

CITY OF SAN DIEGO

CONSENT TO SECOND AMENDMENT TO SUBLEASE AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO SECOND AMENDMENT TO SUBLEASE AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of Aug. 18, 2016 (the "Effective Date"), as follows:

RECITALS

- A. CITY, as lessor, and SAN DIEGO ENTERTAINMENT, INC., a California corporation, as lessee, are parties to that certain THE SAN DIEGO SPORTS ARENA OPERATING SUBLEASE dated August 6, 1971, as amended by certain five (5) amendments (collectively "Master Agreement") for the land located at 3500 Sports Arena Boulevard in the City of San Diego, State of California, commonly known as the "Sports Arena," described and delineated on Exhibit "A" attached hereto and by this reference made part of this Consent (the "Sports Arena").
- B. The Master Agreement was made a direct lease between CITY and San Diego Entertainment, Inc., as a result of that certain Second Amendment to Operating Sublease dated March 29, 1993.
- C. San Diego Entertainment, Inc., as sublessor/operator, and Arena Group 2000, L.P., a California limited partnership ("AG2000"), as sublessee/sub-operator, entered into that certain Sublease Agreement ("Sublease") for the Sports Arena and other parcels dated October 12, 1993, which was consented to by CITY. AG2000 assigned all of its rights in the Sublease, and AEG Management SD, LLC, a Delaware limited liability company (AEG), assumed all of AG2000's obligations under the Sublease in that certain Assignment and Assumption Agreement dated September 3, 2008, which was consented to by CITY.
- D. AG2000, as sublessor and Airtouch Cellular, a California corporation, as sublessee, entered into that certain Sublease Agreement dated May 15, 1995 ("Telecommunications Sublease"), for a portion of the Sports Arena, more specifically identified in the Telecommunications Sublease (the "Premises"). The Telecommunications Sublease was consented to by CITY in conjunction with CITY'S approval of that certain Amendment No. 1 to Sublease Agreement dated December 1, 1996.
- E. The Master Agreement was amended to extend the term of the Master Agreement to May 31, 2020, which also extended the term of the Sublease, by that certain Fifth Amendment to Operating Sublease dated September 1, 2010, and executed by CITY, San Diego Entertainment, LLC, and AEG.

F. AEG, as successor in interest to AG2000, and Verizon Wireless (VAW) LLC dba Verizon Wireless, (Verizon), as successor in interest to Airtouch Cellular, have requested CITY consent to a second amendment of the Telecommunications Sublease.

H. In accordance with California Civil Code section 1938, CITY hereby states that the Sports Arena has not been inspected by a Certified Access Specialist (CASp).

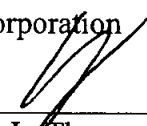
CONSENT

1. Consent to Amendment. CITY hereby consents to the Second Amendment to Sublease Agreement dated Aug. 18, 2016, and Exhibit "A2" attached thereto, provided all of the following conditions are and remain true through the term of the Telecommunications Sublease:
 - a. The Telecommunications Sublease as amended by the Second Amendment is subject and subordinate to the Master Agreement, as may be amended from time to time, and this Consent.
 - b. CITY is not bound by any term or condition in the Telecommunications Sublease which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under the Master Agreement, including without limitation any provision which allows sublessee to extend the tenancy of the Telecommunications Sublease beyond the expiration of the Master Agreement.
 - c. Nothing herein shall do any of the following:
 - i. Be construed as a waiver of CITY's right to consent to any proposed sublease or assignment after the date hereof, or as a consent to any portion of the Premises being used or occupied by any other party; or
 - ii. Be deemed to be any type of obligation of CITY to San Diego Entertainment, Inc., AEG, Verizon, or to any governmental agent, board, commission, or agency, with regard to any other action relating to Verizon's occupancy, use, or maintenance of any portion of the Premises or improvements thereon.
2. No Release. Nothing herein shall release San Diego Entertainment, Inc., from any of its obligations under the Master Agreement.
3. Insurance. Verizon shall deliver to CITY'S Real Estate Assets Department a current certificate of insurance and blanket additional insured endorsement including the City of San Diego, its elected officials, officers, and employees as Additional Insureds as their interest may appear under the Telecommunications Sublease, excluding workers compensation and employer's liability. Verizon shall maintain said insurance at all times it occupies or uses any portion of the Premises. Within ten (10) days of each insurance renewal period, Verizon shall submit to CITY a copy of the new certificate of insurance.

4. Radio Frequency Interference. Exhibit "C," which was added to the Telecommunications Sublease pursuant to that certain Amendment No. 1, has been revised and shall be replaced in its entirety with Exhibit B, attached hereto.

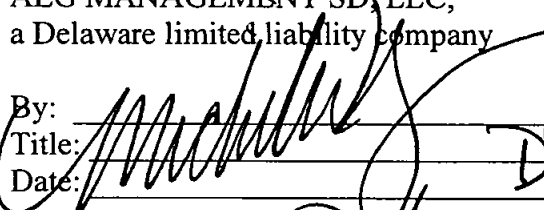
If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

THE CITY OF SAN DIEGO, a California
municipal corporation

By: 
Cybele L. Thompson
Director, Real Estate Assets

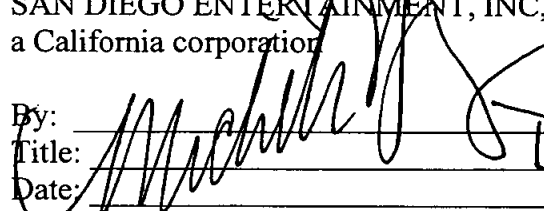
Acknowledged and Accepted:

AEG MANAGEMENT SD, LLC,
a Delaware limited liability company

By: 
Title: _____
Date: _____

Director 8/12/16

SAN DIEGO ENTERTAINMENT, INC.,
a California corporation

By: 
Title: _____
Date: _____

Director 8/12/16

Environmental Analysis Section Environmental Clearance:

Date: _____

By: _____
Name: _____
Title: _____

4. Radio Frequency Interference. Exhibit "C," which was added to the Telecommunications Sublease pursuant to that certain Amendment No. 1, has been revised and shall be replaced in its entirety with Exhibit B, attached hereto.

If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

THE CITY OF SAN DIEGO, a California
municipal corporation

By: _____
Cybele L. Thompson
Director, Real Estate Assets

Acknowledged and Accepted:

AEG MANAGEMENT SD, LLC,
a Delaware limited liability company

By: _____
Title: _____
Date: _____

SAN DIEGO ENTERTAINMENT, INC.,
a California corporation

By: _____
Title: _____
Date: _____

Environmental Analysis Section Environmental Clearance:

This activity has been determined to be exempt from CEQA pursuant to CEQA Section 15301 (Existing Facilities).

Date: 4/29/16

By: Alyssa Muto
Name: Alyssa Muto
Title: Deputy Director, Environmental Policy Analysis
Planning Department

Approved as to form this 18th day
August, 2016.

JAN I. GOLDSMITH, City Attorney

BY: Melissa Ables
Name: Melissa Ables
Title: Deputy City Attorney

Exhibit A: Premises

Exhibit B: Interference Protection Requirements

I:\READ\YOUNG\CONSENTS\Revised Consent to Sublease - AEG-Verizon.docx

Exhibit A:

Premises

[See attached Plans]

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

EXHIBIT "A"

Project Number:

317311

Approval Date:

01/10/2014

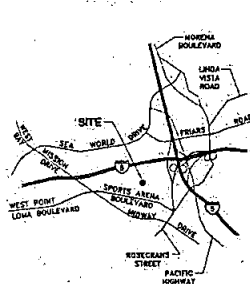
Signed (1st Sheet):

[Signature]

verizonwireless

SPORTS ARENA SECTOR SPLIT
3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110
MTX-48

VICINITY MAP



THOMAS' GUIDE PAGE: 1268, 05

ADDRESS:
3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE INC.
329 CARLSBAD VILLAGE DRIVE, SUITE B2
CARLSBAD, CA 92008
(760) 434-8471
(760) 434-8586 (FAX)

PLANNING:
PLANCON, INC.
302 STATE PLACE
ESCONDIDO, CA 92029
CARMER CHU
(949) 255-8578

LEASING:
PLANCON, INC.
302 STATE PLACE
ESCONDIDO, CA 92029
BOB PHILHOVER
(949) 255-8578

PROJECT SUMMARY

APPLICANT:
VERIZON WIRELESS
18300 SAND CANYON AVENUE
IRVINE, CA 92718
CONTACT: CARMER CHU
(949) 255-8578

OWNER:
CITY OF SAN DIEGO
1300 THIRD AVENUE, SUITE 1100
SAN DIEGO, CA 92161
CONTACT: BRIAN MURPHY
(619) 534-4727

JURISDICTION: CITY OF SAN DIEGO

PROJECT DESCRIPTION:

EXISTING VERIZON WIRELESS PREFABRICATED TELECOMMUNICATIONS SHELTER, AN EMERGENCY GENERATOR LOCATED INSIDE A CHAIN LINK ENCLOSURE & ANTENNAS MOUNTED TO EXTERIOR WALL OF EXISTING BUILDING, TOTAL OF 11 ANTENNAS (APPROVED FOR 30 PANEL ANTENNAS & 4 DISH ANTENNAS).

- THE FOLLOWING MODIFICATIONS ARE PROPOSED:
- REMOVE ALL EXISTING VERIZON WIRELESS PANEL ANTENNAS
- INSTALLATION BY NEW RF TRANSPARENT SCREENS TO MATCH EXISTING REMOVE ANTENNA SUPPORT FRAMES.
- INSTALL FOUR (4) PANEL ANTENNAS (PER SECTOR).
- INSTALL ELEVEN (11) ERU UNITS BEHIND ANTENNAS
- INSTALL FOUR (4) SOURCE DEMARCATION JUNCTION BOXES: ONE WHITE EQUIPMENT ENCLOSURE AND THREE ON CABLE TRAYS
- INSTALL TWO (2) 1/2" POWER/VIDEO CABLES FROM EQUIPMENT ENCLOSURE TO ANTENNAS

LEGAL DESCRIPTION:

PORTIONS OF PUEBLO LOTS 276 AND 312 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES P. GORDON, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 34.

PROJECT ADDRESS: 3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

ASSESSORS PARCEL NUMBER: 760-101-03

SITE AREA: 27.7 ACRES

LAND USE APPROVAL:

EXISTING ZONING: CC-3-A/PM-2-S

TYPE OF CONSTRUCTION:

SPORTS ARENA: I-A
VERIZON SHELTER: R-A

OCCUPANCY:

SPORTS ARENA: A-4
VERIZON SHELTER: B

BUILDING AREA:

SPORTS ARENA: 115,965 SQ. FT. ±
VERIZON SHELTER: 240 SQ. FT.

NOTE: THERE IS SIX EXISTING TELECOMMUNICATIONS FACILITIES ON THIS SITE, (VERIZON, AT&T, T-MOBILE, SPRINT, CROCKET, CLEARWING)

SHEET SCHEDULE

T-1	TITLE SHEET
A-0	SITE PLAN
A-1	ENLARGED SITE PLAN & SHELTER PLAN
A-2	ROOF PLAN
A-3	ANTENNA PLANS
A-4	EXTERIOR ELEVATIONS
A-4.1	ENLARGED ELEVATIONS
A-5	DETAILS
A-6	DETAILS

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" X 36" FORMAT. IF THIS DRAWING SET IS NOT 24" X 36", THIS SET IS NOT TO SCALE. ALL DRAWINGS ARE SCHEMATIC. DO NOT SCALE DIMENSIONS TO DETERMINE OR VERIFY ANY DIMENSIONS. DIMENSIONS OF ANY SIZE SHALL NEVER BE SCALED FOR ANYTHING OTHER THAN GENERAL REFERENCE.

APPLICABLE CODES

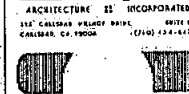
ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA BUILDING CODE, TITLE 24, 2010 EDITION
CALIFORNIA PLUMBING CODE, 2010 EDITION
CALIFORNIA MECHANICAL CODE, 2010 EDITION
CALIFORNIA ELECTRICAL CODE, 2010 EDITION
CALIFORNIA ENERGY CODE, 2010 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

FCC COMPLIANCE STATEMENT

THE WIRELESS COMMUNICATION FACILITY COMPLIES WITH FEDERAL STANDARDS FOR RADIO FREQUENCY IN ACCORDANCE WITH THE TELECOMMUNICATION ACT OF 1996 AND SUBSEQUENT AMENDMENTS AND ANY OTHER REQUIREMENTS IMPOSED BY STATE OR FEDERAL REGULATORY AGENCIES.

BOOTH & SUAREZ
ARCHITECTURE INC. INCORPORATED
1157 CALLEBARD VILLAGE DRIVE, SUITE B2
CARLSBAD, CA 92008 (760) 434-8471



PREPARED FOR

verizonwireless

P.O. BOX 18707
IRVINE, CA 92613-9707
(949) 222-7000

APPROVALS

ARC	DATE
ME	DATE
RF	DATE
INT.	DATE
CE/IN	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NAME
**SPORTS ARENA
SECTOR SPLIT**
3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110
MTX - 48
SAN DIEGO

DRAWING DATES
02/25/13 PRELIM 2D SHEET (01)
03/18/13 FINAL 2D (04)
03/21/13 REVISED 2D #1 (0)
07/22/13 REVISED 2D #2 (0)
09/11/13 REVISED 2D #3 (0)

SHEET-TITLE

TITLE SHEET

PROJECT: VERIZON/1227466

T-1

STORM WATER QUALITY NOTES CONSTRUCTION SHOPS

NOTES 1-1-7 BELOW REQUIRE KEY MINIMUM REQUIREMENTS FOR CONSTRUCTION SHOPS.

1. THIS PROJECT SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE PERMIT, CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD AND THE CITY OF SAN DIEGO LAND DEVELOPMENT CODE.
2. SUFFICIENT DIPS MUST BE INSTALLED TO PREVENT SILT, MUD OR OTHER SEDIMENTATION FROM BEING TRACKED INTO THE ADJACENT STREET(S) OR STORM WATER DRAINAGE SYSTEMS DUE TO CONSTRUCTION VEHICLES OR ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY SUCH DEBRIS THAT MAY BE ON THE STREET AT THE END OF EACH WORK DAY OR AFTER A STORM EVENT THAT CAUSES A BREACH IN THE INSTALLED CONSTRUCTION SHOPS.
3. ALL STOCK PILES OF UNCOMPACTED SOIL AND/OR BUILDING MATERIALS THAT ARE INTENDED TO BE LEFT UNPROTECTED FOR A PERIOD GREATER THAN SEVEN CALENDAR DAYS ARE TO BE PROVIDED WITH EROSION AND SEDIMENT CONTROLS. SUCH SOIL MUST BE PROTECTED EACH DAY WHEN THE PROBABILITY OF RAIN IS 40% OR GREATER.
4. A CONCRETE WASHOUT SHALL BE PROVIDED ON ALL PROJECTS WHICH PROPOSE THE CONSTRUCTION OF ANY CONCRETE.
5. ALL EROSION/SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED IN WORKING ORDER AT ALL TIMES.
6. ALL SLOPES THAT ARE CREATED OR DISTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.
7. THE STORAGE OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS INTO THE ENVIRONMENT.

Lowrance's Conditions Standard Wireless Facility Project For Post-Construction BMP's

1. Use the information, as issued, as a portion of the property described as:

3500 SPORTS ARENA BLVD., SAN DIEGO, CA 92110.

(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 "Identify Pollutants from the Project Area" and incorporate "Site Design" and "Storm Control" BMP's.

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

- Sediment
- Hydrocarbons
- Trace Metals
- Organic Chemicals
- Oil & Grease
- Refrigerants & Vapors
- Pesticides

I will incorporate the following into the site design:

- Minimize on-site development runoff characteristics
- Minimize impervious that point by maintaining walkways, patios and driveways with permeable surfaces.
- Conserve natural areas
- Use natural drainage systems as opposed to sheet erosion or underground drainage systems
- Grade roof tops, walkways, patios and driveways into adjacent landscaping prior to discharging to the public drainage system.
- Protect existing natural areas and shrubs
- Protect all slopes from erosion

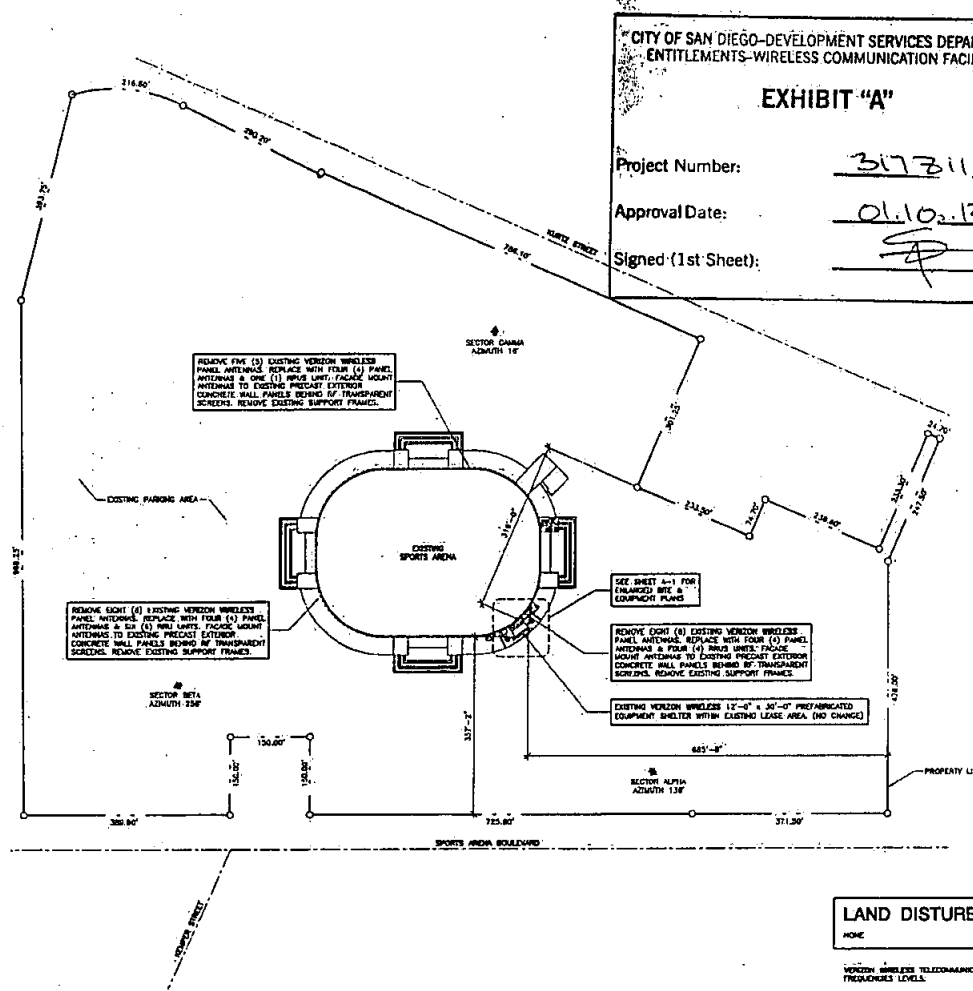
Additionally, I will:

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

I will include the above Standard Post-Construction BMP's for the duration of the term.

Lowrance, Dwight, Woods Company Name Verizon Wireless

Lowrance, Dwight, Woods Date 1-9-2008



SITE PLAN
SCALE 1" = 100'



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

EXHIBIT "A"

Project Number: 317311
Approval Date: 01.10.13
Signed (1st Sheet): [Signature]

LAND DISTURBANCE:

NONE

WIRELESS TELECOMMUNICATIONS TRANSMISSION FREQUENCIES LEVELS

ANTENNA EQUIPMENT:
TX FREQUENCY: 2110-2130 MHz
RX FREQUENCY: 1710-1730 MHz

LTE EQUIPMENT:
TX FREQUENCY: 770-787 MHz
RX FREQUENCY: 746-767 MHz

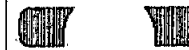
PCS EQUIPMENT:
TX FREQUENCY: 1805-1870 MHz
RX FREQUENCY: 1805-1870 MHz

CDMA EQUIPMENT:
TX FREQUENCY: 800-804 MHz
RX FREQUENCY: 835-840 MHz

BOUNDARY NOTE:
THE PROPERTY BOUNDARY LINES SHOWN ON THIS DRAWING ARE FOR REFERENCE ONLY. A TITLE REPORT HAS NOT BEEN PROVIDED AND A BOUNDARY SURVEY HAS NOT BEEN PERFORMED.
EASEMENTS NOTE:
NO EASEMENTS ARE SHOWN WHICH REFLECT PRELIMINARY RESEARCH OF RECORDED PAPERS. MAPS, EASEMENTS ARE SUBJECT TO REVIEW OF PRELIMINARY TITLE REPORT.

Booth & Suarez

ARCHITECTURE 22 INCORPORATED
311 CALLEBORN PARK DRIVE, SUITE 99
CHULA VISTA, CA 92004 (619) 431-9377



PREPARED FOR



P.O. BOX 19707
IRVINE, CA 92613-9707
(949) 222-7000

APPROVALS

ARC	DATE
RE	DATE
MT	DATE
MT	DATE
CE/IN	DATE
OPS	DATE
CE/OUT	DATE

PROJECT NAME SPORTS ARENA SECTOR SPLIT

3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

MTX - 48
SAN DIEGO

DRAWING DATES

02/15/11	PROJ. TO REVIEW (10)
02/16/11	FINAL (10)
07/21/11	REVISED 28 #1 (10)
07/21/11	REVISED 28 #1 (10)
08/21/11	REVISED 28 #1 (10)

SHEET TITLE

SITE PLAN

PROJECT/VENDOR/132444

A-0

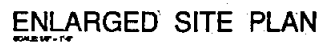


EXHIBIT "A"

Project Number:

Approval Date:

Signed (1st Sheet):

A-1

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

EXHIBIT "A"

Project Number:

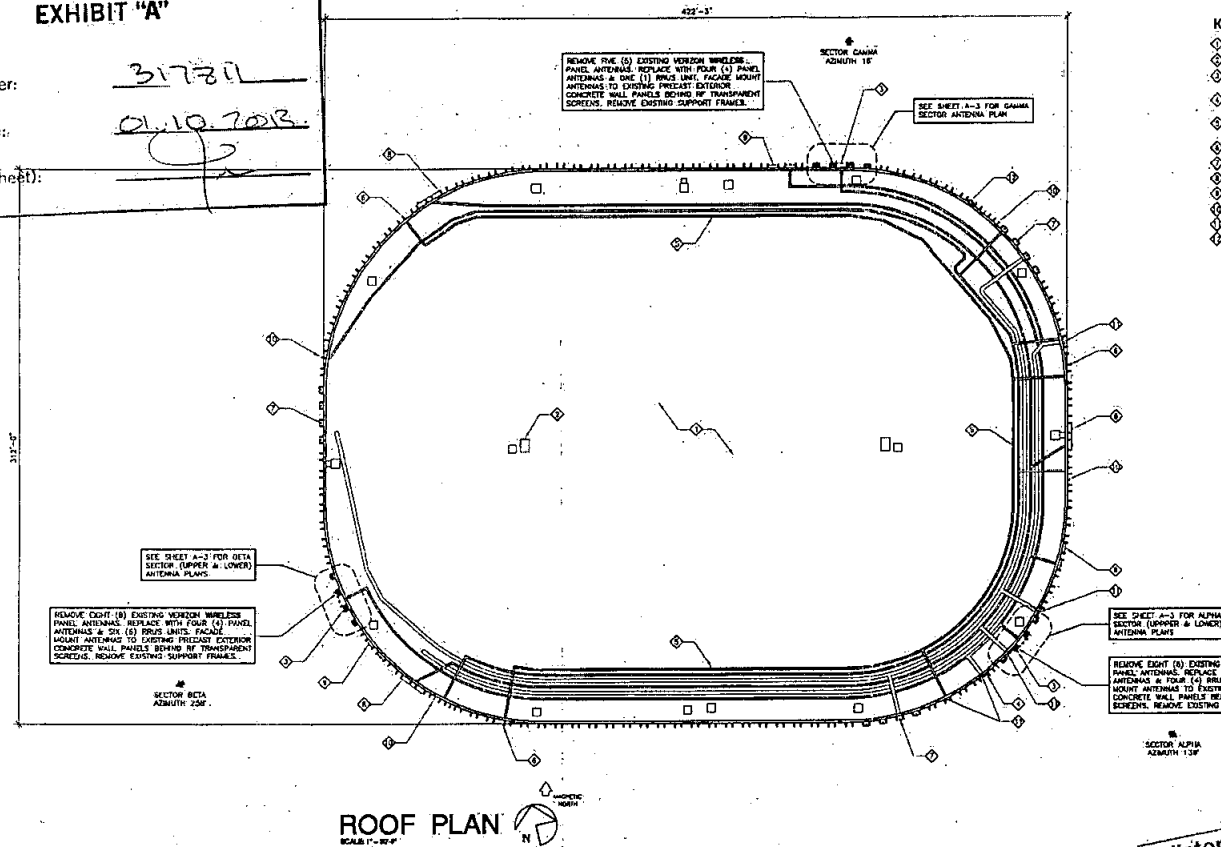
317311

Approval Date:

01.10.2013

Signed (1st Sheet):

[Signature]



KEYED NOTES:

- ① EXISTING SPORTS ARENA
- ② EXISTING ROOFTOP MECHANICAL EQUIPMENT (TYPICAL)
- ③ REMOVE EXISTING VERIZON WIRELESS ANTENNAS & SUPPORT FRAME, EXPOSE BRACKETS
- ④ EXISTING VERIZON WIRELESS GPS ANTENNA PIPE MOUNTED TO EXISTING CABLE TRAY
- ⑤ EXISTING COAXIAL CABLE TRAYS ON PVC SLEEPERS ON ROOF OF EXISTING BUILDING, INSTALL TWO (2) 7/8" POWER/FIBER CABLES
- ⑥ EXISTING CONCRETE PANEL ANTENNA (TYPICAL)
- ⑦ EXISTING AT&T PANEL ANTENNA BEHIND RF SCREENS (TYPICAL)
- ⑧ EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)
- ⑨ EXISTING SPRINT/NOVELL ANTENNA (TYPICAL)
- ⑩ EXISTING CLEARWIRE ANTENNA (TYPICAL)
- ⑪ EXISTING VERTICAL COAXIAL CABLE CHASE
- ⑫ EXISTING MICROWAVE DISH

ROOF PLAN

SCALE 1" = 50'-0"



Historical Resources Approval
This parcel contains a potentially significant historical resource. Approval is per SDMC Sec. 143.0220 for this scope of work only. Historic review is required for plan changes.
By: [Signature] Date: 01.10.13

Booth & Suarez
ARCHITECTURE & INTERIORS

300 CALLEBON, PUEBLO BLVD., SUITE 101
CARLETON, CA 95008 (925) 222-8877



PREPARED FOR:



P.O. BOX 19707
IRVINE, CA 92613-9707
(949) 222-7000

APPROVALS

ABC	DATE
RE	DATE
RF	DATE
INT	DATE
EE/WH	DATE
GPS	DATE
EE/OUT	DATE

PROJECT NAME

**SPORTS ARENA
SECTOR SPLIT**

3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

MTX - 48
SAN DIEGO

DRAWING DATES

02/25/13	PRELIM 10 REVIEW (H)
03/18/13	FINAL 10 (H)
03/21/13	REVISED 10 #1 (H)
07/22/13	REVISED 10 #2 (H)
08/21/13	REVISED 10 #3 (H)

SHEET TITLE

ROOF PLAN

PROJECTS\VERIZON\1222414

A-2

A-3

REMOVE EIGHT (8) EXISTING VERIZON WIRELESS PANEL ANTENNAS. REPLACE WITH FOUR (4) PANEL ANTENNAS & SIX (6) RUS UNITS. FACADE MOUNT ANTENNAS TO EXISTING PRECAST EXTERIOR CONCRETE WALL PANELS BEHIND RF TRANSPARENT SCREENS. REMOVE EXISTING SUPPORT FRAMES.

