



**CITY OF SAN DIEGO
TELECOMMUNICATIONS SUBLEASE**

between

THE CITY OF SAN DIEGO

and

NORTH COUNTY TRANSIT DISTRICT

at

MOUNT SOLEDAD SIGNAL STATION

**CITY OF SAN DIEGO
TELECOMMUNICATIONS SUBLEASE**

This CITY OF SAN DIEGO TELECOMMUNICATIONS SUBLEASE [Sublease] is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation [CITY and SUBLESSOR], and THE NORTH COUNTY TRANSIT DISTRICT, a public agency existing under the laws of the State of California, pursuant to California Public Utility Code Sections 125000, et seq. [SUBLESSEE], hereinafter collectively referred to as the "Parties," to be effective on 7/1/2014 [Effective Date], once the Sublease is approved by the San Diego City Attorney and THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy [GOVERNMENT and LESSOR].

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

1. DEFINITIONS.

For the purposes of this Sublease, the terms listed below are defined as follows:

- 1.1. "CITY Lease" – that certain Lease made by and between the CITY and the GOVERNMENT, attached hereto as Exhibit G.
- 1.2. "Commanding Officer" – the designated Commanding Officer of Naval Facilities Engineering Command Southwest.
- 1.3. "Communications Equipment" – includes, but is not limited to, antenna structures, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures, more particularly described in Exhibit C.
- 1.4. "Hazardous Substances" – those any hazardous liquid, solid, or gaseous material substances listed by the United States Environmental Protection Agency [EPA] in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances, and any type of petroleum-related substances and their chemical constituents.
- 1.5. "SUBLESSEE'S Operations" – SUBLESSEE'S development, occupancy, use, restoration, and/or maintenance of the "Site" (defined below) and "Premises" (defined below).
- 1.6. "Premises" – that certain portion of the "Site" (defined below) used by SUBLESSEE, more particularly described in Exhibit A.

- 1.7. "Site" – that certain parcel of United States-owned real property located in the City of San Diego, County of San Diego, State of California, more particularly described in Exhibit A.

2. SUBLEASED PROPERTY.

- 2.1. Sublease of Premises. Under the terms and conditions of this Sublease, CITY subleases to SUBLESSEE and SUBLESSEE subleases from CITY, the Premises.

- 2.2. Access to Site/Parking/Security. Unless otherwise provided, SUBLESSEE, its agents, employees, and contractors, will be granted reasonable access to the Premises under this Sublease.

2.2.1. SUBLESSEE, and its agents, employees, and contractors, agree to adhere to all GOVERNMENT rules and regulations regarding ingress and egress, safety and sanitation as may be prescribed from time to time by the Commanding Officer. SUBLESSEE, and its agents, employees, and contractors, shall coordinate parking with the appropriate office of the GOVERNMENT. SUBLESSEE shall only enter the Premises using such access points as shown or described in Exhibit A.

2.2.2. SUBLESSEE is required to comply with all applicable security rules, regulations, and procedures issued by the Commanding Officer. Any and all agents, employees, and contractors of SUBLESSEE that are required by the GOVERNMENT to do so, shall obtain a security clearance to access the Premises. Failure to obtain the required security clearance shall result in denial of access to the Premises. SUBLESSEE agrees to hold harmless the GOVERNMENT and CITY from any liability of any nature for financial or other losses incurred by the SUBLESSEE by reason of the failure of SUBLESSEE'S agents, employees or contractors to obtain security clearance for access to the Premises.

3. USES.

SUBLESSEE shall use the Premises solely and exclusively for the purposes, with proper permits and approvals obtained, of modifying, maintaining, operating, and removing, all at SUBLESSEE'S sole cost and expense, a wireless communication facility on the Premises, including, without limitation, SUBLESSEE'S Communications Equipment.

- 3.1. Continuous Use. SUBLESSEE shall continuously occupy and use the Premises throughout the term of this Sublease (as defined below).

- 3.2. Unauthorized Use. SUBLESSEE shall not operate its Communication Equipment or use the Premises or Site for other related or incidental activities of any kind without prior written consent by the CITY and GOVERNMENT in each instance. The use of the Premises or Site for any unconsented, illegal, or non-permitted purpose shall constitute a default of this Sublease. Notwithstanding any provision of this Sublease to the contrary, upon such default, CITY may, in its sole discretion, terminate this Sublease immediately upon written notice to SUBLESSEE.
-

4. **TERM.**

The term of this Sublease [Term] shall be five (5) years commencing on the Effective Date, with an additional five (5) year option with Market Rate Adjustment. "Lease Year" shall mean each twelve 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 day.

- 4.1. Holdover. SUBLESSEE may not continue in possession of the Premises past the expiration or earlier termination of this Sublease.
- 4.2. Surrender. Upon the expiration or earlier termination of this Sublease, SUBLESSEE shall surrender the Premises to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from SUBLESSEE'S Operations. SUBLESSEE shall surrender the Premises in the same condition as it was on the Effective Date, normal wear and tear excepted.
- 4.3. Early Termination of CITY Lease by GOVERNMENT. GOVERNMENT may exercise its right of early termination of the CITY Lease, which may occur for any reason upon one hundred and twenty (120) days written notice to CITY. Further, GOVERNMENT may terminate the CITY Lease in the event of a national emergency declared by the President or the Congress, and such termination may be immediate, without any notice to CITY. In the event of either such early termination by GOVERNMENT, this Sublease shall also terminate and SUBLESSEE hereby waives any and all claims against CITY that may result from such early termination.

5. **RENT.**

SUBLESSEE shall pay to CITY rent in the amount of two thousand dollars (\$2,000.00) per month, in arrears, subject to annual adjustments as of the first day of the second Sublease Year and each Sublease Year thereafter, as follows:

Sublease Year Two	\$2,060.00
Sublease Year Three	\$2,121.80
Sublease Year Four	\$2,185.45

Sublease Year Five	\$2,251.02
Sublease Year Six	Market Rent Adjustment by Appraisal if additional five (5) year option is exercised.
Sublease Year Seven - Ten	Annual rent escalation equal to three percent (3%).

The above rent schedule for Sublease Years two through five reflects an annual rent escalation equal to **three percent (3%)** above the annual rent for each preceding Sublease Year. If SUBLESSEE exercises the additional five (5) year option, the rent for Sublease Year six may be adjusted upward pursuant to the "Market Rent Adjustments by Appraisal" section, below. If this option is exercised, the rent for Sublease Years seven through ten will include annual rent escalation equal to **three percent (3%)** above the annual rent for each preceding Sublease Year.

5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Sublease Year, the rent for the sixth Sublease Year of the Term shall be determined by an appraisal, to be effective as of the first day of the sixth Sublease Year [Adjustment Date]. Such appraisal shall be performed by a staff appraiser of CITY'S Real Estate Assets Department [READ] or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases [Qualified Appraiser] and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Premises, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, SUBLESSEE shall continue to pay rent in accordance with the then-existing Sublease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by SUBLESSEE to CITY within thirty (30) calendar days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in effect immediately prior to the Adjustment Date. CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the rent for the remaining five Sublease Years shall be set at three percent (3%) above the annual rent for each preceding Sublease Year.

5.2. Time and Place of Payment. Rent is due monthly on the 1st day of each month of each Sublease Year. All rents required by this Sublease shall be made payable to the City Treasurer and mailed to:

The City of San Diego
Office of the City Treasurer
P.O. Box-129030

San Diego, CA 92112-9030

or hand delivered to:

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

SUBLESSEE shall include CITY'S customer account number for SUBLESSEE on the rent payment so CITY can apply the rent to the appropriate account. The place of payment may be changed at any time by CITY upon forty-five (45) calendar day prior written notice to SUBLESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. SUBLESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 5.3. Delinquent Rent. If SUBLESSEE fails to pay rent when due, SUBLESSEE shall pay, in addition to the unpaid rent, three percent of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) calendar days past due, SUBLESSEE shall pay an additional three percent (3%) [for a total of six percent (6%)], which is agreed by the Parties to be appropriate to compensate CITY for loss resulting from rental 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 rent be less than \$250. Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of SUBLESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity. This provision is voidable by SUBLESSEE in the event of a State of California [State] budgetary impasse resulting in a lack of funding to SUBLESSEE.

[The remainder of this page intentionally left blank]

6. **INSURANCE.**

- 6.1. **Required Insurance.** SUBLESSEE'S liabilities under this Sublease, including without limitation SUBLESSEE'S indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of the required insurance coverage is a material consideration for this Sublease. Notwithstanding any provision of this Sublease to the contrary, if the insurance coverage required herein is not maintained or renewed, or SUBLESSEE fails to deliver evidence of same to CITY, SUBLESSEE shall be in default of this Sublease. SUBLESSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss.

During the entire Term of this Sublease, SUBLESSEE, and any contractor performing work at SUBLESSEE'S request on the Premises, shall carry and maintain the insurance required below:

Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all 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.

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 Sublease.

Workers' Compensation Insurance, as required by applicable laws, for all of SUBLESSEE'S employees who are subject to this Sublease, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), and an endorsement that the insurer waives the right of subrogation against CITY and its elected officials, officers, employees, representatives and agents.

- 6.2. **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 SUBLESSEE or on SUBLESSEE'S behalf; (b) SUBLESSEE'S products; or (c) SUBLESSEE'S work, including without limitation SUBLESSEE'S completed operations performed by SUBLESSEE or on SUBLESSEE'S behalf.

- 6.3. Primary & Non-Contributory. Each policy must be endorsed to provide that the insurance afforded by Commercial General Liability policies is primary to any insurance or self-insurance of CITY and its elected officials, officers, employees, representatives and agents as respects operations of the named insured. Any insurance maintained by CITY and its elected officials, officers, employees, representatives and agents shall be in excess of SUBLESSEE'S insurance and shall not contribute to it.
- 6.4. Severability of Interest. Each policy must be endorsed to provide that SUBLESSEE'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.
- 6.5. Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY 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.
- 6.6. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of SUBLESSEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 6.7. Continuity of Coverage. All policies shall be in effect on or before the Effective Date, 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 of this Sublease. At least thirty (30) days prior to the expiration of each insurance policy, SUBLESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Sublease. SUBLESSEE shall

provide proof of continuing insurance at least annually during the term of this Sublease and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and shall immediately obtain replacement insurance as soon as possible.

- 6.8. Modification. To assure protection from and against the kind and extent of risk existing with SUBLESSEE'S use of the Premises, SUBLESSEE 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 SUBLESSEE'S use of the Premises.
- 6.9. Causes of Loss - Special Form Property Insurance. SUBLESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of SUBLESSEE'S insurable property related to SUBLESSEE'S use of the Premises Area in an amount to cover 100 percent (100%) of the replacement cost. SUBLESSEE shall deliver to CITY a certificate of such insurance.
- 6.10. SUBLESSEE shall obtain and deliver to CITY'S Real Estate Assets Department relevant insurance endorsements for (and subject to CITY'S written approval of same). SUBLESSEE shall also deliver or cause to be delivered promptly to the Real Estate Contracting Officer of the Naval Facilities Engineering Command Southwest a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Sublease and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.
- 6.11. Accident Reports. SUBLESSEE shall immediately report to CITY any accident causing property damage or injury to persons and related to SUBLESSEE'S use of the Premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

7. ACCEPTANCE OF PREMISES.

SUBLESSEE understands that the Premises are offered and subleased on an "as is, where is" basis, without representation or warranty on the part of the CITY as to suitability for any purpose. SUBLESSEE has independently inspected the Premises, knows the extent and condition of said Premises, and acknowledges receipt of the Premises as is, where is, from the CITY. SUBLESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Premises. SUBLESSEE waives any claims against CITY and GOVERNMENT which may result from the presence of Hazardous Substances on the Premises.

8. SITE PLANS.

SUBLESSEE shall use and occupy the Premises in accordance with plans approved by CITY'S Development Services Department and attached as Exhibit B. CITY may, in its sole discretion, authorize changes to such plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with READ. SUBLESSEE'S failure to comply with the approved plans shall be a default of this Sublease.

9. IMPROVEMENTS AND ALTERATIONS.

SUBLESSEE shall not construct any construction, alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the Premises in any way without the prior written approval of the CITY and GOVERNMENT. Such consent shall not be unreasonably withheld. Such consent may require provision of a performance and payment bond satisfactory to the GOVERNMENT and other requirements deemed necessary to protect the interests of the GOVERNMENT. SUBLESSEE shall provide the CITY and GOVERNMENT with prior written notification and full description of the proposed work including any other information on the proposed work on the Premises requested by GOVERNMENT.

9.1. Repair and Restoration. These provisions shall not relieve SUBLESSEE of any obligation under this Sublease to maintain the Premises in a decent, safe, healthy, and sanitary condition as required in Section 17 of this Sublease, including, without limitation, structural repair and restoration of damaged or worn improvements.

10. COMPLIANCE WITH LAWS AND POLICIES.

10.1. General. SUBLESSEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of city, county, state, and federal governments at SUBLESSEE'S sole cost and expense. SUBLESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. SUBLESSEE shall be subject to such rules, regulations, and procedures regarding security, supervision or otherwise, as may, from time to time, be prescribed by the Commanding Officer.

10.2. Nondiscrimination/Equal Opportunity. SUBLESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in SUBLESSEE'S Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

10.2.1. SUBLESSEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, marital status, handicap, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, retention or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. SUBLESSEE agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the GOVERNMENT setting forth the provisions of this nondiscrimination clause.

10.2.2. SUBLESSEE shall, in all solicitations or advertisements for employees placed at the Premises by or on behalf of SUBLESSEE, state that all qualified applicants will receive consideration for employment without regard to age, marital status, handicap, race, color, religion, sex, or national origin.

10.2.3. SUBLESSEE shall send to each labor union or representative of workers for the Premises with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by GOVERNMENT, advising the labor union or worker's representative of commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

10.2.4. SUBLESSEE shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor as they relate to the Premises.

10.2.5. SUBLESSEE shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by GOVERNMENT and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

10.2.6. In the event of SUBLESSEE'S noncompliance with this nondiscrimination clause or with any of said rules, regulations, or orders, this Sublease may be canceled, terminated, or suspended in

whole or in part and SUBLESSEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 10.3. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330). This Sublease, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. §§35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law as they apply to employment at the Premises:
- 10.3.1. SUBLESSEE shall not require or permit any laborer or mechanic in any workweek in which he/she is employed on any work on the Premises to work in excess of forty (40) hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all such hours worked in excess of forty (40) hours in such workweek. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the employer's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained the wage determination, whichever is greater.
- 10.3.2. In the event of any violation of the provision of the preceding sub-paragraph, SUBLESSEE shall be liable to any affected employee for any amounts due, and to the GOVERNMENT for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of the preceding sub-paragraph, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the preceding sub-paragraph.
- 10.4. Convict Labor. In connection with the performance of work required by this Sublease, SUBLESSEE agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

- 10.5. Disabled Access. SUBLESSEE shall, at all times during SUBLESSEE'S Operations, comply with each of the following: the 1990 Americans with Disabilities Act; Title 24 of the California Code of Regulations (i.e., the California Building Standards Code); and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.
-
- 10.6. Water Quality Assurances. SUBLESSEE shall comply with CITY'S Storm Water Management and Discharge Control Ordinance [Ordinance], codified in San Diego Municipal Code sections 43.0301 et seq., and employ "Best Management Practices," including a "Storm Water Pollution Prevention Plan" (as those terms are defined in the Ordinance), hereinafter collectively referred to as the "Prevention Plan," as approved by CITY under its Stormwater Management Program. Within ninety (90) calendar days after the Effective Date, SUBLESSEE shall submit a Prevention Plan satisfactory to CITY that will control erosion and reduce the amount of "Pollutants" (as defined in the Ordinance) and other sediments discharged from the Premises. CITY may review the Prevention Plan periodically. Within ninety (90) calendar days after written notice from CITY requesting an update of the Prevention Plan, SUBLESSEE shall submit an updated Prevention Plan satisfactory to CITY. SUBLESSEE shall implement all changes to the Prevention Plan as required by CITY, to ensure compliance with all applicable laws, ordinances, and regulations. SUBLESSEE shall inform its employees, contractors, subcontractors, agents, and vendors of the Prevention Plan and ensure their compliance therewith.

11. TELECOMMUNICATIONS PROVISIONS.

- 11.1. Entire Installation. SUBLESSEE represents and warrants that the Communications Equipment listed in Exhibit C constitutes the entire installation, which SUBLESSEE shall update from time to time upon CITY'S request.
- 11.2. Radio Frequency Radiation. SUBLESSEE shall maintain any radio frequency [RF] radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand feet of any RF transmitting antenna on the Premises, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. SUBLESSEE shall report to CITY any areas discovered by SUBLESSEE to exceed such federally mandated limits. SUBLESSEE shall not hold CITY responsible for its radiation levels found to exceed such limits. Hazardous RF radiation levels may be encountered when climbing on antenna structures [Refer to FCC OET Bulletin 65]. Any equipment installed on the Site may, at times, require shutdown to allow maintenance

on antenna structures. SUBLESSEE shall allow shutdown periods when required for such maintenance, provided CITY and GOVERNMENT use reasonable efforts to ensure that the shutdowns do not occur during peak hours of operation. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. SUBLESSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. SUBLESSEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten calendar days before the change.

11.3. Radio Frequency Interference. SUBLESSEE shall comply with all requirements set forth in Exhibit D, which may be updated from time to time in CITY'S sole discretion. SUBLESSEE warrants that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or RF interference with any CITY-authorized equipment on the Site, provided that the installation and operation of such CITY-authorized equipment pre-dates the installation of the Communications Equipment at the Site.

11.4. Industry Standards. SUBLESSEE shall perform all Communications Equipment installations, modifications, and maintenance in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56(c) Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56(c) publication, installations on the Premises shall also comply with the following requirements:

11.4.1. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;

11.4.2. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users on the Site; and

11.4.3. SUBLESSEE shall comply with the requirements set forth in Exhibit E with respect to any Communications Equipment installation or modification. CITY may, in its sole discretion, update Exhibit E from time to time.

[The remainder of this page intentionally left blank]

12. INTERFERENCE WITH CITY AND GOVERNMENT OPERATIONS.

SUBLESSEE'S Operations shall not interfere with the CITY'S development, occupancy, use, restoration, or maintenance of the Site. SUBLESSEE shall not conduct operations or activities, nor make any alterations, that would interfere with or otherwise restrict GOVERNMENT operations, environmental clean-up or restoration actions by the GOVERNMENT, U.S. Environmental Protection Agency [EPA], state environmental regulators or their contractors. Cleanup, restoration, or testing activities for environmental purposes by these parties shall take priority over SUBLESSEE'S Operations in the event of any conflict. However, the GOVERNMENT will take reasonable steps to prevent interferences with the SUBLESSEE'S Operations.

13. HAZARDOUS SUBSTANCES.

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

13.1. Remediation. If SUBLESSEE'S Operations result in a release of a Hazardous Substance, SUBLESSEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all applicable laws, rules, and regulations of governmental authorities.

13.2. Indemnification to CITY and GOVERNMENT. To the extent permitted by law, SUBLESSEE shall protect, defend, indemnify and hold CITY and GOVERNMENT harmless from any claims, costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, or disposal, arising from SUBLESSEE'S Operations, or any other action by SUBLESSEE giving rise to CITY or GOVERNMENT liability, civil or criminal, or responsibility under Federal, state, or local environmental laws. This includes, without limitation, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies. This provision shall survive the expiration or termination of the Sublease, and SUBLESSEE'S obligations hereunder shall apply whenever CITY or GOVERNMENT incurs costs or liabilities for SUBLESSEE'S actions.

13.3. Notice of Release. If SUBLESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on or beneath the Premises or Site, SUBLESSEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) calendar days after

receipt of the knowledge or cause for belief. If SUBLESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and/or safety, SUBLESSEE may take all actions necessary to alleviate the danger. SUBLESSEE shall notify CITY immediately of any notice of violation received, environmental action initiated, or private suit filed that is related to the Premises or Site.

-
- 13.4. Environmental Assessment. Upon reasonable cause to believe that SUBLESSEE'S Operations resulted in any Hazardous Substance being released on or beneath the Premises or Site, CITY may cause an environmental assessment of the Premises or Site 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 SUBLESSEE'S sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by SUBLESSEE'S Operations on, in, or under the Premises or Site, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. SUBLESSEE shall cause, or if SUBLESSEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment, such that compliance with environmental law is achieved, and SUBLESSEE shall pay all costs and expenses therefor.
- 13.5. Resource Conservation and Recovery Act. SUBLESSEE shall strictly comply with all applicable hazardous waste management and permitting requirements under the Resource Conservation and Recovery Act [RCRA] and/or its applicable state equivalent. Except as specifically authorized by the GOVERNMENT in writing, the SUBLESSEE must provide at its own expense all necessary hazardous waste management facilities in compliance with applicable laws and regulations. Any existing GOVERNMENT hazardous waste management facilities will not be made available to SUBLESSEE. Any DoD component accumulation points for either hazardous or non-hazardous wastes shall not be used by SUBLESSEE nor shall SUBLESSEE permit its hazardous wastes to be commingled with hazardous waste of any DoD component.
- 13.6. Indemnity of GOVERNMENT. SUBLESSEE shall indemnify and hold harmless the GOVERNMENT from any costs, expense, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, or disposal, arising from SUBLESSEE'S occupancy, use or operations, or any other action by SUBLESSEE giving rise to GOVERNMENT liability, civil or

criminal, or responsibility under Federal, state, or local environmental laws. This provision shall survive the expiration or termination of the Sublease, and SUBLESSEE'S obligations hereunder shall apply whenever GOVERNMENT incurs costs or liabilities for SUBLESSEE'S.

- 13.7. Radioactive Material. SUBLESSEE shall provide prior written notification to the GOVERNMENT of any articles, tools, equipment, or devices brought on-site that contain radioactive material. Examples of potential radiological sources include radium-containing dials, gauges, and illuminators; tritium in illuminators and exit signs; thorium in optical lenses or welding consumables; abrasive blasting material; or any radioactive source used for calibration, medical diagnosis or therapy, or industrial radiography. The SUBLESSEE is responsible for removal of any such potential radiological sources upon termination of the Sublease.
- 13.8. Storage, treatment or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the GOVERNMENT in accordance with 10 U.S.C. § 2692.

14. ENVIRONMENTAL PROTECTION PROVISIONS

- 14.1. SUBLESSEE and SUBLESSEE'S contractors shall comply with the applicable Federal, state and local laws, regulations and standards that are, or may become, applicable to SUBLESSEE'S Operations.
- 14.2. SUBLESSEE shall be solely responsible for obtaining, at its own cost and expense, any applicable environmental permits required for its operations under the Sublease. Any and all environmental permits required by the SUBLESSEE for its operations on the Premises shall be subject to prior written approval by the GOVERNMENT. Copies of all permits obtained shall be provided to the GOVERNMENT.
- 14.3. GOVERNMENT has the right to inspect, upon reasonable notice, the Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the GOVERNMENT is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. GOVERNMENT normally will give SUBLESSEE twenty-four (24) hours prior notice of its intention to enter the Premises unless it determines that entry is required for safety, environmental, operations, or security purposes. SUBLESSEE shall have no claim on account of any entries against the United States or any officer, agent, employee or contractor thereof.
- 14.4. The GOVERNMENT, United States EPA, and the State of California, its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to SUBLESSEE, to enter upon the Premises for the

purposes enumerated below and for such other purposes consistent with needs associated with execution of the GOVERNMENT'S Installation Restoration Program [IRP];

14.4.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the IRP;

14.4.2. To inspect field activities of the GOVERNMENT and its contractors and subcontractors in implementing the IRP;

14.4.3. To conduct any test or survey required by the United States EPA or state or otherwise relating to the implementation of the IRP or other assessment or environmental conditions on the Premises or to verify any data submitted to the United States EPA or state relating to such program or conditions;

14.4.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

14.5. The SUBLESSEE agrees to comply with the provisions of any GOVERNMENT health or safety plan in effect under the IRP during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by SUBLESSEE. SUBLESSEE shall have no claim on account of such entries against the GOVERNMENT or any officer, agent, employee, contractor, or subcontractor thereof. In addition, SUBLESSEE shall comply with all applicable federal, state and local occupational safety and health regulations. Nothing herein shall obligate the GOVERNMENT to compensate SUBLESSEE for any lost profits, lost opportunities, wages or operating expenses or any other costs incurred as a result of SUBLESSEE'S compliance with this provision.

