

**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 NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("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 and approval by the San Diego City Attorney ("Effective Date").

RECITALS

A. CITY owns certain real property commonly known as Balboa Park Golf Course, located at 2600 Golf Course Drive in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to construct, operate, and maintain a new wireless communications facility on a 250 square foot portion of the Premises (the "Site"), as described and depicted in the Site plans attached hereto as Exhibit B and incorporated herein by reference (the "Site Plans").

C. LESSEE and the CITY desire to establish their respective rights and responsibilities for LESSEE'S construction and operation of the new wireless communications facility and LESSEE'S use of the Site.

AGREEMENT

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. "Communications Equipment" means the antenna support structure, 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 that LESSEE will construct and maintain on the Site, more particularly described and depicted in the Site Plans attached as Exhibit B.
- 1.2. "Hazardous Substances" means any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "CITY Contact" means the CITY Golf Course Manager or designee. For purposes of this Lease, the CITY Contact is currently **Lew Millburn**, who can be contacted at **(858) 552-1785**.

2. LEASED PROPERTY.

- 2.1. Lease of Site. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Site.
- 2.2. Access to Site. Unless otherwise provided, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Premises on a 24-hour, non-exclusive basis to access the Site.
- 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 C, which LESSEE may record in the Office of the San Diego County Recorder.

3. USES.

LESSEE shall use the Site 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, LESSEE'S Communications Equipment ("LESSEE'S Operations").

- 3.1. Continuous Use. LESSEE shall continuously occupy and use the Site 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 Site 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, titled Disposition of City-Owned Real Property.
- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site 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. Except otherwise stated in Section 30, below, LESSEE shall surrender the Site in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. **RENT.**

LESSEE shall pay rent to CITY in the amount of \$38,000 (thirty eight thousand 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	\$39,330.00
Lease Year Three	\$40,706.55
Lease Year Four	\$42,131.28
Lease Year Five	\$43,605.87
Lease Years Six – Ten	Market Rent Adjustments by Appraisal

The above rent schedule reflects an annual rent escalation equal to three and one-half percent (3.5%) 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 Site, 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 three and one-half percent (3.5%) 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 and one-half percent (3.5%) above the annual rent for each preceding Lease Year. In no event shall the rent ever decrease from the rental rate established for the previous 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. Invoicing Courtesy. CITY may invoice LESSEE for amounts payable under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount payable under this Lease.
- 5.4. 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 after fifteen (15) days past due, LESSEE shall pay an additional five percent (5%) (being a total of ten percent (10%)), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.
- 5.5. 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 Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site 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 Site. 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 Site.

7. INSURANCE

LESSEE shall not begin any work on the Premises or Site until it has: (a) provided to CITY insurance certificates reflecting evidence of all insurance required below; however, the CITY reserves the right to request, and the LESSEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed with CITY that all policies contain the specific provisions required below. LESSEE'S liabilities, including but not limited to LESSEE'S indemnity obligations, under this Lease, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Lease and LESSEE'S failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by the CITY. The LESSEE shall not modify any policy or endorsement thereto which increases the CITY'S exposure to loss for the Term.

7.1. Types of Insurance: At all times during the term of this Lease, the LESSEE shall maintain insurance coverage as follows:

a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

b. Commercial Automobile Liability. For all of the LESSEE'S automobiles including owned, hired and non-owned automobiles, the LESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

c. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of the insurable property constructed and/or installed by LESSEE or at LESSEE's direction on the Premises in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

d. Workers' Compensation. For all of the LESSEE'S employees who are subject to this Lease and to the extent required by the applicable state or federal law, the LESSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the LESSEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives

7.2. Deductibles: All deductibles on any policy shall be the responsibility of the LESSEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.

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

7.4. Modification: To assure protection from and against the kind and extent of risk existing with LESSEE'S Operations, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY'S reasonable re-evaluation of risk levels related to the Site.

7.5. Accident Reports: LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the LESSEE'S Operations. 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.

7.6. Required Endorsements: The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Lease.

7.6.1. Commercial General Liability Insurance Endorsements:

i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04,

the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

ii. Primary and Non-Contributory Coverage: The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of LESSEE'S insurance and shall not contribute to it.

iii. Severability of Interest. The policy or policies must be endorsed to provide that the LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.6.2. Automobile Liability Insurance Endorsements:

i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the LESSEE.

ii. Severability Of Interest. The policy or policies must be endorsed to provide that LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.6.3. Worker's Compensation Insurance Endorsements:

i. Waiver of Subrogation: The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.

8. ACCEPTANCE OF SITE.

LESSEE represents and warrants that LESSEE has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Site is in the condition called for herein and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, at the Site. LESSEE has been given the opportunity to investigate the Site 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 Hazardous Substances on the Site. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises or Site.

9. SITE PLANS.

LESSEE shall develop the Site in accordance with Site Plans approved by CITY'S Development Services Department. LESSEE'S failure to comply with the Site Plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the Site Plans, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site (with the exception of necessary maintenance and/or repairs that does not include swapping out or replacing any the Communications Equipment) without CITY'S prior written consent. LESSEE shall not make any structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY'S prior written consent.

10.1. Landscaping. LESSEE shall install landscaping and irrigation (collectively, "Landscaping") on the Site 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 or Site to the reasonable satisfaction of the CITY Contact for a period of two (2) years from the date the Landscaping passes final inspection by CITY, landscape installation shall be maintained in accordance to CITY'S landscape standards, attached as Exhibit G, 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 or Site for the remainder of the Term.

10.2. Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance that does not include swapping out or replacing any the Communications Equipment, unless: (1) LESSEE obtains CITY'S prior written consent, which shall be granted in the CITY'S sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibits D and E. Nothing in this section shall be construed to eliminate LESSEE'S obligation to obtain development related permits and approvals for any alterations to the

Communications Equipment that may be required by CITY'S Development Services Department or any other governmental agency including such permits or approvals that may be governed by Section 6409 of the Spectrum Act (47 U.S.C. section 1455) and the Federal Communications Commission Final Report and Order dated October 21, 2014 (FCC 14-153), Rules §§1.40001 *et seq.*

- 10.3. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.
- 10.4. Repair and Restoration. Nothing in Section 10 shall relieve LESSEE of any obligation under this Lease to maintain the Site 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 Site for the permitted uses to the reasonable satisfaction of CITY. Competent management" shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a 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. Upon receipt of same, 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. Equal Benefits. LESSEE shall comply with San Diego Municipal Code 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 San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease. LESSEE shall return to the City a completed copy of Exhibit G prior to entering the Site or performing any action under this Lease.

13. WATER QUALITY ASSURANCES.

LESSEE shall, at its sole cost and expense, comply with all laws, rules, regulations and direction of competent governmental authority (such as the San Diego Regional Water Quality Control Board) relating to water quality assurance and storm water management. LESSEE acknowledges and agrees that such legal requirements may change at any time and from time to time.

- 13.1. NPDES. LESSEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") permit in force on the Effective Date of this Lease (i.e., Permit No. R9-2013-0001), and any and all amendments thereto and all applicable succeeding NPDES permits.
- 13.2. Stormwater Management. LESSEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices," as that term is defined by the Stormwater Code, and as approved by CITY, in its governmental capacity, under its Stormwater Management Program.

14. TELECOMMUNICATIONS PROVISIONS.

- 14.1. Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the wireless communications facility within the levels allowed by federal regulations set forth in Section 1.1310 of Title 47 of the Code of Federal Regulations. Any area within one thousand (1,000) feet of any RF transmitting antenna on the wireless communications facility, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated in CFR Title 47 for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any areas discovered by LESSEE to exceed such federally mandated limits. LESSEE shall defend and hold the CITY harmless for any liabilities, fines or other penalties claimed or imposed against the CITY that result from the existence of excessive levels of radiation that are caused in whole or in part, or contributed to, by LESSEE'S Operations. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. Additional information regarding these exposure limits can be found in the FCC's OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields," and in supplements to Bulletin 65, all available at the FCC's Internet Web site: <http://www.fcc.gov/oct/rfsafety>.
- 14.2. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D, which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that LESSEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses at the Premises.

14.3. Industry Standards. LESSEE shall perform LESSEE'S Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, LESSEE shall comply with the following supplemental requirements:

14.3.1. LESSEE shall remove all trash and debris from the Site and/or Premises at the end of each workday;

14.3.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;

14.3.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and

14.3.4. LESSEE shall comply with the requirements set forth in Exhibit E with respect to LESSEE'S Operations. City may, in its sole discretion, update Exhibit E from time to time.

14.4. Other Facilities. LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) located on the Premises without CITY'S prior consent.

14.5. Interference with CITY Operations or Public Use. LESSEE'S Operations shall not interfere with CITY operations or the public's use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Site and/or Premises, either during or after the completion of construction of approved improvements. 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 Site and/or Premises clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Site and/or Premises is damaged by any cause that puts the Site and/or 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 Site and/or Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Site and/or Premises all debris resulting from the damage and restore the Site and/or 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 Site and/or Premises as soon as practicable, but no later than ten (10) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Site within sixty (60) calendar days after such occurrence. Failure to timely repair damage to the Site and/or Premises will be considered a default under the Lease.

16. HAZARDOUS MATERIALS.

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

- 16.1 Release. For all purposes of this Lease, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 16.2 Remediation. If LESSEE'S occupancy, use, development, maintenance, or restoration of the Site results in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY'S satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.3 Removal. If LESSEE or LESSEE'S officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Site and/or Premises, LESSEE shall remove all Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Lease. CITY reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Site. LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 16.4 Indemnity. 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 occupancy, use, development, maintenance, or restoration of the Site and/or Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE'S officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 16.5 Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Site and/or Premises, LESSEE shall immediately notify CITY and any appropriate regulatory or

reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Site.

- 16.6 Environmental Assessment. Upon reasonable cause to believe that LESSEE'S occupancy, use, development, maintenance, or restoration of the Site resulted in any Hazardous Substance being released on, from or beneath the Site or Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at LESSEE'S sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LESSEE'S occupancy, use, development, maintenance, or restoration of the 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, or require future restricted re-use of the Site and/or Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Site and/or Premises and compliance with environmental laws and regulations are achieved, and LESSEE shall pay all costs and expenses therefor.

17. 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 and/or Site 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 and/or Site, 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 Site and/or Premises and remove the item at LESSEE'S cost and expense. LESSEE shall post a clearly marked sign at the Site indicating LESSEE'S name and emergency telephone number.

18. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Site 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 Site 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. This provision is not meant to supersede the obligations of the Parties stated in section 10.1 in regards to Landscaping.

18.1. CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Site 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 Site.

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

19. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY'S interest in the Site, or to inspect the operations conducted on the Site. If CITY'S entry or inspection discloses that the Site 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 Site 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 Site 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.

20. 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 Site shall be installed underground and shall be used for LESSEE'S Operations only. Utilities shall be constructed and located in accordance with the approved Site Plans.

21. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Site, 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 Site, 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.

22. 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 Site, 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.

23. 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 Site-related loan proceeds exclusively to its installation of wireless communication facilities on the Site, LESSEE may pledge its leasehold estate hereunder to secure its performance under the subject debt instrument.

- 23.1. 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 Site, including, but not limited to, the following: off-site improvements for service of the Site; 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.
- 23.2. Subsequent Encumbrances. After the Site is 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.
- 23.3. 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.

