

CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

This CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into between The City of San Diego, a California municipal corporation ("CITY"), and CAMGIAN MICROSYSTEMS, a California corporation ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective on 4/4/2018 ("Effective Date"), provided this Permit is signed by the Parties and approved by the San Diego City Attorney.

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

1. DEFINITIONS

As used in this Permit, the following terms shall be defined as follows:

- 1.1 **"CITY Contact"** – the CITY's designee for purposes of this Permit. The CITY Contact is currently **Linda Marabian, Deputy Director** who can be contacted at (619) 533-3082.
- 1.2 **"Temporary Communications Facility"** – two (2) radar units and two (2) enclosure boxes with associated equipment that will be installed in the Permit Area all as more particularly depicted/described in Exhibit B.
- 1.3 **"Permit Area"** – that portion of two CITY-owned streetlights that are more particularly identified and described in Exhibit A, on which PERMITTEE's Temporary Communications Facilities will be installed, operated and maintained in accordance with this Permit, as more particularly depicted on Exhibit B.
- 1.4 **"Permit Use"** – the non-exclusive use of the Permit Area for the purposes of operating cameras to obtain non-identifiable traffic flow data. The camera and software does not send any images and cannot collect any personally identifiable information (PII) such as license plate or tag numbers or biometric characteristics of drivers.
- 1.5 **"PERMITTEE'S Operations"** – PERMITTEE'S development, occupancy, use, maintenance, and/or restoration of the Permit Area.

2. RIGHT TO ENTER

Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, and contractors to enter upon the Permit Area.

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

3. USE OF PERMIT AREA

PERMITTEE may use the Permit Area on a non-exclusive basis for the sole purpose of the Permit Use, and for no other purpose whatsoever without CITY'S prior written consent in each instance.

3.1 Time of Use. PERMITTEE may operate the Temporary Communications Facility within the Permit Area twenty-four (24) hours a day, seven (7) days a week.

3.2 No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in the surrounding area, or collects any PII of any driver or passenger of any vehicle.

4. TERM

The Term of this Permit ("Term") shall be for two years, commencing on April 4, 2008 the (Effective Date) and terminating on April 3, 2010 ("Termination Date").

4.1. Holdover. Any holding over by PERMITTEE after expiration or termination shall not be considered as a renewal or extension of this Permit. The occupancy of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective. City shall have the right to increase the rental rate to 150% of the monthly rental fee in effect immediately preceding the expiration or earlier termination of the Permit.

5. RENT

PERMITTEE shall pay to CITY rent in the amount of Two Thousand Dollars (\$2,000) per month. Calculation of all prorated rents under this section shall be based on a 30-day month. The rent shall increase on the first day of the second Permit Year in an amount equal to three and one-half percent (3.5%) to \$2,070.00 per month for the second Permit Year.

5.1 Time and Place of Payment. Rent is due monthly, in advance, on or before the first day of each month during the Term. Monthly rent checks shall be made payable to "City Treasurer" and delivered to the Office of the City Treasurer,

located at the Civic Center Plaza Building, 1200 Third Avenue, First Floor, San Diego, CA 92101, or mailed with an invoice to:

THE CITY OF SAN DIEGO
Office of the City Treasurer
P.O. Box 129030
San Diego, CA 92112-9030

- 5.2 Delinquent Rent. If PERMITTEE fails to pay monthly rent when due, PERMITTEE shall pay, in addition to the unpaid monthly rent, five percent (5%) of the delinquent monthly rent. If the monthly rent is still unpaid fifteen (15) calendar days after the first day of the month, PERMITTEE shall pay an additional five percent (5%), for a total of ten percent (10%) of the delinquent monthly rent, 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 monthly rent be less than Twenty Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of 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. INSURANCE

Prior to the Effective Date, PERMITTEE shall not begin any work under Permit until it have: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the PERMITTEE shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Permit, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Permit may be treated as a material breach of contract by the City. The PERMITTEE shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Permit.

- 6.1. Types of Insurance. At all times during the Term of this Agreement, the PERMITTEE shall maintain insurance coverage as follows:

- 6.1.1. 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.

- 6.1.2. Commercial Automobile Liability. For all of the PERMITTEE's automobiles including owned, hired and non-owned automobiles, the 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. Insurance certificate shall reflect coverage for any automobile (any auto).
- 6.1.3. Causes of Loss - Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE's insurable property related to the Allowed Uses of the Permit Area under this Permit or the Premises in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.
- 6.1.4. Workers' Compensation. For all of the PERMITTEE's employees who are subject to this Permit and to the extent required by the applicable state or federal law, the 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 the PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.
- 6.2. Deductibles. All deductibles on any policy shall be the responsibility of the PERMITTEE and shall be disclosed to the City at the time the evidence of insurance is provided.
- 6.3. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit or in the Special General Conditions 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 the City. The 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.

- 6.4. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving 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 Permit Use.
- 6.5. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. 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.
- 6.6. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Permit:
- 6.7 Commercial General Liability Insurance Endorsements:

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 Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

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 as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of PERMITTEE Contractor's insurance and shall not contribute to it.

- 6.8 Worker's Compensation Insurance Endorsements:

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers,

employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the CITY.

6.9 PERMITTEE'S RISK

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

7. ACCEPTANCE OF PERMIT AREA

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

8. IMPROVEMENTS AND ALTERATIONS

PERMITTEE shall not construct any improvements, structures, or installations within the Permit Area, and shall not alter the Permit Area or the Communications Equipment within the Permit Area without the express written consent of CITY, which consent shall be in City's sole discretion. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

9. COMPLIANCE WITH LAWS AND POLICIES

9.1 General. PERMITTEE shall, at its sole cost and expense, comply with the requirements of all rules, regulations, ordinances, laws, and directives of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S Operations.

- 9.2 No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

10. TELECOMMUNICATIONS PROVISIONS

- 10.1 Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Temporary Communications Facility within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Temporary Communications Facility, 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 areas discovered by PERMITTEE to exceed such federally mandated limits. PERMITTEE shall not hold CITY responsible for its radiation levels found to exceed such limits. PERMITTEE shall indemnify, defend and hold the CITY harmless for any liabilities, fines, or other penalties claimed or imposed against the CITY that result from the existence of levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by PERMITTEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities, fines, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA.
- 10.2 Radio Frequency Interference. PERMITTEE shall comply with all requirements set forth in Exhibit C, which may be updated from time to time in CITY'S sole discretion. PERMITTEE warrants that PERMITTEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses at the Station.
- 10.3 Other Facilities. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) at the Station without CITY'S prior consent.
- 10.4 Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not interfere with CITY operations or public use of CITY-owned property.

11. WATER QUALITY – BEST MANAGEMENT PRACTICES

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

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

12. WASTE, DAMAGE, OR DESTRUCTION

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

13. HAZARDOUS SUBSTANCES

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 Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area 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.

- 13.1 Release. For all purposes of this 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.
- 13.2 Hazardous Substance. For all purposes of this Permit, “Hazardous Substance” shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 13.3 Remediation. If PERMITTEE’s occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY’s satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 13.4 Removal. If PERMITTEE or PERMITTEE’s agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE’s agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area 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 Area. 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.
- 13.5 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 Area, 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.

- 13.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, 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 Area.
- 13.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, 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 the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, 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 Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.

14. SIGNS

PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising in the Permit Area without CITY'S prior written consent. If any such unauthorized item is found within the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE's cost and expense.

14.1 Company Logos. PERMITTEE shall not display any company logo or advertising of any kind on the Temporary Communications Facility.

15. MAINTENANCE OF THE PERMIT AREA

PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair, and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the use of the Permit Area. At no time during the Term shall CITY be required to make any improvements or repairs to the Permit Area. PERMITTEE shall, at all times, keep the Permit Area free and clear of rubbish, debris, and litter.

