The City of
SAN DIEGO

Real Estate Assets Department

August 21, 2020

MS-KSOPHT0101-Z2650
Site ID: SD03XC167
Property Services Manager
Sprint PCS Assets, LLC
6391 Sprint Parkway
Overland Park, KS 66251-2650

RE: Assignment Notification - City of San Diego Telecommunications Lease between City of San Diego and Sprint PCS Assets, L.L.C. effective November 1, 2015

Dear Property Services Manager:

This letter is a follow-up to our letter dated July 13, 2020, in which you were advised that the City of San Diego would be assigning the above-referenced lease to the Board of Trustees of the California State University, the State of California acting in its higher education capacity on behalf of San Diego State University (SDSU) as a condition of the sale of the SDCCU Stadium site located at 9449 Friars Road, San Diego, CA 92108 (Stadium Property) to SDSU. Please be advised that on August 13, 2020, the City and SDSU closed escrow and the ownership and operation of the Stadium property, along with all of the City's rights and obligations under the above-referenced lease have been assigned to and assumed by SDSU.

This letter serves as notification that the above-referenced Telecommunications Lease Agreement between Sprint PCS Assets, L.L.C. and the City of San Diego is assigned to SDSU effective August 13, 2020. All future rental payments or other payments owed under the Lease to SDSU shall be mailed or delivered to the following address:

SDSU - Accounts Payable
5500 Campanile Drive
San Diego CA 92182-1611

Please contact Gina Jacobs at SDSU with any further questions:

Gina Jacobs
Associate Vice President
Mission Valley Development
San Diego State University
619-594-4563
gina.jacobs@sdsu.edu

If you have any questions, please feel free to give me a call at (619) 236-7031.

Best Regards,

Kristin Geitz
Interim Director, Real Estate Assets

Electronic version of this notice emailed to: Mary Hamilton, Mary.Hamilton@t-mobile.com
Hard-copy of this notice mailed to: Sprint PCS Assets – Property Services Manager, 6391 Sprint Parkway, Overland Park, KS 66251

Network Real Estate
Mailstop: KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

Website: https://CitySolutions.Sprint.com
Toll Free: (800) 357-7641

Sprint

ESTOPPEL CERTIFICATE

To: The City of San Diego Real Estate Assets Department
Attn: Cybele L. Thompson
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101

Date: July 29, 2020

Re: City of San Diego Telecommunications Lease dated November 1, 2015 (the "Agreement") by and between Sprint PCS Assets LLC, a Delaware limited liability company ("Lessee") and The City of San Diego, a California municipal corporation ("City").

Lessee's Site Reference: SD03XC167-A
Site Address: Qualcomm Stadium Parking Lot, 9449 Friars Road, San Diego CA

To Whom It May Concern:

It is our understanding that you own, are purchasing, may take or have taken an assignment of the Agreement, or have committed to place a mortgage or a deed of trust on that certain property located in the City of San Diego, County of San Diego, State of California, commonly known as 9449 Friars Road, San Diego, CA 92108 – APN: 433-250-16-00, and as a condition thereto you require this Certification from the undersigned. Lessee hereby certifies the following with the understanding and agreement by the Requesting Party that this Certification is based upon Lessee's actual knowledge and without Lessee having conducted any investigation and as of the date hereof:

1. The Agreement is in full force and effect and, except as permitted by the Agreement, Lessee has not assigned or transferred the Agreement. The Agreement represents the entire agreement between the parties with respect to the subject matter and has not been modified, altered, or amended, in writing or orally.

2. To Lessee's actual knowledge, all of the work to be performed by City under the Agreement has been completed, and City has paid all contributions, if any, for improvements to the leased premises.

3. To Lessee's actual knowledge, no uncured notice of default has been delivered to City or received by Lessee from City.

4. The Term of the Agreement commenced on November 1, 2015 and it expires on October 31, 2025.

5. The current annual rent payable under the Agreement is Forty Three Thousand Six Hundred Five and 88/100 Dollars ($43,605.88) and the rent, together with all charges due under the Agreement, has been paid through October 31, 2020.

6. There are no offsets or credits against the rent or additional rent, nor has any rent or additional rent been prepaid more than one (1) month.

7. A security deposit is not required under the Agreement.

8. The undersigned representative of Lessee is duly authorized to execute this Certificate on behalf of Lessee.

Lessee:
Sprint PCS Assets LLC, a Delaware limited liability company

By: Brandi Lehman

Name: Brandi Lehman

Title: Real Estate Manager III

The City of
SAN DIEGO
Real Estate Assets Department

July 13, 2020

MS-KSOPHT0101-Z2650
Site ID: SD03XC167
Property Services Manager
Sprint PCS Assets, LLC
6391 Sprint Parkway
Overland Park, KS 66251-2650

RE: Assignment Notification - City of San Diego Telecommunications Lease between City of San Diego and Sprint PCS Assets, L.L.C. effective November 1, 2015

Dear Property Services Manager:

As you may be aware, the City Council has approved the Real Property Purchase and Sale Agreement between the City of San Diego and the Board of Trustees of the California State University, the State of California acting in its higher education capacity on behalf of San Diego State University (SDSU) regarding the sale of the SDCCU Stadium (formerly known as Qualcomm Stadium) site located at 9449 Friars Road, San Diego, CA 92108 (Purchase Agreement). The City expects to execute the Purchase Agreement on or about July 31, 2020, with the close of escrow and transfer of ownership of the Premises to SDSU occurring within ten (10) business days thereafter.

This letter serves as notification that the above-referenced Telecommunications Lease Agreement between Sprint PCS Assets, L.L.C., and the City of San Diego, effective November 1, 2015 (Lease), will be assigned to SDSU and SDSU will assume all of the City's obligations under the Lease concurrent with the close of escrow.

Enclosed please find an Estoppel Certificate. Please complete the Estoppel Certificate, and then sign, date, and return it to me no later than July 30th. Following the close of escrow, the City will confirm that the Lease has been assigned and will provide the contact information for SDSU for all future communications.

If you have any questions, please feel free to give me a call at (619) 236-6145.

Best Regards,

Cybele L. Thompson, RPA, FMA, CCIM, LEED AP
Director, Real Estate Assets

Electronic version of this notice emailed to: Mary Hamilton, Mary.Hamilton@t-mobile.com
Hard-copy of this notice mailed to: Sprint PCS Assets – Property Services Manager, 6391 Sprint Parkway
Overland Park, KS 66251



CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE

between

THE CITY OF SAN DIEGO

and

SPRINT PCS ASSETS, LLC

At
Qualcomm Stadium Parking Lot
9449 Friars Road, San Diego CA

(SD03C167)

CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE

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

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

1. DEFINITIONS.

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

1.1. "Approved Monument" – the CITY-approved monument installed by LESSEE on the "Premises" (defined below) and approved by CITY for LESSEE'S use as provided herein. The Approved Monument is for the primary purpose of providing an architectural feature on the Site (defined below), but shall also have the purpose of accommodating LESSEE'S Operations (defined below) on the Premises during the Term (defined below) of this Lease.

1.2. "Communications Equipment" – includes, but is not limited to, antenna structures, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources, and related fixtures, more particularly described in Exhibit B.

1.3. "Hazardous Substances" – those hazardous substances listed by the Environmental Protection Agency ("EPA") in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances.

1.4. "LESSEE'S Operations" – LESSEE'S development, occupancy, use, and/or maintenance of the "Premises" (defined below) and "Site" (defined below).

1.5. "Premises" – that certain parcel of City-owned real property located in the City of San Diego, County of San Diego, State of California, more particularly described in Exhibit A.

1.6. "Site" – that certain portion of the "Premises" (defined below) used by LESSEE, more particularly described in Exhibit A.

2. LEASED PROPERTY.

2.1. Lease of Site. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Site.

2.2. Access to Site. Unless otherwise provided, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Premises on a 24-hour, non-exclusive basis to access the Site.

2.3. Memorandum of Lease. Upon LESSEE'S request, CITY shall execute and deliver to LESSEE a "Memorandum of Lease," substantially in the form attached hereto as Exhibit C, which LESSEE may record in the Office of the San Diego County Recorder.

3. USES.

LESSEE shall use the Site solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, maintaining, operating, and removing, all at LESSEE'S sole cost and expense, a wireless communication facility on the Site, including, without limitation, LESSEE'S Communications Equipment.

3.1. Continuous Use. LESSEE shall continuously occupy and use the Site throughout the "Term" (defined below) of this Lease.

3.2. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease.

4. TERM.

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. "Lease Year" shall mean each twelve (12) month period during the Term, commencing on the month and day of the Effective Date and continuing to the same month and day of the following year, minus one (1) calendar day.

4.1. Holdover. LESSEE may not continue in possession of the Site past the expiration or earlier termination of this Lease. Any extension of the Term shall require approval by the City Council pursuant to San Diego Municipal Code Section 220901(c).

4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from LESSEE'S Operations, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of LESSEE'S Operations. LESSEE shall surrender the Site in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

LESSEE shall pay to CITY rent in the amount of $38,000 (thirty eight thousand dollars) per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows:

Lease Year Two	$39,330.00

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

The above rent schedule reflects an annual rent escalation equal to three and one-half percent (3.5%) above the annual rent for each preceding Lease Year. For the sixth through the tenth Lease Years, the rent may be adjusted upward pursuant to the "Market Rent Adjustments by Appraisal" section, below. The calculations of any sum under this section shall be based on a 30-day month.

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

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

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

or hand delivered to:

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

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

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

5.4. Delinquent Rent. If LESSEE fails to pay Rent when due, LESSEE shall pay, in addition to the unpaid Rent, five percent (5%) of the delinquent Rent. If the Rent is still unpaid after fifteen (15) days past due, LESSEE shall pay an additional five percent (5%) (being a total of ten percent (10%)), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of Rent be less than Twenty-Five Dollars ($25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

5.5. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site available to CITY for inspection at a reasonable location and time so that CITY can determine LESSEE'S compliance with this Lease. LESSEE'S failure to keep and maintain records and make them available for inspection by CITY shall be a default of this Lease. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease. This section shall survive the expiration or earlier termination of this Lease.

6. QUIET POSSESSION.

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

7. INSURANCE.

LESSEE shall 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 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 personal injury, including death, and property damage with limits of at least Two Million Dollars ($2,000,000) per occurrence, subject to an annual aggregate of at least 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. All defense costs shall be outside the limits of the policy.

(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 Two Million Dollars ($2,000,000) 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 Two Million Dollars ($2,000,000), and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.

(d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

7.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy must be endorsed to include as an additional insured "The City of San Diego and its elected officials, officers, employees, representatives and agents" 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 Site.

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

7.1.3 Severability of Interest. Each policy will provide that LESSEE's insurance will 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-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (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.

7.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE.

7.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term. The policies shall be kept in force for the duration of the Term. Prior to 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 notify CITY and 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, Lessee agrees to work with the City in the future to come to a commercially reasonable agreement of the amounts of Insurance to be required, should City reasonably believe that additional insurance or amount of insurance, above those noted in this Section 17, may be required 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 report to CITY any accident causing property damage or injury to persons on the Site 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.

7.1.9 Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property related to the Allowed Uses of the Site under this Lease or the Site in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

8. ACCEPTANCE OF SITE.

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

9. SITE PLANS.

LESSEE shall develop the Site in accordance with plans approved by CITY'S Development Services Department and attached as Exhibit B. CITY may, in its sole discretion, authorize changes to such plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with READ. LESSEE'S failure to comply with the approved plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site (with the exception of necessary maintenance and/or repairs) without CITY'S prior written consent. LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY'S prior written consent.

10.1. Landscaping. If required in the approved site plans set forth in Exhibit B, LESSEE shall install landscaping and irrigation (collectively, "Landscaping") on the Site in conformance with the description of the Site and Premises set forth in Exhibit A and the approved site plans set forth in Exhibit B. The installation of irrigation shall include connection to CITY'S existing irrigation system at the Site. LESSEE shall maintain the Landscaping installed on the Premises or Site to the reasonable satisfaction of CITY'S Park and Recreation Department for a period of two (2) years from the date the Landscaping is installed on the Premises or Site in conformance with the approved site plans set forth in Exhibit B (i.e., the date the installation of the Landscaping passes final inspection by CITY), except that CITY will be responsible for watering the Landscaping during this two-year period. After the two-year period, CITY will maintain the Landscaping installed on the Premises or Site for the remainder of the Term.

10.2. Upgrading. If changes in technology occur during the Term that require LESSEE to upgrade the Communications Equipment, LESSEE may perform such upgrading, provided that: (1) LESSEE obtains CITY'S prior written consent; (2) the upgrading does not damage or interfere with any adjacent improvements on the Site; and (3) the upgrading complies with the requirements set forth in Exhibit D.

10.3. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.

10.4. Repair and Restoration. These provisions shall not relieve LESSEE of any obligation under this Lease to maintain the Site in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements.

11. COMPETENT MANAGEMENT.

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

12. COMPLIANCE WITH LAWS AND POLICIES.

12.1. General. LESSEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.

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

12.3. Water Quality - Best Management Practices. The CITY AND LESSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the LESSEE's responsibility to identify and implement an effective combination of BMP's so as not to cause pollutant discharges to the storm drain system in violation of Section 43.03, Stormwater Ordinance.

Therefore, LESSEE shall, at a minimum, implement and comply, as applicable, with the BMP's for industrial and commercial facilities adopted under San Diego Municipal Code Section 43.0307(a).

It is ultimately the LESSEE's responsibly to prevent pollutant discharges to the storm drain system. Therefore, the LESSEE will identify and implement any additional BMP's that may be required to avoid the discharged of pollutants to the storm drain system from the Site.

12.4. Equal Benefits. LESSEE shall comply with SDMC sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. To the extent so required by the SDMC, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease.

13. TELECOMMUNICATIONS PROVISIONS.

13.1. Entire Installation. LESSEE represents and warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation, which LESSEE shall update from time to time upon CITY'S request.

13.2. Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any portion of the Site casually accessible by the general public or by any worker at

ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any portion of the Site discovered by LESSEE to exceed such federally mandated limits. LESSEE shall not hold CITY responsible for its radiation levels found to exceed such limits. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any equipment installed on the Site may, at times, require shutdown to allow maintenance on antenna structures. LESSEE shall allow shutdown periods when required for such maintenance, provided CITY uses reasonable efforts to ensure that the shutdowns do not occur during peak hours of operation. 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. LESSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. LESSEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days before the change.

