

1.6. **“PERMITTEE’S Operations”** – PERMITTEE’S development, occupancy, use, maintenance, and/or restoration of the Permit Area.

2. RIGHT TO ENTER.

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

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

3. USE OF PERMIT AREA.

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

3.1. Time of Use. PERMITTEE may install the Temporary Communications Facility within the Permit Area twenty-four (24) hours a day, seven (7) days a week.

3.2. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY’S opinion, creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in the surrounding area.

4. TERM.

The Term of this Permit (“Term”) shall be six (6) months, commencing on the Effective Date.

5. PERMIT PROCESSING FEE.

Upon execution of this Permit by PERMITTEE, PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee in the amount of Seven Hundred Twenty Seven Dollars (\$727). PERMITTEE shall deliver this fee to the Real Estate Assets Department (together with this Permit) located at the Civic Center Plaza Building, 1200 Third Avenue, Suite 1700, San Diego, CA 92101. The payment should be made payable to the City Treasurer.

6. RENT.

PERMITTEE shall pay to CITY rent in the amount of Three Thousand Five hundred Dollars (\$3,500) per month.

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

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

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

7. INSURANCE.

- 7.1 PERMITTEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE'S liabilities under this Permit, including without limitation PERMITTEE'S indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. PERMITTEE'S maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY'S Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, including death, and property damage with limits of at least Five Million Dollars (\$5,000,000) per occurrence and general aggregate of Five Million Dollars (\$5,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.
- (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing

coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit.

- (c) Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE'S employees who are subject to this Permit, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.

7.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by PERMITTEE or on PERMITTEE'S behalf; (b) PERMITTEE'S products; (c) PERMITTEE'S work, including without limitation PERMITTEE'S completed operations performed by PERMITTEE or on PERMITTEE'S behalf; or (d) the Permit Area.

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

7.1.3 Severability of Interest. Each policy shall provide that PERMITTEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by

admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.

- 7.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE shall provide CITY with a letter ("Verification Letter") confirming that PERMITTEE'S parent company has a net worth of at least \$100,000,000, which Verification Letter shall be provided to CITY within thirty (30) days after this Permit is fully executed.
- 7.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately obtain replacement insurance as soon as possible.
- 7.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use.
- 7.1.8 Accident Reports. PERMITTEE shall immediately, or as soon as practicable and not more than 48 hours after PERMITTEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

8. PERMITTEE'S RISK.

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

9. ACCEPTANCE OF PERMIT AREA.

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

10. IMPROVEMENTS AND ALTERATIONS.

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

City may, at its sole discretion, require PERMITTEE to install screening in the perimeter fence area securing the Permit Area. The fencing location and screening material must be approved by the Training Facility Manager in advance of installation. Additionally, any and all wires and/or cables must be installed above ground level.

11. COMPLIANCE WITH LAWS AND POLICIES.

11.1. General. PERMITTEE shall, at its sole cost and expense, comply with the requirements of all rules, regulations, ordinances, laws, and directives of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S Operations.

11.2. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

12. TELECOMMUNICATIONS PROVISIONS.

12.1. Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Temporary Communications Facility within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47

and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Temporary Communications Facility, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. PERMITTEE shall report to CITY any areas discovered by PERMITTEE to exceed such federally mandated limits. If radiation levels are found to exceed such levels, PERMITTEE shall not, in any way, hold the CITY responsible for radiation levels generated by the CITY's own facilities. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA.

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

13. WASTE, DAMAGE, OR DESTRUCTION.

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

14. HAZARDOUS SUBSTANCES.

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

- 14.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 14.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 14.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's

satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

- 14.4 Removal. If PERMITTEE or PERMITTEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE's agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 14.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 14.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.
- 14.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The

environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved. and PERMITTEE shall pay all costs and expenses therefore.

15. SIGNS.

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

15.1. Company Logos. PERMITTEE shall not display any company logo or advertising of any kind on the Temporary Communications Facility.

16. MAINTENANCE OF THE PERMIT AREA.

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

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

17. REPAIR.

PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused by PERMITTEE or by PERMITTEE's work on the Permit Area, including items or property that CITY staff has

determined to be damaged. PERMITTEE shall comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

18. ENTRY AND INSPECTION.

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

19. UTILITIES.

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

20. TAXES.

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

21. SUPERIOR INTERESTS.

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

22. ENCUMBRANCES.

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

California Civil Code or other applicable sections thereof.

