

Network Real Estate

 Ct# 34277
verizonwireless

 Verizon Wireless
 180 Washington Valley Road
 Bedminster, NJ 07921

July 30, 2005

 City of San Diego
 Attn: City Treasurer
 P.O. Box 122289
 San Diego, CA 92112
RE: Lease Agreement Dated October 30, 1995

Dear Sir or Madam:

On the 30th day of October 1995 Airtouch Cellular d/b/a Verizon Wireless entered into a Lease Agreement with the City of San Diego for the use of the property located at 1055 Catalina Boulevard, San Diego, CA.

Pursuant to Paragraph 2.1 of the above Agreement this letter will serve as notification to exercise our option to extend this Agreement for an additional term of five (5) years from November 1, 2005 through October 31, 2010.

I trust the foregoing is clear, but should you have any questions regarding this renewal, please contact me at (908) 607-8830. For all other inquiries regarding this site, please call toll free (866) 862-4404.

Sincerely,



 Leigh-Anne Sullivan
 Specialist-Network Real Estate

Site: SCA Point Loma

 Certified Mail/Return Receipt Requested
 Certified # 70042510000135228677

7004 2510 0001 3522 8677

PS Form 3800, June 2002		U.S. Postal Service CERTIFIED MAIL™ RE (Domestic Mail Only) No Insurance	
For delivery information visit our website OFFICIAL		Postage Certified Fee Return Receipt Fee Restricted Delivery Fee Restricted Delivery Fee Total Postage & Fees	
Sort To Street Apt. No. or PO Box No. City, State, ZIP+4		\$ \$ \$ \$ \$	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

 City of San Diego
 Attn: City Treasurer
 P.O. Box 122289
 San Diego, CA 92112

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 x *Laura Becerra*

B. Received by (Printed Name)

☐ Agent
☐ Address

 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7004 2510 0001 3522 8677

COPY

THE CITY OF SAN DIEGO

AIRTOUCH CELLULAR

Flat Rate Lease

CATALINA FIRE STATION

00-18219
DOCUMENT NO. _____
FILED OCT 02 1993
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE OUTLINE

SECTION 1: USES	1
1.1 <u>Premises</u>	1
1.2 <u>Uses</u>	1
1.3 <u>Related Council Actions</u>	1
1.4 <u>Quiet Possession</u>	2
1.5 <u>Easements and Reservations</u>	2
1.6 <u>Competent Management</u>	2
1.7 <u>On Air Compatibility Test</u>	3
SECTION 2: TERM	3
2.1 <u>Commencement</u>	3
2.2 <u>Holdover</u>	3
2.3 <u>Quitclaim and Surrender of LESSEE'S Interest</u>	3
SECTION 3: RENT	4
3.1 <u>Time and Place of Payment</u>	4
3.2 <u>Rent</u>	4
3.3 <u>Delinquent Rent</u>	7
SECTION 4: ASSIGNMENT	7
4.1 <u>Time is of Essence; Provisions Binding on Successors</u>	7
4.2 <u>Assignment and Subletting</u>	7
4.3 <u>Encumbrance</u>	8
4.4 <u>Defaults and Remedies</u>	9
4.5 <u>Eminent Domain</u>	11
SECTION 5: INSURANCE RISKS/SECURITY	12
5.1 <u>Indemnity</u>	12
5.2 <u>Insurance</u>	13
5.3 <u>Waste, Damage, or Destruction</u>	15
SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS	15
6.1 <u>Acceptance of Premises</u>	15
6.2 <u>Entry and Inspection</u>	15
6.3 <u>Maintenance</u>	16
6.4 <u>Improvements/Alterations</u>	16
6.5 <u>Utilities</u>	16
6.6 <u>Liens</u>	16
6.7 <u>Taxes</u>	17
6.8 <u>Signs</u>	17
6.9 <u>Ownership of Improvements and Personal Property</u>	17

6.10	<u>Unavoidable Delay</u>	18
SECTION 7:	GENERAL PROVISIONS	19
7.1	<u>Notices</u>	19
7.2	<u>Compliance with Law</u>	19
7.3	<u>CITY Approval</u>	19
7.4	<u>Nondiscrimination</u>	19
7.5	<u>Compliance with CITY'S Equal Opportunity Contracting Program</u>	20
7.6	<u>Partial Invalidity</u>	21
7.7	<u>Legal Fees</u>	21
7.8	<u>Number and Gender</u>	21
7.9	<u>Captions</u>	21
7.10	<u>Entire Understanding</u>	21
7.11	<u>CITY Employee Participation Policy</u>	21
7.12	<u>Drug-free Workplace</u>	22
7.13	<u>Recording</u>	22
SECTION 8:	SIGNATURES	23
8.1	<u>Signature Page</u>	23
SECTION 9:	EXHIBITS	24
9.1	<u>Legal Description</u>	24
9.2	<u>Parcel Map(s)</u>	25
9.3	<u>Building Plan or Floor Plan(s)</u>	26
9.4	<u>Description and Listing of LESSEE-owned Improvements</u>	27
9.5	<u>Description and Listing of CITY-owned Personal Property</u>	28
9.6	<u>Site Plan</u>	29

**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 AIRTOUCH CELLULAR, 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 "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of operation of a cellular phone communication facility, 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.

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.

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.

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.

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 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated

ability in the management and operation of a cellular communications facility and related activities in a fiscally responsible manner.

- 1.7 On Air Compatibility Test. LESSEE agrees to observe the requirement of the Test outlined in Exhibit B attached hereto and by this reference made part of this agreement.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be five 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. Provided that Lessee is not in default of any of the terms of this lease, LESSEE has the right to extend this lease for three additional periods of five years each. To exercise this right, LESSEE must give CITY 60 days written notice of its intent to renew prior to the expiration of each five year period.
- 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 five (5) 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. 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. Any rent that may become due under this agreement 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. It is mutually agreed that the initial market value of the premises is \$500 per month. It has also been agreed that LESSEE will supply two new standby generator sets in lieu of rent for the first five year period. The generators shall be Kohler brand diesel model 20R0ZJ, rated 20Kw. 120V. 60Hz. to be delivered to the Fire Department as soon as they are available from the dealer following execution of this agreement. The current price of the generators is \$13,400 each. Installation and taxes amount to \$1,500 each, thus the two sets will be the equivalent of the first five years rent.
- b. (1) CPI Index Adjustments. If, at the end of the first five year period, the LESSEE elects to renew this lease agreement for a further five year term, and for each five year term thereafter, the value of the base rent shall be adjusted to reflect increases in the Consumer Price Index (CPI) according to the formula hereinafter set forth. THE CITY MANAGER SHALL HAVE ABSOLUTE DISCRETION AS TO WHETHER RENT FOR THE ENSUING FIVE YEAR TERM, (and each additional five year term) is paid by monthly installments under section 3.1 hereof, or whether the CITY

will accept the supply of more equipment in lieu of rent. In the event that City Manager elects to accept the supply of equipment, the value of equipment, (installed) shall be approximately equal to the adjusted rental value. If the adjusted rent exceeds the installed value of the equipment by One Hundred dollars or more, LESSEE agrees to remit the difference to the City Treasurer within 30 days of the installation of such equipment. If the adjusted rent exceeds the value of the equipment by One Thousand Dollars or more, LESSEE may elect to remit the difference to the CITY in twelve equal monthly installments. In no event will CITY refund the difference if the equipment is worth more than the adjusted rent. The Parties may negotiate rent credits if the difference is substantial.

In calculating the CPI adjustment, the index used will be the CPI for "All Urban Consumers" for Los Angeles/Long Beach/Anaheim, 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).

In no event shall the adjusted rent be less than the rent that was in existence immediately prior to the adjustment date.

- 3.3 Delinquent Rent. If LESSEE fails to pay any monetary rent when due, in addition to the unpaid rent, LESSEE will pay ten percent (10%) 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 fifteen percent (15%)], 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. Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than Ten Dollars (\$10).

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.

"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.

- 4.3 Encumbrance. Subject to prior consent by CITY, which shall not be unreasonably withheld, 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 proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises. 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 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. LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve, disapprove, or condition 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 or entity 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. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this lease. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community.

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 that LESSEE shall have fifteen (15) business days to remove its personal property, equipment and

fixtures from the premises, during which period shall interfere with such removal work. 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 of Lender. 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, 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. Notwithstanding the foregoing, LESSEE shall be entitled to recover from the condemning authority (i) any sum awarded to LESSEE for damages to or loss of LESSEE's business; and (ii) such compensation as may be separately awarded or recoverable by LESSEE on account of any and all costs or losses suffered by LESSEE in removing LESSEE's equipment, fixtures and improvements to a new location. 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 and operations 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 CITY or LESSEE or by authorized representatives of CITY or 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 name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days' prior written notice to CITY. 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 LESSEE's actions or omissions, 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, including the presence of any hazardous wastes.
- 6.2 Entry and Inspection. CITY reserves the right to inspect the premises upon reasonable notice during business hours, or at any time in an emergency. 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 ten (10) 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 decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a 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 decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance 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 approval shall not be unreasonably withheld. 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. 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, which taxes, assessments and/or fees relate directly to LESSEES possessory interest in the premises or the installation of LESSEES' improvements. 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, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE, (not including any of LESSEE'S communications equipment, trade fixtures or personal property) 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.

