

CITY OF SAN DIEGO

RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and COXCOM, INC., a Delaware corporation doing business as "*Cox Communications San Diego*" ("PERMITTEE"), to be effective as of **September 1, 2006** (the "Effective Date"), upon execution by the parties and approval by the San Diego City Attorney, as follows:

RECITALS

- A. CITY is the owner of real property located at 9449 Friars Road, San Diego, California 92108 (the "Property"), and commonly known as Qualcomm Stadium (the "Stadium").
- B. PERMITTEE previously installed a fiber optic cable into the Stadium for the purpose of providing transmission of: (a) cable television signals into the Stadium for cable television programming to the television sets within the public viewing areas, suites, press boxes, and offices; and (b) broadcast signals out of the Stadium to televise events originating from the Stadium.
- C. CITY and PERMITTEE would like to continue to offer cable television programming into and out of the Stadium.
- D. Under the terms and conditions of this Permit, CITY will grant PERMITTEE a right of entry to a portion of the Property necessary to effect transmission of cable television signals, along with voice and data services, into and out of the Stadium.

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

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

4. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis for the sole purpose of installing, operating, maintaining and repairing fiber optic cable, conduit and other necessary equipment to effect transmission of cable television signals, along with voice and data services, into and out of the Stadium ("PERMITTEE'S Equipment"). PERMITTEE shall obtain, at its sole cost and expense, all permits necessary and appropriate for its use of the Permit Area as contemplated by this Permit. CITY may, upon ninety (90) days prior written notice to PERMITTEE, require PERMITTEE to relocate PERMITTEE'S Equipment to reasonably accommodate CITY'S uses of the Permit Area.
5. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, Permits and licenses, easements, and rights of way pertaining to the Property, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE'S use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.
6. Permit Fee. PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee of Six Hundred Dollars (\$600), payable on the first day of the month following execution of this Permit by the parties and approval of the City Attorney. Payments should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, P.O. Box 122289, San Diego, CA 92112-4165 or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, CA 92101. If PERMITTEE fails to pay any amount due CITY under this Permit when due, PERMITTEE shall pay, in addition to the unpaid amount, five percent (5 %) of the delinquent amount. If the payment is still unpaid after fifteen (15) days past due, PERMITTEE shall pay an additional five percent (5%) [being a total of ten percent (10%)] of the delinquent payment, which is agreed to be appropriate to compensate CITY for loss resulting from such delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payment be less than Twenty-Five Dollars (\$25).
7. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, maintain the Permit Area in a decent, safe, healthy and sanitary condition at all times during the Term.
8. Grading. If PERMITTEE'S use of the Permit Area requires any soil grading and compaction operations on the Property, PERMITTEE shall first obtain CITY'S consent, including without limitation CITY'S Environmental Analysis Section's environmental clearance. Any such grading and/or compaction shall be to CITY'S satisfaction and shall not disrupt the existing surface drainage pattern, and the final grades shall not interfere with the existing flow pattern. PERMITTEE shall pay all costs and expenses related to any such grading and/or compaction.

9. Inspection. CITY may, at all times upon prior notice, enter and inspect the Permit Area.
10. Utilities. PERMITTEE shall order, obtain, and pay for all utilities, and service and installation charges, in connection with its use of the Permit Area. All utilities shall be installed underground.
11. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
12. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without CITY'S prior written consent. PERMITTEE shall not make any major structural or architectural design alterations to approved improvements, structures or installations on the Permit Area without CITY'S prior written consent. This provision shall not relieve PERMITTEE of any obligation under this Permit to maintain the Permit Area in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
13. Ownership of Improvements and Personal Property.
 - a. Improvements. Upon expiration or termination of this Permit, any and all improvements, trade fixtures, structures, and installations or additions to the Permit Area now existing or constructed on the Permit Area by PERMITTEE shall be deemed to be part of the Permit Area and shall become CITY'S property free of all liens and claims. Notwithstanding the foregoing, CITY may, upon notice to PERMITTEE at termination or within sixty (60) days prior to the expiration of the Term, elect not to assume ownership of all or any improvements, trade fixtures, structures, and installations. PERMITTEE shall, at PERMITTEE'S sole cost and expense, remove all such improvements, structures and installations prior to the expiration of the Term, or within sixty (60) days after a notice of termination. If PERMITTEE fails to remove any improvements, structures, and installations as required by this Permit, PERMITTEE shall pay CITY the full cost of any removal.
 - b. Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property prior to the expiration of the Term, or as soon as reasonably practicable after a notice of termination, but in no event later than sixty (60) days after such notice of termination. Any such items which PERMITTEE fails to remove shall be deemed abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove such items at PERMITTEE'S sole cost and expense. If any removal of such personal property by PERMITTEE results in

damage to the Permit Area, PERMITTEE shall repair all such damage at its sole cost and expense.

