

CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

This CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into between The City of San Diego, a California municipal corporation ("CITY"), and T-MOBILE WEST LLC, a Delaware limited liability company ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective on Aug 18, 2016 ("Effective Date"), provided this Permit is signed by the Parties and approved by the San Diego City Attorney.

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

1. DEFINITIONS.

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

- 1.1. **"CITY Contact"** – the CITY's Qualcomm Stadium District Manager or designee. For purposes of this Permit, the CITY Contact is currently **Tom Ritz**, who can be contacted at (619) 641-3106.
- 1.2. **"Hazardous Substances"** – those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances.
- 1.3. **"Temporary Communications Facility"** – the facility shall consist of one 30-foot guyed-mast tower supporting six antennas, six Remote Radio Units (RRU) and a 2-foot diameter microwave dish and two equipment cabinets within a 400-square foot fenced enclosure in Section F1 in the designated parking area, more particularly depicted/described in Exhibit B.
- 1.1. **"Permit Area"** – a square-shaped existing fenced area, 20'x'20', located on a portion of that certain CITY-owned real property, commonly known as Qualcomm Stadium at 9449 Friars Road in the City of San Diego, State of California ("Stadium"), adjacent to the **Stadium parking lot F-1**, the Stadium being more particularly described in Exhibit A and both the Stadium and the Permit Area thereon being more particularly depicted/described in Exhibit B. Notwithstanding any description or depiction which may exist to the contrary, the Permit Area shall not include any areas which are currently devoted to or designated as handicap parking spaces.
- 1.2. **"Permit Use"** – the non-exclusive use of the Permit Area for the purposes of operating, maintaining, and removing the Mobile Unit to provide telecommunication services to persons attending events at the Stadium.
- 1.3. **"PERMITTEE'S Operations"** – PERMITTEE'S development, occupancy, use,

maintenance, and/or restoration of the Permit Area.

2. RIGHT TO ENTER.

Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, and contractors to enter upon the Permit Area.

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

3. USE OF PERMIT AREA.

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

- 3.1. Time of Use. PERMITTEE may install the Temporary Communications Facility within the Permit Area twenty-four (24) hours a day, seven (7) days a week.
- 3.2. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in the surrounding area.

4. TERM.

Unless the San Diego Chargers football team qualifies for the NFL play-offs, the Term of this Permit ("Term") shall be five (5) months, commencing on the Effective Date and terminating on December 31, 2016. If the San Diego Chargers qualify for the NFL play-offs, the Term of this Permit will expire on the last day of the last month in which the San Diego Chargers play a postseason game during the 2016 NFL season. In no event shall the Term of this Permit extend beyond February 28, 2017.

5. PERMIT PROCESSING FEE.

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

6. RENT.

PERMITTEE shall pay to CITY rent in the amount of Three Thousand Five hundred Dollars (\$3,500) per month. Calculation of all prorated rents under this section shall be based on a 30-day month.

- 6.1. Time and Place of Payment. Rent is due monthly, in advance, on or before the first day of each month during the Term. Monthly rent checks shall be made payable to "City Treasurer" and delivered to the Office of the City Treasurer, located at the Civic Center Plaza Building, 1200 Third Avenue, First Floor, San Diego, CA 92101, or mailed with an invoice to:

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

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

7. INSURANCE.

PERMITTEE shall not enter the Permit Area until it has provided to the CITY, insurance certificates reflecting evidence of all insurance required below; and confirmed that all policies contain the specific provisions required below. PERMITTEE'S liabilities, including but not limited to PERMITTEE'S indemnity obligations, under this Permit, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE'S failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by the CITY.

- 7.1. Types of Insurance: At all times during the term of this Permit, the PERMITTEE shall maintain insurance coverage as follows:

a. Commercial General Liability (CGL): Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

- b. Commercial Automobile Liability. For all of the PERMITTEE's automobiles including owned, hired and non-owned automobiles, the PERMITTEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
- c. Causes of Loss-Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss-Special Form Property Insurance on all of PERMITTEE's insurable property related to the Project or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver a certificate of such insurance to CITY Contact.
- d. Workers' Compensation. For all of the PERMITTEE's employees who are subject to this Permit and to the extent required by the applicable state or federal law, the PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.
- 7.2 Deductibles: All deductibles on any policy shall be the responsibility of the PERMITTEE and shall be commercially reasonable.
- 7.3 Acceptability of Insurers: Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 7.4 Modification: To assure protection from and against the kind and extent of risk existing with the Project, CITY, at its reasonable discretion and upon agreement of PERMITTEE, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall mutually agree to obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Project.
- 7.5 Accident Reports: PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the

accident, the names and addresses of any witnesses, and other pertinent information.

- 7.6 Required Endorsements: The following endorsements to the policies of insurance are required to be provided to the CITY before any work is initiated under this Permit.

7.6.1 Commercial General Liability Insurance Endorsements:

i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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

iii. Severability of Interest: The policy or policies must be endorsed to provide that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.6.2 Automobile Liability Insurance Endorsements:

i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the PERMITTEE.

ii. Severability Of Interest: The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect

to the limits of the insurer's liability and shall provide cross-liability coverage.

