

DUPLICATE

THE CITY OF SAN DIEGO

G.T.E. MOBILNET OF SAN DIEGO, INC.

Flat Rate Lease

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OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

## LEASE OUTLINE

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**CITY OF SAN DIEGO  
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and GTE MOBILNET OF SAN DIEGO, INC., a Delaware Corporation, hereinafter called "LESSEE."

**SECTION 1: USES**

- 1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit 9.3 attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises." City shall have the right to use the remainder of the parcel for any other use or purpose which does not interfere with Lessee's use of its portion.

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- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of installing, maintaining and operating a cellular phone site in accordance with Exhibit 9.3 and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

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LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

- 1.3 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals

which may be required for the development and operation of the leased premises.

- 1.4 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

1.5 Easements and Reservations.

- a. CITY hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services with 24 hour prior notice except in emergencies.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises 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 determined by CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.6 On-Air Compatibility Tests. Prior to LESSOR'S approval of an application for a new radio-electronic use authorization or for a modification of an existing authorization, pre-installation or pre-use tests will be required.

Refer Exhibit 9.4 attached hereto and by this reference made part of this agreement.

- 1.7 Access to the Premises. Access to the City-owned site is available only through the parking lot of the Darnell Junior High School at 6020 Hughes Street. LESSEE agrees to make a good-faith effort to limit access to the site, except in emergencies, to times that will not disrupt students and faculty, and to impress on all persons accessing the site to obey a 10 miles per hour speed limit. Failure to observe this requirement shall be cause for immediate termination of this agreement.

## SECTION 2: TERM

- 2.1 Commencement and Option: (a) The term of this agreement shall be 5 years commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager. (b) At the end of the initial lease term, and provided that LESSEE is not in default of any of the terms and conditions hereof, three option periods of five years each shall be granted to LESSEE. LESSEE shall notify CITY ninety days prior to the expiration of each five year period of its intention to renew for a further five years.
- 2.2 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.
- 2.3 Quitclaim and Surrender of LESSEE'S Interest. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, LESSEE or its successor in interest shall deliver the same within ten (10) working days after receiving written demand therefor.

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and

encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe, and sanitary condition, normal wear and tear excepted. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

### SECTION 3: RENT

- 3.1 Time and Place of Payment. Rent is due monthly in advance on or before the first day of each calendar month. All monthly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such 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.

3.2 Rent.

- a. Rent Amount. The initial rent is Eight Hundred Dollars (\$800) per month. Said rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI) and in the fair market value of the leased premises as hereinafter provided.
- b. (1) CPI Index Adjustments. At the end of each year following the effective date of the lease, the rent shall be adjusted to reflect increases in the consumer price index (CPI).

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Anaheim/Riverside, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different

base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Subsection b.(1), CPI Index Adjustments. Until the rent adjustment can be reasonably determined by the index method, LESSEE shall continue to make payments at the existing rental rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

- (2) Index Adjustment Computation. The rent for each rental period following the adjustment until the next adjustment or other rental determination, as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established as follows:

The "adjustment figure" shall be established by dividing the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be a three-month average of index figures published by said CPI using the fourth, fifth, and sixth full months preceding the effective date of this agreement.

To illustrate, if the lease began in May, the CPI figures for November (sixth month), December (fifth month), and

January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three-month average of index figures published by said CPI. The three months to be used to establish said average shall be the fourth, fifth, and sixth full months preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

Current Index      121  
Base Figure 110 = 1.10 (Adjustment Figure)

Effective Rent x 1.10 = Adjusted Rent

Example 2

Current Index      138  
Base Figure 121 = 1.14 (Adjustment Figure)

Effective Rent x 1.14 = Adjusted Rent

The adjustment figure is then multiplied by the monthly rent from the preceding adjustment period to determine the new rent. Using the foregoing examples, if the rent is now \$1,000 per month, after the first adjustment it will be \$1,100 per month (\$1,000 x 1.10). In the second adjustment it will be \$1,254 per month (\$1,100 x 1.14).

- c. Market Value Adjustments. In addition to said CPI adjustments, at the end of the tenth year following the effective date of this agreement and at the end of each five-year period thereafter, the rent for the ensuing five years, subject to the aforesaid CPI adjustments, shall be determined by multiplying the capitalization rate of nine percent (9%) by the fair market value of the leased premises as of the adjustment date. The fair market value of the leased premises shall be determined by an appraisal made by a professional independent real estate appraiser selected by mutual consent of the parties from the list of appraisers approved by CITY. In the event the parties cannot reach agreement upon

selection of a mutually acceptable appraiser, then CITY and LESSEE shall each select a professional independent real estate appraiser who in turn will select a third independent real estate appraiser, which third appraiser will be employed to make the appraisal of the fair market value of the premises and which value will be utilized to determine the adjusted rent previously described herein. In the event that the two selected appraisers fail to mutually select a third appraiser within thirty (30) days, then the third appraiser will be appointed by the presiding judge of the Superior Court of the State of California, County of San Diego, acting in his or her individual capacity, on prompt application by either CITY or LESSEE with notice thereupon to the other party. In the event that the Superior Court judge declines to make the appointment, the parties hereto agree that the third appraiser shall be promptly determined in accordance with the rules of the American Arbitration Association. Said third appraiser shall complete the assignment within sixty (60) days of appointment. Each party shall pay the cost of its own selected appraiser, and both CITY and LESSEE agree to equally share the cost of the mutually selected or court appointed third appraiser. CITY and LESSEE agree to accept and be bound by the valuation determined by the selected or appointed appraiser.

In establishing the fair market value of the premises, the appraiser shall consider the property as a fee simple absolute estate and as vacant and available for lease or sale for the authorized purposes of this lease at the commencement of the rental period under review.

The date of value of the appraisal shall be the date of rental adjustment as hereinabove established. In the event the appraisal is not completed in time to permit the adjustment to be made upon the date specified, LESSEE agrees to continue to pay rent in accordance with the then-existing lease rates, and the adjustment, when determined, will be retroactive to said effective date of rental adjustment. Any deficiency shall be paid by LESSEE to CITY within thirty (30) days after determination of the new rental rate. In no event shall the adjusted rent, as established by periodic appraisals as provided for herein, be less than the rent in existence immediately prior to the adjustment date.

- 3.3 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rents, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE

shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually 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 the event that the CITY audit, if applicable, discloses that the rent for the audited period has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit plus ten percent (10%) per year on the amount by which said rent was underpaid, in addition to the unpaid rents as shown to be due CITY as compensation to CITY for administrative costs and loss of interest as previously described herein. LESSEE agrees to pay such amount and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE'S late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

#### **SECTION 4: ASSIGNMENT**

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this lease, and, except as otherwise provided herein, 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.
- 4.2 Assignment and Subletting. LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager, which shall not be unreasonably withheld.

"Assignment" for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired. The City Manager may require, as a condition to approval of any sublease or assignment, that the proposed sublessee or assignee pay additional rent to CITY to equal the full fair market rent justifiable at the date of such proposed sublease or assignment and that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current.

- 4.3 Encumbrance. Subject to prior consent by CITY, which shall not be unreasonably withheld or delayed, LESSEE may encumber this lease, its leasehold estate, and its improvements thereon by deed of trust, mortgage, chattel mortgage, or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises in accordance with Section 9.5, Development Plan, hereof. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, 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 attorneys' fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon must first have the approval in writing of the City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as there is also substantial benefit to the CITY therefrom. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve or disapprove any such

proposed subsequent encumbrance, including but not limited to amending the lease to provide then current rents and provisions.

In the event any such approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed or transferred in lieu of foreclosure, CITY will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all the rights, privileges, and duties granted and imposed in this lease.

Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified, and financially responsible person in the opinion of CITY. Any deed of trust, mortgage, or other security instrument shall be subject to all of the terms, covenants, and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants, or conditions hereof.

#### 4.4 Defaults and Remedies.

a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, and LESSEE shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of

the premises. Provided, however, in the event that any default described in Section 4.4a.(1), hereinabove is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

- (1) CITY may correct said default(s) and charge the costs thereof to the account of LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.
- (2) CITY may correct said default(s) and may pay the costs thereof 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(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this lease as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees, or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an

alternative, substitute for the terminated LESSEE a new LESSEE reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated LESSEE, and LESSEE hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action

to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to the applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 Eminent Domain. If all or part of the premises are 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 beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, 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.
- c. In the event of a partial taking, if, 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 minimum rent shall be equitably reduced to reflect the portion of the premises taken.
- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, 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.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair

market value of any improvements placed by it on the premises in accordance with this lease.

- f. No Inverse Condemnation. The exercise of any CITY 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.

## SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the leasehold or the work to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

- 5.2 Insurance.

- a. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:
  - (1) Public liability and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by LESSEE or by authorized representatives of LESSEE on or in connection with the use or operation of the premises.
  - (2) Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a

mortgage or trust deed on the leasehold in accordance with Section 4.3, Encumbrance, hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.

b. LESSEE'S responsibility to maintain said insurance also includes the following:

- (1) Additional Insured. All insurance policies will list CITY of San Diego and San Diego Unified School District as additional insured, protect CITY and School District against any legal costs in defending claims, and will not terminate without sixty (60) days' prior written notice to CITY and School District. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
- (2) Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- (3) Accident Reports. LESSEE shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement

of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.

- (4) Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection (4), if LESSEE fails or refuses to take out or maintain insurance as required in this lease or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or

replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenable by reason of such damage.

## SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects whether apparent or latent, in the premises.
- 6.2 Entry and Inspection. CITY reserves and shall always have the right to enter said premises upon reasonable notice for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after thirty (30) days written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a reasonably decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a reasonably decent, safe, healthy, and sanitary condition, CITY may at its sole option, 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. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.
- 6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a reasonably decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with the Development

Plan described in Section 9.5, General Development Plan, hereof and with all applicable laws.

- 6.4 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager, which will not be unreasonably withheld or delayed. Further, LESSEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld or delayed. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.
- 6.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities will be installed underground.
- 6.6 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
  - b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.
- 6.7 Taxes. LESSEE agrees to 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 the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees 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 such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

6.8 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.

6.9 Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.

- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
  - e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.
  - f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.
- 6.10 Unavoidable Delay. If the performance of any act required of CITY or LESSEE 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, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.
- 6.11 Development Plan. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager and filed in the Office of the City Clerk which plan is hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Section 9.3 hereof. The City Manager or his designee shall have the authority to authorize changes to the plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY.
- 6.12 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping,

leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any release of a hazardous substance introduced to the premises by LESSEE, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S operations on the premises, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If LESSEE knows or has reasonable cause to believe that any hazardous substance introduced to the premises by LESSEE has been released on or beneath the premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances that were introduced to the premises

by LESSEE, or were released to the environment at the time of the assessment, exist on, in, or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

## SECTION 7: GENERAL PROVISIONS

### 7.1 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE as follows:

Real Estate Manager  
GTE Mobilenet of San Diego, Inc.  
7480 Convoy Court  
San Diego, CA 92111

and to City as follows:

City Manager  
Attention Real Estate Assets Director  
City Administration Building  
202 "C" Street, M.S. 9B  
San Diego, CA 92101-4155  
Tax I.D. Number 95-6000776W

or to any mortgagee, trustee, or beneficiary, as applicable, at such appropriate address designated in writing by the respective party.

- b. 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.

### 7.2 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all

applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

7.4 Nondiscrimination. LESSEE agrees not to 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 use of the premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

7.5 Equal Opportunity. LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. Upon CITY request, LESSEE will submit a current Workforce Report and, if required, an Equal Opportunity Plan which set forth the actions that LESSEE will take to achieve the CITY'S goals for the employment of African Americans, American Indians, Asians, Filipinos, Latinos, women, and people with disabilities. Further, LESSEE will cause the foregoing provisions to be inserted in all subleases and all subcontracts for any work covered by this lease so that such provisions will be binding upon each sublessee and subcontractor.

*see following page*

LESSEE understands that failure to comply with the requirements listed above and/or submitting false information in response to these requirements may result in termination of this lease and debarment from participating in CITY contracts for a period of not less than one (1) year.

LESSEE acknowledges that the CITY seeks to promote employment and business opportunities for local residents and firms on all CITY contracts. LESSEE is encouraged to solicit applications for employment, bids and proposals for subcontracts, and work associated with this lease from

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE agrees to insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this lease agreement from local residents and firms as opportunities occur. LESSEE agrees to hire qualified local residents and firms whenever feasible.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

Initial

lan

~~local residents and firms as opportunities occur. LESSEE is encouraged to hire qualified local residents and firms.~~

- 7.6 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 will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. 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 of the parties in 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 the 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 these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a condition that the contract, agreement, or lease shall be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve months

immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

7.12 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The LESSEE'S policy of maintaining a drug-free workplace.
  - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
  - (4) The penalties that may be imposed upon employees' for drug abuse violations.
- c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Description and Listing of LESSEE-owned Improvements.

