CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT

This CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into between The City of San Diego, a California municipal corporation ("CITY"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective on July 01, 2015 ("Effective Date"), provided this Permit is signed by the Parties and approved by the San Diego City Attorney.

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

1. DEFINITIONS.

As used in this Permit, the following terms shall be defined as follows:

1.1. **"CITY Contact"** – the CITY's Qualcomm Stadium District Manager or designee. For purposes of this Permit, the CITY Contact is currently **Tom Ritz**, who can be contacted at (619) 641-3106.

1.2. **"Hazardous Substances"** – 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.

1.3. **"Temporary Communications Facility"** – a temporary, wireless communication facility owned and operated by PERMITTEE specifically, two (2) panel antennas, and one (1) microwave dish antenna mounted to a 40-foot pole. Two (2) equipment cabinets would be located adjacent to the pole in a fenced enclosure, more particularly depicted/described in Exhibit B).

1.4. **"Permit Area"** – a rectangular-shaped area, 14'9"w x 13'd, located on a portion of that certain CITY-owned real property, commonly known as Qualcomm Stadium at 9449 Friars Road in the City of San Diego, State of California ("Stadium"), referred to as **TEMP SW #3**, located on the **South West side of the Stadium parking lot,** the Stadium being more particularly described in Exhibit A and both the Stadium and the Permit Area thereon being more particularly depicted/described in Exhibit B. Notwithstanding any description or depiction which may exist to the contrary, the Permit Area shall not include any areas which are currently devoted to or designated as handicap parking spaces.

1.5. **"Permit Use"** – the non-exclusive use of the Permit Area for the purposes of operating, maintaining, and removing the Mobile Unit to provide telecommunication services to persons attending events at the Stadium.

1.6. **"PERMITTEE'S Operations"** – PERMITTEE'S development, occupancy, use, maintenance, and/or restoration of the Permit Area.

2. 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 the Permit Area.

2.1. License Only. This Permit is a non-exclusive license to use CITY-owned property. It is not a lease.

3. USE OF PERMIT AREA.

PERMITTEE may use the Permit Area on a non-exclusive basis for the sole purpose of the Permit Use, and for no other purpose whatsoever without CITY'S prior written consent in each instance.

3.1. Time of Use. PERMITTEE may install the Temporary Communications Facility within the Permit Area twenty-four (24) hours a day, seven (7) days a week.

3.2. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in the surrounding area.

4. TERM.

The Term of this Permit ("Term") shall be six (6) months, commencing on the Effective Date and terminating on December 28, 2015.

5. PERMIT PROCESSING FEE.

Upon execution of this Permit by PERMITTEE, PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee in the amount of Nine Hundred Eighty Dollars ($980). PERMITTEE shall deliver this fee to the Real Estate Assets Department (together with this Permit) located at the Civic Center Plaza Building, 1200 Third Avenue, Suite 1700, San Diego, CA 92101. The payment should be made payable to the City Treasurer.

6. RENT.

PERMITTEE shall pay to CITY rent in the amount of Three Thousand Five hundred Dollars ($3,500) per month. Calculation of all prorated rents under this section shall be based on a 30-day month.
Example: An agreement which is effective on January 18, with a monthly rent of $3,500. (Monthly rent ÷ 30 = $116.67 per day, x # of days remaining in the month) is calculated as: 3,500/30=116.67x13=1,5516.71 due for January 18 to January 31.

6.1. Time and Place of Payment. Rent is due monthly, in advance, on or before the first

day of each month during the Term. Monthly rent checks shall be made payable to "City Treasurer" and delivered to the Office of the City Treasurer, located at the Civic Center Plaza Building, 1200 Third Avenue, First Floor, San Diego, CA 92101, or mailed with an invoice to:

THE CITY OF SAN DIEGO
Office of the City Treasurer
P.O. Box 129030
San Diego, CA 92112-9030

6.2. Delinquent Rent. If PERMITTEE fails to pay monthly rent when due, PERMITTEE shall pay, in addition to the unpaid monthly rent, five percent (5%) of the delinquent monthly rent. If the monthly rent is still unpaid fifteen (15) calendar days after the first day of the month, PERMITTEE shall pay an additional five percent (5%), for a total of ten percent (10%) of the delinquent monthly rent, which is agreed by the parties to be appropriate to compensate CITY for loss resulting from fee delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of monthly rent be less than One Hundred Fifty Dollars ($150). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of PERMITTEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

7. INSURANCE.

7.1 LESSEE shall obtain and maintain throughout the term of this Lease, at its sole cost and expense, all insurance required by this Lease. LESSEE's liabilities under this Lease, including without limitation LESSEE's indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. LESSEE's maintenance of the required insurance coverage is a material consideration for this Lease. Notwithstanding any provision of this Lease to the contrary, if LESSEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, LESSEE shall be in default of this Lease. LESSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. LESSEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):

(a) Commercial General Liability Insurance ("CGL") 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 bodily injury, including death, and property damage with limits of at least Five Million Dollars ($5,000,000) per occurrence and general aggregate of Five Million Dollars ($5,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

(b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90*

or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease.

(c) Workers' Compensation Insurance, as required by applicable laws, for all of LESSEE's employees who are subject to this Lease, with employers' liability coverage with a limit of at least One Million Dollars ($1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.

7.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by LESSEE or on LESSEE's behalf; (b) LESSEE's products; (c) LESSEE's work, including without limitation LESSEE's completed operations performed by LESSEE or on LESSEE's behalf; or (d) the Premises.

7.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, and representatives as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, and representatives shall be in excess of LESSEE's insurance and shall not contribute to it.

7.1.3 Severability of Interest. Each policy shall provide that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may 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 (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.

7.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE shall provide CITY with a letter

("Verification Letter") confirming that LESSEE's parent company has a net worth of at least $100,000,000, which Verification Letter shall be provided to CITY within thirty (30) days after this Lease is fully executed. Thereafter, LESSEE shall provide Verification Letter on or before each annual anniversary of the effective date.

7.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease. LESSEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, LESSEE shall immediately obtain replacement insurance as soon as possible.

7.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

7.1.8 Accident Reports. LESSEE shall immediately, or as soon as practicable and not more than 48 hours after LESSEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the Allowed Uses. 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.

8. PERMITTEE'S RISK.

PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S Operations and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.

9. ACCEPTANCE OF PERMIT AREA.

By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that PERMITTEE is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the

Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations CITY may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects within the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including, without limitation, PERMITTEE'S employees, from any defects within the Permit Area, and shall be solely responsible therefor.

10. IMPROVEMENTS AND ALTERATIONS.

PERMITTEE shall not construct any improvements, structures, or installations within the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. 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.

City may, at its sole discretion, require PERMITTEE to install screening in the perimeter fence area securing the Permit Area. The fencing location and screening material must be approved by the Stadium Manager in advance of installation. Additionally, any and all wires and/or cables must be installed above ground level.

11. COMPLIANCE WITH LAWS AND POLICIES.

11.1. General. PERMITTEE shall, at its sole cost and expense, comply with the requirements of all rules, regulations, ordinances, laws, and directives of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S Operations.

11.2. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

12. TELECOMMUNICATIONS PROVISIONS.

12.1. Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Mobile Unit within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Mobile Unit, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. PERMITTEE shall report to CITY any areas discovered by PERMITTEE to exceed such federally mandated limits. . If radiation levels are found to exceed

such levels, PERMITTEE shall not, in any way, hold the CITY responsible for radiation levels generated by the CITY's own facilities. 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.

12.2. Radio Frequency Interference. PERMITTEE shall comply with all requirements set forth in Exhibit C, which may be updated from time to time in CITY'S sole discretion. PERMITTEE warrants that PERMITTEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses at the Stadium.

12.2.1. In the event the Mobile Unit causes an obstruction in the line of sight to and from the antennas located on the utility building next to the Permit Area, PERMITTEE shall, under the supervision of CITY, raise the height of the antennas on the utility building to a height necessary to restore the line of sight to and from such antennas.

