



CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT

between

THE CITY OF SAN DIEGO

and

NEXTG NETWORKS OF CALIFORNIA, INC.

for

Balboa Park

CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT

This CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY ("Effective Date"), once the Permit is 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 terms listed below are defined as follows:

- 1.1. "Communications Equipment" – includes, but is not limited to, PERMITTEE'S omnidirectional antennas, mounting brackets, equipment enclosures, AC disconnects, flexible metal conduits, grounding plates, grounding wires, grounding pipes, coils, NEMA boxes, and fiber optic cables, more particularly described and depicted for each Site in Exhibit B as updated from time to time.
- 1.2. "Decorative Street Light Pole" – any streetlight pole that incorporates artistic design elements not typically found in standard steel, concrete or aluminum streetlight poles and does not have a mast arm for electrolier support. The term Decorative Streetlight Pole includes any historically designated or architecturally significant light poles owned by CITY.
- 1.3. "Gross Revenue" – any and all income and other consideration collected, received, or in any manner gained or derived by PERMITTEE from, or in connection with, the Permit Use, either directly by PERMITTEE or indirectly through a reseller, if any, to customers of telecommunications services within the City of San Diego, including any imputed revenue derived from commercial trades and barter equivalents to the full retail value of the telecommunications services provided by PERMITTEE. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which may be paid to or collected for federal, state, or local government, exclusive of the Annual Rent (defined in Section 6 below) paid to CITY as provided herein; (b) retail discounts or other promotions; (c) non-collectable amounts due PERMITTEE or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.
- 1.4. "Hazardous Substances" – those hazardous substances listed by the Environmental Protection Agency ("EPA") in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances.

- 1.5. "Permit Area" – up to twenty-five (25) Sites located within Balboa Park in the City of San Diego, more particularly depicted in Exhibit A and in Exhibit B as updated from time to time.
- 1.6. "Permit Use" – the non-exclusive use of the Permit Area solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, operating, maintaining, and removing, all at PERMITTEE'S sole cost and expense, the Communications Equipment.
- 1.7. "PERMITTEE'S Operations" – PERMITTEE'S development, occupancy, use, and/or maintenance of the Permit Area.
- 1.8. "Site" – a "Street Light Pole" (defined below), "Traffic Signal" (defined below), or "Utility Pole" (defined below) where the Communications Equipment is installed pursuant to this Permit, each Site being depicted in Exhibit B as updated from time to time.
- 1.9. "Street Light Pole" – any concrete, fiberglass, metal, or wooden pole that has a mast arm for electrolier support.
- 1.10. "Traffic Signal" – any metal pole that has traffic-controlling lights on it.
- 1.11. "Utility Pole" – any wooden pole that is erected by a utility company.

2. RIGHT TO ENTER AND OCCUPY.

Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its officers, employees, agents, and contractors to enter upon and occupy the Permit Area solely for the purpose of the Permit Use.

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

3. USE OF PERMIT AREA.

PERMITTEE shall use the Permit Area solely for the Permit Use.

- 3.1. Other Uses. PERMITTEE shall not operate the Communications Equipment or use the Permit Area for other related or incidental activities of any kind without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. Communications Equipment installed on a Traffic Signal shall not interfere with the operation of the Traffic Signal, or cause visual impairment, distraction, or confusion to motorists. PERMITTEE may install Communications Equipment on the Decorative Street Light Poles depicted in Exhibit B. Any proposed installations on Decorative Street Light Poles beyond those depicted in Exhibit B shall be reviewed and approved by CITY prior to installation.

- 3.2. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance, as defined in California Civil Code section 3479.
- 3.3. CITY Use. PERMITTEE shall allow CITY to use a portion of the Communications Equipment (specifically, a portion of the underground fiber optic cable sufficient to provide CITY an outgoing and incoming transmission path) for public, non-commercial uses, including, without limitation, as a backhaul for WiFi access in Balboa Park, traffic signal interconnections, and/or a park surveillance camera system.

4. TERM.

The term of this Permit (“Term”) shall not exceed ten (10) years, commencing on the Effective Date. “Permit Year” shall mean each twelve (12) month period during the Term, commencing on the month and day of the Effective Date and continuing to the same month and day of the following year, minus one (1) calendar day.

- 4.1. No Holdover. PERMITTEE may not continue in possession of the Permit Area past the expiration or earlier revocation or termination of this Permit. Any extension of the Term shall require approval by the City Council pursuant to City Council Policy 700-10 (“Disposition of City-Owned Real Property”).

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 \$3,970 (three thousand nine hundred seventy dollars).

6. RENT.

PERMITTEE shall pay to CITY rent in the amount of \$3,900 (three thousand nine hundred dollars) per Site, per Permit Year (“Annual Rent”), subject to annual adjustments as of the first day of the second Permit Year and each Permit Year thereafter, as follows:

Permit Year Two	\$4,017 per Site
Permit Year Three	\$4,138 per Site
Permit Year Four	\$4,262 per Site
Permit Year Five	\$4,389 per Site
Permit Year Six	\$4,521 per Site
Permit Year Seven	\$4,657 per Site
Permit Year Eight	\$4,797 per Site
Permit Year Nine	\$4,940 per Site
Permit Year Ten	\$5,088 per Site

The above rent schedule reflects an annual rent escalation equal to three percent (3%) above the Annual Rent for each preceding Permit Year. In addition to the Annual Rent, PERMITTEE shall pay to CITY, on an annual basis, a “Gross Revenue Fee” equal to five percent (5%) of PERMITTEE’S Gross Revenue received by PERMITTEE from the Permit Use for each preceding Permit Year. The Gross Revenue Fee paid to CITY shall not include

any CITY administrative fees such as permit fees, inspection fees, business taxes, other regulatory charges, or the Annual Rent pursuant to this Permit.

- 6.1. Time and Place of Payment. Annual Rent is due in advance on or before November 1 of each Permit Year during the Term and the Gross Revenue Fee is due in arrears on or before November 1 of each Permit Year during the Term (collectively referred to hereinafter as the "Annual Payment"). The Annual Rent check and the Gross Revenue Fee check shall each be made payable to "City Treasurer" and delivered to the Office of the City Treasurer, 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 122289
San Diego, California 92112-4165

PERMITTEE shall include CITY'S customer account number for PERMITTEE on each of the checks used for the Annual Payment so CITY can apply the Annual Payment to the appropriate account. The place of payment may be changed at any time by CITY upon thirty (30) calendar days written notice to PERMITTEE. Mailed Annual Payments shall be deemed paid upon the date the payments are postmarked by the postal authorities. If a postmark is illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. PERMITTEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 6.2. Delinquent Payments. If PERMITTEE fails to pay the Annual Payment when due, PERMITTEE shall pay, in addition to the unpaid Annual Payment, five percent (5%) of the delinquent Annual Payment. If any portion of the Annual Payment is still unpaid fifteen (15) calendar days after the first day of the Permit Year, PERMITTEE shall pay an additional five percent (5%), for a total of ten percent (10%) of the delinquent Annual Payment, 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 Annual Rent or the Gross Revenue Fee be less than \$250 (two hundred fifty dollars). 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.
- 6.3. Financial Records. PERMITTEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all Gross Revenue, as well as any taxes, levies, fees, retail discounts, promotions, non-collectable amounts, refunds, rebates, and non-operating revenues, which are exempted from Gross Revenue under Section 1.4 of this Permit. PERMITTEE shall make all such financial records available to CITY for inspection at a reasonable location and time so that CITY can determine PERMITTEE'S compliance with this

Permit. PERMITTEE shall maintain all such financial records for a minimum period of five (5) years past the expiration or earlier revocation or termination of this Permit. This section shall survive the expiration or earlier revocation or termination of this Permit.

7. INSURANCE.

- 7.1. Prerequisites to PERMITTEE'S Operations. Prior to PERMITTEE'S Operations, PERMITTEE shall complete each of the following:
 - 7.1.1. PERMITTEE shall obtain a Commercial General Liability insurance policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least \$2,000,000 (two million dollars) per occurrence, subject to an annual aggregate of \$4,000,000 (four million dollars), and deliver to CITY's Real Estate Assets Department ("READ") a certificate of such insurance currently in effect;
 - 7.1.2. PERMITTEE shall obtain an All-Risk Property insurance policy providing coverage for all of PERMITTEE'S insurable property within the Permit Area in an amount to cover one hundred percent (100%) of the replacement cost, and deliver to READ a certificate of such insurance currently in effect;
 - 7.1.3. PERMITTEE shall obtain a separate endorsement(s) [CG2010 (11/85) or CG20 26 11 85], naming "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds in each of PERMITTEE'S liability policies, and deliver to READ a copy of such endorsement(s); and
 - 7.1.4. Each of the insurance policies described above shall be primary and noncontributory to any coverage carried or maintained by CITY.
- 7.2. Qualified Insurer(s). All insurance required under this Permit shall be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. CITY may accept non-admitted surplus lines insurers, provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- 7.3. Deductibles and Retentions. All deductibles and self-insured retentions on any insurance policy of PERMITTEE required under this Permit shall be the sole responsibility of PERMITTEE.
- 7.4. Continuity of Coverage. Each insurance policy required under this Permit shall be in effect prior to PERMITTEE'S Operations, except that "course of construction fire insurance/builders risk" 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. PERMITTEE shall keep in force each of

the insurance policies required under this Permit throughout the Term and any extended use, without lapse. When a new insurance policy is obtained, or when an insurance policy is renewed or extended, PERMITTEE shall deliver to CITY, within fifteen (15) calendar days thereafter, a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.

- 7.5. Modification. To assure protection from and against the kind and extent of risk existing in the Permit Area, CITY, in its sole discretion, may require the reasonable revision of amounts and coverage, at any time during the Term, by giving PERMITTEE thirty (30) calendar days written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements constructed by PERMITTEE, in order to meet the requirements of this Permit.
- 7.6. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons within the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.7. Failure to Comply. If PERMITTEE fails or refuses to obtain or maintain any of the insurance required under this Permit, or fails to provide proof of such insurance, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums, stating the amount paid, the name of each insurer, and the rate of interest. PERMITTEE shall pay such reimbursement and interest on the first day of the month following CITY'S notice.

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, whether apparent or latent, 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. PERMITTEE has been given the opportunity to investigate the Permit Area for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. PERMITTEE shall notify CITY if PERMITTEE'S investigations indicate the presence of any Hazardous Substances in the Permit Area. PERMITTEE waives any claims against CITY which may result from the presence of Hazardous Substances on or within the Permit Area.

10. DEVELOPMENT OF SITES.

PERMITTEE shall not develop any Site in the Permit Area unless and until this Permit has been executed (or if applicable, amended) by the Parties and approved by the San Diego City Attorney to include the Site(s) in Exhibits A and B of this Permit. PERMITTEE shall develop each Site in the Permit Area in accordance with its respective site plans (PERMITTEE'S standard drawings) approved by CITY'S Development Services Department (or other CITY department, as appropriate), attached hereto as Exhibit B as updated from time to time. CITY may, in its sole discretion, authorize changes to such plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with READ.

11. IMPROVEMENTS AND ALTERATIONS.

PERMITTEE shall not construct any improvements, structures, or installations in the Permit Area, or make any alterations to the Permit Area (with the exception of necessary maintenance and/or repairs) without CITY'S prior written consent, which consent shall be in City's sole discretion. PERMITTEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations in the Permit Area without CITY'S prior written consent, which consent shall be in City's sole discretion. CITY shall not be obligated by this Permit to make, or assume any expense for, any improvements or alterations.

- 11.1. Upgrading. If changes in technology occur during the Term that require PERMITTEE to upgrade the Communications Equipment within the Permit Area, PERMITTEE may perform such upgrading, provided that: (1) PERMITTEE obtains CITY'S prior written consent, which consent shall be in City's sole discretion; (2) the upgrading does not damage or interfere with any adjacent improvements in the Permit Area; and (3) the upgrading complies with the requirements set forth in Exhibit C.
- 11.2. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations in the Permit Area, PERMITTEE shall inform permitting authorities, in writing, that the Permit Area is CITY-owned property.
- 11.3. Repair and Restoration. These provisions shall not relieve PERMITTEE of any obligation under this Permit to maintain the Permit Area in a decent, safe, healthy, and sanitary condition, as required in Section 18 of this Permit.

12. COMPETENT MANAGEMENT.

Throughout the Term, PERMITTEE shall provide competent management of the Permit Area for the Permit Use to the reasonable satisfaction of CITY. For the purposes of this section, “competent management” shall mean demonstrated ability in the management and operation of wireless communication facilities and related activities in a responsible manner and in accordance with industry standards.

13. COMPLIANCE WITH LAWS AND POLICIES.

13.1. General. PERMITTEE’S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments, at PERMITTEE’S sole cost and expense. PERMITTEE shall comply with any and all notices issued by CITY under the authority of all laws, statutes, ordinances, or regulations.

13.2. Nondiscrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE’S Operations, including, without limitation, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

13.3. Equal Opportunity Contracting Program. PERMITTEE shall comply with City Council Ordinance No. 18173 (San Diego Municipal Code sections 22.2701 through 22.2708, as amended), Equal Employment Opportunity Outreach Program (“EEOOP”), a copy of which is on file in the Office of the City Clerk and incorporated herein by this reference. PERMITTEE, and PERMITTEE’S sublicensees, contractors, and subcontractors, shall be individually responsible for abiding by the EEOOP. PERMITTEE shall comply with each of the following: Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086, as well as the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. PERMITTEE shall not discriminate against any employee or applicant for employment on any basis prohibited by law. On or before the Effective Date, PERMITTEE shall submit a current “Work Force Report” or a current Equal Employment Opportunity (“EEO”) Plan, as required by Section 22.2705 of the San Diego Municipal Code, which set forth the actions that PERMITTEE will take to achieve CITY’S commitment to equal employment opportunities. PERMITTEE shall insert the foregoing provisions in all sublicenses, contracts, and subcontracts for any work covered by this Permit, so that the provisions will be binding upon each sublicensee, contractor, and subcontractor.

13.3.1. CITY Monitoring. Compliance with EEO provisions will be implemented, monitored, and reviewed by CITY’S Equal Opportunity Contracting Program staff. PERMITTEE’S failure to comply with the above requirements and/or submittal of false information in response to such requirements may result in

termination of this Permit and debarment from participating in CITY contracts for a period of not less than one (1) year.

- 13.4. Local Business and Employment. PERMITTEE acknowledges that CITY promotes employment and business opportunities for local residents and firms in all CITY contracts. To the extent legally possible, PERMITTEE shall solicit local residents and firms for employment applications, contract bids, and proposals related to this Permit. PERMITTEE shall hire qualified local residents and firms whenever feasible.
- 13.5. CITY Employee Participation Policy. CITY may, in its sole discretion, terminate this Permit immediately if PERMITTEE employs an individual who, within the twelve (12) months immediately preceding employment, did, in their capacity as a CITY officer or employee, participate in negotiations with, or otherwise have an influence on, the recommendation made to the City Council in connection with the selection of PERMITTEE. These provisions shall not apply to members of the City Council.
- 13.6. Drug-Free Workplace. PERMITTEE shall abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - 13.6.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited within the Permit Area and specifying the actions that will be taken against employees for violations of the prohibition;
 - 13.6.2. Establish a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. PERMITTEE'S policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations; and
 - 13.6.3. PERMITTEE shall include in each of its sublicenses, contracts, and subcontracts (related to this Permit) language obligating each sublicensee, contractor, or subcontractor to comply with the provisions of this section to maintain a drug-free workplace. PERMITTEE, and each of its sublicensees, contractors, or subcontractors shall be individually responsible for their own drug-free workplace.
- 13.7. Disabled Access. PERMITTEE shall, at all times during PERMITTEE'S Operations, comply with each of the following: the 1990 Americans with Disabilities Act; Title 24 of the California Code of Regulations (i.e., the California Building Standards Code);

and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of persons with disabilities.

- 13.8. Water Quality Assurances. PERMITTEE shall comply with CITY'S Storm Water Management and Discharge Control Ordinance ("Ordinance"), codified in San Diego Municipal Code sections 43.0301 et seq., and employ "Best Management Practices," including a "Storm Water Pollution Prevention Plan" (as those terms are defined in the Ordinance), hereinafter collectively referred to as the "Prevention Plan," as approved by CITY under its Stormwater Management Program. Within thirty (30) calendar days after the Effective Date, PERMITTEE shall submit a Prevention Plan satisfactory to CITY that will control erosion and reduce the amount of "Pollutants" (as defined in the Ordinance) and other sediments discharged from the Permit Area. CITY may review the Prevention Plan periodically. Within thirty (30) calendar days after written notice from CITY requesting an update of the Prevention Plan, PERMITTEE shall submit an updated Prevention Plan satisfactory to CITY. PERMITTEE shall implement all changes to the Prevention Plan as required by CITY, to ensure compliance with all applicable laws, ordinances, and regulations. PERMITTEE shall inform its employees, sublicensees, contractors, subcontractors, agents, and vendors of the Prevention Plan and ensure their compliance therewith.

14. TELECOMMUNICATIONS PROVISIONS.

- 14.1. Entire Installation. PERMITTEE warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation at each Site within the Permit Area. PERMITTEE shall update Exhibit B from time to time as any changes to the Communications Equipment are made, or within thirty (30) calendar days after CITY'S demand for such an update.
- 14.2. Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any portion of the Permit Area 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 portion of the Permit Area discovered by PERMITTEE to exceed these federally mandated limits. PERMITTEE shall not hold CITY responsible for radiation levels found to exceed these limits. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any equipment installed within the Permit Area may, at times, require shutdown to allow maintenance on antenna structures. PERMITTEE shall allow shutdown periods when required for this maintenance, provided CITY shall use reasonable efforts to ensure that these shutdowns do not occur during peak hours of operation. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is a primary concern. Any areas in which these employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. PERMITTEE shall provide CITY with written shutdown

procedures, contact names, and telephone numbers. PERMITTEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days prior to such a change.

- 14.3. Radio Frequency Interference. PERMITTEE warrants that all Communications Equipment installations, modifications, operation, and maintenance will not result in degraded performance or RF interference to any existing authorized uses within the Permit Area by fulfilling the requirements of Exhibit C, which may be updated from time to time in CITY'S sole discretion.
- 14.4. Industry Standards. PERMITTEE shall perform all Communications Equipment installations, modifications, operation, and maintenance 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, installations on CITY property shall comply with the following supplemental requirements:
 - 14.4.1. PERMITTEE shall remove all of its trash and debris from the Permit Area at the end of each workday and on completion of each project;
 - 14.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements; and
 - 14.4.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to any other user within the Permit Area.
- 14.5. Collocation. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) within the Permit Area without CITY'S prior written consent.
- 14.6. Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not unreasonably interfere with CITY operations or public use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs on or 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 the Permit Use. PERMITTEE shall keep the Permit Area clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Permit Area is damaged by any cause that puts the Permit Area into a condition which is not decent, safe, healthy, and 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.

16. HAZARDOUS SUBSTANCES.

PERMITTEE shall not allow the installation or release of Hazardous Substances in, on, under, or from the Permit Area. PERMITTEE and PERMITTEE'S agents, sublicensees, contractors, and subcontractors shall not store, utilize, or sell any Hazardous Substance in the Permit Area without CITY'S prior written consent, which consent shall be in City's sole discretion. For the purpose of this section, a release shall include, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of Hazardous Substances. A copy of the current EPA and State of California lists is on file in the Office of the City Clerk as Document No. 769704 and, by this reference, is incorporated into this Permit.

- 16.1. Remediation. If PERMITTEE'S Operations result in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.2. Indemnification. 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 Operations, including, without limitation, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
- 16.3. Notice of Release. If PERMITTEE knows, or has reasonable cause to believe, that a Hazardous Substance has been released in, on, under, or from the Permit Area, PERMITTEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) calendar days of receipt of the knowledge or cause for belief. If PERMITTEE knows, or has reasonable cause to believe, that such substance is an imminent and substantial danger to public health and/or safety, PERMITTEE may take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received, environmental action initiated, or private suit filed that is related to the Permit Area.
- 16.4. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S Operations resulted in any Hazardous Substance being released in, on, under, or from the Permit Area, CITY may cause an environmental assessment of the Permit 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 Operations in, on, under, or from

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, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment, such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.

17. SIGNS.

PERMITTEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising within the Permit Area without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found within the Permit Area, PERMITTEE shall remove the item, at PERMITTEE'S sole cost and expense, upon forty-eight (48) hours notice by CITY, or CITY may then enter the Permit Area and remove the item at PERMITTEE'S sole cost and expense. PERMITTEE shall post a clearly marked sign at each Site within the Permit Area indicating PERMITTEE'S name and emergency telephone number.

18. MAINTENANCE OF PERMIT AREA.

PERMITTEE shall, at its sole cost and expense, continuously maintain the Permit Area throughout the Term. In doing so, PERMITTEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Permit Area in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of CITY, in conformance with the depiction of the Permit Area set forth in Exhibit A, the approved site plans set forth in Exhibit B, and in compliance with all applicable codes and standards of CITY, state, and federal agencies.

18.1. CITY Maintenance. CITY reserves the right to perform any needed maintenance within the Permit Area at any time, including, but not limited to, the replacement of light bulbs on a Street Light Pole and/or Traffic Signal. If CITY performs such maintenance, CITY shall provide PERMITTEE with at least forty-eight (48) hours notice prior to commencing the work (except in the event of an emergency, in which case, no prior notice shall be required, but CITY shall give PERMITTEE notice as soon as reasonably possible thereafter), and PERMITTEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance within the Permit Area.

18.2. Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit D, including the requirement to notify the

other party, in writing, of any changes to its emergency contacts and telephone numbers.

19. ENTRY AND INSPECTION.

CITY may, at any time, enter the Permit Area for the purpose of viewing and ascertaining the condition of the Permit Area, or to protect CITY'S interest in the Permit Area, or to inspect the operations conducted within the Permit Area. If CITY'S entry or inspection discloses that the Permit Area is not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to PERMITTEE, have any necessary maintenance work done in order to keep the Permit Area in a decent, safe, healthy, and sanitary condition, all at PERMITTEE'S sole cost and expense, and PERMITTEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that the Permit Area is not in a decent, safe, healthy, and sanitary condition, CITY may, in its sole discretion, without additional notice, require PERMITTEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY'S opinion, to correct the unsatisfactory condition. PERMITTEE shall pay all costs associated with the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Permit.

20. UTILITIES.

PERMITTEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with PERMITTEE'S Operations. All utilities shall be installed underground and shall be used for PERMITTEE'S Operations only.

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 not permit any encumbrance related to PERMITTEE'S Operations. CITY may, in its sole discretion, consent to such an encumbrance if exclusively related to PERMITTEE'S development of the Permit Area. If an encumbrance is placed on the Permit Area or any portion of the Permit Area, PERMITTEE shall diligently seek and obtain, at its sole cost and expense, the removal of the encumbrance as soon as possible upon completion of the development, if the encumbrance was authorized by CITY, or, if unauthorized, immediately upon CITY'S demand.

23.1. Liens. PERMITTEE shall, at all times, protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with PERMITTEE'S Operations, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If PERMITTEE'S Operations result in a lien or notice of lien being filed against the Permit Area, PERMITTEE shall, within ten (10) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

24. ASSIGNMENT AND SUBLICENSING.

24.1. Assignment.

24.1.1. For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this Permit by PERMITTEE or by any partners, principals, or controlling shareholders of PERMITTEE, and, if PERMITTEE is other than a natural person, the transfer of a controlling interest in PERMITTEE or any of PERMITTEE'S general partners, principals, or controlling shareholders.

24.1.2. PERMITTEE shall not assign this Permit, or any interest in this Permit, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. However, if the Assignment is to a parent, subsidiary, or other affiliate of PERMITTEE, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of PERMITTEE'S stock or assets, and such parent, subsidiary, affiliate, successor-in-interest, or entity is of the same or greater financial soundness as PERMITTEE to perform all of PERMITTEE'S obligations under this Permit, PERMITTEE shall provide written notice to CITY of the Assignment and sufficient documentation demonstrating the financial soundness of the assignee no less than thirty (30) calendar days prior to the effective date of the Assignment, and only in such instance, shall CITY'S prior written consent

for the Assignment not be required. Notwithstanding the foregoing, PERMITTEE shall not, under any circumstances, assign this Permit, or any interest in this Permit, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.

- 24.1.3. CITY'S consent to any Assignment pursuant to Section 24.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Permit which are applicable to the rights acquired. CITY may further require that this Permit be revised to comply with then-current use and occupancy permit requirements.
- 24.1.4. PERMITTEE shall not permit any person (other than the employees, agents, contractors, guests, and/or sublicensees of PERMITTEE) to use or occupy the Permit Area, or any part of the Permit Area.
- 24.1.5. Consent by CITY to any Assignment of this Permit pursuant to Section 24.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
- 24.1.6. Neither this Permit nor any interest herein shall be assignable as to PERMITTEE'S interest herein by operation of law, without CITY'S prior written consent.
- 24.1.7. Any Assignment of this Permit, or any use or occupancy of the Permit Area by any other person, in violation of the foregoing provisions (Sections 24.1.1 through 24.1.6) shall be void and a default of this Permit.
- 24.2. Sublicensing. PERMITTEE may sublicense that portion of the Permit Area used for the Communications Equipment. PERMITTEE shall provide written notice to CITY of any such sublicensing not less than thirty (30) calendar days prior the effective date of any such sublicense.
 - 24.2.1. Any sublicense of this Permit shall require the sublicensee to assume the rights and obligations sublicensed, and to keep and perform all covenants, conditions, and provisions of this Permit which are applicable to the rights acquired. CITY may further require that such sublicenses be revised to comply with then-current use and occupancy permit requirements.
- 24.3. Provisions Binding on Successors. Except as otherwise provided in this Permit, all of the terms, covenants, and conditions of this Permit shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

25. INDEMNIFICATION.

- 25.1. PERMITTEE'S Indemnity Obligation. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S Operations, and all costs and expenses of investigating and defending against same, including, without limitation, reasonable 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 active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents, and employees. 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.
- 25.2. CITY'S Indemnity Obligation. CITY shall protect, defend, indemnify, and hold PERMITTEE, its officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with CITY'S development, active use, or maintenance of the Permit Area, and all costs and expenses of investigating and defending against same, including, without limitation, reasonable attorney fees and costs; provided, however, that CITY'S duty to indemnify, defend, and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of PERMITTEE, its officers, representatives, agents, and employees.

26. OTHER GOVERNMENTAL ACTIONS.

By entering into this Permit, neither CITY nor the City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Permit Area. Discretionary action includes, but is not limited to, rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required for PERMITTEE'S Operations. PERMITTEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Permit Area, as may be necessary for PERMITTEE'S Operations.

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 on or within the Permit Area.

- 27.2. Use. CITY may grant and use easements or 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 at any time to develop or make repairs to municipal resources and services. However, if CITY unreasonably or substantially interferes with PERMITTEE'S use of the Permit Area, CITY shall reimburse PERMITTEE for physical damages, if any, to the Communications Equipment occasioned thereby. Such reimbursement may include a reduction in the Annual Rent proportionate to the amount of physical damage, as determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to the rights reserved herein.

28. REASSIGNMENT OF SPACE.

CITY may reassign PERMITTEE to an equivalent amount of space in a different location within the Permit Area, if and when reasonably necessary. PERMITTEE will, at the direction of CITY, relocate its Communications Equipment at PERMITTEE'S sole cost and expense. This section shall not apply to underground vault sites. PERMITTEE shall cooperate with CITY and its contractors during any such relocation or any renovation, repair, or other alteration of the Permit Area. CITY warrants that every effort will be made to ensure continuous, uninterrupted broadcast and/or receiving capability during any such activity.

29. REVOCATION AND TERMINATION.

29.1. Revocation by CITY.

29.1.1. Revocable License. This Permit is not a lease; it is a license to use CITY-owned property. As such, the Parties hereby acknowledge and agree that CITY, as the licensor, may revoke this Permit at will and at any time during the Term. However, CITY agrees that CITY will not exercise its right to revoke this Permit at will unless CITY determines, in its sole discretion, that either (i) PERMITTEE is in default of this Permit, the events of default being set forth in Section 29.1.2; or (ii) the Permit Use has become incompatible or inconsistent with park or recreation purposes within Balboa Park. Upon either event, CITY may thereafter, in its sole discretion, exercise its right to revoke this Permit at will and at any time during the Term. If CITY exercises its right to revoke this Permit, CITY will provide PERMITTEE written notice of the revocation, and upon PERMITTEE'S receipt of the notice, PERMITTEE shall immediately cease PERMITTEE'S Operations and remove PERMITTEE'S improvements and personal property from the Permit Area (pursuant to Section 30 of this Permit).

29.1.2. Events of Default. Each of the following shall constitute an event of default under this Permit:

- a. PERMITTEE'S failure to make any payment required under this Permit when due, if the failure continues for twenty (20) calendar days past due following written notice of the failure by CITY;
 - b. PERMITTEE'S breach of any of its obligations under this Permit, other than those requiring payment to CITY, and PERMITTEE either:
 - i. fails to cure the breach within thirty (30) calendar days following written notice from CITY; or,
 - ii. if such breach is not curable within thirty (30) calendar days following written notice from CITY, fails to immediately commence to cure the breach and to diligently pursue the cure to completion;
 - c. PERMITTEE voluntarily files any petition under any bankruptcy or insolvency act or law;
 - d. PERMITTEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) calendar days of filing;
 - e. PERMITTEE is adjudicated a bankrupt;
 - f. PERMITTEE makes a general assignment for the benefit of creditors; and
 - g. PERMITTEE uses the Permit Area for any unauthorized purpose.
- 29.2. Termination by PERMITTEE. PERMITTEE may terminate this Permit for any reason upon one hundred eighty (180) calendar days prior written notice to CITY. Upon PERMITTEE'S termination of this Permit, PERMITTEE shall immediately cease PERMITTEE'S Operations and remove PERMITTEE'S improvements and personal property from the Permit Area (pursuant to Section 30 of this Permit).
- 29.3. No Obligation. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of CITY'S revocation or PERMITTEE'S 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 PERMITTEE'S termination of this Permit.
- 29.4. 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.
- 29.5. 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 Annual Rent or Gross Revenue Fee shall not be a waiver of any default preceding such 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.

30. REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY.

- 30.1. Improvements. Upon expiration of this Permit (without the Parties' execution of a new permit for the Permit Area) or upon earlier revocation or termination of this Permit, any and all improvements, trade fixtures, structures, installations, and/or additions to the Permit Area constructed within the Permit Area by PERMITTEE or PERMITTEE'S sublicensees, contractors, or subcontractors shall be deemed to be part of the Permit Area and shall become CITY'S property free of all liens and claims. Notwithstanding the foregoing, CITY may, in its sole discretion and upon notice to PERMITTEE at revocation or termination or at any time prior to the expiration of the Term, elect not to assume ownership of all or any part of such improvements, trade fixtures, structures, installations, and/or additions. In that case, PERMITTEE shall, at PERMITTEE'S sole cost and expense, remove those improvements, trade fixtures, structures, installations, and/or additions identified by CITY as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or termination of this Permit. If any removal of such improvements, trade fixtures, structures, installations, and/or additions 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 improvements, trade fixtures, structures, installations, and/or additions identified by CITY, CITY may, at its option, remove them at PERMITTEE'S sole cost and expense.
- 30.2. Personal Property. Upon expiration of this Permit (without the Parties' execution of a new permit for the Permit Area) or upon earlier revocation or termination of this Permit, PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or 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. Any such items which PERMITTEE fails to remove shall be deemed abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove such items at PERMITTEE'S sole cost and expense.
- 30.3. CITY'S Right to Acquire. Notwithstanding the foregoing, if PERMITTEE elects to

dispose of any of its personal property used in connection with PERMITTEE'S Operations, then upon expiration or earlier revocation or termination of this Permit, CITY shall have the first right to acquire or purchase such personal property.

31. NOTICES.

Any notice required or permitted to be given under this Permit shall be in writing and may be served personally, sent by United States mail, postage prepaid, or sent by reliable overnight courier, addressed to the Parties as follows, or to any mortgagee, trustee, or beneficiary, as applicable, at the appropriate address designated, in writing, by the respective party:

If to PERMITTEE:

NextG Networks of California, Inc.
Attn: Contracts Manager
2216 O'Toole Avenue
San Jose, CA 95131
Phone: 408-954-1580

If to CITY:

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

If to CITY'S General Services Department, Communications Division:

City of San Diego
Attn: Communications Division
Central Operations
1220 Caminito Centro
San Diego, CA 92102

31.1. Address Changes. Any party entitled or required to receive notice under this Permit may, by like notice, designate a different address to which notices shall be sent.

31.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

32. MISCELLANEOUS PROVISIONS.

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

- 32.2. Entire Understanding. This Permit contains the entire understanding of the Parties. CITY and PERMITTEE agree that there is no other written or oral understanding between them with respect to PERMITTEE'S Operations. Each party has relied on its own examination of the Permit Area, advice from its own attorneys, and the warranties, representations, and covenants within the Permit itself. Each party agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Permit. The failure or refusal of any party to read this Permit or other documents, inspect the Permit Area, and obtain legal or other advice relevant to this transaction shall constitute a waiver of any objection, contention, or claim that might have been based on such actions.
- 32.3. 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.
- 32.4. Standard of Conduct. PERMITTEE and its employees shall, at all times, conduct themselves and PERMITTEE'S Operations in a creditable manner and in accordance with industry standards.
- 32.5. 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.
- 32.6. Unavoidable Delay. If the performance of any act required of CITY or PERMITTEE under this Permit is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. If CITY or PERMITTEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of that fact within ten (10) calendar days after the beginning of any such claimed delay.
- 32.7. CITY'S Consent or Approval. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of CITY'S City Manager or his designee ("City Manager"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the City Manager's discretion, unless otherwise expressly provided.
- 32.8. San Diego's Strong Mayor Form of Governance. All references to "City Manager" in this Permit (and all subsequent amendments to this Permit) shall be deemed to refer to the "Mayor or his designee." This section shall remain in effect for the duration CITY operates under the mayor-council (commonly referred to as "strong mayor") form of governance, pursuant to Article XV of the San Diego City Charter.

- 32.9. Permit Modifications. This Permit shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.
- 32.10. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of PERMITTEE'S service requests upon receipt of PERMITTEE'S payment of the applicable fee. The fee schedule, which is on file with the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.
- 32.11. Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier revocation or termination of this Permit shall survive such expiration, revocation, or termination.
- 32.12. Legal Proceedings. If one party brings an action or proceeding against the other party under this Permit, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including, without limitation, reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment. 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.
- 32.13. 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.
- 32.14. 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 that 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.

[The remainder of this page intentionally left blank.]

32.15. 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: 10/11/10

THE CITY OF SAN DIEGO, a California
municipal corporation

By [Signature]

(Print Name) James F. Barwick, CCIM

(Title) Director, Real Estate Assets

Date: 9/30/10

PERMITTEE: NextG Networks of California, Inc.,
a Delaware corporation

By [Signature]

(Print Name) Robert L. Delsman

(Title) SVP and General Counsel

ENVIRONMENTAL ANALYSIS SECTION:

Date: 10/13/2010

By Anna L. McPherson

(Print Name) Anna L. McPherson, AICP

(Title) Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 10.14.10

JAN I. GOLDSMITH, City Attorney

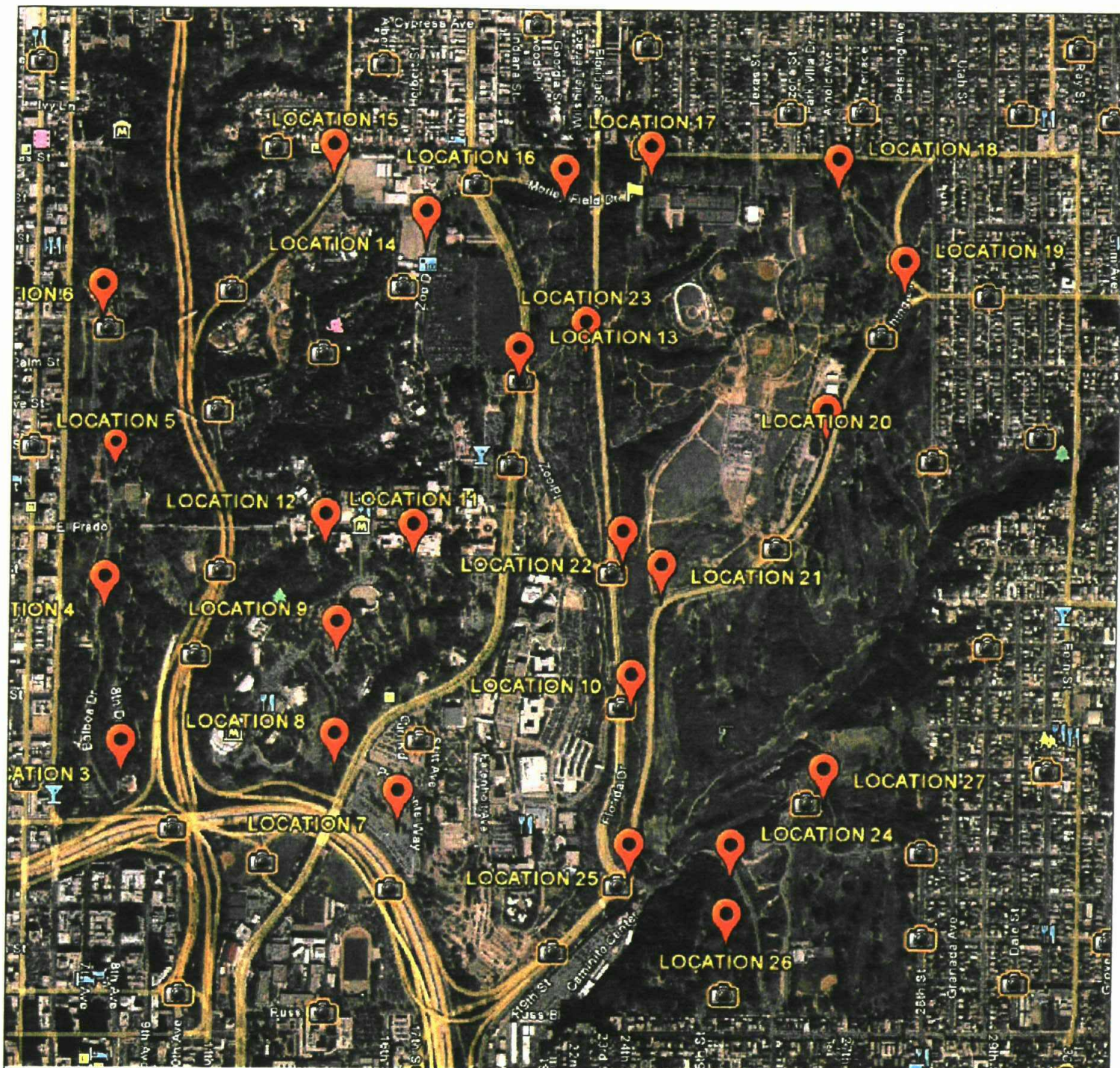
By [Signature]
Andrea C. Dixon
Deputy City Attorney

Approved as to Form
and Legal Sufficiency:

[Signature]
Signature/Initials

Date: 8-13-2010

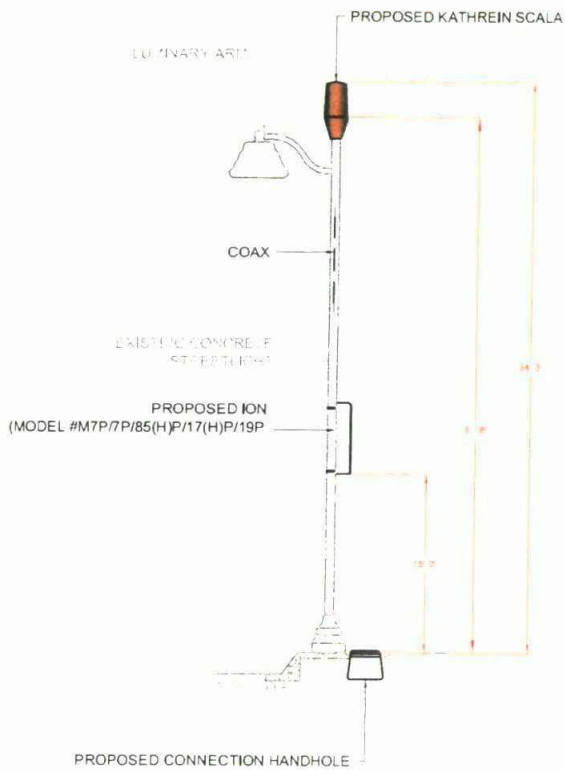
Exhibit A: Depiction of Permit Area



VICINITY MAP

Exhibit B: Site Plans and Communications Equipment for Each Site

LOCATION 3



STREETLIGHT TYPICAL

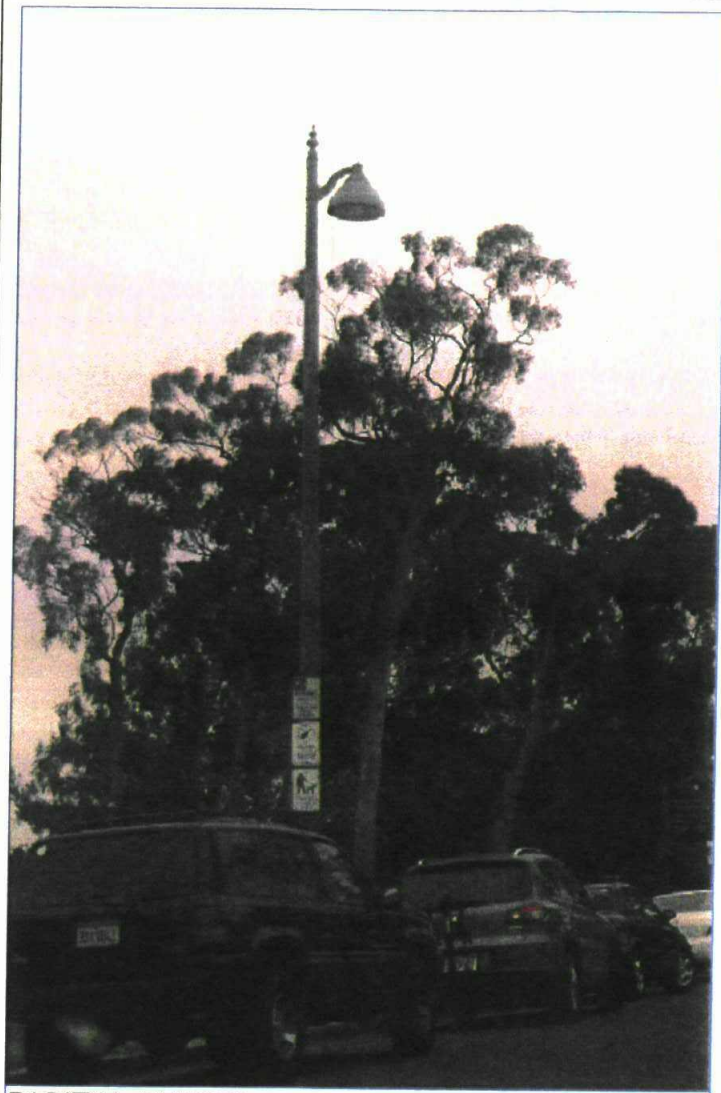
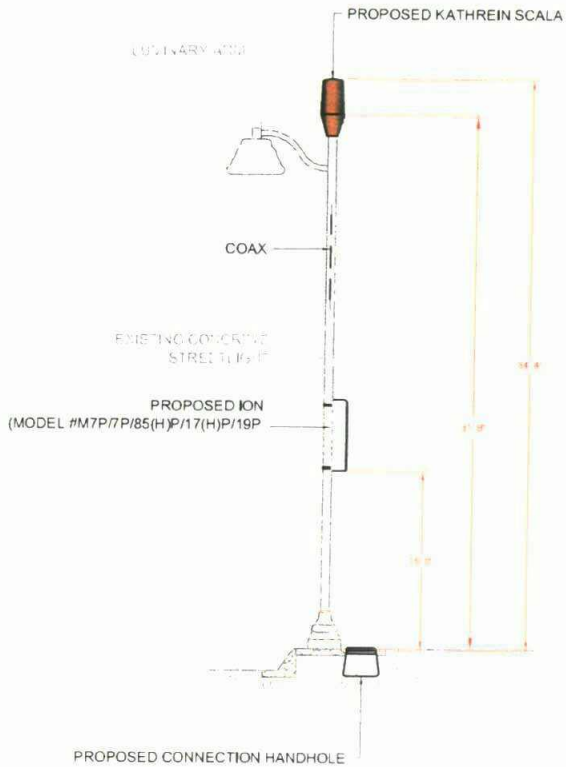
N.T.S.



DIGITAL PHOTO



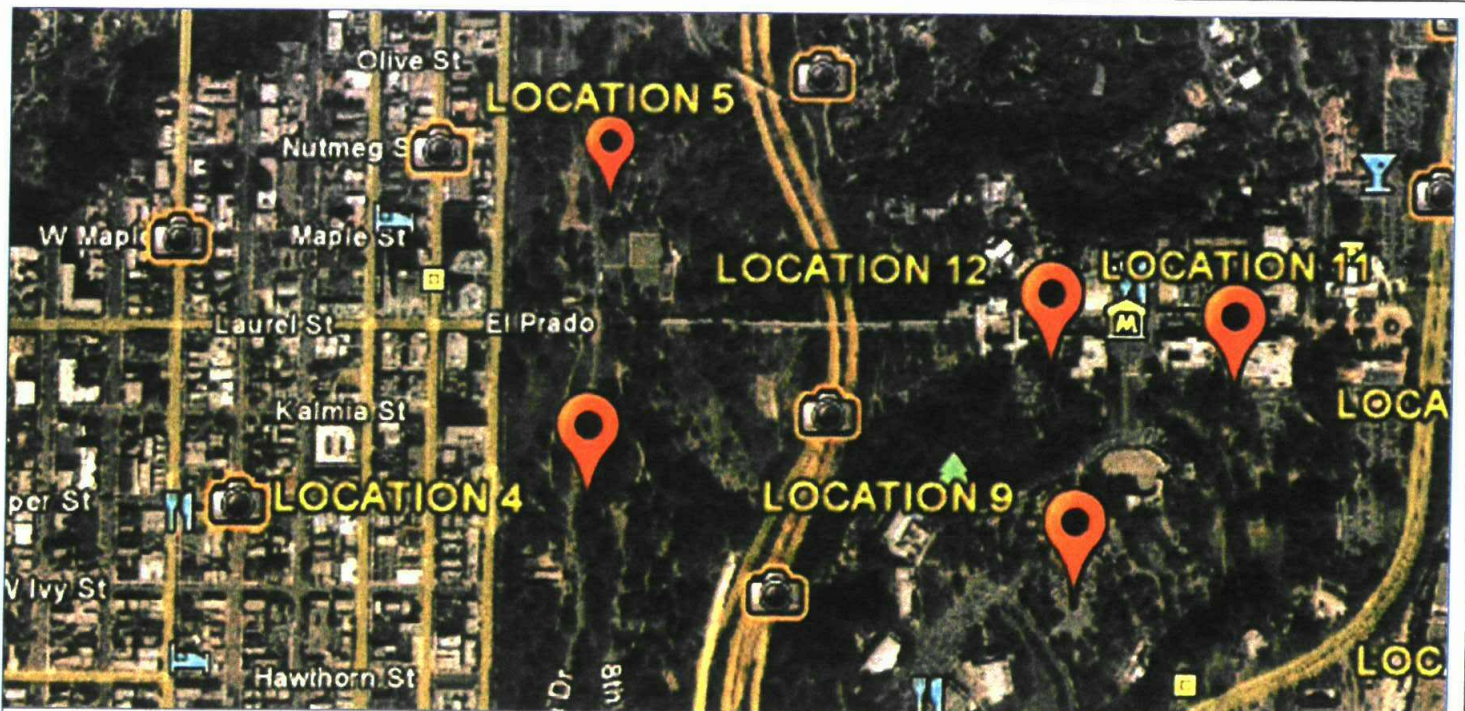
LOCATION 4



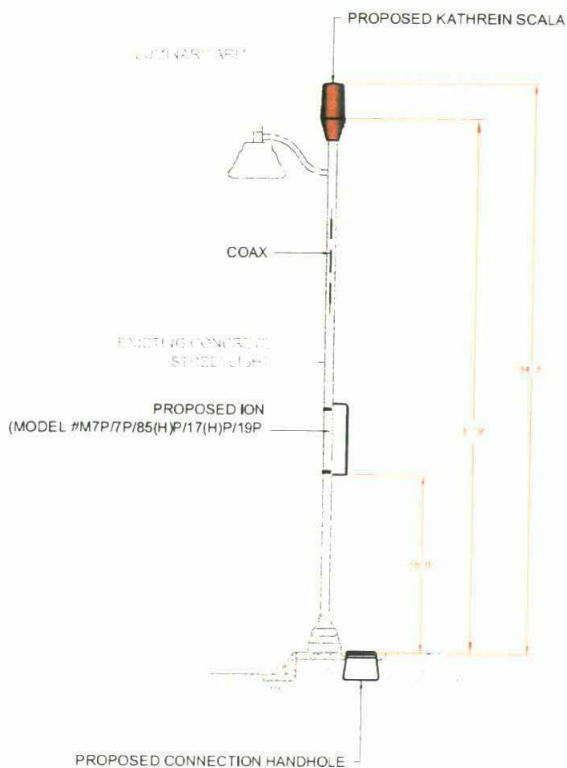
STREETLIGHT TYPICAL

N.T.S.

