

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

This TWELFTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 6/15/2020 ("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 11 UOPs under the MUOA, which include a total of 129 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 MOUA 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:

06/10/20

THE CITY OF SAN DIEGO, a California municipal corporation

By


Cybele E. Thompson
Director, Real Estate Assets

Date: 06/09/2020

CELLCO PARTNERSHIP, a Delaware partnership

By


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

APPROVED AS TO FORM:

Date:

06/12/20

MARA W. ELLIOTT, City Attorney

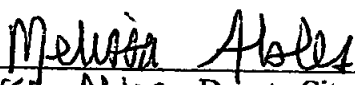
By 
Melissa Ables, Deputy City Attorney

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)
525437	CA018_SD_BarLogn_001	636147	9322	32.7031	-117.14842	6/5/2020	
546490	CA018_SD_CityHts_009	649164	39763	32.757402	-117.08167	5/26/2020	
546275	CA018_SD_College_016	650964	18801	32.76858	-117.0687	5/31/2020	
547011	CA018_SD_DwnTwn_029	636592	8910	32.719761	-117.170858	5/28/2020	
551468	CA018_SD_DwnTwn_076	637422	9141	32.711614	-117.158449	6/1/2020	
551426	CA018_SD_DwnTwn_096	637429	9045	32.719961	-117.161254	5/22/2020	
547190	CA018_SD_Encanto_038	640717	20469	32.695016	-117.066079	5/22/2020	
547189	CA018_SD_Encanto_043	638607	20534	32.701236	-117.062841	5/2/2020	
547038	CA018_SD_Encanto_049	640720	19757	32.706552	-117.060789	5/26/2020	
547118	CA018_SD_Encanto_054	641306	20403	32.704236	-117.055962	5/27/2020	
546974	CA018_SD_Encanto_059	638625	15026	32.704613	-117.085227	5/22/2020	
547244	CA018_SD_MsnVlly_043	636583	6799	32.772662	-117.15708	5/28/2020	
546766	CA018_SD_NormHts_009	652433	39955	32.766396	-117.112098	6/4/2020	
546772	CA018_SD_NormHts_016	652441	15909	32.757108	-117.116688	5/26/2020	
546587	CA018_SD_NorPark_059	652867	12204	32.74642	-117.129991	6/5/2020	
546596	CA018_SD_NorPark_072	652872	12209	32.74224	-117.13	6/5/2020	
546600	CA018_SD_NorPark_073	652873	11565	32.74095	-117.129377	6/5/2020	
546826	CA018_SD_SEastrn_047	643128	515162	32.693692	-117.119195	5/27/2020	
547146	CA018_SD_SEastrn_050	649073	511619	32.71519	-117.104535	5/29/2020	
546897	CA018_SD_SEastrn_064	643129	10238	32.690875	-117.114726	6/5/2020	
547158	CA018_SD_SEastrn_073	647073	9856	32.709313	-117.146823	6/5/2020	
546763	CA018_SD_SEastrn_082	648235	10877	32.701316	-117.122666	5/28/2020	
546691	CA018_SD_SEastrn_084	647705	11198	32.701272	-117.13396	6/2/2020	
547042	CA018_SD_SkylnPH_008	638629	20691	32.710814	-117.05471	6/3/2020	
546423	CA018_SD_SkylnPH_101	639850	22549	32.68395	-117.047699	6/5/2020	