12.2.2. PERMITTEE shall consult with the San Diego Chargers to secure available frequencies to ensure that PERMITTEE'S Operations do not interfere with game day operations of the San Diego Chargers' equipment and communications systems.

12.3. Industry Standards. PERMITTEE shall perform PERMITTEE'S Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, PERMITTEE shall comply with the following supplemental requirements:

12.3.1. PERMITTEE shall remove all trash and debris from the Permit Area before and after each event at the Stadium;

12.3.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;

12.3.3. 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 Stadium; and

12.3.4. PERMITTEE shall comply with the requirements set forth in Exhibit D with respect to PERMITTEE'S Operations. City may, in its sole discretion, update Exhibit D from time to time.

12.4. Other Facilities. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) at the Stadium without CITY'S prior consent.

12.5. Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not interfere with CITY operations or public use of CITY-owned property.

13. WASTE, DAMAGE, OR DESTRUCTION.

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs within the Permit Area. PERMITTEE shall not commit, or allow to be committed, any waste or injury, or any public or private nuisance, in connection with PERMITTEE'S Operations. If the Permit Area is damaged by any cause that puts the Permit Area into a condition which is not decent, safe, healthy, and/or sanitary, PERMITTEE shall make, or cause to be made, full repair of the damage and restore the Permit Area to the condition which existed prior to the damage; or, at CITY'S option, PERMITTEE shall clear and remove from the Permit Area all debris resulting from the damage and restore the Permit Area in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. PERMITTEE shall commence preliminary steps toward performing repairs and/or restoration of the Permit Area as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Permit Area within one hundred eighty (180) calendar days after such occurrence.

14. HAZARDOUS SUBSTANCES.

PERMITTEE 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 Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE 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.

14.1 Release. For all purposes of this Permit, 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.

14.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

14.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

14.4 Removal. If PERMITTEE or PERMITTEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE's agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE 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.

14.5 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, maintenance, or restoration of the Permit Area, 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, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

14.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE 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. PERMITTEE 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 PERMITTEE 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, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE 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 Permit Area.

14.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, 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 PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, 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 Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE 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 Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.

15. SIGNS.

PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising in the Permit Area without CITY'S prior written consent. If any such unauthorized item is found within the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE's cost and expense.

15.1. Company Logos. PERMITTEE shall not display any company logo or advertising of any kind on the Mobile Unit.

16. MAINTENANCE OF THE PERMIT AREA.

PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair, and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the use of the Permit Area. At no time during the Term shall CITY be required to make any improvements or repairs to the Permit Area. PERMITTEE shall, at all times, keep the Permit Area free and clear of rubbish, debris, and litter.

16.1. Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit E, including the requirement

to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

17. REPAIR.

PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused by PERMITTEE or by PERMITTEE's work on the Permit Area, including items or property that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

18. ENTRY AND INSPECTION.

CITY may, at all times, enter and inspect the Permit Area.

19. UTILITIES.

PERMITTEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with its use of the Permit Area.

20. 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 PERMITTEE's Operations, 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, assessments, and/or fees shall not reduce any payment due CITY.

21. SUPERIOR INTERESTS.

This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, and rights-of-way pertaining to the Permit Area, 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 PERMITTEE's 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.

22. ENCUMBRANCES.

PERMITTEE shall keep the Permit Area, and any CITY-owned property of which the Permit Area is a part, 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 Operations. 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.

23. ASSIGNMENT AND SUBLICENSE.

PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent, which may be withheld or delayed in CITY's sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.

24. INDEMNIFICATION.

PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents, or contractors, which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations, 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 sole negligence, or sole willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including, without limitation, reasonable attorney fees and costs.

25. OTHER GOVERNMENTAL ACTIONS.

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 Operations. Discretionary action includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

26. CITY'S RESERVATION OF RIGHTS.

26.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water within the Permit Area.

26.2. Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Permit Area for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.

26.3. Entry. CITY may enter the Permit Area to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with PERMITTEE's use of the Permit Area.

27. REVOCATION AND TERMINATION.

27.1. Revocation or Termination by CITY. This Permit may be revoked or terminated at any time, at will, by CITY, in CITY's sole discretion. Upon CITY's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or 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.

27.2. Revocation or Termination by PERMITTEE. This Permit may be revoked or terminated at any time by PERMITTEE. Upon PERMITTEE's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. Revocation or termination of this Permit by PERMITTEE shall not release PERMITTEE from any obligation or liability incurred/accrued, excepting monthly rent payments for time periods after which PERMITTEE has removed itself from, and restored, the Permit Area.

27.3. 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.

27.4. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more

instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may, at any and all times, require the cure of the default.

28. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

28.1. Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment, and other items of personal property upon the expiration of this Permit, or as soon as practicable after termination, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at PERMITTEE's sole cost and expense. If PERMITTEE fails to remove any such items more than three (3) calendar days after the expiration or earlier termination of this Permit, CITY may, at its option, remove such items at PERMITTEE's sole cost and expense.

28.2. Late Removal. PERMITTEE shall pay rent to CITY, calculated on a per diem basis, at a rate three (3) times the rental rate in effect immediately prior to the expiration or earlier termination of this Permit for any period of time needed to remove any improvements or personal property from the Permit Area, whether by CITY or PERMITTEE, after the expiration or earlier termination of this Permit.

29. 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 PERMITTEE at PERMITTEE'S Address for Notices, and to CITY as follows:

If to PERMITTEE:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

If to CITY:

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

30. MISCELLANEOUS PROVISIONS.

30.1. Governing Law. This Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.

30.2. Entire Understanding. This Permit constitutes the entire understanding between the Parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's Operations.

30.3. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.

30.4. Joint and Several Liability. If PERMITTEE 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 PERMITTEE under this Permit.

30.5. CITY'S Consent or Approval. Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the San Diego City Mayor, or his designee, unless otherwise expressly provided, without need for further resolution by the City Council. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

30.6. Permit Modifications. Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.

30.7. Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier termination of this Permit shall survive such expiration or termination.

30.8. Legal Proceedings. If, as a result of an action brought by or against PERMITTEE in connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.

30.9. Number and Gender. In this Permit, words in the singular number shall include the

plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.

30.10. Authority to Execute and Deliver Permit. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or 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, 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.

[The reminder of this page intentionally left blank.]

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

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

Date: 11/12/15

THE CITY OF SAN DIEGO, a California municipal corporation

By _____

(Print Name) Cybele Thompson

(Title) Director, Real Estate Assets

Date: _____

PERMITTEE: VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless

By _____

(Print Name) HAROLD W. DONALD

(Title) EXECUTIVE DIRECTOR - NETWORK

ENVIRONMENTAL ANALYSIS SECTION:

This activity has been determined to be exempt per Section from CEQA per Section 15305 (Minor Alterations) of the Environmental Quality Act (CEQA) on _____

Date: 11/10/2015

By _____

(Print Name) JEFF SZYMANSKI

(Title) SENIOR PLANNER

APPROVED AS TO FORM:

Date: 11/13/15

JAN I. GOLDSMITH, City Attorney

By _____

Melissa Ables, Deputy City Attorney

Exhibit A

Description of Site and Premises

PERMITTEE Site Number: QualComm Stadium SW #3

Location: 9449 Friars Road, San Diego, CA 92108

Assessor's parcel Number: 433-250-13, 16, 19

Legal Description:

Parcel 1:

Those portions of Lots 31, 35 and 45 in the City of San Diego, County of San Diego, State of California, according to Partition Map thereof on file in the Office of the County Clerk of said San Diego County, in Action No. 348, entitled "Juan M. Luco, et al, vs. the Commercial Bank of San Diego, et al", described as follows:

Beginning at the Northwesterly corner of said Lot 45;
Thence along the Northerly line thereof, South 88°48'15" East, 239.02 feet to the Northwesterly corner of land described in Deed to Charles E. Dupont, et ux, recorded June 25, 1964, Recorder's File No. 111113, Series 5, Book 1964 of Official Records being the True Point of Beginning;
Thence South 00°38'01" West, along the Westerly line of said Dupont Land, 261.68 feet to a point on the arc of a 8982.03 foot radius curve, concave Southeasterly, a radial line of said curve bears North 12°50'48" West to said point;
Thence Southwesterly, along the arc of said curve, through a central angle of 04°49'17", a distance of 755.83 feet to the Westerly line of the land described in Deed to Carnation Company, recorded February 2, 1959 in Book 7476, Page 69 of Official Records;
Thence North 00°38'01" West, along said Westerly line, a distance of 16.86 feet to the Northwesterly line of said Lot 31;
Thence along said Northwesterly line South 47°28'35" West, 371.20 feet to the Easterly line of Parcel Map No. 7254 filed in the Office of the County Recorder of San Diego County;
Thence along said Easterly line North 1°05'35" East 50.23 feet to the Northeasterly corner of said Parcel Map;
Thence along the Northerly line of said Parcel Map Westerly along the arc of a 8,890.66 foot radius curve through an angle of 1°48'08.5", a distance of 279.67 feet to the Northwesterly corner of said Parcel Map;
Thence along the Westerly line of said Parcel Map No. 7254 and the prolongation thereof South 1°05'35" West, 321.77 feet to a point in the arc of a 3030.02 foot radius curve, concave Southeasterly in the Northwesterly line of the land described in Deed to the State of California recorded July 2, 1968 Recorder's File No. 111332 of Official Records;
Thence along said Northwesterly line, Westerly along said curve 259.78 feet; and South 54°56'28" West to the Southeasterly line of said Lot 35;
Thence along the Northeasterly, Easterly and Northerly boundary of Camino Del Rio North as described in Deed to the State of California recorded September 11, 1969, Recorder's File No. 166295 of Official Records, as follows:

South 54°56'28" West, 393.85 feet; Northwesterly along the arc of a 170 foot radius curve, concave Northeasterly, through an angle of 92°51'08" a distance of 275.50 feet;
Thence to said curve North 32°12'24" West, 168.35 feet; Northwesterly along the arc of a 230 foot radius curve, concave Southwesterly, through an angle of 101°24'14" a distance of 407.06 feet; and tangent to said curve South 46°23'22" West to the Southwesterly line of said Lot 35;
Thence Northwesterly along said Southwesterly line to the most Westerly corner thereof;
Thence Northeasterly along the Northwesterly line of said Lot 35 to the most Northerly corner thereof;
Thence along the Northeasterly line of said Lot, South 58°07'54" East to the Westerly line of the land described in Deed to the State of California recorded July 15, 1966, Recorder's File No. 115132 of Official Records;
Thence along said Westerly line South 4°20'34" East to the Southerly line of said Lot 35;
Thence Westerly along said Southerly line to the True Point of Beginning.

Parcel 2:

All that portion of Lots 36, 42 and 43 of Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Partition Map thereof on file in Case No. 348 of Superior Court in San Diego County entitled Juan M. Luco, et al, vs., the Commercial Bank of San Diego, et al, lying within the following described boundary:

Beginning at the Southwesterly corner of said Lot 42;
Thence along the Southwesterly lines of said Lots 42 and 43, South 58°07'54" East 1430.86 feet to a point on the arc of a 9259.03 foot radius curve, concave Southeasterly a radial line of which bears North 06°48'18" West to said point;
Thence Northeasterly along the arc of said curve through a central angle of 00°29'05" a distance of 78.33 feet to the Westerly boundary of Murphy Canyon Road;
Thence along said boundary to and along the boundary of Road Survey No. 1533 as follows: North 15°38'54" West 487.26 feet; South 74°21'06" West 12.00 feet; North 15°38'54" West 309.60 feet to the beginning of a tangent 3060.00 foot radius curve, concave Northeasterly; Northwesterly along the arc of said curve through a central angle of 05°36'42" a distance of 299.70 feet; tangent to said curve North 10°02'12" West 179.22 feet to the beginning of a tangent 2548.00 foot radius curve, concave Northeasterly; Northwesterly along the arc of said curve through a central angle of 05°47'50" a distance of 257.81 feet; tangent to said curve North 04°14'22" West 72.93 feet to the beginning of a tangent 352.00 foot radius curve, concave Southwesterly; Northwesterly along the arc of said curve through a central angle of 63°41'34" a distance of 391.30 feet; tangent to said curve North 67°55'56" West 116.79 feet; North 72°13'17" West 97.37 feet and North 21°05'07" East 43.79 feet;
Thence North 72°13'39" West 530.72 feet;
Thence North 00°54'06" East 21.58 feet;

Thence North 79°52'32" West 149.77 feet to a point on the arc of an 8000.00 foot radius curve, concave Southerly a radial line of which bears North 17°57'19" West to said point;
Thence Westerly along the arc of said curve through a central angle of 00°27'10" a distance of 63.22 feet;
Thence South 71°35'31" West 923.84 feet to the beginning of a tangent 1000.00 foot radius curve, concave Northwesterly;
Thence Southwesterly along the arc of said curve through a central angle of 15°24'29" a distance of 268.92 feet;
Thence tangent to said curve South 37°00'00" West 386.11 feet to the beginning of a tangent 1000.00 foot radius curve, concave Southeasterly;
Thence Southwesterly along the arc of said curve through a central angle of 24°47'13" a distance of 432.61 feet;
Thence tangent to said curve South 62°12'47" West 156.54 feet to an intersection with the Westerly line of the land described in Parcel 1 in Deed to the City of San Diego recorded January 3, 1966 as Document No. 121 of Official Records;
Thence along said Westerly line South 05°14'33" East 1744.24 feet to the Northwesterly line of said Lot 35;
Thence along said Northwesterly line North 40°17'08" East 1866.48 feet to the most Northerly corner thereof;
Thence along the Northeasterly boundary of said Lot 35, South 58°07'54" East 1056.17 feet to the Point of Beginning.

Excepting from Lot 42 all oil, gas and other hydrocarbon and mineral substances lying not less than 500 feet below the surface of the land as reserved by San Diego Pipeline Co., by Deeds recorded March 8, 1966 as File Nos. 39319 and 39320.

Also excepting therefrom, the following described parcels:

Parcel 2A:

Commencing at the most Northerly corner of Lot 35, said Rancho Mission of San Diego;
Thence South 40°17'08" West, 1866.48 feet;
Thence North 05°14'33" West, 1744.24 feet to the True Point of Beginning;
Thence North 62°12'47" East, 156.54 feet to a point which a radial of a 1000.00 foot radius curve, concave Southeasterly, bears North 27°47'13" West;
Thence Northeasterly along the arc of said curve, through a central angle of 24°47'13", an arc length of 432.61 feet;
Thence North 87°00'00" East, 386.11 feet to a point to which a radial of a 1000.00 foot radius curve, concave Northwesterly, bears South 03°00'00" East;
Thence Northeasterly, along the arc of said 1000.00 foot radius curve, through a central angle of 15°24'29", an arc length of 268.92 feet;
Thence North 71°35'31" East, 923.84 feet to a point which a radial of a 8000.00 foot radius curve, concave Southeasterly, bears North 18°24'29" West;
Thence Northeasterly, along the arc of said curve, through a central angle of 00°27'10", an arc length of 63.22 feet;

