



Real Estate Assets Department

SDC003

Verizon Wireless/University Brch Library
L301LB -221-B00

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



(19)

**FIRST AMENDMENT
TO
CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE
(Verizon - University Branch Library)**

This First Amendment to City of San Diego Telecommunications Lease ("First Amendment"), is dated as of 06 29, 2023, 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-in-interest to Verizon Wireless (VAW) LLC, a Delaware limited liability company, with its principal offices at One Verizon Way, Mail Stop 4AW1 00, Basking Ridge, New Jersey 07920 ("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, effective March 1, 2019 ("Lease"), affecting that certain real property commonly known as the University Community Branch Library, located at 4155 Governor Drive, San Diego, California 92122; and
- B. City and Lessee enter into this First Amendment to amend the definition of the "Site" in the Lease to allow Lessee to install additional Communications Equipment on the Premises;

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

1. **Recital C Amendment.** Recital C to the Lease is amended to read in its entirety as follows:

C. LESSEE and CITY desire to enter into this Lease to give LESSEE the right to construct, operate, and maintain a wireless communications facility on the Site (defined below in this Lease).
2. **New Site Definition.** The following definition of "Site" is added as a new Section 1.4 of the Lease, as follows:

1.4 "Site" means that certain portion of the Premises described and depicted in the "Site Plans" attached to this Lease as Exhibit B where Lessee's Communications Equipment is or will be physically located on the Premises, as permitted by this Lease.
3. **Exhibit B (Site Plans) Amendment.** Exhibit B attached to the Lease is deleted and replaced in its entirety by EXHIBIT B-1 attached to this First Amendment and such EXHIBIT B-1 is made a part of the Lease, as amended by this First Amendment.

4. **New Communications Equipment Installation.** As all are depicted in EXHIBIT B-1 attached to this First Amendment, City consents to Lessee conducting the following described removal, replacement, and installation of communications equipment on the Site: (a) remove three (3) 6' panel antennas (1 per sector) and install six (6) new 6' panel antennas (2 per sector); (b) remove six (6) 4' panel antennas (2 per sector) and replace them with three (3) new 30.8" antennas (1 per sector) and (3) new 8.41" antennas (1 per sector); (c) remove three (3) RRUs (1 per sector) and install (6) new RRUs (2 per sector); (d) install (2) new Raycaps (1 on Lessee's tower and 1 within the equipment area); (e) remove and replace one (1) equipment cabinet; and (f) the installation of certain additional associated equipment and cabling not to encroach beyond the existing footprint of the Site.
5. **Confirmation of Agreement.** The Lease, as amended by this First Amendment, is in all respects confirmed and all 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 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. Electronic Signatures. The Parties agree: (a) to deliver and accept signatures on or pursuant to this First Amendment by e-mail or electronic means (including digital signatures); and (b) that signatures delivered by e-mail or electronic means (including digital signatures) 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
(Verizon - University Branch Library)**

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

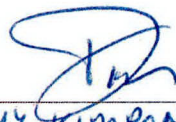
Penny maus

By: Penny maus (Jun 28, 2023 17:38 PDT)

Penny Maus, Director
Department of Real Estate and
Airport Management

LESSEE:

Cellco Partnership, a Delaware general
partnership doing business as Verizon
Wireless

By: 

Name: UY KIMPANG, DAISY M

Title: SR MGR, REG/RE

APPROVED AS TO FORM
on Jun 29, 2023

MARA W. ELLIOTT
City Attorney

Daniel Orloff

By: Daniel Orloff (Jun 29, 2023 11:01 PDT)

Daniel S. Orloff
Deputy City Attorney

EXHIBIT B-1
TO
FIRST AMENDMENT TO
CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE
(Verizon - University Branch Library)

SITE PLAN

[Attached behind this cover page.]

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- STORM WATER QUALITY NOTES CONSTRUCTION BMPs

FOR THE FULL RANGE OF LISTS AND SUBSIDIARY LISTINGS, SEE THE LISTINGS IN THE LISTINGS AND SUBSIDIARY LISTINGS.

