

AMENDED AND RESTATED CELL SITE LEASE

This Amended and Restated Cell Site Lease ("**Lease**") is entered into this ____ day of _____, 2022 ("**Effective Date**"), by and between the City of Napa, a California charter city, as successor in interest to City of Napa, a municipal corporation ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Napa Cellular Telephone Company, a California general partnership d/b/a Cellular One ("**NCTC**") entered into that certain Cell Site Lease dated May 16, 1997 ("**Original Lease**") for the leasing of certain premises therein described that are a portion of the Property (as defined in Section 1 below); and

WHEREAS, Tenant succeeded to all of the right, title and interest of NCTC in and to the Original Lease; and

WHEREAS, Landlord and Tenant amended the Original Lease pursuant to that certain Amendment No.1 to Cell Site Lease dated October 21, 2013 (collectively with the Original Lease, the "**Existing Lease**"); and

WHEREAS, the term of the Existing Lease expired April 30, 2017, and Tenant has since been occupying the leased premises under the Existing Lease with Landlord's consent on a month-to-month basis; and,

WHEREAS, upon the Effective Date, Landlord and Tenant wish to (i) amend the Existing Lease, (ii) extend the term of the Existing Lease, (iii) concurrently restate in their entirety the terms and conditions of the Existing Lease as set forth herein, and (iv) supersede all of the terms, covenants and conditions of the Existing Lease with the terms, covenants and conditions of this Lease.

On the terms, provisions and conditions hereinafter set forth and in consideration of mutual covenants and obligations of the parties hereunder, the parties hereto agree as follows:

1. Premises and Tenant Facilities. Landlord is the owner in fee simple of a parcel of real property located in the City of Napa, County of Napa, State of California, more commonly known as the "Foster Road Water Tank Site" located at 1542 Foster Road, Napa, CA 94558, Assessor's Parcel Number 043-190-014-000, as described in **Exhibit A** attached hereto (the "**Property**"). Landlord leases to Tenant and Tenant leases from Landlord approximately one hundred ninety-five (195) square feet of ground space (hereafter, the "**Ground Space**") on the Property, space on Landlord's water tank ("**Structure**") on the Property for the placement of Tenant's antennas and other equipment (hereafter, "**Structure Space**"), together with additional ground space necessary for the installation of cables and conduit to connect to power, fiber optics, the Structure Equipment (as defined in Section 6(a) below) and Ground Space (hereafter, the "**Cable Space**"). All of Tenant's Structure Space, Ground Space, and Cable Space together with those certain pathways for access and utilities as described in **Exhibit B** attached hereto are collectively, the "**Premises**". Tenant has inspected the Property and Premises and accepts the Premises "AS IS" and agrees that Landlord is under no obligation to perform any work or provide any materials to prepare the Property or Premises for Tenant. Except as otherwise provided in Section 19 below, Landlord makes no warranties, implied or otherwise, as to the suitability of the Premises for Tenant's intended use or the condition of the Property or Premises. Tenant acknowledges and agrees that Landlord provides no security or safety services for or related to Tenant Facilities or the Premises.

2. Term and Option. The initial term of this Lease ("**Initial Term**") shall commence as of May 1, 2017 ("**Term Commencement Date**") and end on April 30, 2026. Provided Tenant is not then in default beyond expiration of applicable cure periods as provided in this Lease, Tenant is granted the option to extend the Initial Term of this Lease for two (2) additional five (5) year terms (each, a "**Renewal Term**") upon the same terms and conditions as set forth herein. The Lease will automatically renew for each Renewal Term unless Tenant provides written notice to Landlord of Tenant's intention not to renew this Lease not less than ninety (90) days prior to the end of the Initial Term or then-existing Renewal Term, as the case may be. The Initial Term and any Renewal Terms, are collectively referred to as the "**Term**").

3. Rent.

(a) Commencing on the first day of the month following the Effective Date ("**Rent Commencement Date**"), and on the first day of each month thereafter during the Term, Tenant shall pay to Landlord as base rent the amount of Four Thousand and 00/100 Dollars (\$4,000.00) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term shall be prorated, and all prorations shall be based on a 30-day month. Notwithstanding the foregoing, the initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. Rent shall be payable to Landlord at P.O. Box 660, Napa, California 94559-0660, Attention: Finance Department, Accounts Receivable. Landlord and Tenant acknowledge that no additional Rent is owed by Tenant to Landlord for the period commencing on the Term Commencement Date and ending on the date immediately prior to the Rent Commencement Date.

(b) The amount of the monthly Rent payable hereunder shall be increased annually on each anniversary of the Rent Commencement Date during the Term by an amount equal to three and one-half percent (3.5%) over the Rent paid during the previous year.

(c) The placement of any additional equipment within the Structure Space or the Cable Space beyond that authorized under this Lease shall be subject to Landlord's review and approval or consent, which Landlord approval or consent shall not be unreasonably withheld, conditioned or delayed, and additional Rent may be charged to Tenant as agreed to by both parties. Any additional Rent agreed to by both parties shall be subject to annual increases as provided in Section 3(b) of this Lease. Tenant shall notify Landlord of any equipment modifications or additions within the Ground Space but such activity shall not be subject to a Rent increase nor to Landlord's prior approval.

(d) Within forty-five (45) days following the Effective Date, Tenant agrees to make a one-time payment to Landlord in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for landscaping improvements.

4. Taxes.

(a) Tenant recognizes that this Lease may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of taxes levied on such interest. Tenant shall pay, before delinquency, all personal property, possessory interest, and other taxes and assessments, if any, directly attributable to the Tenant's leasehold interest or Tenant Facilities, which are levied or assessed during the Term against Tenant's leasehold interest in the real property or improvements installed or located in or upon the Premises. The foregoing notwithstanding, Tenant shall have the right, with Landlord's cooperation, but at no cost or other detriment to Landlord, to contest with the taxing authorities the imposition or amount of any such taxes. Tenant shall not be responsible for the payment of any real property taxes, and/or assessments on the Property unless such taxes or assessments are directly attributable to Tenant's leasehold interest or operation of Tenant Facilities.

(b) If required by Tenant to comply with laws, Tenant shall secure a business license from the City of Napa Finance Department and promptly pay all taxes required by said business license, except to the extent Tenant may be exempt from such licensing requirements or taxes charged thereunder and except to the extent such licensing and taxes are prohibited or otherwise not permitted or allowed under applicable state, local or federal law, rule or regulation.

5. Security Deposit. Landlord and Tenant acknowledge that Landlord has not accepted any security deposit from Tenant, and that no security deposit is required.

6. Use.

(a) Pursuant to the terms of this Lease, Tenant may use the Premises only for the construction, installation, operation, upgrade, repair, replacement and maintenance of unmanned communications equipment and related telecommunications activities within those portions of the Premises further defined as follows: Tenant's equipment which includes Tenant's equipment cabinets and other equipment within the Ground Space is hereafter known as the "**Ground Equipment**"; Tenant's equipment within the Structure Space is hereafter known as the "**Structure Equipment**"; Tenant's equipment within the Cable Space is hereafter known as the "**Cabling**". The Ground Equipment, Structure Equipment, and Cabling are collectively known hereafter as the "**Tenant Facilities**". After the Effective Date, Tenant shall have the right, upon prior notice to Landlord and pursuant to Section 12 (Access) of this Lease, to enter upon the Property for the purpose of making relevant engineering and boundary surveys, inspections, or other reasonably necessary tests. Additional soil tests shall require the approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises. Tenant shall comply at all times with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to Tenant's use or occupancy of the Premises. Tenant's use of the Premises is subject to it obtaining all certificates, permits, zoning, easements, and other approvals that may be required by any federal, state or local authority having jurisdiction over Tenant's operations at the Property.

(b) Tenant shall not use or permit said Premises or any part thereof to be used for any purpose other than the purpose for which the said Premises are hereby leased without Landlord's prior written consent, which may be granted or withheld, in Landlord's sole discretion. Tenant shall not use or permit the Premises or any part thereof to be used for any purpose or use in violation of the laws, ordinances, and permits applicable thereto. In addition, Tenant shall not use or permit the Premises to be used, or do, or permit acts to be done in or about said Premises which will cause a cancellation of any insurance policy covering said Premises, or any part thereof, nor shall Tenant keep or use, in or about said Premises, any article which may be prohibited by the standard form of fire insurance policies. Tenant shall, at Tenant's sole cost and expense, comply with any and all applicable legal requirements including federal, state and local ordinances, rules, laws, or regulations (including zoning approval, FCC licenses, certificates and permits) (collectively, "**Laws**") pertaining to Tenant's use or occupancy of the Premises. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements (including the Structure) on the Property.

(c) No Tenant Facilities shall be placed on top of any water lines or related equipment on or in the Property or Premises. Landlord hereby represents to Tenant that to Landlord's best knowledge, the locations of the Tenant Facilities on the Property or the Premises as of the Effective Date are not placed on top of any water lines or related equipment. In the event Landlord discovers Tenant inadvertently places any of its Tenant Facilities on top of a water line, then Tenant agrees to move the subject Tenant Facilities away from the water line at Tenant's sole cost and expense as soon as reasonably possible after Tenant's receipt of written notice from Landlord. In the event Tenant has to relocate the Tenant Facilities or any portion thereof off of a water line, Landlord will require enough space to be able to access the water line(s) using a back hoe or similar equipment.

(d) Subject to the terms of this Lease, including, without limitation, the terms and conditions set forth in Section 13 (Interference) below, Landlord may collocate other equipment on the Structure; however, Tenant shall have exclusive use of the area occupied by the Structure Equipment on the Structure and its other spaces within the Premises. Tenant's Facilities shall be placed within or on the Premises at the sole cost of Tenant. Landlord and Tenant each agrees that the Tenant Facilities shall be considered Tenant's personal property and Landlord shall not remove such equipment except as expressly provided in this Lease. No other rights are granted to Tenant herein except as expressly granted herein.

(e) The Tenant Facilities shall include an eleven and one-half foot (11.5') by five foot (5') space within Tenant's Ground Space separated by a demising wall for the location of radio equipment owned and operated by Landlord, hereafter, the "**Landlord Space**".

7. Improvements/Construction.

(a) Tenant Facilities: Tenant has the right to construct, install, upgrade, repair, replace, maintain and operate the existing Tenant Facilities in and on the Premises as described in the attached **Exhibit B** and in accordance with this Lease. In connection therewith and prior to the commencement of any new construction, installation, or work in or on the Premises, Tenant, at its sole cost and expense, shall submit to Landlord working drawings, plans, and specifications detailing the location, size, and weight of the Tenant's equipment specifically describing the proposed installation and work (collectively, "**Working Drawings**") as required in this Section. Tenant's addition of equipment completely contained within the Ground Space (and not requiring additional cabling/conduit outside of such space) shall not require Working Drawings to be submitted to Landlord. In this case, Tenant will instead provide Landlord with a written summary of the scope of the Tenant work. Subject to the terms and conditions set forth below in this Section 7, no work in or on the Premises shall commence until Landlord has approved or consented to the Working Drawings or written summary of Tenant's scope of work, as the case may be, in writing. Notwithstanding the foregoing, in no event shall Tenant be required to obtain Landlord's prior approval in connection with any routine maintenance, replacement or repair of the Tenant Facilities, provided that in the event of a replacement of Equipment in the Structure Space or the Cable Space, the replacement equipment is identical or smaller in size, dimensions and weight to the existing equipment intended to be replaced and provided that in the event of routine maintenance, replacement or repair, access to the Premises is not in any way impeded by Tenant. Landlord shall use its best efforts to review and provide its written approval, consent or disapproval of the Working Drawings or written summary of Tenant's scope of work, as the case may be, to Tenant within thirty (30) business days following Landlord's receipt of any such drawings. Any changes to the Working Drawings by Tenant must be re-submitted to Landlord for its re-approval or consent pursuant to the terms and conditions set forth in this Section 7(a). In no event shall Landlord's approval or consent to the Working Drawings be deemed a representation that they comply with applicable Laws, or that the improvements contemplated by the Working Drawings will not cause interference with other communication systems, or that they will be adequate for Tenant's purposes, such responsibility being solely Tenant's. Upon Tenant receiving all required approvals or consent to the improvements depicted on the Working Drawings, such approved/consented Working Drawings shall supersede and replace **Exhibit B** in its entirety.

Notwithstanding any of the foregoing to the contrary, (i) Landlord's approval or consent (including approval or consent of Working Drawings or a written summary of the scope of work) shall not be required for any construction, installation, repair, maintenance, replacement, upgrade or addition to Tenant's Ground Equipment fully contained within the Ground Space; (ii) Landlord's consent shall be required for any work involving additional Cabling outside of the Cable Space; and (iii) Tenant's replacement of an equal number of antennas shall not require Tenant to pay additional Rent to Landlord provided that the new antennas do not exceed the weight of the existing antennas or the height or the width of the existing antennas by more than one foot (1') in either dimension and do not require the placement of additional conduit within or on the Cable Space or outside the Ground Space and do not require additional space for cabling outside of the Cable Space.

