

**FIRST AMENDMENT
TO
CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE AGREEMENT
(Verizon – Torrey Highlands Park)**

This First Amendment to City of San Diego Telecommunications Lease Agreement (“**First Amendment**”), is dated as of January 28, 2021, for reference purposes only, and is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation (“**City**”), and CELLCO PARTNERSHIP, a Delaware general partnership, doing business as “Verizon Wireless,” as successor to Verizon Wireless (VA W) LLC, a Delaware limited liability company (“**Lessee**”). City and Lessee are sometimes referred to in this First Amendment, each individually, as a “**Party**” or, collectively, as the “**Parties**.” This First Amendment is entered into by City and Lessee with reference to the following recited facts (“**Recitals**”):

RECITALS

A. City and Lessee entered into that certain City of San Diego Telecommunications Lease Agreement, effective November 1, 2013, regarding, among other things, installation, and operation of certain telecommunications equipment at Torrey Highlands Park located in the City (“**Lease**”); and

B. City and Lessee enter into this First Amendment to amend the definition of the “**Premises**” under the Lease to add land area allowing for Lessee to install an additional fiber line in the Premises;

NOW, THEREFORE, CITY AND LESSEE AGREE, AS FOLLOWS:

1. **Premises Amendment.** The definition of “**Premises**” in Paragraph 1.4 of the Lease is amended to read in its entirety, as follows:

“**Premises**” – that certain portion of the “**Site**” (defined below) depicted in Exhibit B attached to this Lease where Lessee’s Communications Equipment is or will be physically located on the Site, as permitted by this Lease.

2. **Exhibit B (Site Plans) Amendment.** Exhibit B attached to the Lease is supplemented by **EXHIBIT B-1** attached to this First Amendment and made a part of this First Amendment.

3. **New Fiber Line Installation.** As all are depicted in **EXHIBIT B-1** attached to this First Amendment, City consents to Lessee installing two new hand holes on the Premises, installing new conduit connecting to Lessee’s existing conduit running to Lessee’s existing equipment shelter on the Premises, and installing a new fiber line through the new and existing conduit to Lessee’s existing equipment shelter.

4. **City Reservation of Rights.** Nothing in this First Amendment constitutes City’s consent to or approval of any work or installation by Lessee outside the boundary of the Site, regardless of

whether any such work or installation connects or relates to work or installation on the Site consented to by City.

5. **Confirmation of Agreement.** The Lease, as amended by this First Amendment, is in all respects confirmed and all of the terms, provisions, and conditions of the Lease, as amended by this First Amendment, shall be and remain in full force and effect.

6. **Incorporation of Recitals.** The Recitals are true and correct and are incorporated into this First Amendment by this reference, as though fully set forth in this First Amendment.

7. **Entire Agreement.** The Lease, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the Lease, as so amended.

8. **Counterparts.** This First Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.

9. **Principles of Interpretation.** No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this First Amendment. The Parties participated substantially in the negotiation, drafting, and revision of this First Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this First Amendment may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this First Amendment. The words "include" and "including" in this First Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this First Amendment shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to a document, including this First Amendment, refers to such document, as modified from time to time (excepting any modification that violates the Lease), and includes all exhibits, schedules, addenda, and riders to such document. The word "or" in this First Amendment includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar governmental requirement in this First Amendment refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

10. **Governing Law.** The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this First Amendment, without application of conflicts of laws principles or statutes.

11. **Binding on Successors and Assigns.** This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

12. **No Other Representations or Warranties.** Except as expressly set forth in this First Amendment, no Party makes any representation or warranty material to this First Amendment to any other Party.

13. **Incorporation of Defined Terms.** All terms, phrases, or words indicated to be defined terms by initial capitalization in this First Amendment that are not specifically defined in this First Amendment (if any) shall have the meaning ascribed to the same term, phrase or word in the Lease.

14. **Facsimile or Electronic Signatures.** Signatures on this First Amendment delivered by facsimile, e-mail, or electronic means shall be binding as originals upon the Party so signing and delivering.

[Remainder of page intentionally blank. Signatures appear on immediately following page.]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE AGREEMENT
(Verizon – Torrey Highlands Park)**

IN WITNESS WHEREOF, City and Lessee sign and enter into this First Amendment, by and through the signatures of their respective authorized representatives, as follow:

CITY:

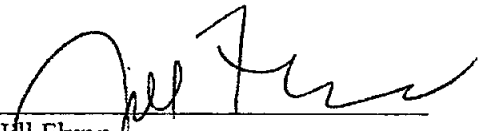
The City of San Diego, a California
municipal corporation

By: 

~~Cybele Thompson~~ ~~Kristin Geitz~~
Director ~~Interim Director~~
Real Estate Assets Department

LESSEE:

