

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amendment") is made as of the last date of execution indicated on the signature page below, by and between County of Sonoma, a political subdivision of the State of California ("Lessor"), and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless ("Lessee"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Lessor and Lessee, or their predecessors in interest, are parties to an Option and Lease Agreement dated September 1, 2002, as amended by that certain First Amendment to Option and Lease Agreement dated January 1, 2004 (collectively, the "Lease"), the terms of the Lease are incorporated herein, whereby Lessor has leased a portion of Lessor's Property (as defined in the Lease) to Lessee to construct, operate and maintain a communications facility. The Lease agreement Commencement date was April 1, 2004.

B. Lessor and Lessee desire to (i) expand and reconfigure the Premises (as defined in the Lease) to show the new location of Lessee's generator within the Premises, (ii) establish the location of the Premises within Lessor's Property, and (iii) increase the number of five (5) year extension terms.

AGREEMENT

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 receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EXPANSION OF PREMISES. Section 1 the Lease shall be amended by deleting "800" and replacing it with "881." Lessor agrees that Lessee has the right to remove and replace the Premises, remove and install, operate, and maintain HVAC units, and install operate and maintain a generator, all as depicted on Exhibit "B" attached to this Amendment

2. EXHIBIT "B". Lessor agrees that Exhibit "B" depicts the Premises, as amended by this Amendment, and consents to the expansion, modifications, and improvements to the Premises depicted on Exhibit "B." Exhibit "B" attached to the Lease is hereby supplemented with Exhibit "B" attached hereto and made a part hereof. Exhibit "B" attached hereto shall control to describe the Premises, as amended herein, in the event of any discrepancy between the description of the Premises as set forth in Exhibit "B" attached hereto and the description of the Premises attached to the Lease.

3. EXTENSIONS. Upon expiration of the fourth five (5) year extension term described in Section 4 of the Lease, the Lease shall automatically be extended for two (2) additional five (5) year terms unless the Lessee terminates the Lease at the end of the then-current term by giving the Lessor written notice of the intent to terminate at least six (6) months' prior to the end of the then-current term.

4. RECORDING. Section 19 of the Lease is hereby amended to include the following as the last sentence: "After the expiration or earlier termination of the Lease, and within sixty (60) days after Lessee's receipt of written notice requesting the same, Lessee shall record a release of the Memorandum of Lease."

5. GOVERNMENTAL APPROVALS. Section 6.e of the Lease is hereby amended to add the following as the last sentence: "Lessee will provide Lessor with copies of all such permits and approvals prior to the performance of any work on the Premises."

6. TERM AND PAYMENT; ANNUAL RENT INCREASES. On April 1, 2021 only, in addition to and after the rent increase pursuant to Paragraph 3 of the Lease, the annual rent shall increase by a one-time amount of \$2,142.00 ("Rent Increase"). Lessor acknowledges and agrees that the Rent Increase payment may not be sent by Lessee to Lessor until 90 days after April 1, 2021. On April 1, 2022 and each April 1 thereafter during the term of the Lease, rent shall increase only by the amount provided in Section 3 of the Lease.

7. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have caused this SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT to be executed by each party's duly authorized representative effective as of the date last below written.

LESSOR:

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

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

GTE Mobilnet of California Limited
Partnership, d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT "B"

(See attached.)

Initial Here →

Lease Area Description

All that certain lease area being a portion of Lot 367 of the Pueblo of Sonoma and being a portion of the lands labeled "County of Sonoma - 842 D.R. 56" as is shown on that certain Parcel Map filed for record at Book 225 of Maps at Page 4, Official Records of Sonoma County, and being located in the City of Sonoma, County of Sonoma, State of California, being more particularly described as follows:

Commencing at a Brass Disk in Monument Well set at the South end of that certain tangent labeled "N 7°02'49" E 485.62'" as is shown on that certain Record of Survey filed for record at Book 728 of Maps at Page 41, from which a similar monument bears North 07°02'49" East 485.62 feet; thence from said point of commencement North 42°20'11" West 297.76 feet to the True Point of Beginning; thence from said True Point of Beginning North 07°43'56" East 16.33 feet; thence North 83°50'46" West 41.40 feet; thence South 08°52'22" West 24.44 feet; thence South 84°02'53" East 16.41 feet; thence North 05°57'50" East 5.99 feet; thence South 84°00'29" East 11.27 feet; thence South 05°59'31" West 4.84 feet; thence South 84°00'29" East 5.52 feet; thence North 05°59'31" East 4.84 feet; thence South 84°00'29" East 7.69 feet to the True Point of Beginning.

Together with a non-exclusive easement for access purposes, twelve feet in width from the above described lease area and running thence in a generally Southwesterly direction over and across the underlying parcel and existing improvements as are generally shown hereon to the public right of way.

Also together with a non-exclusive easement for utility purposes six feet in width from the above described lease area and running thence Westerly to the existing monopole tower/stadium light; thence up, over, and upon said tower as is necessary to install, operate, and maintain the necessary communications equipment.

Gell Engineering
 Engineering • Surveying • Planning
 1226 High Street
 Auburn, California 95603-5015
 Phone: (530) 885-0426 • Fax: (530) 823-1309

Verizon Wireless
 Project Name: DT SONOMA CRAN
 Project Site Location: 284 1st Street West
 Sonoma, CA 95476
 Sonoma County

Date of Observation: 01-30-18

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

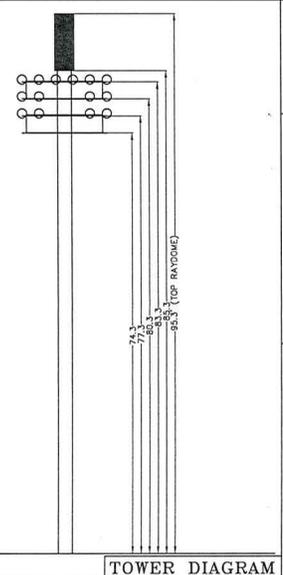
Type of Antenna Mount: Existing Light Pole/Tower

Coordinates (Tower Location)
 Latitude: N 38° 17' 48.81" (NAD83) N 38° 17' 49.12" (NAD27)
 Longitude: W 122° 27' 25.41" (NAD83) W 122° 27' 21.48" (NAD27)

ELEVATION of Ground at Structure (NAVD88) 106.4' AMSL
 STRUCTURE HEIGHT: (Top of Raydome) 95.3' AGL
 OVERALL HEIGHT: (Top of Raydome) 95.3' AGL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 81-003, and that they are true and accurate to the best of my knowledge and belief.

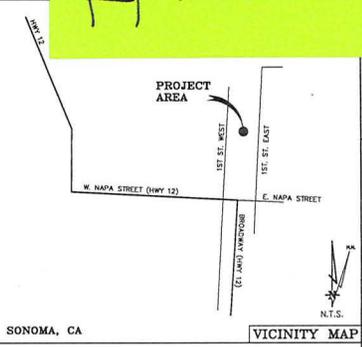
Kenneth D. Gell California RCE 14803



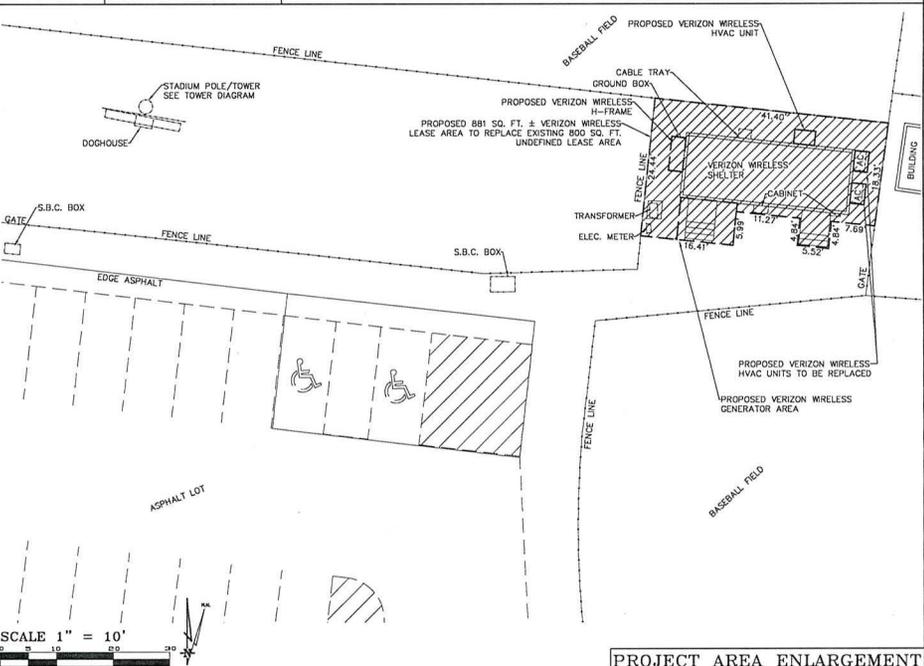
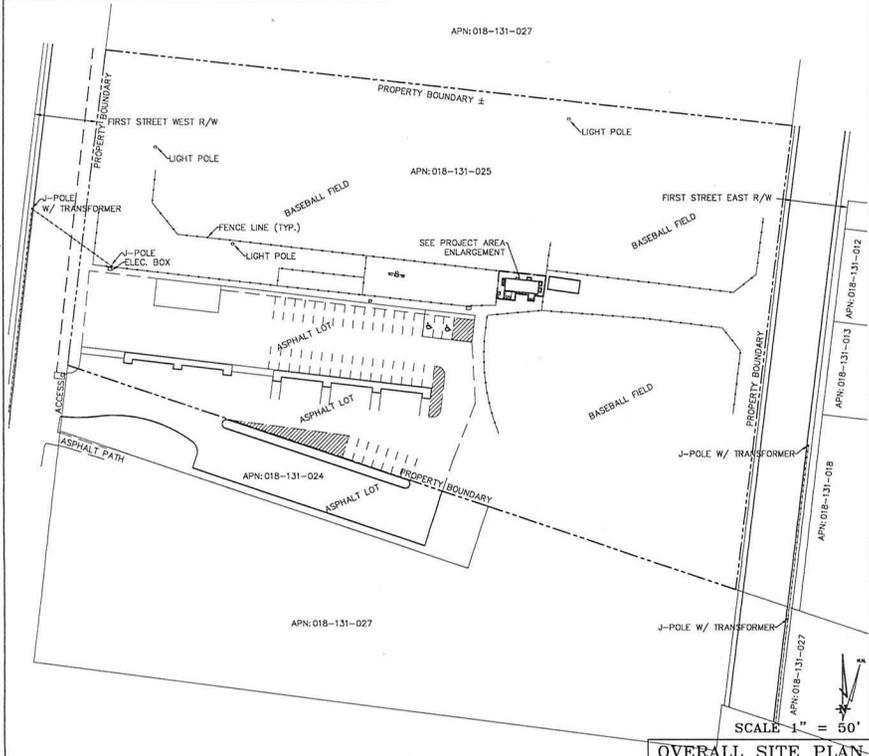
BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPOLYGLIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GELL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GELL ENGINEERING TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GELL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DATE OF SURVEY: 01-30-18
 SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GELL, R.C.E. 14803
 LOCATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA
 BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.
 ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM, ABOVE MEAN SEA LEVEL.
 N.G.V.D. 1929 CORRECTION: SUBTRACT 2.70' FROM ELEVATIONS SHOWN.
 CONTOUR INTERVAL: N/A
 CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.
 ASSESSOR'S PARCEL NUMBER: 018-131-025
 OWNER(S): COUNTY OF SONOMA
 2555 MENDOCINO AVENUE
 SANTA ROSA, CA 95403



DEPT	APPROV
LAG	
REC	
RF	
INT	
CEV	
OPS	
EVOUT	



verizon

DT SONOMA CRAN
 284 1ST. STREET WEST
 SONOMA, CA 95476
 PLOT PLAN AND
 SITE TOPOGRAPHY

REVISIONS	DATE	BY	CHKD	DESCRIPTION
REV	02-02-18			LEASE AREAS ADDED
REV	02-02-18			LEASE AREA W/O.
REV	02-02-18			LEASE AREA W/O.
REV	02-02-18			LEASE AREA W/O.

Sheet **C-1**