



Real Estate Assets Department
SDC003

Zoological Society of SD/04
R402RD-D34-ADD

Document Type

LEGAL DOCUMENTS



Sub - Category

SUBLEASES



32



THE CITY OF SAN DIEGO

March 19, 2012

Mr. Adam M. Ringler
Director of Performance Improvement
San Diego Zoo
P. O. Box 120551
San Diego, CA 92112-0551

Reference: Consent to Second Amendment

Dear Mr. Ringler:

One original of the fully executed City of San Diego Consent to Second Amendment to the Communications Site Sublease Agreement dated December 2, 2011, is enclosed for your records. The Communications Site Sublease Agreement, dated May 22, 1996, provides for the sublease of a portion of The Zoological Society of San Diego's premises near the "Skyfari" area and the "Food Services" area by T-Mobile USA, Inc.

It is the City's understanding that T-Mobile will continue to pay the City fifty percent (50%) of the rent due for the two telecommunications sites. As of January 1, 2012, the monthly rent is \$2,500 (i.e., \$1,250 to the City) per site with 5% annual increases on June 1 for the month-to-month term of the sublease.

Thank you for your assistance in this matter.

Very truly yours,

Carol L. Young
Supervising Property Agent

Enclosure

cc: David A. Sandoval, CCIM, Deputy Director
Patti D. Phillips, Supervising Property Agent

I:\READY\YOUNG\T-MOBILE ZOO SUBLEASE CONSENT\Tr-Ringler 3-19-12.docx
R402RD/063/A00



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

CITY OF SAN DIEGO
CONSENT TO SECOND AMENDMENT TO
THE COMMUNICATIONS SITE SUBLEASE AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of **December 2, 2011** (the "Effective Date"), as follows:

- A. CITY, as lessor, and THE ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, as lessee ("LESSEE"), are parties to that certain LEASE AGREEMENT (the "Master Lease") dated July 23, 1979, filed with the Office of the City Clerk on August 31, 1979, as Document No. 767195, and relating to the maintenance and operations of the zoological gardens in a portion of Balboa Park (the "Premises").
- B. LESSEE, as sublessor, and T-MOBILE WEST CORPORATION, a Delaware corporation and a subsidiary of T-MOBILE USA, INC. (successor in interest to Pacific Bell Mobile Services, a California corporation), as sublessee ("Sublessee"), have entered into that certain Communications Site Sublease Agreement ("Sublease") dated May 22, 1996, as amended by that certain First Amendment to the Communications Site Sublease Agreement dated February 3, 2003, for a portion of the Premises near (i) the "Skyfari" area and (ii) the "Food Services" area to be used for telecommunications facilities.

CITY hereby consents to that certain Second Amendment to the Communications Site Sublease Agreement between LESSEE, as sublessor, and Sublessee dated December 2, 2011, attached hereto as Exhibit A, provided both of the following conditions are and remain true throughout the term of the Sublease:

- 1. The Sublease is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- 2. 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 Master Lease.

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.

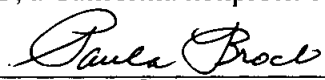
This Consent does not amend or otherwise modify the Master Lease.

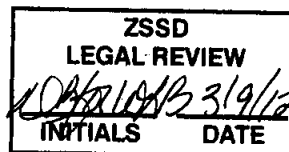
THE CITY OF SAN DIEGO, a California
municipal corporation

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

Acknowledged and agreed to by LESSEE:

THE ZOOLOGICAL SOCIETY OF SAN
DIEGO, a California nonprofit corporation

BY: 
Name: Paula Brock
Title: CEO



SECOND AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT

THIS SECOND AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT
("SECOND AMENDMENT") BETWEEN T-MOBILE WEST CORPORATION, a Delaware corporation, a
SUBSIDIARY OF T-MOBILE USA, Inc. ("Sublessee") and THE ZOOLOGICAL SOCIETY OF SAN DIEGO, A
CALIFORNIA NON-PROFIT CORPORATON ("Sublessor") is dated as of this 12/2, 2011.

RECITALS

- A)** Sublessor and Sublessee (successor in interest to TMO CA/NV LLC, fka Pacific Bell Wireless LLC, successor in interest to Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Sublease Agreement dated May 22nd, 1996, as amended by that certain First Amendment to Communications Site Sublease Agreement dated February 3rd, 2003, and that certain Consent to Sublease Agreement dated August 24, 2000, (collectively, the "Sublease").
- B)** Sublessee desires to continue the existing lease on a month to month basis. Sublessor is willing to agree to these terms in return for additional base rent.
- C)** Sublessor and Sublessee now wish to amend the Sublease pursuant to the Second Amendment.

NOW, THEREFORE, the sublease is hereby amended as follows:

- 1. Paragraph 4(a) of the Sublease is hereby amended by replacing the amount of Rent stated therein for the "Food Services" location of the Sublease with the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) and replacing the amount of Rent stated therein for the "Skyfari" location of the Sublease with the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00). Pursuant to that certain Consent to Sublease Agreement dated August 24, 2000, the Rent shall continue to increase annually by 5% and Sublessee shall continue to make 50% of the Rent payments to the City and 50% of the Rent payments to Sublessor.
- 2. Paragraph 3 of the Sublease is hereby amended by replacing the length of the term with month to month, commencing with the consent of the City of San Diego to this amendment.
- 3. Capitalized terms used in this Second Amendment without definition shall have the meaning ascribed to such terms in the Sublease.
- 4. Except as amended by this Second Amendment, the provisions of the Sublease remain unchanged and in full force and effect.

TMO Site No's: SD06002, SD06198

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Communications Site Sublease Agreement as of the date first above written.

SUBLESSOR:

THE ZOOLOGICAL SOCIETY OF SAN DIEGO

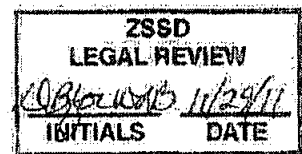
A CALIFORNIA NON-PROFIT CORPORATION

By: Paula Brock

Name: Paula Brock

Title: CEO

Date: 11/30/11



SUBLESEE:

T-MOBILE WEST CORPORATION, a Delaware corporation

A SUBSIDIARY OF T-MOBILE USA

By: [Signature]

Name: Danny Bassman

Title: Director

Date: 12/13/11

Approved as to Form
Carolyn Young

FIRST AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO THE COMMUNICATIONS SITE SUBLEASE AGREEMENT ("First Amendment") between PACIFIC BELL WIRELESS, LLC, A NEVADA LIMITED LIABILITY COMPANY, d/b/a CINGULAR WIRELESS ("Sublessee") and THE ZOOLOGICAL SOCIETY OF SAN DIEGO, A CALIFORNIA NON-PROFIT CORPORATION ("Sublessor") is dated as of this 3rd day of February, 2003.

RECITALS

A. Sublessor and Sublessee (previously known as Pacific Bell Mobile Services, a California corporation) have entered into that certain Communications Site Sublease Agreement dated May 22nd, 1996 (the "Sublease")

B. Sublessee desires to install additional communications equipment and related facilities at the Premises ("Alteration") as described in the Revised Exhibit "C". Sublessor is willing to agree to the placement of additional equipment and facilities at the Premises in return for additional base Rent.

C. Sublessor and Sublessee now wish to amend the Sublease pursuant to this First Amendment.

NOW, THEREFORE, the Sublease is hereby amended as follows:

1. Paragraph 4(a) of the Sublease is hereby amended by replacing the amount of Rent stated therein for the "Food Services" location depicted on Exhibit "C" of the Sublease with the sum of One Thousand Nine Hundred and 00/100 Dollars (\$1,900.00) per month, effective upon the commencement of construction of the Alteration, and subject to the proration provisions and the utility provisions set forth in Paragraph 4(b).

6-6-03 commencement

2. Exhibit "C" in the original Sublease (Description of Sublease Premises) is hereby replaced with Revised Exhibit "C" (Description of Sublease Premises & Lessee Facilities) attached hereto.

