

USE AND OCCUPANCY PERMIT PURSUANT TO THE TERMS OF THE MASTER USE AND OCCUPANCY AGREEMENT

This ELEVENTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 6/1/2020 ("Effective Date"), by and between the City of San Diego, a California municipal corporation ("CITY"), and CELLCO PARTNERSHIP, a Delaware partnership (f/k/a VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company) ("PERMITTEE").

RECITALS

A. CITY and PERMITTEE entered into that certain Master Use and Occupancy Agreement dated and effective as of 5/1/2019 ("MUOA"), pursuant to which PERMITTEE is allowed to install specific Communications Equipment as shown in the Master Structural Plan which is attached as Exhibit B to the MUOA, on up to 1,500 CITY Street Light Poles at certain Permit Areas.

B. The MUOA sets forth the general terms and conditions under which the CITY will prepare and execute subsequent UOPs to provide PERMITTEE a license to attach its equipment to Approved Sites once PERMITTEE has obtained all necessary regulatory permits to install, construct, maintain and operate on specific Approved Sites.

C. The MUOA also establishes the process by which PERMITTEE will request UOPs, including the type of information PERMITTEE must provide, and the standard for review of that request and the timelines for processing such a request.

D. Exhibit A of the MUOA is an approved Master Structural Plan which describes the equipment that will be placed on the Street Light Pole and the location on the Street Light Pole where the equipment will be installed. The MUOA also contains provisions that allow PERMITTEE to request modifications to the authorized Communications Equipment and sets forth the standard and timing requirements for reviewing and processing request for modifications.

E. Prior to entering into this UOP, the Parties have executed 10 UOPs under the MUOA, which include a total of 110 Approved Sites.

F. PERMITTEE and CITY now desire to enter into this UOP authorize PERMITTEE to enter upon, install, construct, maintain and operate its Communications Equipment within the Permit Areas on the Approved Sites, attached hereto as Exhibit A, in compliance with all of the terms and conditions as set forth herein and in the MUOA;

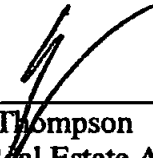
NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant. Subject to the terms of this UOP and the terms of the MUOA which are all incorporated into this UOP by this reference without the necessity of restating those terms and conditions, CITY hereby grants to PERMITTEE, its officers, employees, agents, and contractors the right to enter upon and occupy the Permit Areas on the Approved Sites as more particularly identified in Exhibit A attached hereto, solely for the purpose of the Permit Use seven (7) days a week, twenty-four (24) hours a day.
2. UOP Term. The term of this UOP shall commence on the Effective Date of this UOP, and shall terminate ten (10) years following that date minus one day, for example, if the UOP has an Effective Date of February 15, 2020, the UOP shall terminate on February 14, 2030.
3. Authorized Communications Equipment. PERMITTEE acknowledges that the Communications Equipment being installed is in compliance with and authorized by the Master Structural Plan attached to the MUOA as Exhibit A.
4. Defined Words and Phrases. Capitalized words and phrases in this UOP not otherwise defined herein shall have the meaning given to those terms in the MUOA.
5. Survival of the Incorporation of MUOA. The terms and conditions of the MUOA as incorporated herein shall be applicable and enforceable by either Party as a term and condition of this UOP, regardless of the expiration of the MUOA itself.
6. Authority to Execute and Deliver UOP. Each individual executing this UOP on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this UOP on behalf of such person or entity in and accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreements, and that this UOP is binding upon such person or entity in accordance with its terms. Each person executing this UOP on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
7. Signed in Counterparts. This UOP may be executed in one or more counterparts, all of which taken together shall constitute one and the same original document and shall become effective when one or more counterparts have been signed by each of the parties.

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

Date: 9/28/20

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Cybele L. Thompson
Director, Real Estate Assets

Date: 05/26/2020

CELLCO PARTNERSHIP, a Delaware partnership

By 
(Print Name) Joel Crane
(Title) Sr. Manager - Real Estate

APPROVED AS TO FORM:

Date: 5/28/20

MARA W. ELLIOTT, City Attorney

By 
Melissa Ables Deputy City Attorney

Exhibit A: Approved Sites List

Applicant Reference Number (GL Code)	Applicant Reference Name	City of SD PTS Number	City pole JOIN ID #	Site Latitude	Site Longitude	Permit Issue Date	City Lease ID: (To be filled out by City)
525443	CA018_SD_CityHts_004	636149	14119	32.747961	-117.100831	5/21/2020	
525465	CA018_SD_DwnTwn_019	628554	8896	32.71263952	-117.1664	5/13/2020	
546944	CA018_SD_DwnTwn_027	636136	9558	32.71461	-117.15455	5/12/2020	
546943	CA018_SD_DwnTwn_031	636137	8988	32.713547	-117.161175	5/15/2020	
547004	CA018_SD_DwnTwn_037	636139	8920	32.711576	-117.169345	5/18/2020	
547001	CA018_SD_DwnTwn_039	636141	9171	32.711619	-117.163706	5/11/2020	
546934	CA018_SD_DwnTwn_042	636145	9072	32.717689	-117.162112	5/19/2020	
546935	CA018_SD_DwnTwn_044	636161	9047	32.717691	-117.161206	5/14/2020	
546932	CA018_SD_DwnTwn_051	636597	8905	32.719943	-117.168431	5/19/2020	
547008	CA018_SD_DwnTwn_056	636146	9389	32.706273	-117.155876	5/15/2020	
551456	CA018_SD_DwnTwn_073	638385	9187	32.713558	-117.157303	5/12/2020	
551460	CA018_SD_DwnTwn_078	637424	9591	32.713553	-117.155718	5/20/2020	
551504	CA018_SD_DwnTwn_099	637418	9155	32.719761	-117.163047	5/18/2020	
547015	CA018_SD_GldnHll_011	645549	12749	32.724356	-117.130298	5/20/2020	
547078	CA018_SD_GldnHll_015	645552	10619	32.71789	-117.129274	5/20/2020	
547379	CA018_SD_MsnVlly_054	637606	6450	32.773606	-117.145189	5/12/2020	
547310	CA018_SD_MsnVlly_056	636588	6208	32.76627	-117.16079	5/12/2020	
551910	CA018_SD_Pninsla_065	646880	1001	32.751194	-117.235864	5/19/2020	
546823	CA018_SD_SEastrn_058	641317	14984	32.696944	-117.097953	5/18/2020	