

CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

This CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into between The City of San Diego, a California municipal corporation ("CITY"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective on **June 1, 2018** ("Effective Date"), provided this Permit is signed by the Parties and approved by the San Diego City Attorney.

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

1. DEFINITIONS

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

- 1.1 "CITY Contact" – the CITY's designee for purposes of this Permit. The CITY Contact is currently **Michelle Abella-Shon, Project Manager**, who can be contacted at (858) 573-1362.
- 1.3 "Temporary Communications Facility" – a temporary, wireless communication facility owned and operated by PERMITTEE specifically, four (4) panel antennas and one (1) flat Microwave dish antenna on a 30-foot temporary antenna support pole all within a fenced enclosure, more particularly depicted/described in Exhibit B. One (1) equipment cabinet will be located adjacent to the pole within the fenced enclosure.
- 1.4 "Permit Area" – an area not to exceed 250 square feet, located on a portion of that certain CITY-owned real property, located at **2556 McCain Road**, in the City of San Diego, State of California ("Station"), being more particularly described in Exhibit A and Permit Area thereon being more particularly depicted/described in Exhibit B. Notwithstanding any description or depiction which may exist to the contrary, the Permit Area shall not include any areas which are currently devoted to or designated as handicap parking spaces.
- 1.5 "Permit Use" – the non-exclusive use of the Permit Area for the purposes of operating, maintaining, and removing the Temporary Communications Facility to provide telecommunication services to persons at the Station and surrounding areas.
- 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 operate 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 have a commencement date of June 1, 2018 the (Effective Date) and terminating on May 31, 2019 ("Termination Date").

4.1. Holdover. Any holding over by PERMITTEE after expiration or termination shall not be considered as a renewal or extension of this Permit. The occupancy of the Site after expiration or termination shall be month-to-month, 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 three and one-half (3.5%) increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective.

5. PERMIT PROCESSING FEE

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

6. RENT

PERMITTEE shall pay to CITY rent in the amount of Three Thousand Six Hundred Twenty-Two Dollars and Fifty Cents (\$3,622.50) per month. Calculation of all prorated rents under this section shall be based on a 30-day month.

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

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

- 6.2 Delinquent Rent. If PERMITTEE fails to pay monthly rent when due, PERMITTEE shall pay, in addition to the unpaid monthly rent, five percent (5%) of the delinquent monthly rent. If the monthly rent is still unpaid fifteen (15) calendar days after the first day of the month, PERMITTEE shall pay an additional five percent (5%), for a total of ten percent (10%) of the delinquent monthly rent, which is agreed by the parties to be appropriate to compensate CITY for loss resulting from fee delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of monthly rent be less than Twenty-Five Dollars (\$25). 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 or the Communications Equipment within the Permit Area without the express written consent of CITY, which consent shall be in City's sole discretion. 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 Station 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, gender identity, gender expression, 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. PERMITTEE shall not hold CITY responsible for its radiation levels found to exceed such limits. PERMITTEE shall indemnify, defend and hold the CITY harmless for any liabilities, fines, or other penalties claimed or imposed against the CITY that result from the existence of levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by PERMITTEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities, fines, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. 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 Station.
- 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 Station; 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 Station 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. WATER QUALITY – BEST MANAGEMENT PRACTICES

The CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage PERMITTEE'S Operations on the Permit Area in a manner which aids in the protection of the City of San Diego's precious water resources. It is the PERMITTEE's responsibility to identify and implement an effective combination of BMPs with respect to PERMITTEE'S Operations so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, PERMITTEE shall at a minimum, implement and comply, as applicable with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately the PERMITTEE's responsibility to prevent the pollutant discharges to the storm drain system. Therefore, the PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

14. 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.

15. 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.

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

15.6 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.

15.7 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.

16. 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.

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

17. 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.

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

18. 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.

19. ENTRY AND INSPECTION

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

20. UTILITIES

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. CITY'S RESERVATION OF RIGHTS

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

27.2 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.

27.3 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.

28. REVOCATION AND TERMINATION

28.1 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.

28.2 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.

28.3 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.

28.4 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.

29. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

29.1 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.

29.2 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.