3. Capitalized terms used in this First Amendment without definition shall have the meaning ascribed to such terms in the Sublease.

4. Except as amended by this First Amendment, the provisions of the Sublease remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Communications Site Sublease Agreement as of the date first above written.

SUBLESSOR:

**THE ZOOLOGICAL SOCIETY OF SAN DIEGO,
A CALIFORNIA NON-PROFIT CORPORATION**

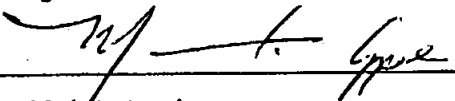
By: 
Name: PAULA S. BROOK
Title: CHIEF FINANCIAL OFFICER
Date: ZOOLOGICAL SOCIETY OF SAN DIEGO
PO BOX 120551
SAN DIEGO, CA 92112-0551

SUBLEESSEE:

**PACIFIC BELL WIRELESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY**

By: GSM FACILITIES, LLC,
its sole member,

By: CINGULAR WIRELESS, LLC,
its agent

By: 
Name: Mark A. Appel
Title: Director Network Operations
Date: 22 MAY 03

REVISED EXHIBIT "C"**(DESCRIPTION OF SUBLEASE PREMISES & LESSEE FACILITIES)**

The Premises consist of those specific areas described/shown below where Sublessee's communications antennas, equipment and cables occupy Sublessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Sublessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Sublessor's Property.

** Please See Attached drawings.*

Notes:

1. Setback of the Premises from the Sublessor's boundaries shall be the distance required by the applicable governmental authorities.
2. 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.

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with the Zoological Society of San Diego (LESSEE), dated July 23, 1979 and filed in the Office of the City Clerk as Document 767195, hereby consents to that certain Sublease Agreement (Sublease) between the above LESSEE, the sublessor, and Pacific Bell Mobile Services (SUBLESSEE) dated May 22, 1996.

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.

Consideration to City for granting this Consent to Sublease shall be a \$360 non-refundable one-time processing fee and rent. In addition, this consent is subject to the following terms and conditions:

As of June 1, 2000, Commencement Date, the following terms and conditions will become effective:

Rent Amount. The minimum rent to the CITY and LESSEE will be One Thousand and Two Hundred Dollars and no/100 (\$1,200.00) per month for each of the SUBLESSEE's two telecommunications facilities for a total of Two Thousand and Four Hundred Dollars and no/100 (\$2,400) per month to be divided equally between the LESSEE and CITY as set forth in the Master Lease.

Beginning with the second year of this Sublease and continuing each year thereafter, the rent will be increased annually on the anniversary of the Commencement Date. The monthly increase shall be five percent (5%) of the preceding years monthly rent.

Checks should be made payable to:

THE CITY TREASURER and mailed to the office of City Treasurer, City of San Diego, P.O. Box 2289, San Diego, CA 92112-4165. or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

THE CITY OF SAN DIEGO

Dated 7-7-00

By Paul J. Crawford
for Supervising Property Agent
for the City Manager

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Dated 8-24-00

By Jorie W. Khalil
Deputy

SUBLESSEE AND LESSEE / SUBLESSOR HEREBY AGREE TO THE TERMS AND
CONDITIONS OF THIS CONSENT TO SUBLEASE AGREEMENT

Zoological Society of San Diego

LESSEE / SUBLESSOR

Dated August 14, 2000

By Frederick H. Andrus

Printed Name FREDERICK H. ANDRUS

Title Director of Finance

Pacific Bell Mobile Services

SUBLESSEE

Dated July 24, 2000

By Mark Rivera

Printed Name Mark Rivera

Title Director, Network Deployment

COMMUNICATIONS SITE SUBLEASE AGREEMENT

This Communications Site Sublease Agreement ("Sublease") is dated this 22nd day of May, 1996 ("Effective Date"), by and between **PACIFIC BELL MOBILE SERVICES**, a California corporation ("Sublessee"), and **THE ZOOLOGICAL SOCIETY OF SAN DIEGO**, a California non-profit corporation ("Sublessor"), with respect to the following facts:

A. Sublessor and The City of San Diego, a municipal corporation ("City"), have entered into that certain Lease Agreement dated July 23, 1979 ("Master Lease") for certain property defined in the Master Lease ("Master Lease Premises"). A copy of the Master Lease is attached hereto as Exhibit E.

B. Sublessee desires to sublease from Sublessor, and Sublessor desires to sublease to Sublessee, a portion of the Master Lease Premises described on Exhibit B "Skyfari" attached hereto and incorporated herein by this reference and a portion of the Master Lease Premises described on Exhibit C "Food Services" attached hereto and incorporated herein by this reference ("Sublease Premises").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sublessor and Sublessee hereby agree as follows:

1. **Sublease**. Subject to the terms and conditions hereof, Sublessee hereby subleases from Sublessor, and Sublessor hereby subleases to Sublessee, the Sublease Premises. This Sublease is subject and subordinate to the Master Lease. This Sublease is conditioned upon the consent of City and is further conditioned upon Sublessee or its agents obtaining all government permits and approvals enabling Sublessee, or its agents, to construct and operate mobile/wireless communication facilities on the Sublease Premises.

2. **Use**. The Sublease Premises may be used by Sublessee for the construction, installation and operation of utilities and equipment necessary for the provision of mobile/wireless telecommunications services and the transmission and the reception of radio communication signals on various frequencies ("Sublessee Facilities") in accordance with plans and specifications of the Sublessee Facilities approved by Sublessor, which approval shall not be unreasonably withheld. Sublessor agrees, at no expense to Sublessor, to cooperate with Sublessee in making application for and obtaining all licenses, permits and any and all other necessary approvals required for Sublessee's intended use of the Sublease Premises.

3. **Term**. Unless terminated as provided herein, the term of this Sublease ("Term") shall be five years, commencing with the consent and approval of City to this Sublease ("Commencement Date"). So long as Sublessee is not in default under the terms of this Sublease, Sublessee shall have the right to extend the term of this Sublease for two additional terms ("Renewal Term") of five years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Sublease shall automatically be extended for each successive five-year Renewal Term unless Sublessee has notified Sublessor in writing of Sublessee's intention not to extend this

Sublease at least 30 days prior to the expiration of the original Term or Renewal Term, or unless Sublessor has notified Sublessee in writing at least 180 days prior to the expiration of the original Term or Renewal Term of Sublessor's intention to terminate this Sublease as provided herein.

4. Rent.

(a) Upon the Commencement Date, Sublessee shall pay as rent the sum of One Thousand Dollars (\$1,000.00) rent per month for Exhibit B "Skyfari" and One Thousand Dollars (\$1,000.00) rent per month for Exhibit C "Food Services" for a total sum of Two Thousand Dollars (\$2,000.00) ("Rent") per month. Rent payable on the Commencement Date shall include the payment of Rent for that period from the Effective Date to the Commencement Date. Total Rent for both Exhibits B and C shall be payable on the 1st day of each month in advance as follows:

(i) One Thousand Dollars (\$1,000.00) per month payable to THE CITY OF SAN DIEGO, Master Lessor.

(ii) One Thousand Dollars (\$1,000.00) per month payable to THE ZOOLOGICAL SOCIETY OF SAN DIEGO, Sublessor.

(b) Rent set forth in paragraph 4(a)(ii) above shall include all utility costs incurred by Sublessor in connection with Sublessor's furnishing of utilities for Sublessee's equipment. On the anniversary date of the Commencement Date, Sublessor shall deliver to Sublessee the actual annual utility cost for operation of Sublessee's equipment ("Annual Utility Cost"). In the event that the Annual Utility Cost exceeds the sum of One Thousand Two Hundred Dollars (\$1,200.00) for the previous year, Sublessee shall immediately pay the difference attributable to Sublessee's use of the utilities to Sublessor. ~~In the event that the Annual Utility Cost is lower than the Rent, the difference shall be credited to Sublessee for future payments of Rent.~~ In the event that Sublessee installs a second BTS unit at each site, Sublessee shall pay to Sublessor an additional Annual Utility Cost of Two Hundred Fifty Dollars (\$250.00) per month for each additional BTS at each site, and any such additional Annual Utility Cost shall be subject to the provisions of this paragraph 4(b).

~~(c) In lieu of total Rent for both Exhibits B and C payable to Master Lessor in 4(a)(i) above, Sublessee may pay a lump sum of Eighteen Thousand Dollars (\$18,000.00), representing the maximum present day value of all such Rent payments for the maximum term(s) under this Lease. In lieu of total Rent for both Exhibits B and C payable to Sublessor in 4(a)(ii) above, Sublessee may pay a lump sum of Sixty Thousand Dollars (\$60,000.00), representing the maximum present day value of all such Rent payments for the maximum term(s) under this Lease.~~

5. Improvements. Subject to the terms and conditions herein, Sublessee shall have the right, following execution of this Sublease and prior to the Commencement Date, to enter the Sublease Premises for the purposes of making necessary inspections and engineering surveys and other reasonably necessary tests (collectively, "Tests") to determine the suitability of the Sublease Premises for Sublessee's use. During any Tests or any pre-construction work, Sublessee shall maintain the insurance as set forth herein. Evidence of such insurance shall be delivered to Sublessor prior to Sublessee's entry onto the Sublease Premises. Sublessee shall not conduct any soil borings or samplings without prior notification of

Sublessor. Such soil borings and samplings shall be subject to Sublessee's reasonable approval. Sublessee shall indemnify, defend and hold Sublessor harmless from any and all claims or damages and expenses resulting from Sublessee's Tests. In the event that Sublessee determines that the Sublease Premises are unsuitable for Sublessee's contemplated use, then Sublessee shall have the right to terminate this Sublease. In the event that the Tests have caused any damage to the Sublease Premises, Sublessee shall repair the Sublease Premises at Sublessee's sole cost and expense. All of Sublessee's tests, construction and installation work on the Sublease Premises shall be performed at Sublessee's sole cost and expense and in a good and workmanlike manner. The Sublessee Facilities shall not be constructed, installed, modified or altered without Sublessor's written approval of plans and specifications for such work, which approval shall not be unreasonably withheld. Title to the Sublessee Facilities shall be held by Sublessee. All of the Sublessee Facilities shall remain the property of Sublessee and are not fixtures. Sublessee has the right to remove all Sublessee Facilities, at its sole expense, on or before the expiration or termination of this Sublease.

6. **Taxes.** Sublessee shall pay personal property taxes assessed against Sublessee Facilities. Sublessee further shall pay any increase in real property taxes, if any, attributable to the Sublessee Facilities. As a condition of Sublessee's obligation to pay any increase in real property tax, Sublessor shall provide Sublessee documentation from the taxing authority, reasonably acceptable to Sublessee, indicating the increase is due to Sublessee's improvements.

7. **Termination.** This Sublease may be terminated without further liability, on 30 days prior written notice, as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within 60 days of receipt of written notice of default; (ii) by Sublessee for any reason or for no reason, provided Sublessee delivers written notice of termination to Sublessor prior to the Commencement Date; (iii) by Sublessee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction or operation of the Sublessee Facilities; (iv) by Sublessee if Sublessee is unable to occupy or utilize the Sublease Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take-back of channels or change in frequencies; (v) by Sublessee if Sublessee determines that the Sublease Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation signal strength or interference; or (vi) by Sublessor in the event that (x) Sublessee's operations interfere with Sublessor's communications system, or (y) interfere with future construction of Sublessor's exhibits and facilities; provided, however, Sublessor has first given Sublessee written notice of any interference with Sublessor's communications systems, operations, or any interference with Sublessor's future construction, and Sublessee, upon receipt of such notice and first immediately ceasing operation, is unable to correct any such interference within thirty (30) days.

8. **Insurance.**

(a) During the term of this Sublease, Sublessee shall maintain the following insurance: (a) Commercial General Liability with limits of \$5,000,000 per occurrence, (b) Automobile Liability with a combined single limit of \$1,000,000 per accident, (c) Workers Compensation as required by law, and (d) Employers Liability

with limits of \$1,000,000 per occurrence. Such insurance shall name Sublessor as an additional insured.

(b) Sublessee shall be insured by an insurance carrier acceptable to the Sublessor and City against loss from public liability arising from the use or condition of or operation conducted on the Sublease Premises. Minimum coverage shall be \$1 million combined single limit liability in an occurrence form. A copy of the policy of insurance shall be filed with City and shall name "The City of San Diego" as an additional insured. Said policy shall specify that the policy may not be terminated, shared or canceled without 30 days prior written notice to City by the insurance company.

(c) Sublessee shall assume the defense of, indemnify and save harmless Sublessor 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 Sublease Premises by Sublessee or from any negligent act or omission or the willful misconduct of Sublessee, his agents and invitees.

9. Assignment. Sublessee shall not assign this Sublease or sublet the Sublease Premises or any part thereof without the prior written consent of Sublessor and City. Said consent by Sublessor and City shall not be unreasonably withheld. An assignment by operation of law shall automatically terminate this Sublease.

10. Access. Sublessor shall provide Sublessee, Sublessee's employees, agents, contractors and subcontractors, reasonable no-charge access to the Sublease Premises between the hours of 8:00 a.m. and 5:00 p.m. seven (7) days a week, except in the event of an emergency, in which event Sublessee shall have access to the Sublease Premises twenty-four (24) hours a day, seven (7) days a week for the term of the emergency. As a condition precedent to any access whatsoever, Sublessee, Sublessee's employees, agents, contractors and subcontractors, must first contact Sublessor's security department and, at Sublessor's option, personnel from Sublessor's security department shall accompany the access.

11. Miscellaneous.

(a) If any provision of this Sublease is invalid or unenforceable with respect to any party, the remainder of this Sublease 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 Sublease shall be valid and enforceable to the fullest extent permitted by law.

(b) This Sublease shall be binding on and inure to the benefit of the successors of the respective parties.

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

Sublessor: The Zoological Society of San Diego
2920 Zoo Drive
Post Office Box 551
San Diego, California 92112-0551
Fax: (619) 557-3971

Sublessee: Pacific Bell Mobile Services
Building 2, Fourth Floor
4420 Rosewood Drive
Pleasanton, California 94588
Fax: (510) 227-3005

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

(d) This Sublease shall be governed under the laws of the State of California.

(e) Should it become necessary for Sublessor or City to commence legal proceedings to collect rent, to recover possession or enforce any other provisions of this Sublease, Sublessee agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees provided Sublessor or City is the prevailing party in any such legal proceeding.

(f) Terms and conditions of this Sublease which by their sense and context survive the termination, cancellation or expiration of this Sublease will so survive.

(g) This Sublease constitutes the entire Sublease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Sublease must be in writing and executed by both parties.

(h) Sublessee shall observe and comply with the User Committee Electronic Land Use "On The Air" Test Instructions and Procedures attached hereto as Exhibit D.

[SIGNATURE PAGE FOLLOWS]

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

Sublessor:

**THE ZOOLOGICAL SOCIETY
OF SAN DIEGO,**
a California non-profit corporation

By: *Frederick H. Andrus*

Name: Frederick H. Andrus

Title: Director of Finance

Date: 3-4-1997

Tax ID#: 95-1648219

Sublessee:

PACIFIC BELL MOBILE SERVICES,
a California corporation

By: *Michael Flynn*

Name: Michael Flynn

Title: Network Deployment Mgr.

Date: 2-20-97

EXHIBIT A

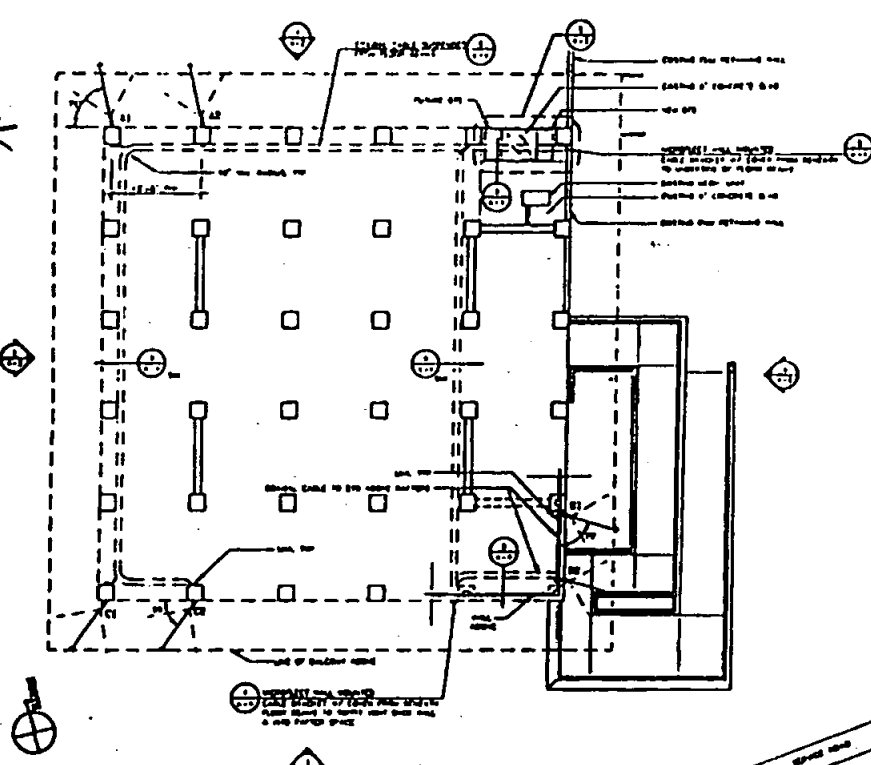
LEGAL DESCRIPTION OF SUBLESSOR'S PROPERTY (E.G., LEGAL DESCRIPTION FROM TITLE REPORT DESCRIPTION)

Property Address: 2920 Zoo Drive
San Diego, California 92101

Assessor's Parcel Number: 760-212-45
San Diego County, California

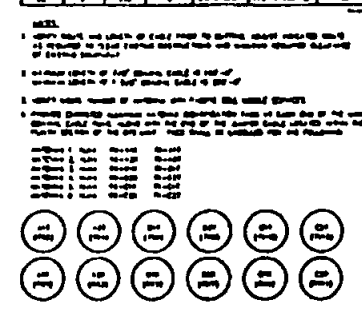
EXHIBIT B "SKYFARI"

DESCRIPTION OF SUBLEASE PREMISES



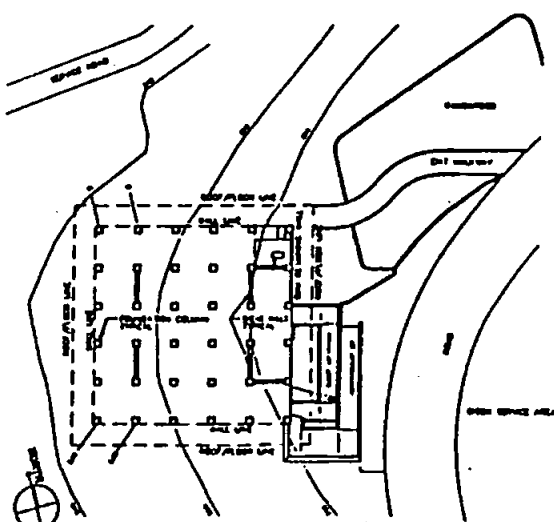
1. DETAIL PLAN
SCALE: 1/4" = 1'-0"

ANTENNA	TYPE	ADJACENT	ZONE	WLT	MODEL	NO.	CABLE	WELL	WELL
1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10	10



GENERAL NOTES:

1. The antenna and coaxial cable system is designed to be installed in the ground. The antenna is to be installed in the ground and the coaxial cable is to be installed in the ground. The antenna is to be installed in the ground and the coaxial cable is to be installed in the ground.
2. The antenna and coaxial cable system is designed to be installed in the ground. The antenna is to be installed in the ground and the coaxial cable is to be installed in the ground. The antenna is to be installed in the ground and the coaxial cable is to be installed in the ground.
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SITE/FOUNDATION PLAN
SCALE: 1" = 10'-0"

THE STICHLER
DESIGN GROUP, INC.
10000 N. 100th St.
Suite 100
Seattle, WA 98148
(206) 835-1000

PROJECT NO.
SKYTARI

DATE
1/1/80

BY
SKYTARI

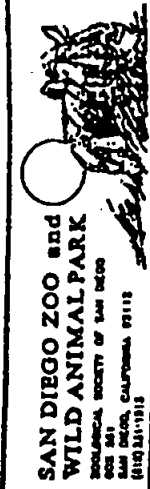
FOR
PACIFIC BELL

PROJECT NO.
SKYTARI

DATE
1/1/80

BY
SKYTARI

FOR
PACIFIC BELL



SAN DIEGO ZOO and
WILD ANIMAL PARK
BIOLOGICAL SOCIETY OF SAN DIEGO
3800 LA JOLLA VILLAGE ROAD
SAN DIEGO, CALIFORNIA 92116
(619) 594-1111