13.3. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D, which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or RF interference with any CITY-authorized equipment on the Site, provided that the installation and operation of such CITY-authorized equipment pre-dates the installation of the Communications Equipment at the Site.

13.4. Industry Standards. LESSEE shall perform all Communications Equipment installations, modifications, and maintenance 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, installations on CITY property shall comply with the following supplemental requirements:

13.4.1. LESSEE shall remove all trash and debris from the Site at the end of each workday and upon completion of a project;

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

13.4.3. 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 on the Site; and

13.4.4. LESSEE shall comply with the requirements set forth in Exhibit E with respect to any Communications Equipment installation or modification. CITY may, in its sole discretion, update Exhibit E from time to time.

13.4.5. LESSEE shall, at its sole cost and expense, maintain or repair the roof or any part of the facility damaged as part of their access for installation, repair and maintenance throughout the Term.

13.5. Collocation. If the Site is a shared site, LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) on the Site without CITY'S prior written consent.

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

13.7. Site Access and Security. If the Site is located on Water Department property, LESSEE shall comply with the procedures described in Exhibit G, which may be updated from time to time in CITY'S sole discretion. LESSEE'S failure to comply with such procedures shall be a default of this Lease.

13.8. CITY Water Tanks. If any Communications Equipment is attached to CITY water tanks, upon CITY'S request, LESSEE shall immediately repair the water tanks at the attachment location, re-attach loose Communications Equipment, or otherwise change the attachment method as CITY may reasonably direct. LESSEE shall temporarily remove its Communications Equipment from CITY water tanks during periods of water tank maintenance and painting.

14. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Site. LESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE'S Operations. LESSEE shall keep the Site clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Site is damaged by any cause that puts the Site into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Site to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Site all debris resulting from the damage and restore the Site in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site 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 Site within one hundred eighty (180) calendar days after such occurrence.

15. HAZARDOUS SUBSTANCES.

LESSEE shall not allow the installation or release of Hazardous Substances in, on, under, or from the Premises or Site. LESSEE and LESSEE'S agents and contractors shall not store,

utilize, or sell any Hazardous Substance on the Premises or Site without CITY'S prior written consent. For the purpose of this section, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of Hazardous Substances.

15.1. Remediation. If LESSEE'S Operations result in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all applicable laws, rules, and regulations of governmental authorities.

15.2. Indemnification. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S Operations, including, without limitation, 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.

15.3. Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on or beneath the Premises or Site, LESSEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) calendar days after receipt of the knowledge or cause for belief. If LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and/or safety, LESSEE may take all actions necessary to alleviate the danger. LESSEE shall notify CITY immediately of any notice of violation received, environmental action initiated, or private suit filed that is related to the Premises or Site.

15.4. Environmental Assessment. Upon reasonable cause to believe that LESSEE'S Operations resulted in any Hazardous Substance being released on or beneath the Premises or Site, CITY may cause an environmental assessment of the Premises or Site to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE'S sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE'S Operations on, in, or under the Premises or Site, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such 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. LESSEE shall cause, or if LESSEE 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 LESSEE shall pay all costs and expenses therefor.

16. SIGNS.

LESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises or Site without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found on the Premises or Site, LESSEE shall remove the item at LESSEE'S sole cost and expense within twenty-four (24) hours after CITY'S demand therefor, or CITY may then enter the Site and remove the item at LESSEE'S cost and expense. LESSEE shall post a clearly marked sign at the Site indicating LESSEE'S name and emergency telephone number.

17. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Site throughout the Term. In doing so, LESSEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Site in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of CITY, in conformance with the description of the Site and Premises set forth in Exhibit A, the approved site plans set forth in Exhibit B, and in compliance with all applicable codes and standards of CITY, state, and federal agencies.

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

17.2. Non-Water Department Property. If the Site is located on non-Water Department property, the Parties shall comply with the emergency maintenance procedures set forth in Exhibit F, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

18. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY'S interest in the Site, or to inspect the operations conducted on the Site. If CITY'S entry or inspection discloses that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to LESSEE, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at LESSEE'S sole cost and expense, and LESSEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY'S opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Lease.

19. UTILITIES.

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

20. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Site, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of LESSEE'S business or other LESSEE activities related to the Site, including, without limitation, any licenses or permits. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interests. LESSEE shall pay all such possessory interest taxes. LESSEE'S payment of taxes, fees, and assessments shall not reduce any rent due CITY.

21. SUPERIOR INTERESTS.

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

22. ENCUMBRANCES.

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

22.1. Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE'S wireless communication facilities on the Site, including, but not limited to, the following: off-site improvements for service of the Premises; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs, such as discounts, interest, and commissions; and architectural, engineering, and attorney fees and other normal expenses incidental to such installation.

22.2. Subsequent Encumbrances. After the Site is fully developed, as contemplated by this Lease and to CITY'S satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then CITY'S consent thereto may be subject, in CITY'S sole discretion and without limitation, to increasing the rent to then-current market rates. LESSEE may use the proceeds from any such subsequent encumbrance for any purpose approved by CITY.

22.3. Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the approved mortgagee or beneficiary as the "LESSEE" under this Lease, with all rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.

22.4. Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY'S review and approval, which may not be unreasonably withheld.

22.5. Liens. LESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with LESSEE'S use, improvement, alteration, maintenance, or repair of the Site, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE'S use, improvement, alteration, maintenance, or repair of the Site results in a lien or notice of lien being filed against the Premises or Site LESSEE shall, within five (5) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

23. ASSIGNMENT AND SUBLETTING.

23.1. Assignment.

23.1.1. For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this Lease by LESSEE or by any partners, principals, or controlling shareholders of LESSEE, and, if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE'S general partners, principals, or controlling shareholders.

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

23.1.3. CITY'S consent to any Assignment pursuant to Section 23.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired.

23.1.4. LESSEE shall not permit any person or entity (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.

23.1.5. Consent by CITY to any Assignment of this Lease pursuant to Section 23.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.

23.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE'S interest herein by operation of law, without CITY'S prior written consent.

23.1.7. Any Assignment of this Lease, or any use or occupancy of the Site or Premises by any other person or entity, in violation of the foregoing provisions (Sections 23.1.1 through 23.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.

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

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

23.3. Provisions Binding on Successors. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

24. INDEMNIFICATION.

24.1. LESSEE'S Indemnity Obligation. LESSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S Operations, and all costs and expenses of investigating and defending against same, including, without limitation, reasonable attorney fees and costs; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents, and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses, at its own election, to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all of the costs related thereto, including, without limitation, reasonable attorney fees and costs.

25. OTHER GOVERNMENTAL ACTIONS.

By entering into this Lease, neither CITY nor the San Diego City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Site. Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may be required for LESSEE'S Operations. LESSEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Site, as are necessary for LESSEE'S Operations.

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 on or within the Premises.

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 Site for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.

26.3. Entry. CITY may enter the Site to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with LESSEE'S use of the Site and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Site or to LESSEE'S Communications Equipment resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of

physical damage, as reasonably determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

27. REASSIGNMENT OF SPACE.

At any time during the Term, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises.

27.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Space either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Space, or otherwise as soon as possible after receipt of all necessary permits and approvals required for any CITY construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE'S use of the Relocation Space. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.

27.2. Physical Relocation of Equipment. The physical relocation of all or any part of LESSEE'S Communications Equipment shall only be done by LESSEE or LESSEE'S contractors.

27.3. Broadcast and/or Receiving Capability. CITY shall use its best efforts to ensure continuous, uninterrupted broadcast, and/or receiving capability during any conversion, including the installation and operation by LESSEE of a CITY-approved temporary wireless communication facility on the Site.

27.4. No Agreement. If CITY and LESSEE are unable to agree on an acceptable relocation space, then LESSEE may terminate this Lease upon thirty (30) calendar days prior written notice to CITY, without further obligation thereto.

27.5. Site Redefined. After a reassignment and relocation as provided in this section, the Site shall be redefined to be the Relocation Space. CITY and LESSEE agree that "as built" drawings of the Relocation Space, including any access and utility easements, may be prepared by a licensed architect at LESSEE'S sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 32.12 below) to include a full description of the Relocation Space and the new "as built" drawings. Except as expressly provided in this section, any such reassignment and relocation shall not alter, modify, or otherwise change any of the terms or conditions of this Lease.

28. EMINENT DOMAIN.

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

28.1. Full Taking. If the entire Site is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

28.2. Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

28.3. Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The rent shall be equitably reduced to reflect the portion of the Site taken, but only to the extent that LESSEE'S use of the Site is reduced or impaired.

28.4. Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

28.5. Transfer. CITY may transfer CITY'S interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Site in accordance with this Lease.

28.6. No Inverse Condemnation. CITY'S exercise of any right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

29. DEFAULT AND REMEDIES.

29.1. Default. Each of the following shall constitute an event of default under this Lease:

29.1.1. LESSEE'S failure to make any payment required under this Lease when due, if the failure continues for five (5) calendar days past due following written notice of the failure by CITY;

29.1.2. LESSEE'S breach of any of its obligations under this Lease, other than those requiring payment to CITY, and LESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY;

or, (ii) if such breach is not curable within thirty (30) calendar days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;

29.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;

29.1.4. LESSEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) calendar days of filing;

29.1.5. LESSEE is adjudicated a bankrupt;

29.1.6. LESSEE makes a general assignment for the benefit of creditors; and

29.1.7. LESSEE uses the Site for any unauthorized purpose.

29.2. Remedies.

29.2.1. General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.

29.2.2. For Monetary Default. Upon LESSEE'S default for nonpayment under Section 29.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.

29.2.3. For Non-Monetary Default. Upon LESSEE'S default based upon Sections 29.1.2 through 29.1.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 29.1.2 through 29.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.

29.2.4. CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:

29.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus

29.2.4.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that LESSEE affirmatively proved could have been reasonably avoided; plus

29.2.4.3. The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the award minus (ii) the amount of rent lost, if any, as LESSEE affirmatively proves could be reasonably avoided; plus

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

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

29.2.4.6. As used in Sections 29.2.4.1 and 29.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 29.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent, percentage rent, and any and all other amounts that LESSEE is required to pay to CITY under this Lease.

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

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

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

29.3.1.1. CITY may correct the default and charge the costs incurred to LESSEE'S account, which charge shall be due and payable on

the date that the rent is next due after CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;

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

29.3.1.3. CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY'S early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.

29.3.2. If the default is not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee are approved by CITY, may substitute itself in the place of LESSEE by assuming all of LESSEE'S rights and obligations under this Lease. If such a lender notifies CITY of its intention to substitute itself in LESSEE'S place, in writing, within thirty (30) calendar days after receipt of CITY'S notice of default, and the default is cured by the lender, then this Lease will not terminate pursuant to the default. Subject to such a cure and LESSEE'S assignment to the lender of LESSEE'S rights and obligations under this Lease, CITY shall consent to the assignment.

29.4. Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE'S interest in the Site. If LESSEE fails or refuses to deliver any such quitclaim deed, CITY may prepare and record a notice reciting LESSEE'S failure to perform such obligation, and such notice shall be conclusive evidence of the termination of this Lease and termination of LESSEE'S rights to the Site.

29.5. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies under this Lease, including, without limitation, the right to recover the rent as it becomes due, plus damages.

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

30. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

Except as otherwise provided in this section, all improvements to the Site (including, without limitation, all structures, trade fixtures, installations, and additions), constructed on the Site by LESSEE or by LESSEE'S contractors and/or subcontractors at any time during the Term (hereinafter referred to in this section as "LESSEE'S Improvements"), as well as all Communications Equipment, machines, appliances, equipment, and other personal property, brought to the Site by LESSEE or LESSEE'S contractors and/or subcontractors at any time during the Term (all or any portion thereof hereinafter referred to in this section as "LESSEE'S Personal Property"), shall be the property of LESSEE (hereinafter referred to in this section as "LESSEE'S Property").

30.1. At the expiration or earlier termination of this Lease, and at CITY'S option, any and all of LESSEE'S Improvements shall be deemed to be part of the Site and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Lease.

30.1.1. If CITY elects not to assume ownership of any of LESSEE'S Improvements, CITY shall notify LESSEE at least one hundred eighty (180) calendar days prior to the expiration of this Lease, or immediately upon earlier termination of this Lease, and LESSEE shall remove all such LESSEE'S Improvements as directed by CITY, all at LESSEE'S sole cost and expense. If LESSEE fails to remove any of LESSEE'S Improvements as directed, CITY may cause their removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.

30.2. On or before the expiration of this Lease, or as CITY may direct upon earlier termination of this Lease, LESSEE shall remove from the Site LESSEE'S Personal Property. If LESSEE fails to remove any of LESSEE'S Personal Property as required herein, then either: (i) such property shall be considered abandoned and become CITY'S property free of all claims and liens; or (ii) CITY may cause such property's removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.

30.2.1. If LESSEE desires to dispose of any of LESSEE'S Personal Property used in the operation of its wireless communication facilities on the Site, CITY shall have the first right to acquire or purchase such property.

30.3. LESSEE shall repair, at its sole cost and expense, all damage to the Premises or Site resulting from the removal of LESSEE'S Property from the Premises by LESSEE or LESSEE'S contractors and/or subcontractors.

30.3.1. If the removal of LESSEE'S Property by LESSEE (or LESSEE'S contractors and/or subcontractors) or by CITY takes place after expiration of this Lease, or beyond CITY'S direction upon earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Lease, until all of LESSEE'S Property has been removed from the Site.

31. NOTICES.

Any notice required or permitted to be given under this Lease shall be in writing and may be served personally, sent by United States mail, postage prepaid, or sent by reliable overnight courier, addressed to the Parties as follows, or to any mortgagee, trustee, or beneficiary, as applicable, at the appropriate address designated, in writing, by the respective party:

If to LESSEE:

Sprint Property Services
Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to:

Sprint/Nextel Law Department
Attention: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

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

If to CITY'S General Services Department, Communications Division:

City of San Diego

Attention: Communications Division
Central Operations
1220 Caminito Centro
San Diego, CA 92102

If to CITY'S Water Department for site access, in accordance with Exhibit G:

City of San Diego
Water Department
Attention: Program Manager
2797 Caminito Chollas
San Diego, CA 92105

31.1. Address Changes. Any party entitled or required to receive notice under this Lease may, by like notice, designate a different address to which notices shall be sent.