15.1 Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit D, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

16. REPAIR

PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused by PERMITTEE or by PERMITTEE's work on the Permit Area, including items or property that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

17. ENTRY AND INSPECTION

CITY may, at all times, enter and inspect the Permit Area.

18. UTILITIES

PERMITTEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with its use of the Permit Area.

19. TAXES

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

CITY.

20. SUPERIOR INTERESTS

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

21. ENCUMBRANCES

PERMITTEE shall keep the Permit Area, and any CITY-owned property of which the Permit Area is a part, free from all encumbrances and liens of any nature which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost, or expense, including, without limitation, all attorney fees and costs, relating to or charged against the Permit Area, including, without limitation, PERMITTEE's failure, or the failure of any contractor or subcontractor hired by PERMITTEE, to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

22. ASSIGNMENT AND SUBLICENSE.

PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent, which may be withheld or delayed in CITY's sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.

23. INDEMNIFICATION

PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents 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, invitees, guests, agents, or contractors, which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations, and all expenses of investigating and defending against same, including, without limitation, attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY and its elected officials, officers, employees, representatives, and

agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including, without limitation, reasonable attorney fees and costs.

24. OTHER GOVERNMENTAL ACTIONS

By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE's Operations. Discretionary action includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

25. CITY'S RESERVATION OF RIGHTS

- 25.1 Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water within the Permit Area.
- 25.2 Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Permit Area for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 25.3 Entry. CITY may enter the Permit Area to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with PERMITTEE's use of the Permit Area.

26. REVOCATION AND TERMINATION

- 26.1 Revocation or Termination by CITY. This Permit may be revoked or terminated at any time, at will, by CITY, in CITY's sole discretion. Upon CITY's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this Permit.
- 26.2 Revocation or Termination by PERMITTEE. This Permit may be revoked or terminated at any time by PERMITTEE. Upon PERMITTEE's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, but in no event later

than three (3) calendar days after the expiration or earlier termination of this Permit, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. Revocation or termination of this Permit by PERMITTEE shall not release PERMITTEE from any obligation or liability incurred/accrued, excepting monthly rent payments for time periods after which PERMITTEE has removed itself from, and restored, the Permit Area.

26.3 Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

26.4 Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent 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.

27. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

27.1 Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment, and other items of personal property upon the expiration of this Permit, or as soon as practicable after termination, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at PERMITTEE's sole cost and expense. If PERMITTEE fails to remove any such items more than three (3) calendar days after the expiration or earlier termination of this Permit, CITY may, at its option, remove such items at PERMITTEE's sole cost and expense.

27.2 Late Removal. PERMITTEE shall pay rent to CITY, calculated on a per diem basis, at a rate three (3) times the rental rate in effect immediately prior to the expiration or earlier termination of this Permit for any period of time needed to remove any improvements or personal property from the Permit Area, whether by CITY or PERMITTEE, after the expiration or earlier termination of this

Permit.

28. NOTICES

Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE'S Address for Notices, and to CITY as follows:

If to PERMITTEE:

CAMGIAN MICROSYSTEMS
Attention: Dr. Gary Butler
100 Research Blvd., #313
Starkville, MS 39759

If to CITY:

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

29. MISCELLANEOUS PROVISIONS

- 29.1 Governing Law. This Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 29.2 Entire Understanding. This Permit constitutes the entire understanding between the Parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's Operations.
- 29.3 No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
- 29.4 Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
- 29.5 CITY'S Consent or Approval. Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the San Diego

City Mayor, or his designee, unless otherwise expressly provided, without need for further resolution by the City Council. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

- 29.6 Permit Modifications. Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.
- 29.7 Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier termination of this Permit shall survive such expiration or termination.
- 29.8 Legal Proceedings. If, as a result of an action brought by or against PERMITTEE in connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.
- 29.9 Number and Gender. In this Permit, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 29.10 California Public Records Act. CITY shall determine in its sole discretion, whether information provided to CITY by PERMITTEE pursuant to this 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.
- 29.11 Authority to Execute and Deliver Permit. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and 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.

(Remainder of page left blank)

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

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

Date: 4/3/18

THE CITY OF SAN DIEGO, a California
municipal corporation

By [Signature]
Cybele Thompson
Director, Real Estate Assets

Date: 3/22/18

PERMITTEE: CAMGIAN MICROSYSTEMS, a
California corporation

By [Signature]
John Reece
Chief Financial and Operating Officer

ENVIRONMENTAL ANALYSIS SECTION:

The proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15301. No environmental impacts were identified for the proposed project. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Date: 03.29.2018

By [Signature]
Anna L. McPherson
Senior Planner

APPROVED AS TO FORM:

Date: 4/4/18

MARA W. ELLIOTT, City Attorney

By [Signature]
Melissa Ables, Deputy City Attorney

Exhibit A:
Description of Permit Area

Location: Light Pole #477 Perez Cove Way, San Diego, CA

83) LATITUDE: 32' 45' 42.71" N (NAD 83) LONGITUDE: 117' 13' 34.19" W (NAD

Light Pole #2600 Perez Cove Way, San Diego, CA

83) LATITUDE: 32' 46' 2.22" N (NAD 83) LONGITUDE: 117' 13' 59.94" W (NAD



LIGHT POLE NUMBER: 2600 PEREZ COVE WAY SAN DIEGO, CA

INSTALLATION OF RADAR AND RELATED EQUIPMENT

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES:

- 2016 CALIFORNIA ADMINISTRATIVE CODE
- 2016 CALIFORNIA ENERGY CODE (CEC)
- 2016 CALIFORNIA BUILDING CODE (CBC)
- 2016 CALIFORNIA ELECTRIC CODE (CEC)
- 2016 CALIFORNIA MECHANICAL CODE (CMC)
- 2016 CALIFORNIA PLUMBING CODE (CPC)
- 2016 CALIFORNIA FIRE CODE
- ANSI/EIA-TIA-222-G
- APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

THIS FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION: DISABLED ACCESS & REQS. ARE NOT REQUIRED.

PROJECT INFORMATION

SITE NAME: LIGHT POLE NUMBER: 2600
SITE NUMBER: VERIZON SITE NUMBER
SITE ADDRESS: PEREZ COVE WAY
SAN DIEGO, CA
COORDINATES: LATITUDE: 32° 46' 2.22" N (NAD 83)
LONGITUDE: 117° 13' 59.94" W (NAD 83)
GROUND ELEVATION: 9'± A.M.S.L. (NAVD88)
STRUCTURE OWNER: CITY OF SAN DIEGO
JURISDICTION: CITY OF SAN DIEGO

VICINITY MAP



SCOPE OF WORK

THIS IS AN UNMANNED TELECOMMUNICATIONS FACILITY FOR CAMGIAN MICROSYSTEMS CONSISTING OF THE INSTALLATION AND OPERATION OF RADAR AND ASSOCIATED EQUIPMENT ON AN EXISTING LIGHT POLE.