7.6.3 Worker's Compensation Insurance Endorsements:

i. Waiver of Subrogation: The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the CITY.

8. PERMITTEE'S RISK.

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

9. ACCEPTANCE OF PERMIT AREA.

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

10. IMPROVEMENTS AND ALTERATIONS.

PERMITTEE shall not construct any improvements, structures, or installations within the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

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

wires and/or cables must be installed above ground level.

11. COMPLIANCE WITH LAWS AND POLICIES.

- 11.1. **General.** PERMITTEE shall, at its sole cost and expense, comply with the requirements of all rules, regulations, ordinances, laws, and directives of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S Operations.
- 11.2. **No Discrimination.** PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

12. TELECOMMUNICATIONS PROVISIONS.

- 12.1. **Radio Frequency Radiation.** PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Mobile Unit within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Mobile Unit, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. PERMITTEE shall report to CITY any areas discovered by PERMITTEE to exceed such federally mandated limits. If radiation levels are found to exceed such levels, PERMITTEE shall not, in any way, hold the CITY responsible for radiation levels generated by the CITY's own facilities. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA.
- 12.2. **Radio Frequency Interference.** PERMITTEE shall comply with all requirements set forth in Exhibit C, which may be updated from time to time in CITY'S sole discretion. PERMITTEE warrants that PERMITTEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses at the Stadium.
- 12.2.1. In the event the Mobile Unit causes an obstruction in the line of sight to and from the antennas located on the utility building next to the Permit Area, PERMITTEE shall, under the supervision of CITY, raise the height of the antennas on the utility building to a height necessary to restore the line of sight to and from such antennas.

- 12.2.2. PERMITTEE shall consult with the San Diego Chargers to secure available frequencies to ensure that PERMITTEE'S Operations do not interfere with game day operations of the San Diego Chargers' equipment and communications systems.
- 12.3. Industry Standards. PERMITTEE shall perform PERMITTEE'S Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, PERMITTEE shall comply with the following supplemental requirements:
- 12.3.1. PERMITTEE shall remove all trash and debris from the Permit Area before and after each event at the Stadium;
- 12.3.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
- 12.3.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Stadium; and
- 12.3.4. PERMITTEE shall comply with the requirements set forth in Exhibit D with respect to PERMITTEE'S Operations. City may, in its sole discretion, update Exhibit D from time to time.
- 12.4. Other Facilities. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) at the Stadium without CITY'S prior consent.
- 12.5. Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not interfere with CITY operations or public use of CITY-owned property.

13. WASTE, DAMAGE, OR DESTRUCTION.

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

after such occurrence.

14. HAZARDOUS SUBSTANCES.

PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 14.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 14.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 14.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 14.4 Removal. If PERMITTEE or PERMITTEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE's agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 14.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities.

resulting from PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

- 14.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.

- 14.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.

15. SIGNS.

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

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

16. MAINTENANCE OF THE PERMIT AREA.

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

16.1. Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit E, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

17. REPAIR.

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

18. ENTRY AND INSPECTION.

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

19. UTILITIES.

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

20. TAXES.

PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or

levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of PERMITTEE's Operations, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, assessments, and/or fees shall not reduce any payment due CITY.

21. SUPERIOR INTERESTS.

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

22. ENCUMBRANCES.

PERMITTEE shall keep the Permit Area, and any CITY-owned property of which the Permit Area is a part, free from all encumbrances and liens of any nature which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost, or expense, including, without limitation, all attorney fees and costs, relating to or charged against the Permit Area, including, without limitation, PERMITTEE's failure, or the failure of any contractor or subcontractor hired by PERMITTEE, to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

23. ASSIGNMENT AND SUBLICENSE.

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

24. INDEMNIFICATION.

PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property,

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

25. OTHER GOVERNMENTAL ACTIONS.

By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE's Operations. Discretionary action includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

26. CITY'S RESERVATION OF RIGHTS.

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

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

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

27. REVOCATION AND TERMINATION.

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

of this Permit.

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

27.3. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

27.4. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may, at any and all times, require the cure of the default.

28. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

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

28.2. Late Removal. PERMITTEE shall pay rent to CITY, calculated on a per diem basis,

at a rate three (3) times the rental rate in effect immediately prior to the expiration or earlier termination of this Permit for any period of time needed to remove any improvements or personal property from the Permit Area, whether by CITY or PERMITTEE, after the expiration or earlier termination of this Permit.

29. NOTICES.

Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE'S Address for Notices, and to CITY as follows:

If to PERMITTEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance – SD03000E

If to CITY:

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

30. MISCELLANEOUS PROVISIONS.

- 30.1. Governing Law. This Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 30.2. Entire Understanding. This Permit constitutes the entire understanding between the Parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's Operations.
- 30.3. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
- 30.4. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
- 30.5. CITY'S Consent or Approval. Whenever required under this Permit, CITY's

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

- 30.6. Permit Modifications. Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.
- 30.7. Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier termination of this Permit shall survive such expiration or termination.
- 30.8. Legal Proceedings. If, as a result of an action brought by or against PERMITTEE in connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.
- 30.9. Number and Gender. In this Permit, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 30.10. Authority to Execute and Deliver Permit. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.