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

32. MISCELLANEOUS PROVISIONS.

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

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

32.3. Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE'S Operations, by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.

32.4. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

32.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.

32.6. Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE'S Operations on the Site in a creditable manner and in accordance with industry standards.

32.7. Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.

32.8. Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to LESSEE'S obligation to pay rent. If CITY or LESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.

32.9. CITY'S Consent or Approval. Whenever required under this Lease, CITY'S consent or approval shall mean the written consent or approval of CITY'S City Manager or his designee ("City Manager"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the City Manager's discretion, unless otherwise expressly provided.

32.10. San Diego's Strong Mayor Form of Governance. All references to "City Manager" in this Lease (and all subsequent amendments to this Lease) shall be deemed to refer to the "Mayor or his designee." This section shall remain in effect for the duration CITY operates under the mayor-council (commonly referred to as the "strong mayor") form of governance, pursuant to Article XV of CITY'S City Charter.

32.11. Consent by Either Party. Except as otherwise expressly provided in this Lease, consent to be given by either party may not be unreasonably withheld or delayed.

32.12. Lease Modifications. This Lease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.

32.13. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of LESSEE'S service requests upon receipt of LESSEE'S payment of the applicable fee. The fee schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.

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

32.15. Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.

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

32.17. Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.

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

[The remainder of this page intentionally left blank.]

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

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

Date: 9/21/15

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

By _____
Name Cybele Thompson
Title Director, Real Estate Asset

Date: _____

LESSEE: SPRINT PCS ASSETS LLC., a Delaware limited liability company

By: _____
Name: GLORI JAMES-SVAZEY
Title: SPRINT SITE DEVELOPMENT MANAGER

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

Exempt per 15305 (Minor Alterations). NOKA should be with READ - posted 8/31/15.

Date: 9/21/15

By: _____
Name: Martha Blake
Title: Interim D.D.

APPROVED AS TO FORM:

Date: 10/6/15

JAN I. GOLDSMITH, City Attorney

By _____
Melissa Ables
Deputy City Attorney

I:\READ\CHARLES\Sprint\Qualcomm Stadium\Monument Lease Draft - 6-16-2016.doc

Exhibit A

Description of Site and Premises

CITY ID No.:

LESSEE Site No.: SD03XC167

Location: Qualcomm Stadium Parking Lot, 9449 Friars Road, San Diego CA

Assesor's Parcel Number: 433-250-16

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

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 1430.88 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 487.29 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 1868.48 feet to the most Northerly corner thereof; thence along the Northeasterly boundary of said Lot 35 South 68°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, 1968 as File No. 39319 and 39320.

Description of Site: Proposed round tower built up around the existing equipment area to include (12) panel antennas and (12) RRH's.

Exhibit B

Site and Equipment Plans

Sprint

CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS APPROVAL - COMMUNICATIONS UTILITIES

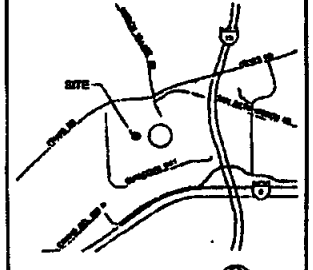
APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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: 399069
Approval Date: 5.27.15
Signed (1st Sheet): Attached

SD03XC167
STADIUM PARK
9449 FRIARS ROAD
SAN DIEGO, CA 92108

VICINITY MAP



THOMAS GUIDE PAGE: 1248 - F7

ADDRESS
9449 FRIARS ROAD
SAN DIEGO, CA 92108

DIRECTIONS:
1. START OUT GOING WEST ON FRIARS RD TOWARD MISSION VALLEY PKWY
2. TURN RIGHT ONTO MISSION VALLEY PKWY
3. TURN RIGHT ONTO CHARGER BLVD/CR-509 0.1 MI
4. CONTINUE TO FOLLOW CR-509 N
5. CR-509 BECOMES CHARGER BLVD
6. MERGE ONTO I-8 E TOWARD EL CAJON
7. TAKE THE CA-163 N EXIT TO BALBOA AVE/SAN DIEGO
8. KEEP RIGHT AT THE FORK TO STAY ON CA-163 N
9. MERGE ONTO FRIARS RD
10. ARRIVE AT 9449 FRIARS RD, SAN DIEGO, CA 92108

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTS INC
225 GARLSBAD VILLAGE DRIVE, SUITE 22
CARLSBAD, CA 92008
(760) 434-0404
(760) 434-0389 (FAX)

LEASING/PLANNING:
[redacted]
LICENSEE:
[redacted]
CARLSBAD, CA 92011
[redacted]

PLANNING:
[redacted]
CARLSBAD, CA 92011
[redacted]

LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 39, 40 AND 41 OF RANCHO MISSION OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THAT PARTITION MAP THEREOF ON FILE IN CASE NO. 333 OF SUPERIOR COURT OF SAN DIEGO COUNTY (SUCH LOTS ARE SHOWN AT AS THE COMMISSIONER'S MAPS OF SAN DIEGO, CA. ALL RECORDED IN BOOK 1345-0000000, OFFICIAL RECORDS OF SAN DIEGO COUNTY

DRAWING NOTE

THE SIZE OF THESE DRAWINGS WERE DRAFTED FROM "AS-BUILT" DRAWINGS PROVIDED BY SPRINT. THE ACCURACY OF THE AS-BUILT DRAWINGS WERE ASSUMED TO BE CORRECT AND WERE NOT REASONABLY VERIFIED FOR ACCURACY.

SCALE

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

PROJECT SUMMARY

APPLICANT: SPRINT
9401 TOWN CENTER DR, SUITE 150
SAN DIEGO, CALIFORNIA 92122
CONTACT: KRISTEN MURPHY
(619) 980-4488

OWNER: CITY OF SAN DIEGO
1220 FIRST AVE.
SAN DIEGO, CA 92101

PROJECT DESCRIPTION:
- PROPOSED GROUND MOUNTED SHELF ADDED TO EXISTING EQUIPMENT AREA
- PROPOSED (12) PANEL ANTENNAS
- PROPOSED (24) RRHS
- PROPOSED (1) HYBRID CABINET
- PROPOSED (1) RBP UNIT

ASSESSORS PARCEL NUMBER:	438-038-40
JURISDICTION:	CITY OF SAN DIEGO
EXISTING ZONING:	MV-CP
TYPE OF CONSTRUCTION (EXISTING):	
OCCUPANCY OF EXISTING BUILDING:	TELECOMMUNICATIONS FACILITY
OCCUPANCY OF EXISTING SPRINT EQUIPMENT ROOM:	TELECOMMUNICATIONS FACILITY
LEASE AREA:	± 240 SQ. FT. WITH AN INCREASE IN LEASE AREA

SHEET SCHEDULE

T-1	TITLE SHEET & PROJECT DATA
A-0.1	CONDITIONS OF APPROVAL
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ANTENNA AND EQUIPMENT PLANS
A-4	ELEVATIONS
A-5	ELEVATIONS
A-6	ELEVATIONS
A-7	ELEVATIONS
D-1	DETAILS

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA STATE BUILDING CODE, TITLE 24, 2013 EDITION
CALIFORNIA PLUMBING CODE, 2013 EDITION
CALIFORNIA MECHANICAL CODE, 2013 EDITION
CALIFORNIA ELECTRICAL CODE, 2013 EDITION
CALIFORNIA FIRE CODE, 2013 EDITION
CALIFORNIA ENERGY CODE, 2013 EDITION

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

ACCESSIBILITY DISCLAIMER

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

BOOTH & SUAREZ ARCHITECTS INCORPORATED
225 GARLSBAD VILLAGE DRIVE, SUITE 22
CARLSBAD, CA 92008
(760) 434-0404

PREPARED FOR
Sprint
9401 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

RF	DATE
BP	DATE
OP	DATE
SM	DATE
RE/AM	DATE
SITE	DATE
CE/AVI	DATE

PROJECT NUMBER
SD03XC167
PROJECT NAME
STADIUM PARK
9449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

DRAWING DATES
11/18/14 100% CD SET
11/21/14 100% CD SET
12/17/14 100% CD REVISION 1 (RF)
12/19/14 100% CD REVISION 2 (RF)
04/10/15 100% CD REVISION 3 (City)

SHEET TITLE
TITLE SHEET & PROJECT DATA

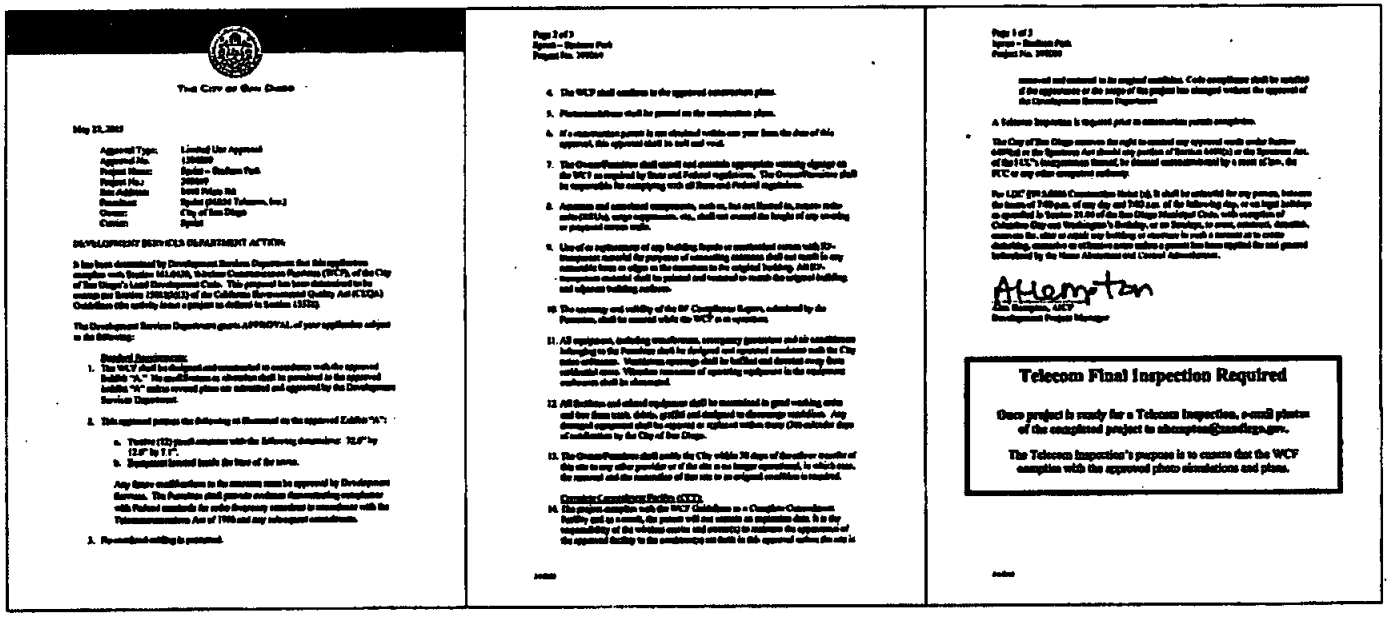
T-1

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: 399069
Approval Date: 5.27.15
Signed (1st Sheet): AHempton



THE CITY OF SAN DIEGO

May 22, 2015

Approval Type:	Limited Use Approval
Approval No.:	1399069
Project Name:	Sprint – Stadium Park
Project No.:	399069
Site Address:	9449 Friars Rd
Consultant:	Sprint (SBSM Telecom, Inc.)
Owner:	City of San Diego
Carrier:	Sprint

DEVELOPMENT SERVICES DEPARTMENT ACTION:

It has been determined by Development Services Department that this application complies with Section 141.0420, Wireless Communication Facilities (WCF), of the City of San Diego's Land Development Code. This proposal has been determined to be exempt per Section 15301(b)(3) of the California Environmental Quality Act (CEQA) Guidelines (the activity listed a project as defined in Section 15378).

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

Standard Requirements:

1. The WCF shall be designed and constructed in accordance with the approved Exhibit "A." No modifications or alterations shall be permitted to the approved building "A" unless revised plans are submitted and approved by the Development Services Department.
2. This approval proposes the following as illustrated on the approved Exhibit "A":
 a. Twelve (12) panel antennas with the following dimensions: 72.0" by 12.0" by 7.1".
 b. Equipment located inside the base of the tower.

 Any future modifications to the antennas must be approved by Development Services. The Permittee shall provide evidence demonstrating compliance with Federal standards for radio frequency emissions in accordance with the Telecommunications Act of 1996 and any subsequent amendments.
3. Re-landscaping is prohibited.

Page 2 of 3
Sprint – Stadium Park
Project No. 399069

4. The WCF shall conform to the approved construction plans.
5. Photosimulations shall be printed on the construction plans.
6. If a construction permit is not obtained within one year from the date of this approval, this approval shall be null and void.
7. The Owner/Permittee shall install and maintain appropriate warning signage on the WCF as required by State and Federal regulations. The Owner/Permittee shall be responsible for complying with all State and Federal regulations.
8. Antennas and associated components, such as, but not limited to, remote radio units (RRUs), surge suppressors, etc., shall not exceed the height of any existing or proposed screen walls.
9. Use of co-replacement of any building facade or architectural screen with RF-transparent material for purposes of concealing antennas shall not result in any noticeable loss or origin on the antennas in the original building. All RF-transparent material shall be painted and textured to match the original building and adjacent building surfaces.
10. The accuracy and validity of the RF Compliance Report, submitted by the Permittee, shall be assumed while the WCF is in operation.
11. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated in accordance with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resistant of operating equipment to the equipment enclosures shall be eliminated.
12. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and damaged or deteriorated cosmetic. Any damaged equipment shall be repaired or replaced within three (30) calendar days of notification by the City of San Diego.
13. The Owner/Permittee shall notify the City within 30 days of the future transfer of this site to any other provider or if the site is no longer operational, in which case, the removal and the restoration of the site to an original condition is required.

Corridor Co-occupant Facility (CCF):

14. This project complies with the WCF Guidelines as a Corridor Co-occupant facility and as a result, the permit will not require an expiration date. It is the responsibility of the individual carrier and co-occupant to maintain the operational of the approved facility in the conditions set forth in this approval unless the site is

Page 3 of 3
Sprint – Stadium Park
Project No. 399069

removed and restored to its original condition. Code compliance shall be notified if the appearance or the scope of the project has changed without the approval of the Development Services Department.