1. INSTALL (1) SPEEDLANE RADAR CANISTER.
2. INSTALL (1) DS-A18-30 SOLAR PANEL.

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
C-1	AREA PLAN
C-2	EXISTING AND PROPOSED POLE ELEVATIONS
C-3	EXISTING CONDITIONS PHOTO
C-4	DETAILS & SPECIFICATIONS

PROJECT TEAM

APPLICANT: CAMGIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARKVILLE, MISSISSIPPI 39759
(662) 320-1000
ARCHITECT & ENGINEER: EBI CONSULTING
21 B STREET
BURLINGTON, MA 01803
(781) 273-2500

APPLICANT:

CAMGIAN
microsystems
CAMGIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARKVILLE, MISSISSIPPI 39759
662.320.1000

PREPARED BY:

EBI Consulting
environmental | engineering | design
3703 Long Beach Blvd | Suite 421 | 2nd Floor
Long Beach, CA 90807
(781) 273-2500 | www.ebiconsulting.com

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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/02/18	FOR CONSTRUCTION	AC

EBI JOB NO: 8118000095

SITE INFO:

LIGHT POLE NUMBER:
2600
PEREZ COVE WAY
SAN DIEGO, CA

SHEET TITLE:

TITLE SHEET

DRAWN BY:

AC

CHECKED BY:

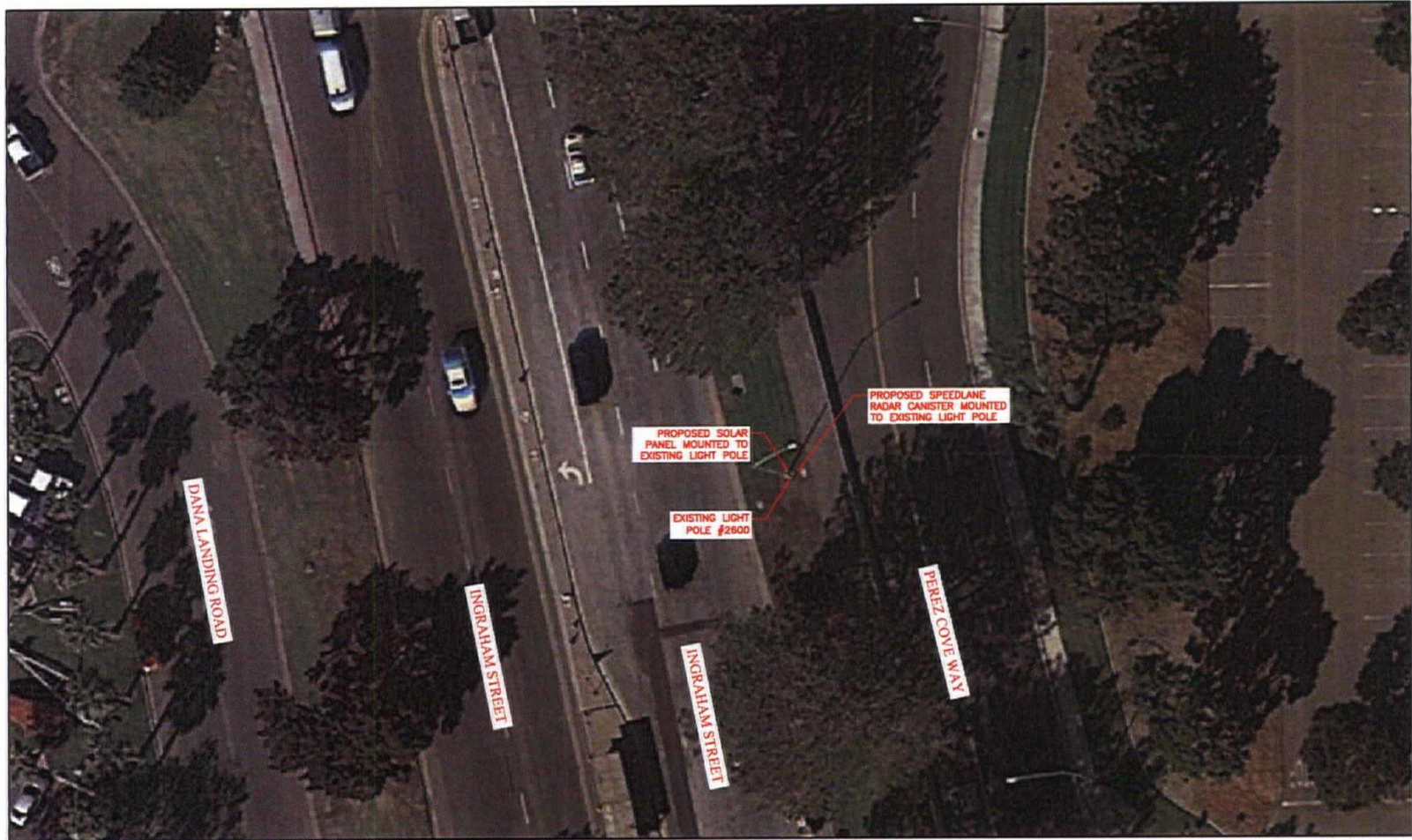
GL

DATE:

03/01/18

SHEET NO:

T-1



PROPOSED SOLAR
PANEL MOUNTED TO
EXISTING LIGHT POLE

PROPOSED SPEEDLANE
RADAR CANISTER MOUNTED
TO EXISTING LIGHT POLE

EXISTING LIGHT
POLE #2600

DANA LANDING ROAD

INGRAHAM STREET

INGRAHAM STREET

PEREZ COVE WAY

SITE COORDINATES (SOURCE: GOOGLE EARTH):

LATITUDE: 32° 46' 2.22" N (NAD 83)
LONGITUDE: 117° 13' 59.94" W (NAD 83)
GROUND ELEVATION: 9'± A.M.S.L. (NAVD88)



APPROX. NORTH

11x17 SCALE: 1:30

APPLICANT:



CAMGIAN MICROSYSTEMS CORPORATION
100 RESEARCH BUILDING - SUITE 313
STARKVILLE, MISSISSIPPI 39759
662.320.1000

PREPARED BY:



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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/02/18	FOR CONSTRUCTION	AC

EBI JOB NO: 8118000095

SITE INFO:

LIGHT POLE NUMBER:
2600
PEREZ COVE WAY
SAN DIEGO, CA

SHEET TITLE:

AREA PLAN

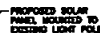
DRAWN BY: AC	SHEET NO: C-1
CHECKED BY: OL	
DATE: 03/01/18	

1. AN ANALYSIS OF THE CAPACITY OF THE EXISTING
STRUCTURE TO SUPPORT THE PROPOSED LOADING
HAS BEEN PERFORMED BY XXXXXXXXXXXXXXXXXXXX.
DATED XX-XX-2018.

1. THIS CONSTRUCTION DOCUMENT IS FOR BUILDING PERMIT ONLY & IS NOT INTENDED FOR CONSTRUCTION UNLESS ACCOMPANIED BY A PE STAMPED/SIGNED STRUCTURAL ANALYSIS REPORT.



A.G.L.	ABOVE GROUND LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
C.L.	CENTER LINE
COMM.	COMMUNICATION
DIA.	DIAMETER
ELEV.	ELEVATION
GALV.	GALVANIZED
NO.	NUMBER
ROW	RIGHT OF WAY
RRH	REMOTE RADIO HEAD
TYP	TYPICAL
U/P	UTILITY POLE



C.I. OF
PRODUCED SOLAR POWER
(11.5 - 22.0% A.S.I.)

C.L. OF
PROPOSED ROAD

PROPOSED SPEEDLANE
RADIAR CAMERA MOUNTED
TO EXISTING LIGHT POLE

CAMBIUM MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARVILLE, MISSISSIPPI 39759
602.320.1000


EBI Consulting
 environmental | engineering | public finance

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[illegible]

8118000095

LIGHT POLE NUMBER:
2600
PEREZ COWE WAY
SAN DIEGO, CA

EXISTING & PROPOSED POLE ELEVATIONS

1

C-2

1	EXISTING POLE ELEVATION
---	-------------------------

11x17 SCALE: 3/16" = 1'-0"

2 PROPOSED POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0"



APPLICANT:



CAMGIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARKVILLE, MISSISSIPPI 38759
662.320.1000

PREPARED BY:



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Long Beach, CA 90807
(781) 273-2500 | www.ebiconsulting.com

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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/02/18	FOR CONSTRUCTION	AC

EBI JOB NO: 8118000095

SITE INFO:

LIGHT POLE NUMBER:
2600
PEREZ COVE WAY
SAN DIEGO, CA

SHEET TITLE:

**EXISTING
CONDITIONS PHOTO**

DRAWN BY:

AC

CHECKED BY:

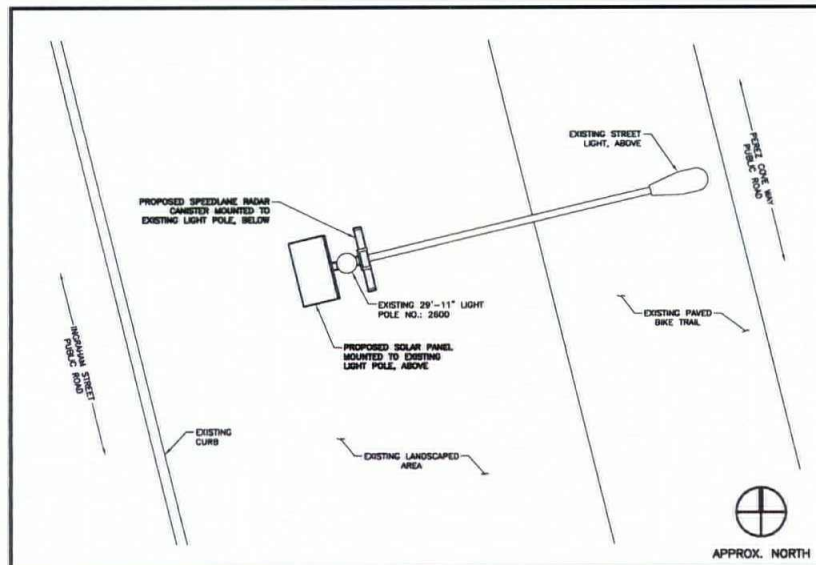
OL

DATE:

03/01/18

SHEET NO:

C-3



HOUSTON RADAR SPEEDLANE
DUAL BEAM SIDE-FIRE FMCW TRAFFIC MEASUREMENT RADAR

-DIMENSIONS (WITHOUT MOUNTING BRACKET):
26"L x 3" DIAMETER
-WEIGHT: 4.6 LBS (WITHOUT BATTERY)
6.4 LBS (WITH BATTERY)



APPLICANT:



CAMOIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STANNISBURG, MISSISSIPPI 39759
662.320.1000

PREPARED BY:



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Long Beach, CA 90807
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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/02/18	FOR CONSTRUCTION	AC

EBI JOB NO: 8118000095

SITE INFO:

LIGHT POLE NUMBER:
2600
PEREZ CONE WAY
SAN DIEGO, CA

SHEET TITLE:

DETAILS &
SPECIFICATIONS

DRAWN BY:

AC

CHECKED BY:

GL

DATE:

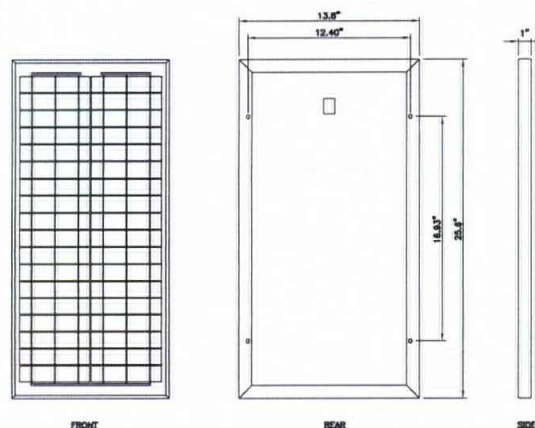
03/01/18

SHEET NO:

C-4

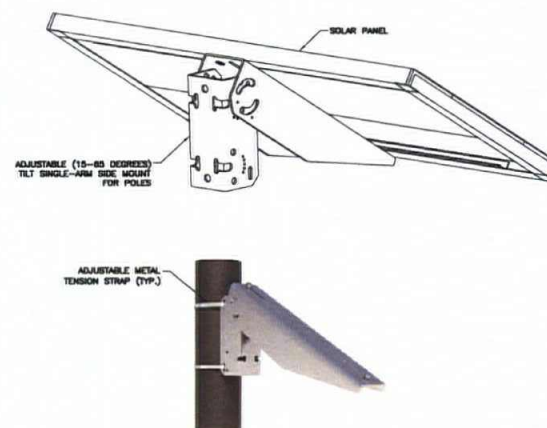
1 EQUIPMENT PLAN 11x17 SCALE: 1/4" = 1'-0"

2 RADAR CANISTER SPECIFICATION AND MOUNTING DETAIL N.T.S.



DASOL SOLAR PANEL
MODEL: DS-A18-30

-DIMENSIONS: 25.8"L x 13.8"W x 1"D
-WEIGHT: 5.95 LBS



3 SOLAR PANEL SPECIFICATION AND MOUNTING DETAIL

N.T.S.



LIGHT POLE NUMBER: 477
PEREZ COVE WAY
SAN DIEGO, CA

INSTALLATION OF RADAR
AND RELATED EQUIPMENT

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES:

- 2016 CALIFORNIA ADMINISTRATIVE CODE
- 2016 CALIFORNIA ENERGY CODE (CEC)
- 2016 CALIFORNIA BUILDING CODE (CBC)
- 2016 CALIFORNIA ELECTRIC CODE (CEC)
- 2016 CALIFORNIA MECHANICAL CODE (CMC)
- 2016 CALIFORNIA PLUMBING CODE (CPC)
- 2016 CALIFORNIA FIRE CODE
- ANSI/EIA-TIA-222-G
- APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

THIS FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION; DISABLED ACCESS & REQ'S. ARE NOT REQUIRED.

PROJECT INFORMATION

SITE NAME: LIGHT POLE NUMBER: 477
SITE NUMBER: VERIZON SITE NUMBER
SITE ADDRESS: PEREZ COVE WAY
SAN DIEGO, CA
COORDINATES: LATITUDE: 32° 45' 42.71" N (NAD 83)
LONGITUDE: 117° 13' 34.19" W (NAD 83)
GROUND ELEVATION: 23'± A.M.S.L. (NAVD88)
STRUCTURE OWNER: CITY OF SAN DIEGO
JURISDICTION: CITY OF SAN DIEGO

VICINITY MAP



SCOPE OF WORK

THIS IS AN UNMANNED TELECOMMUNICATIONS FACILITY FOR CAMGIAN MICROSYSTEMS CONSISTING OF THE INSTALLATION AND OPERATION OF RADAR AND ASSOCIATED EQUIPMENT ON AN EXISTING LIGHT POLE.

1. INSTALL (1) SPEEDLANE RADAR CANISTER.
2. INSTALL (1) DS-A18-30 SOLAR PANEL.

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
C-1	AREA PLAN
C-2	EXISTING AND PROPOSED POLE ELEVATIONS
C-3	EXISTING CONDITIONS PHOTO
C-4	DETAILS & SPECIFICATIONS

PROJECT TEAM

APPLICANT: CAMGIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARKVILLE, MISSISSIPPI 39759
(662) 320-1000
ARCHITECT & ENGINEER: EBI CONSULTING
21 B STREET
BURLINGTON, MA 01803
(781) 273-2500

APPLICANT:



CAMGIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARKVILLE, MISSISSIPPI 39759
662.320.1000

PREPARED BY:



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(781) 273-2500 | www.ebiconsulting.com

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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/12/18	FOR CONSTRUCTION	AC

EBI JOB NO:

8118000094

SITE INFO:

LIGHT POLE NUMBER:
477
PEREZ COVE WAY
SAN DIEGO, CA

SHEET TITLE:

TITLE SHEET

DRAWN BY:

AC

CHECKED BY:

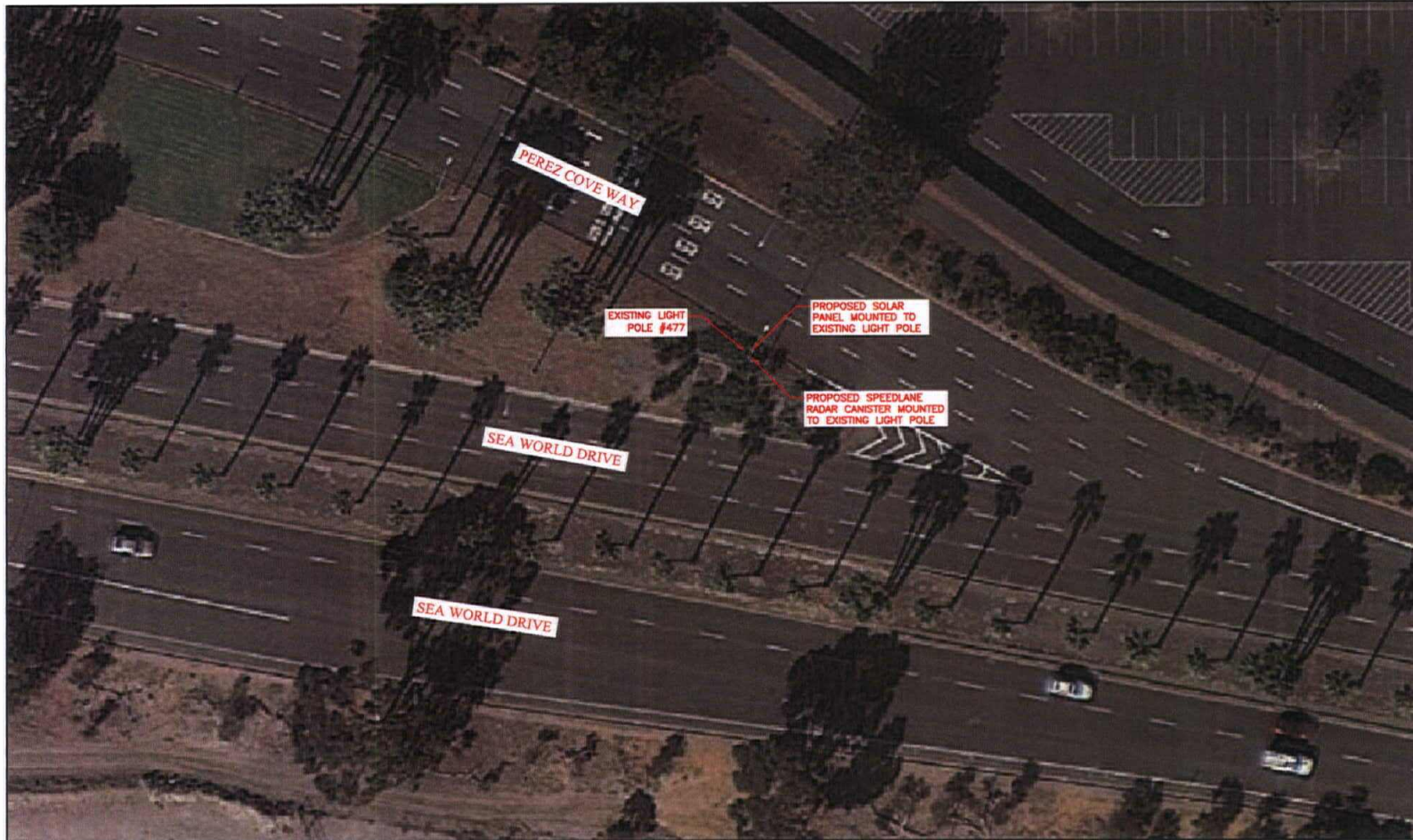
GL

DATE:

03/01/18

SHEET NO:

T-1



SITE COORDINATES (SOURCE: GOOGLE EARTH):
 LATITUDE: 32° 45' 42.71" N (NAD 83)
 LONGITUDE: 117° 13' 34.19" W (NAD 83)
 GROUND ELEVATION: 23'± A.M.S.L. (NAVD88)



APPROX. NORTH

11x17 SCALE: 1:40

APPLICANT:

CAMGIAN
 microsystems corporation
 100 RESEARCH BOULEVARD - SUITE 313
 STAMFORD, MISSISSIPPI 38778
 662.320.1000

PREPARED BY:

EBI Consulting
 environmental | engineering | due diligence
 3703 Long Beach Blvd | Suite 421 | 2nd Floor
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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/13/18	FOR CONSTRUCTION	AC

EBI JOB NO:

8118000094

SITE INFO:

LIGHT POLE NUMBER:
 477
 PEREZ COVE WAY
 SAN DIEGO, CA

SHEET TITLE:

AREA PLAN

DRAWN BY:

AC

CHECKED BY:

OL

DATE:

03/01/18

SHEET NO:

C-1

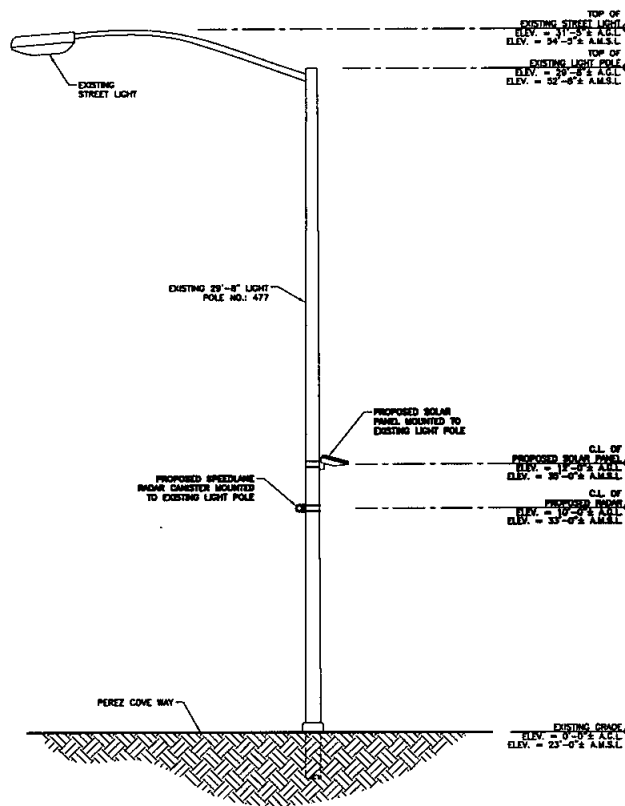
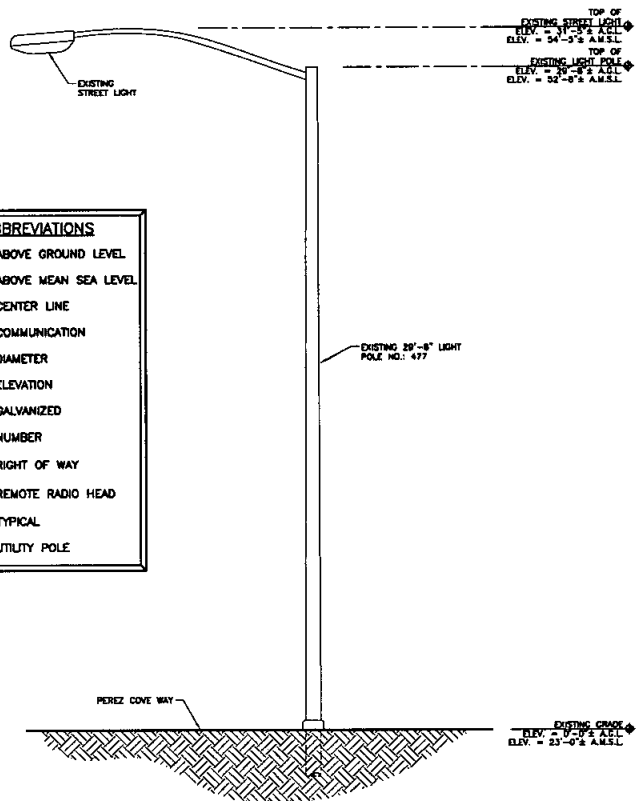
NOTES:

1. AN ANALYSIS OF THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THE PROPOSED LOADING HAS BEEN PERFORMED BY ODISCOM, LLC. DATED 03-09-2018.

NOTES:

1. THIS CONSTRUCTION DOCUMENT IS FOR BUILDING PERMIT ONLY & IS NOT INTENDED FOR CONSTRUCTION UNLESS ACCOMPANIED BY A PE STAMPED/SIGNED STRUCTURAL ANALYSIS REPORT.

ABBREVIATIONS	
A.G.L.	ABOVE GROUND LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
C.L.	CENTER LINE
COMM.	COMMUNICATION
DIA.	DIAMETER
ELEV.	ELEVATION
GALV.	GALVANIZED
NO.	NUMBER
ROW	RIGHT OF WAY
RRH	REMOTE RADIO HEAD
TYP	TYPICAL
U/P	UTILITY POLE



APPLICANT:



CAMOIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
DURHAM, MASSACHUSETTS 01928
602.320.1000

PREPARED BY:



EBI Consulting
environmental | engineering | due diligence
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(781) 273-2500 | www.ebiconsulting.com

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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/12/18	FOR CONSTRUCTION	AC

EIN JOB NO:

8118000094

SITE INFO:

LIGHT POLE NUMBER:

477

PEREZ COVE WAY
SAN DIEGO, CA

SHEET TITLE:

EXISTING &
PROPOSED POLE
ELEVATIONS

DRAWN BY:

AC

CHECKED BY:

CL

DATE:

03/01/18

SHEET NO:

C-2

1 EXISTING POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0"

2 PROPOSED POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0"



APPLICANT:



CAMGIAN MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARVILLE, MISSISSIPPI 39759
662.320.1000

PREPARED BY:



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Long Beach, CA 90807
(781) 273-2500 | www.ebiconsulting.com

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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
1	03/12/18	FOR CONSTRUCTION	AC

EBI JOB NO: 8118000094

SITE INFO:

LIGHT POLE NUMBER:
477
PEREZ COVE WAY
SAN DIEGO, CA

SHEET TITLE:

EXISTING
CONDITIONS PHOTO

DRAWN BY:

AC

CHECKED BY:

GL

DATE:

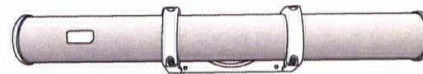
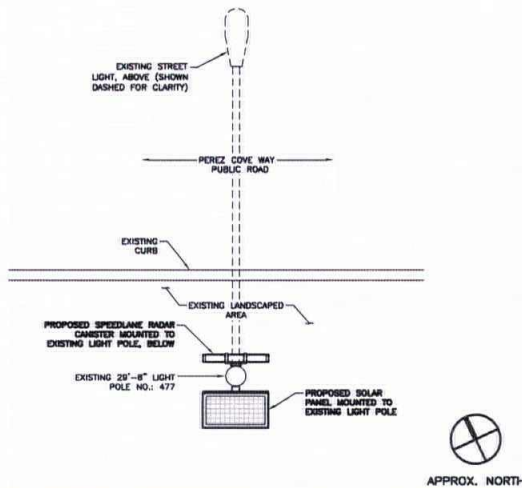
03/01/18

SHEET NO:

C-3

1 EXISTING CONDITIONS PHOTO

11x17 SCALE: N.T.S.



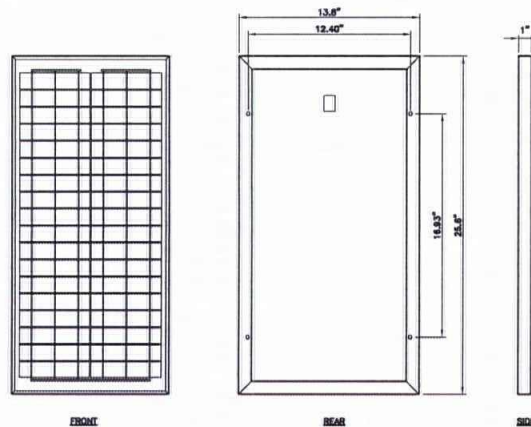
HOUSTON RADAR SPEEDLANE
DUAL BEAM SIDE-FIRE FMCW TRAFFIC MEASUREMENT RADAR

-DIMENSIONS (WITHOUT MOUNTING BRACKET):
26"L x 3" DIAMETER
-WEIGHT: 4.6 LBS (WITHOUT BATTERY)
6.4 LBS (WITH BATTERY)

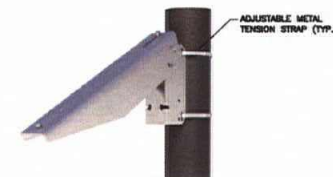
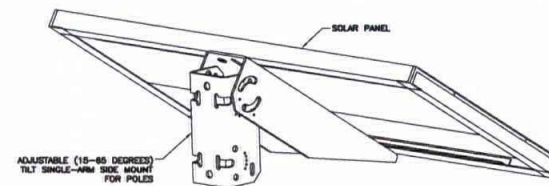


1 EQUIPMENT PLAN 11x17 SCALE: 1/4" = 1'-0"

2 RADAR CANISTER SPECIFICATION AND MOUNTING DETAIL N.T.S.



DASOL SOLAR PANEL
MODEL: DS-A18-30
-DIMENSIONS: 25.6"L x 13.8"W x 1"D
-WEIGHT: 5.95 LBS



3 SOLAR PANEL SPECIFICATION AND MOUNTING DETAIL N.T.S.

APPLICANT:
CAMGIAN
MICROSYSTEMS CORPORATION
100 RESEARCH BOULEVARD - SUITE 313
STARKVILLE, MISSISSIPPI 38759
662.320.1000

PREPARED BY:
EBI Consulting
environmental | engineering | due diligence
3703 Long Beach Blvd | Suite 421 | 2nd Floor
Long Beach, CA 90807
(781) 273-2500 | www.ebiconsulting.com

ENGINEER STAMP/SIGNATURE

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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	03/12/18	FOR CONSTRUCTION	AC

EBI JOB NO: 8118000094

SITE INFO:
LIGHT POLE NUMBER:
477
PEREZ COVE WAY
SAN DIEGO, CA

SHEET TITLE:
DETAILS & SPECIFICATIONS

DRAWN BY: AC
CHECKED BY: GL
DATE: 03/01/18
SHEET NO: C-4

Exhibit B:
Site Plans and Equipment

Exhibit C

Interference Protection Requirements

- a. **Interference.** Prior to the Effective Date or at any time during the Term of this Lease, LESSEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from the proposed Communications Equipment; transmission frequencies that are currently being operated at the Site, and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies at the Site may be obtained from CITY'S General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY'S General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.
- b. **City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures.** For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses at the Site.

Pre-installation or pre-use Testing

- (1) LESSEE shall notify all permittees/lessees/users at the Site of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Site may be obtained from CITY and used to compile a notification list.
 - (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.
 - (b) A copy of these instructions, "City of San Diego Radio/Electronic Land Use On-The-Air Test Instructions and Procedures" shall be

attached to each notification and it shall be noted in the notification letter.

- (c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.
 - (d) The notification letter to the GSDCD Senior Communications Engineer shall include a list of all permittees/lessees/users notified.
- (2) Following the completion of the tests, LESSEE shall provide a letter to the GSDCD Senior Communications Engineer stating the test results obtained from each permittee/lessee/user participating in the test and a list of those permittees/lessees/users who did not respond.
 - (3) If a notified permittee/lessee/user fails to send a qualified representative to observe and participate in the tests, it will be assumed by CITY that the permittee/lessee/user has assured itself that their operations will not be affected.
 - (4) It shall be the responsibility of LESSEE to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

c. On-The-Air Tests - Technical Details

Pre-installation or pre-use on-the-air tests shall be conducted by the LESSEE under the following technical conditions:

- (1) The LESSEE'S transmitting and/or receiving equipment shall be of the type planned for final use at the Site.
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Site.
 - (b) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.
- (2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the LESSEE'S electronic equipment.

