



**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

between

THE CITY OF SAN DIEGO

and

Mobilitie Investments III, LLC

**At
Silverwing Recreation Center
3737 Arey Drive, San Diego, CA 92154
(SD06183)**

**CITY OF SAN DIEGO
TELECOMMUNICATIONS LEASE**

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

RECITALS

A. CITY owns certain real property commonly known as **Silverwing Recreation Center**, located at 3737 Arey Drive in the City of San Diego, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

B. LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to operate, and maintain a new wireless communications facility on non-contiguous portions of the Premises, totaling approximately 279 square feet (the "Site"), as described and depicted in the Site plans attached hereto as Exhibit B and incorporated herein by reference (the "Site Plans").

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

AGREEMENT

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

1. DEFINITIONS.

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

- 1.1. "Communications Equipment" means the antenna support structure, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures that LESSEE will construct and maintain on the Site, more particularly described and depicted in the Site Plans attached as Exhibit B.
- 1.2. "Hazardous Substances" means any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 1.3. "CITY Contact" means the CITY'S Park and Rec. Supervisor or designee. For purposes of this Lease, the CITY Contact is currently Steve Palle, who can be contacted at (619) 235-1165.

- 1.4. "Gross Revenue" – any and all income and other consideration collected, received, or in any manner gained or derived by LESSEE from, or in connection with, the Site, either directly by LESSEE or indirectly through a reseller, if any, to customers of telecommunications services within the City of San Diego or to wireless carrier customers, including any imputed revenue derived from commercial trades and barter equivalents to the full retail value of the telecommunications services provided by LESSEE. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which may be paid to or collected for federal, state, or local government, exclusive of the Annual Rent (defined in Section 5 below) paid to CITY as provided herein; (b) retail discounts or other promotions; (c) non-collectable amounts due LESSEE or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

2. LEASED PROPERTY.

- 2.1. Lease of Site. Under the terms and conditions of this Lease, CITY leases to LESSEE and LESSEE leases from CITY, the Site.
- 2.2. Access to Site. Unless otherwise provided, LESSEE, its agents, employees, contractors, guests, and invitees may enter the Premises on a 24-hour, non-exclusive basis to access the Site.
- 2.3. Memorandum of Lease. Upon LESSEE'S request, CITY shall execute and deliver to LESSEE a "Memorandum of Lease," substantially in the form attached hereto as Exhibit C, which LESSEE may record in the Office of the San Diego County Recorder.

3. USES.

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

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

4. TERM.

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

- 4.1. Holdover. Any holding over by LESSEE (PERMITTEE) after expiration or termination shall not be considered as a renewal or extension of this lease. The

occupancy of the Site after expiration or termination shall be month-to-month, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover at will. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any such increase in rent shall be given in writing at least thirty (30) days prior to becoming effective.

- 4.2. Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall surrender the Site to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from LESSEE'S Operations, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of LESSEE'S Operations. Except otherwise stated in Section 31, below, LESSEE shall surrender the Site in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

LESSEE shall pay to CITY rent in the amount of \$38,000 (thirty eight thousand dollars) 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	\$39,330.00
Lease Year Three	\$40,706.55
Lease Year Four	\$42,131.28
Lease Year Five	\$43,605.87
Lease Years Six – Ten	Market Rent Adjustments by Appraisal

The above rent schedule reflects an annual rent escalation equal to three and one-half percent (3.5%) above the annual rent for each preceding Lease Year. For the sixth through the tenth Lease Years, the rent may be adjusted upward pursuant to the "Market Rent Adjustments by Appraisal" section, below.

- 5.1. Market Rent Adjustments by Appraisal. At the end of the fifth Lease Year, the annual rent for the sixth Lease Year shall be adjusted to equal the then existing market rent as determined by an appraisal, which adjustment shall be effective as of the first day of the sixth Lease Year ("Adjustment Date"). Such appraisal shall be performed by a licensed staff appraiser of CITY'S Real Estate Assets Department ("READ") or by a California State Certified General Real Estate Appraiser who is confirmed by READ as being competent in determining market rent for telecommunications sites, properties, and leases ("Qualified Appraiser") and shall be in conformance with Uniform Standards of Professional Appraisal Practice. In establishing the market rent for the Site, the Qualified Appraiser shall base the valuation on an appraisal not more than six (6) months old, as of the Adjustment Date, prepared by surveying comparable market rents for similar leased facilities in Southern California or other comparable market areas. If the

appraisal is not completed prior to the Adjustment Date, 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) calendar days after determination of the new rental rate. In no event shall the adjusted rent be less than the rent in effect immediately prior to the Adjustment Date. Once adjusted, the annual rent for the remaining Lease Years shall increase on each anniversary of the Adjustment Date by an amount equal to three and one-half percent (3.5%) of the annual rent paid in the preceding Lease Year. In lieu of the above adjustment to market rent, CITY may determine that no market value adjustment is necessary and waive the requirement for an appraisal, in which case, the rent for each following Lease Year of the Term shall be set at three and one-half percent (3.5%) above the annual rent for each preceding Lease Year. In no event shall the rent ever decrease from the rental rate established for the previous Lease Year.

- 5.2. Time and Place of Payment. Rent is due annually in advance on or before the first day of each Lease Year. All rents required by this Lease shall be made payable to the City Treasurer and mailed to:

The City of San Diego
Office of the City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

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

LESSEE shall include CITY'S customer account number for LESSEE on the rent payment so CITY can apply the rent to the appropriate account. The place of payment may be changed at any time by CITY upon thirty (30) calendar days' prior written notice to LESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 5.3. Invoicing Courtesy. CITY may invoice LESSEE for amounts payable under this Lease. However, any such invoicing shall be deemed a courtesy only; LESSEE shall make all payments under this Lease on or before each applicable due date, regardless of being invoiced. No grace period shall apply to any amount payable under this Lease.
- 5.4. Delinquent Rent. If LESSEE fails to pay rent when due, LESSEE shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If the rent is

still unpaid after fifteen (15) days past due, LESSEE shall pay an additional five percent (5%) (being a total of ten percent (10%)), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of LESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

- 5.5. Rent for Additional Sub-leases. In addition to the Annual Rent, if LESSEE subleases the Site pursuant to Section 24.2.2 of this Lease, LESSEE shall pay to CITY, on an annual basis, a "Gross Revenue Fee" equal to fifty percent (50%) of LESSEE'S Gross Revenue received by LESSEE from each wireless carrier customer for the Site. The Gross Revenue Fee paid to CITY shall not include any CITY administrative fees such as permit fees, inspection fees, business taxes, other regulatory charges, or the Annual Rent paid pursuant to this Lease.

- 5.5.1. Yearly Gross Revenue Fee Statement. If LESSEE enters into a sublease pursuant to Section 24.2.2, LESSEE will furnish to CITY with each payment of Gross Revenue Fee a statement, executed by an authorized officer of LESSEE, which includes a list of each of LESSEE'S wireless carrier customers for the Site covered under this Lease, the corresponding revenue received by LESSEE from each wireless carrier customer for the Site covered under this Lease and the corresponding Gross Revenue due to the CITY. If LESSEE or CITY discovers any errors in the amount of compensation due, CITY will be paid within thirty (30) calendar days of discovery of the error.

- 5.6. Processing Fee. LESSEE shall pay CITY a one-time, non-refundable Long-Term processing fee of Four Thousand Nine hundred Twenty Dollars (\$4,920), payable upon full execution of this agreement and delivered to the Real Estate Assets Department at Civic Center Plaza, 1200 Third Avenue, Suite 1700, San Diego, CA 92101. Payment should be made payable to the City Treasurer.

- 5.7. Financial Records. LESSEE shall maintain, in accordance with generally accepted accounting practices, complete and accurate financial records showing all receipts from its use of the Site. LESSEE shall make any and all of its records and accounts relating to its use of the Site available to CITY for inspection at a reasonable location and time, which shall be in the City of San Diego, so that CITY can determine LESSEE'S compliance with this Lease. LESSEE'S failure to keep and maintain records and make them available for inspection by CITY shall be a default of this Lease. LESSEE shall maintain all records and accounts for a minimum period of five (5) years past the expiration or earlier termination of this Lease. This section shall survive the expiration or earlier termination of this Lease.

6. QUIET POSSESSION.

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

7. INSURANCE

LESSEE shall not begin any work on the Premises or Site until it has: (a) provided to CITY insurance certificates reflecting evidence of all insurance required below; however, the CITY reserves the right to request, and the LESSEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed with CITY that all policies contain the specific provisions required below. LESSEE'S liabilities, including but not limited to LESSEE'S indemnity obligations, under this Lease, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Lease and LESSEE'S failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by the CITY. The LESSEE shall not modify any policy or endorsement thereto which increases the CITY'S exposure to loss for the Term.

7.1. Types of Insurance: At all times during the term of this Lease, the LESSEE shall maintain insurance coverage as follows:

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

b. Commercial Automobile Liability. For all of the LESSEE'S automobiles including owned, hired and non-owned automobiles, the LESSEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

c. Causes of Loss - Special Form Property Insurance. LESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of the insurable property constructed and/or installed by LESSEE or at LESSEE'S direction on the Premises in an amount to cover 100 percent (100%) of the replacement cost. LESSEE shall deliver a certificate of such insurance to CITY'S Real Estate Assets Department.

- c. Workers' Compensation. For all of the LESSEE'S employees who are subject to this Lease and to the extent required by the applicable state or federal law, the LESSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the LESSEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives
- 7.2 Deductibles: All deductibles on any policy shall be the responsibility of the LESSEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.
- 7.3 Acceptability of Insurers: Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 7.4 Modification: To assure protection from and against the kind and extent of risk existing with LESSEE'S Operations, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LESSEE thirty (30) days prior written notice. LESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY'S reasonable re-evaluation of risk levels related to the Site.
- 7.5 Accident Reports: LESSEE shall immediately report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the LESSEE'S Operations. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 7.6 Required Endorsements: The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Lease.
- 7.6.1 Commercial General Liability Insurance Endorsements:
- i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by LESSEE or on LESSEE's behalf, (b) LESSEE's products, (c) LESSEE's work, including but not limited to LESSEE's completed operations performed by LESSEE or on LESSEE's behalf, or (d) premises owned, leased, controlled or used by LESSEE.

ii. Primary and Non-Contributory Coverage: The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of LESSEE'S insurance and shall not contribute to it.

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

7.6.2 Automobile Liability Insurance Endorsements:

i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the LESSEE.

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

7.6.3 Worker's Compensation Insurance Endorsements:

i. Waiver of Subrogation: The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.

8. ACCEPTANCE OF SITE.

LESSEE represents and warrants that LESSEE has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. LESSEE agrees that LESSEE is relying solely on its independent inspections, tests, investigations, and observations in entering into this Lease. LESSEE acknowledges that the Site is in the condition called for herein and that LESSEE shall not hold CITY responsible for any defects, whether apparent or latent, at the Site. LESSEE has been given the opportunity to investigate the Site for the presence of any Hazardous Substances,

including, without limitation, the opportunity to perform soil borings and other tests. LESSEE shall notify CITY if LESSEE'S investigations indicate the presence of any Hazardous Substances on the Site. LESSEE waives any claims against CITY which may result from the presence of Hazardous Substances on the Premises or Site.

9. SITE PLANS.

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

10. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the Site Plans, LESSEE shall not construct any improvements, structures, or installations on the Site, or make any alterations to the Site (with the exception of necessary maintenance and/or repairs that does not include swapping out or replacing any of the Communications Equipment) without CITY'S prior written consent. LESSEE shall not make any structural or architectural design alterations to approved improvements, structures, or installations on the Site without CITY'S prior written consent.

- 10.1. Landscaping. LESSEE shall install landscaping and irrigation (collectively, "Landscaping") on the Site in conformance with the description of the Site and Premises set forth in Exhibit A and the approved Site Plans set forth in Exhibit B. The installation of irrigation shall include connection to CITY'S existing irrigation system at the Site. LESSEE shall maintain the Landscaping installed on the Premises or Site to the reasonable satisfaction of the CITY Contact for a period of two (2) years from the date the Landscaping passes final inspection by CITY. The Landscaping shall be maintained in accordance to CITY'S landscape standards, attached hereto as Exhibit G, except that CITY will be responsible for watering the Landscaping during this two-year period. After the two-year period, CITY will maintain the Landscaping installed on the Premises or Site for the remainder of the Term.
- 10.2. Alterations to Communications Equipment. LESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance that does not include swapping out or replacing any the Communications Equipment, unless: (1) LESSEE obtains CITY'S prior written consent, which shall be granted in the CITY'S sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibits D and E. Nothing in this section shall be construed to eliminate LESSEE'S obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY'S Development Services Department or any other governmental agency.
- 10.3. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations on the Site, LESSEE shall inform permitting authorities, in writing, that the Premises are CITY-owned property. If requested by LESSEE, CITY will reasonably cooperate in providing

written confirmation that LESSEE is authorized to use the Site for LESSEE's Operations, at LESSEE'S sole cost and expense, when necessary for LESSEE to petition the appropriate public bodies for all federal, state, and local permits, licenses and other approvals necessary to operate under this Lease.

- 10.4. Repair and Restoration. Nothing in Section 10 shall relieve LESSEE of any obligation under this Lease to maintain the Site in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements.

11. COMPETENT MANAGEMENT.

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

12. COMPLIANCE WITH LAWS AND POLICIES.

- 12.1. General. LESSEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. LESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. Upon receipt of same, LESSEE shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to LESSEE.
- 12.2. Nondiscrimination. LESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
- 12.3. Equal Benefits. LESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. To the extent so required by the San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Lease.

13. WATER QUALITY ASSURANCES.

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

Management and Discharge Control Ordinance (San Diego Municipal Code Sections 43.0301 to 43.0312).

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

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

14. TELECOMMUNICATIONS PROVISIONS.

- 14.1. Radio Frequency Radiation. LESSEE shall maintain any radio frequency ("RF") radiation associated with the wireless communications facility within the levels allowed by federal regulations set forth in Section 1.1310 of Title 47 of the Code of Federal Regulations. Any area within one thousand (1,000) feet of any RF transmitting antenna on the wireless communications facility, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated in CFR Title 47 for General Population/Uncontrolled Exposure. LESSEE shall report to CITY any areas discovered by LESSEE to exceed such federally mandated limits. LESSEE shall defend and hold the CITY harmless for any liabilities, fines or other penalties claimed or imposed against the CITY that result from the existence of excessive levels of radiation that are caused in whole or in part, or contributed to, by LESSEE'S Operations. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. Additional information regarding these exposure limits can be found in the FCC's OET Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields," and in supplements to Bulletin 65, all available at the FCC's Internet Web site: <http://www.fcc.gov/oet/rfsafety>.
- 14.2. Radio Frequency Interference. LESSEE shall comply with all requirements set forth in Exhibit D, which may be updated from time to time in CITY'S sole discretion. LESSEE warrants that LESSEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses at the Premises.
- 14.3. Industry Standards. LESSEE shall perform LESSEE'S Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, LESSEE shall comply with the following supplemental requirements:

- 14.3.1. LESSEE shall remove all trash and debris from the Site and/or Premises at the end of each workday;
- 14.3.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
- 14.3.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users at the Premises; and
- 14.3.4. LESSEE shall comply with the requirements set forth in Exhibit E with respect to LESSEE'S Operations. City may, in its sole discretion, update Exhibit E from time to time.
- 14.4. Other Facilities. LESSEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) located on the Premises without CITY'S prior consent.
- 14.5. Interference with CITY Operations or Public Use. LESSEE'S Operations shall not interfere with CITY operations or the public's use of CITY-owned property.

15. WASTE, DAMAGE, OR DESTRUCTION.

LESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Site and/or Premises, either during or after the completion of construction of approved improvements. LESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with LESSEE'S Operations. LESSEE shall keep the Site and/or Premises clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Site and/or Premises is damaged by any cause that puts the Site and/or Premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE shall make, or cause to be made, full repair of the damage and restore the Site and/or Premises to the condition which existed prior to the damage; or, at CITY'S option, LESSEE shall clear and remove from the Site and/or Premises all debris resulting from the damage and restore the Site and/or Premises in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. LESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site and/or Premises as soon as practicable, but no later than ten (10) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Site within sixty (60) calendar days after such occurrence. Failure to timely repair damage to the Site and/or Premises will be considered a default under the Lease.

16. HAZARDOUS MATERIALS.

LESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Site and/or Premises by any of LESSEE'S officers, employees, agents, contractors, invitees and guests. LESSEE and LESSEE'S officers, employees, agents, contractors, invitees and guests

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

- 16.1 Release. For all purposes of this Lease, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 16.2 Remediation. If LESSEE'S occupancy, use, development, maintenance, or restoration of the Site results in a release of a Hazardous Substance, LESSEE shall pay all costs of remediation and removal to the CITY'S satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.3 Removal. If LESSEE or LESSEE'S officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Site and/or Premises, LESSEE shall remove all Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Lease. CITY reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Site. LESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 16.4 Indemnity. LESSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S occupancy, use, development, maintenance, or restoration of the Site and/or Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LESSEE'S officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 16.5 Notice of Release. If LESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Site and/or Premises, LESSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LESSEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation

or law. If LESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, LESSEE shall take all actions necessary to alleviate the danger. LESSEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Site.

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

17. SIGNS.

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

18. MAINTENANCE.

LESSEE shall, at its sole cost and expense, continuously maintain the Site throughout the Term. In doing so, LESSEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Site in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be

completed to the satisfaction of CITY, in conformance with the description of the Site and Premises set forth in Exhibit A, the approved Site Plans set forth in Exhibit B, Park Maintenance Standards in Exhibit G and in compliance with all applicable codes and standards of CITY, state, and federal agencies. This provision is not meant to supersede the obligations of the Parties stated in Section 10.1 in regards to Landscaping.

- 18.1. CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Site at any time. If CITY performs such maintenance, CITY shall provide LESSEE with at least forty-eight (48) hours' notice prior to commencing the work (except in the event of an emergency, in which case, no prior notice shall be required, but CITY shall give LESSEE notice as soon as reasonably possible thereafter), and LESSEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance on the Site.
- 18.2. Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit F, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

19. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY'S interest in the Site, or to inspect the operations conducted on the Site. Except in the case even of an emergency, CITY must provide LESSEE with at least forty-eight (48) hours' notice prior to entering any locked portion of the Site that is not accessible to the public. If CITY'S entry or inspection discloses that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to LESSEE, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at LESSEE'S sole cost and expense, and LESSEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that the Site are not in a decent, safe, healthy, and sanitary condition, CITY may, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. The bond shall be in an amount adequate, in CITY'S opinion, to correct the unsatisfactory condition. LESSEE shall pay the cost of the bond. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Lease.

20. UTILITIES.

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

21. TAXES.

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

22. SUPERIOR INTERESTS.

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

23. ENCUMBRANCES.

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

- 23.1. Use of Loan Proceeds. A reasonable portion of such loan proceeds may be disbursed for payment of incidental costs of installing LESSEE'S wireless communication facilities on the Site, including, but not limited to, the following: off-site improvements for service of the Site; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs, such as discounts, interest, and commissions; and architectural, engineering, and attorney fees and other normal expenses incidental to such installation.
- 23.2. Subsequent Encumbrances. After the Site is fully developed, as contemplated by this Lease and to CITY'S satisfaction, if LESSEE proposes a subsequent encumbrance on its leasehold estate hereunder, then CITY'S consent thereto may be subject, in CITY'S sole discretion and without limitation, to increasing the rent to then-current market rates. LESSEE may use the proceeds from any such subsequent encumbrance for any purpose approved by CITY.
- 23.3. Acceptance of Approved Mortgagee or Beneficiary. Upon a foreclosure or transfer in lieu of foreclosure of a CITY-approved encumbrance, CITY shall accept the

approved mortgagee or beneficiary as the “LESSEE” under this Lease, with all rights and obligations thereof granted and imposed herein. Such mortgagee or beneficiary may assign its interest in this Lease to its nominee if CITY deems, in its sole discretion, such nominee to be a reputable, qualified, and financially responsible person.

23.4. Encumbrance Approved by CITY. Any CITY-approved encumbrance shall be subject and subordinate to all of the terms, covenants, and conditions of this Lease, and shall not be deemed to amend or alter any such term, covenant, or condition. LESSEE acknowledges that pursuant to City Charter section 225, each person having an interest in this Lease shall be subject to CITY’S review and approval.

23.5. Liens. LESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with LESSEE’S use, improvement, alteration, maintenance, or repair of the Site, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If LESSEE’S use, improvement, alteration, maintenance, or repair of the Site results in a lien or notice of lien being filed against the Premises and/or Site LESSEE shall, within five (5) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

24. ASSIGNMENT AND SUBLETTING.

24.1. Assignment.

24.1.1. For the purposes of this section, “Assignment” shall include, without limitation, the transfer of any interest in this Lease by LESSEE or by any partners, principals, or controlling shareholders of LESSEE, and, if LESSEE is other than a natural person, the transfer of a controlling interest in LESSEE or any of LESSEE’S general partners, principals, or controlling shareholders.

24.1.2. LESSEE shall not assign this Lease, or any interest in this Lease, without CITY’S prior written consent, which consent shall be in CITY’S sole discretion. LESSEE shall not assign this Lease, or any interest in this Lease, to any person or entity engaged in the design, development, construction, operation, sale, and/or leasing of telecommunication towers or poles.

24.1.2.1 Notwithstanding the foregoing, the transfer of the rights and obligations of LESSEE to a parent, subsidiary, or other affiliate of LESSEE or to any successor in interest or entity acquiring fifty-one (51%) or more of LESSEE’S stock or assets (collectively “Exempted Transfers”) shall not be deemed an assignment for the purposes of this Lease and therefore shall not require the consent of CITY, provided that LESSEE reasonably demonstrates to CITY’S lawfully empowered designee the

following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of LESSEE immediately prior to the transfer; (ii) any such transferee assumes all of LESSEE'S obligations hereunder, and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with LESSEE'S management team, in the provision of telecommunications or similar services, evidences an ability to operate LESSEE'S network and fulfill LESSEE'S obligations under the Lease. LESSEE shall give at least thirty (30) days prior written notice (the "Exempted Transfer Notice") to CITY of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why LESSEE believes the Exempted Transfer criteria have been satisfied. CITY shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that LESSEE gives CITY its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until CITY has received from LESSEE any and all additional information CITY may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as CITY gives LESSEE notice in writing of the additional information CITY requires within fifteen (15) days after CITY'S receipt of the original Exempted Transfer Notice. If CITY fails to act upon LESSEE'S Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the forgoing provisions) such failure shall be deemed an affirmation by CITY that LESSEE has in fact established compliance with the Exempted Transfer Criteria to CITY'S satisfaction.

- 24.1.3. CITY'S consent to any Assignment pursuant to Section 24.1.2 shall be conditioned upon the assignee agreeing, in writing, that it will assume the rights and obligations assigned, and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired.
- 24.1.4. LESSEE shall not permit any person or entity (other than the employees, agents, contractors, City approved sub-lessees and their contractors, and/or guests of LESSEE) to use or occupy the Site, or any part of the Premises.
- 24.1.5. Consent by CITY to any Assignment of this Lease pursuant to Section 24.1.2 shall not be deemed to be consent to any subsequent Assignment to the same or any other person.

- 24.1.6. Neither this Lease nor any interest herein shall be assignable as to LESSEE'S interest herein by operation of law, without CITY'S prior written consent.
- 24.1.7. Any Assignment of this Lease, or any use or occupancy of the Site and/or Premises by any other person or entity, in violation of the foregoing provisions (Sections 24.1.1 through 24.1.6) shall be void and a default of this Lease, and CITY may thereupon terminate this Lease.
- 24.2. Subletting. LESSEE shall not sublet, in whole or in part, the Site, or any right or appurtenant privilege to the Site, except as provided herein,
- 24.2.1. City hereby acknowledges and consents to the sublease and current use and occupancy of the Site by **T-Mobile West LLC, a Delaware limited liability company** ("SUBLESSEE") without any additional consideration. The use and occupancy of the Site by SUBLESSEE is subject to all terms and conditions of this Lease. The sublease will be and shall remain subject and subordinate to this Lease, as may be amended from time to time. If there is a conflict between the sublease and this Lease, the terms, conditions, and obligations of this Lease shall control. CITY'S consent to the sublease with SUBLESSEE shall be subject to the following terms and conditions:
- 24.2.1.1 The sublease shall not release LESSEE from any liability, whether past, present, or future, under this Lease as to the Site or any portion thereof;
- 24.2.1.2 The sublease shall not authorize any additional uses of the Site, or allow additional Communications Equipment be installed on the Site, which are not authorized in this Lease;
- 24.2.1.3 The sublease shall not alter the primary liability of LESSEE to pay the rent and perform all of LESSEE's obligations under this Lease;
- 24.2.1.4 The sublease shall not be construed as a waiver of CITY's right to consent to any proposed sublease or agreement after the date hereof by LESSEE under this Lease, or as a consent to any portion of the Site in the sublease being used or occupied by any other party;
- 24.2.1.5 The sublease shall not grant any rights to the SUBLESSEE greater than those rights granted to LESSEE under this Lease;
- 24.2.1.6 The sublease shall not require CITY to recognize SUBLESSEE in the event of a default in the Lease by LESSEE;

- 24.2.1.7 The sublease shall not enlarge or in any manner increase CITY's obligations or duties under this Lease;
- 24.2.1.8 The sublease shall not create obligations or costs to CITY with regard to the sublease;
- 24.2.1.9 The sublease shall not modify, waive, amend, or otherwise affect any provision of this Lease;
- 24.2.1.10 The sublease shall not be deemed to be any type of obligation by CITY to LESSEE, SUBLESSEE or to any governmental agent, board, commission, or agency with regard to any other action relating to SUBLESSEE's occupancy, use, or maintenance of any portion of the Site or improvements thereon;
- 24.2.1.11 Prior to LESSEE allowing SUBLESSEE's use or occupancy of the Site, LESSEE shall cause to be filed with the CITY, a copy of the certificates of insurance demonstrating that SUBLESSEE is in compliance with all of the insurance requirements in Section 7, which shall name LESSEE and the "City of San Diego, its elected officials, officers, representatives, agents, and employees, as additional insureds for the entire term of the sublease agreement. CITY reserves the right to request, and LESSEE shall provide upon request, a copy of the policy of insurance if so requested.
- 24.2.1.12 SUBLESSEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to SUBLESSEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Lease or SUBLESSEE'S occupancy, use, development, maintenance, or restoration of the Site, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that SUBLESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this

indemnification, SUBLESSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

24.2.2. LESSEE shall not sublet, in whole or in part, the Site or any right or appurtenant privilege to the Site other than to SUBLESSEE as provided in Section 24.2.1, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion and shall require that additional rent in the form of a Gross Revenue Fee be paid pursuant to Section 5.5 herein.

24.3. Provisions Binding on Successors. Except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

25. INDEMNIFICATION.

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

26. OTHER GOVERNMENTAL ACTIONS.

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

27. CITY'S RESERVATION OF RIGHTS.

- 27.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Site.
- 27.2. Use. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Site for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 27.3. Entry. CITY may enter the Site to develop and/or make repairs to municipal resources and services. CITY shall not unreasonably interfere with LESSEE'S use of the Site and shall reimburse LESSEE for physical damages, if any, to the permanent improvements located on the Site or to LESSEE'S Communications Equipment resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage, as reasonably determined by CITY. CITY shall pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

28. REASSIGNMENT OF SPACE.

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

- 28.1. Timing and Costs. LESSEE shall relocate its Communications Equipment to the Relocation Site either within ninety (90) calendar days after the execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Site, or otherwise as soon as possible after receipt of all necessary permits and approvals required for any CITY construction or redevelopment project which requires such relocation, and receipt of all permits and approvals required for LESSEE'S use of the Relocation Site. LESSEE shall cooperate fully with CITY and its contractors during any reassignment, and shall pay all of LESSEE'S expenses associated with the reassignment.
- 28.2. Physical Relocation of Equipment. The physical relocation of all or any part of LESSEE'S Communications Equipment shall only be done by LESSEE or LESSEE'S contractors.
- 28.3. Broadcast and/or Receiving Capability. During physical relocation of the Communications Equipment to the Relocation Site, CITY will work with LESSEE to attempt to secure an alternative CITY-approved site for LESSEE to operate temporary installed communications equipment, which may include a CITY-approved temporary wireless communication facility on the Premises and which will be installed and maintained at LESSEE'S sole cost and expense.
- 28.4. No Agreement. If CITY and LESSEE are unable to agree on an acceptable Relocation Site, then LESSEE or CITY may terminate this Lease upon thirty (30) calendar days prior written notice, without further obligation thereto.
- 28.5. Site Redefined. After a reassignment and relocation as provided in this section, the Site shall be redefined to be the Relocation Site. CITY and LESSEE agree that "as

built” drawings of the Relocation Site, including any access and utility easements, may be prepared by a licensed architect at LESSEE’S sole cost and expense. In such event, Exhibits A and B of this Lease, as applicable, shall be amended (pursuant to Section 33.12 below) to include a full description of the Relocation Site and the new “as built” drawings. Except as expressly provided in this section, any such reassignment and relocation shall not alter, modify, or otherwise change any of the terms or conditions of this Lease.

29. EMINENT DOMAIN.

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

- 29.1. Full Taking. If the entire Site is taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- 29.2. Partial Taking - Remainder Unusable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is unsuitable for the Lease operation, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs. CITY shall provide LESSEE with the opportunity to demonstrate that the remaining part of the Site is suitable for LESSEE’s Operations, and CITY shall consider any information provided in making CITY’s determination.
- 29.3. Partial Taking - Remainder Usable. If a partial taking of the Site occurs, and in the opinion of CITY, the remaining part of the Site is suitable for continued Lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. CITY shall provide LESSEE with the opportunity to demonstrate that the remaining part of the Site is not suitable for LESSEE’s Operations, and CITY shall consider any information provided in making CITY’s determination. The rent shall be equitably reduced to reflect the portion of the Site taken, but only to the extent that LESSEE’S use of the Site is reduced or impaired.
- 29.4. Award. All monies awarded in any taking shall belong to CITY, whether the taking results in diminution in value of the leasehold or the fee, or both. LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE’S then-remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- 29.5. Transfer. CITY may transfer CITY’S interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If such a transfer occurs, LESSEE shall retain whatever interest LESSEE may have in the fair market value of any improvements placed by LESSEE on the Site in accordance with this Lease.

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

30. DEFAULT AND REMEDIES.

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

- 30.1.1. LESSEE'S failure to make any payment required under this Lease when due, if the failure continues for ten (10) calendar days past due following written notice of the failure by CITY;
- 30.1.2. LESSEE'S breach of any of its obligations under this Lease including Section 30.1.7, other than those requiring payment to CITY, and LESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY; or, (ii) if such breach is not curable within thirty (30) calendar days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;
- 30.1.3. LESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;
- 30.1.4. LESSEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) calendar days of filing;
- 30.1.5. LESSEE is adjudicated a bankrupt;
- 30.1.6. LESSEE makes a general assignment for the benefit of creditors; and
- 30.1.7. LESSEE uses the Site for any unauthorized purpose.

- 30.2. Remedies.

- 30.2.1. General. Upon LESSEE'S default under this Lease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.
- 30.2.2. For Monetary Default. Upon LESSEE'S default for nonpayment under Section 30.1.1 of this Lease, CITY may, in its sole discretion, either give LESSEE, or any person claiming rights through LESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.
- 30.2.3. For Non-Monetary Default. Upon LESSEE'S default based upon Sections 30.1.2 through 30.1.7 of this Lease, CITY may, in its sole discretion,

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

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

- 30.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus
- 30.2.4.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that LESSEE affirmatively proved could have been reasonably avoided; plus
- 30.2.4.3. The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the award minus (ii) the amount of rent lost, if any, as LESSEE affirmatively proves could be reasonably avoided; plus
- 30.2.4.4. Any other amount necessary to compensate CITY for the detriment proximately caused by LESSEE'S failure to perform LESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus
- 30.2.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.
- 30.2.4.6. As used in Sections 30.2.4.1 and 30.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 30.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent and any and all other amounts that LESSEE is required to pay to CITY under this Lease.
- 30.2.4.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.

30.3. Leasehold Pledged as Security. If LESSEE is in default under this Lease and the leasehold is pledged as security for a CITY-authorized encumbrance, CITY shall

notify the mortgagee or beneficiary thereof of LESSEE'S default. CITY shall allow such mortgagee or beneficiary thirty (30) calendar days to cure the default or, if the default is not curable within thirty (30) calendar days, to commence to cure the default and diligently pursue the cure to completion. CITY may, in its sole discretion, extend such time to cure the default if CITY deems that the mortgagee or beneficiary is pursuing the cure with reasonable diligence.

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

- 30.3.1.1. CITY may correct the default and charge the costs incurred to LESSEE'S account, which charge shall be due and payable within thirty (30) days of CITY'S statement of such costs is delivered to LESSEE and mortgagee or beneficiary;
- 30.3.1.2. CITY may correct the default and may recover the costs incurred from the proceeds of any insurance fund held by CITY, CITY and LESSEE, or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default or to pay the cost of correction performed by or at the direction of CITY; or
- 30.3.1.3. CITY may terminate this Lease as to the rights of LESSEE by assuming or causing the assumption of liability for any CITY-authorized encumbrance on the leasehold. LESSEE shall assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition of CITY'S early payoff of the related obligations. CITY may, as an alternative, substitute for the terminated LESSEE a new tenant reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in entering into a new lease with the same terms and conditions as this Lease with the new tenant shall be the responsibility of the terminated LESSEE, and LESSEE shall reimburse CITY for all such costs.

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

- 30.4. Quitclaim Deed. Upon termination of this Lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within thirty (30) calendar days after written demand, a valid and recordable quitclaim deed relinquishing LESSEE'S interest in the Site. If LESSEE fails or refuses to deliver any such quitclaim deed, CITY may prepare and record a notice reciting LESSEE'S failure to perform such obligation, and such notice shall be conclusive evidence of the termination of this Lease and termination of LESSEE'S rights to the Site.
- 30.5. Abandonment by LESSEE. If LESSEE breaches this Lease and abandons the Site, this Lease shall continue in effect as long as CITY does not terminate this Lease, and CITY may enforce all its rights and remedies under this Lease, including, without limitation, the right to recover the rent as it becomes due, plus damages.
- 30.6. Waiver. CITY'S waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by CITY in order to constitute a valid and binding waiver. CITY'S delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Lease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY'S acceptance of any rent shall not be a waiver of any default preceding the rent payment. The property constituting the Site is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego. CITY'S failure to discover a breach or default or take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but CITY may, at all times, require the cure of any breach or default regardless of when discovered.

31. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

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

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

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

31.2.1. If the removal of LESSEE'S Property by LESSEE or LESSEE'S contractors and/or subcontractors or by CITY takes place after expiration of this Lease, or beyond CITY'S direction upon earlier termination of this Lease, LESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Lease, until all of LESSEE'S Property has been removed from the Site.

32. NOTICES.

Any notice required or permitted to be given under this Lease shall be in writing and may be served personally, sent by United States mail, postage prepaid, or sent by reliable overnight courier, addressed to the Parties as follows, or to any mortgagee, trustee, or beneficiary, as applicable, at the appropriate address designated, in writing, by the respective party:

If to LESSEE:

Mobilitie Investments III, LLC
Attn: Property Management Department
2220 University Drive
Newport Beach, CA 92660

If to CITY:

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

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

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

33. MISCELLANEOUS PROVISIONS.

33.1. Governing Law. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of California. Any lawsuit to enforce this Lease shall be filed in the County of San Diego, California.

