



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

New Cingular Wireless PCS, LLC

At

Paradise Mesa Stand Pipe

1521 Statton Court

(SD0371 – National City)

**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

This CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("LESSEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY and approval by the San Diego City Attorney ("Effective Date").

RECITALS

A. CITY owns certain real property commonly known as **Paradise Mesa Standpipe**, located at **1521 Statton Court**, in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. CITY and LESSEE's were parties to that certain Master Lease dated January 23, 2007 whereby CITY leased to LESSEE a portion of the Site (defined below in Section A) which expired January 31, 2017. LESSEE is currently on a mono pole and will be relocated to the water tank on the Site and is currently in "holdover" status. The Improvements, if any, installed or constructed during the term of the original lease will remain owned by the LESSEE during the Term of this Lease.

C. LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to construct, operate, and maintain a new wireless communications facility on a portion of the Premises (the "Site"), as described and depicted in the Site plans attached hereto as Exhibit B and incorporated herein by reference (the "Site Plans").

D. LESSEE and the CITY desire to establish their respective rights and responsibilities for LESSEE'S construction and operation of the new wireless communications facility and LESSEE'S use of the Site.

AGREEMENT

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

1. DEFINITIONS.

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

- 1.1. "Communications Equipment" means the antenna support structure, 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 that LESSEE will construct and maintain on the Site, more particularly described and depicted in the Site Plans attached hereto as Exhibit B.

- 1.2. "Hazardous Substances" means any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "CITY Contact" means the CITY's Facilities District Manager or designee. For purposes of this Lease, the CITY Contact is currently **Carl Gross**, who can be contacted at (619) 527-7627.

2. LEASED PROPERTY.

- 2.1. Lease of Site. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Site.
- 2.2. Access to Site. LESSEE, its agents, employees, contractors, guests, and invitees may enter the Premises as provided for in Exhibit G.
- 2.3. Memorandum of Lease. Upon LESSEE'S request, CITY shall execute and deliver to LESSEE a "Memorandum of Lease," substantially in the form attached hereto as Exhibit C, which LESSEE may record in the Office of the San Diego County Recorder.

3. USES.

LESSEE shall use the Site solely and exclusively for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, maintaining, operating, and removing, all at LESSEE'S sole cost and expense, LESSEE'S Communications Equipment ("LESSEE'S Operations") for the purposes of transmitting and receiving communications signals.

- 3.1. Continuous Use. LESSEE shall continuously occupy and use the Site throughout the "Term" (defined below) of this Lease.
- 3.2. Unauthorized Use. The use of the Premises or Site for any unauthorized, illegal, or non-permitted purpose shall constitute a default of this Lease.

4. TERM.

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. "Lease Year" shall mean each twelve (12) month period during the Term, commencing on the month and day of the Effective Date and continuing to the same month and day of the following year, minus one (1) calendar day.

- 4.1. Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any

such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective.

- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from LESSEE'S Operations, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of LESSEE'S Operations. LESSEE shall surrender the Site in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

LESSEE shall pay Rent to CITY in the amount of \$40,317.29 (Forty Thousand Three Hundred Seventeen Dollars and Twenty Nine Cents) per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter ("Rent"), as follows:

Lease Year Two	\$41,728.40
Lease Year Three	\$43,188.90
Lease Year Four	\$44,700.52
Lease Year Five	\$46,265.04
Lease Year Six	\$47,883.32
Lease Year Seven	\$49,564.24
Lease Year Eight	\$51,298.99
Lease Year Nine	\$53,094.45
Lease Year Ten	\$54,952.76

The above Rent schedule reflects an annual Rent escalation equal to three and one-half percent (3.5%) above the annual Rent for each preceding Lease Year.

- 5.1 Time and Place of Payment. Rent is due annually in advance on or before the first day of each Lease Year. All rents required by this Lease 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, California 92112-9030

or hand delivered to:

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

LESSEE shall include CITY'S customer account number for LESSEE 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 thirty (30) calendar days' prior written notice to LESSEE. 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. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 5.2. Invoicing Courtesy. CITY may invoice LESSEE for amounts payable under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount payable under this Lease.
- 5.3. Delinquent Rent. If LESSEE fails to pay Rent when due, LESSEE shall pay, in addition to the unpaid Rent, five percent (5%) of the delinquent Rent. If the Rent is still unpaid after fifteen (15) days past due, LESSEE shall pay an additional five percent (5%) (being a total of ten percent (10%)), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of Rent be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.
- 5.4. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site available to CITY for inspection at a reasonable location and time so that CITY can determine LESSEE'S compliance with this Lease. LESSEE'S failure to keep and maintain records and make them available for inspection by CITY shall be a default of this Lease. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease. This section shall survive the expiration or earlier termination of this Lease.

6. QUIET POSSESSION.

LESSEE, paying the Rent and performing its obligations under this Lease, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Site. If during the Term, LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, this Lease shall not be voided thereby, and CITY shall not be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated by CITY, in writing, a proportionate reduction of the rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the Site.

7. INSURANCE.

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

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

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from a personal injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
- (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease.
- (c) Workers' Compensation Insurance, as required by applicable laws, for all of LESSEE's employees who are subject to this Lease, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000) each accident, by disease policy limits, and by disease each employee, and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.

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

7.2.2. Primary & Non-Contributory. The Commercial General Liability and the Commercial Automobile Liability policies must be endorsed to provide that

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

- 7.2.3. Severability of Interest. Each policy shall provide that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 7.2.4. Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
- 7.2.5. Deductibles/Retentions. All self-insured retentions on any insurance policy are the sole responsibility of LESSEE and must be disclosed at the time evidence of insurance is provided.
- 7.2.6. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least ten (10) days prior to the expiration of each insurance policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease. LESSEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, LESSEE shall immediately notify CITY and shall immediately obtain replacement insurance as soon as possible.
- 7.2.7. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

- 7.2.8. Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Site or Pole Attachment or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.2.9. Self-Insurance. LESSEE may provide READ evidence of self-insurance. Such evidence of self-insurance shall be in lieu of the foregoing insurance requirements set forth in this Section 7.2, and no further proof of insurance is required unless changes are made to LESSEE'S insurance status.
- 7.2.10. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of LESSEE's insurable property related to the Allowed Uses of the Pole Attachment under this Lease in an amount to cover one hundred percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.

8. ACCEPTANCE OF SITE.

LESSEE represents and warrants that LESSEE has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Site is in the condition called for herein and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, at the Site. LESSEE has been given the opportunity to investigate the Site for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. LESSEE shall notify CITY if LESSEE'S investigations indicate the presence of any Hazardous Substances on the Site. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises or Site.

9. SITE PLANS.

LESSEE shall develop the Site in accordance with Site Plans approved by CITY'S Development Services Department and attached as Exhibit B. LESSEE'S failure to comply with the Site Plans shall be a default of this Lease.

10. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the Site Plans, depicted in **Exhibit B**, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site, including modifications that are considered "eligible facilities" under Section 6409 of the Middle Class Tax Relief and Job Creation Act, now codified at 47 U.S.C. §1455 (with the exception of necessary maintenance and/or repairs to LESSEE's Communications Equipment that do not include swapping out or replacing any of the Communications Equipment) without CITY'S prior written consent LESSEE shall not make structural or

architectural design alterations to approved improvements, structures, or installations on the Site without CITY'S prior written consent

Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance or repairs that do not include swapping out or replacing of Communications Equipment, unless: (1) LESSEE obtains CITY'S prior written consent, which shall be granted in the CITY'S sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises existing at such time; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibits D and E attached hereto. Nothing in this section shall be construed to eliminate LESSEE'S obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY'S Development Services Department or any other governmental agency having jurisdiction over LESSEE'S Operations.

- 10.1 Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property.
- 10.2 Repair and Restoration. Nothing in this Section 10 shall relieve LESSEE of any obligation under this Lease to maintain the Site in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements.

11. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management of the Site for the permitted uses to the reasonable satisfaction of CITY. "Competent Management" shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a responsible manner and in accordance with industry standards.

12. COMPLIANCE WITH LAWS AND POLICIES.

- 12.1 General. LESSEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. Upon receipt of same, LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.
- 12.2 Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

12.3 Equal Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. To the extent so required by the San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease.

13. WATER QUALITY ASSURANCES.

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

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

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

14. TELECOMMUNICATIONS PROVISIONS.

Radio Frequency Radiation. LESSEE 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 Title 47 of the Code of Federal Regulations. Any area within one thousand (1,000) feet of any RF transmitting antenna located within the Site and casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated in CFR Title 47 for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any area of the Site discovered by LESSEE to exceed such federally mandated limits. LESSEE shall indemnify, defend and hold the CITY harmless for any liabilities, fines, or other penalties claimed or imposed against the CITY that result from the existence of levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by LESSEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities, fines, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. Additional information regarding these exposure limits can be found in the FCC's OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields," and in supplements to Bulletin 65, all available at the FCC's Internet Web site: <http://www.fcc.gov/oet/rfsafety>.

14.1 Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D attached hereto, which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that LESSEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses at the Premises.

14.2 Industry Standards. LESSEE shall perform LESSEE'S Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, LESSEE shall comply with the following supplemental requirements:

14.2.1 LESSEE shall remove all trash and debris from the Site and/or Premises caused by LESSEE at the end of each workday;

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

14.2.3 All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and

14.2.4 LESSEE shall comply with the requirements set forth in Exhibit E attached hereto with respect to LESSEE'S Operations. CITY may, in its sole discretion, update Exhibit E from time to time.

14.3 Other Facilities. LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) located on the Premises without CITY'S prior consent.

14.4 Interference with CITY Operations or Public Use. LESSEE'S Operations shall not unreasonably interfere with CITY operations or the public's use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage created by LESSEE'S own Operations, that occurs on the Site and/or Premises, either during or after the completion of construction of approved improvements. LESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE'S Operations. LESSEE shall keep the Site and/or Premises clean and clear of refuse and obstructions created by LESSEE'S Operations, and dispose of all garbage, trash, and rubbish generated by LESSEE'S Operations in a manner satisfactory to CITY. If the Site and/or Premises is damaged by any cause that puts the Site and/or Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Site and/or Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Site and/or Premises all debris resulting from the damage and restore the Site and/or Premises in accordance with the Site Plans previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site and/or Premises as soon as practicable, but no later than ten (10) calendar days after the

occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Site within sixty (60) calendar days after such occurrence, provided that any and all governmental approvals and permits required for such repairs and/or restoration have been obtained by LESSEE and LESSEE has diligently acted to obtain such approvals and permits. Failure to timely repair damage to the Site and/or Premises will be considered a default under the Lease.

16. HAZARDOUS MATERIALS.

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

- 16.1 Release. For all purposes of this Lease, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 16.2 Remediation. If LESSEE'S Operations result in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY'S satisfaction for unrestricted reuse of the Premises, to the extent as required by applicable law and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.3 Removal. If LESSEE or LESSEE'S officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Site and/or Premises, LESSEE shall remove all such Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Lease. CITY reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances or other containers, equipment or devices from the Site. If LESSEE fails to comply with the foregoing requirements, LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 16.4 Indemnity. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S Operations, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation

and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE'S officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

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

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

17. SIGNS.

LESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises and/or Site without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found on the Premises and/or Site, LESSEE shall remove the item at LESSEE'S sole cost and

expense within twenty-four (24) hours after CITY'S demand therefor, or CITY may then enter the Site and/or Premises and remove the item at LESSEE'S cost and expense. LESSEE shall post a clearly marked sign at the Site indicating LESSEE'S name and emergency telephone number.

18. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Site throughout the Term. In doing so, LESSEE 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 Site in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of CITY, in conformance with the description of the Site and Premises set forth in Exhibit A, the approved Site Plans set forth in Exhibit B, and in compliance with all applicable codes and standards of CITY, state, and federal agencies.

18.1 CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Premises at any time. If CITY performs such maintenance, CITY shall provide LESSEE with at least forty-eight (48) hours notice prior to commencing the work (except in the event of an emergency, in which case, no prior notice shall be required, but CITY shall give LESSEE notice as soon as reasonably possible thereafter), and LESSEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance on the Premises.

18.2 Emergency Maintenance Procedures. 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.

19. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY'S interest in the Site, or to inspect the operations conducted on the Site. CITY shall provide twenty-four (24) hours notice to LESSEE, and LESSEE shall provide a representative to be present and provide access to any portions of the Site that are not accessible to the public upon such notice. If CITY'S entry or inspection discloses that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to LESSEE, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at LESSEE'S sole cost and expense, and LESSEE 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 Site are not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require LESSEE 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. LESSEE 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 Lease.

20. UTILITIES.

LESSEE shall order, obtain, and pay for all utilities, including installation and service charges, in connection with LESSEE'S Operations. All utilities on the Site shall be installed underground and shall be used for LESSEE'S Operations only. Utilities shall be constructed and located in accordance with the approved Site Plans.

21. TAXES.

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

22. SUPERIOR INTERESTS.

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

23. ENCUMBRANCES.

Only with CITY'S prior written consent in each instance, which consent shall be in CITY'S sole discretion, and upon the condition that LESSEE apply any Site-related loan proceeds exclusively to its installation of wireless communication facilities on the Site, LESSEE may pledge its leasehold estate hereunder to secure its performance under the subject debt instrument.

23.1 Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE'S wireless communication facilities on the Site, including, but not limited to, the following: off-site improvements for service of the Site; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs, such as discounts, interest, and commissions; and architectural, engineering, and attorney fees and other normal expenses incidental to such installation.

23.2 Subsequent Encumbrances. After the Site is fully developed, as contemplated by this Lease and to CITY'S satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then CITY'S consent thereto may be

subject, in CITY'S sole discretion and without limitation, to increasing the rent to then-current market rates. LESSEE may use the proceeds from any such subsequent encumbrance for any purpose approved by CITY.

- 23.3 Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the approved mortgagee or beneficiary as the "LESSEE" under this Lease, with all rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.
- 23.4 Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY'S review and approval.
- 23.5 Liens. LESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with LESSEE'S use, improvement, alteration, maintenance, or repair of the Site, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE'S use, improvement, alteration, maintenance, or repair of the Site results in a lien or notice of lien being filed against the Premises and/or Site LESSEE shall, within five (5) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

24. ASSIGNMENT AND SUBLETTING.

24.1 Assignment.

- 24.1.1 For the purposes of this section, "Assignment" shall include, without limitation, the transfer of any interest in this Lease by LESSEE or by any partners, principals, or controlling shareholders of LESSEE, and, if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE'S general partners, principals, or controlling shareholders.
- 24.1.2 LESSEE shall not assign this Lease, or any interest in this Lease, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. LESSEE shall not assign this Lease, or any interest in this Lease, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.
- 24.1.3 CITY'S consent to any Assignment pursuant to Section 24.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired.

- 24.1.4 LESSEE shall not permit any person or entity (other than the employees, agents, contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.
 - 24.1.5 Consent by CITY to any Assignment of this Lease pursuant to Section 24.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.
 - 24.1.6 Neither this Lease nor any interest herein shall be assignable as to LESSEE'S interest herein by operation of law, without CITY'S prior written consent.
 - 24.1.7 Any Assignment of this Lease, or any use or occupancy of the Site and/or Premises by any other person or entity, in violation of the foregoing provisions (Sections 24.1.1 through 24.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.
- 24.2 Subletting. LESSEE shall not sublet, in whole or in part, the Site, or any right or appurtenant privilege to the Site.
- 24.2.1 Any subletting, in whole or in part, of the Site shall be void and shall be a default of this Lease, and CITY may thereupon terminate this Lease.
- 24.3 Provisions Binding on Successors. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

25. INDEMNIFICATION.

LESSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S Operations, including damages arising out of the release of Hazardous Substances caused by LESSEE'S Operations, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

26. OTHER GOVERNMENTAL ACTIONS.

By entering into this Lease, neither CITY nor the San Diego City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Site.

Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may be required for LESSEE'S Operations. LESSEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Site, as are necessary for LESSEE'S Operations.

27. CITY'S RESERVATION OF RIGHTS.

27.1 Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Site.

27.2 Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Site for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.

27.3 Entry. CITY may enter the Site to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with LESSEE'S use of the Site and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Site or to LESSEE'S Communications Equipment resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the Rent proportionate to the amount of physical damage, as reasonably determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

28. REASSIGNMENT OF SPACE.

At any time during the Term, but only once during the Term, CITY, in its sole discretion, may reassign LESSEE to a different location within the Premises ("Relocation Site").

28.1 Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Site either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Site, or otherwise as soon as possible after receipt of all necessary permits and approvals required for any CITY construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE'S use of the Relocation Site. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all expenses associated with the reassignment.

28.2 Physical Relocation of Equipment. The physical relocation of all or any part of LESSEE'S Communications Equipment shall only be done by LESSEE or LESSEE'S contractors.

28.3 Broadcast and/or Receiving Capability. During physical relocation of the Communications Equipment to the Relocation Site, CITY will work with LESSEE to attempt to secure an alternative CITY-approved site for LESSEE to operate temporary installed communications equipment, which may include a CITY-approved temporary wireless communication facility on the Premises and which will be installed and maintained at LESSEE'S sole cost and expense.

28.4 No Agreement. If CITY and LESSEE are unable to agree on an acceptable Relocation Site, then LESSEE or CITY may terminate this Lease upon thirty (30) calendar days prior written notice, without further obligation thereto.