14.6. SUBLESSEE shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the GOVERNMENT. If, after receipt of written approval by the GOVERNMENT, the SUBLESSEE undertakes any subsurface excavation, digging, drilling, or other disturbance of the surface, the SUBLESSEE shall immediately notify the GOVERNMENT should any buried debris, or foreign, potentially hazardous material be encountered during this work.

[The remainder of this page intentionally left blank]

15. ENVIRONMENTAL CONDITION OF PROPERTY REPORTS.

An Environmental Condition of Property [ECP] made in connection with the CITY Lease is attached hereto and made a part hereof within Exhibit G. The ECP describes the environmental conditions that existed at the time of execution of the CITY Lease, as represented by a baseline survey conducted by the GOVERNMENT. SUBLESSEE is hereby made aware of the notifications contained in the ECF and shall comply with all restrictions set forth therein.

16. SIGNS.

SUBLESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. SUBLESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises. If any such unauthorized item is found on the Premises, SUBLESSEE shall remove the item at SUBLESSEE'S sole cost and expense within twenty-four (24) hours after CITY'S demand thereof, or CITY may then enter the Premises and remove the item at SUBLESSEE'S cost and expense.

17. MAINTENANCE.

SUBLESSEE shall, at its sole cost and expense, continuously maintain the Premises throughout the Term in at least as good condition as when SUBLESSEE entered the Premises. SUBLESSEE'S responsibilities shall include, but are not limited to, removal of trash, litter, broken glass and other hazards/obstructions from the Premises that are generated by SUBLESSEE, its agents, constructors or employees. SUBLESSEE shall ensure the Premises is maintained free of any noxious or nuisance causing condition. SUBLESSEE 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 Premises in a decent, safe, healthy, and sanitary condition. All such maintenance (including repairs and restoration) shall be completed to the satisfaction of CITY, in conformance with the description of the Site and Premises set forth in Exhibit A, and in compliance with all applicable codes and standards of city, state, and federal agencies.

- 17.1. SUBLESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Premises.
- 17.2. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit F, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.
- 17.3. In the event the Premises, or any portion thereof, is damaged either directly or indirectly as a result of SUBLESSEE'S Operations, whether during the construction, operation, maintenance, or replacement or

removal of improvements or otherwise, due to acts or omissions of SUBLESSEE, its agents, contractors or employees, SUBLESSEE shall, solely at CITY'S option, either compensate CITY for such loss or damage, or rebuild, replace or repair the item or items of the Premises or facilities so lost or damaged.

18. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Premises for the purpose of viewing and ascertaining the condition of the Premises, or to protect CITY'S interest in the Premises, or to inspect the operations conducted on the Premises. If CITY'S entry or inspection discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to SUBLESSEE, have any necessary maintenance work done in order to keep the Premises in a decent, safe, healthy, and sanitary condition, all at SUBLESSEE'S sole cost and expense, and SUBLESSEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require SUBLESSEE 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. SUBLESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Sublease.

- 18.1. Access by GOVERNMENT. At all reasonable times throughout the Sublease Term, the GOVERNMENT shall be allowed access to the Premises for any purpose upon reasonable notice to SUBLESSEE. GOVERNMENT normally will give SUBLESSEE twenty-four (24) hour prior notice of its intention to enter the Premises, unless it reasonably determines the entry is an emergency required for safety, health, environmental, operations or security purposes, in which event no notice shall be required. SUBLESSEE shall have no claim on account of any entries against the GOVERNMENT or any GOVERNMENT officer, agent, employee or contractor, provided, however, that nothing herein shall be deemed to prejudice the rights of the SUBLESSEE under any contract, other agreement or law including, but not limited to the Federal Tort Claims Act, as to the GOVERNMENT. However, access shall be limited to normal hours with alternative arrangements made for after hours access with the designated GOVERNMENT Representative. All necessary keys to the buildings, and Premises occupied by SUBLESSEE shall be made available to the GOVERNMENT upon request.

[The remainder of this page intentionally left blank]

19. UTILITIES.

SUBLESSEE shall order, obtain, and pay for all utilities, service, and installation charges in connection with SUBLESSEE'S Operations. SUBLESSEE is responsible for the repair and maintenance of all exterior utility distribution lines, connections, and equipment that solely support SUBLESSEE's facilities. This responsibility extends from SUBLESSEE'S facilities located upon the Premises to the point of connection with the utility system that serves users other than the SUBLESSEE. These systems include, but are not limited to, heating plants, steam lines, traps, high voltage transformers, substations, power distribution lines (overhead and underground), poles, towers, gas mains, water and sewage mains, water tanks, fire protection systems, hydrants, lift stations, manholes, isolation valves, meters, storm water systems, catch basins, etc.

20. TAXES.

SUBLESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon SUBLESSEE for its use of the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by SUBLESSEE, or levied by reason of SUBLESSEE'S business or other SUBLESSEE activities related to the Premises, including, without limitation, any licenses or permits. SUBLESSEE acknowledges that this Sublease may create a possessory interest subject to property taxation, and that SUBLESSEE may be subject to the payment of taxes levied on the leasehold interests. SUBLESSEE shall pay all such possessory interest taxes. SUBLESSEE'S payment of taxes, fees, and assessments shall not reduce any rent due CITY.

21. LIENS.

SUBLESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor, materials or equipment in connection with SUBLESSEE'S Operations, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. SUBLESSEE shall promptly discharge or cause to be discharged valid lien, right in rem, claim, or demand of any kind, except one in favor of GOVERNMENT, which at any time may arise or exist with respect to the Premises or materials or equipment furnished thereof, or any part thereof, due to SUBLESSEE'S Operations, and if the same shall not be promptly discharged by SUBLESSEE, or should SUBLESSEE be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, GOVERNMENT reserves the right to take immediate possession without any liability to SUBLESSEE. SUBLESSEE shall be responsible for any costs incurred by GOVERNMENT in securing clear title to its property due to their acts or omissions clouding the title.

22. INDEMNIFICATION.

SUBLESSEE shall protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to SUBLESSEE'S officers, employees, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with this Sublease or SUBLESSEE'S Operations on the Premises, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that SUBLESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the gross negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives and agents.

23. RELATED COUNCIL ACTIONS.

By entering into this Sublease, neither CITY nor the San Diego City Council is obligating itself to any other governmental agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Premises. Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may be required for SUBLESSEE'S Operations. SUBLESSEE shall diligently seek and obtain, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Premises, as are necessary for SUBLESSEE'S Operations.

24. AUDIT.

This Sublease shall be subject to audit by any and all Government agencies. SUBLESSEE shall make available to such agencies for use in connection with such audits all records that it maintains with respect to this Sublease and copies of reports required to be filed hereunder or thereunder.

25. DEFAULT AND REMEDIES.

25.1. Default. Each of the following shall constitute an event of default under this Sublease:

25.1.1. SUBLESSEE'S failure to make any payment required under this Sublease when due, if the failure continues for five (5) calendar days past due following written notice of the failure by CITY;

25.1.2. SUBLESSEE'S breach of any of its obligations under this Sublease, other than those requiring payment to CITY, and SUBLESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY; or, (ii) if such

breach is not curable within thirty (30) calendar days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;

25.1.3. SUBLESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;

~~25.1.4. SUBLESSEE 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;~~

25.1.5. SUBLESSEE is adjudicated as bankrupt; or

25.1.6. SUBLESSEE makes a general assignment for the benefit of creditors.

25.2 Remedies.

25.2.1 General. Upon SUBLESSEE'S default under this Sublease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.

25.2.2. CITY'S Recovery Upon Termination. Upon termination of the Sublease due to SUBLESSEE'S default, CITY may recover the sum of:

25.2.2.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus

25.1.2.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that SUBLESSEE affirmatively proved could have been reasonably avoided; plus

25.1.2.3. The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the award minus (ii) the amount of rent lost, if any, as SUBLESSEE affirmatively proves could be reasonably avoided; plus

25.1.2.4. Any other amount necessary to compensate CITY for the detriment proximately caused by SUBLESSEE'S

failure to perform SUBLESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus

25.1.2.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.

25.1.2.6. As used in Sections 26.2.4.1 and 26.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent per annum. As used in Section 26.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent, percentage rent, and any and all other amounts that SUBLESSEE is required to pay to CITY under this Sublease.

25.1.2.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.

25.2. Abandonment by SUBLESSEE. If SUBLESSEE breaches this Sublease and abandons the Premises, this Sublease shall continue in effect as long as CITY does not terminate this Sublease, and CITY may enforce all its rights and remedies under this Sublease, including, without limitation, the right to recover the rent as it becomes due, plus damages.

25.3. Waiver. CITY'S waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by CITY in order to constitute a valid and binding waiver. CITY'S delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Sublease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY'S acceptance of any rent shall not be a waiver of any default preceding the rent payment. CITY'S failure to discover a breach or default or to take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but CITY may, at all times, require the cure of any breach or default regardless of when discovered.

[The remainder of this page intentionally left blank]

26. SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY.

This Sublease is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises, or any portion thereof, and to the right of GOVERNMENT to grant such additional easements and rights-of-way over, across, in and upon the Premises as it shall be deemed to be in the public interest.

27. OWNERSHIP OF IMPROVEMENTS AND FIXTURES.

27.1. Except as provided herein or provided in the GOVERNMENT'S written approval, all approved work affixed to the Premises shall, upon expiration or termination of the CITY Lease, become the property of the GOVERNMENT. Upon expiration or termination of the CITY Lease, or by expiration, termination, revocation or surrender of this Sublease, to the extent directed by the GOVERNMENT, SUBLESSEE shall either:

27.1.1. Within thirty (30) days of the surrender or expiration of the Sublease, or upon termination or revocation of the Sublease, remove all alterations, additions, betterments, and improvements made or installed without the consent of the GOVERNMENT or which were previously noted by the GOVERNMENT to be removed, at no cost or expense to the GOVERNMENT, and restore the Premises, to the same or as good condition as existed on the date of entry by SUBLESSEE; subject to reasonable wear and tear and loss or damages for which the SUBLESSEE is not responsible hereunder; or

27.1.2. Abandon such work and/or improvements in place, at which time title to said work and/or improvements shall vest in the GOVERNMENT; provided, in either event all personal property and trade fixtures of SUBLESSEE or any third party may be removed and SUBLESSEE or such third party shall at no cost or expense to the GOVERNMENT repair any damages to the Premises resulting from such removal.

27.2. SUBLESSEE shall repair, at its sole cost and expense, all damage to the Premises resulting from the removal of SUBLESSEE'S Property from the Premises by SUBLESSEE or SUBLESSEE'S contractors, and/or subcontractors.

27.3. If the removal of SUBLESSEE'S property takes place either (i) more than thirty (30) days after the expiration or surrender of this Sublease, or (ii) beyond the date of termination or revocation of this Sublease, SUBLESSEE shall pay rent to CITY at the rate in effect immediately prior

to the expiration, surrender, termination or revocation of this Sublease,
until all of SUBLESSEE'S property has been removed from the Premises.

28. NOTICES.

Any notice required or permitted to be given under this Sublease 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 SUBLESSEE:

North County Transit District
810 Mission Avenue
Oceanside, CA 92054-2825
Attention: Real Estate Department

If to CITY:

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

If to CITY'S General Services Department, Communications Division:

City of San Diego
Attention: Communications Division
Central Operations
1220 Caminito Centro
San Diego, CA 92102

If to GOVERNMENT:

Greg Magnuson
Attn: ~~Teresa Rios~~, Asset Management, Real Estate Branch
Naval Facilities Engineering Command Southwest
1220 Pacific Highway, Bldg 127
San Diego, CA 92132-5190

28.1. Address Changes. Any party entitled or required to receive notice under this Sublease may, by like notice, designate a different address to which notices shall be sent.

28.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

29. MISCELLANEOUS PROVISIONS.

- 29.1. Governing Law. This Sublease shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 29.2. Entire Understanding. This Sublease contains the entire understanding of the Parties. CITY and SUBLESSEE agree that there is no other written or oral understanding between them with respect to SUBLESSEE'S Operations. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Sublease itself. Each party to this Sublease 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 Sublease. The failure or refusal of any party to read this Sublease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.
- 29.3. Supersedure. As of the Effective Date, this Sublease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning SUBLESSEE'S Operations, by and between CITY and SUBLESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.
- 29.4. Partial Invalidity. If any term, covenant, condition, or provision of this Sublease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 29.5. CITY Lease. All rights conferred by this Sublease derive from the CITY Lease. In the event of any conflict between this Sublease and the CITY Lease, the provisions of the CITY Lease shall prevail. SUBLESSEE shall not use the Premises, nor shall this Sublease be used, applied or interpreted, in any manner inconsistent with the CITY Lease or which may result in CITY being exposed to a breach of the CITY Lease.
- 29.6. No Affiliation. Nothing contained in this Sublease shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and SUBLESSEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of SUBLESSEE or any other party or entity.
- 29.7. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Sublease.
- 29.8. Standard of Conduct. SUBLESSEE and its employees shall, at all times, conduct themselves and SUBLESSEE'S Operations in a creditable manner and in accordance with industry standards.

- 29.9. Joint and Several Liability. If SUBLESSEE 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 SUBLESSEE under this Sublease.
- 29.10. Unavoidable Delay. If the performance of any act required of CITY or SUBLESSEE under this Sublease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to SUBLESSEE'S obligation to pay rent. If CITY or SUBLESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 29.11. CITY'S Consent or Approval. Whenever required under this Sublease, CITY'S consent or approval shall mean the written consent or approval of CITY'S City Mayor or his designee [City Mayor], unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the City Mayor's discretion, unless provided by law or otherwise expressly provided herein.
- 29.12. Consent by Either Party. Except as otherwise expressly provided in this Sublease, consent to be given by either party shall not be unreasonably withheld or delayed.
- 29.13. Sublease Modifications. This Sublease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.
- 29.14. No Assignments or Subleases. SUBLESSEE shall not assign any of its rights or obligations, or sublease any of SUBLESSEE'S interests under this Sublease. Any such assignment or sublease shall be deemed a default of this Sublease and all revenue derived from such assignment or sublease is entirely due to CITY.
- 29.15. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of SUBLESSEE'S service requests upon receipt of SUBLESSEE'S payment of the applicable fee. The fee schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.

- 29.16. Survival. Any obligation under this Sublease that requires a party's performance of that obligation after the expiration or earlier termination of this Sublease shall survive such expiration or termination.
- 29.17. Headings and Captions. The section headings and captions used in this Sublease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Sublease. If the page numbers and/or section numbers in this Sublease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 29.18. Number and Gender. In this Sublease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 29.19. Authority to Execute and Deliver Sublease. Each individual executing this Sublease on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Sublease 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 Sublease is binding upon such person or entity in accordance with its terms. Each person executing this Sublease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
- 29.20. Counterparts. This Sublease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank]

29.21. Exhibits Incorporated. All exhibits referenced in this Sublease are incorporated into the Sublease by this reference.

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

Date: 5/7/14

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
(Print Name) Kristin Gertz
(Title) Interim Director Real Estate Assets

Date: 4-29-14

SUBLESSEE: NORTH COUNTY TRANSIT DISTRICT, by and through

By [Signature]
(Print Name) Tracey Foster
(Title) Director of Real Estate Facilities

Approved as to Form and Legality:
By [Signature]
Lori A. Winfree, General Counsel

CONSENTS:

UNITED STATES NAVY

By [Signature]

Date: 7/1/14

APPROVED AS TO FORM AND LEGALITY:

Date: 5/12/14

JAN I. GOLDSMITH, City Attorney

By [Signature]
Amanda L. Guy
Deputy City Attorney

Exhibit A: Premises



EXHIBIT A

City Vault



Legend

 SANGIS.PARCEL



Map Date: 4/2/14
Aerial Image Date: 20
READ/sat

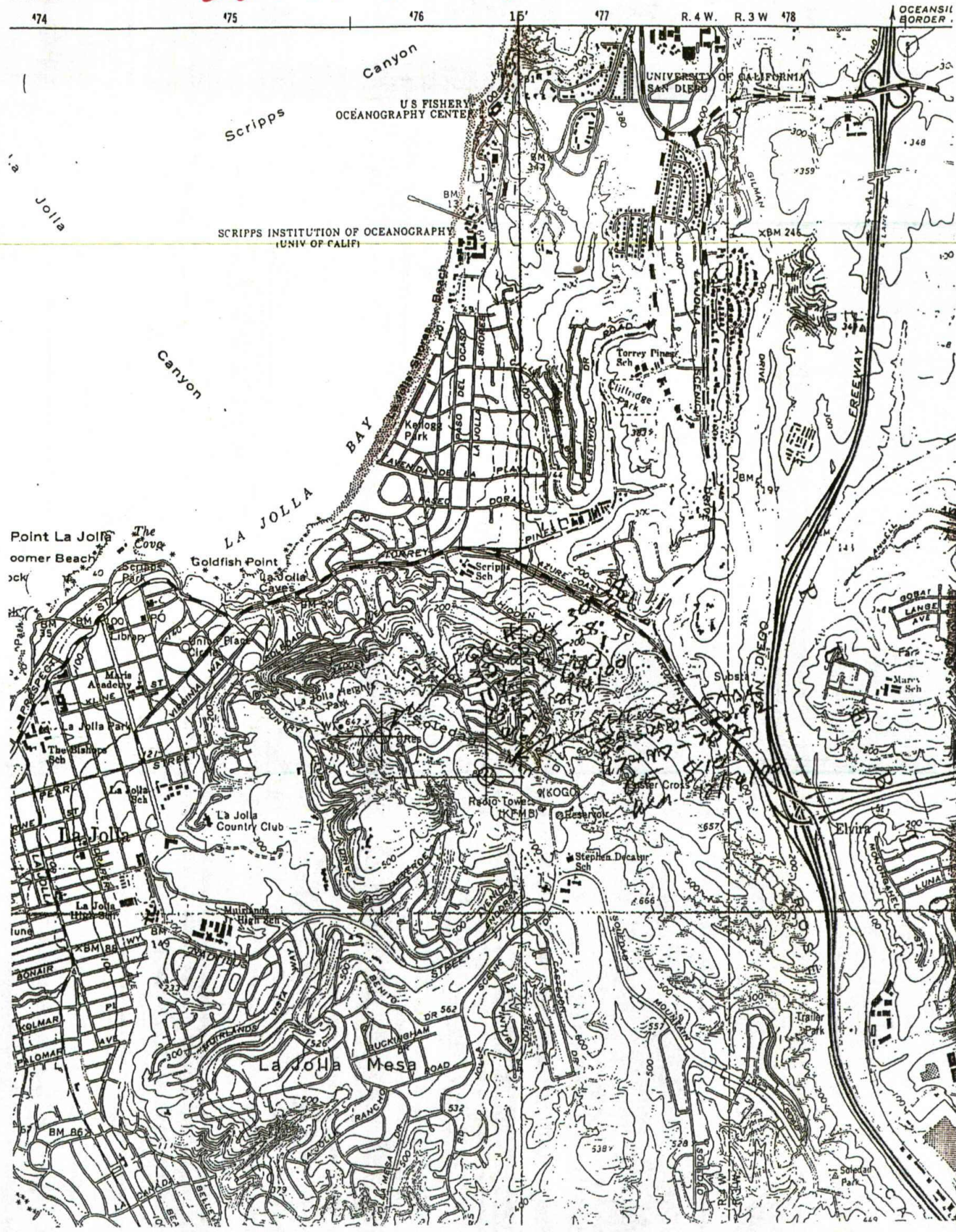
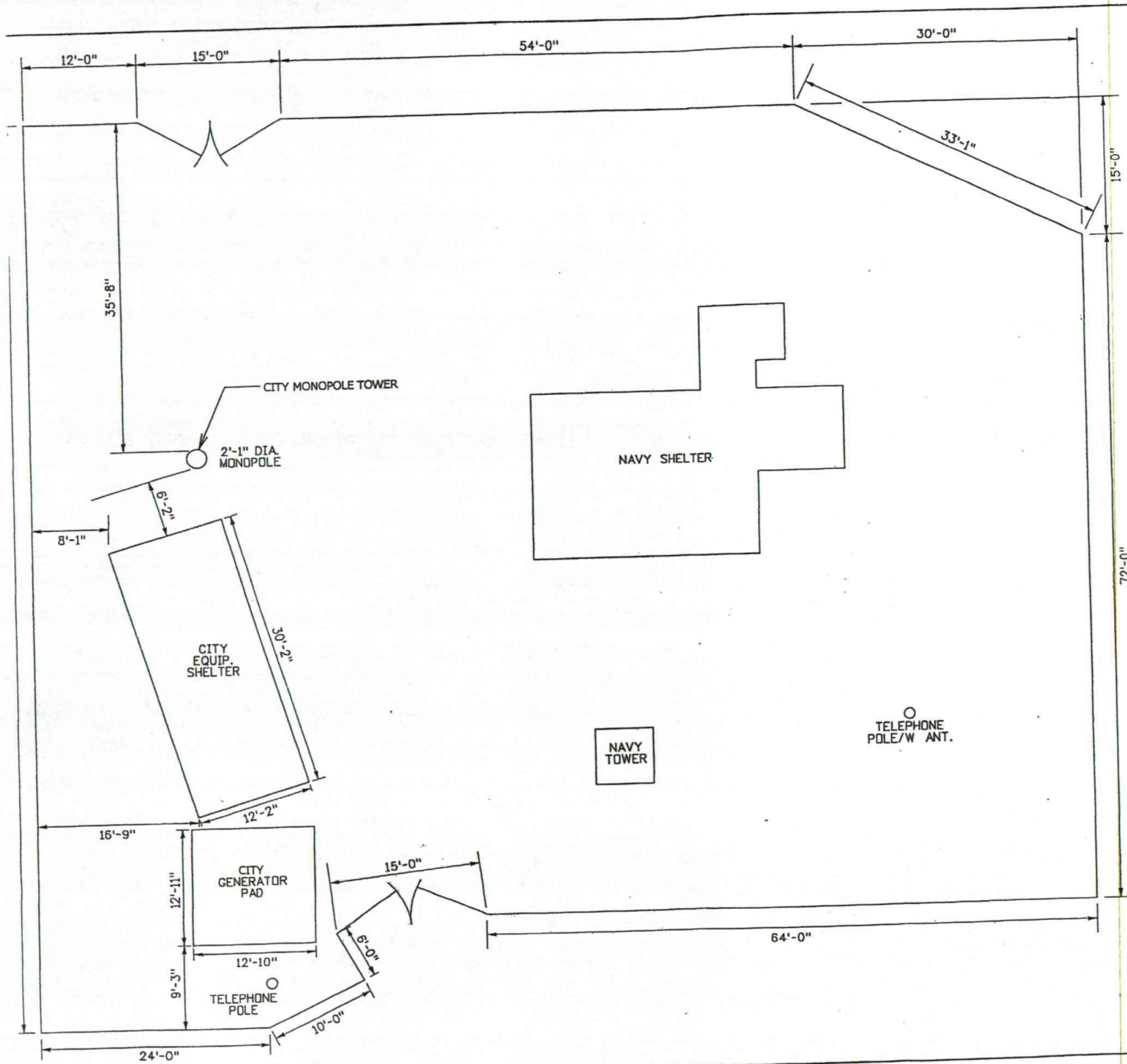