DIGITAL PHOTO



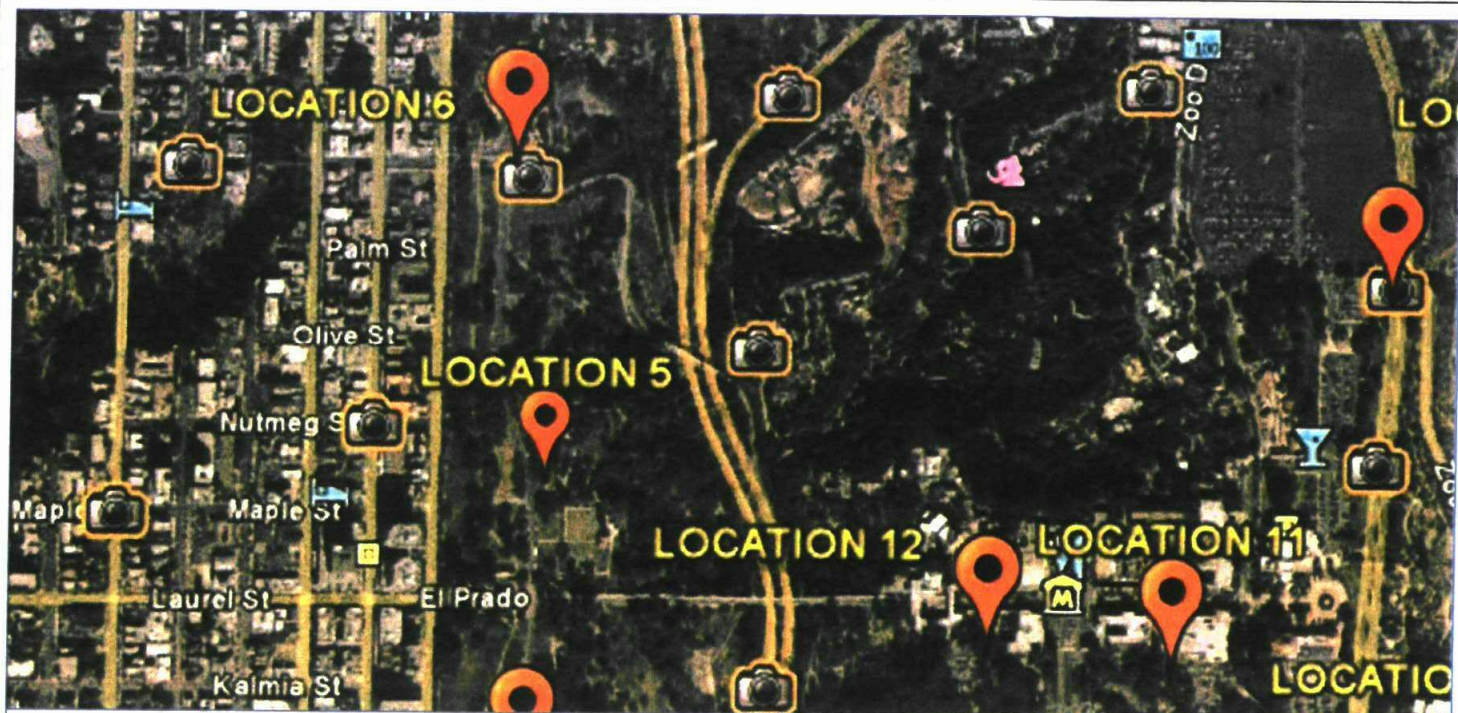
LOCATION 5



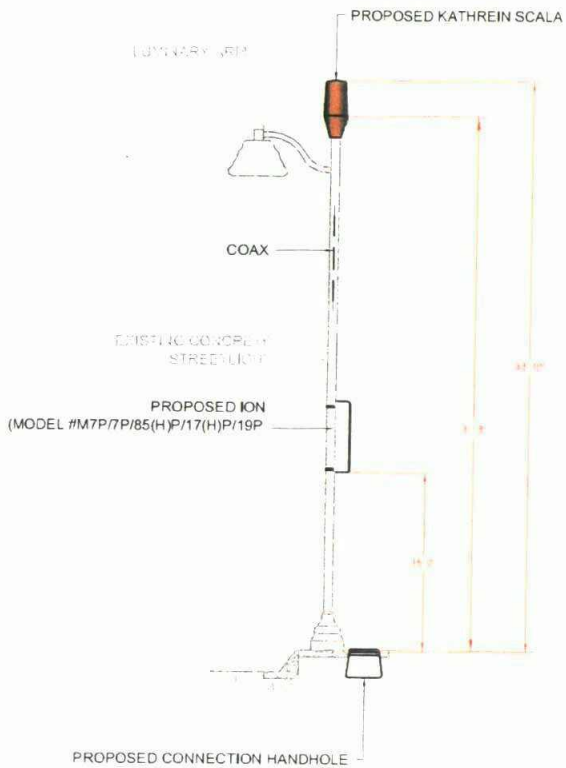
STREETLIGHT TYPICAL

N.T.S.

DIGITAL PHOTO

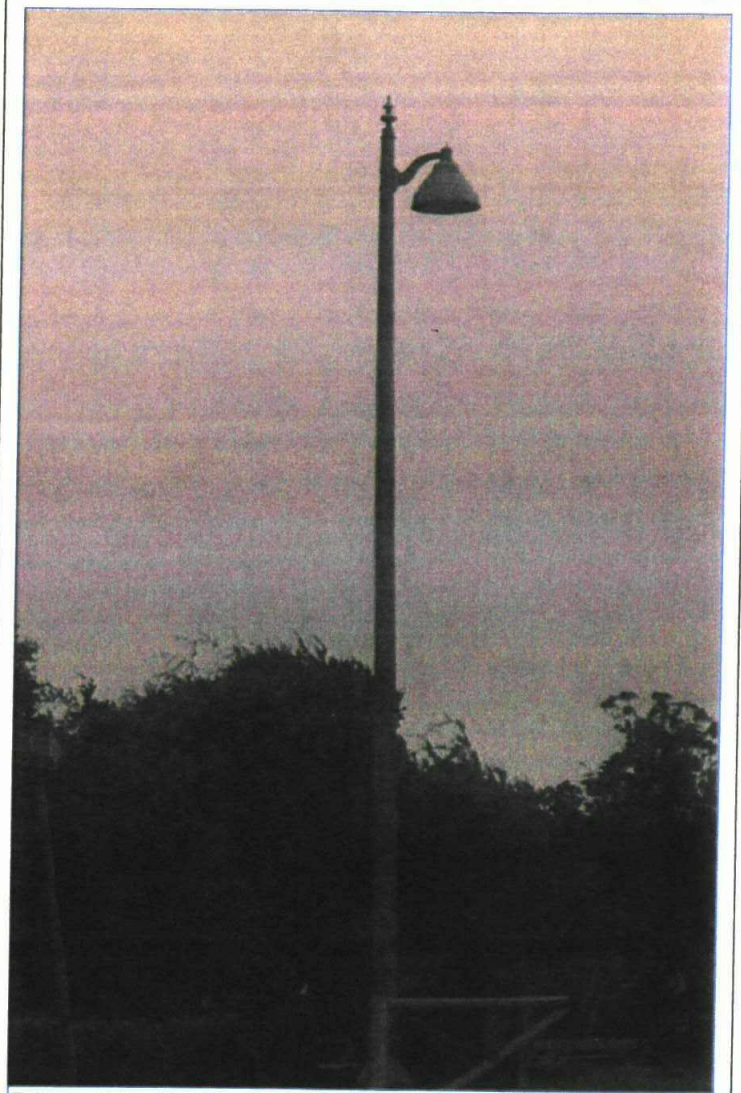


LOCATION 6

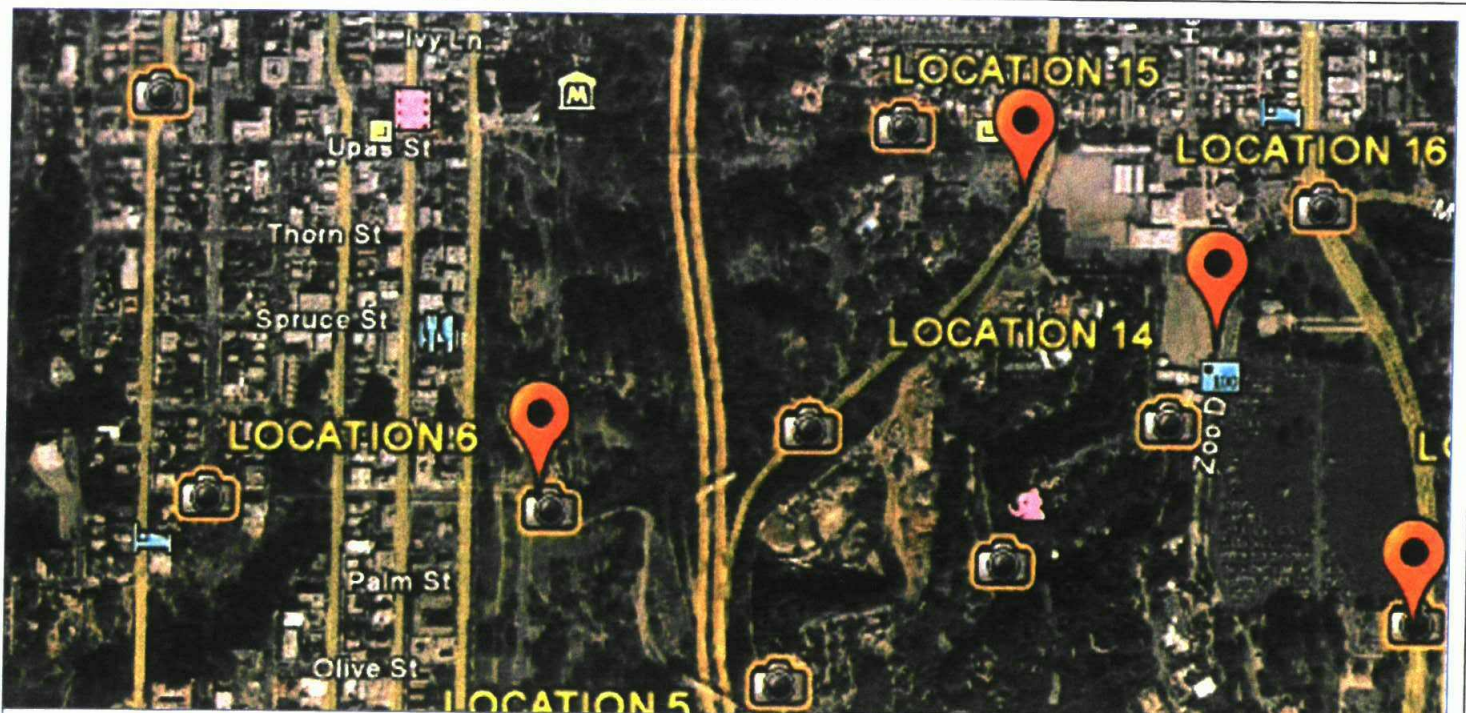


STREETLIGHT TYPICAL

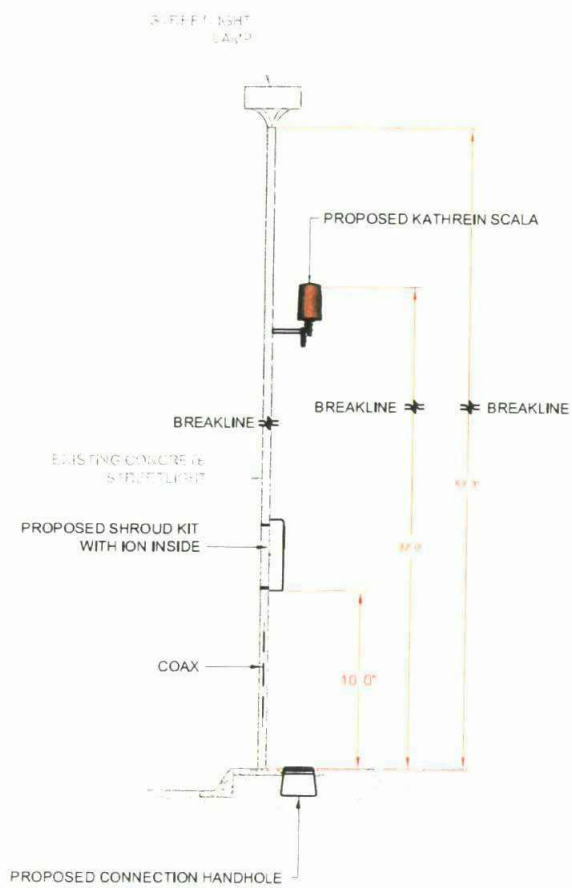
N.T.S.



DIGITAL PHOTO



LOCATION 7

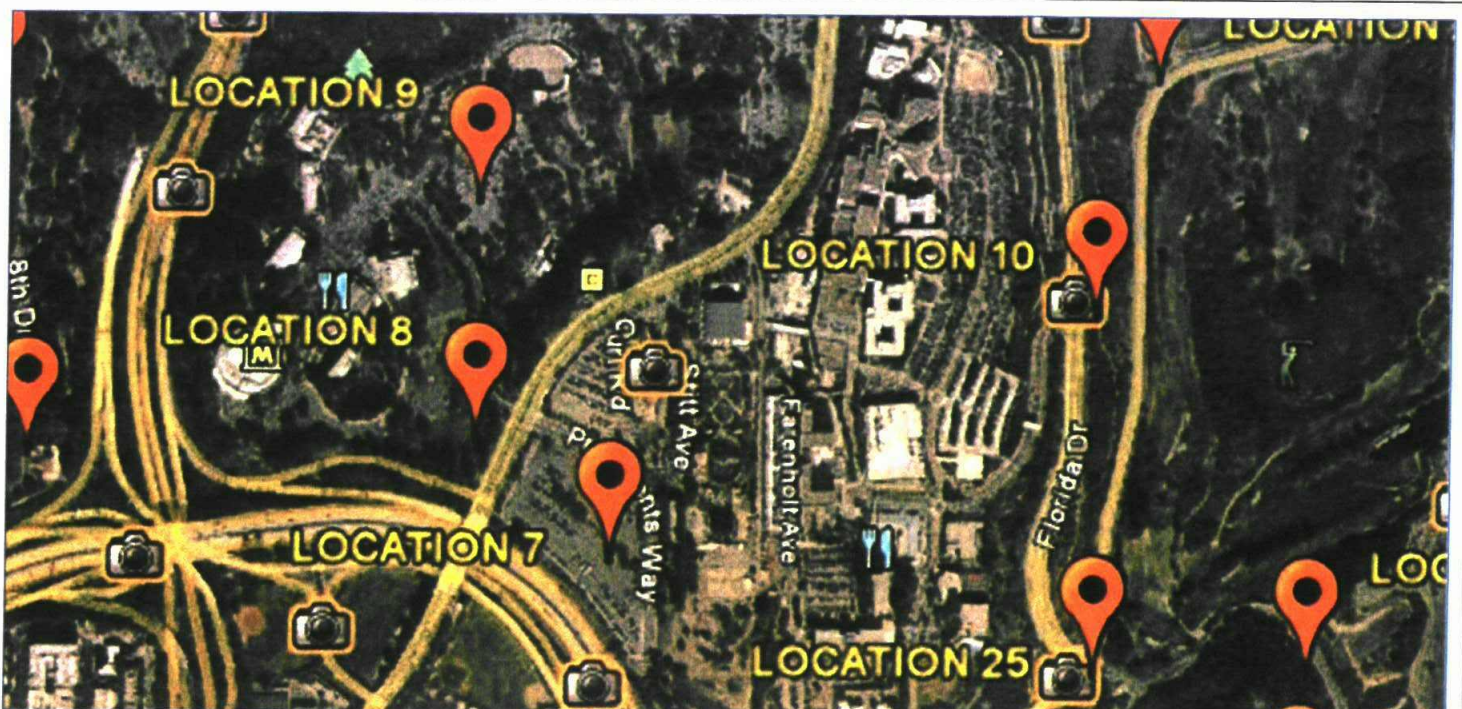


STREETLIGHT TYPICAL

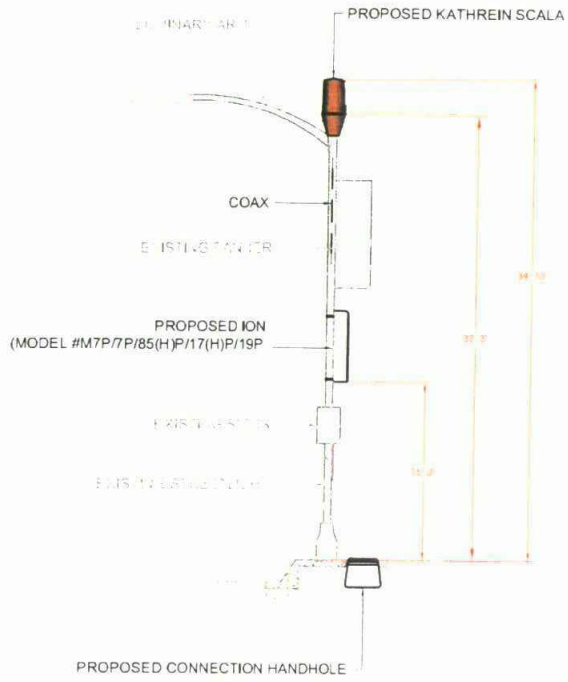
N.T.S.



DIGITAL PHOTO

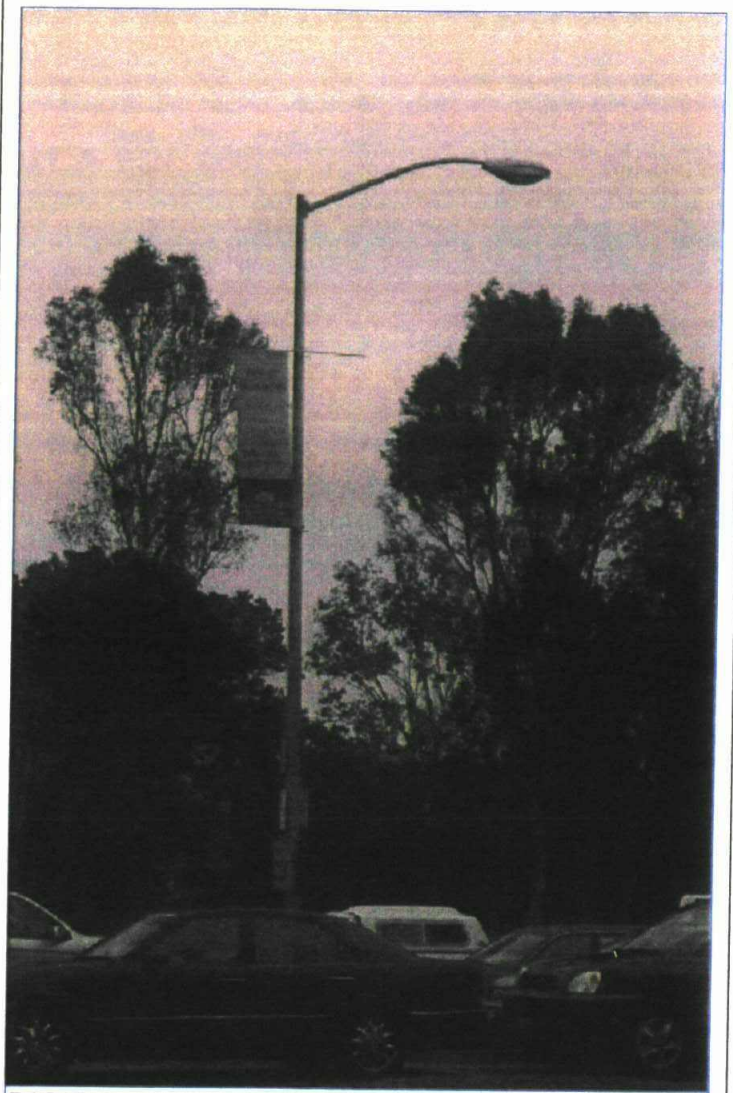


LOCATION 8

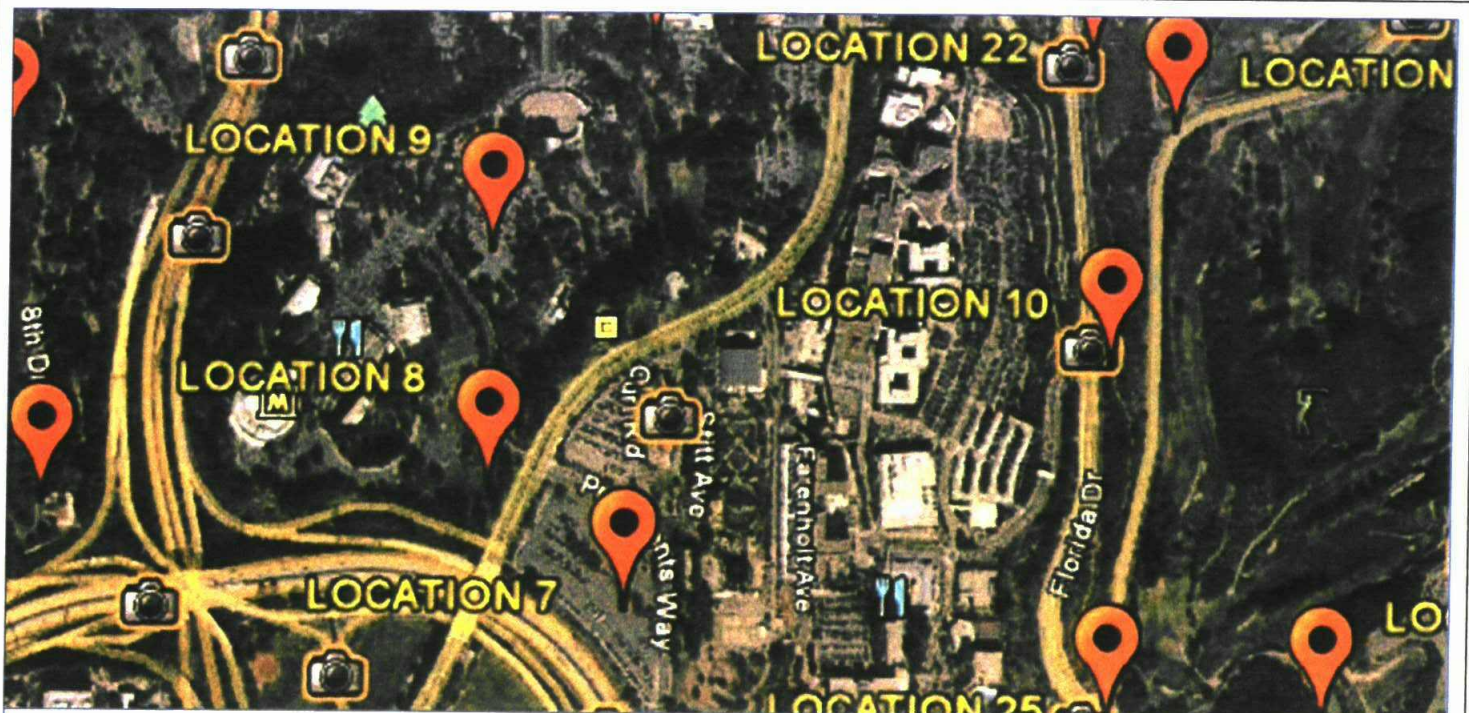


STREETLIGHT TYPICAL

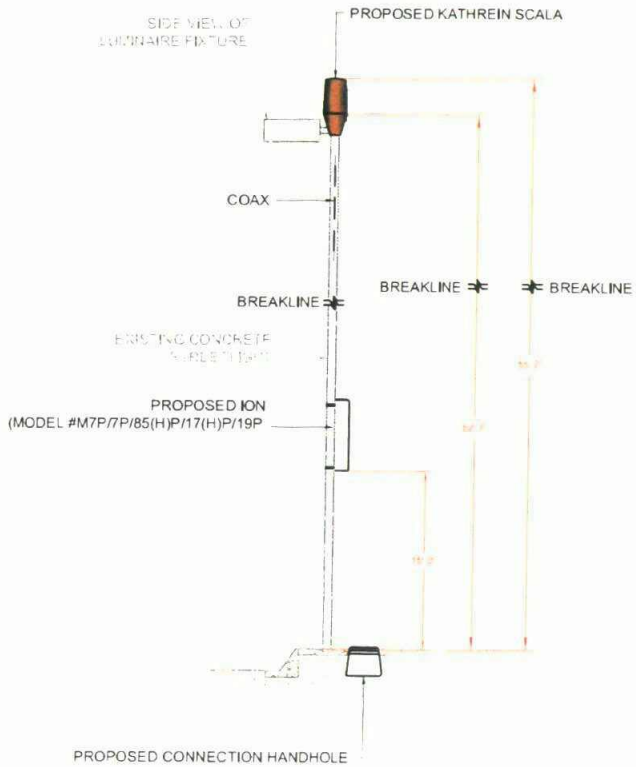
N.T.S.



