

August 21, 2020

MS-KSOPHT0101-Z2650
Site ID: SD96XC003
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, 2014

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



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 October 15, 2014, (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: SD96XC003-A
Site Address: 9449 Friars Road, San Diego, CA 92108

To The City of San Diego Real Estate Assets Department:

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, 2014 and it expires on June 30, 2021.

5. The current annual rent payable under the Agreement is Fifty Two Thousand Six Hundred Three and 13/100 Dollars (\$52,603.13) 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.

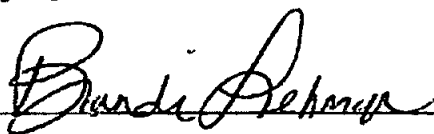
7. A security deposit is not required under the Agreement.

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:



Name:

Brandi Lehman

Title:

Real Estate Manager III

July 13, 2020

MS-KSOPHT0101-Z2650
Site ID: SD96XC003
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, 2014

Dear Property Services Manager:

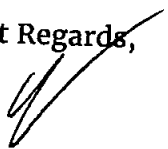
As you may be aware, the City Council has approved the Real Property Purchase and Sale Agreement between the City of San Diego and the Board of Trustees of the California State University, the State of California acting in its higher education capacity on behalf of San Diego State University (SDSU) regarding 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, 2014 (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
9449 Friars Road**

for

**DAS Equipment Facility
(SD96XC003)**

**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

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

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

1. DEFINITIONS.

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

- 1.1. "Communications Equipment" – includes, but is not limited to, antenna structures, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures, more particularly described in Exhibit C.
- 1.2. "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.
- 1.3. "LESSEE'S Operations" – LESSEE'S development, occupancy, use, and/or maintenance of the "Site" (defined below) and "Premises" (defined below).
- 1.4. "Site" – that certain portion of the "Premises" (defined below) used by LESSEE, more particularly described in Exhibit A.
- 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.

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 Site on a 24-

hour, non-exclusive basis to access the Premises using such access points as shown or described in Exhibit A.

- 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 D, which LESSEE may record in the Office of the San Diego County Recorder

3. USES.

LESSEE shall use the Premises 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 Premises, 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 commence on the Effective Date and shall expire on June 30, 2021, if not terminated earlier.

- 4.1. Holdover. LESSEE may not continue in possession of the Premises past the expiration or earlier termination of this Lease. Any extension of the Term shall require approval by the City Council pursuant to City Council Policy 700-10 ("Disposition of City-Owned Real Property").
- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Premises 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 Premises in the same condition as it was on the Effective Date, normal wear and tear excepted.
- 4.3. Termination by CITY. In the event the San Diego Chargers ("Chargers") announce that the Chargers will no longer be playing National Football League ("NFL") games at the Premises or formally commit to playing NFL games at another location (e.g., signing a lease to play at another location), CITY may terminate this Lease with twenty-four (24) months prior written notice to LESSEE. CITY shall not be obligated for any loss, financial or otherwise, which may be

incurred by LESSEE as a result of such termination of this Lease. LESSEE expressly waives any claim for expense or loss which LESSEE might incur as a result of CITY'S termination of this Lease pursuant to this section.

- 4.4. Termination by LESSEE. This Lease may be terminated by LESSEE at any time upon ninety (90) days prior written notice to CITY. Termination of this Lease by LESSEE shall not release LESSEE from any obligation or liability incurred or accrued, prior to the effectiveness of the termination, except for payment of rent after LESSEE has removed itself from the Site as provided herein.

5. RENT.

LESSEE shall pay to CITY rent in the amount of Forty Five Thousand Three Hundred Seventy Six Dollars and Fifty-Six cents (\$45,376.56) per year, ("Annual Rent"), in advance, subject to annual adjustments as of the first day of the second year and each Lease Year thereafter, as set forth below. The Annual Rent shall be calculated at \$5.89 per square foot per month times 12 months. CITY and LESSEE hereby agree that the total area of the Site is 642 square feet.

Lease Year Two	\$ 46,737.86 (\$6.0667 per square foot per month times 12 months)
Lease Year Three	\$ 48,140.00 (\$6.2487 per square foot per month times 12 months)
Lease Year Four	\$ 49,584.00 (\$6.4362 per square foot per month times 12 months)
Lease Year Five	\$ 51,071.00 (\$6.6292 per square foot per month times 12 months)
Lease Years Six - Ten	<u>Market Rent Adjustments by Appraisal</u>

The above rent schedule reflects an Annual Rent escalation equal to three percent (3%) above the Annual Rent for the preceding Lease Year. For the sixth through the final Lease Years, the rent may be adjusted upward pursuant to the "Market Rent Adjustments by Appraisal" section below.

- 5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the annual rent for the sixth Lease Year shall be adjusted to equal the then existing market rent as determined by an appraisal, which adjustment shall be effective as of the first day of the sixth Lease Year ("Adjustment Date"). Such appraisal shall be performed by a staff appraiser of CITY'S Real Estate Assets Department ("READ") or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases ("Qualified Appraiser") and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Site, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is

not completed prior to the Adjustment Date, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by LESSEE to CITY within thirty (30) calendar days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in effect immediately prior to the Adjustment Date. Once adjusted, the annual rent shall increase on each anniversary of the Adjustment Date by an amount equal to 3% 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 percent (3%) 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 at the end of fifteen (15) calendar days past due, LESSEE shall pay an additional five percent (5%), for a total of ten percent (10%), which is agreed by the Parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than \$250 (two hundred fifty dollars). 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 Premises. LESSEE shall make any and all of its records and accounts relating to its use of the Premises 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. Nothing in this requirement overrides federal regulations requiring protection of the privacy of telephone customers privacy, including customer proprietary network information (CPNI) and Sprint's privacy policy representations. Thus, this commitment does not include sharing receipts that include personally identifiable information of Sprint customers or their CPNI.

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 and Premises. 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 Premises.

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 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 brought, 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 PREMISES.

LESSEE represents and warrants that LESSEE has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Premises are in the condition called for herein, that CITY has performed all work with respect to the Premises, and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Premises. LESSEE, at the sole cost and expense of LESSEE, will relocate all equipment and material stored from View 40 to the satellite plumbers office on plaza level at gate L. The equipment to be relocated is a welder and band saw. Sprint will deliver adequate power to the satellite plumbers office in order for the welder and band saw to operate. LESSEE has been given the opportunity to investigate the Premises 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 Premises. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises.

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 Premises, or make any alterations to the Premises (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 Premises without CITY'S prior written consent.

- 10.1. 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 E.

- 10.2. 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.
- 10.3. 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. 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. Such certification shall be in substantially the form attached hereto as Exhibit H, which shall be delivered to CITY concurrently with the execution of this Lease.

13. TELECOMMUNICATIONS PROVISIONS.

- 13.1. **Entire Installation.** LESSEE represents and warrants that the Communications Equipment listed in Exhibit C constitutes the entire installation, which LESSEE shall update Exhibit C 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 radiation levels from the Communications equipment 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 E, 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:

- 13.4.1.1. LESSEE shall remove all trash and debris from the Site, whenever LESSEE accesses the Site at the end of that workday and upon completion of a project;
- 13.4.1.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
- 13.4.1.3. 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
- 13.4.1.4. LESSEE shall comply with the requirements set forth in Exhibit F with respect to any Communications Equipment installation or modification. CITY may, in its sole discretion, update Exhibit F from time to time.

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 H, 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.

14. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Premises. 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 Premises is damaged by LESSEE in any way that puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Premises all debris resulting from the damage and restore the Premises 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 Premises 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 Premises 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. A copy of the current EPA and State of California lists is on file in the Office of the City Clerk as Document No. 769704 and, by this reference, is incorporated into this Lease.

- 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 therefore.

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 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, LESSEE shall remove the item at LESSEE'S sole cost and expense within twenty-four (24) hours after CITY'S demand therefore, or CITY may then enter the Premises and remove the item at LESSEE'S cost and expense. LESSEE shall post a clearly marked sign at the Premises indicating LESSEE'S name and emergency telephone number.

17. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Premises 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 Premises 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 Premises 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 Premises.

- 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 G, 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 Premises for the purpose of viewing and ascertaining the condition of the Premises, or to protect CITY'S interest in the Premises, or to inspect the operations conducted on the Premises. If CITY'S entry or inspection discloses that the Premises 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 Premises 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 Premises 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 Premises 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 Premises, 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 Premises, 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 Premises, 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 Premises, 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 Premises results in a lien or notice of lien being filed against the Premises or Site LESSEE shall, within thirty (30) 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 (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Site.

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 by any other person, 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.

23.4. LESSEE'S Rights with Respect to its Affiliates. Notwithstanding anything above LESSEE shall at all times during this Lease have the right to assign, transfer, or sublease any portion of this Lease to (i) any person or entity that (directly or indirectly) controls, is controlled by, or under common control with LESSEE or (ii) any other person or entity that owns, beneficially, directly or indirectly, more than fifty percent (50%) of the outstanding capital stock, shares or equity interests of such person or entity.

