

CITY OF CHARLOTTESVILLE
Liezelle Agustin Dugger
CLERK OF COURT
Charlottesville, VA 22902



60 2019 00001556

Instrument Number: 2019- 00001556

As
Amendment

Recorded On: May 14, 2019

Parties: CCITY OF CHARLOTTESVILLE

To

CELLCO PARTNERSHIP

Recorded By: WILLIAMS MULLEN CLARK DOBBINS

Num Of Pages:

Comment: 530091000

**** Examined and Charged as Follows: ****

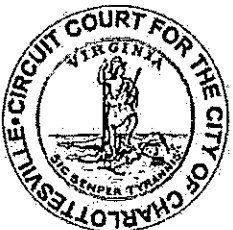
Amendment	6.50	10 or Fewer Pages	14.50
Recording Charge:	21.00		

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: CITY OF CHARLOTTESVILLE, VA
File Information:

Record and Return To:

Document Number:	2019- 00001556	WILLIAMS MULLEN CLARK DOBBINS
Receipt Number:	30975	
Recorded Date/Time:	May 14, 2019 01:17:39P	804-420-6000
Book-Vol/Pg:		CHARLOTTESVILLE VA 22902
Cashier / Station:	G Williams / Cash Workstation 2	



THE COMMONWEALTH OF VIRGINIA - CITY OF CHARLOTTESVILLE

I certify that the document to which this authentication is affixed is a true copy of a record in the Clerk's Office of the Circuit Court for the City of Charlottesville, Virginia and that I am the custodian of that record.

Liezelle Agustin Dugger
Liezelle Agustin Dugger - Clerk of Court

CLERK OF COURT - CIRCUIT COURT - CITY OF CHARLOTTESVILLE, VA

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Official Receipt for Recording in:

Charlottesville Circuit Court Clerk
CHARLOTTESVILLE Circuit Court
315 East High Street
Charlottesville, VA 22902

Issued To:

WILLIAMS MULLEN CLARK DOBBINS

804-420-6000
CHARLOTTESVILLE VA 22902

Recording Fees

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Filing Type	Number	Time	Recording Amount
AM	00001556	01:17:39p	6.50
106 Technology Trust		5.00	
145 Virginia State Library		1.50	
530091000			
DR-CCITY OF CHARLOTTESVILLE			
IN-CELLCO PARTNERSHIP			
100FPGS		01:17:39p	14.50
301 Deeds		14.50	
			21.00

Collected Amounts

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Payment Type	Amount
2-Check	567123
	21.00
	21.00

Total Received :	21.00
Less Total Recordings:	21.00
Change Due :	.00

Thank You
LLEZELLE AGUSTIN DUGGER - CLERK OF COURT

By - Gwen Williams

Receipt# Date Time
0030975 05/14/2019 01:17p

4916

2019 00001552

Prepared by and return to:
Lori H. Schweller, Esq.
VSB No. 42399
Williams Mullen
321 E. Main St., Suite 400
Charlottesville, VA 22902

Parcel No. 530091000

Recordation tax is governed by Va. Code § 58.1-807.F.
Site Name: Charlottesville Mall

MEMORANDUM OF FIRST AMENDMENT TO LEASE

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE (the "Memorandum"), dated as of the 15th day of APRIL, 2019, by and between the CITY OF CHARLOTTESVILLE, with mailing address of P.O. Box 911, Charlottesville, VA 22902, hereinafter designated LESSOR; and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

Pursuant to Section 55-57.1 of the Code of Virginia (1950), as amended, Lessor and Lessee do hereby state the following:

R-1. LESSOR and LESSEE entered into a Lease Agreement dated December 16, 2013 (the "Agreement"), whereby LESSEE leased from LESSOR certain space at 513 East Market Street, Charlottesville, Virginia 22902 for the installation, operation, and maintenance of a communications facility, as more fully described in the Agreement; and

R-2. LESSOR and LESSEE entered into a Memorandum of Lease Agreement ("Original Memorandum") dated December 30, 2013.

R-3. LESSOR and LESSEE entered into a First Amendment to Lease Agreement dated April 1, 2019 (the "First Amendment") in order to extend the term by an additional five (5) years, as described in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the above recitals incorporated herein by reference, the parties hereto agree to be legally bound to this Memorandum as follows:

1. Pursuant to the First Amendment, the Term of the Agreement shall be for a period of five (5) years, commencing on June 1, 2019 and expiring at 11:59 p.m. on May 31, 2024 unless terminated or otherwise modified as the Agreement may provide.