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 CITY:

City Manager
Attention Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

To LESSEE as follows:

Airtouch Cellular
5355 Mira Sorrento Place, Suite 500
San Diego, CA 92121
Attn: Real Estate Department

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 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE shall submit to the Project Manager statistical information as requested in the City of San Diego Contract Activity Report indicating the amount of subcontracting provided by firms during the period covered by the report. This information should be accompanied by an invoice from each subconsultant/subcontractor/ vendor/service provider listed in the report.
- b. Equal Employment 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 request by the City of San Diego, LESSEE will submit a current Work Force Report and, if required, an Equal Employment Opportunity Plan which sets 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 subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor.

- c. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms on 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.

- 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 may, at the sole option of CITY, 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 Recording. Concurrently with the execution of this lease, CITY shall execute before a notary and deliver to LESSEE for recording a "Memorandum of Flat Rate Lease" in the form of Exhibit "E", attached hereto and by this reference incorporated herein.

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 10/5/95

By Robert J. Hollen

AIRTOUCH CELLULAR

Date 6-13-95

By Nancy J. Hobbs
Nancy J. Hobbs, President and
General Manager: San Diego
and Imperial Counties

FORM APPROVED
LEGAL DEPARTMENT

BY: Eric C. Young 6-13-95
ERIC C. YOUNG

By Steven N. Wilson
Steven N. Wilson
Assistant Secretary

APPROVED as to form and legality this 30 day of Oct., 1995.

JOHN W. WITT, City Attorney

By John W. Witt
Deputy City Attorney

MLM:rc
6/09/95
I:\WPQ\1995\MUMERT\LS.AIR

SECTION 9: EXHIBITS

9.1 Legal Description. Pueblo Lands 190, portion of the N.W. $\frac{1}{4}$.

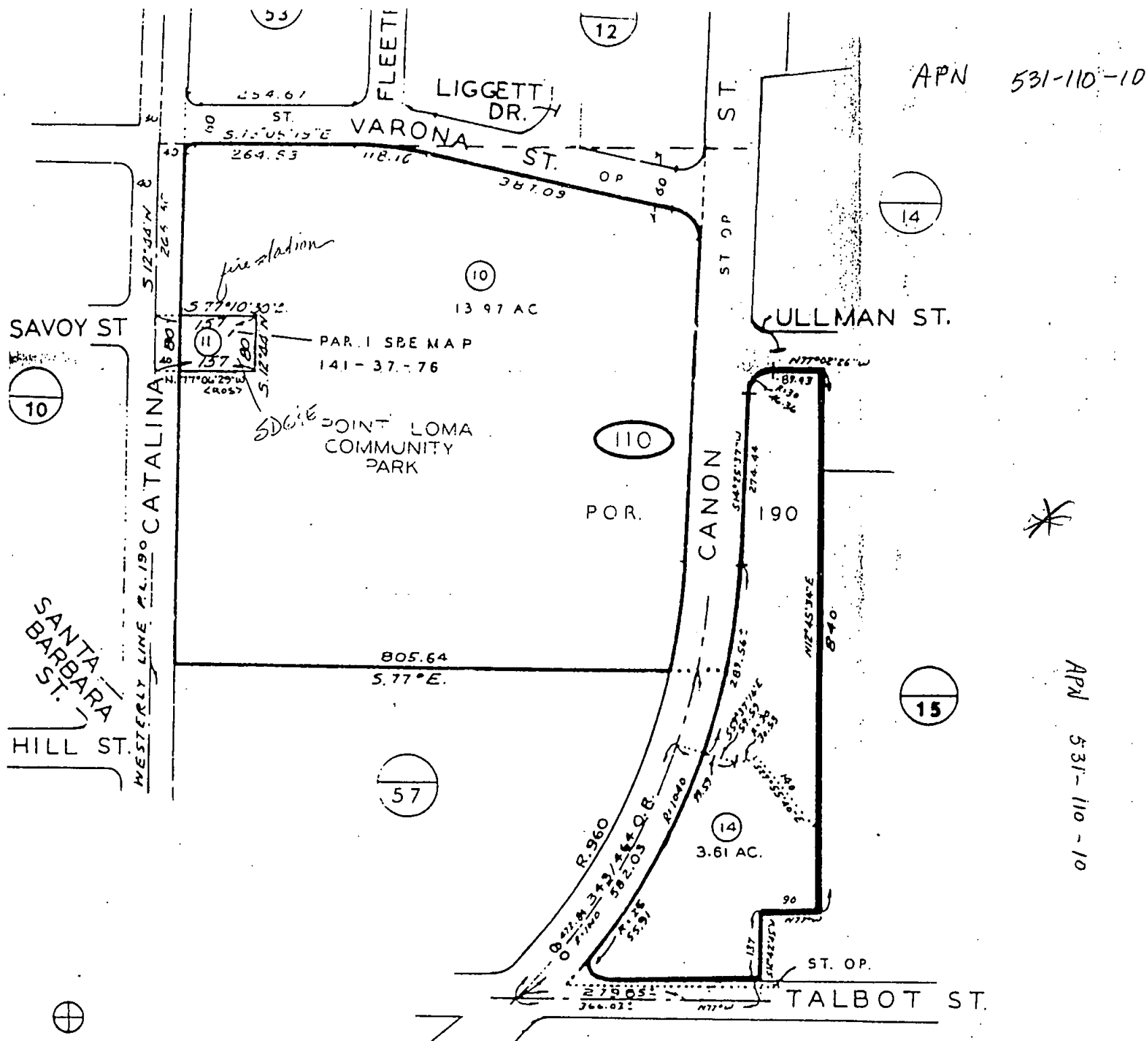


EXHIBIT "A" (2 Pages)

AIRTOUCH[™]

Cellular

POINT LOMA

POINT LOMA FIRE STATION No. 22
1055 CATALINA BOULEVARD, SAN DIEGO, CALIFORNIA

PROJECT SUMMARY

APPLICANT:

AIRTOUGH CELLULAR
5355 MIRA SORRENTO PLACE #500
SAN DIEGO, CALIFORNIA 92121

PROPERTY OWNER:

CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPT.
CIVIC CENTER PLAZA MS 31-A
1200 THIRD AVE. SUITE #1700
SAN DIEGO, CA 92101

CONTACT: KEVIN MCGEE
(819) 625-7658

CONTACT: MARTIN MUMERT
(819) 236-6070

PROJECT DESCRIPTION:

AIRTOUCH PROPOSES TO CONSTRUCT, OPERATE AND MAINTAIN A APPROXIMATELY 185 SQUARE FOOT CELLULAR COMMUNICATIONS FACILITY. THE PROJECT ALSO CONSISTS OF A CELLULAR ANTENNA SYSTEM WITH UP TO FIVE (5) PANEL ANTENNAS LOCATED ON THE FACE OF THE EXISTING TOWER.

NOTES:

1) ACTUAL ANTENNA LOCATION MAY VARY.

EXISTING PROPERTY INFORMATION:

SITE ADDRESS: 1055 CATALINA BLVD.
SAN DIEGO, CA 92106

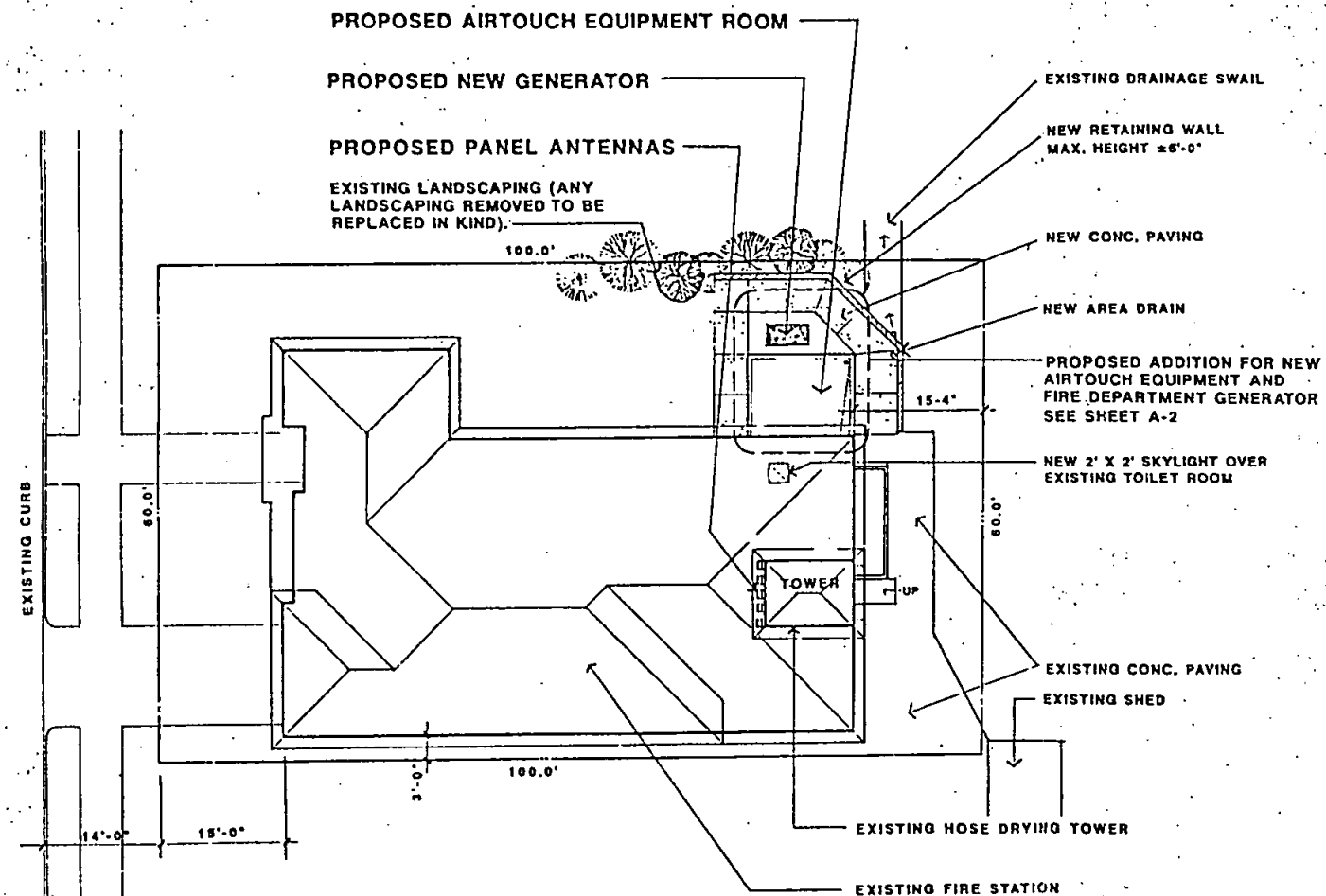
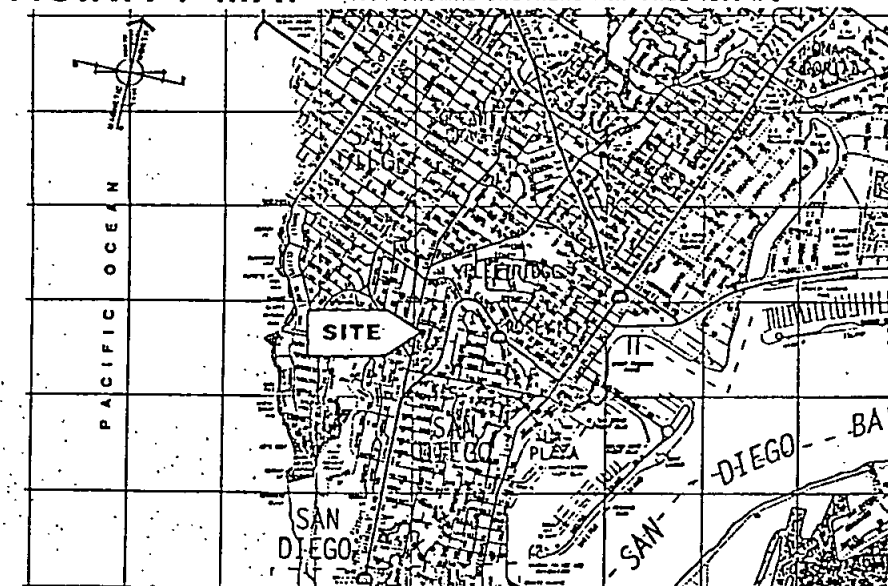
LEGAL DESCRIPTION: THAT PORTION OF PUEBLO LOT 150 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP No. 36, WHICH LIES WESTERLY OF THE WESTERLY LINE OF CANON STREET (70.00 FEET WIDE) AS DESCRIBED IN OUTCLAIM DEED TO THE CITY OF SAN DIEGO, RECORDED APRIL 24, 1927 IN BOOK 648, PAGE 170 OF OFFICIAL RECORDS.

ZONE: SF R-1-5000 WITH I-O-Z OVERLAY

ASSESSOR'S PARCEL NUMBER: 531-110-10

VICINITY MAP

1994 THOMAS BROTHERS MAP PAGE 1288 A-2



S I T E P L A N

1° = 10.0'

ATTEMPT TO BE VERIFIED

PRELIMINARY



AIRTOUCH
Cellular

3333 MIRA SOLARITO PLACE #100, SAN DIEGO, CA. 92131
(619) 523-7656

**TITLE SHEET, SITE
PLAN, PROJECT
SUMMARY &
VICINITY MAP**

revision	date

△	
△	
△	
△	
△	
△	

date 5/9/95

date	5/5/55
drawn	KIC

checked	BSM
---------	-----

checked	PSN

Job POINT LOMA

sheet

A 1

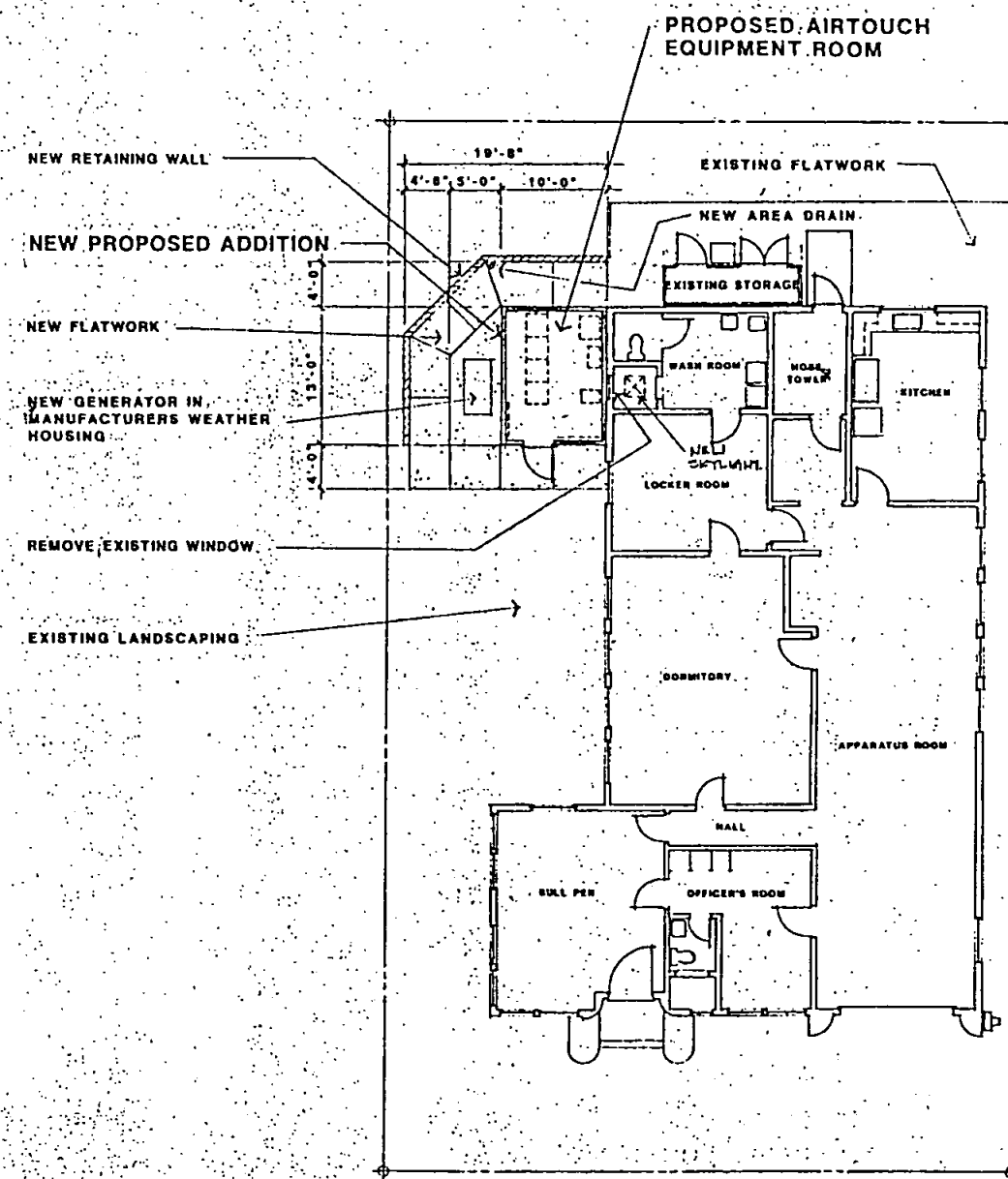
A-1

2

013

9.3 Building Plans and Floor Plans

EXHIBIT "A" (2 Pages)

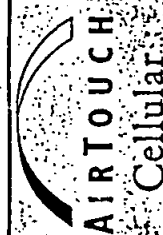


BUILDING PLAN

1/8" = 1'-0"

colbourn-currier-noll
architecture
robert a. colbourn architect
william g. currier architect
peter a. noll architect
10675 treena st. #101 san diego, ca. 92131 (619) 695-1914

PRELIMINARY



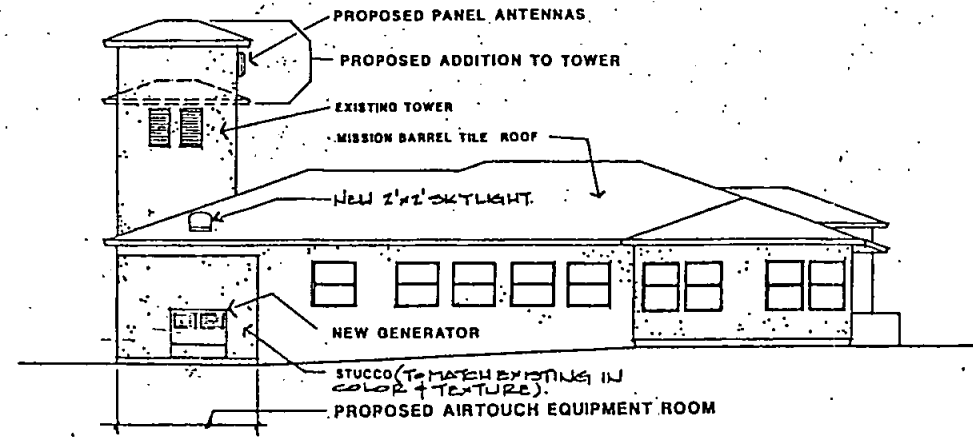
revision	date
△	
△	
△	
△	
△	
date	5/9/95
drawn	PSN
checked	PSN
job	POINT LOMA
sheet	

