RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 501

WHEN RECORDED MAIL TO
CITY CLERK

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 24001963

CONDITIONAL USE PERMIT NO. 950891
SPRINT – FIRE STATION NO. 26 PROJECT NO. 244215
HEARING OFFICER

This Conditional Use Permit is granted by the Hearing Officer of the City of San Diego to **CITY OF SAN DIEGO**, Owner, and **SPRINT NEXTEL**, Permittee, pursuant to San Diego Municipal Code [SDMC] section Chapter 12 Article 6 Division 3 and the Wireless Communication Facility Regulation Section 141.0420. The site is located at 2850 54th Street, San Diego, CA 92105 in the RS-1-7 zone of the Eastern Area Community Plan. The project site is legally described as that portion of the Southerly 200 feet of the Northwest Quarter of Section 34, Township 16 South, Range 2 West, San Bernardino Meridian, Rancho Mission of San Diego, said to the City of San Diego, recorded May 11, 1927 in Book 1309 Page 460 of Deeds and lying Easterly of Southerly prolongation of the Westerly line of 53rd Street, Map of Furlow Heights Unit No. 1, according to the Map 2504, filed in the Office of the Recorder of San Diego County August 31, 1948, said Southerly 200 feet being measured normal to the Southerly line of said Northerly Quarter.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee for an existing Wireless Communication Facility described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated March 28, 2012, on file in the Development Services Department.

The project shall include:

a. A modification to an existing Wireless Communication Facility (WCF) consisting of nine antennas concealed inside the existing 30-foot tall tower behind Fiberglass Reinforced Panel (FRP) screening, painted and textured to match the existing building.

b. An additional 2-feet of redwood lattice shall be installed above the existing CMU equipment enclosure.

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c. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by April 12, 2015.

2. This Conditional Use Permit [CUP] and corresponding use of this site shall expire on **March 28, 2022**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit.

3. Under no circumstances, does approval of this permit authorize Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Implicit use of this permit beyond the effective date of this permit is prohibited.

4. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:

a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and

b. The Permit is recorded in the Office of the San Diego County Recorder.

5. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.

6. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.

7. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

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8. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

9. The Permittee shall secure all necessary building permits. The Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

10. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

11. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" conditions(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

12. The Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Permittee.

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ENGINEERING REQUIREMENTS:

13. Prior to the issuance of any construction permit, the Permittee shall enter into a Maintenance Agreement for the ongoing permanent BMP maintenance, satisfactory to the City Engineer.

14. Prior to the issuance of any construction permit, the Permittee shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the San Diego Municipal Code, into the construction plans or specifications.

15. Prior to the issuance of any construction permit the Permittee shall submit a Water Pollution Control Plan (WPCP). The WPCP shall be prepared in accordance with the guidelines in Appendix E of the City's Storm Water Standards.

PLANNING/DESIGN REQUIREMENTS:

16. A topographical survey conforming to the provisions of the SDMC may be required if it is determined, during construction, that there may be a conflict between the building(s) under construction and a condition of this Permit or a regulation of the underlying zone. The cost of any such survey shall be borne by the Permittee.

17. The existing antennas shall be removed from the exterior of the tower and relocated inside behind FRP materials. The exterior portions of the tower impacted by the antennas must be repaired and restored to the satisfaction of the Development Services Department.

18. Permittee shall not cause or allow the antennas located on the WCF to be different sizes (length, width, or height) than as shown on the stamped approved plans and as listed here.

19. No overhead cabling is permitted.

20. The WCF shall conform to the stamped approved plans and approved photosimulations prior to final Telecom Planning Inspection approval.

21. Photosimulations for the WCF shall be printed (not stapled) on the construction plans. This helps ensure that the construction team building the project constructs the project in compliance with approved the Exhibit "A."

22. The Permittee shall place appropriate signage on the WCF as required by CAL-OSHA/FCC to the satisfaction of the Development Services Department. The Permittee shall be responsible for complying with all State and Federal regulations, as applicable.

23. Use of or replacement of any building façade or mechanical screen with FRP material for purposes of concealing antennas shall not result in any noticeable lines or edges in the transition to the original building. All FRP shall be painted and textured to match the original building/adjacent building surfaces.

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24. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.

25. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced by the Permittee within thirty (30) calendar days of notification by the City of San Diego.

26. The Permittee shall notify the City within 30 days of the sale or transfer of this site to any other provider or if the site is no longer operational requiring the removal and the restoration of this site to its original condition.

27. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and in accordance with the applicable regulations in the SDMC.

28. Within 180 days from this approval, the Permittee shall complete the changes authorized as part of this approval and shall receive a final Telecom Planning Inspection approval.

INFORMATION ONLY:

- Please note that a **Telecom Planning Inspection Issue** will be placed on the project prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at **(619) 687-5984** to schedule an inspection of the completed facility. Please schedule this administrative inspection at least five working days ahead of the requested Final Inspection date.

- Per LDC §59.5.0404 Construction Noise (a), It shall be unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays as specified in Section 21.04 of the San Diego Municipal Code, with exception of Columbus Day and Washington's Birthday, or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise unless a permit has been applied for and granted beforehand by the Noise Abatement and Control Administrator.

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.

- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of

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the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.

- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Hearing Officer of the City of San Diego on March 28, 2012 and Approved Resolution No. HO-6511.

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AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

Simon Tse
Associate Planner

NOTE: Notary acknowledgment must be attached per Civil Code section 1189 et seq.

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

[CITY OF SAN DIEGO]
Owner

By _____
NAME **David A. Sandoval, CCIM**
TITLE **Deputy Director, Real Estate Asset**

[SPRINT NEXTEL]
Permittee

By _____
NAME STEPHEN C. DEMARS
TITLE NETWORK MANAGER

NOTE: Notary acknowledgments must be attached per Civil Code section 1189 et seq.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego }

On May 10, 2012 (Date) before me, Anne Regan, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Stephen DeMars (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANNE REGAN
Commission # 1916427
Notary Public - California
San Diego County
My Comm. Expires Jan 7, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Anne Regan (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Conditional Use Permit No. 950891

Document Date: March 28, 2012 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Diego

On May 17, 2012 (Date) before me, S. S. Wenceslao, Notary Public (Here Insert Name and Title of the Officer),

personally appeared ---------- Simon Tse ---------- (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

S. S. WENCESLAO
Commission # 1964827
Notary Public - California
San Diego County
My Comm. Expires Dec 24, 2015

Place Notary Seal Above

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Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Sprint Fire Station No. 26 – PTS #244215

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Diego

On May 22, 2012 (Date) before me, Teresa Dolores Morse, Notary Public (Here Insert Name and Title of the Officer),
personally appeared David A. Sandoval (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Teresa Dolores Morse (Signature of Notary Public)

TERESA DOLORES MORSE
Commission # 1925487
Notary Public - California
San Diego County
My Comm. Expires Mar 9, 2015

Place Notary Seal Above

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Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CUP#950891 - Sprint Fire Station #216/Proj # 244215

Document Date: March 28, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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