



CITY OF SAN DIEGO
MASTER USE AND OCCUPANCY PERMIT

between

THE CITY OF SAN DIEGO

and

NEW CINGULAR WIRELESS PCS, 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 NEW CINGULAR WIRELESS PCS, LLC a Delaware 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 a Commercial Mobile Radio Service Provider offering intrastate wireless telecommunications services within California that is registered with the California Public Utilities Commission ("PUC"), with a Wireless Identity Number (WIN) U-3060-C.; and PERMITTEE further represents that, pursuant to that registration, PERMITTEE is authorized to do business and provide the telecommunication services that the Communications Equipment enables 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 PERMITTEE to provide better service to its 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” – Up to a maximum of **500** various CITY-owned Sites (defined below), more particularly described in Exhibit A and depicted 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.

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 and in some instances traffic control, but may have the secondary purpose of accommodating PERMITTEE’s Operations at the Permit Area.
- 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. Holdover. Any holding over by PERMITTEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the of the Site after expiration or termination shall continue, 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.

5. 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 and PERMITTEE could have pulled the permits to install or construct, regardless of whether the Site was physically constructed or installed, and regardless of whether the PERMITTEE has pulled the permits required. The Annual Use Fee will be prorated for any Site that was not an Approved Site for the entire Permit Year. Calculation of all prorated rents under this section shall be based on a 30-day month. The Use Fee schedule below, 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:

Poles 1-50

Poles 51-100

101+

Permit Year 1	\$4,000.00	\$2,000.00	\$1,250.00
Permit Year 2	\$4,140.00	\$2,070.00	\$1,293.75
Permit Year 3	\$4,284.90	\$2,142.45	\$1,339.03
Permit Year 4	\$4,434.87	\$2,217.44	\$1,385.90
Permit Year 5	\$4,590.09	\$2,295.05	\$1,434.40
Permit Year 6	\$4,750.75	\$2,375.37	\$1,484.61
Permit Year 7	\$4,917.02	\$2,458.51	\$1,536.57
Permit Year 8	\$5,089.12	\$2,544.56	\$1,590.35
Permit Year 9	\$5,267.24	\$2,633.62	\$1,646.01
Permit Year 10	\$5,451.59	\$2,725.79	\$1,703.62

For example, if there were 200 Approved Sites in Permit Year 2, the total Annual Use Fee would be calculated as follows: $(\$4,140 \times 50) + (\$2,070 \times 50) + (\$1,293.75 \times 100) = \$439,875.00$.

- 5.1. 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.

- 5.2. Delinquent Payments. If PERMITTEE fails to pay the Annual Payment when due, PERMITTEE shall pay, in addition to the unpaid Annual Payment, five percent (5%) of the delinquent Annual Payment. If any portion of the Annual Payment is still unpaid 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.

- 5.3. Yearly List of Approved 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 Approved Sites 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. The Yearly List of Approved Sites Form is attached hereto as Exhibit C. All information required by the form must be completed by PERMITTEE. Failure to provide the Yearly List of Approved Sites may result in penalties for delinquent Annual Payment and shall constitute a breach of this Permit.
- 5.4. 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.

6. INSURANCE.

6.1. Prerequisites to LESSEE'S Operations. Prior to LESSEE'S Operations, LESSEE shall complete each of the following:

6.2. LESSEE shall obtain and maintain throughout the Term of this Lease, at its sole cost and expense, all insurance required by this Lease. LESSEE's liabilities under this Lease, including without limitation LESSEE's indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. LESSEE's maintenance of the required insurance coverage is a material consideration for this Lease. Notwithstanding any provision of this Lease to the contrary, if LESSEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, LESSEE shall be in default of this Lease. LESSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. LESSEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's written approval of same):

- (a) Commercial General Liability Insurance ("CGL") written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from a personal injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an ISO form CA 00 01 12 90 or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease.

(c) Workers' Compensation Insurance, as required by applicable laws, for all of LESSEE's employees who are subject to this Lease, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000) each accident, by disease policy limits, and by disease each employee, and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.

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

6.2.2. Primary & Non-Contributory. The Commercial General Liability and the Commercial Automobile Liability policies must be endorsed to provide that the insurance afforded by Commercial General Liability policies is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, representatives and agents as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, representatives and agents shall be in excess of LESSEE's insurance and shall not contribute to it.

6.2.3. Severability of Interest. Each policy shall provide that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

6.2.4. Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, 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 may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.

6.2.5. Deductibles/Retentions. All self-insured retentions on any insurance policy are the sole responsibility of LESSEE and must be disclosed at the time evidence of insurance is provided.

6.2.6. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least ten (10) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease. LESSEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, LESSEE shall immediately notify CITY and shall immediately obtain replacement insurance as soon as possible.

6.2.7. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

6.2.8. Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Site or Pole Attachment or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

6.2.9. Self-Insurance. LESSEE may provide READ evidence of self-insurance. If such evidence of self-insurance is deemed satisfactory and approved, in writing, by CITY'S Risk Management Department, such evidence of self-insurance shall be in lieu of the foregoing insurance requirements set forth in this Section 7.2, and no further proof of insurance is required unless changes are made to LESSEE'S insurance status.

6.2.10. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property related to the Allowed Uses of the Pole Attachment under this Lease in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

7. 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.

8. 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.

9. DEVELOPMENT OF SITES AND MODIFICATION OF PERMIT AREA.

Prior to the execution of this Master Permit, and at any time during the first five (5) years of the Term of this Master Permit that PERMITTEE desires to add Sites to the Permit Area up to the maximum number of 500 Sites, PERMITTEE shall provide to CITY's Real Estate Assets Department a list of Sites that PERMITTEE request be included in the Permit Area of this Master Permit. CITY shall in its sole discretion determine if those Sites may be added to the Permit Area, subject to this Master Permit, after all appropriate departments including but not limited to Transportation and Stormwater and Development Services have reviewed the requested Sites to determine their availability. A list of all Approved Sites shall be attached hereto as Exhibit A. Exhibit A shall be updated as additional requested Sites become Approved Sites. PERMITTEE shall also provide to CITY, prior to the execution of this Master Permit, a proposed Master Structural Plan which contains full and complete design plans that show all of the equipment that PERMITTEE proposes to install or construct in the Permit Area, which shall be attached as Exhibit B upon approval of the Master Structural Plan, PERMITTEE shall provide an approved Master Structural Plan to CITY which shall be replace the proposed Master Structural Plan as Exhibit B. Within fourteen (14) calendar days of the completion of the installation and development of an Approved Site, PERMITTEE shall notify CITY's Real Estate Assets Department that the Approved Site is installed and operating.

PERMITTEE shall not develop any requested 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 Approved Sites in Exhibits A and the approved Master Structural Plan in Exhibit B of this Master Permit. During the first five (5) years of this 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 the Master Structural Plan, or specific site plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with READ.

10. 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.

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

- 10.5. 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.

11. 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.

12. COMPLIANCE WITH LAWS AND POLICIES.

- 12.1. 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.
- 12.2. 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.

13. 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.

14. TELECOMMUNICATIONS PROVISIONS.

- 14.1. Entire Installation. PERMITTEE warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation at each Site within the Permit 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.
- 14.2. Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any portion of the Permit 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.
- 14.3. Radio Frequency Interference. PERMITTEE warrants that all Communications Equipment installations, modifications, operation, and maintenance will not result in degraded performance or RF interference to any existing authorized uses within the Permit Areas by fulfilling the requirements of Exhibit D, which may be updated from time to time in CITY's sole discretion.
- 14.4. Industry Standards. PERMITTEE shall perform all Communications Equipment installations, modifications, operation, and maintenance in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on CITY property shall comply with the following supplemental requirements:

- 14.4.1. PERMITTEE shall remove all of its trash and debris from the Permit Areas at the end of each workday and on completion of each project;
- 14.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements and General Orders promulgated by the CPUC; and
- 14.4.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to any other user within the Permit Areas.
- 14.5. 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.
- 14.6. Interference with CITY Operations or Public Use. PERMITTEE's Operations shall not unreasonably interfere with CITY operations or public use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs on or within the Permit 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.

