

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with

BELMONT PARK ASSOCIATES, a California Limited Partnership

(LESSEE) and filed in the Office of the City Clerk as Document 267648, hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

PACIFIC BELL MOBILE SERVICES, a California Corporation

(SUBLESSEE) dated September 1, 1995. Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

ASSIGNMENT AND SUBLEASING: Either SUBLESSOR or SUBLESSEE may assign this sublease at any time upon notice to other party. However, SUBLESSEE shall not assign this lease or sublet the premises or any part thereof without written consent of CITY. Said consent by CITY shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this lease.

HOLD HARMLESS: Sublessee shall assume the defense of, indemnify and save harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises by SUBLESSEE or any negligent act or omission or the willful misconduct of SUBLESSEE, his agents and invitees.

INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be \$1 million COMBINED SINGLE LIMIT LIABILITY in an occurrence form. A copy of the policy of insurance shall be filed with CITY and shall name "THE CITY OF SAN DIEGO" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to CITY by the insurance company.

LEGAL PROCEEDINGS: Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, SUBLESSEE agrees to pay all legal costs in connection therewith, including a reasonable sum of as attorney's fees provided LESSEE or CITY is the prevailing party in any such legal proceeding.

SUBORDINATION: This agreement is in effect a sublease of a portion of the premises covered by that certain lease agreement dated February 9, 1987, Document 267648, as amended between the SUBLESSOR herein and the City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Lease Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

ON AIR COMPATIBILITY TESTS: SUBLESSEE agrees to abide by the terms of the "On-Air Compatibility Tests" as outlined in Exhibit B attached hereto and by reference made part of this agreement. SUBLESSEE agrees to notify the Communications and Electrical Departments of the City of San Diego and of any changes in licensed frequencies to be used at the site.

NON-EXCLUSIVE USE: The use of this site shall be non-exclusive and CITY reserves the right to allow other communications providers to locate on the property, so long as such use does not interfere with SUBLESSEE.

CONSIDERATION: Consideration to the CITY shall be Three Hundred Dollars (\$300.00) per month payable to the CITY for the term of this sublease.

THE CITY OF SAN DIEGO

Dated 2-10-97

By Mary Smith
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

Dated 2-18-97

By [Signature]
Deputy