- 23.4. 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.
- 23.5. 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 Site, 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 Site results in a lien or notice of lien being filed against the Premises and/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.

24. ASSIGNMENT AND SUBLETTING.

24.1. Assignment.

- 24.1.1. 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.
- 24.1.2. 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.
- 24.1.3. CITY’S consent to any Assignment pursuant to Section 24.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired.
- 24.1.4. LESSEE shall not permit any person or entity (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.

- 24.1.5. Consent by CITY to any Assignment of this Lease pursuant to Section 24.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
- 24.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE'S interest herein by operation of law, without CITY'S prior written consent.
- 24.1.7. Any Assignment of this Lease, or any use or occupancy of the Site and/or Premises by any other person or entity, in violation of the foregoing provisions (Sections 24.1.1 through 24.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.
- 24.2. Subletting. LESSEE shall not sublet, in whole or in part, the Site, or any right or appurtenant privilege to the Site.
- 24.2.1. Any subletting, in whole or in part, of the Site shall be void and shall be a default of this Lease, and CITY may thereupon terminate this Lease.
- 24.3. 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.

25. INDEMNIFICATION.

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 for damages or injuries to any person or property, including injury to LESSEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S occupancy, use, development, maintenance, or restoration of the Site, including damages arising out of release of hazardous materials, and all 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 established liability arising from the gross negligence or 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 reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

26. 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 Site. 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 Site, as are necessary for LESSEE'S Operations.

27. CITY'S RESERVATION OF RIGHTS.

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

28. REASSIGNMENT OF SPACE.

At any time during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Relocation Site").

- 28.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Site either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Site, 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 Site. CITY shall cooperate in good faith with LESSEE to identify, if practical, a Relocation Site for LESSEE's Communication Equipment that is consistent with applicable laws and land use regulations, and which provides substantially equivalent functionality and coverage to that of LESSEE's relocated Communications Facilities. Nothing herein shall be construed as a requirement that CITY identify or otherwise locate, agree to or approve a Relocation Site. Nothing in this section shall be construed to eliminate LESSEE'S obligation to obtain development related permits and approvals for the Relocation Site that may be required by CITY'S Development Services Department or any other governmental agency. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment of the Relocation Site.
- 28.2. 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.

- 28.3. Broadcast and/or Receiving Capability. During physical relocation of the Communications Equipment to the Relocation Site, CITY will work with LESSEE in good faith to attempt to secure an alternative CITY-approved site for LESSEE to operate temporary installed communications equipment, which may include a CITY-approved temporary wireless communication facility on the Premises and which will be installed and maintained at LESSEE'S sole cost and expense.
- 28.4. No Agreement. If CITY and LESSEE are unable to agree on an acceptable Relocation Site, then LESSEE may terminate this Lease upon thirty (30) or CITY may terminate this Lease upon ninety (90) calendar days prior written notice, without further obligation thereto.
- 28.5. Site Redefined. After a reassignment and relocation as provided in this section, the Site shall be redefined to be the Relocation Site. CITY and LESSEE agree that "as built" drawings of the Relocation Site, 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 33.12 below) to include a full description of the Relocation Site 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.

29. EMINENT DOMAIN.

If all or part of the Site 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:

- 29.1. Full Taking. If the entire Site is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 29.2. Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site 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.
- 29.3. Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site 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 Site taken, but only to the extent that LESSEE'S use of the Site is reduced or impaired.
- 29.4. 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.

29.5. Transfer. CITY may transfer CITY'S interests in the Site 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 Site in accordance with this Lease.

29.6. 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.

30. DEFAULT AND REMEDIES.

30.1. Default. Each of the following shall constitute an event of default under this Lease:

30.1.1. 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;

30.1.2. 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;

30.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;

30.1.4. 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;

30.1.5. LESSEE is adjudicated a bankrupt;

30.1.6. LESSEE makes a general assignment for the benefit of creditors; and

30.1.7. LESSEE uses the Site for any unauthorized purpose.

30.2. Remedies.

30.2.1. 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.

30.2.2. For Monetary Default. Upon LESSEE'S default for nonpayment under Section 30.1.1 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 Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.

30.2.3. For Non-Monetary Default. Upon LESSEE'S default based upon Sections 30.1.2 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 Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 30.1.2 through 30.1.7 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.

30.2.4. CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:

30.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus

30.2.4.2. 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

30.2.4.3. 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

30.2.4.4. 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

30.2.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.

30.2.4.6. As used in Sections 30.2.4.1 and 30.2.4.2, 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 and any and all other amounts that LESSEE is required to pay to CITY under this Lease.

30.2.4.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.

30.3. 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.

30.3.1. 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:

30.3.1.1. CITY may correct the default and charge the costs incurred to LESSEE'S account, which charge shall be due and payable within thirty (30) days of CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;

30.3.1.2. 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

30.3.1.3. 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.

30.3.2. 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.

- 30.4. 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 Site. 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 Site.
- 30.5. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, 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.
- 30.6. 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 Site 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.

31. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

Except as otherwise provided in this section, all improvements constructed on the Site by LESSEE or by LESSEE'S contractors and/or subcontractors at any time during the Term, including any tower structure, equipment shelters, conduit, and fence (hereinafter referred to in this section as "LESSEE'S Improvements"), as well as all Communications Equipment, machines, and appliances brought to the Site by LESSEE or LESSEE'S contractors and/or subcontractors at any time during the Term (hereinafter referred to as "LESSEE's Personal Property") shall be the property of LESSEE during the Term (hereinafter referred to as "LESSEE'S Property").

- 31.1. 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 Site and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Lease. As applicable, LESSEE shall present CITY with a bill of sale transferring ownership of LESSEE'S Improvements to the CITY.

- 31.1.1. 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.

31.2. On or before the expiration of this Lease, or as CITY may direct upon earlier termination of this Lease, LESSEE shall remove from the Site 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 of the removal, storage and all other costs associated therewith..

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

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

31.3.1. 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.

32. 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:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SD0735
Cell Site Name: Balboa Golf Course
Fixed Asset No.: 10151039
575 Morosgo Drive NE
13F, West Tower
Atlanta, GA 30324

If to CITY:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director

- 32.1. 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.
- 32.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

33. MISCELLANEOUS PROVISIONS.

- 33.1. Governing Law. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California. Any lawsuit to enforce this Lease shall be filed in the Superior Court of California, County of San Diego, Central Division.
- 33.2. 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 Site, 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 Site, 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.
- 33.3. 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.
- 33.4. 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.
- 33.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 33.6. Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE'S Operations on the Site in a creditable manner and in accordance with industry standards.
- 33.7. 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.

- 33.8. 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.
- 33.9. 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 Mayor or his designee, unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 33.10. 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.
- 33.11. 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 and approved by the City Attorney.
- 33.12. 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.
- 33.13. 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.
- 33.14. 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.
- 33.15. 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.
- 33.16. 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.

33.17. 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.

33.18. 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: 5/11/15

THE CITY OF SAN DIEGO, a California
municipal corporation

By: [Signature]

Name: _____
Title: Cybele Thompson
Director, Real Estate Assets

Date: 4/17/15

LESSEE:
By: [Signature]
Name: JAMES JANSMA
Title: Director, Real Estate Assets

Environmental Analysis Section Environmental Clearance:

_____ CEQA Exemption 15303-(New Construction) Environmental review determined the project would not have
_____ the potential for causing a significant effect on the environment. The project meets the criteria set forth in
_____ CEQA Section 15303 which addresses the construction and location of limited numbers of new, small
_____ facilities or structures. Additionally, none of the exceptions described in CEQA Guidelines Section

Date: 15300.2 apply. /

5/15/15

By: [Signature]
Name: Maria Elena
Title: Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: _____

JAN I. GOLDSMITH, City Attorney

By: _____

Name: _____
Deputy City Attorney

Approved As To Form
JAN I. GOLDSMITH

By: Melissa Ables DATE 5/14/15

NAME: Melissa Ables

TITLE: Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

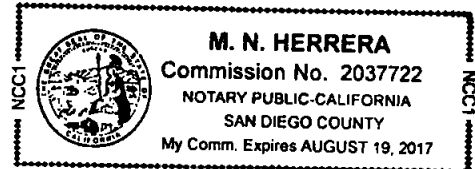
On 4/17/15 before me, M.N.Herrera, Notary Public
(insert name and title of the officer)

personally appeared James Jansma,
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  (Seal)



LANDLORD ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, the
undersigned, a Notary Public in and for said State, personally appeared _____,
_____, 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 _____

Name _____
(typed or printed)

(Seal)

Exhibit A:
Description of Site and Premises

City Site ID Number:

Lessee Site No: SD0735 “Balboa Golf Course”

Location: 2101 Pershing Drive, San Diego, CA 92101

Assessor’s Parcel Number: 534-450-08

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

All of Pueblo Lot No. 1137 of the Pueblo Lands in the City of San Diego, County of San Diego, State of California, according to Map made by James Pascoe in 1870 and filed in the Office of the County Recorder of San Diego, on November 14, 1921 as Miscellaneous Map No. 36.

Exhibit B

Site and Equipment Plans

[see following pages]



SD0735 BALBOA PARK GOLF COURSE

2101 PERSHING DRIVE, SAN DIEGO, CA 92101

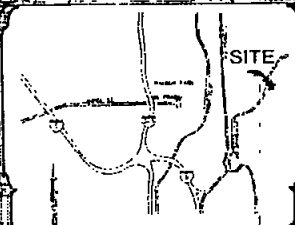
GRANTED TO THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

CELESTINE TRACT, UNINCORPORATED
PART 1/4 SEC. 10, T1S, R12E, S12
LOT 14, SAN DIEGO CO., CALIF.

ALL OF PARCELS LOT 14, LOT 15 OF THE PUBLIC LANDS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP MADE BY JAMES PEARCE IN 1852 AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SAN FRANCISCO, IN 1852 AS PARCELS LOT 14 AND 15.

DIRECTIONS TO SITE FROM AT&T OFFICE

1. START OUT CORNER WEST ON TRUCK ST. TOWARD CARPUS DRIVE
2. TURN LEFT ONTO CARPUS DRIVE
3. TURN RIGHT ONTO PERSHING DR.
4. TURN LEFT ONTO 2101 PERSHING DR. TO BALBOA PARK GOLF COURSE
5. TURN LEFT ONTO 2101 PERSHING DR. TO BALBOA PARK GOLF COURSE
6. TURN LEFT ONTO 2101 PERSHING DR. TO BALBOA PARK GOLF COURSE
7. TURN LEFT ONTO 2101 PERSHING DR. TO BALBOA PARK GOLF COURSE
8. TURN LEFT ONTO 2101 PERSHING DR. TO BALBOA PARK GOLF COURSE
9. TURN LEFT ONTO 2101 PERSHING DR. TO BALBOA PARK GOLF COURSE
10. TURN LEFT ONTO 2101 PERSHING DR. TO BALBOA PARK GOLF COURSE



INITIALS

TO BE COMPLETED BY INITIALS

CONSTRUCTION INITIALS

LANDLORD INITIALS

AT&T ACQUISITION INITIALS

ACCESSIBILITY DISCLOSURE

THIS PROJECT IS AN UNINCORPORATED TELECOMMUNICATIONS FACILITY AND, ACCORDING TO SECTION 50309 OF THE CALIFORNIA CIVIL RIGHTS ACT, IT IS NOT A PUBLIC ACCOMMODATION. THEREFORE, NO SECTION 50309 COMPLIANCE IS REQUIRED.