Thence South 79°52'32" East, a distance of 149.77 feet;
Thence South 00°54'06" West, 21.58 feet;
Thence South 72°13'39" East, 530.72 feet;
Thence South 21°05'07" West, 43.79 feet;
Thence South 72°13'17" East, 97.37 feet;
Thence South 67°55'56" East, 116.79 feet to a point to which a radial of a 352.00 foot radius curve, concave Southwesterly, bears North 22°04'04" East;
Thence Southeasterly along the arc of said curve through a central angle of 63°41'34", a distance of 391.30 feet;
Thence South 04°14'22" East, 72.93 feet to a point to which a radial of a 2548.00 foot radius curve, concave Northeasterly, bears South 85°45'38" West;
Thence Southeasterly along the arc of said curve, through a central angle of 05°47'50" an arc length of 257.81 feet;
Thence South 10°02'12" East, 179.22 feet to a point to which a radial of a 3060.00 foot radius curve, concave Northeasterly, bears South 79°57'48" West;
Thence Southeasterly, along the arc of said curve, through a central angle of 05°36'42" an arc length of 299.70 feet;
Thence South 15°38'54" East, 309.60 feet;
Thence North 74°21'06" East, 12.00 feet;
Thence South 15°38'54" East, 487.26 feet to a point to which a radial of a 9259.03 foot radius curve, concave Southeasterly bears North 06°19'13" West;
Thence Southwesterly, along the arc of said curve, through a central angle of 00°29'05" an arc length of 78.33 feet;
Thence North 58°07'54" West, 110.65 feet to a point to which a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East;
Thence Northwesterly, along the arc of said curve, through a central angle of 00°46'17" an arc length of 706.30 feet;
Thence North 15°38'54" West, 101.74 feet to a point to which a radial of a 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West;
Thence Northwesterly and Northerly, along the arc of said curve; through a central angle of 18°07'37" an arc length of 790.94 feet;
Thence North 02°28'43" East, 102.43 feet;
Thence North 67°09'56" West, 74.66 feet;
Thence continuing North 67°09'56" West, 408.34 feet;
Thence North 73°26'35" West, 344.99 feet to a point to which a radial of a 400.00 foot radius curve, concave Southeasterly, bears North 16°33'25" East;
Thence Northwesterly, Westerly and Southwesterly, along the arc of said curve, through a central angle of 52°34'36", an arc length of 422.11 feet;
Thence South 53°58'49" West, 395.86 feet;
Thence South, 120.00 feet;
Thence West, 110.00 feet;
Thence North 10°26'46" West, 194.27 feet;
Thence West, 550.67 feet;
Thence South 87°00'00" West, 350.18 feet to a point to which a radial of 1000.00 foot radius curve, concave Southeasterly, bears North 03°00'00" West;
Thence Southwesterly, along the arc of said curve, through a central angle of 24°47'13", an arc length of 432.61 feet;
Thence South 62°12'47" West, 193.09 feet;

Thence North 05°14'33" West, 70.38 feet, returning to said True Point of Beginning.

Parcel 2B:

Commencing at the most Northerly corner of Lot 35, said Rancho Mission;
Thence South 58°07'54" East 2,376.38 feet to the True Point of Beginning a radial of a 4141.50 foot radius curve, concave Southwesterly, bears North 84°07'23" East to said point;
Thence Northwesterly, along the arc of said curve, through a central angle of 09°46'17" an arc length of 706.30 feet;
Thence North 15°38'54" West, 101.74 feet, to a point to which a radial of a 2500.00 foot radius curve, concave Northeasterly, bears South 74°21'06" West;
Thence Northwesterly and Northerly, along the arc of said curve, through a central angle of 18°07'37", an arc length of 790.94 feet;
Thence North 02°28'43" East, 102.43 feet;
Thence North 67°09'56" West, 74.66 feet;
Thence South 02°28'43" West 128.39 feet to a point to which a radial of a 2570.00 foot radius curve, concave Easterly, bears South 87°31'17" East;
Thence Southerly, along the arc of said curve, through a central angle of 18°07'37" an arc length of 813.08 feet;
Thence South 15°38'54" East, 101.74 feet to a point to which a radial of a 4071.50 foot radius curve, concave Southwesterly bears North 74°21'06" East;
Thence Southeasterly along the arc of said curve, through a central angle of 09°00'17" an arc length of 639.89 feet;
Thence South 58°07'54" East 87.99 feet, returning to said True Point of Beginning.

Assessor's Parcel Number: **433-250-13, 16, 19**

Description of Premises: Verizon Wireless (VZW) will install a new forty foot (40') temporary pole with associated antennas and equipment with pour in place concrete ballast base with the dimensions of (8'w x 8'L x 5'h) with equipment cabinets mounted on & beside Base. VZW's lease area shall be 14'9"w x 13'd and shall include a chain link fence.

Exhibit B:
Site Plans and Equipment

verizon wireless

QUALCOMM TEMPORARY SITE 2015
9449 FRIARS ROAD
SAN DIEGO, CA 92108

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

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

This is a Zoning Use Certificate approval. This does not replace any required construction permits. See approval notes within plan set for more details.

Project Number: 429603, 429607, 429596
Approval Date: 6/16/15
Signed (1st Sheet):

PROJECT INFORMATION:

APPLICANT:
VERIZON WIRELESS
15505 SAND CANYON AVENUE
IRVINE, CA 92618
CONTACT: ROGER HOUSTON
(949) 286-7000

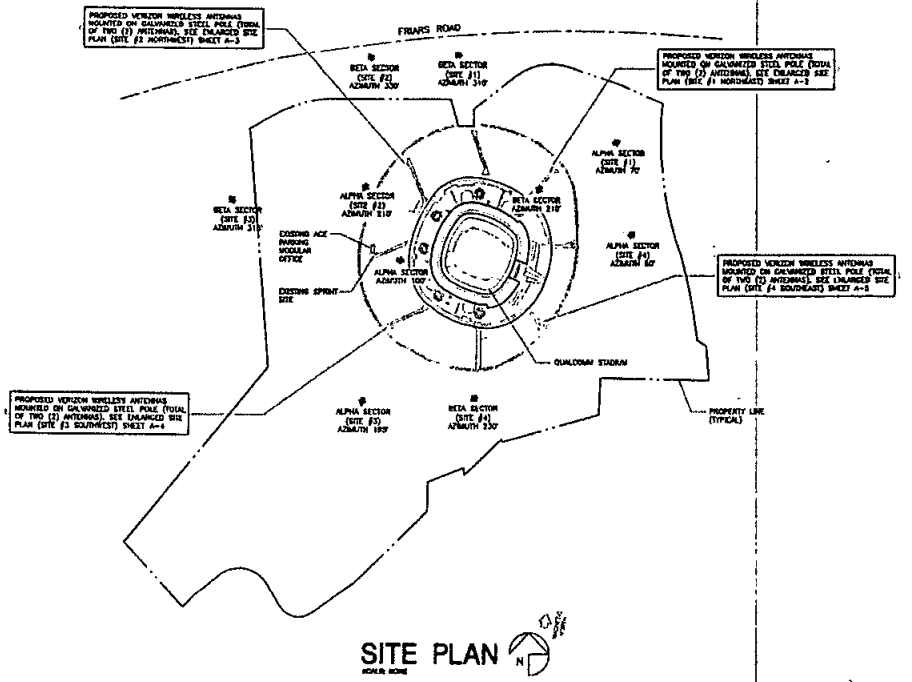
PLANNING REPRESENTATIVE:
CARVER COX
PLANCOM INC.
902 STATE PLACE
ESCONDIDO, CA 92029
(760) 822-3003

SITE ACQUISITION:
SCOTT BAUGHERTY
VERIZON WIRELESS
9665 GRANITE RIDGE DRIVE, SUITE 500
SAN DIEGO, CA 92123
(858) 634-3400

R.F. ENGINEERING REPRESENTATIVE:
VERIZON WIRELESS
15505 SAND CANYON AVENUE
IRVINE, CA 92618
CONTACT: RANDEL KELLER
(949) 286-7016

PROPERTY OWNER:
CITY OF SAN DIEGO / PUBLIC AGENCY

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE INC.
325 CARLSBAD VILLAGE DRIVE,
SUITE B2
CARLSBAD, CA 92008
(760) 434-8474
(760) 434-8396 (FAX)



SITE PLAN
SCALE: NONE

ZONING INFORMATION:

PROJECT DESCRIPTION:
THE PROJECT CONSISTS OF THE TEMPORARY INSTALLATION AND OPERATION OF MULTIPLE CELLULAR WIRELESS TELECOMMUNICATIONS FACILITY

SITE ADDRESS:
9449 FRIARS ROAD
SAN DIEGO, CA 92108

ASSESSOR'S PARCEL NUMBER:
433-290-10

COORDINATES:
LATITUDE: 32° 47' 14.83" N
LONGITUDE: 117° 01' 30.12" W

TOTAL SITE AREA:
131.81 ACRES

PROPOSED PROJECT AREA:
SITE #1 LEASE AREA: APPROX. 400 SQ. FT.
SITE #2 LEASE AREA: APPROX. 196 SQ. FT.
SITE #3 LEASE AREA: APPROX. 283 SQ. FT.
SITE #4 LEASE AREA: APPROX. 196 SQ. FT.
TOTAL LEASE AREA: 981 SQ. FT.