5 SHALL BE PROSECUTED IN ACCORDANCE WITH THE PROSECUTION POLICY OF THE FBI. THIS POLICY IS AVAILABLE TO THE PUBLIC AND IS POSTED ON THE FBI WEBSITE.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE	DATE 11-11-2011 BY 60322 UCBAW
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ABBREVIATION

ABBREVIATIONS

3.1 LEGEND

[illegible]

0	ORANGE PEELANCE
@	EXPANSEFULNESS
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	BELLY PAINFULNESS
	CARNEY RELATION
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	FRUITFUL
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	GRAVEL
FACE/SHOCK/IZ	FLY WIELD
	SAND
	WATER CURRENT
Imagined	EXPANSEFULNESS

ABBREVIATION	DEFINITION
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15505 SAND CANYON AVE
BUILDING 17 1st FLOOR
IRVINE, CA 92618

1 SPECTRUM POINTE DR, SUITE 130
LAKE FOREST, CA 92150

Technology

SAN DIEGO MARKET OFFICE
2857 CAMINO DEL RIO SOUTH, STE 20
SAN DIEGO, CA 92108
619-594-7144

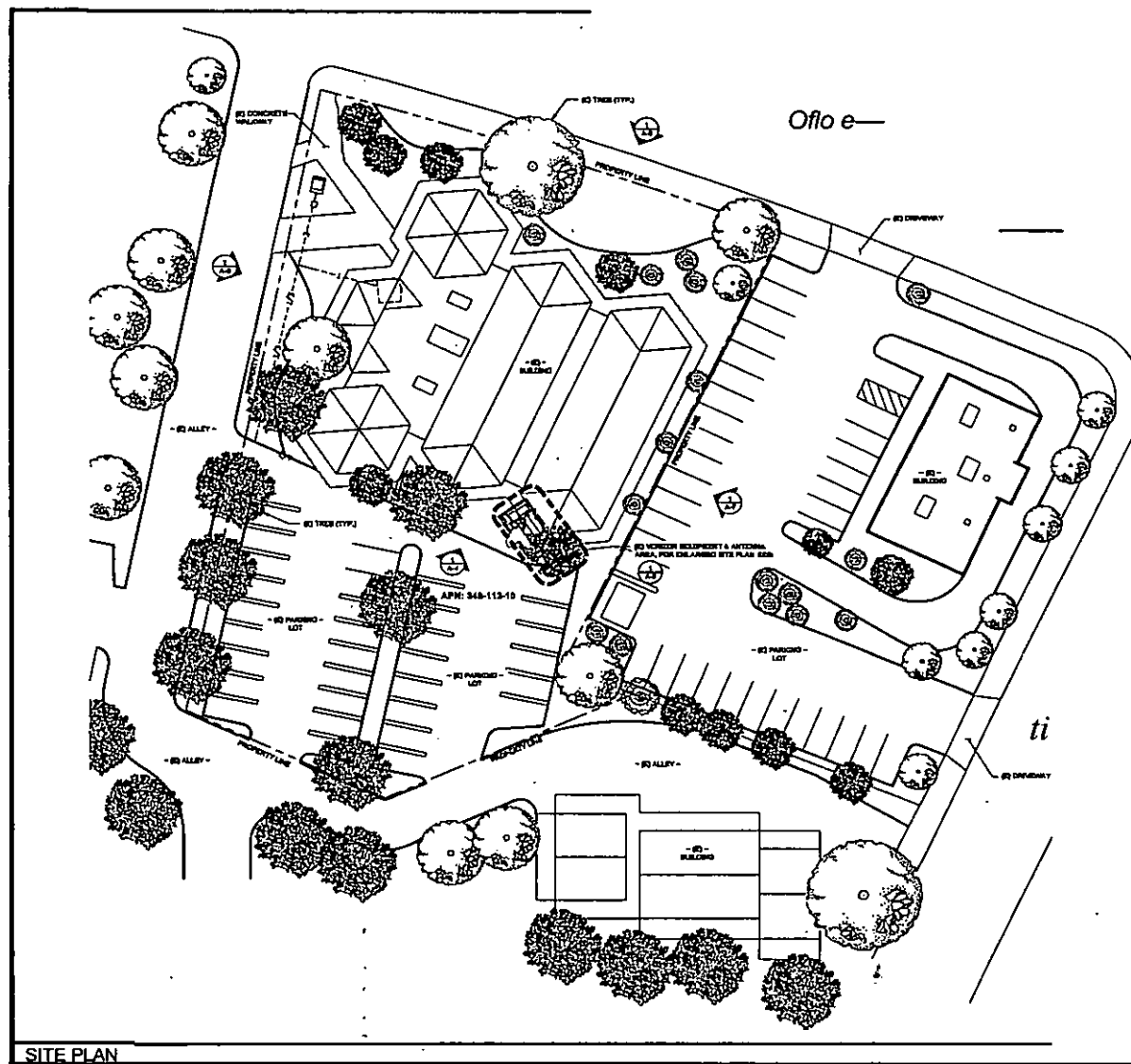
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4155 GOVERNOR DRIVE
SAN DIEGO, CA 92122

