

**SECOND AMENDMENT TO LEASE
TELECOMMUNICATION FACILITIES
33550 Pine Mountain Road, Cloverdale, CA**

TCOL-SPI-2024-020-2A

This **Second Amendment To Revocable License Agreement** (this “Second Amendment”) dated as of October 28, , 2024 is made by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (“County”) as tenant, and **BENDAN, LLC, a California limited liability company**, as Landlord. County and Licensee are sometimes individually referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the County of Sonoma, as lessee, executed that certain executed Lease agreement dated May 17, 1998, with Hilary Farms, L.P. , as Landlord, which lease was later assigned by Hilary Farms, L.P. to Denise Hale, as trustee of the Denise Hale Family Trust (“Hale”), and which lease was later amended pursuant to that First Amendment dated November 7, 2005, between County and Hale (collectively the “ Lease”) regarding real property leased to County located at 34333 Pine Mountain Road, Cloverdale, APN 117-240-049 and -051, which site is located on the south flank of Pine Mountain, approximately 4.5 miles northeast of downtown Cloverdale, Sonoma County, California (the “Site”);

WHEREAS, pursuant to that certain Assignment of Lease executed January 13, 2009, Hale assigned, transferred and conveyed all her interest in the Lease to Bendan, LLC (“Bendan”), as successor “Landlord”, wherein, Barry Hoffner was the authorized member of Bendan, LLC, a California limited liability company and Bendan accepted the interest in the Lease on January 27, 2009;

WHEREAS, the County leases land at the Site, and has installed, owns and operates an existing 60 ft. tower with multiple microwave and panel antennas and a vault building. The County tower is a 60-foot tall Rohn self-support triangular truss tower (“Tower”) that is located on an approximately 14 foot square concrete slab. County has improved the Site with a permanent vault owned by County (“Vault”) for its radio and telecommunications equipment;

WHEREAS, the Site is accessed along a single-lane, gravel roadway that intersects Pine Mountain Road with an existing facility consisting of the Tower, the Vault, and a propane-fueled emergency generator which is isolated on its own slab-on-grade. The Vault is located just west of the Tower and is a wood framed structure on concrete slab-on-grade, the entire facility is protected from entry with a fence and locked gate;

WHEREAS, County, pursuant to that certain Exercise of Option dated July 26, 2024 exercised its second option to extend the term pursuant to Section 21 of the Lease for a period of ten (10) years commencing June 1, 2025 and terminating May 31, 2035. Pursuant to Section 4 of the Lease, the monthly rent on June 1, 2025 and throughout said extended term is Eight Hundred Dollars (\$800.00); and

WHEREAS, County and Licensee desire to enter into this Second Amendment in order to memorialize their understanding regarding extending the term of the Lease and adjustment to rent owing during the extended terms.

NOW, THEREFORE, as of the Effective Date referenced herein, it is mutually agreed between the Parties hereto as follows:

- A. Rent Adjustment.** Section 4 of the Lease is hereby amended as to add and insert the following at the end of said section:
1. Rent at the commencement of the 10-year extension (described as the “Renewal” in Par. C below) shall be One Thousand Dollars (\$1,000.00) per month and shall increase three percent (3%) per year annually commencing June 1, 2036. See attached rent schedule **Attachment A**, attached hereto and incorporated herein.
 2. In the event County exercises its option to further extend the Lease Term per Paragraph C below, rent shall continue to increase by three percent (3%) annually during any further extended terms.
- B. Change to Notice.** The prior Section 17 “Notice” is deleted and replaced in its entirety with the following.
- “Any notice required or permitted to be given under this Agreement shall be sufficiently given for all purposes as follows:
1. When personally delivered to the recipient, notice is effective on delivery;
 2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt;
 3. When delivered by overnight delivery with charges prepaid or charged to the sender’s account, notice is effective on delivery if delivery is confirmed by the delivery service; and
 4. When sent by electronic mail to the last electronic mail address of the recipient known to the party giving notice, notice is effective on receipt upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the recipient.
 5. Subject to the foregoing requirements, any notice given by electronic shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient’s time) or on a non-business day. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service:

If to County: County of Sonoma
Attn. Real Estate Manager
400 Aviation Blvd., Suite 100
Santa Rosa, CA 95403
Tel: 707 565-2550

Email: SPI-RealEstate@sonoma-county.org
and

Sheriff Telecommunications Bureau
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: 707 565-1984
Fax: 707 565-6002
E-Mail: Sheriff-TComm@sonoma-county.org