N/A

INITIALS  
Ku

INITIALS  
AV

SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

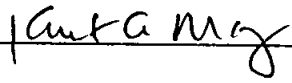
THE CITY OF SAN DIEGO

Date DEC 04 1995

By 

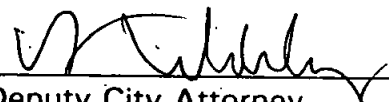
GTE MOBILNET OF SAN DIEGO, INC.

Date 9/29/95

By   
By \_\_\_\_\_

APPROVED as to form and legality this 12 day of Dec., 1995

JOHN W. WITT, City Attorney

By   
Deputy City Attorney

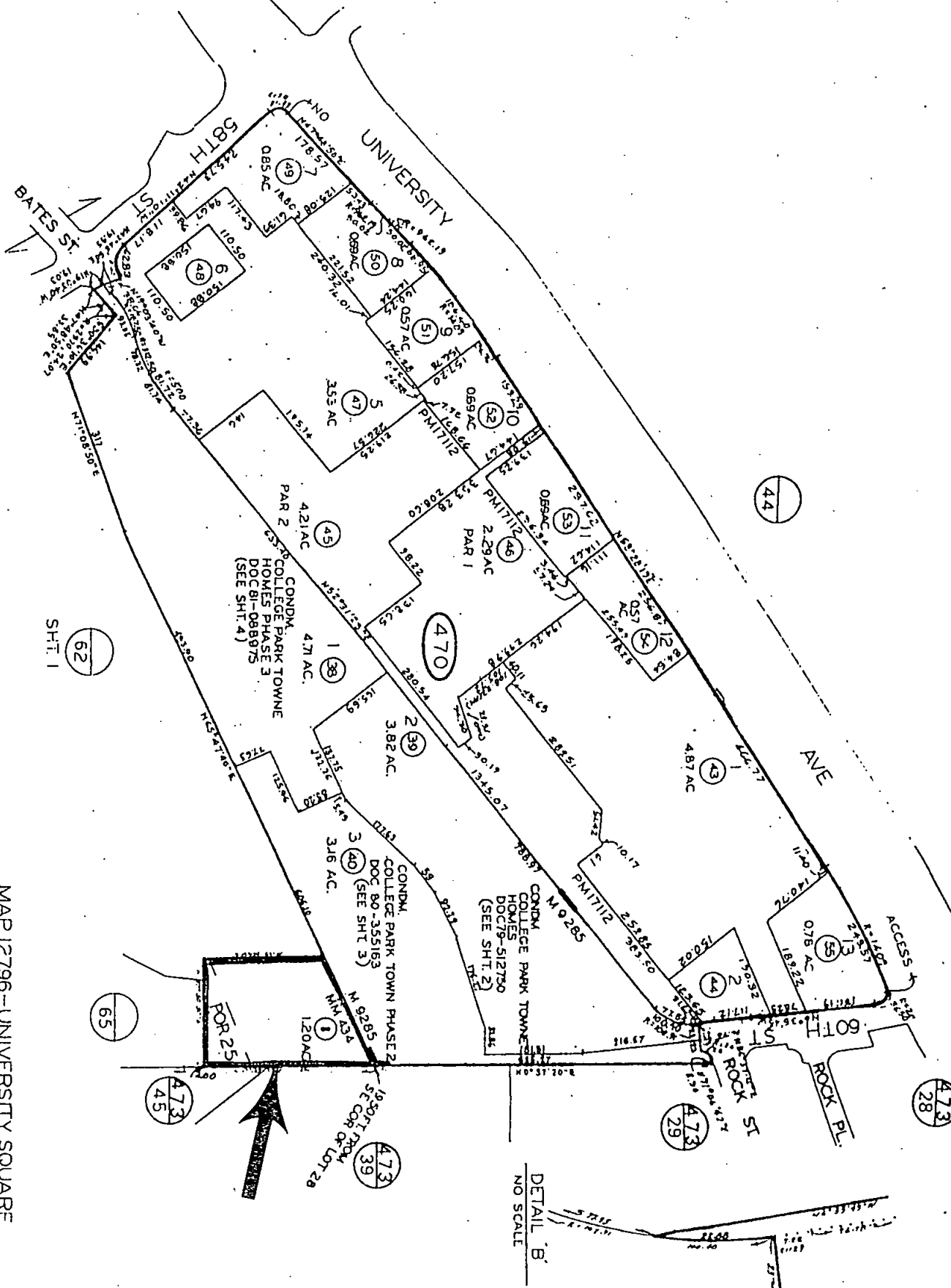
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SECTION 9: EXHIBITS

**EXHIBIT 9.1 BRIEF LEGAL DESCRIPTION:**

**Waterville Heights, portions lots 24 and 25**

EXHIBIT 9.2 PARCEL MAP



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSIGNED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

MAP 12796-UNIVERSITY SQUARE  
MAP 9285-COLLEGE PARK TOWNE HOMES (C  
MAP 2095-EL CERRITO HEIGHTS UNIT NO. 3  
MAP 748-WATERVILLE HEIGHTS  
MAP 71-SEAMANS SUB.  
MM 434 - ROS 4812, 11547

SAN DIEGO COUNTY  
ASSESSOR'S MAP  
BOOK 472, PAGE 472  
SHT. 1 OF 4

DETAIL 'B'  
NO SCALE

This plot  
land with  
certain whi  
rect. the  
lost occur

ORIGINAL

1" = 200'

N



E-10-43 40-2

CHANGES

| BLK | OLD                                                                                                                                                                                                                                                                                                                                                                                                    | NEW    | YR | CUT     |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|---------|
|     | 3431                                                                                                                                                                                                                                                                                                                                                                                                   | 33-35  | 74 | 4200 CC |
|     | 11, 12                                                                                                                                                                                                                                                                                                                                                                                                 | 36-37  | 79 | 819     |
|     | 37                                                                                                                                                                                                                                                                                                                                                                                                     | 38-40  | 80 | 141     |
| 470 | 39                                                                                                                                                                                                                                                                                                                                                                                                     | CONDNA | 80 | 586     |
| 470 | 40                                                                                                                                                                                                                                                                                                                                                                                                     | CONDNA | 81 | 748     |
| 470 | 38                                                                                                                                                                                                                                                                                                                                                                                                     | CONDNA | 82 | 507     |
| 470 | 20                                                                                                                                                                                                                                                                                                                                                                                                     | 41-42  | 83 | 2624    |
| 470 | 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 |        |    |         |

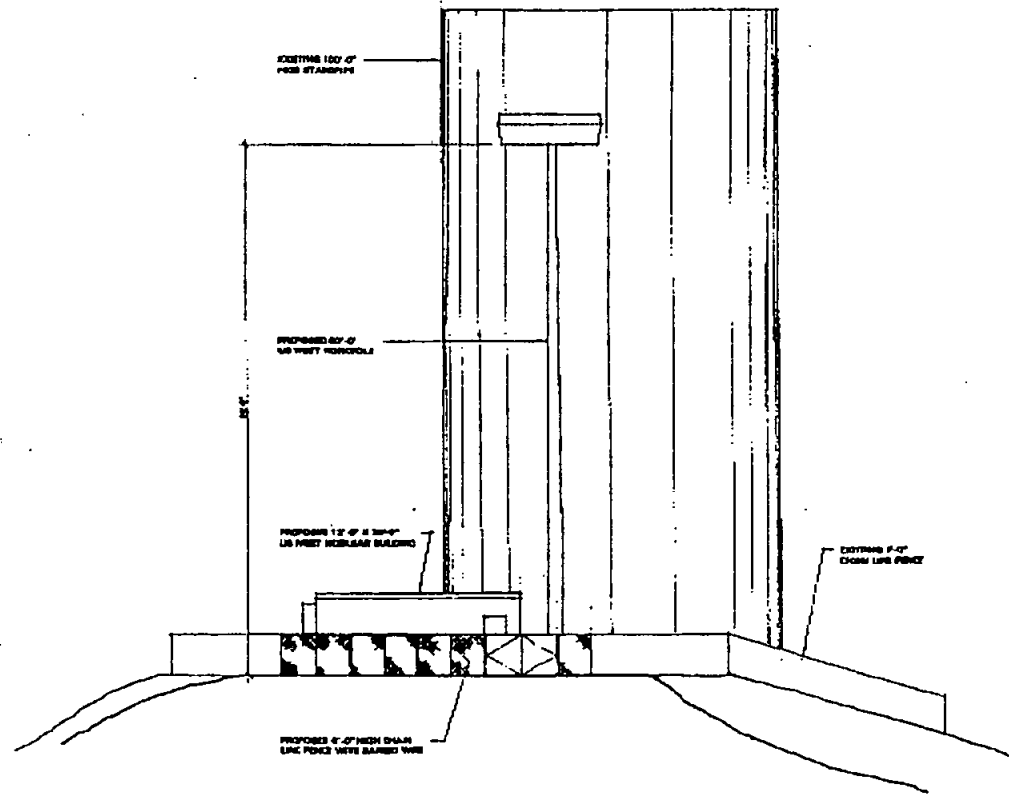
for your aid in locating your  
reference to streets and other par-  
his plat is believed to be cor-  
pany assumes no liability for any  
by reason of reliance thereon.



| CHARGE APPROX. |      |      |
|----------------|------|------|
| Months         | Rate | Cost |
|                |      |      |

Booth &amp; Square 7

THE UNIVERSITY OF CHICAGO



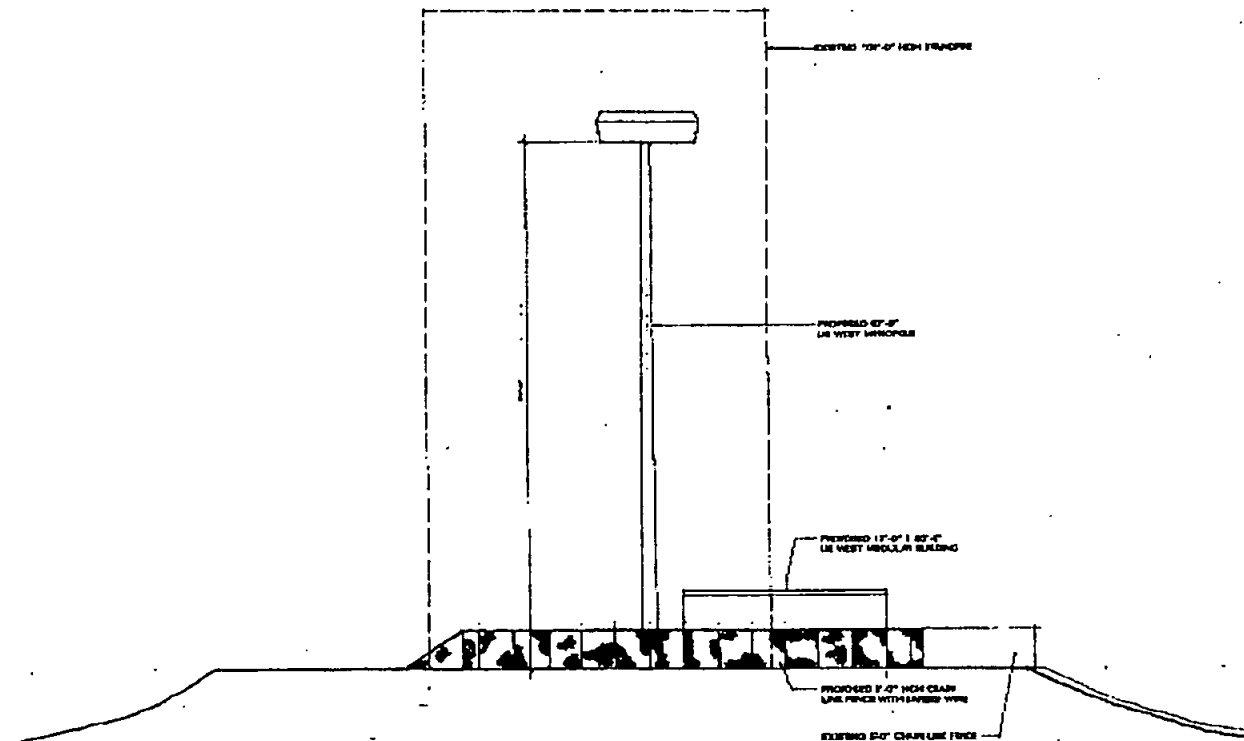
NORTH ELEVATION

| REVISIONS |             |      |
|-----------|-------------|------|
| NO.       | DESCRIPTION | DATE |
| 1         |             |      |
| 2         |             |      |
| 3         |             |      |
| 4         |             |      |

