

OPTION AND LAND LEASE AGREEMENT

This Agreement is made as of the last date of execution indicated on the signature page below, between The County of Lake, a political subdivision of the State of California, with its principal offices located at 230 N. Main Street, Lakeport, California 95453, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 55 Worley Drive, City of Lakeport, County of Lake, State of California, as shown on the Tax Map of the County of Lake as Assessor's Parcel Number 029-141-310 (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a thirty-foot (30') by forty-foot (40') parcel containing approximately one thousand two hundred (1,200) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen-foot (15') wide right of way extending from the nearest public right of way, Worley Drive, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand Two Hundred and NO/100 Dollars (\$1,200.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within sixty (60) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twenty-four (24) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Two Hundred and NO/100 Dollars (\$1,200.00) to LESSOR within sixty (60) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell

or change the status of the Property or its property contiguous thereto LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LAND LEASE AGREEMENT

This Option and Land Lease Agreement (the "Agreement"), made as of the last date indicated on the signature page below, between The County of Lake, a political subdivision of the State of California, with its principal offices located at 230 N. Main Street, Lakeport, California 95453, hereinafter designated LESSOR and Cellco Partnership, d/b/a Verizon Wireless, with its principal offices located 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."

1. PREMISES. LESSOR is the owner of that certain real property located at 55 Worley Drive, City of Lakeport, County of Lake, California 95453 (the "Property"), legally described in Exhibit "A" attached hereto and made a part hereof. LESSOR hereby leases to LESSEE a portion of the Property being described as a thirty-foot (30') by forty-foot (40') parcel containing approximately one thousand two hundred (1,200) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, on foot or motor vehicle, including trucks over or along a fifteen-foot (15') wide right-of-way extending from the nearest public right-of-way, Worley Drive, to the Land Space, and for the installation and maintenance of communication tower/s, utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof. In the event any public utility is unable to use the Rights of Way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE. Anyone who accesses the Property on LESSEE'S behalf, including LESSEE'S employees, contractors, subcontractors and agents, will be bound by the provisions of this Section 1.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL; UTILITIES.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty One Thousand Dollars (\$21,000.00) paid in annual installments to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) days after the exercise of the option is effective.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. The parties agree that it is impracticable to fix actual damages to LESSOR in the event LESSEE'S payment of annual Rent is late, and for that reason, agree that should any annual Rent payment not be received by LESSOR from LESSEE within thirty (30) days after receipt of notice of non-payment from LESSOR, then LESSOR shall have the right to assess to LESSEE as a late charge, an additional Five Percent (5%) of the amount of the delinquent annual

Rent. The parties hereby agree that this late charge represents a fair and reasonable estimate of the costs that LESSOR will incur by reason of the late payment of Rent by LESSEE. Any amount due and unpaid pursuant to this Agreement shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") consisting of documents recorded in the County of Lake Assessor-Recorder's Office, documents executed pursuant to the provisions of the Agreement, and a complete and fully executed Internal Revenue Service Form W-9, or equivalent. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23.

LESSEE shall solely and independently be responsible for the payment of all electrical utilities consumed by LESSEE'S operations on the Premises. LESSOR makes no warranty as to uninterrupted utility service to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Any holding over after termination shall be on a month-to-month basis on the terms and conditions of this Agreement with the monthly Rent set at 110% of the current monthly Rent.

5. RENT INCREASES. Beginning upon the first (1st) anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter during the Term (as hereinafter defined) of this Agreement, the annual rent shall increase by an amount equal to three percent (3%) of the annual rent paid during the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Pursuant to

Revenue and Taxation Code Section 107.6, notice is hereby given that this Agreement may be a contract with a private party whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LESSEE shall pay any property taxes levied on any possessory interests on the Communication Facilities.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or substantially comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