EXISTING ZONING:
MV-CV

JURISDICTION:
CITY OF SAN DIEGO

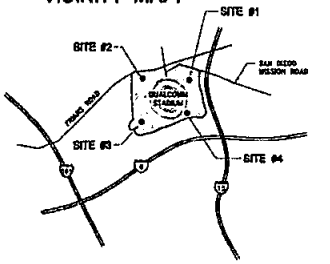
CURRENT USE:
STADIUM

PROPOSED OCCUPANCY:
S-3 AT EQUIPMENT

WATER/SEWAGE:
CITY OF SAN DIEGO

UTILITIES:
ELECTRICAL: SDG&E
TELEPHONE: COX COMMUNICATIONS
FIRE DEPT: CITY OF SAN DIEGO

VICINITY MAP:



BOOTH & SUAREZ
ARCHITECTURE INCORPORATED

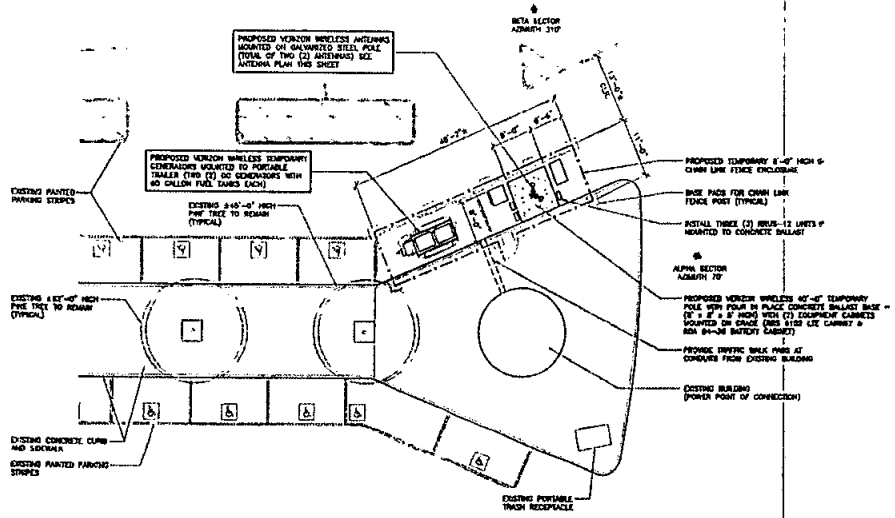
PREPARED FOR
verizon wireless
P.O BOX 19707
IRVINE, CA 92623-9707
(949) 222-7000

PROJECT NAME
QUALCOMM TEMPORARY SITE 2014
9449 FRIARS ROAD
SAN DIEGO, CA 92108
SAN DIEGO COUNTY

DRAWING DATES
01/06/14 REMP REVIEW (r1)
05/13/14 REVISED 2DP1 (r1)

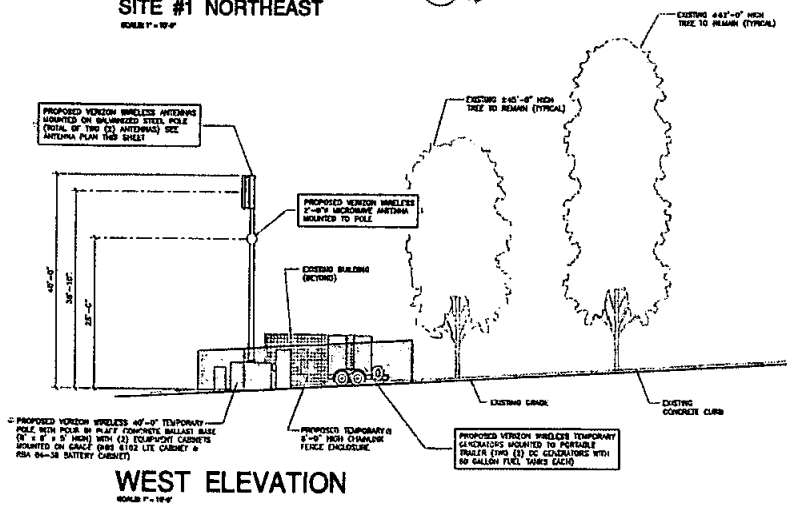
SHEET TITLE
SITE PLAN
PROJECT INFORMATION
&
VICINITY MAP

A-1



ENLARGED SITE PLAN
SITE #1 NORTHEAST

SCALE: 1" = 10'-0"



WEST ELEVATION

SCALE: 1" = 10'-0"

SITE #1 NORTHEAST: ANTENNA AND COAXIAL CABLE SCHEDULE

VERIZON ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	DIAPLEXT	BODY ANGLE	TOWER MARKER	NO. OF COAXIAL CABLES (5)	COAX CABLE LENGTH (+ / - 5') (1)	JUMPER LENGTH (+ / - 3') (2)	COAX SIZE
ALPHA	EAST	70°	AMPHENOL: CYYX065X18000	6'	--		3	60'-0"	6'	7/8"
BETA	NORTH-WEST	310°	AMPHENOL: CYYX065X18000	6'	--		3	60'-0"	6'	7/8"

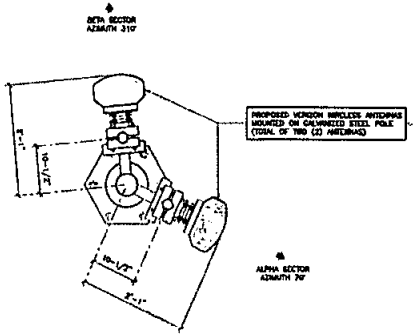
NOTES:
1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE.
2. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED ROUTE AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ANTENNA WITH VERIZON WIRELESS.
4. AMPHENOL: CYYX065X18000 - 75.0" LONG x 7.0" DEEP x 12.1" WIDE - WEIGHT: 36.7 LBS.
5. INSTALL 7/8" POWER/FIBER CABLES. VERIFY WITH VERIZON WIRELESS RF ENGINEER

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

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

This is a Zoning Use Certificate approval. This does not replace any required construction permits. See approval notes within plan set for more details.

Project Number: 429588
Approval Date: 6/16/15
Signed (1st Sheet):



ANTENNA PLAN

SCALE: 1" = 1'-0"

BOOTH & SUAREZ

PREPARED FOR

verizon wireless

P.O. BOX 19707
IRVINE, CA 92623-9707
(949) 222-7000

PROJECT NAME

QUALCOMM TEMPORARY SITE 2014

9449 FRIARS ROAD
SAN DIEGO, CA 92108
SAN DIEGO COUNTY

DRAWING DATES

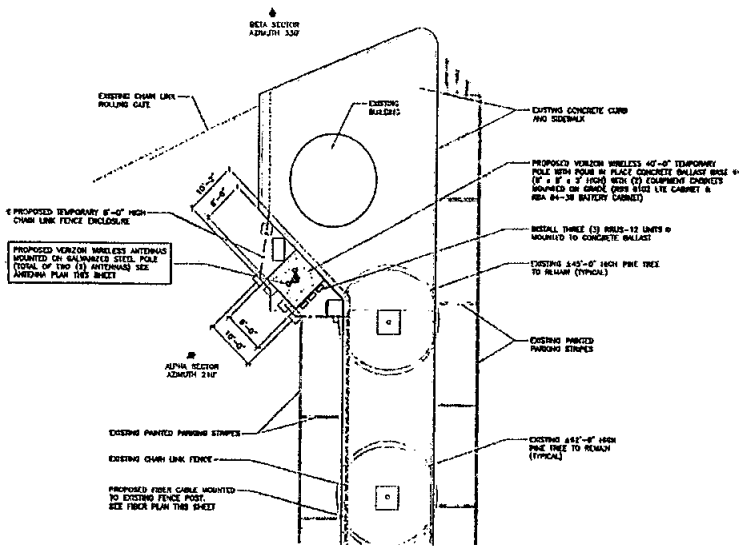
04/08/14 TEMP REVIEW (#1)
05/13/14 REVISED PER (#1)

SHEET TITLE

SITE #1 NORTHEAST ENLARGED SITE PLAN, ANTENNA PLAN & EXTERIOR ELEVATION

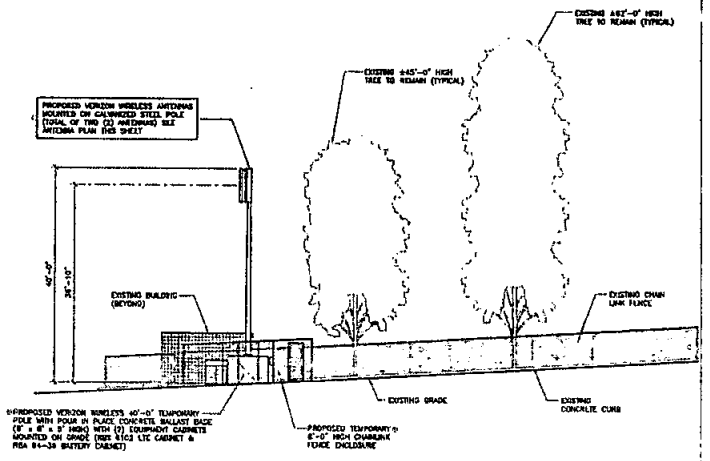
PROJECT\verizon\1409724

A-2



ENLARGED SITE PLAN (NORTHWEST #2)

SCALE 1" = 10'-0"

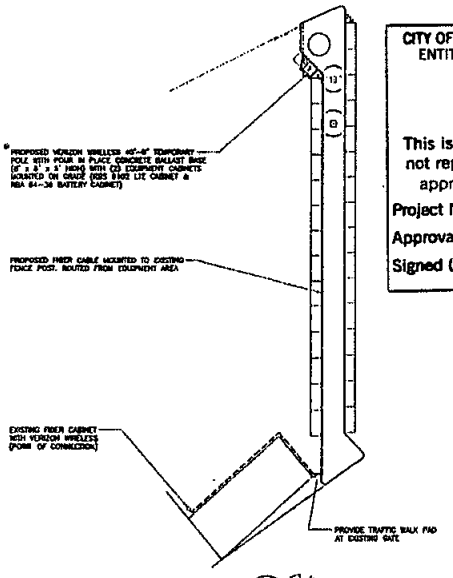


WEST ELEVATION

SCALE 1" = 10'-0"

SITE #2 NORTHWEST: ANTENNA AND COAXIAL CABLE SCHEDULE									
SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	DOWNTILT	ZOOM ANGLE	SIGNAL NUMBER	NO. OF COAXIAL CABLES	COAX CABLE LENGTH (+ / - 5')	JUMPER LENGTH (+ / - 5')	COAX SIZE
ALPHA1	EAST	210°	AMPHENOL: CWH080X319000	0°	-		2	60'-0"	6'	7/8"
BETA1	NORTHWEST	330°	AMPHENOL: CWH080X316200	0°	-		2	60'-0"	6'	7/8"

NOTES:
1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE
2. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED ROUTE AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ANTENNA WITH VERIZON WIRELESS.
4. AMPHENOL: CWH080X319000 76.0" LONG x 7.0" DEEP x 13.1" WIDE WEIGHT: 36.7 LBS.
5. INSTALL 7/8" POWER/FIBER CABLES. VERIFY WITH VERIZON WIRELESS RF ENGINEER



FIBER PLAN (NORTHWEST #2)

SCALE 1" = 10'-0"

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

APPROVED EXHIBIT

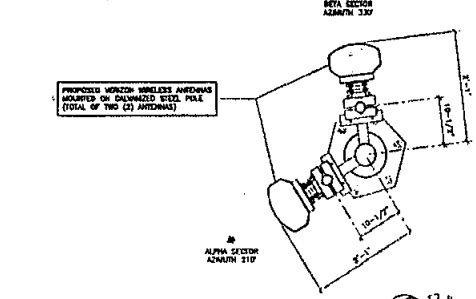
PROCESS 1 APPROVAL

This is a Zoning Line Certificate approval. This shall not replace any required construction permits. See approval notes within plan set for more details.

Project Number: 429596

Approval Date: 6/4/15

Signed (1st Sheet):



ANTENNA PLAN

SCALE 1" = 1'-0"

BOOTH & SUAREZ
ARCHITECTURE & INCORPORATED

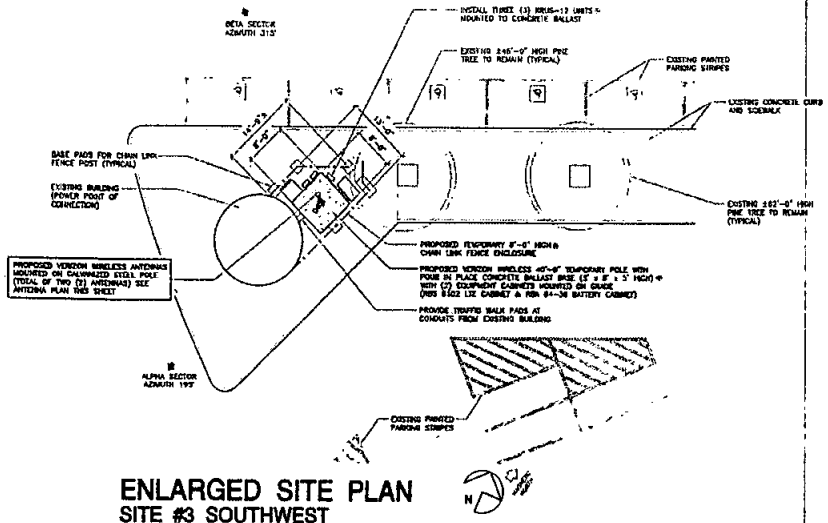
PREPARED FOR
verizon wireless
P.O. BOX 19707
IRVINE, CA 92623-9707
(949) 724-7000

PROJECT NAME
QUALCOMM TEMPORARY SITE 2014
9449 FRIARS ROAD
SAN DIEGO, CA 92108
SAN DIEGO COUNTY

DRAWING DATES
04/08/14 TEMP REVIEW (1)
06/13/14 REVISED ZD&I (1)

SHEET TITLE
SITE #2 NORTHWEST ENLARGED SITE PLAN, ANTENNA PLAN & EXTERIOR ELEVATION

A-3



ENLARGED SITE PLAN
SITE #3 SOUTHWEST

SCALE 1" = 30'-0"

SITE #3 SOUTHWEST:			ANTENNA AND COAXIAL CABLE SCHEDULE							
SECTOR/ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	DOWNTILT	BEAM WIDTH	SERIAL NUMBER	NO. OF COAXIAL CABLES (3)	COAXIAL CABLE LENGTH (+/- 5%) (+/- 3%)	JUMPER LENGTH	COAX SIZE
ALPHA1	EAST	195°	AMPHENOL: CWH0063X18000	0°	-		2	80'-0"	6'	7/8"
BETA1	NORTHWEST	315°	AMPHENOL: CWH0063X18000	0°	-		2	60'-0"	6'	7/8"

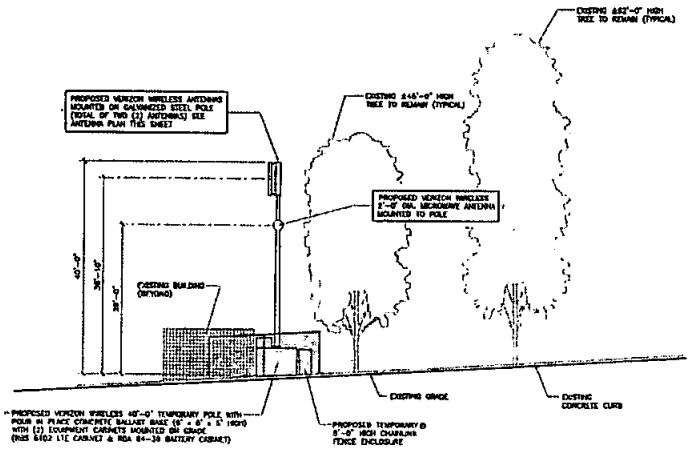
NOTES:
1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE
2. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED ROUTE AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ANTENNA WITH VERIZON WIRELESS
4. AMPHENOL: CWH0063X18000 75.9" LONG x 7.9" DEEP x 12.1" WIDE WEIGHT: 34.7 LBS.
5. INSTALL 7/8" POWER/FIBER CABLES. VERIFY WITH VERIZON WIRELESS RF ENGINEER

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

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

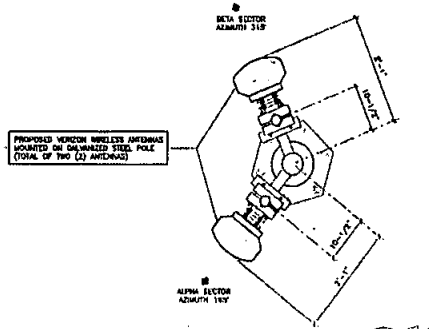
This is a Zoning Use Certificate approval. This does not replace any required construction permits. See approval notes within plan set for more details.

Project Number: 429003
Approval Date: 6/16/15
Signed (1st Sheet): DC



WEST ELEVATION

SCALE 1" = 30'-0"



ANTENNA PLAN

SCALE 1" = 1'-0"

BOOTH & SUAREZ
ARCHITECTURE & INCORPORATED

PREPARED FOR
verizon wireless
P.O. BOX 19707
IRVINE, CA 92623-9707
(949) 222-7000

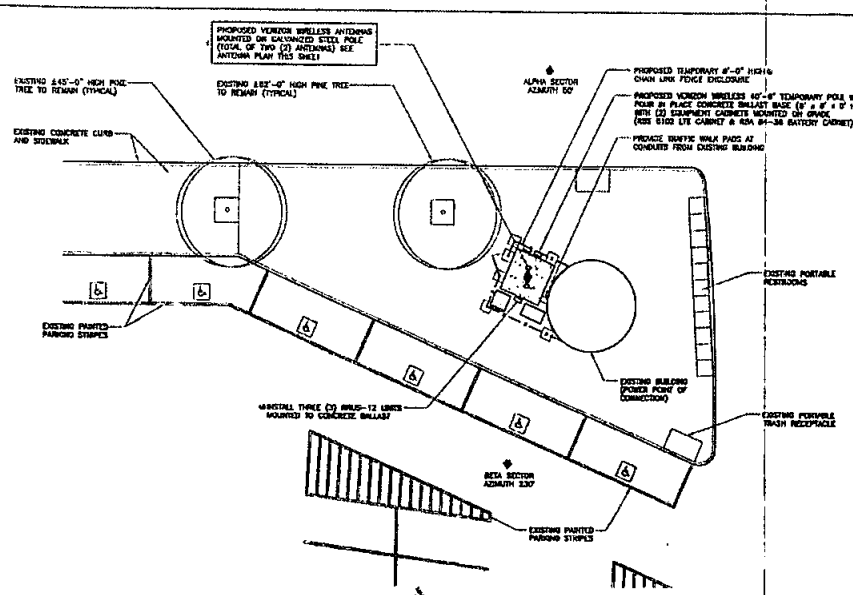
PROJECT NAME
QUALCOMM TEMPORARY SITE 2014
9449 FRIARS ROAD
SAN DIEGO, CA 92108
SAN DIEGO COUNTY

DRAWING DATES
04/08/14 ITEM REVIEW (H)
05/13/14 REVISED ZD#1 (H)

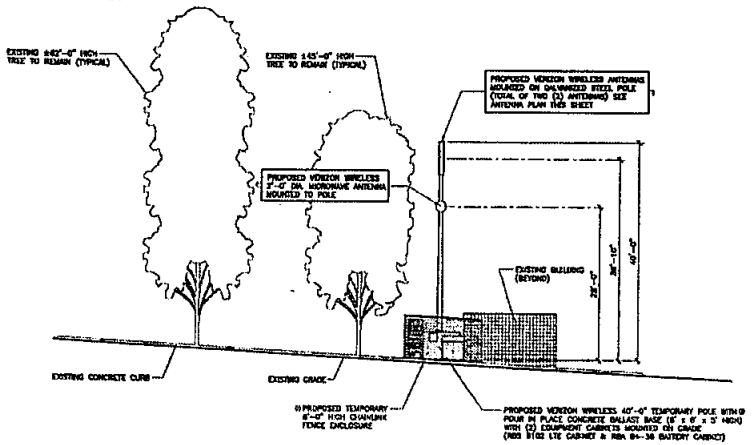
SHEET TITLE
SITE #3 SOUTHWEST ENLARGED SITE PLAN, ANTENNA PLAN & EXTERIOR ELEVATION

PROJECTS\verizon\429003

A-4



ENLARGED SITE PLAN
SITE #4 SOUTHEAST



WEST ELEVATION

SITE #4 SOUTHEAST: ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	DIMENSIONS	ANTENNA DOWN TILT	MANUFACTURER PART NUMBER	NO. OF COAX CABLES	COAX CABLE LENGTH (+/- 5')	JUMPER LENGTH (+/- 2')	COAX SIZE
ALPHA1	NORTHEAST	50°	AMPHENOL CWH065X19000	0"	-		3	57'-0"	6'	7/8"
BETA1	SOUTHWEST	330°	AMPHENOL CWH065X19000	0"	-		3	90'-0"	6'	7/8"

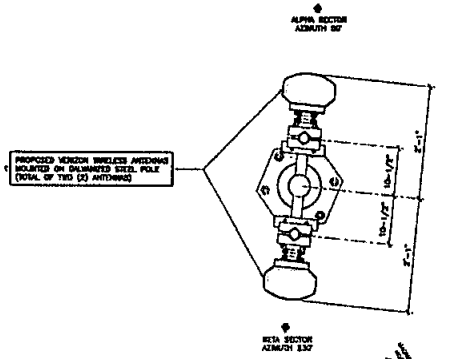
NOTES:
1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE
2. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED ROUTE AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ANTENNA WITH VERIZON WIRELESS.
4. AMPHENOL CWH065X19000 75.0" LONG x 7.8" DEEP x 12.1" WIDE WEIGHT: 86.7 LBS.
5. INSTALL 7/8" POWER/FIBER CABLES. VERIFY WITH VERIZON WIRELESS RF ENGINEER

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

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

This is a Zoning Use Certificate approval. This does not replace any required construction permits. See approval notes within plan set for more details.