(b) Tenant agrees that all construction and installation work to be performed by or on behalf of Tenant shall be performed at Tenant's sole cost and expense, in a neat, responsible, and workmanlike manner using generally accepted construction/installation standards consistent with such reasonable requirements as shall be imposed by Landlord, provided that such reasonable requirements are adopted and applied by Landlord in a uniform and nondiscriminatory manner, and in accordance with **Exhibit B** and the consented/approved Working Drawings to the extent **Exhibit B** and/or the approved Working Drawings are applicable pursuant to Section 7(a) above, and shall be diligently completed. Tenant shall label each conduit/cable and antenna placed within the Premises. Label information shall include Tenant's name and emergency contact information.

(c) A professional, licensed, engineer hired by Tenant has evaluated the existing Tenant Facilities and installation as of the Effective Date and has determined it is structurally adequate in accordance with the requirements of all applicable California Building Codes and in accordance with all applicable American National Standards Institute (ANSI), Telecommunication Industry Association (TIA), and Electrical Industry Association (EIA) applicable codes and standards and local codes, ordinances and laws. Landlord is relying solely on Tenant and its representatives' expertise that the installation and operation of the Tenant Facilities can be performed safely in and on the Premises and Property with no harm to the structural integrity, or any other systems of the tanks or other improvements owned by Landlord, including the Structure.

(d) Tenant warrants to Landlord the Tenant Facilities (i) will not cause any interference to existing systems located on or in the Property which are operating in compliance with laws, (ii) the installation and operation of the Tenant Facilities conforms with FCC and other applicable federal, state and local rules, regulations and guidelines, and (iii) radio frequency emissions and electromagnetic energy emanating from the Tenant Facilities are within established safe exposure limits pursuant to all local, state, and federal, regulations, rules, laws, and ordinances for workers on the Structure and the public at large. Tenant acknowledges and agrees that Landlord is relying solely on Tenant's and Tenant's representatives' expertise that the installation and operation of the Tenant Facilities comply with established safety radio frequency and electromagnetic exposure limits pursuant to all federal, state and local regulations, rules, laws, and ordinances as required in this Lease.

In the event Landlord needs to perform non-emergency repairs on the Structure, Landlord shall provide twenty-four (24) hours prior written (including email) to Tenant. Landlord shall also call Tenant's Network Operations Center (NOC) at (800) 832-6662 to coordinate the power down of Tenant Facilities in connection with such non-emergency repairs. Tenant agrees to power down the Tenant Facilities at the scheduled time (not to be less than twenty-four (24) hours from Tenant's receipt of the foregoing written/email notice) as established by Landlord and shall verify in writing (including email) that its Tenant Facilities are powered down and safe for Landlord or its representatives to access the Structure.

In the event of an emergency posing an imminent threat of harm to persons, property or Landlord's operation of the Property and/or Structure for public water or any other purposes as determined in Landlord's sole discretion, Landlord can contact at Tenant's NOC by telephone at (800) 832-6662 to request an immediate shutdown of Tenant's Facility or effected portion thereof to allow for the safe access to make emergency repairs as soon as possible to the Property or Structure. NOC will respond with shutdown information to Landlord as soon as possible or within two (2) hours of Landlord's contact in such event of an emergency.

(e) Tenant agrees to provide proper signage in accordance with Laws and otherwise reasonably acceptable to Landlord on the Premises detailing radio frequency emissions of facilities relative to occupational exposure standards. Tenant shall install signage as required by any applicable Laws and Landlord hereby grants to Tenant the right to do so.

(f) At least seven (7) days before any new construction of additional Tenant Facilities begins on the Premises, Tenant shall notify Landlord in writing of Tenant's intention to perform such work for the purpose of enabling Landlord to post notices of non-responsibility (Civil Code section 3094) and shall provide contact information for the employees and/or contractors performing the work on the Premises. Tenant shall be responsible for the satisfaction and payment of all amounts due to any provider of work, labor, material, or services claiming by, through or under Tenant, and shall keep the Property and Premises free and clear of all

liens resulting from such labor, material and services. Tenant shall also indemnify, hold harmless and defend Landlord against any such liens, including the reasonable fees of Landlord's attorneys. Such liens shall be discharged by Tenant within thirty (30) calendar days after Tenant's receipt of written notice of filing thereof by bonding, payment, or otherwise. The provisions of this paragraph shall survive termination of this Lease.

(g) [Intentionally omitted.]

(h) Tenant shall repair any damage to the Property where such damage is caused by Tenant, any of its agents, representatives, employees, contractors, or subcontractors, or by the Tenant Facilities as a result of the installation, construction, operation, maintenance, repair, replacement, removal or other activities at the Property by Tenant related to the Tenant Facilities, at Tenant's sole cost, as soon as reasonably possible, but in no event more than thirty (30) business days after the date Tenant receives notice from Landlord in writing of such damage; provided, however, that if such repair is reasonably determined by Tenant to take longer than such thirty (30) business day period, Tenant shall commence such repair in such thirty (30) business day period and thereafter diligently prosecute the repair to completion. All repairs shall be performed such that the Property is restored to the condition in which it existed immediately prior to the damage and to the reasonable satisfaction of Landlord. If Tenant fails to repair any such damage within the aforementioned thirty (30) business day time period, as may be extended pursuant to this Section 7(h), Landlord may, in its sole and absolute discretion, repair such damage and Tenant shall reimburse Landlord for all actual and reasonable costs and expenses incurred by Landlord along with a penalty payment from Tenant to Landlord equal to Fifteen Percent (15%) of the gross cost of such repair within thirty (30) days following Tenant's receipt of an invoice from Landlord accompanied by reasonable substantiation of such costs and expenses. Tenant's obligations under this subparagraph shall survive termination of this Lease. Tenant's failure to repair or pay Landlord the cost of repairing such damage as required above shall result in Tenant being in default hereunder and subject to the terms in Section 21 (Default) of this Lease.

(i) Tenant shall not during construction or otherwise impede access to or in any way materially and adversely obstruct, interfere with or hinder the use of the Property or any entrance ways thereto by Landlord or its employees, representatives, or contractors. If any of the foregoing occurs, Tenant shall take immediate corrective action, and shall use best efforts to correct same within eight (8) hours of notice by Landlord. Tenant shall also pay Landlord a penalty fee of One Hundred Fifty Dollars (\$150.00) for every hour Tenant prevents Landlord from accessing the Property. Such amount will be due Landlord within thirty (30) days following Tenant's receipt of an invoice from Landlord accompanied by reasonable substantiation that such prevention of access is caused by Tenant and the duration of such prevention of access. Landlord shall notify Tenant of any of the foregoing occurrences set forth in this Section 7(i) by calling Tenant's NOC phone number at (800) 832-6662.

(j) Tenant understands and agrees that the aesthetic characteristics of the Property are of significant importance to Landlord and agrees to ensure that the appearance of any future installations of the Tenant Facilities shall match the colors, architectural, and other aesthetic features of the Property existing as of the date of such installations, as reasonably determined by Landlord.

8. Title to Facilities. Tenant shall hold title to the Tenant Facilities and Landlord shall hold title to Landlord's equipment located in the Landlord Space (collectively, "**Landlord Equipment**"). Landlord waives any lien rights it may have concerning the Tenant Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent. Landlord acknowledges that Tenant may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Tenant Facilities (the "**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Tenant Facilities identified on **Exhibit B** or otherwise permitted to be installed pursuant to the express terms and conditions set forth herein, and approved under Tenant's use permit; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings. Tenant waives any claims or rights it may have concerning the Landlord Equipment.

9. Maintenance, Repair and Removal. Tenant shall be responsible for repairing and maintaining the Tenant Facilities and any other improvements installed by Tenant on the Premises, excluding Landlord Equipment, in a proper operating and reasonably safe condition; provided, however, if any such repair or maintenance is required due to the negligent acts or willful misconduct of Landlord, then Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant for such repair or maintenance to restore the damaged portion(s) of the Premises and/or Tenant Facilities to the condition which existed immediately prior thereto pursuant to the terms of this Section, (i) up to an aggregate amount of Fifty Thousand and 00/100 Dollars (\$50,000.00). Tenant shall provide Landlord with written reasonable substantiation that such repair or maintenance was due to such negligent acts or willful misconduct of Landlord, along with reasonable written evidence demonstrating such damaged was caused by such acts of Landlord along with written evidence of reasonable costs incurred by Tenant. Upon the expiration (subject to the terms and conditions set forth in Section 22 (Holding Over) or earlier termination of this Lease, Tenant shall remove all of the Tenant Facilities in their entirety from the Premises and shall return the Premises to the condition in which it existed prior to Tenant's use and occupancy, reasonable wear and tear excepted, unless otherwise agreed to in writing by Landlord. Should Tenant fail or refuse to remove all of the Tenant Facilities within ninety (90) days from receipt of written notice from Landlord to do so, then Landlord may, at its option, remove all of the Tenant Facilities and restore the Premises to the same condition as existed prior to Tenant's use and occupancy, reasonable wear and tear excepted and Tenant shall reimburse Landlord for such actual and reasonable costs of removal and restoration following Tenant's receipt of an invoice accompanied by reasonable substantiation from Landlord, and also pay Landlord a Twenty Thousand and 00/100 Dollar (\$20,000.00) administrative fee to compensate Landlord for its time in arranging for the removal of the Tenant Facilities. The reimbursement costs and administrative fee shall be due to Landlord within forty-five (45) days from the date of Tenant's receipt of Landlord's written invoice accompanied by reasonable substantiation of such costs. In the event Tenant causes damage of any kind during the course of constructing, installing, operating, maintaining, or removing the Tenant Facilities, Tenant shall repair the damage at Tenant's sole cost and expense without delay but within thirty (30) business days from the date of Tenant's receipt of written notice of the damage from Landlord; provided, however, that if such repair is reasonably determined by Tenant to take longer than such thirty (30) business day period, Tenant shall commence such repair in such thirty (30) business day period and thereafter diligently prosecute the repair to completion.

10. Redevelopment of Property & Relocation.

(a) **Redevelopment & Permanent Relocation.** In the event Landlord desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon (collectively, "**Redevelopment**"), Landlord shall in good faith use its best efforts to accommodate fully Tenant's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Tenant Facilities, Tenant and Landlord shall use best efforts to find a mutually acceptable alternate location ("**Relocation Premises**") on the Property for the Tenant Facilities. Tenant shall relocate the Tenant Facilities or make the necessary alterations thereto, at Tenant's sole cost, expense and risk; provided, however, that Landlord has provided Tenant with not less than twelve (12) months prior written notice of Landlord's proposed Redevelopment and such relocation right shall only be exercisable after the Initial Term, and only one (1) time during the Term. Such relocation (i) will be performed exclusively by Tenant or its agents; (ii) will not unreasonably result in any interruption of the communications service of Tenant on the Property; and (iii) will not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Property. Tenant shall have the right to bring upon and operate a temporary communications facility in a mutually agreeable location on the Property for the duration of the relocation. In the event that Tenant and Landlord cannot agree on a Relocation Premises for the Tenant Facilities on the Property after using best efforts, then Landlord or Tenant may terminate this Lease upon twenty-four (24) months' prior written notice to the other. If the parties agree on an acceptable Relocation Premises on the Property for the Tenant Facilities, Landlord and Tenant agree to execute an amendment hereto to identify the Relocation Premises reasonably acceptable to Tenant, and after the date Tenant begins on-air operation of the Tenant Facilities at the Relocation Premises in the ordinary course of Tenant's business, such Relocation Premises shall be deemed the Premises subject to the terms and conditions herein.

(b) Temporary Relocation. Section 10(a) above shall not apply to any temporary relocation of Tenant's Structure Equipment required for the re-coating or other maintenance work to be performed to the Structure by Landlord. Landlord will give Tenant a minimum of ninety (90) days prior written notice in the event Tenant needs to temporarily relocate its Structure Equipment to allow for Landlord to perform maintenance to the Structure. Tenant shall pay the cost of such temporary relocation of its Structure Equipment pursuant to this Section 10(b). Tenant shall have the right to bring upon and operate a temporary communications facility in a mutually agreeable location on the Property for the duration of the temporary relocation of its Structure Equipment.

11. Utilities. Tenant shall obtain separate utility service from any utility company that will provide service to the Property and Tenant shall pay for all utility connection charges and usage charges including gas, electricity, and telephone service Tenant consumes in its operations at the rate charged by the servicing utility company. Landlord agrees to sign such documents or instruments as may be required by said utility companies, and approved in advance by Landlord, which Landlord approval shall not be unreasonably withheld, conditioned or delayed, to provide such service to the Premises, including the grant to Tenant or to the servicing utility company at no cost to the Landlord, of an easement in, over, across or through the Property as required by such servicing utility company to provide such service to the Premises. Both parties agree that Landlord shall not be held liable for any damages sustained by Tenant resulting from Tenant's use of any utilities, except to the extent caused by the active negligence or willful misconduct of Landlord or any of Landlord's employees, agents or contractors.

Subject to Landlord's prior written approval, which Landlord approval shall not be unreasonably withheld, conditioned or delayed, Tenant may temporarily install and operate on the Premises (or on the Property owned by Landlord adjacent to the Premises in a location mutually agreed to by the parties) a portable, standby power generator for Tenant's exclusive use during emergency situations only, provided such placement and operation does not interfere with the operations or use of the Property by the Landlord. The placement and operation of such generator is subject to all Laws. Such use of the generator shall not cause a legal nuisance to Landlord's neighbors or other tenants of the Property. If such interference or legal nuisance occurs, Tenant shall cure same within three (3) days after Tenant's receipt of Landlord's written request therefor. In the event that Tenant does not cure such interference and/or legal nuisance within such three (3) day period, then Tenant shall thereafter remove the temporary power source causing such interference and/or legal nuisance. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, also on a temporary basis, so long as such placement and operation does not interfere with the operations or use of the Property by the Landlord as a public water storage/treatment/distribution facility or any other use of the Property by Landlord. The temporary power source shall be removed by Tenant within thirty (30) days of re-establishment of utility service. If Tenant fails to remove said equipment within such time frame, Tenant shall pay Landlord a penalty fee of Three Hundred Dollars (\$300.00) for every day beyond such thirty-day period. Such amount will be due Landlord within thirty (30) days following Tenant's receipt of an invoice from Landlord accompanied by a timesheet evidencing the number of days said equipment was left on site beyond the thirty-day period by Tenant and reasonable substantiation of such fact (e.g., time stamped photographs or the like).

12. Access. Unless restricted, limited or precluded due to an emergency situation, applicable Laws or destruction or condemnation or court order, Tenant shall have access to the Premises during normal business hours (9am-5pm, Monday through Friday, holidays excepted) upon twenty-four (24) hours advance telephonic notice to a live person (no messages are to be left for this purpose) to Landlord at one of the phone numbers set forth in this paragraph below. Such access requests will include sufficient information to allow Landlord to confirm all Tenant desired work will take place within the Premises. Tenant shall not block any roadway, easement or gate access with equipment or vehicles. Tenant shall provide to Landlord and shall keep regularly updated throughout the Term a list of representatives with access authorization. At the time that such notice is given by Tenant, Tenant shall inform Landlord of the names of the persons who will be accessing the Property, the contact information for such persons, the reason for entry, and the expected duration of the work to be performed. In the event of an emergency, which shall be deemed to include any outage or failure of the Tenant Facilities, Tenant may, by contacting Landlord at the EIB Jamieson Canyon Water Treatment Plant (707) 253-0822 or Hennessey Water Treatment Plant (707) 963-1116, access the Property on a 24-hour, seven-day per week basis (unless access is restricted,

limited or precluded due to such emergency situation, any applicable Laws, damage or destruction or court order) and shall provide prior notice to Landlord before entering the Property. Landlord and its employees, contractors, agents, representatives, directors, officers, elected and appointed officials, and volunteers (hereafter, "**Landlord's Agents**") shall have the right in all cases to accompany Tenant during any entry by Tenant. Landlord and Landlord's Agents, representatives and others designated by Landlord shall have the right to enter and inspect the Premises at any time upon forty-eight (48) hours prior written notice to Tenant who shall have the right to accompany Landlord during any such entry. Tenant shall deliver a key to Landlord for any locks installed by Tenant on the Premises area, but not to Tenant's equipment cabinets. Tenant shall have access to the Premises in accordance with the reasonable security requirements of the Landlord, provided that such reasonable security requirements are adopted and applied by Landlord in a uniform and non-discriminatory manner. Failure of Tenant and Tenant's employees, agents, subcontractors, invited guests, and representatives (hereafter, "**Tenant's Agents**") to notify Landlord of its intended access, except in the event of any emergency access, shall result in a charge in the amount of Six-Hundred and No/100 Dollars (\$600.00) payable by Tenant to Landlord within thirty (30) days from the date of Tenant's receipt of Landlord's written request for such payment accompanied by reasonable substantiation as liquidated damages to cover the expense of time and materials incurred by Landlord to respond to alarms activated by Tenant's unauthorized entry.

13. Interference.

(a) At all times during the Term of this Lease, Tenant agrees to use equipment of the type and frequency that will not cause harmful interference to Landlord's equipment and that shall comply with all rules and regulations of the FCC. Tenant shall also not cause harmful interference to Landlord's Structure and improvements or access thereto existing on or in Landlord's Property. If any such harmful interference to the use or enjoyment of the Property by Landlord results directly from the operation of any of Tenant's Facilities, Tenant shall have a three (3) day cure period, after receipt of written notice and evidence of harmful interference from Landlord, within which to eliminate such harmful interference. If such harmful interference is not corrected within the three (3) day cure period, then Tenant shall terminate the use of the interfering equipment (except for intermittent testing) until such time as the harmful interference is eliminated. If the harmful interference is unable to be eliminated within thirty (30) days after Tenant's receipt of written notice of harmful interference, then Tenant shall remove from the Property the portions of the Tenant Facilities suspected of causing such harmful interference.

(b) The Landlord may issue permits for and enter into leases or licenses to allow future telecommunications facilities on the Property, and Tenant consents to the same; provided such future telecommunications facilities do not cause harmful interference with Tenant's use of the Premises and operation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord shall not authorize its tenants or licensees to install new equipment on the Property if such equipment may cause harmful interference with Tenant's operations. In the event harmful interference occurs and provided that Tenant is operating the Tenant Facilities in compliance with this Paragraph 13, Landlord will cause such harmful interference to cease within three (3) days after receipt of written notice and evidence of harmful interference from Tenant. In the event any such harmful interference does not cease within the aforementioned cure period, Landlord shall cause the interfering party to cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the harmful interference has been corrected.

(c) Landlord shall use an impartial, qualified radio-frequency engineer utilizing then current, applicable federal standards to determine whether a situation constitutes harmful interference to Landlord's communications and/or equipment. An impartial, qualified radio-frequency engineer utilizing then current, applicable federal standards shall determine whether a situation constitutes harmful interference between Tenant and other tenants or licensees. Harmful interference, as used in this Section 13, shall have the same definition as defined by the FCC.

14. Termination. This Lease may be terminated as follows:

(a) By either party upon thirty (30) days' prior written notice for the other party's failure to cure a default or breach, including non-payment by Tenant of Rent or other payments due under this Lease, within thirty (30) days after receipt of written notice thereof, provided that if a non-monetary default cannot reasonably be cured within such thirty (30) day period, this Lease shall not terminate if such defaulting party commences to cure the default within the thirty (30) day period and works diligently towards curing the default after receipt of notice of such default.

(b) By Tenant, after five (5) years from the Term Commencement Date, upon sixty (60) days prior written notice to Landlord if the Premises are or become unusable, or if Tenant determines that the Premises are no longer suitable for Tenant's intended purpose, and upon Tenant's satisfaction of its obligations set forth under this Lease.

(c) After the expiration or earlier termination of this Lease, Tenant shall record a quit claim deed to release recorded easements and any recorded memorandum of lease from the title record within thirty (30) days following Tenant's receipt of Landlord's written request for same delivered to Tenant after the end of the Lease.

15. Destruction or Condemnation.

(a) Landlord acknowledges and agrees that it is extremely important that Tenant maintain continuous operation of its systems on the Premises. If, during the Term hereof, the Premises or any portion thereof is altered, destroyed or damaged, Tenant may, at its sole cost and expense, repair, restore, and/or rebuild the same in accordance with its condition prior to such damage or destruction in accordance with Landlord's access requirements for Tenant set forth in Section 12 above, and any plans and specifications first approved by Landlord, which Landlord approval shall not be unreasonably withheld, conditioned or delayed. If any part of the Tenant Facilities, Premises or any other portion of the Property where Landlord has granted or conferred rights to Tenant hereunder is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to Landlord which termination will be effective as of the date of such notice. In the event Tenant terminates this Lease pursuant to this Section 15(a), then Tenant shall remove all the Tenant Facilities in accordance with the terms and conditions set forth in Section 9 (Maintenance, Repair and Removal) above. Any work or repair, restoration, reconstruction, or removal of Tenant Facilities shall be promptly commenced after the damage or loss occurs, or after Tenant's termination of this Lease, as the case may be, and shall be completed by Tenant with due diligence. All of Tenant's insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs, restoration or reconstruction, and if such insurance proceeds shall be insufficient for such purpose, Tenant shall make up any deficiency out of its own funds. Should Tenant decide to repair, restore, or rebuild the Tenant Facilities after damage or loss occurs as described in this Section 15(a), then Tenant may place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility. Such temporary facilities will be governed by all of the terms and conditions of this Lease, including payment of the full amount of Rent. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

(b) In the event the Premises are taken in whole or in part by any entity by eminent domain, this Lease shall terminate as of the date the condemning authority takes possession of the Premises. Tenant shall not be entitled to any portion of the award paid and the Landlord shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. However, Tenant shall have the right to claim and recover from the condemning authority such other compensation as may be separately awarded or recoverable by Tenant. If this Lease terminates due to condemnation, Tenant shall promptly remove all of the Tenant Facilities from the Premises on or before such termination date.

16. Insurance. Without limiting Tenant's obligations of indemnification provided herein, Tenant shall carry and maintain during the Term of this Lease, the following insurance placed with insurers with a current A.M. Best's rating of no less than A minus: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Tenant and Tenant's Agents.

(a) Commercial general liability insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), with limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate. Said policy shall contain, or be endorsed with, the following provisions:

(1) The Landlord and Landlord's employees, agents and officials, successors and assigns are covered as additional insureds for liability arising out of the operations performed by or on behalf of Tenant. The coverage shall contain no special limitations on the scope of protection afforded to the Landlord and Landlord's Agents except as respects damage or loss due to sole negligence of the additional insureds.

(2) The inclusion of more than one additional insured shall not operate to impair the rights of one additional insured against another additional insured, and the coverage afforded shall apply as though separate policies had been issued to each additional insured.

(3) For claims related to this Lease, the Tenant's required insurance is primary and non-contributory with respect to all obligations assumed by Tenant pursuant to this Agreement or any other services provided. Any insurance carried by Landlord shall not contribute to, or be excess of insurance maintained by Tenant, nor in any way provide benefit to Tenant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents

(4) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to Landlord and Landlord's employees, agents, and officials, successors and assigns.

(b) Commercial automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001, Code 1 (any auto), including the loading thereof for vehicles used in the performance of this Lease with combined single limits of Two Million Dollars (\$2,000,000.00); and

(c) Pollution Liability self-insurance covering liability to Landlord imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of services and any physical property damage, bodily injury or death there from, with a limit of not less than \$5,000,000 per claim and in the aggregate, insurance shall include legal defense coverage for the loading and unloading of waste at Landlord's sites and non-owned disposal sites; coverage for release or spill while in transit; and coverage for pollution conditions at non-owned disposal sites. If such coverage is provided on a "Claims Made" basis, the retroactive date of the policy must be prior to the start date of the lease. Coverage shall remain in force for no less than five (5) years following completion of the work called for under the lease. If lease is cancelled or non-renewed prior to five years following the completion of the lease, Tenant must purchase extended reporting coverage equal to at least five years following the completion of the lease. Insurance shall also include coverage for Tenant's owned and leased vehicles; including vehicles owned by subcontractors.

(d) Worker's Compensation insurance meeting statutory limits as required by the laws of any and all states in which Contractor's employees are located and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000 per accident/disease per employee/disease policy limit, which policy shall contain or be endorsed to contain a waiver of subrogation against Landlord and Landlord's employees, agents and officials, successors and assigns. If Tenant has no employees, Tenant may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."

(e) Throughout the Term hereof, Tenant shall keep or cause to be kept, at its sole cost and expense, All Risk Property self-insurance covering the Premises and all improvements which are part of, located on, or being constructed on the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief. Said policy of insurance shall provide for full replacement cost and shall include Landlord as Loss Payee and grant Landlord the right to direct adjustment with the insurer in the event of a loss. A client property endorsement shall be added to the policy stating that the insurance company is responsible for losses involving the property of Landlord or others for whom Landlord has assumed responsibility. Tenant self-insures this coverage.

(f) Tenant may self-insure any of the required insurance under the same terms as required by this Lease. In the event Tenant elects to self-insure its obligation under this Lease to include Landlord as an additional insured, the following conditions apply: (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

(g) Tenant shall furnish Landlord with certificates of insurance and required endorsements or its form for self-insurance evidencing the required coverage prior to performing construction on the Premises or within thirty (30) days after execution of this Lease by Landlord, whichever occurs first. Tenant shall provide at least thirty (30) days written notice to Landlord prior to cancellation or non-renewal of any required coverage that is not replaced. Any self-insured retention in any required coverage over \$100,000.00 shall be disclosed to Landlord. If Tenant does not keep all required insurance policies in effect, Landlord may after fifteen (15) days' prior written notice to Tenant, take out the necessary insurance, and Tenant agrees to pay the reasonable cost of said insurance. The required liability policies shall include Landlord, Landlord's agents, employees, officials, successors and assigns as additional insureds by endorsement as its interests may appear with respect to this Lease. The required commercial general liability, automobile liability and workers' compensation shall provide a waiver of subrogation in favor of Landlord, Landlord's agents, employees, officials, successors and assigns.

(h) Tenant releases Landlord, Landlord's Agents, employees, officials, successors and assigns from and against any and all claims, suits, actions, legal or administrative proceedings, regulatory proceedings, liens, demands, damages, liabilities, losses, costs, fees and expenses (including, without limitation, attorney's fees and expenses), directly or indirectly arising out of or in connection with this Agreement for damage to any person or to the Premises or to the Tenant facilities. Tenant shall cause each required insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Landlord, Landlord's agents, employees, officials, successors and assigns in connection with any damage covered by any policy. Tenant self-insures its pollution and property insurance and in satisfaction of the waiver of subrogation by the insurer will include Landlord's agents, employees, officials, successors and assigns as additional insured or joint loss payee for their respective insurable interest which would have been covered had Tenant purchased pollution or property insurance.