LESSEE (and its employees, contractors, subcontractors and agents) may use the Premises for the transmission and reception of communications signals and the installation, construction, periodic maintenance, operation, securing, protecting, and repairing the wireless communications fixtures and related equipment (the "Communication Facilities") used in LESSEE'S business (collectively the "Permitted Uses") and for no other purpose. LESSEE'S Permitted Uses, which shall not cause any changes to the diagram depicted in Exhibit B, may include any removal, modification, replacement, or upgrade of the Communication Facilities and frequencies that are licensed by the FCC as LESSEE deems necessary or appropriate for its business operation, and shall be compliant with requirements of the County of Lake Community Development Department (the "Lessee Changes"), and such replacement or upgrade shall not cause interference with LESSOR'S use of its Property in violation of applicable FCC radio frequencies non-interference rules and regulations. LESSEE will have the right to make any LESSEE Changes as required for the Communication Facilities to comply with applicable, federal, state or local laws, rules or regulations or court or administrative orders or directives. No Lessee Changes (including changes required by applicable law, rules or orders) shall violate applicable FCC radio frequency non-interference rules and regulations. LESSEE will not use the Premises other than for the Permitted Uses or Lessee Changes except as allowed under this Agreement. LESSEE agrees that any maintenance, repair and/or replacement or any other work performed on the LESSEE'S Communications Facilities shall be done at LESSEE expense and in a workmanlike manner and all work shall be performed in a manner consistent with high quality construction standards of the industry.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State

or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action as a landowner which would adversely affect the status of the approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities, including, but not limited to Section 4, Section 14 and any rent payment obligations, which accrued but were unpaid prior to termination, made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement (or such broader coverage as is actually carried by the insured party), and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

b. LESSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) each accident for bodily injury and property damage

- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

c. Certificates of insurance shall be delivered to LESSOR on the Commencement Date and annually thereafter. LESSEE's certificates of insurance under this Section 10 shall expressly state LESSOR as additional insured. LESSEE shall require all of its contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of LESSEE including LESSOR as an additional insured as their interest may appear under this Agreement.

Further with the exception of any negligence on the part of Lessor and subject to the waiver of subrogation below, LESSEE shall reimburse LESSOR for any damage to LESSOR'S property or equipment caused by LESSEE. Further, with the exception of any negligence of the part of LESSEE and subject to the waiver of subrogation below, LESSOR shall reimburse LESSEE for any damages to LESSEE'S Equipment caused by LESSOR.

The limits and coverage of all such insurance shall be adjusted by agreement of all parties during every fifth year of the term of this Agreement in conformity with the then prevailing custom of insuring property and other risks similar to those appropriate to the Premises. Any disagreement under this Section 10 shall be resolved by binding arbitration pursuant to California Code of Civil Procedure Sections 1281 et. seq., as modified. All such insurance shall be non-contributing with any insurance which may be carried by LESSOR, and shall contain a provision that LESSOR, although included as an additional insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to LESSOR, and employees, and its property.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any, punitive, special or consequential damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the end of the applicable five-year term provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other current lessees of the Property that existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all commercially reasonable steps

necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. LESSEE agrees that all subtenants of LESSEE shall be required to comply with applicable FCC radio frequency non-interference rules and regulations.

Subject to LESSOR's obligation to reasonably cooperate in not interfering with LESSEE's operation in the Premises: (i) LESSOR and LESSEE agree that LESSOR shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the LESSEE'S communications facilities or the operation thereof including, without limitation, equipment failures, structural failures, or otherwise, and (ii) LESSOR shall not be responsible to LESSEE for any unauthorized access to LESSEE'S Communications Facilities.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), equipment, conduits, fixtures and all personal property (collectively, the "Improvements") and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