Project Number: 429607
Approval Date: 6/16/15
Signed (1st Sheet):



ANTENNA PLAN

BOOTH & SUAREZ ARCHITECTURE INCORPORATED

PREPARED FOR
verizon wireless
P.O. BOX 19707
IRVINE, CA 92623-9707
(949) 272-7000

PROJECT NAME
QUALCOMM TEMPORARY SITE 2014
9449 FRIARS ROAD
SAN DIEGO, CA 92108
SAN DIEGO COUNTY

DRAWING DATES
04/04/14 TEMP REVIEW (#)
05/13/14 REVISED 2081 (A)16

SHEET TITLE
SITE #4 SOUTHEAST ENLARGED SITE PLAN, ANTENNA PLAN & EXTERIOR ELEVATION

PROJECTS\-wireless\140970d

A-5

THE CITY OF SAN DIEGO

June 16, 2015

DEVELOPMENT SERVICES ACTION:

It has been determined by Development Services that this proposal complies with Section 141.0420, Wireless Communication Facilities, and Section 123.0401, Temporary Use Permits, of the City of San Diego's Land Development Code. This proposal has been determined to be exempt per Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines (the activity is not a project as defined in Section 15378).

Development Services grants **APPROVAL** of your application subject to the following:

Approval Type:	Temporary Use Permit
Approval No.:	1502943
Project Name:	Verizon Qualcomm Temp SW #3
Project No.:	429603
Site Address:	9449 Friars Road
Effective Date:	**July 1, 2015**
Expiration Date:	**December 28, 2015** (180 days from 7/1/15)

1. The facility shall be constructed in accordance with the approved Exhibit "A," dated June 16, 2015. No modification or alteration shall be permitted to the approved Exhibit "A" unless revised plans are submitted and approved by Development Services.

2. The approval permits a temporary antenna installation, consisting of two panel antennas, and one microwave dish antenna, mounted to a 40-foot tall pole in the Qualcomm Stadium parking lot. Two equipment cabinets would be located adjacent to the pole in a fenced enclosure.

3. No overhead cabling is allowed for this project.

4. No exposed pipes or mounting apparatus absent antennas shall be installed at any time. Mounting pipes shall not be longer than the antennas.

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

6. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.

7. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days.

8. This approval and corresponding use of this site shall **expire on December 28, 2015.** 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 unless the applicant of record files a new application for a facility which will be subject to compliance with all regulations in effect at the time.

   LDC Section 123.0404(b) requires:

   The approval of the proposed use would result in no more than two Temporary Use Permits for the same use at the same location in any 365-day period.

   LDC Section 123.0406 states:

   The expiration date shall not exceed 180 days after the effective date for wireless communication facilities.

9. 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.

INFORMATION ITEM ONLY:
Please note that an **Administrative Planning Hold** 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) 446-5351** 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.

Karen Lynch
Development Project Manager

Exhibit C:
Interference Protection Requirements

a. Interference. Prior to the Effective Date or at anytime during the Term of this Lease, PERMITTEE 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 PERMITTEE's Operations; transmission frequencies that are currently being operated at the Stadium, 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 Stadium 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 Stadium.

(1) PERMITTEE shall notify all permittees/lessees/users at the Stadium 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 Stadium 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, PERMITTEE 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 PERMITTEE 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 PERMITTEE under the following technical conditions:

(1) The PERMITTEE's transmitting and/or receiving equipment shall be of the type planned for final use at the Stadium.

(a) The transmitted RF power shall be the maximum to be used and authorized at the Stadium.

(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 PERMITTEE's electronic equipment.

(3) All tests shall include testing with all frequencies planned for use by the PERMITTEE at the Stadium.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by PERMITTEE shall not directly or indirectly result in degraded technical performance of the CITY's existing radio equipment installed at the Stadium 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

PERMITTEE 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 Stadium or in the nearby surrounding area as a result of PERMITTEE's Operations, PERMITTEE 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 approval or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between PERMITTEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of CITY withholding approval and PERMITTEE waives any claim for expense or loss which PERMITTEE might incur as a result of CITY withholding approval.

TECHNICAL DATA SUMMARY

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

DATE: August 13, 2015

LOCATION: 9449 Friars Rd, San Diego, CA 92108

APPLICANT: Verizon Wireless

CALL SIGN: WQJQ694, KNKA236. KNLH 439, WQCS440

CONTACT NAME: Mike Zeller

PHONE: 858-467-2593

TRANSMITTER	RECEIVER
Manufacture: Ericsson	Manufacture: Ericsson
Model , RBS 6000 Series	Model RBS 6000 Series,
Emission: 700 LTE, AWS LTE	Radiated ERP: 1583 watts, 3158 watts

Transmit Frequency	Receiver Frequency	CTCSS or DCS
1. 746-756 MHz	1.777-787 MHz	1._____
2. 2140-2155MHz	2. 1740-1755 MHz	2._____
3. _____	3._____	3._____
4. _____	4._____	4._____

ANTENNA TRANSMIT CAVITY FILTER ISOLATOR

Make: AMPHENOL

Model/Type: CWWX063X19G00 Gain: 12.5, 15.4 dBd Azimuth: 70, 310

REMARKS: SW#3 TEMP

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Stadium. Bottom section is to be completed by each existing Stadium 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 D:
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 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 at the Stadium may at times require shutdown to allow maintenance personnel to access the antenna structure.

l. PERMITTEEs 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 E:
Emergency Maintenance Procedures

If PERMITTEE discovers that any of the antennas or related equipment on the Temporary Communications Facility are damaged, PERMITTEE shall immediately notify **CITY's Station 38 at (619) 527-7660.**

If CITY discovers that any of the antennas or related equipment on the Temporary Communications Facility are damaged, CITY shall immediately notify **PERMITTEE's Network Operation Call Center at 800 264-6620.**

If PERMITTEE'S Operations cause any interference to CITY'S telecommunication equipment and/or system, CITY may require the Mobile Unit to be moved to another location at the Stadium.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic in conducting PERMITTEE'S Operations.

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 Permit.

THE CITY OF SAN DIEGO

Date of Notice: October 23, 2015

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP 12002000

PROJECT NAME/NUMBER: Qualcomm Verizon Right of Entry Permit/N/A

COMMUNITY PLAN AREA: Mission Valley Community Plan

COUNCIL DISTRICT: 7

LOCATION: 9449 Friars Road, San Diego, CA (within the Qualcomm parking lot)

PROJECT DESCRIPTION: The project is the approval of four (4) Right of Entry permits that would allow the installation and operation of four (4) temporary Wireless Communication Facilities (WCF) each one consisting of two (2) panel antennas and one (1) microwave dish mounted to a 40-foot pole. Two (2) equipment cabinets would be located adjacent to the pole in a fenced enclosure. The construction and installation of the improvements were previously analyzed and were determined to be ministerial. All work would be located within the parking lot of Qualcomm Stadium.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Real Estate Assets

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15305 (Minor Alterations)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: Environmental Analysis Section, City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION The City of San Diego determined that the project would qualify to be categorically exempt from CEQA pursuant to Section 15305 (Minor Alterations). This exemption allows for minor alterations to land as long as the site is in an area with an average slope not exceeding 20% and does not contain sensitive resources. Since the project area is flat and the lease area is developed the exemption is appropriate and the exceptions listed in CEQA Section 15300.2 would not apply.

CITY CONTACT:	Enza Charles
MAILING ADDRESS:	1200 3rd Ave., Ste. 1700 San Diego, CA 92101
PHONE NUMBER:	(619) 236-6052

On October 23, 2015 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice and therefore the appeal period would end on November 6, 2015. The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

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Posted OCT 22 2015 ml

Removed NOV 09 2015

Posted by myralle