24. INDEMNIFICATION.

24.1. LESSEE'S Indemnity Obligation. LESSEE shall protect, defend, indemnify, and hold CITY, its 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 LESSEE'S development, active use, or maintenance of the Site 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, defend, and hold harmless shall not include any claims or liability arising from the established negligence, negligence, or willful misconduct of CITY, its 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 Premises, 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 Premises for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.

26.3. Entry. CITY may enter the Premises to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with LESSEE'S use of the Premises and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Premises 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 Site.

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. Premises and Site Redefined. After a reassignment and relocation as provided in this section, the Premises shall be redefined to be the Relocation Space and Site will be redefined to be that particular portion of the Relocation Space used by Lessee. CITY and LESSEE agree that "as built" drawings of the Relocation Space, including any access and utility easements, may be prepared. 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 Premises 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 Premises 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 Premises occurs, and in the opinion of CITY, the remaining part of the Premises 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 Premises occurs, and in the opinion of CITY, the remaining part of the Premises 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 Premises taken, but only to the extent that LESSEE'S use of the Premises 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 Premises 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 Premises 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 Premises 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 Premises or to possession of the Premises, and CITY may enter and take possession of the Premises 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 Premises or possession of the Premises, and CITY may enter and take possession of the Premises 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 Premises. 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 Premises.

29.5. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Premises, 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 Premises 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 Premises (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 Premises 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 Premises 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 Premises, 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 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 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

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 Premises, 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 Premises, 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 Premises 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.]

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: 10/14/14

THE CITY OF SAN DIEGO, a California municipal corporation

By: [Signature]
Name: CAROL MONTGOMERY
Title: MANAGER, REAL ESTATE ASSETS

Date: 10/3/2014

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

By: [Signature]
Name: John Beaudoin
Title: Senior Manager, National Contracts

Environmental Analysis Section Environmental Clearance:

This activity is not a project as defined in CEQA Guidelines Section 15378(b)(5). Therefore this activity is not subject to CEQA per Section 15060(c)(3)

Date: 10/14/2014

By: [Signature]
Name: MARTHA BLOKE
Title: Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 10/15/2014

JAN I. GOLDSMITH, City Attorney

By: [Signature]
Name: Alexis Goldsmith
Title: Chief Deputy City Attorney

Exhibit A

Description of Site and Premises

LESSEE Site Number: SD96XC003 Sprint Qualcomm DAS

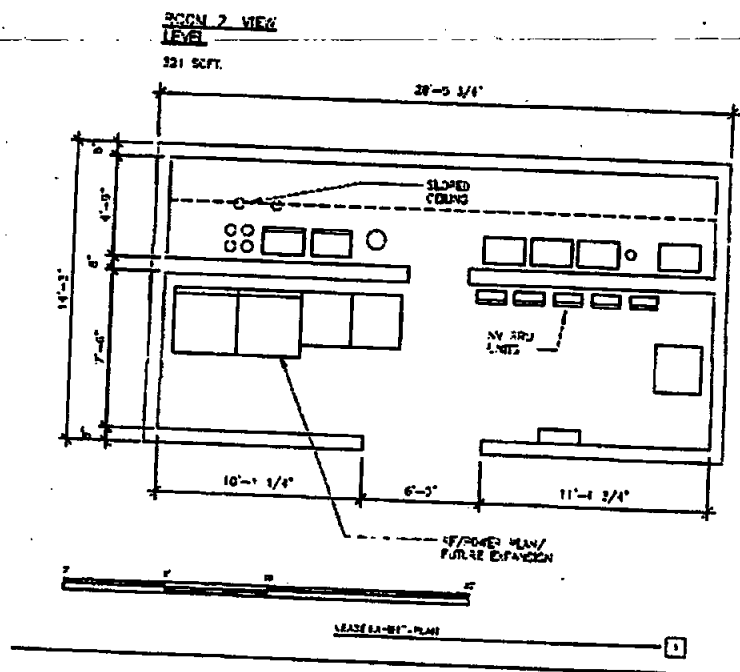
Location: Qualcomm Stadium San Diego. 9449 Friars Rd. SD CA 92108
Room View Level #2 within Stadium

Assessor's parcel Number: 433-250-16-00

Legal Description: NA. City of San Diego Owned Property

Description of Premises: 320 SQ Ft.

THIS PROJECT CONSISTS OF THE INSTALLATION OF INDOOR TELECOMMUNICATIONS EQUIPMENT IN AN EXISTING STADIUM. THE EQUIPMENT IS TO BE LOCATED IN TWO EXISTING ROOMS AT CLUB LEVEL. THE EQUIPMENT WILL BE CONNECTED TO AN EXISTING PREVIOUSLY APPROVED AT&T DAS ANTENNA SYSTEM VIA PREVIOUSLY APPROVED AT&T EQUIPMENT HEAD END ROOMS.



LESSEE Site Number: SD96XC003 Sprint Qualcomm DAS

Location: Qualcomm Stadium San Diego. 9449 Friars Rd. SD CA 92108

Room View Level # 40 within Stadium

Assessor's parcel Number: 433-250-16-00

Legal Description: NA. City of San Diego Owned Property

Description of Premises: 321 SQ Ft.

THIS PROJECT CONSISTS OF THE INSTALLATION OF INDOOR TELECOMMUNICATIONS EQUIPMENT IN AN EXISTING STADIUM. THE EQUIPMENT IS TO BE LOCATED IN TWO EXISTING ROOMS AT CLUB LEVEL. THE EQUIPMENT WILL BE CONNECTED TO AN EXISTING PREVIOUSLY APPROVED AT&T DAS ANTENNA SYSTEM VIA PREVIOUSLY APPROVED AT&T EQUIPMENT HEAD END ROOMS.