Upon the expiration or earlier termination of this Agreement, LESSEE: (i) shall remove all above-ground Improvements in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements; (ii) shall repair any damage caused to the Premises caused by or during such removal; and (iii) shall surrender the Premises in good condition, ordinary wear and tear and loss by casualty excepted. Notwithstanding the foregoing, LESSEE will not be responsible for the replacement of any trees, shrubs or other vegetation. In the event LESSEE fails to remove any portion of LESSEE'S Improvements from the Premises within ninety (90) days of the expiration or earlier termination of this Agreement, then after thirty (30) days prior written notice to LESSEE, LESSOR shall be free to remove and dispose of such Improvements in any manner, in LESSOR'S sole and absolute discretion. LESSEE shall reimburse LESSOR within forty-five (45) days of LESSEE'S receipt of an invoice from LESSOR, for all reasonable costs actually incurred by LESSOR in removing and disposing of Improvements, such obligation

to reimburse LESSOR to survive the termination of this Agreement. Notwithstanding the foregoing, LESSEE shall not have the right to, and may not, remove any concrete foundations or structural steel more than two feet (2') below the existing grade necessary to preserve integrity of the tower, as determined by LESSOR, such structural enhancements becoming the property of LESSOR upon the expiration or earlier termination of this Agreement.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension pursuant to written correspondence and in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, then LESSEE holding over in violation of Paragraph 14 and this Paragraph 15 shall be deemed on a month-to-month basis, and the monthly Rent shall be set at 110% of the monthly Rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in the Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of

title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT AND SUBLEASE. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of the LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may enter into a sublease with a subtenant for space on its communications tower located on the Premises and space for cables and conduits to service space on the communications tower, upon notice to LESSOR. Prior to LESSEE entering into a proposed sublease with a subtenant, LESSEE shall ensure that subtenant shall agree to the following provisions under the proposed sublease: (i) subtenant shall be prohibited from occupying ground space on the Premises other than for cables and conduits; (ii) subtenant shall be required to either enter into a lease (in which the "subtenant" shall be a lessee) with the LESSOR for placement of any and all of its ground equipment on the LESSOR's property that is adjacent to the Premises other than for cables and conduits, or, in the absence of said ground equipment, enter into a license (in which the "subtenant" shall be a licensee) with LESSOR for use of LESSOR's property adjacent to the Premises for the subtenant's operations on the Premises (for purposes of clarification, in no event shall subtenant's use of the Premises obviate the requirement of subtenant to enter into either a lease or license with LESSOR); and (iii) any said lease and license between LESSOR and the subtenant shall comply with the applicable leasing and licensing procedures required under statute and County of Lake ordinances. LESSEE shall ensure that any sublease entered into shall expressly contain said

provisions (i), (ii), and (iii). Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. Each sublease shall expressly state that the termination or expiration of this Agreement shall result in the automatic termination of said sublease. LESSEE shall be responsible for enforcing any and all of the provisions of its sublease/s.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The County of Lake
Attn.: Administration
333 2nd Street
Lakeport, California 95453

LESSEE: Cellco Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Re: North Lakeport

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE.

a. LESSOR represents that as of the execution of this Agreement, there are no mortgagee(s), ground lessors and master lessors of the Premises. LESSOR recognizes LESSEE's right to remain in occupancy of and have access to the Premises under the terms of this Agreement as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods.

b. If, within fifteen (15) days of the Commencement Date, LESSOR has retained any mortgages, ground lessors and / or master lessors of the Premises, then LESSOR shall obtain not later than fifteen (15) days following the Commencement Date, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Premises. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Premises or right-of-way;

provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Premises, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. Any applicable Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Premises, Lender or such successor in interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then existing LESSOR defaults under the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Premises and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Premises, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults. The parties agree that this Section 25(b) shall not be effective after the fifteenth (15th) day following the Commencement Date.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have thirty (30) days in which to cure any monetary breach and sixty (60) days in which to cure any non-monetary breach. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required

beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within sixty (60) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than sixty (60) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such sixty (60) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. Subject to Section 27 of this Agreement, if LESSOR has breached a material obligation (i.e., unreasonably obstructed access or utilities to, or possession of, the Premises) that has a substantial adverse effect (i.e., unreasonably impaired the quantity or quality of the level of service provided to LESSEE's customers) on the normal industry standard operations of LESSEE and if LESSEE so performs any of such obligations in breach hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR represents that it has no knowledge of any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"), excepting only such substances that are customarily used in wireless communications facilities and are not in violation of any applicable law. LESSEE shall not introduce or use any such substance on the Property in violation of any applicable law. LESSOR shall be responsible for, and shall promptly conduct

any investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, not caused by or to the extent contributed to by LESSEE, that have occurred or which may occur on the Property.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law relating to LESSEE's use of the Premises during the term of the Agreement, and b) any environmental or industrial hygiene conditions caused by the LESSEE's activities conducted on the Premises. The foregoing notwithstanding, LESSEE is not required to hold harmless or indemnify LESSOR for any duties, responsibility, damages, losses or liability related to or arising from the migration of contamination, hazardous substance, or other environmental or industrial hygiene conditions from outside the Premises, from any pre-existing environmental or industrial hygiene conditions or concerns of the Property, or any environmental or industrial hygiene conditions or concerns created or caused by LESSOR and/or LESSOR's employees, agents, contractors, tenants, licensees, invitees or other occupants of the Property.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may terminate this Agreement within said forty-five (45) days upon written notice to LESSOR, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises within said forty-five (45) day period. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

If LESSEE elects to terminate this Agreement pursuant to this Section 30, LESSOR shall reimburse Lessee the pro rata share of the Rent that has been paid in advance hereunder and all rights and obligations of LESSOR and LESSEE arising after the termination date shall terminate.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within thirty (30) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Either Party may on its own behalf make a claim in any condemnation proceeding involving the Premises. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. Attorneys' Fees. In the event that any dispute between the Parties to this Agreement with respect to this Agreement should result in litigation, the prevailing Party in the dispute shall be entitled to recover from the other Party all reasonable costs and expenses of its successful case, including reasonable attorneys' fees and costs of appeal from the non-prevailing Party.

33. No Recourse Against Nonparty Affiliates. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity) based upon, arising under, or relating in any manner to this Agreement, may be made only against the persons or entities that are expressly identified as Parties in the preamble to this Agreement or their successors, personal representatives, sublessees, licensees, sublicensees, or assigns.

34. Waiver. Any failure of the LESSEE to comply with any obligation, covenant, agreement or condition herein may be expressly waived by LESSOR, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Fire Code. LESSEE'S use of the Premises shall comply with the Lake County Fire Code ("Fire Code"). If LESSEE violates any section of the Fire Code, then LESSEE shall have thirty (30) days upon receipt of written notice of the violation from LESSOR to cure said violation which notice shall be addressed to LESSEE's notice address set forth in Paragraph 23 hereof and a copy addressed to: Verizon Wireless, 2785 Mitchell Drive, Building 9, Walnut

Creek, California 94598. LESSEE shall reimburse LESSOR for any reasonable costs incurred by LESSOR relating directly to the curing of such violation in the event LESSEE fails to cure such violation within said thirty (30) day period.

36. Climbing Certification Required. LESSEE shall ensure that all of its employees that climb LESSEE's tower have the applicable appropriate training and certification to climb towers, and shall contract with agents, independent contractors or subcontractors that climb LESSEE'S Tower that have the applicable appropriate training and certification to climb towers.

37. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such 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 Agreement.

38. APPLICABLE LAWS. During the Term, LESSEE and LESSOR shall comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") as it relates to the Premises. LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

39. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

40. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR:

LESSEE:

The County of Lake, a political subdivision of
the State of California

Cellco Partnership d/b/a Verizon Wireless

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

By: Scott Stewart
Name: SCOTT STEWART
Title: DIRECTOR NETWORK
Date: 10/30/17

OPTION AND LEASE AGREEMENT WITH VERIZON
FOR 55 WORLEY WAY, LAKEPORT

Attest: Carol J. Huchingson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Anita L. Grant
County Counsel

By: _____


By: Lloyd C. Guintivano
Deputy County Counsel

Exhibit "A"

(Legal Description of Property)

Please see attached.

