



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

SPRINT PCS ASSETS, L.L.C.

At

**Skyline Police Sub-Station
7222 Skyline Drive
(SD34XC523)**

**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 SPRINT PCS ASSETS, L.L.C 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 **Skyline Police Sub-Station**, located at **7222 Skyline Drive** in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. CITY and LESSEE's were parties to that certain Master Flat Rate Lease dated January 5, 2007 whereby CITY leased to LESSEE a portion of the Site (defined below in Section A) which expired January 31, 2017. LESSEE has remained on the Site and is currently in "holdover" status. The Improvements, if any, installed or constructed during the term of the original lease will remain owned by the LESSEE during the Term of this Lease.

C. LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to operate and maintain a wireless communications facility on a 269 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").

D. LESSEE and the CITY desire to establish their respective rights and responsibilities for LESSEE'S operation of a 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 equipment approved on the Site Plans, attached hereto as Exhibit B, which includes but may not be limited to antenna support structure, which includes but is not limited to antenna equipment, remote radio heads, microwaves, filters, combiners, transmitters, cable trays, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources, and related fixtures, all as more particularly described in Exhibit B. Communications Equipment does not include, nor does it authorize, placement of

equipment, structures, or other installations that have not been approved as part of the development or building permit process.

- 1.2. "Hazardous Substances" -those hazardous substance listed by the Environmental Protection Agency ("EPA") in regularly released reports, and any other substances incorporated into the State of California's list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "CITY Contact" means the CITY'S Area Manager or designee. For purposes of this Lease, the CITY Contact is currently, Berenice Garica, who can be contacted at (858) 552-1613.

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. YR
- 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.

- 3.1. 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").
- 3.2. Primary Purpose of Premises. The primary purpose of the Premises is a Police sub-station. This primary purpose may not be interfered with and is superior to any rights conveyed under this Lease. For the term of the Lease, the Site shall have the secondary purpose of accommodating LESSEE's Operations at the Site. YR
 - 3.2.1. Notwithstanding the CITY is leasing the Site to LESSEE, and has identified LESSEE's Operations, provided LESSEE's Operations are conducted as described in the Lease and Site Plans, to be an allowed use at the Premises, in the event a lawsuit is filed against CITY or LESSEE, the purpose of which is to prevent or prohibit LESSEE's use of the Site, or if a subsequent change in applicable law prohibits LESSEE's Operations at the Site, either Party shall have the right to terminate this Agreement on sixty 60 days' notice to the other Party, without any further liability.
- 3.3. Continuous Use. LESSEE shall continuously occupy and use the Site throughout the "Term" (defined below) of this Lease.

- 3.4. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease.
- 3.5. Other Uses. LESSEE shall not operate the Communications Equipment or use the Site for other related or incidental activities of any kind without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. Communications Equipment installed at site shall not interfere with the operation of the , or cause visual impairment or distraction.
- 3.6. No Nuisance. LESSEE shall not use the Site in any manner which creates a nuisance, as defined in California Civil Code section 3479 (or any amendment thereto or renumbering thereof).

4. TERM.

The term of this Lease ("Term") shall be five (5) 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. LESSEE shall have the right to extend the current Term with one additional term of five (5) years. ("Renewal Term") upon LESSEE notifying CITY in writing of LESSEE'S exercise of its right to renew this Agreement at least 30 days prior to the expiration of the initial Term upon the same terms and conditions herewith.

- 4.1. Holdover. Any holding over by LESSEE (PERMITTEE) after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective.
- 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 \$41,527.00 (Forty-One Thousand, Five hundred Twenty-Seven 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	\$42,980.45
Lease Year Three	\$44,484.77
Lease Year Four	\$46,041.74
Lease Year Five	\$47,653.20
Option to Renew:	
Lease Year Six	\$49,321.06
Lease Year Seven	\$51,047.30
Lease Year Eight	\$52,833.96
Lease Year Nine	\$54,683.15
Lease Year Ten	\$56,597.06

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. If this Lease is terminated at a time other than on the last day of a Lease Year for any reason other than a default by LESSEE, Rent will be prorated as of the date of termination and all prepaid Rent will be refunded to LESSEE within sixty (60) days of such termination

- 5.1. 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.

- 5.2. 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.

- 5.3. Delinquent Rent. If LESSEE fails to pay rent when due, LESSEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If the rent is still unpaid 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.
- 5.4. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the 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 within the city of San Diego 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. If CITY cannot resolve or cure LESSEE's use and/or quiet possession within six (6) months, then LESSEE may, as its sole remedy, elect to terminate the Lease without any further obligations to the CITY, except those which expressly survive the termination of the Lease under the terms and conditions of the Lease.

7. INSURANCE.

LESSEE shall not begin any work on the Project until it has: (a) provided to the CITY, insurance certificates reflecting evidence of all insurance required below; and (b) confirmed that all policies contain the specific provisions required below. LESSEE's liabilities, including but not limited to LESSEE's indemnity obligations, under this Permit, 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 Permit 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.

- 7.1 Types of Insurance. At all times during the term of this Permit, 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 LESSEE's insurable property related to the Project or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY Contact.
- d. Workers' Compensation. For all of the LESSEE's employees who are subject to this Permit 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 commercially reasonable.

7.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies

with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California. 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 the Project, CITY, at its reasonable discretion, may renegotiate amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice.
- 7.5 Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Project. 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 the CITY before any work is initiated under this Permit.
 - a. 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 include as an 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 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 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.

7.6.1

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 include as an 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 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.

7.6.2 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 the 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 the 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 and attached as Exhibit B. 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 Communications Equipment) without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. This includes modifications that are considered "eligible facilities" under Section 6409 of the Middle Class Tax Relief and Job Creation Act ("Section 6409"). LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY'S prior written consent. CITY shall not be obligated by Lease to make, or assume any expense for, any improvements or alterations.

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. The Landscaping shall be maintained in accordance to CITY'S landscape standards, attached hereto 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 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 existing at such time; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibits D and E attached hereto. 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 having jurisdiction over LESSEE'S Operations.

- 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 this 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. Without in anyway limiting this Section of the Agreement, LESSEE agrees to operate the Site in accordance with any and all applicable rules and regulations of the Federal Communications Commission's ("FCC") radio frequency ("RF") exposure guidelines. Should the FCC determine LESSEE'S operation of the Site exceeds the permitted levels of RF energy, and should LESSEE fail to cure the conditions of noncompliance within the time frame contained in the notice of noncompliance by the FCC, CITY may pursue an enforcement action against LESSEE with the FCC, as well any other remedy available to CITY at law or in equity.
- 12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender expression, gender identity, 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

12.4 Equal Pay Ordinance. Unless an exception applies, LESSEE shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. LESSEE shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.

12.4.1. LESSEE and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the Premises to the same extent as it would apply to LESSEE. LESSEE shall require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.

12.4.2. Notice Requirement. LESSEE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

13. WATER QUALITY ASSURANCES.

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

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

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

14. TELECOMMUNICATIONS PROVISIONS.

14.1. Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of Title 47 of the Code of Federal Regulations. Any area within one thousand (1,000) feet of any RF transmitting antenna located within the Site and 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 area of the Site discovered by LESSEE to exceed such federally mandated limits. LESSEE shall not hold CITY responsible for its radiation levels found to exceed such limits. LESSEE shall indemnify, defend and hold the CITY harmless for any liabilities, fines, or other penalties claimed or imposed against the CITY that result from the existence of levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by LESSEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities,

finer, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. 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/oet/rfsafety>.

14.2. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D attached hereto, 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 Federal Communications Commission ("FCC"). In addition to the requirements, LESSEE shall comply with the following supplemental requirements:

14.3.1. LESSEE shall remove all trash and debris from the Site and/or Premises caused by LESSEE 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 attached hereto 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 created by LESSEE'S own Operations, 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 created by LESSEE'S Operations, and dispose of all garbage, trash, and rubbish generated by LESSEE'S Operations 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 the Site Plans 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, provided that any and all governmental approvals and permits required for such repairs and/or restoration have been obtained by LESSEE and LESSEE has diligently acted to obtain such approvals and permits. 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 Operations result 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, to the extent as required by applicable law 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 such 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 Substances or other containers, equipment or devices from the Site. If LESSEE fails to comply with the foregoing requirements, 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 Operations, 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, and such imminent release has been caused by LESSEE or LESSEE'S contractors, agents or employees or such Hazardous Substances have been brought onto the Site by LESSEE, LESSEE'S contractors, agents, or employees, 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 to the extent as required by applicable law 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 any signs required by law, clearly marked 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 above 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 the inspection requires CITY to enter onto a portion of the Site not accessible by the public, LESSEE reserves the right to have a representative present to facilitate access. 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.
- 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 Operations, including damages arising out of the release of Hazardous Substances caused by LESSEE'S Operations, 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 sole 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, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Reassignment Site").

- 28.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Reassignment Site either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Reassignment 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 Reassignment Site. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.
- 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 Reassignment Site, CITY will work with LESSEE 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 Reassignment Site, then LESSEE or CITY may terminate this Lease upon thirty (30) 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 Reassignment 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 33.11 below) to include a full description of the Reassignment 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 30.1.7 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 after 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 under a previous Lease, or at any time during the Term of this Lease, including any 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; provided however, that such bill of sale shall transfer ownership to CITY without any representation or warranty from LESSEE regarding the condition of LESSEE'S Improvements or their fitness for any particular purpose.
 - 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 reasonably 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. Only notices alleging Default will be sent via certified mail with return receipt:

LESSEE:

Sprint PCS Assets, L.L.C.: (Sprint Cascade # SD34XC523)
Attn: Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650
Telephone: 800/357-7641
Facsimile: 913/523-9735
Email: <https://landlordsolutions.sprint.com/>

With a copy to:

Sprint Regional Site Development/ San Diego
Mailstop CASDGG0101 – 1026
3730 Fifth Avenue
San Diego, California 92103
Attn: Site Development Manager

With a mandatory copy to:

Sprint Law Department
Sprint Site ID: SD34XC523
Attn.: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

CITY:

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

- 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. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). LESSEE shall hold CITY, its elected officials, officers and employees harmless from any claims by LESSEE, its officers, employees, agents, contractors or any affiliate of LESSEE'S for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 33.14. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Site and/or the Premises have not been inspected by a Certified Access Specialist.

Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

- 33.15. 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.
- 33.16. 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.
- 33.17. 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.
- 33.18. 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.
- 33.19. 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.

[Signatures appear on next page]

33.20. 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: 11/29/18

LESSOR: THE CITY OF SAN DIEGO,
a California municipal corporation

By: [Signature]
Name: Cybele L. Thompson
Title: Director, Real Estate Assets

Date: 11/13/2018

LESSEE: Sprint PCS Assets, L.L.C., a Delaware
limited liability company

By: Yvonne Robinson
Name: Yvonne Robinson
Title: Sprint Site Development Market
Manager

Environmental Analysis Section Environmental Clearance:

CEQA Exemption 15303 (New Construction or Conversion of Structures)

Date: 11/29/18

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

APPROVED AS TO FORM:

Date: 11/30/18

MARA W. ELLIOTT, City Attorney

By: Melissa Ables
Name: Melissa Ables, Deputy City Attorney

Exhibit A:
Description of Site and Premises

CITY Site ID No.: S706CS

LESSEE Site No.: SD34XC523

Location: 7222 Skyline Drive, San Diego, CA 92114

Assessor's Parcel Number: 581-320-21

Legal Description: LOT 17 OF SKYLINE HILLS NO. 1 IN THE CITY OF SAN DIEGO, MAP THEREOF NO. 4053 FILED IN THE OFFICE OF THE COUNTY EXCEPTING THE PORTION LYING EASTERLY OF A LINE DRAWN PARALLEL WITH THE 155.00 FEET WESTERLY AT RIGHT ANGLES FROM THAT COURSE IN THE EASTERLY LINE OF SAID LOT DESCRIBED AS NOTHER 01'52'40 EAST, 126.53 FEET

Description of Premises: An existing unmanned wireless telecommunication facility with (12) antennas and ancillary equipment mounted to a faux-eucalyptus tree. The associated equipment is located within an existing 269 sq. ft. equipment enclosure.

Exhibit B

Site and Equipment Plans

[see following pages]

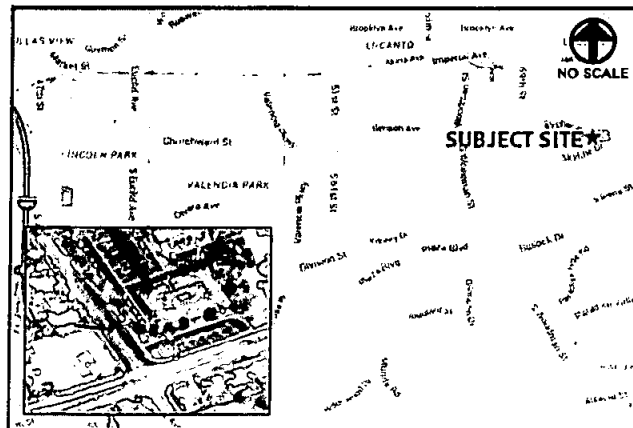


SD34XC523
 7222 Skyline Drive
 San Diego, CA 92114

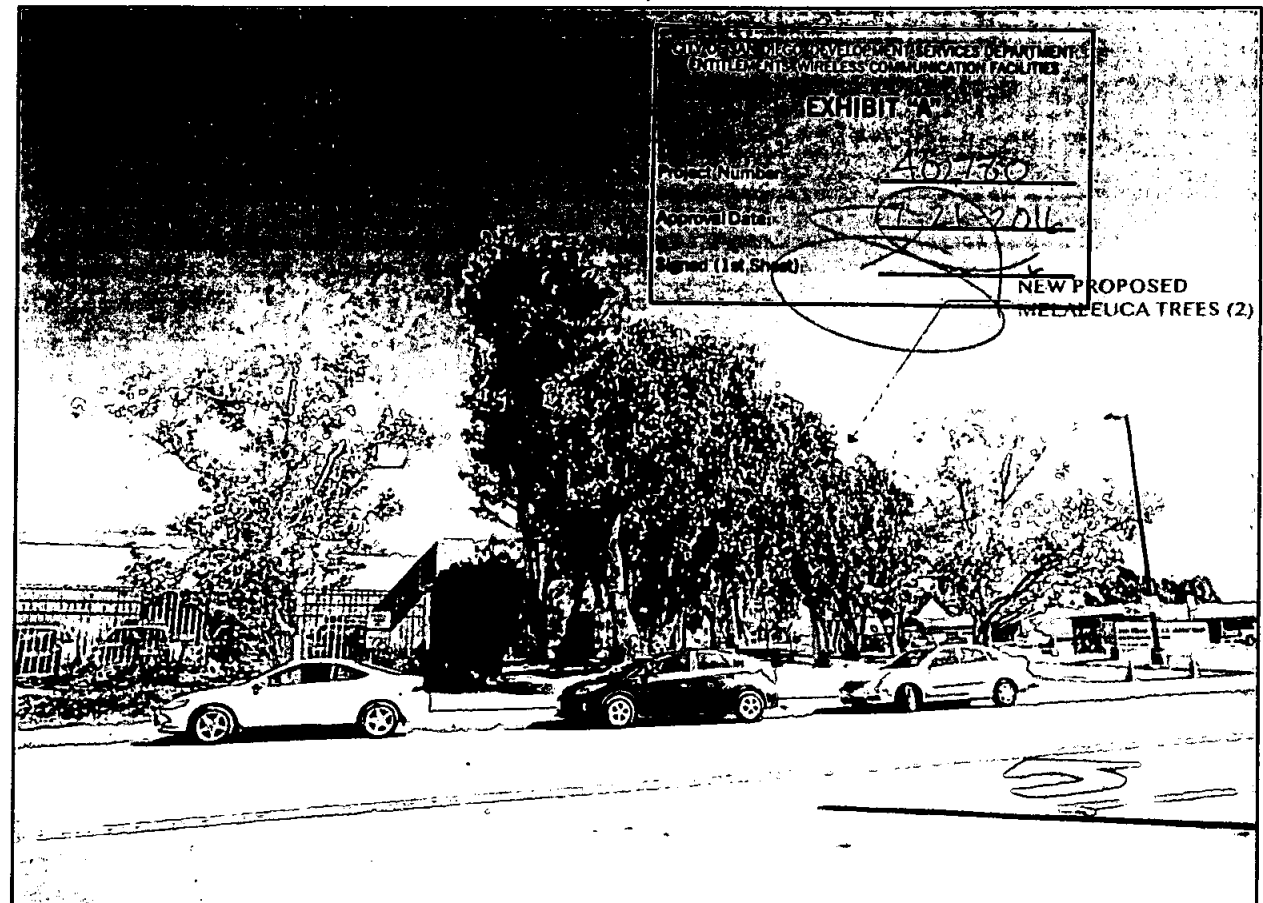
LOOKING EAST TOWARD SITE FROM SYCHAR ROAD



SITE PRIOR TO INSTALLATION



VICINITY MAP



SITE AFTER INSTALLATION

CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT	
UTILITIES AND WIRELESS COMMUNICATION FACILITIES	
EXHIBIT "A"	
Number	407-760
Approval Date	07/21/2011
Signed (List Sheet)	[Signature]

NEW PROPOSED
 MELALEUCA TREES (2)



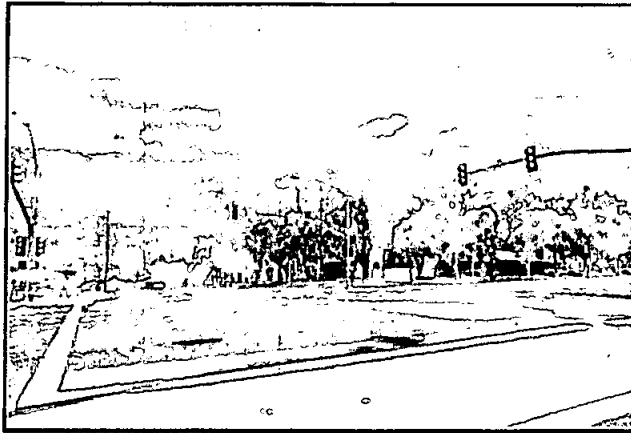
Sprint



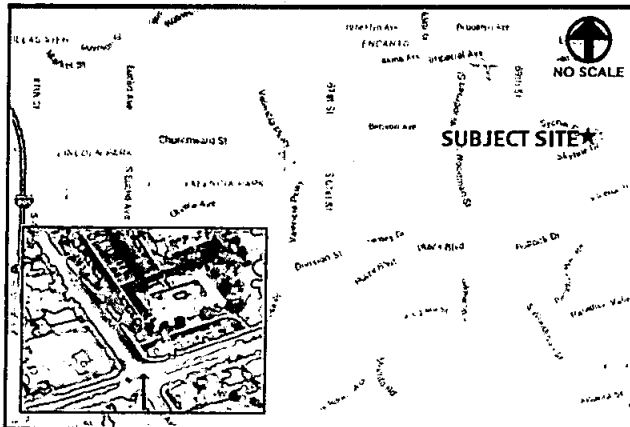
SD34XC523

7222 Skyline Drive
San Diego, CA 92114

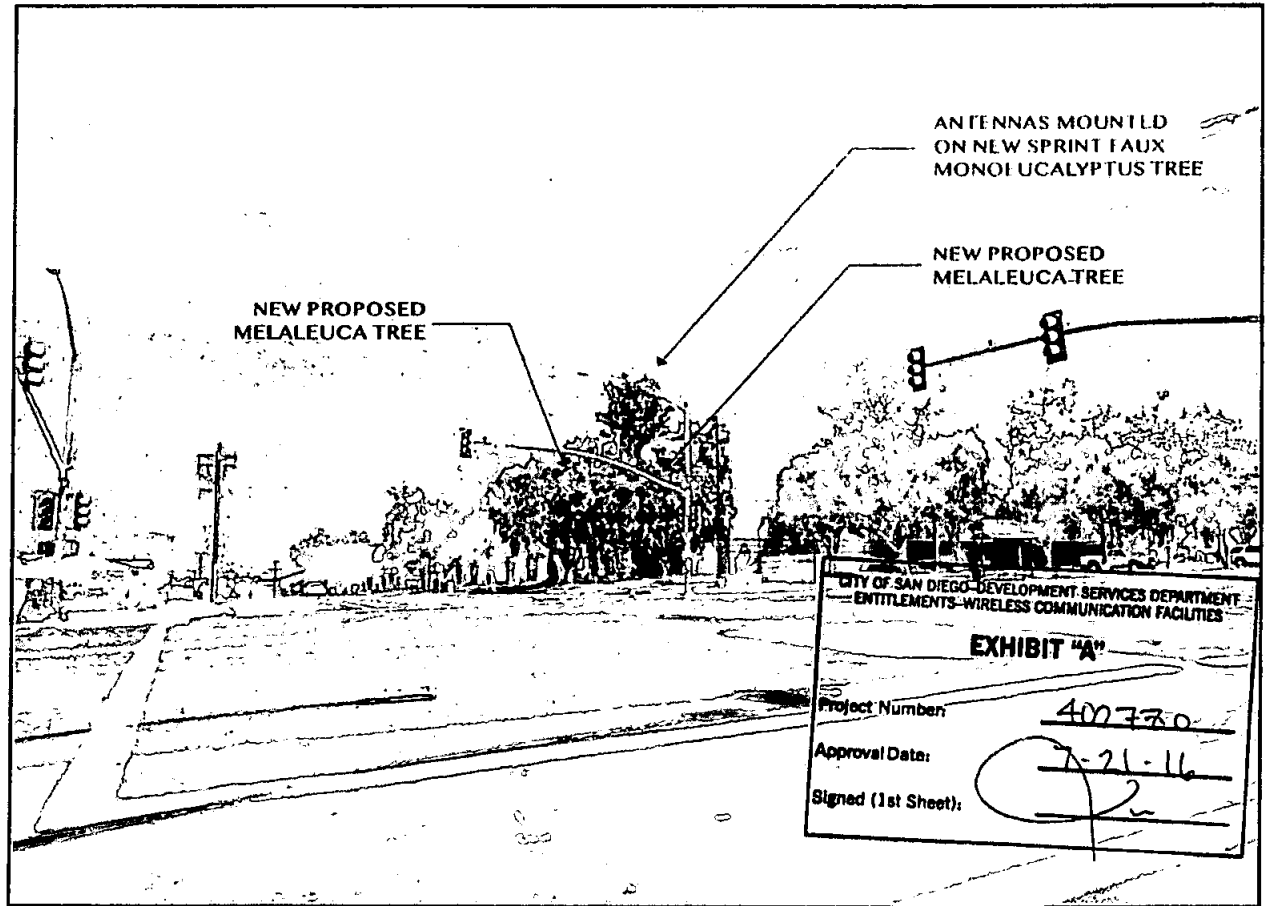
LOOKING NORTH TOWARD SITE FROM SKYLINE DRIVE AT SYCHAR ROAD



SITE PRIOR TO INSTALLATION



VICINITY MAP



SITE AFTER INSTALLATION

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

EXHIBIT "A"

Project Number: 402770

Approval Date: 7-21-16

Signed (1st Sheet): [Signature]

M&M TELECOM, INC.
(RSR) 429-9585



Sprint



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

EXHIBIT "A"

Project Number:

402730

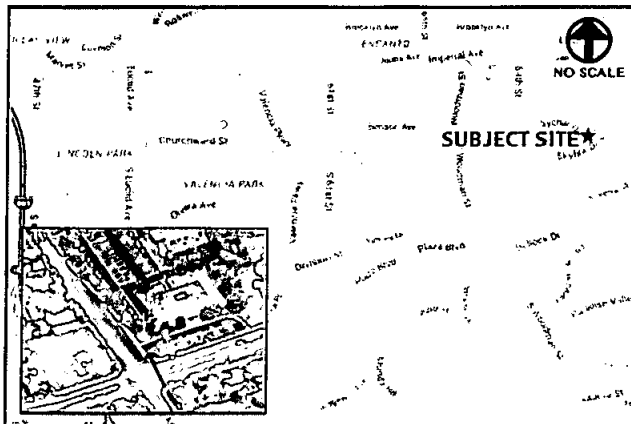
7.8.11

SD34XC523
7222 Skyline Drive
San Diego, CA 92114

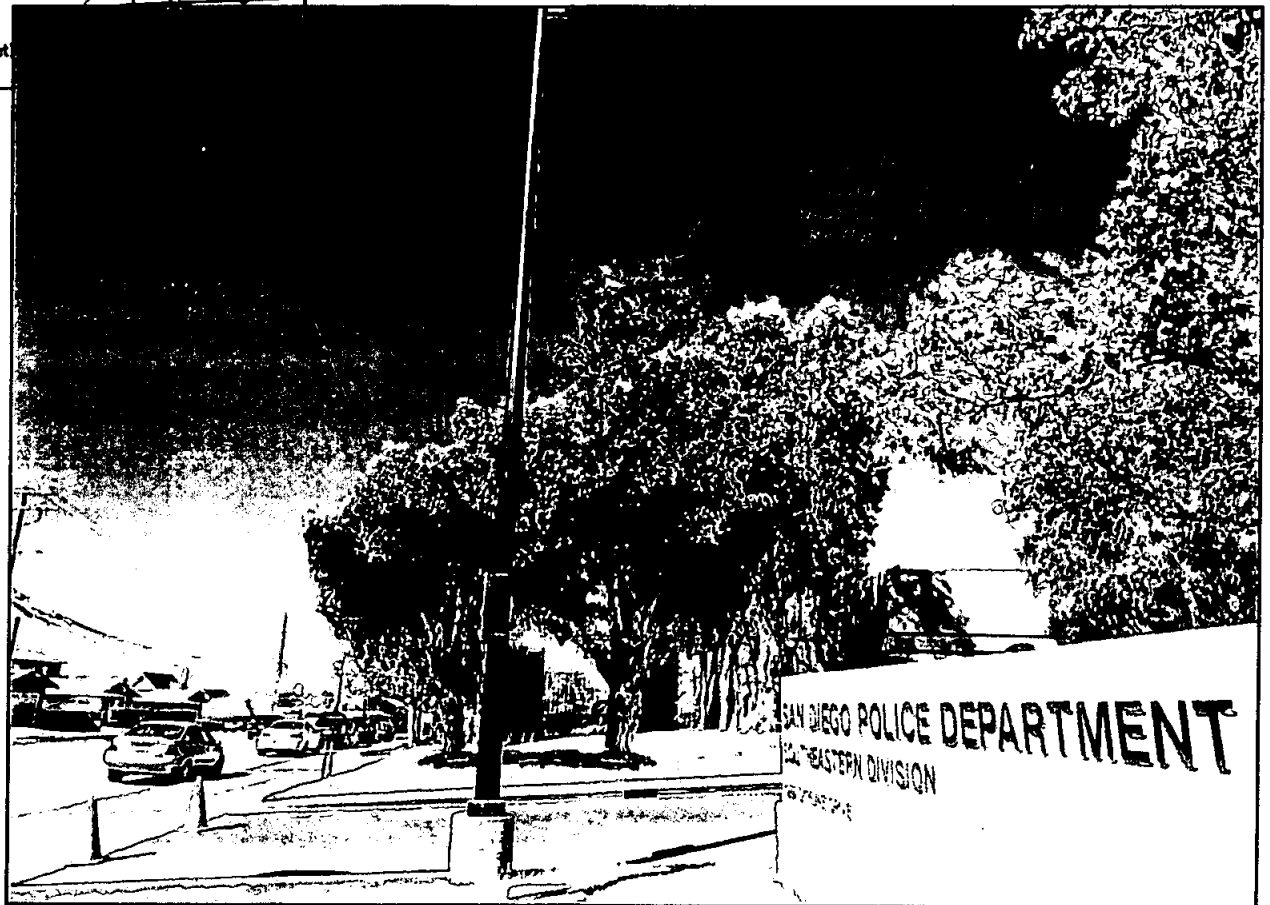
LOOKING NORTHWEST TOWARD SITE FROM SKYLINE DRIVE



SITE PRIOR TO INSTALLATION



VICINITY MAP



SITE AFTER INSTALLATION

Sprint



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

EXHIBIT "A"

Project Number:

402780

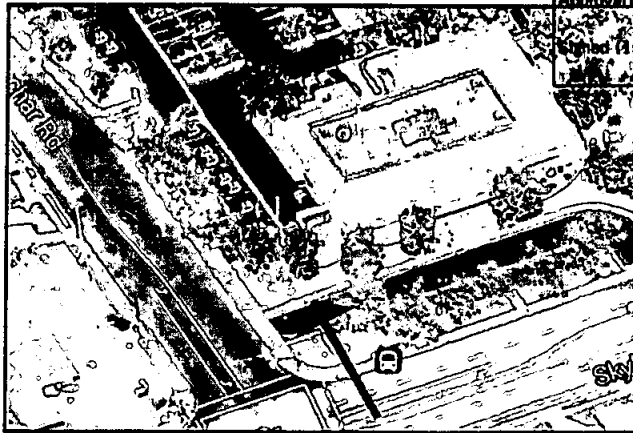
Approval Date:

7-21-16

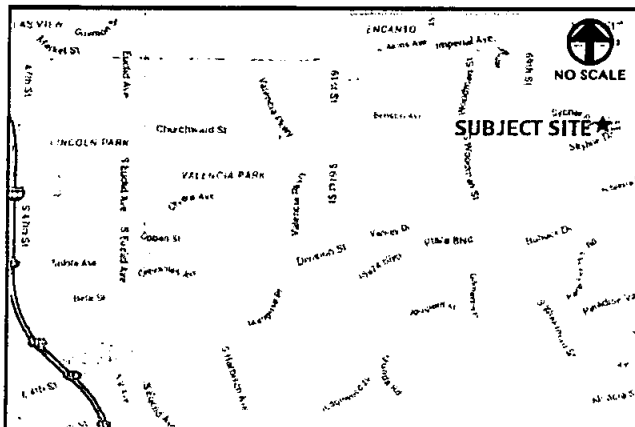
Submitted (1st) Sh:

SD34XC523
7222 Skyline Drive
San Diego, CA 92114

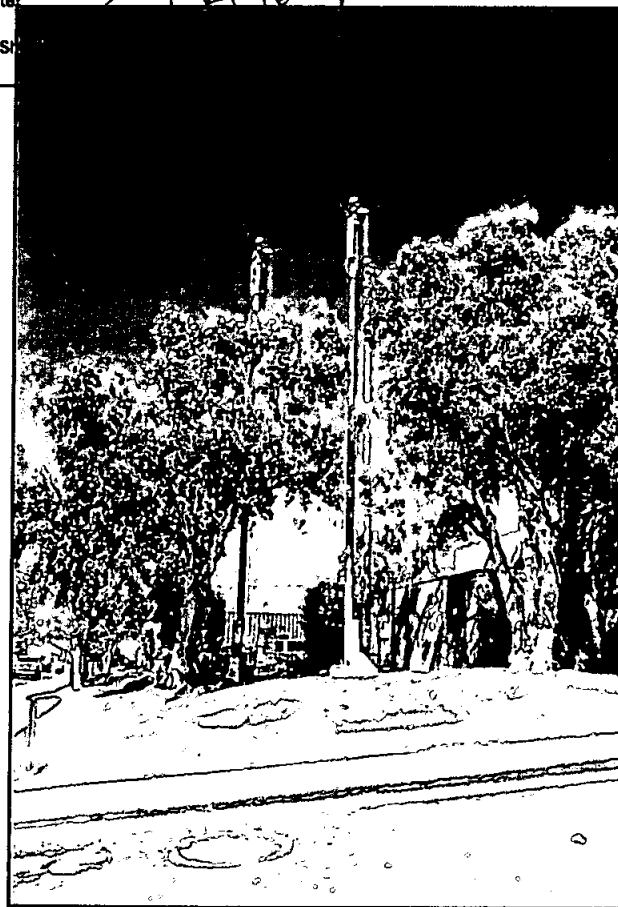
LOOKING NORTHWEST TOWARD SITE FROM DRIVEWAY



SITE LOCATION MAP



VICINITY MAP



SITE PRIOR TO INSTALLATION



SITE AFTER INSTALLATION

M&M TELECOM, INC.
(858) 429-9585





EXHIBIT "A"

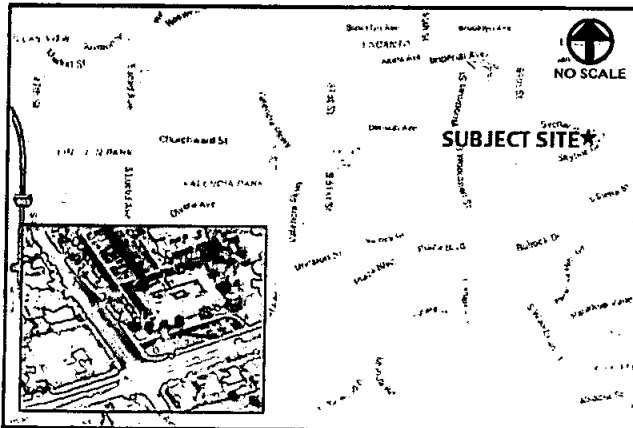
402730

7-21-11

Signed (1st Sheet)



SITE PRIOR TO INSTALLATION



VICINITY MAP



SITE AFTER INSTALLATION

7222 Skyline Drive
San Diego, CA 92114

LOOKING WEST TOWARD SITE FROM DRIVEWAY



Sprint



SD34XC523
SKYLINE POLICE DEPT.
7222 SKYLINE DRIVE
SAN DIEGO, CA 92114

TELECOMMUNICATIONS SERVICES DEPARTMENT
 COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 402730

Approval Date: July 21, 2016

Signed (1st Sheet): [Signature]

VICINITY MAP

THOMAS GUIDE PAGE: 1290 - F4

ADDRESS
 7222 SKYLINE DRIVE
 SAN DIEGO, CA 92114

DIRECTIONS:
 FROM SAN DIEGO INTERNATIONAL AIRPORT, CA:
 TAKE I-5 SOUTH TO I-84 EAST ON EXCLAS,
 TAKE A RIGHT ON WOODMAN AVE AND A RIGHT ON WOODMAN
 STREET AND A LEFT ON SKYLINE DRIVE.
 THE POLICE STATION WILL BE ON YOUR LEFT.

DRAWING NOTE

THE BASE OF THESE DRAWINGS WERE TAKEN FROM "AS-BUILT"
 DRAWINGS PROVIDED BY SPRINT. THE ACCURACY OF THE AS-BUILT
 DRAWINGS WERE ASSURED TO BE CORRECT AND WERE NOT
 THOROUGHLY REVIEWED FOR ACCURACY.

CONSULTANT TEAM

ARCHITECT:
 BOOTH & SUAREZ ARCHITECTURE INC.
 370 CARLSBAD VILLAGE DRIVE, SUITE 102
 CARLSBAD, CA 92008
 (760) 434-8474
 (760) 434-8886 (fax)

PERMITS REQUIRED

- NEIGHBORHOOD DEVELOPMENT PERMIT
- PLANNED DEVELOPMENT PERMIT

LEGAL DESCRIPTION

LOT 13 OF SKYLINE HILLS NO. 1 IN THE CITY OF SAN DIEGO, MAP
 THEREOF NO. 4533 FILED IN THE OFFICE OF THE COUNTY
 CLERK, EXCEPTING THE PORTION THERE EASTERLY OF A LINE BEGINNING
 PARALLEL WITH THE 165.00 FEET WESTERLY AT RIGHT ANGLE
 FROM 1/400' CORNER IN THE EASTERLY LINE OF SAID LOT DESCRIBED
 AS NORTH 01°35'46" EAST, 126.53 FEET

SCALE

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

PROJECT SUMMARY

APPLICANT: SPRINT
 9101 TOWN CENTER DR, SUITE 150
 SAN DIEGO, CALIFORNIA 92122

CONTACT: MELANIE MURPHY
 (619) 985-8838

OWNER: CITY OF SAN DIEGO
 CECIL CHARLES
 1200 3RD AVE, SUITE 1700
 SAN DIEGO, CA 92161
 (619) 534-4029

PROJECT DESCRIPTION:

- INSTALL (12) NEW 6'-0" PANEL ANTENNAS MOUNTED TO PROPOSED 48'-0" HIGH FAUX EUCALYPTUS
- INSTALL (24) NEW 60W'S MOUNTED BEHIND PROPOSED ANTENNAS
- INSTALL (1) NEW GROWTH CABINET ON EXISTING BASED CONCRETE PAD BEHIND EXISTING EQUIPMENT ENCLOSURE
- (1) ENTITLEMENT EQUIPMENT CABINET ON EXISTING BASED CONCRETE PAD BEHIND EXISTING EQUIPMENT ENCLOSURE
- INSTALL (1) NEW TOP HAT ON EXISTING 60'S CABINET
- INSTALL (1) NEW FAUX EUCALYPTUS MONOTREE
- REMOVAL OF (3) EXISTING FLAGPOLES WITH SPRINT ANTENNAS
- MINOR LANDSCAPE IN PLANNED FOR THIS PROJECT
- INSTALL (1) NEW 2'-0" DIAMETER MICROWAVE DISH

ASSESSORS PARCEL NUMBER: 381-330-21

EXISTING ZONING: CM-1-2

TYPE OF CONSTRUCTION (EXISTING): V-N

OCCUPANCY OF EXISTING BUILDING: S-2

JURISDICTION: CITY OF SAN DIEGO

PROPOSED PROJECT AREA:
 EXISTING EQUIPMENT BUILDING 256 S.F.
 FAUX EUCALYPTUS GROUND AREA 235 S.F.

NOTE:
 THERE ARE NO OTHER TELECOMMUNICATION CARRIERS ON THIS SITE.

SHEET SCHEDULE

T-1	TITLE SHEET & PROJECT DATA
A-0	WATER POLLUTION CONTROL PLAN
A-1	SITE PLAN
A-2	ENLARGED AREA PLANS
A-3	EQUIPMENT PLAN
A-4	ELEVATIONS
A-5	ELEVATIONS
A-6	ELEVATIONS
A-7	ANTENNA PLAN & FAUX EUCALYPTUS TREE ELEVATION
D-1	DETAILS
L-1	CONCEPT LANDSCAPE PLAN

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
 CALIFORNIA STATE BUILDING CODE, TITLE 24, 2013 EDITION
 CALIFORNIA PLUMBING CODE, 2013 EDITION
 CALIFORNIA MECHANICAL CODE, 2013 EDITION
 CALIFORNIA ELECTRICAL CODE, 2013 EDITION
 CALIFORNIA FIRE CODE, 2013 EDITION
 CALIFORNIA ENERGY CODE, 2013 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

ACCESSIBILITY DISCLAIMER

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

ATTACHMENT 12

Booth & Suarez
 ARCHITECTURE INCORPORATED
 305 CARLSBAD VILLAGE DRIVE, SUITE 102
 CARLSBAD, CA 92008 (760) 434-8474

PREPARED FOR

Sprint

9101 TOWN CENTER DRIVE, SUITE 150
 SAN DIEGO, CA 92122
 (619) 985-8838

APPROVALS

ABC	DATE
DE	DATE
RF	DATE
WT	DATE
CE/M	DATE
OPS	DATE
CE/DT	DATE

PROJECT NUMBER
SD34XC523

PROJECT NAME
SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
 SAN DIEGO, CA 92114
 CITY OF SAN DIEGO

DRAWING DATES

12/01/14	005 2D (40)
12/06/14	1000 2D (24)
12/11/14	1000 2D REVISION 1 (2)
06/15/15	1000 2D REVISION 2 (4)
06/27/15	1000 2D REVISION 3 (4)
12/23/15	1000 2D REVISION 4 (4)
01/21/16	1000 2D REVISION 5 (4)
02/26/16	1000 2D REVISION 6 (4)

SHEET TITLE

TITLE SHEET & PROJECT DATA

PROJECT'S (Sprm)/14361

T-1

ATTACHMENT 12

BOOTH & SUAREZ
ARCHITECTURE & INCORPORATED
361 CHRISTOPHER VILLAGE BLVD. SUITE B
CARLEBAR, CA 94008 (760) #24-1471

PREPARED FOR

Sprint

9181 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 885-6638

APPROVALS

ABC	DATE
RE	DATE
IV	DATE
INT	DATE
EE/IN	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER

PROJECT NUMBER
SD34XC523
PROJECT NAME
SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

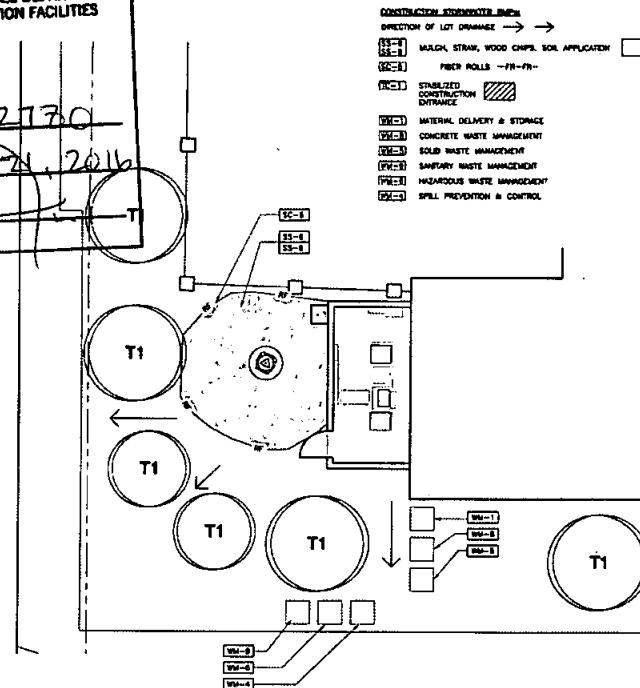
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08/27/19	100X 2D REVISION 3	(g)
12/22/19	100X 2D REVISION 4	(g)
01/21/19	100X 2D REVISION 5	(g)
02/26/19	100X 2D REVISION 6	(g)

SHEET TITLE

**WATER POLLUTION
CONTROL PLAN**

PROJECTS/Experiments 14301

A-0



WATER POLLUTION CONTROL PLAN



ENLARGED WATER POLLUTION CONTROL PLAN



Sprint 

APPROVALS

ABC	DATE
RE	DATE
RT	DATE
INT	DATE
CE/W	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NUMBER
SD34XC523
PROJECT NAME
SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