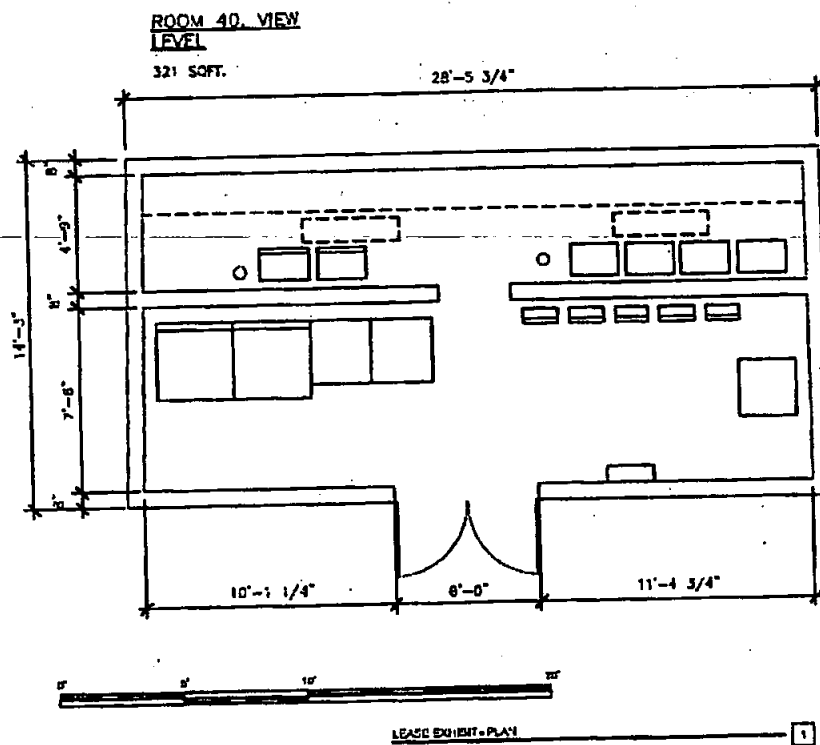
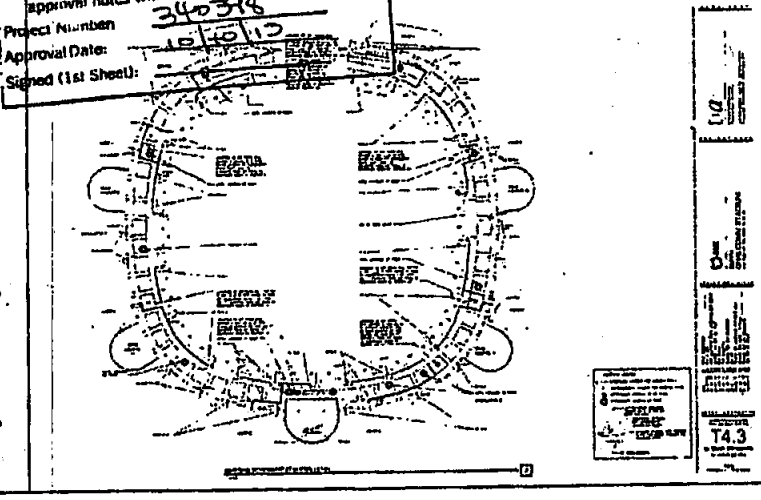
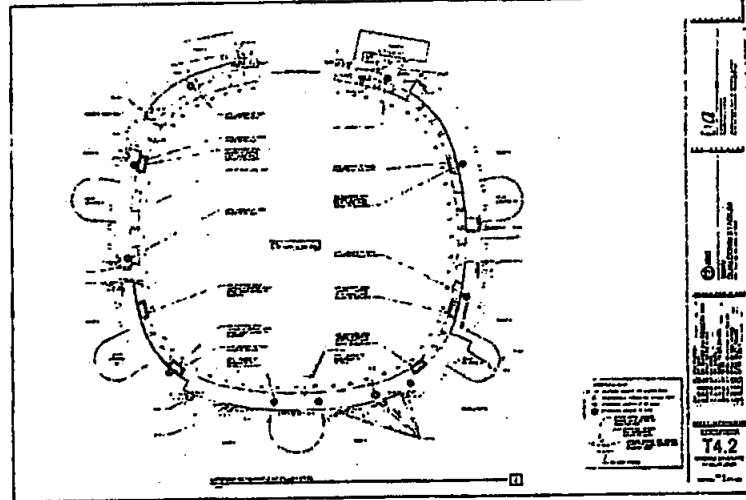
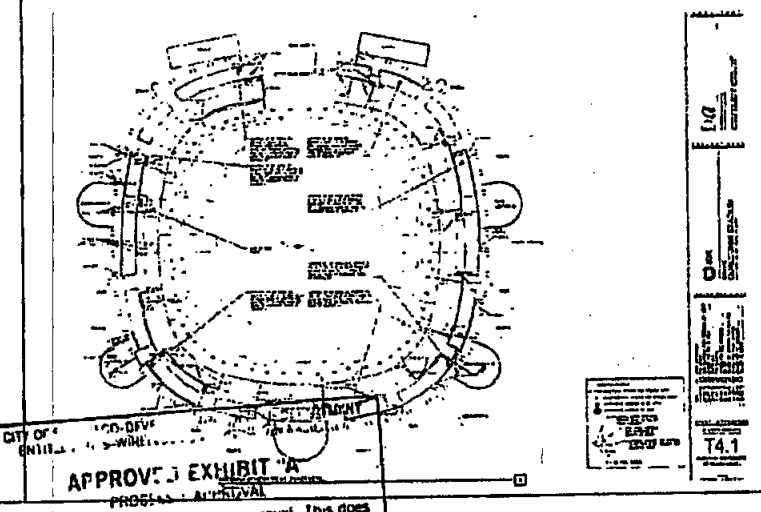
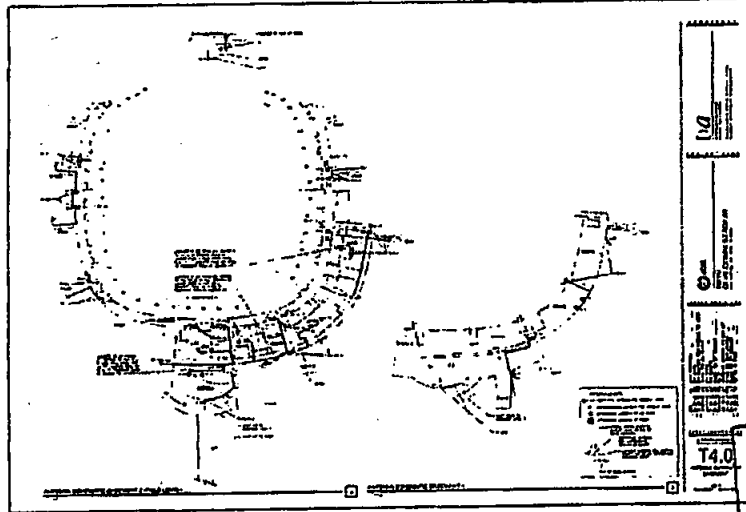


Exhibit B

Site Plans



CITY OF
 ENTIRE
 T4.0
 T4.1
 T4.2
 T4.3
 APPROVED EXHIBIT "A"
 PROJECT 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: 340378
 Approval Date: 10/10/12
 Signed (1st Sheet):

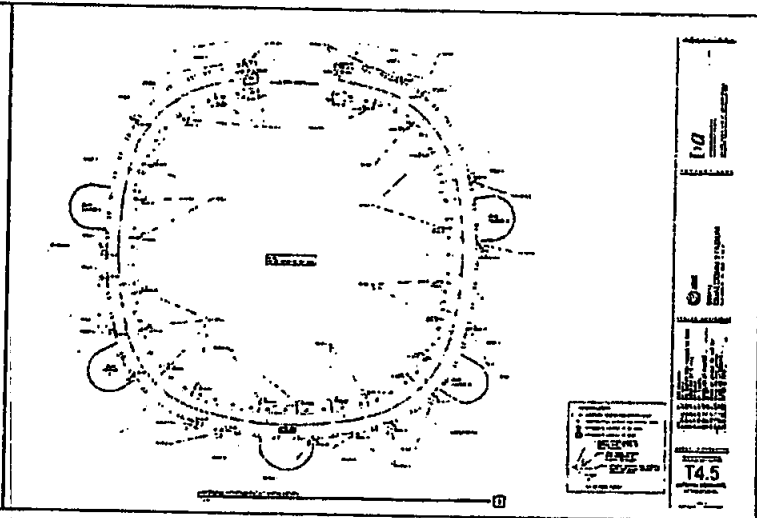


REFERENCE ONLY

SPRINT QUALCOMM DAS SD56XC003

ALL INFORMATION
 IS UNCLASSIFIED
 DATE 10/10/12 BY 101012

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REFERENCE ONLY

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See item notes, pg 3200, 32 12 1997

Qualcomm
is a registered trademark
of Qualcomm Corporation.
Qualcomm is a registered
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Qualcomm is a registered
trademark of Qualcomm Corporation.

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FROM THE ASSOCIATES
OF THE UNIVERSITY OF CHICAGO

REFERENCE ONLY

SPRINT QUALCOMM DAS SD96XC003

[illegible]

SHEET INFORMATION
BY KIMBLE ASSOCIATES
ARCHITECTURE + GRAPHICS
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ANTENNA LAYOUT
DATE: 11/11/01

[illegible]

THE SCHWARTZ ASSOCIATES
ARCHITECTS • INTERIORS

REFERENCE ONLY

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● 1997年12月1日

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INDUSTRY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
INDUSTRY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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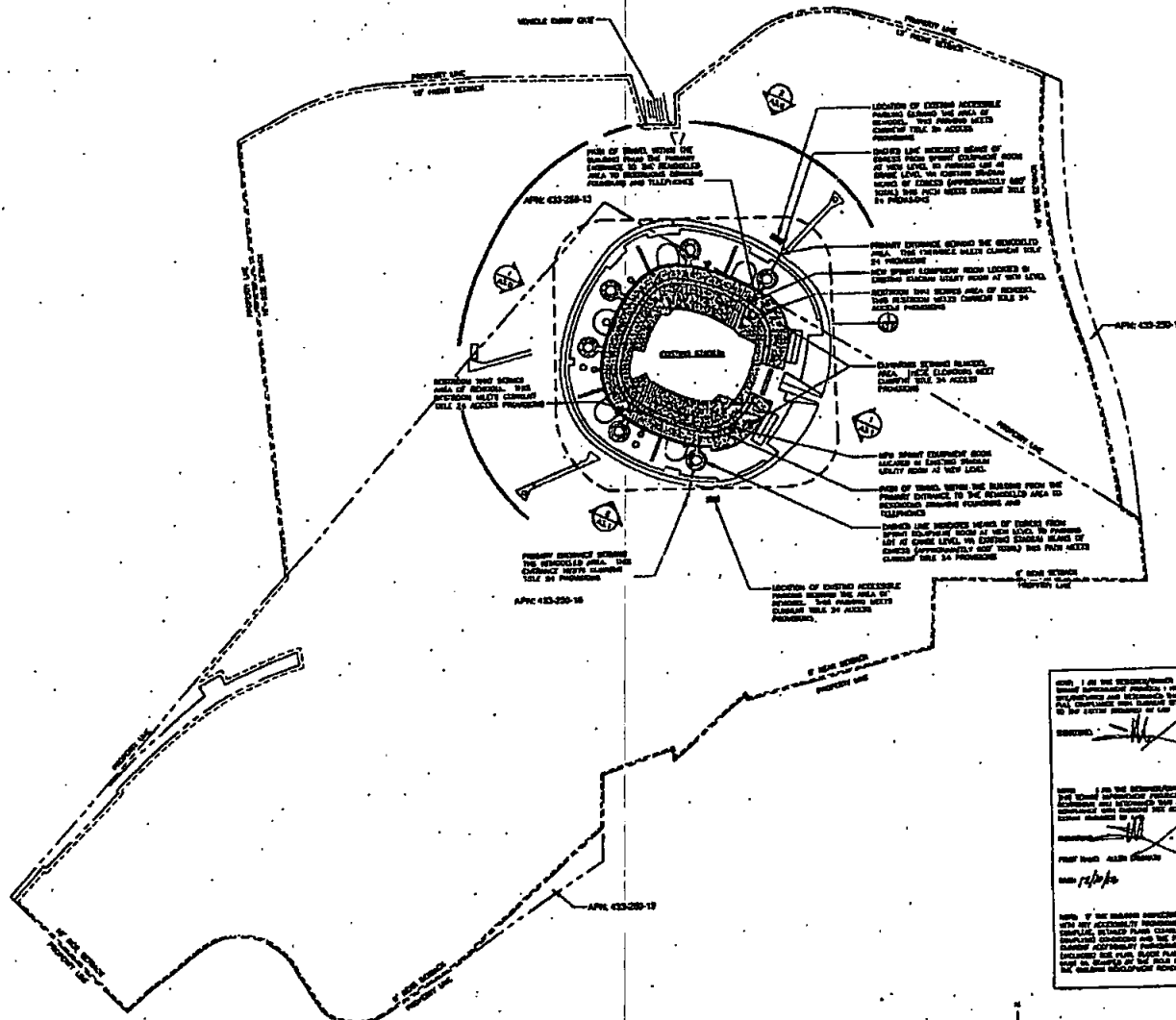
REPORT OF FORM NO. 1