UNIVERSITY AVENUE

BOOTH & SUAREZ  
ARCHITECTS

PLANNING



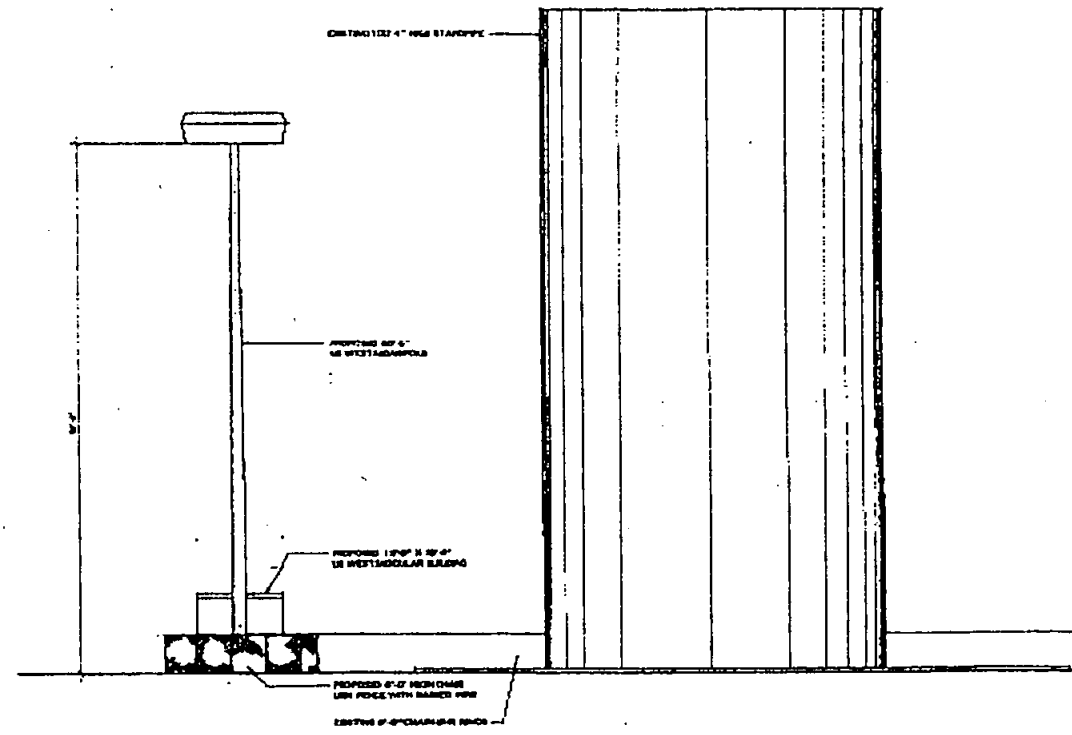
SOUTH ELEVATION

| OWNER APPROVAL |      |      |
|----------------|------|------|
| Signature      | Date | City |
|                |      |      |

UNIVERSITY AVENUE  
 10' WIDE SIDEWALK 1' BOLLARD

BOOTH &  
 SUAREZ

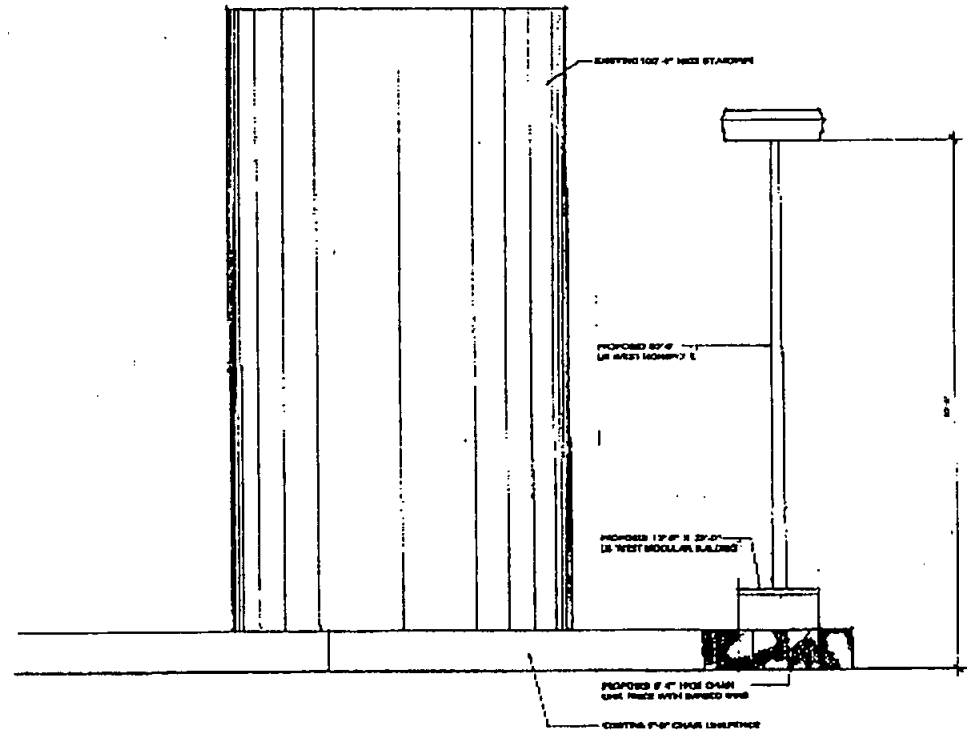
ARCHITECTURE & PLANNING  
 1000 N. 10TH ST. SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111



WEST ELEVATION

| REVISIONS |             |      |
|-----------|-------------|------|
| NO.       | DESCRIPTION | DATE |
| 1         |             |      |
| 2         |             |      |
| 3         |             |      |

BOOTH & SUAREZ  
ARCHITECTURE & PLANNING  
UNIVERSITY AVENUE  
AT 100' WIDE WALK POLE

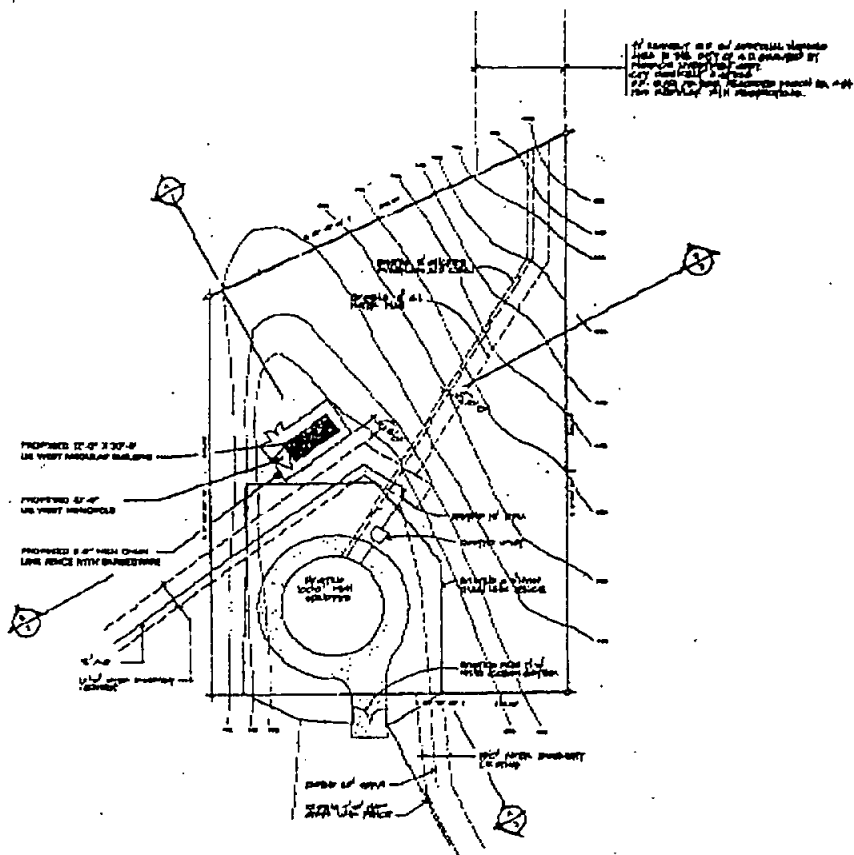


EAST ELEVATION

| REVISIONS |      |             |
|-----------|------|-------------|
| NO.       | DATE | DESCRIPTION |
|           |      |             |
|           |      |             |

7 11 = BOOTH & SUAREZ UNIVERSITY AVENUE

### 9.3 Building Plan and Site Plans.



# SITE PLAN

**LUSWEST**  
NEWVECTOR GROUP, INC.

## CONDITIONAL USE PERMIT

OWNER

[illegible]**APPLICANT / LESSEE**[illegible]

## ARCHITECT

የግልጽ ምርብጫ ማረጋገጫ ማድረግ  
የግልጽ ምርብጫ ማረጋገጫ ማድረግ  
የግልጽ ምርብጫ ማረጋገጫ ማድረግ  
የግልጽ ምርብጫ ማረጋገጫ ማድረግ

### LEGAL DESCRIPTION

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

## PROJECT DESCRIPTION

THE 1979 NEW YORK STATE BAR ASSOCIATION (Sponsored by the New York State Bar Association) is pleased to announce the following:

## STATISTICS

|                             |                                  |
|-----------------------------|----------------------------------|
| 1. 姓名: 李小明                  | 2. 学号: 2023010101                |
| 3. 性别: 男                    | 4. 年龄: 20                        |
| 5. 出生日期: 2003-01-01         | 6. 籍贯: 广东广州                      |
| 7. 联系电话: 13800138000        | 8. 电子邮箱: xiaoming.li@example.com |
| 9. 身份证号: 440101199901010001 | 10. 备注: 无                        |

### BUILDING DATA

|           |         |
|-----------|---------|
| 2000-2001 | 0-4     |
| 2001-2002 | 10      |
| 2002-2003 | 2000-20 |

**VICINITY MAP**

## SCREENING NOTES

\* All rights reserved by copyright © International Film Company.

### SIGN NOTES

6. **ALLIANCE AND PARTNER AND SUPPORT ORGANISATIONS**

## GRADING NOTES

1. ~~CHARGE FOR THIS PRODUCT WILL BE VARIOUS TO THAT OF PREVIOUS~~
2. ~~VERSIONS OF THIS PRODUCT WILL BE VARIOUS TO THAT OF PREVIOUS~~

|                           |                 |
|---------------------------|-----------------|
| DATE                      | 10/10/70        |
| TIME                      | 10:00 AM        |
| LOCATION                  | 1000 10th St NW |
| REPORTING OFFICER         | SA [redacted]   |
| REPORTING AGENCY          | SA [redacted]   |
| REPORTING OFFICER'S TITLE | SA [redacted]   |
| REPORTING AGENCY'S TITLE  | SA [redacted]   |
| REPORTING OFFICER'S PHONE | SA [redacted]   |
| REPORTING AGENCY'S PHONE  | SA [redacted]   |

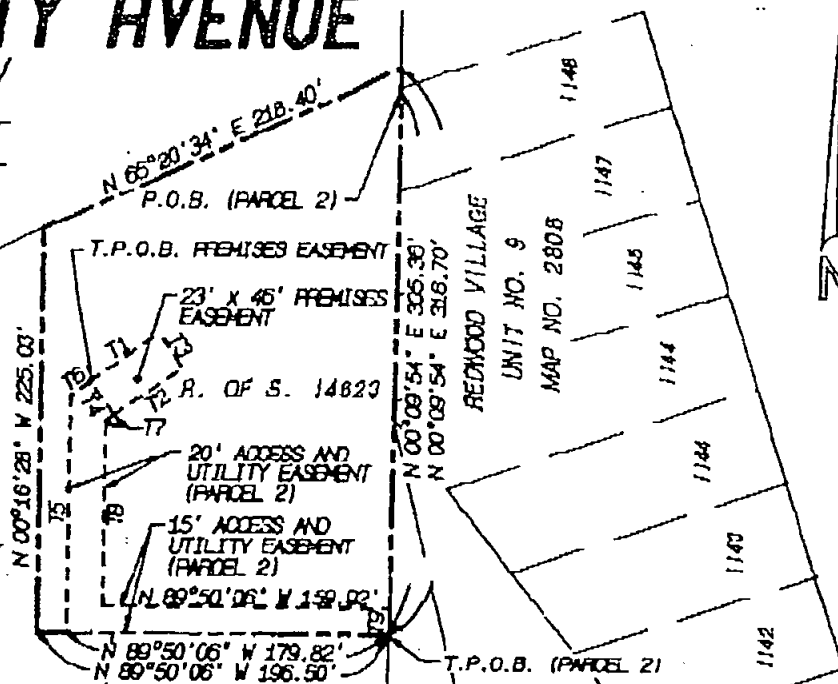
| Guest Affidavit |       |      |
|-----------------|-------|------|
| Signature       | Title | Firm |
|                 |       |      |

# UNIVERSITY AVENUE

## SDGSUNIVERSAV

### EASEMENT PLAT

| NO. | DIRECTION     | DISTANCE |
|-----|---------------|----------|
| 1   | N 54°28'47" E | 46.00'   |
| 2   | N 54°28'47" E | 46.00'   |
| 3   | N 35°31'13" W | 23.00'   |
| 4   | N 35°31'13" W | 23.00'   |
| 5   | N 00°16'28" W | 132.25'  |
| 6   | N 54°28'47" E | 13.73'   |
| 7   | N 54°28'47" E | 5.49'    |
| 8   | N 00°16'28" W | 103.37'  |
| 9   | N 00°09'54" E | 15.00'   |



SCALE 1" = 100'



*Charles W. Christensen*  
CHARLES W. CHRISTENSEN, R.C.E. 8195  
APRIL 17, 1995  
Date

CHRISTENSEN ENGINEERING & SURVEYING

J.N. 9406

# EXHIBIT 9.4 ON-AIR TESTS

## USER COMMITTEE ELECTRONIC LAND USE "ON THE AIR" TEST INSTRUCTIONS AND PROCEDURES

### 1. Explanation

Prior to the LESSOR'S approval of an application for a new radio-electronic use authorization or modification of an existing authorization, pre-installation or pre-use tests will be required. Such tests will determine whether or not radio frequency interference or degraded performance will result to the existing authorized radio electronic type uses at the facility.