23. ASSIGNMENT AND SUBLICENSE.

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

24. INDEMNIFICATION.

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

25. OTHER GOVERNMENTAL ACTIONS.

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

26. CITY'S RESERVATION OF RIGHTS.

- 26.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water within the Permit Area.
- 26.2. Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Permit Area for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 26.3. Entry. CITY may enter the Permit Area to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with PERMITTEE's use of the Permit Area.

27. REVOCATION AND TERMINATION.

- 27.1. Revocation or Termination by CITY. This Permit may be revoked or terminated at any time, at will, by CITY, in CITY's sole discretion. Upon CITY's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this Permit.
- 27.2. Revocation or Termination by PERMITTEE. This Permit may be revoked or terminated at any time by PERMITTEE. Upon PERMITTEE's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. Revocation or termination of this Permit by PERMITTEE shall not release PERMITTEE from any obligation or liability incurred/accrued, excepting monthly rent payments for time periods after which PERMITTEE has removed itself from, and restored, the Permit Area.
- 27.3. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
- 27.4. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may, at any and all times, require the cure of the default.

28. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

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

28.2. Late Removal. PERMITTEE shall pay rent to CITY, calculated on a per diem basis, at a rate three (3) times the rental rate in effect immediately prior to the expiration or earlier termination of this Permit for any period of time needed to remove any improvements or personal property from the Permit Area, whether by CITY or PERMITTEE, after the expiration or earlier termination of this Permit.

29. NOTICES.

Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to

PERMITTEE at PERMITTEE'S Address for Notices, and to CITY as follows:

If to PERMITTEE:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

If to CITY:

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

30. MISCELLANEOUS PROVISIONS.

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

- 30.2. Entire Understanding. This Permit constitutes the entire understanding between the Parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's Operations.
- 30.3. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
- 30.4. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
- 30.5. CITY'S Consent or Approval. Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the San Diego City Mayor, or his designee, unless otherwise expressly provided, without need for further resolution by the City Council. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
- 30.6. Permit Modifications. Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.
- 30.7. Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier termination of this Permit shall survive such expiration or termination.
- 30.8. Legal Proceedings. If, as a result of an action brought by or against PERMITTEE in connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.
- 30.9. Number and Gender. In this Permit, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 30.10. Authority to Execute and Deliver Permit. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such

entity is qualified to do business in the State of California.

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

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

Date: 11/12/14

THE CITY OF SAN DIEGO, a California
municipal corporation

By: [Signature]
(Print Name) CYBELL MONTSON
(Title) Director, Real Estate Assets

Date: _____

PERMITTEE: VERIZON WIRELESS (VAW)
LLC, a Delaware limited liability company doing
business as Verizon Wireless

By: [Signature] 11/6/14
(Print Name) Brian Mecum
(Title) Area Vice President Network

ENVIRONMENTAL ANALYSIS SECTION:

This activity is not a project as defined in CEQA guidelines Section 15378 (b) (5). Based on the definition the activity does not meet the definition of a project and would therefore not be subject to CEQA pursuant to Section 15060 (c) (3) of the state guidelines.

Date: 12/18/14

By: [Signature]
(Print Name) Martha Blake
(Title) Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 12/23/14

JAN I. GOLDSMITH, City Attorney
By: [Signature]
Alexis Jodlowski, Deputy City Attorney

Exhibit A:

Description of Permit Area and Training Facility

PERMITTEE Site Number:

Location: 2556 McCain Road, San Diego, CA 92101

Assessor's Parcel Number: 450-790-29-00

Legal Description:

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

Parcel 10 as depicted on Record of Survey No. 16556, in the City of San Diego, County of San Diego, State of California, filed on April 25, 2000 in the Book of Record of Survey Maps, in the Office of the County Recorder of San Diego.

Excepting therefrom that portion conveyed to the State of California, acting by and through the State Lands Commission, by Grant Deed recorded February 28, 2002 as Instrument No. 2002-0170370 of Official Records.

Assessor's Parcel Number: **450-790-29**

Description of Premises: Verizon Wireless (VZW) will install a new thirty foot (30') temporary pole with associated antennas and equipment with pour in place concrete ballast base with the dimensions of (8'w x 8'L x 5'h) with three equipment cabinets mounted on grade. VZW will also install a temporary DC generator to serve as a backup utility solution. VZW's permit area shall be 29' L x 11' W and shall include a chain link fence around the Permit Area.