16. 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.

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.

- 16.6. 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.

17. SIGNS.

PERMITTEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, CPUC and/or FCC. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising within the Permit 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.

18. 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.

18.1. 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.

18.2. 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.

19. 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.

20. UTILITIES.

PERMITTEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with PERMITTEE's Operations. All utilities shall be installed underground unless such existing utilities are aerial and shall be used for PERMITTEE's Operations only.

21. 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.

22. 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.

23. 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.

23.1. Liens. PERMITTEE shall, at all times, protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with PERMITTEE's Operations, and all costs of defending against such claims, including, without limitation, reasonable 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.

24. ASSIGNMENT AND SUBLICENSING.

- 24.1. 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.
- 24.2. Sublicensing. PERMITTEE shall not sublicense, in whole or in part, the Site, or any right or appurtenant privilege to the Site, 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, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion and shall require additional compensation.
- 24.3. 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.

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

26. 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.

27. CITY'S RESERVATION OF RIGHTS.

- 27.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Permit Areas.
- 27.2. 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.
- 27.3. Entry. CITY may enter the Permit Areas at any time to develop or make repairs to municipal resources and services.

28. 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.

29. REVOCATION AND TERMINATION.

29.1. Revocation by CITY.

29.1.1. 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).

29.1.2. 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.
- 29.2. 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).
- 29.3. No Obligation. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of CITY's revocation or PERMITTEE's termination of this 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.
- 29.4. 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.
- 29.5. 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.
- 29.6. 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.

30. REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY.

- 30.1. 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.
- 30.2. 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.
- 30.3. Intentionally omitted.
- 30.4. 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.

31. 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:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive
Atlanta, GA 30324
Re: Venue Name: San Diego Small Cell MAA
FA Location #: _____

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Network Counsel
208 S. Akard Street
Dallas, Texas, 75202-4206
Re: Venue Name: San Diego Small Cell MAA
FA Location #: _____

Maintenance contact phone # (858) 336-1625 - Mike Lewis

Agreement Contact phone # (858) 886-1274 – Eleasa Marks

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 # 619-236-6020

If to CITY's Transportation Stormwater:

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

- 31.1. 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.
- 31.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the United States mail.

32. MISCELLANEOUS PROVISIONS.

- 32.1. Governing Law. This Master Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 32.2. 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.
- 32.3. 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.
- 32.4. Standard of Conduct. PERMITTEE and its employees shall, at all times, conduct themselves and PERMITTEE's Operations in a creditable manner and in accordance with industry standards.
- 32.5. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Master Permit.
- 32.6. 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.

- 32.7. 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.
- 32.8. 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.
- 32.9. 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.
- 32.10. 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.
- 32.11. 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.
- 32.12. 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.
- 32.13. 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.
- 32.14. 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: 6/12/18

THE CITY OF SAN DIEGO, a California municipal corporation

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

Date: Dec 4, 2017

NEW CINGULAR WIRELESS PCS, LLC., a Delaware limited liability company

By [Signature]
(Print Name) JIMMIE BESS
(Title) DIRECTOR - AT&T

ENVIRONMENTAL ANALYSIS SECTION:

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 Sections 15301 and 15302. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Date: June 12, 2018

By [Signature]
Name: Anna L. McPherson
Title: Senior Planner

APPROVED AS TO FORM:

Date: June 14, 2018

MARA W. ELLIOTT, City Attorney

By [Signature]
Melissa Ables, Deputy City Attorney

Exhibit A: Master Site List/Depiction of Permit Areas

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

	Site Location	City	State	Zip	1/3 Address	Community Planning group	Area District
1	Naylor Road / South of Bibler Drive	San Diego	CA	92173	3107 1/3 Naylor Rd	San Ysidro	8
2	Wittman Way and Kaneko Court	San Diego	CA	92173	3122 1/3 Wittman Way	San Ysidro	8
3	Southeast corner of Anella Road and Okeefe St	San Diego	CA	92173	3347 1/3 Anella Rd	San Ysidro	8
4	Southwest corner of Naylor Road and Tridle Way	San Diego	CA	92173	3521 1/3 Tridle Way	San Ysidro	8
5	Sipes Lane / East of Coral Gate Lane	San Diego	CA	92173	3805 1/3 Sipes Ln	San Ysidro	8
6	Southwest corner of Anella Road and Sipes lane	San Diego	CA	92173	3744 1/3 Sipes Ln	San Ysidro	8
7	Sycamore Road and Sunrise Dr	San Diego	CA	92173		San Ysidro	8
8	End of Sycamore Road at entrance to park	San Diego	CA	92173		San Ysidro	8
9	Camino De La Plaza / West of Virginia Avenue	San Diego	CA	92173	4457 1/3 Camino De La Plaza	San Ysidro	8
10	Camino De La Plaza / East of Willow	San Diego	CA	92173		San Ysidro	8
11	San Ysidro Blvd	San Diego	CA	92173	674 1/3 San Ysidro	San Ysidro	8
12	Virginia Avenue / South of San Ysidro Blvd	San Diego	CA	92173	110 1/3 Virginia (SB) Av	San Ysidro	8
13	Pell Place / East of Townsgate Dr	San Diego	CA	92130	3854 1/3 Pell Pl	Carmel Valley	1
14	Mykonos Lane / West of Carmel Creek Road - at entrance to school	San Diego	CA	92130	3811 1/3 Mykonos Ln	Carmel Valley	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

15	Elijah Court / East of El Camino Real	San Diego	CA	92130		Carmel Valley	1
16	High Bluff Drive	San Diego	CA	92130	12553 1/3 High Bluff Dr	Carmel Valley	1
17	Northwest corner of Carmel Vieww Road and Ruelle Alliante	San Diego	CA	92130	4251 1/3 Carmel View Rd	Carmel Valley	1
18	Northwest corner of Carmel View Road and Camino Mira Del Mar	San Diego	CA	92130	4017 1/3 Carmel View Rd	Carmel Valley	1
19	Southeast corner of Carmel View Road and entrance to Pelagos	San Diego	CA	92130	3741 1/3 Carmel View Rd	Carmel Valley	1
20	Mira Mesa Blvd / West of Scanton Road	San Diego	CA	92121	5302 1/3 Mira Mesa Bl	Torrey Pines	6
21	Directors Place	San Diego	CA	92121	4923 1/3 Directors Pl	Torrey Pines	6
22	Northeast corner of Mission Center Road and Camino del Rio South	San Diego	CA	92108	1065 1/3 Camino Del Rio South	Mission Valley	7
23	Camino del Rio South / East of Mission Center Road	San Diego	CA	92108	1065 1/3 Camino Del Rio South	Mission Valley	7
24	Camino del Rio North / East of Mission Center Road	San Diego	CA	92108	1380 1/3 Camino DeL Rio North	Mission Valley	7
25	Camino De La Reina / East of Mission Center Road	San Diego	CA	92108	1274 1/3 Camino de la Reina	Mission Valley	7
26	Clay Avenue/ West of 30th Street	San Diego	CA	92113	246 1/3 S 30th St	Southeastern San Diego	8
27	Northeast corner of 30th Street and Martin Avenue	San Diego	CA	92113	639 1/3 S 30th St	Southeastern San Diego	8