Exhibit B: Site Plans

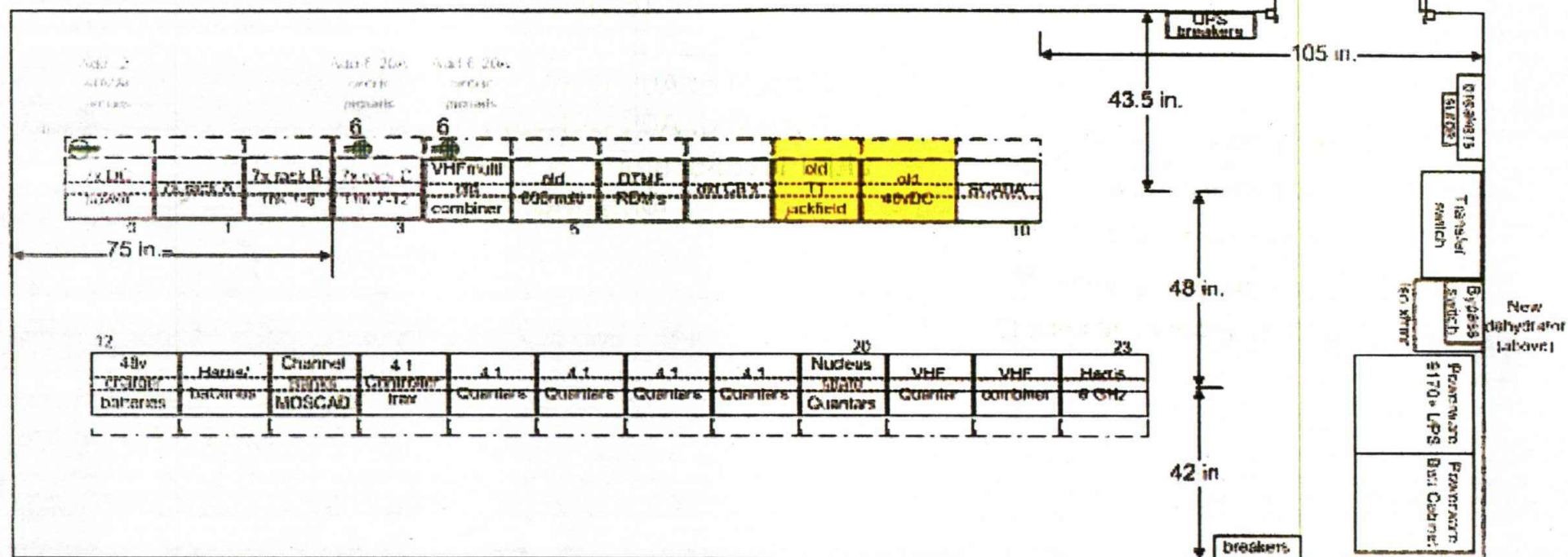
Exhibit B



MT. SOLEDAD SITE LAYOUT			
 Alexander Utility Engineers Professional Engineering Services Since 1960			
DRAWN: A.U.E. / W.S.S.	DATE:		
CHECKED: A.B.	SCALE:		
APPROVED: L.G.B.	SHEET 1		
SITE DGN		JOB NUMBER 005AND002	

Exhibit B-1

Rack 5- remove UPS, Rubidium modem cage, 800 multi
 Rack 6- Remove RDM
 Rack 9- Remove all
 Plug open microflex feedthru at N/W end of bldg



ELECTRICAL

4 new 240 to Rack 0
 6 new 120-20A to Rack 3
 6 new 120-20A to Rack 4
 Remove some leftover rcpts from Smartnet

- 6 Fed by non-UPS panel
- No rcpt required-run to box with 6 ft extra wire
- 1 Fed by non-UPS panel
- 1 Fed by UPS panel

Shaded are already existing

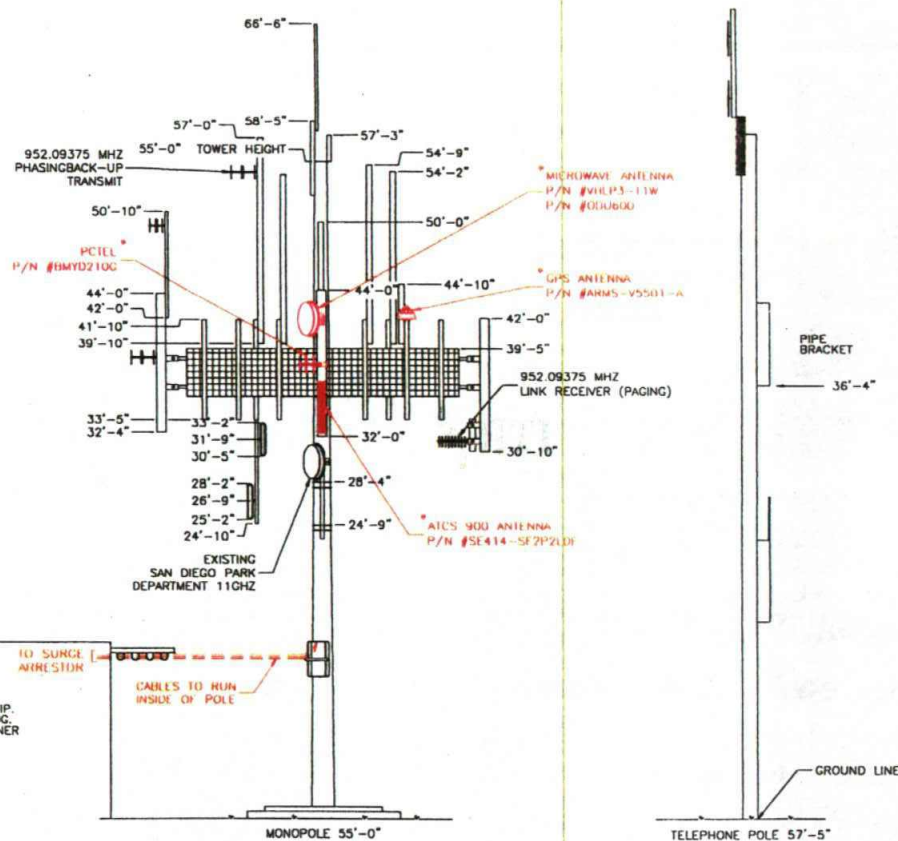
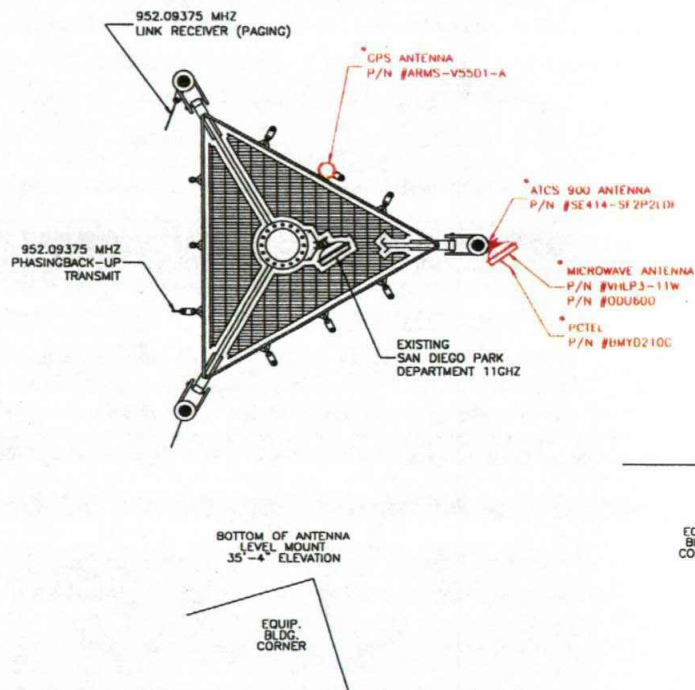
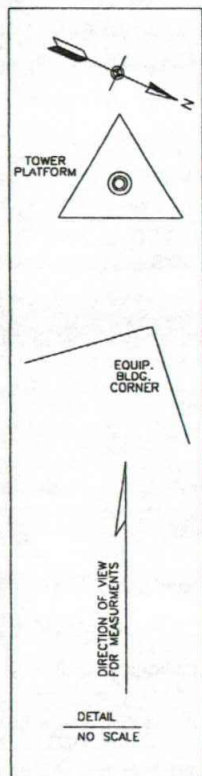
NEW 7x Antenna
 South leg on 3' standoff
 Swing 4.1 ant a few degrees east
 7x ant on S/W side

Mt Soledad
 Equipment room

Exhibit C: Equipment at the Site

SENSITIVE SECURITY INFORMATION

WARNING: THIS RECORD CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 49 CFR PARTS 15 AND 1520. NO PART OF THIS RECORD MAY BE DISCLOSED TO PERSONS WITHOUT A "NEED TO KNOW", AS DEFINED IN 49 CFR PARTS 15 AND 1520, EXCEPT WITH THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION OR THE SECRETARY OF TRANSPORTATION. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTIONS. FOR U.S. GOVERNMENT AGENCIES, PUBLIC DISCLOSURE IS GOVERNED BY 5 U.S.C. 552 AND 49 CFR PARTS 15 AND 1520.



NOTES:

1. * - EXACT PLACEMENT TO BE DETERMINED DURING FIELD INSTALLATION.
2. ALL CONNECTIONS SHALL BE WEATHER SEALED.
3. GROUNDING DETAILS TO ADHERE TO NCTD STANDARDS AND SPECIFICATIONS.

REVISION	DATE	DESCRIPTION	DESIGN	DRAWN	CHECKED	DESIGNED: NC 4/8/2013	THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREON CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM. SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.	NORTH COUNTY TRANSIT DISTRICT	POSITIVE TRAIN CONTROL SYSTEM RFP 11046-OS	MT. SOLEDAD PTC EQUIPMENT TOWER LAYOUT	DRAWING NO: XXXX
						DRAWN: MCS 4/8/2013		810 MISSION AVE. OCEANSIDE, CA 92054	HTI		SHEET: 06 OF 07
						CHECKED: JH 4/8/2013					SCALE: N.T.S.
						APPROVED: JH 4/8/2013					
						DATE: 4/8/2013					

Exhibit C

Exh: b1+c-1

DRAWN: A.U.E./ M.S.S.	
CHECKED: A.G.	
APPROVED: L.G.B.	
JOB NO.	0054ND
TOWER, DON	
MT. SO	
TOWER L	
ALEXANDER V.	
NATIONAL ENGINEER	

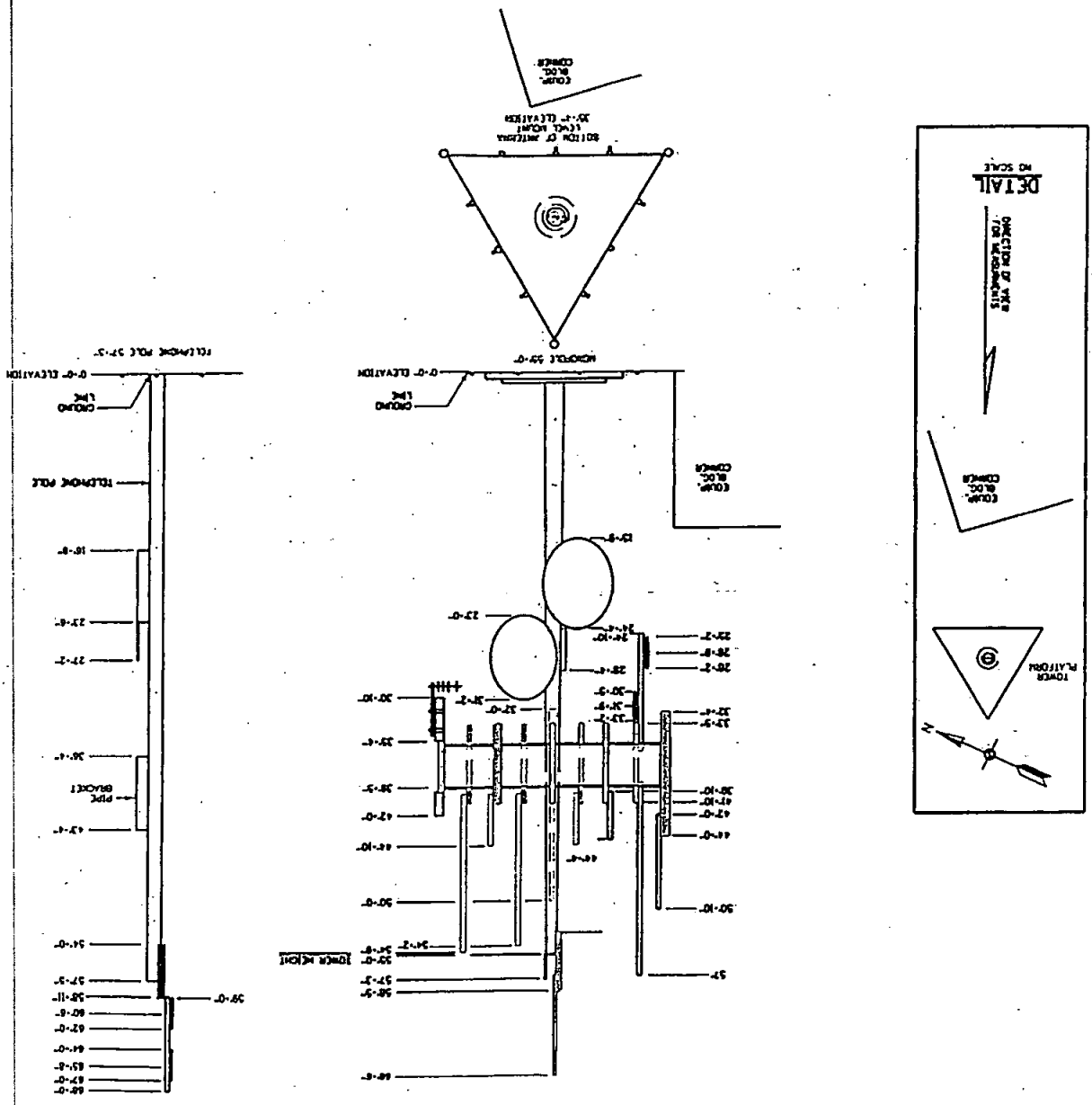


Exhibit D: Interference Protection Requirements

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

Pre-installation or pre-use Testing

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

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

c. On-The-Air Tests - Technical Details

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

- (1) The SUBLESSEE'S transmitting and/or receiving equipment shall be of the type planned for final use at the Site.
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Site.
 - (b) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.

- (2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the SUBLESSEE'S electronic equipment.
- (3) All tests shall include testing with all frequencies planned for use by the SUBLESSEE at the Site.

d. Radio-Frequency-Interference-to-City-Radio-Equipment

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

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

e. Modifications to Equipment

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

f. Resulting Interference

SUBLESSEE shall resolve interference problems that the Communications Equipment might cause with (i) other equipment located at the Premises on the Addendum Effective Date or (ii) when SUBLESSEE desires to add additional Communications Equipment to the Premises, any equipment that became attached to the Premises between the Addendum Effective Date and such future date by initiating mutually agreeable actions with the affected parties. CITY may recognize the right of prior authorized permittees/lessees/users and withhold approval or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between SUBLESSEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by SUBLESSEE as a result of CITY withholding approval and SUBLESSEE waives any claim for expense or loss which SUBLESSEE might incur as a result of CITY withholding approval.

TECHNICAL DATA SUMMARY

One form to be completed per transmitter and supplied to all permittees/lessees/users operating at the facility.

DATE _____

LOCATION _____ APPLICANT _____

CALL SIGN _____ CONTACT NAME _____ PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA TRANSMIT CAVITY FILTER ISOLATOR

Make _____ Make _____ Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Site. Bottom section is to be completed by each existing Site permittee/lessee/user after testing is finished.

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

"On-the-air" interference testing has been completed at the above stated Site location. A qualified representative was present for the test to observe for possible interference problems.

With regard to the above test, this is to certify that objectionable radio frequency interference did ☐ did not ☐ result during this test.

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E: Installation Standards



NORTH COUNTY
TRANSIT DISTRICT

Exhibit E

Mt Soledad

NCTD - Train Control System Upgrade

WE MOVE PEOPLE

COASTER

BREEZE

SPRINTER

North County Transit District

810 Mission Avenue, Oceanside, CA 92054

(760) 967-2828 • www.GoNCTD.com

Executive Summary

As Part of the US Rail Safety Improvement Act of 2008 North County Transit District is implementing a Positive Train Control (PTC) system designed to prevent train-to-train collisions, over speed derailments, unauthorized incursion into work zones and train movement through switches left in the wrong position. PTC will monitor and, if necessary, control train movement in the event of human error. PTC may also bring trains to a safe stop in the event of a natural disaster.

As part of the PTC initiative the NCTD communications infrastructure is being modified and upgraded. The Mt Soledad tower site had been selected to house 3 of NCTD's critical data radio systems.

System #1: Rack #1 : Automatic Train Control System (ATCS 900Mhz)

This system is currently in service at an adjacent Mt Soledad site.

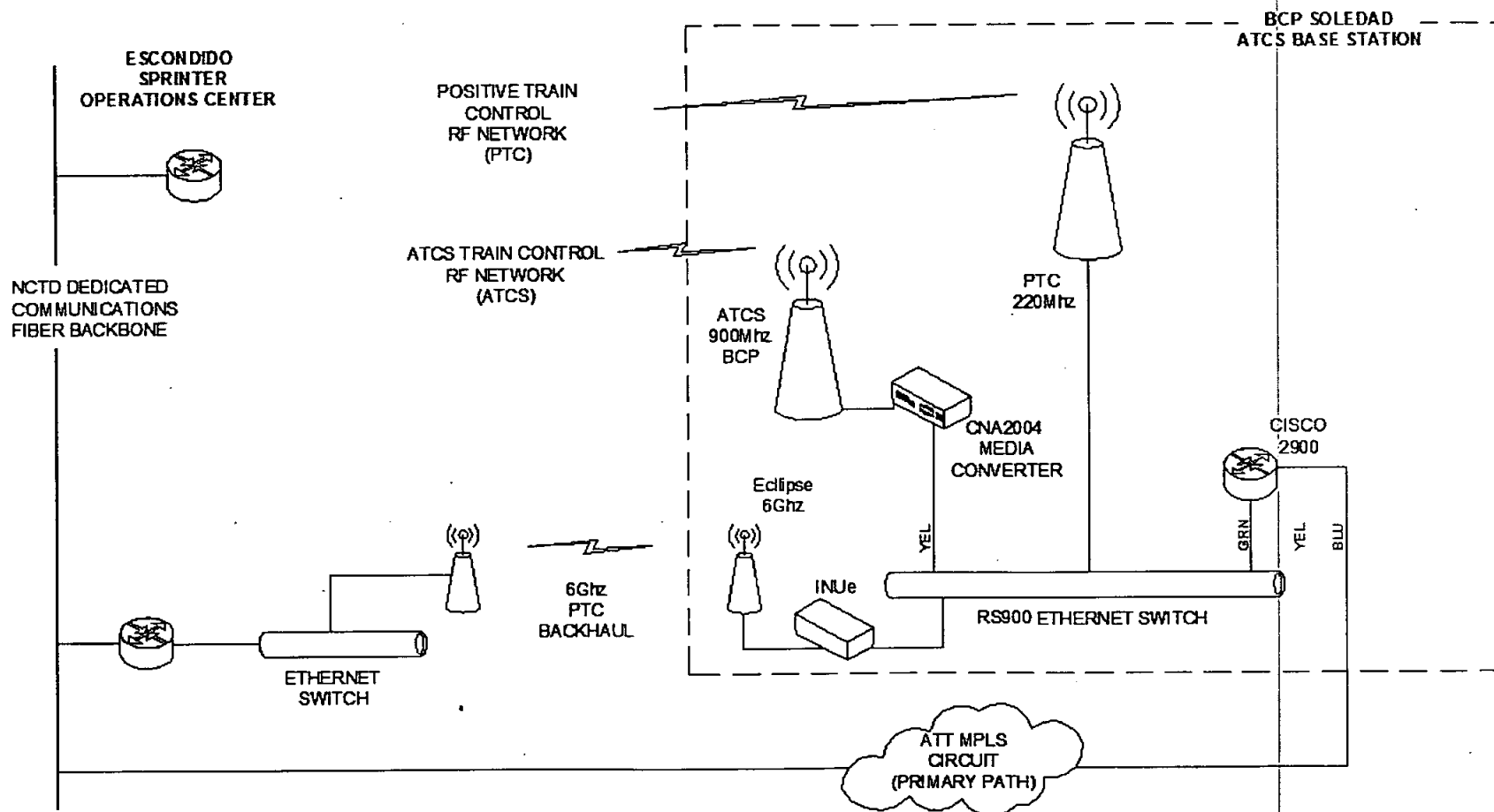
System #2: Rack #2 : Positive Train Control (PTC 220Mhz) system.

System #3: Rack #2 : 6Ghz Backhaul Radio system.

The installation will require use of two of the existing 19" equipment racks, 110VAC and use of the existing 48VDC power plant.

ATCS - System Components

SOLEDAD COMMUNICATIONS OVERVIEW



Material List

Rack #1 – ATCS (Advanced Train Control System)

- 900MHz ATCS Base Station Package and Antenna
- Cisco Router (model type may change)
- Ethernet Switch (DIN Rail mounted)
- Protocol Convertor/Network Gateway
- 24VDC Power Module & Battery Plant
- Circuit Breaker Panel

Rack #2 – PTC (Positive Train Control)

- 6 GHz Backhaul Radio and Antenna
- 220MHz PTC Base Station and Antenna's (220Mhz & GPS)
- 48VDC/24VDC Converter

FCC License – ATCS

ATCS Channel 3
Base TX 935.9875 MHz
Base RX 896.9875 MHz



RADIO STATION AUTHORIZATION

(Under authorization from FCC DA-01-359)

Association of American
Railroads
Frequency Coordinator/SDNR
5500 DOT Road
Pueblo CO 81001

LR_AAR_00946_01

Call Sign: ASDN0946
File Number: WPLG228
Radio Service: GI
Issue Date: 10/2002
Expiration Date: 04/2016
Last Change: 09/2008

Fixed Location Address or Mobile Area of Operation

Loc	Address Latitude/Longitude (NAD83)	City	Grnd Elev	County	ASR	State	Constr Date
1	7000 La Jolla Scenic Dr 32-50-18.0 N 117-14-59.0W	San Diego	239.2	San Diego	N/A	CA	06/1997
2	MP 248.8 (Sorrento) 32-53-34.8 N 117-12-56.2 W	SAN DIEGO	10.7	SAN DIEGO	N/A	CA	08/1997
3	MP 282.8 (ASDN0946 #1) 32-52-36.2 N 117-10-28.8 W	SAN DIEGO	118.3	SAN DIEGO	N/A	CA	08/1997
4	MP 287.8 (ASDN0946 #1) 32-50-17.8 N 117-14-00.5 W	San Diego	27.4	SAN DIEGO	N/A	CA	08/1997
5	MP 264.1 (ASDN0946 #1) 32-48-28.4 N 117-12-03.3 W	SAN DIEGO	4.8	SAN DIEGO	N/A	CA	08/1997
6	MP 267.2 (ASDN0946 #1) 32-43-14.8 N 117-10-12.7 W	SAN DIEGO	8.1	SAN DIEGO	N/A	CA	06/1997

WE MOVE PEOPLE

COASTER

BREEZE

SPRINTER

North County Transit District

810 Mission Avenue, Oceanside, CA 92054

(760) 967-2828 • www.GoNCTD.com

FCC License – PTC

- **6 GHz License Pending FCC Approval**
- **220Mhz License Pending FCC Approval**

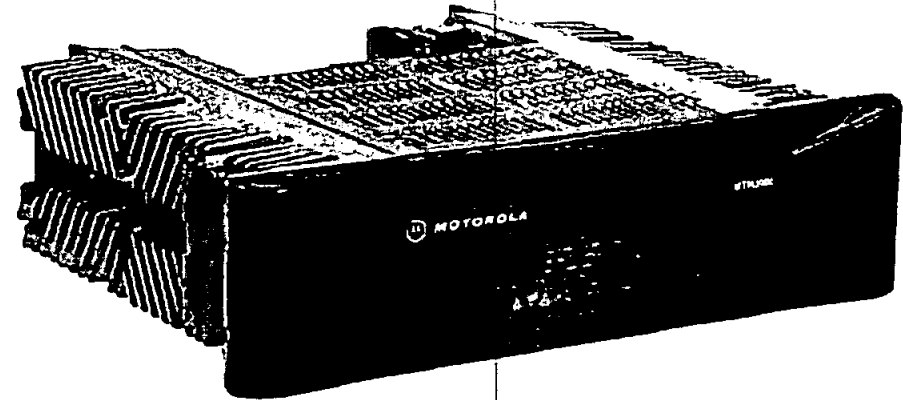
Note: Licensing coordinated by FRA (Federal Railroad Administration), TTCI (Transportation Technology Training Center Institute) and Association of American Railroads. Agreements are in place with PTC-220 LLC however exact frequency allocation is pending.

