

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 Eric W. Glaser
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)

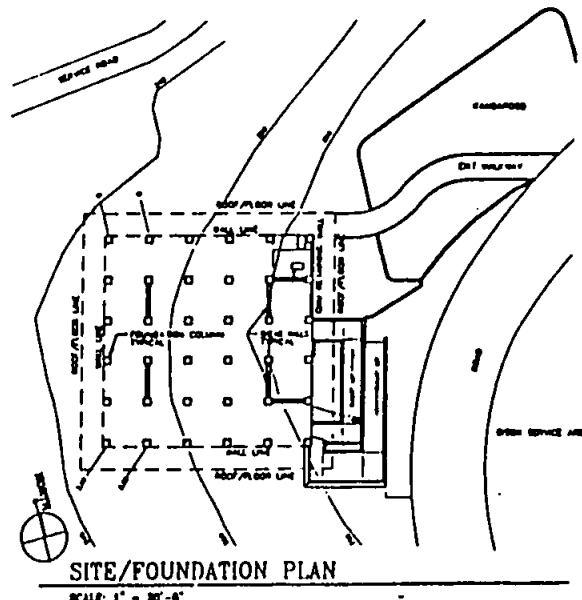
Property Address:	2920 Zoo Drive San Diego, California 92101
Assessor's Parcel Number:	760-212-45 San Diego County, California

EXHIBIT B "SKYFARI"

DESCRIPTION OF SUBLEASE PREMISES

[illegible]

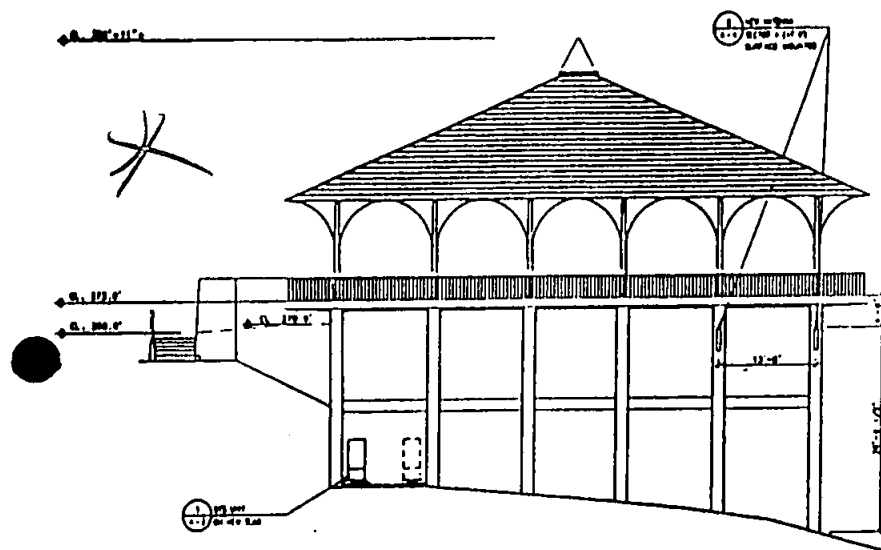
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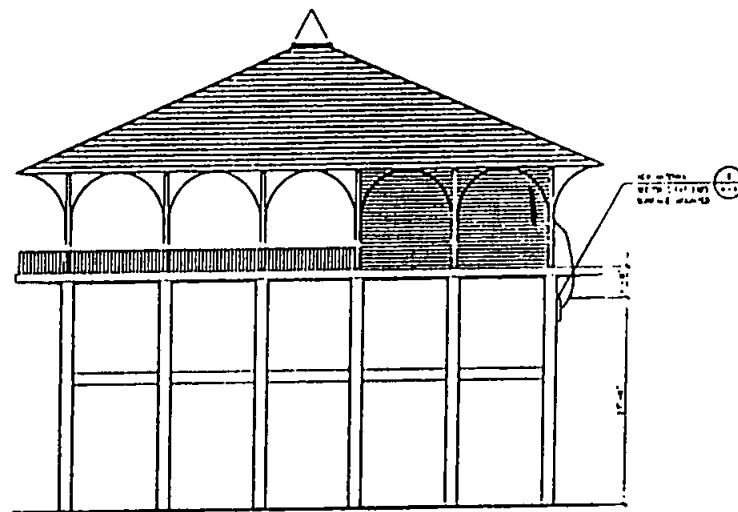
SKYTARI
EAST

**PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SKYFARI**

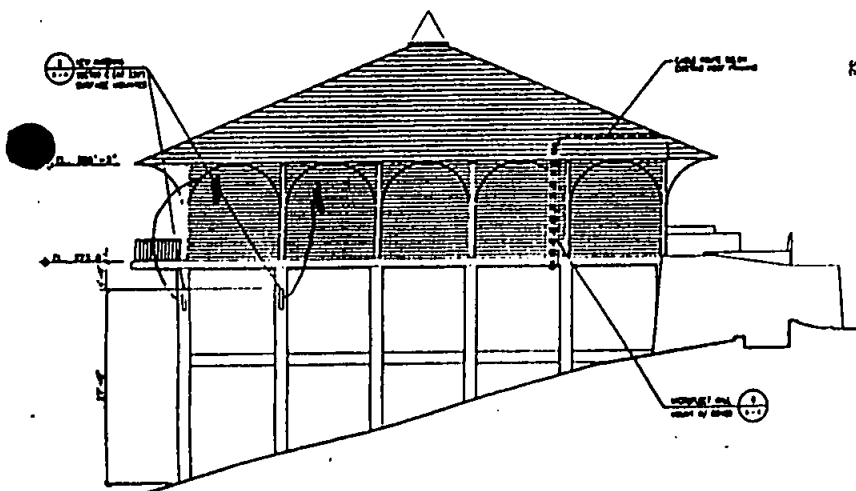
DATE: 04-20-00		DAD	
CITY: SA		SA	
JOB NO: 00175.00			
DATE: 1/10/00	TIME: 11:00 AM	DATE: 01/10/00	TIME: 11:00 AM
DATE: 01/10/00	TIME: 11:00 AM	DATE: 01/10/00	TIME: 11:00 AM
SITE PLAN		SITE PLAN	
SHEET NUMBER: A-1			



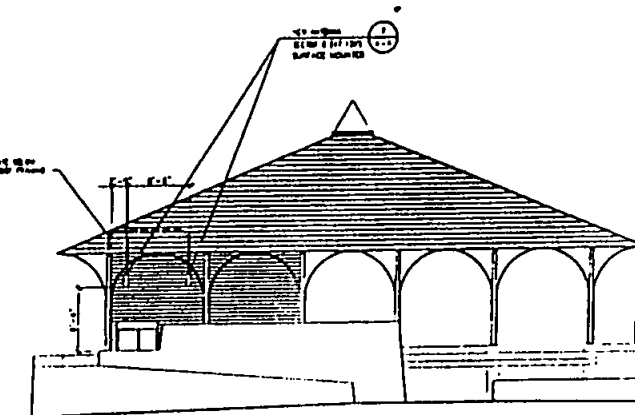
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SCALE 1/8"=1'-0"



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.
3000 La Jolla Village Drive, Suite 100
La Jolla, California 92037
(619) 451-1111

PACIFIC BELL
Mobile Services
1700 La Jolla Village Drive, Suite 100
La Jolla, California 92037
(619) 451-1111

DATE	BY
1/20/78	STICHLER
1/20/78	STICHLER
1/20/78	STICHLER
1/20/78	STICHLER

PROJECT NAME
SKYFARI
FOR THE SAN DIEGO ZOO
EST. 1970

DATE
1/20/78
BY
STICHLER

DATE
1/20/78
BY
STICHLER

DATE
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BY
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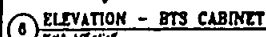
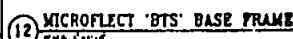
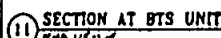
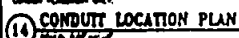
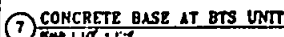
DATE
1/20/78
BY
STICHLER

DATE
1/20/78
BY
STICHLER

**SAN DIEGO ZOO and
WILD ANIMAL PARK**
ZOOLOGICAL SOCIETY OF SAN DIEGO
3000 La Jolla Village Drive, Suite 100
La Jolla, California 92037
(619) 451-1111

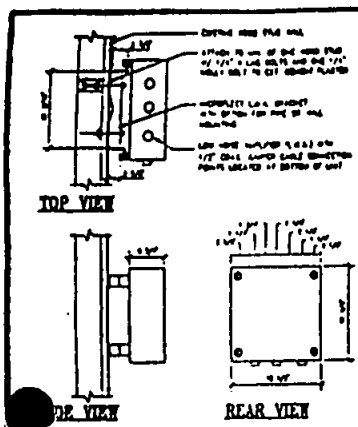
**PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SKYFARI**



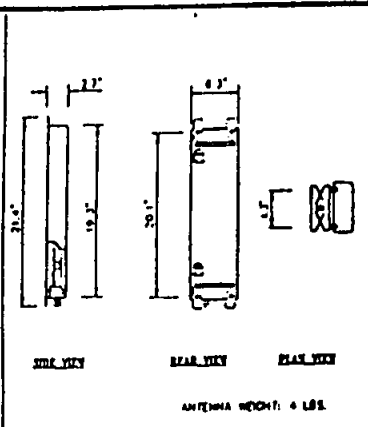


**PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SKYFARI**

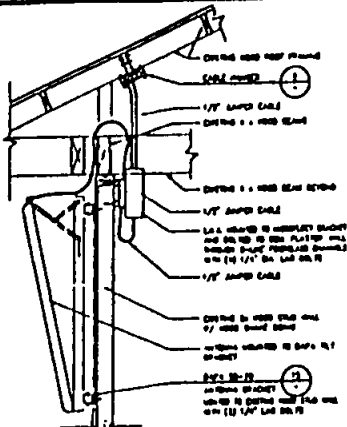
A-3



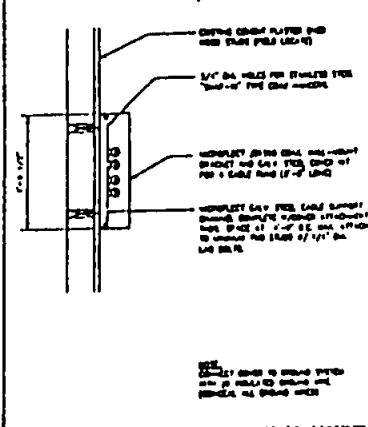
13 LNA WITH MICROFLECT BRACKET
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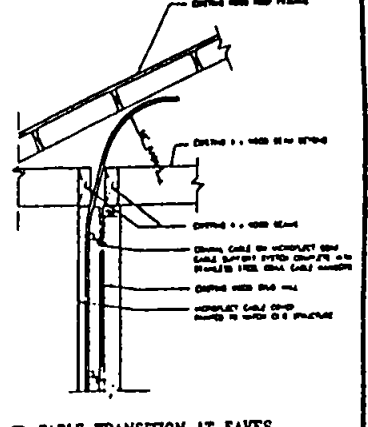
10 DAPA ANTENNA MODEL 54000/54011
NOT TO SCALE



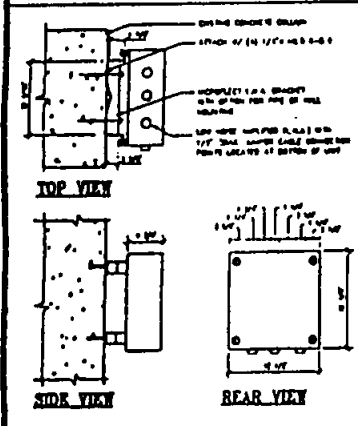
7 TYPICAL ANTENNA MOUNT
SCALE 1/4"=1'-0"



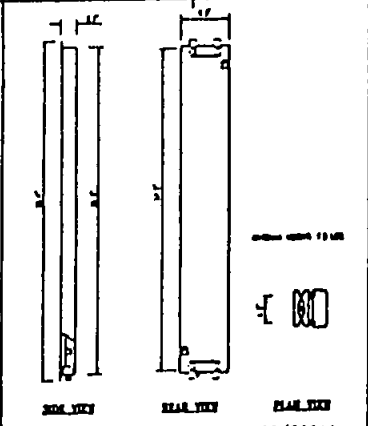
4 MICROFLECT COAX. CABLE WALL MOUNT
SCALE 1/4"=1'-0"



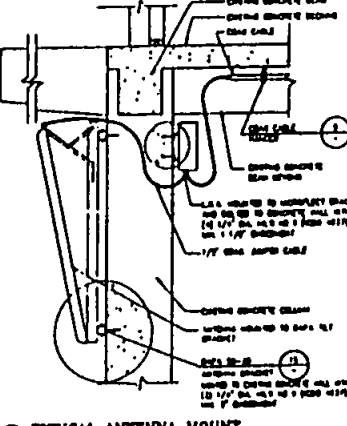
1 CABLE TRANSITION AT EAVES
SCALE 1/4"=1'-0"



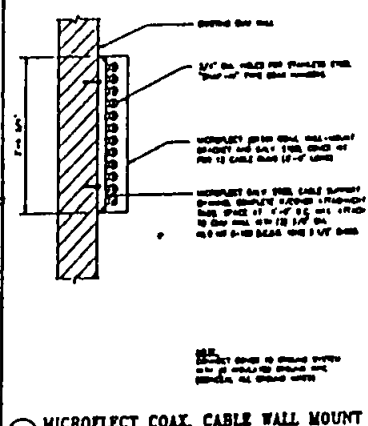
14 LNA WITH MICROFLECT BRACKET
SCALE 1/4"=1'-0"



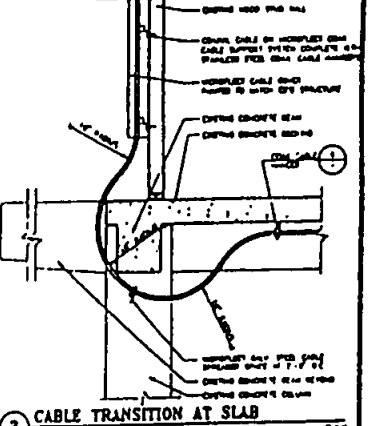
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NOT TO SCALE



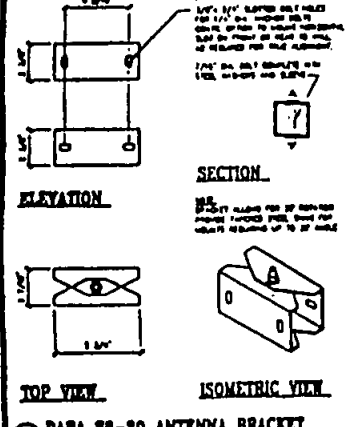
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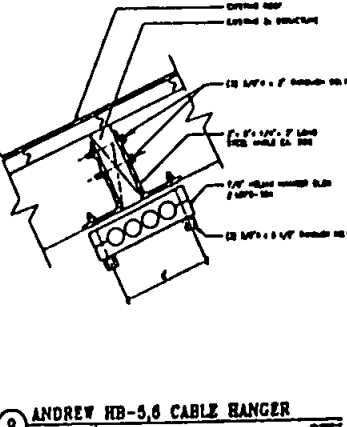
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SCALE 1/4"=1'-0"



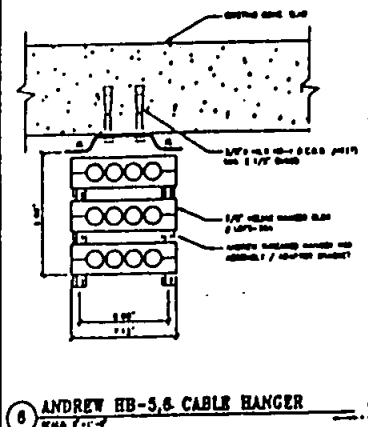
2 CABLE TRANSITION AT SLAB
SCALE 1/4"=1'-0"



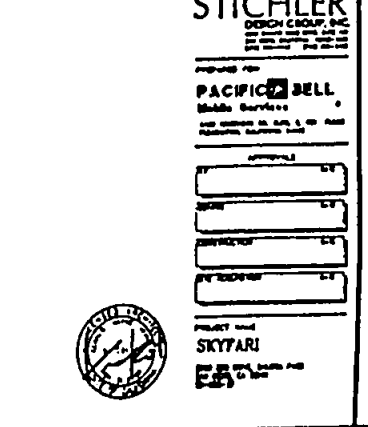
16 DAPA 30-20 ANTENNA BRACKET
SCALE 1/4"=1'-0"



9 ANDREW HB-5,6 CABLE HANGER
SCALE 1/4"=1'-0"



6 ANDREW HB-5,6 CABLE HANGER
SCALE 1/4"=1'-0"



2 CABLE TRANSITION AT SLAB
SCALE 1/4"=1'-0"

SAN DIEGO ZOO and WILD ANIMAL PARK
ZOOLOGICAL SOCIETY OF SAN DIEGO
3550 ZOO BLVD., SAN DIEGO, CALIFORNIA 92115
(619) 594-1315

PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SKYYFARI

PROJECT NO. SKYYFARI DATE 10/1/88 BY SKYYFARI CHECKED BY SKYYFARI APPROVED BY SKYYFARI PROJECT NAME SKYYFARI PROJECT ADDRESS SKYYFARI PROJECT PHONE SKYYFARI	DATE 10/1/88 BY SKYYFARI CHECKED BY SKYYFARI APPROVED BY SKYYFARI PROJECT NAME SKYYFARI PROJECT ADDRESS SKYYFARI PROJECT PHONE SKYYFARI
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THE STICHLER DESIGN GROUP, INC.

10000 SAN DIEGO AVENUE, SUITE 100, SAN DIEGO, CA 92121

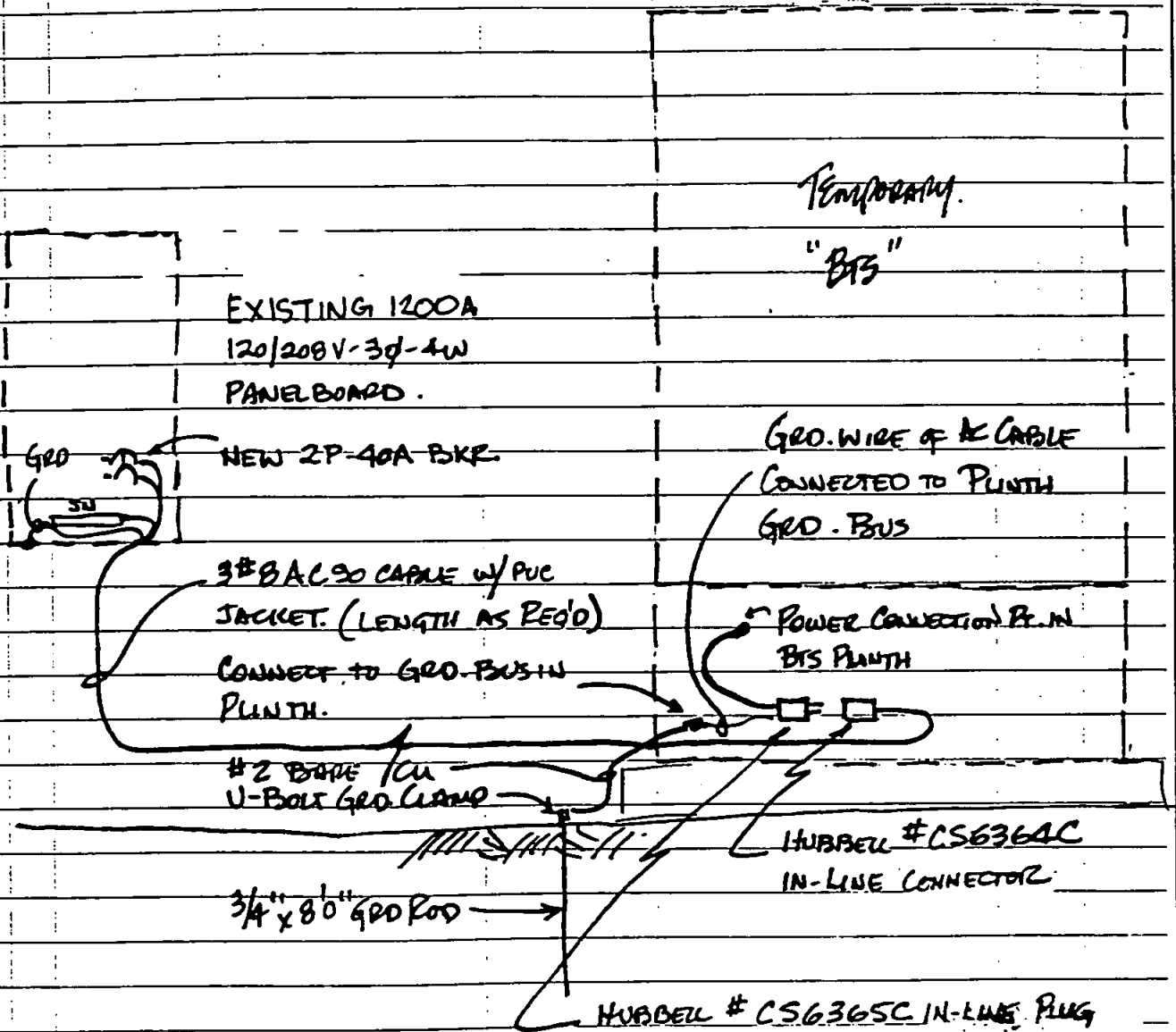
TEL: (619) 594-1315

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

SITE VISIT SKETCH 4.10.96

SITE ACC. *M. Hamilton*

PLANNER

RF

NOTE: CONTROLLED ROOF: PROVIDE WARNING SIGNS BY PBMS & MOTION DETECTOR W/ SILENT ALARM BY PBMS

EXIST. WRESTINGHOUSE HFB

1200 AMP 120/208V 3Ø 4W

PANEL. PROVIDE 100 AMP

CIRCUIT BREAKER TO MATCH

57'-0" EXIST.

WOOD STRUCTURE

"FRAMING NOT OBSERVED"

PROPOSED BALLASTED SCREEN WALL HT=5'

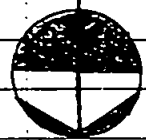
PROPOSED 5' PARAPET

PROPOSED 8' PARAPET

ELECT. CABLE ROUTE SEE SKETCH FOR ADDITIONAL INFORMATION

WAREHOUSE

FOOD SERVICE



N

A SECTOR

NOTE: ALL LANDSCAPE TRIMMING & REMOVAL BY ZOO MAINTENANCE. SITE ACC TO COORDINATE.

PECK/JONES & STICHLER

DESIGN GROUP, INC.

Pacific Bell Mobile Services

Site Number SD-198-02 "Z"

DRAWING DESCRIPTION
ROOF PLAN

SAN DIEGO ZOO

SHEET REF.

TEMPORARY PCS LOCATION

TSOG PROJECT #

95173.00

SHEET

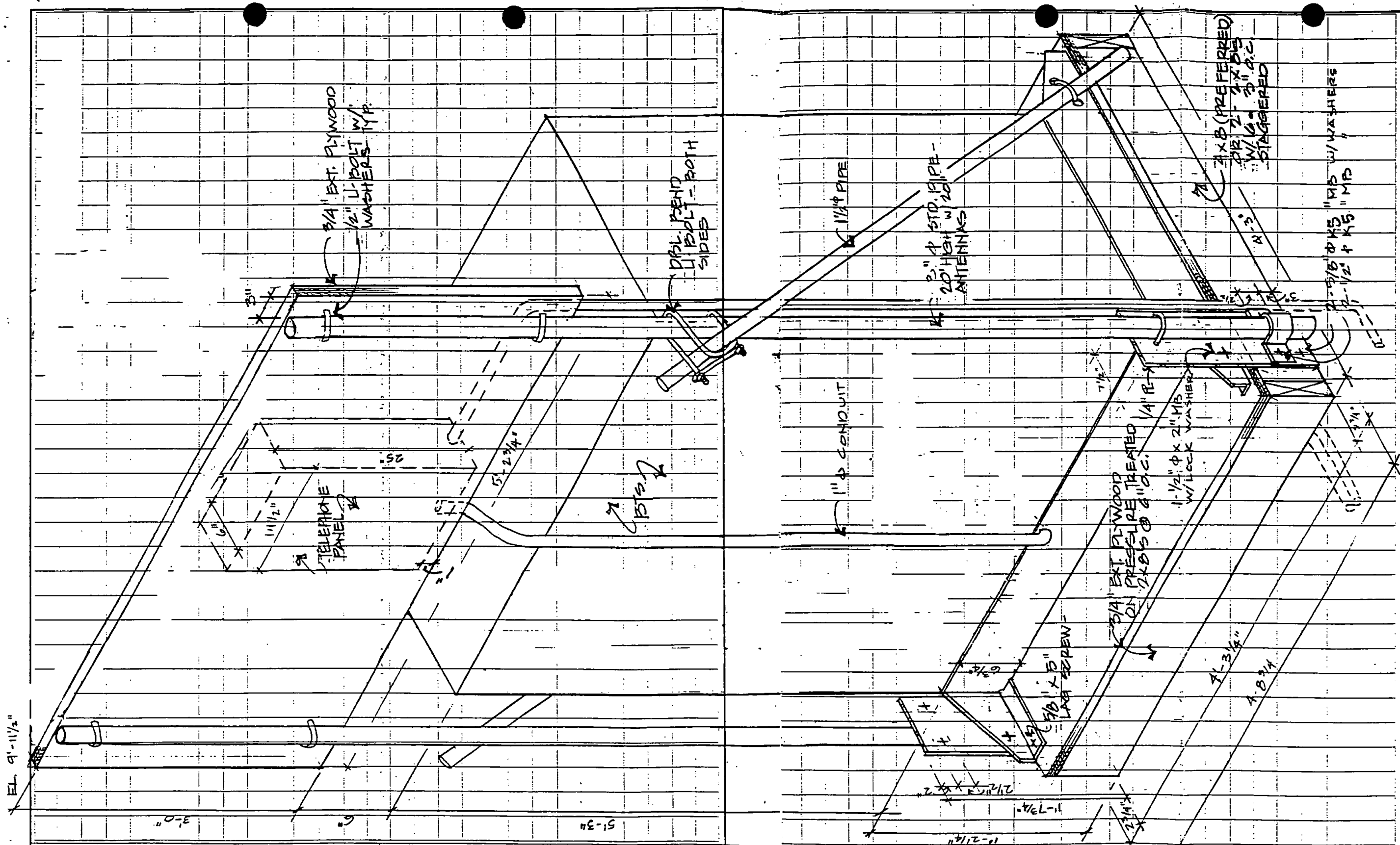
DATE

4.11.96

DRAWN BY

M. KINTZ

SK-1



PECK/JONES & THE STICHLER
DESIGN GROUP, INC.

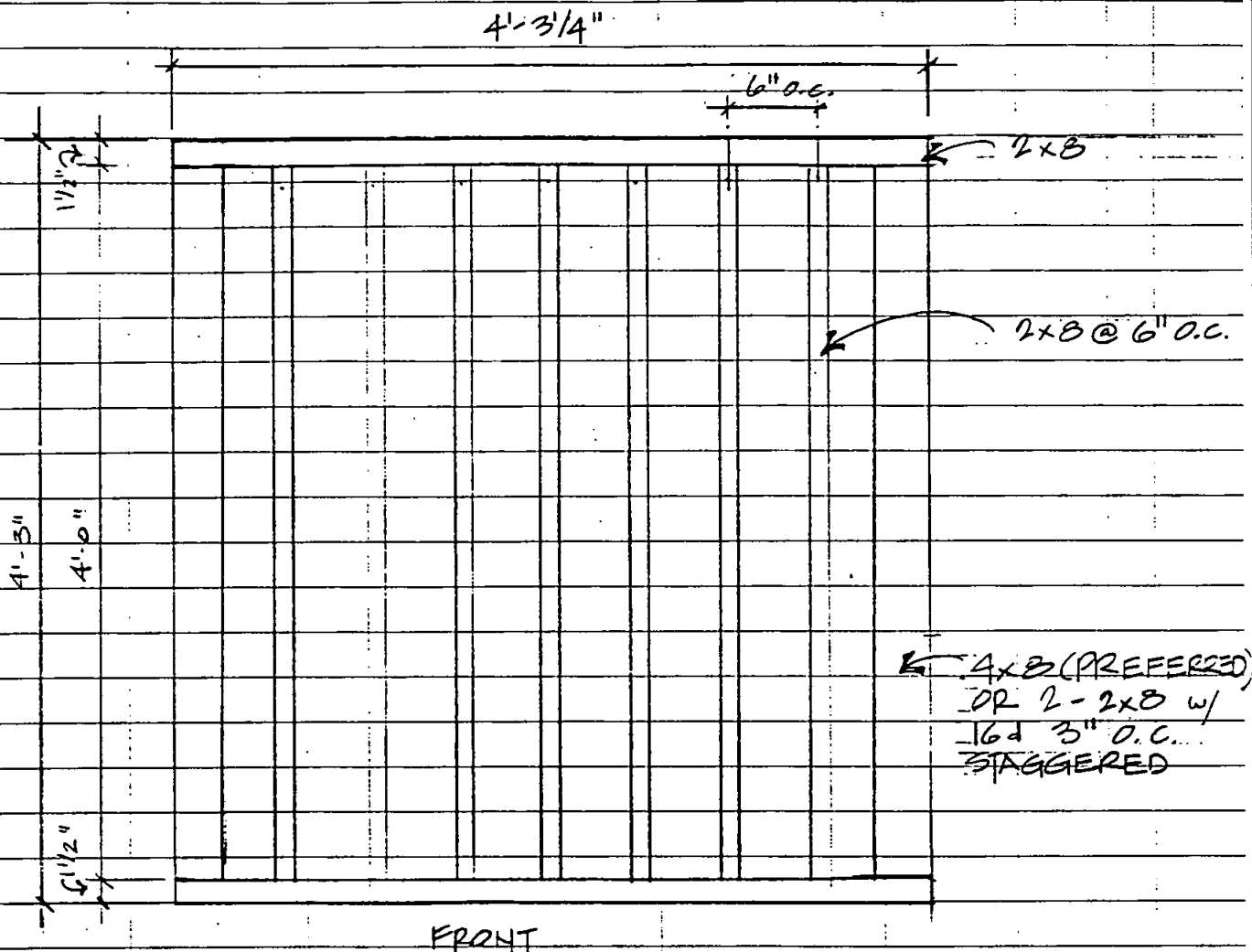
Pacific Bell Mobile Services
Site Number SD- _____

DRAWING DESCRIPTION
TEMP. BTS BASE
SHEET REF
TYPICAL DETAIL

TSDG PROJECT # 95173.00 SHEET
DATE
DRAWN BY

Pacific Bell Mobile Services
Site Number SD- _____

TSDG PROJECT # 95173.00 SHEET
DATE **REV. 4/18/96**
DRAWN BY **VH**
SK-2



NOTE: ALL WOOD TO BE PRESSURE-TREATED
PLYWOOD NAILING - 8d NAILS OC. EDGE, 12" O.C. FIELD

PECK/JONES & THE STICHLER
DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD- _____

DRAWING DESCRIPTION

TSOG PROJECT #

95173.00

SHEET

TEMP. BTS BASE

DATE

4/11/96

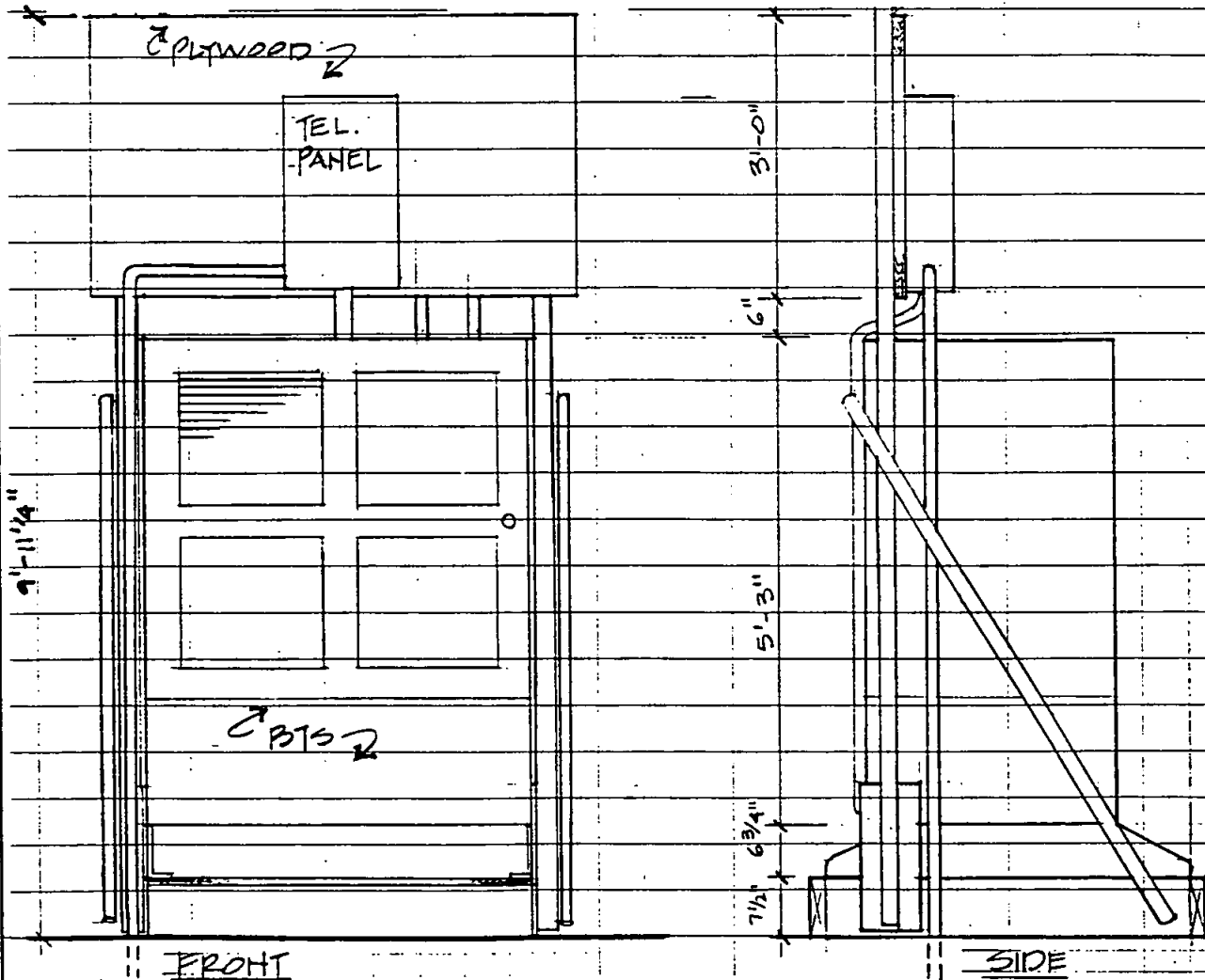
SK-3

SHEET REF.

FRAMING PLAN

DRAWN BY

VH



PECK/JONES & THE STICHLER
DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD- - - - -

DRAWING DESCRIPTION

TEMP. BTS BASE

TSDG PROJECT #

95173.00

SHEET

DATE

4/15/96

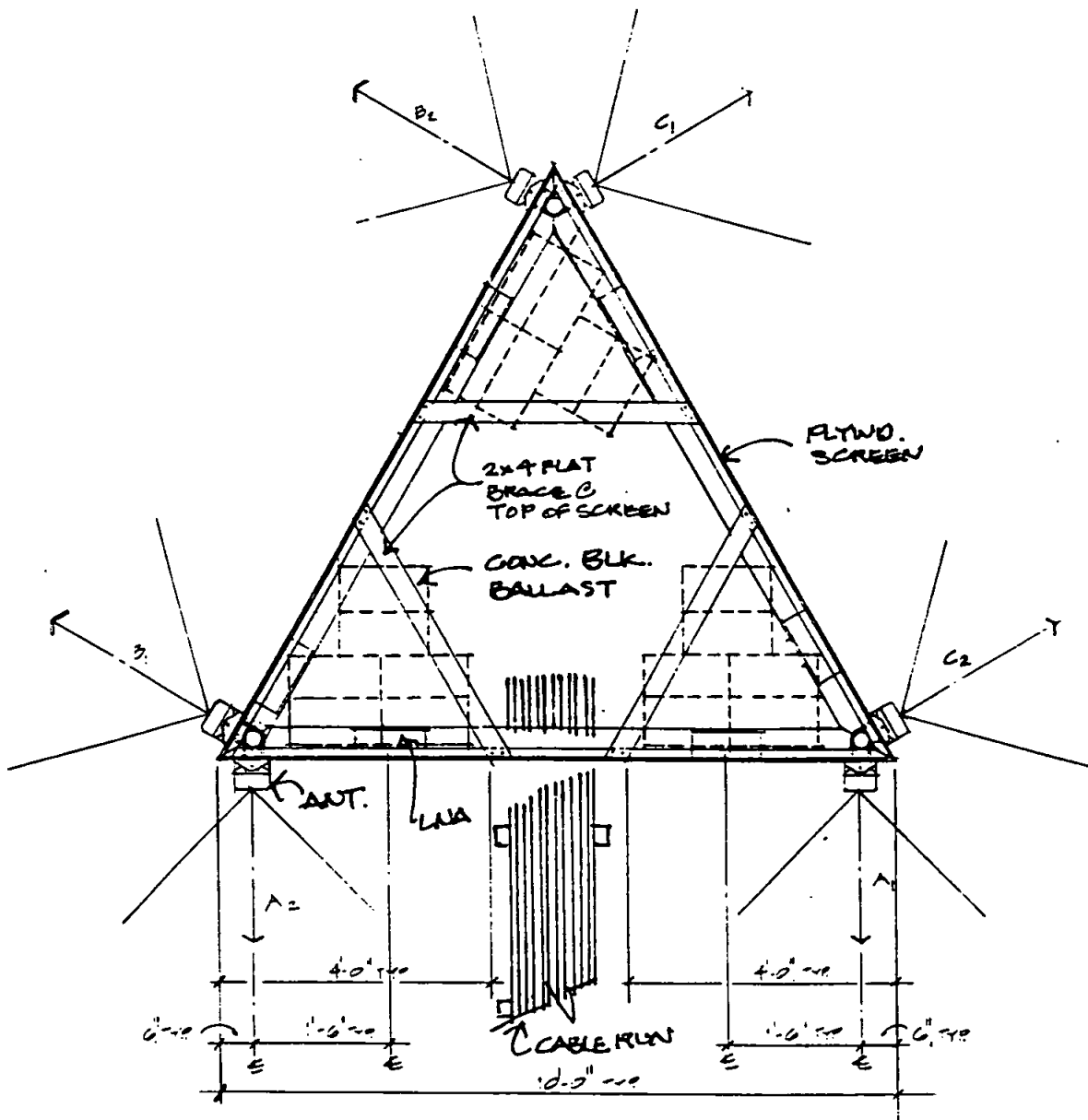
SHEET REF.

ELEVATIONS

DRAWN BY

VH

SK-4



3/8" = 1'-0"

PECK/JONES & THE STICHLER
DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD-198-02'2'

WALK 4' 3"

DRAWING DESCRIPTION
PLAN - ANTENNA SCREEN

ISDG PROJECT #
SAN DIEGO ZOO/TERR 95173.00

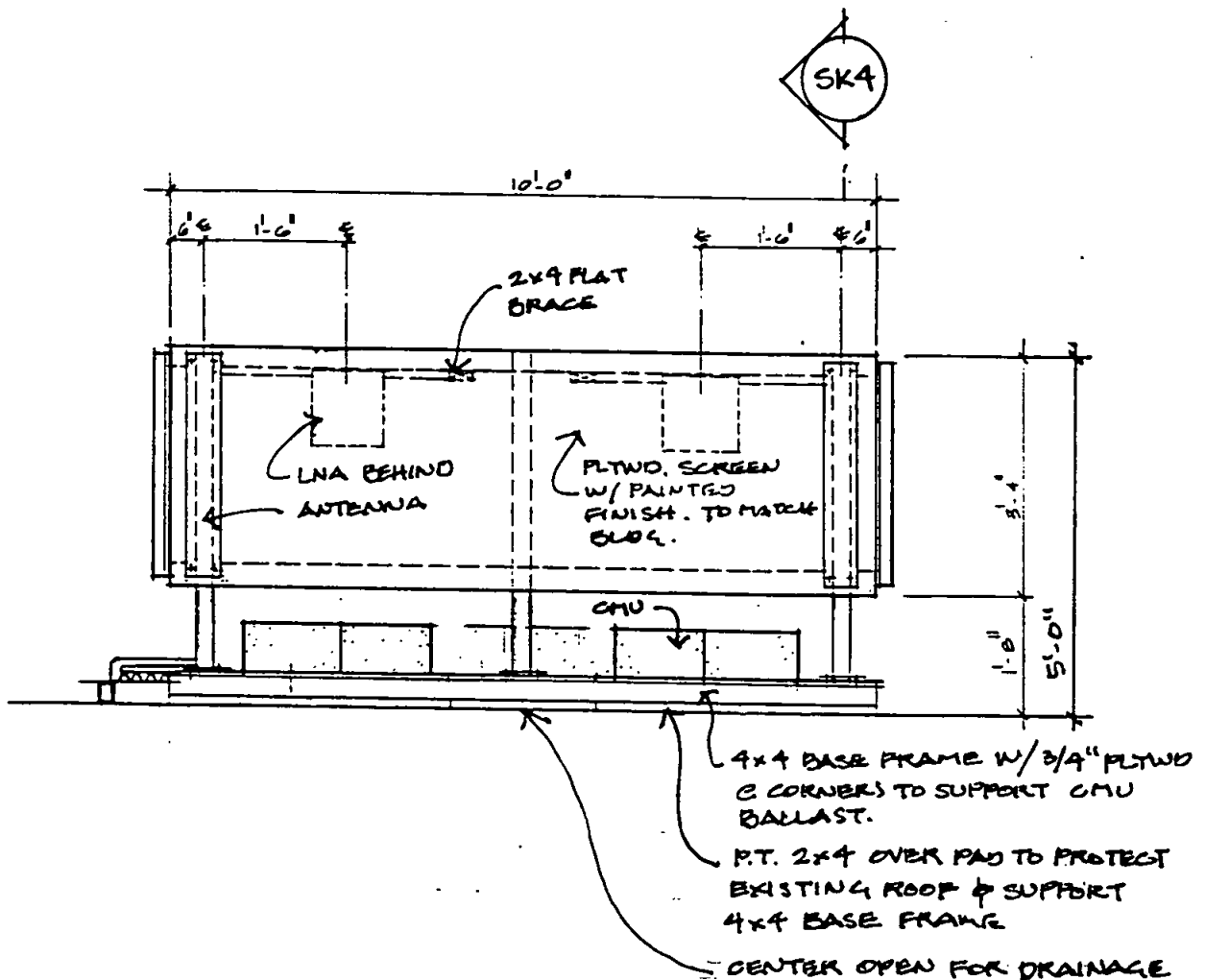
SHEET

DATE 4.15.96

SK-5

SHEET REF.

DRAWN BY PW/ph



PECK/JONES & THE STICHLER
DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD-198-02 '2'

DRAWING DESCRIPTION

ELEVATION - ANTENNA SCREEN

SHEET REF.

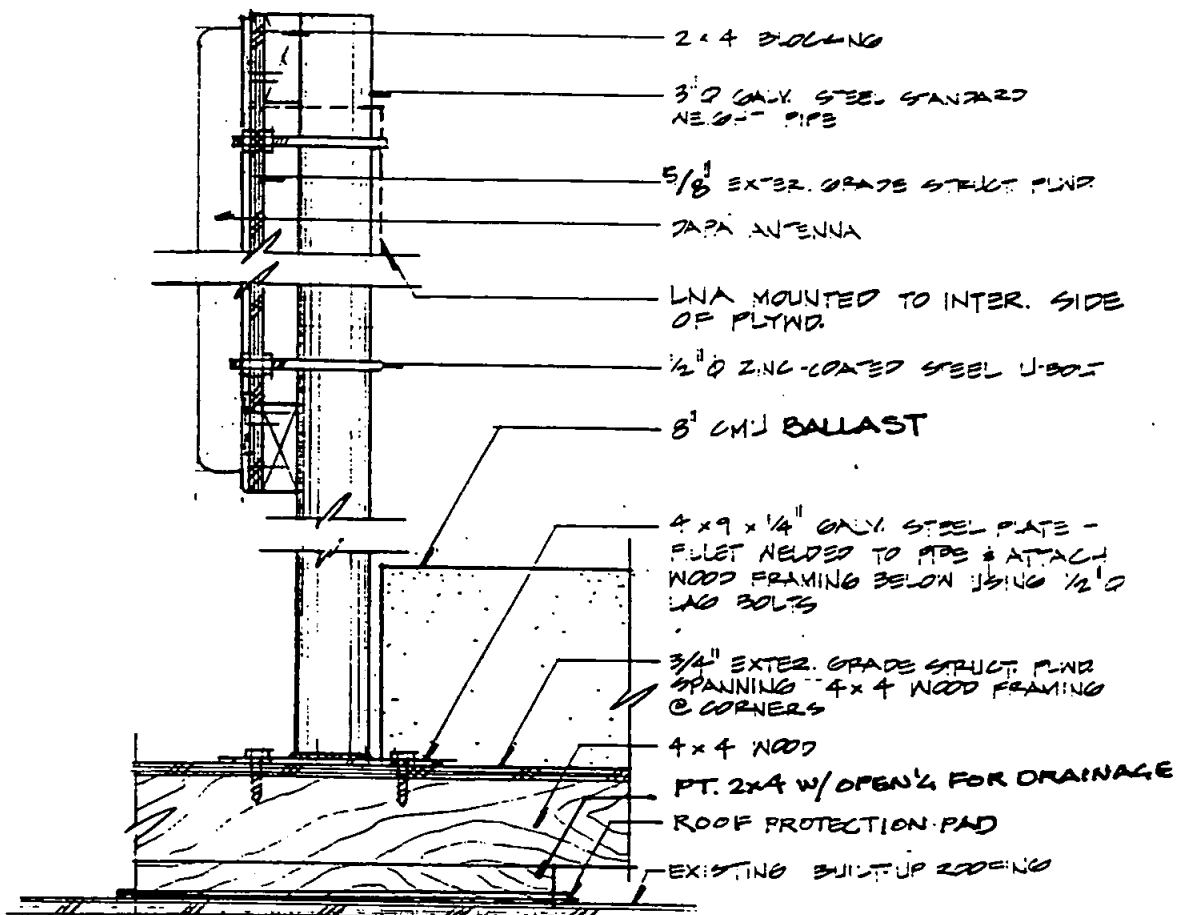
ISDG PROJECT #
SAN DIEGO ZOO/TEMP 95173.00

DATE 4.15.96

DRAWN BY PW/H-

SHEET

SK-6



NOTE:

PANT ALL EXPOSED &
UNFINISHED WOOD & METAL
SIZES TO MATCH EXISTING
BUILDING PER PAINT NOTES - SEE

1/2" = 1'-0"

PECK/JONES & THE
STICHLER
DESIGN GROUP, INC.

Pacific Bell Mobile Services
Site Number SD-198-02'Z

DRAWING DESCRIPTION

SECTION - ANTENNA SCREEN

SHEET REF.

TSOG PROJECT #

SAN DIEGO ZOO / TEL 95173.00

DATE

4.15.96

DRAWN BY

PW/plm

SHEET

SK-7

EXHIBIT D

USER COMMITTEE ELECTRONIC LAND USE "ON THE AIR" TEST INSTRUCTIONS AND PROCEDURES

1. Explanation

Prior to the LESSOR's approval of an application for a new radio-electronic use authorization or modification of an existing authorization, pre-installation or pre-use tests will be required. Such tests will determine whether or not radio frequency interference or degraded performance will result to the existing authorized radio electronic type uses at the facility.

Should the interference problems result, it will be the responsibility of the user implementing the new installation to initiate mutually agreeable actions of the parties involved to settle the problem among themselves.

LESSORS may recognize the right of prior authorizes and withhold approval of a radio-electronic authorization application or authorization modification pending settlement of interference problems between the applicant and other authorizes.

2. Pre-installation or pre-use Testing

A. It will be the responsibility of the applicant to make the complete arrangements and conduct all tests in a technically sound manner.

(1) A listing of all radio-electronic land use authorizes operating at the facility will be obtained from the users committee.

B. It will be the responsibility of the applicant to notify all radio electronic authorizes at the facility of the tests and details thereof, at least 14 days in advance of the tests.

(1) The notification shall be in the form of letter to each listed authorizee giving a technical summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the authorizes to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the authorizes.

(2) A copy of these instructions, "City of San Diego Radio-Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be so noted in the notification letter.

(3) Notification to Permittees shall be sent via U.S. Mail or hand delivered.

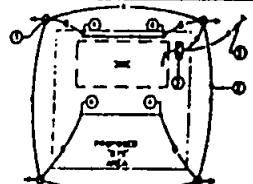
- (4) The notification letter to the City Communications Engineer shall include a list of all Permittees notified.
- C. It will be the applicant's responsibility to submit to the City Communications Engineer following the completion of the tests, a letter stating test results obtained from each PERMITTEE participating in the test and a list of those Permittees who did not respond.
- D. In the event a notified PERMITTEE fails to send a qualified representative to observe and participate in the tests, it will be assumed by the City that the PERMITTEE has assured himself that his operations will not be affected.

3. On-The-Air Tests - Technical Details

Pre-installation or pre-use on-the-air tests shall be conducted by the applicant under the following technical conditions:

- A. The applicant's transmitting and receiving equipment shall be of the type planned for final use at the site.
 - (1) The transmitted RF power shall be the maximum to be used and authorized at the location.
 - (2) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (3) Antenna height(s), location(s) and type(s) shall be the same as the final installation plan.
- B. Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the applicant's electronic equipment.
- C. All tests will include testing with all frequencies planned for use by the applicant at the location.

GENERAL NOTES

[illegible]

- ① PROVIDE 8" x 7" CORNER BOLT STRONG AND COMPLETE WITH STRONG AND ACCORDING TO THE P. 17. STRONG AND THE FULL LENGTH WITH BOL (THEORETICAL P. 17)
- ② PROVIDE 4" BOLT CORNER STRONG LAST CORNER 1" x 7" WITH BOL.
- ③ PROVIDE 4" BOLT STRONG BOLT FOR STRONG AND
- ④ PROVIDE 4" BOLT STRONG AND STRONG FOR 4" STRONG STRONG IN STRONG STRONG STRONG 1" x 7"
- ⑤ PROVIDE 4" x 7" BOLT STRONG STRONG STRONG TO STRONG STRONG STRONG

GENERAL NOTES:

1. ಈ ಪರೀಕ್ಷೆಯಲ್ಲಿ ಪಾಲ್ಗೊಳ್ಳಲು 10 ರಿಂದ 12 ವರ್ಷದ ವಯಸ್ಸಿನವರು
2. ಪರೀಕ್ಷೆಯಲ್ಲಿ ಪಾಲ್ಗೊಂಡವರಲ್ಲಿ 51 ರಷ್ಟು ಮಹಿಳೆಯರೇ

GROUND RING DETAIL

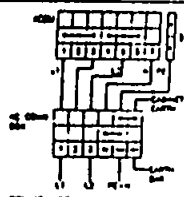


- ① POWER ELECTRIC FAN, 7 1/2" CIRCLED DIAMETER BY 6 1/2" HIG. MOUNTED ON 24" DIA. STEEL TUBING 1/2" DIA.
- ② POWER 1/2" DIA. PUMP MOTOR, 1/2" DIA. AND 1/2" HIG. MOUNTED ON 24" DIA. STEEL TUBING 1/2" DIA.
- ③ POWER MOTOR, 1/2" DIA. PUMP MOTOR, 1/2" DIA. AND 1/2" HIG. MOUNTED ON 24" DIA. STEEL TUBING 1/2" DIA.
- ④ POWER 1/2" DIA. PUMP MOTOR, 1/2" DIA. AND 1/2" HIG. MOUNTED ON 24" DIA. STEEL TUBING 1/2" DIA.
- ⑤ POWER 1/2" DIA. PUMP MOTOR, 1/2" DIA. AND 1/2" HIG. MOUNTED ON 24" DIA. STEEL TUBING 1/2" DIA.

GENERAL NOTES

1. കുടുംബശ്രീയുടെ പ്രവർത്തനം പറ്റി പഠിപ്പിക്കുന്ന പദ്ധതി
2. കുടുംബശ്രീയുടെ പ്രവർത്തനം പറ്റി പഠിപ്പിക്കുന്ന പദ്ധതി
3. കുടുംബശ്രീയുടെ പ്രവർത്തനം പറ്റി പഠിപ്പിക്കുന്ന പദ്ധതി

"BTS" EQUIPMENT PAD
ELECTRICAL NOTES

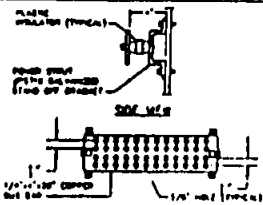


COMMONLY ASKED QUESTIONS

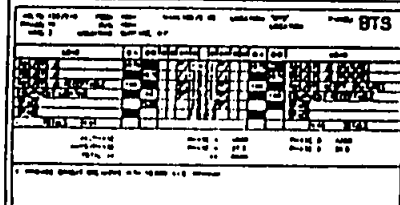
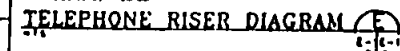


SEPARATE BY AND A CONDUCTOR

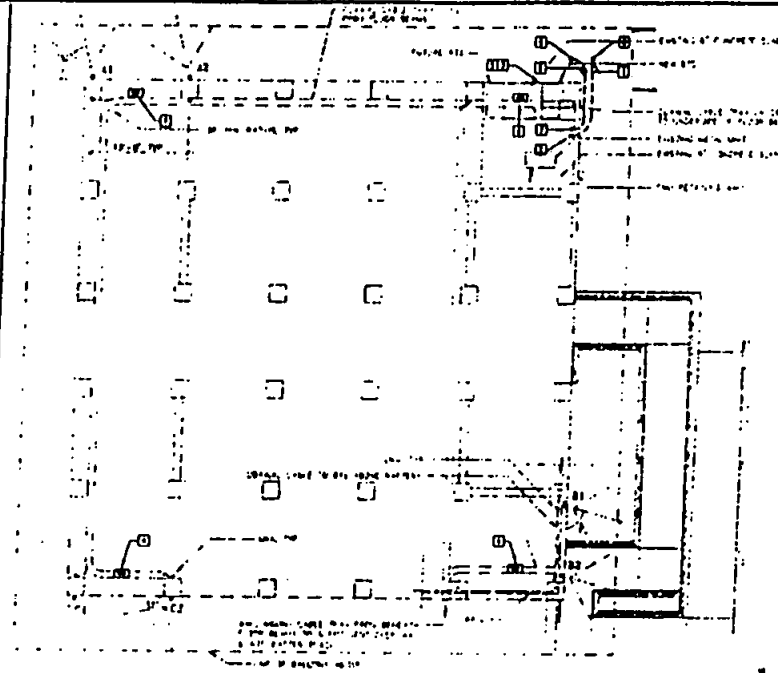
**BTS 60 Hz. 200/100V -
240/120V 1-PHASE, 3 CONDUCTORS
ELECTRICAL CONNECTION**



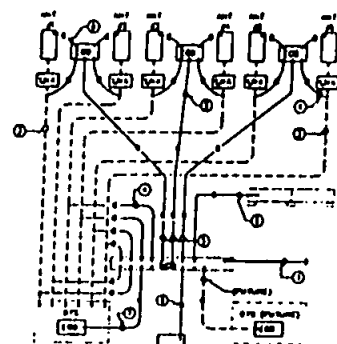
GROUND BUS "MGB" AND
"EGB" DETAIL



ELECTRICAL PANEL "BTS" DETAIL



SITE POWER AND SIGNAL PLAN



- [illegible]

EQUIPMENT GROUNDING DETAIL



SHEET NOTES

- 1) PROVIDE I.C. BY 1/2" 1/2" ONE SIDE AND 1/2" ONE OTHER. PLACE IN PANEL "B" AT "A" LOC. = 104"
- 2) LAY OUT CONDUITS IN PANEL "B" FOR CONNECTION TO OTHERS

- 3) PROVIDE "B" ELECTRICAL EQUIPMENT INSTALLATION FOR DETAIL 103

- 4) PROVIDE WASH DRAINAGE SUE AND RETURN DRAINAGE ONE, FOR DETAIL 103

- 5) PROVIDE "B" EQUIPMENT FOR DRAINAGE ONE, FOR DETAIL 103

- 6) PROVIDE ELECTRICAL CONDUIT, FOR DETAIL 103

- 7) PROVIDE TELEPHONE SERVICE FRAME-1, FOR DETAIL 103

- 8) PROVIDE TELEPHONE WALL-BANK ABOVE-103 FOR-103
 PROVIDE ELECTRICAL CONDUIT, WASH DRAIN DRAINAGE FOR DETAIL 103
- 9) PROVIDE TELEPHONE WALL-BANK ABOVE-103 FOR-103
 PROVIDE "B" EQUIPMENT, WASH DRAIN DRAINAGE FOR DETAIL 103



THE
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Denver, CO 80202
Tel: 303.733.1111
Fax: 303.733.1112
www.stichler.com

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CALL 800-456-4567
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NAME

ADDRESS

CITY

STATE

ZIP

PRODUCT NAME
SKYFARI
E.F. Smith

SYMBOL & ABBREV.

- [illegible]

Approved
subject to
field inspector
verification
2-6-96
F. Owens

SAN DIEGO ZOO and
WILD ANIMAL PARK
ZOOLOGICAL SOCIETY OF SAN DIEGO
BOX 291

**BELL MOBILE SERVICES
PENNA INSTALLATION
SAN DIEGO ZOO**

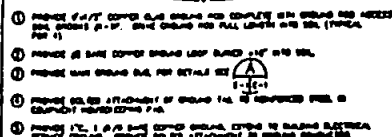
DATE OF F.B.I.
CITY OF F.B.I.
NO. 934001-27

DATE	NAME
1	ALAN PEREZ

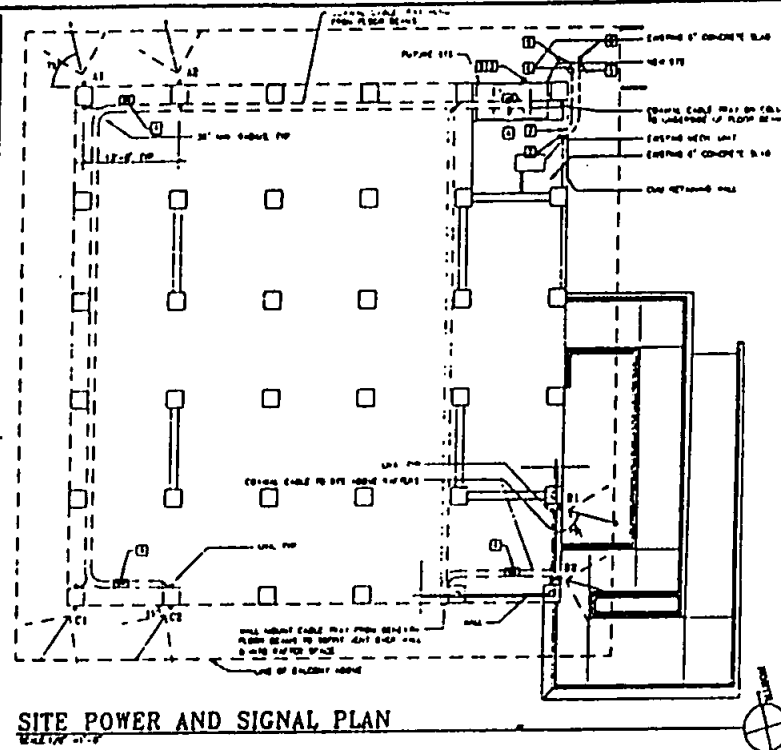
**SITE POWER
AND SIGNAL
PLAN**

E-1

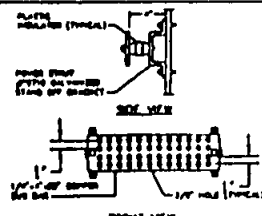
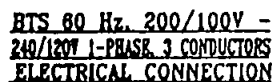
1. What is the purpose of the investigation?
2. What is the scope of the investigation?
3. What is the methodology of the investigation?
4. What is the significance of the investigation?
5. What are the results of the investigation?
6. What are the conclusions of the investigation?
7. What are the recommendations of the investigation?
8. What are the limitations of the investigation?
9. What are the future directions of the investigation?
10. What are the acknowledgments of the investigation?
11. What are the references of the investigation?
12. What are the appendices of the investigation?
13. What are the tables of the investigation?
14. What are the figures of the investigation?
15. What are the footnotes of the investigation?
16. What are the glossaries of the investigation?
17. What are the indexes of the investigation?
18. What are the summaries of the investigation?
19. What are the abstracts of the investigation?
20. What are the conclusions of the investigation?



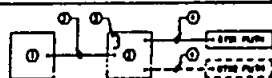
GROUND RING DETAIL



SITE POWER AND SIGNAL PLAN

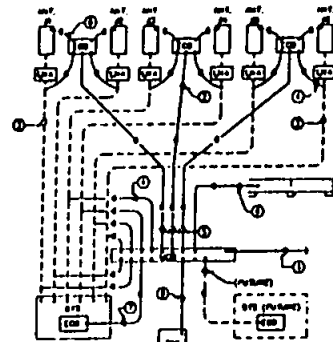


GROUND BUS "MGB" AND
"EGB" DETAIL



- [illegible]

TELEPHONE RISER DIAGRAM



- ① measure 1" x 1" x 1" hole in to building near electrical service entrance
- ② measure 1 ft. in (TYPICAL)
- ③ two (2) vertical channels, each 18" long (TYPICAL)
- ④ measure 11 ft. in channels (this should include connection (TYPICAL))
- ⑤ measure openings "top" channel connections to be installed in the vertical channel in vertical channel
- ⑥ measure 14 ft. in to vertical channel next to building entrance
- ⑦ measure 11 ft. in the "top" channel connection
- ⑧ measure 1 ft. in to channel next to building
- ⑨ measure 1" x 1" x 1" hole in the building near electrical service entrance

ELECTRICAL PANEL "BTS" DETAIL



SHEET NOTES

- (1) PROVIDE 1" C, 3/4" A, 1/2" S ONE FROM ALL SYSTEMS ELECTRICAL PANELS TO PANEL "B" AT "B" LOCATION
 - (2) SAVE OFF CONDUCTORS AT ALL BOX FOR CONNECTION BY OTHERS
- 
- (1) PROVIDE "B" ELECTRICAL EQUIPMENT INSTALLATION FOR DETAILS SEE
- 
- (1) PROVIDE MAIN GROUND BUS AND ANTERIOR GROUND ONE, FOR DETAILS SEE
- 
- (1) PROVIDE "B" EQUIPMENT FOR GROUND RING, FOR DETAILS SEE
- 
- (1) PROVIDE TELEPHONE CORDSET, FOR DETAILS SEE
- 
- (1) PROVIDE TELEPHONE SERVICE CABINET, FOR DETAILS SEE
- 
- (1) PROVIDE ELECTRICAL PANEL - BUS ASSOCIATED PER CODE IN ELECTRICAL CODE, VERIFY PANEL, GROUND PANEL TO ANTERIOR RING
- (1) PROVIDE TELEPHONE PANEL - BUS ASSOCIATED PER CODE IN TELEPHONE CODE, VERIFY PANEL



**THE
STICHLER**
DESIGN GROUP, INC.
10000 W. 16th Ave., Suite 100
Denver, CO 80202
(303) 751-1100

PACIFIC * BELL
Mobile Services

DATE _____

TIME _____

LOCATION _____

BY _____

PROJECT NAME
SKYFARI
DATE AND TIME OF VISIT: 10/10/1964
10:00 AM

① LONG FUTURE, LETTER INDICATES TYPE "F" FUTURE,
 "F" INDICATES OTHER NUMBER, "F" INDICATES FUTURE
 LOCATION CONTROLLING FUTURE
 ② LONG PITCH SET, "F" OF ABOVE FUTURE PLACES
 VOLT
 ③ JUNCTION BOX WITH COVER
 ④ JUNCTION BOX PROVIDED BY OTHERS
 ⑤ BUILT-IN RECEPTACLE, ALL OTHERS PROVIDED
 PLUGS, VOLT
 ⑥ SPECIAL PURPOSE RECEPTACLE
 --- CONDUIT AND WIRE RUN UNDERGROUND OR
 UNDER FLOORING
 --- CONDUIT AND WIRE RUN EXPOSED
 --- CONDUIT AND WIRE RUN CONCEALED
 --- CONDUIT UP
 --- CONDUIT DOWN
 "F" - ① INDICATES NO PROBLEMS, "F", "F" INDICATES CIRCUIT
 NUMBER
 --- BUSHY WIRE, INSULATE NUMBER OF "F" AND WIRE
 NO BUSHY WIRE, INSULATE "F" AND WIRE, WIRE
 INSULATE NUMBER, INSULATE NUMBER OF "F" AND WIRE
 NO BUSHY WIRE
 --- GROUNDED WIRE
 --- FLEXIBLE CONDUIT
 --- GROUNDED, INSULATED CABLE, WIRE SIZE AND "F"
 INDICATED AS INDICATED
 --- PULLEY - SIZE, PULLEY SIZE, AND PULLEY AS INDICATED
 --- GROUNDED
 ⑦ GROUNDED ROD
 ⑧ ELECTRICAL EQUIPMENT (EQUIPMENT)
 ⑨ ELECTRICAL EQUIPMENT (EQUIPMENT)
 ⑩ ELECTRICAL EQUIPMENT (EQUIPMENT)
 ⑪ ELECTRICAL EQUIPMENT (EQUIPMENT)
 ⑫ ELECTRICAL EQUIPMENT (EQUIPMENT)
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**SAN DIEGO ZOO and
WILD ANIMAL PARK**
ECOLOGICAL SOCIETY OF SAN DIEGO
BOX 331
SAN DIEGO, CALIFORNIA 92112
(619) 231-1315

**PACIFIC BELL MOBILE SERVICES
ANTENNA INSTALLATION
SAN DIEGO 700**

Drawing No. F.10.0	
On-Site No. F.0	
Job No. 02-0082-17	
Sheet	Order
1 of 10	PLANS POWER Ranchwork PRAIRIE, CO
SHEET TITLE SITE POWER AND SIGNAL PLAN	
SHEET NUMBER E-1	

EXHIBIT E

MASTER LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT executed this 23d day of July 1979, at SAN DIEGO, CALIFORNIA, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as the "CITY," and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, organized and existing under the Nonprofit Corporation Law of the State of California, hereinafter referred to as "SOCIETY."

WITNESSETH

ARTICLE I

RECITALS

WHEREAS, SOCIETY for over sixty years has maintained and operated zoological gardens in a portion of Balboa Park, herein called "GARDENS," with the consent of and under agreement with CITY; and

WHEREAS, SOCIETY, has through its efforts gathered numerous animals, birds, reptiles and plants into one of the finest collections on exhibition in the world; and

WHEREAS, SOCIETY, by virtue of its maintenance and operation of the exhibits in the GARDENS, has performed services of immense benefit and value to The City of San Diego and its inhabitants; and

WHEREAS, CITY acknowledges that the continued management, maintenance and operation of the GARDENS provides an invaluable asset to the CITY as a tourist attraction and a beneficial recreational facility for the residents of the City; and

WHEREAS, CITY desires to continue to avail itself of the services of SOCIETY, its trustees, members and employees, for the purpose of management, maintenance and operation of the GARDENS; and

WHEREAS, the agreement under which the SOCIETY manages, operates and maintains the GARDENS is terminable on 30 days prior notice by either the CITY or SOCIETY in order to avoid, among other things, possessory interest taxes that would have been assessable under a long term agreement; and

WHEREAS, under Section 222.5 of the Revenue and Taxation Code of the State of California enacted in 1973, possessory interests in publicly owned land used by a zoological society are exempt from taxation as other property listed under Section 214 of said code; and

WHEREAS, said amendment allows CITY and SOCIETY to consider entering into a long term agreement embodied by this lease to the mutual advantage of each; and

WHEREAS, CITY and SOCIETY have previously entered into an operating agreement which concerns the relationship between CITY and SOCIETY with respect to the maintenance, management and operation of a wild game preserve in the San Pasqual Valley, herein called "PRESERVE," and concurrently with this agreement will execute a seventh amendment to said operating agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual obligations of the parties as herein expressed, City and SOCIETY mutually agree that that certain OPERATING AGREEMENT between the parties hereto for the operation of the GARDENS,

filed in the office of the City Clerk on March 3, 1969 as Document No. 727222, and all amendments thereto, are hereby terminated; and

NOW, THEREFORE, in consideration of the foregoing recitals and mutual obligations of the parties as herein expressed, CITY and SOCIETY agree as follows:

ARTICLE II

DEMISE

Subject to all terms, covenants and conditions and upon the consideration hereinafter set forth, CITY hereby leases to SOCIETY and SOCIETY leases from CITY, for the purpose of operating and maintaining zoological gardens and uses associated therewith, those certain premises, together with all buildings, structures, facilities and appurtenances thereto situated in Balboa Park in the City of San Diego, County of San Diego, State of California, as described in Exhibit A, attached hereto and incorporated herein by this reference.

ARTICLE III

TERM

The term shall be for a period of fifty-five (55) years, commencing on July 23, 1979, and continuing thereafter until July 23, 2034, unless sooner terminated as hereinafter provided.

ARTICLE IV

CONSIDERATION

The consideration for this lease is the promise and agreement by SOCIETY to take custody and possession of all animals, birds,

reptiles, plants, and their progeny and product as well as all exhibits and personal property belonging to CITY located in the GARDENS and to preserve, maintain and care for such animals, birds, reptiles, plants, progeny and product thereof, and exhibits and personal property for the term of this lease upon the terms, covenants and conditions herein expressed at no cost to CITY except as provided in Article V, paragraph 1 of this lease agreement. Subject to the provisions of Article V, paragraph 4 of this lease authorizing the sale or exchange thereof by SOCIETY, title to all such animals, birds, reptiles, plants, progeny and product thereof and exhibits and personal property shall always be vested in City.

In addition, SOCIETY shall preserve and maintain in a good condition all buildings, structures, roads and other improvements which now exist or hereafter may exist on the premises.

ARTICLE V

COVENANTS AND CONDITIONS

1. All moneys derived by CITY from the special tax levy required by Section 77a of the Charter of The City of San Diego to be used exclusively for the maintenance in Balboa Park of zoological exhibits shall be retained by City until SOCIETY requisitions amounts from the tax proceeds, which requisitions shall be approved by the City Manager.

2. CITY, for the entire effective term of this lease, acknowledges the right of SOCIETY to custody of all animals, birds, reptiles, plants, their progeny and product and exhibits and personal property now located in or about the GARDENS.