Real property in the unincorporated area of the County of Lake, State of California, described as follows:

ALL THOSE PORTIONS OF LOTS 1, 2 AND 3, AS THE SAME ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "CLEAR LAKE ACRES," FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LAKE ON OCTOBER 21, 1921, IN BOOK 2 OF TOWN MAPS AT PAGE 22, AND ALSO LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 AS SHOWN ON THAT CERTAIN MAP ENTITLED "CLEAR LAKE ACRES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON OCTOBER 21, 1921, IN BOOK 2 OF TOWN MAPS AT PAGE 22, AND RUNNING THENCE, ALONG THE NORTH LINE THEREOF, SOUTH 88° 55' 20" EAST 540 FEET TO THE TRUE POINT OF BEGINNING HEREOF; THENCE NORTH 0° 34' 28" EAST 269.71 FEET TO THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND WITHIN SECTION 6, TOWNSHIP 14 NORTH, RANGE 9 WEST, M.D.M., AS CONVEYED BY J. C. ANTON TO FRANK H. HALE BY DEED DATED JULY 11, 1931, OF RECORD IN BOOK 76 OF OFFICIAL RECORDS OF LAKE COUNTY AT PAGE 365; THENCE, ALONG SAID SOUTH LINE, NORTH 89° 07' 53" WEST 360 FEET; THENCE SOUTH 0° 34' 28" WEST 580 FEET; THENCE SOUTH 88° 55' 20" EAST 564.09 FEET; THENCE NORTH 26° 38' 40" EAST 345.42 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 2 THAT IS SOUTH 88° 55' 20" EAST OF THE POINT OF BEGINNING; AND THENCE, ALONG SAID NORTH LINE, NORTH 88° 55' 20" WEST 355.89 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2 OF "CLEAR LAKE ACRES," AND RUNNING THENCE, ALONG THE NORTH LINE OF SAID LOT 2, SOUTH 88° 55' 20" EAST A DISTANCE OF 177.99 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID TRUE POINT OF BEGINNING, SOUTH 00° 34' 28" WEST A DISTANCE OF 311.60 FEET; THENCE NORTH 88° 55' 28" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 00° 34' 28" EAST A DISTANCE OF 579.71 FEET; THENCE SOUTH 89° 07' 53" EAST A DISTANCE OF 79.99 FEET; AND THENCE SOUTH 00° 34' 28" WEST A DISTANCE OF 268.40 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 22 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED, "WORLEY ACRES SUBDIVISION UNIT 3," FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LAKE ON JULY 12, 1972, IN BOOK 12 OF SUBDIVISION MAPS AT PAGES 12 THROUGH 14, INCLUSIVE, AND RUNNING THENCE, FROM SAID POINT OF BEGINNING, NORTH 70° 26' 27" WEST A DISTANCE OF 80.62 FEET; THENCE NORTH 26° 38' 40" EAST A DISTANCE OF 98.41 FEET, PARALLEL WITH THE WESTERLY BOUNDARY OF SAID "WORLEY ACRES SUBDIVISION UNIT 3"; THENCE SOUTH 88° 55' 20" EAST A DISTANCE OF 88.68 FEET TO THE WESTERLY BOUNDARY OF SAID "WORLEY ACRES SUBDIVISION UNIT 3"; AND THENCE, ALONG THE WESTERLY LINE OF SAID "WORLEY ACRES SUBDIVISION UNIT 3," SOUTH 26° 38' 40" WEST A DISTANCE OF 126.74 FEET TO THE POINT

OF BEGINNING.

