

**FIRST AMENDMENT TO AGREEMENT – FOR PORTION OF BLACK MOUNTAIN
COMMUNICATION SITE**

This First Amendment to Agreement – For Portion of Black Mountain Communication Site ["First Amendment"] is entered into as of May 27, 2009 between The City of San Diego, a municipal corporation ["City"], and The County of San Diego ["County"].

Recitals

- A. On January 9, 2001, City (Lessor) and County (Lessee) entered into that certain Agreement – For Portion of Black Mountain Communication Site ["Agreement"], pursuant to which the County has had use of a portion of the Black Mountain Communications Site leased by City from Pacific Bell, the use being limited to the placement of 800 Mhz communication system antennas on a City tower for a term of three years. As of the date of this First Amendment, the Agreement is on a month-to-month holdover, pursuant to Section 20 of the Agreement.
- B. Due to an amendment to the lease between Pacific Bell and City on September 24, 2008, City and County desire to amend the Agreement by replacing Exhibit "A" of the Agreement with Exhibit A-1 of this First Amendment, the latter depicting two areas totaling approximately 1,704 square feet, which include a communications tower (measuring approximately ninety feet in height), and two single-story pre-engineered buildings (each measuring approximately twelve feet by twenty-four feet).

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, City and County agree to amend the Agreement as follows:

1. Replace Exhibit "A" of the Agreement with Exhibit A-1 of this First Amendment.
2. All references in the Agreement to Exhibit "A" shall refer to Exhibit A-1 of this First Amendment.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and County, to be effective as of the date this First Amendment is approved by the City Attorney.

THE CITY OF SAN DIEGO

Date: 5/21/09

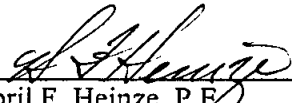
By: _____



James F. Barwick, CCIM
Director, Real Estate Assets Department

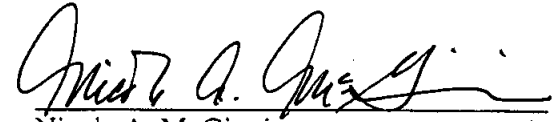
THE COUNTY OF SAN DIEGO

Date: 5/5/09

By: 
April F. Heinze, P.E.
Director, Dept of General Services

THE CITY OF SAN DIEGO, Environmental
Analysis Section

Date: 5/18/09

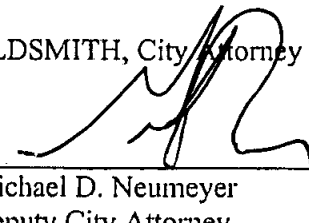
By: 
Nicole A. McGinnis

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section
15301.

APPROVED AS TO FORM AND LEGALITY:

JAN I. GOLDSMITH, City Attorney

Date: 5/27/09

By: 
Michael D. Neumeyer
Deputy City Attorney

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1" = 10'