A Telecom Inspection is required prior to construction permit completion.

The City of San Diego reserves the right to suspend any approval made under Section 141.0420, or the Spectrum Act should any portion of Section 6409(a) or the Spectrum Act, or the FCC's Interpretation thereof, be deemed unconstitutional by a court of law, the FCC or any other competent authority.

Per LDC §141.0420 Construction Hours (a), it shall be unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays as specified in Section 21.04 of the San Diego Municipal Code, with exception of Columbus Day and Washington's Birthday, or on Sunday, to erect, construct, demolish, excavate for, alter or extend any building or structure in such a manner as to create disturbing, excessive or offensive noise unless a permit has been applied for and granted beforehand by the Noise Abatement and Control Administrator.

AHempton
Ann Hempton, AICP
Development Project Manager

Telecom Final Inspection Required

Once project is ready for a Telecom Inspection, e-mail photos of the completed project to ahempton@sandiego.gov.

The Telecom Inspection's purpose is to ensure that the WCF exemption with the approved photo simulations and plans.

BOOTH & SUAREZ ARCHITECTURE INCORPORATED

PREPARED FOR
Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

AGC	DATE
CE	DATE
DP	DATE
DPT	DATE
EE/AE	DATE
GPD	DATE
PE/AM	DATE

PROJECT NUMBER
SD03XC187

PROJECT NAME
STADIUM PARK

9449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

DRAWING DATES

11/19/14	60% ZD SUBMITTAL	
12/11/14	90% ZD SUBMITTAL	
12/18/14	100% ZD SUBMITTAL	1 OF 3
1/27/15	100% ZD SUBMITTAL	2 OF 3
04/15/15	100% ZD SUBMITTAL	3 OF 3

SHEET TITLE

CONDITIONS OF APPROVAL

A-0.1

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

APPROVED EXHIBIT "A"

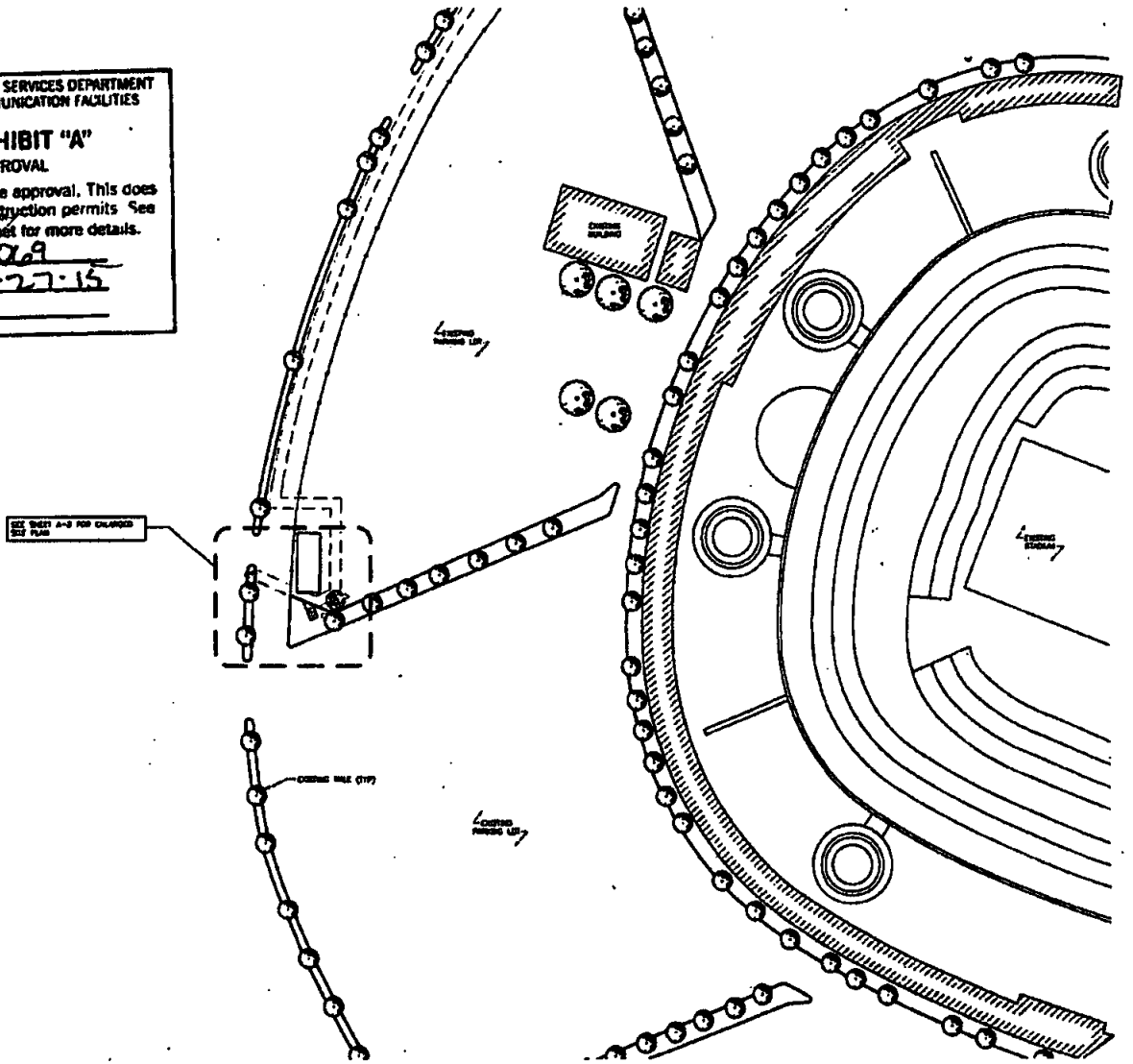
PROCESS I APPROVAL

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: 399069

Approval Date: 5-27-15

Signed (1st Sheet):



OVERALL SITE PLAN

BOOTH & SUAREZ ARCHITECTURE INCORPORATED

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

ARC	DATE
RE	DATE
RF	DATE
BAT	DATE
EE/M	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER

SD03XC167

PROJECT NAME

STADIUM PARK

9449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

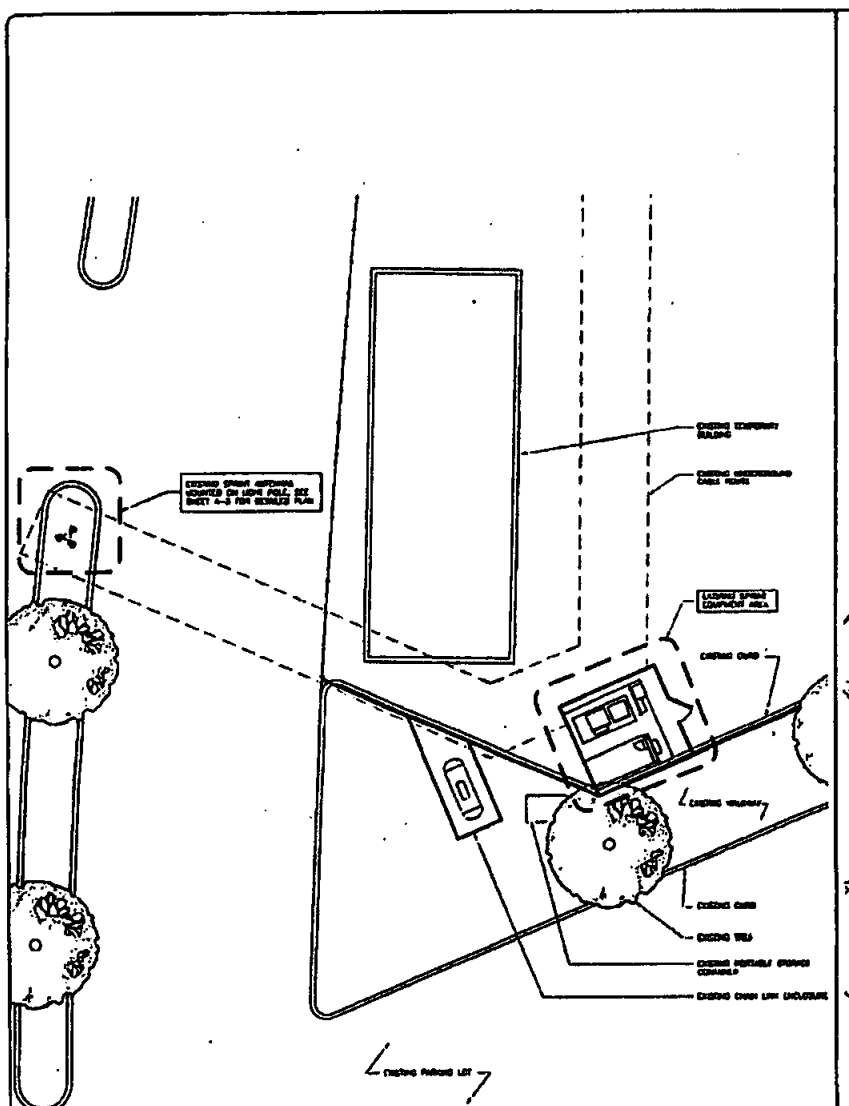
DRAWING DATES

11/10/14	90% ZD SET
12/12/14	100% ZD SET
12/22/14	100% ZD REVISION 1 SET
12/27/14	100% ZD REVISION 2 SET
04/15/15	100% ZD REVISION 3 SET

SHEET TITLE

OVERALL SITE PLAN

A-1



EXISTING ENLARGED SITE PLAN

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

APPROVED EXHIBIT "A"

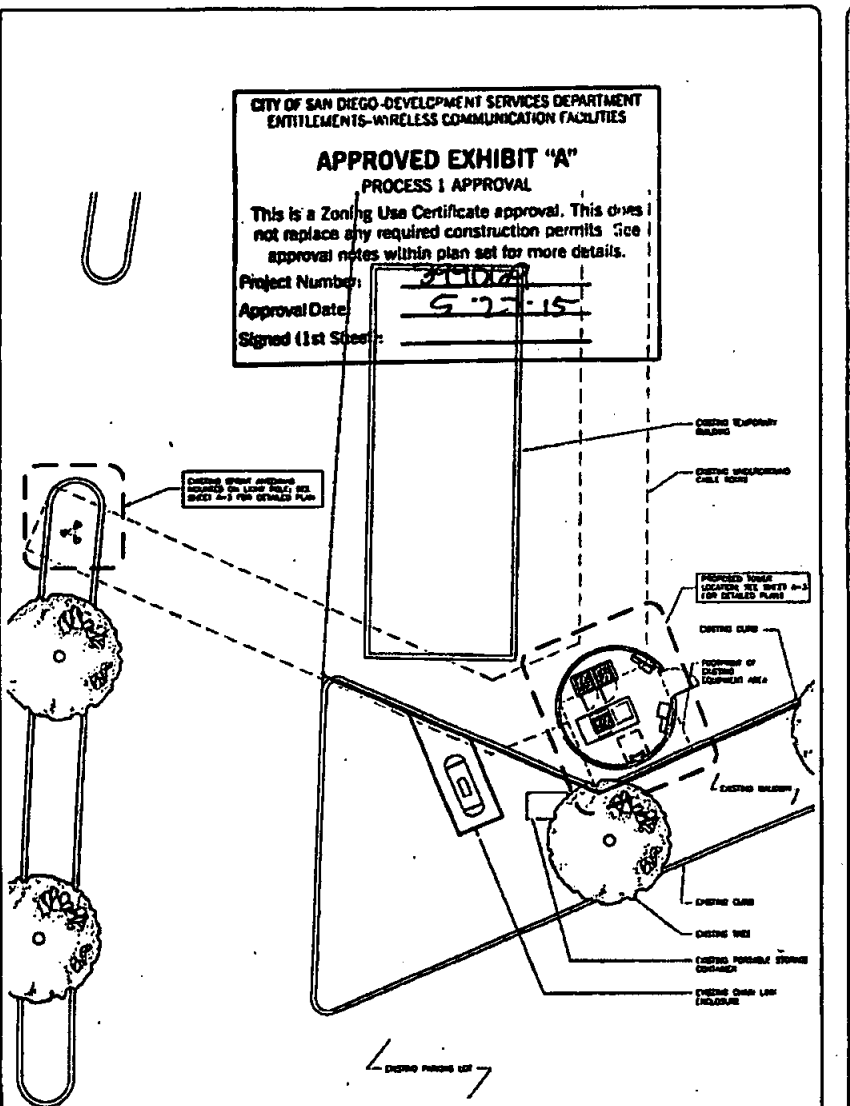
PROCESS 1 APPROVAL

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: 3010028

Approval Date: 5-27-15

Signed (1st Sheet):



PROPOSED ENLARGED SITE PLAN

BOOTH & SUAREZ

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

	DATE
	DATE
	DATE
	DATE
	DATE
	DATE
	DATE

PROJECT NUMBER

SD03XC167

PROJECT NAME

STADIUM PARK

9449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

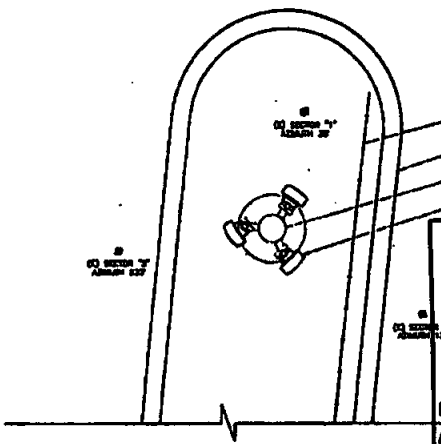
DRAWING DATES

11/05/14	90% ZD SUBMITTAL	
11/11/14	100% ZD SUBMITTAL	
11/13/14	100% ZD REVISION 1	ZD1
11/17/14	100% ZD REVISION 2	ZD2
04/15/15	100% ZD REVISION 3	ZD3