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

28	Ocean View Blvd between 31st and 32nd Streets	San Diego	CA	92113	3135 1/3 Ocean View Bl	Southeastern San Diego	8
29	National Avenue / West of 41st Street	San Diego	CA	92113	4049 1/3 National Av	Southeastern San Diego	9
30	Logan Avenue / West of 45th Street across from Elizabeth Street	San Diego	CA	92113	4451 1/3 Logan Av	Southeastern San Diego	4
31	National Avenue / West of 43rd Street	San Diego	CA	92113	4296 1/3 National Av	Southeastern San Diego	9
32	Mira Mesa Blvd / West of Westview Pkwy (located in median)	San Diego	CA	92126	9462 1/3 Mira Mesa Blvd	Mira Mesa	6
33	Southeast corner Mira Mesa Blvd and Rickert Road	San Diego	CA	92126	9291 1/3 Mira Mesa Blvd	Mira Mesa	6
34	Westonhill Drive at Westmore Road	San Diego	CA	92126	8758 1/3 Westmore Rd	Mira Mesa	6
35	Southwest corner of Hillery Drive and Greenford Drive	San Diego	CA	92126	10588 1/3 Greenford Dr	Mira Mesa	6
36	Regan Rd at Reagan Ct	San Diego	CA	92126		Mira Mesa	6
37	Northeast corner of Avenida Del Gato and Valdosta Ave	San Diego	CA	92126	8190 1/3 Valdosta Ave	Mira Mesa	6
38	Northwest corner of Westmore Road and Summerdale Way	San Diego	CA	92126	8488 1/3 Westmore Rd	Mira Mesa	6
39	Montongo Street at Goleta Road	San Diego	CA	92126	10850 1/3 Montongo St	Mira Mesa	6
40	Parkdale Avenue at Windsong Road	San Diego	CA	92126		Mira Mesa	6
41	Southwest corner of Amantha Avenue and Berwyn Road	San Diego	CA	92126	10560 1/3 Amantha Av	Mira Mesa	6

Attachment: MUOP - AT&T Small Cell Site Locations – 5.25.2018

42	Flanders Drive at Amantha Avenue	San Diego	CA	92126	8051 1/3 Flanders Dr	Mira Mesa	6
43	Goldcoast Drive at Ambassador Avenue	San Diego	CA	92126	8190 1/3 Gold Coast Dr	Mira Mesa	6
44	Parkdale Avenue South of Goldcoast Dr	San Diego	CA	92126	10274 1/3 Parkdale Av	Mira Mesa	6
45	Northeast corner of 1st Ave & Hawthorn St	San Diego	CA	92101	2150 1/3 1st Av	Uptown	8
46	Southwest corner of Ivey St and Sixth Ave	San Diego	CA	92101	2150 1/3 6th Av	Uptown	8
47	Southwest corner of Sixth Ave and Grape Street	San Diego	CA	92101	551 Grape St	Uptown	8
48	Northwest corner of B Street and Sixth Ave	San Diego	CA	92102	530 1/3 B St	Downtown	8
49	Southwest corner of First Ave and A Street	San Diego	CA	92101	245 1/3 A St	Downtown	8
50	Northwest corner of Columbia St and A Street	San Diego	CA	92101		Downtown	8
51	Southeast corner of Ash St and Kettner Blvd	San Diego	CA	92101	605 1/3 W Ash St	Downtown	8
52	Southwest corner of Kettner and E Street	San Diego	CA	92101		Downtown	8
53	G Street / India St	San Diego	CA	92101		Centre City	8
54	Northwest corner of State St & E Street	San Diego	CA	92101		Centre City	8
55	Northwest corner of Front Street and F Street	San Diego	CA	92101	850 1/3 Front St	Centre City	8
56	Southwest corner of Mission Blvd and San Jose Pl	San Diego	CA	92109	3795 1/3 Mission Bl	Mission Beach	2

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

57	Northwest corner of Mission Blvd and Nahant Ct	San Diego	CA	92109	3550 1/3 Strandway	Mission Beach	2
58	W Mission Bay Dr / East of Gleason Road	San Diego	CA	92109	3202 1/3 Mariners Way	Mission Bay Park	2
59	Southwest corner of Mission Blvd and Capistrano	San Diego	CA	92109	2788 1/3 Mission Bl	Mission Beach	2
60	Southwest corner of Mission Blvd and San Luis Rey Pl	San Diego	CA	92109	2695 1/3 Mission Bl	Mission Beach	2
61	General Atomics Court and Tower Rd	San Diego	CA	92121	3551 1/3 General Atomics Ct	University	1
62	John J Hopkins Court / East of John J Hopkins Dr	San Diego	CA	92121	3570 1/3 John Hopkins Ct	University	1
63	Campus Point Dr / North of Campus Point Ct	San Diego	CA	92121	10175 1/3 Campus Point Dr	University	1
64	Campus Point Ct / West of Campus Point Dr (Qualcomm)	San Diego	CA	92121	4252 1/3 Campus Point Ct	University	1
65	Towne Centre Dr / East of Westerra Court	San Diego	CA	92121	9887 1/3 Towne Centre Dr	University	1
66	Northeast corner of Genesee Ave and Fez St	San Diego	CA	92121	9551 1/3 Genesee Av	University	1
67	Northeast corner of Renaissance Ave and Toscana Way	San Diego	CA	92122	5533 1/3 Renaissance Av	University	1
68	Renaissance Avenue / North of Shoreline Dr	San Diego	CA	92122	5401 1/3 Renaissance Av	University	1
69	Renaissance Ave / East of Town Centre Dr	San Diego	CA	92122		University	1
70	Nobel Dr / North of Via Las Ramblas	San Diego	CA	92122	4430 1/3 Nobel Dr	University	1

Attachment: MUOP - AT&T Small Cell Site Locations – 5.25.2018

71	Friars Rd / Southeast corner of east mall entrance	San Diego	CA	92108		Mission Valley	7
72	Riverwalk Dr / West of Avendida Del Rio	San Diego	CA	92109		Mission Valley	7
73	Elizabeth Street		CA			Southeastern San Diego	4
74	Garnet Ave in front of Sprouts parking lot	San Diego	CA	92109		Pacific Beach	2
75	Light in Northeast corner of parking lot/park	San Diego	CA	92109		Mission Beach	2
76	Sunset Cliffs Blvd / West of Nimitz Blvd	San Diego	CA	92107		Mission Bay Park	2
77	Northeast corner of State St & B St	San Diego	CA	92101		Downtown	8
78	Northeast corner of Pacific Hwy & E St	San Diego	CA	92132		Downtown	8
79	Southwest corner of Pacific Hwy & A St	San Diego	CA	92132		Downtown	8
80	Harbor Drive just south of Navy Pier	San Diego	CA	92101		Downtown	8
81	Parkdale Avenue at Alcamo Road	San Diego	CA	92126	10819 1/3 Parkdale Av	Mira Mesa	6
82	Sorrento Valley Road / East of Tripp Court	San Diego	CA	92121	11730 1/3 Sorrento Valley Rd	Torrey Pines	1
83	Sorrento Valley Road / in front of 11525 Sorrento Valley	San Diego	CA	92121	11525 1/3 Sorrento Valley Rd	Torrey Pines	1
84	Calle Mar De Mariposa / North of Corte De Sausalito	San Diego	CA	92130	10759 1/3 Calle Mar De Mariposa	Torrey Hills	1
85	Carmel Creek Road	San Diego	CA	92130	11655 1/3 Carmel Creek Rd	Carmel Valley	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