DIGITAL PHOTO



LOCATION 9

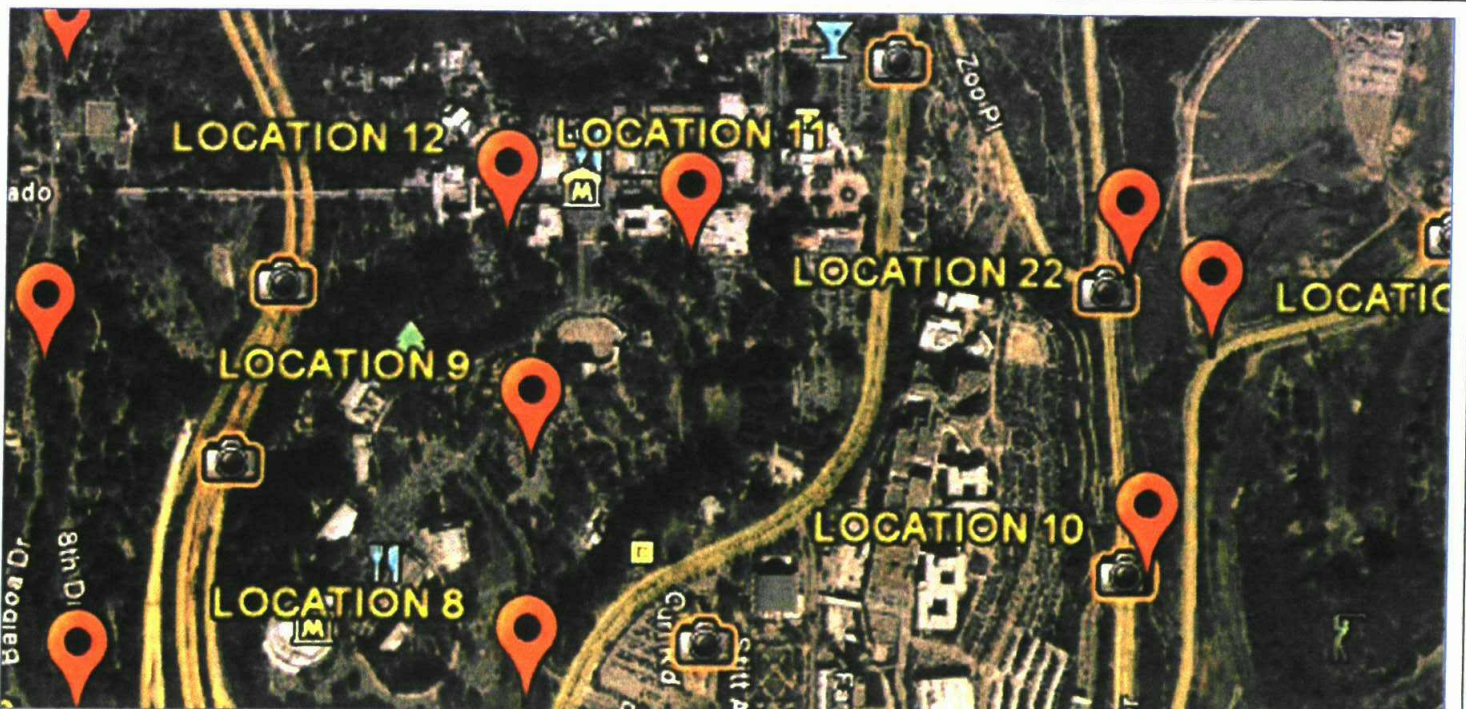


STREETLIGHT TYPICAL

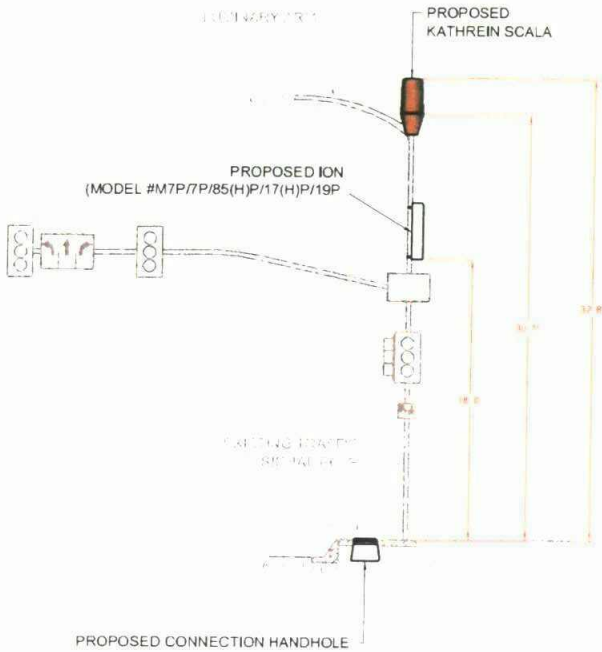
N.T.S.



DIGITAL PHOTO

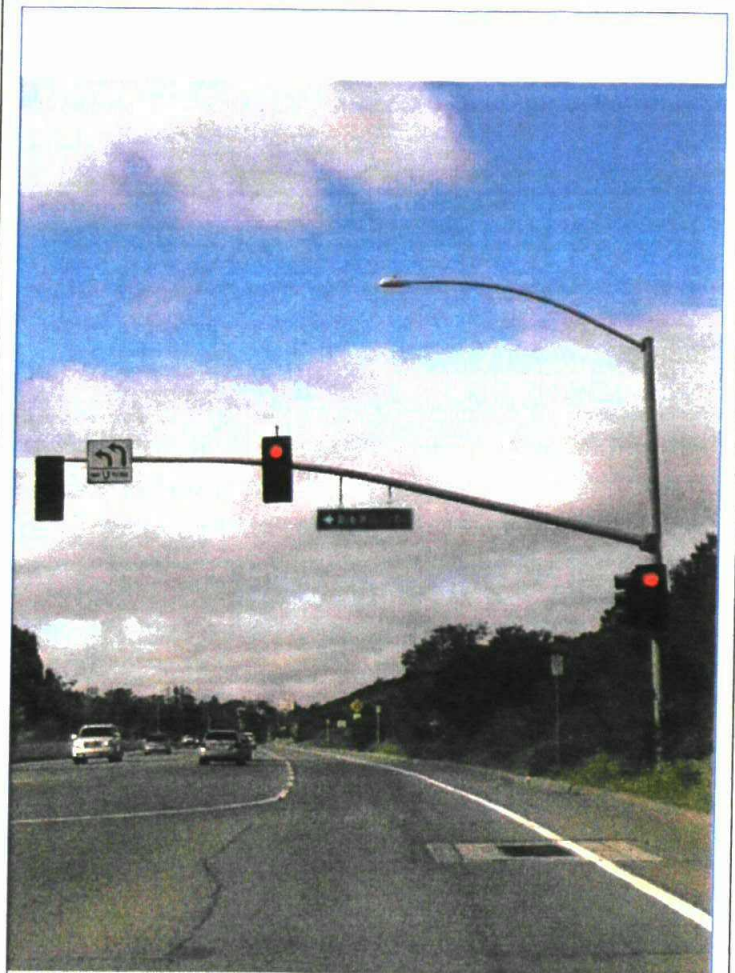


LOCATION 10

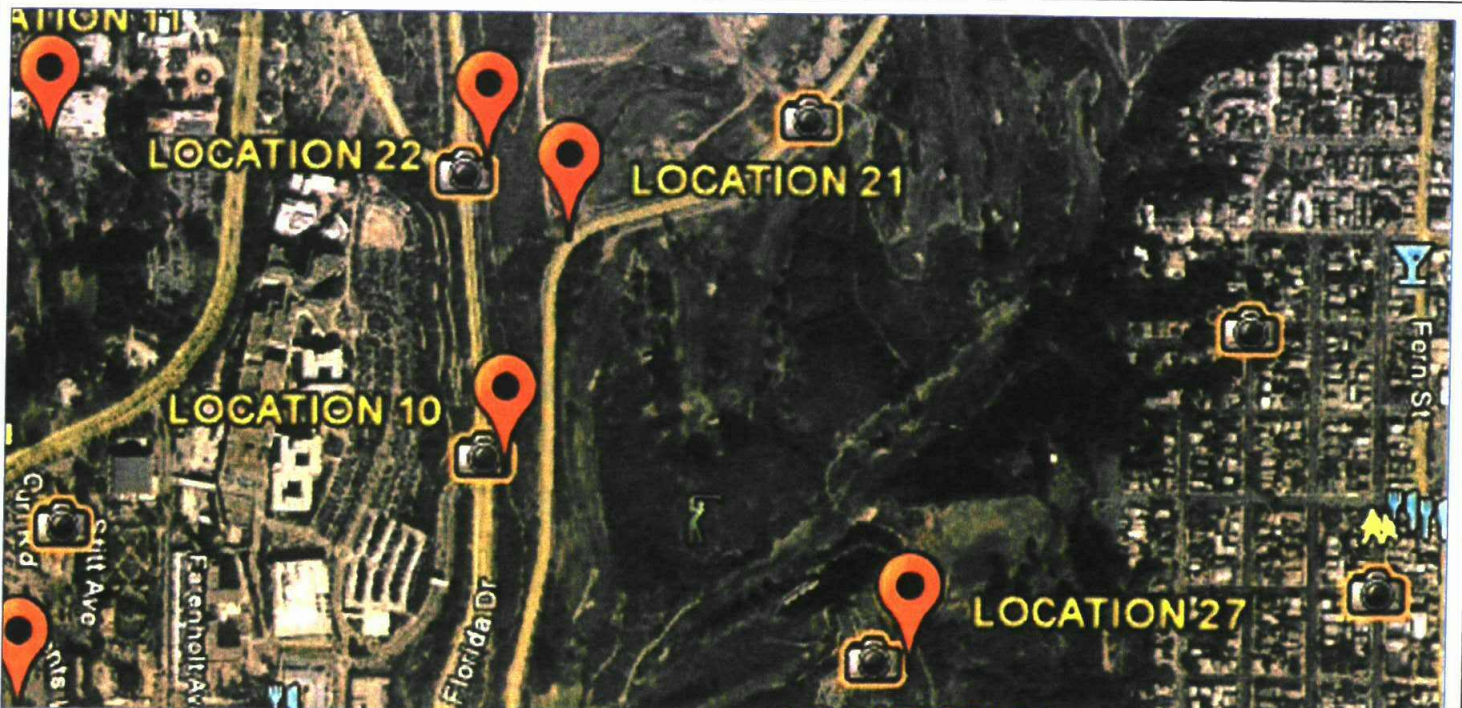


STREETLIGHT TYPICAL

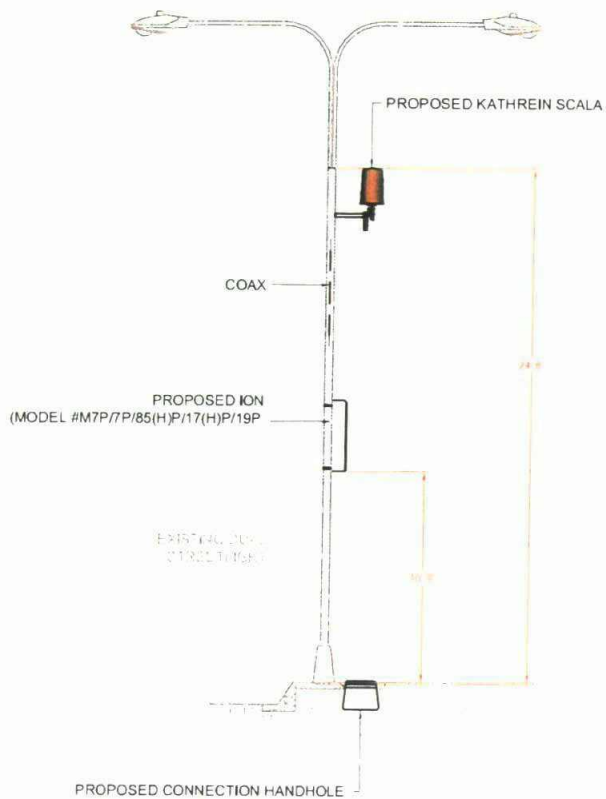
N.T.S.



DIGITAL PHOTO



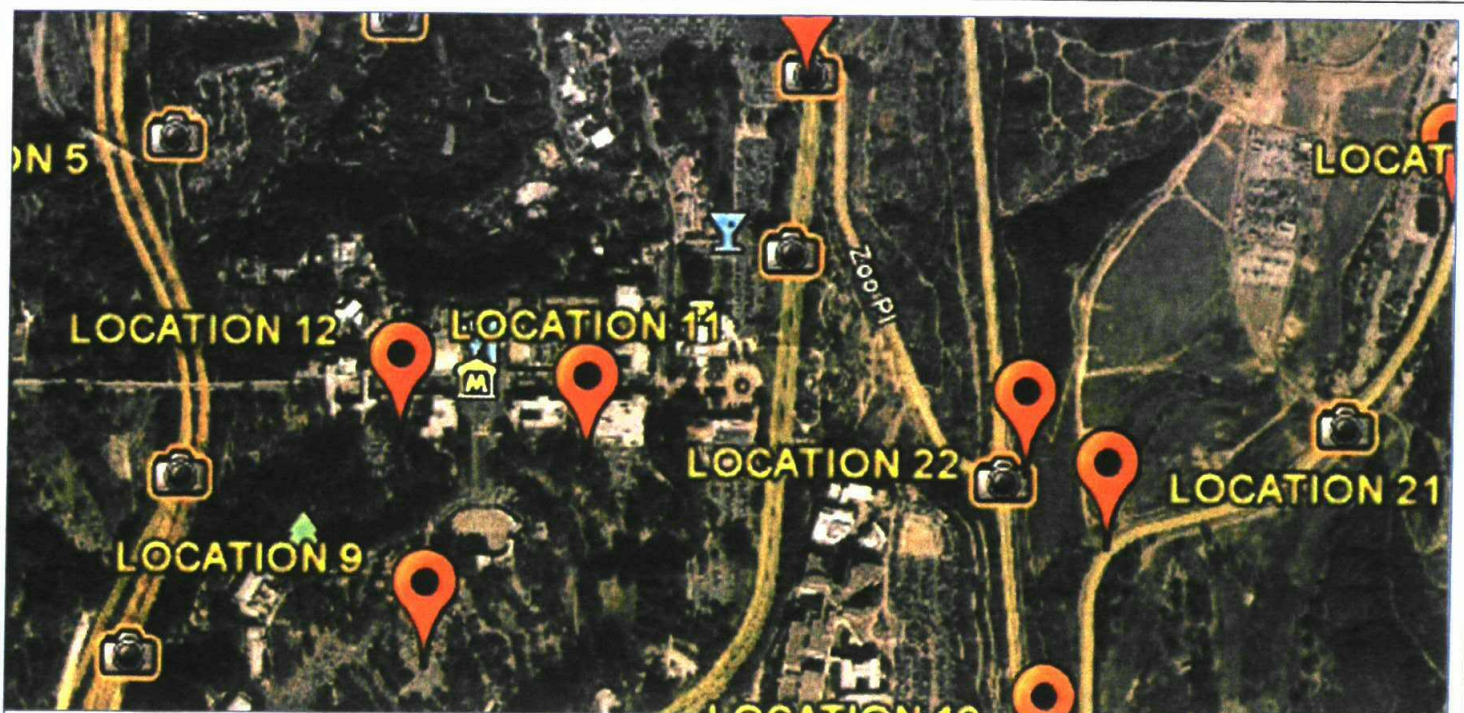
LOCATION 11



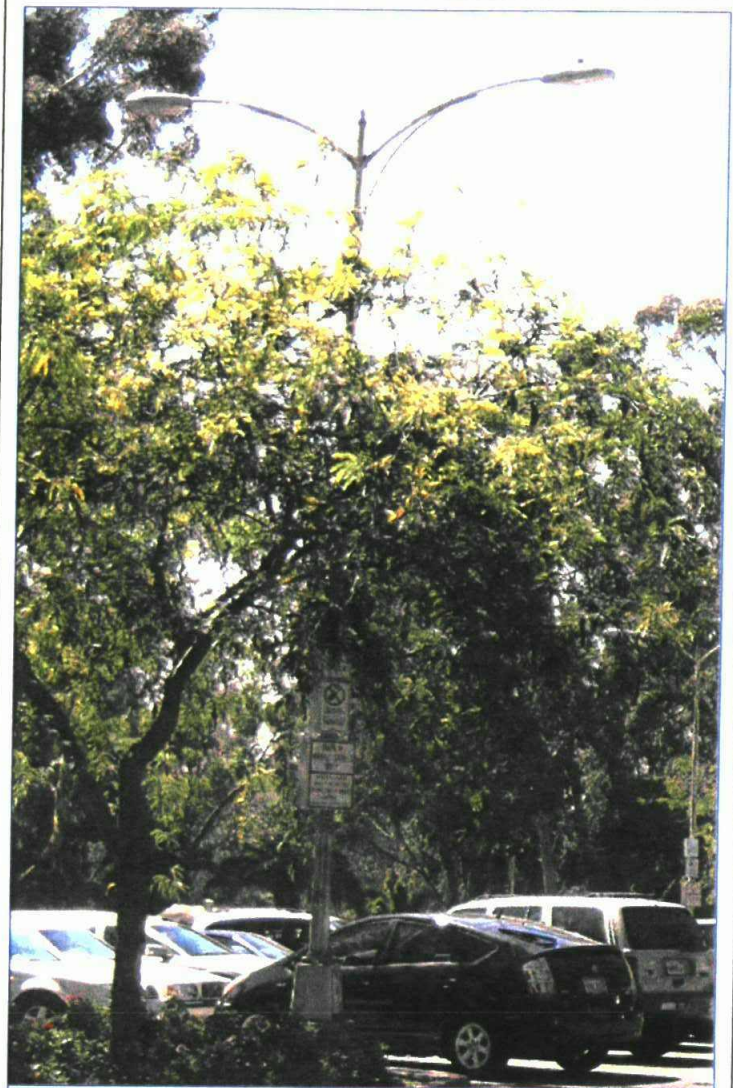
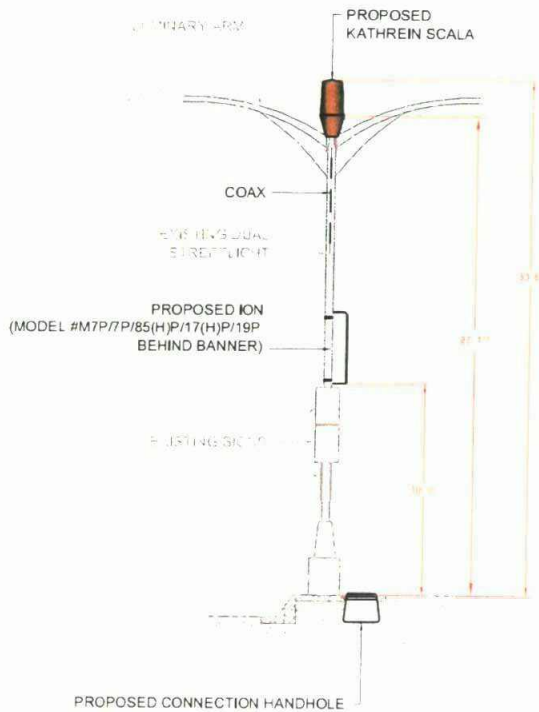
STREETLIGHT TYPICAL

N.T.S.

DIGITAL PHOTO



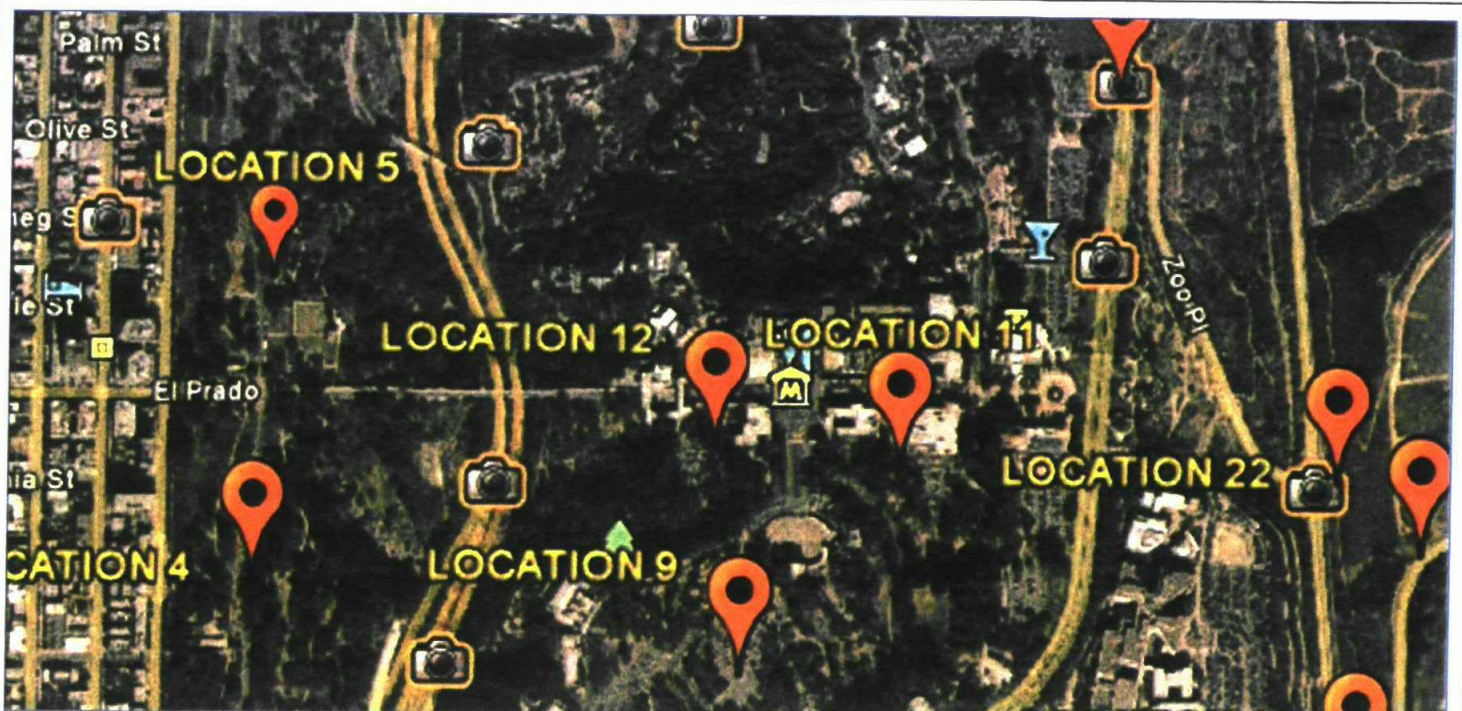
LOCATION 12



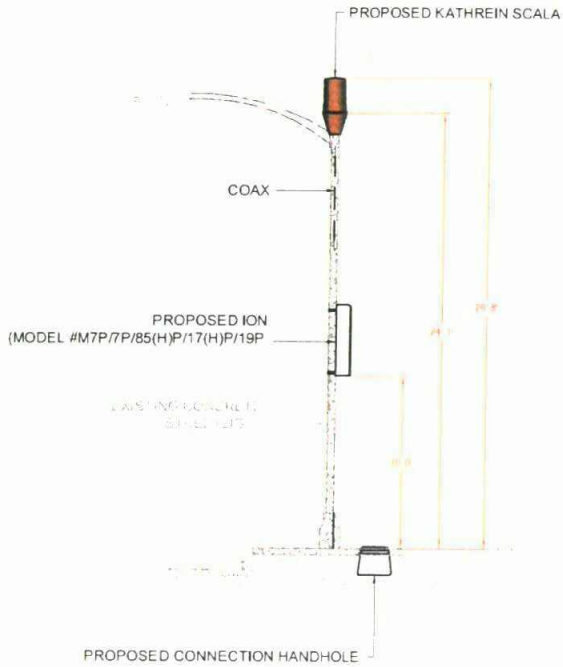
STREETLIGHT TYPICAL

N.T.S.

DIGITAL PHOTO

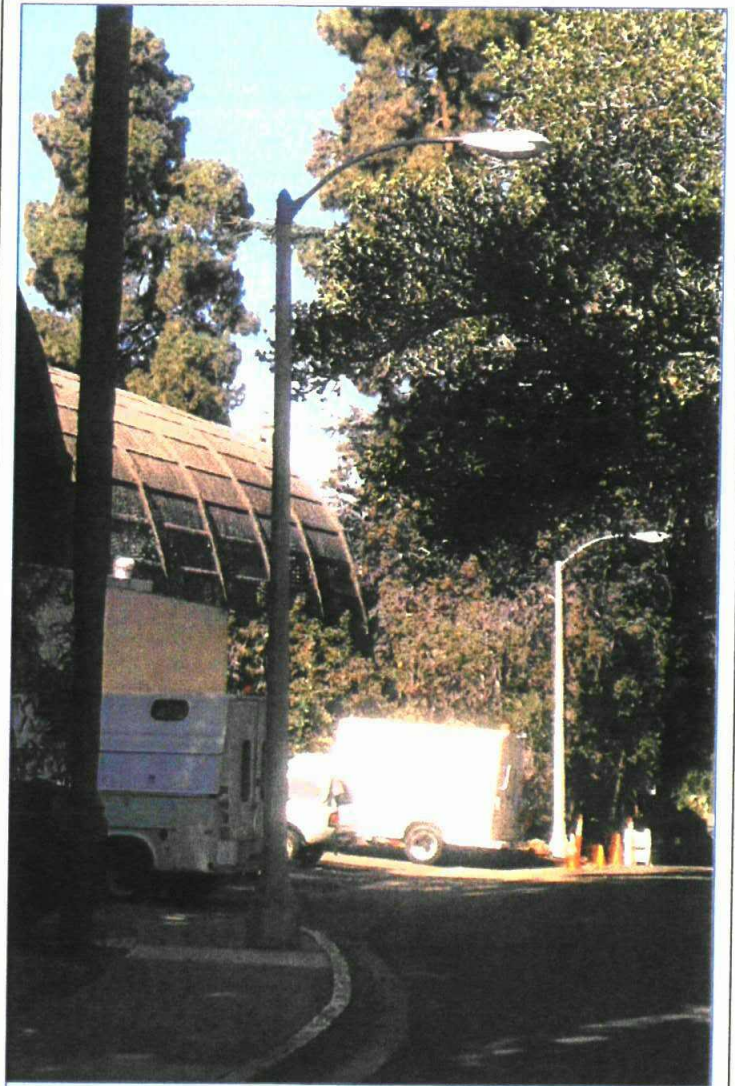


LOCATION 13

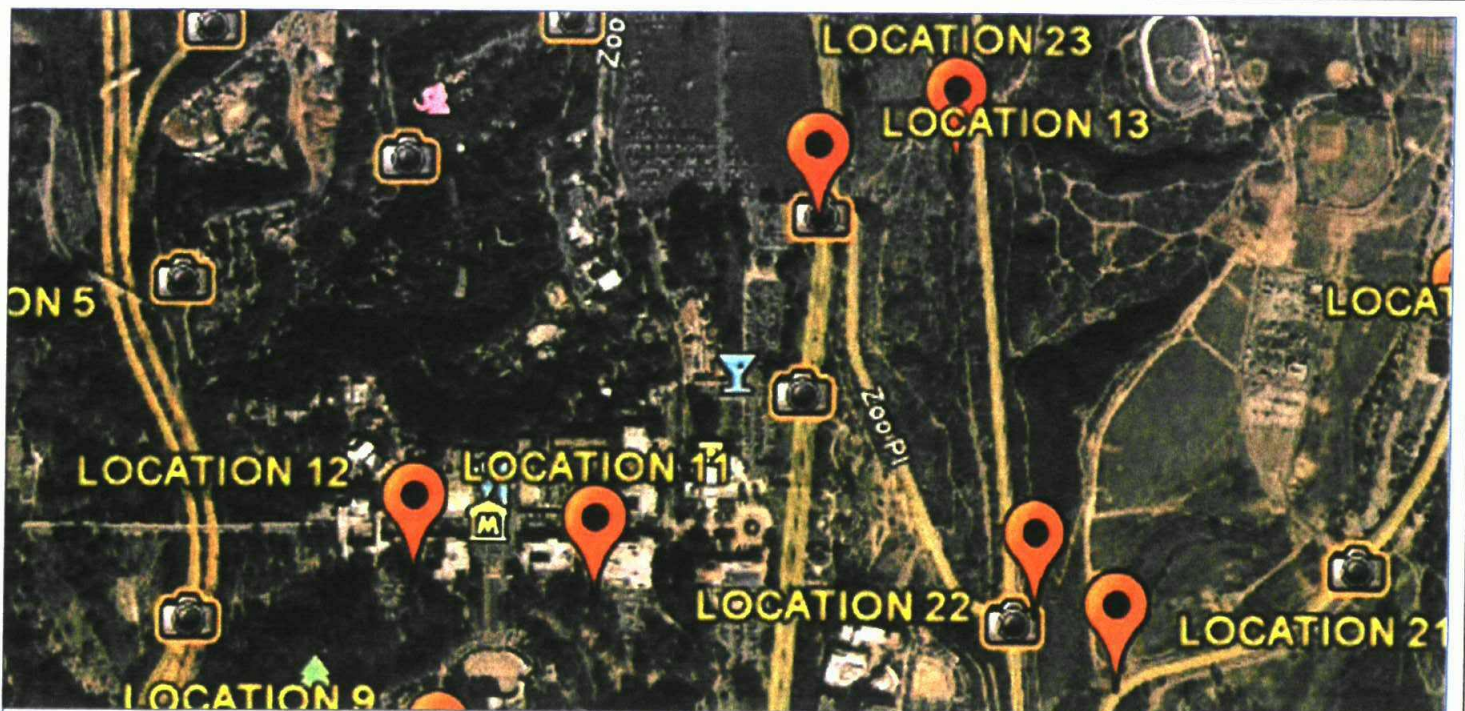


STREETLIGHT TYPICAL

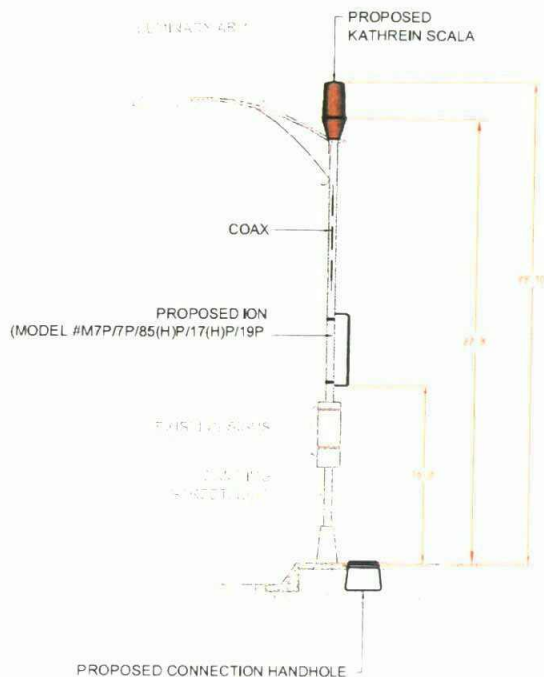
N.T.S.