SHEET TITLE

ENLARGED SITE PLAN

A-2



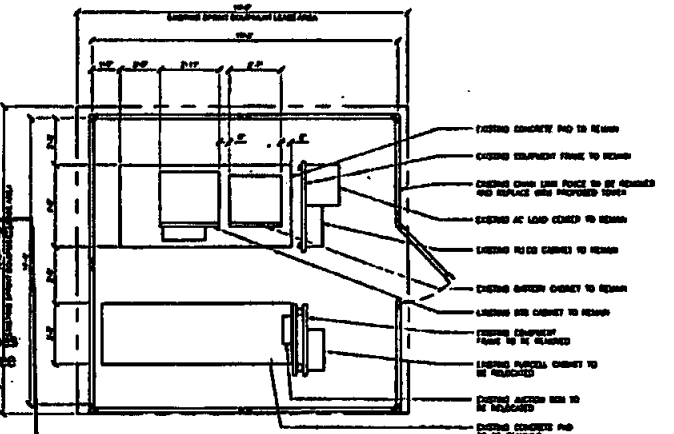
EXISTING ANTENNA PLAN

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

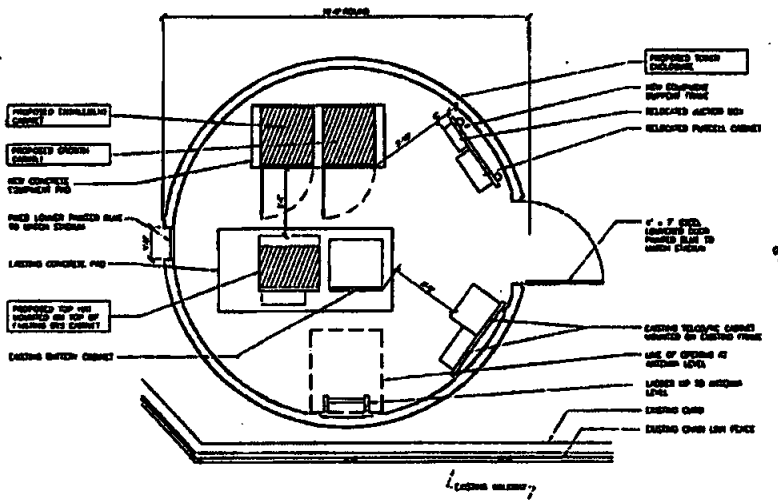
APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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

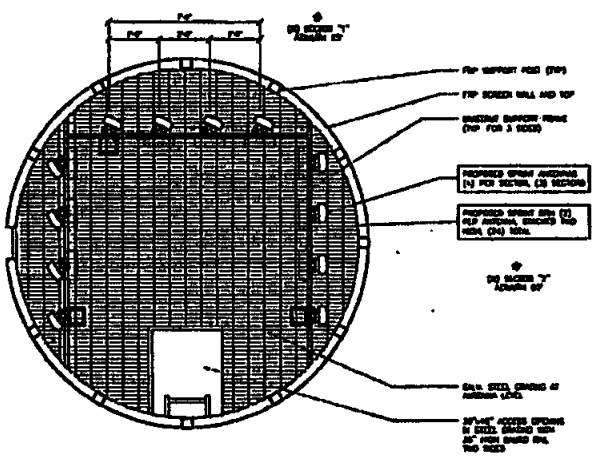
Project Number: 399069
Approval Date: 5-27-15
Signed (1st Sheet):



EXISTING EQUIPMENT PLAN



EQUIPMENT PLAN - GROUND LEVEL



ANTENNA LEVEL

PROPOSED TOWER PLANS

BOOTH & SUAREZ

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

	DATE
	DATE
	DATE
	DATE
	DATE
	DATE
	DATE

PROJECT NUMBER
SD03XC167

PROJECT NAME
STADIUM PARK

8449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

DRAWING DATES

SHEET TITLE
ANTENNA AND EQUIPMENT PLANS

A-3

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

APPROVED EXHIBIT "A"

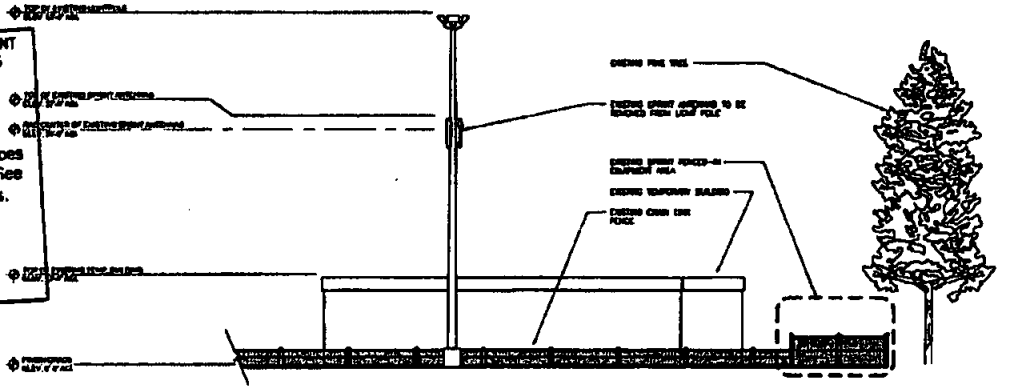
PROCESS 1 APPROVAL

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

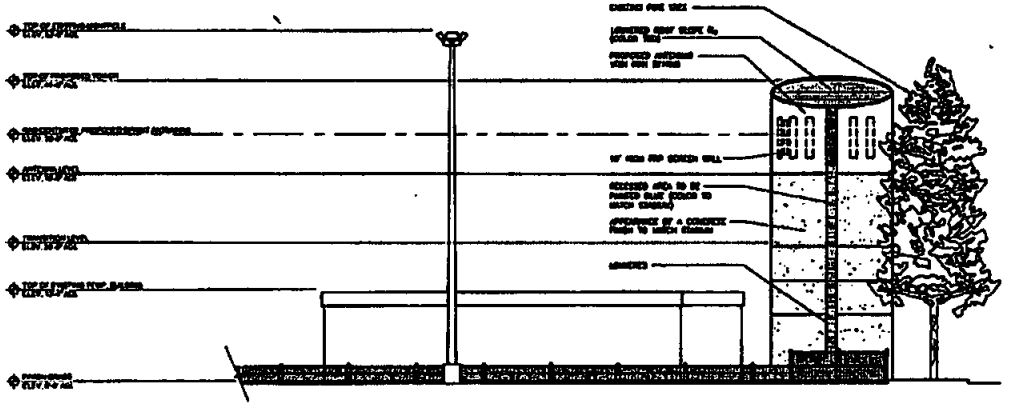
Project Number: 339069

Approval Date: 5-22-15

Signed (1st Sheet): _____



EXISTING WEST ELEVATION



PROPOSED WEST ELEVATION

BOOTH & SUAREZ
ARCHITECTURE & INCORPORATED

PREPARED FOR
Sprint

9161 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

PROJECT NUMBER
SD03XC167

PROJECT NAME
STADIUM PARK

8440 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

DRAWING DATES

SHEET TITLE
ELEVATIONS

A-4

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

APPROVED EXHIBIT "A"

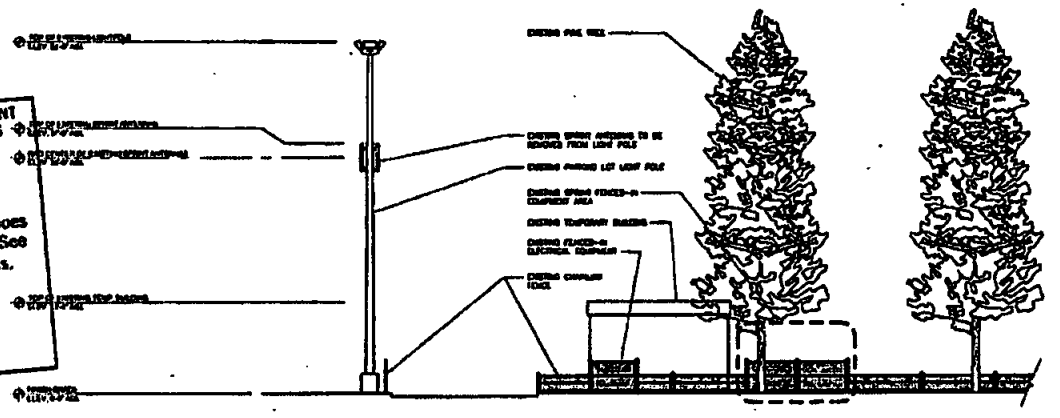
PROCESS 1 APPROVAL

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

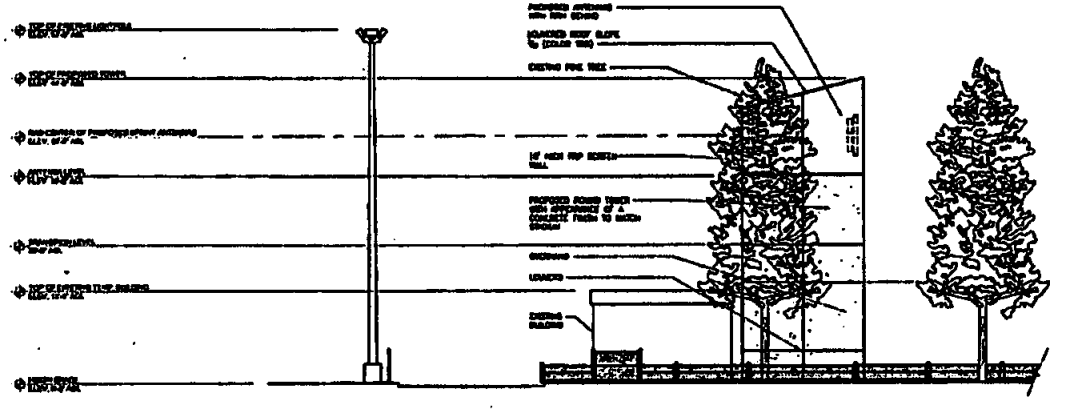
Project Number: 399069

Approval Date: 5.27.15

Signed (1st Sheet):



EXISTING SOUTH ELEVATION



PROPOSED SOUTH ELEVATION

BOOTH & SUAREZ ARCHITECTS INCORPORATED

PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

PROJECT NUMBER

SD03XC167

PROJECT NAME

STADIUM PARK

9449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

DRAWING DATES

SHEET TITLE

ELEVATIONS

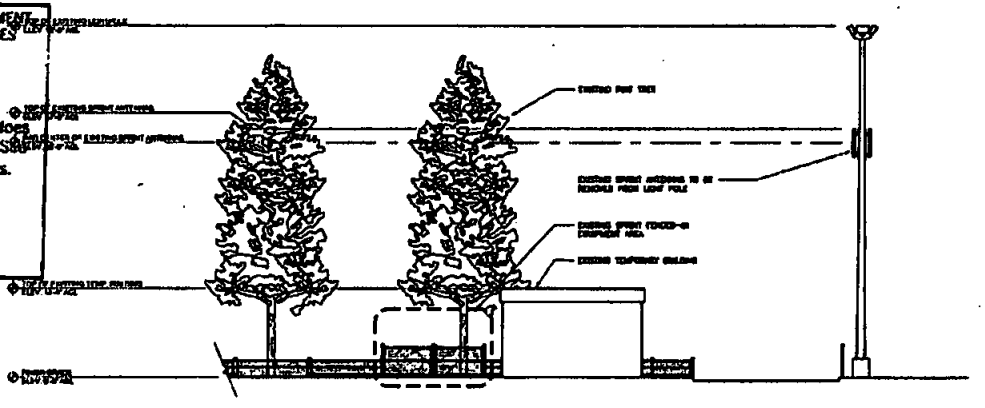
A-5

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

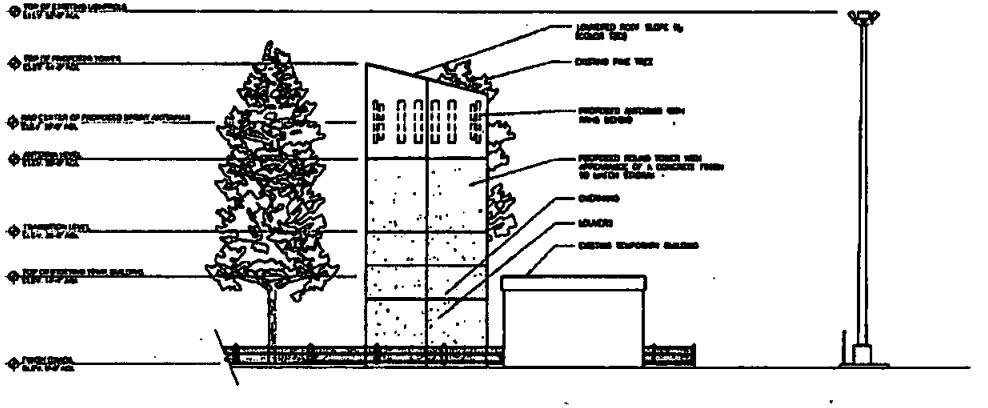
APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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: 399089
Approval Date: 5.27.15
Signed (1st Sheet):



EXISTING NORTH ELEVATION



PROPOSED NORTH ELEVATION

BOOTH & SUAREZ ARCHITECTS INCORPORATED

PREPARED FOR
Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

ARC	DATE
RE	DATE
RF	DATE
BAT	DATE
EE/ME	DATE
OPS	DATE
LL/BAT	DATE

PROJECT NUMBER
SD03XC167

PROJECT NAME
STADIUM PARK

8449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

DRAWING DATES

11/19/14	90% ZD SET
12/12/14	100% ZD SET
12/19/14	100% ZD REVISION 1 SET
12/31/14	100% ZD REVISION 2 SET
04/10/15	100% ZD REVISION 3 (Final)

SHEET TITLE

ELEVATIONS

A-6

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

APPROVED EXHIBIT "A"

