



CITY COUNCIL  
HOUSING AUTHORITY AND  
SUCCESSOR AGENCY TO THE EL CAJON  
REDEVELOPMENT AGENCY

Council Chamber  
200 Civic Center Way  
El Cajon, CA 92020

## Agenda NOVEMBER 13, 2018, 7:00 p.m.

Bill Wells, Mayor  
Gary Kendrick, Mayor Pro Tem  
Steve Goble, Councilmember  
Ben Kalasho, Councilmember  
Bob McClellan, Councilmember

Graham Mitchell, City Manager  
Vince DiMaggio, Assistant City Manager  
Morgan Foley, City Attorney  
Angela Aguirre, City Clerk

**CALL TO ORDER: Mayor Bill Wells**

**ROLL CALL: City Clerk Angela Aguirre**

**PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE**

**AGENDA CHANGES:**

**PUBLIC COMMENT:**

**At this time, any person may address a matter within the jurisdiction of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency that is not on the Agenda. Comments relating to items on today's docket are to be taken at the time the item is heard. State law prohibits discussion or action on items not on the Agenda; however, Council, Authority and Agency Members may briefly respond to statements or questions. An item may be placed on a future Agenda.**

## **PUBLIC HEARINGS:**

100. Wells Park Wireless Communication Facility Lease (Specific Plan No. 533 to Allow for a 70-foot Wireless Communications Facility)

### **RECOMMENDATION:**

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes public hearing;
3. Moves to ADOPT the next RESOLUTION, in order, APPROVING the California Environmental Quality Act Exemption;
4. Moves to ADOPT the next RESOLUTION, in order APPROVING Specific Plan No. 533; and
5. Moves to ADOPT the next RESOLUTION, in order, authorizing the City Manager to execute a Lease Agreement with Eco-Site, LLC.

**ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 13th day of November 2018, is adjourned to Tuesday, December 11, 2018, at 3:00 p.m.**



City Council  
Agenda Report

Agenda Item 100.

**DATE:** 11/13/2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Anthony Shute, Director of Community Development  
**SUBJECT:** Wells Park Wireless Communication Facility Lease (Specific Plan No. 533 to Allow for a 70-foot Wireless Communications Facility)

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**RECOMMENDATION:**

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes public hearing;
3. Moves to ADOPT the next RESOLUTION, in order, APPROVING the California Environmental Quality Act Exemption;
4. Moves to ADOPT the next RESOLUTION, in order APPROVING Specific Plan No. 533; and
5. Moves to ADOPT the next RESOLUTION, in order, authorizing the City Manager to execute a Lease Agreement with Eco-Site, LLC.

**PROJECT DESCRIPTION:**

This project seeks to establish a specific plan (SP) for a freestanding, 70-foot faux broadleaf wireless communication facility at Wells Park. The subject site is on the south side of East Madison Avenue between North First and Orlando Streets, addressed 1153 East Madison Avenue. The SP allows for a greater height than that of the underlying zone. The faux broadleaf is proposed within a 900 square foot lease area surrounded by a concrete masonry unit (CMU) wall, to match existing structures in the park. A 215 square foot CMU accessory structure is also proposed—to be installed by the applicant for use by the City for park maintenance, as partial consideration for the proposed lease. A lease agreement accompanies this request.

**BACKGROUND:**

<b>General Plan:</b>	Community Park
<b>Specific Plan:</b>	N/A
<b>Zone:</b>	RS-6 (Residential, Single-family, 6,000 square feet)
<b>Other City Plan(s):</b>	N/A
<b>Regional and State Plan(s):</b>	Gillespie Field Airport Land Use Compatibility Plan
<b>Notable State Law(s):</b>	N/A
<b>Applicant:</b>	Eco-Site/T-Mobile

### Project Site & Constraints

The 17.4-acre site is currently developed as a City community park. The park includes the following uses: parking area accessed by two driveways off East Madison Avenue, public restrooms, dog park, baseball field, and multiple accessory structures for park maintenance and programming. Further, the site includes pedestrian paths, landscaping, and there are a number of developed trees which reach 60 to 70 feet in height.

The baseball field, which includes 70-foot high light standards, occupies the south east area of the project site. The proposed freestanding wireless facility is centrally located adjacent to the baseball scorekeeper structure and restroom facilities. The proposed location will minimize the visual impact of the broadleaf monopole to the surrounding community.

### Surrounding Context

Wells Park is surrounded by multi-family residential developments including mobile home parks to the north and south and apartment buildings to the east and west. The Boys & Girls Club also operates a youth organization facility to the west. Properties surrounding the subject site are developed as follows:

<u>Direction</u>	<u>Zones</u>	<u>Land Uses</u>
North	RM-4300 & RS-6	Mobile Home Park & Single-family Residence
South	RM-2200	Apartments
East	RM-2200	Apartments
West	RM-2200	Mobile Home Park

### General Plan

The project site is designated Community Park (CP) in the General Plan. The CP designation is intended for primarily recreational purposes, in contrast to the intensity of an urban environment. The General Plan also establishes basic citywide goals and objectives, including Objective 13-1 which states that “El Cajon will solicit and encourage land uses and facilities which provide services on a region-wide basis.”

### Zoning Code

The subject property is zoned RS-6 (Residential, Single-family, 6,000 square feet). The RS-6 zone allows for wireless communication facilities upon approval of a conditional use permit, in conformance with El Cajon Municipal Code (ECMC) Chapter 17.245 (Wireless Communication Facilities). Chapter 17.245 identifies the specific plan (SP) as the mechanism to exceed the height limit of the underlying zone. In this case, the RS-6 zone has a height limitation of 35 feet. The SP is utilized as a more detailed development plan for a specific property than what is provided in the Zoning Code.

### DISCUSSION

The wireless facility has been designed as a broadleaf monopole antenna structure with a CMU wall enclosure, which matches the existing CMU structures at the park. The design proposal blends with the surrounding environment, given the number and variety of developed trees. Further, the height of the broadleaf monopole is obscured by existing 70-foot light standards which are directly adjacent. The placement of the facility further minimizes the visual impact since it is proposed at a central location within the park.



The wireless facility CMU wall will provide security for the broadleaf monopole and equipment, and will match the color and texture of existing CMU structures at the park. Lighting is also incorporated into the wall and accessory structure to ensure safety and security.

The 215 square foot CMU accessory structure is not part of the proposed lease area for the wireless communication facility. It is to be installed by the applicant for use by the City for maintenance at Wells Park, as partial consideration under the lease.

### *General Plan*

The proposed wireless facility will upgrade the existing wireless coverage for a large area of the City and provide enhanced service for wireless users. This is consistent with the General Plan goal to encourage land uses that provide services on a regional basis. In addition, the project is designed to maximize coverage and minimize visual impact, consistent with goals to improve the appearance of the City. The project will not negatively impact the enjoyment of Wells Park, consistent with the intent of the CP General Plan designation to provide recreational space outside the built urban environment.

### *Zoning*

The broadleaf monopole antenna structure is 70 feet tall where a maximum of 35 feet is permitted. ECMC Chapter 17.245 allows a project to exceed the height limit with approval of an SP. This proposal meets all other development and design standards including setbacks, screening, and placement to minimize visual impact. The photosimulations provide a visual depiction of the site from multiple viewpoints with the proposed broadleaf monopole. The proposed facility will blend into the surrounding park trees and be no taller than the tallest existing features at Wells Park.

### *Gillespie Field Airport Land Use Compatibility Plan*

The applicant will be required to provide a Federal Aviation Administration determination of no hazard to air navigation in compliance with Part 77 notice criteria or complete the appropriate self-certification agreement, pursuant to the Gillespie Field Airport Land Use Compatibility Plan.

### *Lease Agreement*

The Lease Agreement sets the terms for the approximately 900 square foot lease area within Wells Park. The initial rental term is 120 months with provisions for three, five-year renewal periods. During that time, the annual rent amount is \$36,500 (\$3,000 per month) and will increase by 2% on an annual basis.

### **PLANNING COMMISSION RECOMMENDATION:**

On November 6, 2018, the Planning Commission ("Commission") held a public hearing to consider the project. No public testimony was offered in favor or opposition to the project. After discussing the item, the Commission voted 4-0, with Commissioner Longoria absent, to adopt Resolution Nos. 10964 and 10965 recommending City Council approval.

## FINDINGS:

1. *The proposed specific plan and wireless communications facility serves the public interest.*

The proposed specific plan and wireless communications facility will provide expanded wireless coverage and signal strength for the surrounding area. Community members and public safety personnel increasingly rely on wireless communication as an important primary and secondary means of communication. The proposed project to improve wireless service is in the best interest of public convenience and necessity and will not have a negative impact on the physical environment, surrounding uses, or enjoyment of Wells Park.

2. *The proposed specific plan and wireless communications facility will systematically implement the city's general plan.*

The General Plan designates the site for use as a community park in contrast to the surrounding urban environment. The General Plan also identifies the importance of securing and providing quality regional services in the City. The proposed specific plan and wireless communications facility will ensure a high quality design which integrates the wireless communication facility with the surrounding park and minimizes visual impact, while providing upgraded wireless services to the broader community.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) according to section 15303, Class 3 (New Construction or Conversion of Small Structures) of the CEQA Guidelines. Section 15303 provides an exemption for new accessory appurtenant structures including new small equipment and facilities of less than 2,500 square feet. None of the exemption exceptions listed under CEQA Guidelines Section 15300.2 exist.

## PUBLIC NOTICE & INPUT:

In accordance with California Public Resources Code §§ 65352.3 – 65352.4, which require local governments to conduct meaningful consultation with Native American tribes prior to adoption of a specific plan, an invitation for consultation was sent to all tribes culturally affiliated with places or lands affected by the project on August 7, 2018. No requests for consultation have been received.

The notice of public hearing for this project was published in the East County Gazette and mailed on September 27, 2018, to all property owners within 300 feet of the project site and to anyone who requested such notice in writing, in compliance with Government Code Sections 65090, 65091, and 65092, as applicable. Additionally, as a public service, the notice was posted in the kiosk at City Hall and on the City's website. The notice was also mailed to the two public libraries in the City of El Cajon, located at 201 East Douglas Avenue and 576 Garfield Avenue. No public comments have been received.

## RECOMMENDATION:

The proposed wireless communication facility will serve the El Cajon community with improved wireless service. Further, the project design, placement, and features ensure minimal visual impact to the surrounding community and no impact to the enjoyment of Wells Park. The recommendation is for approval of the Wells Park wireless communication facility to the City Council.

**FISCAL IMPACT:**

The annual rent for the 900 square foot lease area is \$36,500 (\$3,000 per month) and increases by 2% on an annual basis. The 2% annual increase continues into subsequent renewal periods. Rent collected will be utilized for maintenance and programming of Wells Park.

Prepared By: Spencer Hayes, Assistant Planner

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

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**Attachments**

Public Hearing Notice/Location Map

Resolution Approving the CEQA Exemption

Resolution Approving Specific Plan No. 533

Resolution Approving the Lease Agreement with Eco-Site, LLC

PC Resolution 10964

PC Resolution 10965

Draft PC Minutes Excerpt

Aerial Photograph

Application and Disclosure Statement

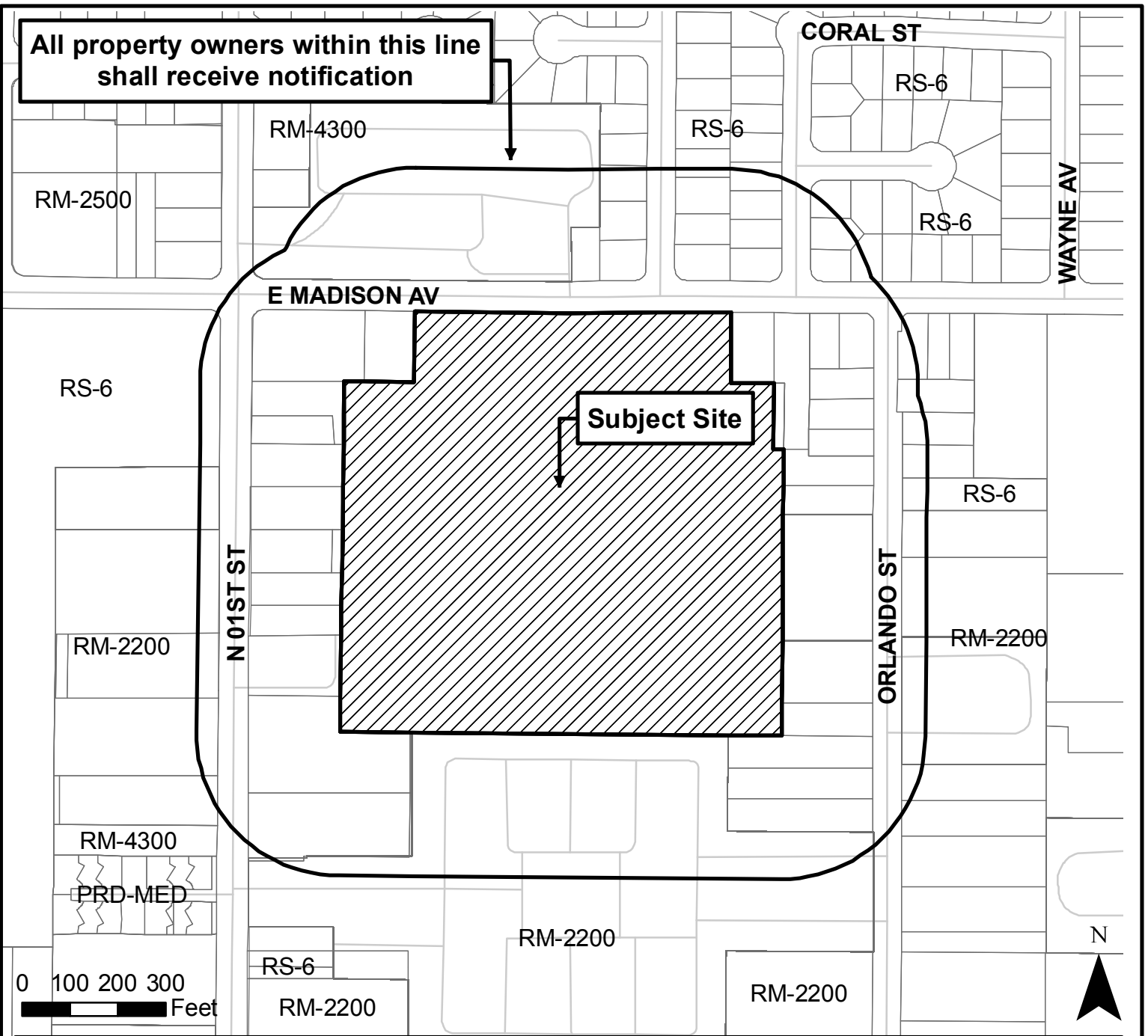
Photo-simulations

Plans and Elevations

Lease Agreement (Draft Redline)

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All property owners within this line shall receive notification



**NOTICE OF PROPOSED  
SPECIFIC PLAN FOR  
NEW WIRELESS COMMUNICATIONS FACILITY**

NOTICE IS HEREBY GIVEN that the El Cajon Planning Commission will hold a public hearing at **7:00 p.m., Tuesday, October 16, 2018**, and the El Cajon City Council will hold a public hearing at **7:00 p.m., Tuesday, November 13, 2018**, in the City Council Chambers, 200 Civic Center Way, El Cajon, CA, to consider:

**SPECIFIC PLAN NO. 533** as submitted by Eco-Site/T-Mobile, requesting a new wireless communications facility consisting of a stealth Broadleaf monopole at Wells Park. The City Council will also consider a lease agreement for the use of Wells Park as part of this project. The subject property is addressed as 1153 East Madison Avenue. This project is exempt from the California Environmental Quality Act (CEQA).

The public is invited to attend and participate in these public hearings. The agenda reports for this project will be available 72 hours prior to the meeting for Planning Commission and City Council at [www.cityofelcajon.us/your-government/city-meetings-with-agendas-and-minutes-all](http://www.cityofelcajon.us/your-government/city-meetings-with-agendas-and-minutes-all). In an effort to reduce the City's carbon footprint, paper copies will not be provided at the public hearings, but will be available at the Project Assistance Center and City Clerk counters upon request.

If you challenge the matter in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or in written correspondence delivered to the Commission or Council at, or prior to, the public hearings. The City of El Cajon encourages the participation of disabled individuals in the services, activities, and programs provided by the City. Individuals with disabilities who require reasonable accommodation in order to participate in the public hearing should contact Planning at 619.441.1742. More information about planning and zoning in El Cajon is available at [www.cityofelcajon.us/your-government/departments/community-development/planning-division](http://www.cityofelcajon.us/your-government/departments/community-development/planning-division).

If you have any questions, or wish any additional information, please contact **SPENCER HAYES** at 619.441.1656 or via email at [shayes@cityofelcajon.us](mailto:shayes@cityofelcajon.us) and reference "Wells Wireless" in the subject line.

RESOLUTION NO. \_\_\_-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON APPROVING CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION 15303 (NEW CONSTRUCTION) FOR SPECIFIC PLAN NO. 533 FOR A NEW WIRELESS COMMUNICATION FACILITY ON THE SOUTH SIDE OF EAST MADISON AVENUE IN THE RS-6 (RESIDENTIAL, SINGLE-FAMILY, 6,000 SQUARE FOOT) ZONE; APN NO. 489-140-63; GENERAL PLAN DESIGNATION: COMMUNITY PARK (CP)

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on November 6, 2018, to consider Specific Plan No. 533 for a freestanding wireless communication facility at the property on the south side of East Madison Avenue between North First Street and Orlando Street, and addressed 1153 East Madison Avenue, which is in the Residential, Single-family, 6,000 square foot (RS-6) zone; and

WHEREAS, in accordance with CEQA Guidelines section 15061(b)(2), and prior to making a recommendation to the City Council, the Planning Commission reviewed and considered the information contained in the project staff report; and

WHEREAS, it is proposed that the project is exempt from CEQA under section 15303 (New Construction) of CEQA Guidelines, which allows for new accessory appurtenant structures including new small equipment facilities of less than 2,500 square feet, as the record of proceedings contains evidence to support the determination that the Class 3 Categorical Exemption applies;

WHEREAS, no evidence was presented in proceedings that any of the conditions exist to provide exceptions to categorical exemptions as described in CEQA Guidelines section 15300.2, exist; and

WHEREAS, after considering evidence and facts, the Planning Commission did consider the proposed CEQA Categorical Exemption, section 15303 as presented at its meeting; and

WHEREAS, after considering evidence and facts, the City Council did consider the proposed Categorical Exemptions, sections 15180 and 15332 as presented at its meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE EL CAJON CITY COUNCIL AS FOLLOWS:

Section 1. That the foregoing recitals are true and correct, and are findings of fact of the El Cajon City Council in regard to the proposed exemption for the Wells Park wireless communication facility.

Section 2. The El Cajon City Council hereby further finds that the record in this proceeding includes evidence to support the following:

- A. The proposed specific plan and construction of a wireless communications facility will provide expanded wireless coverage and signal strength for the surrounding area. Community members and public safety personnel increasingly rely on wireless communication as an important primary and secondary means of communication. The proposed project to improve wireless service is in the best interest of public convenience and necessity and will not have a negative impact on the physical environment, surrounding uses, or enjoyment of Wells Park;
- B. The General Plan designates the site for use as a community park in contrast to the surrounding urban environment. The General Plan also identifies the importance of securing and providing quality regional services in the City. The proposed specific plan and construction of a wireless communications facility will ensure a high quality design which integrates the wireless communication facility with the surrounding park and minimizes visual impact, while providing upgraded wireless services to the broader community.

Section 3. That based upon said findings of fact, the El Cajon City Council hereby approves the proposed CEQA exemptions for Specific Plan No. 533.

RESOLUTION NO. \_\_-18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON  
APPROVING SPECIFIC PLAN NO. 533 FOR A NEW WIRELESS  
COMMUNICATION FACILITY ON THE SOUTH SIDE OF EAST  
MADISON AVENUE IN THE RS-6 (RESIDENTIAL, SINGLE-FAMILY,  
6,000 SQUARE FOOT) ZONE; APN NO. 489-140-63; GENERAL PLAN  
DESIGNATION: COMMUNITY PARK (CP)

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on November 6, 2018, to consider Specific Plan No. 533 for a freestanding wireless communication facility at the property on the south side of East Madison Avenue between North First Street and Orlando Street, and addressed 1153 East Madison Avenue, which is in the Residential, Single-family, 6,000 square foot (RS-6) zone; and

WHEREAS, the El Cajon Planning Commission determined that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) according to section 15303 (New Construction) of the CEQA Guidelines; and

WHEREAS, at the public hearing the Planning Commission received evidence through public testimony and comment, in the form of verbal and written communications and reports prepared and presented to the Planning Commission, including (but not limited to) evidence such as the following:

- A. The proposed specific plan will provide expanded wireless coverage and signal strength for the surrounding area. Community members and public safety personnel increasingly rely on wireless communication as an important primary and secondary means of communication. The proposed project to improve wireless service is in the best interest of public convenience and necessity and will not have a negative impact on the physical environment, surrounding uses, or enjoyment of Wells Park;
- B. The General Plan designates the site for use as a community park in contrast to the surrounding urban environment. The General Plan also identifies the importance of securing and providing quality regional services in the City. The proposed specific plan will ensure a high quality design which integrates the wireless communication facility with the surrounding park and minimizes visual impact, while providing upgraded wireless services to the broader community.

WHEREAS, the Planning Commission adopted Resolution No. 10965 recommending City Council approval of Specific Plan No. 533 for a freestanding wireless communication facility in the RS-6 zone on the above described property, subject to conditions; and

WHEREAS, the City Council reviewed and considered the proposed Specific Plan No. 533; and

WHEREAS, the City Council held a duly advertised public hearing on November 13, 2018, to consider Specific Plan No. 533, and received evidence through public testimony and comment, in the form of verbal and written communications and reports; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

Section 1. That the foregoing recitals are true and correct, and are findings of fact of the El Cajon City Council in regard to Specific Plan No. 533.

Section 2. That based upon said findings of fact, the El Cajon City Council hereby approves Specific Plan No. 533 for a freestanding wireless communication facility in the RS-6 zone.

11/13/2018 CC Agenda

SP 533 – Wells Park Wireless Communication Facility



RESOLUTION NO. \_\_\_-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON  
APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF EL  
CAJON AND ECO-SITE LLC.

WHEREAS, the City of El Cajon (the "City") owns and operates Wells Park located on the south side of East Madison Avenue between North First and Orlando Streets, and addressed 1153 East Madison Avenue; and

WHEREAS, Eco-Site, LLC (Eco-Site) has requested approval of a lease agreement for utilization of approximately 900 square feet of City-owned property to install and operate a wireless communication facility consisting of a faux broadleaf monopole; and

WHEREAS, the City and the Eco-Site now wish to enter in a Lease Agreement whereby the lessee will agree to develop and operate a wireless communication facility at the subject site and the City will agree to the lease of City-owned property for this purpose; and

WHEREAS, in exchange for use of the City-owned property, the proposed Lease Agreement requires Eco-Site to (1) pay the City \$36,500 per year in rent, with a rental rate increase of two percent (2%) each year, with an initial term of 120 months and provisions for renewal terms of three (3) successive five-year periods; and construct a 215 square foot concrete masonry unit accessory structure outside the lease area for the City's exclusive use; and

WHEREAS, the City Council believes it to be in the City's best interests to enter into a Lease Agreement with Eco-Site for the utilization of the lease area as a wireless communication facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby approves the execution of a proposed Lease Agreement for utilization of approximately 900 square feet of City-owned property for utilization as a wireless communication facility, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager or designee.
3. The City Manager, or his designee, and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of El Cajon.

4. The City Manager, or his designee, is hereby further authorized to execute, and the City Clerk is hereby authorized to attest to City Manager's or designee's signature, such amendments to the Agreement as may be necessary to approve any renewal terms of the Lease Agreement as contemplated therein, and to make such other changes as may be necessary, in the determination of the City Manager or his designee, to implement the Agreement in the best interest of the City.

11/13/2018

Wells Park Wireless Communication Facility – DDA

PLANNING COMMISSION RESOLUTION NO. 10964

A RESOLUTION RECOMMENDING CITY COUNCIL APPROVAL OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION 15303 (NEW CONSTRUCTION) FOR SPECIFIC PLAN NO. 533 FOR A NEW WIRELESS COMMUNICATION FACILITY ON THE SOUTH SIDE OF EAST MADISON AVENUE IN THE RS-6 (RESIDENTIAL, SINGLE-FAMILY, 6,000 SQUARE FOOT) ZONE; APN NO. 489-140-63; GENERAL PLAN DESIGNATION: COMMUNITY PARK (CP).

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on November 6, 2018, to consider Specific Plan No. 533 for a freestanding wireless communication facility at the property on the south side of East Madison Avenue between North First Street and Orlando Street, and addressed 1153 East Madison Avenue, which is in the Residential, Single-family, 6,000 square foot (RS-6) zone; and

WHEREAS, in accordance with CEQA Guidelines Section 15061(b)(2), and prior to making a recommendation to the City Council, the Planning Commission reviewed and considered the information contained in the project staff report; and

WHEREAS, it is proposed that the project is exempt from CEQA under Section 15303 (New Construction) of CEQA Guidelines, which allows for new accessory appurtenant structures including new small equipment facilities of less than 2,500 square feet, as the record of proceedings contains evidence to support the determination that the Class 3 Categorical Exemption applies;

WHEREAS, no evidence was presented in proceedings that any of the conditions exist to provide exceptions to categorical exemptions as described in CEQA Guidelines Section 15300.2, exist; and

WHEREAS, after considering evidence and facts, the Planning Commission did consider the proposed CEQA Categorical Exemption, Section 15303 as presented at its meeting; and

NOW, THEREFORE, BE IT RESOLVED by the El Cajon Planning Commission as follows:

Section 1. That the foregoing recitals are true and correct, and are findings of fact of the El Cajon Planning Commission in regard to the proposed exemption for the Wells Park wireless communication facility.

Section 2. The El Cajon Planning Commission hereby further finds that the record in this proceeding includes evidence to support the following:

- A. The proposed specific plan will provide expanded wireless coverage and signal strength for the surrounding area. Community members and public safety personnel increasingly rely on wireless communication as an important primary and secondary means of communication. The proposed project to improve wireless service is in the best interest of public convenience and necessity and will not have a negative impact on the physical environment, surrounding uses, or enjoyment of Wells Park;
- B. The General Plan designates the site for use as a community park in contrast to the surrounding urban environment. The General Plan also identifies the importance of securing and providing quality regional services in the City. The proposed specific plan will ensure a high quality design which integrates the wireless communication facility with the surrounding park and minimizes visual impact, while providing upgraded wireless services to the broader community.

Section 3. That based upon said findings of fact, the El Cajon Planning Commission hereby RECOMMENDS City Council APPROVAL of the proposed CEQA exemptions for Specific Plan No. 533.


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PASSED AND ADOPTED by the El Cajon Planning Commission at a regular meeting held November 6, 2018, by the following vote:

AYES:	CIRCO, MROZ, SOTTILE, TURCHIN
NOES:	NONE
ABSENT:	LONGORIA

  
\_\_\_\_\_  
Paul CIRCO, Chair

ATTEST:

  
\_\_\_\_\_  
Anthony SHUTE, AICP, Secretary

PLANNING COMMISSION RESOLUTION NO. 10965

A RESOLUTION RECOMMENDING CITY COUNCIL APPROVAL SPECIFIC PLAN NO. 533 FOR A NEW WIRELESS COMMUNICATION FACILITY ON THE SOUTH SIDE OF EAST MADISON AVENUE IN THE RS-6 (RESIDENTIAL, SINGLE-FAMILY, 6,000 SQUARE FOOT) ZONE; APN NO. 489-140-63; GENERAL PLAN DESIGNATION: COMMUNITY PARK (CP).

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on November 6, 2018, to consider Specific Plan No. 533 for a freestanding wireless communication facility at the property on the south side of East Madison Avenue between North First Street and Orlando Street, and addressed 1153 East Madison Avenue, which is in the Residential, Single-family, 6,000 square foot (RS-6) zone; and

WHEREAS, the El Cajon Planning Commission determined that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) according to Section 15303 (New Construction) of the CEQA Guidelines; and

WHEREAS, at the public hearing the Planning Commission received evidence through public testimony and comment, in the form of verbal and written communications and reports prepared and presented to the Planning Commission, including (but not limited to) evidence such as the following:

- A. The proposed specific plan will provide expanded wireless coverage and signal strength for the surrounding area. Community members and public safety personnel increasingly rely on wireless communication as an important primary and secondary means of communication. The proposed project to improve wireless service is in the best interest of public convenience and necessity and will not have a negative impact on the physical environment, surrounding uses, or enjoyment of Wells Park;
- B. The General Plan designates the site for use as a community park in contrast to the surrounding urban environment. The General Plan also identifies the importance of securing and providing quality regional services in the City. The proposed specific plan will ensure a high quality design which integrates the wireless communication facility with the surrounding park and minimizes visual impact, while providing upgraded wireless services to the broader community.

NOW, THEREFORE, BE IT RESOLVED that based upon said findings of fact stated above, the El Cajon Planning Commission hereby RECOMMENDS CITY COUNCIL APPROVAL of Specific Plan No. 533 for a freestanding wireless

communication facility in the RS-6 zone on the above described property, subject to the following conditions:

**Planning**

1. Prior to the issuance of building permits:
  - a) The applicant shall submit a revised digital copy of the site plan to Planning which includes notes required by Planning and Engineering as described below.
  - b) The applicant shall provide a Federal Aviation Administration determination of no hazard to air navigation in compliance with Part 77 notice criteria or complete a self-certification agreement.
2. The applicant shall comply with all applicable conditions listed on the Standard Conditions of Development attached to this resolution.
3. The following are ongoing conditions of approval for this specific plan and shall be noted on the SP site plan under the heading "Ongoing Conditions of Approval":
  - a) Mechanical equipment shall comply with the noise standards provide in ECMC section 17.115.130(C).
  - b) The wireless communications facility shall be maintained in good condition and free from trash, debris, and graffiti and any other form of vandalism. Any damaged wireless communications facilities or equipment shall be repaired as soon as reasonably possible so as to minimize dangerous conditions or visual blight.
  - c) An annual statement that the wireless communications facility conforms to the current FCC safe exposure standards shall be submitted to the department of community development.
  - d) The wireless facility shall be constructed as indicated on the plans and elevations approved by the Planning Commission. Construction plans shall reflect the materials and colors approved by the Planning Commission and City Council.
  - e) The Planning Commission may at any time during the life of this use permit, after holding a properly noticed public hearing, at which time the applicant may appear and object under applicable law to any potential revocation or modification of the conditions of approval, and after considering testimony as to the operation of the approved use, revoke the permit, or modify the permit with any additional conditions as it deems

necessary, to ensure that the approved use continues to be compatible with surrounding properties and continues to be operated in a manner that is in the best interest of public convenience and necessity and will not be contrary to the public health, safety or welfare.

- f) The existence of this conditional use permit shall be recorded with the County Recorder.
- g) The proposed use shall be operated substantially as presented in the Planning Commission staff report titled Specific Plan No. 533, dated October 16, 2018, except as modified by this resolution. Operation of the use in violation of the conditions of approval is grounds for revocation.
- h) The wireless communication facility shall remain free of any advertising.

### **Building and Fire Safety Conditions**

- 1. Comply with currently adopted edition of the California Building Code, California Fire Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and Green Building Standard Code.
- 2. A Building permit is required for this project.
- 3. A licensed design professional is required for this project.
- 4. Please be advised that a separate electrical meter will likely be required to power the cell site equipment. Please consult with SDG&E as well as the City of El Cajon about where this power will be taken and meter location.

### **Engineering and Storm Water Conditions**

- 1. Add the following notes to the SP No. 533 site plan and implement the Best Management Practices as a condition to the SP:
  - a) *"All operations shall comply with the City's Jurisdictional Runoff Management Program (JRMP) and the City's Storm Water Ordinance (Municipal Code 13.10 and 16.60) to minimize or eliminate discharges of pollutants to the storm drain system. Operations shall include implementation of Best Management Practices (BMPs) as follows:*
  - b) *Only rain is permitted to enter the storm drain system. Discharges (direct or by conveyance) of trash, debris, or wastewater (including washing fluids) to the storm drain system, which includes City streets and gutters, are strictly prohibited.*
  - c) *For these requirements on this Planning Action please refer to the Conditions of Approval. This Site Plan may not clearly show existing or proposed improvements*



*in the public right-of-way and should not be used for public improvement construction purposes.”*

2. Storm Water requirements and comments, to be completed prior to the issuance of building permits:

- a) In accordance with the City’s lot grading ordinance, no grading or soil disturbance, including clearing of vegetative matter and demolition activities, shall be done until all necessary environmental clearances are secured and an Erosion Control Plan (ECP) has been reviewed and approved by Engineering.
- b) The ECP shall control sediment and pollution and be in compliance with the City’s 2015 Jurisdictional Runoff Management Plan (JRMP). The plan should show measures to ensure that pollutants and runoff from the development are reduced to the maximum extent practicable.

Note: Failure to comply with or implement SP conditions is considered a violation of the City’s JRMP and may result in a citation with monetary fines, criminal charges, and/or revocation of permit.


[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED by the El Cajon Planning Commission at a regular meeting held November 6, 2018, by the following vote:

AYES:	CIRCO, MROZ, SOTTILE, TURCHIN
NOES:	NONE
ABSENT:	LONGORIA

  
\_\_\_\_\_  
Paul CIRCO, Chair

ATTEST:

  
\_\_\_\_\_  
Anthony SHUTE, AICP, Secretary

**EXCERPT FROM THE DRAFT MINUTES OF THE  
EL CAJON PLANNING COMMISSION MEETING**

**November 6, 2018**

<b>Agenda Item:</b>	<b>3</b>
<b>Project Name:</b>	<b>Wells Park Wireless Communication Facility</b>
<b>Request:</b>	<b>Freestanding faux broadleaf wireless communication facility and accessory structure</b>
<b>CEQA Recommendation:</b>	<b>Exempt</b>
<b>STAFF RECOMMENDATION:</b>	<b>RECOMMEND CITY COUNCIL APPROVAL</b>
<b>Project Number(s):</b>	Specific Plan (SP) No. 533
<b>Location:</b>	1153 E Madison Avenue; South side of E Madison Avenue between North 1 <sup>st</sup> and Orlando Streets
<b>Applicant:</b>	Eco-Site/T-Mobile
<b>Project Planner:</b>	Spencer Hayes; 619-441-1656; shayes@cityofelcajon.us
<b>City Council Hearing Required?</b>	Yes   November 13, 2018
<b>Recommended Actions:</b>	<ol style="list-style-type: none"> <li>1. Conduct the public hearing; and</li> <li>2. MOVE to adopt the next resolutions in order recommending City Council approval of the proposed CEQA exemption and specific plan, subject to conditions.</li> </ol>

HAYES provided a PowerPoint presentation, and noted that staff was recommending that the Planning Commission adopt the proposed resolution recommending City Council approval of the Specific Plan.

No one spoke in favor or opposition to the application.

Motion was made by CIRCO, seconded by SOTTILE, to close the public hearing; carried 4-0 (LONGORIA, absent).

CIRCO stated the faux broadleaf facility will blend in.

Motion was made by SOTTILE, seconded by TURCHIN, to adopt the next Resolutions in order recommending City Council approval of CEQA exemption and approval of Specific Plan No. 533 for a new wireless communication facility on the south side of East Madison Avenue in the RS-6 zone, and subject to conditions; carried 4-0 (LONGORIA, absent).

This item has been joint-noticed for the City Council meeting at 7 p.m., November 13, 2018.

Aerial Image  
1153 East Madison Avenue







Project Assistance Center  
Planning Group  
**PLANNING PERMIT APPLICATION**

**Type of Planning Permit(s) Requested**

- |                              |   |                              |                              |                              |                              |
|------------------------------|---|------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> AZP | <input checked="" type="checkbox"/> CUP | <input type="checkbox"/> LLA | <input type="checkbox"/> PRD | <input type="checkbox"/> PUD | <input type="checkbox"/> SDP |
| <input type="checkbox"/> SP  | <input type="checkbox"/> SCR            | <input type="checkbox"/> TPM | <input type="checkbox"/> TSM | <input type="checkbox"/> VAR | <input type="checkbox"/> ZR  |

Other: \_\_\_\_\_

**Applicant Information** (the individual or entity proposing to carry out the project; not for consultants)

Company Name: Eco-Site / T-Mobile (Site ID: SD06310)

Contact Name: N/A

Address: 1153 E. Madison Avenue, El Cajon, CA 92020 (legal description attached herein)

Phone: N/A Email: N/A

Interest in Property:  Own  Lease  Option

**Project Representative Information** (if different than applicant; consultant information here)

Company Name: EBI Consulting

Contact Name: Jacqueline R. Zirbes License: \_\_\_\_\_

Address: 23151 Bigler Street, Woodland Hills, CA 91364

Phone: 818-859-4119 Email: jackie\_zirbes@yahoo.com

**Property Owner Information** (if different than applicant)

Company Name: City of El Cajon

Contact Name: Graham Mitchell

Address: 200 Civic Center Way El Cajon, CA 92020

Phone: N/A Email: GMitchell@cityofelcajon.us

**Project Location**

Parcel Number (APN): 760-237-64-00

Address: 1153 E. Madison Avenue, El Cajon, CA 92020 (legal description attached herein)

Nearest Intersection: E. Madison Ave. and N. 1st St.

**Project Description (or attach separate narrative)**

WTF - New Build - Mono Broadleaf

Proposed Enclosure area 30' x 30' (900 sq ft) w/ 10' CMU Wall

Top of Mono Broadleaf - 70'

**Hazardous Waste and Substances Statement**

Section 65962.5(f) of the State of California Government Code requires that before the City of El Cajon accepts as complete an application for any discretionary project, the applicant submit a signed statement indicating whether or not the project site is identified on the State of California Hazardous Waste and Substances Sites List. This list identifies known sites that have been subject to releases of hazardous chemicals, and is available at <http://www.calepa.ca.gov/sitecleanup/corteselist/>. Check the appropriate box and if applicable, provide the necessary information:

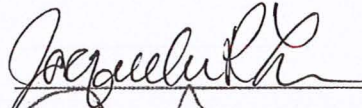
The development project and any alternatives proposed in this application:

is/are NOT contained on the lists compiled pursuant to Government Code Section 65962.5.

is/are contained on the lists compiled pursuant to Government Code Section 65962.5.

If yes, provide Regulatory Identification Number: \_\_\_\_\_ Date of List: \_\_\_\_\_

**Authorization**

Applicant Signature<sup>1</sup>:  Date: 4-17-2018

Property Owner Signature<sup>2</sup>:  Date: 3-20-18

- Applicant's Signature:** I certify that I have read this application and state that the above information is correct, and that I am the property owner, authorized agent of the property owner, or other person having a legal right, interest, or entitlement to the use of the property that is the subject of this application. I understand that the applicant is responsible for knowing and complying with the governing policies and regulations applicable to the proposed development or permit. The City is not liable for any damages or loss resulting from the actual or alleged failure to inform the applicant of any applicable laws or regulations, including before or during final inspections. City approval of a permit application, including all related plans and documents, is not a grant of approval to violate any applicable policy or regulation, nor does it constitute a waiver by the City to pursue any remedy, which may be available to enforce and correct violations of the applicable policies and regulations. I authorize representatives of the City to enter the subject property for inspection purposes.
- Property Owner's Signature:** If not the same as the applicant, property owner must also sign. A signed, expressed letter of consent to this application may be provided separately instead of signing this application form. By signing, property owner acknowledges and consents to all authorizations, requirements, conditions and notices described in this application. Notice of Restriction: property owner further acknowledges and consents to a Notice of Restriction being recorded on the title to their property related to approval of the requested permit. A Notice of Restriction runs with the land and binds any successors in interest.





### Disclosure Statement

This statement is intended to identify and avoid potential conflicts of interest that may exist between the project proponents and the decision makers; including City staff, Planning Commissioners, and City Council members.

The following information must be disclosed:

1. List the names and addresses of all persons having a financial interest in the application.

<u>T-Mobile</u>	<u>City of El Cajon</u>
_____	_____
_____	_____

List the names and address of all persons having any ownership interest in the property involved.

<u>T-Mobile</u>	<u>City of El Cajon</u>
_____	_____
_____	_____

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names and addresses of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

_____	_____
_____	_____

3. If any person identified pursuant to (1) above is a trust, list the name and address of any person serving as trustee or beneficiary or trustor of the trust.

_____	_____
_____	_____

4. Have you or your agents transacted more than \$500.00 worth of business with any member of City staff, Boards, Commissions, Committees and Council within the past 12 months or \$1,000.00 with the spouse of any such person? Yes \_\_\_\_\_ No

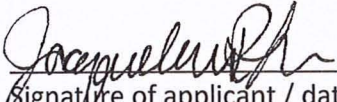
If yes, please indicate person(s), dates, and amounts of such transactions or gifts.

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"Person" is defined as "Any individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, and any other organization or group of persons acting in concert." Gov't Code §82047.

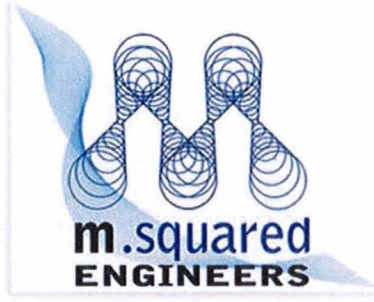
  
Signature of applicant / date

4-17-18

Jacqueline Zirbes  
Print or type name of applicant

NOTE: Attach appropriate names on additional pages as necessary.

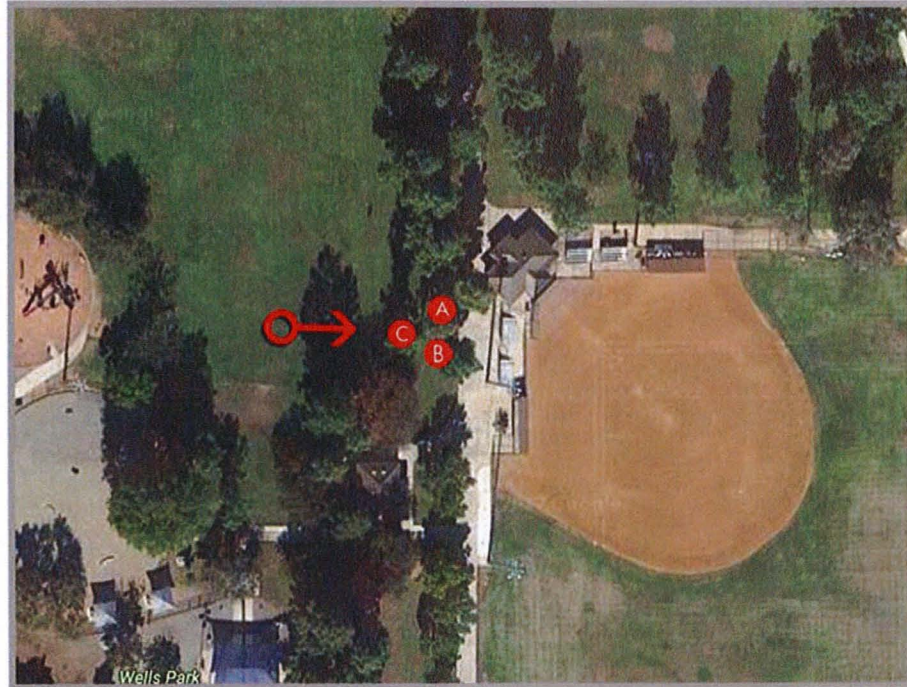




# CA-0045

1153 E MADISON AVE EL CAJON, CA 92020

# Eco-Site<sup>®</sup>



LOCATION

@2016 Google Maps



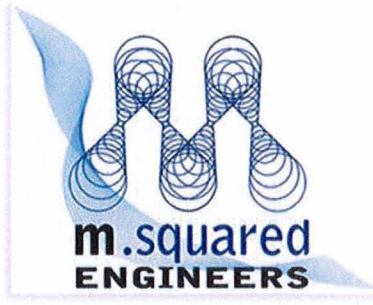
EXISTING



PROPOSED

LOOKING EAST FROM FIELD ADJACENT NORTH 1ST ST

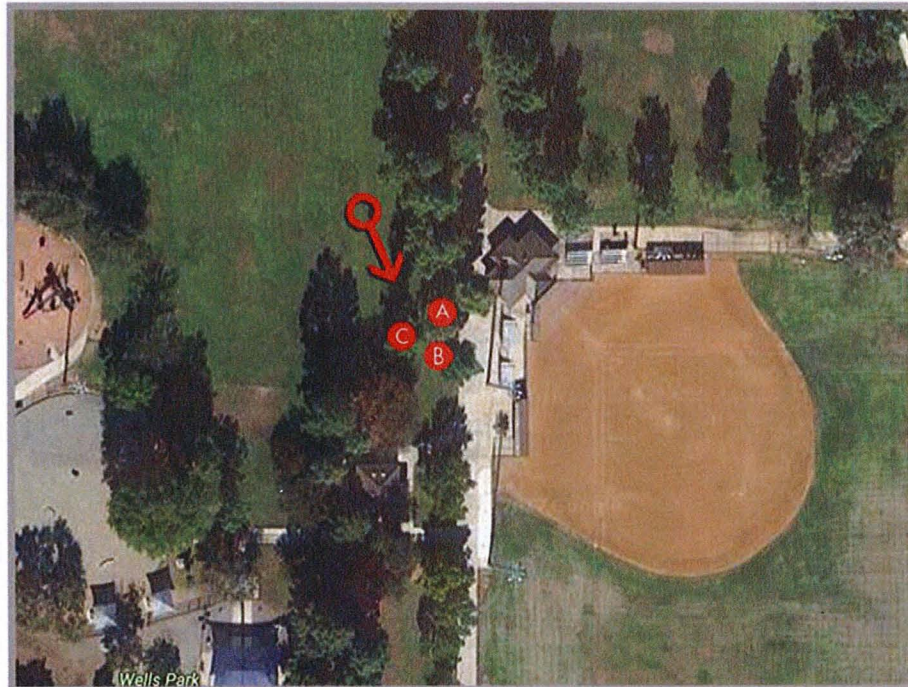




# CA-0045

1153 E MADISON AVE EL CAJON, CA 92020

# Eco-Site<sup>®</sup>



LOCATION

@2016 Google Maps



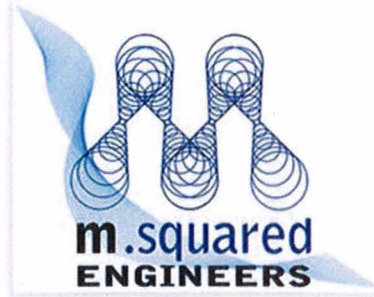
EXISTING



PROPOSED

LOOKING SOUTHEAST FROM FIELD ADJACENT EAST MADISON AVE

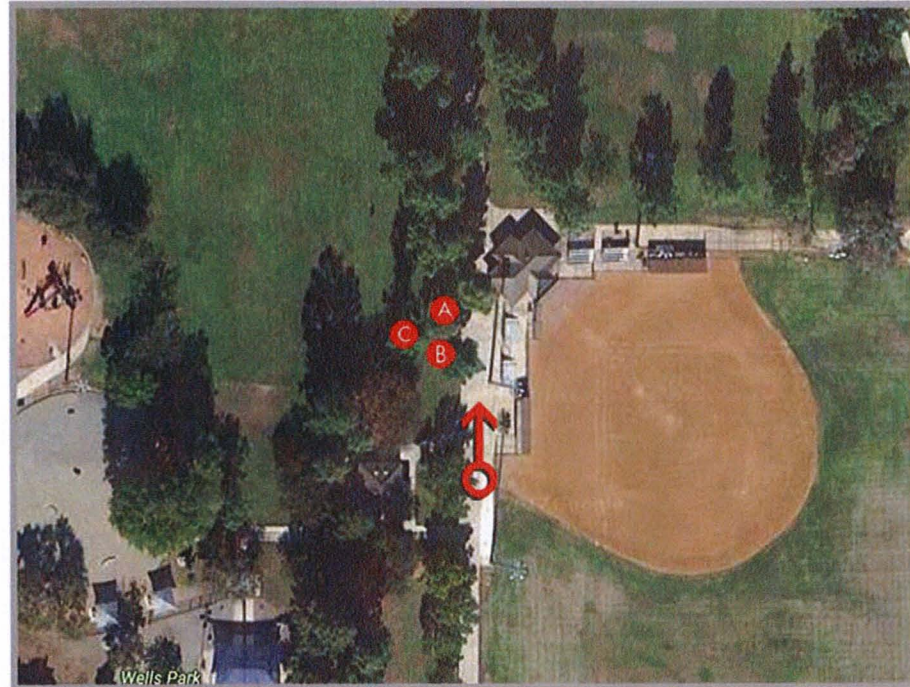




# CA-0045

1153 E MADISON AVE EL CAJON, CA 92020

# Eco-Site<sup>®</sup>



LOCATION

@2016 Google Maps



EXISTING



PROPOSED

LOOKING NORTH FROM WALKWAY



- 1 (E) BUILDING ROOFTOP, TYP.
- 2 (E) PARKING LOT, TYP.
- 3 (E) CONCRETE WALKWAY
- 4 (E) TREE TO REMAIN, TYP.
- 5 PROPOSED UNDERGROUND FIBER TRENCH FROM (E) UTILITY POLE (±595'-0")
- 6 PROPOSED UNDERGROUND POWER TRENCH FROM (E) TRANSFORMER (±350'-0")
- 7 (E) BASEBALL PARK
- 8 PROPOSED T-MOBILE LEASE AND GROUND EQUIPMENT AREA
- 9 PROPOSED 14'-8" x 14'-8" PARK MAINTENANCE STORAGE STRUCTURE (±215 SQ FT) WITH 10'-0" CMU WALL & STANDING SEAM SLOPED METAL ROOF TO MATCH EXISTING ADJACENT PARK STRUCTURES
- 10 PROPOSED ECO-SITE MONO-BROADLEAF
- 11 PROPOSED ECO-SITE EQUIPMENT ENCLOSURE LEASE AREA 30'-0" x 30'-0" (±900 SQ FT) W/ 10'-0" CMU WALL TO MATCH EXISTING ADJACENT PARK STRUCTURES
- 12 (E) TREE TO BE REMOVED (TYPICAL OF 1)
- 13 (E) FIELD LIGHT, TYP.
- 14 CENTERLINE OF 10'-0" WIDE PROPOSED ACCESS AND UTILITY EASEMENT
- 15 CENTERLINE OF PUBLIC UTILITY, INGRESS, EGRESS EASEMENT

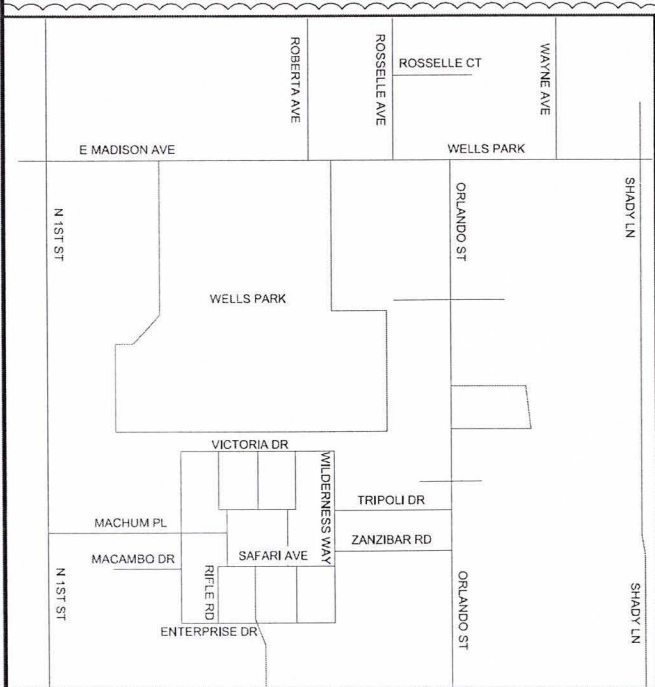
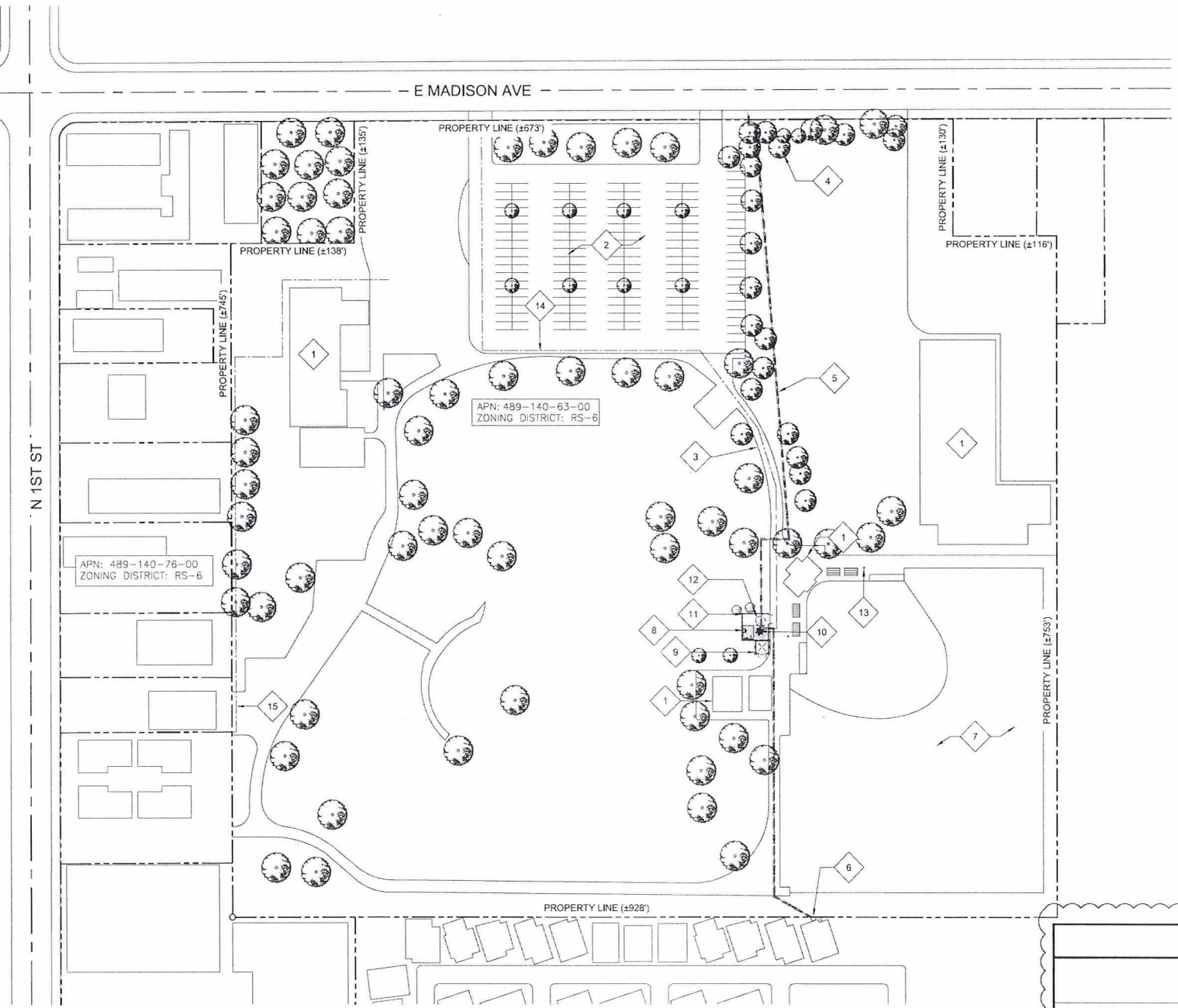
**KEYNOTES:**

**NOTES:**

- THE WIRELESS COMMUNICATION FACILITY COMPLIES WITH FEDERAL STANDARDS FOR RADIO FREQUENCY IN ACCORDANCE WITH THE TELECOMMUNICATION ACT OF 1996 AND SUBSEQUENT AMENDMENTS AND ANY OTHER REQUIREMENTS IMPOSED BY STATE OR FEDERAL REGULATORY AGENCIES.
- NO EXISTING PARKING STALLS ARE BEING ADDED OR REMOVED AS PART OF THE PROPOSED INSTALLATION.
- THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, SETBACKS, AND EXISTING CONDITIONS ARE APPROXIMATE AND SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION.

**DISCLAIMER:**

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**VICINITY MAP** 24"x36" SCALE: NTS 11"x17" SCALE: NTS **1**

**SITE PLAN** 24"x36" SCALE: 1/8" = 1'-0" 11"x17" SCALE: 1/4" = 1'-0" **2**

CITY OF EL CAJON

PERMIT NO. \_\_\_\_\_

APPLICANT: \_\_\_\_\_

ASSESSOR PARCEL NO(S): \_\_\_\_\_

REQUEST: \_\_\_\_\_

PC RESOLUTION NO. \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

CC RESOLUTION NO. \_\_\_\_\_ DATE: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**Eco-Site**  
 240 LEIGH FARM RD, SUITE 415  
 DURHAM, NC 27707

**EBI Consulting**  
 environmental | engineering | due diligence  
 21 B STREET  
 BURLINGTON, MA 01803  
 (800) 786-2345

**M SQUARED WIRELESS**  
 1387 CALLE AVANZADO  
 SAN CLEMENTE CA 92673 (949) 391-8824

DRAWN BY: DC  
 CHECKED BY: MM

REV	DATE	DESCRIPTION	BY
0	01/23/2017	90% ZD'S FOR REVIEW	DC
1	03/13/2017	90% ZD'S REV-COMMENTS	RKS
2	01/19/2018	95% ZD'S REVISED	JAC
3	03/22/2018	95% ZD'S REVISED	NS
4	03/30/2018	100% ZD'S	JB
5	06/27/2018	100% ZD'S REVISED-JX	BM

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.

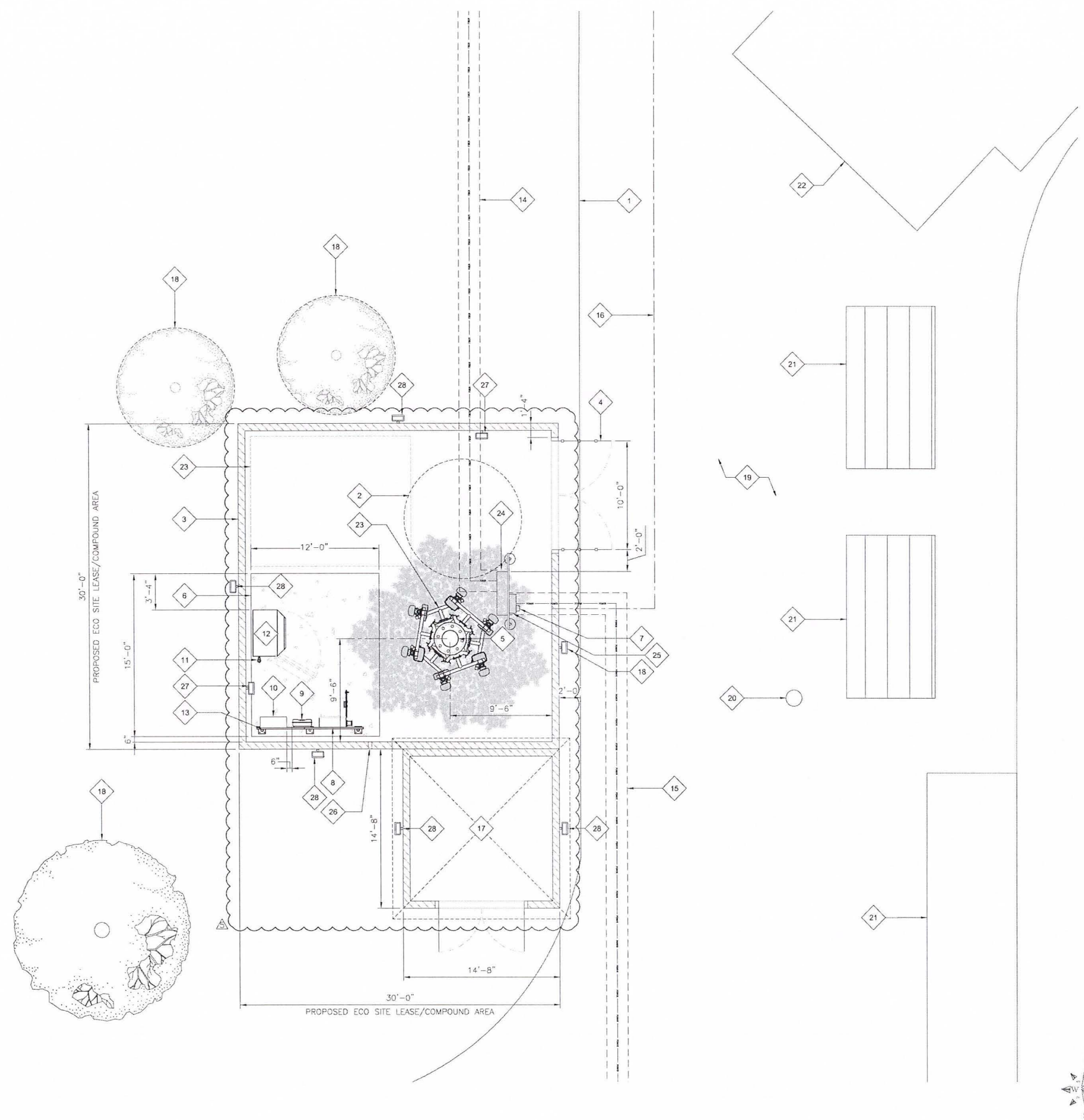
RAINBOW - CA0045  
 T-MOBILE SITE ID: SD06310  
 WELLS PARK  
 1153 E MADISON AVE  
 EL CAJON, CA 92020  
 MONO BROADLEAF

SHEET TITLE  
**SITE PLAN AND ENLARGED SITE PLAN**

SHEET NUMBER  
**A-1**



- 1 (E) CURB LINE
- 2 (E) TREE TO BE REMOVED; (1) TOTAL
- 3 PROPOSED ECO-SITE EQUIPMENT ENCLOSURE LEASE AREA 30'-0" x 30'-0" (±900 SQ FT) W/ 10'-0" CMU WALL TO MATCH EXISTING ADJACENT PARK STRUCTURES
- 4 PROPOSED ECO-SITE DOUBLE 5'-0" WIDE STEEL ACCESS GATES; PAINTED TO MATCH EQUIPMENT ENCLOSURE
- 5 PROPOSED ECO-SITE MONO-BROADLEAF
- 6 PROPOSED T-MOBILE 12'-0" x 15'-0" CONCRETE EQUIPMENT PAD
- 7 PROPOSED ECO-SITE & T-MOBILE ELECTRIC METERS MOUNTED TO H-FRAME AT NEW 3-GANG METER BANK
- 8 PROPOSED T-MOBILE PPC CABINET WITH GEN. PLUG MOUNTED TO H-FRAME
- 9 PROPOSED T-MOBILE CIENA FIBER BOX MOUNTED TO H-FRAME
- 10 PROPOSED T-MOBILE TELCO CABINET MOUNTED TO H-FRAME
- 11 PROPOSED T-MOBILE GPS ANTENNA; (1) TOTAL
- 12 PROPOSED T-MOBILE OUTDOOR CABINET INSTALLED ON PROPOSED EQUIPMENT PAD; (1) TOTAL
- 13 PROPOSED T-MOBILE H-FRAME; (2) TOTAL
- 14 PROPOSED UNDERGROUND FIBER TRENCH FROM (E) UTILITY POLE (±595'-0")
- 15 PROPOSED UNDERGROUND POWER TRENCH FROM (E) TRANSFORMER (±350'-0")
- 16 CENTERLINE OF 10'-0" WIDE PROPOSED ACCESS AND UTILITY EASEMENT
- 17 PROPOSED 14'-8" x 14'-8" PARK MAINTENANCE STORAGE STRUCTURE (±215 SQ FT) WITH 10'-0" CMU WALL & STANDING SEAM SLOPED METAL ROOF TO MATCH EXISTING ADJACENT PARK STRUCTURES
- 18 (E) TREE TO REMAIN, TYP.
- 19 (E) CONCRETE WALKWAY
- 20 (E) STADIUM LIGHT POLE
- 21 (E) BLEACHER SEATING
- 22 (E) BUILDING
- 23 FUTURE CO-LOCATOR BY OTHERS, NOT ON THIS PERMIT
- 24 PROPOSED COMMUNITY H-FRAME WITH 3-GANG 200 AMP (800 AMP TOTAL) METER BANK WITH DISCONNECTS AND HOFFMAN BOX FOR FIBER
- 25 PROPOSED ECO-SITE 3-GANG METER BANK MOUNTED TO H-FRAME
- 26 PROVIDE 4" x 4" CORED HOLE THROUGH WALL FOR EMERGENCY GENERATOR CONNECTION AT GEN. PLUG
- 27 PROPOSED SWITCH OPERATED LIGHT FIXTURE ON STEEL PIPE STANCHION WITH JUNCTION BOX MOUNTED TO CMU WALL INSIDE ECO-SITE EQUIPMENT ENCLOSURE. (TYPICAL OF 2)
- 28 PROPOSED SWITCH OPERATED LED LIGHT FIXTURE AS EXTERIOR OVERHEAD LIGHTING PER PENDING CITY PARKS AND RECREATION CPTED REQUIREMENTS



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RAINBOW - CA0045  
 T-MOBILE SITE ID: SD06310  
 WELLS PARK  
 1153 E MADISON AVE  
 EL CAJON, CA 92020  
 MONO BROADLEAF

SHEET TITLE  
**EQUIPMENT LAYOUT**

SHEET NUMBER  
**A-2**

**KEYNOTES:**

**PROPOSED EQUIPMENT LAYOUT**

24"x36" SCALE: 3/16" = 1'-0"  
 11"x17" SCALE: 3/32" = 1'-0"





PROPOSED OPTIMAL ANTENNA & TRANSMISSION CABLES REQUIREMENTS (VERIFY WITH CURRENT RFDS)			ANTENNA MAKE AND MODEL		RAD CENTER		AZIMUTH		TRANSMISSION LINE	
ANTENNA POSITION	TECHNOLOGY	ANTENNA COUNT	PROPOSED		EXISTING	PROPOSED	EXISTING	PROPOSED	CABLE LENGTH	FEEDER TYPE
SECTOR A 1	L2100, L1900, U1900	1	ERICSSON AIR32 B2A/B66AA (QUAD)		--	65'-0"	--	40'	65'	PROPOSED HCS
SECTOR A 2	L600, L700	1	RFS APXVAARR24_43-U-A20 (OCTO)		--	65'-0"	--	40'	65'	PROPOSED HCS
SECTOR A 3	--	--	--		--	--	--	--	--	--
SECTOR A 4	--	--	--		--	--	--	--	--	--
SECTOR B 1	L2100, L1900, U1900	1	ERICSSON AIR32 B2A/B66AA (QUAD)		--	65'-0"	--	160'	65'	PROPOSED HCS
SECTOR B 2	L600, L700	1	RFS APXVAARR24_43-U-A20 (OCTO)		--	65'-0"	--	160'	65'	PROPOSED HCS
SECTOR B 3	--	--	--		--	--	--	--	--	--
SECTOR B 4	--	--	--		--	--	--	--	--	--
SECTOR C 1	L2100, L1900, U1900	1	ERICSSON AIR32 B2A/B66AA (QUAD)		--	65'-0"	--	280'	65'	PROPOSED HCS
SECTOR C 2	L600, L700	1	RFS APXVAARR24_43-U-A20 (OCTO)		--	65'-0"	--	280'	65'	PROPOSED HCS
SECTOR C 3	--	--	--		--	--	--	--	--	--
SECTOR C 4	--	--	--		--	--	--	--	--	--

PROPOSED REMOTE RADIO UNITS		DC CABLES		
ANTENNA POSITION	RRUS MAKE AND MODEL	RRUS COUNT	LENGTH	AWG
SECTOR A 1	--	--	--	--
SECTOR A 2	RRU 4449	1	65'	--
SECTOR A 3	--	--	--	--
SECTOR A 4	--	--	--	--
SECTOR B 1	--	--	--	--
SECTOR B 2	RRU 4449	1	65'	--
SECTOR B 3	--	--	--	--
SECTOR B 4	--	--	--	--
SECTOR C 1	--	--	--	--
SECTOR C 2	RRU 4449	1	65'	--
SECTOR C 3	--	--	--	--
SECTOR C 4	--	--	--	--

**NOTES TO CONTRACTOR:**

- CONTRACTOR IS TO REFER TO T-MOBILE'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION
- CABLE LENGTHS WERE DETERMINED BASED ON VISUAL INSPECTION DURING SITE-WALK. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK
- CONTRACTOR TO VERIFY PORTS HAVE SUFFICIENT ROOM

**NOTE:**

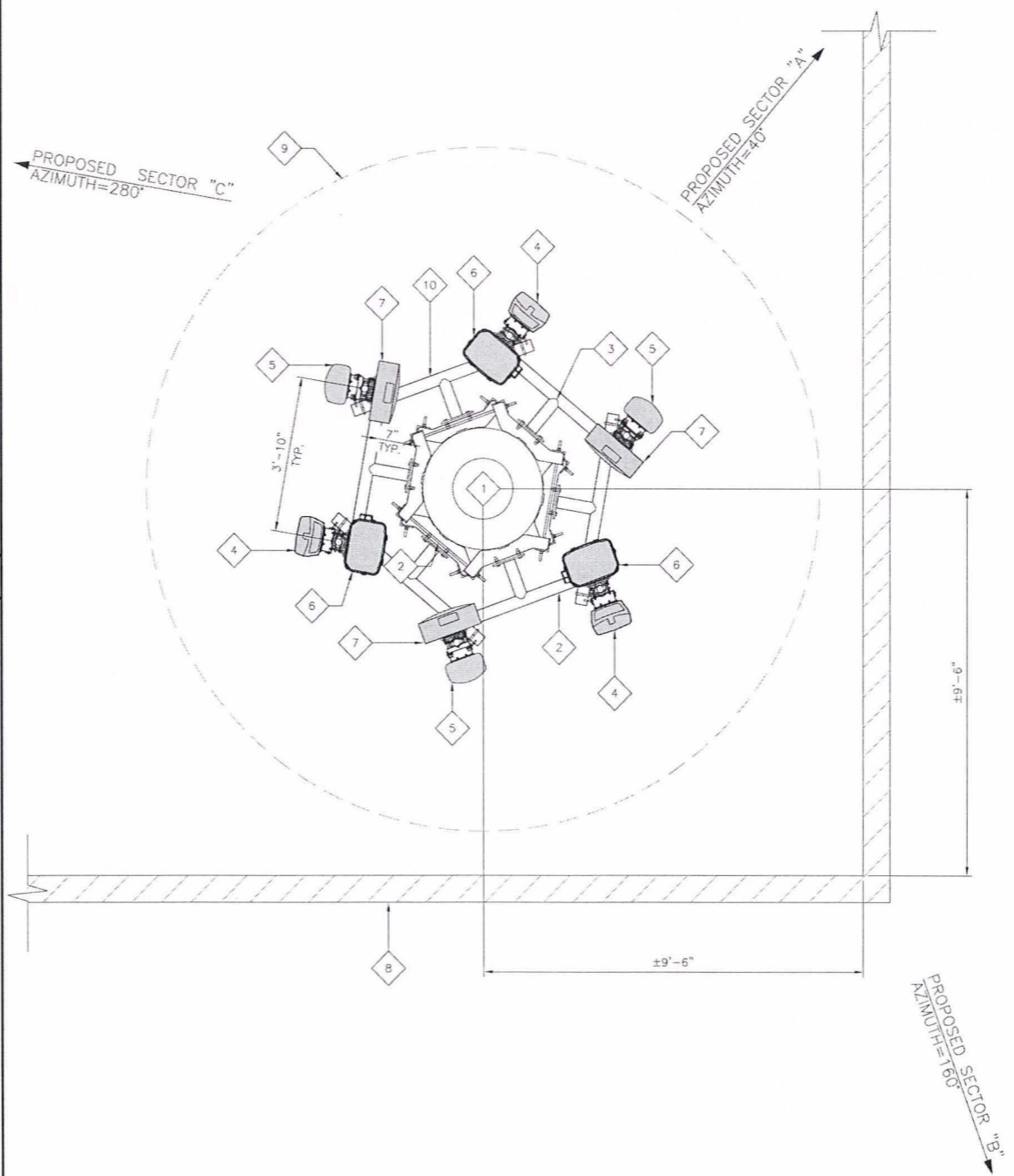
- (E) ANTENNA AZIMUTHS ARE ESTIMATED AND ARE TO BE VERIFIED BY RF.
- PROPOSED PANEL ANTENNAS AND ALL MOUNTING HARDWARE TO BE PAINTED TO MATCH PROPOSED STRUCTURE IF REQUIRED. VERIFY PAINT MANUFACTURER AND FINISH WITH OWNER.