EXCEPTION TO SECTION 50309

THIS PROJECT HAS LESS THAN 100 SEATING CAPACITY. THEREFORE, NO SECTION 50309 COMPLIANCE IS REQUIRED.

LEGAL DESCRIPTION

DIRECTIONS TO SITE

VICINITY MAP

CLIENT APPROVALS

TITLE 24 COMPLIANCE

APPLICABLE CODES

ALL NEW BUILDINGS MUST COMPLY WITH ALL APPLICABLE CODES INCLUDING BUT NOT LIMITED TO:

1. 200 CALIFORNIA BUILDING CODE (CBC) / 2001 INTERNATIONAL BUILDING CODE (IBC)
2. 200 CALIFORNIA ELECTRICAL CODE (CEC) / 2001 NATIONAL ELECTRICAL CODE (NEC)
3. 200 CALIFORNIA MECHANICAL CODE (CMC) / 2001 INTERNATIONAL MECHANICAL CODE (IMC)
4. 200 CALIFORNIA PLUMBING CODE (CPC) / 2001 INTERNATIONAL PLUMBING CODE (IPC)
5. 200 CALIFORNIA FIRE CODE (CFC) / 2001 INTERNATIONAL FIRE CODE (IFC)
6. 200 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSC)
7. 200 BUILDING DEPARTMENT SPECIFIC STANDARDS

TELECOMMUNICATIONS FACILITY

PROJECT NUMBER: SD0735

PROJECT OWNER: AT&T

PROJECT ADDRESS: 2101 PERSHING DRIVE, SAN DIEGO, CA 92101

PROJECT DESCRIPTION: TELECOMMUNICATIONS FACILITY

PROJECT MANAGER: JAMES PEARCE

PROJECT CONTACT: JAMES PEARCE

PROJECT PHONE: (619) 594-1234

PROJECT FAX: (619) 594-1234

PROJECT EMAIL: JAMES.PEARCE@AT&T.COM

APPROVALS

PROJECT MANAGER: JAMES PEARCE

PROJECT CONTACT: JAMES PEARCE

PROJECT PHONE: (619) 594-1234

PROJECT FAX: (619) 594-1234

PROJECT EMAIL: JAMES.PEARCE@AT&T.COM

EXHIBIT "A"

Project Number: 270934

Approval Date: 5/2/14

Signed (1st Sheet): Attention

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	1.000	1.000	EA	1.000
2	2.000	2.000	EA	2.000
3	3.000	3.000	EA	3.000
4	4.000	4.000	EA	4.000
5	5.000	5.000	EA	5.000
6	6.000	6.000	EA	6.000
7	7.000	7.000	EA	7.000
8	8.000	8.000	EA	8.000
9	9.000	9.000	EA	9.000
10	10.000	10.000	EA	10.000

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	1.000	1.000	EA	1.000
2	2.000	2.000	EA	2.000
3	3.000	3.000	EA	3.000
4	4.000	4.000	EA	4.000
5	5.000	5.000	EA	5.000
6	6.000	6.000	EA	6.000
7	7.000	7.000	EA	7.000
8	8.000	8.000	EA	8.000
9	9.000	9.000	EA	9.000
10	10.000	10.000	EA	10.000

APPLICABLE CODES

PROJECT SUMMARY

CONSULTANT TEAM

SHEET INDEX

G-001

UNIMPROVED DRIVE PLAN



Call Toll Free
1-800
422-4133

FOR A LIST OF PROJECTS
SEE THE LISTING PAGE

DESIGNED AND
LANDSCAPED

PROPOSED AND FIELD MARKS BY
DATE

SECTION A
ADDITIONAL PLAN

SECTION A
ADDITIONAL PLAN

NO.	DESCRIPTION	DATE
1	1. Construction	10/1/14
2	2. Construction	10/1/14
3	3. Construction	10/1/14
4	4. Construction	10/1/14
5	5. Construction	10/1/14
6	6. Construction	10/1/14
7	7. Construction	10/1/14
8	8. Construction	10/1/14
9	9. Construction	10/1/14
10	10. Construction	10/1/14

DRIVE

PERSHING

SECTION C
ADDITIONAL PLAN

SECTION C PROPOSED AND FIELD MARKS
DATE

SECTION	AREA	AREA NO.	AREA SIZE	AREA TYPE	AREA DATE
ALPHA	1	101	101	101	101
BETA	2	201	201	201	201
GAMMA	3	301	301	301	301

1. THE UNDERSIGNED CERTIFICATE OF TITLE COMPANY HAS BEEN PREPARED FOR THE PURPOSE OF PROVIDING A SUMMARY OF THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND ANY OTHER RECORDS REQUIRED BY THE STATE OF CALIFORNIA, IN CONNECTION WITH THE PROJECT.
2. THE UNDERSIGNED CERTIFICATE OF TITLE COMPANY HAS BEEN PREPARED FOR THE PURPOSE OF PROVIDING A SUMMARY OF THE RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AND ANY OTHER RECORDS REQUIRED BY THE STATE OF CALIFORNIA, IN CONNECTION WITH THE PROJECT.
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CITY OF SAN DIEGO DEVELOPMENT DEPARTMENT
ENTITLEMENTS DIVISION

EXHIBIT "A"

270934

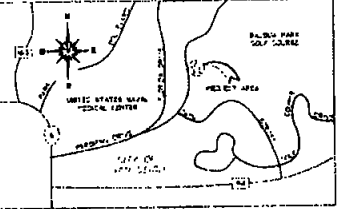
Project Number:

Approval Date:

Signed (3 of 3):

5/2/14

1 SITE PLAN



MAP OF SAN DIEGO

DATE

DATE

DATE

DATE

DATE

SITE PLAN AND NOTES



BALBOA PARK GOLF COURSE
SAN DIEGO, CA 92111

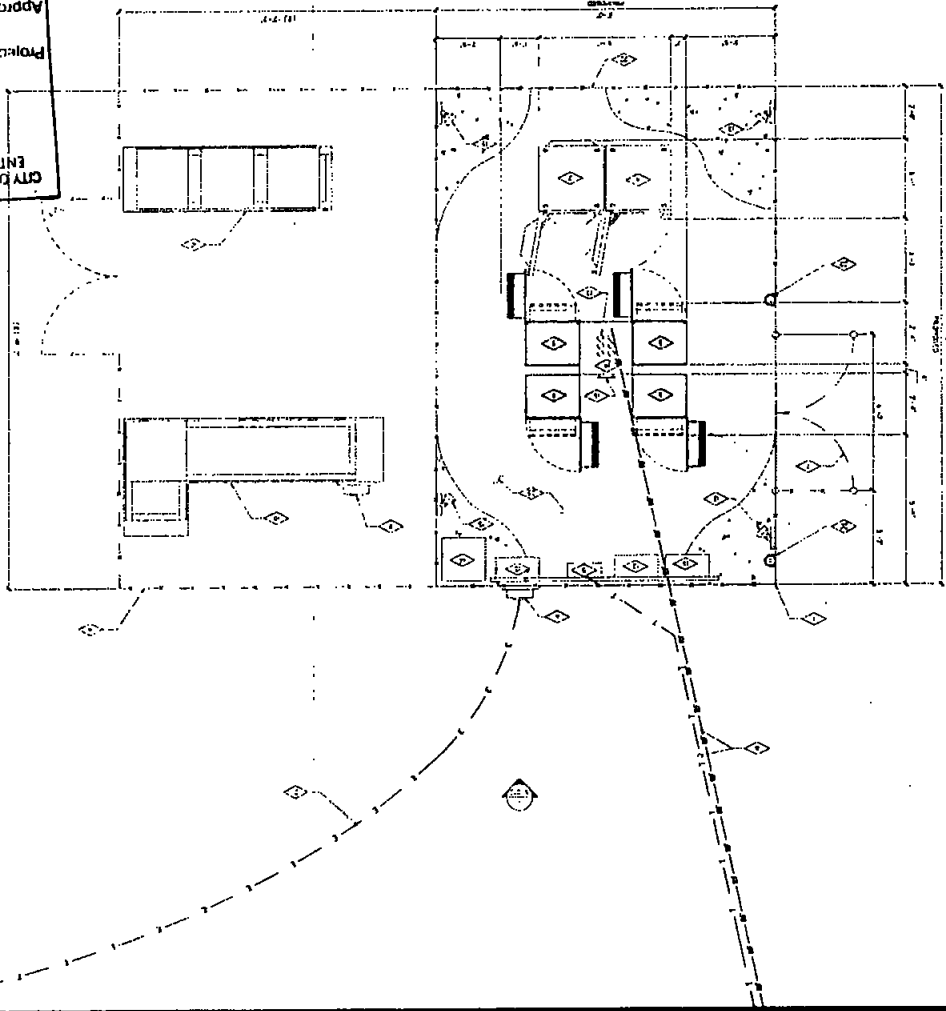
architecture Mitchell J architecture



A-100

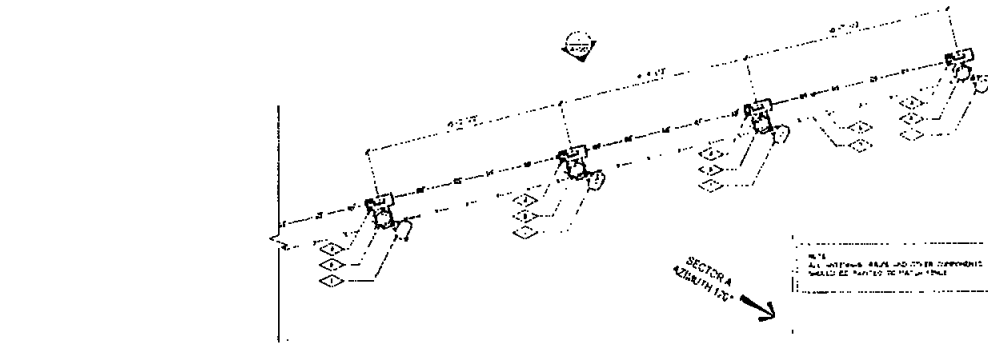
EQUIPMENT LAYOUT PLAN

270934
5/2/14

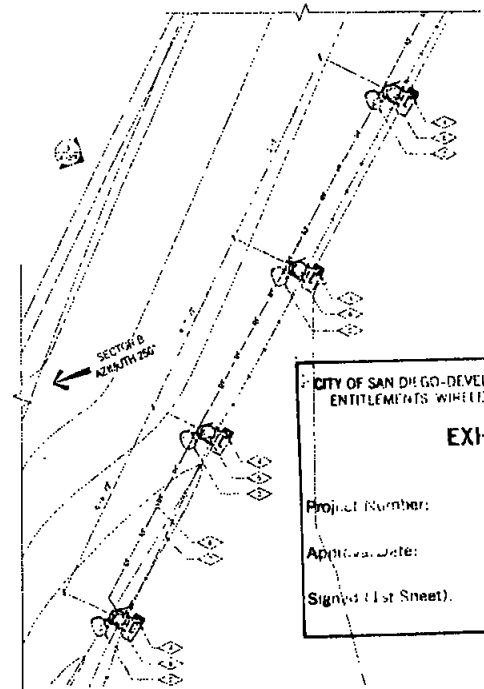
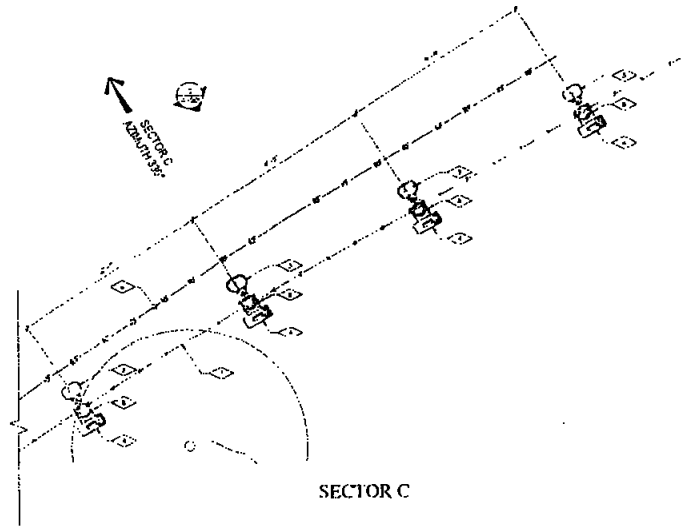