PARCEL FOUR:

AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES UNDER, OVER, AND ACROSS THOSE PORTIONS OF LOTS 3 AND 4 AS SHOWN ON SAID MAP ENTITLED "CLEAR LAKE ACRES," AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

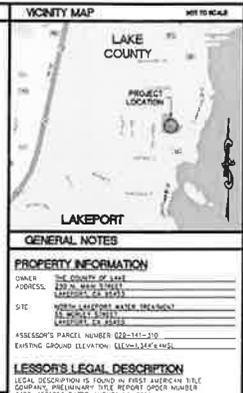
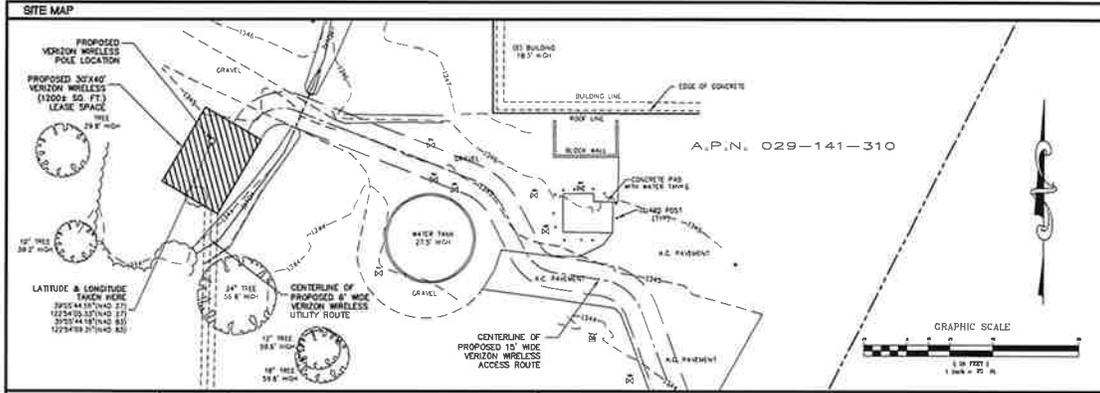
BEGINNING AT THE SOUTHWEST CORNER OF LOT 22 AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED, "WORLEY ACRES SUBDIVISION UNIT 3," FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LAKE ON JULY 12, 1972, IN BOOK 12 OF SUBDIVISION MAPS AT PAGES 12 THROUGH 14, INCLUSIVE; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERLY BOUNDARY OF SAID "WORLEY ACRES SUBDIVISION UNIT 3," SOUTH $33^{\circ} 29' 20''$ WEST A DISTANCE OF 51.52 FEET; THENCE, LEAVING SAID WESTERLY BOUNDARY, NORTH $70^{\circ} 26' 27''$ WEST A DISTANCE OF 74.43 FEET; THENCE NORTH $26^{\circ} 38' 40''$ EAST A DISTANCE OF 50.39 FEET; AND THENCE SOUTH $70^{\circ} 26' 27''$ EAST A DISTANCE OF 80.62 FEET TO THE POINT OF BEGINNING.

APN: 029-141-310

Exhibit "B"

(Scaled Diagram of Premises within Property)

Please see attached.



SJ SURVEYS
 271 BILL BEAN CIRCLE
 SACRAMENTO, CA 95885

GENERAL NOTES

PROPERTY INFORMATION

OWNER: THE COUNTY OF LAKE
 ADDRESS: 270 N. MAIN STREET
 LAKEPORT, CA 95553

SITE: NORTH LAKEPORT WATER TREATMENT
 FACILITY EXPANSION
 PROJECT NO. 2014-001

ASSESSOR'S PARCEL NUMBER: 029-141-210
 EXISTING GROUND ELEVATION: 1162.52 ± (SEE NOTES)

LESSOR'S LEGAL DESCRIPTION

LEGAL DESCRIPTION IS FOUND IN FIRST AMERICAN TITLE COMPANY, PRELIMINARY TITLE REPORT ORDER NUMBER 3420-891863 DATED AUGUST 14, 2014

TITLE REPORT

TITLE REPORT PROVIDED OCTOBER 13, 2014 BY FIRST AMERICAN TITLE COMPANY, PRELIMINARY TITLE REPORT ORDER NUMBER 3420-891863 DATED AUGUST 14, 2014

BASIC OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM (FIPS 496) AND POINTS TO POINT 4, DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) DERIVED FROM GEODATA AND PRODUCED BY THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SERVICE (OPUS).