A-2

of

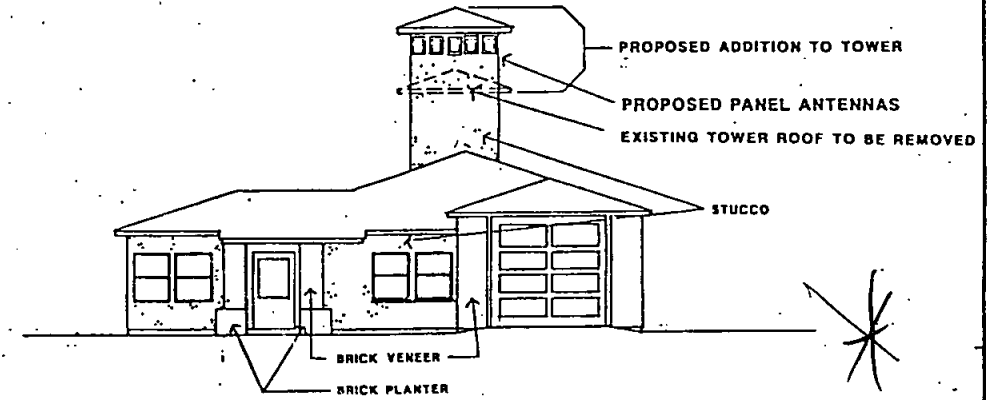
9.3 Building Plans and Floor Plans

EXHIBIT "A" (3 Pages)



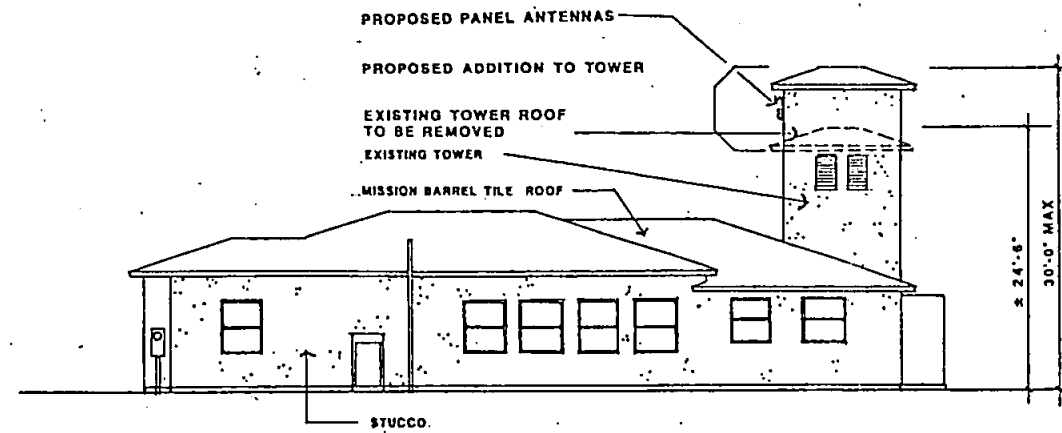
NORTH ELEVATION

1/8" = 1'-0"



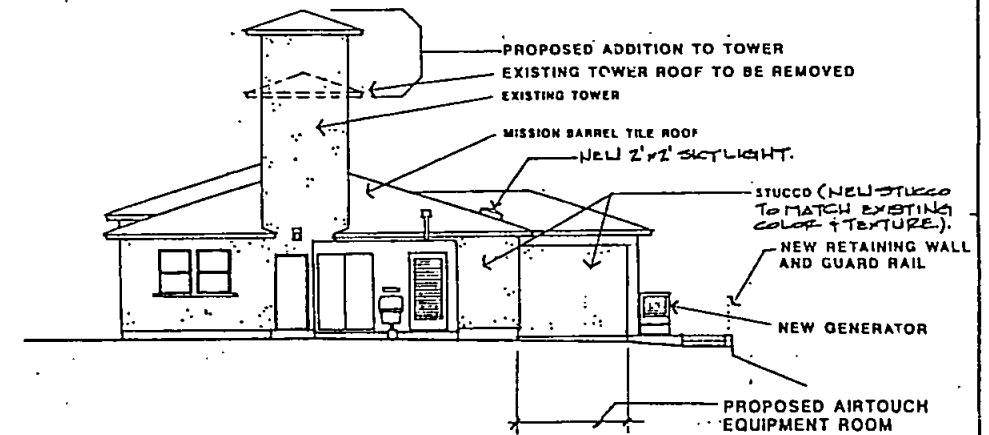
WEST ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"

colbourn-currier-noll
architect
robert a. colbourn architect
william g. currier architect
peter a. noll architect
10675 treena st. #101 san diego, ca. 92131 (619) 695-1914

PRELIMINARY

AIRTOUCH
Cellular
9115 WILMA TORRENTO PLACE #101, SAN DIEGO, CA. 92111
(619) 433-7556

ELEVATIONS

revision	date
Δ	
Δ	
Δ	
Δ	
Δ	

date 5/9/95

drawn PSN

checked PSN

job POINT LOMA

sheet

A-3

of 3

EXHIBIT B

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.

GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THOSE FURNISHED BY SUBCONTRACTOR.
2. THE CONTRACTOR SHALL INFORM ARCHITECT OF ANY ERROR, INCONSISTENCY, OR OMISSION THEY MAY DISCOVER WITH THE PLANS, DOCUMENTS, NOTES, OR SPECIFICATIONS PRIOR TO STARTING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY ERROR, INCONSISTENCY, OR OMISSION AFTER THE START OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF ARCHITECT AND SHALL INCUR ANY EXPENSES TO RECTIFY THE SITUATION. THE MEANS OF CORRECTING ANY ERROR SHALL FIRST BE APPROVED BY ARCHITECT.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR OR SUBCONTRACTOR AS MAY BE SPECIFIED IN THE CONTRACT BETWEEN THE CONTRACTOR AND SUBCONTRACTOR SHALL BEAR ALL EXPENSES OF REPAIR AND/OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGE BY OPERATIONS IN CONNECTION WITH THE EXECUTION OF WORK.
4. APPROVED PLANS SHALL BE KEPT IN A PLACE ON THE PROJECT SITE, SPECIFIED BY THE GOVERNING AGENCY AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION AS APPROVED PLANS. THE CONTRACTOR SHALL ALSO MAINTAIN, IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES WHICH ARE TO BE UNDER THE DIRECT CARE OF THE SUPERINTENDENT. THE CONTRACTOR SHALL SUPPLY DAILY INTERNATIONAL (DAILY) WITH ALL REVISIONS, ADDENDA, AND/OR CHANGE ORDERS AT THE CONCLUSION OF THE WORK FOR AS-BUILT RECORD DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT AND SITE WHILE THE PROJECT IS IN PROGRESS AND UNTIL THE JOB IS COMPLETE.
6. ALL DEBRIS SHALL BE REMOVED FROM THE PROJECT PREMISES AND SHALL BE LEFT IN CLEAN (BROOM SWEEP) CONDITION AT ALL TIMES BY EACH TRADE PERFORMING THEIR OWN PORTION OF THE PROJECT.
7. REFERENCES OF DRAWINGS IS FOR CONVENIENCE AND DOES NOT LIMIT APPLICATION OF ANY DRAWING OR DETAIL.
8. CONTRACTOR SHALL REFER TO, AND CROSS CHECK, DETAILS, DIMENSIONS, NOTES, AND REQUIREMENTS SHOWN ON THE DRAWINGS WITH RELATION TO THE STRUCTURAL, ELECTRICAL, MECHANICAL, PLUMBING AND ANTENNA REQUIREMENTS.
9. ARCHITECT MAKES NO GUARANTEE FOR PRODUCTS, FIXTURES, AND/OR EQUIP. NAMED BY TRADE OR MANUFACTURER. GUARANTEE OR WARRANTY THAT MAY BE PROVIDED IS SO DONE THROUGH THE COMPANY OR MANUFACTURER PROVIDING THE PRODUCT, FIXTURE, AND/OR EQUIPMENT ONLY UNLESS PROVIDED BY CONTRACTOR IN WRITTEN FORM ALSO.
10. ALL TRADES SHALL DO THEIR OWN CUTTING, FITTING, PATCHING, ETC. TO MAKE THE SEVERAL PARTS COME TOGETHER PROPERLY.
11. CONTRACTOR SHALL PROTECT ADJACENT PROPERTIES (PUBLIC OR PRIVATE) FROM NOISE, DUST, DIRT, FIRE HAZARD, ETC. PER CITY OR GOVERNING AGENCY REQUIREMENTS.
12. NO MATERIALS SHALL BE STORED ON PUBLIC PROPERTY UNLESS AN ENCROACHMENT PERMIT HAS FIRST BEEN OBTAINED FROM THE LOCAL GOVERNING AGENCY.
13. DO NOT SCALE DRAWINGS. ARCHITECT SHALL BE NOTIFIED PRIOR TO BEGINNING CONSTRUCTION OF ANY DISCREPANCIES FOUND.
14. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS. TYPICAL DETAILS AND GENERAL NOTES ARE MINIMUM REQUIREMENTS TO BE USED WHEN CONDITIONS ARE NOT SPECIFICALLY SHOWN OTHERWISE.
15. WHEN REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA.
16. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOOR OR ROOF. LOADS SHALL NOT EXCEED DESIGNED LIVE LOADS PER SQUARE FOOT. PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH.
17. ALL CONSTRUCTION MATERIALS, TECHNIQUES, AND FINISHES SHALL BE AS REQUIRED BY THE APPROPRIATE CODE AUTHORITIES. INSTALLATION SHALL FOLLOW THE MANUFACTURER'S PUBLISHED SPECIFICATIONS AND/OR TRADE STANDARDS IN ADDITION TO MEETING OR EXCEEDING THE DESIGN STANDARDS.
18. ALL ITEMS, CONSTRUCTION FINISHES, EQUIPMENT, ETC. INDICATED TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE WITH THE EXCEPTIONS BELOW:
A. ITEMS TO BE RETURNED TO OWNER
B. ITEMS THAT ARE NOTED TO BE REMOVED BY OWNER
19. EXCEPT AS NOTED ON PLANS AND/OR DETAILS NEW CONSTRUCTION ADDED TO EXIST. SHALL MATCH EXIST. IN FORM, TEXTURE, MATERIALS AND OTHER RESPECTS.
20. THE BUILDING INSPECTOR SHALL BE NOTIFIED PRIOR TO ANY COMMENCEMENT OF CONSTRUCTION, AS MAY BE REQUIRED BY LOCAL GOVERNING AGENCY.
21. CONTRACTOR AND OWNER ARE TO VERIFY ALL NOTES, DIMENSIONS, DRAWINGS, SPECIFICATIONS, ETC. PRIOR TO THE START OF CONSTRUCTION.
22. THE CONTRACTOR SHALL BE REQUIRED TO PAY FOR ALL NECESSARY PERMITS AND/OR FEES WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. CONTRACTOR SHALL OBTAIN PERMIT AND MAKE FINAL PAYMENT FOR SAID DOCUMENT.
23. CONTRACTOR SHALL PROVIDE LIST OF SUBCONTRACTORS USED ON THE PROJECT AND SIGN RELEASES FOR EACH SHOWING THAT EACH HAS BEEN PAID IN FULL.
24. ALL REQUIRED PERMITS MUST BE OBTAINED AND KEPT ON THE CONSTRUCTION SITE WITH THE AGENCY APPROVED PLANS, LOCATED PER CITY OR LOCAL GOVERNING AGENCY. ALL APPROVED PLANS, PERMITS, INSPECTION CARDS TO BE RETURNED TO DAILY UPON COMPLETION AND FINAL INSPECTION.
25. ARCHITECT WILL REVIEW SHOP DRAWINGS AND SAMPLES FOR CONFORMANCE WITH DESIGN CONCEPT OF THE PROJECT. ARCHITECT'S REVIEW OF A SEPARATE ITEM SHALL NOT IMPLICATE REVIEW OF AN ASSEMBLY IN WHICH THE ITEM FUNCTIONS.
26. FIRE EXTINGUISHER REQUIREMENTS SHALL BE VERIFIED WITH THE LOCAL FIRE MARSHALL.
27. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REMEDY ANY FAULTY, HAZARDOUS OR DEFECTIVE MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE (1) YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE PROJECT UNDER THIS CONTRACT, UNLESS OTHERWISE WRITTEN IN THE CONTRACT BETWEEN DAILY AND CONTRACTOR.
28. CONTRACTOR SHALL COMPLY WITH ALL LOCAL CODE REGULATIONS AND STATE DEPARTMENT OF INDUSTRIAL REGULATIONS, DIVISION OF INDUSTRIAL SAFETY (O.S.H.A.) REQUIREMENTS.
29. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR THE SAFETY OF THE OWNER'S EMPLOYEES AND WORKMEN AND ALL OTHERS AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT.