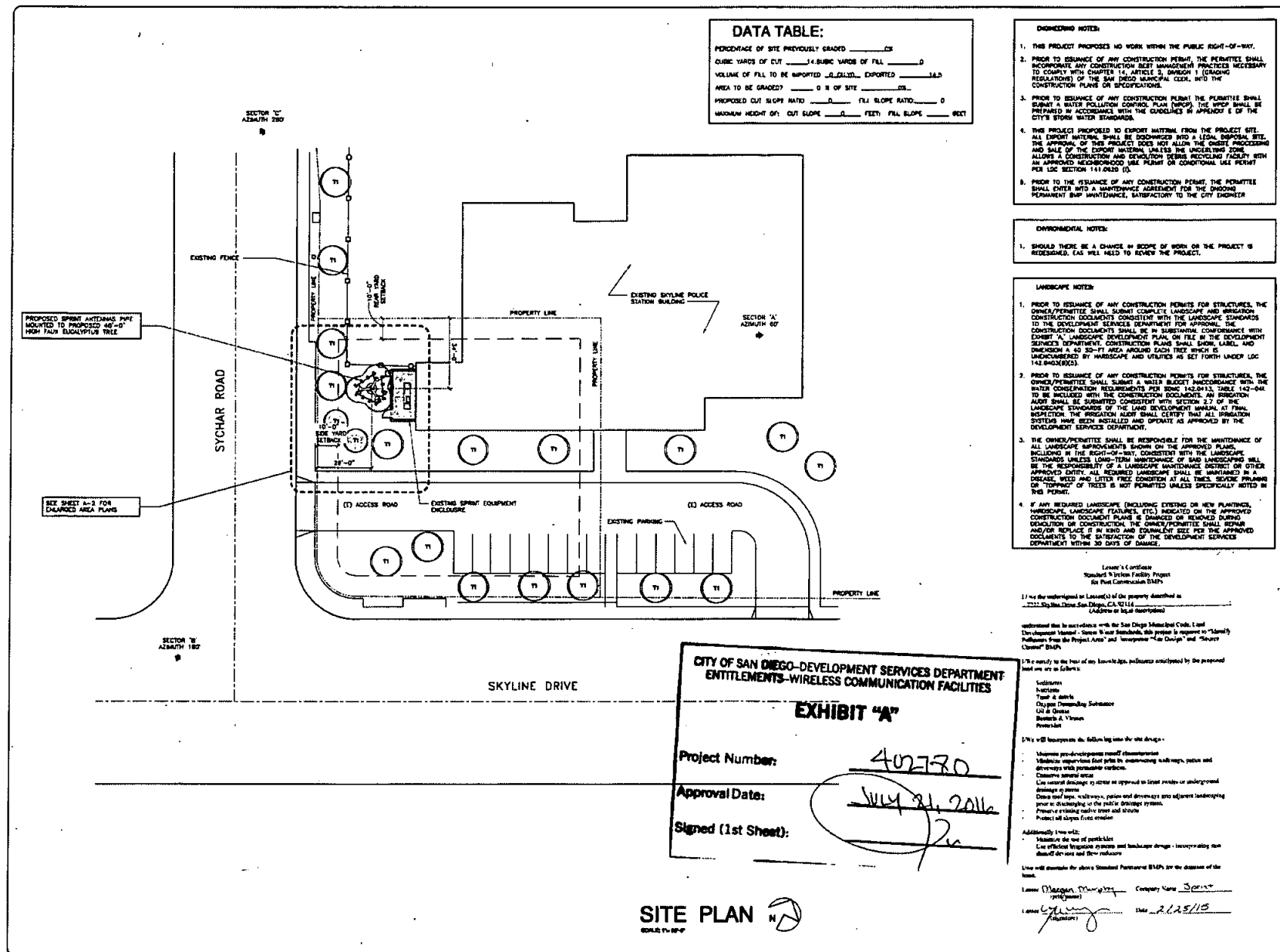
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12/05/14	1DCN 2D (w)
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05/12/15	10CN 2D REVISION 2
08/27/15	10CN 2D REVISION 3
12/22/15	10CN 2D REVISION 4
01/31/16	10CN 2D REVISION 5
09/30/16	10CN 2D REVISION 6

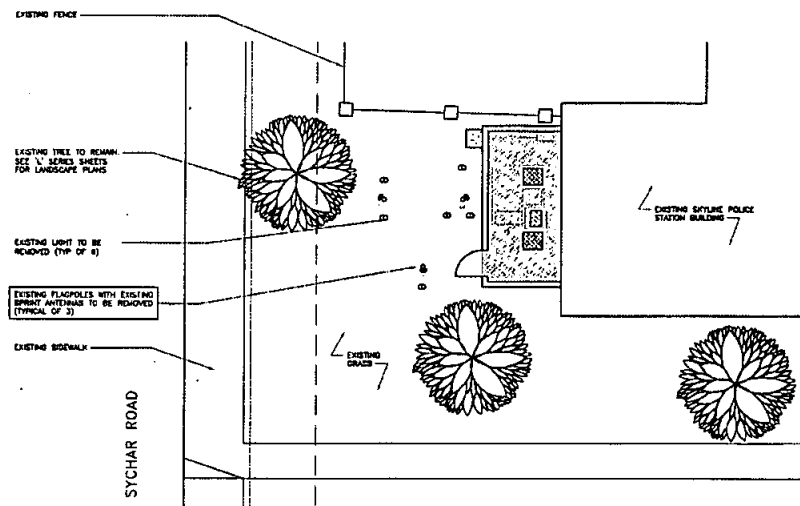
SHEET TITLE

SITE PLAN

P:\03-CTT\2prinf\14361

A-1





ENLARGED AREA SITE PLAN (EXISTING)

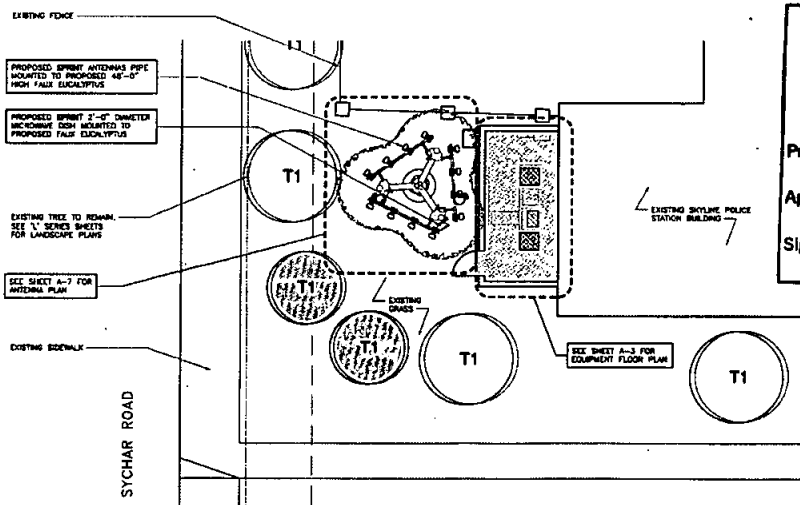
SCALE 1" = 100'-0"

DISMEMBERING ACTION:

1. LIGHTS WHICH WERE USED TO LIGHT THE FLAG POLES ARE LOCATED IN THE LANDSCAPE AREA AND WILL NEED TO BE REMOVED AS PART OF THIS PROJECT.

ENVIRONMENTAL NOTES:

1. EXISTING FLAG POLES WERE CONSTRUCTED IN 2001.



ENLARGED AREA SITE PLAN (PROPOSED)

SCALE 1" = 100'-0"

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

EXHIBIT "A"

Project Number:

402730

Approval Date:

JULY 21, 2016

Signed (1st Sheet):

Booth & Suarez
ARCHITECTURE INCORPORATED
1000 GARDEN VIEW BLVD. SUITE 100
SAN DIEGO, CA 92103 (619) 434-4477



PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 100
SAN DIEGO, CA 92122
(619) 985-6638

APPROVALS

ABC	DATE
RE	DATE
RF	DATE
SWT	DATE
EC/IN	DATE
DPS	DATE
EC/OUT	DATE

PROJECT NUMBER

SD34XC523

PROJECT NAME

SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

DRAWING DATES

DATE	DESCRIPTION	BY	CHK
12/01/14	BOOK 2B (4)		
12/01/14	100% 2B REVISION 1		
06/27/16	100% 2B REVISION 2		
06/27/16	100% 2B REVISION 3		
06/27/16	100% 2B REVISION 4		
06/27/16	100% 2B REVISION 5		

SHEET TITLE

ENLARGED AREA
PLANS

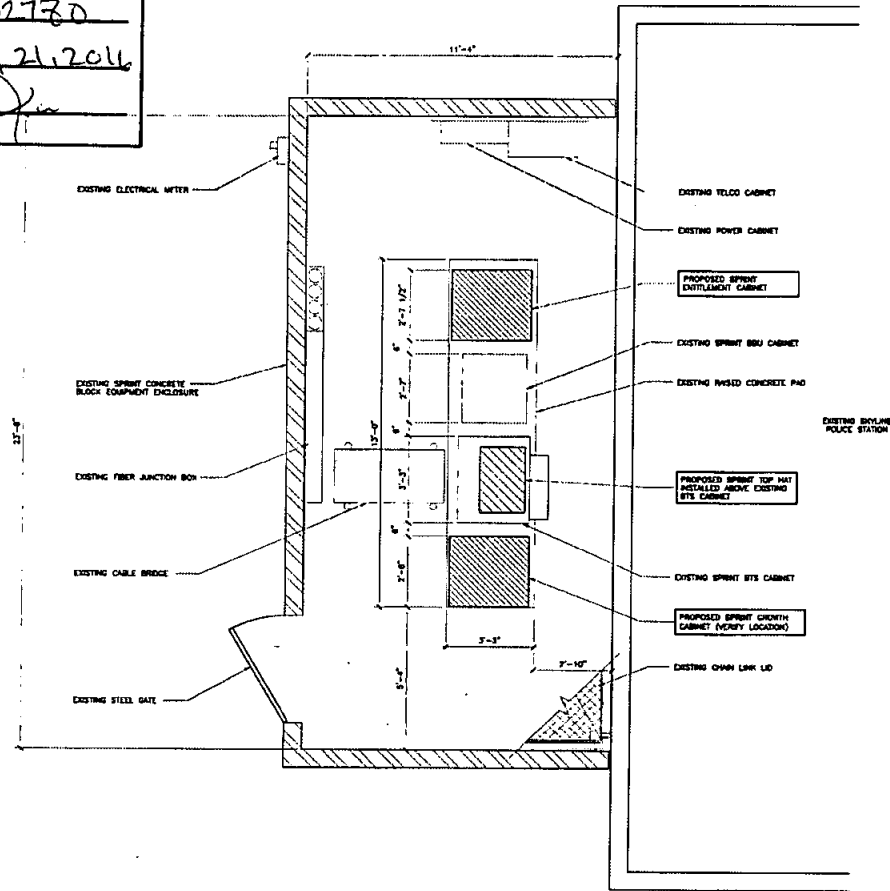
PROJECT/SHEET/11401

A-2

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

EXHIBIT "A"

Project Number: 402730
Approval Date: July 21, 2016
Signed (1st Sheet): [Signature]



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

Booth & Suarez
ARCHITECTURE INCORPORATED
191 CALIFORNIA STREET, SUITE 201
SAN DIEGO, CA 92101 (619) 435-6672



PREPARED FOR



9101 TOWN CENTER DRIVE, SUITE 130
SAN DIEGO, CA 92122
(619) 885-8438

APPROVALS

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

PROJECT NUMBER

SD34XC523

PROJECT NAME

SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

DRAWING DATES

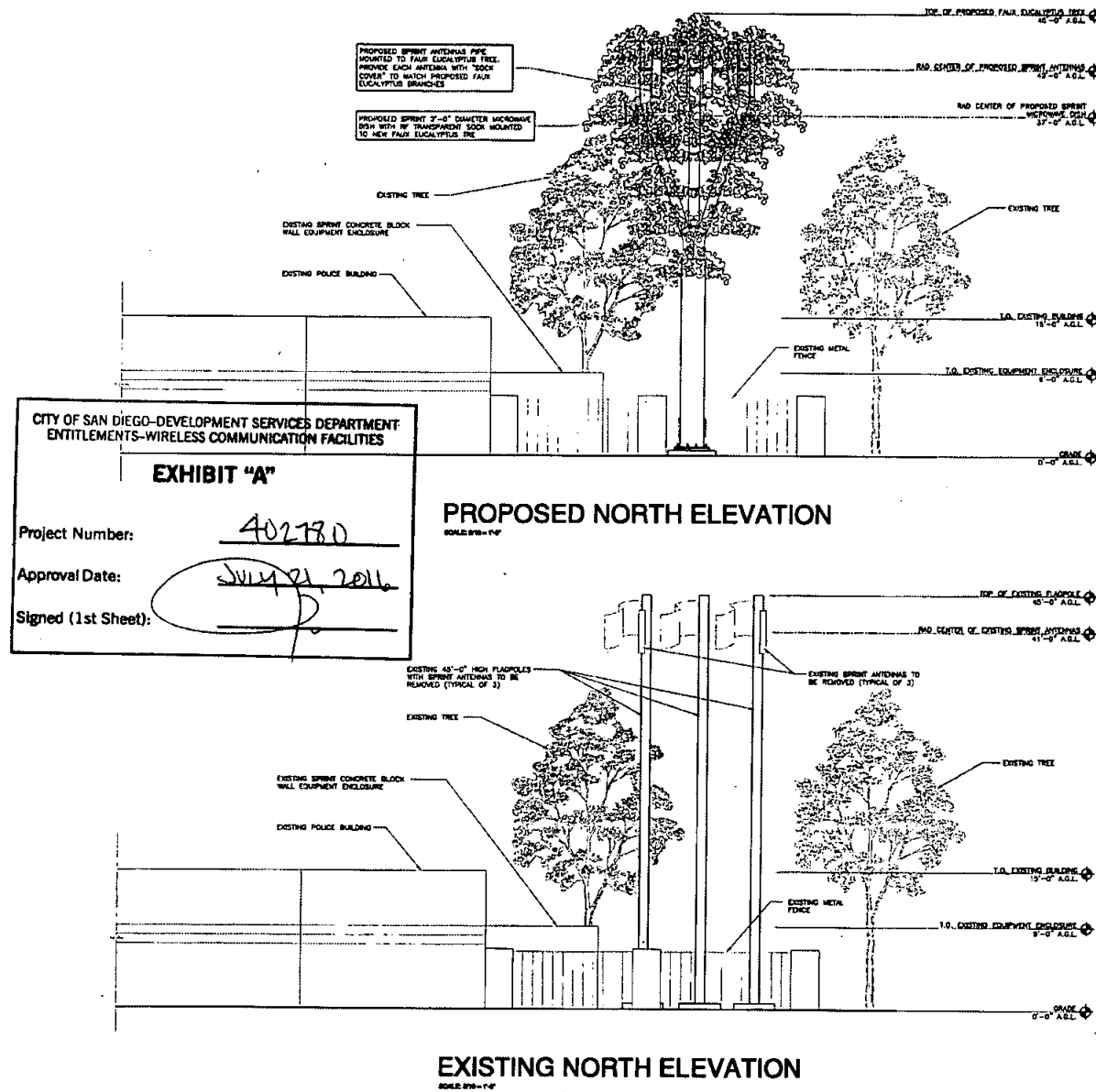
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12/08/14	1000 SD (w)
12/18/14	1000 SD REVISION 1 (p)
06/12/15	1000 SD REVISION 2 (p)
06/22/15	1000 SD REVISION 3 (p)
12/22/15	1000 SD REVISION 4 (p)
01/21/16	1000 SD REVISION 5 (p)
02/25/16	1000 SD REVISION 6 (p)

