



THE CITY OF SAN DIEGO

May 15, 2001

Files: Property File - S587 FS
Permit File - Cingular Wireless LLC
Ocean View Fire Station #19
3434 Ocean View Blvd.
San Diego, CA
Job - 223125 -001

Cingular Wireless
6170 Cornerstone Court, Suite 180
San Diego, CA 92121

Attention: Mr. Charles Vranek

Reference: Right of Entry Permit - Cingular Wireless LLC-Ocean View Fire Station #19

The City of San Diego ("City") hereby grants permission to Cingular Wireless LLC ("Permittee") to enter upon the above-referenced City-owned property ("Permit Area"), as delineated on the attached Exhibit "A," Description of City Parcel, herein after called the "Parcel", to install, construct, maintain and operate its communications equipment in or on that portion of the Parcel described in Exhibit C, Description of Permit Area, hereinafter referred to as "Permit Area," upon the following terms and conditions:



1. This Permit is granted with the understanding and condition that Permittee's use of the Permit Area shall not interfere, in any way, with pre-existing users located in or around the Permit Area. City will require any subsequent non-City users not interfere with Permittee's use. If the City determines the condition of the Permit Area is unsatisfactory or if City believes that continued use of this Permit would expose City to undue risks of liability, City may, without penalty or liability, immediately terminate this Permit.
2. Permittee's use of the Permit Area shall be limited to the placement of a PCS Communication Antenna Facility at the Permit Area. The location and placement of the Antenna Facility are more specifically described in the site plans marked as Exhibit "C" attached hereto and incorporated herein by this reference. The City reserves the right to use the remainder of the parcel as it deems fit. In the event the City's use or future use of the remainder of the parcel will involve the placing of a structure on the parcel which will interfere with Permittee's operations, City will provide Permittee ninety (90) days prior written notice of such intended use. The City will then determine an appropriate relocation as set forth in section 21 herein.



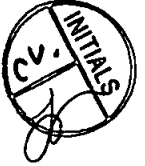
Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706



May 15, 2001

3. Consideration to City for granting this Permit shall be a \$360 non-refundable one-time processing fee and a One Thousand Four Hundred Dollar (\$1,400) monthly Permit fee commencing on the Commencement Date, as described in Item 4 below. Permit fees are payable at the office of the City Treasurer PO Box 122289 San Diego CA 92112-4165 on or before the first day of each month. The first and last month's Permit fees will be prorated as necessary to achieve payment on the first of the month. Payments postmarked or paid in person after the first of the month will be subject to a 5 percent late charge if 1 to 15 days past due, and to an additional 5 percent late charge if 16 or more days past due. In no event shall the late charge be less than \$25.



Permittee agrees that it will not modify, replace, add or remove equipment without the prior written authorization from City Real Estate Assets Department, which such approval shall not be unreasonably withheld. Permittee understands and agrees that modification of existing equipment or installation of new equipment or installation which alters or enhances original permitted use will result in a fair market increase to permit fee.



4. This Permit shall be in effect on the first day of the calendar month following execution by City (Commencement Date) and shall in no event exceed a total period of three years.
5. Beginning with the second year of this Permit and continuing each year thereafter, the permit fee will be increased annually on the Commencement Date defined in item four (4) of this permit. The monthly increase shall be 5% (Five percent) of the preceding year's monthly permit fee.
6. Permittee certifies that a policy of public liability and property damage insurance, in which the City is named as additional insured, has been secured in an amount of not less than \$1,000,000.00 (One Million Dollars) combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this Permit. This policy shall cover the subject Permit Area as well as any secured or unsecured access routes to Permit Area. All insurance companies must be satisfactory to City and licensed to do business in California. A certificate shall be filed with the City Real Estate Assets Department upon execution of this Permit. Permittee shall keep a current certificate on file with the City Real Estate Assets Department at all times.
7. Permittee shall defend, indemnify, protect, and hold the City, its agents, officers, 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 Permittee's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the Permit Area or the work and operations to be performed by

Permittee, its employees, invitees, guests or agents under this agreement, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees.

