THIS SPECIFICATION, BUT NOT INCLUDED IN THE CONSTRUCTION DRAWINGS:	
A. INSTRUCTIONS TO BIDDERS	
B. INVITATION FOR BIDS	
C. BID FORM	
D. LIST OF SUBCONTRACTORS	
E. APPLICATION FOR PAYMENT	
F. CHANGE ORDERS	
G. SCHEDULE OF VALUES	
H. LIST MATERIALS	
I. GENERAL CONDITIONS	
J. SPECIAL GENERAL CONDITIONS	
K. SPECIAL CONDITIONS	
SITE WORK SPECIFICATIONS	
DEMOLITION	
1. WORK INCLUDED:	
A. DEMOLITION AND REMOVAL OF EXISTING CONSTRUCTION AS NECESSARY TO PREPARE FOR NEW CONSTRUCTION.	
B. CLEANUP AND DISPOSAL OF RUBBISH, DEBRIS AND SALVAGE.	
C. PROTECTION AND BARRICADES TO PROTECT PERSONNEL AND PREMISES.	
D. DUST ABATEMENT.	
2. GENERAL REQUIREMENTS:	
A. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ESTABLISH EXTENT OF WORK UNDER THIS SECTION IN ACCORDANCE WITH THE PORTMENT PROVISIONS OF THE GENERAL CONDITIONS.	
B. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA 1-800-422-4133) 48 HOURS PRIOR TO ANY EXCAVATION.	
C. FIELD CONDITIONS:	
(1) VERIFY EXISTING DIMENSIONS AND ACTUAL FIELD CONDITIONS. INSPECT RELATED WORK AND ADJACENT SURFACES AND REPORT TO ARCHITECT ANY CONDITIONS WHICH PRESENT PROPER EXECUTION OF THIS WORK.	
(2) VERIFY SITE INFORMATION INCLUDING PROPERTY LINES, EASEMENTS, BUILDINGS, ROADWAY CURB AND GUTTERS, UTILITIES AND OTHER INFORMATION AFFECTING THE SCOPE OF WORK UNDER THIS SECTION. UTILITY INFORMATION INCLUDES STORM DRAIN, SEWER, WATER, ELECTRICAL, GAS, TELEPHONE AND CABLE TV. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER OR ARCHITECT FOR DIRECTION ON HOW TO PROCEED.	
D. CODES AND STANDARDS: CONFORM TO THE MOST CURRENT BUILDING CODES, AND ANY OTHER REFERRED TO CODES AND STANDARDS. IN CASE OF CONFLICT BETWEEN THE ABOVE AND THIS SECTION, THE MORE STRINGENT SHALL GOVERN. COMPLY WITH STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, LATEST REGISTER (CAL/OSHA).	
E. PROVIDE PEDESTRIAN SAFETY BARRIERS AS REQUIRED TO PROTECT THE PUBLIC AT ALL TIMES. LIFE, CONES AND SAFETY TAPE FOR AREAS UNDER CONSTRUCTION TO ISOLATE FROM PEDESTRIAN ACCESS. KEEP ALL AREAS OF WORK CLEAN, NEAT AND ORDERLY ON A DAILY BASIS.	
3. UTILITIES	
A. EXCAVATION IN THE VICINITY OF UTILITIES SHALL BE UNDERTAKEN WITH CARE. ACTIVE UTILITIES SHALL BE PROTECTED BY AND AT EXPENSE OF THE CONTRACTOR. KEEP ANY REQUIRED UTILITY IN OPERATING CONDITION DURING ENTIRE PERIOD OF WORK. ANY DAMAGE TO UTILITIES WHICH ARE TO REMAIN CAUSED BY ANY PERSON, VEHICLE, EQUIPMENT, OR TOOL RELATED TO THE EXECUTION OF THE CONTRACT SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.	
B. DUST AND NOISE ABATEMENT:	
A. EXERCISE ALL POSSIBLE PRECAUTIONS TO KEEP NOISE TO A MINIMUM AND TO KEEP DUST FROM OBSCURING AND CONTAMINATING ADJACENT BUILDING OPERATIONS AND AREAS.	
3. PROTECTION AND SAFETY:	
A. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING IMPROVEMENTS, INCLUDING FINISH (EXTERIOR AND INTERIOR) AND/OR OUTSIDE WORKING AREA. REPAIR OR REPLACE EXISTING IMPROVEMENTS DAMAGED DURING WORK OF THIS SECTION WITH MATERIALS OF SAME QTY, QTY, QUALITY AND SIZE, MATERIAL OR EQUIPMENT TEMPORARILY REMOVED FOR PROTECTION AND NOT DAMAGED SHALL BE REINSTALLED.	
B. SEQUENCE OF WORK:	
A. GENERAL INTENT: THE DRAWINGS AND THESE SPECIFICATIONS INDICATE IN GENERAL TERMS THE SEQUENCE OF WORK TO BE DONE AND THE MANNER IN WHICH THE SEQUENCE IS TO BE DONE. THE CONTRACTOR, HOWEVER, MAY ORGANIZE HIS WORK AND SELECT THE SPECIFIC METHODS OF PROTECTION HE FEELS ARE SUITABLE AND CORRECT FOR THE WORK TO BE DONE, CONSISTENT WITH THE RESULTS REQUIRED AND THE SAFETY OF THE STRUCTURE AND ALL AFFECTED PREMISES AND PERSONS. HE SHALL, HOWEVER, BEFORE COMMENCING WORK WITH ANY SIGNIFICANT WORK, ADVISE THE ARCHITECT OF HIS PROPOSED METHOD AND SHALL INFORM THEM OF HIS METHODS, PROCEDURES AND SEQUENCE OF WORK AND HOW HE INTENDS TO MEET ANY REASONABLE SUGGESTIONS THEY MAY MAKE IN THE INTEREST OF SAFETY OF THE STRUCTURE.	
7. DEMOLITION:	
A. CONCRETE CUTTING: CONCRETE CONSTRUCTION INDICATED TO BE CUT, BROKEN AND REMOVED SHALL BE HEAVILY CUT USING CONCRETE CUTTING SAWS WITH DIAMOND OR ABRASIVE BLADES. DETERMINE DEPTH OF CUT AND DRILL PILOT HOLES IN CORNERS. CUTTING LARGE LENGTHS TO PREVENT OVERHEATING. SAW BLADES, SAWCUTS SHALL BE MADE STRAIGHT, EVEN AND DEEP ENOUGH INTO ELEMENT BEING CUT TO ASSURE THAT THE ELEMENT WILL BE REMOVED WITHOUT DAMAGING ADJACENT AREAS. CRACKING, SPLITTING OR CHIPPING OF ANY EXPOSED SURFACE OR EDGE CUT REPAIRING STEEL SHALL BE REMOVED WITH GAS CUTTING TORCHES, TAKING CARE NOT TO DAMAGE ADJACENT CONSTRUCTIONS.	
SITE CLEARING / EARTHWORK	
1. WORK INCLUDED:	
A. PROTECTION OF EXISTING EARNS AND SLOPES, INCLUDING TEMPORARY SHORING.	
B. CONTROL OF SURFACE AND GROUND WATER.	
C. EXCAVATION FOR ALL FOOTINGS, SLABS, AND OTHER BUILDING AND/OR STRUCTURAL ELEMENTS.	
D. SAND BACKFILL AND COMPACTION OF SAME.	

SITE WORK SPECIFICATIONS (CONTD)	
E. SUBGRADE PREPARATION FOR ON-GRADE CONCRETE.	
F. REQUIREMENTS FOR TRENCHING OPERATIONS.	
G. CLEAN UP AND DISPOSAL.	
H. SITE CLEARING	
2. RELATED WORK:	
A. TESTING AND INSPECTION OF WORK OF THIS SECTION	
3. QUALITY ASSURANCE	
A. (1) UNIFORM BUILDING CODE LATEST EDITION.	
(2) STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS (CAL/OSHA) LATEST REGISTER.	
B. STANDARDS	
(1) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), SPECIFICATIONS AS INDICATED BY NUMBER HEREIN.	
C. TESTS AND INSPECTIONS	
(1) COMPACTION METHODS SHALL CONFORM TO ASTM D1557-70 SPECIFIED DENSITIES RELATE TO MAXIMUM DRY DENSITIES OBTAINED THEREBY.	
(2) SOILS TESTING AGENCY SHALL BE NOTIFIED BY CONTRACTOR TO COMMANCHEMENT OF EARTHWORK AND SHALL PERFORM AND REPORT THE FOLLOWING PROCEDURES:	
A. VISUALLY APPROVE BACKFILL MATERIAL, PERFORM STABILITY TESTS IF REQUIRED.	
B. SUPERVISE PLACEMENT OF CONTROLLED BACKFILL, PERFORM FIELD DENSITY TESTS AS REQUIRED TO VERIFY PROPER COMPACTION DENSITIES.	
C. INSPECT AND APPROVE COMPLETED AND PREPARED EXAMINATIONS.	
4. SITE VISITATION:	
A. IN PREPARING HIS PROPOSAL, THE CONTRACTOR IS ASSUMED TO HAVE VISITED THE SITE, CAREFULLY EXAMINED THE DRAWINGS AND DETERMINED TO HIS SATISFACTION THE METHODS OF REMOVAL AND STORAGE OF MATERIALS, THE SEQUENCING OF HIS OPERATIONS AND THE NECESSARY ATTENDANCE REQUIRED. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY TO THE CONTRACTOR FOR ANY ERROR THROUGH NEGLIGENCE IN OBSERVING THE SITE CONDITIONS.	
B. JOB CONDITIONS:	
A. PROTECTION: MAINTAIN PROTECTION TO RETAIN EARTH AND TO PROTECT ADJACENT GRADES AND STRUCTURES FROM CAVING, SLOPING, EROSION OR OTHER DAMAGE PROVING SUITABLE PROTECTION. MAINTAIN BODY OF MATERIAL, COMPLY WITH ALL LOCAL CODES AND REGULATIONS. EXIST TEMPORARY BARRICADES AS NEEDED FOR SAFETY AND CONSTRUCT TEMPORARY BERM, DRAIN DITCHES AS NEEDED TO PREVENT SLOPE AND BANK EROSION. DO NOT ALLOW CARPESD SOILS TO CRY OUT AND SPRINKLES AS DIRECTED ON REQUIRED.	
B. DETAILING: KEEP THE WHOLE OF THE EXCAVATIONS CONTINUOUSLY FREE FROM WATER AND FLUIDS OF ANY KIND.	
C. UNDERGROUND PIPES, CONDUITS AND UTILITIES	
A. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND MAINTAIN AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EARTHWORK. THE CONTRACTOR SHALL NOTIFY A UTILITY LOCATING SERVICE. NO EARTHWORK SHALL BE PERFORMED UNTIL A LOCATING SERVICE IS PRESENT AT THE SITE AND WORK IS AUTHORIZED.	
B. OBSERVE APPLICABLE REGULATIONS IN WORK AFFECTING ALL OTHER UNDERGROUND UTILITIES. PROTECT ACTIVE UTILITIES FROM DAMAGE AND REMOVE OR RELOCATE ONLY AS INDICATED OR PERMITTED BY THE ARCHITECT. LOCATE AND PROTECT ALL UTILITIES EXPOSED IN EXCAVATING OR GRADING. IN ABSENCE OF SPECIFIC REQUIREMENTS, PLUS OR CLIP AT LEAST 5 FEET OUTSIDE BUILDING WALLS.	
C. EXCAVATION OR TRENCHING FOR NEW PIPE, CONDUIT OR UTILITY LINES WITHIN FIVE FEET OF BUILDING LINES AND UNDER EXISTING WALLS, SLABS, DRIVES OR PAVEMENT IS SUBJECT TO PROVISIONS OF THIS SPECIFICATION WITH RESPECT TO PROTECTION FROM MOISTURE, CRACKLING AND GRADING.	
D. LINES CONTAINING LIQUID: CHECK FOR LEAKS AND CERTIFY CONDITION TO OWNER. RUN SUCH LINES AT LEAST 5 FEET OUTSIDE BUILDING LINES WHEREVER POSSIBLE.	
7. MATERIALS:	
A. BACKFILL MATERIAL: ONLY MATERIALS APPROVED BY THE GEO-TECHNICAL ENGINEER SHALL BE USED FOR ALL BUILDING OPERATIONS. BACKFILL MATERIALS SHALL CONSIST OF GRAVEL, SAND AND APPROVED MIXTURES OF SAND AND NATURAL MATERIALS.	
B. EXCAVATION:	
A. PREPARE FOR FOOTINGS AND OTHER REQUIREMENTS TO DEPTHS INDICATED ON THE DRAWINGS. ELEVATIONS AND DEPTHS OF EXCAVATIONS SHOWN ON THE DRAWINGS SHALL GOVERN AND WILL BE BASIS FOR BIDDING AND EXECUTION OF THE WORK EXCEPT AS OTHERWISE MAY BE DIRECTED BY THE ARCHITECT. LOCATIONS OR LESS QUANTITIES OF EXCAVATION REQUIRED BY AUTHORIZED INSTRUCTIONS SHALL BE ADJUSTED IN ACCORDANCE WITH GENERAL CONDITIONS.	
B. EXCEPT WHERE EXTRA EXCAVATION IS ORDERED BY THE ARCHITECT, SHOULD EXCAVATIONS BE MADE TO A GREATER DEPTH OR SIZE THAN INDICATED OR REQUIRED, SUCH ADDITIONAL, BOTH OR SIZE SHALL BE FILLED WITH CONCRETE AS SPECIFIED UNDER SECTION 03300 "CONCRETE AT THE CONTRACTOR'S EXPENSE."	
C. ALL EXCAVATIONS SHALL BE SUFFICIENT SIZE TO PERMIT INSTALLATION AND REMOVAL OF ANY REQUIRED FORMS AND ALL OTHER REQUIRED WORK.	
D. SIZES OF FOOTINGS MAY BE FORMED BY MEAT EXCAVATIONS WHERE BANKS WILL STAND WITHOUT CAVING AND THE MEAT TRENCHES ARE CUT 1" WIDER ON EACH SIDE THAN THE FOOTING DIMENSIONS INDICATED ON THE DRAWINGS. IF BANKS CAV, FORM FOOTINGS AND WOODEN TRENCHES TO PERMIT FORMING, BRACING AND INSPECTION, MINIMUM 1'-0" EACH SIDE.	
E. CONTACT THE ARCHITECT FOR INSTRUCTION SHOULD ANY UNUSABLE SOIL OR ANY OTHER ADVERSE SUBSURFACE CONDITION BE ENCOUNTERED.	
F. MACHINE EXCAVATION MAY BE USED DOWN TO ROUGH ELEVATIONS. PERFORM FINAL GRADING AND TRIMMING BY HAND METHODS.	
G. TRENCHES: EXCAVATE TRENCHES TO WIDTHS REQUIRED FOR PROPER LAYING OF PIPE WITH BANKS AS NEARLY VERTICAL AS PRACTICAL. BRING BOTTOMS OF TRENCHES TO REQUIRED DEPTHS AND ACCURATELY GRADE TO PROVIDE UNIFORM BEARING ON UNDISTURBED SOIL FOR ENTIRE LENGTH OF EACH SECTION OF PIPE.	
H. BACKFILLING:	
A. AFTER CONCRETE HAS BEEN PLACED AND ALL WORK APPROVED, THE EXCAVATIONS SHALL BE FILLED WITH APPROVED BACKFILL MATERIAL TO INDICATED OR REQUIRED GRADES. ALL RUBBISH AND WOOD SHALL BE REMOVED FROM THE EXCAVATIONS BEFORE PLACING BACKFILL.	
B. PLACE BACKFILL IN 8-INCH LOOSE LAYERS, BRING TO OPTIMUM MOISTURE CONTENT AND COMPACT TO 90% OF MAXIMUM DENSITY, SLOPING DOWN AND AWAY FROM BUILDINGS.	
C. THE AMOUNT OF WATER USED SHALL BE MODICALLY CONTROLLED TO INSURE OPTIMUM MOISTURE CONDITIONS FOR THE TYPE OF FINAL MATERIAL. EXCESSIVE AMOUNTS OF WATER CAUSING SATURATION OF EARTH WILL NOT BE PERMITTED. COMPACTION BY FLOODING OR SETTING IS PROHIBITED.	
10. SUBGRADE PREPARATION FOR CEMENT:	
A. PREPARE SUBGRADE FOR CONCRETE CASE ON EACH BY CUTTING, FILLING AND COMPACTION AS REQUIRED AND SPECIFIED HEREIN AND BRING TO OPTIMUM MOISTURE CONTENT. FINISH SUBGRADE WITHIN A 5/8" TOLERANCE WHEN TESTED WITH A 10 FT. STRAIGHTEDGE IN ANY DIRECTION AND LOCATION. COMPACT TO THE DENSITY SPECIFIED FOR FILL AND MAINTAIN CONTENT UNTIL CONCRETE IS PLACED.	
11. DISPOSAL AND CLEAN UP	
A. BURNING COMBUSTIBLE RUBBISH ON SITE IS PROHIBITED.	
B. RUBBISH, DEBRIS AND ROCKS SHALL BE HAULED AWAY FROM THE SITE PROMPTLY AND LEGALLY DISPOSED OF.	
C. EXCESS EARTH REMAINING FROM CUTTING AND EXCAVATION SHALL BE LEGALLY DISPOSED OF OFF THE SITE.	
D. DUST AND NOISE ABATEMENT: DURING ENTIRE PERIOD OF CONSTRUCTION AND DURING LOADING, KEEP AREA AND MATERIAL BEING LOADED SPRINKLED TO REDUCE DUST IN AIR AND ADJACENT TO PREMISES AND NEIGHBORHOOD. EXERCISE ALL RESPONSIBLE MEANS TO ABATE UNWANT NOISE.	
E. CLEAN UP SITE, REMOVE ALL DEBRIS AND LEAVE PREMISES IN CLEAN AND ORDERLY CONDITION.	

SEALANT SPECIFICATIONS	
1. WORK INCLUDED:	
A. THIS SPECIFICATION IS INTENDED TO BE GENERAL IN ITS SCOPE AS TO WHERE CALLING ON SEALANT IS TO BE INSTALLED. THE CONTRACTOR SHALL CHECK ALL DRAWINGS AND DETAILS AND THOROUGHLY FAMILIARIZE HIMSELF WITH THE EXTENT OF THE CALLING ON SEALING INVOLVED. ONLY A COMPLETE AND ABSOLUTELY WATERPROOF JOB WILL BE ACCEPTED.	
2. GUARANTEED:	
A. PROVIDE GUARANTEE, IN FORM REQUIRED BY GENERAL CONDITIONS, FOR PERIOD OF TWO (2) YEARS.	
B. DEFECTIVE WORK WILL BE JUDGED A FAILURE DUE TO LEAKAGE, HARDENING, CRACKING, CRIMBLING, MELTING, SPREADING OR RUNNING OF CALLING COMPOUND OR SEALANT ON STANDING OF ANY ADJACENT WORK.	
3. SEALANT:	
A. ONE PART, ELASTOMERIC-TYPE COMPOUND CONFORMING TO ASTM D-993.300, TYPE II CLASS A. THE COMPOUND SHALL BE SUPPLIED IN A READY TO USE FORM WHICH REQUIRES NO ON THE JOB MIXING. USE FOR ALL EXTERIOR WORK EXCEPT AREAS SUBJECT TO FOOT TRAFFIC.	
B. NON-TRACING SEALANT FOR AREAS SUBJECT TO FOOT TRAFFIC (INTERIOR OR EXTERIOR). TWO COMPONENT FURTHERMORE SEALANT, AS MANUFACTURED BY WAGGON INTERNATIONAL (WAGGON 2435) SOWBORN AND SONS (SOWBORN), PAVING JOINT SEALANTS: W.R. GRACE CO. (DARASEAL - U TRAFFIC GRADE) OR EQUAL.	
FINISH SPECIFICATIONS	
1. MATERIALS	
A. USE FACTORY-MIXED PAINTS, ENAMELS, STAINS, VARNISH, LACQUERS, FILLER, PRIMER, AND ALL SIMILAR "PAINT" PRODUCTS. LABEL FOR TYPE, COLOR AND MANUFACTURER. DELIVER IN ORIGINAL FACTORY CONTAINERS. USE PRODUCTS FOLLOWING AS LISTED IN "PAINTING SCHEDULE":	
(1) ACRYLIC PAINT COMP.	
(2) DUN-EMERSON COMP.	
(3) PPG INDUSTRIES	
(4) SINGULAR PAINT COMPANY	
B. PAINT PRIMER: EXACT TYPE RECOMMENDED BY MANUFACTURER OF MATERIAL TO BE PRIMERED.	
2. PAINT FINISH SCHEDULE	
A. IN ORDER TO ESTABLISH THE STANDARDS OF DURABILITY AND APPEARANCE REQUIRED OF THE PAINTER'S FINISHES, THE COATINGS SPECIFIED IN THE PAINT FINISH SCHEDULE HAVE BEEN SELECTED FROM THE CURRENT CATALOGS OF THE DUN-EMERSON PAINT COMPANY.	
3. PAINTING SCHEDULE	
A. EXTERIOR METAL (FERROUS - SHOP PRIMERED)	
(1) FIRST COAT BLDG-RUST (43-4)	
(2) SECOND COAT COMPO (43-1)	
(3) THIRD COAT SYN-LUSTRO (10)	
"SHOP PRIMERED STEEL NEEDS TO BE COMPLETELY REPRIMERED BEFORE APPLYING TOPCOATS."	
B. EXTERIOR METAL (FERROUS - UNPAINTED)	
(1) PRE-TREATMENT GALV-ETOL (43-123)	
(2) FIRST COAT GALV-ALUM (43-37)	
(3) SECOND COAT COMPO (43-1)	
(4) THIRD COAT SYN-LUSTRO (10)	
C. INTERIOR METAL (FERROUS - SHOP PRIMERED)	
(1) FIRST COAT COMPO (43-5)	
(2) SECOND COAT SUPER 10-JAS (222-1)	
(3) THIRD COAT SYN-LUSTRO (10)	
FIRE NOTES	
1. DURING CONSTRUCTION AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED ON EACH FLOOR LEVEL AT EACH STAIRWAY, IN STORAGE AND CONSTRUCTION SHEDS, IN LOCATIONS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED OR USED, AND WHERE OTHER SPECIAL HAZARDS ARE PRESENT PER CFC SECTION 3515.1.	
2. BUILDINGS UNDERGOING CONSTRUCTION, ALTERATION OR DEMOLITION SHALL CONFORM TO CFC CHAPTER 33, WELDING, CUTTING, AND OTHER HOT WORK SHALL BE IN CONFORMANCE WITH CFC CHAPTER 33.	
3. OPEN FLAMES, FIRE, AND BURNING ON ALL PREMISES IS PROHIBITED EXCEPT AS SPECIFICALLY PERMITTED BY THE CITY OF SAN DIEGO AND CFC 308.	
GENERAL NOTES	
PROJECT'S, SPRINT, 13638	

Booth & Suarez

ARCHITECTURE INCORPORATED

1801 EAST MAIN STREET SUITE 100
EL CAJON, CA 92021 (619) 949-1503

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 885-6838

APPROVALS

ARC	DATE
RE	DATE
RF	DATE
WT	DATE
EE/IN	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

DATE	NO.	TO (N)
04/17/11	001	002
05/12/11	100	20
05/22/11	100	20
06/28/11	100	20
10/22/11	100	20
02/28/11	100	20
04/09/11	100	20
12/12/11	100	20
03/27/11	100	20

SHEET TITLE

GENERAL NOTES

PROJECT'S, SPRINT, 13638

A-0.2

STRUCTURAL CONCRETE SPECIFICATIONS

- A. GENERAL
- PRECEDENCE, UNLESS OTHERWISE NOTED OR SPECIFIED IN THESE DRAWINGS, THE FOLLOWING GENERAL NOTES SHALL APPLY. INFORMATION ON THESE DRAWINGS SHALL HAVE THE FOLLOWING PRECEDENCE:
 - ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
 - NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
 - MATERIAL NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS.
 - OTHER TRADES: SEE OTHER SHEETS IN THESE DRAWINGS FOR INFORMATION AND DIMENSIONS NOT SHOWN THAT MAY BE NEEDED TO PROPERLY COMPLETE THIS FOUNDATION WORK.
 - SIMILAR DETAILS: CONSTRUCTION DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS.
 - WATERPROOFING: WATERPROOFING DETAILS AND SPECIFICATIONS, ALTHOUGH SOMETIMES SHOWN ON STRUCTURAL DRAWINGS ARE FOR GENERAL INFORMATION PURPOSES ONLY. ARCHITECTURAL WATERPROOFING DETAILS, WHERE APPLICABLE, APPEAR ELSEWHERE IN THESE DRAWINGS.
 - MEANS & METHODS: THESE DRAWINGS AND ASSOCIATED DETAILS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION UNLESS SPECIFICALLY NOTED OTHERWISE.
 - SHOWING: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ALL TEMPORARY BRACING AND SHORING TO INSURE THE SAFETY OF THE WORK UNITS. IT IS IN ITS COMPLETED FORM, THIS INCLUDES UNDERPINNING EXISTING FOOTINGS WHERE APPLICABLE.
- B. MATERIALS
- GENERAL: DETAIL, PREPARE, FORM, CURE AND PLACE CONCRETE IN ACCORDANCE WITH ACI 318, ACI 318-05, CFSI AND ACI DETAILING MANUAL, CHAPTER ALL EXPOSED EDGES 3/4"
 - STRENGTH: CONCRETE FOR THIS PROJECT SHALL HAVE THE FOLLOWING MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT AGE OF 28 DAYS:

LOCATION	STRENGTH	WEIGHT	SLUMP	ADJUSTURE
A. CAISSON FOOTING	4500psi	300pcf	4"	NONE

 CONTRACTOR SHALL PROVIDE CONCRETE TEST CYLINDERS AS REQUIRED FOR 7 DAY AND 28 DAY TESTING. TEST DATA SHALL BE SUBMITTED TO VERIZON WIRELESS CONSTRUCTION MANAGER FOR REVIEW AND APPROVAL.
 - SPECIAL INSPECTION: CONCRETE WITH SPECIFIED STRENGTH REQUIRED TO BE GREATER THAN 2500psi SHALL BE CONTINUOUSLY INSPECTED DURING PLACEMENT BY A SPECIAL INSPECTOR EMPLOYED BY A TESTING LABORATORY APPROVED BY THE BUILDING DEPARTMENT.
 - REINFORCING BAR GRADES: REINFORCING STEEL SHALL BE CLEAN PREFORMED BARS CONFORMING TO ASTM A615 AS FOLLOWS:

#4 & SMALLER BARS	GRADE 40
#5 & LARGER BARS	GRADE 60
 - CONCRETE
 - FOOTINGS & SLABS: TYPE I, LOW ALKALI, CONFORMING TO ASTM C-150.
 - PER CAISSON FOOTINGS: TYPE V, LOW ALKALI, CONFORMING TO ASTM C-150.
 - SEE CONCRETE AND SOIL SULFATE CONTENT NOTES ELSEWHERE ON THIS SHEET.
 - AGGREGATE: AGGREGATE USED IN THE CONCRETE SHALL CONFORM TO ASTM C-33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. THE MAXIMUM SIZE AGGREGATE IN CONCRETE WORK SHALL BE THE FOLLOWING:

A. FOOTINGS, PAD & SLABS 8" THICK OR LESS: 3/4" GRAVEL
B. PER CAISSON FOOTINGS: 1" GRAVEL
 - WATER: SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT OF ACIDS, ALKALIS, ORGANIC MATERIALS AND SHALL BE SUITABLE FOR HUMAN CONSUMPTION.
 - MIXING: PREPARATION OF CONCRETE SHALL CONFORM TO ASTM C-94. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY A TESTING AGENCY.
 - SEGREGATION OF AGGREGATE: CONCRETE SHALL NOT BE FLOPPED THROUGH REINFORCING STEEL (AS IN WALLS, COLUMNS, CAISSON, AND DROP CAPITALS) SO AS TO CAUSE SEGREGATION OF AGGREGATE. USE HOPPERS, CHUTES, TRUNKS OR PUMP HOSE SO THAT THE FREE UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FEET.
 - SPACES OF REINFORCING STEEL SHALL BE LAPPED A MINIMUM OF 30 DIAMETERS OR AS SPECIFICALLY DETAILED ON DRAWINGS AND SECURELY WIRE TOGETHER. SPACES OF ADJACENT REINFORCING BARS SHALL BE STAGGERED WHENEVER POSSIBLE.
 - REINFORCING BAR CLEARANCE: UNLESS SPECIFICALLY NOTED OTHERWISE, CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF BAR SHALL BE AS NOTED BELOW. MINIMUM COVERAGE FOR JOISTS, BEAMS, ORDERS AND COLUMNS SHALL BE TO FACE OF STRIPS OR TIES.

A. CONCRETE IN CONTACT WITH EARTH, UNFORMED: 3"
B. CONCRETE IN CONTACT WITH EARTH, FORMED: 2"
C. WALL, EXTERIOR FACE: 1-1/2"
D. WALL, INTERIOR FACE: 1"
E. STRUCTURAL SLABS: 3/4"
F. JOISTS: 3/4"
G. BEAMS, ORDERS AND COLUMNS: 1-1/2"
 - NOTATIONS: NO SLEEVES OR CHASES SHALL BE PLACED IN BEAMS, SLABS, WALLS AND COLUMNS, EXCEPT THOSE SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATIONS OF ANY ADDITIONAL SLEEVES OR CHASES. ALL PLUMBING, ELECTRICAL AND MECHANICAL OPENINGS SHALL BE IN SLEEVES. CORING IS NOT ALLOWED UNLESS PRIOR APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
 - CONDUIT: CONDUIT PLACED IN A CONCRETE SLAB SHALL NOT HAVE AN OUTSIDE DIAMETER GREATER THAN 1/4 THE THICKNESS OF THE SLAB. CONDUIT SHALL NOT BE EMBEDDED IN A SLAB THAT IS LESS THAN 3-1/2" THICK, UNLESS SLAB IS LOCALLY THICKENED. SEE TYPICAL DETAIL. MINIMUM CLEAR DISTANCE BETWEEN CONDUITS SHALL BE SIX INCHES.

- EMBEDDED ITEMS & ANCHORS: ALL ANCHOR BOLTS, REINFORCING STEEL DOVELS, INSERTS, ETC. SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE. NO REPOSITIONING DURING CONCRETE POUR IS PERMITTED.
- ALL CONCRETE SHALL BE CONSOLIDATED BY INTERNAL VIBRATION IN ACCORDANCE WITH A.C.I. STANDARDS 308-72 RECOMMENDED PRACTICE FOR CONSOLIDATION OF CONCRETE.
- CHAMFER ALL EXPOSED EDGES 3/4"
- ALL COLD WEATHER & HOT WEATHER CONCRETE PLACEMENT SHALL BE IN ACCORDANCE WITH A.C.I. 305 AND 306.
- CURING: SLABS SHALL BE SPRAYED WITH A CURING COMPOUND IMMEDIATELY AFTER FINISHING. KEEP SLAB WET FOR A (7) DAY PERIOD MINIMUM.

REQUIRED SPECIAL INSPECTIONS

A CERTIFICATE OF SATISFACTORY COMPLETION OF WORK AND ALL FIELD REPORTS FOR WORK REQUIRED SPECIAL INSPECTION MUST BE COMPLETED AND SUBMITTED TO THE FIELD INSPECTION DIVISION PRIOR TO FINAL APPROVAL FOR OCCUPANCY.

WORK REQUIRING SPECIAL INSPECTION:

- EQUIPMENT ROOM
- CONCRETE ANCHOR 8/D1
 - MONOTREE - SEE SHEET 11 OF MONOTREE
 - FABRICATION IN APPROVED FABRICATOR SHOP
 - HIGH STRENGTH BOLTING
 - CAISSON CONCRETE PLACEMENT
 - SOIL INSPECTION
 - REINFORCING STEEL IN CAISSON

SPECIAL INSPECTION NOTES

- THE SPECIAL INSPECTOR MUST BE CERTIFIED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, IN THE CATEGORY OF WORK REQUIRED TO HAVE SPECIAL INSPECTION.
- 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 OFF-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 THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU ACKNOWLEDGE AND ARE AWARE OF THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND, AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- THE CONSTRUCTION MATERIALS TESTING LABORATORY MUST BE APPROVED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, FOR TESTING OF MATERIALS, SYSTEMS, COMPONENTS AND EQUIPMENTS.
- FABRICATOR MUST BE APPROVED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES FOR THE 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 THE INSPECTION SERVICES DIVISION PRIOR TO ERECTION OF FABRICATED ITEMS AND ASSEMBLIES.
- THE SPECIAL INSPECTIONS REQUIRED ON PLANS ARE, IN ADDITION TO, AND NOT A SUBSTITUTE FOR, THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY A CITY'S BUILDING INSPECTOR.

CONCRETE EXPANSION ANCHORS

CONCRETE EXPANSION ANCHORS

- INSTALLATION: INSTALL EXPANSION ANCHORS IN ACCORDANCE WITH THE REQUIREMENTS GIVEN IN A.C.I. RESEARCH COMMITTEE RECOMMENDATIONS FOR THE SPECIFIC ANCHOR. SPECIAL INSPECTION IS REQUIRED.

WHEN INSTALLING DRILLED-IN ANCHORS AND/OR POWER DRIVEN PINS IN EXISTING NON-PRESTRESSED REINFORCED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. MAINTAIN A MINIMUM CLEARANCE OF ONE-INCH BETWEEN THE REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR PIN.
- JOB TESTING: FOR VERIFYING SATISFACTORY INSTALLATION WORKMANSHIP, PERFORM PROOF LOAD TESTS FOR EXPANSION ANCHORS ACTING IN SHEAR AND/OR TENSION IN THE PRESENCE OF THE PROJECT INSPECTOR. SUBMIT REPORT OF TEST RESULTS TO ENFORCEMENT AGENCY. IF ANY ANCHORS FAIL THE TENSION-TESTING REQUIREMENTS, THE ADDITIONAL TESTING REQUIREMENTS SHALL BE ACCEPTABLE TO THE ENFORCEMENT AGENCY.
 - WHEN EXPANSION-TYPE ANCHORS ARE USED FOR BELL PLATE BOLTING APPLICATIONS, 10% OF THE ANCHORS SHALL BE TENSION TESTED.
 - WHEN EXPANSION-TYPE ANCHORS ARE USED FOR OTHER STRUCTURAL APPLICATIONS, ALL SUCH EXPANSION ANCHORS SHALL BE TENSION TESTED. EXPANSION-TYPE ANCHORS SHALL NOT BE USED AS HOLD-DOWN BOLTS.
 - WHEN EXPANSION-TYPE ANCHORS ARE USED FOR NON-STRUCTURAL APPLICATIONS, SUCH AS EQUIPMENT ANCHORS, DOCS OR ALTERNATE BOLTS IN A GROUP SHALL BE TENSION TESTED.
 - PROOF LOAD TEST THE EXPANSION ANCHORS TO THE TORQUE PROOF LOAD INDICATED FOR THAT PARTICULAR ANCHOR. IF ANY ANCHOR FAILS, THEN TEST ALL ANCHORS NOT PREVIOUSLY TESTED UNTIL (20) CONSECUTIVE PASS, THEN RESUME INITIAL TESTING FREQUENTLY.
 - THE PROOF LOAD MAY BE APPLIED BY ANY METHOD THAT WILL EFFECTIVELY MEASURE THE TENSION IN THE ANCHOR, SUCH AS DIRECT PULL WITH A HYDRAULIC JACK, A TORQUE WRENCH CALIBRATED FOR USE WITH A SPECIFIC ANCHOR, CALIBRATED SPRING-LOADED DEVICES, ETC. ANCHORS IN WHICH TORQUE IS USED TO EXPAND THE ANCHOR WITHOUT APPLYING TENSION TO THE BOLT MAY NOT BE VERIFIED WITH A TORQUE WRENCH.
- ANCHORS: HELIX RB TZ (ACC ESR-1917)

TEST VALUES 2500 PSI HANDBOOK			
ANCHOR DIA. (IN)	MINIMUM EMBEDMENT (IN)	MINIMUM TENSION PROOF LOAD (LBS)	MINIMUM TENSILE CAPACITY (LBS)
3/8"	8"	1195	25
1/2"	8"	1490	35
1/2"	5 1/4"	2430	40
1/2"	5 1/4"	2015	40
3/4"	4 3/4"	3250	110

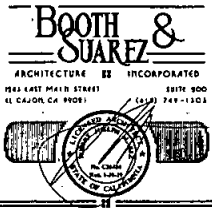
- ANCHOR DIAMETER REFERS TO THE THREAD SIZE FOR THE WEDGE CATEGORIES AND TO THE ANCHOR OUTSIDE DIAMETER FOR THE SLEEVE CATEGORY.
- APPLY PROOF TEST LOADS TO WEDGE ANCHORS WITHOUT REMOVING THE NUT IF POSSIBLE. IF NOT, REMOVE NUT AND INSTALL A THREADED COUPLER TO THE SAME THICKNESS AS THE ORIGINAL, BUT USING A TORQUE WRENCH AND APPLY LOAD.
- REACTION LOADS FROM TEST FIXTURES MAY BE APPLIED CLOSE TO THE ANCHOR BEING TESTED, PROVIDED THE ANCHOR IS NOT RESTRAINED FROM MOVING BY THE FIXTURE(S).
- TEST EQUIPMENT (INCLUDING TORQUE WRENCHES) IS TO BE CALIBRATED BY AN APPROVED TESTING LABORATORY IN ACCORDANCE WITH STANDARD RECOGNIZED PROCEDURES.
- THE FOLLOWING CRITERIA APPLY FOR THE ACCEPTANCE OF INSTALLED ANCHORS:

HYDRAULIC RAM METHOD:

THE ANCHOR SHOULD HAVE NO OBSERVABLE MOVEMENT AT THE APPLICABLE TEST LOAD FOR WEDGE AND SLEEVE TYPE ANCHORS. A PRACTICAL WAY TO DETERMINE OBSERVABLE MOVEMENT IS THAT THE WASHER UNDER THE NUT BECOMES LOOSE.

TORQUE WRENCH METHOD:

THE APPLICABLE TEST TORQUE MUST BE REACHED WITHIN THE FOLLOWING LIMITS: WEDGE OR SLEEVE TYPE: ONE-HALF (1/2) TURN OF THE NUT FOR THE 3/8" SLEEVE ANCHOR ONLY ONE-QUARTER (1/4) TURN OF THE NUT FOR THE 1/2" SLEEVE ANCHOR ONLY.
- TESTING SHOULD OCCUR A MINIMUM OF 24 HOURS AFTER INSTALLATION OF THE SUBJECT ANCHOR.
- IF THE MANUFACTURER'S RECOMMENDED INSTALLATION TORQUE IS LESS THAN THE TEST TORQUE NOTED IN THE TABLE, THE MANUFACTURER'S RECOMMENDED INSTALLATION TORQUE SHOULD BE USED IN LIEU OF THE TABULATED VALUES.
- ALL TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE SPECIAL INSPECTOR.



PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-8638

APPROVALS

ABC	DATE
KE	DATE
RF	DATE
MT	DATE
EE/WH	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER

SD35XC250

PROJECT NAME

ROSE CREEK TRAIL

2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

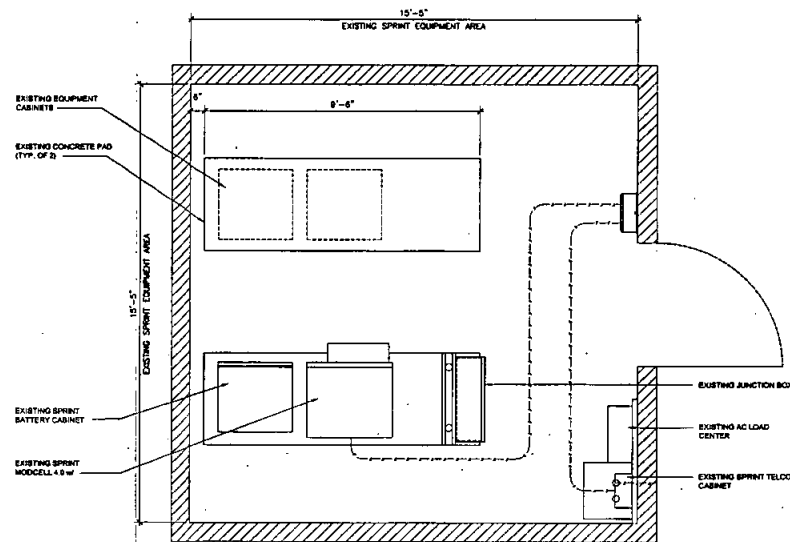
04/17/15	80% ZD (N)
05/12/15	100% ZD (N)
09/22/15	100% ZD REV 1 (N)
09/28/15	100% ZD REV 2 (N)
10/22/15	100% ZD REV 3 (N)
02/26/16	100% ZD REV 4 (N)
04/08/16	90% CD (N)
12/12/16	100% CD PLAN SUBMITTAL (N)
01/24/17	PLAN CHECK CORRECTIONS (N)

SHEET TITLE

SPECIFICATIONS

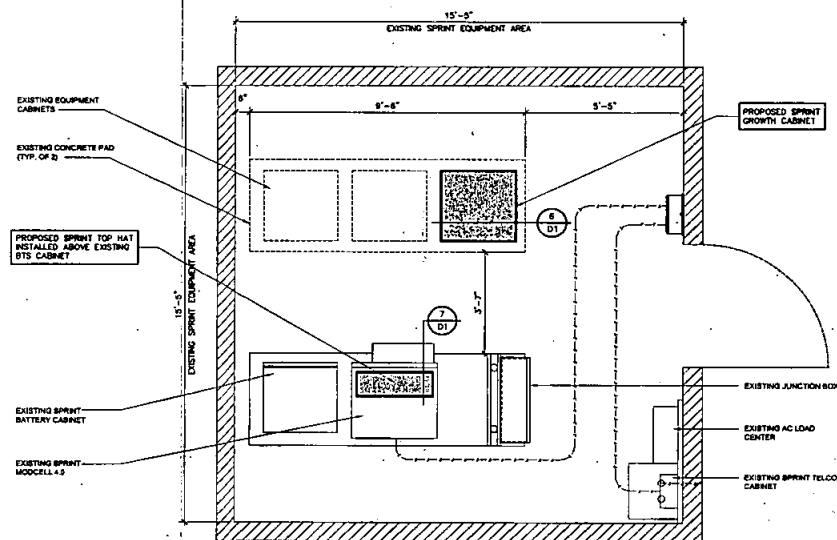
PROJECT: Sprint/15038

A-0.3



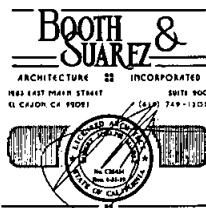
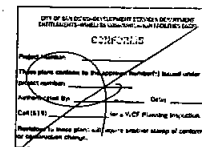
EXISTING EQUIPMENT ROOM FLOOR PLAN

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



PROPOSED EQUIPMENT ROOM FLOOR PLAN

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



PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-8838

APPROVALS

AAC	DATE
RE	DATE
RF	DATE
INT	DATE
EX/IN	DATE
OPS	DATE
EX/OUT	DATE

PROJECT NUMBER

SD35XC250

PROJECT NAME

ROSE CREEK TRAIL

2637 GRAND AVENUE
SAN DIEGO, CA 92109

SAN DIEGO COUNTY

DRAWING DATES

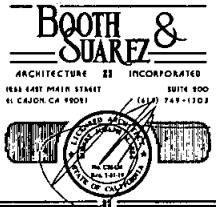
04/17/15	REV 2D (S)
05/12/15	100% 2D (S)
05/22/15	100% 2D REV 1 (S)
09/28/15	100% 2D REV 2 (S)
10/22/15	100% 2D REV 3 (S)
02/28/16	100% 2D REV 4 (S)
04/08/16	90% CD (S)
12/12/16	100% CD PLAN SUBMITTAL (S)

SHEET TITLE

**EXISTING &
PROPOSED
EQUIPMENT PLAN**

PROJECTS/Sprint/19038

A-2



PREPARED FOR
Sprint
9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-8838

APPROVALS

ABC	DATE
RE	DATE
RF	DATE
INT	DATE
EL/IN	DATE
OPS	DATE
EL/OUT	DATE

PROJECT NUMBER
SD35XC250
PROJECT NAME
ROSE CREEK TRAIL
2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

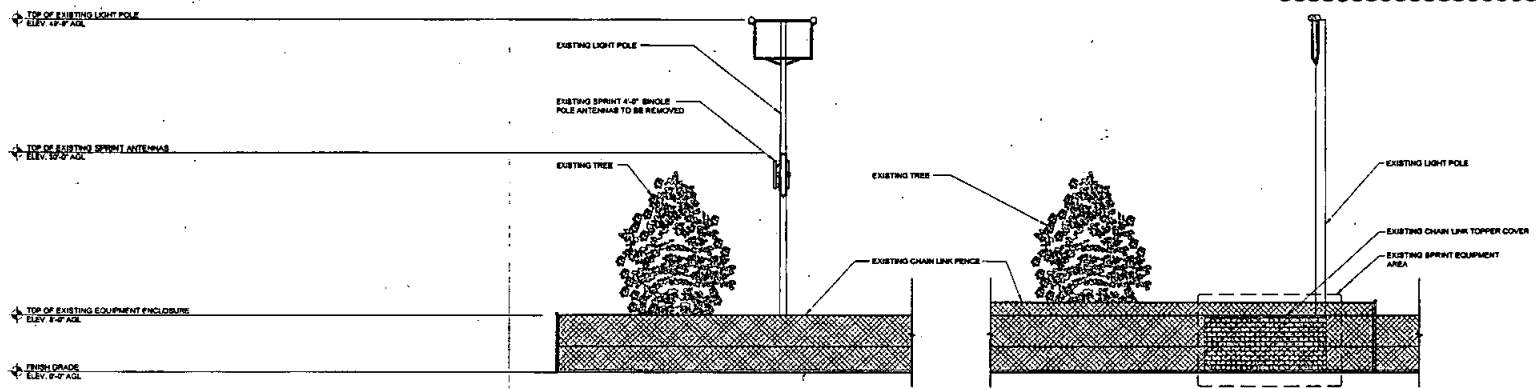
04/17/15	BOX 2D (wp)
05/12/15	100% 2D (wp)
05/22/15	100% 2D REV 1 (wp)
06/25/15	100% 2D REV 2 (wp)
10/22/15	100% 2D REV 3 (mm)
02/26/16	100% 2D REV 4 (wp)
04/09/16	BOX CD (wp)
12/12/16	100% CD PLAN SUBMITTAL (wp)
02/27/17	PLAN/CHECK CORRECTIONS (+)

SHEET TITLE
EXISTING & PROPOSED NORTH ELEVATION

PROJECT/Sprint/19038

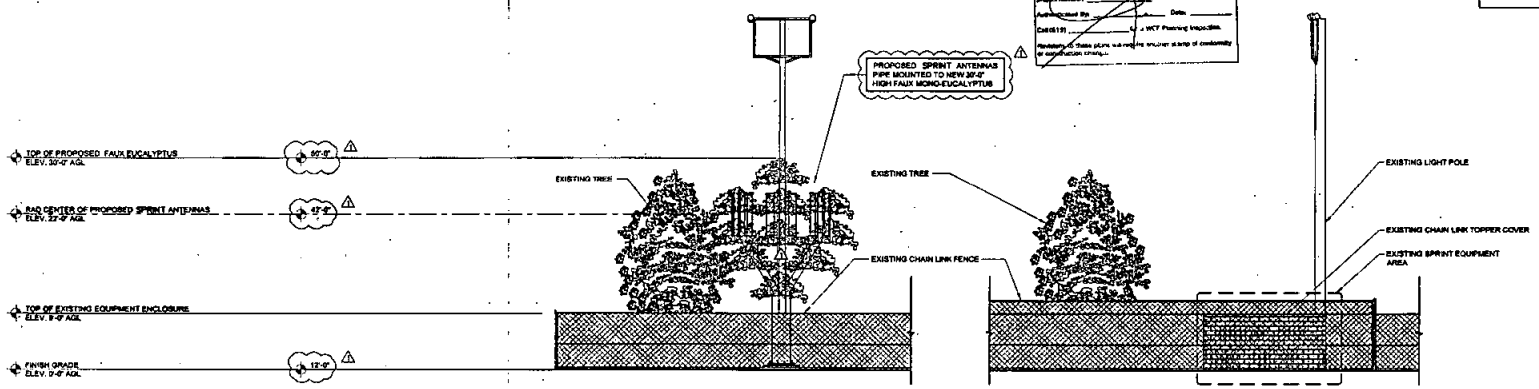
A-3

NOTE:
1. THE HIGHEST POINT OF THE EQUIPMENT, OR ANY PIPE, ANTENNA OR OTHER PROJECTION SHALL NOT EXCEED 30 FT ABOVE BASE OF MEASUREMENT (REFERENCE DATUM).
2. A PRE-CONSTRUCTION INSPECTION IS REQUIRED DUE TO THE HEIGHT OF THE PROPOSED STRUCTURE BEING WITHIN ONE FOOT OF THE MAINTENANCE ALLOWED IN THE CORRECTION HEIGHT LIMITED OVERLAY ZONE (PROPOSITION D). THE PRE-CONSTRUCTION INSPECTION MUST BE SCHEDULED AND CARRIED BY THE FIELD INSPECTOR BEFORE ANY SUBSEQUENT INSPECTIONS CAN BE SCHEDULED. CALL (619) 981-7111 TO SCHEDULE THE PRE-CONSTRUCTION INSPECTION. CONTACT THE INSPECTION SERVICES OFFICE AT (619) 482-8075. IF YOU HAVE QUESTIONS PERTAINING TO THE PRE-CONSTRUCTION INSPECTION.