33.2. Entire Understanding. This Lease contains the entire understanding of the Parties. CITY and LESSEE agree that there is no other written or oral understanding between them with respect to LESSEE'S Operations. Each party has relied on its

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

- 33.3. Supersedure. As of the Effective Date, this Lease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning LESSEE'S Operations on the Site or Premises, by and between CITY and LESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.
- 33.4. Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 33.5. Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Lease.
- 33.6. Standard of Conduct. LESSEE and its employees shall, at all times, conduct themselves and LESSEE'S Operations on the Site in a creditable manner and in accordance with industry standards.
- 33.7. Joint and Several Liability. If LESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of LESSEE under this Lease.
- 33.8. Unavoidable Delay. If the performance of any act required of CITY or LESSEE under this Lease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to LESSEE'S obligation to pay rent. If CITY or LESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 33.9. CITY'S Consent or Approval. Whenever required under this Lease, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor or his designee, unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.

- 33.10. Consent by Either Party. Except as otherwise expressly provided in this Lease, consent to be given by either party may not be unreasonably withheld or delayed.
- 33.11. Lease Modifications. This Lease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties and approved by the City Attorney.
- 33.12. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of LESSEE'S service requests upon receipt of LESSEE'S payment of the applicable fee. The fee schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.
- 33.13. Survival. Any obligation under this Lease that requires a party's performance of that obligation after the expiration or earlier termination of this Lease shall survive such expiration or termination.
- 33.14. Headings and Captions. The section headings and captions used in this Lease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. If the page numbers and/or section numbers in this Lease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 33.15. Number and Gender. In this Lease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 33.16. IRS Form W-9. CITY agrees to provide LESSEE with a completed IRS Form W-9, or its equivalent, upon execution of this Lease.
- 33.17. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act (CPRA). LESSEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosures of any such information in response to a request for information under the CPRA.
- 33.18. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Site and/or the Premises have not been inspected by a Certified Access Specialist.

Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall,

mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

- 33.19. Authority to Execute and Deliver Lease. Each individual executing this Lease on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Lease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity’s articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Lease is binding upon such person or entity in accordance with its terms. Each person executing this Lease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.

[Remainder of Page intentionally Left Blank]

33.20. Counterparts. This Lease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

33.21. Exhibits Incorporated. All exhibits referenced in this Lease are incorporated into the Lease by this reference.

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

Date: 4/24/17

THE CITY OF SAN DIEGO, a California
municipal corporation

By: [Signature]

Name: Cybele L. Thompson.

Title: Director, Real Estate Assets Department

Date: _____

MOBILITIE INVESTMENTS III, LLC

a Delaware limited liability company

By: Mobilite Management, LLC

Its: a Delaware limited liability company

By: [Signature]

Name: Christos Karnis

Title: President

Environmental Analysis Section Environmental Clearance:

CATEGORICAL EXEMPTION: 15301 (EXISTING FACILITIES) and 15303 (NEW CONSTRUCTION)

Date: April 24, 2017

BY: Anna L. McPherson

Name: Anna L. McPherson

Title: Senior Planner

APPROVED AS TO FORM:

Date: April 27th, 2017

MARA W. ELLIOTT, City Attorney

By: Melissa Ables

Name: Melissa Ables, Deputy City Attorney

Exhibit A:
Description of Site and Premises

CITY Site ID No.:

LESSEE Site No.: SD06183A

Location: 3737 Arey Dr., San Diego, CA 92154

Assessor's Parcel Numbers: 630-330-13-00 and 630-330-09-00

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

Parcel 1: APN 630-330-09

That portion of the West Half of the East Half of the Northeast Quarter of Section 26, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California, according to the Official Plat thereof described as follows:

Beginning at a point on the Easterly line of said West Half distant thereon South 00° 06' 50" West, 1813.31 feet from the Northeast corner of said West Half; Thence North 89° 53' 10" West, 682.48 feet to the Westerly line of said West Half; Thence South 00° 03' 33" East, 218.67 feet to the Northerly line of the South 10.00 acres of said West Half; Thence South 89° 40' 20" East along said Northerly line 681.82 feet to said Easterly line; Thence North 00° 06' 50" East, 221.21 feet along said Easterly line to the point of beginning.

Parcel 2: APN 630-330-13

The South 10.00 acres of the West Half of the East Half of the Northeast Quarter of Section 26, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of San Diego, County of San Diego, State of California.

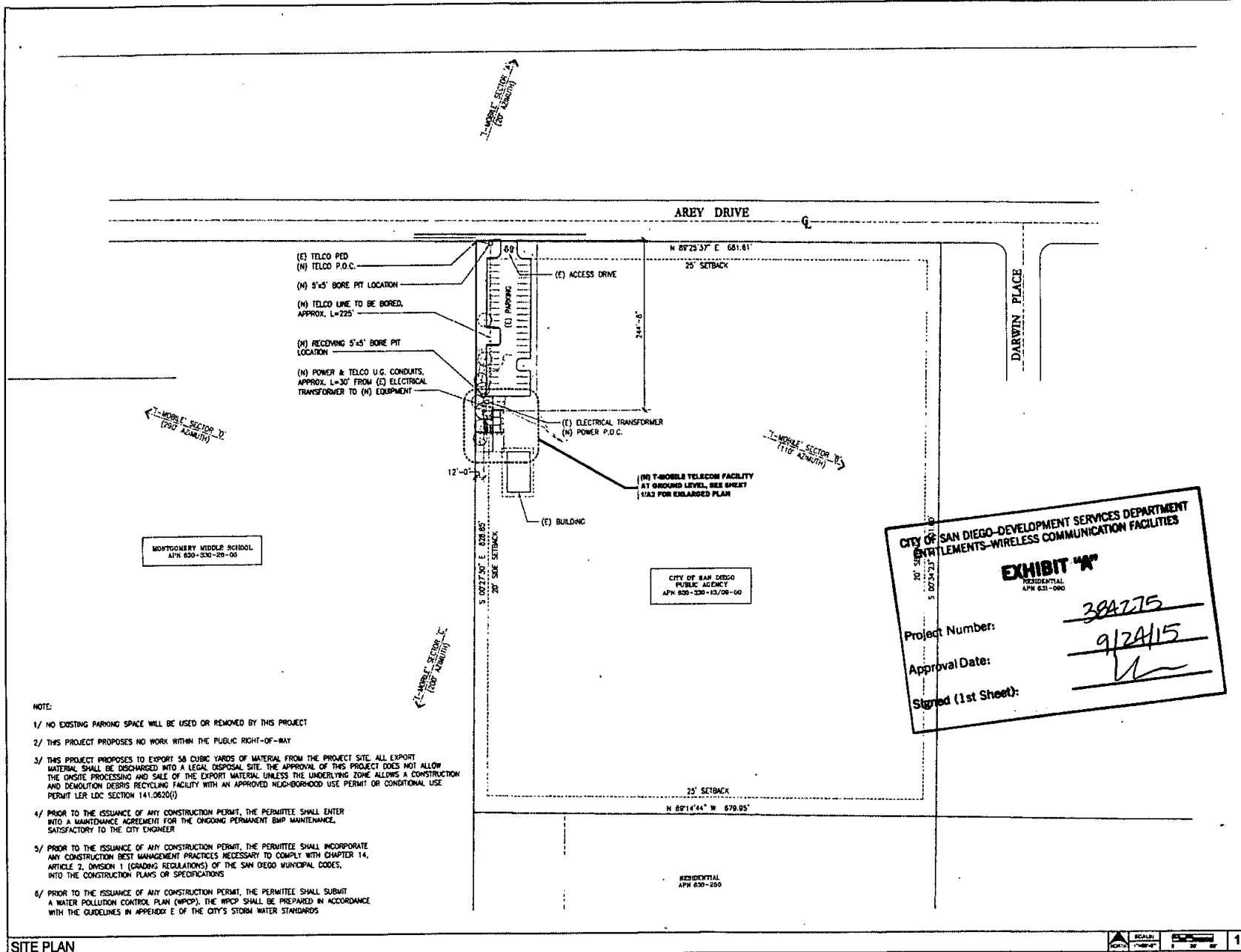
Description of Site:

The Site consists of one (1) 48' Mono-eucalyptus tree with sixteen (16) 96" antennas mounted on the tree. The Site also includes a 12'x20' shelter which houses the cellular ground equipment, including four (4) outdoor cabinets.

Exhibit B

Site and Equipment Plans

[see following pages]



PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO T-MOBILE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE IS STRICTLY PROHIBITED.

DATE: 04/29/15
 ARCHITECT: DND
 DRAWN BY: HH
 CHECKED BY: BOK

ISSUE STATUS:

Δ	DATE	DESCRIPTION	BY
-	07/18/14	REV 3D	HH
-	08/01/14	REV 3D	HH
-	10/16/14	OTY COMMENTS	HH
-	01/16/15	TELEPHONE WELD	HH
-	04/29/15	TELEPHONE WELD	HH

T-Mobile
 stick together
 VERMONT VISTA AGREEMENT TO PALMDALE, SAN DIEGO, CA 92121

DePratti Inc.

PLANS PREPARED BY:
DCI PACIFIC
 A/E/C WORKS
 ARCHITECTURE (S) ENGINEERING (S) CONSULTING
 25 EMBURY PARK BLVD STE 110
 IRVINE CA 92614

PROJECT NAME:
 SILVER WING TREE

PROJECT NUMBER:
 S006183A

PROJECT ADDRESS:
 3737 AREY DRIVE
 SAN DIEGO, CA 92154

SHEET TITLE:
 SITE PLAN

SHEET NUMBER:
 A1

AREY DRIVE

CL

N 89°25'37" E 681.61'

25' FRONT SETBACK

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 384275
Approval Date: 9/24/15
Signed (1st Sheet): VL

(E) TELCO PED
(N) TELCO P.O.C.

(E) ACCESS DRIVE

(N) 5'-6" BORE PIT LOCATION

(N) TELCO LINE TO BE BORED,
APPROX. L=225'

MONTGOMERY MIDDLE SCHOOL
APH: 630-330-08-00

(E) TREES TO REMAIN,
PROTECT IN PLACE

(N) EUCALYPTUS TORQUATA
(2) TOTAL

(N) RECEIVING 5'-6" BORE PIT
LOCATION

(E) ELECTRICAL TRANSFORMER
(N) POWER P.O.C.

(N) POWER & TELCO U.G. CONDUITS,
APPROX. L=30' FROM (E) ELECTRICAL
TRANSFORMER TO (N) EQUIPMENT

(N) CABLE TRENCH

(N) TRISTEMA CONFERTA
(3) TOTAL

(E) 7'H OLIVER TO REMAIN,
PROTECT IN PLACE

(E) PARKING

T-MOBILE SECTOR 'A'
(10' ALUMINUM)

CITY OF SAN DIEGO
PUBLIC AGENCY
APH: 630-330-13/08-00

(E) RESTROOM
BUILDING

(E) TELCO BOX

(N) T-MOBILE TELECOM FACILITY
AT GROUND LEVEL, SEE SHEET
1/AS & 3/AS FOR ANTENNA &
EQUIPMENT LAYOUT PLANS

(E) BUILDING

(N) LANDSCAPE AROUND LEASE AREA
SEE LANDSCAPE DRAWINGS

T-MOBILE SECTOR 'B'
(11' ALUMINUM)

EXCAVATION QUANTITIES	
TRENCH	18 CU.YD.
PAV.	18 CU.YD.
CANAL	58 CU.YD.
EXPORT	58 CU.YD.
DEPTH OF CUT	0

Letter's Certificate
Standard Wireless Facility Project
for Post-construction BMP's

I/we the undersigned, as holder/s of a portion/s of the property described as
3737 AREY DR. SAN DIEGO, CA 92154
(Address or legal description)
understand that, in accordance with the San Diego Municipal Code, Land
Development Manual - Storm Water Standards, this project is required to "Minimize
Pollution from the Project Area" and incorporate "Site Design" and "Erosion
Control" BMP's.

I certify to the best of my knowledge, that the pollution anticipated by the
proposed land use are as follows:

- Sediments
- Plastics
- Tank & debris
- Oxygen Demanding Substances
- Oil & Grease
- Pesticides & Vitamins
- Pesticides

I/we will incorporate the following into the site design:

- Maintain pre-development runoff characteristics
- Minimize impervious foot print by constructing walkways, patios and driveways with permeable surfaces.
- Construct around trees
- Use natural drainage systems in addition to final grades or underground drainage systems
- Drain roof tops, walkways, patios and driveways into adjacent landscaping prior to discharging to the public drainage system.
- Preserve existing native trees and shrubs.
- Protect all slopes from erosion

Additionally, I/we will:

- Minimize the use of pesticides
- Use efficient irrigation systems and landscape design, incorporating rain shed/drain devices and flow restrictors as needed.

I/we will maintain the above Standard Post-construction BMP's for the duration of the lease.

Letter: Robert Krebs (owner name) Company Name: T-Mobile
Letter: [Signature] (agent name) Date: 9/24/10

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 T-MOBILE IS STRICTLY PROHIBITED.

DATE:	04/28/15		
ARCHITECT:	DKD		
DRAWN BY:	HN		
CHECKED BY:	BOK		
ISSUE STATUS:			
Δ	DATE:	DESCRIPTION:	BY:
-	07/16/11	REV 20	HN
-	08/01/11	REV 20	HN
-	10/18/11	CITY COMMENTS	HN
-	01/13/12	EQUIPMENT HOLD	HN
-	04/28/15	EQUIPMENT HOLD	HN

T-Mobile
stick together
10000 VISTA BUSINESS PARKWAY,
SAN DIEGO, CA 92121

DePratti Inc.

PLANS PREPARED BY:
DCI PACIFIC
A/E/C WORKS
ARCHITECTURE | ENGINEERING | CONSULTING
33 EXECUTIVE PARK | SUITE 110
SAN DIEGO, CA 92108

LOCATION:

PROJECT NAME:

SILVER WING TREE

PROJECT NUMBER:

S008183A

PROJECT ADDRESS:

3737 AREY DRIVE
SAN DIEGO, CA 92154

SHEET TITLE:

ENLARGED SITE PLAN

SHEET NUMBER:

A2

ENLARGED SITE PLAN

SCALE: 1"=40'-0"

1

V01	2	CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES		
V01	2		NEW	75'
V01	2			

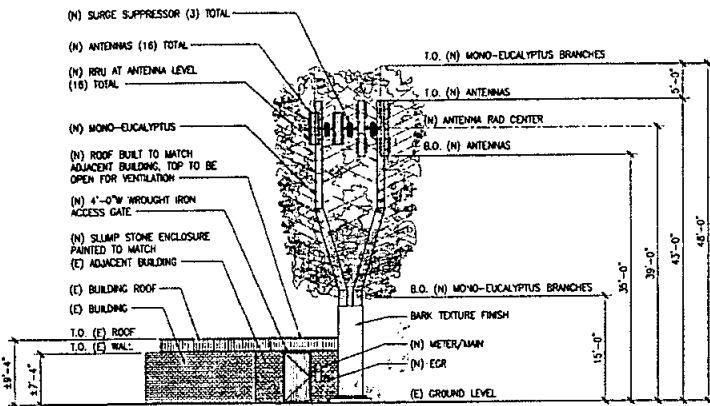
EXHIBIT "A"

Project Number: _____
Approval Date: _____
Signed (1st Sheet): _____



A3

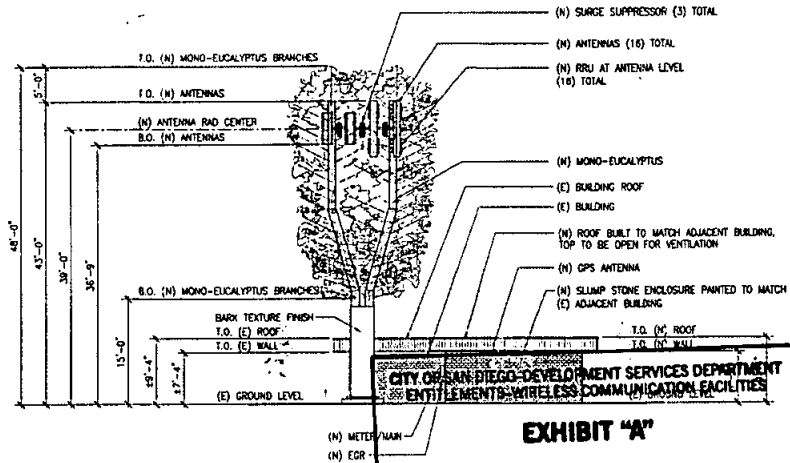
A3



NORTH ELEVATION

SCALE
1/8\"/>

3



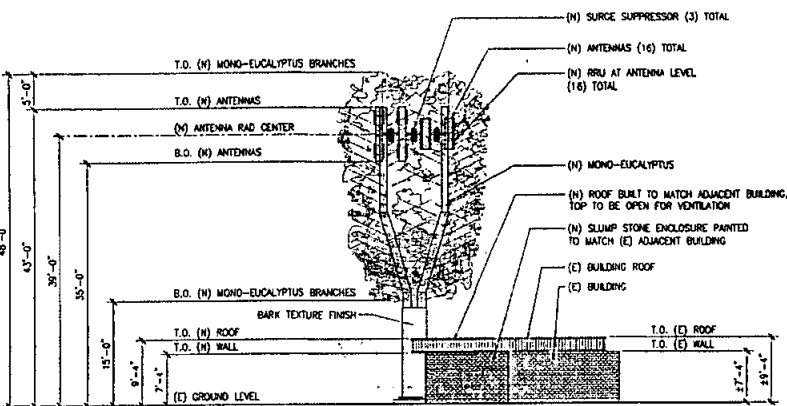
WEST ELEVATION

Project Number:

Approval Date:

Signed (1st Sheet):

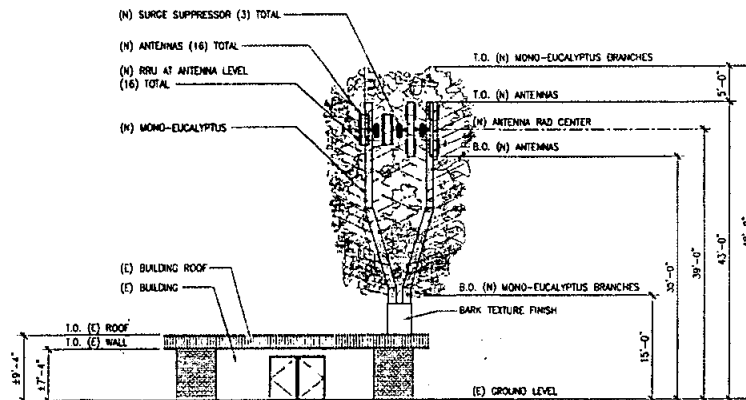
EXHIBIT "A"



SOUTH ELEVATION

SCALE
1/8\"/>

3



EAST ELEVATION

SCALE
1/8\"/>

1

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 T-MOBILE IS STRICTLY PROHIBITED.

DATE:	04/29/15	
ARCHITECT:	OKD	
DRAWN BY:	RH	
CHECKED BY:	BOK	
ISSUE STATUS:		
Δ DATE:	DESCRIPTION:	BY:
- 07/16/14	ISS 20	RM
- 08/01/14	ISS 26	RM
- 10/16/14	ISS COMMENTS	RM
- 01/15/15	EQUIPMENT RERO	RM
- 04/29/15	EQUIPMENT RERO	RM

T-Mobile
stick together
10000 VISTA ABERDEEN PARKWAY
SUITE 200
SAN DIEGO, CA 92121

DePratti Inc.

PLANS PREPARED BY:
DCI PACIFIC
A/E/C WORKS

ARCHITECTURE & ENGINEERING & CONSULTING
27 EUCALYPTUS PARK | SUITE 110
SAN DIEGO | CA 92111

LOCUSURE

PROJECT NAME:

SILVER WING TREE

PROJECT NUMBER:

S006103A

PROJECT ADDRESS:

5737 ABEY DRIVE
SAN DIEGO, CA 92154

SHEET FILE:

ELEVATIONS

SHEET NUMBER:

A4

KATHREIN SCALA DIVISION

- X-polarized (+45° and -45°)
- UV resistant fiberglass radomes.
- Wideband vector dipole technology.
- DC Grounded metallic parts for impulse suppression.
- RET motor housed inside the radome and field replaceable.

General specifications:

Frequency range 698-894 MHz / 1710-2170 MHz
Impedance 50 ohms
VSWR <1.5:1
Intermodulation (2x20W) IM3 < -150 dBc
Polarization +45° and -45°
Connector 4 x 7-16 DIN female (long neck)
Isolation inter-system >30 dB / inter-system >35 dB
See reverse for order information.

IRT specifications:

Logical interface ex factory* 3GPP/ISG 2.0
Protocols AISG 1.1 and 3GPP/ISG 2.0 compliant
Hardware interface 2 x 8-pin connector acc. IEC 60130-8 according to AISG
- RCU (remote) Control / Daisy chain in
- RCU (remote) Control / Daisy chain out
Power supply 10-30 V
Power Consumption <1 W (standby); <8.5 W (motor activated)
Adjustment time (full range) 40 seconds
Adjustment cycles >50,000
Certification FCC 15.107 Class B Computing Devices

Specifications:

	698-894 MHz	824-894 MHz	1710-1755 MHz	1850-1990 MHz	2110-2170 MHz
Gain	16.4 dB	16.8 dB	18 dB	18.5 dB	18 dB
Front-to-back ratio	>30 dB (co-polar) 34 dB (average)	>30 dB (co-polar) 34 dB (average)	>27 dB (co-polar) 34 dB (average)	>27 dB (co-polar) 34 dB (average)	>27 dB (co-polar) 34 dB (average)
Maximum input power per input	500 watts (at 50°C)	500 watts (at 50°C)	300 watts (at 50°C)	300 watts (at 50°C)	300 watts (at 50°C)
+45° and -45° polarization horizontal beamwidth	68° (half-power)	65° (half-power)	63° (half-power)	62° (half-power)	63° (half-power)
+45° and -45° polarization vertical beamwidth	9.5° (half-power)	9.7° (half-power)	5.8° (half-power)	5.8° (half-power)	5.8° (half-power)
Electrical downtilt continuously adjustable	0°-10°	0°-10°	0°-10°	0°-10°	0°-10°
Min side-lobe suppression for first side-lobe above main beam average	0° 5° 10° T 18 20 22 20 dB	0° 5° 10° T 18 18 18 dB 20 20 20 dB	0° 5° 10° T 18 18 18 dB 20 22 20 dB	0° 5° 10° T 18 18 18 dB 20 22 20 dB	0° 5° 10° T 18 18 18 dB 20 22 20 dB
Cross polar ratio	25 dB (typical)	20 dB (typical)	25 dB (typical)	30 dB (typical)	25 dB (typical)
Main direction Sector	>10 dB (avg)	>10 dB (avg)	>10 dB (avg)	>10 dB (avg)	>10 dB (avg)
Tracking, avg	1 dB	1 dB	1.5 dB	1.5 dB	1.5 dB
Squint	±2.5°	±2.5°	±3°	±3°	±3°



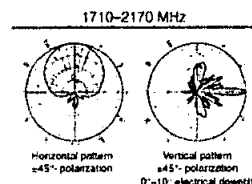
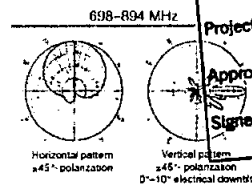
Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-3991
Email: communications@kathrein.com Internet: www.kathrein-scala.com

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES
800 10766V01

700 MHz Dual Band 8°, 65 Degree Antenna
RET

EXHIBIT "A"

KATHREIN
SCALA DIVISION



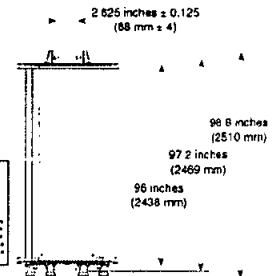
Project Number: 304775
Approval Date: 9/24/15
Signed (1st Sheet): [Signature]

Mounting Brackets
for use with 2-point mount antennas
Most dia. 2-4.5 inches (50-115 mm)
Weight: 4.4 lb (2 kg)

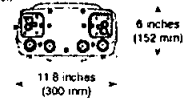
Mechanical Tilt Brackets
for use with 2-point mount antennas
Weight: 9.5 lb (4.3 kg)
(Model 850 10008)

Mechanical specifications:

Weight 58.4 lb (26.6 kg) 82.8 lb (38.0 kg) clamps included
Dimensions 96 x 11.8 x 6 inches
(2438 x 300 x 152 mm)
Wind load at 93 mph (150 kph)
Front/Side/Rear 286 lb / 106 lb / 207 lb
(1270 N / 470 N / 1320 N)
Mounting category H (Heavy)
Wind survival rating 150 mph (240 kph)
Shipping dimensions 104.8 x 12.8 x 7.5 inches
(2666 x 320 x 190 mm)
Shipping weight 71.6 lb (32.5 kg)
Mounting hardware included for 2 to 4.6 inch
(50 to 115 mm) OD install.



Note: Refer to part number 800 10149 for the specifications of the remote control actuator.



Order Information:

Model 800 10766V01
Description: Dual-band antenna with mounting bracket
0°-10° / 0°-10° electrical downtilt
Dual-band antenna with mounting bracket and mechanical tilt bracket
0°-10° / 0°-10° electrical downtilt

*Mechanical design is based on environmental conditions as stipulated in TIA-222-G-2 (December 2000) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-scala.com.

Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-3991
Email: communications@kathrein.com Internet: www.kathrein-scala.com

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DATE:	04/28/15		
ARCHITECT:	DKD		
DRAWN BY:	MM		
CHECKED BY:	BOK		
ISSUE STATUS:			
Δ	DATE	DESCRIPTION	BY
-	07/14/14	ISS 10	MM
-	08/20/14	ISS 10	MM
-	12/14/14	CITY COMMENTS	MM
-	07/15/15	EQUIPMENT RLD	MM
-	04/29/15	EQUIPMENT RLD	MM

Mobile
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1000 VERTA INDEPENDENT PARKWAY,
SUITE 200,
SAN ANTONIO, TX 78217



PLANS PREPARED BY:

DCI PACIFIC
A/E/C WORKS

ARCHITECTURE / ENGINEERING / CONSULTING
40 LEXINGTON PARK, SUITE 110
CHICO, CA 95926

LOCATIONS:

PROJECT NAME:

SILVER WING TREE

PROJECT NUMBER:

5008183A

PROJECT ADDRESS:

3737 AREY DRIVE
SAN DIEGO, CA 92154

SHEET TITLE:

800 10766V01 ANTENNA
SPECIFICATIONS

SHEET NUMBER:

A5

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number:

384775

Approval Date:

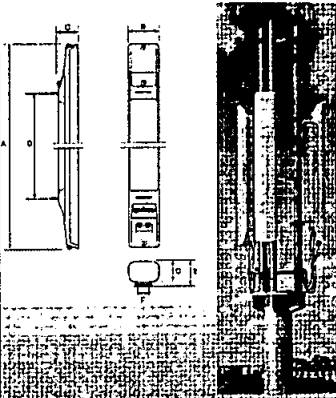
9/24/15

Signed (1st Sheet):

[Signature]

Ericsson AIR21 specifications

Property	Value
Height (A)	54.33 in (1380 mm)
Width (B)	12.09 in (307 mm)
Depth (C)	7.87 in (200 mm)
Distance between mounting brackets (D)	40 in (1016 mm)
Depth including mounting brackets (E)	9.39 in (238.5 mm)
Distance between stud holes on mounting brackets (F)	4.33 in (110 mm)
Weight	79.37 lb (36 kg)



7.87 in (200 mm) of free space is needed between AIR units installed side by side.
The available pole clamp diameters are 2.453 in (62 mm) and 4.33-6.66 in (110-270 mm).
To ensure adequate airflow between the units, there must be a 400 mm free space above each AIR unit.

Ericsson AIR21 specifications

- Radio:
 - Frequency bands: 1900 MHz (B2) and 1700/2100 MHz (B4)
 - One active antenna/radio, supporting e.g. 2x2 MIMO, 2 Tx + 4 Rx
 - 8 Carriers (4 carriers per radio)
 - BW = 20 MHz per radio
- Antenna
 - One best in class 65° passive antenna : 17.2 to 17.8 dBi gain
 - Two integrated RETs, one per frequency band, 2° - 12° 6°
 - Vertical beam width : 6.5° - 7.1°
 - Dual column for UL beam-forming / 4-way RX Diversity
- Interfaces
 - Two optical fiber ports (CPRI) for active antenna/radio
 - One power connector, -48 V DC
 - Two 7/16 female connectors for passive antenna, with RET support
 - Two QMA connectors for LMU (RX sharing ports) on 1900 MHz variant
- Physical Characteristics:
 - H x W x D = 1404 x 307 x 200 mm (55" x 12" x 7.9")
 - 38 kg (83 lbs)
 - <750 N Wind load (worst direction, static @ 150 km/h)



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ARCHITECT:	DKD		
DRAWN BY:	HH		
CHECKED BY:	BOK		
ISSUE STATUS:			
Δ	DATE:	DESCRIPTION:	BY:
-	01/16/14	REV 20	HH
-	06/01/14	REV 20	HH
-	10/16/14	CP1 CHANGES	HH
-	01/16/15	EQUIPMENT HOLD	HH
-	04/29/15	EQUIPMENT HOLD	HH

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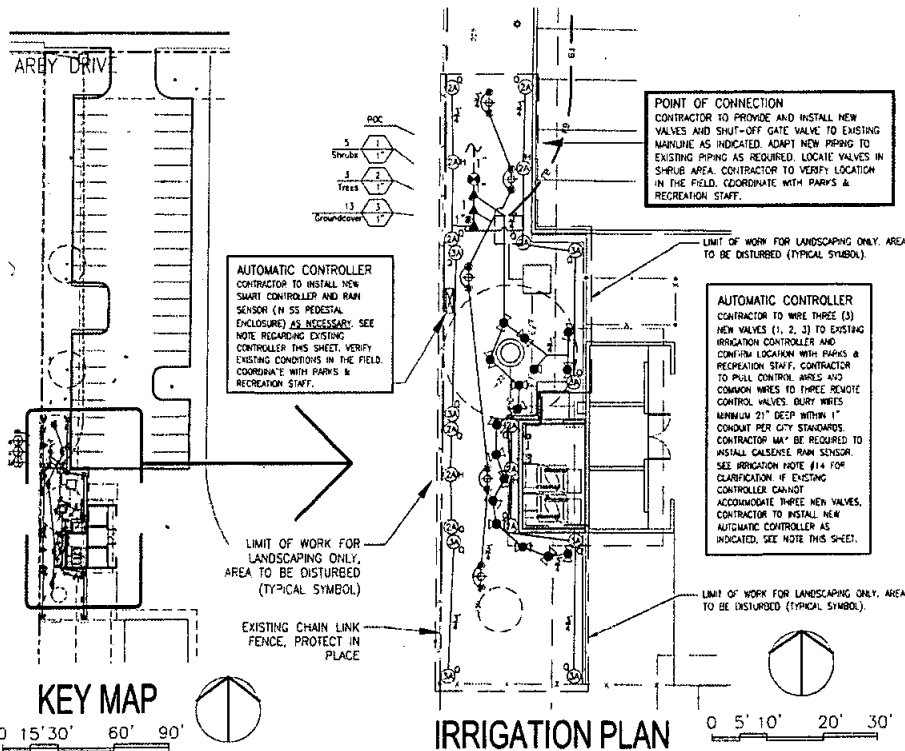
DePratti Inc.

PLANS PREPARED BY:
DCI PACIFIC
A/E/C WORKS
ARCHITECTURE | ENGINEERING | CONSULTING
32 CRENSHAW PARK | SUITE 110
DOWNEY, CA 90241

SIGNATURE:

PROJECT NAME:
SILVER WING TREE
PROJECT NUMBER:
SD08183A
PROJECT ADDRESS:
3737 ARCY DRIVE
SAN DIEGO, CA 92134
SHEET TITLE:
AIR21 ANTENNA SPECIFICATIONS
SHEET NUMBER:

A6



IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	RAD.	GPM	STD. DWG.
	SEE CHART ON SHEET L2 FOR WATER CALCS	-	-	-	-
⊙	RAINBIRD/44 LRC/1" QUICK COUPLING VALVE WITH #44X (KEY)	-	-	-	SDI-105
▲	CRISWOLD ON-PRS SERIES, SIZE AS NOTED	-	-	-	SDI-114, SDI-126
⊕	HBECO/1-235Y/ISOLATION GLOBE VALVE, 5/8" ON PLAN	-	-	-	SDI-106
NOT SHOWN	UP DIRECT BURIAL CONTROL WIRE SOLID COPPER, COLOR CODED # 12 GA COMMON/14 GA PILOT INSTALL WITHIN 1" SCHED 40 PVC.	-	-	-	SDI-115, SDI-119
---	PVC MANHOLE CLASS 315 FOR 2" AND LARGER WITH SCH. 40 FITTINGS SOLVENT WELD, SCH. 40 FOR 1-1/2" 21" DEPTH	-	-	-	SDI-110
---	PVC LATERAL LINE-SCH 40, 3/4" MIN. SIZE, 15" DEPTH, SIZE NOTED.	-	-	-	SDI-110
---	PVC SCH 40 SLEEVES, 2X DIAMETER OF PIPE OR WIRE BUNDLE TO BE SLEWED, MINIMUM 2" SIZE	-	-	-	SDI-110
GPM STA PUMP	REMOTE CONTROL VALVE CALLOUT	-	-	-	-
NOT SHOWN	BROOKS/346/CONCRETE VALVE BOXES AND ELECTRICAL PULL BOXES WITH CAST IRON LOCKING LIDS	-	-	-	SDI-115
⊕	RAINBIRD/ESP-MC-12/12-STATION SMART CONTROLLER WITH RAIN SENSOR IN STAINLESS STEEL STRONG BOX ENCLOSURE #	-	-	-	SDI-117

NOTE: SEE SHEET L02 FOR ROTORS, BUBBLERS AND NOZZLES

ROTORS, NOZZLES AND BUBBLERS

SYMBOL	MFG.	MODEL	DESCRIPTION	NOZZLE	PSI	RAD.	GPM	STD. DWG.
⊙	HUNTER	PROS-6-CV	6" POP UP ROTOR WITH BUILT-IN CHECK VALVE	MP2000-90	43	13'-21"	0.4	SDI-103
⊙	HUNTER	PROS-6-CV	6" POP UP ROTOR WITH BUILT-IN CHECK VALVE	MP2000-90	40	13'-21"	0.74	SDI-103
⊙	HUNTER	PROS-6-CV	6" POP UP ROTOR WITH BUILT-IN CHECK VALVE	MP3000-90	40	22'-30"	0.86	SDI-103
⊙	RAINBIRD	1804-SAM	STREAM BUBBLER 5 CST-B	5 CST-B	30	6' *	0.30	SDI-103
⊙	RAINBIRD	1804-SAM	STREAM BUBBLER 5 CST-B	5 CST-B	30	6' **	0.25	SDI-103
⊙	RAINBIRD	1802-SAM	2" POP UP FLOOD BUBBLER WITH BUILT-IN CHECK VALVE	HUNTER PCN-25	30	-	0.5	SDI-105, SDI-104
⊙	RAINBIRD	RWS-N-B-C-1401 RWS-SOCK	ROOT WATERING SYSTEM (TRUE BUBBLER TUBE)	-	30	-	0.5	SDI-103, SDI-104

NOTE: SEE SHEET L01 FOR ADDITIONAL IRRIGATION EQUIPMENT.

* NOTE: INSTALL RB PCS-030 (SILVER) IN LEV OF CONVENTIONAL SCREEN FOR SCST-B

** NOTE: AT THESE LOCATIONS, INSTALL HUNTER 1000P-25 NOZZLE IN LEV OF CONVENTIONAL SCREEN

IRRIGATION NOTES

- THE DESIGN IS DIAGNOSTIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS AS NECESSARY.
- DO NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNUSUAL CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVES PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
- INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL LOCAL CITY AND COUNTY REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
- THE SYSTEM IS DESIGNED FOR A MINIMUM OPERATING PRESSURE OF 45 PSI. THE MAXIMUM DEMAND OF GALLONS PER MINUTE IS 1.1. THE IRRIGATION CONTRACTOR SHALL VERIFY THE AVAILABLE WATER PRESSURE ON THE SITE PRIOR TO THE START OF INSTALLATION.
- CONTRACTOR TO COORDINATE WITH PARKS & RECREATION STAFF TO ASSIGN CONTROL WIRES FOR NEW IRRIGATION VALVES TO EXISTING CONTROLLERS, SEE NOTE ON PLAN.
- ALL VALVES SHALL BE INSTALLED BELOW GRADE IN CONCRETE BOXES WITH CAST IRON LOCKING LIDS. SEE LEGEND. POSITION PARALLEL TO EACH OTHER AND LOCATE IN SHRUB AREA ADJACENT TO WALKWAY AS INDICATED.
- CONTRACTOR SHALL PAINT THE IDENTIFICATION NUMBER (CONTROLLER LETTER AND VALVE NUMBER) OF THE VALVE BOX ON THE COVER. CONTROL WIRE PULL BOXES SHALL BE MARKED "P". LARGER ISOLATION VALVES IN VALVE BOXES SHALL BE MARKED "V". THE PAINT SHALL BE WHITE OR YELLOW 100% ACRYLIC EPOXY WATERPROOF PAINT.
- CONTRACTOR TO INSTALL AN APPROVED ANTI-DRAINAGE DEVICES FOR ALL LOW HEADS TO PREVENT LOW HEAD DRAINAGE AND POSSIBLE SOIL EROSION.
- ALL SPRAY HEADS ARE TO BE INSTALLED AS POP-UPS AS SPECIFIED IN THE LEGEND, UNLESS OTHERWISE NOTED.
- INSTALL ALL SPRAY HEADS WITH NOZZLES OF THE APPROPRIATE DEGREE OF RADIUS FOR THE AREA TO BE COVERED. ADJUST ALL NOZZLES TO ELIMINATE SPRAYING WATER ON BUILDINGS AND HARDSCAPE. ADJUST ALL VALVES FLOW CONTROLS TO PROVIDE OPTIMUM PERFORMANCE.
- THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF POSSIBLE ON-SITE INSPECTIONS WITH PARK AND RECREATION DEPARTMENT TO BE SCHEDULED AT THE FOLLOWING STAGE OF INSTALLATION:
 - PRESSURE TEST OF IRRIGATION MAINLINE PRIOR TO BACKFILL OF TRENCHES.
 - COVERAGE TEST OF SPRINKLER SYSTEM PRIOR TO PLANT INSTALLATION.
 - FINAL WALK-THROUGH OF THE PROJECT WITH ALL PARTIES CONCERNED FOR THE VERIFICATION OF JOB COMPLETION AND EXECUTION OF WORK PER THE PLANS AND SPECIFICATIONS.
- THE IRRIGATION SYSTEM SHALL BE FULLY GUARANTEED FOR A PERIOD OF (1) YEAR. ANY DEFECTIVE EQUIPMENT, MATERIALS OR POOR WORKMANSHIP SHALL BE REPLACED OR CORRECTED BY THE IRRIGATION CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- PLACE 1 POP-UP FLOOD BUBBLER AND 1 TREE BUBBLER TUBE AT EACH TREE PER CITY STANDARDS. SEE LEGEND.
- IF EXISTING CALSENSE CONTROLLERS HAVE FACTORY-INSTALLED RAIN SENSOR INTERFACE, CONTRACTOR TO ADD CALSENSE TIPPING RAIN BUCKET AS INDICATED ON PLAN PER MANUFACTURER'S RECOMMENDATIONS. IF NOT, CONTRACTOR TO COORDINATE WITH CITY TO PROVIDE RAIN SENSOR INTERFACE FOR EXISTING CONTROLLERS.
- CONTRACTOR TO FIELD VERIFY LOCATION OF MANHOLE, ONCE LOCATED, SHOW ON IRRIGATION AS-BUILTS TO BE PROVIDED TO OWNER'S REP AND/OR CITY PARKS AND RECREATION UPON THE COMPLETION OF THE JOB, WHICH WILL BE VERIFIED FOR ACCURACY AT THE TIME OF THE FINAL JOB WALK-THROUGH.

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 384775

Approval Date: 9/24/15

Signed (1st Sheet):

SEE SHEET L2 FOR WATER CALCS
SEE SHEET L3 FOR PLANTING PLAN

Shapton Landscape Architecture
714/955-9325
billshapton@hotmail.com

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DATE:	04/29/15
ARCHITECT:	DKD
DRAWN BY:	NH
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ISSUE STATUS:	
Δ DATE:	DESCRIPTION:
- 07/16/14	REV 20
- 08/07/14	1005 20
- 10/15/14	CITY COMMENTS
- 01/15/15	EQUIPMENT FIELD
- 04/29/15	EQUIPMENT FIELD

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SAN DIEGO, CA 92121

DePratti Inc.

PLANS PREPARED BY:

DCI PACIFIC

ATC WORKS

PROJECT NUMBER: 384775

PROJECT NAME: SILVER WING TREE

PROJECT ADDRESS: 3737 AREY DRIVE, SAN DIEGO, CA 92154

SHEET TITLE: IRRIGATION PLAN

SHEET NUMBER: L1

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 384275

Approval Date: 9/24/15

Signed (1st Sheet): LL

SECTION A: HYDROZONE INFORMATION TABLE

Provide the Square Footage of Landscape Area per hydrozone

Hydrozone	Zone or Valve	Irrigation Method	Area (L.F.)	% of Landscape Area
WC	1, 2	B	47	2
WB	3	S	1,845	98
			1,892	100

SECTION B: WATER BUDGET CALCULATIONS

SECTION B1: MAXIMUM APPLIED WATER ALLOWANCE (MAWA)

The project's Maximum Applied Water Allowance shall be calculated using this equation:

$$MAWA = ETo (0.82) [(0.7 \times LA) + (0.3 \times SLA)]$$

$$MAWA = 46.5 (0.82) [(0.7 \times 1,892) + (0.3 \times 0)]$$

$$MAWA = (28.83) (1,294)$$

$$MAWA = 40,189 \text{ GALLONS PER YEAR}$$

SECTION B2: ESTIMATED TOTAL WATER USE (ETWU)

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = ETo (0.82) \left(\frac{PE \times HA}{IE} - SLA \right)$$

$$ETWU = 46.5 (0.82) \left(\frac{0.6 \times 47}{0.71} + 0 \right)$$

$$ETWU = (28.83) (39.72)$$

$$ETWU = 1,145 \text{ GALLONS PER YEAR FOR HYDROZONE 1}$$

$$ETWU = ETo (0.82) \left(\frac{PE \times HA}{IE} - SLA \right)$$

$$ETWU = 46.5 (0.82) \left(\frac{0.2 \times 1,845}{0.71} + 0 \right)$$

$$ETWU = (28.83) (547.89)$$

$$ETWU = 15,793 \text{ GALLONS PER YEAR FOR HYDROZONE 2}$$

$$ETWU = 16,938 \text{ GALLONS PER YEAR FOR HYDROZONES 1 & 2}$$

A | WATER CALCULATIONS

SEE SHEET L1 FOR IRRIGATION PLAN
SEE SHEET L3 FOR PLANTING PLAN

Shapton Landscape Architecture
714/955-9325
btlshapton@hotmail.com

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-	01/15/15	EQUIPMENT FIELD	HH
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PLANS PREPARED BY:
DCI PACIFIC
A/E/C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING
22 EXECUTIVE PARK | SUITE 110
SUNNYVALE, CA 94089



PROJECT NAME:
SILVER WING TREE

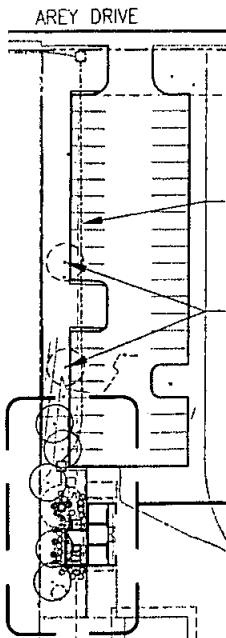
PROJECT NUMBER:
S008183A

PROJECT ADDRESS:
3737 AREY DRIVE
SAN DIEGO, CA 92154

SHEET TITLE:
WATER CALCULATIONS

SHEET NUMBER:

L2



KEY MAP

UNIT OF WORK FOR LANDSCAPING ONLY. AREA TO BE DISTURBED (TYP. SYMBOL)

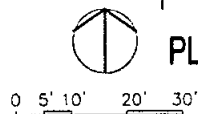
POWER LINE TO BE BORED BENEATH LANDSCAPED AREA. SEE ARCHITECT'S DRAWINGS.

EXISTING TREES TO REMAIN. PROTECT IN PLACE.

UNIT OF WORK FOR LANDSCAPING ONLY. AREA TO BE DISTURBED (TYP. SYMBOL)

EXISTING CHAIN LINK FENCE, PROTECT IN PLACE

EXISTING 7' TALL NEROLIUM OLEANDER (OLEANDER) TO REMAIN. DASHED LINE INDICATES EXISTING DRIP LINE.



PLANTING PLAN

PLANT MATERIAL LEGEND

SYMBOL	CITY BOTANICAL NAME	COMMON NAME	FORM	FUNCTION	% COVER	CONTAINER SIZE	PLANT FACTOR MUCCOS REGION 3	NATURE HEIGHT AND SPREAD	SPACING	REMARKS
	TREES									
1	EXIST TREE TO REMAIN									PROTECT IN PLACE
A 2	EUCALYPTUS TORQUATA	CORAL GUM	ROUND CANOPY	COMPLEMENT MONO-EUC	-	13 GAL	L	20'-35' x 20'-35'	AS SHOWN	7'-9' TALL AT TIME OF PLANTING. SEE PLANTING NOTES THIS SHEET AND SDG SOL-101
B 3	TRISTANIA CONFERTA	BRISBANE BOX	UPRIGHT OVAL	COMPLEMENT MONO-EUC	-	24" BOX	M	35'-45' x 25'-35'	AS SHOWN	10'-12' TALL AT TIME OF PLANTING. SEE PLANTING NOTES THIS SHEET AND SDG SOL-101
C 8	NEROLIUM OLEANDER 'PETITE PINK'	PETITE PINK DWARF OLEANDER	SPREADING	SCREEN	-	5 GAL	L	3'-6' x 3'-6'	AS SHOWN	SEE PLANTING NOTES THIS SHEET
D 8	NEROLIUM OLEANDER 'PETITE SALMON'	PETITE SALMON DWARF OLEANDER	SPREADING	SCREEN	-	5 GAL	L	3'-6' x 3'-6'	AS SHOWN	SEE PLANTING NOTES THIS SHEET
E 15	RHAPHIOLEPS INDICA 'CLARA'	CLARA INDIAN HAWTHORN	SPREADING	SCREEN	-	5 GAL	M	3'-5' x 3'-5'	AS SHOWN	SEE PLANTING NOTES THIS SHEET
	SHRUBS									
1	EXIST SHRUB TO REMAIN									SEE PLAN FOR SPECIES
	GROUNDCOVER									
1	ICE PLANT SPECIES APPROVED BY SAN DIEGO PARK & REC		SPREADING	GROUNDCOVER	-	CUTTINGS	VL	-	6" O.C.	SEE STD DWG SOL-102

PLANT SIZING LEGEND



COORDINATION WITH PARK & RECREATION

1. PARK & RECREATION DEPARTMENT SHALL REVIEW AND APPROVE ALL CONSTRUCTION DOCUMENTS PRIOR TO BUILDING PERMIT ISSUANCE.
2. PLACEMENT OF TREES AND SHRUBS SHALL BE APPROVED BY PARK & RECREATION DEPARTMENT PRIOR TO INSTALLATION.
3. REPRESENTATIVES OF THE PARK & RECREATION DEPARTMENT SHALL BE PRESENT DURING INSTALLATION OF THE BOXED TREES.

LANDSCAPE MAINTENANCE

ALL MAINTAINED LANDSCAPE AREAS SHALL BE MAINTAINED BY T-MOBILE. LANDSCAPE AND IRRIGATION AREAS IN ADJACENT PARK SHALL BE MAINTAINED BY CITY. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE CITY.

LANDSCAPE IRRIGATION

PROPOSED LANDSCAPING WILL BE TIED INTO THE EXISTING PARK & RECREATION IRRIGATION SYSTEM. SEE SHEETS L1 AND L2.

PLANTING NOTES

1. ALL SOIL PREP SHALL BE AS PER STANDARD SPECIFICATIONS SECTION 308-2.3.
2. PRIOR TO ANY SOIL PREPARATION, THE CONTRACTOR SHALL FURNISH SOIL TESTS OF THE SITE FOR AGRICULTURAL FERTILITY AND TO DETERMINE PROPER SOIL AMENDMENTS. TESTS ARE TO BE PERFORMED BY A MEMBER OF THE CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES WITH COPIES SENT TO THE SAN DIEGO PARK & RECREATION DEPARTMENT. SEE PLAN FOR TEST LOCATIONS.
3. THE FOLLOWING IS PROVIDED FOR BID PURPOSES ONLY AND SHALL BE MODIFIED AS NECESSARY GIVEN THE RESULTS OF THE SOILS TEST. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DELIVERY SLIPS AND EMPTY FERTILIZER BAGS ON SITE FOR VERIFICATION OF MATERIAL.
4. PREPARED SOIL MIX SHALL CONSIST OF TWENTY PER CENT (20%-40%) TYPE 1, 2, OR 3 ORGANIC SOIL AMENDMENT, AND THE REMAINDER NATIVE SOIL, DEPENDING ON EXISTING SOIL CONDITIONS AND PHONICS OF THE AGRICULTURAL SOILS TEST WITH ROCKS OVER 2" REMOVED. ADD "AGRICULTURE" 21 GRAM 20-10-5 PLANT TABLETS AT 1/3 DEPTH OF PLANTING PIT IN THE FOLLOWING RATES OF 1 PER 1 GAL. 2 PER 5 GAL. 3 PER 15 GAL AND LARGER (AVOID CONTACT WITH ROOTBALL).
5. AMEND SOIL IN GROUNDCOVER AREAS FLATTER THAN 3:1 WITH THE FOLLOWING: 3 YARDS LOWEX PER 1,000 SQ FT, 100 LBS GYPSUM PER 1,000 SQ FT, 12 LBS 15-20-0 PER 1,000 SQ FT BEST OR EQUAL.
6. ALL TREES AND SHRUBS ARE TO BE INSTALLED AS PER REGIONAL STANDARD DRAWINGS SOL-101 AND SOL-102.
7. ALL PLANT MATERIAL SHALL CONFORM TO STANDARD SPECIFICATIONS SECTION 212, "LANDSCAPE AND IRRIGATION MATERIALS".
8. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 308, UNLESS OTHERWISE NOTED IN THESE DRAWINGS.
9. CONTRACTOR SHALL GUARANTEE PLANT LONGEVITY AS FOLLOWS: TREES-1 YEAR, SHRUBS & GROUNDCOVERS-3 MONTHS.
10. ALL SHRUBS AND GROUNDCOVER AREAS SHALL BE TOP DRESSED WITH 2" THICK LAYER OF APPROVED SHREDDED BARK MULCH.

GENERAL NOTES

1. PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE THOROUGHLY SOAKED.
2. THE PLANTING PLAN IS DIAGRAMMATIC AND SHALL BE USED AS A GUIDE FOR PLACING PLANTS.
3. DO NOT DAMAGE ROOTBALL DURING PLANTING. ANY PLANTS WITH DAMAGED ROOTBALLS MUST BE REPLACED.
4. SHRUBS AND TREES SHALL BE UNROOTED PLANTS WITH GROUNDCOVER AS DISTURBED BY SERVICES DEPARTMENT ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES.

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

384275
9/24/15
Signed (1st Sheet):

SEE SHEET L1 FOR IRRIGATION PLAN
SEE SHEET L2 FOR WATER CALCULATIONS

Shapton Landscape Architecture
714/955-6325
billshapton@hotmail.com

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO T-MOBILE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE IS STRICTLY PROHIBITED.

DATE:	04/29/15	
ARCHITECT:	DKD	
DRAWN BY:	HH	
CHECKED BY:	BOX	
ISSUE STATUS:		
Δ	DATE:	DESCRIPTION:
-	07/16/14	REV 20
-	08/07/14	REV 20
-	10/16/14	QTY CORRECTED
-	01/15/15	EQUIPMENT RFLD
-	04/29/15	EQUIPMENT RFLD

T-Mobile
stick together
1-800-955-5555
SAN DIEGO, CA 92161

DePratti Inc.