8. Permittee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permittee's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
9. All risks in connection with Permittee's use of the Permit Area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee to the extent attributable to Permittee's use. Upon 30 days written notice, Permittee shall at its expense, repair any damage occurring during construction and/or installation and/or during operations of the Permit Area.
10. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
11. This Permit is revocable at any time on ninety (90) days prior written notice by either party, except in the case of a breach of the terms of this Permit, where as, this Permit shall be subject to immediate termination. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this Permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this Permit.
12. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area. Each radio or electronic transmitter covered by this Permit shall be operated by the holder of a current and valid Federal Communications Commission (FCC) license or Interdepartmental Radio Advisory Committee (IRAC) authorization applicable thereto. A legible copy of each applicable license or authorization shall at all times be posted on the cabinet or rack of each transmitter being operated. Each such copy shall indicate each person or entity authorized under the license of authorization to operate the transmitter.
13. Upon expiration or earlier termination of this Permit at the direction of City, Permittee shall at its sole cost remove all materials and repair and/or restore the

Permit Area to its original condition, including any hazardous or toxic waste remediation, to the satisfaction of the City Manager.

14. Permittee shall not sublease or assign any rights granted by this Permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment will not be unreasonably withheld. Any assignment by operation of law shall automatically terminate this Permit.
15. No signs shall be displayed on the Permit Area without the prior written consent of the City Manager.
16. Maintenance of the Permit Area shall be the sole responsibility of Permittee during the entire term of this Permit.
17. Permittee shall order, obtain, and pay for all utilities, service and installation charges in connection with the development and operation of the Permit Area.
18. City and its agents may enter the Permit Area at any and all reasonable times to inspect the same, to maintain any service provided by City to Permittee hereunder, to make such repairs, alterations, additions and improvements which City shall consider necessary for the protection, improvement or preservation of Permit Area or as may be required by this Permit or by law, and otherwise to protect any and all rights of the City. During the course of any permitted entry to the Permit Area, City will not alter, tamper with, adjust, move, or otherwise affect the equipment or the operation thereof without prior notice to Permittee, except in the event of an emergency.
19. City shall not be liable for the following: (i) any loss or damage to the property of Permittee or of others in or on the Permit Area itself, by theft or otherwise, (ii) any injury or damage to persons within the Permit Area resulting from fire, explosion, falling debris, gas, electricity, water, rain, or leaks from any part of Permit Area or from the pipes, or from the roof of the Permit Area, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by other Permittees or any person(s) either in the Permit Area or elsewhere in the Permit Area, or by occupants adjacent to the Permit Area, or by the public or by construction of any private, public or quasi-public work, or (iv) any latent defect in construction of the Permit Area structure.
20. Any holding over after the expiration of the term of Permit with the consent of the City shall not be considered a renewal of this Permit, shall be at the sole discretion of the City, and is revocable with 30 days written notice from either party, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

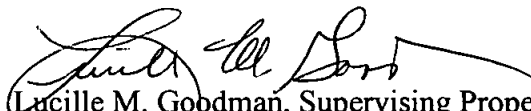


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21. City reserves the right to reassign Permittee an equivalent amount of space in a different location when and if the Permit Area has been upgraded and reconfigured. Permittee agrees to cooperate fully with CITY and its contractors during any renovation, repair, or other alteration of the Permit Area. Permittee acknowledges that the City may require its antenna(s) to be relocated as a result of the renovation, repair, or other alteration of the Permit Area. City warrants that every effort will be made to ensure continuous, uninterrupted broadcast/receiving capability during any conversion.
22. Permittee shall abide by the terms of the "On-Air Compatibility Tests" as outlined in Exhibit B attached hereto and by reference made part of this Permit. Permittee shall notify the Information Technology and Communications Department of the City of San Diego of any changes in licensed frequencies to be used at the Permit Area.
23. For administrative purposes, any activity covered by this Permit which requires permission or consent of City shall be referred to the Real Estate Assets Department of the City of San Diego for handling by the appropriate parties.
24. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.
25. Permittee's obligations under Paragraphs 7, 9, and 13 shall survive termination of this Permit.
26. This activity has been reviewed with the California Environmental Quality Act (CEQA) and has been determined to be exempt per Section 15303.

If you should require additional information or have any questions, please call Jim Anthony, Property Agent, at (619) 533-6509.

Very truly yours,


Lucille M. Goodman, Supervising Property Agent
Real Estate Assets Department 8-28-01

LMG/CRH/csn-j

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Cingular Wireless LLC,. @ Ocean View FS #19

May 15, 2001

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS ____ DAY OF ____, 2001.