Should the interference problems result, it will be the responsibility of the user implementing the new installation to initiate mutually agreeable actions of the parties involved to settle the problem among themselves.

LESSORS may recognize the right of prior authorizes and withhold approval of a radio-electronic authorization application or authorization modification pending settlement of interference problems between the applicant and other authorizees.

### 2. Pre-installation or pre-use Testing

A. It will be the responsibility of the applicant to make the complete arrangements and conduct all tests in a technically sound manner.

(1) A listing of all radio-electronic land use authorizees operating at the facility will be obtained from the users committee.

B. It will be the responsibility of the applicant to notify all radio electronic authorizees at the facility of the tests and details thereof, at least 14 days in advance of the tests.

(1) The notification shall be in the form of letter to each listed authorizee giving a technical summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the authorizees 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 authorizees.

- (2) 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 so noted in the notification letter.
  - (3) Notification to Permittees shall be sent via U.S. Mail or hand delivered.
  - (4) The notification letter to the City Communications Engineer shall include a list of all Permittees notified.
- C. It will be the applicant's responsibility to submit to the City Communications Engineer following the completion of the tests, a letter stating test results obtained from each PERMITTEE participating in the test and a list of those Permittees who did not respond.
- D. In the event a notified PERMITTEE fails to send a qualified representative to observe and participate in the tests, it will be assumed by the City that the PERMITTEE has assured himself that his operations will not be affected.

3. On-The-Air Tests - Technical Details

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

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

9.5 General Development Plan.

(O-96-83)

ORDINANCE NUMBER O- **18234** (NEW SERIES)

ADOPTED ON **DEC 04 1995**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR LEASE AGREEMENT, WITH THREE FIVE-YEAR OPTIONS TO EXTEND, WITH G.T.E. MOBILNET OF SAN DIEGO, INC. FOR APPROXIMATELY 1,200 SQUARE FEET OF SPACE AT REDWOOD VILLAGE STANDPIPE

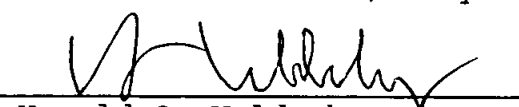
BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, a five-year lease agreement, with three five-year options to extend, with G.T.E. MOBILNET OF SAN DIEGO, INC., for approximately 1,200 square feet of space at the Redwood Village Standpipe for the installation of a communications facility, at an initial annual rent of \$12,000, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. OO- **18234**.

Section 2. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By

  
Harold O. Valderhaug  
Chief Deputy City Attorney

HOV:ps  
11/08/95  
Or.Dept:REA  
Job:221315  
O-96-83

Passed and adopted by the Council of The City of San Diego on  
DEC 04 1995 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS,  
MCCARTY, VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING  
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(Seal)

By: Mary Cepeda, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-18234 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on  
NOV 20 1995 and on DEC 04 1995.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR  
City Clerk of The City of San Diego, California

(Seal)

By: Mary Cepeda, Deputy

ALL THOSE PORTIONS OF LOT 24 & 25 OF WATERVILLE HEIGHTS ACCORDING TO THE MAP THEREOF NO. 748, FILED APRIL 22, 1893 IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN THE BOUNDARIES OF LAND CONVEYED TO THE SAN DIEGO UNIFIED SCHOOL DISTRICT BY DEED RECORDED FEBRUARY 7, 1952 IN BOOK 4365, PAGE 428, OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE DESCRIBED AS FOLLOWS:

APN  
472-470-08-00

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

- WATER SUPPLY: NONE  
WASTE WATER: NONE  
PLUMBING: NONE  
USE GROUP: U (UTILITY)  
CONST. TYPE: TOWER - 4C  
COMMERCIAL  
SQ. FOOTAGE : 292

DYNATEK TELECOMMUNICATIONS SERVICES  
7134 BROOKWOOD DRIVE  
BROOKFIELD, OH 44003  
PHONE: 800.838.3224  
FAX: 330.468.4337  
CONTACT: TODD MARIMPIETRI

SCHMIDT CONSULTING INC.  
17985 SKY PARK CIRCLE, SUITE D  
IRVINE, CA 92614  
PHONE: 949.955.5070  
FAX: 949.955.5093

## SDG&amp;E

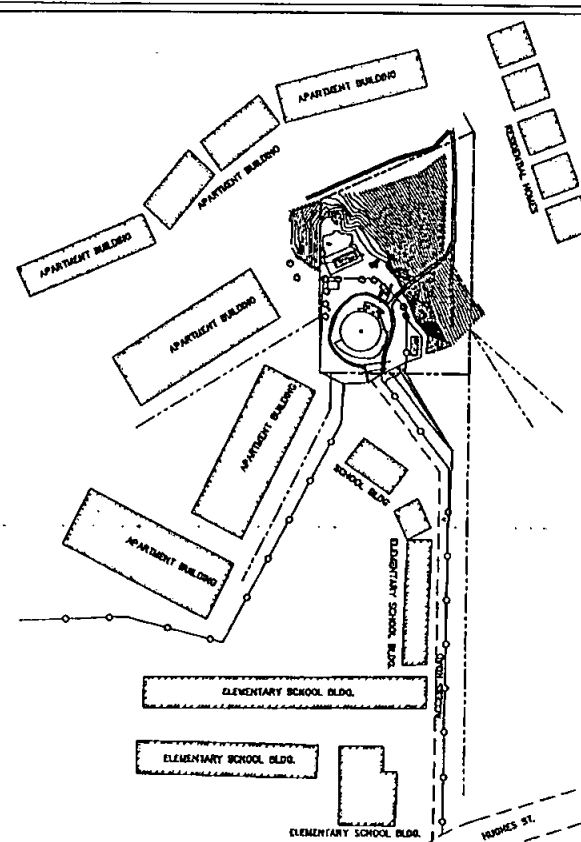
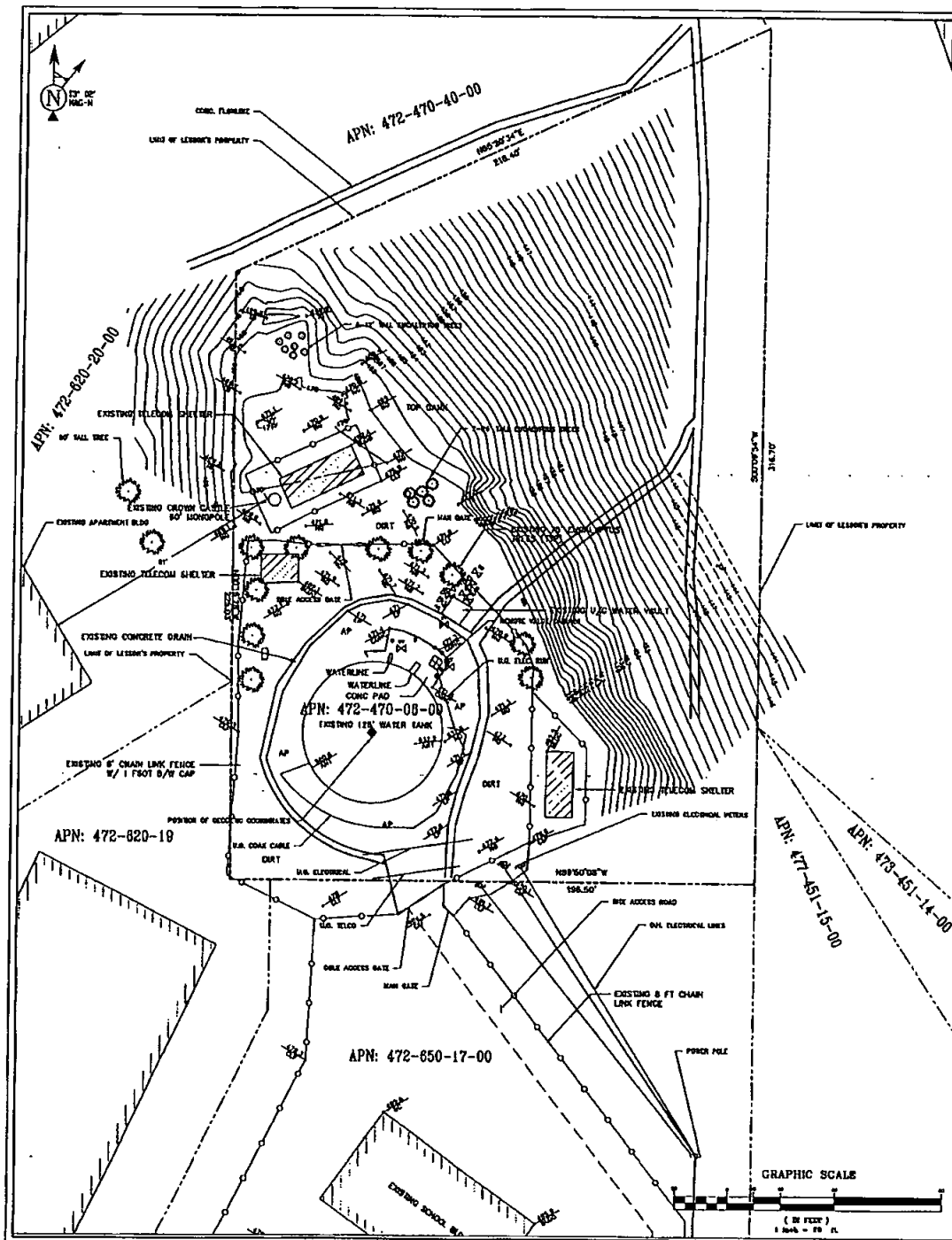
## SBC

FACILITY IS UNMANNED AND NOT  
FOR HUMAN HABITATION

EXISTING CUP PERMIT # 94-0280

CROWN CASTLE USA  
JON DODD, AICP  
510 CASTILLO STREET, SUITE 303  
SANTA BARBARA, CA 93101  
(805) 957-1375 OFFICE

## T-1



# LEGEND

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### ABBREVIATION AND LEGEND

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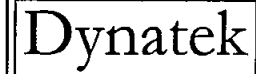
## GENERAL NOTES

## ANTENNA & CABLE SCHEDULE

1. THE 1997 URBAN BUILDING CODE HAS BEEN USED FOR DESIGN.  
2. NEARBY LAND LOADS, INCLUDING NEAR FIELD EFFECTS (P-6533a) HAVE BEEN USED.  
3. A MINOR EOL BEARING PRESSURE HAS BEEN ASSUMED.  
4. A MAJOR EOL BEARING PRESSURE OF 6350 POUNDS HAS BEEN ASSUMED.  
5. A FLAT SLAB IS ASSUMED.  
6. IT IS ASSUMED THAT NO ADJACENT STRUCTURES ARE IMPACTED BY THE FOUNDATION FORCES GENERATED BY THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO EARTHQUAKE WALLS AND FOUNDATIONS FOR OTHER STRUCTURES.

1. 1-1/2" MINIMUM DIAMETER STUDS OF APPROVED MATERIAL, END UNFINISHED STEEL (WELD REQUIRED) OR GALVANIZED STEEL (WELD NOT REQUIRED).
2. ELECTRICAL WIRING AND CONDUITS ARE KEPT ACCEPTABLE AS PULL BOIES.
3. NO 90° TRANSITIONS AT OR WITHIN A PULL BOX (UNLESS A BENDING RADIUS IS THE DIAMETER OF THE CABLE TO BE PLACED DAN BE MAINTAINED).
4. A HORIZONTAL BENDING OF 300 FT. BETWEEN PULL BOIES.
5. A SECTION OF CONDUIT OF 12' VERTICAL WILL REQUIRE A PULL BOX AND AN APPROVED CABLE RESTRAINT.
6. A MAXIMUM OF 2-1/2" SCHEDULED BENDING BENDS BETWEEN PULL BOXES. (A SCHEDULED BEND IS A BEND IN THE CONDUIT BENT TO A SCHEDULED BENDING RADIUS OF 10' MINIMUM. THIS BENDING RADIUS IS BASED ON THE PULL LENGTH.)
7. PULL LINES IN ALL CASES (WIND AND LIFT PULLING SYSTEMS).
8. FIVE STOPPERS REQUIRED WHEN OPERATIONS ARE MADE IN ANY TIME-RAISED AREA.
9. ALL EXTERNAL CONDUIT TERMINATION SHALL BE WEATHER TIGHT.

#### MANAGING STATE A.I.D. OF FOREIGN COUNTRIES

1

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| DYNATEK<br>PROJ. NO. | 5842 |
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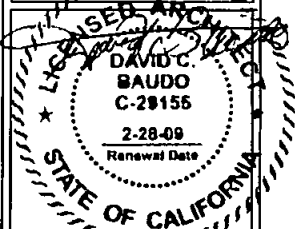
DRAWN BY: L.M.

