

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

This TWENTY-EIGHTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 01/15/2021 ("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 27 UOPs under the MUOA, which include a total of 472 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;

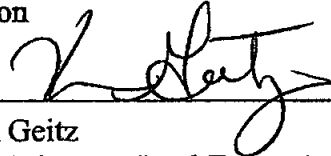
NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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.

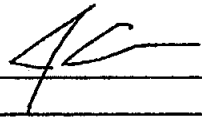
Date: 1/14/21

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Kristin Geitz
Interim Director, Real Estate Assets Department

Date: 1/7/2021

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

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

APPROVED AS TO FORM:

Date: 2/3/2021

• 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	546812	CA018_SD_CityHts_057	666318	12518	32.746054	-117.10814	12/24/2020	
2	547080	CA018_SD_CityHts_083	645542	10921	32.718903	-117.10847	12/10/2020	
3	546611	CA018_SD_LndVsta_020	653376	6781	32.786792	-117.117176	12/22/2020	
4	546615	CA018_SD_LndVsta_022	653380	3955	32.777425	-117.132209	12/24/2020	
5	546474	CA018_SD_LndVsta_043	653397	3737	32.767352	-117.195385	12/15/2020	
6	546475	CA018_SD_LndVsta_045	655968	3767	32.764882	-117.196099	12/31/2020	
7	547469	CA018_SD_MirMesa_028	656052	27965	32.907167	-117.188958	12/31/2020	
8	547066	CA018_SD_MirMesa_050	656848	28286	32.903675	-117.184296	12/23/2020	
9	546453	CA018_SD_NorPark_051	652863	12525	32.750274	-117.125114	12/9/2020	
10	551907	CA018_SD_OcnBch_027	644913	1016	32.754032	-117.238103	12/11/2020	
11	546648	CA018_SD_OtyMesa_043	658622	23309	32.579768	-117.054019	12/16/2020	
12	546547	CA018_SD_Pninsla_002	656038	3154	32.756148	-117.221888	12/22/2020	
13	546750	CA018_SD_SEastrn_028	646034	10273	32.701364	-117.1105	12/14/2020	
14	547439	CA018_SD_SnYsdro_008	667997	24844	32.566611	-117.057706	12/16/2020	
15	546287	CA018_SD_TorHills_001	663497	27786	32.920377	-117.230804	12/15/2020	
16	546914	CA018_SD_Unvrsty_023	654091	25488	32.894146	-117.23929	12/22/2020	
17	547357	CA018_SD_Unvrsty_102	665310	25844	32.866373	-117.216647	12/21/2020	
18	546866	CA018_SD_Uptown_102	647715	7878	32.727091	-117.163101	12/17/2020	
19	546872	CA018_SD_Uptown_103	656414	7783	32.723987	-117.16103	12/21/2020	