

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE ("Consent") is made by **NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company**, successor to Pacific Bell ("New Cingular"), to be effective when signed by the AT&T affiliate, as follows:

New Cingular, as lessor, and CITY OF SAN DIEGO, a California municipal corporation ("LESSEE"), as lessee, are parties to that certain FLAT RATE LEASE (the "Master Lease") filed in the Office of the San Diego City Clerk, January 28, 1991, as Document No. 00-17592, and relating to certain AT&T-owned property located at Black Mountain Communications Center in San Diego, CA (the "Premises").

LESSEE, as sublessor, and SAN DIEGO GAS & ELECTRIC, a California corporation, ("SUBLESSEE"), as sublessee, are parties to that certain SUBLEASE dated November 17, 2014 ("Sublease"), relating to use of a portion of the Premises (the "Sublease Premises") for maintaining, operating, and removing, all at SUBLESSEE'S sole cost and expense, SUBLESSEE'S Communications Equipment (defined below) further detailed in the Sublease.

SUBLESSEE'S Communications Equipment is defined in the Sublease as the antenna structures, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures, more particularly described in Exhibit C to the Sublease, also attached hereto as Exhibit A ("Communications Equipment").

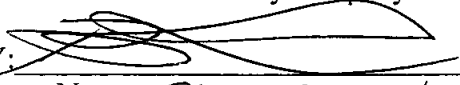
New Cingular hereby consents to LESSEE'S subleasing to SUBLESSEE, provided all of the following conditions are and remain true:

- A. The Sublease is subject and subordinate to this Consent and the Master Lease (as may be amended from time to time);
- B. Is not bound by any term or condition in the Sublease which in any way conflicts with New Cingular's rights or which enlarges or otherwise increases AT&T'S obligations or duties under the Master Lease;
- C. Nothing herein shall do any of the following:
 - 1. Release LESSEE from any liability, whether past, present, or future, under the Master Lease as to the Premises or any portion thereof;
 - 2. Be construed as a waiver of New Cingular's right to consent to any proposed sublease or assignment after the date hereof by LESSEE under the Master Lease or by SUBLESSEE under the Sublease, or as a consent to any portion of the Premises being used or occupied by any other party; or
 - 3. Be deemed to be any type of obligation of New Cingular to LESSEE, SUBLESSEE, or to any governmental agent, board, commission, or agency, with

regard to any other action relating to SUBLESSEE's occupancy, use, or maintenance of any portion of the Premises or improvements thereon.

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

NEW CINGULAR WIRELESS PCS, LLC, a
Delaware limited liability company

BY: 

Name: BRETT PETERMAN

Title: AREA MANAGER

Date: 11/4/14



**CITY OF SAN DIEGO
TELECOMMUNICATIONS SUBLEASE**

between

THE CITY OF SAN DIEGO

and

SAN DIEGO GAS & ELECTRIC

at

BLACK MOUNTAIN

**CITY OF SAN DIEGO
TELECOMMUNICATIONS SUBLEASE**

This CITY OF SAN DIEGO TELECOMMUNICATIONS SUBLEASE ("Sublease") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY and SUBLESSOR"), and SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation ("SUBLESSEE"), hereinafter collectively referred to as the "Parties," to be effective on November 21, 2014 ("Effective Date"), once the Sublease is approved by the San Diego City Attorney.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

For the purposes of this Sublease, the terms listed below are defined as follows:

- 1.1. "CITY Lease" – that certain Lease made by and between the CITY and AT&T Corporation, successor to Pacific Bell ("AT&T"), attached hereto as Exhibit G.
- 1.2. "Communications Equipment" – includes, but is not limited to, antenna structures, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment shelters, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures, more particularly described in Exhibit C.
- 1.3. "Hazardous Substances" – any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 1.4. "SUBLESSEE'S Operations" – SUBLESSEE'S development, occupancy, use, restoration, and/or maintenance of the "Site" (defined below) and "Premises" (defined below).
- 1.5. "Premises" – that certain portion of the "Site" (defined below) used by SUBLESSEE, more particularly described in Exhibit A.
- 1.6. "Site" – that certain parcel of real property owned by AT&T located in the City of San Diego, County of San Diego, State of California, more particularly described in Exhibit A.

2. SUBLEASED PROPERTY.

2.1. Sublease of Premises. Under the terms and conditions of this Sublease, CITY subleases to SUBLESSEE and SUBLESSEE subleases from CITY, the Premises.

2.2. Access to Site/Parking/Security. Unless otherwise provided, SUBLESSEE, its agents, employees, and contractors, will be granted reasonable access to the Premises under this Sublease.

3. USES.

SUBLESSEE shall use the Premises solely and exclusively for the purposes, with proper permits and approvals obtained, maintaining, operating, and removing, all at SUBLESSEE'S sole cost and expense, SUBLESSEE'S Communications Equipment ("SUBLESSEE'S Operations").

3.1. Continuous Use. SUBLESSEE shall continuously occupy and use the Premises throughout the term of this Sublease (as defined below).

3.2. Unauthorized Use. SUBLESSEE shall not operate its Communication Equipment or use the Premises or Site for other related or incidental activities of any kind without prior written consent by the CITY and AT&T in each instance. The use of the Premises or Site for any unconsented, illegal, or non-permitted purpose shall constitute a default of this Sublease.

4. TERM.

The term of this Sublease ("Term") shall be seven (7) years and four (4) months commencing on the Effective Date, with an additional five (5) year option with Market Rate Adjustment. "Lease Year" shall mean each twelve month period during the Term, commencing on the month and day of the Effective Date and continuing to the same month and day of the following year, minus one day.

4.1. Holdover. SUBLESSEE may not continue in possession of the Premises past the expiration or earlier termination of this Sublease.

4.2. Surrender. Upon the expiration or earlier termination of this Sublease, SUBLESSEE shall surrender the Premises to CITY in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from SUBLESSEE'S Operations. Except as otherwise provided in this Sublease, SUBLESSEE shall surrender the Premises in the same condition as it was on the Effective Date, normal wear and tear excepted.

5. RENT.

SUBLESSEE shall pay to CITY rent in the amount of One Thousand Eight Hundred dollars (\$1,800) per month, in advance, subject to annual adjustments as of the first day of the second Sublease Year and each Sublease Year thereafter, as follows:

Sublease Year Two	\$1,854.00
Sublease Year Three	\$1,910.00
Sublease Year Four	\$1,967.30
Sublease Year Five	\$2,026.32
Sublease Year Six	\$2,087.11
Sublease Year Seven	\$2,149.73
Sublease Year Eight (4 mo.)	\$2,214.21

The above rent schedule reflects an annual rent escalation equal to three percent (3%) above the annual rent for each preceding Sublease Year.

- 5.1. Time and Place of Payment. Rent is due monthly on the 1st day of each month of each Sublease Year. All rents required by this Sublease shall be made payable to the City Treasurer and mailed to:

The City of San Diego
Office of the City Treasurer
P.O. Box 129030
San Diego, CA 92112-9030

or hand delivered to:

Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

SUBLESSEE shall include CITY'S customer account number for SUBLESSEE on the rent payment so CITY can apply the rent to the appropriate account. The place of payment may be changed at any time by CITY upon forty-five (45) calendar day prior written notice to SUBLESSEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. SUBLESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

- 5.2. Delinquent Rent. If SUBLESSEE fails to pay rent when due, SUBLESSEE shall pay, in addition to the unpaid rent, three percent of the

delinquent rent. If the rent is still unpaid at the end of fifteen (15) calendar days past due, SUBLESSEE shall pay an additional three percent (3%) [for a total of six percent (6%)], which is agreed by the Parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. In no event shall the charge for late payments of rent be less than \$250. Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of SUBLESSEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.

6. INSURANCE.

- 6.1. SUBLESSEE represents and warrants to CITY that it is self-insured in accordance with applicable law, and shall pay all claims related to this Permit or PERMITTEE'S use of the Permit Area that would be covered by a third-party insurance company in the usual course of business as shown below. PERMITTEE shall deliver to CITY upon request evidence of PERMITTEE's ability to self-insure, in form and content reasonably satisfactory to CITY. In the alternative, PERMITTEE shall deliver to CITY's Real Estate Assets Department a current certificate of insurance for each of the following:

Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Sublease.

Workers' Compensation Insurance, as required by applicable laws, for all of SUBLESSEE'S employees who are subject to this Sublease, with employers' liability coverage with a limit of at least One Million Dollars

(\$1,000,000), and an endorsement that the insurer waives the right of subrogation against CITY and its elected officials, officers, employees, representatives and agents.

- 6.2. Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy must be endorsed to include as an insured "The City of San Diego and its elected officials, officers, employees, representatives and agents" with respect to liability arising out of: (a) ongoing operations performed by SUBLESSEE or on SUBLESSEE'S behalf; (b) SUBLESSEE'S products; or (c) SUBLESSEE'S work, including without limitation SUBLESSEE'S completed operations performed by SUBLESSEE or on SUBLESSEE'S behalf.
- 6.3. Primary & Non-Contributory. Each policy must be endorsed to provide that the insurance afforded by Commercial General Liability policies is primary to any insurance or self-insurance of CITY and its elected officials, officers, employees, representatives and agents as respects operations of the named insured. Any insurance maintained by CITY and its elected officials, officers, employees, representatives and agents shall be in excess of SUBLESSEE'S insurance and shall not contribute to it.
- 6.4. Severability of Interest. Each policy must be endorsed to provide that SUBLESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 6.5. Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY'S approval in each instance.
- 6.6. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of SUBLESSEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.

- 6.7. Continuity of Coverage. All policies shall be in effect on or before the Effective Date, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the term of this Sublease. At least thirty (30) days prior to the expiration of each insurance policy, SUBLESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Sublease. SUBLESSEE shall provide proof of continuing insurance at least annually during the term of this Sublease and otherwise upon CITY'S request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and shall immediately obtain replacement insurance as soon as possible.
- 6.8. Modification. To assure protection from and against the kind and extent of risk existing with SUBLESSEE'S use of the Premises, SUBLESSEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances or CITY'S reasonable re-evaluation of risk levels related to SUBLESSEE'S use of the Premises.
- 6.9. Causes of Loss - Special Form Property Insurance. SUBLESSEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of SUBLESSEE'S insurable property related to SUBLESSEE'S use of the Premises Area in an amount to cover 100 percent (100%) of the replacement cost. SUBLESSEE shall deliver to CITY a certificate of such insurance.
- 6.10. SUBLESSEE shall obtain and deliver to CITY'S Real Estate Assets Department relevant insurance endorsements for (and subject to CITY'S written approval of same). SUBLESSEE shall also deliver or cause to be delivered promptly to the Real Estate Contracting Officer of the Naval Facilities Engineering Command Southwest a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Sublease and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.
- 6.11. Accident Reports. SUBLESSEE shall immediately report to CITY any accident causing property damage or injury to persons and related to SUBLESSEE'S use of the Premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

7. **ACCEPTANCE OF PREMISES.**

SUBLESSEE understands that the Premises are offered and subleased on an "as is, where is" basis, without representation or warranty on the part of the CITY as to suitability for any purpose. SUBLESSEE has independently inspected the Premises, knows the extent and condition of said Premises, and acknowledges receipt of the Premises as is, where is, from the CITY. SUBLESSEE shall not hold CITY responsible for any defects, whether apparent or latent, in the Premises. SUBLESSEE waives any claims against CITY and AT&T which may result from the presence of Hazardous Substances on the Premises.

8. **SITE PLANS.**

SUBLESSEE shall use and occupy the Premises in accordance with the plans approved by CITY'S Communications Division and attached as Exhibit B ("Site Plans"). SUBLESSEE'S failure to comply with the approved Site Plans shall be a default of this Sublease.

9. **IMPROVEMENTS AND ALTERATIONS.**

Other than as approved by the Site Plans, SUBLESSEE shall not construct any construction, alterations, additions, modifications, excavations, betterments, or improvements to, installations upon, or otherwise modify or alter the Premises in any way without the prior written approval of the CITY and AT&T. SUBLESSEE shall not make any structural or architectural design alterations to approved improvements, structures or installations on the Site without the prior written approval of the CITY and AT&T as required by the CITY Lease.

9.1. **Alterations to Communications.** SUBLESSEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance that does not include swapping out or replacing any of the Communications Equipment, unless (1) SUBLESSEE obtains CITY'S prior written consent, which shall be granted in the CITY'S sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements on the Site and/or Premises; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibits D and E. Nothing in this section shall be construed to eliminate SUBLESSEE'S obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY'S Development Services Department or any other governmental agency.

9.2. **Repair and Restoration.** These provisions shall not relieve SUBLESSEE of any obligation under this Sublease to maintain the Premises in a decent, safe, healthy, and sanitary condition as required in Section 17 of this

Sublease, including, without limitation, structural repair and restoration of damaged or worn improvements.

10. COMPLIANCE WITH LAWS AND POLICIES.

- 10.1. General. SUBLESSEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of city, county, state, and federal governments at SUBLESSEE'S sole cost and expense. SUBLESSEE shall comply with all notices issued by CITY under the authority of all current or future laws, statutes, ordinances, or regulations. SUBLESSEE shall be subject to such rules, regulations, and procedures regarding security, supervision or otherwise, as may, from time to time, as prescribed by the CITY.
- 10.2. Nondiscrimination/Equal Opportunity. SUBLESSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in SUBLESSEE'S Operations, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
- 10.3. Equal Benefits. SUBLESSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of CITY-owned property to offer the same benefits to employees with spouses and employees with domestic partners. To the extent so required by the San Diego Municipal Code, LESSEE shall certify that it will maintain such equal benefits throughout the term of this Sublease by returning to the City a completed copy of Exhibit H prior to entering the Site or performing any action under this Lease.

11. WATER QUALITY ASSURANCES.

SUBLESSEE shall, at its sole cost and expense, comply with all laws, rules, regulations and direction of competent governmental authority (such as the San Diego Regional Water Quality Control Board) relating to water quality assurances and storm water management. SUBLESSEE acknowledges and agrees that such legal requirements may change at any time and from time to time.

- 11.1. NPDES. SUBLESSEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") permit in force on the Effective Date of this Sublease (i.e., Permit No. R9-2013-0001), and any and all amendments thereto and all applicable succeeding NPDES permits.
- 11.2. Stormwater Management. SUBLESSEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3,

Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices," as that term is defined by the Stormwater Code, and as approved by the CITY, in its governmental capacity, under its Stormwater Management Program.

12. TELECOMMUNICATIONS PROVISIONS.

- 12.1. Entire Installation. SUBLESSEE represents and warrants that the Communications Equipment listed in Exhibit C constitutes the entire installation, which SUBLESSEE shall update from time to time upon CITY'S request.
- 12.2. Radio Frequency Radiation. SUBLESSEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand feet of any RF transmitting antenna on the Premises, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. SUBLESSEE shall report to CITY any areas discovered by SUBLESSEE to exceed such federally mandated limits. SUBLESSEE shall defend and hold the CITY harmless for any liabilities, fines or other penalties claimed or imposed against the CITY that result from the existence of excessive levels of radiation that are caused in whole or in part, or contributed to, by SUBLESSEE'S Operations. Hazardous RF radiation levels may be encountered when climbing on antenna structures (Refer to FCC OET Bulletin 65). Any equipment installed on the Site may, at times, require shutdown to allow maintenance on antenna structures. SUBLESSEE shall allow shutdown periods when required for such maintenance, provided CITY and AT&T use reasonable efforts to ensure that the shutdowns do not occur during peak hours of operation. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. SUBLESSEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. SUBLESSEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten calendar days before the change.
- 12.3. Radio Frequency Interference. SUBLESSEE shall comply with all requirements set forth in Exhibit D, which may be updated from time to time in CITY'S sole discretion. SUBLESSEE warrants that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or RF interference with any

CITY-authorized equipment on the Site, provided that the installation and operation of such CITY-authorized equipment pre-dates the installation of the Communications Equipment at the Site.

12.4. Industry Standards. SUBLESSEE shall perform all Communications Equipment installations, modifications, and maintenance in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56(c) Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56(c) publication, installations on the Premises shall also comply with the following requirements:

12.4.1. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;

12.4.2. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users on the Site; and

12.4.3. SUBLESSEE shall comply with the requirements set forth in Exhibit E with respect to any Communications Equipment installation or modification. CITY may, in its sole discretion, update Exhibit E from time to time.

13. INTERFERENCE WITH CITY AND AT&T OPERATIONS.

SUBLESSEE'S Operations shall not interfere with the CITY'S development, occupancy, use, restoration, or maintenance of the Site. SUBLESSEE shall not conduct operations or activities, nor make any alterations, that would interfere with or otherwise restrict AT&T'S operations at the Site.

14. WASTE, DAMAGE OR DESTRUCTION

SUBLESSEE shall immediately give notice to CITY of any fire or any other damage that occurs on the Site and/or Premises, either during or after the completion of construction of approved improvements. SUBLESSEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with SUBLESSEE'S Operations. SUBLESSEE shall keep the Site and/or Premises clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the Site and/or Premises is damaged by any cause that puts the Site and/or Premises into a condition which is not decent, safe, healthy, and sanitary, SUBLESSEE shall make, or cause to be made, full repair of the damage and restore the Site and/or Premises to the condition which existed prior to the damage; or, at CITY'S option, SUBLESSEE shall clear and remove from the Site and/or Premises all debris resulting from the damage and restore the Site and/or Premises in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which

existed prior to the damage. SUBLESSEE shall commence preliminary steps toward performing repairs and/or restoration of the Site and/or Premises as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Site within sixty (60) one hundred calendar days after such occurrence. Failure to timely repair damage to the Site and/or Premises will be considered a default under the Sublease. SUBLESSEE's obligations under this Section 14 shall not apply to damage caused by the acts or omissions of either CITY and/or AT&T.

15. HAZARDOUS MATERIALS.

SUBLESSEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substances or otherwise regulated substances in, on, under, or from the Premises and/or Site by any of SUBLESSEE'S officers, employees, agents, contractors, invitees and guests. SUBLESSEE and SUBLESSEE'S officers, employees, agents, invitees, guests and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Premises and/or Site without CITY'S prior written consent. SUBLESSEE shall, prior, to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measurements, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 15.1. Release. For the purpose of this Sublease, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of Hazardous Substances.
- 15.2. Remediation. If SUBLESSEE'S Operations result in a release of a Hazardous Substance, SUBLESSEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all applicable laws, rules, and regulations of governmental authorities and to the CITY'S satisfaction.
- 15.3. Indemnification to CITY and AT&T. To the extent permitted by law, SUBLESSEE shall protect, defend, indemnify and hold CITY and AT&T harmless from any claims, costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, or disposal, to the extent arising from SUBLESSEE'S Operations, or any other action by SUBLESSEE giving rise to CITY or AT&T liability, civil or criminal, or responsibility under Federal, state, or local environmental laws. This

includes, without limitation, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies. This provision shall survive the expiration or termination of the Sublease, and SUBLESSEE'S obligations hereunder shall apply whenever CITY or AT&T incurs costs or liabilities for SUBLESSEE'S actions.

- 15.4. Notice of Release. If SUBLESSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on or beneath the Premises and/or Site, SUBLESSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws and regulations. SUBLESSEE shall deliver a written report thereof to CITY within three (3) calendar days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If SUBLESSEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent and substantial danger to public health and/or safety, SUBLESSEE may take all actions necessary to alleviate the danger. SUBLESSEE shall notify CITY in writing immediately of any violation, notice of violation, or notice to comply received, environmental action initiated, or private suit filed that is related to the Premises and/or Site.
- 15.5. Environmental Assessment. Upon reasonable cause to believe that SUBLESSEE'S Operations resulted in any Hazardous Substance being released on or beneath the Premises and/or Site, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at SUBLESSEE'S sole cost and expense, and shall establish what, if any, Hazardous Substances have been caused by SUBLESSEE'S Operations on, in, or under the Premises or Site, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state, or federal laws, statutes, ordinances, regulations, or required future restricted re-use of the Site and/or Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. SUBLESSEE shall cause, or if SUBLESSEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal reasonably recommended in the environmental assessment, such that compliance with environmental law is achieved, and SUBLESSEE shall pay all costs and expenses therefor.

15.6. Removal. If SUBLESSEE or SUBLESSEE'S officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Site and/or Premises, SUBLESSEE shall remove all Hazardous Substances in any type of container, equipment or device from the Site immediately upon or prior to the expiration or earlier termination of this Sublease. CITY reserves the right to conduct inspections of the Site and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Site. SUBLESSEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.

16. SIGNS.

SUBLESSEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, and/or FCC. SUBLESSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises. If any such unauthorized item is found on the Premises, SUBLESSEE shall remove the item at SUBLESSEE'S sole cost and expense within twenty-four (24) hours after CITY'S demand thereof, or CITY may then enter the Premises and remove the item at SUBLESSEE'S cost and expense.

17. MAINTENANCE.

SUBLESSEE shall, at its sole cost and expense, continuously maintain the Site throughout the Term. SUBLESSEE'S responsibilities shall include, but are not limited to, removal of trash, litter, broken glass and other hazards/obstructions from the Premises that are generated by SUBLESSEE, its agents, constructors or employees. SUBLESSEE shall ensure the Premises is maintained free of any noxious or nuisance causing condition. SUBLESSEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition. All such maintenance (including repairs and restoration) shall be completed to the satisfaction of CITY, in conformance with the description of the Site and Premises set forth in Exhibit A, the approved site plans set forth in Exhibit B, and in compliance with all applicable codes and standards of city, state, and federal agencies.

17.1. CITY Maintenance. CITY reserves the right to perform any needed maintenance on the Site at any time. If CITY performs such maintenance, CITY shall provide SUBLESSEE with at least forty-eight (48) hours notice prior to commencing the work (except in the event of an

emergency, in which case, no prior notice shall be required, but CITY shall give SUBLESSEE notice as soon as reasonably possible thereafter), and SUBLESSEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance on the Site.

- 17.2. Emergency Maintenance Procedures. The Parties shall comply with the emergency maintenance procedures set forth in Exhibit F, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

18. ENTRY AND INSPECTION.

CITY may, at any time, without any obligation to do so, enter the Site for the purpose of viewing and ascertaining the condition of the Site, or to protect CITY'S interest in the Site, or to inspect the operations conducted on the Site. If CITY'S entry or inspection discloses that the Site is not in a decent, safe, healthy, and sanitary condition, CITY may, after ten (10) calendar days written notice to SUBLESSEE, have any necessary maintenance work done in order to keep the Site in a decent, safe, healthy, and sanitary condition, all at SUBLESSEE'S sole cost and expense, and SUBLESSEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Sublease.

19. UTILITIES.

SUBLESSEE shall order, obtain, and pay for all utilities, service, and installation charges in connection with SUBLESSEE'S Operations. SUBLESSEE is responsible for the repair and maintenance of all exterior utility distribution lines, connections, and equipment that solely support SUBLESSEE'S facilities. This responsibility extends from SUBLESSEE'S facilities located upon the Premises to the point of connection with the utility system that serves users other than the SUBLESSEE. Utilities shall be constructed and located in accordance with the approved Site Plans.

20. TAXES.

SUBLESSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon SUBLESSEE for its use of the Premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by SUBLESSEE, or levied by reason of SUBLESSEE'S business or other SUBLESSEE activities related to the Premises, including, without limitation, any licenses or permits. SUBLESSEE acknowledges that this Sublease may create a possessory interest subject to property taxation, and that SUBLESSEE may be subject to the payment of taxes levied on the leasehold

interests. SUBLESSEE shall pay all such possessory interest taxes. SUBLESSEE'S payment of taxes, fees, and assessments shall not reduce any rent due CITY.

21. LIENS.

SUBLESSEE shall at all times protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor, materials or equipment in connection with SUBLESSEE'S Operations, and all costs of defending against such claims, including, without limitation, reasonable attorney fees.

SUBLESSEE shall promptly discharge or cause to be discharged valid lien, right in rem, claim, or demand of any kind, which at any time may arise or exist with respect to the Premises or materials or equipment furnished thereof, or any part thereof, due to SUBLESSEE'S Operations, and if the same shall not be promptly discharged by SUBLESSEE, or should SUBLESSEE be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, CITY reserves the right to take immediate possession.

SUBLESSEE shall be responsible for any costs incurred by CITY in securing clear title to its property due to their acts or omissions clouding the title.

22. INDEMNIFICATION.

SUBLESSEE shall protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to SUBLESSEE'S officers, employees, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with this Sublease or SUBLESSEE'S Operations on the Premises, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that SUBLESSEE'S duty to indemnify and hold harmless shall not include any established liability arising from the gross negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives and agents. CITY may, at its own election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

23. RELATED COUNCIL ACTIONS.

By entering into this Sublease, neither CITY nor the San Diego City Council is obligating itself to any other governmental agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Premises. Discretionary action includes, but is not limited to any rezoning, variance, environmental clearance, or any other governmental approval that may

be required for SUBLESSEE'S Operations. SUBLESSEE shall diligently seek and obtain, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Premises, as are necessary for SUBLESSEE'S Operations.

24. DEFAULT AND REMEDIES.

24.1. Default. Each of the following shall constitute an event of default under this Sublease:

24.1.1. SUBLESSEE'S failure to make any payment required under this Sublease when due, if the failure continues for five (5) calendar days past due following written notice of the failure by CITY;

24.1.2. SUBLESSEE'S breach of any of its obligations under this Sublease, other than those requiring payment to CITY, and SUBLESSEE either: (i) fails to cure the breach within thirty (30) calendar days following written notice from CITY; or, (ii) if such breach is not curable within thirty (30) calendar days, fails to commence to cure the breach within thirty (30) calendar days and to diligently pursue the cure to completion;

24.1.3. SUBLESSEE voluntarily files any petition under any bankruptcy or insolvency act or law;

24.1.4. SUBLESSEE has involuntarily filed against it any petition under any bankruptcy or insolvency act or law and the matter is not dismissed by a court of competent jurisdiction within ninety (90) calendar days of filing;

24.1.5. SUBLESSEE is adjudicated as bankrupt; or

24.1.6. SUBLESSEE makes a general assignment for the benefit of creditors.

24.1.7. SUBLESSEE uses the Site for any unauthorized purpose.

24.2. Remedies.

24.2.1. General. Upon SUBLESSEE'S default under this Sublease, CITY may pursue any one or more of the remedies listed in this section in addition to any other remedies now or later available to CITY, in law or equity. Such remedies shall be cumulative and not exclusive.

24.2.2. For Monetary Default. Upon LESSEE'S default for nonpayment under Section 24.1.1 of this Sublease, CITY may, in its sole discretion, either give SUBLESSEE, or any person claiming rights

through SUBLESSEE, a written Five-Day Notice to Pay or Quit, or CITY may terminate this Sublease and all rights of SUBLESSEE and of all persons claiming rights through SUBLESSEE to the Site or to possession of the Site, and CITY may enter and take possession of the Site and may recover the amount set forth below.

24.2.3. For Non-Monetary Default. Upon LESSEE'S default based upon Sections 24.1.2 through 24.1.7 of this Sublease, CITY may, in its sole discretion, terminate this Sublease, and all rights of SUBLESSEE and of all persons claiming rights through SUBLESSEE to the Site or possession of the Site, and CITY may enter and take possession of the Site and may recover from LESSEE the amount set forth below. If any default described in Sections 30.1.2 through 30.1.7 of this Sublease is not curable within thirty (30) calendar days after notice to SUBLESSEE, CITY will not terminate this Sublease pursuant to the default, if SUBLESSEE immediately commences to cure the default and diligently pursues the cure to completion.

24.2.4. CITY'S Recovery Upon Termination. Upon termination of the Sublease due to SUBLESSEE'S default, CITY may recover the sum of:

24.2.4.1. The worth at the time of award of any unpaid rent that had been due at the time of termination; plus

24.2.4.2. The worth at the time of award of the amount by which (i) the unpaid rent that would have been earned after termination until the time of award minus (ii) the amount of the rent lost, if any, that SUBLESSEE affirmatively proved could have been reasonably avoided; plus

24.2.4.3. The worth at the time of award of the amount by which (i) the unpaid rent for the balance of the Term after the time of the award minus (ii) the amount of rent lost, if any, as SUBLESSEE affirmatively proves could be reasonably avoided; plus

24.2.4.4. Any other amount necessary to compensate CITY for the detriment proximately caused by SUBLESSEE'S failure to perform SUBLESSEE'S obligations or that, in the ordinary course of things, would be likely to result; plus

24.2.4.5. All other amounts in addition to or in lieu of those previously stated as may be permitted by California law.

24.2.4.6. As used in Sections 24.2.4.1 and 24.2.4.2, the "worth at time of award" shall be computed by allowing interest at the rate of ten percent per annum. As used in Section 26.2.4.3, the "worth at the time of award" shall be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this section, the term "rent" shall include base rent, percentage rent, and any and all other amounts that SUBLESSEE is required to pay to CITY under this Sublease.

24.2.4.7. The calculation of any sum under this section shall be based on a 30-day month and a 360-day year.

24.3. Abandonment by SUBLESSEE. If SUBLESSEE breaches this Sublease and abandons the Premises, this Sublease shall continue in effect as long as CITY does not terminate this Sublease, and CITY may enforce all its rights and remedies under this Sublease, including, without limitation, the right to recover the rent as it becomes due, plus damages.

24.4. Waiver. CITY'S waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by CITY in order to constitute a valid and binding waiver. CITY'S delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this Sublease. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. CITY'S acceptance of any rent shall not be a waiver of any default preceding the rent payment. CITY'S failure to discover a breach or default or to take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but CITY may, at all times, require the cure of any breach or default regardless of when discovered.

25. **SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY.**

This Sublease is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises, or any portion thereof, and to the right of AT&T to grant such additional easements and rights-of-way over, across, in and upon the Premises as it shall be deemed to be in the public interest.

26. **OWNERSHIP OF IMPROVEMENTS AND FIXTURES.**

Except as otherwise provided in this section, all improvements constructed on the Site by SUBLESSEE or by SUBLESSEE'S contractors and/or subcontractors at any time during the Term, including any tower structure, equipment shelters, conduit, and fence (hereinafter referred to in this section as "SUBLESSEE'S Improvements"), as well as all Communications Equipment, machines, and appliances brought to the Site by SUBLESSEE or SUBLESSEE'S contractors and/or subcontractors at any time during the Term (hereinafter referred to as "SUBLESSEE'S Personal Property") shall be the property of SUBLESSEE during the Term (hereinafter referred to as "SUBLESSEE'S Property").

26.1 At the expiration or earlier termination of this Sublease, and at CITY'S option, any and all of SUBLESSEE'S Improvements, which definition is limited to tower structure modifications, building structures, and items intended to be permanent structures, but not include antennas, antenna attachments, cabling, radio equipment and associated materials and equipment, shall be deemed to be part of the Site and shall become CITY'S property free of all liens and claims, except as otherwise provided in this Sublease. As applicable, SUBLESSEE shall present CITY with a bill of sale transferring ownership of SUBLESSEE'S Improvements to the CITY.

26.1.1 If CITY elects not to assume ownership of any of SUBLESSEE'S Improvements, CITY shall notify SUBLESSEE at least one hundred eighty (180) calendar days prior to the expiration of this Sublease, or immediately upon earlier termination of this Sublease, and SUBLESSEE shall remove all such SUBLESSEE'S Improvements as directed by CITY, all at SUBLESSEE'S sole cost and expense. If SUBLESSEE fails to remove any of SUBLESSEE'S Improvements as directed, CITY may cause their removal, and SUBLESSEE shall reimburse CITY on demand for the full cost thereof.

26.2 On or before the expiration of this Sublease, or as CITY may direct upon earlier termination of this Sublease, SUBLESSEE shall remove from the Site SUBLESSEE'S Personal Property. If SUBLESSEE fails to remove any of SUBLESSEE'S Personal Property as required herein, then either: (i) such property shall be considered abandoned and become CITY'S property free of all claims and liens; or (ii) CITY may cause such property's removal, and SUBLESSEE shall reimburse CITY on demand for the full cost of the removal, storage and all other costs associated therewith.

26.2.1 If SUBLESSEE desires to dispose of any of SUBLESSEE'S Personal Property used in the operation of its wireless communication facilities on the Site, CITY shall have the first right to acquire or purchase such property.

26.3 SUBLESSEE shall repair, at its sole cost and expense, all damage to the Premises or Site resulting from the removal of SUBLESSEE'S Property from the Premises by SUBLESSEE or SUBLESSEE'S contractors and/or subcontractors.

26.3.1 If the removal of SUBLESSEE'S Property by SUBLESSEE or SUBLESSEE'S contractors and/or subcontractors or by CITY takes place after expiration of this Sublease, or beyond CITY'S direction upon earlier termination of this Sublease, SUBLESSEE shall pay rent to CITY at the rate in effect immediately prior to the expiration or earlier termination of this Sublease, until all of SUBLESSEE'S Property has been removed from the Site.

27 **NOTICES.**

Any notice required or permitted to be given under this Sublease shall be in writing and may be served personally, sent by United States mail, postage prepaid, or sent by reliable overnight courier, addressed to the Parties as follows, or to any mortgagee, trustee, or beneficiary, as applicable, at the appropriate address designated, in writing, by the respective party:

If to SUBLESSEE:

San Diego Gas & Electric
8335 Century Park Court, CP 1-1D
San Diego, CA 92123
Attention: Jim Siefert, Manager of Corporate Real Estate & Land Services

and to:

San Diego Gas & Electric
Legal Department
8315 Century Park Ct., CP3
San Diego, CA 92123-1569

If to CITY:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101-4155

If to CITY'S General Services Department, Communications Division:

City of San Diego
Attention: Communications Division

Central Operations
1220 Caminito Centro
San Diego, CA 92102

If to AT&T:

Brett Petermann
AT&T Area Manager
New Cingular Wireless PCS, LLC
AT&T Towers
2300 Northlake Center Drive
Tucker, GA 30084

- 27.1 Address Changes. Any party entitled or required to receive notice under this Sublease may, by like notice, designate a different address to which notices shall be sent.
- 27.2 When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

28 **MISCELLANEOUS PROVISIONS.**

- 28.1 Governing Law. This Sublease shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 28.2 Entire Understanding. This Sublease contains the entire understanding of the Parties. CITY and SUBLESSEE agree that there is no other written or oral understanding between them with respect to SUBLESSEE'S Operations. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Sublease itself. Each party to this Sublease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Sublease. The failure or refusal of any party to read this Sublease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.
- 28.3 Supersedure. As of the Effective Date, this Sublease shall supersede and annul all prior leases, right-of-entry permits, or other agreements concerning SUBLESSEE'S Operations, by and between CITY and SUBLESSEE, and each such agreement shall be void and of no effect, except as to any rentals and fees that may have accrued or any rights and remedies accrued or granted to CITY under those agreements.

- 28.4 Partial Invalidity. If any term, covenant, condition, or provision of this Sublease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 28.5 CITY Lease. All rights conferred by this Sublease derive from the CITY Lease. In the event of any conflict between this Sublease and the CITY Lease, the provisions of the CITY Lease shall prevail. SUBLESSEE shall not use the Premises, nor shall this Sublease be used, applied or interpreted, in any manner inconsistent with the CITY Lease or which may result in CITY being exposed to a breach of the CITY Lease.
- 28.6 No Affiliation. Nothing contained in this Sublease shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and SUBLESSEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of SUBLESSEE or any other party or entity.
- 28.7 Time of the Essence. Time is of the essence for each and every term, covenant, and condition of this Sublease.
- 28.8 Standard of Conduct. SUBLESSEE and its employees shall, at all times, conduct themselves and SUBLESSEE'S Operations in a creditable manner and in accordance with industry standards.
- 28.9 Joint and Several Liability. If SUBLESSEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of SUBLESSEE under this Sublease.
- 28.10 Unavoidable Delay. If the performance of any act required of CITY or SUBLESSEE under this Sublease is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. This provision shall not apply to SUBLESSEE'S obligation to pay rent. If CITY or SUBLESSEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of the fact within ten (10) calendar days after the beginning of any such claimed delay.
- 28.11 CITY'S Consent or Approval. Whenever required under this Sublease, CITY'S consent or approval shall mean the written consent or approval of CITY'S City Mayor or his designee, unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless provided by law or otherwise expressly provided herein.

- 28.12 Consent by Either Party. Except as otherwise expressly provided in this Sublease, consent to be given by either party shall not be unreasonably withheld or delayed.
- 28.13 Sublease Modifications. This Sublease shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.
- 28.14 No Assignments or Subleases. SUBLESSEE shall not assign any of its rights or obligations, or sublease any of SUBLESSEE'S interests under this Sublease. Any such assignment or sublease shall be deemed a default of this Sublease and all revenue derived from such assignment or sublease is entirely due to CITY.
- 28.15 Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of SUBLESSEE'S service requests upon receipt of SUBLESSEE'S payment of the applicable fee. The fee schedule, which is on file at the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.
- 28.16 Survival. Any obligation under this Sublease that requires a party's performance of that obligation after the expiration or earlier termination of this Sublease shall survive such expiration or termination.
- 28.17 Headings and Captions. The section headings and captions used in this Sublease shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Sublease. If the page numbers and/or section numbers in this Sublease are not in consecutive order, the lack of consecutive numbering shall have no effect on the enforceability of this Lease.
- 28.18 Number and Gender. In this Sublease, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 28.19 Authority to Execute and Deliver Sublease. Each individual executing this Sublease on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Sublease on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Sublease is binding upon such person or entity in accordance with its terms. Each person executing this Sublease on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability

company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.

28.20 Counterparts. This Sublease may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

28.21 Exhibits Incorporated. All exhibits referenced in this Sublease are incorporated into the Sublease by this reference.

IN WITNESS WHEREOF, this Sublease is executed by CITY and SUBLESSEE, to be effective as of the Effective Date.

Date: 12/2/14

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
Cybele Thompson, CCIM
Director, Real Estate Assets

Date: 11/20/14

SUBLESSEE: SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation,

Approved as to Legal Form
By: <u>[Signature]</u>
Michelle Meghrouni
Date: <u>11/10/14</u>

By [Signature]
Jim Serfert
Manager - Corporate Real Estate and Land Services

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Date: _____

BY: [Signature]

Name: Myra Herrmann
Title: Senior Planner

Date: 12/3/14

JAN I. GOLDSMITH, City Attorney

By [Signature]
Alexis Jodlowski
Deputy City Attorney

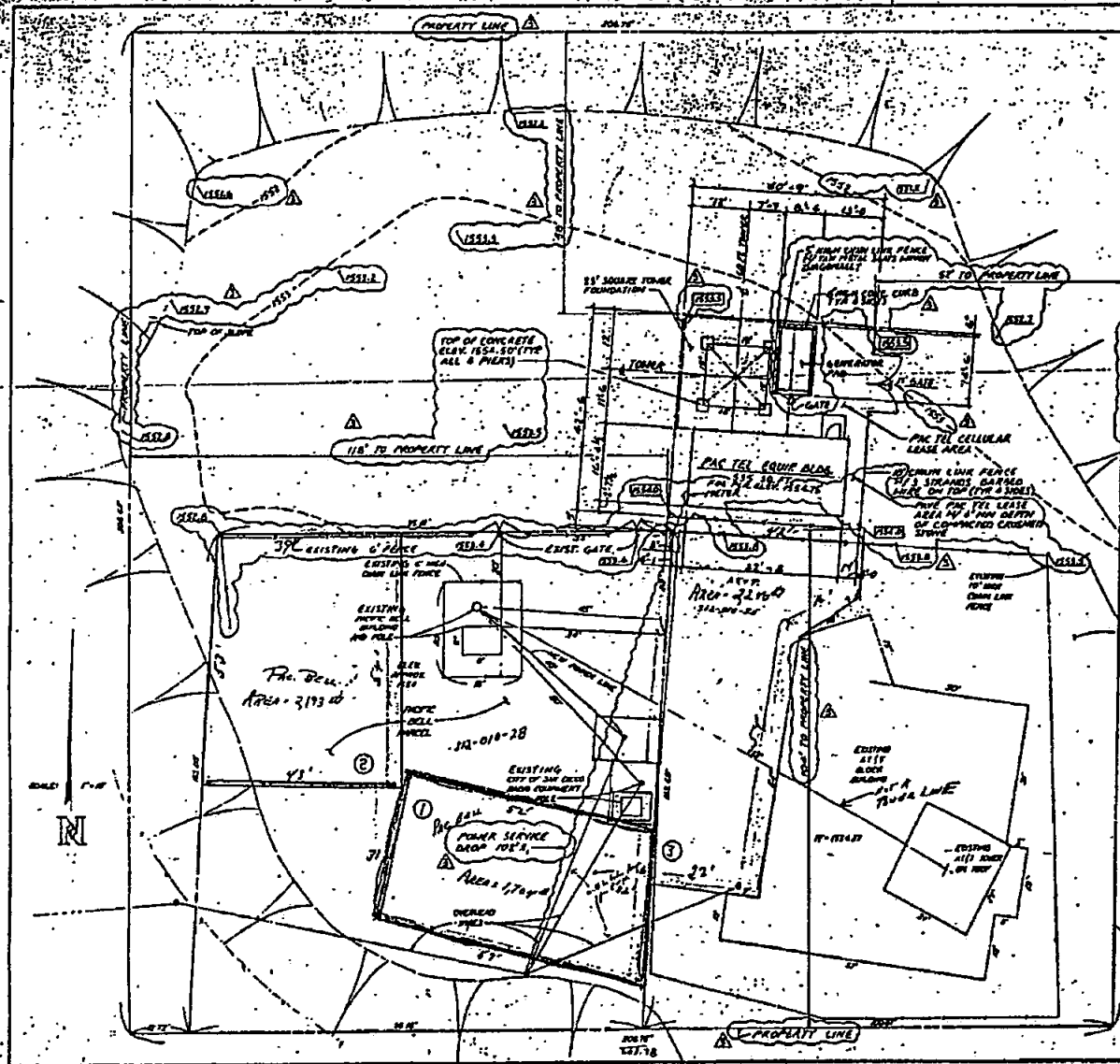
Date: _____

By

(Print Name)
General Counsel, San Diego Gas & Electric

Exhibit A: Description of Site and Premises

EXHIBIT A



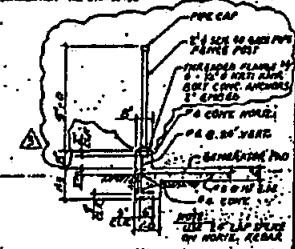
LEGEND
 155.6 INDICATES HIGH POINTED GRADE ELEVATION
 155.4 INDICATES EXISTING GRADE SPOT ELEVATION
 155.2 INDICATES EXISTING GRADE CONTOUR ELEVATION

AREA DESCRIPTION

A PORTION OF LOT 8 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 2 WEST, SAN BENITO COUNTY AND ADJACENT IN THE CITY OF SAN BENITO, COUNTY OF SAN BENITO, STATE OF CALIFORNIA.

ADJACENT'S PARCEL NO. 318-018-11

STATE BOARD OF EQUALIZATION NO. 173-11-11

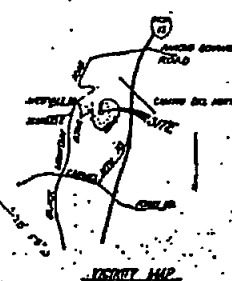


**TYPICAL SECTION
 CURD & GENERATOR PAD**

PAC TEL		Mobile Access
P.O. Box 17707	Irvin, California 92614	714/951-2000
SITE PLAN		DETAILS
Drawn by: [Signature]	Checked by: [Signature]	AS NOTED
307 (C.D.)		1/25/87
BLACK MOUNTAIN		

PROPOSED
 MEADOWS SITE FOR
 PAC TEL CELLULAR
 2555 MAIN STREET
 P.O. BOX 17707
 IRVINE, CA 92614
 714-951-2000
 RETURN TO PAC TEL LEASE T.V. 11-11

NASLAND ENGINEERING	
1000 S. GATEWAY AVENUE, SUITE 100, IRVINE, CALIFORNIA 92614	
PROJECT: PAC TEL ACCESS	DATE: 1/25/87
DESIGNED BY: [Signature]	CHECKED BY: [Signature]
DRAWN BY: [Signature]	DATE: 1/25/87



LOCATION MAP

Exhibit B: Site Plans

SDGE
SAN DIEGO, CA



BLACK & VEATCH

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

PROJECT NO:	182301
DRAWN BY:	RAS
CHECKED BY:	MBC

0	07/02/14	ISSUED FOR PRINTING
REV	DATE	DESCRIPTION



IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE

CONDITIONS OF APPROVAL

SHEET NUMBER

T-3

LEGEND

ABBREVIATIONS



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

PROJECT NO:	182301
-------------	--------

DRAWN BY: RAS

CHECKED BY: M5C

6	07/03/14	CELED FOR MONTHING
REV	DATE	DESCRIPTION



IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT.

BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE

LEGEND & ABBREVIATIONS

SHEET NUMBER

GN-1

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
GENERAL CONTRACTOR - OVERLAND CONSTRUCTION INC. (BAY)
SUBCONTRACTOR - CONTRACTOR (CONSTRUCTION)
OWNER - SOGABE
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND SOGABE PROJECT SPECIFICATIONS.
3. ALL WORK CURRENT AND SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
4. GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL VISIT THE SITE AND SHALL BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
5. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
9. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADVANCE NOTICES AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. ERECTION SHALL BE DONE IN A WORKMANSHIP MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMBER AND TRUE AS INDICATED ON THE DRAWINGS.
12. SEAL ANY PENETRATION WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. SUBCONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
13. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGNOSTIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISHED SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS (DIMENSIONS AND SPACING) MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADY LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADY LINES AND NOTES. SUBCONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. SUBCONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PARTY SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRUCKS AND SUBCONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN, IN GOOD CONDITION, ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDUM, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A-10-BC AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PILES AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TAPPING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO: A) FULL PROTECTION, B) COVERED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CHIPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SURFACE, AND STABILIZED TO PREVENT EROSION.
25. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR OBSTACULE MATERIAL SHALL BE PLACED ON PROZEN GROUNDS. PROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR OBSTACULES.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO BE PERIODIC STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 90 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT RECORDS TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.

32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HUMAN ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY SOGABE TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
35. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
36. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
37. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
38. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FMA STANDARDS AND REQUIREMENTS.
39. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

PART 1 - GENERAL

1.1 GENERAL CONDITIONS:

- A. CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARD TO THE SUBCONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION. NOT AFTER THE CONTRACT HAS BEEN AWARDED.
- B. THE SUBCONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE OF THE WORK UNDER THIS SECTION.
- C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWING SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

- A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODES AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES. CONDUIT BENDS SHALL BE THE RADIUS BEND FOR THE TRADE SIZE OF CONDUIT IN COMPLIANCE WITH THE 2010 EDITION OF CEC.

1.3 REFERENCES:

- A. THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OTHERWISE NOTED. EXCEPT AS NOTED BY THE REQUIREMENT SPECIFIED NUMBER OF THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.

1. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
2. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
3. ICE (INSULATED CABLE ENGINEERS ASSOCIATION)
4. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
7. UL (UNDERWRITERS LABORATORIES, INC.)

1.4 SCOPE OF WORK:

- A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL.
- B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE SUBCONTRACTOR.
- C. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHING, BACKFILLING, AND REMOVAL OF EXCESS DIRT.
- D. THE SUBCONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITY HAVING JURISDICTION.
- E. THE SUBCONTRACTOR SHALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL WORKING EQUIPMENT CONDITIONS, AND CHANGES WHILE COMPLETING THIS CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THE PROJECT.

PART 2 - PRODUCTS

2.1 GENERAL:

- A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.
- B. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL AND SHALL CONFORM TO REQUIREMENT OF THE CALIFORNIA ELECTRICAL CODE.
- D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING EQUAL TO OR GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED. 10,000 AIC MINIMUM VOLTAGE AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT.

2.2 MATERIALS AND EQUIPMENT:

A. CONDUIT:

1. RIGID METAL CONDUIT (RMC) SHALL BE HOT-DIPPED GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREDS AND FINISHED OR LAQUELED INSIDE IN ADDITION TO GALVANIZING.
2. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR WALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION AND CONCRETE TIGHT TYPE. GROUNDING BUSBARS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC. INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

B. CONDUCTORS AND CABLE:

1. CONDUCTORS AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SINGLE CONDUCTOR, COPPER, TYPE THHN/THWN-2, 600 VOLT, SIZES AS INDICATED, #12 AWG SHALL BE THE MINIMUM SIZE CONDUCTOR USED.
2. #10 AWG AND SMALLER CONDUCTOR SHALL BE SOLID OR STRANDED AND #8 AWG AND LARGER CONDUCTORS

SHALL BE STRANDED.

3. SOLDERLESS, COMPRESSION-TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONDUCTORS.
4. STRAIN-RELIEF SUPPORT DEVICES SHALL BE RUBBER, KELLEROR OR APPROVED EQUAL. CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE IEEE AND CABLE MANUFACTURER'S RECOMMENDATIONS.
5. ALL CONDUCTORS SHALL BE TAPPED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PULL BOXES, J-BOXES, EQUIPMENT AND CABINETS AND SHALL BE IDENTIFIED WITH APPROVED PLASTIC TAGS (ACTION CRAFT, BRADY, OR APPROVED EQUAL).
- C. DISCONNECT SWITCHES:

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD-FRONT, QUICK-MAKE, QUICK-BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UL LABELED FURNISHED IN NEMA JR ENCLOSURE, SQUARE-D OR ENGINEERED APPROVED EQUAL.
- D. CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:

1. INSTALL CHEMICAL GROUNDING AS REQUIRED. THE SYSTEM SHALL BE ELECTROLYTIC MAINTENANCE FREE. ELECTRODE CONSISTING OF RODS WITH A MINIMUM #2 AND CU EXOTHERMICALLY WELDED PIGTAIL, PROTECTIVE BOXES, AND BACKFILL MATERIAL. MANUFACTURER SHALL BE LYNCHCO KIT GROUNDING ROD TYPES K2-(C)CS OR K2L-(C)CS, (#) 10" OR 20" AS AVAILABLE FROM MANUFACTURER, BUT NOT LESS THAN 8" DIA. (REQUIRED PER CEC 250.52 A (5)).
2. GROUND ACCESS BOX SHALL BE A POLYPLASTIC BOX FOR NON-TRAFFIC APPLICATIONS, INCLUDING BOLT DOWN FLUSH COVER WITH "BREATHER" HOLES, KIT MODEL P6W-22. ALL DISCONNECT SWITCHES AND CONTROLLING DEVICES SHALL BE PROVIDED WITH OVERHEAD LAUNCHED MANIPULATED INDICATING EQUIPMENT CONTROLLER, BRANCH CIRCUITS IN NUMBERING, AND THE ELECTRICAL POWER SOURCE.
3. BACKFILL MATERIAL SHALL BE LYMONITE AND LYMONITE GROUNDING GRAVEL.

E. SYSTEM GROUNDING:

1. ALL GROUNDING COMPONENTS SHALL BE THINNED AND GROUNDING CONDUCTOR SHALL BE #2 AWG BARE, SOLID, THINNED, COPPER, ABOVE GRADE. GROUNDING CONDUCTORS SHALL BE INSULATED WHERE NOTED.
2. GROUNDING BUSES SHALL BE BARE, THINNED, ANNEALED COPPER BARS OF RECTANGULAR CROSS SECTION. STANDARD BUS BARS MGS, SHALL BE FURNISHED AND INSTALLED BY THE SUBCONTRACTOR. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD. ALL GROUNDING BUSES SHALL BE IDENTIFIED WITH MINIMUM 3/4" LETTERS BY WAY OF STENCILING OR DESIGNATION PLATE.
3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS. INTERIOR CONNECTIONS USE TWO-HOLE COMPRESSION LUGS WITH INSPECTION WINDOW AND CLEAR HEAT SHRINK.
4. EXISTING WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.

5. GROUND RODS SHALL BE COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, WELDED TO CORE, 5/8"x10'-0". ALL GROUNDING RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES.

6. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH SPECIFICATIONS. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.

F. OTHER MATERIALS:

1. THE SUBCONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY CEC.

G. PANELS AND LOAD CENTERS:

1. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN.

PART 3 - EXECUTION

3.1 GENERAL:

- A. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

- A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WORKMAN, IN A NEAT AND WORKMAN-LIKE MANNER.
- B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE SUBCONTRACTOR AS REQUIRED TO PROVIDE THE INTENDED PERFORMANCE.
- C. UPON COMPLETION OF WORK, THE SUBCONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

- A. THE SUBCONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.

3.4 INSTALLATION:

A. CONDUIT:

1. ALL ELECTRICAL WORKING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED, NO CONDUIT OR TUBING OF LESS THAN 3/4" RICH TRADE SIZE.
2. PROVIDE RIGID PVC SCHEDULE 80 CONDUITS FOR ALL RISERS, RMC OTHERWISE NOTED. ENT MAY BE INSTALLED FOR EXTERIOR CONDUITS WHERE NOT SUBJECT TO PHYSICAL DAMAGE.
3. THE INSTALLATION OF SCHEDULE 40 PVC AND RMC CONDUITS SHALL BE 24 INCHES MINIMUM DEPTH. ALL 90 DEGREE BENDS SHALL BE RMC. EXPANSION JOINTS ARE REQUIRED ON ALL CONDUIT RISERS.



SAN DIEGO, CA

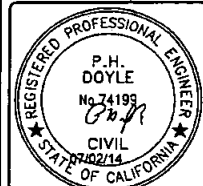


BLACK & VEATCH

10850 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 436-2000

PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: MBO

REV	DATE	DESCRIPTION



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-2

- SHEET NUMBER**
GN-3

NOTES:

1. THIS SITE PLAN HAS BEEN CREATED WITHOUT THE BENEFIT OF A SITE SURVEY AND SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY.
2. THE EXISTING TOWER HAS BEEN ANALYZED BY BLACK & VEATCH ON JUNE 30, 2014. THE TOWER AND FOUNDATION DOES NOT HAVE ENOUGH STRUCTURAL CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. STRUCTURAL MODIFICATIONS ARE REQUIRED PRIOR TO ANY INSTALLATION OF THE PROPOSED EQUIPMENT. REFER TO THE BLACK & VEATCH STRUCTURAL ANALYSIS AND THE SM SHEETS INCLUDED IN THIS SET.

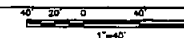
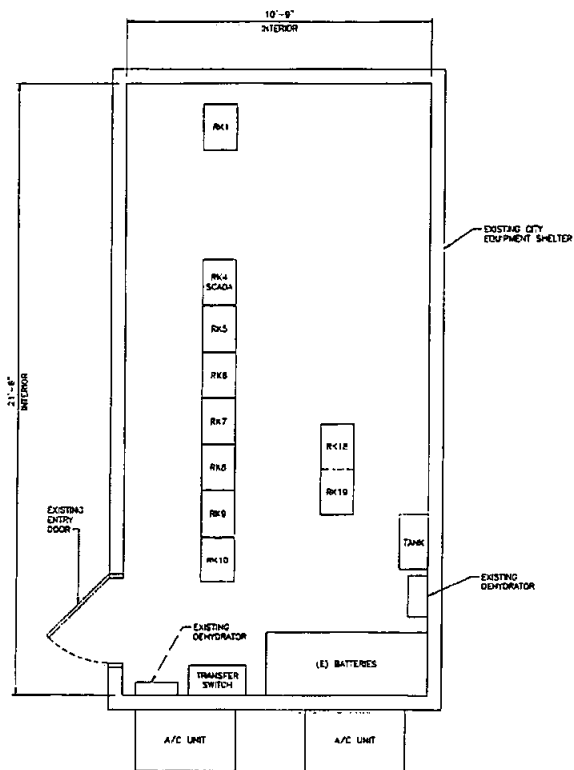
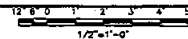


Exhibit C: Equipment at the Site



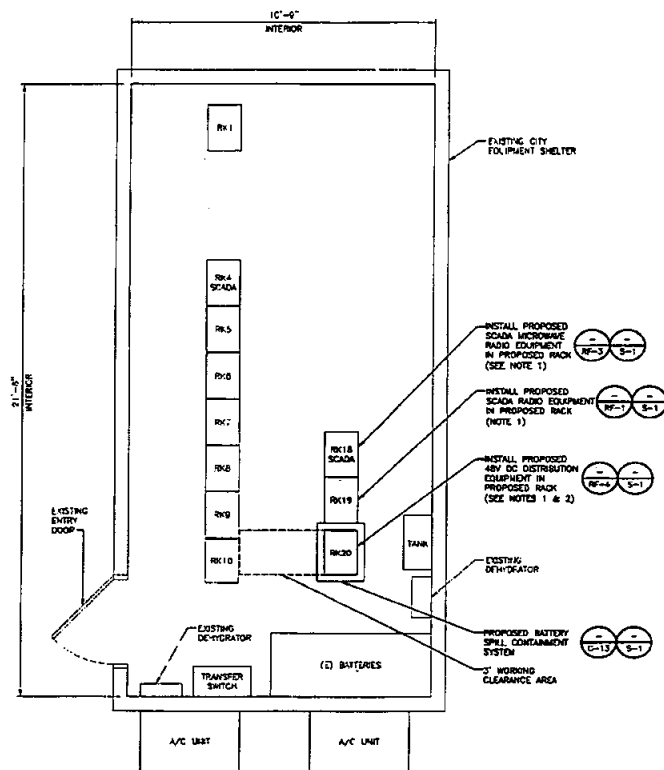
EXISTING EQUIPMENT LAYOUT



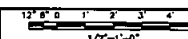
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NOTES:

1. REFER TO TELECOM RACK DRAWING(S) FOR WORK TO BE PERFORMED.
2. SEE SHEET C-13 DETAIL C FOR BATTERY SPILL CONTAINMENT SYSTEM REQUIREMENTS.



PROPOSED EQUIPMENT LAYOUT



B

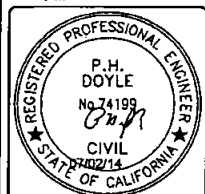


BLACK & VEATCH

10850 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 456-2000

PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: MBS

REV	DATE	DESCRIPTION
1	02/02/14	ISSUED FOR PERMITTING
2		
3		
4		
5		
6		
7		
8		
9		
10		



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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
EQUIPMENT LAYOUTS

SHEET NUMBER
C-3



Figure 1 is a horizontal bar chart showing the distribution of the number of species (n) for different numbers of genera (N). The x-axis is labeled n and ranges from 0 to 10. The y-axis is labeled N and ranges from 0 to 10. The bars represent the frequency of species counts for each genus count. The distribution is skewed to the right, with a peak at $n=1$ for $N=10$.



Diagram illustrating the proposed antenna stand-off bracket for the 86-00 Self Support Tower. The diagram shows the tower structure and the proposed stand-off bracket configuration, including labels for sectors (A, B, C), antenna stand-off brackets (1A, 2A, 3A, 1B, 2B, 3B), and the existing city (86-00 Self Support Tower). The diagram also includes a legend for the antenna stand-off bracket: A (C-10) and B (C-10).





NO SCALE

C

Diagram illustrating the proposed antenna stand-off structure, showing three sectors (A, B, C) and their respective antenna locations (1A, 2A, 3A, 1B, 2B, 3B, 1C, 2C, 3C). The diagram includes labels for 'EXISTING CITY 96'-0" SELF SUPPORT TOWER', 'PROPOSED SODAGE 10' DIAM ANTENNA', and 'PROPOSED ANTENNA STAND-OFF BRACKET'. A table on the right lists the antenna locations: A (C-10), B (C-10), and C (C-10).

6' 4' 2' 0' 5' 1'

3/16"=1'-0"

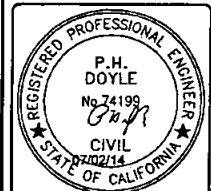
NO SCALE



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

DRAWN BY: RAS

CHECKED BY: MBC

[illegible]

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

SHEET TITLE

ANTENNA LAYOUTS

SHEET NUMBER

C-6

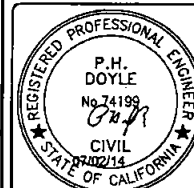


BLACK & VEATCH

10850 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 456-2000

PROJECT NO. 102301
DRAWN BY: RAS
CHECKED BY: MBG

REV	DATE	DESCRIPTION
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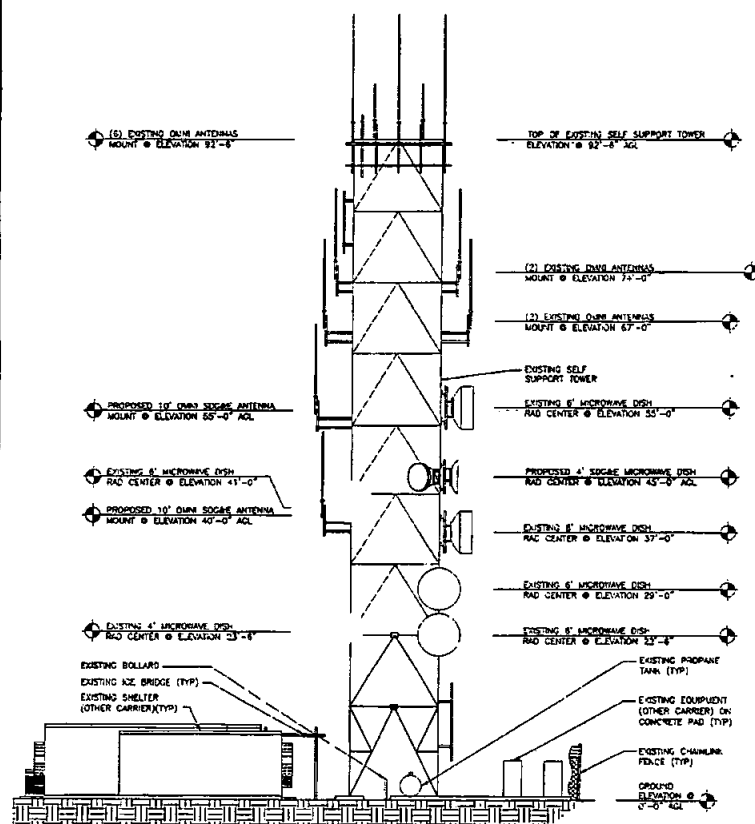


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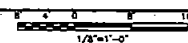
BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
SITE ELEVATIONS

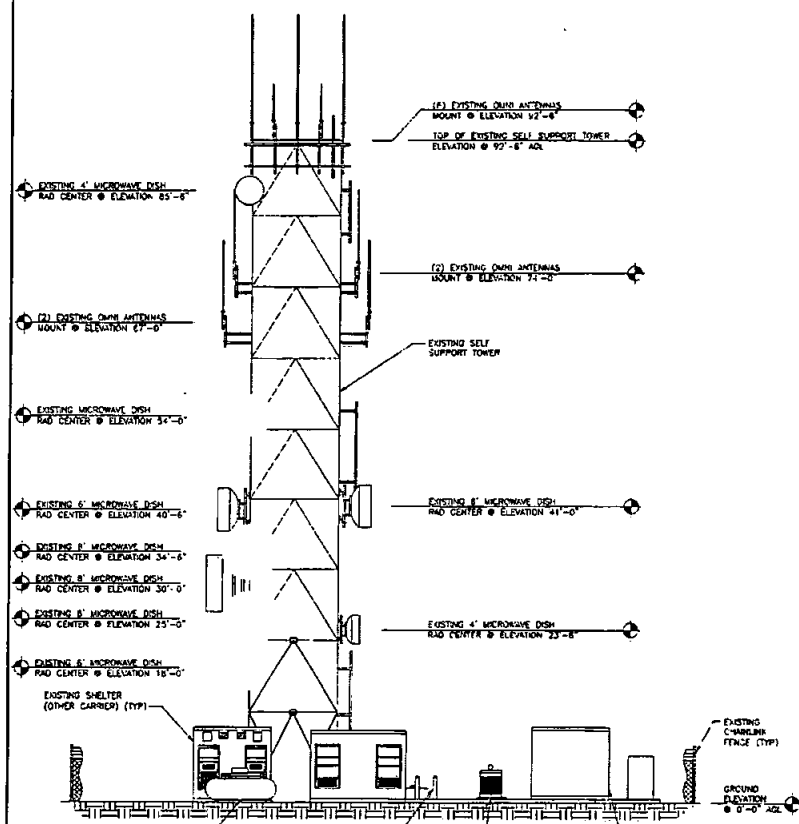
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C-7



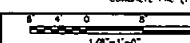
NORTH ELEVATION



A



EAST ELEVATION



B



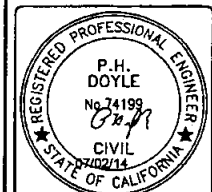
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO:	18230:
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DRAWN BY: RAS

CHECKED BY: MBG

0	07/03/14	ISSUED FOR POSTING
REV	DATE	DESCRIPTION



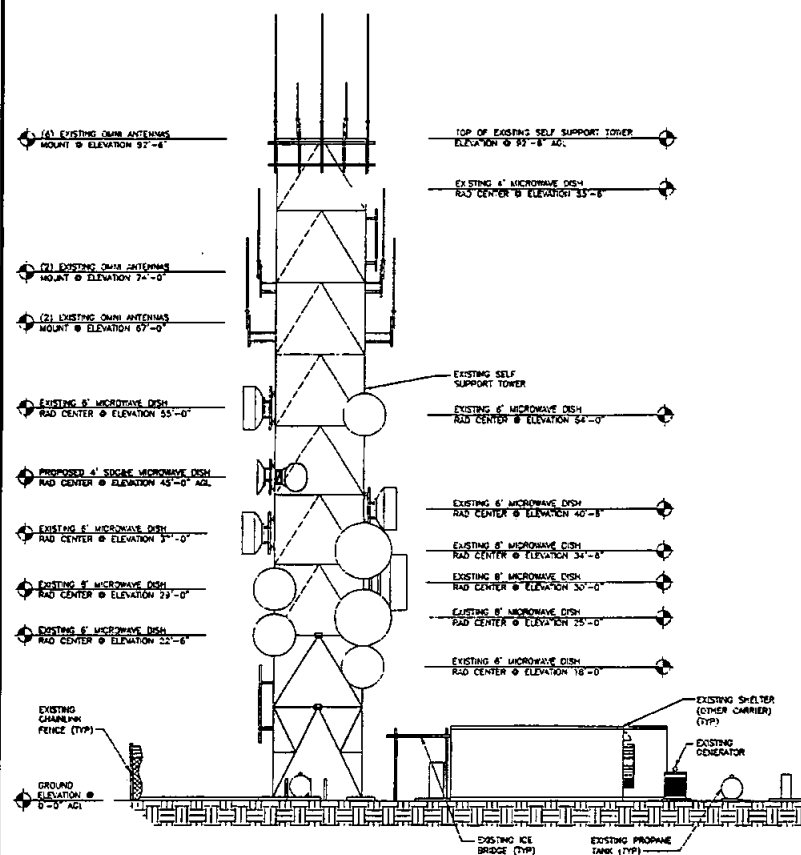
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

BLACK MOUNTAIN
14565 BLACK MOUNTAIN R
SAN DIEGO, CA 92126

SHEET TITLE
SITE ELEVATION

SHEET NUMBER

C-8



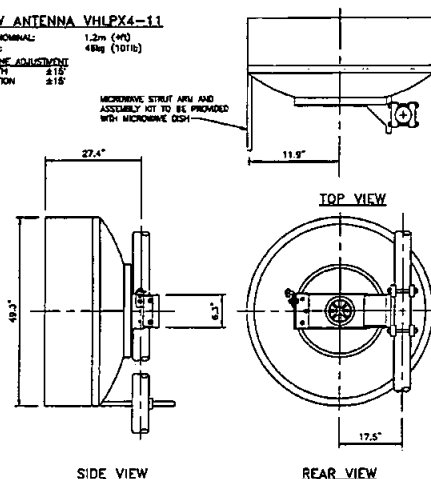
SOUTH ELEVATION

DETAIL NOT USED

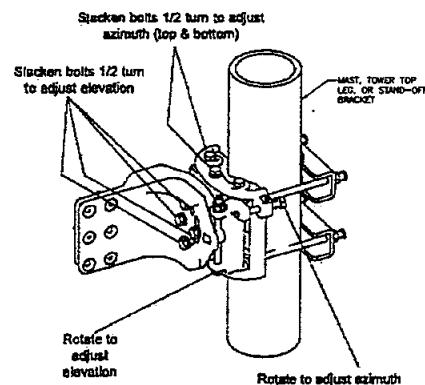
NO SCALE

ANDREW ANTENNA VHLPX4-11

DIAMETER, NOMINAL: 1.2m (4ft)
 NET WEIGHT: 48kg (101lb)
 ANTENNA TILT ADJUSTMENT: ±10°
 FINE AZIMUTH: ±10°
 FINE ELEVATION: ±10°



ELECTRICAL SPECIFICATIONS	
FREQUENCY BAND, GHz	10.125-11.7
BOTTOM BAND GAIN, dB	40.2
TOP BAND GAIN, dB	40.7
TOP BAND GAIN, dB	41.0
BEAMWIDTH, DEGREES	1.5
FRONT/BACK, dB	68
XPD, dB	30
RETURN LOSS, dB	17.7



PROPOSED VHLPX4-11W SPECIFICATIONS

NO SCALE

A

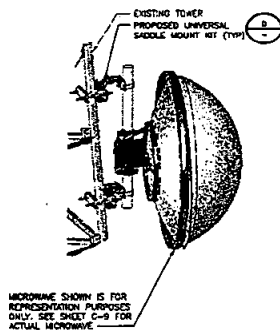
ANDREW VALUELINE MICROWAVE MOUNT

NO SCALE

B

NOTES:

SIZE: 2 3/8" (60.3 MM) O.D. OR 4 1/2" (114.4 MM) O.D. PIPE MOUNTS.
 DESIGN: PIPE WITH SADDLE MOUNT AND ADJUSTABLE CLAMPS.
 FEATURE: UNIVERSAL SLIDING BRACKET WITH 7" OF TAPER.
 MOUNTS: STRAIGHT OR TAPERED LEGS UP TO 18" (458.4 MM) ANGLE 90°, OR 12" (304.8 MM) ANGLE 90°.
 MATERIAL: HOT DIP GALVANIZED STEEL.
 INCLUDE: UNIVERSAL SADDLE MOUNT, SLIDING PIPE MOUNT BRACKETS, WITH OR WITHOUT PIPE.



UNIVERSAL SLIDING PIPE MOUNT KIT, FOR ROUND OR 90° ANGLE LEGS UP TO 18" (458.4 MM), OR 12" (304.8 MM) 90° ANGLE LEGS, 1 1/2" (38.1 MM) STAND-OFF, 2 3/8" (60.3 MM) ANTENNA MOUNTING PIPE		
PART NUMBER	DESCRIPTION	WEIGHT, LB (KG)
PLM-SLID-0	BASE KIT, PIPE OR DRILLING SEPARATELY, KIT OF 2	90 (40.8)
PLM-SLID-72	2 3/8" O.D. x 72" (60.3 MM O.D. x 1.8 M)	110 (49.5)
PLM-SLID-90	2 3/8" O.D. x 90" (60.3 MM O.D. x 2.4 M)	121 (54.8)

UNIVERSAL SADDLE MOUNT DETAIL (AS REQUIRED)

NO SCALE

C

ENLARGED SADDLE MOUNT DETAIL (AS REQUIRED)

NO SCALE

D



BLACK & VEATCH

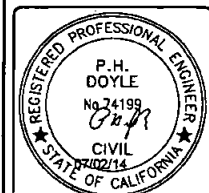
10950 GRANDVIEW DRIVE
 OVERLAND PARK, KANSAS 66210
 (913) 458-2000

PROJECT NO: 182301

DRAWN BY: RAS

CHECKED BY: MRC

REV	DATE	DESCRIPTION
0	12/02/14	ISSUED FOR PERMITTING



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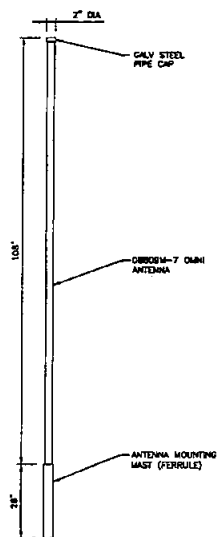
BLACK MOUNTAIN
 14565 BLACK MOUNTAIN RD
 SAN DIEGO, CA 92126

SHEET TITLE
 EQUIPMENT DETAILS

SHEET NUMBER
 C-9

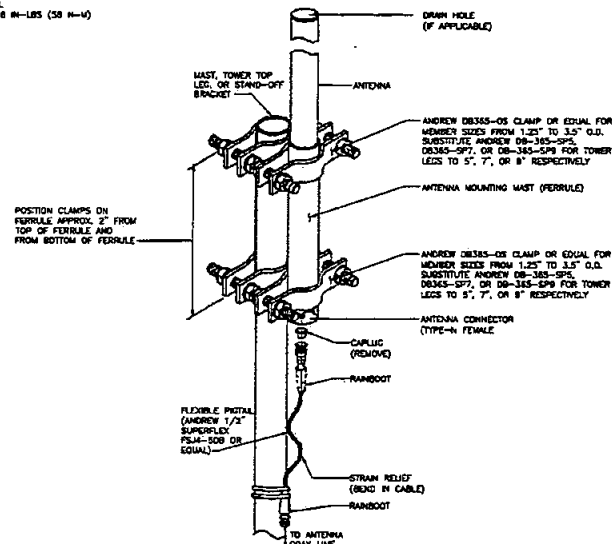
WISCO INTERNATIONAL DB809M-Y

DIAMETER, NOMINAL: 50.8mm (2in)
NET WEIGHT: 11.34kg (25lb)
HEIGHT: 2.7m (8.87ft)
WIND SURVIVAL RATING: 130mph (240kmph)



ELECTRICAL SPECIFICATIONS	
FREQUENCY RANGE, MHz	690-960
CAN, dB	9
MAX INPUT POWER	500 WATTS

TIGHTEN ALL FASTENERS.
TORQUE: 1/2-13 x 516 IN-LBS (58 N-M)



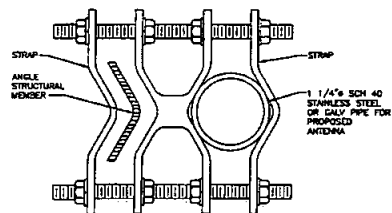
PROPOSED DB809M-Y SPECIFICATIONS

NO SCALE

A

NOTE:

- CONTRACTOR TO INSTALL PER MANUFACTURER'S REQUIREMENTS



MOUNTING ON ANGLE STRUCTURAL MEMBER

ANDREW ASPR616 PIPE MOUNT HARDWARE KIT (OR EQUIVALENT)

NO SCALE

C

ANTENNA ATTACHMENT DETAIL

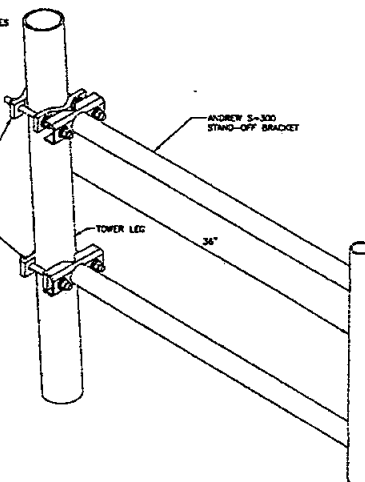
NO SCALE

B

NOTES:

- 3/8\"/>

CLAMPS INCLUDED WITH S-300 SUPPORT ROUND TOWER LEGS FROM 1.25\"/>



ANTENNA STAND-OFF BRACKET DETAIL (OR EQUIVALENT)

NO SCALE

D



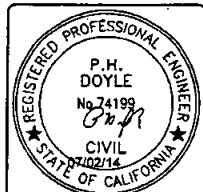
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 436-2030

PROJECT NO: 182301

DRAWN BY: RAS

CHECKED BY: MBC

0 12/03/14 EQUID FOR FORMING
REV DATE DESCRIPTION

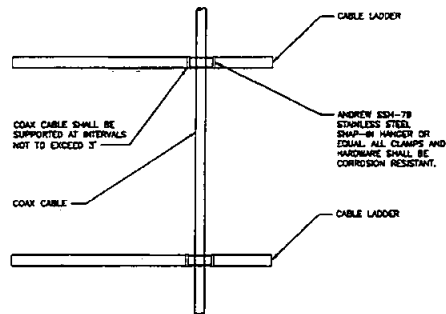
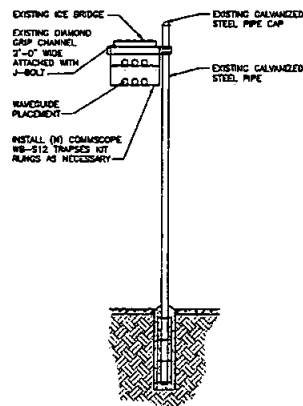


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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C-10

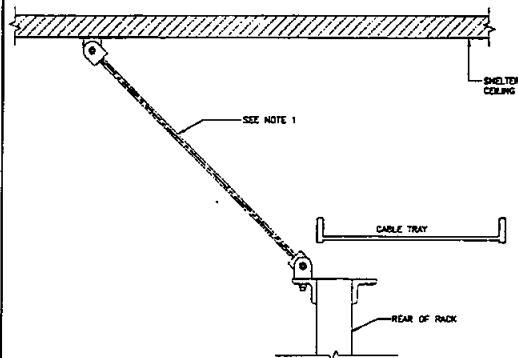


NOTES:

1. USE EXISTING EMPTY SPACE HARDWARE, COAX LADDER OR VERTICAL SUPPORTS. CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR SITUATIONS THAT REQUIRE NEW COAX LADDER, EXTENSIONS, OR OTHER VERTICAL SUPPORTS.
2. COAX SHALL NOT BE INSTALLED IN A WAY THAT WILL IMPED E CLIMBING OR SAFETY DEVICES.
3. COAX SHALL NOT BE MOUNTED TO CLIMBING LADDER RUNGS OR CLIMBING PEGS.
4. EXCESS COAX SHALL NOT BE STORED, COILED, OR LOOPED ON TOWER.
5. ALL COAX CONNECTORS, SPLICES, AND JUNCTIONS SHALL BE WATERPROOFED.

NOTE:

1. EARTHQUAKE BRACING KIT, INSTALL PER MANUFACTURER'S GUIDELINES AT INTERVALS TO PROVIDE SUFFICIENT BRACING FOR SEISMIC ZONE 4.



ICE BRIDGE WAVE GUIDE DETAIL (AS REQUIRED)

NO SCALE

A

TYPICAL COAX ATTACHMENT DETAIL

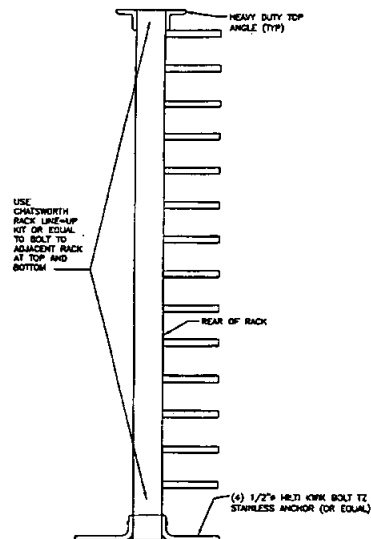
NO SCALE

B

EARTHQUAKE BRACING KIT (AS REQUIRED)

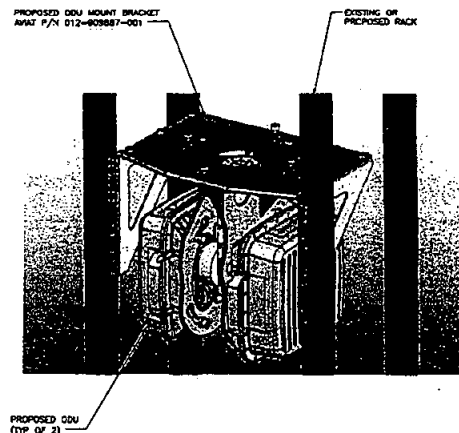
NO SCALE

C



NOTE:

1. FOR USE WITH 085-523321-JOXX AND 085-523341 COUPLERS



TYPICAL RACK SIDE VIEW

NO SCALE

D

ODU RACK MOUNT (AS REQUIRED)

NO SCALE

E

DETAIL NOT USED

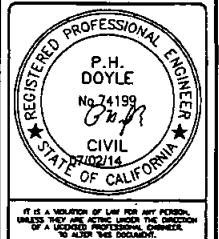
NO SCALE

F



PROJECT NO: 182501
DRAWN BY: RAS
CHECKED BY: MBG

REV	DATE	DESCRIPTION
1	12/23/14	ISSUED FOR POSTING
2		
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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C-11

C&D TECHNOLOGIES
Power Solutions

12-130C8

C&D TECHNOLOGIES

TEL

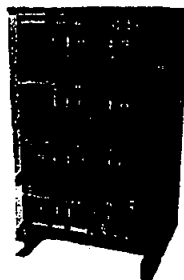


UL-Recognized Component



THE *ms-endur*[®] II SERIES VRLA BATTERY THE TRUE LONG LIFE BATTERY™

For Standby Telecom Applications
CAPACITIES FROM 345 - 2180 AMPERE-HOURS



The *ms-endur* II is the latest advancement in battery technology with enhanced features for TEL applications.

By combining the service life reliability of a flooded battery with the performance energy density of a valve-regulated battery, C&D has created the *ms-endur* II — The True Long-Life Battery™.

The *ms-endur* II series of batteries are unmatched in power density with space saving modular designs and have a 20-year design life to reduce the total cost of ownership.

With its much lower float current, the *ms-endur* II yields significant electrical costs savings over its life making it the most environmentally 2V VRLA battery.

FEATURES & BENEFITS

ADVANCED SYSTEM FEATURES

• **Modular design for easy installation and stacking flexibility**

• **Speed lining design for the greatest amount of power in a small footprint**

• **Compliant with UL 1973, Level 3 and compliant to European High Line in various system configurations**

• **Exceeds 1687 USC Level 4 seismic requirements for all of battery grade installations**

• **Exceeds 2000/2000 ISO requirements for 10/1000 shelf life**

• **Thermal compensating connectors minimize maintenance**

• **New Chrome Ring™ for easy maintenance**

• **Adapted probes only one location is required in tube readings**

• **Advanced Materials**

• **Advanced acid-formulation**

• **Quiet fast operation for low float current — reduces system heat for a long service life**

• **Proprietary vacuum covers to minimize positive grid corrosion and growth — maximizes battery life**

• **Robust polypropylene container and cover — enhances product quality and increases strength of material to scale operation with immovable nature UL 1973, 100/200**

• **Highly efficient, proprietary plate processing system production of active material — results in higher density and low float current**

• **Advanced Processes**

• **Advanced formation process results in a narrow float voltage window making on-site testing unnecessary**

• **Highly controlled manufacturing processes for monolithic and consistent plate quality**

• **Advanced Service Life & Warranty**

• **Proprietary cell design and manufacturing process provides for 20-year design life and documented long-lasting service life**

• **Industry leading warranty**

• **Over 100 years of experience in the battery industry**

• **Advanced Experience**

• **The only product and manufacturer of complete standby systems for total power solutions**

• **Fully backed by a worldwide network for local service**

APPLICATIONS

- Wireless
- Wireline
- Central Office
- Mobile Switching Centers
- PBX Systems
- Microwave
- Broadband Headend
- Network Operation Ctrs
- Data Centers

Constant Current Discharge Ratings

		AMPERES @ 77°F (25°)									
RATED	VOLTAGE	1.0V	1.2V	1.4V	1.6V	1.8V	2.0V	2.2V	2.4V	2.6V	2.8V
		100	100	100	100	100	100	100	100	100	100
1.75	345	100	100	100	100	100	100	100	100	100	100
	390	100	100	100	100	100	100	100	100	100	100
	435	100	100	100	100	100	100	100	100	100	100
	480	100	100	100	100	100	100	100	100	100	100
	525	100	100	100	100	100	100	100	100	100	100
	570	100	100	100	100	100	100	100	100	100	100
	615	100	100	100	100	100	100	100	100	100	100
	660	100	100	100	100	100	100	100	100	100	100
	705	100	100	100	100	100	100	100	100	100	100
	750	100	100	100	100	100	100	100	100	100	100
	795	100	100	100	100	100	100	100	100	100	100

Constant Power Discharge Ratings

		KILOWATTS PER CELL @ 77°F (25°)									
RATED	VOLTAGE	1.0V	1.2V	1.4V	1.6V	1.8V	2.0V	2.2V	2.4V	2.6V	2.8V
		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.67	345	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	390	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	435	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	480	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	525	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	570	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	615	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	660	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	705	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	750	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	795	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Please refer to the *ms-endur* II Stackable Module System with Module Dimensions and Weights brochure, 12-1014, for a listing of typical *ms-endur* II Module System dimensions and weights. Please refer to the *ms-endur* II Performance Specifications Brochure, 12-1015, for an expanded list of constant power and constant current ratings and end voltages.

You may also access the product ratings by logging onto the C&D Battery Sizing Program at www.candtechnologies.com

Specifications and Characteristics

		SPECIFICATIONS									
BATTERY MODEL	RATED CAPACITY (AH)	1.0V	1.2V	1.4V	1.6V	1.8V	2.0V	2.2V	2.4V	2.6V	2.8V
		100	100	100	100	100	100	100	100	100	100
1.75	345	100	100	100	100	100	100	100	100	100	100
	390	100	100	100	100	100	100	100	100	100	100
	435	100	100	100	100	100	100	100	100	100	100
	480	100	100	100	100	100	100	100	100	100	100
	525	100	100	100	100	100	100	100	100	100	100
	570	100	100	100	100	100	100	100	100	100	100
	615	100	100	100	100	100	100	100	100	100	100
	660	100	100	100	100	100	100	100	100	100	100
	705	100	100	100	100	100	100	100	100	100	100
	750	100	100	100	100	100	100	100	100	100	100
	795	100	100	100	100	100	100	100	100	100	100

CFC CHAPTER 6 COMPLIANCE

		TOTAL ELECTROLYTE = 24 BATTERIES X 102 GAL/BATTERY = 2448 GAL			
		(SINCE < 50 GAL OF ELECTROLYTE, CFC CHAPTER 6, SECTION 608 NOT APPLICABLE)			
		BATTERY INFORMATION (BATTERY ELECTROLYTE DATA - XIV MONOLOOKS)			
BATTERY MODEL	TOTAL # OF BATTERY UNITS INSTALLED	TOTAL ELECTROLYTE VOLUME (GAL) PER UNIT	TOTAL ELECTROLYTE WEIGHT (LBS) PER UNIT	% SULFURIC ACID BY VOL	ACID VOLUME/UNIT ELECTROLYTE VOLUME/UNIT
NARADA AT-07P	24	1.2 GAL	25.8 LBS	58%	.69 GAL / 1.2 GAL
		TOTAL SULFURIC ACID = TOTAL ACID WEIGHT BY WEIGHT		TOTAL SULFURIC ACID = TOTAL UNITS X ELECTROLYTE VOLUME/UNIT	
		37.22K = 129.5 LBS/328.4 LBS		129.5 LBS = 24 UNITS X 5.4 LBS	
		28.8 GAL = 24 UNITS X 1.2 GAL/24 UNITS		129.5 LBS = 24 UNITS X 5.4 LBS	

BATTERY SPECIFICATIONS (AS REQUIRED)

NO SCALE

A

SDGE
SAN DIEGO, CA

BLACK & VEATCH
10255 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: MSC

REV	DATE	DESCRIPTION
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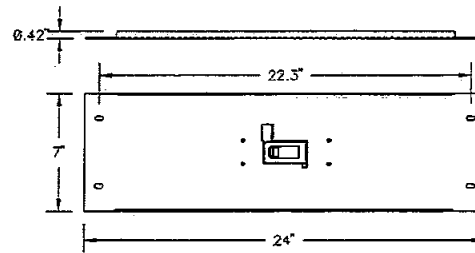
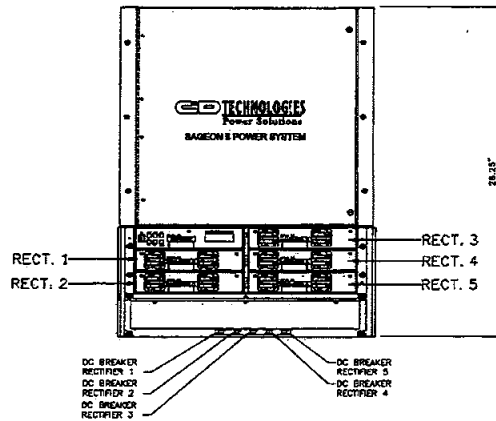
REGISTERED PROFESSIONAL ENGINEER
P.H. DOYLE
No. 74199
CIVIL
07/02/14
STATE OF CALIFORNIA

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

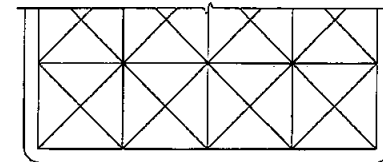
BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C-12



- SPECIFICATION NOTES:**
- 4 1/2" POLYPROPYLENE BARRIER.
 - 80 m3 POLYMERIC LINER.
 - SYSTEM INCLUDES 12"x12" NEUTRALIZATION AND ABSORPTION PELLETS (VULCANIX).
 - ION MABLES AND SOC'S SUBSTITUTED FOR H2O2 BATTERY APPLICATIONS.
 - UL, NFPA, IFC, AND OSHA COMPLIANT.



200A 1 TIER DISTRIBUTION WITH DC BREAKERS (AS REQUIRED)

NO SCALE

A

BATTERY SYSTEM CIRCUIT BREAKER (200A) (AS REQUIRED)

NO SCALE

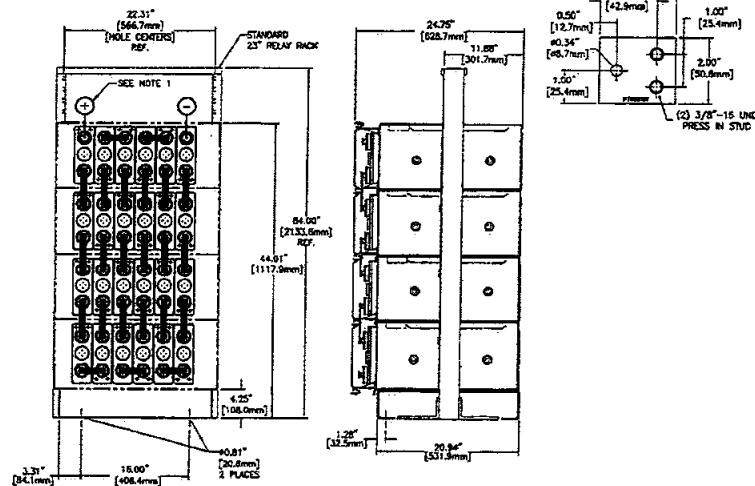
B

BATTERY SPILL CONTAINMENT SYSTEM (AS REQUIRED)

NO SCALE

C

NOTE:
1. LOCATE POLARITY OF BATTERIES FOR PROPER ORIENTATION DURING INSTALLATION.



NOTES:

1. MANUFACTURE: C&D TECHNOLOGIES
2. BATTERY MODEL: AT-07P
3. VALVE REGULATED BATTERY
4. 20 YEAR DESIGN LIFE
5. DEPLOYED AS: 48V 844 AT-07P FOR 23" RACK
6. BACK-UP TIME: GREATER THAN 24 HOURS AT 10.45 AMP LOAD. IF THE PLANT SHOULD BE MAXIMIZED TO THE 300 AMP CAPACITY THE BACK-UP TIME WILL BE 54 MINUTES.

msENDUR II SERIES VRLA BATTERY PACK LAYOUT (AS REQUIRED)

NO SCALE

D

BATTERY SPECIFICATION NOTES

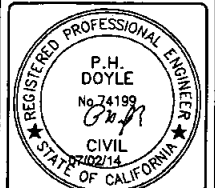
NO SCALE

E



PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: MBE

REV	DATE	DESCRIPTION
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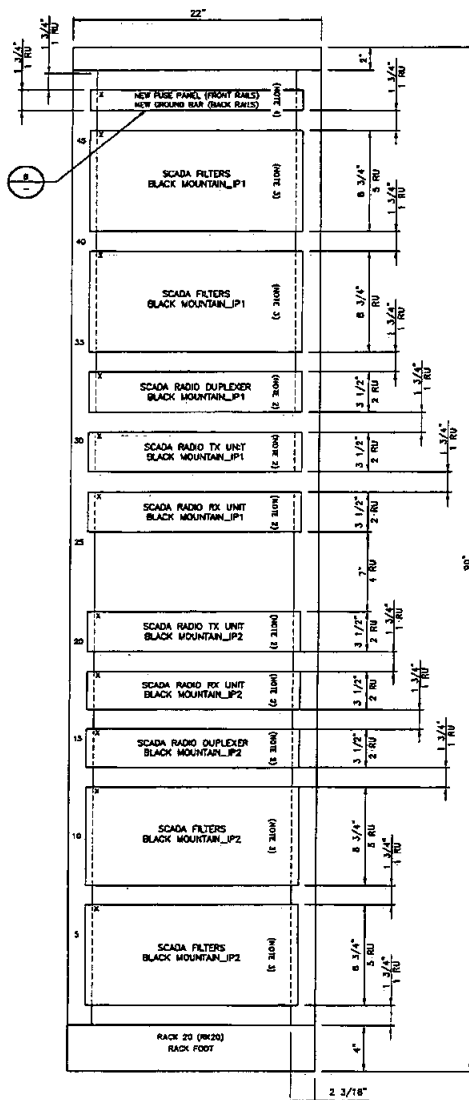


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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
EQUIPMENT DETAILS

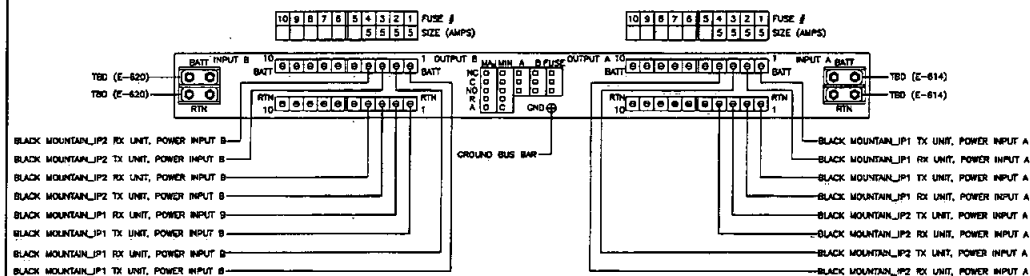
SHEET NUMBER
C-13



PROPOSED TELECOM RACK (FRONT VIEW)

NO SCALE

▲



TELECT FUSE PANEL (FRONT VIEW)

NO SCALE

1

1. BUILDER TO GROUND AND GROUNDBOND STUD TO THE BACK/RFRAME GROUND BAR USING A LENGTH OF 4 mm2 (AWG 12) GREEN PVC INSULATED STRANDED COPPER WIRE.
2. BUILDER TO INSTALL NEW SCADA RADIO EQUIPMENT AS LISTED IN THE BILL OF MAJOR MATERIALS (BOMM).
3. BUILDER TO INSTALL NEW FILTERS FOR NEW SCADA RADIO EQUIPMENT AS LISTED IN THE BILL OF MAJOR MATERIALS (BOMM).
4. BUILDER TO INSTALL NEW FUSE PANEL ON FRONT RAILS AND GROUNDBOND BAR ON BACK RAILS. BOND BAR TO ROOM TELECOMMUNICATIONS GROUND BAR USING GREEN JACKETED #6 AWG COPPER WIRE.
5. BUILDER TO INSTALL NEW TELECOM EQUIPMENT RACKS AS LISTED IN THE BILL OF MAJOR MATERIALS (BOMM).

NOTES

NO SCALE

5



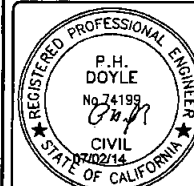
BLACK & VEATCH

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

PROJECT NO:	182301
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DRAWN BY: RAS

CHECKED BY: MNG

[illegible]

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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

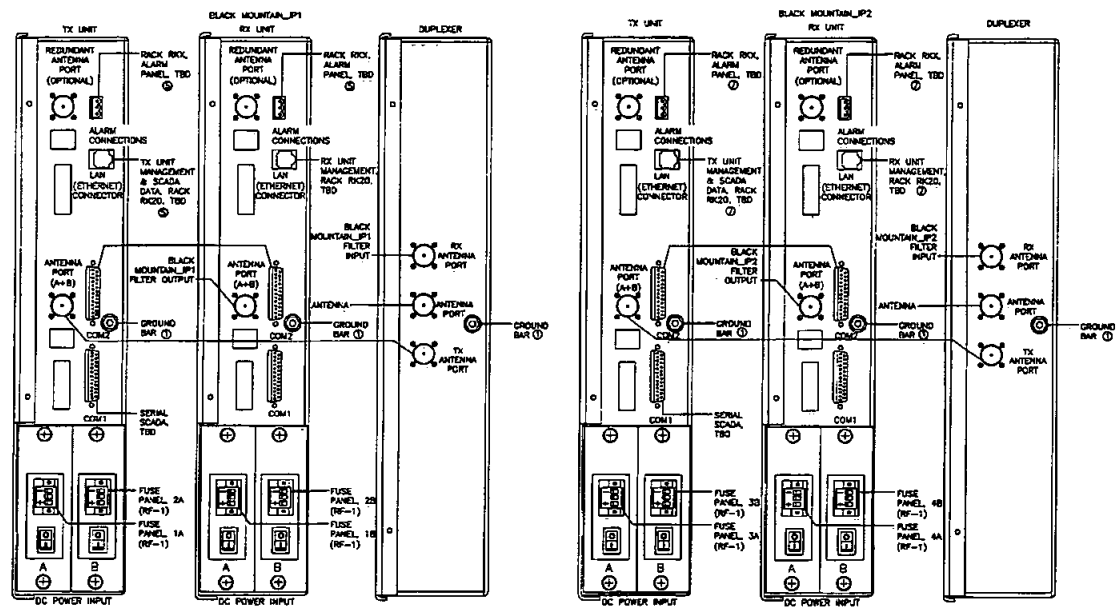
SHEET TITLE
TELECOMMUNICATION
EQUIPMENT RACK

SHEET NUMBER
RF-1

NOTES:

1. BUILDER TO GROUND THE RADIO GROUNDING STUD TO THE RACK/TWINE GROUND BAR USING A LENGTH OF 4 mm2 (AWG 12) GREEN PVC INSULATED STRANDED COPPER WIRE.
2. BUILDER TO INSTALL NEW SCADA RADIO EQUIPMENT AS LISTED IN THE BILL OF MAJOR MATERIALS (BOMM).
3. BUILDER TO INSTALL NEW FILTERS FOR NEW SCADA RADIO EQUIPMENT AS LISTED IN THE BILL OF MAJOR MATERIALS (BOMM).
4. BUILDER TO INSTALL NEW FUSE PANEL ON FRONT RAILS AND GROUNDING BAR ON BACK RAILS. BOND BAR TO ROOM TELECOMMUNICATIONS GROUND BAR USING GREEN JACKETED #6 AWG COPPER WIRE.
5. BUILDER TO INSTALL NEW TELECOM EQUIPMENT RACK AS LISTED IN THE BILL OF MAJOR MATERIALS (BOMM).

PLEASE REFER TO RF-1
DETAIL A FOR BLACK MOUNTAIN IP1
AND BLACK MOUNTAIN IP2 EQUIPMENT
PLACEMENT WITHIN RACK 19



BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 436-3000

PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: MBC

REV	DATE	DESCRIPTION
1	07/01/14	ISSUED FOR PERMITTING
2	07/01/14	ISSUED FOR PERMITTING
3	07/01/14	ISSUED FOR PERMITTING
4	07/01/14	ISSUED FOR PERMITTING
5	07/01/14	ISSUED FOR PERMITTING
6	07/01/14	ISSUED FOR PERMITTING
7	07/01/14	ISSUED FOR PERMITTING
8	07/01/14	ISSUED FOR PERMITTING
9	07/01/14	ISSUED FOR PERMITTING
10	07/01/14	ISSUED FOR PERMITTING



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BLACK MOUNTAIN
14555 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
TELECOMMUNICATION
EQUIPMENT RACK

SHEET NUMBER
RF-2

DETAIL NOT USED

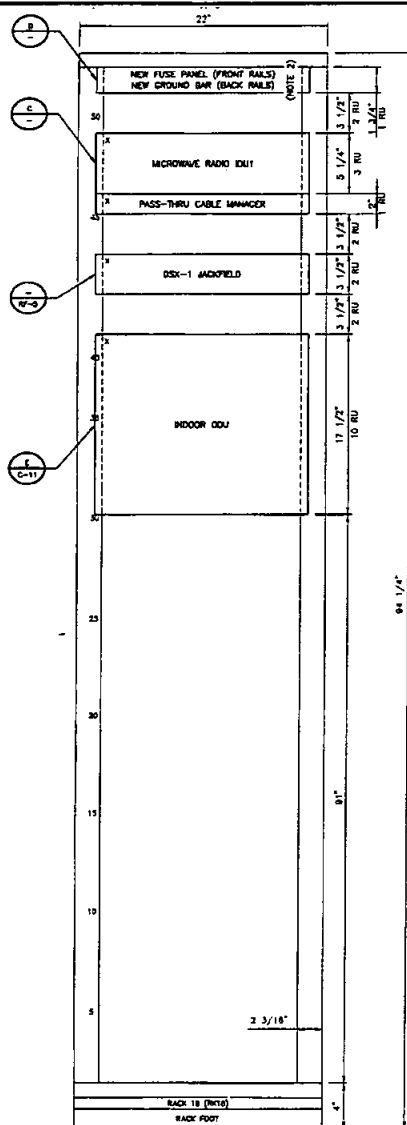
NO SCALE

A

BLACK MOUNTAIN IP1 SCADA RADIO AND BLACK MOUNTAIN IP2 SCADA RADIO

NO SCALE

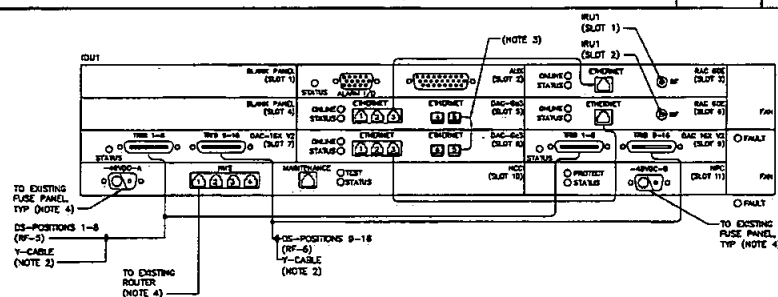
B



PROPOSED TELECOM RACK (FRONT VIEW)



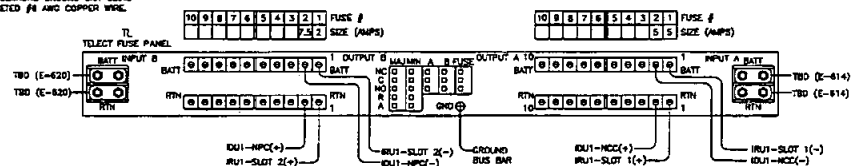
1. GROUND THE BULB/PLUG FROM THE
 1. GROUNDING STUD TO THE BACK/TRAME GROUNDING BUS USING A LENGTH OF 4 WAGE (WAGE 12) GREEN INSULATED TERMINATED CONDUCTOR WITH A MINIMUM 1/2" GROUNDING LUG AT THE GROUND BARS END (SUPPLIED BY THE INSTALLER). THE GROUNDING STUD ATTACHMENT POINTS ON CABLES UP TO 18 AWG (WAGE 6). THE STUD ALSO PROVIDES JAW PLUGS FOR USE FOR THE STRAP.
2. USE AWG 14-16 CONDUCTOR WHICH IS TERMINATED WITH TWO HOR-250 CONNECTORS ON ONE END AND STUDDED 24-AWG ON THE OTHER END.
3. USE AWG 14-16 CABLE PROTECTION CABLE WHICH INCLUDES SFPs.
4. FIELD TO DOCUMENT AS-BUILT CONDITIONS.
5. MAKE/REDO CONNECTIONS ON REAR.



DETAIL NOT USED



- NOTES:
1. FIELD TO DOCUMENT AS-BUILT CONDITIONS.
 2. BUILDER TO INSTALL NEW FUSE PANEL ON FRONT RAILS AND GROUNDING BAR ON BACK RAILS BOND BAR TO ROOM TELECOMMUNICATIONS GROUND BAR USING GREEN JACKETED #8 AND COPPER WIRE.



IDU1 - AVIAT MICROWAVE RADIO



BLACK & VEATCH

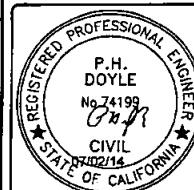
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 182301

DRAWN BY: RAS

CHECKED BY: MBG

0	07/03/74	ISSUED FOR PERMITTING
REV	DATE	DESCRIPTION



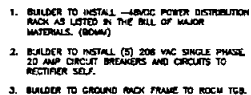
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TO ALTER THIS DOCUMENT.

BLACK MOUNTAIN
14555 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
TELECOMMUNICATION
EQUIPMENT RACK

SHEET NUMBER

RF-3



NO SCALE	B
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NO SCALE	C
----------	---

NO SCALE	A
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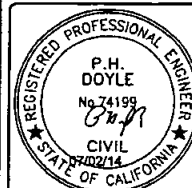
NO SCALE	D
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10955 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 436-2000

PROJECT NO: 182301
DRAWN BY: RWS
CHECKED BY: MRC



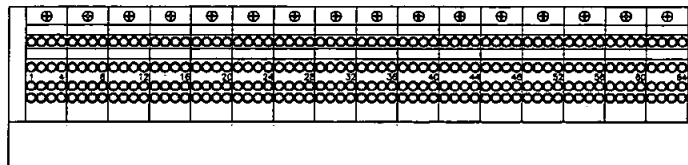
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TO ALTER THIS SEALING.

BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
TELECOMMUNICATION
EQUIPMENT RACK

SHEET NUMBER
RF-5

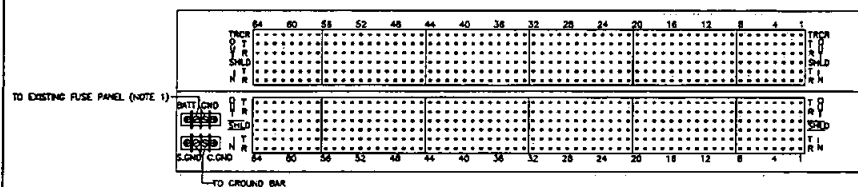
NOTE:
1. FIELD TO DOCUMENT AS-BUILT CONDITIONS.



DS - TELECT DSX-1 JACKFIELD SHELF #1 (FRONT VIEW)

NO SCALE 8

NOTE:
1. FIELD TO DOCUMENT AS-BUILT CONDITIONS.



DS - TELECT DSX-1 JACKFIELD SHELF #1 (REAR VIEW)

NO SCALE C

PLEASE REFER TO RF-3
DETAIL A FOR DSX-1 PANEL EQUIPMENT
PLACEMENT WITHIN RACK 19

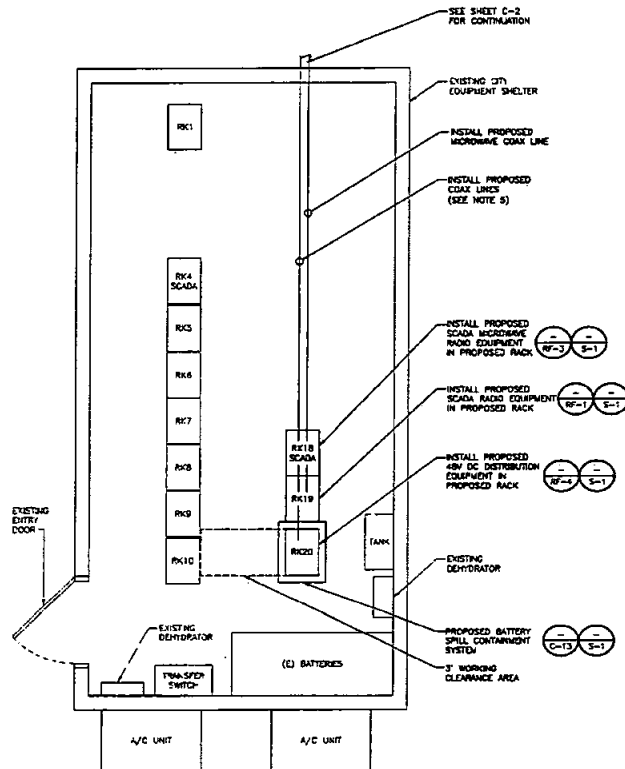
DSX-1 CROSS CONNECT TABLE - SHELF #1						DSX-1 CROSS CONNECT TABLE - SHELF #1					
EQUIPMENT (REAR)			JUMPER (FRONT)			EQUIPMENT (REAR)			JUMPER (FRONT)		
MODULE POSITION	EQUIPMENT (RF-1)	CIRCUIT	X-CONNECT RACK/SHELF	X-CONNECT T MODULE POSITION	X-CONNECT EQUIPMENT (RF-X)	MODULE POSITION	EQUIPMENT (RF-1)	CIRCUIT	X-CONNECT RACK/SHELF	X-CONNECT T MODULE POSITION	X-CONNECT EQUIPMENT (RF-X)
1	IDU1-SLOT 7/9-TR8 1					17	IDU2-SLOT 7/9-TR8 1				
2	IDU1-SLOT 7/9-TR8 2					18	IDU2-SLOT 7/9-TR8 2				
3	IDU1-SLOT 7/9-TR8 3					19	IDU2-SLOT 7/9-TR8 3				
4	IDU1-SLOT 7/9-TR8 4					20	IDU2-SLOT 7/9-TR8 4				
5	IDU1-SLOT 7/9-TR8 5					21	IDU2-SLOT 7/9-TR8 5				
6	IDU1-SLOT 7/9-TR8 6					22	IDU2-SLOT 7/9-TR8 6				
7	IDU1-SLOT 7/9-TR8 7					23	IDU2-SLOT 7/9-TR8 7				
8	IDU1-SLOT 7/9-TR8 8					24	IDU2-SLOT 7/9-TR8 8				
9	IDU1-SLOT 7/9-TR8 9					25	IDU2-SLOT 7/9-TR8 9				
10	IDU1-SLOT 7/9-TR8 10					26	IDU2-SLOT 7/9-TR8 10				
11	IDU1-SLOT 7/9-TR8 11					27	IDU2-SLOT 7/9-TR8 11				
12	IDU1-SLOT 7/9-TR8 12					28	IDU2-SLOT 7/9-TR8 12				
13	IDU1-SLOT 7/9-TR8 13					29	IDU2-SLOT 7/9-TR8 13				
14	IDU1-SLOT 7/9-TR8 14					30	IDU2-SLOT 7/9-TR8 14				
15	IDU1-SLOT 7/9-TR8 15					31	IDU2-SLOT 7/9-TR8 15				
16	IDU1-SLOT 7/9-TR8 16					32	IDU2-SLOT 7/9-TR8 16				

DETAIL NOT USED

NO SCALE A

DSX-1 CROSS CONNECT TABLE - SHELF #1

NO SCALE D



ELECTRICAL PLAN - AC ONLY

OVERHEAD POWER — OHP — OHP — OHP — OHP —
 UNDERGROUND DUCT — UGD — UGD — UGD — UGD —
 ABOVE GROUND POWER — AGP — AGP — AGP — AGP —
 ABOVE GROUND POWER/AC — AGP/AC — AGP/AC — AGP/AC —
 ABOVE GROUND POWER/DC — AGP/DC — AGP/DC — AGP/DC —
 ABOVE GROUND FIBER — AGF — AGF — AGF — AGF —
 ABOVE GROUND FIBER/POWER — AGF/P — AGF/P — AGF/P —
 UNDERGROUND FIBER — UGF — UGF — UGF — UGF —
 UNDERGROUND FIBER/POWER — UGF/P — UGF/P — UGF/P —

LEGEND

AC ALTERNATING CURRENT
 AIC APPROXIMATE INTERFERENCE-TENSION CAPACITY
 ATS AUTOMATIC TRANSFER SWITCH
 AWG AMERICAN WIRE GAUGE
 BATT BATTERY
 CEE CALIFORNIA ELECTRICAL CODE (2010)
 CHG CHARGING
 COMM COMMON
 DC DIRECT CURRENT
 DIA DIAMETER
 DWD DRAWING
 EDC ELECTRICAL CONDUCTOR
 EMT ELECTRICAL METALLIC TUBING
 FIF FACILITY INTERFACE FRAME
 GEN GENERATOR
 GPS GLOBAL POSITIONING SYSTEM
 HVAC HEAT/VENTILATION/AIR CONDITIONING
 IGR INTERIOR GROUNDING RING (HALO)
 MGB MASTER GROUNDING BAR
 MIN MINIMUM
 M/W MICROWAVE
 MTS MANUAL TRANSFER SWITCH
 OC ON CENTER
 PP POLARIZING PRESERVING
 PCU PRIMARY CONTROL UNIT
 PDU PROTOCOL DATA UNIT
 REC RECTIFIER
 RMC RIGID METALLIC CONDUIT
 RSH REMOTE RADIO HEAD
 RST RADIOMETER
 SDA SMART INTEGRATED ACCESS DEVICE
 TVS TRANSIENT VOLTAGE SUPPRESSION SYSTEM
 TYP TYPICAL
 UPS UNINTERRUPTIBLE POWER SOURCE

ABBREVIATIONS

- THESE ELECTRICAL PLANS ARE SUPPLEMENTARY TO CIVIL ENGINEERING ACTIVITIES, AS DEFINED BY CAL. BUS. & PROF. CODE §6731. THEREFORE, IN ACCORDANCE WITH CAL. BUS. & PROF. CODE §6732.3, THESE PLANS HAVE BEEN PREPARED UNDER THE RESPONSIBLE CHARGE OF THE CAL. LICENSED AND REGISTERED CIVIL ENGINEER WHOSE SEAL AND SIGNATURE APPEAR ON PLANS.
- THE CONDUIT ROUTING ARE DIAGRAMMATICALLY SHOWN ON THE PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING SHALL BE FIELD VERIFIED.
- ALL ELECTRICAL EQUIPMENT AND CONTROLLING DEVICES SHALL BE PROVIDED WITH IDENTIFIED LAMP/LED NAMEPLATES INDICATING THE CIRCUITS ORIGIN AND ALL EQUIPMENT TERMINATIONS.
- WHEN TYPE "TC-ET" CABLE IS UTILIZED IN THE ELECTRICAL SYSTEM, TYPE "TC-ET" CABLE SHALL BE INSTALLED WITHIN A CABLE TRAY SYSTEM, CONDUIT SYSTEMS OR A COMBINATION OF BOTH AND SHALL BE ELECTRICALLY CONTINUOUS. ALL RACEWAYS SHALL BE APPROVED FOR THEIR PURPOSE.
- BUILDER TO INSTALL (2) NEW ANTENNA COAX LINES ON EXISTING CABLE LARGER. BUILDER TO INSTALL NEW SURGE PROTECTIVE DEVICES ON ANTENNA COAX LINES WITHIN 2 FEET OF BUILDING ENTRY.
- BUILDER TO INSTALL (5) 208 VAC SINGLE PHASE, 20 AMP CIRCUIT BREAKERS AND CIRCUITS TO RECTIFIER SHELF.



SAN DIEGO, CA



BLACK & VEATCH

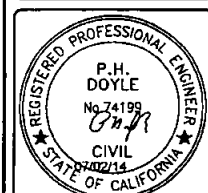
10950 GRANDVIEW DRIVE
 OVERLAND PARK, KANSAS 66210
 (913) 456-3000

PROJECT NO: 182501

DRAWN BY: RAS

CHECKED BY: MBO

NO.	DATE	DESCRIPTION



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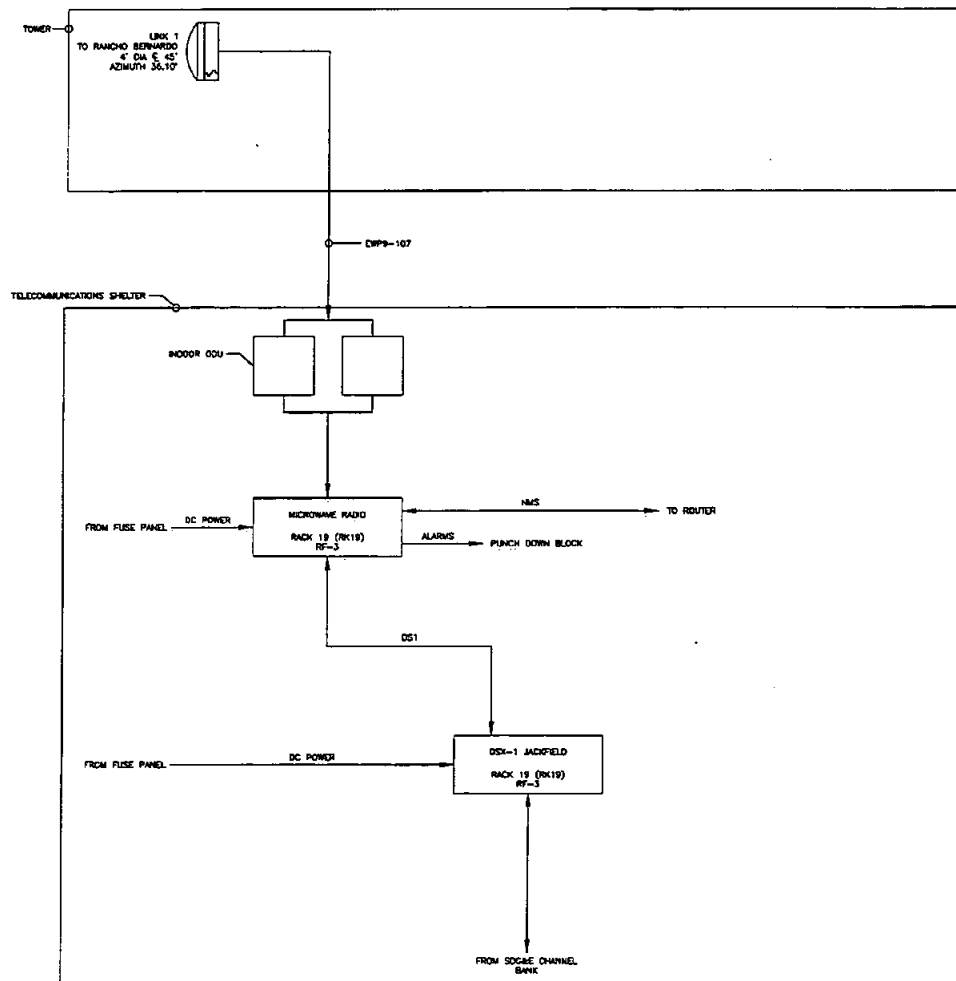
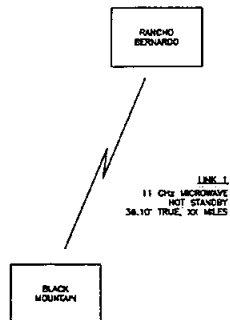
BLACK MOUNTAIN
 14565 BLACK MOUNTAIN RD
 SAN DIEGO, CA 92126

SHEET TITLE
 ELECTRICAL AC PLAN

SHEET NUMBER
 E-1

NOTES

NETWORK CONNECTIVITY OVERVIEW DIAGRAM



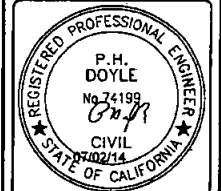
ELECTRICAL DC ONE-LINE DIAGRAM

NO SCALE



PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: WBC

REV	DATE	DESCRIPTION
0	07/02/14	ISSUED FOR PERMITTING



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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
ELECTRICAL DC
ONE-LINE DIAGRAM

SHEET NUMBER
E-2



LEGEND

(X)	SYMBOL DEPICTS ITEM NUMBER ON TABLE, THIS SHEET
(X)	SYMBOL DEPICTS KEYED NOTES ON THE DRAWING
---	DASHED LINES INDICATE FUTURE

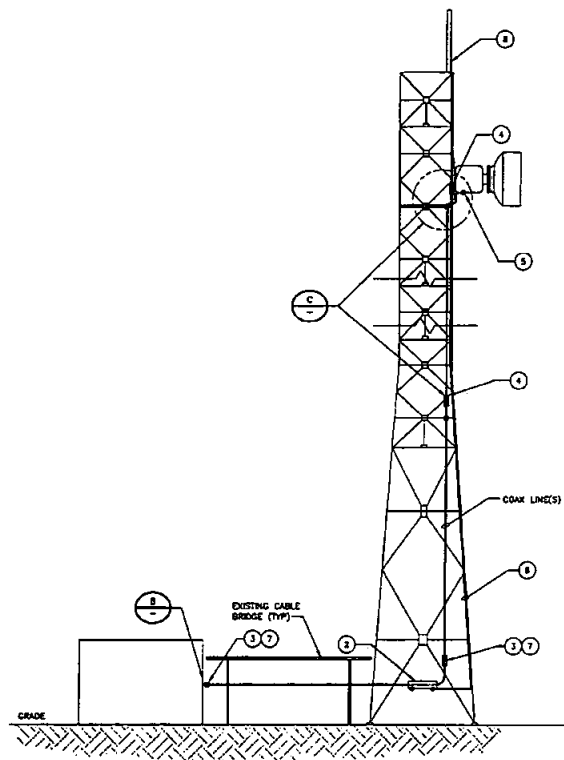
KEYED NOTES

1. BUILDER TO INSTALL STEP-TWIST (IF REQUIRED) AND RECORD AS-BUILT SUBMITTAL.
2. CUSHION HANGER FOR WAVEGUIDE TO BE INSTALLED MINIMUM 10" FROM TOP SUBMITTAL.
3. USE THROU-ROD ATTACHED TO WAVEGUIDE HANGER TO SUPPORT THE WAVEGUIDE FROM UNITS/ST. SUPPORT WAVEGUIDE MINIMUM EVERY 3 FT.
4. WAVEGUIDE DRINKING KIT INSTALLED AT THE TOP AND BOTTOM OF RUN. IT MUST BEFORE ENTRY INTO SHELTER. ADDITIONAL MID-RUN INSTALLATION REQUIRED ONLY IF VERTICAL WAVEGUIDE RUN IS GREATER THAN 150 FT.
5. HOISTING GRIP TO BE INSTALLED AT THE TOP OF THE WAVEGUIDE RUN. ADDITIONAL MID-RUN INSTALLATIONS (AS REQUIRED) ONLY IF VERTICAL WAVEGUIDE RUN IS GREATER THAN 300 FT.
6. POLYETHYLENE TUBE TO BE SELECTED BY BUILDER TO FIT EXISTING DEHYDRATION SYSTEM.
7. BUILDER TO ORDER WAVEGUIDE CONNECTOR TO MATCH WAVEGUIDE SIZE, FLANGE TYPE PER MANUFACTURER SPECIFICATIONS AS RECORD IN AS-BUILT SUBMITTAL. FLUID PRESSURE PORT IN TOP CONNECTOR AND INSTILL DEHYDRATION PRESSURE FITTING ON BOTTOM CONNECTOR TO ALLOW FOR PRESSURIZED FEED AT THE DESK.
8. BUILDER TO SELECT AND RECORD PRESSURE WAGON PART # IF AS-BUILT SUBMITTAL.
9. FLEX-TWIST CONNECTS TO WAVEGUIDE EXISTING FLANGES PER EXISTING FLANGE. DIMENSIONS SHOWN ARE APPROXIMATE ONLY. BUILDER SHALL COORDINATE LENGTH AND TERMINATION LOCATION OF FLEX-TWIST WITH SUBMITTAL EQUIPMENT BUILDER AND RECORD FLEX-TWIST PART NUMBER IN AS-BUILT SUBMITTALS.
10. BUILDER TO SELECT PORT POSITION FROM EXISTING ENTRY PANEL.
11. BUILDER TO EXPAND EXISTING DEHYDRATION SYSTEM WITH NEW AS-BUILT SUBMITTAL.



KEYED NOTES:

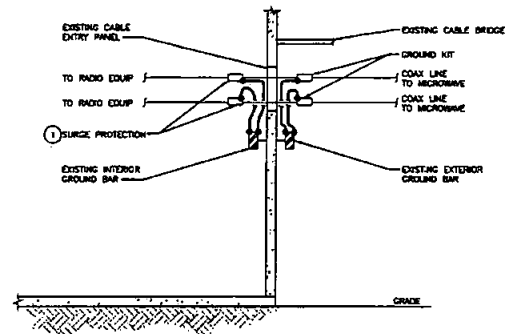
1. PROVIDE AND INSTALL INSULATED 8 AWG GREEN GROUNDING CONDUCTOR FROM SURGE PROTECTOR TO GROUND BAR.
2. EXISTING GROUND BAR.
3. GROUND KIT TO BE INSTALLED ABOVE GROUND BAR AS SHOWN.
4. GROUND KIT ATTACHED TO #2 AWG TOWER GROUNDING CONDUCTOR VIA EXOTHERMIC WELD.
5. ODU GROUND LUG CONNECTION. USE ODU SUPPLIED GROUND KIT.
6. TOWER GROUNDING CONDUCTOR RUNS INSIDE FULL LENGTH OF TOWER BOND TO EACH TOWER SECTION.
7. COAX LINE GROUNDING KIT(S).
8. EXISTING LIGHTNING ROD.



TYPICAL MICROWAVE COAX LINE GROUNDING ELEVATION DETAIL

NO SCALE

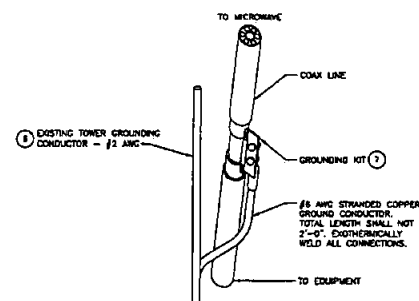
A



TYPICAL BUILDING ENTRY GROUNDING DETAIL

NO SCALE

B



TYPICAL COAX LINE GROUND KIT

NO SCALE

C



BLACK & VEATCH

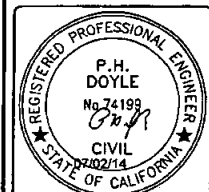
10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 182301

DRAWN BY: RAS

CHECKED BY: MBC

REV DATE DESCRIPTION



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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

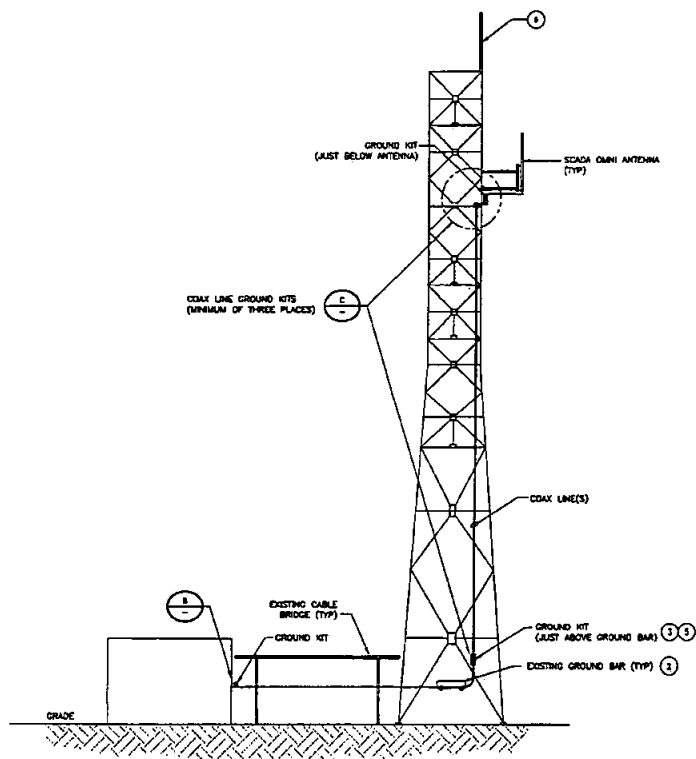
SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER

G-2

KEYED NOTES:

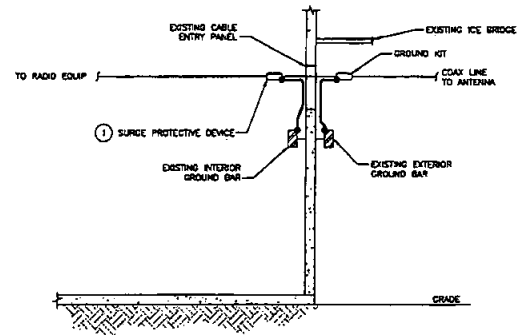
1. PROVIDE AND INSTALL INSULATED 6 AWG GREEN GROUNDING CONDUCTOR FROM SURGE PROTECTOR TO GROUND BAR.
2. EXISTING GROUND BAR.
3. GROUND KIT TO BE INSTALLED ABOVE GROUND BAR AS SHOWN.
4. TOWER GROUNDING CONDUCTOR, RUNS INSIDE FULL LENGTH OF TOWER, BOND TO EACH TOWER SECTION.
5. COAX LINE GROUNDING KIT(S).
6. EXISTING LIGHTNING ROD.



TYPICAL ANTENNA COAX LINE GROUNDING ELEVATION DETAIL

NO SCALE

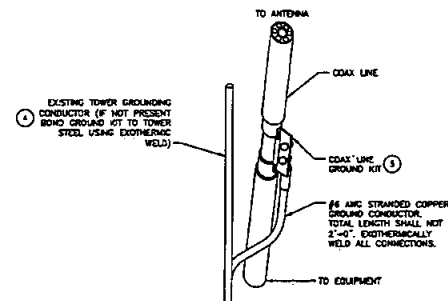
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TYPICAL BUILDING ENTRY GROUNDING DETAIL

NO SCALE

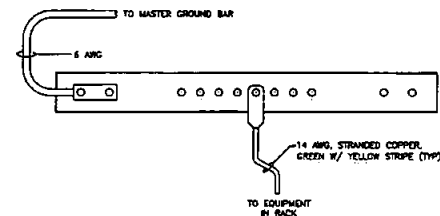
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TYPICAL COAX LINE GROUND KIT

NO SCALE

C



TYPICAL EQUIPMENT RACK GROUND BAR

NO SCALE

D

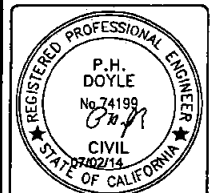


BLACK & VEATCH

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

PROJECT NO: 182301
DRAWN BY: RAS
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REV	DATE	DESCRIPTION



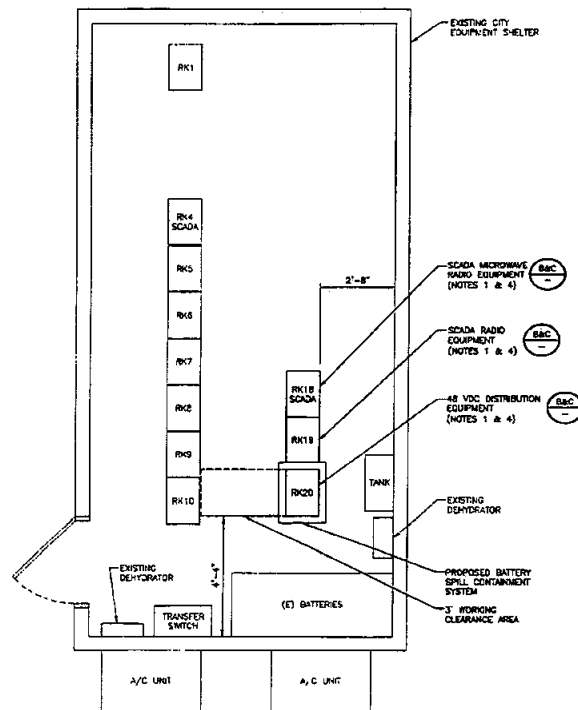
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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-3

G-5



NOTES

1. PROPOSED RACK LOCATIONS ARE APPROXIMATE AND IN RELATION TO EXISTING STRUCTURES. CONTRACTOR SHALL FIELD VERIFY EXISTING SITE CONDITIONS, CLEARANCES, CONNECTIONS, ETC. AND SHALL VERIFY EQUIPMENT MOUNTING DIMENSIONS FOR MANUFACTURER'S DRAWINGS, PRIOR TO INSTALLATION.
2. RACKS SHALL BE ANCHORED TO EXISTING CONCRETE FLOOR USING (4) 1/2" HX 1/2" BOLT TZ STAINLESS ANCHOR IN CONCRETE. SPECIAL INSPECTION REQUIRED 2-1/2" EMBEDMENT.
3. CABLE LADDER NOT SHOWN FOR CLARITY.
4. REFER TO SHEET C-11 DETAIL C & D FOR EARTHQUAKE BRACING REQUIREMENTS.



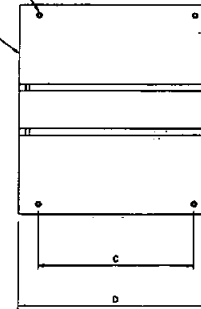
PLAN VIEW CONCRETE FLOOR

NO SCALE

A

(4) 1/2" HX 1/2" BOLT TZ STAINLESS ANCHOR IN CONCRETE. SPECIAL INSPECTION REQUIRED 2-1/2" EMBEDMENT

PROPOSED EQUIPMENT RACK BASE PLATE



DIMENSION	19" RACK	23" RACK	35" RACK
C	16.00"	20.00"	32.00"
D	20.31"	24.31"	36.31"

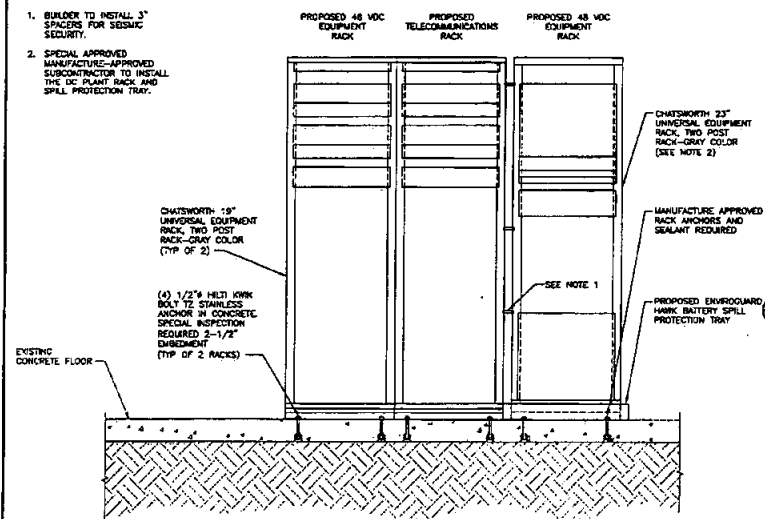
RACK ANCHOR BOLT PATTERN DETAIL

NO SCALE

B

NOTES

1. BUILDER TO INSTALL 3" SPACERS FOR SEISMIC SECURITY.
2. SPECIAL APPROVED MANUFACTURE-APPROVED SUBCONTRACTOR TO INSTALL THIS DC PLANT RACK AND SPILL PROTECTION TRAY.



ELEVATION CONCRETE FLOOR

NO SCALE

C



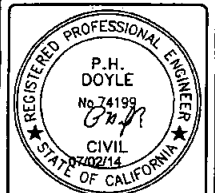
PROJECT NO: 182301

DRAWN BY: RAS

CHECKED BY: MSB

0 07/23/14 ISSUED FOR PRINTING

REV DATE DESCRIPTION



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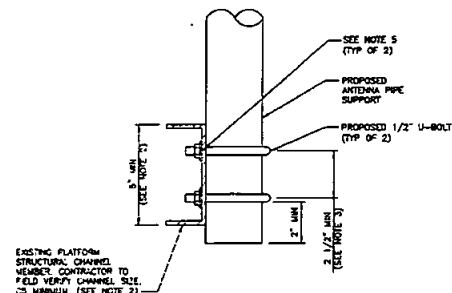
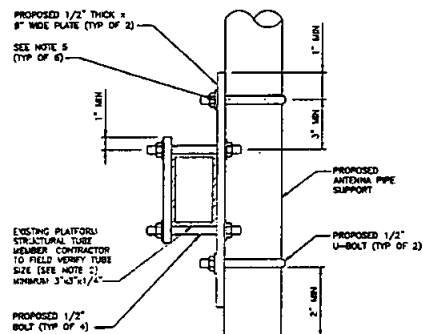
BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
STRUCTURAL DETAILS

SHEET NUMBER

S-1

1. CONTRACTOR TO VERIFY DIMENSION OF EXISTING MEMBERS WHERE INDICATED. STES WITH MEMBER SIZE THAT DO NOT MEET THE MINIMUM REQUIREMENTS ARE TO BE BROUGHT TO THE ATTENTION OF BAY ENGINEERING.
2. WHERE INDICATED, DRILLING OF EXISTING STEEL MEMBERS IS ALLOWED. FIELD MODIFICATIONS, SUCH AS DRILLING, ARE TO BE COATED WITH ZINC ENRICHED PAINT.
3. RAD CENTER OF ANTENNA SHALL BE NO MORE THAN 1'-0" ABOVE MOUNT UNLESS NOTED OTHERWISE ON THE DESIGN DRAWINGS. RAD CENTERS IN EXCESS OF 1'-0" REQUIRE THE ADDITION OF A HANDRAIL OR OTHER ENGINEERING APPROVED MEANS OF BRACING.
4. HOLES FOR BOLTED CONNECTIONS TO BE DRILLED 1/16" LARGER THAN BOLT DIAMETERS AND WILL REQUIRE LOCK WASHERS ADJACENT TO THE NUT. HOLES OVERSIZED GREATER THAN 1/16" WILL REQUIRE PLAT WASHER AND LOCK WASHER ADJACENT TO THE BOLT HEAD AND THE NUT.



NOTES

NO SCALE

A

ANTENNA PIPE SUPPORT CONNECTION DETAIL FOR PLATFORM WITH HSS PERIMETER (AS REQUIRED)

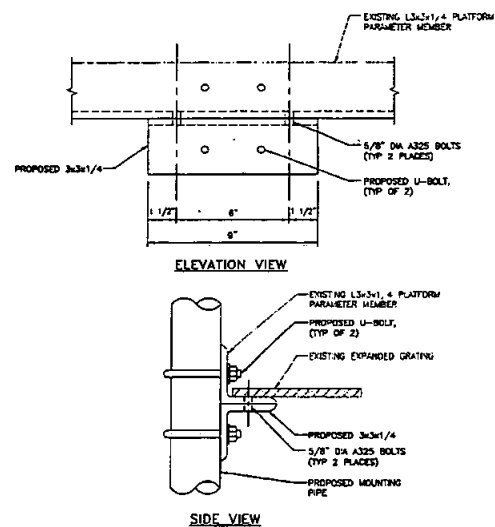
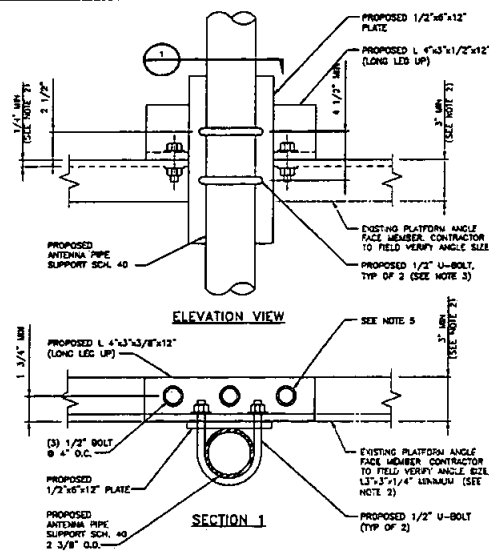
NO SCALE

B

ANTENNA PIPE SUPPORT CONNECTION DETAIL FOR PLATFORM WITH CHANNEL PERIMETER (AS REQUIRED)

NO SCALE

C



DETAIL NOT USED

NO SCALE

D

ANTENNA PIPE SUPPORT CONNECTION DETAIL WITH ANGLE PERIMETER (AS REQUIRED)

NO SCALE

E

MOUNTING PIPE TO PLATFORM CONNECTION DETAIL (AS REQUIRED)

NO SCALE

F



BLACK & VEATCH

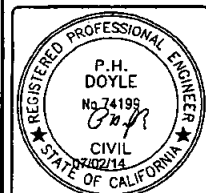
10950 GRANVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 436-2000

PROJECT NO: 182301

DRAWN BY: RAS

CHECKED BY: MEG

REV DATE DESCRIPTION

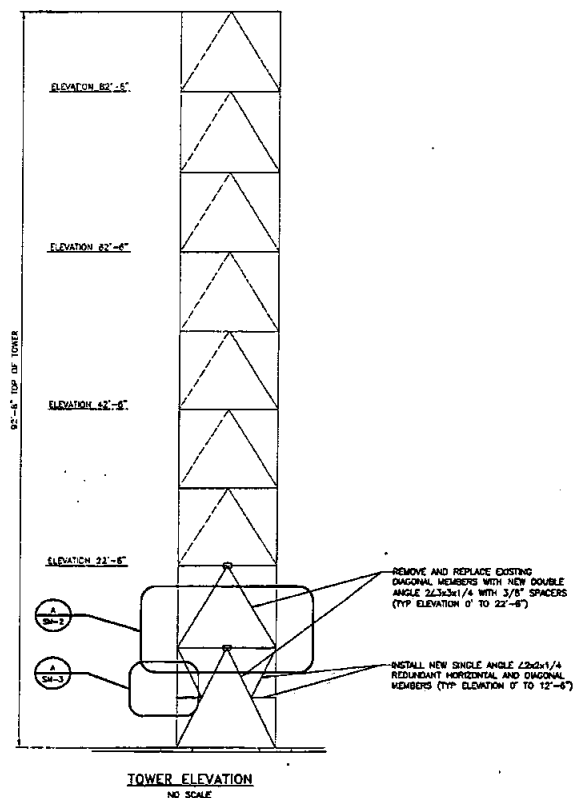


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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
STRUCTURAL DETAILS

SHEET NUMBER
S-2



1. CONTRACTOR TO FIELD VERIFY SIZES AND LENGTHS OF ALL BRACING MEMBERS AND BOLTS PRIOR TO ORDERING MATERIAL.
2. STRUCTURAL COMPONENTS OF THIS PROJECT SITE/FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT NO DAMAGE IS DONE TO THE TOWER DURING THE CONSTRUCTION PROCESS. THE TOWER SHOULD BE ADEQUATELY SUPPORTED AND BRACED AT ALL TIMES.
3. THESE DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES.
4. CONTRACTOR TO SUPPLY ALL NECESSARY CONNECTION HARDWARE.
5. ALL NEW CONNECTIONS SHALL USE ASTM A193 GALVANIZED A325-X BOLTS, NUTS AND LOCKING DEVICES UNLESS NOTED OTHERWISE. "X" INDICATES BEARING-TYPE CONNECTION "SNUG TIGHT FIT" WITH THREADS EXCLUDED FROM SHEAR PLANE.
6. U-BOLTS SHALL BE A307 UNLESS NOTED OTHERWISE.
7. STRUCTURAL BOLTS SPACING AND EDGE DISTANCE SHALL MEET 2005 AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS REQUIREMENTS UNLESS NOTED OTHERWISE.
8. ALL STRUCTURAL STEEL ROLLED SHAPES AND PLATES SHALL CONFORM TO ASTM A123 GALVANIZED UNLESS OTHERWISE NOTED.
9. CONTRACTOR SHALL TOUCH UP ANY DAMAGED PAINT AREAS WITH ZINC RICH PAINT. ALL AREAS OF FIELD DRILLING, WELDING, OR CUTTING SHALL BE TOUCHED UP WITH ZINC RICH PAINT.
10. FIELD DRILLING OR CUTTING OF NEW MEMBERS IS ALLOWED IF NECESSARY. NO FIELD DRILLING OR CUTTING OF EXISTING MEMBERS IS ALLOWED UNLESS NOTED OTHERWISE.
11. ALL NEW STRUCTURAL BRACING MEMBERS AND PLATES TO BE ASTM A36 STEEL MINIMUM. ALL NEW LEO STEEL SHALL BE ASTM A500-42 STEEL MINIMUM UNLESS NOTED OTHERWISE.
12. ALL DOUBLE ANGLES TO HAVE MINIMUM (1) 5/8" STITCH BOLT WITH 3/8" PLATE PER UNBRACED SPAN UNLESS NOTED OTHERWISE. MAXIMUM SPACING BETWEEN STITCH BOLTS SHALL NOT BE GREATER THAN 3'-0".
13. ALL WELDS TO BE COMPLETED PER AWS D1.1 STANDARDS USING E70XX ELECTRODES.
14. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING WELDING OPERATIONS OF GALVANIZED MATERIALS ACCORDING TO AWS B2.1-1-011.
15. CONTRACTOR SHALL HAVE ALL WELDING INSPECTED BY THIRD PARTY CERTIFIED WELDING INSPECTOR AND SUBMIT THE REPORT TO TOWER OWNER.
16. TOWER MODIFICATIONS AND ANALYSIS COMPLY WITH TIA-222-G.
17. CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE OSHA REGULATIONS, PER TIA-222-G (1996), AND SHALL BE PERFORMED ONLY IN "GOOD WEATHER". GOOD WEATHER MEANS LITTLE OR NO WIND AND RAIN AND MINIMUM TEMPERATURE OF 50 DEGREES F. CONTACT ENGINEER FOR ADDITIONAL INSTRUCTIONS IF "GOOD WEATHER" CANNOT BE ACHIEVED.
18. ONLY ONE BRACING MEMBER SHALL BE REMOVED AND REPLACED AT A TIME FOR ALL EXISTING BRACING MEMBERS.
19. WHEN REMOVING AND INSTALLING NEW BOLTS ONLY ONE BOLT SHALL BE REMOVED AND REPLACED AT A TIME.
20. ALL CHANGES/ALTERNATES/REVISIONS TO THESE DRAWINGS SHALL BE DOCUMENTED BY REQUEST FOR INFORMATION (RFI) FORM APPROVED BY ENGINEER OF RECORD. FINAL WORK AUTHORIZATION AND ALL CHANGE ORDERS SHALL BE APPROVED BY CLIENT AND/OR CLIENT REPRESENTATIVE PRIOR TO PROCEEDING WITH ANY WORK THAT DEVIATES FROM THE ORIGINAL DESIGN, SCOPE, PRICE AND/OR SCHEDULE.

CONTRACTOR SHALL FIELD VERIFY AND MEASURE DIMENSIONS OF THE SITE STRUCTURE BEFORE FABRICATION OF MATERIALS FOR ALL TOWER MODIFICATION INSTALLATIONS.

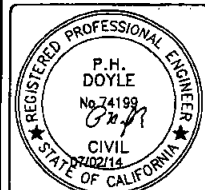


BLACK & VEATCH

10650 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: NBC

REV	DATE	DESCRIPTION
1	07/20/14	ISSUED FOR PERMITTING
2		
3		
4		
5		
6		
7		
8		
9		
10		



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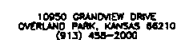
BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
TOWER REINFORCEMENT

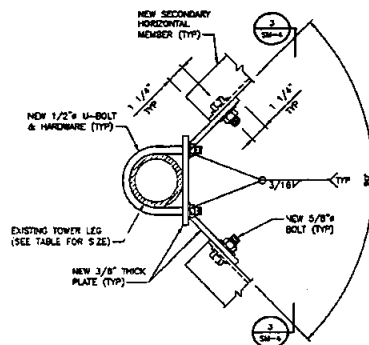
SHEET NUMBER
SM-1



SAN DIEGO, CA

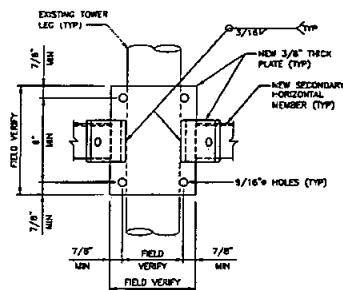


SM-3

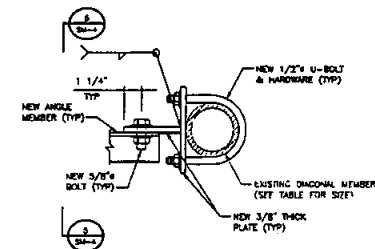


TOWER LEG TABLE	
SIZE & TYPE	SECTION
P440.237	40' TO 60'

SECTION 2
TYPICAL SINGLE ANGLE HORIZONTAL/DIAGONAL
CONNECTION TO TOWER LEG
NO SCALE

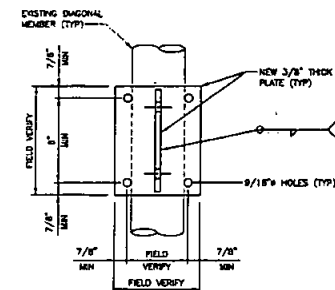


SECTION 3
NO SCALE



DIAGONAL MEMBER TABLE	
SIZE & TYPE	SECTION
P340.216	40' TO 60'

SECTION 4
TYPICAL HORIZONTAL/DIAGONAL
CONNECTION TO PIPE MEMBER
NO SCALE



SECTION 5
NO SCALE

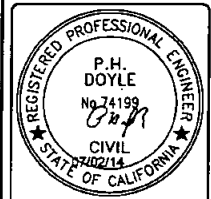


BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 450-2000

PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: NSG

REV	DATE	DESCRIPTION
1	07/03/74	ISSUED FOR PERMITTING

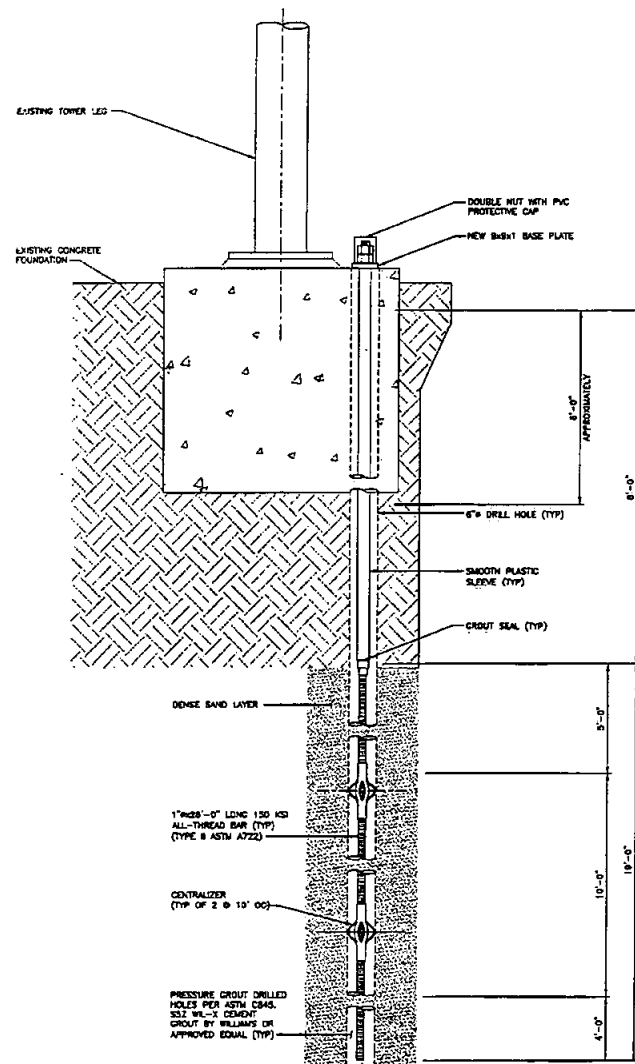


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TO ALTER THIS DOCUMENT.

BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
TOWER REINFORCEMENT
DETAILS

SHEET NUMBER
SM-4



DETAIL C (4 TYPICAL)
NO SCALE

MATERIALS

1. ANCHOR BAR SHALL BE ALL-THREAD BAR MEETING THE REQUIREMENTS FOR ASTM A722.
2. ANCHOR NUT AND COUPLERS, IF REQUIRED, SHALL MEET THE REQUIREMENTS FOR ASTM A108.
3. THE CORROSION PROTECTION SHEATH SHALL BE PVC OR HDPE PLASTIC TUBING WITH A MINIMUM WALL THICKNESS OF .05 INCHES.
4. CENTRALIZERS SHALL BE MADE FROM STEEL OR PLASTIC.
5. GROUT SHALL BE NEAT CEMENT NON-SHRINK GROUT CONFORMING TO ASTM C843. WATER/CEMENT RATIO SHALL NOT BE GREATER THAN 0.45. WATER SHALL BE POTABLE. MINIMUM GROUT STRENGTH SHALL BE 4000 PSI AT 28 DAYS.

CORROSION PROTECTION

1. CORROSION PROTECTION SHALL MEET THE REQUIREMENTS FOR CLASS II PROTECTION.
2. THE PORTION OF THE ANCHOR BAR ALONG THE UNBONDED LENGTH SHALL BE PROTECTED BY A CORROSION INHIBITING COMPOUND FILLED SHEATH ENCASED IN GROUT.

INSTALLATION

1. HOLES SHALL BE DRILLED PLUMB.
2. THE USE OF BENTONITE MUD SHALL NOT BE PERMITTED.
3. THE MINIMUM BOREHOLE DEPTH SHALL BE 27.0 FEET.
4. OVERDRILLING WILL BE ACCEPTABLE AS A SUMP FOR DRILL SPOILS THAT CANNOT BE REMOVED BY CLEANING.
5. GROUT SHALL BE PRESSURE GROUTED THROUGH TREDAIR. TREDAIR PIPE SHALL BE AT LEAST 5 FEET BELOW TOP OF GROUT.
6. ANCHOR BAR SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.
7. THE GROUT SHALL BE MAINTAINED AT THE TOP OF GRADE.
8. A MINIMUM OF THREE (3) COMPRESSIVE STRENGTH GROUT CUBES SHALL BE TAKEN FOR EACH ANCHOR.

INSTALLATION

1. THE DESIGN LOAD (DL) OF EACH ANCHOR IS 107 KIPS.
2. PROOF TEST EACH ANCHOR AT INCREMENTS OF 0.25DL, 0.5DL, 0.75DL, 1.0DL AND 1.1DL.
3. ANCHORS ARE PASSIVE RESISTANCE. THERE IS NO LOCK OFF LOAD.

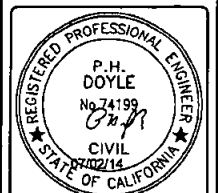


BLACK & VEATCH

10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-1000

PROJECT NO: 182301
DRAWN BY: RAS
CHECKED BY: MBC

REV	DATE	DESCRIPTION
0	07/03/14	ISSUED FOR PERMITTING



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BLACK MOUNTAIN
14565 BLACK MOUNTAIN RD
SAN DIEGO, CA 92126

SHEET TITLE
TOWER REINFORCEMENT
FOUNDATION DETAILS

SHEET NUMBER
SM-5

Exhibit D: Interference Protection Requirements

- a. Interference. Prior to the Effective Date or at anytime during the Term of this Sublease, SUBLESSEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from the proposed Communications Equipment; transmission frequencies that are currently being operated at the Site, and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies at the Site may be obtained from CITY'S General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY'S General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.
- b. City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures. For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses at the Site.

Pre-installation or pre-use Testing

- (1) SUBLESSEE shall notify all permittees/lessees/users at the Site of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating at the Site may be obtained from CITY and used to compile a notification list.
 - (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users 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 permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.

- (b) 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 noted in the notification letter.
 - (c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.
 - (d) The notification letter to the GSDCD Senior Communications Engineer shall include a list of all permittees/lessees/users notified.
- (2) Following the completion of the tests, SUBLESSEE shall provide a letter to the GSDCD Senior Communications Engineer stating the test results obtained from each permittee/lessee/user participating in the test and a list of those permittees/lessees/users who did not respond.
 - (3) If a notified permittee/lessee/user fails to send a qualified representative to observe and participate in the tests, it will be assumed by CITY that the permittee/lessee/user has assured itself that their operations will not be affected.
 - (4) It shall be the responsibility of SUBLESSEE to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

c. On-The-Air Tests - Technical Details

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

- (1) The SUBLESSEE'S transmitting and/or receiving equipment shall be of the type planned for final use at the Site:
 - (a) The transmitted RF power shall be the maximum to be used and authorized at the Site.
 - (b) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.

