

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

This THIRTY-SECOND USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 03/02/2021 ("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 31 UOPs under the MUOA, which include a total of 557 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: 2/25/21

THE CITY OF SAN DIEGO, a California municipal corporation

By 
Kristin Geitz
Interim Director, Real Estate Assets Department

Date: 2/22/2021

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

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

APPROVED AS TO FORM:

Date: 3/1/2021

• MARA W. ELLIOTT, City Attorney

By 
Melissa Atkins, 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	546896	CA018_SD_BarLogn_007	658639	11220	32.692952	-117.133592	2/8/2021	
2	546804	CA018_SD_CityHts_026	656060	12031	32.748772	-117.111805	2/5/2021	
3	546813	CA018_SD_CityHts_058	666319	513336	32.744153	-117.108102	2/9/2021	
4	551457	CA018_SD_DwnTwn_072	637420	9100	32.714776	-117.158254	2/10/2021	
5	546421	CA018_SD_Eastern_009	651022	19177	32.762895	-117.064438	2/5/2021	
6	546712	CA018_SD_Eastern_C68	655989	19568	32.768679	-117.043139	2/11/2021	
7	547157	CA018_SD_Encanto_003	638380	14946	32.715082	-117.085142	2/3/2021	
8	546906	CA018_SD_Encanto_058	638622	15050	32.69688	-117.085249	2/4/2021	
9	547130	CA018_SD_MirMesa_011	649097	28224	32.90989	-117.177508	2/8/2021	
10	547140	CA018_SD_MirMesa_041	654533	28279	32.910939	-117.200597	2/12/2021	
11	546396	CA018_SD_MissBay_004	653700	3025	32.761301	-117.219151	2/5/2021	
12	546392	CA018_SD_MissBay_025	655684	2975	32.769584	-117.244444	1/13/2021	
13	546442	CA018_SD_NorPark_029	651887	12150	32.755149	-117.123044	2/5/2021	
14	546656	CA018_SD_OtyMesa_052	668714	23432	32.5769	-117.043686	2/10/2021	
15	547407	CA018_SD_OtyMesa_058	667962	24395	32.573351	-117.060943	2/10/2021	
16	546606	CA018_SD_Pninsla_007	657328	852	32.753783	-117.218058	2/5/2021	
17	547094	CA018_SD_Pninsla_043	661339	1083	32.732989	-117.228401	2/5/2021	
18	557705	CA018_SD_Pninsla_055	665329	698	32.720437	-117.229896	2/11/2021	
19	547449	CA018_SD_SnYsdro_007	670771	23671	32.56192	-117.06197	2/10/2021	
20	547433	CA018_SD_SnYsdro_015	670777	23793	32.562739	-117.065569	2/12/2021	
21	547530	CA018_SD_Unvrsty_009	664826	26692	32.904522	-117.242003	2/3/2021	
22	547525	CA018_SD_Unvrsty_025	664833	27625	32.905841	-117.243359	2/3/2021	