



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

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

**At
6770 Aviation Drive, San Diego, CA 92114
(Encanto Reservoir)**

CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE

This CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless ("LESSEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY and approval by the San Diego City Attorney ("Effective Date").

RECITALS

A. CITY owns certain real property commonly known as Encanto Reservoir, located at 6770 Aviation Drive, San Diego, CA 92114 in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. LESSEE and CITY are parties to that certain City of San Diego Flat Rate Lease dated September 30, 1995 ("Existing Lease"), pursuant to which LESSEE leases ground space (the "Site") for the operation of a communications facility. The Existing Lease expired on February 29, 2016 and LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to operate and maintain LESSEE's wireless communications facility at the Site and to make certain modifications thereto, all as described and depicted in the Site plans attached hereto as Exhibit B and incorporated herein by reference (the "Site Plans").

C. LESSEE and the CITY desire to establish their respective rights and responsibilities for LESSEE's continued operation of its 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" - includes but is not limited to, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources, and related fixtures more particularly described in Exhibit B.
- 1.2. "Hazardous Substances" - those hazardous substances listed by the Environmental Protection Agency ("EPA") in regularly released reports, and any other substances incorporated into the State of California's list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "CITY Contact" means the CITY's Water System Tech. Supervisor or designee. For purposes of this Lease, the CITY contact is currently Carl Gross, who can be contacted at (619) 527-7627.

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, as modified hereunder.
- 2.2. Access to Site. Unless otherwise provided in Exhibit G Section F, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Premises on a 24-hour, non-exclusive basis to access the Site.
- 2.3. Memorandum of Lease. Upon LESSEE's request, CITY shall execute and deliver to LESSEE a "Memorandum of Lease," substantially in the form attached hereto as Exhibit C, which LESSEE may record in the Office of the San Diego County Recorder.
- 2.4. Temporary Equipment. As of the Effective Date, LESSEE shall be permitted to operate that certain temporary communications equipment ("Temporary Equipment") described and depicted on Exhibit B attached hereto until such time as LESSEE commences operating the Communications Equipment ("Operations Commencement"). Within sixty (60) days after Operations Commencement, LESSEE shall remove the Temporary Equipment from the Premises.

3. USES.

LESSEE shall use the Site solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, maintaining, operating, and removing, all at LESSEE's sole cost and expense, LESSEE's Communications Equipment ("LESSEE's Operations").

- 3.1. Primary Purpose of Premises. The primary purpose of the Premises is to allow the CITY to protect the public health and safety, and 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.
- 3.2. 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, in each instance, which consent shall be in the CITY's sole discretion.
- 3.3. 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).
- 3.4. Continuous Use. LESSEE shall continuously occupy and use the Site throughout the "Term" (defined below) of this Lease. Failure to continuously occupy and use the Site shall constitute a default of this Lease, whereby CITY may, in its sole discretion, terminate this Lease immediately upon written notice to LESSEE.
- 3.5. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease. Notwithstanding any other provision of this Lease to the contrary, upon such default, CITY may, in its sole discretion, terminate this Lease immediately upon written notice to LESSEE.

- 3.6. No Limitation. Nothing contained in this Lease shall be construed as a limitation, restriction or prohibition against CITY entering into agreements with other parties regarding the use of the Premises, provided that such other use does not interfere with LESSEE's use of the Site.

4. TERM.

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. "Lease Year" shall mean each twelve (12) month period during the Term, commencing on the month and day of the Effective Date and continuing to the same month and day of the following year, minus one (1) calendar day.

- 4.1. Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this Lease 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. 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 to CITY rent in the amount of \$36,479.52 (Thirty-Six Thousand Four Hundred Seventy-Nine Dollars and Fifty-Two Cents) for the first year of this Lease, in advance, which amount shall be subject to (1) annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter for Lease years two through five; and (2) market rate adjustments pursuant to appraisals for Lease Years six through ten ("Rent"), as follows:

Lease Year Two	\$37,756.30
Lease Year Three	\$39,077.77
Lease Year Four	\$40,445.49
Lease Year Five	\$41,861.08
Lease Years Six – Ten	Rent subject to Market Rent Adjustment by Appraisal and subsequent percentage increases as provided below.

The above Rent schedule reflects an annual rent escalation equal to three and one-half percent (3.5%) above the annual Rent for each preceding Lease Year. For the sixth through the tenth

Lease Years, the Rent may be adjusted upward pursuant to the "Market Rent Adjustments by Appraisal" section, below.

- 5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the annual Rent for the sixth Lease Year shall be adjusted to equal the then existing market Rent as determined by an appraisal, which adjustment shall be effective as of the first day of the sixth Lease Year ("Adjustment Date"). Such appraisal shall be performed by a staff appraiser of CITY's Real Estate Assets Department ("READ") or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases ("Qualified Appraiser") and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Site, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, LESSEE shall continue to pay Rent in accordance with the then-existing Lease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by LESSEE to CITY within thirty (30) calendar days after determination of the new rental rate. In no event shall the adjusted Rent be less than the Rent in effect immediately prior to the Adjustment Date. Once adjusted, the annual Rent shall increase on each anniversary of the Adjustment Date by an amount equal to three and one-half percent (3.5%) of the annual Rent paid in the preceding Lease Year. In lieu of the above adjustment to market rent, CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the Rent for each year of the remaining five (5) Lease Years shall be set at three and one-half percent (3.5%) above the annual Rent for each preceding Lease Year.
- 5.2. Time and Place of Payment. Rent is due annually in advance on or before the first day of each Lease Year. All Rents required by this Lease shall be made payable to the City Treasurer and mailed to:

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

or hand delivered to:

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

LESSEE shall include CITY's customer account number for LESSEE on the Rent payment so CITY can apply the Rent to the appropriate account. LESSEE's failure to include said customer account number may result in LESSEE's payment not being timely applied to LESSEE's account and the application of late payment

charges. LESSEE assumes all risk of loss and responsibility for all fees and/or penalties for its failure to include said customer account number with its payment. The place of payment may be changed at any time by CITY upon thirty (30) calendar days prior written notice to LESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 5.3. Invoicing Courtesy. CITY may invoice LESSEE for amounts payable under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount payable under this Lease.
- 5.4. Delinquent Rent. If LESSEE fails to pay Rent when due, LESSEE shall pay, in addition to the unpaid Rent, five percent (5%) of the delinquent Rent. If the Rent is still unpaid at the end of fifteen (15) calendar days past due, LESSEE shall pay an additional five percent (5%) (being a total of ten percent (10%)), which is agreed by the Parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of Rent be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE's default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.
- 5.5. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site available to CITY for inspection at a reasonable location and time so that CITY can determine LESSEE'S compliance with this Lease. LESSEE's failure to keep and maintain records and make them available for inspection by CITY shall be a default of this Lease. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease. This section shall survive the expiration or earlier termination of this Lease.

6. QUIET POSSESSION.

LESSEE, paying the Rent and performing its obligations under this Lease, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Site. If during the Term, LESSEE is temporarily dispossessed through action or claim of a title superior to CITY's, this Lease shall not be voided thereby, and CITY shall not be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated by CITY, in writing, a proportionate reduction of the Rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Site.

7. INSURANCE

LESSEE shall obtain and maintain throughout the Term of this Lease, at its sole cost and expense, all insurance required by this Lease. LESSEE's liabilities under this Lease, including without limitation LESSEE's indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. LESSEE's maintenance of the required insurance coverage is a material consideration for this Lease.

Notwithstanding any provision of this Lease to the contrary, if LESSEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, LESSEE shall be in default of this Lease. LESSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. LESSEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):

- (a) Commercial General Liability Insurance ("CGL") 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 bodily injury, including death, and property damage with limits of at least Five Million Dollars (\$5,000,000) per occurrence and general aggregate of Five Million Dollars (\$5,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.
- (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease.
- (c) Workers' Compensation Insurance, as required by applicable laws, for all of LESSEE's employees who are subject to this Lease, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.

7.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by LESSEE or on LESSEE's behalf; (b) LESSEE's products; (c) LESSEE's work, including without limitation LESSEE's completed operations performed by LESSEE or on LESSEE's behalf; or (d) the Premises.

7.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, and representatives as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected

officials, officers, employees, and representatives shall be in excess of LESSEE's insurance and shall not contribute to it.

- 7.1.3 Severability of Interest. Each policy shall 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.
- 7.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may 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 (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
- 7.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of LESSEE. LESSEE shall provide CITY with a letter ("Verification Letter") confirming that LESSEE's parent company has a net worth of at least \$100,000,000, which Verification Letter shall be provided to CITY within thirty (30) days after this Lease is fully executed. Thereafter, LESSEE shall provide Verification Letter on or before each annual anniversary of the Effective Date.
- 7.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease. LESSEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, LESSEE shall immediately obtain replacement insurance as soon as possible.
- 7.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.
- 7.1.8 Accident Reports. LESSEE shall immediately, or as soon as practicable and not more than 48 hours after LESSEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Premises or

otherwise related to the Allowed Uses. 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.

- 7.1.9 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 Allowed Uses of the Premises under this Lease or the Premises in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

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 and its suitability for LESSEE's Operations. LESSEE acknowledges and agrees that LESSEE is not relying on any representation by CITY as to the condition of the Site or its suitability for LESSEE's Operations, and 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, that CITY has performed all work with respect to the Site that is necessary and/or required by this Lease, and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Site. LESSEE accepts and assumes all risk of harm to all persons and property, including without limitation, LESSEE's employees, from and defects within the Site, and shall be solely responsible therefor. 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 the 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. CITY may, in its sole discretion, authorize changes to the Site Plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with the Fire Department and READ. LESSEE's failure to comply with the approved Site Plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

- 10.1. Improvements. Other than as approved by the Site Plans depicted in **Exhibit B**, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site, including modifications that are considered "eligible facilities" under Section 6409 of the Middle Class Tax Relief and Job Creation Act, now codified at 47 U.S.C. §1455 (with the exception of necessary maintenance and/or repairs to LESSEE's Communications Equipment that do not include swapping out or replacing any of the Communications Equipment) without

CITY's prior written consent, which consent shall be in CITY's sole discretion. LESSEE shall not make structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY's prior written consent, which consent shall be in CITY's sole discretion. CITY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations required by and/or related to LESSEE's Operations or the presence of the Communications Equipment.

- 10.2. Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance 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. The provisions of this Section 10 shall not 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 caused by LESSEE's Operations.

11. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management of the Site for LESSEE's Operations to the reasonable satisfaction of CITY. For purposes of this Section 11, "competent management" shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a fiscally responsible manner and in accordance with industry standards.

12. COMPLIANCE WITH LAWS AND POLICIES.

- 12.1. General. LESSEE's Operations shall, at all times in the construction, maintenance, occupancy and operation of the Communications Equipment, comply with all applicable laws, rules, regulations, and requirements of competent legal authority at LESSEE's sole cost and expense. LESSEE shall comply with any and all notices issued by CITY or other governmental agency under the authority of all current or future laws, statutes, ordinances, or regulations. LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.

12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE's Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

12.3. Water Quality Assurances. The CITY and 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 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 LESSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, LESSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

12.4. 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 required by the San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease.

12.5. 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.

12.5.1. 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.

12.5.2. 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. TELECOMMUNICATIONS PROVISIONS.

13.1. Entire Installation. LESSEE represents and warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation, which LESSEE shall update from time to time when any changes to the Communications Equipment are made, or within thirty (30) calendar days after CITY's demand for such an

update. No changes to the Communications Equipment shall be made without first obtaining written approval by CITY.

- 13.2. Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Site, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any areas 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 defend and hold CITY harmless for any liabilities, fines, or other penalties claimed or imposed against CITY that result from the existence of excessive 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, fines, or other penalties claimed or imposed against the CITY arising from 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). Any equipment installed on the Site may, at times, require shutdown to allow maintenance on antenna structures. LESSEE shall allow shutdown periods when required for such maintenance, provided CITY uses reasonable efforts to ensure that the shutdowns do not occur during peak hours of operation. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. LESSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. LESSEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days before the change.
- 13.3. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D attached hereto; which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or RF interference with any CITY-authorized equipment on the Premises.
- 13.4. Industry Standards. LESSEE shall perform all of LESSEE's Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on CITY property shall comply with the following supplemental requirements:
 - 13.4.1. LESSEE shall remove all of its trash and debris from the Site and/or Premises caused by LESSEE at the end of each workday and upon completion of a project;

- 13.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
- 13.4.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and
- 13.4.4. 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.
- 13.5. Collocation. If the Site is a shared site, LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) located on the Premises without CITY's prior written consent.
- 13.6. Interference with CITY Operations or Public Use. LESSEE's Operations shall not interfere with CITY operations or unreasonably interfere with the public use of CITY-owned property.
- 13.7. Site Access and Security. If the Site is located on Water Department property, LESSEE shall comply with the procedures described in Exhibit G, which may be updated from time to time in CITY's sole discretion. LESSEE's failure to comply with such procedures shall be a default of this Lease.

14. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Site and/or Premises. 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 is damaged by any cause that puts the Site into a condition which is not decent, safe, healthy, and sanitary, or if the remainder of the Premises is damaged by any cause related to LESSEE's Operations that puts the Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall immediately notify CITY of said damage, and shall, unless CITY states otherwise, make, or cause to be made, full repair of the damage and restore the Site and/or Premises to the condition which existed immediately 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 thirty (30) calendar days after the occurrence of the fire or damage, and shall complete such required repairs and/or restoration within ninety (90) calendar days after such occurrence, provided that any and all governmental approvals, permits and licenses have been obtained for such repairs and/or restoration. Failure to timely repair damage to the Site will be considered a default under this Lease.

15. 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.

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

- 15.6 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.

16. SIGNS.

LESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises or Site without CITY's prior written consent, in each instance, which consent shall be in CITY's sole discretion. If any such unauthorized item is found on the Premises or Site, LESSEE shall remove the item(s) 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 remove the item(s) at LESSEE's cost and expense. LESSEE shall comply with all laws requiring the posting of signs at the Site. All signs posted must be clearly marked and must, at a minimum, indicate LESSEE's name and emergency telephone number.

17. 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 above in regards to Landscaping.

17.1. 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.

17.2. 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.

18. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY's interest in the Site, or to inspect the operations conducted on the Site. If CITY's entry or inspection discloses that the Site is 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 is not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY's opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this Section shall not create any obligation on CITY or increase CITY's obligations elsewhere in this Lease.

19. UTILITIES.

LESSEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with LESSEE's Operations. All utilities on the 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.

20. 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 interest. LESSEE shall pay all such possessory interest taxes. LESSEE's payment of taxes, fees, and assessments shall not reduce any Rent due CITY.

21. SUPERIOR INTERESTS.

This Lease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights-of-way pertaining to the 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.

22. ENCUMBRANCES.

Only with CITY's prior written consent in each instance, which consent shall be in CITY's sole discretion, and upon the condition that LESSEE apply any 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.

22.1. Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE's wireless communication facilities on the 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.

22.2. 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.

22.3. Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the approved mortgagee or beneficiary as the "LESSEE" under this Lease, with all

rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.

- 22.4. Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY's review and approval, which may not be unreasonably withheld.
- 22.5. Liens. LESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with LESSEE's use, improvement, alteration, maintenance, or repair of the 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.

23. ASSIGNMENT AND SUBLETTING.

23.1. Assignment.

- 23.1.1. For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this Lease by LESSEE or by any partners, principals, or controlling shareholders of LESSEE, and, if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE's general partners, principals, or controlling shareholders.
- 23.1.2. LESSEE shall not assign this Lease, or any interest in this Lease, without CITY's prior written consent, which consent shall be in CITY's sole discretion. LESSEE shall not assign this Lease, or any interest in this Lease, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.
- 23.1.3. CITY's consent to any Assignment pursuant to Section 23.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired.
- 23.1.4. LESSEE shall not permit any person (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.