CONFORMS
CITY OF SAN DIEGO (SANDAG) PUBLIC UTILITIES DEPARTMENT
ELECTRICITY DIVISION (ELECTRICITY) (ELECTRICITY)
Project Number: _____
These plans conform to the applicable standards listed under project number: _____
Approved By: _____ Date: _____
Checked By: _____ Date: _____
Reviewed By: _____ Date: _____
Reviewed By: _____ Date: _____

NOTE:
1. INSTALLERS TO VERIFY LATEST RF DATA SHEET & PLUMBING/WIRING DIAGRAM PRIOR TO INSTALLATION.
2. THERE WILL BE NO EDUCATION ASSOCIATED WITH THIS PROJECT.





PREPARED FOR
Sprint
9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-6638

APPROVALS

AAC	DATE
ME	DATE
RF	DATE
INT	DATE
EL/IN	DATE
OPS	DATE
EL/OUT	DATE

PROJECT NUMBER
SD35XC250
PROJECT NAME
ROSE CREEK TRAIL
2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

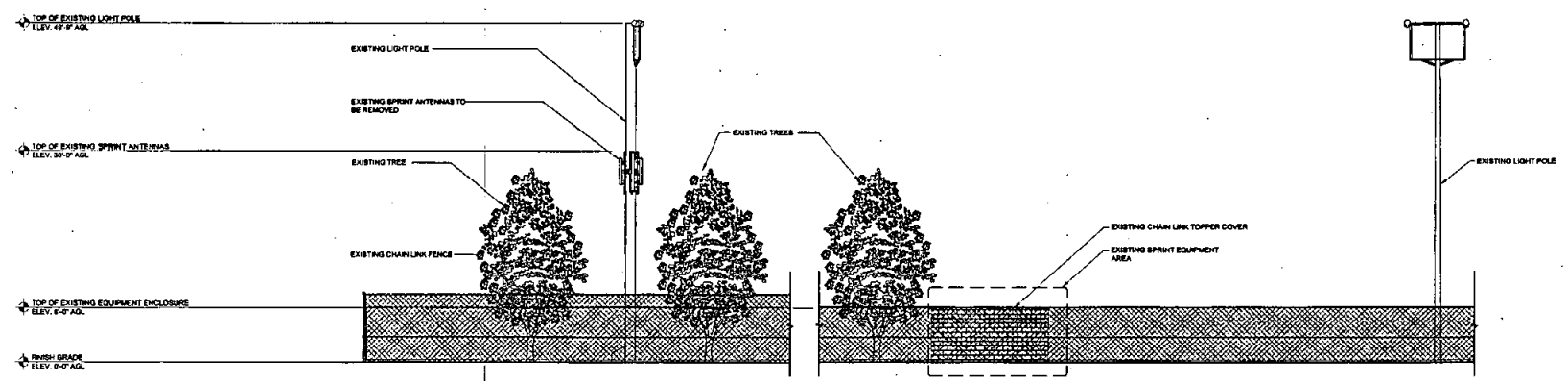
04/17/15	90% CD (m)
05/12/15	100% CD REV 1 (m)
06/22/15	100% CD REV 2 (m)
08/28/15	100% CD REV 3 (m)
10/22/15	100% CD REV 4 (m)
12/28/16	90% CD (m)
12/12/16	100% CD PLAN SUBMITTAL (m)
03/27/17	PLANS CHECK CORRECTIONS (m)

SHEET TITLE
EXISTING & PROPOSED WEST ELEVATION

PROJECT/Sprint/15038

A-4

NOTE:
1. THE HIGHEST POINT OF THE EQUIPMENT, OR ANY PIPE, ANTENNA OR OTHER PROJECTION SHALL NOT EXCEED 50 FT ABOVE BASE OF MEASUREMENT (REFERENCE DATUM).
2. A PRE-CONSTRUCTION INSPECTION IS REQUIRED DUE TO THE HEIGHT OF THE PROPOSED STRUCTURE BEING WITHIN ONE FOOT OF THE MAXIMUM HEIGHT ALLOWED BY THE COUNTY. HEIGHT LIMITED OVERLAY ZONE (PROPOSITION 65). THE PRE-CONSTRUCTION INSPECTION MUST BE SCHEDULED AND CARRIED BY THE FIELD INSPECTOR BEFORE ANY SUBSEQUENT INSPECTIONS CAN BE SCHEDULED. CALL (866) 881-7111 TO SCHEDULE THE PRE-CONSTRUCTION INSPECTION. CONTACT THE INSPECTION SERVICE OFFICE AT (866) 482-8676. IF YOU HAVE QUESTIONS PERTAINING TO THE PRE-CONSTRUCTION INSPECTION.



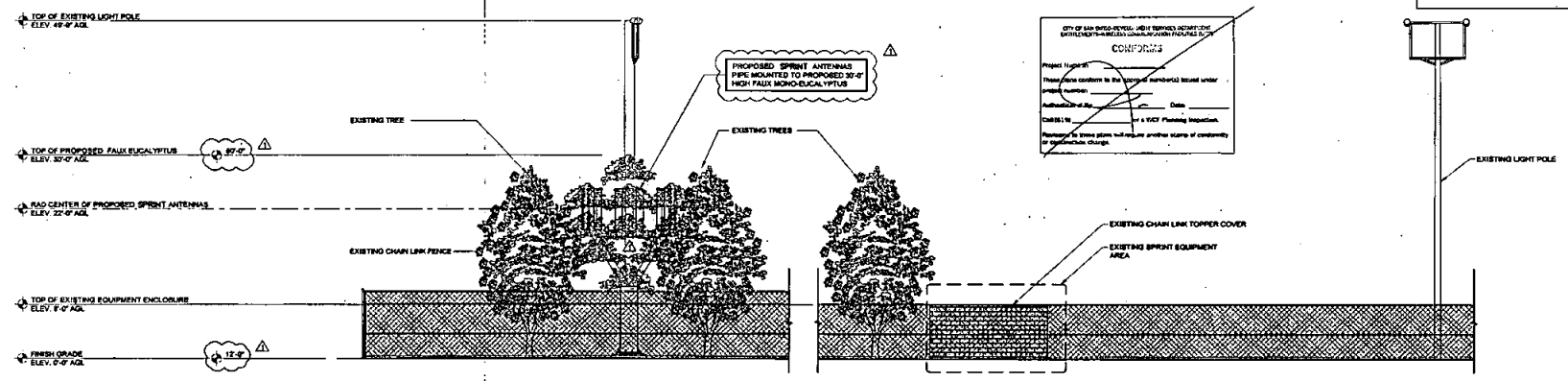
EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"

NOTE:
1. INSTALLERS TO VERIFY LATEST RF DATA SHEET & PLUMBING / WIRING DIAGRAMS, PRIOR TO INSTALLATION.
2. THERE WILL BE NO EXCAVATION ASSOCIATED WITH THIS PROJECT.

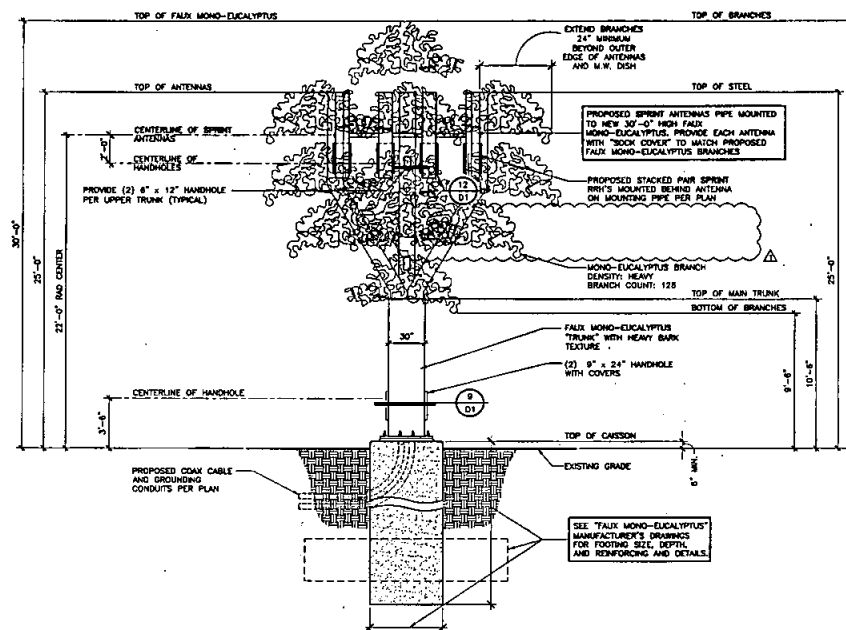
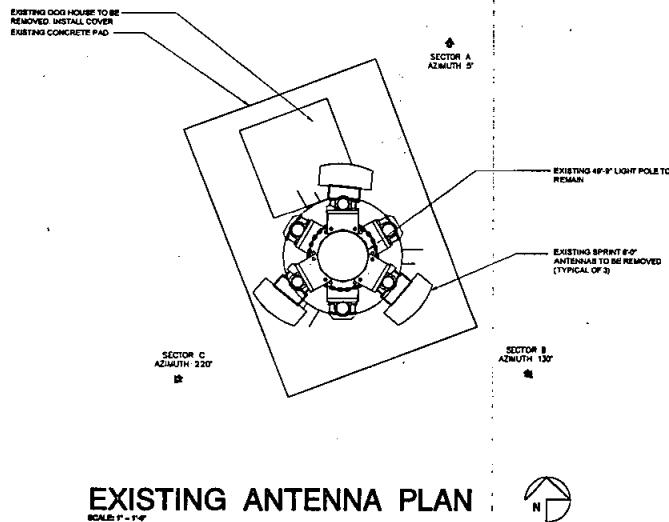
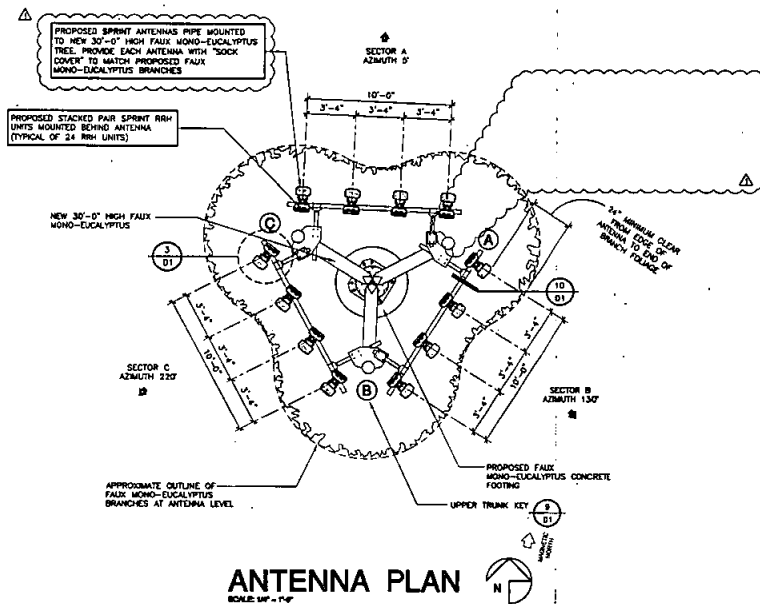
CITY OF SAN DIEGO - REVISOR: JUNE 2015 (REMOVED FROM CITY OF SAN DIEGO - REVISOR: JUNE 2015)

COMMENTS

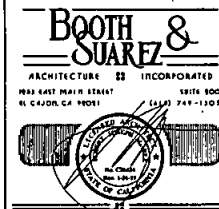
Project Number: _____
Drawings created by: _____
Reviewed by: _____
Date: _____
Checked by: _____
Remarks: For review please include a written statement of compliance or non-compliance.



PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



ANTENNA AND COAXIAL CABLE SCHEDULE									
SECTOR	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	DOWNLINK	SHEW ANGLE	ANTENNA SIZE	NUMBER OF CABLES PER SECTOR	CONC. CABLE LENGTH (L x J - 3)	CONC. SIZE
A1	NORTH	5°	CONSCOPE: DSH1125B-300	0°	N/A	7' L x 12' W x 7' H	10	100'-0"	6'-0"
A2			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
A3			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
A4			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
B1	SOUTHEAST	130°	CONSCOPE: DSH1125B-300	0°	N/A	7' L x 12' W x 7' H	10	100'-0"	6'-0"
B2			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
B3			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
B4			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
C1	SOUTHWEST	230°	CONSCOPE: DSH1125B-300	0°	N/A	7' L x 12' W x 7' H	10	100'-0"	6'-0"
C2			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
C3			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			
C4			CONSCOPE: DSH1125B-300			7' L x 12' W x 7' H			



9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-6638

APPROVALS

ABC _____ DATE _____

KE _____ DATE _____

RF _____ DATE _____

INT _____ DATE _____

EE/WH _____ DATE _____

OPS _____ DATE _____

EE/OUT _____ DATE _____

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2637 GRAND AVENUE
SAN DIEGO, CA 92109

SAN DIEGO COUNTY

DRAWING DATES

04/17/15 BOX 2D (p)

05/12/15 100% 2D (p)

05/22/15 100% 2D REV 1 (p)

06/22/15 100% 2D REV 2 (p)

10/22/15 100% 2D REV 3 (p)

02/24/16 100% 2D REV 4 (p)

04/09/16 BOX 2D (p)

12/12/16 100% CD PLAN SUBMITTAL (p)

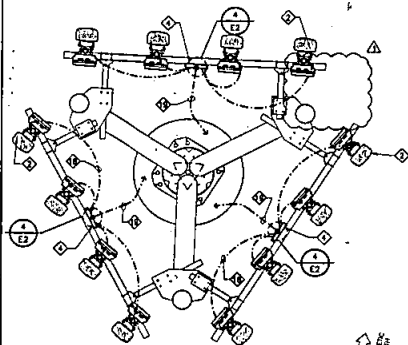
03/27/17 PLAN/CHECK CORRECTIONS (p)

SHEET TITLE

FAUX EUCALYPTUS ELEVATION, ANTENNA PLAN & DETAILS

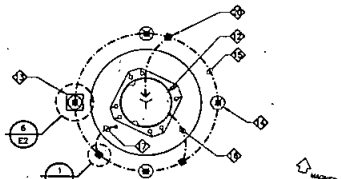
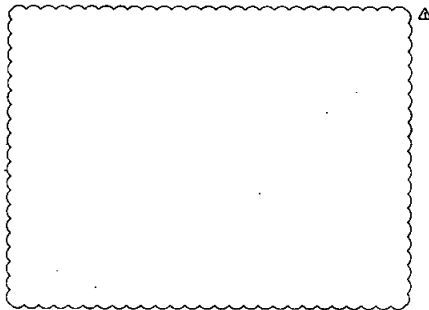
PROJECT: Sprint/15038

A-5



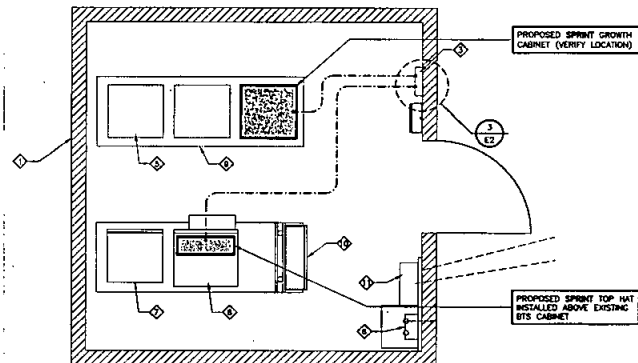
**GROUNDING PLAN
(ANTENNAS)**

SCALE: 3/4" = 1'-0"



GROUNDING PLAN

SCALE: 3/4" = 1'-0"



GROUNDING PLAN

SCALE: 3/4" = 1'-0"

GROUNDING GENERAL NOTES:

- GROUNDING LAYOUT MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
- THE CABINET GROUND LOCATION SHALL BE APPROVED BY THE SPRINT PROJECT MANAGER. NOTIFY PROJECT MANAGER OF ANY DIFFICULTIES INSTALLING TO GROUNDING SYSTEM DUE TO SITE OR SOIL CONDITIONS.
- GROUND TEST: CONTRACTOR SHALL PROVIDE TEST OF THE GROUNDING SYSTEM. PROVIDE TEST RESULTS TO THE SPRINT PROJECT MANAGER FOR REVIEW. GROUNDING SYSTEM RESISTANCE TO EARTH GROUND SHALL NOT EXCEED 5 OHMS. IF THE GROUND TEST EXCEEDS THE MAXIMUM OF 5 OHMS CONTRACTOR SHALL INFORM SPRINT PROJECT MANAGER.
- ALL GROUND WIRE SHALL BE TIN COATED OR GREEN INSULATED WIRE, UNLESS OTHERWISE NOTED.
- CONNECTORS: ALL ABOVE-GRADE INTERIOR GROUNDING CONNECTORS SHALL BE DOUBLE-LUG COMPRESSION TYPE. ALL BELOW-GRADE AND EXPOSED EXTERIOR GROUNDING CONNECTORS TO PERMANENT EQUIPMENT AND FIXED BUILDING ELEMENTS SHALL BE CADWELD TYPE EXCEPT AS OTHERWISE INDICATED.
- ALL EXPOSED GROUNDING CONNECTORS TO BE COATED WITH ANTI-CORROSIVE AGENT SUCH AS "ZD-01", "ZDOLUX" OR "PEMETROX". VERIFY PRODUCT WITH SPRINT PROJECT MANAGER.
- ALL BOLTS, WASHERS AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
- GROUND COAXIAL SHIELD IN THREE (3) PLACES USING MANUFACTURER GUIDELINES.
- GROUND CONDUCTOR BENDS
 - MINIMUM # OF BENDS
 - MAXIMUM 90 DEGREE OF BENDS
 - MINIMUM BEND RADIUS FOR #2 OR SMALLER SHALL BE 8 INCHES.

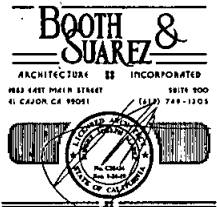
LEGEND:

- ⊗ GROUND ROD
- MECHANICAL GROUND CONNECTION
- CADWELD CONNECTION
- ⊗ GROUND ACCESS WELL
CIRCULAR CONCRETE BOX 9" x 12" HIGH WITH
CONCRETE COVER WITH CAST LETTERS "GR ROD"
(3-TOTAL)
- GROUND CONDUCTOR

GROUNDING PLAN NOTES:

- ⊗ EXISTING SPRINT CONCRETE ENCLOSURE
- ⊗ PROPOSED SPRINT ANTENNAS MOUNTED TO PROPOSED MONO EUCALYPTUS
- ⊗ EXISTING MASTER GROUND BUSS BAR (MGB)
- ⊗ PROPOSED ANTENNA GROUND BUSS BAR (AGB)
- ⊗ EXISTING EQUIPMENT CABINET
- ⊗ EXISTING TELCO CABINET
- ⊗ EXISTING BATTERY CABINET
- ⊗ EXISTING SPRINT MODELL 4.0
- ⊗ EXISTING CONCRETE PAD
- ⊗ EXISTING FIBER JUNCTION BOX
- ⊗ EXISTING ELECTRICAL METER
- ⊗ PROPOSED SPRINT 48'-0" HIGH FAIR EUCALYPTUS TREE
- ⊗ ACCESS WELL WITH 5/8" x 10'-0" LONG COPPER CLAD STEEL GROUND ROD
- ⊗ 5/8" x 10'-0" LONG COPPER CLAD STEEL GROUND ROD
- ⊗ EXTERNAL BURIED GROUND RING AT MONO EUCALYPTUS #2 SOLID THINNED BARE COPPER WIRE 30' MINIMUM DEPT. SEE DETAIL 10
- ⊗ #2 SOLID THINNED BARE COPPER WIRE FROM MONO EUCALYPTUS TO EXTERIOR GROUND RING
- ⊗ ATTACH GROUND LEAD TO MONO EUCALYPTUS FOOTING REBAR WITH BURIED MECHANICAL CLAMP OR CAD WELD TO GROUND RING
- ⊗ #2 AWG GREEN INSULATED STRANDED COPPER CONDUCTOR FROM EACH ANTENNA TO ANTENNA GROUND BUSS BAR (AGB)
- ⊗ #2/0 SOLID THINNED COPPER GROUND WIRE CONNECTS FROM ANTENNA GROUND BUSS BARS TO EXTERIOR GROUND RING (BELOW)
- ⊗ CADWELD CONNECTION (TYPICAL)

SEE DETAIL 10
FOR GROUNDING SCHEMATICS



ARCHITECTS INCORPORATED
1842 WEST MAIN STREET SUITE 900
SAN DIEGO, CA 92101 (619) 749-1101

PREPARED FOR

Sprint

9101 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 983-6838

APPROVALS	
ABC	DATE
RE	DATE
RF	DATE
INT	DATE
EX/IN	DATE
OPS	DATE
EX/OUT	DATE

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2837 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

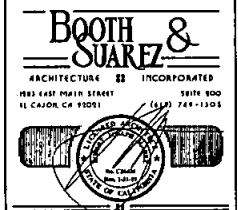
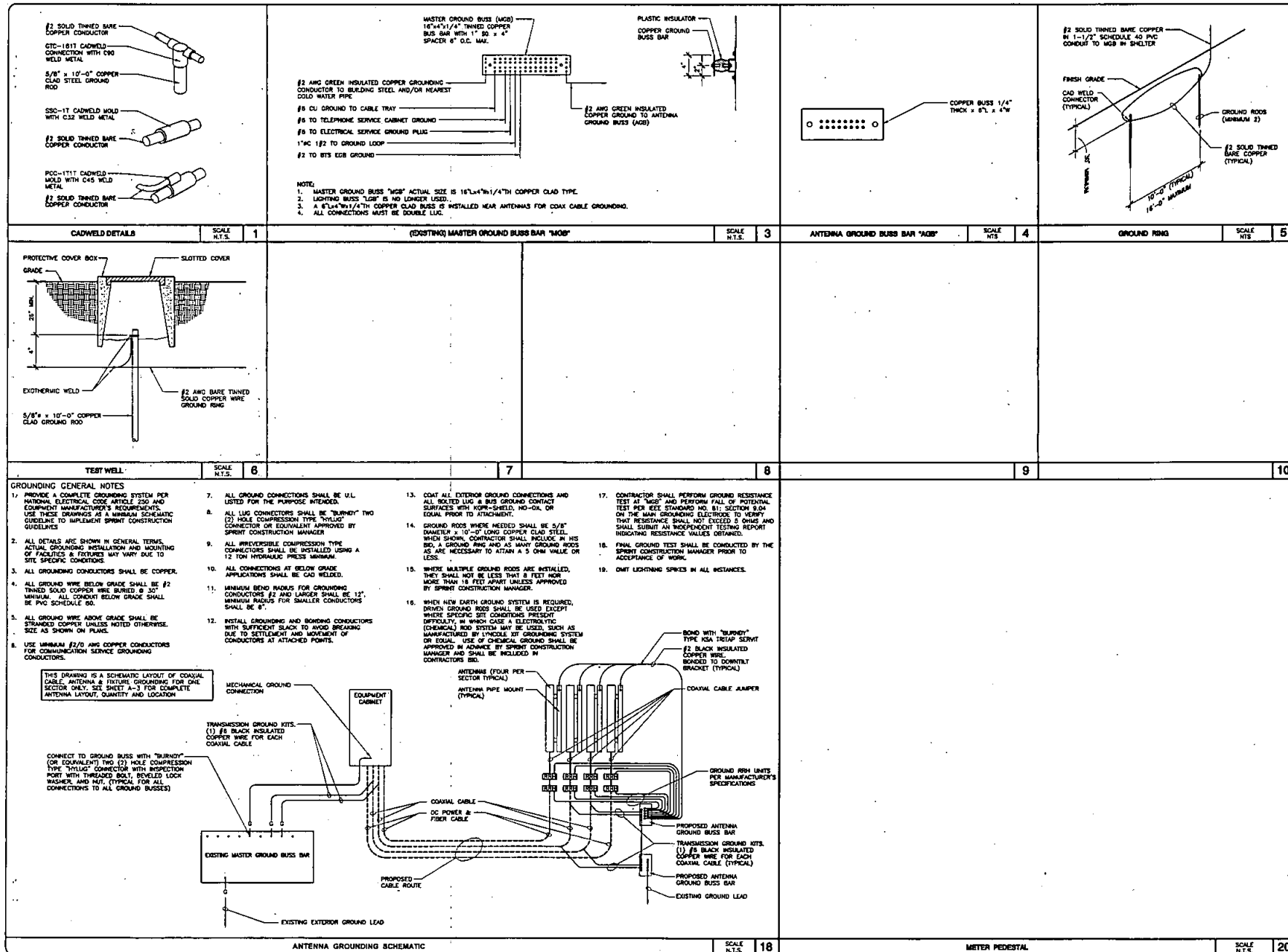
DRAWING DATES	
04/17/19	80% CD (ps)
05/12/15	100% 2D (ps)
05/22/15	100% 2D REV 1 (ps)
08/28/15	100% 2D REV 2 (ps)
10/22/15	100% 2D REV 3 (ps)
02/28/16	100% 2D REV 4 (ps)
04/09/16	80% CD (ps)
12/12/18	100% CD PLAN SUBMITTAL (ps)
03/27/17	PLAN CHECK CONNECTIONS (ps)