PROJECT NO.
SKYTARI

DATE
1/1/80

BY
SKYTARI

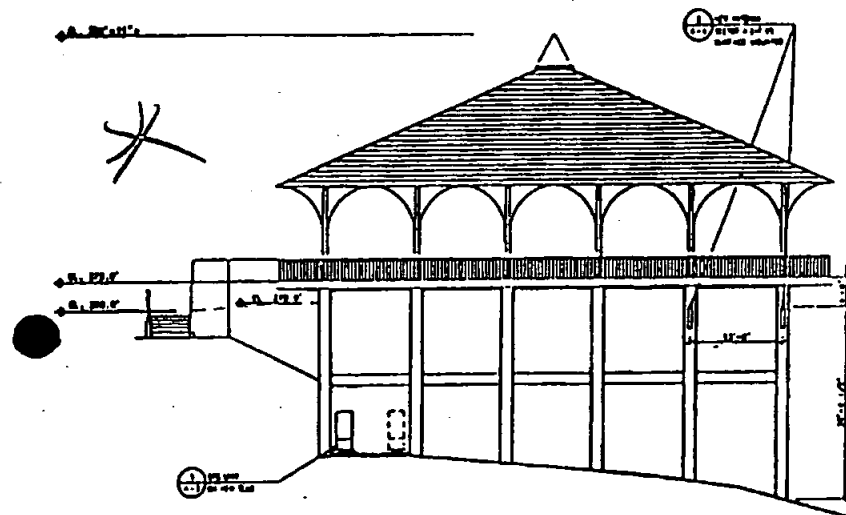
FOR
PACIFIC BELL

PROJECT NO.
SKYTARI

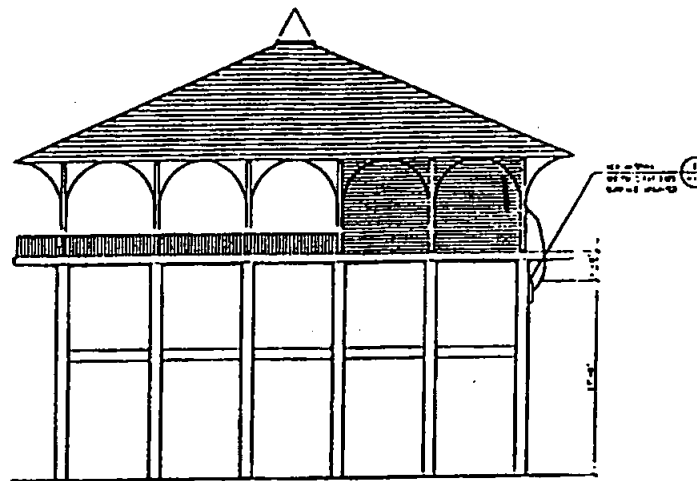
DATE
1/1/80

BY
SKYTARI

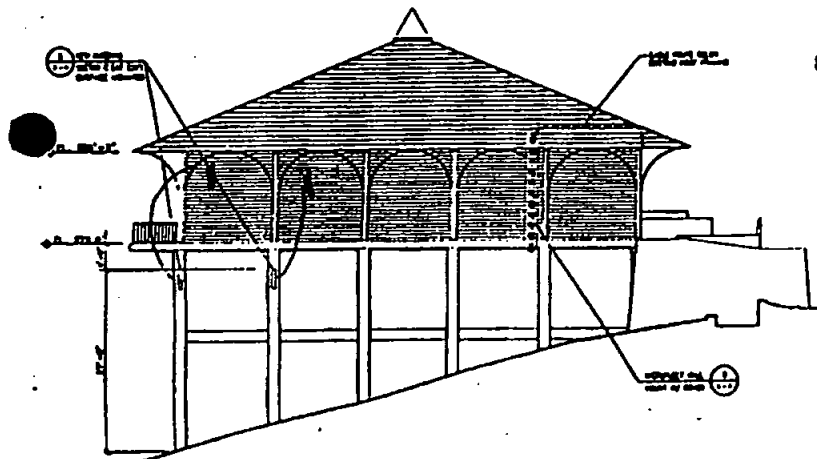
FOR
PACIFIC BELL



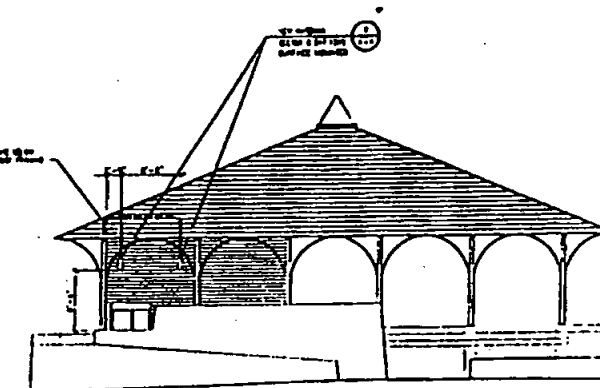
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② WEST ELEVATION
SCALE 1/8" = 1'-0"



③ SOUTH ELEVATION
SCALE 1/8" = 1'-0"



④ EAST ELEVATION
SCALE 1/8" = 1'-0"

THE
STICHLER
DESIGN GROUP, INC.

PACIFIC BELL
Mobile Services
SAN FRANCISCO, CA 94102
(415) 774-1111

DATE	01/17/88
BY	STICHLER
CHECKED BY	STICHLER
DATE	01/17/88
BY	STICHLER
CHECKED BY	STICHLER
DATE	01/17/88
BY	STICHLER

PROJECT NAME
SKYFARI
ELEVATIONS



SAN DIEGO ZOO and
WILD ANIMAL PARK
INTERNATIONAL SOCIETY OF SAN DIEGO
SAN DIEGO, CALIFORNIA 92115
(619) 594-1111

PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SKYFARI

DATE	01/17/88
BY	STICHLER
CHECKED BY	STICHLER
DATE	01/17/88
BY	STICHLER
CHECKED BY	STICHLER
DATE	01/17/88
BY	STICHLER

SHEET NUMBER
A-2



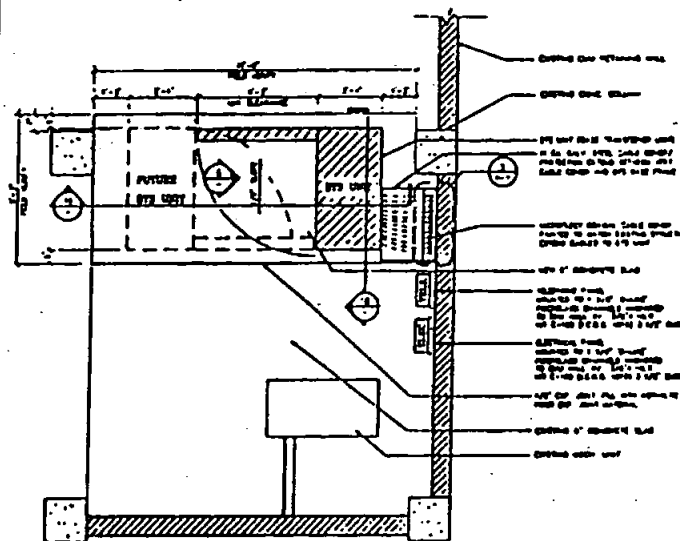
SAN DIEGO ZOO and
WILD ANIMAL PARK
ZOOLOGICAL SOCIETY OF SAN DIEGO
2005 BAL
SAN DIEGO, CALIFORNIA 92112
(619) 594-1111

PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SKYFARI

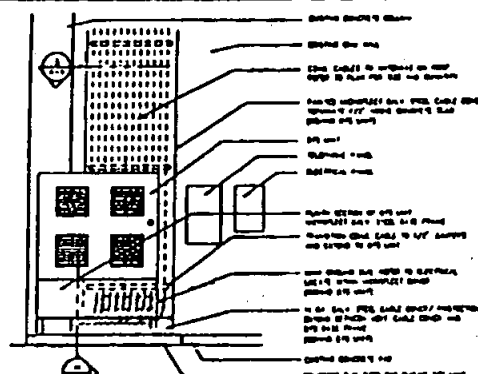
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DATE	REV
1/1/80	1/1/80
PROJECT NAME	
SKYFARI	
SHEET NUMBER	
A-3	



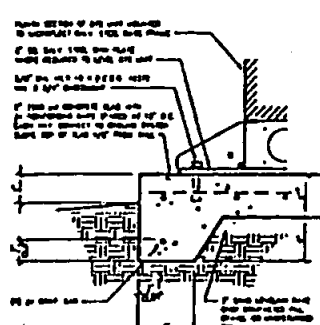
STICHLER
Mobile Services
PACIFIC BELL
Mobile Services
Antenna Installation
SKYFARI



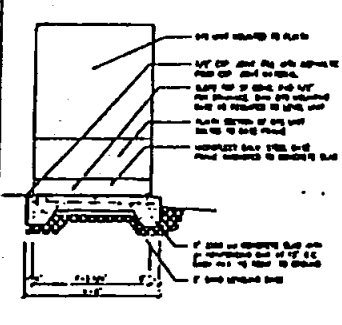
3 ENLARGED PLAN - BTS UNIT



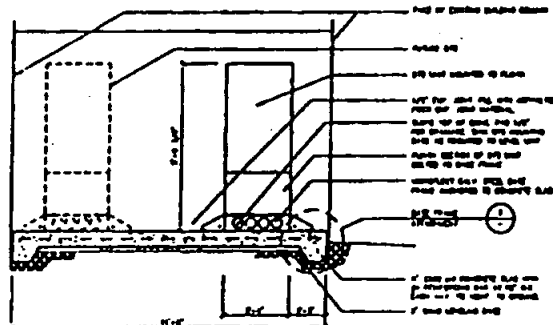
6 ELEVATION - BTS CABINET



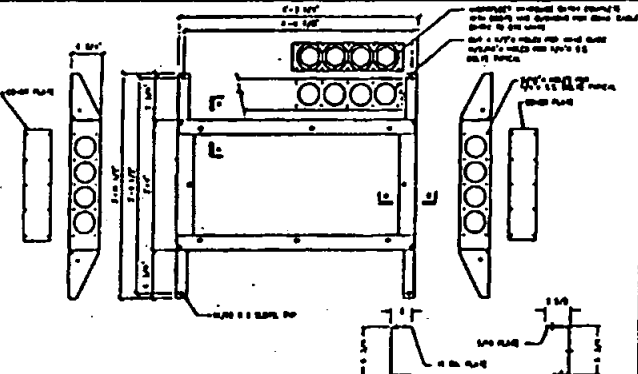
7 CONCRETE BASE AT BTS UNIT



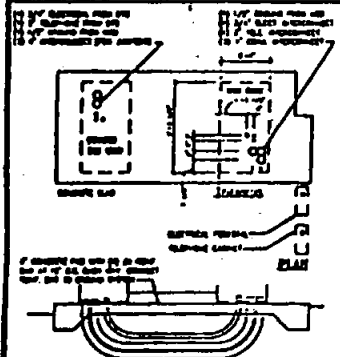
10 SECTION AT BTS UNIT



11 SECTION AT BTS UNIT

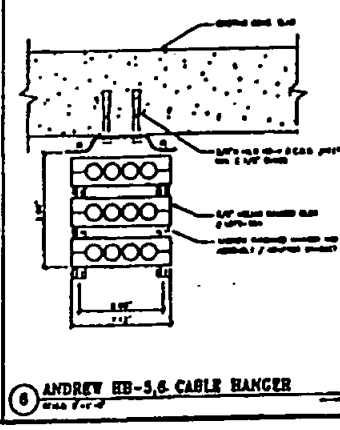
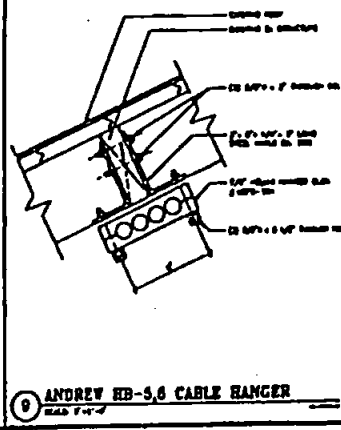
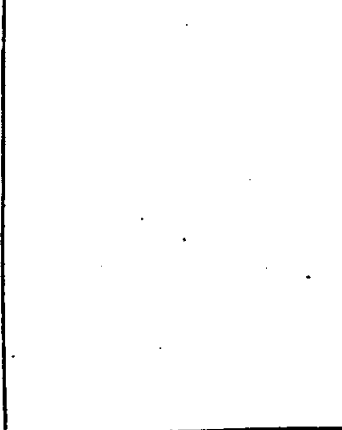
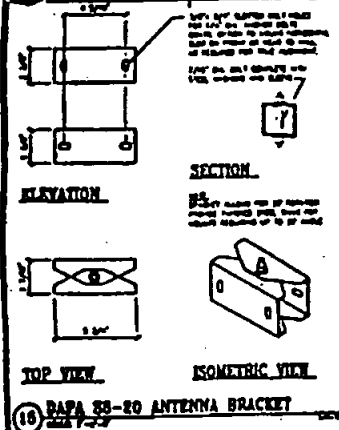
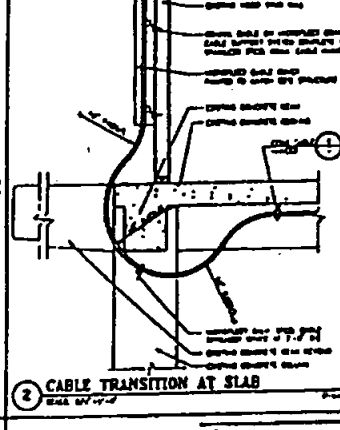
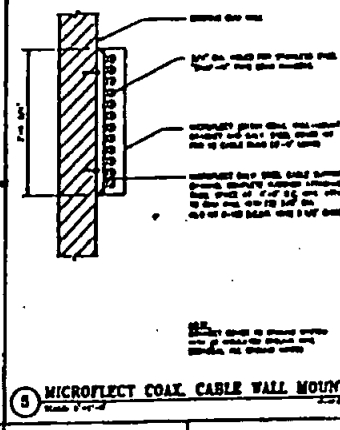
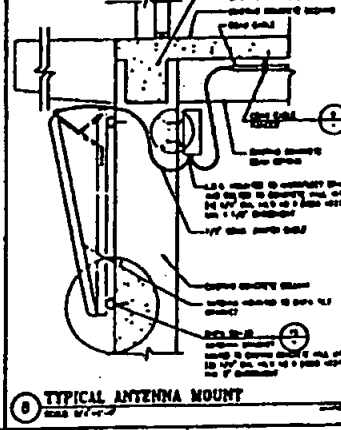
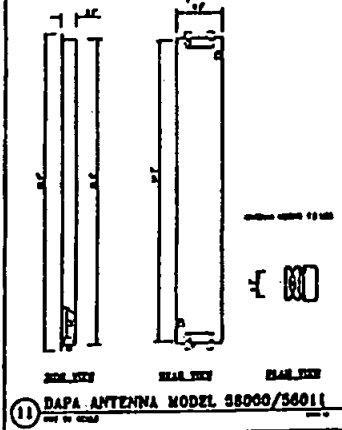
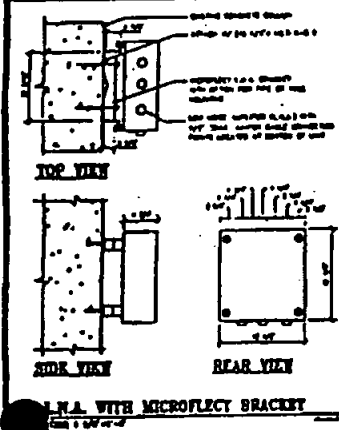
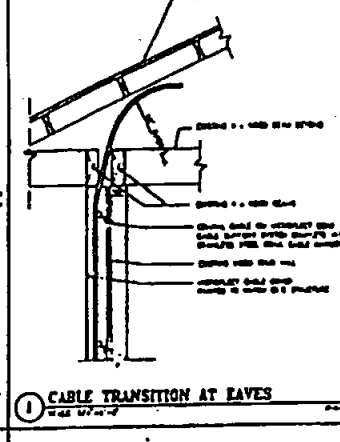
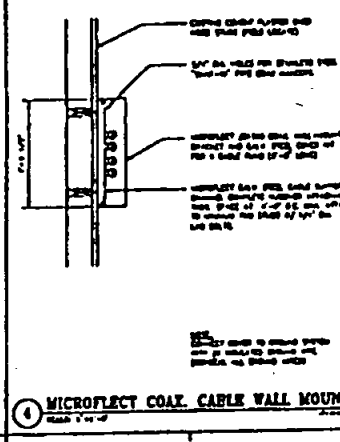
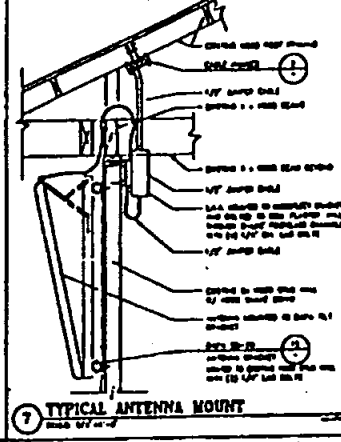
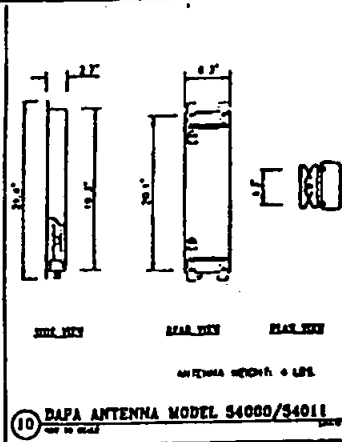
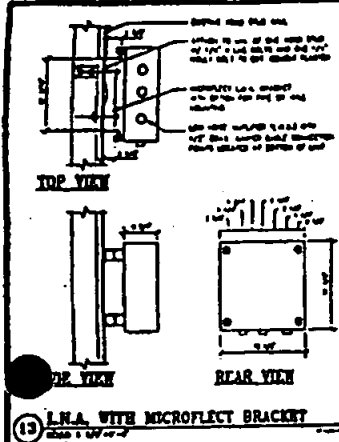


12 MICROFLEX 'BTS' BASE FRAME



14 CONDUIT LOCATION PLAN





THE STICHLER
DESIGN GROUP, INC.
PACIFIC BELL
Mobile Services
SAN DIEGO, CALIFORNIA 92115
(619) 511-1315

SKYFARI

SAN DIEGO ZOO and WILD ANIMAL PARK
ZOOLOGICAL SOCIETY OF SAN DIEGO
SAN DIEGO, CALIFORNIA 92115
(619) 511-1315

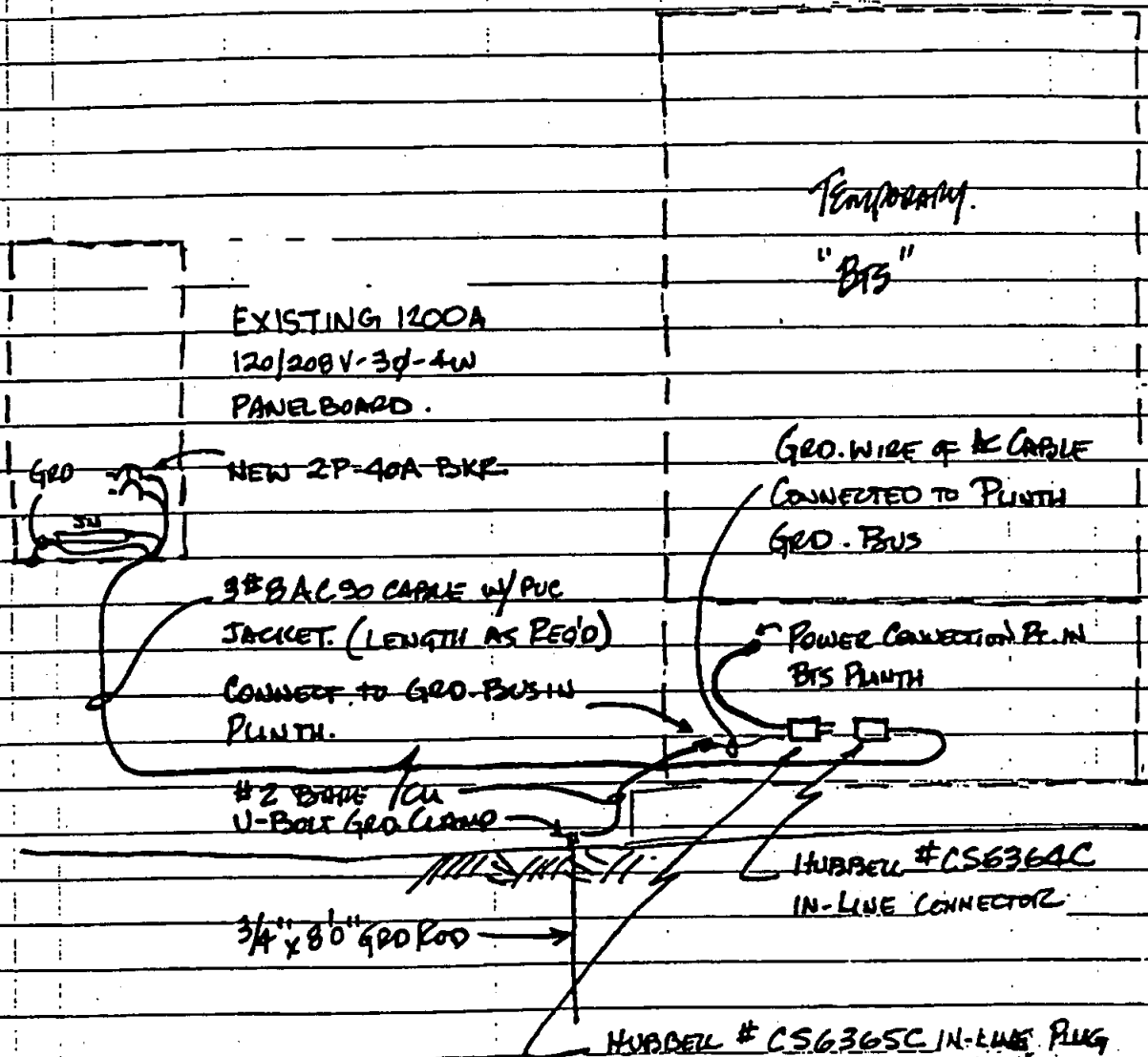
PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SKYFARI

DETAILS

A-4

EXHIBIT C "FOOD SERVICES"

DESCRIPTION OF SUBLEASE PREMISES



PECK/JONES & THE STICHLER
DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD-198-022

DRAWING DESCRIPTION

ELECTRICAL CONNECTION FOR TEMPORARY BTS
FROM EXISTING PANELBOARD.

ISDG PROJECT #

95173.00

SHEET

DATE

4/17/96

DRAWN BY

E.T.

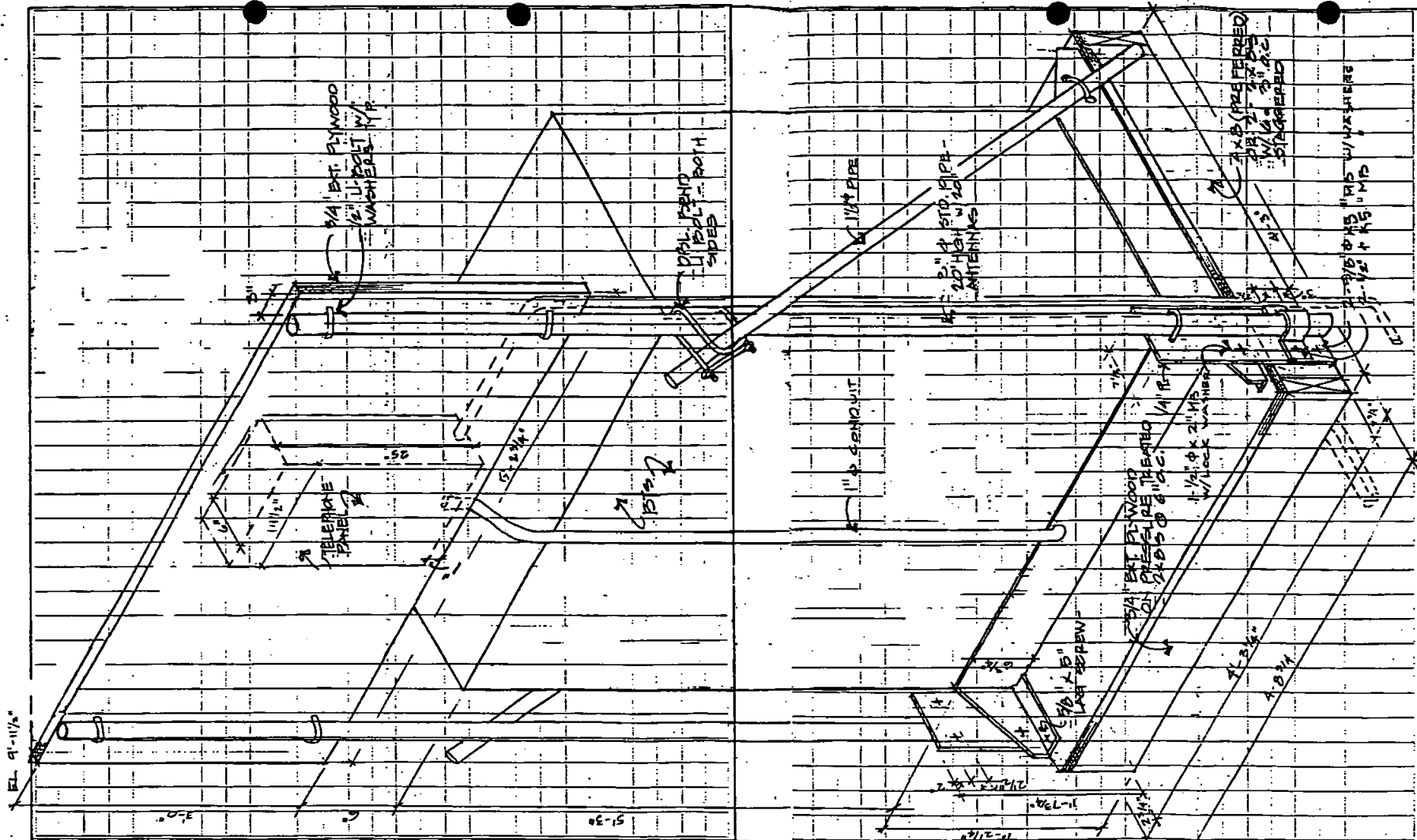
SKET-1

SHEET REF.

