



CITY OF SAN DIEGO
MASTER USE AND OCCUPANCY PERMIT

between

THE CITY OF SAN DIEGO

and

MOBILITIE, LLC

for

Small Cell Installations on Various Poles

**CITY OF SAN DIEGO
MASTER SMALL CELL
USE AND OCCUPANCY PERMIT**

This CITY OF SAN DIEGO MASTER USE AND OCCUPANCY PERMIT ("Master Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and MOBILITIE, LLC, a Nevada limited liability company ("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 Master Permit is signed by the San Diego City Attorney.

RECITALS

A. CITY is the record owner of certain public rights-of-way within the City of San Diego.

B. PERMITTEE desires to erect, maintain and operate within the CITY's public rights-of-way Small Cell wireless communication facilities, including utility lines, transmission lines, electric light poles to support antennas, electronic equipment, and transmitting and receiving antennas, which facilities are more fully defined below as "Communications Equipment."

C. PERMITTEE represents that it is designated by the California Public Utilities Commission ("PUC") as a "Competitive Local Exchange Carrier" ("CLEC"); and PERMITTEE further represents that, pursuant to that designation, PERMITTEE qualifies as a "Public Utility" under the California Public Utilities Code.

D. CITY is willing to grant PERMITTEE this Master Permit for the right to use portions of CITY's public right-of way for the construction, operation and maintenance of the Communications Equipment (defined below), including attaching the Communications Equipment to CITY Street Light Poles in order to provide better service to wireless customers.

E. Notwithstanding anything to the contrary contained in this Master Permit, no provision contained herein shall be construed to mean that PERMITTEE is paying a use fee for any ground space portion of the public right-of-way.

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

1. DEFINITIONS.

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

- 1.1. "Approved Site" – a Site (defined below) for which all approvals required for construction or installation to commence have been obtained.

- 1.2. "Communications Equipment" – includes, but is not limited to, PERMITTEE'S antennas, mounting brackets, equipment enclosures, AC disconnects, flexible metal conduits, grounding plates, grounding wires, grounding pipes, coils, NEMA boxes, and fiber optic cables installed by PERMITTEE, more particularly described and depicted in Exhibit B as may be updated from time to time at CITY's sole discretion.
- 1.3. "Emergency" – imminent danger to the public health, safety or welfare or property.
- 1.4. "Hazardous Substances" – those hazardous substances listed by the Environmental Protection Agency ("EPA") in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.
- 1.5. "Permit Areas" – 82 various CITY-owned Sites (defined below), more particularly depicted in Exhibit A and in Exhibit B as updated from time to time.
- 1.6. "PERMITTEE's Operations" – PERMITTEE's development, occupancy, use, and/or maintenance of the Permit Areas.
- 1.7. "Site" – a Street Light Pole (defined below), where the Communications Equipment is installed pursuant to this Master Permit, each Site being depicted in Exhibit B as updated from time to time at CITY's sole discretion.
- 1.8. "Street Light Pole" – any Caltrans Type 15 pole (rounded, metal) that has a luminaire arm and luminaire for the purpose of providing roadway lighting in accordance with City Standard Drawing SDE-101. As defined herein a street light pole shall not incorporate any traffic signal equipment of any kind, including signals intended to control pedestrian traffic.

2. USE OF PERMIT AREAS.

PERMITTEE shall use the Permit Areas solely 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 ("Permit Use") only as depicted in Exhibit B.

- 2.1. Primary Purpose of Street Light Poles. Any Street Light Pole is for the primary purpose of providing lighting, but may have the secondary purpose of accommodating PERMITTEE's Operations at the Permit Areas.
- 2.2. Other Uses. PERMITTEE shall not operate the Communications Equipment or use the Permit Areas 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 shall not interfere with the operation of the Street Light, or cause visual impairment, distraction, or confusion to motorists.
- 2.3. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance, as defined in California Civil Code Section 3479.

- 2.4. No Limitation. Nothing contained in this Master Permit shall be construed as a limitation, restriction or prohibition against CITY entering into agreements with other parties regarding the use of the Permit Areas, Sites or other facilities or the CITY issuing permits for the use of its rights-of-way.

3. RIGHT TO ENTER AND OCCUPY.

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

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

4. TERM.

The term of this Master Permit ("Term") shall not exceed ten (10) 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 Areas past the expiration or earlier revocation or termination of this Master 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 Master Permit by PERMITTEE, PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee in the amount of \$4,920 (Four Thousand Nine Hundred Twenty Dollars).

6. ANNUAL USE FEE.

PERMITTEE shall pay to CITY an Annual Use Fee in the following amounts for all Approved Sites, calculated from the date all required approvals were obtained, regardless of whether the Site was physically constructed or installed:

	Poles 1-50	Poles 51-82
Permit Year One	\$4,000.00	\$3,750.00
Permit Year Two	\$4,140.00	\$3,881.25
Permit Year Three	\$4,284.90	\$4,017.09
Permit Year Four	\$4,434.87	\$4,157.69
Permit Year Five	\$4,590.09	\$4,303.21
Permit Years Six - Ten	Market Use Fee Adjustments by Appraisal	

The above use fee schedule reflects an annual escalation equal to three and one half percent (3.5%) above the annual use fee for each preceding Permit Year, with the annual adjustment occurring on the first day of each Permit Year. For the sixth through the tenth Permit Years, the use fee may be adjusted upward pursuant to the "Market Use Fee Adjustments by Appraisal" section below.

6.1. Market Annual Use Fee Adjustments by Appraisal. At the end of the fifth Permit Year, the Annual Use Fee for the remaining five (5) Permit Years of the Term shall be determined by an appraisal, to be effective as of the first day of the sixth Permit Year ("Adjustment Date"). Such appraisal shall be performed by a staff appraiser of CITY's Real Estate Assets Department ("READ") or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market use fees for telecommunications sites, properties, and leases ("Qualified Appraiser") and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market use fee for the Sites, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market fees for similar licensed facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, PERMITTEE shall continue to pay the Annual Use Fee in accordance with the then-existing Permit rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by PERMITTEE to CITY within thirty (30) calendar days after determination of the new use fee rate. In no event shall the adjusted use fee be less than the use fee in effect immediately prior to the Adjustment Date. CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the Annual Use Fee for the remaining five (5) Permit Years shall be set at three and one half percent (3.5%) above the Annual Use Fee for each preceding Permit Year.

6.2. Time and Place of Payment. The Annual Use Fee is due in arrears on or before the first day of each Permit Year during the Term (referred to hereinafter as the "Annual Payment"). The Annual Use Fee check shall 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, California 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 days 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.

- 6.3. 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 fifteen (15) 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. In no event shall the charge for late payments of the Annual Use Fee be less than \$25 (Twenty-Five Dollars). 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.
- 6.4. Yearly List of Installed Sites. No later than sixty (60) days prior to the first day of each Permit Year, PERMITTEE shall furnish to CITY a complete list of all Sites that have been constructed or installed under this Master Permit, which list CITY will use to compute the Annual Use Fee that is due on or before the first day of each Permit Year. Failure to provide the Yearly List of Installed Sites may result in penalties for delinquent Annual Payment and shall constitute a breach of this Permit.
- 6.5. 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 Master 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 Master 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 Master Permit. This section shall survive the expiration or earlier revocation or termination of this Master Permit.

7. INSURANCE.

PERMITTEE shall not begin any work on any portion of the Permit Areas until it has: (a) provided to CITY insurance certificates reflecting evidence of all insurance required below; however, CITY reserves the right to request, and PERMITTEE shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed with CITY that all policies contain the specific provisions required below. PERMITTEE's liabilities, including, but not limited to, PERMITTEE's indemnity obligations, under this Master Permit, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Master Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material

breach of contract by CITY. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss for the Term.

- 7.1. Types of Insurance: At all times during the term of this Master Permit, the PERMITTEE shall maintain insurance coverage as follows:
- a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - b. Commercial Automobile Liability. For all of PERMITTEE's automobiles including owned, hired and non-owned automobiles, PERMITTEE shall keep in full force and effect automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
 - c. Workers' Compensation. For all of PERMITTEE employees who are subject to this Master Permit and to the extent required by the applicable state or federal law, PERMITTEE shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives.
- 7.2. Deductibles: All deductibles on any policy shall be the responsibility of PERMITTEE and shall be disclosed to CITY at the time the evidence of insurance is provided.
- 7.3. Acceptability of Insurers: Except for the State Compensation Insurance Fund, all insurance required by this Master Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 7.4. Modification: To assure protection from and against the kind and extent of risk existing with PERMITTEE's Operations, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required

by CITY for new improvements, changed circumstances, or CITY'S reasonable re-evaluation of risk levels related to the Site.

- 7.5. Accident Reports: PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Areas or otherwise related to PERMITTEE's Operations. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.6. Required Endorsements: The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Master Permit.

7.6.1.1. Commercial General Liability Insurance Endorsements:

- i. Additional Insured: To the fullest extent allowed by law, including, but not limited to, California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf, (b) PERMITTEE's products, (c) PERMITTEE's work, including, but not limited to, PERMITTEE's completed operations performed by PERMITTEE or on PERMITTEE's behalf, or (d) premises owned, leased, controlled or used by PERMITTEE.
- ii. Primary and Non-Contributory Coverage: The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives with respect to the operations of the named insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of PERMITTEE's insurance and shall not contribute to it.
- iii. Severability of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7.6.1.2. Automobile Liability Insurance Endorsements:

- i. Additional Insured. To the fullest extent allowed by law, including, but not limited to, California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials,

officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of PERMITTEE.

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

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 Areas resulting directly or indirectly thereby.

9. ACCEPTANCE OF PERMIT AREAS.

By signing this Master Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Areas and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Areas and their 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 Areas or their suitability for the Permit Use, and that PERMITTEE is relying solely on its own independent inspections, tests, investigations, and observations of the Permit Areas in entering into this Master Permit. PERMITTEE accepts the Permit Areas in their 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 Areas prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects, whether apparent or latent, within the Permit Areas. 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 Areas, and shall be solely responsible therefor. PERMITTEE has been given the opportunity to investigate the Permit Areas 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 any of the Permit Areas. PERMITTEE waives any claims against CITY which may result from the presence of Hazardous Substances on or within any of the Permit Areas.

10. DEVELOPMENT OF SITES.

Prior to the execution of this Master Permit, PERMITTEE shall provide to CITY a full and complete list of Sites that will be covered by this Master Permit, which list shall be attached hereto as Exhibit A. PERMITTEE shall also provide to CITY, prior to the execution of this Master Permit, full and complete site plans for each Site listed on Exhibit A. The Site Plans will be attached hereto as Exhibit B. Within fourteen (14) calendar days of the completion of the installation and development of a Site listed on Exhibit A, PERMITTEE must provide CITY with a Site Addendum in substantially the same form as Exhibit C, which is an agreement for a particular Site licensed to PERMITTEE, which will be added as an addendum to this Master

Permit. Failure to timely provide CITY with each Site Addendum will constitute breaches by PERMITTEE of this Master Permit.

PERMITTEE shall not develop any Site in the Permit Areas unless and until this Master Permit has been executed (or if applicable, amended) by the Parties and approved by the San Diego City Attorney to include the Sites in Exhibits A and B of this Master Permit. PERMITTEE shall develop each Site in the Permit Areas 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, in the CITY's sole discretion. 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.

11. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the site plans depicted in Exhibit B, PERMITTEE shall not construct any improvements, structures, or installations in the Permit Areas, or make any alterations to the Permit Areas (with the exception of necessary maintenance and/or repairs that does not include swapping out or replacing any of the Communications Equipment) without CITY's prior written consent, which consent shall be in CITY's sole discretion. This includes modifications that are considered "eligible facilities" under Section 6409 of the Middle Class Tax Relief and Job Creation Act. PERMITTEE shall not make any structural or architectural design alterations to approved improvements, structures, or installations in the Permit Areas without CITY's prior written consent, which consent shall be in CITY's sole discretion. CITY shall not be obligated by this Master Permit to make, or assume any expense for, any improvements or alterations.

11.1. Alterations to Communications Equipment. PERMITTEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance that does not include swapping out or replacing any of the Communications Equipment, unless: (1) PERMITTEE obtains CITY's prior written consent, which consent shall be in CITY's sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements in the Permit Areas; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibit D. Nothing in this section shall be construed to eliminate PERMITTEE's obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY's Development Services Department or any other governmental agency. CITY, in its proprietary capacity, through its READ, retains the right to deny any request for modification or alteration of a Site as a proprietary right, even if CITY's Development Services Department is required by federal law to approve or permit such request.

11.2. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations in the Permit Areas, PERMITTEE shall inform permitting authorities, in writing, that the Permit Areas are CITY-owned property.

11.3. Repair and Restoration. Nothing in this section shall relieve PERMITTEE of any obligation

under this Master Permit to maintain the Permit Areas in a decent, safe, healthy, and sanitary condition, as required in Section 19 of this Master 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 twenty-four (24) hours from notice of cut. Simultaneously, CITY agrees to cease any and all work to the affected portion of the Permit Areas for a maximum of twenty-four (24) hours or until PERMITTEE completes all repairs, whichever is less.

12. COMPETENT MANAGEMENT.

Throughout the Term, PERMITTEE shall provide competent management of the Permit Areas for the Permit Use to the reasonable satisfaction of CITY. "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. Upon receipt of the same, PERMITTEE shall comply with any and all notices issued by CITY under the authority of all laws, statutes, ordinances, or regulations.
- 13.2. Nondiscrimination/Equal Opportunity. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or disability in PERMITTEE's Operations.

14. WATER QUALITY ASSURANCES.

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

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

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

15. TELECOMMUNICATIONS PROVISIONS.

- 15.1. Entire Installation. PERMITTEE warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation at each Site within the Permit Areas. 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. No changes to the Communications Equipment shall be made without first obtaining written approval by CITY.
- 15.2. 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 Areas 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 Areas discovered by PERMITTEE to exceed these federally mandated limits. PERMITTEE shall defend and hold CITY harmless for any liabilities, fines or other penalties claimed or imposed against CITY that result from the existence of excessive levels of radiation that are caused in whole or in part, or contributed to, by PERMITTEE's Operations. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any equipment installed within the Permit Areas 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.
- 15.3. 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 Areas by fulfilling the requirements of Exhibit C, which may be updated from time to time in CITY's sole discretion.

15.4. 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:

15.4.1. PERMITTEE shall remove all of its trash and debris from the Permit Areas at the end of each workday and on completion of each project;

15.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements and General Orders promulgated by the CPUC; and

15.4.3. 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 Areas.

15.5. Collocation. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) within the Permit Areas without CITY's prior written consent.

15.6. Interference with CITY Operations or Public Use. PERMITTEE's Operations shall not unreasonably interfere with CITY operations or public use of CITY-owned property.

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

17. HAZARDOUS MATERIALS.

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

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

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

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

18. 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 Areas 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 Areas, 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 Areas and remove the item at PERMITTEE's sole cost and expense. PERMITTEE shall post a clearly marked sign at each Site within the Permit Areas indicating PERMITTEE's name and emergency telephone number.

19. MAINTENANCE OF PERMIT AREAS.

PERMITTEE shall, at its sole cost and expense, continuously maintain the Permit Areas 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 Areas 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 Areas 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.

- 19.1. CITY Maintenance. CITY reserves the right to perform any needed routine maintenance within the Permit Areas at any time without providing notice to PERMITTEE, including, but not limited to, the replacement of light bulbs on a Street Light Pole. However, should CITY perform non-routine maintenance, including, but not limited to, the replacement of a Street Light Pole, 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 Areas. In the event CITY's non-routine maintenance includes replacing a Street Light Pole, CITY shall give fifteen (15) days advance notice to PERMITTEE so that PERMITTEE may remove its Communications Equipment prior to the replacement of the Street Light Pole.
- 19.2. Maintenance Procedures for Parties. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit E, 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 PERMITTEE's equipment, with the switch to be used only as set forth in Exhibit E.

20. ENTRY AND INSPECTION.

CITY may, at any time, enter the Permit Areas for the purpose of viewing and ascertaining the condition of the Permit Areas, or to protect CITY's interest in the Permit Areas, or to inspect the operations conducted within the Permit Areas. If CITY's entry or inspection discloses that any portion of the Permit Areas 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 Areas 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 any portion of the Permit Areas 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 Master Permit. As part of its standard practice, PERMITTEE shall schedule a pre-construction inspection and post-construction inspection for each Site within the Permit Areas.

21. 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.

22. TAXES.

PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Areas, 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 Master 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.

23. SUPERIOR INTERESTS.

This Master Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, and rights-of-way pertaining to the Permit Areas, 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 Areas, relative to any such superior interest. If PERMITTEE's use of the Permit Areas 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.

24. ENCUMBRANCES.

PERMITTEE shall not permit any encumbrance related to PERMITTEE's Operations. CITY may, in its reasonable discretion, consent to such an encumbrance if exclusively related to PERMITTEE's development of the Permit Areas. If an encumbrance is placed on any portion of the Permit Areas, 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.

24.1. 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 attorneys' fees. If PERMITTEE's Operations result in a lien or notice of lien being filed against any portion of the Permit Areas, 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.

25. ASSIGNMENT AND SUBLICENSING.

25.1. Assignment. This Master Permit shall not be assigned by PERMITTEE without the express written consent of CITY, which consent shall be in CITY's sole discretion. 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 percent (51%) or more of PERMITTEE's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Master 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, evidence 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.

25.2. Sublicensing. PERMITTEE shall not sublicense, in whole or in part, the Site, or any right or appurtenant privilege to the Site, except as follows:

25.2.1 PERMITTEE'S Sublicense with **Sprint PCS Assets, LLC, a Delaware limited liability company** (SUBLICENSEE). CITY hereby acknowledges that LESSEE intends to sublicense the Permit Areas to allow the use and

occupancy of the Site(s) by SUBLICENSEE. The CITY hereby consents that a sublicense agreement between PERMITTEE and SUBLICENSEE may occur without additional approval by or consideration to the CITY, provided that all of the following terms and conditions are met. The use and occupancy of the Site by SUBLICENSEE is subject to all terms and conditions of this Permit. The sublicense will be and shall remain subject and subordinate to this Permit, as may be amended from time to time. If there is a conflict between the sublicense and this Permit, the terms, conditions, and obligations of this Permit shall control. CITY'S consent to the sublicense agreement with SUBLICENSEE shall be subject to the following conditions, and shall only be valid provided that all of the following conditions remain true:

- 25.2.1.1 The sublicense shall not release PERMITTEE from any liability, whether past, present, or future, under this Permit as to the Permit Areas or any portion thereof;
- 25.2.1.2 The sublicense shall not authorize any additional uses of the Permit Areas, not authorized in this Permit;
- 25.2.1.3 The sublicense shall not alter the primary liability of PERMITTEE to pay the rent and perform all of PERMITTEE's obligations under this Permit;
- 25.2.1.4 The sublicense shall not be construed as a waiver of the requirement to obtain CITY's written consent or act as a consent to any other proposed sublicense, assignment or transfer of any right to use or occupy the Permit Areas by PERMITTEE or SUBLICENSEE to any portion of the Permit Areas. Any transfer of the right to use and occupy the Permit Areas by operation of law shall automatically terminate the Sublicense;
- 25.2.1.5 The sublicense shall not grant any rights to the SUBLICENSEE greater than those rights granted to PERMITTEE under this Permit;
- 25.2.1.6 The sublicense shall not require CITY to recognize SUBLICENSEE in the event of a default in the Permit by PERMITTEE;
- 25.2.1.7 The sublicense shall not enlarge or in any manner increase CITY's obligations or duties under this Permit;
- 25.2.1.8 The sublicense shall not create obligations or costs to CITY with regard to the sublicense;
- 25.2.1.9 The sublicense shall not modify, waive, amend, or otherwise affect any provision of this Permit;

25.2.1.10 The sublicense shall not be deemed to be any type of obligation by CITY to PERMITTEE, SUBLICENSEE or to any governmental agent, board, commission, or agency with regard to any other action relating to SUBLICENSEE's occupancy, use, or maintenance of any portion of the Permit Areas or improvements thereon;

25.2.1.11 Prior to PERMITTEE allowing SUBLICENSEE's use or occupancy of the Permit Areas, PERMITTEE shall cause to be filed with the CITY, a certificate of insurance demonstrating that SUBLICENSEE is in compliance with the insurance requirements in Section 7, which shall name PERMITTEE and the "City of San Diego, its elected officials, officers, representatives, agents, and employees," as additional insureds for the entire term of the sublicense agreement.

25.2.1.12 SUBLICENSEE shall assume the defense of, indemnify and hold harmless CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the Permit Areas, the condition of the Permit Areas or from any act or omission of SUBLICENSEE, its agents, invitees, contractors, and guests; provided however, SUBLICENSEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers or employees.

25.2.2. No Other Sublicensing Allowed. PERMITTEE shall not sublicense, or attempt to transfer any other interest or right to use the Permit Area, in whole or in part, the Site or any right or appurtenant privilege to the Site other than to SUBLICENSEE, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion and shall require additional compensation.

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

26. INDEMNIFICATION.

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 for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Master Permit or PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Areas, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney

fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any established liability arising from the gross negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

27. OTHER GOVERNMENTAL ACTIONS.

By entering into this Master 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 Areas. 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 Areas, as may be necessary for PERMITTEE's Operations.

28. CITY'S RESERVATION OF RIGHTS.

- 28.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Permit Areas.
- 28.2. Use. CITY may grant and use easements or establish and use rights-of-way over, under, along, and across the Permit Areas for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 28.3. Entry. CITY may enter the Permit Areas at any time to develop or make repairs to municipal resources and services.

29. REASSIGNMENT OF SPACE.

CITY may reassign PERMITTEE to an equivalent amount of space in a different location within the Permit Areas or different Site, 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 Areas. During physical relocation of the Communications Equipment to the relocation site, CITY will work with PERMITTEE to attempt to secure an alternative CITY-approved site for PERMITTEE to operate temporary installed communications equipment, which will be installed and maintained at PERMITTEE's sole cost and expense. CITY warrants that every effort will be made to ensure continuous, uninterrupted broadcast and/or receiving capability during any such activity. If any relocation is not satisfactory to PERMITTEE, then PERMITTEE

may, in its sole discretion, terminate this Master Permit or the specific Approved Site or Permit Area upon thirty (30) calendar days written notice to CITY, without further obligation therefor.

30. REVOCATION AND TERMINATION.

30.1. Revocation by CITY.

30.1.1. Revocable License. This Master 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 Master Permit at will and at any time during the Term. However, CITY agrees that CITY will not exercise its right to revoke this Master Permit at will unless CITY determines, in its sole discretion, that PERMITTEE is in default of this Master Permit, the events of default being set forth in this section. Upon default, CITY may thereafter, in its sole discretion, exercise its right to revoke this Master Permit at will and at any time during the Term. If CITY exercises its right to revoke this Master 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 Areas (pursuant to Section 31 of this Permit).

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

- a. PERMITTEE's failure to make any payment required under this Master Permit when due, if the failure continues for twenty (20) calendar days following written notice of the failure by CITY;
- b. PERMITTEE's breach of any of its obligations under this Master 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 any portion of the Permit Areas for any unauthorized purpose.
- 30.2. Termination by PERMITTEE. PERMITTEE may terminate this Master Permit, or remove any specific Site and/or Permit Area thereby terminating PERMITTEE's right to use said Site or Permit Area, for any reason upon thirty (30) days prior written notice to CITY. Upon PERMITTEE's termination of this Master Permit, or removal of a specific Site or Permit Area from this Master Permit, PERMITTEE shall immediately cease PERMITTEE's Operations and remove PERMITTEE's improvements and personal property from the affected Permit Areas (pursuant to Section 31 of this Master Permit).
- 30.3. 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 Master 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 Master Permit.
- 30.4. Cumulative Remedies. CITY's rights and remedies under this Master Permit are cumulative and shall not limit or otherwise waive or deny any of its respective rights or remedies at law or in equity.
- 30.5. Waiver. The property constituting the Permit Areas 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 Master 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 Master 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 Use 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.
- 30.6. Effect of Termination of Specific Approved Site or Permit Area. Following the early revocation or termination of a specific Approved Site or Permit Area by either CITY or PERMITTEE, no Annual Use Fee will be due to the CITY for that Approved Site or Permit Area.

31. REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY.

- 31.1. Improvements. Upon the expiration, revocation or termination of this Master Permit or upon the termination of a specific Site or Permit Area, PERMITTEE shall, at PERMITTEE's sole cost and expense, remove the Communications Equipment, its

improvements, trade fixtures, structures, installations, and/or additions as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or termination of this Master Permit. If any removal of such improvements, trade fixtures, structures, installations, and/or additions by PERMITTEE results in damage to any portion of the Permit Areas, 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.

31.2. Personal Property. Upon expiration of this Master Permit (without the Parties' execution of a new permit for the Permit Areas) or upon earlier revocation or termination of this Master Permit or any specific Site or Permit Area, PERMITTEE shall remove machines, appliances, equipment (other than trade fixtures), and other items of personal property installed by PERMITTEE as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or termination of this Master Permit. If any removal of such personal property by PERMITTEE results in damage to any portion of the Permit Areas, 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.

31.3. Intentionally omitted.

31.4. Performance Bond. PERMITTEE shall obtain and provide CITY on a yearly basis proof of security in the form of a performance bond in the amount of \$1,000.00 (One Thousand Dollars) per Site, in favor of CITY, to cover the cost to dismantle or remove PERMITTEE's improvements, trade fixtures, structures, installations, additions, and personal property, including machines, appliances, equipment ("Removal Performance Bond") constructed, installed or erected by PERMITTEE or PERMITTEE's sublicensees, contractors, or subcontractors within the Permit Areas. The Removal Performance Bond shall be for a term of one (1) year and shall be continuously renewed, extended or replaced so that it remains in place for the entire Term of this Master Permit or until PERMITTEE's secured removal obligations are performed to the satisfaction of CITY, whichever is sooner. In order to ensure continuous renewal of the Removal Performance Bond with no lapse, each bond shall be extended or replaced at least one month in advance of its expiration date. Removal costs may, at CITY's sole discretion, be reevaluated at the conclusion of the fifth (5th) year of the Term of this Master Permit to ensure sufficient funds for removal. PERMITTEE shall adjust the amount of the Removal Performance Bond at CITY's request. Failure to secure the Removal Performance Bond and all renewals and extensions thereof shall constitute breaches of the PERMITTEE under this Master Permit.

32. NOTICES.

Any notice required or permitted to be given under this Master 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:

Mobilitie, LLC
Attn: Legal Department
660Newport Center Drive, Suite 200
Newport Beach, CA 92660

With a copy to:
Mobilitie, LLC
Attn: Asset Management
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660

Maintenance contact phone # 877-244-7889

Agreement Contact phone # 877-999-7070

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

Contact phone #

If to CITY's Street Division:

City of San Diego
Street Division
Attn: Deputy Director
2781 Caminito Chollas
San Diego, CA 92105
Maintenance contact phone #

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

33. MISCELLANEOUS PROVISIONS.

- 33.1. Governing Law. This Master Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 33.2. Entire Understanding. This Master 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 Areas, advice from its own attorneys, and the warranties, representations, and covenants within the Master 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 Master Permit. The failure or refusal of any party to read this Master Permit or other documents, inspect the Permit Areas, 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.
- 33.3. No Affiliation. Nothing contained in this Master 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.
- 33.4. 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.
- 33.5. 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 Master Permit.
- 33.6. Unavoidable Delay. If the performance of any act required of CITY or PERMITTEE under this Master 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.
- 33.7. CITY's Consent or Approval. Whenever required under this Master Permit, CITY's consent or approval shall mean the written consent or approval of CITY's Mayor or his designee, unless otherwise expressly provided. CITY's discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 33.8. Permit Modifications. This Master Permit shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.
- 33.9. 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.

- 33.10. Survival. Any obligation under this Master Permit that requires a party's performance of that obligation after the expiration or earlier revocation or termination of this Master Permit shall survive such expiration, revocation, or termination.
- 33.11. Number and Gender. In this Master 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.
- 33.12. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by PERMITTEE pursuant to this Master Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 33.13. Authority to Execute and Deliver Permit. Each individual executing this Master Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Master 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 Master Permit is binding upon such person or entity in accordance with its terms. Each person executing this Master 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.
- 33.14. Exhibits Incorporated. All exhibits referenced in this Master Permit are incorporated into the Master Permit by this reference.

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

Date: 7/5/17

THE CITY OF SAN DIEGO, a California municipal corporation

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

Date: 5/16/17

PERMITTEE: MOBILITIE, LLC,
a Nevada limited liability company

By [Signature]
(Print Name) CHRISTOPHER CLARK
(Title) SVP, GENERAL COUNSEL

Environmental Analysis Section:

The project, _____ meets the criteria set forth in CEQA Section 15301 which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. The project, as detailed in the Project Description section of this notice, would result in a negligible expansion of use. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Date: July 5, 2017

By [Signature]

Name: Anna L. McPherson
Title: Senior Planner

APPROVED AS TO FORM:

Date: July 11, 2017

MARA W. ELLIOTT, City Attorney

By [Signature]

Melissa Ables, Deputy City Attorney

Exhibit A: Master Site List/Depiction of Permit Areas

MOBILITIE 1ST BATCH 5-15-17

#	Agreement				Replacement		Latitude	Longitude	Address	Zip Code	Address Notes	Engineering District	Forecast Date
	Candidate ID	Batch	Jurisdiction	Mount Type	Pole								
1	SD90XS415C	First Batch	San Diego city	Top mount	No	32.94863	-117.225722	12770 1/3 Carmel Creek Road	92130			Anas Kaziha	6/30/2017
2	SD90XS168A	First Batch	San Diego city	Top mount	No	32.753289	-117.161298	4177 1/3 Fourth Avenue	92103			Evan Habib	6/30/2017
3	SD90XS171H	First Batch	San Diego city	Top mount	No	32.756703	-117.162405	4329 1/3 Third Avenue	92103	Pole across street of address		Evan Habib	6/30/2017
4	SD90XS104D	First Batch	San Diego city	Side mount	No	32.71798	-117.142632	2398 1/3 B Street	92102			Graham Hufford	6/30/2017
5	SD90XS122C	First Batch	San Diego city	Top mount	No	32.728972	-117.14647	2399 1/3 Park Boulevard	92101	In median of Park Blvd		Graham Hufford	6/30/2017
6	SD90XS322C	First Batch	San Diego city	Side mount	No	32.871231	-117.239661	2948 1/3 La Jolla Village Drive	92037			Grant Bowers	6/30/2017
7	SD90XS329C	First Batch	San Diego city	Side mount	No	32.871856	-117.23267	3266 1/3 La Jolla Village Drive	92161			Grant Bowers	6/30/2017
8	SD90XS330A	First Batch	San Diego city	Top mount	No	32.871939	-117.23633	3158 1/3 La Jolla Village Drive	92161			Grant Bowers	6/30/2017
9	SD90XS382A	First Batch	San Diego city	Top mount	No	32.882435	-117.220923	9800 1/3 Campus Point Drive	92121	On Genesee Avenue and near intersection of Genesee and Campus Point Drive		Grant Bowers	6/30/2017
10	SD90XS402A	First Batch	San Diego city	Top mount	No	32.900034	-117.192103	10050 1/3 Pacific Mesa Boulevard	92121	At end of Pacific Mesa Blvd cul de sac		Grant Bowers	6/30/2017
11	SD90XS153A	First Batch	San Diego city	Side mount	No	32.81126	-117.260171	5348 1/3 La Jolla Mesa Drive	92109			Hiep Hoang	6/30/2017
12	SD90XS287G	First Batch	San Diego city	Side mount	No	32.846038	-117.268512	1411 1/3 Torrey Pines Road	92037			Hiep Hoang	6/30/2017
13	SD90XS265A	First Batch	San Diego city	Top mount	No	32.790975	-117.098362	10499 1/3 Friars Road	92120			Janice Jaro	6/30/2017
14	SD90XS275A	First Batch	San Diego city	Top mount	No	32.800998	-117.011774	8777 1/3 Lake Murray Boulevard	92119			Janice Jaro	6/30/2017
15	SD90XS082C	First Batch	San Diego city	Side mount	No	32.721027	-117.170883	1531 1/3 Pacific Highway	92101	On corner of Pacific Highway and W Beech Street		Jared Skinner	6/30/2017
16	SD90XS101A	First Batch	San Diego city	Side mount	No	32.722073	-117.157601	740 1/3 Cedar Street	92101			Jared Skinner	6/30/2017
17	SD90XS111A	First Batch	San Diego city	Side mount	No	32.72803	-117.171618	2310 1/3 Kettner Blvd	92101	At end of W Juniper St cul de sac		Jared Skinner	6/30/2017
18	SD90XS084B	First Batch	San Diego city	Side mount	No	32.717264	-117.17288	1150 1/3 N Harbor Drive	92101	Across the street from 1150 address with banner holder, in front of the parking lot entrance		Jared Skinner	6/30/2017
19	SD90XS097E	First Batch	San Diego city	Side mount	No	32.716877	-117.151415	1440 1/3 C Street	92101			John Qsar	6/30/2017
20	SD90XS178C	First Batch	San Diego city	Top mount	No	32.765541	-117.170397	305 1/3 Fashion Valley Road	92108	At entrance of Fashion Valley Transit Center		Serpil Yazar	6/30/2017
21	SD90XS416H	First Batch	San Diego city	Top mount	No	32.951636	-117.231849	3901 1/3 Townsgate Drive	92130	Across street from address, first street light from traffic signal on corner of Townsgate Drive and Kelsford Place		Anas Kaziha	7/20/2017
22	SD90XS417A	First Batch	San Diego city	Top mount	No	32.952804	-117.230787	3947 1/3 Townsgate Drive	92130	Across street from address		Anas Kaziha	7/20/2017
23	SD90XS863C	First Batch	San Diego city	Top mount	No	32.75096	-117.110535	4067 1/3 39th Street	92105			Evan Habib	7/20/2017
24	SD90XS842C	First Batch	San Diego city	Top mount	No	32.757229	-117.127068	3123 1/3 Meade Avenue	92116			Evan Habib	7/20/2017
25	SD90XS435A	First Batch	San Diego city	Top mount	No	32.988744	-117.077722	15004 1/3 Innovation Drive	92128	On Rancho Crmel Drive, adjacent to address		Gary Jones	7/20/2017
26	SD90XS859C	First Batch	San Diego city	Top mount	No	33.005663	-117.093053	16182 1/3 Camino Del Norte	92127			Gary Jones	7/20/2017
27	SD90XS864D	First Batch	San Diego city	Top mount	No	32.746058	-117.11116	3898 1/3 Landis Street	92105			Graham Hufford	7/20/2017
28	SD90XS872C	First Batch	San Diego city	Top mount	No	32.747485	-117.130901	2900 1/3 N Park Way	92104	On 29th Street corner intersecting N Park Way		Graham Hufford	7/20/2017
29	SD90XS866C	First Batch	San Diego city	Top mount	No	32.749762	-117.16717	365 1/3 W Washington Street	92103			Graham Hufford	7/20/2017
30	SD90XS822A	First Batch	San Diego city	Top mount	No	32.890197	-117.209767	10240 1/3 Sorrento Valley Road	92121			Grant Bowers	7/20/2017
31	SD90XS098H	First Batch	San Diego city	Side mount	No	32.719325	-117.14948	1397 1/3 16th Street	92101			John Qsar	7/20/2017

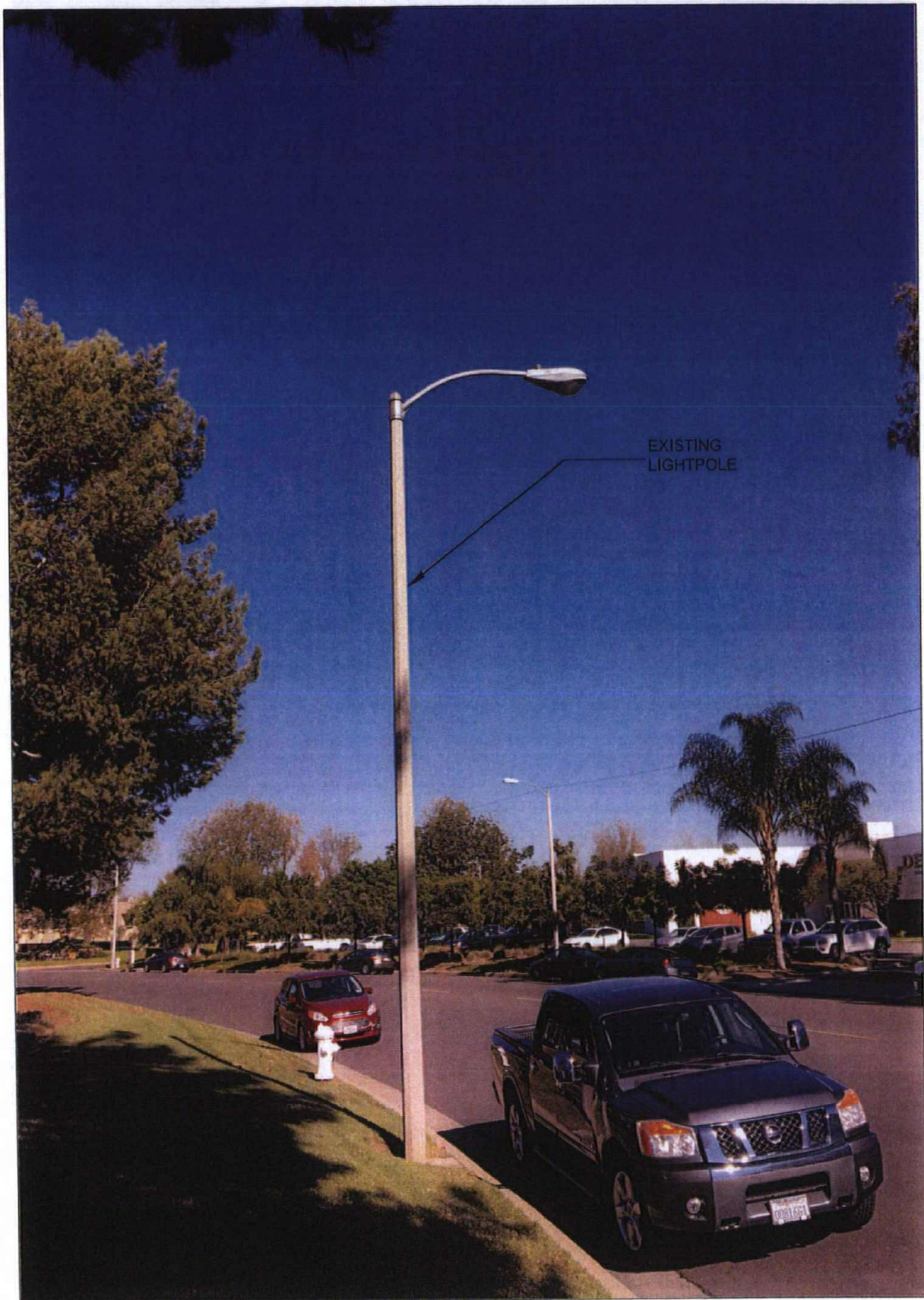
MOBILITIE 1ST BATCH 5-15-17

32	SD90XSB09D	First Batch	San Diego city	Side mount	No	32.710567	-117.156405	509 1/3 Ninth Avenue	92101		John Qsar	7/21/2017
33	SD90XSB66C	First Batch	San Diego city	Side mount	No	32.709311	-117.159065	613 1/3 J Street	92101		John Qsar	7/21/2017
34	SD90XSD37A	First Batch	San Diego city	Side mount	No	32.701133	-117.145886	1857 1/3 National Avenue	92113		John Qsar	7/21/2017
										On 11th Avenue corner intersecting with Island Avenue		
35	SD90XSE21D	First Batch	San Diego city	Side mount	No	32.710588	-117.154579	1172 1/3 Island Avenue	92101		John Qsar	7/21/2017
36	SD90XSF03C	First Batch	San Diego city	Side mount	No	32.691047	-117.134545	2777 1/3 Harbor Drive	92113		John Qsar	7/21/2017
										On corner of 14th Street and Market Street		
37	SD90XSE20A	First Batch	San Diego city	Top mount	No	32.711687	-117.151845	655 1/3 14th Street	92101		John Qsar	7/21/2017
38	SD90XS857H	First Batch	San Diego city	Top mount	No	32.917027	-117.119253	9779 1/3 Mira Mesa Boulevard	92126		Ken Wright	7/21/2017
39	SD90XSB51C	First Batch	San Diego city	Top mount	No	32.809831	-117.150037	8116 1/3 Aero Drive	92123		Kent Cuevas	7/21/2017
40	SD90XSB78C	First Batch	San Diego city	Top mount	No	32.826279	-117.132616	9199 1/3 Spectrum Center Boulevard	92123		Kent Cuevas	7/21/2017
41	SD90XSB79C	First Batch	San Diego city	Top mount	No	32.825674	-117.135091	4755 1/3 Paramount Drive	92123		Kent Cuevas	7/21/2017
42	SD90XSB80C	First Batch	San Diego city	Top mount	No	32.82894	-117.136324	8857 1/3 Lightwave Avenue	92123		Kent Cuevas	7/31/2017
43	SD90XSD03C	First Batch	San Diego city	Top mount	No	32.822674	-117.155313	7766 1/3 Convoy Court	92111	Next to yellow fire hydrant	Kent Cuevas	7/31/2017
										Street light at end of parking lot, second closest to address		
44	SD90XSD23A	First Batch	San Diego city	Top mount	No	32.779357	-117.127514	2123 1/3 Fenton Parkway	92108		Kent Cuevas	7/31/2017
										Facing Orange Avenue, on corner of Orange and 46th		
45	SD90XS205A	First Batch	San Diego city	Side mount	No	32.753062	-117.095407	4179 1/3 46th Street	92105		Luis Ortega	7/31/2017
										Corner of Orange Avenue and Highland Avenue		
46	SD90XS207B	First Batch	San Diego city	Side mount	No	32.753099	-117.09861	4463 1/3 Orange Avenue	92115		Luis Ortega	7/31/2017
47	SD90XS210A	First Batch	San Diego city	Top mount	No	32.753195	-117.089234	4898 1/3 Orange Avenue	92115		Luis Ortega	7/31/2017
48	SD90XS213A	First Batch	San Diego city	Top mount	No	32.755003	-117.099172	4427 1/3 El Cajon Blvd	92115		Luis Ortega	7/31/2017
49	SD90XS225A	First Batch	San Diego city	Top mount	No	32.755452	-117.079554	4311 1/3 54th Street	92115		Luis Ortega	7/31/2017
50	SD90XS230C	First Batch	San Diego city	Top mount	No	32.758637	-117.074423	5606 1/3 El Cajon Blvd	92115		Luis Ortega	7/31/2017
51	SD90XS244E	First Batch	San Diego city	Top mount	No	32.773226	-117.069394	5194 1/3 College Avenue	92115		Luis Ortega	7/31/2017
52	SD90XS247A	First Batch	San Diego city	Top mount	No	32.77063	-117.0679	6123 1/3 Montezuma Road	92115		Luis Ortega	7/31/2017
53	SD90XS250B	First Batch	San Diego city	Top mount	No	32.766846	-117.057591	6559 1/3 El Cajon Blvd	92115		Luis Ortega	7/31/2017
54	SD90XS252B	First Batch	San Diego city	Top mount	No	32.769666	-117.060586	6461 1/3 Montezuma Road	92115		Luis Ortega	7/31/2017
55	SD90XS261A	First Batch	San Diego city	Top mount	No	32.777383	-117.05803	6599 1/3 Alvarado Road	92120		Luis Ortega	7/31/2017
										At end of the Central Avenue cul de sac		
56	SD90XSB44C	First Batch	San Diego city	Top mount	No	32.754545	-117.108047	4253 1/3 Central Avenue	92105		Luis Ortega	7/31/2017
										Street light closest to start of In N Out drive thru		
57	SD90XS831D	First Batch	San Diego city	Side mount	No	32.751761	-117.205397	3102 1/3 Sports Arena Blvd	92110		Nick Manansala	7/31/2017
										On Midway intersection with Gaines Street		
58	SD90XSB57D	First Batch	San Diego city	Side mount	No	32.749999	-117.207064	3099 1/3 Midway Drive	92110		Nick Manansala	7/31/2017
59	SD90XS157A	First Batch	San Diego city	Side mount	No	32.75051	-117.235469	973 1/3 Nimitz Blvd	92107		Nick Manansala	7/31/2017
60	SD90XS395G	First Batch	San Diego city	Side mount	No	32.890692	-117.237047	10963 1/3 Genesee Avenue	92121		Pedro Mel Rodrigue	7/31/2017
61	SD90XS316A	First Batch	San Diego city	Top mount	No	32.866632	-117.219545	8799 1/3 Regents Road	92122		Grant Bowers	8/14/2017
62	SD90XSD64C	First Batch	San Diego city	Top mount	No	32.785483	-117.129549	2627 1/3 Northside Drive	92108		Kent Cuevas	8/14/2017
63	SD90XSE88C	First Batch	San Diego city	Top mount	No	32.746763	-117.101039	3798 1/3 Fairmount Avenue	92105		Luis Ortega	8/14/2017
64	SD90XSD44C	First Batch	San Diego city	Top mount	No	32.700235	-117.129442	599 1/3 S 30th Street	92105		Miguel Huerta	8/14/2017
65	SD90XSF41C	First Batch	San Diego city	Side mount	No	32.748729	-117.213775	3425 1/3 Kenyon Street	92110		Nick Manansala	8/14/2017
66	SD90XSD70D	First Batch	San Diego city	Side mount	No	32.748671	-117.204693	2899 1/3 Midway Drive	92110	Street light behind Carl's Jr	Nick Manansala	8/14/2017
67	SD90XS396A	First Batch	San Diego city	Side mount	No	32.890519	-117.232329	10302 1/3 Science Center Drive	92121		Pedro Mel Rodrigue	8/14/2017
68	SD90XS397B	First Batch	San Diego city	Side mount	No	32.888348	-117.231444	10719 1/3 Genesee Avenue	92121		Pedro Mel Rodrigue	8/14/2017
69	SD90XS326B	First Batch	San Diego city	Side mount	No	32.868202	-117.230825	3350 1/3 Nobel Drive	92037		Sergio Iniguez	8/14/2017
										On Palmilla Drive on intersection with Porte De Palmas		
70	SD90XS304A	First Batch	San Diego city	Top mount	No	32.860783	-117.225242	7643 1/3 Palmilla Drive	92122		Sergio Iniguez	8/14/2017

MOBILITIE 1ST BATCH 5-15-17

71	SD90XS338A	First Batch	San Diego city	Top mount	No	32.868263	-117.216839	8749 1/3 Costa Verde Boulevard	92122		Sergio Iniguez	8/14/2017
72	SD90XSB97C	First Batch	San Diego city	Top mount	No	32.866337	-117.21518	4149 1/3 Nobel Drive	92122		Sergio Iniguez	8/14/2017
73	SD90XS334A	First Batch	San Diego city	Top mount	No	32.869945	-117.224978	8879 1/3 University Center Lane	92122		Sergio Iniguez	8/14/2017
74	SD90XS352A	First Batch	San Diego city	Top mount	No	32.872707	-117.204541	9115 1/3 Judicial Drive	92122		Sergio Iniguez	8/14/2017
75	SD90XS138B	First Batch	San Diego city	Side mount	No	32.78147	-117.252622	734 1/3 Ormond Court	92109		Si Phan	8/14/2017
76	SD90XS151A	First Batch	San Diego city	Side mount	No	32.808752	-117.258389	841 1/3 Turquoise Street	92109		Si Phan	8/14/2017
77	SD90XS129F	First Batch	San Diego city	Top mount	No	32.677336	-117.040282	2780 1/3 South Woodman Street	92139		Teresa Dowell	8/14/2017
78	SD90XSB74B	First Batch	San Diego city	Top mount	No	32.711995	-117.041395	7327 1/3 Lisbon Street	92114		Teresa Dowell	8/14/2017
79	SD90XS130A	First Batch	San Diego city	Top mount	No	32.675675	-117.042456	2812 1/3 Alta View Drive	92139		Teresa Dowell	8/14/2017
80	SD90XS292D	First Batch	San Diego city	Top mount	No	32.834306	-117.180807	5109 1/3 Clairemont Mesa Boulevard	92117		Teri Kipnis	8/14/2017
81	SD90XS007D	First Batch	San Diego city	Side mount	No	32.545303	-117.044284	4061 1/3 Camino De La Plaza	92173	Street light across the street from baseball field	Victor Razon	8/14/2017
82	SD90XS008D	First Batch	San Diego city	Side mount	No	32.544974	-117.037887	4449 1/3 Camino De La Plaza	92173	Street light with 25 Speed Limit sign and "San Ysidro" city banner	Victor Razon	8/14/2017

Exhibit B: Site Plans



EXISTING VIEW

VIEW: 1 / 1

Photo Simulation By:

mobilitie

877 296 1009
www.mobilitie.com

Photo Simulation

This photographic simulation is intended as a visual representation only and is not to be used for construction purposes. Accuracy of photo simulation is based on information provided by project applicant.

MOBILITIE, LLC.

POLE TYPE: EXISTING LIGHT POLE
SAN DIEGO, CA



PROPOSED
EQUIPMENT ON
EXISTING LIGHTPOLE

PROPOSED VIEW

VIEW: 1 / 1

Photo Simulation By:

mobilitie

677 296 1009
www.mobilitie.com

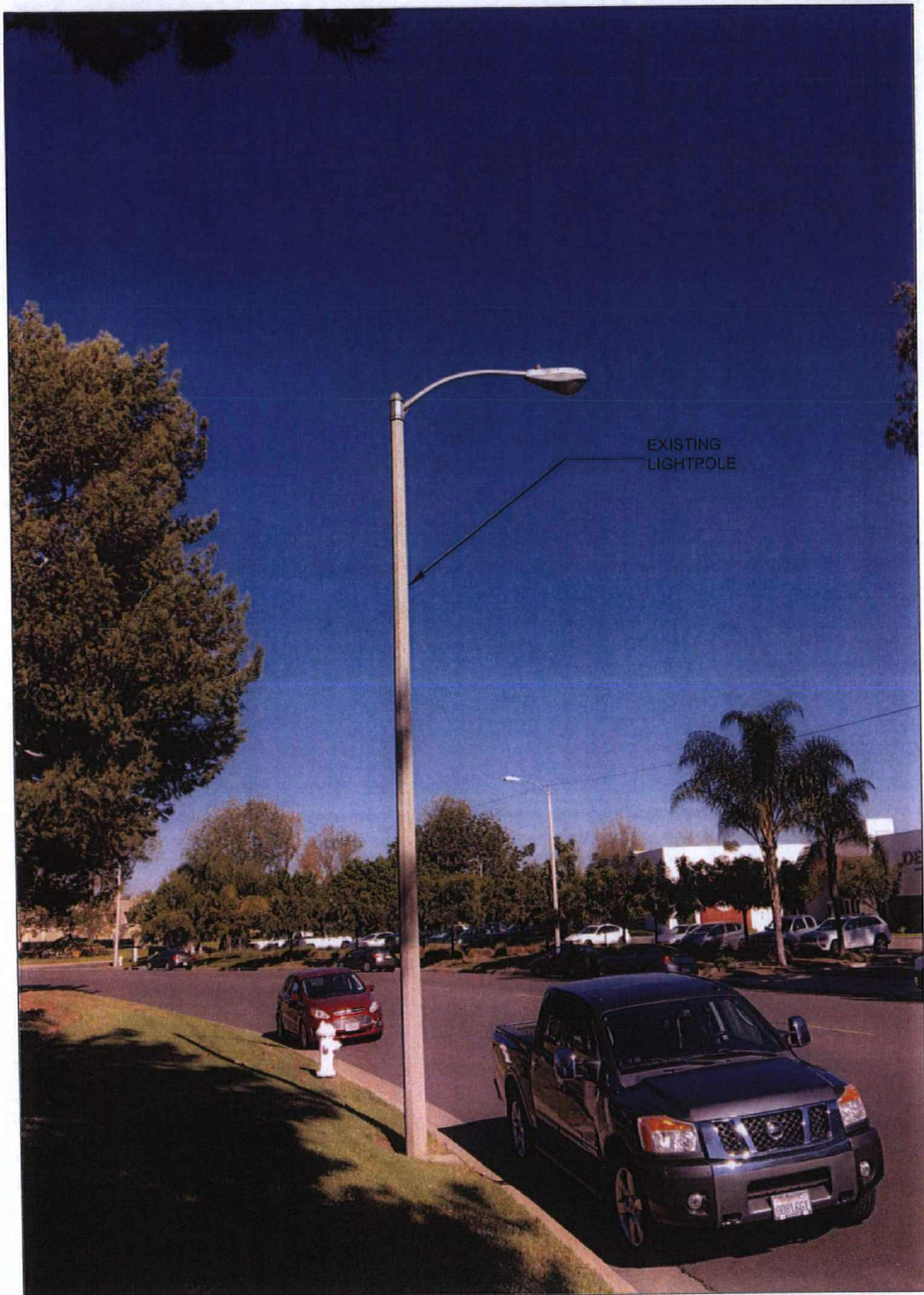
Photo Simulation

This photographic simulation is intended as a visual representation only and is not to be used for construction purposes. Accuracy of photo simulation is based on information provided by project applicant.

MOBILITIE, LLC.

POLE TYPE: EXISTING LIGHT POLE

SAN DIEGO, CA



EXISTING VIEW

VIEW: 1 / 1

Photo Simulation By:

mobilitie

877 296 1009
www.mobilitie.com

Photo Simulation

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MOBILITIE, LLC.

POLE TYPE: EXISTING LIGHT POLE
SAN DIEGO, CA



PROPOSED
EQUIPMENT ON
EXISTING
LIGHTPOLE

PROPOSED VIEW

VIEW: 1 / 1

Photo Simulation By:

mobilitie

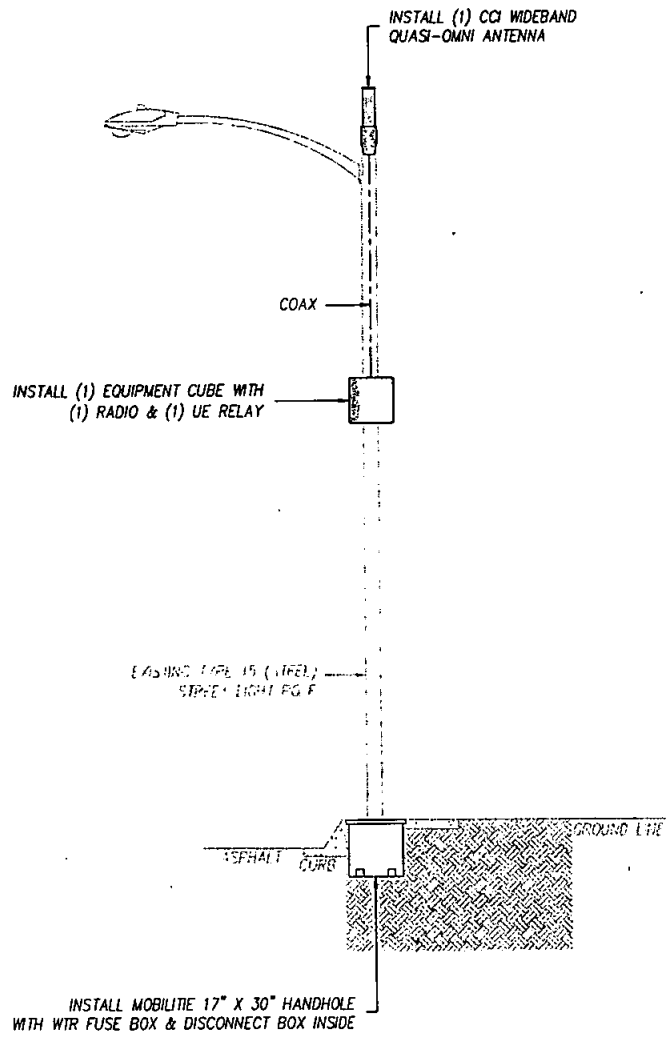
877 296 1009
www.mobilitie.com

Photo Simulation

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MOBILITIE, LLC.