SHEET TITLE

GROUNDING PLAN

PROJECT: Sprint/15038

E-1



PREPARED FOR
Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-8638

APPROVALS

AAC	DATE
RE	DATE
BT	DATE
INT	DATE
CE/WH	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2837 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

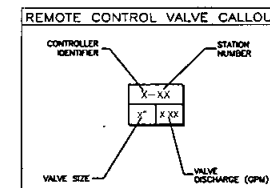
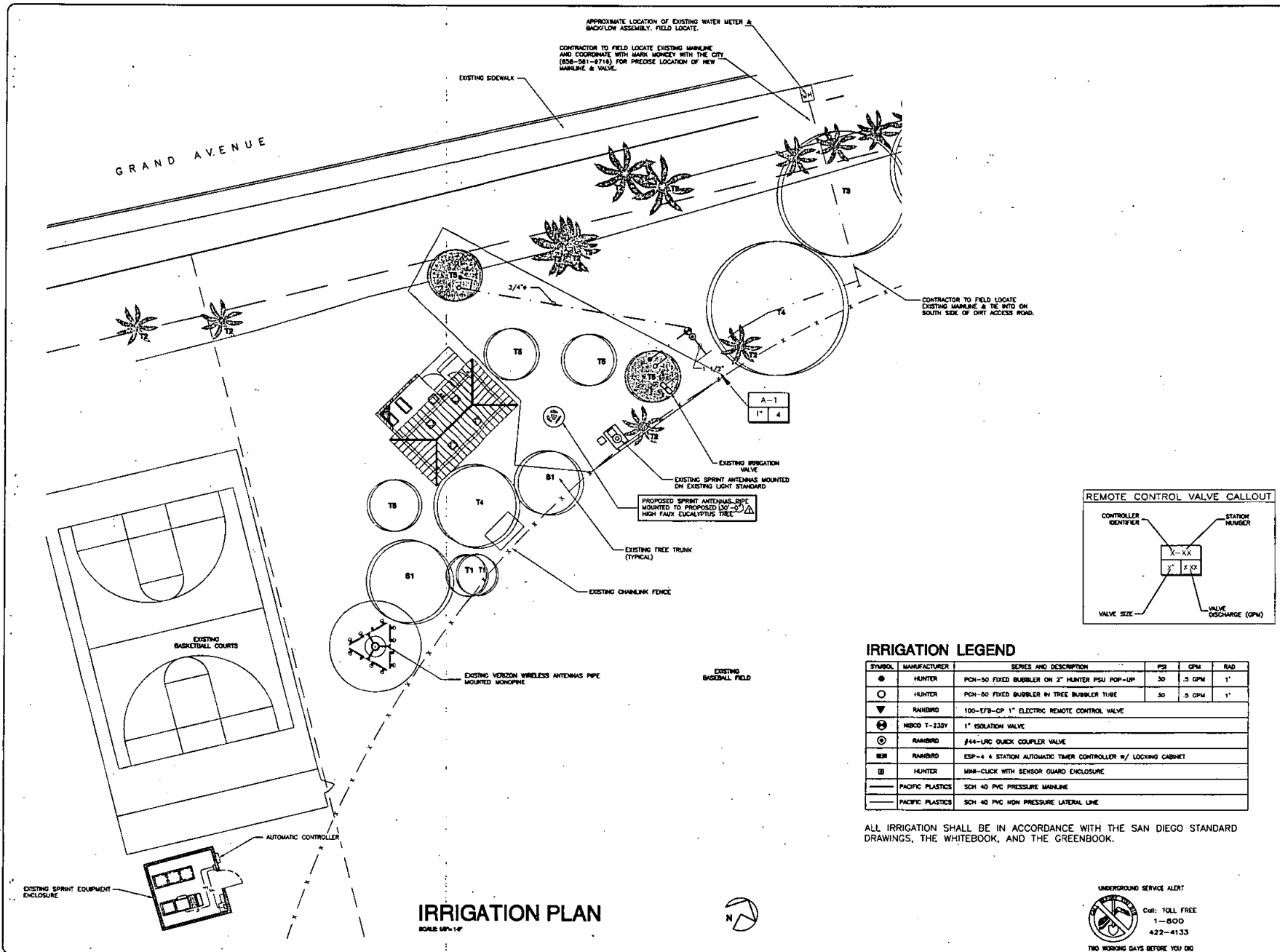
04/17/15	90% CD (g)
05/12/15	100% CD (g)
05/22/15	100% CD REV 1 (g)
06/28/15	100% CD REV 2 (g)
10/22/15	100% CD REV 3 (g)
02/28/16	100% CD REV 4 (g)
04/09/16	90% CD (g)
12/12/16	100% CD PLAN SUMMITAL (g)

SHEET TITLE

GROUNDING DETAILS

PROJECT'S/SPRINT/15038

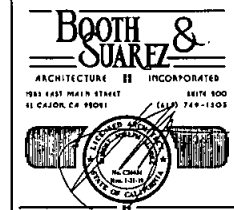
E-2



IRRIGATION LEGEND

SYMBOL	MANUFACTURER	SERIES AND DESCRIPTION	PSI	GPM	RAD
●	HUNTER	PCN-50 FIXED BUBBLER ON 2" HUNTER PSU POP-UP	30	.5 GPM	1'
○	HUNTER	PCN-50 FIXED BUBBLER IN TREE BUBBLER TUBE	30	.5 GPM	1'
▼	RAINBIRD	100-178-CP 1" ELECTRIC REMOTE CONTROL VALVE			
⊕	HECO T-235Y	1" ISOLATION VALVE			
⊙	RAINBIRD	#44-LMC QUICK COUPLER VALVE			
⊞	RAINBIRD	ESP-4 4 STATION AUTOMATIC TIMER CONTROLLER W/ LOCKING CABINET			
⊞	HUNTER	MINI-CLICK WITH SENSOR GUARD ENCLOSURE			
—	PACIFIC PLASTICS	SCH 40 PVC PRESSURE MAINLINE			
—	PACIFIC PLASTICS	SCH 40 PVC HIGH PRESSURE LATERAL LINE			

ALL IRRIGATION SHALL BE IN ACCORDANCE WITH THE SAN DIEGO STANDARD DRAWINGS, THE WHITEBOOK, AND THE GREENBOOK.



PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-8838

APPROVALS

ARC _____ DATE _____

RE _____ DATE _____

RF _____ DATE _____

INT _____ DATE _____

EE/IN _____ DATE _____

DPS _____ DATE _____

EE/OUT _____ DATE _____

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2837 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

04/17/15 90X 2D (m)
05/12/15 100X 2D (m)
05/22/15 100X 2D REV 1 (m)
06/26/15 100X 2D REV 2 (m)
10/22/15 100X 2D REV 3 (m)
02/26/16 100X 2D REV 4 (m)
04/09/16 90X CD (m)
12/12/16 100X CD PLAN SUBMITTAL (m)
02/27/17 CHECK CORRECTIONS (m)

SHEET TITLE

IRRIGATION PLAN

PROJECTS/SPRINK/15038

L-2

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

EXHIBIT "A"

Project Number:

430514

Approval Date:

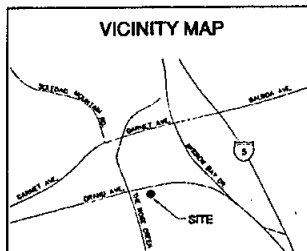
2014.2.12.2014

Signed (1st Sheet):

Sprint



SD35XC250
ROSE CREEK TRAIL
2637 GRANDE AVENUE
SAN DIEGO, CA 92109



THOMAS GUIDE PAGE: 1248, C3

ADDRESS
2637 GRANDE AVE.
SAN DIEGO, CA 92109

DIRECTIONS:

1. DEPART ROUND WEST ON HARBOR DR
2. MAKE A LEFT TURN ONTO HARBOR DR
3. TURN LEFT ONTO GRAY ST
4. MERGE ONTO GRAY ST
5. TAKE RIGHT
6. EXIT HARBOUR ST EXIT
7. MERGE ONTO HARBOR DR ON
8. TURN RIGHT LEFT ONTO GRANDE AVE
9. DESTINATION ON THE LEFT

DRAWING NOTE

THE BASE OF THESE DRAWINGS WERE TAKEN FROM "AS-BUILT" DRAWINGS PROVIDED BY SPRINT. THE ACCURACY OF THE AS-BUILT DRAWINGS WERE ASSUMED TO BE CORRECT AND WERE NOT THOROUGHLY REVIEWED FOR ACCURACY.

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE INC.
328 CARLSBAD VILLAGE DRIVE, SUITE D2
CARLSBAD, CA 92008
(760) 634-8474
(760) 634-8886 (FAX)

PERMITS REQUIRED

- SDP
- SDP
- SDP

OVERLAY ZONES

- COASTAL OVERLAY ZONE (COZ-COZ)
- COASTAL HEIGHT LIMITATION OVERLAY ZONE
- SENSITIVE COASTAL OVERLAY ZONE
- MULTIPLE HABITAT PLANNING AREA (MHPA)
- PARKING IMPACT OVERLAY ZONE
- FEMA FLOODPLAINS

LEGAL DESCRIPTION

PROPERTIES OF HARBOR BAY PARK TRACT MAP 1130 AND HARBOR BAY PARK TRACT REDEVELOPMENT MAP 1248 AND ACRES LOT 78 OF PACIFIC BEACH MAP 824 AND PORTIONS OF PUBLIC LANDS OF SAN DIEGO, MISCELLANEOUS MAP NO. 36, A PORTION OF HARBOR BAY DESCRIBED AS FOLLOWS: THAT PARCEL COMMONLY KNOWN AS SAN DIEGO COUNTY TAX COLLECTOR'S TAX PARCELS 422-460-15

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

PROJECT SUMMARY

APPLICANT: SPRINT
9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CALIFORNIA 92122
(619) 517-8543
CONTACT: MARGAN MURPHY
(619) 588-6438

OWNER: CITY OF SAN DIEGO COASTAL PARKS DIVISION
CRENSHAW PARK DIVISION
SAN DIEGO, CA 92109
CONTACT: COASTAL PARKS DIVISION
PH: (619) 221-8801

PROJECT DESCRIPTION:

- INSTALL (13) NEW 8'-0" PANEL ANTENNAS MOUNTED TO NEW 30'-0" HIGH FAIR EUCALYPTUS
- INSTALL (24) NEW 8'-0" MOUNTED BEING PROPOSED ANTENNAS
- INSTALL (1) NEW GROUND CABLE ON EXISTING BASED CONCRETE PAD BASED EQUIPMENT ENCLOSURE
- INSTALL (1) NEW TOP MOUNT ON EXISTING 8'x8' CABINET
- INSTALL (1) NEW 30'-0" HIGH FAIR EUCALYPTUS MANUFACTURED BY SOLAR COMMUNICATIONS INTERNATIONAL, INC.
- REMOVAL OF EXISTING SPENT ANTENNAS ON EXISTING LIGHT POLE
- NEW COAX CABLE TRENCH FROM EXISTING POLE TO NEW FAIR TREE

ASSESSORS PARCEL NUMBER: 424-460-09

JURISDICTION: CITY OF SAN DIEGO

ZONING (EXISTING): RE-1-7

TOTAL SITE AREA: 3,612,437 SQ

LEASE AREA: 8,356 SQ. FT.

NO INCREASE IN EXISTING LEASE AREA

TYPE OF CONSTRUCTION (EXISTING):

OCCUPANCY OF EXISTING: U

OCCUPANCY OF PROPOSED: U

SPRINT EQUIPMENT ROOM: 3-3

CURRENT USE: TELECOMMUNICATIONS FACILITY

PROPOSED USE: TELECOMMUNICATIONS FACILITY

NOTE: THERE IS ANOTHER EXISTING TELECOMMUNICATIONS FACILITIES ON SITE (11/20/2010)

SHEET SCHEDULE

- | | |
|-------|---|
| T-1 | TITLE SHEET & PROJECT DATA |
| A-0 | SITE PLAN |
| A-0-D | WATER POLLUTION CONTROL PLAN |
| A-1 | ENLARGED SITE PLAN |
| A-2 | EQUIPMENT FLOOR PLAN |
| A-3 | EXTERIOR ELEVATIONS |
| A-4 | EXTERIOR ELEVATIONS |
| A-5 | FAIR EUCALYPTUS ELEVATION, ANTENNA PLAN & DETAILS |
| D-1 | DETAILS |
| L-1 | LANDSCAPE DEVELOPMENT PLAN |

STATEMENT OF COMPLIANCE

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

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA STATE BUILDING CODE, TITLE 24, 2013 EDITION
CALIFORNIA PLUMBING CODE, 2013 EDITION
CALIFORNIA MECHANICAL CODE, 2013 EDITION
CALIFORNIA ELECTRICAL CODE, 2013 EDITION
CALIFORNIA FIRE CODE, 2013 EDITION
CALIFORNIA ENERGY CODE, 2013 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

Booth & Suarez
ARCHITECTURAL INCORPORATED
251 CARLSBAD VILLAGE DRIVE, SUITE 200
CARLSBAD, CA 92008 (760) 634-8474

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 955-6438

APPROVALS

AAC	DATE
NE	DATE
NY	DATE
WTE	DATE
CE/W	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NUMBER

SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

04/17/18	80% TD (S)
05/17/18	100% TD (S)
05/17/18	100% TD REV 1 (S)
06/18/18	100% TD REV 1 (S)
10/12/18	100% TD REV 1 (S)
02/16/18	100% TD REV 1 (S)
04/17/18	100% TD REV 1 (S)

SHEET TITLE

TITLE SHEET
&
PROJECT DATA

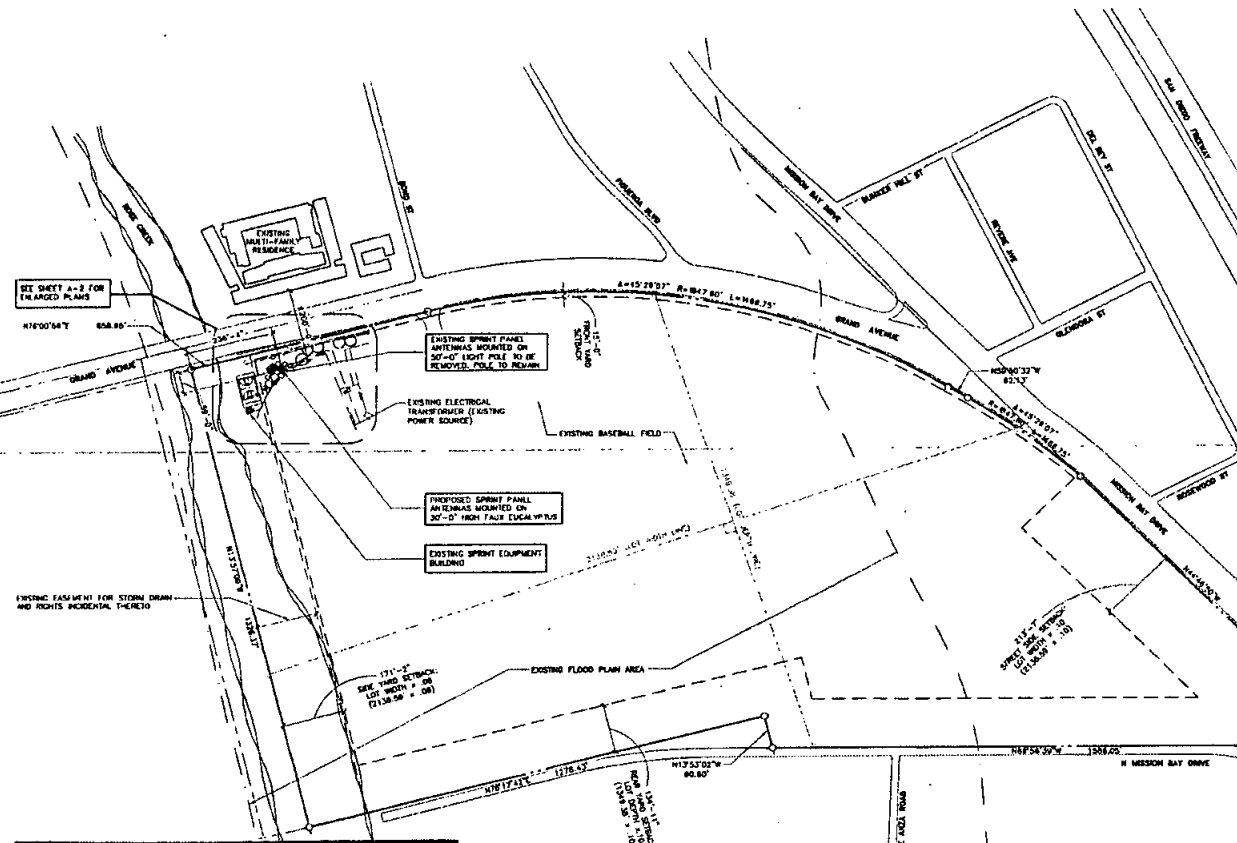
PROJECTS/Sprint/13038

T-1

DISCLAIMER

THIS DRAWING WAS PREPARED WITH THE BEST OF A CURRENTLY AVAILABLE AND REASONABLE CARE AND EFFORTS SHALL BE MADE TO CORRECT ANY ERRORS OR OMISSIONS. THE ACCURACY OF THIS PROPERTY LINE, EASEMENTS AND SETBACKS.

- ENGINEERING NOTES:**
1. PRIOR TO THE RESUMANCE OF ANY CONSTRUCTION PERMIT THE PERMITTEE SHALL ENTER INTO A MAINTENANCE AGREEMENT FOR THE Ongoing PERMANENT BMP MAINTENANCE, SATISFACTORY TO THE CITY ENGINEER.
 2. PRIOR TO RESUMANCE 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 G OF THE CITY'S STORM WATER STANDARDS.
 3. PRIOR TO THE RESUMANCE 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.
 4. NO EXISTING PARKING SPACE WILL BE USED OR REMOVED BY THIS PROJECT. THIS IS NOT A ROOFTOP INSTALLATION ON AN EXISTING FACILITY.
 5. THE PROPOSED TALL LOCALITY/US LOCATION WILL NOT BLOCK OR ALTER THE EXISTING DRAINAGE PATTERN.
 6. THIS PROJECT PROPOSES NO WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
 7. ALL EXTRACTED MATERIAL LISTED TO BE EXPORTED SHALL BE EXPORTED TO A LEGAL DISPOSAL SITE IN ACCORDANCE WITH THE STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "SPECS BOOK"). 2008 EDITION AND REGIONAL SUPPLEMENT AMENDMENTS ADOPTED BY REGIONAL STANDARDS COMMITTEE.
 8. PER FEMA PANEL 1811F, THE PROJECT IS IN A 500 YEAR FLOOD AREA AND NOT A SPECIAL FLOOD HAZARD AREA. THEREFORE THE PROJECT IS NOT SUBJECT TO FEMA REGULATIONS. THE PROPOSED CARRIER IN THE EQUIPMENT CONCRETE PAD IS WITHIN A SPAN THEREFORE WILL BE SUBJECT TO THE FEDERAL INSURANCE ADMINISTRATION'S TECHNICAL BULLETIN 3-83 REGARDING THE STRUCTURES BEING FLOOD PROTECTED.
 9. THE PROJECT PROPOSES TO CONSTRUCT NONRESIDENTIAL STRUCTURES WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) FOR THE SAN DIEGO RIVER AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL DEDICATED 1, AND WORK IS ALLOWED WITHIN THE REGULATORY FLOODWAY. ALL STRUCTURES MUST WITHIN THE SFHA MUST BE CONSTRUCTED WITH THE LOWEST FLOOR FINISH AT A MINIMUM OF TWO FEET ABOVE THE BASE FLOOD ELEVATION (BFE) AT THAT LOCATION. OTHERWISE, THE STRUCTURES MUST BE FLOODPROOFED TO A MINIMUM OF TWO FEET ABOVE THE BFE.
 10. PRIOR TO THE RESUMANCE OF A CONSTRUCTION PERMIT, ANY STRUCTURES THAT WILL BE FLOODPROOFED, THEY MUST BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FEDERAL INSURANCE ADMINISTRATION'S TECHNICAL BULLETIN 3-83. ADDITIONALLY, A REGISTERED CIVIL ENGINEER OR ARCHITECT MUST CERTIFY PRIOR TO OCCUPANCY THAT THESE REQUIREMENTS HAVE BEEN MET.
 11. PRIOR TO THE RESUMANCE OF A CONSTRUCTION PERMIT, THE PERMITTEE SHALL OBTAIN ON THE PERMITMENT PLANS, SUBJECT TO REVISION, ALL AREAS LOWER THAN THE BASE FLOOD ELEVATION PLUS 3 FEET.