- 23.1.5. Consent by CITY to any Assignment of this Lease pursuant to Section 23.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
- 23.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE's interest herein by operation of law, without CITY's prior written consent.
- 23.1.7. Any Assignment of this Lease, or any use or occupancy of the Site and/or Premises by any other person or entity, in violation of the foregoing provisions (Sections 23.1.1 through 23.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.
- 23.2. Subletting. LESSEE shall not sublet, in whole or in part, the Site, or any right or appurtenant privilege to the Site, without the prior consent of the CITY, which shall be within CITY'S sole discretion, and shall be contingent upon the CITY receiving fifty-percent (50%) of any income received by LESSEE as a result of the sublease. Any subletting, in whole or in part, of the Site, without the CITY'S prior written consent, shall be void and shall be a default of this Lease, and CITY may thereupon terminate this Lease.
- 23.2.1. Existing Sublease. City hereby acknowledges and consents to the sublease and current use and occupancy of the Site by **San Diego Trolley, Inc.** ("SUBLESSEE"). The use and occupancy of the Site by SUBLESSEE is subject to all terms and conditions of this Lease. The sublease will be and shall remain subject and subordinate to this Lease, as may be amended from time to time. If there is a conflict between the sublease and this Lease, the terms, conditions, and obligations of this Lease shall control. CITY'S consent to the sublease with SUBLESSEE shall be subject to the following terms and conditions:
- 23.2.1.1 The sublease shall not release LESSEE from any liability, whether past, present, or future, under this Lease as to the Site or any portion thereof;
- 23.2.1.2 The sublease shall not authorize any additional uses of the Site, or allow additional Communications Equipment be installed on the Site, which are not authorized in this Lease;
- 23.2.1.3 The sublease shall not alter the primary liability of LESSEE to pay the rent and perform all of LESSEE's obligations under this Lease;
- 23.2.1.4 The sublease shall not be construed as a waiver of CITY'S right to consent to any proposed sublease or agreement after the date hereof by LESSEE under this Lease, or as a consent to any portion of the Site in the sublease being used or occupied by any other party;
- 23.2.1.5 The sublease shall not grant any rights to the SUBLESSEE

- greater than those rights granted to LESSEE under this Lease;
- 23.2.1.6 The sublease shall not require CITY to recognize SUBLESSEE in the event of a default in the Lease by LESSEE;
- 23.2.1.7 The sublease shall not enlarge or in any manner increase CITY'S obligations or duties under this Lease;
- 23.2.1.8 The sublease shall not create obligations or costs to CITY with regard to the sublease;
- 23.2.1.9 The sublease shall not modify, waive, amend, or otherwise affect any provision of this Lease;
- 23.2.1.10 The CITY shall be entitled to fifty-percent (50%) of all income LESSEE is entitled to as a result of the sublease, regardless of whether it is received or not.
- 23.2.1.11 The sublease shall not be deemed to be any type of obligation by CITY to LESSEE, SUBLESSEE or to any governmental agent, board, commission, or agency with regard to any other action relating to SUBLESSEE'S occupancy, use, or maintenance of any portion of the Site or improvements thereon;
- 23.2.1.12 Prior to LESSEE allowing SUBLESSEE'S use or occupancy of the Site, LESSEE shall cause to be filed with the CITY, a copy of the certificates of insurance demonstrating that SUBLESSEE is in compliance with all of the insurance requirements in Section 7 above, which shall name LESSEE and the "City of San Diego, its elected officials, officers, representatives, agents, and employees, as additional insureds for the entire term of the sublease agreement. CITY reserves the right to request, and LESSEE shall provide upon request, a copy of the policy of insurance if so requested.
- 23.2.1.13 SUBLESSEE 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 SUBLESSEE'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 SUBLESSEE'S occupancy, use, development, maintenance, or restoration of the Site, including damages arising out of the release of Hazardous Substances, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that SUBLESSEE'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, SUBLESSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

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

24. INDEMNIFICATION.

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, and invitees, 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 costs and expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that LESSEE's duty to indemnify and hold harmless shall not include any 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 of the costs related thereto, including without limitation reasonable attorney fees and costs.

25. OTHER GOVERNMENTAL ACTIONS.

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

26. CITY'S RESERVATION OF RIGHTS.

- 26.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Site.
- 26.2. Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Site for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 26.3. 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.

27. REASSIGNMENT OF SPACE.

At any time during the Term, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Reassignment Space").

- 27.1. Timing and Costs. LESSEE shall remove its Communications Equipment from the Site within ninety (90) calendar days after written notice that CITY is reassigning LESSEE. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.
- 27.2. Physical Relocation of Equipment. The physical removal and installation of all or any part of LESSEE's Communications Equipment shall only be done by LESSEE or LESSEE's contractors.
- 27.3. Broadcast and/or Receiving Capability. CITY shall use its best efforts to ensure continuous, uninterrupted broadcast, and/or receiving capability during any conversion, including the installation and operation by LESSEE of a CITY-approved temporary wireless communication facility at a different location.
- 27.4. No Agreement. If CITY and LESSEE are unable to agree on an acceptable Reassignment Space, then LESSEE or CITY may terminate this Lease upon thirty (30) calendar days prior written notice to the other party, without further obligation thereto.
- 27.5. Site Redefined. After a reassignment and relocation as provided in this Section 27, the Site shall be redefined to be the Reassignment Space. CITY and LESSEE agree that "as built" drawings of the Reassignment Space, including any access and utility easements, may be prepared by a licensed architect at LESSEE's sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 32.11 below) to include a full description of the Reassignment Space and the new "as built" drawings. Except as expressly provided in this section, any such reassignment and relocation shall not alter, modify, or otherwise change any of the terms or conditions of this Lease.

28. EMINENT DOMAIN.

If all or part of the 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:

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.
- 28.4. Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE's then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- 28.5. Transfer. CITY may transfer CITY's interests in the 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.
- 28.6. No Inverse Condemnation. CITY's exercise of any right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

29. DEFAULT AND REMEDIES.

- 29.1. Default. Each of the following shall constitute an event of default under this Lease:
 - 29.1.1. LESSEE's failure to make any payment required under this Lease when due, if the failure continues for five (5) calendar days past due following written notice of the failure by CITY;
 - 29.1.2. LESSEE's breach of any of its obligations under this Lease, other than those requiring payment to CITY, and LESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY; or, (ii) if such breach is not curable within thirty (30) calendar days, fails to

commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;

- 29.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;
- 29.1.4. LESSEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) calendar days of filing;
- 29.1.5. LESSEE is adjudicated a bankrupt;
- 29.1.6. LESSEE makes a general assignment for the benefit of creditors; and
- 29.1.7. LESSEE uses the Site for any unauthorized purpose.

29.2. Remedies.

- 29.2.1. General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this Section 29 in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.
- 29.2.2. For Monetary Default. Upon LESSEE's default for nonpayment under Section 29.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the 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.
- 29.2.3. For Non-Monetary Default. Upon LESSEE's default based upon Sections 29.1.2 through 29.1.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming rights through LESSEE to the 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 29.1.2 through 29.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.
- 29.2.4. CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:
 - 29.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
 - 29.2.4.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any,

that LESSEE affirmatively proved could have been reasonably avoided; plus

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

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

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

- 29.3.1.1. CITY may correct the default and charge the costs incurred to LESSEE's account, which charge shall be due and payable on the date that Rent is next due after CITY's statement of such costs is delivered to LESSEE and mortgagee or beneficiary;
- 29.3.1.2. CITY may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or

CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of CITY; or

- 29.3.1.3. CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY's early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.
- 29.3.2. If the default is not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee are approved by CITY, may substitute itself in the place of LESSEE by assuming all of LESSEE'S rights and obligations under this Lease. If such a lender notifies CITY of its intention to substitute itself in LESSEE's place, in writing, within thirty (30) calendar days after receipt of CITY'S notice of default, and the default is cured by the lender, then this Lease will not terminate pursuant to the default. Subject to such a cure and LESSEE's assignment to the lender of LESSEE's rights and obligations under this Lease, CITY shall consent to the assignment.
- 29.4. Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE's interest in the 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.
- 29.5. 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.
- 29.6. Waiver. CITY's waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by CITY in order to constitute a valid and binding waiver. CITY's delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY's acceptance of any Rent shall not be a waiver of any default preceding the Rent payment. The property constituting the 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.

30. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

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

30.1. At the expiration or earlier termination of this Lease, and at CITY's option, any and all of LESSEE's Improvements shall be deemed to be part of the 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.

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

30.2. On or before the expiration of this Lease, or as CITY may direct upon earlier termination of this Lease, LESSEE shall remove from the 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.

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

30.3. LESSEE shall repair, at its sole cost and expense, all damage to the Premises or any adjacent CITY-owned property resulting from the removal of LESSEE's Property from the Premises by LESSEE or LESSEE's contractors and/or subcontractors.

- 30.3.1. If the removal of LESSEE's Property by LESSEE or LESSEE's contractors and/or subcontractors or by CITY takes place after expiration of this Lease, or beyond CITY's direction upon earlier termination of this Lease, LESSEE shall pay Rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Lease, until all of LESSEE's Property has been removed from the Site. Any proration of Rent will be calculated based on twelve 30-day months.

31. NOTICES.

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

If to LESSEE:

Verizon Wireless (VAW) LLC
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

If to CITY:

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

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

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

- 31.1. Address Changes. Any party entitled or required to receive notice under this Lease may, by like notice, designate a different address to which notices shall be sent.
- 31.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

32. MISCELLANEOUS PROVISIONS.

- 32.1. Governing Law. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California. Any lawsuit to enforce this Lease shall be filed in the Superior Court of California, County of San Diego, Central Division.
- 32.2. Entire Understanding. This Lease contains the entire understanding of the Parties. CITY and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE's Operations. Each party has relied on its own examination of the 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.
- 32.3. Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE's Operations, by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.
- 32.4. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 32.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 32.6. Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE's Operations on the Site in a creditable manner and in accordance with industry standards.
- 32.7. Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.
- 32.8. Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to LESSEE's obligation to pay Rent. If CITY or LESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 32.9. CITY's Consent or Approval. Whenever required under this Lease, CITY's consent or approval shall mean the written consent or approval of CITY's Mayor or his/her

designee, unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.

- 32.10. 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.
- 32.11. 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.
- 32.12. 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.
- 32.13. Survival. Any obligation under this Lease that requires a party's performance of that obligation after the expiration or earlier termination of this Lease shall survive such expiration or termination.
- 32.14. Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 32.15. Number and Gender. In this Lease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 32.16. Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
- 32.17. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 32.18. 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 for CITY's disclosure of any such information in response to a request for information under the CPRA.

- 32.19. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Site has not been inspected by a Certified Access Specialist (CAsp).

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."

- 32.20. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Lease if LESSEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in his or her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of LESSEE for this Lease. It is not the intent of this policy that these provisions apply to members of the City Council.

- 32.21. Local Business and Employment. LESSEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Lease and to the extent legally possible, LESSEE shall use commercially reasonable efforts to solicit applications for employment and bids and proposal for contracts from local residents and firms as opportunities occur. LESSEE shall use commercially reasonable efforts to hire qualified local residents and firms whenever practicable.

[Signatures appear on next page]

32.22. 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: 3/6/18

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

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

Date: 3/2/18

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

By: [Signature]
Name: STEVEN V. LAMB
Title: DIRECTOR

Environmental Analysis Section Environmental Clearance:

Categorically exempt from CEQA pursuant to CEQA State Guidelines, Section 15302.

Date: March 6, 2018

By: Anna L. McPherson
Name: Anna L. McPherson
Title: Senior Planner

APPROVED AS TO FORM:

Date: 3/7/18

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.: S712WM

LESSEE Site No.: Aviation

Location: 6770 Aviation Drive, San Diego, CA 92114

Assessor's Parcel Number: 549-320-05

Description of Site: 572 sq. ft. equipment area on a concrete pad, a second area consisting of 160 sq. ft. on a concrete pad, and a third area sufficient for the installation of a monopine with twelve antennas and three microwave dishes.

Legal Description of Premises:

That portion of Lot 162, Encima De San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof, No. 1546, filed in the Office of the County Recorder of San Diego County, March 18, 1913, lying southerly from the southerly line of Benson Avenue, formerly Boston Avenue as shown on said Map No. 1546 and easterly from the following described line:

Commencing at the point of intersection of the southerly line of said Benson Avenue with the southwesterly line of Aviation Drive, formerly Lot 1, as shown on said Map No. 1546; thence along the southerly line of said Benson Avenue north 89° 11' west a distance of 65.00 feet to the true point of commencement; thence south 0° 49' west 181 feet, more or less, to an intersection with the center line of said Aviation Drive.

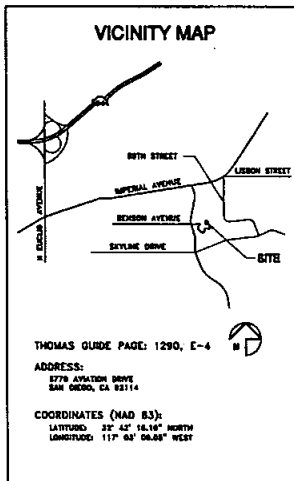
Exhibit B

Site and Equipment Plans

[see following pages]



AVIATION SD
6770 AVIATION DRIVE
SAN DIEGO, CA 92114



THOMAS GUIDE PAGE: 1290, E-4

ADDRESS:
6770 AVIATION DRIVE
SAN DIEGO, CA 92114

COORDINATES (NAD 83):
LATITUDE: 32° 43' 16.16" NORTH
LONGITUDE: 117° 03' 06.88" WEST

LAND USE PERMITS REQUIRED

0 CUP/POP PROCESS 4
0 PROPOSED DEVIATIONS: POP FOR HEIGHT AND EQUIPMENT SIZE

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. ALL DIMENSIONS ARE DIMENSIONS. DO NOT SCALE DRAWINGS TO DETERMINE OR VERIFY ANY DIMENSIONS. DIMENSIONS OF ANY SIZE SHALL NEVER BE SCALED FOR ANYTHING OTHER THAN GENERAL REFERENCE.

ACCESSIBILITY DISCLAIMER

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

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE INC.
333 CARLSBAD VILLAGE DRIVE, SUITE 201
CARLSBAD, CA 92008
(760) 434-8474
(760) 434-8474 (FAX)

LANDSCAPE ARCHITECT:
GROVE LANDSCAPE ARCHITECTURE
3544 REDDEN BLVD. SUITE 100
CARLSBAD, CA 92008
CONTACT: BRIAN GROVE
(760) 540-0757

SURVEYOR:
JIM CIVIL ENGINEER
332 AVIATION PARADE, SUITE 107
SAN DIEGO, CA 92114
(619) 548-4863

PLANNING:
PLANCON, INC.
400 STATE PLACE
COSTA MESA, CA 92626
CONTACT: BRIAN KILGORE
(919) 266-4668

R.F. ENGINEERING
VERIZON WIRELESS
1800 SAN CAYTON AVENUE
SPRING, CA 92081
CONTACT: MIKE ZILLER
(619) 787-6840

FAR CALCULATION

ALLOWABLE FAR PER TABLE 0512-05K	0.43
SITE AREA	94,223 SQ. FT.
EXISTING BLDG AREA	
EXISTING VERIZON EQUIPMENT SHELTER	573 SQ. FT.
PROPOSED VERIZON EQUIPMENT SHELTER	234 SQ. FT.
EXISTING CITY OF SAN DIEGO EQUIPMENT SHELTER	394 SQ. FT.
EXISTING SPRINT/NETEL EQUIPMENT SHELTER	394 SQ. FT.
EXISTING T-MOBILE EQUIPMENT SHELTER	243 SQ. FT.
TOTAL AREA EXISTING	1,498 SQ. FT.
TOTAL AREA AFTER CONSTRUCTION	1,732 SQ. FT.
CURRENT FAR = 1,732 SQ. FT. / 94,223	PROPOSED FAR = 1,732 SQ. FT. / 94,223
DEVIATION: NONE	DEVIATION: NONE

PROJECT SUMMARY

APPLICANT:
VERIZON WIRELESS
1800 SAN CAYTON AVENUE
SPRING, CA 92081
SITE CONTACT: BRIAN KILGORE
(919) 266-4668

OWNER:
CITY OF SAN DIEGO
1222 FIRST AVENUE
SAN DIEGO, CA 92101

PROJECT DESCRIPTION:

EXISTING VERIZON WIRELESS TELECOMMUNICATIONS EQUIPMENT SHELTER WITH AN EXISTING 12'-0" x 28'-0" EQUIPMENT SHELTER TO REMAIN

REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE

REPLACE EXISTING VERIZON WIRELESS PANEL ANTENNA WITH A NEW 12'-0" HIGH MONOPOLE. ALL ANTENNAS WILL HAVE PINE MIDDLE BOX DEVICES

EXISTING VERIZON WIRELESS BUSH ANTENNAS ON EXISTING MONOPOLE

- REMOVAL AND REPLACE ONE (1) 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION
- REMOVAL AND REPLACE EXISTING 12'-0" HIGH MONOPOLE WITH A NEW 6'-0" HIGH MONOPOLE AT SAME HEIGHT & DIRECTION

PROJECT ADDRESS: 6770 AVIATION DRIVE
SAN DIEGO, CA 92114

ASSESSORS PARCEL NUMBER: 640-320-05

EXISTING ZONING: 040-1-1

TOTAL SITE AREA: 94,223 SQ. FT.

VERIZON LEASE AREA: 1,217 SQ. FT.

VERIZON BUILDING AREA: 674 SQ. FT.

EQUIPMENT SHELTER (CONSTRUCTED 1985): 573 SQ. FT.

PROPOSED REPAIRS & CONDUITS: 234 SQ. FT.

TOTAL VERIZON BUILDING AREA: 908 SQ. FT.

TOTAL BUILDING AREA ON SITE: 1,498 SQ. FT.

EXISTING LOT COVERED: 1,498 SQ. FT.

EXISTING TYPE OF CONSTRUCTION: TYPE VB

EXISTING OCCUPANCY: 0

NOTE:
THERE ARE THREE OTHER TELECOMMUNICATIONS FACILITIES ON SITE: SPRINT/NETEL, T-MOBILE AND THE CITY OF SAN DIEGO

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

EXHIBIT "A"

Project Number: 255219

Approval Date: 4/13/17

Signed (1st Sheet): [Signature]

SHEET SCHEDULE

T-1	TITLE SHEET AND PROJECT DATA
A-0	SITE PLAN
A-0.1	ENLARGED SITE PLAN
A-1	EQUIPMENT SHELTER FLOOR PLAN
A-2	EXTERIOR ELEVATIONS
A-3	ANTENNA & MICROWAVE PLANS
A-4	MONOPOLE ELEVATION
A-5	DETAILS
A-5.1	ROOF PLAN & MICROWAVE DETAILS
A-6	DETAILS
L-1	EXISTING LANDSCAPE CONDITIONS
L-2	PLANNING PLAN
C-1	TOPOGRAPHIC SURVEY
C-2	TOWER PROFILE SURVEY

LEGAL DESCRIPTION:

ALL THE PORTION OF THE REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, DESCRIBED AS FOLLOWS:
THAT PORTION OF LOT 152, ENCLAVE BE SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF, NO. 1544, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 19, 1913, LOTS BOUTHERLY FROM A LINE BEING PARALLEL WITH A DISTANT 66.66 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SECTION FOUR, TOWNSHIP SOUTH AVENUE, AS SHOWN ON SAN MAP NO. 1544, AND EASTWYLY FROM THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF SAN BERNARD AVENUE WITH THE SOUTHWESTERLY LINE OF AVIATION DRIVE, PARCELY LOT 1, JO SHOWN ON SAN MAP NO. 1544, THENCE ALONG THE SOUTHERLY LINE OF SAN BERNARD AVENUE NORTH 89° 11' WEST A DISTANCE OF 66.66 FEET TO A POINT, THENCE SOUTH 0° 40' WEST A DISTANCE OF 66.66 FEET TO THE POINT OF COMMENCEMENT, THENCE SOUTH 0° 40' WEST 161 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE CENTER LINE OF SAN AVIATION DRIVE.

TELECOMMUNICATIONS ACT

THIS WIRELESS COMMUNICATION FACILITY COMPLIES WITH FEDERAL STANDARDS FOR RADIO FREQUENCY IN ACCORDANCE WITH THE TELECOMMUNICATIONS ACT OF 1996 AND SUBSEQUENT AMENDMENTS AND ANY OTHER REQUIREMENTS IMPOSED BY STATE OR FEDERAL REGULATORY AGENCIES.

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA 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 EXISTING CODE, 2013 EDITION

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

Booth & Suarez
ARCHITECTURE INC. INCORPORATED
333 CARLSBAD VILLAGE DRIVE SUITE 201
CARLSBAD, CA 92008 (760) 434-8474



PREPARED FOR

verizon wireless

P.O. BOX 18707
IRVINE, CA 92613-8707
(949) 222-7000

PROJECT NAME

AVIATION SD

6770 AVIATION DRIVE
SAN DIEGO, CA 92114
SAN DIEGO COUNTY

DRAWING DATES

08/21/11 TO SUBMITTAL (04)

11/12/11 CITY COMMENTS (04)

01/12/12 CITY REVISIONS-2 (04)

01/24/12 REVISED TO #1 (0)

11/12/11 REVISED TO #2 (04)

01/12/12 REVISED TO #3 (04)

01/12/12 REVISED TO #4 (04)

06/08/12 REVISED TO #5 (04)

06/21/12 REVISED TO #6 (04)

07/12/12 REVISED TO #7 (04)

07/12/12 REVISED TO #8 (04)

07/12/12 REVISED TO #9 (04)

07/12/12 REVISED TO #10 (04)

07/12/12 REVISED TO #11 (04)

07/12/12 REVISED TO #12 (04)

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07/12/12 REVISED TO #25 (04)

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07/12/12 REVISED TO #28 (04)

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07/12/12 REVISED TO #30 (04)

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07/12/12 REVISED TO #36 (04)

07/12/12 REVISED TO #37 (04)

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07/12/12 REVISED TO #39 (04)

07/12/12 REVISED TO #40 (04)

07/12/12 REVISED TO #41 (04)

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07/12/12 REVISED TO #43 (04)

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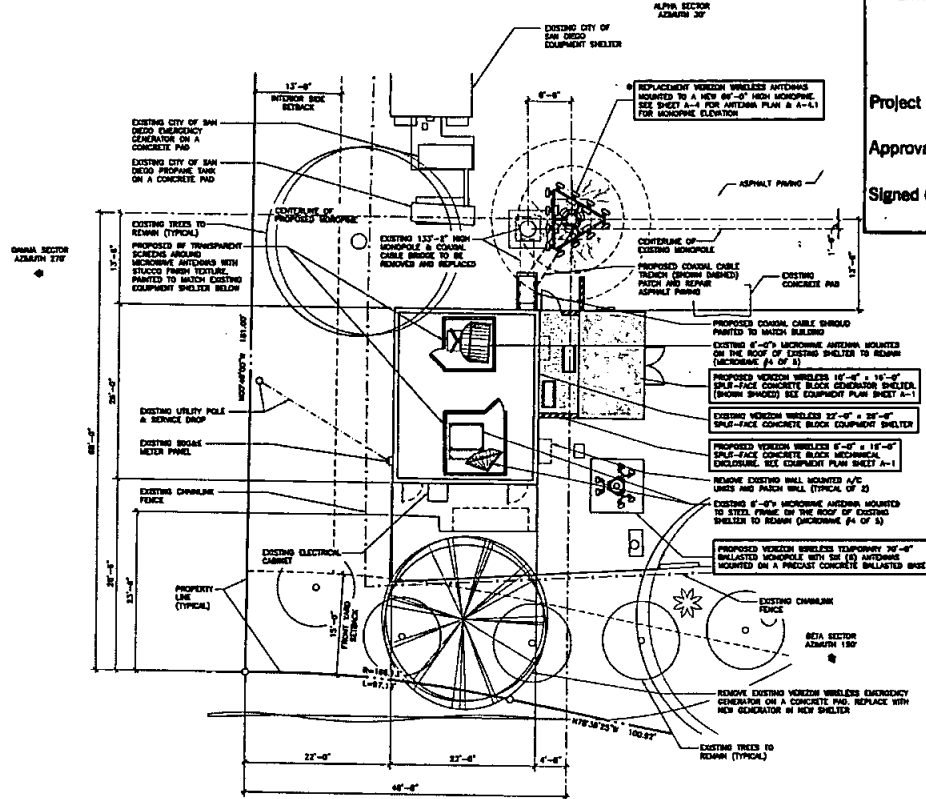
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07/12/12 REVISED TO #54 (04)

07/12/12 REVISED TO #55 (04)

07/12/12 REVISED TO #56 (04)

07/12/12 REVISED TO #57 (04)



ENLARGED SITE PLAN
SCALE 1/8" = 1'-0"

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

EXHIBIT "A"

Project Number: 255219

Approval Date: 4/13/17

Signed (1st Sheet): U

Booth & Suarez
ARCHITECTS INCORPORATED

303 E. CALLE SAN PABLO, SUITE 101
CARLSBAD, CA 92008 (760) 434-8424

PREPARED FOR



P.O. BOX 19707
IRVINE, CA 92613-9707
(949) 222-7000

APPROVALS

AGC	DATE
SE	DATE
SP	DATE
MT	DATE
EL/IN	DATE
OPS	DATE
EL/OUT	DATE

PROJECT NAME

AVIATION SD

8770 AVIATION DRIVE
SAN DIEGO, CA 92114
SAN DIEGO COUNTY

DRAWING DATES

06/25/11	2D SUBMITTAL (S)
11/14/11	CITY COMMENTS (S)
01/12/12	CITY SUBMITTAL-3 (S)
01/26/12	REVISION TO #1 (S)
11/24/12	REVISION TO #1 (S)
	(LOWER MONOPOLE)
01/12/13	REVISION TO #1 (S)
	(PCS ANTENNA/ALTIMETER)
06/04/13	REVISION TO #1 (S)
	(RELOCATED)
08/24/13	REVISION TO #1 (S)
02/26/14	REVISION TO #1 (S)
07/26/14	REVISION TO #1 (S)
	(ADD TEMP. POLE)
01/11/17	REVISION TO #1 (S)

SHEET TITLE

ENLARGED SITE PLAN

PROJECT/VERSION/110104

A-0.1

PROJECT NOTES:

1. ANY ANTENNA, LANTERN SHALL BE ORIENTED ON WHEELER SO AS NOT TO FALL ONTO ADJACENT PROPERTY
2. NO EXISTING PARKING SPACE WILL BE USED OR REMOVED BY THIS PROJECT
3. THIS PROJECT PROPOSES NO WORK WITHIN THE PUBLIC RIGHT-OF-WAY
4. PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL ENTER INTO A MAINTENANCE AGREEMENT FOR THE EXISTING PERMANENT BMP MAINTENANCE, SATISFACTORY TO THE CITY ENGINEER
5. PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH CHAPTER 17A, ARTICLE 5, DIVISION 1 (EROSION REGULATIONS) OF THE SAN DIEGO MUNICIPAL CODE, INTO THE CONSTRUCTION PLANS ON SPECIFICATIONS
6. 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 STANDARD

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

EXHIBIT "A"

Project Number:

255219

Approval Date:

4/13/17

Signed (1st Sheet):

EXISTING 104'-7" HIGH
CITY OF SAN DIEGO
MONOPOLE TO REMAIN

BOOTH & SUAREZ
ARCHITECTURE INC. INCORPORATED
123 CARRASO VALLEY PARK
CARLSBAD, CA 92008 (760) 431-6274

PREPARED FOR

verizonwireless

P.O. BOX 19707
IRVINE, CA 92623-9707
(949) 221-7000

APPROVALS

ABC	DATE
RE	DATE
RF	DATE
INT	DATE
CE/M	DATE
OPS	DATE
EE/ENV	DATE

PROJECT NAME

AVIATION SD

8770 AVIATION DRIVE
SAN DIEGO, CA 92114
SAN DIEGO COUNTY

DRAWING DATES

08/23/11	2D SUBMITTAL (m)
11/16/11	CITY COMMENTS (m)
01/12/12	CITY RESUBMITTAL-2 (m)
01/26/12	REVISED 2D #1 (m)
11/24/12	REVISED 2D #2 (m)
01/12/13	REVISED 2D #3 (m)
08/08/13	REVISED 2D #4 (m)
08/24/13	REVISED 2D #5 (m)
03/12/16	REVISED 2D #6 (m)
07/25/16	REVISED 2D #7 (m)
01/11/17	REVISED 2D #8 (m)

SHEET TITLE

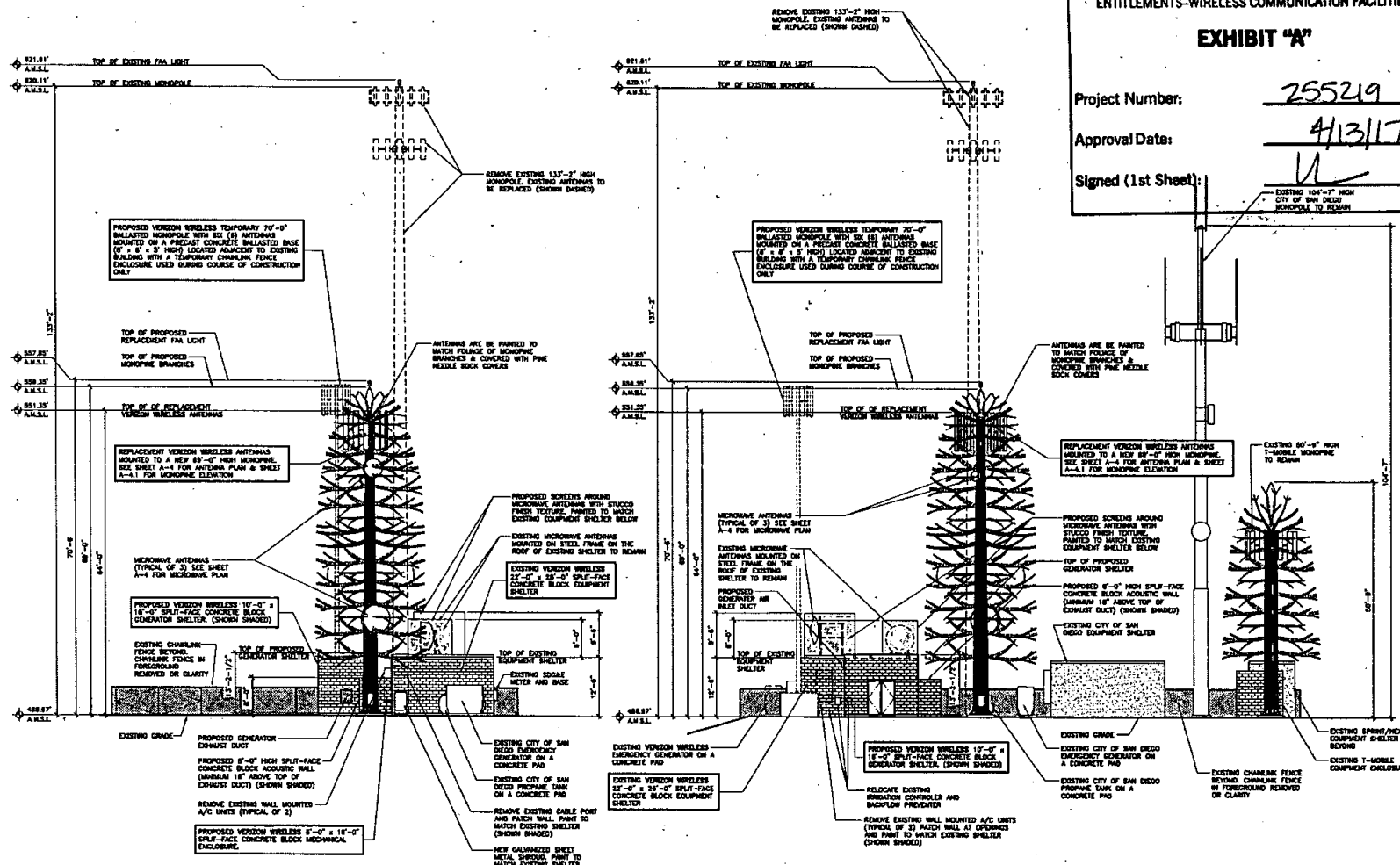
EXTERIOR ELEVATIONS

PROJECT: VERIZON 1101646

A-2

NORTH ELEVATION
SCALE 1/8"=1'-0"

EAST ELEVATION
SCALE 1/8"=1'-0"