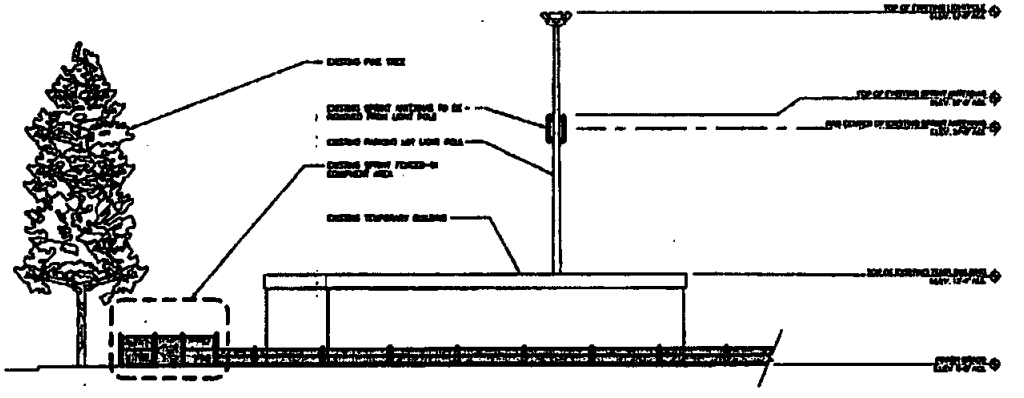
PROCESS 1 APPROVAL

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

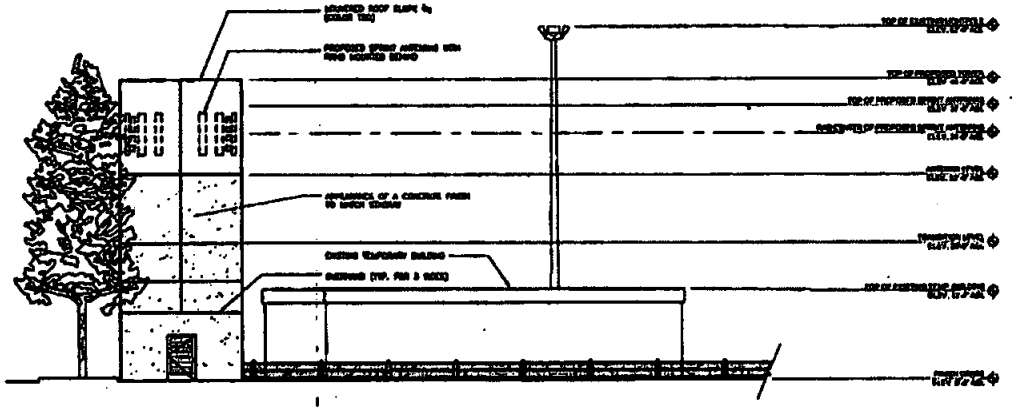
Project Number: 299QA

Approval Date: 5.27.15

Signed (1st Sheet):



EXISTING EAST ELEVATION



PROPOSED EAST ELEVATION

BOOTH & SUAREZ
ARCHITECTURE INCORPORATED

PREPARED FOR
Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

AGM	DATE
RF	DATE
BF	DATE
SITE	DATE
CE/M	DATE
CPM	DATE
CE/AGM	DATE

PROJECT NUMBER
SD03XC167

PROJECT NAME
STADIUM PARK

9449 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

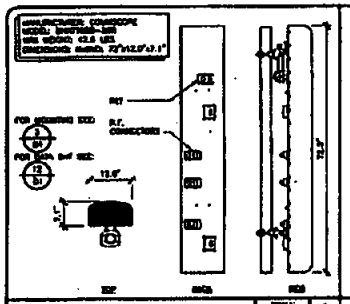
DRAWING DATES

11/18/14	ISSUED FOR REVIEW
12/11/14	ISSUED FOR REVIEW
12/19/14	ISSUED FOR REVIEW
12/19/14	ISSUED FOR REVIEW
04/10/15	ISSUED FOR REVIEW

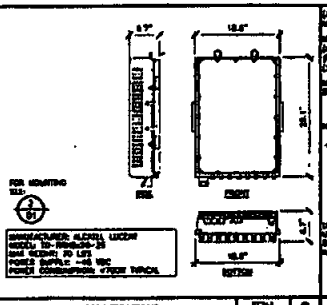
SHEET TITLE

ELEVATIONS

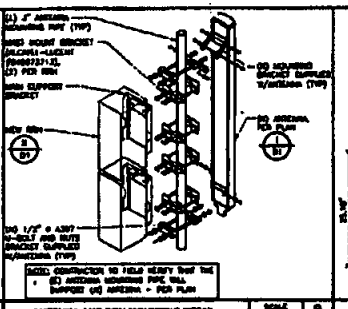
A-7



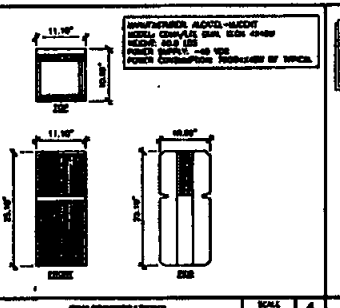
ANTENNA SPECIFICATIONS | SCALE N.T.S. | 1



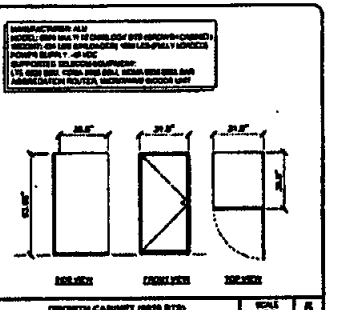
RRH SPECIFICATIONS | SCALE N.T.S. | 2



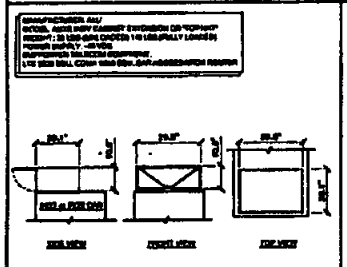
ANTENNA AND RRH MOUNTING DETAIL | SCALE N.T.S. | 3



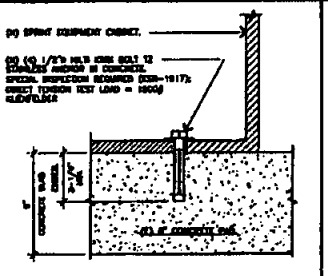
RRH SPECIFICATIONS | SCALE N.T.S. | 4



GROWTH CABINET (RRH BTS) | SCALE N.T.S. | 5



TOP HAT | SCALE N.T.S. | 6



GROWTH CABINET ARRANGEMENT | SCALE N.T.S. | 7

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

APPROVED EXHIBIT "A"
PROCESS I 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.

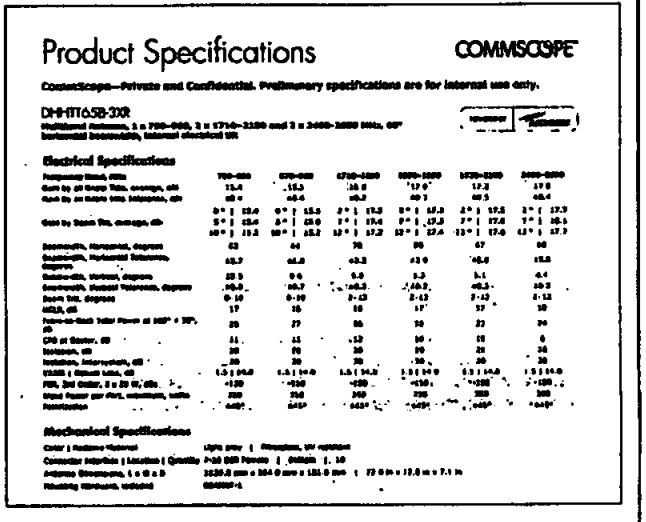
Project Number: 299069
Approval Date: 5-27-15
Signed (1st Sheet):

8

9

10

11



ANTENNA DATA SHEET | SCALE N.T.S. | 12

13

14

15

16

17

BOOTH & SUAREZ
ARCHITECTURE & INCORPORATED

PREPARED FOR
Sprint

8191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122

APPROVALS

ARE	DATE
RE	DATE
RF	DATE
BM	DATE
CZ/VI	DATE
OPS	DATE
CE/BLD	DATE

PROJECT NUMBER
SD03XC167

PROJECT NAME
STADIUM PARK

8440 FRIARS ROAD
SAN DIEGO, CA 92108
CITY OF SAN DIEGO

DRAWING DATES

11/18/14	RRH RD RFI
11/21/14	RRH RD RFI
11/25/14	RRH RD REVISION 1 RFI
11/25/14	RRH RD REVISION 2 RFI
04/10/15	RRH RD CLIENT REVISION 3 CD'S

SHEET TITLE

DETAILS

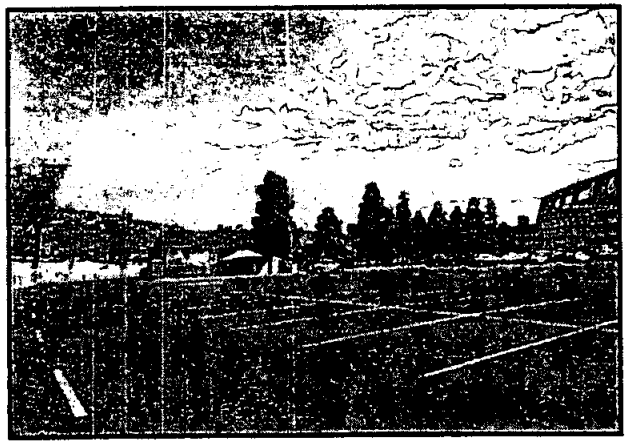
D-1

SD03XC167 STADIUM PARK

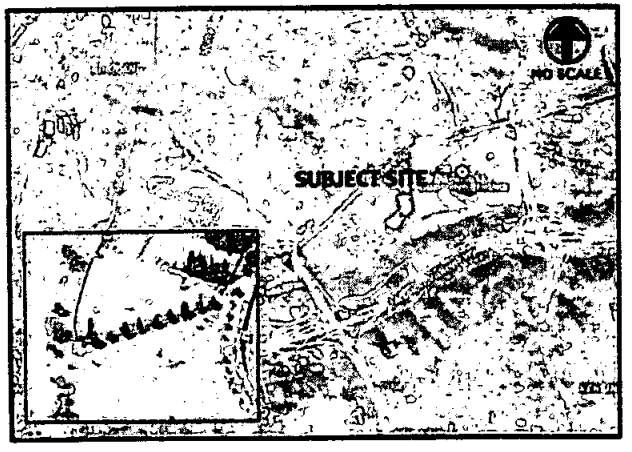
9449 Friars Road
San Diego, CA 92108

Sprint

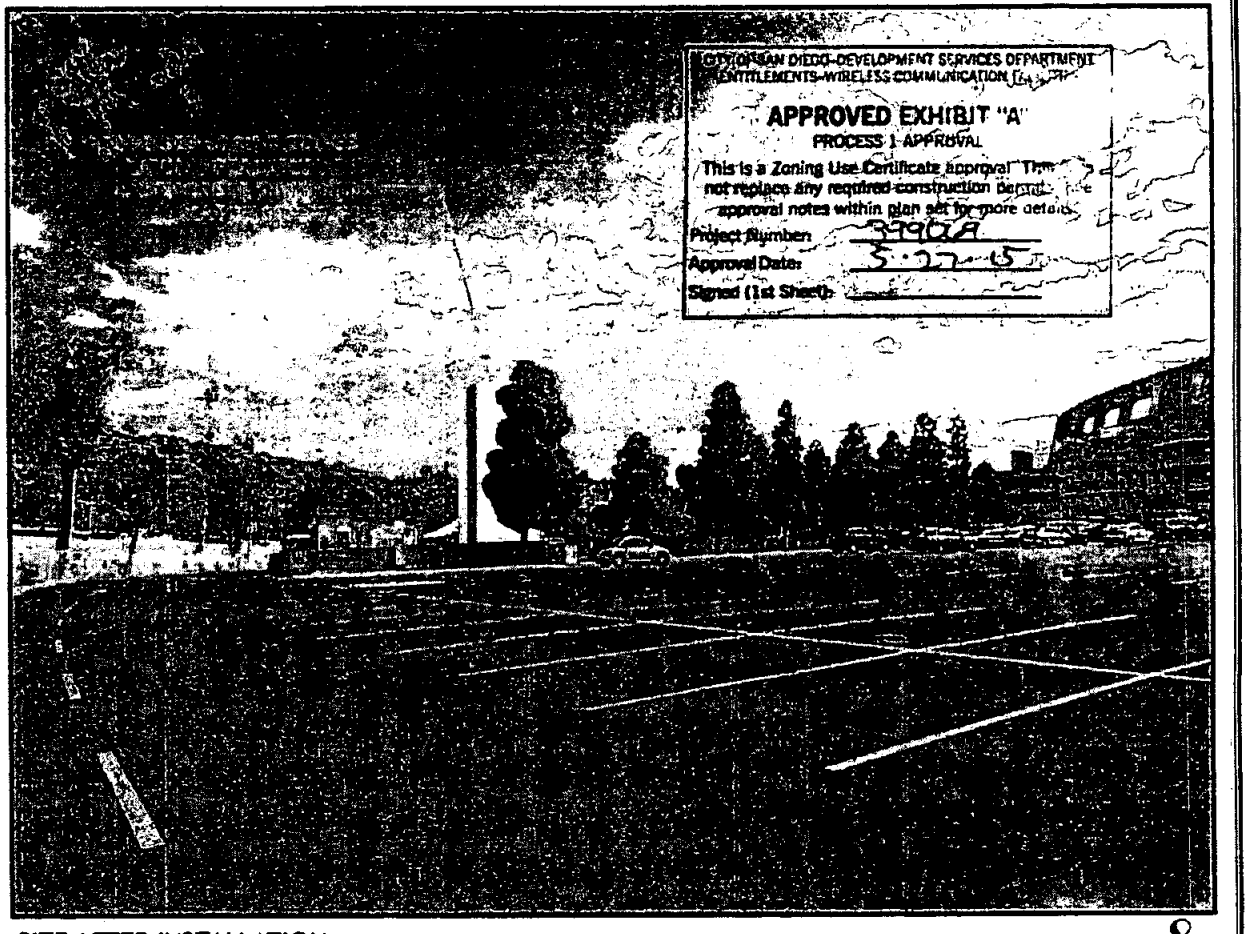
LOOKING NORTHEAST TOWARD SITE FROM PARKING LOT