Motorola MTR2000 – ATCS Base Station Transceiver

Part of ATCS Base Station Package

GENERAL SPECIFICATIONS

- Model : T5544, T5731
- Mode of Operation: Full Duplex
- RX Frequency: 896 MHz
- TX Frequency: 975 MHz
- TX Freq. Stability: 1.0 PPM/Ext. HSO
- RX sensitivity : 0.35uv
- Channel Spacing: 12.5KHz
- Operating Voltage: 24VDC (Max. 75 W output power)
- Power Consumption: Standby 1A, Transmit 11A



ATCS Channel 3
Base TX 935.9875 MHz
Base RX 896.9875 MHz

MECHANICAL SPECIFICATIONS

- Dimensions: 5.25" X 19" (3 RU's)
- Weight: 40

FCC TYPE ACCEPTANCE

- ABZ89FR5789

WE MOVE PEOPLE

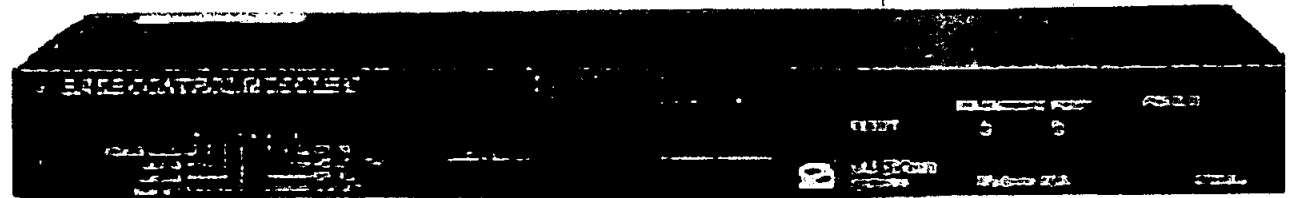
COASTER

BREEZE

SPRINTER

Base Communications Module (BCM)

Part of ATCS Base Station Package



Base Control Module II

- Model : A53410
- Input Voltage: 10V to 36VDC
- Input Isolation: 2000V rms
- Power Consumption: 289mA @ 12V
- Dimensions: 17.28" W x 1.74" H x 8.3" D.
- Weight: 7 pounds (3.15 kilograms) (approximately)
- Operating Temperature Range: -40°F to +158°F (-40°C to +70°C)

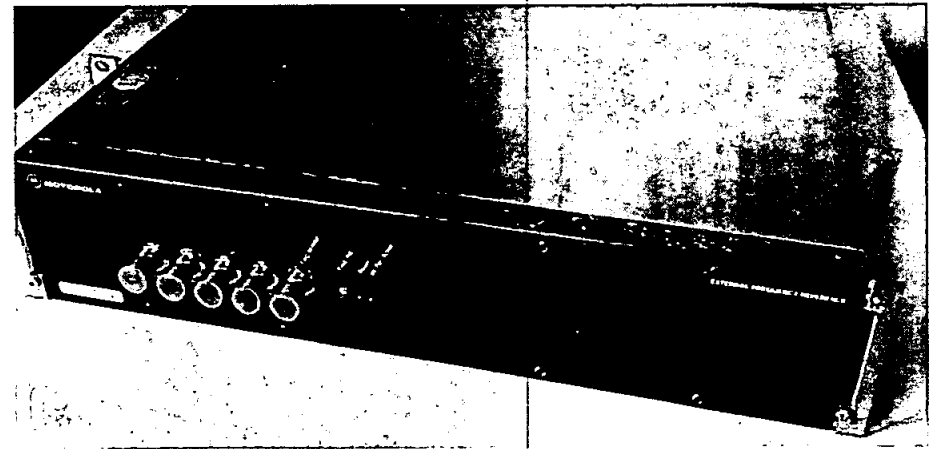
High Stability Oscillator

External Frequency Reference

The internal oscillator of the Base Station is controlled by a high-stability (0.1 ppm), external, 5-MHz reference frequency to provide ATCS specification compliance.

- Model: T5829A
- Input Voltage: 12VDC
- AC Input Voltage: 110-230VAC
- Power Consumption: .9A @12VDC
- Weight: 16.88lbs
- Dimensions: 19"w x 3.5h x 15"d

Part of ATCS Base Station Package

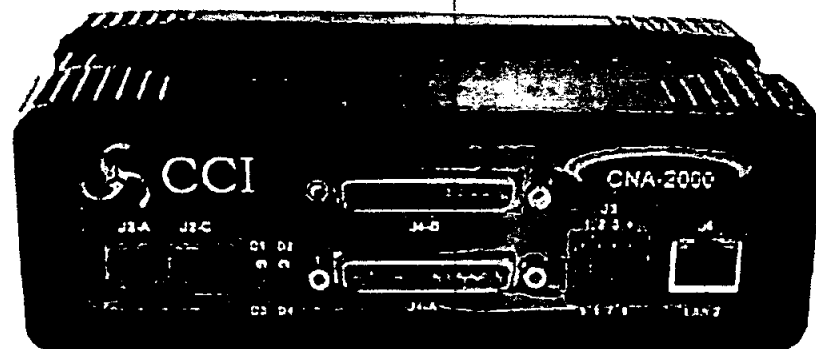


CNA2000

Protocol Convertor & Network Gateway

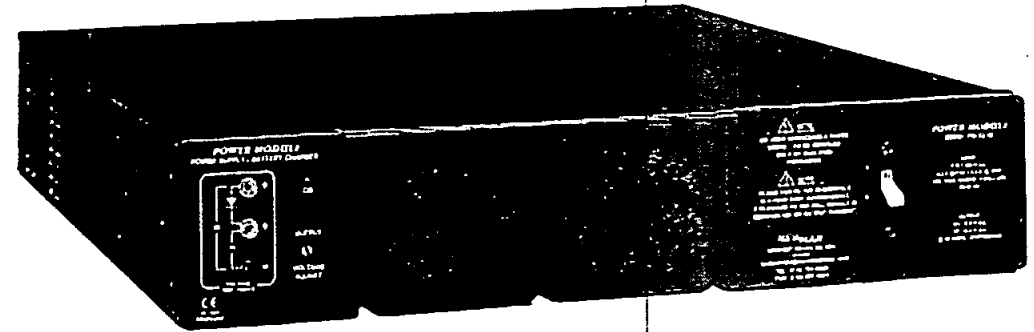
Part of ATCS Base Station Package

- Model: CNA2004
- Input Voltage: 9-36VDC 1W @ 24VDC
- Temperature : -40 to +70C
- DC Isolation: 4000V RMS
- Power Consumption: 1A @ 12VDC
- Humidity : 5% to 90% non-condensing
- Weight: 2.2 lbs.
- Dimensions: 6.69"L x 3.17"W x 2.11"H



Power Module – PM24-35

Part of ATCS Base Station Package



- **Model: PM-24-35**
- **Input Power 115/230V - 16A/8A**
- **Output Power: $V_{out} = 27.2$ VDC**
- **Battery Capacity = 70A/400 Hours**
- **Dimensions – 17" w x 3.5" h x 20.5" d**
- **Weight: 15.2 lbs.**
- **Certification : UL1950/EN60950, EN55022, EN50082**
- **Regulation: $\pm 2\%$ at V OUT**
- **Ripple P-P = 1%**
- **Efficiency 80-85% @ full load**
- **Temperature : -40 to +60C**
- **Power Rating : 1080 W**

WE MOVE PEOPLE

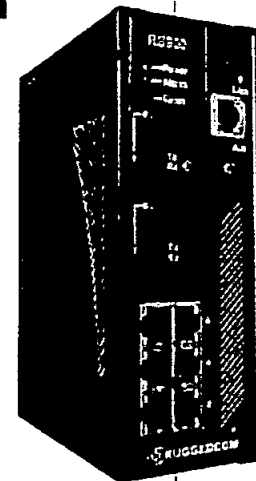
COASTER

BREEZE

SPRINTER

Industrial hardened Ethernet Switch

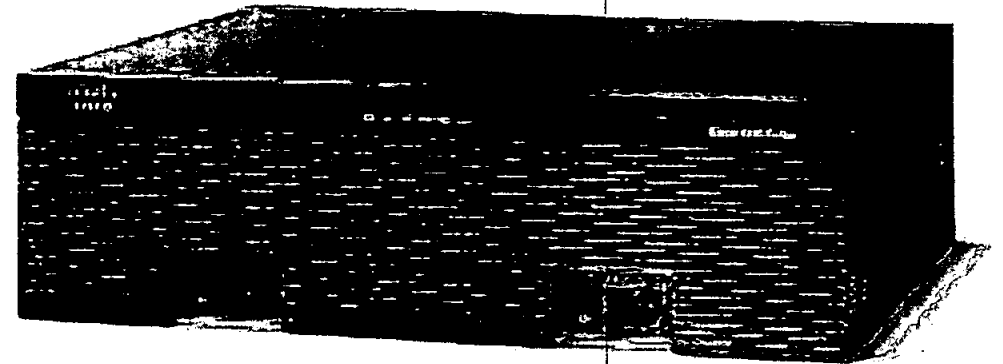
- **Model: RS900**
- **Input Voltage: 10-36VDC 10W max**
- **Power Consumption: .4A @ 24VDC**
- **Temperature : -40 to +70C**
- **DC Isolation: 4000V RMS**
- **Humidity : 5% to 90% non-condensing**
- **Weight: 2.75 lbs.**
- **Dimensions: 7.4"h x 2.6"2h x 5"d**



Approvals

- Hazardous locations : Class1 Division 2
- CE Marking
- Emissions: FCC Part 15 (Class A)
- EN55022
- Safety: Compliant with CSA C22.2 No. 60950)
- UL 60950, EN60950
- NEMA TS 2 Traffic control equipment
- IEEE 1613 Electric Utility Substations

Router - Cisco 3900



General Specifications

AC input voltage: 100 to 240 VAC

AC input frequency 47 to 63 Hz

AC input current range, AC power supply (maximum): 7.1 to 3.0A

AC input surge current : <50A

DC Operating Input Voltage: 24Vdc - 60Vdc

Typical Current range, DC power supply: 6.5A

DC Input Surge Current : <50A

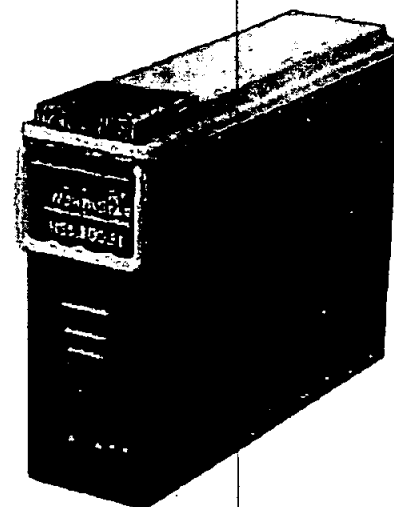
Typical power (no modules) (watts): 158

Dimensions (H x W x D) : 5.25 x 17.25 x 18.75

Mission Critical Batteries

Part of ATCS Base Station Package

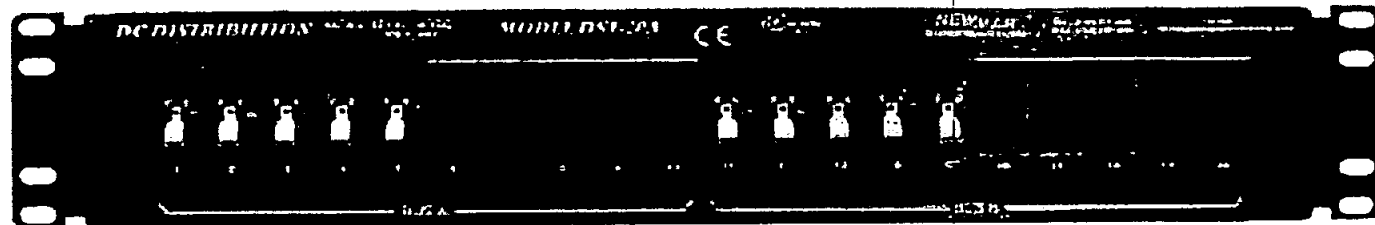
- Model: NSB100FT
- 8 hour capacity to 1.75 Volts/Cell – 101Ah
- Float Voltage 2.27 +/- 0.02
- Nominal Voltage 12V
- Impedance (1kHz) 34mOhm@77f
- Weight: 2.75 lbs.
- Dimensions: 11.3"h x 4.2"w x 15.6"d
- Operating Temperature -40F to 149F
- 24VDC Battery Bank Capacity: 400Ah



Compliant with:

- Telecordia SR4228
- Bellcore GR-63 Core. Issue 1
- DOT 49CFR173/159(d) (i) and (ii)
- UL Approval
- British and German telecom standards

Circuit Breakers & DC Distribution Panel



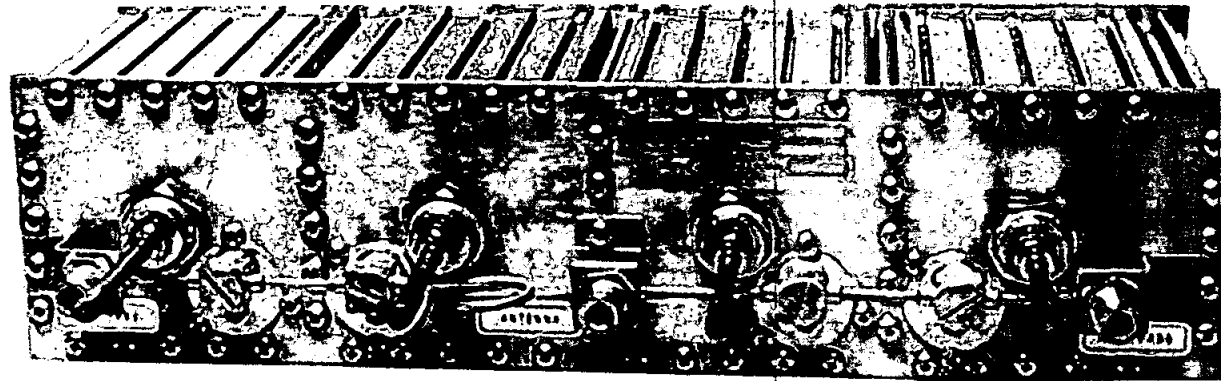
- Model: DST-20A
- Voltage : 12/24/48
- Total Current Capacity: 900A
- Dual Bus
- Weight: 12 lbs
- Dimensions: 3.5"h x 19"w x 14.4"d
- Operating Temperature -40C to +70C

Approvals

- UL Listed
- CE Marking
- 1801 First Edition
- C22.2 N0. 225-M90

4 Cavity Res-Lok Q-Circuit Duplexer 746-960 Mhz

Part of ATCS Base Station Package



- Model: Q4220E-2
- 1db Insertion Loss
- 80db Isolation
- 4 Cavity
- Dimensions: 19"w x 4.25h x 9"d
- Weight: 6 lbs.

ATCS Channel 3

Base TX 935.9875 MHz

Base RX 896.9875 MHz

WE MOVE PEOPLE

COASTER

BREEZE

SPRINTER

North County Transit District

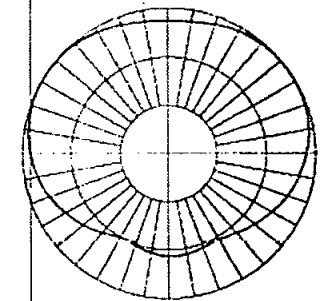
810 Mission Avenue, Oceanside, CA 92054

(760) 967-2828 • www.GoNCTD.com

ATCS 900Mhz Enclosed Dipole Array Antenna

Part of ATCS Base Station Package

- Model: SE414-SF2P2LDF
- Frequency Range: 850 – 960 MHz
- Bandwidth: 110MHz
- Gain: 9.6 dBi
- Polarization: Vertical
- Base Pipe Diameter : 2.88"
- Dimensions : 53"L x 2.88"W x 8.5"d
- Weight: 14 Lbs.
- Temperature: -40 to +140 degrees F
- Wind Loading ft2:3
- Rated Wind Velocity (mph) 150
- Lateral Thrust (100mph):112 lbs.

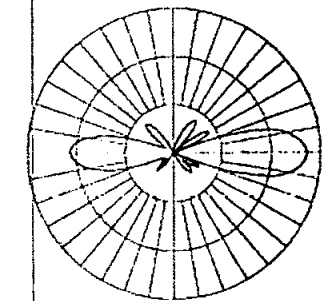


MEASURED RADIATION PATTERN
VERTICAL POLARIZATION

Azimuth

Radiation Class - 10 dB per Division

SINCLAIR TECHNOLOGIES



MEASURED RADIATION PATTERN
VERTICAL POLARIZATION

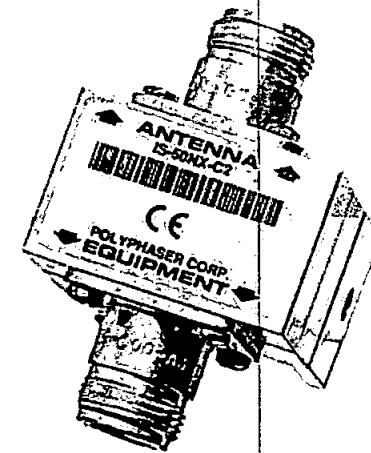
Elevation

Radiation Class - 10 dB per Division

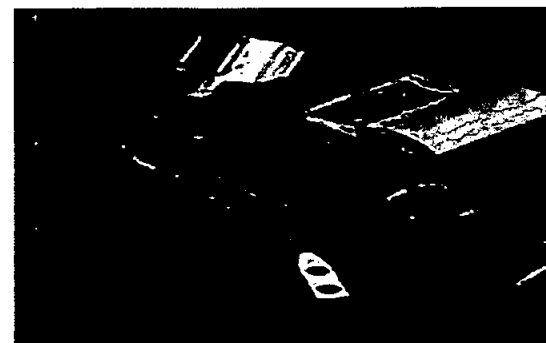
Lightning Protection and Grounding

Part of ATCS Base Station Package

- Model: IS-50NX-C2
- Frequency Range: 125MHz – 1 GHz
- N Female Type
- Turn On Voltage : 600 VDC +/- 20%
- Base Pipe Diameter : 2.88"
- Dimensions : 53"L x 2.88"W x 8.5"d
- VSWR : 1.1:1 125Mhz to 1GHz
- Mounting Flange Grounded to Ground Bus



- Transmission Line Ground Kit:



DC Power & BTU Calculations Rack #1 – (ATCS)

(This Rack will use a dedicated NCTD supplied 24VDC battery plant)

24VDC Power Calculations (NCTD dedicated battery plant and charger).

• MTR2000 Radio (Typical 60% duty cycle):	264	Watts
• High Stability Oscillator:	10	Watts
• Base Communication Manager	12	Watts
• CNA2000 Protocol Convertor	12	Watts
• Rugged Com Ethernet Switch	10	Watts
• Cisco Router	158	Watts
Total	<u>466</u>	Watts

Total AMP's @24VDC = 19.4 A

Rack #1 Watts to BTU/HR Total	<u>1590</u>	BTU
--------------------------------------	--------------------	------------

DC Power & BTU Calculations Rack #2 – (PTC)

(This Rack will be powered from the sites existing 48VDC plant)

48VDC DC Power Calculation

• Wilmore 48 VDC to 24VDC Converter	400	Watts
• 6Ghz Microwave Radio:	164	Watts
Total	<u>564</u>	Watts

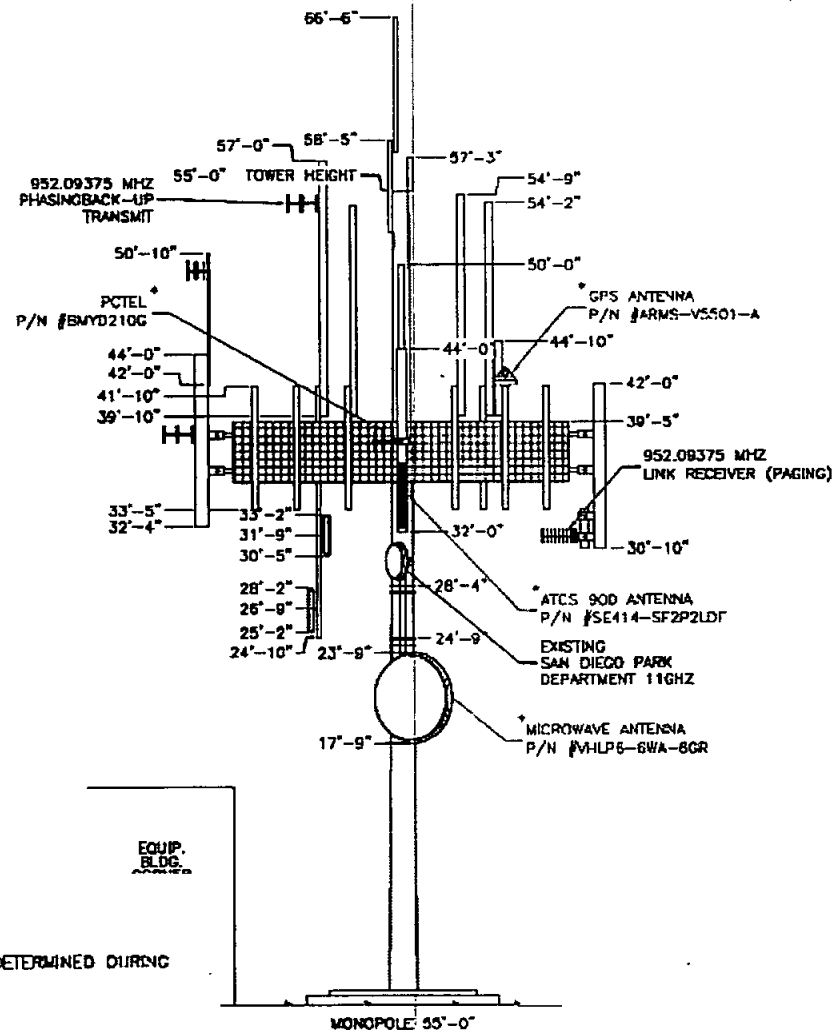
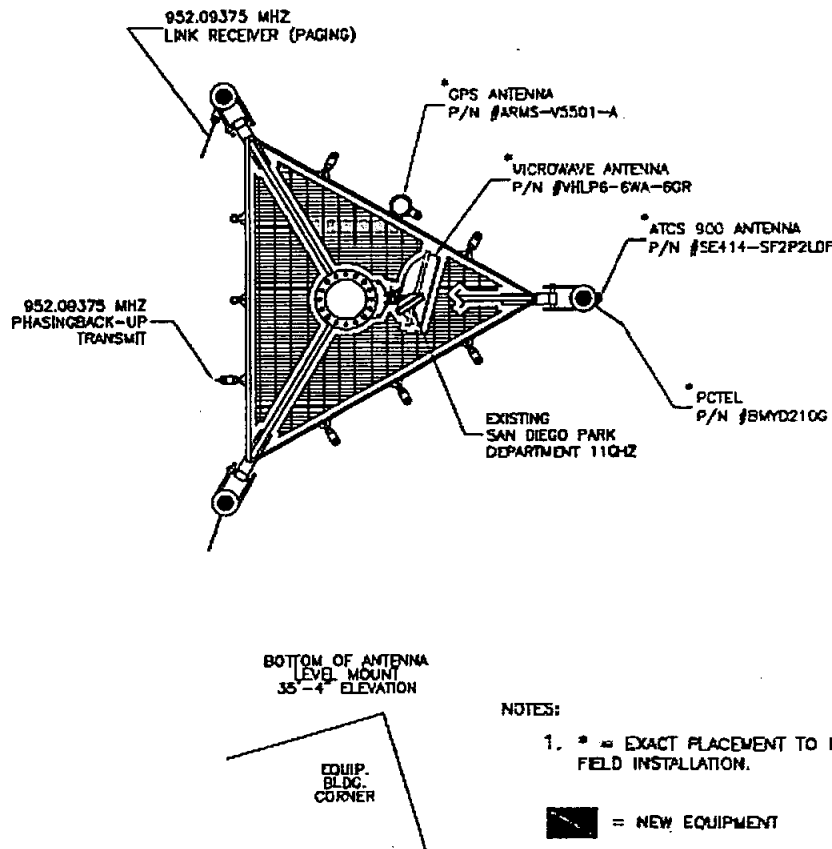
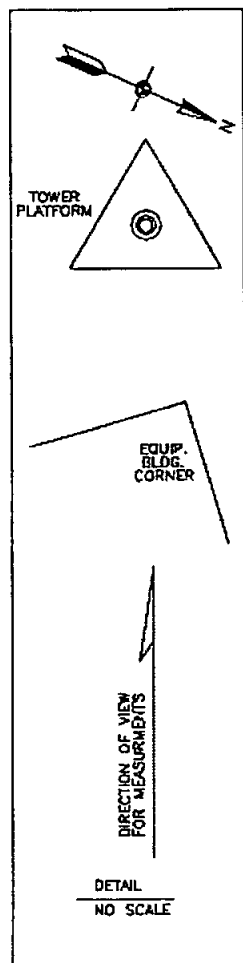
Total AMP's @ 48VDC = 11.75A