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

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

Date: 8/8/16

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
(Print Name) **Cybele Thompson**
(Title) **Director, Real Estate Assets**

Date: _____

PERMITTEE: T-MOBILE WEST LLC, a Delaware limited liability company doing business as T-Mobile

T-Mobile Legal Approval By:

[Signature]

By [Signature]
(Print Name) **Jon Zumsteg**
(Title) **Sr. Director, West Region Development**

ENVIRONMENTAL ANALYSIS SECTION:

The project is exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities)

Date: August 2, 2016

By Anna L. McPherson
(Print Name) **Anna L. McPherson**
(Title) **Senior Planner**

APPROVED AS TO FORM:

Date: 8/18/16

JAN I. GOLDSMITH, City Attorney
By [Signature]
Melissa Ables Deputy City Attorney

Exhibit A:
Description of Site and Premises

LESSEE Site No.: SD03000E (Qualcomm Temp)

Location: 9449 Friars Rd., San Diego, CA 92108

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

Legal Description: Lot 35 Map CC000348

Description of Premises: The facility shall consist of one 30-foot guyed mast tower supporting six antennas, six Remote Radio Units (RRU) and a 2-foot diameter microwave dish and two equipment cabinets within a 400-square foot fenced enclosure in Section F1 in the designated parking area. The entire site will be concealed within a fenced 20' x 20' chain-link enclosure with an attached shade screen cloth.

Exhibit B:
Site Plans and Equipment

498847

Temp Site T-Mobile Qualcomm Stadium

9449 Friars Rd.
San Diego, CA 92108

Project Description: T-Mobile proposes to install a temp wireless facility within a fenced 20' x 20' chain enclosure. The temp site will consist of six (6) BSA-W65-20R210-02 antennas and one (1) MW dish for Telco Back Haul as needed. All of the antennas will be mounted on a 30' guyed mast. Ground mounted will include two (2) equipment cabinets, including one (1) ODE cabinet, and six (6) RRUs will be concealed behind a shade screen cloth attached to fence. The site will also include one (1) GPS antenna. Electrical power will be provided by the venue with a sub meter installed to monitor usage.

Site Address:

9449 Friars Rd., San Diego, CA 92108

Jurisdiction:

City of San Diego

Assessor's Parcel Number:

433-250-16-00

Current Use:

Stadium

Property Owner:

City of San Diego

Applicant:

T-Mobile West LLC
10509 Vista Sorrento Parkway #206
San Diego, CA 92121
CM: Kirt Babcock (858) 334-6139

Applicant's Agent:

Smartlink LLC
18401 Von Karman Ave, Suite 400
Irvine, CA 92612
Adam Stone (734) 904-3390 adam.stone@smartlinkllc.com



ENLARGED LOCATION MAP



CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTITIES LESS COMMUNICATION FACILITIES

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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

Project Number:

498847

Approval Date:

7/27/16

Signed (1st Sheet):

TC

HISTORICAL RESOURCES APPROVAL

This parcel contains a potentially significant historical resources. Approval is per SDMC Section 143.0212 for this scope of work only. Historic review is required for plan changes.

T-Mobile temp wireless

Reviewer:

Jodie Brown

Date: 7/27/16

GENERAL SITE PLAN



CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENVIRONMENTAL SERVICES DIVISION WIRELESS COMMUNICATION FACILITIES

APPROVED EXHIBIT "A"