CINGULAR WIRELESS LLC, A DELAWARE LIMITED
LIABILITY COMPANY, on behalf of PACIFIC BELL
WIRELESS, LLC, A NEVADA LIMITED LIABILITY
COMPANY, d/b/a CINGULAR WIRELESS

Date 5/23/01

By Charles J. Vranek

Printed Name CHARLES J. VRANEK

Title VP Special Projects / RE.

FIRE DEPARTMENT

Date 7/25/01

By Wm Middleton

DEVELOPMENT SERVICES DEPARTMENT

Date 6/19/01

By Kalynch-Ashcraft

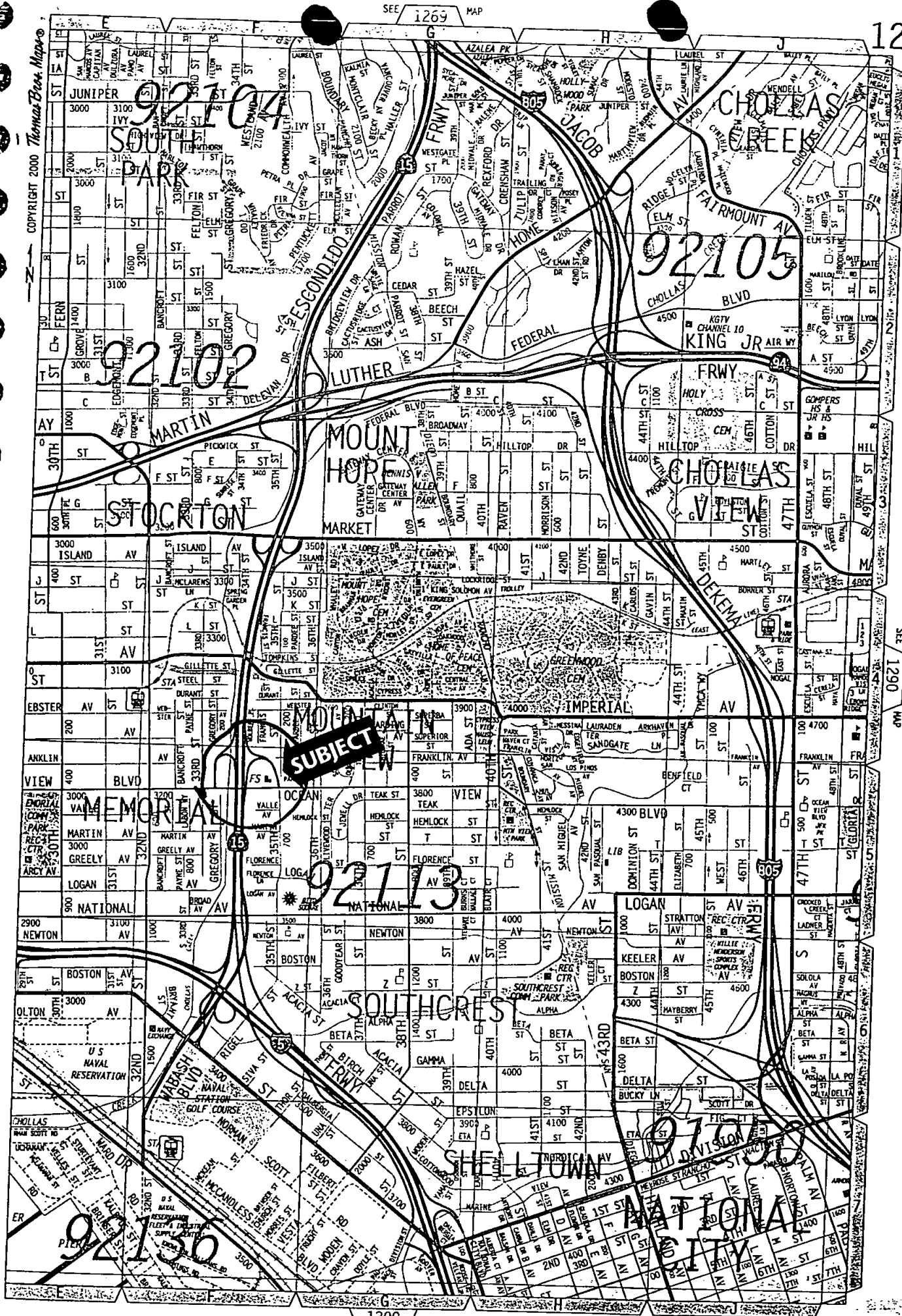
Date 6/19/01

By Kenneth Teasley

APPROVED as to form and legality this 31st day of August, 2001.

CASEY GWINN, City Attorney

By Lucella Dwyer
Deputy City Attorney



1-10

CHANGES

[illegible]

MAP 1471- TURNBULLS SUB.

EXHIBIT B

CITY OF SAN DIEGO LAND USE "ON THE AIR" TEST INSTRUCTIONS AND PROCEDURES

1. Explanation

Prior to City's approval of an application for a new radio-electronic use authorization or modification of an existing authorization, pre-installation or pre-use tests will be required. Such tests will determine whether or not radio frequency interference or degraded performance will result to the existing authorized radio electronic type uses at the facility.

Should the interference problems result, it will be the responsibility of the user implementing the new installation to initiate mutually agreeable actions of the parties involved to settle the problem among themselves.

Permittee/Lesseees may recognize the right of prior authorizes and withhold approval of a radio-electronic authorization application or authorization modification pending settlement of interference problems between the applicant and other users.

2. Pre-installation or pre-use Testing

A. It will be the responsibility of the applicant to make the complete arrangements and conduct all tests in a technically sound manner.

(1) A listing of all radio-electronic land use Permittee/Lesseees operating at the facility will be obtained from the City.

B. It will be the responsibility of the applicant to notify all radio-electronic Permittee/Lesseees at the facility of the tests and details thereof, at least 14 days in advance of the tests.

(1) The notification shall be in the form of letter to each listed Permittee/Lessee giving a technical summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the Permittee/Lesseees 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.

(2) 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 so noted in the notification letter.

(3) Notification to Permittee/Lesseees shall be sent via U.S. Mail or hand delivered.

SM
cingular
WIRELESS

6170 CORNERSTONE CT. SUITE 180
SAN DIEGO, CA 92121

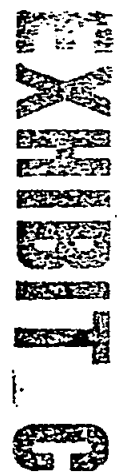
at SEAL

3434 OCEAN VIEW
BOULEVARD
SAN DIEGO, CA 92113

SITE PLAN

DATE DRAWN:	DRAWN BY:	CHECKED BY:
03.12.01	ES	JEH

A-1 **3**



SITE PLAN

TITLE

		SCALE:	1
		1/8" = 1'	

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY IN NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CINGULAR WIRELESS IS STRICTLY PROHIBITED.

REVISIONS

REV	DATE	DESCRIPTION	BY
0	03/13/01	ISSUE	ES
1	03/21/01	ISSUE	ES
2	03/26/01	REVISED ISSUE	ES
3	03/28/01	REVISED ISSUE	ES
4			
5			
6			
7			

SN
cingular
 WIRELESS
 6170 CORNERSTONE CT., SUITE 100
 SAN DIEGO, CA 92121

MSA ASSOCIATES

Architecture, Planning & Site Development
 2062 Business Ctr. Dr. #150
 Irvine, Ca. 92612
 ph/ 949.251.1177
 fax/ 949.251.1120
 6920 Miramar Rd., #202
 San Diego, Ca. 92121
 ph/ 858.530.0578
 fax/ 858.530.1467