24VDC DC Power Calculation

Meteorcomm 220 Mhz Data Radio 24v	168	Watts
Total AMP's @24VDC = 7A		
Total	<u>168</u>	Watts

Rack #2 Watts to BTU/HR Total	<u>2497</u>	BTU
-------------------------------	-------------	-----

Tower Antenna Placement



WE MOVE PEOPLE

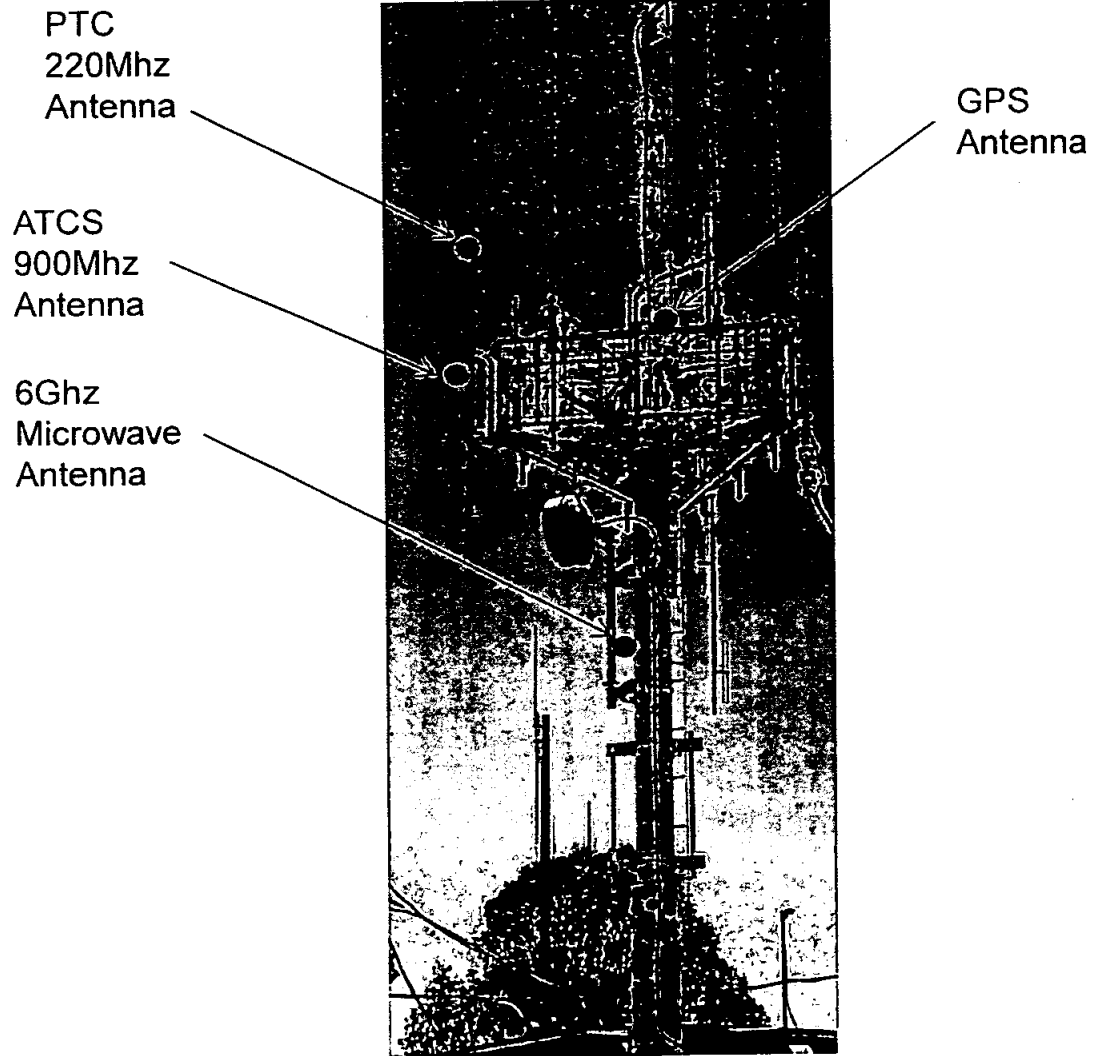
COASTER

BREEZE

SPRINTER

21

Tower Antenna Placement



WE MOVE PEOPLE

COASTER

BREEZE

SPRINTER

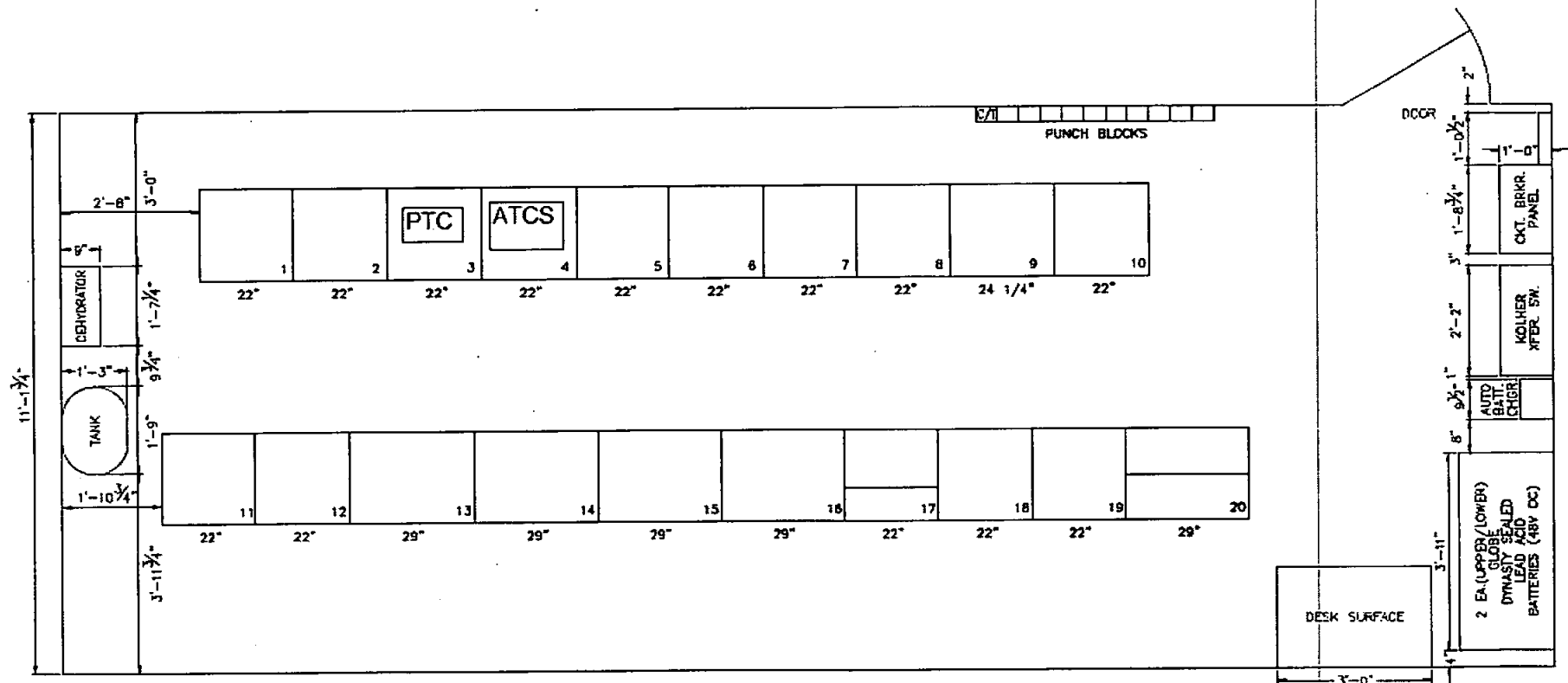
22

North County Transit District

810 Mission Avenue, Oceanside, CA 92054

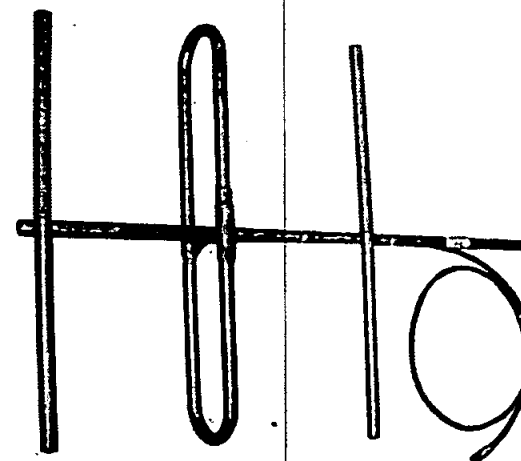
(760) 967-2828 • www.GoNCTD.com

Rack Placement

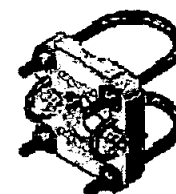


PTC 220Mhz Antenna

- **Model: BMYD210G**
- **Frequency Range: 212-225 MHz**
- **Horizontal Beam width: 90 degrees**
- **Vertical Beam width 65 degrees**
- **Gain: 6.5 dBd**
- **Dimensions : 40" x 27.75" x 5.5"**
- **Weight: 4 Lbs.**
- **Elements: 3**
- **Connector : N Female**
- **Lateral thrust: 20.5 lbs.**
- **Rated Wind Velocity (mph) 150**

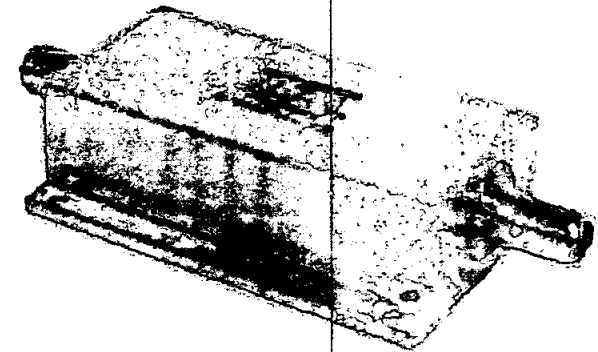


BMYD210G antenna
(top) and BWC1001
mount (right)



PTC 220Mhz Band Pass Filter

- **Model: RRF-220-NFF BMYD210G**
- **Out of Band Rejection: $\geq -60\text{dB}$**
- **Return Loss: $\geq -20\text{dB}$**
- **Insertion Loss: $\leq 0.9\text{dB}$**
- **Surge Protection:**
 - **Max 10kA IEC 61000-4-5, 8/20us waveform**
 - **Throughput Energy: $<50\mu\text{J}$ for 3kA, 8/20us waveform**



GPS Antenna

- Model: ARMS-V5501-A
- Frequency Range: 694-894 & 1710-22610MHz
- VSWR : 2:1
- Max Power : 10W
- Dimensions : 6.5 " dia. x 5.3" H
- Connector : N Plug
- Impedance: 50 ohm
- Aluminum Pipe Mount 1 1/4" Pipe
- Rated Wind Velocity (mph) 150
- Operating Temp: -40 to +80C



Mobile Mark
Communication Antennas

WE MOVE PEOPLE

COASTER

BREEZE

SPRINTER

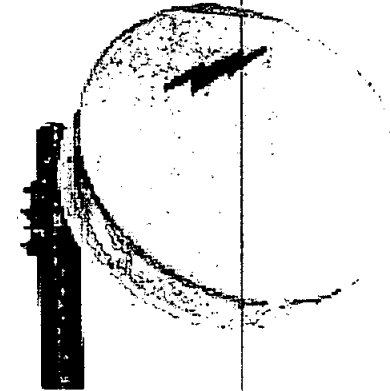
North County Transit District

810 Mission Avenue, Oceanside, CA 92054

(760) 967-2828 • www.GoNCTD.com

6Ghz Dish

- **Model: VHLP6-6W-6GR/A**
- **Diameter : 6'**
- **Weight: 137 lbs.**
- **Wind Velocity Operational: 124 lbs**
- **Wind Velocity Survivability 124 lbs**
- **Operating Frequency: 5.925 – 7.125Ghz**
- **Beam width Horizontal : 1.8°**
- **Beam width Vertical : 1.8°**
- **Front to Back Ratio: 65 dB**
- **Gain**
 - **Low Band: 37.8dB**
 - **Mid Band: 39 dB**
 - **High Band: 39.8 dB**
- **VSWR: 1.30**
- **Return Loss: 17.7 dB**
- **RPE: 7138A**

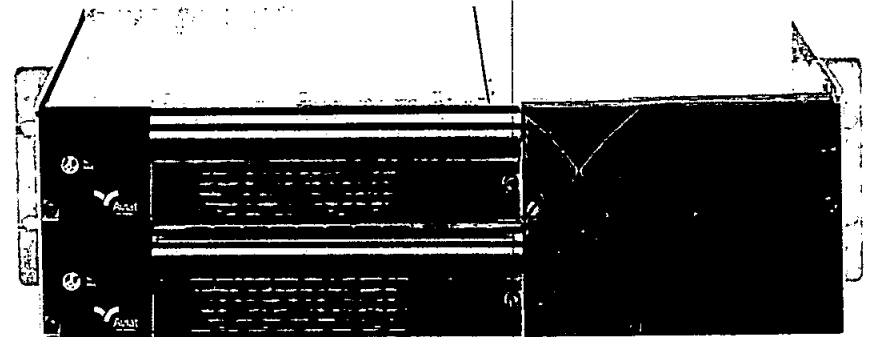


- **Electrical Compliance:**
 - **Brazil Anatel Class2**
 - **Canada SRSP 307.1**
 - **US FCC Part 101B1**
 - **US FCC Part 101 B2**

Aviat Eclipse 6Ghz Backhaul Microwave

GENERAL SPECIFICATIONS

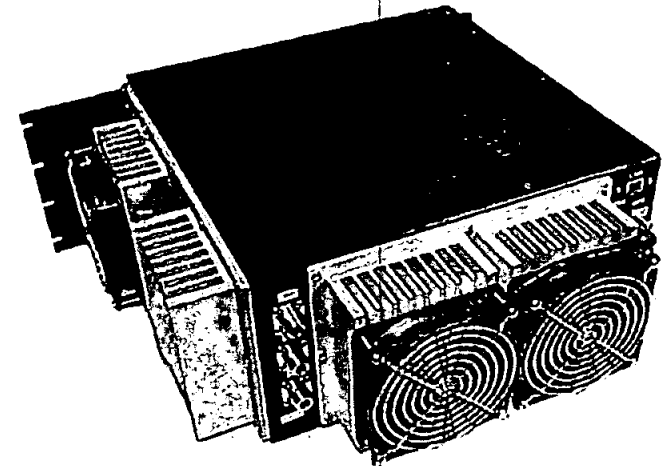
- **Model :**
 - IRU600
 - RAC60E DAC GE V3
 - Aux NPC
 - INUe
- **Frequency: 6 GHz**
- **Operating Voltage: 48VDC**
- **Power Consumption: 564W (includes 48/24 DC converter).**
- **Max Current load: 11.75A**



Meteorcommn - 220Mhz Software Defined Radio

GENERAL SPECIFICATIONS

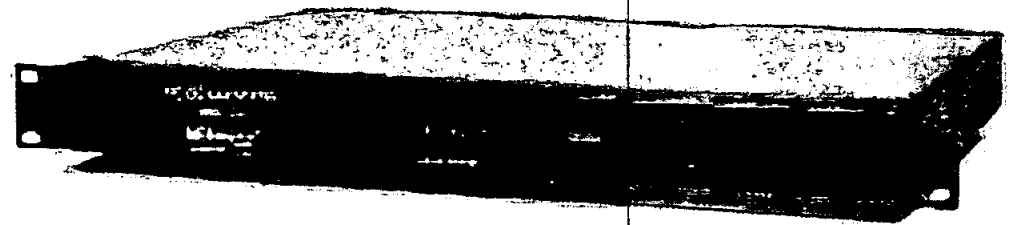
- Model : ITC Base Station
- Frequency Range: 220 -222 MHz
- Channel Spacing: 25Khz
- Temperature Range: -30° to 70° C
- Frequency Stability: ± 0.1 PPM
- DC Input Voltage: 21-27VDC
- DC Current Drain :
 - 11A Transmit (7.5A Typical)
 - 1.2A Receive
- RF Output Power : 75 W
- Max Useable Sensitivity, Static BER $<10^{-4}$:
 - 16kbps TT/4DQPSK -111dbm
 - 32kbps TT/4DQPSK -108dbm



Wilmore 48/24 DC Converter

GENERAL SPECIFICATIONS

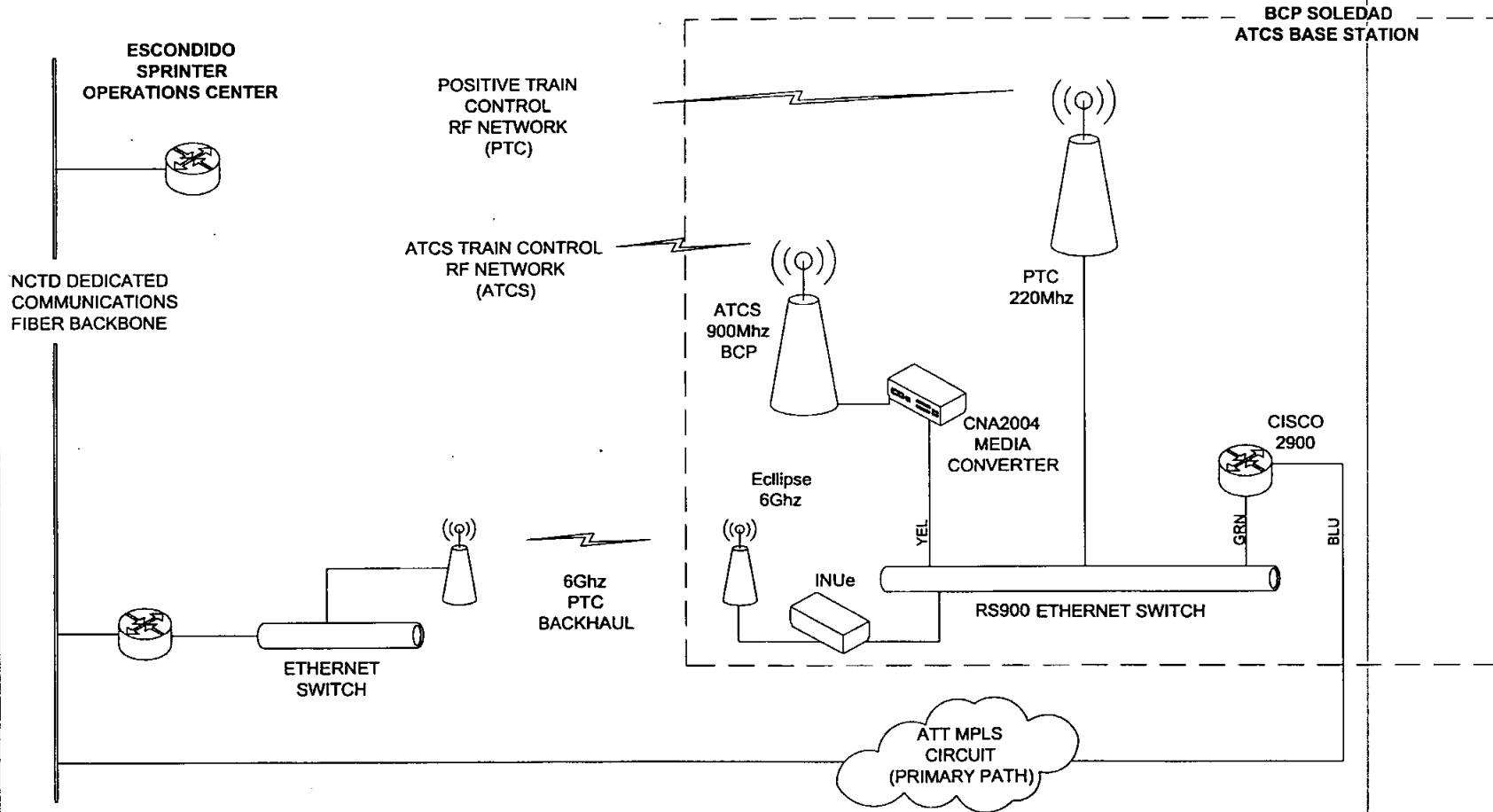
- Model : 1720-48-24-16
- Input Current (ADC): 9.0
- Output Voltage: 24VDC
- Output Current: 0-16
- Output Voltage Regulation:
 - Versus line: $\pm 0.5\%$
 - Versus load: $\pm 1\%$
- Output Voltage Ripple:
 - 5 millivolts rms (typical)
 - 50 millivolts peak to peak (typical)
- Operating Temperature: -40° to $+95^{\circ}$ C
- Dimensions: 19" W x 11.1" D x 1.72" H
- Weight: 10 lbs.



SOLEDAD COMMUNICATIONS OVERVIEW

NOTES:

1..



ACAD2007

REVISIONS					
REV	DATE	DESCRIPTION	DESIGN	DRAWN	CHK'D
V4	9/10/12	INITIAL RELEASE - AS INSTALLED	RL/GT	CT	RL

CCI
Convergent Communications Inc.

NORTH COUNTY TRANSIT DISTRICT

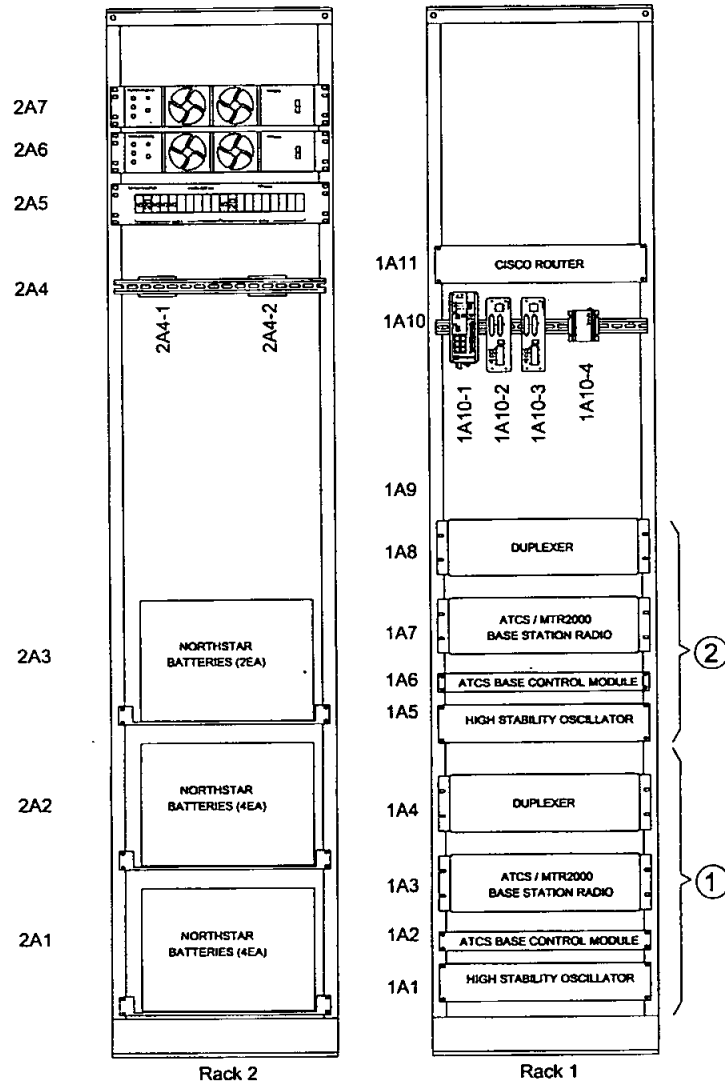
**NORTH COUNTY TRANSIT DISTRICT
BCP SOLEDAD
COMMUNICATION OVERVIEW**

DISCIPLINE: COMMUNICATIONS SHEET NAME: SLDADV2SH3.DWG

SHEET
3
OF
11

Exhibit E-1

NOTES:



16				
15				
14				
13				
12				
16	1	2900	2900 ROUTER	CISCO (1A11)
15	1		2.4G PARABOLIC ANT	AFAR (NOT SHOWN)
14	2		900MHZ OMNI ANT	AFAR (NOT SHOWN)
13	1		DIN RAIL	2A4
12	1	RS900	RS900	RUGGEDCOM (1A10-1)
11	1		ETHERNET CABLE	AFAR (NOT SHOWN)
10	1		DATA/POWER CABLE	AFAR (NOT SHOWN)
9	1		POWER INSERTER	AFAR (1A10-4)
8	1	AR24010E	2.4G PULSAR RADIO	AFAR (NOT SHOWN)
7	1	DST-20A	PWR DISTRIBUTION PNL	NEWMAR (2A5)
6	1	PM12-40A	POWER MODULE 12VDC	NEWMAR (2A7)
5	1	PM-24-35	POWER MODULE 24VDC	NEWMAR (2A6)
4				
3	2	CNA1004-001	Comm Network Adapter	CCI (1A10-1, 1A10-2)
2	2	9002-53410-0217	Base Communications Pkg.	INVENSYS (PKG 1 & 2)
1	10	NSB100FT	Battery	Northstar (2A1, 2A2, 2A3)
ITEM NO.	QTY. REQ'D.	PART OR IDENTIFYING NO.	NOMENCLATURE OR DESCRIPTION	DATA: SPEC, REF DES, SIZE, NOTES, VENDORS

LIST OF MATERIAL

REVISIONS				
REV	DATE	DESCRIPTION	DESIGN	DRAWN
V4	9/10/12	INITIAL RELEASE - AS INSTALLED	RL/CT	CT

CCI
Convergent Communications Inc.