(i) The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Tenant.

17. Indemnification/Liability. Tenant agrees to use and occupy the Premises at its own risk. To the full extent permitted by law, Tenant agrees to indemnify, defend, release and save harmless Landlord and Landlord's Agents, and each of them, from and against any and all claims, suits, liabilities, actions, damages, penalties or causes of actions, including claims for attorney's fees, asserted by any person including Tenant and Tenant's Agents for personal injury, death or damage to or taking of property or any interest therein or from any nature or cause whatsoever arising out of or in connection with this Lease, the Premises, construction of the Tenant Facilities, Tenant's operations, Tenant's removal of the Tenant Facilities, Tenant's use of any access and utility easements, Landlord's approval of Tenant's use permit or Tenant's failure to comply with all applicable Laws.

Except as expressly provided in this paragraph, Tenant agrees that Landlord and Landlord's Agents shall have no liability to Tenant or anyone claiming under or through Tenant for any injury, alleged injury, inconvenience, loss, cost, expense, or damage (i) caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Landlord, Tenant's Agents or any other person or entity; or (ii) for the making of any alteration of or improvement or repair to the Property or Premises, whether required by any governmental agency, or due to casualty or for any other reason. Without limiting the foregoing, Tenant also agrees that Landlord and Landlord's Agents shall not be liable for damage to the Tenant Facilities or for vandalism, theft, misappropriation, or loss thereof, or for any damage or inconvenience which may arise through maintenance, repair, or alteration of any part of the Property, or failure to make any such repairs, or from any other cause. Notwithstanding the foregoing, Landlord shall be liable for Landlord or Landlord's Agents, or any of their, sole negligence or willful misconduct.

Except as expressly provided in this paragraph, Landlord and Landlord's Agents shall not be liable or responsible to Tenant, and Tenant hereby waives any claim for, any loss or damage to any property or person or loss of use of any property occasioned by any cause, including without limitation by theft, fire, act of God, public enemy, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority. Notwithstanding the foregoing, Landlord shall be liable for Landlord or Landlord's Agents, or any of their, sole negligence or willful misconduct.

Landlord and Landlord's Agents shall not be personally liable for the performance of Landlord's obligations under this Lease. The liability of Landlord for any of Landlord's obligations under this Lease shall be limited to Landlord's interest in the Property where the Tenant Facilities and Premises are located. Notwithstanding any other provision of this Lease, in no event shall Landlord or Landlord's Agents be liable to Tenant for consequential damages, or loss of or interference with Tenant's business, including without limitation lost profits. Tenant's use of the Premises shall be at Tenant's sole risk, without any obligation on Landlord's part to improve, repair or maintain the same except as may otherwise be expressly set forth herein.

Tenant and Tenant's Agents shall not be personally liable for the performance of Tenant's obligations under this Lease. Notwithstanding any other provision of this Lease, in no event shall Tenant or Tenant's Agents be liable to Landlord for consequential damages, or loss of or interference with Landlord's business, including without limitation lost profits.

The provisions of this Section 17 shall survive the expiration or termination of this Lease

18. Assignment.

(a) Subject to Section 18(d) below, Tenant shall not voluntarily or by operation of law assign, sell or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (each, a "**Transfer**"), without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any request for a Transfer shall be accompanied by such reasonable data relating to the identity and financial condition of the proposed transferee and the material terms of the transfer as may be reasonably requested by Landlord to make its decision. Subject to Section 18(d) below, any Transfer without the prior written consent of Landlord is void and at the sole discretion and option of Landlord shall terminate this Lease if Tenant does not cure same within thirty (30) days after Tenant's receipt of written notice from

Landlord, effective upon thirty (30) days prior written notice to Tenant from Landlord. Tenant shall not sublet the Premises or any portion thereof under any circumstances.

- (b) Reasonable grounds for denying consent include, but are not limited to, any of the following:
 - (1) Assignee's character, reputation, credit history is not consistent with the character or quality of the Premises;
 - (2) Assignee's financial condition is or may be inadequate to support the Lease obligations;
 - (3) Assignee does not intend to occupy the Premises and conduct business thereon for the entire term of the Transfer;
 - (4) The intended business is not allowable under the Lease, the zoning or other applicable regulations;
 - (5) Tenant's failure to provide necessary information or documentation to assist Landlord in making its determination; and
 - (6) The intended business would require material alteration of the Premises.

Within sixty (60) days after reviewing Tenant's request to Transfer and all reasonably required information, Landlord shall approve or disapprove the proposed Transfer. If Landlord disapproves the Transfer, it shall provide an explanation of its reason(s).

- (c) If Landlord consents to any Transfer, the following conditions shall apply:
 - (1) Landlord does not agree to waive or modify the terms and conditions of this Lease;
 - (2) Landlord does not consent to any further Transfer.
 - (3) Tenant remains liable under this Lease, and any guarantor of the Lease remains liable under the guaranty;
 - (4) The Transfer must occur within six (6) months after Landlord's consent;
 - (5) The Transfer is on substantially the same terms of Transfer as previously provided to Landlord;
 - (6) Tenant must deliver to Landlord, promptly after execution, an original, executed copy of all non-proprietary and non-confidential documentation pertaining to the Transfer in a form reasonably acceptable to Landlord (including the transferee's agreement to be subject and subordinate to the Lease and to assume Tenant's obligations under the Lease);
 - (7) Tenant shall deliver to Landlord an original executed copy of the following agreement:

"Transferee hereby acknowledges and understands that the Premises are owned by the City of Napa and leased to Tenant. Upon termination of the Lease between Tenant and transferee, or upon termination of the Lease between Landlord and Tenant, transferee agrees to voluntarily vacate the Premises and to make no claim for relocation costs of any nature or for loss of goodwill."

In the event the transferee is eligible, makes a claim for, or is successful in becoming eligible for relocation assistance and benefits and/or compensation for loss of goodwill pursuant to Government Code §§7260, et seq. and Code of Civil Procedure §1263.510, Tenant agrees to defend, settle, indemnify, and save harmless Landlord and Landlord's Agents from all such claims and/or compensation for relocation assistance and benefits and/or loss of goodwill and/or any other claim, including costs of defense and attorney's fees. In the event Landlord terminates the Lease by exercising its power of eminent domain, this section shall not apply.

(8) Each Transfer to which Landlord has consented shall be evidenced by an instrument in writing in form reasonably satisfactory to Landlord and shall be executed by both Tenant and the transferee. Each such Transfer shall recite that it is and shall be subject and subordinate to the provisions of this Lease including specifically the conditions of this subsection, that the transferee accepts such Transfer and agrees to perform all of the obligations of Tenant hereunder (to the extent such obligations relate to the portion of the Premises transferred), and that the termination of this Lease shall, at Landlord's sole election, constitute a termination of such Transfer.

(d) Notwithstanding the foregoing Sections 18(a), 18(b) and 18(c), so long as Tenant is not in default under this Lease beyond any applicable notice and cure period, Tenant shall have the right to Transfer this Lease without Landlord's consent, to (i) any entity which directly controls, or is controlled by Tenant, (ii) any entity resulting from merger or consolidation with Tenant, or to any partnership in which Tenant, the general partner of Tenant, or any entity which controls, is controlled by, or is under common control with the general partner of Tenant, is a general partner, or (iii) any person or entity which acquires all or substantially all of Tenant's assets, provided that (1) such Transferee assumes in full all of Tenant's obligations under the Lease as of the effective date of such Transfer, and (2) such Transferee does not operate as a tower company, tower management company, lease aggregator, or any similar type of entity. In the event of such Transfer as described in this paragraph, Tenant shall not be released of its obligations by reason of such Transfer. Tenant shall require transferee to execute the following agreement:

"Transferee hereby acknowledges and understands that the Premises are owned by the City of Napa and leased to Tenant. Upon termination of the agreement between Tenant and transferee, or upon termination of the Lease between the Landlord and Tenant, transferee agrees to voluntarily vacate the Premises and to make no claim for relocation costs of any nature or for loss of goodwill."

In the event transferee is eligible, makes a claim for, or is successful in becoming eligible for relocation assistance and benefits and/or compensation for loss of goodwill pursuant to Government Code §§7260, et seq. and Code of Civil Procedure §1263.510, Tenant agrees to defend, settle, indemnify, and save harmless Landlord and Landlord's Agents from all such claims and/or compensation for relocation assistance and benefits and/or loss of goodwill and/or any other claim, including costs of defense and attorney's fees. In the event Landlord terminates this Lease by exercising its power of eminent domain, this section shall not apply.

(e) Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise Transfer without Landlord's consent (provided that the transferee does not operate as a tower company, tower management company, or lease aggregator) its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant: (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect or guaranties thereof.

19. Warranty of Title and Quiet Enjoyment. Landlord represents to Tenant that:

(a) Landlord has fee title to the Premises free and clear of any encumbrances, liens or mortgages, except those encumbrances, liens, mortgages and other matters of record;

(b) Landlord has legal ingress and egress rights from a public right-of-way to the Property;

(c) Execution and performance of this Lease will not violate any Laws or agreements binding on Landlord; and

(d) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the Premises.

20. Hazardous Materials.

(a) Tenant shall not use, generate, store or dispose of any Hazardous Materials on or about the Premises or Property in violation of any applicable Laws. Tenant shall be responsible for any hazardous release to the extent any release results directly or indirectly from Tenant's activities. Notwithstanding the foregoing, Tenant shall be responsible for abating any Hazardous Materials that are exacerbated and/or released by Tenant. Landlord will not, and will not knowingly permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Premises or the Property in violation of any applicable Laws. Landlord and Tenant each shall indemnify, defend and hold harmless the other with respect to any liability, damage, loss, judgment, cost, expense, claim, alleged claim or cause of action (including reasonable attorney's fees, costs, and expenses of defending against such claims) of any nature arising from any breach of this Section 20(a). "Hazardous Materials" shall mean any chemical, substance, waste or material which has been or is hereafter determined by any federal, state or local governmental authority to be capable of posing risk of injury to health or safety, including without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under applicable laws, and includes without limitation petroleum, asbestos, polychlorinated biphenyls, flammable explosives, radioactive materials and radon gas. Landlord, to the best of its knowledge, is not aware of any Hazardous Materials present on the Property in violation of any Laws. In the event during the Term it is determined that the Premises or the Property is contaminated by Hazardous Materials, Tenant shall have the right to terminate this Lease upon thirty (30) days' written notice to Landlord, but shall not have the right to sue Landlord for damages.

(b) The duties described in this Section 20 shall survive the termination of this Lease.

21. Default.

(a) Should Tenant (1) fail to pay or cause to be paid any rental payments, tax, assessments, insurance premiums, lien claim, charges or demands herein provided to be paid or caused to be paid by Tenant at the times and in the manner herein provided and Tenant has failed to make such payments within twenty (20) business days after Tenant has received written notice from Landlord of such failure; or (2) make any general assignment for the benefit of creditors, file or have filed against Tenant a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy which is not set aside or vacated within ninety (90) days, or have substantially all of its assets located at the Premises or Tenant's interest in this Lease attached, executed upon or otherwise judicially seized and such seizure is not discharged within ninety (90) days following Tenant's receipt of written notice of such seizure; or (3) fail to perform or breach any other covenant, condition, restriction, or agreement of this Lease herein provided to be performed or kept by Tenant for thirty (30) days after Tenant receives written notice from Landlord of same, then Tenant shall be in default under this Lease, provided that if such non-monetary failure or breach cannot reasonably be cured within such thirty (30) day period, Tenant shall not be in default if Tenant commences to cure the default within the thirty (30) day period and works diligently towards curing the default after receipt of notice of such default.

(b) In the event of any such default by Tenant, in addition to any other remedies now or later available to Landlord at law or equity, Landlord may:

(1) Perform such obligations and any costs associated with performance shall immediately become due and payable by Tenant.

(2) Terminate this Lease and retake possession of the Premises. Upon termination, in addition to any other remedies Landlord may have, Landlord may immediately recover from Tenant all damages Landlord may incur by reason of such default, including the reasonable cost of recovering the Premises; and (a) the worth at the time of the award of all unpaid Rent which had been earned to the time of termination; (b) the worth at time of the amount by which all unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; or (c) the worth at time of the amount by which all unpaid Rent for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided.

The "worth at time of award" of the amounts referred to in subsections 21(b)(2)(a) and (b) above shall be computed by allowing interest at the maximum annual interest rate allowed by law for business loans (not primarily for personal, family, or household purposes) not exempt from the usury law at the time of termination or.,

The "worth at time of award" of the amount referred to in subsection 21(b)(2)(c) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

For the purpose of determining unpaid rent under subsections 21(b)(2)(a), (b) and (c) above, the monthly Rent reserved in this Lease shall be deemed to be the last installment of Rent payable under Section 3 hereof.

22. Holding Over. Tenant shall not, without Landlord's consent, hold possession of the Premises or any portion hereof after the date upon which the Premises are to be surrendered. In the event Landlord does consent to Tenant holding such possession, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease, except that the rent due and payable shall be equal to 150% of the monthly Rent in effect at the time of expiration of this Lease. Landlord also agrees to such consent to Tenant holding such possession only provided that Tenant and Landlord are negotiating an extension or new lease in good faith. Landlord's acceptance of rent shall not result in a renewal or extension of this Lease.