30. 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

31. MISCELLANEOUS PROVISIONS

- 31.1 Governing Law. This Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 31.2 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.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 Permit Modifications. Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.

- 31.7 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.
- 31.8 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.
- 31.9 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.
- 31.10 California Public Records Act. CITY shall determine in its sole discretion, whether information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 31.11 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.

(Remainder of page left blank)

31.12 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: 9/14/18

THE CITY OF SAN DIEGO, a California municipal corporation

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

Date: _____

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

By [Signature]
(Print Name) STEVEN LAMB
(Title) DIRECTOR - NETWORK

ENVIRONMENTAL ANALYSIS SECTION:

The proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15301. No environmental impacts were identified for the proposed project. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Date: 9/13/2018

By [Signature]
Name: JEFF SZYMANSKI
Title: Senior Planner

APPROVED AS TO FORM:

Date: 9/17/18

MARA W. ELLIOTT, City Attorney

By [Signature]
Melissa Ables, Deputy City Attorney.

Exhibit A:
Description of Permit Area

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



April 26, 2018

Approved Type: Limited Use Approval
Approved No: 21-03078
Project Name: Verizon Wireless San Terminal Two North 3 (Temp Site)
Project No.: 604628
Previous Permit No.: 1940227 (PIS No. 552588)
Site Address: 2358 McCain Road, San Diego, CA 92101
Permittee: Verizon Wireless
Owner: City of San Diego
Carrier: Verizon Wireless

DEVELOPMENT SERVICES DEPARTMENT ACTION

It has been determined by Development Services Department that this application complies with Section 941.0426, Wireless Communication Facilities (WCF), of the City of San Diego's Land Development Code. This approval has been determined to be exempt per Section 1999.0023 of the California Environmental Quality Act (CEQA) Guidelines and this activity is not a project as defined in Section 15.37(b).

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

STANDARD REQUIREMENTS

- The WCF shall be designed and constructed in accordance with the approved Exhibit "A". No modification or alteration shall be permitted to the approved Exhibit "A" unless revised plans are submitted and approved by the Development Services Department.
- The approval permits the following as illustrated on the approved Exhibit "A":
 - Four (4) panel antennas with the following dimensions: 72.0" by 23.3" by 0.9" and one (1) flat microwave dish antenna.
 - One equipment cabinet.
 - Cabinet and 36-foot tall temporary antenna support pole are located within a fenced enclosure not to exceed 250 sq. ft.

159-100-0000-0000
The City Engineer
Development Services

159-100-0000-0000
The City Engineer
Development Services

Page 2 of 4
Verizon Wireless San Terminal Two North 3 (Temp Site)
Project No. 604628

Any future modifications to the antennas must be approved by Development Services. Antennas extending up to the approved size (length, width, or height), must include screening designed to ensure the appearance of uniformity among the antennas to the satisfaction of the Development Services Department. The Permittee shall provide evidence demonstrating compliance with Federal standards for radio frequency emissions in accordance with the Telecommunications Act of 1996 and any subsequent amendments.

- No overhead cabling is permitted.
- No overhead cabling is permitted.
- The WCF shall conform to the approved construction plans.
- Photostatulations shall be placed on the construction plans.
- If a construction permit is not obtained within one year from the date of this approval, this approval shall be null and void.
- The Owner/Permittee shall install and maintain appropriate warning signage on the WCF as required by State and Federal regulations. The Owner/Permittee shall be responsible for complying with all State and Federal regulations.
- Antennas and associated components, such as, but not limited to, remote radio units (RRUs), or poe equipment, etc., shall not exceed the height of any existing or proposed screen walls.
- Mesh screening fabric shall be installed over antennas to minimize visibility of this temporary installation.
- The accuracy and validity of the RF Compliance Report, submitted by the Permittee, shall be ensured while the WCF is in operation.
- All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
- All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be replaced or repaired within thirty (30) calendar days of notification by the City of San Diego.
- The Owner/Permittee shall notify the City within 30 days of the sale or transfer of this site to any other proprietor or if the site is no longer operational. In which case, the removal and the restoration of this site to its original condition is required. A Telecomm inspection is required prior to construction permit completion.