NORTH COUNTY TRANSIT DISTRICT
BCP SOLEDAD
DATA EQUIPMENT RACKS

DISCIPLINE: COMMUNICATIONS SHEET NAME: SLADV23H.DWG

SHEET
4
OF
21

Exhibit E-2

Exhibit F: Emergency Maintenance Procedures

If SUBLESSEE discovers that any of the Communications Equipment is damaged, SUBLESSEE 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 **SUBLESSEE'S Network Operation Call Center at _____ or _____**.

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

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

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

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

Exhibit G: CITY Lease

Contract No. N6247309RP00030
Supersedes Contract N6871191RP00P16
Activity/UIC N63406

**DEPARTMENT OF THE NAVY
GENERAL PURPOSE OUTLEASE**

BETWEEN

**THE UNITED STATES OF AMERICA
AND
THE CITY OF SAN DIEGO**

THIS LEASE, executed this 1ST day of SEPTEMBER 2009 by and between THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government" and, the City of San Diego, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Government owns that certain real property known as the Mount Soledad Signal Station, which is located in La Jolla, California and is under the control of the Department of the Navy, Naval Base Point Loma.

WHEREAS, the Leased Premises covered by this Lease and described in Section 1 of this Lease is a portion of the Mount Soledad Signal Station, and

WHEREAS, the Leased Premises are not excess property as defined in section 3 of the Federal Property and Administrative Services Act of 1949, as amended, (40 U.S.C. §102); and

WHEREAS, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. §2857, has determined that the proposed use of the Leased Premises, subject to the terms and conditions of this Lease will promote the national defense or be in the public interest.

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

1. LEASED PREMISES.

A. Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from the Government approximately 825 square feet of site area, which includes a 360 square feet equipment shelter, a 50 foot monopole, a 10 x 10

concrete pad and generator, hereafter referred to as the Leased Premises at the Navy Consolidated Area Radio Trunking System Complex as shown on Attachment A, attached hereto and made a part hereof, together with all improvements and all related Personal Property as described and/or shown in Attachment A, and with all rights of access to the Leased Premises for ingress, egress, parking, and utilities as provided in accordance with Paragraphs 10 and 30 below.

B. Property Condition, Lessee understands that the Leased Premises are offered and leased on an "as is, where is" basis, without representation or warranty on the part of the Government as to suitability for any purpose. Lessee has inspected the Leased Premises, knows the extent and condition of said Leased Premises, and acknowledges receipt of the Leased Premises as is, where is, from the Government. The Government is under no obligation to make any repair, alteration, or addition to the Leased Premises or to perform any act of maintenance or upkeep thereto.

2. **TERM.**

The term of this Lease shall be for a period of five (5) years beginning on 1 SEPT 2009, and ending on 31 AUGUST 2014 unless sooner terminated in accordance with the provisions of Paragraph 14, Termination. At the discretion of the Government, the term of this Lease may be extended for three (3) additional periods of five (5) years each by delivery to the Local Government Representative of written notice of Lessee's request to extend no later than ninety (90) days prior to the expiration of the then current term, provided no extension shall be granted which creates a total term in excess of twenty (20) years. Each succeeding lease term shall be on the same terms and conditions as the initial term, except with respect to expiration date and rent. Per 10.U.S.C. §2685, Lessee will provide funding at least nine months prior to the termination of the Lease to have a fair market rent value appraisal of the Leased Premises performed by the Navy, and the future rent shall be modified accordingly based on the completed appraisal and prior to the beginning of the new term. Rent for any succeeding term shall not be less than the preceding term.

3. **CONSIDERATION.**

Lessee shall pay an annual rent of \$31, 200.00, payable quarterly in advance. The rent shall increase each year thereafter by 3% as stated in the rent schedule below:

Rent Schedule:

Lessee	Year 1 Rent	Year 2 Rent	Year 3 Rent	Year 4 Rent	Year 5 Rent
CITY OF SAN DIEGO	\$31,200.00	\$32,138.00	\$33,100.00	\$34,083.00	\$35,118.00

Rent check shall be made payable to "The Treasurer of the United States", citing the Contract Number appearing at the top right corner of this Lease Agreement. The check (s) shall be delivered to the following address:

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Asset Management, Real Estate Branch (RES.JP)

4. USE OF LEASED PREMISES.

A. Purpose. The purpose for which the Leased Premises may be used, in the absence of prior written approval by the Government, is a lease for the installation, operation, maintenance and removal of racks and antennas and communication equipment in conjunction with the Lessee's primary business of mobile communications service. The Lessee shall be responsible for all labor, materials, equipment and supplies and associated costs used in conjunction with the construction, installation, operation, maintenance and removal of antennas and communications equipment. The Lessee understands and acknowledges that this Lease is not and does not constitute a commitment by the Government with regard to any fee title conveyance of the Leased Premises, in whole or in part, to Lessee or any agency or instrumentality thereof, or to any sublessee.

B. Design Criteria. Lessee shall not erect any cards, signs, or billboards containing advertising on Government property.

C. Warning Signs. At each wireless antenna facility constructed, the Lessee shall post easily readable Warning Signs, located at prominent locations that can be easily seen from all avenues of approach on all four sides of the facility. Such signs shall be posted and legible at distances and locations sufficient to forewarn personnel before they breach the required Safety Standoff distance for the specific emitter(s).

D. Historic/Archeological Property. Lessee shall not undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration or repairs of the Leased Premises, without the prior written approval of the Government and compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. §470, and the Archeological Resources Protection Act of 1979, 16 U.S.C. §470 aa. Buried cultural materials may be present on the Leased Premises. If such materials are encountered, Lessee shall stop work immediately and notify the Government. The Government has no knowledge of any designated historical or archeological property or sites on the Leased Premises; in the event that it becomes aware of such property, the Government will immediately notify the Lessee. The Lessee shall, upon discovering Native American Human remains, funerary objects, sacred objects, or object of cultural patrimony, as those terms are defined in 43 C.F.R. 10.2(d) immediately notify by telephone the Base Archaeologist, Natural and Cultural Resources Manager, Andy Yatako, at 619-532-2800, followed by written confirmation within 5 days of discovery. The Lessee shall cease all activities in the area of the inadvertent discovery until directed otherwise by the Base Archaeologist. Additionally, the Lessee shall make a reasonable effort to protect any such Native American Human remains, funerary objects, sacred objects, or objects of cultural patrimony so discovered.

E. Natural/Cultural Resources. Lessee shall manage the natural and cultural resources on the lands leased for their use consistent with the philosophies and supportive of the objectives of the Activity Integrated Natural Resource Management Plan and the Integrated Cultural Resource Management Plan.

5. ASSIGNMENT AND SUBLEASING

A. Lessee shall neither transfer, assign, or sublet this Lease or any interest therein or any property on the Leased Premises, or grant any interest, privilege or license whatsoever in connection with this Lease without the prior written consent of Government. Consent to any assignment, sublease, or license will be conditioned on the new operator presenting proof of appropriate licensing by the Federal Communications Commission (FCC) to the Real Estate Contracting Officer.

B. Any sublease granted by Lessee shall contain a copy of this Lease as an attachment and be identical to the terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of the Government to Lessee or any sublessee, except as specifically provided in this Lease. No sublease shall relieve Lessee of any of its obligations hereunder. Under any sublease made with or without consent of the Government, the sublessee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. Every sublease shall be subject to, and shall be deemed to contain, the Environmental Protection provisions set forth in Paragraph 13 below.

C. Lessee shall submit to the Government for its prior written consent, a copy of each sublease Lessee proposes to execute. Such consent may include a requirement that Lessee renegotiate and revise the sublease to conform to the provisions of this Lease. Consent to the sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties to this Lease. Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Upon its execution, a copy of each sublease shall be immediately furnished to the Government.

D. As additional rent, the Lessee agrees to pay the Government on an annual basis, 50% (fifty percent) of any and all rents, fees, or other payments, for use of the Leased Premises or any Improvements thereon, received from third parties under a sublease/license or other arrangement as approved by the Government. The Lessee will be responsible for providing an accounting of all sublease/license payments made to the Lessee to the Government on a quarterly basis and/or otherwise transferred use of the Leased Premises to another without charge or for less than fair market rental, Lessee shall pay to the Government on an annual basis 50% (fifty percent) of the Government's Fair Market Rental appraisal for the interest or use so transferred by Lessee.

6. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL).

A. Prior to use and occupancy of the Leased Premises by the Lessee or any sublessee, a Joint Inspection and Inventory Report (JIIR) thereof will be conducted by representatives of the Government and the Lessee and a complete inventory of Government real and personal property located thereon shall be made. JIIR shall describe the condition of the Leased Premises and will note any deficiencies found to exist. The report is attached to the Lease and made a part thereof as Attachment B.

B. Each inventory contained in the JIIR shall be identified by building number or facility number and signed and dated by the parties to this Lease. All personal property in a building, unless specifically exempted by the terms and conditions of this Lease shall remain with the building.

C. The Leased Premises shall be delivered to the Lessee on an "As is, Where is" basis, and, as such, Government makes no warranty relative to the Leased Premises as to its usability generally or as to its fitness for any particular purpose.

7. ENVIRONMENTAL CONDITION OF PROPERTY REPORTS

Environmental Condition of Property (ECP) is attached to this Lease and made a part hereof as Attachment C. The ECP describes the existing environmental conditions of the Leased Premises as represented by a baseline survey conducted by the Government, and sets forth the basis for the Government's determination that the Leased Premises are suitable for leasing. Lessee and each sublessee are hereby made aware of the notifications contained in the ECP and shall comply with all restrictions set forth therein.

8. ALTERATIONS/RESTORATION

A. Lessee, or any sublessee, shall not construct or make any construction, alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the Leased Premises in any way (hereinafter called "work"), including those that may adversely affect human health or the environment, without the prior written consent of the Government. Such consent shall not be unreasonably withheld. Further, such consent may involve a requirement to provide the Government with a performance and payment bond satisfactory to the Government in all respects and other requirements deemed necessary to protect the interests of the Government. Lessee shall provide Government with prior written notification and a full description of the proposed work including any other information on the proposed work on the Leased Premises requested by Government. Except as provided herein or provided in the Government's written approval, all such approved work affixed to the Leased Premises shall, upon expiration or termination of the Lease, become the property of the Government. Upon expiration or termination of the Lease or by expiration, termination, revocation or surrender of any sublease, to the extent directed by the Government, Lessee or sublessee shall either:

(1) Remove, at no cost or expense to the Government within 30 days of the termination, revocation, surrender or expiration of the Lease, all alterations, additions, betterments, and improvements made or installed without the consent of the Government or which were previously noted by the Government to be removed, and restore the Leased Premises, to the same or as good condition as existed on the date of entry under this Lease; subject to reasonable wear and tear and loss or damages for which the Lessee is not responsible hereunder; or

(2) Abandon such work and/or improvements in place, at which time title to said work and/or improvements shall vest in the Government; provided, in either event all personal property and trade fixtures of Lessee or any third party may be removed and Lessee or such third party shall at no cost or expense to the Government repair any damages to the Leased Premises resulting from such removal.

9. ACCESS BY GOVERNMENT.

At all reasonable times throughout the term of this Lease, the Government shall be allowed access to the Leased Premises for any purpose upon reasonable notice to Lessee or sublessee. Government normally will give Lessee or any sublessee 24-hour prior notice of its intention to enter the Leased Premises, unless it reasonably determines the entry is an emergency required for safety, health, environmental, operations or security purposes, in which event no notice shall be required. Lessee or sublessee shall have no claim on account of any entries against the Government or any Government officer, agent, employee or contractor, provided, however, that nothing herein shall be deemed to prejudice the rights of the Lessee or any sublessee under any contract, other agreement or law including, but not limited to the Federal Tort Claims Act, as to the Government. However, access shall be limited to normal hours with alternative arrangements made for after hours access with the designated Government Representative. All necessary keys to the buildings, and Leased Premises occupied by Lessee or any sublessee shall be made available to the Government upon request.

10. UTILITIES AND SERVICES.

Provision to the Leased Premises of any utilities such as gas, water, steam, sewer, telephone, trash removal, etc., shall be at the cost or expense and the responsibility of the Lessee and any sublessee. In the event that the Lessee shall request and the Government shall furnish Lessee with any utilities and services maintained by the Government that Lessee may require in connection with its use of the Leased Premises.

Lessee shall pay the Government the agreed charges therefore in addition to the rent required under this Lease. Such charges and the method of payment thereof shall be determined by Government or the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the Government or appropriate supplier of such service may establish, and may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of the Lessee. It is expressly agreed and understood that the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to the Lessee. Lessee shall have the right, subject to Paragraph 8 above herein, to install such utilities or make improvements to existing utilities on the Leased Premises, including but without limitation, the installation of emergency power generators, as may be necessary for the operation of Lessee's equipment.

In accordance with this section, the supplier of such utilities and services is Space and Naval Warfare Systems Center, San Diego (SSC SD). SSC SD has determined that the charges for utilities and services and the method of payment under this Lease shall be governed by a Memorandum of Agreement (MOA) between SSC SD and the Lessee.

11. NON INTERFERENCE WITH GOVERNMENT OPERATIONS.

A. Lessee or any sublessee shall not conduct operations or activities, nor make any alterations, that would interfere with or otherwise restrict Government operations, environmental clean-up or restoration actions by the Government, U. S. Environmental Protection Agency (EPA), state environmental regulators, or their contractors. Cleanup, restoration, or testing activities for environmental purposes by these parties shall take priority over Lessee's or any sublessee's use of the Leased Premises in the event of any conflict. However, the Government will take reasonable steps to prevent interference with the Lessee's or the sublessee's use of the Leased Premises.

B. Lessee shall not install or use any equipment or device that emits or transmits electronic signals of any kind without obtaining express prior written permission from the Naval Base Point Loma Commanding Officer and the Government's Frequency Manager. No device will be allowed that conflicts with the findings of the Joint Spectrum Center Analysis. Approved equipment and devices shall be operated in such a manner as to produce electronic emissions only at the frequency or frequencies specified in said written permission. In the event the Government determines that any electronic emissions represent a hazard to aircraft or interference with Government operations, Lessee will, upon notification, immediately cease operating the device or equipment causing such emissions regardless if it was previously approved.

C. The Lessee shall not itself conduct nor permit its contractors to conduct, any subsurface excavation, digging, drilling, or other disturbance of the surface without prior written approval from Mr. Bruce Thomas, Facility Manager, SSC SD at 819-553-3835; email bruce.w.thomas@navy.mil.

D. Lessee covenants and agrees that in the event Lessee's telecommunications transmission system is damaged, or full service of the system is otherwise in any way interrupted or disrupted, by any action of the Government or its agents, employees, or contractors, the liability, if any, of the Government shall be limited, and only as authorized by applicable federal law, to the cost of repair or replacement if necessary of the physical damage to the system, and shall specifically exclude any liability for consequential damages to Lessee or any customer of Lessee or any other third party resulting from any loss, interruption or disruption of telecommunication service. Lessee agrees to indemnify, defend, and hold harmless the Government, its agents, employees, and contractors, of, from, and against any and all claims, demands, and suits by any third party for loss or damages alleged to have been in any way caused by or in any way result from, any such damage to, or disruption of service from Lessee's telecommunication transmission system. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors, excluding third parties acting for, on behalf of, or under solicitation or invitation of Lessee.

12. PROTECTION AND MAINTENANCE OF LEASED PREMISES.

A. Protection/Maintenance. Lessee shall, at its own expense, protect, preserve, maintain, and repair the Leased Premises such that it will be kept at all times in at least as good condition as when the Lessee received it as reflected in the JIR, attached hereto and made a part hereof as ATTACHMENT B, normal wear and tear and Acts of God excepted. Lessee's responsibilities shall include, but are not limited to, removal of trash, litter, broken glass and other hazards/obstructions from the Leased Premises that are generated by Lessee, its agents, contractors or employees. Lessee shall ensure the Leased Premises are maintained free of any noxious or nuisance causing condition. Lessee is responsible for the maintenance and repair of all buildings or structures built on the Leased Premises by Lessee.

B. Exterior Utility Systems. The Lessee is responsible for the repair and maintenance of all exterior utility distribution lines, connections, and equipment that solely support Lessee's facilities. This responsibility extends from the facilities leased to the point of connection with the utility system that serves users other than the Lessee. These systems include but are not limited to: heating plants, steam lines, traps, high voltage

transformers, substations, power distribution lines (overhead and underground), poles, towers, gas mains, water and sewage mains, water tanks, fire protection systems, hydrants, lift stations, manholes, isolation valves, meters, storm water systems, catch basins, etc.

C. Refuse Removal. Debris, trash and other undesirable materials shall be promptly removed from the Leased Premises, and the Leased Premises shall be kept reasonably clean and free of undesirable materials at all times. At termination or expiration of the Lease, the Leased Premises shall be left without containers, Lessee's equipment, and other undesirable materials, and in an acceptably clean condition.

D. Security Protection. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate state or local municipal authorities for investigation and disposition and to the Government as property owner.

E. Emergency Contact. In the event of an emergency, or during non business hours, Lessee shall contact the following: Mr. Bruce Thomas, Facility Manager, SSC San Diego at 619-553-3835, or cell 619-613-8787; email: bruce.w.thomas@navy.mil, and the Regional Public Works Trouble Desk at 619-556-7341. Lessee shall notify Mr. Timothy Weiss, Facilities Tenant Liaison, at Naval Base Point Loma, at 619-524-8517, on the first working day after contacting the above emergency number.

13. ENVIRONMENTAL PROTECTION PROVISIONS.

A. Lessee, any sublessees and contractors shall comply with the applicable Federal, state and local laws, regulations and standards that are, or may become, applicable to Lessee's activities on the Leased Premises.

B. Lessee and any sublessee shall be solely responsible for obtaining, at its own cost and expense, any applicable environmental permits required for its operations under the Lease, independent of any existing permits held by the Government. Any and all environmental permits required by the Lessee or any sublessee for its operations on the Leased Premises shall be subject to prior written approval by the Government. Copies of all permits obtained shall be provided to the Government.

C. Government's rights under this Lease specifically include the right for Government officials to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations,

whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government normally will give the Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines that entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee or contractor thereof.

D. The Government, United States EPA, and the State of California, its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Lessee and any sublessee, to enter upon the Leased Premises for the purposes enumerated below and for such other purposes consistent with needs associated with execution of the Government's Installation Restoration Program (IRP);

(1) To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the IRP;

(2) To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

(3) To conduct any test or survey required by the United States EPA or state or otherwise relating to the implementation of the IRP or other assessment of environmental conditions on the Leased Premises or to verify any data submitted to the United States EPA or state relating to such program or conditions;

(4) To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

E. The Lessee agrees to comply with the provisions of any Government health or safety plan in effect under the IRP during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee and any sublessee. The Lessee and any sublessees, assignees, licensees, or invitees shall have no claim on account of such entries against the Government or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the Lessee shall comply with all applicable federal, state and local occupational safety and health regulations.

Nothing herein shall obligate the Government to compensate Lessee or any third person for any lost profits, lost opportunities, wages or operating expenses or any other costs incurred as a result of Lessee's compliance with this provision.

F. The Lessee shall strictly comply with all applicable hazardous waste management and permitting requirements under the Resource Conservation and Recovery Act (RCRA) and/or its applicable state equivalent. Except as specifically authorized by the Government in writing, the Lessee must provide at its own expense all necessary hazardous waste management facilities in compliance with applicable laws and regulations. Any existing Government hazardous waste management facilities will not be made available to the Lessee or any sublessee. Any DoD component accumulation points for either hazardous or non-hazardous wastes shall not be used by the Lessee nor shall the Lessee or any sublessee permit its hazardous wastes to be commingled with hazardous waste of any DoD component. Any violation of the requirements of this condition may, depending upon their severity and at the discretion of the Government, be deemed a material breach of this Lease.

G. The Lessee shall have a Government-approved plan for responding to wastewater, hazardous waste, fuel, or toxic chemical spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of any existing Government plan and, unless expressly agreed to by the Government otherwise, shall not rely on use of Government personnel or equipment for necessary fire response and/or spill containment. Should the Government provide fire response and/or spill containment services upon request of the Lessee, or because Lessee was not, in the opinion of the Real Estate Contracting Officer, conducting timely cleanup actions, the Lessee shall reimburse the Government for the full cost of such services.

H. The Lessee shall not conduct or permit any sublessee(s) to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Government. If, after receipt of written approval by the Government, the Lessee undertakes any subsurface excavation, digging, drilling, or other disturbance of the surface, the Lessee shall immediately notify the Government should any buried debris, or foreign, potentially hazardous material be encountered during this work.

I. Lessee shall indemnify and hold harmless the Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, or disposal, arising from Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or responsibility under Federal, state, or local environmental laws. This provision shall survive the expiration or termination of the Lease, and Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for Lessee's or any sublessee's actions.

J. The Lessee and any sublessee shall provide prior written notification to the Government of any articles, tools, equipment, or devices brought on-site that contain radioactive material. Examples of potential radiological sources include radium-containing dials, gauges, and illuminators; tritium in illuminators and exit signs; thorium in optical lenses or welding consumables; abrasive blasting material; or any radioactive source used for calibration, medical diagnosis or therapy, or industrial radiography. The Lessee is responsible for removal of any such potential radiological sources upon termination of the Lease.

K. Storage, treatment, or disposal of toxic or hazardous materials on the Leased Premises is prohibited except as authorized by the Government in accordance with 10 U.S.C. §2692.

14. TERMINATION.

A. Termination by Government. The Government shall have the right to terminate this Lease in whole or part, without liability, and regardless of any lack of breach by Lessee of any of the terms and conditions of this Lease and for any reason upon one hundred and twenty (120) days written notice to Lessee.

B. Federal Communication Commission (FCC) License. The Government may terminate this Lease immediately upon written notice to the Lessee if Lessee fails to maintain its license from the FCC to provide wireless telecommunication service in the service area of which the Leased Premises is a part.

C. National Emergency. In the event of a national emergency declared by the President or the Congress, the Government may terminate this Lease immediately, without notice to Lessee.