- (3) All tests shall include testing with all frequencies planned for use by the LESSEE at the Site.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by LESSEE shall not directly or indirectly result in degraded technical performance of the CITY'S existing radio equipment installed at the Site or used in the general area. Resulting degraded technical performance in this instance will include, but is not limited to:

- (1) Detectable or measurable received intermodulation;
- (2) Audio distortion or noise; and
- (3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

LESSEE shall notify CITY prior to modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions. These modifications may require retest using this "ON THE AIR" testing procedure and the newly proposed equipment.

f. Resulting Interference

Should an interference problem occur at the Site or in the nearby surrounding area as a result of LESSEE'S newly installed, retuned, or modified Communications Equipment, LESSEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. CITY may recognize the right of prior authorized permittees/lessees/users and withhold consent or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between LESSEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by LESSEE as a result of CITY withholding consent and LESSEE waives any claim for expense or loss which LESSEE might incur as a result of CITY withholding consent.

Exhibit D:
Emergency Maintenance Procedures

If PERMITTEE discovers that any of the antennas or related equipment on the Temporary Communications Facility are damaged, PERMITTEE shall immediately notify **CITY's Station 22 at (619) 527-7660**.

If CITY discovers that any of the antennas or related equipment on the Temporary Communications Facility are damaged, CITY shall immediately notify **PERMITTEE's Network Operation Call Center at 1-800-264-6620**.

If PERMITTEE'S Operations cause any interference to CITY'S telecommunication equipment and/or system, CITY may require the Temporary Communications Facility to be moved to another location at the Station.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic in conducting PERMITTEE'S Operations.

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



THE CITY OF SAN DIEGO

DATE OF NOTICE: October 17, 2017

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 21000022

PROJECT NO:	N/A
PROJECT NAME:	Camgian Microsystems Right of Entry (ROE) Permit for
PLANNING AREA:	Mission Bay Park
COUNCIL DISTRICT:	2
LOCATION:	The project sites are located (Pole #77) at the beginning of Sea World Drive, San Diego, California 92109 and (Pole #2600) at the Ingraham Street/Perez Cove intersection, San Diego, California 92109.

PROJECT DESCRIPTION: The project proposes a Right of Entry Permit (ROE) to allow for the installation of two 3.74" x 4.13" x 10.18" camera enclosures on the top of two city-owned light poles along with two 12"x10"x 5" enclosures on the base of each light pole. Cameras and enclosures will be attached via mounts using steel straps. The light poles are located adjacent to SeaWorld San Diego.

ENTITY CONSIDERING PROJECT APPROVAL: City Staff (Real Estate Assets Department)

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City conducted an environmental review which determined that the proposed project is exempt from CEQA pursuant to CEQA Guidelines 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 proposed project, a ROE to allow for the continued temporary operation and maintenance of a WCF, is a negligible expansion of use. No environmental impacts were identified for the proposed project. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

CITY PROJECT MANAGER:	Tracy Solis, Associate Property Agent
MAILING ADDRESS:	1200 Third Avenue, Suite 1700 San Diego, CA 92101
PHONE NUMBER/E-MAIL:	(619) 235-5233/TSolis@sandiego.gov

On October 17, 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 (October 31, 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.

DS-2CD2622FWD-IZS

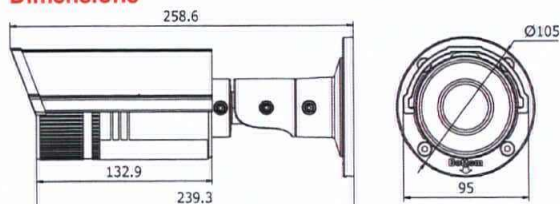
2 MP WDR Varifocal Bullet Network Camera



Key Features

- 2 Megapixel High Resolution
- Full 1080p Video
- Dual Video Streams
- 2.8 mm to 12 mm Motorized Lens
- 120 dB Wide Dynamic Range
- 3D Digital Noise Reduction
- Smart Features
- PoE (802.3af)
- IR Range 30 Meters (~100 Feet)
- IP66 Protection
- Audio and Alarm Input/Output
- Edge Storage, MicroSD Slot, 128 GB

