

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

This TWENTY-SIXTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 12/07/2020 ("Effective Date"), by and between the City of San Diego, a California municipal corporation ("CITY"), and CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS successor in interest to VERIZON WIRELESS (VAW) LLC. ("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 25 UOPs under the MUOA, which include a total of 436 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;

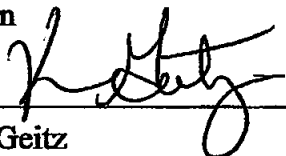
NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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: 12/3/2020

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Kristin Geitz
Interim Director, Real Estate Assets Department

Date: 11/25/2020

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

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

APPROVED AS TO FORM:

Date: 12/16/2020

• MARA W. ELLIOTT, City Attorney

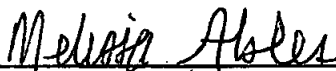
By 
Melissa Ables, Deputy City Attorney

Exhibit A: Approved Sites List

Site	Applicant Reference	Applicant Reference	City of SD PTS	City pole JOIN ID #	Site Latitude	Site Longitude	Permit Issue Date	City Lease ID:
Count	Number (GL Code)	Name	Number					(To be filled out by City)
1	546742	CA018_SD_CityHts_049	651380	12176	32.753114	-117.105767	11/17/2020	
2	546843	CA018_SD_College_002	650955	18857	32.775456	-117.049611	11/23/2020	
3	551481	CA018_SD_DwnTwn_140	643668	9304	32.710398	-117.149354	11/13/2020	
4	546342	CA018_SD_Eastern_030	652413	19240	32.767274	-117.056252	11/12/2020	
5	547075	CA018_SD_GldnHll_020	645554	9678	32.715729	-117.143101	11/13/2020	
6	546677	CA018_SD_LndVsta_016	652856	6231	32.776024	-117.173176	11/13/2020	
7	547062	CA018_SD_MirMesa_018	648226	28239	32.901501	-117.203161	11/12/2020	
8	547539	CA018_SD_MissBay_017	659384	2957	32.76195	-117.214116	11/16/2020	
9	547132	CA018_SD_MirMesa_035	656056	29854	32.908864	-117.174732	11/20/2020	
10	551950	CA018_SD_NormHts_025	661686	15452	32.764836	-117.123871	11/18/2020	
11	547240	CA018_SD_OcnBch_001	656374	451	32.750727	-117.251148	11/19/2020	
12	547216	CA018_SD_SEastrn_035	646037	10856	32.711406	-117.109034	11/20/2020	
13	546500	CA018_SD_SkylnPH_107	642381	22987	32.672039	-117.043616	11/18/2020	
14	546502	CA018_SD_SkylnPH_108	642382	22984	32.673392	-117.042922	11/23/2020	