SHEET TITLE

EQUIPMENT PLAN

PROJECT/SHEET/14361

A-3



PREPARED FOR

Sprint

9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 555-8838

APPROVALS

ARC	DATE
RE	DATE
RF	DATE
INT	DATE
EE/PA	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NUMBER

SD34XC523

PROJECT NAME

SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

DRAWING DATES

12/01/14	000 25 (M)
12/09/14	1000 25 (M)
02/12/15	1000 25 REVISION 1 (M)
02/12/15	1000 25 REVISION 2 (M)
02/12/15	1000 25 REVISION 3 (M)
02/12/15	1000 25 REVISION 4 (M)
02/12/15	1000 25 REVISION 5 (M)

SHEET TITLE

ELEVATIONS

PROJECT/SHEET/14381

A-4

Booth & Suarez
 ARCHITECTURE & INTERIORS
 100 CALIFORNIA AVENUE, SUITE 100
 CARLSBAD, CA 92008 (760) 434-0074



PREPARED FOR

Sprint

9181 TOWN CENTER DRIVE, SUITE 150
 SAN DIEGO, CA 92122
 (619) 845-8430

APPROVALS

AAC	DATE
WE	DATE
BF	DATE
WT	DATE
CE/WH	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NUMBER

SD34XC523

PROJECT NAME

SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
 SAN DIEGO, CA 92114
 CITY OF SAN DIEGO

DRAWING DATES

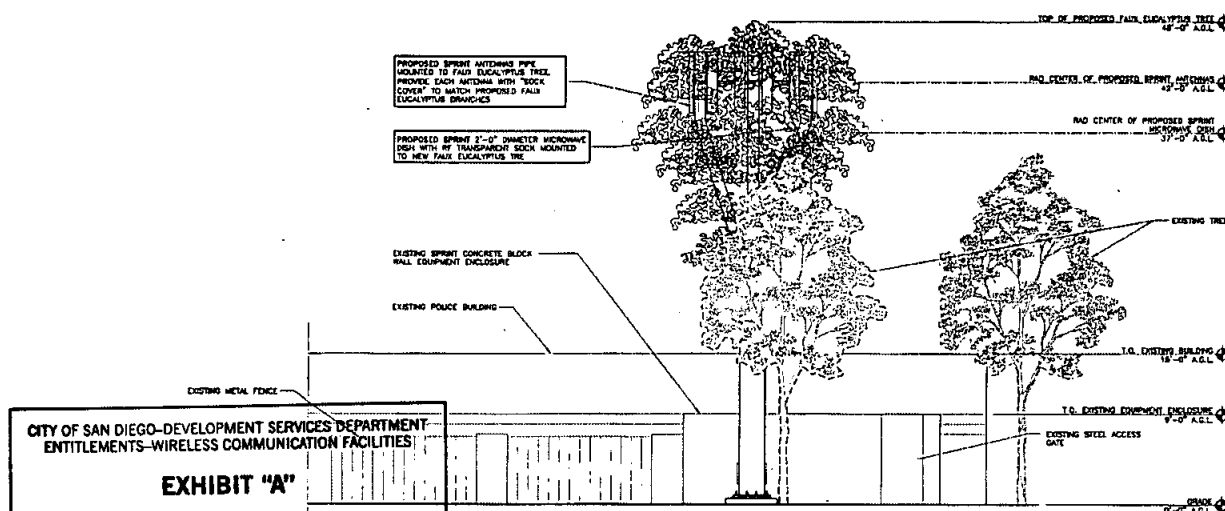
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08/27/15	100% SD REVISION 3 (H)
12/22/15	100% SD REVISION 4 (H)
01/11/16	100% SD REVISION 5 (H)
02/24/16	100% SD REVISION 6 (H)

SHEET TITLE

ELEVATIONS

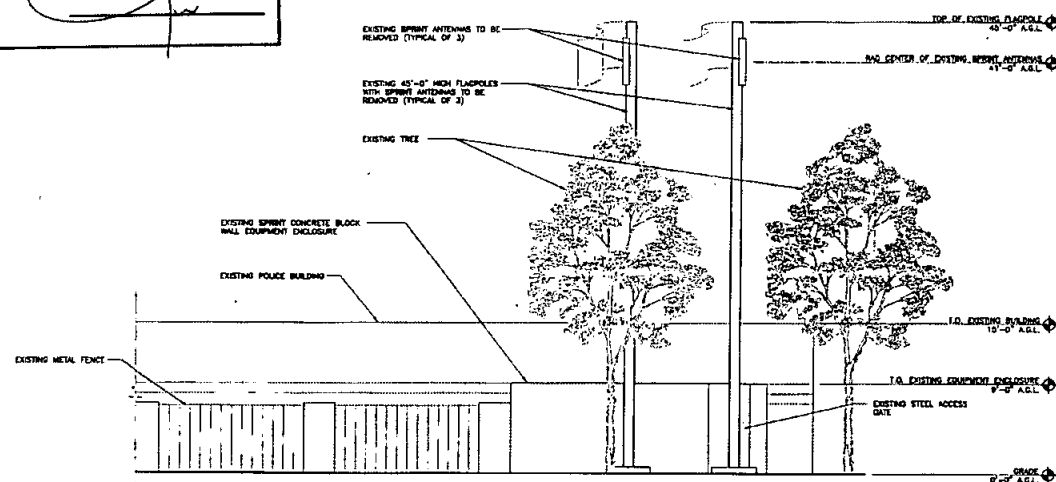
PROJECT/SHEET/14361

A-5



PROPOSED WEST ELEVATION

SCALE: 3/8" = 1'-0"



EXISTING WEST ELEVATION

SCALE: 3/8" = 1'-0"

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

EXHIBIT "A"

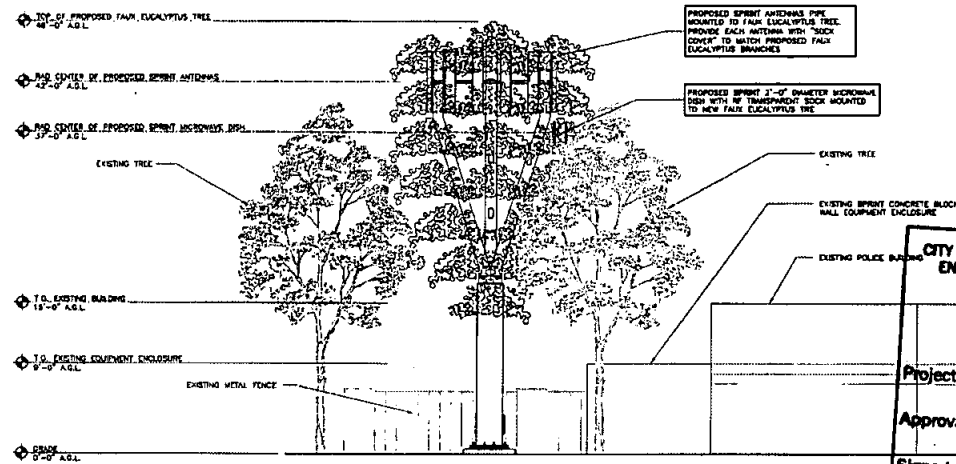
Project Number:

402780

Approval Date:

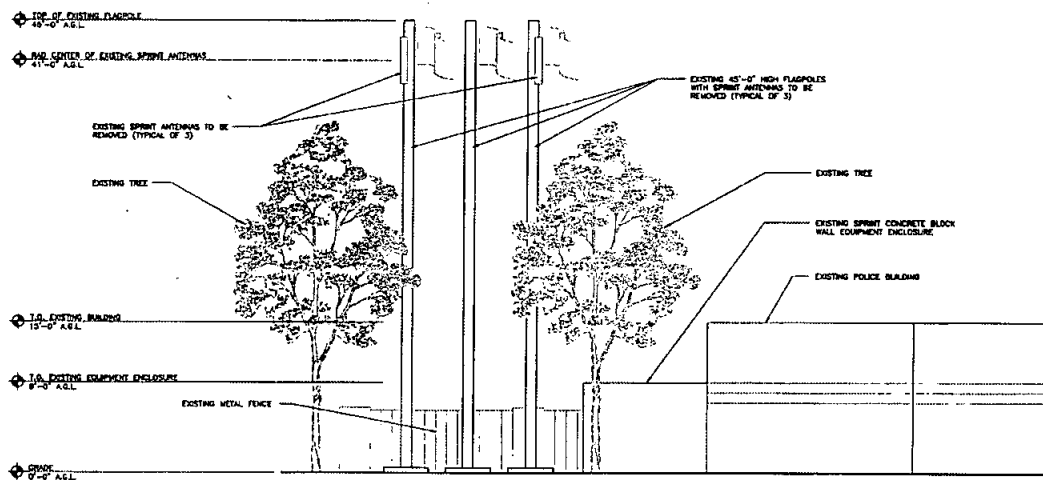
JULY 21, 2016

Signed (1st Sheet):



PROPOSED SOUTH ELEVATION

SCALE 3/8\"/>



EXISTING SOUTH ELEVATION

SCALE 3/8\"/>

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

EXHIBIT "A"

Project Number: 402730

Approval Date: JULY 21, 2016

Signed (1st Sheet): [Signature]

Booth & Suarez
ARCHITECTURE INCORPORATED
401 EMISSION AVENUE SUITE 200
CHULA VISTA, CA 92011
(619) 441-8474



PREPARED FOR

Sprint

8191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 955-6436

APPROVALS

ABC	DATE
DE	DATE
RF	DATE
WT	DATE
CE/IN	DATE
GPS	DATE
CE/OUT	DATE

PROJECT NUMBER

SD34XC523

PROJECT NAME

SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

DRAWING DATES

12/01/14	80% TO (4)
12/02/14	100% TO (4)
12/12/14	100% TO REVISION 1 (3)
06/12/15	100% TO REVISION 2 (4)
06/27/15	100% TO REVISION 3 (4)
12/22/15	100% TO REVISION 4 (4)
01/21/16	100% TO REVISION 5 (4)
02/25/16	100% TO REVISION 6 (4)

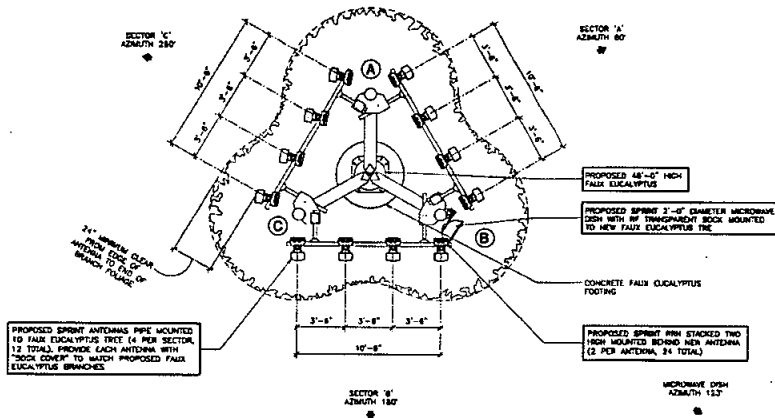
SHEET TITLE

ELEVATIONS

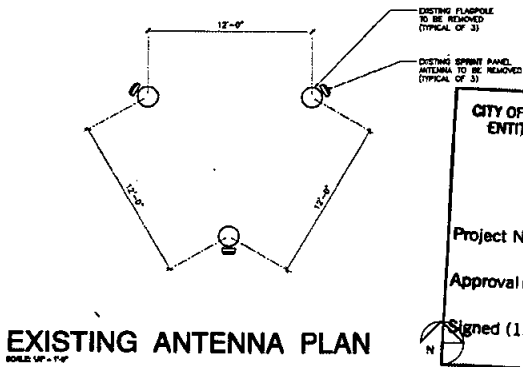
PROJECT'S NUMBER (4581)

A-6

SECTION	DIRECTION	ANTENNA	ANTENNA MODEL NUMBER	DOWNWELL	NEW WIRE	SIZE	NUMBER OF CABLES PER SECTION	COAXIAL CABLE LENGTH (ft. - in.)	CONDUIT LENGTH (ft. - in.)	CABLE SIZE
A1		82	20	DOWNWELL-20R		72.5" x 12.5" x 2.175	1.0.0.	60'-0"	6'-0"	1-1/4"
A2		82	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
A3		82	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
A4		82	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
B1		102	20	DOWNWELL-20R		72.5" x 12.5" x 2.175	1.0.0.	60'-0"	6'-0"	1-1/4"
B2		102	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
B3		102	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
B4		102	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
C1		240	20	DOWNWELL-20R		72.5" x 12.5" x 2.175	1.0.0.	60'-0"	6'-0"	1-1/4"
C2		240	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
C3		240	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
C4		240	20	DOWNWELL-20R		72.5" x 12.5" x 2.175				1-1/4"
COAXIAL CABLE						2'-0" BRANDED	1	120'-0"		1-1/2"



PROPOSED ANTENNA PLAN
SHEET VP-14P



EXISTING ANTENNA PLAN
SHEET VP-14P

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

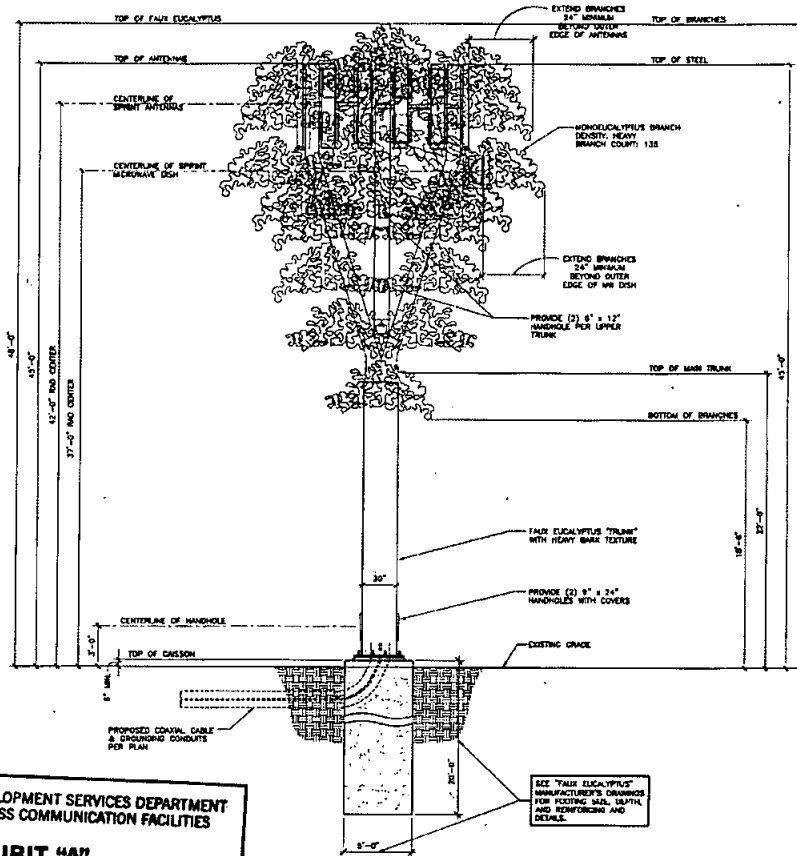
EXHIBIT "A"

Project Number: 402780
Approval Date: July 21, 2016
Signed (1st Sheet): [Signature]

FAUX EUCALYPTUS ELEVATION
SHEET VP-14P

NOTE: NO EXPOSED PIPES ARE SHOWN. ANTENNAS SHALL BE INSTALLED AS SHOWN.

GENERAL NOTES:
MANUFACTURE FOR FAUX EUCALYPTUS TREE TO BE SD



Booth & Suarez
ARCHITECTURE INCORPORATED
181 CALLEJON VILLAGE DRIVE
CARLSBAD, CA 92008 (760) 431-1234

PREPARED FOR
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9191 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 985-6636

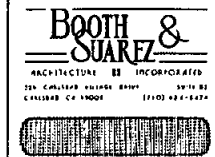
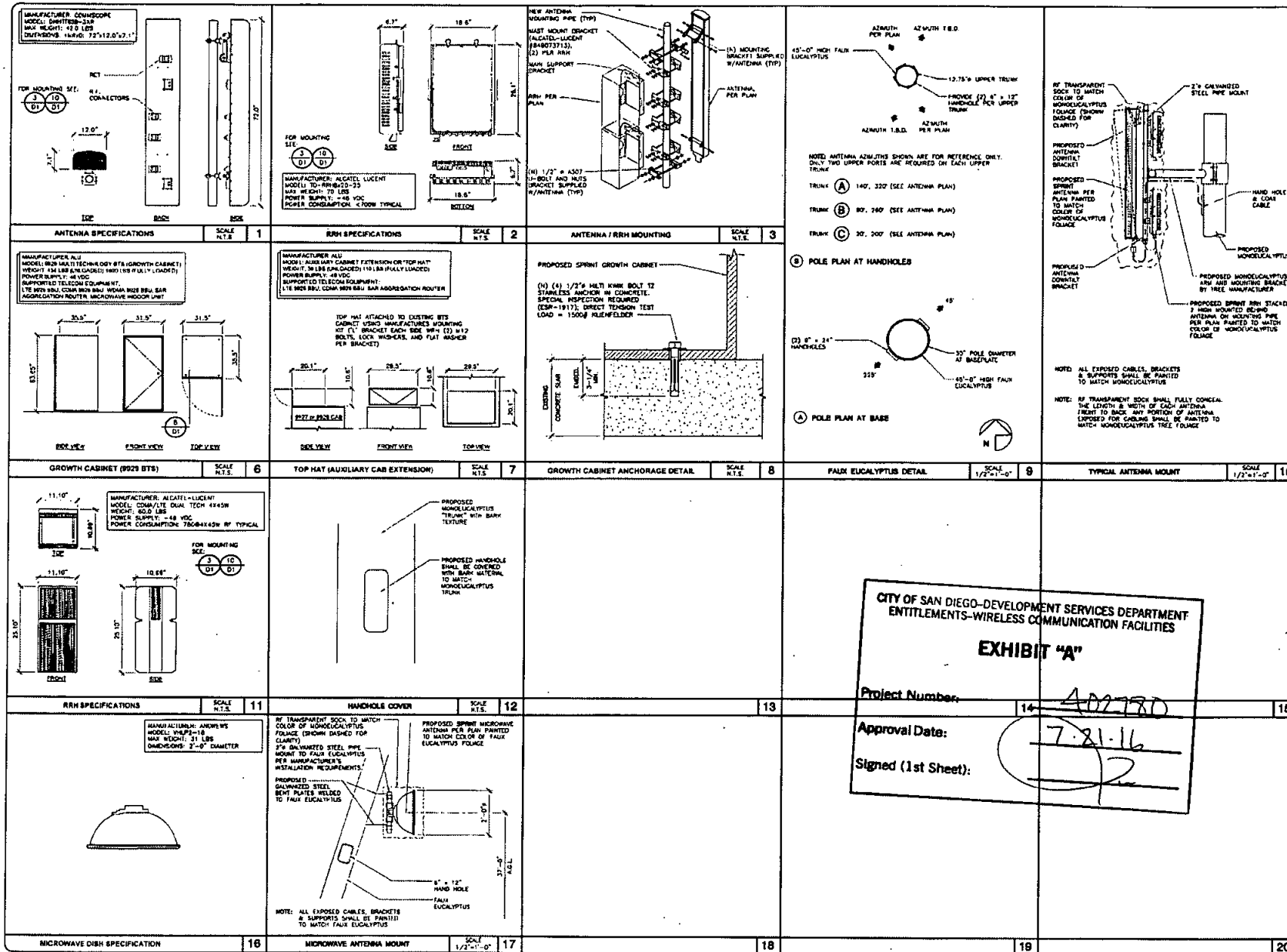
APPROVALS
ABC DATE
RE DATE
RF DATE
INT DATE
EE/IN DATE
OPS DATE
EE/OUT DATE

PROJECT NUMBER
SD34XC523
PROJECT NAME
SKYLINE POLICE DEPT
7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

DRAWING DATES
12/01/14 WORK TO (M)
12/09/14 WORK TO (M)
12/13/14 100% TO REVISION 1 (M)
08/13/15 100% TO REVISION 2 (M)
08/27/15 100% TO REVISION 3 (M)
12/22/15 100% TO REVISION 4 (M)
01/21/16 100% TO REVISION 5 (M)
02/29/16 100% TO REVISION 6 (M)

SHEET TITLE
ANTENNA PLAN & FAUX EUCALYPTUS TREE ELEVATION

PROJECTS/ISSUES/14381



APPROVALS

NAME	DATE
BY	DATE
BY	DATE
BY	DATE
BY	DATE
BY	DATE
BY	DATE
BY	DATE

PROJECT NUMBER
SD34XC523

PROJECT NAME
SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

DRAWING DATES

12/01/14	REV 10 (4)
12/02/14	100% TO (4)
12/13/14	100% TO REVISION 1 (4)
02/12/15	100% TO REVISION 2 (4)

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

EXHIBIT "A"

Project Number: 402780

Approval Date: 7.21.16

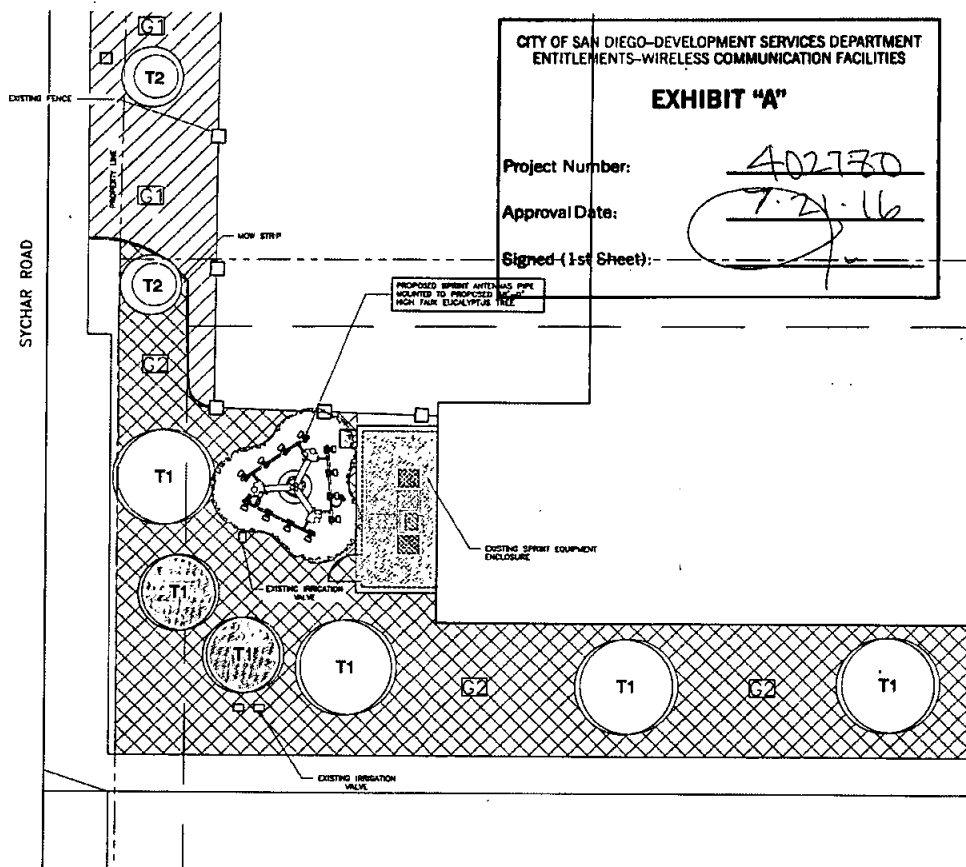
Signed (1st Sheet): [Signature]

SHEET TITLE

DETAILS

PROJECT/DATE/14361

D-1



CONCEPT LANDSCAPE PLAN

WATER CONSERVATION NOTES

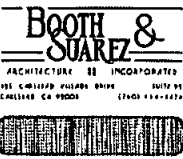
1. ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE CITY-WIDE LANDSCAPE REGULATIONS AND THE CITY OF SAN DIEGO LAND DEVELOPMENT MANUAL, LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS.
2. PLANT MATERIAL SELECTED FOR THIS PROJECT WILL BE OF A TYPE KNOWN TO BE SUCCESSFUL IN THE AREA OR IN SIMILAR CLIMATIC AND SOIL CONDITIONS.
3. LANDSCAPE DESIGN OBJECTIVES WILL INCLUDE POSITIVE SURFACE DRAINAGE OF PLANTED AREAS THROUGHOUT THE PROJECT AREA.
4. ALL PERMANENTLY LANDSCAPED AREAS WILL BE SERVED BY PERMANENT, AUTOMATIC, UNDERGROUND, IRRIGATION SYSTEMS.
5. ALL SOILS WILL BE FERTILIZED, AMENDED, AND TILLED TO CONFORM TO RECOMMENDATIONS MADE BY A SOIL TESTING LABORATORY AND/OR LANDSCAPE ARCHITECT IN ORDER TO PROMOTE HEALTHY AND VIGOROUS PLANT GROWTH.
6. ALL PLANTING AREAS WILL BE MAINTAINED IN A WEED AND DEBRIS FREE CONDITION.
7. ALL ON-SITE IRRIGATION IMPROVEMENTS SHALL BE PART OF THE EXISTING POTABLE WATER DISTRIBUTION SYSTEM FOR THE EXISTING SITE.
8. SPRINKLER HEADS SHALL BE ADJUSTED FOR OPTIMUM PERFORMANCE. THIS SHALL INCLUDE THROTTLING THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM. CONDITIONS THAT CAUSE OVER-SPRINT, FLOODING, OR RUN-OFF SHALL BE ELIMINATED. ADJUST SYSTEM TO AVOID THESE CONDITIONS.
9. BEST PRACTICE IRRIGATION MANAGEMENT PRACTICES SHALL BE USED TO ELIMINATE OR CONTROL TO THE BEST EXTENT POSSIBLE FLOODING, RUN-OFF, OVER-SPRINT AND WASTING.
10. IRRIGATION HEADS SHALL BE LOCATED OR ADJUSTED TO MAINTAIN OR ELIMINATE OVER-SPRINTING ON SIDEWALKS, STREETS AND NON-DESIGNATED USE AREAS.
11. NEW IRRIGATION SYSTEM TO BE CONNECTED TO THE CLOSEST EXISTING IRRIGATION VALVE BOX.
12. AUTOMATIC IRRIGATION SYSTEM SHALL HAVE A FLOW SENSOR.
13. ALL CANALS, DISTURBED OR ERODED AREAS THAT WILL NOT BE PERMANENTLY PAVED OR COVERED BY STRUCTURES SHALL BE PERMANENTLY REVEGETATED AND IRRIGATED AS SHOWN IN TABLE 142.0411(4)(2) AND IN ACCORDANCE WITH THE STANDARDS IN THE LAND DEVELOPMENT MANUAL [142.0411(4)(2)].
14. IRRIGATION: AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED.

PLANTING NOTES

1. DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE INSTALLATION OF ANY ROOTS. ALL WORK SHALL BE PERFORMED IN A MANNER WHICH WILL AVOID POSSIBLE DAMAGE TO UTILITIES. HAVE EXCAVATE AS REQUIRED.
2. TREES SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY DRAINAGE FLOW LINE, SEWER LINE, WATER LINE, GAS LINE, OR ELECTRICAL CONDUIT.
3. ROOT BARRIERS SHALL BE INSTALLED ADJACENT TO ALL PAVING SURFACES, WHERE A PAVING SURFACE IS LOCATED WITHIN 10' OF A TREE TRUNK. ROOT BARRIERS SHALL EXTEND FOUR FEET IN EACH DIRECTION FROM THE CENTER LINE OF THE TRUNK, FOR A TOTAL DISTANCE OF 8 FEET. INSTALLING ROOT BARRIERS AROUND THE ROOT SHALL BE UNACCEPTABLE.
4. TREES WILL BE LOCATED A MINIMUM DISTANCE OF 3 FEET FROM ANY PAVING SURFACE, CURB, WALL, OR CONCRETE MOW STRIP.
5. ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF MULCH.
6. PLANTING INSTALLATION CRITERIA:
ALL PROPOSED TREES SHALL BE SELF-SUPPORTING, WOODY PLANTS WITH AT LEAST ONE WELL-DEFINED TRUNK AND SHALL NORMALLY ATTAIN A MATURE HEIGHT AND SPREAD OF AT LEAST 15 FEET.
7. PLANTING MAINTENANCE CRITERIA:
ALL LANDSCAPE INSTALLATIONS SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF SAN DIEGO LANDSCAPE STANDARDS.
8. MINIMUM TREE SPACING DISTANCE:
IMPROVEMENT/ABANDON DISTANCE TO STREET TREE:
TRAFFIC SIGNALS (STOP SIGN) - 30 FEET
UNDERGROUND UTILITY LINES - 5 FEET
INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS) - 20 FEET
9. IRRIGATION: AN IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED FOR PROPER IRRIGATION, DEVELOPMENT AND MAINTENANCE OF THE VEGETATION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED.
10. OWNER IS RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE PROJECT AREA.
11. MAINTENANCE: ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED IN A TREE OF CROWN AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DAMAGED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORY TREATED OR REPLACED FOR THE CONDITIONS OF THE PROJECT.
12. IF ANY REQUIRED LANDSCAPE (INCLUDING NEW OR EXISTING PLANTINGS, HEDGEROWS, LANDSCAPE FEATURES, ETC.) INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED DURING CONSTRUCTION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROVED DOCUMENTS TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT WITHIN 30 DAYS OF DAMAGE OR A FINAL LANDSCAPE INSPECTION.
13. IF TREES WITH A TRUNK WIDTH OF 4 INCHES OR MORE (MEASURED BY CALIPER 4 FEET ABOVE GROUND) ARE REMOVED OR EQUIVALENTLY TRIMMED FOR THE INSTALLATION OR OPERATION OF THE WIRELESS COMMUNICATION FACILITY, THEN REPLACEMENT TREES OF SIMILAR SIZE SHALL BE PLANTED TO THE SATISFACTION OF THE CITY MANAGER.

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	QUANTITY	MATURE HEIGHT & SPREAD
T1	EXISTING MELALEUCA QUINCOURCHERIA	PAPER BARK TREE OR CAJUPUT TREE	EXISTING TO REMAIN	4	25' SPREAD 40' HEIGHT
T2	MELALEUCA QUINCOURCHERIA	PAPER BARK TREE OR CAJUPUT TREE	24" BOX	2	25' SPREAD 40' HEIGHT
T3	EXISTING LIQUID AMBER STYRACIS	LIQUID AMBER OR SWEET GUM TREE	EXISTING TO REMAIN	2	50' SPREAD 15' HEIGHT
C1	HEDERA HELIX 'HEDELARPOINT'	NEEDLE POINT IVY	EXISTING GROUND COVER TO REMAIN		30' SPREAD 2' HEIGHT
C2	CHOCOMA 'TETRA 18'	SPRING BURNING (SPO)	EXISTING GROUND COVER TO REMAIN		MOW TO 1"



PREPARED FOR

Sprint

9181 TOWN CENTER DRIVE, SUITE 150
SAN DIEGO, CA 92122
(619) 885-4646

APPROVALS

AAC	DATE
RE	DATE
RE	DATE
INT	DATE
CE/AN	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NUMBER
SD34XC523

PROJECT NAME
SKYLINE POLICE DEPT

7222 SKYLINE DRIVE
SAN DIEGO, CA 92114
CITY OF SAN DIEGO

DRAWING DATES

12/8/14	100% CD (H)
12/8/14	100% CD (H)
05/12/15	100% TO REVISION 1 (S)
06/17/15	100% TO REVISION 2 (S)
12/22/15	100% TO REVISION 3 (S)
01/27/16	100% TO REVISION 4 (S)
02/18/16	100% TO REVISION 5 (S)

SHEET TITLE

CONCEPT LANDSCAPE PLAN

PROJECT/SHEET/14361

L-1

Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:
McGuire Woods, L.L.P
1800 Century Park East, 8th Floor
Attention: Reena Yuba

APN#
Site #

MEMORANDUM OF LEASE

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

1. THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and SPRINT PCS ASSETS LLC a Delaware limited liability company doing business as _____ (“LESSEE”), with an office at _____, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 20__, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease.
2. The term of the Lease is Ten (10) years and commenced on _____, 20__.
3. The land which is the subject of the Lease is described in attached Exhibit “A.” The portion of the land being leased to LESSEE is set forth in the Lease.

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

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

a Delaware limited liability company
dba _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

By: _____

Name: _____

Title: _____

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/lessees/users operating at the facility.

DATE _____

LOCATION _____

APPLICANT _____

CALL SIGN _____ CONTACT NAME _____

PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Site. Bottom section is to be completed by each existing Site permittee/lessee/user after testing is finished.

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

"On-the-air" interference testing has been completed at the above stated Site location. A qualified representative was present for the test to observe for possible interference problems.

With regard to the above test, this is to certify that objectionable radio frequency interference did did not result during this test.

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit 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) 400-6040**.

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
Maintenance Standards – Effective July 1, 2012

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.

NOTICE OF EXEMPTION

(Check one or both)

TO: ☒ Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

FILED

Ernest J. Dronenburg, Jr., Recorder-County Clerk

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

OCT 28 2016

BY

DEPUTY

Project No.: 402780

Project Title: Sprint Skyline Police Department

Project Location-Specific: 7222 Skyline Drive, San Diego, California 92114

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: **NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) and PLANNED DEVELOPMENT PERMIT (PDP)** to allow for a Wireless Communication Facility (WCF) consisting of the removal of three flag poles with supporting antennas, and the installation of a 48-foot high faux-eucalyptus tree concealing 12 panel antennas and 24 remote radio head units. Associated equipment would be contained within an existing equipment enclosure approximately 11'-4" by 23'-8" located adjacent to the faux tree. Project implementation would also include a Right-Of-Entry permit. The PDP is required for the proposed height deviation to exceed the CN-1-2 zone of 30-feet. The NDP is required for the equipment enclosure above 250-square feet.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Joanne Aguzar, Applicant, M&M Telecom (FIRM)
6886 Mimosa Drive, San Diego, CA 92011, (858) 442-7235

Exempt Status: (CHECK ONE)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption: CEQA Exemption 15303 (New Construction or Conversion of Small Structures)
- ☐ Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment. The project, an NDP and PDP for a WCF consisting of 48'-0" high faux eucalyptus tree concealing 12 panel antennas and 24 remote radio head units, and associated equipment enclosure 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 15300.2 apply.

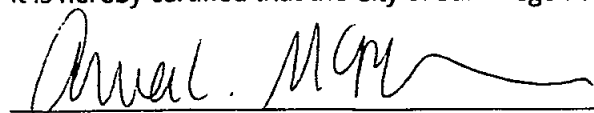
Lead Agency Contact Person: Rhonda Benally

Telephone: (619) 446-5468

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Senior Planner

May 27, 2016

Signature/Title

Date

Check One:

☒ Signed By Lead Agency

Date Received for Filing with County Clerk or OPR:

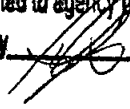
☐ Signed by Applicant

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on OCT 28 2016

Posted OCT 28 2016 Removed

Returned to agency on

Deputy 



State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT#
SD2016 1091
STATE CLEARING HOUSE # (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY CITY OF SAN DIEGO	DATE 10/28/2016
COUNTY/STATE AGENCY OF FILING San Diego	DOCUMENT NUMBER *20161091*

PROJECT TITLE SPRINT SKYLINE POLICE DEPARTMENT	
PROJECT APPLICANT NAME JOANNE AGUZAR	
PROJECT APPLICANT ADDRESS 6886 MIMOSA DRIVE	CITY SAN DIEGO
STATE CA	ZIP CODE 92011

PROJECT APPLICANT (Check appropriate box):

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,070.00	\$	
☐ Mitigated/Negative Declaration (MND)(ND)	\$2,210.25	\$	
☐ Application Fee Water Diversion (State Water Resources Control Board only)	\$850.00	\$	
☐ Projects Subject to Certified Regulatory Programs (CRP)	\$1,043.75	\$	
☒ County Administrative Fee	\$50.00	\$	\$50.00
☐ Project that is exempt from fees			
☒ Notice of Exemption (attach)			
☐ CDFW No Effect Determination (attach)			
☐ Other		\$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other 13650128

TOTAL RECEIVED \$ \$50.00

SIGNATURE

PRINTED NAME AND TITLE

X

SILVIA ORTEGA

Deputy





Ernest J. Dronenburg, Jr.
COUNTY OF SAN DIEGO
ASSESSOR/RECORDER/COUNTY CLERK



ASSESSOR'S OFFICE
1600 Pacific Highway, Suite 103

San Diego, CA 92101-2480
Tel. (619) 236-3771 * Fax (619) 557-4056

www.sdarcc.com

RECORDER/COUNTY CLERK'S OFFICE
1600 Pacific Highway, Suite 260

P.O. Box 121750 * San Diego, CA 92112-1750
Tel. (619) 237-0502 * Fax (619) 557-4155

Transaction #: 373111420161028

Deputy: SORTEGA

Location: COUNTY ADMINISTRATION BUILDING

28-Oct-2016 14:08

FEES:

50.00 Qty of 1 Fee Notice of Exemption for Ref# SD2016 1091

50.00 TOTAL DUE

PAYMENTS:

50.00 Check

50.00 TENDERED

**SERVICES AVAILABLE AT
OFFICE LOCATIONS**

- * Tax Bill Address Changes
- * Records and Certified Copies:
 - Birth/ Marriage/ Death/ Real Estate
- * Fictitious Business Names (DBAs)
- * Marriage Licenses and Ceremonies
- * Assessor Parcel Maps
- * Property Ownership
- * Property Records
- * Property Values
- * Document Recordings

**SERVICES AVAILABLE ON-LINE AT
www.sdarcc.com**

- * Forms and Applications
- * Frequently Asked Questions (FAQs)
- * Grantor/ Grantee Index
- * Fictitious Business Names Index (DBAs)
- * Property Sales
- * On-Line Purchases
 - Assessor Parcel Maps
 - Property Characteristics
 - Recorded Documents



THE CITY OF SAN DIEGO

DATE OF NOTICE: May 27, 2016

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 24005456

PROJECT NUMBER: 402780

PROJECT NAME: Sprint Skyline Police Department

COMMUNITY PLAN AREA: Skyline-Paradise Hills Community Plan

COUNCIL DISTRICT: 4

PROJECT LOCATION: 7222 Skyline Drive, San Diego, California 92114

PROJECT DESCRIPTION: PROJECT DESCRIPTION: NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) and PLANNED DEVELOPMENT PERMIT (PDP) to allow for a Wireless Communication Facility (WCF) consisting of the removal of three flag poles with supporting antennas, and the installation of a 48-foot high faux-eucalyptus tree concealing 12 panel antennas and 24 remote radio head units. Associated equipment would be contained within an existing equipment enclosure approximately 11'-4" by 23'-8" located adjacent to the faux tree. Project implementation would also include a Right-Of-Entry permit. The PDP is required for the proposed height deviation to exceed the CN-1-2 zone of 30-feet. The NDP is required for the equipment enclosure above 250-square feet.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Planning Commission

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15303 (New Construction or Conversion of Small Structures)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment. The project, an NDP and PDP for a WCF consisting of 48'-0" high faux eucalyptus tree concealing 12 panel antennas and 24 remote radio head units, and associated equipment enclosure 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 15300.2 apply.

PROJECT MANAGER: Simon Tse

MAILING ADDRESS: 1222 First Avenue, MS 501, San Diego, CA 92101



THE CITY OF SAN DIEGO

PHONE NUMBER / EMAIL: (619) 687-5984/STse@sanidiego.gov

On May 27, 2016, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (June 13, 2016). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD	
Posted	<u>MAY 26 2016</u> <i>mc</i>
Removed	<u>JUN 14 2016</u>
Posted by	<u><i>Myra</i></u>



Sep 30, 2016 12:16 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$60.00

PAGES: 16

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES

WHEN RECORDED MAIL TO

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

INTERNAL ORDER NUMBER: 24005456

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLANNED DEVELOPMENT PERMIT (PDP) NO. 1717655
NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) NO. 1717654
SPRINT SKYLINE POLICE DEPARTMENT PROJECT NO. 402780
PLANNING COMMISSION

This PDP No. 1717655 and NDP No. 1717654 are granted by the Planning Commission of the City of San Diego to the **City Of San Diego**, Owner, and **Sprint**, Permittee, pursuant to San Diego Municipal Code [SDMC] sections 126.0404, 126.0604, 131.0531, and 141.0420. The 0.42-acre site is located at 7222 Skyline Drive, in the CN-1-2 Zone within the Skyline Paradise Hills Community Plan. The project site is legally described as Lot 17 of Skyline Hills No. 1 in the City of San Diego, Map thereof No. 4053 filed in the Office of the County excepting the portion lying easterly of a line drawn parallel with the 155.00 feet westerly at right angles from that course in the easterly line of said Lots described as north 01°52'40" east, 126.53 feet.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee for a Wireless Communication Facility (WCF) consisting of a 48-foot-tall faux-eucalyptus tree, described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated July 21, 2016, on file in the Development Services Department.

The project shall include:

- a. A WCF consisting of a 48-foot-tall faux-eucalyptus tree supporting 12 panel antennas (72" by 12.5" by 7.1"), 24 remote radio head units, one 24-inch diameter microwave dish, and one existing 269-square-foot equipment building containing six equipment cabinets and other associated components;
- b. Every aspect of this project is considered an element of concealment including (but not limited to) the dimensions, build, scale, color, materials and texture. Any future modifications to this permit/project must not defeat concealment.
- c. Removal of three existing antennas and the associated flagpoles;
- d. Deviation to SDMC Section 131.0531 to exceed the CN-1-2 zone height limit of 30-feet by 18 feet;

- e. Installation of two 24-inch box Paper Bark trees;
- f. Landscaping (planting, irrigation and landscape related improvements);

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 **August 4, 2019**.
2. This PDP and NDP and corresponding use of this site shall expire on **August 4, 2026**. 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 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 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 Permittee shall secure all necessary building permits. The 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 Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

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 Owner/Permittee.

ENGINEERING REQUIREMENTS:

14. This project proposes to export 14.5 cubic yards of material from the project site. All export material shall be discharged into a legal disposal site. The approval of this project does not allow the onsite processing and sale of the export material unless the underlying zone allows a construction and demolition debris recycling facility with an approved Neighborhood Use Permit or Conditional Use Permit per LDC Section 141.0620(i).

15. 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.

16. 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.

17. 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:

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

19. Prior to the issuance of a construction permit, the Permittee shall submit landscape construction documents in accordance with the Landscape Standards and to the satisfaction of the Development Services Department. All plans shall be in substantial conformance to this Permit and Exhibit "A" on file in the office of Development Services Department.

20. Prior to the activation of WCF, it shall be the responsibility of the Permittee to install all required landscape and obtain all required landscape inspections.

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

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

23. Any required planting that dies within three years of installation shall be replaced within 30 calendar days of plant death with the same size and species of plant material shown on the approved plan to the satisfaction of the Development Services Department.

PLANNING/DESIGN REQUIREMENTS:

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

25. All proposed hand-holes shall be covered with bark material to match the faux-eucalyptus trunk to the satisfaction of the Development Services Department.

26. All coaxial conduits shall be routed up through the caisson and into the tree to the satisfaction of the Development Services Department. Cable enclosures (referred to as "doghouses") are not permitted.

27. The faux-eucalyptus branches shall extend a minimum of 24-inches beyond the length of the face of the proposed antennas to the satisfaction of the Development Services Department.

28. The faux-eucalyptus starting branch height shall be no lower than 18-feet, six-inches, as illustrated on the stamped, approved Exhibit "A," and the total branch count shall be no less than 135-branches.

29. All exposed cables, brackets and supports shall be painted to match the faux tree foliage to the satisfaction of the Development Services Department.

30. Radio-frequency transparent "socks" fully covering the front and back of the antennas (and any other components) shall be installed by Permittee.

31. No overhead cabling is allowed for this project.

32. Exposed mounting apparatus (mounting arms/pipes) shall be removed by Permittee and shall not remain on the faux-eucalyptus absent antennas.

33. Prior to issuance of construction permits, the Permittee shall obtain approval from Development Services for the Eucalyptus tree vendor. Additionally, the Permittee is required to provide color samples of the faux tree prior to Building Permit issuance. This is to ensure that the proposed faux tree integrates with the surrounding landscape. Staff will pre-approve the color sample prior to Building Permit issuance. The exact faux tree color exhibit will be used during the FINAL INSPECTION. The color approved by Planning Staff must be identical to the as-built faux tree.

34. Faux trees rely on existing and/or proposed trees to integrate with the surroundings. Additional trees may be required by Permittee, to effectively integrate the faux tree, to the satisfaction of the Development Services Department.
35. The 24-inch diameter microwave dish shall be removed if it is determined during final inspection that the installation defeats the concealment element. To preserve the concealment element, the microwave dish must be appropriately and respectfully located and camouflaged from views in accordance with the WCF regulations and to the satisfaction of the Development Services Department.
36. All facilities and related equipment shall be: maintained in good working order; free from trash, debris, graffiti; and designed to discourage vandalism by Permittee. Any damaged equipment shall be repaired or replaced by Permittee within thirty (30) calendar days of notification by the City of San Diego.
37. The 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.
38. The photo simulation(s) in color 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."
39. 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:

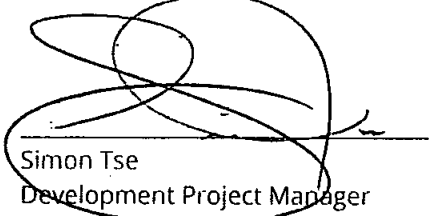
- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Please note that a **Telecom Planning Inspection Issue** will be placed on the project prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at **(619) 687-5984** to schedule an inspection of the completed facility. Please schedule this administrative inspection at least five working days ahead of the requested Final Inspection date.
- Per LDC §59.5.0404 Construction Noise (a), It shall be unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays as specified in Section 21.04 of the San Diego Municipal Code, with exception of Columbus Day and Washington's Birthday, or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or

offensive noise unless a permit has been applied for and granted beforehand by the Noise Abatement and Control Administrator.

- 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 Planning Commission of the City of San Diego on July 21, 2016 and Approved Resolution Number 4793-PC.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT


Simon Tse
Development Project Manager

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

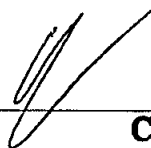
**The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of
this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.**

CITY OF SAN DIEGO

Owner

By

NAME
TITLE



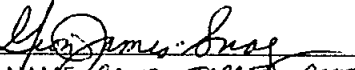
Cybele Thompson
Director, Real Estate Affairs

SPRINT

Permittee

By

NAME


GLORIA JAMES-SANCHEZ

TITLE SPRINT SITE DEVELOPMENT MANAGER

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

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Sept 19, 2016 before me, S. Anthony, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Simon Tse
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 S. Anthony
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Permit Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §1189

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 September 26, 2016 before me, Teresa Dolores Morse, Notary Public,
Date Here Insert Name and Title of Officer

personally appeared Cybele Thompson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____

Laura Salovey Morse

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 September 9, 2016 before me, Maegan Danielle Murphy, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Glenn James Suarez
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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ORIGINAL

PLANNING COMMISSION
RESOLUTION NO. 4793-pC
PLANNED DEVELOPMENT PERMIT (PDP) NO. 1717655
NEIGHBORHOOD DEVELOPMENT PERMIT (NDP) NO. 1717654
SPRINT SKYLINE POLICE DEPARTMENT PROJECT NO. 402780

WHEREAS, **CITY OF SAN DIEGO**, Owner and **SPRINT**, Permittee, filed an application with the City of San Diego for a permit to modify an existing Wireless Communication Facility (WCF) that consists of the removal of three flag-mounted antennas and the associated flagpoles and the installation of a 48-foot-tall faux-eucalyptus tree with 12 antennas, one microwave dish and 24 remote radio head units. The equipment associated with this project will continue to operate inside the existing 268-square foot equipment building (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permits), on portions of a 0.42-acre-site;

WHEREAS, the project site is located at 7222 Skyline Drive in the CN-1-2 zone of the Skyline Paradise Hills Community Plan;

WHEREAS, the project site is legally described as Lot 17 of Skyline Hills No. 1 in the City of San Diego, Map thereof No. 4053 filed in the Office of the County excepting the portion lying easterly of a line drawn parallel with the 155.00 feet westerly at right angles from that course in the easterly line of said Lots described as north 01°52'40 east, 126.53 feet.

WHEREAS, on July 21, 2016, the Planning Commission of the City of San Diego considered PDP No. 1717655 and NDP No. 1717654 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on May 27, 2016 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; NOW THEREFORE,

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

That the Planning Commission adopts the following written Findings, dated July 21, 2016.

FINDINGS:

Planned Development Permit Approval - Section 126.0604

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

The Skyline Paradise Hills Community Plans relies on the City of San Diego General Plan for design requirements related to wireless facilities. Specifically, under the Urban Design Element UD-A.15, wireless facilities are required to minimize all visual impacts. Consistent with the General Plan, Sprint's WCF consists of 12 antennas mounted on a 48-foot-tall faux-

eucalyptus tree. The antennas will be covered with antenna socks and the tree will be designed with a high density branch count. Sprint is proposing to add two 24-inch box Paper Bark trees to integrate the WCF into the surrounding area. Branches are required to extend a minimum of 24 inches beyond the length of the antennas in order to provide adequate concealment of the antennas and associated components. The WCF shall result in an aesthetically pleasing design that will be respectful of the neighborhood context consistent with the General Plan requirement to minimize visual impacts. Therefore, the project will not adversely affect the applicable land use plan.

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

The project was determined to be categorically exempt from the California Environmental Quality Act pursuant to Section 15303 (New Construction or Conversion of Small Structures). This project is not pending an appeal of the Environmental Determination. The environmental exemption determination for this project was made on May 27, 2016 and the opportunity to appeal that determination ended June 13, 2016.

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, including the requirement to obtain building permits which require compliance with the applicable building, fire, mechanical and plumbing codes and State and Federal disability access laws.

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) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." Sprint submitted an Electro-Magnetic Emission Analysis, which concluded that the project complies with FCC RF standards. Therefore, the project will 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 regulations of the Land Development Code including any proposed deviations pursuant to Section 126.0602(b)(1) that are appropriate for this location and will result in a more desirable project than would be achieved if designed in strict conformance with the development regulations of the applicable zone, and any allowable deviations that are otherwise authorized pursuant to the Land Development Code.

LDC Section 141.0420 requires all WCF to utilize the smallest, least visually intrusive antennas, components and other necessary components. The applicant is required to use all reasonable means to conceal or minimize the visual impacts of WCF through integration using architecture, landscape, and siting solutions.

Sprint's WCF design consists of 12 antennas and 24 remote radio head units mounted on a new 48-foot-tall faux-eucalyptus tree. The faux-eucalyptus tree will employ a heavy branch density and the branches will maintain a minimum 24-inch extension for the length of the antennas. All exposed mounting apparatus will be painted to match the tree foliage to minimize the visibility and to establish a realistic tree appearance. Two 24-inch box Paper Bark trees will also be installed directly in front of the proposed faux-eucalyptus tree for integration and added screening. The deviation to exceed the 30-foot height limit in the CN-1-2 zone can be supported with a PDP after considering the location of the proposed faux-eucalyptus tree and the surrounding mature landscaping. The 48-foot-tall faux-eucalyptus tree integrates with the surrounding landscaping and will allow Sprint to maintain their coverage and add capacity. The top of the antennas will be located at 45 feet allowing three additional feet of branches to account for additional screening. This will also reduced the appearance of a topped tree. Reducing the overall height to 30 feet to comply with the CN-1-2 zone would significantly impact Sprint's coverage and their network performance and may result in additional fill-in sites within the residential community. Therefore, the proposed height deviation will result in a more desirable project with a design that integrates with the surrounding environment and would reduce the need for additional wireless facilities within the surrounding residential communities.

An NDP is also required for the continued operation of the existing equipment enclosure that exceeds 250 square feet pursuant to LDC Section 141.0420(g)(3). The existing equipment enclosure (268 square feet) is well designed and secured with a chain-link lid. Screening the enclosure with existing and proposed landscaping is required as part of this application.

The project is located in a Preference 1 location in accordance with Council Policy 600-43 which is the most preferred location. The proposed height deviation will result in a more desirable project with a fully integrated faux-eucalyptus tree in an area with mature trees and would reduce the need for additional sites within the surrounding area. Therefore, the proposed Sprint WCF , as designed and located, complies with the regulations as it will be minimally visible through the use of architecture, landscape and siting solutions, and will comply with the applicable regulations of the LDC with the exception of the height deviation for the CN-1-2 zone.

Neighborhood Development Permits Approval – Section 126.0404

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

The Skyline Paradise Hills Community Plans relies on the City of San Diego General Plan for design requirements related to wireless facilities. Specifically, under the Urban Design Element UD-A.15, wireless facilities are required to minimize all visual impacts. Consistent with the General Plan, Sprint's WCF consists of 12 antennas mounted on a 48-foot-tall faux-eucalyptus tree. The antennas will be covered with antenna socks and the tree will be designed with a high density branch count. Sprint is proposing to add two 24-inch box Paper Bark trees to integrate the WCF into the surrounding area. Branches are required to extend a minimum of 24 inches beyond the length of the antennas in order to provide adequate concealment of the antennas and associated components. The WCF shall result

in an aesthetically pleasing design that will be respectful of the neighborhood context consistent with the General Plan requirement to minimize visual impacts. Therefore, the project will not adversely affect the applicable land use plan.

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

The project was determined to be categorically exempt from the California Environmental Quality Act pursuant to Section 15303 (New Construction or Conversion of Small Structures). This project is not pending an appeal of the Environmental Determination. The environmental exemption determination for this project was made on May 27, 2016 and the opportunity to appeal that determination ended June 10, 2016.

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, including the requirement to obtain building permits which require compliance with the applicable building, fire, mechanical and plumbing codes and State and Federal disability access laws.

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) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." Sprint submitted an Electro-Magnetic Emission Analysis, which concluded that the project complies with FCC RF standards. Therefore, the project will 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.

LDC Section 141.0420 requires all WCF to utilize the smallest, least visually intrusive antennas, components and other necessary components. The applicant is required to use all reasonable means to conceal or minimize the visual impacts of WCF through integration using architecture, landscape, and siting solutions.

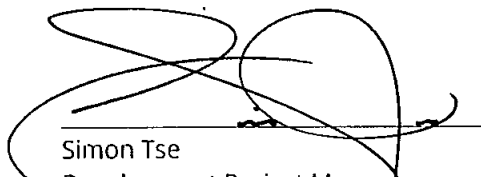
Sprint's WCF design consists of 12 antennas and 24 remote radio head units mounted on a new 48-foot-tall faux-eucalyptus tree. The faux-eucalyptus tree will employ a heavy branch density and the branches will maintain a minimum 24-inch extension for the length of the antennas. All exposed mounting apparatus will be painted to match the tree foliage to minimize the visibility and to establish a realistic tree appearance. Two 24-inch box Paper Bark trees will also be installed directly in front of the proposed faux-eucalyptus tree for integration and added screening. The deviation to exceed the 30-foot height limit in the CN-1-2 zone can be supported with a PDP after considering the location of the proposed faux-eucalyptus tree and the surrounding mature landscaping. The 48-foot-tall faux-eucalyptus

tree integrates with the surrounding landscaping and will allow Sprint to maintain their coverage and add capacity. The top of the antennas will be located at 45 feet allowing three additional feet of branches to account for additional screening. This will also reduced the appearance of a topped tree. Reducing the overall height to 30 feet to comply with the CN-1-2 zone would significantly impact Sprint's coverage and their network performance and may result in additional fill-in sites within the residential community. Therefore, the proposed height deviation will result in a more desirable project with a design that integrates with the surrounding environment and would reduce the need for additional wireless facilities within the surrounding residential communities.

An NDP is also required for the continued operation of the existing equipment enclosure that exceeds 250 square feet pursuant to LDC Section 141.0420(g)(3). The existing equipment enclosure (268 square feet) is well designed and secured with a chain-link lid. Screening the enclosure with existing and proposed landscaping is required as part of this application.

The project is located in a Preference 1 location in accordance with Council Policy 600-43 which is the most preferred location. The proposed height deviation will result in a more desirable project with a fully integrated faux-eucalyptus tree in an area with mature trees and would reduce the need for additional sites within the surrounding area. Therefore, the proposed Sprint WCF , as designed and located, complies with the regulations as it will be minimally visible through the use of architecture, landscape and siting solutions, and will comply with the applicable regulations of the LDC with the exception of the height deviation for the CN-1-2 zone.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, PDP No. 1717655 and NDP No. 1717654 are hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in PDP No. 1717655 and NDP No. 1717654, a copy of which is attached hereto and made a part hereof.



Simon Tse
Development Project Manager
Development Services

Adopted on: July 21, 2016

IO#: 24005456