23. Relocation. Tenant hereby acknowledges and understands that the Premises are owned by the City of Napa and leased to Tenant. Upon termination of this Lease, Tenant agrees to voluntarily vacate the Premises and to make no claim for relocation costs of any nature or for loss of good will or for any other claim whatsoever, and to defend, settle, indemnify, and save harmless Landlord and Landlord's Agents from all such claims and/or compensation for relocation assistance and benefits and/or loss of goodwill and/or any other claim, including costs of defense and attorney's fees relating to the Premises by any person including Tenant. In the event Landlord terminates this Lease by exercising its power of eminent domain, this section shall not apply.

24. Miscellaneous.

(a) Landlord and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

(b) This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

(c) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Laws.

(d) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Time is of the essence of this Lease.

(f) Landlord acknowledges that Tenant may record a Memorandum of Lease in the form annexed hereto as **Exhibit C** in the Official Records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees to use best efforts to obtain and furnish to Tenant a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Tenant may obtain title insurance on its interest in the Premises. Landlord shall cooperate in executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

(i) All riders and Exhibits annexed hereto form material parts of this Lease.

(j) All provisions of this Lease, whether covenants or conditions on the part of Tenant or Landlord, shall be deemed to be both covenants and conditions.

(k) This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

(l) Notwithstanding anything else contained in this Lease, Landlord retains its full, separate discretionary authority as a government agency to approve, condition and/or deny permits affecting Tenant and to adopt and enforce the terms of such permits as well as any laws or regulations under its jurisdiction.

(m) In the event that it becomes necessary for Landlord's employees to perform extended work activities in the direct vicinity of the Tenant Facilities, and if required by applicable FCC, Cal-OSHA or other applicable rules or regulations, Tenant agrees to reduce, or temporarily eliminate the level of electromagnetic frequency or emissions (as may be required by such applicable Laws) during the duration of Landlord's work.

(n) Failure of Landlord or Tenant to insist on strict performance of any provision hereof, or to exercise their respective rights, shall not waive such rights but Landlord and Tenant shall have rights to enforce the same at any time. No waiver of a breach or default shall be deemed a waiver of any other breach or default whether of the same or different provision.

25. Notices. All notices, requests, payments of rent, demands and other communications hereunder shall be in an electronic writing and shall be deemed given (excepting Tenant access requests to Landlord which will not be deemed given and be governed by the terms and conditions of Section 12 (Access) above) if sent by electronic mail to the following addresses:

Landlord:

APWATER@cityofnapa.org
Phone: (707) 253-0822 X7132

With a copy to:

ekebbas@cityofnapa.org

Tenant:

TowerNotices@list.att.com
Re: Cell Site No.: CCL00829
Cell Site Name: Hwy. 12 & Hwy. 29 (CA)
Fixed Asset No.: 10087981

Electronic mail shall be deemed given within one (1) day of being sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received.

26. Attorneys Fees, Applicable Law and Form. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Lease or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding, whether or not such action or proceeding is processed to judgment. This Lease shall be construed and interpreted according to California law, and any action to enforce the terms of this Lease or for breach thereof shall be brought and tried in the County of Napa, or the federal district court with jurisdiction over the County of Napa.

27. Interpretation. Notwithstanding the fact that one or more provisions of this Lease may have been drafted by one of the parties to this Lease, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

28. Condition of the Premises. By taking possession of the Premises, Tenant accepts the Premises "as is" in the condition existing on the Effective Date. Except as otherwise expressly provided in Sections 6(c) and 19, Landlord makes no warranty or representation, either expressed or implied, regarding the condition of the Premises or its suitability for Tenant's proposed use, and Landlord shall not be liable for any latent or patent defect in the Premises.

29. Amendment/Restatement of Existing Lease. As of the Effective Date, the Existing Lease is deemed amended and restated in its entirety by this Lease and without the necessity of a further writing exchanged between Landlord and Tenant

30. Consent. Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld, conditioned or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

31. Site Specific. The terms and conditions in this Lease are intended for the site specific circumstances at the Property including the expiration of the Existing Lease and Tenant's occupancy of the leased premises under the Existing Lease with Landlord's consent on a month-to-month basis.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ATTACHMENT 1

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF NAPA, a California charter city

By: _____
Phil Brun, Utilities Director

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: _____
Michael Gulbord, Director Construction & Engineering

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Joy Riesenberg, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land is described and/or depicted as follows (metes and bounds):

All that real property situated in the City of Napa, County of Napa, State of California, described as follows:

Being a portion of Parcel One as described in the deed to Earl Stewart. et.ux. recorded April 16, 1945 in Book 223 of Official Records at Page 386. Napa County Records and being more particularly described as follows:

Beginning at the Southwestern corner of Parcel B as shown on the map entitled, "Record of Survey Map of a Portion of the Lands of Chas. E. Stewart", filed May 6, 1963. In Book 10 of Surveys at Page 59, in the office of the County Recorder of Napa County; thence N 68 degrees 15' E along the Southeastern line of said Parcel 8 10.05 feet: thence S 16 degrees 03' 35" E 145.01 feet. said point being on the Northeastern line of said Parcel One: thence S 16 degrees 03' 35" E 72.56 feet: thence N 73 degrees 56' 25" E 49.97 feet: thence S 41 degrees 40' 20" E 417.41 feet to the point of commencement: thence from said point of commencement S 73 degrees 56' 25" W 34.00 feet: thence S 16 degrees 03' 35" E 200.00 feet: thence N 73 degrees 56' 25" E 170.00 feet: thence N 16 degrees 03' 35" W 200.00 feet: thence S 73 degrees 56' 25" W 136.00 feet to the point of commencement.

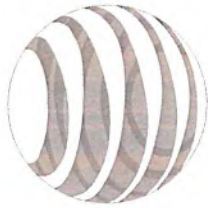
APN: 043-190-014

EXHIBIT B

Page 1 of 13

DESCRIPTION OF PREMISES

[(1) Eleven-page 100% Construction Drawings (Plan Check) dated April 14, 2022, prepared by Streamline Engineering and Design Inc., and (2) One-page depiction of Tenant's utility routes, appear on following twelve (12) pages]



at&t
 HWY 12 - HWY 29
 1542 FOSTER ROAD
 NAPA, CA 94558

CNU0829 / CCL00829

INITIATIVE: LTE 3C WCS, LTE 4C
 AWS, 1900 BWE
 PACE ID#: MRSFR037341,
 MRSFR037321, MRSFR037811
 PA#: 3701A0AHTD, 3701A0AJ2Q,
 3701A0AZYH
 LTE# CCL00829
 UMTS#: CNU0829
 FA LOCATION#: 10087981
 USID#: 13023
 RFDS ID#: 1734877
 RFDS VER#: 1.00_05/17/2017

HWY 12
 HWY 29
 CNU0829 / CCL00829
 NAPA, CA 94558

ISSUE STATUS	
DATE	DESCRIPTION
10/26/16	CD 100% I.M.
10/15/16	CDR REVIEW I.M.
09/29/16	CDR UPRATE I.D.G.
09/29/16	CDR CHECK I.D.G.
10/27/16	CDR CHECK I.S.
10/27/16	PLAN CHECK I.S.

DRAWN BY: J. SMITH
 CHECKED BY: N. PAVICHORISIN
 APPROVED BY: K. SORRENSEN
 DATE: 04/14/22

Streamline Engineering
 4445 Shattuck College Blvd., Suite E, Concord, CA 94524
 Contact: Kevin Greenman; Phone: 916-660-1900
 Email: kgreen@streamlineeng.com; Fax: 916-660-1841



5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583

SHEET TITLE:	TITLE SHEET
SHEET NUMBER:	T-1

APPROVAL	
SHEET	REV
T-1	RF
T-2	LEASING
T-3	ZONING
T-4	CONSTRUCTION
A-1	AT&T
A-2	ERICSSON
A-3	
A-4	
A-5	
A-6	
S-1	

SHEET INDEX	
SHEET	DESCRIPTION
T-1	TITLE SHEET
T-2	TANK COATING & PAINTING SPECIFICATIONS
T-3	TANK COATING & PAINTING SPECIFICATIONS
T-4	TANK COATING & PAINTING SPECIFICATIONS
A-1	OVERALL SITE PLAN
A-2	SITE PLAN
A-3	EQUIPMENT PLANS
A-4	ANTENNA PLANS
A-5	ELEVATION
A-6	DETAILS
S-1	STRUCTURAL NOTES & DETAILS
MODIFICATION DRAWINGS (BY OTHERS)	
T-01	TITLE SHEET
M-01	MODIFICATION INSPECTION CHECKLIST
N-01	PROJECT NOTES
S-01	SITE PLAN & MODIFICATION SCHEDULE
S-02	MODIFICATION DETAILS & SECTIONS
SI-01	SPECIAL INSPECTIONS CHECKLIST

CODE COMPLIANCE

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

- 2019 CALIFORNIA ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
- 2019 CALIFORNIA BUILDING CODE (CBC), PART 2, VOLUME 1&2, TITLE 24 C.C.R.
- (2019 INTERNATIONAL BUILDING CODE AND 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
- (2019 NATIONAL ELECTRICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 C.C.R.
- (2019 INTERNATIONAL MECHANICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
- (2019 INTERNATIONAL PLUMBING CODE AND 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA FIRE CODE (FC), PART 6, TITLE 24 C.C.R.
- (2019 INTERNATIONAL FIRE CODE AND 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, PART 11, TITLE 24 C.C.R.
- (2019 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
- ANSI/AIA-10-222-H

ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

DISABLED ACCESS REQUIREMENTS

THIS FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION. DISABLED ACCESS & REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA STATE BUILDING CODE, TITLE 24 PART 2, SECTION 110-203.5

VICINITY MAP



DRIVING DIRECTIONS

FROM: 5001 EXECUTIVE PARKWAY, SAN RAMON, CA 94583
 TO: 1542 FOSTER ROAD, NAPA, CA 94558

- DEPART EXECUTIVE PARKWAY TOWARD CAMINO RAMON.
- TURN RIGHT ONTO CAMINO RAMON.
- TURN RIGHT ONTO HIGHWAY 12.
- TAKE RAMP RIGHT FOR I-680 NORTH TOWARD SACRAMENTO.
- TAKE RAMP LEFT FOR I-680 WEST TOWARD SAN FRANCISCO / NAPA.
- AT EXIT 39B, TAKE RAMP RIGHT FOR CA-12 TOWARD NAPA / SONOMA.
- KEEP STRAIGHT ONTO CA-12 W.
- TURN RIGHT ONTO CA-29 N / CA-12 W.
- TURN LEFT ONTO CA-12 / CA-121.
- TURN RIGHT ONTO STANLEY LN.
- TURN RIGHT ONTO FOSTER RD.
- TURN LEFT ONTO FOSTER RD.

END AT: 1542 FOSTER ROAD, NAPA, CA 94558
 ESTIMATED TIME: 57 MINUTES ESTIMATED DISTANCE: 49.4 MILES

PROJECT DESCRIPTION

A MODIFICATION TO AN (E) UNMANNED AIRTEL TELECOMMUNICATION FACILITY CONSISTING OF:

- REMOVING & REPLACING (6) (E) AIRTEL ANTENNAS W/ (6) (N) AIRTEL ANTENNAS
- REMOVING & REPLACING (2) (E) RR05-12 UNITS W/ (2) (N) RR05-32 830 UNITS @ ANTONIUS
- INSTALLING (2) (N) RR05-4426 865 UNITS @ ANTONIUS
- INSTALLING (2) (N) RR05-4425 865 UNITS @ ANTONIUS
- REMOVING & REPLACING (2) (E) 1200 UNITS W/ (2) (N) 1200 UNITS @ ANTONIUS
- REMOVING & REPLACING (2) (E) 1200 UNITS W/ (2) (N) 1200 UNITS @ ANTONIUS
- INSTALLING (6) XAU UNIT WITH (N) 5600 V2 C-4555 INSIDE (E) BY BACK
- REMOVING & REPLACING (E) FIBER & DC POWER W/ (1) (N) FIBER TRUNK & (2) (N) POWER TRUNKS PER SECTION

PROJECT INFORMATION

NAME: HWY 12 - HWY 29
 COUNTY: NAPA
 APN: 043-190-014
 SITE ADDRESS: 1542 FOSTER ROAD, NAPA, CA 94558
 CURRENT ZONING: V-B
 CONSTRUCTION TYPE: U. (UNMANNED COMMUNICATIONS FACILITY)
 OCCUPANCY TYPE: U. (UNMANNED COMMUNICATIONS FACILITY)
 PROPERTY OWNER: P.O. BOX 660, NAPA, CA 94558
 APPLICANT: AT&T
 CITY OF NAPA: SAN RAMON, CA 94583
 CITY OF NAPA: SAN RAMON, CA 94583
 SITE ACQUISITION CONTACT: ATTN: SAM DEL CASTILLO, SAMUEL.DELCASTILLO@ERICSSON.COM, (925) 339-2414
 LEASING CONTACT: ATTN: BRIGITTE POEBER, BRIGITTE@STREAMLINEENGINEERING.COM, (916) 660-1930
 ZONING CONTACT: ATTN: BRIGITTE POEBER, BRIGITTE@STREAMLINEENGINEERING.COM, (916) 660-1930
 CONSTRUCTION CONTACT: ATTN: NEEL MOULIC, NEEL.MOULIC@ERICSSON.COM, (925) 234-6531
 LATITUDE: N 38° 15' 46.0166" NAD 83
 LONGITUDE: W 122° 16' 14.3216" NAD 83
 AMSL: ±167