86	Northwest corner of Island Ave and Seventh Avenue	San Diego	CA	92101	699 1/3 Island Av	Downtown	8
87	Northwest corner of J Street and Sixth Avenue	San Diego	CA	92101		Downtown	8
88	South side of J St / West of 9th Ave	San Diego	CA	92101	897 1/3 J St	Downtown	8
89	Southwest corner of Eleventh Ave and J Street	San Diego	CA	92101	1095 1/3 J St	Downtown	8
90	Southwest corner of Tony Gwynn Dr & K Street	San Diego	CA	92101	649 1/3 K St	Downtown	8
91	Northeast corner of Park Blvd and Tenth Street	San Diego	CA	92101		Downtown	8
92	Perez Cove Way / West of SeaWorld Dr	San Diego	CA	92109	278 1/3 Sea World Dr	Mission Bay Park	2
93	Southwest corner of Camino Del Rio W and Moore Street	San Diego	CA	92110	3848 1/3 Greenwood St	Midway/Pacific Hwy	2
94	Midway Dr / West of Kemper	San Diego	CA	92110	3606 1/3 Midway Dr	Midway/Pacific Hwy	2
95	Southeast corner of Midway Drive and Sports Arena Blvd	San Diego	CA	92110	3838 1/3 Midway Dr	Midway/Pacific Hwy	2
96	Northwest corner of W Point Loma Blvd and Voltaire St	San Diego	CA	92107	5142 1/3 West Point Loma Bl	Ocean Beach	2
97	Brighton Ave and Spray Street	San Diego	CA	92107		Ocean Beach	2
98	Southeast corner of Santa Monica Ave and Abbott St	San Diego	CA	92107	5051 1/3 Santa Monica Av	Ocean Beach	2
99	Southeast corner of Newport Ave and Bacon Street	San Diego	CA	92107	4951 1/3 Newport Av	Ocean Beach	2

Attachment: MUOP - AT&T Small Cell Site Locations – 5.25.2018

100	Southwest corner of Sunset Cliffs Blvd & Saratoga Ave	San Diego	CA	92107	1984 1/3 Sunset Cliffs Bl	Ocean Beach	2
101	Palmilla Dr / South of Porte De Palmas	San Diego	CA	92122	7551 1/3 Palmilla Dr	University	1
102	SW corner of La Jolla Colony Dr and Palmilla Dr/Charmant Dr	San Diego	CA	92122	6550 1/3 La Jolla Colony Dr	University	1
103	Via Mallorca / South of Via Alicante	La Jolla	CA	92037	8413 1/3 Via Mallorca	University	1
104	Via Mallorca / North of Eucalyptus Ln / 8570 Via Mallorca	La Jolla	CA	92037		University	1
105	Gilman Dr / South of La Jolla Village Drive	La Jolla	CA	92037	8981 1/3 Gilman Dr	University	1
106	Southeast corner of Dunaway Drive and Torrey Pines Road	La Jolla	CA	92037	3701 1/3 Torrey Pines Rd	La Jolla	1
107	Southeast corner of Prestwick/Dunway Dr and Inverness Dr	La Jolla	CA	92037	8571 1/3 Prestwick Dr	La Jolla	1
108	Northwest corner of Torrey Pines rd and Princess St	La Jolla	CA	92037	1786 1/3 Torrey Pines Rd	La Jolla	1
109	Southeast corner of Soledad Ave and Kearsarge Rd	La Jolla	CA	92037	1703 1/3 Kearsarge Rd	La Jolla	1
110	Northeast corner of Herschel Ave and Silverado St	La Jolla	CA	92037	7865 1/3 Herschel Av	La Jolla	1
111	Northwest corner of Silverado St and Fay Ave	La Jolla	CA	92037	7825 1/3 Fay Av	La Jolla	1
112	Jenner St and Coast Boulevard	La Jolla	CA	92037	875 1/3 Coast Bl	La Jolla	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

113	Northeast corner of 30th Street and Martin Avenue	San Diego	CA	92113	Northeast corner of 30th Street and Martin Avenue	Southeastern San Diego	8
114	Ocean View Blvd between 31st and 32nd Streets	San Diego	CA	92113	Ocean View Blvd between 31st and 32nd Streets	Southeastern San Diego	8
115	National Avenue / West of 41st Street	San Diego	CA	92113	National Avenue / West of 41st Street	Southeastern San Diego	9
116	National Avenue / West of 43rd Street	San Diego	CA	92113	National Avenue / West of 43rd Street	Southeastern San Diego	9
117	Pell Place / East of Townsgate Dr	San Diego	CA	92130	Pell Place / East of Townsgate Dr	Carmel Valley	1
118	Mykonos Lane / West of Carmel Creek Road - at entrance to school	San Diego	CA	92130	Mykonos Lane / West of Carmel Creek Road - at entrance to school	Carmel Valley	1
119	Elijah Court / East of El Camino Real	San Diego	CA	92130	Elijah Court / East of El Camino Real	Carmel Valley	1
120	High Bluff Drive	San Diego	CA	92130	High Bluff Drive	Carmel Valley	1
121	Northwest corner of Carmel Vieww Road and Ruelle Alliante	San Diego	CA	92130	Northwest corner of Carmel Vieww Road and Ruelle Alliante	Carmel Valley	1
122	Northwest corner of Carmel View Road and Camino Mira Del Mar	San Diego	CA	92130	Northwest corner of Carmel View Road and Camino Mira Del Mar	Carmel Valley	1
123	Southeast corner of Carmel View Road and entrance to Pelagos	San Diego	CA	92130	Southeast corner of Carmel View Road and entrance to Pelagos	Carmel Valley	1
124	Sorrento Valley Road / East of Tripp Court	San Diego	CA	92121	Sorrento Valley Road / East of Tripp Court	Torrey Pines	1
125	Sorrento Valley Road / infront of 11525 Sorrento Valley	San Diego	CA	92121	Sorrento Valley Road / infront of 11525 Sorrento Valley	Torrey Pines	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

126	Calle Mar De Mariposa / North of Corte De Sausalito	San Diego	CA	92130	Calle Mar De Mariposa / North of Corte De Sausalito	Torrey Hills	1
127	Northwest corner of Ash St and 6th Avenue	San Diego	CA	92101	Northwest corner of Ash St and 6th Avenue	Downtown	3
128	Northeast corner of Sixth Ave and Broadway	San Diego	CA	92101	Northeast corner of Sixth Ave and Broadway	Downtown	3
129	Northeast corner of 3rd Ave and Ash Street	San Diego	CA	92101	Northeast corner of 3rd Ave and Ash Street	Downtown	3
130	3rd Ave / B Street	San Diego	CA	92101	3rd Ave / B Street	Downtown	3
131	Southwest corner of First Ave and A Street	San Diego	CA	92101	Southwest corner of First Ave and A Street	Downtown	3
132	Southeast corner of C Street and Front Street	San Diego	CA	92101	Southeast corner of C Street and Front Street	Downtown	3
133	Southwest corner of Union St and C Street	San Diego	CA	92101	Southwest corner of Union St and C Street	Downtown	3
134	Southwest corner of Columbia St and A Street	San Diego	CA	92101	Southwest corner of Columbia St and A Street	Downtown	3
135	Southeast corner of B St and Kettner Blvd	San Diego	CA	92101	Southeast corner of B St and Kettner Blvd	Downtown	3
136	Harbor Drive / Crosswalk light between Ash St & Broadway	San Diego	CA	92101	Harbor Drive / Crosswalk light between Ash St & Broadway	Downtown	3
137	Northeast corner of Harbor Drive and Broadway	San Diego	CA	92101	Northeast corner of Harbor Drive and Broadway	Downtown	3