SITE PRIOR TO INSTALLATION



VICINITY MAP



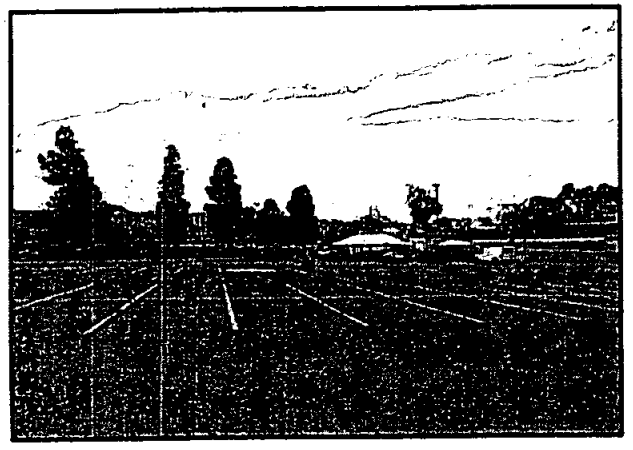
SITE AFTER INSTALLATION

M&M TELECOM, INC.
(858) 429-9585

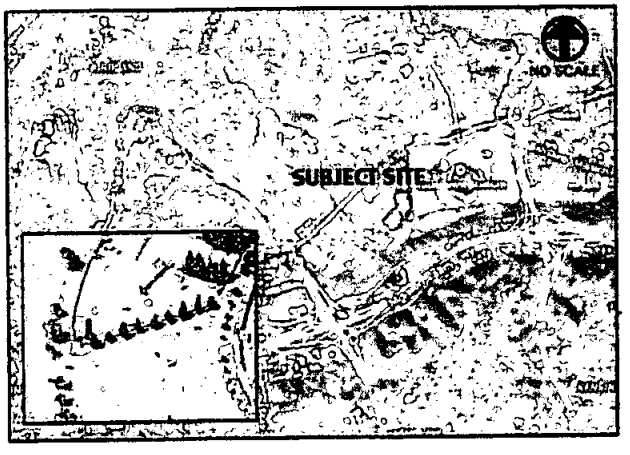
SD03XC167 STADIUM PARK

9449 Friars Road
San Diego, CA 92108

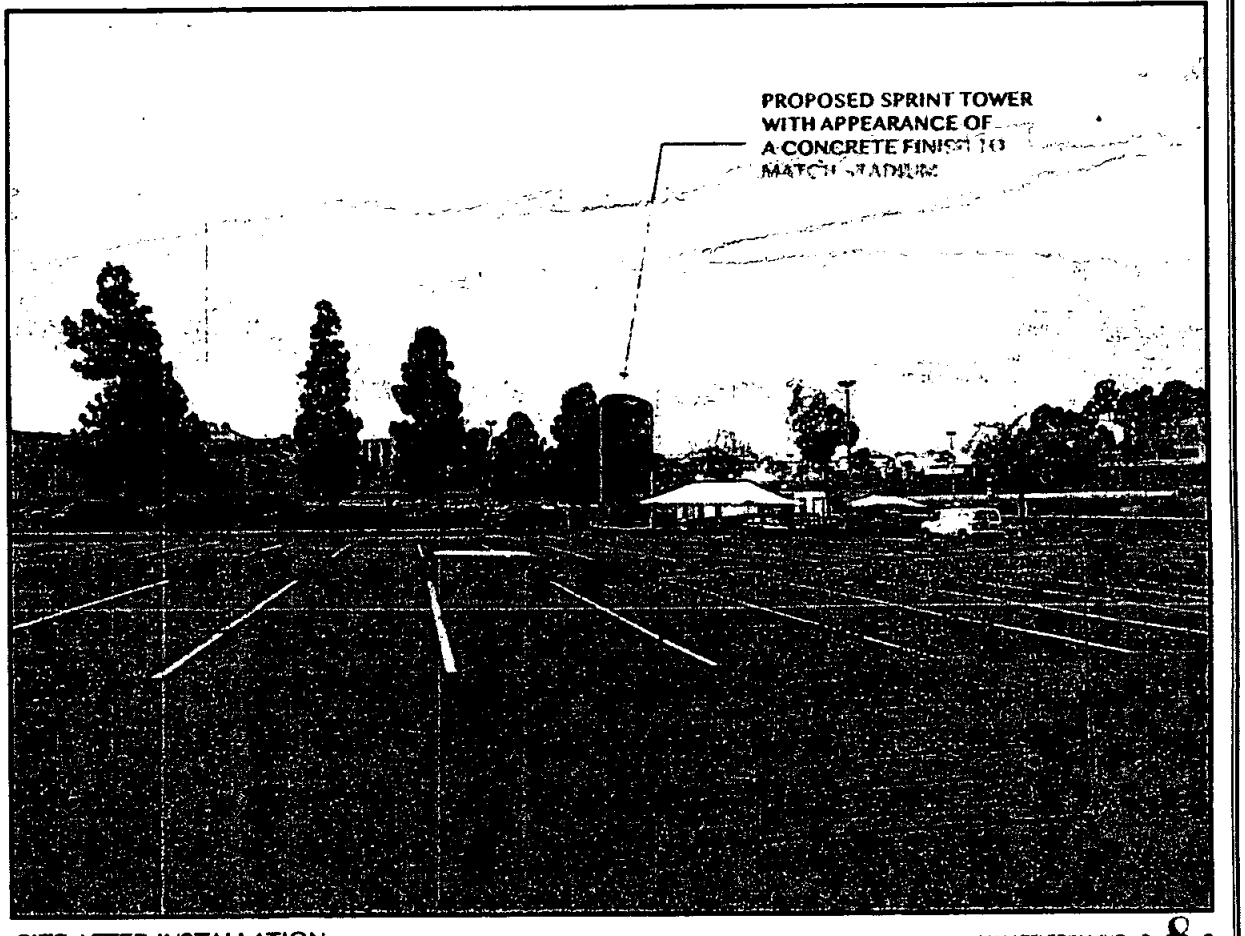
LOOKING SOUTHWEST TOWARD SITE FROM PARKING LOT



SITE PRIOR TO INSTALLATION



VICINITY MAP



SITE AFTER INSTALLATION

M&M TELECOM, INC.
(858) 429-9585

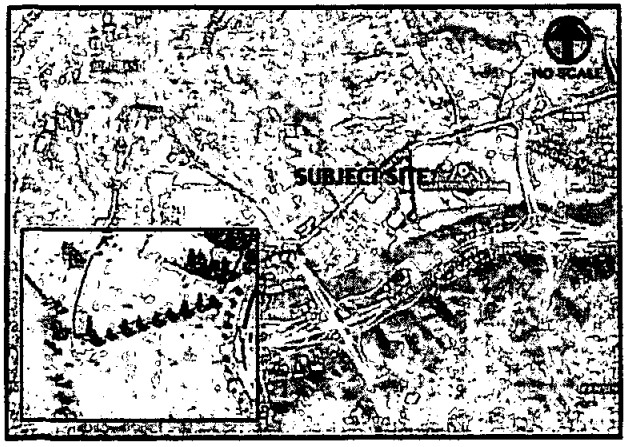
SD03XC167 STADIUM PARK

9449 Friars Road
San Diego, CA 92108

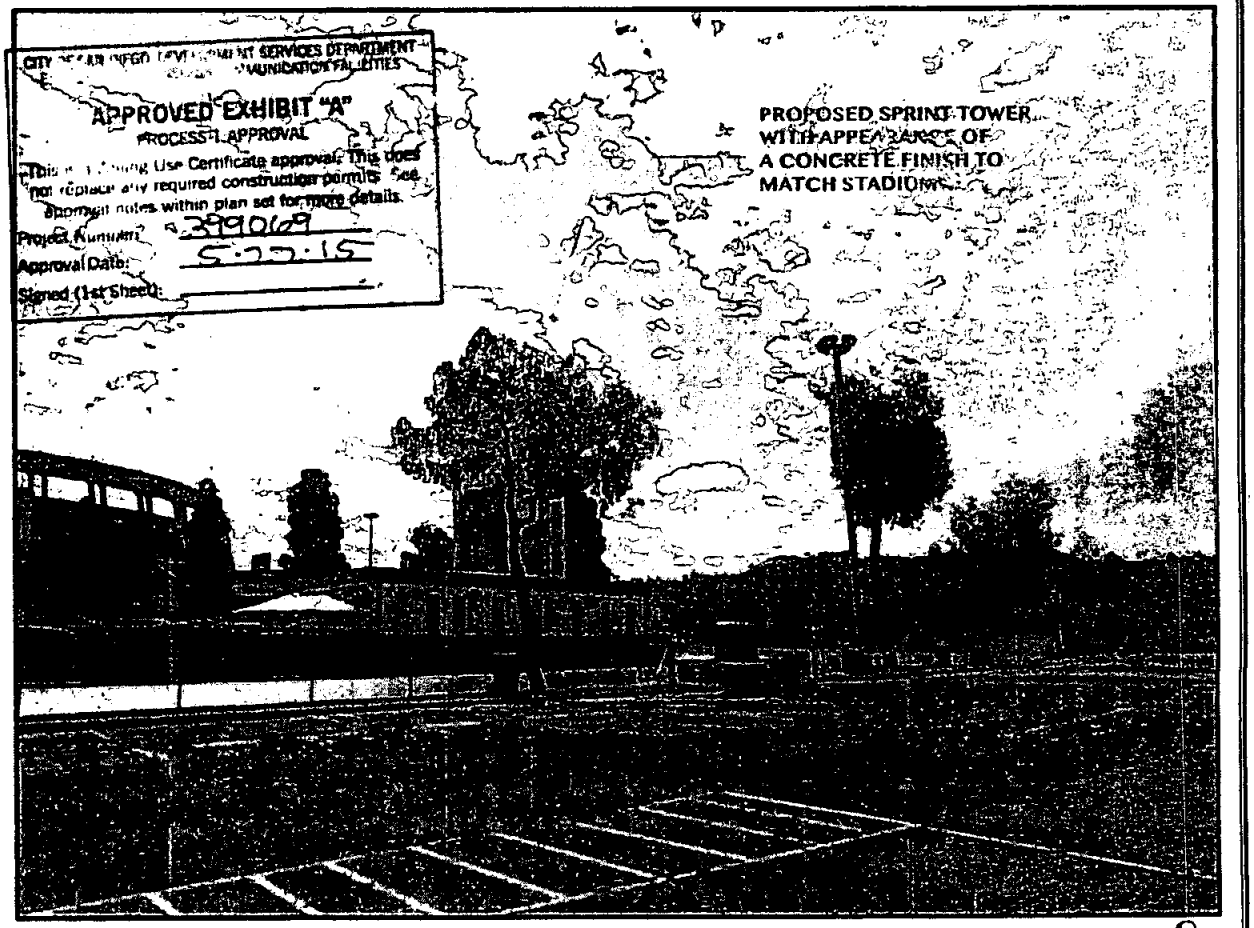
LOOKING SOUTHEAST TOWARD SITE FROM PARKING LOT