Cellco Partnership, a Delaware general
partnership dba Verizon Wireless

By: 

Name: Jill Flynn
Title: Sr. Manager - Real Estate

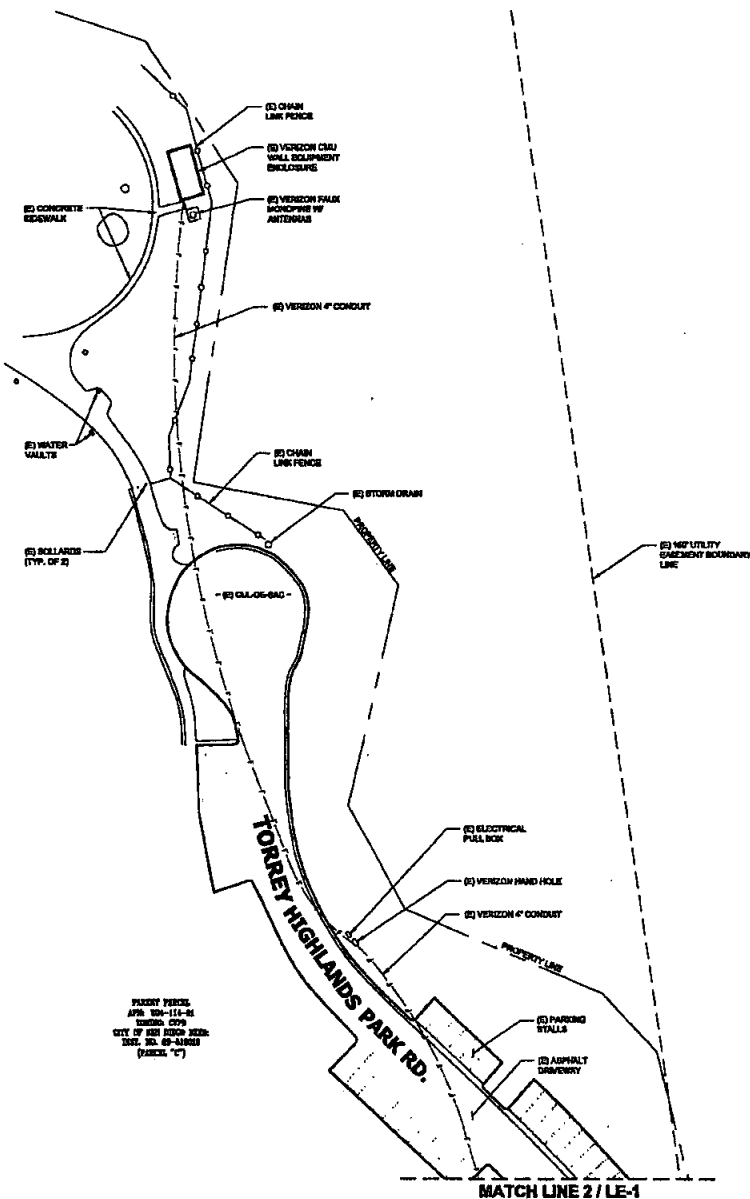
APPROVED AS TO FORM
on January 28, 2021 :

MARA W. ELLIOT
City Attorney

By: 

Delmar G. Williams
Deputy City Attorney

**EXHIBIT B-1
TO
FIRST AMENDMENT TO
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(Verizon – Torrey Highlands Park)**



PARENT PERCEL
APN: 100-115-40
CITY OF SAN DIEGO
100-115-40 (PARENT "C")

UTILITY SITE PLAN

30' 0 15' 30' SCALE: 1" = 30'-0" (2008)
(OR) 1/2" = 30'-0" (1997)

1

NOT USED

verizon

15505 SAND CANYON AV
BUILDING 57 1st FLOOR
IRVINE, CA 92618

SEQUOIA
PROPERTY SERVICES, INC.

1 SPECTRUM PORTE DR., STE.
LAKE FOREST, CA 92650

Technology Assoc

SAN DIEGO MARKET OFFICE
2287 CAMINO DEL RIO SOUTH, S
SAN DIEGO, CA 92108
(619) 300-2348

REV	DATE	DESCRIPTION
1	01/01/2008	SAC COMMENTS
2	04/01/2008	CITY OF SD COMMENTS
3	05/01/2008	NEW PER
4	11/01/2008	SAC COMMENTS
5	01/01/2009	SD PER

THIS IS A NOTATION OF WORK FOR ANY WORK
MADE BY ANY AND ALL THE WORKING OF
A PERSONS WORKING ON THE WORK
TO ALICE THIS WORKING.

TEEPEE

4450 LANSDALE DR.
SAN DIEGO, CA 92130

FIBER

SHEET TITLE

SITE PLAN

SHEET NUMBER

LE-2