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

EXHIBIT "A"

Project Number: 430516

Approval Date: July 21, 2016

Signed (1st Sheet): [Signature]

**NOTE:
SUBJECT TO INUNDATION**

SITE PLAN

SCALE 1" = 100'

DATA TABLE:

PERCENTAGE OF SITE PREVIOUSLY GRADDED 0.00

CUBIC YARDS OF CUT 0.00 CUBIC YARDS OF FILL 0.00

VOLUME OF FILL TO BE IMPORTED 0.00 CUBIC YARDS EXPORTED 0.00

AREA TO BE GRADED 0.00 % OF SITE 0.00

PROPOSED CUT SLOPE RATIO: 0.00 FILL SLOPE RATIO: 0.00

MAXIMUM HEIGHT OF CUT SLOPE 0.00 FEET FILL SLOPE 0.00 FEET

GRADING QUANTITIES:

PAVE LOCALITY/US FOOTING:	14.84 CU YDS ± 30"-0" (1 B.R.)
CABLE TRENCH:	4.17 CU YDS 30" DEPTH
TOTAL GRADING:	18.71 CU YDS

Booth & Suarez
ARCHITECTURE II INCORPORATED
194 CLEVELAND AVENUE SUITE 200
CARLSBAD, CA 92008 (760) 431-1272

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 885-8830

APPROVALS

ABC	DATE
NE	DATE
RF	DATE
INT	DATE
EC/N	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

04/17/16	00% TO 10%
05/12/16	10% TO 20%
05/22/16	20% TO 30% (1st)
06/29/16	30% TO 40% (2nd)
10/22/16	40% TO 50% (3rd)
02/28/16	50% TO 60% (4th)
04/19/16	60% TO 70% (5th)

SHEET TITLE

SITE PLAN

PROJECT NUMBER 15038

A-0

Storm Water Requirements SD 549
Application Checklist

1. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

2. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

3. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

4. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

5. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

6. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

7. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

8. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

9. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

10. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

Storm Water Pollution Prevention Plan (SWPPP)

1. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

2. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

3. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

4. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

5. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

6. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

7. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

8. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

9. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

10. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

Storm Water Pollution Prevention Plan (SWPPP)

1. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

2. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

3. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

4. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

5. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

6. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

7. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

8. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

9. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

10. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

Storm Water Pollution Prevention Plan (SWPPP)

1. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

2. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

3. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

4. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

5. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

6. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

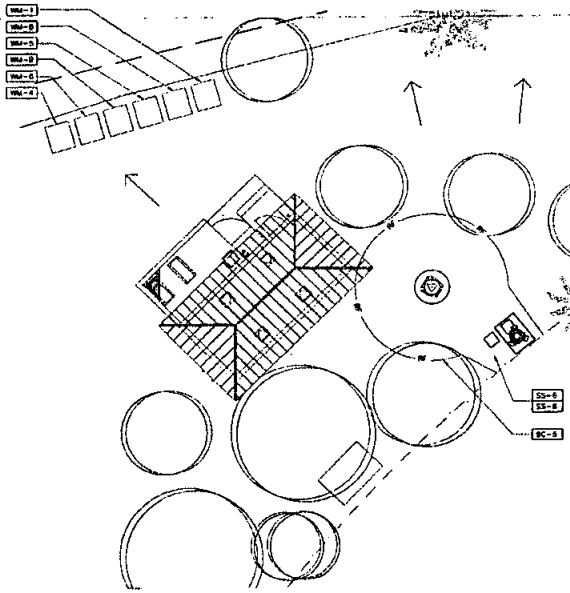
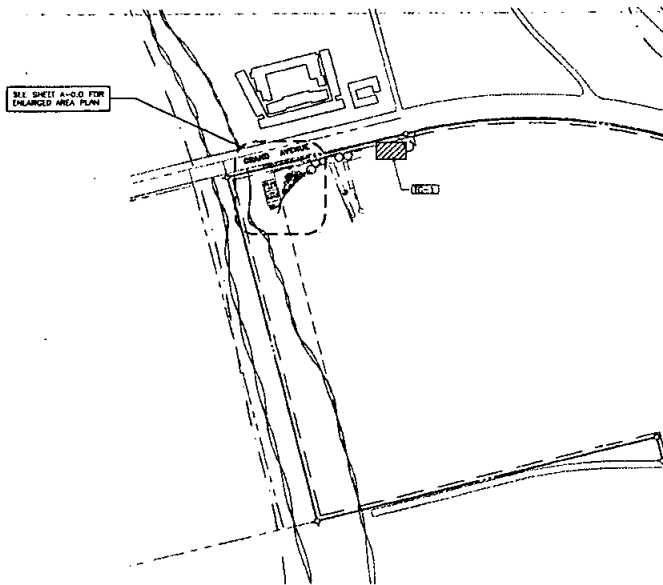
7. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

8. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

9. Storm Water Management Plan (SWMP) submitted and approved by the City of San Diego.

10. Storm Water Pollution Prevention Plan (SWPPP) submitted and approved by the City of San Diego.

Item	Description	Quantity	Unit	Notes
1	Storm Water Management Plan (SWMP)	1	Set	Submitted and approved by the City of San Diego.
2	Storm Water Pollution Prevention Plan (SWPPP)	1	Set	Submitted and approved by the City of San Diego.
3	Storm Water Management Plan (SWMP)	1	Set	Submitted and approved by the City of San Diego.
4	Storm Water Pollution Prevention Plan (SWPPP)	1	Set	Submitted and approved by the City of San Diego.
5	Storm Water Management Plan (SWMP)	1	Set	Submitted and approved by the City of San Diego.
6	Storm Water Pollution Prevention Plan (SWPPP)	1	Set	Submitted and approved by the City of San Diego.
7	Storm Water Management Plan (SWMP)	1	Set	Submitted and approved by the City of San Diego.
8	Storm Water Pollution Prevention Plan (SWPPP)	1	Set	Submitted and approved by the City of San Diego.
9	Storm Water Management Plan (SWMP)	1	Set	Submitted and approved by the City of San Diego.
10	Storm Water Pollution Prevention Plan (SWPPP)	1	Set	Submitted and approved by the City of San Diego.



- CONSTRUCTION STORAGE AREA**
- DIRECTION OF LOT DRAINAGE →
- 1. MULCH, STUMP, WOOD CHIPS, SOIL APPLICATION
 - 2. FIBER ROLLS - FR-100
 - 3. STABILIZED CONSTRUCTION ENTRANCE
 - 4. MATERIAL DELIVERY & STORAGE
 - 5. CONCRETE WASTE MANAGEMENT
 - 6. SOLID WASTE MANAGEMENT
 - 7. SANITARY WASTE MANAGEMENT
 - 8. HAZARDOUS WASTE MANAGEMENT
 - 9. SPILL PREVENTION & CONTROL

WATER POLLUTION CONTROL PLAN

ENLARGED WATER POLLUTION CONTROL PLAN

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

EXHIBIT "A"

WATER POLLUTION CONTROL PLAN

Project Number: 42-0516

Approval Date: 7-21-16

Signed (1st Sheet): [Signature]

A-0.0

Booth Suarez &
ARCHITECTURE INCORPORATED
195 CAMDEN AVENUE SUITE 100
CARLSBAD, CA 92008

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 955-4458

APPROVALS

A/E/C DATE

RE DATE

RF DATE

WT DATE

EE/IN DATE

OPS DATE

CE/OUT DATE

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2837 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

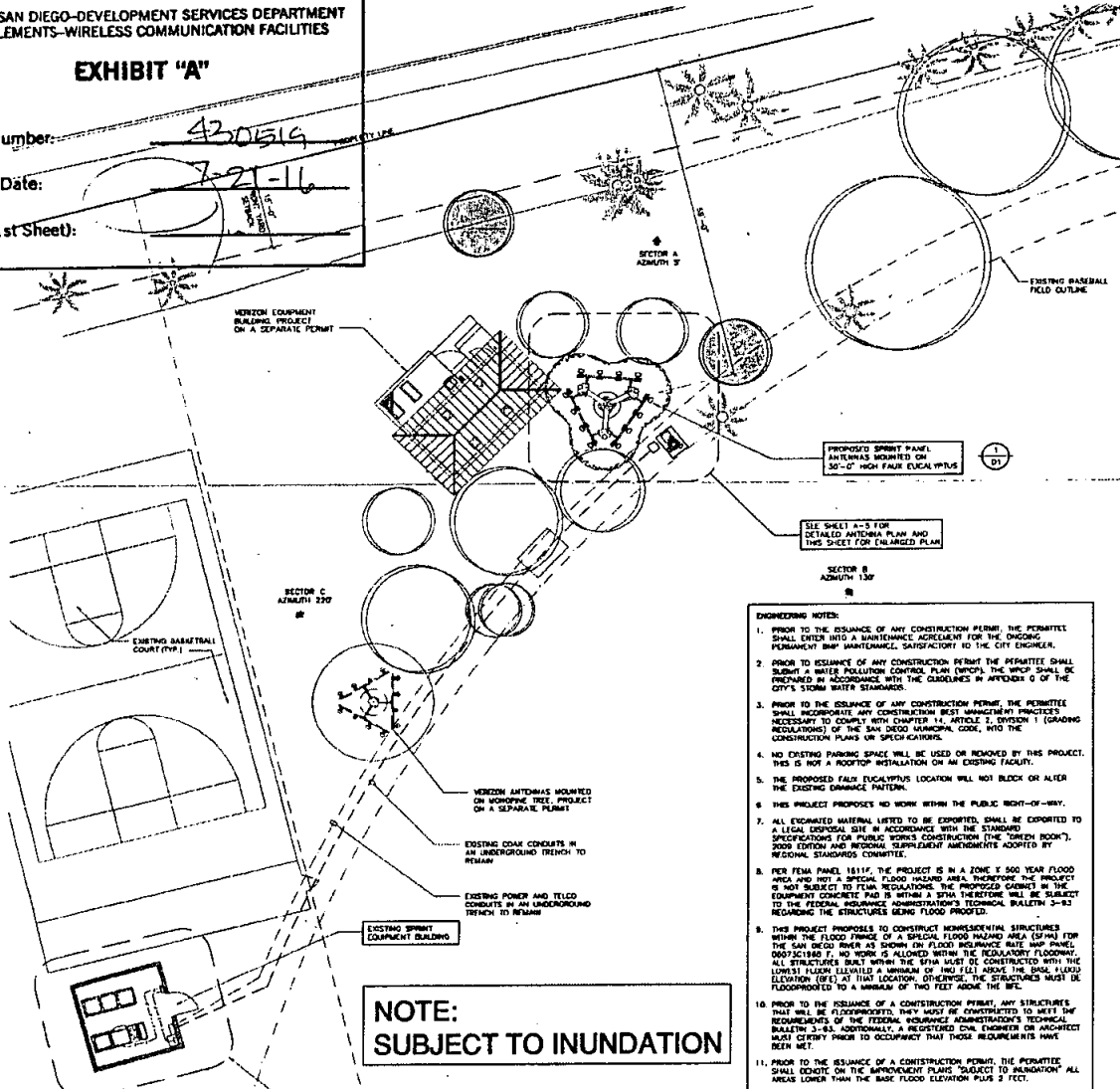
DRAWING DATES

04/17/15	REV 10 (a)
05/12/15	100% 2D (b)
05/22/15	100% 2D REV 1 (a)
06/18/15	100% 2D REV 2 (a)
10/13/15	100% 2D REV 3 (a)
07/26/16	100% 2D REV 4 (a)
04/19/16	100% 2D REV 5 (a)

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

EXHIBIT "A"

Project Number: 420516
Approval Date: 7-21-16
Signed (1st Sheet):



NOTE:
SUBJECT TO INUNDATION

ENLARGED SITE PLAN

SCALE: 1" = 10'

- ENGINEERING NOTES:
- 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 SUBMIT A WATER POLLUTION CONTROL PLAN (WPCP). THE WPCP SHALL BE PREPARED IN ACCORDANCE WITH THE GUIDELINES IN APPENDIX G OF THE CITY'S STORM WATER STANDARDS.
 - PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH CHAPTER 14, ARTICLE 3, DIVISION 1 (EROSION REGULATIONS) OF THE SAN DIEGO MUNICIPAL CODE, INTO THE CONSTRUCTION PLANS OR SPECIFICATIONS.
 - NO EXISTING PARKING SPACE WILL BE USED OR REMOVED BY THIS PROJECT. THIS IS NOT A ROOFTOP INSTALLATION ON AN EXISTING FACILITY.
 - THE PROPOSED FAUX EUCALYPTUS LOCATION WILL NOT BLOCK OR ALTER THE EXISTING DAMAGE PATCH.
 - THIS PROJECT PROPOSES NO WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
 - ALL EXCAVATED MATERIAL, LISTED TO BE EXPORTED, SHALL BE EXPORTED TO A LOCAL DISPOSAL SITE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "STANDARD SPEC"), 2000 EDITION AND REGIONAL SUPPLEMENTARY AGREEMENTS ADOPTED BY REGIONAL STANDARDS COMMITTEE.
 - PER FEMA PANEL 1811F, THE PROJECT IS IN A ZONE Y 500 YEAR FLOOD AREA AND NOT A SPECIAL FLOOD HAZARD AREA. THEREFORE THE PROJECT IS NOT SUBJECT TO FEMA REGULATIONS. THE PROPOSED CABINET IN THE EQUIPMENT CONCRETE PAD IS WITHIN A SPAN THEREFORE WILL BE SUBJECT TO THE FEDERAL RESERVE ADMINISTRATION'S TECHNICAL BULLETIN 3-83 REGARDING THE STRUCTURES BEING FLOOD PROOFED.
 - THIS PROJECT PROPOSES TO CONSTRUCT MONUMENTAL STRUCTURES WITHIN THE FLOOD FRINGE OF A SPECIAL FLOOD HAZARD AREA (SFHZA) FOR THE SAN DIEGO AREA AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL 06073C1840 F. NO WORK IS ALLOWED WITHIN THE REGULATORY FLOODPLAIN. ALL STRUCTURES BUILT WITHIN THE SFHZA MUST BE CONSTRUCTED WITH THE LOWEST FLOOR ELEVATED A MINIMUM OF TWO FEET ABOVE THE BASE FLOOD ELEVATION (BFE) AT THAT LOCATION. OTHERWISE, THE STRUCTURES MUST BE FLOODPROOFED TO A MINIMUM OF TWO FEET ABOVE THE BFE.
 - PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT, ANY STRUCTURES THAT WILL BE FLOODPROOFED, THEY MUST BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FEDERAL RESERVE ADMINISTRATION'S TECHNICAL BULLETIN 3-83. ADDITIONALLY, A REGISTERED CIVIL ENGINEER OR ARCHITECT MUST CERTIFY PRIOR TO OCCUPANCY THAT THESE REQUIREMENTS HAVE BEEN MET.
 - PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT, THE PERMITTEE SHALL LOCATE ON THE IMPROVEMENT PLANS "SUBJECT TO INUNDATION" ALL AREAS LOWER THAN THE BASE FLOOD ELEVATION PLUS 2 FEET.

ENLARGED PLAN

SCALE: 1" = 10'

DISCLAIMER
THESE DRAWINGS WERE PREPARED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, AND UTILITIES SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. SPRINT AND SPRINT DO NOT GUARANTEE THE ACCURACY OF ANY PROPERTY LINES, EASEMENTS AND UTILITIES.

I, the undersigned, as Lessee(s) of the property described in: 2637 Grand Ave San Diego, CA 92108 (Address or legal description)

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

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

Business
Residential
Trials & Sales
On-site Commercial Services
City & County
Business & Various
Residential

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

- Minimize pre-development runoff characteristics
- Maximize impervious loss prior to constructing walkways, patios and driveways with permeable surfaces
- Conserve natural areas
- The natural drainage system as required in hard vacuums or underground drainage systems
- Drain roof tops, walkways, patios and driveways into adjacent landscaping or in discharging to the public drainage system
- Permeable retaining walls and slopes
- Protect all slopes from erosion

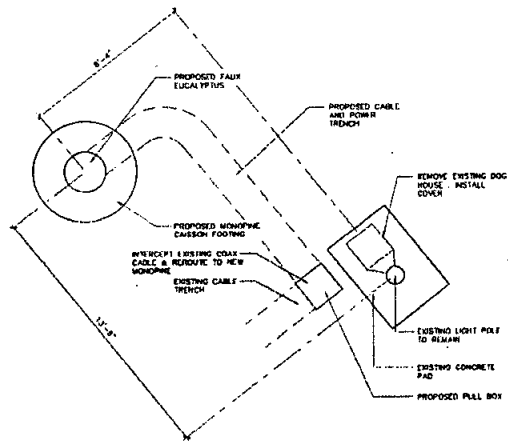
Additionally I/we will:

- Minimize the use of pesticides
- Use efficient irrigation systems and landscape design - incorporating rain shield devices and flow restrictors

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

Lessee: SPRINT, INC. Company Name: SPRINT

Owner: Booth Suarez & Associates Date: 7/14/16



Booth & Suarez
ARCHITECTURE INCORPORATED
THE CHILDREN'S HOSPITAL BUILDING, SUITE 100
SAN DIEGO, CA 92161 (760) 441-1414

PREPARED FOR

Sprint
9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-6630

APPROVALS

A/C	DATE
RE	DATE
BY	DATE
INT	DATE
EE/IN	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER

SD35XC250

PROJECT NAME

ROSE CREEK TRAIL

2637 GRAND AVENUE

SAN DIEGO, CA 92109

SAN DIEGO COUNTY

DRAWING DATES

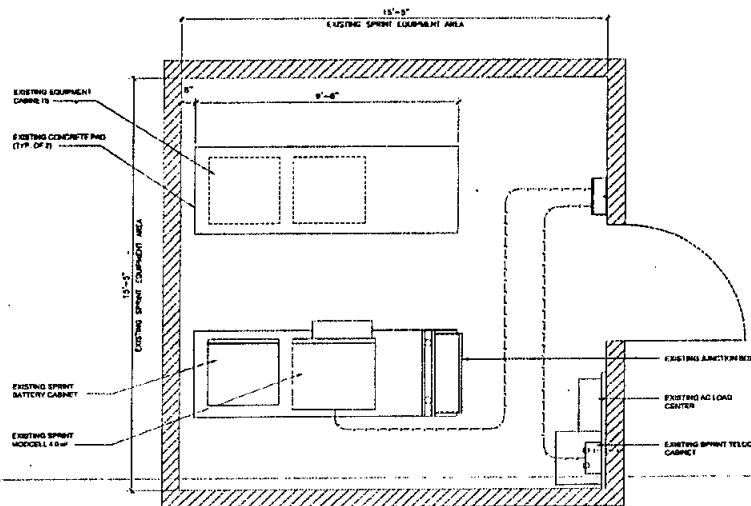
04/17/15	REV 25 (P)
04/17/15	100% TO (M)
05/22/15	100% TO REV 3 (M)
06/26/15	100% TO REV 3 (M)
10/27/15	100% TO REV 3 (M)
02/26/16	100% TO REV 4 (M)
04/14/16	100% TO REV 4 (M)

SHEET TITLE

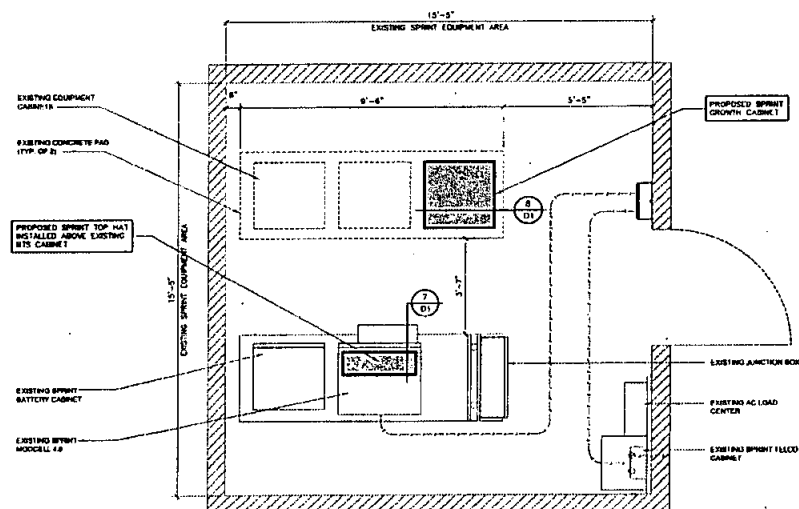
ENLARGED SITE PLAN

PROJECT/Sprint/15058

A-1



EXISTING EQUIPMENT ROOM FLOOR PLAN



PROPOSED EQUIPMENT ROOM FLOOR PLAN



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

EXHIBIT "A"

Project Number:

430519

Approval Date:

7-21-16

Signed (1st Sheet):

[Signature]

BOOTH & SUAREZ
ARCHITECTURE INCORPORATED
385 CALLEJON VILLAGE DRIVE, SUITE 80
CARLSBAD, CA 92008 (760) 434-8474

PREPARED FOR
Sprint

9181 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-8838

APPROVALS

AAC	DATE
RE	DATE
PF	DATE
INT	DATE
EE/ME	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER
SD35XC250
PROJECT NAME
ROSE CREEK TRAIL
2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

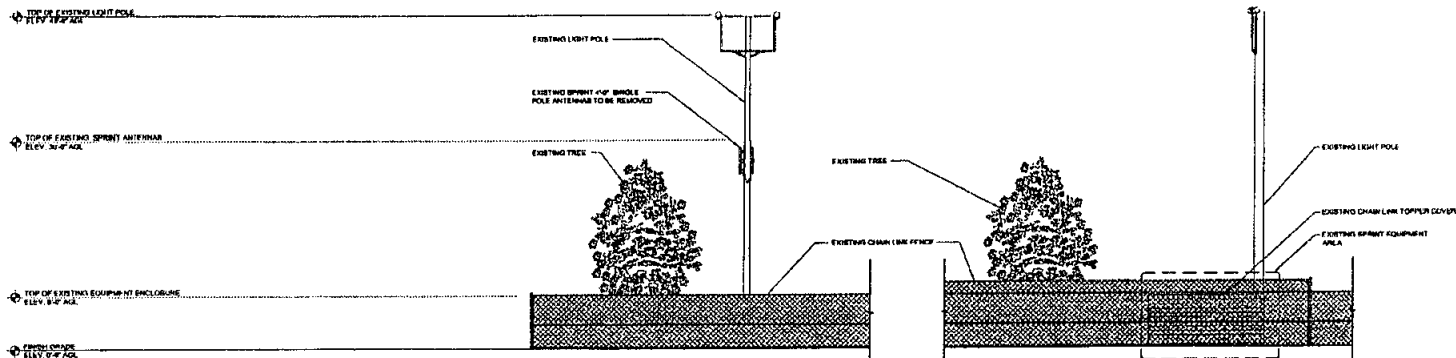
04/17/15	80% CD (p)
05/17/15	100% TD (p)
05/22/15	100% 2D REV 1 (p)
05/28/15	100% 2D REV 2 (p)
06/22/15	100% 2D REV 3 (p)
07/16/16	100% 2D REV 4 (p)
04/19/16	100% 2D REV 5 (p)

SHEET TITLE

**EXISTING & PROPOSED
EQUIPMENT PLAN**

PROJECT/Sprint/15038

A-2



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

EXHIBIT "A"

Project Number:

430516

Approval Date:

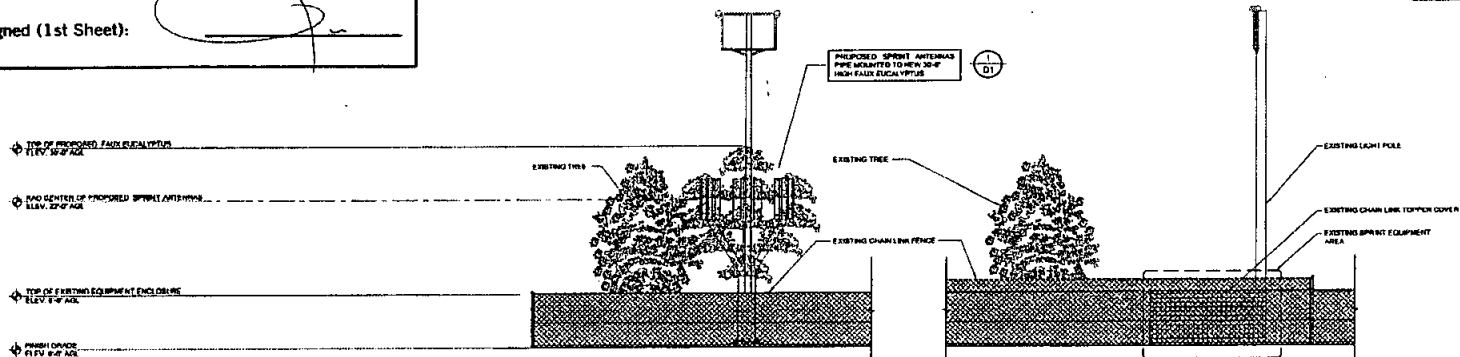
JULY 21, 2016

Signed (1st Sheet):

EXISTING NORTH ELEVATION

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

NOTES
1. RETAILERS TO VERIFY LATEST
RF DATA SHEET & PLUMBING / WIRING
CIRCULARS PRIOR TO INSTALLATION
2. THERE WILL BE NO EXCAVATION
ASSOCIATED WITH THIS PROJECT.