Exhibit B:
Site Plans and Equipment

CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTRANCE TO WIRELESS COMMUNICATION FACILITIES

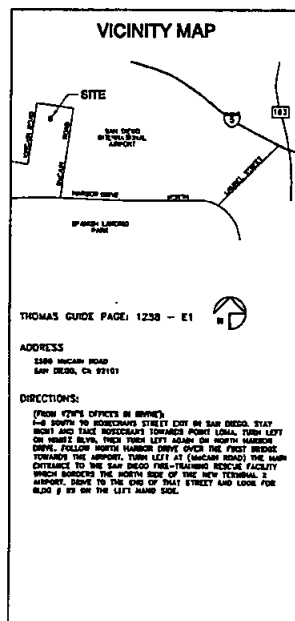
APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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

Project Number: 391446
Approval Date: 10-24-14
Signed (1st Sheet): Attempton

verizonwireless

SAN TERMINAL 2 NORTH
(TEMP SITE 2014)
2556 McCAIN ROAD
SAN DIEGO, CA 92101



SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE
CORRECT SCALE ONLY. WHEN THESE DRAWINGS ARE PRINTED IN A
24" x 36" FORMAT, IF THIS DRAWING SET IS NOT 24" x 36", THE
SET IS NOT TO SCALE. DRAWINGS ARE SCHEMATIC, DO NOT
SCALE DRAWINGS TO DETERMINE OR VERIFY ANY DIMENSIONS.
DRAWINGS OF ANY SIZE SHALL NEVER BE SCALED FOR ANYTHING
OTHER THAN GENERAL REFERENCE.

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE INC.
325 CARLSBAD VILLAGE DRIVE, SUITE 302
CARLSBAD, CA 92008
(760) 434-9474
(760) 434-9474 (FAX)

SURVEYOR:
JEN CIVIL ENGINEERS
230 AVENUE FABRICANTE, SUITE 107
SAN DIEGO, CA 92101
(619) 248-8855

LEASING/PLANNING:
PLANNING INC.
4001 BENTLEY
302 STATE PLACE
CHICAGO, IL 60601

LEGAL DESCRIPTION

PARCELS 10 AS DEPICTED ON RECORD OF SURVEY NO. 1888A, IN
THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA, FILED ON APRIL 25, 2008 IN THE BOOK OF RECORD
OF SURVEY MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAN DIEGO.

EXCEPTING THEREAFTER THAT PORTION CONVEYED TO THE STATE OF
CALIFORNIA, ACTING BY AND THROUGH THE STATE LAND
COMMISSION, BY GRANT DEED RECORDED FEBRUARY 19, 2002 AS
INSTRUMENT NO. 2002-017670 OF OFFICIAL RECORDS.

PERMITS REQUIRED

PROJECT SUMMARY

APPLICANT: VERIZON WIRELESS (NAD) LLC
18000 SAND CANYON AVENUE
IRVINE, CA 92618
CONTACT: JODY BETERLIN
PLANNING INC.
PHONE: (714) 536-0054

OWNER: CITY OF SAN DIEGO
1200 THIRD AVE, SUITE 1700
SAN DIEGO, CA 92101
CONTACT: EDELA MORENO (CITY OF SAN DIEGO)
REAL ESTATE SERVICES DEPT.)
PHONE: (619) 536-0054

PROJECT DESCRIPTION:
INSTALL TEMPORARY VERIZON WIRELESS TELECOMMUNICATIONS
TEMPORARY MONOPOLE IN A CHAIN LINK ENCLOSURE LOCATED IN
EXISTING LANDSCAPE AREA WHICH INCLUDES THE FOLLOWING:

- INSTALL VERIZON WIRELESS TEMPORARY 37'-0" HIGH
MONOPOLE WITH FOUR IN PLACE CONCRETE BALLAST BASE
IN LANDSCAPE AREA
- INSTALL FOUR (4) VERIZON WIRELESS TEMPORARY PANEL
ANTENNAS & ONE (1) FLAT PANEL MONOPOLAR DIRECTIONAL
TO TEMPORARY MONOPOLE IN LANDSCAPE AREA
- INSTALL ONE (1) VERIZON WIRELESS TEMPORARY EQUIPMENT
CABINET & ONE (1) TEMPORARY POWER/BATTERY CABINET ON
TEMPORARY CONCRETE PAD IN LANDSCAPE AREA
- INSTALL ONE (1) VERIZON WIRELESS TEMPORARY DC REGULATOR
WITH 65 GALLON FUEL TANK ON TEMPORARY CONCRETE PAD IN
LANDSCAPE AREA
- INSTALL FOUR (4) 800W BIAS PER SECTOR (TOTAL OF 32)
- INSTALL TEMPORARY ONE (1) ELECTRICAL PANEL ONE (1) ATT.
SPLITTER ONE (1) MICROPAVE CABINET MOUNTED ON TEMPORARY
B-BRACE