DR. DONALD B. ARMITAGE
ARCHITECT, PLANNING + GRAPHICS

T2.1

ANTENNA LAYOUT

129603
 PAGE SECT 1; 1 (pages 5-6)



SITE PLAN
1"=200'

NOTE: 1. AS THE REPRESENTATIVE OF THE ARCHITECT, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTE: 2. AS THE REPRESENTATIVE OF THE ARCHITECT, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTE: 3. AS THE REPRESENTATIVE OF THE ARCHITECT, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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NOTE: 6. AS THE REPRESENTATIVE OF THE ARCHITECT, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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NOTE: 8. AS THE REPRESENTATIVE OF THE ARCHITECT, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTE: 9. AS THE REPRESENTATIVE OF THE ARCHITECT, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTE: 10. AS THE REPRESENTATIVE OF THE ARCHITECT, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DAVID A. BROWN
ARCHITECT
10000 JEFFERSON AVE. SUITE 100
LOS ANGELES, CALIF. 90024
(213) 440-1234

PROJECT NAME

SPRINT QUALCOMM DAS SD98XC003

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT

REVISION INFORMATION

BY DESIGN ASSOCIATES

ARCHITECTURAL CONSULTANTS

10000 JEFFERSON AVE. SUITE 100

LOS ANGELES, CALIF. 90024

(213) 440-1234

DATE

10/1/00

10/1/00

10/1/00

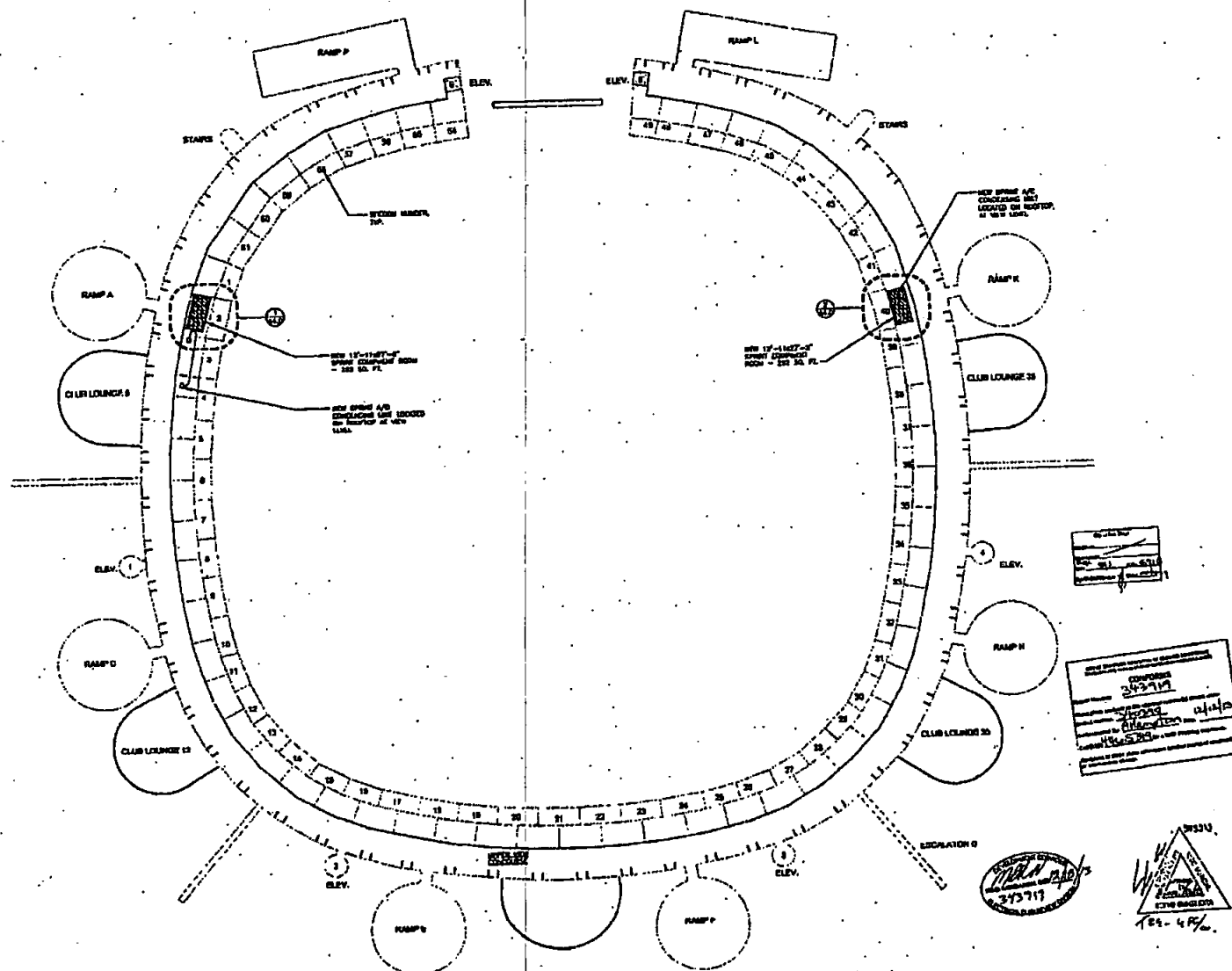
10/1/00

10/1/00

10/1/00

10/1/00

10/1/00



VIEW LEVEL FLOOR PLAN
1"=40'

ARCHITECT

PROJECT NAME

SPRINT QUAL COMB DAS SD86XC003

DATE

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT
11	10/1/00	ISSUED FOR PERMIT
12	10/1/00	ISSUED FOR PERMIT

SHEET INFORMATION

A2.1

VIEW LEVEL FLOOR PLAN

SCALE 1"=40'



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1152 06410189

Personal Description	Sex	Age	Height	Weight	Build	Complexion	Birth Date	Birth Place	Marital Status	Education	Occupation	Religion	Political Party	Other
John A. Smith	Male	35	5' 8"	175	Medium	Fair	1910	Chicago, Ill.	Married	High School	Teacher	Catholic	Democrat	
John A. Smith	Male	35	5' 8"	175	Medium	Fair	1910	Chicago, Ill.	Married	High School	Teacher	Catholic	Democrat	
John A. Smith	Male	35	5' 8"	175	Medium	Fair	1910	Chicago, Ill.	Married	High School	Teacher	Catholic	Democrat	
John A. Smith	Male	35	5' 8"	175	Medium	Fair	1910	Chicago, Ill.	Married	High School	Teacher	Catholic	Democrat	
John A. Smith	Male	35	5' 8"	175	Medium	Fair	1910	Chicago, Ill.	Married	High School	Teacher	Catholic	Democrat	
John A. Smith	Male	35	5' 8"	175	Medium	Fair	1910	Chicago, Ill.	Married	High School	Teacher	Catholic	Democrat	
John A. Smith	Male	35	5' 8"	175	Medium	Fair	1910	Chicago, Ill.	Married	High School	Teacher	Catholic	Democrat	
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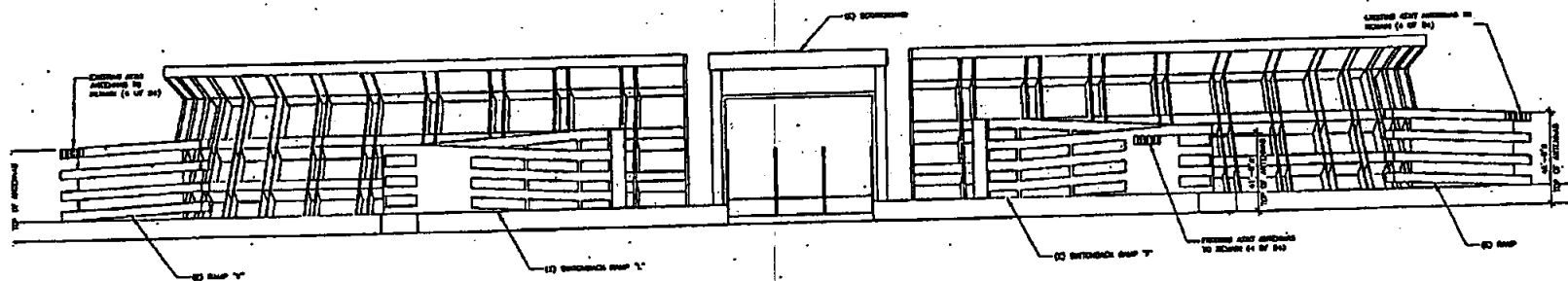
EMERGENCY INFORMATION

DE JURETIO ABLUCIARE
ABOLITIONE - CRIMINE

A3.1
EXTERIOR ELEVATIONS

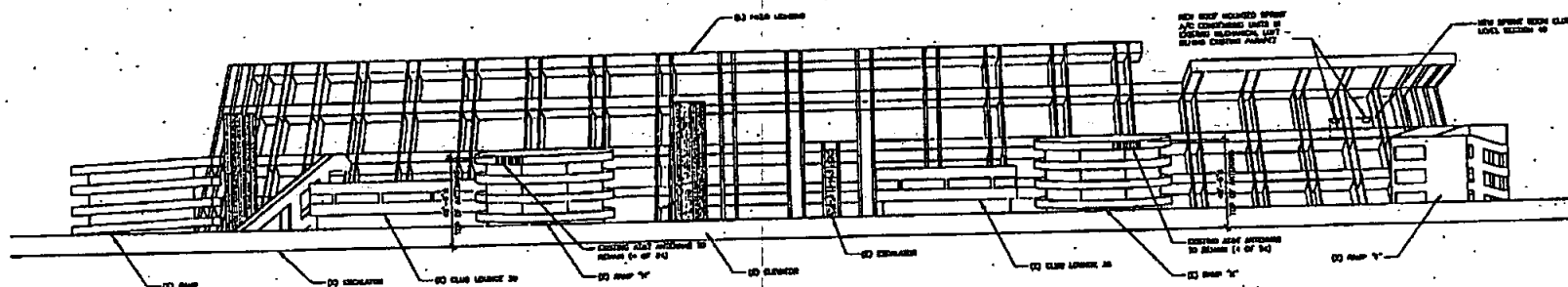
EXTERIOR ELEVATIONS

PLAN SCALE 1/1 (PLAN TO BE)



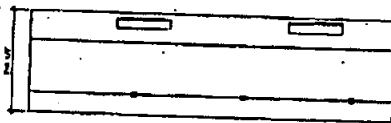
EXISTING EAST ELEVATION
1"=30'

1°-30'



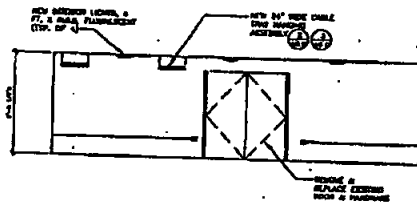
EXISTING SOUTH ELEVATION

1"=30'



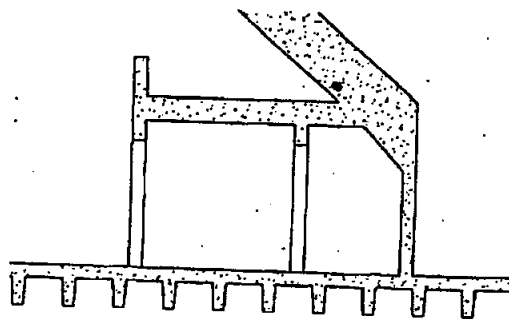
INTERIOR ELEVATION
1/4"=1'-0"

1



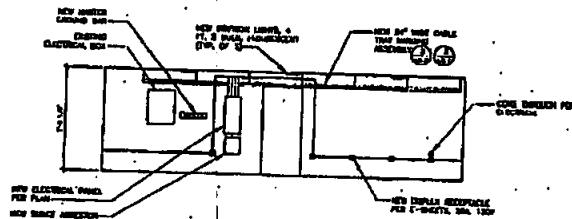
INTERIOR ELEVATION
1/4"=1'-0"

4



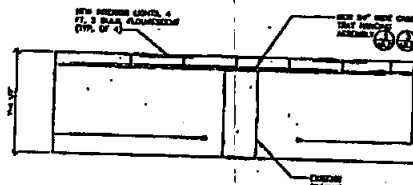
SECTION AT EQUIPMENT ROOM
3/8"=1'-0"

7



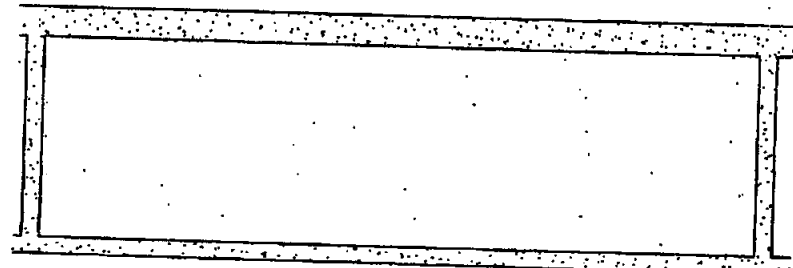
INTERIOR ELEVATION
1/4"=1'-0"

2



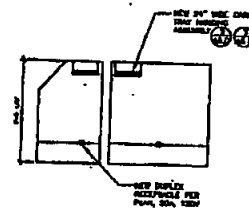
INTERIOR ELEVATION
1/4"=1'-0"

5



FRAMING SECTION AT NEW EQUIPMENT ROOM
1/2"=1'-0"

8



INTERIOR ELEVATION
1/4"=1'-0"

3



INTERIOR ELEVATION
1/4"=1'-0"

6



ARCHITECT
STATE OF TEXAS
ARCHITECTS
10000 WEST 10TH AVE. SUITE 100
DALLAS, TEXAS 75243

PROJECT NAME

SPRINT QUALCOMM DAS SD89XC003

REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT

QUEST INFORMATION

IN SUBJECT APPROVED

ARCHITECTURE & ENGINEERING

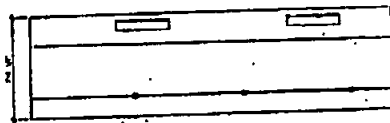
A5.0

INTERIOR ELEVATIONS

SECTIONS (SECTION 2)

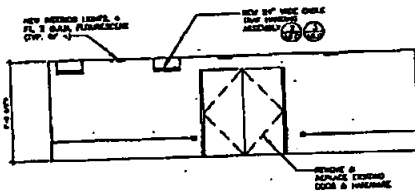
DATE

PLAT SCALE 1/2"=1'-0"



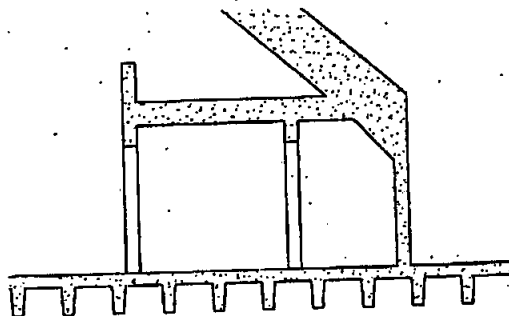
INTERIOR ELEVATION
1/4"=1'-0"

1



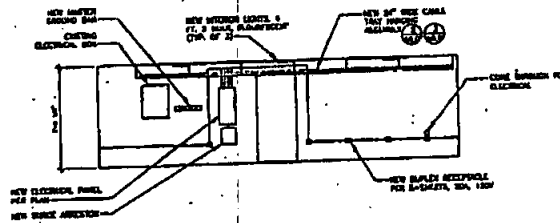
INTERIOR ELEVATION
1/4"=1'-0"

4



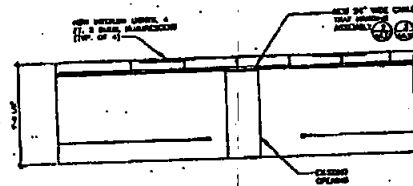
SECTION AT EQUIPMENT ROOM
3/8"=1'-0"

7



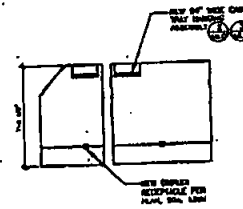
INTERIOR ELEVATION
1/4"=1'-0"

2



INTERIOR ELEVATION
1/4"=1'-0"

5



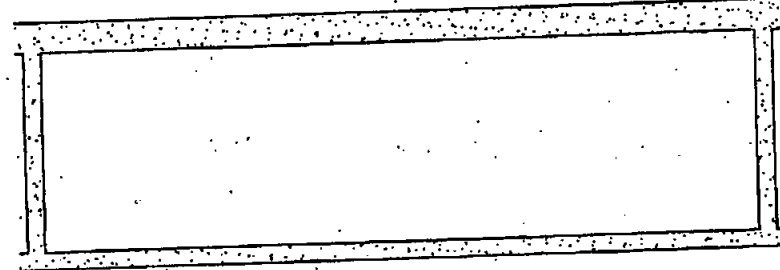
INTERIOR ELEVATION
1/4"=1'-0"