1. 1970-1971 2. 1972-1973 3. 1974-1975 4. 1976-1977 5. 1978-1979 6. 1980-1981 7. 1982-1983 8. 1984-1985 9. 1986-1987 10. 1988-1989 11. 1990-1991 12. 1992-1993 13. 1994-1995 14. 1996-1997 15. 1998-1999 16. 2000-2001 17. 2002-2003 18. 2004-2005 19. 2006-2007 20. 2008-2009 21. 2010-2011 22. 2012-2013 23. 2014-2015 24. 2016-2017 25. 2018-2019 26. 2020-2021 27. 2022-2023 28. 2024-2025 29. 2026-2027 30. 2028-2029 31. 2030-2031 32. 2032-2033 33. 2034-2035 34. 2036-2037 35. 2038-2039 36. 2040-2041 37. 2042-2043 38. 2044-2045 39. 2046-2047 40. 2048-2049 41. 2050-2051 42. 2052-2053 43. 2054-2055 44. 2056-2057 45. 2058-2059 46. 2060-2061 47. 2062-2063 48. 2064-2065 49. 2066-2067 50. 2068-2069 51. 2070-2071 52. 2072-2073 53. 2074-2075 54. 2076-2077 55. 2078-2079 56. 2080-2081 57. 2082-2083 58. 2084-2085 59. 2086-2087 60. 2088-2089 61. 2090-2091 62. 2092-2093 63. 2094-2095 64. 2096-2097 65. 2098-2099 66. 2100-2101 67. 2102-2103 68. 2104-2105 69. 2106-2107 70. 2108-2109 71. 2110-2111 72. 2112-2113 73. 2114-2115 74. 2116-2117 75. 2118-2119 76. 2120-2121 77. 2122-2123 78. 2124-2125 79. 2126-2127 80. 2128-2129 81. 2130-2131 82. 2132-2133 83. 2134-2135 84. 2136-2137 85. 2138-2139 86. 2140-2141 87. 2142-2143 88. 2144-2145 89. 2146-2147 90. 2148-2149 91. 2150-2151 92. 2152-2153 93. 2154-2155 94. 2156-2157 95. 2158-2159 96. 2160-2161 97. 2162-2163 98. 2164-2165 99. 2166-2167 100. 2168-2169 101. 2170-2171 102. 2172-2173 103. 2174-2175 104. 2176-2177 105. 2178-2179 106. 2180-2181 107. 2182-2183 108. 2184-2185 109. 2186-2187 110. 2188-2189 111. 2190-2191 112. 2192-2193 113. 2194-2195 114. 2196-2197 115. 2198-2199 116. 2200-2201 117. 2202-2203 118. 2204-2205 119. 2206-2207 120. 2208-2209 121. 2210-2211 122. 2212-2213 123. 2214-2215 124. 2216-2217 125. 2218-2219 126. 2220-2221 127. 2222-2223 128. 2224-2225 129. 2226-2227 130. 2228-2229 131. 2230-2231 132. 2232-2233 133. 2234-2235 134. 2236-2237 135. 2238-2239 136. 2240-2241 137. 2242-2243 138. 2244-2245 139. 2246-2247 140. 2248-2249 141. 2250-2251 142. 2252-2253 143. 2254-2255 144. 2256-2257 145. 2258-2259 146. 2260-2261 147. 2262-2263 148. 2264-2265 149. 2266-2267 150. 2268-2269 151. 2270-2271 152. 2272-2273 153. 2274-2275 154. 2276-2277 155. 2278-2279 156. 2280-2281 157. 2282-2283 158. 2284-2285 159. 2286-2287 160. 2288-2289 161. 2290-2291 162. 2292-2293 163. 2294-2295 164. 2296-2297 165. 2298-2299 166. 2300-2301 167. 2302-2303 168. 2304-2305 169. 2306-2307 170. 2308-2309 171. 2310-2311 172. 2312-2313 173. 2314-2315 174. 2316-2317 175. 2318-2319 176. 2320-2321 177. 2322-2323 178. 2324-2325 179. 2326-2327 180. 2328-2329 181. 2330-2331 182. 2332-2333 183. 2334-2335 184. 2336-2337 185. 2338-2339 186. 2340-2341 187. 2342-2343 188. 2344-2345 189. 2346-2347 190. 2348-2349 191. 2350-2351 192. 2352-2353 193. 2354-2355 194. 2356-2357 195. 2358-2359 196. 2360-2361 197. 2362-2363 198. 2364-2365 199. 2366-2367 200. 2368-2369 201. 2370-2371 202. 2372-2373 203. 2374-2375 204. 2376-2377 205. 2378-2379 206. 2380-2381 207. 2382-2383 208. 2384-2385 209. 2386-2387 210. 2388-2389 211. 2390-2391 212. 2392-2393 213. 2394-2395 214. 2396-2397 215. 2398-2399 216. 2400-2401 217. 2402-2403 218. 2404-2405 219. 2406-2407 220. 2408-2409 221. 2410-2411 222. 2412-2413 223. 2414-2415 224. 2416-2417 225. 2418-2419 226. 2420-2421 227. 2422-2423 228. 2424-2425 229. 2426-2427 230. 2428-2429 231. 2430-2431 232. 2432-2433 233. 2434-2435 234. 2436-2437 235. 2438-2439 236. 2440-2441 237. 2442-2443 238. 2444-2445 239. 2446-2447 240. 2448-2449 241. 2450-2451 242. 2452-2453 243. 2454-2455 244. 2456-2457 245. 2458-2459 246. 2460-2461 247. 2462-2463 248. 2464-2465 249. 2466-2467 250. 2468-2469 251. 2470-2471 252. 2472-2473 253. 2474-2475 254. 2476-2477 255. 2478-2479 256. 2480-2481 257. 2482-2483 258. 2484-2485 259. 2486-2487 260. 2488-2489 261. 2490-2491 262. 2492-2493 263. 2494-2495 264. 2496-2497 265. 2498-2499 266. 2500-2501 267. 2502-2503 268. 2504-2505 269. 2506-2507 270. 2508-2509 271. 2510-2511 272. 2512-2513 273. 2514-2515 274. 2516-2517 275. 2518-2519 276. 2520-2521 277. 2522-2523 278. 2524-2525 279. 2526-2527 280. 2528-2529

[illegible]



- ANTENNA INSTALLATION NOTES:**
- PROPOSED 10' HORN ANTENNA SHALL BE PLACED AT INTERSECTION OF THE 42' 0" AND 4' 0" DIMENSIONS. ANTENNA SHALL BE PLACED WITHIN PROPERTY LINES.
 - PROPOSED 10' HORN ANTENNA SHALL BE PLACED AT INTERSECTION OF THE 42' 0" AND 4' 0" DIMENSIONS. ANTENNA SHALL BE PLACED WITHIN PROPERTY LINES.
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CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 270934

Approval Date: 5/2/14

Signed (1st Sheet):

ENLARGED ANTENNA LAYOUT PLAN

AT&T

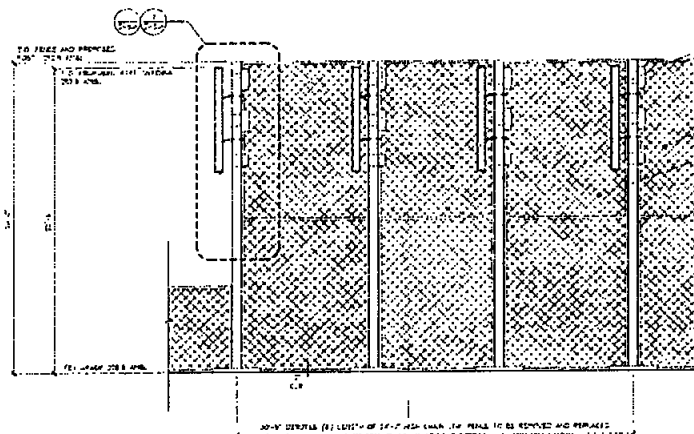
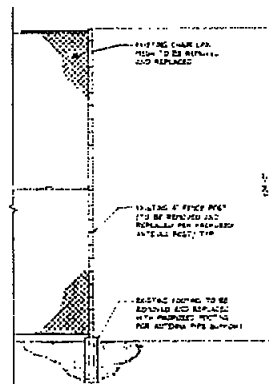
BALBOA PARK GOLF COURSE

San Diego, CA 92161

architecture Mitchell J architecture

A-102

EXISTING FENCE POST



SECTOR A

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

EXHIBIT "A"

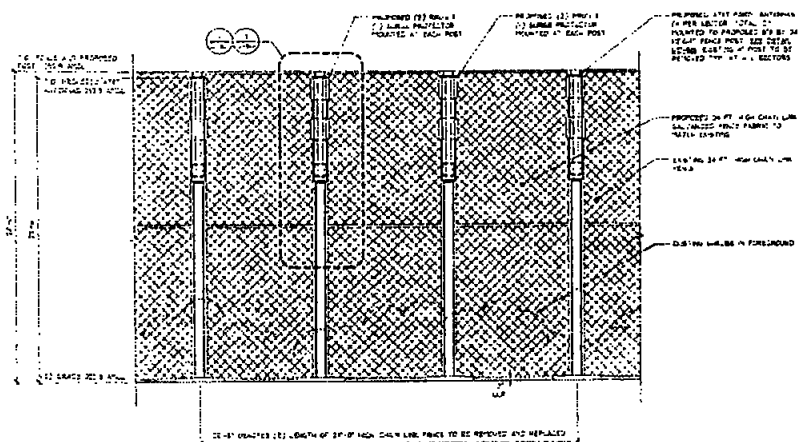
Project Number:

270934

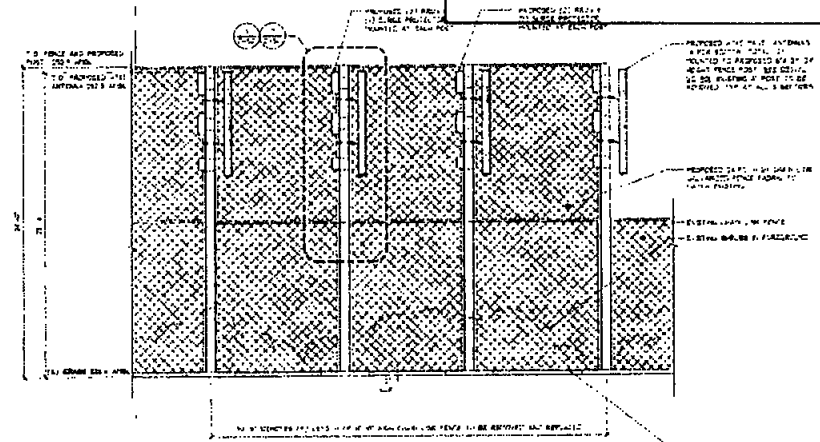
Approval Date:

5/2/14

Signed (1st Sheet):



SECTOR C



SECTOR B

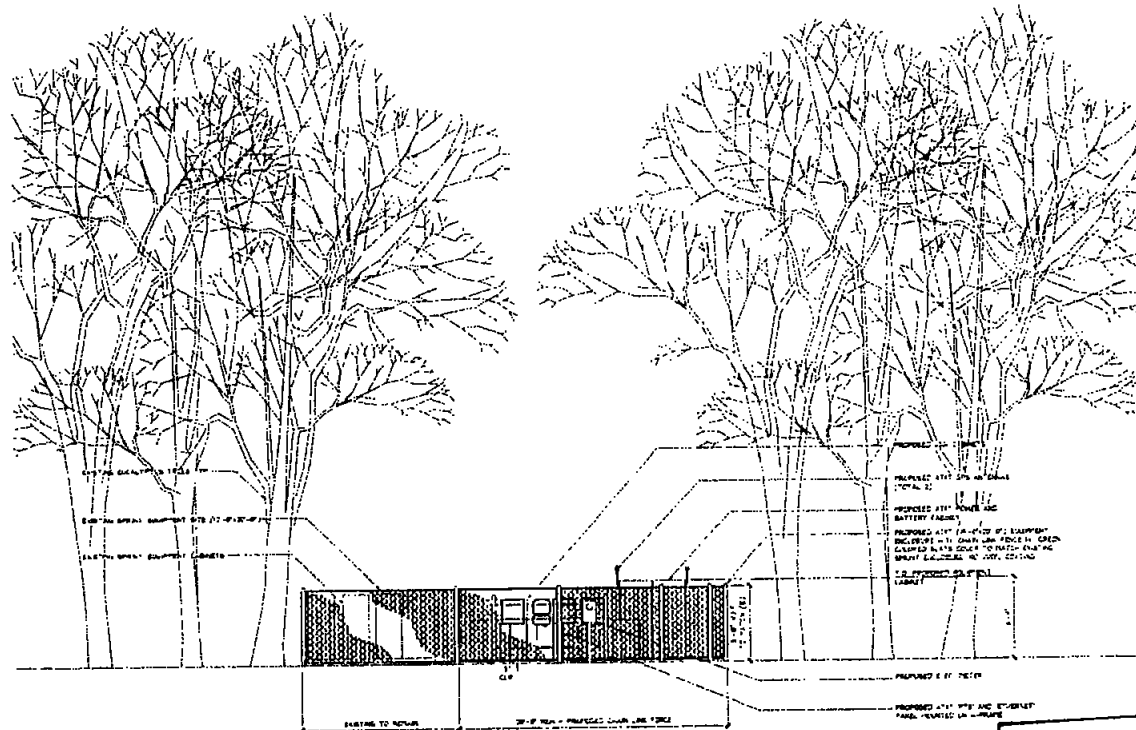
EXTERIOR ELEVATIONS ANTENNAS

BALBOA PARK GOLF COURSE

AT&T

architecture Mitchell J architecture

A-201



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/1/14
2	REVISED PER CITY COMMENTS	10/1/14
3	REVISED PER CITY COMMENTS	10/1/14
4	REVISED PER CITY COMMENTS	10/1/14
5	REVISED PER CITY COMMENTS	10/1/14
6	REVISED PER CITY COMMENTS	10/1/14
7	REVISED PER CITY COMMENTS	10/1/14
8	REVISED PER CITY COMMENTS	10/1/14
9	REVISED PER CITY COMMENTS	10/1/14
10	REVISED PER CITY COMMENTS	10/1/14

NOTES:

- ENCLOSURE SHALL BE PAINTED WHITE AND EQUIPMENT SHALL BE PAINTED BLACK.
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EXTERIOR ELEVATIONS - EQUIPMENT ENCLOSURE

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

EXHIBIT "A"

Project Number: 270934

Approval Date: 5/2/14

Signed (for title):

EXTERIOR ELEVATION-EQUIPMENT ENCLOSURE

BALBOA PARK GOLF COURSE

AT&T

Mitchell J architecture

A-202

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

EXHIBIT "A"

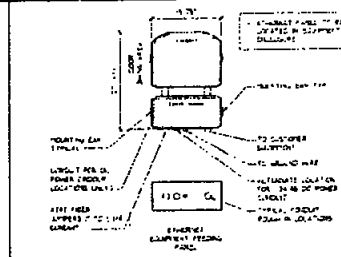
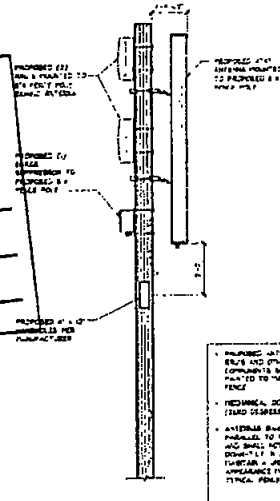
Project Number:

270934

Approval Date:

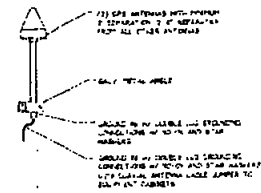
5/2/14

Signed (1st Sheet):



ETHERNET PANEL

SCALE: 1/8\"/>

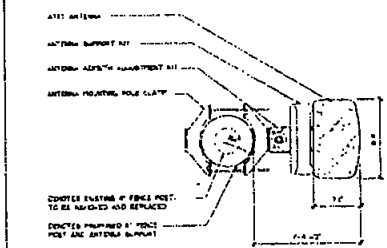


GPS ANTENNA

SCALE: 1/8\"/>

PROPOSED POLE ELEVATION

SCALE: 1/8\"/>

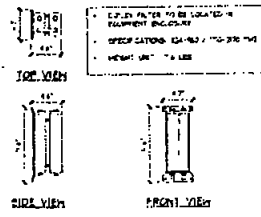


ANTENNA LAYOUT PLAN

SCALE: 1/8\"/>

REMOTE RADIO UNIT

SCALE: 1/8\"/>

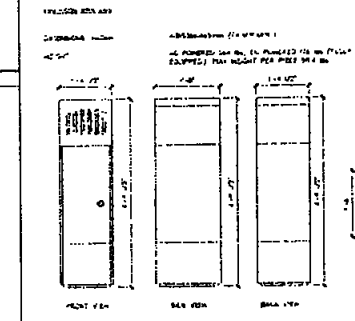


DIPLEX FILTER

SCALE: 1/8\"/>

ANTENNA DETAIL

SCALE: 1/8\"/>



RADIO CABINET

SCALE: 1/8\"/>

EQUIPMENT DETAILS

BALBOA PARK GOLF COURSE

AT&T

architecture

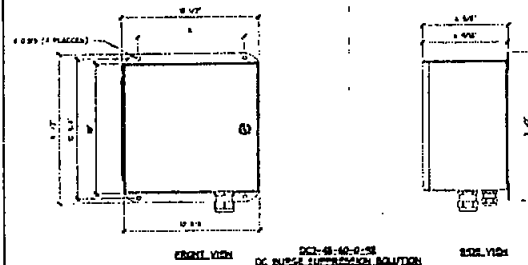
MICHELL J

D-501

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

EXHIBIT "A"

Project Number: 270134
Approval Date: 5/2/14
Signed (on Sheet): _____



4 PROPOSED SURGE SUPPRESSOR
SCALE: NTS



PLAN VIEW



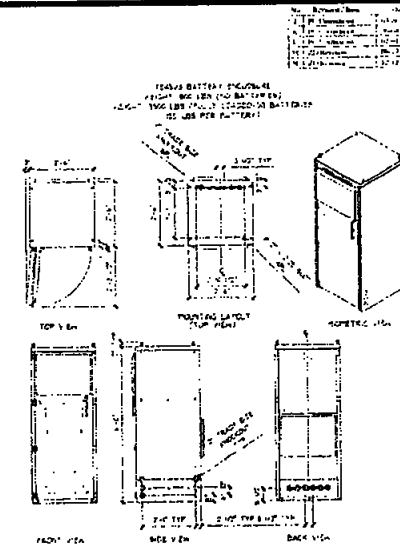
FRONT VIEW



SIDE VIEW

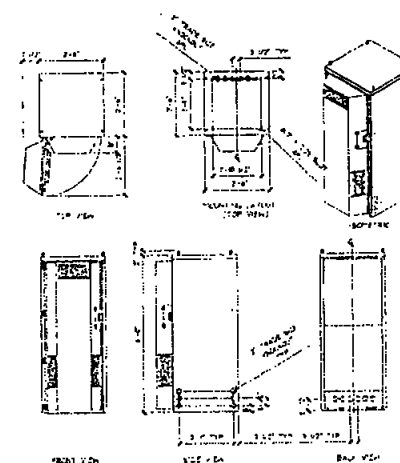
AIR POLE MOUNTING CLAMPS

5 POLE MOUNT
SCALE: NTS



1 BATTERY CABINET
SCALE: NTS

400A 120/240V 20A 50/60HZ (2000W)
OVERCURRENT PROTECTION (20A)
20A 120/240V 20A 50/60HZ (2000W)
20A 120/240V 20A 50/60HZ (2000W)