PROJECT ADDRESS: 2556 McCAIN ROAD
SAN DIEGO, CA 92101

ASSESSORS' PARCEL NUMBER: 430-790-29-00

EXISTING ZONING: CC-3-B

TOTAL SITE AREA: 1.04384133 AC.
= (13.99 ACRES)

**PROPOSED OUTDOOR
EQUIPMENT AREA:** 515 SF

PROPOSED OCCUPANCY: NONE
(OUTDOOR EQUIPMENT ONLY)

NOTE: NO EXISTING WIRELESS FACILITIES

SHEET SCHEDULE

NO.	DESCRIPTION
1-1	TITLE SHEET AND PROJECT DATA
A-0	SITE PLAN
A-1	DETAILED AREA PLAN
A-2	EQUIPMENT PLAN
A-3	OUTDOOR ELEVATIONS

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS ACT
TELECOMMUNICATIONS FACILITY AREA. ACCORDING TO WRITTEN
INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE
ARCHITECT, IT IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA STATE BUILDING CODE, TITLE 24, 2013 EDITION
CALIFORNIA PLUMBING CODE, 2013 EDITION
CALIFORNIA MECHANICAL CODE, 2013 EDITION
CALIFORNIA ELECTRICAL CODE, 2013 EDITION
CALIFORNIA FIRE CODE, 2013 EDITION
CALIFORNIA ENERGY CODE, 2013 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE
SHALL PREVAIL.

Booth & Suarez
ARCHITECTS & ENGINEERS
301 CARLSBAD VILLAGE DRIVE, SUITE 302
CARLSBAD, CA 92008 (760) 434-9474



PREPARED FOR

verizonwireless

P.O. BOX 18707
IRVINE, CA 92623-8707
(949) 256-7000

APPROVALS

DATE	DATE
ABC	DATE
DE	DATE
FW	DATE
MT	DATE
EL/WM	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NAME
**SAN TERMINAL 2
NORTH**
(TEMP SITE 2014)
2556 McCAIN ROAD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

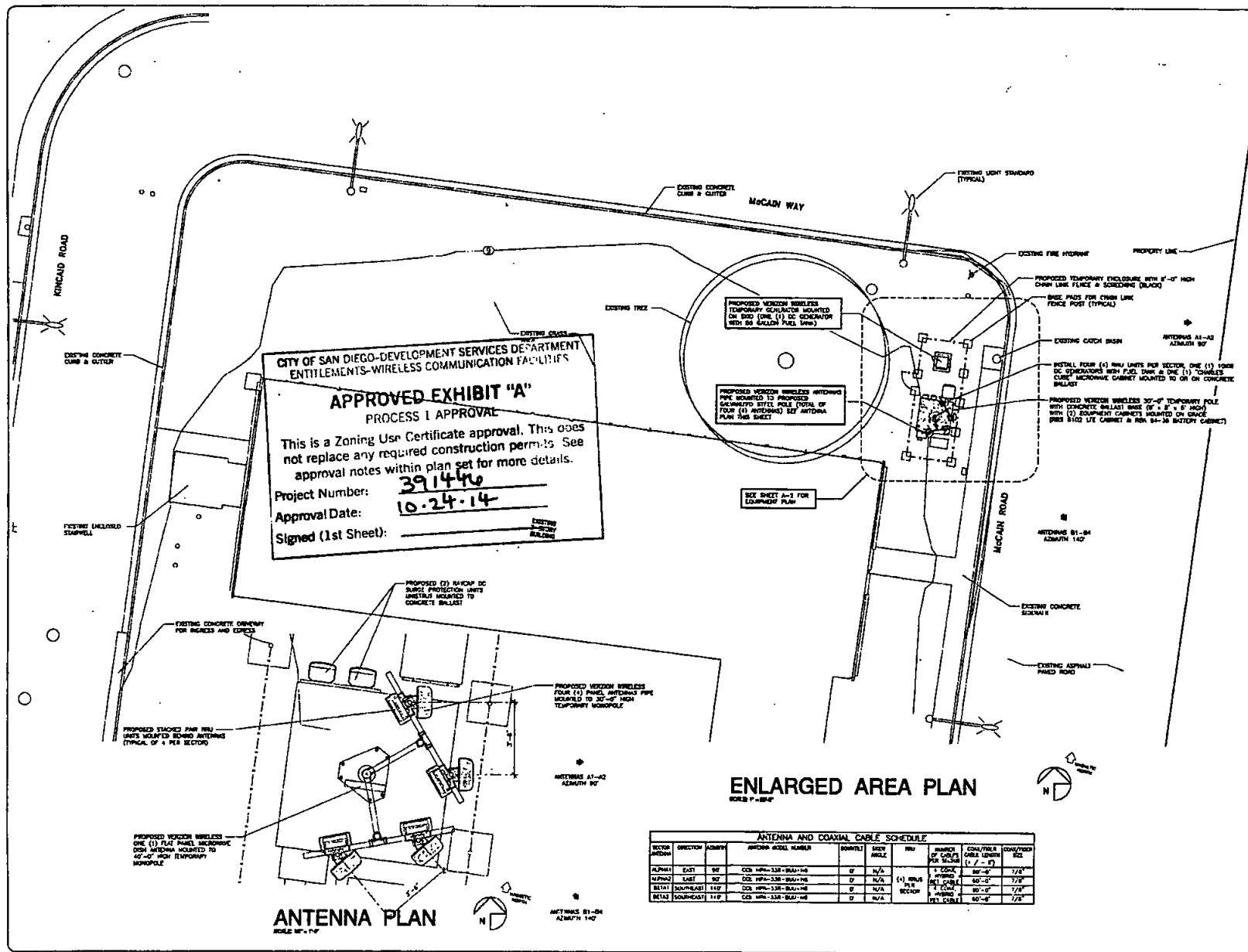
DATE	REVISION
08/25/14	TEMP REVIEW (4)
08/25/14	REVISED 2014 (4)
08/14/14	REVISED 2014 (4)