D. Breach of Terms By Lessee. In the event of breach by Lessee of any of the terms, conditions, or obligations hereof, the Lessee shall be afforded thirty (30) calendar days from the receipt of Government's notice of intent to terminate for Breach of Terms to complete the performance of the obligation or otherwise cure the subject breach and avoid termination of this Lease, unless Government determines in its sole discretion that a shorter period of time is required for safety, environmental, operational or security purposes. The Government may grant a reasonable extension of time to complete the cure. In the event that the Government shall elect to terminate this Lease on account of the breach by the Lessee of any of the terms and conditions, the Government shall be entitled to recover and the Lessee shall pay to the Government:

- (1) The reasonable costs incurred in resuming possession of the Leased Premises;
- (2) The costs incurred by the Government in performing any obligation on the part of the Lessee to be performed hereunder; and
- (3) An amount equal to the aggregate of any maintenance obligations, and charges assumed hereunder and not paid or satisfied, such amounts shall be due and payable at the time when such obligations and charges would have accrued or become due and payable under this Lease.

E. Sale or Transfer of the Property. If the property upon which the Leased Premises is located is to be sold or transferred by the Government during the term of this Lease, the Government may terminate this Lease by providing one hundred and twenty (120) days written notice to Lessee.

F. Federal Requirement. In the event the property is required for Federal use, or if Lessee's use of the Leased Premises is not consistent with Federal program purposes, the Government may terminate the Lease upon issuance of one hundred and twenty (120) days written notice to Lessee.

G. Termination by Lessee. Lessee may terminate this Lease at any time upon one hundred and twenty (120) days written notice to the Real Estate Contracting Officer at address listed under Section 19.

15. INDEMNIFICATION.

Lessee shall indemnify, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Lessee, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Lessee or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors, excluding third parties acting for, on behalf of, or under solicitation or invitation of Lessee. This covenant shall survive the termination of this Lease.

16. DAMAGE

Lessee covenants and agrees that in the event Lessee's telecommunications transmission system is damaged, or full service of the system is otherwise in any way interrupted or disrupted, by any action of the Government or its agents, employees, or contractors, the liability, if any, of the Government shall be limited and only to the extent authorized by applicable federal law, to the cost of the repair or replacement if necessary of the physical damage to the system, and shall specifically exclude any liability for consequential damages to Lessee or any customer of Lessee or any other third party resulting from any loss, interruption or disruption of telecommunication service. Lessee agrees to indemnify, defend, and hold harmless the Government, its agents employees, and contractors, of, from, and against any and all claims, demands, and suits by any third party for loss or damages alleged to have been in any way caused by or in any way result from, any such damage to, or disruption of service from Lessee's telecommunication transmission system. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors, excluding third parties acting for, on behalf of, or under solicitation or invitation of Lessee. This covenant shall survive the termination of this Lease

17. INSURANCE.

A. At the commencement of this Lease, the Lessee shall provide a document providing proof of self-insurance.

A written statement of self-insurance indicating the \$ amount of coverage for property damage and liability. The letter is to be written on the Lessee's letterhead stating a brief description of your organization's self-insurance program administrator. Reference the appropriate military facility and the contract number. The insurance shall provide an amount not less than a minimum combined single limit of \$4,000,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Lessee, its employees, agents, contractors or invitees under this Lease.

Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

B. All insurance required of the Lessee hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Government or any other person, shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least thirty (30) calendar days after receipt by the Government of written notice thereof.

C. If and to the extent required by law, the Lessee shall provide workman's compensation or similar insurance in such forms and amounts required by law.

D. During the entire period the Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on the Leased Premises to carry and maintain the insurance required below:

(1) Comprehensive general liability insurance in the amount of \$4,000,000.

(2) Workman's compensation or similar insurance in the form and amount required by law.

E. The Lessee and sublessees shall deliver or cause to be delivered promptly to the Contracting Officer a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Lease and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. LABOR PROVISIONS.

A. Equal Opportunity. During the term of this Lease, Lessee and each sublessee agree as follows with regard to all employees located at, or involved with, the Leased Premises:

(1) Lessee and each sublessee shall not discriminate against any employee or applicant for employment because of race, color, age, marital status, handicap, religion, sex, or national origin. Lessee and each sublessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, marital status, handicap, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, retention or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Lessee and each sublessee agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(2) Lessee and each sublessee shall, in all solicitations or advertisements for employees placed at the Leased Premises by or on behalf of Lessee and each sublessee, state that all qualified applicants will receive consideration for employment without regard to age, marital status, handicap, race, color, religion, sex, or national origin.

(3) Lessee and each sublessee shall send to each labor union or representative of workers for the Leased Premises with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by Government, advising the labor union or worker's representative of commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Lessee and each sublessee shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor as they relate to the Leased Premises.

(5) Lessee and each sublessee shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Lessee's or any sublessee's noncompliance with the Equal Opportunity Clause or with any of said rules, regulations, or orders, this Lease or such sublease may be canceled, terminated, or suspended in whole or in part and Lessee or such sublessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Lessee shall include the above provisions in every sublease unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee. Lessee will take such action with respect to any sublessee as Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved in, or is threatened with, litigation with sublessee as a result of such direction by Government, Lessee may request the Government to enter into such litigation to protect the interests of the Government.

B. Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330). This Lease and each sublease, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. §§35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law as they apply to employment at the Leased Premises:

(1) Lessee and each sublessee shall not require or permit any laborer or mechanic in any workweek in which he/she is employed on any work on the Leased Premises to work in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all such hours worked in excess of 40 hours in such workweek. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the employer's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(2) In the event of any violation of the provision of the preceding sub-paragraph, Lessee or sublessee shall be liable to any affected employee for any amounts due, and to the Government for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 18.B.1 above, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the preceding sub-paragraph.

C. Convict Labor. In connection with the performance of work required by this Lease or any sublease, Lessee or such sublessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

18. SUBMISSION OF NOTICES. Notices shall be sufficient under this Lease if made in writing and submitted in the case of Lessee to:

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

and in the case of the Government to:

Naval Facilities Engineering Command Southwest
1220 Pacific Highway, Bldg 127
San Diego, CA 92132-5190
Attn: Teresa Rios, Asset Management, Real Estate Branch
619-556-8873

The above-named individuals shall be the representatives of the parties and the points of contact during the period of the Lease. Such notice shall be deemed to have been given unless delivered personally, when deposited in the U.S. mail, postage pre-paid, certified mail, return receipt requested and addressed as set forth above or to such other address as either party shall have provided to the other by like notice, or upon confirmation of receipt if sent by facsimile on a regular business day and addressed as set forth above, or within twenty-four (24) hours, or the next business day if sent by an overnight delivery service such as Federal Express.

20. AUDIT.

This Lease and any sublease shall be subject to audit by any and all cognizant Government agencies. Lessee and each sublessee shall make available to such agencies for use in connection with such audits all records that it maintains with respect to this Lease or any sublease and copies of all reports required to be filed hereunder or thereunder.

21. INTEREST.

Notwithstanding any other provision of this Lease, unless paid within thirty (30) calendar days, all amounts that become payable by Lessee to Government under this Lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds Rate published by the Secretary of the Treasury pursuant to 31 U.S.C. §3717 (Debt Collection Act of 1982). Amounts shall be due upon the earliest of (a) the date fixed pursuant to this Lease, (b) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination, (c) the date of transmittal by Government to Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount, or (d) if this Lease provides for revision of prices, the date of written notice to Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by lease supplement.

22. AGREEMENT.

This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representation made by, or for, on behalf of either party shall be a part of this Lease. Should conflict arise between the provisions of this Lease and any attachment hereto, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence.

23. FAILURE TO INSIST ON COMPLIANCE.

The failure of Government to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of Government's right to the future performance of any such terms, covenants, or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

24. DISPUTES.

A. This Lease is subject to the provisions of the Contract Disputes Act of 1978, as amended, (41 U.S.C. §§601-613), the "Act".

B. Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

C. "Claim", as used in this clause, means a written demand or written assertion by the Lessee or the Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph 24 C.(2) below. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(1) A claim by the Lessee shall be made in writing and submitted within six (6) years after accrual of the claim to the Commanding Officer, Naval Facilities Engineering Command Southwest, for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Commanding Officer, Naval Facilities Engineering Command Southwest.

(2) Lessee shall provide the certification stated in subparagraph (2)(b)(ii) immediately below, when submitting any claim:

(a) Exceeding \$100,000; or

(b) Regardless of the amount claimed, when using:

(i) Arbitration conducted pursuant to 5 U.S.C. §§575-580; or

(ii) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of Lessee's knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessee."

(3) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(4) The certification may be executed by any person duly authorized to bind the Lessee with respect to the claim.

D. For Lessee claims of \$100,000 or less, the Commanding Officer, Naval Facilities Engineering Command Southwest, must, if requested in writing by the Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$100,000.00, the Commanding Officer, Naval Facilities Engineering Command Southwest, must, within sixty (60) days decide the claim or notify the Lessee of the date by which the decision will be made.

(1) The decision of the Commanding Officer, Naval Facilities Engineering Command Southwest shall be final unless the Lessee appeals or files a suit as provided in the Act.

E. At the time a claim by the Lessee is submitted to the Commanding Officer, Naval Facilities Engineering Command Southwest, or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using arbitration conducted pursuant to 5 U.S.C. §§575-580 or when using any other ADR techniques that the agency elects to handle in accordance with ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Paragraph 24.C(2)(b)(ii) above and executed in accordance with Paragraph 24.C(4) above.

F. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Commanding Officer, Naval Facilities Engineering Command Southwest received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Commanding Officer, Naval Facilities Engineering Command Southwest initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Commanding Officer, Naval Facilities Engineering Command Southwest receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

G. Notwithstanding anything herein to the contrary, the Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Commanding Officer, Naval Facilities Engineering Command Southwest.

25. COVENANT AGAINST CONTINGENT FEES.

Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

26. OFFICIALS NOT TO BENEFIT.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

27. LIENS.

Lessee and each sublessee shall promptly discharge or cause to be discharged valid lien, right in rem, claim, or demand of any kind, except one in favor of Government, which at any time may arise or exist with respect to the Leased Premises or materials or equipment furnished thereof, or any part thereof, due to the Lessee's or such sublessee's use of the Leased Premises, and if the same shall not be promptly discharged by Lessee or such sublessee, or should Lessee or any sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in securing clear title to its property due to their acts or omissions clouding the title.

28. TAXES.

Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this Lease may be imposed with respect to the Leased Premises. Title 10 U.S.C. §2667 (e) contains the consent of Congress to the taxation of Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction. Should Congress consent to taxation of Government's interest in the Leased Premises, this Lease will be renegotiated.

29. SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY.

This Lease, and each sublease, is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Leased Premises, or any portion thereof, and to the right of Government to grant such additional easements and rights-of-way over, across, in and upon the Leased Premises as it shall be deemed to be in the public interest; provided that (I) the Government coordinates with the Lessee to minimize any impact to the Lessee's operations, and (II) any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, state, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Premises as shall

be necessary for the performance of their duties with regard to such facilities subject to Paragraph 9 (Access by Government) above.

30. INGRESS, EGRESS, PARKING AND SECURITY.

A. Lessee and any sublessees, and their employees, will be granted reasonable access to the Leased Premises under this Lease. As a condition, Lessee and sublessee, and their employees agree to adhere to all Government rules and regulations regarding Government security, ingress, egress, safety and sanitation as may be prescribed from time to time by the Commanding Officer. Lessee and any sublessee and their employees shall coordinate parking with the appropriate office of the Government.

B. Security. The Lessee and any sublessee(s) are required to comply with all applicable security rules, regulations, and procedures issued by the Commanding Officer. Any and all employees of the Lessee or sublessee(s) that are required by the Government to do so, shall obtain a security clearance to access the Leased Property. Failure to obtain the required security clearance shall result in denial of access to the Leased Premises of the Lessee's or sublessee'(s) employees. Lessee and any sublessee(s) agrees to hold harmless the Government from any liability of any nature for financial or other losses incurred by the Lessee or any sublessee(s) by reason of Lessee's or any sublessee'(s) employees failure to obtain security clearance for access to the Leased Premises.

31. ADMINISTRATION.

Except as otherwise provided for under the Lease, the Real Estate Contracting Officer of the Naval Facilities Engineering Command Southwest shall have complete charge of the administration of this Lease, including granting any consents and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

32. DAMAGE TO THE LEASED PREMISES.

In the event the Leased Premises or any portion of the Leased Premises is damaged either directly or indirectly as a result of Lessee's use or occupancy of the Leased Premises, whether during the construction, operation, maintenance, or replacement or removal of improvements or otherwise, due to acts or omissions of Lessee, its agents, contractors or employees, Lessee shall upon demand, and at the sole discretion of the Government either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the Leased Premises or facilities so lost or damaged, as the Government may elect within reason.

33. APPLICABLE RULES AND REGULATIONS

A. Lessee and any sublessee shall comply with all Federal, State, and local laws, regulations, and standards that are applicable or may become applicable to Lessee's or sublessee's activities on the Leased Premises. This includes, but is not limited to, laws and regulations concerning the environment, construction of facilities, health, safety, food service, water supply, sanitation, and any licenses and permits to conduct business. Lessee and any sublessee are responsible for obtaining and paying for permits required for their operations under the Lease.

B. Further, all activities authorized hereunder shall be subject to such rules, regulations, and procedures regarding security, supervision or otherwise, as may, from time to time, be prescribed by the Commanding Officer.

34. SUBCONTRACTORS AND AGENTS FOR LESSEE.

All work involving Lessee Facilities must be performed by skilled tradesmen who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

35. SURRENDER.

Upon the expiration of this Lease or its prior termination, Lessee shall quietly and peacefully remove itself and its personal property from the Leased Premises and surrender the possession thereof to Government; provided, in the event Government shall terminate this Lease upon less than thirty (30) days notice, Lessee shall be allowed a reasonable period of time, as determined by the Real Estate Contracting Officer, but in no event to be less than thirty (30) days from receipt of notice of termination, in which to remove all of its personal property from and terminate its operations on the Leased Premises. During such period prior to surrender, all obligations assumed by Lessee under this Lease shall remain in full force and effect; provided, however, that if the Government shall in its sole discretion, determine that such action is equitable under the circumstances, it may suspend, in whole or in part, any further accruals of rent if any, or maximum amount to be expended between the date of termination of the Lease and the date of final surrender of the Premises. Government may, in its discretion, declare any personal property that has not been removed from the Leased Premises upon expiration or termination provided for above, as abandoned personal property upon thirty (30) days notice.

38. ATTACHMENTS

Attachments to this Lease are set forth below:

- A. The Leased Premises
- B. Joint Inspection and Inventory Report (JIIR)
- C. Environmental Condition of Property (ECP) Checklist

Supersedes Contract N6871191RPOOP16
Activity/UIC N63406

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Lease as of the day and year first above written.

WITNESSES:

**THE UNITED STATES OF AMERICA, acting
by and through the Department of the Navy**

Signature

By

Real Estate Contracting Officer

Gabriela Jimenez
(Printed Name)

Date:

8 July 2003

WITNESSES:

LESSEE

Signature

By:

(Printed Name)

Name: _____

James F. Barwick, CCIM
Director, Real Estate Assets

Title:

Date:

ADDN 13 to Form 1 LEGALITY

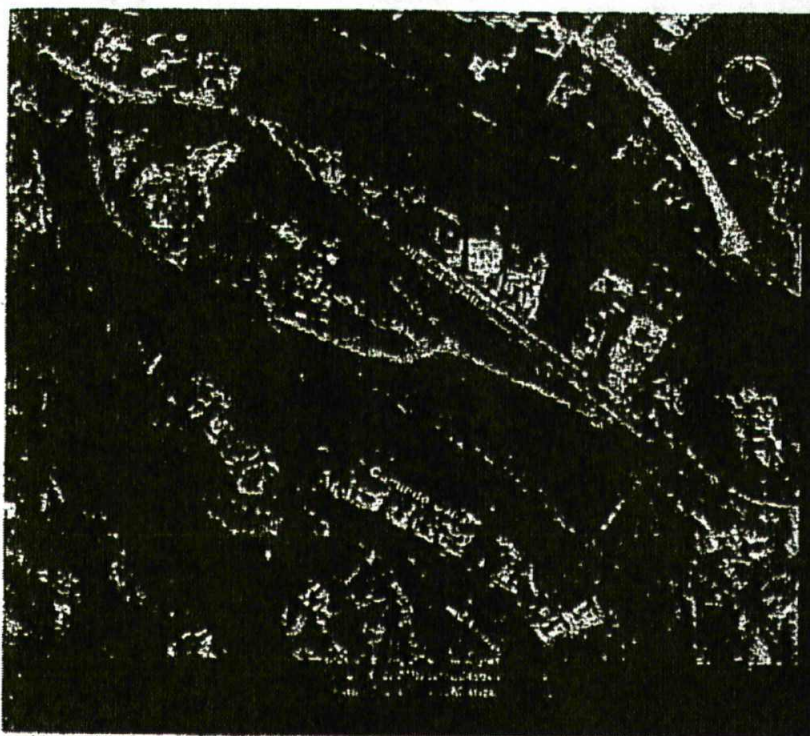
JAN I. GOLDSMITH, CITY ATTORNEY

31: 122

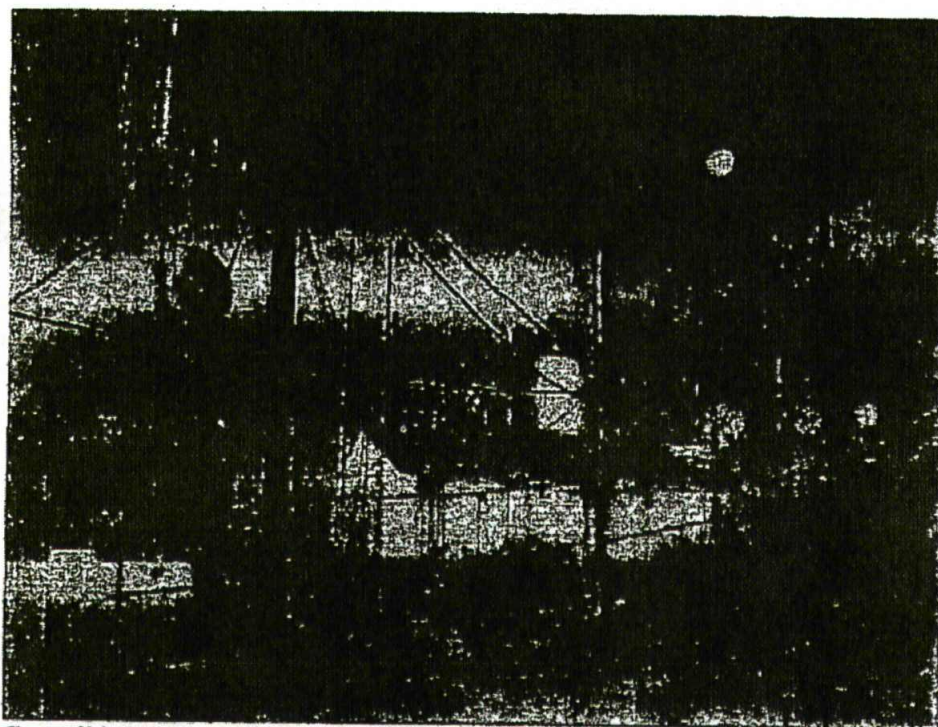
Brook LAB 11/16

Кстати еще хотелось,

Q- 19887



CARTS/Mouni Soledad property



Consolidated Area Radio Trunking System complex.

JOINT INSPECTION AND INVENTORY REPORT (JIIR)

Contract Number

N6247309RP00030

Activity & Location

Naval Base Point Loma
Mt Soledad Signal Station
San Diego, CA

Location Lease

Mount Soledad Signal Station
Facility

Photographer/Inspector
Lambert, C. Shem CIV SPAWAR

ATTACHMENT (B)

Description of Leased Premises

Parcel/Site Location and Description: Consolidated Area Radio Trunking System (CARTS). The premises contains approximately 5.75 acre parcel of land, located on Via Casa Alta Rd., La Jolla, California, on top of the Mount Soledad Signal Station Facility.

CARTS/Mount Soledad has been used continually since at least the 1940s for communications towers. Activities at the site are limited to operations of communications towers and equipment. There are seven (7) buildings located at the site. Four buildings are maintained by Space and Naval Warfare Systems (SSC SD). The City of San Diego maintains one building and the Federal Aviation Administration maintains two buildings.