3



INTERIOR ELEVATION
1/4"=1'-0"

6



FRAMING SECTION AT NEW EQUIPMENT ROOM
1/2"=1'-0"

8



PROJECT NAME

SPRINT QUALCOMM DAS SDB6XC003

REVISIONS

NO.	DATE	DESCRIPTION
1	11/11/03	ISSUED FOR PERMIT
2	11/11/03	ISSUED FOR PERMIT
3	11/11/03	ISSUED FOR PERMIT
4	11/11/03	ISSUED FOR PERMIT
5	11/11/03	ISSUED FOR PERMIT
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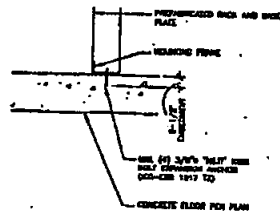
PROJECT INFORMATION

IN CONSULTATION WITH THE ARCHITECT

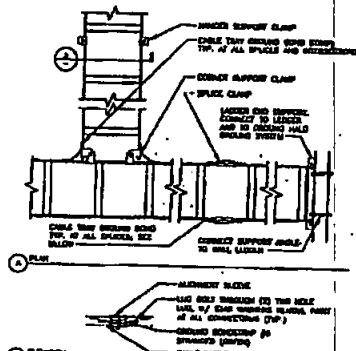
A5.1

INTERIOR ELEVATIONS
SECTIONS (SECTION 40)

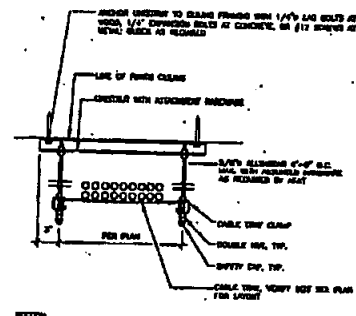
SCALE
PLAN SCALE 1/4"=1'-0"



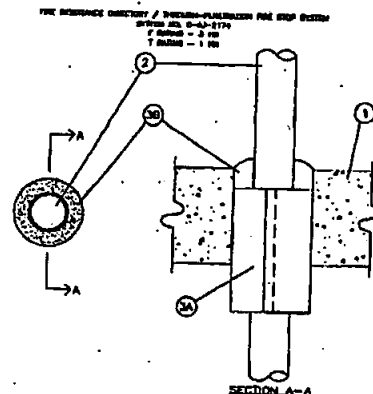
EQUIPMENT ATTACHMENT AT BASE
N.T.S.



CABLE TRAY ASSEMBLY
1'-1'-0"

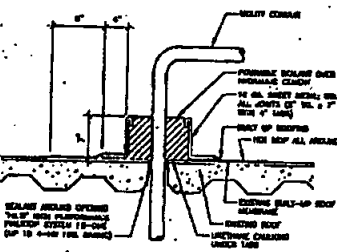


CABLE TRAY ASSEMBLY
1'-1/2'-1'-0"



1. FLOOR ON WALL ASSEMBLY - MINIMUM 2-1/2" IN. THICK REINFORCED CONCRETE OR NORMAL WEIGHT (100-150) IN. CONCRETE.
2. WALL PENETRATION ASSEMBLY - FLOOR PENETRATION - AS AN ALTERNATE TO ITEM 1, THE FLOOR PENETRATION MAY CONSIST OF A REINFORCED CONCRETE FLOOR PENETRATION. THE FLOOR PENETRATION SHALL BE CONSTRUCTED OF REINFORCED CONCRETE AND SHALL BE REINFORCED IN THE FLOOR PENETRATION AS SHOWN IN THE 3A FLOOR PENETRATION DETAIL.
3. WALL PENETRATION ASSEMBLY - WALL PENETRATION - AS AN ALTERNATE TO ITEM 1, THE WALL PENETRATION MAY CONSIST OF A REINFORCED CONCRETE WALL PENETRATION. THE WALL PENETRATION SHALL BE CONSTRUCTED OF REINFORCED CONCRETE AND SHALL BE REINFORCED IN THE WALL PENETRATION AS SHOWN IN THE 3A WALL PENETRATION DETAIL.
4. WALL PENETRATION ASSEMBLY - WALL PENETRATION - AS AN ALTERNATE TO ITEM 1, THE WALL PENETRATION MAY CONSIST OF A REINFORCED CONCRETE WALL PENETRATION. THE WALL PENETRATION SHALL BE CONSTRUCTED OF REINFORCED CONCRETE AND SHALL BE REINFORCED IN THE WALL PENETRATION AS SHOWN IN THE 3A WALL PENETRATION DETAIL.
5. WALL PENETRATION ASSEMBLY - WALL PENETRATION - AS AN ALTERNATE TO ITEM 1, THE WALL PENETRATION MAY CONSIST OF A REINFORCED CONCRETE WALL PENETRATION. THE WALL PENETRATION SHALL BE CONSTRUCTED OF REINFORCED CONCRETE AND SHALL BE REINFORCED IN THE WALL PENETRATION AS SHOWN IN THE 3A WALL PENETRATION DETAIL.
6. WALL PENETRATION ASSEMBLY - WALL PENETRATION - AS AN ALTERNATE TO ITEM 1, THE WALL PENETRATION MAY CONSIST OF A REINFORCED CONCRETE WALL PENETRATION. THE WALL PENETRATION SHALL BE CONSTRUCTED OF REINFORCED CONCRETE AND SHALL BE REINFORCED IN THE WALL PENETRATION AS SHOWN IN THE 3A WALL PENETRATION DETAIL.
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10. WALL PENETRATION ASSEMBLY - WALL PENETRATION - AS AN ALTERNATE TO ITEM 1, THE WALL PENETRATION MAY CONSIST OF A REINFORCED CONCRETE WALL PENETRATION. THE WALL PENETRATION SHALL BE CONSTRUCTED OF REINFORCED CONCRETE AND SHALL BE REINFORCED IN THE WALL PENETRATION AS SHOWN IN THE 3A WALL PENETRATION DETAIL.
11. WALL PENETRATION ASSEMBLY - WALL PENETRATION - AS AN ALTERNATE TO ITEM 1, THE WALL PENETRATION MAY CONSIST OF A REINFORCED CONCRETE WALL PENETRATION. THE WALL PENETRATION SHALL BE CONSTRUCTED OF REINFORCED CONCRETE AND SHALL BE REINFORCED IN THE WALL PENETRATION AS SHOWN IN THE 3A WALL PENETRATION DETAIL.

3-HOUR THROUGH PENETRATION FIRE-STOP
N.T.S.



UTILITY CONDUIT PENETRATION AT ROOF
1'-1/2'-1'-0"



PROJECT NAME

SPRINT QUAL COMM DAS SD86XC003

REVISED

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	
11	REVISION	

REVISION INFORMATION

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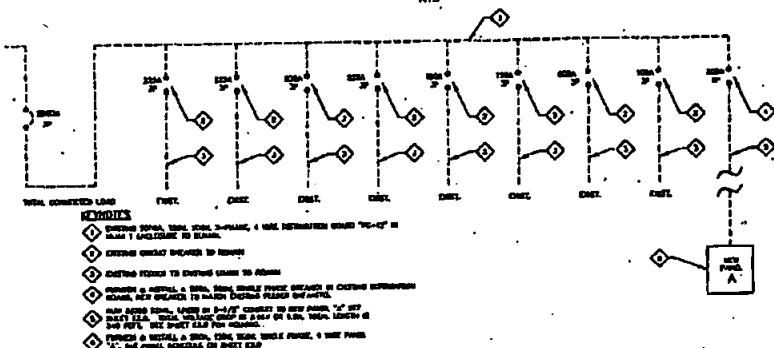
PAID: "A" LOCATION: EQUIPMENT ROOM 58 MOUNT: SURFACE
 MAIN: 200A MAIN LOCATION: TOP BUS SIZE: 200A
 VOLTAGE: 120V/208V PHASE: 1 WIRE: 3 CONDUIT: 2
 CABLE: 3 #150 KVM (P/M) 1/10" MIN. G.B.C. 105KAG
 ENCLOSURE NEMA 1

[illegible]

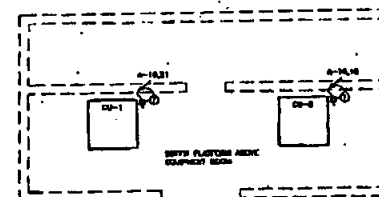
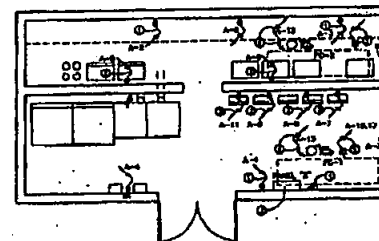
NTS