CHECKED BY: D.C.

## SUBMITTALS

|   |         |                   |
|---|---------|-------------------|
|   |         |                   |
|   |         |                   |
| 2 | 5/16/04 | FINALS            |
| 1 | 3/28/07 | CITY COMMENTS     |
| 0 | 1/17/07 | ISSUED FOR REVIEW |

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THIS SET OF DOCUMENTS IS  
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THAT WHICH RELATES TO CLIENT  
NAME IS STRICTLY PROHIBITED.

UNIVERSITY  
#816130

6046 HUGHES STREET  
SAN DIEGO, CA 92115

**SHEET TITLE:**

### GENERAL NOTES/ ANTENNA SCHEDULE

SHEET NUMBER:

GN-1

### Development Regulations

| Applicable Development Regulations | OR-1-1   | Project           |
|------------------------------------|----------|-------------------|
| Lot Area                           |          |                   |
| Min Lot Area                       | 10 acres | 1.2 acres         |
| Development Area                   |          |                   |
| Allowable Development Area         | 25%      | 1% - (171 sq.ft.) |
| Lot Dimensions                     |          |                   |
| Min Width                          | 200'     | 198.5             |
| Min Street Frontage                | 200'     | 0'                |
| Min Lot Depth                      | 200'     | 225.03            |
| Setback Requirements*              |          |                   |
| Front Setback                      | 25'      | 140'              |
| Min Side Setback                   | 20'      | 20'               |
| Rear Setback                       | 25'      | 40'               |
| Max Structure Height               | 30'      | 80'               |
| Max Lot Coverage                   | 10%      | 1% - (171 sq.ft.) |
| Max Floor Area Ratio               | 0.10     | 0.01              |

\* Setbacks of proposed structures

Note:

"Structure"

A) 171 sq. ft. concrete pad  
8' chain link fence

B) 65' Monocaulyptus pole

### Lessee's Certificate Standard Wireless Facility Project for Post-construction BMP's

I / we the undersigned, as lessee of a portion of the property described as:

ALL THOSE PORTIONS OF LOT 24 AND 25 OF WATERVILLE HEIGHTS ACCORDING TO THE MAP THEREOF NO. 748, FILED APRIL 22, 1893 IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, LYING WITHIN THE BOUNDARIES OF LAND CONVEYED TO THE SAN DIEGO UNIFIED SCHOOL DISTRICT BY DEED RECORDED FEBRUARY 7, 1954 IN BOOK 4365, PAGE 428, OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE

understand that, in accordance with the San Diego Municipal Code, Land Development Manual Storm Water Standards, this project is required to "Identify Pollutants from the Project Area" and incorporate "Site Design" and "Source Control" BMPs.

I certify to the best of my knowledge, that the pollutants anticipated by the proposed land use areas follows:

Sediments  
Nutrients  
Trash & debris  
Oxygen Demanding Substance  
Oil & Grease  
Bacteria & Viruses  
Pesticides

I/We will incorporate the following into the site design:

- Maintain pre-development runoff characteristics
- Minimize impervious foot print by constructing walkways, patios and driveways with permeable surfaces.
- Conserve natural areas
- Use natural drainage systems as opposed to lined swales or underground drainage systems
- Drain roof tops, walkways, patios and driveways into adjacent landscaping prior to discharging to the public drainage system.
- Preserve existing native trees and shrubs
- Protect all slopes from erosion

Additionally, I/we will:

- Minimize the use of pesticides
- Use efficient irrigation systems and landscape design, incorporating rain shutoff devices and flow reducers as needed.

I/we will maintain the above Standard Permanent BMP's for the duration of the lease.

Lessee JONATHAN DOHUA Company Name CROWN CASTLE INTERNATIONAL  
(print name)

Lessee [Signature] Date MAY 15, 2007  
(signature)



## Dynatek

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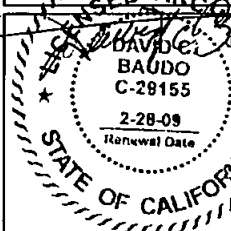
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CHECKED BY: D.C.B.

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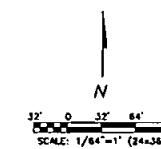
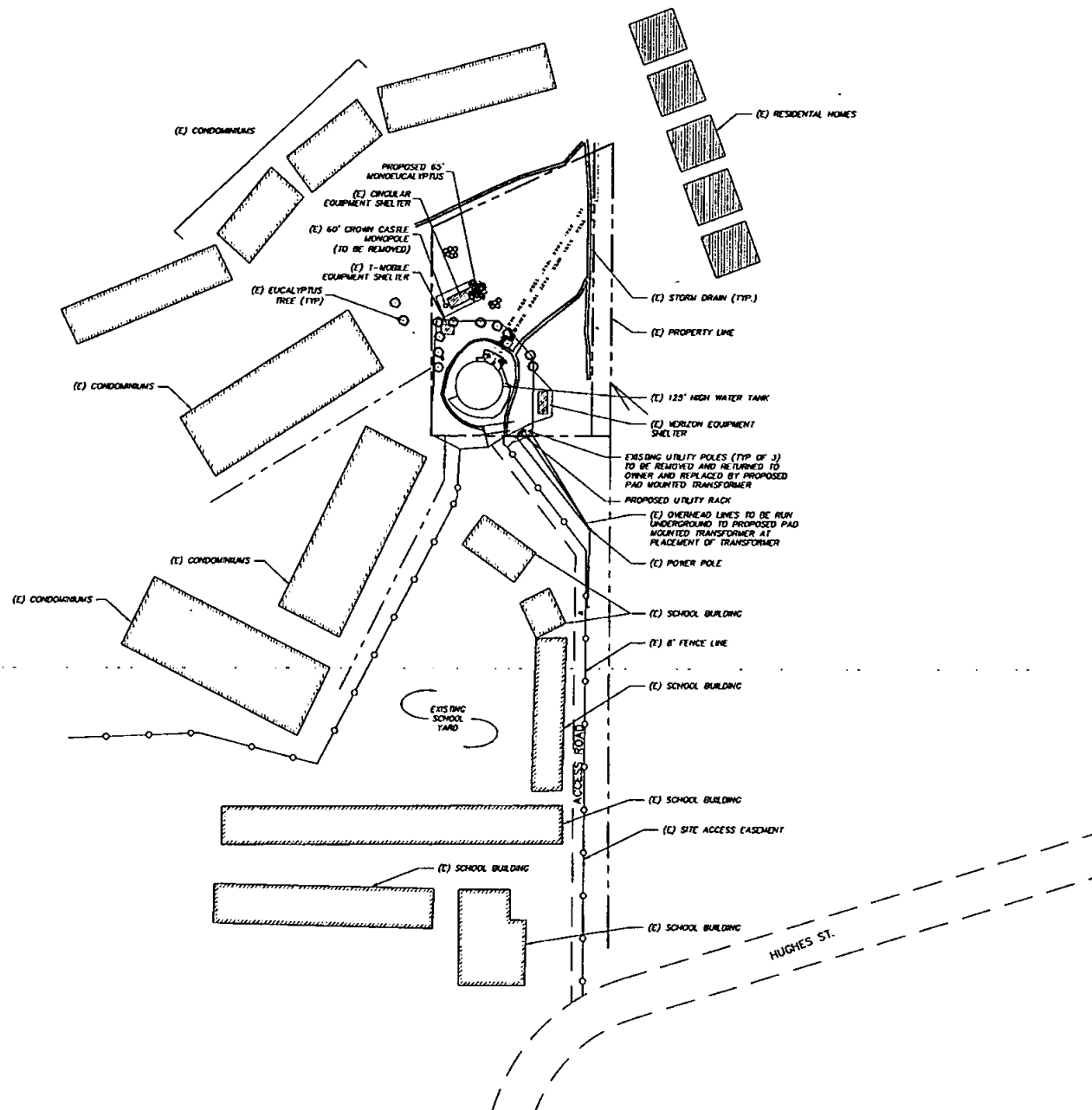
UNIVERSITY  
#816130

6046 HUGHES STREET  
SAN DIEGO, CA 92115

SHEET TITLE:  
POST CONSTRUCTION  
BMP

SHEET NUMBER:

## BMP-1



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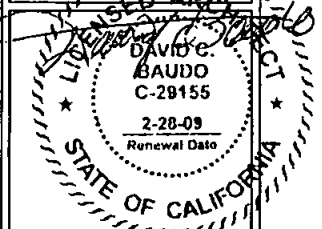
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**SUBMITTALS**

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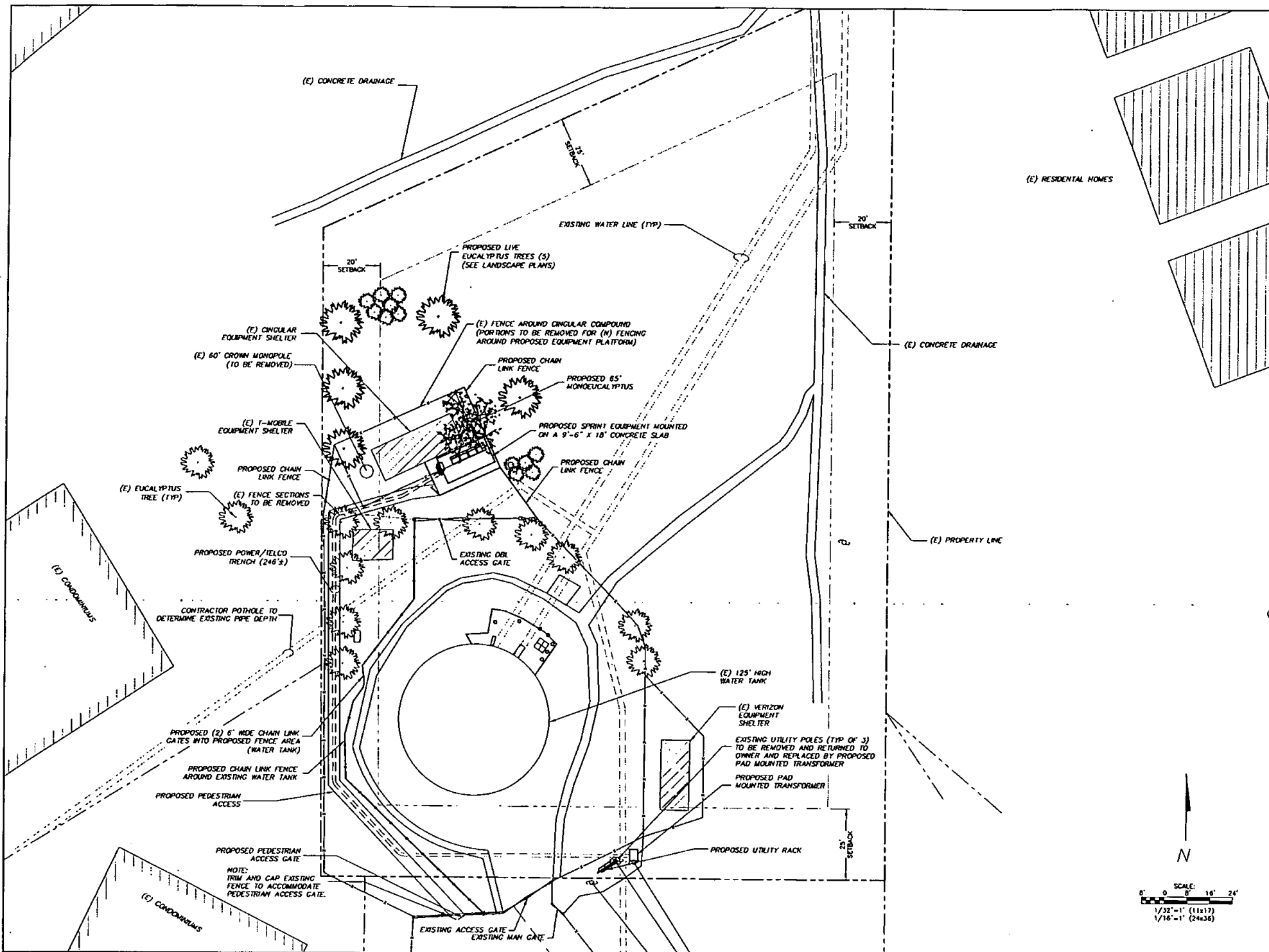
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#816130

6046 HUGHES STREET  
SAN DIEGO, CA 92115

SHEET TITLE:  
**ARCHITECTURAL  
SITE PLAN**

SHEET NUMBER:

**A-1**



ARCHITECTURAL SITE PLAN



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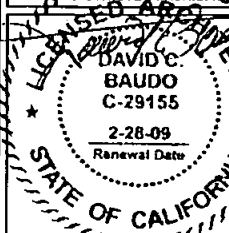
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CHECKED BY: D.C.B.