ATTACHMENT 1

5001 EXECUTIVE PARKWAY
 SAN RAMON, CA 94583



SHEET TITLE:	TITLE SHEET
SHEET NUMBER:	T-1

HWY 12
-
HWY 29
CNU0829 / CCL00829
-
NANA CV4518

ISSUE STATUS	
Δ	DESCRIPTION
10/25/19	CD 100% BY
10/25/19	LD 100% BY
10/25/19	LDK 100% BY
10/25/19	LDK UPDATE 100% BY
10/27/21	CDL 100% BY
10/27/21	PLAN CHECK 100% BY

DRAWN BY: J. SMITH
CHECKED BY: N. PAKHOSIDIS
APPROVED BY: K. SKENNER
DATE: 04/14/22

Streamline Engineering and Design Inc.
6445 Santa Catalina Blvd, Suite E, Orange, CA 92668
Contract: Kohn Steelwork, Proj. # 19-00-1941
E-Mail: info@streamlineeng.com Fax: 949-460-1941
www.streamlineeng.com



5001 EXECUTIVE PARKWAY
SAN PABLO, CA 94806

ATTACHMENT 1
SHEET TITLE: TANK COATINGS & PAINTING SPECIFICATIONS
SHEET NUMBER: T-2

used in the work from removal, shall be borne by the CONTRACTOR. Repairs of the work removed shall be to the satisfaction of the CONTRACTOR. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

F. EROSION PREVENTION AND RESTORATION
1. All erosion prevention and sedimentation control measures shall be installed 100% by the ENGINEER. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

G. PAINTING
1. The CONTRACTOR shall submit manufacturer's literature and Material Safety Data Sheets (MSDS) on all materials to be used in coating and painting operations. The CONTRACTOR shall submit manufacturer's literature and Material Safety Data Sheets (MSDS) on all materials to be used in coating and painting operations. The CONTRACTOR shall submit manufacturer's literature and Material Safety Data Sheets (MSDS) on all materials to be used in coating and painting operations.

H. QUALITY ASSURANCE
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

I. SAFETY AND HEALTH REQUIREMENTS
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

J. TANK COATINGS AND PAINTING
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

K. INSPECTION
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

L. GENERAL
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

M. COATING OF WORK
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

N. REQUIREMENTS AND STANDARDS
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

O. CONTRACTOR
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

P. QUALITY ASSURANCE
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

Q. SAFETY AND HEALTH REQUIREMENTS
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

R. TANK COATINGS AND PAINTING
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

S. GENERAL
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

T. COATING OF WORK
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

U. REQUIREMENTS AND STANDARDS
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

V. CONTRACTOR
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

W. QUALITY ASSURANCE
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

X. SAFETY AND HEALTH REQUIREMENTS
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

Y. TANK COATINGS AND PAINTING
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

Z. GENERAL
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

AA. COATING OF WORK
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

AB. REQUIREMENTS AND STANDARDS
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

AC. CONTRACTOR
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

AD. QUALITY ASSURANCE
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

AE. SAFETY AND HEALTH REQUIREMENTS
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

AF. TANK COATINGS AND PAINTING
1. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal. The CONTRACTOR shall provide a schedule of work to be performed in the work from removal.

Approved Issues shall receive a proposed protection system noted to that given the same type surface finish to those specifications.

END OF SECTION

Streamline Engineering & Associates Engineering Inc.
November 2020

SECTION 03000 - 13

HWY 12
-
HWY 29

CNU0829 / CCL00829
-
NAPA CANTON

ISSUE STATUS

Δ	DATE	DESCRIPTION	BY
	10/25/16	CD LOCK	LM
	10/25/16	FOR REVIEW	LM
	10/27/16	FOR UPDATE	DG
	10/27/16	FOR CHECK	LM
	10/27/16	CLIENT SET	LM
	10/17/17	PLAN CHECK	LS

DRAWN BY: J. SMITH

CHECKED BY: N. PAPAORSTO

APPROVED BY: K. SORRENSEN

DATE: 04/14/22



Streamline Engineering
and Design Inc.
6455 Sierra College Blvd, Suite E Grimes Bay, CA 95746
Contact Kevin Deanean Phone: 916-660-1900
E-Mail: kdeanean@streamlineeng.com Fax: 916-660-1941




5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583

ATTACHMENT 1
SHEET TITLE: TANK COATING & PAINT
SPECIFICATIONS
SHEET NUMBER: T-4

HWY 12
HWY 29

CNU0829 / CCL00829
NAPA CALIFORNIA

ISSUE	STATUS	DATE	DESCRIPTION	BY
1	ISSUED	10/25/18	CD 100%	LM
2	ISSUED	10/25/18	LOG. REVIEW	LM
3	ISSUED	10/27/18	CD 100% UPDATE	LM
4	ISSUED	10/27/18	CD 100%	LM
5	ISSUED	10/27/18	CD 100%	LM
6	ISSUED	10/27/18	CD 100%	LM
7	ISSUED	10/27/18	CD 100%	LM
8	ISSUED	10/27/18	CD 100%	LM
9	ISSUED	10/27/18	CD 100%	LM
10	ISSUED	10/27/18	CD 100%	LM
11	ISSUED	10/27/18	CD 100%	LM
12	ISSUED	10/27/18	CD 100%	LM
13	ISSUED	10/27/18	CD 100%	LM
14	ISSUED	10/27/18	CD 100%	LM
15	ISSUED	10/27/18	CD 100%	LM
16	ISSUED	10/27/18	CD 100%	LM
17	ISSUED	10/27/18	CD 100%	LM
18	ISSUED	10/27/18	CD 100%	LM
19	ISSUED	10/27/18	CD 100%	LM
20	ISSUED	10/27/18	CD 100%	LM
21	ISSUED	10/27/18	CD 100%	LM
22	ISSUED	10/27/18	CD 100%	LM
23	ISSUED	10/27/18	CD 100%	LM
24	ISSUED	10/27/18	CD 100%	LM
25	ISSUED	10/27/18	CD 100%	LM
26	ISSUED	10/27/18	CD 100%	LM
27	ISSUED	10/27/18	CD 100%	LM
28	ISSUED	10/27/18	CD 100%	LM
29	ISSUED	10/27/18	CD 100%	LM
30	ISSUED	10/27/18	CD 100%	LM
31	ISSUED	10/27/18	CD 100%	LM
32	ISSUED	10/27/18	CD 100%	LM
33	ISSUED	10/27/18	CD 100%	LM
34	ISSUED	10/27/18	CD 100%	LM
35	ISSUED	10/27/18	CD 100%	LM
36	ISSUED	10/27/18	CD 100%	LM
37	ISSUED	10/27/18	CD 100%	LM
38	ISSUED	10/27/18	CD 100%	LM
39	ISSUED	10/27/18	CD 100%	LM
40	ISSUED	10/27/18	CD 100%	LM
41	ISSUED	10/27/18	CD 100%	LM
42	ISSUED	10/27/18	CD 100%	LM
43	ISSUED	10/27/18	CD 100%	LM
44	ISSUED	10/27/18	CD 100%	LM
45	ISSUED	10/27/18	CD 100%	LM
46	ISSUED	10/27/18	CD 100%	LM
47	ISSUED	10/27/18	CD 100%	LM
48	ISSUED	10/27/18	CD 100%	LM
49	ISSUED	10/27/18	CD 100%	LM
50	ISSUED	10/27/18	CD 100%	LM
51	ISSUED	10/27/18	CD 100%	LM
52	ISSUED	10/27/18	CD 100%	LM
53	ISSUED	10/27/18	CD 100%	LM
54	ISSUED	10/27/18	CD 100%	LM
55	ISSUED	10/27/18	CD 100%	LM
56	ISSUED	10/27/18	CD 100%	LM
57	ISSUED	10/27/18	CD 100%	LM
58	ISSUED	10/27/18	CD 100%	LM
59	ISSUED	10/27/18	CD 100%	LM
60	ISSUED	10/27/18	CD 100%	LM
61	ISSUED	10/27/18	CD 100%	LM
62	ISSUED	10/27/18	CD 100%	LM
63	ISSUED	10/27/18	CD 100%	LM
64	ISSUED	10/27/18	CD 100%	LM
65	ISSUED	10/27/18	CD 100%	LM
66	ISSUED	10/27/18	CD 100%	LM
67	ISSUED	10/27/18	CD 100%	LM
68	ISSUED	10/27/18	CD 100%	LM
69	ISSUED	10/27/18	CD 100%	LM
70	ISSUED	10/27/18	CD 100%	LM
71	ISSUED	10/27/18	CD 100%	LM
72	ISSUED	10/27/18	CD 100%	LM
73	ISSUED	10/27/18	CD 100%	LM
74	ISSUED	10/27/18	CD 100%	LM
75	ISSUED	10/27/18	CD 100%	LM
76	ISSUED	10/27/18	CD 100%	LM
77	ISSUED	10/27/18	CD 100%	LM
78	ISSUED	10/27/18	CD 100%	LM
79	ISSUED	10/27/18	CD 100%	LM
80	ISSUED	10/27/18	CD 100%	LM
81	ISSUED	10/27/18	CD 100%	LM
82	ISSUED	10/27/18	CD 100%	LM
83	ISSUED	10/27/18	CD 100%	LM
84	ISSUED	10/27/18	CD 100%	LM
85	ISSUED	10/27/18	CD 100%	LM
86	ISSUED	10/27/18	CD 100%	LM
87	ISSUED	10/27/18	CD 100%	LM
88	ISSUED	10/27/18	CD 100%	LM
89	ISSUED	10/27/18	CD 100%	LM
90	ISSUED	10/27/18	CD 100%	LM
91	ISSUED	10/27/18	CD 100%	LM
92	ISSUED	10/27/18	CD 100%	LM
93	ISSUED	10/27/18	CD 100%	LM
94	ISSUED	10/27/18	CD 100%	LM
95	ISSUED	10/27/18	CD 100%	LM
96	ISSUED	10/27/18	CD 100%	LM
97	ISSUED	10/27/18	CD 100%	LM
98	ISSUED	10/27/18	CD 100%	LM
99	ISSUED	10/27/18	CD 100%	LM
100	ISSUED	10/27/18	CD 100%	LM

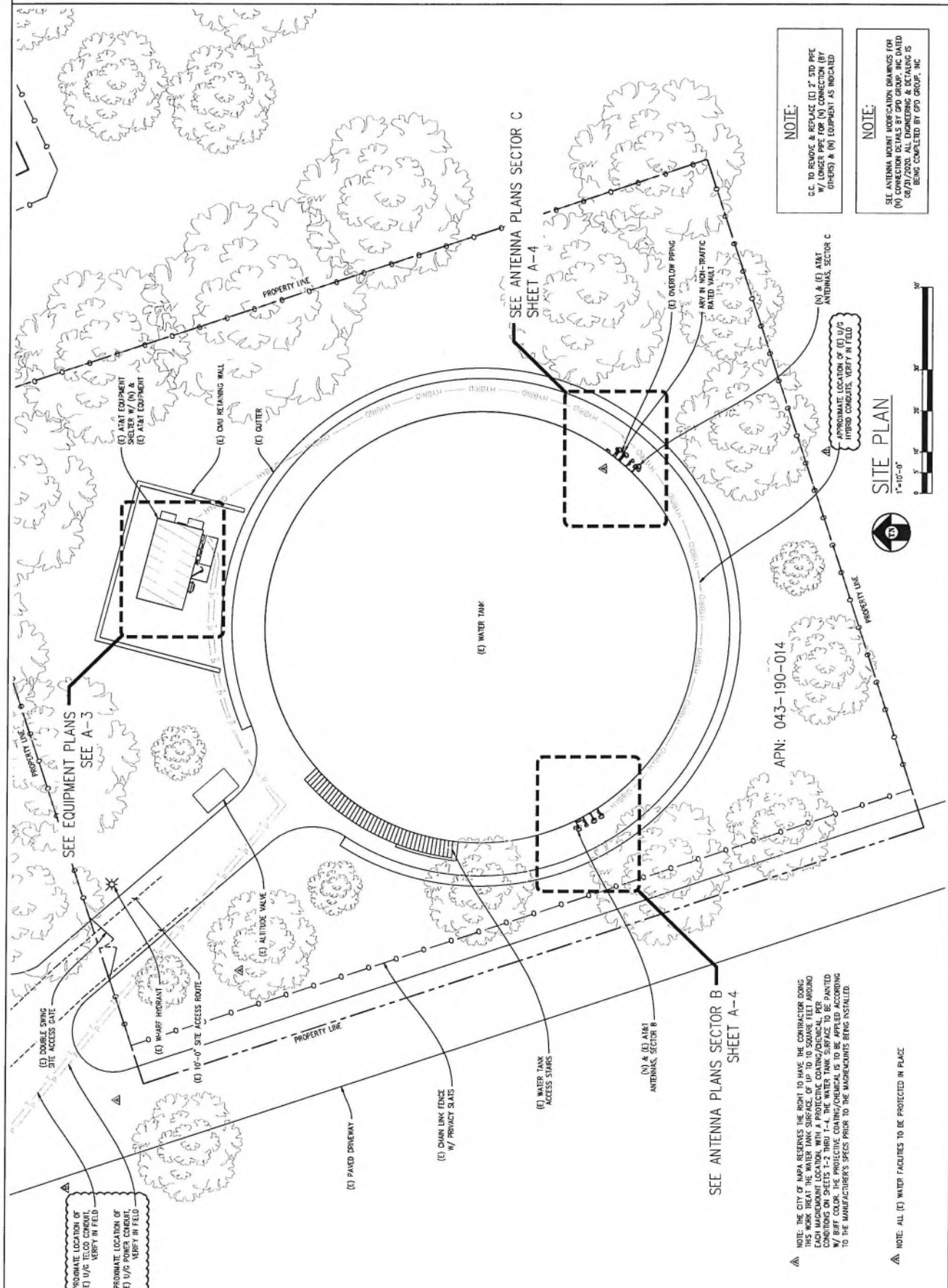
Streamline Engineering
5445 Santa Clara Blvd, Suite E, Granada Bay, CA 95748
Contact: Kevin Stearns, Project Manager, 916-660-1830
Email: kevin@streamlineeng.com, Fax: 916-660-1841

at&t
5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583



at&t

SHEET TITLE:	SITE PLAN
SHEET NUMBER:	A-2



NOTE:
C.C. TO BRIDGE & REPLACE (E) 12" CPD PIPE W/ LONGER PIPE FOR (N) CONNECTION (BY OTHERS) & (N) EQUIPMENT AS INDICATED