LEAD	TOTAL EXERCISED LEAD	AGE
EXERC. LEAD 1	64.8 04	120 A
EXERC. LEAD 2	64.9 57	162 A
EXERC. LEAD 3	64.6 59	100 A
EXERC. LEAD 4	64.6 49	140 A
EXERC. LEAD 5	65.2 57	120 A
EXERC. LEAD 6	65.3 57	120 A
EXERC. LEAD 7	73.0 57	040 A
EXERC. LEAD 8	38.6 55	00 A
EXERC. LEAD 9	37.3 55	027 A
NEW PAGES "C"		
	64.8 04	EXERC. A

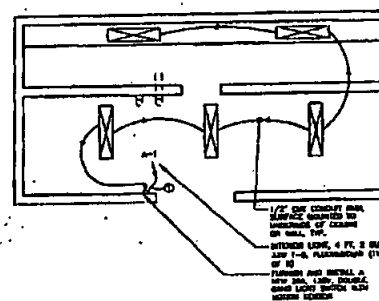
NTS



**DIS-
NTS**



- [illegible]

$$\frac{1}{4}'' = 1' - 0''$$

$$1/4^{\circ} = 1' - 0''$$


SPRINT QUALCOMM DAS SD96XC003

NAME	AGE	SEX	HT	WT	HAIR	EYES	SKIN	TOOTH	FEET	HAIR	EYES	SKIN	TOOTH	FEET
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B	B	F	1	10
JANE DOE	22	F	5'6"	120	B	B	F	1	10	B	B	F	1	10
JOHN DOE	25	M	5'10"	175	B	B	F	1	10	B				

SUBJECT INFORMATION

BY DONALD ASSOCIATES

500

F30

20.0

PANEL SCHEDULE POWER PLAN

(SECTION 2)

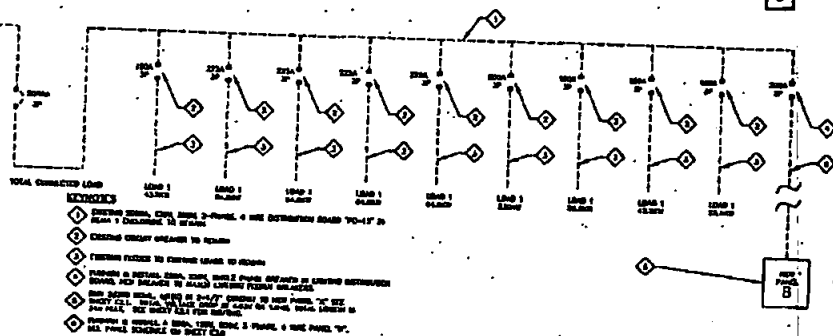
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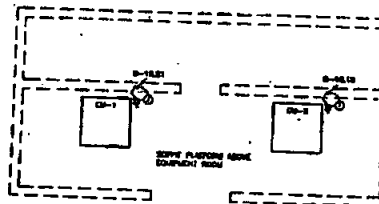
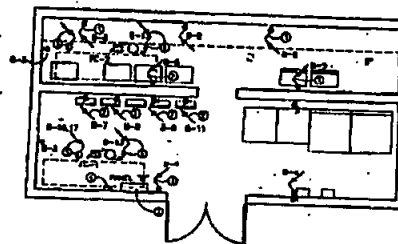
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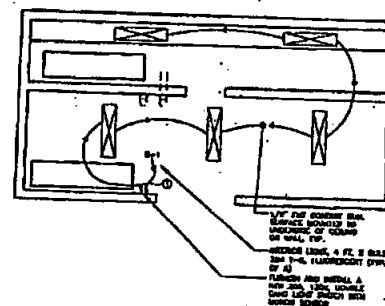
N15



NTS

 $\frac{1}{4} \times 1 = 0$

- [illegible]



14-00000



2

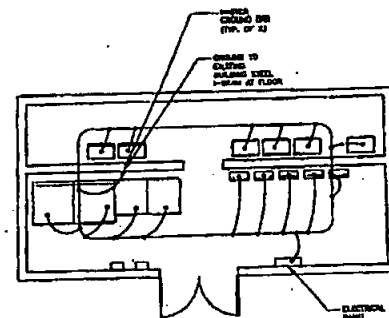
SPRINT QUALCOMM DAS SD95XC003

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E3.1

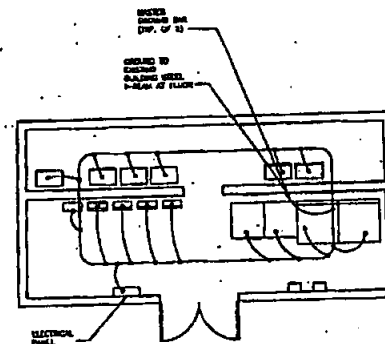
PLAT 8042 1:1 photo of rock



GROUNDING PLAN (SECTION 2)
N15

1

ROOM 40



GROUNDING PLAN (SECTION 40)
N15

1



ARCHITECT
DAVID A. JONES
REGISTERED PROFESSIONAL ARCHITECT
NO. 12345
EXPIRATION DATE 12/31/2010

PROJECT NAME
SPRINT QUALCOMM DAS SD98XC003
4000 PEARL DR. SUITE 200
DALLAS, TX 75201

REVISIONS

NO.	DATE	DESCRIPTION
1	12/31/2010	ISSUED FOR PERMIT
2	12/31/2010	REVISION 1
3	12/31/2010	REVISION 2
4	12/31/2010	REVISION 3
5	12/31/2010	REVISION 4
6	12/31/2010	REVISION 5
7	12/31/2010	REVISION 6
8	12/31/2010	REVISION 7
9	12/31/2010	REVISION 8
10	12/31/2010	REVISION 9
11	12/31/2010	REVISION 10
12	12/31/2010	REVISION 11
13	12/31/2010	REVISION 12
14	12/31/2010	REVISION 13
15	12/31/2010	REVISION 14
16	12/31/2010	REVISION 15
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100	12/31/2010	REVISION 99
101	12/31/2010	REVISION 100

SHEET INFORMATION
E4.0
GROUNDING PLANS
(SECTION 2 + 40)

1/8" = 1'-0" (SEE NOTE 1)

CERTIFICATE OF COMPLIANCE and FIELD INSPECTION READY CHECKLIST (Form 1 of 4) MECHANICAL

Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

Item	Pass/Fail	Notes
1. General Building Information		
2. Mechanical Equipment		
3. Electrical Systems		
4. Plumbing Systems		
5. Fire Protection Systems		
6. HVAC Systems		
7. Refrigeration Systems		
8. Air Conditioning Systems		
9. Heating Systems		
10. Ventilation Systems		
11. Exhaust Systems		
12. Other Mechanical Systems		

CERTIFICATE OF COMPLIANCE and FIELD INSPECTION READY CHECKLIST (Form 2 of 4) MECHANICAL

Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

Item	Pass/Fail	Notes
1. General Building Information		
2. Mechanical Equipment		
3. Electrical Systems		
4. Plumbing Systems		
5. Fire Protection Systems		
6. HVAC Systems		
7. Refrigeration Systems		
8. Air Conditioning Systems		
9. Heating Systems		
10. Ventilation Systems		
11. Exhaust Systems		
12. Other Mechanical Systems		

CERTIFICATE OF COMPLIANCE and FIELD INSPECTION READY CHECKLIST (Form 3 of 4) MECHANICAL

Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

Item	Pass/Fail	Notes
1. General Building Information		
2. Mechanical Equipment		
3. Electrical Systems		
4. Plumbing Systems		
5. Fire Protection Systems		
6. HVAC Systems		
7. Refrigeration Systems		
8. Air Conditioning Systems		
9. Heating Systems		
10. Ventilation Systems		
11. Exhaust Systems		
12. Other Mechanical Systems		

CERTIFICATE OF COMPLIANCE and FIELD INSPECTION READY CHECKLIST (Form 4 of 4) MECHANICAL

Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

Item	Pass/Fail	Notes
1. General Building Information		
2. Mechanical Equipment		
3. Electrical Systems		
4. Plumbing Systems		
5. Fire Protection Systems		
6. HVAC Systems		
7. Refrigeration Systems		
8. Air Conditioning Systems		
9. Heating Systems		
10. Ventilation Systems		
11. Exhaust Systems		
12. Other Mechanical Systems		

MECHANICAL EQUIPMENT AND REPAIR (Form 1 of 2) MECHANICAL

Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

Equipment	Model	Year	Capacity	Notes
1. Air Conditioning Unit				
2. Heating Unit				
3. Refrigeration Unit				
4. Ventilation Unit				
5. Exhaust Unit				
6. Other Mechanical Equipment				

MECHANICAL EQUIPMENT AND REPAIR (Form 2 of 2) MECHANICAL

Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

Equipment	Model	Year	Capacity	Notes
1. Air Conditioning Unit				
2. Heating Unit				
3. Refrigeration Unit				
4. Ventilation Unit				
5. Exhaust Unit				
6. Other Mechanical Equipment				

MECHANICAL EQUIPMENT DETAILS (Form 1 of 2) MECHANICAL

Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

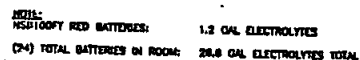
Equipment	Model	Year	Capacity	Notes
1. Air Conditioning Unit				
2. Heating Unit				
3. Refrigeration Unit				
4. Ventilation Unit				
5. Exhaust Unit				
6. Other Mechanical Equipment				

CERTIFICATE OF COMPLIANCE and FIELD INSPECTION READY CHECKLIST (Form 1 of 4) MECHANICAL

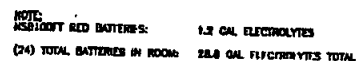
Owner: **XXXXXXXXXX** Date: **XXXX/XX/XX**

Inspector: **XXXXXXXXXX** License: **XXXXXX**

Item	Pass/Fail	Notes
1. General Building Information		
2. Mechanical Equipment		
3. Electrical Systems		
4. Plumbing Systems		
5. Fire Protection Systems		
6. HVAC Systems		
7. Refrigeration Systems		
8. Air Conditioning Systems		
9. Heating Systems		
10. Ventilation Systems		
11. Exhaust Systems		
12. Other Mechanical Systems		



1.