3. SOCIETY will maintain and operate the GARDENS on the premises in an efficient, businesslike and economical manner.

4. SOCIETY may, in its discretion, exchange or move the animals, birds, reptiles or plants or personal property in its custody located in the GARDENS to the PRESERVE. To the extent it desires, SOCIETY, in its discretion, may freely exchange exhibits or personal property between the GARDENS and the PRESERVE. SOCIETY may sell, loan or exchange excess exhibits, all animals, birds, reptiles and plants and all personal property in its custody. Pending a sale or exchange thereof by SOCIETY, title to all animals, birds, reptiles, plants, exhibits and tangible personal property in the custody and possession of SOCIETY, whether heretofore or hereafter acquired, shall always be vested in CITY.

5. Title to all improvements acquired, completed or constructed by SOCIETY and title to all furniture, furnishings and equipment shall be and remain in CITY except that title to improvements constructed and personal property utilized in connection with such improvements pursuant to a grant agreement between SOCIETY and any government or governmental agency, the construction or acquisition of which improvement has been approved by resolution of the Council, may be and remain vested in such government or governmental agency. Removal of improvements except for purposes of replacement shall require the approval of the City Manager.

6. SOCIETY shall have the right to charge reasonable fees for admission to the GARDENS and for activities therein in an amount to be determined by SOCIETY. Such fees shall in no event,

exceed an amount needed to collect funds reasonably necessary to conduct SOCIETY'S activities pursuant to the terms of this lease. Revenues of, and intangibles owned by, SOCIETY may be pledged or assigned as security for indebtedness incurred by SOCIETY.

7. The parking lot at the east end of the GARDENS shall be maintained and operated by SOCIETY as a public parking facility for the accommodation and parking of the motor vehicles of visitors to Balboa Park and the GARDENS and SOCIETY shall have the right to charge reasonable parking fees for the use thereof in an amount to be determined by SOCIETY. Said parking fees shall not exceed an amount necessary to reimburse SOCIETY for its costs of maintenance and operation of the public parking facility. Said parking fees shall be the same for all users of the parking facility and no credit against admission fees or other fees charged by SOCIETY shall be given. The City hereby reserves the right to review the effect the imposition of such parking fees has on the use of Balboa Park generally, and specifically with regard to any parking and traffic problems which may occur in other park areas as the result of the imposition of such fees. In the event the City Council determines that the imposition of such fees significantly and adversely affects the parking and traffic situation in Balboa Park, Lessee agrees to take whatever action is necessary including the reduction or elimination of such fees to alleviate such problems.

8. SOCIETY shall have the right to rent cameras, strollers, and other equipment for the accommodation of visitors to the GARDENS, to sell within and about the GARDENS food, beverages, refreshments, gift items, film, printed material, curios, souvenirs, and other merchandise or services ordinarily available to visitors to zoological gardens and exhibits of similar character, and to utilize concessionaires and vending machines for purposes of such sales and rentals.

9. SOCIETY shall use all operating revenues for the maintenance and operation of the GARDENS, for the maintenance and operation of the exhibits within the PRESERVE, and for research, education and the promotion and development of the GARDENS and the PRESERVE.

10. In the establishment, maintenance or operation of the GARDENS, SOCIETY shall maintain separate accounts on its books with respect to any Section 77a moneys. The books of the SOCIETY shall, at all reasonable times, be open to CITY or its duly authorized representatives.

11. Annually, on or before January 1, SOCIETY shall submit to CITY a proposed budget including all expected revenue and projected expenses for the coming fiscal year. This budget shall include expenses for all of SOCIETY's operations including but not limited to the GARDENS and the PRESERVE.

12. Annually, on or before May 1, SOCIETY shall submit to CITY an annual statement showing SOCIETY's assets and liabilities, profit and loss statement, and a statement of surplus, all for the preceding fiscal year ending December 31.

13. CITY shall cause to be made an audit of the annual statement, the profit and loss statement, and the statement of surplus within one hundred twenty (120) days after its submission by SOCIETY.

14. SOCIETY shall not assign this lease or any interest herein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents, officers and employees of CITY excepted) to occupy or use the premises, except as consistent with the purpose of this agreement, and without the prior written consent of the City Manager of CITY. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without

such consent shall be void. The lease shall not, nor shall any interest therein, be assignable, as to the interest of SOCIETY, by operation of law, without the written consent of the City Manager.

15. CITY reserves, and shall always have the right to enter the premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interest in the premises and in the animals, birds, reptiles, plants, exhibits and personal property located thereon or to inspect the operations conducted on said premises. In the event that such entry or inspection by CITY discloses, in the opinion of the City Manager, that the premises are not in a safe, healthy and satisfactory condition or that a violation exists of any Municipal, State or Federal ordinance, statute or law, or that any breach of condition of this lease has occurred with regard to maintenance, CITY shall have the right, after ten (10) days' written notice to SOCIETY, to have any necessary maintenance work done for and at the expense of SOCIETY. SOCIETY agrees to pay promptly any and all costs incurred, including reasonable expenses of CITY in having such necessary work done in order to keep said premises in a safe, healthy and satisfactory condition and to cure any violations or breach of conditions of this lease.

16. SOCIETY shall not without the prior written consent of the City Manager, use, or permit said premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the premises are hereby leased. Unless included within said purposes authorized by CITY or necessarily incidental to such uses, no use shall be made or permitted

to be made of the premises, nor acts done, which will increase the existing rate of insurance upon the building or buildings, if any, belonging to CITY which may be located on the premises or in which the premises may be located, or cause a cancellation of any insurance policy covering said building or buildings, or any part thereof, nor shall any article which may be prohibited by the standard form of fire insurance policy be or be permitted to be kept, used, or sold in or about said premises. SOCIETY shall at its sole cost and expense, comply with any and all requirements, pertaining to the premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance, covering said buildings and appurtenances.

17. a. Upon taking physical possession of the leased premises, and during the entire term hereof, SOCIETY agrees to take out and maintain public liability insurance with an insurance carrier satisfactory to CITY to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons whatsoever resulting directly or indirectly from any act or activity of SOCIETY or any person acting for SOCIETY or under SOCIETY's control or direction and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by acts or activities of SOCIETY or any person acting for SOCIETY or under SOCIETY's control or direction. Such public liability and property damage insurance shall name CITY as an additional

insured and shall be maintained in full force and effect during the entire term of this lease. Commencing with the execution of this lease, SOCIETY shall maintain the minimum amount of not less than two hundred fifty thousand dollars (\$250,000.00), for one person injured in one accident and not less than one million dollars (\$1,000,000.00) for more than one person injured in one accident, and in the amount of not less than fifty thousand dollars (\$50,000.00) with respect to any property damage aforesaid. If the operation under this agreement results in an increased or decreased risk in the opinion of the City Manager, then the minimum limits hereinabove designated shall be changed accordingly. Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which SOCIETY may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible.

i. This agreement shall not apply to any injury or death caused by the negligent act or omission of any employee of CITY.

ii. CITY shall not voluntarily assume any liability or incur any expenses or settle any claim without the written consent of SOCIETY.

iii. SOCIETY shall deliver to the City Manager of CITY a policy of bodily injury and property damage liability in the State of California, indicating that the SOCIETY has in that company bodily injury and property damage liability insurance as required in this Article, and that the policy has been

endorsed or does otherwise cover the contractual liability imposed by this agreement and that the insurance company shall notify the City Manager in writing and in advance if said policy is proposed to be terminated or limited in any manner prior to the termination date specified in the certificate.

b. SOCIETY also agrees upon commencement of this lease to take out and maintain during the entire remaining term of this agreement, fire and extended coverage insurance on all property of an insurable nature belonging to SOCIETY and all CITY property in the custody and possession of SOCIETY for which insurance is reasonably available, real or personal. Said insurance shall be written by an insurance carrier satisfactory with CITY and in an amount sufficient to cover at least 80 percent of the replacement cost of said property. SOCIETY shall require that a certificate of such insurance be filed with CITY and that said insurance shall not be terminated or limited in any manner prior to the termination date specified in the certificate without prior written notice to the City Manager. SOCIETY shall pay the premium for such insurance and shall require that any such insurance proceeds resulting from a loss under said policy are payable jointly to CITY and SOCIETY in order that said proceeds will be reinvested in restoring the animal, bird, reptile or plant collection or in rebuilding or repairing the damaged property, unless otherwise disposed of as specified in paragraph 25 of this agreement. SOCIETY shall, at least biennially, increase the limits of liability to reflect any

increased value of the improvements covered, subject to the availability of such insurance at the increased limits.

18. CITY, its agents, officers and employees, shall not be liable, nor be held liable, for any alleged claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of SOCIETY or any of SOCIETY's representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any alleged act or alleged omission of any person or from any alleged defect in any part of the leased premises or from any other cause or reason whatsoever. SOCIETY further agrees to defend, indemnify and save free and harmless CITY and its authorized agents, officers, and employees against any of the foregoing liabilities and any costs and expenses as they are incurred by CITY on account of any claim or claims therefor. Provided, however, SOCIETY shall, on or before the effective date of this lease, deliver to the Property Department of CITY, a copy of such public liability insurance policy, indicating that SOCIETY has bodily injury and property damage liability insurance as required in this Article, and indicating that the policy has been endorsed or does otherwise cover the contractual liability imposed by this agreement.

19. SOCIETY shall have the right at its own cost and expense from time to time during the term hereof to make or cause to be made such alterations or changes in the leased premises and to construct or cause to be constructed thereon such improvements

as SOCIETY finds necessary or convenient for its purposes. SOCIETY agrees to take good care of the leased premises, fixtures and appurtenances, and of all alterations, additions and improvements to any of them and make all repairs in and about the same that may be necessary to preserve them in good order and condition, ordinary wear and tear and damage by fire and the elements excepted, and promptly to pay the expense of such repairs. CITY shall not be required to make any improvements, repairs or alterations not herein specifically required. By entry hereunder, SOCIETY accepts the premises as being in an as is condition and repair, and agrees on the last day of the term, or on sooner termination of this lease to surrender to CITY the premises with improvements in the same condition as when received or as they may have been put into.

20. SOCIETY shall save CITY free and harmless and indemnify CITY against all claims for labor and materials in connection with improvements, repair or alterations to the premises, and the cost of defending against such claims, including reasonable attorney's fees.

a. During any period that improvements, repairs, or alterations are being constructed on the premises by anyone other than the CITY, SOCIETY shall either (a) file with the CITY a bond conditioned for the payment in full of the claims of all persons performing labor upon or furnishing materials to be used, in the amount of the estimated cost of the improvement, or repair as determined by the City Manager, which bond shall be acknowledged by SOCIETY as principal and

by a corporation licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety, or (b) provide CITY with such other security or assurance against liens as may be approved in writing by the City Manager.

b. In the event any lien for labor or materials or arising from any such construction is imposed or recorded against the leased premises and the lien holder attempts to perfect such lien by a lawsuit and SOCIETY shall have failed to comply with the requirements of this Article V, this lease shall be subject to termination at the expiration of thirty (30) days after service of summons in such lawsuit upon CITY; provided, however, that the City Manager shall have the right to continue this lease in full force and effect by notifying SOCIETY in writing of his election to do so.

c. In the event SOCIETY fails to file said bond and a mechanic's lien is recorded and an action is commenced to foreclose such lien, then any lender or lending agency or person who is a beneficiary under a trust deed or any mortgagee under any mortgage securing any loan on or in connection with the premises which was recorded with the prior consent of CITY shall be notified of the failure of SOCIETY to give the bond and shall have thirty (30) days to satisfy any such mechanic's lien, and if such financial institution lender or lending agency or person does so satisfy and remove such

lien and action, then this lease shall continue in effect for the remainder of the term.