SHEET TITLE

**TITLE SHEET
&
PROJECT DATA**

PROJECT/VERSION/1337

T-1



BOOTH & SUAREZ
ARCHITECTS INC. INCORPORATED
201 CANADIAN PRINCE DRIVE, SUITE 20
CULVER, CA 94003 (708) 410-0070

PREPARED FOR
verizon wireless
P.O. BOX 19707
IRVINE, CA 92619-9707
(949) 296-7000

APPROVALS

NAME	DATE
ABC	
DEF	
GHI	
JKL	
MNO	
PQR	
STU	
VWX	

PROJECT NAME
**SAN TERMINAL 2
NORTH
(TEMP SITE 2014)**
2355 MCCAIN ROAD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

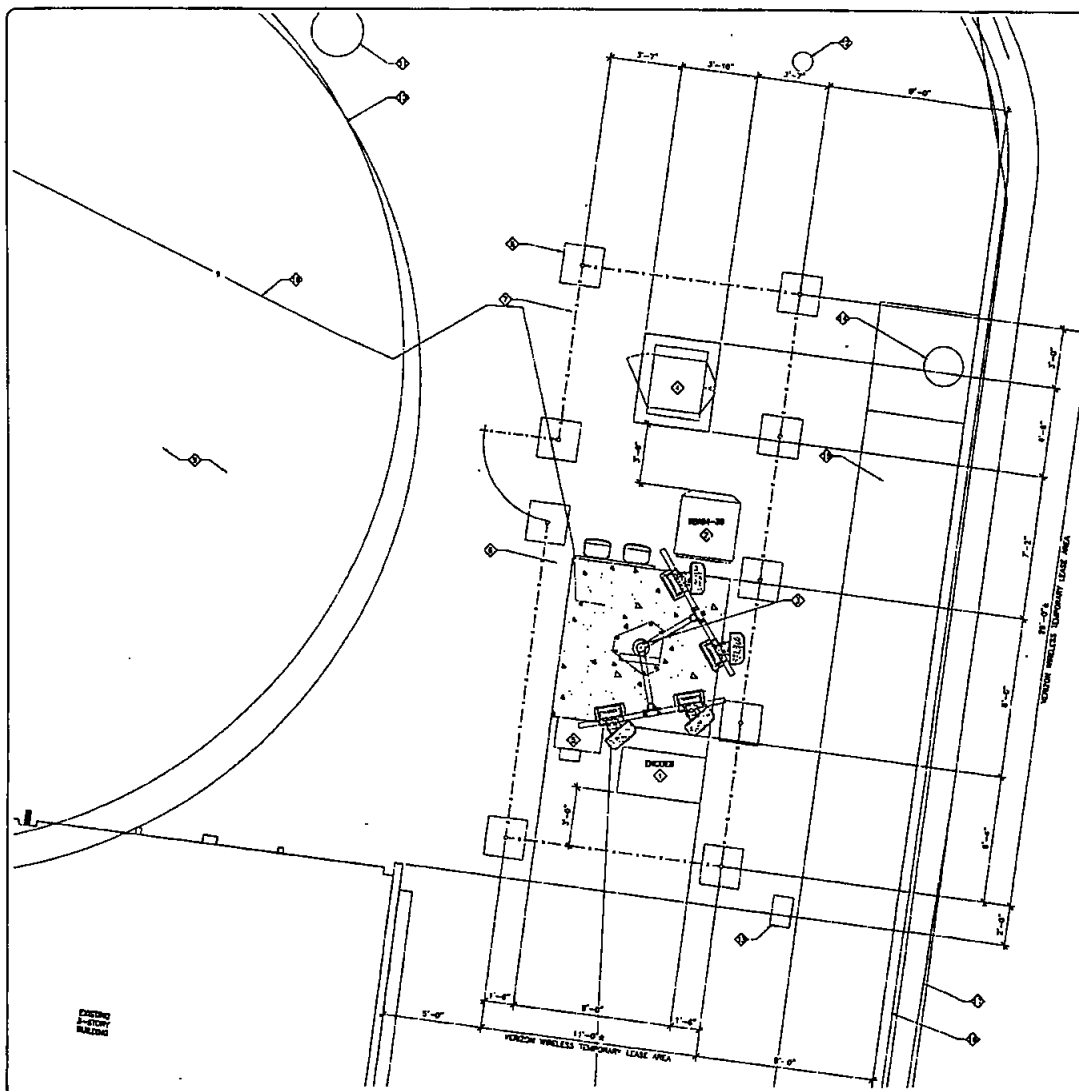
DRAWING DATES

DATE	REVISION
06/05/14	TEMP REVIEW (N)
06/11/14	REVIEW (N)
06/14/14	REVIEW (N)

SHEET TITLE
ENLARGED AREA PLAN

PROJECT/VERSION/1337

A-1



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

EQUIPMENT PLAN NOTES:

- 1. PROPOSED VERIZON WIRELESS "TOWER" OUTDOOR EQUIPMENT CABINET "RIS 8102", 51'-1 1/4" HIG, 55" HIGH x 28" DEEP
- 2. PROPOSED VERIZON WIRELESS COMMUNICATIONS RIM-4-36 POWER/BATTERY CABINET MOUNTED ON TEMPORARY RASSED STEEL EQUIPMENT PLATFORM
- 3. PROPOSED VERIZON WIRELESS 20'-0" HIGH TEMPORARY MONOPOLE WITH FOUR IN PLACE CONCRETE BALLAST BASE (8' x 8' x 8' 1800)
