

CITY OF SAN DIEGO

**CONSENT TO ARTICLES OF MERGER OF PACIFIC BELL WIRELESS, LLC AND
PACIFIC BELL MOBILE SERVICES**

The City of San Diego ("City") consents to the Articles of Merger of Pacific Bell Wireless, LLC ("PB Wireless") and Pacific Bell Mobile Services ("PB Mobile") dated July 31, 1999 ("Articles of Merger"), attached as Exhibit "A".

RECITALS

This Consent to Articles of Merger is made with regard to the following facts:

- A. City and PB Mobile have entered into the following Right of Entry Permits ("Permits"):
- i. City/Pacific Bell Mobile Services for City-owned property at Spring Canyon Road and Reisling, APN 319-211-35, dated October 1, 1996. [PB Mobile Site SD-219]
 - ii. City/Pacific Bell Mobile Services for City-owned property at 3020 Coronado Avenue, San Diego, CA, dated November 23, 1998. [PB Mobile Site SD-294]
 - iii. City/Pacific Bell Mobile Services for City-owned property at 1521 Statton Court, San Diego, CA, dated November 23, 1998. [PB Mobile Site SD-326-01]
 - iv. City/Pacific Bell Mobile Services for City-owned property San Ysidro View Park, San Diego, CA, dated December 11, 1998. [PB Mobile Site SD-361-01]
 - v. City/Pacific Bell Mobile Services for City-owned property at 10056, Scripps Poway Parkway, San Diego, CA, dated December 1, 1999. [PB Mobile Site SD-345-01]
- B. City has consented to Sublease Agreements ("Consent to Sublease") with PB Mobile as a sub-tenant of the master lessee in the following leases and operating agreements ("Master Lease"):
- i. Master Lease - City/Wave House Belmont Park LLC, dated June 1, 1988, filed as Document RR-266064 in the Office of the City Clerk of City. Consent to Sublease a portion of City property at 3146 Mission Blvd., dated February 10, 1997. [PB Mobile Site SD 162-03]
 - ii. Master Lease - City/Arena Group 2000 L.P., dated March 29, 1993, filed as Document RR-281708-3 in the Office of the City Clerk of City. Consent to Sublease a portion of City property at 3500 Sports Arena Boulevard dated November 11, 1998. [PB Mobile Site SD-320-02]

- iii. Master Lease - City/Zoological Society of San Diego, dated July 23, 1979, filed as Document 767195 in the Office of the City Clerk of City. Consent to Sublease a portion of City property at San Diego Zoo, dated August 24, 2000. [PB Mobile Sites SD-002-27 and SD-198-02]

- C. PB Wireless desires to obtain City's consent to the Articles of Merger and City is willing to consent to the Articles of Merger on the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained in this Consent to Articles of Merger, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Assumption. PB Wireless expressly assumes and agrees for the benefit of the City to be bound by, and to conform and comply with, every obligation of PB Mobile under the Permits, Sublease Agreements, and Consent to Subleases.
2. Subsequent Assignments. This Consent to Articles of Merger does not constitute a consent to any PB Wireless subletting or assignment and does not relieve PB Wireless or any person claiming under or through PB Wireless of the obligation to obtain the consent of the City to any assignment of Permits and Sublease Agreements.
3. Holdover. PB Wireless acknowledges that for those Permits that are currently on holdover this Consent to Articles of Merger does not, in any way, grant PB Wireless any extension of the term of the Permits.
4. Default Under the Permits, Sublease Agreements, and Consent to Subleases. In the event of breach by PB Wireless of any terms of any Permit or Consent to Sublease, such Permit or Consent to Sublease shall be subject to immediate termination by City. In event of breach by PB Wireless of any terms of any Sublease Agreements under the Master Leases or any inconsistency between Master Leases and Sublease Agreements, the terms of Consent to Subleases and Master Leases shall prevail. City may proceed directly against PB Wireless, any guarantors, or anyone else liable under the Permits or Consent to Subleases without first exhausting City's remedies against any other person or entity liable under the Permits or Consent to Subleases.
5. Hold Harmless. PB Wireless shall assume the defense of, indemnify, and hold harmless City, its elected officials, officers, representatives, agents, and employees from all claims, expenses, and liability of every nature, directly or indirectly arising from or alleged to have arisen from the operations conducted on the premises leased under the Master Lease and subleased under Sublease Agreements, or pursuant to a Right of Entry Permit, the condition of the

premises or from any act or omission of PB Wireless, its agents, and invitees; provided, however, PB Wireless's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence or sole willful misconduct of the City, its agents, officers or employees.

6. Insurance. PB Wireless shall be insured by an insurance carrier acceptable to the City against loss from public liability arising from the use or condition of or operation conducted on or from the lease premises under the Master Lease and subleased premises under the Sublease Agreements or the premises pursuant to Permits. Minimum coverage shall be Two Million Dollars (\$2,000,000) COMBINED SINGLE LIMIT LIABILITY. PB Wireless shall name "The City of San Diego, its elected officials, officers, representatives, agents, and employees" as additional insureds and PB Wireless shall provide City with a certificate of insurance confirming such and showing the policy limits. The certificate of insurance shall specify that the above-coverage may not be terminated, altered or canceled without thirty (30) days prior written notice by PB Wireless to the City.
7. General Provisions.
 - i. Controlling Law. The terms and provisions of this Consent to Articles of Merger will be construed in accordance with and will be governed by the laws of the State of California.
 - ii. Captions. Captions to the sections in this Consent to Articles of Merger are included for convenience only and do not modify any of the terms of this Consent to Articles of Merger.
 - iii. Capitalized Terms. All terms spelled with initial capital letters in this Consent to Articles of Merger that are not expressly defined in this Consent to Articles of Merger will have the same respective meaning given such terms in the Permit and Consent to Subleases.
 - iv. Entire Agreement; Waiver. This Consent to Articles of Merger constitutes the final, complete, and exclusive statement between the parties to this Consent to Articles of Merger pertaining to the terms of the City's consent to the merger of PB Wireless and PB Mobile pursuant to Articles of Merger, 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 to Articles of Merger by, nor is any party relying on, any representation or warranty outside those expressly set

forth in this Consent to Articles of Merger. Any agreement made after the date of this Consent to Articles of Merger is ineffective to modify, waive or terminate this Consent to Articles of Merger, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that agreement modifies this Consent to Articles of Merger.

- v. Attorney Fees. If any party commences litigation against any other party for the specific performance, for damages for the breach or for the enforcement of any remedy pursuant to this Consent to Articles of Merger, the prevailing party shall be entitled to recover from the applicable party such costs and reasonable attorney fees as have been incurred.
- vi. Waiver. Nothing contained in this Consent to Articles of Merger will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Permits, Sublease Agreements, and Consent to Subleases. In the event of any conflict or inconsistency between the covenants, agreement, terms, provisions, or conditions contained in this Consent to Articles of Merger and those contained in the Permits, Sublease Agreements, and Consent to Subleases, then the covenants, agreement, terms, provisions, or conditions contained in the Consent to Articles of Merger will govern and control.
- vii. Notice. Any notice that may or must be given by any party under this Consent to Articles of Merger will be delivered (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to City or PB Wireless shall be sent to the respective address set forth on the signature page below, or such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 7.vii. A notice sent pursuant to the terms of this Section 7.vii shall be deemed delivered (A) when delivery is attempted, if delivered personally, (B) three (3) business days after deposit into the United States mail, or (C) the day following deposit with a nationally recognized overnight courier.
- viii. Numbers. All words in the singular number shall include the plural, when the tense requires.

City and PB Wireless have executed this Consent to Articles of Merger as of the date shown.

PACIFIC BELL WIRELESS, LLC

Date 8/16/05, 2005

By: [Signature]
Name: Dave Miller

Title: General Counsel

Address of PB Wireless: 12920 S.E. 38th Street, Bellevue, WA, 98006

CITY OF SAN DIEGO

Date 8/23, 2005

By: [Signature]
City Manager

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. AGUIRRE, City Attorney

Date 9/1, 2005

By: [Signature]
Deputy City Attorney

VEB/cb

8/05/05

LA\WFO\2005\BALOTSKY\CONSENT-PACIFIC BELL WIRELESS.wpd

LEASE FILE: PACIFIC BELL MOBILE SERVICES

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

JUL 30 1999

No. LLC 5446-99
Dean Heller
DEAN HELLER, SECRETARY OF STATE

ARTICLES OF MERGER
OF
PACIFIC BELL WIRELESS, LLC
AND
PACIFIC BELL MOBILE SERVICES

INV.
(\$125.-)

EXHIBIT A

The undersigned manager of the surviving domestic constituent entity and officers of the foreign constituent entity to a plan of merger submit the following Articles of Merger pursuant to the provisions of Chapter 92A of the Nevada Revised Statutes.

ARTICLE I

Name

The name and jurisdiction of organization of each constituent entity is:

A. PACIFIC BELL WIRELESS, LLC, a limited liability company organized pursuant to Nevada law (the "Surviving Entity").

B. PACIFIC BELL MOBILE SERVICES, a corporation organized pursuant to California law ("PBMS" or the "Disappearing Corporation").

ARTICLE II

**Adoption and Owners' Approval
of the Plan of Merger**

A. Surviving Entity. The managers of the Surviving Entity have unanimously adopted a Plan of Merger and Merger Agreement dated effective as of July 31, 1999 (the "Plan of Merger"). The Plan of Merger was duly submitted to the sole member of the Surviving Entity, pursuant to Nevada Revised Statutes Chapter 92A, and approved by the sole Member of the Surviving Entity, which approval is sufficient for the approval of the Plan of Merger by the owner of the Surviving Entity.

B. Disappearing Corporation. The Board of Directors of PBMS has duly and validly adopted the Plan of Merger. Approval of the Plan of Merger by the owners of the parent of PBMS is not required. The Plan of Merger was duly submitted to the sole stockholder of PBMS, pursuant to the Nevada Revised Statutes and approved by written consent of the sole stockholder of PBMS, which approval is sufficient for the approval of the Plan of Merger by the owner of PBMS.

ARTICLE III

**Amendments to the Articles of Organization
of the Surviving Entity**

The Articles of Organization of the Surviving Entity as in effect immediately prior to the Merger shall continue as the Articles of Organization of the Surviving Entity.

ARTICLE IV
Plan of Merger

The complete executed Plan of Merger is on file at the Surviving Entity's registered office.

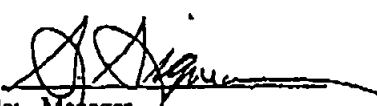
ARTICLE V
Effective Date of Merger

The effective date of the merger of the Disappearing Corporation with and into the Surviving Entity is July 31, 1999 (the "Effective Date"), which Effective Date is not more than ninety (90) days after the filing of these Articles of Merger.

IN WITNESS WHEREOF, the Surviving Entity and the Disappearing Corporation have caused these Articles of Merger to be signed by, in the case of the Surviving Entity, a Manager, and, in the case of each of the Disappearing Corporations, their Presidents and Secretaries effective on the 31st of July, 1999.

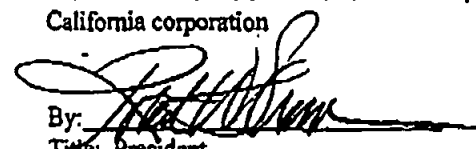
SURVIVING ENTITY:

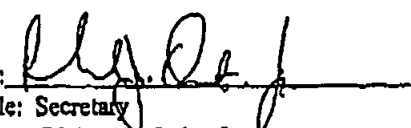
PACIFIC BELL WIRELESS, LLC,

By: 
Title: Manager
Name: Stan T. Sigman

DISAPPEARING CORPORATION:

PACIFIC BELL MOBILE SERVICES, a
California corporation

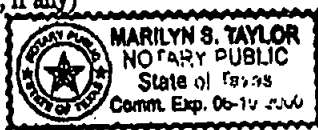
By: 
Title: President
Name: Robert W. Shaner

By: 
Title: Secretary
Name: Richard J. Quist, Jr.

STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

This instrument was acknowledged before me on July 26, 1999, by Stan T. Sigman as a Manager of Pacific Bell Wireless, LLC, a Nevada limited liability company.

(Seal, if any)

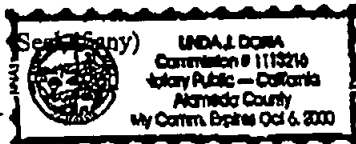


Marilyn S. Taylor
Notary

(My commission expires: 6/14/2000)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

This instrument was acknowledged before me on July 22, 1999, by Robert W. Shaner President of Pacific Bell Mobile Services, a California corporation.



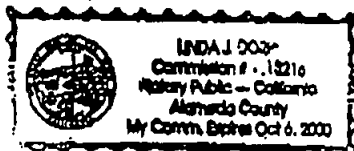
Linda J. Dorra
Notary

(My commission expires: 10/6/00)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

This instrument was acknowledged before me on July 29, 1999, by Richard J. Quist, Jr., Secretary of Pacific Bell Mobile Services, a California corporation.

(Seal, if any)



Linda J. Dorra
Notary

(My commission expires: 10/6/00)

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Operating Agreement dated August 6, 1971, as amended (Master Lease) entered into with

SAN DIEGO ENTERTAINMENT, INC.

(LESSEE) for the San Diego Sports Arena, whose operations are conducted under an operating sublease with

ARENA GROUP 2000, L.P.

(ARENA OPERATOR) and filed in the Office of the City Clerk as Document RR-281708-3 dated March 29, 1993, hereby consents to that certain Sublease Agreement between the above ARENA OPERATOR (SUBLESSOR) and

PACIFIC BELL MOBILE SERVICES

(SUBLESSEE) dated September 10, 1998. Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions: NONE

THE CITY OF SAN DIEGO

Dated 11-10-98

By Linda M. Fein
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

CASEY GWINN, City Attorney

By Russella Dwyer
Deputy City Attorney

Dated November 5, 1998

CWG:csn
10/29/98

I:\WPO\1998\GIBSON\SA-SD_EN.TER

ADDENDUM A

MINIMUM STANDARD SUBLEASE CONDITIONS

ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the sublease or sublet the premises or any part thereof without the prior written consent of LESSEE and The City of San Diego, hereinafter, "CITY". An assignment by operation of law shall automatically terminate this lease.

HOLD HARMLESS: SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUBLESSEE, his agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be One Million (\$1,000,000) Dollars COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to CITY by the insurance company.

LEGAL PROCEEDINGS: Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

SUBORDINATION: This agreement is in effect a Sublease of a portion of the premises covered by that certain Operating Agreement dated August 6, 1971, as amended between the LESSEE herein and the City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Operating Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

I:\WPO\1998\GIBSON\SA-SD_EN.TER

COMMUNICATIONS SITE SUBLEASE AGREEMENT (BUILDING)

This Communications Site Sublease Agreement ("Agreement") is entered into this 10 day of September, 1998, between PACIFIC BELL MOBILE SERVICES, a California corporation, d/b/a/ PBMS ("Sublessee"), and ARENA GROUP 2000, L.P., a California limited partnership ("Sublessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.**

(a) Sublessor is the ground Sublessor of a parcel of land (the "Land") and Sublessor of a building (the "Building") located in the City of San Diego, County of San Diego, State of California, commonly known as The San Diego Sports Arena, 3500 Sports Arena Boulevard (the Building and the Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Sublessor hereby subleases to Sublessee approximately three hundred (300) square feet of exterior space adjacent to the Building and space on the roof of the Building for the placement of antennas and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Sublessee communications service in acceptance with the plans attached as Exhibit "B". Sublessor agrees to cooperate with Sublessee, at Sublessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Sublessee's intended use of the Premises. Any modifications to the facility require prior City approval.

3. **Tests and Construction.**

(a) Sublessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil testing borings, other reasonably necessary tests and constructing the Sublessee Facilities (as defined in Paragraph 6(a) below).

(b) Prior to commencing construction, Sublessee shall obtain Sublessor's approval of Sublessee's construction plans and specifications, which approval shall not be unreasonably withheld. Sublessor shall give such approval or provide Sublessee with its requests for changes within ten (10) working business days of Sublessor's receipt of Sublessee's plans. If Sublessor does not provide such approval or request for changes within such ten (10) business day period, it shall be deemed to have approved the plans. Sublessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Sublessee's plans.

(c) Prior to commencing construction, Sublessee shall notify Sublessor as to the scheduled date of commencement of construction and installation of Sublessee Facilities not less than five (5) business days prior to commencing construction.

(d) As a condition and prior to commencing either testing or construction, Sublessee shall procure and maintain broad form commercial liability insurance, including direct contractual and contingent liability coverages, with limits of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury, and \$2,000,000 general policy aggregate. Such policy shall (i) name Sublessor as an additional insured party with respect to the Property, (ii) provide that it cannot be materially changed or terminated without at least 30 days prior written notice to Sublessor (except that only ten days prior written notice shall be required for termination due to nonpayment of premium), and (iii) be occurrence based (i.e., not claims made). A certificate of insurance evidencing the insurance policy described above shall be delivered to Sublessor before entry onto the Property for testing or construction by Sublessee or its agents, representatives or consultants. Also, Sublessee shall indemnify, protect, defend and hold Sublessor harmless from all claims, damages, losses, liabilities, costs and expenses, including attorneys' fees, arising out of acts or activities of Sublessee or its agents, representatives and consultants on or about the Property during testing and/or construction.

4. **Term.** The term of this Agreement shall be three (3) years commencing on the date Sublessee begins construction of Sublessee's Facilities (as defined in Paragraph 6(a) below) or no later than ten (10) months following the full execution of this Agreement, whichever first occurs ("Commencement Date") and terminating on the third anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Sublessee shall have the right to extend the Term for five (5) successive three (3) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Sublessee notifies Sublessor of its intention not to renew prior to commencement of the succeeding Renewal Term. Notwithstanding the term as stated above, in no event shall the term of this agreement be extended beyond May 7, 2016.

5. **Rent.** Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Sublessee shall pay to Sublessor as rent Five Hundred (\$500) Dollars and the City of San Diego as rent Five Hundred (\$500) Dollars per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased on each annual anniversary of the Commencement Date by an amount equal to Three percent (3%) of the Rent for the previous year. Rent shall be payable to Sublessor at the San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, CA 92110-4919; Attention: Accounts Receivable. Rent shall also be payable to the City of San Diego at the City Treasurer, Office of the City Treasurer, City of San Diego, P.O. Box 22909, San Diego, CA 92112-4165.

6. **Facilities; Utilities; Access.**

(a) Sublessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an air conditioned equipment room adjacent to the Building, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Sublessee Facilities"). In connection therewith, Sublessee has the right to do all work necessary to prepare, maintain and alter the Premises for Sublessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Sublessee's construction and installation work shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. Title to the Sublessee Facilities shall be held by Sublessee. All of Sublessee Facilities shall remain Sublessee's personal property and are not fixtures. Sublessee has the right to remove all Sublessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided, Sublessee repairs any damage to the Premises caused by such removal. Upon completion of the construction, Sublessee will return landscaping around the equipment room to a good condition, provided that maintenance of such landscaping will thereafter be the responsibility of Sublessor.

(b) Sublessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Sublessee shall have the right to draw utilities, not including electricity, from the existing utilities on the Property. Sublessee shall obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Sublessee's exclusive use). Sublessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Sublessee or to the servicing utility company at no cost to Sublessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Sublessor and the servicing utility company.

(c) Sublessee, Sublessee's employees, agents, subcontractors, lenders and invitees shall have access to the equipment room without notice to Sublessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In the event Sublessee needs to have access through the Building to reach its rooftop antenna installation, then this access will be requested during normal business hours or by special arrangement in the event of an emergency.

(d) Sublessor shall maintain all access to roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Sublessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for damage caused by Sublessee's negligence or Sublessee's use of such roadways.

7. Interference.

(a) Sublessee shall operate the Sublessee Facilities in a manner that will not cause interference to Sublessor and other Sublessees or licensees of the Property, provided that their installations

predate that of the Sublessee Facilities. All operations by Sublessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Sublessee Facilities, Sublessor shall not permit itself, its Sublessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Sublessor, if such equipment is likely to cause interference with Sublessee's operations. Such interference shall be deemed a material breach of Sublessor. In the event interference occurs, Sublessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Sublessor fails to comply with this paragraph, Sublessee may terminate this Agreement and/or pursue any other remedies available under this Agreement.

8. **Taxes.** If personal property taxes are assessed, Sublessee shall pay any portion of such taxes directly attributable to the Sublessee Facilities. Except as provided immediately below, Sublessor shall pay all real property taxes attributable to the Land, assessments and deferred taxes on the Property. Sublessee shall reimburse Sublessor for any increases in real property taxes which are assessed as a direct result of Sublessee's improvements to the Land. As a condition of Sublessee's obligation to pay such tax increases, Sublessor shall provide to Sublessee the documentation from the taxing authority, indicating the increase is due to Sublessee's improvements.

9. **Waiver of Sublessor's Lien.** Sublessor waives any lien rights it may have concerning the Sublessee Facilities which are deemed Sublessee's personal property and not fixtures, and Sublessee has the right to remove the same at any time without Sublessor's consent.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Sublessee for any reason or for no reason, provided Sublessee delivers written notice of early termination to Sublessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Sublessee if it does not obtain or maintain, through no fault of Sublessee or failure of Sublessee to diligently pursue, any license, permit or other approval necessary for the construction and operation of the Sublessee Facilities; or (iv) by Sublessee if Sublessee is unable to occupy and utilize the Premises due to an action of the FCC, not caused by or the result of any action of Sublessee, including without limitation, a take back of channels or change in frequencies; or (v) by Sublessee if Sublessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference (vi) by Sublessor should the Lease with the City of San Diego and Arena Group 2000 expire as a result of the demolition of the arena through redevelopment of the arena Premises.

11. **Destruction or Condemnation.** If the Premises or Sublessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation or the Sports Arena premises is

redeveloped and the arena is demolished, Sublessee may elect to terminate this Agreement as of the date of damage, destruction, condemnation or transfer in lieu of condemnation or demolition by giving notice to Sublessor no more than forty-five (45) days following the date of such damage, destruction, condemnation, transfer in lieu of condemnation or demolition. If Sublessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Sublessee, at Sublessee's sole cost and expense, shall procure and maintain on the Premises and on the Sublessee Facilities, bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessee, its employees, agents, and contractors arising out of or in connection with Sublessee's use of the Premises, all as provided for herein. Sublessor, at Sublessor's sole cost and expense, shall procure and maintain on the property bodily injury, personal injury, death, and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Sublessor, its employees, agents, and contractors arising out of or in connection with Sublessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to the other party in the event of any material alteration to or cancellation of the coverage evidenced by such certificates. A copy of the policy of insurance shall be filed with the City of San Diego Real Estate Assets Department and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated or altered without thirty (30) days prior written notice to City by the insurance company.

13. **Indemnification.** Sublessee and Sublessor shall indemnify, protect, and hold each other harmless against any and all claims, demands, suites, liabilities, damages, costs, and expenses, including attorney's fees and court costs, arising in connection with the provisions of this Agreement, including, but not limited to, all claims against each other, their agents, contractors and licensees, all performers and participants in events, all employees, licensees, contractors, and concessionaires of Sublessee or Sublessor, all persons attending an event, except to the extent caused by the negligence or willful misconduct of Sublessee or Sublessor or their employees, agents, concessionaires or contractors.

14. **Assignment and Subletting.** Sublessee may not assign, sublet, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of the City of San Diego and Sublessor, which consent shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this sublease. Any consideration above the Sublessee's then current Rent (pursuant to Paragraph 5 above) received by Sublessee from the transfer, assignment, license or sublease of the Premises, shall belong to the City of San

Diego and Sublessor, and be transferred to the City of San Diego and Sublessor within thirty (30) days of receipt by Sublessee, to the extent any of such consideration is solely allocable to this Agreement. Such assignment, assignment, license, or sublease shall not operate to release Sublessee of its liabilities and obligations arising hereunder after the date of such assignment.

15. **Warranty of Title and Quiet Enjoyment.** Sublessor warrants that: (i) Sublessor has full right to make and perform this Agreement; and (ii) Sublessor covenants and agrees with Sublessee that upon Sublessee paying the Rent and observing and performing all the terms, covenants and conditions on Sublessee's part to be observed and performed, Sublessee may peacefully and quietly enjoy the Premises.

16. **Repairs.** Sublessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Sublessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Sublessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Sublessee's control excepted.

17. **Hazardous Substances.** Sublessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor represents, warrants and agrees (1) that neither Sublessor nor, to Sublessor's actual knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Sublessor will not knowingly, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Sublessor and Sublessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliated, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. **Marking and Lighting Requirements.** Sublessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC provided, however, that Sublessee shall be responsible for such requirements to the extent that the Sublessee Facilities cause any noncompliance. Should either party be cited because the Property is not in compliance and, should the responsible party fail to cure the conditions of noncompliance, the responsible may either terminate this Agreement or proceed to cure the conditions of noncompliance at the responsible party's reasonable expense, which amounts may be added to or deducted from the Rent, as the case may be.

19. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties and consented to by City.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Sublessor: ARENA GROUP 2000, L.P., a California limited partnership The San Diego Sports Arena 3500 Sports Arena Boulevard San Diego, CA 92220-4919	Sublessee: PACIFIC BELL MOBILE SERVICES 4420 Rosewood Drive, Building 2, 4 th Floor Pleasanton, CA 94588 Attn: Property Management
---	--

With a copy to: PACIFIC BELL MOBILE SERVICES
6170 Cornerstone Court, Suite 180
San Diego, CA 92121
Attn.: Agnes Thompson

Sublessor or Sublessee may from time to time designate any other address for this purpose by written notice to the other party.

(e) This Agreement shall be governed by the laws of the State of California.

(f) Sublessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Sublessee in the Official Records of the County where the Property is located. Upon the expiration or earlier termination of this Agreement, Sublessee agrees to record a quitclaim deed or other instrument evidencing the termination of Sublessee's interest in the Property or Land. In the event the Property is encumbered by a mortgage or deed of trust, Sublessor agrees to obtain and furnish to Sublessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Sublessee may obtain title insurance on its interest in the Premises. Sublessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Property is located. The arbitrator may award the prevailing party reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

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

SUBLESSEE
PACIFIC BELL MOBILE SERVICES

By: ARENA FOUNDERS, L.P., a California
Limited Partnership, Managing General
Partner

By: FOUNDERS OF ARENA, GROUP, 2000
a California Corporation, General Partner

By: [Signature]
Name: GRACE H. HAN
Title: General Manager
Date: 9/11/98

By: [Signature]
Name: MARK A. APPEL
Title: DIRECTOR, DEPLOYMENT AND OPERATIONS
Date: 10 SEPT 98

Name: _____
Title: _____
Date: _____
Tax ID#: _____

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 1998, by and between ARENA GROUP 2000, L.P., a California limited partnership, as Sublessor, and PACIFIC BELL MOBILE SERVICES, as Sublessee.

The Land is described and/or depicted as follows:

or otherwise known as: The San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, California 92110-4919

APN: 441-590-04-00

UNION-SEATHARD JOINT VENTURE

For and in consideration of a valuable consideration

HERBERT QUINTERAS is the **CITY OF SAN DIEGO**, a municipal corporation all of the right, title and interest in and to that certain real property described in "Exhibit B" to that certain agreement entered on November 28, 1968 between **Union-Seathard Joint Venture** and the **City of San Diego** on file in the Office of the City Clerk of the City of San Diego as Document No. 721472 and more particularly described as:

All that portion of the real property described hereinafter as **Parcel 1**, **2**, and **3** lying Westerly and Northwesterly of a line described as follows:

Beginning at the point of intersection of the Southeastly line of Pueblo Lot 312 with the westerly line of Frontier Street, as described in a deed to Frontier Enterprises, Inc., recorded March 3, 1941, in Book 1143, Page 320 of Official Records of San Diego County; thence along said northerly line North $77^{\circ}57'40''$ West a distance of 919.94 feet; thence North $12^{\circ}02'20''$ East a distance of 15.00 feet; thence North $77^{\circ}57'40''$ West 322.50 feet to the TRUE POINT OF BEGINNING; thence North $12^{\circ}02'20''$ East a distance of 940.21 feet; thence North $64^{\circ}08'00''$ East a distance of 912.60 feet.

PARCEL 1:

Those portions of Pueblo Lots 241, 242, 243, 259, 270, 311, 312, 313, 314, 337, 338, 339, and that portion of the Cass & McIlwain Subdivision, according to Map thereof No. 1581, as conveyed to The City of San Diego by deed recorded January 31, 1955, in Book 4314, Page 182 of Official Records of San Diego County. EXCEPTING THEREFROM, all that portion lying southerly of the northerly line of Frontier Street. Also EXCEPTING THEREFROM, all those portions of Pueblo Lots 242, 259, 311, 312 and that portion of said Cass & McIlwain Subdivision, as conveyed by deeds to the San Diego Unified School District and recorded in Book 2987, Page 327, on February 23, 1951; Book 4732, Page 41, on January 29, 1953; and in Book 5279, Page 259, on June 23, 1954, all in Official Records of San Diego County.

PARCEL 2:

All those portions of Pueblo Lots 243 and 259 as conveyed to The City of San Diego by the United States of America by deed recorded on June 7, 1956, in Book 4131, Page 129, of Official Records of San Diego County.

EXCEPTING THEREFROM that portion thereof lying northerly of a line drawn between the Southwestly corner of Pueblo Lot 239 and a point on the southeasterly line of Pueblo Lot 239 which is a common corner to Pueblo Lots 275 and 276.

PARCEL 3:

All those portions of Pueblo Lots 242, 259, 311, 312 and that portion of Cass & McIlwain Subdivision, according to Map thereof No. 1581, as conveyed to the San Diego Unified School District by deeds recorded in Book 3987, Page 327, on February 23, 1951; Book 4732, Page 41, on January 29, 1953; and in Book 5279, Page 259, on June 23, 1954, all in Official Records of San Diego County.

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated _____, 1998, by and between ARENA GROUP 2000, L.P., a California limited partnership, as Sublessor, and PACIFIC BELL MOBILE SERVICES, as Sublessee.

The Premises are described and/or depicted as follows:

This Exhibit "B" will be replaced with Final Construction, As-Built or As-Constructed Drawings when received by Lessee and initialed by Lessor.

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Sublessee.
2. Setback of the Premises from the Land'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.

PACIFIC * BELL® Mobile Services

OLD TOWN
Sports Arena
3500 Sports Arena Blvd., SAN DIEGO, CA 92110
SD-320-02

ABBREVIATIONS

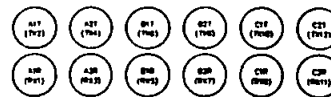
1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8	1-9	1-10	1-11	1-12	1-13	1-14	1-15	1-16	1-17	1-18	1-19	1-20	1-21	1-22	1-23	1-24	1-25	1-26	1-27	1-28	1-29	1-30	1-31	1-32	1-33	1-34	1-35	1-36	1-37	1-38	1-39	1-40	1-41	1-42	1-43	1-44	1-45	1-46	1-47	1-48	1-49	1-50	1-51	1-52	1-53	1-54	1-55	1-56	1-57	1-58	1-59	1-60	1-61	1-62	1-63	1-64	1-65	1-66	1-67	1-68	1-69	1-70	1-71	1-72	1-73	1-74	1-75	1-76	1-77	1-78	1-79	1-80	1-81	1-82	1-83	1-84	1-85	1-86	1-87	1-88	1-89	1-90	1-91	1-92	1-93	1-94	1-95	1-96	1-97	1-98	1-99	1-100	1-101	1-102	1-103	1-104	1-105	1-106	1-107	1-108	1-109	1-110	1-111	1-112	1-113	1-114	1-115	1-116	1-117	1-118	1-119	1-120	1-121	1-122	1-123	1-124	1-125	1-126	1-127	1-128	1-129	1-130	1-131	1-132	1-133	1-134	1-135	1-136	1-137	1-138	1-139	1-140	1-141	1-142	1-143	1-144	1-145	1-146	1-147	1-148	1-149	1-150	1-151	1-152	1-153	1-154	1-155	1-156	1-157	1-158	1-159	1-160	1-161	1-162	1-163	1-164	1-165	1-166	1-167	1-168	1-169	1-170	1-171	1-172	1-173	1-174	1-175	1-176	1-177	1-178	1-179	1-180	1-181	1-182	1-183	1-184	1-185	1-186	1-187	1-188	1-189	1-190	1-191	1-192	1-193	1-194	1-195	1-196	1-197	1-198	1-199	1-200	1-201	1-202	1-203	1-204	1-205	1-206	1-207	1-208	1-209	1-210	1-211	1-212	1-213	1-214	1-215	1-216	1-217	1-218	1-219	1-220	1-221	1-222	1-223	1-224	1-225	1-226	1-227	1-228	1-229	1-230	1-231	1-232	1-233	1-234	1-235	1-236	1-237	1-238	1-239	1-240	1-241	1-242	1-243	1-244	1-245	1-246	1-247	1-248	1-249	1-250	1-251	1-252	1-253	1-254	1-255	1-256	1-257	1-258	1-259	1-260	1-261	1-262	1-263	1-264	1-265	1-266	1-267	1-268	1-269	1-270	1-271	1-272	1-273	1-274	1-275	1-276	1-277	1-278	1-279	1-280	1-281	1-282	1-283	1-284	1-285	1-286	1-287	1-288	1-289	1-290	1-291	1-292	1-293	1-294	1-295	1-296	1-297	1-298	1-299	1-300	1-301	1-302	1-303	1-304	1-305	1-306	1-307	1-308	1-309	1-310	1-311	1-312	1-313	1-314	1-315	1-316	1-317	1-318	1-319	1-320	1-321	1-322	1-323	1-324	1-325	1-326	1-327	1-328	1-329	1-330	1-331	1-332	1-333	1-334	1-335	1-336	1-337	1-338	1-339	1-340	1-341	1-342	1-343	1-344	1-345	1-346	1-347	1-348	1-349	1-350	1-351	1-352	1-353	1-354	1-355	1-356	1-357	1-358	1-359	1-360	1-361	1-362	1-363	1-364	1-365	1-366	1-367	1-368	1-369	1-370	1-371	1-372	1-373	1-374	1-375	1-376	1-377	1-378	1-379	1-380	1-381	1-382	1-383	1-384	1-385	1-386	1-387	1-388	1-389	1-390	1-391	1-392	1-393	1-394	1-395	1-396	1-397	1-398	1-399	1-400	1-401	1-402	1-403	1-404	1-405	1-406	1-407	1-408	1-409	1-410	1-411	1-412	1-413	1-414	1-415	1-416	1-417	1-418	1-419	1-420	1-421	1-422	1-423	1-424	1-425	1-426	1-427	1-428	1-429	1-430	1-431	1-432	1-433	1-434	1-435	1-436	1-437	1-438	1-439	1-440	1-441	1-442	1-443	1-444	1-445	1-446	1-447	1-448	1-449	1-450	1-451	1-452	1-453	1-454	1-455	1-456	1-457	1-458	1-459	1-460	1-461	1-462	1-463	1-464	1-465	1-466	1-467	1-468	1-469	1-470	1-471	1-472	1-473	1-474	1-475	1-476	1-477	1-478	1-479	1-480	1-481	1-482	1-483	1-484	1-485	1-486	1-487	1-488	1-489	1-490	1-491	1-492	1-493	1-494	1-495	1-496	1-497	1-498	1-499	1-500	1-501	1-502	1-503	1-504	1-505	1-506	1-507	1-508	1-509	1-510	1-511	1-512	1-513	1-514	1-515	1-516	1-517	1-518	1-519	1-520	1-521	1-522	1-523	1-524	1-525	1-526	1-527	1-528	1-529	1-530	1-531	1-532	1-533	1-534	1-535	1-536	1-537	1-538	1-539	1-540	1-541	1-542	1-543	1-544	1-545	1-546	1-547	1-548	1-549	1-550	1-551	1-552	1-553	1-554	1-555	1-556	1-557	1-558	1-559	1-560	1-561	1-562	1-563	1-564	1-565	1-566	1-567	1-568	1-569	1-570	1-571	1-572	1-573	1-574	1-575	1-576	1-577	1-578	1-579	1-580	1-581	1-582	1-583	1-584	1-585	1-586	1-587	1-588	1-589	1-590	1-591	1-592	1-593	1-594	1-595	1-596	1-597	1-598	1-599	1-600	1-601	1-602	1-603	1-604	1-605	1-606	1-607	1-608	1-609	1-610	1-611	1-612	1-613	1-614	1-615	1-616	1-617	1-618	1-619	1-620	1-621	1-622	1-623	1-624	1-625	1-626	1-627	1-628	1-629	1-630	1-631	1-632	1-633	1-634	1-635	1-636	1-637	1-638	1-639	1-640	1-641	1-642	1-643	1-644	1-645	1-646	1-647	1-648	1-649	1-650	1-651	1-652	1-653	1-654	1-655	1-656	1-657	1-658	1-659	1-660	1-661	1-662	1-663	1-664	1-665	1-666	1-667	1-668	1-669	1-670	1-671	1-672	1-673	1-674	1-675	1-676	1-677	1-678	1-679	1-680	1-681	1-682	1-683	1-684	1-685	1-686	1-687	1-688	1-689	1-690	1-691	1-692	1-693	1-694	1-695	1-696	1-697	1-698	1-699	1-700	1-701	1-702	1-703	1-704	1-705	1-706	1-707	1-708	1-709	1-710	1-711	1-712	1-713	1-714	1-715	1-716	1-717	1-718	1-719	1-720	1-721	1-722	1-723	1-724	1-725	1-726	1-727	1-728	1-729	1-730	1-731	1-732	1-733	1-734	1-735	1-736	1-737	1-738	1-739	1-740	1-741	1-742	1-743	1-744	1-745	1-746	1-747	1-748	1-749	1-750	1-751	1-752	1-753	1-754	1-755	1-756	1-757	1-758	1-759	1-760	1-761	1-762	1-763	1-764	1-765	1-766	1-767	1-768	1-769	1-770	1-771	1-772	1-773	1-774	1-775	1-776	1-777	1-778	1-779	1-780	1-781	1-782	1-783	1-784	1-785	1-786	1-787	1-788	1-789	1-790	1-791	1-792	1-793	1-794	1-795	1-796	1-797	1-798	1-799	1-800	1-801	1-802	1-803	1-804	1-805	1-806	1-807	1-808	1-809	1-810	1-811	1-812	1-813	1-814	1-815	1-816	1-817	1-818	1-819	1-820	1-821	1-822	1-823	1-824	1-825	1-826	1-827	1-828	1-829	1-830	1-831	1-832	1-833	1-834	1-835	1-836	1-837	1-838	1-839	1-840	1-841	1-842	1-843	1-844	1-845	1-846	1-847	1-848	1-849	1-850	1-851	1-852	1-853	1-854	1-855	1-856	1-857	1-858	1-859	1-860	1-861	1-862	1-863	1-864	1-865	1-866	1-867	1-868	1-869	1-870	1-871	1-872	1-873	1-874	1-875	1-876	1-877	1-878	1-879	1-880	1-881	1-882	1-883	1-884	1-885	1-886	1-887	1-888	1-889	1-890	1-891	1-892	1-893	1-894	1-895	1-896	1-897	1-898	1-899	1-900	1-901	1-902	1-903	1-904	1-905	1-906	1-907	1-908	1-909	1-910	1-911	1-912	1-913	1-914	1-915	1-916	1-917	1-918	1-919	1-920	1-921	1-922	1-923	1-924	1-925	1-926	1-927	1-928	1-929	1-930	1-931	1-932	1-933	1-934	1-935	1-936	1-937	1-938	1-939	1-940	1-941	1-942	1-943	1-944	1-945	1-946	1-947	1-948	1-949	1-950	1-951	1-952	1-953	1-954	1-955	1-956	1-957	1-958	1-959	1-960	1-961	1-962	1-963	1-964	1-965	1-966	1-967	1-968	1-969	1-970	1-971	1-972	1-973	1-974	1-975	1-976	1-977	1-978	1-979	1-980	1-981	1-982	1-983	1-984	1-985	1-986	1-987	1-988	1-989	1-990	1-991	1-992	1-993	1-994	1-995	1-996	1-997	1-998	1-999	1-1000	1-1001	1-1002	1-1003	1-1004	1-1005	1-1006	1-1007	1-1008	1-1009	1-1010	1-1011	1-1012	1-1013	1-1014	1-1015	1-1016	1-1017	1-1018	1-1019	1-1020	1-1021	1-1022	1-1023	1-1024	1-1025	1-1026	1-1027	1-1028	1-1029	1-1030	1-1031	1-1032	1-1033	1-1034	1-1035	1-1036	1-1037	1-1038	1-1039	1-1040	1-1041	1-1042	1-1043	1-1044	1-1045	1-1046	1-1047	1-1048	1-1049	1-1050	1-1051	1-1052	1-1053	1-1054	1-1055	1-1056	1-1057	1-1058	1-1059	1-1060	1-1061	1-1062	1-1063	1-1064	1-1065	1-1066	1-1067	1-1068	1-1069	1-1070	1-1071	1-1072	1-1073	1-1074	1-1075	1-1076	1-1077	1-1078	1-1079	1-1080	1-1081	1-1082	1-1083	1-1084	1-1085	1-1086	1-1087	1-1088	1-1089	1-1090	1-1091	1-1092	1-1093	1-1094	1-1095	1-1096	1-1097	1-1098	1-1099	1-1100	1-1101	1-1102	1-1103	1-1104	1-1105	1-1106	1-1107	1-1108	1-1109	1-1110	1-1111	1-1112	1-1113	1-1114	1-1115	1-1116	1-1117	1-1118	1-1119	1-1120	1-1121	1-1122	1-1123	1-1124	1-1125	1-1126	1-1127	1-1128	1-1129	1-1130	1-1131	1-1132	1-1133	1-1134	1-1135	1-1136	1-1137	1-1138	1-1139	1-1140	1-1141	1-1142	1-1143	1-1144	1-1145	1-1146	1-1147	1-1148	1-1149	1-1150	1-1151	1-1152	1-1153	1-1154	1-1155	1-1156	1-1157	1-1158	1-1159	1-1160	1-1161	1-1162	1-1163	1-1164	1-1165	1-1166	1-1167	1-1168	1-1169	1-1170	1-1171	1-1172	1-1173	1-1174	1-1175	1-1176	1-1177	1-1178	1-1179	1-1180	1-1181	1-1182	1-1183	1-1184	1-1185	1-1186	1-1187	1-1188	1-1189	1-1190	1-1191	1-1192	1-1193	1-1194	1-1195	1-1196	1-1197	1-1198	1-1199	1-1200	1-1201	1-1202	1-1203	1-1204	1-1205	1-1206	1-1207	1-1208	
-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--

ANTENNA	SECTION	ADJUTANT	MODEL NO	CABLE	WALL ANGLE
A1	A	340'	EWS PWB-17-040P	1-5/8" = 400'	0°
A2	A	340'	EWS PWB-17-040P	1-5/8" = 380'	0°
A3	B	100'	EWS PWB-17-040P	1-5/8" = 190'	0°
B3	B	100'	EWS PWB-17-040P	1-5/8" = 170'	0°
C1	C	220'	EWS PWB-17-040P	1-5/8" = 370'	0°
C2	C	220'	EWS PWB-17-040P	1-5/8" = 350'	0°

NOTES

1. VERIFY ROUTE AND LENGTH OF CABLE RUNS BY DIPPING ALONGS INDICATED ROUTE AS REQUIRED TO CLEAR THE "OBSTACLES" AND DETERMINED REQUIRED CLEARANCE OF EXISTING EQUIPMENT
2. MINIMUM LENGTH OF 7/8" COAXIAL CABLE IS 10'-0"
3. VERIFY MODEL, NUMBER OF STATIONS AND FREQUENCY HOP SCHEME SERVICES
4. INSTALL REQUIRED MINIMUM ANTENNA DOWNPOWERS (ACS) AT EACH END OF THE CABLE ROUTE. THE ANTENNA DOWNPOWERS MUST BE ADJUSTED TO THE ANTENNA CABLE LENGTH AND THE PLAIN SURFACE OF THE STS UNIT. THE CABLE MUST BE LABELED PER THE FOLLOWING:

ANTENNA 1, ALPHA	TH=121
ANTENNA 2, ALPHA	TH=127
ANTENNA 3, ALPHA	TH=87
ANTENNA 4, ALPHA	TH=208
ANTENNA 5, ALPHA	TH=207
ANTENNA 6, ALPHA	TH=207
ANTENNA 7, ALPHA	TH=211
ANTENNA 8, ALPHA	TH=211
ANTENNA 9, ALPHA	TH=211
5. CABLE LENGTHS EXCEED PER MINIMUM ALLOWABLE IN SECTIONS "A" AND "C"



FLEXWELL COAXIAL CABLE TYPE	CONNECTOR BACKOUT WRENCH SIZE	MAXIMUM COUPLING TORQUE FOR BACKOUT TO BODY ASSEMBLY
3-PLC 12-38	5/8"	15 in.-lb. (20 in.-oz.)
PLC 12-38	7/8" (5/4")	15 in.-lb. (20 in.-oz.)
PLC 38-50	1 3/8"	20 in.-lb. (27 in.-oz.)
PLC 38-50	1 3/4"	30 in.-lb. (40 in.-oz.)
PLC 50-50	2 1/4"	40 in.-lb. (50 in.-oz.)