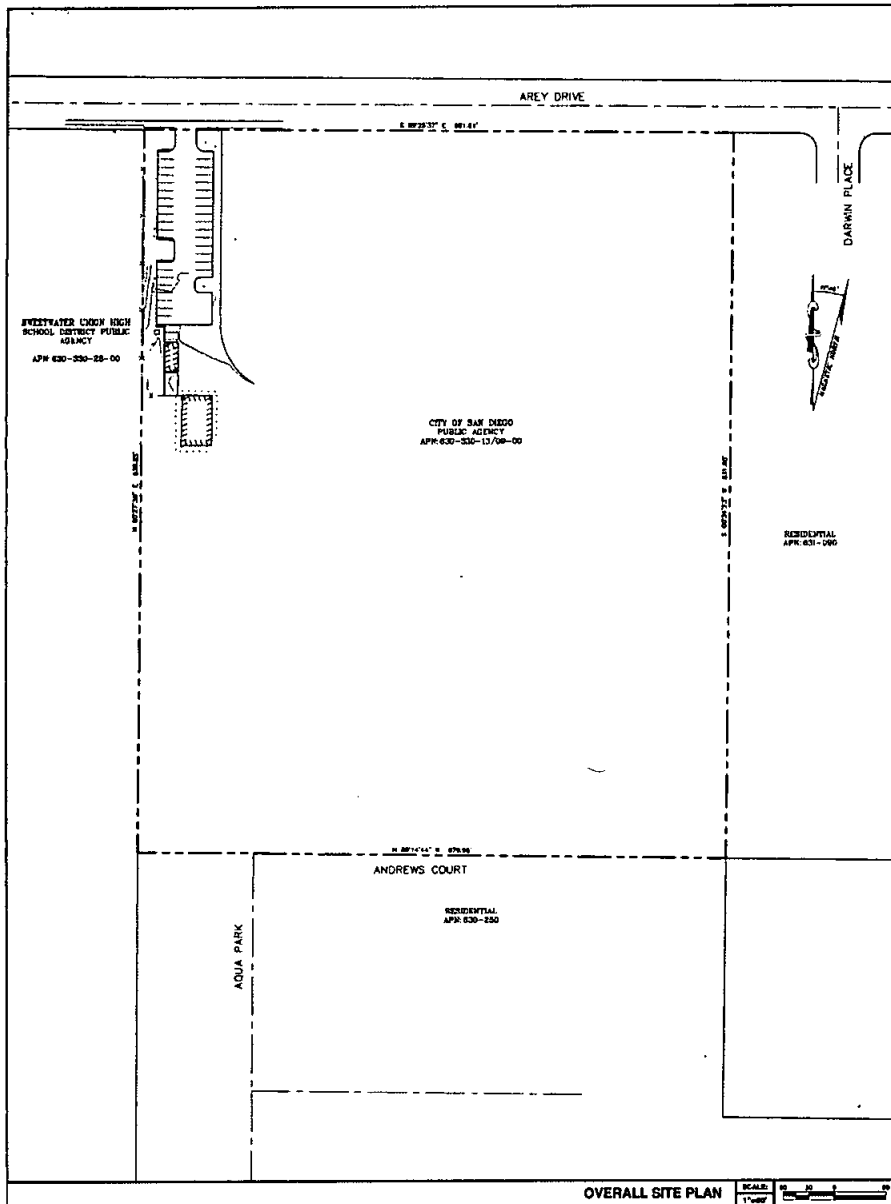
PLANS PREPARED BY:
DCI PACIFIC
A/E/C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING
22 EXCELLENCE PARK | SUITE 110
SAN DIEGO, CA 92108



PROJECT NAME:	SILVER WING TREE
PROJECT NUMBER:	SD08183A
PROJECT ADDRESS:	5737 AREY DRIVE SAN DIEGO, CA 92154
SHEET TITLE:	PLANTING PLAN
SHEET NUMBER:	

L3



PROPERTY LEGAL DESCRIPTION

PRELIMINARY TITLE NOTES:

OWNER'S NAME: CITY OF SAN DIEGO
ASSESSOR'S PARCEL NUMBER(S): 630-330-08-00

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED CALIFORNIA STATE PLANE COORDINATE SYSTEM - ZONE 10, AS DETERMINED BY G.P.S. OBSERVATIONS USING TRIMBLE 5700/5800 RECEIVERS AND TRIMBLE GEOTRAC OFFICE 1.80 SOFTWARE.

BASIS OF ELEVATIONS: NGVD 1929
ELEVATIONS ARE BASED ON THE CITY OF SAN DIEGO BENCHMARK NO. 2081 LOCATED AT THE INTERSECTIONS OF AREY DRIVE AND DARWIN PLACE, DESCRIBED AS THE S.W.P. ELEVATION = 335.80'.

SITE DATA

FEMA FLOOD ZONE DESIGNATION: National Flood Insurance Program.
County: San Diego Effective Date: 5-18-12
Map/Parcel: 06073071500
The Flood Zone Designation for this site is: ZONE X

FEMA FLOOD ZONE INFORMATION

VICINITY MAP

LEGEND

These standard symbols are to be found in the drawing:

- TELEPHONE POLE
- LIGHT POLE
- DATE DECIDUOUS
- BOTTOM OF CURB
- CONCRETE SURFACE
- EDGE OF CONCRETE
- ELECTRICAL TRANSFORMER
- FENCE TOP
- LIGHT POLE TOP
- GROUND SPOT ELEVATION
- PAINT STRIPES
- ROOF FLOOR
- ROOF OVERHANG
- SIDEWALK
- TOP OF CURB
- THREE TOP DECIDUOUS
- BOUNDARY LINE
- CENTERLINE
- MISC. PROPERTY LINE
- MISC. TR. LINE
- RIGHT-OF-WAY LINE
- FENCE LINE

LEGEND

1) This is not a boundary survey. This is a specialized topographic map. The property lines and easements shown herein are from record information of record. Floyd Surveying translated the topographic survey to record information using the best found monuments shown herein. No title research was performed by Floyd Surveying.

2) Any changes made to the information on this plan, without the written consent of Floyd Surveying, releases Floyd Surveying of any and all liability.

3) These drawings and specifications are the property of Floyd Surveying. It shall not be used for any other work except by agreement with the Surveyor. Written permission shall also permission must be obtained and shall be verified on the job site. Any discrepancy shall be brought to the notice of the Surveyor prior to commencement of any work.

4) Field survey completed on JULY 17, 2014.

GENERAL NOTES

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 T-MOBILE IS STRICTLY PROHIBITED.

DATE: 7/17/2014
SURVEYOR: DAF
DRAWN BY: AGP
CHECKED BY: DAF

ISSUE STATUS:

Δ	DATE	DESCRIPTION	BY
1	7/17/14	ISSUE	DAF
2	8/14/14	CORRECTED CONDUIT	DAF
3	1/20/15	NEW LINE / RECORD	DAF

T-Mobile
stick together
15000 VISTA AVE SUITE 200
SAN DIEGO, CA 92121

FLOYD SURVEYING
28936 OLD TOWN FRONT ST
SUITE 203
TORRENO, CA 92060
OFFICE (619) 584-8847
EMAIL: info@floydsurveying.com

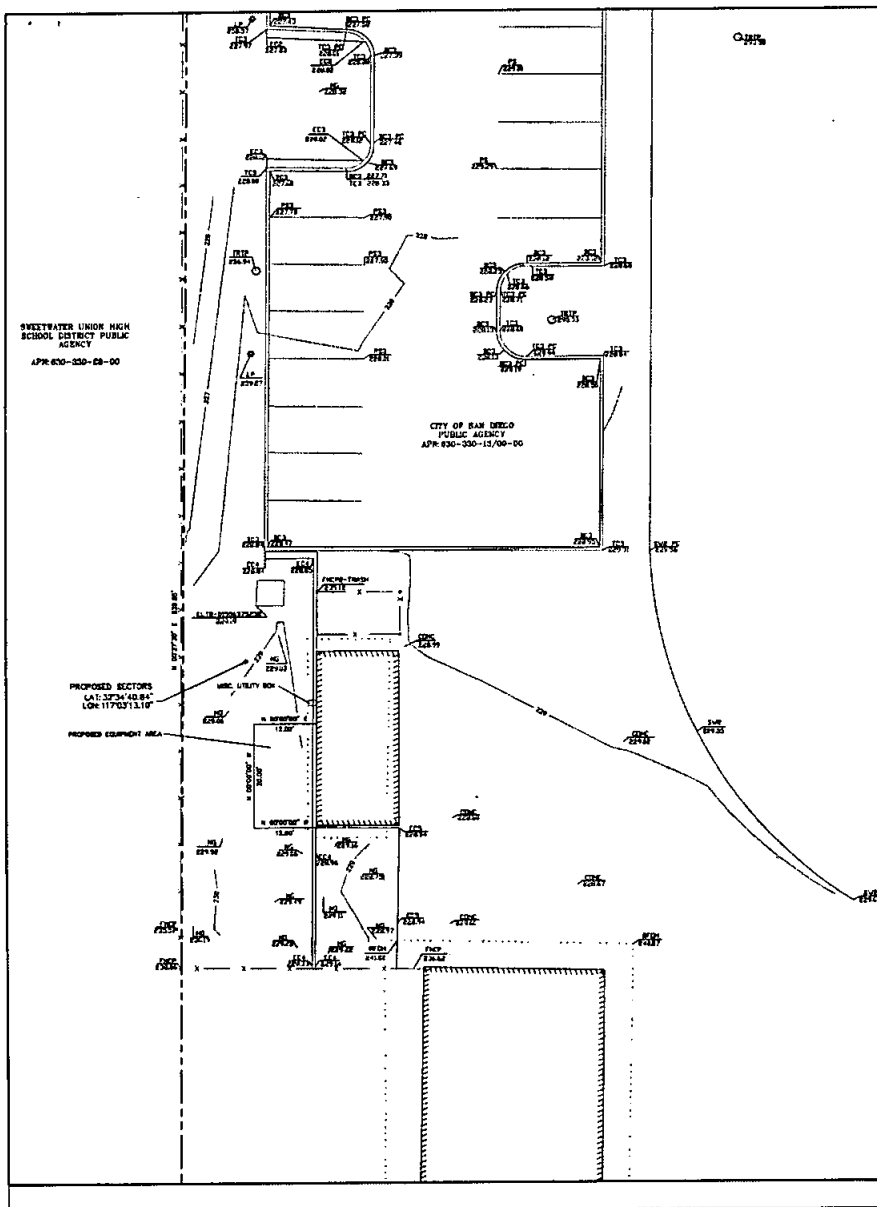
PROJECT NAME:
SILVER WING TREE

PROJECT NUMBER:
SD06183A

PROJECT ADDRESS:
3737 AREY DRIVE
SAN DIEGO, CA 92154

SHEET TITLE:
SITE SURVEY
GENERAL INFORMATION

SHEET NUMBER:
LS1

[illegible]



SD06183

SILVER WING TREE

3737 AREY DRIVE SAN DIEGO CA 92154

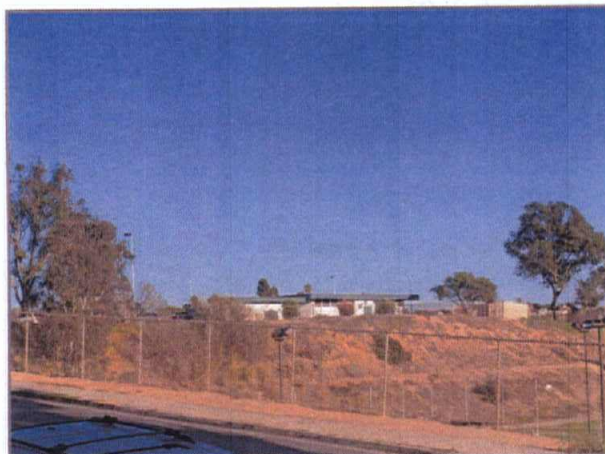


VIEW 1

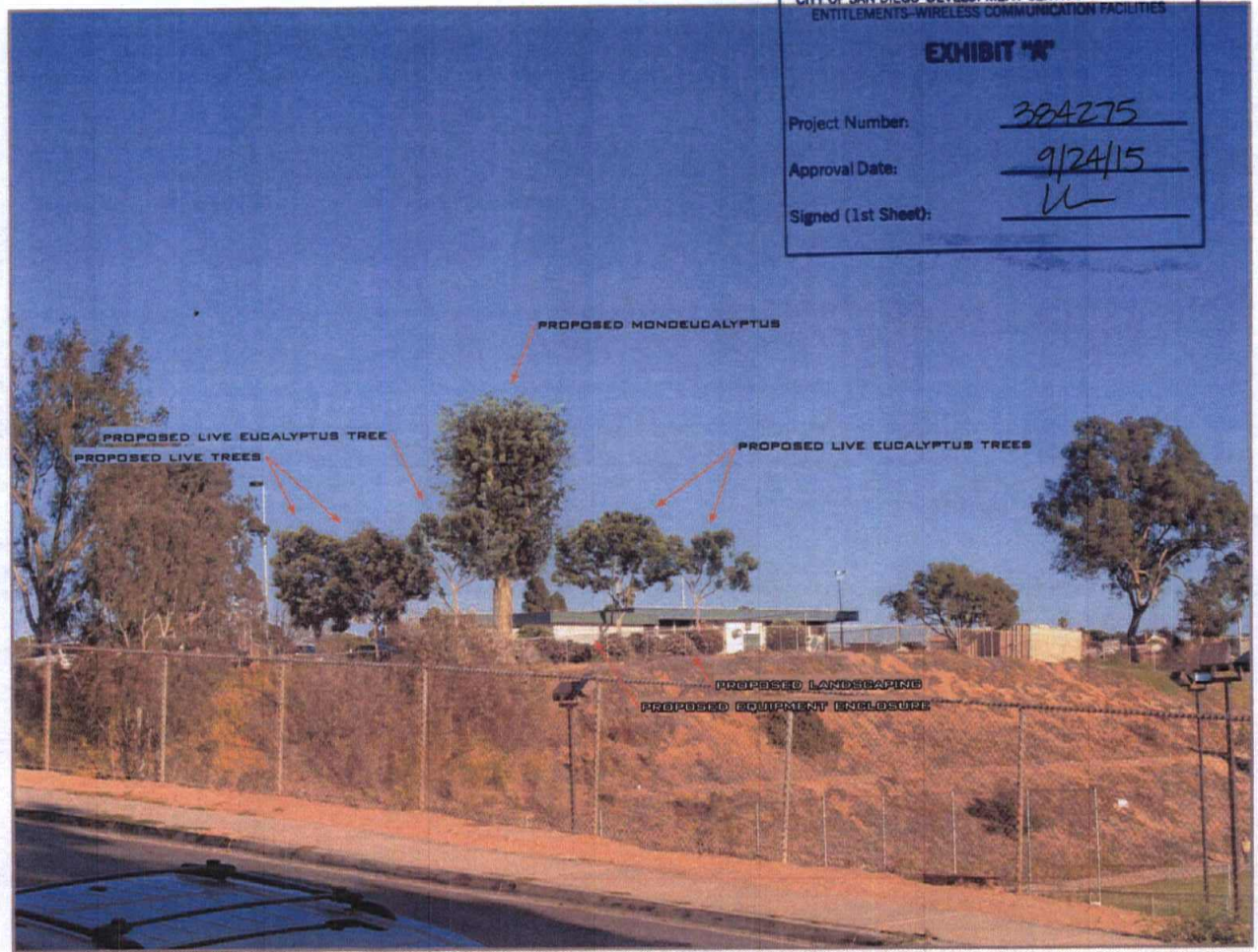


LOCATION

©2014 Google Maps



EXISTING



PROPOSED

LOOKING SOUTHEAST FROM AREY DRIVE

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 384275
Approval Date: 9/24/15
Signed (1st Sheet): W

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.

T-Mobile

SD06183

SILVER WING TREE

3737 AREY DRIVE SAN DIEGO CA 92154

ARTISTIC
engineering
AEsims.com
877.9AE.sims

VIEW 2

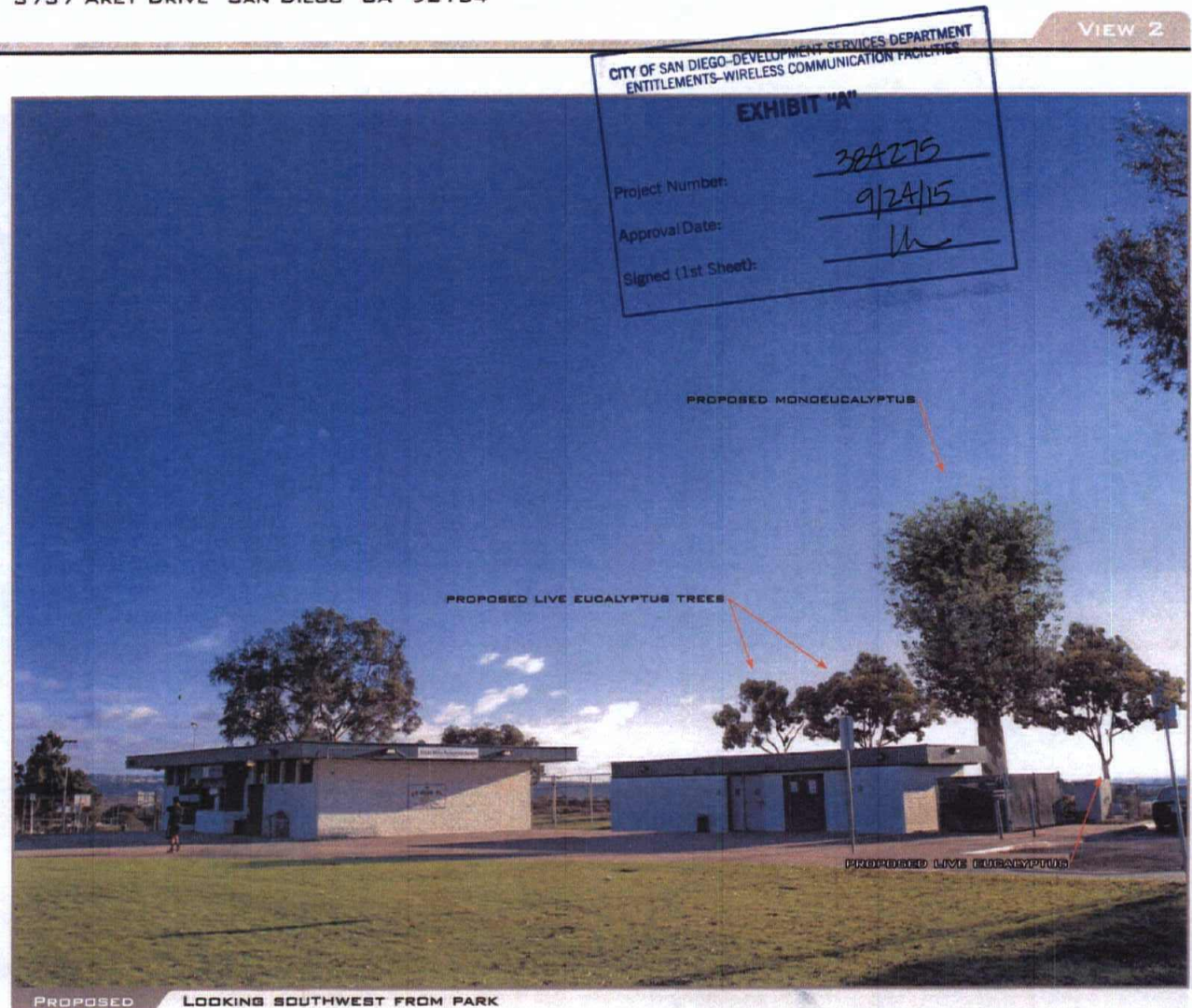


LOCATION

©2014 Google Maps



EXISTING



PROPOSED

LOOKING SOUTHWEST FROM PARK

CITY OF SAN DIEGO-DEVELOPMENT SERVICES DEPARTMENT
ENTITLEMENTS-WIRELESS COMMUNICATION FACILITIES

EXHIBIT "A"

Project Number: 38A275

Approval Date: 9/24/15

Signed (1st Sheet): W

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.

NOTICE OF EXEMPTION

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2422

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

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

Project No.: 384275

Project Title: T-Mobile Silver Wing Tree

Project Location-Specific: 3737 Arey Drive, San Diego, California 92154

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

Description of nature and purpose of the Project: **A CONDITIONAL USE PERMIT(CUP), NEIGHBORHOOD DEVELOPMENT PERMIT(NDP) and PLANNED DEVELOPMENT PERMIT(PDP)** to allow for a Wireless Communication Facility (WCF) consisting of a 48' high monoecalyptus tree supporting 16 panel antennas, and associated equipment cabinets located inside a new 12'-0" by 20'-0" aboveground enclosure at Silver Wing Park (City owned land).

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Bernard Dunham (Agent),
7990 New Salem Street,
San Diego, California 92126,
(619) 944-9564

Exempt Status: (CHECK ONE)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- ☒ Categorical Exemption: CEQA Exemption Section 15303-(New Construction or Conversion of Small Structures)
- ☐ Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment. The project, a CUP, NDP and PDP for a WCF consisting of 16 panel antennas mounted to a 48'-0" high monoecalyptus tree, and associated equipment enclosure, meets the criteria set forth in CEQA Section 15303 which addresses the construction and location of limited numbers of new, small facilities or structures. Additionally, none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

Lead Agency Contact Person: Rhonda Benally

Telephone: (619) 446-5468

If filed by applicant:

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

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

Anna L. McPherson / Senior Planner

July 16, 2015

Date

Signature/Title: *Anna L. McPherson*

Check One:

☒ Signed By Lead Agency

☐ Signed by Applicant

Date Received for Filing with County Clerk or OPR:

FILED

Ernest J. Dronenburg, Jr., Recorder County Clerk

OCT 02 2015

BY I. Aranda
DEPUTY

FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on OCT 02 2015
Posted OCT 02 2015 Removed NOV 02 2015
Returned to agency on NOV 02 2015
Deputy I. Aranda

State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
2015 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT#
SD2015 0901
STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT	DATE 10/02/2015
COUNTY/STATE AGENCY OF FILING SAN DIEGO	DOCUMENT NUMBER *20150901*
PROJECT TITLE T-MOBILE SILVER WING TREE	

PROJECT APPLICANT NAME BERNARD DUNHAM			PHONE NUMBER 619-944-9564
PROJECT APPLICANT ADDRESS 7990 NEW SALEM STREET	CITY SAN DIEGO	STATE CA	ZIP CODE 92126

PROJECT APPLICANT (Check appropriate box):

☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	\$3,069.75	\$	_____
☐ Negative Declaration (ND)(MND)	\$2,210.00	\$	_____
☐ Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$	_____
☐ Projects Subject to Certified Regulatory Programs (CRP)	\$1,043.75	\$	_____
☒ County Administrative Fee	\$50.00	\$	\$50.00
☐ Project that is exempt from fees			
☒ Notice of Exemption			
☐ CDFW No Effect Determination (Form Attached)			
☐ Other _____		\$	_____

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other 8289

TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE

X I. Aranda

TITLE

Deputy





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



ASSESSOR'S OFFICE
1600 Pacific Highway, Suite 103
San Diego, CA 92101-2480
Tel. (619) 236-3771 * Fax (619) 557-4056

www.sdarcc.com

RECORDER/COUNTY CLERK'S OFFICE
1600 Pacific Highway, Suite 260
P.O. Box 121750 * San Diego, CA 92112-1750
Tel. (619) 237-0502 * Fax (619) 557-4155

Transaction #: 349958820151002
Deputy: IARANDA
Location: COUNTY ADMINISTRATION BUILDING
02-Oct-2015 12:03

FEES:

50.00	Qty of 1 Fee Notice of Exemption for Ref# SD2015 0901
50.00	TOTAL DUE

PAYMENTS:

50.00	Check
50.00	TENDERED

**SERVICES AVAILABLE AT
OFFICE LOCATIONS**

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

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

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

Exhibit C

Memorandum of Lease Form

Recording Requested By and
When Recorded Return To:

APN# 630-330-09-00
Site #SD06183A

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is effective as of _____, 2017 (the Effective Date”).

1. THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), with an office at 1200 Third Avenue, M.S. 51A, San Diego, CA 92101-4155, and **Mobilitie Investments III, LLC, a Delaware limited liability company** (“LESSEE”), with an office at 2220 University Drive, Newport Beach, CA 92660 entered into that certain CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE (“Lease”) dated _____, 2017, for the purpose of installing, operating, and maintaining a wireless communication facility and other improvements as set forth in the Lease.
2. The term of the Lease is Ten (10) years, commencing _____, 2017, and terminating _____, 2027.
3. The land which is the subject of the Lease is described in attached Exhibit “A.” The portion of the land being leased to LESSEE is set forth in the Lease.

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

CITY:

LESSEE:

THE CITY OF SAN DIEGO, a
California municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

By: _____

Name: _____

Title: _____

Exhibit D

Interference Protection Requirements

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

Pre-installation or pre-use Testing

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

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

c. On-The-Air Tests - Technical Details

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

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

d. Radio Frequency Interference to City Radio Equipment

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

- (1) Detectable or measurable received intermodulation;

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

e. Modifications to Equipment

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

f. Resulting Interference

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

TECHNICAL DATA SUMMARY

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

DATE _____

LOCATION _____

APPLICANT _____

CALL SIGN _____ CONTACT NAME _____

PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

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

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

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E

Installation Standards

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

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

Exhibit F

Emergency Maintenance Procedures

If LESSEE discovers that any of the Communications Equipment is damaged, LESSEE shall immediately notify **CITY'S Station 38 at (619) 527-7660**.

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **LESSEE'S Network Operation Call Center at 949-515-1500**.

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

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

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

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

Exhibit G
Park Maintenance Standards – Effective July 1, 2012

Park Maintenance Task	Standard of Care (90% of Time)
1. Maintain Turf	
a. Mowing	Weekly
b. Edging	Weekly
c. Sweeping	Weekly (Flexible)
d. Fertilization	None
e. Aerification	Six Times Annually
f. Renovation/Restoration	As-Needed
2. Pick-up Trash	Pick up trash daily by 10:00 a.m., plus additional pick-ups in high-use areas or during special events.
3. Maintain Planters/Shrub and Flower Beds/Groundcover	
a. Edging	Weekly
b. Mulching, Replacing Plants, Hedging	Semi-Annually
c. Pruning	As-Needed
4. Maintain Trees and Park Forest System	Respond to safety hazards within two working days. Respond to non-safety related issues within 20 working days.
a. Fertilizing	Semi-Annually
b. Planting, Trimming, Pruning, Skirting, Removing	As-Needed
5. Maintain Hardscape – Sweeping	Weekly
6. Control Pests	
a. Landscape Plant Pests	For landscape pests, respond within 14 working days of service request received by Citywide Pesticide Crew
b. Animal Pests	As Needed
7. Remove Graffiti	Removal within 2 working days
8. Repair Irrigation	Fix within 7 working days of service request received by Citywide Irrigation Crew
9. Conduct Playground Inspection and Repair	Inspect all play equipment daily in the morning

a. Identify safety hazards	Lock off hazardous play equipment upon identification of hazard
b. Respond to safety hazards – emergency	Respond immediately
c. Respond to potential safety hazards – non-emergency	Respond to potential safety hazards within two days.

d. Respond to non-safety related issues	Respond to non-safety related issues within 14 working days.
10. Maintain Ballfields and Infields	As-Needed
11. Provide Indoor and Outdoor Activity Support	As-Needed
12. Perform Routine Preventative Equipment and Tool Maintenance	Weekly
13. Repair Small/Minor Equipment	Fix within 14 working days of service request received by Citywide Maintenance Repair Facility Mechanics
14. Install, Inspect, Clean and Repair Site Furnishings	Daily
15. Perform Custodial/Maintenance Activities	Daily
16. Clean Outdoor Restrooms	
a. Balboa Park	Clean all outdoor restrooms by 10:00 a.m.
b. Community/Neighborhood Parks	Clean all outdoor restrooms by 10:00 a.m.
c. Mission Bay Park	Clean all outdoor restrooms by 10:00 a.m.
d. Pools	Clean restrooms and locker rooms twice a day, once before opening and again during the day
17. Conduct Site Safety Checks	Daily
18. Respond in the Event of an Emergency	As-Needed
19. Serve our Customers	As-Needed
20. Train Staff	As mandated by regulatory agencies
21. Perform Weed Abatement	As Needed
22. Maintain Aquatic Features (fountains and pools)	
a. Fountains	Test fountains daily to ensure water quality meets County Department of Health standards
b. Pools	Test pools hourly during operational hours to ensure water quality meets County Department of Health standards

The proposed Urban Runoff Management Plan would require additional park maintenance activities, such as:

Storm drain inspection:

- o Inspect the storm drain system before and after rainy season - January 31 and September 30
- o Ensure Special Event permittee has left the area clean and there was no evidence of any pollutant discharge for each special event (75 people or more) staff supervisor must sign off on permit regarding the inspection

Storm drains (catch basins) must be inspected and cleaned at least twice annually if needed

Parking lots must be swept to pollutant free at least once annually (or by each inspection date if needed)

Storm water general refresher training (sponsored by Storm Water Division) and activity-specific training (tailgates by Department supervisors) is required annually Storm water will conduct random e-tests to measure general knowledge of staff

All permittees and contractors will be issued General Development Plans (maps of the areas they are permitting/working) with storm drains indicated, as well as the relevant Department BMP's and good housekeeping procedures.

The Department has a 90% threshold for each of these park maintenance standards due to issues such as inclement weather, staff shortages, and emergencies.

DOC# 2015-0555038



Oct 23, 2015 09:47 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$72.00

PAGES: 20

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

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 24005006

**NEIGHBORHOOD DEVELOPMENT PERMIT NO. 1359157
CONDITIONAL USE PERMIT NO. 1359158
PLANNED DEVELOPMENT PERMIT NO. 1359159
T-MOBILE – SILVER WING TREE, PROJECT NO. 384275
PLANNING COMMISSION**

This NEIGHBORHOOD DEVELOPMENT PERMIT NO. 1359157, CONDITIONAL USE PERMIT NO. 1359158, and PLANNED DEVELOPMENT PERMIT NO. 1359159 is granted by the PLANNING COMMISSION of the City of San Diego to THE CITY OF SAN DIEGO, Owner, and T-MOBILE, Permittee, pursuant to San Diego Municipal Code [SDMC] sections 141.0420, 126.0604, 126.0305, and 126.0404. The site is located at 3735-3737 Arey Drive in the AR-1-1 zone of the Otay Mesa-Nestor Community Plan Area. The project site is legally described as: PARCEL 1: The South 10 Acres of the West Half of the East Half of the Northeast Quarter of Section 26, Township 18 South, Range 2 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California, according to United States Government Survey approved February 25, 1870; and, PARCEL 2: That portion of the West Half of the East Half of the Northeast Quarter of Section 26, Township 18 South, Range 2 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California, according to the official plat thereof, described as follows: Beginning at a point on the Easterly line of said West Half, distant thereon South 00°06' 50" West 1813.31 feet from the Northeast corner of said West Half; thence North 89°53'10" West 682.48 feet to the Westerly line of said West Half; thence South 00°03'33" East 218.67 feet to the Northerly line of the South 10 Acres of said West Half; thence South 89°40'20" East along said Northerly line 681.82 feet to said Easterly line; thence North 00°06' 50" East 221.21 feet along said Easterly line to the Point of Beginning.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee to construct, operate, and maintain a Wireless Communication Facility (WCF) described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated September 24, 2015, on file in the Development Services Department.

ORIGINAL

The project shall include:

- a. A 48-foot tall faux eucalyptus tree (monoeucalyptus) supporting sixteen (16) panel antennas (with the following dimensions: 96.0" by 11.8" by 6.0") with associated equipment located within a 245 square-foot enclosure;
- b. Two deviations are permitted with the approval of this PDP: 1) The monoeucalyptus at 48-feet tall exceeds the AR-1-1 zone 30-foot height limit by 18-feet; and, 2) The equipment enclosure and monoeucalyptus are located within the AR-1-1 zone 20-foot side setback;
- c. Landscaping (planting, irrigation and landscape related improvements);
- d. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. **This permit must be utilized by October 8, 2018.**
2. This Conditional Use Permit [CUP] and corresponding use of this site shall **expire on October 8, 2025**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit.
3. No later than ninety (90) days prior to the expiration of this permit, the Owner/Permittee may submit a new application to the City Manager for consideration with review and a decision by the appropriate decision maker at that time. Failure to submit prior to the deadline will be cause for enforcement for noncompliance, which may include penalties and fines.
4. Under no circumstances, does approval of this permit authorize the Owner/Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Use of this permit beyond the expiration date of this permit is prohibited.
5. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:

- a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
6. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
7. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
8. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
9. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
10. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.
11. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
12. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

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

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

ENGINEERING REQUIREMENTS:

14. This project proposes to export 58 cubic yards of material from the project site. All export material shall be discharged into a legal disposal site. The approval of this project does not allow the onsite processing and sale of the export material unless the underlying zone allows a construction and demolition debris recycling facility with an approved Neighborhood Use Permit or Conditional Use Permit per LDC Section 141.0620(i).

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

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

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

PARK & RECREATION REQUIREMENTS:

18. Prior to construction permit issuance, complete Landscape Construction Documents shall be submitted for review and approval by the Park & Recreation Department and Development Services Department. Construction documents shall be in substantial conformance to the approved Exhibit "A" on file with the Development Services Department.

19. Prior to activation of this WCF and completion of the building permit an inspection sign-off from the Park & Recreation Department shall be obtained. Any landscape materials, including hardscape, damaged during construction shall be repaired or replaced by the Permittee, within 30 days, to the satisfaction of the Park & Recreation Department.

GEOLOGY REQUIREMENTS:

20. The Owner/Permittee shall submit a geotechnical investigation report or update letter that specifically addresses the proposed construction plans. The geotechnical investigation report or update letter shall be reviewed for adequacy by the Geology Section of Development Services prior to the issuance of any construction permit.

PLANNING/DESIGN REQUIREMENTS:

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

22. All proposed hand-holes shall be covered with bark material to match the monoeucalyptus trunk to the satisfaction of the Development Services Department.

23. All coaxial conduits shall be routed up through the caisson and into the tree to the satisfaction of the Development Services Department. Cable enclosures (referred to as "doghouses") are not permitted.

24. Branches shall extend a minimum of 24-inches beyond the face of the proposed antennas to the satisfaction of the Development Services Department.

25. Starting branch height shall be no higher than 15-feet, as illustrated on the stamped, approved Exhibit "A."

26. All exposed cables, brackets and supports shall be painted to match the faux tree foliage to the satisfaction of the Development Services Department.

27. Radio-frequency transparent "socks" fully covering the front and back of the antennas (and any other components) shall be installed.

28. The applicant is required to provide color samples of the faux tree prior to Building Permit issuance. This is to ensure that the proposed faux tree integrates with the surrounding landscape. Staff will pre-approve the color sample prior to Building Permit issuance. The exact faux tree color exhibit will be used during the FINAL INSPECTION. The color approved by Planning Staff must be identical to the as-built faux tree.

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

30. All facilities and related equipment shall be: maintained in good working order; free from trash, debris, graffiti; and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days of notification by the City of San Diego.
31. The Owner/Permittee shall notify the City within 30 days of the sale or transfer of this site to any other provider or if the site is no longer operational requiring the removal and the restoration of this site to its original condition.
32. The photosimulation(s) for the proposed project shall be printed (not stapled) on the building plans. This is to ensure the construction team building the project is in compliance with approved the Exhibit "A."
33. No overhead cabling is allowed for this project.
34. Exposed mounting apparatus shall be removed and shall not remain on the monoecalyptus absent antennas.
35. The Owner/Permittee shall not cause or allow the antennas located on the building to be different sizes (length, width, or height) than as shown on the stamped approved plans.
36. The WCF shall conform to Exhibit "A" (consisting of the stamped approved plans and approved photosimulations) prior to receiving final inspection approval.
37. Prior to the issuance of a construction permit, the telecommunication provider shall provide a certified cumulative radio frequency model study demonstrating compliance with the Federal Communications Commission's Radio Frequency Guidelines. All significant contributors to the ambient RF environment should be considered in the radio frequency model study.
38. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
39. The Permittee shall place appropriate signage on the WCF as required by CAL-OSHA/FCC to the satisfaction of the Development Services Department.

INFORMATION ONLY:

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

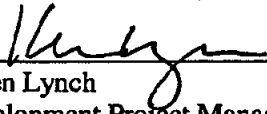
- A "Telecom Planning Inspection" will be required prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans, exhibits, and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at 619-446-5349 to schedule an inspection of the completed WCF. Please request the telecom inspection at least five working days ahead of the requested Final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Planning Commission of the City of San Diego on September 24, 2015 by Resolution No. PC-4733.

Permit Type/PTS Approval No.: NDP No. 1359157/CUP No. 1359158/PDP No. 1359159

Date of Approval: 9/24/2015

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT

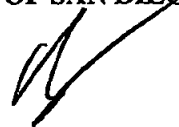


Karen Lynch
Development Project Manager

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

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

THE CITY OF SAN DIEGO
Owner

By 

CYBELE THOMPSON
DIRECTOR, REAL ESTATE ASSETS

T-MOBILE
Permittee

By 

Rachelle Lam
Partner Delivery-Manager San Diego

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

On October 21, 2015 before me, Stacie L. Maxwell, Notary Public

Date Here Insert Name and Title of the Officer
personally appeared -----Karen Lynch-----

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: T-Mobile Silver Wing Tree Document Date: Sept 24, 2015

Number of Pages: 8 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

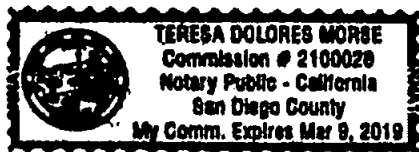
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Diego)
 On October 16, 2015 before me, Teresa Dolores Morse, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Cybele Thompson
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Teresa Dolores Morse
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: T-Mobile - Silver Ning Tree Document Date: 09/24/15

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ORIGINAL

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN DIEGO

s.s.

On OCT 12, 2015 before me, MELANIA SALTER, NOTARY PUBLIC

Name of Notary Public, Title

personally appeared RACHELLE LAM

Name of Signer (1)

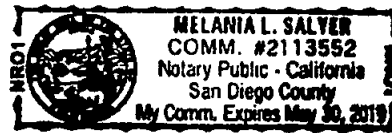
Name of Signer (2)

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

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

WITNESS my hand and official seal.

Melania Salter
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
☐ form(s) of identification	☐ credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
☐ Additional Signer	☐ Signer(s) Thumbprints(s)
☐ _____	

ORIGINAL

**PLANNING COMMISSION
RESOLUTION NO. PC-4733
NEIGHBORHOOD DEVELOPMENT PERMIT NO. 1359157
CONDITIONAL USE PERMIT NO. 1359158
PLANNED DEVELOPMENT PERMIT NO. 1359159
T-MOBILE – SILVER WING TREE
PROJECT NUMBER 384275**

WHEREAS, THE CITY OF SAN DIEGO, Owner, and T-MOBILE, Permittee, filed an application with the City of San Diego for a permit to construct, operate, and maintain a Wireless Communication Facility (WCF) (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit Nos. 1359157, 1359158, and 1359159);

WHEREAS, the site is located at 3735-3737 Arey Drive in the AR-1-1 zone of the Otay Mesa-Nestor Community Plan Area;

WHEREAS, the project site is legally described as: PARCEL 1: The South 10 Acres of the West Half of the East Half of the Northeast Quarter of Section 26, Township 18 South, Range 2 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California, according to United States Government Survey approved February 25, 1870; and, PARCEL 2: That portion of the West Half of the East Half of the Northeast Quarter of Section 26, Township 18 South, Range 2 West, San Bernardino Meridian, in the City of San Diego, County of San Diego, State of California, according to the official plat thereof, described as follows: Beginning at a point on the Easterly line of said West Half, distant thereon South 00°06' 50" West 1813.31 feet from the Northeast corner of said West Half; thence North 89°53'10" West 682.48 feet to the Westerly line of said West Half; thence South 00°03'33" East 218.67 feet to the Northerly line of the South 10 Acres of said West Half; thence South 89°40'20" East along said Northerly line 681.82 feet to said Easterly line; thence North 00°06' 50" East 221.21 feet along said Easterly line to the Point of Beginning;

WHEREAS, on July 16, 2015, the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.) under CEQA Guideline Section 15303-(New Construction or Conversion of Small Structures) and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code Section 112.0520;

WHEREAS, on September 24, 2015, the Planning Commission of the City of San Diego considered Neighborhood Development Permit No. 1359157, Conditional Use Permit No. 1359158, and Planned Development Permit No. 1359159 pursuant to the Land Development Code of the City of San Diego;

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of San Diego as follows:

That the Planning Commission adopts the following written Findings, dated September 24, 2015:

FINDINGS:

Neighborhood Development Permit - §126.0404

1. The proposed development will not adversely affect the applicable land use plan;

While the Otay Mesa-Nestor Community Plan does not specifically address WCFs, the City of San Diego's General Plan (UD-15) requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view.

The antennas associated with this WCF are proposed to be mounted to a new 48-foot tall monoecalyptus tree. Existing and proposed live eucalyptus trees will be planted adjacent to the monoecalyptus tree in order to integrate the faux tree with the surrounding park and overall neighborhood. The top five feet of the monoecalyptus will not contain antennas, but will allow for a more natural branch pattern which will improve the appearance of the faux tree. Equipment associated with the antennas is proposed in a 245-square foot enclosure located behind a park comfort station. The placement of the monoecalyptus and equipment enclosure has been designed, in consultation with the Park & Recreation Department, to not remove usable park space or impact use of the park. The proposed design will allow the provision of wireless service to the surrounding area in a way that is compatible with the surrounding uses and development.

The proposed WCF complies with the City's Land Development Code, Section 141.0420, Wireless Communication Facilities, as well as the requirements of the City's General Plan. The proposed WCF does not adversely affect the applicable land use plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

This project consists of sixteen (16) panel antennas mounted on a new 48-foot tall monoecalyptus tree. Equipment associated with the antennas will be located in an equipment enclosure located behind a park comfort station. The project is located at 3735-3737 Arey Drive in the AR-1-1 zone of the Otay Mesa-Nestor community plan area.

The project was determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to section 15303 (New Construction or Conversion of Small Structures). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

Additionally, the Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities"

on the basis of the environmental effects of Radio Frequency (RF) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." The applicant has provided a Radio Frequency Electromagnetic Fields Exposure Report to demonstrate that the proposed project will be consistent with the FCC's regulations for wireless facilities. Therefore, the project would not result in any significant health or safety risks to the surrounding area within matters of the City's jurisdiction.

In conclusion, the proposed project will not be detrimental to the public health, safety and welfare.

3. The proposed development will comply with the applicable regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code.

WCFs are permitted in agricultural zones with a non-residential use, with a Conditional Use Permit, Process Three, when the antennas are located less than 100 feet from the property line of a residential use, day care, elementary school, or middle school. In this case the antennas are located less than 100 feet from the property line of a middle school, requiring a CUP, Process Three. An above-ground equipment enclosure is also proposed in a City Park, which requires a Neighborhood Development Permit. Above-ground equipment enclosures are permitted in parks when it has been determined that the equipment does not remove usable park space or preclude park uses from occurring. T-Mobile representatives evaluated the park site with the Park & Recreation Department in order to determine an appropriate location which would allow T-Mobile to meet their coverage objective, while at the same time respecting the existing park's design and use. The Park & Recreation Department determined that the proposed location of the WCF, including the above-ground equipment, is compatible with the park and does not remove usable park space.

In addition to the NDP and CUP, a PDP is also required for two deviations requested by the project:

1. Height: The proposed monoeucalyptus, at a total of 48-feet tall, exceeds the AR-1-1 zone height limit of 30-feet by 18-feet. The height deviation allows T-Mobile to meet the proposed coverage objectives for this site and includes 5-feet at the top of the monoeucalyptus to allow for a more natural appearance. If the height was reduced, the monoeucalyptus may appear less realistic and T-Mobile's coverage and capacity capabilities would be reduced. Additional sites in less preferable (more sensitive) areas of the community might be required to provide the coverage and capacity that the site, as currently designed offers, based on the requested height.
2. Setback: Portions of the monoeucalyptus and the equipment enclosure encroach into the AR-1-1 zone 20-foot side setback. T-Mobile coordinated with the Park & Recreation Department to locate the equipment and monoeucalyptus in an area of the park that would not disrupt or displace park uses. The WCF is located behind an existing park comfort station and is aligned with existing and proposed live eucalyptus trees. If the setback deviation was not granted, the monoeucalyptus and equipment would have to be located further into the interior of the park, with a less desirable location that could adversely impact the park's design and use.

Based on the reasons listed above, the project results in a more desirable project *with* the deviations than if the project complied with the strict application of the AR-1-1 zone development regulations.

The City's Land Development Code (LDC) permits the use of faux landscape, such as the proposed monoecalyptus tree, when existing or proposed live trees of a similar size and species are provided. In this case, the monoecalyptus has been sited along an existing space adjacent to the property line with trees. To supplement the existing trees, additional trees are proposed along this area to assist in integrating the faux tree, in compliance with the LDC requirements.

Based on this analysis, the camouflaged design, and permits required, this project complies with the applicable regulations of the Land Development Code, including the deviations permitted with the PDP.

Conditional Use Permit - Section §126.0305

1. The proposed development will not adversely affect the applicable land use plan;

While the Otay Mesa-Nestor Community Plan does not specifically address WCFs, the City of San Diego's General Plan (UD-15) requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view.

The antennas associated with this WCF are proposed to be mounted to a new 48-foot tall monoecalyptus tree. Existing and proposed live eucalyptus trees will be planted adjacent to the monoecalyptus tree in order to integrate the faux tree with the surrounding park and overall neighborhood. The top five feet of the monoecalyptus will not contain antennas, but will allow for a more natural branch pattern which will improve the appearance of the faux tree. Equipment associated with the antennas is proposed in a 245-square foot enclosure located behind a park comfort station. The placement of the monoecalyptus and equipment enclosure has been designed, in consultation with the Park & Recreation Department, to not remove usable park space or impact use of the park. The proposed design will allow the provision of wireless service to the surrounding area in a way that is compatible with the surrounding uses and development.

The proposed WCF complies with the City's Land Development Code, Section 141.0420, Wireless Communication Facilities, as well as the requirements of the City's General Plan. The proposed WCF does not adversely affect the applicable land use plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare;

This project consists of sixteen (16) panel antennas mounted on a new 48-foot tall monoecalyptus tree. Equipment associated with the antennas will be located in an equipment

enclosure located behind a park comfort station. The project is located at 3735-3737 Arey Drive in the AR-1-1 zone of the Otay Mesa-Nestor community plan area.

The project was determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to section 15303 (New Construction or Conversion of Small Structures). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

Additionally, the Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emission to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." The applicant has provided a Radio Frequency Electromagnetic Fields Exposure Report to demonstrate that the proposed project will be consistent with the FCC's regulations for wireless facilities. Therefore, the project would not result in any significant health or safety risks to the surrounding area within matters of the City's jurisdiction.

In conclusion, the proposed project will not be detrimental to the public health, safety and welfare.

3. The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code; and

WCFs are permitted in agricultural zones with a non-residential use, with a Conditional Use Permit, Process Three, when the antennas are located less than 100 feet from the property line of a residential use, day care, elementary school, or middle school. In this case the antennas are located less than 100 feet from the property line of a middle school, requiring a CUP, Process Three. An above-ground equipment enclosure is also proposed in a City Park, which requires a Neighborhood Development Permit. Above-ground equipment enclosures are permitted in parks when it has been determined that the equipment does not remove usable park space or preclude park uses from occurring. T-Mobile representatives evaluated the park site with the Park & Recreation Department in order to determine an appropriate location which would allow T-Mobile to meet their coverage objective, while at the same time respecting the existing park's design and use. The Park & Recreation Department determined that the proposed location of the WCF, including the above-ground equipment, is compatible with the park and does not remove usable park space.

In addition to the NDP and CUP, a PDP is also required for two deviations requested by the project:

1. Height: The proposed monoecalyptus, at a total of 48-feet tall, exceeds the AR-1-1 zone height limit of 30-feet by 18-feet. The height deviation allows T-Mobile to meet the proposed coverage objectives for this site and includes 5-feet at the top of the monoecalyptus to allow for a more natural appearance. If the height was reduced, the

monoeucalyptus may appear less realistic and T-Mobile's coverage and capacity capabilities would be reduced. Additional sites in less preferable (more sensitive) areas of the community might be required to provide the coverage and capacity that the site, as currently designed offers, based on the requested height.

2. Setback: Portions of the monoeucalyptus and the equipment enclosure encroach into the AR-1-1 zone 20-foot side setback. T-Mobile coordinated with the Park & Recreation Department to locate the equipment and monoeucalyptus in an area of the park that would not disrupt or displace park uses. The WCF is located behind an existing park comfort station and is aligned with existing and proposed live eucalyptus trees. If the setback deviation was not granted, the monoeucalyptus and equipment would have to be located further into the interior of the park, with a less desirable location that could adversely impact the park's design and use.

Based on the reasons listed above, the project results in a more desirable project *with* the deviations than if the project complied with the strict application of the AR-1-1 zone development regulations.

The City's Land Development Code (LDC) permits the use of faux landscape, such as the proposed monoeucalyptus tree, when existing or proposed live trees of a similar size and species are provided. In this case, the monoeucalyptus has been sited along an existing space adjacent to the property line with trees. To supplement the existing trees, additional trees are proposed along this area to assist in integrating the faux tree, in compliance with the LDC requirements.

Based on this analysis, the camouflaged design, and permits required, this project complies with the applicable regulations of the Land Development Code, including the deviations permitted with the PDP.

4. The proposed use is appropriate at the proposed location.

The WCF Regulations and Council Policy 600-43 encourage wireless providers to locate WCFs away from residential and other sensitive uses by providing lower permit process levels in commercial and industrial zones. WCFs located in commercial and industrial zones are permitted with Process One (Staff-level) approvals, whereas WCFs located in a residential zone with a residential use are permitted with a Process Four (Planning Commission) approval. This particular WCF is located in an agricultural zone with a non-residential use, where the antennas are located less than 100 feet from the property line of a middle school. This project could be processed as a CUP, Process Three, but due to the deviations requested and the corresponding PDP, a Process Four decision is required. Wireless carriers must provide coverage throughout their license area. While the proposed WCF is not located in the *most* preferable area (a property zoned commercial or industrial), the project has been designed in a way that is respectful of the park use and the neighborhood context and is able to provide coverage to the surrounding neighborhood in a way that is not intrusive. Therefore, the proposed use is appropriate at the proposed location.

Planned Development Permit - §126.0604

1. The proposed development will not adversely affect the applicable land use plan;

While the Otay Mesa-Nestor Community Plan does not specifically address WCFs, the City of San Diego's General Plan (UD-15) requires that the visual impact of wireless facilities be minimized by concealing wireless facilities in existing structures or using screening techniques to hide or blend them into the surrounding area. The plan also calls for these facilities to be designed to be aesthetically pleasing and respectful of the neighborhood context. Furthermore, the plan states that equipment associated with wireless facilities be concealed from view.

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The proposed WCF complies with the City's Land Development Code, Section 141.0420, Wireless Communication Facilities, as well as the requirements of the City's General Plan. The proposed WCF does not adversely affect the applicable land use plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare;

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The project was determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to section 15303 (New Construction or Conversion of Small Structures). The conditions of approval for the project will require compliance with several operational constraints and development controls intended to assure the continued public health, safety and welfare. All proposed improvement plans associated with the project will be reviewed prior to issuance of construction permits and inspected during construction to assure the project will meet or exceed all relevant and applicable building, electrical, mechanical, plumbing and fire codes.

Additionally, the Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emission to the extent that

such facilities comply with the Federal Communication Commission's (FCC) standards for such emissions." The applicant has provided a Radio Frequency Electromagnetic Fields Exposure Report to demonstrate that the proposed project will be consistent with the FCC's regulations for wireless facilities. Therefore, the project would not result in any significant health or safety risks to the surrounding area within matters of the City's jurisdiction.

In conclusion, the proposed project will not be detrimental to the public health, safety and welfare.

3. **The proposed development will comply with the regulations of the Land Development Code including any proposed deviations pursuant to Section 126.0602(b)(1) that are appropriate for this location and will result in a more desirable project than would be achieved if designed in strict conformance with the development regulations of the applicable zone; and any allowable deviations that are otherwise authorized pursuant to the Land Development Code.**

WCFs are permitted in agricultural zones with a non-residential use, with a Conditional Use Permit, Process Three, when the antennas are located less than 100 feet from the property line of a residential use, day care, elementary school, or middle school. In this case the antennas are located less than 100 feet from the property line of a middle school, requiring a CUP, Process Three. An above-ground equipment enclosure is also proposed in a City Park, which requires a Neighborhood Development Permit. Above-ground equipment enclosures are permitted in parks when it has been determined that the equipment does not remove usable park space or preclude park uses from occurring. T-Mobile representatives evaluated the park site with the Park & Recreation Department in order to determine an appropriate location which would allow T-Mobile to meet their coverage objective, while at the same time respecting the existing park's design and use. The Park & Recreation Department determined that the proposed location of the WCF, including the above-ground equipment, is compatible with the park and does not remove usable park space.

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2. **Setback:** Portions of the monoecalyptus and the equipment enclosure encroach into the AR-1-1 zone 20-foot side setback. T-Mobile coordinated with the Park & Recreation Department to locate the equipment and monoecalyptus in an area of the park that would not disrupt or displace park uses. The WCF is located behind an existing park comfort station and is aligned with existing and proposed live eucalyptus trees. If the setback deviation was not granted, the monoecalyptus and equipment would have to be located further into the interior of the park, with a less desirable

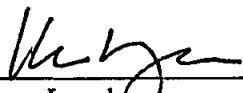
location that could adversely impact the park's design and use.

Based on the reasons listed above, the project results in a more desirable project *with* the deviations than if the project complied with the strict application of the AR-1-1 zone development regulations.

The City's Land Development Code (LDC) permits the use of faux landscape, such as the proposed monoecalyptus tree, when existing or proposed live trees of a similar size and species are provided. In this case, the monoecalyptus has been sited along an existing space adjacent to the property line with trees. To supplement the existing trees, additional trees are proposed along this area to assist in integrating the faux tree, in compliance with the LDC requirements.

Based on this analysis, the camouflaged design, and permits required, this project complies with the applicable regulations of the Land Development Code, including the deviations permitted with the PDP, which results in a more desirable project than if the project complied with the strict application of the AR-1-1 zone development regulations.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, NEIGHBORHOOD DEVELOPMENT PERMIT NO. 1359157, CONDITIONAL USE PERMIT NO. 1359158, and PLANNED DEVELOPMENT PERMIT NO. 1359159 are hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit Nos. 1359157, 1359158, and 1359159, a copy of which is attached hereto and made a part hereof.



Karen Lynch
Development Project Manager
Development Services

Adopted on: September 24, 2015

Internal Order No. 24005006