**SUBMITTALS**

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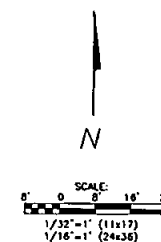
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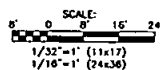
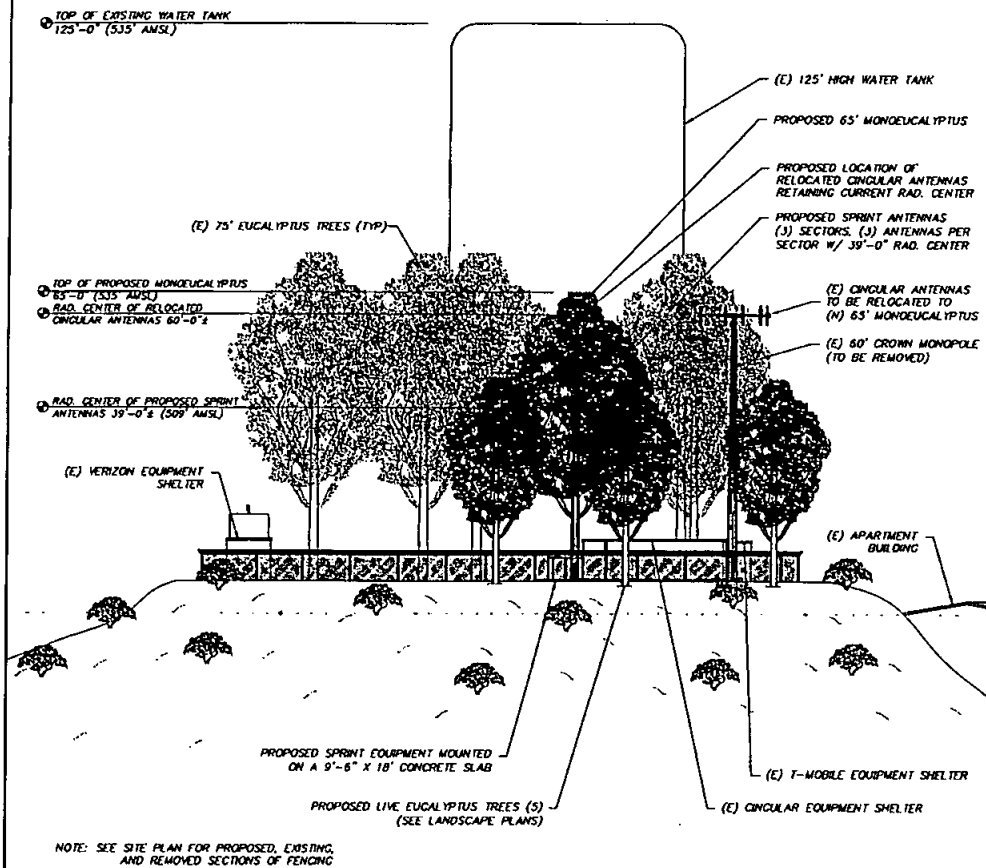
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ARCHITECTURAL  
SITE PLAN

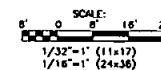
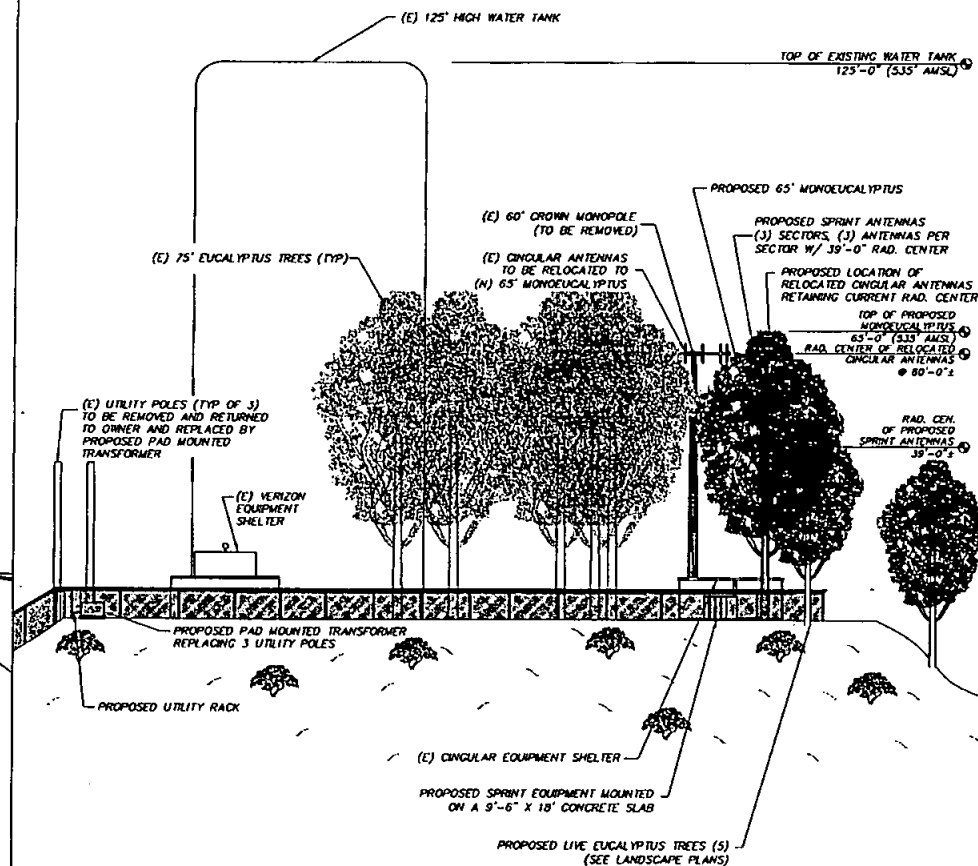
SHEET NUMBER:

**A-2**





NORTH ELEVATION



EAST ELEVATION



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DYNATEK PROJ. NO.: 5848

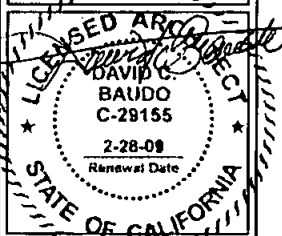
DRAWN BY: L.M.L.

CHECKED BY: D.C.D.

**SUBMITTALS**

|   |         |                   |
|---|---------|-------------------|
| 2 | 5/16/04 | FINALS            |
| 1 | 3/28/07 | CITY COMMENTS     |
| 0 | 1/17/07 | ISSUED FOR REVIEW |

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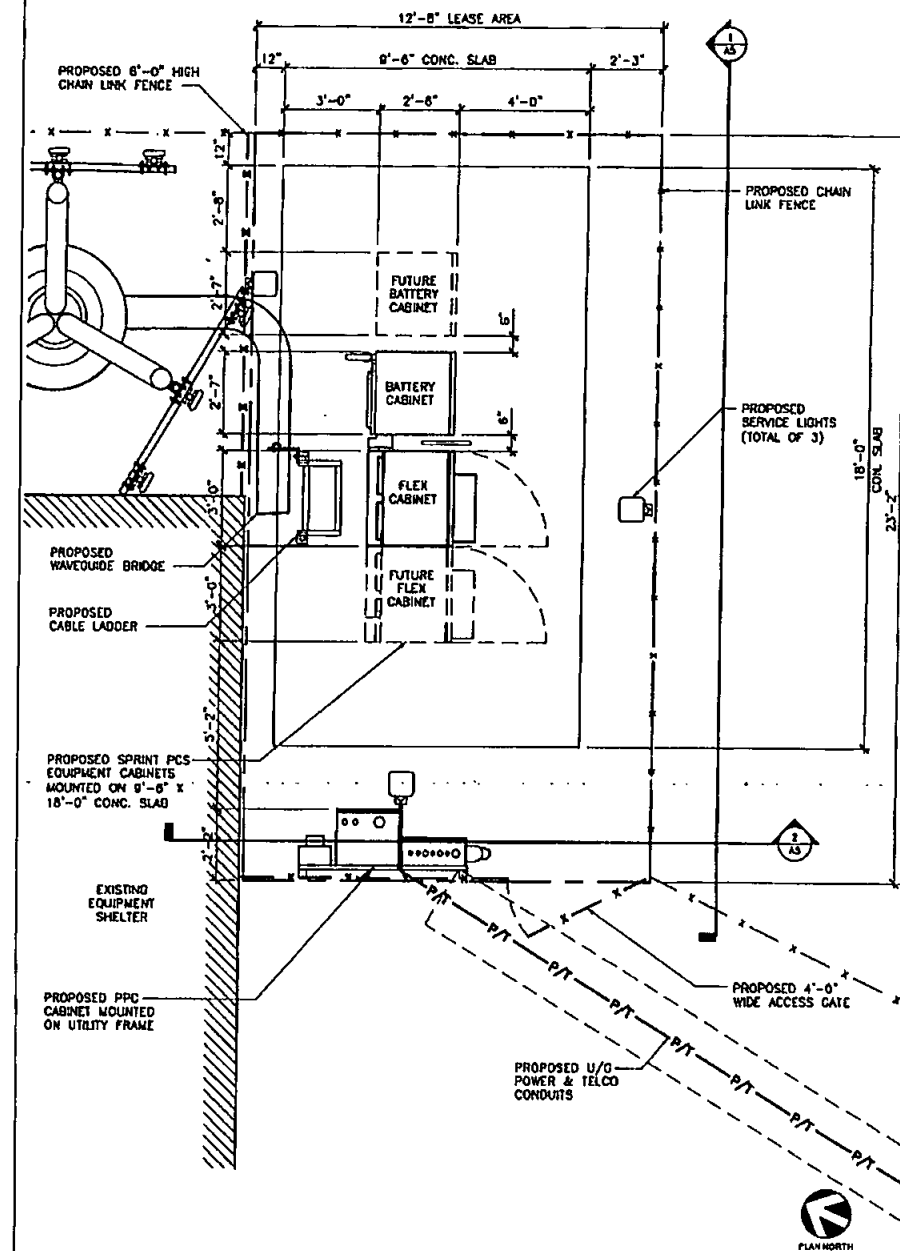
6046 HUGHES STREET  
SAN DIEGO, CA 92115

SHEET TITLE:

SITE ELEVATIONS

SHEET NUMBER:

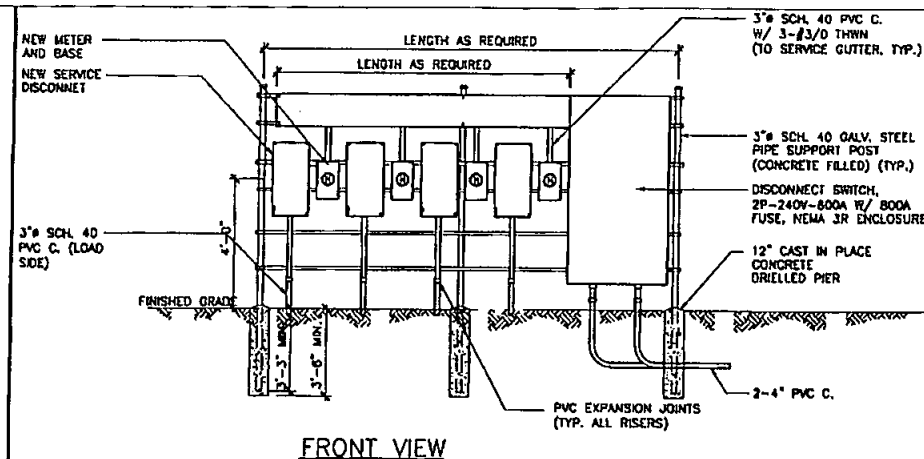
**A-3**



SPRINT EQUIPMENT PLAN

SCALE 1/8" = 1'-0"

5 C.L. DOUBLE GATE DETAIL

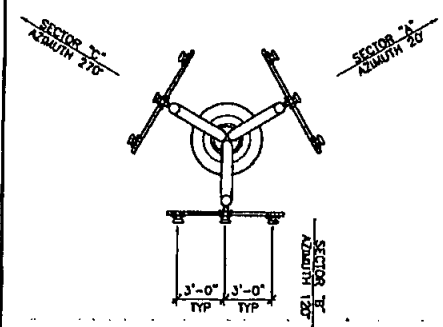


FRONT VIEW

UTILITY RACK

SCALE 1/8" = 1'-0"

NOTE:  
(E) ANTENNAS NOT SHOWN FOR CLARITY

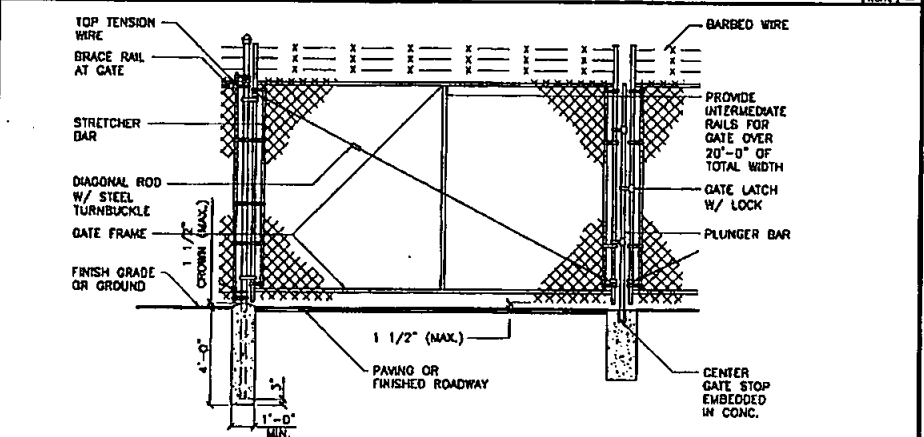


SPRINT ANTENNA PLAN

SCALE 1/8" = 1'-0"

4 C.L. FENCE DETAIL

SCALE 1/8" = 1'-0"



5 C.L. DOUBLE GATE DETAIL

SCALE 1/8" = 1'-0"



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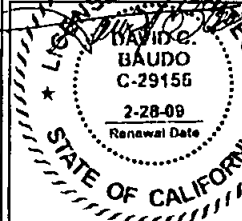
DRAWN BY: L.M.L.

CHECKED BY: D.C.B.

**SUBMITTALS**

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| 2 | 5/16/06 | FINALS            |
| 1 | 3/28/07 | CITY COMMENTS     |
| 0 | 1/17/07 | ISSUED FOR REVIEW |

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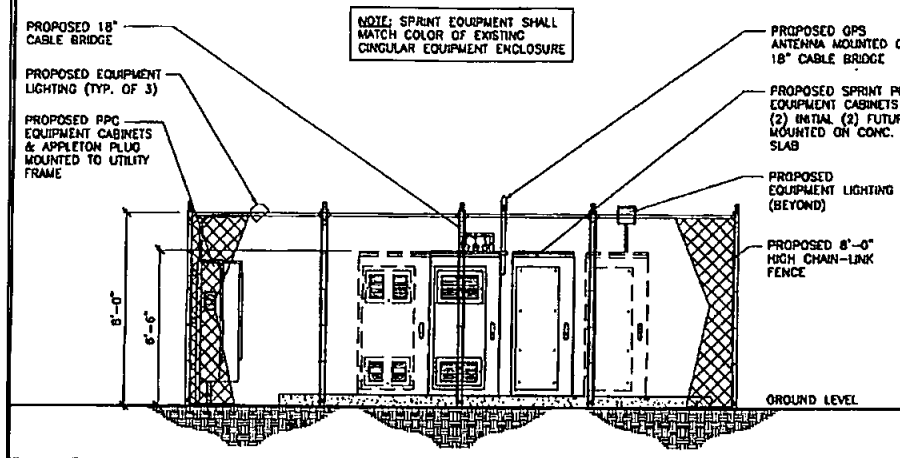


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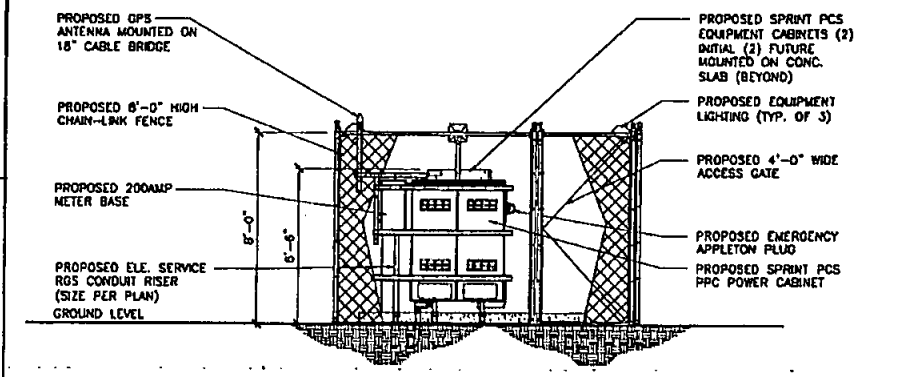
6046 HUGHES STREET  
SAN DIEGO, CA 92115

SHEET TITLE:  
SITE DETAILS

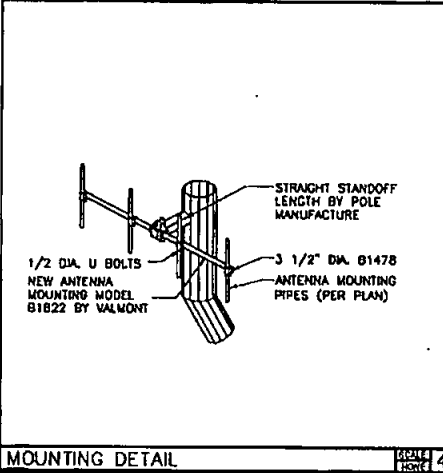
SHEET NUMBER:  
**A-4**



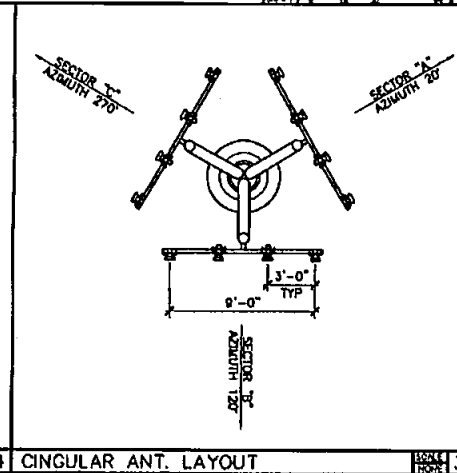
EQUIPMENT SECTION ELEVATION



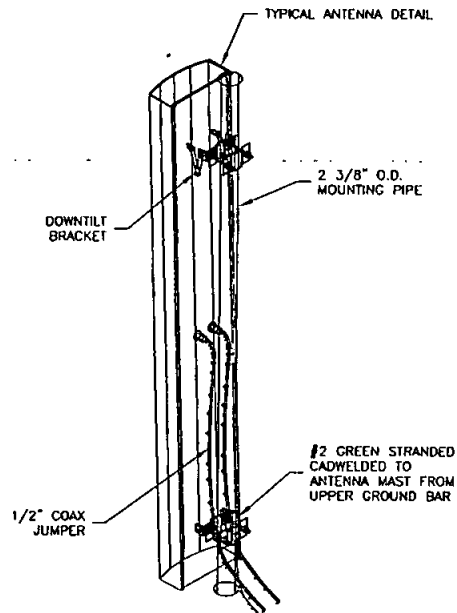
EQUIPMENT SECTION ELEVATION



MOUNTING DETAIL



CIRCULAR ANT. LAYOUT



TYPICAL ANTENNA DETAIL (N.T.S.)



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DYNATEK PROJ. NO.: 5848

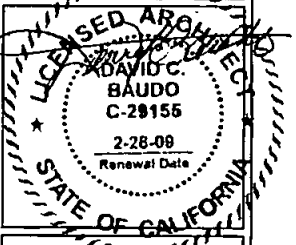
DRAWN BY: L.M.L.

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**SUBMITTALS**

|   |         |                   |
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| 2 | 5/16/04 | FINALS            |
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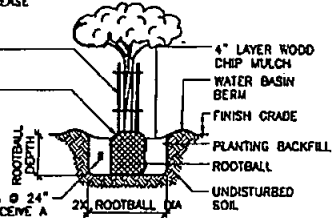
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#816130

6046 HUGHES STREET  
SAN DIEGO, CA 92115

SHEET TITLE:  
EQUIPMENT SECTION ELEVATIONS

SHEET NUMBER:

**A-5**

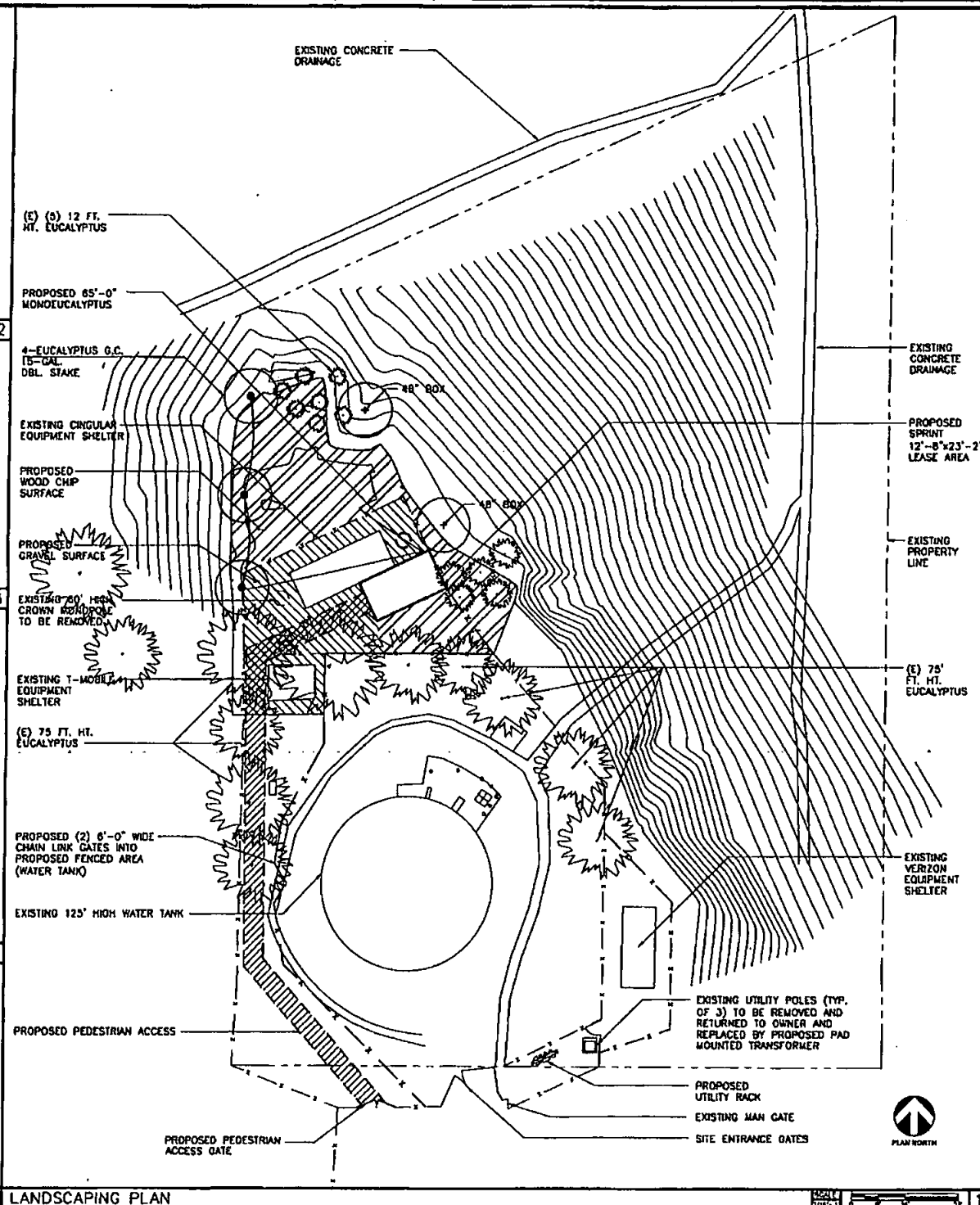


- 1.- PRIOR TO START OF WORK THE CONTRACTOR AND OWNERS REPRESENTATIVE SHALL MEET AND REVIEW UTILITIES AND EXISTING SITE CONDITIONS. AT COMPLETION A FINAL INSPECTION SHALL BE MADE AND ACCEPTED BY THE OWNERS AND LOCAL JURISDICTION.
- 2.- THIS PLAN IS DIAGRAMMATIC AND ALLOWS FOR ADJUSTMENT TO BE MADE TO ACCOMMODATE EXISTING SITE CONDITIONS.
- 3.- LANDSCAPE INSTALLATION SHALL MEET COUNTY OF SAN DIEGO STANDARDS.
- 4.- PRECAUTIONS SHALL BE TAKE TO PROTECT ALL UTILITIES, STRUCTURES AND SITE. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGES AND REPLACEMENT.
- 5.- THE CONTRACTOR SHALL REMOVE ALL DEBRIS, WEEDS AND TRASH FROM CELL WORK SITE AT COMPLETION OF WORK.
- 6.- GUARANTEE OF TREES (1) YEAR, (1/2) YEAR FOR GROUND COVER.
- 7.- CONTRACTOR IS RESPONSIBLE FOR PERMIT APPLICATION AND FEE SUBMITTAL.
- 8.- CONTRACTOR TO MAINTAIN SITE FOR 90 DAYS FOLLOW BY A MONTHLY MAINTENANCE PROGRAM DEFINED WITHIN THE AGREEMENT W/ OWNER.

