

FIRST AMENDMENT TO BUILDING AND ROOFTOP LICENSE AGREEMENT

This FIRST AMENDMENT TO BUILDING AND ROOFTOP LICENSE AGREEMENT ("**Amendment**") is made the last date of execution below by and between The County of Lake, a political subdivision of the State of California ("**Licensor**") and Celco Partnership, d/b/a Verizon Wireless ("**Licensee**").

RECITALS

WHEREAS, Licensor is the owner of that certain real property located at 255 N. Forbes St., Lakeport, California 95453 ("**Property**"); and

WHEREAS, Licensor and Lessee are parties to that certain Building and Rooftop License Agreement dated August 6, 2019 (the "**License**"), whereby Licensor licenses to Licensee space on and within Licensor's building located on the Property (the "**Premises**") for the construction, operation, and maintenance of a communications facility, all as more particularly set forth therein; and

WHEREAS, the parties hereto desire to amend the License to expand the Premises to widen certain portions of the Rights of Way (as such term is defined in the License).

AGREEMENT

NOW, THEREFORE, by mutual agreement of the parties and in consideration of the mutual promises, rights and obligations hereinafter set forth, the License is hereby amended as follows:

1. **Defined Terms.** Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given those terms in the License.
2. **Licensor Consent.** Licensor hereby consents to Licensee widening a portion of the Rights of Way from approximately three-feet to approximately ten-feet (the "**Expanded Rights of Way**") as further described and depicted on the Exhibit "B-1" attached hereto and made a part hereof. The parties acknowledge and agree that upon full execution of this Amendment described herein and depicted on Exhibit "B-1," the Expanded Rights of Way shall be deemed part of the Premises.
3. **Exhibit.** Licensor and Licensee acknowledge and agree that Exhibit "B-1" attached hereto and made a part hereof, describes and depicts the Expanded Rights of Way to be installed pursuant to this Amendment. The parties acknowledge and agree that the attached Exhibit "B-1" is intended to supplement Exhibit "B" attached to the License. In the event of a conflict between Exhibit "B-1" and Exhibit B attached to the License, Exhibit "B-1" shall control.
4. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the License shall remain in full force and effect. In the event of a conflict between any term and provision of the License 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 License. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the latter date written below.

LICENSOR:

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

By: _____
Name: Moke Simon
Title: Chair, Board of Supervisors
Date: _____

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

BY: _____
DEPUTY

APPROVED AS TO FORM:
ANITA L. GRANT
COUNTY COUNSEL

BY: _____
LLOYD C. GUINTIVANO
DEPUTY COUNTY COUNSEL

LICENSEE:

Cellco Partnership,
dba Verizon Wireless

By: Scott Stewart
Name: SCOTT STEWART
Title: Director Network
Date: 9/18/20

Exhibit “B-1”

[*see attached*]

THIRD STREET

PROPERTY LINE

10' WIDE NON-EXCLUSIVE
RIGHT OF WAY

EXISTING
BUILDING

LOWER ROOF

UPPER ROOF

PROPOSED 14.82
X 7.33 LICENSEE
LICENSE AREA

APN: 25-655-01
APN: 025-401-05

PROPERTY LINE

EXISTING
BUILDING

PROPOSED 14.72 X
12.67 LICENSEE
LICENSE AREA

PROPOSED 17.89 X
12.67 LICENSEE
LICENSE AREA

PROPOSED 13.75 X
12.67 LICENSEE
LICENSE AREA

EXISTING SKYWALK



LEASE EXHIBIT – Downtown Lakeport

DRAWING NOT TO SCALE
V.1 - 2020-05-08