2 POWER CABINET
SCALE: NTS

EQUIPMENT DETAILS

BALBOA PARK GOLF COURSE

AT&T

San Diego, CA 92101

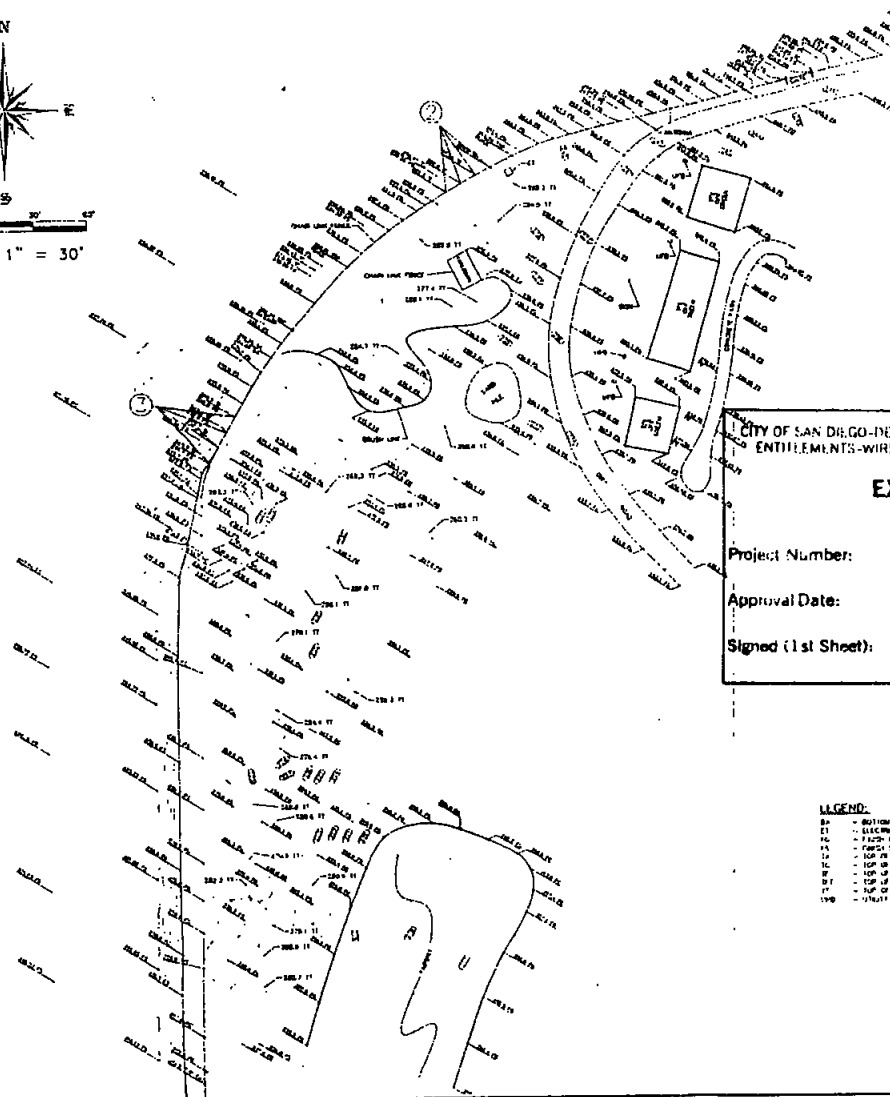
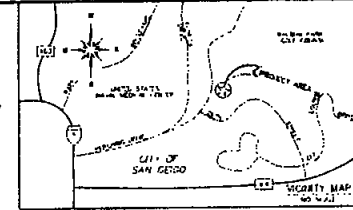
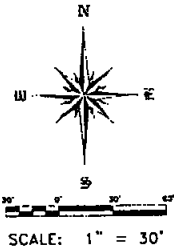
architecture Mitchell J

D-502



AT&T SITE SD0735

2600 GOLF COURSE DRIVE
SAN DIEGO, CA 92101



DATA STATEMENT:

THE DATA OF THIS STATEMENT IS FOR THE SURVEY OF THE CALIFORNIA GEOGRAPHIC SYSTEM (CGS) AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE DATA IS THE PROPERTY OF THE CITY OF SAN DIEGO AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

DESCRIPTION:

CITY OF SAN DIEGO - DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS - WIRELESS COMMUNICATION FACILITIES
ELEVATION: 163.308
DATE: 08/08/2014

EXHIBIT "A"

Project Number:

270934

Approval Date:

5/2/14

Signed (1st Sheet):

BOUNDARY NOTE:

A BOUNDARY NOTE WAS NOT AVAILABLE AT THE TIME OF THE SURVEY. THE BOUNDARY IS THE PROPERTY OF THE CITY OF SAN DIEGO AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

EXISTING NOTE:

A BOUNDARY NOTE WAS NOT AVAILABLE AT THE TIME OF THE SURVEY. THE BOUNDARY IS THE PROPERTY OF THE CITY OF SAN DIEGO AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

GEOMETRIC POSITIONS:

POINT	NORTHING	EASTING	UTM ZONE	LONGITUDE
1	3244485.251	6287386.131	12Q UTM	117.072127
2	3244485.251	6287386.131	12Q UTM	117.072127

LEGEND:

- BA - BOTTOM OF ANCHOR
- EL - ELEVATION
- FL - FLOOR LEVEL
- FS - FLOOR SURFACE
- LA - TOP OF ANCHOR
- LC - TOP OF CURB
- OP - TOP OF PAVEMENT
- OT - TOP OF TOWER
- TP - TOP OF PAVEMENT
- TP - TOP OF TOWER

APPROVED: [Signature]
DATE: 5/2/14



REVISIONS		JRN CIVIL ENGINEERS	
1	SCALE: 1" = 30'	AT&T SITE SD0735	2600 GOLF COURSE DRIVE
2	DATE: 11/26/12	ADDRESS:	SAN DIEGO, CA 92101
3	DRAWN BY: BJB-02	CLIENT:	MITCHELL J. ARCHITECTURE
4	FILE NO. 11028		



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

EXHIBIT "A"

Project Number: 270934
Approval Date: 5/2/14
Signed: _____



SD0735
Balboa Park Golf Course
2600 Golf Course Drive
San Diego, CA 92101



Proposed antennas, RRUs and surge
supressors mounted to replacement
golf course screening poles

These simulations are intended for graphical purposes only and not intended
to be part of or to replace the information provided on the construction drawings

PROPOSED

10/1/2013

Photosimulation of proposed telecommunications site

EXISTING



SD0735
Balboa Park Golf Course
2600 Golf Course Drive
San Diego, CA 92101

Proposed antennas, RRUs and surge suppressors mounted to replacement golf course screening poles

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

EXHIBIT "A"

Project Number:

270934

Approval Date:

5/2/14

Signed (1st Sheet):

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10/1/2013

PROPOSED

Photosimulation of proposed telecommunications site

EXISTING



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

EXHIBIT "A"

Project Number:

270934

5/2/14



SD0735
Balboa Park Golf Course
2600 Golf Course Drive
San Diego, CA 92101

Proposed antennas, RRUs and surge
supressors mounted to replacement
golf course screening poles



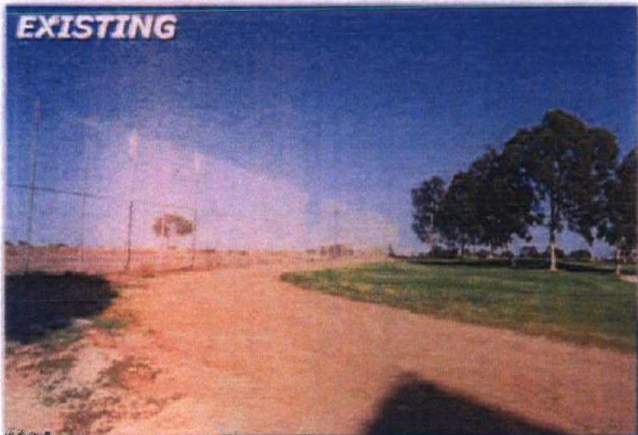
These simulations are intended for graphical purposes only and not intended
to be part of or to replace the information provided on the construction drawings

PROPOSED

10/1/2013

Photosimulation of proposed telecommunications site

EXISTING



SD0735
Balboa Park Golf Course
2600 Golf Course Drive
San Diego, CA 92101

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

EXHIBIT "A"

Project Number:

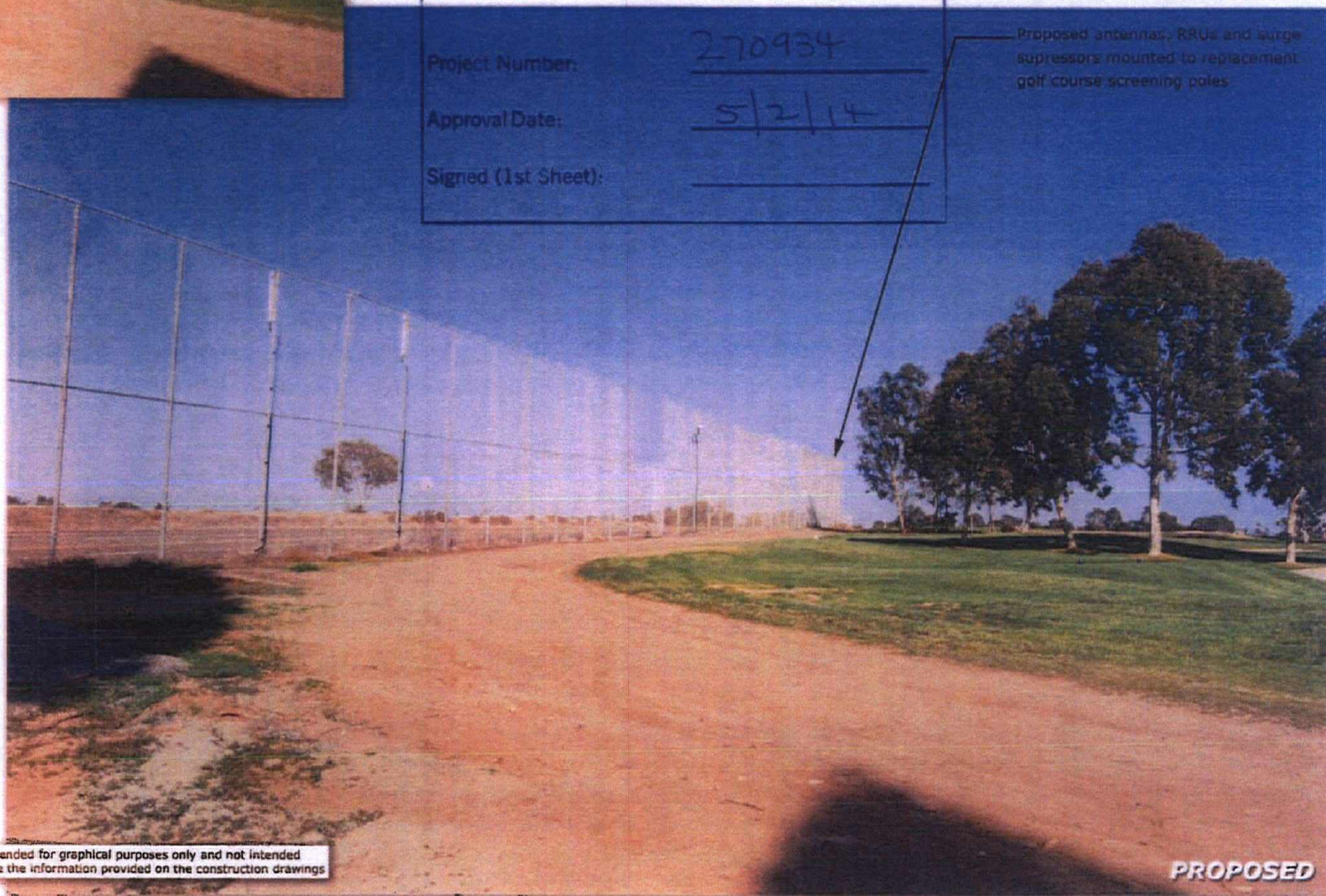
270934

Approval Date:

5/2/14

Signed (1st Sheet):

Proposed antennas, RRUs and surge
suppressors mounted to replacement
golf course screening poles



These simulations are intended for graphical purposes only and not intended
to be part of or to replace the information provided on the construction drawings

PROPOSED

10/1/2013

Photosimulation of proposed telecommunications site

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

WHEN RECORDED MAIL TO
CITY CLERK

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON JUL 23, 2014
DOCUMENT NUMBER 2014-0311127
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 2:32 PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 24002471

NEIGHBORHOOD USE PERMIT NO. 1275618
NEIGHBORHOOD DEVELOPMENT PERMIT NO. 1275619
AT&T - BALBOA PARK GOLF COURSE
PROJECT NO. 270934
DEVELOPMENT SERVICES DEPARTMENT

This NEIGHBORHOOD USE PERMIT (NUP) NO. 1275618 and NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) NO. 1275619 are granted by the Development Services Department of the City of San Diego to the CITY OF SAN DIEGO, Owner, and AT&T MOBILITY, Permittee, pursuant to San Diego Municipal Code [SDMC] sections 141.0420, 126.0201, and 126.0401. The site is located at 2101 Pershing Drive in an unzoned portion of Balboa Park. The project site is legally described as: all of Pueblo Lot No. 1137 of the Pueblo Lands, in the City of San Diego, County of San Diego, State of California, according to Map Recorder of San Diego County on November 14, 1921, as Miscellaneous Map No. 36.