FLOOD ELEVATION

FLOOD PLAN ELEVATION OF PROJECT AREA IN ZONE B, AN AREA DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD FLOOD AS SHOWN ON FEMA FIRM MAP COMMUNITY PANEL NUMBER 06033C0482, DATED 09/30/2005.

SURVEY DATE
 10/15/14

SURVEYOR'S NOTES

ALL ELEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED TO THE PROPERTY SHOWN HEREON. IT IS REQUESTED THAT THE CONTRACTOR AND DEVELOPER LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. BEYOND ALLOCATION AND OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

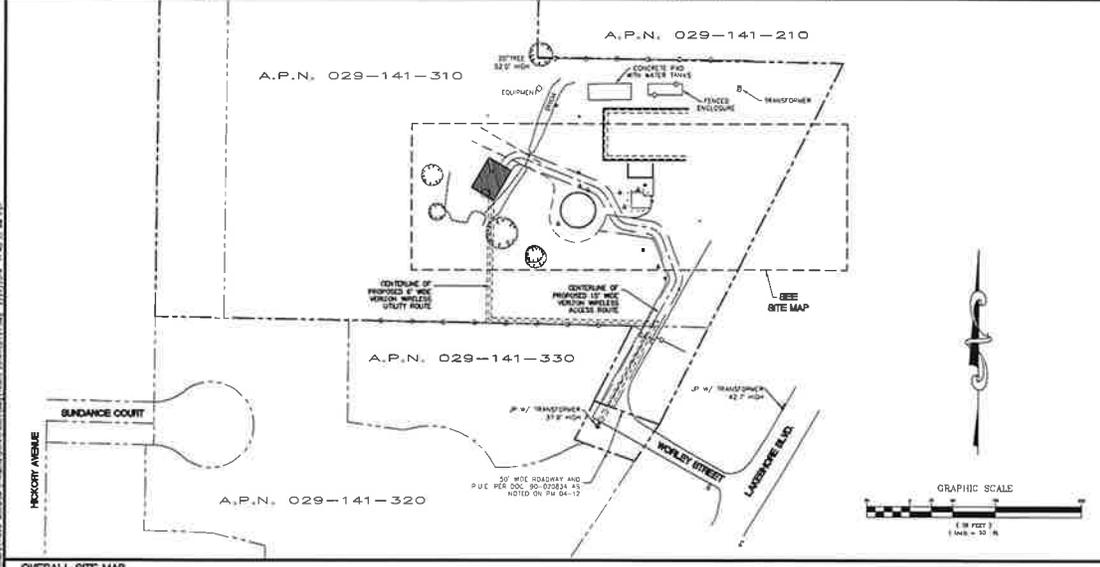
UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE ACCURATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT U.S.A. AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. BEYOND ALLOCATION AND OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND

--- PROPERTY LINE
 --- SUB-LOT LINES

WV WATER VALVE
 IP INCHER POLE
 WB WATER METER BOX
 HI FIRE HYDRANT
 SW SWIRLING WATER CLEANOUT
 SD STORM DRAIN MANHOLE
 EB ELECTRIC BOX
 NGW ABOVE GROUND LEVEL
 BSL BELOW MEAN SEA LEVEL



REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/14	ISSUED FOR REVIEW
2	10/27/14	REVISED PER COMMENTS
3	10/27/14	REVISED PER COMMENTS
4	10/27/14	REVISED PER COMMENTS

verizon

VERIZON WIRELESS
 2785 MITCHELL DRIVE, BLDG. 9
 WALNUT CREEK, CA 94598

283595
 NORTH LAKEPORT
 35 WOPLEY STREET
 LAKEPORT, CA 95553

DATE: 10/15/14
 JOB NO.: 140204
 SHEET NO.: C-1

BOUNDARY SHOWN IS BASED ON RECORD INFORMATION AND FIELD MEASUREMENT. THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES SHOWN ARE APPROXIMATE.

Exhibit "C"