

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

This TWENTY-SEVENTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 12/22/2020 ("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 26 UOPs under the MUOA, which include a total of 450 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;

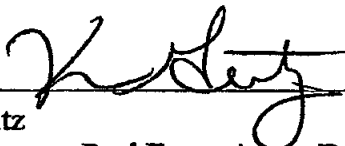
NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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: 12/23/2020

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Kristin Geitz
Interim Director, Real Estate Assets Department

Date: 12/10/2020

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

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

APPROVED AS TO FORM:

Date: 1/12/2021

MARA W. ELLIOTT, City Attorney

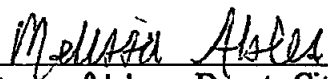
By 
Melissa Aules, Deputy City Attorney

Exhibit A: Approved Sites List

Site	Applicant Reference	Applicant Reference	City of SD	City pole	Site Latitude	Site	Permit	City Lease ID:
Count	Number (GL Code)	Name	PTS Number	JOIN ID #		Longitude	Issue Date	(To be filled out by City)
1	546512	CA018_SD_CityHts_023	649182	12742	32.749164	-117.120689	12/8/2020	
2	546814	CA018_SD_CityHts_060	666321	13321	32.742066	-117.100873	11/23/2020	
3	525451	CA018_SD_DwnTwn_004	628462	8863	32.71587	-117.16927	12/7/2020	
4	557674	CA018_SD_Eastern_054	665334	13902	32.74861	-117.072732	12/8/2020	
5	546817	CA018_SD_Eastern_072	665339	13584	32.742425	-117.074911	12/1/2020	
6	546956	CA018_SD_Eastern_073	665341	13740	32.731339	-117.089193	12/2/2020	
7	546580	CA018_SD_Encanto_047	641312	20716	32.69457502	117.0602148	11/25/2020	
8	547016	CA018_SD_GldnHll_005	657352	11678	32.72141	-117.132849	12/8/2020	
9	546530	CA018_SD_LndVsta_046	653691	3746	32.764317	-117.195413	11/30/2020	
10	547212	CA018_SD_MirMesa_020	649098	28299	32.905262	-117.180987	12/2/2020	
11	547204	CA018_SD_MirMesa_044	656839	28419	32.907755	-117.181499	12/7/2020	
12	546530	CA018_SD_OcnBch_023	646877	1061	32.750884	-117.242433	11/30/2020	
13	547515	CA018_SD_OtyMesa_037	658295	23412	32.581843	-117.064041	11/25/2020	
14	547535	CA018_SD_PacBch_016	655936	2764	32.80482	-117.2181	11/30/2020	
15	547386	CA018_SD_PacBch_018	655939	1682	32.803236	-117.257429	12/3/2020	
16	547105	CA018_SD_Pninsla_023	656050	711	32.723645	-117.22835	12/2/2020	
17	547088	CA018_SD_SEastrn_074	648230	11273	32.711849	-117.125201	11/30/2020	
18	546507	CA018_SD_SkylnPH_116	642387	20574	32.688765	-117.03723	12/4/2020	
19	546920	CA018_SD_TorPine_012	668696	27916	32.904587	-117.226204	12/8/2020	
20	547068	CA018_SD_Unvrsty_024	654092	31308	32.87695	-117.205242	12/3/2020	
21	546297	CA018_SD_Uptown_040	649889	6643	32.757297	-117.148936	11/19/2020	
22	547360	CA018_SD_Uptown_067	647712	8149	32.749721	-117.165128	12/2/2020	