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 May 2, 2014, on file in the Development Services Department.

The project shall include:

- a. Twelve (12) 8-foot antennas, twenty-four (24) remote radio units (RRUs), and twelve (12) surge suppressors, mounted on replacement fence posts, adjacent to Pershing Drive and a 250 square foot above-ground equipment enclosure. Antennas shall have the following dimensions: 96.0" by 11.9" by 7.1". RRUs have the following dimensions: 19.7" by 17" by 7.2".
- b. Landscaping (planting, irrigation and landscape related improvements);

- c. This structure is for the primary purpose of delineating the golf course and stopping errant golf balls, but may have the secondary purpose of accommodating Permittee's Operations on the Premises.
- d. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void 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 May 20, 2017.
2. This NUP and NDP and corresponding use of this site shall **expire on May 20, 2024**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit.
3. No later than ninety (90) days prior to the expiration of this permit, the Owner/Permittee may submit a new application to the City Manager for consideration with review and a decision by the appropriate decision maker at that time. Failure to submit prior to the deadline will be cause for enforcement for noncompliance, which may include penalties and fines.
4. Under no circumstances, does approval of this permit authorize the Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Use of this permit beyond the expiration date of this permit is prohibited.
5. 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.
6. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.

7. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.

8. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

9. Issuance of this Permit by the City of San Diego does not authorize the Owner/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.).

10. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

11. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

12. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/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 Owner/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.

13. The Permittee 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 Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Permittee 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, Permittee 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 Permittee 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 Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Permittee.

AIRPORT REQUIREMENTS:

14. Prior to issuance of building permits, the Owner/Permittee shall provide a valid "Determination of No Hazard to Air Navigation" issued by the Federal Aviation Administration [FAA].

ENGINEERING REQUIREMENTS:

15. The project proposes to export 150 cubic yards of material from the project site. All excavated material listed to be exported, shall be exported to a legal disposal site in accordance with the Standard Specifications for Public Works Construction (the "Green Book"), 2003 edition and Regional Supplement Amendments adopted by Regional Standards Committee.

16. The drainage system proposed for this development, as shown on the site plan, is private and subject to approval by the City Engineer.

17. Prior to the issuance of any construction permit, the Permittee shall obtain a Nonexclusive Right-of-Way Use Agreement from the City of San Diego for the proposed work in the Pershing Drive Right-of-Way.

18. Prior to the issuance of any construction permit, the Permittee shall obtain a Public Right-of-Way permit for the proposed work in the Pershing Right-of-Way.

19. Prior to the issuance of any construction permit, the Permittee shall enter into a Maintenance Agreement for the ongoing permanent BMP maintenance, satisfactory to the City Engineer.

20. Prior to the issuance of any construction permit, the 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.

21. Prior to the issuance of any construction permit the 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.

LANDSCAPE REQUIREMENTS:

22. Prior to issuance of any construction permits, the Owner/Permittee shall submit complete landscape and irrigation construction documents, consistent with the *Land Development Manual: Landscape Standards*, and the *Consultant's Guide to Park Design and Development*, 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. Work shall be satisfactory to the Golf Operations Division of the Park & Recreation Department.

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

LOCAL ENFORCEMENT AGENCY REQUIREMENTS:

24. Prior to issuance of any construction permit, the Permittee shall submit a Community Health and Safety Plan (CHSP) to the Development Services Department - Local Enforcement Agency for review and approval. This is required because the project is within 1,000 feet of the Arizona Street Landfill and is about 200 feet away from the Southern-most area of the landfill on the opposite side of Pershing Drive, and the project proposes trenching and digging.

PLANNING/DESIGN REQUIREMENTS:

25. 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.

26. Project adherence to the Migratory Bird Treaty Act (MBTA) is required. To avoid any direct and indirect impacts to any migratory birds or raptors, construction activities should occur outside of the avian nesting season of February 1st to September 15th. If the removal of habitat and/or construction activities adjacent to nesting habitat must occur during the breeding season, the project will be required to adhere to the MBTA and California Fish & Game (CFG) Code, and must conduct a pre-construction clearance survey. The Owner/Permittee shall retain a City-approved biologist to conduct a pre-construction survey to determine the presence or absence of nesting birds on and within a 500-foot buffer around the project site. The pre-construction survey must be conducted within 10 calendar days prior to the start of construction, the results of which must be submitted to the City for review and approval prior to initiating any construction activities. If nesting birds are detected by the City-approved biologist, a biological monitor should be present on-site during construction to minimize construction impacts and ensure that no nest is removed or disturbed until all young have fledged.

27. All antennas, RRUs, surge suppressors, and cables mounted on the fence posts shall be painted grey to match the fence.

28. All coaxial conduits shall be routed up through the caisson and into the fence posts to the satisfaction of the Development Services Department. Cable enclosures (referred to as "doghouses") are not permitted.
29. All facilities and related equipment shall be: maintained in good working order; free from trash, debris, graffiti; and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days of notification by the City of San Diego.
30. 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.
31. The photosimulation(s) for the proposed project shall be printed (not stapled) on the building plans. This is to ensure the construction team building the project is in compliance with approved the Exhibit "A."
32. No overhead cabling is allowed for this project.
33. Exposed mounting apparatus shall be removed and shall not remain on the fence absent antennas.
34. The Owner/Permittee shall not cause or allow the antennas located on the building to be different sizes (length, width, or height) than as shown on the stamped approved plans.
35. The WCF shall conform to Exhibit "A" (consisting of the stamped approved plans and approved photosimulations) prior to receiving final inspection approval.
36. Prior to the issuance of a construction permit, the telecommunication provider shall provide a certified cumulative radio frequency model study demonstrating compliance with the Federal Communications Commission's Radio Frequency Guidelines. All significant contributors to the ambient RF environment should be considered in the radio frequency model study.
37. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
38. The Permittee shall place appropriate signage on the WCF as required by CAL-OSHA/FCC to the satisfaction of the Development Services Department.

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed

on this permit are fully completed and all required ministerial permits have been issued and received final inspection.

- A "Telecom Planning Inspection" will be required prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans, exhibits, and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at 619-446-5349 to schedule an inspection of the completed WCF. Please request the telecom inspection at least five working days ahead of the requested Final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Development Services Department of the City of San Diego on May 2, 2014 and CM-6411.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT



Alex Hempton, AICP
Development Project Manager

**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**

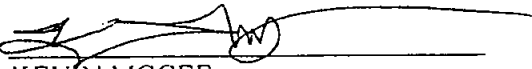
Owner

By 

KRISTIN GEITZ
INTERIM DIRECTOR

AT&T MOBILITY

Permittee

By 

KEVIN MCGEE
NETWORK MANAGER

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On JUL 15, 2014 before me, Stacie L. Maxwell, Notary Public

personally appeared ----- ALEX 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.

Signature: [Signature]

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: AT&T Balboa Park Golf Course - PTS 270934

Document Date: May 2, 2014 Number of Pages: #8

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

San Diego

On

7/10/14

Date

before me,

Krystal D Cavataio-McHugh, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Kevin McGee

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: Krystal D Cavataio-McHugh

Signature of Notary Public

Place Notary Seal and/or Stamp 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: _____

Document Date: _____ 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

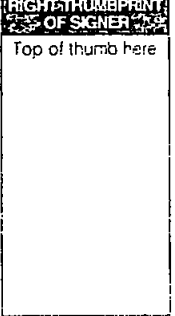
☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

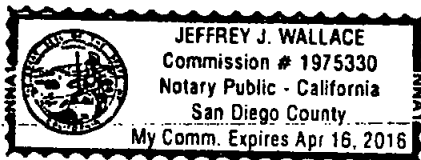
CIVIL CODE § 1189

State of California

County of San Diego

On 7/17/2014 before me, Jeffrey J. Wallace, Notary Public

personally appeared Kristin Geitz, Interim Director



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: Jeffrey J. Wallace

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: Neighborhood Use Permit No. 1275018

Document Date: _____ 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

**DEVELOPMENT SERVICES RESOLUTION NO. CM-6411
NEIGHBORHOOD USE PERMIT NO. 1275618
NEIGHBORHOOD DEVELOPMENT PERMIT NO. 1275619
AT&T – BALBOA PARK GOLF COURSE
PROJECT NO. 270934**

WHEREAS, THE CITY OF SAN DIEGO, Owner, and AT&T MOBILITY, 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. 1275618 and 1275619);

WHEREAS, the project site is located at 2101 Pershing Drive in an unzoned portion of Balboa Park;

WHEREAS, the project site is legally described as all of Pueblo Lot No. 1137 of the Pueblo Lands, in the City of San Diego, County of San Diego, State of California, according to Map Recorder of San Diego County on November 14, 1921, as Miscellaneous Map No. 36;

WHEREAS, on May 2, 2014, the Development Services Department of the City of San Diego considered Neighborhood Use Permit No. 1275618 and Neighborhood Development Permit No. 1275619 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on February 18, 2014, 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) and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code Section 112.0520;

BE IT RESOLVED by the DEVELOPMENT SERVICES DEPARTMENT of the City of San Diego as follows:

That the DEVELOPMENT SERVICES DEPARTMENT adopts the following written Findings, dated May 2, 2014.

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. This project proposes to locate panel antennas on replacement poles which are part of an existing fence surrounding Balboa Park Golf Course, adjacent to Pershing Drive. The antennas will be painted to match the fence. Equipment associated with the facility is located in an above-ground enclosure concealed by an existing grove of trees. This design allows the WCF to utilize an

existing vertical structure to mount the antennas and conceals the equipment within a grove of existing trees. 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 project consists of panel antennas, remote radio units (RRUs), and surge suppressors, mounted to replacement fence posts which are part of an existing golf course fence. Equipment associated with the antennas is proposed to be located in an above-ground equipment enclosure within an existing grove of trees on the golf course. The project is located at 2101 Pershing Drive in an unzoned portion of Balboa Park.

The project was determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

Additionally, 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) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." A condition has been added to the permit to require a Radio Frequency Electromagnetic Fields Exposure Report demonstrating that the proposed project would be consistent with the FCC's regulations for wireless facilities. Therefore, the project would not result in any significant health or safety risks to the surrounding area within matters of the City's jurisdiction. In conclusion, the proposed project will not be detrimental to the public health, safety and welfare.

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

The project complies with the applicable development regulations of the Land Development Code (LDC) and the City of San Diego Wireless Communication Facility (WCF) Regulations (LDC Section 141.0420). WCFs are permitted in dedicated parkland with a Neighborhood Use Permit (NUP), Process 2, when the antennas are located more than 100 ft. from the property line of a day care, elementary school, middle school, or residential use. In addition, WCFs proposing above-ground equipment in a park are permitted with a Neighborhood Development Permit (NDP), Process 2, when the placement of the equipment would not violate City Charter Section 55. This WCF is located in Balboa Park and the antennas are located more than 100 feet from the property line of a day care, elementary school, middle school, or residential use. In addition, the equipment enclosure is located above-ground. City Charter Section 55 identifies that land dedicated for park and recreation uses only be utilized for such uses. The City has interpreted this to mean that WCFs are permitted in parks when they do not preclude park and recreation uses from occurring. The placement of the WCF's equipment and antennas does not preclude park and recreation

activities and uses from occurring and therefore does not violate Charter Section 55. As identified, this project is permitted with the processing of a Process 2 NDP and NUP.