verizonwireless

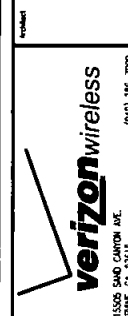
POINT LOMA

1055 CATALINA BOULEVARD SAN DIEGO, CALIFORNIA

SHEET INDEX

TITLE SHEET
T-1 GENERAL NOTES, SHEET INDEX, VICINITY MAP
PROJECT PARTICIPANTS, PROJECT DATA
ARCHITECTURAL
A-1 SITE PLAN, ELEVATIONS

DATE	APPROVED	DATE
REV	BY	DATE
REV	BY	DATE
REV	BY	DATE
REV	BY	DATE
REV	BY	DATE
REV	BY	DATE



POINT LOMA
1055 CATALINA BLVD SAN DIEGO, CA
TITLE SHEET, PROJECT NOTES, VICINITY MAP
ANTENNA MODIFICATION

REVISED	DATE	BY	DATE
REVISED	DATE	BY	DATE
REVISED	DATE	BY	DATE
REVISED	DATE	BY	DATE
REVISED	DATE	BY	DATE
REVISED	DATE	BY	DATE
REVISED	DATE	BY	DATE

T-1

PROJECT DESIGN PARTICIPANTS

ARCHITECTURAL:
DAILY INTERNATIONAL
8 CORPORATE PARK SUITE 250
RYNNE, CA 92106
FRED M. FLOQUERA
(949) 955-1055

LEGAL DESCRIPTION

THAT PORTION OF PUEBLO LOT 190 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, WHICH LIES WESTERLY OF THE WESTERLY LINE OF CANYON STREET, (30.00 FEET WIDE), AND DESCRIBED IN ORDINANCE DEED TO THE CITY OF SAN DIEGO, RECORDED APRIL 24, 1937 IN BOOK 636, PAGE 170 OF OFFICIAL RECORDS.

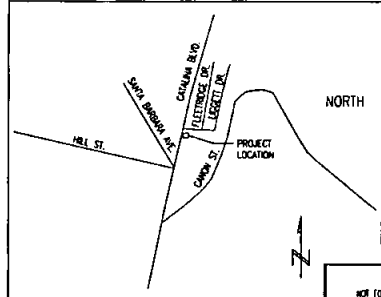
ABBREVIATIONS

A/C	AIR CONDITIONING	EQ.	EQUAL	O.C.	ON CENTER
A.C.	ASPHALT CONCRETE	EQIP.	EQUIPMENT	O.D.	OUTSIDE DIAMETER
ALUM.	ALUMINUM	EXIST.	EXISTING	OPNG.	OPENING
ARCH.	ARCHITECT	EXT.	EXTERIOR	PLAS.	PLASTER
AT	AT	EPS	EXTERIOR INSUL.	PLBG.	PLUMBING
BD.	BOARD	ATON	A TON SYSTEM	PLYM.	PLYWOOD
BDT.	BOTTOM	FTM.	FOUNDATION	P	PROPERTY LINE
BLDG.	BUILDING	F.S.	FACE OF STUD	RM	ROOM
C.	CENTER LINE	FIN.	FINISH	SEC.	SECTION
C.C.	CEDING	GAL.	GALLON	SH.	SHEET
CONC.	CONCRETE	GALV.	GALVANIZED	SH.	SHALLAR
CONT.	CONTINUE(OUTS)	GA.	GALVE	STL.	STEEL
DA.	DIAMETER	GYP.BD	GYPSON BOARD	STRCT.	STRUCTURAL
DAM./	DAMETER	HI.	HEIGHT	SUSP.	SUSPENDED
DN.	DIMENSION	H.W.	HOLLOW METAL	TYP.	TYPICAL
DN.	DOWN	HORIZ.	HORIZONTAL	U.O.N.	UNLESS OTHERWISE
DWG.	DRAWING	JT.	JOINT	NOTED	NOTED
D.F.	DRAWING FOUNTAIN	MECH.	MECHANICAL	VERT.	VERTICAL
EX	EXISTING	WV.	WATER	VCT	VINYL COMPOSITION
EX.	EACH	WV	WATER	TILE	TILE
ELEC.	ELECTRICAL	WV	WATER	W/	WITH
EL.	ELEVATION	N.E.C.	NOT IN CONTRACT	WO.	WOOD
ELEV.	ELEVATION	N.T.S.	NOT TO SCALE		
ENT.	ENTRANCE	NO./I	NUMBER		

PROJECT DESCRIPTION

THE ADDITION OF (2) SECTORS OF (4) ANTENNAS EACH TO THE EXISTING TOWER OF EXISTING TELECOMMUNICATIONS FACILITY.