POLE TYPE: EXISTING LIGHT POLE
SAN DIEGO, CA



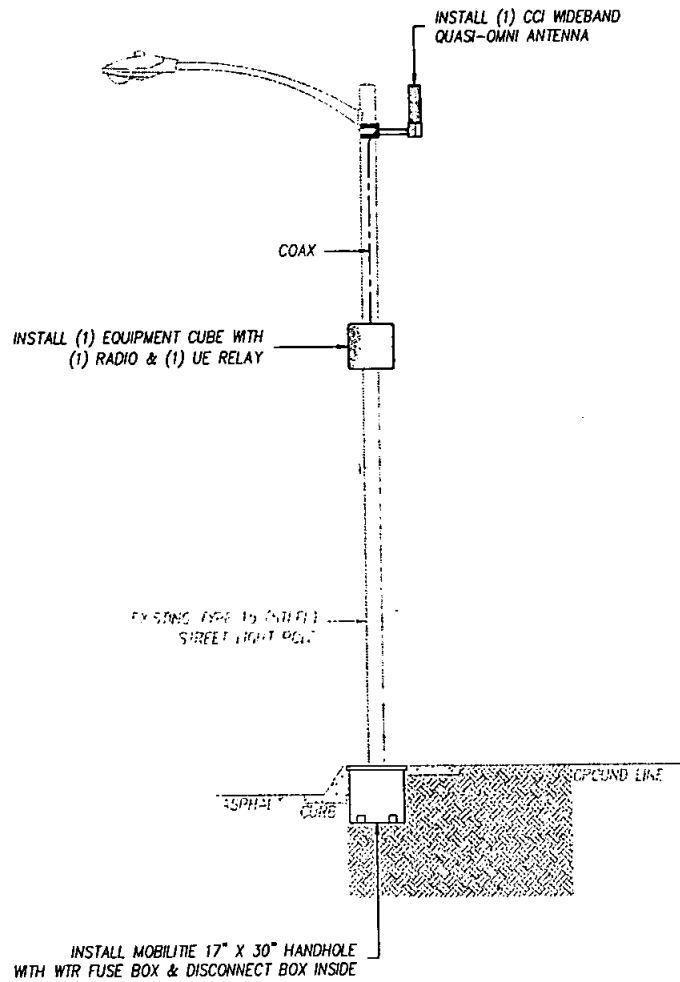


Exhibit C: Sample Site Addendum

Exhibit D: Interference Protection Requirements

1. **Interference.** Anytime during the term of this Master 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 Areas 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, and Senior Communications Engineer.
2. **Pre-installation Notification.** PERMITTEE shall notify all licensees and/or users operating within the Permit Areas 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 Areas 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 Areas, giving a technical data summary of the proposed new and/or modified equipment and/or installation to be installed within the Permit Areas, 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 Areas 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 Areas, as well as a new Report.
5. **Resulting Interference.** Should an interference problem occur within the Permit Areas (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 E: 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 (949) 515-1500**.

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

If CITY's telecommunications and/or lighting systems require emergency repair or maintenance by CITY, CITY shall employ use of PERMITTEE's emergency shut off switch, per Section 19.2, 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 Master Permit.



THE CITY OF SAN DIEGO

DATE OF NOTICE: June 12, 2017

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 21000022

PROJECT NO: N/A

PROJECT NAME: Mobilite Master Use and Occupancy Permit (MUOP) for Installation of a Small Cell Network

COMMUNITY PLAN AREA: Barrio Logan, Balboa Park, Uptown, Golden Hill, University, Mira Mesa, Rancho Peñasquitos, Navajo, Skyline-Paradise Hills, La Jolla, College, Downtown, Mission Valley, North Park, Carmel Mountain Ranch, Kearny Mesa, Clairemont Mesa, Pacific Beach, Mission Beach, Mid-City/City Heights, Mid-City/Eastern Area, Peninsula, Midway, Southeastern San Diego, Serra Mesa, Torrey Pines, San Ysidro

COUNCIL DISTRICT: All

LOCATION: See Attachment

PROJECT DESCRIPTION: The project includes a Master Use and Occupancy Permit (MUOP) to allow for the installation of a Small Cell Network to be located in various locations throughout the City of San Diego. The network would consist of 82 small cell sites and rely upon a microwave backhaul system (called UE Relays). The sites would be installed on City of San Diego owned street lights (a complete list of addresses is attached to this NORA). The small cell network would be built within the public right of way. Each of the small cell sites would consist of a vault, located on the sidewalk, next to the existing street light, a single UE Relay (microwave backhaul), and an antenna with associated radio and equipment within a cabinet that would be placed on the existing streetlight at each site.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Staff

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review that determined the project would not have the potential

for causing a significant effect on the environment. The project, as described in the Project Description section of this notice, meets the criteria set forth in CEQA Section 15301 which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. The project, as detailed in the Project Description section of this notice, would result in a negligible expansion of use. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

CITY PROJECT MANAGER: Enza Charles
MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101
PHONE NUMBER/E-MAIL: (619) 236-6052/ECharles@sandiego.gov

On June 12, 2017 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (by June 26, 2017). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

Attachment – Mobilitie MUOP Small Cell Site Installation Locations (All Locations are within the boundary of the City of San Diego)

12770 1/3 Carmel Creek Road	92130
4177 1/3 Fourth Avenue	92103
4329 1/3 Third Avenue	92103
2398 1/3 B Street	92102
2399 1/3 Park Boulevard	92101
2948 1/3 La Jolla Village Drive	92037
3266 1/3 La Jolla Village Drive	92161
3158 1/3 La Jolla Village Drive	92161
9800 1/3 Campus Point Drive	92121
10050 1/3 Pacific Mesa Boulevard	92121
5348 1/3 La Jolla Mesa Drive	92109
1411 1/3 Torrey Pines Road	92037
10499 1/3 Friars Road	92120
8777 1/3 Lake Murray Boulevard	92119
1531 1/3 Pacific Highway	92101
740 1/3 Cedar Street	92101
2310 1/3 Kettner Blvd	92101
1150 1/3 North Harbor Drive	92101
305 1/3 Fashion Valley Road	92108
3901 1/3 Townsgate Drive	92130
3947 1/3 Townsgate Drive	92130
4067 1/3 39th Street	92105
3123 1/3 Meade Avenue	92116
15004 1/3 Innovation Drive	92128

16182 1/3 Camino Del Norte	92127
3898 1/3 Landis Street	92105
2900 1/3 North Park Way	92104
365 1/3 West Washington Street	92103
10240 1/3 Sorrento Valley Road	92121
509 1/3 Ninth Avenue	92101
613 1/3 J Street	92101
1857 1/3 National Avenue	92113
1172 1/3 Island Avenue	92101
2777 1/3 Harbor Drive	92113
655 1/3 14th Street	92101
9779 1/3 Mira Mesa Boulevard	92126
8116 1/3 Aero Drive	92123
9199 1/3 Spectrum Center Boulevard	92123
4755 1/3 Paramount Drive	92123
8857 1/3 Lightwave Avenue	92123
7766 1/3 Convoy Court	92111
2123 1/3 Fenton Parkway	92108
4179 1/3 46th Street	92105
4463 1/3 Orange Avenue	92115
4898 1/3 Orange Avenue	92115
4427 1/3 El Cajon Blvd	92115
4311 1/3 54th Street	92115
5606 1/3 El Cajon Blvd	92115
5194 1/3 College Avenue	92115
6123 1/3 Montezuma Road	92115
6559 1/3 El Cajon Blvd	92115
6461 1/3 Montezuma Road	92115

6599 1/3 Alvarado Road	92120
4253 1/3 Central Avenue	92105
3102 1/3 Sports Arena Blvd	92110
3099 1/3 Midway Drive	92110
973 1/3 Nimitz Blvd	92107
10963 1/3 Genesee Avenue	92121
8799 1/3 Regents Road	92122
2627 1/3 Northside Drive	92108
3798 1/3 Fairmount Avenue	2105
599 1/3 South 30th Street	92105
3425 1/3 Kenyon Street	92110
2899 1/3 Midway Drive	92110
10302 1/3 Science Center Drive	92121
10719 1/3 Genesee Avenue	92121
3350 1/3 Nobel Drive	2037
7643 1/3 Palmilla Drive	92122
8749 1/3 Costa Verde Boulevard	92122
4149 1/3 Nobel Drive	92122
8879 1/3 University Center Lane	92122
9115 1/3 Judicial Drive	92122
734 1/3 Ormond Court	92109
841 1/3 Turquoise Street	92109
2780 1/3 South Woodman Street	92139
7327 1/3 Lisbon Street	92114
2812 1/3 Alta View Drive	92139
5109 1/3 Clairemont Mesa Boulevard	92117
4061 1/3 Camino De La Plaza	92173
4449 1/3 Camino De La Plaza	92173

POSTED IN THE OFFICE OF DSD	
Posted	<u>JUN 12 2017</u> <i>ml</i>
Removed	<u>JUN 28 2017</u>
Posted by	<u><i>Myra</i></u>