The WCF Design Requirements, LDC Section 141.0420(g) identifies that the applicant shall use all reasonable means to minimize the visibility of WCFs by utilizing architecture, landscape, and siting techniques. In this case, the equipment is located in an existing grove of trees, largely concealing it from view. The antennas associated with the WCF are located on replacement poles that are part of an existing fence delineating the Balboa Park Golf Course. The antennas will be mounted to the poles, thus appearing to be part of an existing vertical element. The design of the WCF will allow it to blend in with the park surroundings, providing coverage to park users in a way that is visually compatible and respectful of the neighborhood context.

Based on the design of this project and the required permit, this project complies with the applicable regulations of the LDC.

Neighborhood Development Permit - Section 126.0404

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. This project proposes to locate panel antennas on replacement poles which are part of an existing fence surrounding Balboa Park Golf Course, adjacent to Pershing Drive. The antennas will be painted to match the fence. Equipment associated with the facility is located in an above-ground enclosure concealed by an existing grove of trees. This design allows the WCF to utilize an existing vertical structure to mount the antennas and conceals the equipment within a grove of existing trees. 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 project consists of panel antennas, remote radio units (RRUs), and surge suppressors, mounted to replacement fence posts which are part of an existing golf course fence. Equipment associated with the antennas is proposed to be located in an above-ground equipment enclosure within an existing grove of trees on the golf course. The project is located at 2101 Pershing Drive in an unzoned portion of Balboa Park.

The project was determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

Additionally, 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) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." A condition has been added to the permit to require a Radio Frequency Electromagnetic Fields Exposure Report demonstrating that the proposed project would be consistent with the FCC's regulations for wireless facilities. Therefore, the project would not result in any significant health or safety risks to the surrounding area within matters of the City's jurisdiction. In conclusion, the proposed project will not be detrimental to the public health, safety and welfare.

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

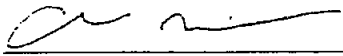
The project complies with the applicable development regulations of the Land Development Code (LDC) and the City of San Diego Wireless Communication Facility (WCF) Regulations (LDC Section 141.0420). WCFs are permitted in dedicated parkland with a Neighborhood Use Permit (NUP), Process 2, when the antennas are located more than 100 ft. from the property line of a day care, elementary school, middle school, or residential use. In addition, WCFs proposing above-ground equipment in a park are permitted with a Neighborhood Development Permit (NDP), Process 2, when the placement of the equipment would not violate City Charter Section 55. This WCF is located in Balboa Park and the antennas are located more than 100 feet from the property line of a day care, elementary school, middle school, or residential use. In addition, the equipment enclosure is located above-ground. City Charter Section 55 identifies that land dedicated for park and recreation uses only be utilized for such uses. The City has interpreted this to mean that WCFs are permitted in parks when they do not preclude park and recreation uses from occurring. The placement of the WCF's equipment and antennas does not preclude park and recreation activities and uses from occurring and therefore does not violate Charter Section 55. As identified, this project is permitted with the processing of a Process 2 NDP and NUP.

The WCF Design Requirements, LDC Section 141.0420(g) identifies that the applicant shall use all reasonable means to minimize the visibility of WCFs by utilizing architecture, landscape, and siting techniques. In this case, the equipment is located in an existing grove of trees, largely concealing it from view. The antennas associated with the WCF are located on replacement poles that are part of an existing fence delineating the Balboa Park Golf Course. The antennas will be mounted to the poles, thus appearing to be part of an existing vertical element. The design of the WCF will allow it to blend in with the park surroundings, providing coverage to park users in a way that is visually compatible and respectful of the neighborhood context.

Based on the design of this project and the required permit, this project complies with the applicable regulations of the LDC.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the DEVELOPMENT SERVICES DEPARTMENT, NEIGHBORHOOD DEVELOPMENT PERMIT NO. 1275619 and NEIGHBORHOOD USE PERMIT NO. 1275618 are hereby GRANTED by the DEVELOPMENT SERVICES DEPARTMENT to the referenced Owner/Permittee, in the form, exhibits.

terms and conditions as set forth in Permit Nos. 1275618 and 1275619, a copy of which is attached hereto and made a part hereof.



Alex Hempton, AICP
Development Project Manager
Development Services

Adopted on: May 2, 2014

Internal Order No. 24002471

Memorandum of Lease Form

**Recording Requested By and
When Recorded Return To:**

New Cingular Wireless PCS, LLC
575 Morosgo Drive NE
13F, West Tower
Atlanta, GA

APN# 534-450-08
Site # SD0735

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of 6-1, 2015 (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 NEW CINGULAR WIRELESS, LLC, a Delaware limited liability company ("LESSEE"), with an office at 7337 Trade Street, Third Floor, San Diego, CA 92121, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") dated 6-1-15, 2015, 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 Ten (10) years and commenced on _____, 2015.
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:

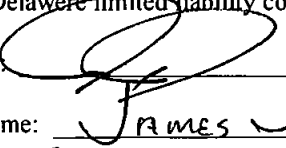
CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: _____

By:  _____

Name: _____

Name: JAMES JANSMA

Title: _____

Title: DIRECTOR C&E

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

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On 4/17/15 before me, M.N.Herrera, Notary Public
(insert name and title of the officer)

personally appeared James Jansma
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  (Seal)



Exhibit D

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/lessces/users operating at the facility.

DATE: 04/09/2015
LOCATION: SAN DIEGO
APPLICANT: NEW CINGULAR WIRELESS, LLC

CALL SIGN _____ CONTACT NAME _____

PHONE _____

TRANSMITTER

RECEIVER

Manufacturer: Ericsson

Manufacturer: Ericsson

Model: RRUS-11/RRUS 12

Model: RRUS-11/RRU 12

Emission: 60W

Radiated ERP: 500 Watts

<u>Transmit Frequency</u>	<u>Receiver Frequency</u>	<u>CTCSS or DCS</u>
1. 734-746	1.704-716	1.
2. 1975-1980	2.1895-1900	2.
3. 869.6-879.6	3.824.6-834.6	3.
4. 1945-1950	4.1865-1870	4.
5. 2130-2140	5.1730-1740	5.

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make: Commscope Make _____

Make _____

Model/Type: SBNHH-1D6565C

Gain: 11.4 dBd

Azimuth: 120,250,330

REMARKS: NONE

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 E

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 F

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)-638-2822**.

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 G
Park Maintenance Standards – Effective July 1, 2012

Park Maintenance Task	Standard of Care (90% of Time)
1. Maintain Turf	
a. Mowing	Weekly
b. Edging	Weekly
c. Sweeping	Weekly (Flexible)
d. Fertilization	None
e. Aerification	Six Times Annually
f. Renovation/Restoration	As-Needed
2. Pick-up Trash	Pick up trash daily by 10:00 a.m., plus additional pick-ups in high-use areas or during special events.
3. Maintain Planters/Shrub and Flower Beds/Groundcover	
a. Edging	Weekly
b. Mulching, Replacing Plants, Hedging	Semi-Annually
c. Pruning	As-Needed
4. Maintain Trees and Park Forest System	Respond to safety hazards within two working days. Respond to non-safety related issues within 20 working days.
a. Fertilizing	Semi-Annually
b. Planting, Trimming, Pruning, Skirting, Removing	As-Needed
5. Maintain Hardscape – Sweeping	Weekly
6. Control Pests	
a. Landscape Plant Pests	For landscape pests, respond within 14 working days of service request received by Citywide Pesticide Crew
b. Animal Pests	As Needed
7. Remove Graffiti	Removal within 2 working days
8. Repair Irrigation	Fix within 7 working days of service request received by Citywide Irrigation Crew
9. Conduct Playground Inspection and Repair	Inspect all play equipment daily in the morning
a. Identify safety hazards	Lock off hazardous play equipment upon identification of hazard
b. Respond to safety hazards – emergency	Respond immediately
c. Respond to potential safety hazards – non-emergency	Respond to potential safety hazards within two days.

d. Respond to non-safety related issues	Respond to non-safety related issues within 14 working days.
10. Maintain Ballfields and Infields	As-Needed
11. Provide Indoor and Outdoor Activity Support	As-Needed
12. Perform Routine Preventative Equipment and Tool Maintenance	Weekly
13. Repair Small/Minor Equipment	Fix within 14 working days of service request received by Citywide Maintenance Repair Facility Mechanics
14. Install, Inspect, Clean and Repair Site Furnishings	Daily
15. Perform Custodial/Maintenance Activities	Daily
16. Clean Outdoor Restrooms	
a. Balboa Park	Clean all outdoor restrooms by 10:00 a.m.
b. Community/Neighborhood Parks	Clean all outdoor restrooms by 10:00 a.m.
c. Mission Bay Park	Clean all outdoor restrooms by 10:00 a.m.
d. Pools	Clean restrooms and locker rooms twice a day, once before opening and again during the day
17. Conduct Site Safety Checks	Daily
18. Respond in the Event of an Emergency	As-Needed
19. Serve our Customers	As-Needed
20. Train Staff	As mandated by regulatory agencies
21. Perform Weed Abatement	As Needed
22. Maintain Aquatic Features (fountains and pools)	
a. Fountains	Test fountains daily to ensure water quality meets County Department of Health standards
b. Pools	Test pools hourly during operational hours to ensure water quality meets County Department of Health standards

The proposed Urban Runoff Management Plan would require additional park maintenance activities, such as:

Storm drain inspection:

- o Inspect the storm drain system before and after rainy season - January 31 and September 30
- o Ensure Special Event permittee has left the area clean and there was no evidence of any pollutant discharge for each special event (75 people or more) staff supervisor must sign off on permit regarding the inspection

Storm drains (catch basins) must be inspected and cleaned at least twice annually if needed

Parking lots must be swept to pollutant free at least once annually (or by each inspection date if needed)

Storm water general refresher training (sponsored by Storm Water Division) and activity-specific training (tailgates by Department supervisors) is required annually Storm water will conduct random e-tests to measure general knowledge of staff

All permittees and contractors will be issued General Development Plans (maps of the areas they are permitting/working) with storm drains indicated, as well as the relevant Department BMP's and good housekeeping procedures

The Department has a 90% threshold for each of these park maintenance standards due to issues such as inclement weather, staff shortages, and emergencies.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 8A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: AT&T Mobility LLC

Contact Name: Kevin Becker

Company Address: 7337 Trade Street, 3East, Room 3684

Contact Phone: 858-717-7908

Contact Email: kb019n@att.com

CONTRACT INFORMATION

Contract Title: City of San Diego Telecommunications Lease

Start Date: 6-1-15

Contract Number (if no number, state location): Balboa Park

End Date: 5-31-25

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 San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

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

NOTE: Full text of the EBO and its Rules are posted at www.sandiego.gov/purchasing/programs/equalbenefits.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

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

- ☒ Provides equal benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.
- ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

James Jansma, Director-Const & Eng.

Name/Title of Signatory

Signature

4/23/15

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: 5/1/2015 EBO Analyst: [Signature] Approved ☒ Not Approved - Reason: