

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

TRAINOR FAIRBROOK
Michael O. Gualco, Esquire
Post Office Box 255824
Sacramento, California 95865-5824
(Site Name: North Lakeport)

(Space above this line for Recorder's use.)

Document Transfer Tax = \$0.00; the total guaranteed term of the Agreement is less than 35 years

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT ("Memorandum") 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 a mailing address of 230 N. Main Street, Lakeport, California 95453, hereinafter referred to as "LESSOR", and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into an Option and Land Lease Agreement on the last date of execution indicated on the signature page thereof (the "Agreement"). LESSOR grants to LESSEE the right and option to lease the premises, including a right-of-way for access thereto, for an option term of twelve (12) months, beginning on the date of full execution of the Agreement by the Parties, i.e., the last date of execution indicated on the signature page thereof. Such twelve (12) month option period may be extended by LESSEE for one (1) additional period of twelve (12) months. Upon exercise of the option by LESSEE, the Agreement shall be for an initial term of five (5) years, commencing on the Commencement Date, subject to further extension pursuant to the terms of the Agreement.

2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 55 Worley Drive, City of Lakeport, County of Lake, State of California, and being described as a thirty-foot (30') by forty-foot (40') parcel containing approximately one thousand two hundred (1,200) square feet, as shown on the Tax Map of the County of Lake as a portion of Assessor's Parcel Number 029-141-310, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifteen-foot (15') right-of-way extending from the nearest public right-of-way, Worley Drive, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises." The Property is described in Exhibit A attached hereto

and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month in which notice of the exercise of the option is effective.

4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date last written hereinbelow.

LESSOR:

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

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

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

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

EXHIBIT "A"

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

NOTARY ACKNOWLEDGMENT

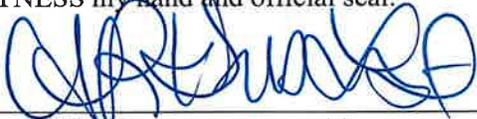
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On October 30, 2017 before me, ARKRUSE-LUDTKE, Notary Public, personally appeared SCOTT STEUBERT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

Place Notary Seal Above