PROCESS 1 APPROVAL

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

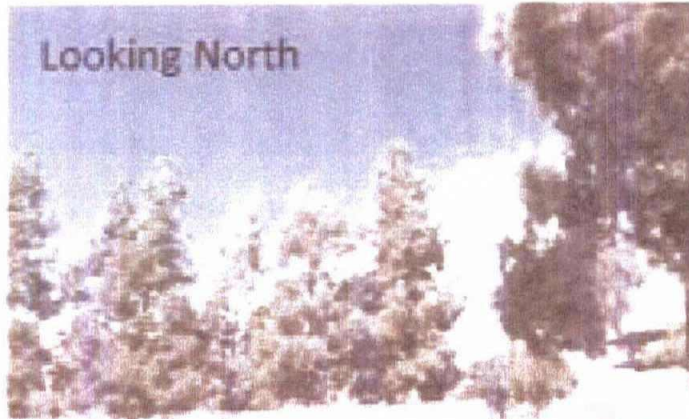
Project Number: 498847

Approval Date: 7/27/16

Signed (1st Sheet): TC

SITE ELEVATIONS

Looking North



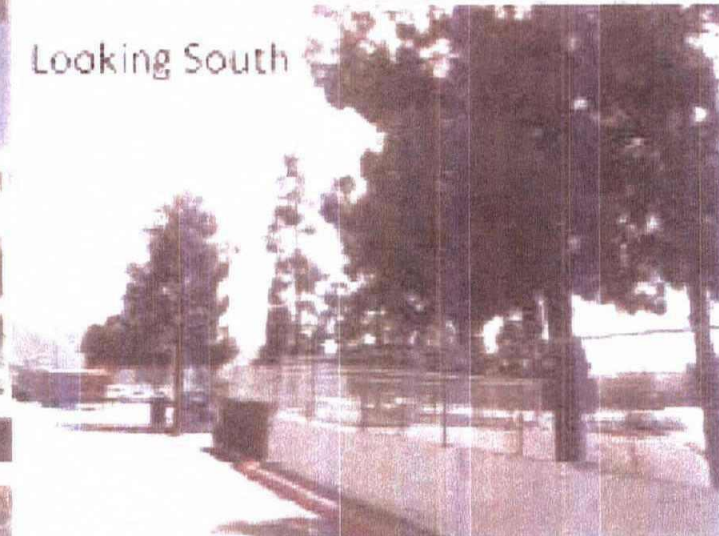
Looking West



Looking East



Looking South



CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENT
LESS COMMUNICATION FACILITIES

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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

Project Number:

498847

Approval Date:

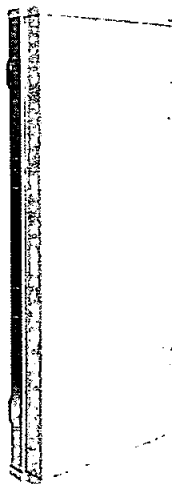
7/27/16

(Sheet):

TC

WIDEBAND BI-SECTOR ARRAY

Model BSA-W65-20R210-02



**Wide Band
Bi-Sector Array**

The RET Series Wide band Bi-Sector Array is an LTE ready advanced phased array that supports two high band sectors from a single antenna and provides capability for 1710/2170 MHz AWS and 1900 MHz PCS coverage in a single enclosure. Our unique patented bi-sector technology provides optimized overlap between pairs of asymmetric beams, lowers soft handover losses in LTE, UMTS/HSPA+ and CDMA/EVDO systems, and minimizes interference between sectors. Fast-roll off of each of the outer beams and high front-to-back ratios ensure reduced interference. Such an approach enhances data transfer rates within UMTS/LTE and EVDO network sectors and addresses "hotspots" in mobile wireless operator networks for GSM, CDMA, UMTS and LTE technologies.

The remote electrical tilt (RET) Series Wideband Bi-Sector Array enables operators to remotely control the electrical down-tilt of the antenna in the field with sealed AISG compliant RET actuators. The CCI RET system is designed to meet the reliability, flexibility and efficiency requirements in a wide range of environments. The RET actuators are fully AISG compliant, software upgradeable, daisy chaining capable and fully weather resistant. The remote electrical capability allows independent adjustment of sub-beams for sector optimization.

The single panel design of the Bi-Sector Array offers the opportunity to reduce antenna count and directly replaces an existing 65° antenna without mount changes and avoids costly leasing and zoning changes. The new coverage that matches the existing footprint minimizes the need for optimization and adjacent site changes, and allows for Bi-Sector Array sites to have significant CAPEX and OPEX cost savings.

All CCI antennas are manufactured under ISO 9001

Benefits

Dramatically increases site capacity through higher order sectorization

Doubles capacity in GSM, CDMA, UMTS and LTE deployments

Avoid building of new capacity sites

Patented asymmetrical beam shape maximizes coverage in a standard tri-sector cell plan

Boosts data throughput by lowering interference

Features

- ◆ Single panel design supporting two beams without mount changes
- ◆ Asymmetric dual beams optimized to match existing cloverleaf patterns
- ◆ Dual +45° and -45° cross-polarization for Left and Right beams
- ◆ Continuous wideband operation (1701 to 2170 MHz)
- ◆ Independent electrical tilt control of each beam
- ◆ RET system 3GPP/AISG2.0 Compatible
- ◆ Daisy chaining and full software upgrade supported
- ◆ Rugged weather resistance and highly reliable internal design

Applications

- ◆ Upgrade of data throughput or capacity constrained sites
- ◆ Spectrum limited markets
- ◆ Deferral of CDMA or W-CDMA carrier adds
- ◆ Spectrum clearing and refarming



ISO 9001:2008
Quality Management Systems
Système de Qualité
www.cci.sgs.com

WIDEBAND BI-SECTOR ARRAY

Model BSA-W65-20R210-02

BSA-W65-20R210 Bi-Sector Array

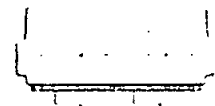
Electrical Specifications

Frequency Range	1710-1880 MHz	1850-1990 MHz	1920-2170 MHz
Azimuth Beamwidth (-3dB)	31° Asymmetric	27° Asymmetric	28° Asymmetric
Elevation Beamwidth (-3dB)	8° ± 0.5°	7° ± 0.5°	6.5° ± 0.5°
Elevation Sidlobes (1st Upper) (Typ.)	< -18dB	< -18dB	< -18dB
Gain	18.7 ± 1.0 dBi	19.7 ± 1.0 dBi	19.8 ± 1.0 dBi
Polarization	Dual Linear 45°	Dual Linear 45°	Dual Linear 45°
VSWR	< 1.5:1	< 1.5:1	< 1.5:1
Front-to-Back Ratio @180° (Typ.)	> 30dB	> 30dB	> 30dB
Isolation ¹	> 30dB	> 30dB	> 30dB
Electrical Downtilt	2 to 10°	2 to 10°	2 to 10°
Input Impedance	50 Ohms	50 Ohms	50 Ohms
Input Power	250 Watts	250 Watts CW	250 Watts CW
Passive Intermodulation (2x20W)	≤ -150dBc	≤ -150dBc	≤ -150dBc
Lightning Protection	DC Ground	DC Ground	DC Ground
¹ Cross-Polar Port-to-Port Isolation			