159-100-0000-0000
The City Engineer
Development Services

Page 3 of 4
Verizon Wireless San Terminal Two North 3 (Temp Site)
Project No. 604628

- Approval Expiration:** This approval and corresponding use of this site shall expire on April 26, 2019. Upon expiration of this approval, the facilities and improvements described herein shall be removed from this site and the property shall be returned to its original condition including approval of this permit unless the applicant or record file a new application for a facility which will be subject to compliance with all regulations in effect at the time.
- No later than ninety (90) days prior to the expiration of this approval, the Owner/Permittee may submit a new application to the Development Services Department for consideration and review and a decision by the appropriate decision maker at that time. Failure to submit prior to the deadline will be cause for enforcement for noncompliance, which may include penalties and fines.
- Under no circumstances, does approval of this plan or use of the site by the Permittee to use this site for WCF purposes beyond the permit expiration date. Use of this permit approval beyond the expiration date of the permit is prohibited.

A Telecomm inspection may not prior to construction or permit completion. The City of San Diego reserves the right to reject any approval made under Section 6402(a) or the Spectrum Act if found any portion of Section 6402(a) or the Spectrum Act, of the FCC's interpretation thereof, be deemed unconstitutional by a court of law, the FCC or any other competent authority.

Per LDC 80.5.0464 Construction Noise (A), it shall be unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day or on legal holidays as specified in Section 21.04 of the San Diego Municipal Code, with the exception of Columbus Day and Washington's Birthday, or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise unless a permit has been applied for and granted beforehand by the Noise Abatement and Control Administrator.

Sharon Tye
Development Project Manager

159-100-0000-0000
The City Engineer
Development Services

Page 4 of 4
Verizon Wireless San Terminal Two North 3 (Temp Site)
Project No. 604628

Telecom Final Inspection Required

Once project is ready for a Telecom inspection, e-mail photos of the completed project to Size@sanidiego.gov.

The Telecom inspection's purpose is to ensure that the WCF complies with the approved photo simulations and plans.

159-100-0000-0000
The City Engineer
Development Services

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: 604628
Approval Date: 4-26-2018
Signed (1st Street):

BOOTH & STANFORD
ARCHITECTURE INCORPORATED
1831 EAST PAVIA STREET
AL CAJON, CA 92001
(619) 749-1303



PREPARED FOR



P.O. BOX 18707
IRVING, CA 92615-8707
(949) 281-7000

APPROVALS

DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	

PROJECT NAME
**SAN TERMINAL 2
NORTH
(TEMP SITE)**
2358 MCCAIN ROAD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

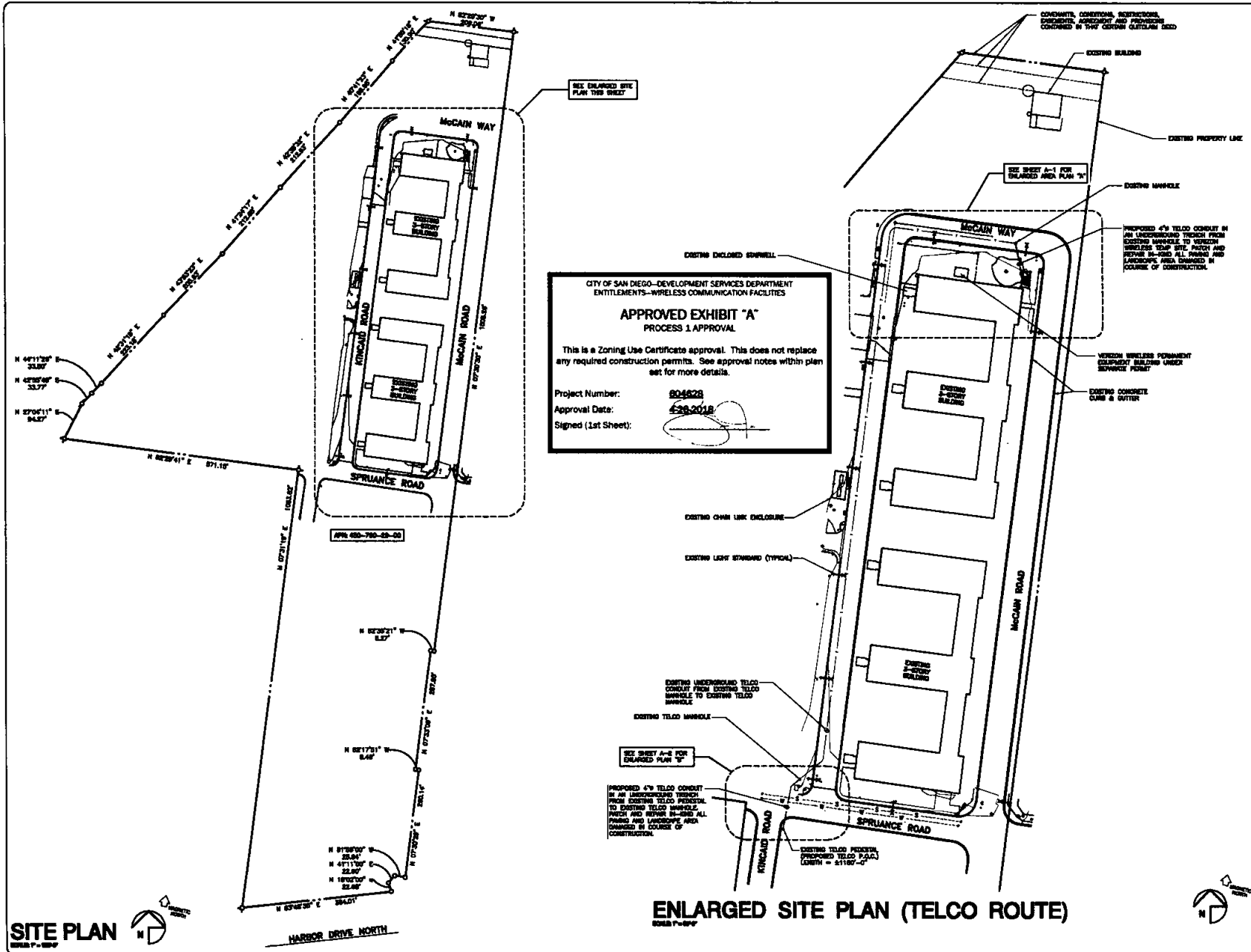
DATE	REVISION	BY
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06/14/14	REVISED	CC
06/18/14	REVISED	CC
07/02/14	REVISED	CC
12/12/14	REVISED	CC
01/29/15	REVISED	CC
02/02/15	REVISED	CC
04/22/15	REVISED	CC
06/18/15	REVISED	CC
06/25/15	REVISED	CC
04/29/16	REVISED	CC

SHEET TITLE

APPROVAL NOTES

PROJECT/VERIZON/13387 TEMP SITE

T-2



BOOTH & STANLEY
ARCHITECTURE & INCORPORATED
1843 EAST MAIN STREET SUITE 800
EL CAJON, CA 92021 (619) 749-1303



PREPARED FOR



P.O. BOX 18707
IRVINE, CA 92613-8707
(949) 255-7000

APPROVALS

AGG	DATE
KE	DATE
BT	DATE
BT	DATE
CE/M	DATE
DPS	DATE
CE/OUT	DATE

PROJECT NAME
**SAN TERMINAL 2
NORTH
(TEMP SITE)**
2556 McCann Road
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

DATE	REVISION	BY
08/05/14	TEMP REVIEW	[Signature]
08/15/14	REVISED	2240
08/15/14	REVISED	2240
08/15/14	REVISED	2240
10/02/14	REVISED	2240
12/12/14	REVISED	2240
01/22/15	REVISED	2240
02/02/15	REVISED	2240
04/02/15	REVISED	2240
05/18/15	REVISED	2240
05/18/15	REVISED	2240
04/30/16	REVISED	2240

SHEET TITLE

**SITE PLAN & ENLARGED
SITE PLAN (TELCO ROUTE)**

PROJECT/VZWN/1387 TEMP SITE

A-0.1

ENLARGED AREA PLAN "B"



8025-2000

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: 604528
Approval Date: 4-28-20
Signed (1st Sheet):

ENLARGED AREA PLAN "C"



2000年12月



Underground
Service Alert
CALL TOLL FREE
1-800-432-4130

WORD:
BEFORE EXCAVATING VERIFY LOCATION
OF UNDERGROUND UTILITIES TWO
WORKING DAYS BEFORE YOU DIG

Booth & Suarez
ARCHITECTURE INCORPORATED
1983 EAST MAIN STREET SUITE 900
GLADEN, CA 95007 (415) 740-1300



PREPARED FOR



P.O. BOX 18707
IRVINE, CA 92623-8707
(949) 288-7000

APPROVALS

A&C	DATE
RE	DATE
RF	DATE
RT	DATE
EX/IN	DATE
OPS	DATE
DE/OUT	DATE

PROJECT NAME
**SAN TERMINAL 2
NORTH
(TEMP SITE)**
2558 MCCAIN ROAD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

DATE	REVISION	BY
08/08/14	TEMP REVIEW	04
08/15/14	REVISED Z24-1	04
08/14/14	REVISED Z24-2	04
08/14/14	REVISED Z24-3	04
10/08/14	REVISED Z24-4	04
12/12/14	REVISED Z24-5	04
01/29/15	REVISED Z24-6	04
02/03/15	REVISED Z24-7	04
04/23/15	REVISED Z24-8	04
08/18/15	REVISED Z24-9	04
08/05/15	REVISED Z24-10	04
04/20/16	REVISED Z24-11	04

SHEET TITLE

**ENLARGED AREA
PLANS B & C**

PROJECTS\VENEZUELA\12337 TEMP 802X

A-2



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

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

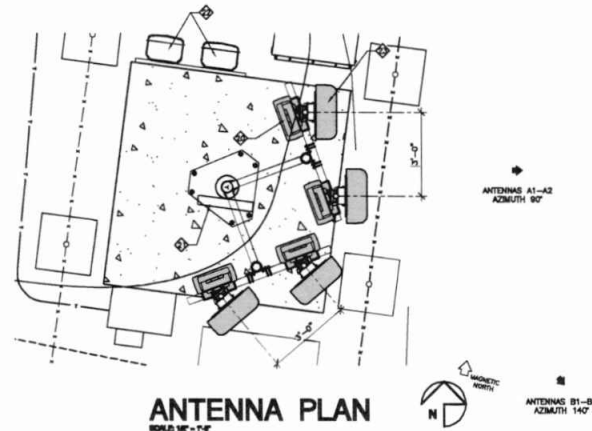
APPROVED EXHIBIT "A"
PROCESS 1 APPROVAL

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: **604628**
Approval Date: **4-26-2018**
Signed (1st Sheet):

EQUIPMENT PLAN NOTES:

- ◆ PROPOSED VERIZON WIRELESS "INDOOR" OUTDOOR EQUIPMENT CABINET "RIB" 8'10" x 5'1" x 1'4" WIDE x 8'6" HIGH x 2'8" DEEP
- ◆ PROPOSED VERIZON WIRELESS COMBOSCOPE RIB-36 POWER/BATTERY CABINET MOUNTED ON TEMPORARY RAISED STEEL EQUIPMENT PLATFORM
- ◆ PROPOSED VERIZON WIRELESS 32'-0" HIGH TEMPORARY MONOPOLE WITH FOUR IN PLACE CONCRETE BALLAST BASE (8' x 8' x 8' HIGH)
- ◆ PROPOSED TEMPORARY 8'-0" HIGH CHAINLINK SECURITY GATE
- ◆ PROPOSED VERIZON WIRELESS "CHARLES CLINE" MICROWAVE CABINET MOUNTED TO OR ON CONCRETE BALLAST
- ◆ PROPOSED RIBS MOUNTED TO TEMPORARY UTILITY "H-FRAME" OR CONCRETE BALLAST (TYPICAL OF 3)
- ◆ PROPOSED TEMPORARY 8'-0" HIGH CHAINLINK SECURITY FENCE ENCLOSURE
- ◆ BASE PADS FOR CHAIN LINK FENCE POST (TYPICAL)
- ◆ EXISTING GRASS AREA
- ◆ EXISTING TREE
- ◆ EXISTING CONCRETE PAD
- ◆ EXISTING WATER VALVE
- ◆ EXISTING UTILITY BOX
- ◆ EXISTING CATCH BASIN
- ◆ EXISTING CONCRETE SIDEWALK
- ◆ EXISTING CONCRETE CURB
- ◆ EXISTING CONCRETE GUTTER
- ◆ EXISTING ASPHALT PAVED ROAD
- ◆ EXISTING CONTOUR LINE
- ◆ PROPOSED STACKED PAIR BRU UNITS MOUNTED BEHIND ANTENNAS (TYPICAL OF 4 PER SECTION)
- ◆ PROPOSED VERIZON WIRELESS ONE (1) FLAT PANEL MICROWAVE DISH ANTENNA MOUNTED TO 30'-0" HIGH TEMPORARY MONOPOLE
- ◆ PROPOSED (2) RAYCAP DC SURGE PROTECTION UNITS UNISTRUT MOUNTED TO CONCRETE BALLAST
- ◆ PROPOSED VERIZON WIRELESS FOUR (4) PANEL ANTENNAS PIPE MOUNTED TO 30'-0" HIGH TEMPORARY MONOPOLE
- ◆ PROPOSED TELCO CONDUIT TRENCH
- ◆ PROPOSED ELECTRICAL CONDUIT ROUTING