- 4. PROPOSED VERIZON WIRELESS TEMPORARY POLAR LOGS (2000-300-1000) DECIL CONVENTION WITH 50 GALLON FUEL TANK ON TEMPORARY RASSED STEEL EQUIPMENT PLATFORM
- 5. PROPOSED VERIZON WIRELESS "CHAINED CURB" MONORAIL CABINET MOUNTED TO OR ON CONCRETE BALLAST
- 6. PROPOSED IRIS MOUNTED TO TEMPORARY UTILITY "N-IRIS" OR CONCRETE BALLAST (TYPICAL OF 3)
- 7. PROPOSED TEMPORARY 8'-0" HIGH CHAINLINK SECURITY FENCE ENCLOSURE
- 8. BASE PADS FOR CHAIN LINK FENCE POST (TYPICAL)
- 9. EXISTING GRASS AREA
- 10. EXISTING TREE
- 11. EXISTING CONCRETE PAD
- 12. EXISTING WATER VALVE
- 13. EXISTING UTILITY BOX
- 14. EXISTING CATCH BASIN
- 15. EXISTING CONCRETE SIDEWALK
- 16. EXISTING CONCRETE CURB
- 17. EXISTING CONCRETE GUTTER
- 18. EXISTING ASPHALT PAVED ROAD
- 19. EXISTING CONTOUR LINE

MEASUREMENTS 21'-0" x 42' 0" NORTH 90°

MEASUREMENTS 21'-0" x 42' 0" NORTH 140°

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

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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