APPROVED FOR THE "A" CATEGORY
 CITY OF SAN DIEGO - DEPARTMENT OF PUBLIC UTILITIES
 ENTIREMENTS - WIRELESS
 PROJECT NUMBER: 1988-177
 APPROVAL DATE: 7/2-7/10
 SEE CONSTRUCTION PERMITS FOR MORE DETAILS

Mechanical Specifications

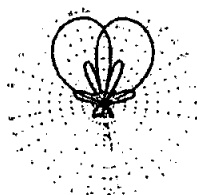
Dimensions (LxWxD)	1365x 394 x 160 mm (54 x 16 x 6 inches)
Survival Wind Speed	> 193 km/hr (> 120 mph)
Front Wind Load	730 N (164 lbs) @ 161 kph (100 mph)
Side Wind Load	166 N (37 lbs) @ 161 kph (100 mph)
Equivalent Flat Plate Area	0.5 m ² (5.8 ft ²)
Weight (without Mounting)	17.9kg (39.4 lbs)
Connector	4; 7-16 DIN female
Mounting Pole	5-12 cm (2-5 inches)



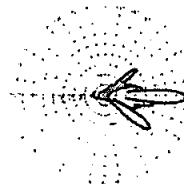
Rear View

Bottom View

Antennas Patterns *



Azimuth



Elevation 2°

*Typical antenna patterns. For detailed information on antenna patterns, please contact us at sales@cciproducts.com. All specifications are subject to change without notice.

WIDEBAND BI-SECTOR ARRAY
Model BSA-W65-20R210-02
RET (Remote Electrical Tilt) System
General Specifications

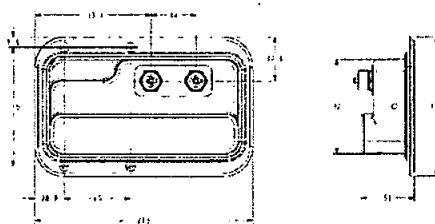
Part Number	BSA-89-000001
Protocols	AISG 2.0
Adjustment Cycles	>10,000 cycles
Adjustment Time (full range)	30 sec
Tilt Accuracy	±0.1°
Temperature Range	-40°C ... +70°C

Electrical Specifications

Interface Signal	Data dc
Input Voltage Range	10-30 Vdc
Current consumption during tilting	120mA at Vin = 24V
Current consumption idle	55mA at Vin=24V
Hardware Interface	AISG - RS 485 A/B
Input Connector	1x8-pin Daisy Chain In Male
Output Connector	1x8-pin Daisy Chain Out Female

Electrical Specifications

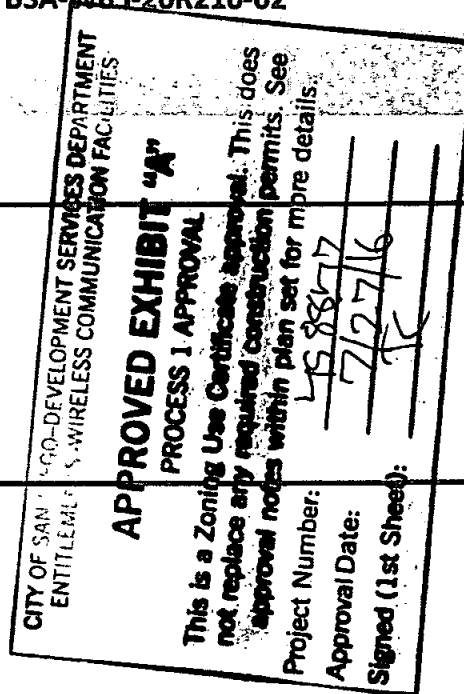
Housing Material	ASA / ABS / Aluminum
Dimensions	(H x W x D) 213 x 135 x 51 (mm8 x 5 x 2 inches)
Weight	0.68 kg (1.5 lbs)