AGE SCALE

SD-496-02
 FIRE STATION #19

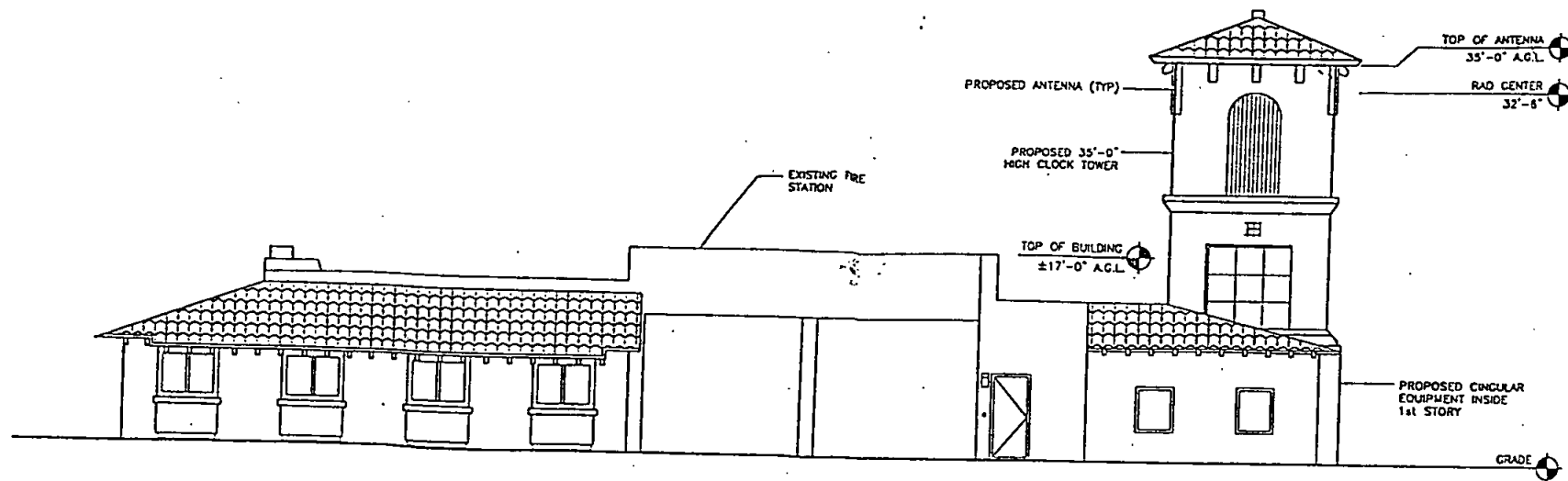
3434 OCEAN VIEW
 BOULEVARD
 SAN DIEGO, CA 92113

ELEVATIONS

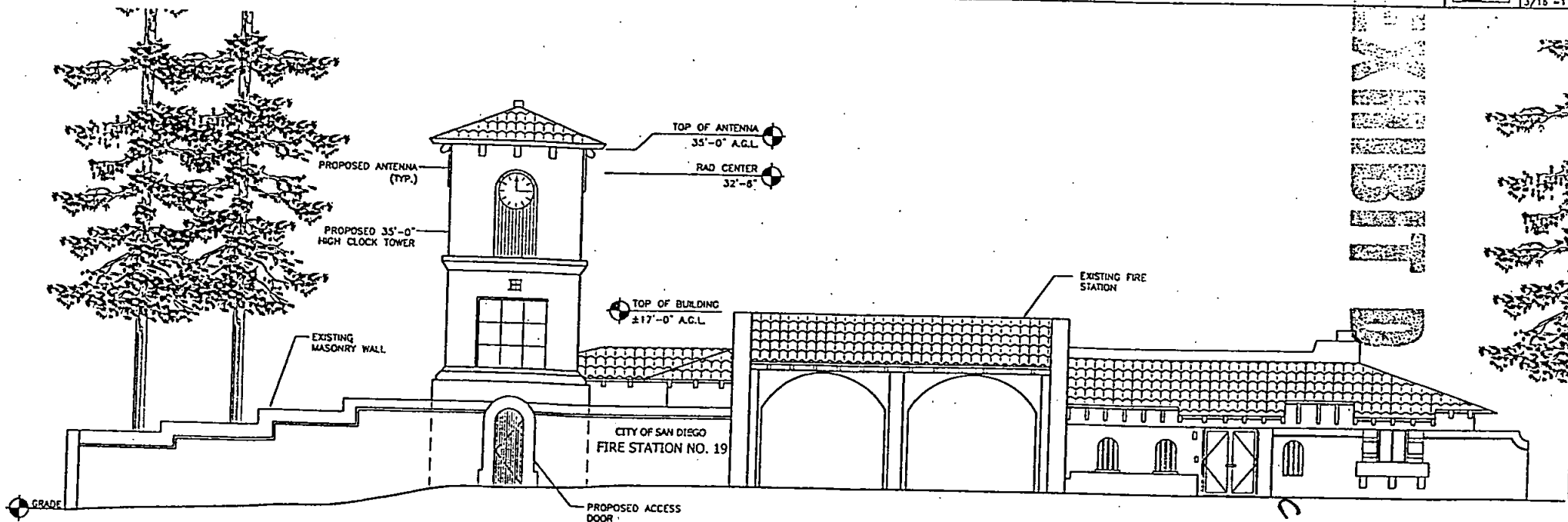
DATE DRAWN 03/12/01
 DRAWN BY ES
 CHECKED BY JEN

A-3

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NORTH ELEVATION



SOUTH ELEVATION