PROPOSED NORTH ELEVATION

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

NOTE:
SUBJECT TO INUNDATION

Booth & Suarez
ARCHITECTURE & INTERIORS
155 CALLEJA DEL ARTE, SUITE 80
CARLSBAD, CA 92008 (760) 434-0474

PREPARED FOR
Sprint
6101 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 885-8838

APPROVALS
AAC _____ DATE _____
AC _____ DATE _____
NF _____ DATE _____
WT _____ DATE _____
EE/IN _____ DATE _____
OPS _____ DATE _____
EE/SVT _____ DATE _____

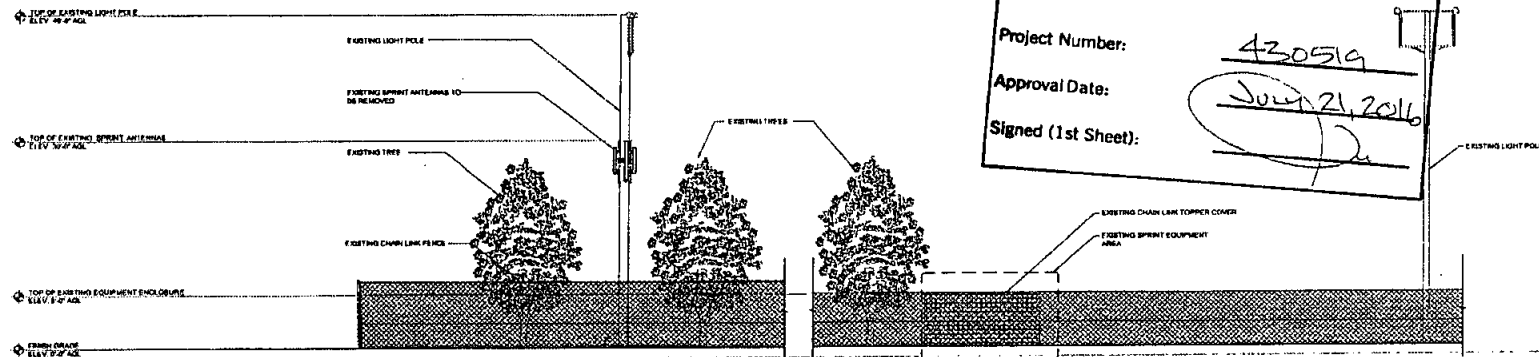
PROJECT NUMBER
SD35XC250
PROJECT NAME
ROSE CREEK TRAIL
2837 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES
04/17/15 ROK 2D (sp)
05/12/15 100% 2D (sp)
05/12/15 100% 2D REV 1 (sp)
06/28/15 100% 2D REV 2 (sp)
10/27/15 100% 2D REV 3 (mm)
02/27/16 100% 2D REV 4 (sp)
04/19/16 100% 2D REV 5 (sp)

SHEET TITLE
EXISTING & PROPOSED NORTH ELEVATION

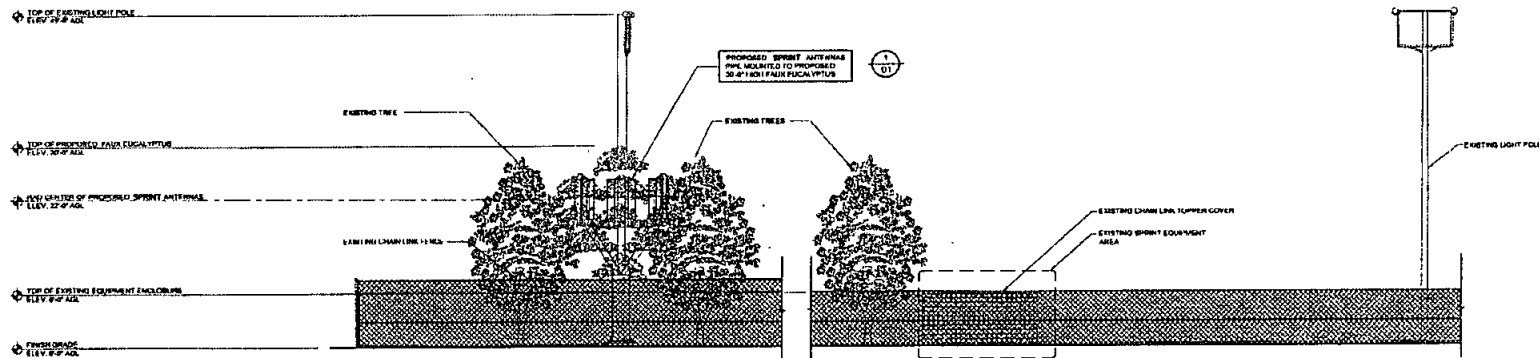
PROJECTS: Sp/wh, 110038

A-3



EXISTING WEST ELEVATION

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



PROPOSED WEST ELEVATION

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

**NOTE:
SUBJECT TO INUNDATION**



PREPARED FOR



9181 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-6638

APPROVALS

ARC	DATE
RE	DATE
MF	DATE
INT	DATE
EC/W	DATE
OPS	DATE
EC/OUT	DATE

PROJECT NUMBER

SD35XC250

PROJECT NAME

ROSE CREEK TRAIL

2437 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

DRAWING DATES

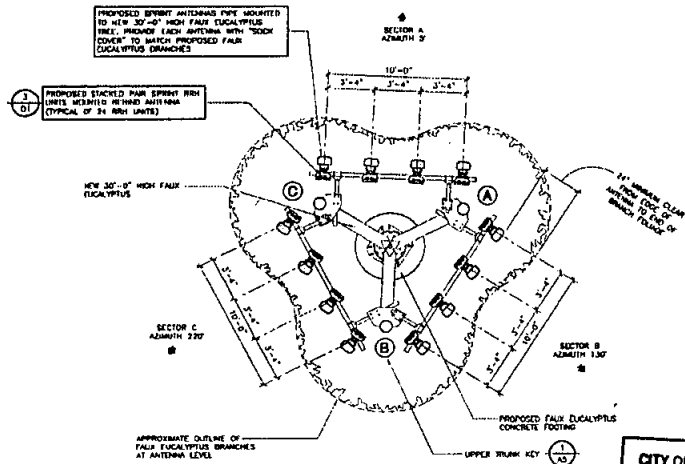
04/17/18	REV 20 (w)
02/17/15	100% 20 (w)
02/22/15	100% 20 REV 1 (w)
08/28/15	100% 20 REV 2 (w)
10/23/15	100% 20 REV 3 (w)
02/28/16	100% 20 REV 4 (w)
04/16/16	100% 20 REV 5 (w)

SHEET TITLE

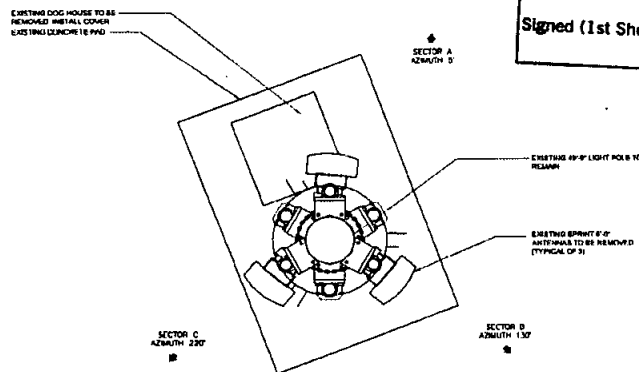
**EXISTING &
PROPOSED WEST
ELEVATION**

PROJECT/Sprint/15038

A-4



ANTENNA PLAN
SCALE: 1/4" = 1'-0"



EXISTING ANTENNA PLAN
SCALE: 1/4" = 1'-0"

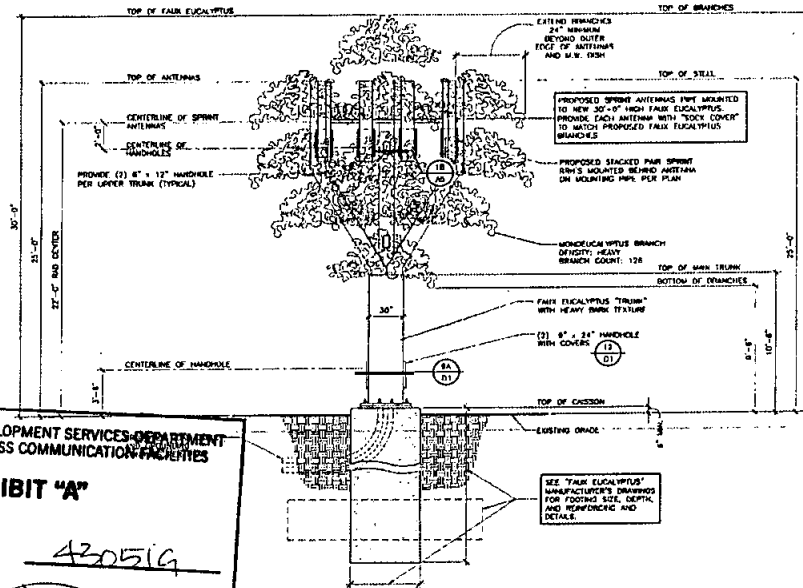
CITY OF SAN DIEGO-DEVELOPMENT SERVICES-DEPARTMENT ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 430516

Approval Date: JULY 21, 2016

Signed (1st Sheet): [Signature]



FAUX EUCALYPTUS ELEVATION
SCALE: 1/4" = 1'-0"

NOTE: NO EXPOSED PIPES ARE SHOWN. ANTENNAS SHALL BE INSTALLED AT ANY TIME.

ANTENNA AND COAXIAL CABLE SCHEDULE									
SECTION	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	FOUNT	BACK ANGLE	FEEDER SIZE	NUMBER OF CABLES PER SECTION	COAX. CABLE LENGTH (ft. / - 32)	CON. SIZE
A1	NORTH	0	CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B	10	100'-0"	7/8"
A2			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
A3			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
A4			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
B1	SOUTHEAST	135	CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B	10	100'-0"	7/8"
B2			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
B3			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
B4			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
C1	SOUTHWEST	225	CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B	10	100'-0"	7/8"
C2			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
C3			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			
C4			CONAXIOPIC, SPRINT-300	0	N/A	1/2" x 1/2" x 1/2" B			

BOOTH & SUAREZ
ARCHITECTURE INC. INCORPORATED
210 CALIFORNIA AVENUE, SUITE 100
CARLSBAD, CA 92008
TEL: 760-434-0474
FAX: 760-434-0474

PREPARED FOR
Sprint
9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 955-8638

APPROVALS

AAC	DATE
MC	DATE
RF	DATE
TH	DATE
CC/WH	DATE
OFB	DATE
CC/OUT	DATE

PROJECT NUMBER
SD35XC250
PROJECT NAME
ROSE CREEK TRAIL
2637 GRAND AVENUE
SAN DIEGO, CA 92109
SAN DIEGO COUNTY

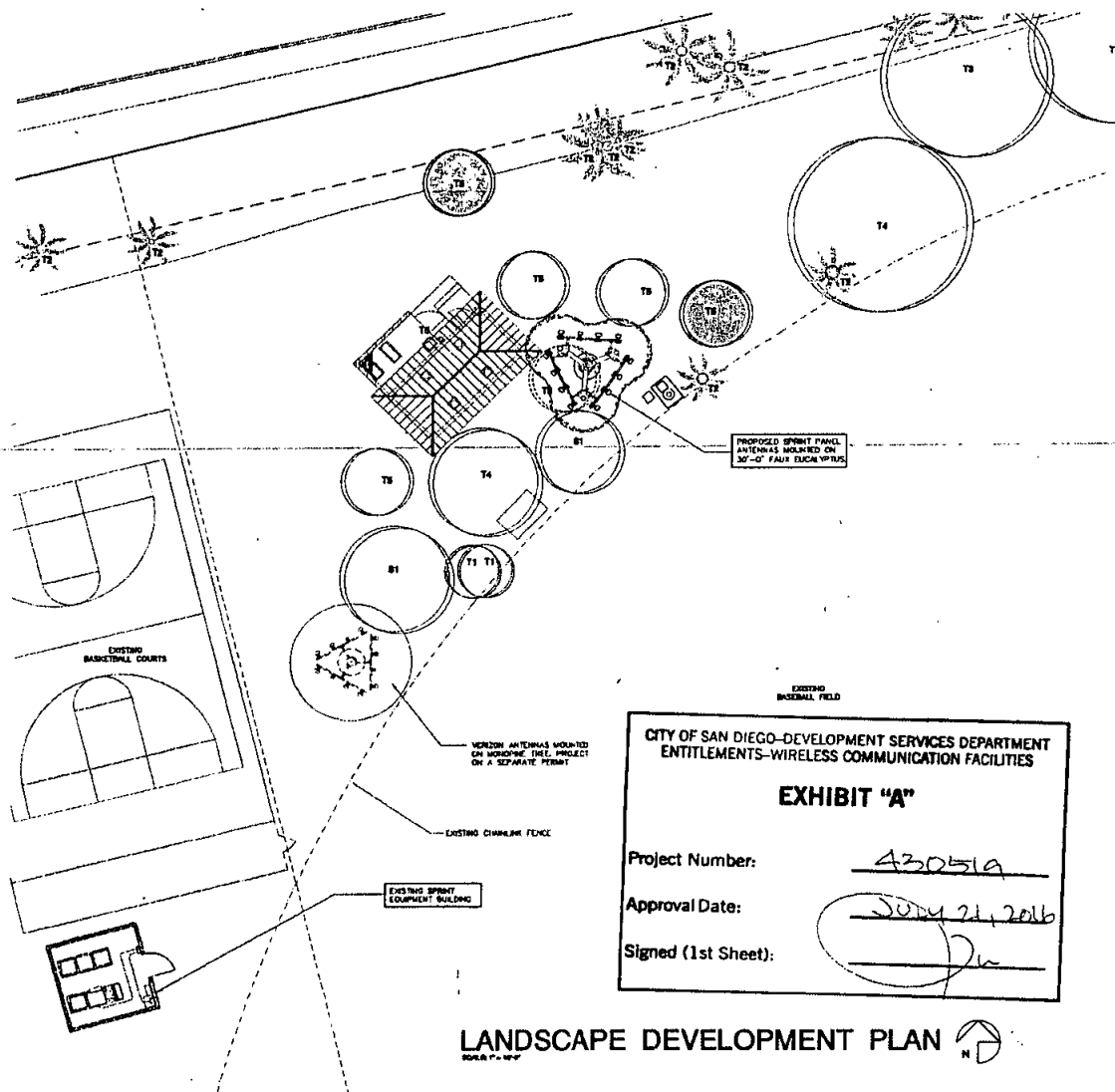
DRAWING DATES

04/17/15	90% TD (sp)
05/15/15	100% TD (sp)
05/22/15	100% TD REV 1 (sp)
06/23/15	100% TD REV 2 (sp)
10/23/15	100% TD REV 3 (mm)
02/24/16	100% TD REV 4 (sp)
04/15/16	100% TD REV 5 (sp)

SHEET TITLE
FAUX EUCALYPTUS ELEVATION, ANTENNA PLAN & DETAILS

PROJECT: SD35XC250

A-5



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

EXHIBIT "A"

Project Number: 430519
 Approval Date: July 21, 2016
 Signed (1st Sheet): [Signature]

LANDSCAPE DEVELOPMENT PLAN

PLANTING NOTES

1. DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE INITIATION OF ANY WORK. ALL WORK SHALL BE PERFORMED IN AN MANNER WHICH WILL AVOID POSSIBLE DAMAGE TO UTILITIES. HAND EXCAVATE AS REQUIRED.
2. TREES SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY DRAINAGE FLOW LINE, SEWER LINE, WATER LINE, GAS LINE, OR ELECTRICAL CONDUIT.
3. ROOT BARRIERS SHALL BE INSTALLED ADJACENT TO ALL PAVING SURFACES, WHERE A PAVING SURFACE IS LOCATED WITHIN 5' OF A TREE TRUNK. ROOT BARRIERS SHALL EXTEND FOUR FEET IN EACH DIRECTION FROM THE CENTER LINE OF THE TRUNK, FOR A TOTAL DISTANCE OF 8 FEET. INSTALLING ROOT BARRIERS AROUND THE ROOT BALL IS UNACCEPTABLE.
4. TREES WILL BE LOCATED A MINIMUM DISTANCE OF 3 FEET FROM ANY PAVING SURFACE, CURB, WALL, OR CONCRETE SIDE WALK.
5. ALL PLANTING AREAS SHALL RECEIVE A 5" LAYER OF MULCH.
6. PLANTING INSTALLATION CRITERIA:
ALL PREVIOUSLY APPROVED TREES SHALL BE SELF-SUPPORTING, WOODY PLANTS WITH AT LEAST ONE WELL-DEFINED TRUNK AND SHALL NORMALLY ATTAIN A MATURE HEIGHT AND SPREAD OF AT LEAST 15 FEET.
7. PLANTING MAINTENANCE CRITERIA:
ALL LANDSCAPE INSTALLATION SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF SAN DIEGO LANDSCAPE STANDARDS.
8. MINIMUM TREE SEPARATION DISTANCE:
IMPROVEMENT/ADJACENT DISTANCE TO STREET TREES:
TRAFFIC SIGNALS (STOP SIGN) - 30 FEET
UNDERGROUND UTILITY LINES - 5 FEET
INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS) - 15 FEET
ADJACENT UTILITY STRUCTURES - 10 FEET
DRIVEWAY (ENTRIES) - 10 FEET
9. IRRIGATION AND IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED FOR PROPER VEGETATION, DEVELOPMENT AND MAINTENANCE OF THE VEGETATION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED.
10. OWNER IS RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE PROJECT AREA.
11. MAINTENANCE: ALL INSTALLED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED IN A TREE OF DENSITY AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. OVERLAP ON DEAD PLANT MATERIAL SHALL BE SATISFACTORY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
12. IF ANY REQUIRED LANDSCAPE (INCLUDING NEW OR EXISTING PLANTINGS, HARDSCAPE, LANDSCAPE FEATURES, ETC.) INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED DURING DEVELOPMENT OR CONSTRUCTION, IT SHALL BE REPLACED AND/OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROPRIATE DOCUMENTS TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT WITHIN 30 DAYS OF DAMAGE OR A FINAL LANDSCAPE INSPECTION.
13. IF TREES WITH A TRUNK WIDTH OF 4 INCHES OR MORE (MEASURED BY CALIPER, 4 FEET ABOVE GROUND) ARE REMOVED OR SIGNIFICANTLY TRIMMED FOR THE INSTALLATION OR LIMITATION OF THE NOISELESS COMMUNICATION FACILITY, THEN REPLACEMENT TREES OF SIMILAR SIZE SHALL BE PLANTED TO THE SATISFACTION OF THE CITY MANAGER.

WATER CONSERVATION NOTES

1. ALL LANDSCAPE AND IRRIGATION DESIGN, INSTALLATION AND MAINTENANCE SHALL CONFORM TO CITY OF SAN DIEGO LANDSCAPE REGULATIONS AND STANDARDS AND ALL OTHER APPLICABLE REGIONAL STANDARDS FOR LANDSCAPE INSTALLATION AND MAINTENANCE.
2. PLANT MATERIAL SELECTED FOR THIS PROJECT WILL BE OF A TYPE KNOWN TO BE SUCCESSFUL IN THE AREA OR IN SIMILAR CLIMATE AND SOIL CONDITIONS.
3. LANDSCAPE DESIGN OBJECTIVES WILL INCLUDE POSITIVE SURFACE DRAINAGE OF PLANTED AREAS THROUGHOUT THE PROJECT AREA.
4. ALL PERMANENTLY LANDSCAPED AREAS WILL BE SERVED BY PERMANENT, AUTOMATIC, UNDERGROUND, IRRIGATION SYSTEMS USING LOW PRECIPITATION PIPES AND POP-UP SPRINKLER HEADS.
5. ALL SOILS WILL BE FERTILIZED, AMENDED, AND TILLED TO CONFORM TO RECOMMENDATIONS MADE BY A SOIL TESTING LABORATORY AND/OR LANDSCAPE ARCHITECT IN ORDER TO PROMOTE HEALTHY AND MODERATE PLANT GROWTH.
6. ALL PLANTING AREAS WILL BE MAINTAINED IN A WEED AND DISEASE FREE CONDITION.
7. ALL ON-SITE IRRIGATION IMPROVEMENTS SHALL BE PART OF THE EXISTING POTABLE WATER DISTRIBUTION SYSTEM FOR THE EXISTING SITE.
8. SPRINKLER HEADS SHALL BE ADJUSTED FOR OPTIMUM PERFORMANCE. THIS SHALL INCLUDE FLOWING THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM. CONDITIONS THAT CAUSE OVER-SPRAY, FLOWING, OR RUNAWAY SHALL BE ELIMINATED. ADJUST SYSTEM TO AVOID THESE CONDITIONS.
9. BEST IRRIGATION MANAGEMENT PRACTICES SHALL BE USED TO ELIMINATE OR CONTROL TO THE BEST EXTENT POSSIBLE FLOWING, RUN-OFF, OVER-SPRAY AND WASTING.
10. IRRIGATION HEADS SHALL BE LOCATED OR ADJUSTED TO IRRIGATE OR ELIMINATE OVER-SPRINKING OR SODDING, STREETS AND NON-DESIGNATED USE AREAS.
11. NEW IRRIGATION SYSTEM TO BE CONNECTED TO THE CLOSEST EXISTING IRRIGATION VALVE BOX.
12. AUTOMATIC IRRIGATION SYSTEM SHALL HAVE A RAIN SENSOR.

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	QUANTITY	MATURE HEIGHT & SPREAD
T1	EUCALYPTUS POLYTHAMNUS	SILVER DOLLAR EUCALYPTUS	EXISTING	-	75' HEIGHT 40' SPREAD
	WASHINGTONIA ROBINIA	MEXICAN FAN PALM	EXISTING	-	75' HEIGHT 12' SPREAD
T2	EUCALYPTUS GYMNODORA	SLIM SCOTCH EUCALYPTUS	EXISTING	-	80' HEIGHT 40' SPREAD
T4	EUCALYPTUS MICROCARPA	BLUE COOLOHLY	EXISTING	-	25' HEIGHT 35' SPREAD
T3	PHAEA CANARIENSIS	CANARY ISLAND PINE	EXISTING	4	80' HEIGHT 30' SPREAD
T5	PHAEA CANARIENSIS	CANARY ISLAND PINE	TO BE REMOVED	1	80' HEIGHT 30' SPREAD
T6	PHAEA CANARIENSIS	CANARY ISLAND PINE	24" BOX	2	80' HEIGHT 30' SPREAD
B1	HELALUCA MELALEUCA	PINE MELALEUCA	EXISTING	-	20' HEIGHT 20' SPREAD

ARCHITECTURE INCORPORATED
 155 CAMPBELL AVENUE, SUITE 200
 CARLSBAD, CA 92008 (760) 431-4474

PREPARED FOR

Sprint

8191 TOWN CENTER DRIVE, SUITE 150
 SAN DIEGO, CA 92122
 (619) 985-6538

APPROVALS

ARC	DATE
RE	DATE
BY	DATE
INT	DATE
EE/PA	DATE
OPS	DATE
ET/OUT	DATE

PROJECT NUMBER
SD35XC250

PROJECT NAME
ROSE CREEK TRAIL

2637 GRAND AVENUE
 SAN DIEGO, CA 92108
 SAN DIEGO COUNTY

DRAWING DATES

04/17/13	90% ID (p)
05/12/13	100% ID (c)
05/27/13	100% ID REV 1 (a)
09/26/13	100% ID REV 2 (a)
10/22/13	100% ID REV 3 (a)
02/26/14	100% ID REV 4 (a)
04/16/14	100% ID REV 5 (a)

SHEET TITLE

LANDSCAPE DEVELOPMENT PLAN

PROJECTS/BOOKS/1/0038

L-1

Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:
McGuire Woods, L.L.P
1800 Century Park East, 8th Floor
Attention: Reena Yuba

APN#
Site #

MEMORANDUM OF LEASE

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

1. THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and SPRINT PCS ASSETS LLC a Delaware limited liability company doing business as _____ (“LESSEE”), with an office at _____, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 20__, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease.
2. The term of the Lease is Ten (10) years and commenced on _____, 20__.
3. The land which is the subject of the Lease is described in attached Exhibit “A.” The portion of the land being leased to LESSEE is set forth in the Lease.

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

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

a Delaware limited liability company
dba _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

By: _____

Name: _____

Title: _____

Exhibit D

Interference Protection Requirements

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

Pre-installation or pre-use Testing

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

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

c. On-The-Air Tests - Technical Details

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

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

d. Radio Frequency Interference to City Radio Equipment

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

- (1) Detectable or measurable received intermodulation;

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

e. Modifications to Equipment

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

f. Resulting Interference

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

TECHNICAL DATA SUMMARY

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

DATE _____

LOCATION _____

APPLICANT _____

CALL SIGN _____ CONTACT NAME _____

PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E

Installation Standards

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

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

Exhibit F

Emergency Maintenance Procedures

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

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **LESSEE'S Network Operation Call Center at (800) 400-6040**.

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

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

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

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

Exhibit G
Maintenance Standards – Effective July 1, 2012

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

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

The 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 permittee 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 permittees 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.

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

OFFICE OF PLANNING AND RESEARCH

1400 TENTH STREET, ROOM 121

SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO

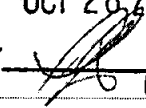
DEVELOPMENT SERVICES DEPARTMENT

1222 FIRST AVENUE, MS 501

SAN DIEGO, CA 92101

FILED

OCT 28 2016

BY  DEPUTY

Project No.: 430519

Project Title: Sprint Rose Creek Trail

PROJECT LOCATION-SPECIFIC: The site is located at 2637 Grand Avenue, San Diego, within Mission Bay Park Community Plan area.

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

Description of nature and Purpose of the Project: PLANNED DEVELOPMENT PERMIT (PDP), NEIGHBORHOOD USE PERMIT (NUP), SITE DEVELOPMENT PERMIT (SDP) and NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) to allow for the modification of an existing Wireless Communication Facility (WCF). The modification would consist of the following construction of (12) new 6 foot tall panel antennas mounted to a new 30 foot high faux eucalyptus tree along with associated equipment to support the WCF. Project implementation would also include a Right-Of-Entry permit. The property is located at 2637 Grand Avenue in the RS-1-7 Zone within the Mission Bay Park Community Plan; Coastal Overlay Zone (DEF-CER); Coastal Height Limitation Overlay Zone; Sensitive Coastal Overlay Zone; Multiple Habitat Planning Area (MHPA); Parking Impact Overlay Zone (Coastal and Beach); and FEMA Floodplains (100-year FP, Zone AE, and the 500-year FP).