SITE PRIOR TO INSTALLATION



VICINITY MAP



SITE AFTER INSTALLATION

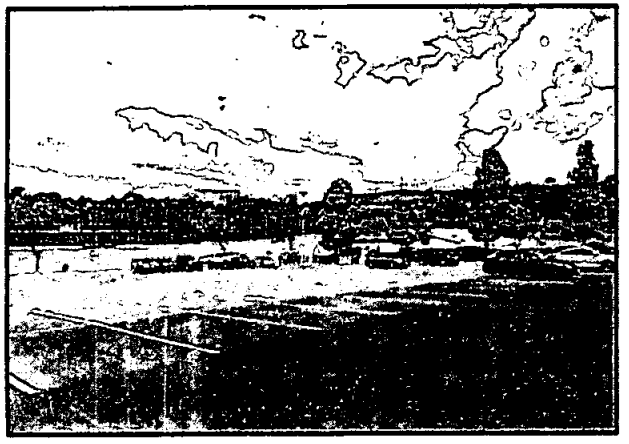
M&M TELECOM, INC
(858) 429-9585

Sprint

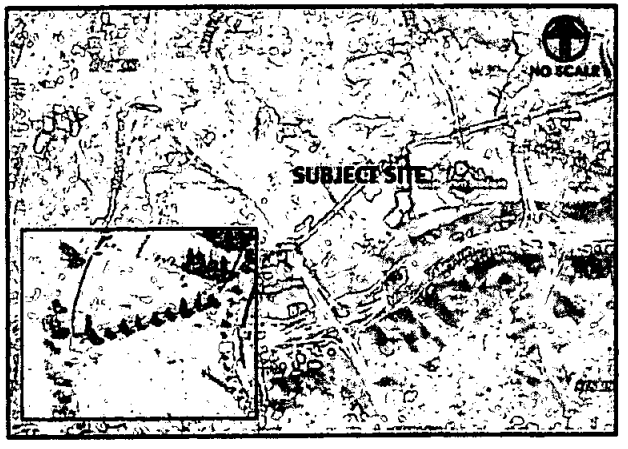
SD03XC167 STADIUM PARK

9449 Friars Road
San Diego, CA 92108

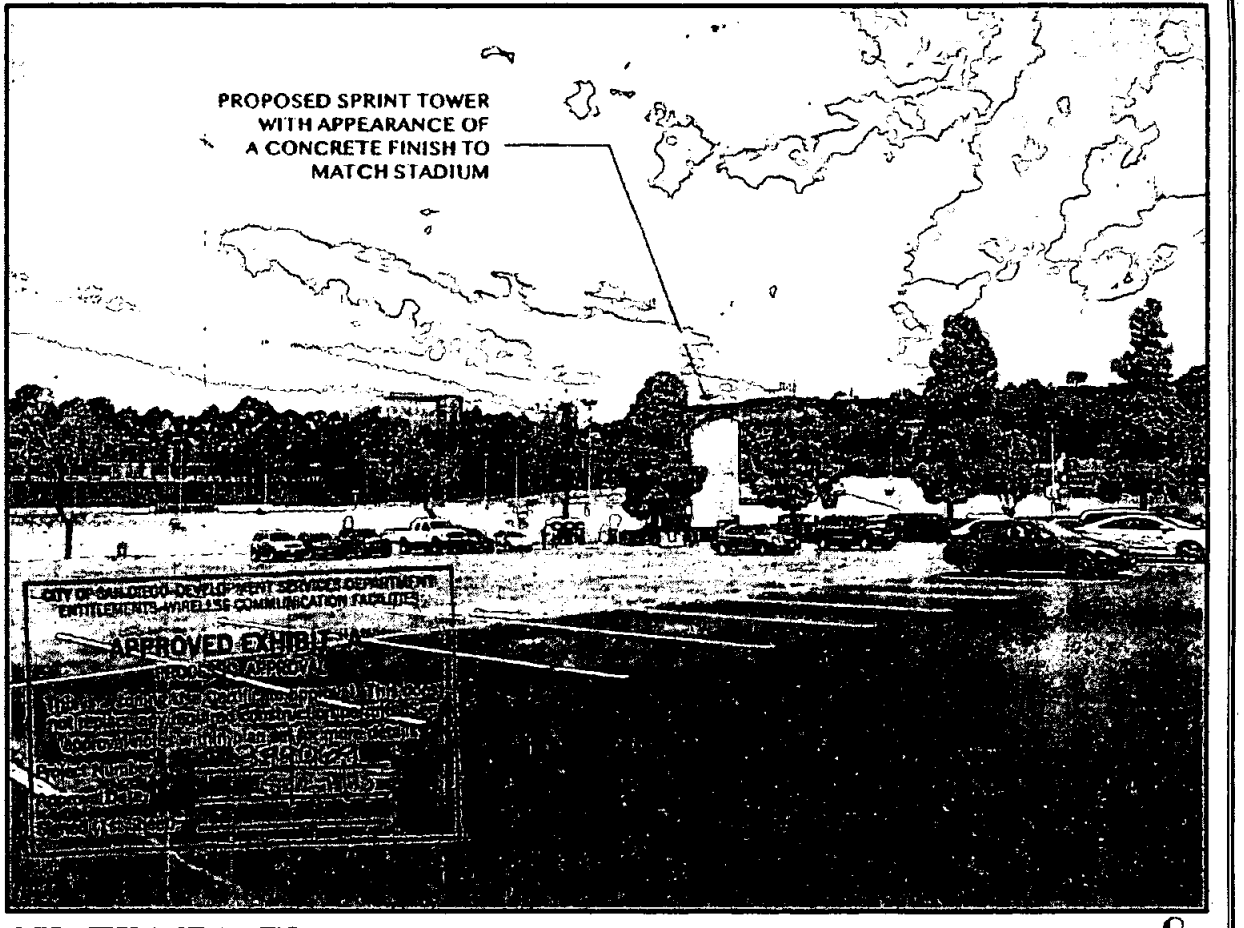
LOOKING NORTHWEST TOWARD SITE FROM PARKING LOT



SITE PRIOR TO INSTALLATION



VICINITY MAP



SITE AFTER INSTALLATION

M&M TELECOM, INC.
(858) 429-9585

THE CITY OF SAN DIEGO

Date of Notice: August 31, 2015

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT
SAP 12002000

PROJECT NAME/NUMBER: Sprint PCS Qualcomm Stadium Telecommunication Lease/N/A

COMMUNITY PLAN AREA: Mission Valley Community Plan

COUNCIL DISTRICT: 7

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

PROJECT DESCRIPTION: The project is the approval of a Telecommunications Lease between the City of San Diego and Sprint PCS Assets, LLC that would allow the installation and operation of a Wireless Communication Facility (WCF) consisting of twelve (12) panel antennas mounted inside a new 44-foot tall architectural tower element, with equipment located at the base of the tower The construction and installation of the tower and the other physical improvements were previously analyzed and were determined to be ministerial under Project No. 399069.

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%. Since the project area is relatively flat and the lease area is developed the exemption is appropriate and the exceptions listed in CEQA Section 15300.2 would not apply.


RECEIVED
CITY OF SAN DIEGO
2015 SEP 22 AM 9:34
REAL ESTATE ASSETS DEPT.

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

On August 31, 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 September 15, 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.

POSTED IN THE OFFICE OF DSD

Posted AUG 28 2015 ml

Removed SEP 18 2015

Posted by Myrabelle

Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:

APN#
Site #

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of _____, 2015 (the Effective Date").

1. THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155 and SPRINT PCS ASSETS, L.L.C., a Delaware Limited Liability Company ("LESSEE"), with an office at _____, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") dated _____, 2015, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease.

2. The term of the Lease is Ten (10) years and commenced on _____, 2015.

3. The land which is the subject of the Lease is described in attached Exhibit "A." The portion of the land being leased to LESSEE is set forth in the Lease.

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

CITY:

THE CITY OF SAN DIEGO, a

California municipal corporation
By: _____

Name: _____

Title: _____

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

By: _____

Name: _____

Title: _____

LESSEE:

SPRINT PCS ASSETS LLC., a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit D

Interference Protection Requirements

a. Interference. Prior to the Effective Date or at any time during the Term of this Lease, LESSEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from the proposed Communications Equipment; transmission frequencies that are currently being operated at the Site, and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies at the Site may be obtained from CITY'S General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY'S General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.

b. City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures. For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses at the Site.

Pre-installation or pre-use Testing

(1) LESSEE shall notify all permittees/lessees/users at the Site of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Site may be obtained from CITY and used to compile a notification list.

(a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.

(b) A copy of these instructions, "City of San Diego Radio/Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be noted in the notification letter.

(c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.

(d) The notification letter to the GSDCD Senior Communications Engineer shall include a list of all permittees/lessees/users notified.

(2) Following the completion of the tests, LESSEE shall provide a letter to the GSDCD Senior Communications Engineer stating the test results obtained from each permittee/lessee/user participating in the test and a list of those permittees/lessees/users who did not respond.

(3) If a notified permittee/lessee/user fails to send a qualified representative to observe and participate in the tests, it will be assumed by CITY that the permittee/lessee/user has assured itself that their operations will not be affected.

(4) It shall be the responsibility of LESSEE to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

c. <u>On-The-Air Tests - Technical Details</u>

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

(1) The LESSEE'S transmitting and/or receiving equipment shall be of the type planned for final use at the Site.

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

(b) On-the-air transmitter tests shall include the use of full allowable modulation.

(c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.

(2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the LESSEE'S electronic equipment.

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

d. <u>Radio Frequency Interference to City Radio Equipment</u>

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

(1) Detectable or measurable received intermodulation;

(2) Audio distortion or noise; and

(3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

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

f. Resulting Interference

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

TECHNICAL DATA SUMMARY

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

DATE_____

LOCATION_____ APPLICANT_____

CALL SIGN_____ CONTACT NAME_____ PHONE_____

TRANSMITTER

Manufacturer_____

Model_____

Emission_____

Radiated ERP_____Watts

Transmit Frequency_____

1. _____
2. _____
3. _____
4. _____

RECEIVER

Manufacturer_____

Model_____

Receiver Frequency_____

1._____
2._____
3._____
4._____

CTCSS or DCS

1._____
2._____
3._____
4._____

ANTENNA

Make_____

Model/Type_____

Gain_____dBd

Azimuth_____

TRANSMIT CAVITY FILTER ISOLATOR

Make_____

Make_____

REMARKS:

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION_____

FREQUENCY_____

DATE OF TEST_____

TIME OF TEST_____

PROPOSED TRANSMITTER OWNED BY_____

TEST PERFORMED BY_____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E

Installation Standards

a. All waveguide and coaxial cable runs shall be installed and supported on the tower, cable ladder, and ice bridges using equivalent hardware and methods to those currently used on site.

b. All waveguide and coaxial cable shall be installed in a neat manner with sweeping bends and straight runs on the tower cable ladder and ice bridges.

c. Three (3) ground kits shall be installed as follows: Near the antenna, where the coax transitions to horizontal at the junction between the cable ladder and ice bridge, and where the cable enters the building. Grounds shall be installed to shunt any lightning directly to earth ground.

d. All antenna mounts and hardware utilized on towers and structures shall be hot-dip galvanized or stainless steel and of standard manufacture.

e. All drawings submitted for installation approval shall clearly show the following items:

 (1) A plot plan of the site to include the building and tower location with the proposed equipment shown in its proposed location.

 (2) A tower drawing clearly showing the location of the proposed antenna and the routing of the waveguide or coax cable specifying grounding locations.

 (3) If equipment is to be located inside the building, a drawing shall be provided showing the rack location of the equipment, an elevation drawing of the rack, and a plot plan of the equipment installed in the rack.

 (4) A list of all equipment to be installed shall be provided. This list shall include the type and manufacturer of equipment, RF frequency, RF power, modulation type, RF filtering, antenna type, antenna model, antenna gain and azimuth, waveguide and/or coax cable length and AC power requirement including any HVAC.

f. All transmitters shall have necessary protection to eliminate any RF degradation of the receive signal to any other user on the site, such as filtering and isolators.

g. To minimize the number of antennas and waveguide or coax cables to be mounted on the tower, transmitter combining will be required whenever possible.

h. All cabinets and racks shall be grounded to the site grounding system.

i. Should CITY determine that a tower loading analysis is required, the requesting user shall have the tower analysis done at its expense and provide CITY with information on how the additional load to the tower will affect tower structural integrity.

j. Tower Climbing: All tower climbing shall be done in compliance with all CAL-OSHA requirements.

k. RF Radiation: Hazardous RF radiation levels may be encountered when climbing on existing antenna structures. Refer to FCC OET Bulletin 65. When it is necessary to climb on the antenna structure for installation or maintenance, contact the CITY'S General Services Department, Communications Division ("GSDCD") Fixed Maintenance Supervisor at (619) 525-8650 for shutdown scheduling and procedures. Any equipment installed on the Site may at times require shutdown to allow maintenance personnel to access the antenna structure.

l. Lessees shall provide CITY with shutdown procedures and 24-hour contact names and telephone numbers. In addition, should changes be made to the contact names and telephone numbers, the CITY shall be notified at least ten (10) calendar days before the change.

m. Access: For access to the site, contact the GSDCD Fixed Maintenance Supervisor at (619) 525-8650. Keys will be issued as required. **DO NOT DUPLICATE KEYS.**

n. Security: All sites are alarmed with silent alarms and monitored twenty-four (24) hours per day by the Public Service Dispatch Center. When entering or leaving a building, call (619) 527-7660 or use the order wire dial #13 and identify yourself. Police respond to all unanswered alarms.

o. Cleanup: All trash and debris shall be removed from the site at the end of each work day and upon completion of the project.

p. A detailed construction schedule shall be provided to GSDCD prior to any installation work.

Exhibit F

Emergency Maintenance Procedures

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

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **LESSEE'S Network Operation Call Center at (800) 264-6620.**

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

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

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

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

Exhibit G

Water Department Site Security Procedures

1. PURPOSE

To establish procedures that will be used to provide access to Water Department facilities for all telecommunication service providers.

2. AUTHORITY

2.1 Deputy Director, Water Operations Division

2.2 Real Estate Asset Department Lease Agreement for each specific property

3. DEFINITIONS

Access: the right, possibility, or means to entering or approach a place.

SCADA: Supervisory Control and Data Acquisition of the water distribution system through the use of sensors, telemetry, a staffed command center, and records storage.

SWIM: Sewer-Water-Infrastructure-Management; a computerized maintenance management system.

4. POLICY

Procedures listed below will be used to provide access to Water Department facilities for all telecommunication service providers.

Specific contract lease agreements with the telecommunication service providers may contain different requirements and restrictions regarding access to Water Department facilities. If the requirements within an existing agreement conflicts with the requirements herein, then the requirements within the lease agreement shall take precedence.

Non-emergency and emergency procedures are listed below and will be used.

5. RESPONSIBILITIES

5.1 System Operations, Water Operations Division

a. The Operations District Manager is responsible to provide direction and instruction to SCADA operators in order to ensure performance of the access procedure written below.

b. The Reservoir/Plant/Pump Maintenance District Manager is responsible to provide direction and instruction to the Planner/Scheduler, and to field crews, in order to ensure performance of the access procedure written below.

5.2 Water Operations Division Employees

a. Employees of the water operations division shall forward requests for access to SCADA, according to the procedure below.

5.3 Real Estate Asset Department

a. Employees of the Real Estate Asset Department shall forward requests for access to SCADA, according to the procedure below.

6. PROCEDURE

6.1 Non-Emergency Access Procedure

a. Telecommunication service providers will be required to call the SCADA Operator at (619) 527-7604 or (619) 527-7630 at least two (2) days in advance to schedule their required access. At the time of the request, the provider will give the SCADA Operator the following: 1) Location for access; 2) Date and start time; 3) Expected duration of access; 4) List of names of those employees who will be working at the site; and 5) Contact name and phone number to confirm information or reschedule access. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached).

b. The SCADA Operator will route the Telecom Service Provider Access Form via e-mail or fax, to the System Operations Planner/Scheduler. For after hours access the SCADA Operator will schedule the stand-by crew using the procedures 6.2a and 6.2b below.

c. The Planner/Scheduler will issue a SWIM service request (SR) to assign a crew to escort and supervise the access. The Planner/Scheduler will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility. The Planner/Scheduler has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).

d. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.

e. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.

6.2 Emergency Access Procedure:

a. Telecommunication service providers will be required to call the SCADA Operator, at (619) 527-7604 or (619) 527-7630, to request emergency access. At the time of the request, the provider will give the SCADA

Operator the information as required in 6.1a above. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached). The SCADA Operator has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).

b. The SCADA Operator will contact the Planner/Scheduler during normal working hours or dispatch a stand-by crew during non-normal working hours. During non-normal hours, the SCADA Operator will issue a SWIM service request (SR) to assign the stand-by crew to allow entry and to supervise the visitors. The SCADA Operator will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility.

c. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.

d. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 8A San Diego CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: SPRINT Contact Name: GLORI JAMES-SUAREZ

Company Address: 9191 TOWNE CENTER DR, SUITE 150, SD, CA 92122 Contact Phone: 760 586 0489

Contact Email: GLORI.JAMES-SUAREZ

CONTRACT INFORMATION

Contract Title: lease at Qualcomm Parking Lot (Monument) Start Date: 11-1-15

Contract Number (if no number, state location): CA End Date: 10-31-25

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: Full text of the EBO and its Rules are posted at *www.sandiego.gov/purchasing/programs/equalbenefits*.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- ◉ I affirm compliance with the EBO because my firm *(contractor must select one reason)*:
 - ● Provides equal benefits to spouses and domestic partners.
 - ○ Provides no benefits to spouses or domestic partners.
 - ○ Has no employees.
 - ○ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired
- ○ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

GLORI JAMES-SUAREZ / MANAGER		4.27.15
8/18/2015 Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: 8/18/205 EBO Analyst: ☑ Approved ☐ Not Approved – Reason: