

CITY OF SAN DIEGO
CONSENT TO SUBLEASE AMENDMENT

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE AMENDMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of **September 26, 2011** (the "Effective Date"), as follows:

CITY, as sublessor, and AEG MANAGEMENT SD, LLC, a Delaware limited liability company ("AMSD"), as sublessee, are parties to that certain SAN DIEGO SPORTS ARENA OPERATING SUBLEASE dated August 6, 1971, as amended (the "Operating Sublease"), relating to certain real property at and around the Valley View Casino Center located at 3500 Sports Arena Boulevard, San Diego, California 92110, consisting of an indoor sports arena, parking facility, and related facilities, and more particularly described in the Operating Sublease (the "Premises").

AMSD, as sublessor, and new CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company formerly known as "AT&T Wireless PCS" ("Cingular"), as sublessee, are parties to that certain COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING) (the "Sublease") dated March 26, 1999, for a portion of the Premises. AMSD and Cingular have entered into a FIRST AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING) dated September 26, 2011.

CITY hereby consents to AMSD's subleasing a portion of the Premises to Cingular, provided both of the following conditions are and remain true throughout the term of the Sublease:

- (a) The Sublease is subject and subordinate to the Operating Sublease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Sublease which in any way conflicts with CITY's rights or would otherwise result in increasing CITY's obligations under the Operating Sublease.

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

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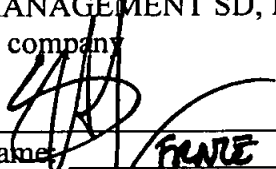
This Consent does not amend or otherwise modify the Operating Sublease.

THE CITY OF SAN DIEGO, a California municipal corporation

BY: 
James F. Barwick, CCIM
Real Estate Assets Director

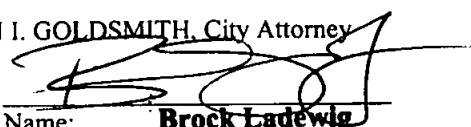
Acknowledged and agreed to by AMSD:

AEG MANAGEMENT SD, LLC, a Delaware limited liability company

BY: 
Name: Bruce Kahan
Title: Owner

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: 
Name: Brock Ladewig
Title: Deputy City Attorney



Telecommunications Project Management

October 5, 2011

Sent Via Federal Express

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

Re: AT&T Wireless Facility at 3500 Sports Arena Boulevard, San Diego.

Dear Ms. Mulvey,

New Cingular Wireless PCS, LLC (formerly known as AT&T Wireless PCS) and AEG Management SD, LLC, have executed a First Amendment to Communications Site Sublease Agreement for the property referenced above. As required in the Agreement, I am submitting a copy of the First Amendment for the City's review and approval. Please call me at (619) 200-2260 should you have any questions or require additional information at this time Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Philhower".

Rodney Philhower, *agent*
for AT&T Wireless

enclosures

Market: San Diego
Cell Site Number: SD0010
Cell Site Name: Sports Arena
Fixed Asset Number: 10085128

FIRST AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING)

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT (Building) ("Amendment"), dated as of the latter of the signature dates below, is by and between AEG Management SD, LLC, a Delaware limited liability company, having a mailing address of 3500 Sports Arena Boulevard, San Diego, California 92110, successor-in-interest to Arena Group 2000, L.P., a California limited partnership ("Sublessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, formerly known as AT&T Wireless PCS, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Sublessee"). Capitalized terms used herein, but not defined, shall have the meanings ascribed to them in the Agreement as defined below.

WHEREAS, Sublessor and Sublessee entered into a Communications Site Sublease Agreement (Building) dated March 26, 1999, whereby Sublessor leased to Sublessee certain Premises, therein described, that are a portion of the Property located at 3500 Sports Arena Boulevard, San Diego, California ("Agreement"); and

WHEREAS, in that certain Assignment and Assumption Agreement ("Assignment") dated September 3, 2008, Arena Group 2000, L.P., a California limited partnership assigned the Agreement to Sublessor. The City of San Diego Consent to Assignment and Assumption Agreement is attached hereto as Exhibit C; and

WHEREAS, Sublessee desires to change and/or modify the Communication Facility, which Sublessor is willing to approve as currently proposed; and

WHEREAS, Sublessor and Sublessee desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Sublessor and Sublessee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Sublessor and Sublessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Sublessor and Sublessee desire to amend the Agreement to permit Sublessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Sublessor and Sublessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee agree as follows:

1. **New Exhibit B.** Sublessee shall have the right, in its sole discretion, to change, modify or relocate the Communication Facility as more completely described on attached Exhibit B-1. Sublessor's execution of this Amendment will signify Sublessor's approval of Exhibit B-1. Exhibit B-1 hereby replaces Exhibit B to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Sublessee commences construction of the modifications set forth in this Amendment, Rent shall be increased to Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) per month, subject to further adjustments as provided in the Agreement.

3. **Term.** In addition to the Renewal Terms presently set forth in the Agreement, the parties hereby agree that this Agreement will be extended an additional forty-nine months, commencing May 8, 2016 to May 31, 2020 ("**Additional Renewal Term**") upon the same terms and conditions of the Agreement, unless Sublessee notifies Sublessor in writing of Sublessee's intention not to renew the Agreement at least sixty (60) days prior to commencement of the succeeding Renewal Term(s) or Additional Renewal Term.

4. **Notices.** Subsection 19(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to SUBLESSOR: AEG Management SD, LLC
3500 Sports Arena Boulevard
San Diego, CA 92110

If to SUBLESSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #SD0010
Cell Site Name: Sports Arena
Fixed Asset #: 10085128
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to: AEG Management SD, LLC
Attn: Legal Department
3500 Sports Arena Boulevard
San Diego, CA 92110

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #SD0010
Cell Site Name: Sports Arena
Fixed Asset #: 10085128
P.O. Box 97061
Redmond, WA 98073-9761
(U.S. Mail) 16331 NE 72nd Way, RTC1
(Overnight Courier) Redmond, WA 98052

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Sublessor and Sublessee, Sublessor agrees that Sublessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

6. **Memorandum of Sublease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Sublease substantially in the form of Exhibit D. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. **Captions or Headings.** The captions or headings in this Amendment are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

SUBLESSOR:

AEG Management SD, LLC,
a Delaware limited liability company

SUBLESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 
Print Name: Michelle Yeager
Its: Controller
Date: 9-12-11

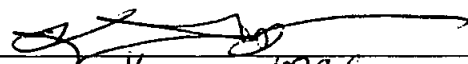
By: 
Print Name: KEVIN MCGEE
Its: AREA MANAGER
Date: 9/26/11

EXHIBIT B-1

DESCRIPTION OF PREMISES

Page 1 of 15

to the First Amendment to Communications Site Sublease Agreement (Building) dated _____, 2011, by and between AEG Management SD, LLC, a Delaware limited liability company, as Sublessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company as Sublessee.

The Premises are described and/or depicted as follows:

Property Legal Description:

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

Parcel 1:

THOSE PORTIONS OF PUEBLO LOTS 241, 242, 259, 276, 311, 312, 313, 314, 337 AND 338 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 PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, AND KNOWN AS MISCELLANEOUS MAP NO. 36, TOGETHER WITH LOT "A" AND A PORTION OF LOT "B" OF PUEBLO LOT 339, ACCORDING TO PARTITION MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN AN ACTION ENTITLED "STEELE VS. STEELE", SUPERIOR COURT, CASE NO. 5620, TOGETHER WITH A PORTION OF CASS AND McELWEE SUBDIVISION, ACCORDING TO MAP THEREOF NO. 1581, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF PUEBLO LOT 312 WITH THE NORTHERLY LINE OF FRONTIER STREET, (NOW SPORTS ARENA BOULEVARD) AS DESCRIBED IN DEED TO FRONTIER ENTERPRISES, INC., RECORDED MARCH 5, 1941, IN BOOK 1143, PAGE 320 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH A LINE WHICH IS DISTANT 15.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID SPORTS ARENA BOULEVARD; BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 77° 23' 46" EAST, 869.92 FEET TO A TANGENT 1,010.93 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 15° 07' 07" A DISTANCE OF 269.13 FEET TO THE SOUTHEASTERLY LINE OF SAID PUEBLO LOT 337;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 36° 29' 46" EAST 404.64 FEET TO THE MOST EASTERLY CORNER OF SAID PUEBLO LOT 337;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PUEBLO LOT 337 NORTH 53° 26' 44" WEST 464.11 FEET TO THE MOST EASTERLY CORNER OF SAID PUEBLO LOT 338;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PUEBLO LOT 338 NORTH 53° 27' 34" WEST 466.64 FEET TO THE MOST NORTHERLY CORNER OF SAID PUEBLO LOT 338; THENCE SOUTH 36° 37' 26" WEST ALONG THE NORTHWESTERLY LINE OF PUEBLO LOT 338; A DISTANCE OF 233.40 FEET TO THE MOST EASTERLY CORNER OF SAID LOT "A";

THENCE NORTH 53° 27' 44" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT "A", A DISTANCE OF 233.41 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT "A";

THENCE SOUTH 36° 33' 41" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT "A", A DISTANCE OF 74.98 FEET TO A POINT DISTANT NORTH 36° 33' 41" EAST, 158.40 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT "A";

THENCE NORTH 53° 27' 19" WEST, 233.43 FEET TO A POINT IN THE NORTHWESTERLY LINE OF PUEBLO LOT 339 DISTANT SOUTH 36° 36' 21" WEST, 308.33 FEET FROM THE MOST NORTHERLY CORNER OF SAID PUEBLO LOT 339;

THENCE NORTH 36° 36' 21" EAST ALONG THE NORTHEASTERLY LINE OF PUEBLO LOT 339, A DISTANCE OF 301.33 FEET TO A LINE WHICH IS PARALLEL WITH AND 7.00 FEET SOUTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE NORTHERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PUEBLO LOT 339;

THENCE ALONG SAID PARALLEL LINE NORTH 53° 26' 49" WEST, A DISTANCE OF 786.16 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF KURTZ STREET AS DEDICATED BY RESOLUTION NO. 197563 OF THE COUNCIL OF THE CITY OF SAN DIEGO, A COPY OF WHICH WAS RECORDED JULY 30, 1969, AS DOCUMENT NO. 137836 OF OFFICIAL RECORDS;

THENCE ALONG THE BOUNDARY OF SAID KURTZ STREET AS FOLLOWS: SOUTH 36° 32' 31" WEST, A DISTANCE OF 5.00 FEET, NORTH 53° 26' 49" WEST, A DISTANCE OF 307.00 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; AND WESTERLY ALONG THE ARC OF SAID CURVE TO AND ALONG THE SOUTHERLY LINE OF HANCOCK STREET DEDICATED BY SAID RESOLUTION, THROUGH A CENTRAL ANGLE OF 39° 03' 30" AN ARC LENGTH OF 204.51 FEET;

THENCE SOUTH 26° 51' 31" WEST, A DISTANCE OF 393.88 FEET;

THENCE SOUTH 12° 35' 00" WEST, A DISTANCE OF 968.25 FEET TO SAID LINE WHICH IS PARALLEL WITH AND 15.00 FEET NORTHERLY OF THE NORTHERLY LINE OF FRONTIER STREET;

THENCE ALONG SAID PARALLEL LINE SOUTH 77° 23' 46" EAST, TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF PUEBLO LOTS 242, 243, 259 AND 311 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 PASCUE IN 1870; A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AS MISCELLANEOUS MAP NO. 36, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 276;

THENCE SOUTH $53^{\circ}17'00''$ EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF PUEBLO LOT 276, A DISTANCE OF 93.76 FEET;

THENCE LEAVING SAID BOUNDARY LINE OF PUEBLO LOT 276, NORTH $72^{\circ}53'15''$ EAST, A DISTANCE OF 120.70 FEET TO A POINT IN THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL TO SAID POINT BEARS NORTH $13^{\circ}11'45''$ EAST;

THENCE NORTHWESTERLY AND WESTERLY THROUGH THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $20^{\circ}28'03''$ A DISTANCE OF 96.45 FEET;

THENCE SOUTH $82^{\circ}42'42''$ WEST, A DISTANCE OF 579.30 FEET;

THENCE SOUTH $75^{\circ}31'30''$ WEST, 237.21 FEET TO A POINT IN A 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL TO SAID POINT BEARS NORTH $00^{\circ}57'45''$ EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}28'04''$ AN ARC LENGTH OF 16.16 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $06^{\circ}41'21''$ AN ARC LENGTH OF 35.02 FEET TO THE BEGINNING OF A 4767.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE BEGINNING OF A 558.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $14^{\circ}26'39''$ WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $63^{\circ}00'02''$ AN ARC LENGTH OF 613.56 FEET;

THENCE SOUTH $12^{\circ}33'19''$ WEST, A DISTANCE OF 126.74 FEET TO A POINT IN THE NORTHEASTERLY BOUNDARY LINE OF PUEBLO LOT 243;

THENCE CONTINUING SOUTH $12^{\circ}33'19''$ WEST, A DISTANCE OF 514.24 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH $77^{\circ}26'41''$ WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}57'05''$ AN ARC LENGTH OF 31.40 FEET;

THENCE TANGENT TO SAID CURVE 77°23'46" EAST, 617.83 FEET;

THENCE NORTH 12°35'00" EAST, 968.25 FEET;

THENCE NORTH 26°51'31" EAST, 393.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF PUEBLO LOT 259 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 PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF HANCOCK STREET, AS DESCRIBED IN PARCEL NO. 1 OF RESOLUTION NO. 197563 OF THE CITY OF SAN DIEGO, A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED JULY 30, 1969 AS DOCUMENT NO. 137636 OF OFFICIAL RECORDS, IN THE COUNTY RECORDER'S OFFICE, SAID POINT BEING THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE SOUTHEASTERLY LINE OF P.L. 259 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 PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AS MISCELLANEOUS MAP NO. 36;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 82°11'53" WEST, 460.92 FEET (RECORD SOUTH 82°42'42" WEST, 460.91 FEET) TO POINT "A" OF SAID PARCEL NO. 1, SAID POINT BEING ON THE NORTHEASTERLY LINE OF KURTZ STREET, AS DESCRIBED IN PARCEL NO. 2 OF SAID RESOLUTION NO. 197563 OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET THROUGH AN ANGLE OF 136°07'53" AN ARC DISTANCE OF 95.04 FEET (RECORD 95.06 FEET);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID KURTZ STREET, SOUTH 53°56'00" EAST, 304.02 FEET TO THE SOUTHEASTERLY LINE OF SAID P. L. 259;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 36°08'53" EAST, 388.26 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF PUEBLO LOT 259, AS SAID PUEBLO LOT IS SHOWN ON THE MAP OF THE PUEBLO LANDS OF SAN DIEGO, MADE BY JAMES PASCOE IN 1870, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A CERTIFIED COPY OF SAID PASCOE'S MAP IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS MISCELLANEOUS MAP NO. 36, WHICH LIES NORTHWESTERLY OF THE NORTHWESTERLY LINE OF HANCOCK

STREET, NORTHERLY OF THE NORTHERLY LINE OF CHANNEL WAY AS DESCRIBED UNDER PARCEL 1 AND 3, RESPECTIVELY, IN RESOLUTION NO. 197563 ON JULY 24, 1969 BY THE COUNCIL OF THE CITY OF SAN DIEGO, RECORDED JULY 30, 1969 AS FILE NO. 137836 AND WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF 11-SD-109, HIGHWAY 109 AS DESCRIBED UNDER PARCEL 2 IN DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 26, 1968 AS FILE NO. 49552 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 441-590-04

A certain portion of the Property containing approximately three hundred (300) square feet including the air space above such ground space for the placement of Sublessee's Communications Facility.

Lease Area Sketch or Survey: See Attached Plans.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Sublessee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

ENGINEERING

2008 INTERNATIONAL BUILDING CODE
2005 NATIONAL ELECTRIC CODE
TIA/EIA-222-F OR LATEST EDITION
CALIFORNIA BUILDING CODE, TITLE 24, 2007 EDITION
CALIFORNIA ELECTRICAL CODE, 2007 EDITION
CALIFORNIA PLUMBING CODE, 2007 EDITION
CALIFORNIA MECHANICAL CODE, 2007 EDITION
CALIFORNIA FIRE CODE, 2007 EDITION
CALIFORNIA ENERGY CODE, 2005 EDITION, INCLUSIVE OF 1997 USC,
2000 UMC, 2000 UPC, 2002 MEC & 2004 CEC
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL
PREVAIL

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A
TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE
MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT
DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER
SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND
NO COMMERCIAL SARGAGE IS PROPOSED.

PROJECT DESCRIPTION

AT&T WIRELESS PROPOSES TO MODIFY AN EXISTING WIRELESS
INSTALLATION THE SCOPE WILL CONSIST OF THE FOLLOWING:
- INSTALL (2) (M) LTE EQUIPMENT CABINETS
- REMOVE (8) (E) 8' ANTENNAS
- INSTALL (12) (M) 8' ANTENNAS
- INSTALL (6) (M) RRU'S
- INSTALL (4) (M) DC SURGE SUPPRESSORS
- INSTALL (1) (M) AT&T GPS ANTENNAS
- INSTALL (12) (M) ANTENNA SCREENS (BY OTHERS)
- INSTALL (1) (M) CONDUIT FIBER RUN

SITE INFORMATION

PROPERTY OWNER: CITY OF SAN DIEGO
ADDRESS: 202 C STREET
SAN DIEGO, CA 92118
SITE NAME: SPORTS ARENA
SITE ADDRESS: 3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
SITE CONTACT: TOM JOHNSTON
(619) 224-4525 EXT. 378
COUNTY: SAN DIEGO
LATITUDE (NAD 83): 32° 45' 20.988" N
-32.75563
LONGITUDE (NAD 83): 117° 12' 45" W
-117.21225
GROUND ELEVATION: 22'-0" AMSL
ANTENNA TIP HEIGHT: 74'-5" ASL
ZONING JURISDICTION: CITY OF SAN DIEGO
ZONE DISTRICT: CC-3-4, RM-2-5
(E) PERMITS: 98-0464-18
PARCEL #: 441-590-04
OCCUPANCY GROUP: COMMERCIAL
CONSTRUCTION TYPE: V-B
OTHER WIRELESS FACILITIES: 4 OTHER KNOWN WCF OPERATING
AT THIS SITE
POWER COMPANY: SDG&E
TELEPHONE COMPANY: AT&T
RF ENGINEER: RUM JINDAL
(925) 922-4394
PLANNING LEASING AGENT: RODNEY PHILLIPSON
(619) 200-2250
ZONING AGENT: KRISTAL PATTERSON
(760) 715-6703
CONSTRUCTION MANAGER: CRAIG MCNULTY
(619) 200-9884

LEGAL DESCRIPTION

SEE SHEET Z-1

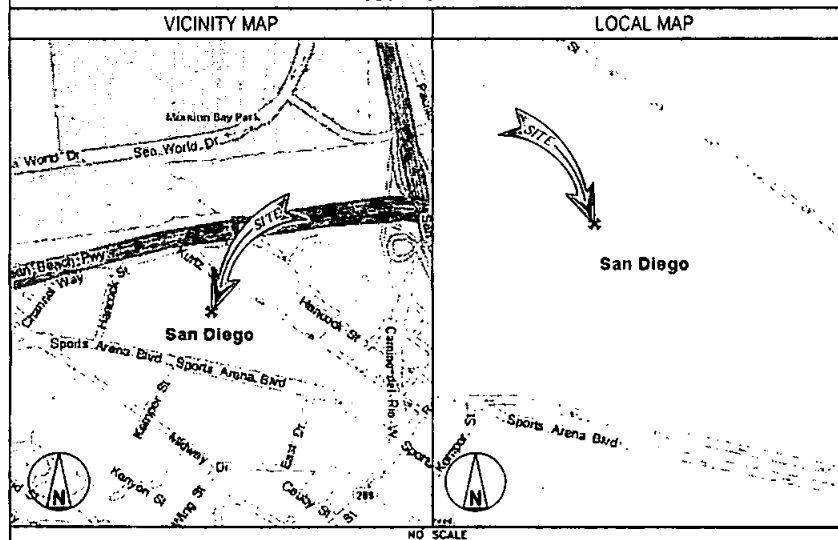
CONTACT INFORMATION

ENGINEER: BLACK & VEATCH CORPORATION
8820 WILLOW CREEK RD, SUITE 310
SAN DIEGO, CA 92131
CONTACT: WAJID MORADI
(913) 231-0364



SD0010 SPORTS ARENA LTE OPTIMAL 3500 SPORTS ARENA BLVD SAN DIEGO, CA 92110

LOCATION MAPS



DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:

HEAD SOUTHWEST ON PACIFIC CENTER BLVD TOWARD MCKELLAR CT; GO 0.2 MI. TURN RIGHT AT LUSK BLVD; GO 1.2 MI. TURN
RIGHT AT VISTA SORRENTO PKWY; GO 0.3 MI. TURN LEFT AT SORRENTO VALLEY BLVD; GO 0.2 MI. TURN RIGHT AT ROSELLE ST; GO
459 FT. TURN LEFT TO MERGE ONTO I-5 SOUTH; GO 10.1 MI. TAKE EXIT 20 TOWARD S ROSECRANS ST; GO 0.6 MI. MERGE ONTO
CAMINO DEL RIO W; GO 0.1 MI. TURN RIGHT AT MANCOCK ST; GO 0.8 MI. TURN LEFT AT KURTZ ST; GO 0.1 MI. ARRIVE AT SITE.

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE
SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS
ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR
MODIFICATIONS.

AT&T RF: _____ DATE: _____
SITE ACQUISITION: _____ DATE: _____
PROPERTY OWNER: _____ DATE: _____
CM: _____ DATE: _____
AT&T PM: _____ DATE: _____

RF INFORMATION

	LTE	GSM	UMTS
Tx	704.0 - 716.0 MHz	869 - 874.8 MHz 890 - 891.4 MHz 1930 - 1932.8 MHz 1970 - 1980 MHz	874.8 - 879.8 MHz 1945 - 1950 MHz
Rx	734.0 - 746.0 MHz	824 - 829.4 MHz 845 - 848.4 MHz 1870 - 1872.8 MHz 1890 - 1900 MHz	829.5 - 834.4 MHz 1865 - 1869.8 MHz
MAX ERP:	500.0 WATTS	MAX ERP: 850 MHz: 54 WATTS 1900 MHz: 54.5 WATTS	

DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	EQUIPMENT LAYOUT
Z-4	ANTENNA LAYOUT
Z-5	SITE ELEVATIONS
Z-6	SITE ELEVATIONS
Z-7	SITE DETAILS
L-1	IRRIGATION PLAN
L-2	PLANTING PLAN

DO NOT SCALE DRAWINGS

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON
THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES
BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

11"x17" PLOT WILL BE HALF SCALE



UNDERGROUND
SERVICE ALERT
UTILITIES PROTECTION CENTER, INC.
811
48 HOURS BEFORE YOU DIG



9738 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 456-2000

PROJECT NO: 163318
DRAWN BY: DEP
CHECKED BY: VLH

REV	DATE	DESCRIPTION
1	01/22/11	ISSUED FOR BIDDING
2	12/12/11	PLANNING COMMENTS
3	12/21/11	ISSUES FOR BIDDING
4	11/06/13	MODIFY ANTENNA STEERING
5	10/15/16	ISSUED FOR REVIEW

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74199
BLACK & VEATCH
10950 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 456-2000

NOT TO BE USED FOR CONSTRUCTION

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UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT.

SD0010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

Legal Description-Sports Arena

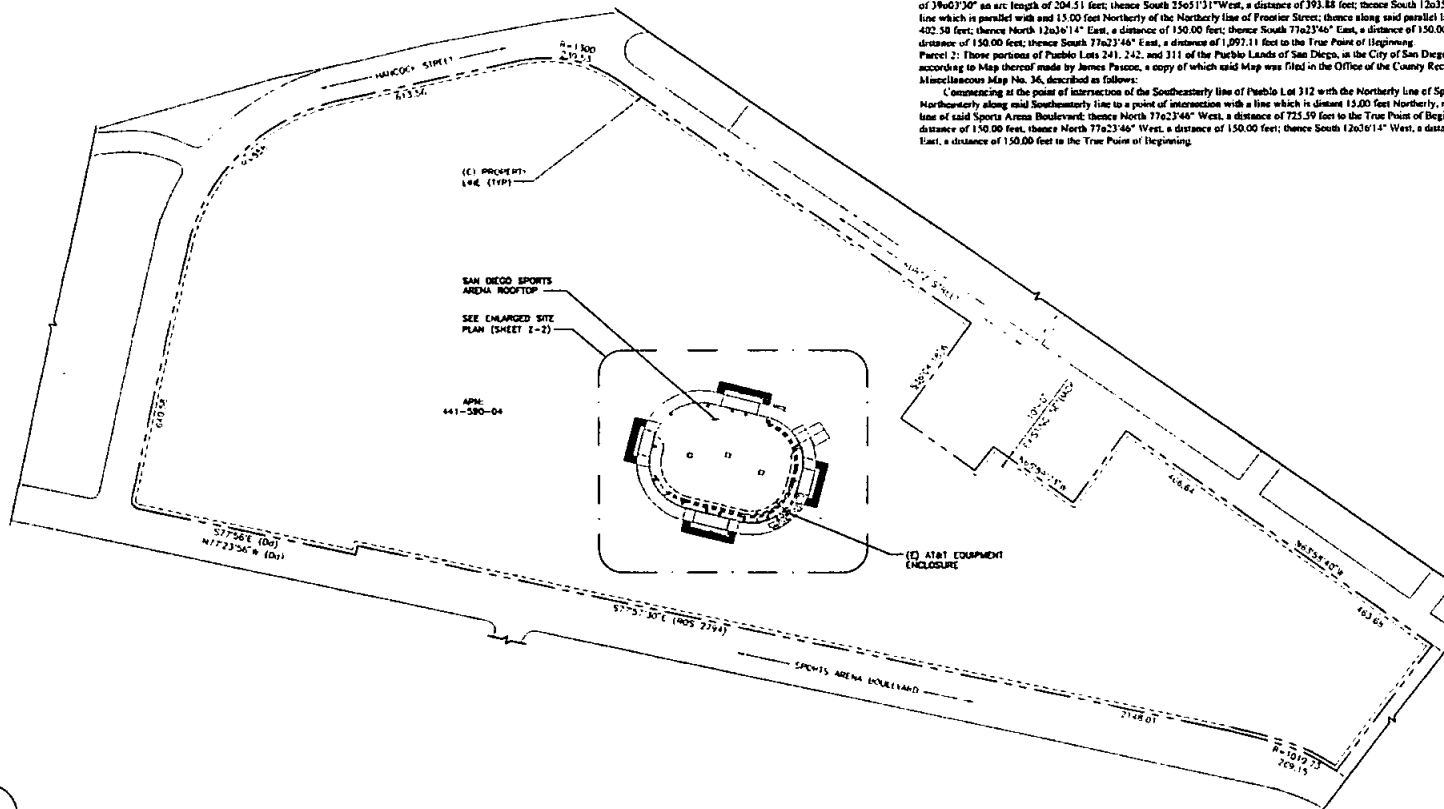
The project site is legally described as Parcel 1: Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313, and 338 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the Office of the County Clerk of said County, in an action entitled "Steele vs. Steele", Superior Court Case No. 5620, together with a portion of Cass and McElroy Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeastery line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Interprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northerly along said Southeastery line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of 371.52 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 476.74 feet; thence North 36°37'26" East, a distance of 246.89 feet to the Northerly line of said Pueblo Lot 338; thence North 53°27'31" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36°37'26" West along the Northerly line of said Pueblo Lot 338, a distance of 233.43 feet to the most Easterly corner of said Lot "A", thence North 33°27'44" West along the Northerly line of said Lot "A", a distance of 233.43 feet to the most Northerly corner of said Lot "A", thence South 36°37'41" West along the Northerly line of said Lot "A", a distance of 74.08 feet to a point distant North 37°33'41" East, 158.40 feet from the most Westerly corner of said Lot "A", thence North 53°27'19" West, 233.43 feet to a point on the Northerly line of Pueblo Lot 339 distant South 36°36'21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36°36'21" East along the Northerly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northerly line of said Pueblo Lot 339; thence along said parallel line North 53°28'49" West, a distance of 786.16 feet to a point in the Southeastery line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South 36°37'21" West, a distance of 5.00 feet, North 53°26'49" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southeastery line of Hancock Street dedicated by said Resolution, through a central angle of 39°07'30" an arc length of 204.51 feet; thence South 55°51'31" West, a distance of 393.88 feet; thence South 12°35'00" West, a distance of 908.25 feet said line which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance of 402.50 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.

Parcel 2: Those portions of Pueblo Lots 241, 242, and 311 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeastery line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northerly along said Southeastery line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 725.39 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet; thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.



SITE PLAN

at&t
5738 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121

BLACK & VEATCH
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 436-2000

PROJECT NO: 163318
DRAWN BY: DEP
CHECKED BY: VLN

REV	DATE	DESCRIPTION
1	01/23/11	ISSUED FOR BIDDING
2	12/16/16	PLANNING COMMENTS
3	12/01/19	ISSUED FOR BIDDING
4	11/06/16	MODIFY ANTENNA STEALTHING
5	10/19/18	ISSUED FOR REVIEW

ENGINEER OF RECORD
PATRICK DOYLE
CA NO. 74198
BLACK & VEATCH
10950 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 436-2000

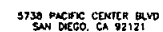
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SD0010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
SITE PLAN

SHEET NUMBER
Z-1

SCALE: 1"=150'



10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 183318

DRAWN BY: DCP

CHECKED BY: VJH

E	01/25/11	ISSUED FOR IDING
B	12/18/10	PLANNING COMMENTS
C	12/01/10	ISSUED FOR IDING
B	11/08/10	MOODY ANTENNA STEALTHING
A	10/19/10	ISSUED FOR REVIEW
REV	DATE	DESCRIPTION

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74199
BLACK & VEATCH
10950 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(813) 458-2000

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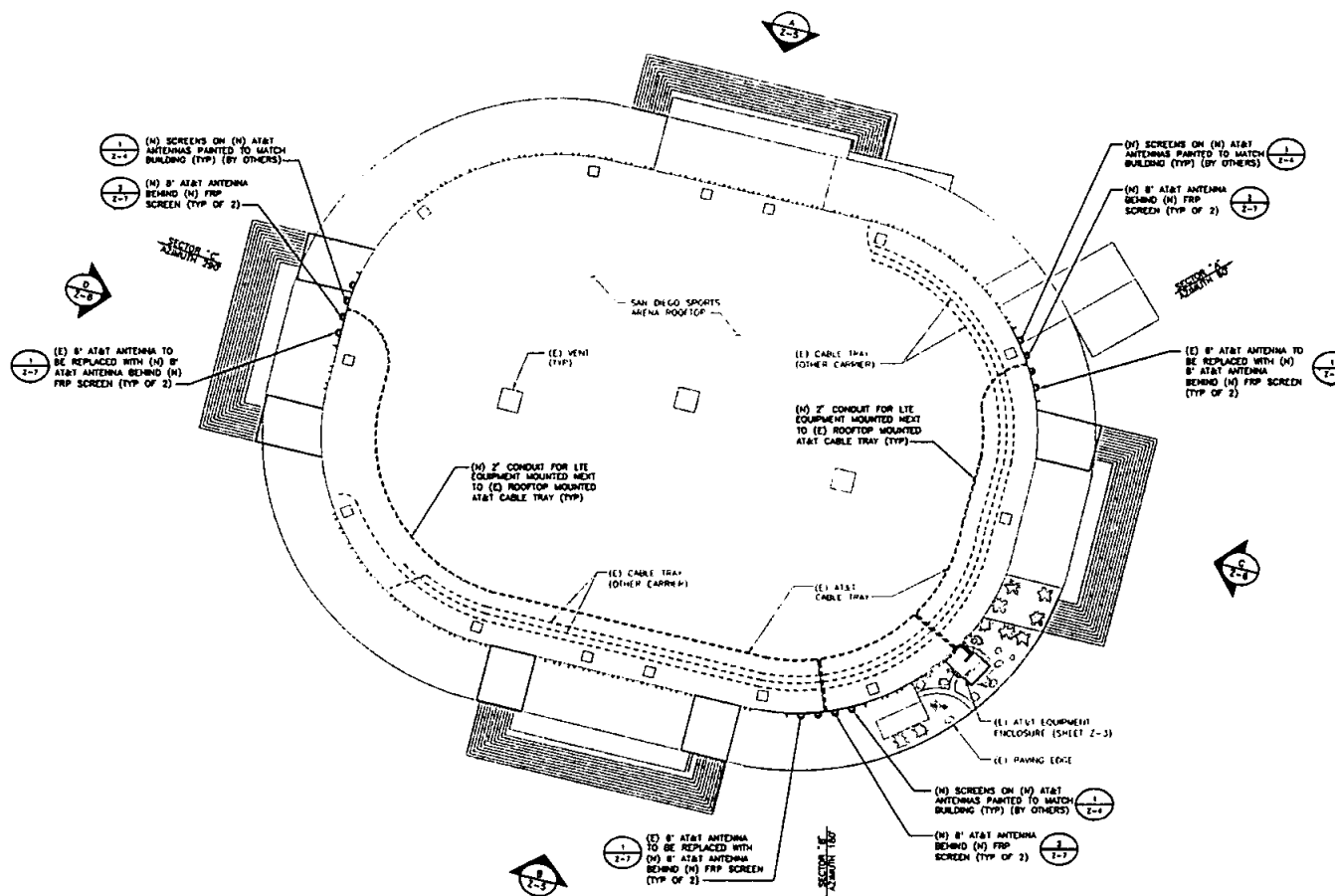
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SD0010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
ENLARGED SITE PLAN

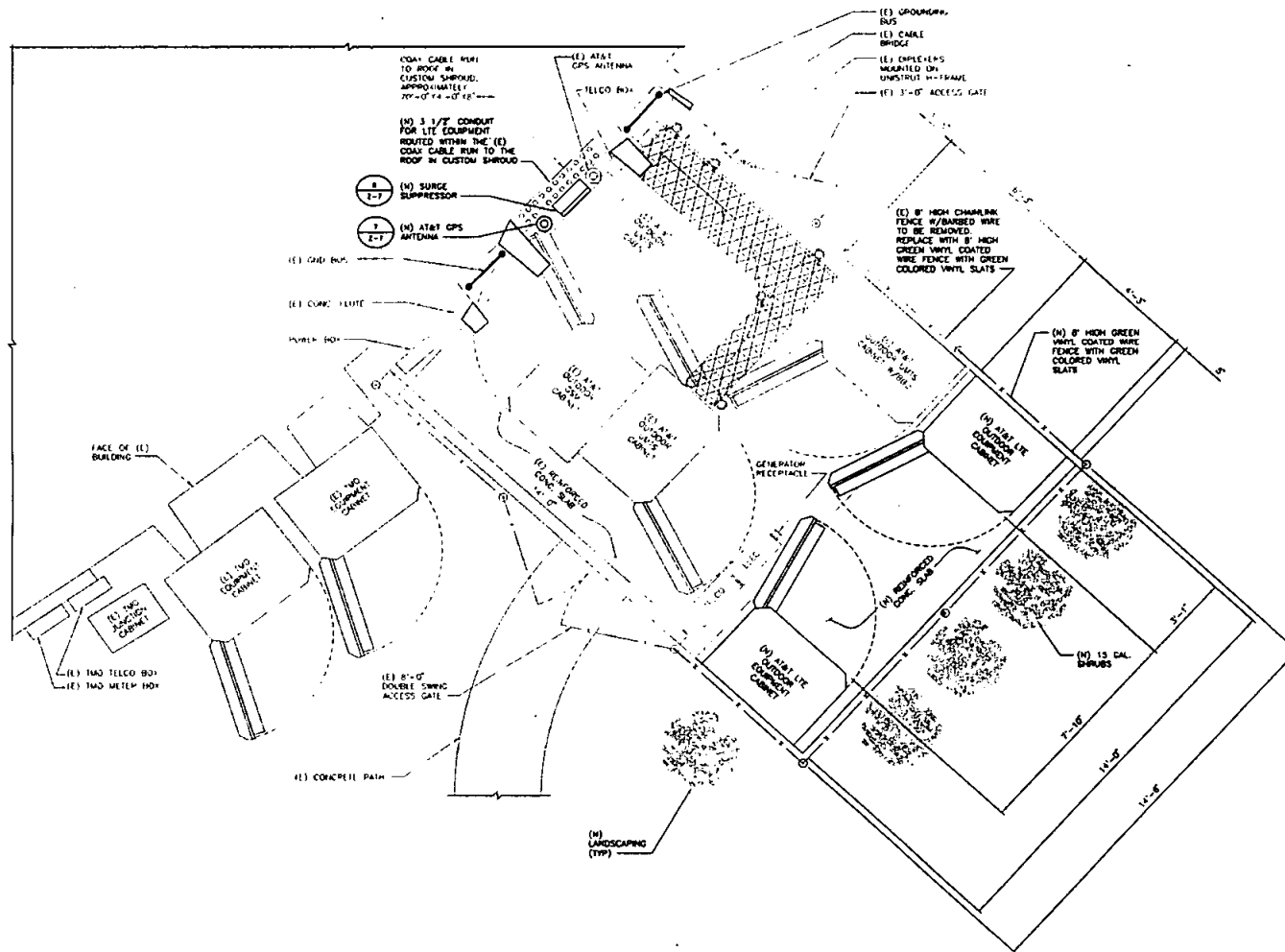
SHEET NUMBER

Z-2



ENLARGED SITE PLAN

SCALE: 1/32" = 1'-0"



EQUIPMENT LAYOUT

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



5738 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 454-2000

PROJECT NO: 163318
DRAWN BY: DEP
CHECKED BY: VLN

REV	DATE	DESCRIPTION
1	01/29/11	ISSUED FOR ZONING
2	12/10/11	PLANNING DOCUMENTS
3	12/01/11	ISSUED FOR ZONING
4	11/08/11	MODIFY ANTENNA BEACONS
5	10/19/11	ISSUED FOR REVIEW

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74199
BLACK & VEATCH
10950 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 454-2000

**NOT TO BE USED
FOR CONSTRUCTION**

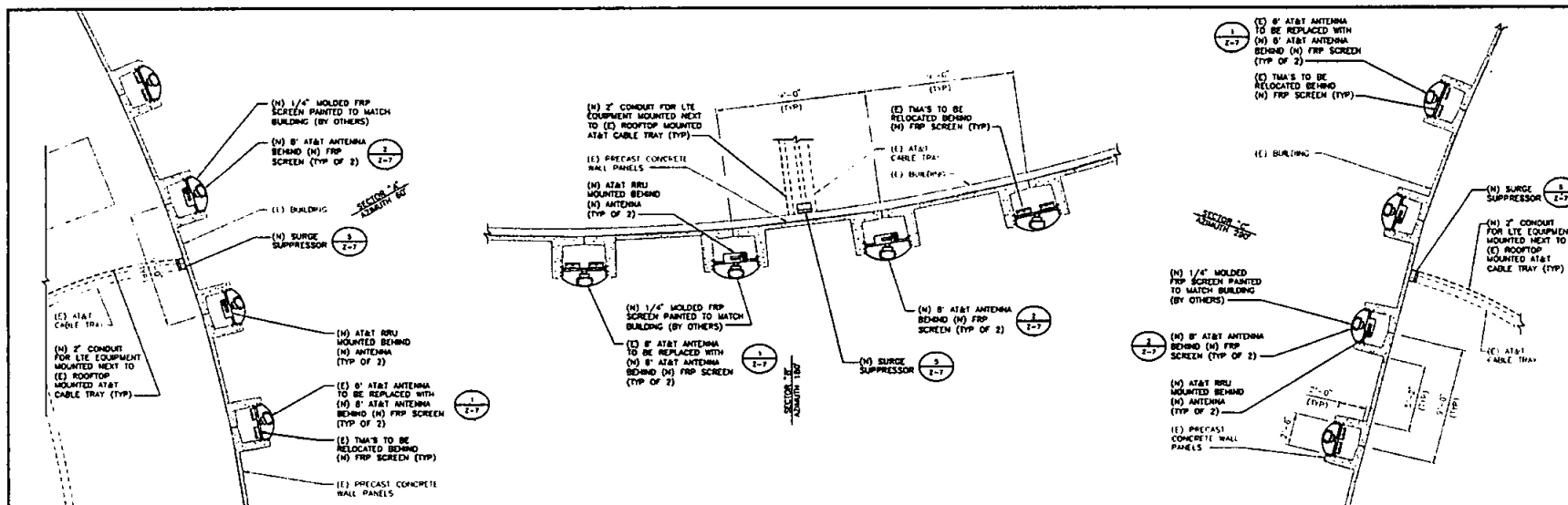
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S00010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
EQUIPMENT LAYOUT

SHEET NUMBER

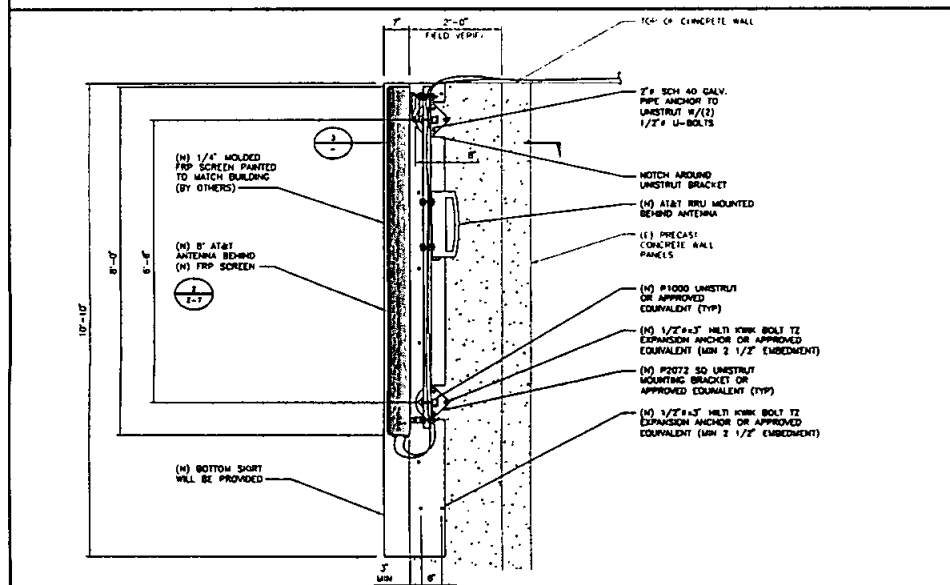
Z-3



ANTENNA LAYOUT

NO SCALE

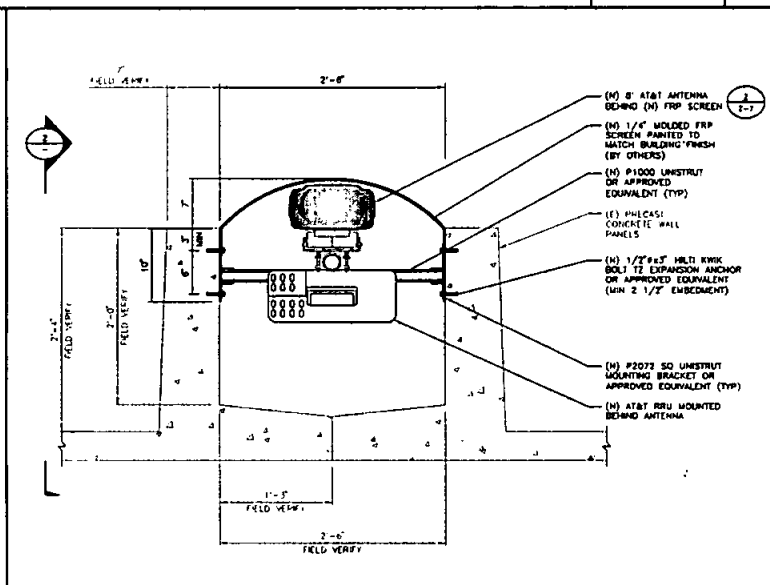
1



ANTENNA MOUNTING (SHOWING RRU)

SCALE: 3/4\"=1'-0"

2



ANTENNA PLAN (SHOWING RRU)

SCALE: 1/2\"=1'-0"

3



5738 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 103318

DRAWN BY: DEP

CHECKED BY: VLM

REV	DATE	DESCRIPTION
E	01/26/11	ISSUED FOR CONING
B	12/16/10	PLANNING COMMENTS
C	12/16/10	ISSUED FOR CONING
B	11/09/10	MODIFY ANTENNA STEERING
A	10/19/10	ISSUED FOR REVIEW

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74109
BLACK & VEATCH
10950 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 458-2000

**NOT TO BE USED
FOR CONSTRUCTION**

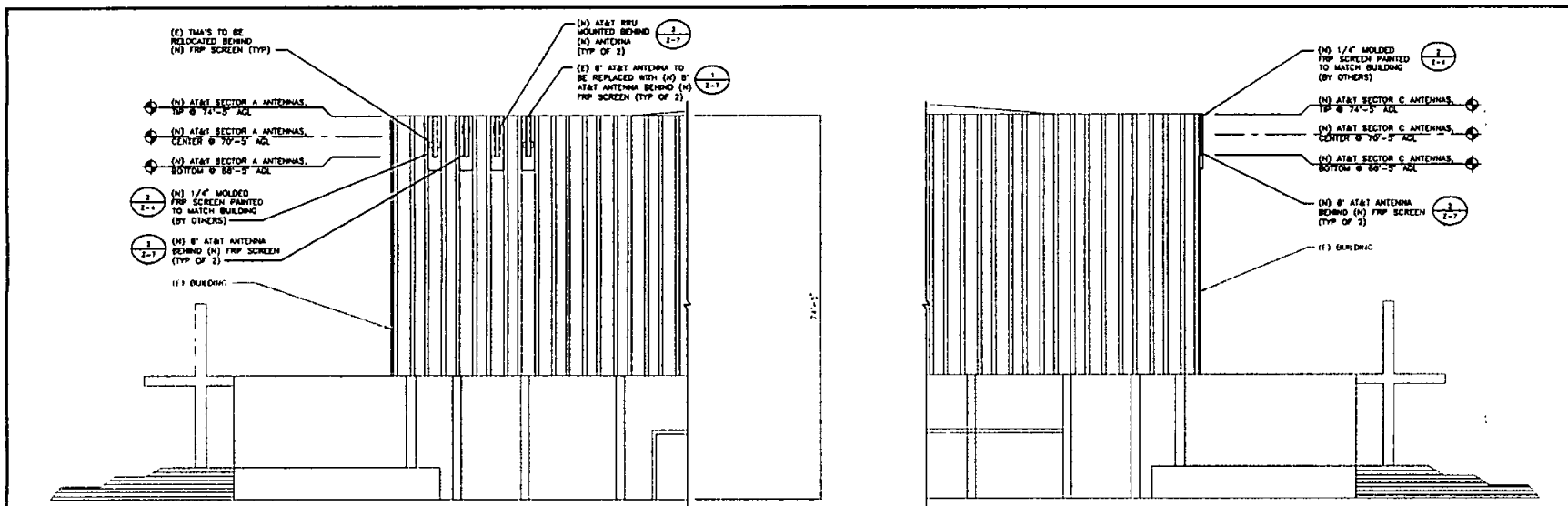
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S00010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
ANTENNA LAYOUT

SHEET NUMBER

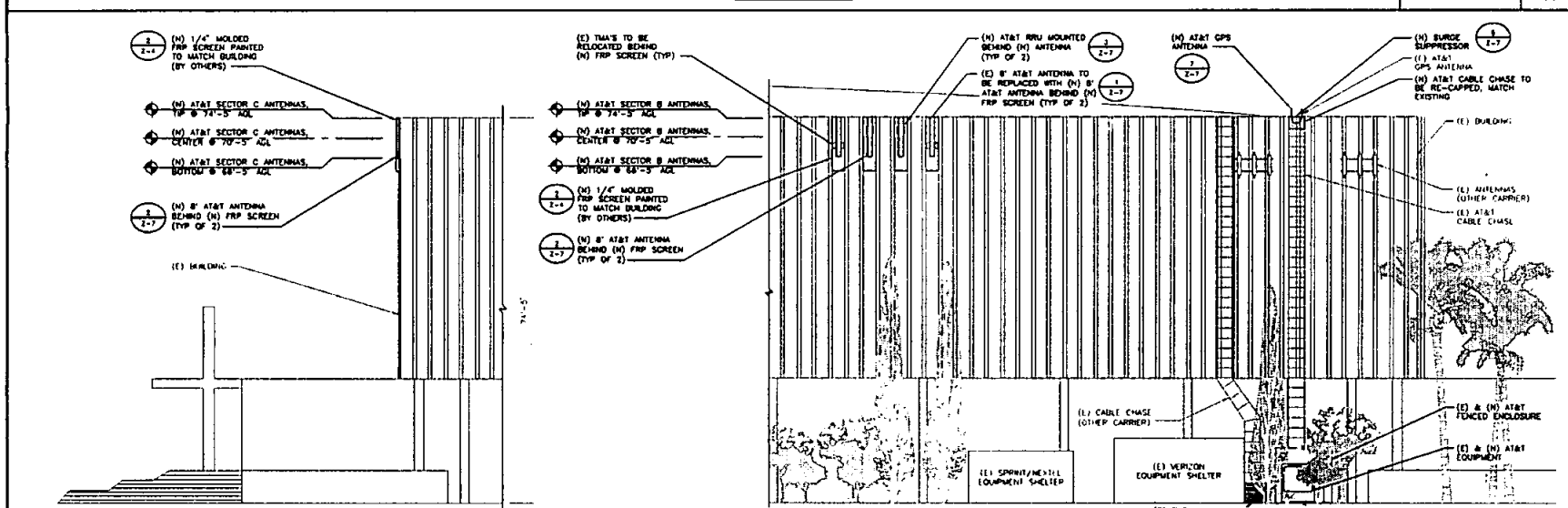
Z-4



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

A



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

B


5736 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121


BLACK & VEATCH
10550 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 456-2000

PROJECT NO:	163318
DRAWN BY:	DEP
CHECKED BY:	VLH

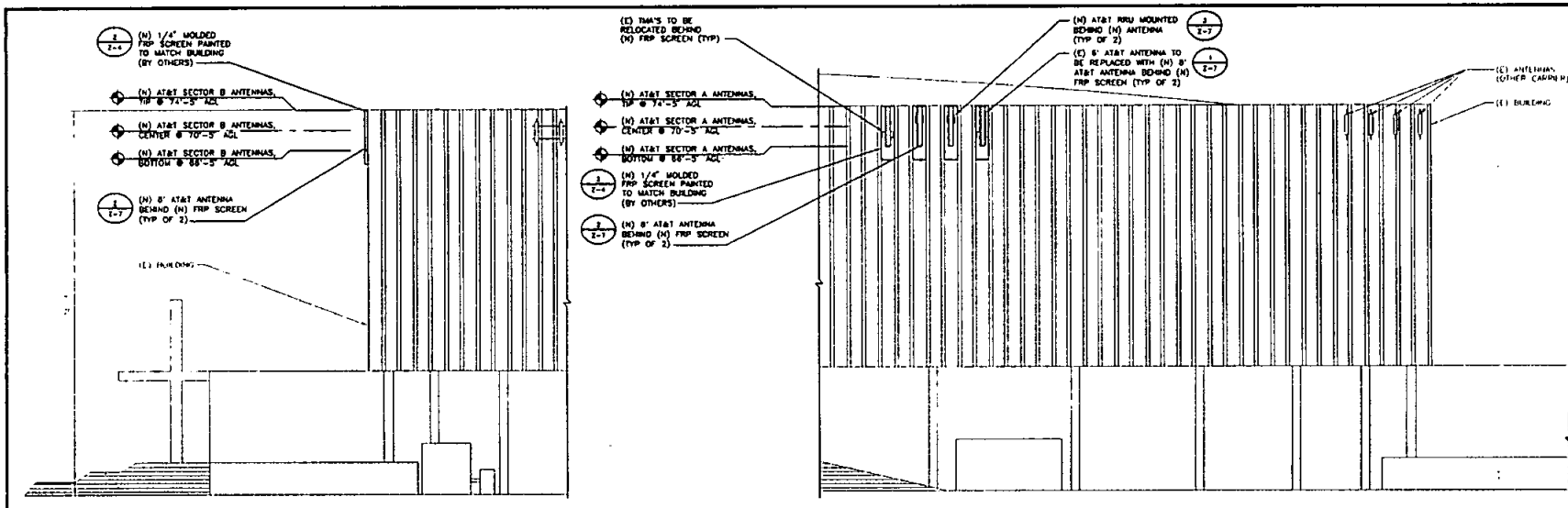
REV	DATE	DESCRIPTION
1	01/22/11	ISSUED FOR ZONING
2	12/12/10	PLANNING COMMENTS
3	12/01/10	ISSUED FOR ZONING
4	11/08/10	MOORE ANTENNA STEALTHING
5	10/16/10	ISSUED FOR REVIEW

ENGINEER OF RECORD
PATRICK DOYLE
CA NO. 74190
BLACK & VEATCH
10550 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 456-2000
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S00010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
SITE ELEVATION

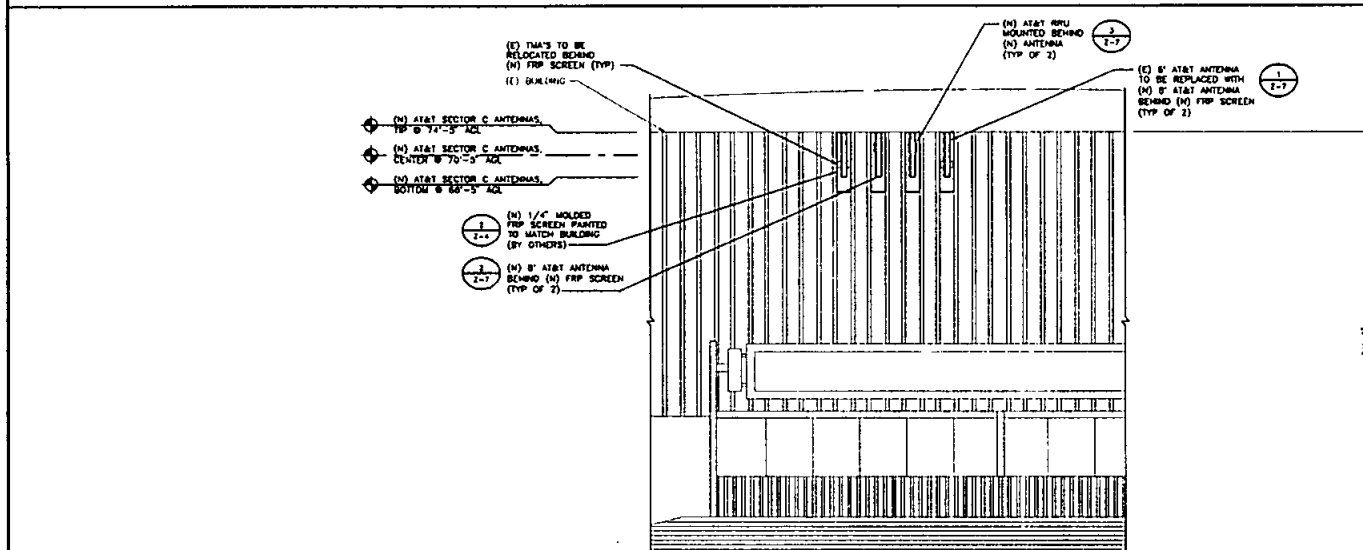
SHEET NUMBER
Z-5



EAST ELEVATION

SCALE: 3/32" = 1'-0"

C



WEST ELEVATION

SCALE: 3/32" = 1'-0"

D



5730 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 183318

DRAWN BY: DEP

CHECKED BY: VLH

REV	DATE	DESCRIPTION
1	01/25/11	ISSUED FOR TENDING
2	12/15/10	PLANNING COMMENTS
3	12/01/10	ISSUED FOR TENDING
4	11/08/10	MOODY ANTENNA BRACING
5	10/19/10	ISSUED FOR REVIEW

ENGINEER OF RECORD

PATRICK DOYLE
CA NO. 74198
BLACK & VEATCH
10950 GRANDVIEW DR.
OVERLAND PARK, KS 66210
(913) 458-2000

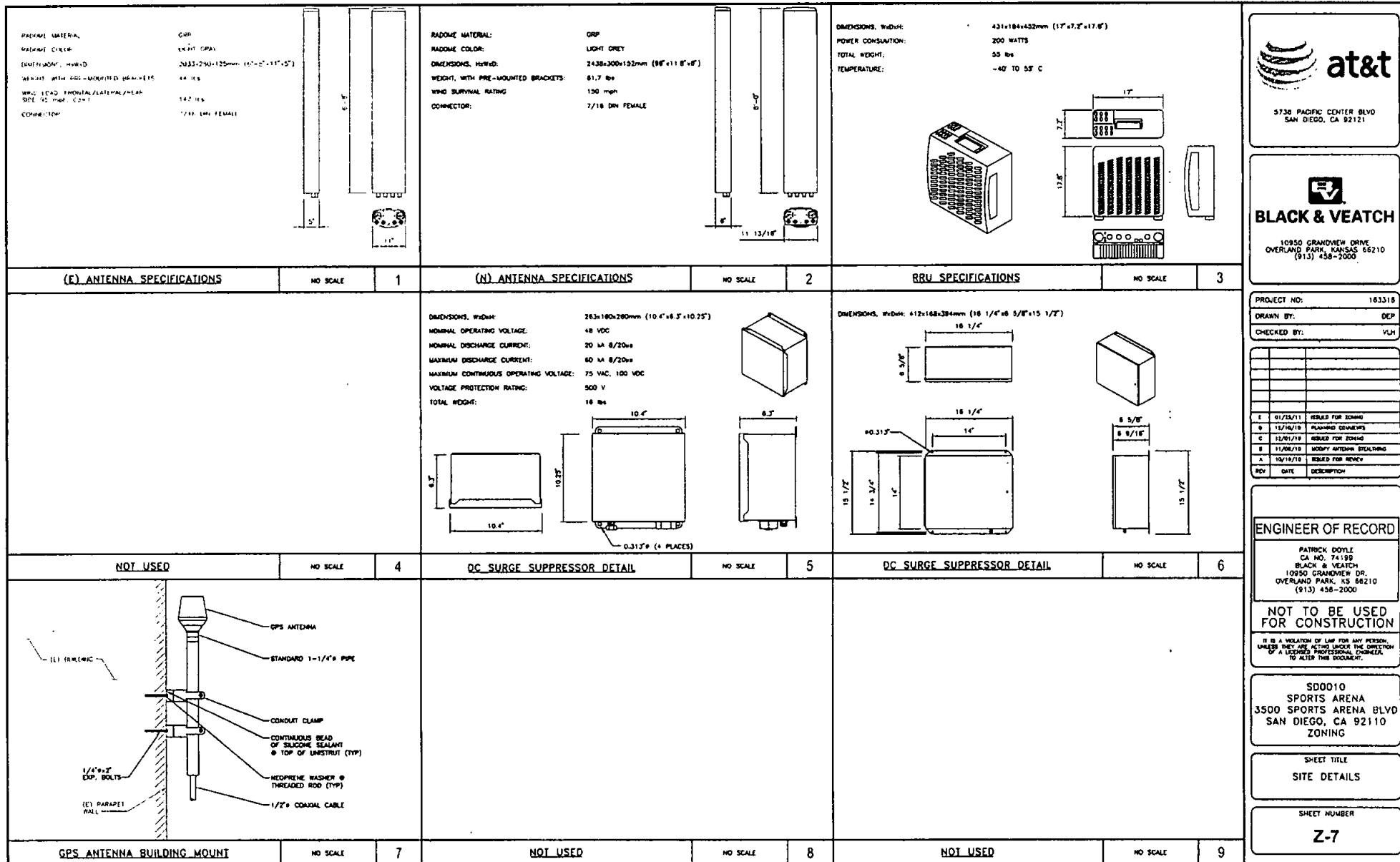
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S00010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
SITE ELEVATION

SHEET NUMBER
Z-6



AT&T - IRRIGATION PLAN

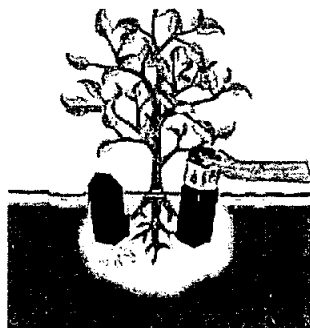
1. PERFORM MAINTENANCE ON ALL EXISTING AND NEW IRRIGATION SYSTEMS. THE CONTRACTOR SHALL MAINTAIN THE EXISTING IRRIGATION SYSTEMS IN GOOD WORKING ORDER AND ACCEPT RESPONSIBILITY FOR ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS.
2. REPLANT OR ADD PLANTS TO ANY AREAS WHERE PLANTS HAVE BEEN REMOVED OR DAMAGED BY THE EXISTING IRRIGATION SYSTEMS.
3. REPAIR OR REPLACE ANY DAMAGED OR MISSING PLANTS TO MAINTAIN THE EXISTING IRRIGATION SYSTEMS IN GOOD WORKING ORDER.
4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING AND NEW IRRIGATION SYSTEMS IN GOOD WORKING ORDER AND ACCEPT RESPONSIBILITY FOR ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING AND NEW IRRIGATION SYSTEMS IN GOOD WORKING ORDER AND ACCEPT RESPONSIBILITY FOR ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING AND NEW IRRIGATION SYSTEMS IN GOOD WORKING ORDER AND ACCEPT RESPONSIBILITY FOR ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS.

GEL PACK WATER SYSTEM BY DRAINAGE

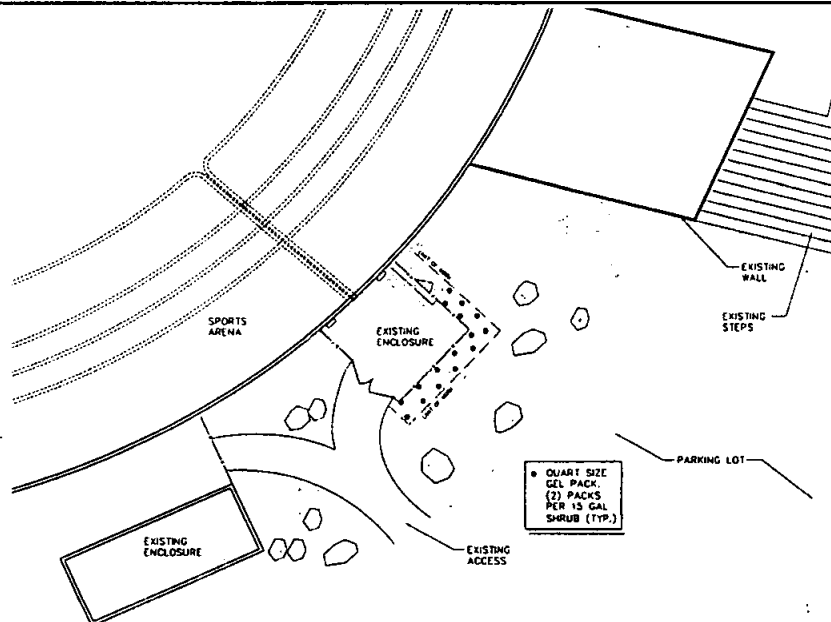
DRAINAGE GEL PACKS SHALL BE USED TO IRRIGATE THE CONTRACTOR TO UTILIZE DRAINAGE (EXTENDED TUBE) GEL PACKS. CONTRACTOR TO INSPECT GEL PACKS/ SITE FOR A 12 MONTH PERIOD AS REQUIRED BY CITY OF SAN DIEGO. GEL PACK SUPPLEMENTAL REPLANT TO CONTINUE UNTIL SHEDS HAVE ESTABLISHED SATISFACTORILY TO CLIENT OR CLIENT'S REPRESENTATIVE.

MAINTENANCE NOTE:

AT&T SHALL BE RESPONSIBLE FOR LANDSCAPE IRRIGATION AND MAINTENANCE OF THE REQUIRED PLANT MATERIAL.



QUART SIZE GEL PACKS



PLANT MATERIAL KEY-EXISTING

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	GROUND TREATMENT
	TREES				
	Acacia baobab	Baobab Acacia	10' x 14' 8" cal	2	N/A
	Juniperus chinensis	Juniper	8' x 10' 12" cal	2	N/A
	Cupressus sempervirens	Italian Cypress	10' x 14' 12" cal	2	N/A
	Washingtonia robusta	Washington Fan Palm	14' x 14' 14" cal	8	N/A
	SHRUBS				
	Correa macrocarpa	Woolly Plum	4' x 5'	1	Shrub
	Salix lasiolepis	Willow	5' x 5'	5	Shrub
	Juniperus horizontalis	Horizontal Juniper	3' x 18"	250 sf	Groundcover
	EXISTING BOULDERS				

CS
DG

8085 El Camino Real
Suite 105-462
Carlsbad, CA 92008
(P) 760-272-4742
(F) 760-454-3087



5738 PACIFIC CENTER BLVD
SAN DIEGO, CA 92121



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 455-2000

PROJECT NO:
DRAWN BY:
CHECKED BY:

REV	DATE	DESCRIPTION
1	10/18/10	PER PLANNING COMMENTS
2	02/26/10	PER PLANNING COMMENTS
3	10/19/09	PER PLANNING COMMENTS
4	08/26/08	ISSUED FOR ZONING



PDP DESIGN GROUP
1501 BAYVIEW ST.
ORANGE, CA 92667
PHONE: 714-278-0917
FAX: 714-983-9125

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S00010
SPORTS ARENA
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110
ZONING

SHEET TITLE
IRRIGATION
PLAN

SHEET NUMBER
L-1

IRRIGATION PLAN

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

EXHIBIT C

CITY OF SAN DIEGO CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This Consent to Assignment and Assumption Agreement ("Consent") is made as of ~~February 4,~~ 2008 by The City of San Diego ("CITY"), as ("LESSOR") under agreements with

ARENA GROUP 2000, L.P., a California limited partnership
("LESSEE"/"ASSIGNOR")

and

AEG MANAGEMENT SD, LLC, a Delaware limited liability company
("ASSIGNEE")

This Consent to Assignment and Assumption Agreement ("Consent") is made with regard to the following facts:

A. CITY owns the real property located at and around the San Diego Sports Arena currently leased under Agreements to Arena Group 2000, L.P. (AG2) as more particularly described in Exhibit A attached hereto ("Agreements").

B. Pursuant to the Operating Sublease dated August 6, 1971 among the CITY, SDALC, and San Diego Entertainment, Inc., a California corporation ("SDE") and a wholly-owned subsidiary of AG 2000 (the "Original Operating Sublease"), as amended by (i) that Amendment to Operating Sublease dated December 1, 1987 among the CITY, SDALC, and SDE (the "First Amendment"); (ii) by Second Amendment to Operating Sublease dated March 29, 1993 by between the CITY and SDE (the "Second Amendment") pursuant to which the Ground Lease was terminated and SDALC's entire right, title and interest in the Original Operating Sublease was transferred to the CITY and the Original Operating Sublease was agreed to continue in full force and effect as a direct lease between CITY and SDE; (iii) by Third Amendment to Operating Sublease dated September 30, 1997 between the CITY and AG 2000, (the "Third Amendment"); and (iv) by Fourth Amendment to Operating (Sublease) Agreement, dated April 2, 2002 between CITY and AG 2000 (the "Fourth Amendment"), the CITY leases the Premises to AG 2000. The Original Operating Sublease together with the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are collectively referred to herein as (the "Operating Sublease").

C. Pursuant to the lease dated February 20, 1996 between the CITY and Katherine Crake Huntington (AG 2000's predecessor in interest), AG 2000 leases the real property described as the "Sports Arena Square Property" which is adjacent to the Premises (the "Crake Parcel Lease").

D. Pursuant to the Ground Lease Agreement filed as Document No. RR-296247 (the "Sports Arena Retail Pad Ground Lease"), AG 2000 acquired the right to develop a portion of land adjacent to the Premises (the "Retail Pad Area").

E. Pursuant to the Second Amended and Restated Memorandum of Understanding ("Amended M.O.U.") dated July 24, 1995 between the CITY and AG2 which contemplated development of a new sports arena, expired March 28, 1997 subject to surviving provisions.

F. ASSIGNOR desires to assign to ASSIGNEE "Agreements" pursuant to Assignment of Lease and Assumption Agreement ("Assignment"), dated Sept. 3, 2008 and attached as Exhibit "B" to the Consent.

G. ASSIGNEE agrees to assume all rights and obligations of the "Agreements" pursuant to Assignment.

H. ASSIGNOR and ASSIGNEE desire to obtain LESSOR'S/CITY'S Consent to the Assignment and LESSOR/CITY is willing to consent to the Assignment on the following terms and conditions.

I. This Consent does not release LESSEE/ASSIGNOR of any prior agreements between LESSEE/ASSIGNOR and LESSOR/CITY except for the Sports Arena Retail Pad Ground Lease.

NOW THEREFORE, the parties agree as follows.

- 1 Assumption. ASSIGNEE additionally assumes and agrees for the benefit of the LESSOR/CITY to be bound by, and to conform and comply with, every obligation of LESSEE under the Agreements.
- 2 Assignments; Recapture. This Consent does not constitute a consent to any subsequent subletting or assignment or any existing subletting or assignment not approved by LESSOR/CITY in writing under the terms of the Agreements and does not relieve ASSIGNOR or ASSIGNEE or any person claiming under or through ASSIGNEE of the obligation to obtain the consent of the LESSOR/CITY pursuant to Section 11 of the Operating Sublease, Section 4.2 of the Crake Parcel Lease, Section 4.2 of the Retail Pad Ground Lease and Section 9 of the Amended M.O.U.
- 3 Default Under the Agreements. In the event of any default of ASSIGNEE under the Agreements, LESSOR/CITY may proceed directly against ASSIGNEE, ASSIGNOR any guarantors, or anyone else liable under the Agreements without first exhausting LESSOR'S/CITY'S remedies against any other person or entity liable under the Agreements to LESSOR/CITY pursuant to Section 16 of the Operating Sublease and Amended by Section 10 of the Second Amendment to Operating Sublease and Section 4.4 of the Crake Parcel Lease and Section 5.1 of the Retail Pad Ground Lease.
- 4 Rent Deferral. Pursuant to Section 9 (5) (Rent) of Operating Sublease, all remaining unpaid deferred rent and associated interest are immediately due and payable to the LESSOR/CITY upon assignment.
- 5 Additional Consideration to City. Pursuant to Section 4.4 (Additional Consideration to City), of the Sports Arena Retail Pad Ground Lease, LESSEE shall pay to CITY two

percent (2%) of the gross amount paid for the leasehold in connection with an approved assignment of the lease involving payment to LESSEE.

6 General Provisions.

- 6.1 Consideration for Assignment. ASSIGNOR and ASSIGNEE represent and warrant that there are no payments of rent which has been paid or is payable by ASSIGNEE to ASSIGNOR in connection with the Assignment or the Agreements.
- 6.2 Brokerage Commission. ASSIGNOR and ASSIGNEE agree that LESSOR/CITY will not be liable for any brokerage commission or finders fee in connection with the consummation of the Assignment or this Consent. ASSIGNOR and ASSIGNEE will protect, indemnify and hold LESSOR/CITY harmless from any brokerage commission or finders fee in connection with the consummation of the Assignment or this Consent, and from any cost or expense (including attorney's fees) incurred by LESSOR/CITY in resisting any claim for any such brokerage commission or finders fee. The provisions of this Section 6.2 shall survive the expiration or earliest termination of both the Assignment and this Consent.
- 6.3 Controlling Law. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.
- 6.4 Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.
- 6.5 Entire Agreement; Waiver. This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of the LESSOR'S/CITY'S Consent to the Assignment, supercedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors or assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. This Consent may be amended only in writing if mutually agreed to and signed by ASSIGNOR, ASSIGNEE and LESSOR/CITY.
- 6.6 Attorney Fees. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.
- 6.7 Waiver. Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Agreements. In addition, the acceptance of rents by LESSOR/CITY from

ASSIGNEE or anyone else liable under the Agreements will not be deemed a waiver by the LESSOR/CITY of any provisions of the Agreements.

- 6.8 Notice. Any notice required or permitted to be given shall be done so in writing and may be served personally or by United States mail, postage prepaid, addressed to ASSIGNEE or other address designated in writing by LESSEE; and to LESSOR/CITY as follows:

Real Estate Assets Director
City of San Diego
1200 Third Avenue, Suite 1700
San Diego, CA 92101

And to any mortgagee, trustee or beneficiary, as applicable at such appropriate address designated in writing by the respective party. Any party entitled or required to receive notice under the Agreements may by like notice designate a different address to which notice shall be sent.

[The remainder of this page intentionally left blank]

LESSOR, ASSIGNOR and ASSIGNEE have executed this Consent as of the date shown.

ASSIGNOR:

ARENA GROUP 2000, L.P., a California limited partnership

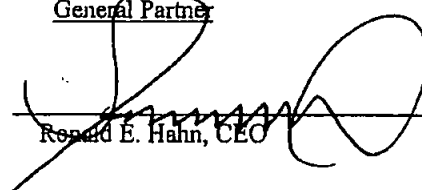
Date: Sept 4, 2008

By: Arena Founders, L.P., a California limited partnership, Managing General Partner

By: Founders of Arena Group 2000 Corporation, a California corporation, General Partner

Address of ASSIGNOR:

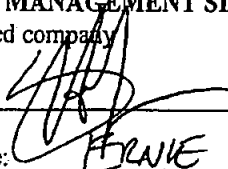
P.O. 2168
Rancho Santa Fe, CA 92067

By: 
Ronald E. Hahn, CEO

ASSIGNEE:

AEG MANAGEMENT SD, LLC, a Delaware limited company

Date: Sept 4, 2008

By: 
Name: Franke Hahn

Title: Sr. VP / GM

Address of ASSIGNEE:

3500 Sports Arena Blvd
San Diego CA 92110

THE CITY OF SAN DIEGO, LESSOR:

Date: Sept 4, 2008

By: Tammy Rimes
Tammy Rimes
Purchasing & Contracting
Assistant Director

APPROVED as to form and legality the 4th day of SEPTEMBER, 2008

MICHAEL J. AGUIRRE, CITY ATTORNEY

By: Brock Ladewig
Deputy City Attorney
Brock Ladewig

6/23/08

I:\WFO\2008\PHILLIPS\Consent to Assignment and Assumption Agreement - San Diego Arena Lease Co..doc

EXHIBIT D

MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT

.....

Prepared by &
When Recorded Return to:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

APN: 441-590-04

(Space Above This Line For Recorder's Use Only)

Cell Site No: SD0010
Cell Site Name: Sports Arena
Fixed Asset Number: 10085128
State: California
County: San Diego

MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT

This Memorandum of First Amendment to Communications Site Sublease Agreement is entered into on this ____ day of _____, 2011, by and between AEG Management SD, LLC, a Delaware limited liability company, having a mailing address of 3500 Sports Arena Boulevard, San Diego, California 92110, successor-in-interest to Arena Group 2000, L.P., a California limited partnership ("**Sublessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, formerly known as AT&T Wireless PCS, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta GA 30004 ("**Sublessee**").

1. Sublessor and Sublessee entered into a certain Communications Site Sublease Agreement ("**Agreement**") on the 26th day of March, 1999, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term commenced October 18, 1999 for a term of three (3) years ("**Initial Term**") with five (5) successive three (3) year options to renew (the "**Renewal Terms**"), along with one (1) additional forty-nine (49) month option to renew (the "**Additional Renewal Term**").
3. The portion of the land being leased to Sublessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of First Amendment to Communications Site Sublease Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of First Amendment to Communications Site Sublease Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum of First Amendment to Communications Site Sublease Agreement to be effective as of the last date written below.

SUBLESSOR:

AEG Management SD, LLC,
a Delaware limited liability company

SUBLESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 5

to the Memorandum of First Amendment to Communications Site Sublease Agreement dated _____, 2011, by and between AEG Management SD, LLC, a Delaware limited liability company, as Sublessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Sublessee.

The Premises are described and/or depicted as follows:

Property Legal Description:

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

Parcel 1:

THOSE PORTIONS OF PUEBLO LOTS 241, 242, 259, 276, 311, 312, 313, 314, 337 AND 338 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 PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, AND KNOWN AS MISCELLANEOUS MAP NO. 36, TOGETHER WITH LOT "A" AND A PORTION OF LOT "B" OF PUEBLO LOT 339, ACCORDING TO PARTITION MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN AN ACTION ENTITLED "STEELE VS. STEELE", SUPERIOR COURT, CASE NO. 5620, TOGETHER WITH A PORTION OF CASS AND McELWEE SUBDIVISION, ACCORDING TO MAP THEREOF NO. 1581, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF PUEBLO LOT 312 WITH THE NORTHERLY LINE OF FRONTIER STREET, (NOW SPORTS ARENA BOULEVARD) AS DESCRIBED IN DEED TO FRONTIER ENTERPRISES, INC., RECORDED MARCH 5, 1941, IN BOOK 1143, PAGE 320 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH A LINE WHICH IS DISTANT 15.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID SPORTS ARENA BOULEVARD; BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 77° 23' 46" EAST, 869.92 FEET TO A TANGENT 1,010.93 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 15° 07' 07" A DISTANCE OF 269.13 FEET TO THE SOUTHEASTERLY LINE OF SAID PUEBLO LOT 337;

THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 36° 29' 46" EAST 404.64 FEET TO THE MOST EASTERLY CORNER OF SAID PUEBLO LOT 337;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID PUEBLO LOT 337 NORTH 53°26' 44" WEST 464.11 FEET TO THE MOST EASTERLY CORNER OF SAID PUEBLO LOT 338;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PUEBLO LOT 338 NORTH 53°27' 34" WEST 466.64 FEET TO THE MOST NORTHERLY CORNER OF SAID PUEBLO LOT 338; THENCE SOUTH 36° 37' 26" WEST ALONG THE NORTHWESTERLY LINE OF PUEBLO LOT 338, A DISTANCE OF 233.40 FEET TO THE MOST EASTERLY CORNER OF SAID LOT "A";

THENCE NORTH 53° 27' 44" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT "A", A DISTANCE OF 233.41 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT "A";

THENCE SOUTH 36° 33' 41" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT "A", A DISTANCE OF 74.98 FEET TO A POINT DISTANT NORTH 36° 33' 41" EAST, 158.40 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT "A";

THENCE NORTH 53° 27' 19" WEST, 233.43 FEET TO A POINT IN THE NORTHWESTERLY LINE OF PUEBLO LOT 339 DISTANT SOUTH 36° 36' 21" WEST, 308.33 FEET FROM THE MOST NORTHERLY CORNER OF SAID PUEBLO LOT 339;

THENCE NORTH 36° 36' 21" EAST ALONG THE NORTHEASTERLY LINE OF PUEBLO LOT 339, A DISTANCE OF 301.33 FEET TO A LINE WHICH IS PARALLEL WITH AND 7.00 FEET SOUTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE NORTHERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID PUEBLO LOT 339;

THENCE ALONG SAID PARALLEL LINE NORTH 53°26' 49" WEST, A DISTANCE OF 786.16 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF KURTZ STREET AS DEDICATED BY RESOLUTION NO. 197563 OF THE COUNCIL OF THE CITY OF SAN DIEGO, A COPY OF WHICH WAS RECORDED JULY 30, 1969, AS DOCUMENT NO. 137836 OF OFFICIAL RECORDS;

THENCE ALONG THE BOUNDARY OF SAID KURTZ STREET AS FOLLOWS:
SOUTH 36° 32' 31" WEST, A DISTANCE OF 5.00 FEET, NORTH 53° 26' 49" WEST, A DISTANCE OF 307.00 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; AND WESTERLY ALONG THE ARC OF SAID CURVE TO AND ALONG THE SOUTHERLY LINE OF HANCOCK STREET DEDICATED BY SAID RESOLUTION, THROUGH A CENTRAL ANGLE OF 39° 03' 30" AN ARC LENGTH OF 204.51 FEET;

THENCE SOUTH 26°51' 31" WEST, A DISTANCE OF 393.88 FEET;

THENCE SOUTH 12°35' 00" WEST, A DISTANCE OF 968.25 FEET TO SAID LINE WHICH IS PARALLEL WITH AND 15.00 FEET NORTHERLY OF THE NORTHERLY LINE OF FRONTIER STREET;

THENCE ALONG SAID PARALLEL LINE SOUTH 77°23' 46" EAST, TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF PUEBLO LOTS 242, 243, 259 AND 311 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 PASCUE IN 1870; A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AS MISCELLANEOUS MAP NO. 36, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 276;

THENCE SOUTH 53°17'00" EAST ALONG THE NORTHEASTERLY BOUNDARY LINE OF PUEBLO LOT 276, A DISTANCE OF 93.76 FEET;

THENCE LEAVING SAID BOUNDARY LINE OF PUEBLO LOT 276, NORTH 72°53'15" EAST, A DISTANCE OF 120.70 FEET TO A POINT IN THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL TO SAID POINT BEARS NORTH 13°11'45" EAST;

THENCE NORTHWESTERLY AND WESTERLY THROUGH THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°28'03" A DISTANCE OF 96.45 FEET;

THENCE SOUTH 82°42'42" WEST, A DISTANCE OF 579.30 FEET;

THENCE SOUTH 75°31'30" WEST, 237.21 FEET TO A POINT IN A 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL TO SAID POINT BEARS NORTH 00°57'45" EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°28'04" AN ARC LENGTH OF 16.16 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°41'21" AN ARC LENGTH OF 35.02 FEET TO THE BEGINNING OF A 4767.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE BEGINNING OF A 558.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH 14°26'39" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°00'02" AN ARC LENGTH OF 613.56 FEET;

THENCE SOUTH 12°33'19" WEST, A DISTANCE OF 126.74 FEET TO A POINT IN THE NORTHEASTERLY BOUNDARY LINE OF PUEBLO LOT 243;

THENCE CONTINUING SOUTH 12°33'19" WEST, A DISTANCE OF 514.24 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH 77°26'41" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°57'05" AN ARC LENGTH OF 31.40 FEET;

THENCE TANGENT TO SAID CURVE 77°23'46" EAST, 617.83 FEET;

THENCE NORTH 12°35'00" EAST, 968.25 FEET;

THENCE NORTH 26°51'31" EAST, 393.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF PUEBLO LOT 259 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 PASCOE, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY AND KNOWN AS MISCELLANEOUS MAP NO. 36, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF HANCOCK STREET, AS DESCRIBED IN PARCEL NO. 1 OF RESOLUTION NO. 197563 OF THE CITY OF SAN DIEGO, A CERTIFIED COPY OF SAID RESOLUTION WAS RECORDED JULY 30, 1969 AS DOCUMENT NO. 137636 OF OFFICIAL RECORDS, IN THE COUNTY RECORDER'S OFFICE, SAID POINT BEING THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE SOUTHEASTERLY LINE OF P.L. 259 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 PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921 AS MISCELLANEOUS MAP NO. 36;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 82°11'53" WEST, 460.92 FEET (RECORD SOUTH 82°42'42" WEST, 460.91 FEET) TO POINT "A" OF SAID PARCEL NO. 1, SAID POINT BEING ON THE NORTHEASTERLY LINE OF KURTZ STREET, AS DESCRIBED IN PARCEL NO. 2 OF SAID RESOLUTION NO. 197563 OF OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET THROUGH AN ANGLE OF 136°07'53" AN ARC DISTANCE OF 95.04 FEET (RECORD 95.06 FEET);

THENCE ALONG THE NORTHEASTERLY LINE OF SAID KURTZ STREET, SOUTH 53°56'00" EAST, 304.02 FEET TO THE SOUTHEASTERLY LINE OF SAID P. L. 259;

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 36°08'53" EAST, 388.26 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF PUEBLO LOT 259, AS SAID PUEBLO LOT IS SHOWN ON THE MAP OF THE PUEBLO LANDS OF SAN DIEGO, MADE BY JAMES PASCOE IN 1870, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A

CERTIFIED COPY OF SAID PASCOE' S MAP IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS MISCELLANEOUS MAP NO. 36, WHICH LIES NORTHWESTERLY OF THE NORTHWESTERLY LINE OF HANCOCK STREET, NORTHERLY OF THE NORTHERLY LINE OF CHANNEL WAY AS DESCRIBED UNDER PARCEL 1 AND 3, RESPECTIVELY, IN RESOLUTION NO. 197563 ON JULY 24, 1969 BY THE COUNCIL OF THE CITY OF SAN DIEGO, RECORDED JULY 30, 1969 AS FILE NO. 137836 AND WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF 11-SD-109, HIGHWAY 109 AS DESCRIBED UNDER PARCEL 2 IN DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 26, 1968 AS FILE NO. 49552 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 441-590-04

A certain portion of the Property containing approximately three hundred (300) square feet including the air space above such ground space for the placement of Sublessee's Communications Facility.

SUBLESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF)

On

San Diego
9/12/11

before me,

Krystal D. Cavataio, Notary Public
(insert name and title of the officer)

personally appeared

Michelle Yenger

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

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

WITNESS my hand and official seal.

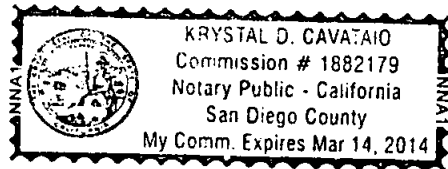
Signature

Krystal D. Cavataio

Name

Krystal D. Cavataio

(typed or printed)



(Seal)

SUBLESSEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On 9/26/11 before me, Nicole Adimari, Notary Public,
(insert name and title of the officer)

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

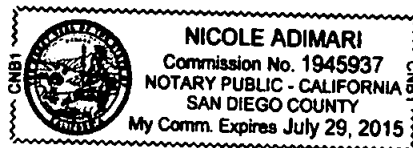
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nicole Adimari

Name Nicole Adimari
(typed or printed)

(Seal)



Technology Associates

May 4, 2012

City of San Diego
C/O Real Estate Assets Department
Attn: Carol Young
1200 Third Avenue, Suite 1700,
San Diego, CA 92101

RE: PCS Agreement with the consent of the City of San Diego (City) Lessor, San Diego Entertainment, Inc. (Entertainment or Lessee), Arena Group 2000 (Arena) or Sublessor, and Rincon Towers (Rincon or sub-lessor) Sublessor leases to Cox PCS Assets, LLC, a Delaware limited liability company (Sprint Nextel or Tenant), dated December 17, 1999, with respect to the real property located at 3500 Sports Arena Blvd., San Diego, CA 92110 (Site), Cascade No. SD34XC674

Dear Sir or Madam:

This letter is to advise you that it will be necessary within the near future for Sprint Nextel to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

~~Swap out of obsolete electronics cabinets, antenna and other equipment at the site. This may include replacement of cabling and mounting apparatus and the temporary redundancy of equipment within the leased area necessary for testing of the new equipment for up to 12 months.~~

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me at the address set forth above.

Thank you in advance for your prompt attention to this matter.

Monica M. Swing
Technology Associates, an authorized representative of Sprint Nextel

ACKNOWLEDGED AND AGREED TO:

City of San Diego



Printed Name: **David A. Sandoval, CCIM**

Title: **Deputy Director, Real Estate Assets**

Date: 5/7, 2012
(Date must be completed)

SCR Project No. 245613

APPROVED EXHIBIT "A"

Approval Date: 1/10/2012
Permit No. NRP 754740

EXHIBIT "A"

SITE LEGAL DESCRIPTION

Parcel 1:

Portions of Public Lots 241, 242, 250, 276, 311, 312, 313 and 318 of the Public Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Francis, a copy of which said map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 34, together with Lot "A" and a portion of Lot 40 of Public Lot 319, according to Partitions Map thereof on file in the Office of the County Clerk of said County, in an action entitled "Banks vs. Banks", Superior Court, Case No. 5624, together with a portion of Case and McElroy's Subdivisions, according to Map thereof No. 1531, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeastern line of Public Lot 313 with the Northern line of Frontier Street (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 228 of Official Records of San Diego County, thence Northerly along said Southeastern line to a point of intersection with a line which is distant 13.00 feet Northerly, measured at right angles to the Northern line of said Sports Arena Boulevard, thence South 77°23'46" East, a distance of 771.32 feet to the True Point of Beginning, thence North 12°36'14" East, a distance of 476.14 feet, thence North 36°13'41" East, a distance of 244.89 feet to the Southeastern line of said Public Lot 318; thence North 33°27'34" West, a distance of 21.00 feet to the most Northerly corner of said Public Lot 318; thence South 36°37'26" West along the Northerly line of Public Lot 318, a distance of 231.40 feet to the most Eastern corner of said Lot "A"; thence North 33°27'44" West along the Northerly line of said Lot "A", a distance of 211.61 feet to the most Northerly corner of said Lot "A"; thence South 36°13'41" West along the Northerly line of said Lot "A", a distance of 74.61 feet to a point distant North 37°23'41" East, 151.40 feet from the most Western corner of said Lot "A"; thence North 33°27'19" West, 233.43 feet to a point in the Northerly line of Public Lot 319, distant South 36°24'21" West, 301.33 feet from the most Northerly corner of said Public Lot 318; thence North 36°36'21" East along the Northerly line of Public Lot 319, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northerly line of said Public Lot 319; thence along said parallel line North 53°29'49" West, a distance of 785.16 feet to a point in the Southeastern line of Korte Street as delineated by Resolution No. 197560 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 in File/Plan No. 117834 of Official Records; thence along boundary of said Korte Street as follows:

South 36°13'11" West, a distance of 5.00 feet; North 33°26'49" West, a distance of 307.00 feet to the beginning of a 200.00 foot radius curve, concave Southwesterly and Westerly along the arc of said curve to and along the Southeastern line of Korte Street delineated by said Resolution, through a central angle of 39°02'16" an arc length of 204.51 feet; thence South 23°51'13" West, a distance of 321.55 feet; thence South 12°15'07" West, a distance of 968.25 feet to said line which is parallel with

3 of 4 Pages

and 150.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance of 402.55 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2:

Three portions of Public Lots 241, 242 and 311 of the Public Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Francis, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 34, described as follows:

Commencing at the point of intersection of the Southeastern line of Public Lot 312 with the Northerly line of Sports Arena Boulevard; thence Southwesterly along said Southeastern line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 723.59 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet; thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.

Project No. 212122

APPROVED EXHIBIT "A"

Approval Date: Sept 29 2010
Permit No. NRP 754740

3 of 4 Pages

UIC PACIFIC
ARCHITECTURE - ENGINEERING - CONSULTING
32 EXECUTIVE PARK, SUITE 110, RIVIERA, CA 92084
PHONE: (949) 475-1000 FAX: (949) 475-1001



Sprint
Together with NEXTEL
300 COMMERCIAL SUITE 200
RIVERSIDE, CA 92503
PHONE: (951) 607-6042
FAX: (951) 607-6042

PROJECT COORDINATOR
SPORTS ARENA
SD34XC674
300 SPORTS AVENUE, SUITE 200
SAN DIEGO, CA 92111

DRAWN BY: JCB
DATE: 09/01/11

DESIGNED FOR:
ZONING

APPROVALS:

APPROVED BY:	DATE:
UNDEVELOPED	
LEASING	
TOWNSHIP	
BY	
ON	

DRAWN BY:	CHECKED BY:	APPROVED BY:
JCB	BOB	DOD

ISSUE STATUS:

DATE:	DESCRIPTION:	BY:
10/15/11	REV 1.0	JCB
10/15/11	REV 1.0	JCB
10/15/11	REV 1.0	JCB
10/15/11	REV 1.0	JCB
10/15/11	REV 1.0	JCB

SHEET TITLE:

LEGAL DESCRIPTION

SHEET NUMBER:

T2

ISSUE LEVEL:

AERIAL MAP



EXISTING SITE



PROPOSED TELECOM SITE



APPLICANT REPRESENTATIVE
DEBRA DEPRATZ GARDNER
7 69-728-860

DCI PACIFIC
30 EXECUTIVE PARK, SUITE 100
IRVINE, CA 92614
PHONE: (949) 475-1000 FAX: (949) 475-1001

Sprint
Together with NEXTEL

SAN DIEGO SPORTS ARENA
SD-674A
MAP SPORTS ARENA BLUP
SAN DIEGO, CA 92110

FINAL
1 OF 3

AERIAL MAP



EXISTING SITE



PROPOSED TELECOM SITE



APPLICANT REPRESENTATIVE
DEBRA DEPRATZ GARDNER
7 69-728-860

DCI PACIFIC
30 EXECUTIVE PARK, SUITE 100
IRVINE, CA 92614
PHONE: (949) 475-1000 FAX: (949) 475-1001

Sprint
Together with NEXTEL

SAN DIEGO SPORTS ARENA
SD-674A
MAP SPORTS ARENA BLUP
SAN DIEGO, CA 92110

FINAL
2 OF 3

AERIAL MAP



EXISTING SITE



PROPOSED TELECOM SITE



APPLICANT REPRESENTATIVE
DEBRA DEPRATZ GARDNER
7 69-728-860

DCI PACIFIC
30 EXECUTIVE PARK, SUITE 100
IRVINE, CA 92614
PHONE: (949) 475-1000 FAX: (949) 475-1001

Sprint
Together with NEXTEL

SAN DIEGO SPORTS ARENA
SD-674A
MAP SPORTS ARENA BLUP
SAN DIEGO, CA 92110

FINAL
3 OF 3

SCR PROJECT No. 245613
APPROVED EXHIBIT "A"
Approval Date 1/10/2012
Permit No. Nup 754740

DCI PACIFIC

ARCHITECTURE - ENGINEERING - CONSULTING
30 EXECUTIVE PARK, SUITE 100, IRVINE, CA 92614
PHONE: (949) 475-1000 FAX: (949) 475-1001



Sprint

Together with NEXTEL
30 COMMERCE SUITE 250,
IRVINE, CA 92614
PHONE: (714) 67-9442
FAX: ()

PROJECT IDENTIFICATION

SPORTS ARENA
SD34XC674

3800 SPORTS ARENA BLVD.
SAN DIEGO, CA 92110

CURRENT ISSUE DATE:

09/01/11

DESIGNED FOR:

ZONING

APPROVALS:

APPROVED BY:	DATE:	DATE:
LAND-ORD		
LEASING		
ZONING		
RF		
CM		

DRAWN BY:	CHECKED BY:	DATE:
JSD	BOX	09/01/11

ISSUE STATUS:

DATE:	DESCRIPTION:	BY:
08/11/11	BOX 2D	JSD
08/14/11	100% 2D	JSD
07/28/11	REV 100% 2D	JSD
08/22/11	REV 100% 2D	JSD
08/29/11	REV 100% 2D	JSD
11/08/11	INCORPORATE CITY COMMENTS	JSD

SHEET TITLE:

PHOTO SIMULATIONS

SHEET NUMBER:

T3

ISSUE LEVEL:

SPORTS ARENA
SD34XC674

THE ARCHITECT/ENGINEER AND REPRESENTATIVES OF THE LESSEE AND OWNER, HAVE BEEN NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

DO NOT EXCAVATE OR DISRUPT SOILS BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS SPECIFICALLY INSTRUCTED, IN WRITING, BY THE ARCHITECT/ENGINEER AND LESSEE.

DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS

ANY DRAWN AND/OR FIELD TELL ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.

ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER, LESSEE, AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE HAZARD OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION REGARDING TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.

CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INFORMATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION. NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INFORMATION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL UTILITY LINE FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.

ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF ROAD.

THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL. VIOLATION SUBJECT TO

GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.

ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR GRADED IN ACCORDANCE WITH CORRECT OCCUPATIONAL, SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

STRUCTURAL WALLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.

NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.

ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. EACH LIFT'S THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.

ANY FILL PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 1 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BONDED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.

THE GRADES WITHIN FENCED AREAS ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 95% OF STANDARD PROCTOR. COVERING THE AREA WITH GEO-TECH CLOTH (18" MIN. OVERLAP AT ALL SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 6" OF 3/4" CRUSHED STONE, NO FINES.

CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPER, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.

ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE TRIMMED AS REQUIRED AND PROTECTED IN PLACE BY THE GENERAL CONTRACTOR.

DRIVEWAY CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITIONS, AND ALL APPLICABLE PROVISIONS OF LOCAL COUNTY ORDINANCES.

IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO OBTAIN, READ, AND FOLLOW THE GEO-TECHNICAL REPORT FOR EACH PROJECT SITE. ALL PROVISIONS WITHIN SAID REPORT SHALL BE ACCOMMODATED BY THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS. CONTINUOUS ON-SITE SUPERVISION BY THE GEO-TECHNICAL/SOILS ENGINEER SHALL BE ARRANGED FOR BY THE CONTRACTOR PRIOR TO THE START OF ANY EXCAVATION AND/OR GRADING OPERATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE GEO-TECHNICAL/SOILS ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE SUPERVISING GEO-TECHNICAL ENGINEER PRIOR TO PROCEEDING WITH PLACEMENT OF ANY FORMS AND/OR MATERIALS.

IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE AND INSTALL ALL REQUIRED SIGNS FOR THIS PROJECT. THE CONTRACTOR SHALL OBTAIN WRITTEN INSTRUCTIONS FROM THE CONSTRUCTION MANAGER AS TO THE EXACT MATERIAL, SIZE, WORKING, AND LOCATION FOR ALL SIGNS.

SIGNS THAT MAY BE REQUIRED INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

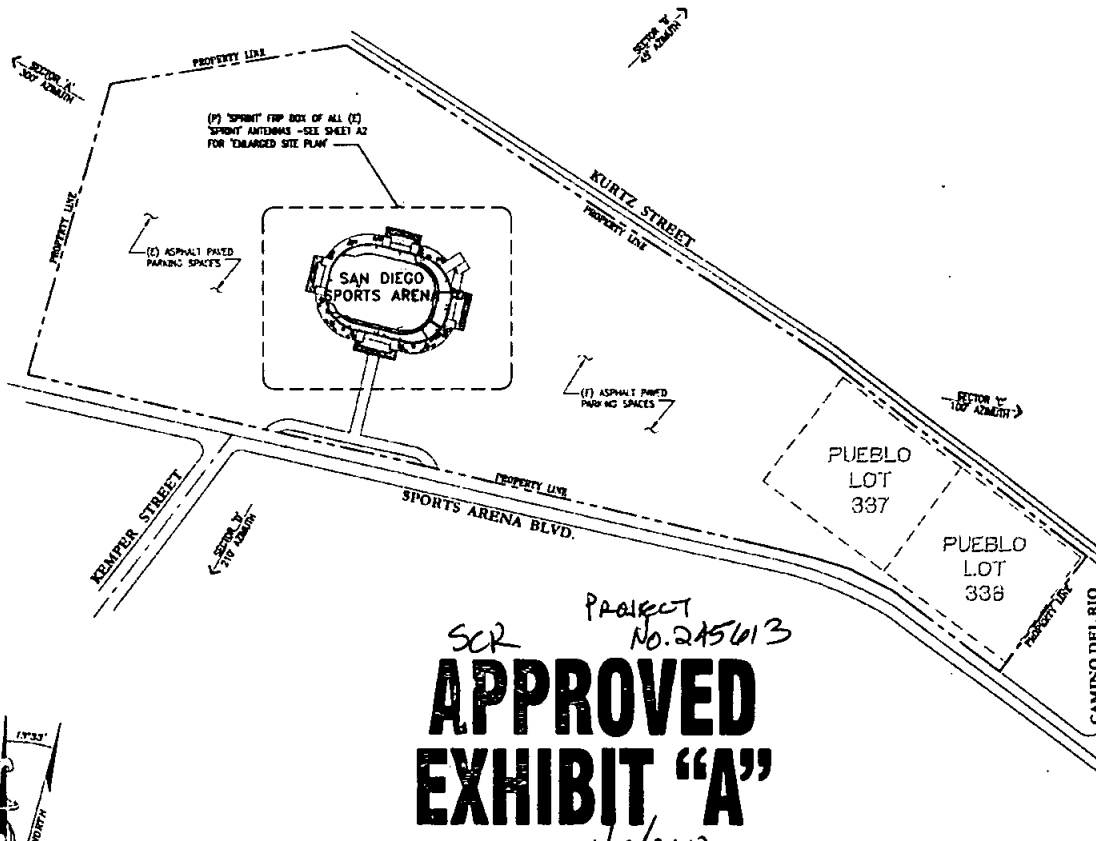
- a. 7'x4' ACCESS SIGN
- b. SITE ENTRY SIGN
- c. ANTENNA STRUCTURE COMPLIANCE SIGN
- d. NEIGHBORLY EXPOSURE SIGN(S)
- e. ANY ADDITIONAL SIGNS AS REQUIRED BY "METRO PCS" AND/OR GOVERNMENTAL AGENCIES.

SITE DEVELOPMENT NOTES

SCALE: 1"=20'

2

SITE PLAN



PROJECT No. 245613
APPROVED EXHIBIT "A"

Approval Date: 1/10/2012
 Permit No. NWP 754740

[Signature]

SCALE: 1"=20'

1

UCB PACIFIC
 ARCHITECTURE - ENGINEERING - CONSULTING
 32 EXECUTIVE PARK, SUITE 110, RYDGE, CA 92411
 PHONE: (949) 475-1200 FAX: (949) 475-1001



Sprint
 Together with NEXTEL
 300 COMMERCIAL BLVD. SUITE 200
 IRVINE, CA 92614
 PHONE: (949) 807-8342
 FAX: (949) 807-8342

PROJECT DESCRIPTION
SPORTS ARENA
S034XC874
 330 SPORTS ARENA BLVD.
 SAN DIEGO, CA 92110

CURRENT SHEET NO.
09/01/11

DESIGNED FOR
ZONING

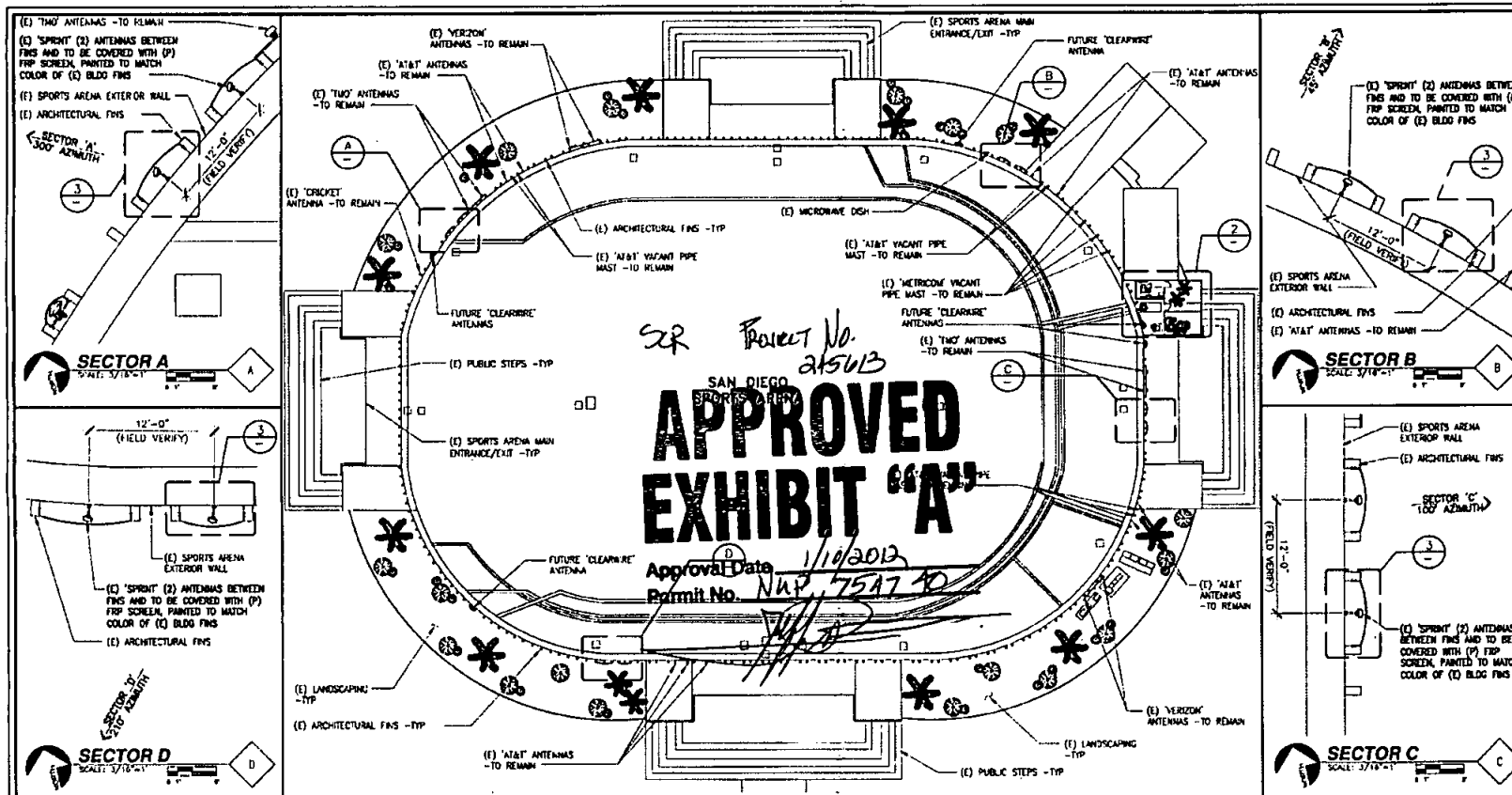
APPROVALS:		
APPROVED BY:	INITIALS	DATE:
LANDLORD		
LEASING		
ZONING		
BY		
DATE		

DESIGNED BY:	CHKD	APPR
ADD	BOX	SHD

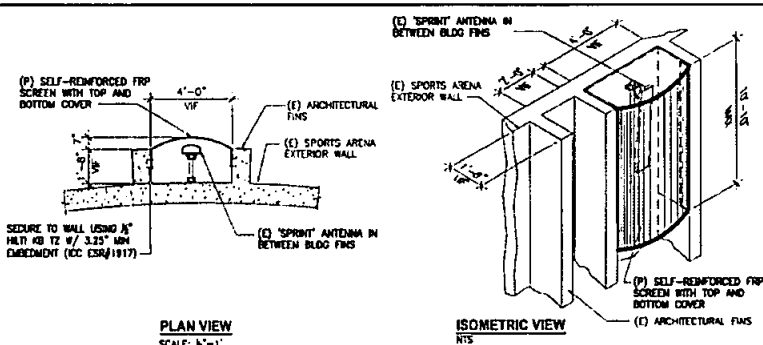
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DATE	DESCRIPTION	BY
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08/26/11	REV 100% TO	ADD
11/08/11	INCORPORATE CITY COMMENTS	ADD

SHEET TITLE
SITE PLAN

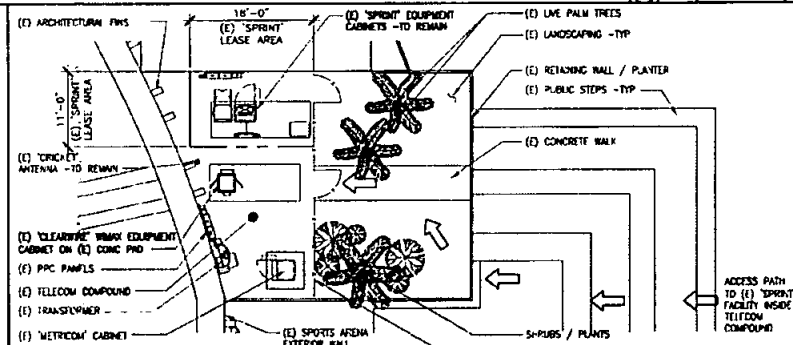
SHEET NUMBER
A1
 SPORTS ARENA SUBMITTAL



ENLARGED SITE PLAN

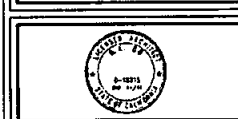


TYPICAL ANTENNA FRP SCREEN DETAIL



EQUIPMENT LAYOUT PLAN

UCC PACIFIC
 ARCHITECTURE-ENGINEERING-CONSULTING
 22 EXECUTIVE PARK, SUITE 110, RYSEL, CA 92014
 PHONE: (949) 478-1000 FAX: (949) 478-1001



Sprint
 Together with NEXTEL
 330 COMMERCIAL SUITE 250,
 IRVINE, CA 92602
 PHONE: (714) 857-8042
 FAX: ()

PROJECT INFORMATION
SPORTS ARENA
 SD34XC874
 3300 SPORTS ARENA BLVD
 SAN DIEGO, CA 92119

CURRENT FILE NO.
 09/01/11

DESIGNED FOR
ZONING

APPROVALS:

APPROVED BY:	REMARKS	DATE
LANDOWN		
LEASING		
ZONING		
BY		
ON		

DESIGN BY:	CHECK	APP
ADD	CHK	DES

ISSUE STATUS:

DATE	DESCRIPTION	BY
06/14/11	ISS 2D	ADD
06/14/11	ISS 2D	ADD
07/06/11	REV 100% 2D	ADD
08/22/11	REV 100% 2D	ADD
09/09/11	REV 100% 2D	ADD
11/09/11	INCORPORATE CITY COMMENTS	ADD

SHEET TITLE
EQUIPMENT AND ANTENNA LAYOUT PLANS

SHEET NUMBER
A2
ISSUE LEVEL
 SPORTS ARENA
 SD34XC874



Sprint
 Together with NEXTEL
 800 COMMERCIAL SUITE 120
 IRVINE, CA 92602
 PHONE: (714) 87-4343
 FAX: ()

PROJECT DESCRIPTION
SPORTS ARENA
 SD34XC674
 200 SPORTS ARENA BLVD
 SAN DIEGO, CA 92116

CURRENT SHEET NO.
09/01/11

SHEET FOR
ZONING

APPROVALS:

APPROVED BY:	DATE:	
LANDING		
LEASING		
ZONING		
IF		
ON		

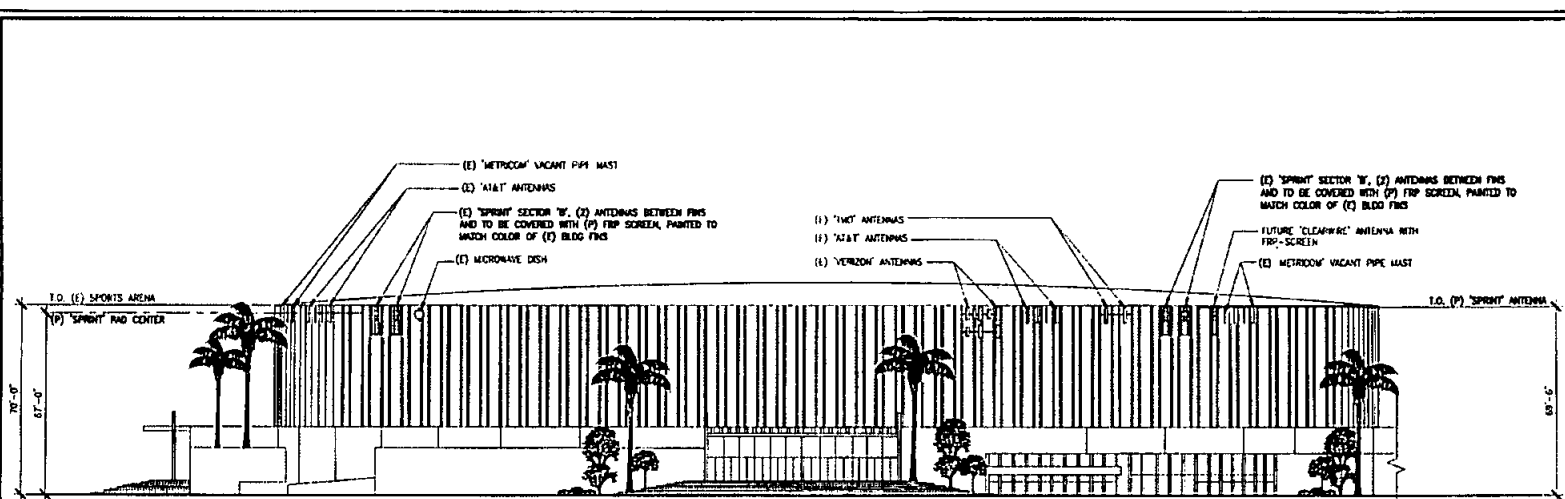
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JOS	NOV	NOV

ISSUE STATUS:

DATE	DESCRIPTION	BY
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11/08/11	INCORPORATE CITY COMMENTS	JOS

SHEET TITLE:
ELEVATIONS

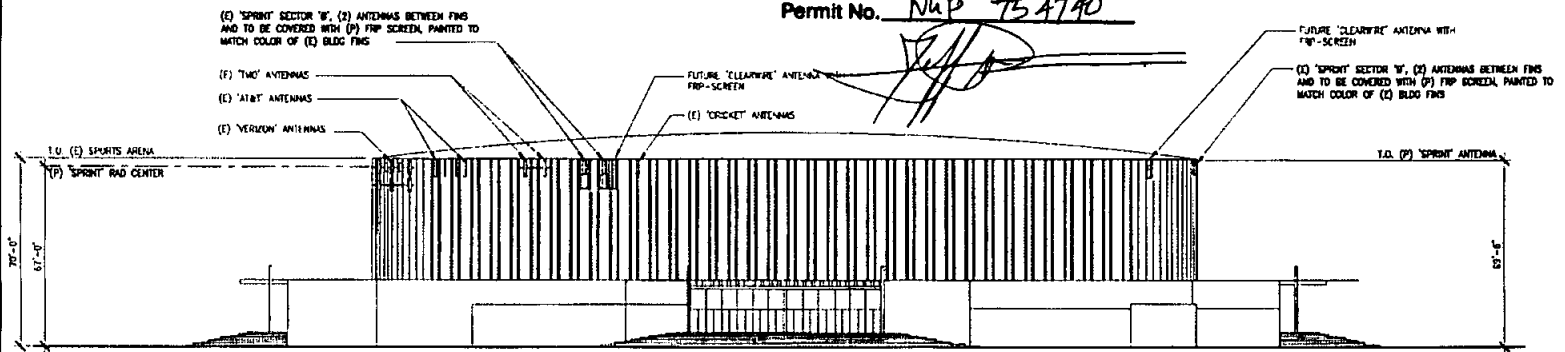
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A3
 ISSUE LEVEL:
 SPORTS ARENA
 SD34XC674



NORTH ELEVATION

SCR Project No. 245013
APPROVED
EXHIBIT "A"

Approval Date: 1/10/2012
 Permit No. NuP 754740



WEST ELEVATION



Sprint 
Together with NEXTEL
330 COMMERCE SUITE 250,
PINE, CA 92602
PHONE (714) 607-6042
FAX ()

PROJECT CORPORATION
SPORTS ARENA
SD34XC674
2009 SPORTS ARENA BLVD
SAN ANTONIO, TX 78210

09/01/11

WELDED PIPE ZONING

APPROVALS:

APPROVED BY	SERIALS	DATE
LANCLOED		
LEASING		
ZORING		
NY		
CM		

DRABIN ST:	CHUK	APY:
JCD	BOK	CHD

ISSUE STATUS:

HOUSE STATUS:			
DATE	DESCRIPTION	BY	
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01/25/11	REV 100% 2D	JCD	
06/22/11	REV 100% 2D	JCD	
06/04/11	REV 100% 2D	JCD	
11/06/11	INCORPORATE CITY COMMENTS	JCD	

INDEX TITLE

ELEVATIONS

SHEET NUMBER	ISSUE LEVEL
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A4

SPENDING AND



APPROVED
EXHIBIT "A"

Approval Date 1/10/2012
Permit No. NHP 75 A740

BCAAVI		
CHIME		



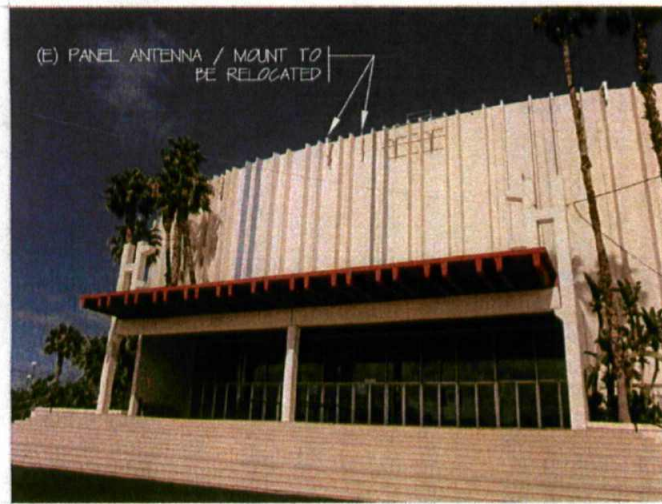
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AERIAL MAP

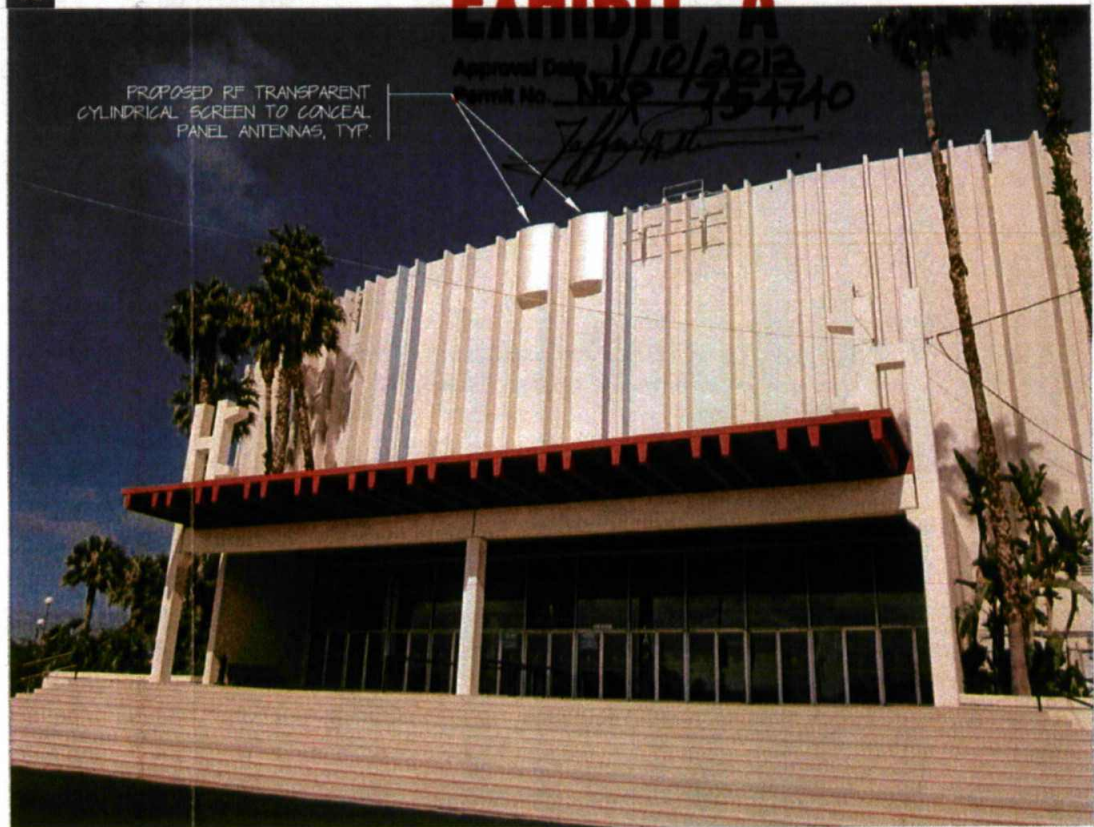


LEGENDS:
 ● PROJECT
 ▲ VIEW 'A'
 ▲ VIEW 'B'
 ▲ VIEW 'C'

EXISTING SITE



VIEW A PROPOSED SITE



SCR PROJECT No. 24563
 APPLICANT REPRESENTATIVE:
 DEBRA DEPRATTI GARDNER
 T 619-728-8110

APPROVED EXHIBIT "A"

Approval Date: 1/10/2013
 Permit No. NRP 154740

DCI PACIFIC

32 EXECUTIVE PARK, SUITE 110
 IRVINE, CA 92614
 (949) 475-1000 T
 (949) 475-1001 F

Sprint
 Together with NEXTEL

SAN DIEGO SPORTS ARENA
 SD-674A
 3500 SPORTS ARENA BLVD
 SAN DIEGO, CA 92110

PAGE

1 OF 3

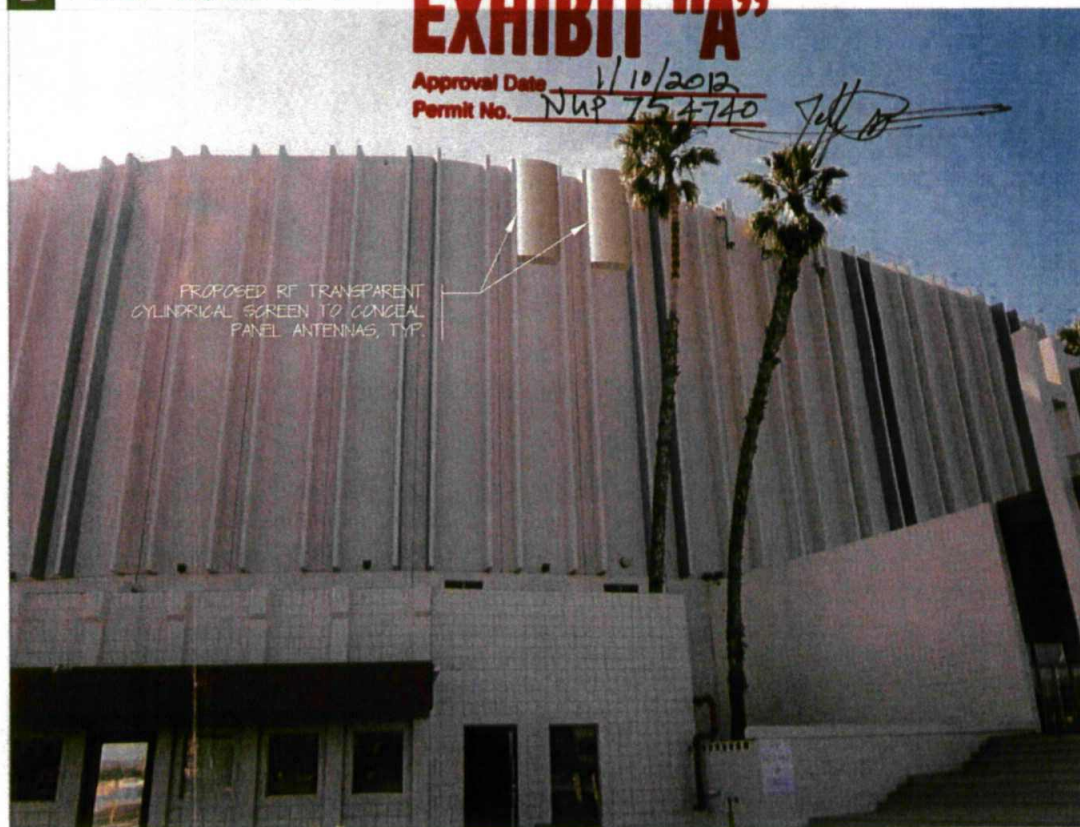
AERIAL MAP



EXISTING SITE



VIEW B PROPOSED SITE



Project No. 245613

SCR

APPLICANT REPRESENTATIVE:

DEBRA DEPRATTI GARDNER
T 619-728-8110

APPROVED EXHIBIT "A"

Approval Date 1/10/2012
Permit No. NUP 754740

[Signature]

DCI PACIFIC

32 EXECUTIVE PARK, SUITE 110
IRVINE, CA 92614
(949) 475-1000 T
(949) 475-1001 F

Sprint
Together with NEXTEL

SAN DIEGO SPORTS ARENA
SD-674A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

PAGE

2 OF 3

AERIAL MAP

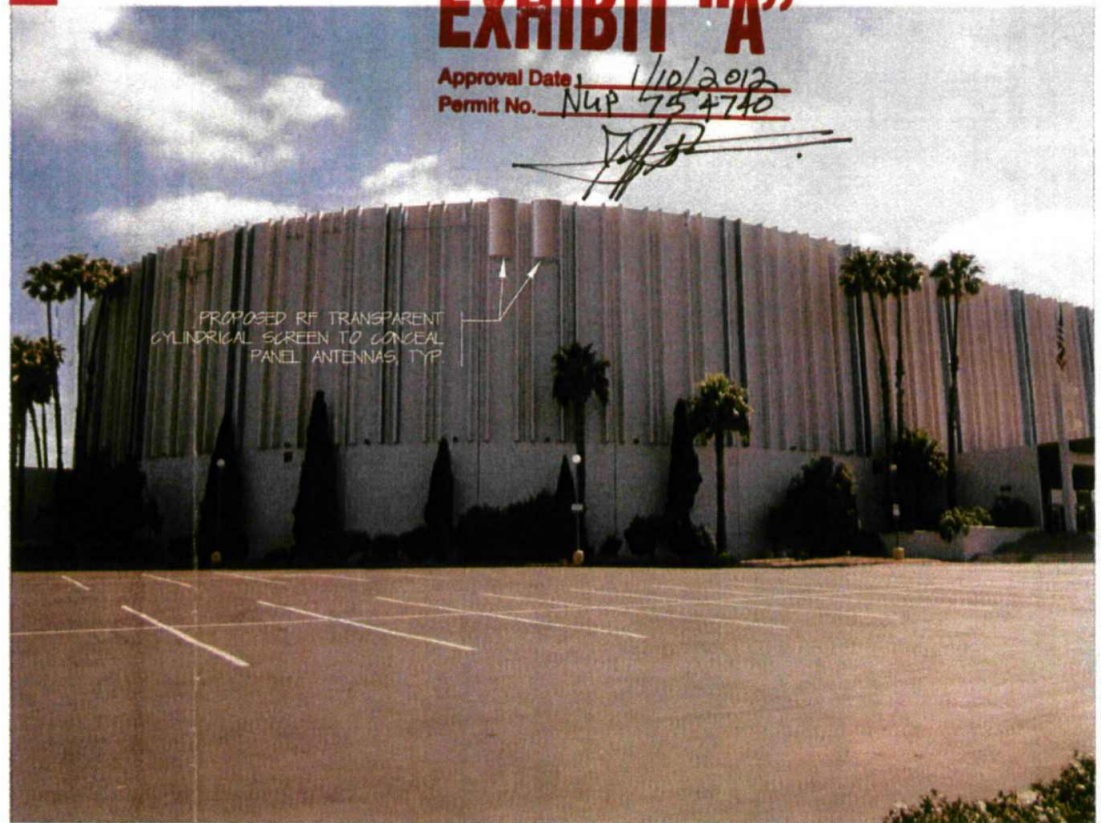


- LEGENDS:
- PROJECT
 - ▲ VIEW 'A'
 - VIEW 'B'
 - ◆ VIEW 'C'

EXISTING SITE



VIEW C PROPOSED SITE



Project No. 245613
 SCR
APPROVED EXHIBIT "A"
 APPROVAL DATE: 1/10/2012
 PERMIT NO. NUP 754740
 DEBRA DEPRATTI GARDNER
 T 619-728-8110

 32 EXECUTIVE PARK, SUITE 10 IRVINE, CA 92614 (949) 475-1000 T (949) 475-1001 F	 Together with NEXTEL	SAN DIEGO SPORTS ARENA SD-674A 3500 SPORTS ARENA BLVD SAN DIEGO, CA 92110	PAGE 3 OF 3
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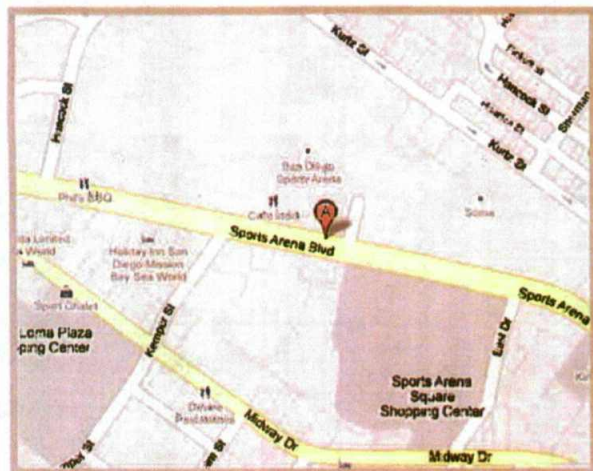
Sprint®



CA-SDG5184A - SPORTS ARENA
3500 SPORTS ARENA BLVD SAN DIEGO, CA 92110

WESTOWER™
COMMUNICATIONS INC

NORTH ELEVATION



Project No. 212122
**APPROVED
EXHIBIT "A"**
Approval Date SEPT 29, 2010
Permit No. NUP No. 754740
[Signature]

PROPOSED SPRINT ANTENNAS MOUNTED TO EXISTING
BUILDING BEHIND PROPOSED FRP - PAINTED TO MATCH

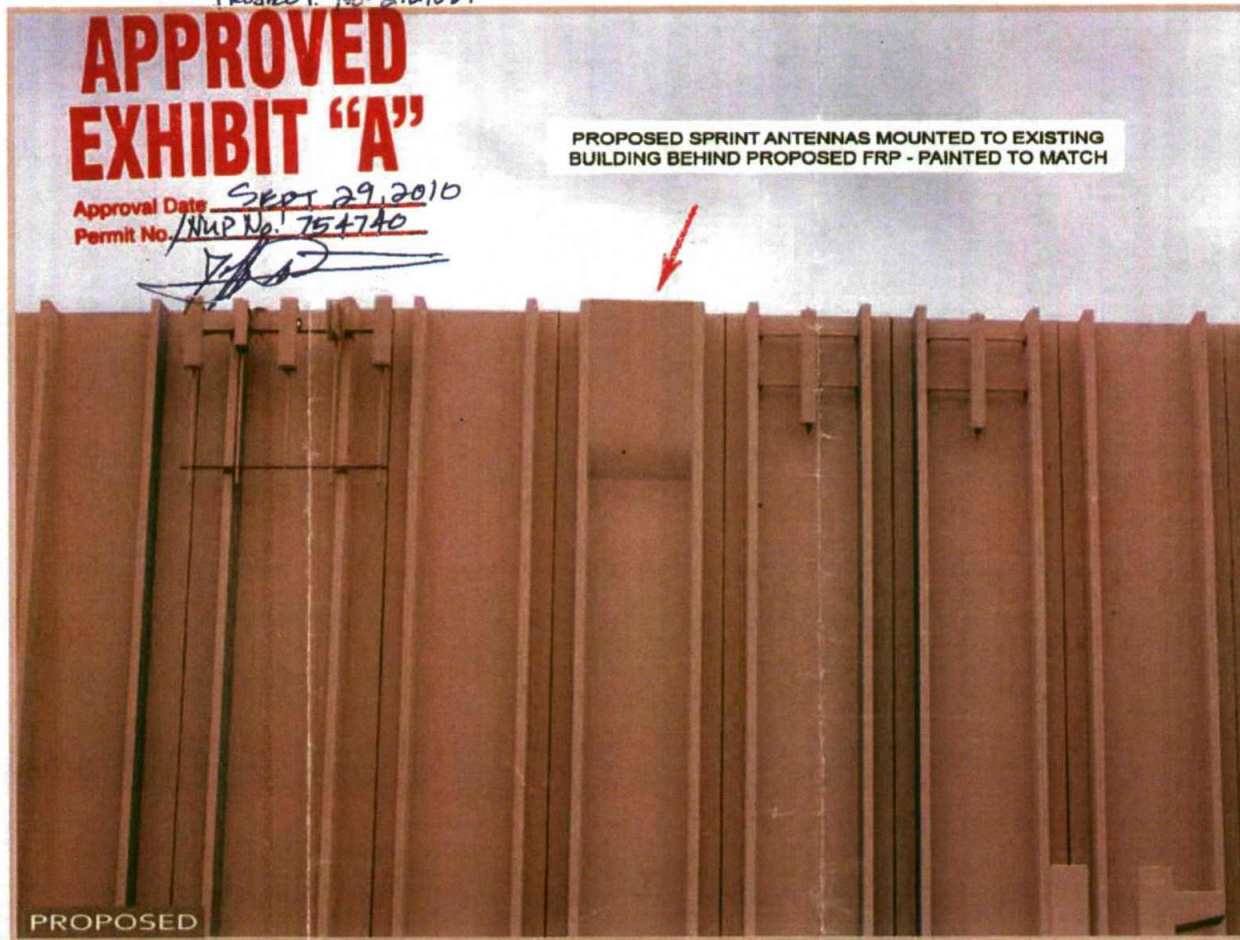
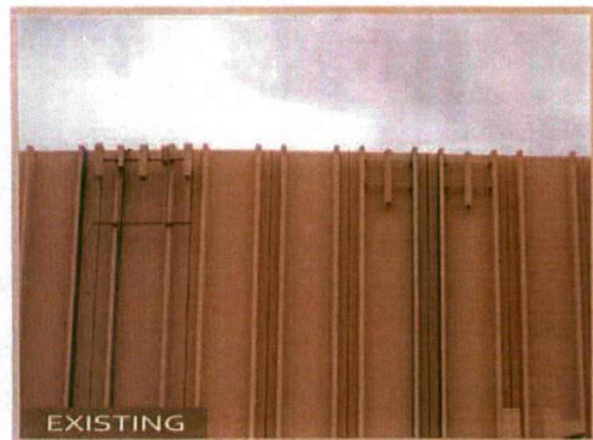


Photo simulations based on available plans and client project data, and is intended to be a realistic representation of the proposed project. The final constructed site may vary.

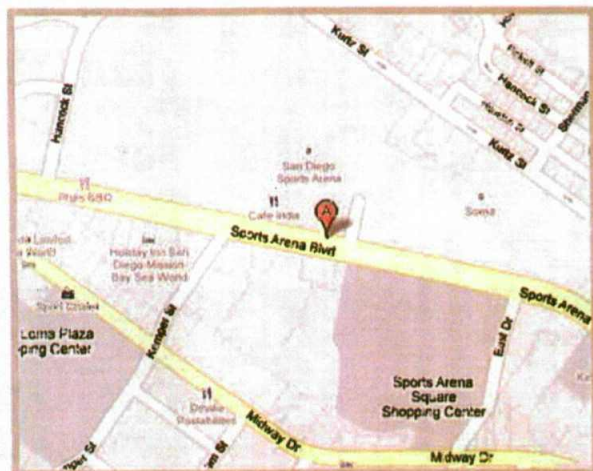
Sprint



CA-SDG5184A - SPORTS ARENA
3500 SPORTS ARENA BLVD SAN DIEGO, CA 92110

WESTOWER
COMMUNICATIONS INC

NORTHWEST ELEVATION



Project No. 212122
**APPROVED
EXHIBIT "A"**

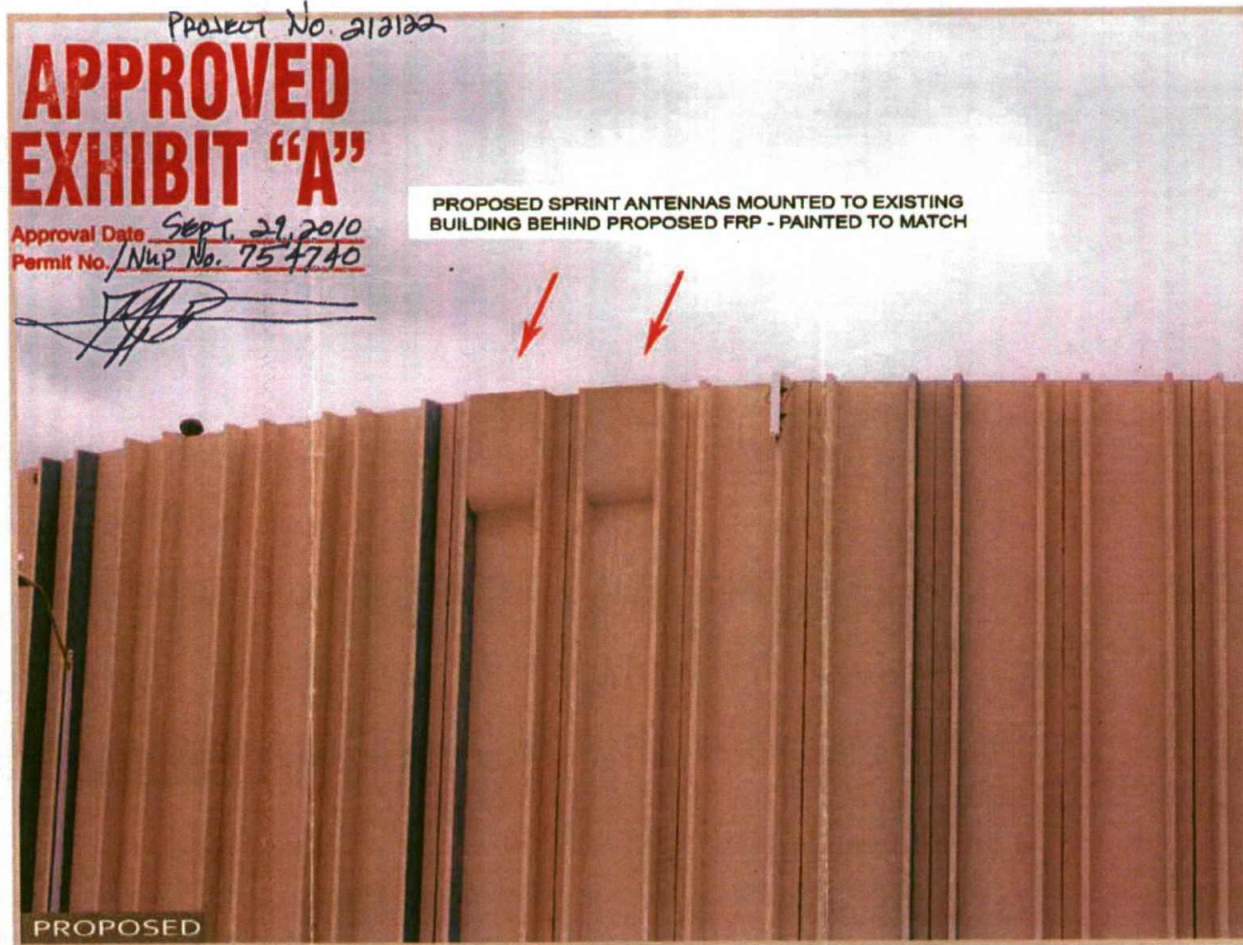
Approval Date Sept. 29, 2010
Permit No. / NUP No. 754740

[Signature]

PROPOSED SPRINT ANTENNAS MOUNTED TO EXISTING
BUILDING BEHIND PROPOSED FRP - PAINTED TO MATCH



EXISTING



PROPOSED

Photo simulations based on available plans and client project data, and is intended to be a realistic representation of the proposed project. The final constructed site may vary.

Sprint®



CA-SDG5184A - SPORTS ARENA
3500 SPORTS ARENA BLVD SAN DIEGO, CA 92110

WESTOWER
COMMUNICATIONS INC

SOUTHEAST ELEVATION

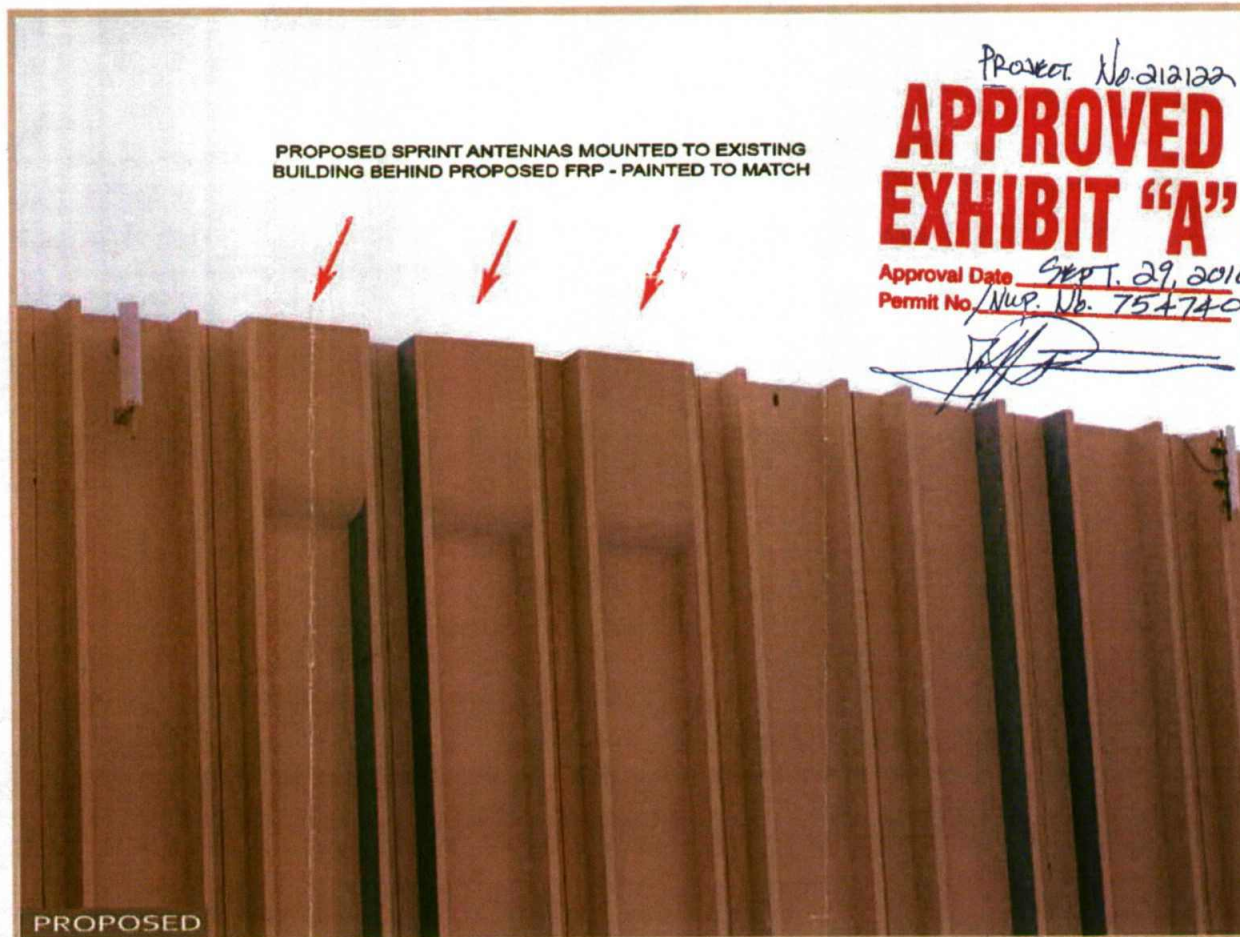
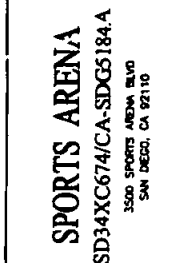


Photo simulations based on available plans and client project data, and is intended to be a realistic representation of the proposed project. The final constructed site may vary.

T-1

STRUCTURAL SPECIFICATIONS

1. PRECEDENCE: UNLESS OTHERWISE NOTED OR SPECIFIED IN THESE DRAWINGS, THE FOLLOWING PRECEDENCE SHALL PREVAIL:
- A. ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
 - B. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
 - C. MATERIAL, NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS.
2. OTHER NOTES: SEE OTHER SHEETS FOR THESE DRAWINGS FOR INFORMATION AND DETAILS NOT SHOWN THAT MAY BE NEEDED TO PROPERLY COMPLETE THIS FOLDOUT DRAWING.
3. SIMILAR DETAILS: CONSTRUCTION DETAILS NOT FULLY SHOWN ON DRAWING SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS.
4. SHOWING IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ALL TYPICAL BRACING AND BRACING TO INSURE THE STABILITY OF THE WORK UNTIL, IF IN ITS COMPLETED FORM, THIS INCLUDES UNLOADING OF THE FOOTING WALLS APPLICABLE.
5. MARKS & METHODS: THESE DRAWINGS AND ASSOCIATED DETAILS REPRESENT THE PROPOSED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION UNLESS SPECIFICALLY NOTED OTHERWISE.
6. WATERPROOFING: WATERPROOFING AND DRAINAGE DETAILS AND SPECIFICATIONS, ALTHOUGH SOMEWHAT SHOWN ON STRUCTURE DRAWINGS, ARE FOR CONSIDERATION BY THE CONTRACTOR FOR ARCHITECTURAL WATERPROOFING DETAILS, WHICH APPLICABLE APPEAR ELSEWHERE IN THESE DRAWINGS.
7. STEEL
- A. ALL STRUCTURAL, STEEL SECTIONS AND WELDED PLATE MEMBERS SHALL CONFORM TO ASTM A-36 AND BE FABRICATED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.
 - B. ALL BOLTS SHALL CONFORM TO ASTM A-307 UNLESS OTHERWISE NOTED ON PLANS. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A-325.
 - C. STEEL PIPE COLUMNS SHALL BE GRADE "F" CONFORMING TO ASTM A53.
 - D. STEEL TUBING SHALL BE GRADE "F" CONFORMING TO ASTM A400.
 - E. ALL WELDING SHALL BE DONE IN THE SHIELDED ARC METHOD, ALL WELDING JOINTS BE PROPERLY JOINTED AND BE PRE-APPROVED SURFACE METAL SHALL BE DISPOSED OF TO SMOOTH DOWN SURFACES. ALL WELLS ARE TO BE WELDED TO MEET ALL WELDING SHALL COMPLY WITH THE LATEST A.S.T.M. SPECIFICATIONS.
8. THE FOLLOWING WELDING EQUIPMENT MUST BE USED:
- | | |
|-------------------|-------------------|
| A. 250 AMP PLACES | B. 250 AMP PLACES |
| C. 250 AMP PLACES | D. 250 AMP PLACES |
| E. 250 AMP PLACES | F. 250 AMP PLACES |
9. NO SLUR BOSS SHALL BE USED.
- A. ALL STRUCTURAL, STEEL SHALL BE CORROSION PROOF IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.
 - B. ALL HIGH STRENGTH BOLTS SHALL HAVE ALL CENTRATIONS OF THE BOLTS SHALL BE NOTED BY THE CITY INSPECTOR.
10. STEEL HAS BEEN REBUILT.
11. WELDING SUGGESTED IN THESE DETAILS.
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SHEET NUMBER
T-2

EXHIBIT "A"

SITE LEGAL DESCRIPTION

Parcel 1:

Portions of Pueblo Lots 241, 242, 258, 278, 311, 312, 313 and 338 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the office of the County Clerk of said County, in an action entitled "Steale vs. Steale", Superior Court, Case No. 5620, together with a portion of Cass and McElwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeastery line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeastery line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of 371.52 feet to the True Point of Beginning; thence North 12°36'14" West, a distance of 476.74 feet; thence North 36°37'26" East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North 53°27'14" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36°37'26" West along the Northwestern line of Pueblo Lot 338, a distance of 233.40 feet to the Northeasterly line of said Lot "A"; thence North 53°27'44" West along the Northeasterly line of said Lot "A", a distance of 233.41 feet to the most Northerly corner of said Lot "A"; thence South 36°33'41" West along the Northwestern line of said Lot "A", a distance of 74.98 feet to a point distant North 37°33'41" East, 158.40 feet from the most Westerly corner of said Lot "A"; thence North 53°27'19" West, 233.43 feet to a point in the Northwestern line of Pueblo Lot 339 distant South 36°36'21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36°36'21" East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North 53°26'49" West, a distance of 786.16 feet to a point in the Southeastery line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South 36°32'31" West, a distance of 5.00 feet; North 53°26'49" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39°03'30" an arc length of 204.51 feet; thence South 25°51'31" West, a distance of 393.88 feet; thence South 12°35'00" West, a distance of 968.25 feet to said line which is parallel with

3 of 4 Pages

and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance of 402.50 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2:

Those portions of Pueblo Lots 241, 242 and 311 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeastery line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northeasterly along said Southeastery line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 723.59 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet; thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.

1058

Project No. 212122
APPROVED
EXHIBIT "A"

Approval Date SEPT 29, 2010

Permit No. WMP No. 754740

[Signature]
4 of 4 Pages

LEGAL DESCRIPTION

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Together with service

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1761 COPLEY DRIVE, SUITE 100
SAN DIEGO, CA 92111

Booth & Starez
ARCHITECTS & ENGINEERS

10000 BOOTH STREET, SUITE 100, SAN DIEGO, CA 92121
TEL: 619-594-1100 FAX: 619-594-1101

SPORTS ARENA
SD34XC674/CA-SDG5184A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS

NO.	DATE	DESCRIPTION	INITIALS
1	09/29/10	DESIGN REVIEW	REV
2	09/29/10	CON 25	REV
3	09/29/10	REVISED SIGN TO	REV
4	09/29/10	REVISED SITEPLAN	REV
5	09/29/10	REV ARCHITECT PLANS	REV
6	09/29/10	REV CIVIL PLANS	REV
7	09/29/10	REV PLANNING COMMENTS	REV

SHEET TITLE
LEGAL DESCRIPTION

SHEET NUMBER
T-3

PROJECT No. 212122

APPROVED
EXHIBIT "A"

Approval Date SEPT 29, 2010
Permit No. AWP No. 754740

[Signature]

**Lessee's Certificate
Standard Wireless Facility Project
for Post Construction BMPs**

I/we the undersigned as Lessee(s) of the property described as

3500 SPORTS ARENA BOULEVARD, 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 "Source Control" BMPs.

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

Sediments
Nutrients
Trash & debris
Oxygen Demanding Substance
Oil & Grease
Bacteria & Viruses
Pesticides

I/We will incorporate the following into the site design -

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

Additionally I/we will;

- Minimize the use of pesticides
- Use efficient irrigation systems and landscape design - incorporating rain shut off devices and flow reducers

I/we will maintain the above Standard Permanent BMPs for the duration of the lease.

Lessee DAVE PUTNAM
(print name)

Company Name CLEARWIRE

Lessee *[Signature]*
(signature)

Date 3/5/2010

LESSEE'S CERTIFICATE

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clearwire®
8761 COMLEY DRIVE, SUITE 100
SAN DIEGO, CA 92111

Booth & Sorensen
ARCHITECTURAL PLANNING
1000 N. 10TH STREET, SUITE 100, SAN DIEGO, CA 92101
TEL: 619.594.1234 FAX: 619.594.1235

SPORTS ARENA
SD34XC674/CA-SDG5184A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

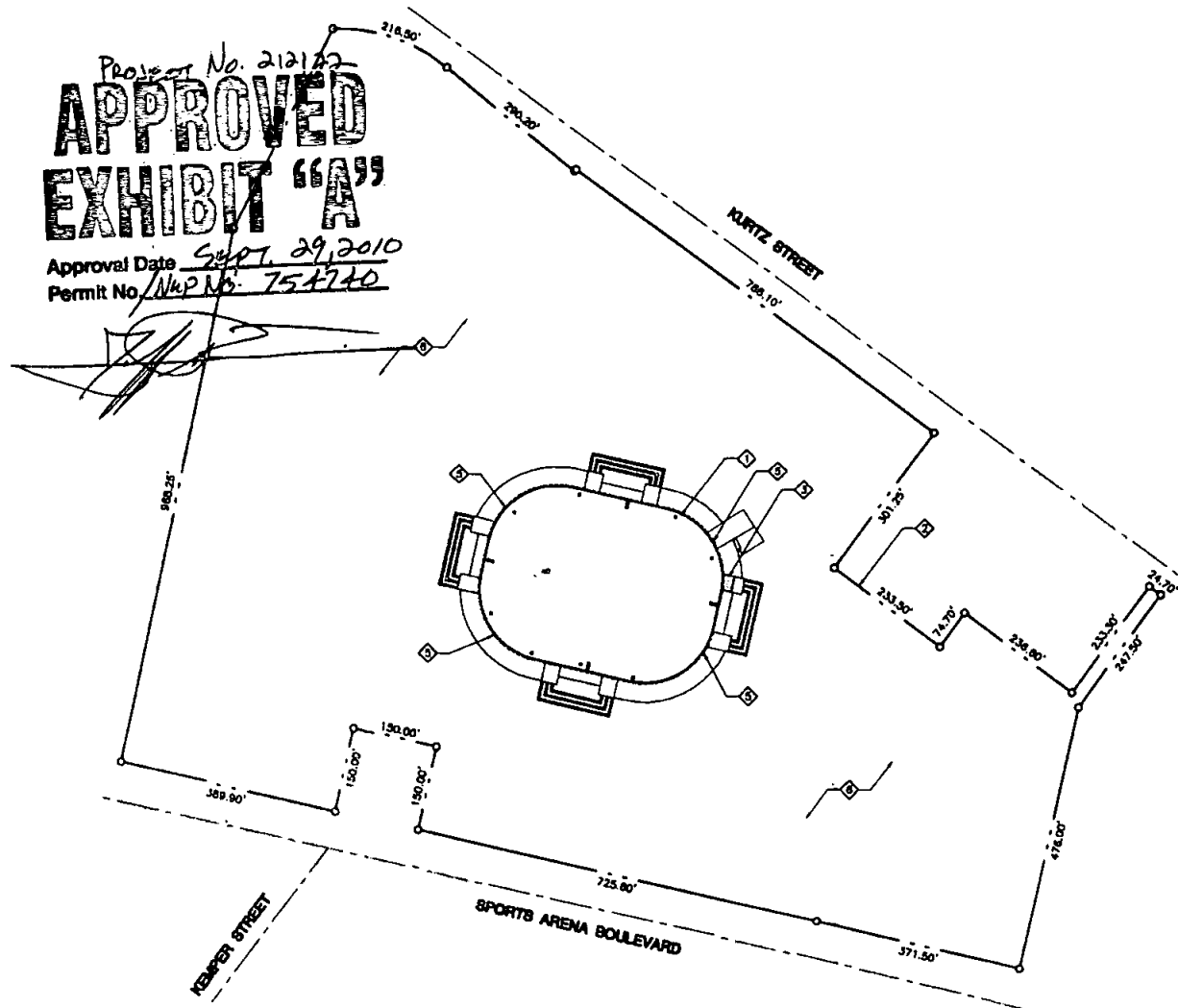
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	3/5/10	ISSUED FOR PERMIT	DAVE
2	3/5/10	ISSUED TO	DAVE
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7	3/5/10	ISSUED TO	DAVE
8	3/5/10	ISSUED TO	DAVE

SHEET TITLE
LESSEE'S CERTIFICATE

SHEET NUMBER
T-4

Project No. 212162
APPROVED
EXHIBIT "A"

Approval Date Sept. 29, 2010
 Permit No. Map No. 754740



SITE PLAN
 SCALE 1" = 100'-0"

KEYED NOTES:

- ① EXISTING SPORTS ARENA BUILDING
- ② PROPERTY LINE (TYPICAL)
- ③ EXISTING SPRINT/NEXTEL EQUIPMENT AREA ON GRADE LEVEL (SHOWN SHADED). SEE EQUIPMENT PLAN SHEET A-2
- ④ EXISTING SPRINT/NEXTEL ANTENNAS (TYPICAL OF 8)
- ⑤ PROPOSED CLEARWIRE ANTENNAS PIPE MOUNTED TO A PROPOSED ANTENNA PIPE MOUNT BEHIND PROPOSED RF TRANSPARENT SCREENING. SEE ROOF PLAN SHEET A-1
- ⑥ EXISTING PARKING AREA

ENGINEERING NOTES:

1. THIS PROJECT PROPOSES NO DEVELOPMENT IMPROVEMENTS OUTSIDE THE EXISTING BUILDING FOOTPRINT FOR THIS DISCRETIONARY REVIEW AND THEREFORE DOES NOT REQUIRE ANY PERMANENT STORM WATER BEST MANAGEMENT PRACTICES.
2. NO EXISTING PARKING SPACE WILL BE USED OR REMOVED BY THIS PROJECT.
3. THIS IS AN ABOVE GROUND INSTALLATION ON AN EXISTING FACILITY AND NOT GROUND DISTURBANCE OR TRENCHING IS PROPOSED BY THIS PROJECT.
4. THIS PROJECT PROPOSED NOT WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
5. PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH CHAPTER 14, ARTICLE 2, DIVISION 1 (GRADING REGULATIONS) OF THE SAN DIEGO MUNICIPAL CODE, INTO THE CONSTRUCTION PLANS OR SPECIFICATIONS.
6. PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL SUBMIT A WATER POLLUTION CONTROL PLAN (WPCP). THE WPCP SHALL BE PREPARED IN ACCORDANCE WITH THE GUIDELINES IN APPENDIX E OF THE CITY'S STORM WATER STANDARDS.

NOTES:

FIELD VERIFY ALL AS-BUILT CONDITIONS & DIMENSIONS

SPRINT/NEXTEL TELECOMMUNICATIONS TRANSMITTER FREQUENCIES AND POWER LEVELS:

PAKEL: 2500-2688 MHz BAND WIDTH
 450 WATTS PER SECTOR
 DIRECTIONAL: 18, 36 & 60 GHz BAND WIDTH
 100 WATTS PER TRANSMITTER

00-448584-0000
 NO BUILDING SETBACKS
 ARE REQUIRED

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5761 COMLEY DRIVE, SUITE 100
 SAN DIEGO, CA 92111

Booth & Sharitz
 ARCHITECTURE PLANNING

PHONE: 619.594.1100 FAX: 619.594.1101
 1400 W. VALLEY VIEW, SUITE 100, SAN DIEGO, CA 92108



SPORTS ARENA
 SD34XC674/CA-SDG5184A
 3500 SPORTS ARENA BLVD
 SAN DIEGO, CA 92110

REVISIONS

NO.	DATE	DESCRIPTION	INITIALS
1	8/24/10	DESIGN REVIEW	REV
2	8/24/10	ISSUE SET	REV
3	8/24/10	REVISION 1001 TO	REV
4	8/24/10	REVISION ANTENNA	REV
5	8/24/10	ADD ANTENNA PLANS	REV
6	8/24/10	REVISED SCREENING	REV
7	8/24/10	PLANNING CHANGE	REV
8	8/24/10	PLANNING CHANGE	REV

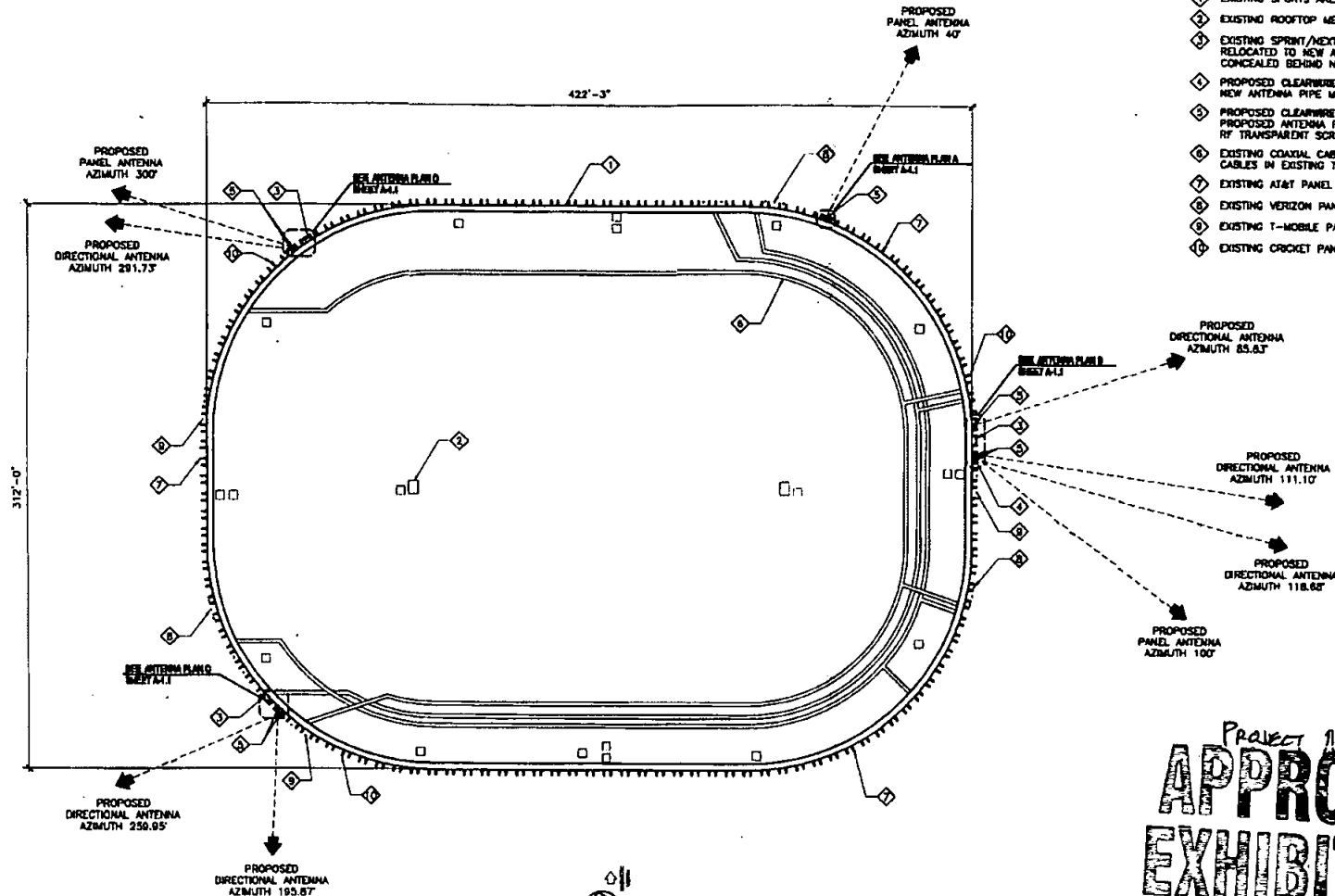
SHEET TITLE
 SITE PLAN

SHEET NUMBER

A-0

KEYED NOTES:

- ① EXISTING SPORTS ARENA BUILDING
- ② EXISTING ROOFTOP MECHANICAL EQUIPMENT (TYPICAL)
- ③ EXISTING SPRINT/MEXTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- ④ PROPOSED CLEARWIRE OPS ANTENNA PIPE MOUNTED TO NEW ANTENNA PIPE MOUNT
- ⑤ PROPOSED CLEARWIRE ANTENNAS MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- ⑥ EXISTING COAXIAL CABLE TRAY, RUN PROPOSED CABLES IN EXISTING TRAY
- ⑦ EXISTING AT&T PANEL ANTENNA (TYPICAL)
- ⑧ EXISTING VERIZON PANEL ANTENNA (TYPICAL)
- ⑨ EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)
- ⑩ EXISTING CRICKET PANEL ANTENNA (TYPICAL)



ROOF PLAN
SCALE: 1" = 80'-0"

Project 116 212122
APPROVED
EXHIBIT "A"

Approval Date SEPT. 29, 2010
Permit No. PLAN No. 754740

[Signature]

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4781 COXLEY DRIVE, SUITE 100
SAN DIEGO, CA 92111

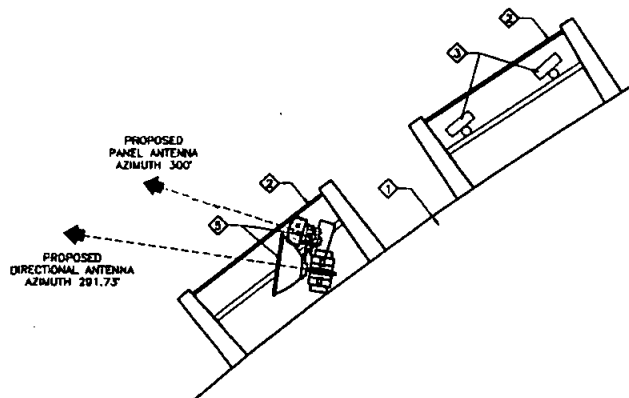
Booth & Slaters
ARCHITECTURE & PLANNING
1100 10TH AVENUE, SUITE 100, SAN DIEGO, CA 92101
TEL: 619.594.1100 FAX: 619.594.1101

SPORTS ARENA
SD34XC674/CA-SDGS184A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

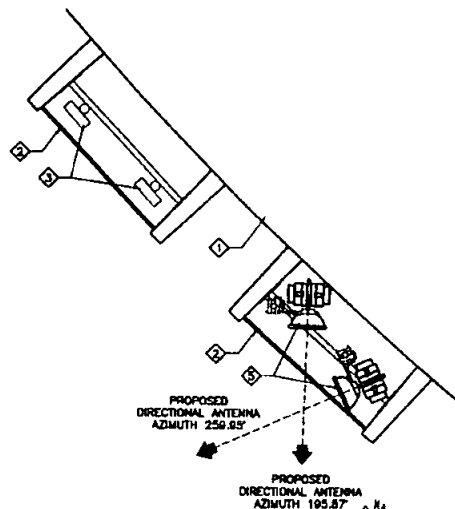
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4	10/01/10	NEW ANTENNA PLANE	SD
5	10/01/10	REVISED SCREEN	SD
6	10/01/10	PLANNING COMMENTS	SD
7	10/01/10	PLANNING COMMENTS 2	SD

SHEET TITLE
ROOF PLAN

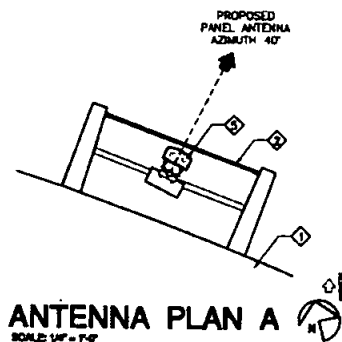
SHEET NUMBER
A-1



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



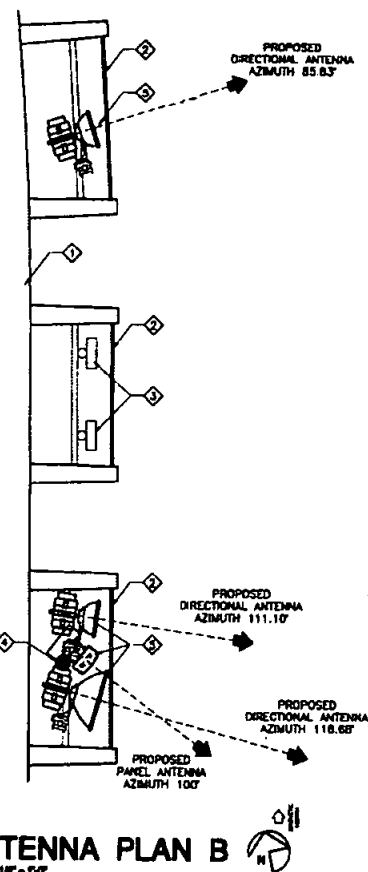
ANTENNA PLAN C
SCALE: 1/4" = 1'-0"



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

KEYED NOTES:

- ① EXISTING SPORTS ARENA BUILDING
- ② PROPOSED RF TRANSPARENT SCREEN SETBACK FROM FRONT OF CONCRETE FIN TO CREATE ENHANCED VISUAL EFFECT
- ③ EXISTING SPRINT/NEXTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- ④ PROPOSED CLEARWIRE GPS ANTENNA PIPE MOUNTED TO NEW ANTENNA PIPE MOUNT
- ⑤ PROPOSED CLEARWIRE ANTENNAS MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN



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

Project No. 212122
APPROVED
EXHIBIT "A"

Approval Date SEPT. 29, 2010
Permit No. Nup No. 754740

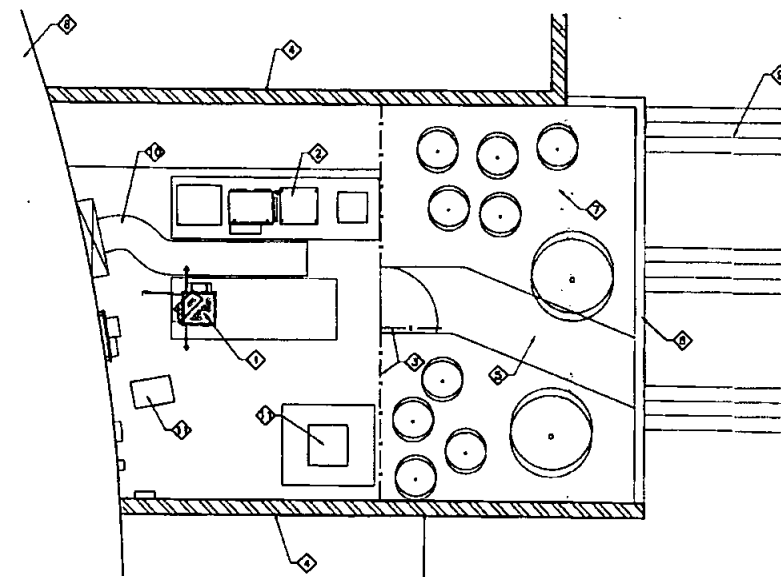


SPORTS ARENA
SD34XC674/CA-SDG5184A
3300 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS			
NO.	DATE	DESCRIPTION	BY
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2	10/01/10	ISSUED FOR PERMIT	JS
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10	10/01/10	ISSUED FOR PERMIT	JS

SHEET TITLE
ROOF PLAN

SHEET NUMBER
A-1.1



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



KEYED NOTES:

- 1 PROPOSED CLEARWIRE EQUIPMENT CABINET MOUNTED ON EXISTING CONCRETE PAD INSIDE EXISTING SPRINT/NEXTEL EQUIPMENT ENCLOSURE
- 2 EXISTING SPRINT/NEXTEL EQUIPMENT CABINETS
- 3 EXISTING 6'-0" HIGH EQUIPMENT ENCLOSURE FENCE AND GATES WITH (3) STRANDS BARBED WIRE FOR A TOTAL HEIGHT OF 7'-6"
- 4 EXISTING CONCRETE BLOCK WALL
- 5 EXISTING CONCRETE WALKWAY
- 6 EXISTING RETAINING WALL
- 7 EXISTING LANDSCAPE PLANTER
- 8 EXISTING BUILDING
- 9 EXISTING STAIRS
- 10 EXISTING COAXIAL CABLE TRAY, RUN PROPOSED CABLES IN EXISTING TRAY
- 11 EXISTING EQUIPMENT

Project No. 212122
APPROVED
EXHIBIT "A"

Approval Date SEPT 29, 2010
Permit No. Map No. 75A740



clearwire®

3781 CORLEY DRIVE, SUITE 100
SAN DIEGO, CA 92111

Booth & Suarez

ARCHITECTURE & PLANNING

10000 LA JOLLA VILLAGE DRIVE, SUITE 100, SAN DIEGO, CA 92121



SPORTS ARENA
SD34XC674/CA-SDG5184A
3300 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS

NO.	DATE	DESCRIPTION	BY
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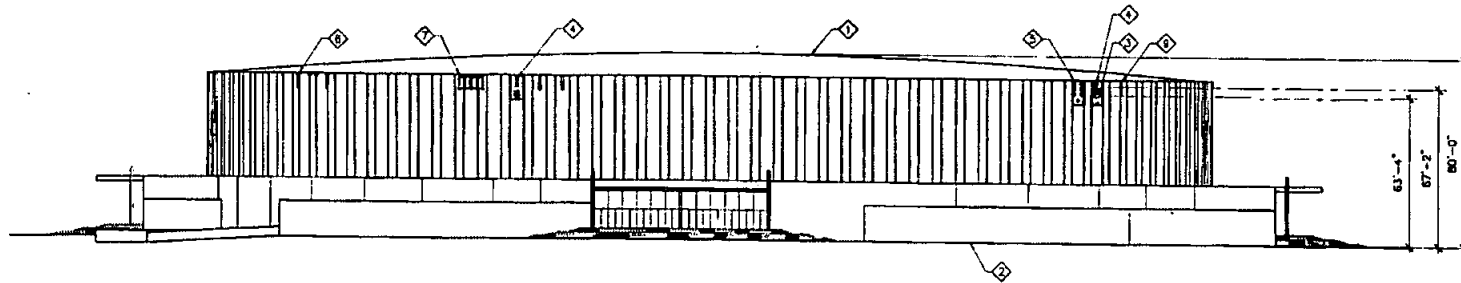
SHEET TITLE
EQUIPMENT PLAN

SHEET NUMBER

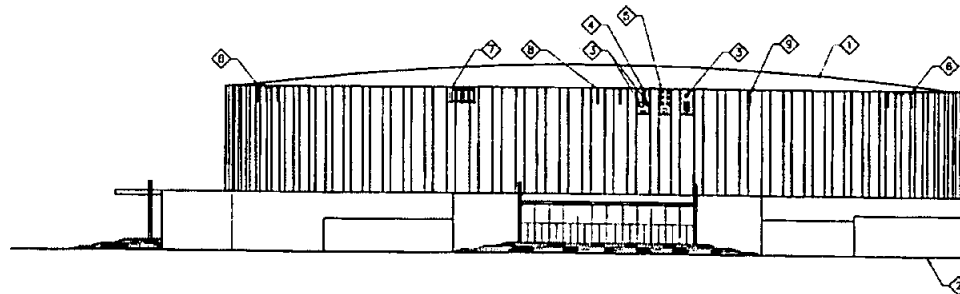
A-2

KEYED NOTES:

- ① EXISTING BUILDING
- ② EXISTING GRADE
- ③ PROPOSED CLEARWIRE DIRECTIONAL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- ④ PROPOSED CLEARWIRE PANEL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- ⑤ EXISTING SPRINT/MEXTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- ⑥ EXISTING AT&T PANEL ANTENNA (TYPICAL)
- ⑦ EXISTING VERIZON PANEL ANTENNA (TYPICAL)
- ⑧ EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)
- ⑨ EXISTING CRICKET PANEL ANTENNA (TYPICAL)



NORTH ELEVATION
SCALE: 1" = 80'-0"



EAST ELEVATION
SCALE: 1" = 80'-0"

Project No. 212122
APPROVED
EXHIBIT "A"
Approval Date: SEPT 29, 2010
Permit No. Map No. 754740

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BOOTH
SUAREZ
ARCHITECTURAL & PLANNING
10000 SAN VICENTE AVENUE, SUITE 100, SAN DIEGO, CA 92131
(619) 594-1000

SPORTS ARENA
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3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

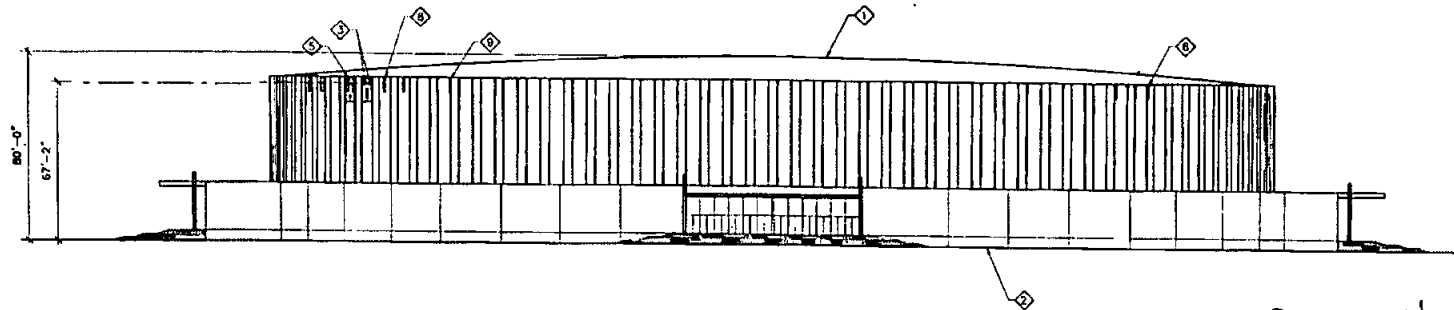
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6	09/29/10	ISSUED FOR PERMIT
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9	09/29/10	ISSUED FOR PERMIT

SHEET TITLE
EXTERIOR ELEVATIONS

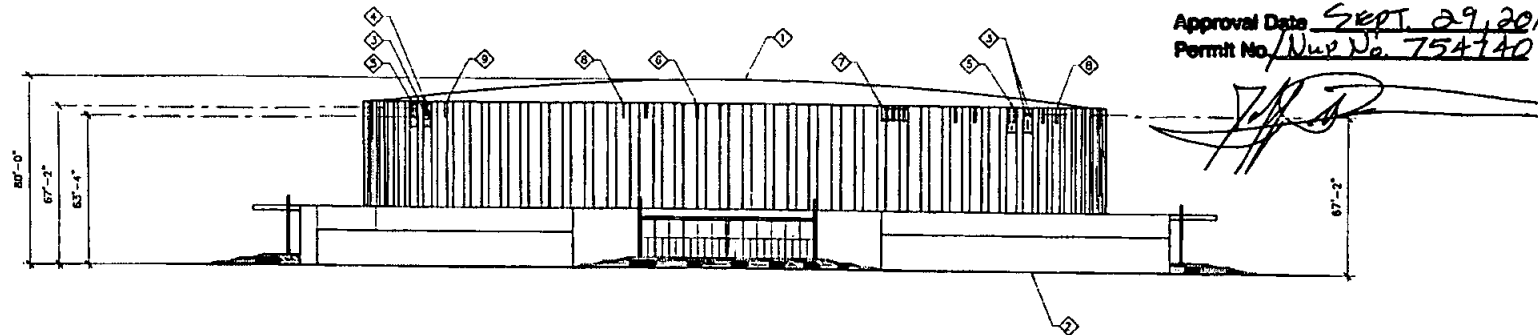
SHEET NUMBER
A-3

KEYED NOTES:

- ① EXISTING BUILDING
- ② EXISTING GRADE
- ③ PROPOSED CLEARWIRE DIRECTIONAL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- ④ PROPOSED CLEARWIRE PANEL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- ⑤ EXISTING SPRINT/NOTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- ⑥ EXISTING AT&T PANEL ANTENNA (TYPICAL)
- ⑦ EXISTING VERIZON PANEL ANTENNA (TYPICAL)
- ⑧ EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)
- ⑨ EXISTING CROCKET PANEL ANTENNA (TYPICAL)



SOUTH ELEVATION
SCALE: 1" = 80'-0"



WEST ELEVATION
SCALE: 1" = 80'-0"

PROJECT No. 212122
**APPROVED
EXHIBIT "A"**
Approval Date SEPT. 29, 2010
Permit No. / Use No. 754740

[Signature]

Sprint
Together with CLEARWIRE
clearwire®
8781 CORLEY DRIVE, SUITE 100
SAN DIEGO, CA 92111

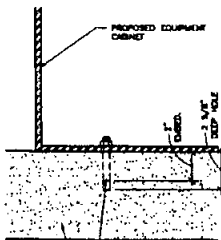
Booth
Starex &
ARCHITECTURE & PLANNING
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SAN DIEGO, CA 92101
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SPORTS ARENA
SD34XC674/CA-SDGS184A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS				
NO.	DATE	DESCRIPTION	BY	CHK
1	09/29/10	ISSUED FOR PERMIT REVIEW	MEG	
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SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A-3.1

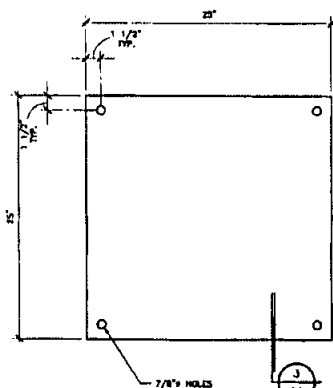


(1) 3/8" THICK CARBON STEEL PRE-BOLT 1/2" LONG ANCHORED WITH MINIMUM EMBEDMENT 2" INTO 3/8" PRE-DRILLED PILOT HOLE MINIMUM 1/2" DIA. GIP SPECIAL INSPECTION REQUIRED. LCC-41 (1038-1017)

EXISTING 1/2" THICK CONCRETE PAD

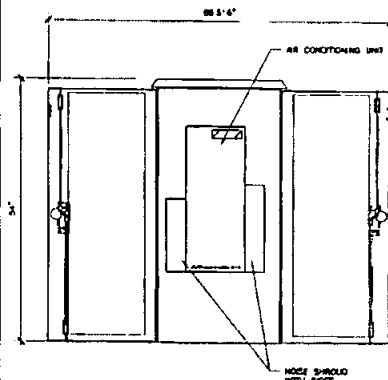
MOUNTING BOLT

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

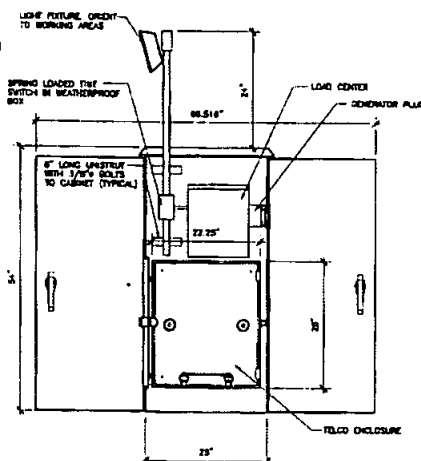


BOLTING PATTERN

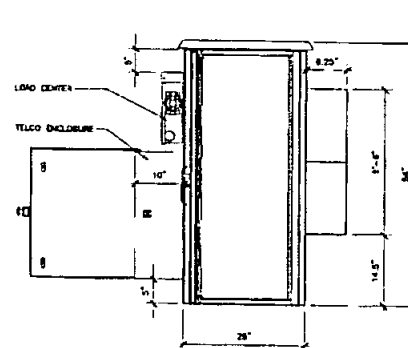
SCALE: 1" = 1'-0" 2



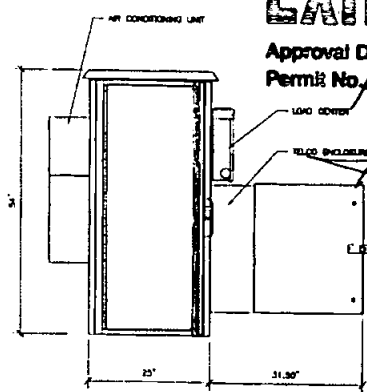
LEFT SIDE VIEW



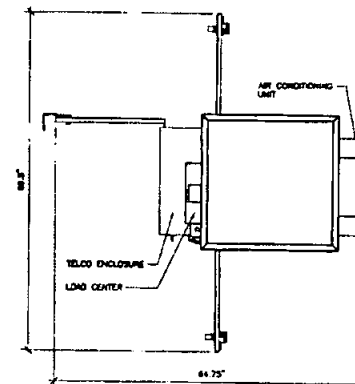
RIGHT SIDE VIEW



FRONT VIEW



REAR VIEW



ISOMETRIC VIEW

Project No. 2121224
APPROVED
EXHIBIT "A"
 Approval Date Sept. 29, 2010
 Permit No. NUP No. 754740

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 8781 COPLEY DRIVE, SUITE 100
 SAN DIEGO, CA 92111

Booth & Starnes
 ARCHITECTS & PLANNERS
 11000 W. CENTRAL AVENUE, SUITE 100
 SAN DIEGO, CA 92111

SPORTS ARENA
 SD34XC674/CA-SDG5184A
 3500 SPORTS ARENA BLVD.
 SAN DIEGO, CA 92110

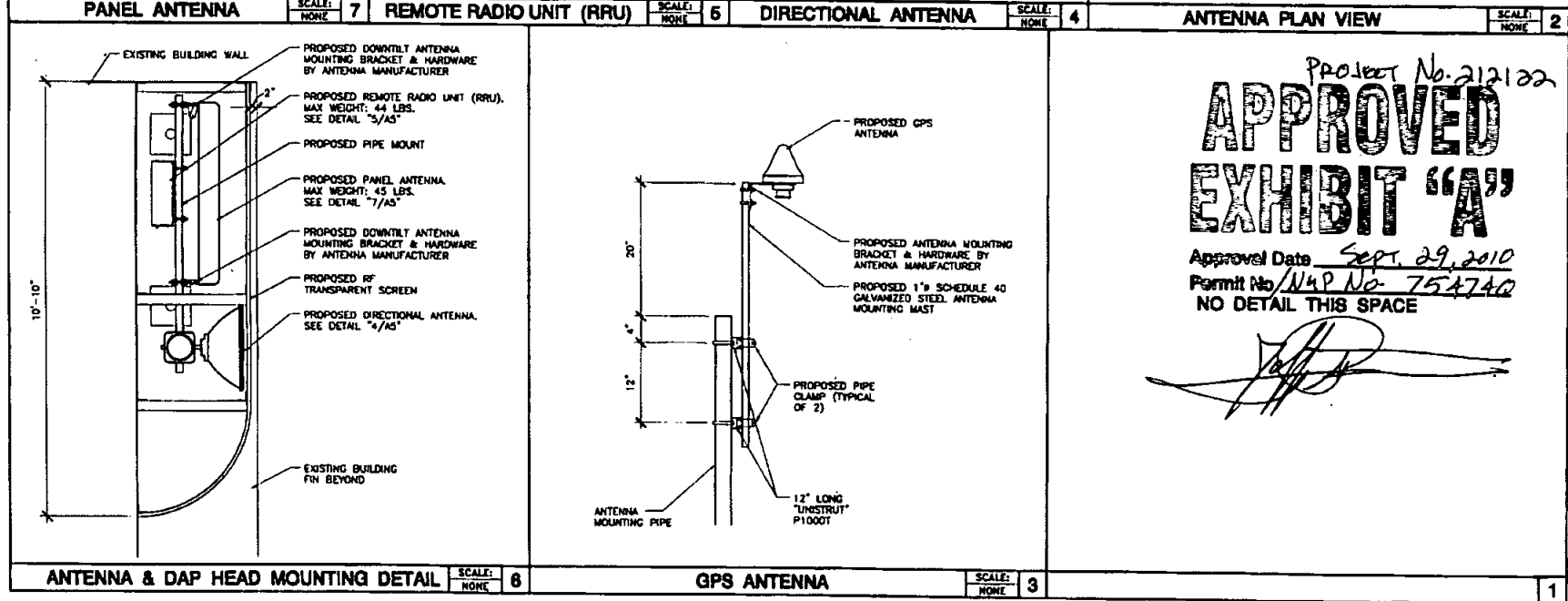
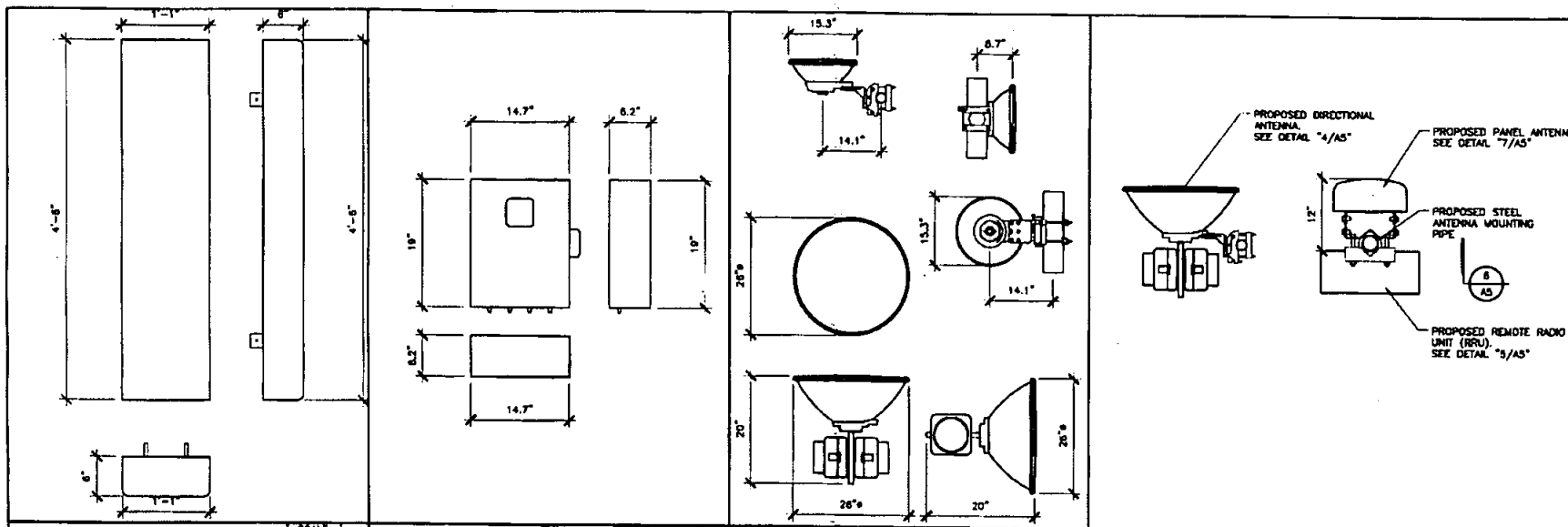
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10	10/10/10	ISSUED FOR PERMIT	REB

SHEET TITLE
 DETAILS

SHEET NUMBER
A-4

EQUIPMENT CABINET

SCALE: NONE 1



SPORTS ARENA

SD34XC674/CA-SDG5184A

3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	09/29/10	ISSUED FOR PERMIT	AS
2	09/29/10	ISSUED FOR PERMIT	AS
3	09/29/10	ISSUED FOR PERMIT	AS
4	09/29/10	ISSUED FOR PERMIT	AS
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7	09/29/10	ISSUED FOR PERMIT	AS
8	09/29/10	ISSUED FOR PERMIT	AS

SHEET TITLE
DETAILS

SHEET NUMBER
A-5

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

WHEN RECORDED MAIL TO

**PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501**

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON JUN 15, 2011
DOCUMENT NUMBER 2011-0304456
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 10:50 AM

INTERNAL ORDER NUMBER: 24000917

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NEIGHBORHOOD USE PERMIT NO. 754740
SPRINT CLEARWIRE SPORTS ARENA - PROJECT NO. 212122
DEVELOPMENT SERVICES DEPARTMENT**

This Neighborhood Use Permit No. 754740 is granted by the Development Service Department of the City of San Diego to the CITY OF SAN DIEGO, Owner and SPRINT NEXTEL CORPORATION and CLEARWIRE US LLC, Permittee, pursuant to San Diego Municipal Code [SDMC] Section 141.0420 and 126.0205. The site is located at 3500 Sports Arena Boulevard in the RM-2-5 and CC-3-4 Zones within North Bay Redevelopment Project Area, the Midway/Pacific Highway Corridor Community Plan Area, Community Plan Implementation Overlay Zone (CPIOZ) Area B, Coastal Height Limitation Overlay Zone, the Federal Aviation Administration (FAA) Part 77 Noticing Area for the San Diego International Airport (SDIA) and North Island Naval Air Station (NAS), the Airport Influence Area for the SDIA, Residential Tandem Parking Overlay Zone, Transit Area Overlay Zone, and Council District 2. The project site is legally described as Parcel 1: Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313, and 338 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the Office of the County Clerk of said County, in an action entitled "Steele vs. Steele," Superior Court Case No. 5620, together with a portion of Cass and McElwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of

371.52 feet to the True Point of Beginning; thence North $12^{\circ}36'14''$ East, a distance of 476.74 feet; thence North $36^{\circ}37'26''$ East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North $53^{\circ}27'34''$ West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South $36^{\circ}37'26''$ West along the Northwesternly line of Pueblo Lot 338; a distance of 233.40 feet to the most Easterly corner of said Lot "A," thence North $53^{\circ}27'44''$ West along the Northeasterly line of said Lot "A," a distance of 233.41 feet to the most Northerly corner of said Lot "A," thence South $36^{\circ}33'41''$ West along the Northwesternly line of said Lot "A," a distance of 74.98 feet to a point distant North $37^{\circ}33'41''$ East, 158.40 feet from the most Westerly corner of said Lot "A," thence North $53^{\circ}27'19''$ West, 233.43 feet to a point in the Northwesternly line of Pueblo Lot 339 distant South $36^{\circ}36'21''$ West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North $36^{\circ}36'21''$ East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North $53^{\circ}26'49''$ West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South $36^{\circ}32'31''$ West, a distance of 5.00 feet, North $53^{\circ}26'49''$ West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of $39^{\circ}03'30''$ an arc length of 204.51 feet; thence South $25^{\circ}51'31''$ West, a distance of 393.88 feet; thence South $12^{\circ}35'00''$ West, a distance of 968.25 feet said line which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South $77^{\circ}23'46''$ East, a distance 402.50 feet; thence North $12^{\circ}36'14''$ East, a distance of 150.00 feet; thence South $77^{\circ}23'46''$ East, a distance of 150.00 feet; thence South $12^{\circ}36'14''$ West, a distance of 150.00 feet; thence South $77^{\circ}23'46''$ East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2: Those portions of Pueblo Lots 241, 242, and 311 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North $77^{\circ}23'46''$ West, a distance of 725.59 feet to the True Point of Beginning; thence North $12^{\circ}36'14''$ East, a distance of 150.00 feet, thence North $77^{\circ}23'46''$ West, a distance of 150.00 feet; thence South $12^{\circ}36'14''$ West, a distance of 150.00 feet; thence South $77^{\circ}23'46''$ East, a distance of 150.00 feet to the True Point of Beginning.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee for a Wireless Communication Facility (WCF) described and identified by

size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated September 29, 2010, on file in the office of the Development Services Department.

The project shall include:

- a. Wireless Communication Facility (WCF) with 4 sectors containing a total of nine (9) panel antennas, six (6) microwave dishes, and the addition of one (1) equipment cabinet located within the equipment enclosure that contains six (6) existing equipment cabinets located on the ground floor along the eastern façade of the Sport Arena building. The existing and proposed antennas and microwave dishes shall be concealed behind new Fiberglass Reinforced Panels (FRP) screening/awnings located between the existing fins on the building façade as illustrated in the approved 'Exhibit A' dated September 29, 2010.
- b. Accessory improvements determined by the Development Services Department to be consistent with the land use and development standards in effect for this site per the adopted community plan, California Environmental Quality Act Guidelines, public and private improvement requirements of the City Engineer, the underlying zone(s), conditions of this Permit, and any other applicable regulations of the SDMC in effect for this site.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. This Neighborhood Use Permit (NUP) and corresponding use of this site shall **expire on September 29, 2020**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit unless the applicant of record files a new application for a facility which will be subject to compliance with all regulations in effect at the time.
3. No later than ninety (90) days prior to the expiration of this permit, the Permittee may submit a new application to the City Manager for consideration with review and a decision by the appropriate decision maker at that time. Failure to submit prior to the deadline will be cause for compliance, which may include penalties and fines.
4. Under no circumstances, does approval of this permit authorize Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Implicit use of this permit beyond the effective date of this permit is prohibited.

5. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:

- a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
- b. The Permit is recorded in the Office of the San Diego County Recorder.

6. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.

7. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.

8. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

9. Issuance of this Permit by the City of San Diego does not authorize the Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

10. The Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

11. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

12. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

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

discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

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

ENGINEERING REQUIREMENTS:

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

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

16. Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this development permit, may protest the imposition within 90 days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code 66020.

LANDSCAPE REQUIREMENTS:

17. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved landscape plans is damaged or removed during demolition or construction, it shall be repaired and/ or replaced in kind and equivalent size per the approved documents to the satisfaction of the City Manager within 30 days of damage.

PLANNING/DESIGN REQUIREMENTS:

18. Sprint/Nextel No. 99-0923-01 shall be null and void.
19. All conduits associated with this project shall be concealed inside the FRP screening/awnings and shall match the color of the existing building to the satisfaction of the Development Services Department.
20. All antennas associated with this project shall be located within and not extend beyond the FRP screening/awnings.
21. All FRP enclosures/awnings associated with this project shall not extend further than the existing fins on the building façade as illustrated in the approved 'Exhibit A.'
22. For removed or future antennas, no FRP screening/awnings and or exposed mounting apparatus shall remain on a building façade absent antennas.
23. At no point in time, shall the approved Permittee antennas located within the FRP screening/awnings be different in sizes (Length, width, or height) other than the ones shown on the approved 'Exhibit A.'
24. Final inspection shall not be granted until the final product conforms to the stamp approved plans and approved photosimulations.
25. Prior to the issuance of a construction permit, the telecommunication provider shall provide a certified cumulative radio frequency model study demonstrating compliance with the Federal Communications Commission's Radio Frequency Guidelines. All significant contributors to the ambient RF environment should be considered in the radio frequency model study.
26. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
27. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days.
28. Once this site is deemed complete from construction, Permittee is required to send a letter (Subject: Planning Inspection Project No. 212122) to the City of San Diego, Development Services Department requesting for a planning inspection. The site is officially deemed complete once the City Manager signs the letter. The applicant shall be provided with a copy of the signed letter for record purposes.

29. The Permittee is responsible for notifying the city prior to the sale or takeover of this site to any other provider or if the site is no longer operational resulting in the removal and the restoration of this site to its original condition.

30. The photosimulation(s) for the proposed project must be printed (not stapled) on the building plans. This is to ensure the construction team building the project is in compliant with approved the 'Exhibit A.'

31. Prior to issuance of construction permits, the applicant shall pay the Long Term Monitoring Fee in accordance with the Development Services Department Fee Schedule to cover the City's costs associated with implementation of permit compliance monitoring.

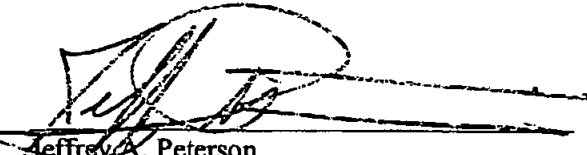
INFORMATION ONLY:

- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.
- Please note that an Administrative Planning Hold will be placed on the project prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at (619) 446-5237 to schedule an inspection of the completed facility. Please schedule this administrative inspection at least five working days ahead of the requested Final.

APPROVED by the DEVELOPMENT SERVICES DEPARTMENT of the City of San Diego on September 29, 2010 and Resolution Number CM-6141.

Permit Type/PTS Approval No.: NUP No. 754740
Date of Approval: September 29, 2010

AUTHENTICATED BY THE DEVELOPMENT SERVICES DEPARTMENT


Jeffrey A. Peterson
Development Project Manager

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

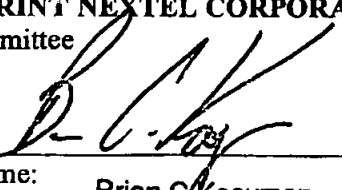
The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

CITY OF SAN DIEGO

Owner

By 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

SPRINT NEXTEL CORPORATION
Permittee

By 
Name: Brian C. Kooyman
Title: Manager, Real Estate

CLEARWIRE US LLC
Permittee

By 
Name: Anne Ford
Title: Market Manager

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

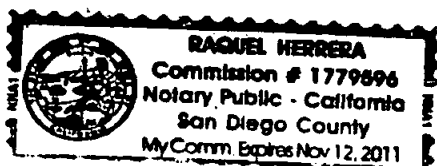
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On June 8, 2011 before me, Raquel Herrera, Notary Public

personally appeared Jeffrey A. Peterson



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

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

WITNESS my hand and official seal.

Signature

Raquel Herrera

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PTST# 210122

Document Date: 9-29-10 Number of Pages: 8

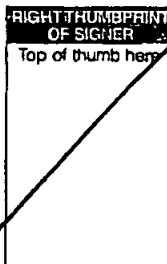
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1169

State of California

County of San Diego

On May 27, 2011 before me, Teresa Dolores Morse, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James F. Barwick
Name of Signer



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

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

WITNESS my hand and official seal.

Signature: Teresa Dolores Morse
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Telecom Permit - NUP # 754740 / Sprint Clewire # 212122

Document Date: September 29, 2010

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 7th Jan. 2011 before me, Debra O'Connell, notary public
(here insert name and title of the officer)

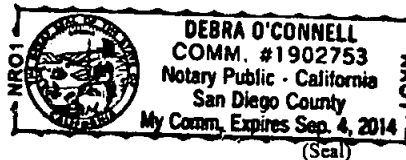
personally appeared Anne Louise Ford

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

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

WITNESS my hand and official seal.

Debra O'Connell
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Sports Arena
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 8 Document Date 9/29/10

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

market manager
(Title)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form; must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

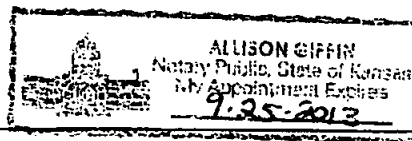
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

STATE OF Kansas

COUNTY OF Johnson

On 1-11-11, before me, Allison Giffin, Notary Public, personally appeared Brian C. Keaymer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Notary Public

Allison Giffin

My commission expires:

9-25-2013

DEVELOPMNT SERVICES DEPARTMENT RESOLUTION NO. CM-6141
NEIGHBORHOOD USE PERMIT NO. 754740
SPRINT CLEARWIRE SPORTS ARENA - PROJECT NO. 212122

WHEREAS, CITY OF SAN DIEGO, Owner and SPRINT NEXTEL CORPORATION and CLEARWIRE US LLC, Permittee, filed an application with the City of San Diego for a permit to Wireless Communication Facility (WCF) with 4 sectors containing a total of nine (9) panel antennas, six (6) microwave dishes, and the addition of one (1) equipment cabinet located within the equipment enclosure that contains six (6) existing equipment cabinets located on the ground floor along the eastern façade of the Sport Arena building. The existing and proposed antennas and microwave dishes shall be concealed behind new Fiberglass Reinforced Panels (FRP) screening/awnings located between the existing fins on the building façade (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 754740), on portions of a 95-acre site;

WHEREAS, the project site is located at 3500 Sports Arena Boulevard in the RM-2-5 and CC-3-4 Zones within North Bay Redevelopment Project Area, the Midway/Pacific Highway Corridor Community Plan Area, Community Plan Implementation Overlay Zone (CPIOZ) Area B, Coastal Height Limitation Overlay Zone, the Federal Aviation Administration (FAA) Part 77 Noticing Area for the San Diego International Airport (SDIA) and North Island Naval Air Station (NAS), the Airport Influence Area for the SDIA, Residential Tandem Parking Overlay Zone, Transit Area Overlay Zone, and Council District 2;

WHEREAS, the project site is legally described as Parcel 1: Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313, and 338 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the Office of the County Clerk of said County, in an action entitled "Steele vs. Steele," Superior Court Case No. 5620, together with a portion of Cass and McElwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of 371.52 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 476.74 feet; thence North 36°37'26" East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North 53°27'34" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36°37'26" West along the Northwesterly line of Pueblo Lot 338; a distance of 233.40 feet to the most Easterly corner of said Lot "A," thence North 53°27'44" West along the Northeasterly line of said Lot "A," a distance of 233.41 feet to the most Northerly corner of said Lot "A," thence South 36°33'41" West along the Northwesterly line of said Lot "A," a distance of

74.98 feet to a point distant North 37°33'41" East, 158.40 feet from the most Westerly corner of said Lot "A," thence North 53°27'19" West, 233.43 feet to a point in the Northwesterly line of Pueblo Lot 339 distant South 36°36'21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36°36'21" East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North 53°26'49" West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South 36°32'31" West, a distance of 5.00 feet, North 53°26'49" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39°03'30" an arc length of 204.51 feet; thence South 25°51'31" West, a distance of 393.88 feet; thence South 12°35'00" West, a distance of 968.25 feet said line which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance 402.50 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2: Those portions of Pueblo Lots 241, 242, and 311 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 725.59 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet, thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning;

WHEREAS, on September 29, 2010, the Development Services Department of the City of San Diego considered Neighborhood Use Permit No. 754740 pursuant to the Land Development Code of the City of San Diego;

WHEREAS, on September 10, 2010, the City of San Diego, as Lead Agency, through the Development Services Department, made and issued an Environmental Determination that the project is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et. seq.) under CEQA Guideline Section 15303; and there was no appeal of the Environmental Determination filed within the time period provided by San Diego Municipal Code Section 112.0520; NOW, THEREFORE,

BE IT RESOLVED by the Development Services Department of the City of San Diego as follows:

That the Development Services Department adopts the following written Findings, dated September 29, 2010.

FINDINGS:

Neighborhood Use Permit (NUP) - Section 126.0205

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

The project site is located at 3500 Sports Arena Boulevard in the RM-2-5 and CC-3-4 Zones within North Bay Redevelopment Project Area, the Midway/Pacific Highway Corridor Community Plan Area (MPHCCP), Community Plan Implementation Overlay Zone (CPIOZ) Area B, Coastal Height Limitation Overlay Zone, the Federal Aviation Administration (FAA) Part 77 Noticing Area for the San Diego International Airport (SDIA) and North Island Naval Air Station (NAS), the Airport Influence Area for the SDIA, Residential Tandem Parking Overlay Zone, Transit Area Overlay Zone. The community plan designates a portion of the site for Residential Use-Medium Density 29 dwelling units per acre (DU/AC), Neighborhood Commercial Use, Multiple Use, and a portion for Canal/Open Space. The MPHCCP does not contain specific policies on WCF development.

The City of San Diego General Plan recommends that all WCFs minimize visual impacts by concealing wireless facilities in existing structures when possible. It also recommends that these facilities be aesthetically pleasing and respectful to the neighborhood context and to conceal mechanical equipment and devices associated with wireless facilities in underground vaults or unobtrusive structures. The existing and proposed antennas will be concealed behind Fiberglass Reinforced Panels (FRP) screening/awnings located between the existing fins on the building façade, and the existing and proposed equipment will be located within an existing equipment enclosure along the eastern side of the building.

The project meets all applicable regulations and policy documents, and is consistent with the recommended land use, design guidelines, and development standards in effect for this site per the WCF Regulations, the Communication Antenna Regulations, the Land Development Code (LDC), MPHCCP, and the General Plan. Therefore, the proposed development would not adversely affect the applicable land use plan.

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

The Telecommunication Act of 1996 preempts local governments from regulating the "placement, construction and modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emissions to the extent that such facilities comply with the Federal Communication Commission's (FCC) standards

for such emissions.” To insure that the FCC standards are being met, a condition has been added to the permit to require the owner/permittee to submit a Radio Frequency Study to staff prior to the Building Permit issuance.

3. The proposed development will comply with the applicable regulations of the Land Development Code.

The project complies with all applicable development regulations of the LDC and the City of San Diego Communication Antenna Regulations (LDC Section 141.0420). This section of the code requires all wireless communication facilities to be minimally visible through the use of architecture, landscape architecture and siting solutions. The existing and proposed antennas shall be concealed behind FRP screening/awnings located between the existing fins on the building façade, concealing the mounting brackets and the wires. The associated existing and proposed equipment will be located within an existing equipment enclosure along the eastern side of the building, not visible from the public perspective. The project is located on a non-residential use within a Residential Zone where the antennas associated with the WCF are located more than 100 feet from the property line and as such, requires a Neighborhood Use Permit pursuant to LDC Section 141.0420(d)(2). No deviations from the development regulations or variances are requested with this application. Therefore, the project is in full compliance with the applicable regulations of the LDC.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Development Services Department, Neighborhood Use Permit No. 754740 is hereby GRANTED by the Development Services Department to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 754740, a copy of which is attached hereto and made a part hereof.



Jeffrey A. Peterson
Development Project Manager
Development Services

Adopted on: September 29, 2010

Job Order No. 24000917



THE CITY OF SAN DIEGO

January 10, 2012

Anne Wulftange Regan
DePratti Incorporated
(Agent Representing Sprint Nextel)
10183 Avenida Magnifica
San Diego, CA 92131

Sent via e-mail only to: anne.wulftange@gmail.com

Dear Mrs. Regan:

Subject: Sprint Nextel Sport Arena; Approval of the Substantial Conformance Review
Project No. 245613; Internal Order No. 24002011
Located at: 3500 Sports Arena Boulevard, San Diego, CA 92110

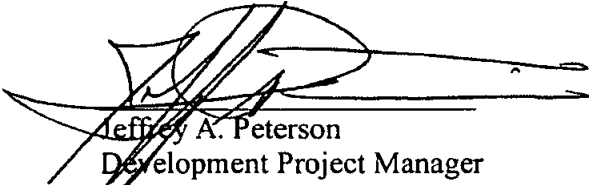
The Development Services Department has completed and APPROVED a (Process 1) Substantial Conformance Review (SCR) for the subject project. Your request for substantial conformance for the proposed modifications was described in your application to the Development Services Department. The SCR was determined to be consistent with the objectives, standards, guidelines and conditions of the previously approved Permit.

The purpose of this letter is to summarize the subject SCR review. The approved modifications include flat bottom of the Fiberglass Reinforced Panel (FRP) screens and connection details for the installation of the Sprint Nextel antennas. The requested changes to the previously approved Exhibits "A" for this project have been determined by City Staff to be consistent with the general intent, terms and conditions of approved (Process 2) Neighborhood Use Permit (NUP) No. 754740 as well as any other applicable regulations, development standards and guidelines of the Municipal Code in effect for this site. All applicable and relevant conditions and findings of approval as specified in the approved Neighborhood Use Permit (NUP) No. 754740, shall remain in full effect for this site, unless otherwise specified by the Development Services Department.

A copy of this letter and stamped plans will be retained in the SCR file with an additional copy placed in original Project File No. 212122. If you have any questions, I may be reached by telephone at (619) 446-5237 or via e-mail at JAPeterson@sandiego.gov.

Page 2
Sprint Nextel Sport Arena
Project No. 245613
January 10, 2012

Sincerely,



Jeffrey A. Peterson
Development Project Manager
Development Services Department

Enclosure:

1. Approved SCR Plans
2. Approved SCR Photosimulations

cc: File No. 245613
Previous File No. 212122

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

WHEN RECORDED MAIL TO

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 24000917

NEIGHBORHOOD USE PERMIT NO. 754740
SPRINT CLEARWIRE SPORTS ARENA - PROJECT NO. 212122
DEVELOPMENT SERVICES DEPARTMENT

This Neighborhood Use Permit No. 754740 is granted by the Development Service Department of the City of San Diego to the CITY OF SAN DIEGO, Owner and SPRINT NEXTEL CORPORATION and CLEARWIRE US LLC, Permittee, pursuant to San Diego Municipal Code [SDMC] Section 141.0420 and 126.0205. The site is located at 3500 Sports Arena Boulevard in the RM-2-5 and CC-3-4 Zones within North Bay Redevelopment Project Area, the Midway/Pacific Highway Corridor Community Plan Area, Community Plan Implementation Overlay Zone (CPIOZ) Area B, Coastal Height Limitation Overlay Zone, the Federal Aviation Administration (FAA) Part 77 Noticing Area for the San Diego International Airport (SDIA) and North Island Naval Air Station (NAS), the Airport Influence Area for the SDIA, Residential Tandem Parking Overlay Zone, Transit Area Overlay Zone, and Council District 2. The project site is legally described as Parcel 1: Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313, and 338 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the Office of the County Clerk of said County, in an action entitled "Steele vs. Steele," Superior Court Case No. 5620, together with a portion of Cass and McElwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of

371.52 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 476.74 feet; thence North 36°37'26" East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North 53°27'34" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36°37'26" West along the Northwesternly line of Pueblo Lot 338; a distance of 233.40 feet to the most Easterly corner of said Lot "A," thence North 53°27'44" West along the Northeasterly line of said Lot "A," a distance of 233.41 feet to the most Northerly corner of said Lot "A," thence South 36°33'41" West along the Northwesternly line of said Lot "A," a distance of 74.98 feet to a point distant North 37°33'41" East, 158.40 feet from the most Westerly corner of said Lot "A," thence North 53°27'19" West, 233.43 feet to a point in the Northwesternly line of Pueblo Lot 339 distant South 36°36'21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36°36'21" East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North 53°26'49" West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South 36°32'31" West, a distance of 5.00 feet, North 53°26'49" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39°03'30" an arc length of 204.51 feet; thence South 25°51'31" West, a distance of 393.88 feet; thence South 12°35'00" West, a distance of 968.25 feet said line which is parallel with and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance 402.50 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2: Those portions of Pueblo Lots 241, 242, and 311 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 725.59 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet, thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee for a Wireless Communication Facility (WCF) described and identified by

size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated September 29, 2010, on file in the office of the Development Services Department.

The project shall include:

- a. Wireless Communication Facility (WCF) with 4 sectors containing a total of nine (9) panel antennas, six (6) microwave dishes, and the addition of one (1) equipment cabinet located within the equipment enclosure that contains six (6) existing equipment cabinets located on the ground floor along the eastern façade of the Sport Arena building. The existing and proposed antennas and microwave dishes shall be concealed behind new Fiberglass Reinforced Panels (FRP) screening/awnings located between the existing fins on the building façade as illustrated in the approved 'Exhibit A' dated September 29, 2010.
- b. Accessory improvements determined by the Development Services Department to be consistent with the land use and development standards in effect for this site per the adopted community plan, California Environmental Quality Act Guidelines, public and private improvement requirements of the City Engineer, the underlying zone(s), conditions of this Permit, and any other applicable regulations of the SDMC in effect for this site.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. This Neighborhood Use Permit (NUP) and corresponding use of this site shall **expire on September 29, 2020**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit unless the applicant of record files a new application for a facility which will be subject to compliance with all regulations in effect at the time.
3. No later than ninety (90) days prior to the expiration of this permit, the Permittee may submit a new application to the City Manager for consideration with review and a decision by the appropriate decision maker at that time. Failure to submit prior to the deadline will be cause for compliance, which may include penalties and fines.
4. Under no circumstances, does approval of this permit authorize Permittee to utilize this site for wireless communication purposes beyond the permit expiration date. Implicit use of this permit beyond the effective date of this permit is prohibited.

5. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:

- a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
- b. The Permit is recorded in the Office of the San Diego County Recorder.

6. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.

7. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.

8. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.

9. Issuance of this Permit by the City of San Diego does not authorize the Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

10. The Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

11. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

12. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

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

discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

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

ENGINEERING REQUIREMENTS:

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

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

16. Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this development permit, may protest the imposition within 90 days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code 66020.

LANDSCAPE REQUIREMENTS:

17. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved landscape plans is damaged or removed during demolition or construction, it shall be repaired and/ or replaced in kind and equivalent size per the approved documents to the satisfaction of the City Manager within 30 days of damage.

PLANNING/DESIGN REQUIREMENTS:

18. Sprint/Nextel No. 99-0923-01 shall be null and void.
19. All conduits associated with this project shall be concealed inside the FRP screening/awnings and shall match the color of the existing building to the satisfaction of the Development Services Department.
20. All antennas associated with this project shall be located within and not extend beyond the FRP screening/awnings.
21. All FRP enclosures/awnings associated with this project shall not extend further than the existing fins on the building façade as illustrated in the approved 'Exhibit A.'
22. For removed or future antennas, no FRP screening/awnings and or exposed mounting apparatus shall remain on a building façade absent antennas.
23. At no point in time, shall the approved Permittee antennas located within the FRP screening/awnings be different in sizes (Length, width, or height) other than the ones shown on the approved 'Exhibit A.'
24. Final inspection shall not be granted until the final product conforms to the stamp approved plans and approved photosimulations.
25. Prior to the issuance of a construction permit, the telecommunication provider shall provide a certified cumulative radio frequency model study demonstrating compliance with the Federal Communications Commission's Radio Frequency Guidelines. All significant contributors to the ambient RF environment should be considered in the radio frequency model study.
26. All equipment, including transformers, emergency generators and air conditioners belonging to the Permittee shall be designed and operated consistent with the City noise ordinance. Ventilation openings shall be baffled and directed away from residential areas. Vibration resonance of operating equipment in the equipment enclosures shall be eliminated.
27. All facilities and related equipment shall be maintained in good working order and free from trash, debris, graffiti and designed to discourage vandalism. Any damaged equipment shall be repaired or replaced within thirty (30) calendar days.
28. Once this site is deemed complete from construction, Permittee is required to send a letter (Subject: Planning Inspection Project No. 212122) to the City of San Diego, Development Services Department requesting for a planning inspection. The site is officially deemed complete once the City Manager signs the letter. The applicant shall be provided with a copy of the signed letter for record purposes.

29. The Permittee is responsible for notifying the city prior to the sale or takeover of this site to any other provider or if the site is no longer operational resulting in the removal and the restoration of this site to its original condition.

30. The photosimulation(s) for the proposed project must be printed (not stapled) on the building plans. This is to ensure the construction team building the project is in compliant with approved the 'Exhibit A.'

31. Prior to issuance of construction permits, the applicant shall pay the Long Term Monitoring Fee in accordance with the Development Services Department Fee Schedule to cover the City's costs associated with implementation of permit compliance monitoring.

INFORMATION ONLY:

- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.
- Please note that an Administrative Planning Hold will be placed on the project prior to Final Clearance from the City's Building Inspector to ensure compliance with the approved plans and associated conditions. Prior to calling for your Final Inspection from your building inspection official, please contact the Project Manager listed below at (619) 446-5237 to schedule an inspection of the completed facility. Please schedule this administrative inspection at least five working days ahead of the requested Final.

APPROVED by the DEVELOPMENT SERVICES DEPARTMENT of the City of San Diego on September 29, 2010 and Resolution Number CM-6141.

Permit Type/PTS Approval No.: NUP No. 754740
Date of Approval: September 29, 2010

AUTHENTICATED BY THE DEVELOPMENT SERVICES DEPARTMENT

Jeffrey A. Peterson
Development Project Manager

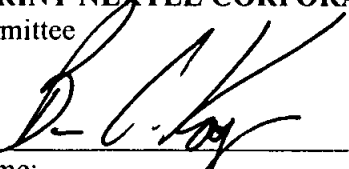
**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

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

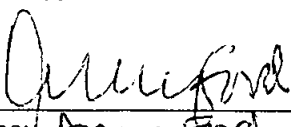
CITY OF SAN DIEGO
Owner

By 
Name: _____
Title: _____

SPRINT NEXTEL CORPORATION
Permittee

By 
Name: _____
Title: Brian C. Kooyman
Manager Real Estate

CLEARWIRE US LLC
Permittee

By 
Name: Anne Ford
Title: Market Manager

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

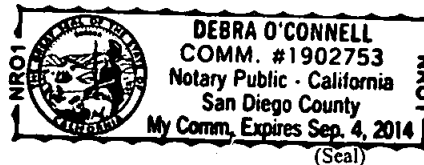
On 7th Jan. 2011 before me, Debra O'Connell, notary public
(here insert name and title of the officer)
personally appeared Anne Louise Ford

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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Sports Arena
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 8 Document Date 9/29/10

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

market manager
(Title)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

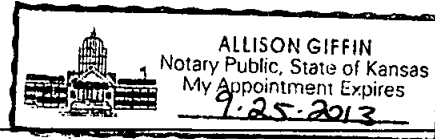
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

STATE OF Kansas

COUNTY OF Johnson

On 1-11-11, before me, Allison Giffin, Notary Public, personally appeared Brian C. Kooyman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Notary Public

Allison Giffin

My commission expires: 9-25-2013

SPORTS ARENA
SD34XC674/CA-SDG5184A

3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

PROJECT INFORMATION

PROJECT DESCRIPTION:

CLEARWIRE PROPOSES TO INSTALL (3) PANEL ANTENNAS (PREVIOUSLY APPROVED) AND ADD (8) DIRECTIONAL ANTENNAS TO AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY FOR A TOTAL OF (15) ANTENNAS. THE ANTENNAS SHALL BE PIPE MOUNTED TO THE EXISTING BUILDING BEHIND NEW RF TRANSPARENT SCREENS. A NEW EQUIPMENT CABINET MOUNTED INSIDE AN EXISTING EQUIPMENT ENCLOSURE IS ALSO PROPOSED.

APPLICANT:

CLEARWIRE
5761 COPLEY DRIVE, SUITE 100
SAN DIEGO, CA 92111
CONTACT: ANNE FORD
PHONE: (619) 454-1839

PROPERTY OWNER:

SAN DIEGO SPORTS ARENA
1220 ROSECRANS STREET, SUITE 324
SAN DIEGO, CA 92107
CONTACT: SEAM BERNHAW/RINCON TOWERS
PHONE: (619) 643-00825

CODE INFORMATION:

ZONING CLASSIFICATION: CC-3-4/RM-2-5

OVERLAY ZONES:

NORTH BAY REDEVELOPMENT PROJECT AREA
NORTH BAY/PACIFIC HIGHWAY CORRIDOR COMMUNITY PLAN AREA
CPIOZ AREA B
COASTAL HEIGHT LIMITATION OVERLAY ZONE
FEDERAL AVIATION ADMINISTRATION (FAA) PART 77 NOTICING
AREA FOR THE SAN DIEGO INTERNATIONAL AIRPORT (SDIA)
AND NORTH ISLAND NAVAL AIR STATION (NAS)
AIRPORT INFLUENCE AREA FOR THE SDIA
RESIDENTIAL TANDEM PARKING OVERLAY ZONE
TRANSIT AREA OVERLAY ZONE
COUNCIL DISTRICT 2

JURISDICTION: CITY OF SAN DIEGO

BUILDING CODE: 2007 CBC

EXISTING CONSTRUCTION TYPE: V-B

EXISTING OCCUPANCY: B

PROPOSED OCCUPANCY: NONE (OUTDOOR EQUIPMENT ONLY)

EXISTING USE: SPORTS ARENA/TELECOMMUNICATIONS FACILITY

PROPOSED USE: TELECOMMUNICATIONS FACILITY

POWER COMPANY:

SDG&E
PHONE: 1-800-336-7343

SITE LOCATION: (BASED ON NAD 83):

LATITUDE: 32.7553° N

LONGITUDE: -117.2121° W

TOP OF STRUCTURE AGL: 70'-0"

BASE OF STRUCTURE AMSL: 12'-0"

AREA OF PARCEL:

37.7 ACRES

PROJECT AREA:

8 S.F. LEASE AREA

DATE OF CONSTRUCTION:

1966

PARCEL NUMBER(S):

760-102-85

PROJECT LEAD:

CONTACT: KENT BECKER, WESTOWER
PHONE: (658) 692-5973

SITE ACQUISITION:

CONTACT: STEPHANIE VALDEZ, WESTOWER
PHONE: (619) 417-9926

PLANNING:

CONTACT: MARK BERLIN, WESTOWER
PHONE: (658) 922-0237

CONSTRUCTION:

CONTACT: MICHAEL ARENSON, WESTOWER
PHONE: (619) 650-3474

RF ENGINEER:

CONTACT: MICHAEL ZELLER, CLEARWIRE
PHONE: (760) 272-0023

BH ENGINEER:

CONTACT: VALENTINE ARHILAM
PHONE: (248) 212-4233

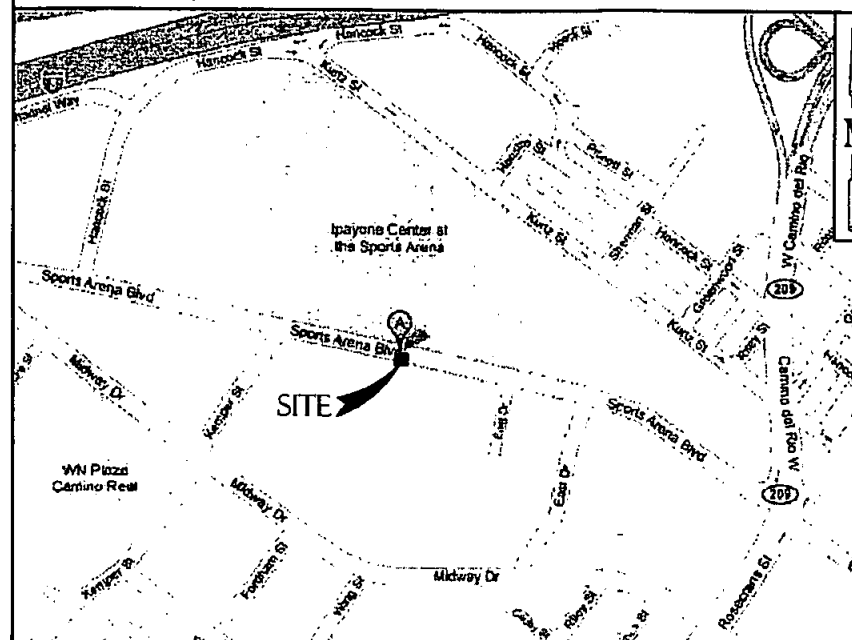
EXISTING CARRIERS:

SPRINT/NEXTEL
AT&T
VERIZON
CRICKET
T-MOBILE

GENERAL INFORMATION:

1. PARKING REQUIREMENTS ARE UNCHANGED.
2. TRAFFIC IS UNAFFECTED.
3. NO COMMERCIAL SIGNAGE IS PROPOSED.
4. NO ADDITIONAL IMPERVIOUS AREA IS PROPOSED.

VICINITY MAP



DRIVING DIRECTIONS

FROM THE CLEARWIRE OFFICE AT 5761 COPLEY DRIVE, SUITE 100, SAN DIEGO, CA 92111:

- START OUT GOING EAST ON COPLEY DRIVE TOWARD HICKMAN FIELD DRIVE (0.0 MILES)
- TURN RIGHT ONTO HICKMAN FIELD DRIVE (0.4 MILES)
- TURN LEFT ONTO CONVOY COURT (0.3 MILES)
- TURN RIGHT ONTO SHAWLINE STREET (0.1 MILES)
- TURN RIGHT ONTO CLAREMONT MESA BOULEVARD
- MERGE ONTO I-805 S (1.8 MILES)
- MERGE ONTO CA-163 S TOWARD DOWNTOWN (3.4 MILES)
- MERGE ONTO I-8 W VIA EXIT 3B (2.1 MILES)
- MERGE ONTO CAMINO DEL RIO W/CA-209 S TOWARD ROSECRANS STREET (0.9 MILES)
- TURN SLIGHT RIGHT ONTO SPORTS ARENA BOULEVARD (0.4 MILES)
- END AT 3500 SPORTS ARENA BOULEVARD

APPROVAL	DATE	SIGNATURE
CLEARWIRE:		
LANDLORD:		
CW CONST:		
SITE ACC:		
PLANNING:		
C.M.:		
BACKHAUL:		
R.F.:		

REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED

DRAWING INDEX

- T-1 TITLE SHEET
T-2 NOTES & SPECIFICATIONS
T-3 LEGAL DESCRIPTION
T-4 LESSEE'S CERTIFICATE
- A-0 SITE PLAN
A-1 ROOF PLAN
A-1.1 ANTENNA PLANS
A-2 EQUIPMENT PLAN
A-3 EXTERIOR ELEVATIONS
A-3.1 EXTERIOR ELEVATIONS
A-4 EQUIPMENT DETAILS
A-5 ANTENNA DETAILS

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA BUILDING CODE, TITLE 24, 2007 EDITION
CALIFORNIA PLUMBING CODE, 2007 EDITION
CALIFORNIA MECHANICAL CODE, 2007 EDITION
CALIFORNIA ELECTRICAL CODE, 2007 EDITION
CALIFORNIA FIRE CODE, 2007 EDITION
CALIFORNIA ENERGY CODE, 2007 EDITION

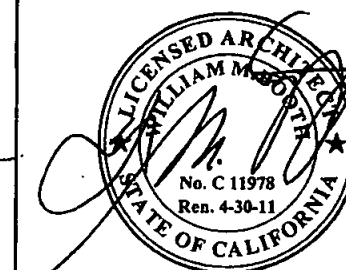
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

ABBREVIATIONS

A/C	AIR CONDITIONING	HORZ	HORIZONTAL	PLYWD	PLYWOOD
AGL	ABOVE FINISH GRADE	HR	HEIGHT	PROJ	PROJECT
APPROX	APPROXIMATELY	HT	HEATING	PROP	PROPERTY
		HVAC	VENTILATION	PT	PRESSURE TREATED
BLDG	BUILDING		AIR CONDITIONING	REQ	REQUIRED
BLK	BLOCKING			RM	ROOM
				RO	ROUGH OPENING
CLG	CEILING	ID	INSIDE DIAMETER		
CLR	CLEAR	IN	INCH		
CONC	CONCRETE	INFO	INFORMATION	SHT	SHEET
CONST	CONSTRUCTION	INSUL	INSULATION	SIM	SIMILAR
CONT	CONTINUOUS	INT	INTERIOR	SPEC	SPECIFICATION
		IBC	INTERNATIONAL BUILDING CODE	SF	SQUARE FOOT
DBL	DOUBLE			SS	STAINLESS STEEL
DIA	DIAMETER			STL	STEEL
DWG	DRAWING	LBS	POUNDS	STRUCT	STRUCTURAL
DW	DOWN			STD	STUD
DET	DETAIL	MAX	MAXIMUM	SUSP	SUSPENDED
DWG	DRAWING	MECH	MECHANICAL		
EA	EACH	MTL	METAL	THRU	THROUGH
ELEV	ELEVATION	MFR	MANUFACTURER	TIND	TINNED
ELEC	ELECTRICAL	MGR	MANAGER	TYP	TYPICAL
EQ	EQUAL	MIN	MINIMUM		
EQUIP	EQUIPMENT	MISC	MISCELLANEOUS	UNO	UNLESS NOTED OTHERWISE
EXT	EXTERIOR	NA	NOT APPLICABLE	VERT	VERTICAL
		NIC	NOT IN CONTRACT	VIF	VERIFY IN FIELD
FIN	FINISH	NTS	NOT TO SCALE		
FLO	FLOOR			W/	WITH
FT	FOOT	OC	ON CENTER	W/O	WITHOUT
		OD	OUTSIDE DIAMETER	WP	WATERPROOF
GA	GALVE				
GALV	GALVANIZED				
GC	GENERAL CONTRACTOR				
GRND	GROUND				
GYP BD	GYPSONUM WALL BOARD				

FAA, TITLE 14, PART 77
EXEMPTION

"I WILLIAM M. BOOTH DO HEREBY CERTIFY THAT THE STRUCTURE(S) OR MODIFICATION TO EXISTING STRUCTURE(S) SHOWN ON THESE PLANS DO NOT REQUIRE FEDERAL AVIATION ADMINISTRATION NOTIFICATION BECAUSE PER SECTION 77.15 (a) OF TITLE 14 OF THE CODE OF FEDERAL REGULATIONS (CFR) PART 77, NOTIFICATION IS NOT REQUIRED."

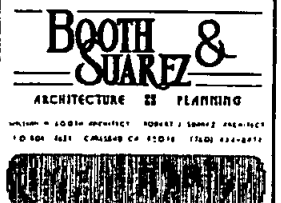


LEGAL DESCRIPTION

SEE SHEET T-3

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



SPORTS ARENA
SD34XC674/CA-SDG5184A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS				
NO.	DATE	DESCRIPTION	INITIAL	REVIEW
1	07/20/09	DRAWING REVIEW	REW	
2	08/14/09	100% CD	Job	
3	02/15/10	REVISED 100% CD	rew	
4	03/31/10	REVISED ANTENNAS	rew	
5	04/09/10	ADD ANTENNA PLANS	rew	
6	04/28/10	REVISED SCREENS	rew	
7	07/23/10	PLANNING COMMENTS	rew	
8	08/02/10	PLANNING COMMENTS 2	rew	

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

PROJECT TEAM

PROJECT ARCHITECT

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GENERAL SPECIFICATIONS

- THE LATEST EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" ARE INCLUDED IN THESE SPECIFICATIONS AS IF COMPLETELY REPRODUCED HEREIN.
- THIS FACILITY IS AN UNOCCUPIED PCS TELECOMMUNICATIONS SITE AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS PARTICIPATING SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL FIELD CONDITIONS AFFECTING THE PROPOSED PROJECT INCLUDING DEMOLITION, ELECTRICAL, MECHANICAL AND STRUCTURAL INSTALLATIONS, AS WELL AS WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS AND SHALL CONFIRM THAT THE PROJECT CAN BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. SHOULD ANY ERRORS, OMISSIONS, OR DISCREPANCIES BE FOUND, THE GENERAL CONTRACTOR SHALL IMMEDIATELY NOTIFY CLEARWIRE CONSTRUCTION MANAGER AND THE ARCHITECT IN WRITING. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL INCLUDE THE MORE COSTLY OR EXTENSIVE WORK IN THE BID, UNLESS SPECIFICALLY DIRECTED OTHERWISE. IF A DISCREPANCY EXISTS AND THE PROJECT MANAGER AND ARCHITECT ARE NOT NOTIFIED, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR OR CORRECT ALL PROBLEMS THAT RESULT.
- DRAWINGS SHALL NOT BE SCALED. THESE DRAWINGS ARE INTENDED TO BE DIAGRAMMATIC ONLY. FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE AND DETAIL DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. CONTRACTOR SHALL CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD, UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS, OR BEGIN ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAS BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.
- THE CONTRACTOR SHALL INCLUDE IN HIS OR HER BID ALL MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE THE WORK AS INDICATED OR IMPLIED BY THESE DRAWINGS.
- CONTRACTOR SHALL NOTIFY THE CLEARWIRE CONSTRUCTION MANAGER, THE PROPERTY OWNER AND THE ARCHITECT IF ANY DETAILS ARE CONSIDERED IMPRACTICAL, UNSUITABLE, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO ANY DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUDED AS PART OF THE WORK.
- EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE CLEARWIRE CONSTRUCTION MANAGER AND THE ARCHITECT SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL VERIFY ALL TELEPHONE & RADIO EQUIPMENT LAYOUTS, SPECIFICATIONS, PERFORMANCE, INSTALLATION AND FINAL LOCATIONS WITH CLEARWIRE CONSTRUCTION MANAGER PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ERICSSON RADIO SYSTEMS.
- ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE CLEARWIRE CONSTRUCTION MANAGER AND THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO CLEARWIRE.
- THE CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION WHILE ANY SUBCONTRACTORS OR WORKMEN ARE ON THE SITE AND SHALL SUPERVISE AND DIRECT ALL WORK, USING HIS BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED, AND SHALL MEET OR EXCEED THE FOLLOWING MINIMUM REFERENCE STANDARDS FOR QUALITY AND PROFESSIONAL CONSTRUCTION PRACTICE:

NRCA	NATIONAL ROOFING CONTRACTORS ASSOCIATION O'HARE INTERNATIONAL CENTER 10255 W. HIGGINS ROAD, SUITE 600 ROSEMONT, IL 60018
SMACNA	SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION 4201 LAFAYETTE CENTER DRIVE CHANTILLY, VA 20151-1209
ILP	INTERNATIONAL INSTITUTE FOR LATH AND PLASTER 520 TRANSFER ROAD ST. PAUL, MN 55114-1406
- INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- THE CONTRACTOR SHALL VERIFY, COORDINATE, AND PROVIDE ALL NECESSARY BLOCKING, BRACING, FRAMING, HANGERS OR OTHER SUPPORTS FOR ALL ITEMS REQUIRING THE SAME.
- THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL GIVE ALL NOTICES AND SHALL COMPLY WITH ALL APPLICABLE LOCAL CODES, REGULATIONS, LAWS AND ORDINANCES AS WELL AS STATE DEPARTMENT OF INDUSTRIAL REGULATIONS AND DIVISION OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS.
- THE CONTRACTOR SHALL PROTECT THE PROPERTY OWNERS, AND CLEARWIRE PROPERTY FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING FINISHES, CONSTRUCTION, STRUCTURE, LANDSCAPING, CURBS, STAIRS, OR EQUIPMENT, ETC. SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF CLEARWIRE, AND THE PROPERTY OWNER, OR THE OWNER'S REPRESENTATIVE, AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL REPLACE OR REMEDY, ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN ONE YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK BY CLEARWIRE UNDER THIS CONTRACT.
- IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, OR CONTACT AN OUTSIDE AGENCY TO LOCATE ALL EXISTING UTILITIES. WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE PROJECT SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED AND ACCEPTED BY CLEARWIRE.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE PROPERTY OWNER, CLEARWIRE, AND THE CITY OR GOVERNING AGENCY.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REDLINING THE CONSTRUCTION DOCUMENTS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. THIS SHALL BE DONE AFTER THE SITE HAS BEEN AWARDED FINAL INSPECTION BY THE RESPONSIBLE BUILDING AGENCY. ONE SET OF REDLINED DRAWINGS SHALL BE PROVIDED TO THE CLEARWIRE CONSTRUCTION MANAGER.
- THE LATEST EDITION OF ALL PERMITTED AND APPROVED PLANS PERTAINING TO THIS PROJECT SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY ANY WORKERS. ALL CONSTRUCTION SETS SHALL REFLECT THE SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.
- THE CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A DAILY BASIS, EXCEPT FOR THAT SPECIFIED AS REMAINING THE PROPERTY OF THE BUILDING OR PROPERTY OWNER AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION, INCLUDING FINAL CLEAN-UP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A BROOM CLEAN CONDITION AT THE END OF EACH DAY AND VACUUM CLEAN CONDITION, FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE AT COMPLETION OF WORK.
- THE GENERAL CONTRACTOR MUST PERFORM WORK DURING PROPERTY OWNER'S PREFERRED HOURS TO AVOID DISRUPTION OF NORMAL ACTIVITY.
- ALL EXPOSED METAL SHALL BE HOT-DIPPED GALVANIZED.
- SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHAL APPROVED MATERIALS IF AND WHERE APPLICABLE TO THIS FACILITY AND PROJECT SITE.
- PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA CONSTRUCTION.
- ELECTRICAL POWER SYSTEM SHALL BE GROUNDED PER CEC ARTICLES 250 AND 810.
- ALL NEW OPENINGS IN THE EXTERIOR ENVELOPE OF CONDITIONED SPACES SUCH AS AT WALL AND ROOF PENETRATIONS SHALL BE CAULKED OR SEALED TO LIMIT INFILTRATION OF AIR AND MOISTURE.
- UPON COMPLETION OF CONSTRUCTION, CLEARWIRE CONSTRUCTION MANAGER SHALL CONDUCT A WALK-THRU WITH PROPERTY OWNER OR REPRESENTATIVE OF PROPERTY OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEM EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY CLEARWIRE.
- INSTALL ALL EQUIPMENT AND MATERIALS PER THE LATEST EDITION OF THE MANUFACTURER'S INSTALLATION SPECIFICATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATION TAKE PRECEDENCE.

ROOFING & WATERPROOFING NOTES:

- CONTRACTOR SHALL CONTACT BUILDING OWNER TO DETERMINE IF ROOF IS UNDER WARRANTY. CONTRACTOR SHALL GUARANTEE THAT ANY AND ALL NEW ROOFING WORK MEETS THE SPECIFICATION OF ANY EXISTING ROOFING WARRANTIES SUCH THAT THE WARRANTY IS NOT MADE INVALID AS A RESULT OF THIS WORK. IF IT IS DETERMINED THAT THE ARCHITECT'S DETAILING IS INADEQUATE OR INFERIOR OR IF ANY OTHER DISCREPANCY IS FOUND, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CLEARWIRE PROJECT MANAGER AND THE ARCHITECT IN WRITING. ULTIMATELY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE ORIGINAL ROOF MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR SHALL USE METHODS & MATERIALS SIMILAR AND COMPATIBLE WITH EXISTING MATERIALS & CONDITIONS FOR ROOF PATCHING, NEW PENETRATIONS, ETC.
- THE CONTRACTOR SHALL PROPERLY SEAL ALL NEW ROOF & BUILDING ENVELOPE PENETRATIONS SUCH THAT THE INTEGRITY OF THE ORIGINAL BUILDING ASSEMBLY AND ALL APPLICABLE WARRANTIES ARE MAINTAINED.
- IF IT IS DEEMED NECESSARY TO REMOVE EXISTING FINISHES AND / OR MATERIALS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONSTRUCTING FINISHES AND MATERIALS TO LIKE-NEW CONDITION. CONTRACTOR SHALL MAINTAIN THE ORIGINAL COLORS TEXTURES & FINISHES UNLESS SPECIFICALLY NOTED TO THE CONTRARY OR APPROVED BY THE CLEARWIRE CONSTRUCTION MANAGER IN ADVANCE.
- AT THE CLEARWIRE CONSTRUCTION MANAGER'S DIRECTION, THE CONTRACTOR SHALL PROVIDE ROOFTOP WALKPADS TO ALL NEW EQUIPMENT INCLUDING ANTENNAS AND BITS UNITS AND ALONG COAX CABLE ROUTING. ON CONVENTIONAL ROOFING, THE WALK PADS SHALL BE "DUCK BOARDS" AS MANUFACTURED BY APC OR EQUAL. ON SPECIAL ROOFING SYSTEMS SUCH AS SINGLE MEMBRANE ROOFS WILL REQUIRE A SPECIFIC PRODUCT AS NOTED ON PLANS OR AS REQUIRED BY NOTES 1 & 2 ABOVE.

PENETRATION AT FIRE-RATED ASSEMBLIES

- AT THE CLEARWIRE PROJECT MANAGER'S DIRECTION, THE CONTRACTOR SHALL PROVIDE "HILT" HIGH PERFORMANCE FIRESTOP SYSTEM #FS601 AT ALL FIRE-RATED PENETRATIONS INSTALLED PER MANUFACTURER'S LATEST INSTALLATION SPECIFICATIONS
- ALL PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES SHALL BE CONSTRUCTED SO AS TO MAINTAIN AN EQUAL OR GREATER FIRE RATING

PAINTING NOTES & SPECIFICATIONS

- GENERAL
 - ALL PAINT PRODUCT LINES SHALL BE SHERWIN WILLIAMS UNLESS SPECIFICALLY NOTED TO THE CONTRARY.
 - CONTRACTOR SHALL PREPARE ALL SURFACES AND APPLY ALL FINISHES PER LATEST EDITION OF MANUFACTURER'S SPECIFICATIONS.
 - COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS REGARDING SURFACES. DRYING TIME BETWEEN COATS WITH PROVISIONS AS RECOMMENDED BY MANUFACTURER FOR EXISTING WEATHER CONDITIONS.
 - FINISH COLOR AND TEXTURE OF ALL PAINTED SURFACES SHALL MATCH EXISTING ADJACENT SURFACES UNLESS OTHERWISE NOTED.
 - ALL PAINT MATERIAL DATA SHEETS SHALL BE PROVIDED TO THE CLEARWIRE CONSTRUCTION MANAGER.
 - PREPARE PREVIOUSLY PAINTED SURFACE BY LIGHT SANDING WITH 400 GRIT SANDPAPER AND NON-HYDROCARBON WASH. PREPARE GALVANIZED SURFACES BY ACID ETCH OR SOLVENT CLEANING IN ACCORDANCE WITH SSPC-SP1.
 - FURNISH DROP CLOTHS, SHIELDS, MASKING, AND PROTECTIVE METHODS TO PREVENT SPRAY OR DROPPINGS FROM DAMAGING ADJACENT SURFACES AND FACILITIES.
 - APPLY PAINT BY AIRLESS SPRAY, SANDING LIGHTLY BETWEEN EACH SUCCEEDING ENAMEL COAT ON FLAT SURFACES. APPLY MATERIAL TO ACHIEVE A COATING NO THINNER THAN THE DRY FILM THICKNESS INDICATED.
 - APPLY BLOCK FILLER TO CONCRETE BLOCK CONSTRUCTION AT A RATE TO ENSURE COMPLETE COVERAGE WITH PORES COMPLETELY FILLED.
 - CONTRACTOR SHALL CORRECT RUNS, SPOTS, MISSES, AND OTHER DEFECTS INCLUDING INADEQUATE COVERAGE AS DIRECTED BY THE CLEARWIRE CONSTRUCTION MANAGER. REPAINT AS NECESSARY TO ACHIEVE SURFACES WHICH ARE SMOOTH, EVENLY COATED WITH UNIFORM SHEEN AND FREE FROM BLEMISHES.
- PAINTING SCOPE
 - PAINT THE FOLLOWING MATERIALS AND SYSTEMS CHECKED BELOW WITH THE COATING SYSTEM INDICATED.

PAINTING SCOPE				
SURFACE TO BE PAINTED	COATING SYSTEM	PRIME	DO NOT PAINT	N/A
BITS UNIT	C1			
ALL EQUIPMENT & CABINETS OTHER THAN THE BITS UNIT	C1			
ANTENNA COWLS, TILT BRACKETS, MOUNTING BRACKETS AND ASSOCIATED HARDWARE. ONLY PAINT COAT COVERS EXPOSED TO VIEW EXPOSED CORNERS AND EDGES.	C1			
FLASHING UNITS, METAL TRIM, AND OTHER METAL SURFACES	C2			
CEMENTITIOUS TYPE FINISH SYSTEMS	C2			
PLYWOOD LUMBER (DO NOT PAINT) INCLUDING THE BACK SIDE OF ALL SCREENWALLS	C1			
CONCRETE POLES	C2			
DRYWALL	C2			
METAL POLES AND METAL POLE STAND-OFF	C1			
- COATING SYSTEM SPECIFICATIONS
 - DTM ACRYLIC COATING (SERIES B66) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO COATS OVER DTM BONDING PRIMER (B66A50).
 - 100 % ACRYLIC LATEX COATING EQUIVALENT TO A-100 (SERIES A-82) BY SHERWIN WILLIAMS CO. 1 MIL DFT PER COAT APPLIED IN TWO COATS OVER SPECIFIED PRIMER
- PAINT & PRIMER

ANTENNAS	
PRIMER -	KEM AQUA E51-W525
TOPCOAT -	COROTHANE II B65W200/B60V22
BITS CABINET	
PRIMER -	KEM AQUA E51-W525
TOPCOAT -	COROTHANE II B65W200/B60V22
COAXIAL JUMPER CABLES	
PRIMER -	AS REQUIRED FOR ADHESION, APPLY ONE COAT OF KEM AQUA WATER REDUCED PRIMER B61W25 REDUCED 25%
TOPCOAT -	2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
RAW STEEL	
PRIMER -	KEM BOND HS B65W24, DMT ACRYLIC PRIMER
TOPCOAT -	2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
GALVANIZED METAL	
ACID ETCH WITH COMMERCIAL ETCH OR VINEGAR PRIMER COAT AND FINISH COAT (GALVITE HIGH SOLIDS OR DTM PRIMER/FINISH)	
STAINLESS STEEL	
PRIMER -	DTM WASH PRIMER, B71Y1
TOPCOAT -	2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
PRE-PRIMED STEEL	
TOUCH UP ANY RUST OR UN-PRIMED STEEL WITH KEM BOND HS, S50W24	
ALUMINUM & COPPER	
PRIMER -	DTM WASH PRIMER, B71Y1
TOPCOAT -	2 COATS COROTHANE II POLYURETHANE B65W200/B60V2
CONCRETE MASONRY (NEW)	
PRIMER -	PRO MAR EXTERIOR BLOCK FILLER
TOPCOAT -	2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH
CONCRETE STUCCO (EXISTING)	
PRIMER -	PRO MAR MASONRY CONDITIONER B-46-W21000
TOPCOAT -	SUPERPAINT A-80 SERIES A-89 SATIN A-84 GLOSS
WOOD	
PRIMER -	A-100 EXTERIOR ALKYL WOOD PRIMER Y-24W20
TOPCOAT -	2 COATS A-100 LATEX HOUSE & TRIM, SHEEN TO MATCH ADJACENT SURFACES
GLU-LAM BEAMS	
PRIMER -	A-100 EXTERIOR ALKYL WOOD PRIMER Y-24W20 TWO COATS SHOP APPLIED PER GLU-LAM MANUFACTURER'S SPECIFICATIONS
TOPCOAT -	SUPERPAINT A-80 SERIES A-89 SATIN A-84 GLOSS, TWO COATS SHOP OR FIELD APPLIED AT CONTRACTOR'S OPTION
FIELD CUTS / DAMAGE (PRIOR TO PRIME & PAINT)	
FIRST & SECOND COAT -	CURPROX CLEAR WOOD PRESERVATIVE #158-0356
ALL PENETRATIONS INTO FINISHED GLU-LAMS SHALL BE CAULKED WITH "SIKAFLEX" SEALANT	
STEEL TOUCH UP	
STEEL THAT HAS BEEN WELDED, CUT OR SCRATCHED IN THE FIELD SHALL BE TOUCHED UP WITH COLD GALVANIZED PAINT	

STRUCTURAL SPECIFICATIONS

- GENERAL
 - PRECEDENCE: UNLESS OTHERWISE NOTED OR SPECIFIED IN THESE DRAWINGS, THE FOLLOWING GENERAL NOTES SHALL APPLY. INFORMATION ON THESE DRAWINGS SHALL HAVE THE FOLLOWING PRECEDENCE:
 - ALL DIMENSIONS TO TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
 - NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
 - MATERIAL NOTES AND SPECIFICATIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS.
 - OTHER TRADES: SEE OTHER SHEETS IN THESE DRAWINGS FOR INFORMATION AND DIMENSIONS NOT SHOWN THAT MAY BE NEEDED TO PROPERLY COMPLETE THIS FOUNDATION WORK.
 - SIMILAR DETAILS: CONSTRUCTION DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS.
 - SHORING: IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ALL TEMPORARY BRACING AND SHORING TO INSURE THE SAFETY OF THE WORK UNTIL IT IS IN ITS COMPLETED FORM. THIS INCLUDES UNDERPINNING EXISTING FOOTINGS WHERE APPLICABLE.
 - MEANS & METHODS: THESE DRAWINGS AND ASSOCIATED DETAILS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION UNLESS SPECIFICALLY NOTED OTHERWISE.
 - WATERPROOFING: WATERPROOFING AND DRAINAGE, DETAILS AND SPECIFICATIONS, ALTHOUGH SOMETIMES SHOWN ON STRUCTURAL DRAWINGS ARE FOR GENERAL INFORMATION PURPOSES ONLY. ARCHITECTURAL WATERPROOFING DETAILS, WHERE APPLICABLE APPEAR ELSEWHERE IN THESE DRAWINGS.
 - STEEL
 - ALL STRUCTURAL STEEL SECTIONS AND WELDED PLATE MEMBERS SHALL CONFORM TO ASTM A-36 AND BE FABRICATED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AISC.
 - ALL BOLTS SHALL CONFORM TO ASTM A-307 UNLESS OTHERWISE NOTED ON PLANS. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A-325.
 - STEEL PIPE COLUMNS SHALL BE GRADE "B" CONFORMING TO ASTM A53.
 - STEEL TUBING SHALL BE GRADE "B" CONFORMING TO ASTM A500.
 - ALL WELDING SHALL BE DONE BY THE SHIELDED ARC METHOD. ALL WELDERS SHALL BE PROPERLY QUALIFIED AND BE PRE-APPROVED. SURPLUS METAL SHALL BE DRESSED OFF TO SMOOTH, EVEN SURFACES WHERE WELDS ARE NOT EXPOSED TO VIEW. ALL WELDING SHALL COMPLY WITH THE LATEST A.W.S. SPECIFICATIONS.
 - THE FOLLOWING WELDING EQUIPMENT MUST BE USED:
 - 250 AMP FUSES
 - ROD OVENS
 - GRINDERS
 - NO BUZZ BOXES SHALL BE USED.
 - ALL STRUCTURAL STEEL SHALL HAVE MILL CERTIFICATION. MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR EXAMINATION BY THE DESIGN ENGINEER AND THE CITY INSPECTOR.
 - ALL HIGH STRENGTH BOLTS SHALL HAVE MILL CERTIFICATION. MILL CERTIFICATION SHALL BE KEPT ON THE JOB SITE FOR EXAMINATION BY THE CITY INSPECTOR.
 - STEEL THAT HAS BEEN WELDED, CUT OR SCRATCHED IN THE FIELD SHALL BE TOUCHED UP WITH COLD GALVANIZED PAINT.
 - WELDING INDICATED IN THESE DRAWINGS IS DESIGNED FOR ONE HALF OF ALLOWABLE CODE STRESSES UNLESS SPECIFICALLY NOTED "FULL STRESS" AT END OF WELD SYMBOL.
 - CONCRETE

LOCATION	STRENGTH	WEIGHT	SUMP	ADMIXTURE
A. MONOPOLE FOUNDATION	4000psi	150pcf	4"	NONE
B. SLAB AND FOOTING	2500psi	150pcf	4"	NONE

 - INSPECTION: CONCRETE WITH SPECIFIED STRENGTH GREATER THAN 2500psi SHALL BE CONTINUOUSLY INSPECTED DURING PLACEMENT BY A DEPUTY INSPECTOR EMPLOYED BY A TESTING LABORATORY APPROVED BY THE BUILDING DEPARTMENT.
 - REBAR GRADES: REINFORCING STEEL SHALL BE CLEAN PREFORMED BARS CONFORMING TO ASTM A615 AS FOLLOWS:

#4 & SMALLER BARS.....	GRADE 40
#5 & LARGER BARS.....	GRADE 60
ALL BARS AT CAISSON FOOTING.....	GRADE 60
 - CEMENT:

FOOTINGS & SLABS: TYPE II, LOW ALKALI, CONFORMING TO ASTM C-150
PIER & CAISSON FOOTINGS: TYPE V, LOW ALKALI, CONFORMING TO ASTM C-150
SEE CONCRETE AN SOIL SULFATE CONTENT NOTES ELSEWHERE ON THIS SHEET
 - AGGREGATE: AGGREGATE USED IN THE CONCRETE SHALL CONFORM TO ASTM C-33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. THE MAXIMUM SIZE AGGREGATE IN CONCRETE WORK SHALL BE THE FOLLOWING:

FOOTINGS, PAD & SLABS 9" THICK OR LESS: 3/4" GRAVEL
PIER CAISSON FOOTINGS: 1" GRAVEL
 - WATER: SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNT OF ACIDS, ALKALIS, ORGANIC MATERIALS AND SHALL BE SUITABLE FOR HUMAN CONSUMPTION.
 - MIXING: PREPARATION OF CONCRETE SHALL CONFORM TO ASTM C-94. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT UNLESS APPROVED BY A TESTING AGENCY.
 - SEGREGATION OF AGGREGATES: CONCRETE SHALL NOT BE FLOPPED THROUGH REINFORCING STEEL (AS IN WALLS, COLUMNS, CAISSON, AND DROP CAPITALS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. USE HOPPERS, CHUTES, TRUNKS OR PUMP HOSE SO THAT THE FREE UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FEET.
 - SPICES OF REINFORCING STEEL SHALL BE LAPPED A MINIMUM OF 30 DIAMETERS OR AS SPECIFICALLY DETAILED ON DRAWINGS AND SECURELY WIRE TOGETHER. SPICES OF ADJACENT REINFORCING BARS SHALL BE STAGGERED WHEREVER POSSIBLE.
 - REINFORCING BAR CLEARANCE: UNLESS SPECIFICALLY NOTED OTHERWISE, CONCRETE COVERAGE FOR REINFORCING BARS TO FACE OF BAR SHALL BE AS NOTED BELOW. MINIMUM COVERAGE FOR JOISTS, BEAMS, GIRDERS AND COLUMNS SHALL BE TO FACE OF STIRRUPS OR TIES.

A. CONCRETE IN CONTACT WITH EARTH, UNFORMED:	3"
B. CONCRETE IN CONTACT WITH EARTH, FORMED:	2"
C. WALL, EXTERIOR FACE:	1-1/2"
D. WALL, INTERIOR FACE:	1"
E. STRUCTURAL SLABS:	3/4"
F. JOISTS:	3/4"
G. BEAMS, GIRDERS AND COLUMNS:	1-1/2"
 - PENETRATIONS: NO SLEEVES OR CHASES SHALL BE PLACED IN BEAMS, SLABS, WALLS AND COLUMNS, EXCEPT THOSE SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL SLEEVES OR CHASES. ALL PLUMBING, ELECTRICAL, AND MECHANICAL OPENINGS SHALL BE IN SLEEVES. CORING IS NOT ALLOWED UNLESS PRIOR APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.
 - EMBEDDED ITEMS & ANCHORS: ALL ANCHOR BOLTS, REINFORCING STEEL, DOWELS, INSERTS, ETC. SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE. NO REPOSITIONING DURING CONCRETE POUR IS PERMITTED.
 - ANCHORING: ALL ANCHOR BOLTS, REINFORCING STEEL, DOWELS, INSERTS, ETC., SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE. NO REPOSITIONING DURING CONCRETE POUR IS ALLOWED.
 - CURING: SLABS SHALL BE SPRAYED WITH A CURING COMPOUND IMMEDIATELY AFTER FINISHING. CURING COMPOUNDS USED ON CONCRETE WHERE TILE OR FLOOR COVERING IS TO BE BONDED TO THE CONCRETE SURFACE SHALL BE APPROVED BY THE TILE OR FLOOR COVERING MANUFACTURER. KEEP SLAB WET FOR A 7 DAY MINIMUM PERIOD.
 - CONSOLIDATION: ALL CONCRETE SHALL BE VIBRATED AS IT IS BEING PLACED WITH ELECTRICALLY OPERATED VIBRATING EQUIPMENT.
- TIMBER
 - ALL FRAMING LUMBER FOR 4X AND LARGER BEAMS SHALL BE NO. 1 GRADE DOUGLAS FIR, S4S, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
 - ALL FRAMING LUMBER FOR 3X RAFTERS AND JOISTS SHALL BE NO. 2 GRADE DOUGLAS FIR, S4S, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
 - STRIPPING, BLOCKING, BACKING AND OTHER NON-STRUCTURAL LUMBER SHALL BE NO. 2 OR STD & 5/8" GRADE DOUGLAS FIR, S4S, 2X4 STUD WALLS SHALL BE D.F. STANDARD & BTR.
 - ALL BEAMS, JOISTS AND RAFTERS SHALL BE INSTALLED WITH CROWN SIDE UP.
 - ROOF PLYWOOD SHALL HAVE A SPAN INDEX RATIO 32/16. EDGE NAIL WITH 8d AT 6" O.C. UNLESS NOTED OTHERWISE ON PLANS. FIELD NAIL WITH 8d AT 12" O.C.
 - PLYWOOD SHEETS SHALL BE LAID WITH THE FACE GRAIN PERPENDICULAR TO SUPPORTS AND WITH THE EDGES STAGGERED, UNLESS NOTED OTHERWISE ON THE PLANS.
 - PLYWOOD SHALL BE GRADE MARKED BY DFPA, TECO, OR PTL AND SHALL CONFORM TO PS 1-83.
 - THE MAXIMUM MOISTURE CONTENT OF ALL LUMBER SHALL NOT EXCEED 19% AT THE TIME OF INSTALLATION.
 - MINIMUM NAILING SHALL COMPLY WITH TABLE 2304.9.1 OF THE 2007 CBC. ALL NAILS SHALL BE COMMON WIRE NAILS.
 - ALL BOLTS SHALL HAVE STANDARD CUT WASHERS UNDER HEADS AND/OR NUTS WHERE IN CONTACT WITH WOOD.
 - LAG BOLTS SHALL BE SCREWED INTO PLACE, NOT DRIVEN. LAG BOLTS SHALL BE INSTALLED IN PRE-DRILLED HOLES WITH A DIAMETER EQUAL TO 75% DIAMETER OF BOLT.
 - CONNECTORS: ALL SHEET METAL FRAMING CONNECTORS SHOWN IN THE PLANS SHALL BE "STRONG-TIE" CONNECTORS AS MANUFACTURED BY THE SIMPSON COMPANY. SUBSTITUTIONS MAY BE MADE WHEN APPROVED BY THE STRUCTURAL ENGINEER.
 - ALL LUMBER EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY OR CONCRETE SHALL BE WOLMANIZED PRESSURE TREATED LUMBER OR A NATURALLY DECAY RESISTANT LUMBER SUCH AS REDWOOD OR CEDAR.
 - ALASKAN YELLOW CEDAR GLUE-LAMINATED BEAMS (GLB'S)
 - LUMBER SPECIES: ALASKAN YELLOW CEDAR (A.C.) CONFORMING TO 20F-V12
 - STRENGTH PROPERTIES:

F _b BOTTOM FIBER BENDING STRESS	2000psi MIN
F _b TOP FIBER BENDING STRESS	1000psi MIN
F _v SHEAR STRESS	190psi MIN
F _c COMPRESSION STRESS PERPENDICULAR TO GRAIN	560psi MIN
E MODULUS OF ELASTICITY	1400ksi MIN
 - CHAMBER TO RADIUS OF 1600" U.O.N.
 - ALL GLB'S SHALL BE FABRICATED WITH EXTERIOR GLUE
 - MANUFACTURE OF GLB'S SHALL CONFORM TO THE CBC
 - GLU-LAM MATERIAL SHALL BE IN ACCORDANCE WITH ANSI/ATC A190.1 AND ASTM D3777.

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ARCHITECTURE ■ PLANNING

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100 BOE 4657, CALHOUN, CA 92018 (760) 434-6474

SPORTS ARENA
SD34XC674/CA-SDG5184.A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
1	07/20/06	DRAWING REVIEW	REW
2	08/14/06	100% ZD	job
3	02/15/10	REVISED 100% ZD	rew
4	03/31/10	REVISED ANTENNAS	mtf
5	04/09/10	ADD ANTENNA PLANS	rew
6	04/28/10	REVISED SCREENS	mtf
7	07/03/10	PLANNING COMMENTS	rew
8	08/02/10	PLANNING COMMENTS 2	rew

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER

T-2

EXHIBIT "A"
SITE LEGAL DESCRIPTION

Parcel 1:

Portions of Pueblo Lots 241, 242, 259, 276, 311, 312, 313 and 338 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, together with Lot "A" and a portion of Lot "B" of Pueblo Lot 339, according to Partition Map thereof on file in the office of the County Clerk of said County, in an action entitled "Steele vs. Steele", Superior Court, Case No. 5620, together with a portion of Cass and McElwee Subdivision, according to Map thereof No. 1581, filed in the Office of the County Recorder of San Diego County, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Frontier Street, (now Sports Arena Boulevard) as described in deed to Frontier Enterprises, Inc., recorded March 5, 1941, in Book 1143, page 320 of Official Records of San Diego County; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles to the Northerly line of said Sports Arena Boulevard; thence South 77°23'46" East, a distance of 371.52 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 476.74 feet; thence North 36°37'26" East, a distance of 246.89 feet to the Northeasterly line of said Pueblo Lot 338; thence North 53°27'34" West, a distance of 25.00 feet to the most Northerly corner of said Pueblo Lot 338; thence South 36°37'26" West along the Northwestern line of Pueblo Lot 338, a distance of 233.40 feet to the most Easterly corner of said Lot "A"; thence North 53°27'44" West along the Northeasterly line of said Lot "A"; a distance of 233.41 feet to the most Northerly corner of said Lot "A"; thence South 36°33'41" West along the Northwestern line of said Lot "A", a distance of 74.98 feet to a point distant North 37°33'41" East, 158.40 feet from the most Westerly corner of said Lot "A"; thence North 53°27'19" West, 233.43 feet to a point in the Northwestern line of Pueblo Lot 339 distant South 36°36'21" West, 308.33 feet from the most Northerly corner of said Pueblo Lot 339; thence North 36°36'21" East along the Northeasterly line of Pueblo Lot 339, a distance of 301.33 feet to a line which is parallel with and 7.00 feet Southwesterly to and measured at right angles to the Northerly prolongation of the Northeasterly line of said Pueblo Lot 339; thence along said parallel line North 53°26'49" West, a distance of 786.16 feet to a point in the Southeasterly line of Kurtz Street as dedicated by Resolution No. 197563 of the Council of City of San Diego, a copy of which was recorded July 30, 1969 as File/Page No. 137836 of Official Records; thence along boundary of said Kurtz Street as follows:

South 36°32'31" West, a distance of 5.00 feet; North 53°26'49" West, a distance of 307.00 feet to the beginning of a 300.00 foot radius curve, concave Southwesterly; and Westerly along the arc of said curve to and along the Southerly line of Hancock Street dedicated by said Resolution, through a central angle of 39°03'30" an arc length of 204.51 feet; thence South 25°51'31" West, a distance of 393.88 feet; thence South 12°35'00" West, a distance of 968.25 feet to said line which is parallel with

3 of 4 Pages

and 15.00 feet Northerly of the Northerly line of Frontier Street; thence along said parallel line South 77°23'46" East, a distance of 402.50 feet; thence North 12°36'14" East, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 1,097.11 feet to the True Point of Beginning.

Parcel 2:

Those portions of Pueblo Lots 241, 242 and 311 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 Pascoe, a copy of which said Map was filed in the Office of the County Recorder of San Diego County, and known as Miscellaneous Map No. 36, described as follows:

Commencing at the point of intersection of the Southeasterly line of Pueblo Lot 312 with the Northerly line of Sports Arena Boulevard; thence Northeasterly along said Southeasterly line to a point of intersection with a line which is distant 15.00 feet Northerly, measured at right angles from the Northerly line of said Sports Arena Boulevard; thence North 77°23'46" West, a distance of 725.59 feet to the True Point of Beginning; thence North 12°36'14" East, a distance of 150.00 feet; thence North 77°23'46" West, a distance of 150.00 feet; thence South 12°36'14" West, a distance of 150.00 feet; thence South 77°23'46" East, a distance of 150.00 feet to the True Point of Beginning.

MSB

4 of 4 Pages

LEGAL DESCRIPTION

SPORTS ARENA
SD34XC674/CA-SDG5184A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS			
NO.	DATE	DESCRIPTION	INITIAL
1	07/20/09	DRAWING REVIEW	REW
2	08/11/09	100% ZD	job
3	02/15/10	REVISED 100% ZD	REW
4	03/31/10	REVISED ANTENNAS	mtf
5	04/09/10	ADD ANTENNA PLANS	REW
6	04/28/10	REVISED SCREENS	mtf
7	07/23/10	PLANNING COMMENTS	REW
8	09/02/10	PLANNING COMMENTS 2	REW

SHEET TITLE
LEGAL DESCRIPTION

SHEET NUMBER

T-3



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BOOTH SUAREZ & ASSOCIATES

ARCHITECTURE PLANNING

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SPORTS ARENA
SD34XC674/CA-SDG5184A
3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
1	07/28/08	DRAWING REVIEW	REW
2	08/14/08	100% ZD	job
3	02/15/10	REVISED 100% ZD	rew
4	03/31/10	REVISED ANTENNAS	mtt
5	04/05/10	ADD ANTENNA PLANS	rew
6	04/26/10	REVISED SCREENS	mtt
7	07/23/10	PLANNING COMMENTS	rew
8	08/02/10	PLANNING COMMENTS 2	rew

SHEET TITLE
LESSEE'S CERTIFICATE

SHEET NUMBER

T-4

Lessee's Certificate
Standard Wireless Facility Project
for Post Construction BMPs

I / we the undersigned as Lessee(s) of the property described as
3500 SPORTS ARENA BOULEVARD, 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 "Source
Control" BMPs.

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

Sediments
Nutrients
Trash & debris
Oxygen Demanding Substance
Oil & Grease
Bacteria & Viruses
Pesticides

I/We will incorporate the following into the site design -

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

Additionally I/we will;

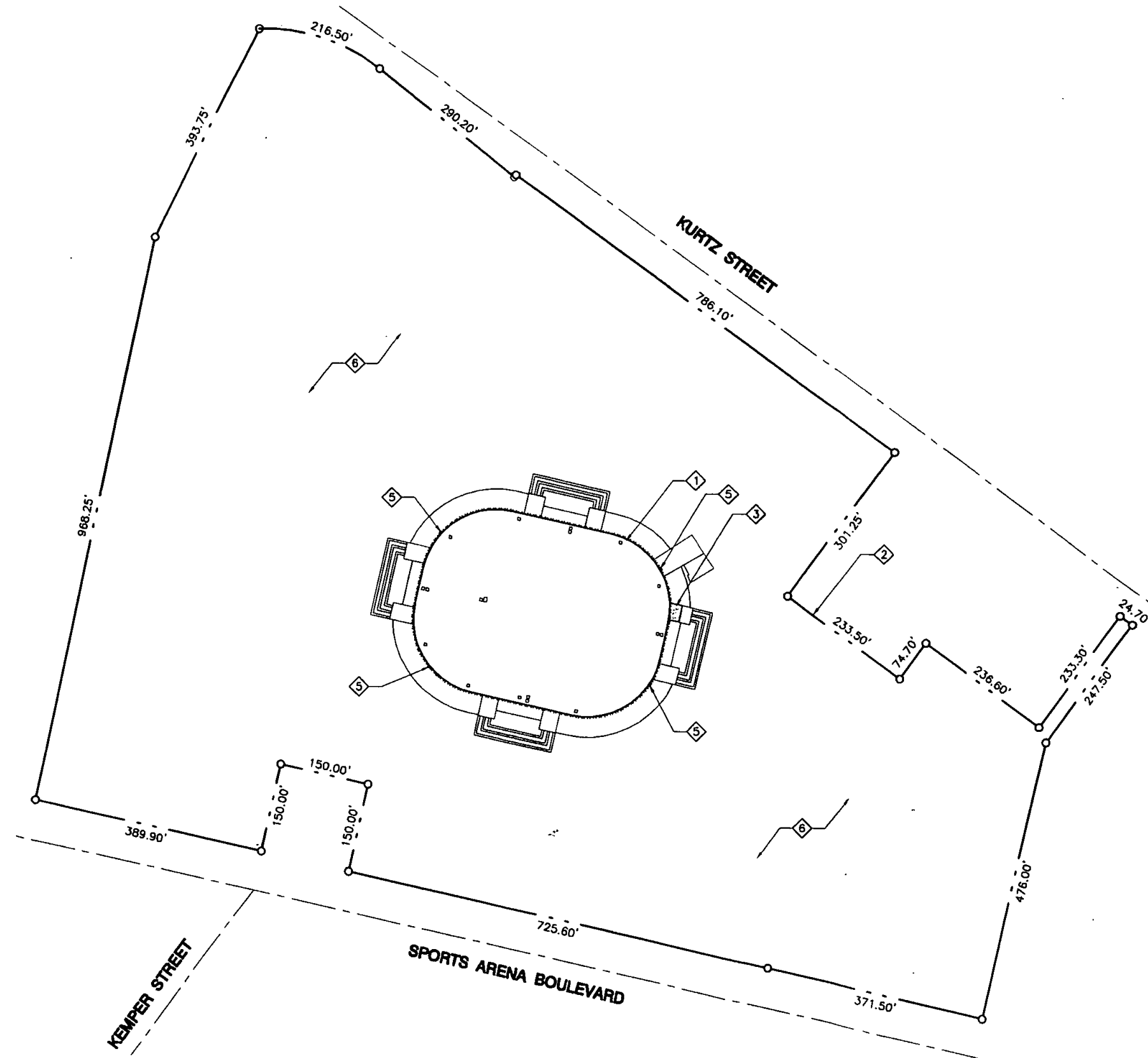
- Minimize the use of pesticides
- Use efficient irrigation systems and landscape design - incorporating rain shutoff devices and flow reducers

I/we will maintain the above Standard Permanent BMPs for the duration of the lease.

Lessee DAVE PUTNAM Company Name CLEARWIRE
(print name)

Lessee [Signature] Date 3/8/2010
(signature)

LESSEE'S CERTIFICATE



KEYED NOTES:

- 1 EXISTING SPORTS ARENA BUILDING
- 2 PROPERTY LINE (TYPICAL)
- 3 EXISTING SPRINT/NEXTEL EQUIPMENT AREA ON GRADE LEVEL (SHOWN SHADED). SEE EQUIPMENT PLAN SHEET A-2
- 4 EXISTING SPRINT/NEXTEL ANTENNAS (TYPICAL OF 6)
- 5 PROPOSED CLEARWIRE ANTENNAS PIPE MOUNTED TO A PROPOSED ANTENNA PIPE MOUNT BEHIND PROPOSED RF TRANSPARENT SCREENING. SEE ROOF PLAN SHEET A-1
- 6 EXISTING PARKING AREA

ENGINEERING NOTES:

1. THIS PROJECT PROPOSES NO DEVELOPMENT IMPROVEMENTS OUTSIDE THE EXISTING BUILDING FOOTPRINT FOR THIS DISCRETIONARY REVIEW AND THEREFORE DOES NOT REQUIRE ANY PERMANENT STORM WATER BEST MANAGEMENT PRACTICES.
2. NO EXISTING PARKING SPACE WILL BE USED OR REMOVED BY THIS PROJECT.
3. THIS IS AN ABOVE GROUND INSTALLATION ON AN EXISTING FACILITY AND NOT GROUND DISTURBANCE OR TRENCHING IS PROPOSED BY THIS PROJECT.
4. THIS PROJECT PROPOSED NOT WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
5. PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL INCORPORATE ANY CONSTRUCTION BEST MANAGEMENT PRACTICES NECESSARY TO COMPLY WITH CHAPTER 14, ARTICLE 2, DIVISION 1 (GRADING REGULATIONS) OF THE SAN DIEGO MUNICIPAL CODE, INTO THE CONSTRUCTION PLANS OR SPECIFICATIONS.
6. PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMIT, THE PERMITTEE SHALL SUBMIT A WATER POLLUTION CONTROL PLAN (WPCP). THE WPCP SHALL BE PREPARED IN ACCORDANCE WITH THE GUIDELINES IN APPENDIX E OF THE CITY'S STORM WATER STANDARDS.

NOTE:

FIELD VERIFY ALL AS-BUILT CONDITIONS & DIMENSIONS

SPRINT/NEXTEL TELECOMMUNICATIONS TRANSMITTER FREQUENCIES AND POWER LEVELS:

PANEL: 2500-2686 MHz BAND WIDTH
450 WATTS PER SECTOR

DIRECTIONAL: 18, 38 & 80 GHz BAND WIDTH
100 WATTS PER TRANSMITTER

CO-EXISTENCE ZONE

NO BUILDING SETBACKS
ARE REQUIRED

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ARCHITECTURE & PLANNING

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SPORTS ARENA
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3500 SPORTS ARENA BLVD
SAN DIEGO, CA 92110

REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
1	07/25/09	DRAWING REVIEW	REW
2	08/14/09	100% ZD	job
3	02/15/10	REVISED 100% ZD	rew
4	03/31/10	REVISED ANTENNAS	mtf
5	04/08/10	ADD ANTENNA PLANS	rew
6	04/28/10	REVISED SCREENS	mtf
7	07/23/10	PLANNING COMMENTS	rew
8	08/02/10	PLANNING COMMENTS 2	rew

SHEET TITLE
SITE PLAN

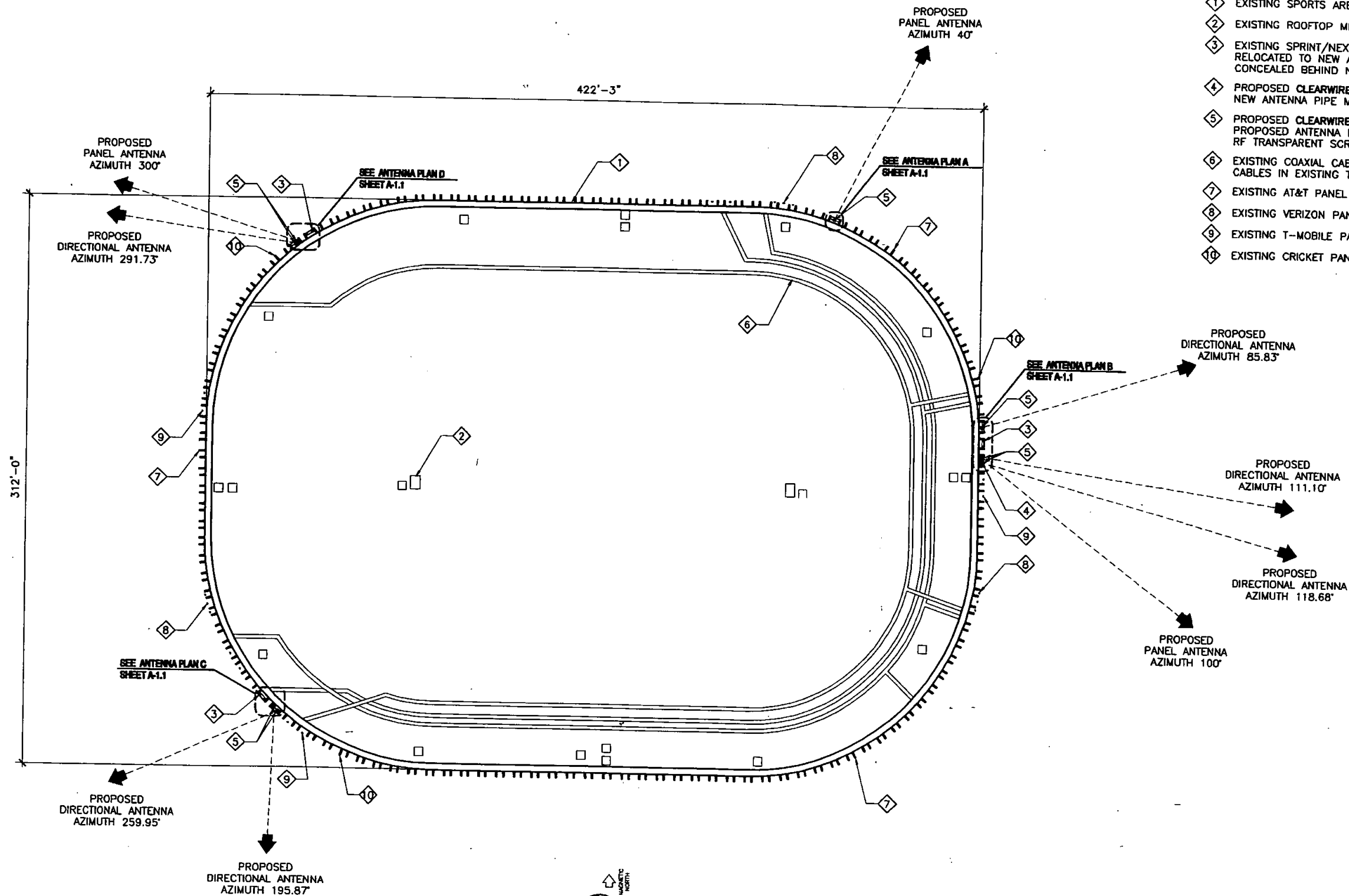
SHEET NUMBER

A-0

SITE PLAN

SCALE: 1" = 200'-0"





KEYED NOTES:

- 1 EXISTING SPORTS ARENA BUILDING
- 2 EXISTING ROOFTOP MECHANICAL EQUIPMENT (TYPICAL)
- 3 EXISTING SPRINT/NEXTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- 4 PROPOSED CLEARWIRE GPS ANTENNA PIPE MOUNTED TO NEW ANTENNA PIPE MOUNT
- 5 PROPOSED CLEARWIRE ANTENNAS MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- 6 EXISTING COAXIAL CABLE TRAY. RUN PROPOSED CABLES IN EXISTING TRAY
- 7 EXISTING AT&T PANEL ANTENNA (TYPICAL)
- 8 EXISTING VERIZON PANEL ANTENNA (TYPICAL)
- 9 EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)
- 10 EXISTING CRICKET PANEL ANTENNA (TYPICAL)

ROOF PLAN
SCALE: 1" = 80'-0"



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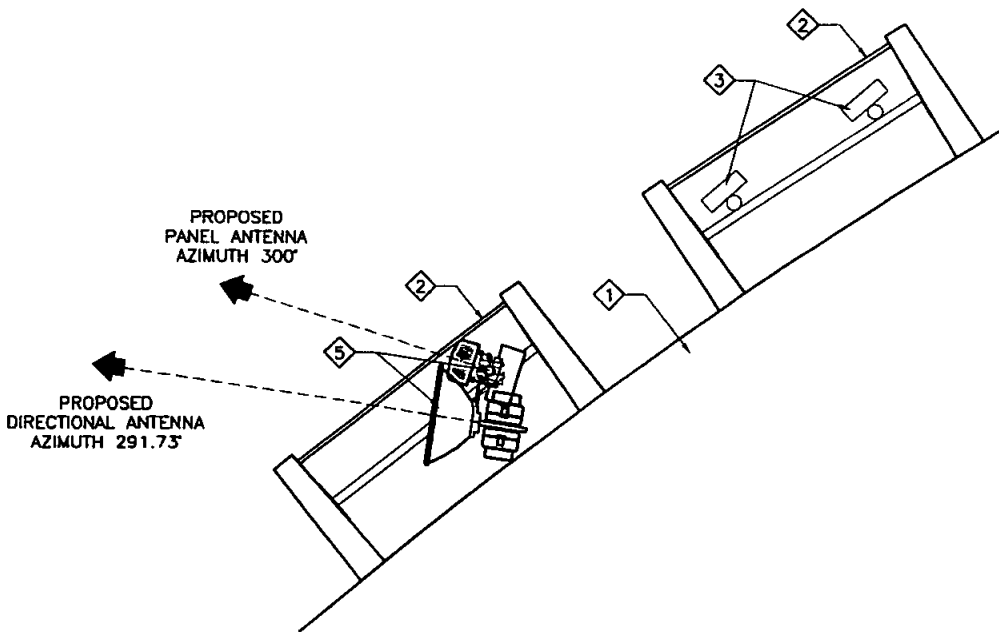
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ARCHITECTURE PLANNING
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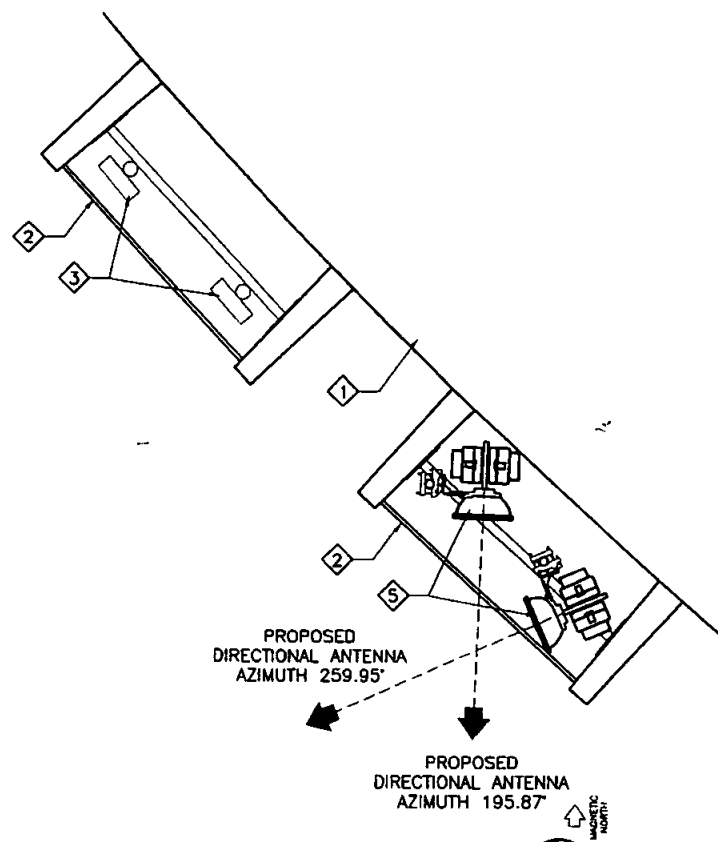
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3	02/15/10	REVISED 100% DD	reh
4	03/01/10	REVISED ANTENNAS	reh
5	04/09/10	ADD ANTENNA PLANS	reh
6	04/20/10	REVISED SCREENS	reh
7	07/23/10	PLANNING COMMENTS	reh
8	09/02/10	PLANNING COMMENTS 2	reh

SHEET TITLE
ROOF PLAN

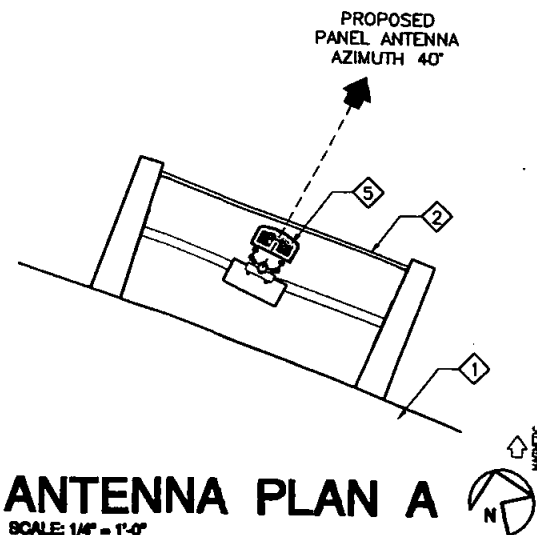
SHEET NUMBER
A-1



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



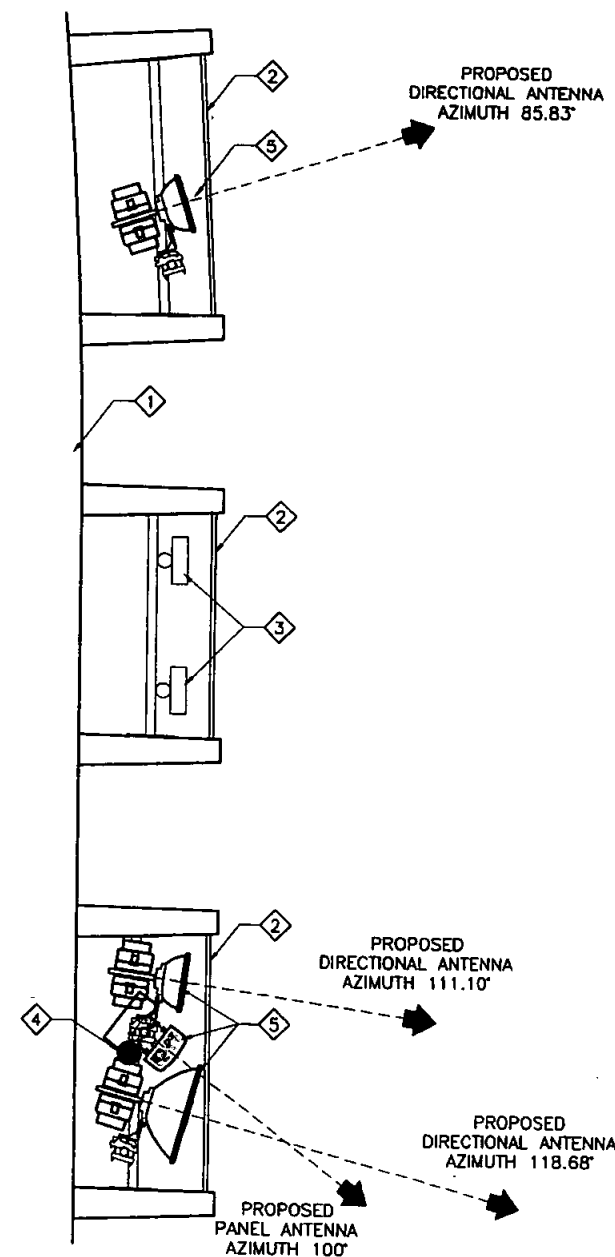
ANTENNA PLAN C
SCALE: 1/4" = 1'-0"



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

KEYED NOTES:

- 1 EXISTING SPORTS ARENA BUILDING
- 2 PROPOSED RF TRANSPARENT SCREEN SETBACK FROM FRONT OF CONCRETE FIN TO CREATE ENHANCED VISUAL EFFECT
- 3 EXISTING SPRINT/NEXTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- 4 PROPOSED CLEARWIRE GPS ANTENNA PIPE MOUNTED TO NEW ANTENNA PIPE MOUNT
- 5 PROPOSED CLEARWIRE ANTENNAS MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN



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

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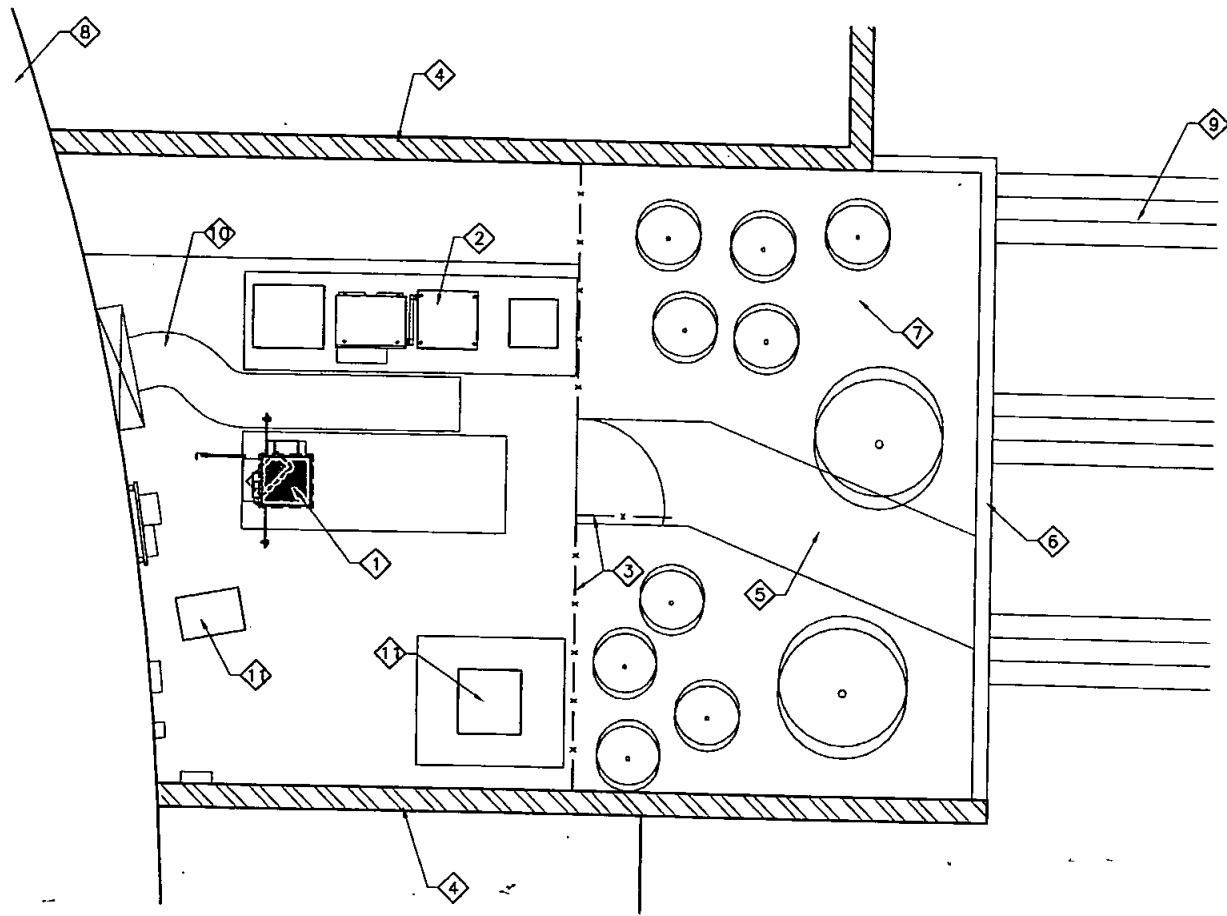
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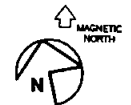
REVISIONS			
NO.	DATE	DESCRIPTION	INITIAL
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2	06/14/08	100% ZD	job
3	02/15/10	REVISED 100% ZD	rew
4	03/31/10	REVISED ANTENNAS	mtt
5	04/06/10	ADD ANTENNA PLANS	rew
6	04/26/10	REVISED SCREENS	mtt
7	07/23/10	PLANNING COMMENTS	rew
8	08/02/10	PLANNING COMMENTS 2	rew

SHEET TITLE
ROOF PLAN

SHEET NUMBER
A-1.1



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



KEYED NOTES:

- 1 PROPOSED CLEARWIRE EQUIPMENT CABINET MOUNTED ON EXISTING CONCRETE PAD INSIDE EXISTING SPRINT/NEXTEL EQUIPMENT ENCLOSURE
- 2 EXISTING SPRINT/NEXTEL EQUIPMENT CABINETS
- 3 EXISTING 6'-0" HIGH EQUIPMENT ENCLOSURE FENCE AND GATES WITH (3) STRANDS BARBED WIRE FOR A TOTAL HEIGHT OF 7'-6"
- 4 EXISTING CONCRETE BLOCK WALL
- 5 EXISTING CONCRETE WALKWAY
- 6 EXISTING RETAINING WALL
- 7 EXISTING LANDSCAPE PLANTER
- 8 EXISTING BUILDING
- 9 EXISTING STAIRS
- 10 EXISTING COAXIAL CABLE TRAY. RUN PROPOSED CABLES IN EXISTING TRAY
- 11 EXISTING EQUIPMENT

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SAN DIEGO, CA 92110

REVISIONS			
NO.	DATE	DESCRIPTION	INITIAL
1	07/20/06	DRAWING REVIEW	REW
2	08/14/06	100% 2D	jeb
3	02/15/10	REVISED 100% 2D	rew
4	03/31/10	REVISED ANTENNAS	mtf
5	04/29/10	ADD ANTENNA PLANS	rew
6	04/29/10	REVISED SCREENS	mtf
7	07/23/10	PLANNING COMMENTS	rew
8	08/02/10	PLANNING COMMENTS 2	rew

SHEET TITLE
EQUIPMENT PLAN

SHEET NUMBER
A-2

KEYED NOTES:

- 1 EXISTING BUILDING

2 EXISTING GRADE

3 PROPOSED CLEARWIRE DIRECTIONAL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN

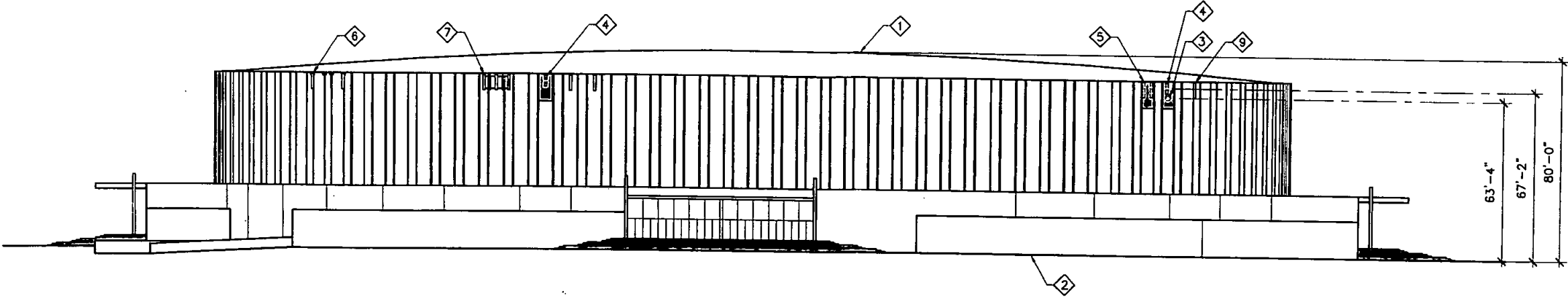
4 PROPOSED CLEARWIRE PANEL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN

5 EXISTING SPRINT/NEXTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- 6 EXISTING AT&T PANEL ANTENNA (TYPICAL)

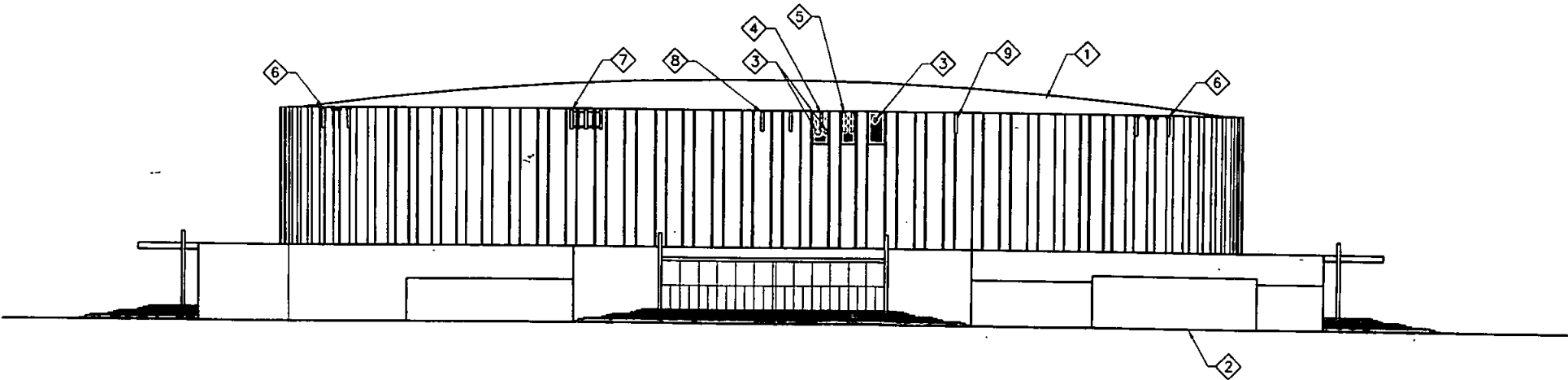
7 EXISTING VERIZON PANEL ANTENNA (TYPICAL)

8 EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)

9 EXISTING CRICKET PANEL ANTENNA (TYPICAL)



NORTH ELEVATION
SCALE: 1" = 60'-0"



EAST ELEVATION
SCALE: 1" = 60'-0"

Sprint

Together with NEXTEL

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Booth & Suarez

ARCHITECTURE & PLANNING

URS/PHILIP H. BOOTH ARCHITECT ROBERT L. SUAREZ ARCHITECT
10010A MISSION BLVD., SUITE 100 SAN DIEGO, CA 92108 (619) 454-4474

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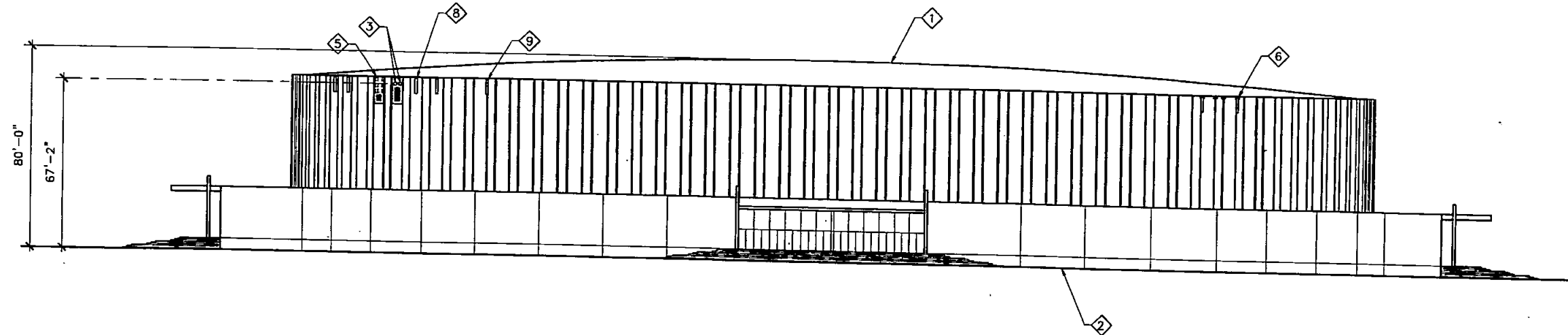
REVISIONS			
NO.	DATE	DESCRIPTION	INITIAL
1	07/25/08	DRAWING REVIEW	REW
2	08/14/08	100% ZD	job
3	02/15/10	REVISED 100% ZD	rew
4	03/31/10	REVISED ANTENNAS	mff
5	04/09/10	ADD ANTENNA PLANS	rew
6	04/28/10	REVISED SCREENS	mff
7	07/23/10	PLANNING COMMENTS	rew
8	08/02/10	PLANNING COMMENTS 2	rew

SHEET TITLE
EXTERIOR ELEVATIONS

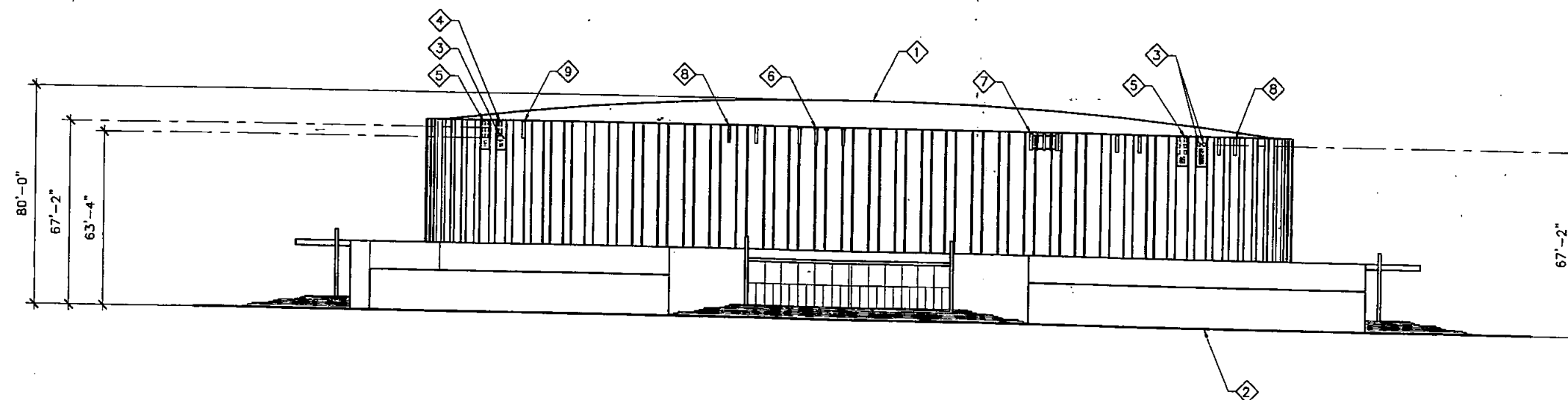
SHEET NUMBER
A-3

KEYED NOTES:

- 1 EXISTING BUILDING
- 2 EXISTING GRADE
- 3 PROPOSED CLEARWIRE DIRECTIONAL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- 4 PROPOSED CLEARWIRE PANEL ANTENNA MOUNTED TO PROPOSED ANTENNA PIPE MOUNTS BEHIND PROPOSED RF TRANSPARENT SCREEN
- 5 EXISTING SPRINT/NEXTEL ANTENNAS TO BE RELOCATED TO NEW ANTENNA PIPE MOUNTS AND CONCEALED BEHIND NEW RF TRANSPARENT SCREEN
- 6 EXISTING AT&T PANEL ANTENNA (TYPICAL)
- 7 EXISTING VERIZON PANEL ANTENNA (TYPICAL)
- 8 EXISTING T-MOBILE PANEL ANTENNA (TYPICAL)
- 9 EXISTING CRICKET PANEL ANTENNA (TYPICAL)



SOUTH ELEVATION
SCALE: 1" = 50'-0"



WEST ELEVATION
SCALE: 1" = 50'-0"

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BOOTH & SUAREZ
ARCHITECTURE PLANNING

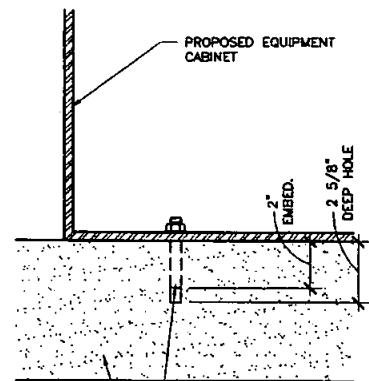
WILLIAM H. BOOTH, ARCHITECT ROBERT L. SUAREZ, ARCHITECT
P.O. BOX 4451, CARLSBAD, CA 92008 (760) 434-4474

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REVISIONS				
NO.	DATE	DESCRIPTION	INITIAL	
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3	02/15/10	REVISED 100% ZD	REW	
4	03/31/10	REVISED ANTENNAS	rtff	
5	04/09/10	ADD ANTENNA PLANS	REW	
6	04/28/10	REVISED SCREENS	rtff	
7	07/23/10	PLANNING COMMENTS	REW	
8	09/02/10	PLANNING COMMENTS 2	REW	

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A-3.1

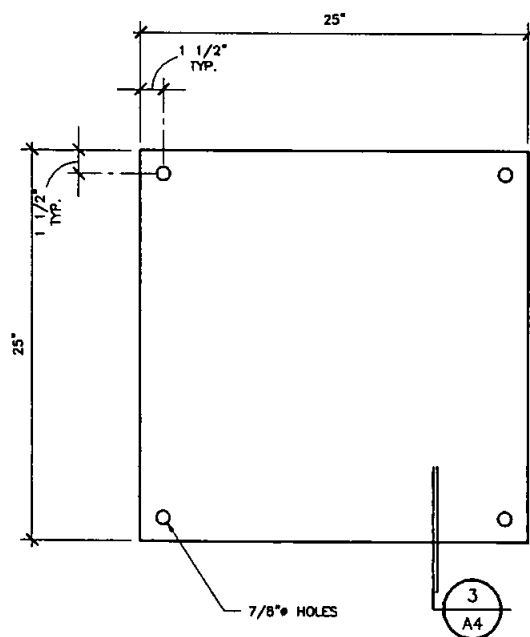


(4) 3/8" "HILT" CARBON STEEL NUT-BOLT T2 EXPANSION ANCHORS WITH MINIMUM EMBEDMENT 2" INTO 3/8" PRE-DRILLED PILOT HOLE MINIMUM 2 5/8" DEEP SPECIAL INSPECTION REQUIRED. I.C.C.-ES #ESR-1917

EXISTING 6" THICK CONCRETE PAD

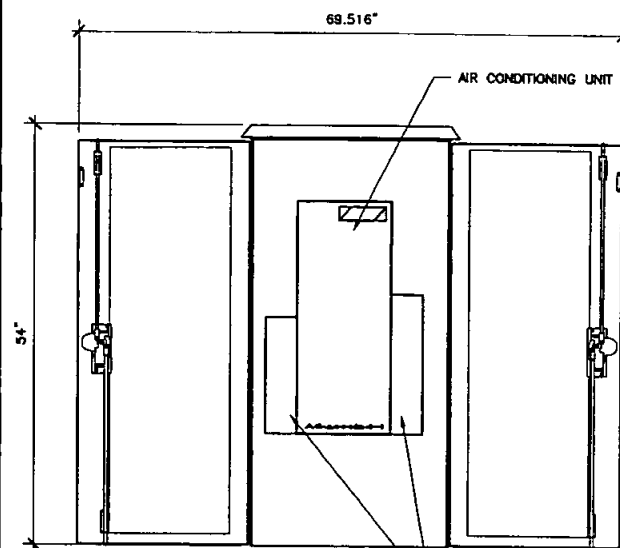
MOUNTING BOLT

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

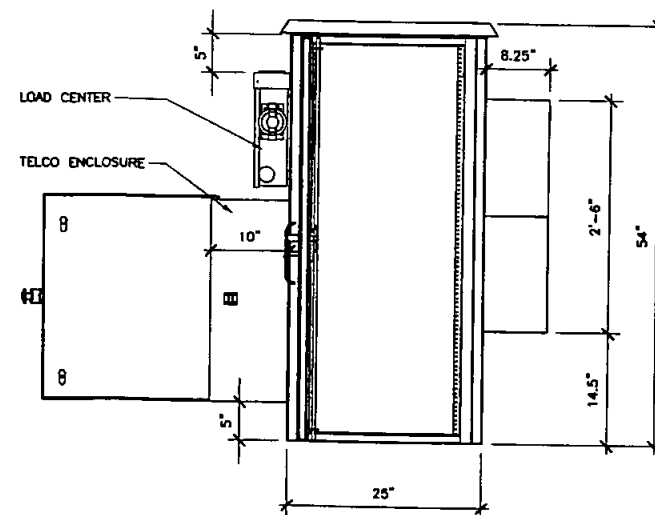


BOLTING PATTERN

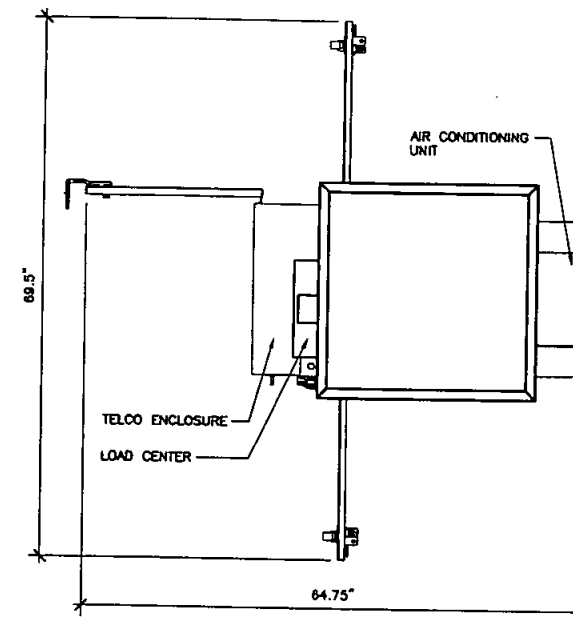
SCALE: 1"=1'-0" 2



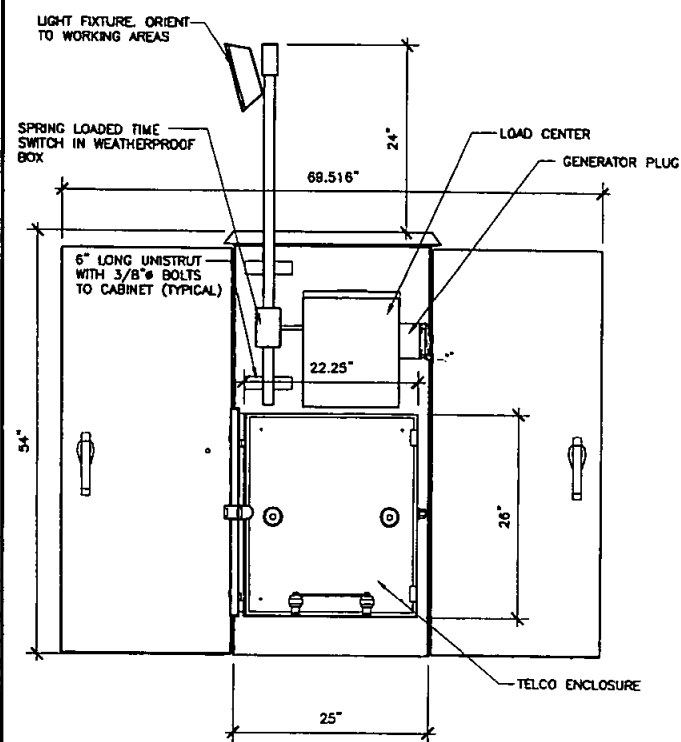
LEFT SIDE VIEW



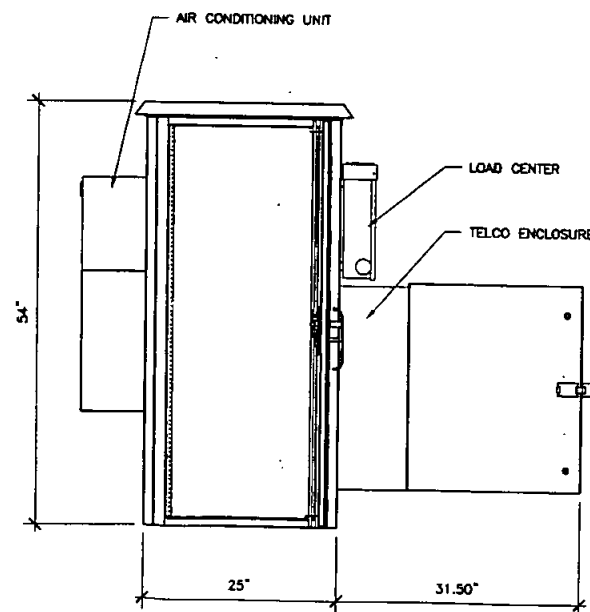
FRONT VIEW



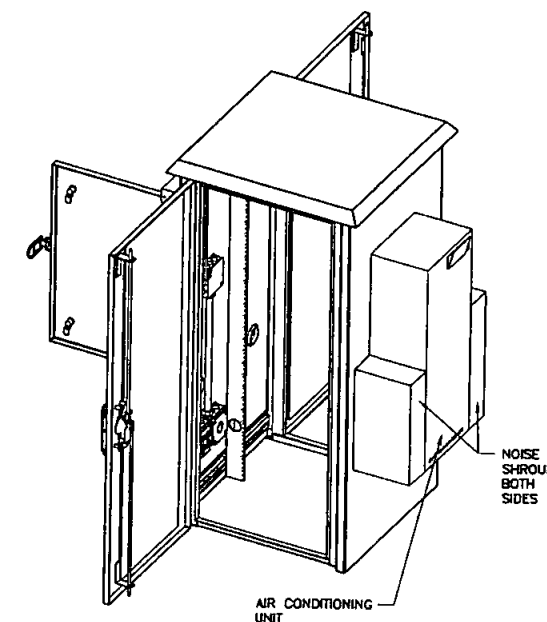
PLAN VIEW



RIGHT SIDE VIEW



REAR VIEW



ISOMETRIC VIEW

EQUIPMENT CABINET

SCALE: NONE 1

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ARCHITECTURE & PLANNING

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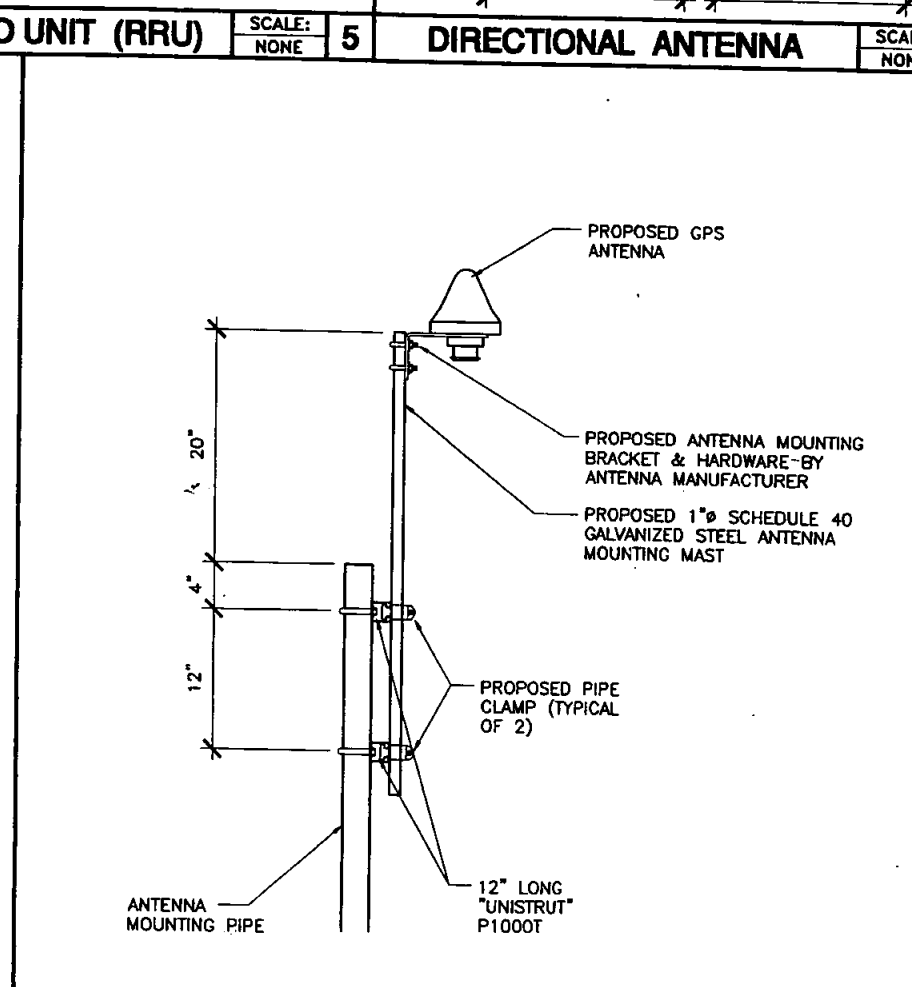
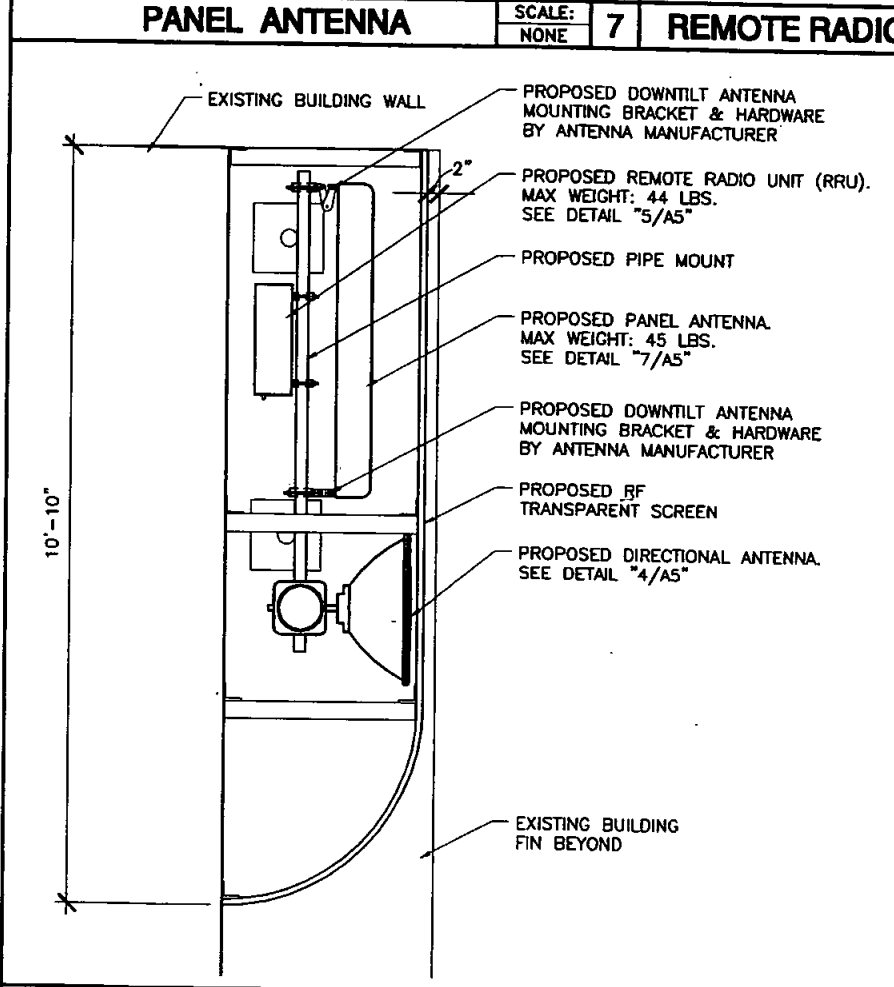
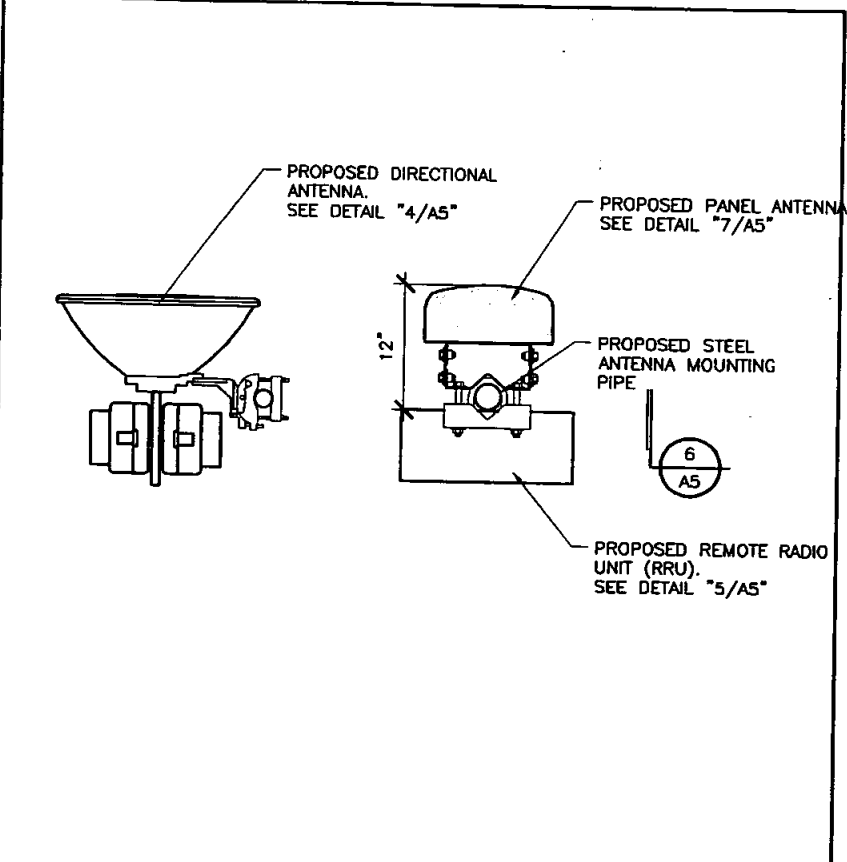
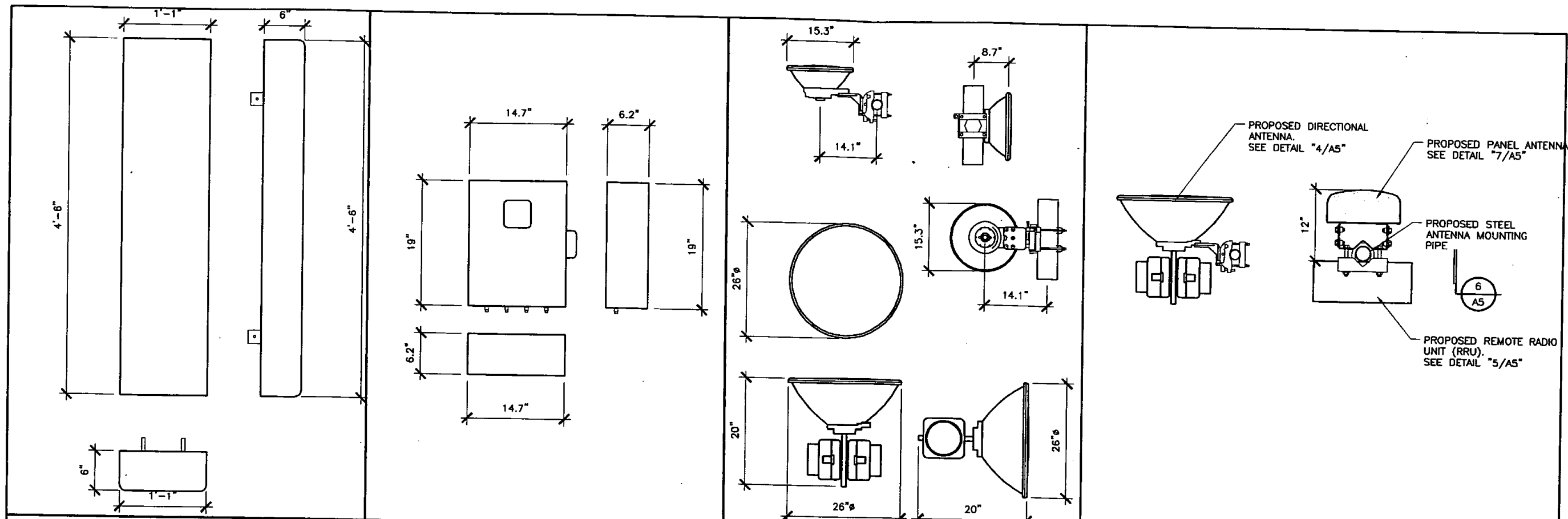
REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
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2	08/14/04	100% ZD	job
3	02/15/10	REVISED 100% ZD	rew
4	03/31/10	REVISED ANTENNAS	rew
5	04/08/10	ADD ANTENNA PLANS	rew
6	04/28/10	REVISED SCREENS	rew
7	07/23/10	PLANNING COMMENTS	rew
8	08/02/10	PLANNING COMMENTS 2	rew

SHEET TITLE
DETAILS

SHEET NUMBER

A-4



NO DETAIL THIS SPACE

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 ARCHITECTURE & PLANNING
 VILLAGE H 800TH ARCHITECT BOOTH & SUAREZ ARCHITECT
 10000 40TH, CARLSBAD, CA 92008 (760) 434-8474

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 SAN DIEGO, CA 92110

REVISIONS			
NO.	DATE	DESCRIPTION	INITIAL
1	07/20/06	DRAWING REVIEW	REW
2	08/14/06	100% 2D	job
3	02/15/07	REVISED 100% 2D	rew
4	03/21/07	REVISED ANTENNAS	mtf
5	04/09/07	ADD ANTENNA PLANS	rew
6	04/26/07	REVISED SCREENS	mtf
7	07/23/07	PLANNING COMMENTS	rew
8	08/02/07	PLANNING COMMENTS 2	rew

SHEET TITLE
 DETAILS

SHEET NUMBER
A-5

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WESTOWER
COMMUNICATIONS INC

NORTH ELEVATION

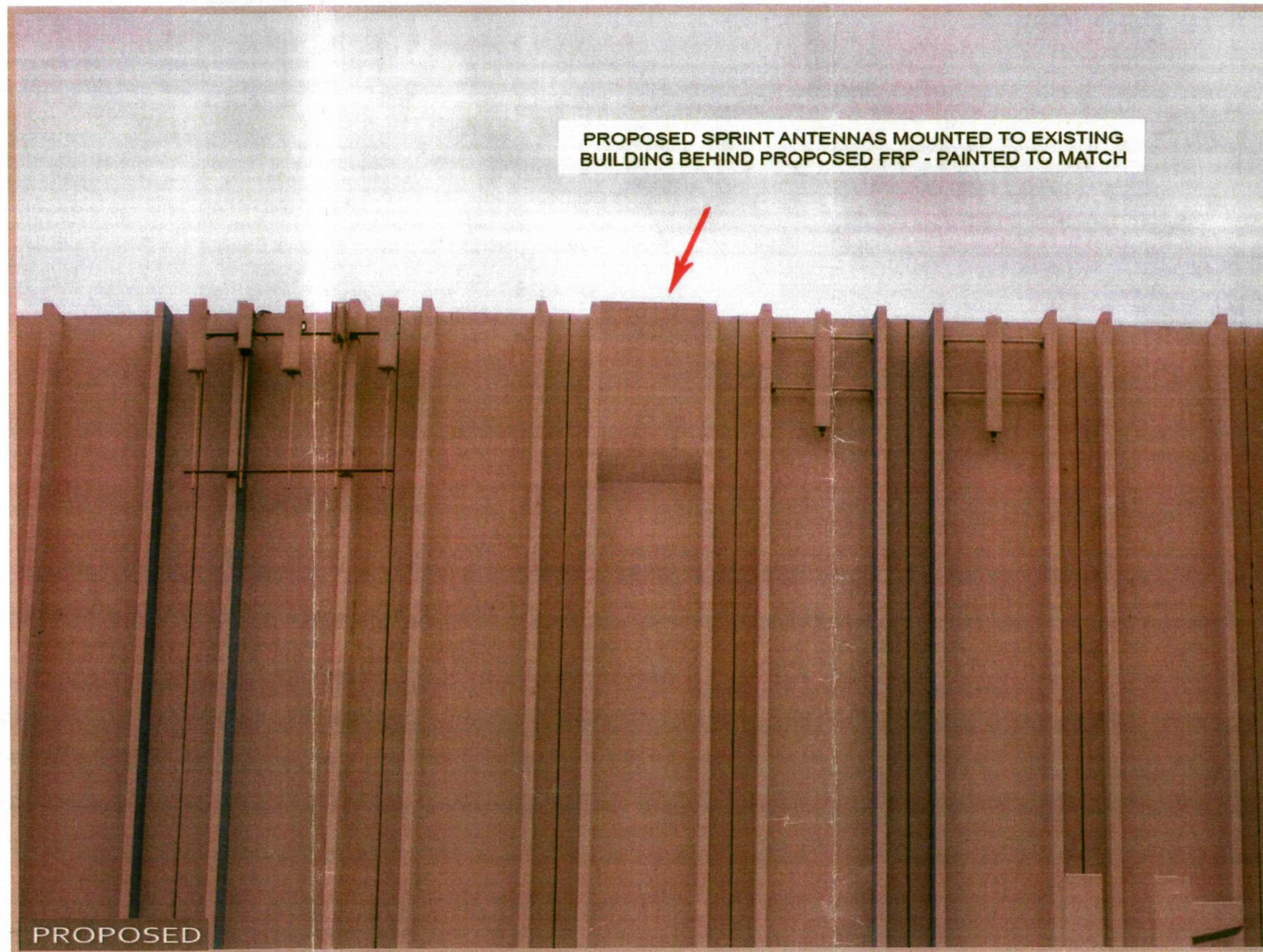
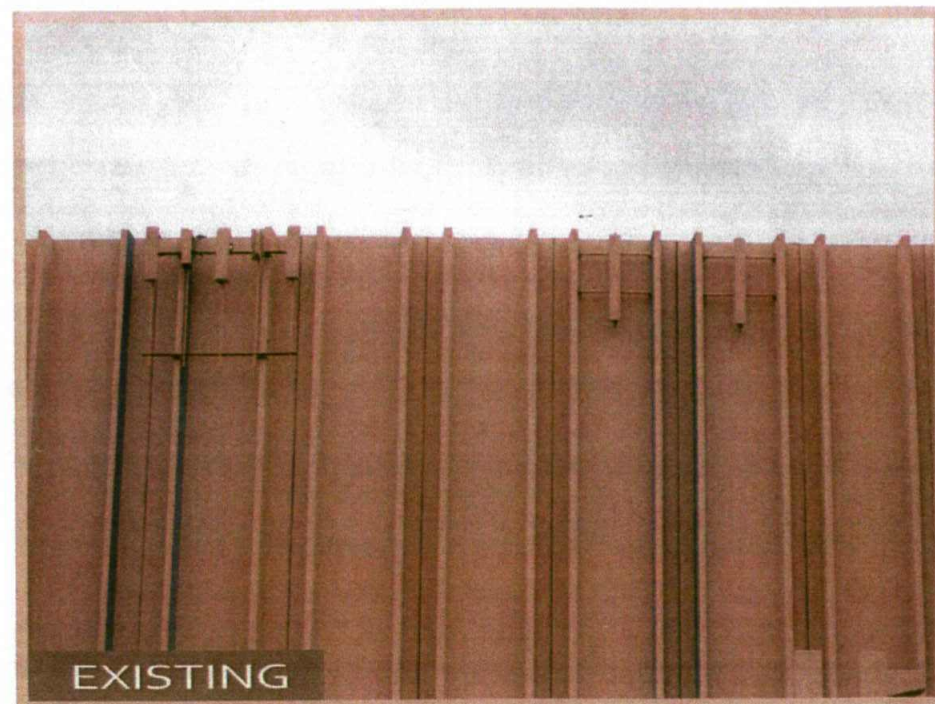
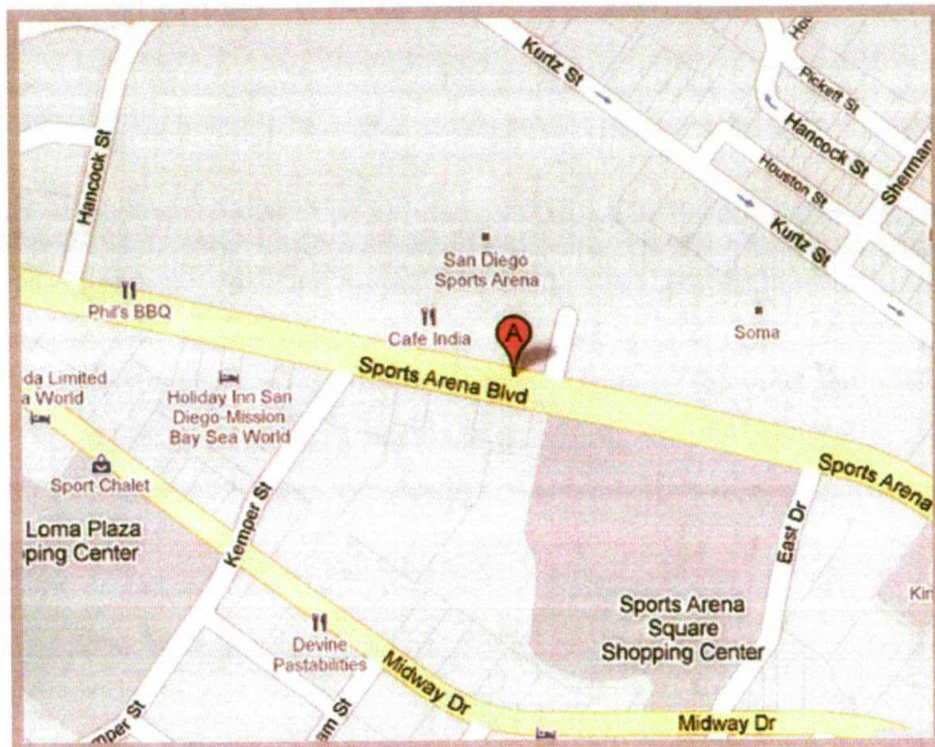


Photo simulations based on available plans and client project data, and is intended to be a realistic representation of the proposed project. The final constructed site may vary.

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WESTOWER
COMMUNICATIONS INC

NORTHWEST ELEVATION

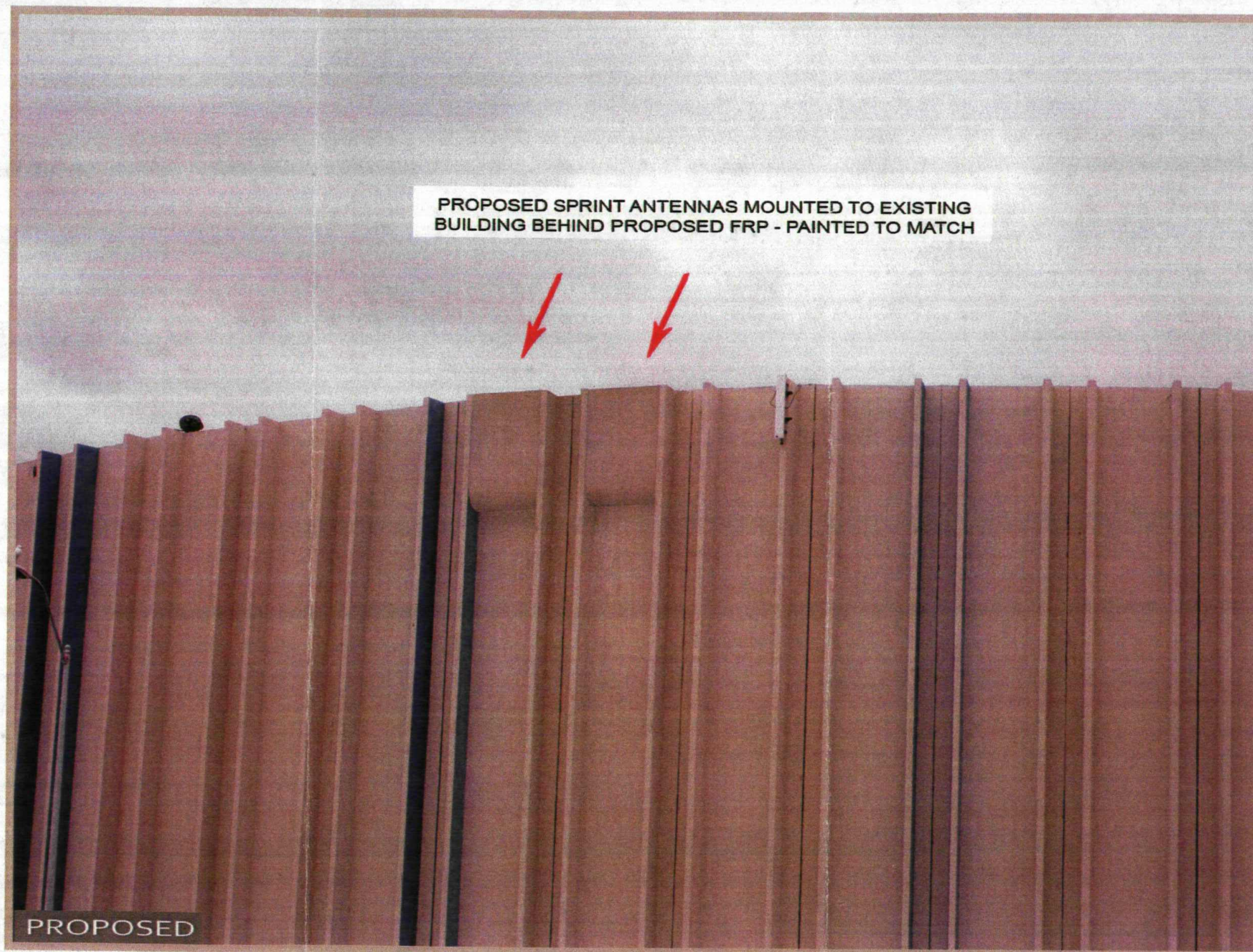
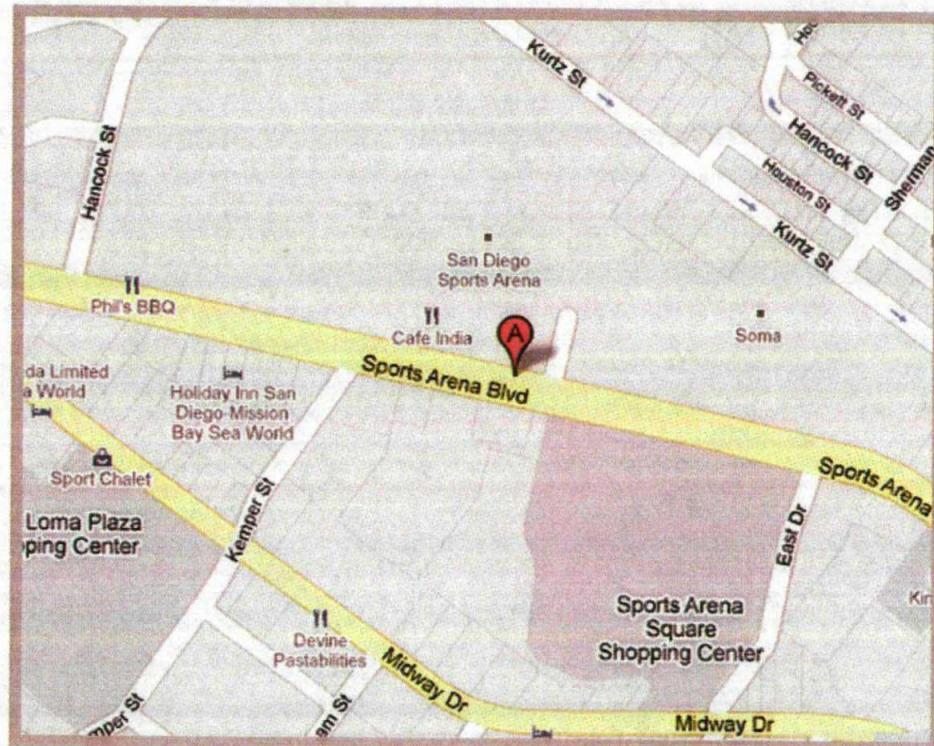


Photo simulations based on available plans and client project data, and is intended to be a realistic representation of the proposed project. The final constructed site may vary.

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WESTTOWER™
COMMUNICATIONS INC

SOUTHEAST ELEVATION

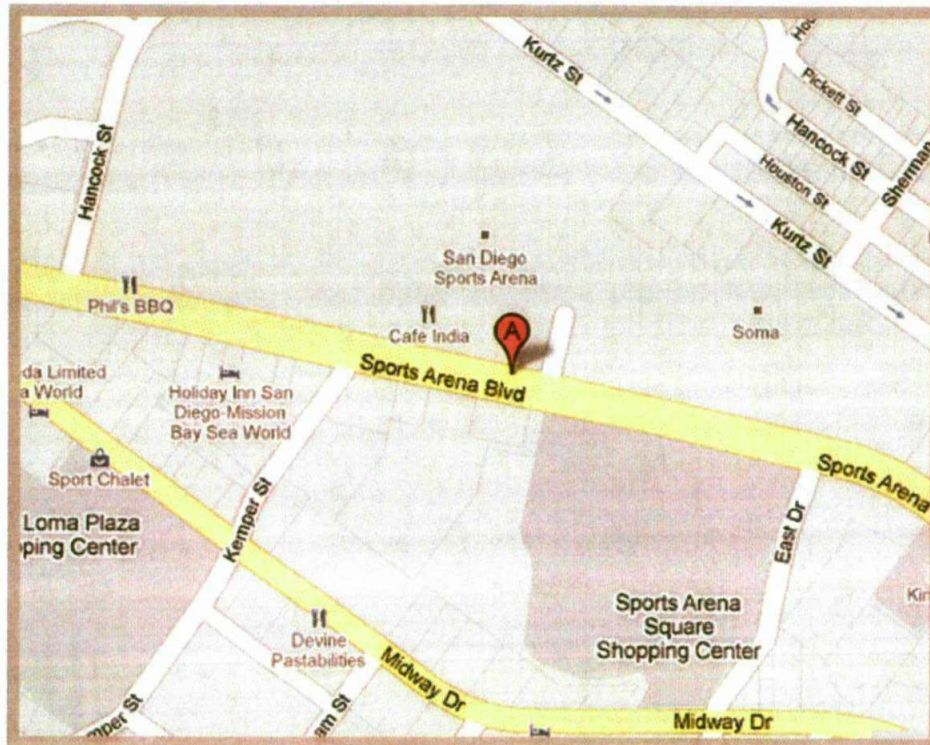


Photo simulations based on available plans and client project data, and is intended to be a realistic representation of the proposed project. The final constructed site may vary.