



CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT

between

THE CITY OF SAN DIEGO

and

NEXTG NETWORKS OF CALIFORNIA, INC.

for

Various Poles

**CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT**

This CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY ("Effective Date"), once the Permit is approved by the San Diego City Attorney.

RECITALS

A. PERMITTEE and CITY entered into a certain Right of Way Use Agreement dated May 24, 2004 (the "RUA"), pursuant to which PERMITTEE was given the right to occupy portions of Public Rights-of-Way (as defined in Section 1.10 below) as well as upon CITY-owned infrastructure within the Public Rights-of-Way.

B. PERMITTEE and CITY have agreed to enter into this Use and Occupancy Permit which shall supersede the May 24, 2004, RUA currently in place between the parties.

C. PERMITTEE owns, maintains, operates and controls, in accordance with regulations promulgated by the California Public Utilities Commission, a fiber-based telecommunications Network (as defined in Section 1.6 below) serving PERMITTEE'S wireless carrier customers and using microcellular optical repeater Communications Equipment (as defined in Section 1.1 below) certified by the Federal Communications Commission.

D. PERMITTEE holds a valid and unrevoked certificate of public convenience and necessity ("CPCN") that was issued by the California Public Utilities Commission ("CPUC") in its Decision No. 03-01-061 that became effective on January 30, 2003. Since its initial issuance of a CPCN, PERMITTEE applied for and was issued a full Facilities-based CPCN by the CPUC in its decision No. 07-04-045 that became effective on April 12, 2007. PERMITTEE is a state regulated telephone corporation, with a state franchise, governed by Public Utility Code Section 7901. This CPCN recites PERMITTEE'S authority to partake in construction activities consistent with the decision and CPCN U-6745-C.

E. For the purpose of operating the Network and improving wireless coverage and capacity in CITY, PERMITTEE wishes to locate, place, attach, install, operate, control, and maintain Communications Equipment in the Public Rights-of-Way on facilities owned by CITY and by third parties.

F. The Public Rights-of-Way within CITY are used by and useful to private enterprises engaged in providing telecommunications services to residents, institutions and businesses located in CITY.

G. The right to occupy portions of the Public Rights-of-Way upon CITY-owned infrastructure for limited times, for the business of providing telecommunications services, is a

valuable economic privilege, the economic benefit of which should be shared with all taxpayers of CITY.

H. Beneficial competition between providers of communications services can be furthered by CITY'S provision of grants of location and rights to use the Public Rights-of-Way on nondiscriminatory and competitively neutral terms and conditions.

I. PERMITTEE is willing to compensate CITY in exchange for CITY granting PERMITTEE the right to physically locate upon CITY facilities within the Public Rights-of-Way and to occupy portions of the Public Rights-of-Way.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

As used in this Permit, the terms listed below are defined as follows:

- 1.1. "Communications Equipment" – includes, but is not limited to, PERMITTEE'S omnidirectional antennas, directional panel antennas mounting brackets, equipment enclosures, AC disconnects, flexible metal conduits, external riser attachments, grounding plates, grounding wires, grounding pipes, coils, NEMA boxes, and fiber optic cables, more particularly described and depicted in Exhibit B as updated from time to time. PERMITTEE'S equipment does not meet the definition of a wireless communication facility as defined by the San Diego Municipal Code ("SDMC") and PERMITTEE'S use of Omnidirectional antenna of 24 inches in height or less and/or panel antennas of 24 by 24 inch shall continue to be categorized as exempt from the application of Section 141.0420(a)(2) of the SDMC and meets the definition of a "single remote panel antennas less than 24 inches in length and width" as defined in subsection (a) thereof.
- 1.2. "Decorative Street Light Pole" – any streetlight pole that incorporates artistic design elements not typically found in standard steel, concrete or aluminum streetlight poles and does not have a mast arm for electrolier support. The term Decorative Street Light Pole includes any historically designated or architecturally significant light poles owned by CITY.
- 1.3. "Emergency" – imminent danger to the public health, safety or welfare or property.
- 1.4. "Gross Revenue" – any and all income and other consideration collected, received, or in any manner gained or derived by PERMITTEE from, or in connection with, the Permit Use, either directly by PERMITTEE or indirectly through a reseller, if any, to customers of telecommunications services within the City of San Diego, including any imputed revenue derived from commercial trades and barter equivalent to the full retail value of the telecommunications services provided by PERMITTEE. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which may be paid to or collected for federal, state, or local government, exclusive of the Annual Rent (defined in Section 6 below) paid to CITY as provided herein; (b) retail discounts or other promotions; (c) non-collectable

amounts due PERMITTEE or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

- 1.5. “Hazardous Substances” – those hazardous substances listed by the Environmental Protection Agency (“EPA”) in regularly released reports and any other substances incorporated into the State of California’s list of hazardous substances.
- 1.6. “Network” or collectively, “Networks” – one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by PERMITTEE to serve its wireless carrier customers in CITY.
- 1.7. “Permit Area” – various CITY-owned Sites (defined below), more particularly depicted in Exhibit A.
- 1.8. “Permit Use” – the non-exclusive use of the Permit Area solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, operating, maintaining, and removing, all at PERMITTEE’S sole cost and expense, the Communications Equipment. Any Street Light Pole (defined below) or Traffic Signal (defined below) is for the primary purpose of providing lighting, but may have the secondary purpose of accommodating PERMITTEE’S Operations (defined below) at the Permit Area.
- 1.9. “PERMITTEE’S Operations” – PERMITTEE’S development, occupancy, use, and/or maintenance of the Permit Area.
- 1.10. “Public Way” or “Public Rights-of-Way” – space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all general utility easements as the same now and may hereafter exist, that are under the jurisdiction of CITY, and are more particularly depicted in Exhibit A.
- 1.11. Intentionally Omitted.
- 1.12. “Site” – a Street Light Pole, Traffic Signal or Utility Pole (defined below) where the Communications Equipment is installed pursuant to this Permit as more particularly depicted in Exhibit A.
- 1.13. “Street Light Pole” – any concrete, fiberglass, metal, or wooden pole that has a mast arm for electrolier support.
- 1.14. “Traffic Signal” – any standard-design concrete, fiber glass, or metal pole that has a mast arm for electrolier support and is used for traffic signal control purposes. Traffic signals may also integrate a streetlight.
- 1.15. “Utility Pole” – any wooden pole that is erected by a utility company.

- 1.16. “Wireless Master Plan” – a master plan of preferred designs and equipment/antenna configurations approved by CITY’S Development Services Department more particularly described and depicted for each Site in Exhibit B as updated from time to time.

2. RIGHT TO ENTER AND OCCUPY.

Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its officers, employees, agents, and contractors to enter upon and occupy the Permit Area solely for the purpose of the Permit Use.

- 2.1 License Only. This Permit is a license to use CITY-owned property. It is not a lease.

3. USE OF PERMIT AREA.

PERMITTEE shall use the Permit Area solely for the Permit Use.

- 3.1. Other Uses. PERMITTEE shall not operate the Communications Equipment or use the Permit Area for other related or incidental activities of any kind without CITY’S prior written consent, which consent shall be in CITY’S sole discretion. Communications Equipment installed on a Traffic Signal shall not interfere with the operation of the Traffic Signal, or cause visual impairment, distraction, or confusion to motorists. PERMITTEE may install Communications Equipment on the Street Light Poles as depicted in Exhibit B. Any proposed installations on Street Light Poles beyond those depicted in Exhibit B shall be reviewed and approved by CITY prior to installation.
- 3.2. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance, as defined in California Civil Code section 3479.

4. TERM.

The term of this Permit (“Term”) shall not exceed seven (7) years, commencing on the Effective Date. “Permit 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. No Holdover. PERMITTEE may not continue in possession of the Permit Area past the expiration or earlier revocation or termination of this Permit. Any extension of the Term shall require approval by the City Council pursuant to City Council Policy 700-10 (“Disposition of CITY-Owned Real Property”).

5. PERMIT PROCESSING FEE.

Upon execution of this Permit by PERMITTEE, PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee in the amount of \$3,970 (three thousand nine hundred seventy dollars).

6. RENT.

PERMITTEE shall pay to CITY rent in the amount of \$578 (five hundred seventy-eight dollars) per Site, per Permit Year (“Annual Rent”), subject to 3% annual adjustments as of the first day of the second Permit Year and each Permit Year thereafter, as follows:

Permit Year Two	\$595 per Site
Permit Year Three	\$613 per Site
Permit Year Four	\$632 per Site
Permit Year Five	\$651 per Site
Lease Year Six	\$670 per Site
Lease Year Seven	\$690 per Site

In addition to the Annual Rent, PERMITTEE shall pay to CITY, on an annual basis, a “Gross Revenue Fee” equal to five percent (5%) of PERMITTEE’S Gross Revenue received by PERMITTEE from the Permit Use for each preceding Permit Year. The Gross Revenue Fee paid to CITY shall not include any CITY administrative fees such as permit fees, inspection fees, business taxes, other regulatory charges, or the Annual Rent pursuant to this Permit.

- 6.1 Time and Place of Payment. Annual Rent is due in arrears on or before the first day of each Permit Year during the Term and the Gross Revenue Fee is due in arrears on or before the first day of each Permit Year during the Term (collectively referred to hereinafter as the “Annual Payment”). The Annual Rent check and the Gross Revenue Fee check shall each be made payable to “City Treasurer” and delivered to the Office of the City Treasurer, Civic Center Plaza Building, 1200 Third Avenue, First Floor,

San Diego, CA 92101, or mailed with an invoice to:

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

PERMITTEE shall include CITY’S customer account number for PERMITTEE on each of the checks used for the Annual Payment so CITY can apply the Annual Payment to the appropriate account. The place of payment may be changed at any time by CITY upon thirty (30) calendar day’s written notice to PERMITTEE. Mailed Annual Payments shall be deemed paid upon the date the payments are postmarked by the postal authorities. If a postmark is illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. PERMITTEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 6.2 Delinquent Payments. If PERMITTEE fails to pay the Annual Payment when due, PERMITTEE shall pay, in addition to the unpaid Annual Payment, five percent (5%) of the delinquent Annual Payment. If any portion of the Annual Payment is still unpaid twenty (20) calendar days after the first day of the Permit Year, PERMITTEE shall pay an additional five percent (5%), for a total of ten percent (10%) of the delinquent Annual

Payment, which is agreed by the Parties to be appropriate to compensate CITY for loss resulting from fee delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of PERMITTEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

- 6.3 Financial Records. PERMITTEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all Gross Revenue, as well as any taxes, levies, fees, retail discounts, promotions, non-collectable amounts, refunds, rebates, and non-operating revenues, which are exempted from Gross Revenue under Section 1.4 of this Permit. PERMITTEE shall make all such financial records available to CITY for inspection at a reasonable location and time so that CITY can determine PERMITTEE'S compliance with this Permit. PERMITTEE shall maintain all such financial records for a minimum period of five (5) years past the expiration or earlier revocation or termination of this Permit. This section shall survive the expiration or earlier revocation or termination of this Permit.

7. INSURANCE.

- 7.1. Prerequisites to PERMITTEE'S Operations. Prior to PERMITTEE'S Operations, PERMITTEE shall complete each of the following:

- 7.1.1. PERMITTEE shall obtain a Commercial General Liability insurance policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least \$2,000,000 (two million dollars) per occurrence, subject to an annual aggregate of \$4,000,000 (four million dollars), and deliver to CITY'S Real Estate Assets Department ("READ") a certificate of such insurance currently in effect;
- 7.1.2. PERMITTEE shall obtain an All-Risk Property insurance policy providing coverage for all of PERMITTEE'S insurable property within the Permit Area in an amount to cover one hundred percent (100%) of the replacement cost, and deliver to READ a certificate of such insurance currently in effect;
- 7.1.3. PERMITTEE shall obtain a separate endorsement(s) [CG2010 (11/85) or CG20 26 11 85], naming "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additional insureds in each of PERMITTEE'S liability policies, and deliver to READ a copy of such endorsement(s); and
- 7.1.4. Each of the insurance policies described above shall be primary and noncontributory to any coverage carried or maintained by CITY.

- 7.2. Qualified Insurer(s). All insurance required under this Permit shall be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. CITY may accept non-admitted surplus lines insurers, provided they are included on the most recent

list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.

- 7.3. Deductibles and Retentions. All deductibles and self-insured retentions on any insurance policy of PERMITTEE required under this Permit shall be the sole responsibility of PERMITTEE.
- 7.4. Continuity of Coverage. Each insurance policy required under this Permit shall be in effect prior to PERMITTEE'S Operations, except that "course of construction fire insurance/builders risk" 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. PERMITTEE shall keep in force each of the insurance policies required under this Permit throughout the Term and any extended use, without lapse. When a new insurance policy is obtained, or when an insurance policy is renewed or extended, PERMITTEE shall deliver to CITY, within fifteen (15) calendar days thereafter, a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.
- 7.5. Modification. To assure protection from and against the kind and extent of risk existing in the Permit Area, CITY, in its sole discretion, may require the reasonable revision of amounts and coverage, at any time during the Term, by giving PERMITTEE thirty (30) calendar days written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements constructed by PERMITTEE, in order to meet the requirements of this Permit.
- 7.6. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons within the Permit Area. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.7. Failure to Comply. If PERMITTEE fails or refuses to obtain or maintain any of the insurance required under this Permit, or fails to provide proof of such insurance, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums, stating the amount paid, the name of each insurer, and the rate of interest. PERMITTEE shall pay such reimbursement and interest on the first day of the month following CITY'S notice.

8. PERMITTEE'S RISK.

PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S Operations and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.

9. ACCEPTANCE OF PERMIT AREA.

By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that PERMITTEE is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations CITY may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects, whether apparent or latent, within the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including, without limitation, PERMITTEE'S employees, from any defects within the Permit Area, and shall be solely responsible therefor. PERMITTEE has been given the opportunity to investigate the Permit Area for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. PERMITTEE shall notify CITY if PERMITTEE'S investigations indicate the presence of any Hazardous Substances in the Permit Area. PERMITTEE waives any claims against CITY which may result from the presence of Hazardous Substances on or within the Permit Area.

10. DEVELOPMENT OF SITES.

PERMITTEE shall not develop any Site in the Permit Area unless and until this Permit has been executed (or if applicable, amended) by the Parties and approved by the San Diego City Attorney to include the Site(s) in Exhibits A and B of this Permit. PERMITTEE shall develop each Site in the Permit Area in accordance with its respective site plans (PERMITTEE'S standard drawings) approved by CITY'S Development Services Department (or other CITY department, as appropriate), attached hereto as Exhibit B as updated from time to time. CITY may, in its sole discretion, authorize changes to such plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with READ.

10.1. PERMITTEE'S Permit Process. PERMITTEE shall follow each of the following permit processes:

- 10.1.1. Above Ground Installations on CITY-owned Sites, Specifically Street Light Poles and Traffic Signals. PERMITTEE shall follow the Development Services Submittal Process, which entails the submittal of pole drawings in "D" size format on a CITY-approved template. Such submittal will go through the standard multi-department review and approval process. Final plans will be submitted in Mylar form and approved by the City Engineer to produce permanent records for CITY.
- 10.1.2. Above Ground Installations on Third-Party Utility-owned Poles, Below Ground Installations of Fiber Optic Cable (Trenching) and Leasing of Existing Empty Conduit in the Public Rights-of-Way. PERMITTEE shall submit to CITY'S Development Services Department construction plans pursuant to the approved CITY template. PERMITTEE may process plans for over-the-counter or submittal

review in accordance with CITY'S Project Submittal Manual, as it may be amended. PERMITTEE shall comply with all requirements of the SDMC, including, but not limited to, Chapter 6 of the SDMC and the Land Development Code for work on utility installations in the Public Rights-of-Way.

- 10.1.3. Storage of Utility Plans. Pursuant to Section III (Records) of the Manual of Administrative Practices for Utility Installations in Public Rights-of-Way 1985, all utilities with installations in the public rights-of-way shall maintain records relating the location of such utilities to the California Coordinate System. PERMITTEE shall maintain up-to-date records on their utility locations and shall promptly make electronic records available upon request of CITY. PERMITTEE shall keep such records at its document storage facility located at 3355 Mission Avenue, Suite 234, Oceanside, CA 92058, in San Diego County. PERMITTEE shall keep such plans and related documents for a minimum of four years in hard copy format. After four years, all documents will be available in electronic format only. Records may be reviewed and copied by CITY at any time during regular business hours with 48-hours prior notice.

11. IMPROVEMENTS AND ALTERATIONS.

PERMITTEE shall not construct any improvements, structures, or installations in the Permit Area, or make any alterations to the Permit Area (with the exception of necessary maintenance and/or repairs) without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. PERMITTEE shall not make structural or architectural design alterations to approved improvements, structures, or installations in the Permit Area without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. CITY shall not be obligated by this Permit to make, or assume any expense for, any improvements or alterations.

- 11.1. Upgrading. If changes in technology occur during the Term that require PERMITTEE to upgrade the Communications Equipment within the Permit Area, PERMITTEE may perform such upgrading, provided that: (1) PERMITTEE obtains CITY'S prior written consent, which consent shall be in CITY'S sole discretion; (2) the upgrading does not damage or interfere with any adjacent improvements in the Permit Area; and (3) the upgrading complies with the requirements set forth in Exhibit C.
- 11.2. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations in the Permit Area, PERMITTEE shall inform permitting authorities, in writing, that the Permit Area is CITY-owned property.
- 11.3. Repair and Restoration. These provisions shall not relieve PERMITTEE of any obligation under this Permit to maintain the Permit Area in a decent, safe, healthy, and sanitary condition, as required in Section 18 of this Permit.
- 11.4. Emergency. In the event of an Emergency, as soon as practicable thereafter and not later than two (2) business days after having taken such action, PERMITTEE shall advise CITY in writing of the emergency work performed or the action taken with respect to any

emergency modification or alteration of PERMITTEE'S Communications Equipment. PERMITTEE shall acquire any necessary permits, if any, to cover the emergency work performed.

- 11.5. Accidental Damage by CITY. In the event CITY should cut or damage PERMITTEE'S communication line, PERMITTEE agrees to perform all repairs expeditiously, no later than six (6) hours from notice of cut. Simultaneously, CITY agrees to cease any and all work to the affected Permit Area for a maximum of six (6) hours or until PERMITTEE completes all repairs, whichever is less. PERMITTEE agrees to compensate CITY for its contractor's idle time while waiting for the completion of PERMITTEE'S work.

12. COMPETENT MANAGEMENT.

Throughout the Term, PERMITTEE shall provide competent management of the Permit Area for the Permit Use to the reasonable satisfaction of CITY. For the purposes of this section, "competent management" shall mean demonstrated ability in the management and operation of wireless communication facilities and related activities in a responsible manner and in accordance with industry standards.

13. COMPLIANCE WITH LAWS AND POLICIES.

- 13.1. General. PERMITTEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments, at PERMITTEE'S sole cost and expense. PERMITTEE shall comply with any and all notices issued by CITY under the authority of all laws, statutes, ordinances, or regulations.
- 13.2. Nondiscrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

14. TELECOMMUNICATIONS PROVISIONS.

- 14.1. Entire Installation. PERMITTEE warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation at each Site within the Permit Area. PERMITTEE shall update Exhibit B from time to time as any changes to the Communications Equipment are made, or within thirty (30) calendar days after CITY'S demand for such an update.
- 14.2. Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any portion of the Permit Area casually accessible by the general public or by any worker at ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure. PERMITTEE shall report to CITY any portion of the Permit Area discovered

by PERMITTEE to exceed these federally mandated limits. PERMITTEE shall not hold CITY responsible for radiation levels found to exceed these limits. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any equipment installed within the Permit Area may, at times, require shutdown to allow maintenance on antenna structures. PERMITTEE shall allow shutdown periods when required for this maintenance, provided CITY shall use reasonable efforts to ensure that these 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 a primary concern. Any areas in which these employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. PERMITTEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. PERMITTEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days prior to such a change.

- 14.3. Radio Frequency Interference. PERMITTEE warrants that all Communications Equipment installations, modifications, operation, and maintenance will not result in degraded performance or RF interference to any existing authorized uses within the Permit Area by fulfilling the requirements of Exhibit C, which may be updated from time to time in CITY'S sole discretion.
- 14.4. Industry Standards. PERMITTEE shall perform all Communications Equipment installations, modifications, operation, and maintenance in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on CITY property shall comply with the following supplemental requirements:
 - 14.4.1. PERMITTEE shall remove all of its trash and debris from the Permit Area at the end of each workday and on completion of each project;
 - 14.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements and General Orders propagated by the CPUC; and
 - 14.4.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to any other user within the Permit Area.
- 14.5. Collocation. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) within the Permit Area without CITY'S prior written consent.
- 14.6. Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not unreasonably interfere with CITY operations or public use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs on or within the Permit Area. PERMITTEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with the Permit Use. PERMITTEE shall keep the Permit Area clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Permit Area is damaged by any cause that puts the Permit Area into a condition which is not decent, safe, healthy, and sanitary, PERMITTEE shall make, or cause to be made, full repair of the damage and restore the Permit Area to the condition which existed prior to the damage; or, at CITY'S option, PERMITTEE shall clear and remove from the Permit Area all debris resulting from the damage and restore the Permit Area in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. PERMITTEE shall commence preliminary steps toward performing repairs and/or restoration of the Permit Area as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Permit Area within one hundred eighty (180) calendar days after such occurrence.

16. HAZARDOUS SUBSTANCES.

PERMITTEE shall not allow the installation or release of Hazardous Substances in, on, under, or from the Permit Area. PERMITTEE and PERMITTEE'S agents, sublicensees, contractors, and subcontractors shall not store, utilize, or sell any Hazardous Substance in the Permit Area without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. For the purpose of this section, a release shall include, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of Hazardous Substances.

- 16.1. Remediation. If PERMITTEE'S Operations result in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.2. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S Operations, including, without limitation, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
- 16.3. Notice of Release. If PERMITTEE knows, or has reasonable cause to believe, that a Hazardous Substance has been released in, on, under, or from the Permit Area, PERMITTEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) calendar days of receipt of the knowledge or cause for belief. If PERMITTEE knows, or has reasonable cause to believe, that such substance is an imminent and substantial danger to public health and/or safety, PERMITTEE may take all

actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received, environmental action initiated, or private suit filed that is related to the Permit Area.

- 16.4. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S Operations resulted in any Hazardous Substance being released in, on, under, or from the Permit Area, CITY may cause an environmental assessment of the Permit 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 PERMITTEE'S sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE'S Operations in, on, under, or from the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment, such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.

17. SIGNS

PERMITTEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, CPUC and/or FCC. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising within the Permit Area without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found within the Permit Area, PERMITTEE shall remove the item, at PERMITTEE'S sole cost and expense, upon forty-eight (48) hours notice by CITY, or CITY may then enter the Permit Area and remove the item at PERMITTEE'S sole cost and expense. PERMITTEE shall post a clearly marked sign at each Site within the Permit Area indicating PERMITTEE'S name and emergency telephone number.

18. MAINTENANCE OF PERMIT AREA.

- 18.1. PERMITTEE Maintenance. PERMITTEE shall, at its sole cost and expense, continuously maintain the Permit Area throughout the Term. In doing so, PERMITTEE 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 Permit Area 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 depiction of the Permit Area 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. PERMITTEE is specifically exempt from

any street restoration fee or street damage fee.

- 18.2. CITY Maintenance. CITY reserves the right to perform any needed routine maintenance within the Permit Area at any time without providing notice to PERMITTEE, including, but not limited to, the replacement of light bulbs on a Street Light Pole and/or Traffic Signal. However, should CITY perform non-routine maintenance, including, but not limited to, the replacement of a Street Light Pole and/or Traffic Signal, CITY shall provide PERMITTEE 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 PERMITTEE notice as soon as reasonably possible thereafter), and PERMITTEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance within the Permit Area.
- 18.3. Emergency Maintenance Procedures for Parties. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit D, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers. PERMITTEE shall provide and install an emergency shut-off switch which will terminate electrical service to the PERMITTEE'S equipment, with the switch to be used only as set forth in Exhibit D.

19. ENTRY AND INSPECTION.

CITY may, at any time, enter the Permit Area for the purpose of viewing and ascertaining the condition of the Permit Area, or to protect CITY'S interest in the Permit Area, or to inspect the operations conducted within the Permit Area. If CITY'S entry or inspection discloses that the Permit Area is not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to PERMITTEE, have any necessary maintenance work done in order to keep the Permit Area in a decent, safe, healthy, and sanitary condition, all at PERMITTEE'S sole cost and expense, and PERMITTEE 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 Permit Area is not in a decent, safe, healthy, and sanitary condition, CITY may, in its sole discretion, without additional notice, require PERMITTEE 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. PERMITTEE shall pay all costs associated with the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Permit. As part of its standard practice, PERMITTEE shall schedule a pre-construction inspection and post-construction inspection of the Permit Area.

20. UTILITIES.

PERMITTEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with PERMITTEE'S Operations. All utilities shall be installed underground unless such existing utilities are aerial and shall be used for PERMITTEE'S Operations only. PERMITTEE shall bring its own electrical circuit to Street Light Poles or

Traffic Signals to serve its Equipment, if an unmetered circuit does not already exist. In such instances, PERMITTEE'S meter shall be separate from the metered circuit serving CITY'S Traffic Signal for traffic control purposes.

21. TAXES.

PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of PERMITTEE'S Operations, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, assessments, and/or fees shall not reduce any payment due CITY.

22. SUPERIOR INTERESTS.

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

23. ENCUMBRANCES.

PERMITTEE shall not permit any encumbrance related to PERMITTEE'S Operations. CITY may, in its sole discretion, consent to such an encumbrance if exclusively related to PERMITTEE'S development of the Permit Area. If an encumbrance is placed on the Permit Area or any portion of the Permit Area, PERMITTEE shall diligently seek and obtain, at its sole cost and expense, the removal of the encumbrance as soon as possible upon completion of the development, if the encumbrance was authorized by CITY, or, if unauthorized, immediately upon CITY'S demand.

- 23.1. Liens. PERMITTEE 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 PERMITTEE'S Operations, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If PERMITTEE'S Operations result in a lien or notice of lien being filed against the Permit Area, PERMITTEE shall, within ten (10) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under

the lien

24. ASSIGNMENT AND SUBLICENSING.

- 24.1. **Assignment.** This Permit shall not be assigned by PERMITTEE without the express written consent of CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of PERMITTEE to a parent, subsidiary, or other affiliate of PERMITTEE or to any successor in interest or entity acquiring fifty-one (51%) or more of PERMITTEE'S stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Permit and therefore shall not require the consent of CITY, provided that PERMITTEE reasonably demonstrates to CITY'S lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of PERMITTEE immediately prior to the transfer; (ii) any such transferee assumes all of PERMITTEE'S obligations hereunder, and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with PERMITTEE'S management team, in the provision of telecommunications or similar services, evidences an ability to operate PERMITTEE'S network. PERMITTEE shall give at least thirty (30) days prior written notice (the "Exempted Transfer Notice") to CITY of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why PERMITTEE believes the Exempted Transfer criteria have been satisfied. CITY shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that PERMITTEE gives CITY its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until CITY has received from PERMITTEE any and all additional information CITY may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as CITY gives PERMITTEE notice in writing of the additional information CITY requires within fifteen (15) days after CITY'S receipt of the original Exempted Transfer Notice. If CITY fails to act upon PERMITTEE'S Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions) such failure shall be deemed an affirmation by CITY that PERMITTEE has in fact established compliance with the Exempted Transfer Criteria to CITY'S satisfaction.
- 24.2. **Sublicensing.** PERMITTEE may sublicense that portion of the Permit Area used for the Communications Equipment. PERMITTEE shall provide written notice to CITY of any such sublicensing not less than thirty (30) calendar days prior the effective date of any such sublicense.
- 24.2.1. Any sublicense of this Permit shall require the sublicensee to assume the rights and obligations sublicensed, and to keep and perform all covenants, conditions, and provisions of this Permit which are applicable to the rights acquired. CITY may further require that such sublicenses be revised to comply with then-current use and occupancy permit requirements.

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

25. INDEMNIFICATION.

- 25.1. PERMITTEE'S Indemnity Obligation. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S Operations, and all costs and expenses of investigating and defending against same, including, without limitation, reasonable attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of 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, PERMITTEE shall pay all of the costs related thereto, including, without limitation, reasonable attorney fees and costs.
- 25.2. CITY'S Indemnity Obligation. CITY shall protect, defend, indemnify, and hold PERMITTEE, its officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with CITY'S development, active use, or maintenance of the Permit Area, and all costs and expenses of investigating and defending against same, including, without limitation, reasonable attorney fees and costs; provided, however, that CITY'S duty to indemnify, defend, and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of PERMITTEE, its officers, representatives, agents, and employees.

26. OTHER GOVERNMENTAL ACTIONS.

By entering into this Permit, neither CITY nor the 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 Permit Area. Discretionary action includes, but is not limited to, rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required for PERMITTEE'S Operations. PERMITTEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Permit Area, as may be necessary for PERMITTEE'S Operations.

27. CITY'S RESERVATION OF RIGHTS.

- 27.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural

gas, oil, minerals, and water on or within the Permit Area.

- 27.2. Use. CITY may grant and use easements or establish and use rights-of-way over, under, along, and across the Permit Area for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 27.3. Entry. CITY may enter the Permit Area at any time to develop or make repairs to municipal resources and services. However, if CITY unreasonably or substantially interferes with PERMITTEE'S use of the Permit Area, CITY shall reimburse PERMITTEE for physical damages, if any, to the Communications Equipment occasioned thereby. Such reimbursement may include a reduction in the Annual Rent proportionate to the amount of physical damage, as determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to the rights reserved herein.