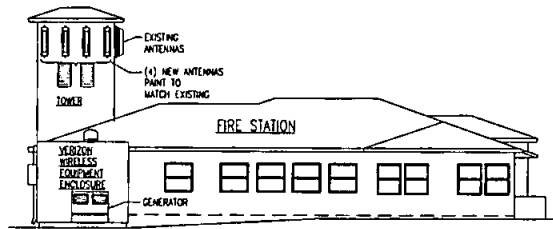
VICINITY MAP



PROJECT DATA

APPLICANT: VERIZON WIRELESS c/o DAILY INTERNATIONAL 8 CORPORATE PARK SUITE 250 RYNNE, CA 92106 CONTACT: FRED FLOQUERA A & E CONTACT: CHUCK SALMONS ZONING & SITE DEVELOPMENT (949) 955-1055 (949) 955-1057 FAX	MUNICIPALITY: JURISDICTION: CITY OF SAN DIEGO CODES: CBC 2001 EDITION CMC 2001 EDITION CPC 2001 EDITION NEC 1999 EDITION CONSTRUCTION TYPE: N-2 OCCUPANCY: B-2 CURRENT ZONING: SF-R-1-5000 WITH 1-0-2 O'LAY 531-110-10 APN: PROJECT ADDRESS: CITY OF SAN DIEGO REAL ESTATE ASSETS DEPT. CMC CENTER PLAZA MS 51-A 1200 THIRD AVE. SUITE 1700 SAN DIEGO, CA 92101 CONTACT: CHARMAINE GELIS (619) 236-0568
--	---

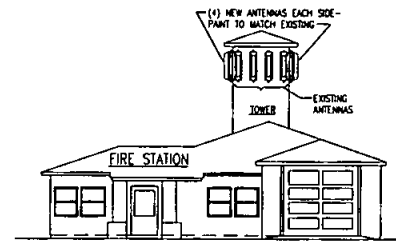
PROPRIETARY INFORMATION
NOT FOR USE OR DISCLOSURE OUTSIDE VERIZON WIRELESS EXCEPT UNDER WRITTEN AGREEMENT



NORTH ELEVATION

SCALE: 1/8"=1'-0"

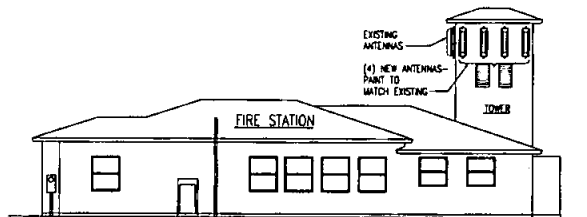
7



WEST ELEVATION

SCALE: 1/8"=1'-0"

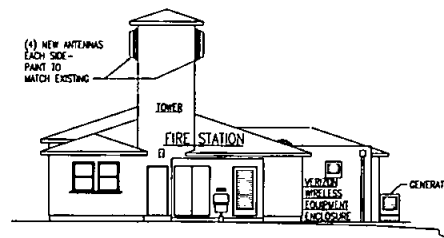
3



SOUTH ELEVATION

SCALE: 1/8"=1'-0"

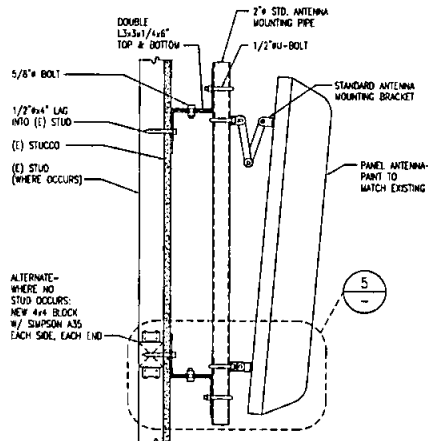
6



EAST ELEVATION

SCALE: 1/8"=1'-0"

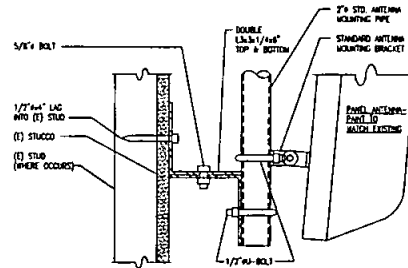
2



ANTENNA MOUNT DETAIL

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

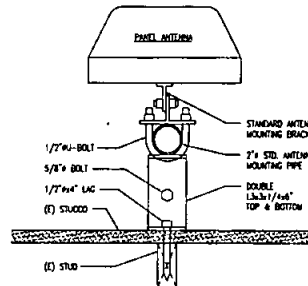
8



ANTENNA MOUNT DETAIL

SCALE: 3"=1'-0"

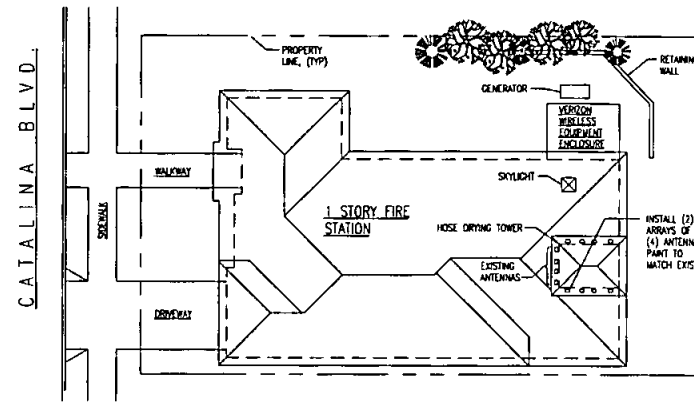
5



ANTENNA MOUNT PLAN

SCALE: 3"=1'-0"

4



SITE/ ROOF PLAN

SCALE: 1"=10'-0"

1

PROPRIETARY INFORMATION
NOT FOR USE OR DISCLOSURE OUTSIDE VERIZON WIRELESS EXCEPT UNDER WRITTEN AGREEMENT

DATE	APPROVED	DATE

DAILY
INTERNATIONAL
A COMPANY OF
15505 SMO CANTON AVE.
DANFORTH, ONT. L3R 9V9
(905) 884-1100

verizon wireless
15505 SMO CANTON AVE.
DANFORTH, ONT. L3R 9V9
(905) 298-7000

POINT LOMA
15505 SMO CANTON AVE. DANFORTH, ONT. L3R 9V9
SITE PLAN & ELEVATIONS
ANTENNA MODIFICATION

DATE	APPROVED	DATE

A-1

AIRTOUCH Cellular

Point Loma Communication Site

Point Loma Fire Station No. 22
1055 Catalina Boulevard, San Diego, CA

TELECOM
PROJECT

COPY

PROJECT SUMMARY

Applicant: AirTouch Cellular

Property Owner: City of San Diego MS-51A
Real Estate Assets Dept.
1200-3rd Ave. #1700
San Diego, CA 92101

Contact: Jim Lovewell (619) 236-6792

Agent: JM Consulting Group, Inc.
1430 Vantage Court #102
Vista, CA 92083

Contact: Bernard Chase (760) 597-3214

Exhibit "A"

Approved 4/19/2000
(date)

Permit No. 99-0960-10

RECEIVED

MAR 30 2000

LDR/TELECOM

REPLACEMENT

PROJECT DESCRIPTION

Increase in number of panel antennas from four to twenty at existing wireless communications facility.
Location on existing tower building. Four existing antennas located on west face with one to be added.
Five antennas each to be placed on north, east, and south faces. New antennas to be identical to existing antennas.

ASSESSOR PARCEL NUMBER: 531-110-10

ZONING: RS-1-7, Coastal & I-O-Z Overlays

LEGAL DESCRIPTION

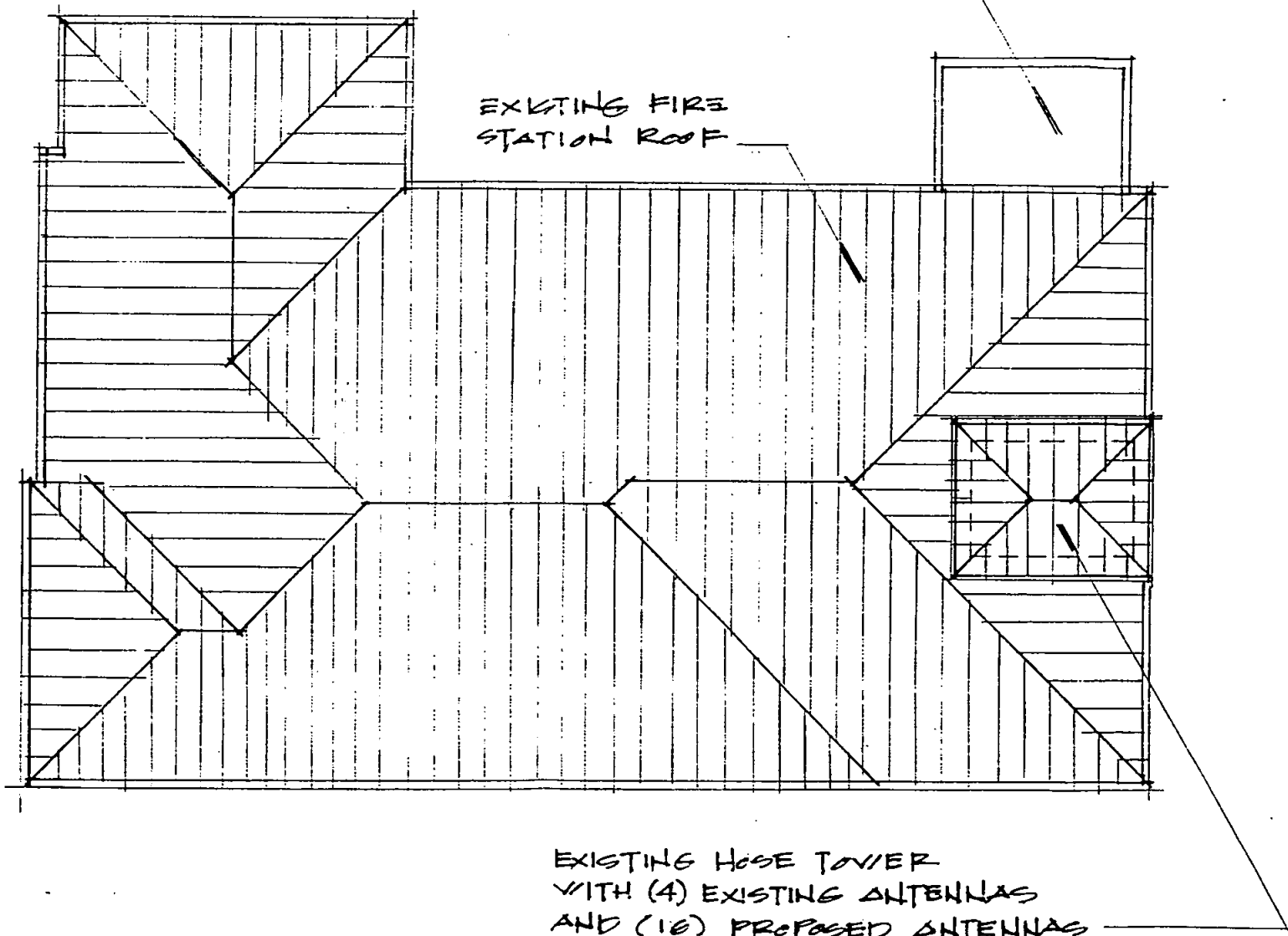
Portion of Pueblo Lot 190, Portion of the NW 1/4