Standards Compliance

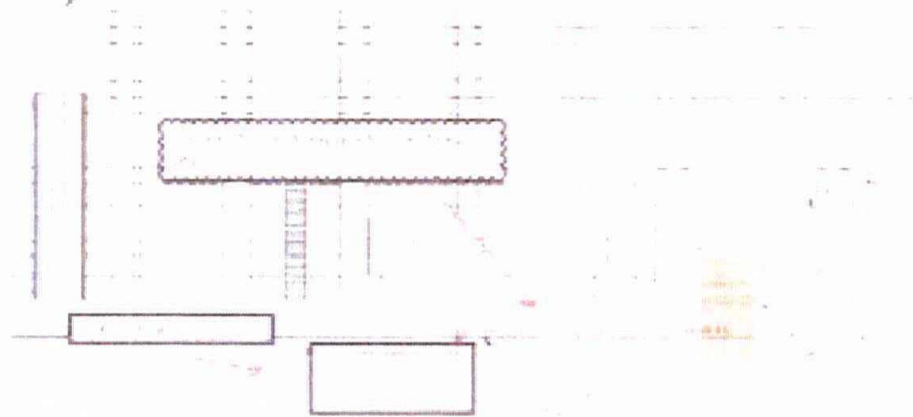
Safety	EN 60950-1, UL 60950-1
Emission	EN 55022
Immunity	EN 55024
Environmental	IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-5, IEC 60068-2-6, IEC 60068-2-11, IEC 60068-2-14, IEC 60068-2-18, IEC 60068-2-27, IEC 60068-2-29, IEC 60068-2-30, IEC 60068-2-52, IEC 60068-2-64, GR-63-CORE 4.3.1, EN60529 IP24

Regulatory Certification

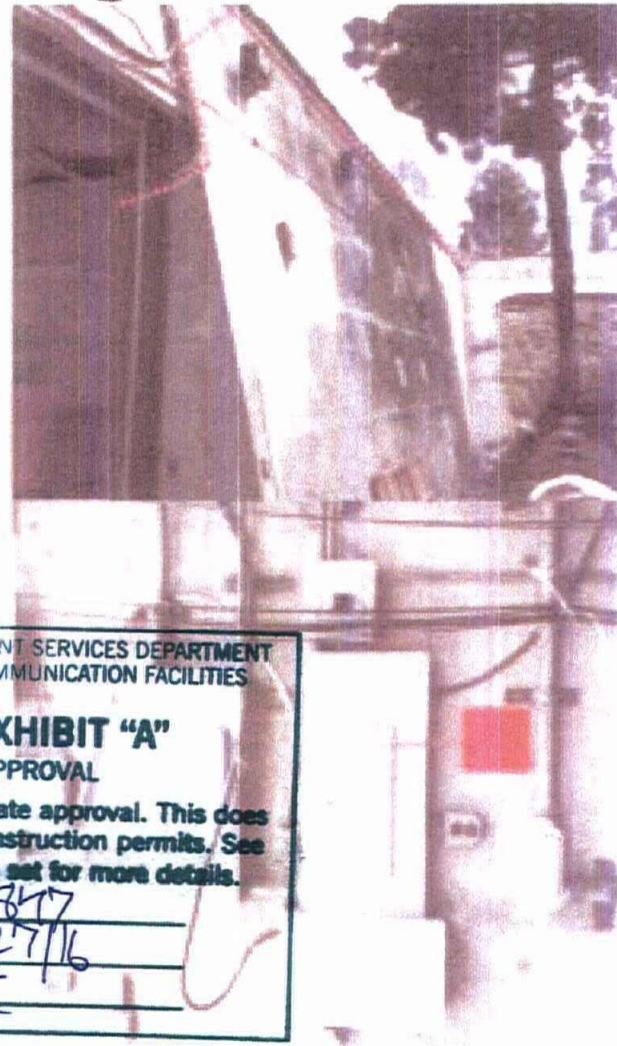
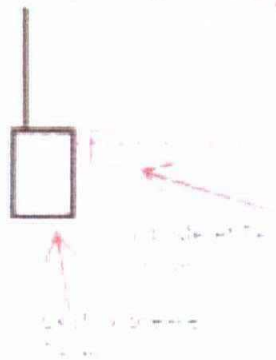
AISG, FCC Part 15 Class B, CE, CSA US



ELECTRICAL DESIGN



Single Line Diagram



CITY OF SAN JOSE-DEVELOPMENT SERVICES DEPARTMENT
ENTRUSTED WITH WIRELESS COMMUNICATION FACILITIES

APPROVED EXHIBIT "A" PROCESS 1 APPROVAL

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

Project Number: 498847

Approval Date: 7/27/16

Signed (1st Sheet): TC

MATERIAL DETAILS/PHOTOS

CITY OF
ENVIRONMENTAL
DEPARTMENT
UTILITIES

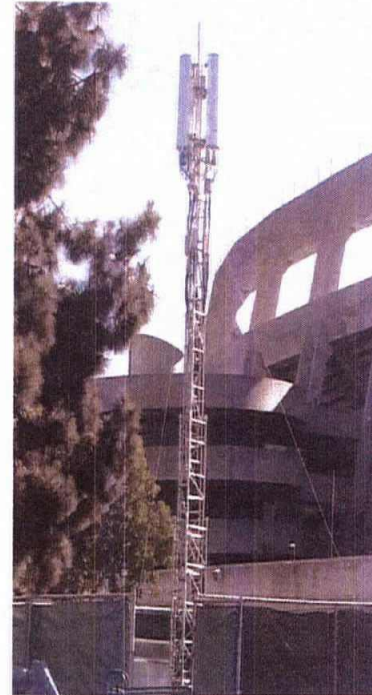
APPROVAL
PROCESS

This is a Zone Use Certificate
not replace any required construction
approval notes within plan set for this project