28. REASSIGNMENT OF SPACE.

CITY may reassign PERMITTEE to an equivalent amount of space in a different location within the Permit Area, if and when reasonably necessary. PERMITTEE will, at the direction of CITY, relocate its Communications Equipment at PERMITTEE'S sole cost and expense. This section shall not apply to underground vault sites. PERMITTEE shall cooperate with CITY and its contractors during any such relocation or any renovation, repair, or other alteration of the Permit Area. CITY warrants that every effort will be made to ensure continuous, uninterrupted broadcast and/or receiving capability during any such activity.

29. REVOCATION AND TERMINATION.

29.1. Revocation by CITY.

29.1.1. Revocable License. This Permit is not a lease; it is a license to use CITY-owned property. As such, the Parties hereby acknowledge and agree that CITY, as the licensor, may revoke this Permit at will and at any time during the Term. However, CITY agrees that CITY will not exercise its right to revoke this Permit at will unless CITY determines, in its sole discretion, that PERMITTEE is in default of this Permit, the events of default being set forth in this Section. Upon either event, CITY may thereafter, in its sole discretion, exercise its right to revoke this Permit at will and at any time during the Term. If CITY exercises its right to revoke this Permit, CITY will provide PERMITTEE written notice of the revocation, and upon PERMITTEE'S receipt of the notice, PERMITTEE shall immediately cease PERMITTEE'S Operations and remove PERMITTEE'S improvements and personal property from the Permit Area (pursuant to Section 30 of this Permit).

29.1.2. Events of Default. Each of the following shall constitute an event of default under this Permit:

- a. PERMITTEE'S failure to make any payment required under this Permit when due,

if the failure continues for twenty (20) calendar days past due following written notice of the failure by CITY;

- b. PERMITTEE'S breach of any of its obligations under this Permit, other than those requiring payment to CITY, and PERMITTEE 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 following written notice from CITY, fails to immediately commence to cure the breach and to diligently pursue the cure to completion.
 - c. PERMITTEE voluntarily files any petition under any bankruptcy or insolvency act or law;
 - d. PERMITTEE 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;
 - e. PERMITTEE is adjudicated a bankrupt;
 - f. PERMITTEE makes a general assignment for the benefit of creditors; and
 - g. PERMITTEE uses the Permit Area for any unauthorized purpose.
- 29.2. Termination by PERMITTEE. PERMITTEE may terminate this Permit for any reason upon one hundred eighty (180) calendar days prior written notice to CITY. Upon PERMITTEE'S termination of this Permit, PERMITTEE shall immediately cease PERMITTEE'S Operations and remove PERMITTEE'S improvements and personal property from the Permit Area (pursuant to Section 30 of this Permit).
- 29.3. No Obligation. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of CITY'S revocation or PERMITTEE'S termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S revocation or PERMITTEE'S termination of this Permit.
- 29.4. Cumulative Remedies. CITY'S rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY'S rights or remedies at law or in equity.
- 29.5. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY'S waiver of a default shall not be a waiver of any other default. Any

waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY'S delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY'S acceptance of any Annual Rent or Gross Revenue Fee shall not be a waiver of any default preceding such payment. CITY'S failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may, at any and all times, require the cure of the default.

30. REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY.

- 30.1. **Improvements.** Upon expiration of this Permit (without the Parties' execution of a new permit for the Permit Area) or upon earlier revocation or termination of this Permit, any and all improvements, trade fixtures, structures, installations, and/or additions to the Permit Area constructed within the Permit Area by PERMITTEE or PERMITTEE'S sublicensees, contractors, or subcontractors shall be deemed to be part of the Permit Area and shall become CITY'S property free of all liens and claims. Notwithstanding the foregoing, CITY may, in its sole discretion and upon notice to PERMITTEE at revocation or termination or at any time prior to the expiration of the Term, elect not to assume ownership of all or any part of such improvements, trade fixtures, structures, installations, and/or additions. In that case, PERMITTEE shall, at PERMITTEE'S sole cost and expense, remove those improvements, trade fixtures, structures, installations, and/or additions identified by CITY as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or termination of this Permit. If any removal of such improvements, trade fixtures, structures, installations, and/or additions by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at PERMITTEE'S sole cost and expense. If PERMITTEE fails to remove any such improvements, trade fixtures, structures, installations, and/or additions identified by CITY, CITY may, at its option, remove them at PERMITTEE'S sole cost and expense.
- 30.2. **Personal Property.** Upon expiration of this Permit (without the Parties' execution of a new permit for the Permit Area) or upon earlier revocation or termination of this Permit, PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or termination of this Permit. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at PERMITTEE'S sole cost and expense. Any such items which PERMITTEE fails to remove shall be deemed abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove such items at PERMITTEE'S sole cost and expense.
- 30.3. **CITY'S Right to Acquire.** Notwithstanding the foregoing, if PERMITTEE elects to dispose of any of its personal property used in connection with PERMITTEE'S

Operations, then upon expiration or earlier revocation or termination of this Permit, CITY shall have the first right to acquire or purchase such personal property.

31. NOTICES.

Any notice required or permitted to be given under this Permit 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 PERMITTEE:

NextG Networks of California, Inc.
Attn: Contracts Manager
890 Tasman Drive
Milpitas, CA
Phone: 408-954-1580

If to CITY:

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

If to CITY'S Street Division:

City of San Diego
Street Division
Attn: Deputy Director
2781 Caminito de Chollas
San Diego, CA 92105

- 31.1. Address Changes. Any party entitled or required to receive notice under this Permit 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 Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 32.2. Entire Understanding. This Permit contains the entire understanding of the Parties. CITY and PERMITTEE agree that there is no other written or oral understanding between them

with respect to PERMITTEE'S Operations. Each party has relied on its own examination of the Permit Area, advice from its own attorneys, and the warranties, representations, and covenants within the Permit itself. Each party 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 Permit. The failure or refusal of any party to read this Permit or other documents, inspect the Permit Area, and obtain legal or other advice relevant to this transaction shall constitute a waiver of any objection, contention, or claim that might have been based on such actions.

- 32.3. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
- 32.4. Standard of Conduct. PERMITTEE and its employees shall, at all times, conduct themselves and PERMITTEE'S Operations in a creditable manner and in accordance with industry standards.
- 32.5. Joint and Several Liability. If PERMITTEE 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 PERMITTEE under this Permit.
- 32.6. Unavoidable Delay. If the performance of any act required of CITY or PERMITTEE under this Permit 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. If CITY or PERMITTEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of that fact within ten (10) calendar days after the beginning of any such claimed delay.
- 32.7. CITY'S Consent or Approval. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of CITY'S City Manager or his designee ("City Manager"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the City Manager's discretion, unless otherwise expressly provided.
- 32.8. San Diego's Strong Mayor Form of Governance. All references to "City Manager" in this Permit (and all subsequent amendments to this Permit) shall be deemed to refer to the "Mayor or his designee." This section shall remain in effect for the duration CITY operates under the mayor-council (commonly referred to as "strong mayor") form of governance, pursuant to Article XV of the San Diego City Charter.
- 32.9. Permit Modifications. This Permit shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.

- 32.10. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of PERMITTEE'S service requests upon receipt of PERMITTEE'S payment of the applicable fee. The fee schedule, which is on file with the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.
- 32.11. Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier revocation or termination of this Permit shall survive such expiration, revocation, or termination.
- 32.12. Legal Proceedings. If one party brings an action or proceeding against the other party under this Permit, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including, without limitation, reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment. If, as a result of an action brought by or against PERMITTEE in connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY'S costs and expenses thereof, including, without limitation, reasonable attorney fees and costs.
- 32.13. Number and Gender. In this Permit, 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.
- 32.14. Authority to Execute and Deliver Permit. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Permit 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 Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that 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.

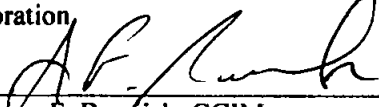
[The remainder of this page intentionally left blank.]

32.15. Exhibits Incorporated. All exhibits referenced in this Permit are incorporated into the Permit by this reference.

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

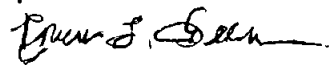
Date: 7/19/12

THE CITY OF SAN DIEGO, a California municipal corporation

By 
James F. Barwick, CCIM
Director, Real Estate Assets

Date: April 3, 2012

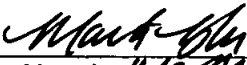
PERMITTEE: NextG Networks of California, Inc.,
a Delaware corporation

By 
(Print Name) Robert L. Delsman
(Title) SVP Government Relations & Regulatory Affairs

ENVIRONMENTAL ANALYSIS SECTION:

This activity (ROE) is ~~not~~ exempt from CEQA in accordance with CEQA Section 15061(b)(3). Any physical activity may be subject to CEQA, pursuant to CEQA Section 15004.

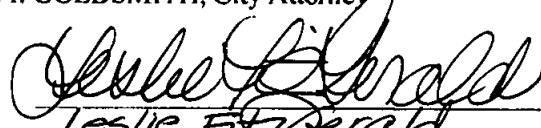
Date: 4/5/2012

By 
(Print Name) Mark Blot
(Title) Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 8/10/12

JAN I. GOLDSMITH, City Attorney

By 
Leslie Fitzgerald
Deputy City Attorney

\\AREAD\YOUNG\NEXTG\NextG City of San Diego UOP-City Sites FINAL 3-29-12.docx

Approved as to Form and Legal Sufficiency:
<u></u>
Signature/Initials:
Date: <u>3/30/12</u>

Exhibit A: Depiction of Permit Area/City Owned Sites

**Exhibit A - Depiction of Permit Area / City-Owned Sites
Including but not limited to the following:**

No.	NextG Node ID #	Pole Type	Lat	Long	Street Address	Pole Licensor	Jurisdiction	Built?
1	ATT1006-Bal01	SL_TL	32.72223	-117.12942	1594 1/3 Fern St.	City	San Diego	Built
2	ATT1006-Bal04	SL_TL	32.73755	-117.12923	3103 1/3 30th St.	City	San Diego	Built
3	ATT1006-Bal07	SL_TL	32.72813	-117.14691	2139 1/3 Park Blvd	City	San Diego	Built
4	ATT1006-Bal08	SL_TL	32.72955	-117.12969	2292 1/3 Fern St.	City	San Diego	Built
5	ATT1006-Bal10m4	SL_TL	32.73482	-117.14598	2860 1/3 Park Boulevard	City	San Diego	Built
6	ATT1006-Pow01	SL_TL	33.00401	-117.05766	12607 1/3 STONE CANYON RD	City	San Diego	Built
7	ATT1006-Pow02M1	SL_TL	33.00694	-117.06751	12346 1/3 PASEO LUCIDO	City	San Diego	Built
8	ATT1006-Pow03	SL_TL	33.00671	-117.07371	16103 1/3 BERNARDO HEIGHTS PKWY	City	San Diego	Built
9	ATT1006-Pow05M1	SL_TL	33.01474	-117.06156	12456 1/3 RIOS RD	City	San Diego	Built
10	ATT1006-Pow06	SL_TL	33.01256	-117.05705	16396 1/3 POMERADO RD	City	San Diego	Built
11	ATT1006-Pow08M1	SL_TL	33.03064	-117.07301	17487 1/3 BERNARDO VISTA DR	City	San Diego	Built
12	ATT1006-Pow09	SL_TL	33.04309	-117.06796	12302 1/3 ESCALA DR	City	San Diego	Built
13	ATT1006-Pow10	SL_TL	33.04850	-117.06518	18483 1/3 POMERADO RD	City	San Diego	Built
14	ATT1006-Pow11	SL_TL	33.02029	-117.05677	12702 1/3 ABRA DR	City	San Diego	Built
15	ATT1006-Pow19	SL_TL	33.04282	-117.05009	18603 1/3 AVENIDA CORDILLERA	City	San Diego	Built
16	ATT1006-Pow20M1	SL_TL	33.04614	-117.06138	12594 1/3 ESCALA DR	City	San Diego	Built
17	ATT1006-Sc01	SL_TL	32.93384	-117.08940	11845 1/3 Scripps Creek Dr.	City	San Diego	Built
18	ATT1006-Sc02	SL_TL	32.92862	-117.07835	12496 1/3 Blue Cypress Dr.	City	San Diego	Built
19	ATT1006-Sc03	SL_TL	32.93132	-117.10517	11746 1/3 Trailcrest Dr.	City	San Diego	Built
20	ATT1006-Sc04M1	SL_TL	32.92026	-117.10419	11324 1/3 Scripps Ranch Blvd	City	San Diego	Built
21	ATT1006-Sc05	SL_TL	32.93646	-117.09618	10803 1/3 Scripps Poway Pkwy	City	San Diego	Built
22	ATT1006-Sc06	SL_TL	32.91194	-117.07532	10298 1/3 Avenida Magnifica	City	San Diego	Built
23	ATT1006-Sc07	SL_TL	32.91482	-117.08154	11772 1/3 Timberlake Dr.	City	San Diego	Built
24	ATT1006-Sc08	SL_TL	32.91223	-117.08898	11396 1/3 Scripps Lake Dr.	City	San Diego	Built
25	ATT1006-Sc09	SL_TL	32.90508	-117.08463	10805 1/3 Pomerado Rd.	City	San Diego	Built
26	ATT1006-Sc10	SL_TL	32.91880	-117.07743	10675 1/3 Scripps Trail	City	San Diego	Built
27	ATT1006-Sc11M1	SL_TL	32.93635	-117.07478	11953 1/3 Springbrook Dr.	City	San Diego	Built
28	ATT1006-Sc12	SL_TL	32.94313	-117.08390	11996 1/3 Sabre Springs Pkwy	City	San Diego	Built
29	ATT1006-Sc13	SL_TL	32.91913	-117.08429	10716 1/3 Sunset Ridge Dr.	City	San Diego	Built
30	ATT1006-Sc14M1	SL_TL	32.94345	-117.07571	12342 1/3 Springhurst Dr.	City	San Diego	Built
31	ATT1006-Sc15	SL_TL	32.90609	-117.07435	12292 1/3 Fairbrook Rd.	City	San Diego	Built
32	ATT1006-Sc16	SL_TL	32.90262	-117.10663	9822 1/3 Appaloosa Rd.	City	San Diego	Built
33	ATT1006-Sc18	SL_TL	32.92531	-117.08939	11146 1/3 Spring Canyon Rd.	City	San Diego	Built
34	ATT1006-Sc19	SL_TL	32.92482	-117.10133	11399 1/3 Farmingdale St.	City	San Diego	Built
35	ATT1006-Sc20M1	SL_TL	32.90675	-117.06554	12632 1/3 Fairbrook Rd.	City	San Diego	Built
36	CBM1001-G1M2	SL_TL	33.02114	-117.05742	12598 1/3 Pacato South Cr.	City	San Diego	Built
37	CBM1001-G3	SL_TL	33.04622	-117.06217	12597 1/3 Shropshire Ln.	City	San Diego	Built
38	CBM1001-G4M	SL_TL	33.03664	-117.06598	17885 1/3 Sintonte Dr.	City	San Diego	Built
39	CBM1001-G5	SL_TL	33.03830	-117.07492	12110 1/3 Escala Dr.	City	San Diego	Built
40	CBM1001-G6M	SL_TL	33.03812	-117.08555	11249 1/3 Duenda Rd.	City	San Diego	Built
41	CBM1001-H10	SL_TL	32.98837	-117.07936	15003 1/3 Avenue of Science	City	San Diego	Built
42	CBM1001-H2M	SL_TL	33.00716	-117.09389	16099 1/3 Camino Del Norte	City	San Diego	Built
43	CBM1001-H3M	SL_TL	33.00949	-117.08726	16205 1/3 Bernardo Center Dr.	City	San Diego	Built
44	CBM1001-H5M2	SL_TL	33.00547	-117.07786	11896 1/3 Calle Vivienda	City	San Diego	Built
45	CBM1001-H6M	SL_TL	33.00207	-117.09749	15900 1/3 Camino Crisalida	City	San Diego	Built
46	CBM1001-H7M2	SL_TL	32.99817	-117.07753	15546 1/3 Avenida Venusto	City	San Diego	Built
47	CBM1001-H8	SL_TL	32.99221	-117.08868	11126 1/3 Madrigal St.	City	San Diego	Built
48	CBM1001-H9M2	SL_TL	32.99759	-117.08790	15567 1/3 Corte Raposo	City	San Diego	Built
49	CBM1001-I10	SL_TL	32.97294	-117.13046	9338 1/3 Laurentian Dr.	City	San Diego	Built
50	CBM1001-I11M2	SL_TL	32.96089	-117.15322	13234 1/3 Camino Del Sur	City	San Diego	Built
51	CBM1001-I12	SL_TL	32.96449	-117.13084	13492 1/3 Samantha Av	City	San Diego	Built
52	CBM1001-I13	SL_TL	32.96579	-117.11857	13892 1/3 Paseo Cevera	City	San Diego	Built
53	CBM1001-I14M	SL_TL	32.96068	-117.11084	10103 1/3 Carmel Mountain Rd	City	San Diego	Built
54	CBM1001-I15M2	SL_TL	32.95421	-117.12968	9098 1/3 Pimpinel Dr	City	San Diego	Built
55	CBM1001-I16M2	SL_TL	32.95536	-117.14638	8163 1/3 Carmel Mountain Rd.	City	San Diego	Built
56	CBM1001-I17M2	SL_TL	32.96684	-117.17800	13578 1/3 Rancho Santa Fe Farm Rd	City	San Diego	Built
57	CBM1001-I18M	SL_TL	32.94077	-117.15786	7637 1/3 Pipit Pl	City	San Diego	Built
58	CBM1001-I19M	SL_TL	32.94215	-117.14756	12278 1/3 Crisscross Ln	City	San Diego	Built
59	CBM1001-I20M	SL_TL	32.94829	-117.14070	8701 1/3 Park Village Rd	City	San Diego	Built
60	CBM1001-I21M	SL_TL	32.94701	-117.12979	12603 1/3 Black Mountain Rd	City	San Diego	Built
61	CBM1001-I22	SL_TL	32.94707	-117.10863	9851 1/3 Paseo Monril	City	San Diego	Built
62	CBM1001-I22M2	SL_TL	32.95281	-117.11710	9719 1/3 Saskatchewan Av	City	San Diego	Built
63	CBM1001-I23M2	SL_TL	32.96028	-117.12118	13590 1/3 Ridley Rd	City	San Diego	Built
64	CBM1001-I3	SL_TL	32.98642	-117.12964	14028 1/3 Carmel Valley Rd.	City	San Diego	Built
65	CBM1001-I4	SL_TL	32.97686	-117.14163	8636 1/3 Donaker St.	City	San Diego	Built
66	CBM1001-I5	SL_TL	32.97107	-117.15443	10704 1/3 Carmel Valley Rd.	City	San Diego	Built
67	CBM1001-I6	SL_TL	32.97007	-117.16708	13704 1/3 Carmel Valley Rd.	City	San Diego	Built
68	CBM1001-I8	SL_TL	32.96144	-117.19179	5708 1/3 Carmel Valley Rd.	City	San Diego	Built
69	CBM1001-I9	SL_TL	32.96754	-117.14664	13686 1/3 Camino Del Sur	City	San Diego	Built
70	CBM1001-J10	SL_TL	32.96205	-117.23454	3798 1/3 Half Mile Dr	City	San Diego	Built
71	CBM1001-J10M	SL_TL	32.95532	-117.22980	12996 1/3 Carmel Country Rd.	City	San Diego	Built