(2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the SUBLESSEE'S electronic equipment.

(3) All tests shall include testing with all frequencies planned for use by the SUBLESSEE at the Site.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by SUBLESSEE shall not directly or indirectly result in degraded technical performance of the CITY'S existing radio equipment installed at the Site or used in the general area. Resulting degraded technical performance in this instance will include, but is not limited to:

(1) Detectable or measurable received intermodulation;

(2) Audio distortion or noise; and

(3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

SUBLESSEE shall notify CITY prior to modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions. These modifications may require retest using this "ON THE AIR" testing procedure and the newly proposed equipment.

f. Resulting Interference

SUBLESSEE shall resolve interference problems that the Communications Equipment might cause with (i) other equipment located at the Premises on the Addendum Effective Date or (ii) when SUBLESSEE desires to add additional Communications Equipment to the Premises, any equipment that became attached to the Premises between the Addendum Effective Date and such future date by initiating mutually agreeable actions with the affected parties. CITY may recognize the right of prior authorized permittees/lessees/users and withhold approval or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between SUBLESSEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by SUBLESSEE as a result of CITY withholding approval and SUBLESSEE waives any claim for expense or loss which SUBLESSEE might incur as a result of CITY withholding approval.

TECHNICAL DATA SUMMARY

One form to be completed per transmitter and supplied to all permittees/lessees/users operating at the facility.

DATE _____

LOCATION _____ APPLICANT _____

CALL SIGN _____ CONTACT NAME _____ PHONE _____

TRANSMITTER

RECEIVER

Manufacturer _____ Manufacturer _____

Model _____ Model _____

Emission _____

Radiated ERP _____ Watts

Transmit Frequency _____

Receiver Frequency _____

CTCSS or DCS

1. _____

1. _____

1. _____

2. _____

2. _____

2. _____

3. _____

3. _____

3. _____

4. _____

4. _____

4. _____

ANTENNA

TRANSMIT CAVITY FILTER

ISOLATOR

Make _____

Make _____

Make _____

Model/Type _____

Gain _____ dBd

Azimuth _____

REMARKS:

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating at the Site.
Bottom section is to be completed by each existing Site permittee/lessee/user after testing is finished.

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

"On-the-air" interference testing has been completed at the above stated Site location. A qualified representative was present for the test to observe for possible interference problems.

With regard to the above test, this is to certify that objectionable radio frequency interference did ☐ did not ☐ result during this test.

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit E: Installation Standards

- a. All waveguide and coaxial cable runs shall be installed and supported on the tower, cable ladder, and ice bridges using equivalent hardware and methods to those currently used on site.
- b. All waveguide and coaxial cable shall be installed in a neat manner with sweeping bends and straight runs on the tower cable ladder and ice bridges.
- c. Three (3) ground kits shall be installed as follows: Near the antenna, where the coax transitions to horizontal at the junction between the cable ladder and ice bridge, and where the cable enters the building. Grounds shall be installed to shunt any lightning directly to earth ground.
- d. All antenna mounts and hardware utilized on towers and structures shall be hot-dip galvanized or stainless steel and of standard manufacture.
- e. All drawings submitted for installation approval shall clearly show the following items:
 - (1) A plot plan of the site to include the building and tower location with the proposed equipment shown in its proposed location.
 - (2) A tower drawing clearly showing the location of the proposed antenna and the routing of the waveguide or coax cable specifying grounding locations.
 - (3) If equipment is to be located inside the building, a drawing shall be provided showing the rack location of the equipment, an elevation drawing of the rack, and a plot plan of the equipment installed in the rack.
 - (4) A list of all equipment to be installed shall be provided. This list shall include the type and manufacturer of equipment, RF frequency, RF power, modulation type, RF filtering, antenna type, antenna model, antenna gain and azimuth, waveguide and/or coax cable length and AC power requirement including any HVAC.
- f. All transmitters shall have necessary protection to eliminate any RF degradation of the receive signal to any other user on the site, such as filtering and isolators.
- g. To minimize the number of antennas and waveguide or coax cables to be mounted on the tower, transmitter combining will be required whenever possible.
- h. All cabinets and racks shall be grounded to the site grounding system.
- i. Should CITY determine that a tower loading analysis is required, the requesting user shall have the tower analysis done at its expense and provide CITY with information on how the additional load to the tower will affect tower structural integrity.

- j. Tower Climbing: All tower climbing shall be done in compliance with all CAL-OSHA requirements.
- k. RF Radiation: Hazardous RF radiation levels may be encountered when climbing on existing antenna structures. Refer to FCC OET Bulletin 65. When it is necessary to climb on the antenna structure for installation or maintenance, contact the CITY'S General Services Department, Communications Division ("GSDCD") Fixed Maintenance Supervisor at (619) 525-8650 for shutdown scheduling and procedures. Any equipment installed on the Site may at times require shutdown to allow maintenance personnel to access the antenna structure.
- l. Lessees shall provide CITY with shutdown procedures and 24-hour contact names and telephone numbers. In addition, should changes be made to the contact names and telephone numbers, the CITY shall be notified at least ten (10) calendar days before the change.
- m. Access: For access to the site, contact the GSDCD Fixed Maintenance Supervisor at (619) 525-8650. Keys will be issued as required. **DO NOT DUPLICATE KEYS.**
- n. Security: All sites are alarmed with silent alarms and monitored twenty-four (24) hours per day by the Public Service Dispatch Center. When entering or leaving a building, call (619) 527-7660 or use the order wire dial #13 and identify yourself. Police respond to all unanswered alarms.
- o. Cleanup: All trash and debris shall be removed from the site at the end of each work day and upon completion of the project.
- p. A detailed construction schedule shall be provided to GSDCD prior to any installation work.

Exhibit F: Emergency Maintenance Procedures

If SUBLESSEE discovers that any of the Communications Equipment is damaged, SUBLESSEE shall immediately notify **CITY'S Station 38 at (619) 527-7660**.

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **SUBLESSEE'S Network Operation Call Center (Lee Quillian- Telecom Supervisor) at 619-260-4360 or 619-302-4402**.

If SUBLESSEE'S Communications Equipment causes any interference to CITY'S telecommunications equipment and/or system, CITY may require such Communications Equipment to be removed permanently and replaced at another location, as provided for in this Sublease.

SUBLESSEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining its Communications Equipment.

If a party changes its emergency contact telephone information, that party shall immediately notify the other party of the new contact information at the telephone number provided above, and, within ten (10) calendar days, provide the other party with written notice of the new contact information, in accordance with this Sublease.

Exhibit G: CITY Lease

COPY

THE CITY OF SAN DIEGO

Flat Rate Lease

DOCUMENT NO. 00-17592

FILED JAN 28 1991

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE OUTLINE

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
	7.02 System Placed in Operation	7
	7.03 LESSEE'S Rights to Improve the Premises	7
SECTION 8:	GENERAL PROVISIONS	
	8.01 Notices	9
	8.02 Compliance with Law	9
	8.03 LESSEE Approval	9
	8.04 Nondiscrimination	9
	8.05 Partial Invalidity	9
	8.06 Legal Fees	10
	8.07 Number and Gender	10
	8.08 Captions	10
	8.09 Entire Understanding	10
SECTION 9:	SIGNATURES	
	9.01 Signature Page	11

In all other instances, the parties shall make every effort to coordinate frequencies as required by the Federal Communications Commission (FCC).

1.03 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If LESSOR for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to LESSOR'S, then and in either of such events, this lease shall not be voidable nor shall LESSOR be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by LESSOR a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

1.04 Easements and Reservations.

- a. LESSOR hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the premises.
- b. LESSOR reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the leased premises for utilities, thoroughfares, or access as it deems advisable.
- c. LESSOR has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, LESSOR shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from LESSOR exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by LESSOR. LESSOR will pay the costs of maintenance and repair of all LESSOR installations made by LESSOR pursuant to these reserved rights.

1.05 Competent Management. Throughout the term of this Lease Agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of LESSOR. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a radio communication system and related activities in a fiscally responsible manner.

SECTION 4: INSURANCE RISK

4.01 Insurance. LESSEE agrees that from and after the date of the execution of this Lease and continuing throughout the term of this Lease, and any extension thereof, LESSEE will be self-insured against the risks covered by the following types of insurance:

- (i) General Public Liability Insurance with limits not less than \$100 Million each occurrence of Bodily Injury and \$100 Million each occurrence of Property Damage; and
- (ii) Fire and Extended Coverage Insurance covering the leased premises.

LESSEE employs a full-time staff of qualified claims investigators to investigate and adjust claims, all claims must be submitted to LESSEE for processing in the event of a loss. LESSEE agrees to provide to LESSOR evidence of insurance or its ability to self insure upon request by LESSOR.

SECTION 5: ASSIGNMENT

5.01 Assignment - Sublease. LESSEE shall not assign or transfer the whole or any portion of this lease or any interest therein, nor sublease the whole or any portion of the leased premises, nor contract for the management, operation or possession of the leased premises voluntarily or by operation of law without the written consent of LESSOR. LESSOR'S consent shall not be unreasonably withheld and in the case of sublessees, LESSOR acknowledges LESSEE'S intent to sublease to other governmental agencies.

5.02 Lease Encumbrances. LESSEE understands and agrees that it cannot encumber the lease, leasehold estate and the improvements thereon by a mortgage or other security instrument to secure any debt of LESSEE without the prior express written consent of LESSOR, in each instance, having been first obtained. If any deed of trust, mortgage or other security instrument that encumbers the Lease, leasehold estate and the improvements thereon is entered into by LESSEE without LESSOR'S prior express written consent, this lease shall be in default and any such encumbrances shall be void.

5.03 Default. In the event that LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within ninety (90) days following written notice thereof from LESSOR; or if any such default is not curable within ninety (90) days, shall fail to commence to cure the default(s) within said 90-day period and diligently pursue such cure to completion, then LESSOR may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE

Any such reconstruction, alterations or changes in the leased premises may be made only in accordance with plans and specifications previously submitted to the LESSOR and approved in writing.

6.02 Ownership of Improvements. All permanent improvements shall remain the property of LESSEE at the expiration or termination of this lease. LESSEE shall at LESSEE'S sole cost and expense remove all permanent improvements and personal property, and restore the leased premises to its original condition to the satisfaction of LESSOR. At the option of LESSOR, any such permanent improvements or personal property not removed by LESSEE may be deemed abandoned and may be removed and sold by LESSOR and all income received therefrom shall be property of LESSOR exclusively.

6.03 Hold Harmless.

a. To the fullest extent permitted by law, LESSEE agrees to protect, indemnify, defend and save harmless LESSOR, their officers, agents, employees, guests and invitees from and against any and all liability, expense or damage of any kind or nature and from any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including without limitation, attorneys' fees and expenses, whether in suit or not, arising out of any and all injuries to or the death of any person or damage to any property resulting from any occurrence on or in the leased premises, resulting directly or indirectly from granting and performance of this Lease or arising from the use or operation of the leased premises or any defect in any part thereof, or arising out of any act, omission or neglect of LESSEE, its directors, officers, employees, customers or invitees or other parties contracting with LESSEE under a contract relating to the leased premises (including, without limitation, any contract for the construction of any addition, or reconstruction, alteration or changes in the leased premises) or as a result of the performance by LESSEE of any of its obligations under this Lease or in connection herewith, unless such suit, claim or damage is caused by negligent acts or the intentional misconduct of LESSOR, its officers, agents, employees, guests or invitees.

b. In the event LESSEE shall become obligated to LESSOR under this Lease or in the event that any suit, action, investigation, claim or proceeding is begun, made or instituted as a result of which LESSEE may become obligated to LESSOR hereunder, then, upon the written request of LESSOR, LESSEE shall defend, contest or otherwise protect LESSOR against any suit, action, investigation, claim or proceeding at its sole cost and expense, and LESSOR shall have the right, but not the obligation, to participate in the defense thereof, at LESSEE's expense, by counsel of LESSOR's choice; any such defense shall, however, be controlled by LESSOR. In the event that LESSEE

7.02 System Placed in Operation. Upon completion of a satisfactory inspection and on-the-air test, the system may be placed in operation. Once the system is placed in operation, it shall be operated and maintained in accordance with the highest standards of the communications industry. If the system subsequently causes harmful interference to LESSOR'S or LESSEE'S system, corrective action shall be initiated immediately. If the problems cannot be eliminated expeditiously, the system, or portion thereof, causing the problem may be required to be shut down until corrective action has been completed. LESSOR and LESSEE shall provide the name(s) and telephone number(s) of person(s) to be contacted who is/are authorized to take corrective action if harmful interference occurs because of its equipment.

7.03 LESSEE'S Rights to Improve the Premises. LESSEE shall at its sole cost and expense, have the right from time to time during its tenancy of the premises to:

- a. Improve the premises in a manner consistent with the purposes of this lease as set forth in Section 1.02, Uses, hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that plans for the construction or enlargement of any improvement shall be submitted to LESSOR in advance of such construction or enlargement and shall be subject to advance written approval by LESSOR. LESSOR will not unreasonably withhold such approval, and such approval shall not constitute approval of any radio or electronic equipment installed or to be installed by LESSEE, and shall not relieve LESSEE of the obligation of complying with any and all terms and conditions of this lease.
- b. Furnish, install, and use in, upon, and under, and to remove from the lease premises such wires, equipment and other property of whatsoever kind and nature as LESSEE deems necessary, consistent with the purpose of this lease as set forth in Section 1.02, Uses, hereof.
- c. Connect such wires and equipment to lines adjoining the premises. All work done by LESSEE on the premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and provided further that the premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

- 8.06 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.
- 8.07 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 8.08 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 8.09 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

STATE OF CALIFORNIA)
) ss.

COUNTY OF SAN DIEGO)

On January 31, 1991 before me, the undersigned, a Notary Public in and for
said State, personally appeared James L. Spotts known to me
to be the Property Director of
The City of San Diego and

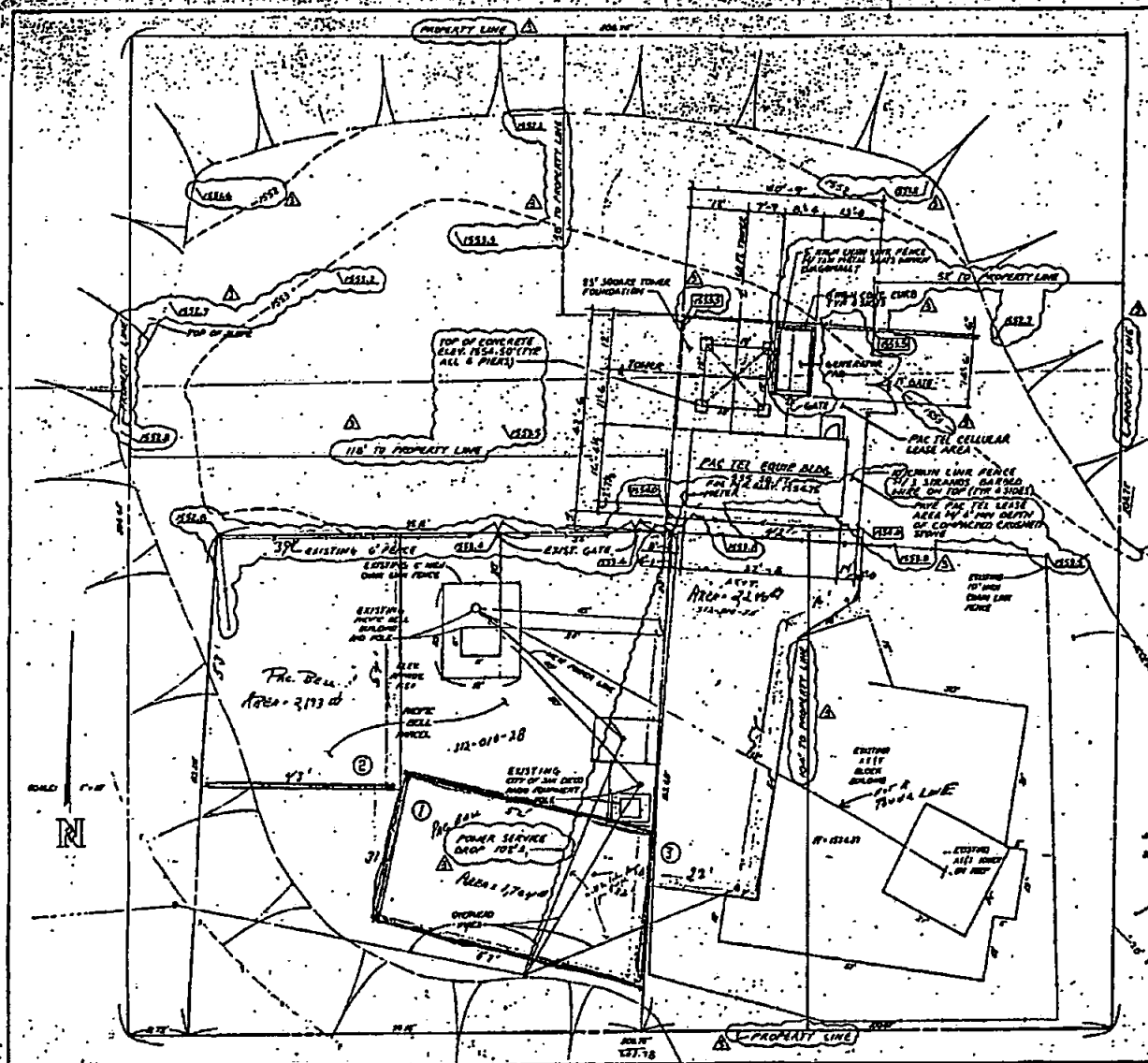
known to me to be the person who executed the within instrument on behalf of said public
corporation, agency or political subdivision, and acknowledged to me that such public
corporation, agency, or political subdivision executed the same.

WITNESS my hand and official seal.

Signature Lorna M. Murt
Lorna M. Murt

Name (Typed or Printed)





LEGEND

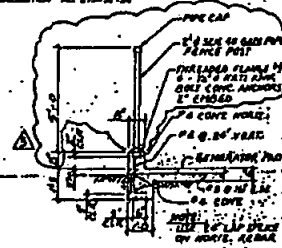
- INDICATES NEW FINISHED GRADE ELEVATION
INDICATES EXISTING GRADE 3' CUT ELEVATION
INDICATES EXISTING GRADE CONTOUR ELEVATION

LEGAL PERMISSION

A PORTION OF LOT 2 OF SECTION 9, TOWNSHIP 14 NORTH,
RANGE 2 WEST, SAN BENITO COUNTY, SAN JOSE MOUNTAIN, IN THE
CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

STATE DEPT OF EDUCATION, 601-25-25



TYPICAL SECTION:

CURD & GENERATOR PAD

PAC TEL Mobile Access P.O. Box 10707 Irvine, California 92714 (714) 552-2600		CD 1048 8
SITE PLAN		DETAILS
Approved By:	P1048 Site Description SDT	Date: 8-3-87
	P1048 Site Location BLACK MOUNTAIN	Drawing Number:

PROPOSED

MICROWAVE SITE FOR
PAC TEL CELLULAR
2355 HAWK STREET
ED. BOX 19707
IRVINE, CA 92713
714-553-6000

REMARKS BY THE CHAIRMAN

NO	REVISION	DATE
1	DELETED FROM DAK FOR	1-8-80
2	REVISED GEN PRO, NAME & BLDG LTR.	1-10-80
3	REVISED PLAN & SECTION, ADDED LTR AND	1-17-80

LOCATION: BLACK MOUNTAIN ROAD SHY DEER, CA :

NASLAND ENGINEERING

CIVIL ENGINEERING • STRUCTURES AND PLANNING CIVIL ENGINEERING DIV. • PLANNING DIVISION, U.S. ARMY WASHINGTON, D.C. 20315	
DIVISION OF WORK:	
PROJECT NO.: <u>W-100-1000</u> DRAWING NO.: <u>100-1000</u> DRAWING BY: <u>W-100-1000</u>	DATE: <u>100-1000</u> REVISION: <u>100-1000</u> BY: <u>W-100-1000</u>

BLACK MOUNTAIN, TENN.

(O-91-109)

ORDINANCE NUMBER O- 17592 (NEW SERIES)

ADOPTED ON JAN 28 1991

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PACIFIC BELL FOR THE LEASE OF APPROXIMATELY 1,704 SQUARE FEET OF BLACK MOUNTAIN.

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

Section 1. That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a 20-year lease agreement, with one 10-year renewal option, with PACIFIC BELL, for approximately 1,704 square feet of land on Black Mountain; at a rental rate of \$6,000 per year, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. 00-17592.

Section 2. That the expenditure of an amount not to exceed \$2,500 from CIP 333950 for lease costs from February 1, 1991, to June 30, 1991, is hereby authorized and approved.

Section 3. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

Passed and adopted by the Council of The City of San Diego on JAN 28 1991
by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Pratt, Bernhardt, Henderson, McCarty,
Filner, O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

(Seal)

City Clerk of The City of San Diego, California

By ELLEN BOVARD, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of ORDINANCE NO 0-17592 (New Series) of the City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar
days had elapsed between the day of its introduction and the day of its final
passage, to wit, on January 14, 1991, and on January 28, 1991.

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with
by a vote of not less than a majority of the members elected to the Council, and
that there was available for the consideration of each member of the Council and
the public prior to the day of its passage a written or printed copy of said
ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By Ellen Bovard, Deputy

(Seal)

APPROVED: JOHN W. WITT, City Attorney.

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
12/24/90
Or.Dept:Prop.
Job:220985
Aud.Cert:9100465
O-91-109
Form-o+t

Exhibit H: Equal Benefits Ordinance Certificate of Compliance

EXHIBIT

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:

Contact Name:

Company Address:

Contact Phone:

Contact Email:

CONTRACT INFORMATION

Contract Title:

Start Date:

Contract Number (if no number, state location):

End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- ☒ Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- ☒ Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- ☒ Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- ☒ Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- ☐ I affirm compliance with the EBO because my firm (*contractor must select one reason*):
 - ☐ Provides equal benefits to spouses and domestic partners.
 - ☐ Provides no benefits to spouses or domestic partners.
 - ☐ Has no employees.
 - ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- ☐ I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:

EBO Analyst:

☐ Approved

☐ Not Approved – Reason:

rev 02/15/2011