20. SOCIETY may encumber the leasehold estate by deed of trust, mortgage, or other security type instruments to assure the payment of a promissory note or notes of the SOCIETY in accordance with the financial plan approved in writing by City Manager, upon the expressed condition that the proceeds of such loan or loans received by SOCIETY be devoted exclusively to the purpose of developing the leased premises; however, a reasonable portion of the loan proceeds may be disbursed for, or applied to payment of incidental costs of such development, including but not limited to any one or more or all of the following: offsite improvements on City-owned property for service of the leased premises; onsite improvements; escrow charges, premiums for hazard insurance, or other insurance or bonds required by CITY; title insurance premiums and reasonable loan costs such as discounts, interest and commissions; also architectural, engineering and attorney's fees or such other normal expenses. Any encumbrances on the real property or any permanent improvements thereon, must first have the approval in writing by the City Manager. In the event any such deed of trust, mortgage or other security type instrument should at any time have the beneficial interest thereto assigned, such assignment must be first approved by the CITY, and CITY agrees not to unreasonably withhold such consent. CITY further consents and agrees that in the event any such deed of trust, mortgage or other security type instrument should at any time be in default and be foreclosed, CITY shall accept the mortgagee or beneficiary

thereof as its new tenant under this lease with all the rights and privileges of SOCIETY, and that in the event that it is desired thereafter by said mortgagee or beneficiary to assign this lease to its nominee, and said nominee is a reputable and financially responsible operator in the opinion of CITY, CITY hereby agrees that upon the filing of an application for consent to such assignment, CITY will give its consent thereto, and agrees not to unreasonably withhold such consent. In no event, however, shall any consideration be paid for such assignment, and said mortgagee or beneficiary shall be limited to receiving the same security interest in the leasehold as existed prior to the curing of said default, plus an amount equal to the mechanic's lien satisfied. In the event SOCIETY is in default under any provisions of this lease, CITY agrees to serve written notice thereof upon said mortgagee or beneficiary to substitute itself to SOCIETY's estate hereunder and to operate the leased premises if said default is noncurable, all as set forth hereinabove in detail.

21. SOCIETY shall, at its sole cost and expense, comply and secure compliance with all requirements of Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force, and shall pay before delinquency all taxes, assessments, and fees assessed or levied upon SOCIETY or the premises by reason of any

buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by SOCIETY or by reason of the business or other activities of SOCIETY upon or in connection with the said demised premises. The Final Judgment of any court of competent jurisdiction, or the admission of SOCIETY or any sublessee or permittee in any action or proceedings against them or any of them, whether CITY is a party thereto or not, that SOCIETY, sublessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between CITY and SOCIETY. SOCIETY specifically agrees to maintain a tax free status per State Revenue and Taxation Code Sections 214 and 222.5 during the entire term of this lease. Failure to maintain such tax free status shall be considered a material default of this lease agreement.

22. The waiver by CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. Any failure on the part of CITY to require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease shall not be construed as in any manner changing the terms hereof or to stop CITY from enforcing the full provisions hereof, nor shall the terms of this lease be changed or altered in any manner whatsoever other than by written agreement of CITY and SOCIETY.

23. The voluntary or other surrender of this lease by SOCIETY or a mutual cancellation thereof, shall not work a merger,

and shall at the option of CITY terminate all or any existing subleases or subtenancies, or may, at the option of CITY, operate as an assignment to it of any or all such subleases or subtenancies.

24. In the event (a) that SOCIETY shall default in the performance or fulfillment of any covenant or condition herein contained on its part to be performed or fulfilled and shall fail to cure such default within thirty (30) days following the service on it of a written notice from CITY specifying the default or defaults complained of and the date on which its rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that SOCIETY shall file a voluntary petition in bankruptcy, or (c) that SOCIETY shall be adjudicated a bankrupt, or (d) that SOCIETY shall make a general assignment for the benefit of creditors then and in either or any of said events, CITY may at its option, without further notice or demand upon SOCIETY or upon any person or persons claiming by, through or under SOCIETY, immediately cancel and terminate this lease and terminate each, every and all of the rights of SOCIETY and of any and all persons claiming by, through, or under SOCIETY in or to the leased premises and in or to the further possession thereof and may thereupon enter into and upon the leased premises and repossess the same and expel SOCIETY, any and all persons claiming by, through or under SOCIETY. The rights and remedies of CITY as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this lease or otherwise to deny CITY any right or remedy at law or in equity which CITY may have or assert against SOCIETY under any

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law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of CITY, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this lease and of any right or remedy at law or in equity which CITY may have against said SOCIETY. Provided, however, that prior to, or in the event of any occurrence as specified in (a), (b), (c), and (d) hereinabove, the financial institution or lending agency or person who is a beneficiary under a trust deed or mortgage recorded with the prior consent of CITY may cure any default or defaults of SOCIETY under (a), and may enter and operate the leased premises in the event of any occurrence under (b), (c), or (d), during the period the deed of trust or mortgage is in existence, and the lease agreement shall not be terminated.

25. SOCIETY shall give prompt notice to CITY of any fire or damage that may occur from any reason whatsoever. SOCIETY shall not commit or suffer to be committed any waste or injury, or any public or private nuisance, shall keep the premises clean and clear of refuse and obstructions; and shall dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause as to render the premises untenable, unsightly, or unfit for the use or purpose for which the same are hereby let and said damages are repairable with a reasonable time in the opinion of the City Manager, SOCIETY shall make full repairs to said damages so as to restore the premises to the condition which existed prior to said damages, or SOCIETY shall clear and remove from the said leased premises all

debris resulting from said damages and rebuild the premises in accordance with plans and specifications previously submitted to City Manager and approved in writing by him. Repairs, clearance of debris and restoration of the premises shall commence within thirty (30) days and shall be completed within a reasonable time thereafter. Failure to commence such restorative work and clearance, or failure to complete such work within said reasonable time shall constitute an abandonment of this lease by SOCIETY. In the event SOCIETY does not elect to make repairs or to rebuild and continue operations, then either SOCIETY or CITY may after thirty (30) days from the date of damage terminate this agreement; provided, however, that SOCIETY to exercise this right to terminate must first remove all debris from the leased premises and pay to CITY the proceeds from any insurance coverage covering the permanent improvements to the premises.

26. Control and administration of this lease is under the jurisdiction of the City Manager of CITY as to CITY's interest herein and any communication relative to the terms or conditions or any changes thereto or any notices provided for by this lease or by law to be given or served upon CITY may be given or served by letter deposited in the United States mails, postage prepaid, and addressed to the City Manager, Attention: Property Director, City Administration Building, Community Concourse, San Diego, California 92101. Any notice or notices provided for by this lease or by law to be given or served upon SOCIETY may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to SOCIETY at Post Office Box 551,

San Diego, California 92112, or may be personally served upon SOCIETY, or any person hereafter authorized by SOCIETY to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

27. SOCIETY shall take proper corrective action, to the satisfaction of CITY, to prevent the infestation of noxious weeds, pests and erosion throughout the entire leased premises.

28. SOCIETY shall order and obtain all utilities and other services necessary or desirable for SOCIETY's use of said premises and all costs, including installation and service charges in connection therewith, shall be borne by SOCIETY without expense to CITY therefor.

29. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, the commencement and termination of which delay shall be established by written notification by SOCIETY to CITY or by CITY to SOCIETY, as the case may be; the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this section shall excuse SOCIETY from the obligation to preserve, maintain, and care for such animals, birds,

reptiles, plants, exhibits and personal property in its custody during the term of this lease.

30. Should it become necessary for the CITY to commence legal proceedings to recover possession or enforce any other provision of this lease, the prevailing party will be paid by the other party all legal costs in connection therewith, including a reasonable sum as attorney's fees.

The parties agree that the law of the State of California shall be used in interpreting this lease agreement and will govern all disputes under this lease agreement and will determine all rights thereunder.

At the option of either party, venue of any action involving this lease agreement may be in or changed to the County of San Diego or the Southern District of California.

Personal service either within or without the State of California shall be sufficient to give personal jurisdiction to any court in which an action is filed for litigation of rights under this lease agreement.

31. CITY agrees, at any time or from time to time during the term hereof within ten (10) days after request therefor by SOCIETY, to deliver a certificate in recordable form to SOCIETY, or to any proposed mortgagee, trust deed beneficiary or purchaser, certifying if that in fact be the case that this lease is in full force and effect and that there are no defenses, defaults, or offsets thereto, or otherwise stating those claimed by CITY.

32. SOCIETY shall not discriminate in any manner against any person or persons on account of race, color, creed or national

origin in SOCIETY's use of the premises, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.

33. SOCIETY agrees to take affirmative action to improve employment opportunities of minorities and women. When applicable, SOCIETY agrees to abide by the Affirmative Action Program of Lessees as it now or hereafter exists. A copy of the program, effective as of the date of this agreement, is on file in the Office of the City Clerk and by this reference is incorporated herein. Minorities are presently defined as Mexican-American, Black, Filipino, American Indian and Asian/Oriental. The goal of this program shall be the attainment of the employment of minorities and women in all areas of employment in a total percentage of employment approximately equal to the total level of minority and women employment as established by the city for its Affirmative Action Program each year.

34. It is specifically understood and agreed that this lease contains the complete expression of the whole agreement between the parties hereto, and that there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied between them except as are fully set forth herein, and, further, that the lease cannot be enlarged, modified, or changed in any respect except by written agreement duly executed by and between said parties.

35. SOCIETY shall pay and discharge all taxes, general and special assessments and other charges of every description which

during the term of this lease may be levied on or assessed against the leased land and all interests therein and all improvements and other property thereon, whether belonging to CITY or to SOCIETY, or to which either of them may become liable in relation thereto.

a. SOCIETY agrees to and shall protect and hold harmless CITY and the leased premises from liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.

b. SOCIETY agrees to and shall pay all such foregoing taxes, assessments, and charges not less than thirty (30) days prior to the date of delinquency thereof and give written notice of each such payment to CITY within five (5) days after such payment is made.

c. Should SOCIETY fail to pay such taxes, assessments, or charges or fail to give written notice of any payment thereof as herein provided at least fifteen (15) days prior to the time the same becomes delinquent, SOCIETY may, at its option, at any time within or after such fifteen-day (15-day) period, pay such taxes, assessments, or charges, together with all penalties and interest which may have been added thereto by reason of SOCIETY's delinquency or default, and may likewise redeem the leased premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any such amounts so paid by CITY shall become immediately due and payable as rent by SOCIETY to CITY, together with interest thereon at the

rate of ten (10) percent per annum from the date of payment by CITY until paid by SOCIETY. Any such payment by CITY shall not be deemed to be a waiver of this lease or as provided by law.

IN WITNESS WHEREOF, this lease agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 224068, authorizing such execution, and by SOCIETY.

Dated this 23 day of July, 1979.

APPROVED as form and legality this 21 day of August, 1979.

JOHN W. WITT, City Attorney

By W. Aldrich
Deputy

THE CITY OF SAN DIEGO

By G. Marti

ASSISTANT TO THE CITY MANAGER
ZOOLOGICAL SOCIETY OF SAN DIEGO

By Zella Clark, Pres.

RESOLUTION No. 224068

(R- 79-2641)

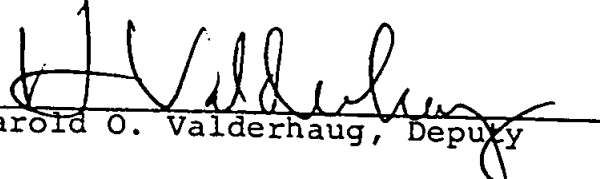
Adopted on JUL 23 1979

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a Lease Agreement with the ZOOLOGICAL SOCIETY OF SAN DIEGO, a California nonprofit corporation, for the purpose of operating the San Diego Zoo in Balboa Park, for a term of 55 years, under the terms and conditions set forth in that Lease Agreement on file in the office of the City Clerk as Document No.

767195.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:dm
6/25/79
Or.Dept.:Mgr.

Passed and adopted by the Council of The City of San Diego
on July 23, 1979, by the following vote:

YEAS: Mitchell, O'Connor, Lowery, Williams, Schnaubelt,
Stirling, Killea, Wilson.

NAYS: None.

NOT PRESENT: Gade

AUTHENTICATED BY:

PETE WILSON
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By ELLEN BOVARD, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 224068
passed and adopted by the Council of The City of San Diego,
California, on JUL 23 1979.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By Ellen Bovard, Deputy.