DIGITAL PHOTO



LOCATION 14

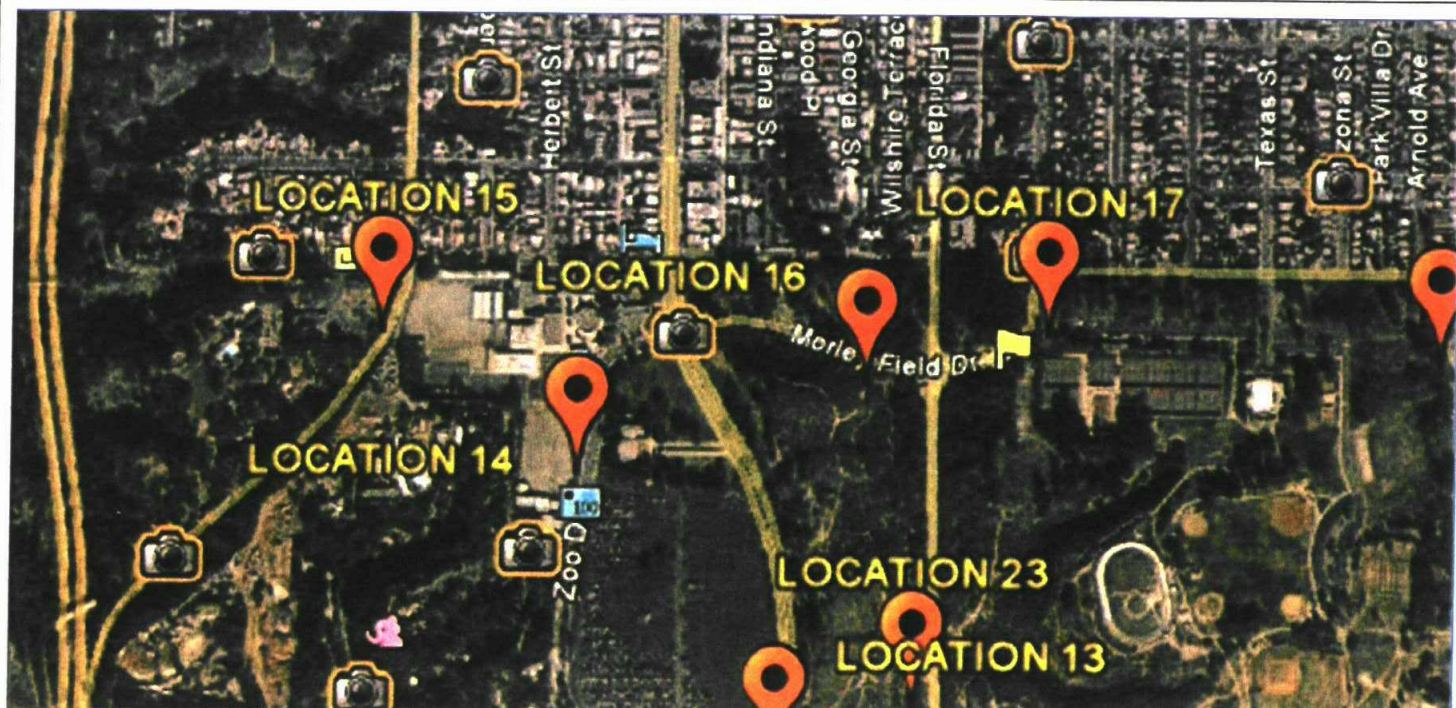


STREETLIGHT TYPICAL

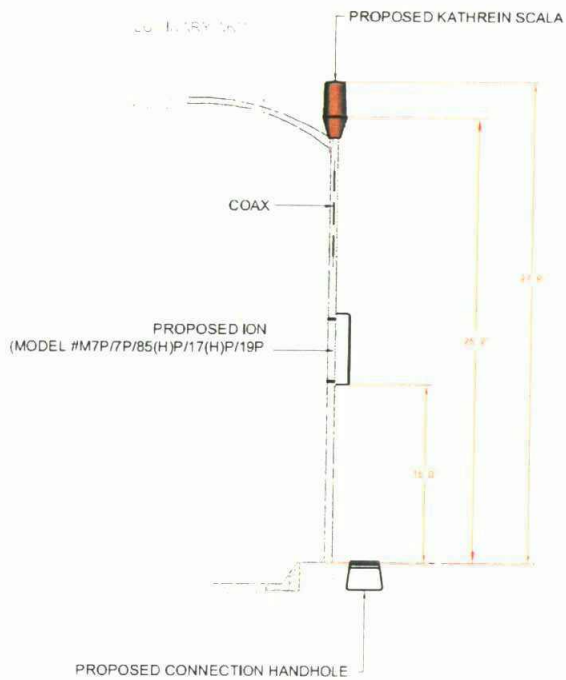
N.T.S.



DIGITAL PHOTO

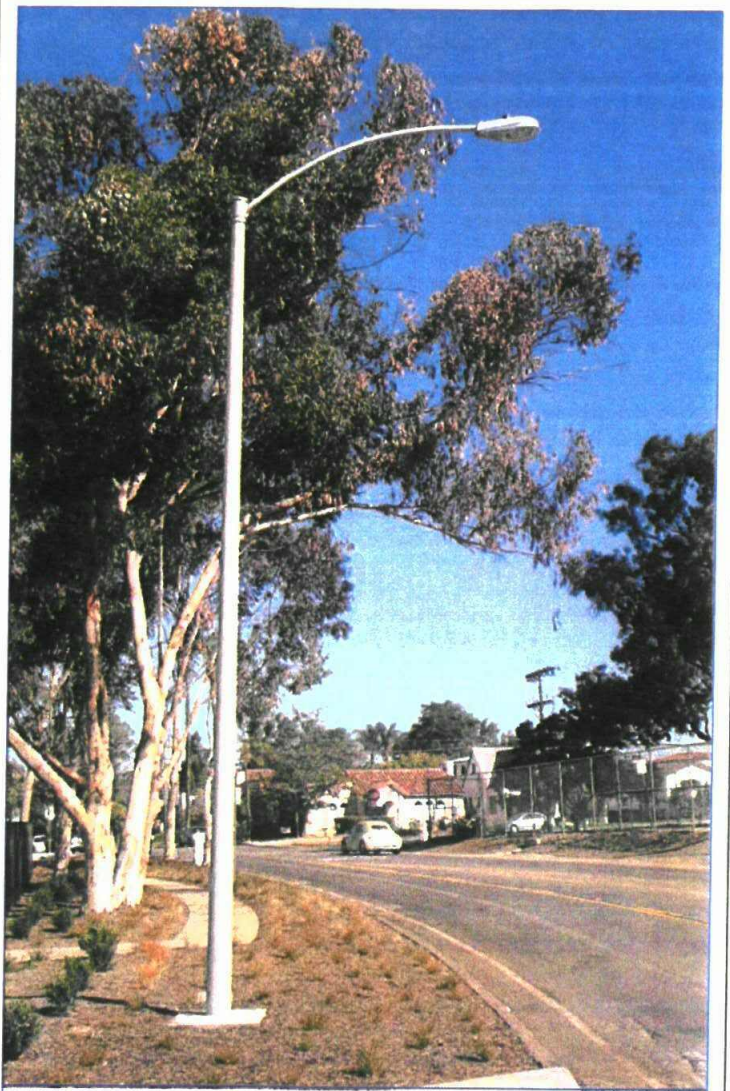


LOCATION 15

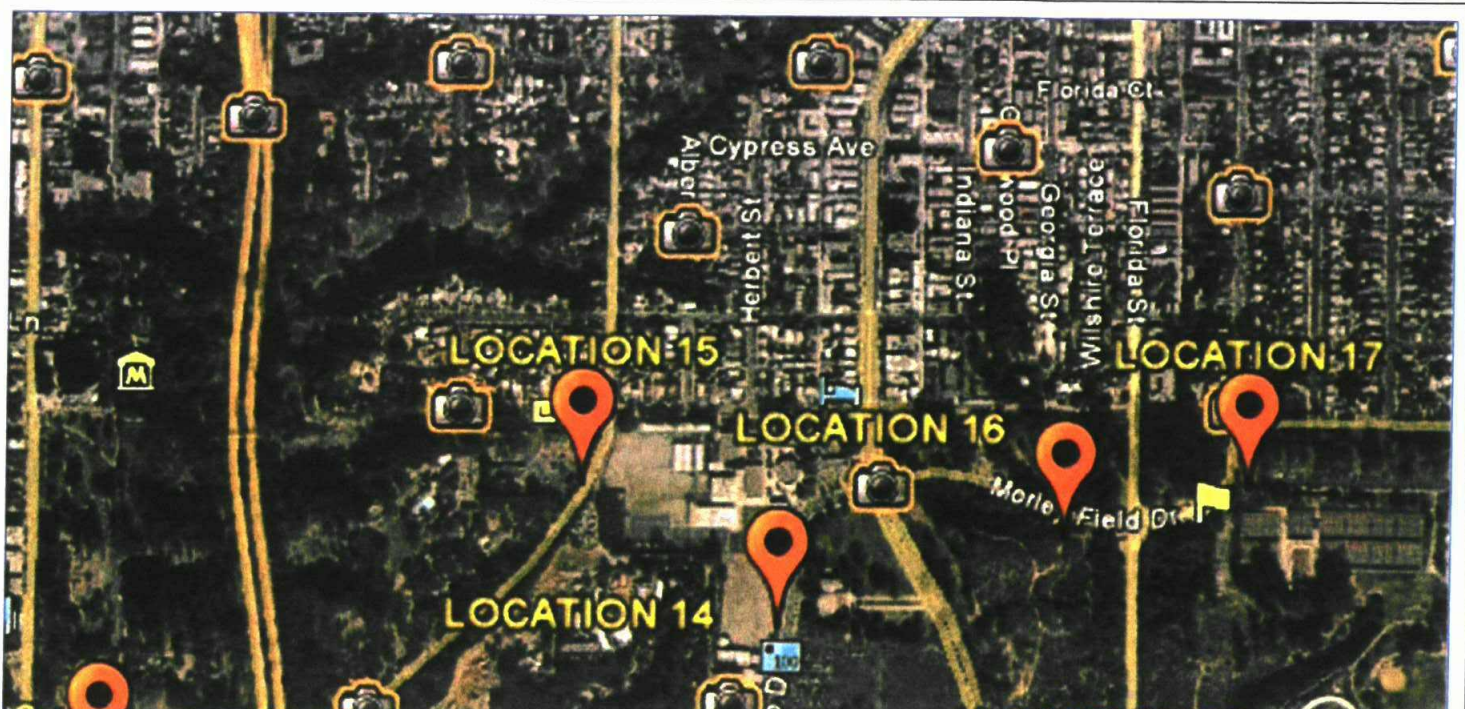


STREETLIGHT TYPICAL

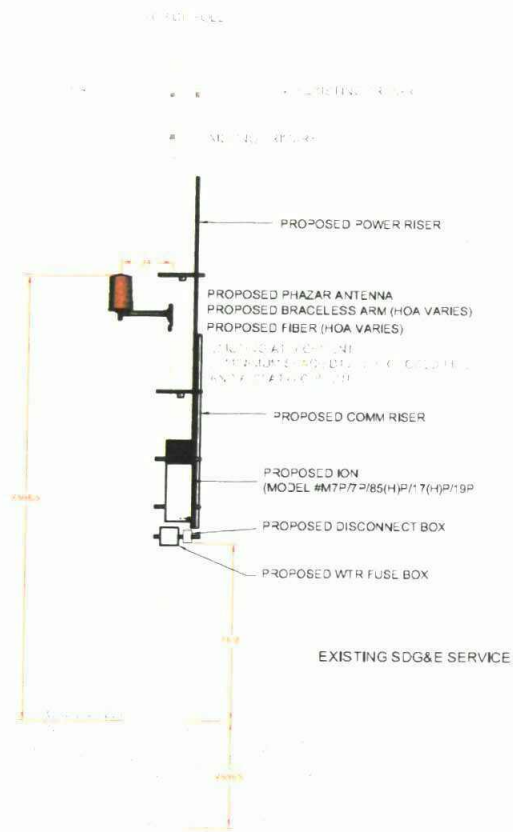
N.T.S.



DIGITAL PHOTO



LOCATION 16



SDG&E SERVICE POLE TYPICAL

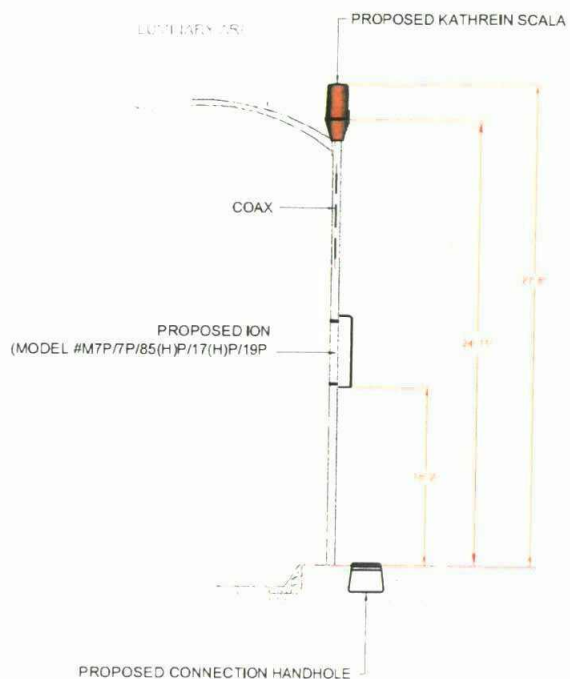
N.T.S.



DIGITAL PHOTO

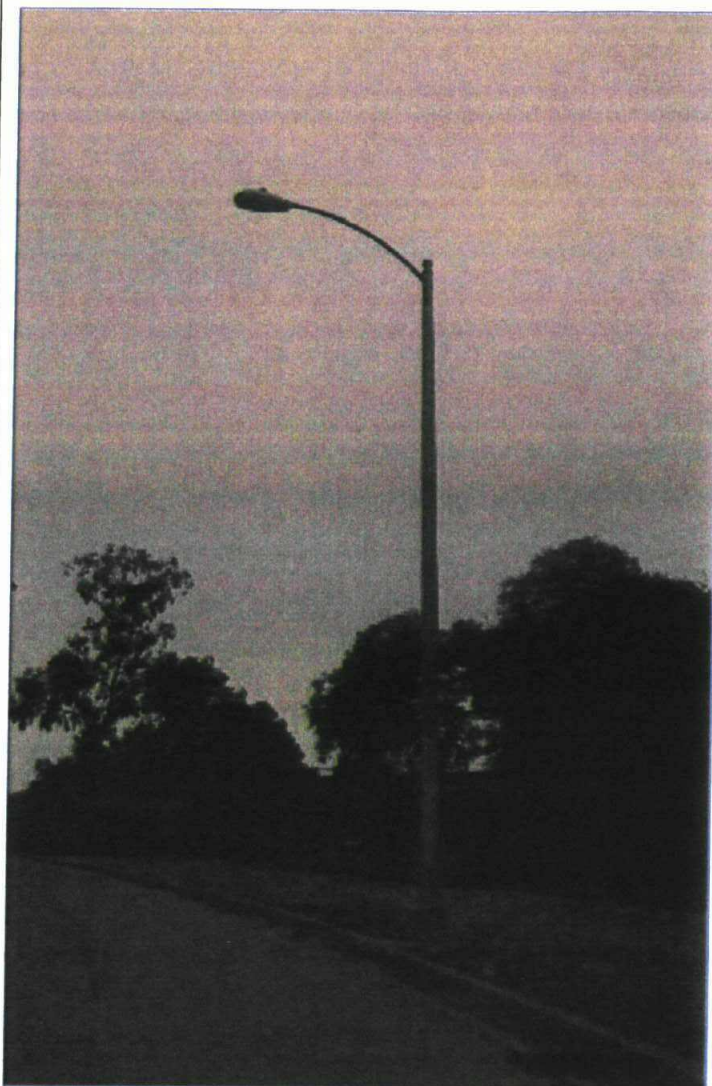


LOCATION 17

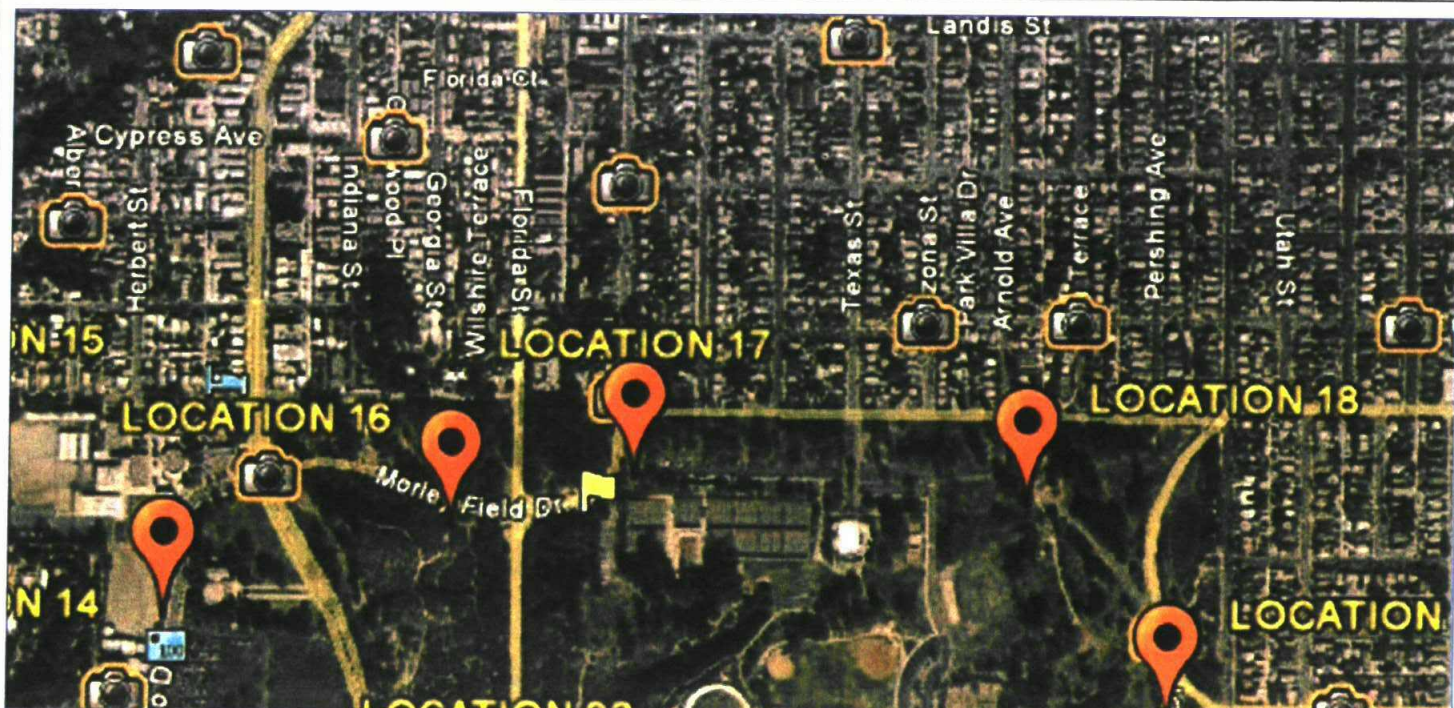


STREETLIGHT TYPICAL

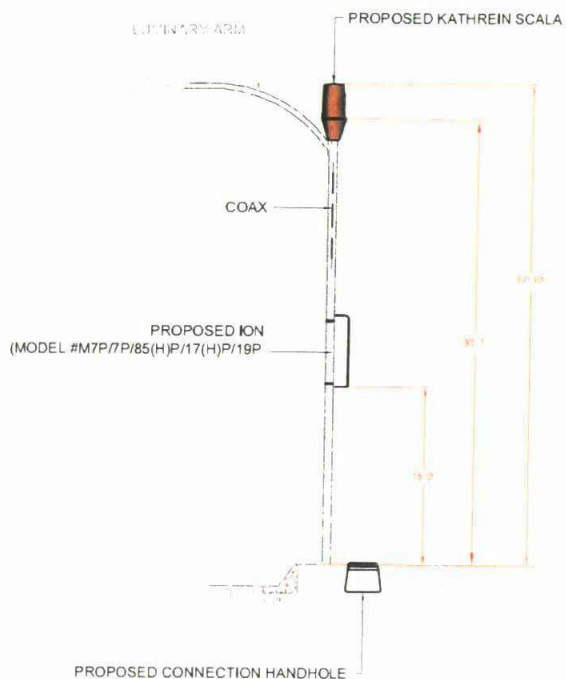
N.T.S.