The WCF as proposed shall require the processing of the following actions: a NUP since the development appears to be greater than 100 feet from the primary use, a SDP for development on environmentally sensitive lands; a NDP to continue to operate an above ground equipment enclosure within dedicated parkland and a PDP because the existing equipment building will continue to operate within the required setback.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Sprint, Contact: Maegan Murphy 9191 Towne Center Drive San Diego CA, 91112 (619) 985-6638

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)).
- ☒ CATEGORICAL EXEMPTION: 15303 (New Construction)
- ☐ STATUTORY EXEMPTION:

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on OCT 28 2016
Posted OCT 28 2016 Removed
Returned to agency on
Deputy 

REASONS WHY PROJECT IS EXEMPT: The City of San Diego determined that the project would qualify to be categorically exempt from CEQA pursuant to Section 15303 (New Construction) which allows for the construction of limited numbers of new, small facilities and the installation of small new equipment. Since the project would construct new equipment associated with the existing use the exemption is appropriate. Furthermore, since the WCF would occur on a developed site lacking sensitive resources the exceptions listed in CEQA Section 15300.2 would not apply. Additionally, the project site is not located within a Multiple Habitat Planning Area (MHPA); however, the area under the Grand Avenue Bridge and portion of the Rose Creek to the north of the bridge are located within the MHPA. The WCF will be located approximately 140-feet-from the MHPA boundary, but the site is considered adjacent to the MHPA. The permit includes conditions for compliance with the applicable MHPA Land

Use Adjacency Guidelines (Section 1.4.3) of the City's Multiple Species Conservation Program (MSCP) and impacts will not occur.

LEAD AGENCY CONTACT PERSON: JEFFREY SZYMANSKI

TELEPHONE: 619 446-5324

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

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

Jeffrey Szymanski / SENIOR PLANNER
SIGNATURE/TITLE

6/3/2016

DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County Clerk
Postage
Returned to sender
Debby



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 #: 373106720161028
Deputy: SORTEGA
Location: COUNTY ADMINISTRATION BUILDING
28-Oct-2016 13:36

FEES:

50.00 Qty of 1 Fee Notice of Exemption for Ref# SD2016 1090

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.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



State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT#

SD2016 1090

STATE CLEARING HOUSE # (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY

CITY OF SAN DIEGO

DATE

10/28/2016

COUNTY/STATE AGENCY OF FILING

San Diego

DOCUMENT NUMBER

20161090

PROJECT TITLE

SPRINT ROSE CREEK TRAIL

PROJECT APPLICANT NAME

MAEGAN MURPHY

PHONE NUMBER

619-985-6638

PROJECT APPLICANT ADDRESS

9191 TOWNE CENTER DRIVE

CITY

SAN DIEGO

STATE

CA

ZIP CODE

91112

PROJECT APPLICANT (Check appropriate box):

☐ Local Public Agency

☐ School District

☐ Other Special District

☐ State Agency

☒ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)

\$3,070.00

\$

☐ Mitigated/Negative Declaration (MND)(ND)

\$2,210.25

\$

☐ Application Fee Water Diversion (State Water Resources Control Board only)

\$850.00

\$

☐ Projects Subject to Certified Regulatory Programs (CRP)

\$1,043.75

\$

☒ County Administrative Fee

\$50.00

\$

\$50.00

☐ Project that is exempt from fees

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Other

\$

PAYMENT METHOD:

☐ Cash

☐ Credit

☒ Check

☐ Other

13650129

TOTAL RECEIVED

\$

\$50.00

SIGNATURE

X

PRINTED NAME AND TITLE

SILVIA ORTEGA

Deputy





Sep 30, 2016 12:13 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$90.00

PAGES: 26

26
RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES

WHEN RECORDED MAIL TO

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

INTERNAL ORDER NUMBER: 24005989

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLANNED DEVELOPMENT PERMIT (PDP) NO. 1715729
SITE DEVELOPMENT PERMIT (SDP) NO. 1715730
NEIGHBORHOOD USE PERMIT (NUP) NO. 1715731
NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) NO. 1715732
SPRINT ROSE CREEK TRAIL PROJECT NO. 430519
PLANNING COMMISSION

This PDP No. 1715729, SDP No. 1715730, NUP No. 1715731, and NDP No. 1715732 are granted by the Planning Commission of the City of San Diego to the **City Of San Diego**, Owner, and **Sprint**, Permittee, pursuant to San Diego Municipal Code [SDMC] sections 126.0205, 126.0404, 126.0504, 126.0604, 131.0431, and 141.0420. The 69.16-acre site is located at 2637 Grand Avenue, on the northwestern corner of Mission Bay Park along Grand Avenue, in the RS-1-7 Zone within the Mission Bay Park Master Plan area, Coastal Overlay Zone (DEF-CER), Coastal Height Limitation Overlay Zone, Sensitive Coastal Overlay Zone, Parking Impact Overlay Zone (Coastal and Beach), and FEMA Floodplains (100-year Floodplain (FP), Zone AE, Special Flood Hazard Area, and the 500-year FP). The project site is legally described as: All that certain real property situated in the County of San Diego, State of California, described as follows: Those portions of Mission Bay Park Tract according to Map No. 1120 and Mission Bay Park Tract Resubdivision according to Map No. 1530, and Acre Lot 75 of Pacific Beach according to Map No. 854 and those portions of Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe in 1870, a copy of which said map was filed in the Office of the County Recorder of San Diego County and known as Miscellaneous Map No. 36, together with a portion of Mission Bay which was granted to the City of San Diego by Act of the Legislature of the State of California, approved April 27, 1945 entitled "An Act Granting Certain Lands, Tide Lands, and Submerged Lands of the State of California to the City of San Diego, Upon Certain Trusts and Conditions."

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee for a Wireless Communication Facility (WCF) consisting of a 30-foot-tall faux-eucalyptus tree, described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated July 21, 2016, on file in the Development Services Department.

The project shall include:

- a. WCF consisting of a 30-foot-tall faux-eucalyptus tree supporting 12 panel antennas (72" by 12.5" by 7.1"), 24 remote radio head units, and one existing 238-square-foot equipment building containing five equipment cabinets and associated components;
- b. Removal of three antennas mounted on an existing 49'-9" tall athletic ball field light pole;
- c. Removal of the ground-mounted doghouse at the base of the existing athletic ball field light pole and restoration of all impacted hardscape to the satisfaction of the Development Services Department and the Park & Recreation Department;
- d. Deviation to SDMC Section 131.0431 for the continued operation of the 238-square-foot equipment enclosure within the required side yard setback;
- e. Every aspect of this project is considered an element of concealment, including but not limited to the dimensions, bulk and scale, color, materials and texture. Any future modifications must not defeat concealment;
- f. Installation of two 24-inch box Canary Island Pine trees;
- g. Landscaping (planting, irrigation and landscape related improvements);

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 **August 4, 2019**.
- 2. Prior to issuance of any construction permits, the Permittee shall show evidence of a Coastal Development Permit or exemption issued by the California Coastal Commission.
- 3. This PDP, SDP, NUP, and NDP and corresponding use of this site shall expire on **August 4, 2026**. 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.
- 4. 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.
- 5. Under no circumstances, does approval of this permit authorize the 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.

6. 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 Owner/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.

7. 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.

8. 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.

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

10. 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.).

11. 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.

12. 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.

13. 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.

14. 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 Owner/Permittee.

ENGINEERING REQUIREMENTS:

15. This project proposes to construct nonresidential structures within the flood fringe of a Special Flood Hazard Area (SFHA) for the San Diego River as shown on Flood Insurance Rate Map panel 06073C1968 F. No work is allowed within the regulatory floodway. All structures built within the SFHA must be constructed with the lowest floor elevated a minimum of two feet above the base flood elevation (BFE) at that location. Otherwise, the structures must be flood-proofed to a minimum of two feet above the BFE.

16. Prior to the issuance of a construction permit, any structures that will be flood-proofed, they must be constructed to meet the requirements of the Federal Insurance Administration's Technical Bulletin 3-93. Additionally, a registered civil engineer or architect must certify prior to occupancy that those requirements have been met.

17. Prior to the issuance of a construction permit, the Permittee shall denote on the improvement plans "Subject to Inundation" all areas lower than the base flood elevation plus two feet.

18. The project proposes to export 14 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"), 2009 edition and Regional Supplement Amendments adopted by Regional Standards Committee.

19. 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.

20. 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 G of the City's Storm Water Standards.

21. 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.

22. Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this development permit, may protest the imposition within 90 days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code 66020.

LANDSCAPE REQUIREMENTS:

23. In the event that the Landscape Plan and the Site Plan conflict, the Site Plan shall be revised to be consistent with the Landscape Plan such that landscape areas are consistent with the Exhibit "A" Landscape Development Plan.

24. Prior to the issuance of a construction permit, the Permittee shall submit landscape construction documents in accordance with the Landscape Standards and to the satisfaction of the Development Services Department. All plans shall be in substantial conformance to this Permit and Exhibit "A" on file in the office of Development Services Department.

25. Prior to the activation of WCF, it shall be the responsibility of the Permittee to install all required landscape and obtain all required landscape inspections.

26. All required landscape shall be maintained in a disease, weed and litter free condition at all times. Severe pruning or "topping" of trees is not permitted. The trees shall be maintained in a safe manner to allow each tree to grow to its mature height and spread.

27. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved construction document plans is damaged or removed during demolition or construction, it shall be repaired and/or replaced in kind and equivalent size per the approved documents to the satisfaction of the Development Services Department within 30 days of the activation of WCF.

28. Any required planting that dies within three years of installation shall be replaced within 30 calendar days of plant death with the same size and species of plant material shown on the approved plan to the satisfaction of the Development Services Department.

MULTIPLE SPECIES CONSERVATION PROGRAM:

29. The project site is adjacent to a Multiple Habitat Planning Area (MHP A). Prior to issuance of any construction permit, the Permittee shall accurately represented the project's design in or on the Construction Documents (CD's consist of Construction Plan Sets for Private Projects) in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species

Conservation Program (MSCP) MHPA Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:

- (a) **Lighting** - All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.
- (b) **Invasive Plants** - Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDC142.0400 and per table 142-04F, Revegetation and Irrigation Requirements) and be non invasive. Landscape plans shall include a note that states:
"The ongoing maintenance requirements of the property owner shall prohibit the use of any planting that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA."
- (c) **Drainage / Toxins** - All new and proposed parking lots and developed area in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
- (d) **Staging/storage, equipment maintenance, and trash** - All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities are within the development footprint. Provide a note on the plans that states:
"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA."

PLANNING/DESIGN REQUIREMENTS:

30. In order to comply with the Migratory Bird Treaty Act (MBTA), if construction of the proposed project occurs during the Migratory Bird breeding season, a preconstruction survey is required. The breeding season is defined as January 15-September 15.

Prior to any construction, the Permittee shall conduct the preconstruction survey for active nests within approximately 48 hours prior to the start of construction. The results of the survey should be submitted to the City in the form of a written report and include the following information: 1) the dates of the survey, 2) total field time 3) names of the investigators 4) if any active nests were found. If an active migratory nest were found, then all construction activities undertaken by the project shall comply with regulatory requirements of the federal MBTA and California Fish and Game Code 3503 and 3513.

31. Any future modifications to the antennas must be approved by Development Services. Antennas deviating up to the approved size (length, width, or height), must include screening designed to create the appearance of uniformity among the antennas to the satisfaction of the Development Services Department. 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.
32. All proposed hand-holes shall be covered with bark material to match the faux-eucalyptus trunk to the satisfaction of the Development Services Department.
33. All coaxial conduits shall be routed up through the caisson and into the tree to the satisfaction of the Development Services Department. Cable enclosures (referred to as "doghouses") are not permitted.
34. Branches shall extend a minimum of 24-inches beyond the entire length of the face of each antenna to the satisfaction of the Development Services Department.
35. Starting branch height shall be no lower than ten-feet six-inches, as illustrated on the stamped, approved Exhibit "A," with a total minimum branch count of 126-branches.
36. All exposed cables, brackets and supports shall be painted to match the faux tree foliage to the satisfaction of the Development Services Department.
37. Radio-frequency transparent "socks" fully covering the front and back of the antennas (and any other components) shall be installed by Permittee.
38. No overhead cabling is allowed for this project.
39. Exposed mounting apparatus (mounting arms/pipes) shall be removed by Permittee and shall not remain on the faux-eucalyptus absent antennas.
40. Prior to issuance of construction permits, the Permittee shall obtain approval from Development Services for the Eucalyptus tree vendor. Additionally, the Permittee is required to provide color samples of the faux tree prior to Building Permit issuance. This is to ensure that the proposed faux tree integrates with the surrounding landscape. Staff will pre-approve the color sample prior to Building Permit issuance. The exact faux tree color exhibit will be used during the FINAL INSPECTION. The color approved by Planning Staff must be identical to the as-built faux tree.
41. Faux trees rely on existing and/or proposed trees to integrate with the surroundings. Additional trees may be required by Permittee, to effectively integrate the faux tree, to the satisfaction of the Development Services Department.
42. All facilities and related equipment shall be: maintained in good working order; free from trash, debris, graffiti; and designed to discourage vandalism by Permittee. Any damaged equipment shall be repaired or replaced by Permittee within thirty (30) calendar days of notification by the City of San Diego.

43. 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.

44. The photo simulation(s) in color for the proposed project shall be printed (not stapled) on the building plans. This is to ensure the construction team building the project is in compliance with approved the Exhibit "A."

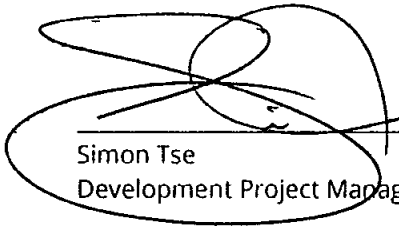
45. The Permittee shall place appropriate signage on the WCF as required by CAL OSHA/FCC to the satisfaction of the Development Services Department.

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.
- Please note that a **Telecom Planning Inspection Issue** will be placed on the project prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at **(619) 687-5984** to schedule an inspection of the completed facility. Please schedule this administrative inspection at least five working days ahead of the requested Final Inspection date.
- Per LDC §59.5.0404 Construction Noise (a), It shall be unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays as specified in Section 21.04 of the San Diego Municipal Code, with exception of Columbus Day and Washington's Birthday, or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise unless a permit has been applied for and granted beforehand by the Noise Abatement and Control Administrator.
- 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 Planning Commission of the City of San Diego on July 21, 2016 and Approved Resolution Number 4792-PC.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT


Simon Tse
Development Project Manager

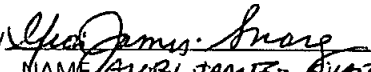
**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

**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 
NAME **Cybele Thompson**
TITLE **Director, Real Estate Asset.**

SPRINT
Permittee

By 
NAME **GLORIA JAMES-SUAREZ**
TITLE **SPRINT SITE DEVELOPMENT MANAGER**

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

ORIGINAL

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 Sept 19, 2016 before me, S. Anthony, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

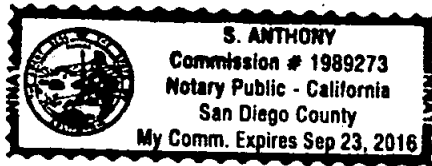
Simon Tse

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

S. Anthony

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: Permit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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: _____

ORIGINAL

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 September 26, 2016 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

Anna Selma Morse

ORIGINAL

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 September 9, 2016 before me, Maegan Danielle Murphy, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Glori James-Suarez
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 [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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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: _____

ORIGINAL

PLANNING COMMISSION
RESOLUTION NO. 4792-PC
PLANNED DEVELOPMENT PERMIT (PDP) NO. 1715729
SITE DEVELOPMENT PERMIT (SDP) NO. 1715730
NEIGHBORHOOD USE PERMIT (NUP) NO. 1715731
NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) NO. 1715732
SPRINT ROSE CREEK TRAIL DEPARTMENT PROJECT NO. 430519

WHEREAS, **CITY OF SAN DIEGO**, Owner, and **SPRINT**, Permittee, filed an application with the City of San Diego for a permit to modify an existing Wireless Communication Facility (WCF) that consists of the removal of three athletic ball field light pole mounted antennas and the installation of a 30-foot-tall faux-eucalyptus tree with 12 antennas and 24 remote radio head units. The equipment associated with this project will continue to operate inside the existing 238-square foot equipment building (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permits), on portions of a 69.16-acre-site;

WHEREAS, the project site is located at 2637 Grand Avenue, on the northwestern corner of Mission Bay Park along Grand Avenue, in the RS-1-7 zone within the Mission Bay Park Master Plan area;

WHEREAS, the project site is legally described as: All that certain real property situated in the County of San Diego, State of California, described as follows: Those portions of Mission Bay Park Tract according to Map No. 1120 and Mission Bay Park Tract Resubdivision according to Map No. 1530, and Acre Lot 75 of Pacific Beach according to Map No. 854 and those portions of Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe in 1870, a copy of which said map was filed in the Office of the County Recorder of San Diego County and known as Miscellaneous Map No. 36, together with a portion of Mission Bay which was granted to the City of San Diego by Act of the Legislature of the State of California, approved April 27, 1945 entitled "An Act Granting Certain Lands, Tide Lands, and Submerged Lands of the State of California to the City of San Diego, Upon Certain Trusts and Conditions."

WHEREAS, on July 21, 2016, the Planning Commission of the City of San Diego considered PDP No. 1715729, SDP No. 1715730, NUP No. 1715731 and NDP No. 1715732 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on May 27, 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 (New Construction) and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code Section 112.0520; NOW THEREFORE,

BE IT RESOLVED by the Planning Commission of the City of San Diego as follows:

That the Planning Commission adopts the following written Findings, dated July 21, 2016.

FINDINGS:

Planned Development Permit Approval – Section 126.0604

1. The proposed development will not adversely affect the applicable land use plan;

The Mission Bay Park Master Plan relies on the City of San Diego General Plan for design requirements related to wireless facilities. Specifically, under the Urban Design Element UD-A.15, requires the visual impacts of wireless facilities to be minimized by concealing them in existing structures or using screening techniques to hide or blend them into the surrounding area.

The project consists of a 30-foot tall faux Eucalyptus tree supporting 12 panel antennas and associated components. Two 24-inch box Canary Island Pine trees will also be installed for added screening. The 238-square-foot equipment enclosure was installed with the original light pole WCF and will remain to serve the new facility. The branches of the Eucalyptus tree will extend a minimum of 24 inches beyond the length of each antenna in order to provide concealment while enhancing the appearance of the tree and antenna socks will be used to further hide and blend the antennas. Existing mature trees serve as a backdrop and additional landscaping consisting of two 24-inch box Canary Island Pine trees are proposed to further integrate the WCF. With the exception of the setback deviation for the existing equipment enclosure, 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 will not adversely affect the Mission Bay Park Master Plan of the City's General Plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

The project was determined to be categorically exempt from the California Environmental Quality Act pursuant to Section 15303 (New Construction or Conversion of Small Structures). This project is not pending an appeal of the Environmental Determination. The environmental exemption determination for this project was made on May 27, 2016 and the opportunity to appeal that determination ended June 13, 2016.

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, including the requirement to obtain building permits which require compliance with the applicable building, fire, mechanical and plumbing codes and State and Federal disability access laws.

Additionally, 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) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." Sprint submitted an Electro-Magnetic Emission Analysis, which concluded that the project complies with FCC RF standards. Therefore, the project

will 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 proposed deviations pursuant to Section 126.0602(b)(1) that are appropriate for this location and will result in a more desirable project than would be achieved if designed in strict conformance with the development regulations of the applicable zone, and any allowable deviations that are otherwise authorized pursuant to the Land Development Code.**

WCF are required to comply with LDC Section 141.0420 which includes design requirements that supplement the purpose and intent of the City's General Plan for wireless facilities. Similar to the City's General Plan, LDC Section 141.0420 requires all WCF to utilize the smallest, least visually intrusive antennas, components and other necessary components. The applicant shall use all reasonable means to conceal or minimize the visual impacts of WCF through integration. Integration with existing structures or among other existing uses shall be accomplished through the use of architecture, landscape, and siting solutions.

Sprint's WCF design consists of 12 antennas and 24 remote radio head units on a new 30-foot-tall faux-eucalyptus tree. To comply with the General Plan's design requirements and the City's WCF Design Guidelines, the faux-eucalyptus tree will employ heavy branch density, the use of antenna-socks, and a 24-inch branch extension in front of the proposed antennas. All exposed mounting apparatus will be painted to match the tree foliage to minimize the visibility and to establish a realistic tree appearance. Two 24-inch box Canary Island Pine trees will also be installed for added screening.

The deviation involves maintaining the existing 238-square foot equipment enclosure within the required RS-1-7 interior side yard setback. The existing equipment location, which is south of the basketball courts, was determined by Park and Recreation to comply with Charter Section 55. This location was considered to have the least impact on the existing landscaping and would avoid occupying any usable park space. Alternatively, relocating the equipment enclosure to comply with the setback requirements may impact usable park space and require removal of existing mature landscaping, which would therefore result in a project that may not comply with Charter Section 55.

Although the WCF regulations require equipment to be located underground in dedicated parks, LDC Section 141.0420(i)(2) provides an alternative for above-ground equipment with the granting of an NDP and with authorization from the Park and Recreation Department Director who has determined that the above ground enclosure would not violate Charter Section 55. Avoidance of excavation required for an enclosure of this size would eliminate a significant amount of landscaping and impact use of a larger portion of the park during construction, resulting in park operational impacts, as well as, inconveniences to park users.

The project is located in a Preference 2 location in accordance with Council Policy 600-43 and is a Preference 2 location in accordance to Council Policy (CP) 600-43. An NUP is required pursuant to LDC Sections 141.0420(d)(2) and 141.0420(d)(4). These two sections of

the regulations states that an NUP is required for all WCFs in Residential Zones and in dedicated parkland where the antennas associated with the wireless communication facility are located more than 100 feet from the property line of day cares, elementary and middle schools, single or multi-unit residences. There are no day cares, elementary and middle schools within the surrounding area. The nearest residential uses is to the north and the distance exceeds 100 feet.

A portion of the property is located within designated Floodplains (FP) (100-year FP, Zone AE, Special Flood Hazard Area, and the 500-year FP) and contains sensitive biological resources in the form of native southern coastal salt marsh plants. The FPs (except the 500-year FP) are located within the Rose Creek canal along the western property line and sensitive biological resources are located along the banks of this canal. The proposed WCF would not impact any onsite sensitive biological resources, but will be located within the portion of the property that is located within the 500-year FP. FEMA has no restrictions or regulations on development within the 500-year FP areas; however, an SDP is required for development on a property containing environmentally sensitive lands (FPs and sensitive biological resources).

The main objective for this site is to provide coverage to the commercial, single and multi-family residential uses in the Pacific Beach community and park area as well as traffic along Grand Avenue. The proposed location and design of the WCF will not only preserve the existing coverage but will also increase the capacity. The design will also be improved to accommodate more antennas while providing the appropriate concealment elements. Therefore, the proposed Sprint WCF, as designed and located, complies with the regulations as it will be minimally visible through the use of architecture, landscape and siting solutions, and will comply with the applicable regulations of the LDC with the exception of the setback deviation for the RS-1-7 zone.

Site Development Permit Approval – Section 126.0504

1. The proposed development will not adversely affect the applicable land use plan;

The Mission Bay Park Master Plan relies on the City of San Diego General Plan for design requirements related to wireless facilities. Specifically, under the Urban Design Element UD-A.15, requires the visual impacts of wireless facilities to be minimized by concealing them in existing structures or using screening techniques to hide or blend them into the surrounding area.

The project consists of a 30-foot tall faux Eucalyptus tree supporting 12 panel antennas and associated components. Two 24-inch box Canary Island Pine trees will also be installed for added screening. The 238-square-foot equipment enclosure was installed with the original light pole WCF and will remain to serve the new facility. The branches of the Eucalyptus tree will extend a minimum of 24 inches beyond the length of each antenna in order to provide concealment while enhancing the appearance of the tree and antenna socks will be used to further hide and blend the antennas. Existing mature trees serve as a backdrop and additional landscaping consisting of two 24-inch box Canary Island Pine trees are proposed to further integrate the WCF. With the exception of the setback deviation for the existing

equipment enclosure, 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 will not adversely affect the Mission Bay Park Master Plan of the City's General Plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

The project was determined to be categorically exempt from the California Environmental Quality Act pursuant to Section 15303 (New Construction or Conversion of Small Structures). This project is not pending an appeal of the Environmental Determination. The environmental exemption determination for this project was made on May 27, 2016 and the opportunity to appeal that determination ended June 13, 2016.

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, including the requirement to obtain building permits which require compliance with the applicable building, fire, mechanical and plumbing codes and State and Federal disability access laws.

Additionally, 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) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." Sprint submitted an Electro-Magnetic Emission Analysis, which concluded that the project complies with FCC RF standards. Therefore, the project will 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.

