



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

**VERIZON WIRELESS (VAW) LLC
doing business as Verizon Wireless**

**Balboa Park Activity Center
2145 Park Boulevard
(Naval Hospital)**

**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

This CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") is entered into by and 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 ("LESSEE"), 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 Lease 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.

For the purposes of this Lease, the terms listed below are defined as follows:

- 1.1. "Approved Monument" – the CITY-approved monument installed by LESSEE on the "Premises" (defined below) and approved by CITY for LESSEE'S use as provided herein. The Approved Monument is for the primary purpose of providing an architectural feature on the Site (defined below), but shall also have the purpose of accommodating LESSEE'S Operations (defined below) on the Premises during the Term (defined below) of this Lease.
- 1.2. "Communications Equipment" – includes, but is not limited to, antenna structures, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures, more particularly described in Exhibit C.
- 1.3. "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.
- 1.4. "LESSEE'S Operations" – LESSEE'S development, occupancy, use, and/or maintenance of the "Site" and "Premises".
- 1.5. "Premises" – that certain portion of the "Site" used by LESSEE, more particularly described in Exhibit A.
- 1.6. "Site" – that certain parcel of City-owned real property located in the City of San Diego, County of San Diego, State of California, more particularly described in Exhibit A.

2. LEASED PROPERTY.

- 2.1. Lease of Premises. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Premises.

- 2.2. Access to Site. Unless otherwise provided, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Site on a 24-hour, non-exclusive basis to access the Premises using such access points as shown or described in Exhibit A.
- 2.3. Memorandum of Lease. Upon LESSEE'S request, CITY shall execute and deliver to LESSEE a "Memorandum of Lease," substantially in the form attached hereto as Exhibit D, which LESSEE may record in the Office of the San Diego County Recorder.

3. USES.

LESSEE shall use the Premises solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, maintaining, operating, and removing, all at LESSEE'S sole cost and expense, a wireless communication facility on the Premises, including, without limitation, LESSEE'S Communications Equipment.

- 3.1. Continuous Use. LESSEE shall continuously occupy and use the Premises throughout the "Term" (defined below) of this Lease.
- 3.2. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease.

4. TERM.

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. "Lease 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. Holdover. LESSEE may not continue in possession of the Premises past the expiration or earlier termination of this Lease. 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").
- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Premises to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from LESSEE'S Operations, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of LESSEE'S Operations. LESSEE shall surrender the Premises in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

LESSEE shall pay to CITY rent in the amount of \$33,600 (Thirty-three Thousand Six Hundred Dollars) per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows:

Lease Year Two	\$34,608.00
Lease Year Three	\$35,646.24
Lease Year Four	\$36,715.63
Lease Year Five	\$37,817.10
Lease Years Six – Ten	Market Rent Adjustments by Appraisal

The above rent schedule reflects an annual rent escalation equal to three percent (3%) above the annual rent for each preceding Lease Year. For the sixth through the tenth Lease Years, the rent may be adjusted upward pursuant to the “Market Rent Adjustments by Appraisal” section, below.

- 5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the annual rent for the sixth Lease Year shall be adjusted to equal the then existing market rent as determined by an appraisal, which adjustment shall be effective as of the first day of the sixth Lease Year (“Adjustment Date”). Such appraisal shall be performed by a staff appraiser of CITY’S Real Estate Assets Department (“READ”) or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases (“Qualified Appraiser”) and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Premises, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by LESSEE to CITY within thirty (30) calendar days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in effect immediately prior to the Adjustment Date. Once adjusted, the annual rent shall increase on each anniversary of the Adjustment Date by an amount equal to 3% of the annual rent paid in the preceding Lease Year. In lieu of the above adjustment to market rent, CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the rent for each year of the remaining five (5) Lease Years shall be set at three percent (3%) above the annual rent for each preceding Lease Year.
- 5.2. Time and Place of Payment. Rent is due annually in advance on or before the first day of each Lease Year. All rents required by this Lease shall be made payable to the City Treasurer and mailed to:

The City of San Diego
Office of the City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

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

5.3. Delinquent Rent. If LESSEE fails to pay rent when due, LESSEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) calendar days past due, LESSEE shall pay an additional five percent (5%), for a total of ten percent (10%), which is agreed by the Parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent 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 LESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

5.4. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Premises. LESSEE shall make any and all of its records and accounts relating to its use of the Premises available to CITY for inspection at a reasonable location and time so that CITY can determine LESSEE'S compliance with this Lease. LESSEE'S failure to keep and maintain records and make them available for inspection by CITY shall be a default of this Lease. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease. This section shall survive the expiration or earlier termination of this Lease.

6. QUIET POSSESSION.

LESSEE, paying the rent and performing its obligations under this Lease, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Premises. If during the Term, LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, this Lease shall not be voided thereby, and CITY shall not be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated by CITY, in writing, a

proportionate reduction of the rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Premises.

7. INSURANCE.

- 7.1. Prerequisites to LESSEE'S Operations. Prior to LESSEE'S Operations, LESSEE shall complete each of the following:
- 7.1.1. LESSEE 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 READ a current certificate of such insurance currently in effect;
 - 7.1.2. LESSEE shall obtain an All-Risk Property insurance policy providing coverage for all of LESSEE'S insurable property on the Premises in an amount to cover one hundred percent (100%) of the replacement cost, and deliver to READ a current certificate of such insurance currently in effect;
 - 7.1.3. LESSEE 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 LESSEE'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 Lease 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 LESSEE required under this Lease shall be the sole responsibility of LESSEE.
- 7.4. Continuity of Coverage. Each insurance policy required under this Lease shall be in effect prior to LESSEE'S Operations, except that "course of construction fire insurance/builders risk" shall be in force upon commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. LESSEE shall keep in force each of the insurance policies required under this Lease 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, LESSEE 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 Lease.

- 7.5. Modification. To assure protection from and against the kind and extent of risk existing on the Premises, CITY, in its sole discretion, may require the reasonable revision of amounts and coverage, at any time during the Term, by giving LESSEE thirty (30) calendar days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements constructed by LESSEE, in order to meet the requirements of this Lease.
- 7.6. Accident Reports. LESSEE shall report to CITY any accident causing property damage or injury to persons on the Site. 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 LESSEE fails or refuses to obtain or maintain any of the insurance required under this Lease, or fails to provide proof of such insurance, CITY may obtain the insurance. LESSEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify LESSEE of such payment of premiums, stating the amount paid, the name of each insurer, and the rate of interest. LESSEE shall pay such reimbursement and interest on the first day of the month following CITY'S notice. **Notwithstanding any other provision of this Lease, if LESSEE fails or refuses to obtain or maintain any of the insurance required under this Lease, or fails to provide proof of such insurance, CITY may terminate this Lease immediately upon such breach. Upon such termination, LESSEE shall immediately cease its use of the Premises and commence and diligently pursue the removal of its property from the Site.**

8. ACCEPTANCE OF PREMISES.

LESSEE represents and warrants that LESSEE has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Premises are in the condition called for herein, that CITY has performed all work with respect to the Premises, and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Premises. LESSEE has been given the opportunity to investigate the Premises for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. LESSEE shall notify CITY if LESSEE'S investigations indicate the presence of any substances on the Premises. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises.

9. SITE PLANS.

LESSEE shall develop the Premises in accordance with plans approved by CITY'S Development Services Department and attached as Exhibit B. 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. LESSEE'S failure to comply with the approved plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

LESSEE shall not construct any improvements, structures, or installations on the Premises, or make any alterations to the Premises (with the exception of necessary maintenance and/or repairs) without CITY'S prior written consent. LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Premises without CITY'S prior written consent.

- 10.1. Landscaping. If required in the approved site plans set forth in Exhibit B, LESSEE shall install landscaping and irrigation (collectively, "Landscaping") on the Premises in conformance with the description of the Site and Premises set forth in Exhibit A and the approved site plans set forth in Exhibit B. The installation of irrigation shall include connection to CITY'S existing irrigation system at the Site. LESSEE shall maintain the Landscaping installed on the Premises to the reasonable satisfaction of CITY'S Park and Recreation Department for a period of two (2) years from the date the Landscaping is installed on the Premises in conformance with the approved site plans set forth in Exhibit B (i.e., the date the installation of the Landscaping passes final inspection by CITY), except that CITY will be responsible for watering the Landscaping during this two-year period. After the two-year period, CITY will maintain the Landscaping installed on the Premises for the remainder of the Term.
- 10.2. Upgrading. If changes in technology occur during the Term that require LESSEE to upgrade the Communications Equipment, LESSEE may perform such upgrading, provided that: (1) LESSEE obtains CITY'S prior written consent; (2) the upgrading does not damage or interfere with any adjacent improvements on the Site; and (3) the upgrading complies with the requirements set forth in Exhibit E.
- 10.3. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Premises, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.
- 10.4. Repair and Restoration. These provisions shall not relieve LESSEE of any obligation under this Lease to maintain the Premises in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements.

11. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management of the Premises for the permitted uses to the reasonable satisfaction of CITY. For purposes of this section, “competent management” shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a fiscally responsible manner and in accordance with industry standards.

12. COMPLIANCE WITH LAWS AND POLICIES.

12.1. General. LESSEE’S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE’S sole cost and expense. LESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.

12.2. Nondiscrimination. LESSEE 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 LESSEE’S Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

12.3. Water Quality Assurances. The CITY AND PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises 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 BMP’s so as not to cause pollutant discharges to the storm drain system in violation of Section 43.03, Stormwater Ordinance.

Therefore, PERMITTEE shall, at a minimum, implement and comply, as applicable, with the BMP’s for industrial and commercial facilities adopted under San Diego Municipal Code Section 43.0307(a).

It is ultimately the PERMITTEE’s responsibility to prevent pollutant discharges to the storm drain system. Therefore, the PERMETTEE will identify and implement any additional BMP’s that may be required to avoid the discharged of pollutants to the storm drain system from the Premises.

12.4. Equal Benefits. LESSEE shall comply with SDMC sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. To the extent so required by the SDMC, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease. Such certification shall be in

substantially the form attached hereto as Exhibit I, which shall be delivered to CITY concurrently with the execution of this Lease.

13. TELECOMMUNICATIONS PROVISIONS.

- 13.1. Entire Installation. LESSEE represents and warrants that the Communications Equipment listed in Exhibit C constitutes the entire installation, which LESSEE shall update from time to time upon CITY'S request.
- 13.2. Radio Frequency Radiation. LESSEE 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 Site casually accessible by the general public or by any worker at ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any portion of the Site discovered by LESSEE to exceed such federally mandated limits. LESSEE shall not hold CITY responsible for its radiation levels found to exceed such limits. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any equipment installed on the Site may, at times, require shutdown to allow maintenance on antenna structures. LESSEE shall allow shutdown periods when required for such maintenance, provided CITY uses reasonable efforts to ensure that the 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 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. LESSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. LESSEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days before the change.
- 13.3. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit E, which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or RF interference with any CITY-authorized equipment on the Site, provided that the installation and operation of such CITY-authorized equipment pre-dates the installation of the Communications Equipment at the Site.
- 13.4. Industry Standards. LESSEE shall perform all Communications Equipment installations, modifications, 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:

- 13.4.1. LESSEE shall remove all trash and debris from the Premises at the end of each workday and upon completion of a project;
- 13.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
- 13.4.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users on the Site; and
- 13.4.4. LESSEE shall comply with the requirements set forth in Exhibit F with respect to any Communications Equipment installation or modification. CITY may, in its sole discretion, update Exhibit F from time to time.
- 13.5. Collocation. If the Site is a shared site, LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) on the Site without CITY'S prior written consent.
- 13.6. Interference with CITY Operations or Public Use. LESSEE'S Operations shall not unreasonably interfere with CITY operations or public use of CITY-owned property.
- 13.7. Site Access and Security. If the Site is located on Water Department property, LESSEE shall comply with the procedures described in Exhibit H, which may be updated from time to time in CITY'S sole discretion. LESSEE'S failure to comply with such procedures shall be a default of this Lease.
- 13.8. CITY Water Tanks. If any Communications Equipment is attached to CITY water tanks, upon CITY'S request, LESSEE shall immediately repair the water tanks at the attachment location, re-attach loose Communications Equipment, or otherwise change the attachment method as CITY may reasonably direct. LESSEE shall temporarily remove its Communications Equipment from CITY water tanks during periods of water tank maintenance and painting.

14. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Premises. LESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE'S Operations. LESSEE shall keep the Premises clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Premises is damaged by any cause that puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Premises all debris resulting from the damage and restore the Premises 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. LESSEE shall commence preliminary steps toward performing repairs and/or

restoration of the Premises 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 Premises within one hundred eighty (180) calendar days after such occurrence.

15. HAZARDOUS SUBSTANCES.

LESSEE shall not allow the installation or release of Hazardous Substances in, on, under, or from the Premises or Site. LESSEE and LESSEE'S agents and contractors shall not store, utilize, or sell any Hazardous Substance on the Premises or Site without CITY'S prior written consent. 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.

- 15.1. Remediation. If LESSEE'S Operations result in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 15.2. Indemnification. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'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.
- 15.3. Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on or beneath the Premises or Site, LESSEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) calendar days after receipt of the knowledge or cause for belief. If LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and/or safety, LESSEE may take all actions necessary to alleviate the danger. LESSEE shall notify CITY immediately of any notice of violation received, environmental action initiated, or private suit filed that is related to the Premises or Site.
- 15.4. Environmental Assessment. Upon reasonable cause to believe that LESSEE'S Operations resulted in any Hazardous Substance being released on or beneath the Premises or Site, CITY may cause an environmental assessment of the Premises or Site 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 LESSEE'S sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE'S Operations on, in, or under the Premises or Site, 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. LESSEE shall cause, or if LESSEE 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 LESSEE shall pay all costs and expenses therefor.

16. SIGNS.

LESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found on the Premises, LESSEE shall remove the item at LESSEE'S sole cost and expense within twenty-four (24) hours after CITY'S demand therefor, or CITY may then enter the Premises and remove the item at LESSEE'S cost and expense. LESSEE shall post a clearly marked sign at the Premises indicating LESSEE'S name and emergency telephone number.

17. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Approved Monument and the Premises throughout the Term. In doing so, LESSEE 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 Premises 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 description of the Site and Premises 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.

17.1. CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Premises at any time. If CITY performs such maintenance, CITY shall provide LESSEE 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 LESSEE notice as soon as reasonably possible thereafter), and LESSEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance on the Premises.

17.2. Non-Water Department Property. If the Site is located on non-Water Department property, the Parties shall comply with the emergency maintenance procedures set forth in Exhibit G, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

18. ENTRY AND INSPECTION.

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

19. UTILITIES.

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

20. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, or levied by reason of LESSEE'S business or other LESSEE activities related to the Premises, including, without limitation, any licenses or permits. LESSEE acknowledges that this Lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interests. LESSEE shall pay all such possessory interest taxes. LESSEE'S payment of taxes, fees, and assessments shall not reduce any rent due CITY.

21. SUPERIOR INTERESTS.

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

22. ENCUMBRANCES.

Only with CITY'S prior written consent in each instance, which consent shall be in CITY'S sole discretion, and upon the condition that LESSEE apply any Premises-related loan proceeds exclusively to its installation of wireless communication facilities on the Premises, LESSEE may pledge its leasehold estate hereunder to secure its performance under the subject debt instrument.

- 22.1. Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE'S wireless communication facilities on the Premises, including, but not limited to, the following: off-site improvements for service of the Premises; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs, such as discounts, interest, and commissions; and architectural, engineering, and attorney fees and other normal expenses incidental to such installation.
- 22.2. Subsequent Encumbrances. After the Premises are fully developed, as contemplated by this Lease and to CITY'S satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then CITY'S consent thereto may be subject, in CITY'S sole discretion and without limitation, to increasing the rent to then-current market rates. LESSEE may use the proceeds from any such subsequent encumbrance for any purpose approved by CITY.
- 22.3. Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the approved mortgagee or beneficiary as the "LESSEE" under this Lease, with all rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.
- 22.4. Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY'S review and approval, which may not be unreasonably withheld.
- 22.5. Liens. LESSEE 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 LESSEE'S use, improvement, alteration, maintenance, or repair of the Premises, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE'S use, improvement, alteration, maintenance, or repair of the Premises results in a lien or notice of lien being filed against the Premises or Site LESSEE shall, within five (5) 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.

23. ASSIGNMENT AND SUBLETTING.

23.1. Assignment.

- 23.1.1. For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this Lease by LESSEE or by any partners, principals, or controlling shareholders of LESSEE, and, if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE'S general partners, principals, or controlling shareholders.
- 23.1.2. LESSEE shall not assign this Lease, or any interest in this Lease, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. LESSEE shall not assign this Lease, or any interest in this Lease, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.
- 23.1.3. CITY'S consent to any Assignment pursuant to Section 23.1.2 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 Lease which are applicable to the rights acquired.
- 23.1.4. LESSEE shall not permit any person (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Premises, or any part of the Premises.
- 23.1.5. Consent by CITY to any Assignment of this Lease pursuant to Section 23.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
- 23.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE'S interest herein by operation of law, without CITY'S prior written consent.
- 23.1.7. Any Assignment of this Lease, or any use or occupancy of the Premises by any other person, in violation of the foregoing provisions (Sections 23.1.1 through 23.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.

- 23.2. Subletting. LESSEE shall not sublet, in whole or in part, the Premises, or any right or appurtenant privilege to the Premises.

23.2.1. Any subletting, in whole or in part, of the Premises shall be void and shall be a default of this Lease, and CITY may thereupon terminate this Lease.

23.3. Provisions Binding on Successors. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

24. INDEMNIFICATION.

24.1. LESSEE'S Indemnity Obligation. LESSEE 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 Lease or LESSEE'S Operations, and all costs and expenses of investigating and defending against same, including, without limitation, reasonable attorney fees and costs; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of 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, LESSEE shall pay all of the costs related thereto, including, without limitation, reasonable attorney fees and costs.

25. OTHER GOVERNMENTAL ACTIONS.

By entering into this Lease, neither CITY nor the San Diego 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 Premises. Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may be required for LESSEE'S Operations. LESSEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Premises, as are necessary for LESSEE'S Operations.

26. CITY'S RESERVATION OF RIGHTS.

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

permanent improvements located on the Premises or to LESSEE'S Communications Equipment resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage, as reasonably determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

27. REASSIGNMENT OF SPACE.

At any time during the Term, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Site.

- 27.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Space either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Space, or otherwise as soon as possible after receipt of all necessary permits and approvals required for any CITY construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE'S use of the Relocation Space. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.
- 27.2. Physical Relocation of Equipment. The physical relocation of all or any part of LESSEE'S Communications Equipment shall only be done by LESSEE or LESSEE'S contractors.
- 27.3. Broadcast and/or Receiving Capability. CITY shall use its best efforts to ensure continuous, uninterrupted broadcast, and/or receiving capability during any conversion, including the installation and operation by LESSEE of a CITY-approved temporary wireless communication facility on the Site.
- 27.4. No Agreement. If CITY and LESSEE are unable to agree on an acceptable relocation space, then LESSEE may terminate this Lease upon thirty (30) calendar days prior written notice to CITY, without further obligation thereto.
- 27.5. Premises Redefined. After a reassignment and relocation as provided in this section, the Premises shall be redefined to be the Relocation Space. CITY and LESSEE agree that "as built" drawings of the Relocation Space, including any access and utility easements, may be prepared by a licensed architect at LESSEE'S sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 32.12 below) to include a full description of the Relocation Space and the new "as built" drawings. Except as expressly provided in this section, any such reassignment and relocation shall not alter, modify, or otherwise change any of the terms or conditions of this Lease.

28. EMINENT DOMAIN.

If all or part of the Premises is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or its beneficiary or mortgagee) shall be as follows:

- 28.1. Full Taking. If the entire Premises is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 28.2. Partial Taking - Remainder Unusable. If a partial taking of the Premises occurs, and in the opinion of CITY, the remaining part of the Premises is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 28.3. Partial Taking - Remainder Usable. If a partial taking of the Premises occurs, and in the opinion of CITY, the remaining part of the Premises is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The rent shall be equitably reduced to reflect the portion of the Premises taken, but only to the extent that LESSEE'S use of the Premises is reduced or impaired.
- 28.4. Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- 28.5. Transfer. CITY may transfer CITY'S interests in the Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Premises in accordance with this Lease.
- 28.6. No Inverse Condemnation. CITY'S exercise of any right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

29. DEFAULT AND REMEDIES.

- 29.1. Default. Each of the following shall constitute an event of default under this Lease:
 - 29.1.1. LESSEE'S failure to make any payment required under this Lease when due, if the failure continues for five (5) calendar days past due following written notice of the failure by CITY;

- 29.1.2. LESSEE'S breach of any of its obligations under this Lease, other than those requiring payment to CITY, and LESSEE 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, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;
- 29.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;
- 29.1.4. LESSEE 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;
- 29.1.5. LESSEE is adjudicated a bankrupt;
- 29.1.6. LESSEE makes a general assignment for the benefit of creditors; and
- 29.1.7. LESSEE uses the Premises for any unauthorized purpose.

29.2. Remedies.

- 29.2.1. General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.
- 29.2.2. For Monetary Default. Upon LESSEE'S default for nonpayment under Section 29.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or to possession of the Premises, and CITY may enter and take possession of the Premises and may recover the amount set forth below.
- 29.2.3. For Non-Monetary Default. Upon LESSEE'S default based upon Sections 29.1.2 through 29.1.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the Premises or possession of the Premises, and CITY may enter and take possession of the Premises and may recover from LESSEE the amount set forth below. If any default described in Sections 29.1.2 through 29.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.
- 29.2.4. CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:

- 29.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
- 29.2.4.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that LESSEE affirmatively proved could have been reasonably avoided; plus
- 29.2.4.3. The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the award minus (ii) the amount of rent lost, if any, as LESSEE affirmatively proves could be reasonably avoided; plus
- 29.2.4.4. Any other amount necessary to compensate CITY for the detriment proximately caused by LESSEE'S failure to perform LESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus
- 29.2.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.
- 29.2.4.6. As used in Sections 29.2.4.1 and 29.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 29.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent, percentage rent, and any and all other amounts that LESSEE is required to pay to CITY under this Lease.
- 29.2.4.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.

29.3. Leasehold Pledged as Security. If LESSEE is in default under this Lease and the leasehold is pledged as security for a CITY-authorized encumbrance, CITY shall notify the mortgagee or beneficiary thereof of LESSEE'S default. CITY shall allow such mortgagee or beneficiary thirty (30) calendar days to cure the default or, if the default is not curable within thirty (30) calendar days, to commence to cure the default and diligently pursue the cure to completion. CITY may, in its sole discretion, extend such time to cure the default if CITY deems that the mortgagee or beneficiary is pursuing the cure with reasonable diligence.

- 29.3.1. If the mortgagee or beneficiary is required to exercise its right to cure a default through litigation or foreclosure, then CITY may take the following actions to expeditiously cure the default:

- 29.3.1.1. CITY may correct the default and charge the costs incurred to LESSEE'S account, which charge shall be due and payable on the date that the rent is next due after CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;
 - 29.3.1.2. CITY may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of CITY; or
 - 29.3.1.3. CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY'S early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.
- 29.3.2. If the default is not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee are approved by CITY, may substitute itself in the place of LESSEE by assuming all of LESSEE'S rights and obligations under this Lease. If such a lender notifies CITY of its intention to substitute itself in LESSEE'S place, in writing, within thirty (30) calendar days after receipt of CITY'S notice of default, and the default is cured by the lender, then this Lease will not terminate pursuant to the default. Subject to such a cure and LESSEE'S assignment to the lender of LESSEE'S rights and obligations under this Lease, CITY shall consent to the assignment.
- 29.4. Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE'S interest in the Premises. If LESSEE fails or refuses to deliver any such quitclaim deed, CITY may prepare and record a notice reciting LESSEE'S failure to perform such obligation, and such notice shall be conclusive evidence of the termination of this Lease and termination of LESSEE'S rights to the Premises.
- 29.5. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Premises, this Lease shall continue in effect as long as CITY does not terminate this

Lease, and CITY may enforce all its rights and remedies under this Lease, including, without limitation, the right to recover the rent as it becomes due, plus damages.

- 29.6. Waiver. CITY'S waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by CITY in order to constitute a valid and binding waiver. CITY'S delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY'S acceptance of any rent shall not be a waiver of any default preceding the rent payment. The property constituting the Premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. CITY'S failure to discover a breach or default or take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but CITY may, at all times, require the cure of any breach or default regardless of when discovered.

30. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

Except as otherwise provided in this section, all improvements to the Premises (including, without limitation, all structures, trade fixtures, installations, and additions), constructed on the Site by LESSEE or by LESSEE'S contractors and/or subcontractors at any time during the Term (hereinafter referred to in this section as "LESSEE'S Improvements"), as well as all Communications Equipment, machines, appliances, equipment, and other personal property, brought to the Site by LESSEE or LESSEE'S contractors and/or subcontractors at any time during the Term (all or any portion thereof hereinafter referred to in this section as "LESSEE'S Personal Property"), shall be the property of LESSEE (hereinafter referred to in this section as "LESSEE'S Property").

- 30.1. At the expiration or earlier termination of this Lease, and at CITY'S option, any and all of LESSEE'S Improvements shall be deemed to be part of the Premises and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Lease.

- 30.1.1. If CITY elects not to assume ownership of any of LESSEE'S Improvements, CITY shall notify LESSEE at least one hundred eighty (180) calendar days prior to the expiration of this Lease, or immediately upon earlier termination of this Lease, and LESSEE shall remove all such LESSEE'S Improvements as directed by CITY, all at LESSEE'S sole cost and expense. If LESSEE fails to remove any of LESSEE'S Improvements as directed, CITY may cause their removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.

- 30.2. On or before the expiration of this Lease, or as CITY may direct upon earlier termination of this Lease, LESSEE shall remove from the Premises LESSEE'S Personal Property. If LESSEE fails to remove any of LESSEE'S Personal Property as required herein, then either: (i) such property shall be considered abandoned and become CITY'S property free of all claims and liens; or (ii) CITY may cause such

property's removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.

30.2.1. If LESSEE desires to dispose of any of LESSEE'S Personal Property used in the operation of its wireless communication facilities on the Premises, CITY shall have the first right to acquire or purchase such property.

30.3. LESSEE shall repair, at its sole cost and expense, all damage to the Premises resulting from the removal of LESSEE'S Property from the Premises by LESSEE or LESSEE'S contractors and/or subcontractors.

30.3.1. If the removal of LESSEE'S Property by LESSEE (or LESSEE'S contractors and/or subcontractors) or by CITY takes place after expiration of this Lease, or beyond CITY'S direction upon earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Lease, until all of LESSEE'S Property has been removed from the Site.

31. NOTICES.

Any notice required or permitted to be given under this Lease 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 LESSEE:

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

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

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

If to CITY'S Water Department for site access, in accordance with Exhibit H:

City of San Diego
Water Department
Attention: Program Manager
2797 Caminito Chollas
San Diego, CA 92105

- 31.1. Address Changes. Any party entitled or required to receive notice under this Lease may, by like notice, designate a different address to which notices shall be sent.
- 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 Lease shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 32.2. Entire Understanding. This Lease contains the entire understanding of the Parties. CITY and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE'S Operations. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each party to this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.
- 32.3. Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE'S Operations, by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.

- 32.4. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 32.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 32.6. Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE'S Operations on the Premises in a creditable manner and in accordance with industry standards.
- 32.7. Joint and Several Liability. If LESSEE 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 LESSEE under this Lease.
- 32.8. Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease 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. This provision shall not apply to LESSEE'S obligation to pay rent. If CITY or LESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 32.9. CITY'S Consent or Approval. Whenever required under this Lease, 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.
- 32.10. San Diego's Strong Mayor Form of Governance. All references to "City Manager" in this Lease (and all subsequent amendments to this Lease) 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 the "strong mayor") form of governance, pursuant to Article XV of CITY'S City Charter.
- 32.11. Consent by Either Party. Except as otherwise expressly provided in this Lease, consent to be given by either party may not be unreasonably withheld or delayed.
- 32.12. Lease Modifications. This Lease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.
- 32.13. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of LESSEE'S service requests upon receipt of LESSEE'S payment of the applicable fee. The fee

schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.

- 32.14. Survival. Any obligation under this Lease that requires a party's performance of that obligation after the expiration or earlier termination of this Lease shall survive such expiration or termination.
- 32.15. Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 32.16. Number and Gender. In this Lease, 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.
- 32.17. Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease 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 Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease 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.
- 32.18. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

32.19. Exhibits Incorporated. All exhibits referenced in this Lease are incorporated into the Lease by this reference.

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

Date: 10/22/13

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
(Print Name) James F. Barwick, CCIM
(Title) Director, Real Estate Assets

Date: _____

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

By [Signature] 10/10/13
Brian Mecum
Area Vice President Network

Environmental Analysis Section Environmental Clearance:

Exempt from CEQA per CEQA Section 15303 (per PTS Review No. 237370).

Date: 10/20/13

BY: [Signature]
Name: MARTHA BLAKE
Title: Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 10/31/13

JAN I. GOLDSMITH, City Attorney

By [Signature]
Leslie Fitzgerald
Deputy City Attorney

I:\READ\MORERO\VERIZON\Balboa Park Activity Ctr\Monument Lease Final 9112013.DOC

Exhibit A

Description of Site and Premises

LESSEE Site No.: Naval Hospital

Location: 2145 Park Boulevard, San Diego, California 92101

Assessor's Parcel Number: 534-450-11

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

THAT PORTION OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MISCELLANEOUS MAPS THEREOF NO. 36, BY JAMES PASCOE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A PORTION OF PUEBLO LOT 1136 AND PUEBLO LOT 1143 OF SAID PUEBLO LAND ACCORDING TO MISCELLANEOUS MAPS THEREOF NO. 35, BY CHARLES B. POOLE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE UNITED STATES OF AMERICA BY THE CITY OF SAN DIEGO BY DEED DATED SEPTEMBER 3, 1919, AND RECORDED IN BOOK 867 OF DEEDS, AT PAGE 302, RECORDS OF SAID COUNTY RECORDER; THENCE SOUTH 70°31'49" EAST ALONG THE NORTHERLY LINE OF SAID LAND TO THE UNITED STATES OF AMERICA A DISTANCE OF 7.14 FEET; THENCE SOUTH 0°03'49" EAST 1171.17 FEET; THENCE NORTH 89°56'11" EAST 111.16 FEET; THENCE SOUTH 0°01'56" EAST 404.56 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°17'11" A DISTANCE OF 154.59 FEET; THENCE SOUTH 44°19'07" EAST 86.65 FEET TO A POINT ON A CURVE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'56" A DISTANCE OF 185.47 FEET; THENCE SOUTH 8°48'49" WEST 78.00 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°47'55" A DISTANCE OF 154.15 FEET; THENCE SOUTH 67°59'06" EAST 153.28 FEET TO A POINT ON A CURVE CONCAVED NORTHERLY HAVING A RADIUS OF 70.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°45'08" A DISTANCE OF 87.66 FEET; THENCE NORTH 40°15'46" EAST 669.59 FEET; THENCE NORTH 3°05'37" WEST 629.84 FEET; THENCE NORTH 44°56'11" EAST 169.71 FEET; THENCE SOUTH 0°03'49" EAST 686.77 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN A DEED TO THE UNITED STATES OF AMERICA DATED JULY 17, 1940, AND RECORDED IN BOOK 1384, PAGE

397 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 29°15'52" WEST 211.88 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°59'54" A DISTANCE OF 95.98 FEET; THENCE SOUTH 40°15'46" WEST 987.17 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHERLY HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°46'18" A DISTANCE OF 257.51 FEET; THENCE NORTH 65°57'56" WEST 133.93 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 200.00 FEET; THENCE DEPARTING FROM SAID SOUTHEASTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°34'56" A DISTANCE OF 148.64 FEET; THENCE NORTH 23°23'00" WEST 425.34 FEET; THENCE NORTH 27°19'00" WEST 207.76 FEET; THENCE NORTH 30°58'00" WEST 203.42 FEET; THENCE SOUTH 63°02'59" EAST 138.58 FEET; THENCE NORTH 0°03'49" WEST 1643.44 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LAND TO THE UNITED STATES OF AMERICA DATED SEPTEMBER 3, 1919; THENCE NORTH 64°14'11" EAST ALONG SAID NORTHERLY LINE 456.04 FEET TO THE POINT OF BEGINNING.

Description of Premises: 14'0 x 21'6" Equipment Room; 9'4" x 11'4" Equipment Enclosure; and 54'1" tall tower structure. All routes of related cables and utilities.

Exhibit B

Site Plans

ATTACHMENT 8

Naval Hospital
2145 Park Blvd.
San Diego, CA 92101



EXISTING



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

EXHIBIT "A"

Project Number:

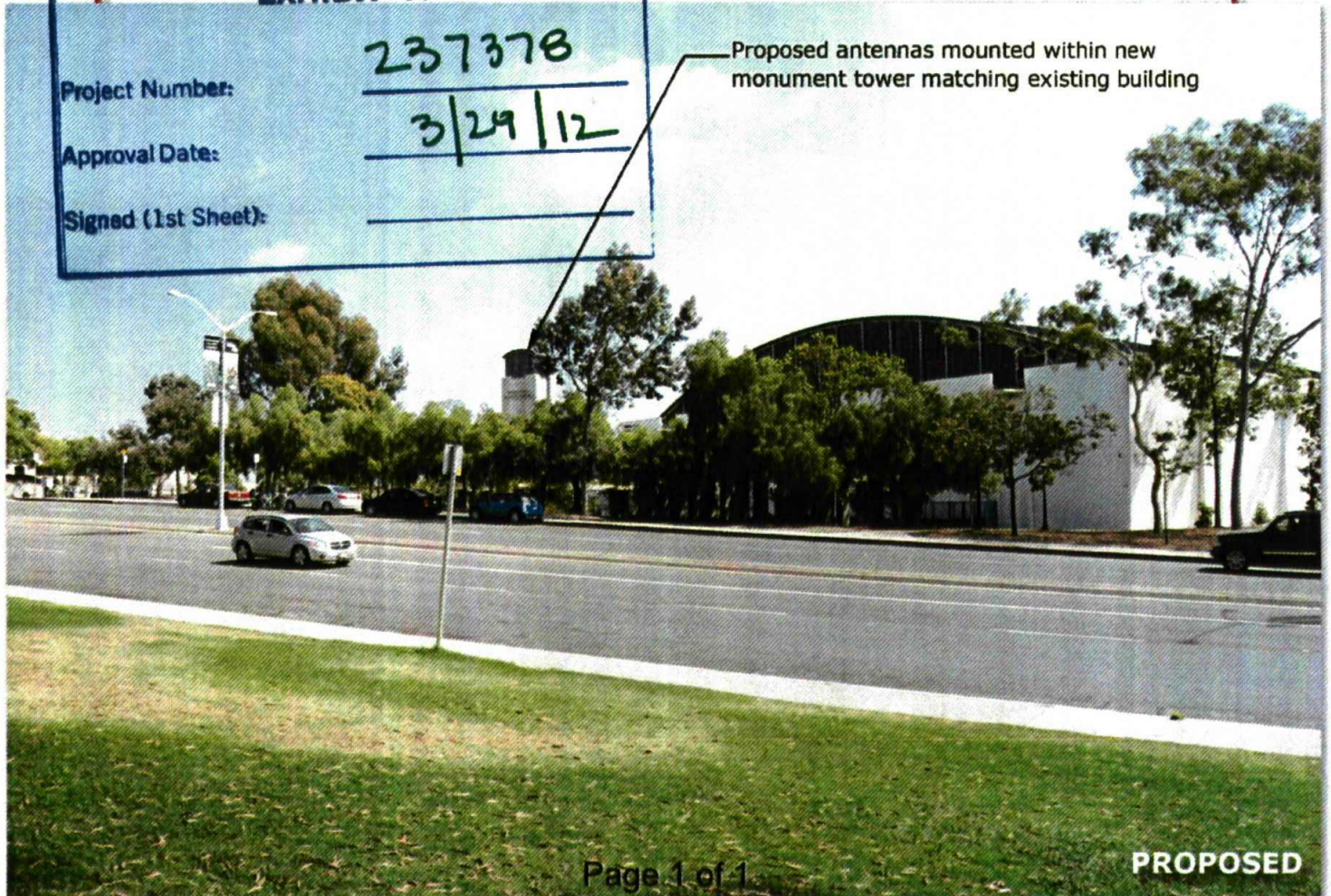
237378

Approval Date:

3/29/12

Signed (1st Sheet):

Proposed antennas mounted within new
monument tower matching existing building



Page 1 of 1

PROPOSED

Photosimulation of proposed telecommunications site: Location B

11/1/2011

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

EXHIBIT "A"

Project Number: 237378
Approval Date: 3/24/12
Signed (1st Sheet): *Atkinson*

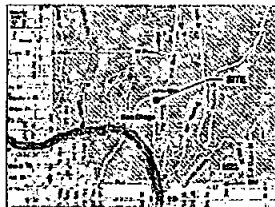
verizonwireless

BALBOA PARK ACTIVITY CENTER
2145 PARK BOULEVARD
SAN DIEGO, CA 92101
NAVAL HOSPITAL

REQUIRED INFORMATION FOR
AIRPORT AUTHORITY
CONSISTENCY DETERMINATION

1. HEIGHT OF BUILDING(S) ABOVE GRADE: 84.11 FT.
2. MAXIMUM FEET ABOVE MEAN SEA LEVEL: 308.27 FT.
3. LOT COVERAGE: 3.5%
4. TOTAL BUILDING SPACE AREA: 52,915 SF
5. AREA OF PROPERTY: 1,504,385 SF
6. FLOOR AREA RATIO (FAR): 0.04
- A. PROPERTY DEED OR TITLE REPORT LISTING CURRENT OWNER OF RECORD
- B. ASSESSOR'S PARCEL MAP PAGE SHOWING PROPERTY
- C. FAA PART 77 DETERMINATION OF NO HAZARD

VICINITY MAP



THOMAS GUIDE PAGE 1289, C1

ADDRESS: 2145 PARK BOULEVARD
SAN DIEGO, CA 92101

COORDINATES OF ANTENNA SECTORS (HAD 03)
ALPHA: LATITUDE: 32° 43' 37.81" NORTH
BETA: LONGITUDE: 117° 09' 50.83" WEST

COORDINATES OF ANTENNA SECTORS (HAD 27)
ALPHA: LATITUDE: 32° 43' 37.83" NORTH
BETA: LONGITUDE: 117° 09' 49.81" WEST

DIRECTIONS:

(FROM VIEW'S OFFICE IN JPMORGAN) TAKE I-5 SOUTH TO I-805 SOUTH, CONTINUE ON I-805 SOUTH TO I-163 SOUTH, CONTINUE SOUTH ON I-163 TO PARK BOULEVARD LEFT, TAKE THE PARK BOULEVARD LEFT AND TURN LEFT ON PARK BOULEVARD, CONTINUE NORTH ON PARK BOULEVARD AND FOLLOW SIGNS TO ACTIVITY CENTER.

NOTE

THE ANTENNAS ARE LOCATED MORE THAN 100 FEET FROM THE PROPERTY LINE OF THE FOLLOWING PROPERTY: JPMORGAN CHASE, ELEMENTARY OR MIDDLE SCHOOL, OR RESIDENTIAL. THIS WILL DETERMINE THE PERMIT PROCESS LEVEL.

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE, INC.
225 GILBERT VILLAGE DRIVE, SUITE 202
CARLSBAD, CA 92008
(760) 434-8474
(760) 434-8486 (FAX)

LEASING/PLANNING:
PLANCON, INC.
BRIGHT HILLMAN
300 STATE PLACE
REDWOOD CITY, CA 94063
(760) 833-8085

SURVEYOR:
PLOS SURVEYERS
11576 HORNBACK CIRCLE
CARPANA, CA 92003
(619) 736-7949

PERMITS REQUIRED

PLANNED DEVELOPMENT PERMIT (PDP) - PROCESS 4

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DIMENSIONS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

PROJECT SUMMARY

APPLICANT: VERIZON WIRELESS
13502 SAND CANYON AVENUE
IRVINE, CA 92618
CONTACT: MARIO HELMING
PHONE: (760) 533-8055

OWNER: CITY OF SAN DIEGO
1200 PARK AVENUE, SUITE 1700
SAN DIEGO, CA 92101
CONTACT: CAROL YOUNG
SUPERVISING PROPERTY AGENT
PHONE: (619) 234-8081

PROJECT DESCRIPTION:

- 1. INSTALLATION OF VERIZON WIRELESS TELECOMMUNICATION EQUIPMENT RACKS AND A NEW EQUIPMENT BUILDING ON A CONCRETE PAD
- 2. INSTALLATION OF THREE (3) VERIZON WIRELESS ANTENNA SECTORS ON FOUR (4) ANTENNAS (TOTAL OF 12 ANTENNAS) BEING A NEW 84'-11" HIGH MONUMENT TOWER BEHIND BY TRANSPARENT SCREENS
- 3. INSTALLATION OF TWO (2) NEW GPS ANTENNAS
- 4. INSTALLATION OF A NEW 200 AMP ELECTRICAL SERVICE FROM EXISTING TOWER ELECTRICAL TRANSFORMER
- 5. INSTALLATION OF A NEW TOWER SERVICE CONNECTION FROM EXISTING TOWER ROOM AT BASE LEVEL
- 6. UNDER LANDSCAPE AND IRRIGATION IS PLANNED FOR THIS PROJECT

PROJECT ADDRESS: 2145 PARK BOULEVARD
SAN DIEGO, CA 92101

ASSESSOR'S PARCEL NUMBER: 554-454-11

EXISTING ZONING: UNZONED

TOTAL SITE AREA: 1,504,385 SF

30.53 ACRES

EXISTING & PROPOSED BUILDING AREA:

EXISTING BUILDING "A" AREA: 27,965 SF

EXISTING BUILDING "B" AREA: 1,725 SF

EXISTING BUILDING "C" AREA: 1,648 SF

PROPOSED VERIZON BUILDING AREA: 52,915 SF

PROPOSED WETLANDS AREA: 61 SF

TOTAL BUILDING AREA: 83,253 SF

PROPOSED PROJECT AREA: 242 SF

PROPOSED TYPE OF CONSTRUCTION: TYPE VB

PROPOSED OCCUPANCY: U

NOTE: THERE ARE NO EXISTING TELECOMMUNICATIONS FACILITIES ON SITE.

SHEET SCHEDULE

- | T-1 | TITLE SHEET & PROJECT DATA |
|-------|------------------------------------|
| A-0 | SITE PLAN |
| A-0.1 | WATER POLLUTION CONTROL PLANS |
| A-1 | ENLARGED SITE PLAN |
| A-2 | EQUIPMENT FLOOR PLAN |
| A-3 | EQUIPMENT ROOF PLAN & ANTENNA PLAN |
| A-4 | EXTERIOR ELEVATIONS |
| A-5 | TOWER ELEVATIONS |
| L-1 | LANDSCAPE DEVELOPMENT PLAN |
| L-2 | PLANTING LEGEND |
| LS-1 | SITE SURVEY |
| LS-2 | SITE SURVEY |
| LS-3 | SITE SURVEY |

LEGAL DESCRIPTION:

THAT PORTION OF THE PARCEL LADEN OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNRECORDED MAPS THEREOF, NO. 36 OF JAMES PHOENIX, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, BEING A PORTION OF PARCELS LOT 1756 AND PARCELS LOT 1142 OF SAN PUEBLO LAND, ACCORDING TO UNRECORDED MAPS THEREOF NO. 24, BY CHARLES H. MOORE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO.

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA STATE BUILDING CODE, TITLE 24, 2010 EDITION
CALIFORNIA MECHANICAL CODE, 2010 EDITION
CALIFORNIA ELECTRICAL CODE, 2010 EDITION
CALIFORNIA FIRE CODE, 2010 EDITION
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO THE INFORMATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

Booth & Suarez
ARCHITECTS INC. INCORPORATED
1150 LINDSEY AVENUE SUITE 200
CARLSBAD, CA 92008



PREPARED FOR

verizonwireless

P.O. BOX 13707
IRVINE, CA 92613-3707
(949) 788-7000

APPROVALS

NAME	DATE
ABC	DATE
DEF	DATE
GHI	DATE
JKL	DATE
MNO	DATE
PQR	DATE
STU	DATE

PROJECT NAME
**BALBOA PARK
ACTIVITY CENTER
(NAVAL HOSPITAL)**
2145 PARK BOULEVARD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

DATE	DESCRIPTION
04/12/11	1506 FD (w)
06/26/11	16-CERT, 1006 FD (w)
06/27/11	PLANNING REV 1006 FD (w)
06/27/11	PLANNING REV 1006 FD (w)
11/02/11	PLANNING REV 1006 FD (w)
02/09/12	PLANNING REV 1006 FD (w)
02/12/12	PLANNING REV 1006 FD (w)
02/12/12	PLANNING REV 1006 FD (w)
02/12/12	PLANNING REV 1006 FD (w)
02/12/12	PLANNING REV 1006 FD (w)

SHEET TITLE

TITLE SHEET
&
PROJECT DATA

PROJECT: VERIZON 112844

T-1

A. Site Management Requirements

Construction is a serious disturbance which should be controlled. Storm water BMPs for construction shall be installed and maintained in accordance with the requirements of the San Diego Regional Water Quality Control Board (RWQCB) and the City of San Diego. The RWQCB requires that all construction projects implement a Storm Water Pollution Prevention Plan (SWPPP) that is approved by the RWQCB. The SWPPP shall include measures to prevent sediment, silt, and other pollutants from entering the storm water system. The SWPPP shall also include measures to prevent erosion and sedimentation on the construction site. The SWPPP shall be approved by the RWQCB before construction begins. The SWPPP shall be updated as needed during the construction process. The SWPPP shall be maintained on the construction site at all times. The SWPPP shall be available to the RWQCB and the City of San Diego at all times. The SWPPP shall be submitted to the RWQCB for approval before construction begins. The SWPPP shall be submitted to the RWQCB for approval before construction begins. The SWPPP shall be submitted to the RWQCB for approval before construction begins.

- 1. To ensure that the construction site is properly managed, the following measures shall be implemented:
 - a. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
 - b. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
 - c. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.
- 2. To ensure that the construction site is properly managed, the following measures shall be implemented:
 - a. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
 - b. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
 - c. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

A. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

B. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

C. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

D. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

E. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

F. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

G. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

H. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

I. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

J. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

K. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

L. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

M. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

N. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

O. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

P. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

Q. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

R. Construction site management shall include the following measures:

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

- 1. Erosion control measures shall be implemented to prevent erosion and sedimentation on the construction site.
- 2. Sediment control measures shall be implemented to prevent sediment from entering the storm water system.
- 3. Storm water management measures shall be implemented to prevent storm water from entering the storm water system.

STORM WATER QUALITY NOTES

NOTES 1-7 BELOW ARE CURRENT KEY MINIMUM REQUIREMENTS FOR CONSTRUCTION BMPs.

1. THIS PROJECT SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE WATER QUALITY CONTROL BOARD AND THE CITY OF SAN DIEGO DEVELOPMENT CODE.

2. SUFFICIENT BMPs MUST BE INSTALLED TO PREVENT SEDIMENT AND OTHER CONSTRUCTION DEBRIS FROM BEING TRANSPORTED INTO THE ADJACENT STREETS OR STORM WATER COLLECTION SYSTEMS DUE TO CONSTRUCTION ACTIVITIES OR ANY OTHER EXISTING ACTIVITY. THE DEVELOPER SHALL BE RESPONSIBLE FOR CLEANING ANY SUCH DEBRIS THAT MAY BE IN THE STREET AT THE END OF EACH WORK DAY OR AFTER A STORM EVENT THAT CAUSES A WASH IN THE INSTALLED CONSTRUCTION BMPs.

3. ALL STOCK PILES OF UNCOMPACTED SOIL ANYWHERE BUILDING MATERIALS SHALL BE PROTECTED TO PREVENT EROSION AND SEDIMENT TRANSPORT. STOCK PILES SHALL BE COVERED WITH EROSION AND SEDIMENT CONTROLS. EACH STOCK PILE SHALL BE PROTECTED EACH TIME WHEN THE PROBABILITY OF RAIN IS 40% OR GREATER.

4. A CONCRETE SHOULDER SHALL BE PROVIDED ON ALL PROJECTS WHICH PROCEED THE CONSTRUCTION OF ANY CONCRETE.

5. ALL EROSION/SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED IN WORKING ORDER AT ALL TIMES.

6. ALL SLOPES THAT ARE CREATED OR DISTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.

7. THE STORAGE OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS INTO THE ENVIRONMENT.

PRIORITY 100

IDENTIFY POLLUTANTS FROM THE PROJECT AREA

- CONSTRUCTION DEBRIS - POTENTIAL
- PAVEMENTS - POTENTIAL
- ORGANIC COMPOUNDS - N/A
- HAZARDOUS WASTE - POTENTIAL
- HAZARDOUS WASTE - POTENTIAL
- HAZARDOUS WASTE - POTENTIAL

STANDARD LOT BMPs

1. MINIMIZE IMPERVIOUS FOOTPRINT
2. MINIMIZE SOIL COMPACTION IN WORK AREA
3. SOIL REDEMPTION

EROSION CONTROL BMPs

1. USE EFFICIENT BROADCASTING SYSTEM

CONSTRUCTION EROSION CONTROL BMPs

DIRECTION OF LOT DRAINAGE

1. EROSION CONTROL BMPs

2. MULCH, STRAW, WOOD CHIPS

3. FIBER ROLLS - 100-100

4. STABLE 2:1 CONSTRUCTION ENTRANCE

5. MATERIAL DELIVERY & STORAGE

6. DEBRIS WASTE MANAGEMENT

7. SOLID WASTE MANAGEMENT

8. HAZARDOUS WASTE MANAGEMENT

9. HAZARDOUS WASTE MANAGEMENT

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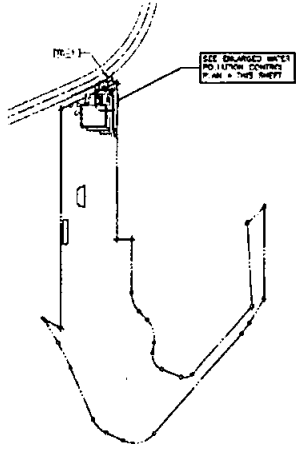
CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS - WIRLESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 237378

Approval Date: 3/29/12

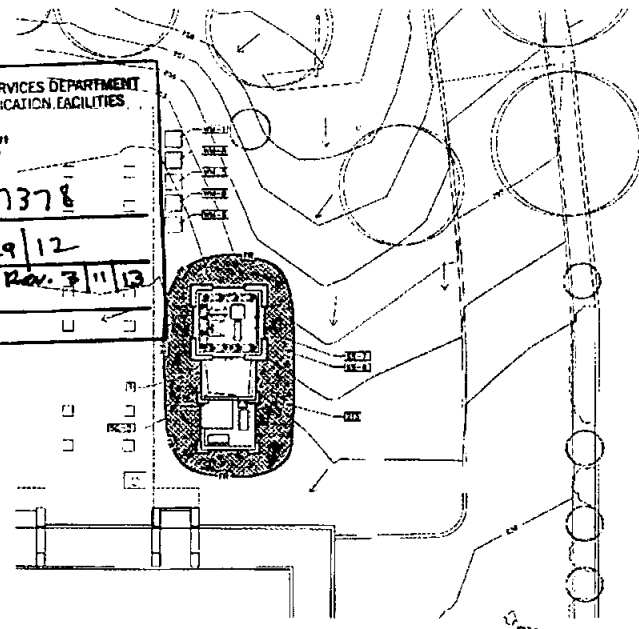
Signed (1st Sheet): Rev. 7/11/13



WATER POLLUTION CONTROL PLAN

SCALE: 1" = 40'-0"

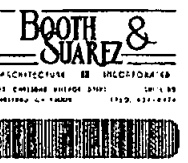
GRAPHIC SCALE



ENLARGED WATER POLLUTION CONTROL PLAN A

SCALE: 1" = 10'-0"

GRAPHIC SCALE



P.O. BOX 19707
IRVINE, CA 92623-9707
(949) 788-7000

APPROVALS

ABC	DATE
BC	DATE
CD	DATE
DE	DATE
EF	DATE
FG	DATE
GH	DATE
HI	DATE
IJ	DATE
JK	DATE
LM	DATE
NO	DATE
OP	DATE
QR	DATE
ST	DATE
UV	DATE
WX	DATE
YZ	DATE

PROJECT NAME
**BALBOA PARK
ACTIVITY CENTER
(NAVAL HOSPITAL)**
2145 PARK BOULEVARD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

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

EXHIBIT "A"

Project Number:

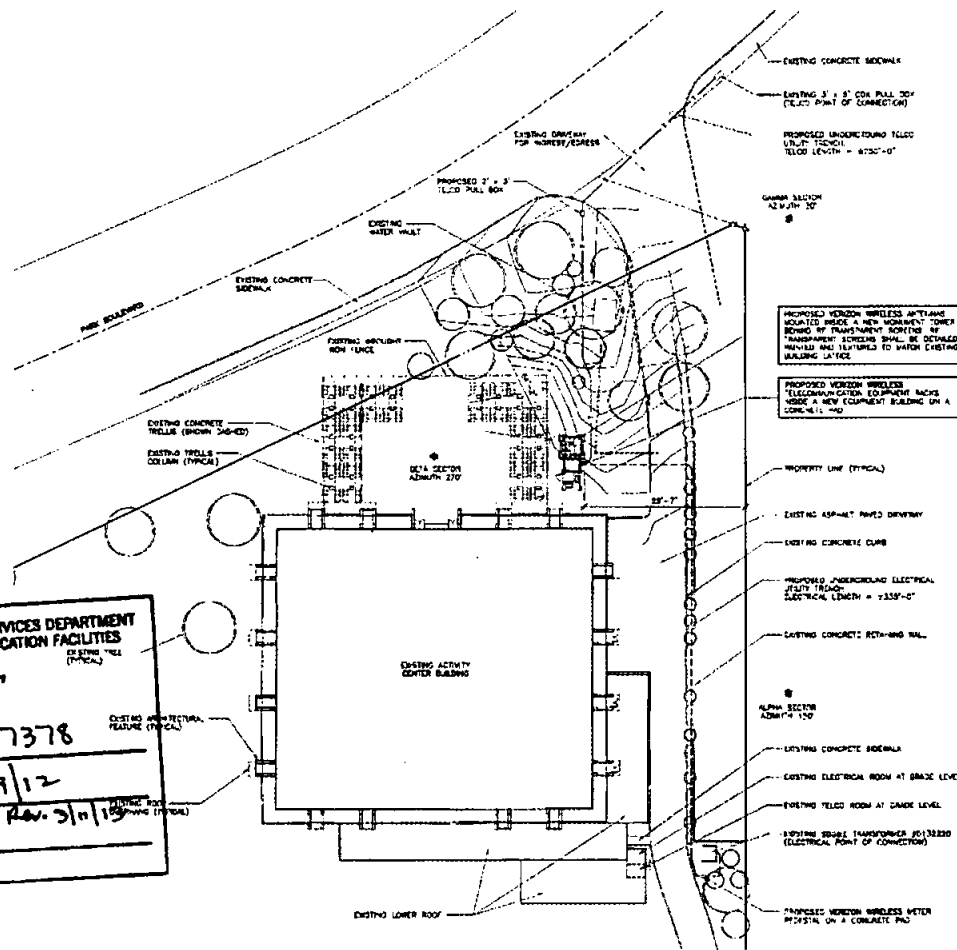
237378

Approval Date:

3/29/12

Signed (1st Sheet):

Rev. 5/11/13



VOLUME OF CUT/FILL
VOLUME OF CUT = 22 CU.YD
MAX CUT SLOPE RATIO = 0
MAX HEIGHT = 0 FT.
VOLUME OF FILL = 0 CU.YD
MAX FILL SLOPE RATIO = 0
MAX HEIGHT = 0 FT.

BOOTH & SUAREZ

ARCHITECTS & ENGINEERS
100 CALIFORNIA STREET, SUITE 200
SAN DIEGO, CA 92101
(619) 594-1100



PREPARED FOR



P.O. BOX 18707
RYM, CA 92163-9707
(619) 286-7000

APPROVALS

AGL	DATE
RE	DATE
SP	DATE
EL/IN	DATE
SPS	DATE
EL/INT	DATE

PROJECT NAME
**BALBOA PARK
ACTIVITY CENTER
(NAVAL HOSPITAL)**
2145 PARK BOULEVARD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

04/12/11	100% 2D (A)
04/29/11	10% CERT. 100% 2D (A)
06/27/11	PLANNING REV. 100% 2D (A)
08/17/11	PLANNING REV. 100% 2D (A)
10/22/11	PLANNING REV. 100% 2D (A)
11/02/11	PLANNING REV. 100% 2D (A)
02/29/12	PLANNING REV. 100% 2D (A)
03/12/12	PLANNING REV. 100% 2D (A)
03/16/12	PLANNING REV. 100% 2D (A)
03/22/12	PLANNING REV. 100% 2D (A)
03/26/12	PLANNING REV. 100% 2D (A)

SHEET TITLE

ENLARGED SITE PLAN

PROJECT NO. 11054

A-1

ENLARGED SITE PLAN

SCALE: 1" = 50'
DRAWING SCALE
0' 10' 20' 30' 40' 50'

A-2

PROPOSED VERIZON WIRELESS ANTENNAS MOUNTED INSIDE A NEW MOUNTING TOWER BEHIND BY TRANSPARENT SCREENS. TRANSPARENT SCREENS SHALL BE DETAILLED, PAINTED AND TEXTURED TO MATCH EXISTING BUILDING LATTICE.

PROPOSED VERIZON WIRELESS TELECOMMUNICATION EQUIPMENT RACKS INSIDE A NEW EQUIPMENT BUILDING ON A CONCRETE PAD.

NORTH ELEVATION

SCALE: 1/8" = 1'-0"
 1" = 12'-0"

PROPOSED VERIZON WIRELESS ANTENNAS MOUNTED INSIDE A NEW MOUNTING TOWER BEHIND BY TRANSPARENT SCREENS. TRANSPARENT SCREENS SHALL BE DETAILLED, PAINTED AND TEXTURED TO MATCH EXISTING BUILDING LATTICE.

PROPOSED VERIZON WIRELESS TELECOMMUNICATION EQUIPMENT RACKS INSIDE A NEW EQUIPMENT BUILDING ON A CONCRETE PAD.

WEST ELEVATION

SCALE: 1/8" = 1'-0"
 1" = 12'-0"

EAST ELEVATION

SCALE: 1/8" = 1'-0"
 1" = 12'-0"

708.27'
 TOP OF EXISTING ACTIVITY CENTER BUILDING & PROPOSED VERIZON WIRELESS TOWER

722.14'
 GRADE AT EXISTING ACTIVITY CENTER BUILDING

722.14'
 GRADE AT EXISTING ACTIVITY CENTER BUILDING

EXTERIOR ELEVATION NOTES:

- ◇ PROPOSED VERIZON WIRELESS ANTENNAS
- ◇ TOP OF 4'-0" DIAMETER VERIZON WIRELESS TOWER
- ◇ EXISTING WINDOW
- ◇ EXISTING METAL ROOF
- ◇ EXISTING CONCRETE THELLS
- ◇ EXISTING CONCRETE PANEL WALLS
- ◇ EXISTING LATTICE PANELS
- ◇ EXISTING WROUGHT IRON FENCE
- ◇ EXISTING WROUGHT IRON GATES
- ◇ EXISTING DRIVE
- ◇ PROPOSED "BALBOA PARK ACTIVITY CENTER" BEHIND ON ALL FOUR SIDES OF DRIVE, SPACING LITTING TO MATCH EXISTING

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

EXHIBIT "A"

Project Number: 237378
 Approval Date: 3/27/12
Rev. 3/11/13
 Signed (1st Sheet): _____

BOOTH & SUAREZ
 ARCHITECTS INCORPORATED
 350 E. BROADWAY, SUITE 200
 SAN ANTONIO, TEXAS 78202
 (214) 431-1374



PREPARED FOR



P.O. BOX 19707
 RYAN, CA 92133-9707
 (949) 266-7000

APPROVALS

SAC	DATE
ST	DATE
SP	DATE
SW	DATE
CE/SA	DATE
DPS	DATE
CE/OUT	DATE

PROJECT NAME
**BALBOA PARK
 ACTIVITY CENTER
 (NAVAL HOSPITAL)**
 2145 PARK BOULEVARD
 SAN DIEGO, CA 92101
 SAN DIEGO COUNTY

DRAWING DATES

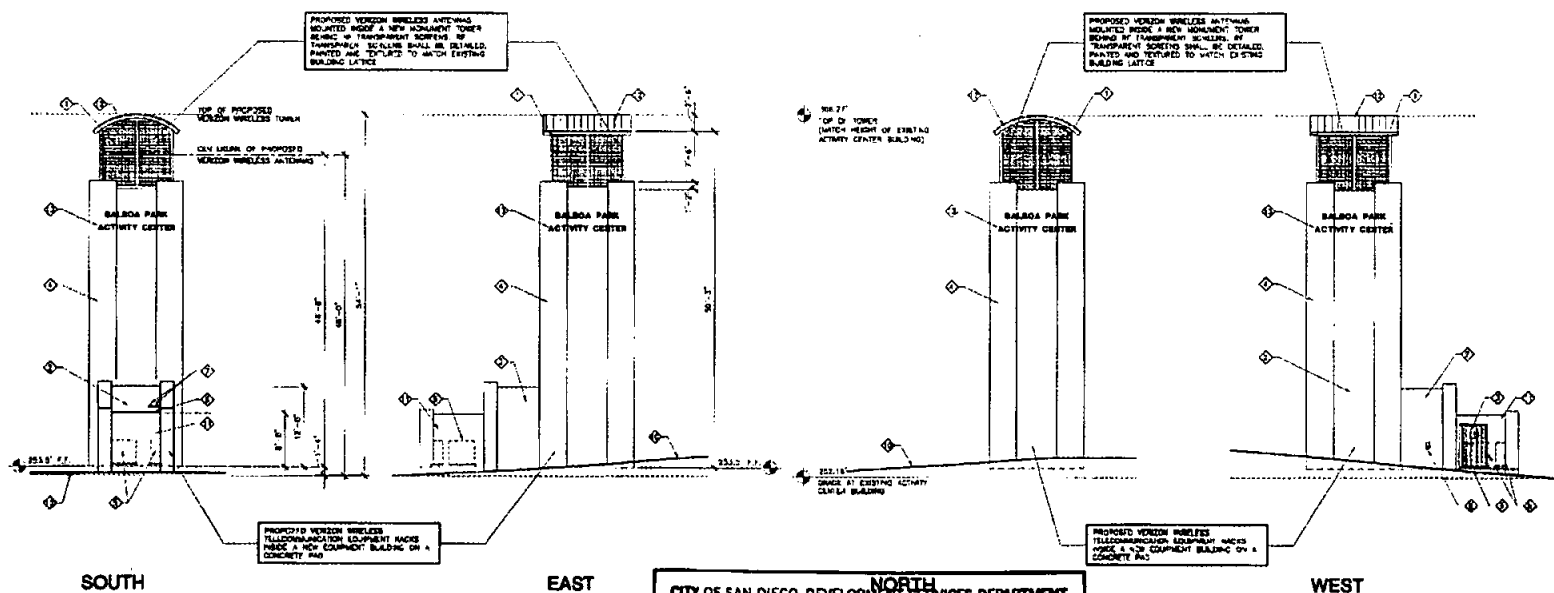
04/16/11	100% CD (A)
04/20/11	10% CD (A)
04/27/11	PLANNING REV. 100% CD (A)
04/27/11	PLANNING REV. 100% CD (A)
04/27/11	PLANNING REV. 100% CD (A)
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04/27/11	PLANNING REV. 100% CD (A)
04/27/11	PLANNING REV. 100% CD (A)

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECT/VISUALIZATION

A-4



Booth & Suarez
ARCHITECTS
315 CALLE DEL MAR, SUITE 200
SAN DIEGO, CA 92101
(619) 594-1111



PREPARED FOR



P.O. BOX 28707
SAN DIEGO, CA 92163-9707
(619) 256-7000

APPROVALS

NAME	DATE
HL	DATE
HT	DATE
HT	DATE
CC/WM	DATE
SPS	DATE
CL/REV	DATE

PROJECT NAME
**BALBOA PARK
ACTIVITY CENTER
(NAVAL HOSPITAL)**
2145 PARK BOULEVARD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES	
04/13/11	100% 22 (4)
05/25/11	100% 22 (4)
06/07/11	100% 22 (4)
06/17/11	100% 22 (4)
07/28/11	100% 22 (4)
08/11/11	100% 22 (4)
08/18/11	100% 22 (4)
08/25/11	100% 22 (4)
09/01/11	100% 22 (4)
09/08/11	100% 22 (4)
09/15/11	100% 22 (4)
09/22/11	100% 22 (4)

SHEET TITLE

TOWER ELEVATIONS

PROJECTS/Verizon/112944

A-5



PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	FORM / FUNCTION	PLANTING SIZE	QUANTITY	MATURE HEIGHT & SPREAD	EXISTING HEIGHT & SPREAD
T1	SON-HUE WOLLE	CALIFORNIA PEPPER TREE	CUTTING	EXISTING	5	40' Ht 42' W	30' Ht 32' W
T2	DICALYPTERIS	LEMON SCENTED EUCALYPTUS	EXISTING	EXISTING	3	60' Ht 40' W	60' Ht 32' W
T3	EUCALYPTUS	SILVER DOLLAR EUCALYPTUS	EXISTING	EXISTING	7	75' Ht 45' W	80' Ht 30' W
T4	WAGTAILS	PACIFIC WANDERER	EXISTING	EXISTING	4	80' Ht 80' W	75' Ht 35' W
E1	BAVIA FARMACIA	BLUE SALVIA	EXISTING	EXISTING	1	2' Ht 1' W	-
E2	ELIUS MICROPHYLLA	JAPANESE ROSEWOOD	EXISTING	EXISTING	35	6' Ht 4' W	-
E3	LEPTOSPERMUM LAEVIGATUM	AUSTRALIAN TIA TREE	EXISTING	REMOVE & REPLACE W/ SAME SPEC & SPECIES	15	2' Ht 15' W	-
E4	LEPTOSPERMUM SCORPARIUM	RAUP GLOW	SCREENING SHrub	15 GAL	18	2' Ht 15' W	-
V1	BOUGHANELLA SPECTABILIS	BOUGHANELLA	CLIMBING VINE	EXISTING	2	30' Ht 30' W	-
V2	WESTERN SANDWICH	WESTERN	CLIMBING VINE	EXISTING	8	15' Ht 25' W	-
C1	LANTANA MONTEVIDEOSA	FRAGRANT LANTANA	GROUND COVER	REMOVE & REPLACE W/ SAME SPEC & SPECIES	-	15' Ht 8' W	-
C2	-	MULCH	GROUND COVER	EXISTING	-	-	-
C3	LANTANA MONTEVIDEOSA	FRAGRANT LANTANA	GROUND COVER	3 GALLON	-	15' Ht 8' W	-
E5	LEPTOSPERMUM SCORPARIUM	RAUPY GLOW	SCREENING SHrub	15 GAL	11	2' Ht 15' W	-

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

EXHIBIT "A"

Project Number:

237378

Approval Date:

3/29/12
rev 3/13/12

Signed (1st Sheet):

Booth & Suarez
ARCHITECTURE & PLANNING
3300 CAMDEN PARKWAY, SUITE 200
SAN DIEGO, CA 92108 (619) 441-8774



PREPARED FOR

verizon wireless

P.O. BOX 19707
IRVINE, CA 92613-9707
(849) 288-7600

APPROVALS

ABC	DATE
AC	DATE
AF	DATE
AF	DATE
CE/M	DATE
CPS	DATE
CE/OUT	DATE

PROJECT NAME
**BALBOA PARK
ACTIVITY CENTER
(NAVAL HOSPITAL)**
2145 PARK BOULEVARD
SAN DIEGO, CA 92101
SAN DIEGO COUNTY

DRAWING DATES

04/15/11	100% 2D (A)
04/20/11	10% 2D (A)
04/27/11	PLANNING REV. 100% 2D (A)
05/17/11	PLANNING REV. 100% 2D (A)
05/22/11	PLANNING REV. 100% 2D (A)
07/05/11	PLANNING REV. 100% 2D (A)
08/09/11	PLANNING REV. 100% 2D (A)
08/12/11	PLANNING REV. 100% 2D (A)
08/16/11	PLANNING REV. 100% 2D (A)
08/23/11	PLANNING REV. 100% 2D (A)
08/26/11	PLANNING REV. 100% 2D (A)

SHEET TITLE

PLANTING LEGEND

PROJECT: verizon/1105448

L-2

BASIS OF ELEVATIONS: NOV 1929
ELEVATIONS ARE BASED ON THE CITY OF SAN DIEGO DATUM
(NOV1929). BENCHMARK USED IS LISTED AS BEP MAIN ENTRANCE
TO NAVAL HOSPITAL. ELEVATION=250.34'

FEMA FLOOD ZONE DESIGNATION
County: SAN DEGO Effective Date: 6/19/1987
Panel: 10837 Community-Panel Number: C80730
The flood zone designation for this site is: ZONE:

[illegible]

TITLE REPORT NOTES:

THE FOLLOWING EASEMENTS AFFECT SAID PARCEL AND ARE SHOWN HEREON
SEE PRELIMINARY TITLE REPORT NO.12530970 PREPARED BY LAWYERS TITLE
COMPANY AND DATED FEBRUARY 28, 2011 FOR OTHER DOCUMENTS
(NON-EASEMENTS) AFFECTING SAID PROPERTY.

ITEM #7 - Comments, conditions and restrictions as set forth in the document.
 Reported December 20, 1988 as Instrument No. 88-653078 of Official Record.
 Among other things, said document provides for
 Comments on a portion of said land for the purpose thereof, shops, and
 rights incidental thereto.
 (AS 3-0000 H03E00)

END OF LAYMENTS

**ALL PLOTTABLE EASEMENTS AS DESCRIBED IN SAID TITLE REPORT ARE SHOWN HEREON AND DO NOT EFFECT THE PROPOSED VENTON'S LEASE AREA.

CITY OF SAN DIEGO
APR 504--450--10--00

PARK BOULEVARD

CITY OF SAN DIEGO
APR 504--450--10--00

CITY OF SAN DIEGO
APR 504--450--11--00

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

EXHIBIT "A"

Project Number: 237378

Approval Date: 3-29-12

Signed (1st Sheet): _____

1. This map was prepared from information furnished by the City of San Diego.

2. Any errors or omissions are the responsibility of the City of San Diego.

3. These Plans were prepared by the City of San Diego and are not to be used for any other purpose without the written consent of the City of San Diego.

4. Plans shall be filed in the office of the County Clerk, San Diego County, California.

Project Number: 137378

Approval Date: 3-29-12

USA
100-100000
Signed (1st Sheet):

- BENCHMARK
- FIRE HYDRANT
- FOUND MONUMENT
- TREE
- STORM DRAIN MANHOLE
- BOTTOM OF CURB
- BENCHMARK
- CORNER OF CONCRETE
- FINISH FLOOR
- FLOWLINE CURBS & GUTTS
- FENCE TOP
- GROUND SPOT ELEVATION
- PAINT STRIPING
- ROOF OVERHANG
- ROOF PARAPET
- ROOF TOP
- SIDEWALK
- TOP OF CURB
- TREE TOP DECIDUOUS
- WALK SPRING

- 1) This is not a boundary survey. This is a specialized topographic map. The property lines are accurate shown hereinafter based on recent information as noted hereafter. Field Surveying, Inc. has been retained to record and certify the existing and to be found instruments shown hereon pertaining to the subject property. Its title research was completed on 11/1/80.
- 2) Any changes made to the information on this plan, without the written consent of Field Surveying, Inc. renders Field Surveying, Inc. of any and all liability.
- 3) These drawings & specifications on the property & copyright of Field Surveying, Inc. and need not be used on any other work. Any use of this information on any other work without the written consent of Field Surveying, Inc. shall be treated on the job site as the property of Field Surveying, Inc. and the title of the Surveyor prior to dissemination of any work.
- 4) Field survey completed on MARCH 16, 1981.