DIGITAL PHOTO



LOCATION 18

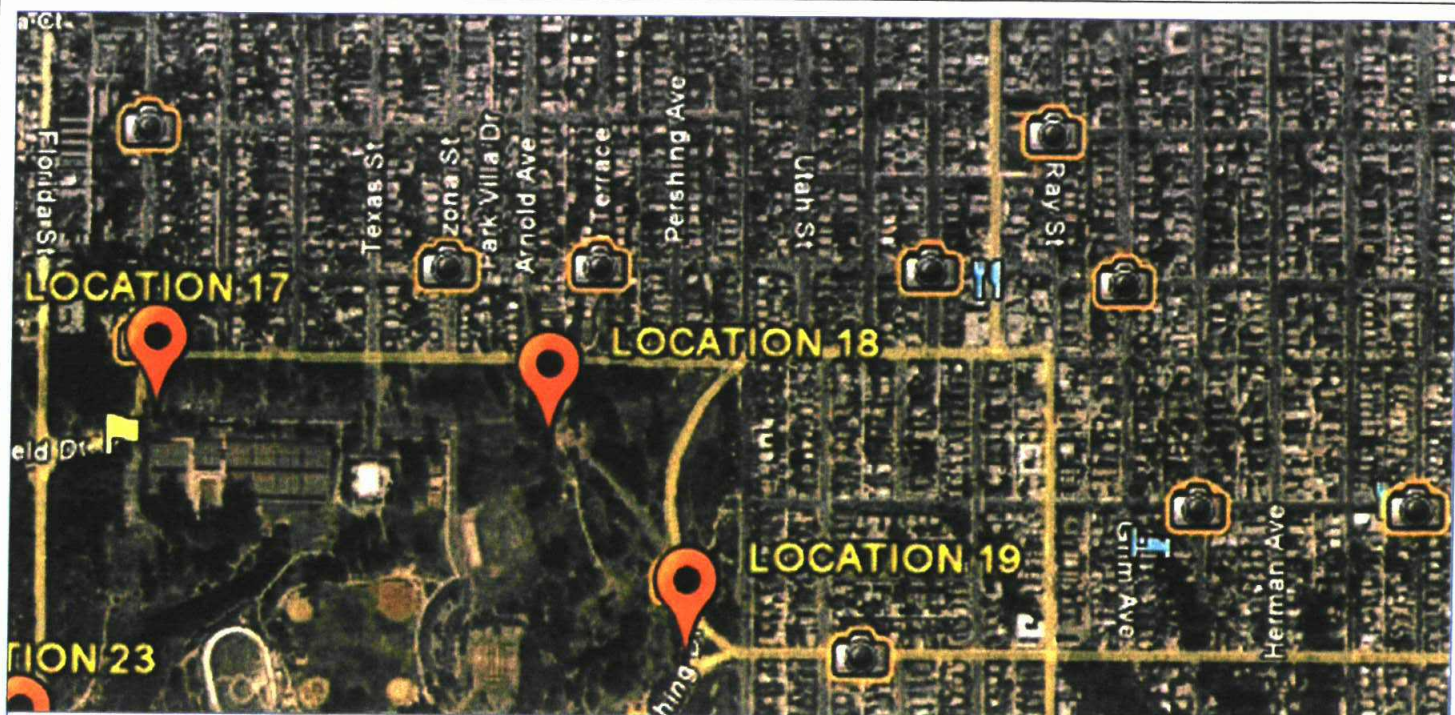


STREETLIGHT TYPICAL

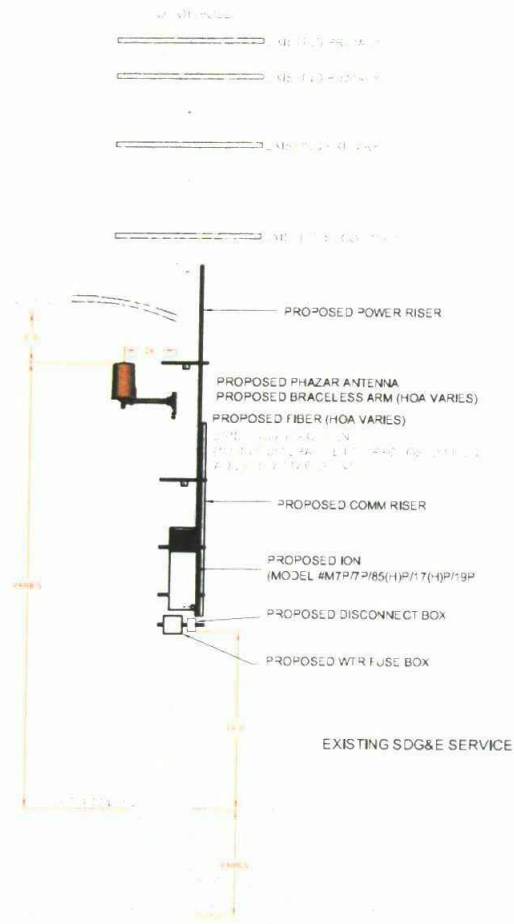
N.T.S.



DIGITAL PHOTO

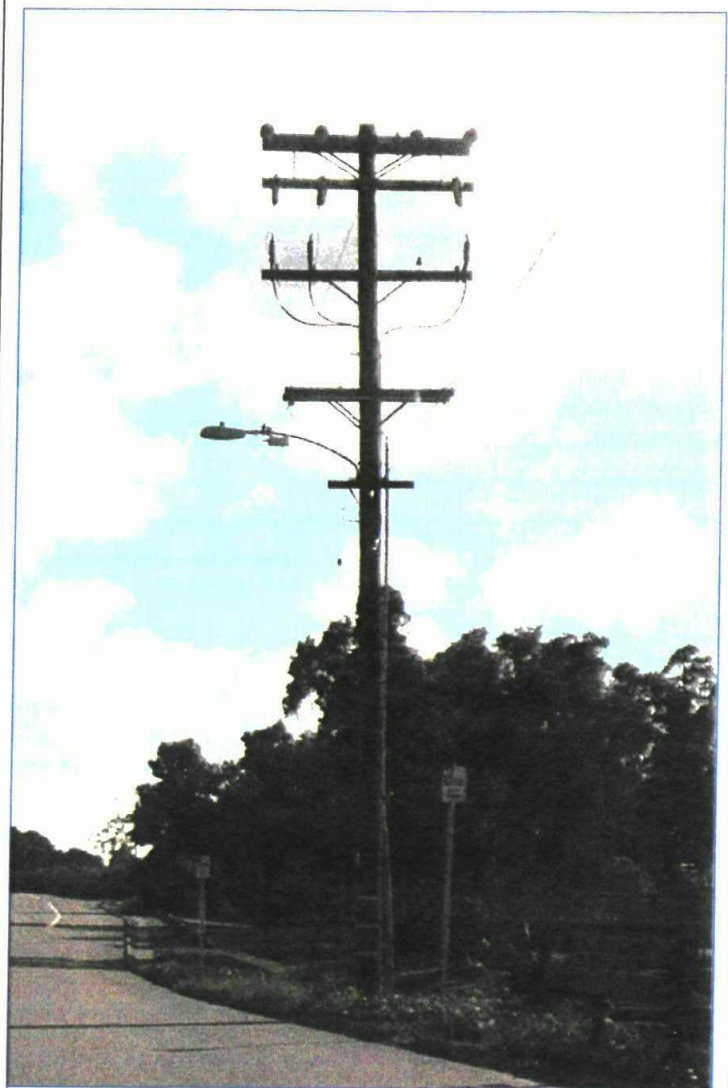


LOCATION 19

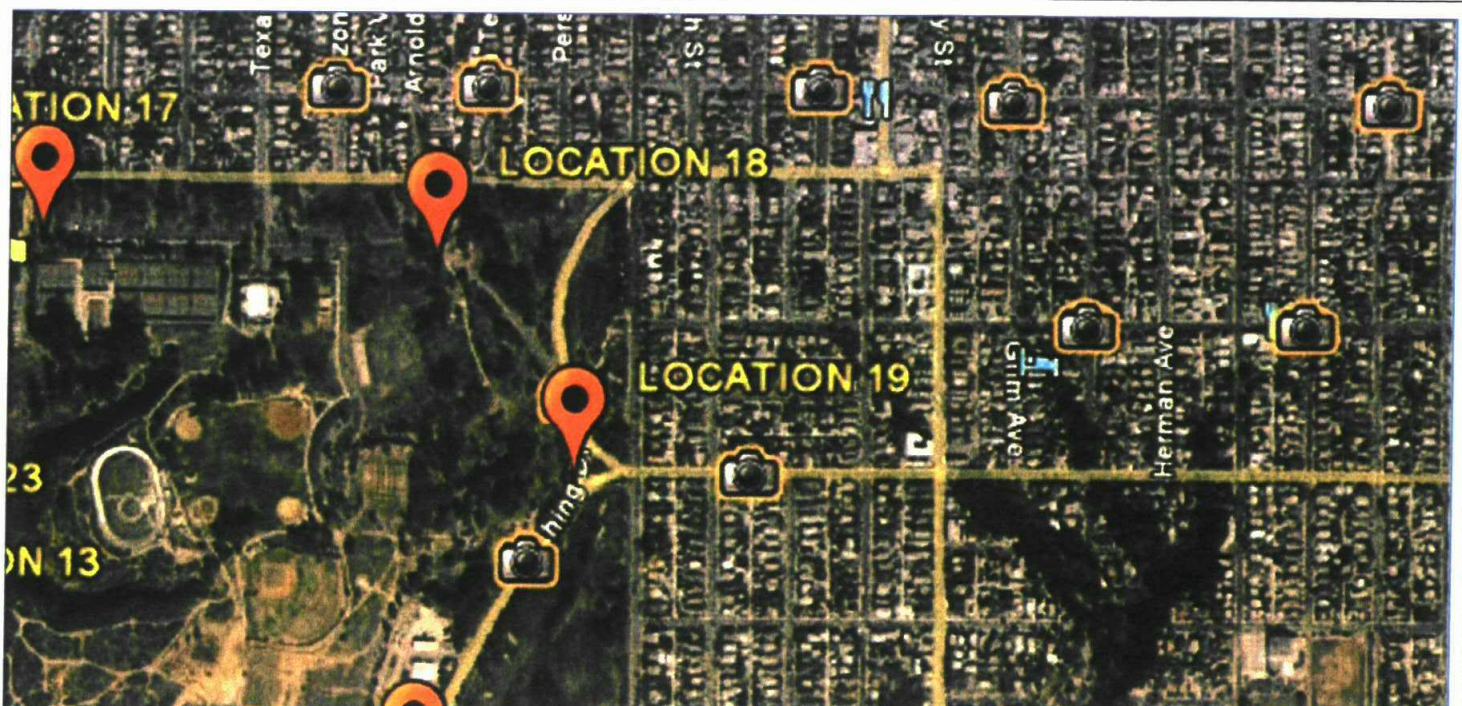


SDG&E SERVICE POLE TYPICAL

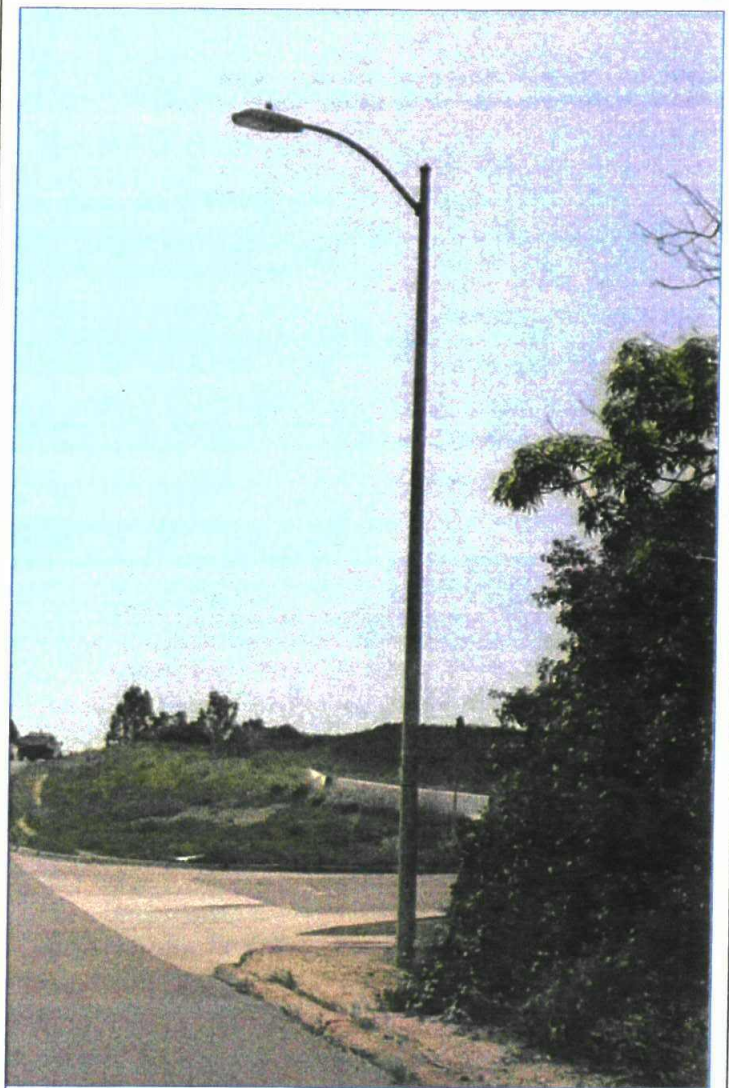
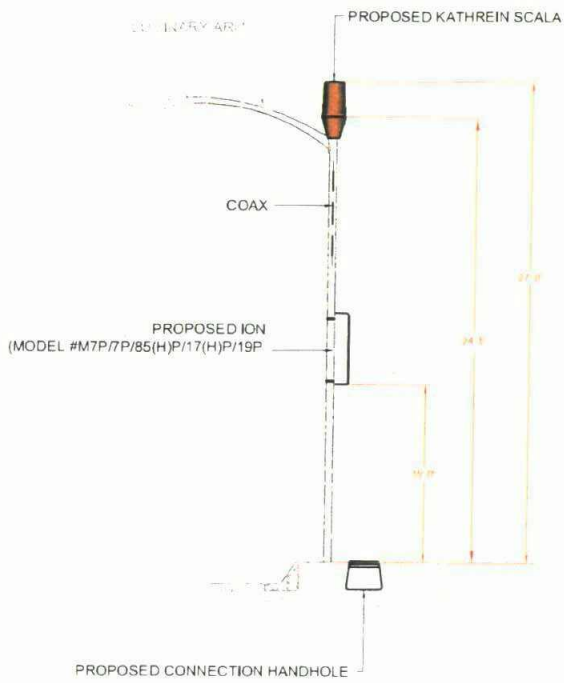
N.T.S.



DIGITAL PHOTO



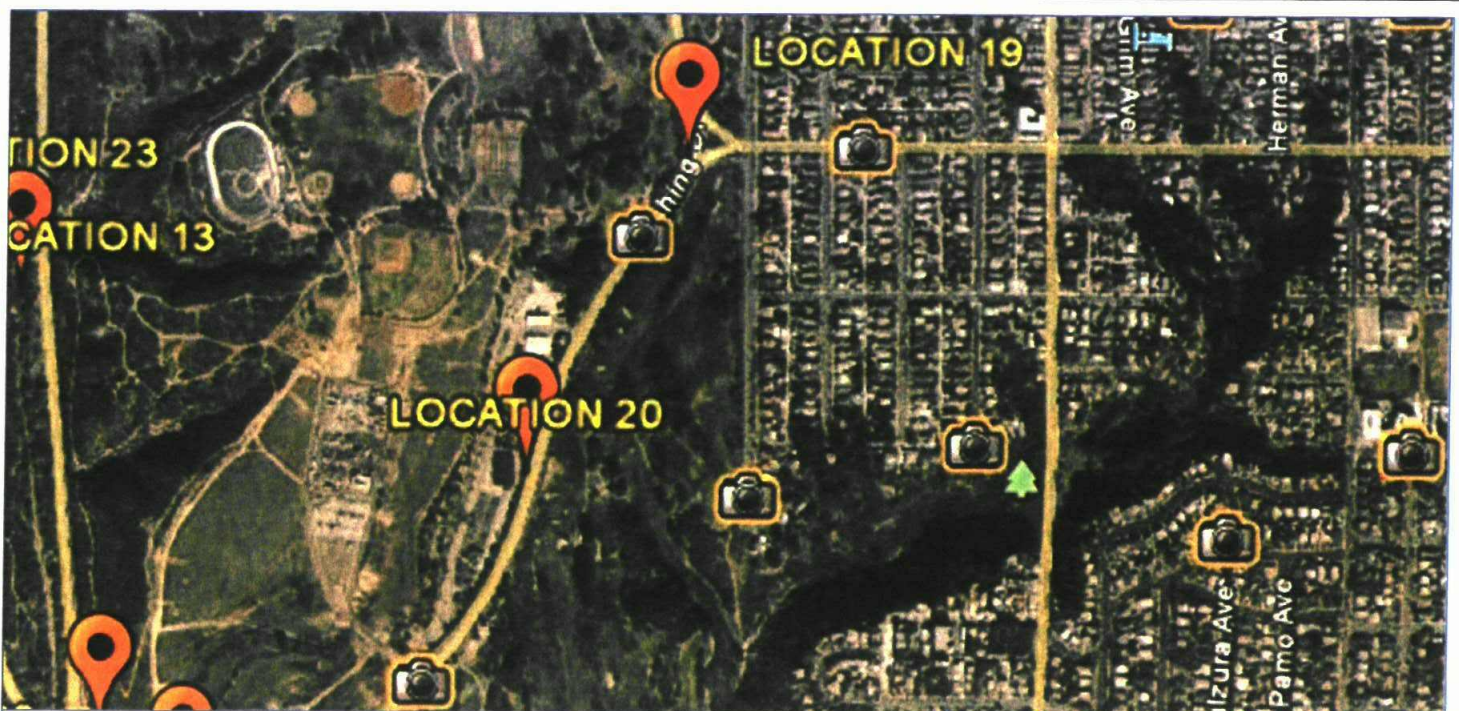
LOCATION 20



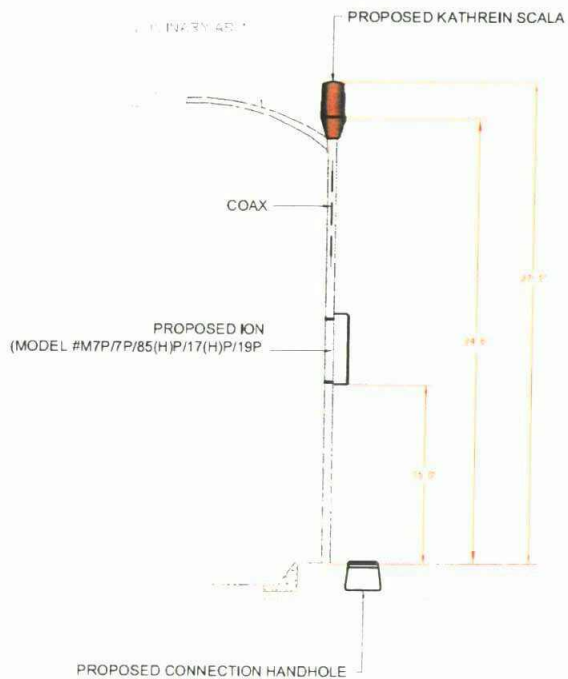
STREETLIGHT TYPICAL

N.T.S.

DIGITAL PHOTO



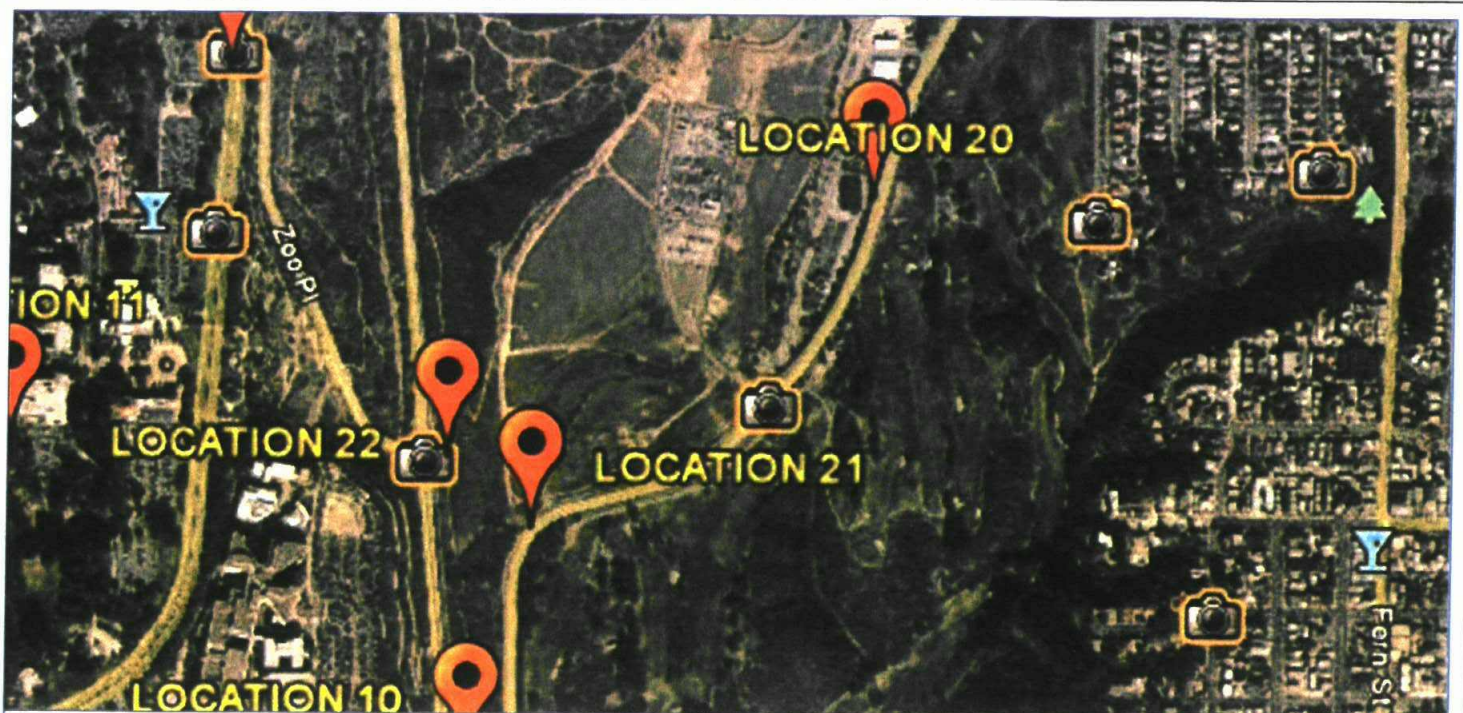
LOCATION 21



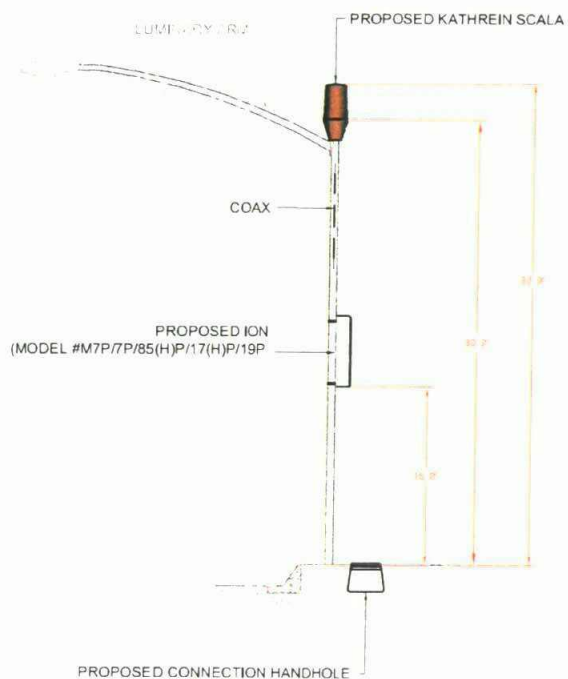
STREETLIGHT TYPICAL

N.T.S.