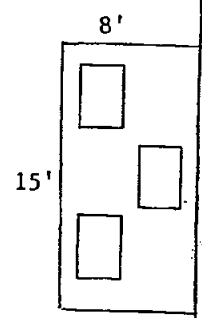
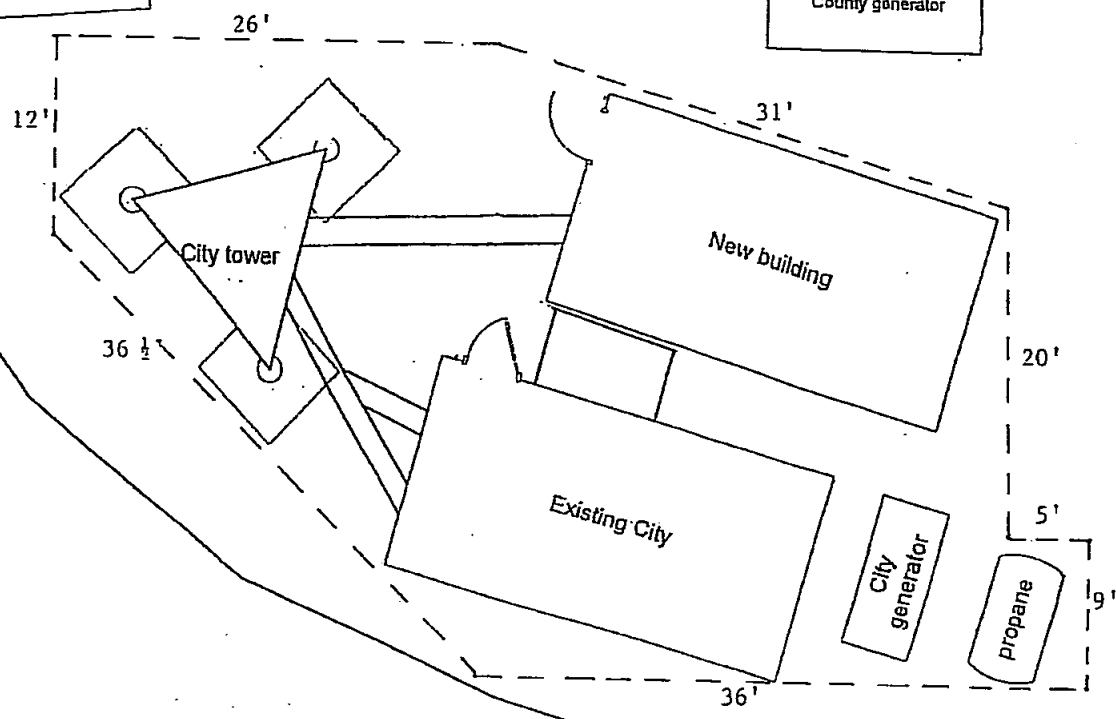
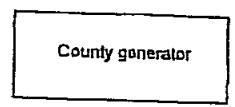
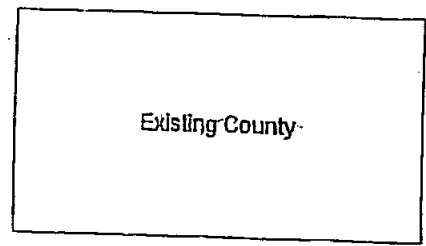
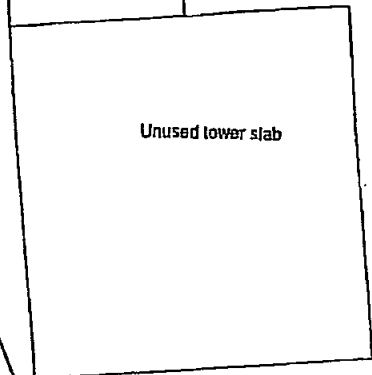


EXHIBIT A-1

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is entered into as of 9/24/88, by and between PACIFIC BELL, a California corporation, "Lessor," and the CITY OF SAN DIEGO, a municipal corporation ("City"), "Lessee".

Recitals

A. Pacific Bell as lessor, City, as lessee, entered into that certain CITY OF SAN DIEGO FLAT RATE LEASE by and between PACIFIC BELL and CITY filed with the Office of the City Clerk, San Diego, California, on January 28, 1991, as Document No. 00-17592 ("Agreement"), pursuant to which the City was to have use of a portion of Black Mountain, (approximately 1,704 square feet) for use as a communications facility for a term of 20 years with one 10-year renewal option.

B. Pacific Bell and the City desire to modify and amend the Agreement on the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained in this First Amendment, Pacific Bell, Lessor, and the City of San Diego, Lessee, agree as follows:

Agreement

1. Premises. The development of various structures as mentioned in Section 1.02 Uses necessitates the adjustment of said premises as set forth in Exhibit "A". Section 1.01 "Premises" is to be amended by replacing Exhibit "A" with Exhibit "A-1".

Exhibit "A-1" includes the two areas as shown which total approximately 1,704 square feet. These areas include a communications tower approximately ninety (90) feet high, (2) single-story pre-engineered buildings of approximately twelve (12) feet by twenty-four (24) feet, and the small fenced area shown as approximately 15 feet by 8 feet.

Said real property is hereinafter called the "premises" or "leased premises".

2. Ratification of Agreement. Except as modified by this First Amendment, all provisions of the Agreement shall remain in full force and effect, and are hereby ratified by the parties to this First Amendment.