PLOT PLAN CONTENTS

- 1 - Title Sheet
- 2 - Roof Plan
- 3 - North and South Elevations
- 4 - East and West Elevations
- 5 - Antenna Detail

ATHLETICS

ROOF PLAN



AIRTOUCH[®]
Cellular
P.O. BOX 19707
IRVINE, CA 92713-9707
(949) 222-7000

10/25/1999

POINT LOMA FIRE STATION

Conclusion

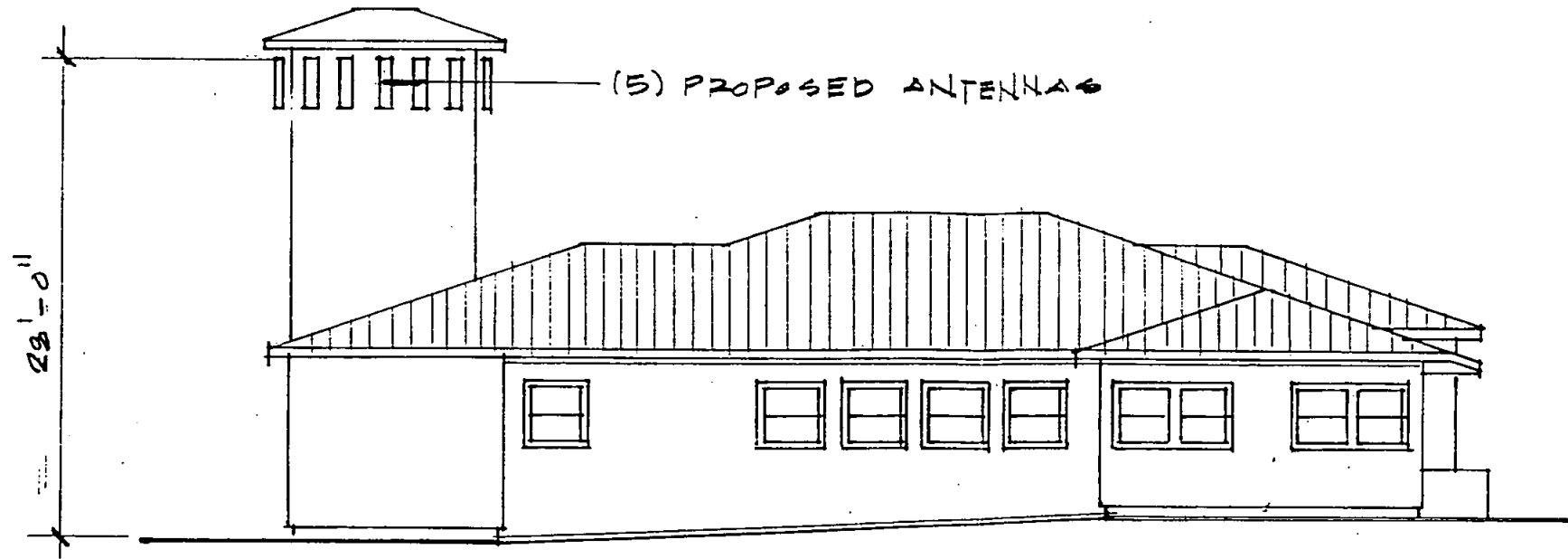
DA

DI DONATO ASSOCIATES
653 STATE STREET • SAN DIEGO, CA 92101
619.235.9015 • FAX 619.235.9146
ddon@sdnet.com

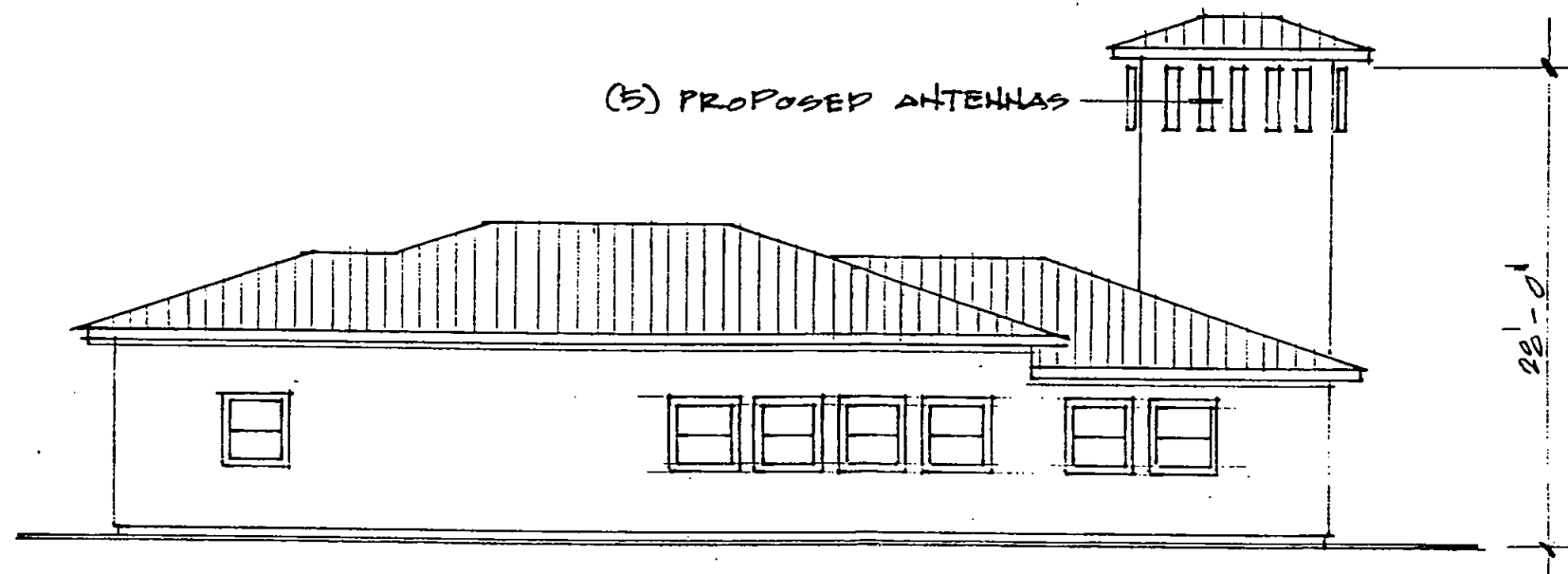
DIAMETER ACCOUNTS

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

INTERNAL REVIEW		DATE
DEPT.	APPROVED	
ASST		
RE		
RT		
INT		
EE		
OPS		
CY		



NORTH ELEVATION



SOUTH ELEVATION

INTERNAL REVIEW		DATE
DEPT.	APPROVED	
ASST.		
PL		
INT		
EE		
OPS		
CL		

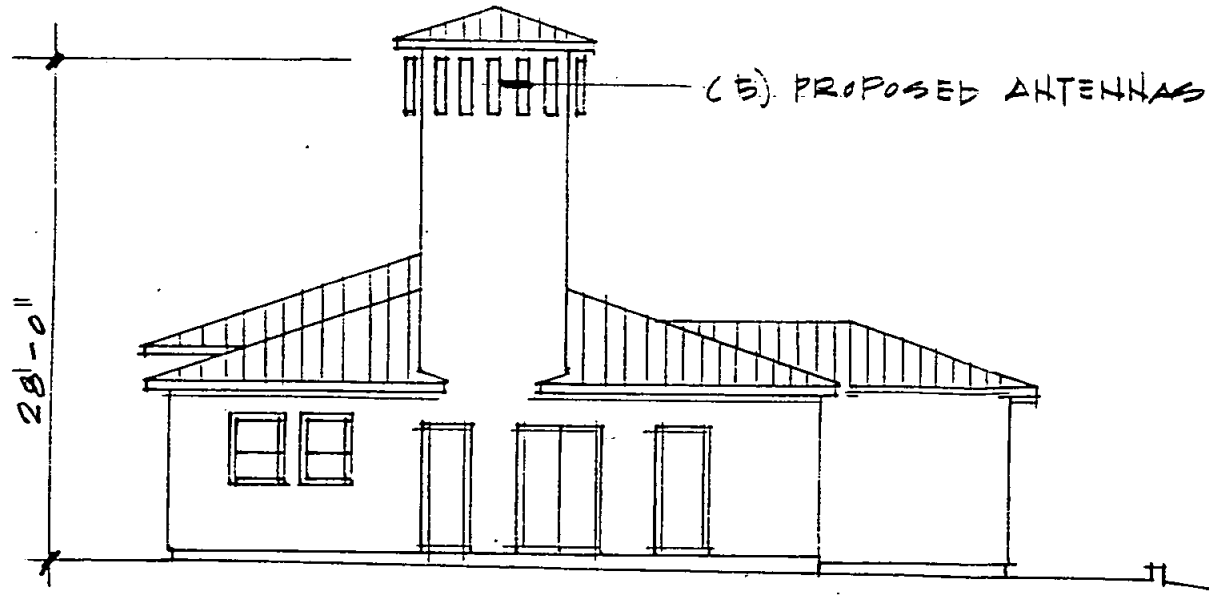


ARCHITECT
DA
 DI DONATO ASSOCIATES
 653 STATE STREET - SAN DIEGO, CA 92101
 619 235 9015 - FAX 619 235 8116
 donatoassociates.com

