

FIRST AMENDMENT TO CONSENT AGREEMENT

THIS FIRST AMENDMENT TO CONSENT AGREEMENT ("First Amendment to Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), CHH TORREY PINES TENANT CORP, D/B/A HILTON LA JOLLA TORREY PINES HOTEL ("PARTNERS"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as Verizon Wireless ("VERIZON WIRELESS"), hereinafter collectively referred to as the "Parties." This First Amendment to Consent shall be effective as of September 28, 2010 ("Effective Date"), upon execution by the Parties and approval by the San Diego City Attorney.

RECITALS

- A. PARTNERS is the operator of that certain hotel located at 10590 North Torrey Pines Road, La Jolla, California 92037 ("Hotel Property"), which PARTNERS leases from CITY, pursuant to that certain City of San Diego Percentage Lease between the CITY and Torrey Pines Hotel Associates (predecessor in interest to PARTNERS) dated August 10, 1987 ("Hotel Lease").
- B. PARTNERS (as successor in interest to Hilton Hotels Corporation, a Delaware corporation dba Hilton La Jolla Torrey Pines) and VERIZON WIRELESS are parties to that certain Wireless Communications License Agreement dated June 26, 2001 ("License"). The License purports to grant VERIZON WIRELESS the non-exclusive right to install, maintain, and operate certain transceiving equipment, antenna(s), and cables on a portion of the Hotel Property ("License Use").
- C. The License Use was not an authorized use under Section 1.3 of the Hotel Lease; therefore, CITY'S consent to the License Use was required.
- D. CITY, PARTNERS, and VERIZON WIRELESS are parties to that certain Consent Agreement dated January 31, 2008 ("Consent"). Under the Consent, CITY consented to and ratified the License and License Use, effective as of June 26, 2001. ✓
- E. PARTNERS and VERIZON WIRELESS have executed that certain First Amendment to License Agreement dated September 18, 2010 ("First Amendment to License"), which is attached hereto as Exhibit D. The First Amendment to License purports to extend the term of the License for two additional five-year renewal terms and to allow VERIZON WIRELESS to install, operate, and maintain certain alterations, additions, and improvements on a portion of the Hotel Property, as provided in the First Amendment to License ("Amended License Use").
- F. The Amended License Use is not an authorized use under Section 1.3 of the Hotel Lease; therefore, CITY'S consent to the Amended License Use is required.
- G. Under the terms and conditions of this First Amendment to Consent, CITY will consent to and ratify the First Amendment to License and the Amended License Use, effective as of the Effective Date.

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

1. CITY'S Consent. Subject to the terms and conditions of this First Amendment to Consent, CITY hereby consents to the License, as amended by the First Amendment to License.
2. Term. This First Amendment to Consent shall be effective as of the Effective Date and expire upon the expiration or earlier termination of the License, as amended by the First Amendment to License.
3. Additional Rent. As additional rent under the Hotel Lease, PARTNERS shall continue to pay to CITY fifty percent (50%) of all revenues received pursuant to the License, as amended by the First Amendment to License, retroactive to the effective date of the License, payable upon execution of the Consent and as and when received.
4. Superior Interests. The License, as amended by the First Amendment to License, continues to be subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights-of-way pertaining to the Hotel Property existing on the date of approval of the Consent by the San Diego City Attorney, whether or not of record, and all rights reserved by CITY under Section 1.6 of the Hotel Lease.
5. Continuing Effect. All references to the "Consent," "License," and "License Use" in Paragraphs 1, 2, 5 – 8, and 10 – 23 of the Consent shall be understood to refer to the "Consent, as amended by the First Amendment to Consent," "License, as amended by the First Amendment to License," and "License Use, as amended by the First Amendment to License" (i.e., the Amended License Use), respectively. All other terms and conditions of the Consent shall remain in full force and effect.
6. Authority. Each individual executing this First Amendment to Consent on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this First Amendment to Consent 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 First Amendment to Consent is binding upon such person or entity in accordance with its terms. Each person executing this First Amendment to Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to the Mayor, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

7. Exhibits Incorporated. All exhibits referenced in the Consent and in this First Amendment to Consent are incorporated into this First Amendment to Consent by this reference.

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

Date: 7/29/10

CHH TORREY PINES TENANT CORP, d/b/a Hilton
La Jolla Torrey Pines Hotel

2B
BY:

Name:

Title:

Date: _____

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

BY:

Name:

Title:

Date: 9/28/10

THE CITY OF SAN DIEGO, a California municipal
corporation

BY:

Name:

Title:

APPROVED AS TO FORM AND LEGALITY:

Date: 10.5.10

JAN I. GOLDSMITH, City Attorney

BY:

Name:

Title:

(note - 2 copies to
lessor signed &
dated earlier. This file
copy signed later).

Exhibit D: First Amendment to License

FIRST AMENDMENT TO WIRELESS COMMUNICATIONS LICENSE AGREEMENT

This First Amendment to Wireless Communications License Agreement ("First Amendment") is made this 16th day of September, 2010, by and between CHH TORREY PINES TENANT CORP, D/B/A HILTON LA JOLLA TORREY PINES HOTEL ("Licensor") and Verizon Wireless (VAW) LLC, dba Verizon Wireless ("Licensee"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Licensor is the operator of that certain hotel located at 10590 North Torrey Pines Road, La Jolla, California 92037 ("Property"), which Property Licensor leases from the City of San Diego, a municipal corporation, pursuant to that certain City of San Diego Percentage Lease between the City of San Diego and Torrey Pines Hotel Associates (predecessor in interest to Licensor) dated August 10, 1987.

B. Licensor (as successor in interest to Hilton Hotels Corporation, a Delaware corporation dba La Jolla Torrey Pines) and Licensee are parties to that certain Wireless Communications License Agreement dated June 26, 2001 ("Agreement"), pursuant to which Licensor grants to Licensee the non-exclusive right to install, maintain, and operate certain transceiving equipment, antenna(s), and cables in the Space.

C. Licensor and Licensee have agreed to amend the Agreement to extend the term of the Agreement and to allow Licensee to install, operate, and maintain certain alterations, additions, and improvements on the Space, as provided herein.

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. **Additional Renewal Terms.** The Agreement's current renewal term will expire on July 15, 2011 ("Current Renewal Term"). Upon the expiration of the Current Renewal Term, the Agreement shall automatically be renewed for two (2) additional renewal terms of five (5) years each (each, an "Additional Renewal Term") upon the same terms and conditions as amended herein, unless the Agreement is terminated by Licensee by giving written notice thereof to Licensor at least ninety (90) calendar days prior to the end of the Current Renewal Term or then-current Additional Renewal Term.

2. **Licensor Consent.** Licensor hereby consents to each of the following:

a. Licensee may install, operate, and maintain an additional route for utilities on the Space (as described and depicted in Exhibit "A-1"), provided Licensee obtains all required permits and approvals from the City of San Diego for the additional utility route. In installing the additional utility route, Licensee may construct a trench on the Space (as described and depicted in Exhibit "A-1"), provided Licensee returns the Space to substantially the same condition that existed prior to such trenching.

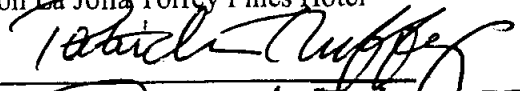
- b. Licensee may install, operate, and maintain those alterations, additions, and improvements to the Space (as described and depicted in Exhibit "A-1"), as well as any and all conduits, cables, equipment, radios, and hardware necessary for such alterations, additions, and improvements, provided Licensee obtains all required permits and approvals from the City of San Diego for such alterations, additions, and improvements.
- c. Licensee may replace and/or relocate its existing Equipment on the Space (as described and depicted in Exhibit "A-1"), provided Licensee obtains all required permits and approvals from the City of San Diego for such replacement and/or relocation of Licensee's Equipment.
3. **Exhibits.** Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with Exhibit "A-1" of this First Amendment. Exhibit "A-1" is hereby incorporated into this First Amendment by this reference.
4. **Continued Effect.** Except as specifically modified by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. Except as otherwise stated in this First Amendment, each initially-capitalized term used herein shall be understood to have the same respective definition as set forth in the Agreement. All references to Exhibit "A" in the Agreement shall be understood to refer to Exhibit "A-1" of this First Amendment.
5. **Conflict in Terms or Provisions.** In the event of a conflict between any term or provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.
6. **Captions.** All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

[Signature page follows]

IN WITNESS WHEREOF, Licensor and Licensee have caused this First Amendment to be executed by each party's duly authorized representative, effective as of the date first above written.

Licensor:

CHH Torrey Pines Tenant Corp, d/b/a
Hilton La Jolla Torrey Pines Hotel

By  JB
(Name) Patrick Duffey
(Title) Gen. Mgr.
Date: 7/29/10

Licensee:

Verizon Wireless (VAW) LLC, dba Verizon Wireless

By 
(Name) Walter L. Jones, Jr.
(Title) Area Vice President Network
Date: 9/14/10

EXHIBIT "A-1"

(See attached)

EXHIBIT "A-1"

RADIO COMMUNICATIONS EQUIPMENT DESCRIPTION

Antenna information:

Four Panel directional antennas, Alpha, 696-900 MHz

Four Panel directional antennas, Beta, 696-900 MHz

Four Panel directional antennas, Gamma, 696-900 MHz

Equipment information:

One Nortel Outdoor Cabinet-Digital Enclosure (DE/DEI)

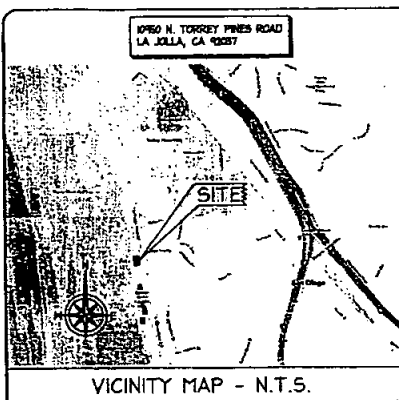
Normal output voltage 240/120 vac, single/split phase, 60 Hz; normal input voltage range 178 to 264 vac (or 105 to 132 vac line to neutral); input frequency; 47 to 63 Hz; input current rating 70A, 2-pole circuit breaker;

Three Nortel Outdoor Cabinet- Radio Enclosure (RE)

Power- 3,300 Watts worst case; current- 75 Amps; Voltage: 21-29 volts; operating frequency between 850 Mhz and 1.9 Ghz

One Nortel Outdoor Cabinet-External Batter Enclosure (EBE)

48 V DC back up battery system.



TORREY PINES RIDGE MTX 48

DIRECTIONS TO SITE

TAKE RAMP ONTO I-405 S TOWARD SAN DIEGO RHY/SAN DIEGO GO
S.R.N. MERGE ONTO I-405 S GO 6.9 MI. TAKE EXIT 104/104.5
AVENUE ONTO GARDEN AVE TOWARD GARDEN AVE WEST GO 1.0 MI
CONTINUE ON N TORREY PINES RD GO 0.9 MI. TAKE RAMP ONTO
CALLAN RD GO 0.2 MI. TURN LEFT TO TAKE RAMP ONTO N TORREY
PINES RD GO 0.2 MI. ARRIVE AT 1060 N TORREY PINES RD, LA
JOLLA, ON THE RIGHT.

DRIVING DIRECTIONS

AC.	ASPHALT CONCRETE	GVL.	GRAVEL
ANT.	ANTENNA(S)	HC.	HANDICAPPED
BEL.	BELOW	HORIZ.	HORIZONTAL
B.S.	BELOW GRADE	HT.	HEIGHT
BULF.	BUILDING	HTS./ VENT / AVC	INCLUDE
B.M.	BENCH MARK	INCL.	INCLUDE
BRK.	BRICK	LSB.	LOW POINT
CAB.	CABINET	LPT.	LOW POINT
C.B.	CATCH BASIN	MAS.	MASONRY
CEM.	CEMENT	MAX.	MAXIMUM
CTY.	CLERIC FOOT	NET.	METAL
C.I.P.A.	CAST-IN-PLACE CONC.	PER.	PERMANENT
C.L.L.	CONTRACT LIMIT LINE	PRM.	PRISM
C.L.S.	CLOSURE	(N)	NORTH
C.P.W.	CONC. MASONRY UNIT	N	NORTH
CONC.	CONCRETE	N.C.	NOT IN CONTRACT
CONNL.	CONNECTION	N.T.S.	NOT TO SCALE
CONST.	CONSTRUCTION	P.P.	POWER POLE
CTR.	CENTER	P.L.	PROPERTY LINE
DBL.	DOUBLE	P.O.C.	POINT OF CORN.
DEM.	DEMOLITION	PROP.	PROPERTY
DRNG.	DRAINAGE	PT.	POINT
DTL.	DETAIL	PWNT.	PAVEMENT
(E)	EXISTING	RSD.	REQUIRED
E.	EAST	RPM.	ROOF HATCH
E.L.	ELEVATION	RPG.	ROOFING
ELEC.	ELECTRIC (AL)	R.O.M.	RIGHT-OF-WAY
ENCL.	ENCLOSURE	S.	SOUTH
E.P.	ELECT. PANELBOARD	TBL.	TELEPHONE
EQUP.	EQUIPMENT	T.O.P.	TOP OF PARAPET
EXT.	EXTERIOR	T.O.S.	TOP OF SLAB (SURFACE)
FS.	FRESH SURFACE	T.O.M.	TOP OF MALL
FT.	FOOT OR FEET	TYP.	TYPICAL
FUT.	FUTURE	UNF.	UNFINISHED
G.C.	GENERAL CONTR.	UNL.	UNLESS NOTED
G.F.	GROUND FACE	VERT.	VERTICAL
GR.	GRADE OR GRADING	W.	WEST
GV.	GAS VENT	W.P.	WATERPROOF
		WT.	WEIGHT

ABBREVIATIONS

NEW ANTENNA	LIGHT POLE	ELEVATION REF.	ELECT. CONDUIT	PLASTER
EXISTING ANTENNA	FOUNDATION	SECTION REF.	CONICAL CABLE	(2) MASONRY
GROUND ROD	SPOT ELEV.	PROP. ALIAS LINE	OVERHEAD SERV. CONDUCTORS	CONCRETE
GROUND BUS BAR	SET POINT	PATCH LINE	CHAIN LINK FENCE	EARTH
MEAL. GROUND CONN.	REVISION	MARK POINT	CENTERLINE	GRAVEL
CADWELD	GRID REF.	GROUND CONDUCTOR	WOOD CONT.	PLYWOOD
GROUND ACC. WELL	DETAIL REF.	TELE. CONDUIT	WOOD BLOCCING	SAND
ELECTRIC BOX				STEEL
TELEPHONE BOX				

SYMBOLS, LINETYPES AND HATCH PATTERNS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ACCEPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

1. CALIFORNIA ADMINISTRATIVE CODE (INCL. TITLES 24 & 25)
2. 2007 CALIFORNIA BUILDING CODE
3. BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA)
4. 2007 UNIFORM MECHANICAL CODE
5. ANSI/ISA-22.2 LIFE SAFETY CODE NFPA-70
6. 2007 UNIFORM PLUMBING CODE
7. 2007 NATIONAL ELECTRIC CODE
8. LOCAL BUILDING CODE
9. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

SITE PARCEL NO.	760-028-60-00
JURISDICTION	COUNTY OF SAN DIEGO
ZONE	A-70
OCCUPANCY	UNFINISHED TELECOMMUNICATIONS FACILITY
LATITUDE	32° 54' 2.87" N
LONGITUDE	117° 14' 55.65" W
ELEVATION	424'
LEGAL DESCRIPTION	LOT 1 OF SHERATON HOTEL AT TORREY PINES UNIT NO. 2 IN THE CITY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12864, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 12, 1988.

PROJECT DATA

SITE ADDRESS	1060 N. TORREY PINES ROAD LA JOLLA, CA 92037
OWNER	RON DELL
CONTACT	RON DELL (606) 450-4543
APPLICANT	VERIZON WIRELESS 15505 SAND CANYON AVE. BUILDING 107 1ST FLOOR IRVINE, CA 92618 PHONE: (949) 254-7000
CONTACTS	MD7, LLC PROJECT MANAGER: MICHAEL REARDON 3721 VALLEY CENTRE DRIVE, SUITE 300 SAN DIEGO, CA 92108 (619) 774-7834
ARCHITECT	ACO ARCHITECTS, INC. 26170 ENTERPRISE WAY #500 LAKE FOREST, CA 92650 PHONE: (949) 716-4940 FAX: (949) 297-4788
CONTACT	ANTHONY ORTIZ (949) 716-4940

PROJECT DIRECTORY

PLAN VERIFICATION

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES

VERIZON WIRELESS TO PROVIDE FIBER OPTIC CONNECTIVITY TO AN EXISTING VERIZON WIRELESS CELL SITE. NEW UNDERGROUND CONDUIT WILL BE INSTALLED FROM NEW UNDERGROUND VAULT TO EXISTING JUNCTION BOX.

PROJECT DESCRIPTION

T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	DETAILED SITE PLAN
A-4	ARCHITECTURAL ELEVATIONS
A-5	ARCHITECTURAL ELEVATIONS
A-6	ARCHITECTURAL DETAILS

SHEET INDEX

REV.	DATE/REV.	REVISION DESCRIPTION
0	09-12-09	CONSTRUCTION SET
1	09-02-09	CLIENT REVISIONS
	07-02-09	CITY COMMENTS
	07-15-09	CITY COMMENTS

CONSULTANT:

md7
Love your lease.

MD7, LLC
3721 VALLEY CENTRE DRIVE, SUITE 300
SAN DIEGO, CA 92108
OFFICE: (619) 774-7850
SITE BUILDER:

verizonwireless

15505 SAND CANYON AVE.
BUILDING 107 1ST FLOOR
IRVINE, CA 92618
PHONE: (949) 254-7000

ARCHITECT:

ACO
ARCHITECTS - INC.

26170 ENTERPRISE WAY #500
LAKE FOREST, CA 92650
TEL: 949-716-4940
FAX: 949-297-4788

ENGINEER:

SITE INFO:

TORREY PINES RIDGE
MTX 48

SITE ADDRESS:
1060 N. TORREY PINES ROAD
LA JOLLA, CA 92037

SHEET TITLE:

TITLE SHEET

DRAWING INFO:

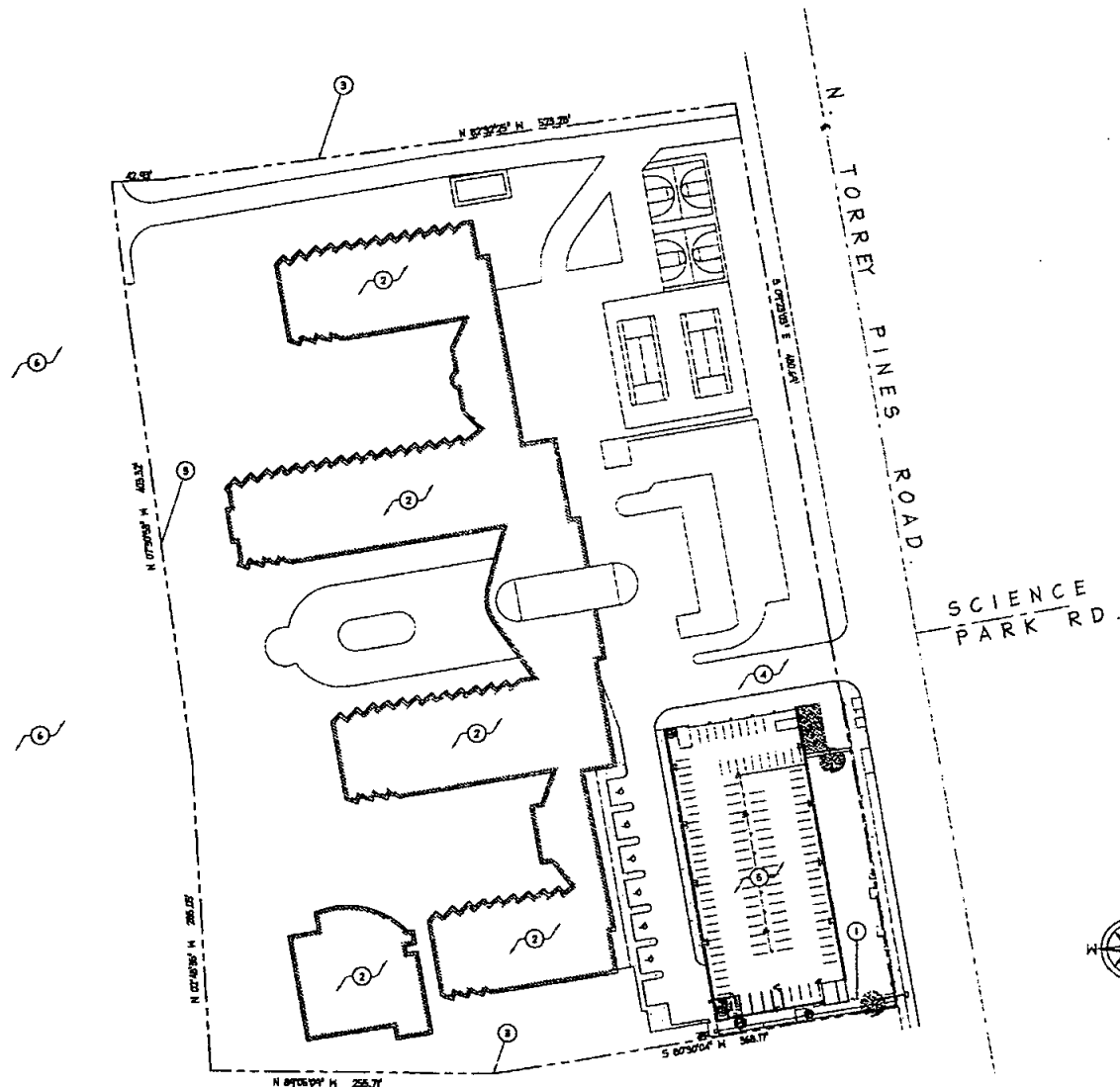
DRG. NAME:	DRAWN BY:	DATE:
TI	TY	09-08-09

SHEET NUMBER:

T-1

NOTES:

- ① NEW FIBER RUN FROM NEW UNDERGROUND VAULT TO EXISTING VERIZON WIRELESS EQUIPMENT ROOM, APPROX. 146', TO BE INSTALLED BY VERIZON BUSINESS. SEE SHEET A-2 FOR DETAILED SITE PLAN.
- ② EXISTING BUILDING.
- ③ EXISTING PROPERTY LINE.
- ④ EXISTING CONCRETE ACCESS ROAD.
- ⑤ EXISTING PARKING STRUCTURE.
- ⑥ EXISTING GOLF COURSE.



REV.	DATE/BY	REVISION DESCRIPTION
0	07-02-01 MTX	CONSTRUCTION SET
1	11-02-01 PH	CLIENT REVISIONS
2	07-02-01 MTX	CITY COMMENTS
3	07-02-01 TH	CITY COMMENTS

CONSULTANT:

mcd
Love your lease

MD7, LLC
5721 VALLEY CENTRE DRIVE, SUITE 300
SAN DIEGO, CA 92130
OFFICE: (619) 791-7850

SITE BUILDER:

verizonwireless

15505 SAND CANYON AVE.
BUILDING 17 1ST FLOOR
IRVINE, CA 92618
PHONE: (949) 226-7000

ME DEVELOPMENT:

ACO
ARCHITECTS - INC.

2670 ENTERPRISE WAY #600
LAKE FOREST, CA 92630
TEL: 949-716-9940
FAX: 949-297-4788

ENGINEER:

SITE INFO:

SITE NAME:
TORREY PINES RIDGE
MTX 48

SITE ADDRESS:
10750 N. TORREY PINES ROAD
LA JOLLA, CA 92037

SHEET TITLE:

OVERALL
SITE PLAN

DRAWING INFO:

DRG. NAME: AI DRAWN BY: MTX DATE: 09-02-01

SHEET NUMBER:

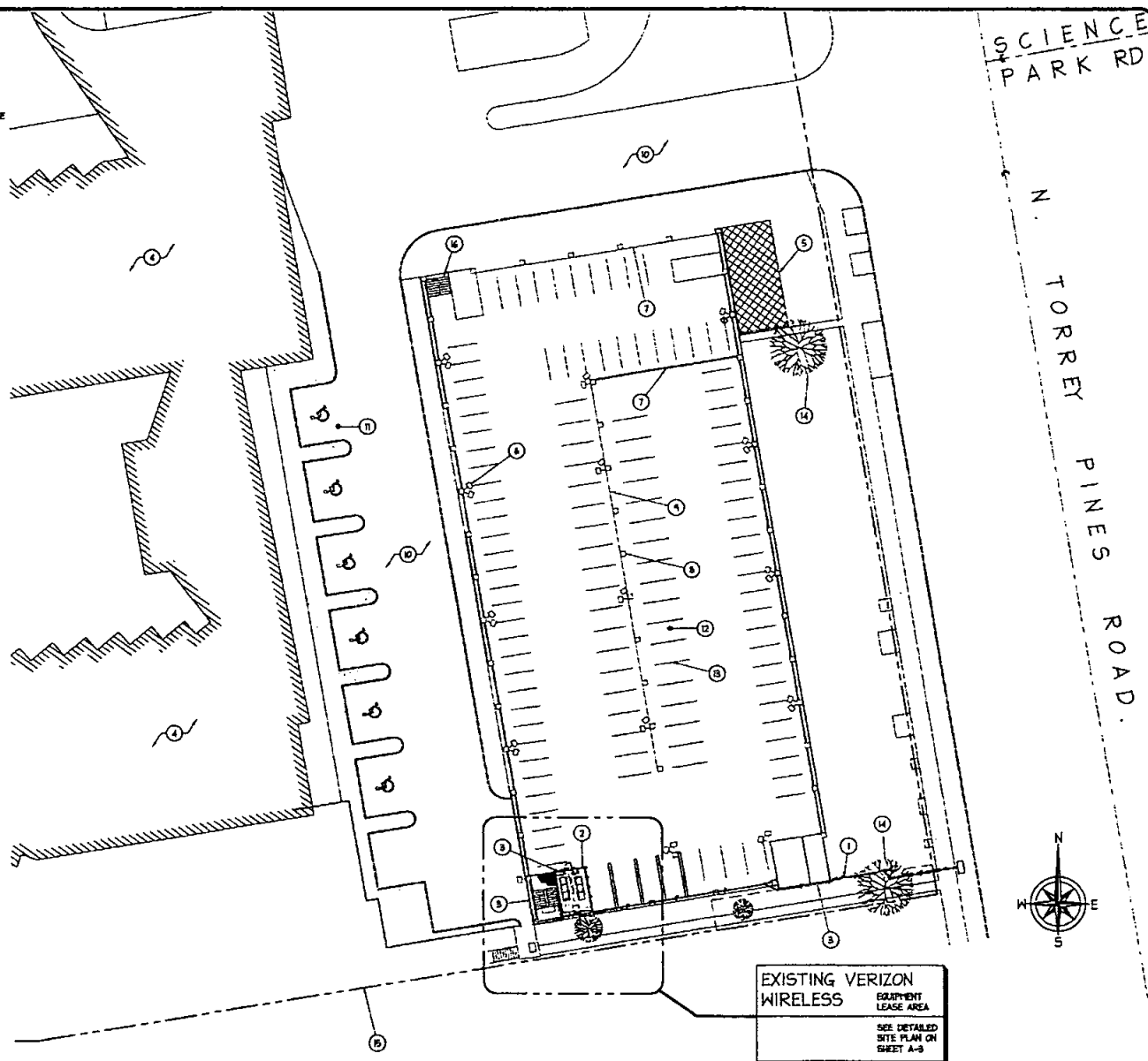
A-1

OVERALL SITE PLAN

SCALE: 1" = 50'

NOTES:

- ① NEW FIBER RUN FROM NEW UNDERGROUND VAULT TO EXISTING VERIZON WIRELESS EQUIPMENT ROOM, APPROX. 168', TO BE INSTALLED BY VERIZON BUSINESS. SEE SHEET A-2 FOR DETAILED SITE PLAN.
- ② EXISTING VERIZON WIRELESS 12'-4" X 8'-11" EQUIPMENT LEASE AREA LOCATED ON EXISTING 4TH LEVEL UPPER PARKING GARAGE.
- ③ EXISTING VERIZON WIRELESS WALL MOUNTED PANEL ANTENNAS.
- ④ EXISTING BUILDING.
- ⑤ EXISTING GRATE.
- ⑥ EXISTING LIGHT, TYPICAL.
- ⑦ EXISTING BLOCK WALL.
- ⑧ EXISTING COLUMN, TYPICAL.
- ⑨ EXISTING RAILING.
- ⑩ EXISTING CONCRETE ACCESS ROAD.
- ⑪ EXISTING HANDICAP PARKING SPACE.
- ⑫ EXISTING PARKING SPACE.
- ⑬ EXISTING PARKING STRIPE.
- ⑭ EXISTING TREE, TYPICAL.
- ⑮ EXISTING PROPERTY LINE.
- ⑯ EXISTING STAIRS.



REV.	DATE	DESCRIPTION
0	01-10-01	CONSTRUCTION SET
1	01-10-01	CLIENT REVISIONS
2	01-10-01	CITY COMMENTS
3	01-10-01	CITY COMMENTS

CONSULTANT:

md7
Love your lease.

MD7, LLC
3721 VALLEY CENTRE DRIVE, SUITE 300
SAN DIEGO, CA 92130
OFFICE (619) 744-7650
SITE BUILDER:

verizonwireless

15505 SAND CANYON AVE
BUILDING 10 1st FLOOR
IRVINE, CA 92618
PHONE (949) 264-7000

ARE DEVELOPMENT:

ACO
ARCHITECTS - INC.

26470 ENTERPRISE WAY #600
LAKE FOREST, CA 92630
TEL: 949-716-7940
FAX: 949-297-4788

ENGINEER:

SITE INFO:

SITE NAME:
TORREY PINES RIDGE
MTX 48

SITE ADDRESS:
10550 N. TORREY PINES ROAD
LA JOLLA, CA 92037

SHEET TITLE:

ENLARGED
SITE PLAN

DRAWING INFO:

DRG. NAME:	DRAWN BY:	DATE:
A2	MT	01-10-01

SHEET NUMBER:

A-2

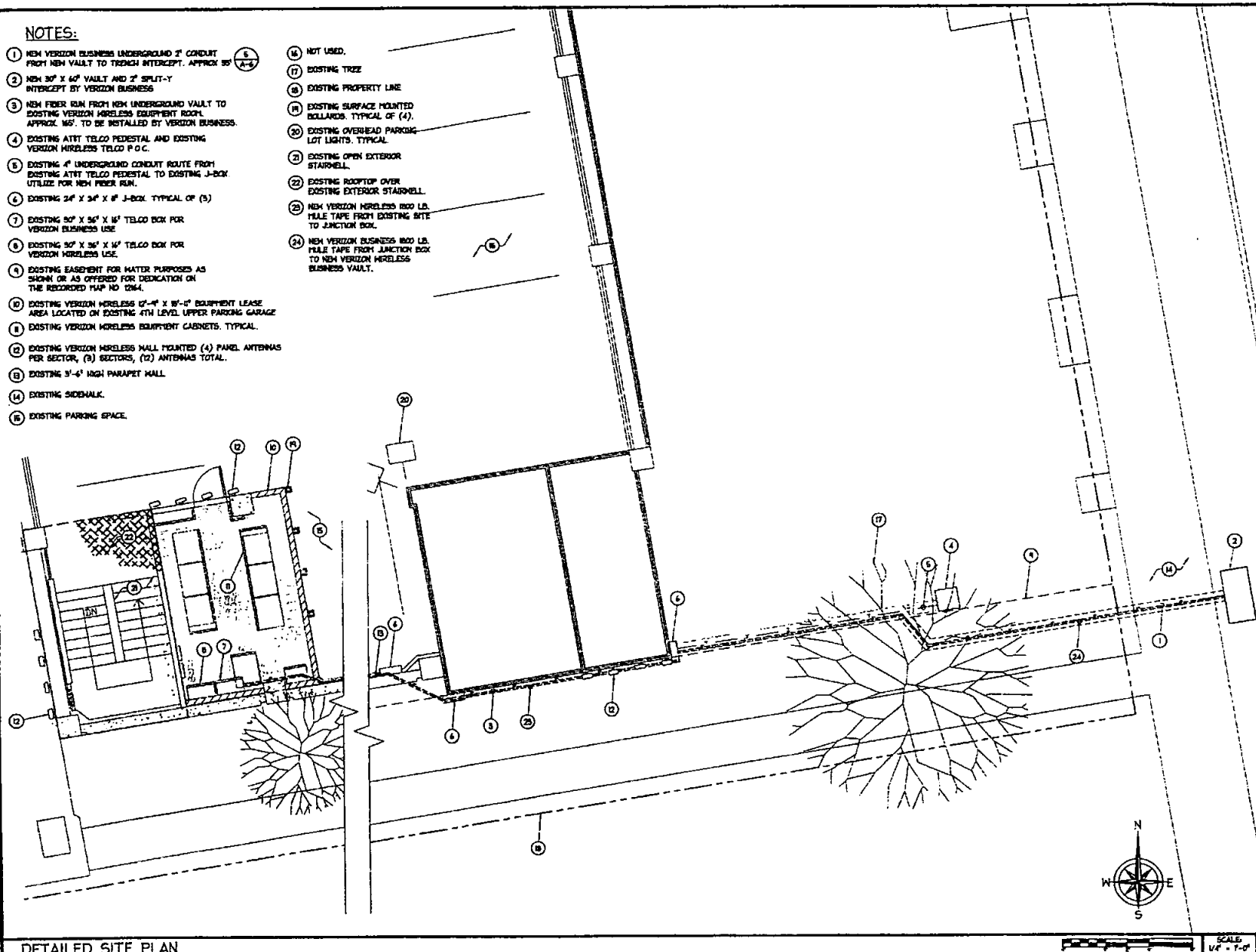
ENLARGED SITE PLAN

SCALE:
1" = 20'

NOTES:

- 1 NEW VERIZON BUSINESS UNDERGROUND 2" CONDUIT FROM NEW VAULT TO TRENCH INTERCEPT. APPROX 95'
- 2 NEW 30" X 60" VAULT AND 2" SPLIT-Y INTERCEPT BY VERIZON BUSINESS
- 3 NEW FIBER RUN FROM NEW UNDERGROUND VAULT TO EXISTING VERIZON WIRELESS EQUIPMENT ROOM. APPROX 165'. TO BE INSTALLED BY VERIZON BUSINESS.
- 4 EXISTING AT&T TELCO PEDESTAL AND EXISTING VERIZON WIRELESS TELCO P.O.C.
- 5 EXISTING 4" UNDERGROUND CONDUIT ROUTE FROM EXISTING AT&T TELCO PEDESTAL TO EXISTING J-BOX. UTILIZE FOR NEW FIBER RUN.
- 6 EXISTING 24" X 34" X 8" J-BOX. TYPICAL OF (5)
- 7 EXISTING 30" X 36" X 14" TELCO BOX FOR VERIZON BUSINESS USE
- 8 EXISTING 30" X 36" X 14" TELCO BOX FOR VERIZON WIRELESS USE
- 9 EXISTING EASEMENT FOR WATER PURPOSES AS SHOWN OR AS OFFERED FOR DEDICATION ON THE RECORDED MAP NO 0264.
- 10 EXISTING VERIZON WIRELESS 12'-4" X 18'-10" EQUIPMENT LEASE AREA LOCATED ON EXISTING 4TH LEVEL UPPER PARKING GARAGE
- 11 EXISTING VERIZON WIRELESS EQUIPMENT CABINETS. TYPICAL.
- 12 EXISTING VERIZON WIRELESS WALL MOUNTED (4) PANEL ANTENNAS PER SECTOR, (8) SECTORS, (12) ANTENNAS TOTAL.
- 13 EXISTING 3'-6" HIGH PARAPET WALL.
- 14 EXISTING SIDEWALK.
- 15 EXISTING PARKING SPACE.

- 16 NOT USED.
- 17 EXISTING TREE
- 18 EXISTING PROPERTY LINE
- 19 EXISTING SURFACE MOUNTED BOLLARDS. TYPICAL OF (4).
- 20 EXISTING OVERHEAD PARKING LOT LIGHTS. TYPICAL.
- 21 EXISTING OPEN EXTERIOR STAIRWELL.
- 22 EXISTING ROOFTOP OVER EXISTING EXTERIOR STAIRWELL.
- 23 NEW VERIZON WIRELESS 800 LB. MULE TAPE FROM EXISTING SITE TO JUNCTION BOX.
- 24 NEW VERIZON BUSINESS 800 LB. MULE TAPE FROM JUNCTION BOX TO NEW VERIZON WIRELESS BUSINESS VAULT.



DETAILED SITE PLAN

REV.	DATE/BY	REVISION DESCRIPTION
0	09-10-09 JIT	CONSTRUCTION SET
1	11-02-03 JL	CLIENT REVISIONS
	07-02-10 JIT	CITY COMMENTS
	07-11-10 JL	CITY COMMENTS

CONSULTANT:

md7
love your lease

MD7, LLC
8721 VALLEY CENTRE DRIVE, SUITE 300
SAN DIEGO, CA 92130
OFFICE: (858) 744-7050

SITE BUILDER:

verizonwireless

15505 SAND CANYON AVE.
BUILDING 17 1st FLOOR
IRVINE, CA 92618
PHONE: (949) 256-7000

ARE DEVELOPMENT:

ACO
ARCHITECTS - INC.

26170 ENTERPRISE WAY #200
LAKE FOREST, CA 92630
TEL: 949-716-9940
FAX: 949-247-4788

DESIGNED:

SITE INFO:

SITE NAME:
TORREY PINES RIDGE
MTX 48

SITE ADDRESS:
10600 N TORREY PINES ROAD
LA JOLLA, CA 92037

SHEET TITLE:

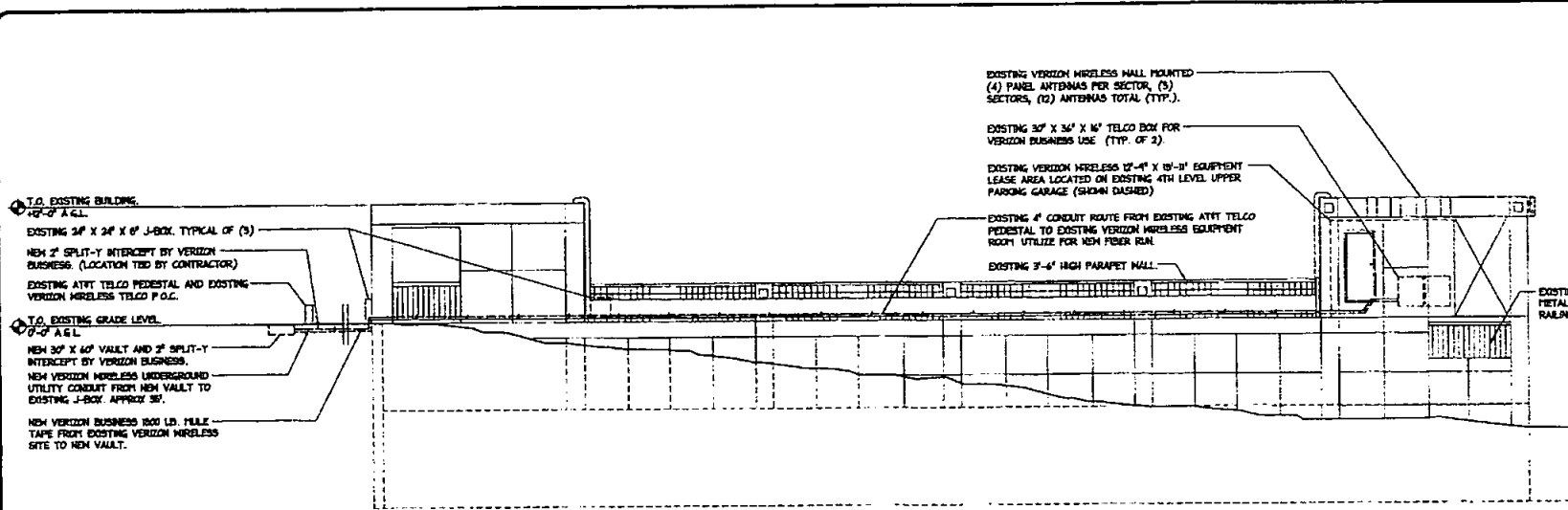
DETAILED
SITE PLAN

DRAWING INFO:

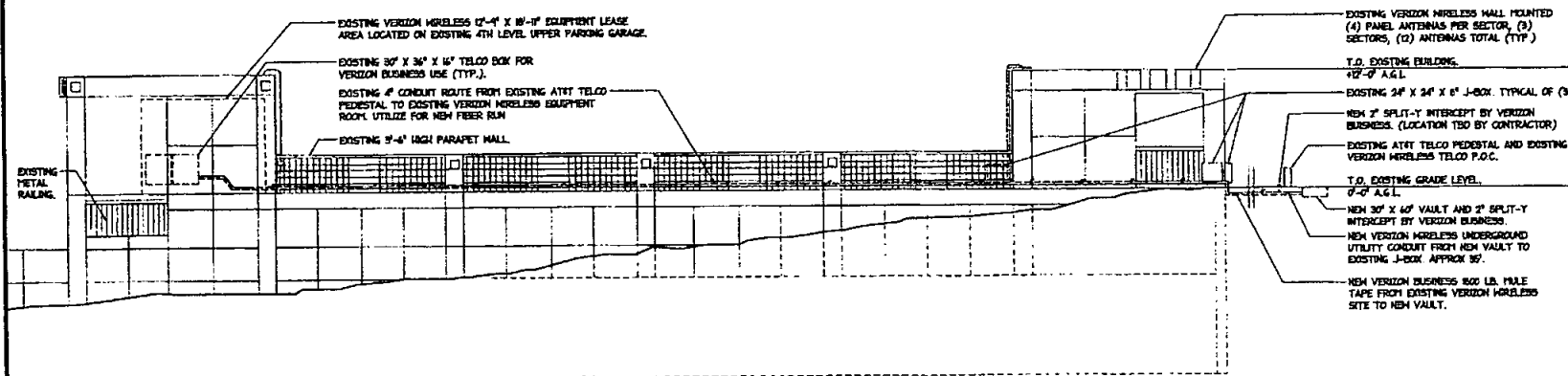
DWG NAME: AS	DRAWN BY: JIT	DATE: 09-08-09
-----------------	------------------	-------------------

SHEET NUMBER:

A-3



NORTH ELEVATION



SOUTH ELEVATION

REV.	DATE/BY	REVISION DESCRIPTION
0	09-10-01 MT	CONSTRUCTION SET
1	11-02-01 PH	CLIENT REVISIONS
2	07-02-10 MT	CITY COMMENTS
3	07-11-10 TH	CITY COMMENTS

CONSULTANT:

md7
Love your 16858

MD7, LLC
3721 VALLEY CENTRE DRIVE, SUITE 300
SAN DIEGO, CA 92130
OFFICE: (619) 794-7050

SITE BUILDER:

verizonwireless

15505 SAND CANYON AVE.
BUILDING 'D' 1st. FLOOR
IRVINE, CA 92618
PHONE: (949) 286-7000

ME DEVELOPMENT:

ACO
ARCHITECTS - INC.

26170 ENTERPRISE WAY #500
LAKE FOREST, CA 92630
TEL: 949-716-9940
FAX: 949-247-4788

ENGINEER:

SITE INFO:

SITE NAME:
TORREY PINES RIDGE
MTX 48

SITE ADDRESS:
10950 N. TORREY PINES ROAD
LA JOLLA, CA 92037

SHEET TITLE:

**ARCHITECTURAL
ELEVATIONS**

DRAWING INFO:

DWG. NAME: AA DRAWN BY: MT DATE: 01-08-01

SHEET NUMBER:

A-4

EXISTING VERIZON WIRELESS WALL MOUNTED
(4) PANEL ANTENNAS PER SECTOR, (3)
SECTORS, (12) ANTENNAS TOTAL (TYP.).

EXISTING VERIZON WIRELESS 12'-0" X 18'-0"
EQUIPMENT LEASE AREA LOCATED ON EXISTING
4TH LEVEL UPPER PARKING GARAGE.

T.O. EXISTING BUILDING
+22'-0" A.G.L.

EXISTING 30' X 36' X 16' TELCO
BOX FOR VERIZON WIRELESS USE.

T.O. EXISTING GRADE LEVEL
0'-0" A.G.L.

EXISTING BOLLARD -
TYPICAL

EXISTING 3'-6" HIGH
PARAPET WALL

EXISTING FLOOR - UPPER
PARKING LEVEL

EAST ELEVATION

SCALE:
3/16" = 1'-0" 1

EXISTING VERIZON WIRELESS WALL MOUNTED
(4) PANEL ANTENNAS PER SECTOR, (3)
SECTORS, (12) ANTENNAS TOTAL (TYP.).

EXISTING VERIZON WIRELESS 12'-0" X 18'-0"
EQUIPMENT LEASE AREA LOCATED ON EXISTING 4TH LEVEL UPPER PARKING GARAGE.

EXISTING 30' X 36' X 16' TELCO BOX FOR
VERIZON BUSINESS USE.

EXISTING 3'-6" HIGH
PARAPET WALL

T.O. EXISTING BUILDING
+22'-0" A.G.L.

EXISTING
METAL
RAILING

T.O. EXISTING GRADE LEVEL
0'-0" A.G.L.

EXISTING
GARAGE ENTRY

WEST ELEVATION

SCALE:
3/16" = 1'-0" 2

REV.	DATE/REV.	REVISION DESCRIPTION
0	02-20-01 MTY	CONSTRUCTION SET
1	02-22-01 MTY	CLIENT REVISIONS
2	07-22-01 MTY	CITY COMMENTS
3	07-25-01 TH	CITY COMMENTS

CONSULTANT:

md7
Love your lease

MD7, LLC
3721 VALLEY CENTRE DRIVE, SUITE 300
SAN DIEGO, CA 92108
OFFICE: (619) 799-7050

SITE BUILDER:

verizonwireless

15505 SAND CANYON AVE.
BUILDING 17 1st. FLOOR
IRVINE, CA 92618
PHONE (949) 266-7000

ME DEVELOPMENT:

ACO
ARCHITECTS - INC.

2470 ENTERPRISE WAY #200
LAKE FOREST, CA 92630
TEL: 949-716-9940
FAX: 949-297-4788

ENGINEER:

SITE INFO:

SITE NAME:
TORREY PINES RIDGE
MTX 48

SITE ADDRESS:
10950 N. TORREY PINES ROAD
LA JOLLA, CA 92037

SHEET TITLE:

ARCHITECTURAL
ELEVATIONS

DRAWING INFO:

ENG. NAME: AS	DRAWN BY: MTY	DATE: 01-08-01
------------------	------------------	-------------------

SHEET NUMBER:

A-5

CONSENT AGREEMENT

THIS CONSENT AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), CHH TORREY PINES HOTEL PARTNERS LP, a Delaware limited partnership ("PARTNERS"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company doing business as "Verizon Wireless" ("VERIZON WIRELESS"). This Consent shall be effective as of **June 26, 2001** (the "Effective Date") upon execution by the parties and approval by the San Diego City Attorney, as follows:

RECITALS

- A. CITY is the lessor under that certain CITY OF SAN DIEGO PERCENTAGE LEASE dated August 10, 1987, as amended by that certain FIRST AMENDMENT TO LEASE AGREEMENT filed in the Office of the San Diego City Clerk on May 21, 2002, as Document No. RR-296517, and as may be further amended from time to time (the "Hotel Lease," attached hereto as **Exhibit A: Hotel Lease**). TORREY PINES HOTEL ASSOCIATES, a California general partnership ("TPH Associates"), was the original lessee under the Hotel Lease.
- B. TPH Associates caused the real property that is the subject of the Hotel Lease (the "Hotel Property," defined as the "premises" or "leased premises" in the Hotel Lease) to be developed with certain buildings and other improvements comprising a hotel, restaurant, and related facilities commonly known as the "Hilton La Jolla Torrey Pines."
- C. HILTON HOTELS CORPORATION, a Delaware corporation doing business as "Hilton La Jolla Torrey Pines" ("HILTON"), succeeded TPH Associates as lessee under the Hotel Lease pursuant to that certain ASSIGNMENT AND ASSUMPTION OF PERCENTAGE LEASE AND DEED TO IMPROVEMENTS dated December 29, 1998, and recorded in the Office of the San Diego County (California) Recorder as Instrument No. 1998-0853813.
- D. PARTNERS succeeded HILTON as lessee under the Hotel Lease pursuant to that certain ASSIGNMENT AND ASSUMPTION OF PERCENTAGE LEASE AND DEED TO IMPROVEMENTS, dated December 17, 2003, and recorded December 18, 2003, in the Office of the San Diego County (California) Recorder as Instrument No. 2003-1487568.
- E. By succession, PARTNERS is currently the purported licensor under that certain WIRELESS COMMUNICATIONS LICENSE AGREEMENT (the "License," attached hereto as **Exhibit B: License**) dated June 26, 2001, by and between HILTON, as licensor, and VERIZON WIRELESS, as licensee. The License purports to grant VERIZON WIRELESS the license to use the Hotel Property for the purpose of installing, maintaining, and operating VERIZON WIRELESS' "Equipment," as that term is defined and limited in Exhibit A to the License (e.g., transceivers, antennas and cables) (the "License Use").
- F. The License Use is not an authorized use under Hotel Lease section 1.3 Uses; therefore, CITY'S consent to the License Use is required.

- G. Under the terms and conditions of this Consent, CITY will consent to and ratify the License and the License Use, effective as of the Effective Date.

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

1. Subordination. The License was, is and shall be subordinate to the Hotel Lease and this Consent. CITY shall not be bound by any term or condition in the License which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Hotel Lease or this Consent. Any conflict between the Hotel Lease or this Consent and the License shall be construed or resolved in favor of the Hotel Lease or this Consent. PARTNERS shall deliver to VERIZON WIRELESS a complete copy of each amendment to the Hotel Lease. 
that affects the License
2. VERIZON WIRELESS' Acknowledgement. VERIZON WIRELESS acknowledges and agrees that its rights and obligations under the License shall be subject and subordinate to the terms and conditions of the Hotel Lease and this Consent. VERIZON WIRELESS shall keep and perform all covenants, conditions, and provisions of the Hotel Lease which are applicable to the rights acquired under the License and this Consent.
3. Term. This Consent shall be effective as of the Effective Date and expire upon the expiration or earlier termination of the License.
4. Additional Rent. As additional rent under the Hotel Lease, PARTNERS shall pay to CITY fifty percent (50%) of all revenues received pursuant to the License, retroactive to the Effective Date, payable upon execution of this Consent and as and when received. PARTNERS shall also pay to CITY, on or before the execution of this Consent, Forty-Three Thousand Four Hundred Eighty-Four Dollars (\$43,484) as a one-time, lump-sum payment as additional rent under the Hotel Lease.
5. Uses. This Consent applies solely to the License and the License Use; it shall not apply to any other use or user without CITY'S consent in each instance. VERIZON WIRELESS' use of the Hotel Property for any unauthorized, illegal or un-permitted purpose shall constitute a default of this Consent, upon which CITY may immediately terminate the License.
6. Competent Management. Throughout the term of the License, VERIZON WIRELESS shall provide competent management of the License Use to CITY'S satisfaction. "Competent management" shall mean demonstrated ability in the management and operation of a wireless communications facility and related activities in a fiscally responsible manner and in accordance with industry standards.
7. Improvements/Alterations. No additions, removals, or structural or architectural design alterations to the improvements, structures, or installations of the Hotel Property shall be made without CITY'S prior written approval.
8. Best Management Practices. When constructing improvements on the Hotel Property, VERIZON WIRELESS shall comply with San Diego Municipal Code Article 3, Division 3:

Stormwater Management and Discharge Control ("Code"), and employ "Best Management Practices" including a "Storm Water Pollution Prevention Plan" as those terms are defined by the Code (collectively, "Prevention Plan") and as approved by CITY under its Stormwater Management Program. Prior to commencement of any improvement, VERIZON WIRELESS shall submit a Prevention Plan satisfactory to CITY that will control erosion and reduce the amounts of "Pollutants," as defined by the Code, and other sediments discharged from the Hotel Property. CITY may review the Prevention Plan periodically. Within ninety (90) days after written notice from CITY requesting an update of the Prevention Plan, VERIZON WIRELESS shall submit an updated Prevention Plan to CITY'S satisfaction. VERIZON WIRELESS shall implement all changes to the Prevention Plan as required by CITY and to ensure compliance with all applicable laws, ordinances, and regulations. VERIZON WIRELESS shall inform its employees, contractors, subcontractors, agents and vendors of the Prevention Plan and ensure their compliance therewith.

9. Superior Interests. The License is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, and rights of way pertaining to the Hotel Property existing on the date of approval of this Consent by the San Diego City Attorney, whether or not of record, and all rights reserved by CITY under Hotel Lease section 1.6 Easements and Reservations ("Superior Interests"). VERIZON WIRELESS shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably prudent to allow its use of the Hotel Property, relative to such Superior Interests. If VERIZON WIRELESS' use of the Hotel Property is or becomes inconsistent or incompatible with a Superior Interest, VERIZON WIRELESS 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.
10. Approvals & Permits. VERIZON WIRELESS shall obtain any and all necessary authorizations, approvals, and permits required to conduct the License Use, including without limitation CITY'S interference protection requirements, attached hereto as **Exhibit C: Interference Protection Requirements**.
11. Compliance with Law. VERIZON WIRELESS shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Hotel Property and VERIZON WIRELESS' use of the Hotel Property.
12. Disabled Access Compliance. VERIZON WIRELESS shall at all times in its occupancy, use, development, and maintenance of the Hotel Property comply with the 1990 Americans with Disabilities Act ("ADA") and Title 24 of the California Code of Regulations (commonly known as the "building code") as defined in Section 18910 of the California Health and Safety Code and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.
13. San Diego's Strong Mayor Form of Governance. All references to "City Manager" in the Hotel Lease shall be deemed to refer to "Mayor or his or her designee." This provision became effective January 1, 2006, and shall remain in effect for the duration CITY operates

under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the San Diego City Charter.

14. Assignment. VERIZON WIRELESS may not assign the License without CITY'S prior written consent. An assignment by operation of law shall automatically terminate the License.
15. Indemnification. VERIZON WIRELESS shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PARTNERS' and VERIZON WIRELESS' officers, employees, invitees, agents, or contractors, which arise out of VERIZON WIRELESS' acts or omissions in connection with this Consent or the License and VERIZON WIRELESS' occupancy, use, development, or maintenance of the Hotel Property, and all expenses of investigating and defending against same, including without limitation attorney fees and costs. PARTNERS shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PARTNERS' and VERIZON WIRELESS' officers, employees, invitees, agents, or contractors, which arise out of PARTNERS' acts or omissions in connection with this Consent or the License and PARTNERS' occupancy, use, development, or maintenance of the Hotel Property, and all expenses of investigating and defending against same, including without limitation attorney fees and costs. Notwithstanding anything to the contrary contained herein, PARTNERS' and VERIZON WIRELESS' duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election and at its own cost and expense, conduct the defense or participate in the defense of any claim related in any way to this indemnification.
16. Insurance. VERIZON WIRELESS shall deliver to CITY a current certificate of insurance for a Commercial General Liability policy providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000).
 - 16.1 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or CG20 26 11 85], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
 - 16.2 Primary & Non-Contributory. Insurance policies shall be primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the term of the License and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department.

- 16.3 Qualified Insurer(s). All insurance required by the terms of this Consent must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- 16.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy shall be the sole responsibility of VERIZON WIRELESS.
- 16.5 Continuity of Coverage. All policies shall be in effect on or before execution of this Consent, 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. VERIZON WIRELESS shall maintain all insurance required by this Consent throughout the term of the License and any extended use, without lapse. When a new insurance policy is obtained, or when an insurance policy is renewed or extended, VERIZON WIRELESS shall, within ten (10) days thereafter, deliver to CITY a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Consent.
- 16.6 Modification. To assure protection from and against the kind and extent of risk existing on the Hotel Property, CITY, at its discretion, may require the reasonable revision of amounts and coverage at any time during the term of the License by giving VERIZON WIRELESS thirty (30) days prior written notice. VERIZON WIRELESS shall also obtain any additional insurance required by CITY for new improvements constructed by VERIZON WIRELESS, in order to meet the requirements of this Consent.
- 16.7 Accident Reports. VERIZON WIRELESS shall report to CITY any accident causing property damage or injury to persons on the Hotel Property, and related in any way to the License 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.
- 16.8 Failure to Comply. If VERIZON WIRELESS fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. VERIZON WIRELESS shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify VERIZON WIRELESS of such payment of premiums stating the amount paid, the name(s) of the insurer(s), and the rate of interest. VERIZON WIRELESS shall pay such reimbursement and interest on the first (1st) day of the month following CITY'S notice. Notwithstanding any other provision of this Consent, if VERIZON WIRELESS fails or refuses to obtain or maintain insurance as required by this Consent, or fails to provide proof of insurance, CITY may terminate the License immediately upon such breach. Upon such termination, VERIZON WIRELESS shall

immediately cease its use of the Hotel Property and commence and diligently pursue the removal of its property from the Hotel Property.

16.9 All-Risk Property Insurance. VERIZON WIRELESS shall obtain and maintain, at its sole cost, All-Risk Property insurance on all of VERIZON WIRELESS' insurable property on the Hotel Property in an amount to cover one hundred percent (100%) of the replacement cost. VERIZON WIRELESS shall deliver to CITY a certificate of such insurance.

17. Notices. Notices shall be given as provided in the Hotel Lease. Notices shall be addressed as follows:

If to CITY:

THE CITY OF SAN DIEGO
Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
ATTN: James F. Barwick, Director

With a copy by First Class mail to: SAN DIEGO CITY ATTORNEY
ATTN: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

If to PARTNERS:

CHH TORREY PINES HOTEL PARTNERS LP
Hilton La Jolla Torrey Pines
10950 North Torrey Pines Road
La Jolla, CA 92037
ATTN: General Manager

If to VERIZON WIRELESS:

VERIZON WIRELESS (VAW) LLC
d/b/a "Verizon Wireless"
180 Washington Valley Road
Bedminster, NJ 07921
ATTN: Network Real Estate

18. Waiver. CITY'S failure to insist upon the strict performance of any of PARTNERS' or VERIZON WIRELESS' obligations under this Consent, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Hotel Property is publicly-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this

Consent or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach when discovered.

19. Written Agreement. This Consent contains the complete agreement between the parties, and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth herein. No term or condition of this Consent may be changed in any respect except by written agreement between the parties.
20. Partial Invalidity. If any term, covenant, condition, or provision of this Consent is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
21. Governing Law. This Consent shall be governed, construed, and enforced in accordance with the laws of the State of California.
22. Survival. Any obligation which accrues under this Consent prior to its expiration or termination shall survive such expiration or termination.
23. Legal Proceedings. In the event of any controversy, claim, or dispute relating to this Consent, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs. The "prevailing party" shall be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.
24. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent 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 Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to the Mayor, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

25. CITY'S Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the License.

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

Date: _____

CHH TORREY PINES HOTEL PARTNERS LP, a
Delaware limited partnership

BY: CHH TORREY PINES HOTEL GP, LLC, a
Delaware limited liability company, General
Partner

BY: Hilton Hotels Corporation, its Managing Agent

BY: _____

Name: John P. Mazzoni

Title: Sr. VP West Operations & Hawaii

Date: 1/21/08 10/19/07

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

BY: _____

Keith A. Surratt

West Area Vice President, Network

Date: 1/29/08

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: _____

Name: James F. Barwick, CCIM

Title: Director, Real Estate Assets

ENVIRONMENTAL CLEARANCE:

This activity is categorically exempt from CEQA pursuant to
State CEQA Guidelines Section 15301: Existing facilities.

BY: _____

Name: Martha Blake

Title: Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 1/31/08
(required)

MICHAEL J. AGUIRRE, City Attorney

BY: _____

Name: Brock Ladewig

Title: Chief Deputy City Attorney

Exhibit A: Hotel Lease