

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

This THIRTY-FIFTH USE AND OCCUPANCY PERMIT PURSUANT TO THE TERM OF THE MASTER USE AND OCCUPANCY AGREEMENT (UOP) which is entered into this 04/09/2021 ("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 34 UOPs under the MUOA, which include a total of 632 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:

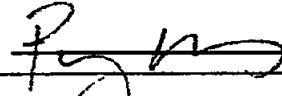
1. Grant. Subject to the terms of this UOP and the terms of the MUOA which are all incorporated into this UOP by this reference without the necessity of restating those terms and conditions, CITY hereby grants to PERMITTEE, its officers, employees, agents, and contractors the right to enter upon and 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: 4/27/2021

THE CITY OF SAN DIEGO, a California municipal corporation

By



Penny Maus

Director, Real Estate Assets Department

Date: 3/26/2021

CELLCO PARTNERSHIP, d/b/a Verizon Wireless

By

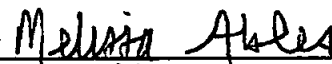
(Print Name) Joel Crane

(Title) Sr. Manager - Real Estate

APPROVED AS TO FORM:

Date: 4/27/21

MARA W. ELLIOTT, City Attorney

By 

Melissa Aboles 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	547332	CA018_SD_College_030	651007	17725	32.77056	-117.076367	3/19/2021	
2	546936	CA018_SD_DwnTwn_041	636144	9021	32.718757	-117.160085	3/18/2021	
3	546933	CA018_SD_DwnTwn_045	636593	8969	32.716646	-117.164627	3/18/2021	
4	546824	CA018_SD_Encanto_056	638619	14921	32.696696	-117.08935	3/17/2021	
5	546464	CA018_SD_LndVsta_039	653392	3669	32.769081	-117.191347	3/23/2021	
6	546450	CA018_SD_MirMesa_004	654526	29843	32.924452	-117.166379	3/22/2021	
7	547129	CA018_SD_MirMesa_013	648224	29852	32.908487	-117.172775	3/10/2021	
8	546517	CA018_SD_NorPark_041	652858	12809	32.752519	-117.130268	3/15/2021	
9	546450	CA018_SD_NorPark_048	652862	12620	32.755497	-117.135038	3/17/2021	
10	546665	CA018_SD_NorPark_079	652875	12664	32.737351	-117.129392	3/12/2021	
11	547236	CA018_SD_OcnBch_013	656391	477	32.739645	-117.252077	3/17/2021	
12	547412	CA018_SD_OtyMesa_057	667512	23434	32.574855	-117.041879	3/23/2021	
13	546315	CA018_SD_PacBch_027	657334	2648	32.800985	-117.225487	3/11/2021	
14	546318	CA018_SD_PacBch_043	656404	2919	32.790964	-117.236319	3/16/2021	
15	546747	CA018_SD_SEastrn_030	646035	10939	32.701163	-117.118614	3/16/2021	
16	546831	CA018_SD_SEastrn_043	646885	11144	32.696169	-117.106186	3/14/2021	
17	546970	CA018_SD_SkylnPH_036	667216	20077	32.715343	-117.037919	3/12/2021	
18	546365	CA018_SD_SkylnPH_100	639849	23102	32.678497	-117.049049	3/17/2021	
19	547451	CA018_SD_SnYsdro_023	668407	23455	32.563001	-117.044564	3/14/2021	
20	547440	CA018_SD_SnYsdro_024	670781	24818	32.563018	-117.055826	3/15/2021	
21	547452	CA018_SD_SnYsdro_027	670786	23678	32.560513	-117.045945	3/17/2021	
22	546922	CA018_SD_TorPine_008	667210	512889	32.903727	-117.216223	3/11/2021	
23	546853	CA018_SD_Unvrsty_033	660751	26862	32.898574	-117.229168	3/18/2021	
24	546378	CA018_SD_Uptown_094	647103	7643	32.736504	-117.164086	3/16/2021	