- 1.- THE SCOPE OF PLANTING IMPROVEMENTS INCLUDES: INSTALLATION OF (9) NINE TREES TO SCREEN THE COMMUNICATION EQUIPMENT FROM THE COMMUNITY. SPECIFIC TREE SPECIES SHALL BE SELECTED AND APPROVED BY THE CITY OF SAN DIEGO. REQUIREMENTS FOR SCREENING SPECIFY CERTAIN TREES ON PLAN HAVE A MINIMUM 20 FOOT HEIGHT AT TIME OF INSTALLATION.
- 2.- ALL PLANT INSTALLATION SHALL FOLLOW THE CITY OF SAN DIEGO LANDSCAPE STANDARD DETAILS.
- 3.- PLANTING PROCEDURE SHALL INCLUDE: EXCAVATION OF PLANT PIT, FILLING W/ WATER, ALLOWING TO DRAIN PRIOR TO PLANTING, FOLLOWING PLANTING, FLOOD BASIN BY HAND WATERING. REPEAT FLOOD WATERING (1) TIME EACH MONTH DURING 90 DAY MAINTENANCE.
- 4.- IMMEDIATELY REPLACE UNHEALTHY OR DEAD PLANT MATERIAL PRIOR TO END OF MAINTENANCE.
- 5.- REPLACE ALL DAMAGED OR REMOVED PLANTS IN-KIND AND SIZE DUE TO CONSTRUCTION ACTIVITIES.
- 6.- PROPOSED PLANT SPECIES HAVE BEEN SELECTED FOR THEIR NATURAL ADAPTATION, SCREENING ABILITY, DROUGHT TOLERANCE, SITE ENHANCEMENT AND TO SATISFY THE CONDITIONS OF APPROVAL BY LOCAL JURISDICTION.
- 7.- APPLY HERBICIDE PER MFG. RECOMMENDATIONS TO LEASE AREA.
- 8.- GRADING AT SITE INCLUDES REMOVAL OF DEBRIS, ROUGH AND FINE HAND GRADING, SLOPING AND BLENDING GRADES AWAY FROM STRUCTURES, PAVING AND COMMUNICATION EQUIPMENT.
- 9.- CONTRACTOR TO MAINTAIN LEASE AREA IMPROVEMENTS FOR 90 DAYS, FOLLOWED BY APPROVAL AND ACCEPTANCE BY LOCAL JURISDICTION.

| NOTES:                                     | SYMBOL | BOTANIC NAME<br>(COMMON NAME)                                    | MATURE HEIGHT &<br>WIDTH @ MATURITY |
|--------------------------------------------|--------|------------------------------------------------------------------|-------------------------------------|
| EXISTING<br>EUCALYPTUS                     |        | EUCALYPTUS<br>GLOBULUS                                           | VARIES                              |
| HEIGHT REQUIREMENT<br>MINIMUM 20 FT.       |        | EUCALYPTUS GLOBULUS "COMPACTA"<br>48" BOX (DWARF BLUE GUM)       | 30" Wx 80" HT.                      |
| HEIGHT REQUIREMENT<br>MINIMUM 5 FT.        |        | EUCALYPTUS GLOBULUS "COMPACTA"<br>15 GAL. (DWARF BLUE GUM)       | 30" Wx 80" HT.                      |
| GROUND COVER                               |        | 4" DEPTH LAYER OF WOOD CHIP MULCH                                |                                     |
|                                            |        | 10 MIL. BLACK AGS FIBER BARRIER<br>UNDER 3" LAYER OF 3/4" GRAVEL |                                     |
| REPLACE DAMAGED GROUND<br>COVER @ 12' O.C. |        | HYPERICUM CALYCEUM<br>(MORONS BEARD)                             |                                     |

## LANDSCAPING PLAN



# Dynatek

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| DYNATEK<br>PROJ. NO.: | 5848 |
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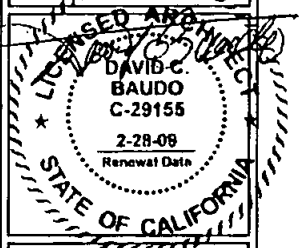
DRAWN BY: LML

CHECKED BY: D.C.B.

## SUBMITTALS

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|---|---------|-------------------|
|   |         |                   |
| 2 | 5/16/04 | FINALS            |
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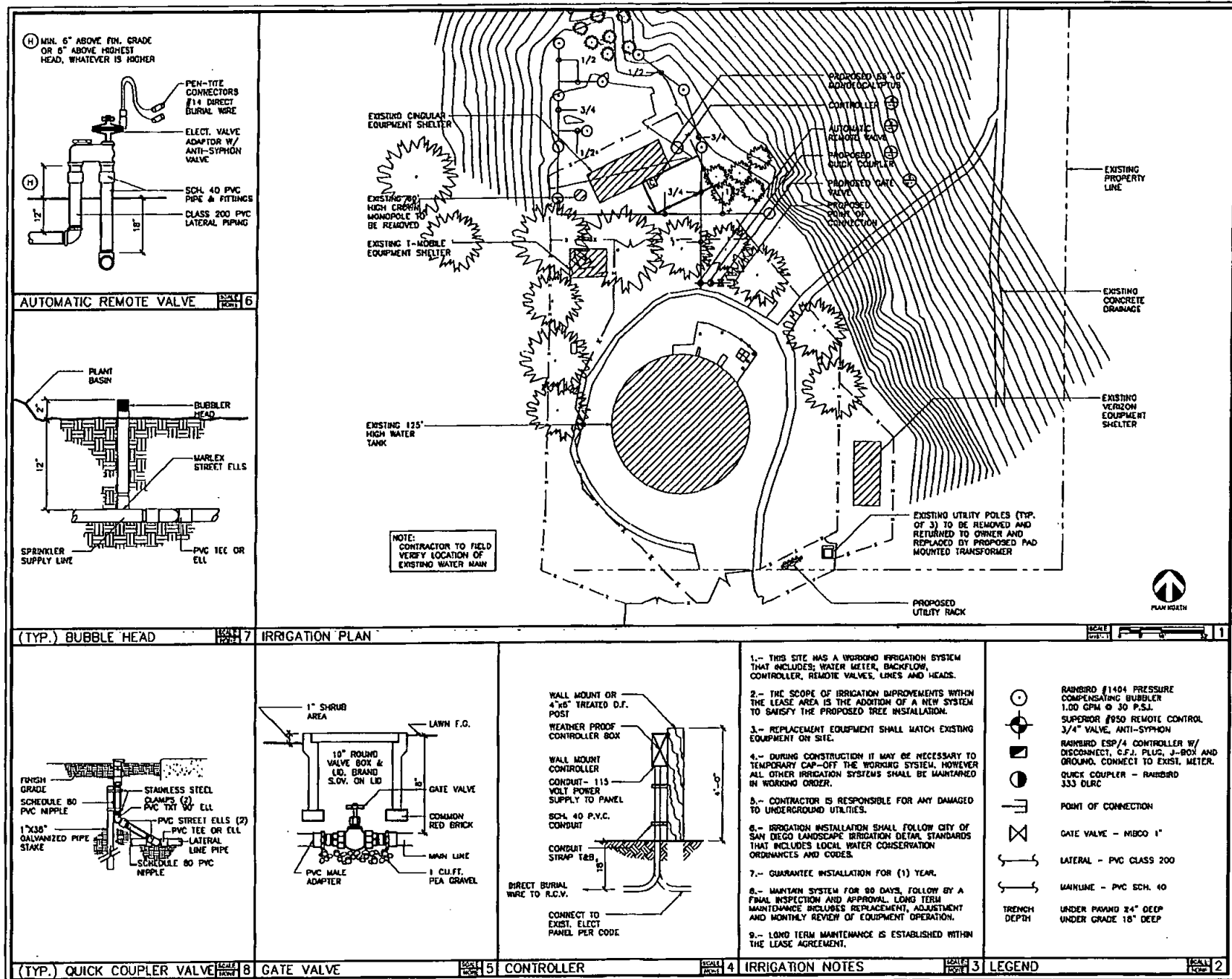
UNIVERSITY  
#816130

6046 HUGHES STREET  
SAN DIEGO, CA 92115

SHEET TITLE:  
**LANDSCAPE PLAN**

SHEET NUMBER:

L-1



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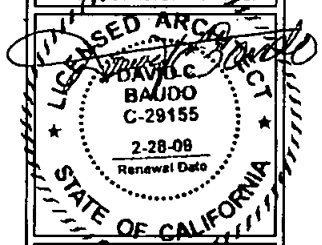
DRAWN BY: L.M.L.

CHECKED BY: D.C.B.

**SUBMITTALS**

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| 2 | 5/16/04 | FINALS            |
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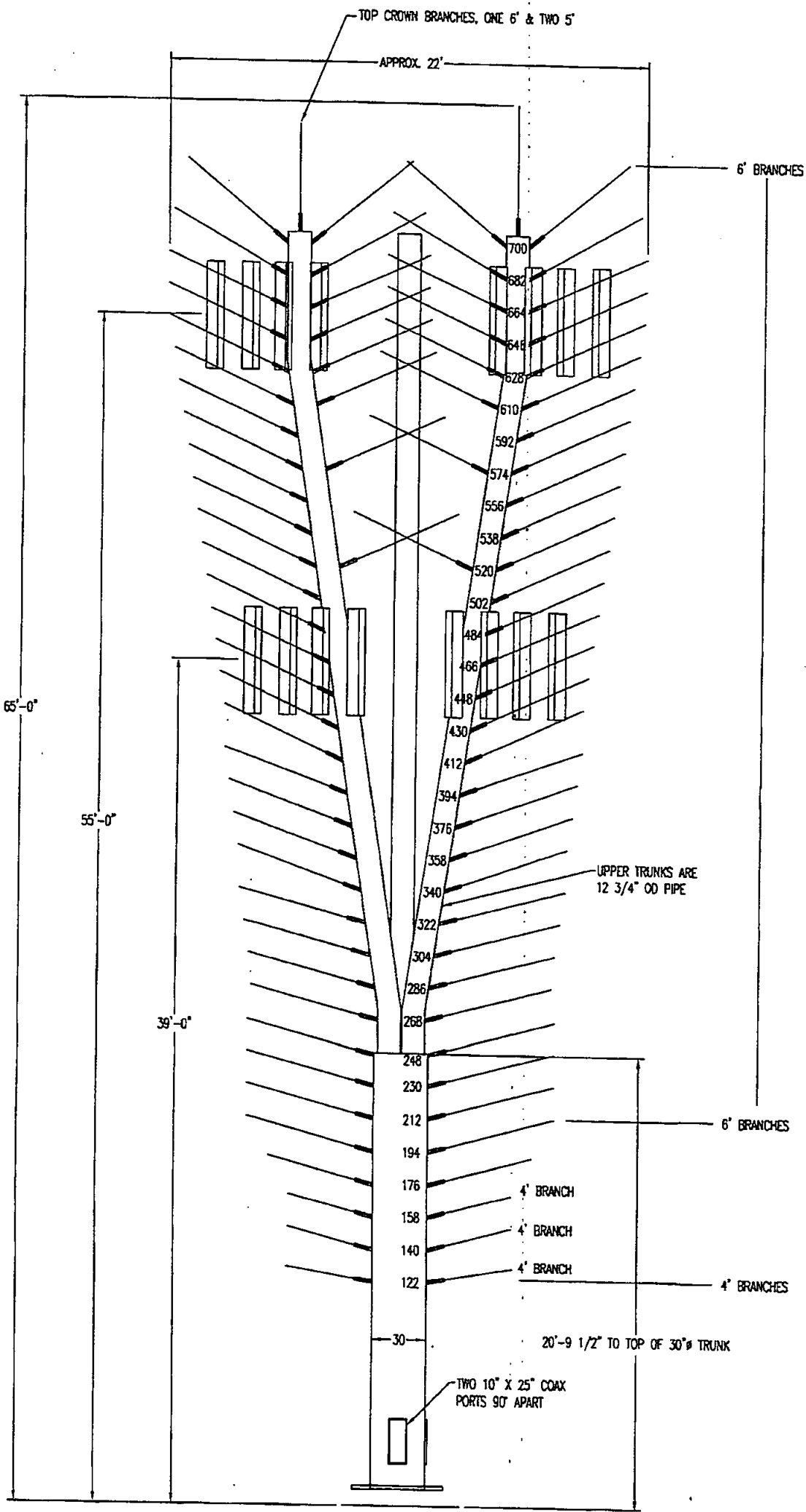
6046 HUGHES STREET  
SAN DIEGO, CA 92115

SHEET TITLE:  
**LANDSCAPE PLAN**

SHEET NUMBER:

**L-2**





| PROPOSAL SKETCH for UNIVERSITY                                                                                                                                                                                                                                          |                |  |  |  |  |  |  |  |  | SCALE<br>NONE  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--|--|--|--|--|--|--|--|----------------|--|
| TITLE                                                                                                                                                                                                                                                                   | 65' EUCALYPTUS |  |  |  |  |  |  |  |  | PAGE<br>2 OF 2 |  |
| <br>UNIVERSITY OF CALIFORNIA<br>SCHOOL OF ARCHITECTURE<br>1000 UNIVERSITY AVENUE<br>BERKELEY, CALIF. 94720-1350<br>TEL: (415) 845-5000<br>FAX: (415) 845-5000<br>WWW: WWW.UCALIF.EDU |                |  |  |  |  |  |  |  |  | EUCALYPTUS     |  |
|                                                                                                                                                                                                                                                                         |                |  |  |  |  |  |  |  |  |                |  |
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