* 6 206-9. (p. 270 on)

FOR DAN CONNECTORS, COUPLING TONGUE (CONNECTION TO CONNECTOR)
IS 11 LBF-FT (15 N·M) TYPICAL, 16.5 LBF-FT (25 N·M) MAXIMUM

FOR ALL CONNECTORS, INSERT THE BUSH INTO THE CONNECTOR
BODY WITH A TORQUE WRENCH. STRAIGHTEN OPEN END BRANCHES ARE
OF USE FOR THE CONNECTION ROADS

KEEP CONTACT SURFACES CLEAN AND FREE FROM CORROSIVE FLUIDS &
THE CONNECTOR ASSEMBLY & PROTECT.

[illegible]

THE
STICHLER
DESIGN GROUP, INC.
10000 W. 16TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.755.1100
FAX: 303.755.1101
WWW.STICHLERDESIGN.COM

STUDYING WITH

PACIFIC BELL
Mobile Services
400 UNIVERSITY AVENUE, SUITE 2, 4TH FLOOR
PACIFIC, CALIFORNIA 94060

APPENDIX 3

OFFICIAL USE b6
 b7C
 b7D
 DATE b6
 b7C
 b7D
 NAME b6
 b7C
 b7D
 ADDRESS b6
 b7C
 b7D
 CITY, STATE, ZIP b6
 b7C
 b7D
 PHONE b6
 b7C
 b7D

Product Code:

OLD TOWN

Sports Arena

JOHN WATKINS, JR., 1122
14th Street, N.W., Wash., D.C. 20004

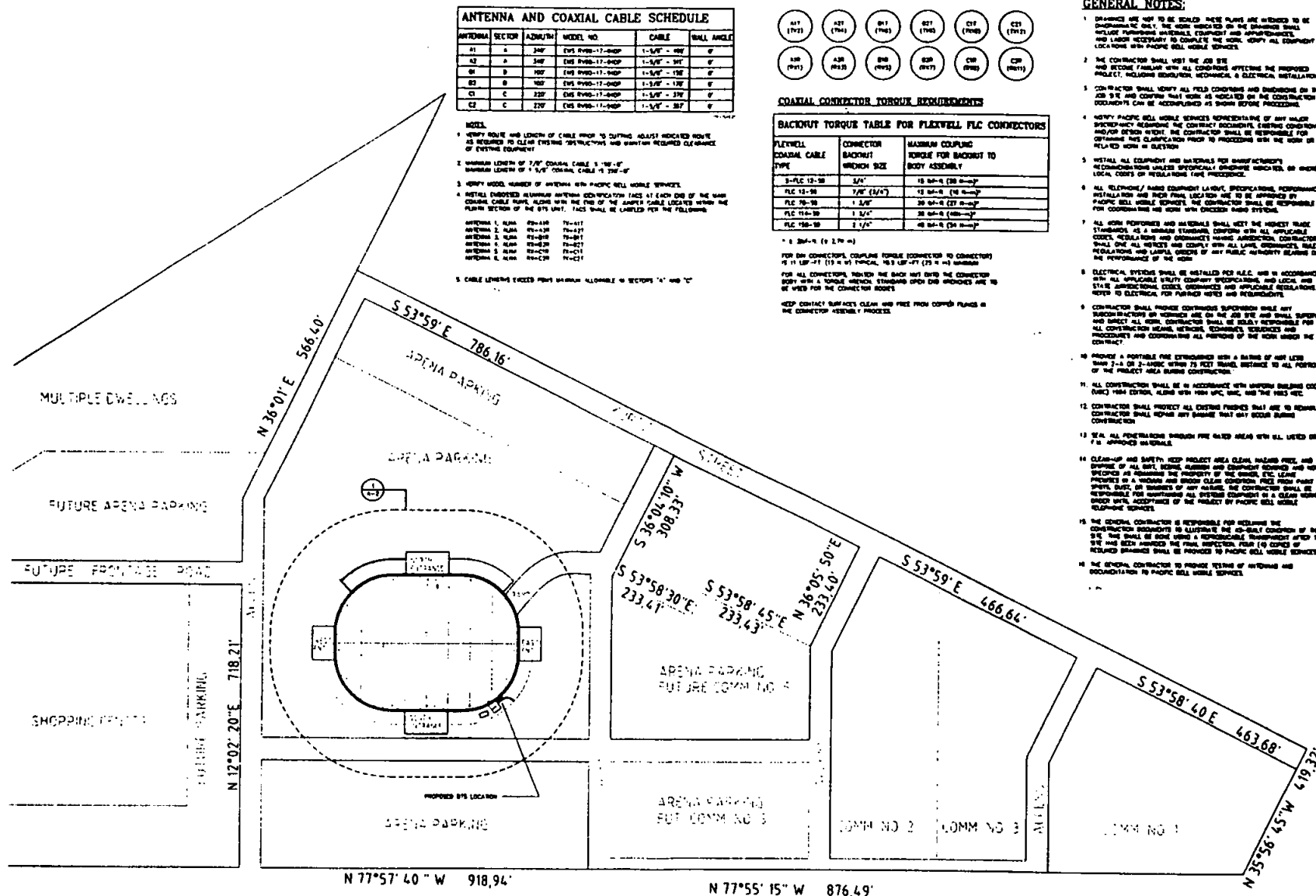
DATE	NO.
4/9/68	FIELD TO REVIEW
4/10/68	IN REVIEW
4/11/68	IN REVIEW
4/22/68	IN REVIEW
4/26/68	ANY OF QUALITY FOR CONSTRUCTION
	☐ PAPERED
	☐ ELECTRICAL
	FRONT ONLY

संज्ञा

SITE PLAN

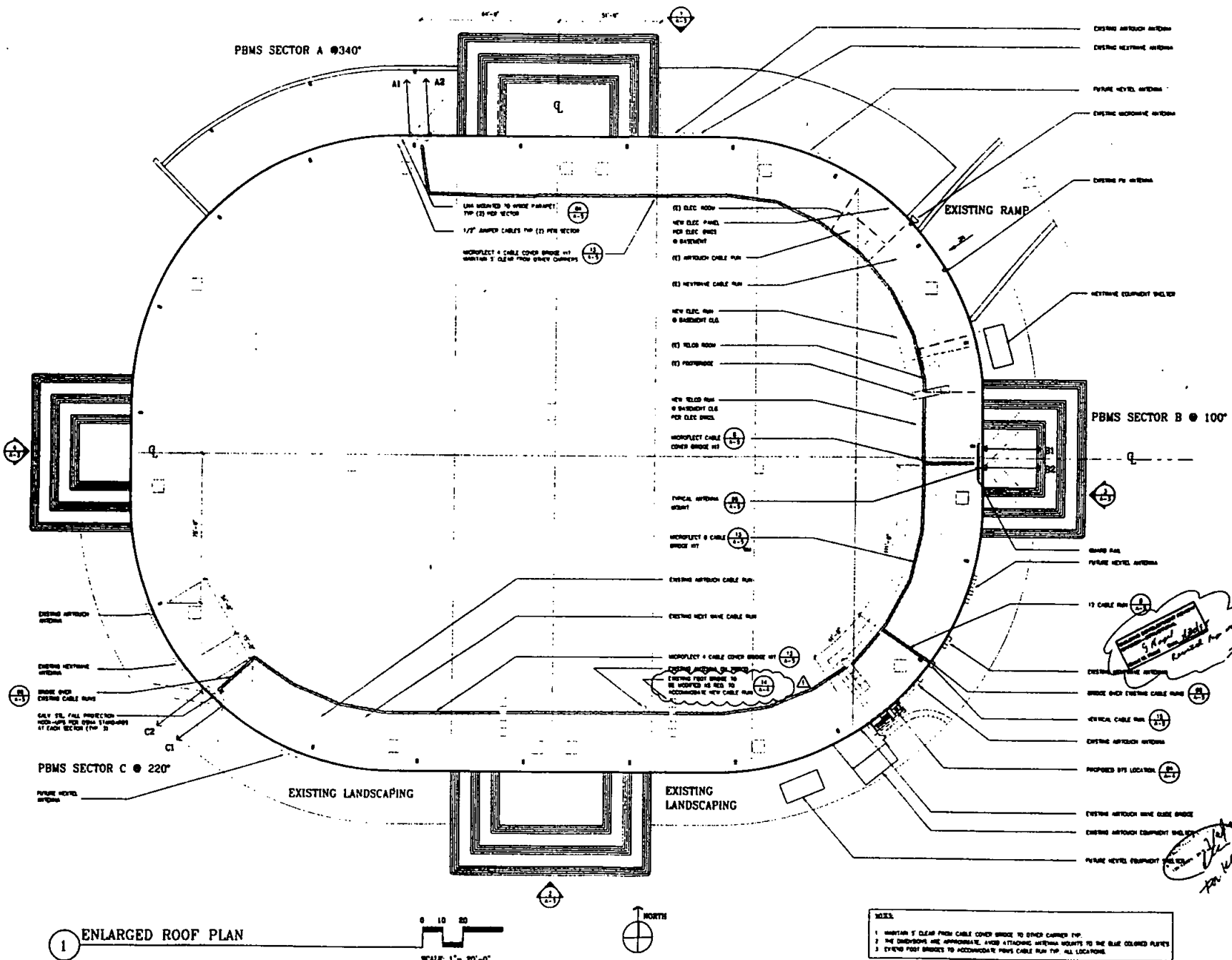
Bureau of _____ JLD
 Contract No. _____ DA
 Job No. _____ DTIC 86-06
 Price _____

A-1



1 SITE PLAN





THE STICHLER
DESIGN GROUP, INC.
200 SOUTH AVENUE, SUITE 100
DENVER, COLORADO 80202

PACIFIC BELL
Mobile Services
FOR SERVICE IN THE U.S. AND
INTERNATIONAL AREAS

APPROVALS

DESIGNER	DATE
CHECKED	DATE
IN CHARGE	DATE
CONSTRUCTION	DATE
PER APPROVAL	DATE

PROJECT NAME
OLD TOWN Sports Arena

200 SOUTH AVENUE, SUITE 100
DENVER, CO 80202



#	DATE	REVISION
1	11/10/99	PERMANENT TO REVIEW
2	11/10/99	TO REVIEW
3	11/10/99	TO REVIEW
4	11/10/99	TO REVIEW
5	11/10/99	TO REVIEW
6	11/10/99	TO REVIEW
7	11/10/99	TO REVIEW
8	11/10/99	TO REVIEW
9	11/10/99	TO REVIEW
10	11/10/99	TO REVIEW

ENLARGED ROOF PLAN

DRAWN BY: JLD
CHECKED BY: DA
JOB NO: 97282.04
SHEET NO:

A-2



PROJECT NAME
OLD TOWN
Sports Arena
2000 SPORTS ARCHA BLVD
SAN DIEGO, CA 92108
SD-CR-001

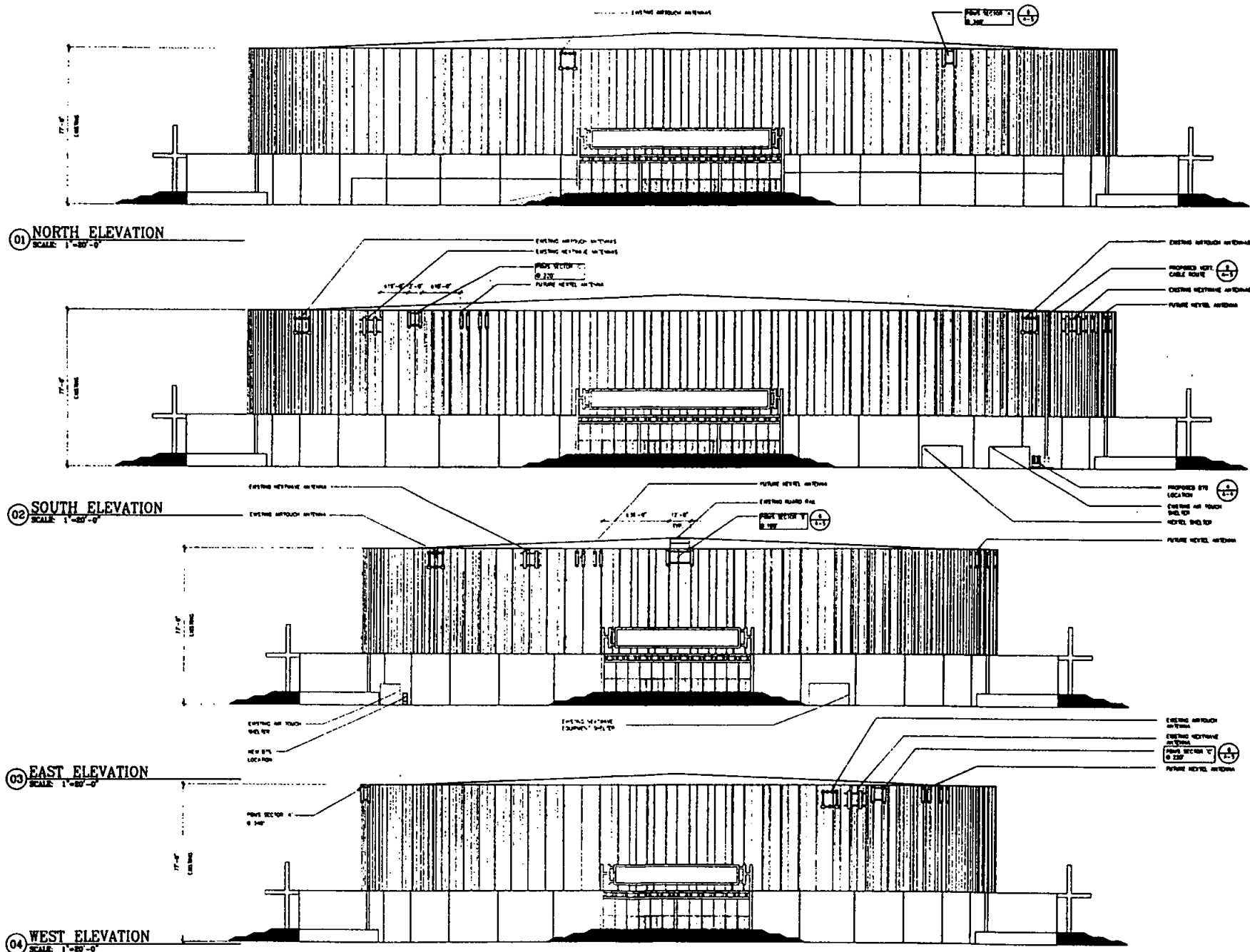


DATE	REPLY
4/6/68	FROM: IN REVIEW
4/6/68	IN REVIEW
4/23/68	IN REVIEW
4/26/68	IN REVIEW
5/1/68	CITY OF BIRMINGHAM FOR CONSTRUCTION ☐ ROADSIDE ☐ ELECTRICAL PRIORITY ONLY

ELEVATIONS

DATE BY: JLD
CHECKED BY: DA
JOB NO: 8738256
UNIT NO:

A-3

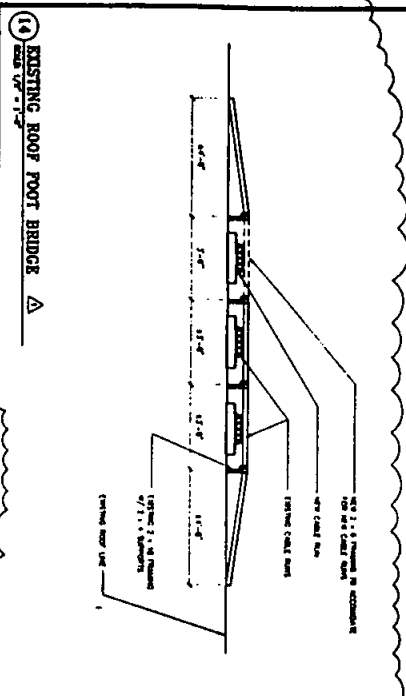
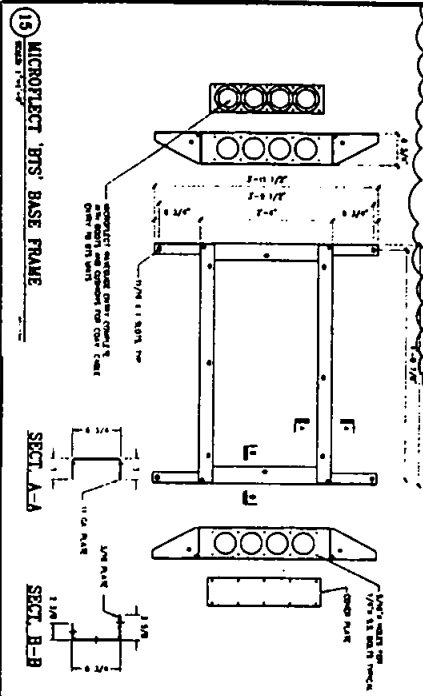
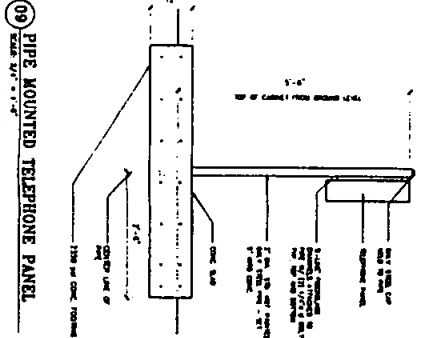
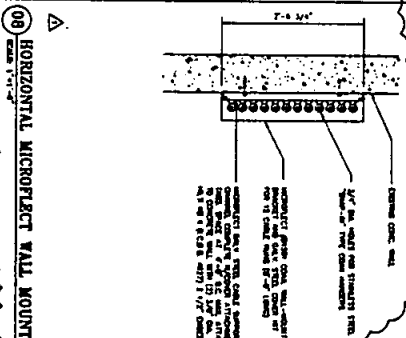
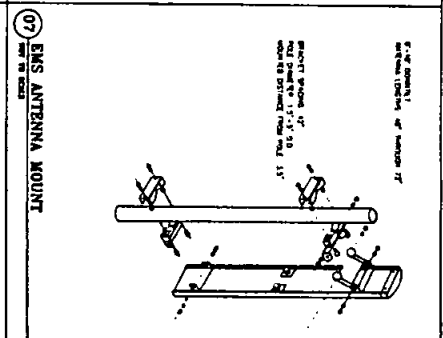
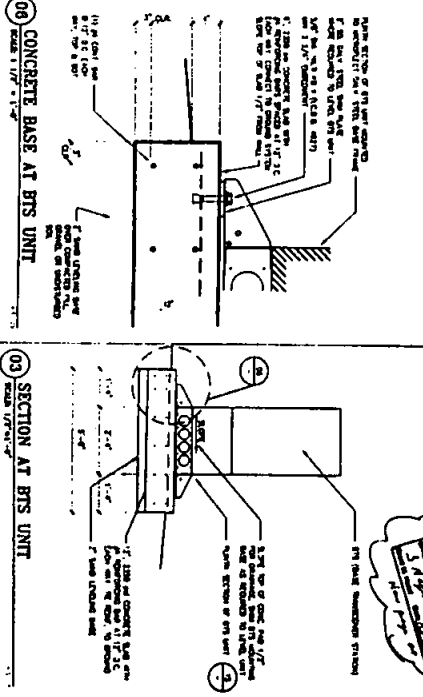
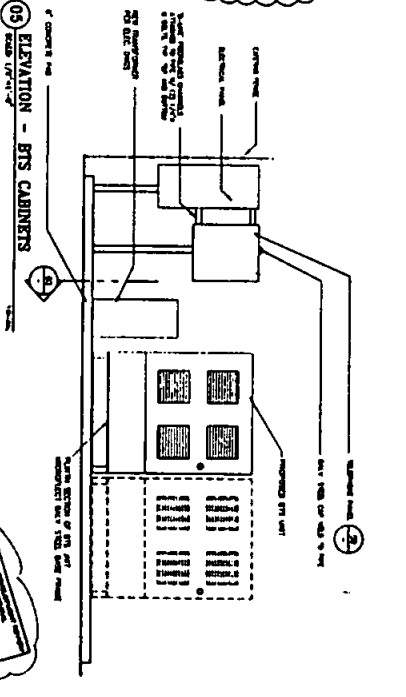
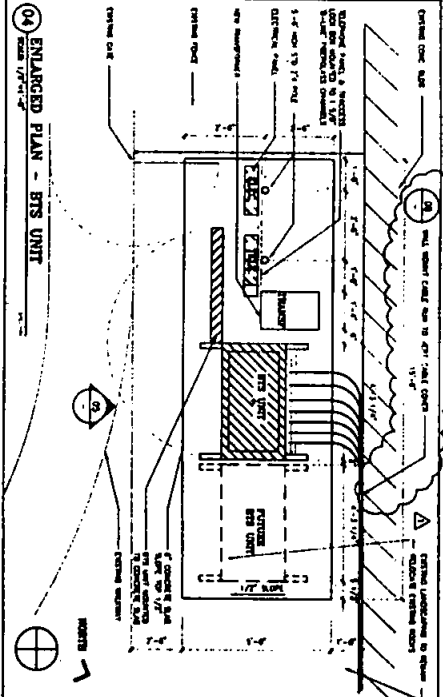




NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/14/88
2	ISSUED FOR PERMIT	11/14/88
3	ISSUED FOR PERMIT	11/14/88
4	ISSUED FOR PERMIT	11/14/88
5	ISSUED FOR PERMIT	11/14/88
6	ISSUED FOR PERMIT	11/14/88
7	ISSUED FOR PERMIT	11/14/88
8	ISSUED FOR PERMIT	11/14/88
9	ISSUED FOR PERMIT	11/14/88
10	ISSUED FOR PERMIT	11/14/88

DETAILS

SCALE: 1/8" = 1'-0"
DATE: 11/14/88
BY: JTB
CHECKED BY: JTB
APPROVED BY: JTB
SCALE: 1/8" = 1'-0"



PREPARED FOR:

PACIFIC BELL
Mobile Services
400 WEST 10TH ST., 10TH FLOOR
LOS ANGELES, CALIF. 90015

APPROVED BY:

PROJECT NAME:

OLD TOWN

Sports Arena

2000 STATE AVENUE, SUITE 200
SAN ANTONIO, TX 78204
512-352-2500

DATE:

BY:

FOR SUBMITTAL:

DATE:

BY:

FOR RECORD:

DATE:

BY:



DATE	BY	REVISION
11/10/88	JLD	REVISION 1: REVISION
11/10/88	DA	2D REVISION
11/10/88	DA	3D REVISION
11/10/88	DA	4D REVISION
11/10/88	DA	5D REVISION
11/10/88	DA	6D REVISION
11/10/88	DA	7D REVISION
11/10/88	DA	8D REVISION
11/10/88	DA	9D REVISION
11/10/88	DA	10D REVISION

NOT FOR CONSTRUCTION

DETAILS

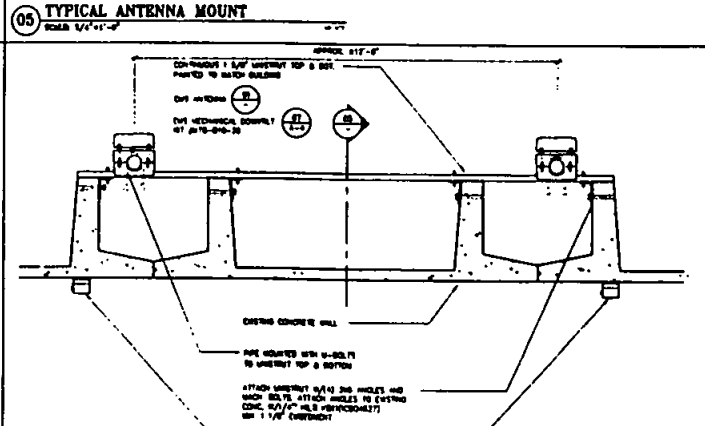
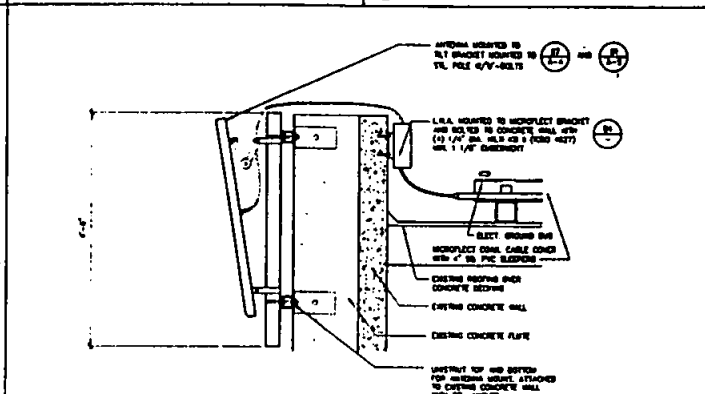
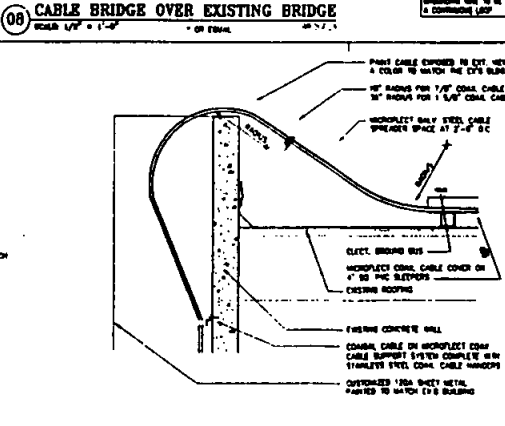
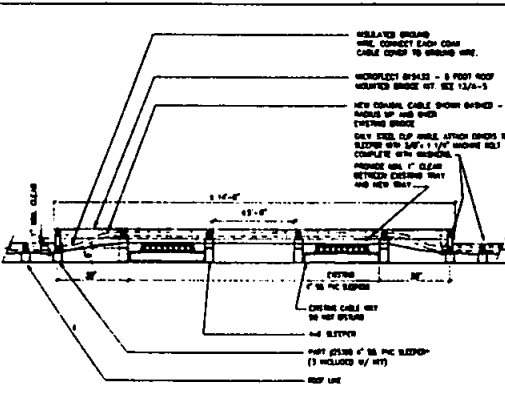
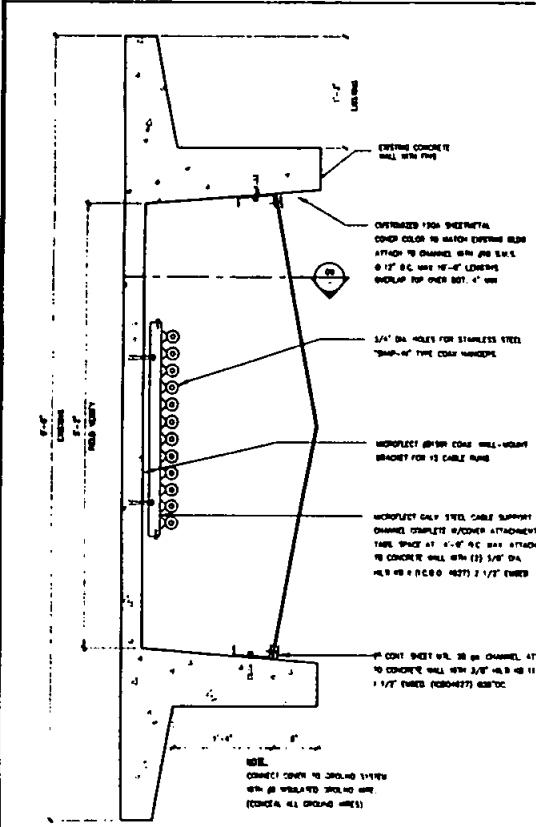
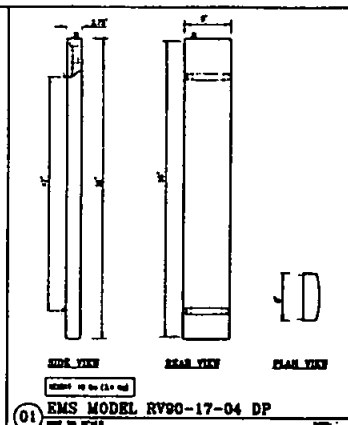
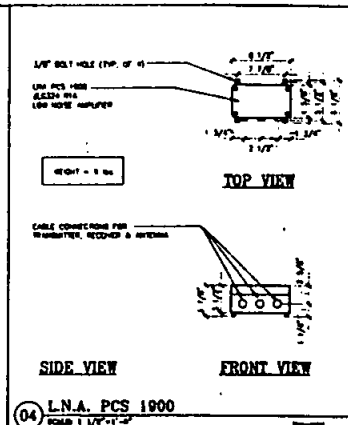
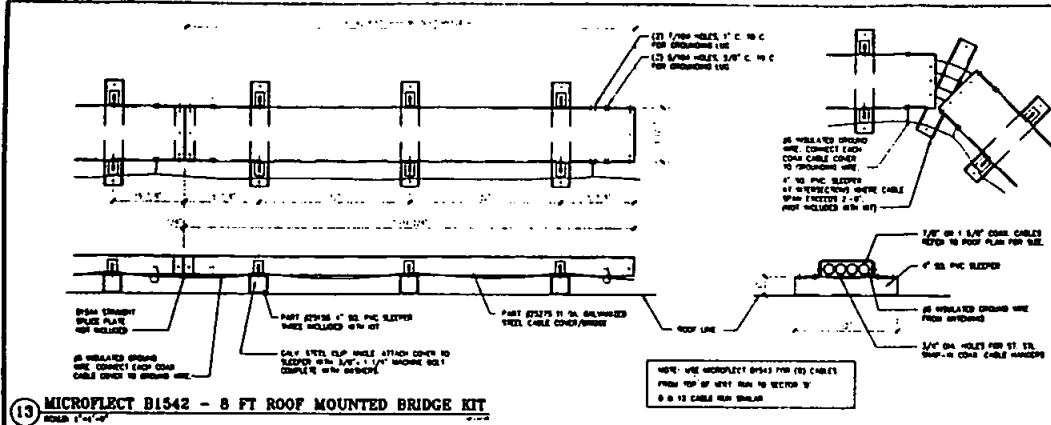
DATE: 11/10/88

DESIGNED BY: JLD

CHECKED BY: DA

2000 STATE AVENUE, SUITE 200
SAN ANTONIO, TX 78204
512-352-2500

SHEET NO. 1



13 MICROFLECT B1542 - 8 FT ROOF MOUNTED BRIDGE KIT
SCALE: 1/4"=1'-0"

14 L.N.A. PCS 1900
SCALE: 1/4"=1'-0"

15 EMS MODEL RV90-17-04 DP
SCALE: 1/4"=1'-0"

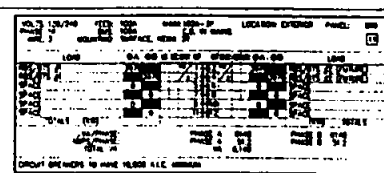
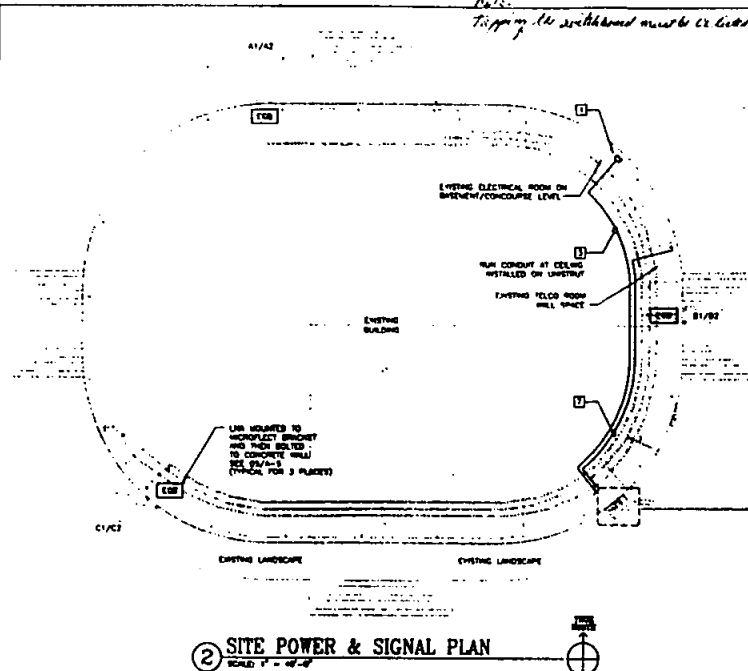
17 CABLE BRIDGE OVER EXISTING BRIDGE
SCALE: 1/4"=1'-0"