Dimensions



Unit: mm

Accessories



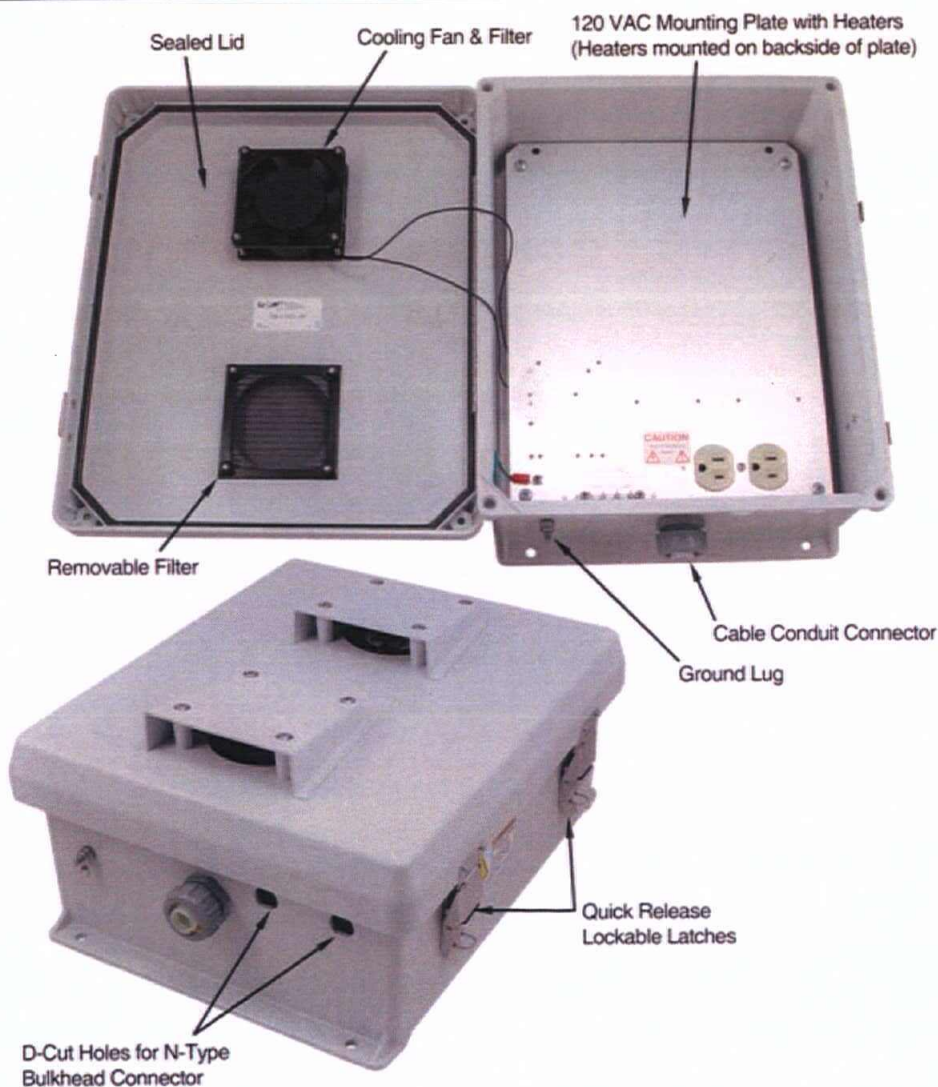
Order Model

DS-2CD2622FWD-IZS

DS-2CD2622FWD-IZS	
Camera	
Image Sensor	1/2.8" progressive scan CMOS
Minimum Illumination	0.014 lux @ (f/1.4, AGC on), 0 lux with IR
Shutter Speed	1/3 s to 1/10,000 s
Slow Shutter	Yes
Lens	2.8 mm to 12 mm @ f/1.4, motorized lens
Angle of View	106° to 35°
Lens Mount	Φ14
Day/Night	IR cut filter with auto switch
Digital Noise Reduction	3D DNR
Wide Dynamic Range	120 dB
Pan/Tilt/Rotation	3-axis positioning
Compression Standards	
Video Compression	H.264+/H.264/MJPEG
H.264 Type	Main Profile
Video Bit Rate	32 Kbps to 16 Mbps
Dual Streaming	Yes
Audio	G.711/G.722.1/G.726/MP2L2, 64 Kbps (G.711)/16 Kbps (G.722.1)/16 Kbps (G.726)/32 to 128 Kbps (MP2L2)
Image	
Maximum Resolution	1920 × 1080
Frame Rate	30 fps (1920 × 1080, 1280 × 960, 1280 × 720)
Image Settings	Compression, color, saturation, brightness, contrast, sharpness, rotate mode, privacy mask
Backlight Compensation	Yes, zone configured
Region of Interest (ROI)	Yes
Analytics	
Smart Features	Line crossing detection, intrusion detection
Network	
Network Storage	NAS (supports NFS/SMB/CIFS), ANR
Alarm Triggers	Motion detection, line crossing detection, intrusion detection, tamper alarm, network disconnect, IP address conflict, storage exception
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
Security	Three level user authentication, password authorization, HTTPS and SSH certificate, IEEE802.1X, basic and digest authentication, watermark, IP address filtering, log-in lockout
Standards	ONVIF (PROFILE S, PROFILE G), PSIA, CGI, ISAPI
Interface	
Communication	1 RJ-45 10M/100M Ethernet interface
On-Board Storage	Built-in microSD/SDHC/SDXC slot, up to 128 GB
Alarm	1 alarm I/O
Audio	1 audio I/O
General	
Operating Conditions	-30° C to 60° C (-22° F to 140° F), humidity 95% or less (non-condensing)
Power	12 VDC ±10%, PoE (802.3af)
Power Consumption	Maximum 5.5 W (maximum 7.5 W with IR cut filter on)
IR Range	30 meters (~100 feet)
Ingress Protection	IP66
Dimensions	95 mm × 105 mm × 258.6 mm (3.74" × 4.13" × 10.18")
Weight	1200 g (2.65 lbs)

Specifications

Enclosure Material	Halogen free, self extinguishing fiberglass reinforced polyester
Enclosure Color	Light Grey
Voltage	120 VAC
Heater Power	200 Watts
Fan Power	7.5 Watts Max.
Weight	9.3 lbs (4.2 kg)
Mounting Plate Material	.10" (2.5mm) Thick Anodized Aluminum
Mounting Plate Dimensions	12 x 9.13 inches (30.5 x 23.2 cm)
Outside Dimensions (max)	13.32 x 11.32 x 5.60 inches (38.83 x 28.75 x 14.22 cm)
Inside Dimensions	12.00 x 10.00 x 5.27 inches (4.69 inches plate to cover) (30.48 x 25.40 x 13.39 cm)
Flame Rating	UL 94-5V
RoHS Compliant	Yes
Cable Feed	1/2" Cable Conduit Connector
Ratings	NEMA Type 3R, 3X / IP24



12"x10"x5" 120 VAC Weatherproof Industrial Enclosure with Mounting Plate, Cooling Fan & Heater - Model: NB121005-1HF

Applications

- Remote Wireless LAN WiFi equipment installations
- Indoor and outdoor installations
- Rapid Deployment installations
- Hot/cold and corrosive environments
- Security and surveillance equipment installations

Features

- Molded fiberglass reinforced polyester (FRP) enclosure with integral mounting flanges
- Fully gasketed vented lid with stainless steel quick release latches with padlock hasps
- NEMA Type 3R, 3X / IP24 rated
- Features aluminum mounting plate with surge protected duplex 120 VAC Outlet
- Thermostat controlled heating and cooling system



Description

The NB121005-1HF is a rugged weatherproof enclosure that is ideal for both indoor and outdoor applications. Constructed from molded halogen free self extinguishing fiberglass reinforced polyester (FRP), it is well suited for high or low temperature as well as corrosive environments. The integral mounting flange allows it to be wall mounted as well as on a flat surface without the need for extra mounting hardware. The fully gasketed lid features a stainless steel continuous hinge and stainless steel quick release latches with padlock hasps. The light grey color of the NB121005-1HF is cleaner, cooler and aesthetically pleasing. Users can enjoy the physical benefits of better heat reflection and better UV resistance due to the lighter color. The contoured body provides an attractive and contemporary appearance.

120 VAC Mounting Plate with Lightning Protection

The aluminum mounting plate features standard surge protected duplex 120 VAC outlets and a terminal block for easy hook up to the externally provided line power. In addition, the unit can accept up to two optional bulkhead-mount N-Type lightning protectors to protect the coaxial cable runs.

Ideal for Hot and Cold Environments

The NB121005-1HF includes a thermostat-controlled 200W heating system and cooling fan. The heater turns on when the internal temperature drops to 40° F (4° C) $\pm 7^\circ$ and turns off at 60° F (15° C) $\pm 5^\circ$. The heater does not require the use of any of the AC outlets, leaving them all available for your equipment. No extra room for the heater is required since it is mounted underneath the plate.

For cooling, the NB121005-1HF includes a thermostat-controlled 7.5W (Max) fan. The high airflow, low noise fan used allows air to be pushed or pulled through the enclosure. Filters for both ports are easily removable for cleaning and replacement. The fan turns on when the internal temperature rises to 120° F (49° C) $\pm 5^\circ$ and turns off at 90° F (32° C) $\pm 10^\circ$. The cooling fan does not require the use of any of the AC outlets, leaving them all available for your equipment.

TECHNOLOGY BEHIND PROWL

Prowl is an ultra-low power, compact radar system that provides long-endurance target detection and tracking in harsh operational environments. Prowl supports rapid deployment of perimeter security solutions for forward operating bases, combat outposts and patrol bases.

LOW POWER

Prowl's low power consumption enables months of unattended, battery powered operation.

FOLIAGE OPERATION

Prowl's advanced real-time signal processing enables tracking in foliage and other problematic environments.

EASY DEPLOYMENT

Prowl's light weight and its wireless communications enables rapid, flexible deployment, effectively eliminating terrain blind spots and providing extended detection ranges.

EASY SETUP

Prowl requires minimal infrastructure greatly decreasing logistic, maintenance, and manpower costs. A user can setup and configure Prowl within minutes.

Camera Integration

Prowl integrates with visual/IR PTZ cameras enabling automatic camera queuing, automatic camera power control, and visual target confirmation.

FLEXIBLE INTERFACE

Prowl easily integrates into existing fielded force protection, border security, and critical infrastructure command and control systems.



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Goog



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Goog

Camgian

OUR HISTORY

Camgian Microsystems® was founded in December 2006, by CEO Dr. Gary Butler, with the vision of being **the most reliable source of actionable real-time intelligence**. After acquisitions of Theseus Logic and Cypress Semiconductor Design Center in Starkville, MS, Camgian has become a leader in combining low-power microelectronics, sensors, wireless communications and real-time signal processing to fill intelligence gaps for both the defense and commercial markets.

Camgian is headquartered in Starkville, Mississippi with additional offices in Jackson, Mississippi.

Technology Behind Egburt

Born from years of advanced research and development, Egburt utilizes proprietary sensing and information processing technologies to deliver real-time, actionable intelligence.

EDGE COMPUTING

Distributed processing architecture that enables scalable, remote operations and robust, low-latency performance.

MULTI-SENSOR PROCESSING

Sensor analytics software that supports in-situ processing of multi-sensor streams, event detection and alarms.

CLOUD CONTROL

User friendly tools for remotely configuring sensors and developing advanced edge analytics applications.



THE CITY OF SAN DIEGO

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DEVELOPMENT SERVICES DEPARTMENT

SAP No. 21000022

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COUNCIL DISTRICT:	2
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CITY PROJECT MANAGER: Tracy Solis, Associate Property Agent
MAILING ADDRESS: 1200 Third Avenue, Suite 1700
San Diego, CA 92101
PHONE NUMBER/E-MAIL: (619) 235-5233/TSolis@sandiego.gov

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