Project Number: LA88517

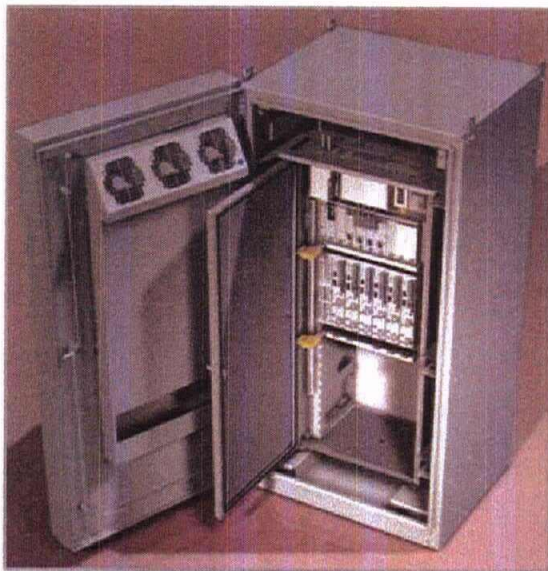
Approval Date: 7/27/16

Signed (1st Sheet): TC



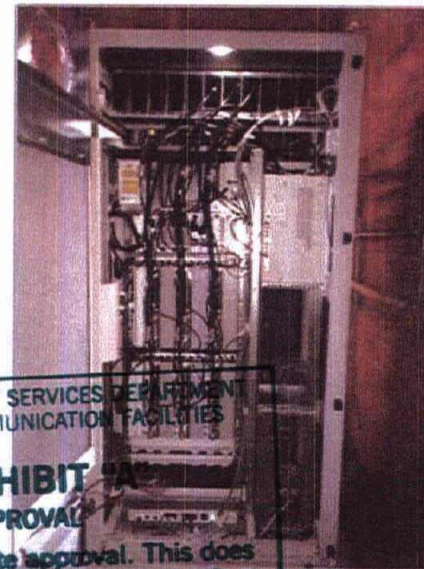
Metro Cabinet Re-deploy: 6201 ODE v1 (CommScope) & 6201 ODE v2 (Delta)

- ODE (OutDoor Enclosure) delivers a solution for deployment of the indoor RBS 6201 cabinet in an outdoor environment.



Dimensions: 72" H X 36" W X 36" D
(= 182.88 cm x 91.44 cm x 91.44 cm)
Weight: 715 lbs

**ODE v1
(CommScope)**



**ODE v2
(Delta)**

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENT & WIRELESS COMMUNICATION FACILITIES

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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

Project Number: 498847
Approval Date: 7/27/16
Signed (1st Sheet): TC

Dimensions:
similar to ODE v1.

Confidential

DEVELOPMENT SERVICES ACTION:

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

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

Approval Type:	Temporary Use Permit
Approval No.	1747559
Project Name:	T-Mobile Qualcomm TUP
Project No.:	498847
Site Address:	9449 Friars Road
Term of Permit:	July 28, 2016 to January 24, 2017

1. The facility shall be constructed in accordance with the approved Exhibit "A," dated **July 27, 2016**. No modification or alteration shall be permitted to the approved Exhibit "A" unless revised plans are submitted and approved by Development Services. **NO PORTION OF THIS WCF SHALL EXCEED 30-FEET IN HEIGHT.**
2. This approval permits a temporary antenna installation consisting of one 30-foot-tall guyed mast tower with six antennas and a microwave dish, located inside a screening enclosure containing six remote radio units (RRUs) and three equipment cabinets.
3. The Permittee shall place appropriate signage on the WCF as required by CAL-OSHA to the satisfaction of the Development Services Department.
4. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
5. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days.

6. This approval and corresponding use of this site shall **expire on January 24, 2017**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit unless the applicant of record files a new application for a facility which will be subject to compliance with all regulations in effect at the time.

LDC Section 123.0404(b) requires:

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

LDC Section 123.0406 states:

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

7. Under no circumstances, does approval of this permit authorize the Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Use of this permit beyond the expiration date of this permit is prohibited.



Travis Cleveland
Development Project Manager

Exhibit C:
Interference Protection Requirements

- a. Interference. Prior to the Effective Date or at any time during the Term of this Lease, PERMITTEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from PERMITTEE's Operations; transmission frequencies that are currently being operated at the Stadium, and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies at the Stadium may be obtained from CITY's General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY's General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.
- b. City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures. For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses at the Stadium.
 - (1) PERMITTEE shall notify all permittees/lessees/users at the Stadium of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Stadium may be obtained from CITY and used to compile a notification list.
 - (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.
 - (b) A copy of these instructions, "City of San Diego Radio/Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be noted in the notification letter.
 - (c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.

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

c. On-The-Air Tests - Technical Details

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

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

d. Radio Frequency Interference to City Radio Equipment

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

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

e. Modifications to Equipment

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

f. Resulting Interference

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

TECHNICAL DATA SUMMARY

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

DATE:

LOCATION: 9449 Friars Rd, San Diego, CA 92108

APPLICANT:

CALL SIGN

CONTACT NAME

PHONE

TRANSMITTER

Manufacturer

Model

Emission

RECEIVER

Manufacturer

Model

Radiated

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 _____ Powerwave _____

Make _____ Powerwave _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth_80, 180, 300_

REMARKS:

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit D:
Installation Standards

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

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

Exhibit E:
Emergency Maintenance Procedures

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

If CITY discovers that any of the antennas or related equipment on the Temporary Communications Facility are damaged, CITY shall immediately notify **PERMITTEE's Network Operation Call Center** at **(888) 662-4662**.

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

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

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



THE CITY OF SAN DIEGO

DATE OF NOTICE: August 2, 2016

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 21000022

PROJECT NO:	N/A
PROJECT NAME:	T-Mobile Right of Entry Permit (ROE) for Temporary Telecommunication Facility at Qualcomm Stadium
COMMUNITY PLAN AREA:	Mission Valley
COUNCIL DISTRICT:	7
LOCATION:	The project is located at 9449 Friars Road, San Diego, CA 92108.

PROJECT DESCRIPTION: The project proposes a Right of Entry Permit (ROE) for a temporary Wireless Communication Facility (WCF). The facility would consist of one 30-foot guyed mast tower supporting six antennas, six Remote Radio Units (RRUs), and a 2-foot diameter microwave dish and two equipment cabinets within an existing square-shaped 400-square-foot fenced enclosure in Section F1 in the designated parking area for the stadium.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Staff

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City conducted an environmental review which determined that the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15301, which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. The proposed project, a ROE for a temporary WCF, is a negligible expansion of use. No environmental impacts were identified for the proposed project. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

CITY PROJECT MANAGER:	Travis Cleveland
MAILING ADDRESS:	1222 First Avenue, MS 501 San Diego, CA 92101
PHONE NUMBER/E-MAIL:	(619) 446-5407/tcleveland@sandiego.gov

On August 2, 2016 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (August 16, 2016). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

DEVELOPMENT SERVICES ACTION:

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

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

Approval Type:	Temporary Use Permit
Approval No.	1747559
Project Name:	T-Mobile Qualcomm TUP
Project No.:	498847
Site Address:	9449 Friars Road
Term of Permit:	July 28, 2016 to January 24, 2017

1. The facility shall be constructed in accordance with the approved Exhibit "A," dated **July 27, 2016**. No modification or alteration shall be permitted to the approved Exhibit "A" unless revised plans are submitted and approved by Development Services. **NO PORTION OF THIS WCF SHALL EXCEED 30-FEET IN HEIGHT.**
2. This approval permits a temporary antenna installation consisting of one 30-foot-tall guyed mast tower with six antennas and a microwave dish, located inside a screening enclosure containing six remote radio units (RRUs) and three equipment cabinets.
3. The Permittee shall place appropriate signage on the WCF as required by CAL-OSHA to the satisfaction of the Development Services Department.
4. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
5. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days.

6. This approval and corresponding use of this site shall **expire on January 24, 2017**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit unless the applicant of record files a new application for a facility which will be subject to compliance with all regulations in effect at the time.

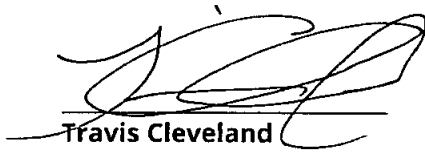
LDC Section 123.0404(b) requires:

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

LDC Section 123.0406 states:

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

7. Under no circumstances, does approval of this permit authorize the Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Use of this permit beyond the expiration date of this permit is prohibited.



Travis Cleveland
Development Project Manager

NOTICE OF EXEMPTION

(Check one or both)

TO: ☒ Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: T-Mobile ROE for Qualcomm Stadium

Project No. / SCH No.: N/A

Project Location-Specific: The project is located at 9449 Friars Road, San Diego, CA 92108.

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: The project proposes a Right of Entry Permit (ROE) for a temporary Wireless Communication Facility (WCF). The facility would consist of one 30-foot guyed mast tower supporting six antennas, six Remote Radio Units (RRUs), and a 2-foot diameter microwave dish and two equipment cabinets within an existing square-shaped 400-square-foot fenced enclosure in Section F1 in the designated parking area for the stadium.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Adam Stone
Smartlink LLC.
2037 Thomas Avenue
San Diego, CA 92109
(734) 904-3390

Exempt Status: (CHECK ONE)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- ☒ Categorical Exemption: CEQA Section 15301 (Existing Facilities)

Reasons why project is exempt: The City conducted an environmental review which determined that the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15301, which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. The proposed project, a ROE for a temporary WCF, is a negligible expansion of use. No environmental impacts were identified for the proposed project. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Lead Agency Contact Person: Anna L. McPherson, AICP

Telephone: (619) 446-5276

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Amelia McPherson /Senior Planner
Signature/Title

August 2, 2016

Date

Check One:

☒ (X) Signed By Lead Agency

Date Received for Filing with County Clerk or OPR:

☐ () Signed by Applicant