DIGITAL PHOTO



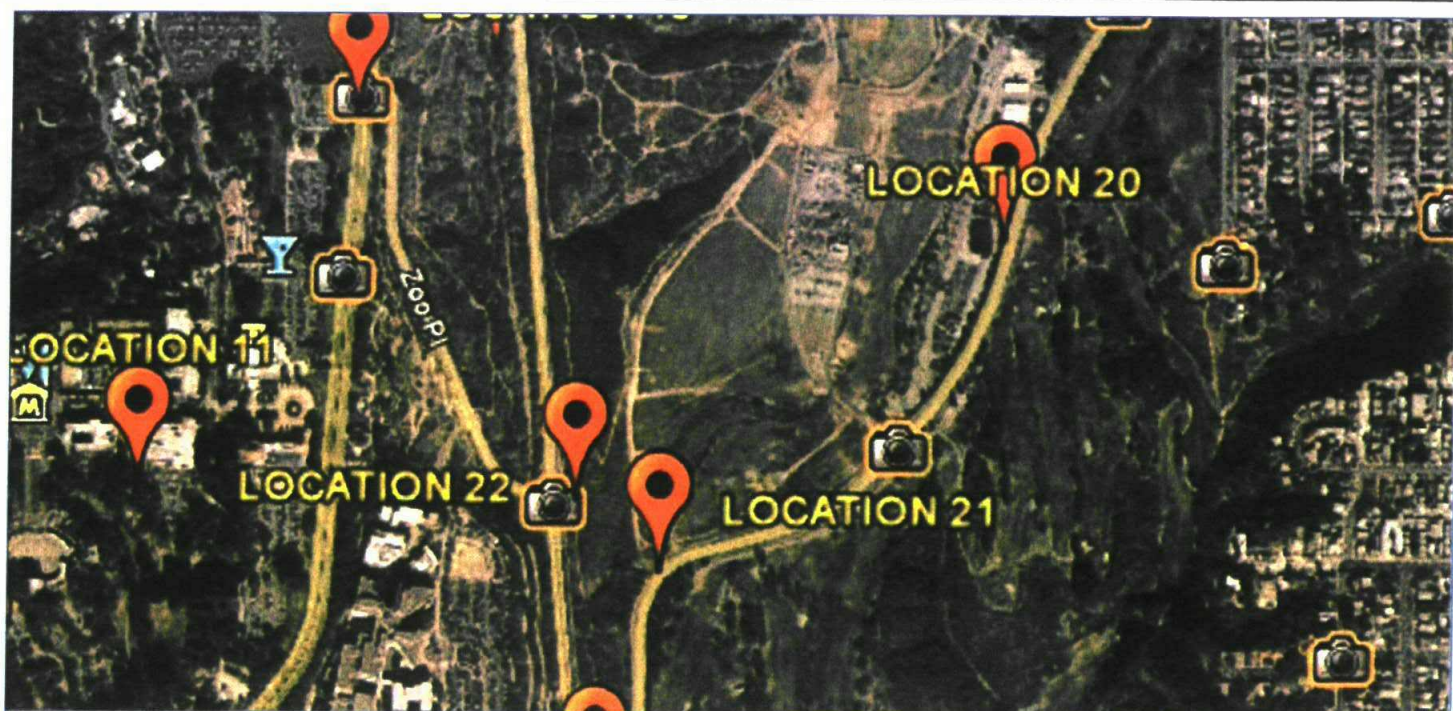
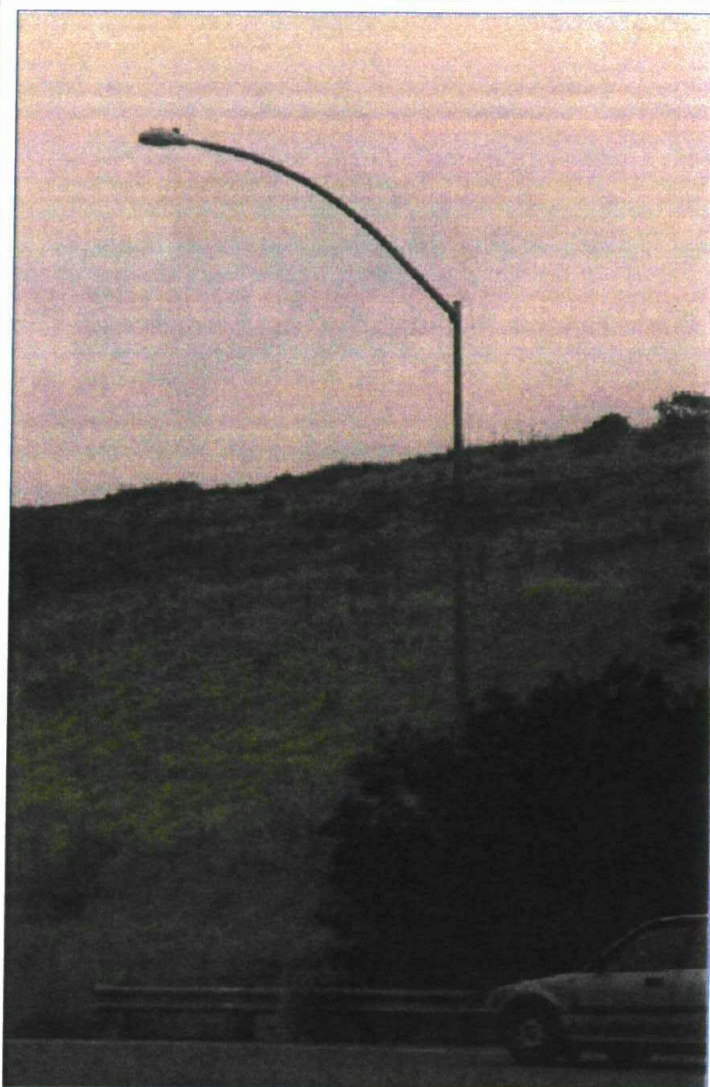
LOCATION 22

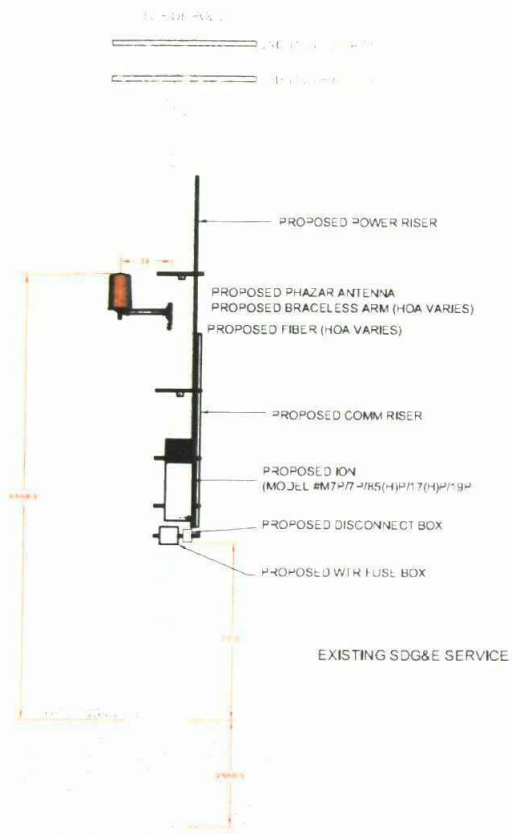


STREETLIGHT TYPICAL

N.T.S.

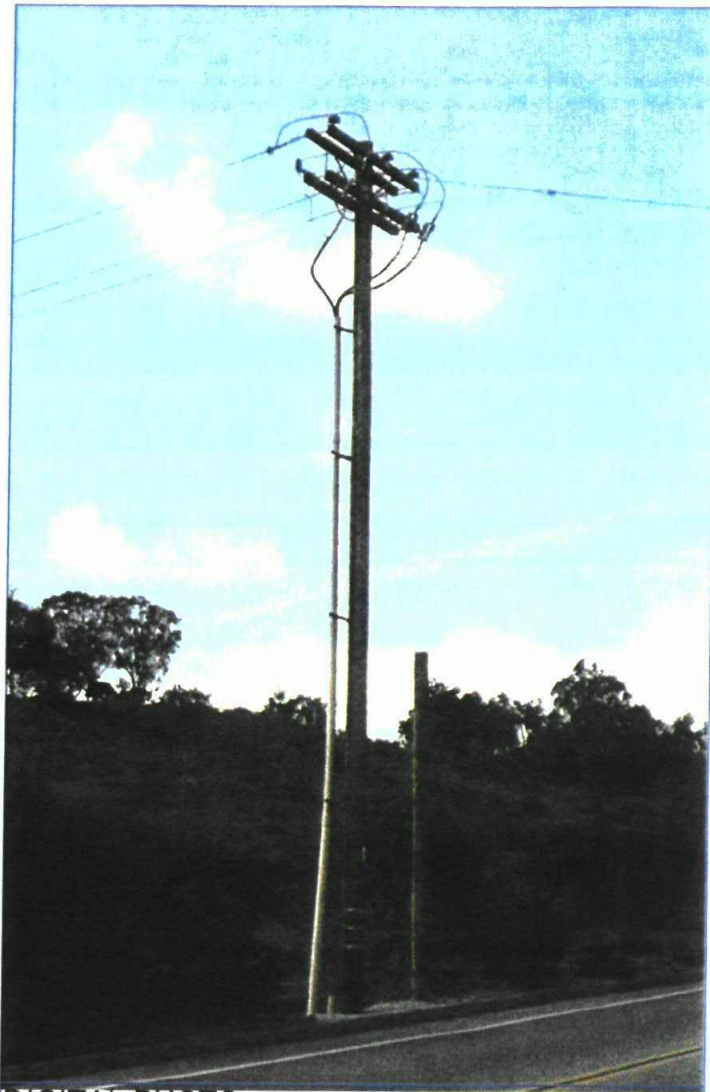
DIGITAL PHOTO



LOCATION 23

SDG&E SERVICE POLE TYPICAL

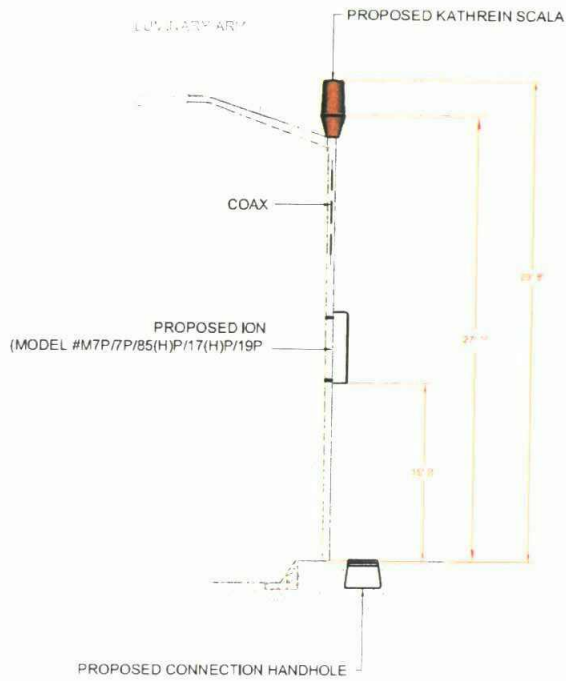
N.T.S.



DIGITAL PHOTO

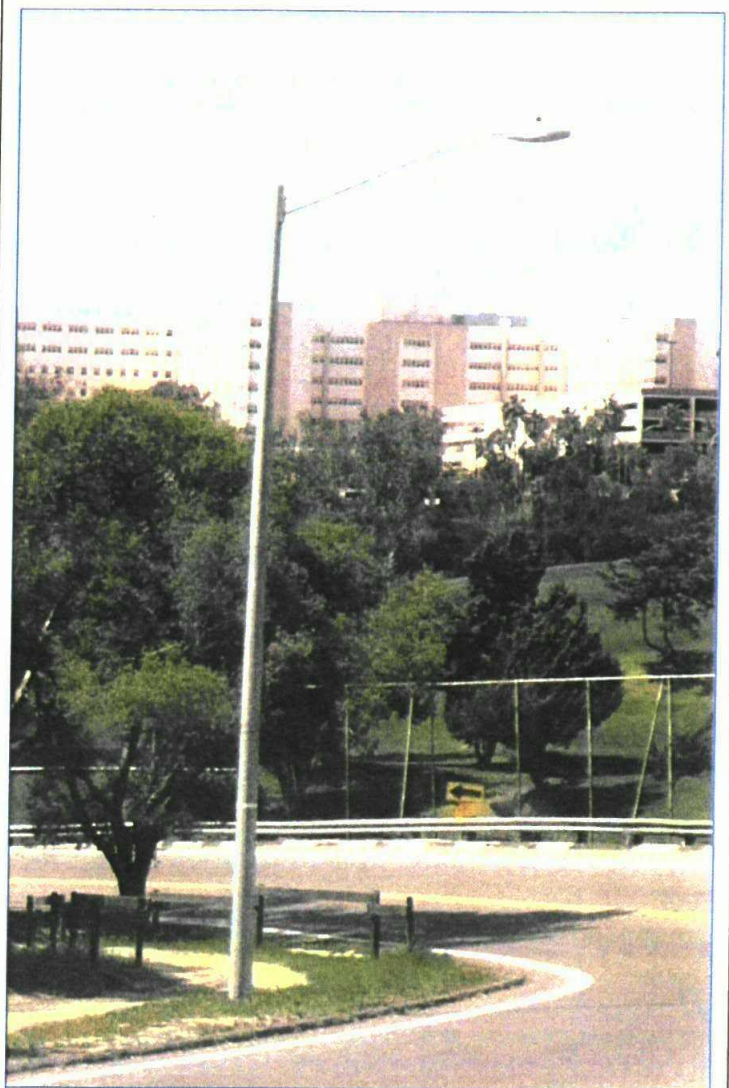


LOCATION 24

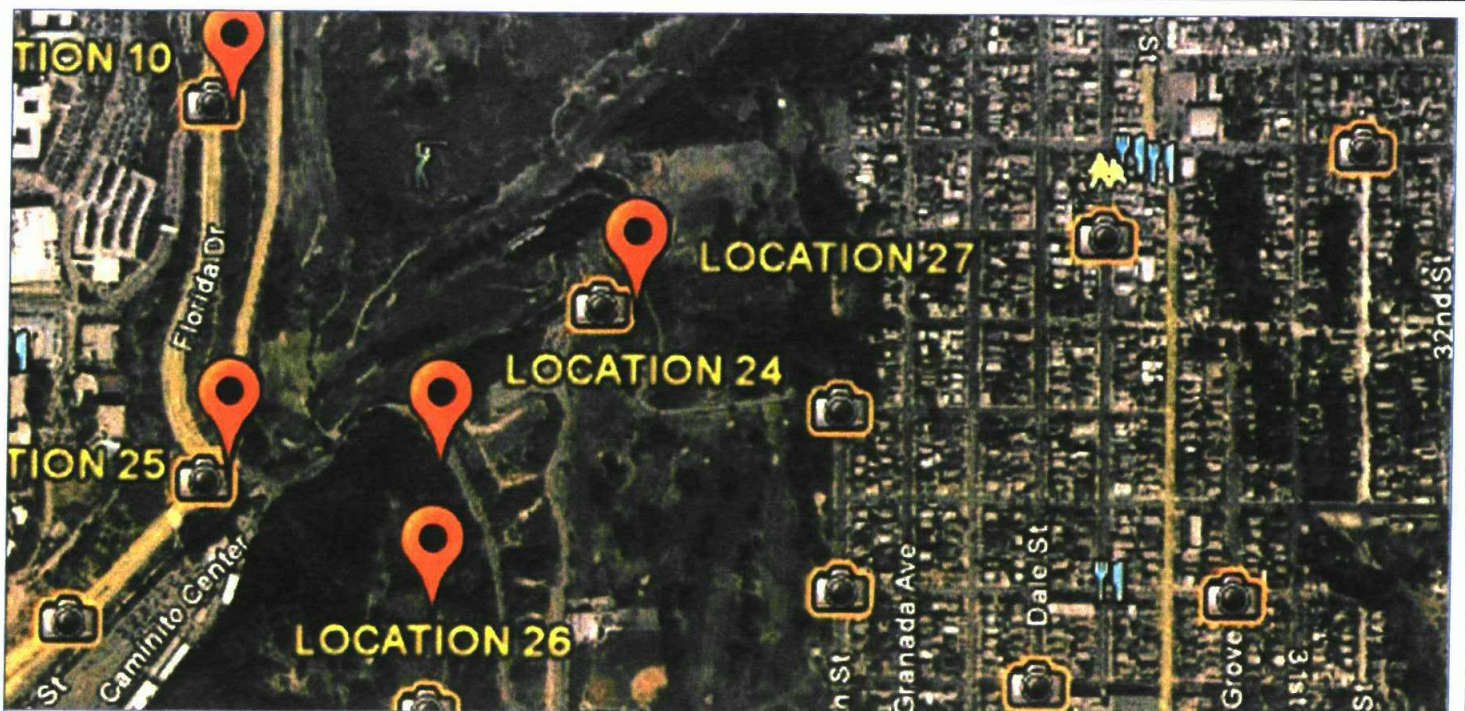


STREETLIGHT TYPICAL

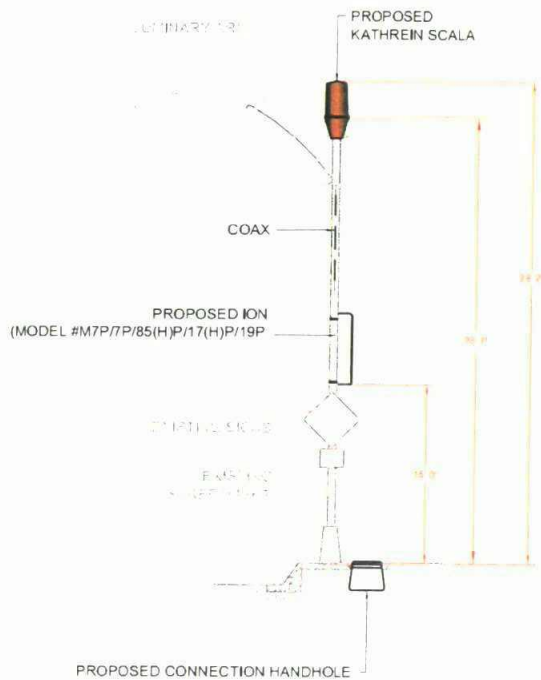
N.T.S.



DIGITAL PHOTO

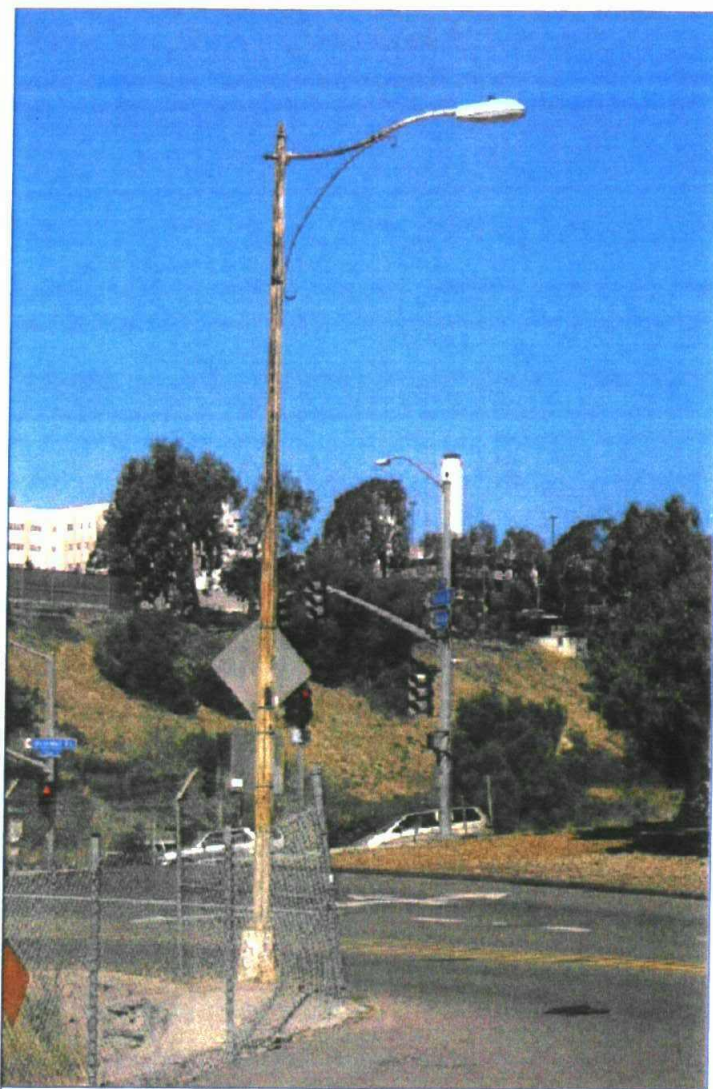


LOCATION 25

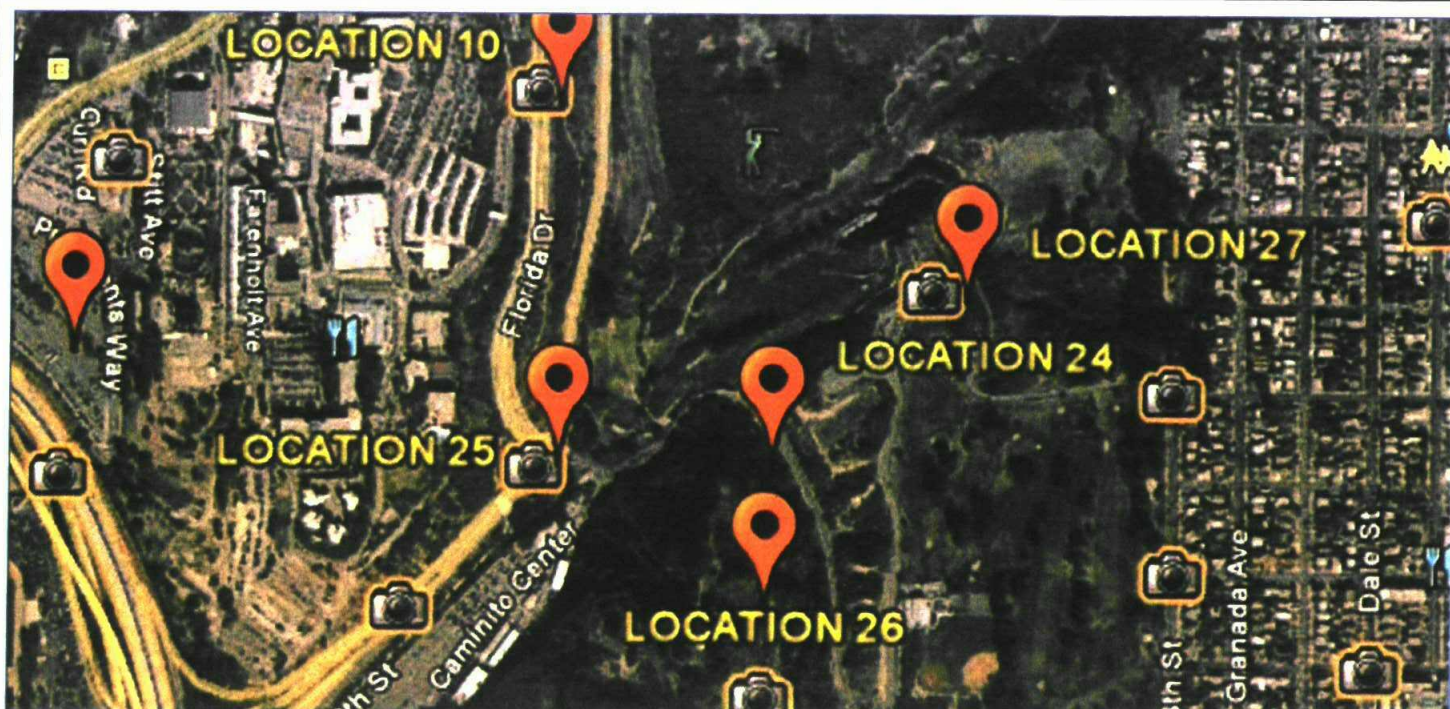


STREETLIGHT TYPICAL

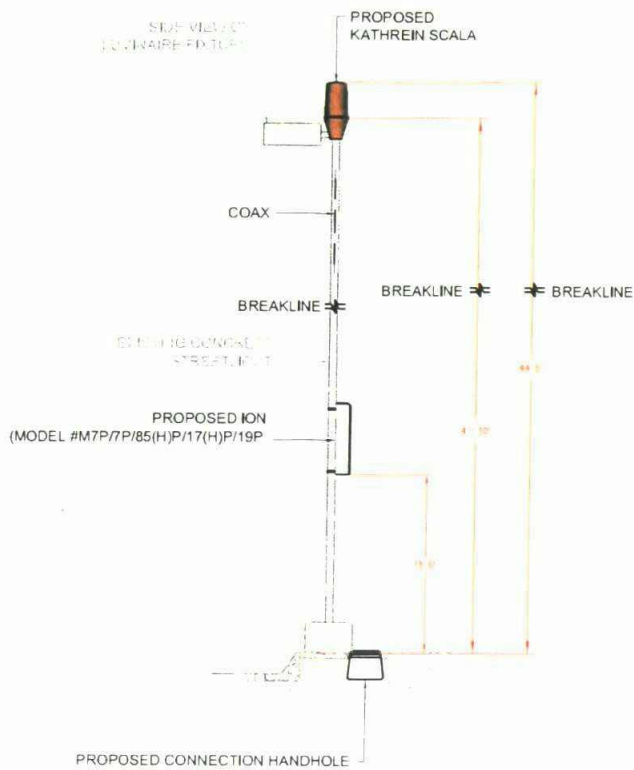
N.T.S.



DIGITAL PHOTO

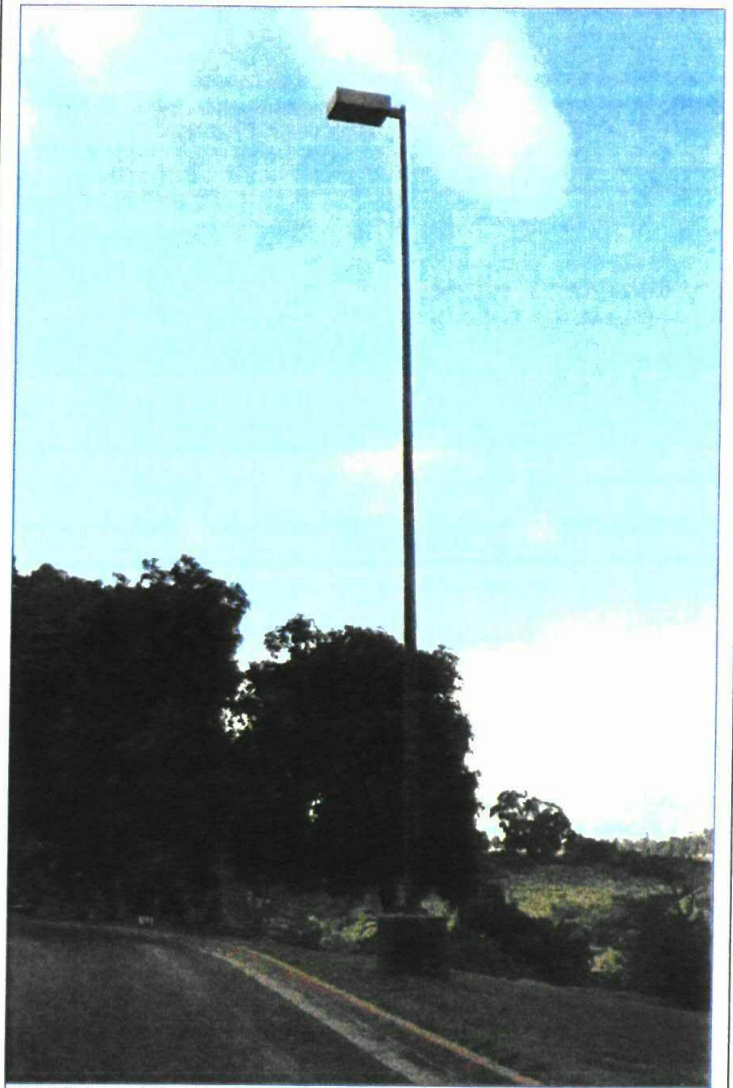


LOCATION 26



STREETLIGHT TYPICAL

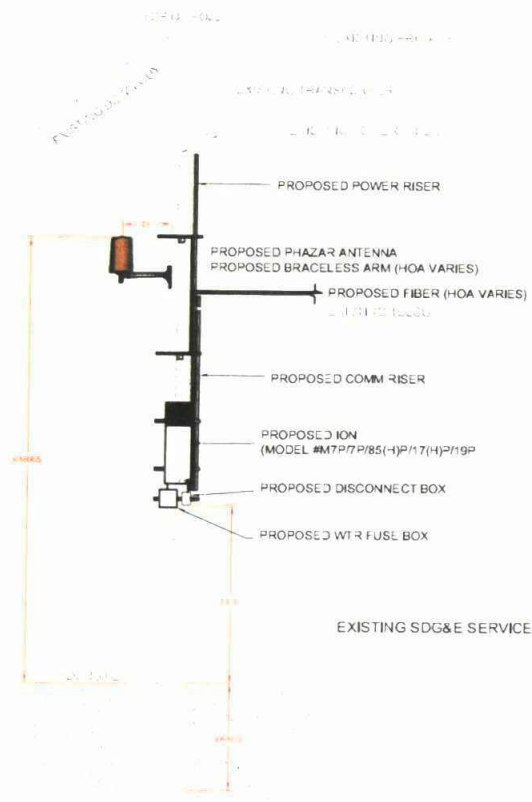
N.T.S.