WCF are required to comply with LDC Section 141.0420 which includes design requirements that supplement the purpose and intent of the City's General Plan for wireless facilities. Similar to the City's General Plan, LDC Section 141.0420 requires all WCF to utilize the smallest, least visually intrusive antennas, components and other necessary components. The applicant shall use all reasonable means to conceal or minimize the visual impacts of WCF through integration. Integration with existing structures or among other existing uses shall be accomplished through the use of architecture, landscape, and siting solutions.

Sprint's WCF design consists of 12 antennas and 24 remote radio head units on a new 30-foot-tall faux-eucalyptus tree. To comply with the General Plan's design requirements and the City's WCF Design Guidelines, the faux-eucalyptus tree will employ heavy branch density, the use of antenna-socks, and a 24-inch branch extension in front of the proposed antennas. All exposed mounting apparatus will be painted to match the tree foliage to

minimize the visibility and to establish a realistic tree appearance. Two 24-inch box Canary Island Pine trees will also be installed for added screening.

The deviation involves maintaining the existing 238-square foot equipment enclosure within the required RS-1-7 interior side yard setback. The existing equipment location, which is south of the basketball courts, was determined by Park and Recreation to comply with Charter Section 55. This location was considered to have the least impact on the existing landscaping and would avoid occupying any usable park space. Alternatively, relocating the equipment enclosure to comply with the setback requirements may impact usable park space and require removal of existing mature landscaping, which would therefore result in a project that may not comply with Charter Section 55.

Although the WCF regulations require equipment to be located underground in dedicated parks, LDC Section 141.0420(i)(2) provides an alternative for above-ground equipment with the granting of an NDP and with authorization from the Park and Recreation Department Director who has determined that the above ground enclosure would not violate Charter Section 55. Avoidance of excavation required for an enclosure of this size would eliminate a significant amount of landscaping and impact use of a larger portion of the park during construction, resulting in park operational impacts, as well as, inconveniences to park users.

The project is located in a Preference 2 location in accordance with Council Policy 600-43 and is a Preference 2 location in accordance to Council Policy (CP) 600-43. An NUP is required pursuant to LDC Sections 141.0420(d)(2) and 141.0420(d)(4). These two sections of the regulations states that an NUP is required for all WCFs in Residential Zones and in dedicated parkland where the antennas associated with the wireless communication facility are located more than 100 feet from the property line of day cares, elementary and middle schools, single or multi-unit residences. There are no day cares, elementary and middle schools within the surrounding area. The nearest residential uses is to the north and the distance exceeds 100 feet.

A portion of the property is located within designated Floodplains (FP) (100-year FP, Zone AE, Special Flood Hazard Area, and the 500-year FP) and contains sensitive biological resources in the form of native southern coastal salt marsh plants. The FPs (except the 500-year FP) are located within the Rose Creek canal along the western property line and sensitive biological resources are located along the banks of this canal. The proposed WCF would not impact any onsite sensitive biological resources, but will be located within the portion of the property that is located within the 500-year FP. FEMA has no restrictions or regulations on development within the 500-year FP areas; however, an SDP is required for development on a property containing environmentally sensitive lands (FPs and sensitive biological resources).

The main objective for this site is to provide coverage to the commercial, single and multi-family residential uses in the Pacific Beach community and park area as well as traffic along Grand Avenue. The proposed location and design of the WCF will not only preserve the existing coverage but will also increase the capacity. The design will also be improved to accommodate more antennas while providing the appropriate concealment elements. Therefore, the proposed Sprint WCF, as designed and located, complies with the

regulations as it will be minimally visible through the use of architecture, landscape and siting solutions, and will comply with the applicable regulations of the LDC with the exception of the setback deviation for the RS-1-7 zone.

Supplemental Findings - Environmentally Sensitive Lands

- 1. The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands;**

A portion of the property is located within designated FEMA FPs (100-year FP, Zone AE, Special Flood Hazard Area, and the 500-year FP) and contains sensitive biological resources in the form of native southern coastal salt marsh plants. The FPs (except the 500-year FP) are located within the Rose Creek canal along the western property line and sensitive biological resources are located along the banks of this canal. The proposed WCF would not impact any onsite sensitive biological resources, but will be located within the portion of the property that is located within the 500-year FP. FEMA has no restrictions or regulations on development within the 500-year FP areas. The project site is not located within a Multiple Habitat Planning Area (MHPA); however, the area under the Grand Avenue Bridge and portions of the Rose Creek to the north of the bridge are located within the MHPA. The WCF will be located approximately 140 feet from the MHPA boundary, but the site is considered adjacent to the MHPA. The permit includes conditions for compliance with the applicable MHPA Land Use Adjacency Guidelines (Section 1.4.3) of the City's Multiple Species Conservation Program (MSCP).

The project site is located in the Coastal Overlay Zone (DEF-CER), which is the California Coastal Commission's jurisdiction; therefore, a condition has been added to the permit which requires the Permittee to obtain a Coastal Development Permit or exemption from the California Coastal Commission prior to issuance of any construction permits. The project was determined to be exempt from CEQA pursuant to Article 19, Section 15303 (New Construction). Therefore, it has been determined that the site is physically suitable for the design and siting of the proposed development and the development will result in minimal disturbance to environmentally sensitive lands.

- 2. The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards;**

The project was determined to be categorically exempt from the California Environmental Quality Act pursuant to Section 15303 (New Construction or Conversion of Small Structures). This project is not pending an appeal of the Environmental Determination. The environmental exemption determination for this project was made on May 27, 2016 and the opportunity to appeal that determination ended June 13, 2016.

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, including the requirement to obtain building permits which require

compliance with the applicable building, fire, mechanical and plumbing codes and State and Federal disability access laws.

Additionally, 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) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." Sprint submitted an Electro-Magnetic Emission Analysis, which concluded that the project complies with FCC RF standards. Therefore, the project will 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 be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands;

The WCF is proposed in the northwestern corner of the Mission Bay Athletic Area and will be located in an existing landscape area. A portion of the property is located within designated FEMA FPs (100-year FP, Zone AE, Special Flood Hazard Area, and the 500-year FP) and contains sensitive biological resources in the form of native southern coastal salt marsh plants. The FPs (except the 500-year FP) are located within the Rose Creek canal along the western property line and sensitive biological resources are located along the banks of this canal. The proposed WCF would not impact any onsite sensitive biological resources, but will be located within the portion of the property that is located within the 500-year FP. FEMA has no restrictions or regulations on development within the 500-year FP areas.

The project site is not located within the MHPA; however, the area under the Grand Avenue Bridge and the portion of Rose Creek to the north of the bridge are located within the MHPA. The WCF will be located approximately 140 feet from the MHPA boundary, but the site is considered adjacent to the MHPA. The permit includes conditions for compliance with the applicable MHPA Land Use Adjacency Guidelines (Section 1.4.3) of the City's MSCP. Therefore, the proposed development has been sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands.

4. The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan;

The project site is not located within the MHPA; however, the area under the Grand Avenue Bridge and the portion of Rose Creek to the north of the bridge are located within the MHPA. The WCF will be located approximately 140 feet from the MHPA boundary, but the site is considered adjacent to the MHPA. Therefore, the permit includes conditions for compliance with the applicable MHPA Land Use Adjacency Guidelines (Section 1.4.3) of the City's MSCP.

5. The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply; and

The WCF is proposed in the northwestern corner of the Mission Bay Athletic Area, which is located approximately 140 feet from the banks of the Rose Creek canal, an urban stream that drains into Mission Bay that connects to the Pacific Ocean. The WCF will be located in an existing landscape area that was previously graded at the time of the installation of baseball and soccer fields. The proposed development has been designed to minimize the alteration of natural land forms and will not result in undue risk from erosional forces and flood hazards. A condition has been added to the permit requiring submittal of a Water Pollution Control Plan (WPCP) prior to issuance of any construction permits. The WPCP shall be prepared in accordance with the guidelines in Appendix E of the City's Storm Water Standards. Therefore, the proposed development has been designed so as not to contribute to the erosion of public beaches or adversely impact local shoreline sand supply.

6. **The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.**

The project was determined to be exempt from CEQA pursuant to Article 19, Section 15303 (New Construction) and no mitigation was required for the proposed development. However, 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, and would alleviate any negative impacts. 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, and water pollution control.

The project site is located in the Coastal Commission's jurisdiction of the Coastal Overlay Zone (DEF-CER) and a condition has been included in the permit requiring the Permittee to obtain a Coastal Development Permit from the Coastal Commission prior to issuance of any construction permits. Although no mitigation was required for this project, the location of the project does require inclusion of conditions related to the MHPA Land Use Adjacency Guidelines. There are no negative impacts created by the proposed development.

Neighborhood Use Permit Approval – Section 126.0505

1. **The proposed development will not adversely affect the applicable land use plan;**

The Mission Bay Park Master Plan relies on the City of San Diego General Plan for design requirements related to wireless facilities. Specifically, under the Urban Design Element UD-A.15, requires the visual impacts of wireless facilities to be minimized by concealing them in existing structures or using screening techniques to hide or blend them into the surrounding area.

The project consists of a 30-foot tall faux Eucalyptus tree supporting 12 panel antennas and associated components. Two 24-inch box Canary Island Pine trees will also be installed for added screening. The 238-square-foot equipment enclosure was installed with the original

light pole WCF and will remain to serve the new facility. The branches of the Eucalyptus tree will extend a minimum of 24 inches beyond the length of each antenna in order to provide concealment while enhancing the appearance of the tree and antenna socks will be used to further hide and blend the antennas. Existing mature trees serve as a backdrop and additional landscaping consisting of two 24-inch box Canary Island Pine trees are proposed to further integrate the WCF. With the exception of the setback deviation for the existing equipment enclosure, 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 will not adversely affect the Mission Bay Park Master Plan of the City's General Plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

The project was determined to be categorically exempt from the California Environmental Quality Act pursuant to Section 15303 (New Construction or Conversion of Small Structures). This project is not pending an appeal of the Environmental Determination. The environmental exemption determination for this project was made on May 27, 2016 and the opportunity to appeal that determination ended June 13, 2016.

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, including the requirement to obtain building permits which require compliance with the applicable building, fire, mechanical and plumbing codes and State and Federal disability access laws.

Additionally, 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) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." Sprint submitted an Electro-Magnetic Emission Analysis, which concluded that the project complies with FCC RF standards. Therefore, the project will 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.

WCF are required to comply with LDC Section 141.0420 which includes design requirements that supplement the purpose and intent of the City's General Plan for wireless facilities. Similar to the City's General Plan, LDC Section 141.0420 requires all WCF to utilize the smallest, least visually intrusive antennas, components and other necessary components. The applicant shall use all reasonable means to conceal or minimize the visual impacts of WCF through integration. Integration with existing structures or among other existing uses shall be accomplished through the use of architecture, landscape, and siting solutions.

Sprint's WCF design consists of 12 antennas and 24 remote radio head units on a new 30-foot-tall faux-eucalyptus tree. To comply with the General Plan's design requirements and the City's WCF Design Guidelines, the faux-eucalyptus tree will employ heavy branch density, the use of antenna-socks, and a 24-inch branch extension in front of the proposed antennas. All exposed mounting apparatus will be painted to match the tree foliage to minimize the visibility and to establish a realistic tree appearance. Two 24-inch box Canary Island Pine trees will also be installed for added screening.

The deviation involves maintaining the existing 238-square foot equipment enclosure within the required RS-1-7 interior side yard setback. The existing equipment location, which is south of the basketball courts, was determined by Park and Recreation to comply with Charter Section 55. This location was considered to have the least impact on the existing landscaping and would avoid occupying any usable park space. Alternatively, relocating the equipment enclosure to comply with the setback requirements may impact usable park space and require removal of existing mature landscaping, which would therefore result in a project that may not comply with Charter Section 55.

Although the WCF regulations require equipment to be located underground in dedicated parks, LDC Section 141.0420(i)(2) provides an alternative for above-ground equipment with the granting of an NDP and with authorization from the Park and Recreation Department Director who has determined that the above ground enclosure would not violate Charter Section 55. Avoidance of excavation required for an enclosure of this size would eliminate a significant amount of landscaping and impact use of a larger portion of the park during construction, resulting in park operational impacts, as well as, inconveniences to park users.

The project is located in a Preference 2 location in accordance with Council Policy 600-43 and is a Preference 2 location in accordance to Council Policy (CP) 600-43. An NUP is required pursuant to LDC Sections 141.0420(d)(2) and 141.0420(d)(4). These two sections of the regulations states that an NUP is required for all WCFs in Residential Zones and in dedicated parkland where the antennas associated with the wireless communication facility are located more than 100 feet from the property line of day cares, elementary and middle schools, single or multi-unit residences. There are no day cares, elementary and middle schools within the surrounding area. The nearest residential uses is to the north and the distance exceeds 100 feet.

A portion of the property is located within designated Floodplains (FP) (100-year FP, Zone AE, Special Flood Hazard Area, and the 500-year FP) and contains sensitive biological resources in the form of native southern coastal salt marsh plants. The FPs (except the 500-year FP) are located within the Rose Creek canal along the western property line and sensitive biological resources are located along the banks of this canal. The proposed WCF would not impact any onsite sensitive biological resources, but will be located within the portion of the property that is located within the 500-year FP. FEMA has no restrictions or regulations on development within the 500-year FP areas; however, an SDP is required for development on a property containing environmentally sensitive lands (FPs and sensitive biological resources).

The main objective for this site is to provide coverage to the commercial, single and multi-family residential uses in the Pacific Beach community and park area as well as traffic along Grand Avenue. The proposed location and design of the WCF will not only preserve the existing coverage but will also increase the capacity. The design will also be improved to accommodate more antennas while providing the appropriate concealment elements. Therefore, the proposed Sprint WCF, as designed and located, complies with the regulations as it will be minimally visible through the use of architecture, landscape and siting solutions, and will comply with the applicable regulations of the LDC with the exception of the setback deviation for the RS-1-7 zone.

Neighborhood Development Permits Approval – Section 126.0404

1. The proposed development will not adversely affect the applicable land use plan;

The Mission Bay Park Master Plan relies on the City of San Diego General Plan for design requirements related to wireless facilities. Specifically, under the Urban Design Element UD-A.15, requires the visual impacts of wireless facilities to be minimized by concealing them in existing structures or using screening techniques to hide or blend them into the surrounding area.

The project consists of a 30-foot tall faux Eucalyptus tree supporting 12 panel antennas and associated components. Two 24-inch box Canary Island Pine trees will also be installed for added screening. The 238-square-foot equipment enclosure was installed with the original light pole WCF and will remain to serve the new facility. The branches of the Eucalyptus tree will extend a minimum of 24 inches beyond the length of each antenna in order to provide concealment while enhancing the appearance of the tree and antenna socks will be used to further hide and blend the antennas. Existing mature trees serve as a backdrop and additional landscaping consisting of two 24-inch box Canary Island Pine trees are proposed to further integrate the WCF. With the exception of the setback deviation for the existing equipment enclosure, 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 will not adversely affect the Mission Bay Park Master Plan of the City's General Plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

The project was determined to be categorically exempt from the California Environmental Quality Act pursuant to Section 15303 (New Construction or Conversion of Small Structures). This project is not pending an appeal of the Environmental Determination. The environmental exemption determination for this project was made on May 27, 2016 and the opportunity to appeal that determination ended June 13, 2016.

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, including the requirement to obtain building permits which require

compliance with the applicable building, fire, mechanical and plumbing codes and State and Federal disability access laws.

Additionally, 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) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." Sprint submitted an Electro-Magnetic Emission Analysis, which concluded that the project complies with FCC RF standards. Therefore, the project will 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.

WCF are required to comply with LDC Section 141.0420 which includes design requirements that supplement the purpose and intent of the City's General Plan for wireless facilities. Similar to the City's General Plan, LDC Section 141.0420 requires all WCF to utilize the smallest, least visually intrusive antennas, components and other necessary components. The applicant shall use all reasonable means to conceal or minimize the visual impacts of WCF through integration. Integration with existing structures or among other existing uses shall be accomplished through the use of architecture, landscape, and siting solutions.

Sprint's WCF design consists of 12 antennas and 24 remote radio head units on a new 30-foot-tall faux-eucalyptus tree. To comply with the General Plan's design requirements and the City's WCF Design Guidelines, the faux-eucalyptus tree will employ heavy branch density, the use of antenna-socks, and a 24-inch branch extension in front of the proposed antennas. All exposed mounting apparatus will be painted to match the tree foliage to minimize the visibility and to establish a realistic tree appearance. Two 24-inch box Canary Island Pine trees will also be installed for added screening.

The deviation involves maintaining the existing 238-square foot equipment enclosure within the required RS-1-7 interior side yard setback. The existing equipment location, which is south of the basketball courts, was determined by Park and Recreation to comply with Charter Section 55. This location was considered to have the least impact on the existing landscaping and would avoid occupying any usable park space. Alternatively, relocating the equipment enclosure to comply with the setback requirements may impact usable park space and require removal of existing mature landscaping, which would therefore result in a project that may not comply with Charter Section 55.

Although the WCF regulations require equipment to be located underground in dedicated parks, LDC Section 141.0420(i)(2) provides an alternative for above-ground equipment with the granting of an NDP and with authorization from the Park and Recreation Department Director who has determined that the above ground enclosure would not violate Charter Section 55. Avoidance of excavation required for an enclosure of this size would eliminate a

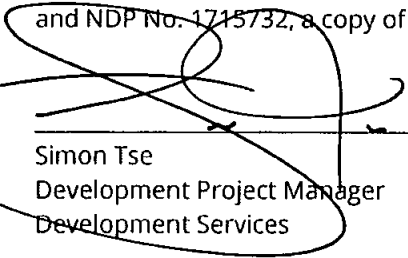
significant amount of landscaping and impact use of a larger portion of the park during construction, resulting in park operational impacts, as well as, inconveniences to park users.

The project is located in a Preference 2 location in accordance with Council Policy 600-43 and is a Preference 2 location in accordance to Council Policy (CP) 600-43. An NUP is required pursuant to LDC Sections 141.0420(d)(2) and 141.0420(d)(4). These two sections of the regulations states that an NUP is required for all WCFs in Residential Zones and in dedicated parkland where the antennas associated with the wireless communication facility are located more than 100 feet from the property line of day cares, elementary and middle schools, single or multi-unit residences. There are no day cares, elementary and middle schools within the surrounding area. The nearest residential uses is to the north and the distance exceeds 100 feet.

A portion of the property is located within designated Floodplains (FP) (100-year FP, Zone AE, Special Flood Hazard Area, and the 500-year FP) and contains sensitive biological resources in the form of native southern coastal salt marsh plants. The FPs (except the 500-year FP) are located within the Rose Creek canal along the western property line and sensitive biological resources are located along the banks of this canal. The proposed WCF would not impact any onsite sensitive biological resources, but will be located within the portion of the property that is located within the 500-year FP. FEMA has no restrictions or regulations on development within the 500-year FP areas; however, an SDP is required for development on a property containing environmentally sensitive lands (FPs and sensitive biological resources).

The main objective for this site is to provide coverage to the commercial, single and multi-family residential uses in the Pacific Beach community and park area as well as traffic along Grand Avenue. The proposed location and design of the WCF will not only preserve the existing coverage but will also increase the capacity. The design will also be improved to accommodate more antennas while providing the appropriate concealment elements. Therefore, the proposed Sprint WCF, as designed and located, complies with the regulations as it will be minimally visible through the use of architecture, landscape and siting solutions, and will comply with the applicable regulations of the LDC with the exception of the setback deviation for the RS-1-7 zone.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, PDP No. 1715729, SDP No. 1715730, NUP No. 1715731, and NDP No. 1715732 are hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in PDP No. 1715729, SDP No. 1715730, NUP No. 1715731, and NDP No. 1715732, a copy of which is attached hereto and made a part hereof.



Simon Tse
Development Project Manager
Development Services

Adopted on: July 21, 2016; IO#: 24005989

NOTICE OF EXEMPTION

(Check one or both)

TO: ☒ RECORDER/COUNTY CLERK

P.O. BOX 1750, MS A-33

1600 PACIFIC HWY, ROOM 260 Ernest J. Dronenburg, Jr., Recorder County Clerk

SAN DIEGO, CA 92101-2422

☐ OFFICE OF PLANNING AND RESEARCH

1400 TENTH STREET, ROOM 121

SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO

DEVELOPMENT SERVICES DEPARTMENT

1222 FIRST AVENUE, MS 501

SAN DIEGO, CA 92101

FILED**OCT 28 2016**

BY

DEPUTY

Project No.: 430519

Project Title: Sprint Rose Creek Trail

PROJECT LOCATION-SPECIFIC: The site is located at 2637 Grand Avenue, San Diego, within Mission Bay Park Community Plan area.

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

Description of nature and Purpose of the Project: PLANNED DEVELOPMENT PERMIT (PDP), NEIGHBORHOOD USE PERMIT (NUP), SITE DEVELOPMENT PERMIT (SDP) and NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) to allow for the modification of an existing Wireless Communication Facility (WCF). The modification would consist of the following construction of (12) new 6 foot tall panel antennas mounted to a new 30 foot high faux eucalyptus tree along with associated equipment to support the WCF. Project implementation would also include a Right-Of-Entry permit. The property is located at 2637 Grand Avenue in the RS-1-7 Zone within the Mission Bay Park Community Plan; Coastal Overlay Zone (DEF-CER); Coastal Height Limitation Overlay Zone; Sensitive Coastal Overlay Zone; Multiple Habitat Planning Area (MHPA); Parking Impact Overlay Zone (Coastal and Beach); and FEMA Floodplains (100-year FP, Zone AE, and the 500-year FP).

The WCF as proposed shall require the processing of the following actions: a NUP since the development appears to be greater than 100 feet from the primary use, a SDP for development on environmentally sensitive lands; a NDP to continue to operate an above ground equipment enclosure within dedicated parkland and a PDP because the existing equipment building will continue to operate within the required setback.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Sprint, Contact: Maegan Murphy 9191 Towne Center Drive San Diego CA, 91112 (619) 985-6638

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: 15303 (New Construction)
() STATUTORY EXEMPTION:

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on OCT 28 2016
Posted OCT 28 2016 Removed _____
Returned to agency on _____
Deputy [Signature]

REASONS WHY PROJECT IS EXEMPT: The City of San Diego determined that the project would qualify to be categorically exempt from CEQA pursuant to Section 15303 (New Construction) which allows for the construction of limited numbers of new, small facilities and the installation of small new equipment. Since the project would construct new equipment associated with the existing use the exemption is appropriate. Furthermore, since the WCF would occur on a developed site lacking sensitive resources the exceptions listed in CEQA Section 15300.2 would not apply. Additionally, the project site is not located within a Multiple Habitat Planning Area (MHPA); however, the area under the Grand Avenue Bridge and portion of the Rose Creek to the north of the bridge are located within the MHPA. The WCF will be located approximately 140-feet-from the MHPA boundary, but the site is considered adjacent to the MHPA. The permit includes conditions for compliance with the applicable MHPA Land

Use Adjacency Guidelines (Section 1.4.3) of the City's Multiple Species Conservation Program (MSCP) and impacts will not occur.

LEAD AGENCY CONTACT PERSON: JEFFREY SZYMANSKI

TELEPHONE: 619 446-5324

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

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

Jeffrey Szymanski / SENIOR PLANNER
SIGNATURE/TITLE

6/3/2016

DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County Clerk
Postage
Returned to sender
Debby



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 #: 373106720161028

Deputy: SORTEGA

Location: COUNTY ADMINISTRATION BUILDING

28-Oct-2016 13:36

FEES:

50.00	Qty of 1 Fee Notice of Exemption for Ref# SD2016 1090
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.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



State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT#
SD2016 1090
STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY			DATE
CITY OF SAN DIEGO			10/28/2016
COUNTY/STATE AGENCY OF FILING			DOCUMENT NUMBER
San Diego			*20161090*
PROJECT TITLE			
SPRINT ROSE CREEK TRAIL			
PROJECT APPLICANT NAME			PHONE NUMBER
MAEGAN MURPHY			619-985-6638
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
9191 TOWNE CENTER DRIVE	SAN DIEGO	CA	91112
PROJECT APPLICANT (Check appropriate box):			
☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☒ Private Entity			

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,070.00	\$	_____
☐ Mitigated/Negative Declaration (MND)(ND)	\$2,210.25	\$	_____
☐ Application Fee Water Diversion (State Water Resources Control Board only)	\$850.00	\$	_____
☐ Projects Subject to Certified Regulatory Programs (CRP)	\$1,043.75	\$	_____
☒ County Administrative Fee	\$50.00	\$	\$50.00
☐ Project that is exempt from fees			
☒ Notice of Exemption (attach)			
☐ CDFW No Effect Determination (attach)			
☐ Other _____		\$	_____

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other	13650129	TOTAL RECEIVED	\$	\$50.00
--	----------	----------------	----	---------

SIGNATURE	PRINTED NAME AND TITLE
X	SILVIA ORTEGA Deputy

