

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attn: Victoria T. Gregson, Esq.
Re: Downtown Lakeport

(Space above line for Recorder's Use)

STATE OF CALIFORNIA)
)
COUNTY OF LAKE)

APN: 025-401-05

DTT = \$0.00; Guaranteed term less
than 35 years

No Prior Recording

MEMORANDUM OF BUILDING AND ROOFTOP LICENSE AGREEMENT

This MEMORANDUM OF BUILDING AND ROOFTOP LICENSE 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 its principal offices located at 230 N. Main Street, Lakeport, California 95453, hereinafter designated LICENSOR 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, Attention: Network Real Estate (Site: Downtown Lakeport) (telephone number 866-862-4404), hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LICENSOR and LICENSEE entered into an unrecorded Building and Rooftop License Agreement (the "Agreement") on the last date of execution thereof, for an initial term of five (5) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for three (3) additional five (5) year terms unless LICENSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.

2. Pursuant to the Agreement, LICENSEE shall license from LICENSOR portions ("Premises") of that certain real property located at 255 N. Forbes Street, City of Lakeport, County of Lake, California 95453, as legally described in Exhibit "A" attached hereto and incorporated herein (the entirety of LICENSOR's property is referred to hereinafter as the "Property"), said Premises being substantially described and depicted in the Agreement, together with the non-exclusive right for ingress and egress, on foot or motor vehicle, including trucks,

over or along a right-of-way extending from Premises to the nearest public right-of-way, subject to certain access restrictions as set forth in the Agreement, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way, including in and through the building located on the Property, said licensed premises and rights-of-way being substantially as described and depicted in the Agreement.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be the first day of the month in which LICENSEE'S building permit is issued for modification of LICENSEE'S pre-existing equipment.

4. LICENSEE has the right of first refusal to purchase a portion of the Property (or an interest therein) 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 LICENSOR and LICENSEE.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LICENSOR:

ATTEST: CAROL J. HUCHINGSON
CLERK OF THE BOARD OF
SUPERVISORS

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

BY:
DEPUTY


By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:
ANITA L. GRANT
COUNTY COUNSEL

BY: 
LLOYD C. GUINTIVANO
DEPUTY COUNTY COUNSEL

LICENSEE:

Cellco Partnership,
d/b/a Verizon Wireless

By: Scott Stewart

Name: Scott Stewart

Its: Director Network

Date: 5/9/19

LICENSOR 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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Notary Public

LICENSEE 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)

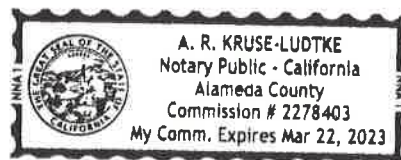
On May 9, 2019, before me, A. R. Kruse-Ludtke, Notary Public, personally appeared Scott Stewart, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Notary Public



Notary Public

Exhibit "A"

(Legal Description of Property)

The land referred to herein below is situated in the City of Lakeport, County of Lake, State of California and is described as follows:

PARCEL ONE:

The North half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL TWO:

Lot(s) 1, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

PARCEL THREE:

Lot(s) 4, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL FOUR:

The South one-half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

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