BOOTH & SUAREZ
ARCHITECTS INCORPORATED
105 CHERRYVILLE DRIVE
CHICAGO IL 60606 (312) 474-1100



PREPARED BY: DAF
CHECKED BY: DAF
APPROVED BY: DAF

#	DATE	REVISIONS
1.	3/22/11	SITE SURVEY
2.	6/20/11	PROPOSED SECTIONS



**FLOYD
SURVEYING**
11576 MORRIS CIRCLE
CORONA, CA 92680
OFFICE/FAX (951) 738-7878
EMAIL: nls@floydsurveying.net



SITE NAME
NAVAL HOSPITAL

5 TE NLVBF

SITE ADDRESS
2145 PARK BLVD
SAN DIEGO, CA 92101

SHEET TITLE

SITE SURVEY GENERAL INFORMATION

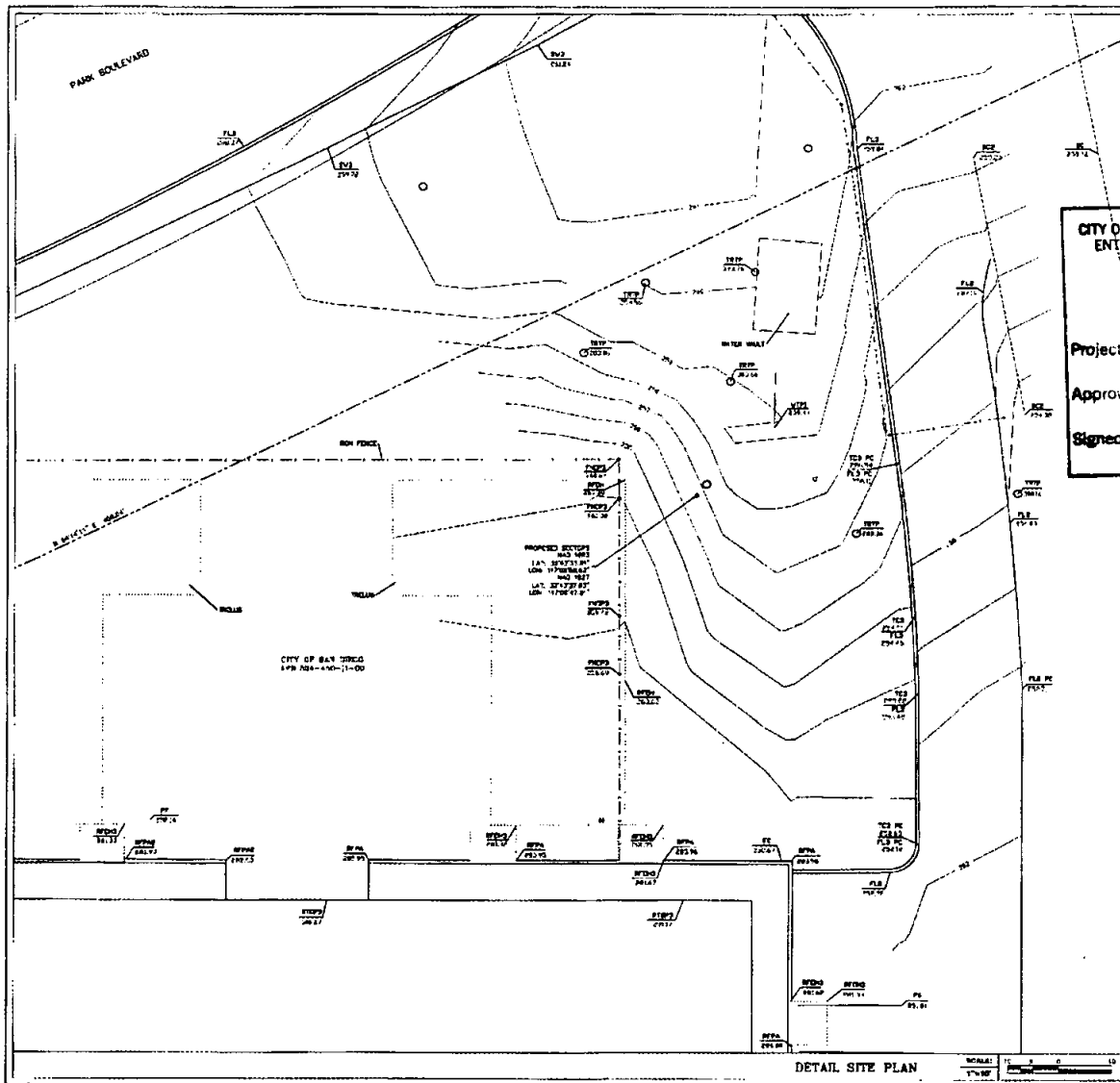
52-271 N.J.M.H. 11

LS1

OVERALL SITE PLAN

SCALE:	200	100	50	25
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NOTES



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

EXHIBIT "A"

Project Number: 237378
Approval Date: 3/29/12
Signed (1st Sheet):



CHECKED BY: DAF	DATE: 1/3/12/11	REVISIONS: SITE SURVEY
CHECKED BY: DAF	DATE: 2/6/10/11	REVISIONS: PROPOSED SECTORS
APPROVED BY: DAF		

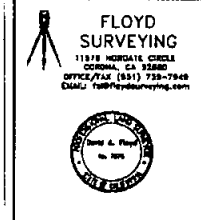
LEGEND

- BENCHMARK
- FIRE HYDRANT
- POUND MONUMENT
- TIE
- STORM DRAIN MANHOLE
- BC BOTTOM OF CURB
- BM BENCHMARK
- EC EDGE OF CONCRETE
- FL FRESH FLOOR
- FL FLOORLINE CURB & OUTLET
- FP FENCE TOP
- GS GROUND SPOT ELEVATION
- PS PAVING STEPS
- RD ROAD
- RP ROOF PARAPET
- RP ROOF TOP
- SC SOFTWALL
- TC TOP OF CURB
- TD TREE TOP DECIDUOUS
- WP WATER PIPES
- BOUNDARY LINE
- CENTERLINE
- MISC. PROPERTY LINE
- MISC. TIE LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- FENCE LINE

LEGEND

- 1) This is not a boundary survey. This is a specialized topographic map. The property lines and easements shown herein are from record information as noted herein. Floyd Surveying, Inc. transmitted the topographic survey to record information using the true bearing measurements shown herein. No other research was performed by Floyd Surveying, Inc.
- 2) Any changes made to the information on this plan, without the written consent of Floyd Surveying, Inc., releases Floyd Surveying, Inc. of any and all liability.
- 3) These drawings & specifications are the property & copyright of Floyd Surveying, Inc. & shall not be used on any other work without the written consent of Floyd Surveying, Inc. Any drawings that have been prepared by the Surveyor prior to commencement of any work.
- 4) Field survey completed on MARCH 16, 2011.

NOTES



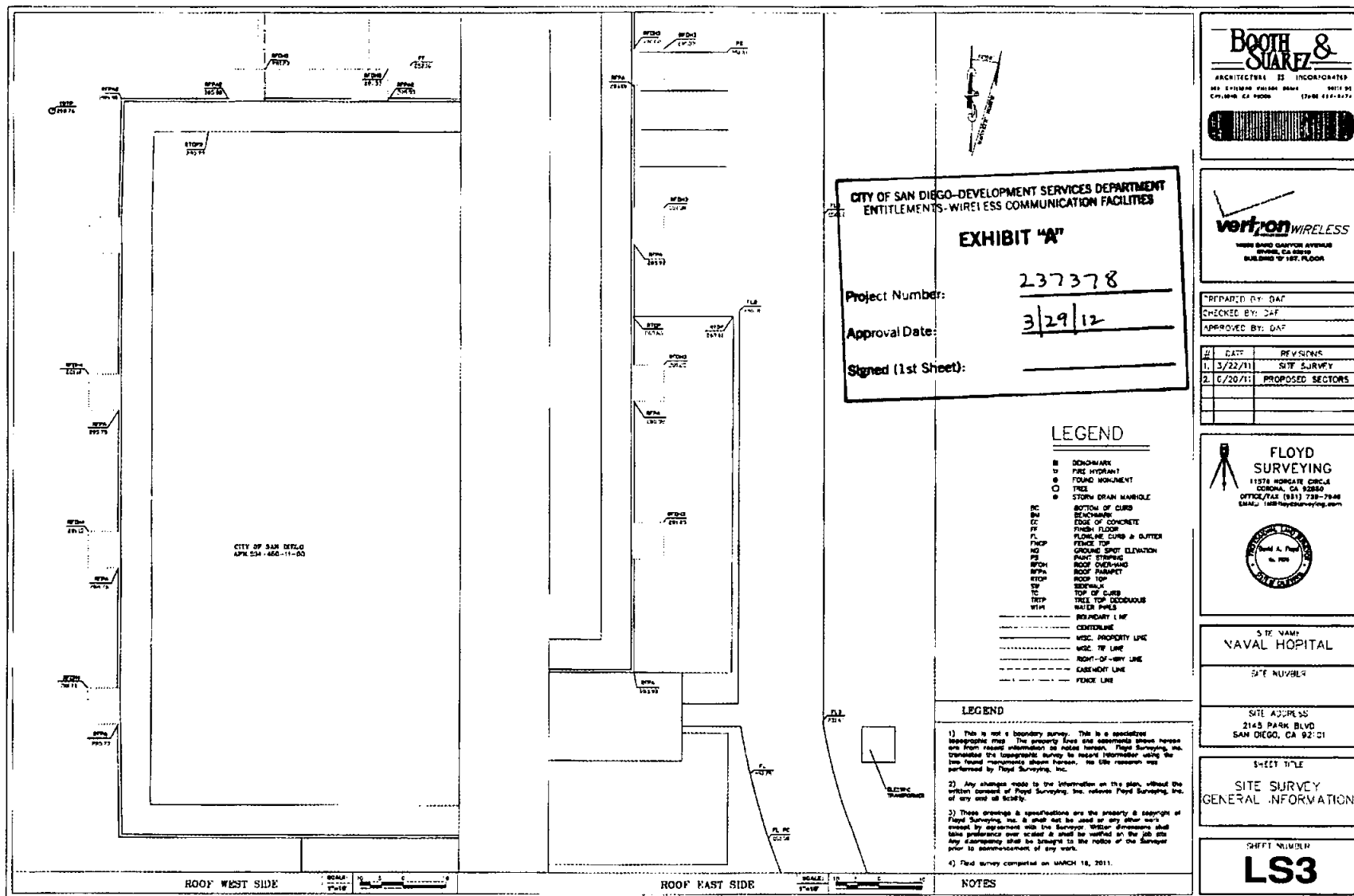
SITE NAME
NAVAL HOSPITAL

SITE NUMBER

SITE ADDRESS
2145 PARK BLVD
SAN DIEGO, CA 92101

SHEET TITLE
SITE SURVEY
GENERAL INFORMATION

SHEET NUMBER
LS2



BOOTH & SUAREZ
ARCHITECTURAL & INTERIORS
1001 K STREET, SUITE 100
SAN DIEGO, CA 92101
(619) 594-8800

verizon WIRELESS
1001 K STREET, SUITE 100
SAN DIEGO, CA 92101
BUILDING 101, 1ST FLOOR

PREPARED BY: DAF		
CHECKED BY: DAF		
APPROVED BY: DAF		
#	DATE	REVISIONS
1.	3/22/11	SITE SURVEY
2.	6/20/11	PROPOSED SECTORS

FLOYD SURVEYING
11574 HONGATE CIRCLE
CORONA, CA 92683
OFFICE/TEL: (951) 739-7946
EMAIL: info@floydsurveying.com

SITE NAME
NAVAL HOSPITAL

SITE NUMBER

SITE ADDRESS
2145 PARK BLVD
SAN DIEGO, CA 92161

SHEET TITLE
SITE SURVEY
GENERAL INFORMATION

SHEET NUMBER
LS3

Exhibit C

Equipment at the Site



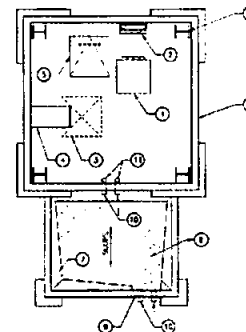
NOTE: PROPOSED LANDSCAPE SHRUBS NOT SHOWN FOR CLARITY.
SEE LANDSCAPE DEVELOPMENT PLAN SHEET L-1

CRYSTAL ADMINISTRATION
CENTRAL BUREAU

PROJECT\Veritas\110347



- ① PROPOSED WIRELESS ANTENNAS MOUNTED ABOVE PROPOSED MOMENTUM TOWER BEING IF TRANSPARENT SCREENING.
- ② WHOLESIDE RF TRANSPARENT SCREENS & FRAMING
- ③ PROPOSED FLOOR DRAIN
- ④ PROPOSED LINE/STUT
- ⑤ PROPOSED COAT CABLE MATCH
- ⑥ PROPOSED (2) 1/8" ODS ANTENNAS TO BE MOUNTED TO RF TRANSPARENT SCREEN FRAMING
- ⑦ PROPOSED TOWER ACCESS HATCH
- ⑧ MOMENTUM TOWER CABLE TIE-IN ON PWT & PWT/IN
- ⑨ PROPOSED TOWER WALL REINFORC



- 1 PROPOSED COAR CABLE HUTCH
- 2 PROPOSED COAR CABLE CHASS
- 3 PROPOSED TOWER ACCESS OPENING ABOVE (SHOWN DASHED)
- 4 PROPOSED ACCESS LADDER
- 5 PROPOSED TOWER ACCESS HATCH
- 6 PROPOSED TOWER WALL
- 7 PROPOSED ROOF DRAIN
- 8 PROPOSED BUILT-UP ROOFING
- 9 PROPOSED SCUPPER
- 10 PROPOSED DOWNPOUTS
- 11 PROPOSED DRAINS FROM ABOVE
- 12 PROPOSED STEEL COLUMN

A-3

Exhibit D

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:

APN#
Site #

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of _____, 20____ (the Effective Date”).

1. THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and _____
(*LESSEE’S name and state of incorporation*) (“LESSEE”), with an office at _____
_____, entered into that certain CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 20____, for the purpose of
installing, operating, and maintaining a wireless communication facility and other improvements as set
forth in the Lease.
2. The term of the Lease is _____ (____) years and commenced on _____, 20____.
3. The land which is the subject of the Lease is described in attached Exhibit “A.” The portion of the land
being leased to LESSEE is set forth in the Lease.

IN WITNESS WHEREOF, this Memorandum of Lease is executed to be effective as of the Effective Date:

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:
JAN I. GOLDSMITH, CITY ATTORNEY

By: _____

Name: _____

Title: _____

Exhibit E

Interference Protection Requirements

- a. Interference. Prior to the Effective Date or at any time during the Term of this Lease, LESSEE 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 Communications Equipment; transmission frequencies that are currently being operated at the Site, 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 Site 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 Site.

Pre-installation or pre-use Testing

- (1) LESSEE shall notify all permittees/lessees/users at the Site 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 Site 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, LESSEE 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 LESSEE 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 LESSEE under the following technical conditions:

- (1) The LESSEE'S transmitting and/or receiving equipment shall be of the type planned for final use at the Site.
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Site.
 - (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 LESSEE'S electronic equipment.
- (3) All tests shall include testing with all frequencies planned for use by the LESSEE at the Site.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by LESSEE shall not directly or indirectly result in degraded technical performance of the CITY'S existing radio equipment installed at the

Site 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

LESSEE 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 Site or in the nearby surrounding area as a result of LESSEE'S newly installed, retuned, or modified Communications Equipment, LESSEE 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 consent or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between LESSEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by LESSEE as a result of CITY withholding consent and LESSEE waives any claim for expense or loss which LESSEE might incur as a result of CITY withholding consent.

TECHNICAL DATA SUMMARY

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

DATE _____

LOCATION _____ APPLICANT _____

CALL SIGN _____ CONTACT NAME _____ PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

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

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 (3) 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 on the Site may at times require shutdown to allow maintenance personnel to access the antenna structure.
- l. Lessees 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 G

Emergency Maintenance Procedures

If LESSEE discovers that any of the Communications Equipment is damaged, LESSEE 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 **LESSEE'S Network Operation Call Center at (800) 264-6620**.

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

If LESSEE'S 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 Lease.

LESSEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining its 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 Lease.

Exhibit H

Water Department Site Security Procedures

1. PURPOSE

To establish procedures that will be used to provide access to Water Department facilities for all telecommunication service providers.

2. AUTHORITY

2.1 Deputy Director, Water Operations Division

2.2 Real Estate Asset Department Lease Agreement for each specific property

3. DEFINITIONS

Access: the right, possibility, or means to entering or approach a place.

SCADA: Supervisory Control and Data Acquisition of the water distribution system through the use of sensors, telemetry, a staffed command center, and records storage.

SWIM: Sewer-Water-Infrastructure-Management; a computerized maintenance management system.

4. POLICY

Procedures listed below will be used to provide access to Water Department facilities for all telecommunication service providers.

Specific contract lease agreements with the telecommunication service providers may contain different requirements and restrictions regarding access to Water Department facilities. If the requirements within an existing agreement conflicts with the requirements herein, then the requirements within the lease agreement shall take precedence.

Non-emergency and emergency procedures are listed below and will be used.

5. RESPONSIBILITIES

5.1 System Operations, Water Operations Division

a. The Operations District Manager is responsible to provide direction and instruction to SCADA operators in order to ensure performance of the access procedure written below.

- b. The Reservoir/Plant/Pump Maintenance District Manager is responsible to provide direction and instruction to the Planner/Scheduler, and to field crews, in order to ensure performance of the access procedure written below.

5.2 Water Operations Division Employees

- a. Employees of the water operations division shall forward requests for access to SCADA, according to the procedure below.

5.3 Real Estate Asset Department

- a. Employees of the Real Estate Asset Department shall forward requests for access to SCADA, according to the procedure below.

6. PROCEDURE

6.1 Non-Emergency Access Procedure

- a. Telecommunication service providers will be required to call the SCADA Operator at (619) 527-7604 or (619) 527-7630 at least two (2) days in advance to schedule their required access. At the time of the request, the provider will give the SCADA Operator the following: 1) Location for access; 2) Date and start time; 3) Expected duration of access; 4) List of names of those employees who will be working at the site; and 5) Contact name and phone number to confirm information or reschedule access. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached).
- b. The SCADA Operator will route the Telecom Service Provider Access Form via e-mail or fax, to the System Operations Planner/Scheduler. For after hours access the SCADA Operator will schedule the stand-by crew using the procedures 6.2a and 6.2b below.
- c. The Planner/Scheduler will issue a SWIM service request (SR) to assign a crew to escort and supervise the access. The Planner/Scheduler will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility. The Planner/Scheduler has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).
- d. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.
- e. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.

6.2 Emergency Access Procedure:

- a. Telecommunication service providers will be required to call the SCADA Operator, at (619) 527-7604 or (619) 527-7630, to request emergency access. At the time of the request, the provider will give the SCADA Operator the information as required in 6.1a above. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached). The SCADA Operator has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).
- b. The SCADA Operator will contact the Planner/Scheduler during normal working hours or dispatch a stand-by crew during non-normal working hours. During non-normal hours, the SCADA Operator will issue a SWIM service request (SR) to assign the stand-by crew to allow entry and to supervise the visitors. The SCADA Operator will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility.
- c. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.
- d. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.



Telecom Service Provider Access Form

Telecom Service Provider:		Date:	
Access Location:	Access Date:	Access Time:	
Contact Name:		Expected Duration:	
Contact Phone Number:	Was Contact Verified: yes / no	Initials:	

Employee Name:	Company:	ID Verified:

.....

To Be Completed By Attending Crew

Access Date:	Start Time:	End Time:
Comments:		

EXHIBIT I



EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

For additional information, contact:

CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Contact Name: Teresa Spradlin

Company Address: One Verizon Way, Mail Stop 4W100
Basking Ridge, NJ 07920

Contact Phone: (949) 286-7814

teresa.d.spradlin@
Contact Email: verizonwireless.com

CONTRACT INFORMATION

Contract Title: Telecommunications Lease for Naval Hospital

Start Date: 11/01/13

Contract Number (if no number, state location): 2145 Park Boulevard, San Diego, CA 92101

End Date: 10/31/23

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To maintain equal benefits a contractor shall:

- Offer equal benefits to employees with spouses and employees with domestic partners in accordance with the EBO.
Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation; employee assistance programs; credit union; or any other benefit.
 - If a contractor does not offer a benefit to an employee with a spouse, that same benefit is not required to be offered to an employee with a domestic partner.
- Post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Allow City access to records, when requested, to confirm compliance with EBO requirements.
- Submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.

This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO by selecting A, B, or C below. The City may request supporting documentation.

A. ☒ I affirm compliance with the EBO because my firm (contractor must select one reason):

- ☒ Provides identical benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.

B. ☐ I am not now in compliance, but request approval of provisional compliance with the EBO (contractor must select one):

- ☐ Until my firm completes administrative steps to implement compliance (3 month maximum).
- ☐ Until effective date of my firm's first open enrollment period (1 year maximum).
- ☐ Until expiration of current collective bargaining agreement(s) with my firm.

C. ☐ I request approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm (contractor must select all):

- ☐ Made reasonable efforts to comply, but will not be able to comply with EBO requirements before contract completion.
- ☐ Will amend policies to extend benefits for which a cash equivalent is not available to domestic partners.
- ☐ Will notify employees of the availability of a cash equivalent in lieu of equal benefits.

Under penalty of perjury under laws of the State of California, I certify I understand and will comply with requirements of the Equal Benefits Ordinance in the manner affirmed above in accordance with San Diego Municipal Code, Chapter 2, Article 2, Division 43 and the Rules Implementing the Equal Benefits Ordinance.

Brian Mecum/ Area Vice President Network

Name/Title of Signatory

Signature

Date

Receipt Date 11/12/2013 EBO Analyst

FOR OFFICIAL CITY USE ONLY

Approved

☐ Not Approved-Reason



THE CITY OF SAN DIEGO

July, 3 2012

Krystal Patterson
PlanCom, Inc., agents representing Verizon Wireless
302 State Pl.
Escondido, CA 92029

Dear Krystal Patterson:

Subject: Verizon – Naval Hospital (Balboa Activity Center); Project No. 237378

Congratulations on your approved project! I am pleased to provide electronic copies of the discretionary approvals for the project referenced above and approved on March 29, 2012. The enclosed CD includes copies of the recorded permit, resolution(s), approved exhibit and/or map. The discretionary portion of your project is now complete. The deposit account for the review/approval of this portion of your project has been closed. In approximately 6-8 weeks, the financially responsible party for the deposit account will receive any remaining funds in the account, provided the account is not in deficit. In the event the account is in deficit, the financially responsible party will continue to receive account statements showing the negative balance due until payment is received.

The remaining steps in the ministerial development process, through the City of San Diego, are as follows:

Construction Permits - The discretionary approvals must be utilized by April 13, 2015. Please refer to the appropriate section of our Land Development Manual, Project Submittal Requirements for the appropriate construction permits (available through our web site at www.sandiego.gov/development-services), as follows:

Section 2 – Construction Permits, Structures

The following link provides useful contact information throughout the life of your project:
<http://www.sandiego.gov/development-services/contact/>

If you have any questions, I can be reached at (619) 446-5349 or via e-mail at ahempton@sandiego.gov.

Sincerely,

 FOR ALEX HEMPTON
Alex Hempton, AICP
Associate Planner

Page 2
Krystal Patterson
July 3, 2012

Enclosures:

1. CD

cc: File

Carol Young, Sr. Property Agent, Real Estate Assets (with CD)

Charlie Daniels, Asset Manager, Park & Recreation Dept. (with CD)

DOC # 2012-0380228



PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:
City of San Diego
Development Services
Permit intake Mail station 501

AND WHEN RECORDED MAIL TO:
Project Management
Permit Clerk
Mail station 501

18
15
12

JUN 29, 2012 11:08 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 87.00

PAGES: 15



THIS SPACE FOR RECORDER'S USE ONLY

Internal order Number: 24001714

VERIZON - Naval Hospital
(Balboa Park Activity Center)
Project No: 237378
Planning Commission

Neighborhood Use Permit No. 953318
Planned Development Permit No. 953318

(Please fill in document title(s) on this line)

RE-RECORDED

Re-Recording to change Resolution No PC-4784

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

DOC # 2012-0263464



MAY 04, 2012 9:24 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 43.00

8838

PAGES: 10



RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 501

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

F8
10P
1CON

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 24001714

NEIGHBORHOOD USE PERMIT NO. 953318
PLANNED DEVELOPMENT PERMIT NO. 953319
VERIZON – NAVAL HOSPITAL (BALBOA PARK ACTIVITY CENTER)
PROJECT NO. 237378
PLANNING COMMISSION

This NEIGHBORHOOD USE PERMIT (NUP) NO. 953318 and PLANNED DEVELOPMENT PERMIT (PDP) NO. 953319 are granted by the **Planning Commission** of the City of San Diego to THE CITY OF SAN DIEGO, Owner, and VERIZON WIRELESS, Permittee, pursuant to San Diego Municipal Code [SDMC] sections 126.0201, 126.0601, and 141.0420. The site is located at 2117 Park Boulevard, in an unzoned portion of the Balboa Park plan area. The project site is legally described as that portion of the Pueblo Lands of San Diego in the City of San Diego, County of San Diego, State of California, according to Miscellaneous Maps Thereof No. 36 by James Pascoe, filed in the Office of the County Recorder of said County, being a portion of Pueblo Lot 1136 and Pueblo Lot 1143 of said Pueblo Land according to Miscellaneous Maps Thereof No. 35, by Charles B. Poole, filed in the Office of the County Recorder of said County.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee to construct, operate, and maintain a Wireless Communication Facility (WCF), described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated March 29, 2012, on file in the Development Services Department.

The project shall include:

- a. A 54'1" high pour-in-place concrete monument structure, concealing twelve (12) panel antennas, located behind radio-frequency transparent screens, painted and textured to match the adjacent tower surfaces;
- b. "Balboa Park Activity Center" lettering located on the monument tower;
- c. A 341 square foot above-ground equipment enclosure, located at the base of the monument tower; this deviates from Land Development Code (LDC) Sections 141.0420(g)(3) and 141.0420(i)(1)(B), which limit the size of equipment enclosures to

- 250 square feet and require enclosures to be located underground within parks, respectively; these deviations are permitted with the processing of this PDP;
- d. Landscaping (planting, irrigation and landscape related improvements);
 - e. Accessory improvements determined by the Development Services Department to be consistent with the land use and development standards in effect for this site per the adopted community plan, California Environmental Quality Act Guidelines, public and private improvement requirements of the City Engineer, the underlying zone(s), conditions of this Permit, and any other applicable regulations of the SDMC in effect for this site.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. Failure to utilize and maintain utilization of this permit as described in the SDMC will automatically void the permit unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by April 13, 2015.
2. No permit for the construction, occupancy or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. Unless this Permit has been revoked by the City of San Diego the property included by reference within this Permit shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the Development Services Department.
4. The project complies with the Telecommunication Facility Guidelines as a Complete Concealment Facility and as a result, the permit will not contain an expiration date. It is the responsibility of the Permittee to maintain the appearance of the approved facility in conditions set forth in this permit unless the site is removed and restored to its original condition. Code compliance shall be notified if the appearance or the scope of the project has changed without the approval of the City Manager.
5. This Permit is a covenant running with the subject property and shall be binding upon the Permittee and any successor or successors, and the interests of any successor shall be subject to each and every condition set out in this Permit and all referenced documents.
6. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

7. Issuance of this Permit by the City of San Diego does not authorize the Permittee for this permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

8. The Permittee shall secure all necessary building permits. The Permittee is informed that to secure these permits, substantial modifications to the building and site improvements to comply with applicable building, fire, mechanical and plumbing codes and State law requiring access for disabled people may be required.

9. Construction plans shall be in substantial conformity to Exhibit "A." No changes, modifications or alterations shall be made unless appropriate application(s) or amendment(s) to this Permit have been granted.

10. All of the conditions contained in this Permit have been considered and have been determined to be necessary in order to make the findings required for this Permit. It is the intent of the City that the holder of this Permit be required to comply with each and every condition in order to be afforded the special rights which the holder of the Permit is entitled as a result of obtaining this Permit.

In the event that any condition of this Permit, on a legal challenge by the Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

11. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify applicant of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the applicant shall not be required to pay or perform any settlement unless such settlement is approved by applicant.

ENGINEERING REQUIREMENTS:

12. Prior to the issuance of any construction permits, the Owner/Permittee shall submit a Water Pollution Control Plan (WPCP). The WPCP shall be prepared in accordance with the guidelines in Appendix E of the City's Storm Water Standards, satisfactory to the City Engineer.

13. Prior to the issuance of any construction permits, the Owner/Permittee shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the San Diego Municipal Code, into the construction plans or specifications, satisfactory to the City Engineer.

14. This project proposes to export 20 cubic yards of material from the project site. All export material shall be discharged into a legal disposal site. The approval of this project does not allow the onsite processing and sale of the export material unless the underlying zone allows a construction and demolition debris recycling facility with an approved Neighborhood Use Permit or Conditional Use Permit per LDC Section 141.0620(i).

LANDSCAPE REQUIREMENTS:

15. In the event that the Landscape Plan and the Site Plan conflict, the Site Plan shall be revised to be consistent with the Landscape Plan such that landscape areas are consistent with the Exhibit 'A' Landscape Development Plan.

16. Prior to issuance of any construction permits for buildings complete landscape and irrigation construction documents consistent with the Land Development Manual: Landscape Standards shall be submitted to the Development Services Department for approval. The construction documents shall be in substantial conformance with Exhibit 'A,' Landscape Development Plan, on file in the Office of the Development Services Department. Construction plans shall take into account a 40 square foot area around each tree which is unencumbered by hardscape and utilities as set forth under LDC 142.0403(b)5.

17. Prior to issuance of any Certificate of Occupancy or activation of WCF, it shall be the responsibility of the Owner/Permittee to install all required landscape and obtain all required landscape inspections.

18. All required landscape shall be maintained in a disease, weed and litter free condition at all times. Severe pruning or "topping" of trees is not permitted. The trees shall be maintained in a safe manner to allow each tree to grow to its mature height and spread.

19. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved construction document plans is damaged or removed during demolition or construction, it shall be repaired and/or replaced in kind and equivalent size per the approved documents to the satisfaction of the Development Services Department within 30 days of damage or Certificate of Occupancy or a Final Landscape Inspection or activation of WCF.

20. Any required planting that dies within 3 years of installation shall be replaced within 30 calendar days of plant death with the same size and species of plant material shown on the approved plan. Required shrubs or trees that die 3 years or more after installation shall be replaced with 15 gallon size or 60-inch box size material, respectively. Development Services may authorize adjustment of the size and quantity of replacement material where material replacement would occur in inaccessible areas or where the existing plant being replaced is larger than a 15 gallon shrub or 60-inch box tree.

PARK & RECREATION DEPARTMENT REQUIREMENTS:

21. The Park & Recreation Department shall review and approve construction plans prior to building permit issuance.

PLANNING/DESIGN REQUIREMENTS:

22. A topographical survey conforming to the provisions of the SDMC may be required if it is determined, during construction, that there may be a conflict between the building(s) under construction and a condition of this Permit or a regulation of the underlying zone. The cost of any such survey shall be borne by the Owner/Permittee.

23. Prior to the issuance of a construction permit, the Permittee shall provide certification providing evidence that the cumulative field measurements of radio frequency power densities for all antennas installed on the premises comply with federal standards.

24. All equipment, including transformers, emergency generators and air conditioners 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.

25. Prior to obtaining a Construction Permit the following items must be illustrated on the construction drawings; coax cable tray, meters, telco, A/C units, generator receptacles, cable runs, bridges, dog houses and external ports. These appurtenances must be minimized visually so as to avoid the effect of changing the outward appearance of the project from what was approved on the exhibits.

26. The Owner/Permittee shall notify the City within 30 days of the sale or transfer of this site to any other provider or if the site is no longer operational requiring the removal and the restoration of this site to its original condition.

27. This wireless communication facility shall be removed or replaced if it is determined that the facility or components of the facility are obsolete.

INFORMATION ONLY:

- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this development permit, may protest the imposition within

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ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code §66020.

- This development may be subject to impact fees at the time of construction permit issuance

APPROVED by the Planning Commission of the City of San Diego on March 29, 2012 by Resolution No. PC-4784.

8844

Permit Type/PTS Approval No.: NUP/953318
and PDP/953319
Date of Approval: 3/29/2012

AUTHENTICATED BY THE DEVELOPMENT SERVICES DEPARTMENT



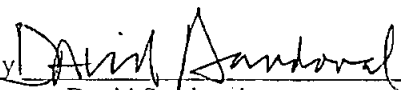
Alexander Hempton, AICP
Associate Planner

NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of
this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

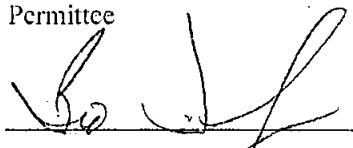
**CITY OF SAN DIEGO – REAL ESTATE
ASSETS DEPARTMENT**

Owner

By 
David Sandoval
Deputy Director

VERIZON WIRELESS

Permittee

By 
Bill D'Agostino
Executive Director

NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San DiegoOn May 3, 2012 before me, Georgette Ocariza Manela, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Alexander Hempton

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Georgette Manela

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Verizon - Naval Hospital (Balboa Park Activity Center) - PTS #: 237378Document Date: March 29, 2012 Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name: ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): ☐ Individual☐ Individual☐ Partner — ☐ Limited ☐ General☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Attorney in Fact☐ Trustee☐ Trustee☐ Guardian or Conservator☐ Guardian or Conservator☐ Other: ☐ Other: Signer Is Representing: Signer Is Representing:

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of

San Diego

On April 30, 2012

Date

before me,

Teresa Dolores Morse, Notary Public

Here Insert Name and Title of the Officer

personally appeared

David A. Sandoval

Name of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Teresa Dolores Morse

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: NUP 93338 - Verizon - Naval Hospital - Telecom

Document Date: March 29, 2012

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of OrangeOn April 19, 2012

Date

before me,

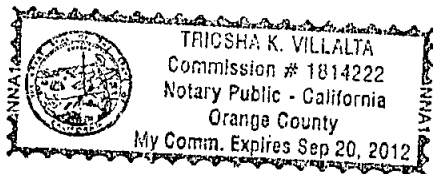
Trisha K. Villalta

Notary Public

Here Insert Name and Title of the Officer

personally appeared Bill D'Agostino

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies); and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Trisha K. Villalta

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

PLANNING COMMISSION
RESOLUTION NO. PC-4784
NEIGHBORHOOD USE PERMIT NO. 953318
PLANNED DEVELOPMENT PERMIT NO. 953319
VERIZON – NAVAL HOSPITAL (BALBOA PARK ACTIVITY CENTER)
PROJECT NUMBER 237378

WHEREAS, THE CITY OF SAN DIEGO, Owner, and VERIZON WIRELESS, Permittee, filed an application with the City of San Diego for a permit to construct, operate, and maintain a Wireless Communication Facility (WCF) (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit Nos. 953318 and 953319);

WHEREAS, the project site is located at 2117 Park Boulevard, in an unzoned portion of the Balboa Park plan area;

WHEREAS, the project site is legally described as that portion of the Pueblo Lands of San Diego in the City of San Diego, County of San Diego, State of California, according to Miscellaneous Maps Thereof No. 36 by James Pascoe, filed in the Office of the County Recorder of said County, being a portion of Pueblo Lot 1136 and Pueblo Lot 1143 of said Pueblo Land according to Miscellaneous Maps Thereof No. 35, by Charles B. Poole, filed in the Office of the County Recorder of said County;

WHEREAS, on February 27, 2012, the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.) under CEQA Guideline Section 15303 (New Construction or Conversion of Small Structures) and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code Section 112.0520;

WHEREAS, on March 29, 2012, the Planning Commission of the City of San Diego considered Neighborhood Use Permit No. 953318 and Planned Development Permit No. 953319 pursuant to the Land Development Code of the City of San Diego;

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of San Diego as follows:

That the Planning Commission adopts the following written Findings, dated March 29, 2012:

FINDINGS:

Neighborhood Use Permit - Section 126.0205

- 1. The proposed development will not adversely affect the applicable land use plan;**

The City's General Plan (UD-15) requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore,

the plan states that equipment associated with wireless facilities be concealed from view. In this case, the WCF consists of antennas concealed within a new 54'1" high pour-in-place concrete monument structure. Integration with the adjacent Balboa Park Activity Center has been taken into account with the design of the monument tower and architectural elements have been incorporated. To facilitate wayfinding within Balboa Park, "Balboa Park Activity Center" lettering will be affixed to an upper portion of the tower. Existing mature trees and proposed landscape material help integrate the facility with the park context and relationship to existing buildings. Based on the design of this project, the WCF will not adversely affect the applicable land use plans.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

The Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." The proposed project would be consistent with the FCC's regulations for wireless facilities. To insure that the FCC standards are being met, a condition has been added to the permit to require that Verizon Wireless perform a cumulative model RF test and submit the finding in a report to the City of San Diego prior to the issuance of a building permit. (Note: This condition is in addition to LDC section 141.0420(b)(1)(A), which requires compliance with federal and state standards and regulations with regards to WCF's.) Therefore, based on the above, the project would not result in any significant health or safety risks to the surrounding area within the jurisdiction of the City.

3. The proposed development will comply with the regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code.

This project complies with the regulations of the Land Development Code, specifically the WCF Regulations, LDC 141.0420. WCF's are permitted in dedicated parkland, with the processing of a NUP, when the antennas are located more than 100' from the property line of a residential use, day care, elementary school, or middle school. Two deviations to the WCF Design Requirements and WCF Park Site Installation regulations are being requested as part of this PDP and are detailed under PDP Finding #3. The WCF Design Requirements state that WCF's shall utilize the smallest, least visually intrusive antennas, components, and other necessary equipment. Furthermore, the applicant shall use all reasonable means to conceal or minimize the visual impacts of the WCF's through integration. Integration with existing structures or among other existing uses shall be accomplished through the use of architecture, landscape, and siting solutions. In this case, the design of the monument structure utilizes architecture to integrate with the existing Balboa Park Activity Center located adjacent to the proposed tower. Landscape, consisting of existing mature trees and additional proposed landscape, act to integrate, screen, and reduce the visual bulk and scale of the facility. Finally, the monument tower has been situated away from Park Boulevard, in order to reduce its prominence from this road utilized by vehicles and pedestrians alike. Based on the design of the facility, the project complies with the applicable regulations of the Land Development Code, including the allowed deviations being processed with the PDP.

Planned Development Permit - Section 126.0604

1. **The proposed development will not adversely affect the applicable land use plan;**

The City's General Plan (UD-15) requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view. In this case, the WCF consists of antennas concealed within a new 54'1" high pour-in-place concrete monument structure. Integration with the adjacent Balboa Park Activity Center has been taken into account with the design of the monument tower and architectural elements have been incorporated. To facilitate wayfinding within Balboa Park, "Balboa Park Activity Center" lettering will be affixed to an upper portion of the tower. Existing mature trees and proposed landscape material help integrate the facility with the park context and relationship to existing buildings. Based on the design of this project, the WCF will not adversely affect the applicable land use plans.

2. **The proposed development will not be detrimental to the public health, safety, and welfare;**

The Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." The proposed project would be consistent with the FCC's regulations for wireless facilities. To insure that the FCC standards are being met, a condition has been added to the permit to require that Verizon Wireless perform a cumulative model RF test and submit the finding in a report to the City of San Diego prior to the issuance of a building permit. (Note: This condition is in addition to LDC section 141.0420(b)(1)(A), which requires compliance with federal and state standards and regulations with regards to WCF's.) Therefore, based on the above, the project would not result in any significant health or safety risks to the surrounding area within the jurisdiction of the City.

3. **The proposed development will comply with the regulations of the Land Development Code including any proposed deviations pursuant to Section 126.0602(b)(1) that are appropriate for this location and will result in a more desirable project than would be achieved if designed in strict conformance with the development regulations of the applicable zone; and any allowable deviations that are otherwise authorized pursuant to the Land Development Code.**

This project complies with the regulations of the Land Development Code and requests two deviations as part of this PDP: 1) The equipment area is located above-ground, where LDC Section 141.0420(i)(1)(B) requires that equipment enclosures be placed underground and; 2) The equipment area, at 341 square feet, exceeds the 250 square foot maximum permitted by LDC Section 141.0420(g)(3). While LDC Section 141.0420(i)(1)(B) states that, "equipment enclosures shall be placed underground" in parks, LDC Section 141.0420(i)(1)(C) allows for above-ground

equipment in dedicated parkland where the WCF use would not violate City Charter Section 55. In this case, the above-ground equipment would not remove "usable park space." The current use of the area proposed for the WCF installation consists of ornamental planting. The WCF will not interfere with the intended use or preclude park uses from occurring in this area. The Park & Recreation Dept. and Balboa Park Committee have also reviewed this project.

The equipment enclosure also exceeds the 250 square foot maximum permitted by LDC Section 141.0420(g)(3). The enclosure, at 341 square feet, is located a fair distance from Park Boulevard, allowing for existing mature landscape screening and buffering, and is designed to be compatible with the proposed monument tower and the existing Activity Center.

The two deviations requested are appropriate for this location and result in a more desirable project than would be achieved if the project was designed in strict conformance with the WCF Design Requirements. In terms of the equipment enclosure size deviation, the majority of the equipment has been located at the base of the monument tower and appears as part of the overall monument tower structure. The first level of the tower structure extends to the south to accommodate additional equipment required for the operation of the antennas as well as air conditioning units. The deviation allows the coverage and capacity of this facility to function at a greater level, in a way that is compatible with the surroundings, making it more desirable.

In terms of the underground equipment requirement, the regulations allow above-ground equipment in dedicated parks when the above-ground equipment does not violate Charter Section 55. The antennas associated with this facility have to be located above-ground. The equipment associated with the antennas is located within the monument structure, with additional equipment room space to the south. The majority of the equipment is located within the monument structure, which has to be above-ground. Since the above-ground equipment does not preclude the park use and is not in violation of Charter Section 55, it is appropriate at this location. The project is more desirable than if the project was designed in strict conformance with the code, by integrating the equipment enclosure as part of the above-ground monument tower element housing the antennas.

Based on these considerations, the two requested deviations are appropriate for this location and based on the design of the project, result in a more desirable project than would be achieved if the project was designed in strict conformance with the LDC.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, NEIGHBORHOOD USE PERMIT NO. 953318 and PLANNED DEVELOPMENT PERMIT NO. 953319 are hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit Nos. 953318 and 953319, a copy of which is attached hereto and made a part hereof.



Alexander Hempton, AICP
Associate Planner
Development Services

Adopted on: March 29, 2012
Internal Order No. 24001714