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

138	Northwest corner of Front Street and F Street	San Diego	CA	92101	Northwest corner of Front Street and F Street	Downtown	3
139	Southeast corner of G Street and Second Avenue	San Diego	CA	92101	Southeast corner of G Street and Second Avenue	Downtown	3
140	Northwest corner of Market St and Fifth Avenue	San Diego	CA	92101	Northwest corner of Market St and Fifth Avenue	Downtown	3
141	Southwest corner of Eleventh Ave and J Street	San Diego	CA	92101	Southwest corner of Eleventh Ave and J Street	Downtown	3
142	Southeast corner of Dunaway Drive and Torrey Pines Road	La Jolla	CA	92037	Southeast corner of Dunaway Drive and Torrey Pines Road	La Jolla	1
143	Mira Mesa Blvd / West of Westview Pkwy (located in median)	San Diego	CA	92126	Mira Mesa Blvd / West of Westview Pkwy (located in median)	Mira Mesa	6
144	Westonhill Drive at Westmore Road	San Diego	CA	92126	Westonhill Drive at Westmore Road	Mira Mesa	6
145	Southwest corner of Hillery Drive and Greenford Drive	San Diego	CA	92126	Southwest corner of Hillery Drive and Greenford Drive	Mira Mesa	6
146	Reagan Road at Baron Lane	San Diego	CA	92126	Reagan Road at Baron Lane	Mira Mesa	6
147	Northeast corner of Avenida Del Gato and Valdosta Ave	San Diego	CA	92126	Northeast corner of Avenida Del Gato and Valdosta Ave	Mira Mesa	6
148	Northwest corner of Westmore Road and Summerdale Way	San Diego	CA	92126	Northwest corner of Westmore Road and Summerdale Way	Mira Mesa	6
149	Montongo Street at Goleta Road	San Diego	CA	92126	Montongo Street at Goleta Road	Mira Mesa	6

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

150	Southwest corner of Amantha Avenue and Berwyn Road	San Diego	CA	92126	Southwest corner of Amantha Avenue and Berwyn Road	Mira Mesa	6
151	Flanders Drive at Amantha Avenue	San Diego	CA	92126	Flanders Drive at Amantha Avenue	Mira Mesa	6
152	Goldcoast Drive at Ambassador Avenue	San Diego	CA	92126	Goldcoast Drive at Ambassador Avenue	Mira Mesa	6
153	Parkdale Avenue South of Goldcoast Dr	San Diego	CA	92126	Parkdale Avenue South of Goldcoast Dr	Mira Mesa	6
154	Parkdale Avenue at Alcamo Road	San Diego	CA	92126	Parkdale Avenue at Alcamo Road	Mira Mesa	6
155	Northeast corner of Mission Center Road and Camino del Rio South	San Diego	CA	92108	Northeast corner of Mission Center Road and Camino del Rio South	Mission Valley	7
156	Camino del Rio South / East of Mission Center Road	San Diego	CA	92108	Camino del Rio South / East of Mission Center Road	Mission Valley	7
157	Camino del Rio North / East of Mission Center Road	San Diego	CA	92108	Camino del Rio North / East of Mission Center Road	Mission Valley	7
158	Naylor Road / South of Bibler Drive	San Diego	CA	92173	Naylor Road / South of Bibler Drive	San Ysidro	8
159	Wittman Way and Kaneko Court	San Diego	CA	92173	Wittman Way and Kaneko Court	San Ysidro	8
160	Southeast corner of Anella Road and Okeefe St	San Diego	CA	92173	Southeast corner of Anella Road and Okeefe St	San Ysidro	8
161	Southwest corner of Naylor Road and Tridle Way	San Diego	CA	92173	Southwest corner of Naylor Road and Tridle Way	San Ysidro	8

Attachment: MUOP - AT&T Small Cell Site Locations – 5.25.2018

162	Sipes Lane / East of Coral Gate Lane	San Diego	CA	92173	Sipes Lane / East of Coral Gate Lane	San Ysidro	8
163	Southwest corner of Anella Road and Sipes lane	San Diego	CA	92173	Southwest corner of Anella Road and Sipes lane	San Ysidro	8
164	Sycamore Road and Sunrise Dr	San Diego	CA	92173	Sycamore Road and Sunrise Dr	San Ysidro	8
165	Camino De La Plaza / East of Willow	San Diego	CA	92173	Camino De La Plaza / East of Willow	San Ysidro	8
166	Virginia Avenue / South of San Ysidro Blvd	San Diego	CA	92173	Virginia Avenue / South of San Ysidro Blvd	San Ysidro	8
167	Mira Mesa Blvd / West of Scanton Road	San Diego	CA	92121	Mira Mesa Blvd / West of Scanton Road	Mira Mesa	6
168	Directors Place	San Diego	CA	92121	Directors Place	Mira Mesa	6

Exhibit B: Site Plans

Exhibit C: Annual Approved Site List

EXHIBIT C

Permittee_

Date _____

MUOP Agreement #

[illegible]

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 (800) 638-2822**.

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.

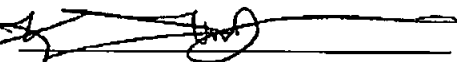
Pledge of Compliance with Equal Pay Ordinance

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in San Diego Municipal Code sections 22.4807 through 22.4809, and that you will require any City-approved sublessee to certify in writing that the sublessee will comply with the Equal Pay Ordinance prior to entering into any sublease.

This pledge applies to property address: Various Small Cell installations on City Light Poles

Date: June 13, 2018

LESSEE: New Cingular Wireless PCS LLC, a
Delaware Limited Liability Company

By: 

Name: Kevin McGee

Title: Sr. Tech Project Management



THE CITY OF SAN DIEGO

DATE OF NOTICE: May 25, 2018

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 21000022

PROJECT NO:	N/A
PROJECT NAME:	AT&T Master Use and Occupancy Permit (MUOP) for Installation of a Small Cell Network – May 2018
COMMUNITY PLAN AREA:	Uptown, University, Mira Mesa, La Jolla, Downtown, Mission Valley, Mission Beach, Ocean Beach, Pacific Beach, Midway, Southeastern San Diego, Torrey Pines, Mission Bay Park, Carmel Valley, San Ysidro, Torrey Hills
COUNCIL DISTRICT:	1, 2, 3, 4, 6, 7, 8, 9
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 in various locations throughout the City of San Diego. The Small Cell Network would consist of 168 sites. The sites would be installed on City of San Diego owned street lights and traffic signals (located only in Downtown San Diego). The small cell network would be built within the public right of way. Each of the small cell sites would consist of an antenna with associated radio and equipment and a power switch that would be placed on the existing streetlight, or traffic signal (located only in Downtown San Diego), at each site. Some installations would involve the replacement of a streetlight.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Staff

ENVIRONMENTAL DETERMINATION: CEQA Exemption 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction)

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 Sections 15301 and 15302, 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, and replacement of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, respectively. 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 May 25, 2018 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 11, 2018). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD	
Posted	<u>MAY 25 2018</u> <i>ml</i>
Removed	<u>JUN 12 2018</u>
Posted by	<u>myralee</u>

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

	Site Location	City	State	Zip	1/3 Address	Community Planning group	Area District
1	Naylor Road / South of Bibler Drive	San Diego	CA	92173	3107 1/3 Naylor Rd	San Ysidro	8
2	Wittman Way and Kaneko Court	San Diego	CA	92173	3122 1/3 Wittman Way	San Ysidro	8
3	Southeast corner of Anella Road and Okeefe St	San Diego	CA	92173	3347 1/3 Anella Rd	San Ysidro	8
4	Southwest corner of Naylor Road and Tridle Way	San Diego	CA	92173	3521 1/3 Tridle Way	San Ysidro	8
5	Sipes Lane / East of Coral Gate Lane	San Diego	CA	92173	3805 1/3 Sipes Ln	San Ysidro	8
6	Southwest corner of Anella Road and Sipes lane	San Diego	CA	92173	3744 1/3 Sipes Ln	San Ysidro	8
7	Sycamore Road and Sunrise Dr	San Diego	CA	92173		San Ysidro	8
8	End of Sycamore Road at entrance to park	San Diego	CA	92173		San Ysidro	8
9	Camino De La Plaza / West of Virginia Avenue	San Diego	CA	92173	4457 1/3 Camino De La Plaza	San Ysidro	8
10	Camino De La Plaza / East of Willow	San Diego	CA	92173		San Ysidro	8
11	San Ysidro Blvd	San Diego	CA	92173	674 1/3 San Ysidro	San Ysidro	8
12	Virginia Avenue / South of San Ysidro Blvd	San Diego	CA	92173	110 1/3 Virginia (SB) Av	San Ysidro	8
13	Pell Place / East of Townsgate Dr	San Diego	CA	92130	3854 1/3 Pell Pl	Carmel Valley	1
14	Mykonos Lane / West of Carmel Creek Road - at entrance to school	San Diego	CA	92130	3811 1/3 Mykonos Ln	Carmel Valley	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

15	Elijah Court / East of El Camino Real	San Diego	CA	92130		Carmel Valley	1
16	High Bluff Drive	San Diego	CA	92130	12553 1/3 High Bluff Dr	Carmel Valley	1
17	Northwest corner of Carmel Vieww Road and Ruelle Alliante	San Diego	CA	92130	4251 1/3 Carmel View Rd	Carmel Valley	1
18	Northwest corner of Carmel View Road and Camino Mira Del Mar	San Diego	CA	92130	4017 1/3 Carmel View Rd	Carmel Valley	1
19	Southeast corner of Carmel View Road and entrance to Pelagos	San Diego	CA	92130	3741 1/3 Carmel View Rd	Carmel Valley	1
20	Mira Mesa Blvd / West of Scanton Road	San Diego	CA	92121	5302 1/3 Mira Mesa Bl	Torrey Pines	6
21	Directors Place	San Diego	CA	92121	4923 1/3 Directors Pl	Torrey Pines	6
22	Northeast corner of Mission Center Road and Camino del Rio South	San Diego	CA	92108	1065 1/3 Camino Del Rio South	Mission Valley	7
23	Camino del Rio South / East of Mission Center Road	San Diego	CA	92108	1065 1/3 Camino Del Rio South	Mission Valley	7
24	Camino del Rio North / East of Mission Center Road	San Diego	CA	92108	1380 1/3 Camino DeL Rio North	Mission Valley	7
25	Camino De La Reina / East of Mission Center Road	San Diego	CA	92108	1274 1/3 Camino de la Reina	Mission Valley	7
26	Clay Avenue/ West of 30th Street	San Diego	CA	92113	246 1/3 S 30th St	Southeastern San Diego	8
27	Northeast corner of 30th Street and Martin Avenue	San Diego	CA	92113	639 1/3 S 30th St	Southeastern San Diego	8

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

28	Ocean View Blvd between 31st and 32nd Streets	San Diego	CA	92113	3135 1/3 Ocean View Bl	Southeastern San Diego	8
29	National Avenue / West of 41st Street	San Diego	CA	92113	4049 1/3 National Av	Southeastern San Diego	9
30	Logan Avenue / West of 45th Street across from Elizabeth Street	San Diego	CA	92113	4451 1/3 Logan Av	Southeastern San Diego	4
31	National Avenue / West of 43rd Street	San Diego	CA	92113	4296 1/3 National Av	Southeastern San Diego	9
32	Mira Mesa Blvd / West of Westview Pkwy (located in median)	San Diego	CA	92126	9462 1/3 Mira Mesa Blvd	Mira Mesa	6
33	Southeast corner Mira Mesa Blvd and Rickert Road	San Diego	CA	92126	9291 1/3 Mira Mesa Blvd	Mira Mesa	6
34	Westonhill Drive at Westmore Road	San Diego	CA	92126	8758 1/3 Westmore Rd	Mira Mesa	6
35	Southwest corner of Hillery Drive and Greenford Drive	San Diego	CA	92126	10588 1/3 Greenford Dr	Mira Mesa	6
36	Regan Rd at Reagan Ct	San Diego	CA	92126		Mira Mesa	6
37	Northeast corner of Avenida Del Gato and Valdosta Ave	San Diego	CA	92126	8190 1/3 Valdosta Ave	Mira Mesa	6
38	Northwest corner of Westmore Road and Summerdale Way	San Diego	CA	92126	8488 1/3 Westmore Rd	Mira Mesa	6
39	Montongo Street at Goleta Road	San Diego	CA	92126	10850 1/3 Montongo St	Mira Mesa	6
40	Parkdale Avenue at Windsong Road	San Diego	CA	92126		Mira Mesa	6
41	Southwest corner of Amantha Avenue and Berwyn Road	San Diego	CA	92126	10560 1/3 Amantha Av	Mira Mesa	6

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

42	Flanders Drive at Amantha Avenue	San Diego	CA	92126	8051 1/3 Flanders Dr	Mira Mesa	6
43	Goldcoast Drive at Ambassador Avenue	San Diego	CA	92126	8190 1/3 Gold Coast Dr	Mira Mesa	6
44	Parkdale Avenue South of Goldcoast Dr	San Diego	CA	92126	10274 1/3 Parkdale Av	Mira Mesa	6
45	Northeast corner of 1st Ave & Hawthorn St	San Diego	CA	92101	2150 1/3 1st Av	Uptown	8
46	Southwest corner of Ivey St and Sixth Ave	San Diego	CA	92101	2150 1/3 6th Av	Uptown	8
47	Southwest corner of Sixth Ave and Grape Street	San Diego	CA	92101	551 Grape St	Uptown	8
48	Northwest corner of B Street and Sixth Ave	San Diego	CA	92102	530 1/3 B St	Downtown	8
49	Southwest corner of First Ave and A Street	San Diego	CA	92101	245 1/3 A St	Downtown	8
50	Northwest corner of Columbia St and A Street	San Diego	CA	92101		Downtown	8
51	Southeast corner of Ash St and Kettner Blvd	San Diego	CA	92101	605 1/3 W Ash St	Downtown	8
52	Southwest corner of Kettner and E Street	San Diego	CA	92101		Downtown	8
53	G Street / India St	San Diego	CA	92101		Centre City	8
54	Northwest corner of State St & E Street	San Diego	CA	92101		Centre City	8
55	Northwest corner of Front Street and F Street	San Diego	CA	92101	850 1/3 Front St	Centre City	8
56	Southwest corner of Mission Blvd and San Jose Pl	San Diego	CA	92109	3795 1/3 Mission Bl	Mission Beach	2

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

57	Northwest corner of Mission Blvd and Nahant Ct	San Diego	CA	92109	3550 1/3 Strandway	Mission Beach	2
58	W Mission Bay Dr / East of Gleason Road	San Diego	CA	92109	3202 1/3 Mariners Way	Mission Bay Park	2
59	Southwest corner of Mission Blvd and Capistrano	San Diego	CA	92109	2788 1/3 Mission Bl	Mission Beach	2
60	Southwest corner of Mission Blvd and San Luis Rey Pl	San Diego	CA	92109	2695 1/3 Mission Bl	Mission Beach	2
61	General Atomics Court and Tower Rd	San Diego	CA	92121	3551 1/3 General Atomics Ct	University	1
62	John J Hopkins Court / East of John J Hopkins Dr	San Diego	CA	92121	3570 1/3 John Hopkins Ct	University	1
63	Campus Point Dr / North of Campus Point Ct	San Diego	CA	92121	10175 1/3 Campus Point Dr	University	1
64	Campus Point Ct / West of Campus Point Dr (Qualcomm)	San Diego	CA	92121	4252 1/3 Campus Point Ct	University	1
65	Towne Centre Dr / East of Westerra Court	San Diego	CA	92121	9887 1/3 Towne Centre Dr.	University	1
66	Northeast corner of Genesee Ave and Fez St	San Diego	CA	92121	9551 1/3 Genesee Av	University	1
67	Northeast corner of Renaissance Ave and Toscana Way	San Diego	CA	92122	5533 1/3 Renaissance Av	University	1
68	Renaissance Avenue / North of Shoreline Dr	San Diego	CA	92122	5401 1/3 Renaissance Av	University	1
69	Renaissance Ave / East of Town Centre Dr	San Diego	CA	92122		University	1
70	Nobel Dr / North of Via Las Ramblas	San Diego	CA	92122	4430 1/3 Nobel Dr	University	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

71	Friars Rd / Southeast corner of east mall entrance	San Diego	CA	92108		Mission Valley	7
72	Riverwalk Dr / West of Avendida Del Rio	San Diego	CA	92109		Mission Valley	7
73	Elizabeth Street		CA			Southeastern San Diego	4
74	Garnet Ave in front of Sprouts parking lot	San Diego	CA	92109		Pacific Beach	2
75	Light in Northeast corner of parking lot/park	San Diego	CA	92109		Mission Beach	2
76	Sunset Cliffs Blvd / West of Nimitz Blvd	San Diego	CA	92107		Mission Bay Park	2
77	Northeast corner of State St & B St	San Diego	CA	92101		Downtown	8
78	Northeast corner of Pacific Hwy & E St	San Diego	CA	92132		Downtown	8
79	Southwest corner of Pacific Hwy & A St	San Diego	CA	92132		Downtown	8
80	Harbor Drive just south of Navy Pier	San Diego	CA	92101		Downtown	8
81	Parkdale Avenue at Alcamo Road	San Diego	CA	92126	10819 1/3 Parkdale Av	Mira Mesa	6
82	Sorrento Valley Road / East of Tripp Court	San Diego	CA	92121	11730 1/3 Sorrento Valley Rd	Torrey Pines	1
83	Sorrento Valley Road / in front of 11525 Sorrento Valley	San Diego	CA	92121	11525 1/3 Sorrento Valley Rd	Torrey Pines	1
84	Calle Mar De Mariposa / North of Corte De Sausalito	San Diego	CA	92130	10759 1/3 Calle Mar De Mariposa	Torrey Hills	1
85	Carmel Creek Road	San Diego	CA	92130	11655 1/3 Carmel Creek Rd	Carmel Valley	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

86	Northwest corner of Island Ave and Seventh Avenue	San Diego	CA	92101	699 1/3 Island Av	Downtown	8
87	Northwest corner of J Street and Sixth Avenue	San Diego	CA	92101		Downtown	8
88	South side of J St / West of 9th Ave	San Diego	CA	92101	897 1/3 J St	Downtown	8
89	Southwest corner of Eleventh Ave and J Street	San Diego	CA	92101	1095 1/3 J St	Downtown	8
90	Southwest corner of Tony Gwynn Dr & K Street	San Diego	CA	92101	649 1/3 K St	Downtown	8
91	Northeast corner of Park Blvd and Tenth Street	San Diego	CA	92101		Downtown	8
92	Perez Cove Way / West of SeaWorld Dr	San Diego	CA	92109	278 1/3 Sea World Dr	Mission Bay Park	2
93	Southwest corner of Camino Del Rio W and Moore Street	San Diego	CA	92110	3848 1/3 Greenwood St	Midway/Pacific Hwy	2
94	Midway Dr / West of Kemper	San Diego	CA	92110	3606 1/3 Midway Dr	Midway/Pacific Hwy	2
95	Southeast corner of Midway Drive and Sports Arena Blvd	San Diego	CA	92110	3838 1/3 Midway Dr	Midway/Pacific Hwy	2
96	Northwest corner of W Point Loma Blvd and Voltaire St	San Diego	CA	92107	5142 1/3 West Point Loma Bl	Ocean Beach	2
97	Brighton Ave and Spray Street	San Diego	CA	92107		Ocean Beach	2
98	Southeast corner of Santa Monica Ave and Abbott St	San Diego	CA	92107	5051 1/3 Santa Monica Av	Ocean Beach	2
99	Southeast corner of Newport Ave and Bacon Street	San Diego	CA	92107	4951 1/3 Newport Av	Ocean Beach	2

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

100	Southwest corner of Sunset Cliffs Blvd & Saratoga Ave	San Diego	CA	92107	1984 1/3 Sunset Cliffs Bl	Ocean Beach	2
101	Palmilla Dr / South of Porte De Palmas	San Diego	CA	92122	7551 1/3 Palmilla Dr	University	1
102	SW corner of La Jolla Colony Dr and Palmilla Dr/Charmant Dr	San Diego	CA	92122	6550 1/3 La Jolla Colony Dr	University	1
103	Via Mallorca / South of Via Alicante	La Jolla	CA	92037	8413 1/3 Via Mallorca	University	1
104	Via Mallorca / North of Eucalyptus Ln / 8570 Via Mallorca	La Jolla	CA	92037		University	1
105	Gilman Dr / South of La Jolla Village Drive	La Jolla	CA	92037	8981 1/3 Gilman Dr	University	1
106	Southeast corner of Dunaway Drive and Torrey Pines Road	La Jolla	CA	92037	3701 1/3 Torrey Pines Rd	La Jolla	1
107	Southeast corner of Prestwick/Dunway Dr and Inverness Dr	La Jolla	CA	92037	8571 1/3 Prestwick Dr	La Jolla	1
108	Northwest corner of Torrey Pines rd and Princess St	La Jolla	CA	92037	1786 1/3 Torrey Pines Rd	La Jolla	1
109	Southeast corner of Soledad Ave and Kearsarge Rd	La Jolla	CA	92037	1703 1/3 Kearsarge Rd	La Jolla	1
110	Northeast corner of Herschel Ave and Silverado St	La Jolla	CA	92037	7865 1/3 Herschel Av	La Jolla	1
111	Northwest corner of Silverado St and Fay Ave	La Jolla	CA	92037	7825 1/3 Fay Av	La Jolla	1
112	Jenner St and Coast Boulevard	La Jolla	CA	92037	875 1/3 Coast Bl	La Jolla	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