NOTE:
SEE ANTENNA MOUNT MODIFICATION DRAWINGS FOR CONNECTION DETAILS BY GPO GROUP, INC DATED 08/31/2020. ALL DIMENSIONING & DETAILING IS BEING COMPLETED BY GPO GROUP, INC

APN: 043-190-014

NOTE: THE CITY OF NAPA RESERVES THE RIGHT TO HAVE THE CONTRACTOR BRUSH EACH MOUNTING LOCATION WITH A PROTECTIVE COATING/CHEMICAL, PER CONDITIONS ON SHEETS T-2 THRU T-4. THE WATER TANK SURFACE TO BE PAINTED W/ BUFF COLOR. THE PROTECTIVE COATING/CHEMICAL IS TO BE APPLIED ACCORDING TO THE MANUFACTURER'S SPEC PAPER TO THE MOUNTINGS BEING INSTALLED.

NOTE: ALL (E) WATER FACILITIES TO BE PROTECTED IN PLACE

HWY 12
-
HWY 29

CNU0829/CCL00829
-
NAPA COUNTY

ISSUE STATUS	
Δ	DATE DESCRIPTION BY
10/25/16	CD LOCK LM
10/25/16	FOR REVIEW LM
10/27/20	DATE UPDATE D.G.
10/27/20	CLIENT REV LM
10/27/20	PLAN CHECK U.S.
10/27/20	DATE CHECK U.S.
DRAWN BY: J. SMITH	
CHECKED BY: N. PAPAHERISTO	
APPROVED BY: K. SORRENSEN	
DATE: 04/14/22	

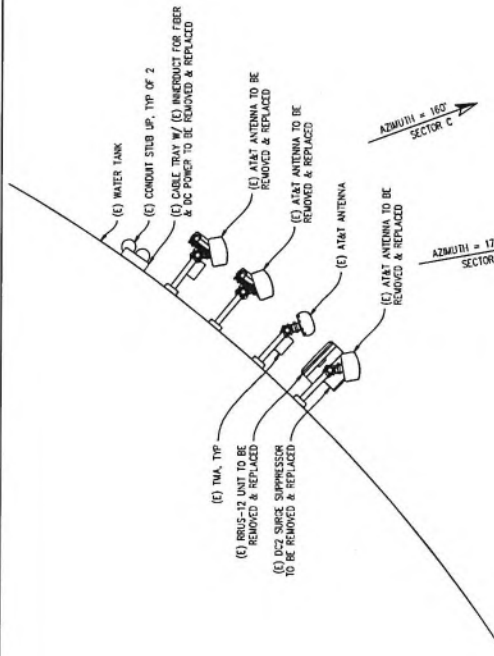
Streamline Engineering
and Design Inc.
5445 Shiner College Blvd, Suite E, Granger Bay, CA 95748
E-Mail: info@streamlineeng.com Fax: 916-660-1941
www.streamlineeng.com

REGISTERED PROFESSIONAL ENGINEER
CIVIL ENGINEER
No. 10000
State of California

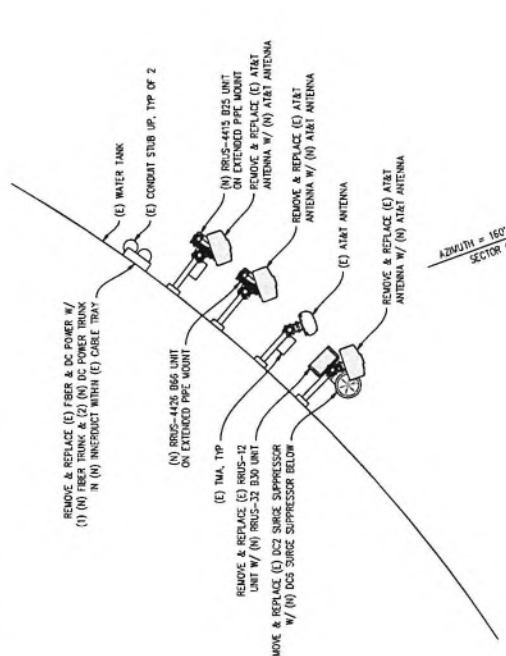
at&t

5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583

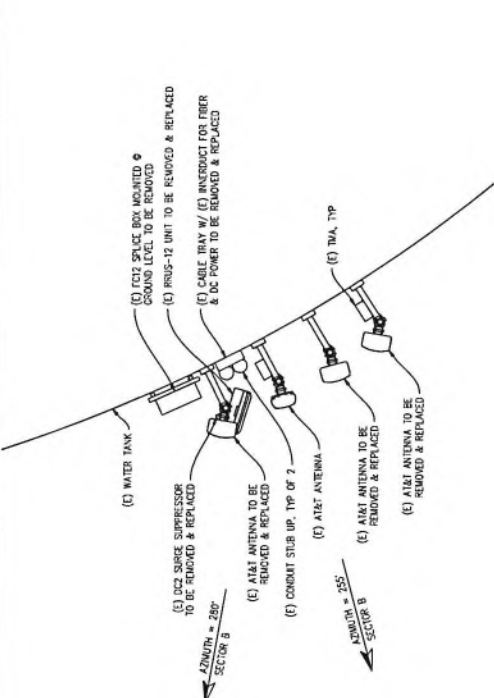
SHEET TITLE: ANTENNA PLANS
SHEET NUMBER: A-4



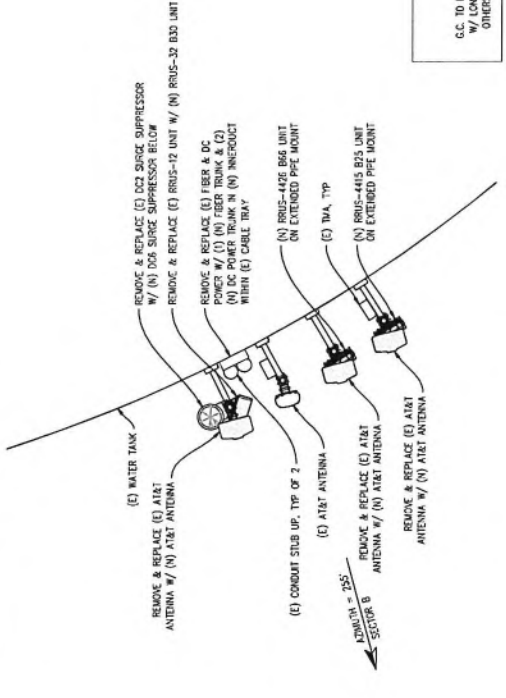
(E) ANTENNA PLAN SECTOR C
3/8"=1'-0"



(N) ANTENNA PLAN SECTOR C
3/8"=1'-0"



(E) ANTENNA PLAN SECTOR B
3/8"=1'-0"



(N) ANTENNA PLAN SECTOR B
3/8"=1'-0"



NOTE:
C.C. TO REMOVE & REPLACE (E) 2" STD PIPE W/ LONGER PIPE FOR (N) CONNECTION (BY OTHERS) & (N) EQUIPMENT AS INDICATED

NOTE:
SEE ANTENNA MOUNT MODIFICATION DRAWINGS FOR (N) CONNECTION BETWEEN GROUP, INC DATED 07/21/2020. THIS DESIGN IS BEING COMPLETED BY IPO GROUP, INC.

HWY 12

HWY 29

CNT00829 / CCL00829
1400 PORTER ROAD
NAPA, CA 94958

DATE	DESCRIPTION	BY
10/27/08	CD ISSUE	J.M.
10/27/08	FOR REVIEW	J.M.
10/27/08	FOR APPROVAL	J.M.
10/27/08	PLAN CHECK	J.M.
10/27/08	CLIENT REV.	J.M.
07/17/22	PLAN CHECK	J.S.

ISSUE STATUS

DRAWN BY: J. SMITH
CHECKED BY: N. PANDACHERSID
APPROVED BY: K. SORENSEN
DATE: 04/14/22

Streamline Engineering
and Design Inc.

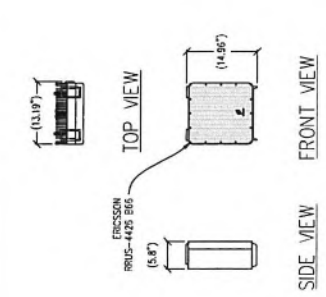
6445 Sierra College Blvd, Suite E Graceland Bay, CA 95746
Contact: Keith Sorenson, 916-460-1930
E-Mail: keith@streamlineeng.com Fax: 916-460-1941

REGISTERED PROFESSIONAL ENGINEER
No. 45876
State of California

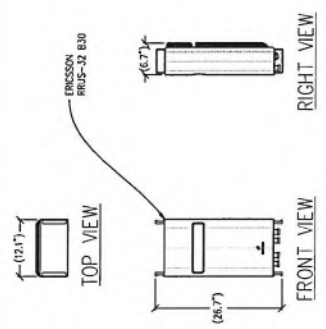
at&t

5001 EXECUTIVE PARKWAY
SAN RAMON, CA 94583

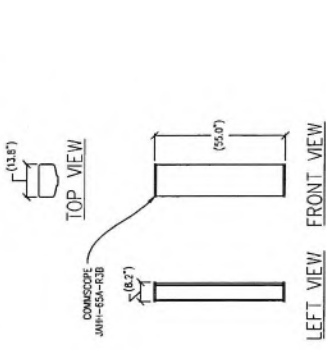
SHEET TITLE: _____
DETAILS
SHEET NUMBER: **A-6**



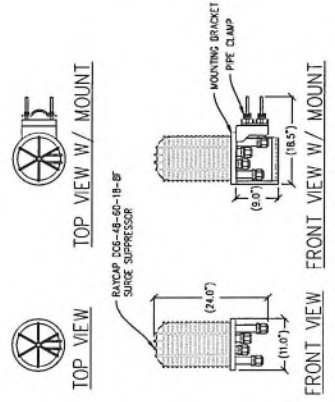
④ 1"=1'-0"
RRUS-4426 B66 DETAIL
MAX WEIGHT: 48.4 LBS



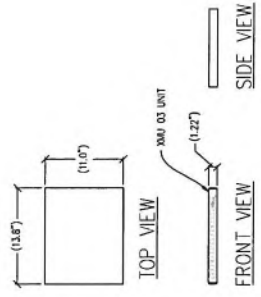
③ 1"=1'-0"
RRUS-32 B30 DETAIL
MAX WEIGHT: 50.7 LBS



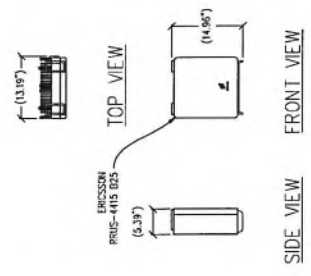
② 1"=1'-0"
ANTENNA DETAIL
MAX WEIGHT: 56.7 LBS