28.5 Site Redefined. After a reassignment and relocation as provided in this section, the Site shall be redefined to be the Relocation Site. CITY and LESSEE agree that "as built" drawings of the Relocation Site, including any access and utility easements, may be prepared by a licensed architect at LESSEE'S sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 33.11 below) to include a full description of the Relocation Site and the new "as built" drawings. Except as expressly provided in this section, any such reassignment and relocation shall not alter, modify, or otherwise change any of the terms or conditions of this Lease.

29. EMINENT DOMAIN.

If all or part of the Site is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or its beneficiary or mortgagee) shall be as follows:

29.1 Full Taking. If the entire Site is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

29.2 Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

29.3 Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The rent shall be equitably reduced to reflect the portion of the Site taken, but only to the extent that LESSEE'S use of the Site is reduced or impaired.

29.4 Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.

29.5 Transfer. CITY may transfer CITY'S interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Site in accordance with this Lease.

- 29.6 No Inverse Condemnation. CITY'S exercise of any right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

30. DEFAULT AND REMEDIES.

- 30.1 Default. Each of the following shall constitute an event of default under this Lease:
- 30.1.1 LESSEE'S failure to make any payment required under this Lease when due, if the failure continues for thirty (30) calendar days past due following written notice of the failure by CITY;
 - 30.1.2 LESSEE'S breach of any of its obligations under this Lease, other than those requiring payment to CITY, and LESSEE 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;
 - 30.1.3 LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;
 - 30.1.4 LESSEE 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;
 - 30.1.5 LESSEE is adjudicated a bankrupt;
 - 30.1.6 LESSEE makes a general assignment for the benefit of creditors; and
 - 30.1.7 LESSEE uses the Site for any unauthorized purpose.
- 30.2 Remedies.
- 30.2.1 General. Upon LESSEE'S default under this Lease, 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.
 - 30.2.2 For Monetary Default. Upon LESSEE'S default for nonpayment under Section 30.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.
 - 30.2.3 For Non-Monetary Default. Upon LESSEE'S default based upon Sections 30.1.2 through 30.1.7 of this Lease, CITY may, in its sole discretion, terminate this Lease, and all rights of LESSEE and of all persons claiming

rights through LESSEE to the Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 30.1.2 through 30.1.7 of this Lease is not curable within thirty (30) calendar days after notice to LESSEE, CITY will not terminate this Lease pursuant to the default, if LESSEE immediately commences to cure the default and diligently pursues the cure to completion.

30.2.4 CITY'S Recovery Upon Termination. Upon termination of the Lease due to LESSEE'S default, CITY may recover the sum of:

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

30.2.4.2 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 LESSEE affirmatively proved could have been reasonably avoided; plus

30.2.4.3 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 LESSEE affirmatively proves could be reasonably avoided; plus

30.2.4.4 Any other amount necessary to compensate CITY for the detriment proximately caused by LESSEE'S failure to perform LESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus

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

30.2.4.6 As used in Sections 30.2.4.1 and 30.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 30.2.4.3, 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 and any and all other amounts that LESSEE is required to pay to CITY under this Lease.

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

30.3 Leasehold Pledged as Security. If LESSEE is in default under this Lease and the leasehold is pledged as security for a CITY-authorized encumbrance, CITY shall notify the mortgagee or beneficiary thereof of LESSEE'S default. CITY shall allow such mortgagee or beneficiary thirty (30) calendar days to cure the default or, if the default is not curable within thirty (30) calendar days, to commence to cure the default and diligently pursue the cure to

completion. CITY may, in its sole discretion, extend such time to cure the default if CITY deems that the mortgagee or beneficiary is pursuing the cure with reasonable diligence.

- 30.3.1 If the mortgagee or beneficiary is required to exercise its right to cure a default through litigation or foreclosure, then CITY may take the following actions to expeditiously cure the default:

30.3.1.1 CITY may correct the default and charge the costs incurred to LESSEE'S account, which charge shall be due and payable within thirty (30) days after CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;

30.3.1.2 CITY may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of CITY; or

30.3.1.3 CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY'S early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.

- 30.3.2 If the default is not curable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee are approved by CITY, may substitute itself in the place of LESSEE by assuming all of LESSEE'S rights and obligations under this Lease. If such a lender notifies CITY of its intention to substitute itself in LESSEE'S place, in writing, within thirty (30) calendar days after receipt of CITY'S notice of default, and the default is cured by the lender, then this Lease will not terminate pursuant to the default. Subject to such a cure and LESSEE'S assignment to the lender of LESSEE'S rights and obligations under this Lease, CITY shall consent to the assignment.

- 30.4 Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE'S interest in the Site. If LESSEE fails or refuses to deliver any such quitclaim deed, CITY may prepare and record a notice reciting LESSEE'S failure to perform such

obligation, and such notice shall be conclusive evidence of the termination of this Lease and termination of LESSEE'S rights to the Site.

- 30.5 Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies under this Lease, including, without limitation, the right to recover the Rent as it becomes due, plus damages.
- 30.6 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 Lease. 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. The property constituting the Site is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. CITY'S failure to discover a breach or default or 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.

31. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

Except as otherwise provided in this section, all improvements constructed on the Site by LESSEE or by LESSEE'S contractors and/or subcontractors at any time during the Term, including any tower structure, equipment shelters, conduit, and fence (hereinafter referred to in this section as "LESSEE'S Improvements"), as well as all Communications Equipment, machines, and appliances brought to the Site by LESSEE or LESSEE'S contractors and/or subcontractors at any time during the Term (hereinafter referred to as "LESSEE'S Personal Property") shall be the property of LESSEE during the Term (hereinafter LESSEE'S Improvements and LESSEE'S Personal Property are referred to jointly as "LESSEE'S Property").

- 31.1 On or before the expiration or earlier termination of this Lease, LESSEE shall remove all such LESSEE'S Improvements as directed by CITY, all at LESSEE'S sole cost and expense. If LESSEE fails to remove any of Property as required herein, then either: (i) such property shall be considered abandoned and become CITY'S property free of all claims and liens; or (ii) CITY may cause such property's removal, and LESSEE shall reimburse CITY on demand for the full cost of the removal, storage and all other costs reasonably associated therewith.
- 31.1.1 If LESSEE desires to dispose of any of LESSEE'S Personal Property used in the operation of its wireless communication facilities on the Site, CITY shall have the first right to acquire or purchase such property.
- 31.2 LESSEE shall repair, at its sole cost and expense, all damage to the Premises or Site resulting from the removal of LESSEE'S Property from the Premises by LESSEE or LESSEE's contractors and/or subcontractors.

- 31.2.1 If the removal of LESSEE'S Property by LESSEE or LESSEE'S contractors and/or subcontractors or by CITY takes place after expiration of this Lease, or beyond CITY'S direction upon earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Lease, until all of LESSEE'S Property has been removed from the Site. Any proration of annual Rent will be calculated based on twelve 30-day months.

32. NOTICES.

Any notice required or permitted to be given under this Lease 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 LESSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SD0371; Cell Site Name: National City (CA)
Fixed Asset No.: 10085053
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site #: SD0371; Cell Site Name: National City (CA)
Fixed Asset No.: 10085053
208 S. Akard Street
Dallas, Texas 75202-4206

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

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

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

33. MISCELLANEOUS PROVISIONS.

- 33.1 Governing Law. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California. Any lawsuit to enforce this Lease shall be filed in the Superior Court of California, County of San Diego, Central Division.
- 33.2 Entire Understanding. This Lease contains the entire understanding of the Parties. CITY and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE'S Operations. Each party has relied on its own examination of the Site, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each party to this Lease 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 Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Site, 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.
- 33.3 Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE'S Operations, by and between CITY and LESSEE, 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.
- 33.4 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 33.5 Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 33.6 Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE'S Operations on the Site in a creditable manner and in accordance with industry standards.
- 33.7 Joint and Several Liability. If LESSEE 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 LESSEE under this Lease.
- 33.8 Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease 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 LESSEE'S obligation to pay Rent. If CITY or LESSEE 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.

- 33.9 CITY'S Consent or Approval. Whenever required under this Lease, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor or his designee, unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 33.10 Consent by Either Party. Except as otherwise expressly provided in this Lease, consent to be given by either party may not be unreasonably withheld or delayed.
- 33.11 Lease Modifications. This Lease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties and approved by the City Attorney.
- 33.12 California Public Records Act. CITY shall determine in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act (CPRA). LESSEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 33.13 Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that neither the Site nor the Premises have been inspected by a Certified Access Specialist.

Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

- 33.14 Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of LESSEE'S service requests upon receipt of LESSEE'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.
- 33.15 Survival. Any obligation under this Lease that requires a party's performance of that obligation after the expiration or earlier termination of this Lease shall survive such expiration or termination.

- 33.16 Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 33.17 Number and Gender. In this Lease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 33.18 Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease 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 Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease 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.Counterparts. This Lease 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.
- 33.19 Exhibits Incorporated. All exhibits referenced in this Lease are incorporated into the Lease by this reference.

[Signatures appear on next page]

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

Date: 2/5/18

LESSOR: THE CITY OF SAN DIEGO,
a California municipal corporation

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

Date: Jan 11, 2018

LESSEE: NEW CINGULAR WIRELESS PCS,
LLC, a Delaware limited liability
company

By: [Signature]
Name: Agnes Luster
Title: Mgr Real Estate & Const.

Environmental Analysis Section Environmental Clearance:

Project is exempt from CEQA pursuant to CEQA Guidelines Section 15301. No environmental impacts were identified. None of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Date: Feb 1, 2018

BY: [Signature]
Name: Anna McPherson
Title: Senior Planner

Approved as to form this 27th day of
February, 2018 ~~2017~~.

MARA W. ELLIOTT, City Attorney

By: [Signature]
Name: Melissa Ables
Title: Deputy City Attorney

Exhibit A:

Description of Site and Premises

CITY Site ID No.: AT&T National City

LESSEE Site No.: SD0371

Location: 1521 Statton Court, San Diego, CA 92114

Assessor's Parcel Number: 582-321-11

Description of Site: AT&T wireless: Water tank facade mounted site

Legal Description of Premises:

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of the Southwest Quarter of Quarter Section 53, and the Northwest Quarter of Quarter Section 54 of the Rancho de la Nacion, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 166 by Morrill, filed in the Office of the County Recorder of said San Diego County, described as follows:

**Beginning at the Southeast corner of the Southwest Quarter of said Quarter Section 53;
Thence North 19° 10' 00" West, along the East line thereof, 225.00 feet;
Thence South 70° 53' 00" West, parallel with the South line of said Quarter Section 53, a distance of 400.00 feet;
Thence South 19° 10' 00" East, parallel with the East line of said Southwest Quarter, 225.00 feet to the intersection with the South line of said Quarter Section 53;
Thence South 19° 10' 00" East, parallel with the East line of said Northwest Quarter of Quarter Section 54, a distance of 275.00 feet;
Thence South 89° 53' 00" East, 230.37 feet;
Thence North 70° 53' 00" East, 182.25 feet to the intersection with the East line of the Northwest Quarter of said Quarter Section 54;
Thence North 19° 10' 00" West, along said East line, to the point of beginning.**

Assessor's Parcel Number: 582-321-11

All that certain real property situated in the County of San Diego, State of California, described as follows:

All that portion of the Southwest Quarter of Quarter Section 53, and the Northwest Quarter of Quarter Section 54 of the Rancho de la Nacion, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 166 by Morrill, filed in the Office of the County Recorder of said San Diego County, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Quarter Section 53;

Thence North 19° 10' 00" West, along the East line thereof, 225.00 feet;

Thence South 70° 53' 00" West, parallel with the South line of said Quarter Section 53, a distance of 400.00 feet;

Thence South 19° 10' 00" East, parallel with the East line of said Southwest Quarter, 225.00 feet to the intersection with the South line of said Quarter Section 53;

Thence South 19° 10' 00" East, parallel with the East line of said Northwest Quarter of Quarter Section 54, a distance of 275.00 feet;

Thence South 89° 53' 00" East, 230.37 feet;

Thence North 70° 53' 00" East, 182.25 feet to the intersection with the East line of the Northwest Quarter of said Quarter Section 54;

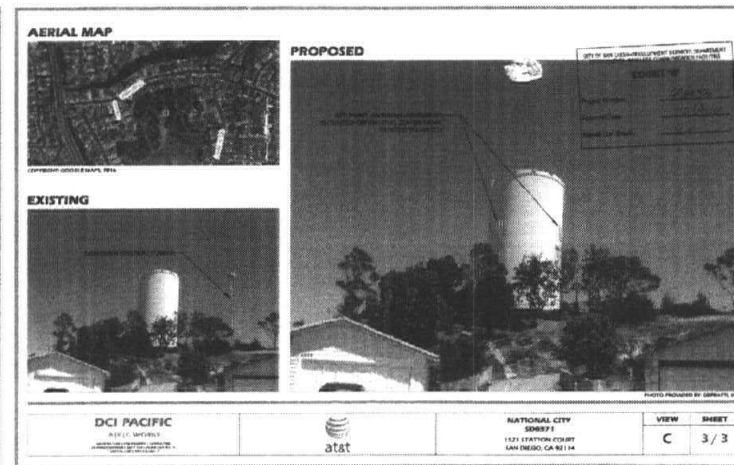
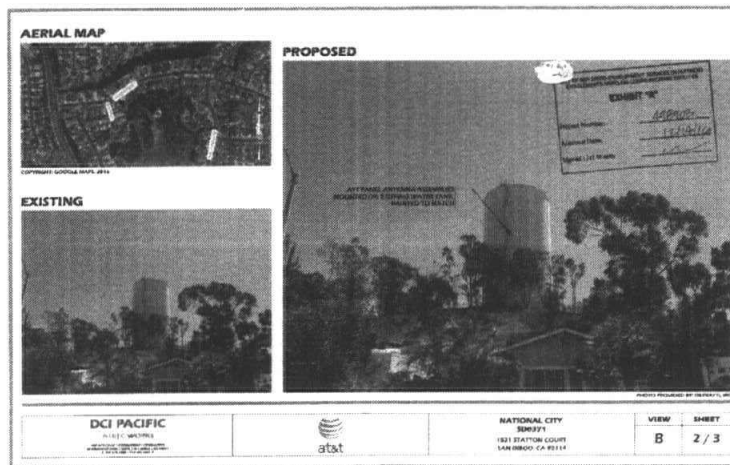
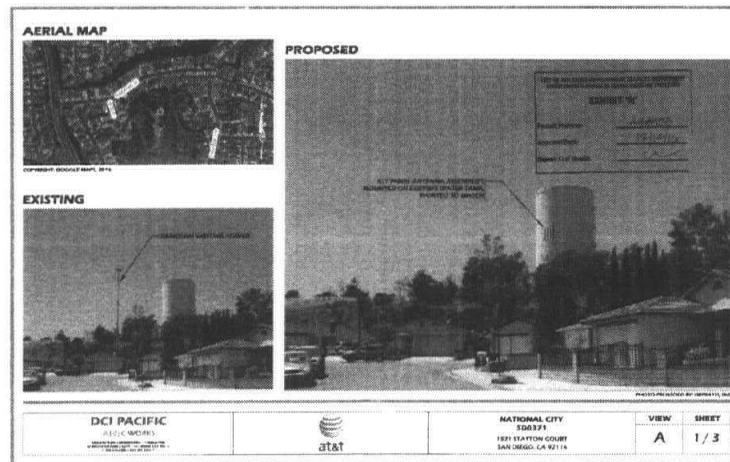
Thence North 19° 10' 00" West, along said East line, to the point of beginning.

Assessor's Parcel Number: 582-321-11

Exhibit B

Site and Equipment Plans

[see following pages]



STAMPED PHOTO-SIMS



PARADISE MESA STANDPIPE
SD0371
1521 STATION COURT
SAN DIEGO, CA 92114

DCI PACIFIC
A/E/C WORKS
ARCHITECTURE | ENGINEERING | CONSULTING
32 EXECUTIVE PARK | SUITE 110
IRVINE | CA 92614



NO.	DATE	REVISIONS	BY	CHK
1	06/22/17	DCM REZONES	HH	BOB
2	05/25/17	ISSUED PER ROW FOR 4C DC	HH	BOB
3	12/22/16	CYCLE ISSUES COMMENTS 12-12-16	HH	BOB
4	11/08/16	ADDED TO SHEET FOR PHOTO-SIMS	HH	BOB
5	10/26/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOB
6			BY	CHK
7			BY	CHK

SHEET TITLE	SHEET NUMBER
STAMPED PHOTO-SIMS	T02

SCALE: 1
R.T.A.