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

ANTENNA AND COAXIAL CABLE SCHEDULE									
SECTION ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	CONVERT	SECTOR	BRU	NUMBER OF COAXIAL CABLE LENGTHS FOR SECTION (1 = 6')	CONV/FIBER RISE	CONV/FIBER RISE
ALPHA1	EAST	90°	ODL 10PA-338-BLU-HB	0°	N/A	(4) BRU	8' TYPICAL	8'-0"	7/8"
ALPHA2	EAST	90°	ODL 10PA-338-BLU-HB	0°	N/A	(4) BRU	8' TYPICAL	8'-0"	7/8"
BETA1	SOUTHEAST	140°	ODL 10PA-338-BLU-HB	0°	N/A	(4) BRU	8' TYPICAL	8'-0"	7/8"
BETA2	SOUTHEAST	140°	ODL 10PA-338-BLU-HB	0°	N/A	(4) BRU	8' TYPICAL	8'-0"	7/8"

BOOTH & SUAREZ
ARCHITECTURE INCORPORATED
1883 EAST 154TH STREET SUITE 800
ALCAZAR, CA 92011 (619) 749-1305

PREPARED FOR
verizon wireless
P.O. BOX 19707
IRVING, CA 92623-8707
(949) 288-7000

APPROVALS

A/C: _____ DATE _____

RE: _____ DATE _____

INT: _____ DATE _____

CE/IN: _____ DATE _____

OPS: _____ DATE _____

CE/OUT: _____ DATE _____

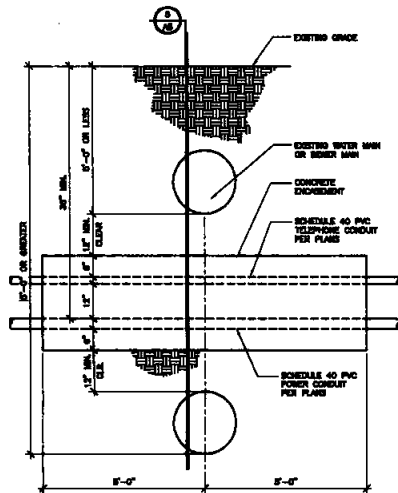
PROJECT NAME
SAN TERMINAL 2 NORTH (TEMP SITE)
2556 MCCAIN ROAD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

DATE	REVISION	BY
08/05/14	TEMP REVIEW	(u)
08/13/14	REVISED 2241	(u)
08/14/14	REVISED 2242	(u)
08/15/14	REVISED 2243	(u)
10/05/14	REVISED 2244	(u)
12/12/14	REVISED 2245	(u)
01/28/15	REVISED 2246	(u)
02/02/15	REVISED 2247	(u)
04/23/15	REVISED 2248	(u)
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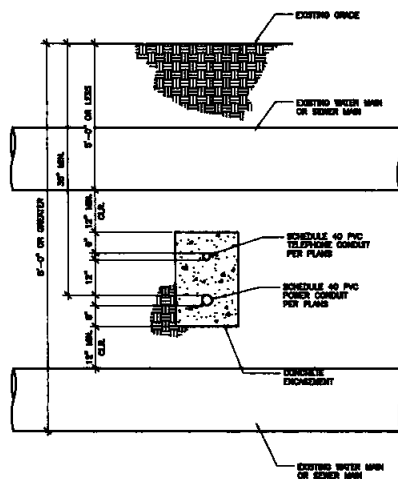
SHEET TITLE
EQUIPMENT PLAN AND ANTENNA PLAN