9

HAZMAT NOTE: EACH EQUIPMENT ROOM (#2 AND #40)
ARE INDEPENDENT OF EACH OTHER.



SPRINT QUALCOMM DAS SD98XC003

DATE	TIME	FROM	TO	REMARKS
12-11-71	1445	SEA	SEA	ARRIVAL
12-11-71	1500	SEA	SEA	DEPART
12-11-71	1530	SEA	SEA	ARRIVAL
12-11-71	1600	SEA	SEA	DEPART
12-11-71	1630	SEA	SEA	ARRIVAL
12-11-71	1700	SEA	SEA	DEPART
12-11-71	1730	SEA	SEA	ARRIVAL
12-11-71	1800	SEA	SEA	DEPART
12-11-71	1830	SEA	SEA	ARRIVAL
12-11-71	1900	SEA	SEA	DEPART
12-11-71	1930	SEA	SEA	ARRIVAL
12-11-71	2000	SEA	SEA	DEPART
12-11-71	2030	SEA	SEA	ARRIVAL
12-11-71	2100	SEA	SEA	DEPART
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5 SUPPLY INFORMATION

H1

SECRET

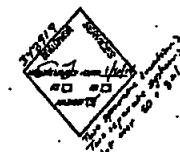
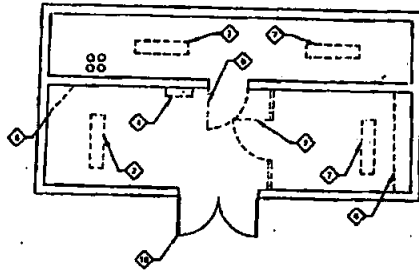


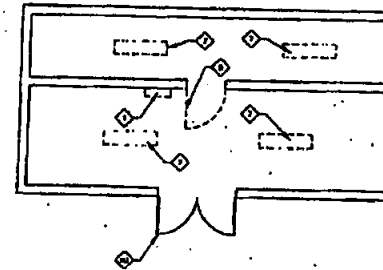
Exhibit C

Equipment at the Site



DEMOLITION PLAN - (SECTION 2)
1/4"=1'-0"

1



DEMOLITION PLAN (SECTION 40)
N.T.S.

2

DEMOLITION KEY NOTES

- ◇ REMOVE AND DEMOLISH EXISTING UTILITY AND
REPLACE WITH NEW UTILITY AND DEMOLISH
REPLACE WITH NEW UTILITY AND DEMOLISH
- ◇ REMOVE AND DEMOLISH EXISTING WALL AND DOOR
REPLACE WITH NEW WALL AND DOOR
- ◇ NOT USED
- ◇ NOT USED
- ◇ REMOVE AND DEMOLISH EXISTING ACCESS DOOR, FRAME
AND LATCHING
- ◇ REMOVE AND DEMOLISH EXISTING SHOT AND RELOADING
MACHINE
- ◇ REMOVE AND DEMOLISH EXISTING LIGHTING AND RELATED
EQUIPMENT
- ◇ NOT USED
- ◇ NOT USED
- ◇ REMOVE AND DEMOLISH EXISTING DOOR & WINDOW
UP TO FRAME

DEMOLITION KEY NOTES

1. REMOVE ALL MATERIALS AT STATION AND FRAME
FROM EXISTING STRUCTURE WITH EXISTING MATERIAL
AND FRAME TO BE RETURNED TO EXISTING
2. REMOVE ALL MATERIALS AT STATION AND FRAME
FROM EXISTING STRUCTURE WITH EXISTING MATERIAL
AND FRAME TO BE RETURNED TO EXISTING

DEMOLITION KEY NOTES
N.T.S.

3



ARCHITECT
IN SERVICE ASSOCIATED
ARCHITECTS & ENGINEERS
INCORPORATED, 1400 N. GARDEN ST.
DALLAS, TEXAS 75207

PROJECT NAME

SPRINT QUALCOMM DAS SDBXC003
DAS FLOOR PLAN AND DEMO OF 1ST FLOOR

REVISIONS

NO.	DATE	DESCRIPTION
1	10/10/00	ISSUED FOR PERMIT
2	10/10/00	ISSUED FOR PERMIT
3	10/10/00	ISSUED FOR PERMIT
4	10/10/00	ISSUED FOR PERMIT
5	10/10/00	ISSUED FOR PERMIT
6	10/10/00	ISSUED FOR PERMIT
7	10/10/00	ISSUED FOR PERMIT
8	10/10/00	ISSUED FOR PERMIT
9	10/10/00	ISSUED FOR PERMIT
10	10/10/00	ISSUED FOR PERMIT

SHEET INFORMATION

IN SERVICE ASSOCIATED
ARCHITECTS & ENGINEERS

A4.0
EQUIPMENT ROOM
DEMOLITION PLANS

FROM
PLAN BOOK 1.1 (SHEET 9/22)

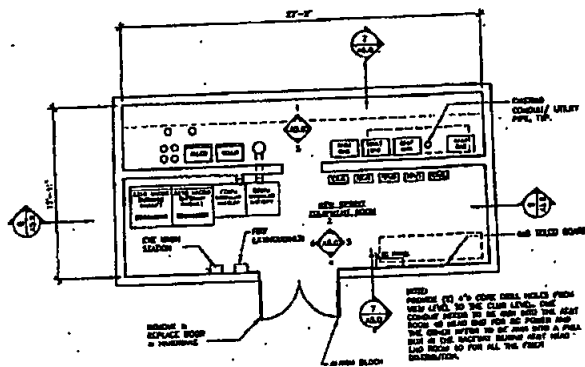


Exhibit D

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 _____, 20____ (the Effective Date").

1. THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and SPRINT PCS ASSETS, 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 _____, 20____, for the purpose of
installing, operating, and maintaining a wireless communication facility and other improvements as set
forth in the Lease.

2. The term of the Lease is _____ () years and commenced on _____, 20____.
3. The land which is the subject of the Lease is described in attached Exhibit "A." The portion of the land
being leased to LESSEE is set forth in the Lease.

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

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

SPRINT PCS ASSETS, L.L.C., a Delaware limited liability
company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

By: _____

Name: _____

Title: _____

Exhibit E

Interference Protection Requirements

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

Pre-installation or pre-use Testing

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

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

c. On-The-Air Tests - Technical Details

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

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

d. Radio Frequency Interference to City Radio Equipment

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

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

e. Modifications to Equipment

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

f. Resulting Interference

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

TECHNICAL DATA SUMMARY

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

DATE _____

LOCATION _____ APPLICANT _____

CALL SIGN _____ CONTACT NAME _____ PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency

Receiver Frequency

CTCSS or DCS

1. _____ 1. _____ 1. _____

2. _____ 2. _____ 2. _____

3. _____ 3. _____ 3. _____

4. _____ 4. _____ 4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make _____ Make _____ Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit F

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 G

Emergency Maintenance Procedures

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

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

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

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

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

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

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name: <u>H&S VISION WIRELESS, INC</u>	Contact Name: <u>SAMUEL RIVERA JR</u>
Company Address: <u>26025 Newport Rd Ste # A402</u>	Contact Phone: <u>760-250-3511</u>
<u>MENIFEE, CA 92584</u>	Contact Email:

CONTRACT INFORMATION	
Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

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 SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

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

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

- A. ☒ I affirm compliance with the EBO because my firm (contractor must select one reason):
- ☒ Provides identical benefits to spouses and domestic partners.
 - ☐ Provides no benefits to spouses or domestic partners.
 - ☐ Has no employees.
- B. ☐ I am not now in compliance, but request approval of provisional compliance with the EBO (contractor must select one):
- ☐ Until my firm completes administrative steps to implement compliance (3 month maximum).
 - ☐ Until effective date of my firm's first open enrollment period (1 year maximum).
 - ☐ Until expiration of current collective bargaining agreement(s) with my firm.
- C. ☐ I request approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm (contractor must select all):
- ☐ Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
 - ☐ Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
 - ☐ Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

SAMUEL RIVERA JR / CEO
Name/Title of Signatory

[Signature]
Signature

10/21/14
Date

FOR OFFICIAL CITY USE ONLY	
Receipt Date:	EBO Analyst: ☐ Approved ☐ Not Approved - Reason: