

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

This THIRTIETH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 02/09/2021 ("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 29 UOPs under the MUOA, which include a total of 512 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;

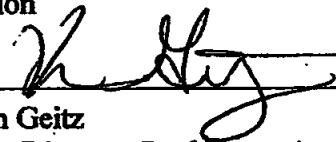
NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

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.

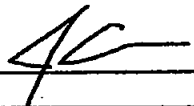
Date: 2/2/21

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Kristin Geitz
Interim Director, Real Estate Assets Department

Date: 1/27/2021

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

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

APPROVED AS TO FORM:

Date: 2/10/2021

• MARA W. ELLIOTT, City Attorney

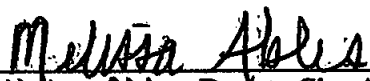
By 
Melissa Ables, Deputy City Attorney

Exhibit A: Approved Sites List

Site	Applicant Reference	Applicant Reference	City of SD PTS	City pole JOIN	Site Latitude	Site Longitude	Permit Issue	City Lease ID:
Count	Number (GL Code)	Name	Number	ID #			Date	(To be filled out by City)
1	546380	CA018_SD_BalbPk_001	649213	7848	32.736523	-117.159531	1/21/2021	
2	525475	CA018_SD_DwnTwn_022	628568	8855	32.716611	-117.167468	1/20/2021	
3	547037	CA018_SD_Encanto_041	638606	20689	32.709317	-117.066872	1/7/2021	
4	546676	CA018_SD_LndVsta_029	648218	3890	32.772212	-117.177732	1/21/2021	
5	547203	CA018_SD_MirMesa_032	656055	28418	32.906693	-117.185323	1/20/2021	
6	547199	CA018_SD_MirMesa_048	656847	283880	32.904375	-117.191211	1/15/2021	
7	546993	CA018_SD_MirMesa_057	656856	31707	32.895014	-117.202614	1/22/2021	
8	546769	CA018_SD_NorPark_007	651877	15590	32.762976	-117.130332	1/19/2021	
9	546516	CA018_SD_NorPark_052	652864	8551	32.748358	-117.141033	1/19/2021	
10	547403	CA018_SD_OtyMesa_062	667975	24638	32.570963	-117.064813	1/20/2021	
11	546250	CA018_SD_PacBch_038	657337	1924	32.795576	-117.251427	1/22/2021	
12	546248	CA018_SD_PacBch_041	656401	2024	32.792704	-117.254173	1/20/2021	
13	546546	CA018_SD_PacHwy_007	657342	1071	32.751153	-117.213329	1/21/2021	
14	546755	CA018_SD_SEastrn_034	663506	10980	32.706648	-117.122446	1/19/2021	
15	546762	CA018_SD_SEastrn_083	646891	10769	32.696059	-117.125448	1/20/2021	
16	547436	CA018_SD_SnYsdro_010	670772	24397	32.562865	-117.066597	1/15/2021	
17	546925	CA018_SD_Unvrsty_013	654084	25818	32.885175	-117.221043	11/30/2020	
18	546849	CA018_SD_Unvrsty_020	664829	25485	32.894849	-117.239553	1/20/2021	
19	546912	CA018_SD_Unvrsty_022	664832	25491	32.897578	-117.239721	1/20/2021	
20	547070	CA018_SD_Unvrsty_026	654093	31816	32.8788	-117.205252	1/19/2021	
21	546845	CA018_SD_Unvrsty_030	660088	25585	32.895978	-117.230692	1/21/2021	
22	547344	CA018_SD_Unvrsty_096	663951	31345	32.868342	-117.198215	1/15/2021	
23	546304	CA018_SD_Uptown_020	647711	8291	32.748463	-117.157547	1/22/2021	