Exhibit A - Depiction of Permit Area / City-Owned Sites
Including but not limited to the following:

No.	NextG Node ID #	Pole Type	Lat	Long	Street Address	Pole Licensor	Jurisdiction	Built?
72	CBM1001-J11M	SL TL	32.96086	-117.22881	4198 1/3 Torrington St.	City	San Diego	Built
73	CBM1001-J12M	SL TL	32.95481	-117.22113	4297 1/3 Graydon Rd.	City	San Diego	Built
74	CBM1001-J13M	SL TL	32.94608	-117.22288	11981 1/3 Carmel Country Rd.	City	San Diego	Built
75	CBM1001-J14M	SL TL	32.96189	-117.20631	5196 1/3 Del Mar Heights Rd.	City	San Diego	Built
76	CBM1001-J15M	SL TL	32.95447	-117.20988	13031 1/3 Ashley Falls Dr.	City	San Diego	Built
77	CBM1001-J16M	SL TL	32.95987	-117.21056	13301 1/3 Hayford Way	City	San Diego	Built
78	CBM1001-J17M	SL TL	32.94932	-117.23582	3751 1/3 Townsgate Dr.	City	San Diego	Built
79	CBM1001-J18	SL TL	32.94684	-117.23007	3705 1/3 Mykonos Ln	City	San Diego	Built
80	CBM1001-J20M	SL TL	32.94931	-117.25661	2241 1/3 Del Mar Heights Rd.	City	San Diego	Built
81	CBM1001-J6M2	SL TL	32.95219	-117.22191	4293 1/3 Corte Favor	City	San Diego	Built
82	CBM1001-J7	SL TL	32.95484	-117.25213	14117 1/3 Recuerdo Dr.	City	San Diego	Built
83	CBM1001-J8	SL TL	32.94878	-117.24978	2504 1/3 Del Mar Heights Rd.	City	San Diego	Built
84	CBM1001-J9	SL TL	32.95639	-117.24176	3476 1/3 Lady Hill Rd.	City	San Diego	Built
85	CBM1001-K1	SL TL	32.94188	-117.20850	5065 1/3 Del Mar Mesa Rd.	City	San Diego	Built
86	CBM1001-K6	SL TL	32.92081	-117.22808	3698 1/3 Carmel Mountain Rd.	City	San Diego	Built
87	CBM1001-K7M2	SL TL	32.91320	-117.22813	4255 1/3 Calle Mejillones	City	San Diego	Built
88	CBM1001-K8M	SL TL	32.91573	-117.21730	10891 1/3 East Ocean Air Dr.	City	San Diego	Built
89	CBM1001-L1	SL TL	32.93762	-117.12717	12005 1/3 Black Mountain Rd.	City	San Diego	Built
90	CBM1001-L12	SL TL	32.91110	-117.17401	6770 1/3 Cobra Way	City	San Diego	Built
91	CBM1001-L13	SL TL	32.90939	-117.16214	10601 1/3 Aderman Ave	City	San Diego	Built
92	CBM1001-L14	SL TL	32.90466	-117.15472	7854 1/3 Hemphill Dr.	City	San Diego	Built
93	CBM1001-L15M	SL TL	32.90571	-117.18105	10211 1/3 Genetic Center Dr.	City	San Diego	Built
94	CBM1001-L16M2	SL TL	32.90541	-117.21380	4247 1/3 Sorrento Valley Bl.	City	San Diego	Built
95	CBM1001-L17	SL TL	32.90104	-117.22336	10998 1/3 Sorrento Valley Rd.	City	San Diego	Built
96	CBM1001-L18M2	SL TL	32.89080	-117.14978	7950 1/3 Silvertown Ave	City	San Diego	Built
97	CBM1001-L19M2	SL TL	32.87308	-117.21160	4325 1/3 La Jolla Village Dr.	City	San Diego	Built
98	CBM1001-L2	SL TL	32.93298	-117.13567	11456 1/3 Westons Hill Dr.	City	San Diego	Built
99	CBM1001-L21M	SL TL	32.88523	-117.17118	8900 1/3 Rehco Rd.	City	San Diego	Built
100	CBM1001-L22M	SL TL	32.88003	-117.16000	7158 1/3 Miramar Rd.	City	San Diego	Built
101	CBM1001-L24	SL TL	32.87865	-117.20344	4750 1/3 Nexus Centre Dr.	City	San Diego	Built
102	CBM1001-L25M	SL TL	32.87764	-117.17256	6601 1/3 Miramar Rd.	City	San Diego	Built
103	CBM1001-L27M2	SL TL	32.87029	-117.22819	8882 1/3 University Center Lane	City	San Diego	Built
104	CBM1001-L27M4	SL TL	32.86783	-117.23217	3450 Nobel Drive	City	San Diego	Built
105	CBM1001-L28N	SL TL	32.92777	-117.16208	7548 1/3 Calle Cristobal	City	San Diego	Built
106	CBM1001-L29N	SL TL	32.88113	-117.21929	9850 1/3 Genesee Ave.	City	San Diego	Built
107	CBM1001-L30N	SL TL	32.86948	-117.21812	4075 1/3 Plaza De Palmas	City	San Diego	Built
108	CBM1001-L31N	SL TL	32.91258	-117.14364	8355 1/3 Mira Mesa Bl.	City	San Diego	Built
109	CBM1001-L32N	SL TL	32.91441	-117.13578	19818 1/3 Westons Hill Dr.	City	San Diego	Built
110	CBM1001-L33N	SL TL	32.92184	-117.14040	11045 1/3 Sagittarius Rd.	City	San Diego	Built
111	CBM1001-L34N	SL TL	32.93073	-117.14397	11445 1/3 Camino Ruiz	City	San Diego	Built
112	CBM1001-L35	SL TL	32.88461	-117.22210	9889 1/3 Genesee Avenue	City	San Diego	Built
113	CBM1001-L3M	SL TL	32.92774	-117.15348	7901 1/3 Calle Cristobal	City	San Diego	Built
114	CBM1001-L5	SL TL	32.92252	-117.16779	7318 1/3 Calle Cristobal	City	San Diego	Built
115	CBM1001-L6M	SL TL	32.88912	-117.15901	7548 1/3 Trade St.	City	San Diego	Built
116	CBM1001-L7M2	SL TL	32.92752	-117.12860	11301 1/3 Polaris Dr.	City	San Diego	Built
117	CBM1001-L8M	SL TL	32.91745	-117.15665	10928 1/3 Parkdale Ave	City	San Diego	Built
118	CBM1001-L9M	SL TL	32.91896	-117.17795	6698 1/3 Sorrento Valley Bl	City	San Diego	Built
119	CBM1001-M1	SL TL	32.93555	-117.10456	11942 1/3 Trail Crest Dr.	City	San Diego	Built
120	CBM1001-M11M2	SL TL	32.92339	-117.10198	11205 1/3 Golden Birch Way	City	San Diego	Built
121	CBM1001-M12M2	SL TL	32.91308	-117.08723	11531 1/3 Timberlake Dr.	City	San Diego	Built
122	CBM1001-M13M2	SL TL	32.91264	-117.07525	10329 1/3 Moselle St.	City	San Diego	Built
123	CBM1001-M14	SL TL	32.91557	-117.06422	12389 1/3 Fig Tree St.	City	San Diego	Built
124	CBM1001-M16	SL TL	32.90290	-117.08358	9868 1/3 Caminito Calor	City	San Diego	Built
125	CBM1001-M17M2	SL TL	32.90980	-117.09398	10420 1/3 Brook Tree Tr.	City	San Diego	Built
126	CBM1001-M19N	SL TL	32.90431	-117.06792	10341 1/3 Rue Chambrery	City	San Diego	Built
127	CBM1001-M20N	SL TL	32.89957	-117.09903	9842 1/3 Scripps Ranch Bl.	City	San Diego	Built
128	CBM1001-M2M2	SL TL	32.92966	-117.08488	11548 1/3 Spruce Run Dr.	City	San Diego	Built
129	CBM1001-M4	SL TL	32.93148	-117.07230	11713 1/3 Angelique St.	City	San Diego	Built
130	CBM1001-M5M	SL TL	32.92401	-117.05901	11333 1/3 Legacy Tr.	City	San Diego	Built
131	CBM1001-M7M2	SL TL	32.92320	-117.07173	12046 1/3 Spring Canyon Rd.	City	San Diego	Built
132	CBM1001-M8M2	SL TL	32.92421	-117.08154	11532 1/3 Spring Canyon Rd.	City	San Diego	Built
133	CBM1001-M9M2	SL TL	32.92589	-117.09807	10698 1/3 Weatherhill Ct.	City	San Diego	Built
134	CBM1001-N1M	SL TL	32.90339	-117.24288	10951 1/3 North Torrey Pines Rd.	City	San Diego	Built
135	CBM1001-N2M	SL TL	32.89439	-117.24090	10631 1/3 N. Torrey Pines Rd.	City	San Diego	Built
136	CBM1001-N3	SL TL	32.88410	-117.24399	9596 1/3 North Torrey Pines Rd.	City	San Diego	Built
137	CBM1001-N4	SL TL	32.87108	-117.24359	9188 1/3 North Torrey Pines Rd.	City	San Diego	Built
138	CBM1001-N5M	SL TL	32.87033	-117.25171	8796 1/3 La Jolla Shores Dr.	City	San Diego	Built
139	CBM1001-N6M	SL TL	32.86210	-117.23615	8497 1/3 Gilman Dr.	City	San Diego	Built
140	CBM1001-N7	SL TL	32.86283	-117.24036	8596 1/3 La Jolla Scenic North Dr.	City	San Diego	Built
141	CBM1001-N8N	SL TL	32.87112	-117.23815	8932 1/3 Gilman Dr.	City	San Diego	Built
142	CBM1001-O1M	SL TL	32.83947	-117.27745	598 1/3 Pearl St.	City	San Diego	Built

**Exhibit A - Depiction of Permit Area / City-Owned Sites
Including but not limited to the following:**

No.	NextG Node ID #	Pole Type	Lat	Long	Street Address	Pole Licensor	Jurisdiction	Built?
143	CBM1001-O6	SL_TL	32.82745	-117.27706	6600 1/3 La Jolla Blv.	City	San Diego	Built
144	CBM1001-O7	SL_TL	32.83157	-117.26842	1000 1/3 Nautilus St.	City	San Diego	Built
145	CBM1001-P1	SL_TL	32.86640	-117.20588	5151 1/3 Renaissance Ave	City	San Diego	Built
146	CBM1001-P12M	SL_TL	32.84355	-117.19615	5373 1/3 Jamestown Rd	City	San Diego	Built
147	CBM1001-P13	SL_TL	32.83550	-117.21274	3466 1/3 Conrad Av	City	San Diego	Built
148	CBM1001-P14M	SL_TL	32.83085	-117.22724	4601 1/3 Monongahela St.	City	San Diego	Built
149	CBM1001-P16M	SL_TL	32.83440	-117.19497	4896 1/3 Genesee Av	City	San Diego	Built
150	CBM1001-P2	SL_TL	32.86044	-117.22550	7554 1/3 Palmilla Dr.	City	San Diego	Built
151	CBM1001-P23N	SL_TL	32.82816	-117.16816	6326 1/3 Hannon Ct.	City	San Diego	Built
152	CBM1001-P24M2	SL_TL	32.83616	-117.15258	5299 1/3 Convooy St.	City	San Diego	Built
153	CBM1001-P26M3	SL_TL	32.82357	-117.15104	4557 1/3 Ruffner St	City	San Diego	Built
154	CBM1001-P27N	SL_TL	32.81610	-117.21592	4098 1/3 Avati Dr	City	San Diego	Built
155	CBM1001-P28N	SL_TL	32.85466	-117.20127	4098 1/3 Governor Dr.	City	San Diego	Built
156	CBM1001-P3	SL_TL	32.86172	-117.21621	7898 1/3 Caminito Huerta	City	San Diego	Built
157	CBM1001-P5M2	SL_TL	32.86021	-117.19473	4598 1/3 Cather Av	City	San Diego	Built
158	CBM1001-P8M	SL_TL	32.84374	-117.23230	2507 1/3 Occidental St.	City	San Diego	Built
159	CBM1001-P9	SL_TL	32.84111	-117.22605	5341 1/3 Bothe Av	City	San Diego	Built
160	CBM1001-Q1B	SL_TL	32.83724	-117.08578	6698 1/3 Antigua Bl	City	San Diego	Built
161	CBM1001-Q2M2	SL_TL	32.83245	-117.10806	10246 1/3 Carioca Ct.	City	San Diego	Built
162	CBM1001-Q3M	SL_TL	32.84111	-117.09021	10976 1/3 Portobelo Dr.	City	San Diego	Built
163	CBM1001-Q4M2	SL_TL	32.82791	-117.08413	11305 1/3 Claiemont Mesa Bl	City	San Diego	Built
164	CBM1001-R13BM	SL_TL	32.80619	-117.00694	6801 1/3 Mewall Dr	City	San Diego	Built
165	CBM1001-R14	SL_TL	32.79494	-117.00753	6301 1/3 Lake Apopka Pl	City	San Diego	Built
166	CBM1001-R15N	SL_TL	32.81185	-117.06624	7798 1/3 Mission Gorge Rd	City	San Diego	Built
167	CBM1001-R3	SL_TL	32.80692	-117.07885	7402 1/3 Mission Gorge Rd.	City	San Diego	Built
168	CBM1001-R4M2	SL_TL	32.79739	-117.07617	5398 1/3 Waring Rd	City	San Diego	Built
169	CBM1001-R5	SL_TL	32.79355	-117.06772	6398 1/3 College Av	City	San Diego	Built
170	CBM1001-R9M	SL_TL	32.81200	-117.05427	8159 1/3 Hemingway Av	City	San Diego	Built
171	CBM1001-S16b	SL_TL	32.77516	-117.20701	1600 1/3 Morena Bl	City	San Diego	Built
172	CBM1001-S18M2	SL_TL	32.78846	-117.19163	2596 1/3 Burgener Bl	City	San Diego	Built
173	CBM1001-S19	SL_TL	32.77165	-117.17925	6399 1/3 Linda Vista Rd	City	San Diego	Built
174	CBM1001-S7	SL_TL	32.80270	-117.19856	4546 1/3 Dakota Dr.	City	San Diego	Built
175	CBM1001-S9	SL_TL	32.79239	-117.19651	2905 1/3 Fairfield St.	City	San Diego	Built
176	CBM1001-T1M	SL_TL	32.81498	-117.23415	5244 1/3 Soledad Mountain Rd.	City	San Diego	Built
177	CBM1001-T2M	SL_TL	32.81689	-117.24681	5568 1/3 Calle Miramar	City	San Diego	Built
178	CBM1001-T5M	SL_TL	32.79226	-117.23869	3994 1/3 Ingraham St.	City	San Diego	Built
179	CBM1001-T6M	SL_TL	32.79524	-117.23364	4096 1/3 Lamont St.	City	San Diego	Built
180	CBM1001-T7M	SL_TL	32.78477	-117.23643	3596 1/3 Ingraham St.	City	San Diego	Built
181	CBM1001-T8M	SL_TL	32.76363	-117.25117	2801 1/3 Mission Bl.	City	San Diego	Built
182	CBM1001-U12M2	SL_TL	32.73154	-117.24092	1546 1/3 Catalina Blvd	City	San Diego	Built
183	CBM1001-U2	SL_TL	32.75206	-117.24677	2196 1/3 Bacon St.	City	San Diego	Built
184	CBM1001-U3	SL_TL	32.74570	-117.24950	1996 1/3 Cable St.	City	San Diego	Built
185	CBM1001-U5M	SL_TL	32.73873	-117.24209	4301 1/3 Narragansett Ave.	City	San Diego	Built
186	CBM1001-V11M	SL_TL	32.76281	-117.13259	2855 1/3 Adams Av	City	San Diego	Built
187	CBM1001-V9M	SL_TL	32.74849	-117.15648	898 1/3 University Av	City	San Diego	Built
188	CBM1001-W3M2	SL_TL	32.74032	-117.10095	4310 1/3 Thorn St	City	San Diego	Built
189	CBM1001-W4	SL_TL	32.75755	-117.06654	4448 1/3 College Av	City	San Diego	Built
190	CBM1001-W5M	SL_TL	32.75304	-117.09433	4648 1/3 Orange Av	City	San Diego	Built
191	CBM1001-W6M	SL_TL	32.77212	-117.09644	4503 1/3 Montezuma Rd.	City	San Diego	Built
192	CBM1001-W7M2	SL_TL	32.75541	-117.05395	4321 1/3 Alamo Dr.	City	San Diego	Built
193	CBM1001-Z11M	SL_TL	32.68798	-117.02876	1640 1/3 Olamar Wy	City	San Diego	Built
194	CBM1001-Z12M	SL_TL	32.69549	-117.02475	2497 1/3 Manzana Way	City	San Diego	Built
195	CBM1001-Z15	SL_TL	32.69634	-117.06994	877 1/3 S. Valencia Py	City	San Diego	Built
196	CBM1001-Z16M	SL_TL	32.69795	-117.05596	799 1/3 Leghorn Av.	City	San Diego	Built
197	CBM1001-Z17	SL_TL	32.68897	-117.03718	619 1/3 Briarwood Rd	City	San Diego	Built
198	CBM1001-Z18	SL_TL	32.68618	-117.04568	6866 1/3 Fuji St.	City	San Diego	Built
199	CBM1001-Z19	SL_TL	32.67887	-117.05231	6303 1/3 Viewpoint Ct.	City	San Diego	Built
200	CBM1001-Z1M2	SL_TL	32.70838	-117.07423	5598 1/3 Imperial Av.	City	San Diego	Built
201	CBM1001-Z20b	SL_TL	32.67900	-117.04167	2625 1/3 Ramfos Pl	City	San Diego	Built
202	CBM1001-Z22N	SL_TL	32.71063	-117.05473	549 1/3 Woodman St.	City	San Diego	Built
203	CBM1001-Z4b	SL_TL	32.71421	-117.04369	879 1/3 Leppert St.	City	San Diego	Built
204	CBM1001-Z7	SL_TL	32.70034	-117.03899	277 1/3 Siena St	City	San Diego	Built
205	CBM1001-Z8	SL_TL	32.70283	-117.04901	6898 1/3 Skyline Dr.	City	San Diego	Built
206	CBM1008-CV09	SL_TL	32.57310	-117.05790	3603 1/3 Del Sol Blvd	City	San Diego	Built
207	CBM1008-CV12	SL_TL	32.56928	-117.09725	1696 1/3 Satellite Blvd	City	San Diego	Built
208	CBM1008-CV13	SL_TL	32.55390	-117.04810	103 1/3 Cottonwood Rd	City	San Diego	Built
209	CBM1008-SD01	SL_TL	32.85017	-117.25251	2244 1/2 Torrey Pines Ln	City	San Diego	Built
210	CBM1008-SD03	SL_TL	32.80763	-117.23729	4903 1/3 Lamont St	City	San Diego	Built
211	CBM1008-SD06	SL_TL	32.74354	-117.22001	3428 1/3 Freeman St	City	San Diego	Built
212	CBM1008-SD07	SL_TL	32.75266	-117.19488	2497 1/3 San Diego Ave	City	San Diego	Built
213	CBM1008-SD08	SL_TL	32.76804	-117.19937	1055 1/3 Morena Blvd	City	San Diego	Built

Exhibit A - Depiction of Permit Area / City-Owned Sites
Including but not limited to the following:

No.	NextG Node ID #	Pole Type	Lat	Long	Street Address	Pole Licensor	Jurisdiction	Built?
214	CBM1008-SD09M1	SL_TL	32.80601	-117.20703	3701 1/3 Brandywine St	City	San Diego	Built
215	CBM1008-SD11	SL_TL	32.83422	-117.17571	4896 1/3 Doliva St	City	San Diego	Built
216	CBM1008-SD12	SL_TL	32.82492	-117.14874	4643 1/3 Mercury St	City	San Diego	Built
217	CBM1008-SD14m1	SL_TL	32.55814	-117.05807	3531 1/3 Sunset Lane	City	San Diego	Built
218	CBM1008-SD15M	SL_TL	32.80549	-117.14024	3446 1/3 Sandrock Rd	City	San Diego	Built
219	CBM1008-SD16M1	SL_TL	32.79599	-117.12509	2796 1/3 Mission Village Dr	City	San Diego	Built
220	CBM1008-SSD02	SL_TL	32.73392	-117.12417	3226 1/3 Nutmeg St	City	San Diego	Built
221	CBM1008-SSD03	SL_TL	32.73082	-117.09720	4511 1/3 Home Ave	City	San Diego	Built
222	CBM1008-SSD04m	SL_TL	32.69668	-117.09357	4703 1/3 Logan Avenue	City	San Diego	Built
223	CBM1008-SSD06	SL_TL	32.70531	-117.13385	5 1/3 28th St	City	San Diego	Built
224	CBM1008-SSD13m1	SL_TL	32.57188	-117.08419	1306 1/3 Hollister St	City	San Diego	Built
225	CBM1017-02m1	NP	32.70837	-117.14288	2225 1/3 K St	City	San Diego	Built
226	CBM1017-03	SL_TL	32.70058	-117.09205	4751 1/3 Oceanview Blvd	City	San Diego	Built
227	CBM1017-04m1	SL_TL	32.70225	-117.10791	605 1/3 40th Street	City	San Diego	Built
228	CBM1017-16	SL_TL	32.57882	-117.02477	5044 1/3 Starfish Way	City	San Diego	Built
229	CBM1017-17	SL_TL	32.56166	-117.04927	1984 1/3 Smyth Ave	City	San Diego	Built
230	CBM1018-11	SL_TL	32.93148	-117.14960	11554 1/3 Avenida Del Gato	City	San Diego	Built
231	CBM1018-12	SL_TL	32.90737	-117.17143	10393 1/3 Camino Santa Fe	City	San Diego	Built
232	CBM1018-13	SL_TL	32.82108	-117.07800	4667 1/3 Rueda Dr	City	San Diego	Built
233	CBM1018-14	SL_TL	32.82829	-117.09162	10965 1/3 Clairemont Mesa Blvd	City	San Diego	Built
234	CBM1018-16	SL_TL	32.70515	-117.06696	190 1/3 61st St	City	San Diego	Built
235	CBM1018A1-03	SL_TL	32.92550	-117.16500	7397 1/3 Calle Cristobal	City	San Diego	Built
236	CBM1018A1-04	SL_TL	32.84830	-117.27242	7941 1/3 Ivanhoe Ave	City	San Diego	Built
237	CBM1018A1-05	SL_TL	32.83185	-117.27662	504 1/3 Nautilus St	City	San Diego	Built
238	CBM1018A1-06	SL_TL	32.83306	-117.26031	1584 1/3 Nautilus St	City	San Diego	Built
239	CBM1018A1-07	SL_TL	32.96227	-117.14099	8480 1/3 Carmel Mountain Rd	City	San Diego	Built
240	CBM1018A1-08	SL_TL	32.95887	-117.13187	9051 1/3 Twin Trails Dr	City	San Diego	Built
241	CBM1018A1-09	SL_TL	32.95646	-117.13660	12960 1/3 Sundance Ave	City	San Diego	Built
242	CBM1018A1-10	SL_TL	32.81723	-117.05970	8193 1/3 Mission Gorge Rd	City	San Diego	Built
243	CBM1018A1-11	SL_TL	32.76618	-117.09672	4771 1/3 Fairmount Ave	City	San Diego	Built
244	CBM1019-01	SL_TL	32.94700	-117.25675	2198 1/3 Cordero Rd	City	San Diego	Future
245	CBM1019-05	SL_TL	33.01880	-117.06810	16866 1/3 Acebo Dr	City	San Diego	Future
246	CBM1019-06	SL_TL	33.01151	-117.06219	12384 1/3 Horado Rd	City	San Diego	Future
247	CBM1019-07	SL_TL	33.00191	-117.06547	15886 1/3 Bernardo Heights Pkwy	City	San Diego	Future
248	CBM1019-08	SL_TL	33.00932	-117.07446	16338 1/3 Avenida Suavidad	City	San Diego	Future
249	CBM1019-09	SL_TL	33.00129	-117.05840	15714 1/3 Bernardo Heights	City	San Diego	Future
250	CBM1019-10	SL_TL	32.99933	-117.06893	15670 1/3 Avenida Alcachofa	City	San Diego	Future
251	CBM1019-11	SL_TL	32.99869	-117.06017	12660 1/3 Via Galacia	City	San Diego	Future
252	CBM1019-13	SL_TL	32.75536	-117.11377	3686 1/3 El Cajon Blvd	City	San Diego	Future
253	CBM1019-14	SL_TL	32.74968	-117.09779	4488 1/3 University Ave	City	San Diego	Future
254	CBM1019-15	SL_TL	32.74963	-117.08792	4950 1/3 University Ave	City	San Diego	Future
255	CBM1019-19	SL_TL	32.72897	-117.08052	5344 1/3 Pirotte Dr	City	San Diego	Future
256	CBM1019-31	SL_TL	32.68627	-117.05412	6488 1/3 Bougainville Rd	City	San Diego	Future
257	CBM1019-32	SL_TL	32.54818	-117.05182	3640 1/3 Janse way	City	San Diego	Future
258	TMB1009-31c	SL_TL	32.94684	-117.23007	3843 1/3 Mykonos Ln	City	San Diego	Future
259	TMB1009-32c	SL_TL	32.94608	-117.22288	12109 1/3 Carmel Country Rd	City	San Diego	Future
260	TMB1009-33	SL_TL	32.94510	-117.21701	11790 1/3 Carmel Country Rd	City	San Diego	Future
261	TMB1009-36	SL_TL	32.79345	-117.23318	3984 1/3 Lamont St	City	San Diego	Future
262	TMB1009-37	SL_TL	32.77832	-117.25271	717 1/3 El Carmel Pl	City	San Diego	Future
263	TMB1009-38c	SL_TL	32.76363	-117.25117	802 1/3 Capistrano Pl	City	San Diego	Future
264	TMB1009-39	SL_TL	32.74426	-117.20249	3332 1/3 Barnett Ave	City	San Diego	Future
265	TMB1009-40c	SL_TL	32.74354	-117.22001	3428 1/3 Freeman St	City	San Diego	Future
266	TMB1009-42	SL_TL	32.74115	-117.22426	2431 1/3 Chatsworth	City	San Diego	Future
267	TMB1009-43	SL_TL	32.73677	-117.23860	1805 1/3 Catalina Blvd	City	San Diego	Future
268	TMB1009-46	SL_TL	32.73068	-117.24326	1442 1/3 Catalina Blvd	City	San Diego	Future
269	TMB1009-49	SL_TL	32.71650	-117.24725	626 1/3 Catalina Blvd	City	San Diego	Future

Such list may change from time to time.

Exhibit B: Wireless Master Plan

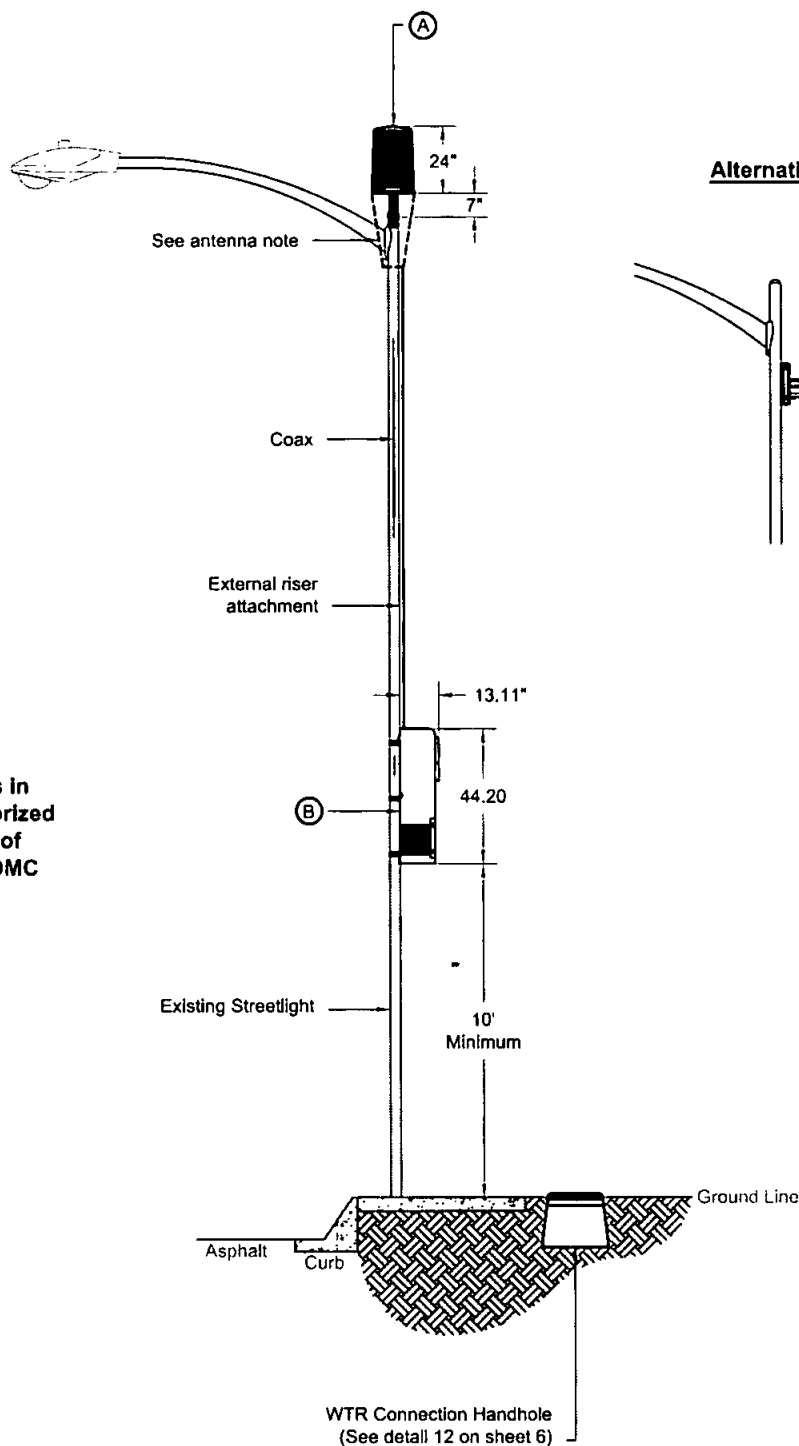
Description:

Existing Streetlight with Radio Equipment Shroud attached at 10' 0" above ground level. Antenna with kit attached on top of the existing streetlight. Antenna will not exceed the height of 30' 0" west of Interstate 5 per San Diego requirements.
 *Height of streetlight may vary per location.

"As approved by Planning Director"

Antenna Note

1. Optional shroud (dashed) to conceal coaxial cables and splitter.

**Note:**

All antenna details / schematics in this Exhibit "B" shall be categorized as exempt from the application of Section 141.0420(a)(2) of the SDMC and shall be subject to an administrative review.

A. Additional antenna & mount types shown on sheet 5, 6 & 7.

B. Additional equipment types shown on sheets 7, 8 & 9.
 (023R1 or equivalent)



NextG Networks of
California, Inc.

NEXTG NETWORKS

Approved Antenna & Equipment Configurations Exhibit "B"

*Unabridged wireless master plan on file with city.

SITE ADDRESS: Verdes	
TITLE: Standard Street Light Remote Unit with Shroud Non Metered Unit Configuration	
CONTRACT NO.	SHEET 1
DRAWING NO.	
DATE: 07/18/12	
SCALED: As shown	
PLOT DATE:	

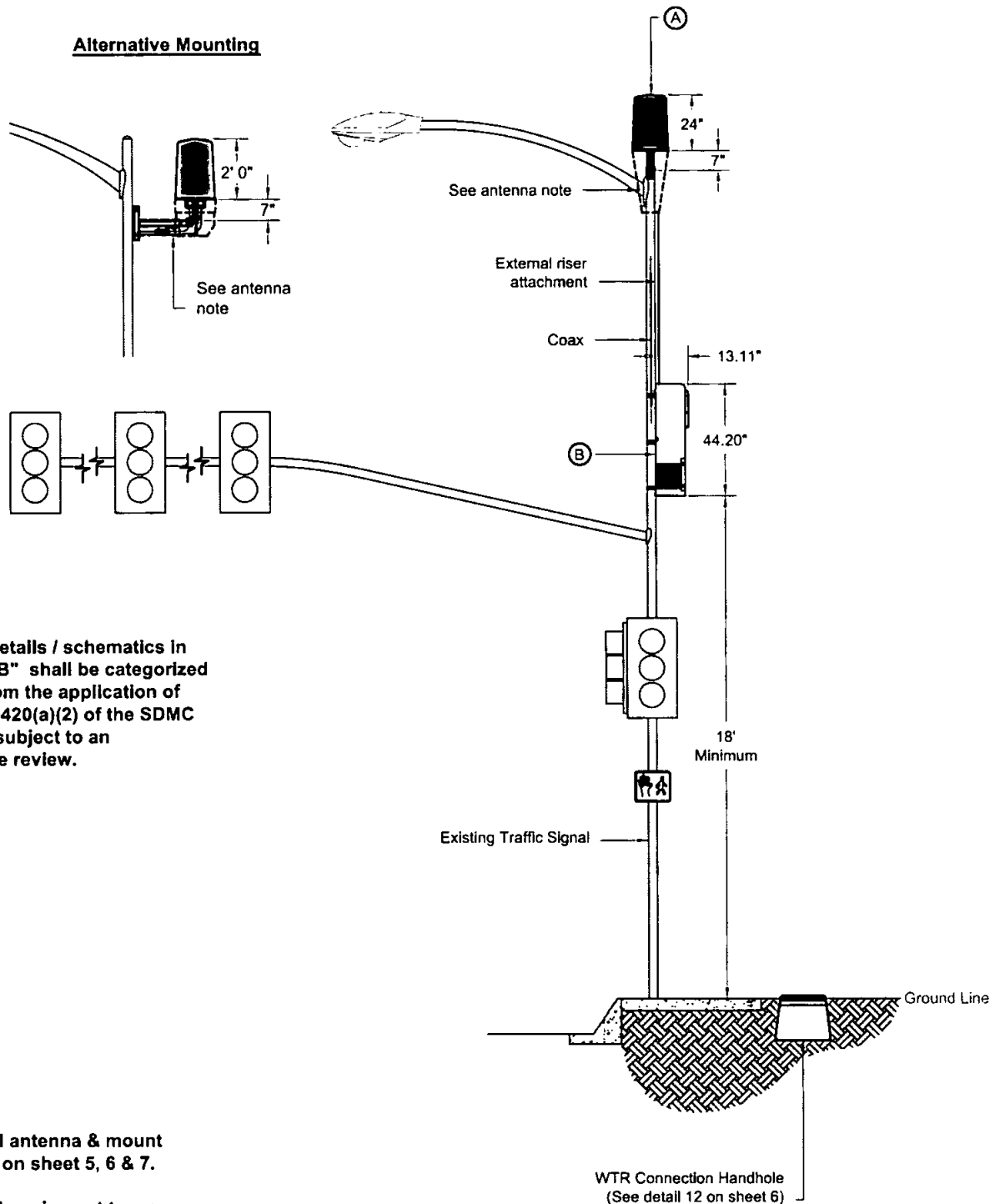
Description:

Existing Traffic Signal (Case 5) with Radio Equipment Shroud attached at 18' 0" above ground level. Antenna with kit attached on top of the existing traffic signal. Antenna will not exceed the height of 30' 0" west of Interstate 5 per San Diego requirements. *Height of traffic signal may vary per location.

"As approved by Planning Director"

Antenna Notes

1. Optional shroud (dashed) to conceal coaxial cables and splitter.

Alternative Mounting**Note:**

All antenna details / schematics in this Exhibit "B" shall be categorized as exempt from the application of Section 141.0420(a)(2) of the SDMC and shall be subject to an administrative review.

A. Additional antenna & mount types shown on sheet 5, 6 & 7.

B. Additional equipment types shown on sheets 7, 8 & 9.
(023R1 or equivalent)



NextG Networks of
California, Inc.

NEXTG NETWORKS Approved Antenna & Equipment Configurations Exhibit "B"

*Unabridged wireless master plan on file with city.

SITE ADDRESS:	Varies
TITLE:	Traffic Light Pole Remote Unit with Shroud Non Metered Unit Configuration
CONTRACT NO.	
DRAWING NO.	
DATE:	07/18/12
SCALED:	As shown
PLOT DATE:	

2

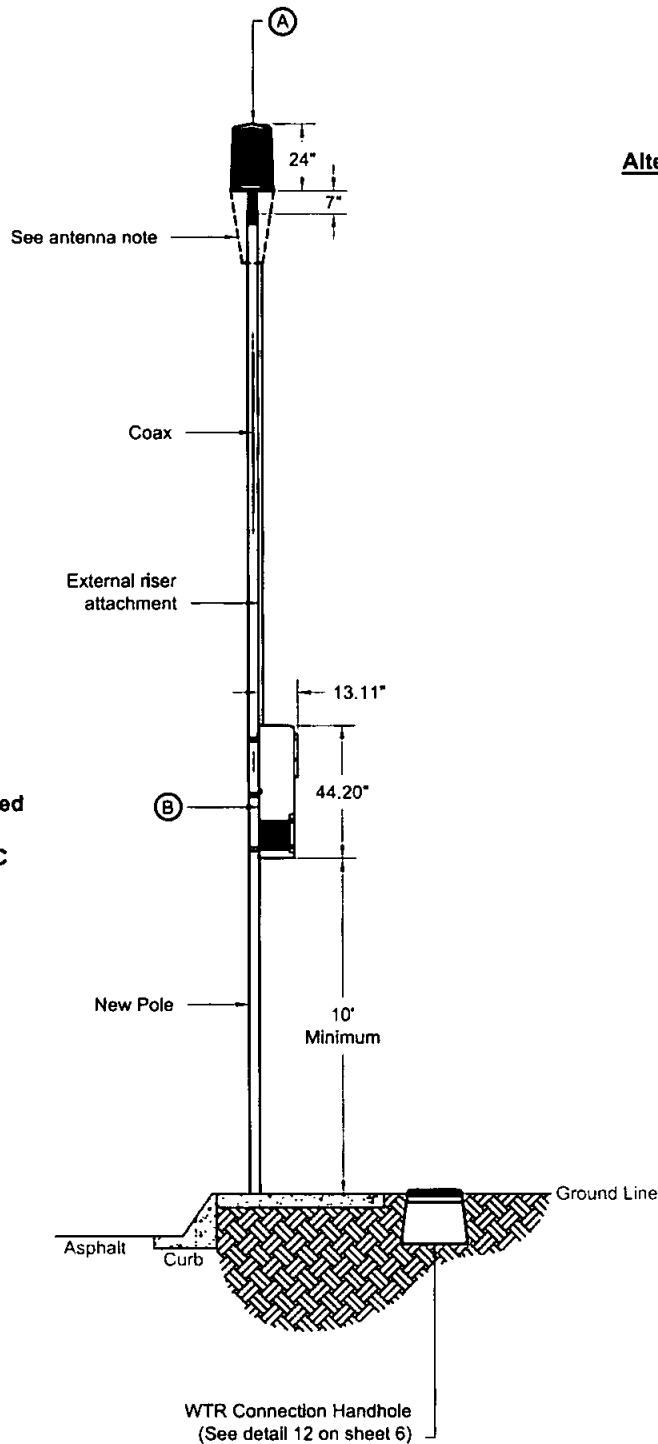
"As approved by Planning Director"

Description:

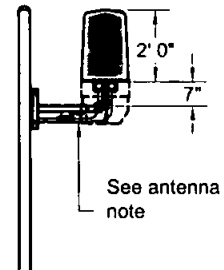
New Pole with Radio Equipment Shroud attached at 10' 0" above ground level. Antenna with kit attached on top of the New Pole. Antenna will not exceed the height of 30' 0" west of Interstate 5 per San Diego requirements. *Height of New Pole may vary per location.

Antenna Notes

1. Optional shroud (dashed) to conceal coaxial cables and splitter.



Alternative Mounting



Note:

All antenna details / schematics in this Exhibit "B" shall be categorized as exempt from the application of Section 141.0420(a)(2) of the SDMC and shall be subject to an administrative review.

A. Additional antenna & mount types shown on sheet 5, 6 & 7.

B. Additional equipment types shown on sheets 7, 8 & 9.
(023R1 or equivalent)



NextG Networks of
California, Inc.

NEXTG NETWORKS
Approved Antenna & Equipment Configurations
Exhibit "B"

*Unabridged wireless master plan on file with city.

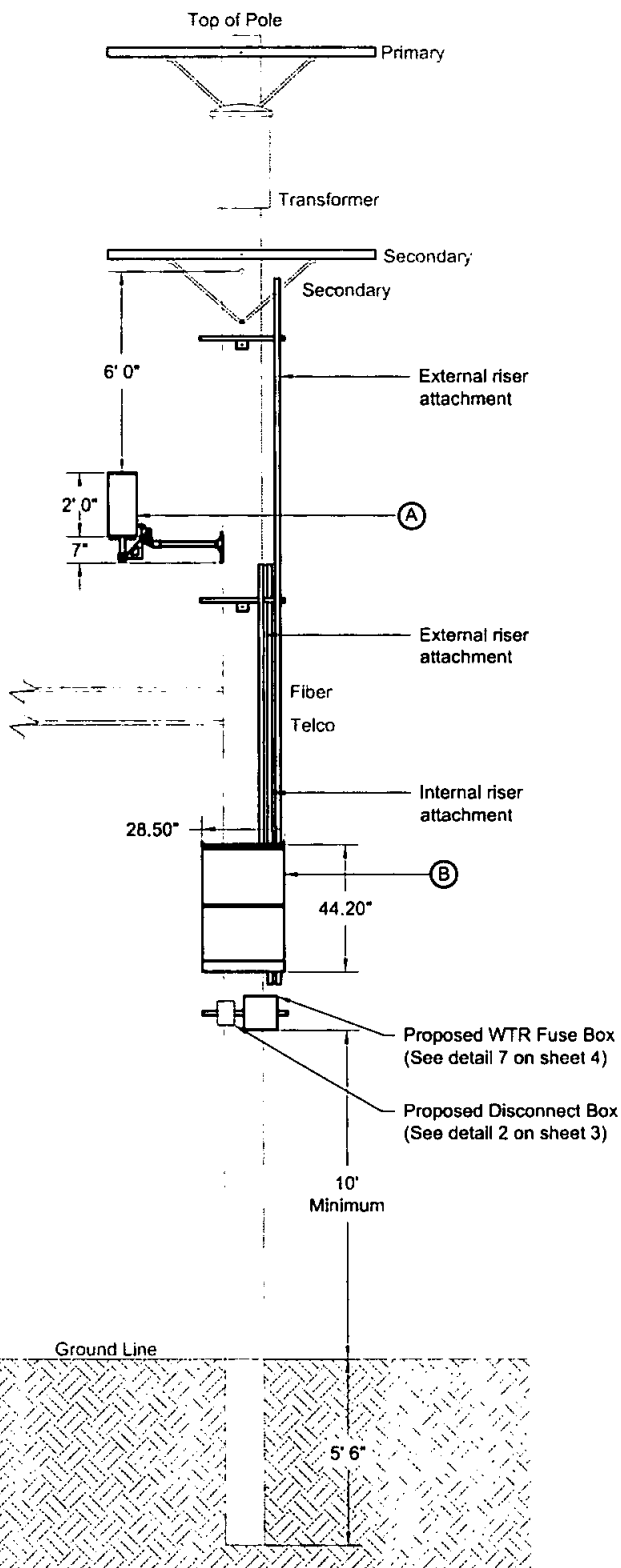
SITE ADDRESS:	Varies
TITLE:	New Utility / Street Light Pole Remote Unit with Shroud Non Metered Unit Configuration
CONTRACT NO.	
DRAWING NO.	
DATE:	07/18/12
SCALED:	As shown
PLOT DATE:	

3

"As approved by Planning Director"

Description:

Existing Utility Pole with Radio Equipment Shroud attached at 10' 0" above ground level. Antenna with kit attached on top / side of the utility pole. Antenna will not exceed the height of 30' 0" west of Interstate 5 per San Diego requirements.
*Height of Utility Pole may vary per location.



Note:

All antenna details / schematics in this Exhibit "B" shall be categorized as exempt from the application of Section 141.0420(a)(2) of the SDMC and shall be subject to an administrative review.

A. Additional antenna & mount types shown on sheet 5, 6 & 7.

**B. Additional equipment types shown on sheets 7, 8 & 9.
(023R1 or equivalent)**



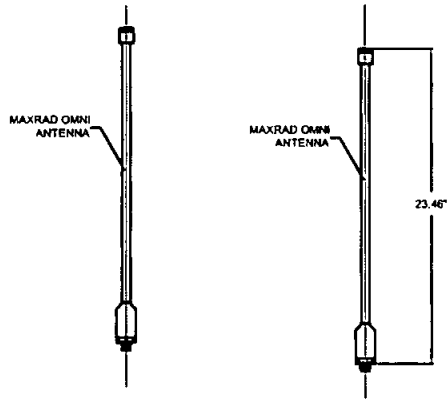
NextG Networks of
California, Inc.

NEXTG NETWORKS Approved Antenna & Equipment Configurations Exhibit "B"

*Unabridged wireless master plan on file with city.

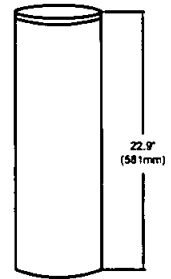
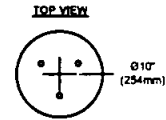
SITE ADDRESS:	Varies
TITLE:	Wooden Distribution Pole Remote Unit with Shroud Non Metered Unit Configuration
CONTRACT NO.	
DRAWING NO.	
DATE:	07/18/12
SCALED:	As shown
PLOT DATE:	

Maxrad Antenna



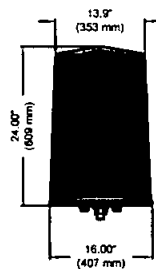
1 SCALE
N.T.S.

Cellmax MODEL #CMA-TRU/6515/E2



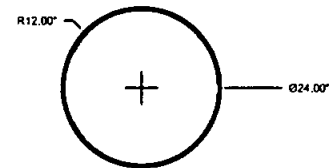
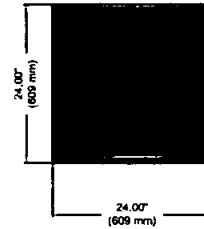
2 SCALE
N.T.S.

Kathrein Scala Dualband X-pol Omni Antenna (Model #840-10500)



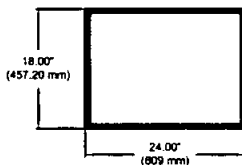
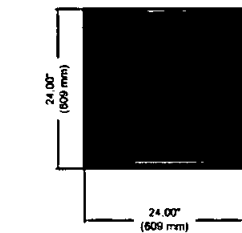
3 SCALE
N.T.S.

24" x 24" Cylindrical Antenna Shroud



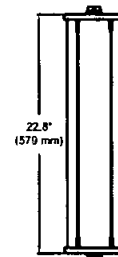
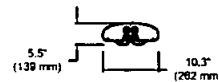
4 SCALE
N.T.S.

24" x 24" x 18" Antenna Shroud



5 SCALE
N.T.S.

Kathrein Scala



6 SCALE
N.T.S.



NextG Networks of
California, Inc.

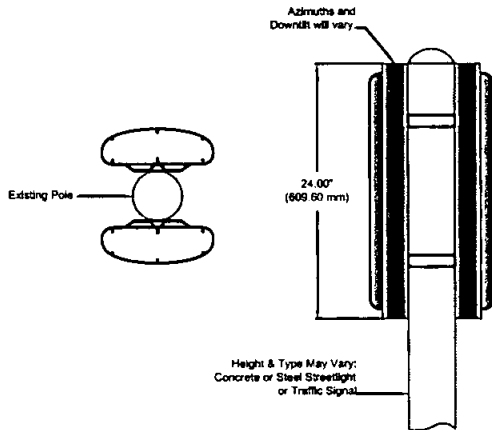
NEXTG NETWORKS Approved Antenna & Equipment Configurations Exhibit "B"

*Unbridged wireless master plan on file with city.

"As approved by Planning Director"

SITE ADDRESS:		Varies	
TITLE:		Details	
CONTRACT NO.		SHEET	
DRAWING NO.		5	
DATE:		07/18/12	
SCALED:		As shown	
PLOT DATE:			

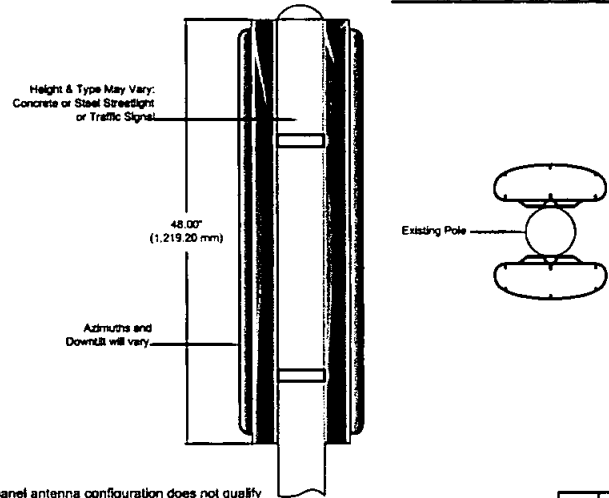
Dual 24" Panel Configuration



*Dual panel antenna configuration does not qualify for the LDC Section 141.0420(a) (2) exemption.

7 SCALE N.T.S.

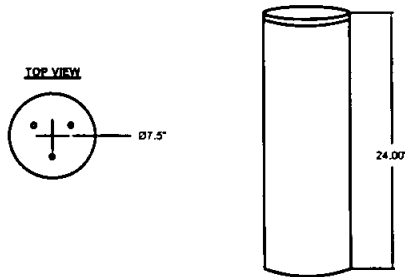
Dual 48" Panel Configuration



*Dual panel antenna configuration does not qualify for the LDC Section 141.0420(a) (2) exemption.

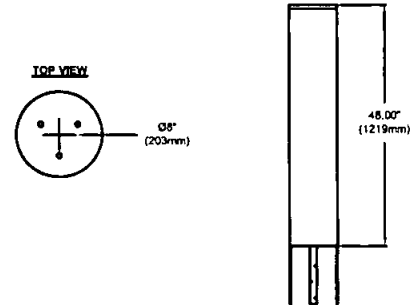
8 SCALE N.T.S.

Jaybeam Wireless Model #WB3X080X06Fx00 (Tri-sector Antenna)



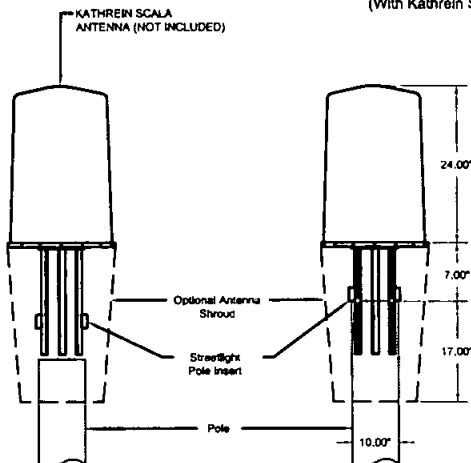
9 SCALE N.T.S.

Amphenol Model #CEX800214Fx00



10 SCALE N.T.S.

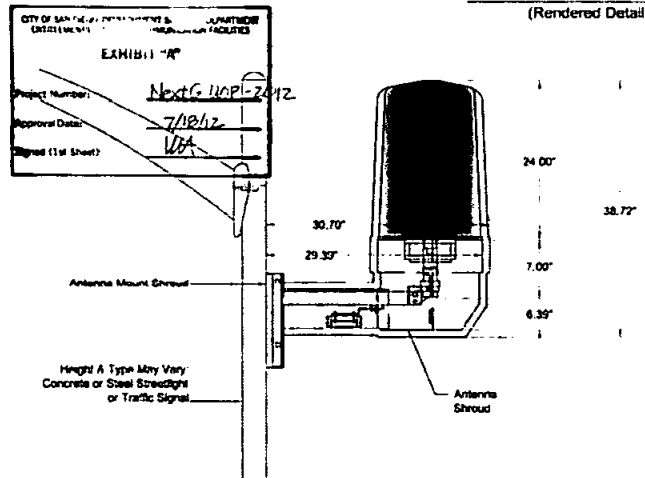
Antenna Kit 008H (With Kathrein Scala Antenna)



*Optional shroud at city's discretion.

11 SCALE N.T.S.

Antenna Kit 007J Shroud (Rendered Detail)



12 SCALE N.T.S.



NextG Networks of
California, Inc.

NEXTG NETWORKS Approved Antenna & Equipment Configurations Exhibit "B"

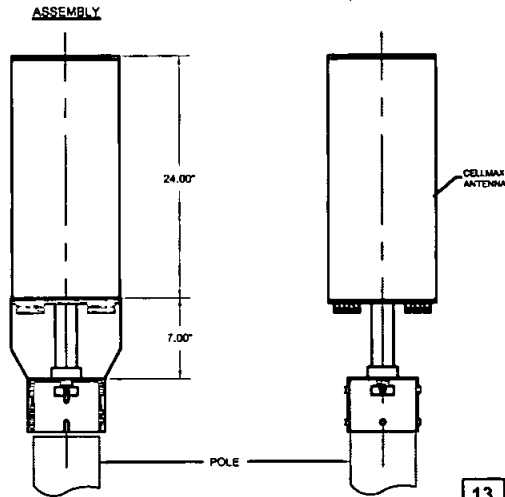
*Unabridged wireless master plan on file with city.

"As approved by Planning Director"

SITE ADDRESS:	Varies
TITLE:	Details
CONTRACT NO.	
DRAWING NO.	
DATE:	07/18/12
SCALED:	As shown
PLOT DATE:	

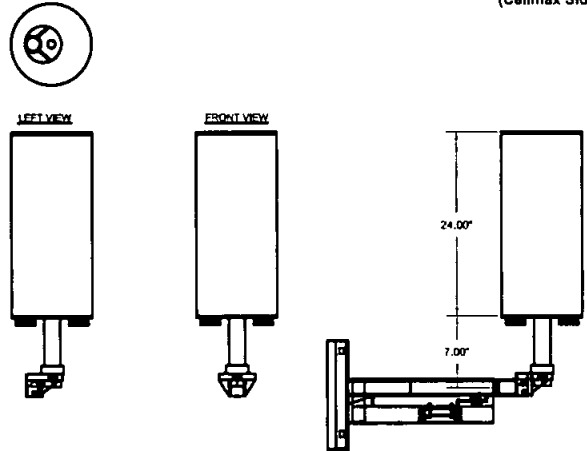
SHEET
6

Round Streetlight Adapter (For Cellmax Antenna only)



13 SCALE
N.T.S.

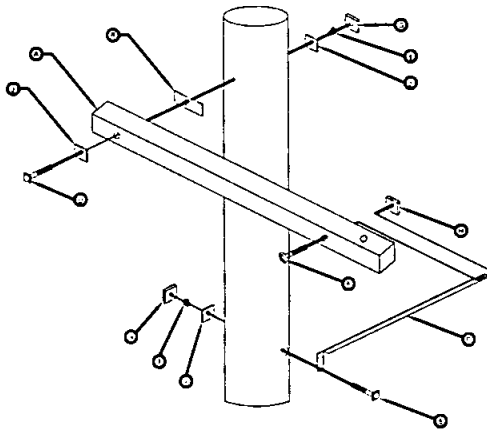
Antenna Kit 007L (Cellmax Side Mount)



14 SCALE
N.T.S.

- NOTES:
- CROSS ARM AND BRACE MAY VARY IN LENGTH AND DIMENSION.
 - 5/8" MACHINE BOLTS WILL VARY DUE TO POLE DIAMETER.
 - ALL LINE HARDWARE TO BE HOT DIPPED GALVANIZED IRON.
 - BRACE MAY BE REVERSED DUE TO POLE CONDITIONS.

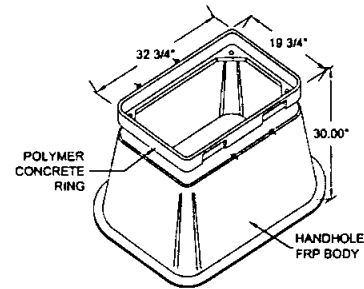
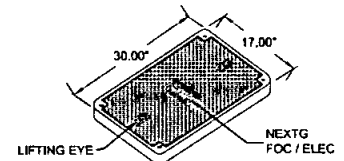
Cross Extension Arm



15 SCALE
N.T.S.

- COVER FEATURES:
- * PW - 10,400 LBS. WHEEL LOAD ON 10" x 10" PLATE.
 - * APPROX. WT. = 72 LBS.
 - * POLYMER CONCRETE
 - * ONE PIECE COVER
 - * FOUR BOLT DOWN
 - * COLOR: CONCRETE GREY
 - * NON - SKID SURFACE
 - * LABEL ID: NEXTG FOC / ELEC

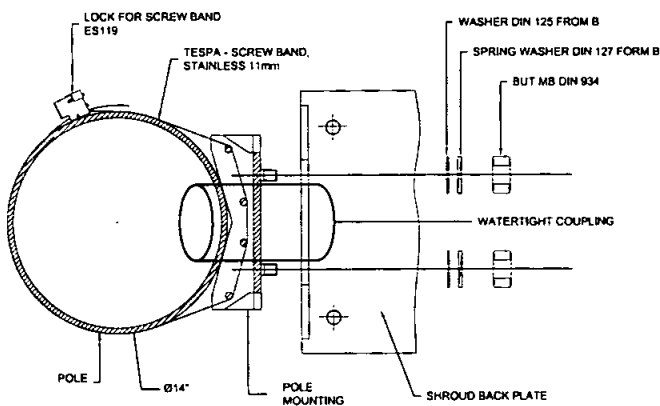
17" x 30" Connection Handhole



- HANDHOLE FEATURES:
- * POLYMER CONCRETE RING AND FIBERGLASS REINFORCED POLYMER BODY
 - * COLOR OF RING: CONCRETE GREY
 - * APPROX. WT. = 123 lbs.

16 SCALE
N.T.S.

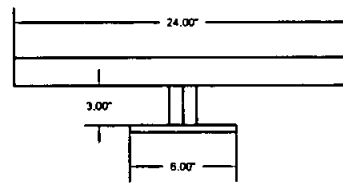
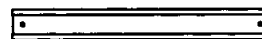
POLE MOUNTING (STREETLIGHTS, TRAFFIC SIGNALS, & NEW POLES)



PROVIDE WATER TIGHT COUPLING WHEN CONNECTING WIRING FROM THE POLE MOUNTING EQUIPMENT TO THE STREETLIGHT POLE.

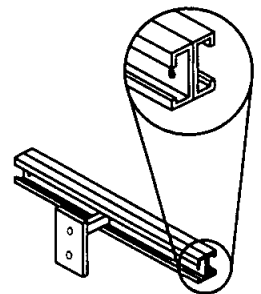
17 SCALE
N.T.S.

FRONT VIEW OF STAND OFF BRACKET:



TOP VIEW STAND OFF BRACKET:

STANDOFF BRACKET



3D VIEW OF STAND OFF BRACKET:

18 SCALE
N.T.S.



NextG Networks of
California, Inc.

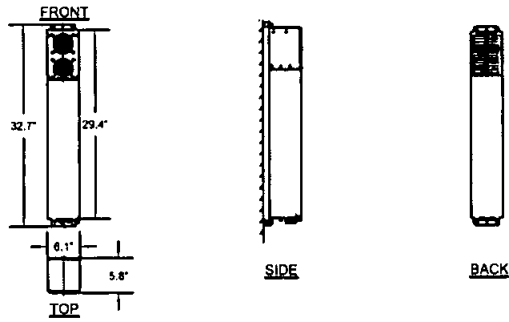
NEXTG NETWORKS Approved Antenna & Equipment Configurations Exhibit "B"

"Unbridged wireless master plan on file with city."

"As approved by Planning Director"

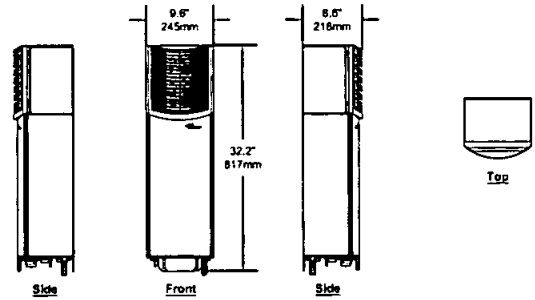
SITE ADDRESS:	Varies
TITLE:	Details
CONTRACT NO.	SHEET
DRAWING NO.	7
DATE:	07/18/12
SCALED:	As shown
PLOT DATE:	

Radio Equipment -
Andrew Ion



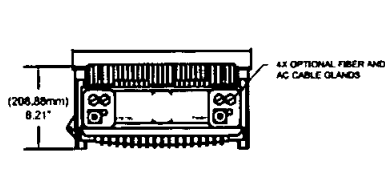
19 SCALE
N.T.S.

Radio Equipment -
Ion-M17HP/19HP



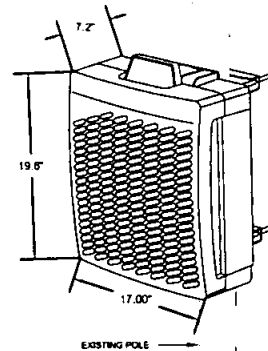
20 SCALE
N.T.S.

Radio Equipment -
Powerwave



21 SCALE
N.T.S.

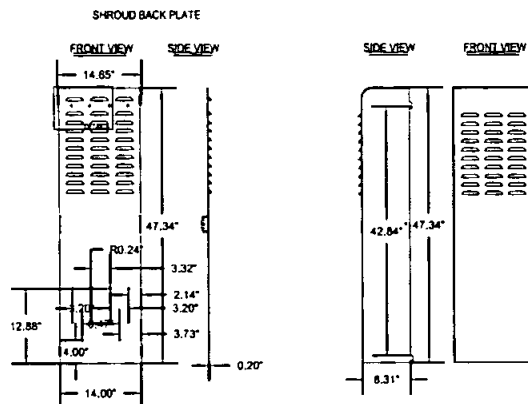
Radio Equipment -
Ericsson RRUS-11



22 SCALE
N.T.S.

TOTAL WEIGHT: 250 LBS

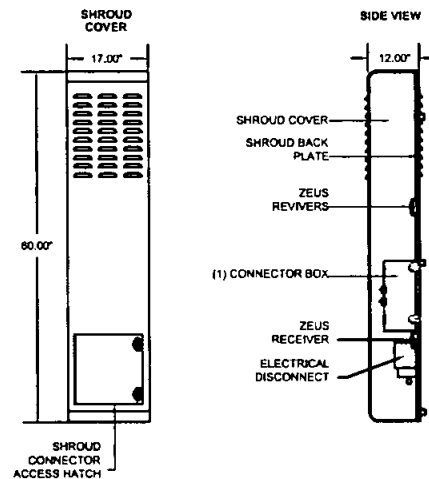
Radio Equipment Shroud - #001



23 SCALE
N.T.S.

TOTAL WEIGHT: 150 LBS

Radio Equipment Shroud - #006



24 SCALE
N.T.S.



NextG Networks of
California, Inc.

NEXTG NETWORKS
Approved Antenna & Equipment Configurations
Exhibit "B"

*Unabridged wireless master plan on file with city.

"As approved by Planning Director"

SITE ADDRESS:		Varies	
TITLE:		Details	
CONTRACT NO.	SHEET		
DRAWING NO.	8		
DATE:	07/18/12		
SCALED:	As shown		
PLOT DATE:			

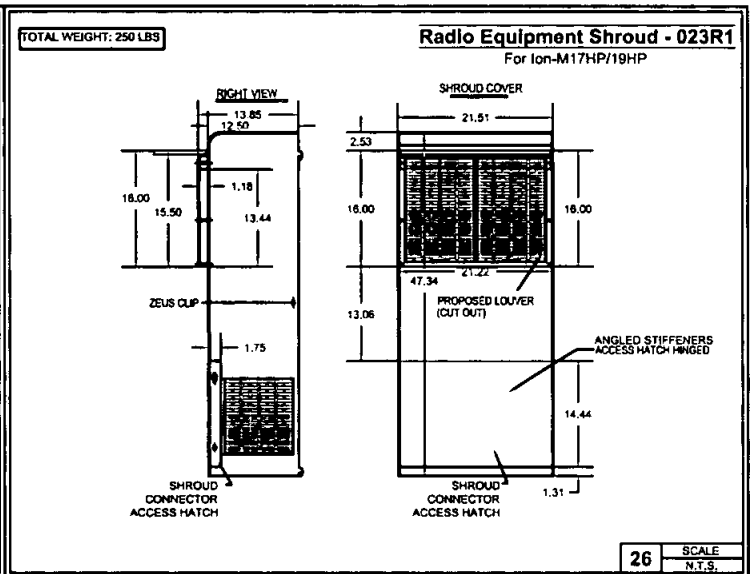
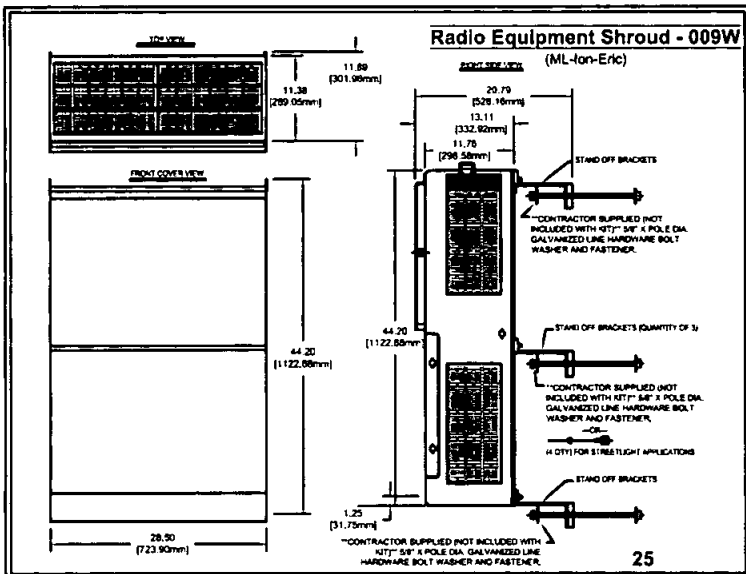


Exhibit C: Interference Protection Requirements

1. **Interference.** Anytime during the term of this Permit, PERMITTEE 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 equipment, transmission frequencies that are currently being operated on-site, and similar or other relevant data from the licensees and/or users operating on-site. The information required to compile this report, including transmit frequencies currently operated on-site, may require collection of data from other licensees operating on-site. A list of other licensees within the Permit Area can be obtained from CITY. CITY is not responsible for any omitted data provided for the purpose of creating this Report. If required, the Report shall be provided to CITY'S General Services Department, Communications Division, Senior Communications Engineer.
2. **Pre-installation Notification.** PERMITTEE shall notify all licensees and/or users operating within the Permit Area of any proposed installation and/or modification at least fourteen (14) calendar days prior thereto. A list of all licensees and/or users operating within the Permit Area may be obtained from CITY and used to compile a notification list. The notification shall be in the form of a letter to each listed licensee and/or user operating within the Permit Area, giving a technical data summary of the proposed new and/or modified equipment and/or installation to be installed within the Permit Area, and shall specify the approximate date of the installation or modification. An additional notification letter shall be sent to CITY'S Communication Engineer at CITY'S General Services Department, Communications Division. This letter shall include a list of all licensees and/or users notified. PERMITTEE shall make complete arrangements and conduct all tests and operations in accordance with all applicable Federal (including FCC) Rules and Regulations.
3. **Radio Frequency Interference to CITY Radio Equipment.** The radio equipment use proposed by PERMITTEE shall not directly or indirectly result in degraded technical performance of CITY'S existing radio equipment installed within the Permit Area or used in the general area. Resulting degraded technical performance in this instance includes, but is not limited to: (a) detectable or measurable received intermodulation; (b) audio distortion or noise; and (c) receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.
4. **Modifications to Equipment.** Modifications to transmitting equipment (including, but not limited to, those which change effective radiated power, transmitter frequency, transmitter modulation, and/or transmitter spurious and harmonic emissions) may require re-notification to existing licensees and/or users operating within the Permit Area, as well as a new Report.
5. **Resulting Interference.** Should an interference problem occur within the Permit Area (or surrounding area) as a result of any new and/or modified equipment and/or installation, PERMITTEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. If harmful interference cannot be resolved, CITY may recognize the right of other authorized users and, in CITY'S sole discretion, withhold consent or disallow use of the new and/or modified equipment and/or installation, pending settlement of the interference problems between PERMITTEE and other authorized users.

6. No Obligation by CITY for Loss. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of the foregoing interference protection requirements, and PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S enforcement thereof.

Exhibit D: Emergency Maintenance Procedures

If PERMITTEE discovers that any of the Communications Equipment is damaged, PERMITTEE 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 **PERMITTEE'S Network Operation Call Center at 1-866-44-NEXTG (446-3984)**.

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

If the 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 Permit.

If CITY'S telecommunications and/or Traffic Control systems require emergency repair or maintenance by CITY, CITY shall employ use of PERMITTEE'S emergency shut off switch, per Section 18.3, and notify PERMITTEE immediately at the number above.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining the 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 Permit.