113	Northeast corner of 30th Street and Martin Avenue	San Diego	CA	92113	Northeast corner of 30th Street and Martin Avenue	Southeastern San Diego	8
114	Ocean View Blvd between 31st and 32nd Streets	San Diego	CA	92113	Ocean View Blvd between 31st and 32nd Streets	Southeastern San Diego	8
115	National Avenue / West of 41st Street	San Diego	CA	92113	National Avenue / West of 41st Street	Southeastern San Diego	9
116	National Avenue / West of 43rd Street	San Diego	CA	92113	National Avenue / West of 43rd Street	Southeastern San Diego	9
117	Pell Place / East of Townsgate Dr	San Diego	CA	92130	Pell Place / East of Townsgate Dr	Carmel Valley	1
118	Mykonos Lane / West of Carmel Creek Road - at entrance to school	San Diego	CA	92130	Mykonos Lane / West of Carmel Creek Road - at entrance to school	Carmel Valley	1
119	Elijah Court / East of El Camino Real	San Diego	CA	92130	Elijah Court / East of El Camino Real	Carmel Valley	1
120	High Bluff Drive	San Diego	CA	92130	High Bluff Drive	Carmel Valley	1
121	Northwest corner of Carmel Vieww Road and Ruelle Alliante	San Diego	CA	92130	Northwest corner of Carmel Vieww Road and Ruelle Alliante	Carmel Valley	1
122	Northwest corner of Carmel View Road and Camino Mira Del Mar	San Diego	CA	92130	Northwest corner of Carmel View Road and Camino Mira Del Mar	Carmel Valley	1
123	Southeast corner of Carmel View Road and entrance to Pelagos	San Diego	CA	92130	Southeast corner of Carmel View Road and entrance to Pelagos	Carmel Valley	1
124	Sorrento Valley Road / East of Tripp Court	San Diego	CA	92121	Sorrento Valley Road / East of Tripp Court	Torrey Pines	1
125	Sorrento Valley Road / infront of 11525 Sorrento Valley	San Diego	CA	92121	Sorrento Valley Road / infront of 11525 Sorrento Valley	Torrey Pines	1

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

126	Calle Mar De Mariposa / North of Corte De Sausalito	San Diego	CA	92130	Calle Mar De Mariposa / North of Corte De Sausalito	Torrey Hills	1
127	Northwest corner of Ash St and 6th Avenue	San Diego	CA	92101	Northwest corner of Ash St and 6th Avenue	Downtown	3
128	Northeast corner of Sixth Ave and Broadway	San Diego	CA	92101	Northeast corner of Sixth Ave and Broadway	Downtown	3
129	Northeast corner of 3rd Ave and Ash Street	San Diego	CA	92101	Northeast corner of 3rd Ave and Ash Street	Downtown	3
130	3rd Ave / B Street	San Diego	CA	92101	3rd Ave / B Street	Downtown	3
131	Southwest corner of First Ave and A Street	San Diego	CA	92101	Southwest corner of First Ave and A Street	Downtown	3
132	Southeast corner of C Street and Front Street	San Diego	CA	92101	Southeast corner of C Street and Front Street	Downtown	3
133	Southwest corner of Union St and C Street	San Diego	CA	92101	Southwest corner of Union St and C Street	Downtown	3
134	Southwest corner of Columbia St and A Street	San Diego	CA	92101	Southwest corner of Columbia St and A Street	Downtown	3
135	Southeast corner of B St and Kettner Blvd	San Diego	CA	92101	Southeast corner of B St and Kettner Blvd	Downtown	3
136	Harbor Drive / Crosswalk light between Ash St & Broadway	San Diego	CA	92101	Harbor Drive / Crosswalk light between Ash St & Broadway	Downtown	3
137	Northeast corner of Harbor Drive and Broadway	San Diego	CA	92101	Northeast corner of Harbor Drive and Broadway	Downtown	3

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

138	Northwest corner of Front Street and F Street	San Diego	CA	92101	Northwest corner of Front Street and F Street	Downtown	3
139	Southeast corner of G Street and Second Avenue	San Diego	CA	92101	Southeast corner of G Street and Second Avenue	Downtown	3
140	Northwest corner of Market St and Fifth Avenue	San Diego	CA	92101	Northwest corner of Market St and Fifth Avenue	Downtown	3
141	Southwest corner of Eleventh Ave and J Street	San Diego	CA	92101	Southwest corner of Eleventh Ave and J Street	Downtown	3
142	Southeast corner of Dunaway Drive and Torrey Pines Road	La Jolla	CA	92037	Southeast corner of Dunaway Drive and Torrey Pines Road	La Jolla	1
143	Mira Mesa Blvd / West of Westview Pkwy (located in median)	San Diego	CA	92126	Mira Mesa Blvd / West of Westview Pkwy (located in median)	Mira Mesa	6
144	Westonhill Drive at Westmore Road	San Diego	CA	92126	Westonhill Drive at Westmore Road	Mira Mesa	6
145	Southwest corner of Hillery Drive and Greenford Drive	San Diego	CA	92126	Southwest corner of Hillery Drive and Greenford Drive	Mira Mesa	6
146	Reagan Road at Baron Lane	San Diego	CA	92126	Reagan Road at Baron Lane	Mira Mesa	6
147	Northeast corner of Avenida Del Gato and Valdosta Ave	San Diego	CA	92126	Northeast corner of Avenida Del Gato and Valdosta Ave	Mira Mesa	6
148	Northwest corner of Westmore Road and Summerdale Way	San Diego	CA	92126	Northwest corner of Westmore Road and Summerdale Way	Mira Mesa	6
149	Montongo Street at Goleta Road	San Diego	CA	92126	Montongo Street at Goleta Road	Mira Mesa	6

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

150	Southwest corner of Amantha Avenue and Berwyn Road	San Diego	CA	92126	Southwest corner of Amantha Avenue and Berwyn Road	Mira Mesa	6
151	Flanders Drive at Amantha Avenue	San Diego	CA	92126	Flanders Drive at Amantha Avenue	Mira Mesa	6
152	Goldcoast Drive at Ambassador Avenue	San Diego	CA	92126	Goldcoast Drive at Ambassador Avenue	Mira Mesa	6
153	Parkdale Avenue South of Goldcoast Dr	San Diego	CA	92126	Parkdale Avenue South of Goldcoast Dr	Mira Mesa	6
154	Parkdale Avenue at Alcamo Road	San Diego	CA	92126	Parkdale Avenue at Alcamo Road	Mira Mesa	6
155	Northeast corner of Mission Center Road and Camino del Rio South	San Diego	CA	92108	Northeast corner of Mission Center Road and Camino del Rio South	Mission Valley	7
156	Camino del Rio South / East of Mission Center Road	San Diego	CA	92108	Camino del Rio South / East of Mission Center Road	Mission Valley	7
157	Camino del Rio North / East of Mission Center Road	San Diego	CA	92108	Camino del Rio North / East of Mission Center Road	Mission Valley	7
158	Naylor Road / South of Bibler Drive	San Diego	CA	92173	Naylor Road / South of Bibler Drive	San Ysidro	8
159	Wittman Way and Kaneko Court	San Diego	CA	92173	Wittman Way and Kaneko Court	San Ysidro	8
160	Southeast corner of Anella Road and Okeefe St	San Diego	CA	92173	Southeast corner of Anella Road and Okeefe St	San Ysidro	8
161	Southwest corner of Naylor Road and Tridle Way	San Diego	CA	92173	Southwest corner of Naylor Road and Tridle Way	San Ysidro	8

Attachment: MUOP - AT&T Small Cell Site Locations - 5.25.2018

162	Sipes Lane / East of Coral Gate Lane	San Diego	CA	92173	Sipes Lane / East of Coral Gate Lane	San Ysidro	8
163	Southwest corner of Anella Road and Sipes lane	San Diego	CA	92173	Southwest corner of Anella Road and Sipes lane	San Ysidro	8
164	Sycamore Road and Sunrise Dr	San Diego	CA	92173	Sycamore Road and Sunrise Dr	San Ysidro	8
165	Camino De La Plaza / East of Willow	San Diego	CA	92173	Camino De La Plaza / East of Willow	San Ysidro	8
166	Virginia Avenue / South of San Ysidro Blvd	San Diego	CA	92173	Virginia Avenue / South of San Ysidro Blvd	San Ysidro	8
167	Mira Mesa Blvd / West of Scanton Road	San Diego	CA	92121	Mira Mesa Blvd / West of Scanton Road	Mira Mesa	6
168	Directors Place	San Diego	CA	92121	Directors Place	Mira Mesa	6