SEE ENLARGED ALPHA SECTION
ELEVATION SHEET A-4.1

REMOVE EIGHT (8) EXISTING VERIZON WIRELESS PANEL ANTENNAS. REPLACE WITH FOUR (4) PANEL ANTENNAS & FOUR (4) RUS UNITS. FACADE MOUNT ANTENNAS TO EXISTING PRECAST EXTERIOR CONCRETE WALL PANELS BEHIND RF TRANSPARENT SCREENS. REMOVE EXISTING SUPPORT FRAMES.

SEE ENLARGED DETA SECTION
ELEVATION SHEET A-4.1

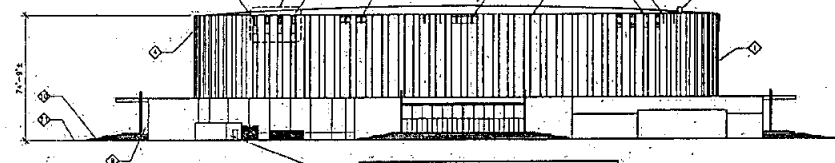
SOUTH ELEVATION

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

EXISTING VERIZON WIRELESS 12'-0" x 30'-0" PREFABRICATED EQUIPMENT SHELTER WITHIN EXISTING LEASE AREA. (NO CHANGE)

REMOVE EIGHT (8) EXISTING VERIZON WIRELESS PANEL ANTENNAS. REPLACE WITH FOUR (4) PANEL ANTENNAS & SIX (6) RUS UNITS. FACADE MOUNT ANTENNAS TO EXISTING PRECAST EXTERIOR CONCRETE WALL PANELS BEHIND RF TRANSPARENT SCREENS. REMOVE EXISTING SUPPORT FRAMES.

SEE ENLARGED ALPHA SECTION
ELEVATION SHEET A-4.1



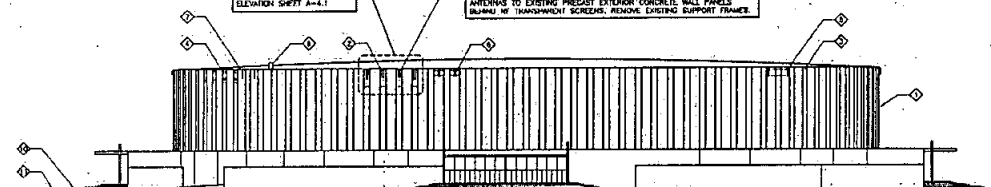
EAST ELEVATION

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

EXISTING VERIZON WIRELESS 12'-0" x 30'-0" PREFABRICATED EQUIPMENT SHELTER WITHIN EXISTING LEASE AREA. (NO CHANGE)

SEE ENLARGED GAMMA SECTION
ELEVATION SHEET A-4.1

REMOVE FIVE (5) EXISTING VERIZON WIRELESS PANEL ANTENNAS. REPLACE WITH FOUR (4) PANEL ANTENNAS & ONE (1) RUS UNIT. FACADE MOUNT ANTENNAS TO EXISTING PRECAST EXTERIOR CONCRETE WALL PANELS BEHIND RF TRANSPARENT SCREENS. REMOVE EXISTING SUPPORT FRAMES.

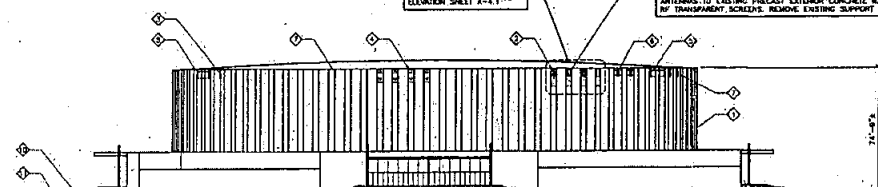


NORTH ELEVATION

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

SEE ENLARGED BETA SECTION
ELEVATION SHEET A-4.1

REMOVE EIGHT (8) EXISTING VERIZON WIRELESS PANEL ANTENNAS. REPLACE WITH FOUR (4) PANEL ANTENNAS & SIX (6) RUS UNITS. FACADE MOUNT ANTENNAS TO EXISTING PRECAST EXTERIOR CONCRETE WALL PANELS BEHIND RF TRANSPARENT SCREENS. REMOVE EXISTING SUPPORT FRAMES.



WEST ELEVATION

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

KEYED NOTES:

- 1. EXISTING SPORTS ARENA
- 2. REMOVE & REPLACE EXISTING VERIZON WIRELESS PANEL ANTENNAS & SUPPORT FRAME. INSTALL NEW ANTENNAS BEHIND RF TRANSPARENT SCREENS. PAINT TO MATCH WALL
- 3. EXISTING CRACKER PANEL ANTENNA (TYPICAL)
- 4. EXISTING AT&T PANEL ANTENNA BEHIND RF SCREENS (TYPICAL)
- 5. EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)
- 6. EXISTING SPRINT/NETEL ANTENNA (TYPICAL)
- 7. EXISTING CLEARWAVE ANTENNA (TYPICAL)
- 8. EXISTING MICROWAVE DISH
- 9. EXISTING BUILDING FRONT ENTRY OFF OF SPORTS ARENA BLVD.
- 10. EXISTING STAIRS
- 11. EXISTING GRACE

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

EXHIBIT "A"

Project Number: 317811

Approval Date: 01.10.2012

Signed (1st Sheet): [Signature]

Booth & Suarez

ARCHITECTURE & INTERIOR DESIGN
1515 CALLE SAN FELIX DRIVE, SUITE 101
CARLSBAD, CA 92008 (760) 434-8474



PREPARED FOR



P.O. BOX 19707
IRVINE, CA 92613-9707
(949) 222-7000

APPROVALS

AEC	DATE
RE	DATE
RF	DATE
INT	DATE
EE/IN	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NAME

SPORTS ARENA SECTOR SPLIT

3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110
MTX - 48
SAN DIEGO

DRAWING DATES

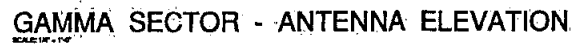
02/25/13	PRELIM TO REVIEW (N)
03/18/13	FINAL TO (N)
03/21/13	REVISED TO #1 (N)
07/25/13	REVISED TO #2 (N)
08/21/13	REVISED TO #3 (N)

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECT: VERIZON 1222416

A-4

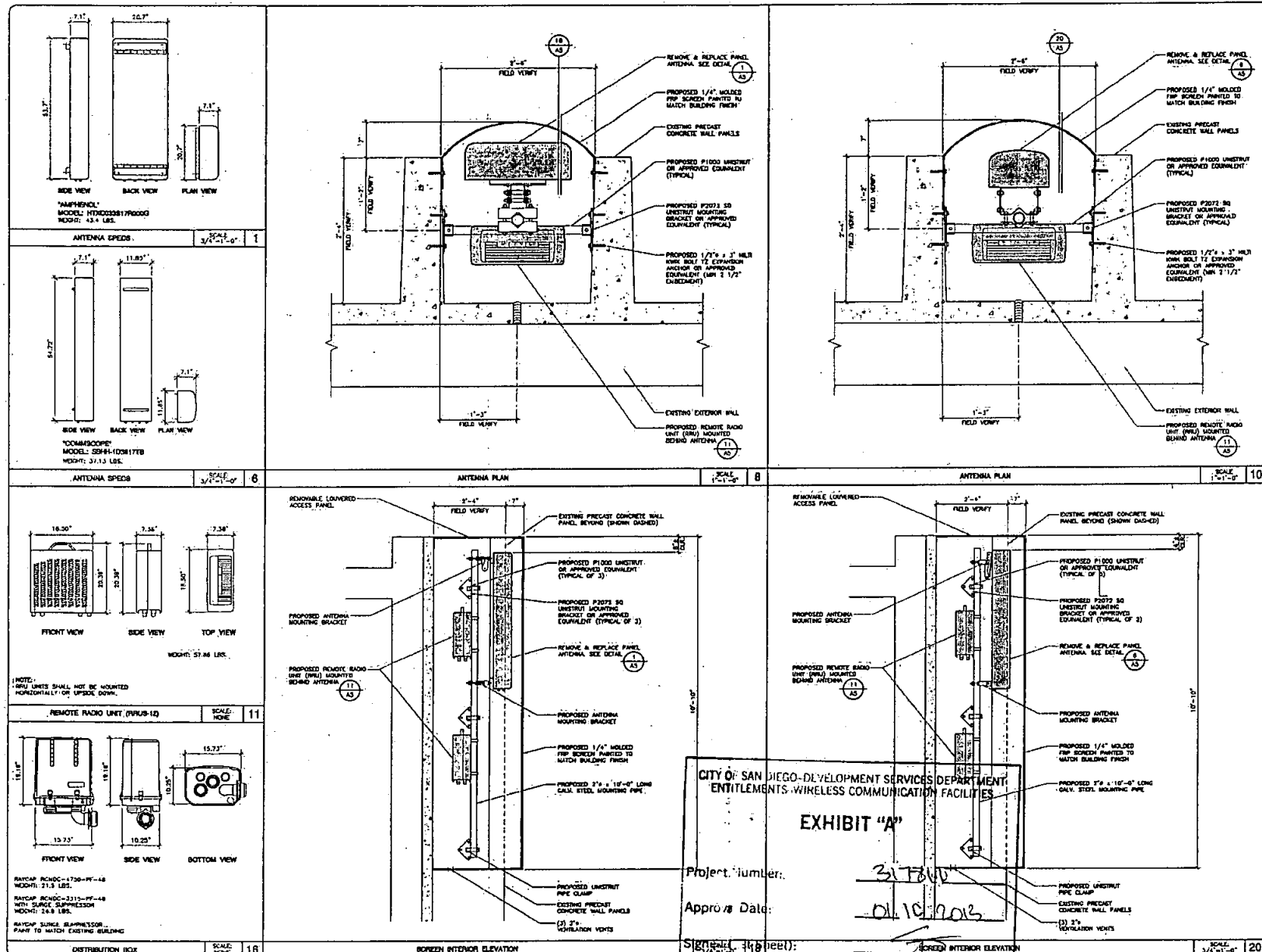


Project Number: 317811

Approval Date: 01.10.2013

Signed (1st Sheet): 

A-4.1



Booth & Suarez
ARCHITECTURE INC. INCORPORATED
351 CARLSBAD BLVD. SUITE 81
CARLSBAD, CA 92008 (760) 434-8174

PREPARED FOR

verizon wireless

P.O. BOX 19707
IRVINE, CA 92615-9707
(949) 222-7000

APPROVALS

ARC _____ DATE _____

RE _____ DATE _____

AF _____ DATE _____

INT _____ DATE _____

EE/WH _____ DATE _____

GPS _____ DATE _____

LE/OUT _____ DATE _____

PROJECT NAME

**SPORTS ARENA
SECTOR SPLIT**

3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

MTX - 48

SAN DIEGO

DRAWING DATES

02/29/13 PRELIM 2D REVIEW (1)

03/16/13 FINAL 2D (4)

01/21/13 REVISED 2D #1 (1)

07/22/13 REVISED 2D #2 (4)

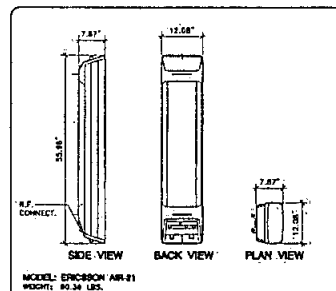
08/21/13 REVISED 2D #3 (4)

SHEET TITLE

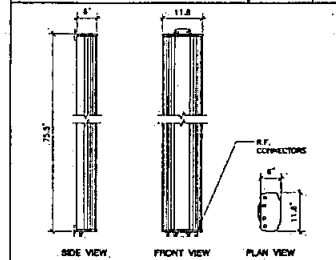
DETAILS

PROJECT: VERIZON 122144

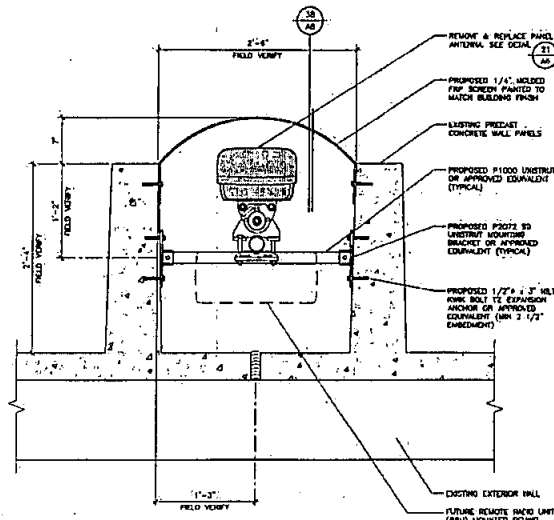
A-5



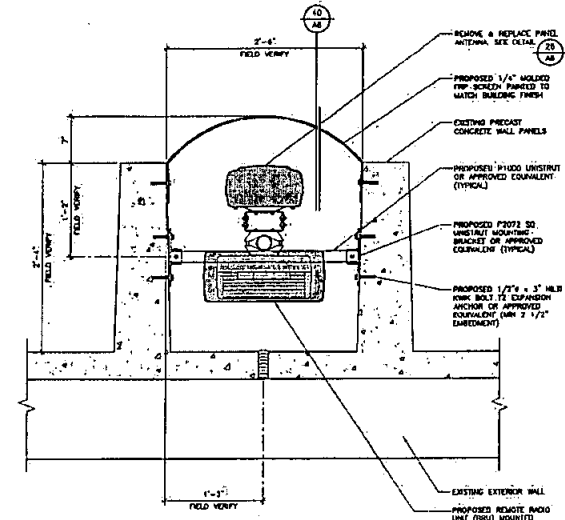
ANTENNA SCALE: 3/4" = 1'-0" 21



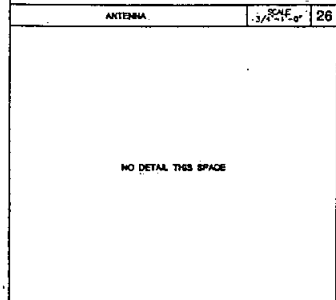
ANTENNA SCALE: 3/4" = 1'-0" 26



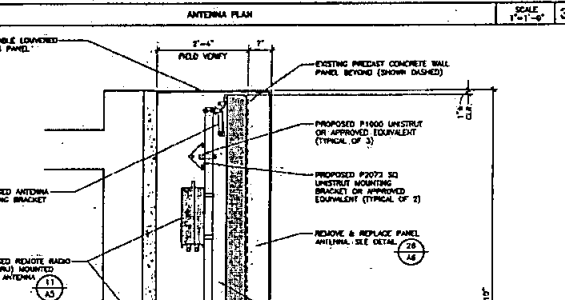
ANTENNA PLAN SCALE: 1/4" = 1'-0" 28



ANTENNA PLAN SCALE: 1/4" = 1'-0" 30



SCREEN INTERIOR ELEVATION SCALE: 3/4" = 1'-0" 36



SCREEN INTERIOR ELEVATION SCALE: 3/4" = 1'-0" 40

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

EXHIBIT "A"

Project Number: 317816
Approval Date: 01/10/2013
Signed (1st Sheet): [Signature]

Booth & Suarez
ARCHITECTS 22 INCORPORATED
210 CARLISLE STREET SUITE 101
CALISTO, CA 95005 (714) 431-1474

PREPARED FOR
verizon wireless
P.O. BOX 19707
IRVINE, CA 92623-9707
(949) 222-7000

APPROVALS

ARO	DATE
RE	DATE
RF	DATE
MT	DATE
EE/IN	DATE
OPS	DATE
EE/OUT	DATE

PROJECT NAME:
**SPORTS ARENA
SECTOR SPLIT**
3500 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110
MTX - 48
SAN DIEGO

DRAWING DATES

01/25/12	PRELIM. 2D REVIEW (0)
05/16/12	FINAL 2D (0)
05/21/12	REVIEW 2D #1 (0)
07/23/12	REVIEW 2D #2 (0)
08/21/12	CITY COMMENTS
	REVIEW 2D #3 (0)

SHEET TITLE
DETAILS

PROJECTS/VERSIONS/122424

A-6

Exhibit B:

Interference Protection Requirements

- a. Interference. Prior to the Effective Date or at any time during the Term of this Sublease, 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 premises.

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)

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This SECOND AMENDMENT TO SUBLEASE AGREEMENT ("**Amendment**") is made this 12th day of August, 2016, by and between AEG Management SD, LLC, a Delaware limited liability company ("**Lessor**"), the City of San Diego, a municipal corporation ("**City**") and Verizon Wireless (VAW) LLC, dba Verizon Wireless ("**Lessee**").

RECITALS

WHEREAS, City is the owner of that certain real property located at 3500 Sports Arena Boulevard, San Diego, California ("**Property**");

WHEREAS, Lessor is the sub-sublessee of the Property pursuant to that certain Sublease dated October 13, 1993 between Lessor, as sublessee, and San Diego Entertainment, Inc., a California corporation, as sublessor; and

WHEREAS, Lessor, as successor-in-interest to Arena Group 2000, LP, and Lessee are parties to that certain Sublease Agreement dated May 15, 1995, as amended by that certain Amendment No. 1 to Sublease Agreement ("**First Amendment**") dated December 1, 1996 (as so amended, the "**Sublease**"), whereby Lessor leases to Lessee space at Lessor's Property for the construction, operation, and maintenance of a communications facility, all as more particularly set forth therein; and

WHEREAS, Lessor and Lessee desire to amend the Sublease to (i) further extend the term thereof, and (ii) modify certain other provisions of the Sublease, all as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given those terms in the Sublease.

2. **Term.** Lessor and Lessee acknowledge and agree that the Sublease's current extension term expired as of May 14, 2015 (the "**Current Extension Term**") and Lessee is currently holding over with Lessor's consent. Commencing as of May 15, 2015, the Sublease is hereby extended through and including May 31, 2020 (the "**Additional Extension Term**") upon the same terms and conditions as amended herein.

3. **Lessor Consent to Improvements.** Lessor hereby consents to the alterations, additions and improvements to Lessee's equipment at the Property (collectively, the "**Improvements**") that are described and depicted on Exhibit "A2" attached hereto and incorporated herein by this reference. Lessor and Lessee agree that Lessee may install any and all conduits, cables, equipment, radios and hardware necessary for the Improvements. The

Parties acknowledge and agree that upon full execution of this Amendment and installation of the Improvements described herein and depicted on Exhibit "A2," the space occupied by such Improvements shall be deemed part of the Premises. Exhibit "A2" is intended to replace in its entirety Exhibit A2 attached to the Sublease.

4. **Rent.** Commencing as of May 15, 2015, the rent payable by Lessee to Lessor shall be One Thousand Eight Hundred Dollars (\$1,800.00) per month, payable upon the same terms and conditions set forth in the Sublease, as hereby amended.

5. **Annual Rental Escalation.** Paragraph 3(C) of the Sublease is hereby deleted in its entirety. Commencing on May 15, 2016, and on each May 15 thereafter for the duration of the Sublease, the annual rent shall be increased by an amount equal to three percent (3%) of the annual rent in effect during the immediately preceding year.

6. **City Rent.** The third (3rd) sentence, fourth (4th) sentence, fifth (5th) sentence and sixth (6th) sentence of Paragraph 2 of the First Amendment is hereby deleted in its entirety. Commencing as of May 15, 2015, the rent payable by Lessee to City shall be One Thousand Dollars (\$1,000.00) per month, payable upon the same terms and conditions set forth in the Sublease, as hereby amended.

7. **Insurance.** Lessee shall deliver to City's Real Estate Assets Department a current certificate of insurance and blanket additional insured endorsement including the City of San Diego, its elected officials, officers, and employees as Additional Insureds as their interest may appear under this Sublease, excluding workers compensation and employer's liability. Lessee shall maintain said insurance at all times it occupies or uses any portion of the Premises. Within ten (10) days of each insurance renewal period, Lessee shall submit to the City a copy of the new certificate of insurance.

8. **Radio Frequency Interference.** Exhibit "C" attached to the First Amendment shall be replaced in its entirety by Exhibit "C" attached hereto and made a part hereof.

9. **Notices.** The Notice Addresses set forth in Paragraph 12 of the Sublease are hereby deleted and replaced with the following:

LESSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
(Site Name: Sports Arena)

LESSOR: AEG Management SD, LLC
3500 Sports Arena Boulevard
San Diego, California 92110
Attn: Michelle Yeager

10. **Full Force and Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Sublease shall remain in full force and effect. In the event of a conflict between any term or provision of the Sublease and this Amendment, the terms and provisions of this Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the latter date written below.

LESSOR:

AEG Management SD, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: Director
Date: 8-12-16

LESSEE:

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Name: Kristen Hoffoss
Title: Director Engineering
Date: 8/13/16



Date of Notice: May 3, 2016

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Consent to Second Amendment to Sublease Agreement

COMMUNITY PLAN AREA: Midway-Pacific Highway

COUNCIL DISTRICT: 2

LOCATION: 3500 Sports Arena Boulevard, San Diego, CA 92110

PROJECT DESCRIPTION: Authorize the Mayor or his designee to sign a Consent to Second Amendment to Sublease Agreement ("Telecommunications Sublease", dated May 15, 1995) allowing AEG, as successor in interest to AG2000, to assign its right, title and interest in and to a portion of the Sports Arena, more specifically identified in the Telecommunications Sublease, to Verizon Wireless (VAW) LLC, successor in interest to Airtouch Cellular, for the remainder of the term.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Mayor-Appointed Designee

ENVIRONMENTAL DETERMINATION: CEQA Exemption Section 15301- Existing facilities

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This activity has been determined to be exempt from CEQA pursuant to CEQA Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

PROJECT MANAGER: Roswitha Sanchez, SR/WA
Supervising Property Agent, Real Estate Assets Department

MAILING ADDRESS: 1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101

PHONE NUMBER: (619) 236-6721

On May 3, 2016, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**May 17, 2016**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: 5/3/16

REMOVED: JUN 02 2016

POSTED: M. Hermann

City Consent Application

1-May-17

(Date)

Ms. Enza Charles
Real Estate Assets Department
The City of San Diego
1200 Third Avenue, Suite 1700
San Diego, California 92101

RE: Site Address: 3500 Sports Arena Boulevard, San Diego, California 92110,
San Diego (the "Property")
Site Name: Sports Arena

Agreement: Lease Agreement, dated May 15, 1995 (the "Lease") between The City of
San Diego ("City") and Verizon Wireless (VAW) LLC, ("Lessee").

Dear Ms. Charles,

As part of the continuous effort to keep its network up to date, Verizon Wireless
would like to perform the following modifications (changes) as described in the **attached**
plans, to the site referenced above:

Example:

Antennas: Sector "A": Relocate four (4) six foot antennas from the water tank to the screened enclosure located on top of the equipment shelter; Sector "B": Replace the four (4) existing four foot antennas located on the water tank with six foot antennas. In order to accommodate the larger antennas, the screen boxes will be increased from six feet in length to eight feet.

Equipment: Remove existing Propane Generator. Install one 30KW Diesel Generator in a 12' x 11'4" area. Said area to be enclosed with a ten (10) foot tall CMU block wall..... Said Units to be screened by a four (4) foot tall CMU block wall.

Antennas: Replace two (2) panel antennas in each sector (six total).

Ancillary Equipment: Remove five (5) existing RRU Units at each sector (15 total). Install six (6) new RRU's at each sector. Upon completion, there will be six (6) RRU Units per sector (18 total).

Cables: Install three (3) Fiber/Power Hybrid Cables.

All antennas and RRU's to remain screened behind existing screening.



Real Estate
Assets

Pursuant to Improvements and Alterations, of the Lease Agreement, "Lessee shall not construct any improvements, structures, or installations on the Premises, or make any alterations to the Premises (with the exception of equipment replacements or repairs) without City's prior written approval." In order to comply with such requirement,

Verizon Wireless would like to request City's consent and approval to complete the items described above.

Sincerely, Rodney Philhower, agent for Verizon Wireless

Applicant's Signature: Rodney Philhower

City Real Estate Assets department has provided it's consent and approval to allow Verizon Wireless to perform the proposed modifications described herein.

5/9/17
Date

[Signature]
Signature

**CITY OF SAN DIEGO, ACKNOWLEDGEMENT AND CONSENT
FOR MODIFICATION OF**

San Diego Sports Arena

(Site Location)

By: AEG - SEE ATTACHED CONSENT.

Name: _____

Title: _____

Date: _____



**Real Estate
Assets**



Telecommunications Project Management



May 1, 2017

Ms. Michelle Yeager
Director of Finance
Valley View Casino Center
3500 Sports Arena Boulevard
San Diego, California 92110

RE: Site Address: 3500 Sports Arena Boulevard, San Diego (the "Property")
 Site Name: Sports Arena
 Agreement: Sublease Agreement, dated May 15, 1995, as amended (the "Agreement") between
 AEG Management SD, LLC, successor-in-interest to Arena Group 2000, L.P.
 ("Lessor") and Verizon Wireless (VAW), LLC, successor-in-interest to Airtouch
 Cellular ("Lessee").

Dear Ms. Yeager,

As part of the continuous effort to keep its Network up to date, Verizon Wireless would like to perform the following modifications to the site referenced above:

Antennas: Replace two (2) antennas per sector (six total).

Ancillary Equipment: Remove five (5) existing Remote Radio Units ("RRU's") adjacent to each antenna sector (15 total). Install six (6) new RRU's adjacent to each antenna sector (18 total). Upon completion, there will be six (6) RRU's per sector (18 total). Verizon will also be installing three (3) Fiber/Power Hybrid Cables.

Pursuant to the Agreement, certain activities may require Lessor's prior written consent. In order to comply with such requirements, Verizon Wireless would like to request Lessor's consent and approval to complete the items described above.

If all meets with your approval, please have the appropriate person sign below. By having an authorized person sign below, Lessor is providing its consent to allow Verizon Wireless to perform the proposed modifications described herein. Upon signature, please return to my attention at:

PlanCom, Inc.
302 State Place, 2nd Floor
Escondido, California 92029

Please call me at (619) 200-2260 should you have any questions or require additional information. Thank you for your consideration.

Sincerely,

Rodney Philhower

Rodney Philhower, agent
for Verizon Wireless

ACKNOWLEDGEMENT AND CONSENT

By: *Michelle Yeager*
Name: *Michelle Yeager*
Title: *Director*
Date: *5-15-17*