

**CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT**

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and PACIFIC BELL TELEPHONE COMPANY, a California corporation, dba AT&T California ("AT&T"), ("PERMITTEE"), to be effective as of October 17, 2018 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

Under the terms and conditions of this Permit, CITY will allow PERMITTEE to use the Permit Area solely as provided herein.

RECITALS

- A. CITY is the owner of certain real property (the "City Property,") located at 4495 ½ Otay Mesa Road, San Diego, CA 92173, also referred to as San Ysidro View Park Communications Center.
- B. PERMITTEE represents that its use of the Permit Area will benefit the United States (U.S.) Department of Homeland Security (U.S. Homeland Security) and U.S. Customs and Border Protection's (U.S. CBP) operations at the border crossing by transmitting data and ensuring that U.S. Homeland Security and U.S. CBP have uninterrupted access to that data
- C. PERMITTEE'S use of the Permit Area requires approval by the CITY'S Department of Information Technology/Wireless Services Division.
- D. Under the terms and conditions of this Permit, CITY will allow PERMITTEE to use the Permit Area solely as provided herein.

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

1. DEFINITIONS

As used in this Permit, the following terms shall be defined as follows:

- 1.1 "CITY Contact" – the CITY's designee for purposes of this Permit. The CITY Contact is currently **Carla Gresham, Property Agent**, who can be contacted at (619) 236-6729.
- 1.2 "Permit Area" – located within a portion of the City Property on the northeastern portion of the property consisting of an approximate 33' x 24' area for a trailer and an area consisting of approximately 80 square feet for a generator, as described and depicted in **Exhibit A**.
- 1.3 "Temporary Communications Facility"-- a temporary, wireless communication facility owned and operated by PERMITTEE including one (1) Microwave dish

antenna on a 32-foot temporary antenna support pole located on a Microwave Restoration Trailer, and one (1) generator will be located adjacent to the trailer, as more particularly depicted in Exhibit B.

- 1.4 **"Permit Use"** – the non-exclusive use of the Permit Area for the purposes of operating, maintaining, and removing, all at PERMITTEE'S sole cost and expense, a temporary wireless communication facility in the Permit Area, for the purpose of transmitting data and communications to U.S. Homeland Security and U.S. CBP P.
- 1.5 **"PERMITTEE'S Operations"** – PERMITTEE'S occupancy, use, and maintenance of the Permit Area.
- 1.6 **"Permit Fee"** – Upon execution of this Permit by PERMITTEE, PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee in the amount of Nine Hundred Eighty Dollars (\$980.00). PERMITTEE shall deliver this fee to the Real Estate Assets Department (together with this Permit) located at the Civic Center Plaza Building, 1200 Third Avenue, Suite 1700, San Diego, CA 92101. The payment should be made payable to the City Treasurer.
- 1.7 **"Rent"** – Rent under this permit will be waived because of the public safety benefits received from reliable transmission of the communications being facilitated by this Permit Use.
- 1.8 **"Term"** – the term of this Permit ("Term") shall be six (6) months, commencing on the Effective Date.

2. RIGHT TO ENTER

Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, and contractors to enter upon the Permit Area.

3. USE OF PERMIT AREA

PERMITTEE may use the Permit Area on a non-exclusive basis for the sole purpose of the Permit Use, and for no other purpose whatsoever without CITY'S prior written consent in each instance.

- 3.1 **Time of Use.** PERMITTEE may operate and access the Temporary Communications Facility within the Permit Area twenty-four (24) hours a day, seven (7) days a week. All visits to the Temporary Communications Facility should be scheduled through Kim Andersen, Wireless Services Division at 619-525-8656. Proper identification is required.
- 3.2 **No Nuisance.** PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in the surrounding area.

4. **HOLDOVER**

Any holding over by PERMITTEE after the expiration or earlier termination of this Permit shall not be considered a renewal or extension of this Permit. The occupancy of the Permit Area after the expiration or earlier termination of this Permit shall constitute a month-to-month tenancy at will and all other terms and conditions of this Permit shall continue in full force and effect, except that CITY may then demand and receive from PERMITTEE rent at the market rate as of the date of the expiration or earlier termination of the Permit. CITY's acceptance of such rent shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.

5. **TERMINATION**

PERMITTEE or CITY may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to the other party.

6. **REVOCABLE LICENSE**

This Permit is not a lease. It is a non-exclusive license to use the Permit Area, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may at all times enter upon the Permit Area.

7. **RESTORATION**

Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall promptly remove the Temporary Communications Facility, as well as any and all improvements it installed in, on, under, or above the Permit Area, and any other equipment or personal property belonging to PERMITTEE or brought to the Permit Area by PERMITTEE, and restore the Permit Area to its original condition, all at PERMITTEE'S sole cost and expense. PERMITTEE shall comply with any and all applicable laws.

8. **INSURANCE**

8.1 PERMITTEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE'S liabilities under this Permit, including without limitation PERMITTEE'S indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. PERMITTEE'S maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto

which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence and general aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.
 - (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit.
 - (c) Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE'S employees who are subject to this Permit, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.
- 8.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by PERMITTEE or on PERMITTEE'S behalf; (b) PERMITTEE'S products; (c) PERMITTEE'S work, including without limitation PERMITTEE'S completed operations performed by PERMITTEE or on PERMITTEE'S behalf; or (d) the Permit Area.
- 8.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, and representatives as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, and representatives shall be in excess of PERMITTEE'S insurance and shall not contribute to it.
- 8.1.3 Severability of Interest. Each policy shall provide that PERMITTEE'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.

- 8.14 **Qualified Insurer(s).** Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
- 8.15 **Deductibles/Retentions.** All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE shall provide CITY with a letter ("Verification Letter") confirming that PERMITTEE'S parent company has a net worth of at least \$100,000,000, which Verification Letter shall be provided to CITY within thirty (30) days after this Permit is fully executed.
- 8.16 **Continuity of Coverage.** All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately obtain replacement insurance as soon as possible.
- 8.17 **Modification.** To assure protection from and against the kind and extent of risk existing with the Permit Use, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE 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 Permit Use.
- 8.18 **Accident Reports.** PERMITTEE shall immediately, or as soon as practicable and not more than 48 hours after PERMITTEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. 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.

8.2 Self Insurance. Notwithstanding the insurance provision of this section 8 to the contrary, PERMITTEE shall have the right to self-insure with respect to any of the insurance required to be carried by PERMITTEE under this section 8.

9. PERMITTEE'S RISK

PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S Operations, the Temporary Communications Facility, and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.

10. ACCEPTANCE OF PERMIT AREA

By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that PERMITTEE is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations CITY may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects within the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including, without limitation, PERMITTEE'S employees, from any defects within the Permit Area, and shall be solely responsible therefor.

11. IMPROVEMENTS AND ALTERATIONS

PERMITTEE shall not construct any improvements, structures, or installations within the Permit Area, and shall not alter the Permit Area or Temporary Communications Facility within the Permit Area without the express written consent of CITY, which consent shall be in CITY's sole discretion. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

12. COMPLIANCE WITH LAWS AND POLICIES

12.1 General. PERMITTEE shall, at its sole cost and expense, comply with the requirements of all rules, regulations, ordinances, laws, and directives of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S Operations.

12.2 No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, gender identity, gender

expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

13. TELECOMMUNICATIONS PROVISIONS

- 13.1 Radio Frequency Radiation.** PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Temporary Communications Facility within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Temporary Communications Facility, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. PERMITTEE shall report to CITY any areas discovered by PERMITTEE to exceed such federally mandated limits. PERMITTEE shall not hold CITY responsible for its radiation levels found to exceed such limits. PERMITTEE shall indemnify, defend and hold the CITY harmless for any liabilities, fines, or other penalties claimed or imposed against the CITY that result from the existence of levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by PERMITTEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities, fines, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA.
- 13.2 Radio Frequency Interference.** PERMITTEE shall comply with all requirements set forth in **Exhibit C**, which may be updated from time to time in CITY'S sole discretion. PERMITTEE warrants that PERMITTEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses on City property.
- 13.3 Industry Standards.** PERMITTEE shall perform PERMITTEE'S Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, located at <http://www.repeater-builder.com/antenna/site-stuff/are-fifty-six-man-2005.pdf> or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, PERMITTEE shall comply with the following supplemental requirements:
- 13.3.1** PERMITTEE shall remove all trash and debris from the Permit Area before and after each workday;

- 13.3.2 Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
 - 13.3.3 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 on City Property and
 - 13.3.4 PERMITTEE shall comply with the requirements set forth in **Exhibit D** with respect to PERMITTEE'S Operations. CITY may, in its sole discretion, update **Exhibit D** from time to time.
- 13.4 Other Facilities. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) on City Property without CITY'S prior consent.
- 13.5 Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not interfere with CITY operations or public use of any CITY-owned property.

14. **WATER QUALITY – BEST MANAGEMENT PRACTICES**

The CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage PERMITTEE'S Operations on the Permit Area in a manner which aids in the protection of the City of San Diego's precious water resources. It is the PERMITTEE's responsibility to identify and implement an effective combination of BMPs with respect to PERMITTEE'S Operations 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, PERMITTEE 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 PERMITTEE's responsibility to prevent the pollutant discharges to the storm drain system. Therefore, the PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

15. **WASTE, DAMAGE, OR DESTRUCTION**

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs within the Permit Area. PERMITTEE shall not commit, or allow to be committed, any waste or injury, or any public or private nuisance, in connection with PERMITTEE'S Operations. If the Permit Area is damaged by any cause that puts the Permit Area into a condition which is not decent, safe, healthy, and/or sanitary, PERMITTEE shall make, or cause to be made, full repair of the damage and restore the Permit Area to the condition which existed prior to the damage; or, at CITY'S option, PERMITTEE shall clear and remove from the Permit Area all debris resulting from the damage and restore the Permit

Area 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. PERMITTEE shall commence preliminary steps toward performing repairs and/or restoration of the Permit Area as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Permit Area within one hundred eighty (180) calendar days after such occurrence.

16. **HAZARDOUS SUBSTANCES**

PERMITTEE 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 Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE 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 Permit, 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 **Hazardous Substance.** For all purposes of this Permit, "Hazardous Substance" shall mean 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.
- 16.3 **Remediation.** If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.4 **Removal.** If PERMITTEE or PERMITTEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE's agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the

Permit Area. PERMITTEE 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.

- 16.5 **Indemnity.** PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, 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, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 16.6 **Notice of Release.** If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE 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. PERMITTEE 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 PERMITTEE 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, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE 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 Permit Area.
- 16.7 **Environmental Assessment.** Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, 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 PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, 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 Permit Area, 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. PERMITTEE shall cause, or if PERMITTEE 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 Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.

17. SIGNS

PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising in the Permit Area without CITY'S prior written consent. If any such unauthorized item is found within the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE's cost and expense.

17.1 Company Logos. PERMITTEE shall not display any company logo or advertising of any kind on the Temporary Communications Facility.

18. MAINTENANCE OF THE PERMIT AREA

PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair, and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the use of the Permit Area. At no time during the Term shall CITY be required to make any improvements or repairs to the Permit Area. PERMITTEE shall, at all times, keep the Permit Area free and clear of rubbish, debris, and litter.

18.1 Emergency Maintenance Procedures. The parties shall comply with the emergency maintenance procedures set forth in Exhibit E, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

19. REPAIR

PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused by PERMITTEE or by PERMITTEE's work on the Permit Area, including items or property that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

20. ENTRY AND INSPECTION

CITY may, at all times, enter and inspect the Permit Area.

21. UTILITIES

Utilities shall be provided and paid by PERMITTEE.

22. TAXES

PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of PERMITTEE's Operations, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, assessments, and/or fees shall not reduce any payment due CITY.

23. SUPERIOR INTERESTS

This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow PERMITTEE's use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting superior interest, PERMITTEE 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.

24. ENCUMBRANCES

PERMITTEE shall keep the Permit Area, and any CITY-owned property of which the Permit Area is a part, free from all encumbrances and liens of any nature which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost, or expense, including, without limitation, all attorney fees and costs, relating to or charged against the Permit Area, including, without limitation, PERMITTEE's failure, or the failure of any contractor or subcontractor hired by PERMITTEE, to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

25. ASSIGNMENT AND SUBLICENSE

PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent, which may be withheld or delayed in CITY's sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.

26. INDEMNIFICATION

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

27. OTHER GOVERNMENTAL ACTIONS

By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE's Operations. Discretionary action includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

28. REVOCATION AND TERMINATION

28.1 Revocation or Termination by CITY. This Permit may be revoked or terminated upon thirty (30) days prior written notice by CITY, in CITY's sole discretion. Upon CITY's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this Permit.

28.2 Revocation or Termination by PERMITTEE. This Permit may be revoked or terminated upon thirty (30) days prior written notice by PERMITTEE. Upon PERMITTEE's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. Revocation or termination of this Permit by PERMITTEE shall not release

PERMITTEE from any obligation or liability incurred/accrued, excepting monthly rent payments for time periods after which PERMITTEE has removed itself from, and restored, the Permit Area.

28.3 Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

28.4 Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may, at any and all times, require the cure of the default.

29. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

29.1 Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment, and other items of personal property upon the expiration of this Permit, or as soon as practicable after termination, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at PERMITTEE's sole cost and expense. If PERMITTEE fails to remove any such items more than three (3) calendar days after the expiration or earlier termination of this Permit, CITY may, at its option, remove such items at PERMITTEE's sole cost and expense.

29.2 Late Removal. PERMITTEE shall pay rent to CITY, calculated on a per diem basis, at the market rate as of the date of the expiration or earlier termination of the Permit, for any period of time needed to remove any improvements or personal property from the Permit Area, whether by CITY or PERMITTEE, after the expiration or earlier termination of this Permit

30. NOTICES

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

PERMITTEE at PERMITTEE'S Address for Notices, and to CITY as follows:

If to PERMITTEE:

Scott Shelly
Director Construction and Engineering
AT&T California
3939 E Coronado St, Room 105
Anaheim, CA 92807

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

31. **MISCELLANEOUS PROVISIONS**

- 31.1 **Governing Law.** This Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 31.2 **Entire Understanding.** This Permit constitutes the entire understanding between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's Operations.
- 31.3 **No Affiliation.** Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
- 31.4 **Joint and Several Liability.** If PERMITTEE 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 PERMITTEE under this Permit.
- 31.5 **CITY'S Consent or Approval.** Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the San Diego City Mayor, or his designee, unless otherwise expressly provided, without need for further resolution by the City Council. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
- 31.6 **Permit Modifications.** Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.

- 31.7 **Survival.** Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier termination of this Permit shall survive such expiration or termination.
- 31.8 **Legal Proceedings.** If, as a result of an action brought by or against PERMITTEE in connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.
- 31.9 **Number and Gender.** In this Permit, 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.
- 31.10 **California Public Records Act.** CITY shall determine in its sole discretion, whether information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 31.11 **Authority to Execute and Deliver Permit.** Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Permit 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 Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit 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.
- 31.12 **Exhibits Incorporated.** All exhibits referenced in this Permit are incorporated into the Permit by this reference.

Remainder of this page intentionally left blank.

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

Date: _____

THE CITY OF SAN DIEGO, a California municipal corporation

By _____
Cybele L. Thompson
Director, Real Estate Assets

Date: 12/17/2018

AT&T, California

By Scott Shelly
(Print Name) Scott Shelly
(Title) Director Construction and Engineering

ENVIRONMENTAL ANALYSIS SECTION:

This activity is statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15269(b) (Emergency Projects) as it is an emergency repair to a publicly owned service facility necessary to maintain service essential to the public health, safety, or welfare.

Date: _____

By _____
Rebecca Malone
Environmental Planner

APPROVED AS TO FORM:

Date: _____

MARA W. ELLIOTT, City Attorney

By Melissa Ables, Deputy City Attorney

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

Date: 3/26/19

THE CITY OF SAN DIEGO, a California municipal corporation

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

Date: _____

AT&T, a Delaware limited liability corporation

By _____
(Print Name) _____
(Title) _____

ENVIRONMENTAL ANALYSIS SECTION:

This activity (Right of Entry Permit allowing the operation, maintenance, and removal of a temporary wireless communication facility) is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).

Date: 3/22/19

By [Signature]
for Alyssa Muto
Deputy Director, Planning Department

APPROVED AS TO FORM:

Date: 3/29/19

MARA W. ELLIOTT, City Attorney

By [Signature]
Melissa Ables, Deputy City Attorney

Exhibit A:
Description of Permit Area

Temporary Communication Facility is located on the Northeastern portion of the property consisting of approximately 33' x 24' for a Microwave Restoration Trailer with one (1) 2' HP microwave antenna located on a self-support 32', guyed tower and an area consisting of 10' x 8' for a portable generator. Located on Assessor's Parcel Number: 638-070-24



Exhibit B:
Equipment

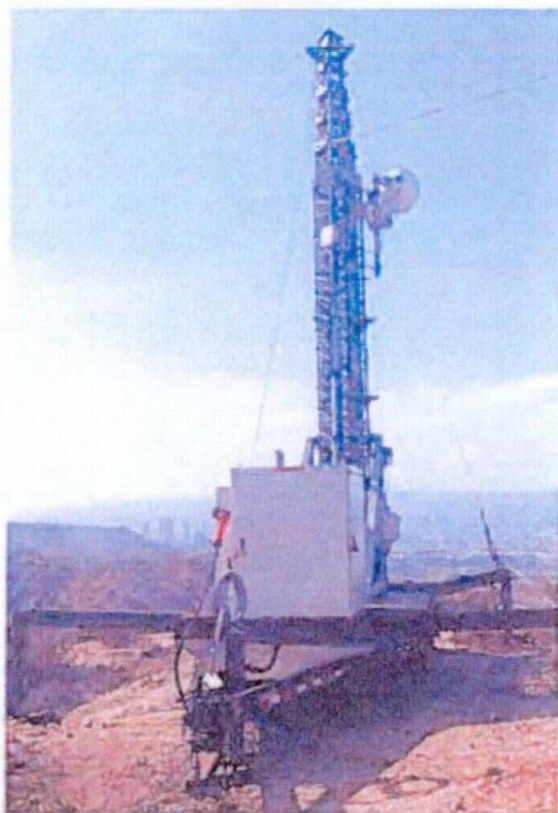


Exhibit C:
Interference Protection Requirements

- a. **Interference.** Prior to the Effective Date or at any time during the Term of this Permit, PERMITTEE 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 PERMITTEE's Operations; transmission frequencies that are currently being operated on City Property 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 on City Property 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 on City Property.
- (l) PERMITTEE shall notify all permittees/lessees/users at the on City Property 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 on the property 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, PERMITTEE 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 PERMITTEE 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 PERMITTEE under the following technical conditions:

- (1) The PERMITTEE's transmitting and/or receiving equipment shall be of the type planned for final use on City Property.
 - (a) The transmitted RF power shall be the maximum to be used and authorized on City Property.
 - (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 PERMITTEE's electronic equipment.
- (3) All tests shall include testing with all frequencies planned for use by the PERMITTEE on City Property.

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

The radio equipment use proposed by PERMITTEE shall not directly or indirectly result in degraded technical performance of the CITY's existing radio equipment installed on City Property 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

PERMITTEE 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 on City Property or in the nearby surrounding area as a result of PERMITTEE's Operations, PERMITTEE 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 approval or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between PERMITTEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of CITY withholding approval and PERMITTEE waives any claim for expense or loss which PERMITTEE might incur as a result of CITY withholding approval.

TECHNICAL DATA SUMMARY

N/A - Microwave/Not Cellular

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

DATE: 12/17/18
LOCATION: 4495 1/2 OTAY MESA Rd, San Diego, CA 92173
APPLICANT: AT&T

CALL SIGNS:
CONTACT NAME: Shane Edmonston

PHONE: 619-318-0941

TRANSMITTER

Manufacturer: N/A
Model: N/A
Emission: N/A

Radiated ERP: N/A

RECEIVER

Manufacturer: N/A
Model: N/A

Transmit Frequency

1. 776 - 787 MHz

2. 880 - 894 MHz

3. 1985 - 1990 MHz

4. 2140-2155 MHz

Receiver Frequency

1. 746 - 757 MHz

2. 835 - 848 MHz

3. 1905 - 1910 MHz

4. 1740-1755 MHz

CTCSS or DCS

1. N/A

2. N/A

3. N/A

4. N/A

ANTENNA TRANSMIT CAVITY FILTER ISOLATOR

Make: N/A

Model/Type: Gain = N/A Azimuth: N/A

REMARKS: FCC licensed ERPs = 1000W for 700 Mhz, 500W for 850 MHz, 1000W for 1900 MHz, 1000W for 2100 MHz

TEST RESULTS CERTIFICATION

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

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION N/A
FREQUENCY N/A
DATE OF TEST N/A
TIME OF TEST N/A
PROPOSED TRANSMITTER OWNED BY N/A
TEST PERFORMED BY N/A

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 not result during this test.

Details of interference: (if applicable)

N/A

Proposed technical resolution: (if applicable)

AT&T
(Tenant)
Shane Edmonston
(Tenant's Representative)
12/17/18
(Date)

Exhibit D:
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 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 City Property may at times require shutdown to allow maintenance personnel to access the antenna structure.
- l. **PERMITTEES** 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 E:
Emergency Maintenance Procedures

If PERMITTEE discovers that any of the antennas or related equipment on the Temporary Communication Facility are damaged, PERMITTEE shall immediately notify CITY's Station 38 at (619) 527-7660.

If CITY discovers that any of the antennas or related equipment on the Temporary Communications Facility are damaged, CITY shall immediately notify PERMITTEE's Call Center at 619-318-0941

If PERMITTEE'S Operations cause any interference to CITY'S telecommunication equipment and/or system, CITY may require the Temporary Communications Facility to be moved to another location on City Property.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic in conducting PERMITTEE'S Operations.

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 Permit.

Gresham, Carla

From: Wayne Rosenbaum <swr@envirolawyer.com>
Sent: Wednesday, April 10, 2019 7:47 AM
To: Gresham, Carla; jtrosenb@gmail.com
Cc: Mary Tweedy
Subject: RE: Notice and Mandatory Disclosure of Business Interest for Transfer of Franchise Agreement

Carla,

Please use the address and contact information below with copies to this office.

Thanks

Wayne

Greg Joffe, Esq.
Jet Infrastructure Holding IA LLC
C/O InstarAGF Asset Management Inc.
Toronto-Dominion Bank Tower
66 Wellington Street West, 31st Floor
Toronto, ON M5K 1E9
Canada

S. Wayne Rosenbaum
The Environmental Law Group, LLP
Varco & Rosenbaum
225 Broadway, Suite 1900
San Diego, CA 92101
Phone: (619) 231-5858
Cell: (619) 518-6618
Fax: (619) 231-5853
SWR@Envirolawyer.com
www.envirolawyer.com

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From: Gresham, Carla [mailto:CGresham@sandiego.gov]
Sent: Tuesday, April 09, 2019 4:28 PM

To: Wayne Rosenbaum <swr@envirolawyer.com>; jtrosenb@gmail.com
Cc: Mary Tweedy <mtweedy@envirolawyer.com>
Subject: FW: Notice and Mandatory Disclosure of Business Interest for Transfer of Franchise Agreement

Dear Mr. Rosenbaum,

Will you please advise as to where all correspondence, including the billing and leasing contact information, regarding this agreement should be sent?

Thank you,

Carla Gresham
Supervising Property Agent
619-236-6729

From: Mary Tweedy <mtweedy@envirolawyer.com>
Sent: Thursday, January 03, 2019 9:18 AM
To: Thompson, Cybele <ThompsonC@sandiego.gov>
Cc: Wayne Rosenbaum <swr@envirolawyer.com>; Josh Rosenbaum <jtrosenb@gmail.com>
Subject: Re: Notice and Mandatory Disclosure of Business Interest for Transfer of Franchise Agreement

Director Thompson,

Please find attached Mr. Rosenbaum's correspondence and enclosures of December 18, 2018. Let us know if you have any difficulty accessing the attachment.

Mary Tweedy, Paralegal
Environmental Law Group LLP
Varco & Rosenbaum
225 Broadway, Suite 1900
San Diego, CA 92101
P: 619-231-5858
F: 619-231-5853
E: mtweedy@envirolawyer.com

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