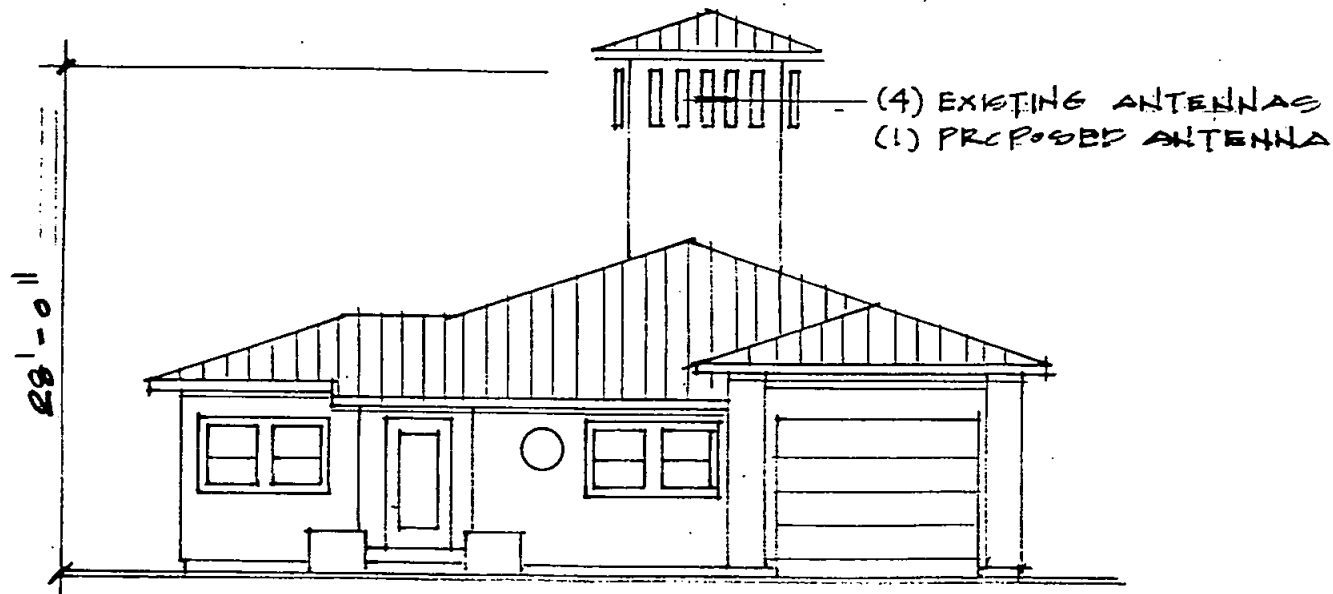
POINT LOMA
 FIRE STATION

10/25/1999





EAST ELEVATION



WEST ELEVATION

DATE	REVIEW	DATE
	APPROVED	
	DEPT.	
	INT.	
	EE	
	OPS	
	CT	

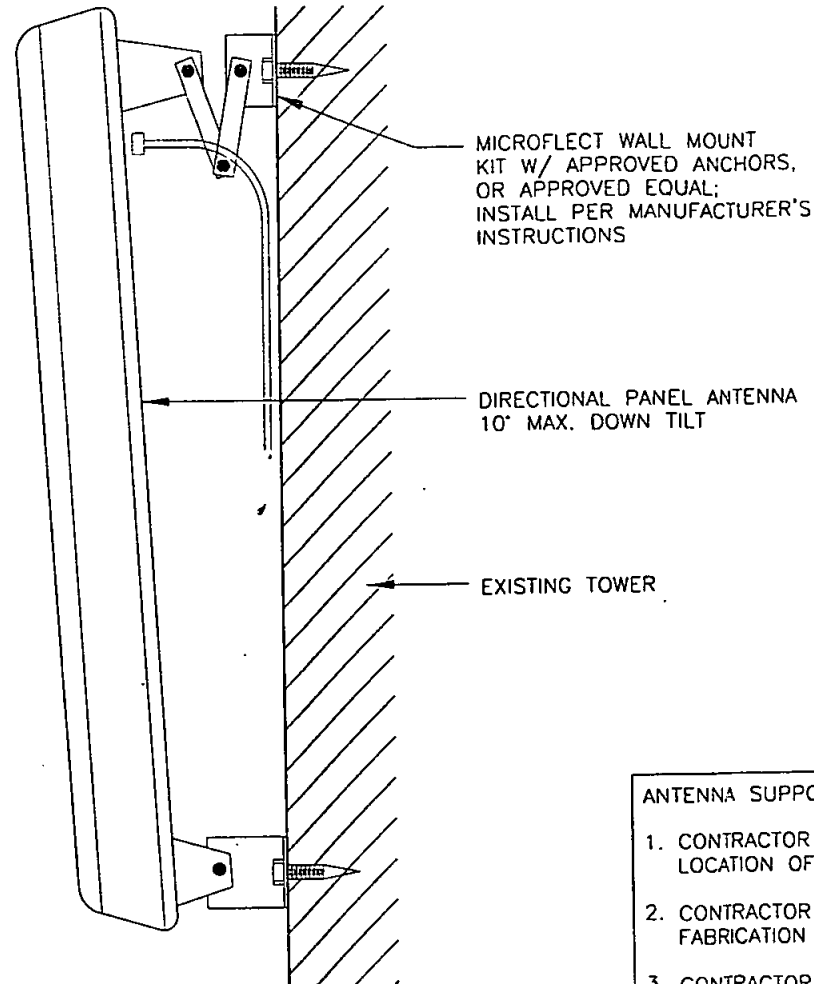


ARCHITECT
DA
 DI DONATO ASSOCIATES
 653 LAKE STREET • SAN DIEGO, CA 92101
 619 235 9015 • FAX 619 235 9148
 donatodad.com

POINT LOMA
 FIRE STATION

10/25/1999





ANTENNA SUPPORT NOTES:

1. CONTRACTOR TO VERIFY CLEARANCE AND CONDITIONS OF EXISTING ROOFING AT LOCATION OF WORK AND REVIEW DETAILS FOR ANY REQUIRED ADJUSTMENTS
2. CONTRACTOR TO PROVIDE COMPLETE SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION
3. CONTRACTOR TO NOTIFY PROJECT MANAGER OF ANY DISCREPANCIES WITH THE PROPOSED LAYOUT PRIOR TO PROCEEDING
4. ALL PIPES, BRACKETS, AND MISC. HARDWARE TO BE GALVANIZED UNLESS OTHERWISE NOTED

TYP. ANTENNA MOUNT DETAIL

INTERNAL REVIEW	DATE						
	DEPT.	DATE	APPROVED	DATE	APPROVED	DATE	APPROVED
	AME						
	RE						
	RF						
	INT						
	TE						
	OPS						
	CF						

ENGINEER/CONSULTANT

 JTM
 Consulting Group, Inc.
 11111 E. 15th Avenue, Suite 100
 Denver, CO 80231

ARCHITECT

 DI DONATO ASSOCIATES
 653 STATE STREET - SAN DIEGO, CA 92101
 619 235 8015 - FAX 619 235 9118
 606-606-9000.com

POINT LOMA
 FIRE STATION

03/27/00


AIRTOUCH
 Cellular
 P.O. BOX 19707
 IRVINE, CA 92713-9707
 (949) 222-7000

REA -
Mumert
51A

(O-96-30)

ORDINANCE NUMBER O- 18219 (NEW SERIES)

ADOPTED ON OCT 02 1995

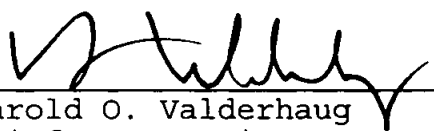
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A 5-YEAR LEASE AGREEMENT, WITH THREE 5-YEAR OPTIONS, WITH AIRTOUCH CELLULAR FOR APPROXIMATELY 150 SQUARE FEET OF SPACE AT CATALINA FIRE STATION

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 5-year lease agreement (with three 5-year options), with AIRTOUCH CELLULAR, for the use of approximately 150 square feet of space at Catalina Fire Station to house communication equipment, at an initial rent of \$6,000 per year for the first five years, to be paid in capital equipment for use by the Fire Department, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. 00-18219.

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
08/01/95
Or.Dept:REA
Job:221919
O-96-30

Passed and adopted by the Council of The City of San Diego on
October 2, 1995 by the following vote:

YEAS: Mathis, Harvey, Kehoe, Stevens, Warden, Stallings, McCarty, Vargas.

NAYS: None.

NOT PRESENT: Mayor Golding.

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: Esther Woronicz, Deputy

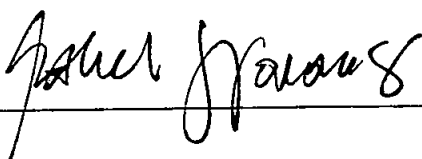
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-18219 (New Series) of The City of San Diego, California.

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
September 11, 1995 and on October 2, 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: , Deputy