

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

This THIRTY-FOURTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 03/26/2021 ("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 33 UOPs under the MUOA, which include a total of 607 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: 3/24/2021

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Asst. Director Real Estate Assets

Date: 3/11/2021

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

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

APPROVED AS TO FORM:

Date: 3/30/21

MARA W. ELLIOTT, City Attorney

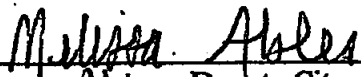
By 
Melissa Ahlers, Deputy City Attorney

Exhibit A: Approved Sites List

Site	Applicant Reference	Applicant Reference	City of SD PTS Number	City pole JOIN ID #	Site Latitude	Site Longitude	Permit Issue Date	City Lease ID:
Count	Number (GL Code)	Name						(To be filled out by City)
1	546864	CA018_SD_DwnTwn_057	649894	7709	32.729645	-117.172982	3/4/2021	
2	551431	CA018_SD_DwnTwn_097	637430	7913	32.720841	-117.163733	2/26/2021	
3	551444	CA018_SD_DwnTwn_131	641326	9433	32.716731	-117.149383	3/9/2021	
4	546556	CA018_SD_Eastern_005	638350	21274	32.755359	-117.05207	3/4/2021	
5	546281	CA018_SD_MirMesa_006	654528	28447	32.918363	-117.17494	3/2/2021	
6	547139	CA018_SD_MirMesa_040	654532	28266	32.913219	-117.198162	3/3/2021	
7	546387	CA018_SD_MissBch_001	655699	1316	32.768896	-117.250778	3/5/2021	
8	547168	CA018_SD_OcnBch_006	656388	866	32.748961	-117.24146	3/9/2021	
9	547235	CA018_SD_OcnBch_011	656389	411	32.741314	-117.250644	3/1/2021	
10	546571	CA018_SD_OtyMesa_008	664744	22137	32.583533	-117.091925	3/2/2021	
11	547462	CA018_SD_OtyMesa_011	664746	22281	32.588177	-117.07196	3/7/2021	
12	547396	CA018_SD_OtyMesa_016	664837	21975	32.572904	-117.090157	3/3/2021	
13	547400	CA018_SD_OtyMesa_017	664841	21916	32.572901	-117.081395	3/3/2021	
14	547394	CA018_SD_PacBch_025	656857	2851	32.80133	-117.233392	3/3/2021	
15	547028	CA018_SD_Pninsla_024	656051	773	32.738987	-117.21679	2/24/2021	
16	547099	CA018_SD_Pninsla_042	659400	784	32.732047	-117.222663	3/9/2021	
17	547085	CA018_SD_SEastrn_070	647703	9888	32.708562	-117.140129	2/28/2021	
18	547181	CA018_SD_SkylnPH_048	667994	21723	32.705102	-117.028842	2/26/2021	
19	547457	CA018_SD_SnYsdro_002	670767	24657	32.558153	-117.044417	3/2/2021	
20	546725	CA018_SD_Unvrsty_055	660756	25928	32.879926	-117.243734	3/3/2021	
21	546276	CA018_SD_Unvrsty_077	659406	25721	32.869186	-117.21711	2/25/2021	
22	547349	CA018_SD_Unvrsty_107	665321	26182	32.861939	-117.225428	3/3/2021	
23	546858	CA018_SD_Uptown_085	647100	7604	32.731476	-117.163176	3/5/2021	
24	546384	CA018_SD_Uptown_089	647101	7671	32.732329	-117.16132	3/5/2021	
25	546383	CA018_SD_Uptown_095	647104	7645	32.733353	-117.164061	3/2/2021	