**ANTENNA & EQUIPMENT SCHEDULE**

- 1 PROPOSED 65'-0" ECO-SITE MONO-BROADLEAF
- 2 PROPOSED ECO-SITE TRI-SECTOR RING MOUNT AT 55'-0" RAD CENTER HEIGHT; (1) TOTAL
- 3 PROPOSED T-MOBILE SECTOR ARM, TYP; (3) TOTAL
- 4 PROPOSED T-MOBILE 4"-8" PANEL ANTENNA PIPE MOUNTED ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 5 PROPOSED T-MOBILE 8"-0" PANEL ANTENNA PIPE MOUNTED ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 6 PROPOSED T-MOBILE SURGE PROTECTOR PIPE MOUNTED BEHIND ANTENNA ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 7 PROPOSED T-MOBILE RRU PIPE MOUNTED BEHIND ANTENNA ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 8 PROPOSED ECO-SITE EQUIPMENT ENCLOSURE LEASE AREA 30'-0" x 30'-0" (±900 SQ FT) W/ 10'-0" CMU WALL
- 9 PROPOSED APPROXIMATE DIAMETER OF MONO-BROADLEAF BRANCHES (ABOVE, SHOWN DASHED)
- 10 FUTURE CO-LOCATOR SECTOR ARMS BY OTHERS, NOT ON THIS PERMIT

**KEYNOTES:**

**NOTE:**  
1. MONO-BROADLEAF FRONDS NOT SHOWN FOR CLARITY.



**Eco-Site**  
240 LEIGH FARM RD, SUITE 415  
DURHAM, NC 27707

**EBI Consulting**  
environmental engineering | blue intelligence  
21 B STREET  
BURLINGTON, MA 01803  
(800) 786-2348

**M SQUARE WIRELESS**  
1387 CALLE AVANZADO  
SAN CLEMENTE CA 92673 (949) 391-6824

DRAWN BY: DC  
CHECKED BY: MM

REV	DATE	DESCRIPTION	BY
06/27/2018	100% ZD'S REVISED-JX	BM	
03/30/2018	100% ZD'S	JB	
03/22/2018	95% ZD'S REVISED	NS	
01/19/2018	95% ZD'S REVISED	JAC	
03/13/2017	90% ZD'S REV-COMMENTS	RKS	
01/23/2017	90% ZD'S FOR REVIEW	DC	

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RAINBOW - CA0045  
T-MOBILE SITE ID: SD06310  
WELLS PARK  
1153 E MADISON AVE  
EL CAJON, CA 92020  
MONO BROADLEAF

SHEET TITLE  
**ANTENNA LAYOUT**

SHEET NUMBER  
**A-3**

**PROPOSED ANTENNA PLAN**

24"x36" SCALE: 1/2" = 1'-0"  
11"x17" SCALE: 1" = 1'-0"  
1



- 1 PROPOSED ECO-SITE MONO-BROADLEAF
- 2 PROPOSED ECO-SITE EQUIPMENT ENCLOSURE LEASE AREA 30'-0" x 30'-0" (±900 SQ FT) W/ 10'-0" CMU WALL TO MATCH EXISTING ADJACENT PARK STRUCTURES
- 3 PROPOSED ECO-SITE SECTOR ARM, TYP; (3) TOTAL
- 4 PROPOSED T-MOBILE 4'-8" PANEL ANTENNA PIPE MOUNTED ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 5 PROPOSED T-MOBILE 8'-0" PANEL ANTENNA PIPE-MOUNTED ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 6 PROPOSED T-MOBILE RRU PIPE MOUNTED BEHIND ANTENNA ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 7 PROPOSED T-MOBILE SURGE PROTECTOR PIPE MOUNTED BEHIND ANTENNA ON 3" PIPE; (1) PER SECTOR, (3) TOTAL
- 8 PROPOSED T-MOBILE SECTOR ARM, TYP; (3) TOTAL

- 9 PROPOSED 14'-8" x 14'-8" PARK MAINTENANCE STORAGE STRUCTURE (±215 SQ FT) WITH 10'-0" CMU WALL & STANDING SEAM SLOPED METAL ROOF TO MATCH EXISTING ADJACENT PARK STRUCTURES
- 10 (E) TREE TO REMAIN, (BEYOND LEASE SPACE); TYP.
- 11 PROPOSED ECO-SITE DOUBLE 5'-0" WIDE STEEL ACCESS GATES; PAINTED TO MATCH EQUIPMENT ENCLOSURE
- 12 FUTURE CO-LOCATOR SECTOR ARMS BY OTHERS, NOT ON THIS PERMIT
- 13 PROPOSED SWITCH OPERATED LED LIGHT FIXTURE AS EXTERIOR OVERHEAD LIGHTING PER PENDING CITY PARKS AND RECREATION CPED REQUIREMENTS

**NOTE:**

1. PROPOSED PANEL ANTENNAS AND ALL MOUNTING HARDWARE TO BE PAINTED TO MATCH PROPOSED STRUCTURE IF REQUIRED. VERIFY PAINT MANUFACTURER AND FINISH WITH OWNER.
2. INSTALLATION FAUX BARK IS REQUIRED FOR THE PROPOSED FAUX BROADLEAF TREE MONOPOLE.
3. PROPOSED ANTENNAS AND ALL MOUNTING HARDWARE SHALL NOT EXTEND ABOVE OR OUTSIDE OF THE COVER OF FAUX TREE BRANCHES.
4. THE FAUX BROADLEAF BRANCH COVER SHALL BE UNIFORM IN DENSITY THROUGHOUT ENTIRE FAUX BROADLEAF TREE.
5. THE COLOR FOR PROPOSED CMU WALLS, GATES, DOORS, AND ROOFS ARE TO MATCH EXISTING STRUCTURES AT WELLS PARKS. PAINT COLOR TO BE 'EVSH20-3 EVERSHLD EXT VELVET' PER DUNN-EDWARDS PAINT CORPORATION.

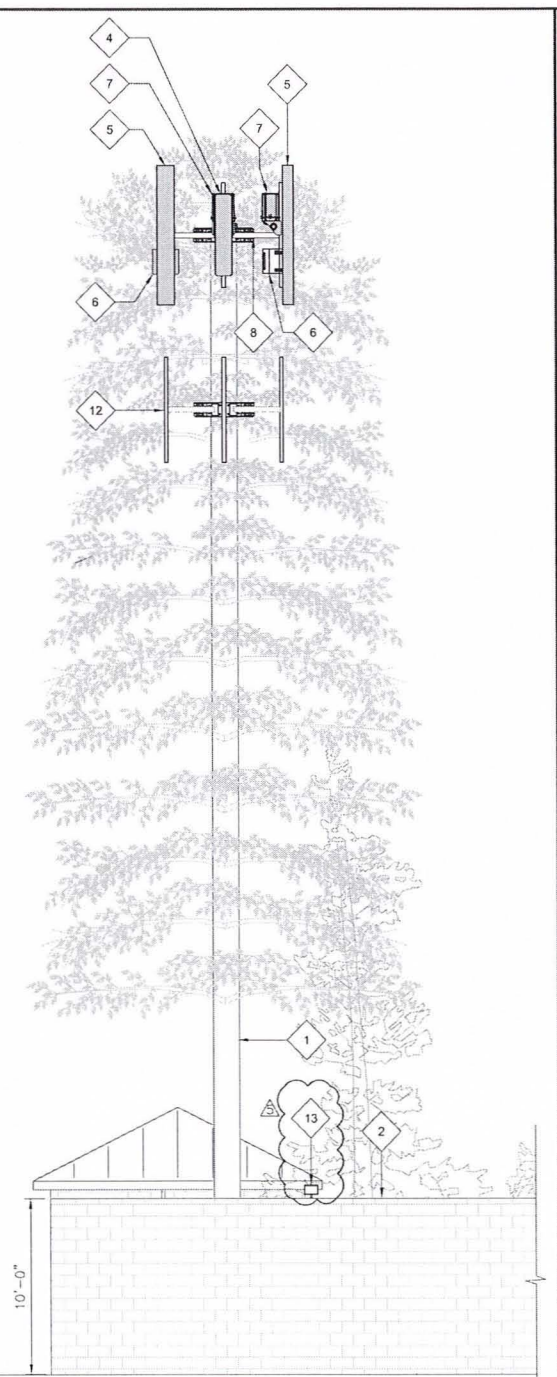
**Eco-Site**  
 240 LEIGH FARM RD, SUITE 415  
 DURHAM, NC 27707

**EBI Consulting**  
 environmental | engineering | due diligence  
 21 B STREET  
 BURLINGTON, MA 01903  
 (800) 786-2345

**M SQUARE WIRELESS**  
 1387 CALLE AVANZADO  
 SAN CLEMENTE CA 92673 (949) 391-8824

**KEYNOTES:**

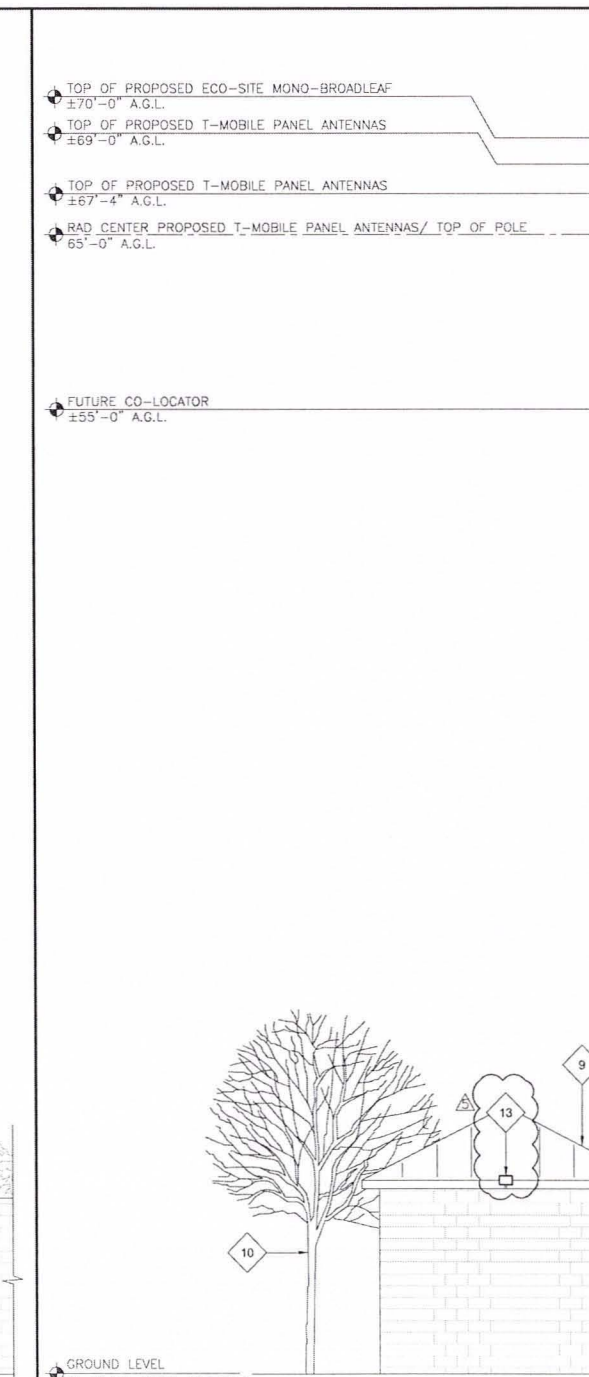
- TOP OF PROPOSED ECO-SITE MONO-BROADLEAF  
±70'-0" A.G.L.
- TOP OF PROPOSED T-MOBILE PANEL ANTENNAS  
±69'-0" A.G.L.
- TOP OF PROPOSED T-MOBILE PANEL ANTENNAS  
±67'-4" A.G.L.
- RAD CENTER OF PROPOSED T-MOBILE PANEL ANTENNAS/TOP OF POLE  
65'-0" A.G.L.
- FUTURE CO-LOCATOR  
±55'-0" A.G.L.



GROUND LEVEL  
0'-0" AGL (467'-6" M.S.L.)

**PROPOSED NORTH ELEVATION**

24"x36" SCALE: 3/16" = 1'-0"  
 11"x17" SCALE: 3/8" = 1'-0"  
 0" 2" 4" 8"



GROUND LEVEL  
0'-0" AGL (467'-6" M.S.L.)

**PROPOSED EAST ELEVATION**

24"x36" SCALE: 3/16" = 1'-0"  
 11"x17" SCALE: 3/8" = 1'-0"  
 0" 2" 4" 8"

DRAWN BY: DC  
 CHECKED BY: MM

REV	DATE	DESCRIPTION	BY
1	03/13/2017	90% ZD'S REV-COMMENTS	RKS
2	01/19/2018	95% ZD'S REVISED	JAC
3	03/22/2018	95% ZD'S REVISED	NS
4	03/30/2018	100% ZD'S	JB
06/27/2018	100% ZD'S REVISED-JX	BM	
0	01/23/2017	90% ZD'S FOR REVIEW	DC

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RAINBOW - CA0045  
 T-MOBILE SITE ID: SD06310  
 WELLS PARK  
 1153 E MADISON AVE  
 EL CAJON, CA 92020  
 MONO BROADLEAF

SHEET TITLE  
**ELEVATIONS**

SHEET NUMBER  
**A-4**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“*Lease*”) is made as of the Effective Date by and between Landlord (as identified in Section 1.2) and Eco-Site, LLC, a Delaware limited liability company (“*Tenant*”).

**WHEREAS**, Landlord owns certain real property located the County of San Diego, in the State of California, that is more particularly described or depicted in attached **Exhibit 1** (the “*Property*”); and

**WHEREAS**, Tenant desires to obtain the right to lease from Landlord (i) a certain portion of the Property of approximately 900 square feet (the “*Tower Compound*”) for communications and related purposes and (ii) an appurtenant, non-exclusive leasehold easement (the “*Access and Utility Easement*”) over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on **Exhibit 2**, depicted on the survey attached as **Exhibit 3**, and collectively referred to hereinafter as the “*Premises*”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

**1. BUSINESS TERMS AND INFORMATION.** For purposes of this Lease, in addition to the defined terms elsewhere in this Lease, including the recitals above, the following capitalized terms or information have the meanings set forth in this Section 1:

1.1 ***Tenant’s Notice Address:*** Eco-Site, LLC  
Attn: Asset Management  
Eco-Site Site Number CA-0045  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707

with a copy to: Eco-Site, LLC  
Attn: General Counsel  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707

1.2 ***Landlord:*** The City of El Cajon, a municipal corporation

1.3 ***Landlord’s Notice Address:*** City of El Cajon  
Attn: \_\_\_\_\_  
200 Civic Center Way:  
El Cajon, CA 92020-3916

1.4 ***Communications Facility:*** The radio and communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, buildings, optional backup generators and any other ancillary equipment related thereto.

1.5 ***Testing Period:*** That certain period of time, consisting of the Initial Testing Period and any effective Testing Period Renewal Term, that occurs immediately prior to the commencement of the leasehold and during which Tenant may investigate the feasibility of constructing and operating a wireless telecommunications facility on the Premises as further provided in Section 2.



1.6 **Initial Testing Period:** A period of one year, commencing on the Effective Date.

1.7 **Testing Period Renewal Term:** A period of not more than one year, approved by the Landlord, and commencing on the day after the expiration of the Initial Testing Period (as further provided in Section 2.3).

1.8 **Testing Period Consideration:** The sum to be paid by Tenant to Landlord for the Testing Period and any Testing Period Renewal Term, which is the sum of \$5,000.00.

1.9 **Term:** The term of the leasehold granted by Landlord to Tenant pursuant to this Lease, which consists of the Initial Term and any effective Renewal Term.

1.10 **Commencement Date:** The first day of the possessory leasehold under this Lease, which is the date that Tenant begins visible construction at the Premises (inclusive of site preparation) consistent with the terms of this Lease.

1.11 **Initial Term:** The term commencing on the Commencement Date and continuing through the last day of the 120<sup>th</sup> full calendar month after the Rent Accrual Commencement Date.

1.12 **Renewal Term:** As provided in Section 3, each of the 3 successive periods of 5 years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

1.13 **Rent Accrual Commencement Date:** Provided the Commencement Date occurs between the 1<sup>st</sup> and the 15<sup>th</sup> day of a calendar month, then the Rent Accrual Commencement Date is retroactive to the first day of the calendar month in which the Commencement Date occurs; and otherwise, the Rent Accrual Commencement Date is the first day of the calendar month immediately following the Commencement Date.

1.14 **Rent:** The annual amount of \$36,500.00, payable in equal monthly payments of \$3,000.00, if the Commencement Date occurs during the initial Testing Period. If the Commencement Date occurs in a Testing Period Renewal Term the initial rent shall be adjusted by two percent (2%) for each renewal term or portion thereof. The Rent shall be subject to an annual increase of two percent (2%) per annum during the Initial Term and any Renewal Term exercised by Tenant, such increase to take effect on each anniversary date of the Commencement Date.

## 2. RIGHT TO LEASE / TESTING PERIOD.

2.1 Landlord hereby leases to Tenant the Tower Compound and the Access and Utility Easement, which easement is to install and maintain utility services to and serving the Tower Compound and unrestricted vehicular and pedestrian access from a public right-of-way serving the Property to the Tower Compound.

2.2 During the Testing Period and in exchange for Tenant's payment to Landlord of the Testing Period Consideration within 30 days of the Effective Date, Tenant and its agents, employees, engineers, surveyors and other representatives have the right to enter upon the Property (i) to inspect and examine the Premises; (ii) to conduct and perform soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises and the Property (collectively, the "**Tests**"); (iii) to apply for and obtain licenses, permits, approvals, or other relief required or deemed necessary or appropriate for Tenant's use of the Premises including, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"); (iv) to initiate, order and/or schedule utilities; and (v) otherwise to do those things on or off the Premises that, in the sole discretion, opinion or judgment of Tenant, are reasonably necessary or reasonably desirable to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's use of the Premises for a Communications Facility, all at Tenant's sole expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, regardless of whether such defect or condition is disclosed by Tenant's inspection. At the conclusion of the Testing Period, to the extent Tenant may alter or damage the Property as a result of its activities on the Property during the Testing Period, Tenant will restore the Property to its condition as it existed at the Effective Date, reasonable wear and tear and casualty not caused by Tenant excepted. Subject to the foregoing, Tenant shall indemnify, defend and hold Landlord and its elected and appointed officers, officials, employees, and volunteers, harmless

from and against any and all injury, loss, damage or claims arising directly out of or as a result of Tenant conducting the Tests and its entry onto the Property during the Testing Period.

### 2.3 Tenant may not request an extension of the Testing Period

2.4 During the Testing Period, Tenant may commence the Initial Term by commencing visible construction of the Communications Facility at the Premises. Tenant shall notify Landlord in writing of the commencement of the Initial Term within 15 days of the Commencement Date. Immediately upon Tenant commencing visible construction as aforesaid, without further act or deed, the Testing Period or any Testing Period Renewal Term will terminate, the Initial Term commences and Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not commence visible construction of the Communications Facility at the Premises prior to the expiration of the Testing Period, this Lease will terminate and the parties will have no further liability to each other except for the indemnity and restoration obligations imposed by Tenant under Section 2.1.

2.5 During the Testing Period, Tenant reserves the right (i) to revise the legal description of the Tower Compound and the Access and Utility Easement (but not the locations without Landlord's consent) to conform same to a survey of the Premises to be procured by Tenant from a licensed surveyor and attach such revised legal description as Exhibit 2 to this Lease and (ii) to procure a survey of the Premises by a licensed surveyor if a survey or depiction of the Premises is not, at the execution of this Lease, attached as Exhibit 3. Upon completion of such survey and revision of the aforesaid legal descriptions based thereupon, (i) the revised legal descriptions of the Tower Compound and the Access and Utility Easement will be attached to this Lease as Exhibit 2 and made a part hereof (superseding any prior Exhibit 2), the survey will be attached to this Lease as Exhibit 3 and made a part hereof (superseding any prior Exhibit 3), and Tenant shall promptly provide to Landlord notice of and copies of the revised legal descriptions of the Tower Compound and the Access and Utility Easement and of the survey.

**3. TERM.** The term of the leasehold granted by Landlord to Tenant hereunder commences on the Commencement Date, which Tenant shall confirm in writing to Landlord as provided in Section 2.4, and continues through the Term. Tenant shall have the option to extend the term of this Lease for each of the Renewal Terms. Each Renewal Term will commence automatically, without further act or deed, unless Tenant delivers written notice to Landlord of Tenant's intent not to renew the Term for the next available Renewal Term, such notice to be delivered not less than 30 days prior to the end of the then-current term (*i.e.*, the Initial Term or the then-effective Renewal Term).

## 4. RENT.

4.1 Tenant shall pay Rent to Landlord accruing and beginning as of the Rent Commencement Date. The Rent is payable in advance, on or before the 5<sup>th</sup> day of each calendar month. Payments will be made via electronic funds transfer directly to Landlord's bank account unless otherwise directed by Landlord. Rent will be equitably prorated for any partial calendar month. Notwithstanding the foregoing, Tenant will tender to Landlord the initial Rent payment within 30 days after the Commencement Date.

4.2 Landlord acknowledges that Tenant is in the business of subleasing or licensing all or portions of the Premises to sub-tenants pursuant to separately negotiated subleases entered into between Tenant and sub-tenant, or licensee. Tenant shall pay Landlord Three Thousand and 00/100 Dollars (\$3,000) annually as additional rent within thirty (30) days upon Landlord entering into a sublease or license with each additional sub-tenant(s) or licensee(s).

## 5. TAXES AND CHARGES.

5.1 Tenant understands and agrees that this Lease may create a possessory interest in Landlord's property, subject to property taxation, and if a possessory interest is created that Tenant may be subject to the payment of property taxes levied on its interest. Tenant shall pay any possessory interest taxes, and personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility and the Access and Utility Easement. Tenant shall include these same provisions in this Section 5.1 in any sub-leases of the Tower Compound and the Access and Utility Easement and shall reimburse Landlord for any increase in real property taxes levied against the Premises which are directly attributable to the presence or operation of the Communications Facility on the Premises.

5.2 Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, if any.

## 6. USE.

6.1 During the Term, Tenant may use the Premises for the erection, operation and maintenance of a Communications Facility subject, however, to all Governmental Approvals (the "*Permitted Use*"). Tenant may make improvements, alterations

and modifications to the Premises as are deemed appropriate by Tenant consistent with the Permitted Use, including the right to clear the Premises (but not any other portion of the Property) of any trees, vegetation, undergrowth or other obstructions which, in Tenant's sole reasonable opinion, interferes with the Permitted Use. Tenant shall have the exclusive right to install upon the Tower Compound communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary or desirable in Tenant's sole judgment, but subject to compliance with all applicable laws, statutes, rules and regulations of any jurisdictions.

6.2 During the Term, Landlord may agree (i) to allow Tenant the right on the Property to clear trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which in either case actually interfere with or are reasonably determined to threaten to fall upon the Communications Facility or the Tower Compound; (ii) to provide Tenant with a non-exclusive easement in, over, across and through the Property and other adjoining real property owned by Landlord as reasonably required for the construction, installation, maintenance, and operation of the Communications Facility and the access thereto.

6.3 Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Tower Compound and the Communications Facility to its tenants, licensees or customers pursuant to separately negotiated subleases or licenses entered into between Tenant and such tenant, licensee or customer. Tenant may enter into any sublease or license without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease or license, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorneys' fees) resulting from any act or omission of such subtenant or licensee to the extent such act or omission is permitted Tenant but is contrary to or inconsistent with the terms of this Lease.

6.4 Tenant and its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns shall have the unrestricted and free access to the Premises 7 days a week, 24 hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the Communications Facility or portions thereof, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission or other governmental agency changes, amends or modifies its regulations and requirements, issues new regulations or requirements, or otherwise takes any action, the result of which reasonably inhibits Tenant's use of the Premises or any portion of the Communications Facility for the Permitted Use, or if technological changes render the Permitted Use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for the Permitted Use, Tenant shall have the right to terminate this Lease upon written notice to Landlord and effective on the earlier of the date set forth in the notice of termination or 30 days after the date of deemed receipt of such notice by Landlord.

6.5 Landlord hereby authorizes Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits consistent with the Permitted Use, all at Tenant's sole cost and expense. At no additional cost to Tenant (other than as required in this Section 6.5), Landlord shall cooperate, with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities and agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facility. Tenant acknowledges that Landlord is a governmental entity, having regulatory authority in planning and land use matters, and local governmental approvals. Nothing herein shall be deemed to require the Landlord to commit to approve any applications seeking its governmental approvals.

6.6 It is intended that the legal description of the Premises accurately reflect an "as-built" survey of the location of the Tower Compound, the communications tower located thereon, and the Access and Utility Easement. Accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, guy wires or anchors related to the Communications Facility located on the Premises is located beyond the legal description of the Premises, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease to the extent that such improvements are located on real property owned by Landlord, and Exhibit 2 and Exhibit 3 to this Lease shall be modified to reflect the "as-built" locations of the Tower Compound and the Access and Utility Easement.

6.7 Tenant shall, at all times, comply with Chapter 17.245 of the El Cajon Municipal Code in the use of the Premises. Tenant shall maintain the Premises in accordance with such operational and maintenance standards found in sections 17.245.080 and 17.245.090 of the El Cajon Municipal Code.

**7. ACCESS AND UTILITIES.** During the Term, Landlord for itself, its successors and assigns, hereby leases to Tenant, its customers, lessees, licensees, employees, agents, invitees, contractors, successors and assigns, as an appurtenance to the Tower Compound, the Access and Utility Easement for ingress and egress for the benefit of and access to the Tower Compound as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities, over, across and through the Access and Utility Easement for the benefit of and access to the Tower Compound, subject to the terms and conditions herein set forth. The rights granted to Tenant herein include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein.

**8. EQUIPMENT, FIXTURES AND SIGNS.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its customers, tenants and licensees. Tenant and its customers, tenants and licensees shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, tenants and licensees. At any time during the Term and within a reasonable time after the expiration or earlier termination of the Term, Tenant and its customers, tenants and licensees shall have the right, but not the obligation, to remove their equipment, structures, fixtures, signs, and personal property from the Premises.

**9. ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign or transfer the Lease and Easements without Landlord's consent to any parent, affiliate or subsidiary of Tenant, any party that merges or consolidates with Tenant or its parent, or any party that purchases all or otherwise acquires all or substantially all or Tenant's ownership interest or assets. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder thereafter accruing. Landlord may assign this Lease, in whole or in part, to any person or entity (i) who or which acquires fee title to the Premises, and/or (ii) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion.

**10. COVENANTS, WARRANTIES AND REPRESENTATIONS.** Landlord covenants, warrants and represents the following:

10.1 Landlord is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution of this Lease; that it alone has full right to let the Premises for the Term set out herein; and that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term.

10.2 Landlord has complied with, and will continue to comply with, all environmental, health, and safety laws with respect to the Premises other than those which arise out of Tenant's use of the Tower Compound for a Communications Facility (which compliance obligation is to be borne by Tenant), and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, at the commencement of the Term, Landlord and the Premises are in compliance with all environmental, health, and safety laws; no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises; and to the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

10.3 All utilities in place upon the commencement of the Term and serving the Property enter through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installation and connection charges have been paid in full.

10.4 Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads or to utility services serving the Premises.

10.5 The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Property, and access to the Property is provided by paved public right-of-way with adequate curb cuts available.

10.6 With respect to the Premises, except as disclosed by Landlord in writing to Tenant prior to the execution hereof, (i) there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of

use or occupancy of any portion of the of Tower Compound; (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Landlord) in possession of the Premises.

**11. HOLD OVER TENANCY.** Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Term, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

**12. INDEMNITIES.** Each of Landlord and Tenant agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents, volunteers, and employees (each, an "**Indemnified Persons**"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) asserted by a third party against an Indemnified Person caused by or arising out of (i) such indemnifying party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such indemnifying party's negligent or willful acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

**13. WAIVERS.**

13.1 Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof or any equipment located upon the Premises, regardless of whether such Communications Facility or equipment is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

**13.2 EACH OF LANDLORD AND TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND WHICH IS SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS OF A PARTY UNDER THIS LEASE.**

**14. INSURANCE.**

14.1 Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other Communications Facility locations of Tenant and its affiliates. Tenant shall maintain all insurance policies required of it to be maintained hereunder with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and which policies will include a provision for cancellation only upon 30 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates and endorsements in lieu thereof issued by the insurance companies underwriting such risks.

14.2 Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on the Property and in such amounts to cause the replacement / restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

14.3 INTENTIONALLY DELETED.

**15. INTERFERENCE.** During the Term, Landlord, its successors and assigns will not grant any ground lease, license, easement or other rights with respect to the Premises (i) for the Permitted Use; or (b) if such lease, license, easement or other right would detrimentally interrupt Tenant's Communications Facility or unreasonably interfere with Tenant's use thereof.

**16. INTENTIONALLY DELETED**

**17. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its Communications Facility located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facility, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its Communications Facility.

**18. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease is to be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

**19. CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises or any portion thereof, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an equitable abatement or adjustment of Rent) due to a condemnation without the prior written consent of Tenant.

**20. DEFAULT.** Should Landlord or Tenant fail to perform any of its respective covenants or obligations imposed upon it or breach any of its respective representations or warranties under this Lease (a "**Non-Performing Party**"), then the other party shall give the Non-Performing Party written notice of such breach or failure, at which time the Non-Performing Party shall be in default under this Lease; provided, however, to the extent such default is susceptible of being cured or remedied, the Non-Performing Party shall have the Cure Period to remedy such breach or failure prior to the Non-Performing Party being in default under this Lease. For purposes hereof, the "**Cure Period**" is a period 30 days, measured from the date of the Non-Performing Party's receipt of such notice of breach or failure; provided, if such breach or failure cannot reasonably be cured within such 30-day period and the Non-Performing Party proceeds promptly after the receipt of such notice of such breach or failure to commence to remedy same and pursue curing such breach or failure with due diligence, Cure Period is extended for such period of time as may be necessary to complete such curing, not to exceed 60 days from the Non-Performing Party's receipt of such written notice of such breach or failure or such longer period of time as agreed by the other party. Upon a default by the Non-Performing Party that is not susceptible of being cured or if it is susceptible of being cured, that is not cured within the Cure Period will give rise to the other party being able to assert against the Non-Performing Party any remedies available at law or in equity, including the right to terminate this Lease, subject to Section 13.2. Notwithstanding the foregoing, should a Non-Performing Party fail to perform any of its obligations imposed upon it under this Lease and irreparable and immediate harm may befall the other party as a result of such failure, the other party may pursue injunctive relief immediately without the passage of the Cure Period.

**21. ATTORNEY'S FEES.** If any legal proceeding between Landlord and Tenant arise from, out of or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and be taxed to the unsuccessful party as a part of such judgment.

**22. SUBORDINATION AND TENANT'S LENDER.**

22.1 This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "**Encumbrances**" and each, an "**Encumbrance**"). With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within 10 days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

22.2 Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the Premises, and furthermore consents to the exercise by Tenant's lender ("**Tenant's Lender**") of its rights of foreclosure with respect to its lien and security interest in Tenant's interest therein. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien or security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "**Collateral**"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

22.3 To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender, (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within 15 days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional 30 days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and periods to cure any default or breach under the Lease. In the case of termination of this Lease for any reason or if this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, (i) Landlord shall give prompt notice thereof to Tenant's Lender consistent with this Section 22.3; and (ii) on written request of Tenant's Lender made any time within 30 days after the giving of such notice by Landlord, Landlord shall promptly execute and deliver a new lease of the Premises to Tenant's Lender or its designee or nominee for the remainder of the Term (as if this Lease were not terminated, rejected or disaffirmed) upon all the covenants, conditions, limitations and agreements contained herein (including options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Tenant's Lender (A) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Lease up to and including the date of the commencement of the term of such new lease (without regard to any discharge in Tenant's bankruptcy) and all reasonable expenses, including reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (B) shall cure all defaults existing under this Lease which are susceptible to being cured by Tenant's Lender promptly and with due diligence after the delivery of such new lease. For so long as Tenant's Lender shall have the right to enter into a new lease with Landlord pursuant to this Section 22.3, Landlord shall not enter into a new lease of the Premises with any person or entity other than Tenant's Lender without the prior written consent of Tenant's Lender.