PROJECTS/VERIZON/13337 TEMP SITE



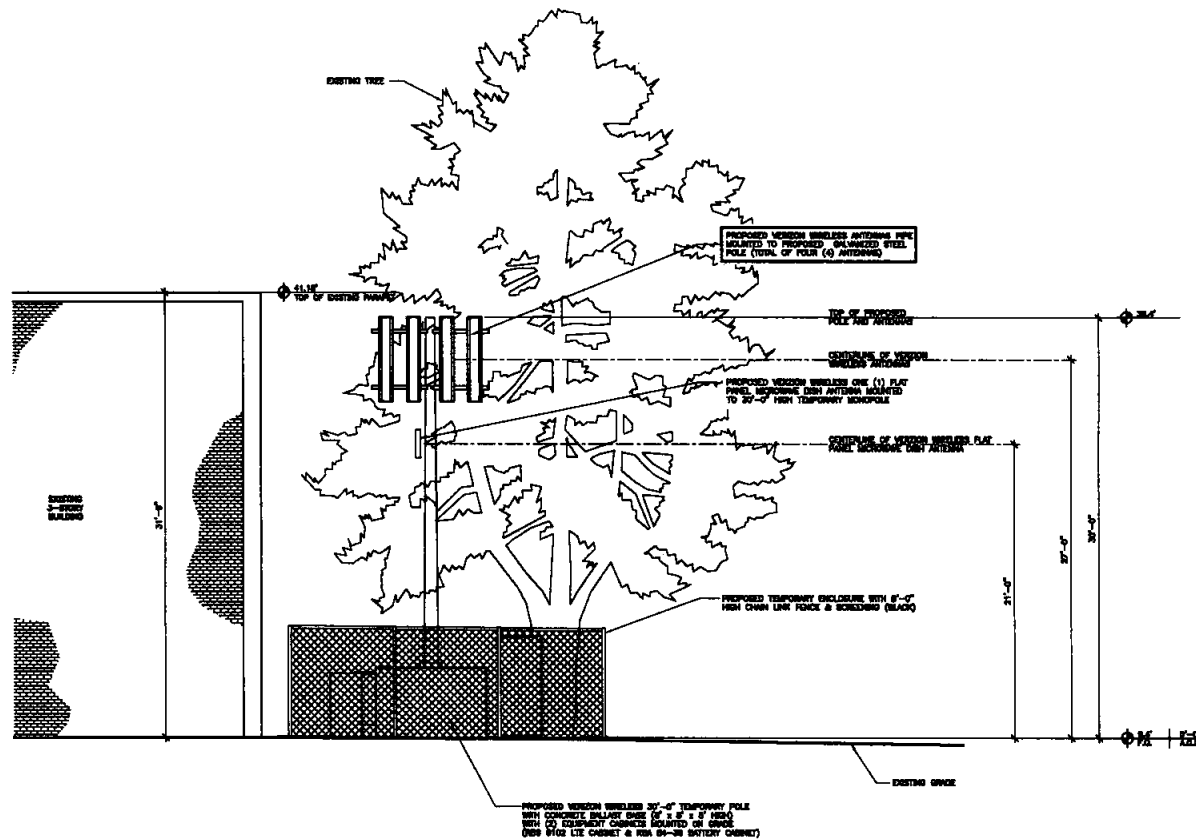
UTILITY TRENCH

SCALE
N.T.S.



UTILITY TRENCH

SCALE
N.T.S.



EAST ELEVATION
SCALE 1/4" = 1'-0"

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: 804628
Approval Date: 4/28/2018
Signed (1st Sheet):

Booth & Suarez
ARCHITECTURE INCORPORATED
1843 EAST MAIN STREET SUITE 900
EL CAJON, CA 92021 (619) 749-1302



PREPARED FOR



P.O. BOX 18707
IRVINE, CA 92623-9707
(949) 268-7000

APPROVALS

AGC	DATE
RE	DATE
WF	DATE
MT	DATE
CE/M	DATE
QPE	DATE
CE/OUT	DATE

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

DRAWING DATES

08/18/14	TEMP REVIEW
08/18/14	REVISED 2241
08/18/14	REVISED 2241
08/18/14	REVISED 2241
10/03/14	REVISED 2241
12/13/14	REVISED 2241
01/22/15	REVISED 2241
03/02/15	REVISED 2241
04/23/15	REVISED 2241
06/18/15	REVISED 2241
06/26/15	REVISED 2241
04/20/16	REVISED 2241

SHEET TITLE

EXTERIOR ELEVATION

PROJECT/VERIZON/15337 TEMP SITE

A-4

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 Station, 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 Station 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 Station.
 - (1) PERMITTEE shall notify all permittees/lessees/users at the Station, 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 Station 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 Station.
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Station.
 - (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 Station.

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 Station 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 Station 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: June 1, 2016

LOCATION: 1055 Catalina Boulevard, San Diego, California 92107

APPLICANT: Verizon Wireless

CALL SIGNS: KNKA236, WQCS440, WQJQ694, WQZ960, & WQPZ965

CONTACT NAME: Mike Zeller

PHONE: (858) 467-2593

TRANSMITTER

Manufacturer: Ericsson

Model: RBS 6102

Emission: CDMA and LTE

RECEIVER

Manufacturer: Ericsson

Model: RBS 6102

Radiated ERP: See remarks.

<u>Transmit Frequency</u>	<u>Receiver Frequency</u>	<u>CTCSS or DCS</u>
1. 776 - 787 MHz	1. 746 - 757 MHz	1. _____
2. 880 - 894 MHz	2. 835 - 848 MHz	2. _____
3. 1985 - 1990 MHz	3. 1905 - 1910 MHz	3. _____
4. 2140-2155 MHz	4. 1740-1755 MHz	4. _____

ANTENNA TRANSMIT CAVITY FILTER ISOLATOR

Make: Commscope

Model/Type: SBNHH-1D65B

Gain = 14.9dBi, 18.6dBi

Azimuth: 05°, 190°, 270°

REMARKS: FCC licensed ERPs = 1000W for 700 Mhz, 500W for 850 MHz, 1000W for 1900 MHz, 1000W for 2100 MHz

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Station. Bottom section is to be completed by each existing Station 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 Station 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 Station.

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

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



THE CITY OF SAN DIEGO

DATE OF NOTICE: May 24, 2018

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 21000022

PROJECT NO:	N/A
PROJECT NAME:	Verizon Right of Entry (ROE) Permit for Temporary WCF
COMMUNITY PLAN AREA:	Peninsula
COUNCIL DISTRICT:	2
LOCATION:	The project is located at 2556 McCain Road, San Diego, CA 92101.

PROJECT DESCRIPTION: The project proposes a Right of Entry Permit (ROE) to allow for the continued operation and maintenance of an existing Temporary Wireless Communication Facility (WCF) on a 250-square-foot leasehold area on the Fire Rescue Training Facility in the Peninsula Community Plan area. The WCF includes four panel antennas, one flat microwave dish antenna, a 30-foot tall temporary support pole and one equipment cabinet. The cabinet and temporary antenna support pole are located within a 250-square foot fenced enclosure. The project proposes no new construction or ground disturbance.

ENTITY CONSIDERING PROJECT APPROVAL: City Staff (Real Estate Assets Department)

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

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

CITY PROJECT MANAGER: Enza Charles, Supervising Property Agent
MAILING ADDRESS: 1200 Third Avenue, Suite 1700
San Diego, CA 92101
PHONE NUMBER/E-MAIL: (619) 236-6052/ECharles@sandiego.gov

On May 24, 2018, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (June 8, 2018). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD	
Posted	<u>MAY 24 2018</u> <i>mc</i>
Removed	<u>JUN 11 2018</u>
Posted by	<u><i>myralee</i></u>