If to Landlord:

Barry Hoffner
Bendan, LLC
181 San Carlos Avenue
Sausalito, CA 94965
415.497.0747
barryh822@aol.com

C. Extension of Term. Section 21 of the Lease is hereby amended to add and insert the following at the end of said section:

1. The Parties agree that the Term shall be extended as follows: an automatic renewal for one additional ten (10) year term ("Renewal") commencing at the expiration of the current term which is May 31, 2035. Pursuant to said Renewal, the Term shall be extended from June 1, 2035 to May 31, 2045; and
2. Landlord hereby grants County two (2) additional five (5) year options to extend the Term after expiration the Renewal pursuant to Paragraph C.1. above. Each option shall be exercised, if at all, upon County providing notice to Landlord not later than sixty (60) days prior to the expiration of the prior lease term. If County exercises the first of two additional five year terms, the Term shall be extended from June 1, 2045 to May 31, 2050. If County exercises the second of the two additional five year terms, the Term shall be extended from June 1, 2050 to May 31, 2055.

D. Separate Counterparts.

This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Second Amendment, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available

digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Second Amendment by electronic means.

- E.** This Second Amendment shall be binding and fully effective as of the date it is fully executed by the Parties (the "Effective Date"). Except as amended or supplemented by this Second Amendment, the Agreement, together with exhibits, shall continue to be in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement, this Second Amendment or any right of County arising thereunder.

- F.** This Second Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Agreement, as amended or for the breach thereof shall be brought and tried in the County of Sonoma.

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COUNTY AND LICENSEE CAREFULLY READ AND REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the dates set forth below.

LANDLORD:

BENDAN LLC, a California limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

COUNTY:

County of Sonoma, a political subdivision of the State of California

By: _____

Name: Johannes J. Hoevertsz

Its: Director, Sonoma Public Infrastructure

Date: _____

Approved as to Content for County:

Warren Sattler, Real Estate Manager

Date: _____

ATTACHMENT A PINE MOUNTAIN LEASE -Rent schedule
Lessee : County of Sonoma
Lessor: Bendan LLC

ATTACHMENT A PINE MOUNTAIN LEASE -Rent schedule

YRS	MONTHLY RENT SCHEDULE			PAYMENT FOR
	Begin Date	End Date	Monthly Rent Payment	Payments For Specified Term
1	1/1/2024	12/31/2024	\$600.00	\$7,200.00
2	1/1/2025	5/31/2025	\$600.00	\$3,000.00
2-12	6/1/2025	5/31/2035	\$800.00	\$96,000.00
13	6/1/2035	5/31/2036	\$1,000.00	\$12,000.00
14	6/1/2036	5/31/2037	\$1,030.00	\$12,360.00
15	6/1/2037	5/31/2038	\$1,061.00	\$12,732.00
16	6/1/2038	5/31/2039	\$1,093.00	\$13,116.00
17	6/1/2039	5/31/2040	\$1,126.00	\$13,512.00
18	6/1/2040	5/31/2041	\$1,160.00	\$13,920.00
19	6/1/2041	5/31/2042	\$1,195.00	\$14,340.00
20	6/1/2042	5/31/2043	\$1,231.00	\$14,772.00
21	6/1/2043	5/31/2044	\$1,268.00	\$15,216.00
22	6/1/2044	5/31/2045	\$1,307.00	\$15,684.00
23	6/1/2045	5/31/2046	\$1,347.00	\$16,164.00
24	6/1/2046	5/31/2047	\$1,388.00	\$16,656.00
25	6/1/2047	5/31/2048	\$1,430.00	\$17,160.00
26	6/1/2048	5/31/2049	\$1,473.00	\$17,676.00
27	6/1/2049	5/31/2050	\$1,518.00	\$18,216.00
28	6/1/2050	5/31/2051	\$1,564.00	\$18,768.00
29	6/1/2051	5/31/2052	\$1,611.00	\$19,332.00
30	6/1/2052	5/31/2053	\$1,660.00	\$19,920.00
31	6/1/2053	5/31/2054	\$1,710.00	\$20,520.00
32	6/1/2054	5/31/2055	\$1,762.00	\$21,144.00

The Second Amendment agreement provides for one 10 year extended term with two 5 year terms. annual rent increases at a rate of three (3%) percent annually on June 1 of every year of the Term commencing 6/1/36