2. Except for the amendments stated in the First Amendment and this Memorandum, all provisions of the Original Memorandum remain unchanged, and this Memorandum is not intended to replace, supersede or release LESSEE's rights under the Original Memorandum or under the Agreement.

3. A copy of the Agreement, the Original Memorandum and First Amendment is on file in the offices of LESSOR and LESSEE.

4. The terms, covenants and provisions of the Agreement, Original Memorandum and First Amendment shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
COUNTERPART SIGNATURE PAGES FOLLOW]

LESSOR: CITY OF CHARLOTTESVILLE

By: [Signature] (SEAL)

Name: Michael C. Murphy

Title: Interim City Manager

COMMONWEALTH OF VIRGINIA

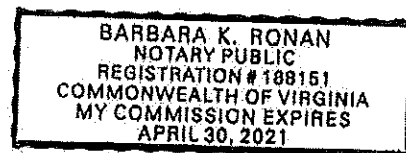
CITY/COUNTY OF Charlottesville to-wit:

The foregoing instrument was acknowledged before me this 16th day of April 2019, by Michael Murphy, whose title is City Manager, and who executes this instrument on behalf of the CITY OF CHARLOTTESVILLE, being authorized to do so.

[Signature]
Notary Public

My commission expires: 4/30/2021

My registration number: 188151



LESSEE: CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS

By: [Signature] (SEAL)

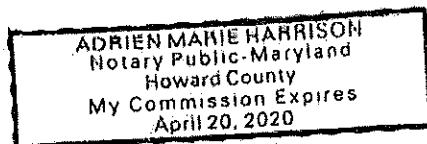
Name: Thomas O'Malley

Title: Director – Network Field Engineering

STATE/COMMONWEALTH OF Maryland
CITY/COUNTY OF Howard, to-wit:

The foregoing instrument was acknowledged before me this 3 day of
May 2019, by Thomas O'Malley as Director – Network Field Engineering of
CELLCO PARTNERSHIP d/b/a Verizon Wireless, on behalf of the partnership.

Adrien Marie Harrison
Notary Public
My commission expires: April 20, 2020
My registration number: 643379



Charlottesville Mall
LSchweller/4.3.2019

FIRST AMENDMENT TO

LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") made this 1ST day of APRIL, 2019, between the CITY OF CHARLOTTESVILLE, with mailing address of P.O. Box 911, Charlottesville, VA 22902, hereinafter designated LESSOR; and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LESSOR and LESSEE entered into a Lease Agreement on December 16, 2013 (the "Agreement"), whereby LESSEE leased from LESSOR certain space at 513 East Market Street, Charlottesville, Virginia 22902, as more fully described in the Agreement, for installation, operation, and maintenance of a communications facility;

WHEREAS, pursuant to the terms of the Agreement, the Term commenced on June 1, 2014 and will expire, if not renewed, on May 31, 2019; and

WHEREAS, LESSOR and LESSEE desire to amend the Agreement to extend the term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. The first paragraph of Section 3 ("Term; Rental") shall be amended and restated to provide that the Term shall be for a period of five (5) years, commencing on June 1, 2019 and expiring at 11:59 p.m. on May 31, 2024 unless terminated or otherwise modified as the Agreement may provide.

2. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions and shall remain binding on the Parties.

3. The Agreement and this Amendment contain all agreements, promises or understandings between LESSOR and LESSEE, and no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment.

4. LESSOR and LESSEE each hereby warrant to the other that the person executing this Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Amendment on that party's behalf, and that no consent from any

other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Seal. The Parties acknowledge and agree that this Amendment is signed under seal, and that this Amendment and the Agreement have been and are intended to be a deed of lease signed under seal satisfying the requirements of the Statute of Conveyances in the Virginia Code §55-2 (as the same may be amended from time to time), as affected by Virginia Code §11-2 (as the same may be amended from time to time).

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

APPROVED AS TO FORM:

By: [Signature]
Title: Chief Deputy
City Attorney

WITNESS

[Signature]

LESSOR:

CITY OF CHARLOTTESVILLE

By: [Signature]

Name: Michael C. Murphy

Its: Tobacco City Manager

Date: 4/16/19

LESSEE:

CELLCO PARTNERSHIP

D/B/A VERIZON WIRELESS

By: [Signature]
Thomas O'Malley

Its: Director – Network Field Engineering

Date: 5/9/19

WITNESS

[Signature]