DOCS 2017-0042913
RECORDED CONDITIONAL USE PERMIT NO. 1775815
APPROVED FOR THE CITY OF SAN DIEGO
DATE: 06/27/17
BY: [Signature]
CITY OF SAN DIEGO
PLANNING DEPARTMENT
1733 TRADE STREET, 3 EAST, ROOM 300
SAN DIEGO, CA 92101-4002

RECORDING INFORMATION BY
DATE: 06/27/17
BY: [Signature]
CITY OF SAN DIEGO
PLANNING DEPARTMENT
1733 TRADE STREET, 3 EAST, ROOM 300
SAN DIEGO, CA 92101-4002

RECORDING INFORMATION BY
DATE: 06/27/17
BY: [Signature]
CITY OF SAN DIEGO
PLANNING DEPARTMENT
1733 TRADE STREET, 3 EAST, ROOM 300
SAN DIEGO, CA 92101-4002

RECORDING INFORMATION BY
DATE: 06/27/17
BY: [Signature]
CITY OF SAN DIEGO
PLANNING DEPARTMENT
1733 TRADE STREET, 3 EAST, ROOM 300
SAN DIEGO, CA 92101-4002

ORIGINAL

RECORDING INFORMATION BY
DATE: 06/27/17
BY: [Signature]
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SAN DIEGO, CA 92101-4002

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SAN DIEGO, CA 92101-4002

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SAN DIEGO, CA 92101-4002

RECORDING INFORMATION BY
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BY: [Signature]
CITY OF SAN DIEGO
PLANNING DEPARTMENT
1733 TRADE STREET, 3 EAST, ROOM 300
SAN DIEGO, CA 92101-4002

ORIGINAL

RECORDED CONDITIONAL USE PERMIT NO. 1775815



PARADISE MESA STANDPIPE
SD0371
1521 STATTON COURT
SAN DIEGO, CA 92114

DCI PACIFIC
A/E/C WORKS
ARCHITECTURE / ENGINEERING / CONSULTING
32 EXECUTIVE PARK | SUITE 110
PUEBLO, CO 81001

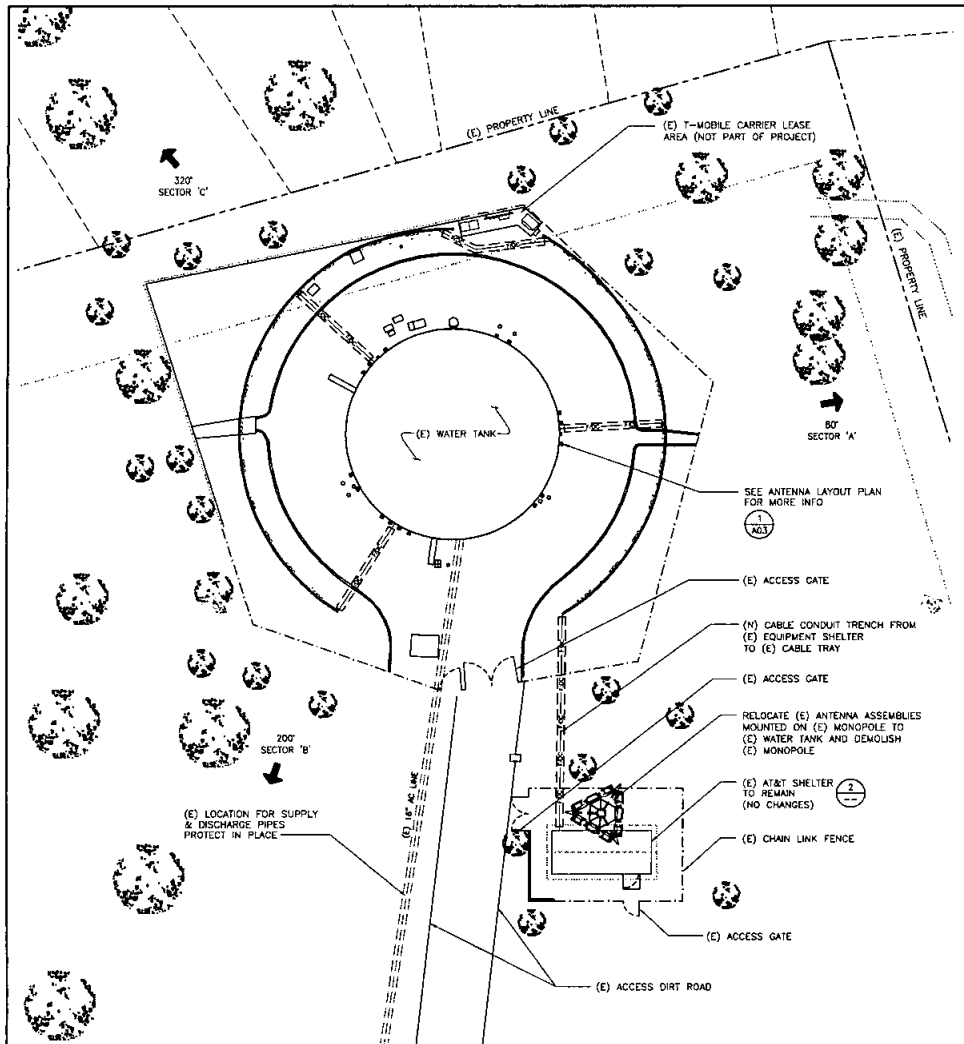


NO.	DATE	REVISIONS	BY	CHK	APP'D
1	06/27/17	ISSUED PER SD07 FOR 4C DC	HH	BOOK	DND
2	12/22/16	CYCLE ISSUES COMMENTS 12-12-16	HH	BOOK	DND
3	11/06/16	ADDED 12 SHEET FOR PHOTO-SHOTS	HH	BOOK	DND
4	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	DND

RECORDED
CONDITIONAL USE
PERMIT

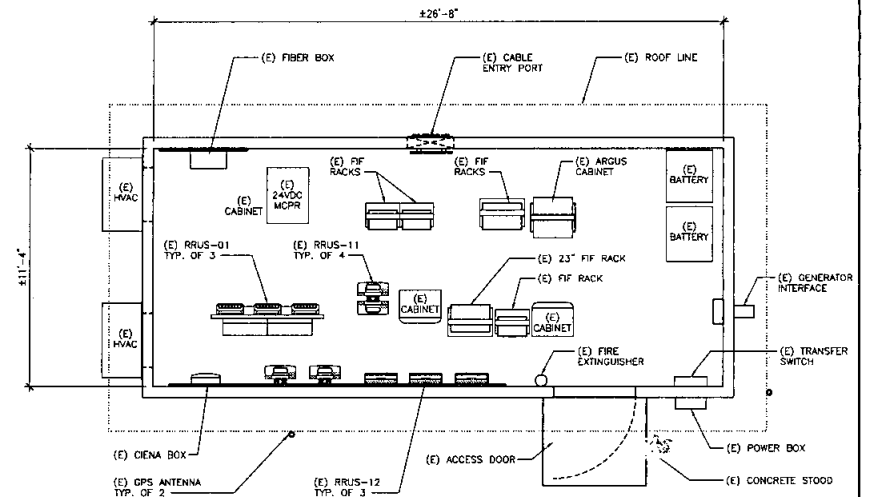
T03

SCALE: 1"=10'



PARTIAL ENLARGED SITE PLAN

NOTE: NO NEW BATTERIES ARE TO BE ADDED AS PART OF THIS PROJECT



NOTES:

- 1/ NOTICE TO THE APPLICANT/OWNER/OWNER'S AGENT/ARCHITECT OR ENGINEER OF RECORD: BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND , AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- 2/ NOTICE TO THE CONTRACTOR/BUILDER/INSTALLER/SUB-CONTRACTOR/OWNER BUILDER: BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION/INSTALLATION OF THE WORK SPECIFIED HEREIN YOU ACKNOWLEDGE AND ARE AWARE OF, THE REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF CITY OF SAN DIEGO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS, CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS AND , AS REQUIRED BY THE CALIFORNIA CONSTRUCTION CODES.
- 3/ THE SPECIAL INSPECTOR MUST BE CERTIFIED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, IN THE CATEGORY OF WORK REQUIRED TO HAVE SPECIAL INSPECTION
- 4/ THE CONSTRUCTION MATERIALS TESTING LABORATORY MUST BE APPROVED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES, FOR TESTING MATERIALS, SYSTEMS, COMPONENTS AND, EQUIPMENTS
- 5/ FABRICATOR MUST BE APPROVED BY THE CITY OF SAN DIEGO, DEVELOPMENT SERVICES FOR THE FABRICATION OF MEMBERS AND ASSEMBLIES ON THE PREMISES OF THE FABRICATOR'S SHOP
- 6/ FABRICATOR SHALL SUBMIT AN APPLICATION TO PERFORM OFF-SITE FABRICATOR TO THE INSPECTION SERVICES DIVISION FOR APPROVAL PRIOR TO COMMENCEMENT OF FABRICATION
- 7/ FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FOR OFF-SITE FABRICATION TO THE INSPECTION SERVICES DIVISION PRIOR TO ERECTION OF FABRICATED ITEMS AND ASSEMBLIES
- 8/ THE SPECIAL INSPECTIONS IDENTIFIED ON PLAN ARE, IN ADDITION TO , AND NOT A SUBSTITUTE FOR, THOSE INSPECTIONS REQUIRED TO BE PERFORMED BY A CITY'S BUILDER INSPECTOR.

(E) EQUIPMENT LAYOUT PLAN



PARADISE MESA STANDPIPE
SD0371

1521 STATTON COURT
SAN DIEGO, CA 92114

DCI PACIFIC
AIEC WORKS

ARCHITECTURE (ENGINEERING) CONSULTING
22 EXECUTIVE PARK | SUITE 110
BONAVILLE, CA 92014



4	04/27/17	DRW REVISIONS	101	BOX	OKD
3	05/25/17	ISSUED PER SOW FOR 4C SC	101	BOX	OKD
2	12/22/16	CYCLE ISSUES COMMENTS 12-12-16	101	BOX	OKD
1	11/09/16	ADDED 12 SHEET FOR PHOTO-SMG	101	BOX	OKD
0	10/26/16	ISSUED FOR CONSTRUCTION PERMIT	101	BOX	OKD
NO.	DATE	REVISIONS	BY	CHK	APPRO
SCALE	AS SHOWN	DESIGNED			DRAWN

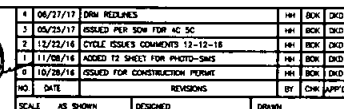
PARTIAL ENLARGED SITE
PLAN & (E) EQUIPMENT
LAYOUT PLAN

A02



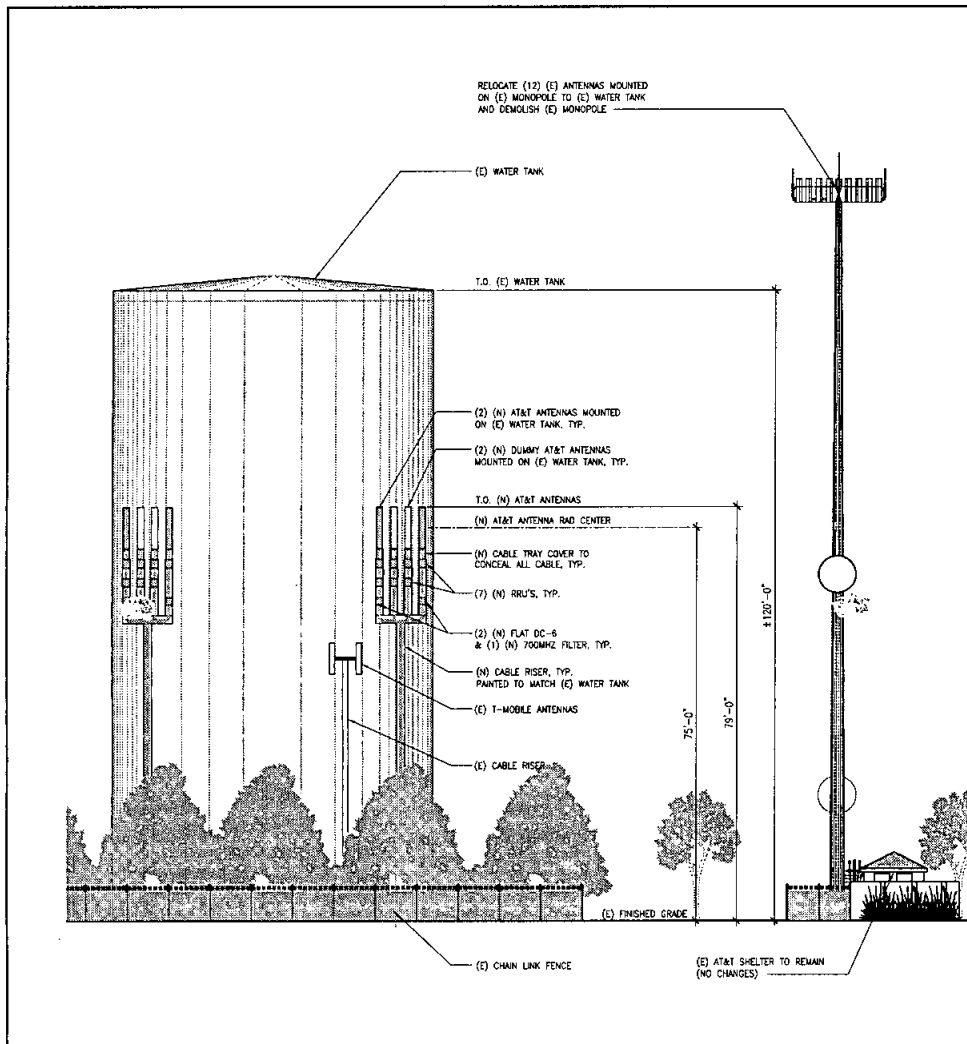
1521 STATTON COURT
SAN DIEGO, CA 92114

ARCHITECTURE | ENGINEERING | CONSULTING
87 EXECUTIVE PARK | SUITE 110



ANTENNA LAYOUT PLAN

A03

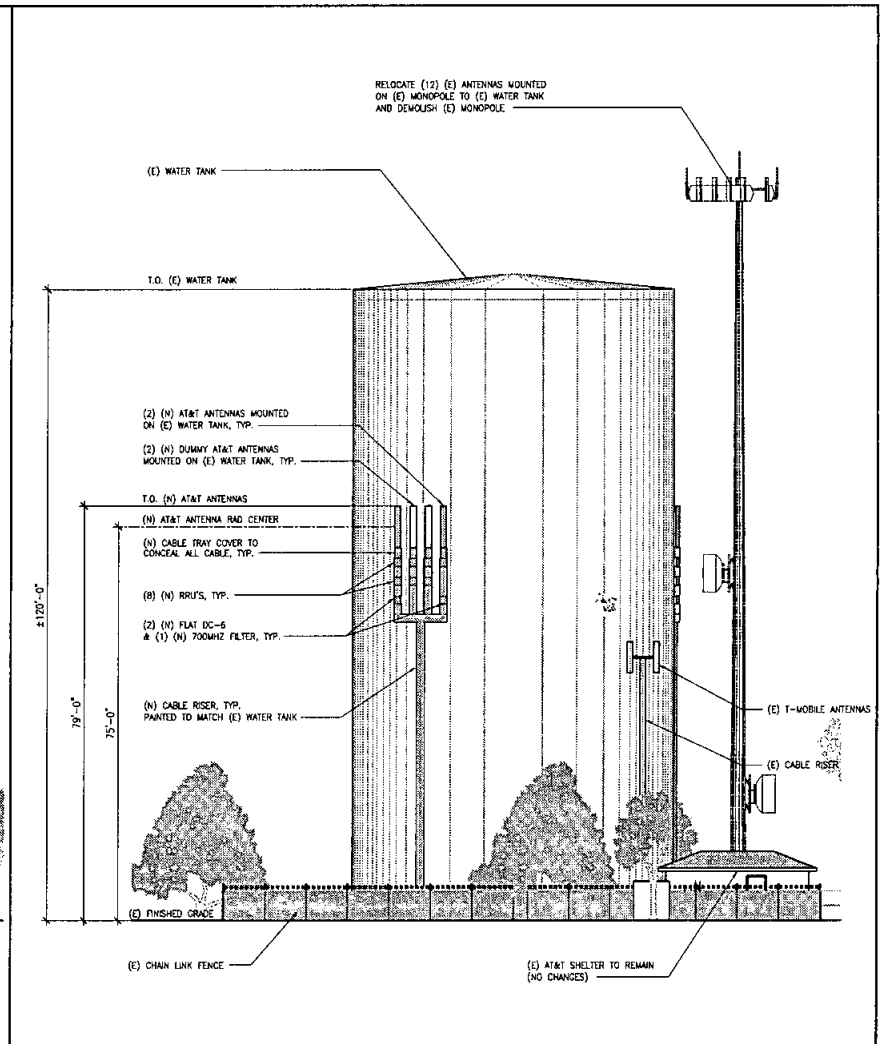


WEST ELEVATION

SCALE: 1/8" = 1'-0"

2

SOUTH ELEVATION



SCALE: 1/8" = 1'-0"

1



PARADISE MESA STANDPIPE
SD0371
1521 STATTON COURT
SAN DIEGO, CA 92114

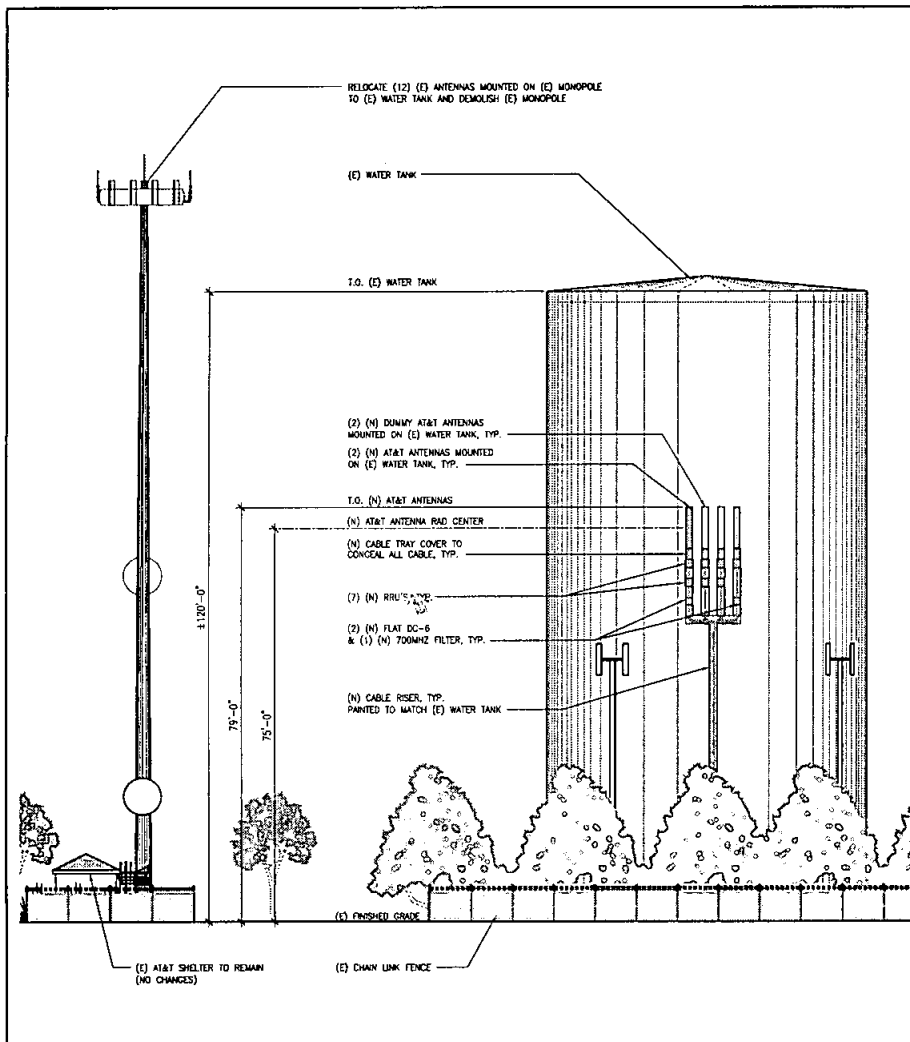
DCI PACIFIC
A/E/C WORKS
ARCHITECTURE | ENGINEERING | CONSULTING
33 BARKSTRAW PARK | SUITE 110
POWERS | CA 92614



NO.	DATE	REVISIONS	BY	CHK	APP'D
1	06/27/17	DWG REQUIRES	HH	BOOK	OKD
2	05/25/17	ISSUED FOR ROW FOR AC DC	HH	BOOK	OKD
3	12/22/16	CIRCLE ISSUES COMMENTS 13-12-18	HH	BOOK	OKD
4	11/26/16	ADDED TO SHEET FOR PHOTO-SMS	HH	BOOK	OKD
5	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD
6	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD
7	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD
8	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD
9	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD
10	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD
11	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD
12	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOOK	OKD

ELEVATIONS

A04



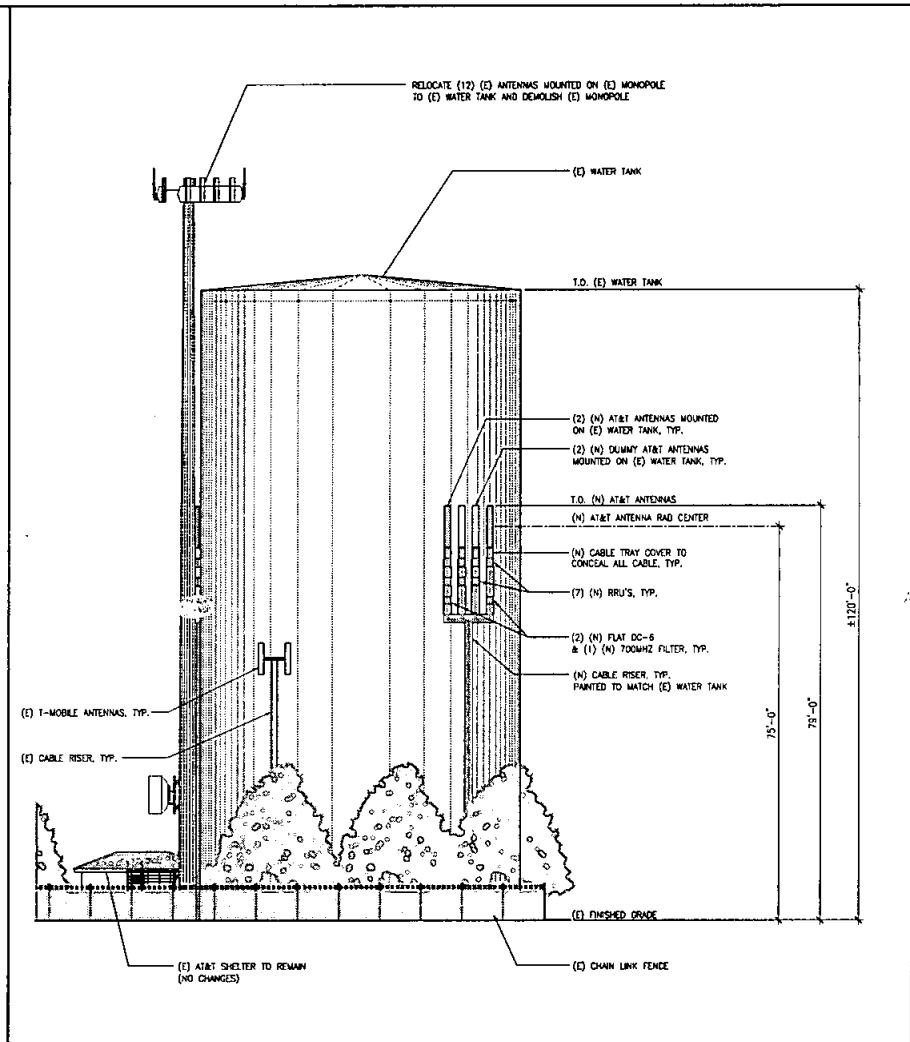
EAST ELEVATION

SCALE: 3/32"=1'-0"

0 4' 8' 12'

2

NORTH ELEVATION



NORTH ELEVATION

SCALE: 3/32"=1'-0"

0 4' 8' 12'

1



7337 TRADE STREET, 3 EAST, ROOM 308A
SAN DIEGO, CA 92121-4202



PARADISE MESA STANDPIPE
SD0371
1521 STATTON COURT
SAN DIEGO, CA 92114

DCI PACIFIC
A/E/C WORKS
ARCHITECTURE | ENGINEERING & CONSULTING
13 KANAWATTA PARK | SUITE 110
RIVINGTON, CA 92514



4	06/21/17	DRW REVISIONS	HW	BOX	DND
3	05/25/17	ISSUED FOR BIDDING FOR AC DC	HW	BOX	DND
2	12/22/14	CYCLE ISSUES COMMENTS 13-12-18	HW	BOX	DND
1	11/26/14	ADDED TO SHEET FOR PHOTO-SHS	HW	BOX	DND
0	10/24/14	ISSUED FOR CONSTRUCTION PERMIT	HW	BOX	DND
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE	AS SHOWN	DESIGNED		DRAWN	

ELEVATIONS

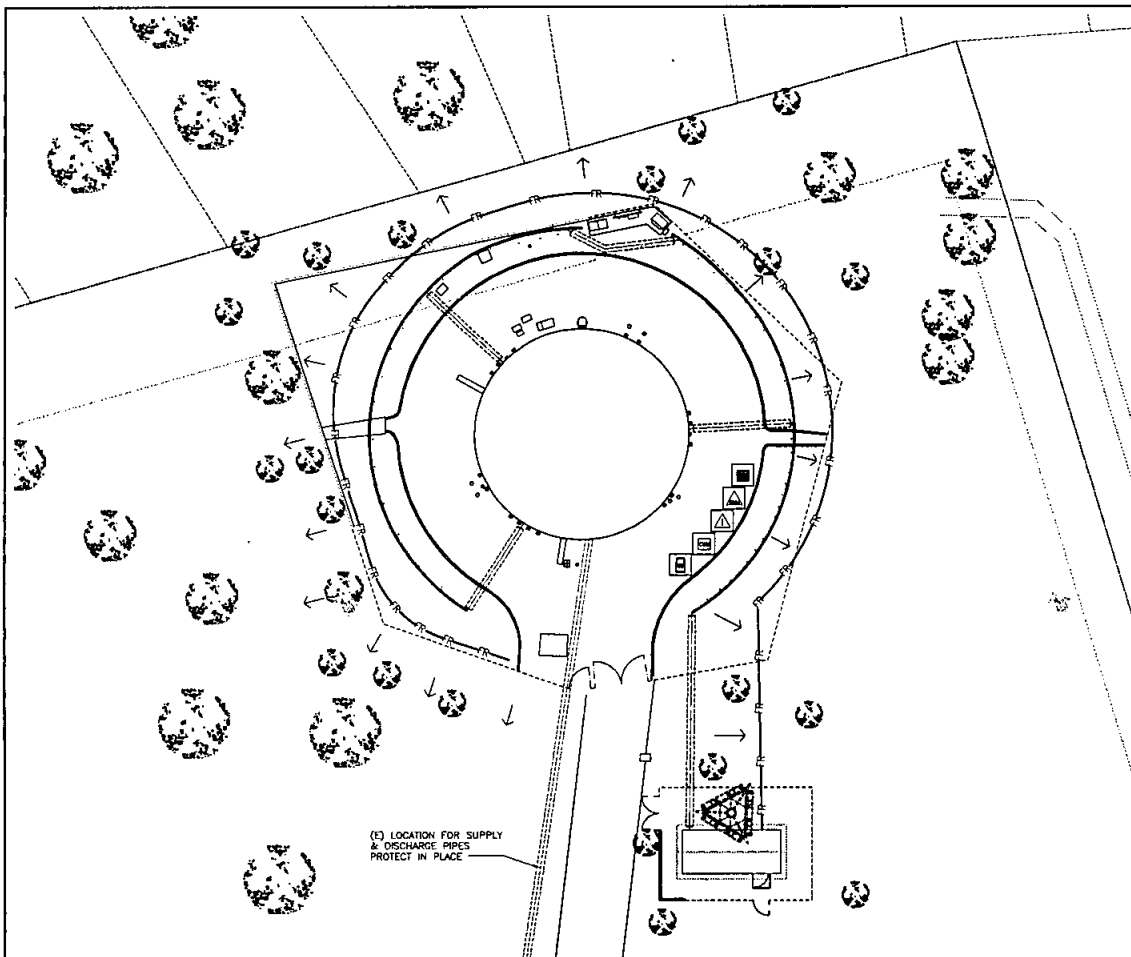
A05

STORM WATER REQUIREMENTS APPLICABILITY CHECKLIST

DCI PACIFIC
AIEIC WORKS

[illegible]

NO. 30	MM	BOOK	DND	SHEET TITLE	SHEET NUMBER
NO. 31	MM	BOOK	DND	STORM WATER REQUIREMENTS APPLICABILITY CHECKLIST	C01
NO. 32-12-18	MM	BOOK	DND		
PHOTO-SIZES	MM	BOOK	DND		
CON PERMIT	MM	BOOK	DND		
REVISIONS	BY	CHK	APPLY		



STORM WATER QUALITY NOTES CONSTRUCTION BMP'S

This project shall comply with all requirements of the Municipal Permit issued by San Diego Regional Water Quality Control Board (SDRWQCB) and Municipal Storm Water National Pollution Discharge Elimination System (NPDES) Permit on January 24, 2007 http://www.sdrwqcb.ca.gov/water_issues/programs/stormwater/construction.shtml and the City of San Diego Land Development Code (<http://dca.sandiego.gov/municipalcode/MuniCodeChapter14/Ch14Art92Division02.pdf>) and Storm Water Manual (<http://www.sandiego.gov/development-services/pdf/news/stormwatermanual.pdf>)

Notes below represent key minimum requirements for construction BMP's.

1. The contractor shall be responsible for cleanup of all silt and mud on adjacent street(s), due to construction vehicles or any other construction activity, at the end of each work day, or after a storm event that causes a breach in installed construction BMP's which may compromise Storm Water Quality within any street(s). A stabilized construction exit may be required to prevent construction vehicles or equipment from tracking mud or silt onto the street.
2. All stockpiles of soil and/or building materials that are intended to be left for a period greater than seven calendar days are to be covered. All removable BMP devices shall be in place at the end of each working day when five day rain probability forecast exceeds 40%.
3. A concrete washout shall be provided on all projects which propose the construction of any concrete improvements which are to be poured in place on site.
4. The contractor shall restore all erosion/sediment control devices to working order after each run off producing rainfall or after any material breach in effectiveness.
5. All slopes that are created or disturbed by construction activity must be protected against erosion and sediment transport at all times.
6. The storage of all construction materials and equipment must be protected against any potential release of pollutants into the environment.

LEGEND BEST MANAGEMENT PROTECTION

DESCRIPTION	QUANTITY	SYMBOL
MATERIAL DELIVERY AND STORAGE (WM-1)	1 EA	■
SOLID WASTE MANAGEMENT (WM-5)	1 EA	▲
HAZARDOUS WASTE MANAGEMENT (WM-6)	1 EA	▲
CONCRETE WASTE MANAGEMENT (WM-8)	1 EA	■
SANITARY/SEPTIC WASTE MANAGEMENT (WM-9)	1 EA	■
FIBER ROLLS (SC-5)	N/A	FR
DIRECTION OF SURFACE FLOW	N/A	→

WPCP (BMP PLAN)



PARADISE MESA STANDPIPE
SD0371

1521 STATTON COURT
SAN DIEGO, CA 92114

DCI PACIFIC
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32 EXECUTIVE PARK | SUITE 110
BONITA | CA 92014



NO.	DATE	REVISIONS	BY	CHK	APP'D
1	06/27/17	DRW ISSUES	MM	BOX	END
2	05/25/17	ISSUED PER ROW FOR AC SC	MM	BOX	END
3	12/22/16	CHECK ISSUES COMMENTS 12-12-16	MM	BOX	END
4	11/28/16	ADDED TO SHEET FOR PHOTO-SAVE	MM	BOX	END
5	12/28/16	ISSUED FOR CONSTRUCTION PERMIT	MM	BOX	END
6			MM	BOX	END
7			MM	BOX	END
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SCALE AS SHOWN

DESIGNED

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SCALE: 1" = 10' 0" 1"

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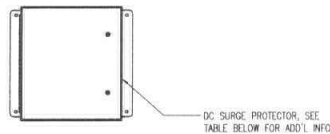
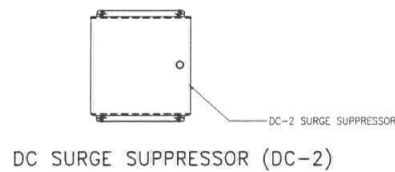
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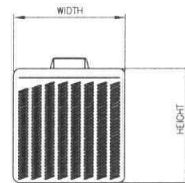
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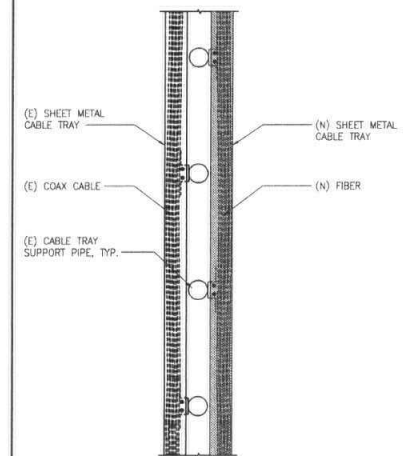
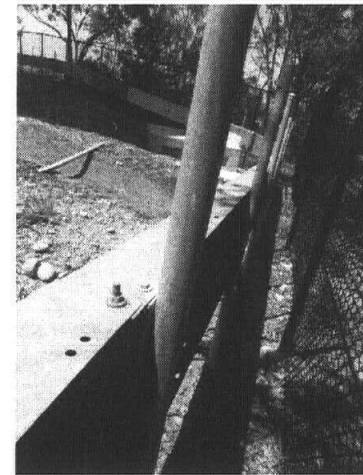
EQUIPMENT SPECIFICATIONS					
TYPE	MODEL NO.	HEIGHT	WIDTH	DEPTH	WEIGHT
DC SURGE PROTECTOR	DC6-48-60-0-1E	17.23"	16.28"	6.33"	35 LBS

NOTE:
1. ANCHORS SHALL HAVE HOT-DIPPED GALVANIZED FINISH.
2. GROUND ALL EQUIPMENT TO (E) GROUND BAR WITH #2 AWG



RRU TYPE	HEIGHT	WIDTH	DEPTH	WEIGHT
RRUS-11	19.7"	17.0"	7.2"	50LBS
RRUS-32	27.2"	12.1"	7.0"	60LBS

NOTE: GO TO REFER TO RFDS FOR EXACT RRU TYPE



DC SURGE SUPPRESSOR (DC-6)

7 REMOTE RADIO UNIT

5 (E) CABLE TRAY PHOTOS

3 (N) CABLE TRAY SUPPORT PIPE

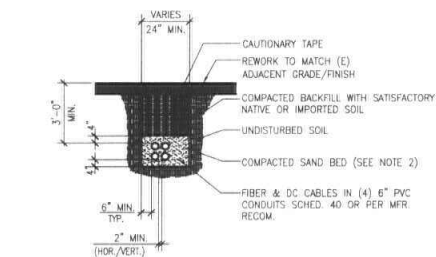
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Ericsson

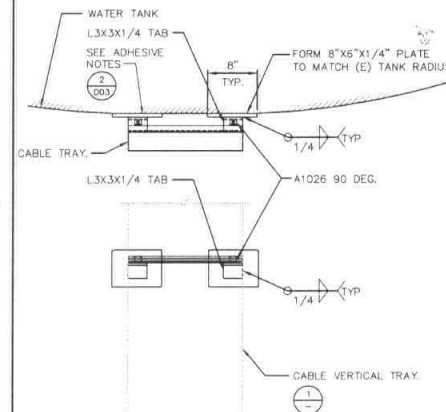
- B14 4478 is expected FFA/GA in 3Q
- 4x40W for 4T4R or 2x40W+2x40W for two 2T2R sectors
 - 15"x13.2"x7.4"
 - 60 lbs
 - One CPRI connection per RRH



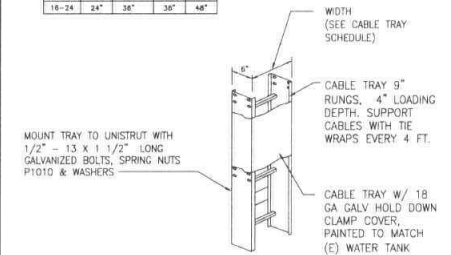
MIN. BEND RADIUS	
SIZE	4" OR 6" CONDUIT
1/2"	10"
7/8"	18"
1-1/4"	22"
1-5/8"	28"



- NOTES:
- PROVIDE PROPER BENDING RADIUS FOR CONDUITS AS REQ'D BY THE CABLE MFR. (SEE TABLE ABOVE)
 - LEAN CONC. W/ RED TINTED TOP MAY BE USED IN PLACE OF COMPACTED SAND.



CABLE TRAY SCHEDULE				
# OF CABLES	1/2"	3/4"	1"	1 1/2"
1-8	12"	18"	18"	24"
8-16	24"	24"	36"	36"
16-24	24"	36"	36"	48"



RRU B14 4478

8 FIBER & FC CABLE TRENCH

6 CABLE TRAY TO WATER TANK

4 CABLE VERTICAL TRAY

1



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NO.	DATE	REVISIONS	BY	CHK	APP'D
1	06/27/17	DRM REDLINES	HHH	BOB	DKD
2	05/25/17	ISSUED PER SOW FOR 4C 5C	HHH	BOB	DKD
3	12/22/16	CYCLE ISSUES COMMENTS 12-12-16	HHH	BOB	DKD
4	11/08/16	ADDED T2 SHEET FOR PHOTO-SIMS	HHH	BOB	DKD
5	10/26/16	ISSUED FOR CONSTRUCTION PERMIT	HHH	BOB	DKD

SCALE: AS SHOWN

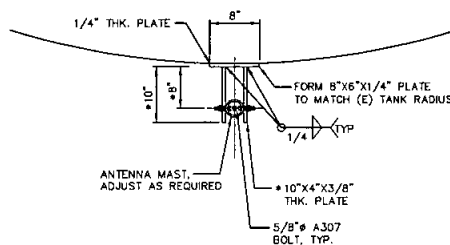
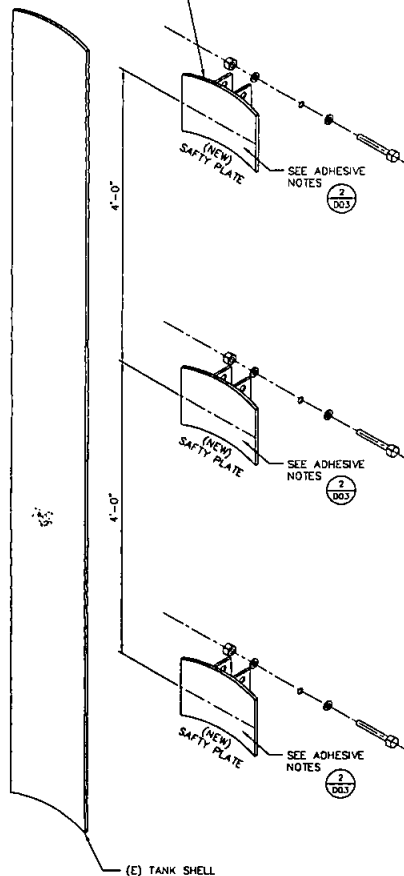
DESIGNED: _____

DRAWN: _____

DETAILS &
ANTENNA SCHEDULE

D01

FORM 8"x6"x1/4" A36 STEEL
PLATE TO MATCH (E) TANK RADIUS



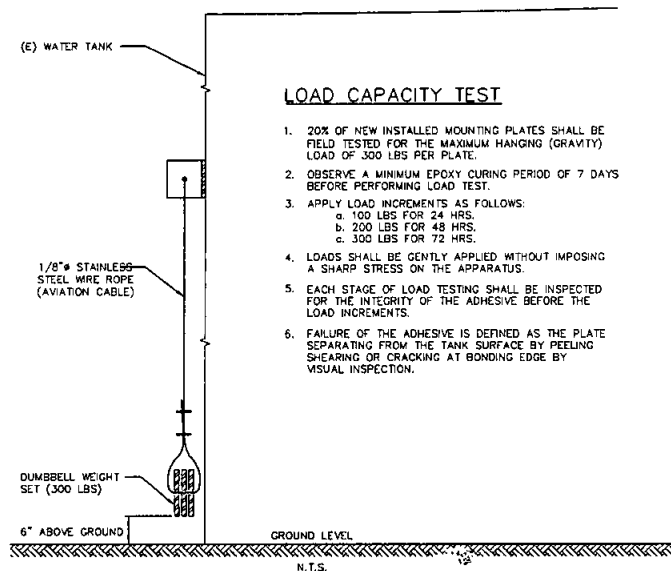
CONNECTION DETAIL
N.T.S.

ANTENNA SUPPORT NOTES:

1. CONTRACTOR TO VERIFY CLEARANCE AND CONDITIONS OF WATER TANK AT LOCATION OF WORK AND REVIEW DETAILS FOR ANY REQUIRED ADJUSTMENTS.
2. CONTRACTOR TO PROVIDE COMPLETE SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION.
3. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES WITH THE NEW LAYOUT PRIOR TO PROCEEDING.
4. ALL PIPES, BRACKETS AND MISC. HARDWARE TO BE GALVANIZED UNLESS NOTED OTHERWISE.
5. ANTENNAS, ATTACHMENTS AND CONNECTIONS SHALL BE PAINTED AND TEXTURE TO MATCH EXISTING WATER TANK.
6. CONTRACTOR TO PROVIDE INSTALLATION PROCEDURE/ METHOD OF PROCEDURE (MOP) PRIOR TO INSTALLATION.

PAINTING NOTES:

1. MOUNTING PLATE SHALL BE SHOP PAINTED WITH A COLOR MATCHING THE EXISTING WATER TANK AND PER AT&T PROJECT TECHNICAL SPECIFICATION FOR CONSTRUCTION STANDARDS.
2. AFTER INSTALLATION OF MOUNTING PLATES ON THE WATER TANK TOUCH-UP/REPAINT THE TANK SURFACE PER WATER TOWER OWNER'S PAINT SPECIFICATIONS. ALTERNATIVELY, WITH OWNERS APPROVAL.



LOAD CAPACITY TEST

1. 20% OF NEW INSTALLED MOUNTING PLATES SHALL BE FIELD TESTED FOR THE MAXIMUM HANGING (GRAVITY) LOAD OF 300 LBS PER PLATE.
2. OBSERVE A MINIMUM EPOXY CURING PERIOD OF 7 DAYS BEFORE PERFORMING LOAD TEST.
3. APPLY LOAD INCREMENTS AS FOLLOWS:
 - a. 100 LBS FOR 24 HRS.
 - b. 200 LBS FOR 48 HRS.
 - c. 300 LBS FOR 72 HRS.
4. LOADS SHALL BE GENTLY APPLIED WITHOUT IMPOSING A SHARP STRESS ON THE APPARATUS.
5. EACH STAGE OF LOAD TESTING SHALL BE INSPECTED FOR THE INTEGRITY OF THE ADHESIVE BEFORE THE LOAD INCREMENTS.
6. FAILURE OF THE ADHESIVE IS DEFINED AS THE PLATE SEPARATING FROM THE TANK SURFACE BY PEELING, SHEARING OR CRACKING AT BONDING EDGE BY VISUAL INSPECTION.

TYPICAL SETUP FOR THE LOAD CAPACITY TEST

ANTENNA MOUNTING DETAIL



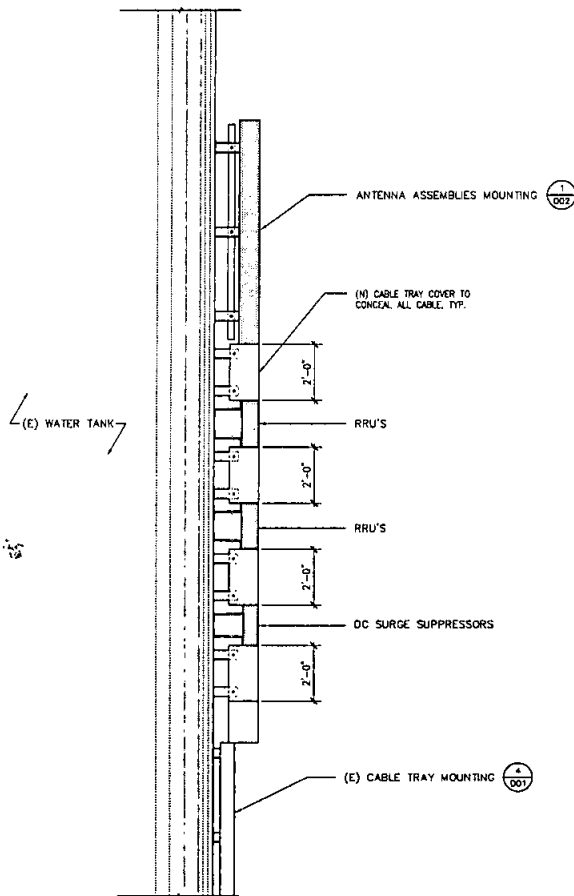
PARADISE MESA STANDPIPE
SD0371
1521 STATION COURT
SAN DIEGO, CA 92114

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37 EXECUTIVE PARK | SUITE 110
IRVINE | CA 92614



4	06/27/17	DRW REVISIONS	HH	BOH	DND
3	05/25/17	ISSUED PER SOW FOR AC SC	HH	BOH	DND
2	12/22/16	CYCLE ISSUES COMMENTS 12-12-16	HH	BOH	DND
1	11/06/16	ADDED 12 SHEET FOR PHOTO-SHOTS	HH	BOH	DND
0	10/26/16	ISSUED FOR CONSTRUCTION PERMIT	HH	BOH	DND
NO	DATE	REVISIONS	BY	CHK	APP'D
SCALE		AS SHOWN	DESIGNED	DRAWN	

SHEET TITLE		SHEET NUMBER
ANTENNA MOUNTING DETAIL & ADHESIVE NOTES		D02



ADHESIVE NOTES

- ADHESIVE ANCHORAGE'S TO THE EXISTING WATER TOWER, SHALL BE MADE WITH EPOXY ADHESIVES WITH THE FOLLOWING MINIMUM PROPERTIES: SHEAR STRENGTH (TENSILE SHEAR) 2000 PSI @ 75°F
- EPOXIES SHALL WITHSTAND MOISTURE, UV RADIATION, AND TEMPERATURE RANGES FROM -20° TO +140° F WITHOUT REDUCTION IN PROPERTIES.
- THE FOLLOWING ARE SUGGESTED ADHESIVES, BUT THE SUBCONTRACTOR IS NOT LIMITED TO THIS SELECTION. THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR USING THE PRODUCTS OTHER THAN LISTED.
BELZONA 1111 (SUPER METAL)
3M SCOTCH-WEED DP-460NS ADHESIVE EPOXY.
- DO NOT APPLY WHEN TEMPERATURE IS BELOW 50°F OR THE RELATIVE HUMIDITY IS ABOVE 90% OR FOG AND MIST ARE PRESENT.
- SURFACE MUST BE CLEAN, DRY AND FREE OF DUST, GREASE AND OIL.
- GALVANIZING/PAINT SHALL BE REMOVED AND SURFACE ROUGHED BY USING A GRINDER BEFORE EPOXY APPLICATION PER MANUFACTURER'S REQUIREMENT. GENERALLY, A FAIRLY FINE-GRAIN ABRASIVE (150-220 GRIT) WORK BEST. NO SAND BLASTING ALLOWED.
- FOR 3M ADHESIVE, EPOXY SHALL NOT BE HAND MIXED, INSTEAD USE CARTRIDGES AND DISPENSING SYSTEM FOR SELF MIXING. MIX RATIO IS 2:1 BY VOLUME. REMOVE CAP FROM END BEFORE ATTACHING STATIC MIX NOZZLE, EXTRUDE A SMALL AMOUNT TO ENSURE BOTH SIDES ARE DISPENSING. ATTACH MIX NOZZLE, DISPENSE AND DISCARD ABOUT ONE NOZZLE'S WORTH OF MATERIAL. REPEAT THIS PROCEDURE WHEN CHANGING MIX NOZZLES. THIS IS ESSENTIAL TO OBTAIN GOOD MIXING. THE SQUARE GOLD NOZZLES UPS # 50009 SHALL BE USED FOR THIS APPLICATION. BELZONA 1111 ADHESIVE IS A TWO PART EPOXY THAT MUST BE HAND MIXED. THE MIX RATIO IS 3:1 BY VOLUME.
- FOR 3M ADHESIVE BONDLINE-THICKNESS SHALL BE BETWEEN 5-10 MIL.
- PARTS SHOULD HAVE SAME RADIUS OF CURVATURE. THE BONDLINE GAP SHOULD BE FAIRLY CONSISTANT ACROSS THE PLATE. A VARIATION FROM 5-15 MIL IS ACCEPTABLE.
- PRESS DOWN FIRMLY TO ENSURE MAXIMUM CONTACT WITH THE SURFACE THERE SHOULD BE ENOUGH ADHESIVE FOR IT TO "SQUEEZE OUT" AROUND ALL EDGE OF THE PLATE. THIS WILL IMPROVE STRENGTH AND ALLOW IT TO ACT AS SEALANT. DO NOT REMOVE SQUEEZE-OUT.
- KEEP PARTS FROM MOVING UNTIL HANDLING STRENGTH IS REACHED. CONTACT PRESSURE (CLAMPING) IS REQUIRED. IT IS NORMALLY SUPPORTED BY MAGNETS. ONE HEAVY DUTY MAGNET ON EACH CORNER OF THE PLATE ITSELF.
- CURE TIMES OF ADHESIVE VARY WITH TEMPERATURE. AT 75°F, THE "OPEN TIME (WORKING LIFE)" OF THE ADHESIVE IS ABOUT 60 MINUTES FOR 3M DP-460NS, 15 MINUTES FOR BELZONA 1111.
- ALL EDGE PERIMETERS SHALL BE SEALED WITH A CONTINUOUS BEAD OF 3M MARINE ADHESIVE/SEALANT FAST CURE 4000 UV 05280 OR EQUAL AFTER CURE.
- THIRD-PARTY INSPECTION IS REQUIRED FOR THE INSTALLATION OF MOUNTING PLATES. THE THIRD-PARTY INSPECTOR SHALL PREPARE A REPORT OF THE INSPECTION INCLUDE THE FOLLOWING ITEMS.
 - DATE AND TIME OF THE INSTALLATION.
 - WEATHER CONDITION WITH TEMPERATURE.
 - EPOXY MATERIAL USED SHALL BE SPECIFIED IN DRAWINGS.
 - SURFACE PREPARATION SHALL FOLLOW THE DRAWING NOTES AND THE MANUFACTURERS' INSTRUCTIONS.
 - THERE SHALL BE NO MOVEMENT OF THE PLATE DURING EPOXY CURING STAGE.
 - ALL PLATE EDGES SHALL BE PROPERLY SEALED WITH SEALANT SPECIFIED IN DRAWINGS.
 - PHOTOS SHALL BE TAKEN OF EVERY STAGE OF THE PLATE INSTALLATION.

ADHESIVE NOTES

2

ANTENNA SCHEDULE

SECTOR	POSITION	ANTENNA SIZE	ANTENNA MODEL	ANTENNA TYPE	AZIMUTH		RAD CENTER		RRU	CABLE LENGTH	
					EXISTING	NEW	EXISTING	NEW		QTY.	LENGTH
ALPHA	A1	96.0x14.4x8.6	CCI TPA-65R-LCUUUU-H8	LTE/UMTS	80	80	±139°-0"	75°-0"	4	1	±250' FIBER
	A2										
	A3										
	A4	96.0x14.4x8.6	CCI TPA-65R-LCUUUU-H8	LTE/UMTS	80	80	±139°-0"	75°-0"	3		±250' FIBER
BETA	B1	96.0x14.4x8.6	CCI TPA-65R-LCUUUU-H8	LTE/UMTS	200	200	±139°-0"	75°-0"	4	1	±600' FIBER
	B2										
	B3										
	B4	96.0x14.4x8.6	CCI TPA-65R-LCUUUU-H8	LTE/UMTS	200	200	±139°-0"	75°-0"	3		±600' FIBER
GAMMA	C1	96.0x14.4x8.6	CCI TPA-65R-LCUUUU-H8	LTE/UMTS	320	320	±139°-0"	75°-0"	4	1	±450' FIBER
	C2										
	C3										
	C4	96.0x14.4x8.6	CCI TPA-65R-LCUUUU-H8	LTE/UMTS	320	320	±139°-0"	75°-0"	3		±450' FIBER

NOTES TO CONTRACTOR:

- CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
- CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.

ANTENNA ASSEMBLIES, RRU & DC SURGE SUPPRESSORS MOUNTING ELEVATION

ANTENNA SCHEDULE

1



PARADISE MESA STANDPIPE
SD0371

1521 STATTON COURT
SAN DIEGO, CA 92114

DCI PACIFIC
AIE/C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING
32 EXECUTIVE PARK | SUITE 110
BONITA | CA 92001



NO.	DATE	DESCRIPTION	BY	CHK	APP'D
1	06/27/17	DRW REVISIONS			
2	05/25/17	ISSUED FOR BOM FOR AC DC	HW	BOX	DND
3	12/22/16	CYCLE ISSUES COMMENTS 12-12-16	HW	BOX	DND
4	11/08/16	ADDED T2 SHEET FOR PHOTO-SHS	JAW	BOX	DND
5	10/28/16	ISSUED FOR CONSTRUCTION PERMIT	HW	BOX	DND
6		REVISIONS			

ANTENNA ASSEMBLIES,
RRU & DC SURGE
SUPPRESSORS MOUNTING
ELEVATION

D03

ABBREVIATIONS AND LEGENDS

A	AMP(S)
AF	AMP FUSE
AFB	ABOVE FINISHED FLOOR
AIC	"AMPERES INTERRUPTING CAPACITY"
AS	AMP SWITCH
ASCC	AVAILABLE SHORT CIRCUIT CURRENT
C	"CONDUIT", WITH CONDUCTORS AS REQUIRED BY DRAWINGS OR SPECIFICATIONS.
C.O.	"CONDUIT ONLY", PROVIDE PULL ROPE FOR ALL EMPTY CONDUIT AS REQUIRED.
ELEV	ELEVATION
EMT	ELECTRICAL METALLIC TUBING CONDUIT
KW	"KILOWATT"
KVA	"KILOVOLT AMPERES"
MCC	MOTOR CONTROL CENTER
O.C.	"ON CENTER"
P	POLE
PNL	PANEL
RGS	RIGID GALVANIZED STEEL CONDUIT
T	TRANSFORMER
UNO	UNLESS NOTED OTHERWISE
V	"VOLTS"
W	WIRE
WP	WEATHERPROOF, NEMA 3P
Ø	PHASE OR DIAMETER
---	ELECTRICAL EQUIPMENT SHOWN DASHED IS EXISTING.
—T—	TELEPHONE CONDUIT WITH PULL LINE IN PLACE.
—E—	ELECTRICAL CONDUIT WITH PULL LINE IN PLACE.
—A—	COAXIAL CABLE/WAVEGUIDE CONDUIT WITH PULL LINE(S) IN PLACE.
—G—	#2 AWG, BARE, TINNED, SOLID, COPPER WIRE (UNLESS OTHERWISE SPECIFIED).
---	CONDUIT SUBSTUTED OUT AND CAPPED, WITH PULL LINE IN PLACE.
---	CROSS LINES ON CONDUIT RUNS INDICATE NUMBER, #12 CURRENT CARRYING CONDUCTORS CONTAINED THEREIN TWO #12 AND ONE #12 GROUND WIRE ARE INDICATED WHEN CROSS LINES ARE NOT SHOWN. NUMERALS ADJACENT TO CROSS LINES ON CONDUIT RUNS INDICATE SIZE OF CONDUCTORS IN LIEU OF #12. ALL CONDUITS SHALL CONTAIN ONE GROUND WIRE SIZED PER C.E.C. TABLE 250-95, BUT NOT SMALLER THAN #12.
B-1,3	CONDUIT HOME RUN TO PANELBOARD, LETTER AND NUMERALS INDICATE ELECTRICAL PANEL AND CIRCUIT NUMBER.
---	ISOLATED GROUND WIRE. RUN IN ADDITION TO REGULAR GROUND WIRE.
---	RECESSED COMMUNICATION TERMINAL CABINET.
---	SURFACE MOUNTED COMMUNICATION TERMINAL CABINET.
⊙	JUNCTION BOX PEDESTAL TYPE FLOOR MOUNTED.
---	TELEPHONE TERMINAL BACKBOARD "TTB", 3/4" INCH SANDED AND PAINTED CDX PLYWOOD, 4' x 8' UNLESS NOTED OTHERWISE.
⊕	GROUND FAULT PROTECTION DEVICE.
●	MECHANICAL CONNECTION.
■	EXOTHERMIC/CAWELDED CONNECTION.
⊗	5/8" x 10"-0" COPPER, OR COPPER CLAD STEEL GROUND ROD AT 10'-0" O.C. (MAX)
⊗	GROUND ROD INSPECTION WELL.
---	CONNECTION TO GROUND, MINIMUM TWO (2) OF THE FOLLOWING: EARTH, BUILDING, COLD WATER PIPING. VERIFY CONTINUITY FOR ALL GROUND SOURCES WITH A TOTAL RESISTANCE OF < 5 OHMS.
⊞	MANUAL TRANSFER SWITCH (MTS) OR DISCONNECT.
⊞	THERMAL OVERLOAD MOTOR STARTER SWITCH.

ELECTRICAL NOTES

- THE SEISMIC BRACING AND ANCHORAGE OF ELECTRICAL CONDUITS AND WIRE SHALL BE IN ACCORDANCE WITH THE UNIFORM BUILDING CODE, CHAPTER 23 AND "GUIDELINE FOR SEISMIC RESTRAINTS OF MECHANICAL SYSTEMS AND PLUMBING PIPING SYSTEMS," PUBLISHED BY SMACNA AND PPIC, OR THE SUPERSTRUT EQUIPMENT RESTRAINT, OR THE KIN-LENE SEISMIC RESTRAINT SYSTEM.
- ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE LISTED BY UNDERWRITER'S LABORATORIES (UL) AND BEAR THEIR LABEL, OR LISTED AND CERTIFIED BY A NATIONALLY RECOGNIZED TESTING AUTHORITY WHERE UL DOES NOT HAVE A LISTING. CUSTOM MADE EQUIPMENT SHALL HAVE COMPLETE TEST DATA SUBMITTED BY THE MANUFACTURER ATTESTING TO ITS SAFETY. IN ADDITION, THE MATERIALS, EQUIPMENT, AND INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING: AMERICAN SOCIETY OF TESTING MATERIALS (ASTM) INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA) NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) AMERICAN STANDARD ASSOCIATION (ASA) FIRE PROTECTION ASSOCIATION (NFPA) AMERICAN NATIONAL STANDARD INSTITUTE (ANSI) CALIFORNIA ELECTRICAL CODE (CEC) - LATEST EDITION CALIFORNIA CODE OF REGULATIONS TITLE 24 (CCC) INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE) ALL LOCAL CODES AND ORDINANCES OF AGENCIES HAVING JURISDICTION, WHERE THE CODES HAVE DIFFERENT LEVELS OF REQUIREMENTS, THE MOST STRINGENT RULE SHALL APPLY.
- THE CONTRACTOR SHALL VISIT THE SITE INCLUDING ALL AREAS INDICATED ON THE DRAWINGS. HE SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND BY SUBMITTING A BID, ACCEPTS THE CONDITIONS UNDER WHICH HE SHALL BE REQUIRED TO PERFORM HIS WORK.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COMPLETE SET OF CONTRACT DOCUMENTS, INCLUDING DRAWINGS AND SPECIFICATIONS. HE SHALL CHECK THE DRAWINGS OF THE OTHER TRADES AND SHALL CAREFULLY READ THE ENTIRE SPECIFICATIONS AND DETERMINE HIS RESPONSIBILITIES. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR FROM DOING THE WORK IN COMPLETE ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, CHARGES, AND INCIDENTAL COSTS OF OBTAINING AND COMPLETION OF ELECTRICAL WORK, INCLUDING ALL CHARGES BY STATE, COUNTY AND LOCAL GOVERNMENTAL AGENCIES.
- THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES AT THE SITE. ANY COSTS TO INSTALL WORK TO ACCOMPLISH SAID COORDINATION WHICH DIFFERS FROM THE WORK AS SHOWN ON THE DRAWINGS SHALL BE INCURRED BY THE CONTRACTOR. ANY DISCREPANCIES, AMBIGUITIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT DURING BID TIME FOR CLARIFICATION. ANY SUCH CONFLICTS NOT CLARIFIED PRIOR TO BID SHALL BE SUBJECT TO THE INTERPRETATION OF THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL PROVIDE AND KEEP UP-TO-DATE A COMPLETE RECORD SET OF DRAWINGS. UPON COMPLETION OF THE WORK, A SET OF REPRODUCIBLE CONTRACT DRAWINGS SHALL BE OBTAINED FROM THE ARCHITECT, AND ALL CHANGES AS NOTED ON THE RECORD SET OF DRAWINGS SHALL BE INCORPORATED THEREON WITH BLACK INK IN A NEAT, LEGIBLE, UNDERSTANDABLE AND PROFESSIONAL MANNER. FAILURE TO KEEP RECORD DRAWINGS UP-TO-DATE SHALL CONSTITUTE CAUSE FOR WITHHOLDING OF PROGRESS PAYMENTS.
- ALL INTERRUPTION OF ELECTRICAL POWER SHALL BE KEPT TO A MINIMUM. HOWEVER, WHEN AN INTERRUPTION IS NECESSARY, THE SHUTDOWN MUST BE COORDINATED WITH THE OWNER 14 DAYS PRIOR TO THE OUTAGE. ANY OVERTIME PAY SHALL BE INCLUDED IN THE CONTRACTOR'S BID. WORK IN EXISTING SWITCHBOARDS OR PANELBOARDS SHALL BE COORDINATED WITH THE OWNER PRIOR TO REMOVING ACCESS PANELS OR DOORS.
- SHOP DRAWINGS SHALL BE SUBMITTED FOR ITEMS INDICATED ON PLANS. SHOP DRAWINGS SHALL INCLUDE ALL DATA WITH CAPACITIES, SIZES, DIMENSIONS, CATALOG NUMBERS AND MANUFACTURER'S BROCHURES.
- AFTER ALL REQUIREMENTS OF THE SPECIFICATIONS AND/OR THE DRAWINGS HAVE BEEN FULLY COMPLIED, REPRESENTATIVES OF THE OWNER SHALL INSPECT THE WORK. THE CONTRACTOR SHALL PROVIDE COMPETENT PERSONNEL TO DEMONSTRATE THE OPERATION OF ANY ITEM OR SYSTEM TO THE FULL SATISFACTION. FINAL ACCEPTANCE OF THE WORK WILL BE MADE BY THE OWNER AFTER RECEIPT OF APPROVAL AND RECOMMENDATION OF ACCEPTANCE FROM EACH REPRESENTATIVE.
- THE CONTRACTOR SHALL FURNISH A ONE YEAR WRITTEN GUARANTEE OF MATERIALS AND WORKMANSHIP FROM THE DATE OF SUBSTANTIAL COMPLETION.
- ALL EQUIPMENT MOUNTED ON ROOF FOR CONNECTION TO PCS EQUIPMENT SHALL BE MOUNTED ON UNSTRUCTURED STANDS UTILIZING APPROVED PITCH POCKETS, FLASHING, ETC.
- ALL FINAL CONNECTIONS TO OWNER FURNISHED EQUIPMENT SHALL BE MADE BY THE CONTRACTOR.
- COORDINATE WITH OTHER TRADES AS TO THE EXACT LOCATION OF THEIR RESPECTIVE EQUIPMENT. SUPPLY POWER AND MAKE CONNECTION TO EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS. REVIEW THE DRAWINGS OF OTHER TRADES AND LOCATION OF EQUIPMENT.
- EXACT METHOD AND LOCATION OF CONDUIT PENETRATION AND OPENINGS IN CONCRETE WALLS OR FLOORS OR STRUCTURAL STEEL MEMBERS SHALL BE AS DIRECTED BY THE STRUCTURAL ENGINEER. PERFORM CORING, SAWCUTTING, PATCHING, AND FINISHING OF EXISTING WALLS AND SURFACES WHEREVER IT IS NECESSARY TO PENETRATE. OPENINGS SHALL BE SEALED IN AN APPROVED METHOD TO MEET THE FIRE RATING OF THE PARTICULAR FLOOR, FLOOR OR CEILING. EXACT METHOD AND LOCATIONS OF CONDUIT PENETRATIONS AND OPENINGS IN CONCRETE WALLS OR FLOORS SHALL BE U.L. APPROVED. DO NOT CUT OR BREAK ANY EXISTING REINFORCING BARS IN EXISTING CONCRETE OR MASONRY. IF IN DOUBT REGARDING LOCATION OF REINFORCING, THEN CONTRACTOR, AT CONTRACTOR'S EXPENSE, SHALL UTILIZE X-RAY, ULTRA-SOUND, OR OTHER AVAILABLE TECHNOLOGY TO LOCATE EXISTING REINFORCEMENTS PRIOR TO DRILLING OR CORING OPERATIONS.
- CONNECTIONS TO VIBRATING EQUIPMENT AND SEISMIC SEPARATIONS: LIQUID-TIGHT FLEXIBLE STEEL CONDUIT IN DRY INTERIOR LOCATIONS. LIQUID-TIGHT FLEXIBLE STEEL CONDUIT IN AREAS EXPOSED TO WEATHER, DAMP LOCATIONS, CONNECTIONS TO TRANSFORMER ENCLOSURES, AND FINAL CONNECTIONS TO MOTORS. PROVIDE A SEPARATE INSULATED EQUIPMENT GROUNDING CONDUCTOR IN FLEXIBLE CONDUIT RUNS. MAXIMUM LENGTH SHALL BE SIX FEET UNLESS OTHERWISE NOTED.
- ROUTE EXPOSED CONDUIT AND CONDUIT ABOVE ACCESSIBLE CEILING SPACES PARALLEL AND PERPENDICULAR TO WALLS AND ADJACENT PIPING. ARRANGE CONDUIT TO MAINTAIN HEADROOM AND TO PRESENT A NEAT APPEARANCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAWCUTTING, TRENCING, BACKFILLING, CONCRETE PATCHING OF CONCRETE AND ASPHALT AS REQUIRED TO PERFORM HIS WORK. ATTENTION IS CALLED TO THE FACT THAT THERE ARE EXISTING UNDERGROUND UTILITY LINES. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN TRENCING FOR HIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER AND APPROVED REPAIR OF ANY AND ALL DAMAGES CAUSED BY HIM OR HIS WORK.
- WHENEVER A DISCREPANCY IN QUANTITY OR SIZE OF CONDUIT, WIRE, EQUIPMENT DEVICES, CIRCUIT BREAKERS, GROUND FAULT PROTECTION SYSTEMS, ETC. (ALL MATERIALS), ARISES ON THE DRAWINGS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIAL AND SERVICES REQUIRED BY THE STRICTEST CONDITIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS TO ENSURE COMPLETE AND OPERABLE SYSTEMS AS REQUIRED BY THE OWNER AND ARCHITECT/ENGINEER.
- UTILITY PENETRATIONS, OF ANY KIND, IN FIRE AND SMOKE PARTITIONS, NON-RATED CEILINGS, AND/OR NON-RATED WALLS, SHALL BE PRESTRESSED AND SEALED WITH AN APPROVED MATERIAL, SECURELY INSTALLED.
- STRAIGHT FEEDER, BRANCH CIRCUIT, AND CONDUIT RUNS SHALL BE PROVIDED WITH SUFFICIENT PULL BOXES OR JUNCTION BOXES TO LIMIT THE MAXIMUM LENGTH OF ANY SINGLE CABLE PULL TO 100 FEET. PULL BOXES SHALL BE SIZED PER CODE OR AS INDICATED ON DRAWINGS. LOCATIONS SHALL BE DETERMINED IN THE FIELD OR AS INDICATED ON THE DRAWINGS.
- MAXIMUM NUMBER OF CONDUCTORS IN OUTLET OR JUNCTION BOXES SHALL CONFORM TO THE CALIFORNIA ELECTRICAL CODE, ARTICLE 370-6.
- IDENTIFICATION NAMEPLATES SHALL BE MINIMUM 1/8" INCH THICK AND OF APPROVED SIZE WITH BEVELED EDGES AND ENGRAVED WHITE LETTERS A MINIMUM OF 1/4" INCH HIGH ON BLACK BACKGROUND. NAMEPLATES SHALL BE PROVIDED FOR ALL CIRCUITS IN THE SERVICE DISTRIBUTION AND POWER DISTRIBUTION SWITCHBOARDS OR PANELBOARDS, DISCONNECTING SWITCHES, TRANSFORMERS, TERMINAL CABINETS, TELEPHONE CABINETS, ETC. ALL NAMEPLATES SHALL BE ATTACHED WITH SCREWS. PULL BOXES, JUNCTION BOXES, AND DEVICE BOXES SHALL BE MARKED WITH A PERMANENT MARKER.
- THE EXACT LOCATION OF ALL ELECTRICAL DEVICES AND EQUIPMENT SHALL BE COORDINATED WITH THE DETAILS, OR SECTIONS PRIOR TO INSTALLATION.
- DRAWINGS ARE DIAGRAMMATIC ONLY. ROUTING OF CONDUITS, RACEWAYS, CABLE TRAYS, AND/OR LADDER RACKS SHALL BE AT THE DISCRETION OF THE CONTRACTOR UNLESS OTHERWISE NOTED AND SHALL BE COORDINATED WITH OTHER SECTIONS. DO NOT SCALE THE ELECTRICAL DRAWINGS FOR LOCATIONS OF ANY ELECTRICAL ARCHITECTURAL, STRUCTURAL, CIVIL, OR MECHANICAL ITEMS OR FEATURES.
- SPECIAL RECEIPTABLE FOR CONNECTION TO PORTABLE EMERGENCY GENERATOR WHEN SPECIFIED SHALL BE 200 AMPERE, THREE-WIRE, THREE-POLE, REVERSE SERVICE, PIN AND SLEEVE TYPE WITH MOUNTING BOX. VERIFY TYPE OF EMERGENCY GENERATOR CONNECTION WITH CONSTRUCTION MANAGER.

- RIGID GALVANIZED STEEL CONDUIT SHALL BE FULL WEIGHT THREADED TYPE. ELECTRICAL METALLIC TUBING (EMT) MAY BE USED IN WALLS OR CEILING SPACES WHERE NOT SUBJECT TO MECHANICAL DAMAGE. PVC SCHEDULE 40 MAY BE INSTALLED BENEATH SLAB OR BELOW GRADE. FLEXIBLE STEEL CONDUIT MAY BE USED AT OUTLET CONNECTIONS WITH NO RUNS LONGER THAN SIX FEET. AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE PROVIDED IN ALL CONDUITS.
- RIGID GALVANIZED STEEL CONDUIT FITTINGS SHALL BE THREADED AND THOROUGHLY GALVANIZED. ELECTRICAL METALLIC TUBING (EMT) CONDUIT FITTINGS SHALL BE STEEL, RANTIGHT THREADLESS COMPRESSION TYPE, DIE CAST, SET SCREW, OR INDETERMINATE TYPES ARE NOT ACCEPTABLE. FLEXIBLE STEEL CONDUIT FITTINGS SHALL BE WALLEABLE IRON CLAMP, SOCKET, TYPE OR STEEL TWIST-IN TYPE WITH INSULATED THROAT. SET SCREW TYPE IS NOT ACCEPTABLE.
- ALL CONDUCTORS SHALL BE COPPER #10 AWG MINIMUM SIZE, TYPE THIN/THIN THERMOPLASTIC, 600 VOLT, 75 DEGREES CELSIUS WET AND 90 DEGREES CELSIUS DRY AND U.L. LISTED UNLESS NOTED OTHERWISE. CONDUCTORS #10 AWG AND SMALLER SHALL BE SOLID. CONDUCTORS #8 AWG AND LARGER SHALL BE STRANDED.
- JUNCTION AND PULL BOXES: FOR INTERIOR DRY LOCATIONS, BOXES SHALL BE GALVANIZED ONE-PIECE, DRAWN STEEL, KNOCKOUT TYPE WITH REMOVABLE MACHINE SCREW SECURED COVERS. FOR OUTSIDE, DAMP, OR SURFACE LOCATIONS, BOXES SHALL BE HEAVY CAST ALUMINUM OR CAST IRON WITH REMOVABLE, GASKETED, NON-FERROUS MACHINE SCREW SECURED COVERS. BOXES SHALL BE SIZED FOR THE NUMBER AND SIZE OF CONDUCTORS AND CONDUIT ENTERING THE BOX AND EQUIPPED WITH PLASTER EXTENSION RINGS WHERE REQUIRED. BOXES SHALL BE LABELED TO INDICATE PANEL AND CIRCUIT NUMBER, OR TYPE OF SIGNAL OR COMMUNICATIONS SYSTEM.
- ALL OUTDOOR ELECTRICAL DEVICES OR EQUIPMENT SHALL BE OF WEATHERPROOF TYPE.
- ALL CONNECTIONS TO GROUND BUSES SHALL BE MADE W/CRIMP TYPE COMPRESSION CONNECTORS (2 HOLE LUGS). BUSS SHALL BE DRILLED TO ACCOMMODATE ALL CONNECTORS.

GROUNDING NOTES

- ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION SHALL BE PERFORMED ACCORDING TO SITE CONDITIONS.
- ALL GROUNDING CONDUCTORS: #2 AWG, SOLID, BARE, TINNED, COPPER WIRE UNLESS OTHERWISE NOTED.
- GROUND BAR LOCATED ON EXTERIOR AND INTERIOR OF SHELTER SHALL BE PROVIDED, FURNISHED, AND INSTALLED BY THE SHELTER MANUFACTURER.
- ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC/CAWELDED TYPE; ABOVE GRADE CONNECTIONS SHALL BE EXOTHERMIC/CAWELDED, OR MECHANICAL (USE PROPER/BEST TYPE FOR EACH CONDITION).
- GROUND RING (WHERE OCCURS) SHALL BE LOCATED A MINIMUM OF 24" BELOW GRADE, OR 6" (MINIMUM) BELOW THE FROST LINE.
- INSTALL GROUND CONDUCTORS, AND GROUND RODS, MINIMUM OF 2'-0" FROM SHELTER CONCRETE SLAB, SPREAD FOOTING, OR FENCE.
- ALL EXTERIOR AND/OR BELOW GRADE EXOTHERMIC/CAWELDED GROUND CONNECTION SHALL BE TREATED WITH GALVANIZING COLD SPRAY.
- ALL GROUNDING CONNECTIONS REQUIRED TO COMPLETE THIS PROJECT, WHETHER SHOWN HEREON OR NOT, SHALL BE MADE BY ELECTRICAL CONTRACTOR ACCORDING TO BEST FIELD PRACTICE AND COMPLY WITH ALL NEC REQUIREMENTS AND RECOMMENDATIONS FOR LIFE SAFETY.
- OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
- GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS, OR AT GROUNDING POINTS PROVIDED (2 MINIMUM).



7237 TRADE STREET, 3 EAST, ROOM 388A
SAN DIEGO, CA 92131-4202



PARADISE MESA STANDPIPE
SD0371

1521 STATION COURT
SAN DIEGO, CA 92114

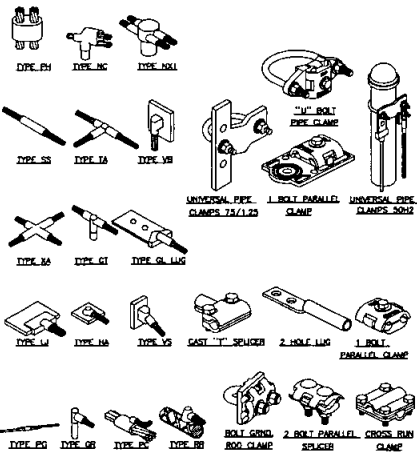
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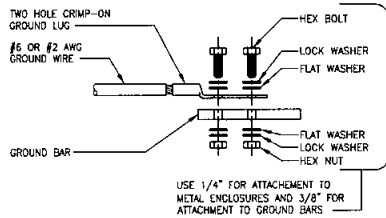
NO.	DATE	REVISIONS	BY	CHK	APP'D
1	06/21/17	DRW RESUMES	HH	BOH	DND
2	09/25/17	ISSUED PER SOM FOR 4C SC	HH	BOH	DND
3	12/22/18	CYCLE ISSUES COMMENTS 12-12-18	HH	BOH	DND
4	11/26/19	ADDED 12 SHEET FOR PHOTO-SHOTS	HH	BOH	DND
5	02/26/19	ISSUED FOR CONSTRUCTION PERMIT	HH	BOH	DND
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SHEET TITLE	SHEET NUMBER
ELECTRICAL NOTES, ABBREVIATIONS AND SYMBOLS	E01



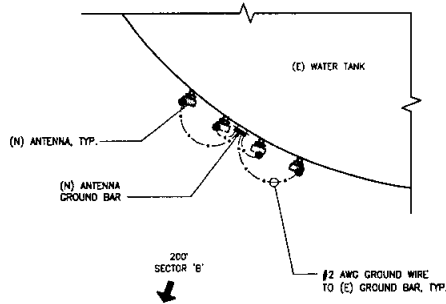
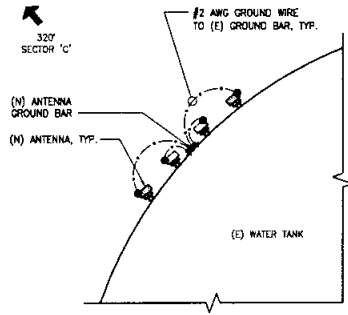
CALDWELD & MECHANICAL CONNECTIONS

SCALE:
N.T.S.



INSTALLATION NOTES:

- BOLTS, WASHERS, AND NUTS SHALL BE STAINLESS STEEL.
- SELECT BOLT LENGTH TO PROVIDE A MINIMUM OF TWO EXPOSED THREADS.
- BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF LUG CONTACT.
- APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF LUG AND WIPE CLEAN EXCESS COMPOUND.



GROUNDING SYMBOLS

- ⊗ GROUND TEST WELL
- ⊗ CHEMICAL GROUND ROD
- ⊗ GROUND ROD
- COMPRESSION TYPE CONNECTION
- CADCWELD TYPE CONNECTION
- G GROUND WIRE
- GROUND BAR

GROUNDING NOTES

NOTES:

- THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AIA), THE SITE-SPECIFIC (UL, LPI, OR NFPA) LIGHTNING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
- ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GROUNDING) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. TESTS SHALL BE PERFORMED IN ACCORDANCE WITH 25471-000-3PS-EG000-0001, DESIGN & TESTING OF FACILITY GROUNDING FOR CELL SITES.
- METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO ITS EQUIPMENT.
- EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS; 2 AWG STRANDED COPPER FOR OUTDOOR BTS.
- EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
- APPROVED ANTI-OXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED CONNECTIONS.
- NOT BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED WITH STAINLESS STEEL HARDWARE TO THE BRIDGE AND THE TOWER GROUND BAR.
- ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
- MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE W/ THE NEC.
- METAL CONDUIT AND TRAY SHALL BE GROUNDING AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE OR APPROVED GROUNDING TYPE CONDUIT CLAMPS.
- GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL, SUCH AS PVC PLASTIC CONDUIT SHALL BE USED WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
- ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222. FOR TOWERS BEING BUILT TO REV 6 OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE CHANGED FROM 2 AWG TO 2/0 AWG. IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FROM 6 FEET TO 10 FEET.

GROUNDING TO GROUND BAR

SCALE:
N.T.S.

ANTENNA, RRU & DC SURGE SUPPRESSOR GROUNDING PLANS AND GROUNDING NOTES

SCALE:
N.T.S.



7337 TRADE STREET, 3 EAST, ROOM 3684
SAN DIEGO, CA 92121-4202



PARADISE MESA STANDPIPE
SD0371

1521 STATTON COURT
SAN DIEGO, CA 92114

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NO.	DATE	REVISIONS	BY	CHK	APP'D
1	06/27/17	DRW REVISIONS			
2	05/25/17	ISSUED PER SDW FOR AC SC			
3	12/22/16	CYCLE ISSUES COMMENTS 12-12-16			
4	11/08/16	ADDED TO SHEET FOR PHOTO-SIMS			
5	10/28/16	ISSUED FOR CONSTRUCTION PERMIT			
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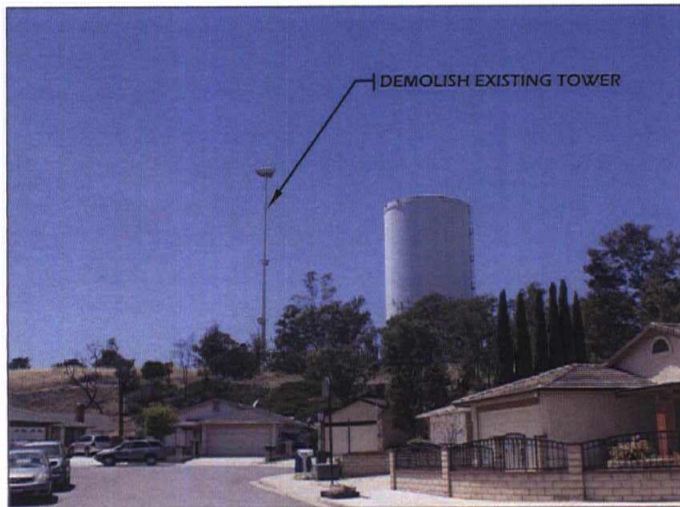
SHEET TITLE	SHEET NUMBER
GROUNDING PLAN, GROUNDING NOTES AND DETAILS	E02

AERIAL MAP



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EXISTING



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VIEW

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AERIAL MAP



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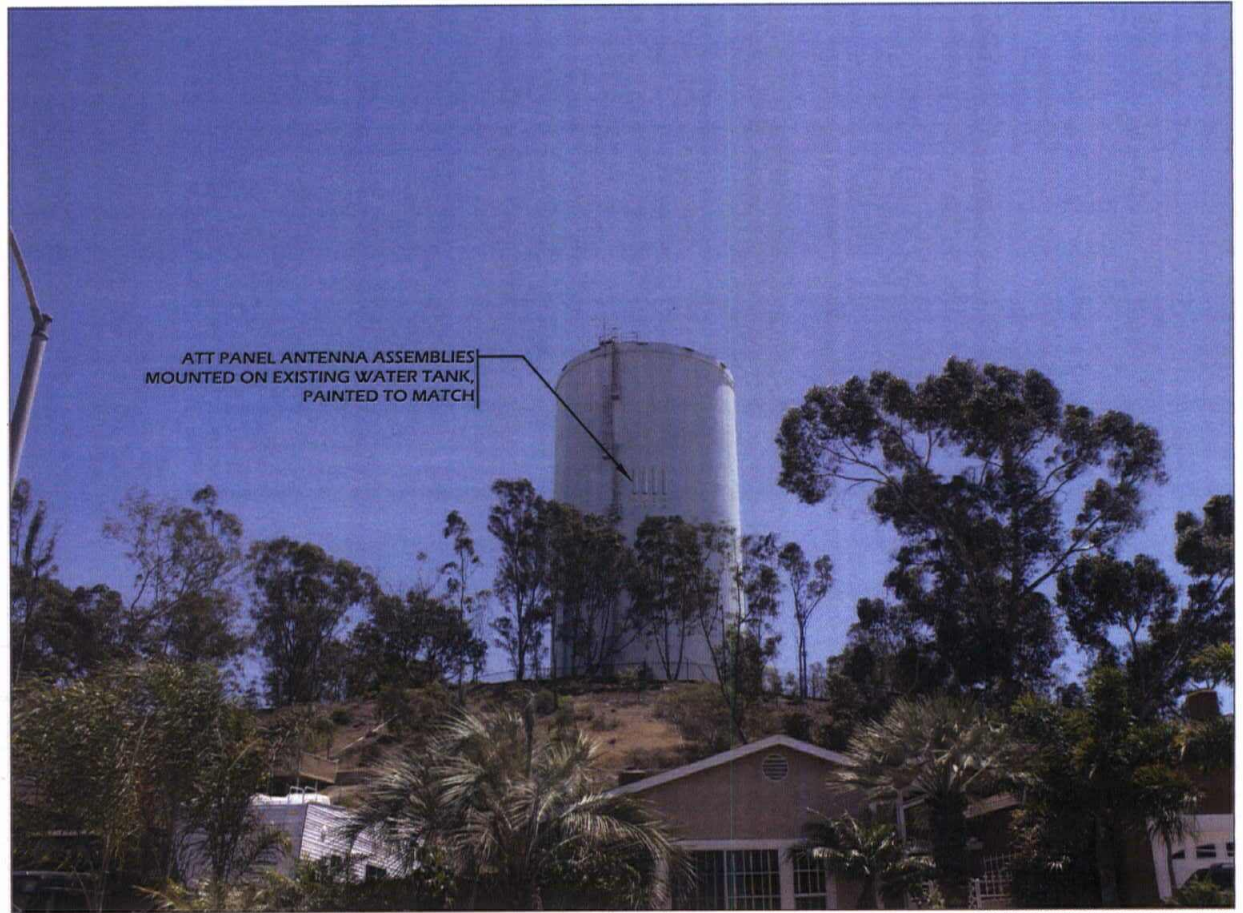


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32 EXECUTIVE PARK | SUITE 110 | IRVINE | CA 92614
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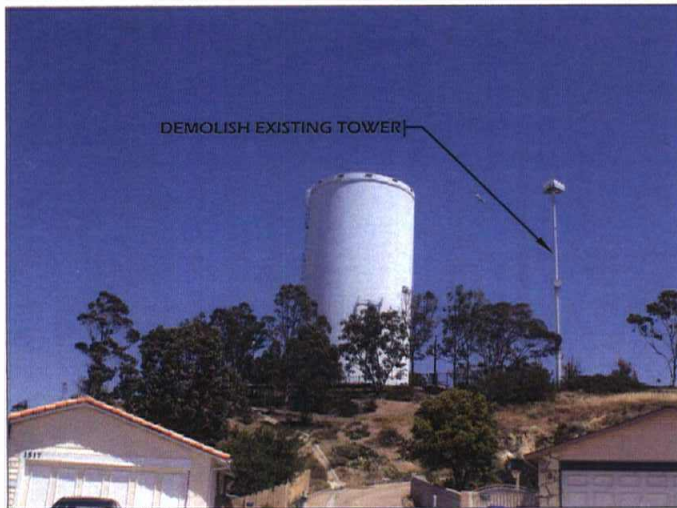
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AERIAL MAP



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EXISTING



PROPOSED

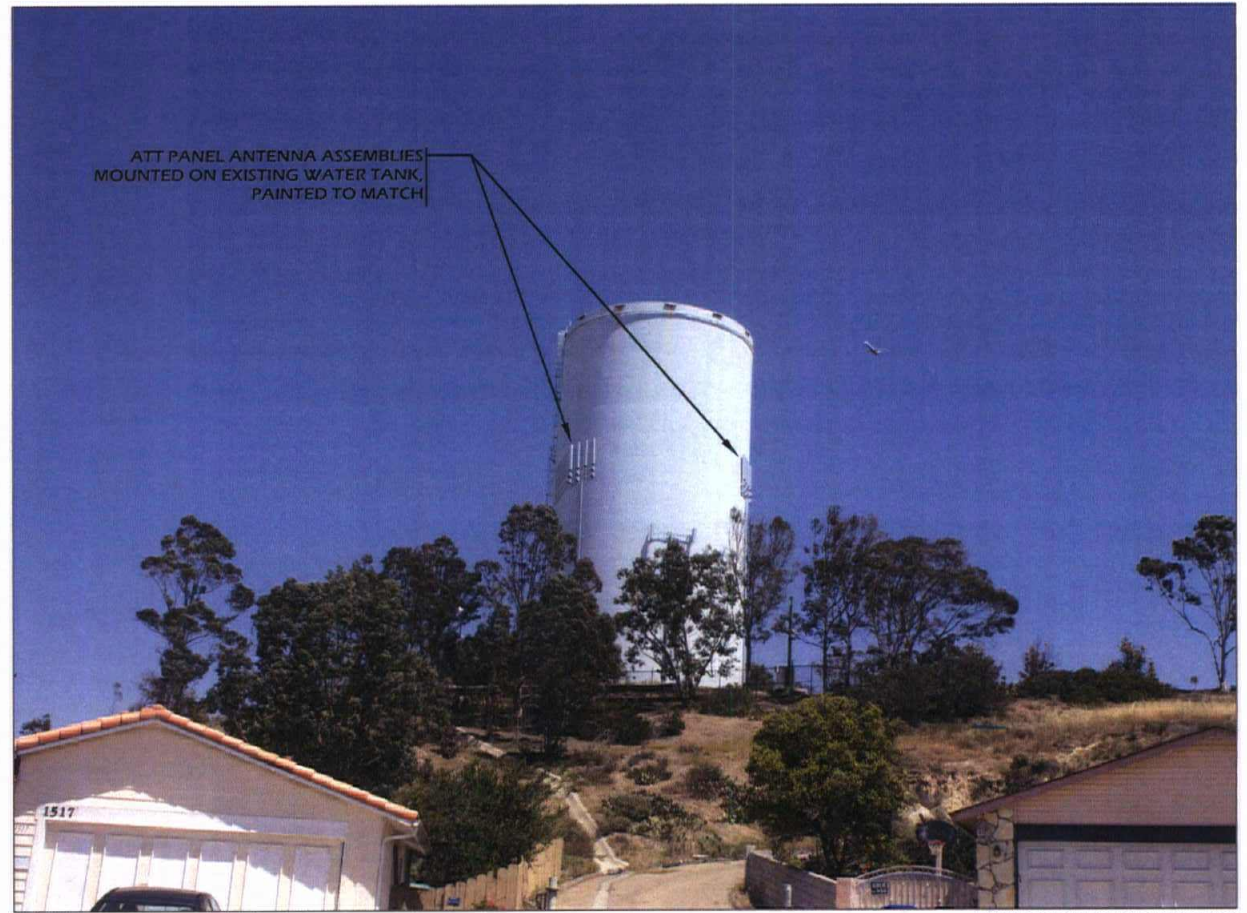


PHOTO PROVIDED BY: DEPRATTI, INC

DCI PACIFIC
A|E|C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING
32 EXECUTIVE PARK | SUITE 110 | IRVINE | CA 92614
T: 949.475.1000 | 949.475.1001 F



NATIONAL CITY
SD0371
1521 STATTON COURT
SAN DIEGO, CA 92114

VIEW

C

SHEET

3 / 3



Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:

APN#
Site #

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of _____, 20____ (the Effective Date”).

1. THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“LESSEE”), with an office at 575 Morosgo Drive NE, Atlanta, GA 30324, entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 2017, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease.
2. The term of the Lease is Ten (10) years and commenced on _____, 2017.
3. The land which is the subject of the Lease is described in attached Exhibit “A.” The portion of the land being leased to LESSEE is set forth in the Lease.

IN WITNESS WHEREOF, this Memorandum of Lease is executed to be effective as of the Effective Date:

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

New Cingular Wireless PCS, LLC, a Delaware
limited liability company

By: AT&T Mobility corporation
Its: Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:
MARA W. ELLIOTT, CITY ATTORNEY

By: _____

Name: _____

Title: _____

Exhibit D

Interference Protection Requirements

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

Pre-installation or pre-use Testing

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

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

c. On-The-Air Tests - Technical Details

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

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

d. Radio Frequency Interference to City Radio Equipment

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

- (1) Detectable or measurable received intermodulation;
- (2) Audio distortion or noise; and

(3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

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

f. Resulting Interference

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

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

- a. All waveguide and coaxial cable runs shall be installed and supported on the tower, cable ladder, and ice bridges using equivalent hardware and methods to those currently used on site.
- b. All waveguide and coaxial cable shall be installed in a neat manner with sweeping bends and straight runs on the tower cable ladder and ice bridges.
- c. Three (3) ground kits shall be installed as follows: Near the antenna, where the coax transitions to horizontal at the junction between the cable ladder and ice bridge, and where the cable enters the building. Grounds shall be installed to shunt any lightning directly to earth ground.
- d. All antenna mounts and hardware utilized on towers and structures shall be hot-dip galvanized or stainless steel and of standard manufacture.
- e. All drawings submitted for installation approval shall clearly show the following items:
 - (1) A plot plan of the site to include the building and tower location with the proposed equipment shown in its proposed location.
 - (2) A tower drawing clearly showing the location of the proposed antenna and the routing of the waveguide or coax cable specifying grounding locations.
 - (3) If equipment is to be located inside the building, a drawing shall be provided showing the rack location of the equipment, an elevation drawing of the rack, and a plot plan of the equipment installed in the rack.
 - (4) A list of all equipment to be installed shall be provided. This list shall include the type and manufacturer of equipment, RF frequency, RF power, modulation type, RF filtering, antenna type, antenna model, antenna gain and azimuth, waveguide and/or coax cable length and AC power requirement including any HVAC.
- f. All transmitters shall have necessary protection to eliminate any RF degradation of the receive signal to any other user on the site, such as filtering and isolators.
- g. To minimize the number of antennas and waveguide or coax cables to be mounted on the tower, transmitter combining will be required whenever possible.
- h. All cabinets and racks shall be grounded to the site grounding system.
- i. Should CITY determine that a tower loading analysis is required, the requesting user shall have the tower analysis done at its expense and provide CITY with information on how the additional load to the tower will affect tower structural integrity.

- j. Tower Climbing: All tower climbing shall be done in compliance with all CAL-OSHA requirements.
- k. RF Radiation: Hazardous RF radiation levels may be encountered when climbing on existing antenna structures. Refer to FCC OET Bulletin 65. When it is necessary to climb on the antenna structure for installation or maintenance, contact the CITY'S General Services Department, Communications Division ("GSDCD") Fixed Maintenance Supervisor at (619) 525-8650 for shutdown scheduling and procedures. Any equipment installed on the Site may at times require shutdown to allow maintenance personnel to access the antenna structure.
- l. Lessees shall provide CITY with shutdown procedures and 24-hour contact names and telephone numbers. In addition, should changes be made to the contact names and telephone numbers, the CITY shall be notified at least ten (10) calendar days before the change.
- m. Access: For access to the site, contact the GSDCD Fixed Maintenance Supervisor at (619) 525-8650. Keys will be issued as required. **DO NOT DUPLICATE KEYS.**
- n. Security: All sites are alarmed with silent alarms and monitored twenty-four (24) hours per day by the Public Service Dispatch Center. When entering or leaving a building, call (619) 527-7660 or use the order wire dial #13 and identify yourself. Police respond to all unanswered alarms.
- o. Cleanup: All trash and debris shall be removed from the site at the end of each work day and upon completion of the project.
- p. A detailed construction schedule shall be provided to GSDCD prior to any installation work.

Exhibit F

Emergency Maintenance Procedures

If LESSEE discovers that any of the Communications Equipment is damaged, LESSEE 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 **LESSEE'S Network Operation Call Center at (800) 832-6662**.

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

If LESSEE'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 Lease.

LESSEE 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 Lease.

Exhibit G

Water Department Site Security Procedures

A. PURPOSE

To establish procedures that will be used to provide access to Water Department facilities for all telecommunication service providers.

B. AUTHORITY

2.1 Deputy Director, Water Operations Division

2.2 Real Estate Asset Department Lease Agreement for each specific property

C. DEFINITIONS

Access: the right, possibility, or means to entering or approach a place.

SCADA: Supervisory Control and Data Acquisition of the water distribution system through the use of sensors, telemetry, a staffed command center, and records storage.

SWIM: Sewer-Water-Infrastructure-Management; a computerized maintenance management system.

D. POLICY

Procedures listed below will be used to provide access to Water Department facilities for all telecommunication service providers.

Specific contract lease agreements with the telecommunication service providers may contain different requirements and restrictions regarding access to Water Department facilities. If the requirements within an existing agreement conflicts with the requirements herein, then the requirements within the lease agreement shall take precedence.

Non-emergency and emergency procedures are listed below and will be used.

E. RESPONSIBILITIES

5.1 System Operations, Water Operations Division

- a. The Operations District Manager is responsible to provide direction and instruction to SCADA operators in order to ensure performance of the access procedure written below.
- b. The Reservoir/Plant/Pump Maintenance District Manager is responsible to provide direction and instruction to the Planner/Scheduler, and to field crews, in order to ensure performance of the access procedure written below.

5.2 Water Operations Division Employees

- a. Employees of the water operations division shall forward requests for access to SCADA, according to the procedure below.

5.3 Real Estate Asset Department

- a. Employees of the Real Estate Asset Department shall forward requests for access to SCADA, according to the procedure below.

F. ACCESS PROCEDURE

6.1 Non-Emergency Access Procedure

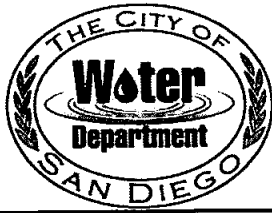
- a. Telecommunication service providers will be required to call the SCADA Operator at (619) 527-7604 or (619) 527-7630 at least two (2) days in advance to schedule their required access. At the time of the request, the provider will give the SCADA Operator the following: 1) Location for access; 2) Date and start time; 3) Expected duration of access; 4) List of names of those employees who will be working at the site; and 5) Contact name and phone number to confirm information or reschedule access. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached).
- b. The SCADA Operator will route the Telecom Service Provider Access Form via e-mail or fax, to the System Operations Planner/Scheduler. For after hours access the SCADA Operator will schedule the stand-by crew using the procedures 6.2a and 6.2b below.
- c. The Planner/Scheduler will issue a SWIM service request (SR) to assign a crew to escort and supervise the access. The Planner/Scheduler will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility. The Planner/Scheduler has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).
- d. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.
- e. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.

6.2 Emergency Access Procedure:

- a. Telecommunication service providers will be required to call the SCADA Operator, at (619) 527-7604 or (619) 527-7630, to request emergency access. At the time of the request, the provider will give the SCADA Operator the

information as required in 6.1a above. The information given by the provider should be logged onto the Telecom Service Provider Access Form (see attached). The SCADA Operator has the discretion to verify the access request and refuse entry (Please note that access should only be denied if access request is not verified by contact).

- b. The SCADA Operator will contact the Planner/Scheduler during normal working hours or dispatch a stand-by crew during non-normal working hours. During non-normal hours, the SCADA Operator will issue a SWIM service request (SR) to assign the stand-by crew to allow entry and to supervise the visitors. The SCADA Operator will provide the crew with the Telecom Service Provider Access Form authorizing visitor entry into the facility.
- c. The dispatched crew shall verify all visitors against the Telecom Service Provider Access Form by checking for valid ID and company issued ID card. Only those employees listed on the Form should be allowed to access the facility.
- d. The dispatched crew shall complete the Telecom Service Provider Access Form and return it to the Planner/Scheduler following the completion of the access.



Telecom Service Provider Access Form

Telecom Service Provider:		Date:	
Access Location:	Access Date:	Access Time:	
Contact Name:		Expected Duration:	
Contact Phone Number:	Was Contact Verified: yes / no	Initials:	

Employee Name:	Company:	ID Verified:

.....
To Be Completed By Attending Crew

Access Date:	Start Time:	End Time:
Comments:		

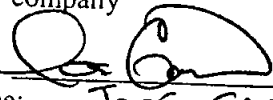
Pledge of Compliance with Equal Pay Ordinance

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

This pledge applies to property address: Paradise Mesa Standpipe - 1521 Stratton Ct.

Date: 2/26/2018

LESSEE: NEW CINGULAR WIRELESS PCS,
LLC, a Delaware limited liability
company

By: 
Name: JOSE GARCIA
Title: IMPLEMENTATION MANAGER

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

 Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: AT&T Paradise Mesa Standpipe

Project No.: 498903

Project Location-Specific: 1521 Statton Court, San Diego, CA 92114

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: The proposed project includes a Conditional Use Permit (CUP) and a Neighborhood Development Permit (NDP) for a Wireless Communications Facility (WCF) consisting of the demolition of an existing monopole and the relocation of 12 antennas from the monopole on to the water tank located at 1521 Statton Court. The associated equipment is located south of the tank in a 319 square-foot enclosure. The site is designated for residential use and zoned RS-1-7.

FILED

Ernest J. Dronenburg, Jr., Recorder County Clerk

Name of Public Agency Approving Project: City of San Diego

DEC 30 2016

Name of Person or Agency Carrying Out Project: Caitlyn Kes
DePratti Inc.
1171 Veranca Avenue
El Cajon, CA 92021
(858) 527- 9938

BY
DEPUTY

Exempt Status: (CHECK ONE)

- () Ministerial (Sec. 21080(b)(1); 15268);
() Declared Emergency (Sec. 21080(b)(3); 15269(a));
() Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
(X) Categorical Exemption: CEQA Section 15301 (Existing Facilities)

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on DEC 31 2016
Filed DEC 31 2016 Removed JAN 31 2017
Returned to agency on JAN 31 2017
Deputy

Reasons why project is exempt: The City conducted an environmental review which determined that the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15301, which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. The proposed project, a CUP and an NDP for an existing WCF, is not an expansion of use. No environmental impacts were identified for the proposed project. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Lead Agency Contact Person: Anna L. McPherson, AICP

Telephone: (619) 446-5276

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Amal. MGH

Signature/Title

/Senior Planner

October 21, 2016

Date

Check One:

(X) Signed By Lead Agency

() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on
Filed
Returned to agency on
County



Ernest J. Dronenburg, Jr.
COUNTY OF SAN DIEGO
ASSESSOR/RECORDER/COUNTY CLERK



ASSESSOR'S OFFICE

1600 Pacific Highway, Suite 103

San Diego, CA 92101-2480

Tel. (619) 236-3771 * Fax (619) 557-4056

www.sdarcc.com

RECORDER/COUNTY CLERK'S OFFICE

1600 Pacific Highway, Suite 260

P.O. Box 121750 * San Diego, CA 92112-1750

Tel. (619) 237-0502 * Fax (619) 557-4155

Transaction #: 376332420161230

Deputy: CARGANDO

Location: COUNTY ADMINISTRATION BUILDING

30-Dec-2016 11:47

FEES:

50.00 Qty of 1 Fee Notice of Exemption for Ref# SD2016 1289

50.00 TOTAL DUE

PAYMENTS:

50.00 Check

50.00 TENDERED

**SERVICES AVAILABLE AT
OFFICE LOCATIONS**

- * Tax Bill Address Changes
- * Records and Certified Copies:
 - Birth/ Marriage/ Death/ Real Estate
- * Fictitious Business Names (DBAs)
- * Marriage Licenses and Ceremonies
- * Assessor Parcel Maps
- * Property Ownership
- * Property Records
- * Property Values
- * Document Recordings

**SERVICES AVAILABLE ON-LINE AT
www.sdarcc.com**

- * Forms and Applications
- * Frequently Asked Questions (FAQs)
- * Grantor/ Grantee Index
- * Fictitious Business Names Index (DBAs)
- * Property Sales
- * On-Line Purchases
 - Assessor Parcel Maps
 - Property Characteristics
 - Recorded Documents



State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT#
SD2016 1289
STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY CITY OF SAN DIEGO			DATE 12/30/2016
COUNTY/STATE AGENCY OF FILING San Diego			DOCUMENT NUMBER *20161289*
PROJECT TITLE AT&T PARADISE MESA STANDPIPE			
PROJECT APPLICANT NAME CAITLYN KES, DEPRATTI INC			PHONE NUMBER 858-527-9938
PROJECT APPLICANT ADDRESS 1171 VERANCA AVE	CITY EL CAJON	STATE CA	ZIP CODE 92021
PROJECT APPLICANT (Check appropriate box): ☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☒ Private Entity			

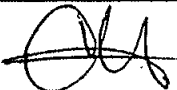
CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,070.00	\$	_____
☐ Mitigated/Negative Declaration (MND)(ND)	\$2,210.25	\$	_____
☐ Application Fee Water Diversion (State Water Resources Control Board only)	\$850.00	\$	_____
☐ Projects Subject to Certified Regulatory Programs (CRP)	\$1,043.75	\$	_____
☒ County Administrative Fee	\$50.00	\$	\$50.00
☐ Project that is exempt from fees			
☒ Notice of Exemption (attach)			
☐ CDFW No Effect Determination (attach)			
☐ Other _____		\$	_____

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other 5222

TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE X 	PRINTED NAME AND TITLE CARLOS B ARGANDONA Deputy
---	--

