

Pt. Loma

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is executed by and between THE CITY OF SAN DIEGO ("CITY") and AIRTOUCH CELLULAR, a California corporation, d.b.a. VERIZON WIRELESS ("LESSEE").

WHEREAS, the parties entered into that certain contract dated November 1, 1995, and filed as Document No. OO-18219 on October 2, 1995 in the Office of the City Clerk.

WHEREAS, the parties wish to amend said contract with reference to the facts set forth in the recital below:

RECITALS

- A. CITY and LESSEE are parties to a certain lease agreement dated November 1, 1995 ("Agreement"), whereby CITY has leased a portion of CITY'S property (as defined in the Agreement) to LESSEE to construct, operate and maintain a communication facility, including required antennas and antenna support structure(s) situated substantially as shown in Section 9.3 Building Plans and Floor Plans attached to the Agreement.
- B. CITY and LESSEE have agreed that LESSEE may remove, modify, add, substitute, reconfigure and replace LESSEE'S equipment and improvements on the Premises, as more fully provided below.

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the recipient and sufficiency of which are hereby acknowledged, the CITY and LESSEE agree:

- 1. Substitution of Section 9.3 Building Plans and Floor Plans. Section 9.3 Building Plans and Floor Plans of the Agreement is hereby deleted in its entirety and is replaced with the drawings prepared by Di Donato Associates dated November 10, 1999 ("Substituted Section 9.3") attached hereto and by this reference incorporated into the Agreement as modified by this Amendment. The Substituted Section 9.3 depicts the existing cellular communications facility and the proposed improvements.
- 2. Adjustment of Rent Amount (Section 3.2.a. of the Agreement). Rental amount shall be \$1,250.00 commencing on the first day of the calendar month following the execution of this Amendment by the City Manager through the termination date of the initial term of the Agreement.
- 3. Renewal of Agreement. This Amendment will serve as written notice of LESSEE'S intent to exercise its right to renew the Agreement (as provided for in the Agreement) for the first five year period: the rental rate for the first renewal period beginning November 1, 2000 and ending October 31, 2005 shall be \$1,250.00.
- 4. Revision of the CPI Index Adjustments (Section 3.2b.(1) of the Agreement). If, at the end of the first five year renewal period, the LESSEE elects to renew the Agreement for a further five year term, and for each five year term thereafter, the

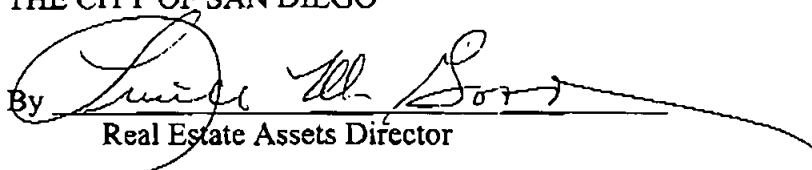
value of the base rent shall be adjusted to reflect increases in the Consumer Price Index according to the formula set forth in the Agreement.

5. Nothing contained herein is intended to alter or amend any other covenant or condition of said Agreement.
6. This amendment shall be effective upon approval by the San Diego City Council and execution hereof by LESSEE and the City Manager or his designee.

THE CITY OF SAN DIEGO

Date 4-25-01

By


Real Estate Assets Director

LESSEE

AIRTOUCH CELLULAR, a California corporation,
d.b.a. VERIZON WIRELESS

Date

June 7, 2000

By


Dennis C. Peck, Director
RF Engineering and Operations

PLANNING AND LAND DEVELOPMENT REVIEW

Date

4/10/01

By



FIRE AND LIFE SAFETY SERVICES

Date

5/2/01

By



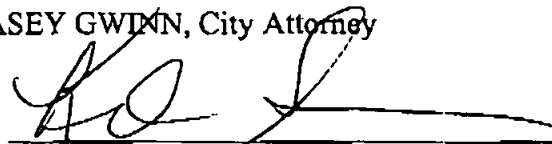
Approved as to form and legality:

CASEY GWINN, City Attorney

Date

4/25/01

By


Deputy City Attorney

JBL/jmj-n

05/24/00

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