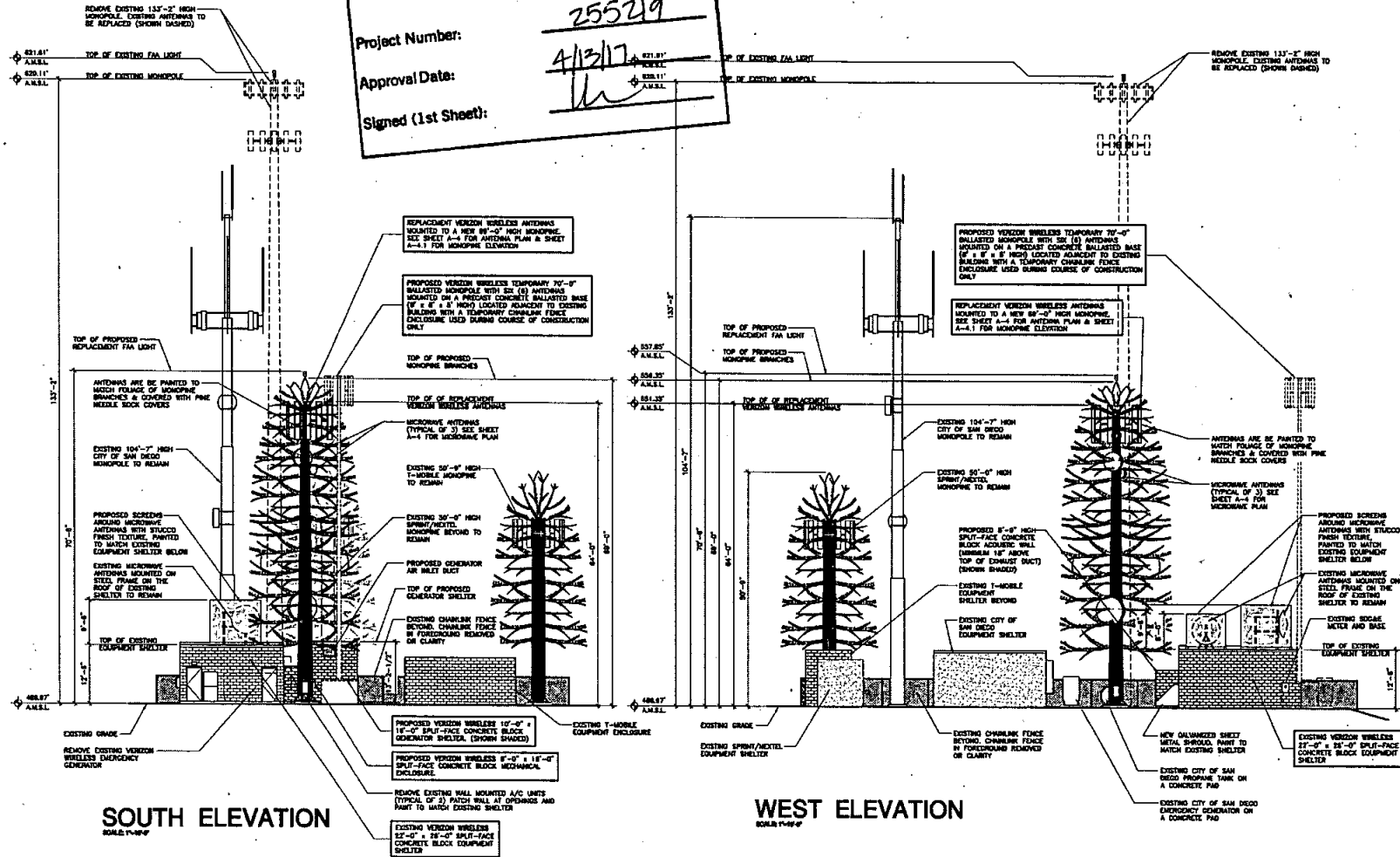
CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 255219

Approval Date: 4/13/17

Signed (1st Sheet): [Signature]



SOUTH ELEVATION
SCALE 1/8"=1'-0"

WEST ELEVATION
SCALE 1/8"=1'-0"

BOOTH & SUAREZ
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(949) 222-7000

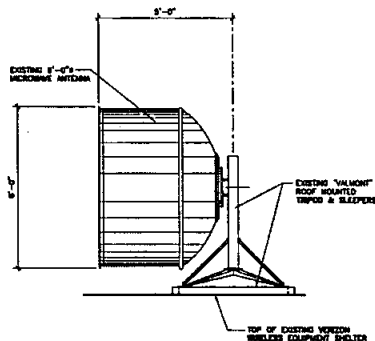
APPROVALS	
ABC	DATE
RE	DATE
RF	DATE
WT	DATE
CE/IN	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NAME
AVIATION SD
6770 AVIATION DRIVE
SAN DIEGO, CA 92114
SAN DIEGO COUNTY

DRAWING DATES	
08/23/11	2D SUBMITTAL (04)
11/18/11	CITY COMMENTS (04)
01/12/12	CITY REVISIONS-2 (4)
01/26/12	REVISED TO #1 (1)
11/24/12	REVISED TO #2 (10)
01/12/13	REVISED TO #3 (10)
04/06/13	(PCS ANTENNAS/ADDITIONAL) REVISED TO #4 (4)
08/24/13	REVISED TO #5 (10)
03/22/16	REVISED TO #6 (4)
07/25/16	REVISED TO #7 (1)
01/11/17	REVISED TO #8 (4)

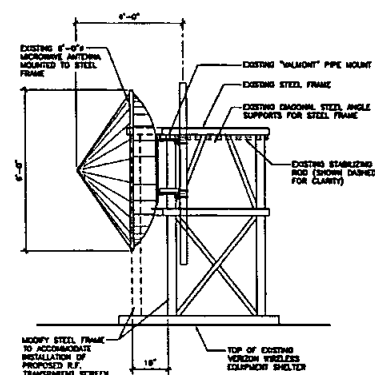
SHEET TITLE
EXTERIOR ELEVATIONS

PROJECT'S VERIZON/1101644



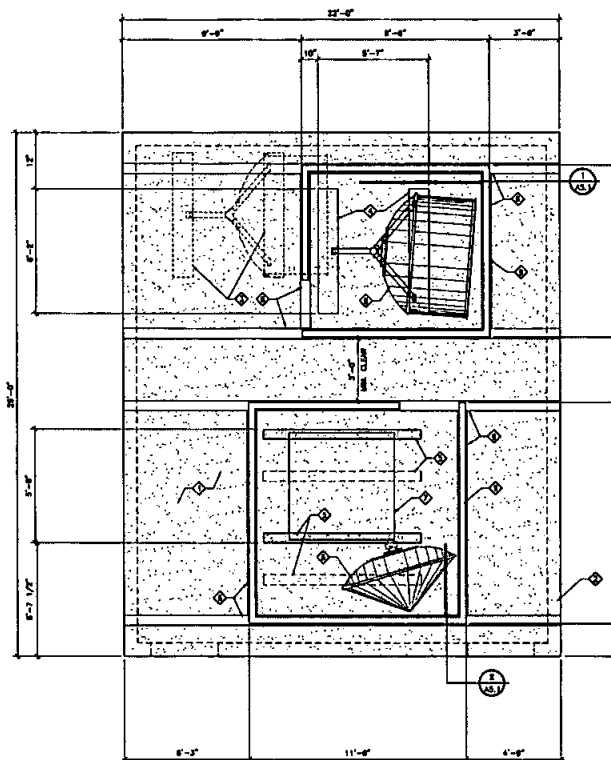
EXISTING MICROWAVE ANTENNA MOUNT

SCALE 1/2"=1'-0" 1



EXISTING MICROWAVE ANTENNA MOUNT

SCALE 1/2"=1'-0" 2



EQUIPMENT SHELTER ROOF PLAN

SCALE 1/2"=1'-0"

EQUIPMENT PLAN NOTES:

- ① EXISTING MICROWAVE ROOF, REMOVE AND REPLACE WITH EXISTING IN-EXIST
- ② EXISTING VERIZON WIRELESS CONCRETE BLOCK EQUIPMENT SHELTER WALL
- ③ EXISTING SLEEPERS FOR MICROWAVE MOUNTING, LOCATED UNDER EXISTING ROOF MICROWAVE, RELOCATE AS REQUIRED (TYPICAL OF 2)
- ④ RELOCATED SLEEPERS FOR MICROWAVE MOUNTING, REMOVE AND REPLACE EXISTING ROOF MICROWAVE, MATCH EXISTING IN-EXIST
- ⑤ RELOCATED 18"x18" GALVANIZED STEEL BEAMS (ABOVE) (TYPICAL OF 2) (SHOWN SHADDED) REMOVE AND REINSTALL AS REQUIRED
- ⑥ PROPOSED 18"x18" GALVANIZED STEEL BEAMS TO REMAIN (ABOVE) (TYPICAL OF 2)
- ⑦ RELOCATED GALVANIZED STEEL MICROWAVE MOUNTING FRAME TO REMAIN
- ⑧ EXISTING MICROWAVE DISHES, RELOCATE AS REQUIRED (TYPICAL OF 2)
- ⑨ PROPOSED R.F. TRANSPARENT SCREENS AROUND MICROWAVE DISHES (TYPICAL OF 2) (SHOWN SHADDED)

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

EXHIBIT "A"

Project Number:

255219

Approval Date:

4/13/17

Signed (1st Sheet):

LL

Booth & Suarez
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201 CALLENA PLEASANT DRIVE, SUITE 91
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(949) 221-7000

APPROVALS

AAC	DATE
SE	DATE
MT	DATE
WT	DATE
CL/TH	DATE
OPS	DATE
EA/DAH	DATE

PROJECT NAME

AVIATION SD

8770 AVIATION DRIVE
SAN DIEGO, CA 92114
SAN DIEGO COUNTY

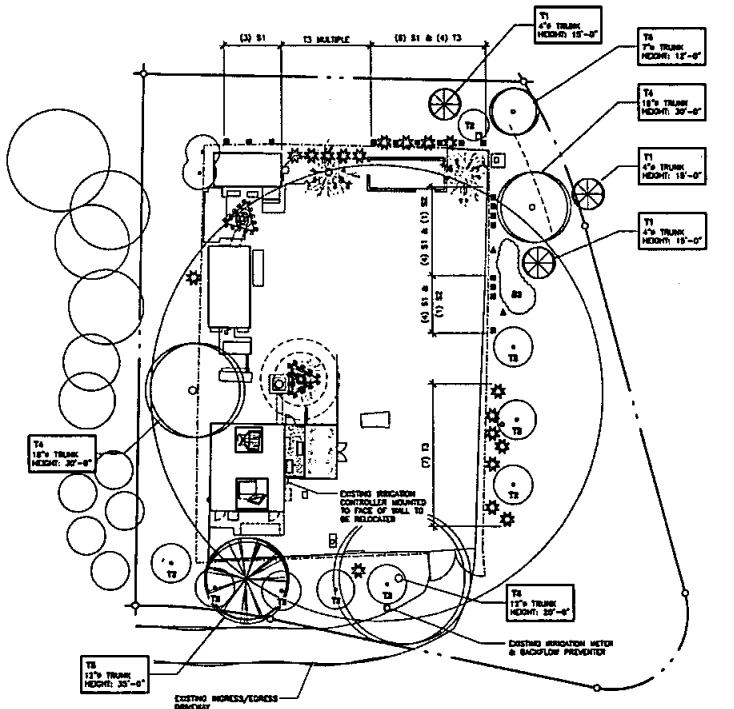
DRAWING DATES

01/12/12	CITY INITIALS-1 (A)
01/20/12	REVISED TO #1 (A)
11/21/12	REVISED TO #2 (A)
01/24/13	REVISED TO #3 (A)
02/25/13	REVISED TO #4 (A)
03/25/13	REVISED TO #5 (A)
04/25/13	REVISED TO #6 (A)
05/25/13	REVISED TO #7 (A)
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08/25/14	REVISED TO #22 (A)
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08/25/16	REVISED TO #46 (A)
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12/25/16	REVISED TO #50 (A)

SHEET TITLE

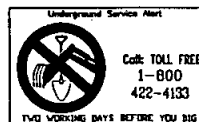
**EQUIPMENT
SHELTER ROOF PLAN
&
DETAILS**

A-5.1



EXISTING LANDSCAPE CONDITIONS

SCALE 1/8" = 1'-0"



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

EXHIBIT "A"

Project Number:

255219

Approval Date:

4/13/17

11

BOOTH & SUAREZ
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PREPARED FOR

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IRVINE, CA 92613-8707
(949) 223-7000

GROVE
landscape architecture
design | consulting | project management

760 550 9757
(www.grove-landscape.com)

PROJECT NAME

AVIATION SD

8770 AVIATION DRIVE
SAN DIEGO, CA 92114
SAN DIEGO COUNTY

DRAWING DATES

08/25/11 2D SUBMITTAL (04)
11/13/11 CITY COMMENTS (04)
01/12/12 CITY SUBMITTAL-2 (4)
01/26/12 REVISION 01 (4)
11/26/12 REVISION 02 (4)
(LOWER MONOPOL)
01/12/13 REVISION 03 (4)
(PCS ANTENNAS/ADJUTANT)
06/04/13 REVISION 04 (4)
(BRANCHES)
06/24/13 REVISION 05 (4)
07/22/13 REVISION 06 (4)
07/22/13 REVISION 07 (4)
(ADD TEMP. POLE)
01/11/17 REVISION 08 (4)

SHEET TITLE

**EXISTING
LANDSCAPE
CONDITIONS**

PROJECTS/VERSIONS/110104

L-1

WATER CONSERVATION (1st Steps)

1. ALL LANDSCAPE AND IRRIGATION DESIGN, INSTALLATION AND MAINTENANCE, SHALL CONFORM TO LANDSCAPE REGULATIONS AND ALL OTHER CITY OF SAN DIEGO LAND DEVELOPMENT, MINIMAL LANDSCAPE STANDARDS AND ALL OTHER APPLICABLE CITY AND REGIONAL STANDARDS FOR LANDSCAPE INSTALLATION AND MAINTENANCE.
2. PLANT MATERIAL SELECTED FOR THIS PROJECT WILL BE OF A TYPE KNOWN TO BE SUCCESSFUL IN THE AREA OR IN SIMILAR CLIMATE 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 USING LOW PRECIPITATION FEED AND POP UP SPRAY HEADS.
5. ALL SOIL 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 DENSE FREE CONDITION.
7. ALL ON-SITE IRRIGATION IMPROVEMENTS SHALL BE PART OF THE EXISTING PORTABLE WATER DISTRIBUTION SYSTEM FOR THE EXISTING LANDSCAPE AREAS.
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-SPRAY, BOMBING, OR RUN-OFF SHALL BE ELIMINATED. ADJUST SYSTEM TO AVOID THESE CONDITIONS. CONTRACTOR IS TO FIELD VERIFY EXISTING IRRIGATION SYSTEM IS IN WORKING ORDER. VERIFY PROPER COVERAGE.
9. BEST IRRIGATION MANAGEMENT PRACTICES SHALL BE USED TO ELIMINATE OR CONTROL TO THE BEST EXTENT POSSIBLE PONDING, RUN-OFF, OVER-SPRAY AND WASTING.
10. IRRIGATION HEADS SHALL BE LOCATED OR ADJUSTED TO MINIMIZE OR ELIMINATE OVER-SPRAYING ON SIDEWALKS, STREETS AND NON-DESIGNATED USE AREAS.

NOTES:

1. ALL EXISTING PLANTING AND IRRIGATION SHOWN ON THE PLANS IS TO REMAIN.
2. ANY LANDSCAPING THAT IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPLACED IN-KIND PRIOR TO FINAL INSPECTION.

EXISTING PLANTING LEGEND - TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT & SPREAD	FORM / FUNCTION	PLANTING SIZE	QTY.
	EXISTING PHOENIX CANARIENSIS TO REMAIN	CANARY ISLAND PALM	80' HEIGHT 30' SPREAD	VERTICAL COLUMN SCREEN	EXISTING	3
	EXISTING OLIVA EUROPAEA TO REMAIN	FRUITLESS OLIVE	25' HEIGHT 25' SPREAD	SCREENING	EXISTING	8
	EXISTING WASHINGTONIA ROBURATA TO REMAIN	MOHAWK FAN PALM	75' HEIGHT 12' SPREAD	DECORATIVE	EXISTING	18
	EXISTING SCHINUS MOLLE TO REMAIN	CALIFORNIA PEPPER TREE	45' HEIGHT 40' SPREAD	SCREENING	EXISTING	4
	EXISTING EUCALYPTUS GIBBERNA TO REMAIN	LEMON SCENTED EUCALYPTUS	80' HEIGHT 40' SPREAD	SCREENING	EXISTING	1
	EXISTING PHOENIX TUNG TO REMAIN	SHAW'S NEW ZEALAND FLAX	3' HEIGHT 3' SPREAD	SCREENING	EXISTING	17
	EXISTING BRUCEA FRUTICOSA TO REMAIN	LEMONADE BERRY	10' HEIGHT 10' SPREAD	SCREENING	EXISTING	8
	EXISTING ACROCALYMMA TO REMAIN	HAWAIIAN BURNING BUSH	6' HEIGHT 6' SPREAD	SCREENING	EXISTING	-

PLANTING NOTES

1. THE PLANTING PLAN IS DIAGRAMMATIC AND SHALL BE USED AS A GUIDE FOR SETTING OUT PLANTS. PRIOR TO PLANTING, THE LANDSCAPE ARCHITECT SHALL BE CONTACTED TO APPROVE ALL PLANT LOCATIONS AND DIRECT ADJUSTMENTS.
2. PLANT MATERIALS SHALL CONFORM TO NURSERYMAN'S STANDARDS FOR SIZE AND HEALTH. ALL PLANTS ARE SUBJECT TO REJECTION BY THE LANDSCAPE ARCHITECT IN SUBSTANDARD IN SIZE, QUALITY, OR HEALTH.
3. PROVIDE WATERPROOF SPECIES IDENTIFICATION TAGS ON ONE PLANT PER SPECIES PER GROUPING.
4. PLANT COUNTS ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON THE PLAN.
5. IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS THOROUGHLY SOAKED PRIOR TO PLANTING.
6. LANDSCAPE CONTRACTOR SHALL REMOVE EXISTING VEGETATION, TRASH, CLIPPINGS, ROCK AND OTHER DEBRIS IN PLANTING AREAS. RAKE AND FINE GRAZE ALL PLANTING AREAS PRIOR TO COMMENCEMENT OF PLANTING OPERATIONS. EXISTING LANDSCAPING ON AND ADJACENT TO THE SITE SHALL BE PROTECTED IN PLACE AND SUPPLEMENTED OR REPLACED TO MEET THE SATISFACTION OF THE PLANNING DEPARTMENT.
7. PLANTING PITS SHALL BE TWICE THE CONTAINER WIDTH AND OF EQUAL DEPTH. PLANTING PITS AND PLANTERS SHALL BE BACKFILLED WITH EXISTING SITE SOIL AND 1/4 (BY VOLUME) NITROFED TOP SOIL.
8. TREES AND SHRUBS SHALL BE FERTILIZED AT THE TIME OF PLANTING WITH 21-GRAM AGRIFORM TABLETS AT THE FOLLOWING RATES:
-1 GAL. - 1 TABLET
-5 GAL. - 3 TABLETS
-15 GAL. - 8 TABLETS
-1 TABLET FOR EACH 4" OF BOXED TREE SIZE
-GROUNDCOVER-(5 GRAM 20-10-8 TABLET)
9. DOUBLE STAKE 15 GALLON AND 24" BOX TREES, GUYING OF LARGER TREES SHALL BE REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE STABILITY DURING LENGTH OF THE GUARANTEE PERIOD.
10. VERIFY TREE PIT DRAINAGE WITH 24 HOUR WATER FILL TEST PRIOR TO PLANTING. ALL BOXED TREES NOT DRAINING ARE TO HAVE A 4" DIAMETER AUGER HOLE DRILLED THROUGH ANY HARDPAK OR COMPACTED EARTH AS REQUIRED TO PROVIDE DRAINAGE IN A 24 HOUR PERIOD.
11. ALL PLANTING AREAS EXCEPT SLOPES SHALL BE PREPARED BY APPLYING THE FOLLOWING AMENDMENTS TO THE SOIL AND TILLING INTO THE TOP 8" OF SOIL:
3 CU. YD./1000 S.F. HYDROFED WOOD SHAVINGS
100LBS./1000 S.F. AGRICULTURAL GYPSSUM
25 LBS./1000 S.F. 12-12-12 FERTILIZER

NOTE: SUBJECT TO CHANGE PER SOIL TEST RECOMMENDATIONS.

12. SOIL TEST SHALL BE PERFORMED BY A SOIL TESTING LABORATORY (APPROVED BY THE CITY). THE TEST SHALL INDICATE BUT NOT BE LIMITED TO THE FOLLOWING:
A. ORGANIC MATTER CONTENT
B. N.P.K.
C. PH
D. EC
E. SOIL TEXTURE (SILT, CLAY, SAND)
F. RECOMMENDATIONS FOR AMENDMENTS, LEACHING, AND MAINTENANCE
13. THE RESULTS AND RECOMMENDATIONS OF THE SOIL TESTING LABORATORY SHALL BE SUBMITTED TO AND APPROVED BY THE CITY. POST PLANTING FERTILIZATION SHALL BE PERFORMED BY CONTRACTOR AT 30, 60, AND 90 DAYS AFTER PLANTING.

14. PLANTS SHALL NOT BE PLACED WITHIN 12" OF SPRINKLER HEADS.

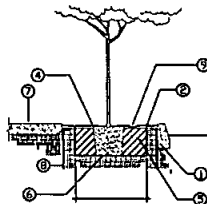
15. ROOT BARRIERS (INCLUDING BIO-BARRIERS) SHALL BE INSTALLED ADJACENT TO ALL PAVING SURFACES, WHERE A PAVING SURFACE IS LOCATED WITHIN 6 FEET OF A TREE'S TRUNK. ROOT BARRIERS SHALL EXTEND 5 FEET IN EACH DIRECTION FROM THE CENTERLINE OF THE TRUNK, FOR A TOTAL DISTANCE OF 10 FEET. ROOT BARRIERS SHALL BE 24" IN DEPTH.

16. PROVIDE A 3" LAYER OF "WALK ON BARK" FOR ALL NON-TURF AREAS LESS STEEP THAN 3:1. SUBMIT SAMPLE TO CITY INSPECTOR FOR APPROVAL PRIOR TO "WALK DELIVERY" TO SITE.

17. LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS FOR A PERIOD OF THREE MONTHS AFTER CITY ACCEPTANCE. ALL AREAS SHALL BE KEPT CLEAN, WATERED, AND NEED-TRIMMED. ALL DEAD OR DYING PLANTS SHALL BE REPLACED DURING THE MAINTENANCE PERIOD. ADJUSTMENTS TO THE SPECIFICATIONS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY.
18. CONTRACTOR SHALL GUARANTEE PLANT LONGEVITY AS FOLLOWS: TREES-ONE YEAR, SHRUBS-ONE YEAR, PERENNIALS-ONE YEAR, AND GROUNDCOVERS-ONE YEAR. THE LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER IN PERPETUITY FOR THE CITY OF SAN DIEGO. THE CITY OF SAN DIEGO SHALL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THEIR PROJECT AREA AT 6750 AVIATION DRIVE.

NOTES:

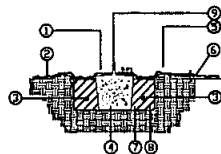
1. ALL EXISTING PLANTING AND IRRIGATION SHOWN ON THE PLANS IS TO REMAIN.
2. ANY LANDSCAPING THAT IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPLACED IN-KIND PRIOR TO FINAL INSPECTION.
3. CONTRACTOR SHALL TIE INTO EXISTING IRRIGATION SYSTEM. CONTRACTOR SHALL REPLACE EXISTING BARRIERS ESP. CLOSURE TO ACCOMMODATE ADDITIONAL VALVES (CHECKS) IF NECESSARY.



1. CONCRETE CURB
2. FRESH GRADE
3. PLANTING HOLE - 2 TIMES BOX WIDTH
4. ROOTBALL - SET CROWN 1" ABOVE GRADE
5. BACKFILL (PER SPECIFICATIONS)
6. PLACE ROOTBALL OVER NATIVE SUBGRADE
7. CURB OR PAVING
8. 24" DEEP BIO-BARRIER (INSTALL PER MANUFACTURER'S SLOPE)
9. MULCH IF REQUIRED

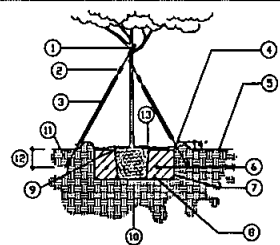
NOTE: BIO-BARRIERS SHALL BE INSTALLED ON ALL TREES WITHIN 10' OF CURBS, WALKS, BROW DITCHES, AND UTILITY LINES. (BIO-BARRIERS SHALL EXTEND 3' IN BOTH DIRECTIONS FROM THE TRUNK OF THE TREE.)

A BIO-BARRIER ROOT CONTROL SYSTEM N.T.S.



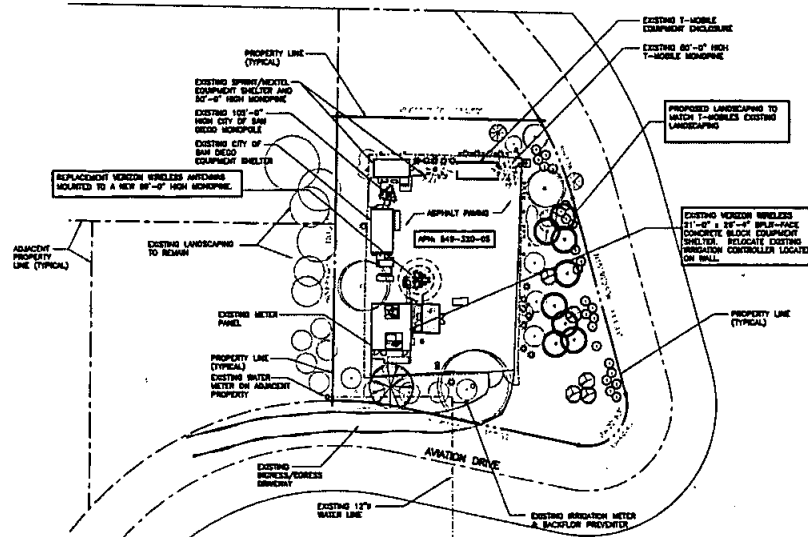
1. ROOTBALL, SET CROWN 1" ABOVE GRADE
2. FRESH GRADE
3. FERTILIZER TABLET (SEE SPECIFICATIONS)
4. PLACE ROOTBALL OVER NATIVE SUBGRADE
5. 2" BASH BERM FOR SHRUBS & SHRUBS 12" FROM TRUNK
6. LAYER OF MULCH (SEE PLANTING SPECIFICATIONS FOR DRYING) MAINTAIN 3" FROM TRUNK
7. PLANTING HOLE - 2 TIMES CONTAINER WIDTH
8. BACKFILL (SEE SPECIFICATIONS)
9. CONTRACTOR TO PRUNE UP ALL TREES & SHRUBS 12" FROM FRESH GRADE

B TREE / SHRUB PLANTING N.T.S.



1. RUBBER GARDEN HOSE
2. GALVANIZED TURNBUCKLE
3. 12 GAL. GALVANIZED WIRE (NOT TO BE SPRUNGED 3/8" OR 1/2" O.D. X .062 WT. POLYETHYLENE TUBING BY WARD MFG. (714) 831-0000. PLANT TUBING REMOTE #11UM18A BY AUSTRIAN PUMP)
4. 4" WATERING BASH BERM
5. FRESH GRADE
6. FERTILIZER TABLET
7. PLANTING HOLE - 2 TIMES BOX WIDTH
8. BACKFILL (PER SPECIFICATIONS)
9. ROOTBALL - SET CROWN 1" ABOVE GRADE
10. PLACE ROOTBALL OVER NATIVE SUBGRADE
11. 2"-6" MINIMUM
12. 8" X 4" X 3'-0" LONG RIG. DECAHORN
13. LAYER OF MULCH, MAINTAIN 3" FROM TRUNK

C TREE GUYING N.T.S.



PLANTING PLAN



PLANTING LEGEND - TREES

SYM #	BOTANICAL NAME	COMMON NAME	SIZE	CITY	REMARKS
1	PRUNUS CANADENSIS	CANARY ISLAND PINE	36" BOX	5	DOUBLE STAKE
2	CUPRESSOCYPERUS LEYLANDII	LEYLAND CYPRESS	36" BOX	9	DOUBLE STAKE

PLANTING LEGEND - SHRUBS / GROUNDCOVER

SYM #	BOTANICAL NAME	COMMON NAME	SIZE	CITY	REMARKS
3	HEPTACRONIS ARBORESCENS	TOYON	5 GAL.	24	

Booth Suarez &
ARCHITECTURE 22 INCORPORATED
263 CALLEJA DELA VILLA, SUITE 85
CARLSBAD, CA 92008 (760) 434-0874

PREPARED FOR

verizon wireless

P.O. BOX 19707
IRVING, CA 92623-9707
(949) 222-7000

GROVE
landscape architecture
design | consulting | project management

760 550 3757
(www.grove-landscape.com)

PROJECT NAME

AVIATION SD

6770 AVIATION DRIVE
SAN DIEGO, CA 92114
SAN DIEGO COUNTY

DRAWING DATES

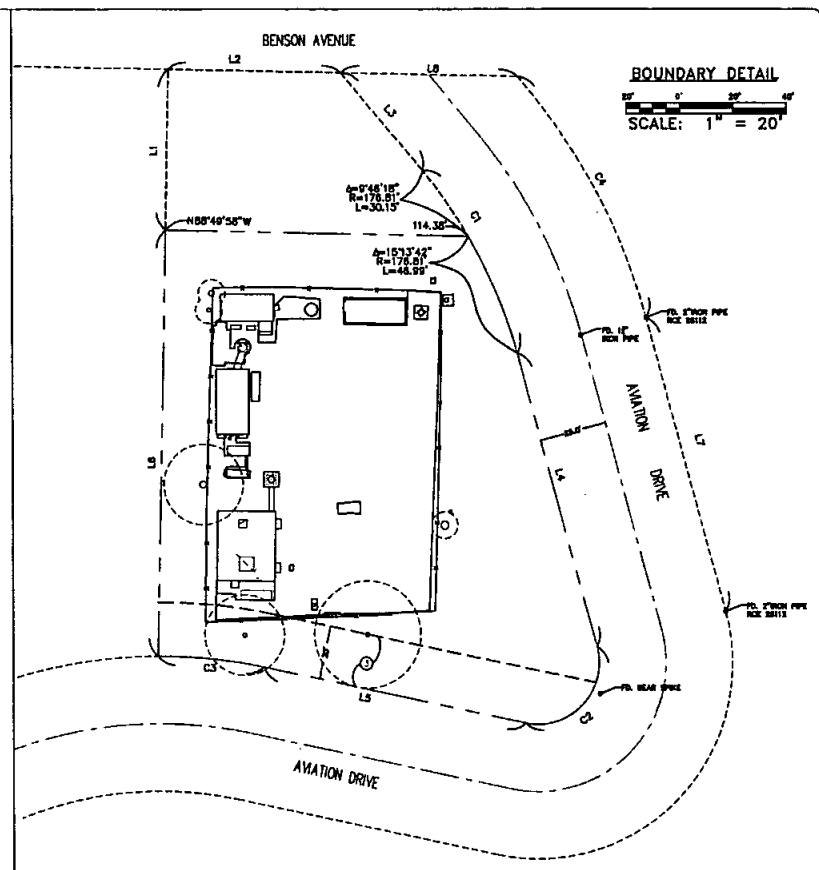
06/23/11 25 SUBMITTAL (04)
11/16/11 CITY COMMENTS (04)
01/12/12 CITY RESUBMITTAL-2 (10)
01/30/12 REVISED TO #1 (4)
11/24/12 REVISED TO #2 (04)
(LOWER MONUMENT)
01/16/13 REVISED TO #3 (04)
(PCS ANTENNA/ADDITION)
04/08/13 REVISED TO #4 (04)
(BARRIERS)
08/24/13 REVISED TO #5 (04)
03/22/14 REVISED TO #6 (04)
07/25/14 REVISED TO #7 (04)
(ADJ TEMP. POLE)
01/11/17 REVISED TO #8 (04)

SHEET TITLE

PLANTING PLAN

PROJECT: VERIZON_1101646

L-2

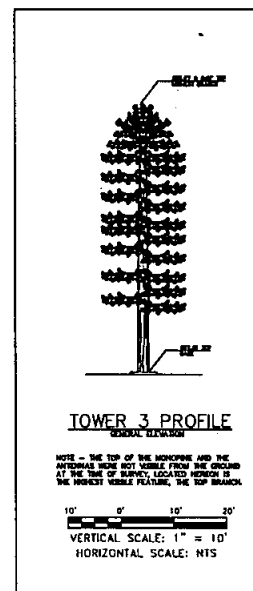
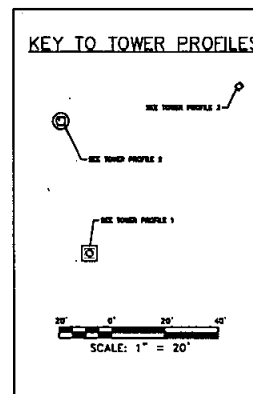
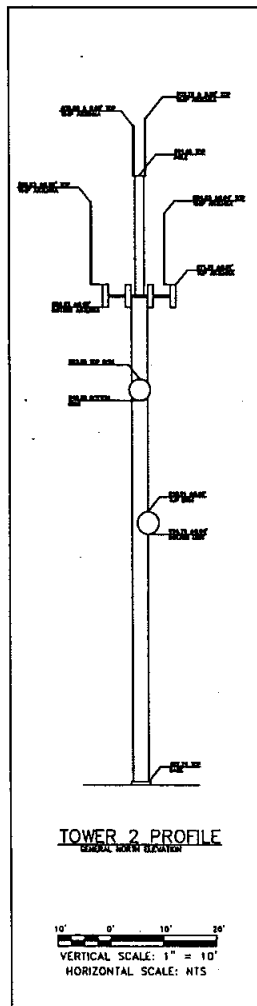
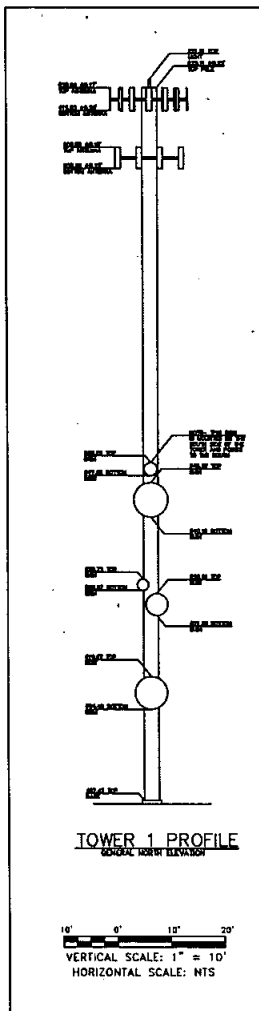


COORDINATES:

— LATITUDE: 22°16.36355' N
— LONGITUDE: 117°02'06.8865' W

— SCALE: NAUTICAL MILES

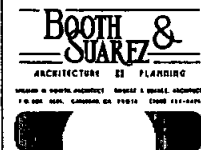
C 1



DATE OF SURVEY:
OCTOBER 12, 2011

NOTE:
VARIANCES SHOWN HEREON ARE THE STANDARD
DEVIATION OF VALUES DERIVED FROM TWO
SEPARATE OBSERVATIONAL POSITIONS. WHERE NO
VARIANCE IS SHOWN, ONLY ONE MEASUREMENT
WAS TAKEN.

DATUM STATEMENT:
CITY OF SAN DIEGO BENCHMARK NO. 10430.
DESCRIPTION: BRASS PLUG IN THE TOP OF A
STEEL BUILT AT THE SOUTHWEST CORNER OF
THE INTERSECTION OF WOODMAN STREET AND
BROADWAY, HOUSTON.
ELEVATION: 825.70
DATUM: MEAN SEA LEVEL.



PREPARED FOR

P.O. BOX 18707
IRVINE, CA 92623-9707
(949) 222-7000

CONSULTANT

JRN
CIVIL ENGINEERS
232 AVENIDA FABRICANTE,
SUITE 107
SAN CLEMENTE, CA 92672
(949) 248-4685

PROJECT NAME

AVIATION SD

8770 AVIATION
SAN DIEGO, CA. 92114
SAN DIEGO COUNTY

DRAWING DATES

SHEET TITLE

TOWER PROFILE

C2

EXISTING



Aviation
6770 Aviation Drive
San Diego, CA 92114

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



EXHIBIT "A"

Project Number:

255219

Approval Date:

4/13/17

Signed (1st Sheet):

[Signature]

Proposed monopine



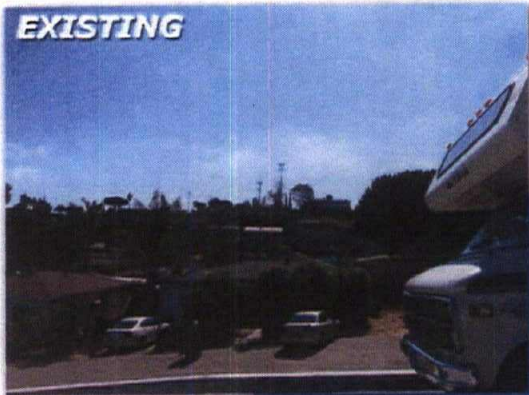
These simulations are intended for graphical purposes only and not intended to be part of or to replace the information provided on the construction drawings.

PROPOSED

12/9/2014

Photosimulation of proposed telecommunications site: View #1 From Benson Ave. Looking East

EXISTING



Aviation
6770 Aviation Drive
San Diego, CA 92114

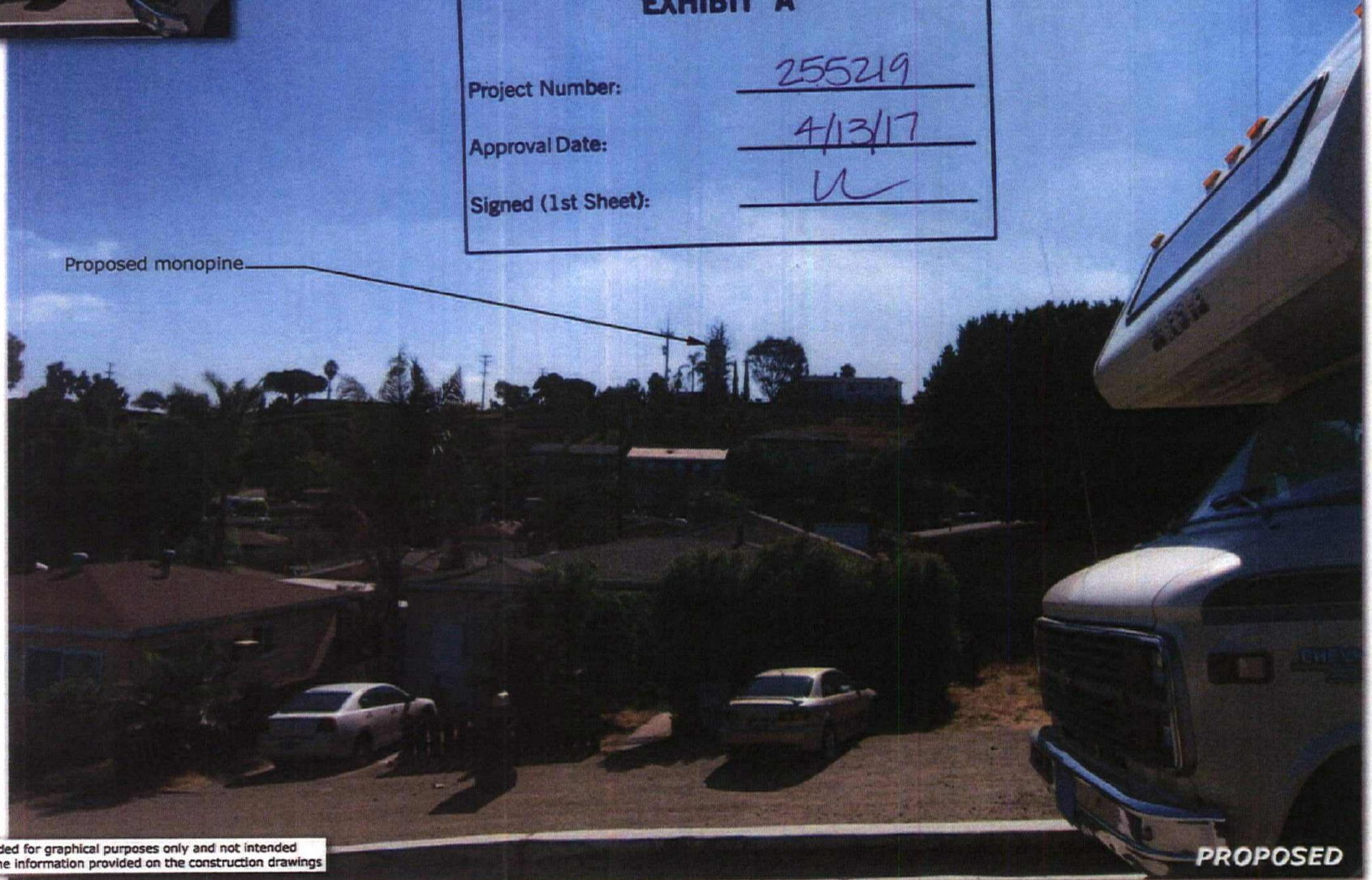


**CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES**

EXHIBIT "A"

Project Number: 255219
Approval Date: 4/13/17
Signed (1st Sheet): W

Proposed monopine



PROPOSED

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

12/9/2014

Photosimulation of proposed telecommunications site: View #2 From Pagel Looking East

EXISTING



Aviation
6770 Aviation Drive
San Diego, CA 92114



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

EXHIBIT "A"

Project Number:

255219

Approval Date:

4/13/17

Signed (1st Sheet):

UL

Proposed monopine



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

PROPOSED

12/9/2014

Photosimulation of proposed telecommunications site: View #3 Cielo Dr. Looking North

EXISTING



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

EXHIBIT "A"

Project Number:

255210

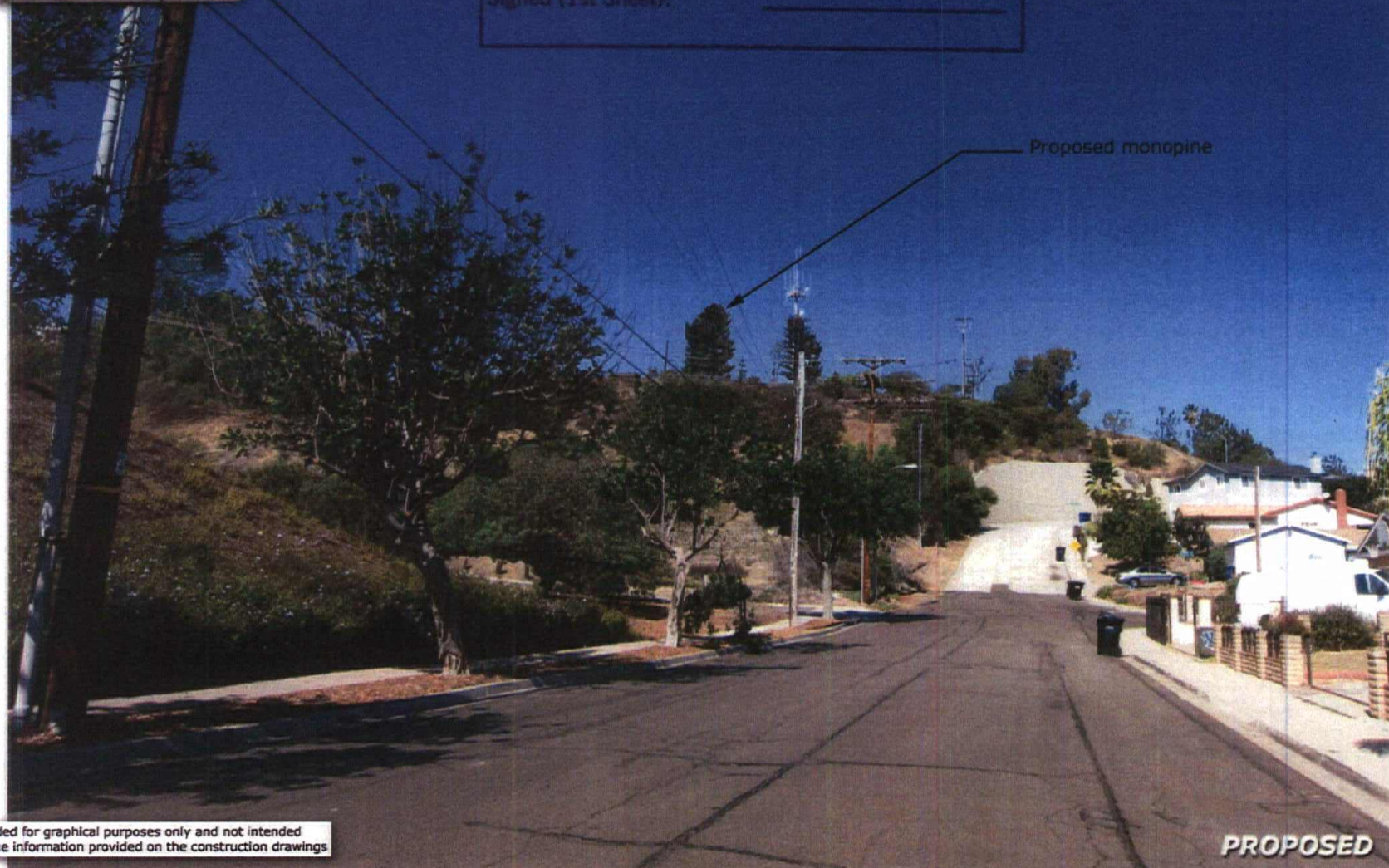
Approval Date:

4/13/17

Signed (1st Sheet):

LL

Aviation
6770 Aviation Drive
San Diego, CA 92114



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

PROPOSED

12/9/2014

Photosimulation of proposed telecommunications site: View #4 From Benson & 69th Looking West

EXISTING

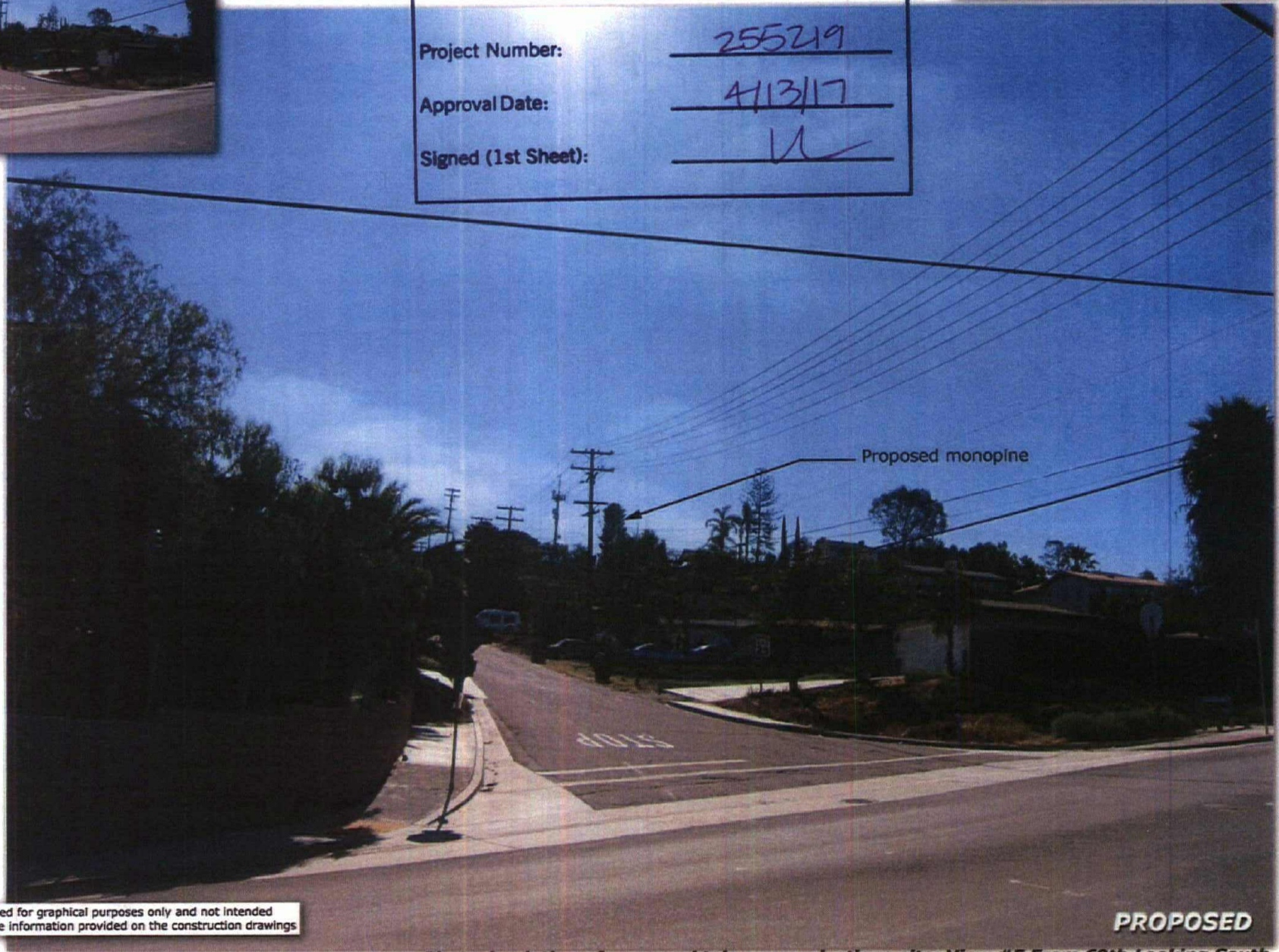


CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 255219
Approval Date: 4/13/17
Signed (1st Sheet): [Signature]

Aviation
6770 Aviation Drive
San Diego, CA 92114



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

PROPOSED

12/9/2014

Photosimulation of proposed telecommunications site: View #5 From 69th Looking South

Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:
Attn: Reena Yuba
McGuire Woods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067

APN# 549-320-05
Site # S712WM

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 VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless) (“LESSEE”), with an office at 180 Washington Valley Road, Bedminster, NJ 07921, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 2017, 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

VERIZON WIRELESS (VAW) LLC,
dba Verizon Wireless

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:
MARA W. ELLIOTT, CITY ATTORNEY

By: _____
Name: Melissa Ables
Title: Deputy City Attorney

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) 264-6620**.