⑥ 1"=1'-0"
SURGE SUPPRESSOR DETAIL
MAX WEIGHT = 32.8 LBS

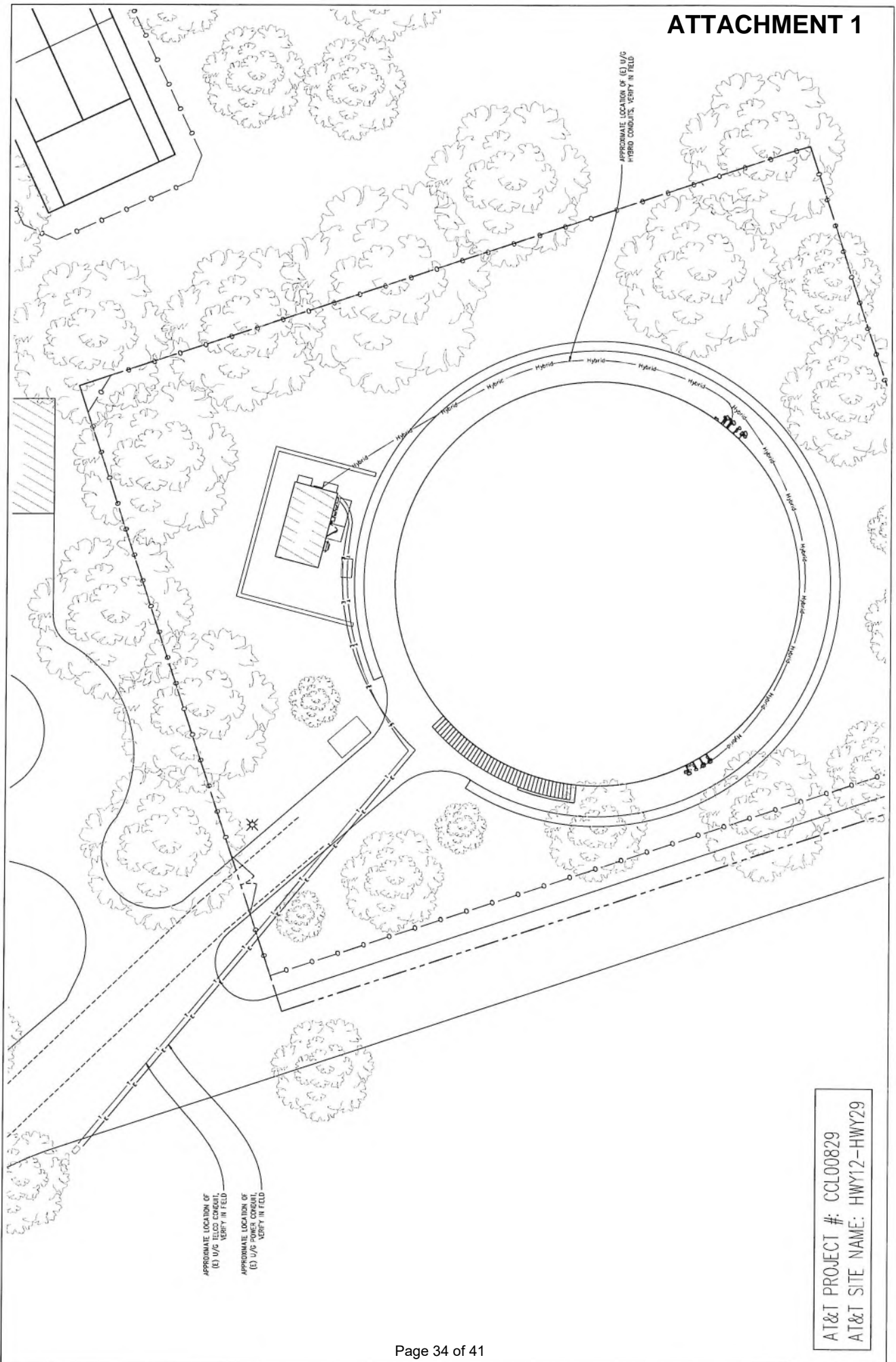


① 1/8"=1'-0"
XMU UNIT DETAIL
WEIGHT: 5 LBS



⑤ 1"=1'-0"
RRUS-4415 B25 DETAIL
MAX WEIGHT: 44 LBS

ATTACHMENT 1



AT&T PROJECT #: CCL00829
AT&T SITE NAME: HWY12-HWY29

EXHIBIT C

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**RECORDING REQUESTED BY
& WHEN RECORDED RETURN TO:**

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
1025 Lenox Park Boulevard NE, 3rd Floor
Atlanta, GA 30319

APN: 043-190-014-000

(Space Above This Line For Recorder's Use Only)

Cell Site #: CCL00829
Search Ring Name: Hwy. 12 & Hwy. 29
Cell Site Name: Hwy. 12 & Hwy. 29 (CA)
Fixed Asset No.: 10087981
State: California
County: Napa

**Amending Memorandum of Lease
Recorded on August 22, 1997
as Document No. 997 019452**

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ___ day of _____, 2022, by and between CITY OF NAPA, a California charter city, as successor in interest to City of Napa, a municipal corporation, having a mailing address of Attn: Water Quality manager, 1600 1st Street, P.O. Box 660, Napa, CA 94559-0660 ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

1. Landlord and Tenant's predecessor-in-interest, Napa Cellular Telephone Company, a California general partnership, d/b/a Cellular One, entered into a Cell Site Lease dated May 16, 1997, as amended by an Amendment No. 1 to Cell Site Lease dated October 21, 2013 (collectively, the "Existing Lease"), for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Existing Lease was recorded on August 22, 1997 as Document No. 997 019452 in the Official Records of the County Recorder's Office of Napa County.
2. Landlord have now entered into an Amended and Restated Cell Site Lease dated _____, 2022 ("Lease") pursuant to which Landlord and Tenant have amended and restated in their entirety, all of the terms and conditions of the Existing Lease and concurrently extended the term of the Existing Lease. The foregoing is set forth in the Lease.
3. The initial term of the Lease commenced as of May 1, 2017 and is scheduled to expire on April 30, 2026, with two (2) successive five (5) year options to renew.
4. The portion of the Property being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

LANDLORD 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, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

TENANT 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 3, 2022 before me, Kamatic Kongeal Notary Public
(insert name and title of the officer)

personally appeared Michael Guibord,
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 Kamatic Kongeal

(Seal)

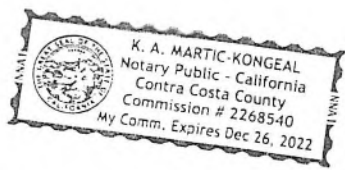


EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

Being a portion of Parcel One as described in the deed to Earl Stewart. et.ux. recorded April 16, 1945 in Book 223 of Official Records at Page 386. Napa County Records and being more particularly described as follows:

Beginning at the Southwestern corner of Parcel B as shown on the map entitled, "Record of Survey Map of a Portion of the Lands of Chas. E. Stewart", filed May 6, 1963. In Book 10 of Surveys at Page 59, in the office of the County Recorder of Napa County; thence N 68 degrees 15' E along the Southeastern line of said Parcel 8 10.05 feet: thence S 16 degrees 03' 35" E 145.01 feet. said point being on the Northeastern line of said Parcel One: thence S 16 degrees 03' 35" E 72.56 feet: thence N 73 degrees 56' 25" E 49.97 feet: thence S 41 degrees 40' 20" E 417.41 feet to the point of commencement: thence from said point of commencement S 73 degrees 56' 25" W 34.00 feet: thence S 16 degrees 03' 35" E 200.00 feet: thence N 73 degrees 56' 25" E 170.00 feet: thence N 16 degrees 03' 35" W 200.00 feet: thence S 73 degrees 56' 25" W 136.00 feet to the point of commencement.

APN: 043-190-014

The Premises are described and/or depicted as follows:

[Depiction of the Premises Suitable for Recording in Napa County Appears on Following Page]

HWY 12
HWY 29

CNU00829 / CCL00829
NAPA CALIFORNIA

ISSUE STATUS	
Δ	DATE / DESCRIPTION BY
	10/25/18 CD / 100% ILM
	10/25/18 LOR / REVIEW ILM
	09/07/20 CODE UPDATE / D.G.
	10/27/20 PLAN CHECK / D.G.
	10/27/20 PLAN CHECK / S.S.
	10/27/21 PLAN CHECK / S.S.
	DRAWN BY: J. SMITH
	CHECKED BY: N. PAPACHRISTO
	APPROVED BY: K. SORRENSEN
	DATE: 04/14/22

Streamline Engineering
and Design Inc.
5445 Santa Catalina Blvd., Suite K, Granada Bay, CA 95748
Contact: Karen Sorenson, Phone: 916-650-1800
E-Mail: karen@streamlineeng.com, Fax: 916-650-1841

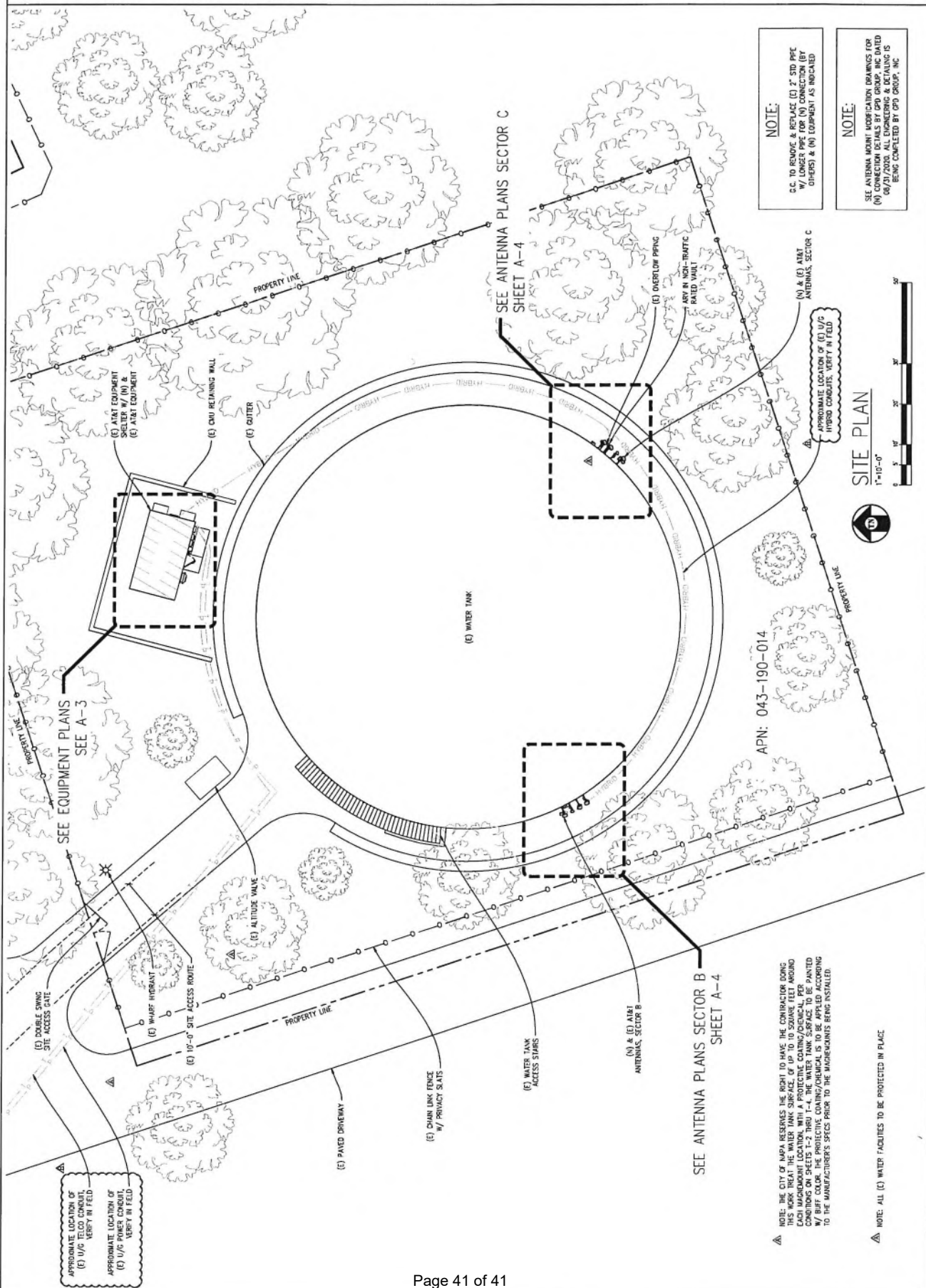
REGISTERED PROFESSIONAL ENGINEER
No. 50827
Civil
State of California

at&t

5001 EXECUTIVE PARKWAY
SAN RAFAEL, CA 94903

ATTACHMENT 1

SHEET TITLE: SITE PLAN
SHEET NUMBER: A-2



SEE EQUIPMENT PLANS
SEE A-3

SEE ANTENNA PLANS SECTOR C
SHEET A-4

SEE ANTENNA PLANS SECTOR B
SHEET A-4

NOTE:
CALL TO SORRENSEN & REPAIR (E) AT SITE PIPE
W/ LONGER PIPE FOR (N) & (E) ANTENNAS (BY
OTHERS) & (N) EQUIPMENT AS INDICATED

NOTE:
SEE ANTENNA MOUNT MODIFICATION DRAWINGS FOR
(N) CONNECTION DETAILS BY GPD GROUP, INC DATED
08/31/2020. ALL ENGINEERING & DETAILING IS
BEING COMPLETED BY GPD GROUP, INC

SITE PLAN
1"=10'-0"



NOTE: THE CITY OF NAPA RESERVES THE RIGHT TO HAVE THE CONNECTIONS DONE
W/ 1/2" DIA. 10' HIGH STEEL TUBING. THE CONNECTIONS SHALL BE MADE AT EACH
EACH MOUNTING LOCATION WITH A PROTECTIVE COATING/CHROMIUM PEROXIDE
CONDITION ON SHEETS T-2 THRU T-4. THE WATER TANK SURFACE IS TO BE PAINTED
W/ BUFF COLOR. THE PROTECTIVE COATING/CHEMICAL IS TO BE APPLIED ACCORDING
TO THE MANUFACTURER'S SPECS PRIOR TO THE MANUFACTURER'S BEING INSTALLED.

NOTE: ALL (E) WATER FACILITIES TO BE PROTECTED IN PLACE.