TYPICAL DETAIL

RF

SK-1



PECK/JONES & THE STICHLER
DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD-

DRAWING DESCRIPTION

TEMP. BTS BASE

TSOG PROJECT #

95173.00

SHEET

DATE

DRAWN BY

Pacific Bell Mobile Services
Site Number SD-

TSOG PROJECT #

95173.00

SHEET

DATE

REV. 4/18/96

DRAWN BY

VH

3K-2

Young, Carol (Real Estate Assets)

From: Young, Carol (Real Estate Assets)
Sent: Wednesday, November 23, 2011 9:44 AM
To: 'Wendy Bulger'
Subject: RE: T-Mobile/Zoo Sublease

Hi Wendy:

Please remove the words "and approval" from Section 2 of the Second Amendment. When that is accomplished, the City will prepare a Consent to the Second Amendment. You are correct, the City cannot be a party to the amendment. Thanks.

Carol

Carol L. Young - Supervising Property Agent - Real Estate Assets
1200 Third Avenue, Suite 1700, San Diego, CA 92101
(619) 236-6081 - Fax (619) 236-6706 - clyoung@sandiego.gov

From: Wendy Bulger [<mailto:WBulger@sandiegozoo.org>]
Sent: Tuesday, November 22, 2011 9:27 AM
To: Young, Carol (Real Estate Assets)
Cc: justin.barry@mitchellj.com; Dawn Boese; Elaine Chafe
Subject: T-Mobile/Zoo Sublease

Dear Carol,

Attached please find a revised second amendment to the sublease between the Zoological Society of San Diego and T-Mobile with regard to communications equipment installed on-site at the Zoo. If this meets with your approval, please let us know and we will proceed to process signatures and forward you a fully executed original. It is my understanding that the City does not wish to sign this amendment, but will issue a separate consent document. Please confirm.

Regards,
Wendy

Wendy Bulger
General Counsel
Zoological Society of San Diego
P.O. Box 120551
San Diego, CA 92112-0551
(619) 685-3241
Fax: (619) 239-4516

Confidentiality Notice

The information contained in this message (including any attachments) may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to

Young, Carol (Real Estate Assets)

From: Adam Ringler [ARingler@sandiegozoo.org]
Sent: Thursday, July 07, 2011 1:10 PM
To: Young, Carol (Real Estate Assets)
Subject: RE: San Diego Zoo Question on Cell Sites
Attachments: Adam Ringler.vcf

Hi Carol,

Sorry, I had just a moment to respond from my blackberry yesterday as I was off site. I did want to ask this... If we want to continue month to month for the immediate short term, do we need to get the City's consent to this, or is it OK just to continue as is for a while?

Let me know if I need to do anything else right now, or if there is some time period by which we must get a new agreement, or get the City's consent to continue month to month for a while?

Thanks and have a nice weekend after tomorrow.

Adam M. Ringler

Director of Performance Improvement
San Diego Zoo
p. 619 557 3973 f. 760 295 2329
P.O. Box 120551
San Diego, CA 92112-0551



>>> On Wednesday, July 06, 2011 at 10:34 AM, "Young, Carol (Real Estate Assets)" <clyoung@sandiego.gov> wrote:

Hi Adam:

How are your negotiations going with T-Mobile? Are you ready for the City's Consent to Sublease?

Carol

Carol L. Young - Supervising Property Agent - Real Estate Assets

1200 Third Avenue, Suite 1700, San Diego, CA 92101

(619) 236-6081 - Fax: (619) 236-6706 - clyoung@sandiego.gov

From: Adam Ringler [mailto:ARingler@sandiegozoo.org]

Sent: Monday, April 25, 2011 2:46 PM

To: Young, Carol (Real Estate Assets)

Subject: RE: San Diego Zoo Question on Cell Sites

Hello,

Thank you. Very helpful.

I'll be back in touch after I deal with T-Mobile.

We will work with them on two separate contracts, one for each individual cell site.

Adam M. Ringler

Director of Performance Improvement

San Diego Zoo

p: 619 557 3973 f: 760 295 2329

P.O. Box 120551

San Diego, CA 92112-0551



>>> On Monday, April 25, 2011 at 1:24 PM, "Young, Carol (Real Estate Assets)" <clyoung@san Diego.gov> wrote:
Please see below.

Carol L. Young - Supervising Property Agent - Real Estate Assets
1200 Third Avenue, Suite 1700, San Diego, CA 92101
(619) 236-6081 - Fax (619) 236-6706 - clyoung@san Diego.gov

From: Adam Ringler [<mailto:ARingler@san Diegozoo.org>]

Sent: Monday, April 25, 2011 1:02 PM

To: Young, Carol (Real Estate Assets)

Subject: San Diego Zoo Question on Cell Sites

Hi Carol,

I am continuing to work on this renewal process for T-Mobile. In regards to your most recent voice mail, I had a quick question. You mentioned that the City of San Diego was now receiving a minimum of \$30,000 per cell site on city property annually. This seems to be a large jump up from past contracts. So my clarification questions are as follows:

- 1) Has this in fact gone up as noted above. THE CITY HAS BEEN CHARGING \$30,000 ANNUALLY PER SITE SINCE 2007. THE AGREEMENTS ALSO INCLUDE A 3% ANNUAL INCREASE. ALSO, THE CITY WILL ONLY OFFER A TEN YEAR TERM. NO LONGER THAN 10 YEARS. THE CURRENT AGREEMENT YOU HAVE WITH T-MOBILE COMMENCED IN 1996. PERHAPS YOUR RATES STARTED VERY LOW AT THE TIME. YOU ARE CURRENTLY ALLOWING TWO SITES AT THE ZOO FOR THE PRICE OF ONE, IF THEY ARE DEFINITELY SEPARATE ANTENNA FACILITIES.
- 2) Is the \$30,000 per year per site, the amount that the City wants? NO, THE CITY WOULD REQUIRE 50% OF THE AMOUNT YOU CHARGE. YOU CAN CHARGE WHATEVER YOU CHOOSE. \$30,000 IS THE CURRENT MARKET RATE.
- 3) In the event we need to give the City 50% of the Rent for the Cell Site, would this then mean that our minimum charge to T-Mobile for the site needs to be \$60,000 per site per year; so that we can then give you the 50% of the revenue - then matching the \$30,000 per year? NO.
- 4) Or, is the total revenue collected per site the actual basis - in other words; we charge \$30,000 per year, and give the City \$15,000 per year per cell site? YES.

Let me know if you can answer this via e-mail, or if I should call you to clarify. Thanks so much. Have a nice day.

Adam M. Ringler

Director of Performance Improvement
San Diego Zoo

p. 619 557 3973 f. 760 295 2329

P.O. Box 120551

San Diego, CA 92112-0551

SAN DIEGO ZOO

Young, Carol (Real Estate Assets)

From: Young, Carol (Real Estate Assets)
Sent: Thursday, January 13, 2011 2:22 PM
To: 'Krebs, Robert'
Subject: SD Zoo Sites

Hi Rob:

The sublease for the sites I mention to you last week at the zoo expire on 5/21/11. Please contact the Zoological Society of San Diego to renew your sublease. The Zoological Society will have to contact me for a Consent to Sublease.

Carol

Carol L. Young - Supervising Property Agent - Real Estate Assets
1200 Third Avenue, Suite 1700, San Diego, CA 92101
(619) 236-6081 - Fax (619) 236-6706 - clyoung@sandiego.gov