

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

This SECOND USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this September 1, 2020 ("Effective Date"), by and between the City of San Diego, a California municipal corporation ("CITY"), and NEW CINGULAR WIRELESS PCS, 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 July 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 A to the MUOA, on up to 1,500 CITY Sites 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 Site and the location on the Site 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 1 (ONE) UOPs under the MUOA, which include a total of 144 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: 9/9/2020

THE CITY OF SAN DIEGO, a California municipal corporation

By



~~Cybele L. Thompson~~ Kristin Geitz

Interim Director, Real Estate Assets

Date: 7/24/2020

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

By: AT&T Mobility Corporation

By



(Print Name)

~~AT&T Mobility~~ Darrell Bass

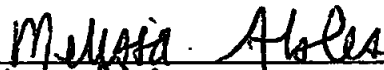
(Title) ~~AT&T Mobility~~ - Director

APPROVED AS TO FORM:

Date: 9/22/2020

MARA W. ELLIOTT, City Attorney

By



Melissa Ahles, Deputy City Attorney

Exhibit A: Approved Sites List

Please fill in following information for each approved site (please add additional pages if needed)

	Applicant Reference Number/Site ID	City of SD PTS Number	Latitude	Longitude	Permit Issue Date	City Lease ID: (To be filled out by City)
1	MRSDL015085 / CAL06706F_R02	640462	32.7199761	-117.1594528	10/9/2019	
2	MRSDL015098 / CAL06708F_R02	640459	32.7178694	-117.1621306	3/18/2020	
3	MRSDL015101 / CAL06708F_R01	640461	32.720005	-117.161939	12/2/2019	
4	MRSDL015198 / CAL07000F_R01	640447	32.7124168	-117.1627942	10/7/2019	
5	MRSDL015067 / CAL06704F_R02	612208	32.72191	-117.15646	8/30/2018	
6	MRSDL023497 / CAL06872F_R01	612260	32.9079417	-117.157989	10/2/2018	
7	MRSDL023618 / CAL06660F_R03	612341	32.753109	-117.203384	9/27/2018	
8	MRSDL015287 / CAL07020F_R02	615742	32.76251	-117.23084	3/19/2019	
9	MRSDL015076 / CAL06705F_R02	621241	32.7218083	-117.1525972	9/12/2019	
10	MRSDL023794 / CAL06878F_R02	621368	32.7127417	-117.1600667	4/15/2019	
11	MRSDL017834 / CAL06670F_R01	626715	32.7044222	-117.1256417	8/15/2019	
12	MRSDL023499 / CAL06872F_R02	626763	32.9069833	-117.1647139	8/15/2019	
13	MRSDL017764 / CAL06912F_R01	627195	32.9136389	-117.2251056	9/17/2019	
14	MRSDL023559 / CAL06812F_R01	631201	32.901924	-117.111892	10/4/2019	
15	MRSDL017769 / CAL06909F_R02	631203	32.925801	-117.144246	10/4/2019	
16	MRSDL017916 / CAL06634F_R01	631269	32.949189	-117.23426	8/27/2019	
17	MRSDL017747 / CAL06688F_R02	631270	32.9099222	-117.1557361	8/30/2019	
18	MRSDL023601 / CAL06882F_R01	631271	32.74591	-117.09986	9/27/2019	
19	MRSDL027022 / CAL06935F_R01	643788	32.81557	-117.24815	1/9/2020	
20	MRSDL026751 / CAL06992F_R03	651555	32.917586	-117.150275	3/20/2020	
21	MRSDL026753 / CAL06993F_R01	632580	32.915668	-117.14932	8/30/2019	
22	MRSDL026776 / CAL06983F_R01	632705	32.9148944	-117.1243722	10/9/2019	
23	MRSDL026778 / CAL06983F_R02	632706	32.918043	-117.125116	7/23/2019	
24	MRSDL026787 / CAL06985F_R02	632711	32.9137667	-117.1110056	9/26/2019	
25	MRSDL026791 / CAL06987F_R01	632713	32.9034583	-117.1136528	8/26/2019	
26	MRSDL026738 / CAL06991F_R01	632714	32.924097	-117.158506	10/9/2019	
27	MRSDL026762 / CAL07052F_R01	632718	32.721025	-117.0847917	8/22/2019	
28	MRSDL026761 / CAL07052F_R02	632719	32.7235472	-117.0847083	10/4/2019	
29	MRSDL026765 / CAL07053F_R02	632720	32.7121056	-117.0937556	8/29/2019	
30	MRSDL026773 / CAL07054F_R02	632721	32.716224	-117.07488	9/11/2019	
31	MRSDL027028 / CAL06935F_R02	632724	32.810189	-117.249103	10/17/2019	
32	MRSDL027030 / CAL06935F_R03	632725	32.811727	-117.254147	10/17/2019	
33	MRSDL027027 / CAL06936F_R02	632726	32.8123394	-117.2512209	10/4/2019	
34	MRSDL027025 / CAL07049F_R03	633275	32.8178348	-117.2477074	8/30/2019	
35	MRSDL026799 / CAL06986F_R01	633276	32.9116667	-117.0992111	8/19/2019	
36	MRSDL026798 / CAL06986F_R02	633277	32.9051667	-117.1044528	9/13/2019	
37	MRSDL026795 / CAL06986F_R03	633278	32.903744	-117.109712	8/19/2019	
38	MRSDL026745 / CAL06992F_R01	633279	32.92341	-117.146867	8/30/2019	
39	MRSDL026748 / CAL06993F_R02	633280	32.914349	-117.129197	9/17/2019	
40	MRSDL026767 / CAL07053F_R01	633281	32.709443	-117.08517	10/11/2019	
41	MRSDL017742 / CAL06681F_R02	636173	32.91676	-117.12898	4/29/2020	
42	MRSDL015135 / CAL07044F_R01	638422	32.8639472	-117.2360583	5/7/2020	
43	MRSDL017851 / CAL06613F_R02	638423	32.5473	-117.0452778	3/16/2020	
44	MRSDL028107 / CAL07081F_R01	641332	32.7491889	-117.2145278	4/17/2020	
45	MRSDL028172 / CAL07125F_R01	641339	32.8097611	-117.1316	3/11/2020	
46	MRSDL028175 / CAL07125F_R03	641341	32.807911	-117.129102	3/22/2020	
47	MRSDL028198 / CAL07127F_R02	641346	32.8293306	-117.1299694	5/5/2020	
48	MRSDL028202 / CAL07127F_R03	641347	32.8338667	-117.1307	4/29/2020	
49	MRSDL028195 / CAL07128F_R01	641348	32.8239438	-117.1377778	5/15/2020	
50	MRSDL028210 / CAL07128F_R03	641908	32.8221694	-117.149994	4/24/2020	