



CITY OF SAN DIEGO

RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE

between

THE CITY OF SAN DIEGO

and

**VERIZON WIRELESS (VAW) LLC
doing business as Verizon Wireless**

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**CITY OF SAN DIEGO
RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE**

THIS CITY OF SAN DIEGO RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE ("Lease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless ("LESSEE"), to be effective upon execution by CITY (the "Effective Date") and approval by the City Attorney, as follows:

RECITAL

A. This Lease is a master lease between CITY and LESSEE, intended to govern the rights and obligations of such parties related to the location and operation of communications equipment at multiple parcels of real property ("Sites"), as defined and identified herein. In addition, this Lease is intended to also apply to those portions of the Sites leased to LESSEE by CITY (referred to herein as "Pole Attachments") as if a separate lease agreement were written for each Pole Attachment.

B. Notwithstanding anything to the contrary contained in this agreement, no provision contained herein shall be construed to mean that LESSEE is leasing from CITY, or paying rent for, any ground space portion of the "City Right-of-Way," as defined herein.

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

1. EXHIBITS.

This Lease contains EXHIBITS A through D, each of which is attached and made a part of this Lease, identified as follows:

EXHIBIT A : Site Description Form

EXHIBIT B : Memorandum of Site Description Form

EXHIBIT C : Interference Protection Requirements

EXHIBIT D : Emergency Maintenance Procedures

2. DEFINITIONS.

2.1. "Approved Pole" shall mean a CITY-approved pole installed by LESSEE at a "Site" (defined below) within a "City Right-of-Way" (defined below) and approved by CITY for LESSEE'S use as provided herein.

2.2. "City Right-of-Way" shall mean any of the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including without limitation any public utility easement and public service easement, as the same now or may hereafter exist under CITY'S jurisdiction, including without limitation all space in, upon, above, along, across, under,

and over such things. Such term shall also include such things as Approved Poles, "Decorative Street Light Poles" (defined below) "Street Light Poles" (defined below), "Traffic Signals" (defined below) and any other similar poles or objects. Such term shall not include any other property owned by CITY, or any property owned by any person other than CITY, except as provided by applicable laws or pursuant to an agreement between CITY and such other person.

2.3. "Decorative Street Light Pole" shall mean any streetlight pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles and does not have a mast arm for electrolier support. The term Decorative Streetlight Pole includes any historically designated or architecturally significant light poles owned by CITY and located in a City Right-of-Way.

2.4. "Site" shall mean a portion of a City Right-of-Way, expressly excluding public streets, roads, lanes, courts, ways, alleys, boulevards, places, public utility easements and public service easements, situated in the City of San Diego, County of San Diego, State of California, and located on an Approved Pole, a "Street Light Pole" (defined below) or "Traffic Signal" (defined below), and more particularly described in a Site Description (defined below).

2.5. "Street Light Pole" shall mean any concrete, fiberglass, metal, or wooden pole that has a mast arm for electrolier support.

2.6. "Traffic Signal" shall mean any metal pole that has traffic-controlling lights on it.

3. POLE ATTACHMENTS.

Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY those certain portions of the Sites as provided herein. Each Site and the portions used by LESSEE ("Pole Attachments") shall be particularly described in a "Site Description to City of San Diego Right-of-Way Telecommunications Master Lease" ("Site Description"), a form of which is attached hereto as EXHIBIT A: Site Description Form. LESSEE, its agents, employees, contractors, guests and invitees may have access to the Sites on a 24-hour, non-exclusive basis.

4. CITY'S CONSENT, DISCRETION.

Whenever required under this Lease, CITY'S consent or approval shall mean the written consent or approval of the City Manager of San Diego, or designee ("City Manager"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the City Manager's discretion, unless otherwise expressly provided.

5. SAN DIEGO'S STRONG MAYOR FORM OF GOVERNANCE.

All references to "City Manager" in this Lease shall be deemed to refer to "the Mayor or designee." This section shall remain in effect for the duration CITY operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the San Diego City Charter.

6. USES.

The Pole Attachments are leased to LESSEE 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 expense, communications equipment as listed in each Exhibit B to Site Description: Equipment, including without limitation antenna equipment, cable wiring, utility lines, transmission lines, back-up power sources that may include back-up power generators with connected fuel storage tanks for emergency power, related fixtures, and if applicable to a Site, an antenna structure or structures (all or any portion of which shall be referred to herein as "Communications Equipment").

6.1. Other Uses. LESSEE may operate its Communications Equipment and use the Pole Attachments for other related or incidental activities as may be first approved in writing by CITY, and for no other purpose whatsoever. Communications Equipment installed on a Traffic Signal shall not interfere with the operation of the Traffic Signal, or cause visual impairment, distraction or confusion to motorists. LESSEE shall not install any Communications Equipment on a Decorative Street Light Pole.

6.2. Continuous Use. LESSEE shall continuously occupy and use each Pole Attachment throughout the term of this Lease.

6.3. Unauthorized Use. The use of any Site or Pole Attachment for any unauthorized or illegal purpose shall constitute a default of this Lease. Notwithstanding any provision of this Lease to the contrary, upon such default, CITY may, in its sole discretion, terminate this Lease, either in whole or as to the particular Site or Pole Attachment affected, immediately upon written notice to LESSEE.

7. TERM.

The term of this Lease ("Term") shall be ten (10) years, commencing on the Effective Date. If the Effective Date is not the first day of a calendar month, the Term shall include the partial calendar month from and including the Effective Date through the last month of the full Term, so that the Term shall expire on the last day of a calendar month. "Lease Year" as used in this Lease shall mean each twelve (12) month period during the Term. The first Lease Year shall include any partial month in which the Effective Date falls, through the last day of the twelfth month thereafter.

7.1. Termination. If LESSEE cannot obtain all permits or other approvals of a governmental authority required to install and operate the Communications Equipment (collectively, "Approvals"), or if a governmental authority cancels or denies the renewal of any such Approvals, LESSEE may terminate this Lease solely as to the particular Site Description(s) affected thereby, upon thirty (30) days prior written notice to CITY. If LESSEE, for any other reason, in its sole discretion, determines that it is unable to use a Pole Attachment, LESSEE may terminate this Lease solely as to that particular Site Description upon sixty (60) days prior written notice to CITY, provided LESSEE pays to CITY on or before such termination a termination fee equal to twelve (12) months rent for each such Site Description at the then-current rental rate. Upon termination of this Lease,

in whole or in part, for any reason, CITY shall retain all prepaid rents, fees, and other payments made under this Lease related to such part of this Lease so terminated.

- 7.2. Holdover. LESSEE may not continue in possession of any Pole Attachment past the expiration or earlier termination of this Lease. Any extension of the Term shall require approval by the City Council pursuant to City Council Policy 700-10: Disposition of City-Owned Real Property.
- 7.3. Quitclaim Deed. Upon termination of this Lease, in whole or in part, and within five (5) days following written demand by CITY, LESSEE shall execute, acknowledge, and deliver to CITY a valid and recordable quitclaim deed covering each Pole Attachment affected thereby. 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 Lease termination and of LESSEE'S right to possession of the affected Pole Attachment(s).
- 7.4. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender each Pole Attachment to CITY free and clear of all liens and encumbrances caused by or resulting from LESSEE'S occupancy and use thereof. LESSEE shall surrender the Pole Attachments in the same condition as existed when first included in this Lease, normal wear and tear excepted.
- 7.5. Memorandum of Lease. Upon LESSEE'S request, CITY shall execute and deliver to LESSEE, a "Memorandum of Site Description" substantially in the form attached hereto as EXHIBIT B: Memorandum of Site Description Form, which LESSEE may record in the office of the San Diego County Recorder.

8. RENT.

LESSEE shall pay to CITY rent in the amount of Nine Thousand Three Hundred Dollars (\$9,300) per Pole Attachment per year, in advance, subject to annual adjustments as of the first day of the second Lease Year and each Lease Year thereafter, as follows:

Lease Year Two	\$9,579 per Pole Attachment, per year
Lease Year Three	\$9,866 per Pole Attachment, per year
Lease Year Four	\$10,162 per Pole Attachment, per year
Lease Year Five	\$10,467 per Pole Attachment, per year
Lease Years Six – Ten	Market Rent Adjustments by Appraisal

The above rent schedule reflects an annual rent escalation equal to three percent (3%) over the annual rent for each preceding Lease Year. For the sixth through the tenth Lease Years, the rent may be adjusted upward pursuant to the "Market Rent Adjustments by Appraisal" section, below.

- 8.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the rent for the remaining five (5) Lease Years shall be determined by an appraisal to be effective as of the first day of the sixth Lease Year (the "Adjustment Date"). Such appraisal shall

be performed by a staff appraiser of CITY'S Real Estate Assets Department ("READ") or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites/properties/leases ("Qualified Appraiser") and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the portfolio of Pole Attachments, the Qualified Appraiser shall base the valuation on an appraisal not more than six months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the appraisal is not completed prior to the Adjustment Date, LESSEE shall continue to pay rent in accordance with the then-existing Lease rates, and the adjustment, when determined, shall be retroactive to the Adjustment Date. Any deficiency shall be paid by LESSEE to CITY within thirty (30) days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in existence immediately prior to the Adjustment Date. CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case the percentage increases set forth in this Lease for the second through fifth Lease Years shall continue for the remainder of the Term.

- 8.2. Time and Place of Payment. Rent is due annually in advance on or before the first day of each Lease Year. If the Effective Date is not the first day of a calendar month, then the accrued rent for the partial month at the beginning of the Term shall be prorated on a per diem basis, and paid in conjunction with the rent for the first 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 122289
San Diego, California 92112-4165

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) days prior written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If a postmark is 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.

- 8.3. 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 at

the end of fifteen (15) days past due, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than Two Hundred Fifty Dollars (\$250). 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.

8.4. Inspection of Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all sublease income and receipts from its use of the Pole Attachments. LESSEE shall make any and all of its records and accounts relating to any sublease of the Pole Attachments available to CITY for inspection at a reasonable location and at all reasonable times 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, in whole or in part. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease, in whole or in part. This section shall survive the expiration or earlier termination of this Lease, in whole or in part.

9. RELATED COUNCIL ACTIONS.

By entering into this Lease, neither CITY nor the City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Pole Attachments. Discretionary action includes, but is not limited to, rezonings, variances, environmental clearances or any other governmental agency approvals that may be required for LESSEE'S development and operation of the Pole Attachments. LESSEE shall diligently seek and obtain, at its sole cost, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Sites and the Pole Attachment, as may be necessary for LESSEE to occupy and use the Pole Attachments.

10. QUIET POSSESSION.

LESSEE, paying the rent and performing its obligations under this Lease, shall peaceably and quietly have, hold, and enjoy the Pole Attachments at all times during the Term. If during the Term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then this Lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or resulting damage, but there shall be determined and stated in writing by CITY 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 any Pole Attachment.

11. SUPERIOR INTERESTS.

This Lease is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Sites and Pole Attachments, whether or not of record. LESSEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Pole Attachments, relative to any such superior interest. If LESSEE'S use of any Pole Attachment is or becomes 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.

12. EASEMENTS AND RESERVATIONS.

12.1. Reservation. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Sites.

12.2. Grant. CITY may grant and use easements or establish and use rights-of-way over, under, along, and across the Sites for utilities, thoroughfares or access as it deems advisable, in its sole discretion, for the public good.

12.3. Entry. CITY may enter the Sites at any time to develop or make repairs to municipal resources and services. However, if CITY unreasonably or substantially interferes with LESSEE'S use of any Pole Attachment, CITY shall reimburse LESSEE for physical damages, if any, to Communications Equipment occasioned thereby. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage, as determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to the rights reserved hereinabove.

13. COMPETENT MANAGEMENT.

Throughout the Term, LESSEE shall provide competent management for the Pole Attachments for their intended uses to the reasonable satisfaction of CITY. For the purposes of this section, "competent management" shall mean demonstrated ability in the management and operation of a wireless communication facility and related activities in a fiscally responsible manner in accordance with industry standards.

14. CO-LOCATION.

Where a Site is a shared site, LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment, including any towers, without CITY'S prior consent.

15. ASSIGNMENT AND SUBLETTING.

LESSEE shall not assign this Lease or any interest in this Lease, and shall not sublet, in whole or in part, any Pole Attachment, or permit any other person, except LESSEE'S employees, agents, and contractors, to use or occupy any Site or Pole Attachment without

the CITY'S prior written consent in each instance, which consent shall not be unreasonably withheld. Consent to an assignment, subletting, occupation, or use of a Site or Pole Attachment by any other person shall not be deemed consent to any subsequent assignment, subletting, occupation, or use by the same or any other person. If LESSEE assigns this Lease, in whole or in part, or subleases the Pole Attachments, in whole or in part, without CITY'S prior written consent, CITY may declare LESSEE in default of this Lease and thereupon terminate this Lease in whole or in part. 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.

- 15.1. Assignment. For the purposes of this section, "assignment" shall include any transfer of any ownership interest in this Lease by LESSEE or by any partners, principals, or controlling stockholders, as the case may be, from the original LESSEE, its general partners, or principals.
- 15.2. Assumption by Assignee. CITY'S approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired.
- 15.3. Additional Consideration to CITY. As a condition to CITY'S approval of any sublease or other rental agreement or assignment as allowed under this Lease, LESSEE shall pay to CITY fifty percent (50%) of the gross revenues payable to LESSEE under any such sublease or other rental agreement, and CITY may further require that this Lease or the requested sublease otherwise be revised to comply with then-current CITY lease requirements. Pursuant to City Charter Section 225, incorporated herein, the City Manager must review and approve every person or entity which will have any direct or indirect interest in this Lease as a sublessee or assignee, which approval may not be unreasonably withheld.
- 15.4. 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.

16. ENCUMBRANCES.

LESSEE shall not permit any encumbrance related to LESSEE'S occupancy and use of any Pole Attachments to be placed on any Site. CITY may, in its sole discretion, consent to such an encumbrance if exclusively related to development of a Pole Attachment. If an encumbrance is placed on a Site, LESSEE shall diligently seek and obtain, at its sole cost, the removal of the encumbrance as soon as possible upon completion of the development, if the encumbrance was authorized by CITY, or, if unauthorized, immediately upon CITY'S demand.

17. DEFAULT AND REMEDIES.

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 at law or in equity. Such remedies shall be cumulative and not exclusive.

17.1. Default. Each of the following shall constitute an event of default under this Lease:

17.1.1. LESSEE'S failure to make any payment required under this Lease when due, if the failure continues for five (5) days past due following written notice of the failure by CITY; or

17.1.2. LESSEE breaches 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) days following written notice from CITY; or, (ii) if such breach is not curable within thirty (30) days, fails to commence to cure the breach within thirty (30) days and diligently pursue the cure to completion; or

17.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law; or

17.1.4. LESSEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law, and the matter is not dismissed within ninety (90) days after filing; or

17.1.5. LESSEE is adjudicated a bankrupt; or

17.1.6. LESSEE makes a general assignment for the benefit of creditors; or

17.1.7. LESSEE uses a Site or Pole Attachment for any unauthorized purpose.

17.2. Remedies.

17.2.1. For Monetary Default. Upon a monetary default of this Lease by LESSEE, CITY may, at its option, 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, in whole or in part, and all right of LESSEE and of all persons claiming right through LESSEE to all or some of the Pole Attachments, or to possession of all or some of the Pole Attachments, and CITY may enter and take possession of the Pole Attachments, or any of them, and may recover the amount set forth below.

17.2.2. For Non-monetary Default. Upon a non-monetary default of this Lease by LESSEE, CITY may, at its option, terminate this Lease, in whole or in part, and all right of LESSEE and of all persons claiming right through LESSEE to all or some of the Pole Attachments or possession of all or some of the Pole Attachments, and CITY may enter and take possession of the Pole Attachments, or any of them, and may recover from LESSEE the amount set forth below. If any non-monetary default is not curable within thirty (30) 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.

17.2.3. CITY'S Recovery Upon Termination. Upon termination of this Lease, in whole or in-part, due to LESSEE'S default, CITY may recover the sum of:

17.2.3.1. The worth at the time of award of any unpaid rent that was due at the time of termination; plus

17.2.3.2. The worth at the time of award of the amount of the unpaid rent that would have been earned after termination until the time of award, minus the amount of rent lost, if any, as LESSEE affirmatively proves could have been reasonably avoided; plus

17.2.3.3. The worth at the time of award of the amount of the unpaid rent for the balance of the Term after the time of the award, minus the amount of rent lost, if any, as LESSEE affirmatively proves could be reasonably avoided; plus

17.2.3.4. 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

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

17.2.3.6. As used in clauses 17.2.3.1 and 17.2.3.2 of this Section, the "worth at time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause 17.2.3.3 of this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent, percentage rent and any other payments required of LESSEE.

17.2.4. Deed of Trust or Mortgage. If there is a deed of trust or mortgage on the leasehold interest, and LESSEE has provided CITY with an address where notice can be sent to the respective mortgagee or beneficiary, CITY shall give the mortgagee or beneficiary written notice of a default, and the mortgagee or beneficiary shall have thirty (30) days after receipt of the notice to cure the default, or, if the default is not curable within thirty (30) days, to commence to cure the default and diligently pursue the cure to completion. The 30-day period may be extended upon written request by mortgagee or beneficiary if mortgagee or beneficiary is pursuing the cure with reasonable diligence. If the mortgagee or beneficiary is required to exercise its right to cure the default through litigation or through foreclosure, then CITY shall have the following options to expeditiously correct the default:

17.2.4.1. CITY may correct the default and charge the costs thereof to LESSEE'S account, which charge shall be due and payable within thirty (30) days following CITY'S delivery to LESSEE and mortgagee or beneficiary of a statement of such costs.

17.2.4.2. CITY may correct the default and recover the costs thereof 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 pay the cost of correction performed by or at the direction of CITY.

17.2.4.3. CITY may terminate this Lease, in whole or in part, as to the rights of LESSEE by assuming or causing the assumption of liability for any trust deed or mortgage. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. LESSEE shall pay all reasonable costs incurred by CITY in entering into a new lease with a new tenant under substantially the same terms and conditions as this Lease.

17.2.4.4. If a default is not curable by LESSEE, then any lender holding a beneficial interest in the subject leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself in place of LESSEE under this Lease and to commence performance of the Lease. If the mortgagee or beneficiary gives notice in writing of its election to so substitute itself within the thirty (30) day period after receiving written notice from CITY of the default, and the default is cured by the mortgagee or beneficiary, then this Lease will not terminate pursuant to the default. In that event, CITY consents to the substitution and authorizes the mortgagee or beneficiary to perform under this Lease all the rights, privileges, and obligations of LESSEE, and LESSEE expressly agrees to assign all its interest in and to the subject leasehold estate to the mortgagee or beneficiary.

- 17.3. Abandonment by LESSEE. If LESSEE breaches the Lease and abandons all or any Pole Attachments, 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 but not limited to the right to recover rent as it becomes due, plus damages.
- 17.4. Waiver. CITY'S waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY in order to constitute a valid and binding waiver. CITY'S delay or failure to exercise a remedy or right is not 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 default or for another or later default. CITY'S acceptance of any rents shall not be a waiver of any default preceding the rent payment. The property constituting the Site is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. Any failure by CITY 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.

18. EMINENT DOMAIN.

If all or part of a Site or Pole Attachment 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 beneficiary or mortgagee) shall be as follows:

- 18.1. Full Taking. If an entire Site is taken, this Lease shall terminate as to that Site on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 18.2. Partial Taking – Remainder Unusable. If a partial taking of a Site occurs and, in the reasonable opinion of CITY, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate as to that Site on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 18.3. Partial Taking – Remainder Usable. If a partial taking of a Site occurs and, in the reasonable 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, only to the extent that LESSEE'S operations are reduced or impaired.
- 18.4. 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 and LESSEE'S installations or improvements. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- 18.5. Transfer. CITY may transfer CITY'S interests in a 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 it may have in the fair market value of any improvements placed by it on the Site in accordance with this Lease.
- 18.6. 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.

19. INDEMNITY.

- 19.1. LESSEE'S Indemnity Obligation. 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 which arise out of or are in any manner directly or indirectly connected with this Lease or LESSEE'S occupancy, development, use, or maintenance of the Pole Attachments and the Sites, and all costs and 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 claims or liability arising from the established active negligence, sole negligence, or sole 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 of the costs related thereto, including without limitation reasonable attorney fees and costs.
- 19.2. CITY'S Indemnity Obligation. CITY shall protect, defend, indemnify, and hold LESSEE, its officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with CITY'S development, use, or maintenance of the Sites, and all costs and expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that CITY'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of LESSEE, its officers, representatives, agents, and employees.

20. INSURANCE.

Prior to LESSEE'S occupation of the Pole Attachments, LESSEE shall deliver to CITY a current certificate of insurance for a Commercial General Liability policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of Four Million Dollars (\$4,000,000).

- 20.1. All-Risk Property Insurance. LESSEE shall obtain and maintain, at its sole cost, All-Risk Property insurance on all of LESSEE'S insurable property on the Pole Attachment in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver to CITY a certificate of such insurance.
- 20.2. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or CG20 26 11 85], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all of LESSEE'S liability policies.

- 20.3. Primary and Non-Contributory. Insurance policies shall be primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department within thirty (30) days after full execution of this Lease.
- 20.4. Qualified Insurer(s). All insurance required by the terms of this Lease shall be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. CITY may accept non-admitted surplus lines insurers, provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- 20.5. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy of LESSEE required under this Lease shall be the sole responsibility of LESSEE.
- 20.6. Continuity of Coverage. All insurance policies shall be in effect prior to LESSEE'S occupation of the Pole Attachments, except "course of construction fire insurance/builders risk" 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. LESSEE shall maintain all insurance required by this Lease throughout the Term and any extended use, without lapse. When a new insurance policy is obtained, or when an insurance policy is renewed or extended, LESSEE shall deliver to CITY, within ten (10) days thereafter, a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease.
- 20.7. Modification. To assure protection from and against the kind and extent of risk existing on the Pole Attachments, CITY, at its discretion, may require the reasonable revision of amounts and coverage at any time during the Term by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements constructed by LESSEE, in order to meet the requirements of this Lease.
- 20.8. Accident Reports. LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Site. 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.
- 20.9. Failure to Comply. If LESSEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. LESSEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify LESSEE of such payment of premiums stating the amount paid, the name(s) of the insurer(s), and the rate of interest. LESSEE shall pay such reimbursement and interest on the first (1st)

day of the month following CITY'S notice. **Notwithstanding any other provision of this Lease, if LESSEE fails or refuses to obtain or maintain insurance as required by this Lease, or fails to provide proof of insurance, CITY may terminate this Lease, in whole or in part, immediately upon such breach. Upon such termination, LESSEE shall immediately cease its use of the Pole Attachments and commence and diligently pursue the removal of its property from the Sites.**

21. WASTE, DAMAGE OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on a Site. LESSEE shall not commit or allow to be committed any waste or injury or any public or private nuisance on or about a Site. LESSEE shall keep each Pole Attachment clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Pole Attachment is damaged by any cause which puts the Site 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 to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Site all debris resulting from the damage and restore the Site in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to the damage, using for either purpose the insurance proceeds as set forth above. LESSEE shall commence preliminary steps toward performing repairs, restoration, or replacement of the Site as soon as practicable, but no later than thirty (30) days after the occurrence of the fire or damage, and shall complete the required repairs, restoration, or replacement of the Site within one hundred eighty (180) days.

22. ACCEPTANCE OF SITE.

LESSEE represents and warrants that it has independently inspected the Pole Attachment and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Pole Attachments. LESSEE agrees it is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Pole Attachments are in the condition called for herein, that CITY has performed all work with respect to the Pole Attachments, and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Pole Attachments. LESSEE has been given the opportunity to investigate the Pole Attachments for the presence of any "hazardous substances," as defined below, 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 Pole Attachments. LESSEE waives any claims against CITY which may result from the presence of hazardous substances on or within the Pole Attachments.

23. ENTRY AND INSPECTION.

CITY may at any time, without any obligation to do so, enter the Pole Attachments for the purpose of viewing and ascertaining the condition of the Pole Attachments, or to protect its interests in the Pole Attachments, or to inspect the operations conducted on the Pole Attachments. If CITY'S entry or inspection discloses that the Pole Attachments are not in a

decent, safe, healthy, and sanitary condition, CITY may, after ten (10) days written notice to LESSEE, have any necessary maintenance work done in order to keep the Pole Attachments 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 Pole Attachments are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, 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.

24. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously operate and maintain the Pole Attachments throughout the Term. LESSEE shall make all repairs and replacements necessary to maintain and preserve the Pole Attachments in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with the applicable Exhibit A to Site Description: Site Plan/Location, and with all applicable laws. All applicable codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs, and replacements on the Pole Attachments. LESSEE shall submit in writing any changes necessary to update the emergency contacts and telephone numbers as referenced in EXHIBIT D: Emergency Maintenance Procedures.

25. IMPROVEMENTS/ALTERATIONS.

LESSEE shall not construct any improvements, structures, or installations on a Site, or make any alterations to a Pole Attachment (with the exception of equipment replacements or repairs) without CITY'S prior written approval. LESSEE shall not make major structural or architectural design alterations to approved improvements, structures, or installations on a Pole Attachment without CITY'S prior written approval, which may not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this Lease to maintain a Pole Attachment in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this Lease to make or assume any expense for any improvements or alterations to LESSEE'S Communications Equipment.

25.1. Upgrading. If changes in technology occur during the Term that require upgrading the Communications Equipment, LESSEE may perform such upgrading, provided the upgrading does not damage or interfere with any adjacent improvements on the Site, subject to EXHIBIT C: Interference Protection Requirements.

25.2. Reassignment of Space. CITY may reassign LESSEE to an equivalent amount of space in a different location within a Site or to a different Site for above ground Sites if and when reasonably necessary. This section shall not apply to underground vault sites. LESSEE shall cooperate with CITY and its contractors during any such relocation or any renovation, repair, or other alteration of the Pole Attachment or the

Site. CITY warrants that every effort will be made to ensure continuous, uninterrupted broadcast/receiving capability during any such activity. If any relocation is not satisfactory to LESSEE, then LESSEE may, in its sole and absolute discretion, terminate this Lease as to the subject Pole Attachment upon thirty (30) days written notice to CITY, without further obligation therefor.

25.3. Utilities. LESSEE shall order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of each Pole Attachment. All utilities shall be installed underground.

25.4. 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 Pole Attachments, 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 Pole Attachments results in a lien or notice of lien being filed against the Pole Attachments, LESSEE shall, within five (5) 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.

26. TAXES.

LESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the Pole Attachments, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE, levied by reason of the business or other LESSEE activities related to the Pole Attachments, including any licenses or permits. LESSEE acknowledges that this Lease may create possessory interests subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on the leasehold interests. LESSEE'S payment of taxes, fees and assessments shall not reduce any rent due CITY.

27. SIGNS.

LESSEE may only post signs required by federal, state or local regulations, including without limitation safety signs required by OSHA, FAA or FCC. LESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Site. If any such unauthorized item is found on the Site, LESSEE shall remove the item at its sole expense upon twenty-four (24) hours notice by CITY, or CITY may then enter the Site and remove the item at LESSEE'S sole cost. LESSEE shall post a clearly marked sign at the Site indicating LESSEE'S name and emergency telephone number.

28. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

At the expiration or earlier termination of this Lease, and at CITY'S option, any and all improvements, trade fixtures, structures, and installations or additions to the Pole

Attachments existing on the Effective Date or constructed on the premises by LESSEE during the Term shall be deemed to be part of the Pole Attachments and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Lease.

28.1. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall notify LESSEE at least one hundred eighty (180) days prior to the expiration of this Lease, or upon the earlier termination of this Lease, and LESSEE shall remove the improvements, trade fixtures, structures, and installations as directed by CITY, all at LESSEE'S sole cost and expense. If LESSEE fails to remove any improvements, structures, and installations as directed, CITY may cause their removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.

28.2. On or before Lease expiration, or as CITY may direct upon Lease termination, LESSEE shall remove from the Pole Attachments its Communications Equipment and any other LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other personal property. If LESSEE fails to remove any of its personal property as required herein, then either: (a) the property shall be considered abandoned and become CITY'S property free of all claims and liens; or (b) CITY may cause the property's removal, and LESSEE shall reimburse CITY on demand for the full cost thereof.

28.2.1. LESSEE shall repair, at its sole cost and expense, all damage to the Pole Attachments resulting from the removal of LESSEE'S improvements, trade fixtures, structures, installations, and the Communications Equipment, machines, appliances, equipment, and other personal property.

28.2.2. If the removal of any of LESSEE'S property by either LESSEE or CITY takes place after Lease expiration or beyond CITY'S direction upon Lease termination, 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 Sites.

28.2.3. If LESSEE wants to dispose of any of its personal property used in the operation of its wireless communication facilities on the Pole Attachments, then CITY shall have the first right to acquire or purchase such property.

29. HAZARDOUS SUBSTANCES.

LESSEE shall not allow the installation or release of hazardous substances in, on, under, or from the Sites or Pole Attachments. LESSEE and LESSEE'S agents and contractors shall not store, utilize, or sell any hazardous substance on the Sites or Pole Attachments without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into

the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated into this Lease.

- 29.1. Remediation. If LESSEE'S occupancy, use, development or maintenance of a Site or Pole Attachment results in a release of a hazardous substance, LESSEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws, rules and regulations of governmental authorities.
- 29.2. 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 occupancy, use, development, or maintenance of the Sites or Pole Attachments, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
- 29.3. Notice of Release. If LESSEE knows or has reasonable cause to believe that a hazardous substance has been released on or beneath the Sites or Pole Attachments, LESSEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) days of receipt of the knowledge or cause for belief. If LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE take all actions necessary to alleviate the danger. LESSEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Sites or Pole Attachments.
- 29.4. Environmental Assessment. Upon reasonable cause to believe that LESSEE'S occupancy, use, development, or maintenance of the Sites or Pole Attachments ("LESSEE'S Operations"), resulted in any hazardous substance being released on or beneath a Site or Pole Attachment, CITY may cause an environmental assessment of that Site or Pole Attachment 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 Operations on, in, or under the Site or Pole Attachment, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LESSEE shall cause, or if LESSEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and LESSEE shall pay all costs and expenses therefor.

30. SITE PLANS/LOCATIONS.

LESSEE shall develop the Pole Attachments in accordance with plans approved by CITY'S Development Services Department and included in the applicable Exhibit A to Site Description: Plan/Location. CITY may, in its sole discretion, authorize changes to such plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with CITY'S Real Estate Assets Department. LESSEE'S failure to comply with the approved plans shall be a default of this Lease.

31. TELECOMMUNICATIONS PROVISIONS.

- 31.1. Radio Frequency Radiation. LESSEE shall maintain radio-frequency radiation within the levels allowed by Federal Regulations stated in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area casually accessible by the general public or by any worker at ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any areas discovered by LESSEE to exceed these federally mandated limits. LESSEE shall not hold CITY responsible for radiation levels found to exceed these limits. Hazardous RF radiation levels may be encountered when climbing on antenna structures [Refer to FCC OET Bulletin 65]. Any equipment installed on a Site may at times require shutdown to allow maintenance on antenna structures. LESSEE shall allow shutdown periods when required for this maintenance, provided CITY shall use reasonable efforts to ensure that these shutdowns do not occur during peak hours of operation. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is a primary concern. Any areas in which these employees may be subjected to radiation levels that exceed the General Population/Uncontrolled limits must be clearly identified as required by CAL-OSHA. LESSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. LESSEE shall notify CITY in writing of any changes to the shutdown procedures, contact names or telephone numbers at least ten (10) days prior to such a change.
- 31.2. List of Communications Equipment. LESSEE warrants that the Communications Equipment listed in each Exhibit B to Site Description: Equipment constitutes the entire installation for the associated Pole Attachment. LESSEE shall update any Exhibit B to Site Description: Equipment executed pursuant to this Lease from time to time as and when changes to the Communications Equipment are made, or within thirty (30) days after CITY'S demand for such an update.
- 31.3. Radio Frequency Interference. LESSEE warrants that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or radio frequency interference to any existing authorized uses of the Site by fulfilling the requirements of EXHIBIT C: Interference Protection Requirements, which may be updated from time to time at CITY'S sole discretion.
- 31.4. Industry Standards. LESSEE shall perform all Communications Equipment installations, modifications, and maintenance in adherence to industry standards set by

the "Standards and Guidelines for Communications Sites" Motorola R56© manual or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on CITY property shall comply with the following supplemental requirements:

31.4.1. LESSEE shall remove all of its trash and debris from the Site at the end of each workday and on completion of each project.

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

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

32. NOTICES.

Any notice required or permitted to be given under this Lease shall be in writing and may be served personally or by United States mail, postage prepaid, 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:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

If to CITY:

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

If to City Office of the CIO, Communications Division:

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

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 on personal service or five (5) days after deposit in U. S. mail.

33. COMPLIANCE WITH LAW.

LESSEE shall at all times in the occupancy, use, development, and maintenance of the Sites and Pole Attachments, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments, at LESSEE'S sole expense. LESSEE shall comply with any and all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations.

34. NONDISCRIMINATION.

LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status or physical disability in LESSEE'S occupancy, use, development, and maintenance of the Sites or Pole Attachments, including without limitation the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

35. EQUAL OPPORTUNITY CONTRACTING PROGRAM.

LESSEE shall comply with City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), *EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM* ("EEOOP"), a copy of which is on file in the Office of the City Clerk and incorporated herein. LESSEE, its sublessees, and all of its subcontractors shall be individually responsible to abide by the EEOOP. LESSEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086, as well as the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE shall not discriminate against any employee or applicant for employment on any basis prohibited by law. On or before the Effective Date, LESSEE shall submit a current "Work Force Report" or a current Equal Employment Opportunity ("EEO") Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve CITY'S commitment to equal employment opportunities.

35.1. Contracts/Subcontracts. LESSEE and its sublessees shall insert the foregoing provisions in all contracts and subcontracts for any work covered by this Lease so that the provisions will be binding upon each sublessee and subcontractor.

35.2. EEO Compliance. Compliance with EEO provisions will be implemented, monitored, and reviewed by CITY'S Equal Opportunity Contracting Program staff. LESSEE'S failure to comply with the above requirements and/or submitting false information in response to such requirements may result in termination of this Lease

and debarment from participating in CITY leases and/or contracts for a period of not less than one (1) year.

36. LOCAL BUSINESS AND EMPLOYMENT.

LESSEE acknowledges that CITY promotes employment and business opportunities for local residents and firms in all CITY leases and contracts. To the extent legally possible, LESSEE shall solicit local residents and firms for employment applications, and contract bids and proposals related to this Lease. LESSEE shall hire qualified local residents and firms whenever feasible.

37. 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.

38. LEGAL FEES.

If there is any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including without limitation court costs and attorney fees.

39. NUMBER AND GENDER.

Words of any gender used in this Lease shall include any other gender and words in the singular number shall include the plural, and *vice versa*, as appropriate to the context.

40. 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. The numbers of the paragraphs and pages of this Lease may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Lease.

41. CITY EMPLOYEE PARTICIPATION POLICY.

CITY may, at its sole option, terminate this Lease immediately if LESSEE employs an individual who, within the twelve (12) months immediately preceding employment, did in their capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of LESSEE. These provisions shall not apply to members of the City Council.

42. DRUG-FREE WORKPLACE.

LESSEE shall abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- 42.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Sites and specifying the actions that will be taken against employees for violations of the prohibition.
- 42.2. Establish a drug-free awareness program to inform employees about all of the following:
 - 42.2.1. The dangers of drug abuse in the workplace;
 - 42.2.2. LESSEE'S policy of maintaining a drug-free workplace;
 - 42.2.3. Any available drug counseling, rehabilitation, and employees assistance programs; and
 - 42.2.4. The penalties that may be imposed upon employees for drug abuse violations.
- 42.3. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by these provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace.

43. DISABLED ACCESS COMPLIANCE.

LESSEE shall at all times in the occupancy, use, development, and maintenance of the Sites and Pole Attachments comply with the 1990 Americans with Disabilities Act and Title 24 of the California Code of Regulations (i.e., building codes) as defined in Section 18910 of the California Health and Safety Code and any other applicable federal, state or local regulations hereafter enacted protecting the rights of persons with disabilities.

44. STANDARD OF CONDUCT.

LESSEE and its employees shall at all times conduct themselves and the operations on the Sites in a creditable manner and in accordance with industry standards.

45. UNAVOIDABLE DELAY.

If the performance of any act required of CITY or LESSEE 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, the party shall be excused from performing that act for a period equal to the period of the prevention or delay. If LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of that fact within ten (10) days after the beginning of any such claimed delay.

46. 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 occupancy, use, development, and maintenance of the subject Sites and Pole Attachments 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.

47. TIME OF THE ESSENCE.

Time is of the essence for each and every term, covenant, and condition of this Lease.

48. LEASE MODIFICATIONS.

This Lease shall not be modified, altered or amended unless the modification, alteration or amendment is in writing and signed by all parties to this Lease.

49. 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.

50. CONSENTS.

Unless otherwise expressly provided herein, no consent to be granted by either party pursuant to this Lease may be unreasonably withheld or delayed.

51. SURVIVAL.

Any obligation which accrues under this Lease prior to its expiration or termination shall survive such expiration or termination.

52. GOVERNING LAW.

This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California.

53. COST RECOVERY.

CITY maintains a schedule of fees to offset administrative costs incurred for CITY staff services that are of benefit to LESSEE. CITY shall process each of LESSEE'S service requests upon receipt of LESSEE'S payment of the applicable fee. The fee schedule, which is maintained by the City Clerk's Office, may be updated from time to time at CITY'S sole discretion.

54. 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 occupancy, use, development, and maintenance of the Sites and Pole Attachments. Each party has relied on its own examination of the Sites, advice from its own attorneys, and the warranties, representations, and covenants within the Lease itself. Each party agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read this Lease or other documents, inspect the Sites, and obtain legal or other advice relevant to this transaction shall constitute a waiver of any objection, contention, or claim that might have been based on such actions.

55. 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.

56. AUTHORITY.

Each individual executing this Lease on behalf of another person or legal entity represents and warrants that they are 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 that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

[The remainder of this page intentionally left blank.]

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

Effective Date: 10/24/07

THE CITY OF SAN DIEGO, a California municipal corporation

By: [Signature]

Name: James F. Barwick, CCIM

Title: Director, Real Estate Assets

Date: _____

LESSEE: VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless

By: [Signature]

Name: Keith A. Surratt

Title: West Area Vice President - Network

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

Date: 10/24/07

By: [Signature]

Name: Martha Blake

Title: Senior Planner

OFFICE OF THE CIO, COMMUNICATIONS DIVISION APPROVAL:

Date: 10/24/07

By: [Signature]

Name: DAVID HAZLETT

Title: DEPUTY DIRECTOR

APPROVED AS TO FORM AND LEGALITY:

Date: 10/24/07

MICHAEL J. AGUIRRE, City Attorney

By: [Signature]

Name: BROCK LADENWIL

Title: CHIEF DEPUTY CITY ATTORNEY

EXHIBIT A: Site Description Form

SITE DESCRIPTION TO

CITY OF SAN DIEGO RIGHT-OF-WAY TELECOMMUNICATIONS
MASTER LEASE

This SITE DESCRIPTION TO CITY OF SAN DIEGO RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE ("Site Description") is made pursuant to that certain CITY OF SAN DIEGO RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE dated _____, 2007 ("Master Lease"), by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company dba Verizon Wireless ("LESSEE"), to be effective as of the date of execution by CITY (the "Site Description Effective Date") when signed by the parties and approved by the San Diego City Attorney. The terms used in this Site Description shall have the same meaning as such terms have in the Master Lease.

CITY Site No.: _____

Carrier Site No.: _____

Location: _____

Description: _____

Date: _____

THE CITY OF SAN DIEGO, a California municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

LESSEE: VERIZON WIRELESS (VAW) LLC, dba
Verizon Wireless, a Delaware limited liability company

By: _____
Name: Keith A. Surratt
Title: West Area Vice President - Network

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

Date: _____

By: _____
Name: _____
Title: _____

OFFICE OF THE CIO, COMMUNICATIONS DIVISION APPROVAL:

Date: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

Date: _____

MICHAEL J. AGUIRRE, City Attorney

By: _____
Name: _____
Title: _____

Exhibit A to Site Description: Site Plan/Location

Exhibit B to Site Description: Equipment

EXHIBIT B: Memorandum of Site Description Form

Recording Requested By and
When Recorded Return To:

FOR RECORDER'S USE ONLY

No APN: Street Right-of-Way

MEMORANDUM OF SITE DESCRIPTION

This MEMORANDUM OF SITE DESCRIPTION is entered into on _____, 2007 (the "Memorandum Date"), by and between THE CITY OF SAN DIEGO, a California municipal corporation with an office at 1200 Third Avenue, Suite 1700, San Diego, CA 92101-4155 ("CITY"), and VERIZON WIRELESS (VAW) LLC dba Verizon Wireless, a Delaware limited liability company with its principal offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, NJ 07920 ("LESSEE").

1. CITY and LESSEE entered into that certain SITE DESCRIPTION TO CITY OF SAN DIEGO RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE ("Site Description") dated _____, 2007, for the purpose of installing, operating, and maintaining LESSEE'S telecommunications facilities and other improvements. All of the foregoing is set forth in the Site Description.
2. The term of the master lease to which the Site Description is attached is ten (10) years.
3. The land which is the subject of the Site Description is described in EXHIBIT A, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Description to be effective as of the Memorandum Date.

CITY:

THE CITY OF SAN DIEGO, a California municipal corporation,

BY: _____
Name: _____
Title: _____

LESSEE:

VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless

BY: _____
Name: Keith A. Surratt
Title: West Area Vice President - Network

APPROVED AS TO FORM AND LEGALITY:

Date: _____

MICHAEL J. AGUIRRE, City Attorney

By: _____
Name: _____
Title: _____

EXHIBIT C: Interference Protection Requirements

1. Interference. Anytime 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 equipment; transmission frequencies that are currently being operated on site, and similar or other relevant data from the lessees/users operating on-site. The information required to compile this report, including transmit frequencies currently operated on-site, may require collection of data from other lessees operating on-site. A listing of other lessees of the Site can be obtained from CITY. CITY is not responsible for any omitted data provided for the purpose of creating this report. If required, the Report shall be provided to CITY'S Office of the CIO, Communications Division ("CIO"), Senior Communications Engineer.
2. Pre-installation Notification. LESSEE shall notify all operators/lessees at the Site of the proposed installation/changes at least fourteen (14) days prior thereto. A listing of all Site lessees/users operating at the Site may be obtained from CITY and used to compile a notification list. The notification shall be in the form of a letter to each listed Site lessee/user giving a technical data summary of the proposed new/modified equipment or changed installation to be installed at the Site and shall specify the approximate date of installation or change. An additional notification letter shall be sent to CITY CIO's Communication Engineer. This letter shall include a list of all Site lessees/users notified. LESSEE shall make complete arrangements and conduct all tests and operations in accordance with applicable Federal/FCC Rules and Regulations.
3. 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 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: (a) detectable or measurable received intermodulation; (b) audio distortion or noise; and (c) receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.
4. Modifications to Equipment. Modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter Spurious and Harmonic Emissions may require re-notification to existing Site lessees/users and a new Intermodulation Report.
5. Resulting Interference. Should an interference problem occur at the Site or in the nearby surrounding area as a result of newly installed equipment ("New Installation"), or a retuned or modified installation ("Changed Installation"), LESSEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. If harmful interference cannot be resolved, CITY may recognize the right of other authorized users and withhold approval or disallow use of a new or Changed Installation or other modification pending settlement of the interference problems between

EXHIBIT C: Continued

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 these Interference Protection Requirements, and, further, LESSEE expressly waives any claim for expense or loss which LESSEE might incur as a result of CITY'S enforcement thereof.

EXHIBIT D: 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) 264-6620**.

CITY may require any replacement Communications Equipment to be relocated as provided in this Lease. If LESSEE'S Communications Equipment causes any interference to CITY'S telecommunications equipment or system, CITY may require it to be removed permanently and replaced at another location. LESSEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining their Communications Equipment.

If a party changes its emergency contact telephone information, that party shall immediately notify the other party at the number provided herein, followed within ten (10) days by written notice in accordance with this Lease.

SITE DESCRIPTION

This SITE DESCRIPTION TO CITY OF SAN DIEGO RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE ("Site Description") is made pursuant to that certain CITY OF SAN DIEGO RIGHT-OF-WAY TELECOMMUNICATIONS MASTER LEASE dated October 24, 2007 ("Master Lease"), by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company dba Verizon Wireless ("LESSEE"), to be effective as of the date of execution by CITY (the "Site Description Effective Date") when signed by the parties and approved by the San Diego City Attorney. The terms used in this Site Description shall have the same meaning as such terms have in the Master Lease.

CITY Site No.: TELECM/847

Carrier Site No.: Micro Heights

Location: North/West Corner of Del Mar Heights Road and Mercado Drive, San Diego
CA 92014

Description: LESSEE will construct, operate and maintain an unmanned wireless facility. The facility will consist of three (3) antennas mounted inside an FRP Cylinder cell mounted above a city approved streetlight, along with two (2) ground mounted outdoor equipment cabinets and one (1) GPS antenna.

Special Provisions:

Existing Light Standard. In connection with the installation of the New Light Standard, LESSEE will remove and dismantle the Existing Light Standard, which removal shall be contingent upon LESSEE obtaining all necessary certificates, permits and other approvals that may be required by any federal, state or local authorities in connection with same. LESSEE shall dismantle and remove or shall cause the Existing Light Standard to be dismantled and removed in a professional, safe and workmanlike manner. CITY agrees to reasonably cooperate with LESSEE with regard to such dismantling and removal of the Existing Light Standard.

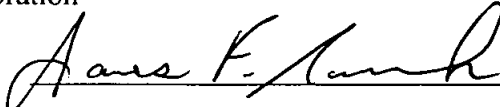
New Light Standard. After the dismantling and removal of the Existing Light Standard has been completed, LESSEE agrees that it will install the New Light Standard in compliance with all applicable laws and substantially in accordance with the plans and specifications (the "Plans") to be approved by CITY pursuant to the Master Lease. Within sixty (60) days after CITY receives LESSEE's notice that installation of the New Light Standard has been completed, CITY shall inspect the New Light Standard with a representative of LESSEE present. If CITY provides written notice to LESSEE of CITY's approval of the New Light Standard within such sixty (60) day period, LESSEE shall execute the documentation specified herein. If CITY provides written notice of any installation deficiencies to LESSEE within said sixty (60) day time period (the "Notice"), LESSEE shall commence any repairs and/or remedial work necessary to correct the deficiencies described therein.



Once such repairs and/or remedial work have been completed, CITY shall re-inspect the New Light Standard, but only with respect to such installation deficiencies while in the presence of a LESSEE representative. If CITY reasonably determines that LESSEE has corrected such installation deficiencies in compliance with the Notice, CITY shall give LESSEE written approval of the New Light Standard, and LESSEE shall thereafter execute the documentation specified herein. In the event CITY either fails to approve installation of the New Light Standard, as described above, or fails to provide the Notice to LESSEE within such sixty (60) day time period, CITY shall be deemed to approve LESSEE's installation of, and shall be deemed to approve the New Light Standard, and accepted it in its "as is" condition, and LESSEE shall have no further liability therefor, except as otherwise provided in the Master Lease. After such sixty (60) day period has expired, LESSEE shall execute the documents specified herein. Upon completion of installation of the New Light Standard in accordance with the Plans and the provisions of this Site Designation, LESSEE will deliver to CITY the following documentation: (a) LESSEE will execute and deliver to LESSOR a bill of sale substantially in the form of Exhibit "C," attached hereto and made a part hereof, transferring all of its right, title and interest in the New Light Standard to CITY; and (b) LESSEE will execute and deliver to CITY, in a form reasonably acceptable to CITY, assignment(s) of all manufacturers' and contractors' warranties with respect to the New Light Standard (to the extent that such warranties are assignable), consented to by the manufacturers and contractors, such that CITY will enjoy the benefit of all such warranties in the same manner as would be enjoyed if CITY had directly contracted for the materials comprising, and installation of, the New Light Standard.

Date: 4/10/08

THE CITY OF SAN DIEGO, a California municipal corporation

By: 

Name: James F. Barwick, CCIM

Title: Director, Real Estate Assets

Date: 3/14/08

LESSEE: VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless

By: 

Name: Keith A. Surratt

Title: West Area Vice President - Network

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

Date: 4/16/08 By: Martha Blake
Name: Martha Blake
Title: Senior Planner

OFFICE OF THE CIO, COMMUNICATIONS DIVISION APPROVAL:

Date: 4/10/08 By: David Hazlett
Name: David Hazlett
Title: Deputy Director

APPROVED AS TO FORM AND LEGALITY:

Date: 4/18/08 MICHAEL J. AGUIRRE, City Attorney
By: Brock Ladewig
Name: Brock Ladewig
Title: Chief Deputy City Attorney

Exhibit A to Site Description: Site Plans/Locations

** See attached drawings.*

SITE PLAN KEYNOTES

1. PROPOSED (3) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
2. PROPOSED (2) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
3. EXISTING RESIDENCE.
4. PROPOSED VZW POWER AND TELCO PANELS.
5. EXISTING UNDERGROUND FIBER AND PROPOSED VZW TELCO SOURCE.
6. EXISTING STREETLIGHT TO BE RELOCATED.
7. EXISTING SDG VAULT.
8. EXISTING TRANSFORMER.

SITE PLAN GENERAL NOTES

- A. SETBACKS:
SIDE: NOT AVAILABLE AT THIS TIME
REAR: NOT AVAILABLE AT THIS TIME
FRONT: FROM CENTER OF STREET; NOT AVAILABLE AT THIS TIME
- B. EASEMENTS:
NOT AVAILABLE AT THIS TIME
- C. FREQUENCY:
OPERATING FREQUENCIES-SENO 800MHz - 804MHz & 1865MHz - 1870MHz 804.147 SO. FT.
OPERATING FREQUENCIES-RECEIVE 833MHz - 846MHz & 1885MHz - 1890MHz 804.353 SO. FT.
- D. TOTAL IMPERVIOUS AREA BEFORE CONSTRUCTION: NOT APPLICABLE
TOTAL IMPERVIOUS AREA AFTER CONSTRUCTION: NOT APPLICABLE
- E. SITE CONTRACTOR TO CALL DIG ALERT (1-800-277-2800) TO LOCATE ANY AND ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.

STORM WATER QUALITY NOTES CONSTRUCTION BMP'S

THIS PROJECT SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE PERMIT: CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION, ORDER NO. 200101 APOES NO. CAS010875 (http://www.swhr.ca.gov/WRQCB/PROGRAMS/SD_STORMWATER.html) AND THE CITY OF SAN DIEGO LAND DEVELOPMENT CODE (http://clerkofrec.sandagov.org/RIGHTS/GETCONTENT/LOCAL_PORTFOLIO_OBJECTS/000115180000013)

NOTES 1-8 BELOW REPRESENT KEY MINIMUM REQUIREMENTS FOR CONSTRUCTION BMP'S.

1. SUFFICIENT BMP'S MUST BE INSTALLED TO PREVENT Silt, Mud OR OTHER CONSTRUCTION DEBRIS FROM BEING TRACKED INTO THE ADJACENT STREET(S) OR STORM WATER CONVEYANCE SYSTEMS DUE TO CONSTRUCTION VEHICLES OR ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY SUCH DEBRIS THAT MAY BE IN THE STREET AT THE END OF EACH WORK DAY OR AFTER A STORM EVENT THAT CAUSES A BREACH IN THE INSTALLED CONSTRUCTION BMP'S.
2. ALL STOCK PILES OF UNCOMPACTED SOIL AND/OR BUILDING MATERIALS THAT ARE INTENDED TO BE LEFT UNPROTECTED FOR A PERIOD GREATER THAN SEVEN CALENDAR DAYS ARE TO BE PROVIDED WITH EROSION AND SEDIMENT CONTROLS. SUCH SOIL MUST BE PROTECTED EACH DAY WHEN THE PROBABILITY OF RAIN IS 840 OR GREATER.
3. A CONCRETE WASHOUT SHALL BE PROVIDED ON ALL PROJECTS WHICH PROPOSE THE CONSTRUCTION OF ANY CONCRETE IMPROVEMENTS THAT ARE TO BE POURED IN PLACE ON THE SITE.
4. ALL EROSION/SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED IN WORKING ORDER AT ALL TIMES.
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.

TRAFFIC CONTROL PLAN

ALL WORK IN PUBLIC RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH "WORK AREA TRAFFIC CONTROL HANDBOOK" SOUTHERN CALIFORNIA CHAPTER AMERICAN PUBLIC WORKS ASSOCIATION (APWA)

AUTHORITY AND WORK MAY BE PERFORMED IN ANY PUBLIC RIGHT OF WAY WITHOUT PERMISSION FROM THE AUTHORIZING AGENCY. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE LATEST EDITION OF THIS MANUAL OR THE AGENCY'S PERMIT FOR THE WORK.

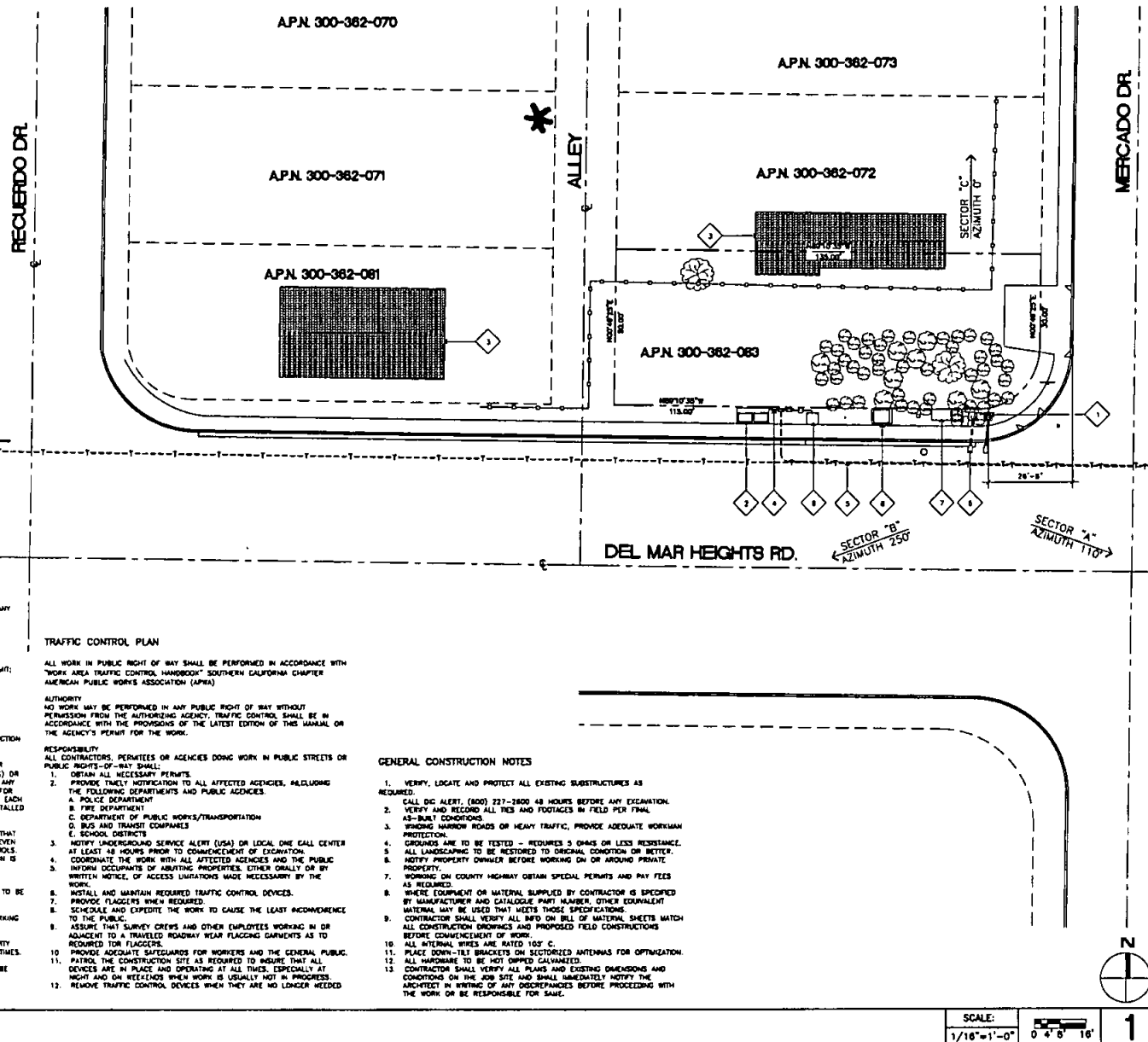
RESPONSIBILITY

- ALL CONTRACTORS, PERMITTEES OR AGENCIES DOING WORK IN PUBLIC STREETS OR PUBLIC RIGHTS-OF-WAY SHALL:
1. OBTAIN ALL NECESSARY PERMITS.
 2. PROVIDE TIMELY NOTIFICATION TO ALL AFFECTED AGENCIES, INCLUDING THE FOLLOWING DEPARTMENTS AND PUBLIC AGENCIES:
A. POLICE DEPARTMENT
B. FIRE DEPARTMENT
C. DEPARTMENT OF PUBLIC WORKS/TRANSPORTATION
D. BUS AND TRANSIT COMPANIES
E. SCHOOL DISTRICTS
 3. NOTIFY UNDERGROUND SERVICE ALERT (USA) OR LOCAL ONE CALL CENTER AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF EXCAVATION.
 4. COORDINATE THE WORK WITH ALL AFFECTED AGENCIES AND THE PUBLIC.
 5. INFORM OCCUPANTS OF ADJUTING PROPERTIES, EITHER ORALLY OR BY WRITTEN NOTICE, OF ACCESS LIMITATIONS MADE NECESSARY BY THE WORK.
 6. INSTALL AND MAINTAIN REQUIRED TRAFFIC CONTROL DEVICES.
 7. PROVIDE FLAGGERS WHEN REQUIRED.
 8. SCHEDULE AND EXPEDITE THE WORK TO CAUSE THE LEAST INCONVENIENCE TO THE PUBLIC.
 9. ASSURE THAT SURVEY CREWS AND OTHER EMPLOYEES WORKING IN OR ADJACENT TO A TRAVELED ROADWAY WEAR FLAGGING GARMENTS AS TO REQUIRED FOR FLAGGERS.
 10. PROVIDE ADEQUATE SAFEGUARDS FOR WORKERS AND THE GENERAL PUBLIC.
 11. PATROL THE CONSTRUCTION SITE AS REQUIRED TO INSURE THAT ALL DEVICES ARE IN PLACE AND OPERATING AT ALL TIMES, ESPECIALLY AT NIGHT AND ON WEEKENDS WHEN WORK IS USUALLY NOT IN PROGRESS.
 12. REMOVE TRAFFIC CONTROL DEVICES WHEN THEY ARE NO LONGER NEEDED.

GENERAL CONSTRUCTION NOTES

1. VERIFY, LOCATE AND PROTECT ALL EXISTING SUBSTRUCTURES AS REQUIRED.
2. CALL DIG ALERT: (800) 277-2800 48 HOURS BEFORE ANY EXCAVATION.
3. VERIFY AND RECORD ALL TIES AND FOOTINGS IN FIELD PER FINAL AS-BUILT CONDITIONS.
4. WARNING HAZARDOUS ROADS OR HEAVY TRAFFIC, PROVIDE ADEQUATE WORKMAN PROTECTION.
5. GROUNDS ARE TO BE TESTED - REQUIRES 5 OUNCS OR LESS RESISTANCE.
6. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
7. NOTIFY PROPERTY OWNER BEFORE WORKING ON OR AROUND PRIVATE PROPERTY.
8. WORKING ON COUNTY HIGHWAY OBTAIN SPECIAL PERMITS AND PAY FEES AS REQUIRED.
9. WHERE EQUIPMENT OR MATERIAL SUPPLIED BY CONTRACTOR IS SPECIFIED BY MANUFACTURER AND CATALOGUE PART NUMBER, OTHER EQUIVALENT MATERIAL MAY BE USED THAT MEETS THOSE SPECIFICATIONS.
10. CONTRACTOR SHALL VERIFY ALL BIDD ON BILL OF MATERIAL SHEETS MATCH ALL CONSTRUCTION DRAWINGS AND PROPOSED FIELD CONSTRUCTIONS BEFORE COMMENCEMENT OF WORK.
11. ALL INTERNAL WIRES ARE RATED 100' C.
12. PLACE DOWN-TILT BRACKETS ON SECTORIZED ANTENNAS FOR OPTIMIZATION.
13. ALL WARDING TO BE HOT OPMED GALVANIZED.
14. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

SITE PLAN



JRA

Jeffrey Rome & Associates, Inc.

Architecture & Telecommunications
2 San Joaquin Plaza, Suite 155
Hempstead Beach, California 92343
Phone: (949) 760-5825
Fax: (949) 760-5831

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE PROJECT HEREIN IS STRICTLY PROHIBITED.



PREPARED FOR

verizon wireless

15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

APPROVALS

R.T.

CONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

PROJECT NAME

MICRO HEIGHTS

N/W CORNER OF DEL MAR HEIGHTS ROAD
AND MERCADO DRIVE
SAN DIEGO, CALIFORNIA 92114

SAN DIEGO COUNTY

DRAWING DATE

08/05/08 PRELIM 2D REVIEW (P1)
05/01/07 REVISED ANTENNA ELEV. (P2)
12/07/07 REVISED ANTENNA ELEV. (P3)
01/08/07 CLIENT COMMENTS (P4)

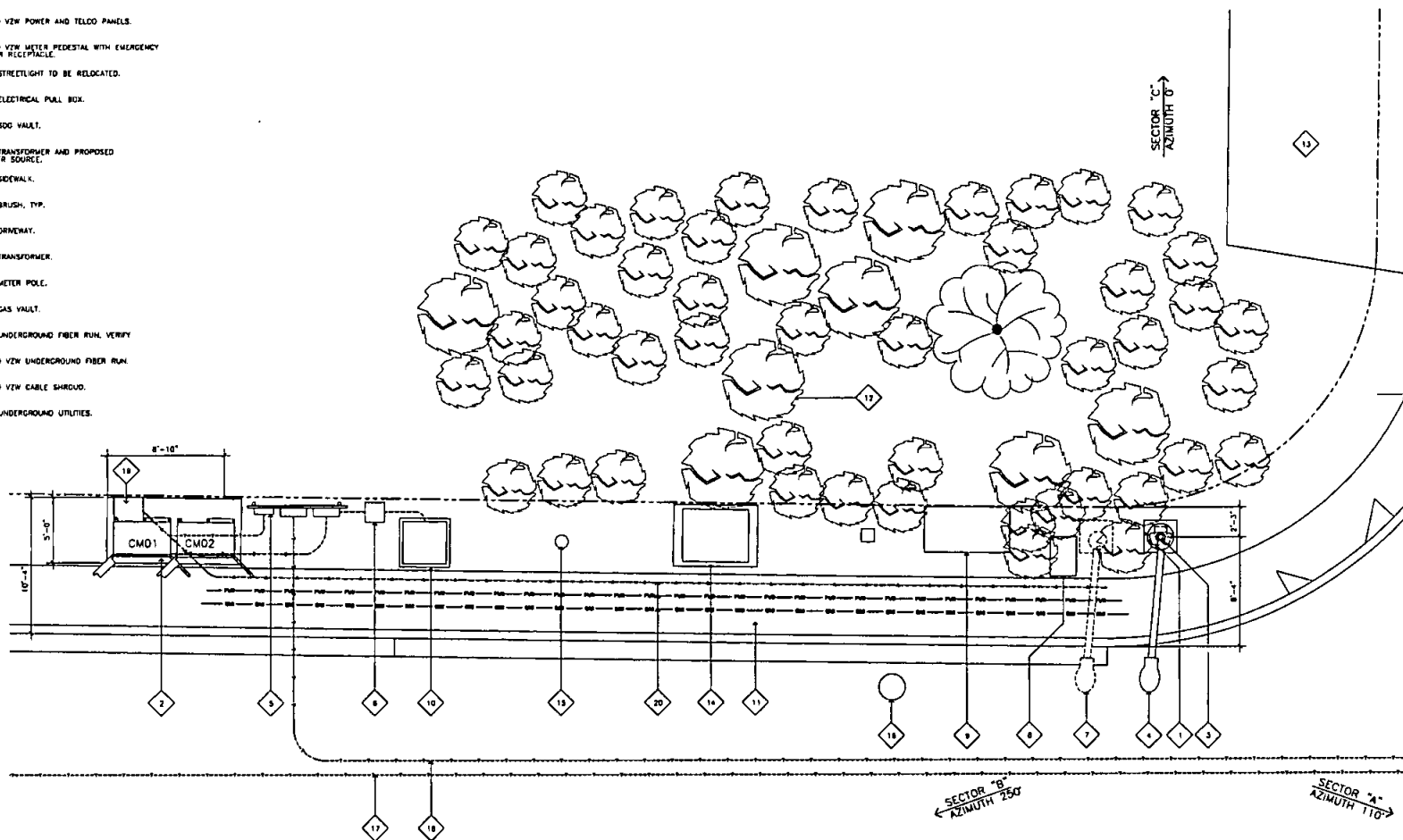
SHEET TITLE

SITE PLAN

A-0

ENLARGED SITE PLAN KEYNOTES

- 1 PROPOSED (3) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL ABOVE REPLACED STREETLIGHT.
- 2 PROPOSED (2) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 3 PROPOSED VZW GPS ANTENNA.
- 4 PROPOSED STREETLIGHT.
- 5 PROPOSED VZW POWER AND TELCO PANELS.
- 6 PROPOSED VZW METER PEDESTAL WITH EMERGENCY GENERATOR RECEPTACLE.
- 7 EXISTING STREETLIGHT TO BE RELOCATED.
- 8 EXISTING ELECTRICAL PULL BOX.
- 9 EXISTING SOG VAULT.
- 10 EXISTING TRANSFORMER AND PROPOSED VZW POWER SOURCE.
- 11 EXISTING SIDEWALK.
- 12 EXISTING BRUSH, TYP.
- 13 EXISTING DRIVEWAY.
- 14 EXISTING TRANSFORMER.
- 15 EXISTING METER POLE.
- 16 EXISTING GAS VAULT.
- 17 EXISTING UNDERGROUND FIBER RUN, VERIFY IN FIELD.
- 18 PROPOSED VZW UNDERGROUND FIBER RUN.
- 19 PROPOSED VZW CABLE SHROUD.
- 20 EXISTING UNDERGROUND UTILITIES.



ENLARGED SITE PLAN

SCALE:
1/4"=1'-0"



JRA
Jeffrey Rowe & Associates, Inc.
Architecture & Telecommunications
3 San Jacinto Plaza, Suite 150
Hesperia, California 92340
Phone: (760) 760-3820
Fax: (760) 760-3831

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.



PREPARED FOR

verizon wireless
15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

APPROVALS

R.F.

JOHNSON

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

PROJECT NAME

MICRO HEIGHTS

N/W CORNER OF DEL MAR HEIGHTS ROAD
AND MERCADO DRIVE
SAN DIEGO, CALIFORNIA 92114

SAN DIEGO COUNTY

DRAWING DATES

06/05/06 PRELIM 2D REVIEW (P1)
05/01/07 REVISED ANTENNA ELEV. (P2)
12/07/07 REVISED ANTENNA ELEV. (P3)
01/08/07 CLIENT COMMENTS (P4)

SHEET TITLE

ENLARGED SITE PLAN

A-1

06/05/06 P. 04/05/06

JRA

Jeffrey Rome & Associates, Inc.

Architecture & Telecommunications
3 San Jacinto Plaza, Suite 155
Irvine, CA 92614
Phone: (949) 760-3828
Fax: (949) 760-3831

PROPRIETARY INFORMATION
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PREPARED FOR

verizon wireless
15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

APPROVALS

R.F.

DATE

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

PROJECT NAME

MICRO HEIGHTS

N/W CORNER OF DEL MAR HEIGHTS ROAD
AND MERCADO DRIVE
SAN DIEGO, CALIFORNIA 92114

SAN DIEGO COUNTY

DRAWING DATE

06/05/06 PRELIM 2D REVIEW (P1)
03/01/07 REVISED ANTENNA ELEV. (P2)
12/07/07 REVISED ANTENNA ELEV. (P3)
01/08/07 CLIENT COMMENTS (P4)

SHEET TITLE

**ANTENNA PLAN,
ANTENNA SCHEDULE & SPECS**

A-1.1

NOT USED

SCALE:

NONE

2

7750.00 POWERWAVE TECHNOLOGIES

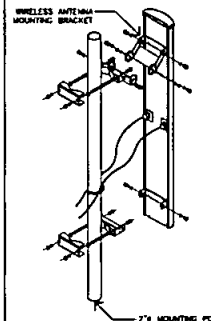
FREQUENCY (MHz) 824-960/1710-2170
GAIN 14.2/12.1 17.5/15.4
HORIZONTAL BW(°) 65
VERTICAL -3 DB BW(°) 69±6 63±1
POLARIZATION DUAL LINEAR ±45°
VSWR 1.5:1
SIZE(LXWXD(INCH/MM) 4'-7"x11"x5"/
1408X280X125
CONNECTOR TYPE 7/16 DIN FEMALE
CONNECTOR LOCATION BOTTOM

ANTENNA SCHEDULE

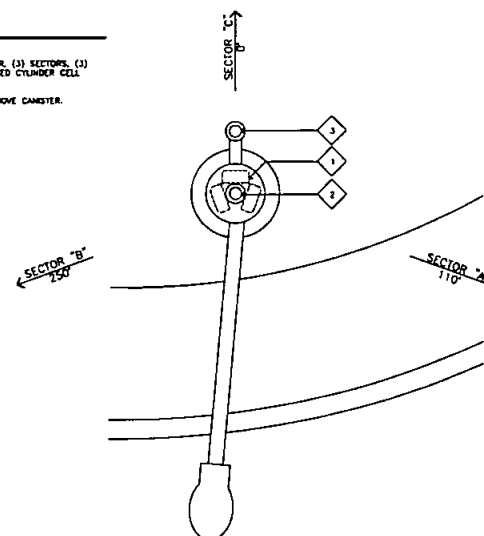
SECTOR	QUANTITY	AZIMUTH	PROPOSED ANTENNAS	COAX	TOP OF ANTENNA	EST. LENGTH	TX/RX	DIMTL.
ALPHA	1	110° DEGREES	7750.00	7/8"	30'-0" FT	90'-0" FT	TX/RX	0° DEGREES
BETA	1	250° DEGREES	7750.00	7/8"	30'-0" FT	90'-0" FT	TX/RX	0° DEGREES
GAMMA	1	0° DEGREES	7750.00	7/8"	30'-0" FT	90'-0" FT	TX/RX	0° DEGREES
FUTURE	N/A	N/A	N/A	N/A	N/A	N/A	TX/RX	0° DEGREES

ANTENNA PLAN KEYNOTES

1. PROPOSED VZW ANTENNAS. (1) PER SECTOR. (3) SECTORS. (3) ANTENNAS TOTAL. MOUNTED ABOVE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
2. PROPOSED VZW GPS ANTENNA MOUNTED ABOVE CANISTER.
3. PROPOSED RELOCATED GPS ANTENNA.



NOTES
1. SEE MANUFACTURER FOR COMPLETE SPECIFICATIONS.



SCALE:

1/2"=1'-0"



1

ANTENNA SCHEDULE AND SPECS

SCALE:

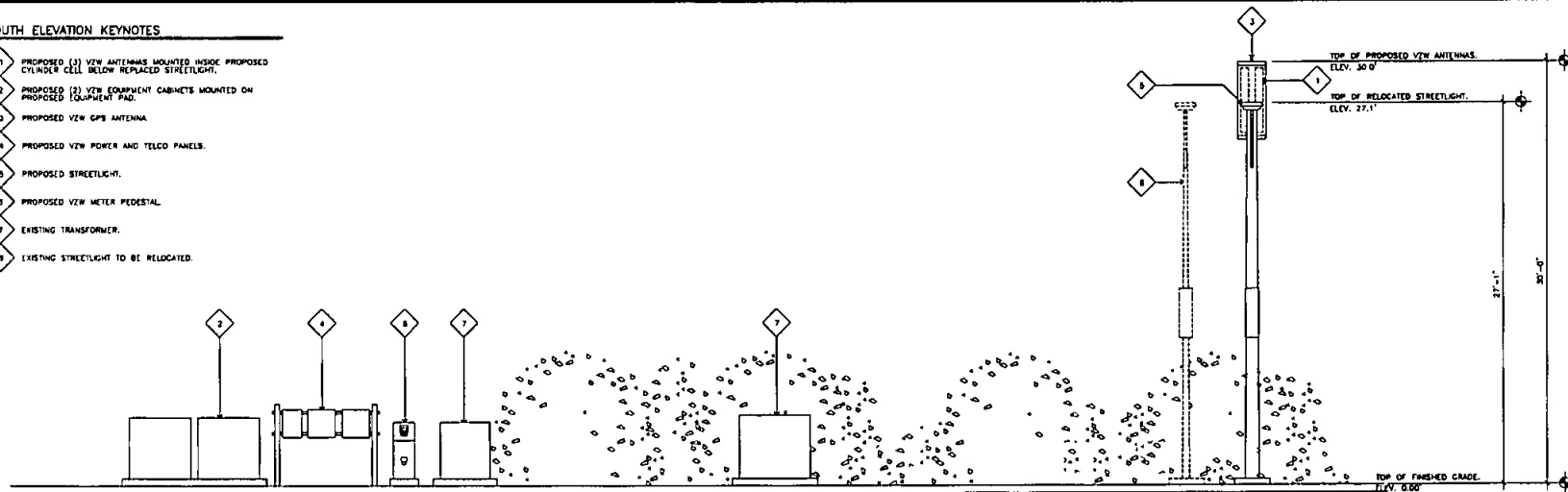
NONE

3

ANTENNA PLAN

SOUTH ELEVATION KEYNOTES

- 1 PROPOSED (2) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
- 2 PROPOSED (2) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 3 PROPOSED VZW GPS ANTENNA.
- 4 PROPOSED VZW POWER AND TELCO PANELS.
- 5 PROPOSED STREETLIGHT.
- 6 PROPOSED VZW METER PEDESTAL.
- 7 EXISTING TRANSFORMER.
- 8 EXISTING STREETLIGHT TO BE RELOCATED.

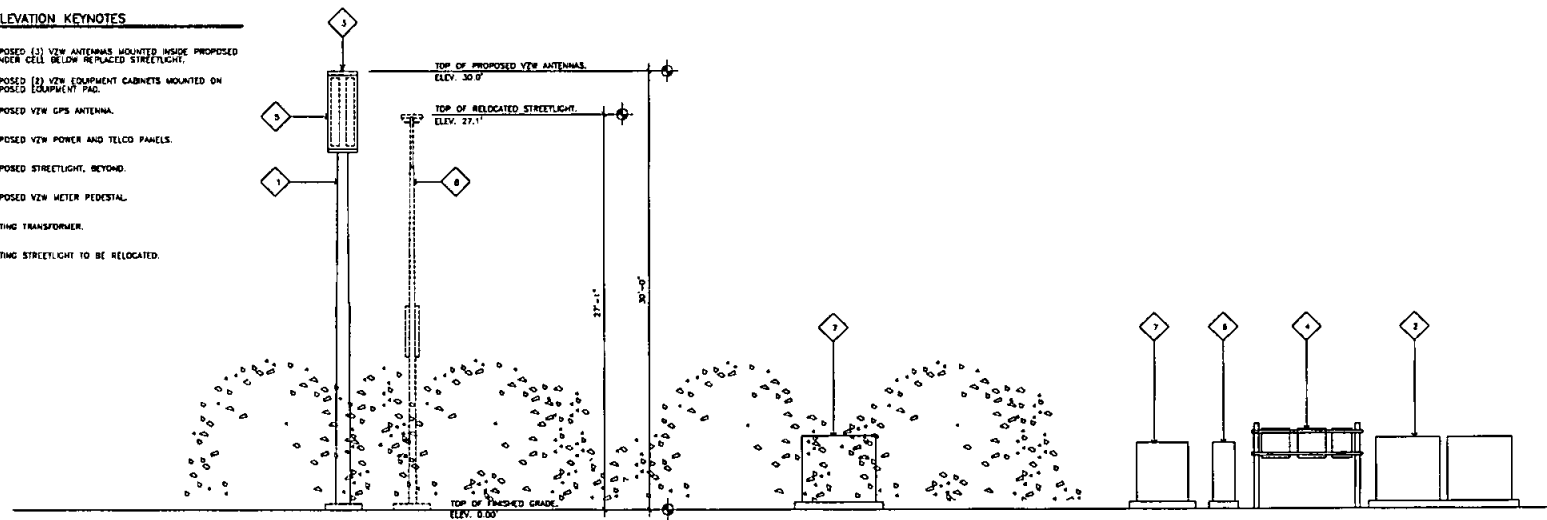


SOUTH ELEVATION

SCALE: 1/4"=1'-0" 0 2' 4' 2

NORTH ELEVATION KEYNOTES

- 1 PROPOSED (2) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
- 2 PROPOSED (2) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 3 PROPOSED VZW GPS ANTENNA.
- 4 PROPOSED VZW POWER AND TELCO PANELS.
- 5 PROPOSED STREETLIGHT, BEYOND.
- 6 PROPOSED VZW METER PEDESTAL.
- 7 EXISTING TRANSFORMER.
- 8 EXISTING STREETLIGHT TO BE RELOCATED.



NORTH ELEVATION

SCALE: 1/4"=1'-0" 0 2' 4' 1

JRA
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PROPRIETARY INFORMATION
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PREPARED FOR
verizon wireless
15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

APPROVALS
R.F. _____
OWNER _____
CONSTRUCTION _____
SITE ACQUISITION _____
OWNER APPROVAL _____

PROJECT NAME
MICRO HEIGHTS
N/W CORNER OF DEL MAR HEIGHTS ROAD
AND MERCADO DRIVE
SAN DIEGO, CALIFORNIA 92014
SAN DIEGO COUNTY

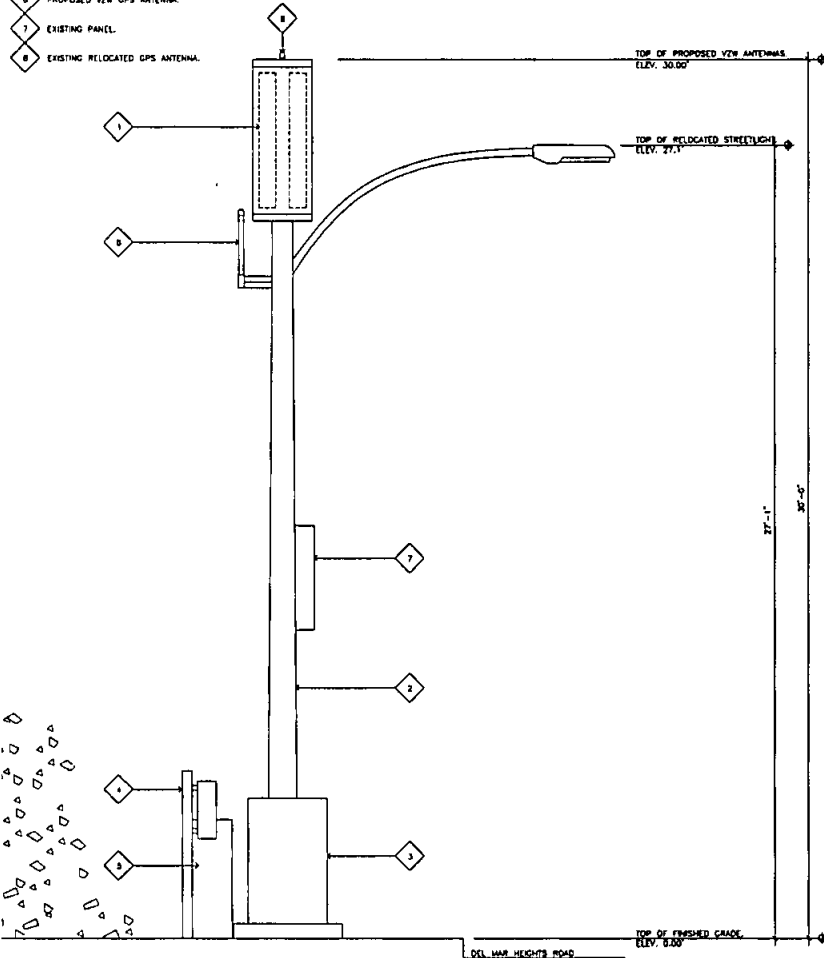
DRAWING DATES
08/09/06 PRELIM 2D REVIEW (P1)
05/01/07 REVISED ANTENNA ELEV. (P2)
12/07/07 REVISED ANTENNA ELEV. (P3)
01/08/07 CLIENT COMMENTS (P4)

SHEET TITLE
NORTH AND SOUTH ELEVATIONS

A-2

WEST ELEVATION KEYNOTES

- 1 PROPOSED (3) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
- 2 PROPOSED STREETLIGHT.
- 3 PROPOSED (2) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 4 PROPOSED VZW POWER AND TELCO PANELS.
- 5 PROPOSED VZW METER PEDESTAL.
- 6 PROPOSED VZW GPS ANTENNA.
- 7 EXISTING PANEL.
- 8 EXISTING RELOCATED GPS ANTENNA.



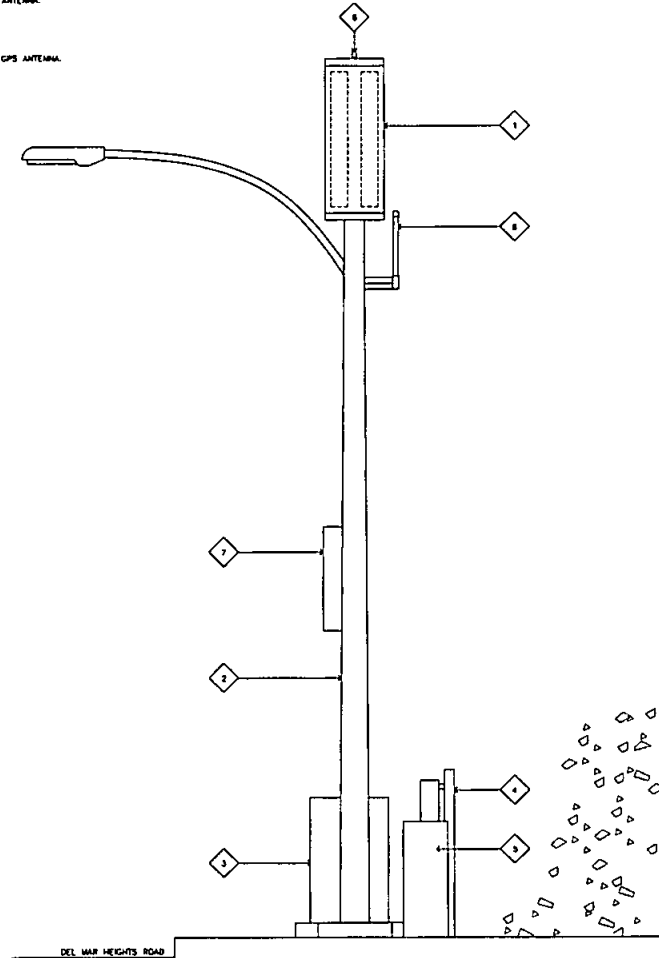
WEST ELEVATION

SCALE:
1/2"=1'-0"

2

EAST ELEVATION KEYNOTES

- 1 PROPOSED (3) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
- 2 PROPOSED STREETLIGHT.
- 3 PROPOSED (2) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 4 PROPOSED VZW POWER AND TELCO PANELS.
- 5 PROPOSED VZW METER PEDESTAL.
- 6 PROPOSED VZW GPS ANTENNA.
- 7 EXISTING PANEL.
- 8 EXISTING RELOCATED GPS ANTENNA.



EAST ELEVATION

SCALE:
1/2"=1'-0"

1

JRA
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PROPRIETARY INFORMATION
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PREPARED FOR

verizon wireless
15505 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

APPROVALS

R.F.

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

PROJECT NAME

MICRO HEIGHTS

N/W CORNER OF DEL MAR HEIGHTS ROAD
AND MERCADO DRIVE
SAN DIEGO, CALIFORNIA 92014

SAN DIEGO COUNTY

DRAWING DATES

09/05/06 PRELIM 2D REVIEW (P1)
02/01/07 REVISED ANTENNA ELEV. (P2)
12/07/07 REVISED ANTENNA ELEV. (P3)
01/08/07 CLIENT COMMENTS (P4)

SHEET TITLE

EAST AND WEST ELEVATIONS

A-3

3/20/08

COORDINATES:

LATITUDE 32°56'55.84" N
LONGITUDE 117°13'03.70" W

NAD 1983 GEODETIC COORDINATES WERE ESTABLISHED USING SURVEY GRADE "ASITECH" C.P.S. RECEIVERS AND ASITECH SURVEY GRADE PRECISION SOFTWARE FOR POST-PROCESSING.

BASIS OF BEARINGS:

THE CENTERLINE OF DEL MAR HEIGHTS RD. BEING NORTH 89°10'35" WEST PER CORNER RECORD MAP NO. 20091, RECORDS OF SAN DIEGO COUNTY.

TITLE REPORT IDENTIFICATION:

N/A

EASEMENT NOTES:

N/A

ASSESSOR'S IDENTIFICATION:

N/A

AREA:

N/A

BENCH MARK:

U.S.C.S. BENCH MARK "BM 342"

UNITED STATES GEOLOGICAL SURVEY BENCH MARK "BM 342" AS SHOWN ON THE "DEL MAR" 7.5 MINUTE QUADRANGLE MAP.

ELEVATION: 344.3 FEET A.M.S.L. (NAVD88)

LEGAL DESCRIPTION:

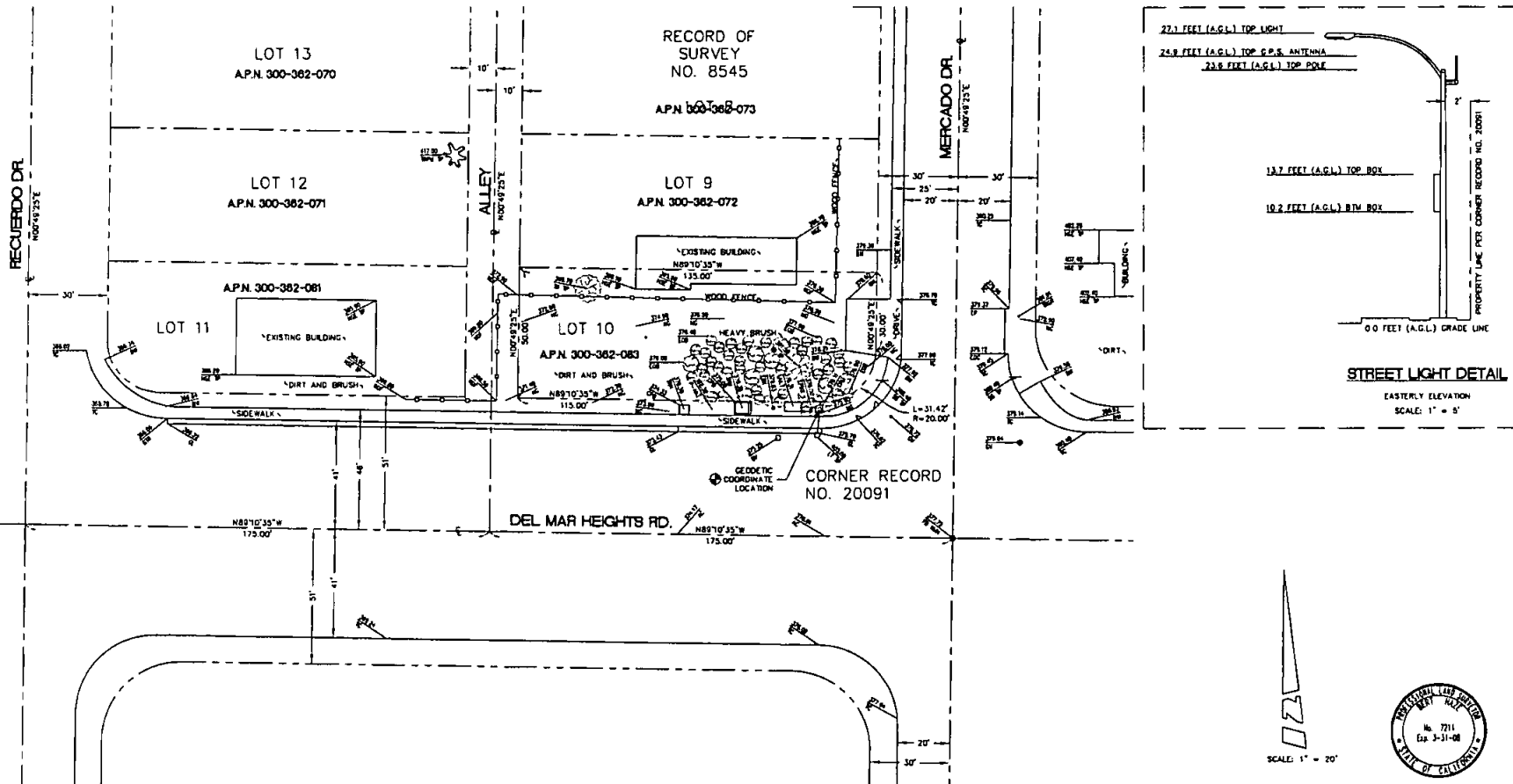
N/A

DATE OF SURVEY:

SEPTEMBER 8, 2006

LEGEND:

AC	ASPHALT CONCRETE	SS	STREET SIGN
A-PL	ANTENNA POLE	TC	TOP OF CURB
BT	BACK OF WALL	TR	TREE
CPD	CONCRETE PAD	TRN	TRANSFORMER
EB1	ELECTRICAL BOX	TRPM	PALM TREE
EDM	EDGE OF DIRT	TRSH	TELEPHONE
EDC	EDGE OF CONCRETE	ULM1	UTILITY VAULT
EP1	EDGE OF PAVEMENT	WOF	WOOD FENCE
EPH	ELECTRICAL PULL BOX	WMN	WELL MONUMENT
FB	FOUND	YL	YARD LIGHT
CL	CUTTER LIP		
GPSA	C.P.S. ANTENNA	E	CENTERLINE
GTR	GUTTER	FM	FOUND MONUMENT
GV	GAS VAULT	SL	STREET LIGHT
HSE	HOUSE	W	WOOD FENCE
LT	LIGHT	YL	YARD LIGHT
NAT	NATURAL GROUND		
SL	STREET LIGHT		



JRA

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Newport Beach, California 92660
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PROPRIETARY INFORMATION
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PREPARED BY
BERT HASE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3100 ARROYO AVENUE, SUITE 11
COSTA MESA, CALIFORNIA 92626
TEL 949-266-7000
FAX 949-266-7000
JN 822 010

verizon wireless

15505 SAND CANYON AVE.
BUILDING 101, FLOOR
RIVINE, CA 92518
PHONE (949) 286-7000

APPROVALS

R.F.

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

PROJECT NAME

MICRO HEIGHTS

PROJECT NUMBER

N/A

N/8 CORNER OF DEL MAR HEIGHTS RD. AND MERCADO DR.

SAN DIEGO, CA 92104

SAN DIEGO COUNTY

DRAWING DATES

09/15/06 ISSUED FOR REVIEW DWP

SHEET TITLE

TOPOGRAPHIC SURVEY

C-1

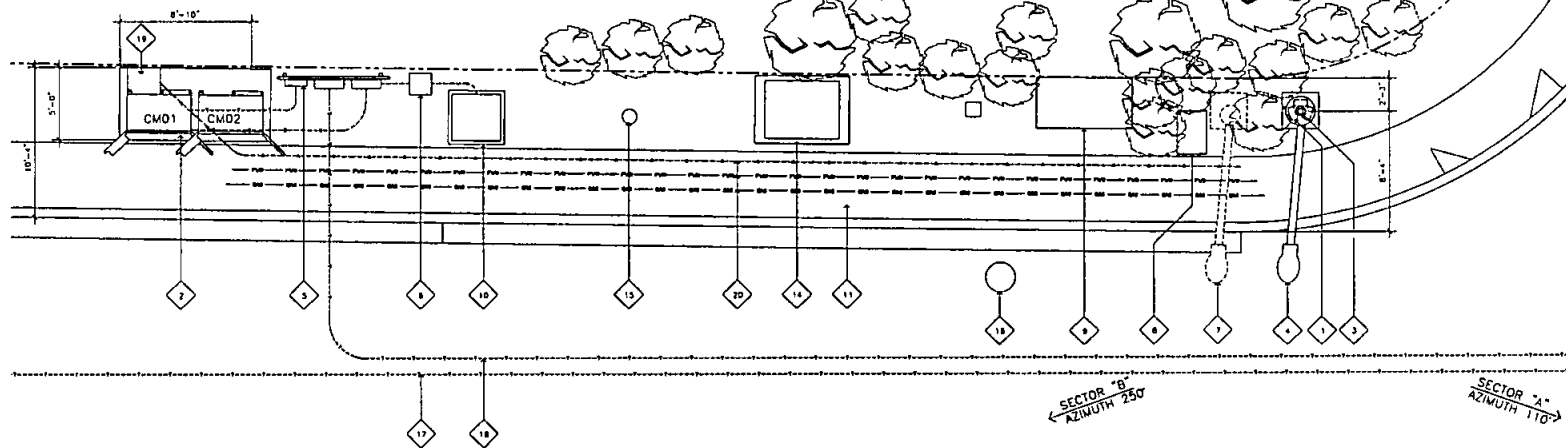
EXHIBIT B to Site Description: Equipment

- *See attached plan sheets A-1, A-1.1, A-1.2, and A-2*



ENLARGED SITE PLAN KEYNOTES

- 1 PROPOSED (2) VEH ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL ABOVE REPLACED STREETLIGHT.
- 2 PROPOSED (2) VEH EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 3 PROPOSED VEH GPS ANTENNA.
- 4 PROPOSED STREETLIGHT.
- 5 PROPOSED VEH POWER AND TELCO PANELS.
- 6 PROPOSED VEH METER PEDESTAL WITH EMERGENCY GENERATION RECEPTACLE.
- 7 EXISTING STREETLIGHT TO BE RELOCATED.
- 8 EXISTING ELECTRICAL PULL BOX.
- 9 EXISTING SDG VAULT.
- 10 EXISTING TRANSFORMER AND PROPOSED VEH POWER SOURCE.
- 11 EXISTING SIDEWALK.
- 12 EXISTING BRUSH, TYP.
- 13 EXISTING DRIVEWAY.
- 14 EXISTING TRANSFORMER.
- 15 EXISTING METER POLE.
- 16 EXISTING GAS VAULT.
- 17 EXISTING UNDERGROUND FIBER RUN, VERIFY IN FIELD.
- 18 PROPOSED VEH UNDERGROUND FIBER RUN.
- 19 PROPOSED VEH CABLE SHROUD.
- 20 EXISTING UNDERGROUND UTILITIES.



ENLARGED SITE PLAN

SCALE:
1/4"=1'-0"



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PREPARED FOR
verizon wireless
15500 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

APPROVALS
R.P.
ZONING
CONSTRUCTION
SITE ACQUISITION
OWNER APPROVAL

PROJECT NAME
MICRO HEIGHTS
N/W CORNER OF DEL MAR HEIGHTS ROAD
AND MERCADO DRIVE
SAN DIEGO, CALIFORNIA 92014
SAN DIEGO COUNTY

DRAWING DATES
06/05/06 PRELIM 2D REVIEW (P1)
03/01/07 REVISED ANTENNA ELEV. (P2)
12/03/07 REVISED ANTENNA ELEV. (P3)
01/06/07 CLIENT COMMENTS (P4)

SHEET TITLE
ENLARGED SITE PLAN

A-1

REV. 0000 P. 0000

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 Jeffrey Rome & Associates, Inc.
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 IRVINE, CALIFORNIA 92618

APPROVALS

R.F.

ZONING

CONSTRUCTION

SITE ACQUISITION

OWNER APPROVAL

PROJECT NAME

MICRO HEIGHTS

N/W CORNER OF DEL MAR HEIGHTS ROAD
 AND MERCADO DRIVE
 SAN DIEGO, CALIFORNIA 92014

SAN DIEGO COUNTY

DRAWING DATES

08/05/08 PRELIM 2D REVIEW (P1)
 03/01/07 REVISED ANTENNA ELEV. (P2)
 12/01/07 REVISED ANTENNA ELEV. (P3)
 01/06/07 CLIENT COMMENTS (P4)

SHEET TITLE

**ANTENNA PLAN,
 ANTENNA SCHEDULE & SPECS**

A-1.1

NOT USED

SCALE:
 NONE **2**

7750.00		POWERWAVE TECHNOLOGIES	
FREQUENCY (MHZ)	824-850/1710-2170		
GAIN	14.2/12.1 17.5/15.4		
HORIZONTAL BW(°)	65		
VERTICAL -3 DB BW(°)	69±6 63±1		
POLARIZATION	DUAL LINEAR ±45°		
VSWR	1.5:1		
SIZE:LXWXD(INCH/MM)	4'-7"x11"x5" / 1408X280X125		
CONNECTOR TYPE	7/16 DIN FEMALE		
CONNECTOR LOCATION	BOTTOM		

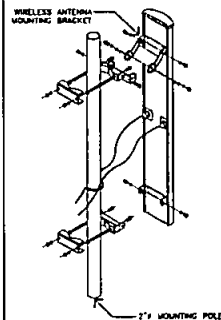
ANTENNA SCHEDULE							
SECTOR	QUANTITY	AZIMUTH	PROPOSED ANTENNAS	COAX	TOP OF ANTENNA	EST. LENGTH	TX/RX DNTLT.
ALPHA	1	110° DEGREES	7750.00	7/8"	30'-0" FT	90'-0" FT	TX/RX 0° DEGREES
BETA	1	250° DEGREES	7750.00	7/8"	30'-0" FT	90'-0" FT	TX/RX 0° DEGREES
GAMMA	1	0° DEGREES	7750.00	7/8"	30'-0" FT	90'-0" FT	TX/RX 0° DEGREES
FUTURE	N/A	N/A	N/A	N/A	N/A	N/A	TX/RX 0° DEGREES

ANTENNA SCHEDULE AND SPECS

SCALE:
 NONE **3**

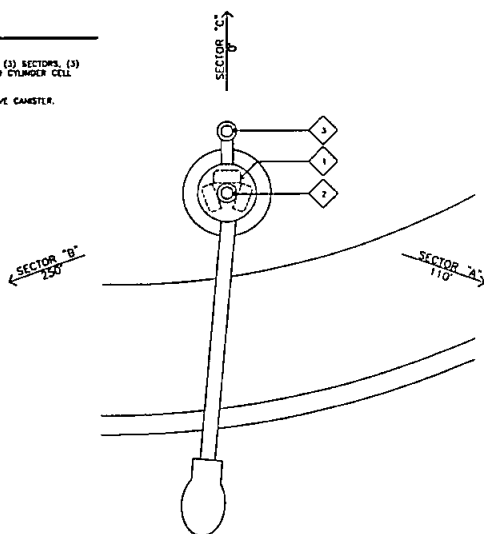
ANTENNA PLAN KEYNOTES

1. PROPOSED VZW ANTENNAS (1) PER SECTOR, (3) SECTORS, (3) ANTENNAS TOTAL, MOUNTED ABOVE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
2. PROPOSED VZW GPS ANTENNA MOUNTED ABOVE CANISTER.
3. PROPOSED RELOCATED GPS ANTENNA.



NOTES:
 1. SEE MANUFACTURER FOR COMPLETE SPECIFICATIONS

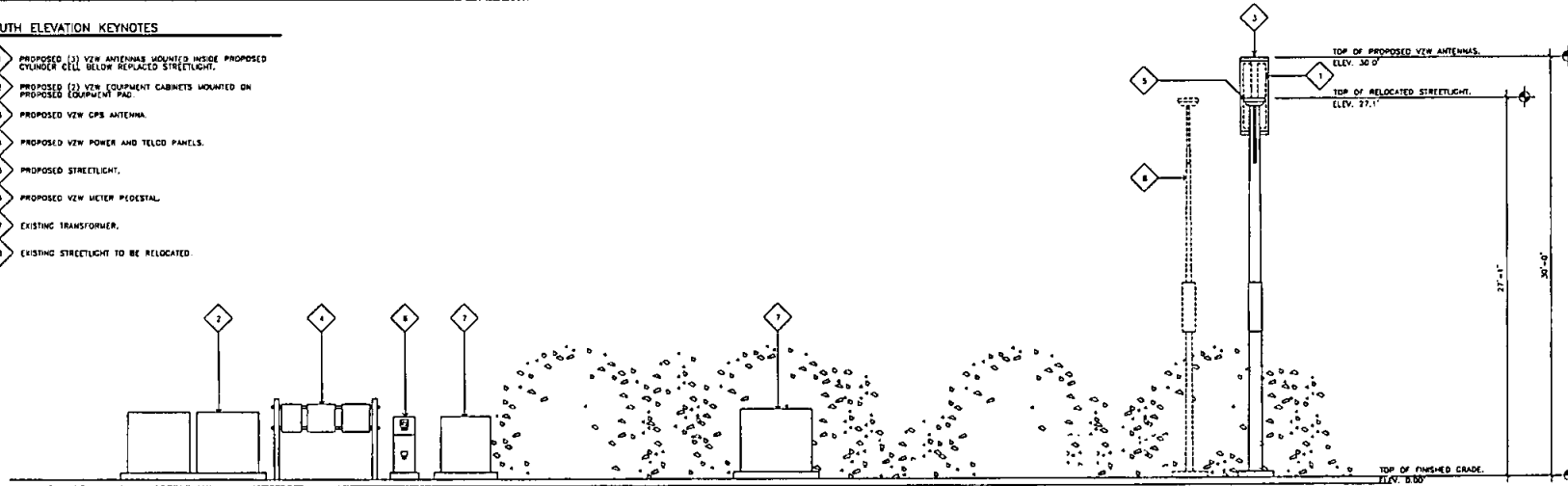
ANTENNA PLAN



SCALE:
 1/2"=1'-0" **1**

SOUTH ELEVATION KEYNOTES

- 1 PROPOSED (3) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
- 2 PROPOSED (3) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 3 PROPOSED VZW GPS ANTENNA.
- 4 PROPOSED VZW POWER AND TELCO PANELS.
- 5 PROPOSED STREETLIGHT.
- 6 PROPOSED VZW METER PEDESTAL.
- 7 EXISTING TRANSFORMER.
- 8 EXISTING STREETLIGHT TO BE RELOCATED.



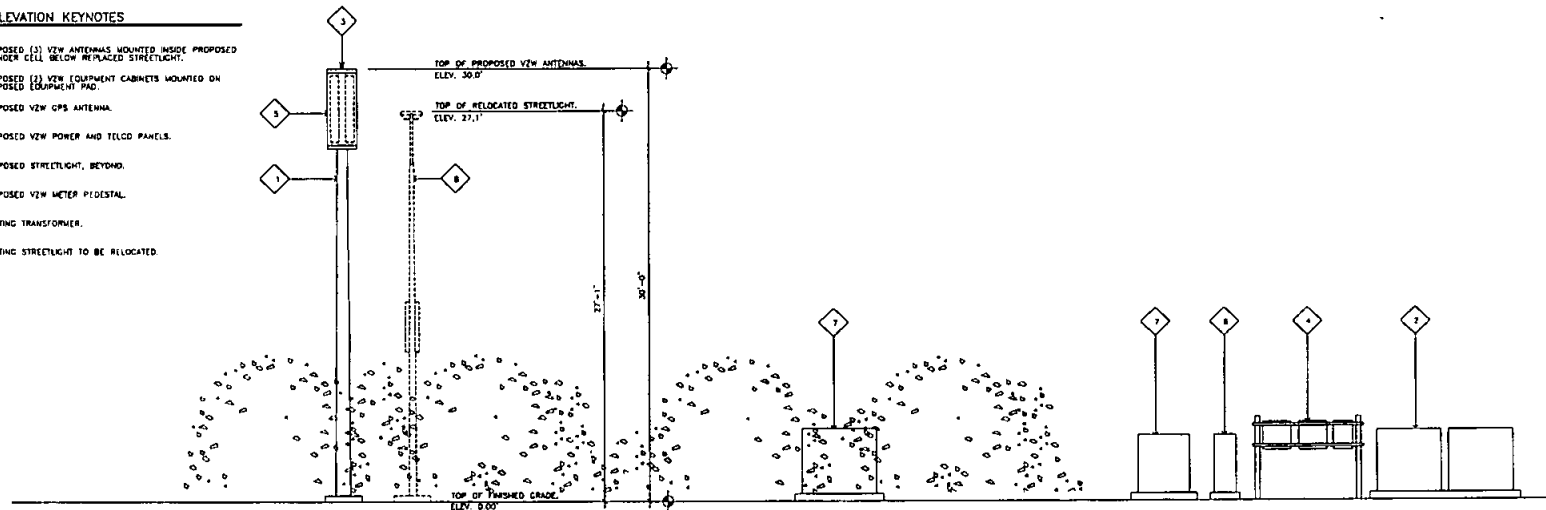
SOUTH ELEVATION

SCALE:
1/4"=1'-0" 0 2' 4'

2

NORTH ELEVATION KEYNOTES

- 1 PROPOSED (3) VZW ANTENNAS MOUNTED INSIDE PROPOSED CYLINDER CELL BELOW REPLACED STREETLIGHT.
- 2 PROPOSED (3) VZW EQUIPMENT CABINETS MOUNTED ON PROPOSED EQUIPMENT PAD.
- 3 PROPOSED VZW GPS ANTENNA.
- 4 PROPOSED VZW POWER AND TELCO PANELS.
- 5 PROPOSED STREETLIGHT, BEYOND.
- 6 PROPOSED VZW METER PEDESTAL.
- 7 EXISTING TRANSFORMER.
- 8 EXISTING STREETLIGHT TO BE RELOCATED.



NORTH ELEVATION

SCALE:
1/4"=1'-0" 0 2' 4'

1

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Hayward, CA 94541
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Fax: (415) 780-1821

PROPRIETARY INFORMATION
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PREPARED FOR

verizon wireless
13300 SAND CANYON AVENUE
IRVINE, CALIFORNIA 92618

APPROVALS

R.F. _____
ZONING _____
CONSTRUCTION _____
SITE ACQUISITION _____
OWNER APPROVAL _____

PROJECT NAME

MICRO HEIGHTS

N/W CORNER OF DEL MAR HEIGHTS ROAD
AND MERCADO DRIVE
SAN DIEGO, CALIFORNIA 92114

SAN DIEGO COUNTY

DRAWING DATES

08/05/08 PRELIM 2D REVIEW (P1)
05/01/07 REVISED ANTENNA ELEV. (P2)
12/01/07 REVISED ANTENNA ELEV. (P3)
01/08/07 CLIENT COMMENTS (P4)

SHEET TITLE

**NORTH AND SOUTH
ELEVATIONS**

A-2

Exhibit C to Site Description: Bill of Sale

THIS BILL OF SALE (the "Bill of Sale") is made as of the ____ day of _____, 200__, (the "Effective Date") by Verizon Wireless (VAW) LLC, dba Verizon Wireless, with a mailing address of 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate ("Verizon Wireless") in favor of the City of San Diego, with a mailing address of 1200 Third Avenue, Suite 1700, San Diego, CA 92101 ("City").

For good and valuable consideration received by Verizon Wireless, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Verizon Wireless hereby sells, assigns, transfers, conveys and delivers to City all of Verizon Wireless' right, title and interest in and to the approximately thirty-three foot (33') tall light standard more particularly described and constructed on the land located at the North/West corner of Del mar Heights and Mercado Road, San Diego, CA 92130, and each and every component thereof (the "Light Standard").

2. Verizon Wireless hereby represents and warrants to the best of Verizon Wireless' current, actual knowledge as follows:

(a) Verizon Wireless owns and has merchantable title to the Light Standard free and clear of all any and all liens, encumbrances and rights of third parties; and

(b) The Light Standard complies with all applicable laws, and was constructed substantially in accordance with the plans and specifications approved by City.

3. Except as set forth in the immediately preceding paragraph, the Light Standard being transferred hereunder is transferred "as is" without any representations or warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose.

IN WITNESS WHEREOF, Verizon Wireless has executed this Bill of Sale as of the day and year first written above.

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Name: Keith A. Surratt
Title: West Area Vice President, Network