



Real Estate Assets Department
SDC003

Cellco Partnership / Colina del Sol
Q603RD-005-ADD

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



4

**FIRST AMENDMENT
TO
CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE
(Verizon – Colina Del Sol Community Park)**

This First Amendment to City of San Diego Telecommunications Lease (“**First Amendment**”), is dated as of December 21, 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 (VAW) 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, effective November 1, 2015 (“**Lease**”); and

B. City and Lessee enter into this First Amendment to amend the definition of the “**Site**” in the Lease allowing for Lessee to install additional Communications Equipment on the Premises;

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

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

LESSEE and CITY desire to enter into this Lease in order to grant LESSEE the right to construct, operate, and maintain a new 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 supplemented by **EXHIBIT B-1** attached to this First Amendment and made a part of 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 installing 1) a new handhole on the Site,

Document Routing Form

Amendment - Verizon

Title of document to be signed



Asset Manager approval

Carla Gresham

Property Agent

11/8/21

Date

Print name of City Attorney: Delmar Williams

Date City Attorney approved the draft: 06-23-2021

Explanation/Notes: This is a standard form of an amendment agreement
to memorialize Verizon's plan to upgrade its site for fiber.
The site is located at Colina Del Sol Community Park.

☐ Controversial ☒ Not Controversial

2) a new conduit and y-intercept connecting the handhole to the existing conduit currently serving Lessee's existing Communications Equipment on the Site; and 3) a new conduit from the handhole to the Public Right-of-Way. Lessee will then install a new fiber service from the Public-Right-of-Way through the new and existing conduits to the Communications Equipment.

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. **Facsimile or Electronic Signatures.** The Parties agree: (a) to deliver and accept signatures on or pursuant to this First Amendment by facsimile, e-mail, or electronic means (including digital signatures); and (b) that signatures delivered by facsimile, e-mail, or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

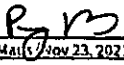
[Remainder of page intentionally blank. Signatures appear on immediately following page.]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE
(Verizon – Colina Del Sol Community 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: 
Penny Maus
Penny Maus
Director
Real Estate Assets Department

LESSEE:

Cellco Partnership, a Delaware general
partnership dba Verizon Wireless

DocuSigned by:

By: 970D4FE59309418
Name: Andres Matzkin
Title: Sr Manager-RE/Regulatory

APPROVED AS TO FORM
on December 21, 2021 :

MARA W. ELLIOT
City Attorney

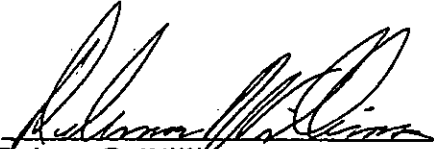
By: 
Delmar G. Williams
Deputy City Attorney

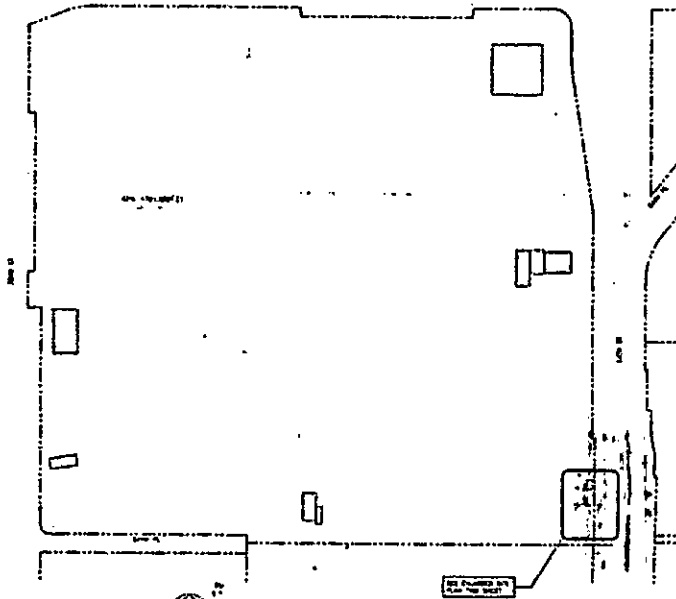
EXHIBIT B-1
TO
FIRST AMENDMENT TO
CITY OF SAN DIEGO TELECOMMUNICATIONS LEASE
(Verizon – Colina Del Sol Community Park)

[Attached behind this cover page.]

ADDITIONAL NOTES

1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE LATEST AVAILABLE RECORDS.
2. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
3. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
4. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
5. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
6. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
7. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
8. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
9. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
10. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.

1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE LATEST AVAILABLE RECORDS.
2. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
3. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
4. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
5. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
6. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
7. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
8. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
9. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.
10. THE LOCATION OF UTILITIES IS BASED ON THE LATEST AVAILABLE RECORDS.



SITE PLAN

ENLARGED SITE PLAN

ISSUE STATUS	
NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

PLANCONI
 1801 NORTH BROAD STREET, SUITE 210
 3010 NORTH BROAD STREET
 LOS ANGELES, CALIFORNIA 90007

verizon

COLINA DEL SOL FIBER
 3310 ORANGE AVE.
 SAN DIEGO, CA 92103

LEASE CLIENT
LE-1

Verizon - First Amendment - Colina Del Sol

Final Audit Report

2021-11-24

Created:	2021-11-24
By:	Carla Gresham (cgresham@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx6TyY_ngURze39xuzlULptl9s_eWhKzf

"Verizon - First Amendment - Colina Del Sol" History

-  Document created by Carla Gresham (cgresham@sandiego.gov)
2021-11-24 - 0:21:05 AM GMT
-  Document emailed to Penny Maus (pmaus@sandiego.gov) for signature
2021-11-24 - 0:25:14 AM GMT
-  Email viewed by Penny Maus (pmaus@sandiego.gov)
2021-11-24 - 0:45:09 AM GMT
-  Document e-signed by Penny Maus (pmaus@sandiego.gov)
Signature Date: 2021-11-24 - 0:45:54 AM GMT - Time Source: server- Signature captured from device with phone number XXXXXXXX5640
-  Agreement completed.
2021-11-24 - 0:45:54 AM GMT