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

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

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

If a party changes its emergency contact telephone information, that party shall immediately notify the other party of the new contact information at the telephone number provided above, and, within ten (10) calendar days, provide the other party with written notice of the new contact information, in accordance with this Lease.

Exhibit G

Water Department Site Security Procedures

A. PURPOSE

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

B. AUTHORITY

- 2.1 Deputy Director, Water Operations Division
- 2.2 Real Estate Asset Department Lease Agreement for each specific property

C. DEFINITIONS

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

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

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

D. POLICY

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

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

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

E. RESPONSIBILITIES

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

5.2 Water Operations Division Employees

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

5.3 Real Estate Asset Department

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

F. ACCESS PROCEDURE

6.1 Non-Emergency Access Procedure

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

6.2 Emergency Access Procedure:

- a. Telecommunication service providers will be required to call the SCADA Operator, at (619) 527-7604 or (619) 527-7630, to request emergency access. At the time of the request, the provider will give the SCADA Operator the information as required in 6.1a above. The information given by the provider

should be logged onto the Telecom Service Provider Access Form (see attached). The SCADA Operator has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).

- b. The SCADA Operator will contact the Planner/Scheduler during normal working hours or dispatch a stand-by crew during non-normal working hours. During non-normal hours, the SCADA Operator will issue a SWIM service request (SR) to assign the stand-by crew to allow entry and to supervise the visitors. The SCADA Operator will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility.
- c. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.
- d. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.



THE CITY OF SAN DIEGO

Date of Notice: December 9, 2016

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 24002114

PROJECT NAME/NUMBER: VERIZON AVIATION/255219

COMMUNITY PLAN AREA: SKYLINE-PARADISE HILLS

COUNCIL DISTRICT: 4

LOCATION: 6770 AVIATION DRIVE, SAN DIEGO, CA 92114

PROJECT DESCRIPTION: The project proposes a Conditional Use Permit (CUP), a Planned Development Permit (PDP), and a Neighborhood Development Permit (NDP) to replace an existing wireless communication facility (WCF) with a new facility consisting of a 70-foot-tall monopine supporting 12 panel antennas, 12 RRUs, and 3 microwave dishes. In addition, a 572-square-foot equipment enclosure would be located on-site, with two microwave dishes located on the roof of that enclosure. The project would replace an existing 133'2" monopole. The site is located at 6770 Aviation Dr. in the RS-1-7 zone, within the Skyline-Paradise Hills Community planning area.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Planning Commission

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to CEQA State Guidelines, Section 15302.

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The project has been determined to be exempt from CEQA pursuant to Section 15302. This Class 2 exemption allows for the replacement and/or reconstruction of existing structures and facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity. None of the exceptions listed in CEQA Guidelines Section 15003.2 apply, therefore these exemptions are applicable to the proposed project.

DEVELOPMENT PROJECT MANAGER: Karen Lynch
MAILING ADDRESS: 1222 First Avenue, MS 501, San Diego, CA 92101-4153
PHONE NUMBER: (619) 446-5351

On December 9, 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 (December 23, 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	DEC 08 2016 <i>ml</i>
Removed	DEC 23 2016
Posted by	<i>myralee</i>

NOTICE OF EXEMPTION

TO: X RECORDER/COUNTY CLERK
P.O. Box 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

FILED
Ernest J Dronenburg, Jr. Recorder County Clerk

PROJECT NO.: 255219 PROJECT TITLE: VERIZON AVIATION
PROJECT LOCATION-SPECIFIC: 6770 AVIATION DRIVE, SAN DIEGO, CA 92114
PROJECT LOCATION-CITY/COUNTY: SAN DIEGO/SAN DIEGO

APR 25 2017
BY [Signature]
DEPUTY

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project proposes a Conditional Use Permit (CUP), a Planned Development Permit (PDP), and a Neighborhood Development Permit (NDP) to replace an existing wireless communication facility (WCF) with a new facility consisting of a 70-foot-tall monopine supporting 12 panel antennas, 12 RRUs, and 3 microwave dishes. In addition, a 572-square-foot equipment enclosure would be located on-site, with two microwave dishes located on the roof of that enclosure. The project would replace an existing 133'2" monopole. The site is located at 6770 Aviation Dr. in the RS-1-7 zone, within the Skyline-Paradise Hills Community planning area.

NAME OF PUBLIC AGENCY APPROVING PROJECT: CITY OF SAN DIEGO

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: CURTIS DIEHL, PLANCOM, INC. 302 STATE PLACE, ESCONDIDO, 2ND FLOOR, CA 92029; 951-833-5779.

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))
(X) CATEGORICAL EXEMPTION : *SECTIONS 15302(REPLACEMENT/RECONSTRUCTION)*

REASONS WHY PROJECT IS EXEMPT: This Class 2 exemption allows for the replacement and/or reconstruction of existing structures and facilities, where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity. None of the exceptions listed in CEQA Guidelines Section 15003.2 apply, therefore these exemptions are applicable to the proposed project.

LEAD AGENCY CONTACT PERSON: M.BLAKE

TELEPHONE: (619) 446-5375

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?
(X) YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA


M. BLAKE/SENIOR PLANNER

DATE JANUARY 5, 2017

CHECK ONE:

- (X) SIGNED BY LEAD AGENCY
() SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:



State of California - Department of Fish and Wildlife

2017 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:

37-2017- 0344

STATE CLEARINGHOUSE NUMBER (If applicable)

--

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF SAN DIEGO	LEAD AGENCY EMAIL --	DATE 04/25/2017
COUNTY/STATE AGENCY OF FILING San Diego County	DOCUMENT NUMBER *20170344*	
PROJECT TITLE VERIZON AVIATION		

PROJECT APPLICANT NAME CURTIS DIEHL, PLANCOM INC	PROJECT APPLICANT EMAIL --		PHONE NUMBER 619-446-5375
PROJECT APPLICANT ADDRESS 302 STATE PLACE 2ND FLOOR	CITY ESCONDIDO	STATE CA	ZIP CODE 92029
PROJECT APPLICANT (Check appropriate box)			
☒ Local Public Agency	☐ School District	☐ Other Special District	☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,078.25	\$	
☐ Mitigated/Negative Declaration (MND)(ND)	\$2,216.25	\$	
☐ Certified Regulatory Program document (CRP)	\$1,046.50	\$	

☐ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	
☒ County documentary handling fee		\$	\$50.00
☐ Other		\$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other 25998

TOTAL RECEIVED \$ 50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE San Diego County CARLOS B ARGANDONA, Deputy
----------------	--



ORIGINAL - PROJECT APPLICANT

COPY - CDFW/ASB

COPY - LEAD AGENCY

COPY - COUNTY CLERK

DFW 753.5a (Rev. 20151215)



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.sdarecc.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 #: 383364720170425
Deputy: CARGANDO
Location: COUNTY ADMINISTRATION BUILDING
25-Apr-2017 15:21

FEES:

50.00	Qty of 1 Fee Notice of Exemption for Ref# 2017 0344
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.sdarecc.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



Jun 21, 2017 10:25 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$69.00

PAGES: 18

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

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

INTERNAL ORDER NUMBER: 24002114

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONDITIONAL USE PERMIT NO. 898651
PLANNED DEVELOPMENT PERMIT NO. 898652
VERIZON AVIATION PROJECT NO. 255219
PLANNING COMMISSION

This Conditional Use Permit No. 898651 and Planned Development Permit No. 898652 are granted by the Planning Commission of the City of San Diego to the City of San Diego, Owner, and Verizon Wireless (VAW), LLC, Permittee, pursuant to San Diego Municipal Code [SDMC] sections 141.0420, 126.0303 and 126.0602. The .56-acre site is located at 6770 Aviation Drive in the RS-1-7 zone of the Skyline - Paradise Hills Community Plan. The project site is legally described as:

That portion of Lot 162, Encima de San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof, No. 1546, filed in the Office of the County Recorder of San Diego County, March 18, 1913, lying southerly from the southerly line of Benson Avenue, formerly Boston Avenue as shown on said Map No. 1546 and easterly from the following described line:

Commencing at the point of intersection of the southerly line of said Benson Avenue with the southwesterly line of Aviation Drive, formerly Lot 1, as shown on said Map No. 1546; thence along the southerly line of said Benson Avenue north 89° 11' west a distance of 65.00 feet to the true point of commencement; thence south 0° 49' west 181 feet, more or less, to an intersection with the center line of said Aviation Drive.

Subject to the terms and conditions set forth in this Permit, permission is granted to Permittee for a Wireless Communication Facility (WCF), described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated April 13, 2017, on file in the Development Services Department.

The project shall include:

- a. Removal of an existing 133-foot tall monopole and installation of a 69-foot tall monopine supporting twelve panel antennas, three microwave dishes and six Remote Radio Units;

- b. An existing 572-square-foot equipment enclosure with new Radio Frequency (RF) transparent screens concealing two microwave dishes on the roof top;
- c. A new 96-square-foot enclosure for a replacement emergency generator;
- d. A temporary 70-foot tall ballasted monopole supporting six panel antennas for use during the construction phase of the project;
- e. Landscaping (planting, irrigation and landscape related improvements); and
- f. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

Every aspect of this project is considered an element of concealment including (but not limited to) the dimensions, build and scale, color, materials and texture. Any future modifications to this permit/project must not defeat concealment.

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 April 27, 2020.
2. This permit and corresponding use of this site shall expire on **April 27, 2027**. Upon expiration of this approval, 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 unless the applicant of record files a new application for a facility which will be subject to compliance with all regulations in effect at the time.
3. No later than ninety (90) days prior to the expiration of this approval, the Permittee may submit a new application to the Development Services Department 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 WCF purposes beyond the permit expiration date. Use of this permit approval 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 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 Permittee and any successor(s) in interest.

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

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

10. The 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 Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall

have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

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

ENGINEERING REQUIREMENTS:

14. The project proposes to export 18.65 cubic yards of material from the project site. All excavated material listed to be exported, shall be exported to a legal disposal site in accordance with the Standard Specifications for Public Works Construction (the "Green Book"), 2003 edition and Regional Supplement Amendments adopted by Regional Standards Committee.

15. 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.

16. 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.

17. 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.

LANDSCAPE REQUIREMENTS:

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

19. The Permittee shall be responsible for the maintenance of all landscape improvements shown on the approved plans, consistent with the Landscape Standards unless long-term maintenance of said landscaping will be the responsibility of a Landscape Maintenance District or other approved entity. 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 unless specifically noted in this Permit.

20. 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, the Permittee shall repair and/or replace it in kind and equivalent size per the approved documents to the satisfaction of the Development Services Department within 30 days of damage.

21. 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.

22. Required shrubs or trees that die three years or more after installation shall be replaced with 15-gallon size or 60-inch box size /15 foot BTH material, respectively. Development Services may authorize adjustment of the size and quantity of replacement material.

PLANNING/DESIGN REQUIREMENTS:

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

24. Verification that the 133-foot tall monopole has been removed from the property within nine months of the approval of this permit shall be provided to Development Services. The 70-foot tall temporary pole is permitted for a period of six months during installation of the faux tree and must be removed within 30 days of final inspection approval. Failure to meet these deadlines will result in referral to Code Enforcement, which may include civil penalties and/or fines for non-compliance with this permit.

25. Faux foliage must be maintained in the condition in which it was installed, in accordance with approved photo simulations. Faded, damaged, or otherwise deficient foliage must be replaced within thirty (30) calendar days of notification by the City of San Diego.

26. The approved antenna dimensions include: twelve panel antennas – 96" by 11.9" by 7.1", a 2-foot diameter microwave dish, a 4-foot diameter microwave dish and a 6-foot diameter microwave dish all located on the faux tree as illustrated on the Exhibit "A" dated March 30, 2017. Two 6-foot diameter microwave dishes are approved for the roof top of the equipment enclosure behind RF transparent screens. Any future modifications to the antennas must be approved by Development Services.

27. All proposed hand-holes shall be covered with bark material to match the monopine, trunk to the satisfaction of the Development Services Department.
28. All coaxial conduits shall be routed up through the caisson and into the tree to the satisfaction of the Development Services Department. "Doghouse" cable housings are not permitted.
29. The overall shape and silhouette of the WCF must simulate a live tree at all times. All branches at the antenna level shall maintain a 24-inch extension beyond the entire vertical face of the antennas and shall not create a disproportioned tree.
30. Starting branch height shall be no lower than 10-feet and branch density shall be no less than four branches per foot.
31. All exposed cables, brackets and supports shall be painted to match the faux tree foliage to the satisfaction of the Development Services Department.
32. Ninety degree connectors shall be used for all coax exiting the antenna bottoms. Cables must be taut. No looping or hanging cables are permitted.
33. RF socks fully covering the front and back of the antennas shall be used. Any other associated components shall be painted to match foliage.
34. Prior to commencement of construction, the Permittee must contact the Department of Information Technology to arrange a Pre-Con meeting.
35. The Permittee shall install and maintain appropriate warning signage on the WCF as required by State and Federal regulations. The Owner/Permittee shall be responsible for complying with all State and Federal regulations.
36. The accuracy and validity of the RF Compliance Report, submitted by the Permittee, shall be assured while the WCF is in operation.
37. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
38. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days of notification by the City of San Diego.
39. 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, in which case, the removal and the restoration of this site to its original condition is required.

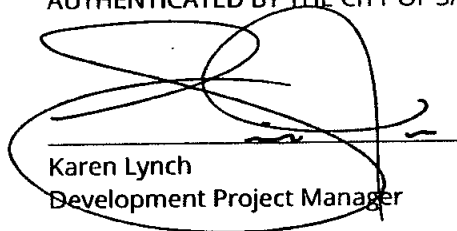
40. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and in accordance with the applicable regulations in the SDMC.

