

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

This THIRTY-FIRST USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 02/23/2021 ("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 30 UOPs under the MUOA, which include a total of 53 5 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: 2/11/2021

THE CITY OF SAN DIEGO, a California municipal corporation

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

Date: 02/08/2021

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

By [Signature]
(Print Name) Joel Crane
(Title) Sr. Manager Real Estate

APPROVED AS TO FORM:

Date: 3/1/2021

• MARA W. ELLIOTT, City Attorney

By [Signature]
Melissa Ables, Deputy City Attorney

Exhibit A: Approved Sites List

Site Count	Applicant Reference Number (GL Code)	Applicant Reference Name	City of SD PTS Number	City pole JOIN ID #	Site Latitude	Site Longitude	Permit Issue Date	City Lease ID: (To be filled out by City)
1	546809	CA018_SD_CityHts_055	667204	13665	32.745336	-117.086167	2/1/2021	
2	551451	CA018_SD_DwnTwn_084	641522	8889	32.711644	-117.166438	1/27/2021	
3	551442	CA018_SD_DwnTwn_128	643118	9524	32.715679	-117.15186	1/26/2021	
4	547206	CA018_SD_MirMesa_059	659389	31229	32.89284	-117.201828	2/2/2021	
5	547410	CA018_SD_OtyMesa_055	668717	23653	32.574166	-117.046389	1/27/2021	
6	547418	CA018_SD_OtyMesa_065	667983	22419	32.570852	-117.078616	1/26/2021	
7	551928	CA018_SD_PacBch_044	644603	2923	32.781149	-117.236654	2/1/2021	
8	546544	CA018_SD_PacHwy_005	657340	6840	32.745034	-117.208238	1/27/2021	
9	551899	CA018_SD_Pninsla_057	644915	156279	32.74819	-117.22599	1/27/2021	
10	547323	CA018_SD_SkylnPH_009	643679	20796	32.692808	-117.051935	1/28/2021	
11	546967	CA018_SD_SkylnPH_026	668726	20088	32.717315	-117.043454	1/28/2021	
12	546972	CA018_SD_SkylnPH_046	667503	20447	32.715208	-117.032637	1/29/2021	
13	546360	CA018_SD_SkylnPH_112	642384	22964	32.683356	-117.040575	2/2/2021	
14	547437	CA018_SD_SnYsdro_016	670779	24895	32.560902	-117.058274	1/29/2021	
15	547444	CA018_SD_SnYsdro_019	668013	24292	32.565738	-117.045407	1/25/2021	
16	546918	CA018_SD_TorPine_018	667212	27312	32.906267	-117.231476	1/27/2021	
17	546847	CA018_SD_Unvrsty_008	668702	27754	32.907428	-117.243677	1/27/2021	
18	547341	CA018_SD_Unvrsty_081	668707	25553	32.864697	-117.225415	1/25/2021	
19	547277	CA018_SD_Unvrsty_085	668709	26109	32.862249	-117.216034	1/25/2021	
20	547374	CA018_SD_Uptown_041	657349	516284	32.755181	-117.165961	1/27/2021	
21	547373	CA018_SD_Uptown_057	647076	8140	32.749714	-117.17037	1/27/2021	
22	546857	CA018_SD_Uptown_097	647105	7638	32.731444	-117.165912	2/1/2021	