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GENERAL NOTES

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ENGINEERING NOTES:

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INQUIRY DOCUMENTS. CURRENTLY, NO IS PREPARED BY THE PROJECT.

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3. THE SPACE AVAILABLE FOR PACKETS IS SPACE FOR THE
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FORMING NOTICE:

L E A D E R S H I P F O R
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BUILDING 17 1st FLOOR
IRVINE, CA 92618

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LAKE FOREST, CA 92631

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SAN DIEGO MARKET OFFICE
2057 CAMINO DEL RIO SOUTH, STE 205
SAN DIEGO, CA 92108
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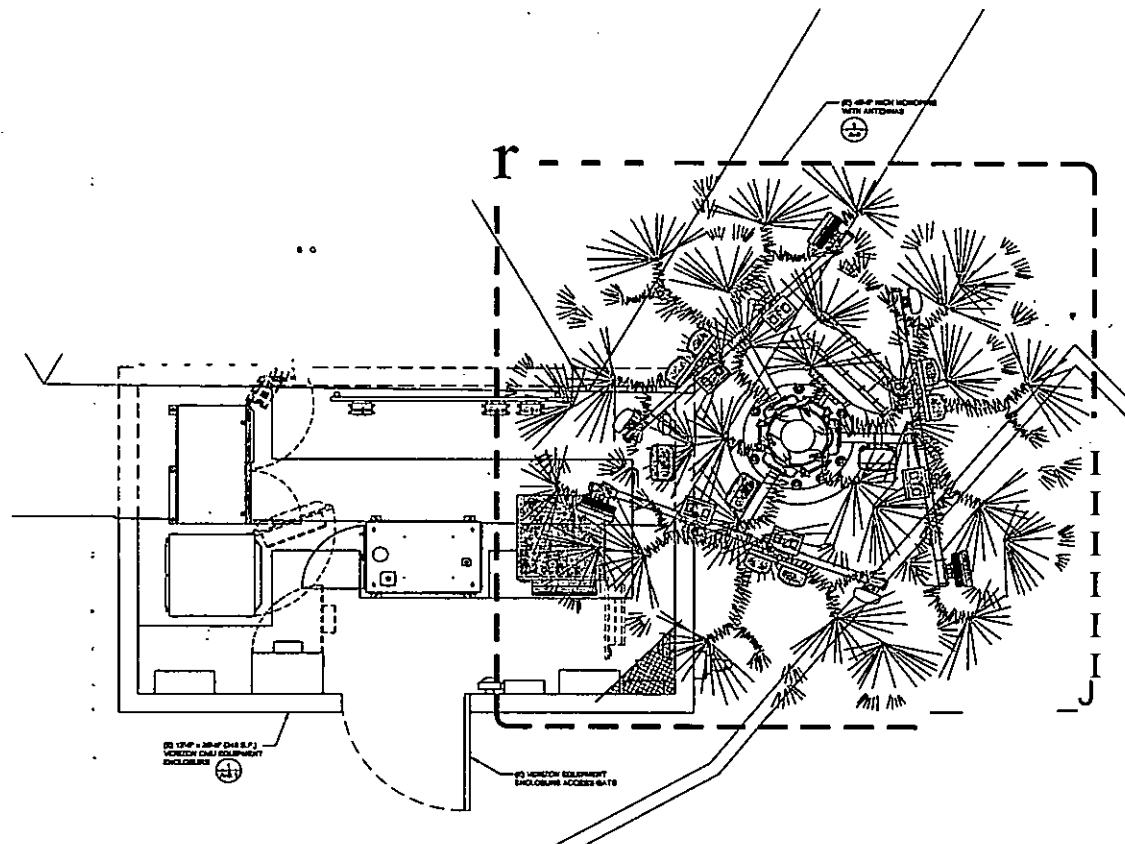
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SITE PLAN

4:-1



ENLARGED SITE PLAN

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BUILDING 17 1st FLOOR
IRVINE, CA 92618

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SAN DIEGO MARKET OFFICE
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SAN DIEGO, CA 92108

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10/04/04 10:00 AM

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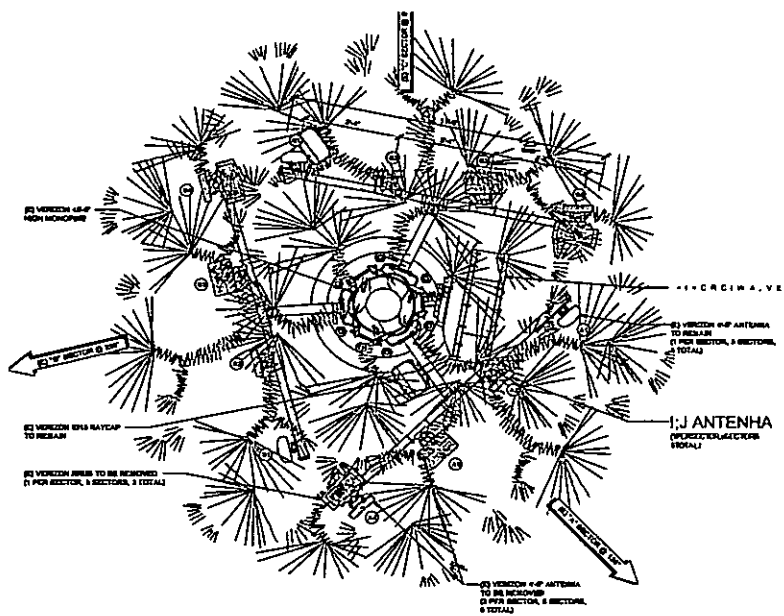
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**ENLARGED
SITE PLAN**

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verizon"

15000 SANDY CANYON AVE
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tsw.?

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LAKE FOREST, CA 92509

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SAN DIEGO, CA 92108
(619) 594-2448

BENHURST
4155 GERRARD DRIVE
SAN DIEGO, CA 92122
MONOPINE

SAN DIEGO

ELEVATIONS

A


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- 4TX4RX
- Up to 4x5W
- 720x1280W
- 6LTE Carriers
- 2x0.1Gbps CPU

Highly Configurable
AES256, Logfile

- AC or 48VDC
- Integrated network controller
- Zero maintenance
- IP65, -40 to 50°C

Small and Light
Small 1U rack, 1kg weight

Small size, 1U rack, 1kg weight

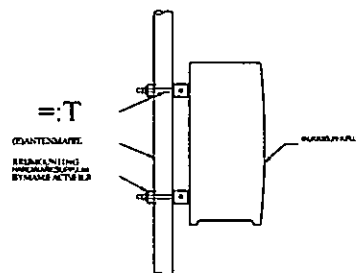
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BUILDING 17 1st FLOOR
RYTNE, CA 92618

t.9.V2

1 SPECTRUM POINTE CRL, SUITE 100
LAKE FOREST, CA 92100



RUS MOUNTING

COMMSCOPE N44568 R28

RADIOMETER: PERKINS UN RESISTANT
RAFFINER: " "
LOEWS: 77111711

DISCONNECTED 6-PM OFFEMALE 1 6-PM ON MALE
2 FEMALE 12 MALE

Diagram illustrating the vertical antenna assembly. The components shown are:

- 2nd WAVE MOUNTING PIPE
- MOUNTING BRACKET SUPPLIED BY ANTON
- VERTICAL ANTENNA
- MOUNTING BRACKET SUPPLIED BY ANTON

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U.S. DEPT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NOAA

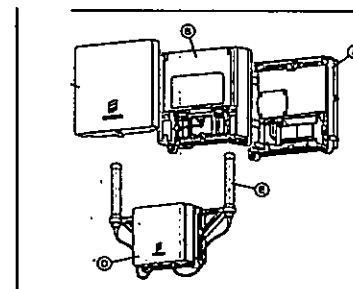


Figure 11 Radio Components

12 Key to Radio Components

Support	Support
Required	Required
Not Required	Not Required



G.