DIGITAL PHOTO



LOCATION 27

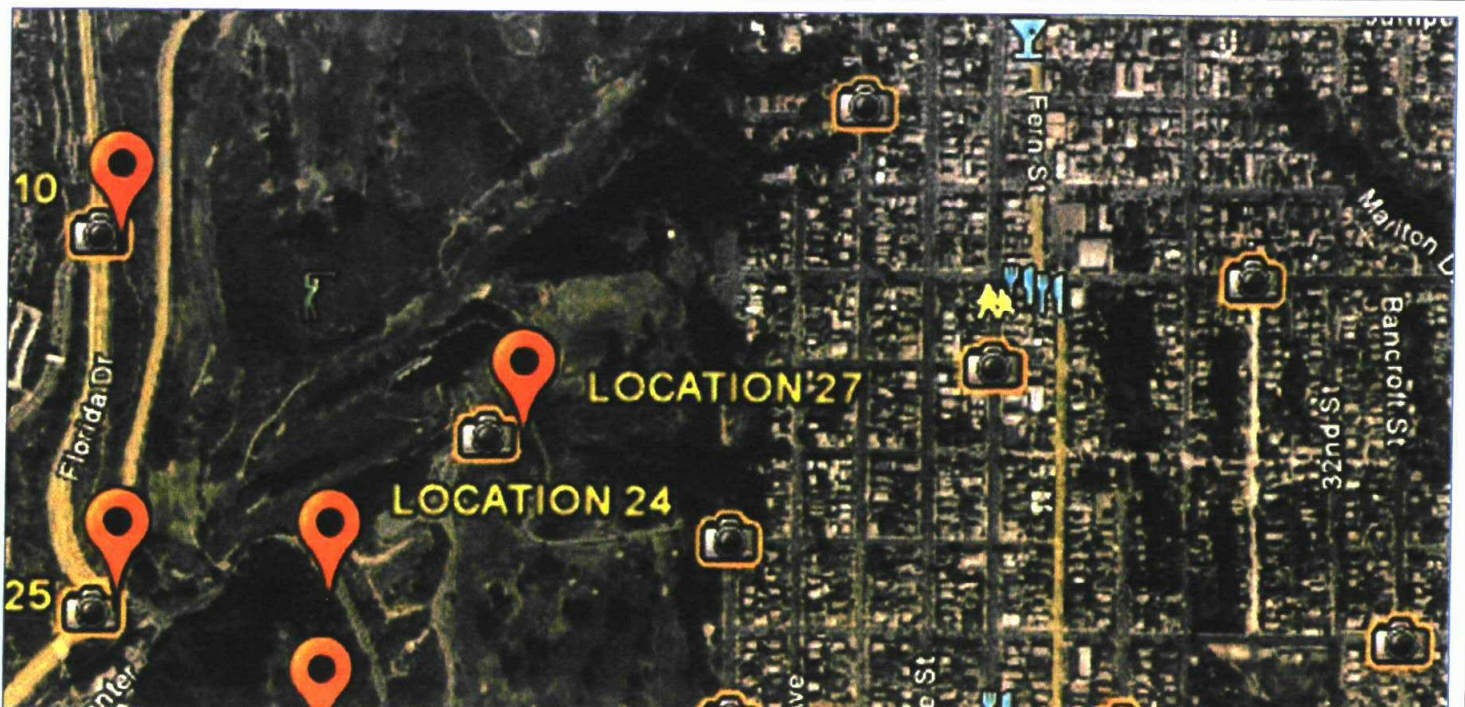


SDG&E SERVICE POLE TYPICAL

N.T.S.



DIGITAL PHOTO



Electrical

Power Supply
Main power, Vac 115 or 230

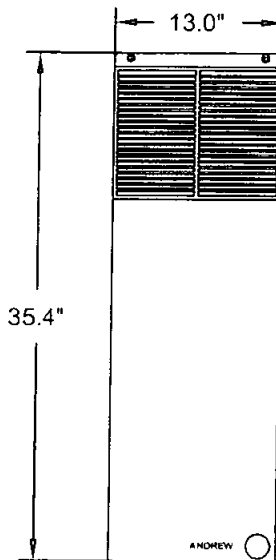
Power Consumption, Watts
ION-M7P/7P/85P/17P/19P 1480
ION-M7P/7P/85HP/17HP/19P 1595

Commercial 700 MHz

Frequency range, MHz
Uplink 698 to 716
Downlink 728 to 746
Output power per carrier *, dBm
..... +43.0 @ 1 carrier
..... +40.0 @ 2 carriers
..... +37.0 @ 4 carriers
..... +34.0 @ 8 carriers
DL output tolerance over frequency, dB ±1
DL output tolerance over temperature, dB ±0.5
Spurious emission <-13 dBm/MHz
Input ICP3, dBm
ICP3 optimized -13 min.
Noise figure optimized -19 min.
ICP3 optimized +10.5 max.
Noise figure optimized +8 max.

850 MHz

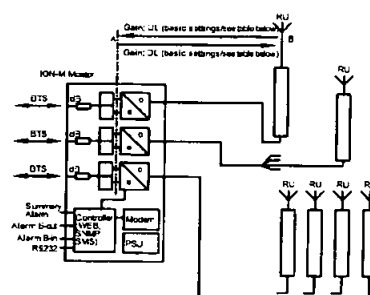
Frequency range, MHz
Uplink 824 to 849
Downlink 869 to 894
Nominal output power per carrier *, dBm
85P
Number of Carriers
1 2 4 8
GSM/EDGE 43 40 37 34
CDMA2000 43 40 37 34
WCDMA 43 40 37 34
85HP
Number of Carriers
1 2 4 8
GSM/EDGE 46 43 40 37
CDMA2000 46 43 40 37
WCDMA 46 43 40 37
DL output tolerance over frequency, dB ±1
DL output tolerance over temperature, dB ±0.5
Spurious emission <-13 dBm / 1 MHz
Input ICP3, dBm
ICP3 optimized -11 min.
Noise figure optimized -18 min.
ICP3 optimized +10
Noise figure optimized +6



Spacing required: 40 mm
(2.0") around unit. Do not
block air inlet and outlet.
Vertical mounting
compulsory.

ANDREW ION-M7P / 7P / 85(H)P/17(H)9/19P

SINGLE / DUALBAND OPTICAL SYSTEM



	Gain DL	Gain UL
	ICP3 opt-mixed	NF opt-mixed
700 MHz	36 dB	36 dB
700 MHz	36 dB	36 dB
800 MHz	35 dB	36 dB
800 MHz	35 dB	36 dB
1900 MHz	35 dB	36 dB
1900/150 MHz	35 dB	36 dB

Mechanical ***

Height, width, depth mm (in) 900 x 330 x 300
(35.4 x 13.0 x 11.8)

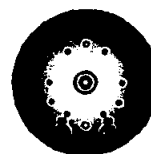
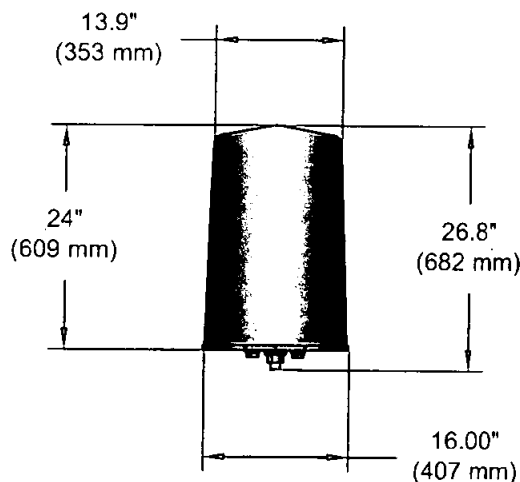
Weight, kg (lb)
ION-M7P/7P/85P/17P/19P 50 (110)
ION-M7P/7P/85HP/17HP/19P 55 (121)

Environmental

Operating temperature range, °C -33 to +50
Ingress protection RF part IP66
Fan part IP55

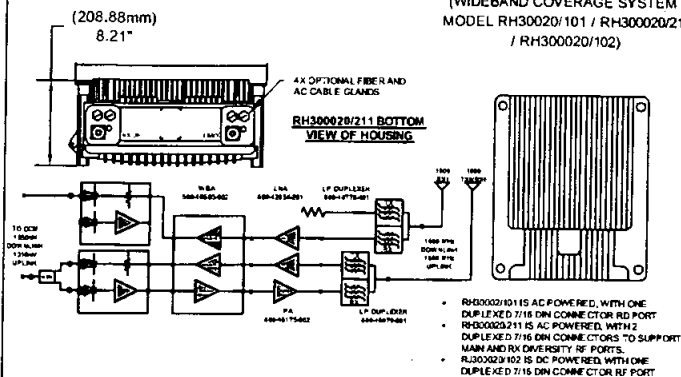
KATHREIN SCALA Dualband X-pol Omni Antenna (Model #840-10501)

General Specifications	
Frequency Range	1710-2170 MHz
Gain	1710-2170 MHz: 8 dBi (with 6-8 dB nulls, typical)
VSWR	<1.5:1
Impedance	50 ohms
Intermodulation (2x20w)	IM3: <-150 dBc
Polarization	+45° upper and lower band -45° upper and lower band
Connector	2 x 7-16 DIN female
Isolation	Intersystem >40 dB (806-960 // 1710-2170 MHz)
Maximum Input power	200 watts (at 50°C) 1710-2170 MHz
Radome Color	Grey
Weight	45 lb (20.4 kg)
Height	24 inches (609 mm)
Radome Diameter	18 inches (467 mm)
Equivalent flat plate area	1.6 ft² (0.148 m²)
Wind survival rating*	180 mph (160 kph)
Mounting	Designed to be mounted on top of a utility pole using a custom mounting bracket supplied by the customer.



* Mechanical design is based on environmental conditions as stipulated in EIA-222-F (June 1996) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity.

(WIDEBAND COVERAGE SYSTEM :
MODEL RH30020/101 / RH300020/211
/ RH300020/102)



RH300020/211 UPLINK DIVERSITY BLOCK DIAGRAM

TECHNICAL SPECIFICATIONS

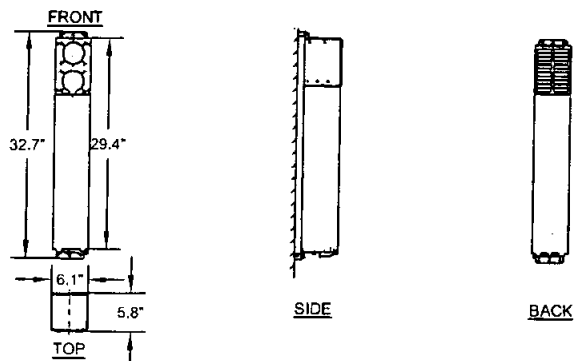
TECHNICAL SPECIFICATIONS					
ELECTRICAL DATA	FREQUENCY RANGE UPLINK FREQUENCY RANGE DOWNLINK FIBER LINK BUDGET GAIN ADJUSTMENT RANGE (1 dB STEPS) GAIN STEP RESOLUTION OUTPUT POWER (COMPOSITE PER BAND) OUTPUT POWER DL (dBm/CARRIER)	1850 - 1915 MHz 1930 - 1935 MHz 10 dBm 25 dB 1 dB +43 dBm	TDMA GSM CDMA WCDMA	 	
ALARM POWER SUPPLY OPTIONS POWER CONSUMPTION	FAULT	LED AND BY REMOTE CONTROL 115-230 VAC/DC 2A/4A VDC 2 A TYPICAL			
MECHANICAL DATA	SIZE, Width	455 x 531 x 208mm (18 x 20.9 x 8.2 in.) SINGLE BAND IS <25 kg (55 lbs.) 716 DIN FEMALE -25°C TO +55°C			
ENVIRONMENTAL DATA	WEIGHT RF CONNECTORS TEMPERATURE RANGE INGRESS/PROTECTION	IP65 / NEMA 4 EN 60950, ETL ETS 300 012 ZAE ETS 300 49-A1 FCC PART 24, FCC PART 27			
APPROVALS AND TEST	SAFETY ENVIRONMENT EMC RADIO				

ANDREW ION-M17P/M19P
SINGLE / DUALBAND OPTICAL SYSTEM

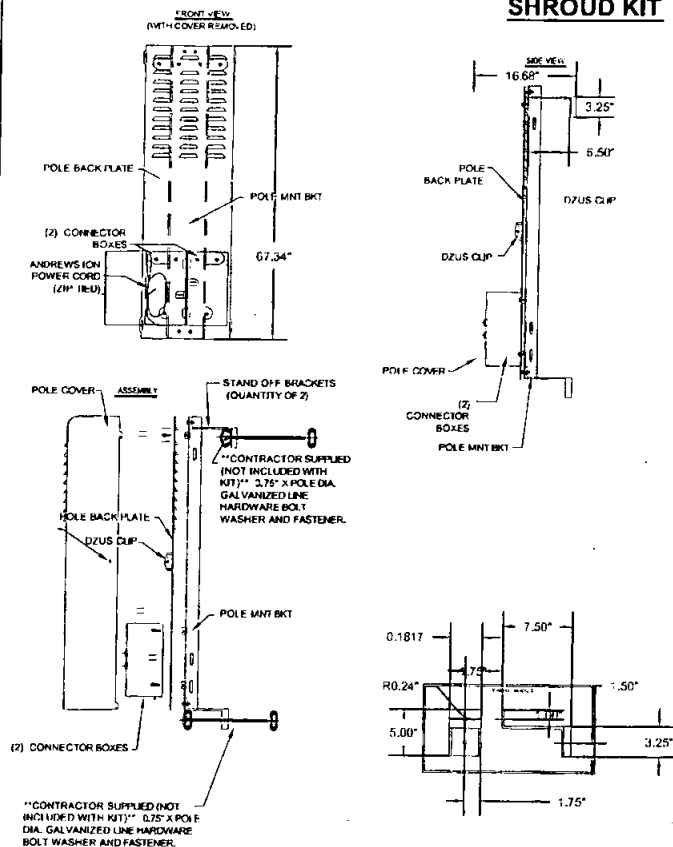
MECHANICAL SPECIFICATIONS*

HEIGHT	831 mm (32.7")
WIDTH	156 mm (6.1")
DEPTH	147 mm (5.8")
WEIGHT	APPROX. 20 kg (40 lbs)
MOUNTING	SPACING REQUIRED: 40 mm (2.0" AROUND UNIT. DO NOT BLOCK AIR INLET AND OUTLET. VERTICAL MOUNTING COMPULSORY.

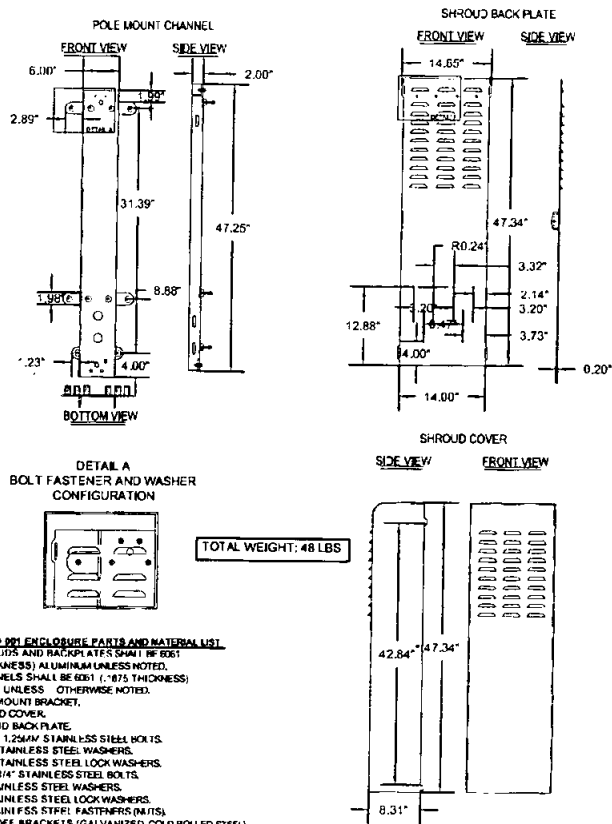
*WITHOUT CONNECTORS



SHROUD KIT



SHROUD ENCLOSURE

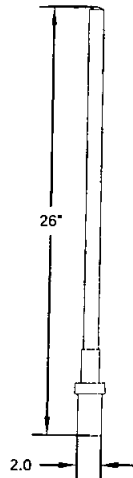
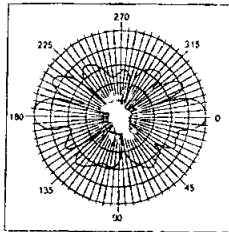


PHAZAR OMNI ANTENNA

E1710 - 2155 MHz OMNI-DIRECTIONAL ANTENNA

- RUGGED, FIBERGLASS RADOME
- FREQUENCY COVERAGE FOR ENTIRE AWS BAND

MODEL AWS360-1710-7-T0M-N



ELECTRICAL SPECIFICATIONS

FREQUENCY RANGE	1710-2155MHz
VSWR	1.7:1 MAX
FORWARD GAIN	7 dBi
POLARIZATION	VERTICAL
MAXIMUM POWER INPUT	200 WATTS
INPUT IMPEDANCE	50 ohms
VERTICAL -3dB BEAMWIDTH	16 +/- 1 DEGREE (NOMINAL)
HORIZONTAL -3dB BEAMWIDTH	360°
AZIMUTH RIPPLE	+/- 0.5 dB
ELECTRICAL DOWNTILT	2 AND 4 DEGREES (T2 AND T4 FOR PART NUMBER)

MECHANICAL & ENVIRONMENTAL SPECIFICATIONS

CONNECTOR	TYPE 'N' FEMALE
MOUNTING	MOUNTS OVER 2" O.D. PIPE
DIMENSION AND WEIGHT	26 INCHES X 2.0 INCH O.D. / < 10 lbs.
COLOR	WHITE STANDARD (COLOR OPTIONS AVAILABLE)
WIND SURVIVAL	120 MPH
LIGHTNING PROTECTION	DIRECT GROUND

MAXRAD ANTENNA

MAXRAD OMNI ANTENNA

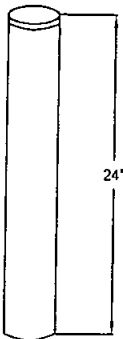
MAXRAD OMNI ANTENNA

23.46 24.21

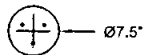
- RED HIDDEN LINES REPRESENTS ANY LINE OF AN OBJECT THAT IS HIDDEN FROM VIEW.
- BLUE SOLID LINES REPRESENTS ANY LINE OF AN OBJECT THAT IS VISIBLE IN A PARTICULAR VIEW.
- BLACK HIDDEN LINES REPRESENTS ITEMS THAT ARE "NOT" INCLUDED IN KIT.

JAYBEAM WIRELESS

MODEL #WB3X080X06Fx00 (TRI-SECTOR ANTENNA)



TOP VIEW



ELECTRICAL SPECIFICATIONS

Frequency:	1710-1880 MHz	1850-1990 MHz	1900-2170 MHz
Gain:	13.5 dBi (11.4 dBd)	13.5 dBi (11.4 dBd)	14.2 dBi (12.1 dBd)
Omni Gain:	8.8 dBi (6.7 dBd)		
Input Impedance:	50 ohms		
VSWR:	<1.4:1		
Polarization:	X-Pol		
Electrical Downtilt (x):	0°, 6°		
Azimuth Beamwidth:	74°	78°	80°
Elevation Beamwidth:	15.0°	13.6°	13.0°
1st Upper Side-lobe:	<15 dB		
Front to Back Ratio:	<18 dB		
Intermodulation:	<-147 dBc 3rd order for 20 W carriers		
Input Power:	6 x 300W		
Connector Type / Location:	6 x 7/16 DIN Female / Radial		
Operating Temperature:	-40° F (-40° C) to +140° F (+60° C)		

MECHANICAL SPECIFICATIONS

Survival Wind Speed:	125 mph (200 km/h, 56 m/s)
Wind Loads (100mph, 160 km/h, 45m/s):	Front: 15 lbf (68 N)
Antenna Weight and Dims (LxWxD):	Weight: 13 lbs (6.8 kg) 24" x 7.5" Dia. (613 mm x 191 mm Dia.)

ANTENNA KIT 008G

(WITH KATHREIN SCALA ANTENNA)

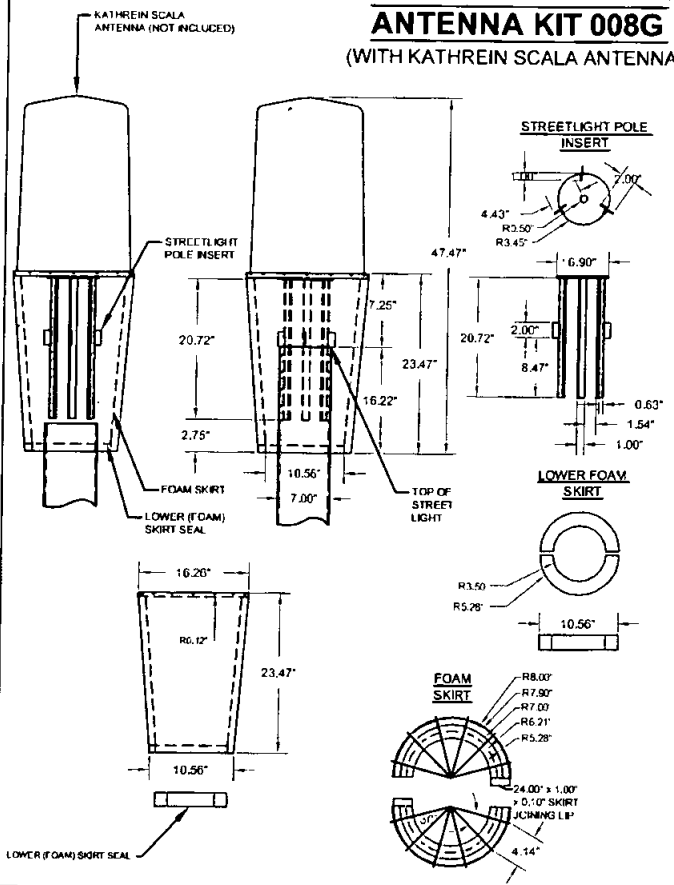


Exhibit C: Interference Protection Requirements

1. **Interference.** Anytime 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 the proposed equipment, transmission frequencies that are currently being operated on-site, and similar or other relevant data from the licensees and/or users operating on-site. The information required to compile this report, including transmit frequencies currently operated on-site, may require collection of data from other licensees operating on-site. A list of other licensees within the Permit Area can be obtained from CITY. CITY is not responsible for any omitted data provided for the purpose of creating this Report. If required, the Report shall be provided to CITY'S General Services Department, Communications Division, Senior Communications Engineer.
2. **Pre-installation Notification.** PERMITTEE shall notify all licensees and/or users operating within the Permit Area of any proposed installation and/or modification at least fourteen (14) calendar days prior thereto. A list of all licensees and/or users operating within the Permit Area may be obtained from CITY and used to compile a notification list. The notification shall be in the form of a letter to each listed licensee and/or user operating within the Permit Area, giving a technical data summary of the proposed new and/or modified equipment and/or installation to be installed within the Permit Area, and shall specify the approximate date of the installation or modification. An additional notification letter shall be sent to CITY'S Communication Engineer at CITY'S General Services Department, Communications Division. This letter shall include a list of all licensees and/or users notified. PERMITTEE shall make complete arrangements and conduct all tests and operations in accordance with all applicable Federal (including FCC) Rules and Regulations.
3. **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 CITY'S existing radio equipment installed within the Permit Area or used in the general area. Resulting degraded technical performance in this instance includes, but is not limited to: (a) detectable or measurable received intermodulation; (b) audio distortion or noise; and (c) receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.
4. **Modifications to Equipment.** Modifications to transmitting equipment (including, but not limited to, those which change effective radiated power, transmitter frequency, transmitter modulation, and/or transmitter spurious and harmonic emissions) may require re-notification to existing licensees and/or users operating within the Permit Area, as well as a new Report.
5. **Resulting Interference.** Should an interference problem occur within the Permit Area (or surrounding area) as a result of any new and/or modified equipment and/or installation, PERMITTEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. If harmful interference cannot be resolved, CITY may recognize the right of other authorized users and, in City's sole discretion, withhold consent

or disallow use of the new and/or modified equipment and/or installation, pending settlement of the interference problems between PERMITTEE and other authorized users.

6. No Obligation by CITY for Loss. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of the foregoing interference protection requirements, and PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S enforcement thereof.

Exhibit D: Emergency Maintenance Procedures

If PERMITTEE discovers that any of the Communications Equipment is damaged, PERMITTEE shall immediately notify **CITY'S Station 38 at (619) 527-7660**.

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **PERMITTEE'S Network Operation Call Center at 1-866-44-NEXTG (446-3984)**.

CITY may require any replacement Communications Equipment to be relocated, as provided for in this Permit.

If the Communications Equipment causes any interference to CITY'S telecommunications equipment and/or system, CITY may require such Communications Equipment to be removed permanently and replaced at another location, as provided for in this Permit.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining the Communications Equipment.

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.