

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

This THIRTEENTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 6/30/2020 ("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 12 UOPs under the MUOA, which include a total of 154 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: 6/15/20

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
Cybele L. Thompson
Director, Real Estate Assets

Date: 06/22/2020

CELLCO PARTNERSHIP, a Delaware partnership

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

APPROVED AS TO FORM:

Date: 6/30/2020

• MARA W. ELLIOTT, City Attorney

By [Signature]
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)
546860	CA018_SD_BalbPk_002	643114	7557	32.729434	-117.15932	6/17/2020	
546485	CA018_SD_CityHts_008	649163	17818	32.756742	-117.08802	6/9/2020	
546457	CA018_SD_CityHts_018	649174	12155	32.75324	-117.120345	5/29/2020	
546456	CA018_SD_CityHts_022	649095	12539	32.74986	-117.119423	6/9/2020	
546805	CA018_SD_CityHts_028	650945	12552	32.749584	-117.110503	6/11/2020	
546341	CA018_SD_College_005	650959	19173	32.768416	-117.054534	6/17/2020	
546274	CA018_SD_College_018	650966	17619	32.770566	-117.072025	6/12/2020	
525548	CA018_SD_DwnTwn_014	628841	9012	32.71785645	-117.1648211	6/11/2020	
546941	CA018_SD_DwnTwn_043	636160	8967	32.715556	-117.161194	5/31/2020	
551470	CA018_SD_DwnTwn_064	636600	9263	32.711344	-117.16478	6/18/2020	
551466	CA018_SD_DwnTwn_077	637423	9254	32.710326	-117.163673	6/17/2020	
551491	CA018_SD_DwnTwn_119	641531	7749	32.724177	-117.169602	6/15/2020	
546635	CA018_SD_Eastern_006	639145	21159	32.744003	-117.061178	6/18/2020	
547117	CA018_SD_Encanto_044	640716	20800	32.703562	-117.062048	5/18/2020	
551938	CA018_SD_LndVsta_049	646867	6464	32.773767	-117.167794	6/17/2020	
547317	CA018_SD_MsnVlly_045	636589	6523	32.770734	-117.163434	5/26/2020	
557677	CA018_SD_NormHts_015	652438	15908	32.757118	-117.118869	6/15/2020	
546705	CA018_SD_NorPark_012	651879	6154	32.762785	-117.139999	6/9/2020	
546369	CA018_SD_NorPark_016	651882	8523	32.746354	-117.146092	6/17/2020	
546444	CA018_SD_NorPark_038	651385	12567	32.755154	-117.130297	6/9/2020	
546445	CA018_SD_NorPark_039	652857	12571	32.754162	-117.130312	6/8/2020	
546586	CA018_SD_NorPark_044	652859	12519	32.74833	-117.13267	6/12/2020	
547023	CA018_SD_Pninsla_025	658633	1204	32.74084	-117.230292	6/17/2020	
551914	CA018_SD_Pninsla_059	646878	1060	32.743884	-117.234835	6/15/2020	
546902	CA018_SD_SEastrn_042	646884	10265	32.692013	-117.104947	6/10/2020	
546756	CA018_SD_SEastrn_044	638628	10646	32.7012	-117.107952	6/15/2020	
546825	CA018_SD_SEastrn_046	647698	11208	32.6961	-117.116874	6/9/2020	
546832	CA018_SD_SEastrn_053	646886	15093	32.696196	-117.102667	6/17/2020	
546748	CA018_SD_SEastrn_055	646887	10278	32.701189	-117.11454	6/11/2020	
546836	CA018_SD_SEastrn_056	647702	15294	32.693302	-117.102528	6/9/2020	
546827	CA018_SD_SEastrn_069	646890	10815	32.695884	-117.118984	6/18/2020	
547191	CA018_SD_SkylnPH_002	640724	19784	32.691311	-117.062816	6/11/2020	
547255	CA018_SD_SkylnPH_027	643685	20408	32.691621	-117.040893	6/11/2020	
546496	CA018_SD_SkylnPH_094	642584	22945	32.668795	-117.050392	5/27/2020	
546305	CA018_SD_Uptown_068	647093	8516	32.748342	-117.150036	6/17/2020	