- c. Late Removal. PERMITTEE shall pay additional rent for any period of time needed to remove any improvements or personal property, whether by CITY or PERMITTEE, after the expiration or termination of this Permit. Such additional rent shall be at the greater of the then-current rental rate under this Permit and the rate reasonably determined by CITY'S Real Estate Assets Department to be the then fair market rental value for the Permit Area.
 - d. CITY'S Right to Acquire. Notwithstanding the foregoing, if PERMITTEE elects to dispose of any of its personal property used in its operations on the Permit Area, upon expiration or termination of this Permit, CITY shall have the first right to acquire or purchase such personal property.
14. Insurance. On or before the Effective Date, PERMITTEE shall deliver to CITY a current certificate of insurance for a Commercial General Liability policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of Two Million Dollars (\$2,000,000), AND Fire, Extended Coverage, and Vandalism insurance on all insurable property on the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and PERMITTEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property.
- a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], **"The City of San Diego, the Qualcomm Stadium Advisory Board, the Public Facilities Financing Authority of the City of San Diego, and each of their respective elected officials, officers, employees, representatives, and agents"** shall be named as additional insureds in all policies.
 - b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department upon execution of this Permit.
 - c. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
 - d. Deductibles/Retentions. All deductibles and self-insured retentions on any

insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

- e. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term of this Permit, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the Permit Area, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.
 - f. Modification. To assure protection from and against the kind and extent of risk existing on the Permit Area, CITY, at its discretion, may require the revision of amounts and coverages at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Permit.
 - g. Accident Reports. PERMITTEE shall report to CITY any accident causing property damage or any injury to persons on the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
 - h. Failure to Comply. If PERMITTEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. PERMITTEE shall pay such reimbursement and interest on the first (1st) day of the month following CITY'S notice. **Notwithstanding any other provision of this Permit, if PERMITTEE fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of its property from the Permit Area.**
15. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY, the Qualcomm Stadium Advisory Board, the Public Facilities Financing Authority of the City of San Diego, and each of their respective elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S

occupancy, use, development, or maintenance of the Permit Area, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, the Qualcomm Stadium Advisory Board, the Public Facilities Financing Authority of the City of San Diego, and each of their respective elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

16. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
17. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. PERMITTEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Permit from local residents and firms as opportunities occur. PERMITTEE agrees to hire qualified local residents and firms whenever feasible.
18. Drug-free Workplace. PERMITTEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Permit Area and specifying the actions that will be taken against employees for violations of the prohibition; and
 - b) Establish a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. PERMITTEE'S policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employees assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
19. Disabled Access Compliance. PERMITTEE shall comply with the California Government

Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities.

20. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S occupancy, use, development and maintenance of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
21. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area.
22. No Assignment. PERMITTEE shall not assign any rights granted by this Permit or any interest herein without CITY'S prior written consent. Approval of any such proposed assignment may be withheld in CITY'S sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.
23. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without CITY'S prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within 24 hours notice by CITY, or CITY may thereafter remove the item at PERMITTEE'S cost.
24. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
25. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S occupancy, use, development, and maintenance of the Permit Area.
26. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of the business or other PERMITTEE activities related to the Permit Area, including any

licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, fees, and assessments shall not reduce any payment due CITY.

27. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area. PERMITTEE and PERMITTEE'S agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated into this Permit.
- a. Remediation. If any release of a hazardous substance occurs, PERMITTEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws and rules and regulations of governmental authorities.
 - b. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
 - c. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the Permit Area, PERMITTEE shall give written notice to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall notify CITY immediately upon receipt of such knowledge or belief and shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area.
 - d. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area ("PERMITTEE'S Operations"), resulted in any hazardous substance being

released on or beneath the Permit Area, CITY may cause an environmental assessment of the Permit Area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE'S Operations on, in, or under the Permit Area, and in what quantities. If any such hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.

28. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
29. Default. PERMITTEE shall be in default of this Permit if either of the following occurs:
 - a) PERMITTEE fails to make any payment required under this Permit when due; or
 - b) PERMITTEE breaches any of its obligations under this Permit, other than those requiring payment to CITY, and fails to cure the breach within ten (10) days following written notice thereof from CITY, or if not curable within ten (10) days, fails to commence to cure the breach within ten (10) days and diligently pursue the cure to completion within thirty (30) days.
30. Termination. Upon PERMITTEE'S breach of any of its obligations under this Permit, CITY may immediately revoke PERMITTEE'S license to occupy and use the Permit Area. Upon PERMITTEE'S default of this Permit, CITY may immediately terminate this Permit upon notice to PERMITTEE.
31. Cumulative Remedies. CITY'S rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY'S rights or remedies at law or in equity, existing as of the Effective Date or thereafter enacted or established.
32. Bankruptcy. If PERMITTEE files a voluntary petition in bankruptcy, is adjudicated a

bankrupt, or makes a general assignment for the benefit of creditors, CITY may immediately revoke PERMITTEE'S license to occupy and use the Permit Area and may immediately terminate this Permit upon notice to PERMITTEE.

33. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
34. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them and pertaining to this Permit and PERMITTEE'S occupancy, use, development, and maintenance of the Permit Area. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
35. Legal Proceedings. If CITY commences legal proceedings to enforce any right or obligation under this Permit, PERMITTEE shall pay all costs in connection therewith, including reasonable attorney fees and costs.
36. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO

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

COXCOM, INC.

Attention: Steve Gautereaux, Vice President
5159 Federal Boulevard
San Diego, California 92105
(619) 266-5357

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

Date: 12/13/06

THE CITY OF SAN DIEGO, a California municipal corporation

BY: David Sandoval

Name: DAVID SANDOVAL

Title: DEPUTY DIRECTOR, REAL ESTATE ASSETS

Date: 12/5/06

COXCOM, INC., a Delaware corporation doing business as "Cox Communications San Diego"

BY: _____

Name: _____

Title: _____

BY: Steve Gaudreau

Name: STEVE GAUDREAU

Title: VP

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

THIS ACTIVITY IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES, SECTION 15301.

Date: 5/15/06

BY: Patricia Loefer

Name: Patricia Loefer

Title: SENIOR ENVIRONMENTAL PLANNER

APPROVED AS TO FORM AND LEGALITY:

Effective Date: 12/15/06

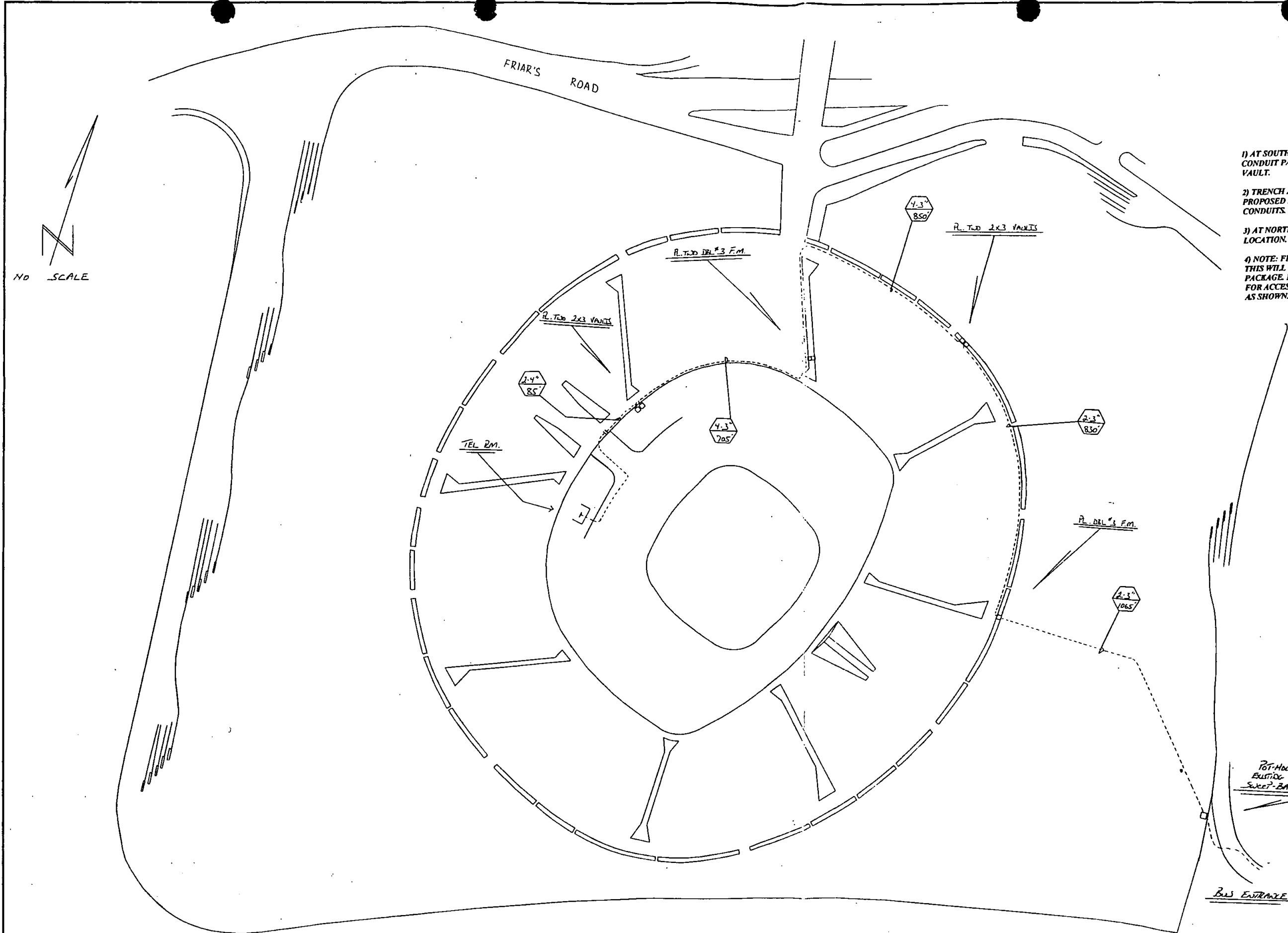
MICHAEL J. AGUIRRE, City Attorney

BY: Brock Ladewig

Name: BROCK LADEWIG

Title: CHIEF DEPUTY CITY ATTORNEY

EXHIBIT A



CONSTRUCTION NOTES

- 1) AT SOUTH / EAST BUS ENTRANCE POT-HOLE AND INTERCEPT EXISTING CONDUIT PACKAGE. SWEEP BACK BEHIND GUARD RAIL AND PLACE 2X3 VAULT.
- 2) TRENCH AND BACK-FILL, INSTALL CONDUIT. SET HAND-HOLES AT ALL PROPOSED LOCATIONS AND PULL 1/4" PULL ROPE THROUGH ALL CONDUITS.
- 3) AT NORTH / WEST TUNNEL CORE-DRILL INTO TUNNEL AT CABLE RACK LOCATION.
- 4) NOTE: FROM NORTH / EAST VAULT LOCATION TO STADIUM TUNNEL THIS WILL BE A JOINT TRENCH. PLACE 2-3" CONDUITS FOR EACH PACKAGE. MAINTAIN CONTINUITY AND SEPARATION FOR EACH PACKAGE. FOR ACCESS TO THE STADIUM PLACE 1-4" CONDUIT FOR EACH PACKAGE AS SHOWN.

TRENCH 6' W x 24" C x 35.35 L

POT-HOLE AND INTERCEPT
EXISTING CONDUIT PACKAGE
SWEEP-BACK AND PLACE 2X3 VAULT

BUS ENTRANCE

S.D. JACK MURPHY STADIUM		
9449 FRIARS RD. S.D. 92108		
SCALE: NO SCALE	DATE: 1-21-97	UNIT COUNT: N/A
DRAWN BY: M.F. MANNING	APPROVED BY:	SHEET L OF
COX COMMUNICATIONS		
COX COMMUNICATIONS 1180 FEDERAL BLVD., SAN DIEGO, CA 92108 (619) 283-8291		
TS GRID 1249 F-6	CS GRID 224-231	FILE NUMBER 16837