22.4 The provisions of Section 22.3 shall survive the termination, rejection or disaffirmance of this Lease and will continue in full force and effect thereafter to the same extent as if Section 22.3 was a separate and independent contract made among Landlord, Tenant and Tenant's Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, and conditioned upon its obligations under this Lease, Tenant's Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Tenant's Lender is deemed a separate agreement between Landlord and Tenant's Lender, separate and apart from this Lease as well as a part of this Lease and is unaffected by the rejection of this Lease in any bankruptcy proceeding by any party.

22.5 Upon the execution and delivery of a new lease under Section 22.3, all subleases which theretofore have been assigned to, or made by, Landlord with respect to the Communications Facility shall be assigned and transferred, without recourse, by Landlord to the tenant named in such new lease or a third-party manager capable of administering such subleases. Between the date of termination of this Lease and the date of execution of the new lease, if a Tenant Lender shall have requested a new lease as provided in Section 22.3, Landlord shall not cancel any subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the consent of Tenant's Lender.

22.6 If Landlord has been given notice of Tenant's Lender as provided in Section 22.3, (i) this Lease shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Lease by Tenant, without the prior written consent of Tenant's Lender and (ii) Landlord shall not have the right to terminate this Lease in the event of a casualty or condemnation without the prior written consent of Tenant's Lender.

22.7 The provisions of this Section 22 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease.

**23. NOTICES.** All notices under this Lease shall be in writing either personally delivered (with receipt for delivery); mailed via United States certified mail, return receipt requested; or transmitted by overnight courier for next business day delivery to the notice addresses of Landlord and Tenant set forth in Section 1. Notices will be deemed to have been given upon either receipt or rejection. The parties each reserve the right to modify or change their notice addresses set forth in Section 1 by

providing notice to the other party as otherwise provided in this section, with such new notice address being effective 15 days after receipt by the other party.

#### **24. MISCELLANEOUS.**

24.1 Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.

24.2 If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

24.3 All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

24.4 Failure of party to insist on strict performance of any of the conditions or provisions of this Lease or failure to exercise any of a party's rights hereunder, shall not waive such rights.

24.5 This Lease is to be governed by and construed in accordance with the laws of the state in which the Premises are located. Any action to enforce or interpret this Lease shall be brought in the Superior Court of California, San Diego County, or the Southern District of California, if brought in federal court. Tenant hereby waives any right to remove any such action, including the right to remove an action from San Diego County otherwise permitted by California Code of Civil Procedures section 394.

24.6 This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Premises or the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

24.7 This Lease is an appurtenance of and runs with the land and is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.8 A short-form memorandum of this Lease substantially in the form as depicted in Exhibit 4 attached hereto may be recorded at Landlord or Tenant's option and at the expense of the requesting party.

24.9 This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Lease

24.10 The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other, as the context requires. "Include" and "including" and their derivatives are to be construed as illustrative but not limiting. References in this Lease to sections refer to those sections of this Lease unless the context expressly requires otherwise. Headings of sections are for convenience only and are not to be considered in construing the meaning of the contents of such sections.

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SIGNATURES BEGIN ON NEXT PAGE]**



IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

**LANDLORD:**

The City of El Cajon

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

Eco-Site, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1

### Description of Parent Tract

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARENT PARCEL:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THE NORTH ONE-HALF OF LOTS 2 AND 3 IN BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1, BEING THE SOUTHWEST PORTION OF PLAT "S" OF THE RANCHO EL CAJON, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 24, 1886, EXCEPTING FROM SAID PROPERTY THE EASTERLY 60 FEET THEREOF.

#### PARCEL 2:

THAT PORTION OF THE SOUTHERLY HALF OF LOTS 2 AND 3 IN BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1, BEING IN THE SOUTHWEST PORTION OF PLAT "S" OF THE RANCHO EL CAJON IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 355 FILED IN THE OFFICE OF THE RECORDER OF

SAID SAN DIEGO COUNTY JULY 24, 1886, LYING NORTHERLY OF THE SOUTHERLY 462 FEET OF SAID SOUTHERLY HALF TOGETHER WITH THE EASTERLY 60.00 FEET OF THE NORTHERLY HALF OF SAID LOT 3, ALSO THAT PORTION OF THE SOUTHERLY 12.00 FEET OF MADISON AVENUE LYING NORTHERLY OF AND ADJOINING THE EASTERLY 60.00 FEET OF THE NORTHERLY HALF OF SAID LOT 3 AS SAID SOUTHERLY 12.00 FEET OF MADISON AVENUE WAS VACATED AND CLOSED TO PUBLIC USE ON JULY 11, 1923 BY AN ORDER OF THE BOARD OF SUPERVISORS OF SAID SAN DIEGO COUNTY, A CERTIFIED COPY OF SAID ORDER HAVING BEEN RECORDED MARCH 03, 1924 IN BOOK 751, PAGE 356 OF DEEDS.

#### PARCEL 3:

THE EASTERLY 150 FEET OF THE SOUTHERLY 132 FEET OF THE NORTHERLY 264 FEET OF LOT 1, BLOCK 9, OF THE RESURVEY SAID PLAT OF TRACT 1, BEING THE SOUTHWEST PORTION OF TRACT "S" RANCHO EL CAJON, COUNTY OF SAN DIEGO, ACCORDING TO MAP THEREOF NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 24, 1886.

#### PARCEL 4:

THE EASTERLY 150 FEET OF THE NORTH ONE-HALF OF LOT 1, EXCEPTING 528 FEET OF LOT 1, BLOCK 9, OF THE RESURVEY AND PLAT OF TRACT 1, BEING THE SOUTHWEST PORTION OF TRACT "S" RANCHO EL CAJON, COUNTY OF SAN DIEGO, ACCORDING TO MAP THEREOF NO. 355 FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 24, 1886.

#### PARCEL 5:

THE EASTERLY 150' OF THE SOUTH 88' OF THE NORTH 528' OF LOT 1, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT 1, BEING THE SOUTHWEST PORTION OF TRACT "S" RANCHO EL CAJON, COUNTY OF SAN DIEGO, ACCORDING TO MAP THEREOF NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 24, 1886.

PARCEL 6:

THE WESTERLY 115.00 FEET OF THE NORTHERLY HALF OF LOT 4, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1, BEING IN THE SOUTHWEST PORTION OF THE "S" TRACT, RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF BY C. N. SANFORD NO. 355, FILED IN THE OFFICE OF THE

COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 24, 1886. EXCEPTING THEREFROM THE NORTHERLY 264.00 FEET AND THE SOUTHERLY 324.22 FEET THEREOF.

PARCEL 7:

THE WESTERLY 115' OF THE NORTHERLY 60.22 FEET OF THE SOUTHERLY 384.22 FEET OF THE NORTH ONE-HALF OF LOT 4, BLOCK 9 OF RESURVEY AND PLAT OF TRACT NO. 1, BEING THE SOUTHWEST PORTION OF PLAT "S" RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, AND STATE OF CALIFORNIA ACCORDING TO MAP THEREOF NO. 355 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JULY 24, 1886.

PARCEL 8:

THE EASTERLY 150 FEET OF THE SOUTHERLY 200 FEET OF THE NORTHERLY 860 FEET OF LOT 1, BLOCK 9, "S" TRACT, RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 355 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY.

PARCEL 9:

THE WESTERLY 115 FEET OF THE NORTHERLY 66 FEET OF THE SOUTHERLY 198 FEET OF THE NORTHERLY ONE-HALF OF LOT 4, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1 BEING THE SOUTHWEST PORTION OF PLAT "S" RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 355 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JULY 24, 1886.

PARCEL 10:

THE EASTERLY 150 FEET OF THE SOUTHERLY 88 FEET OF THE NORTHERLY 352 FEET OF LOT 1, BLOCK 9, IN "S" TRACT, RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, SAVINGS AND LOAN, ACCORDING TO MAP NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY.

PARCEL 11:

THE WESTERLY 115' OF THE NORTHERLY 66' OF THE SOUTHERLY 264' OF THE NORTH ONE-HALF OF LOT 4, BLOCK 9, OF THE RESURVEY AND PLAT OF TRACT NO. 1, BEING IN THE SOUTHWEST PORTION OF "S" TRACT OF EL CAJON RANCHO, CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 355, FILED IN

THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY JULY 24, 1886.

PARCEL 12:

THE SOUTH 134 FEET OF THE NORTH 264 FEET OF THE WEST HALF OF LOT 4, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1 BEING IN THE SOUTHWEST PORTION OF THE "S" TRACT OF EL CAJON RANCHO, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF

CALIFORNIA, ACCORDING TO MAP BY O.N. STANFORD NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 24, 1886. EXCEPTING THEREFROM THE EAST 75 FEET.

PARCEL 13:

THE WEST 24.82 FEET OF THE SOUTH 134 FEET OF THE EAST 75 FEET OF THE NORTH 264 FEET OF THE WEST HALF OF LOT 4, BLOCK 9 OF RESURVEY AND PLAT OF TRACT NO. 1 BEING IN THE SOUTHWEST PORTION OF THE "S" TRACT TO EL CAJON RANCHO, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP BY O.N. STANFORD NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 24, 1886.

PARCEL 14:

THE WESTERLY 115' OF THE NORTH 66' OF THE SOUTH 528' OF LOT 4, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1, BEING IN THE SOUTHWEST PORTION OF "S" TRACT, OF EL CAJON RANCHO, CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 355 MADE BY O.N. SANFORD, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 24, 1886. SAID NORTH 66' AND SAID 528' BEING MEASURED ALONG THE EAST AND WEST LINES OF SAID LOT.

PARCEL 15:

THE WESTERLY 115 FEET OF THE SOUTH 132 FEET OF THE NORTH HALF OF LOT 4, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1 BEING THE SOUTHWEST PORTION OF PLAT "S" RANCHO EL CAJON, CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 355 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JULY 24, 1886.

PARCEL 16:

THE WESTERLY 115 FEET OF THE SOUTH HALF OF LOT 4, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1 BEING THE SOUTHWEST PORTION OF PLAT "S" RANCHO EL CAJON, CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JULY 24, 1886. EXCEPTING THEREFROM THE SOUTH 528 FEET.

PARCEL 17:

THE EASTERLY 150 FEET OF THE SOUTHERLY 88 FEET OF THE NORTHERLY 440 FEET OF LOT 1, BLOCK 9 OF THE RESURVEY AND PLAT OF TRACT NO. 1 BEING THE SOUTHWEST PORTION OF PLAT "S" OF THE RANCHO EL CAJON, IN THE CITY OF EL CAJON, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 355, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 24, 1886.

TAX PARCEL NOS. 489-140-29, 489-140-63

**EXHIBIT 2**

**The Premises is described as follows, subject to replacement by a surveyed legal description when available:**

**I. Tower Compound Legal Description:**

TO THE POINT OF BEGINNING AND ENCOMPASSING 900.0 SQUARE FEET, MORE OR LESS.

**II. Access and Utility Easement Legal Description:**

ACCESS EASEMENT (AS SURVEYED)

A STRIP OF LAND, TEN (10) FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE PREVIOUSLY DESCRIBED LEASE PARCEL; THENCE NORTH 0° 23' 45" EAST, 30.00' TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING SIX (6) COURSES:

- 1: SOUTH 89° 36' 15" EAST, 8.01',
- 2: NORTH 00° 45' 10" EAST, 118.78',
- 3: NORTH 13° 26' 04" WEST, 82.89',
- 4: NORTH 34° 31' 23" WEST, 117.92',
- 5: SOUTH 89° 51' 17" WEST, 250.80 ' ,
- 6: NORTH 00° 08' 24" WEST, 229.96'

MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY OF MADISON AVENUE AS IT CURRENTLY EXISTS.

UTILITY EASEMENT (AS SURVEYED)

A STRIP OF LAND, TEN (10) FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE PREVIOUSLY DESCRIBED LEASE PARCEL; THENCE NORTH 0° 23' 45" EAST, 30.00' TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING SIX (6) COURSES:

- 1: SOUTH 89° 36' 15" EAST, 8.01',
- 2: NORTH 00° 45' 10" EAST, 118.78',
- 3: NORTH 13° 26' 04" WEST, 82.89',
- 4: NORTH 34° 31' 23" WEST, 117.92',
- 5: SOUTH 89° 51' 17" WEST, 250.80 ' ,
- 6: NORTH 00° 08' 24" WEST, 63.98' ,
- 7: SOUTH 89° 51' 36" WEST, 120.77',
- 8: SOUTH 00° 08' 24" EAST, 77.26'

**EXHIBIT 3**

**Survey (depicting Tower Compound and Access and Utility Easement(s))**

**EXHIBIT 4**

**MEMORANDUM OF LEASE**

**[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]  
[FORM ONLY – DO NOT EXECUTE]**

**Prepared by and return to:  
Eco-Site, LLC  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707**

**Eco-Site Site Name: Rainbow  
Eco-Site Site Number: CA-0045**

**MEMORANDUM OF LEASE**

This Memorandum of Lease evidences a Lease ("**Lease**") dated as of \_\_\_\_\_ between **The City of El Cajon, a \_\_\_\_\_ ("**Landlord**")**, whose address is 200 Civic Center Way, El Cajon, CA 92020-3916 and **Eco-Site, LLC, a Delaware limited liability company, whose mailing address is 240 Leigh Farm Rd, Suite 415, Durham, North Carolina 27707 ("**Tenant**")**, with regard to that certain real property (the "**Premises**") as described on Exhibit 1 attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on Exhibit 2 attached hereto (the "**Property**"). The leasehold of the Premises commences on the date Tenant begins visible construction at the Premises (the "**Commencement Date**"), which Commencement Date is to be confirmed in writing from Tenant to Landlord, but shall occur no later than 2 years after the date of the Lease.

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant (i) that certain portion of the Property (the "**Tower Compound**") for communications and related purposes as more particularly described in the Lease and (ii) an appurtenant, non-exclusive leasehold easement (the "**Access and Utility Easement**") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on Exhibit 1.

The Lease provides for the lease by Landlord to Tenant of the Premises for [an initial] term of 10 years, commencing on the Commencement Date, with 4 renewal options of an additional 5 years each, for a maximum term (including renewal terms) of 30 years. The Lease further provides for the following:

1. Landlord will attorn to any lender of Tenant.

3. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a public right of way abutting the Property, for the purpose of ingress and egress for the benefit of, and access to, the Tower Compound, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities.

3. The Tower Compound may be used exclusively by Tenant for all legal purposes, including erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right-of-way.

4. Tenant is entitled, without the consent of Landlord, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon.

5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
SIGNATURES BEGIN ON NEXT PAGE]*



IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

**LANDLORD: The City of El Cajon**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged he (or she), as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that he (or she) as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of such entity.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
(Signature of Notary)

Notary Public

My commission expires: \_\_\_\_\_

**TENANT:**

**Eco-Site, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged he (or she), as \_\_\_\_\_ of Eco-Site, LLC, a Delaware limited liability company, and that he (or she) as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
(Signature of Notary)

Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT 1 TO MEMORANDUM OF LEASE**

**Description of the Premises**

The Premises is described or depicted as follows and shall be replaced with a surveyed legal description when available:

Tower Compound Legal Description:

Access and Utility Easement Legal Description:

**EXHIBIT 2 TO MEMORANDUM OF LEASE**

**Description of the Property**