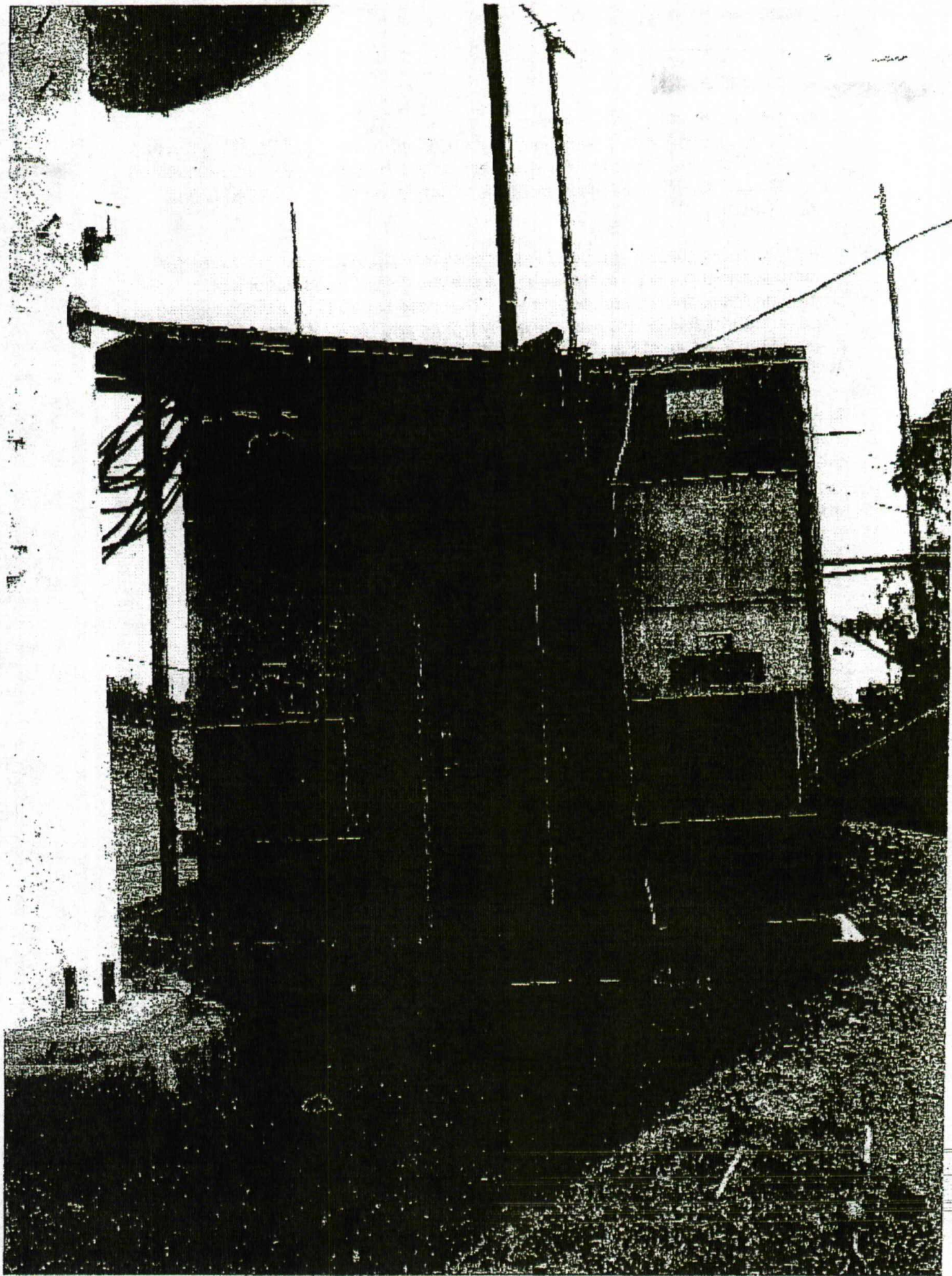
General Condition of Leased Premises

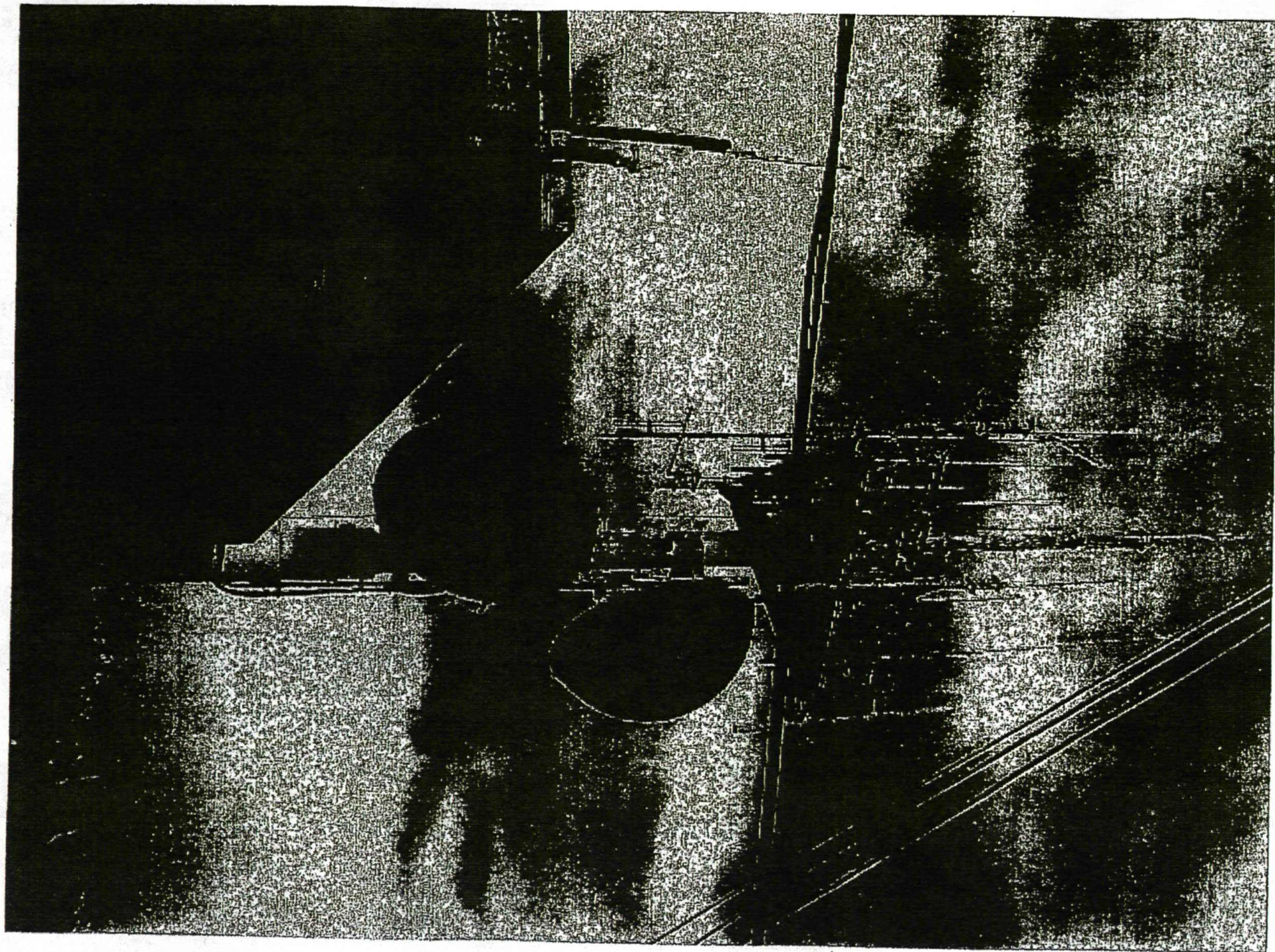
Overall the grounds and buildings are well maintained and in good condition and present no apparent problems. All buildings house communications equipment connected to one of several towers and antennas located on the property. The property is currently maintained by SSC SD.

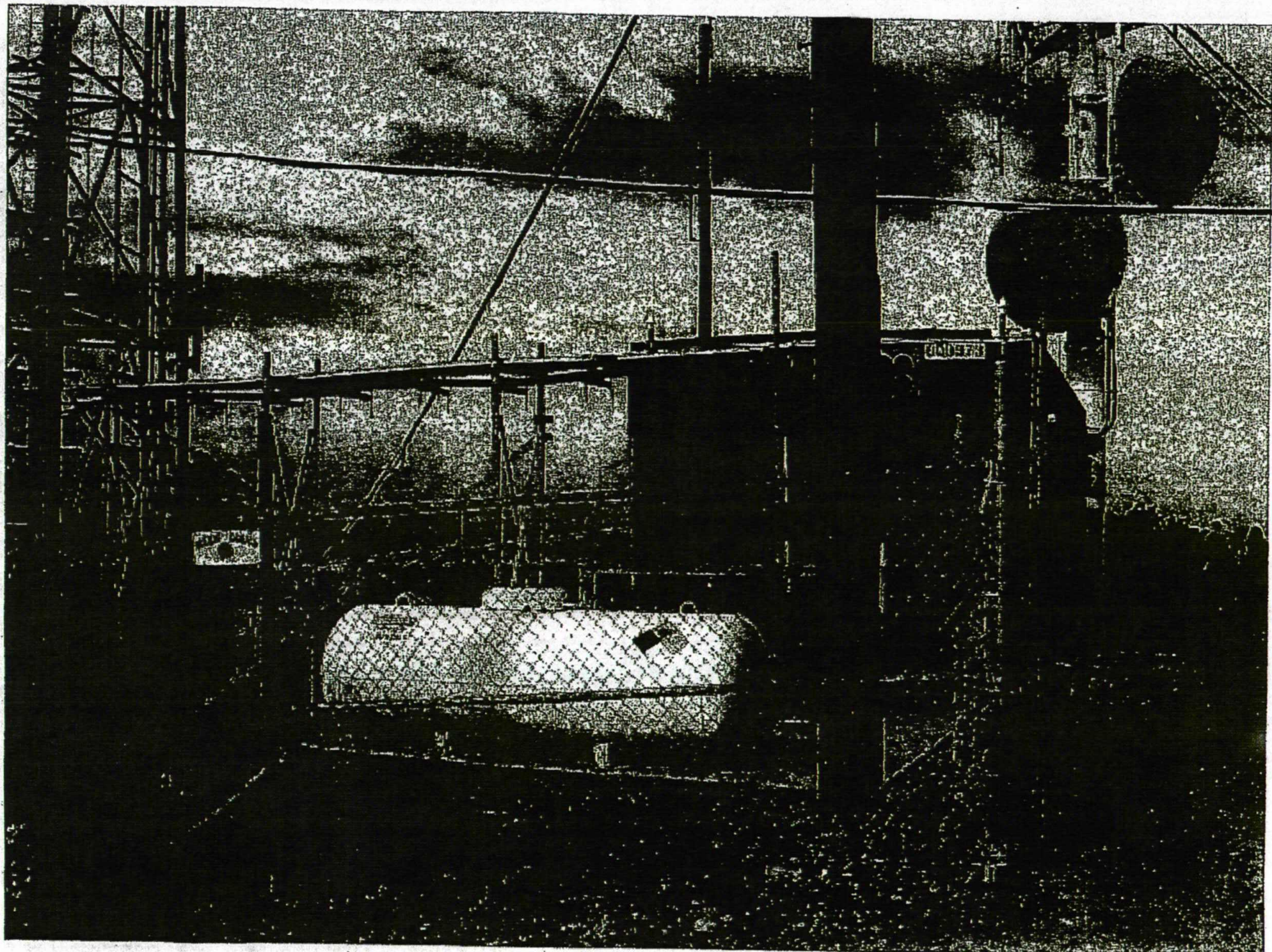
The Navy has determined that current tenant operations at the site are compatible with the Navy's mission.

Exhibit A to this report shows the Leased Premises as described.

Any known environmental issues are addressed in the Environmental Condition of Property (ECP) checklist associated with the lease and are therefore not discussed in this Condition Report. The ECP Checklist was prepared by the Coastal Integrated Product Team, in April 2008.





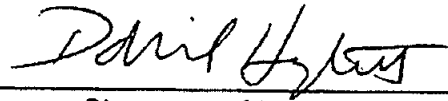


CERTIFICATE OF ACCEPTANCE

This report covering the premises located at: Via Casa Alta Road, La Jolla, California.

And consisting of 6 pages has been examined and represents a true condition of the property herein described:

Date



Signature of Lessee

7/08/09

Date



Signature of Government's Representative

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 1 of 4

Installation: Naval Base Point Loma

Parcel/Site Location and Description: Consolidated Area Radio Trunking System (CARTS)/Mount Soledad - The CARTS/Mount Soledad property is a 5.75-acre parcel on top of Mount Soledad in San Diego, California. CARTS/Mount Soledad has been used continually since at least the 1940s for communications towers. Activities at the site are limited to operations of communications towers and equipment. Including CARTS 2, there are seven (7) buildings located on the site. SSC has responsibility for maintenance on four (4) CARTS buildings: 1, 2, and 3, and Building 513. The City of San Diego maintains one (1) building, and the Federal Aviation Administration maintains two (2) buildings. All buildings house communications equipment connected to one of several towers and antennas located on the property. The property is currently maintained by Space and Naval Warfare Systems Center (SSC) San Diego.

Proposed Real Estate Action Description: Temporary use license for SANDAG, Federal Aviation Administration, Cook Paging, Omnipoint Communications/T-Mobile, National Oceanic and Atmospheric Administration (NOAA), Department of Treasury, City of San Diego, State of California, and San Diego County (Sheriff's office)

1. Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and, where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions are provided for each environmental condition.

A. Parcel/Site Uses:

Prior Uses: Used for communications towers since at least the 1940s.

Current Uses: Communications towers

Future Uses: Communications towers

B. Contaminants: ☐ Yes ☒ No ☐ Unknown

If yes, identify contaminant and media:

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: ☒ Yes ☐ No ☐ Unknown

Hazardous Materials Storage: ☐ Yes ☒ No ☐ Unknown

Type of HM: Numerous lead-acid batteries are used for backup power.

Type of Use and/or Storage:

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ATTACHMENT (c)

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 2 of 4

D. Treatment, Storage, Disposal of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

E. Underground Storage Tanks: ☐ Yes ☒ No ☐ Unknown

UST No. _____ Gals. _____

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

No known leaks. 10 gallon tank previously onsite was removed in spring 2007.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

F. Above-Ground Storage Tanks: ☒ Yes ☐ No

AST No. 3 Gals. diesel - 350, 2 propane - 250

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

No known leaks or visible staining.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyl's (PCB's): ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: ☒ Yes ☐ No ☐ Unknown

If yes: ☐ Friable ☒ Non-friable ☐ Unknown

Source of information: Building 513 is suspected to have floor tile with mastic containing asbestos. - Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint: ☒ Yes ☐ No ☐ Unknown

Source of information: Building 513 suspected to have lead-based paint. Paint is in poor condition. - Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Paint chips visible on ground outside and inside of building.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 3 of 4

L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

M. Munitions and Explosives of Concern: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

N. Threatened or Endangered Species: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and discussion SSC and Maryanne Flanagan, SSC Environmental and consultation with Dr. Chris Gillespie, NAVFAC botanist.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit and consultation with Dr. Chris Gillespie, NAVFAC botanist.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property:

Current Use: Residential

Past Use: undeveloped, Residential

Source of information: Site visit and discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation? ☐ Yes ☒ No.

If yes, please explain:

Source of information: Discussions with Pearl Demara, SSC and Maryanne Flanagan, SSC Environmental

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (attach sheet(s) if additional room is needed):

Source of information:

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

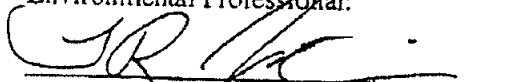
ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 4 of 4

3. Signature:

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for outgrant.

Environmental Professional:


Signature

Terence Martin

Print Name

Environmental BLTL

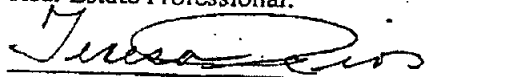
Title

4/21/08

Date

The real estate professional(s) acknowledge these restrictions and/or LUCs identified above and will ensure they are made a part of the outgrant document.

Real Estate Professional:


Signature

Teresa Rios

Print Name

Realty Specialist

Title

4/21/08

Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate outgrant:


Signature

Mark D Patton CAPT USN

Print Name

Commanding Officer NBPL

Title

23 APR 08

Date

51

ORDINANCE NUMBER O- 19867 (NEW SERIES)

DATE OF FINAL PASSAGE JUN 2 2009

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE
A LEASE AGREEMENT BETWEEN CITY OF SAN DIEGO
COMMUNICATIONS DIVISION AND THE U.S. NAVY, FOR
A CITY PUBLIC SAFETY COMMUNICATIONS FACILITY
ON NAVY PROPERTY AT MT. SOLEDAD.

WHEREAS, the City operates a public safety emergency radio communications facility
on Mt. Soledad, a U. S. Navy-owned site; and

WHEREAS, the facility serves as an integral part of the City's overall safety
communications network; and

WHEREAS, the current lease terminates on May 31, 2009; and

WHEREAS, a new lease has been negotiated with an initial term of five years, with three
five-year options to extend, for a total potential term of 20 years; NOW, THEREFORE,

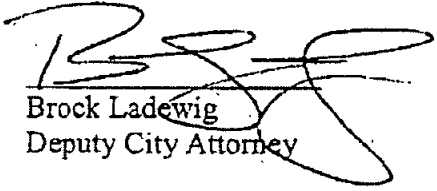
BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That the Mayor or his designee is authorized to execute a new five-year
lease agreement between the City, as lessee, and the United States Navy, as lessor, with three
additional five-year options to extend, to continue the City's use of its public safety emergency
radio communications facility on Mt. Soledad, a copy of which is on file in the Office of the City
Clerk as Document No. 00- 19867.

Section 2. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 3. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Brock Ladewig
Deputy City Attorney

BL:mm
04/28/09
Or. Dept: READ
O-2009-117
MMS# 8491

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of MAY 26 2009.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 6-2-09
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on May 26, 2009, by the following vote:

YEAS: LIGHTNER, FAULCONER, GLORIA, YOUNG, DEMAYO, FRYE,
EMERALD, HUESO.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

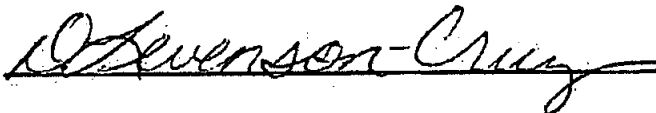
JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By:  Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-19867 (New Series) of The City of San Diego, California.

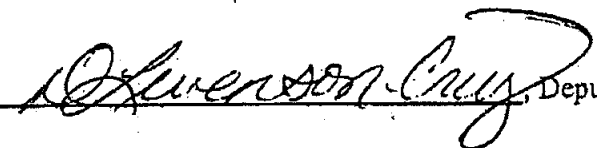
I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on May 12, 2009, and on May 26, 2009.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE N6871191RP00P16	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. TWELVE (12)	3. EFFECTIVE DATE 1 JUNE 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NAVAL FACILITIES ENGINEERING CMD SW ASSET MANAGEMENT ATTN: REAL ESTATE 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190	CODE ROPMR.TR	7. ADMINISTERED BY (if other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVENUE, SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXPIRATION: 31 AUGUST 2009		9A. AMENDMENT OF SOLICITATION NO.	
CODE NBPL FACILITY CODE N63406		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N6871191RP00P16	
		10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
☒ D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES			
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)			
THE INTENT OF THIS MODIFICATION IS TO CHANGE THE FOLLOWING:			
1. ARTICLE 2, TERM OF THE LEASE IS HEREBY AMENDED BY DELETING THEREFROM THE DATE "31 MAY 2009" AND INSERTING IN PLACE THEREOF THE DATE "31 AUGUST 2009", OR UNTIL A NEW LEASE AGREEMENT IS EXECUTED.			
2. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.			
Except as provided herein, all terms and conditions of the document referenced in item 15A or 10A, as heretofore changed, remains unchanged and in full force and effect			
15A. NAME AND TITLE OF SIGNER (Type or print)  James F. Barwick, CCIM		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA L. BOSCHEN, Real Estate Contracting Officer	
15B. CONTRACTOR/OFFEROR BY Director, Real Estate Assets (Signature of Person Authorized to Sign)		15C. DATE SIGNED 5/12/09	
		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
		16C. DATE SIGNED 5-29-09	

**CITY OF SAN DIEGO
REQUEST FOR
MAYORAL ACTION**

MAYOR	FROM: Real Estate Assets Department	DATE: 5/27/2008
--------------	-------------------------------------	-----------------

SUBJECT:
Lease Amendment Approval - City Public Safety Communications Facility at Mount Soledad

ACTION REQUESTED:
Approve the amendment/modification between the City (Communications Division) and U.S. Navy for funding and 1-year extension/modification for a public safety communication facility on Navy property.

SUPPORTING INFORMATION:
Environmental Impact: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301(c).
Community Area: La Jolla
Council District: 1
Attachments: 1. Modification with U.S. Navy; 2. Resolution No. 294460; 3. Initial Agreement with the U.S. Navy and City.

The City operates a public safety emergency radio communications facility on Mt. Soledad, a U.S. Navy-owned site. This facility serves as an integral part of the City's overall safety communications network. The current agreement is on holdover and the modification authorizes City to have continued non-exclusive use of the Mt. Soledad Signal Station for an additional 1-year with an understanding that a new agreement will follow. This is an interim modification while the Navy is obtaining market rates and considering changes in the site plan. Total rent is \$3,741.97 per month (\$2,888.83 rent, \$855.14 Maintenance/Utilities). Maintenance charges will increase in October 2008 by \$68.32 per month. Rent remains unchanged since Resolution 294460.

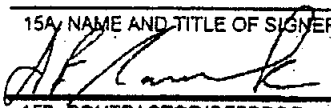
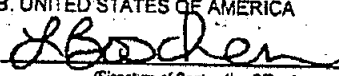
Fiscal Impact: For lease year May 31, 2008 to May 31, 2009 a total of \$45,450.20 to be paid from the Communications Division Fund (50064).

Document No. C-14639
Filed JUL 01 2008

**Office of the City Clerk
San Diego, California**

PLEASE ROUTE TO THE APPROPRIATE AUTHORITY

ROUTING AND APPROVAL		
APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE
ACCOUNTING INFORMATION	ORIGINATING DEPARTMENT: READ	5/29/08
FUND	CLIENT DEPT: COMMUNICATIONS	5/29/08
DEPARTMENT	CLEARING AUTHORITY DSD/EAS	5/30/08
ORGANIZATION	FM	6/5/08
OBJECT ACCOUNT	AUDITOR	6/10/08
JOB ORDER NUMBER	DEPUTY CHIEF	6/16/08
C.I.P. NO.	COO	6/17/08
FACILITY	ORIGINATING DEPARTMENT: READ	6/18/08
AMOUNT	CITY ATTORNEY	6/26/08
ESTIMATED COST:	CITY CLERK	6-7-1-08
\$45,450.20	Purchasing + Contracting	6/27/08
AUDITOR'S CERTIFICATE NUMBER: (FOR AUDITOR'S USE ONLY)		
FOR INFORMATION CONTACT:		
NAME: Gary Jones/April McCusker		
MAIL STATION: 51/A	TELEPHONE NUMBER: 236-6264/236-6987	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6247309RP00030		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. ONE (1)		3. EFFECTIVE DATE 1 OCTOBER 2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL FACILITIES ENGINEERING CMD SW ASSET MANAGEMENT ATTN: REAL ESTATE DEPT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190		CODE ROPMT, TR		7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVENUE, SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXP: 31 AUGUST 2014				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. N6247309RP00030			
				10B. DATED (SEE ITEM 13)			
CODE NBPL		FACILITY CODE N63406					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
☒ D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
THE INTENT OF THIS MODIFICATION IS TO CHANGE THE FOLLOWING: 1. ARTICLE 10, OF THE LEASE AGREEMENT IS HEREBY AMENDED BY DELETING THEREFROM THE WORDS "IN ACCORDANCE WITH THIS SECTION, THE SUPPLIER OF SUCH UTILITIES AND SERVICES IS SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO (SSC SD). SSC SD HAS DETERMINED THAT THE CHARGES FOR UTILITIES AND SERVICES AND THE METHOD OF PAYMENT UNDER THIS LEASE SHALL BE GOVERNED BY A MEMORANDUM OF AGREEMENT (MOA) BETWEEN SSC SD AND THE LESSEE" AND REPLACING IT WITH "EFFECTIVE 1 OCTOBER 2009 THE SUPPLIER OF SUCH UTILITIES, MAINTENANCE AND THE METHOD OF PAYMENT UNDER THIS LEASE SHALL BE GOVERNED BY NAVAL BASE POINT LOMA. THE POINT OF CONTACT FOR THE PAYMENT OF MAINTENANCE AND UTILITIES IS MARK JOHNSON, UTILITIES ENGINEERING TECHNICIAN, AT 619-556-7972, MARK.E.JOHNSON@NAVY.MIL OR CAROLINE MORTEN AT 619-532-4896, OR CAROLINE.MORTEN@NAVY.MIL. 2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.							
Except as provided herein, all terms and conditions of the document referenced in item 19A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)  James F. Barwick, CCIM Director, Real Estate Assets				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA L. BOSCHEN, Real Estate Contracting Officer			
15B. CONTRACTOR/OFFEROR BY _____ (Signature of Person Authorized to Sign)		15C. DATE SIGNED 10/20/09		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 10/27/09	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective Date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be in the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No. -- Dated, and 10, (Modification of Contract/Order No. -- Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification
Net increase \$.....

(2) Accounting Classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$.....
- (ii) Total contract price decreased by \$.....
- (iii) Total contract price unchanged.

(3) State reason for modification.

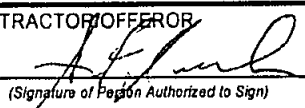
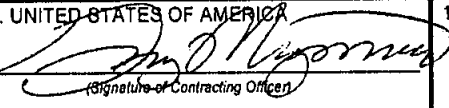
(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N6247309RP00030		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWO (2)		3. EFFECTIVE DATE 31 AUG 2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL FACILITIES ENGINEERING CMD SW ASSET MANAGEMENT ATTN: REAL ESTATE DEPT 1220 PACIFIC HIGHWAY SAN DIEGO, CA 92132-5190				7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code) THE CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT 1200 THIRD AVENUE, SUITE 1700 MS-51A SAN DIEGO, CA 92101 EXP: 31 AUG 2019				9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE NBPL		FACILITY CODE N63406		10A. MODIFICATION OF CONTRACT/ORDER NO. N6247309RP00030		10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference of the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDERED IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
☒ D. OTHER (Specify type of modification and authority) BY MUTUAL AGREEMENT OF BOTH PARTIES							
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
THIS MODIFICATION MAKES THE FOLLOWING CHANGES:							
1. UNDER THE PROVISIONS OF THE LEASE, THE CITY OF SAN DIEGO IS EXERCISING THE OPTION TO EXTEND THE LEASE FOR AN ADDITIONAL FIVE (5)-YEAR PERIOD, BEGINNING 31 AUG 2014.							
2. ARTICLE 3, OF THE LEASE, "CONSIDERATION" IS HEREBY AMENDED BY REPLACING THE "RENT SCHEDULE" WITH THE FOLLOWING: Year 6, 2014: \$36,169.48 Year 7, 2015: \$37,254.56 Year 8, 2016: \$38,372.20 Year 9, 2017: \$39,523.37 Year 10, 2018: \$40,709.07							
3. REPLACE "RENT CHECK SHALL BE MADE PAYABLE TO The Treasurer of the United States" WITH "RENT CHECK SHALL BE MADE PAYABLE TO 'DISBURSING OFFICER, DFAS-CL'".							
4. ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN UNCHANGED.							
Except as provided herein, all terms and conditions of the document referenced in Item 19A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF CONTRACTING OFFICER James E. Barry, CCIM Director, Real Estate Assets				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GREG MAGNUSON, Real Estate Contracting Officer			
15B. CONTRACTOR/OFFEROR BY  (Signature of Person Authorized to Sign)		15C. DATE SIGNED 12/19/13		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 1/10/14	

APPROVED: JAN I. GOLDSMITH, City Attorney Date: 1/7/14 STANDARD FORM 30 (REV. 10-83)
 By: 
 Amanda L. Guy, Deputy City Attorney