19 TYPICAL ANTENNA MOUNT
SCALE: 1/4"=1'-0"

16 COAX. CABLE WALL MOUNT
SCALE: 1/4"=1'-0"

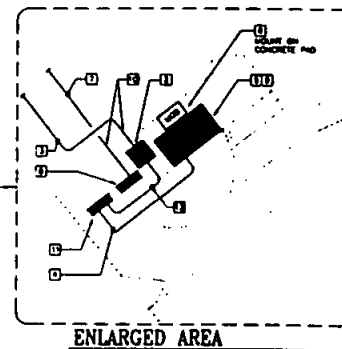
18 CABLE TRANSITION AT PARAPET
SCALE: 1/4"=1'-0"

20 PLAN VIEW ANTENNA MOUNT
SCALE: 1/4"=1'-0"

[illegible]

1. ALL EQUIPMENT (WHEELS, CROCKETS, SPEAKERS, ETC.) SHALL HAVE A BUILT IN CROCKET MARKER (CAPABLE OF BEING CHANGED) THAT WILL INDICATE WHICH CROCKET CANNOT BE USED AT THE LOCATION
2. ALL SERVICE EQUIPMENT AND INSTALLATION WORK SHALL CONFORM TO THE QUALITY CONTROL PROGRAM

CONTRACTS LOST = 2 x 250 = 500 @ 3400, 10
 UNRECOVERED FEES 500 500 x 1.25 = 625 400



② LIGHT FURNITURE LITTER INDICATES TYPE "Y" FURNITURE. "Y" INDICATES CROWN RIMMED, "Y" INDICATES SWATCH OR ORNAMENTAL CONTROLLING FURNITURE.

⌘ LIGHT SWITCH KEY, AS "H" ABOVE FINISHED FLOOR, LOW.

→ JUNCTION BOX WITH COVER.

Ⓜ JUNCTION BOX PROVIDED BY OTHERS.

Ⓜ BUILDUP RECEPTACLE AT 11" ABOVE FINISHED FLOOR, LOW.

Ⓜ SPECIAL PURPOSE RECEPTACLE, APPROXIMATE POSITION.

— CONDUIT AND WIRE IN CONDUIT.

— CONDUIT AND WIRE BY OTHER DIVISION.

— EXISTING OR FURNISH.

— CONDUIT UP.

— CONDUIT DOWN.

— "H" IN PANELBOARD, "Y" INDICATES CROWN RIMMED.

— "H" IN PANELBOARD INDICATES NUMBER OF #12 AND SMALLER, "Y" IN PANELBOARD INDICATES NUMBER OF #10 AND SMALLER.

— GROUND BUS.

— FLEXIBLE CONDUIT.

— CIRCUIT BREAKER, MOLDED CASE, 100 AMP AND 240 VOLTS AS INDICATED.

— SWITCH — SIZE, PANEL SIZE, AND TYPE AS INDICATED.

— GROUND.

— GROUND BUS.

— ELECTRICAL EQUIPMENT (EXISTING).

— ELECTRICAL EQUIPMENT (NEW).

— ABOVE FINISHED FLOOR.

— ABOVE FINISHED FLOOR.

— FLOOR FINISHED GRADE.

— BASE, STRAPPED.

— CONDUIT.

— CIRCUIT BREAKER.

— C.O. CONDUIT.

— CONDUCTOR.

— CONDUIT ONLY.

— EQUIPMENT GROUNDING BUS.

— TO DRAIN.

— EXISTING.

— FURNISH.

— GROUND BUS OR WIRE.

— GROUNDING BUS.

— LOW NOISE AMPLIFIER.

— WIRE GROUNDING BUS.

— MOUNTED.

— POWER OPERATED CONTRACTOR INSTALLED.

— PANELBOARD.

— RACK MOUNTED STEEL.

— T.E. TELEPHONE.

— TELEPHONE SERVICE CABINET.

— TRUNK.

— UNDERGROUND.

— LAMPS OR OTHERS NOTED.

— AUTOMATIC.

— TRANSFORMER.

PREPARED FOR

PACIFIC BELL
Mobile Services
Call 1-800-333-3333 for more information

APPENDIX 1

7	
8	
9	
10	

PRODUCT NAME

OLD TOWN
Sports Arena

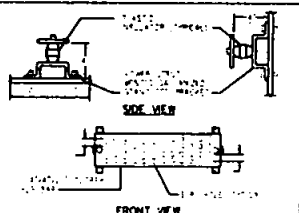
2000 STATE AGENCY 02-12
SAC CHICAGO, IL 60606
20-120-00



- 1 100. ± 0.007774 , 10. 38. 5 COMBINED NETWORK ANTENNA ASSEMBLY, COMPLETE WITH 100 AMPERE, $\pm 0.5\%$ BURNED FILLED AT 70 AMPERES AT 175 VOLTS PER HOUR AT $\pm 21.0\text{WATTS} \pm 0.15$ IN EXISTING ELECTRICAL, AUDIO (BANDWIDTH/FREQUENCY) DATA.
- 2 1/2" ± 0.001 , 10. 38. 5 COMBINED NETWORK ANTENNA ASSEMBLY, COMPLETE WITH 100 AMPERE, $\pm 0.5\%$ BURNED FILLED AT 70 AMPERES AT 175 VOLTS PER HOUR AT $\pm 21.0\text{WATTS} \pm 0.15$ IN EXISTING ELECTRICAL, AUDIO (BANDWIDTH/FREQUENCY) DATA.
- 3 1/2" ± 0.001 , 10. 38. 5 COMBINED NETWORK ANTENNA ASSEMBLY, COMPLETE WITH 100 AMPERE, $\pm 0.5\%$ BURNED FILLED AT 70 AMPERES AT 175 VOLTS PER HOUR AT $\pm 21.0\text{WATTS} \pm 0.15$ IN EXISTING ELECTRICAL, AUDIO (BANDWIDTH/FREQUENCY) DATA.
- 4 ELECTRICAL PROVISIONS AT 175 EQUIPMENT AND FOR DETAILS SEE
- 5 ELECTRICAL GROUND BUS AND ANTENNA GROUND CORD, SEE 1/2" AND 0.5/1-1.
- 6 TELEPHONE CONDUIT, FOR DETAILS SEE
- 7 TELEPHONE SERVICE CABINET, FOR DETAILS SEE
- 8 "TTS" EQUIPMENT AND GROUNDING, SEE DETAIL
- 9 CUT THROUGH EXISTING WALL FROM BASEMENT CEILING TO TELEPHONE SERVICE CABINET.
- 10 ELECTRICAL PANEL, SEE DETAIL AND SHEET
- 11 1/2" ± 0.001 , 10. 38. 5 COMBINED NETWORK ANTENNA ASSEMBLY, COMPLETE WITH 100 AMPERE, $\pm 0.5\%$ BURNED FILLED AT 70 AMPERES AT 175 VOLTS PER HOUR AT $\pm 21.0\text{WATTS} \pm 0.15$ IN EXISTING ELECTRICAL, AUDIO (BANDWIDTH/FREQUENCY) DATA.

1. ALL ELECTRICAL EQUIPMENT SHALL BE WEATHER PROOF
2. ALL ELECTRICAL PENETRATIONS SHALL BE PROVIDED WITH "WET" LOGS
3. COAT ALL GALVANIZED MATERIAL CUTS WITH ZINC PAINT
4. FOR GROUNDING, SEE DETAIL

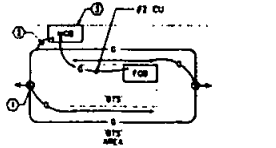
499



5 474

[illegible]

0744



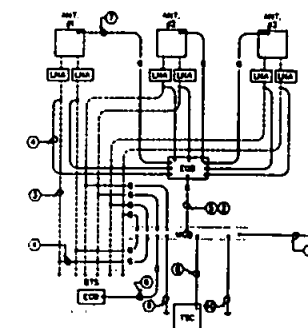
① 1/2" x 1/8" COPPER CLAD GROUND ROD PROVIDE MECHANICAL CONNECTION TO REBAR IN BASE DRIVE GROUND RODS FULL LENGTH INTO SOIL (TYPICAL FOR ALL)

- ① CORRECT REAR OF SLAB TO THE W/2 WITH SLOD #3 CORNER (THIRD OR 4TH THIRD)
- ② MARK GRIPEND BUT, LOCATE 1" FROM EDGE OF SLAB. FOR DETAILS SEE

GENERAL NOTES:

1. ALL GROUNDING CONDUCTORS TO BE #2 BARE COPPER W.G.N.

(4) vi.



(1) WTS

EXHIBIT C
MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: PACIFIC BELL MOBILE SERVICES
6170 Cornerstone Court
San Diego, CA 92121
Attn:

This Memorandum of Agreement is entered into on this 10 day of September, 1998, by and between ARENA GROUP 2000, L.P., a California limited partnership, with an office at The San Diego Sports Arena, 3500 Sports Arena Boulevard, San Diego, CA 92110-4919 (hereinafter referred to as "Sublessor"), and PACIFIC BELL MOBILE SERVICES, with an office at 6170 Cornerstone Court, San Diego, CA 92121, (hereinafter referred to as "Sublessee").

1. Sublessor and Sublessee entered into a Communications Site Sublease Agreement (Building) ["Agreement"] on the 10 day of September 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for three (3) years commencing on Aug. 19, 1998, and ending on Aug. 19, 2001, with five (5) successive three (3) year options to renew. Notwithstanding the term as stated above, in no event shall the term of this agreement be extended beyond May 7, 2017.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being subleased to Sublessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

SUBLESSOR:

SUBLESSEE:

ARENA GROUP 200, L.P., a California limited partnership
PACIFIC BELL MOBILE SERVICES

By: [Signature]

Name: FRANK HAN

Title: General Manager

Date: 9/11/98

By: [Signature]

Name: MARK A. APPEL

Title: DIRECTOR DEPLOYMENT AND OPERATIONS

Date: 10 SEPT 98

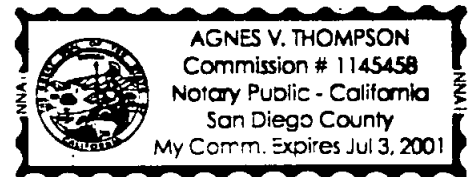
STATE OF California

COUNTY OF San Diego

On Sept. 10, 1998, before me, Agnes V. Thompson, Notary Public, personally appeared Mark A. Appel, 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.

Agnes V. Thompson (SEAL)
Notary Public



My commission expires: July 3, 2001

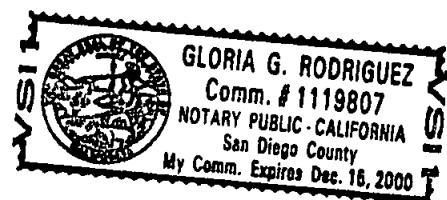
STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On 9/11/98, before me, GLORIA G. RODRIGUEZ, Notary Public, personally appeared ERNIE HAHN, 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.

Gloria G. Rodriguez (SEAL)
Notary Public



My commission expires: 12/15/00