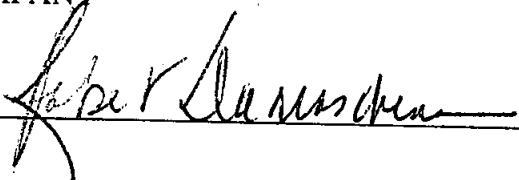
LESSEE: CITY OF SAN DIEGO

Date: 9/19/08

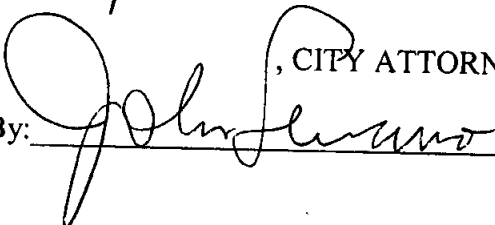
By: 
James F. Barwick, CCIM
Director, Real Estate Assets

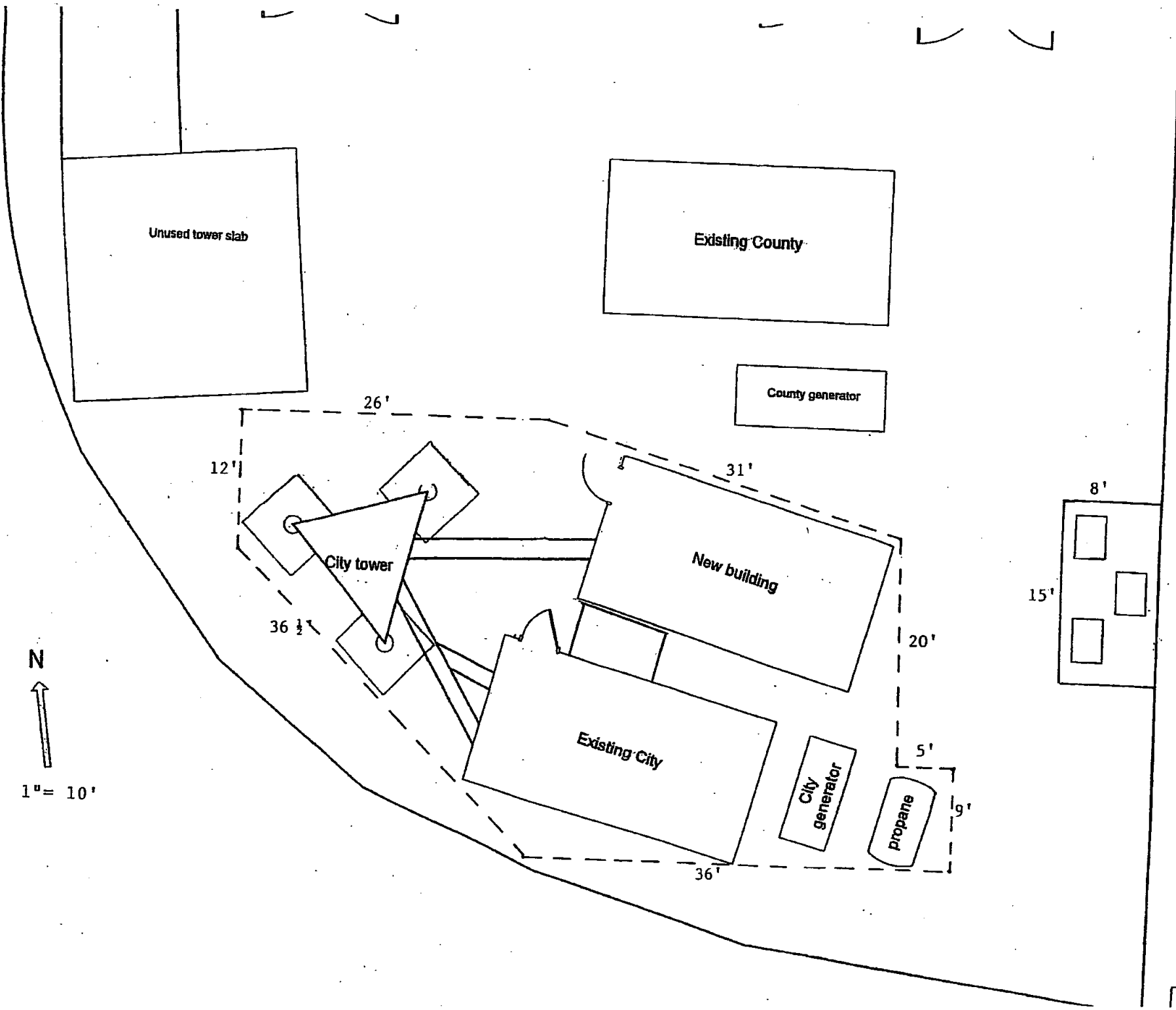
LESSOR: PACIFIC BELL TELEPHONE
COMPANY

Date: 8-29-08

By: 

APPROVED as to form and legality this 24th day of Sept 2008

By: , CITY ATTORNEY



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↑
1" = 10'

EXHIBIT A-1