Project Number: 39144
Approval Date: 10.24.14
Signed (1st Sheet): _____

BOOTH & SUAREZ
ARCHITECTS INCORPORATED
161 CARLETON PARKWAY SUITE 95
CALIFORNIA, CA 94008 (708) 222-0272

PREPARED FOR

verizon wireless

P.O. BOX 19707
IRVINE, CA 92613-9707
(949) 256-1000

APPROVALS

AKS	DATE
SE	DATE
W	DATE
BT	DATE
LL/M	DATE
GPS	DATE
LL/001	DATE

PROJECT NAME
SAN TERMINAL 2
NORTH
(TEMP SITE 2014)
2556 McCANN ROAD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

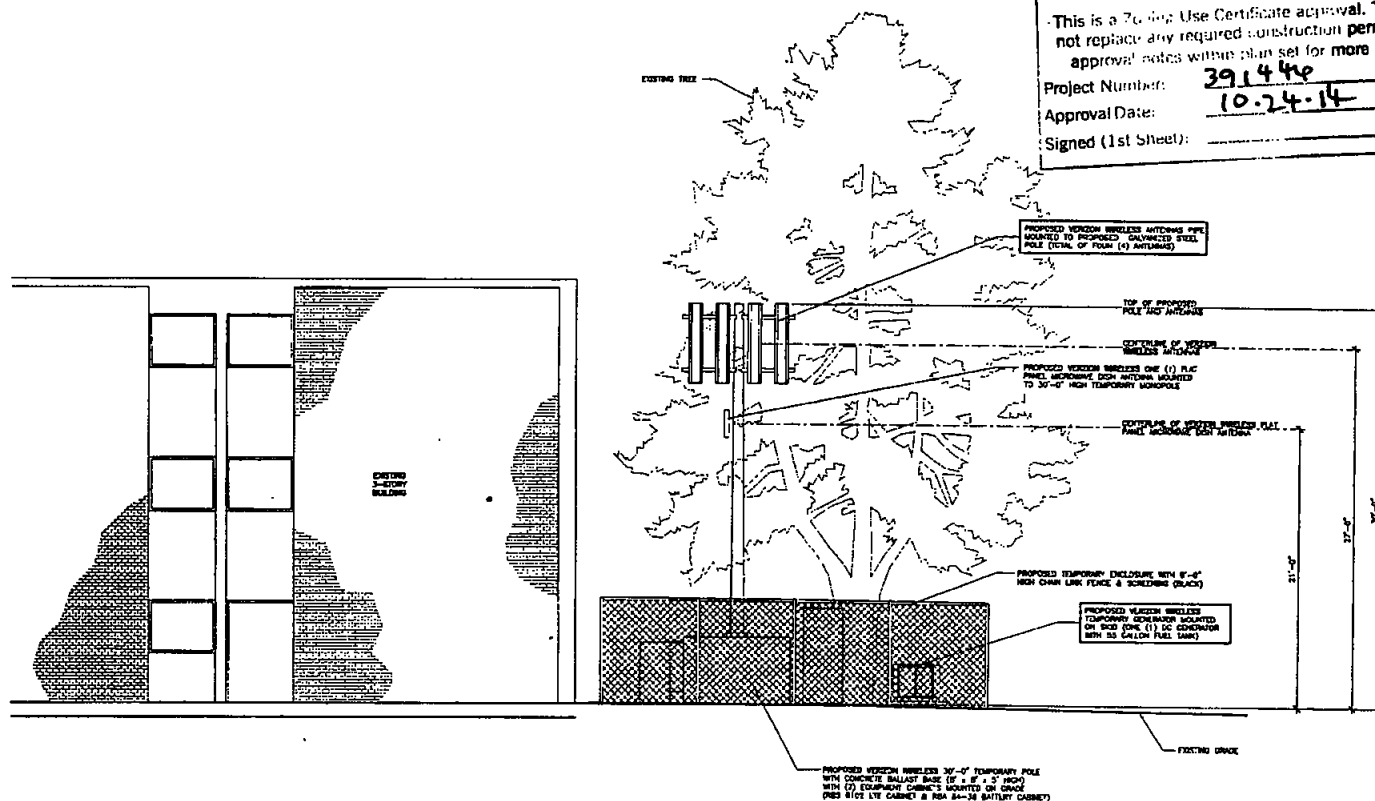
08/08/14 TEMP REVIEW (m)
08/13/14 REVISION 2381 (m)
08/14/14 REVISION 1243 (m)

SHEET TITLE

EQUIPMENT PLAN

PROJECT: VERIZON_11217

A-2



EAST ELEVATION
SCALE 1/8" = 1'-0"

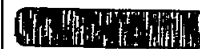
CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENT, AIRSPACE & COMMUNICATION UTILITIES

APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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

Project Number: 391440
Approval Date: 10-24-14
Signed (1st Sheet): _____

BOOTH & SUAREZ
ARCHITECTURE, INC. INCORPORATED
301 CALLE SAN FELIX DRIVE, SUITE 200
CALLE SAN FELIX, CA 92008 (760) 411-8121



PREPARED FOR

verizon wireless

P.O. BOX 19707
IRVINE, CA 92613-9707
(949) 256-7000

APPROVALS	
ARC	DATE
EE	DATE
EW	DATE
MT	DATE
CL/WH	DATE
OPS	DATE
TE/OUT	DATE

PROJECT NAME
SAN TERMINAL 2 NORTH
(TEMP SITE 2014)
2356 MCCAIN ROAD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES	
06/26/14	TEMP REVIEW (M)
06/11/14	REVISED TWE (C)
06/11/14	REVISED TWE (C)

SHEET TITLE

EXTERIOR ELEVATION

PROJECT/VERSION/ISSUE

A-3

Exhibit C:

Interference Protection Requirements

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

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

c. On-The-Air Tests - Technical Details

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

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

d. Radio Frequency Interference to City Radio Equipment

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

- (1) Detectable or measurable received intermodulation;

(2) Audio distortion or noise; and

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

e. Modifications to Equipment

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

f. Resulting Interference

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

TECHNICAL DATA SUMMARY

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

DATE: October 2, 2014

LOCATION: 2556 McCain Road, San Diego, CA 92101

APPLICANT: Verizon Wireless

CALL SIGNS: WQJQ694, WQPZ960, WQPZ965

CONTACT NAME: Mike Zeller

PHONE: 858-467-2593

TRANSMITTER

Manufacturer: Ericsson

Model: RBS 6000 series

Emission: 700 LTE, AWS LTE

RECEIVER

Manufacturer: Ericsson

Model: RBS 6000 series

Radiated ERP: 1583 watts, 3158 watts

<u>Transmit Frequency</u>	<u>Receiver Frequency</u>	<u>CTCSS or DCS</u>
1. 746-756MHz	1.777-787 MHz	1. _____
2. 2140-2155 MHz	2.1740-1755 MHz	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____

ANTENNA TRANSMIT CAVITY FILTER ISOLATOR

Make: CCI

Model/Type: HPA-33R-BUU-H6 Gain = 12.5, 15.4dBd Azimuth = 90, 140

REMARKS:

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit D:

Installation Standards

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

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

Exhibit E:

Emergency Maintenance Procedures

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

If CITY discovers that any of the antennas or related equipment on the Temporary Communications Facility are damaged, CITY shall immediately notify **PERMITTEE's Network Operation Call Center at 1-800-264-6620**.

If PERMITTEE'S Operations cause any interference to CITY'S telecommunication equipment and/or system, CITY may require the Temporary Communications Facility to be moved to another location at the Training Facility.

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

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



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-AWP-4257-OE

Issued Date: 07/23/2014

Mikhail Raznobriadsev
Verizon Wireless (VAW) LLC
1120 Sanctuary Prkwy
Suite 150 GASA5REG
Alpharetta, GA 30004

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower on Building - San Terminal 2 North
Location:	San Diego, CA
Latitude:	32-44-02.70N NAD 83
Longitude:	117-12-31.26W
Heights:	10 feet site elevation (SE) 32 feet above ground level (AGL) 42 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

This aeronautical study included evaluation of a structure that exists at this time. Action will be taken to ensure aeronautical charts are updated to reflect the most current coordinates, elevation and height as indicated in the case description.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6558. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-AWP-4257-OE.

Signature Control No: 221359232-224654066

(DNE)

LaDonna James
Technician

Attachment(s)
Additional Information
Frequency Data
Map(s)

cc: FCC

Additional information for ASN 2014-AWP-4257-OE

At a distance of 2300 feet from transmitter site spurious emissions signal levels from proposed transmitters must be less than -104 dBm in the 108-137, 225-400 MHz frequency bands.

Frequency Data for ASN 2014-AWP-4257-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