INFORMATION ONLY:

- 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) 446-5351 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.
- The issuance of this development permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this development 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.
- 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 April 13, 2017 by Resolution No. 4850-PC.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT


Karen Lynch
Development Project Manager

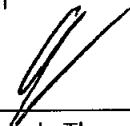
(SIMON TSE) SIGNED FOR:

**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

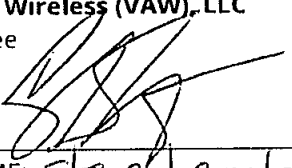
Owner

By 

Cybele Thompson
Real Estate Assets Director

Verizon Wireless (VAW), LLC

Permittee

By 

NAME: Steve Lamb

TITLE: Director

6/13/17

**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.

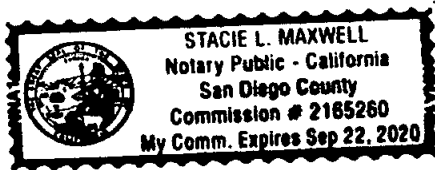
State of California)
County of San Diego)

On June 20, 2017 before me, Stacie L. Maxwell, 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 [Handwritten 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: Verizon Aviation - Project No. 255219
Document Date: April 13, 2017 Number of Pages: 8
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

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)§

COUNTY OF San Diego

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On June 20, 2017 before me, Teresa Dolores Morse, Notary Public,
Date Here Insert Name and Title of Officer

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

Cesera Selms Morse

ORIGINAL

ACKNOWLEDGMENT

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

State of California

County of Orange

On June 13, 2017 before me, BH Hoglund, Notary Public
(insert name and title of the officer)

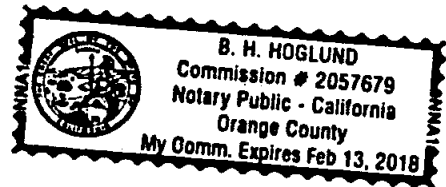
personally appeared Steve Lamb
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies); and that by ~~his/her/their~~ 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

[Handwritten Signature] (Seal)



ORIGINAL

PLANNING COMMISSION RESOLUTION NO. 4850-PC
CONDITIONAL USE PERMIT NO. 898651
PLANNED DEVELOPMENT PERMIT NO. 898652
VERIZON AVIATION - PROJECT NO. 255219

WHEREAS, City Of San Diego, Owner and Verizon Wireless (VAW), LLC, Permittee, filed an application with the City of San Diego for a permit for a Wireless Communication Facility (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No.'s 898651 and 898652), on portions of a .56-acre site;

WHEREAS, the project site is located at 6770 Aviation Drive in the RS-1-7 zone of the Skyline - Paradise Hills Community Plan;

WHEREAS, the project site is legally described as:

That portion of Lot 162, Encima de San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof, No. 1546, filed in the Office of the County Recorder of San Diego County, March 18, 1913, lying southerly from the southerly line of Benson Avenue, formerly Boston Avenue as shown on said Map No. 1546 and easterly from the following described line:

Commencing at the point of intersection of the southerly line of said Benson Avenue with the southwesterly line of Aviation Drive, formerly Lot 1, as shown on said Map No. 1546; thence along the southerly line of said Benson Avenue north 89° 11' west a distance of 65.00 feet to the true point of commencement; thence south 0° 49' west 181 feet, more or less, to an intersection with the center line of said Aviation Drive;

WHEREAS, on April 13, 2017, the Planning Commission of the City of San Diego considered Conditional Use Permit (CUP) No. 898651 and Planned Development Permit (PDP) No. 898652 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on December 9, 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 15302 (Replacement and/or reconstruction of existing facilities) 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 April 13, 2017.

FINDINGS:

Conditional Use Permit - §126.0305

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

The Skyline-Paradise Hills Community Plan did not contemplate Wireless Communication Facilities (WCF) at the time it was adopted in 1987. However, the City's General Plan addresses WCFs in the Urban Design Element (UD-A.15), which requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view.

This project consists of the removal of an existing 133-foot tall monopole and the installation of a 69-foot tall monopine supporting twelve panel antennas, three microwave dishes and six Remote Radio Units. The associated equipment will continue to be housed inside a 572-square-foot enclosure that supports two microwave dishes on the roof top. This project proposes two new Radio Frequency (RF) screens that would screen the dishes from view. A new 96-square-foot enclosure would house a new emergency generator. The WCF is located on a hill top above the community of Skyline – Paradise Hills at 6770 Aviation Drive. The project site is zoned RS-1-7. WCFs are permitted in this zone with a Conditional Use Permit pursuant to compliance with the underlying zone and the WCF regulations. The project site currently supports three 50-foot tall faux trees for other wireless carriers and a 105-foot tall monopole owned by the City of San Diego which supports antennas used by the Department of Information Technology for dispatch and emergency communications.

The project site is a high point in the community. It is surrounded by single-unit residential dwellings. It previously supported a city water tank, which was removed a number of years ago and now contains three WCF and the City monopole. Replacement of the Verizon monopole with another faux tree will reduce the visual impacts by providing screening for the panel antennas as well as the microwave dishes. The site is generally surrounded by mature trees and shrubs, however, Verizon is proposing to plant fourteen 36-inch box trees to include Leyland Cypress and Canary Island Pine species as well as twenty-four 5-gallon Toyons to provide additional screening for the WCF.

The proposed WCF complies with SDMC 141.0420, Wireless Communication Facilities, as well as the design and location requirements of the City's General Plan. The proposed WCF will not adversely affect the applicable land use plan or the City's General Plan.

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

The project is located at 6770 Aviation Drive in the Skyline-Paradise Hills Community Plan area. The project proposes to replace an existing 133-foot tall monopole with a 69-foot tall monopine. Existing equipment is located in a 572-square-foot enclosure and a new 96-square-foot

enclosure would house a replacement emergency generator. A chain link fence surrounds the project site and a locked gate secures the property.

The project was determined to be exempt from the California Environmental Quality Act pursuant to Section 15302 (Replacement or Reconstruction). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

The Telecommunications Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." A Radio Frequency Site Compliance Report was prepared, which concluded that the project is in compliance with FCC standards for RF emissions. Therefore, the project would not result in any significant health or safety risks to the surrounding area related to matters within the City's jurisdiction. Therefore, the proposed project will not be detrimental to the public health, safety and welfare.

3. The proposed development will comply to the maximum extent feasible with the regulations of the Land development Code; and

Wireless Communication Facilities (WCF) are permitted on premises with non-residential uses in residential zones with the processing of a CUP. The WCF Design Requirements [LDC Section 141.0420(g)(2)] state that WCFs "shall utilize all reasonable means to conceal or minimize the visual impacts of the WCF through integration. Integration with existing structures or with existing uses shall be accomplished through the use of architecture, landscape, and siting solutions.

The project consists of the removal of 133-foot tall monopole and the installation of a 69-foot tall monopine which will support 12 panel antennas, three microwave dishes and six remote radio units. Verizon will maintain their existing 572-square-foot equipment enclosure supporting two six-foot diameter microwave dishes, but will add Radio Frequency (RF) transparent screens to conceal the dishes. A new 96-square-foot enclosure to house a replacement emergency generator is also proposed. The project requires a Planned Development Permit (PDP) to deviate from the 30-foot height limit in the RS-1-7 zone and to deviate from the maximum 250-square-foot equipment shelter size.

The project site is a high point in the community and is surrounded by single-unit residential dwellings. The property is owned by the City and although it once supported a water tank, it now supports three 50-foot tall faux trees (AT&T, Sprint and T-Mobile), a 105-foot tall City monopole and the existing 133-foot tall Verizon monopole and all of the associated equipment shelters. The Verizon monopole was originally approved in 1984 (for a period of twenty years) prior to regulations or policies specific to wireless communication facilities. Verizon developed their network around the monopole, however, over the past several years additional sites in the

area have been added that would allow this site to be reduced in height, from 133 feet to 69 feet. Mature trees and shrubs on the perimeter of the property and three WCFs disguised as trees provided an opportunity for Verizon to replace their monopole with a faux tree that is 64 feet lower in height than the existing monopole. With the addition of 14 Leyland Cypress and Canary Island Pine trees on the east side of the property, the Verizon monopine will integrate into the project site and views will be improved.

The .56-acre project site currently supports WCF for four carriers and a City communications tower. It is located on a hilltop surrounded by residential uses with the closest residential dwellings located to the west and north. Verizon's existing 572-square-foot equipment enclosure is located on the southwestern portion of the project site and is screened by existing mature landscape along the west where an adjacent home exists. Currently, there are two 6-foot diameter microwave dish antennas on the roof top, which will be concealed within RF transparent screens, reducing any visual impacts. The proposed 96-square-foot emergency generator enclosure on the east side of the equipment enclosure will not be visible to adjacent properties due to the topography. As this project is subject to the WCF regulations in effect in 2011, a PDP was required to deviate from the maximum equipment area size of 250-square-feet.

Based on this analysis, the project design, and permits required, this project complies with the applicable regulations of the Land Development Code.

4. The proposed use is appropriate at the proposed location.

A City water tank was originally located on the project site, but was removed more than twenty years ago. Since that time, the site has been developed with WCF for four carriers in addition to a 105-foot-tall monopole used for city communication purposes. The hilltop location sits prominently above the surrounding residential development and the mature landscaping on the east and west sides of the property screens views of the Verizon WCF. Additional 36-inch box trees will be planted on the east side of the property to enhance screening and better integrate the proposed monopine into the setting.

Verizon is proposing to remove a 133-foot-tall monopole with exposed antennas and replace it with a 69-foot tall monopine supporting 12 panel antennas and three microwave dishes. In addition to the branches providing screening for the antennas, the panel antennas will be covered with pine needle socks to help blend them into the foliage. The microwave dishes will be painted the same color as the foliage and will be covered by branch antlers to further integrate them into the silhouette of the tree. The location of the monopine is on the west side of the property near the current location of the monopole. With the exception of three adjacent homes at approximately the same elevation as the project site, the majority of views of the Verizon WCF will be from much lower elevations and distant in most cases. An existing 30-foot tall California Pepper tree on-site as well as numerous mature trees off-site will screen the monopine from the residence on the west. The addition of fourteen 36-inch box trees will provide screening on the east side.

The demand for wireless services from residential consumers is significant resulting in carriers' having to locate within residential neighborhoods to provide these services. The WCF regulations encourage providers to seek out non-residential sites by providing a lower decision

process level. In this case, the project site is zoned for residential but used for WCF. If there were no deviations, the project would not require a PDP and would be processed as a CUP, Process Three. The permit will allow Verizon to maintain a WCF at this location, while upgrading the site to better integrate with the surroundings and improve views to the community, therefore, the use is appropriate at this location.

Planned Development Permit S126.0604

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

The Skyline-Paradise Hills Community Plan did not contemplate Wireless Communication Facilities (WCF) at the time it was adopted in 1987. However, the City's General Plan addresses WCFs in the Urban Design Element (UD-A.15), which requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view.

This project consists of the removal of an existing 133-foot tall monopole and the installation of a 69-foot tall monopine supporting twelve panel antennas, three microwave dishes and six Remote Radio Units. The associated equipment will continue to be housed inside a 572-square-foot enclosure that supports two microwave dishes on the roof top. This project proposes to new Radio Frequency (RF) screens that would screen the dishes from view. A new 96-square-foot enclosure would house a new emergency generator. The WCF is located on a hill top above the community of Skyline – Paradise Hills at 6770 Aviation Drive. The project site is zoned RS-1-7. WCFs are permitted in this zone with a Conditional Use Permit pursuant to compliance with the underlying zone and the WCF regulations. The project site currently supports three 50-foot tall faux trees for other wireless carriers and a 105-foot tall monopole owned by the City of San Diego which supports antennas used by the Department of Information Technology for dispatch and emergency communications.

The project site is a high point in the community. It is surrounded by single-unit residential dwellings. It previously supported a city water tank, which was removed a number of years ago and now contains three WCF and the City monopole. Replacement of the Verizon monopole with another faux tree will reduce the visual impacts by providing screening for the panel antennas as well as the microwave dishes. The site is generally surrounded by mature trees and shrubs, however, Verizon is proposing to plant fourteen 36-inch box trees to include Leyland Cypress and Canary Island Pine species as well as twenty-four 5-gallon Toyons to provide additional screening for the WCF.

The proposed WCF complies with SDMC 141.0420, Wireless Communication Facilities, as well as the design and location requirements of the City's General Plan. The proposed WCF will not adversely affect the applicable land use plan or the City's General Plan.

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

The project is located at 6770 Aviation Drive in the Skyline-Paradise Hills Community Plan area. The project proposes to replace an existing 133-foot tall monopole with a 69-foot tall monopine. Existing equipment is located in a 572-square-foot enclosure and a new 96-square-foot enclosure would house a replacement emergency generator. A chain link fence surrounds the project site and a locked gate secures the property.

The project was determined to be exempt from the California Environmental Quality Act pursuant to Section 15302 (Replacement or Reconstruction). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

The Telecommunications Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." A Radio Frequency Site Compliance Report was prepared, which concluded that the project is in compliance with FCC standards for RF emissions. Therefore, the project would not result in any significant health or safety risks to the surrounding area related to matters within the City's jurisdiction. Therefore, 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; and

This project is located on a non-residential property that is zoned RS-1-7. WCF are permitted on a parcel with a non-residential use in a residential zone with a Conditional Use Permit (CUP), Process Three. However, the RS-1-7 zone has a 30-foot height limit and Verizon is proposing a 69-foot tall monopine, which requires a Planned Development Permit (PDP). The purpose of a PDP is to "to encourage imaginative and innovative planning and to assure that the development achieves the purpose and intent of the applicable land use plan and that it would be preferable to what would be achieved by strict conformance with the regulations." Reducing the height of the monopine to 30 feet will significantly reduce coverage and capacity impacting Verizon subscribers that currently rely on coverage from this site. It would also result in additional sites in and around the neighborhood to compensate for the loss of coverage caused by the reduction in height as cited in the Third Party Technical Report, prepared by RCC Engineering.

The existing 133-foot tall monopine was approved in 1984 for a period of 20 years. The Verizon network was developed around this site so consequently additional non-residential "fill-in" sites were required in order to make up for the 64-foot height reduction. Verizon has been processing those "fill-in" sites over the past few years in order to address the reduction in height recommended for this site. Removing the monopole which supports exposed antennas and

replacing it with a faux tree concealing the antennas in the tree foliage will improve views of the WCF and help it to more appropriately integrate into the property.

Verizon's existing 572-square-foot equipment enclosure is located on the southwestern portion of the project site and is screened by existing mature landscape along the west where an adjacent home exists. Currently, there are two 6-foot diameter microwave dish antennas on the roof top, which will be concealed within RF transparent screens, reducing any visual impacts. The proposed 96-square-foot emergency generator enclosure on the east side of the equipment enclosure will not be visible to adjacent properties due to the topography. As this project is subject to the WCF regulations in effect in 2011, a PDP was required to deviate from the maximum equipment area size of 250-square-feet. Reducing the size of the enclosure to 250 square feet would have a significant impact on Verizon's network operations at this site. At the time this site was originally developed, WCFs were located at higher elevations with antennas at greater heights. There were fewer WCFs in the initial phases of wireless technology and those that did exist maintained large equipment footprints to accommodate larger sized equipment and in this case, support microwave dishes. The Verizon network was developed around this initial site and was built to accommodate a lot of traffic from the large surrounding residential development and major streets in the community as well as interconnectivity with other microwave host sites in the network. Maintaining the equipment enclosure size is vital to current operations.

With the exception of height and equipment size deviations, the project will comply with the applicable regulations of the LDC.

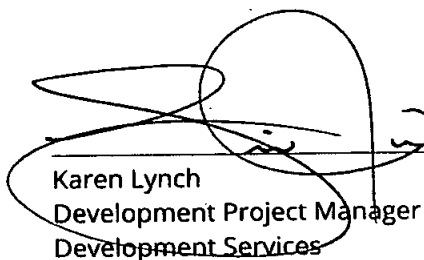
4. The proposed use is appropriate at the proposed location.

A City water tank was originally located on the project site, but was removed more than twenty years ago. Since that time, the site has been developed with WCF for four carriers in addition to a 105-foot-tall monopole used for city communication purposes. The hilltop location sits prominently above the surrounding residential development and the mature landscaping on the east and west sides of the property screens views of the Verizon WCF. Additional 36-inch box trees will be planted on the east side of the property to enhance screening and better integrate the proposed monopine into the setting.

Verizon is proposing to remove a 133-foot-tall monopole with exposed antennas and replace it with a 69-foot tall monopine supporting 12 panel antennas and three microwave dishes. In addition to the branches providing screening for the antennas, the panel antennas will be covered with pine needle socks to help blend them into the foliage. The microwave dishes will be painted the same color as the foliage and will be covered by branch antlers to further integrate them into the silhouette of the tree. The location of the monopine is on the west side of the property near the current location of the monopole. With the exception of three adjacent homes at approximately the same elevation as the project site, the majority of views of the Verizon WCF will be from much lower elevations and distant in most cases. An existing 30-foot tall California Pepper tree on-site as well as numerous mature trees off-site will screen the monopine from the residence on the west. The addition of fourteen 36-inch box trees will provide screening on the east side.

The demand for wireless services from residential consumers is significant resulting in carriers' having to locate within residential neighborhoods to provide these services. The WCF regulations encourage providers to seek out non-residential sites by providing a lower decision process level. In this case, the project site is zoned for residential but used for WCF. If there were no deviations, the project would not require a PDP and would be processed as a CUP, Process Three. The permit will allow Verizon to maintain a WCF at this location, while upgrading the site to better integrate with the surroundings and improve views to the community, therefore, the use is appropriate at this location.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, CUP No. 898651 and PDP No. 898652 are hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No.'s 898651 and 898652, a copy of which is attached hereto and made a part hereof.



Karen Lynch
Development Project Manager
Development Services

(SIMON TSE) SIGNED FOR:

Adopted on: April 13, 2017

IO#: 24002114