

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

This **THIRD** USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this **February 1, 2021** ("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 2 (TWO) UOPs under the MUOA, which include a total of 194 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: 3/5/2021

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
Kristin Geitz, Interim Director
Real Estate Assets Department

Date: 2/25/2021

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

By: AT&T Mobility Corporation

By [Signature]
(Print Name) JARROD BUSS
(Title) C+E Director

APPROVED AS TO FORM:

Date: 3/15/2021

MARA W. ELLIOTT, City Attorney

By [Signature]
Melissa Ables, 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	MRSO026780 / CAL06983F_R03	632707	32.915901	-117.120693	7/23/2019	
2	MRSO023491 / CAL06871F_R01	626766	32.905379	-117.163416	8/19/2019	
3	MRSO026772 / CAL06971F_R03	632578	32.581542	-117.0925682	9/17/2019	
4	MRSO026789 / CAL06984F_R03	632708	32.919608	-117.113297	9/17/2019	
5	MRSO023445 / CAL06870F_R03	631205	32.755376	-117.200215	10/1/2019	
6	MRSO015154 / CAL07045F_R02	627041	32.863128	-117.24464	10/11/2019	
7	MRSO026428 / CAL07085F_R02	632722	32.8986079	-117.1958598	10/17/2019	
8	MRSO023626 / CAL06812F_R03	631204	32.908735	-117.161322	10/21/2019	
9	MRSO026792 / CAL06985F_R03	632712	32.911309	-117.110902	12/19/2019	
10	MRSO015116 / CAL07041F_R02	638429	32.86225	-117.23321	3/16/2020	
11	MRSO028123 / CAL07112F_R02	641338	32.753234	-117.11659	4/8/2020	
12	MRSO028121 / CAL07140F_R02	641910	32.701092	-117.03961	5/1/2020	
13	MRSO022823 / CAL06854F_R01	638428	32.79844	-117.24743	5/5/2020	
14	MRSO028189 / CAL07126F_R02	641343	32.81303	-117.123312	5/5/2020	
15	MRSO026422 / CAL07045F_R03	633282	32.901977	-117.198333	5/12/2020	
16	MRSO028161 / CAL07130F_R01	647161	32.77191	-117.13781	5/21/2020	
17	MRSO028114 / CAL07140F_R03	641911	32.703957	-117.025181	5/28/2020	
18	MRSO028193 / CAL07126F_R03	641344	32.828629	-117.125104	6/1/2020	
19	MRSO028184 / CAL07127F_R01	641345	32.825693	-117.128288	6/3/2020	
20	MRSO028090 / CAL07082F_R03	641335	32.799974	-117.22593	6/9/2020	
21	MRSO028191 / CAL07111F_R02	641336	32.930525	-117.081762	6/30/2020	
22	MRSO028120 / CAL07112F_R03	641906	32.75341	-117.11913	7/7/2020	
23	MRSO028186 / CAL07130F_R03	647162	32.766903	-117.170916	7/20/2020	
24	MRSO028100 / CAL07082F_R02	641334	32.789405	-117.208654	8/4/2020	
25	MRSO028207 / CAL07128F_R02	641907	32.828099	-117.153423	9/2/2020	
26	MRSO017892 / CAL06673F_R02	662895	32.69446	-117.10823	10/12/2020	
27	MRSO031214 / CAL06878F_R03	636167	32.71033	-117.15931	10/12/2020	
28	MRSO031202 / CAL07004F_R02	637252	32.707566	-117.154938	10/29/2020	
29	MRSO028127 / CAL07141F_R01	641912	32.703196	-117.030952	11/3/2020	
30	MRSO026740 / CAL06991F_R02	647159	32.91073	-117.139	11/6/2020	
31	MRSO028110 / CAL07155F_R02	657412	32.71553	-117.03209	11/9/2020	
32	MRSO015048 / CAL06739F_R02	638426	32.86663	-117.2061	11/10/2020	
33	MRSO017814 / CAL06617F_R02	636190	32.547304	-117.034569	11/16/2020	
34	MRSO026774 / CAL06971F_R02	664109	32.57479	-117.09716	11/19/2020	
35	MRSO015381 / CAL06718F_R02	656624	32.6935	-117.14076	11/25/2020	
36	MRSO028117 / CAL07141F_R02	641913	32.699996	-117.02951	11/30/2020	
37	MRSO015372 / CAL06718F_R01	654041	32.6988186	-117.146123	12/4/2020	
38	MRSO017746 / CAL06680F_R02	638425	32.91714	-117.12687	12/7/2020	
39	MRSO023494 / CAL06871F_R02	647154	32.90808	-117.14359	12/15/2020	
40	MRSO031217 / CAL06709F_R02	636181	32.7146	-117.16002	12/30/2020	
41	MRSO031210 / CAL06878F_R01	637241	32.70925	-117.15839	1/19/2021	
42	MRSO015132 / CAL07042F_R01	664218	32.85811	-117.2557	1/20/2021	
43	MRSO028180 / CAL07111F_R03	641337	32.937115	-117.099911	1/20/2021	
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