

Market: SAN FRANCISCO/SACRAMENTO
Cell Site Number: CCL03531
Cell Site Name: NATIVIDAD MED CENTER
Fixed Asset Number: 10101934

THIRD AMENDMENT TO COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between the County of Monterey, a political subdivision of the State of California, having a mailing address of 1441 Schilling Place, South Building, 2nd Floor, Salinas, CA 93901 ("LESSOR") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, an affiliate of AT&T Mobility Corporation, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("LESSEE").

WHEREAS, LESSOR and LESSEE entered into a Wireless Communication Site Lease Agreement dated June 7th, 2006, whereby LESSOR leased to LESSEE certain Premises, therein described, that are a portion of the Property located at 1410 Natividad Road, Salinas, CA ("Agreement"); and

WHEREAS, LESSOR and LESSEE executed the First Amendment to the Agreement, dated February 16th, 2012, to update the Premises and notices section; and

WHEREAS, LESSOR and LESSEE executed a Grant of Easement on March 13, 2012 for access and conduit route purposes, which term coincides with the remaining term of the Agreement, including all renewals thereof; and

WHEREAS, LESSOR and LESSEE executed the Second Amendment to the Agreement, dated September 2nd, 2022, to modify and/or replace wireless Equipment, increase the Lease Fee, update the notices section of the Agreement, and extend the term of the Agreement; and

WHEREAS, LESSEE desires to modify its Equipment, which LESSOR is willing to approve; and

WHEREAS, LESSOR and LESSEE desire to adjust the Lease Fee in conjunction with the modifications to the Agreement contained herein, subject to further adjustments as provided in the Agreement; and

WHEREAS, LESSOR and LESSEE, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

- 1. Modification of Equipment.** LESSEE shall have the right to modify the Equipment as more completely described on Exhibit B-3 which is attached and incorporated by this reference. LESSOR's execution of this Amendment will signify LESSOR's approval of Exhibit B-3. Exhibit B-3 hereby replaces Exhibit B-2 to the Agreement.
- 2. Lease Fee.** Commencing on the first day of the month following the date that LESSEE commences construction of the modifications set forth in this Amendment, the Lease Fee shall be increased by Fifty-Seven Hundred and 00/100 Dollars (\$5,700.00) annually, to a total of Fifty-Three Thousand Three Hundred Forty-One and 32/100 Dollars (\$53,341.32) annually subject to further adjustments as provided in the Agreement.
- 3. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect.
- 4. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

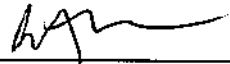
- 5. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.
- 6. **Consent to Use of Electronic Signatures.** The parties to this Amendment consent to the use of electronic signatures via DocuSign to execute this Amendment. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Amendment hereby authenticate and execute this Amendment, and any and all Exhibits to this Amendment, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.
- 7. **Authority.** Any individual executing this Amendment on behalf of the LESSOR or the LESSEE represents and warrants hereby that he or she has the requisite authority to enter into this Amendment on behalf of such party and bind the party to the terms and conditions of this Amendment and as indicated in Exhibit B-4 which is attached and incorporated by this reference.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.


LESSOR: County of Monterey, a political subdivision of the State of California

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

By: _____
Debra R. Wilson, PhD
Title: Contracts/Purchasing Officer
Date: _____

By: AT&T Mobility Corporation
Its: Manager
By: 
Print Name: Courtney Perillo
Title: Director Construction Engineering
Date: August 17, 2023

APPROVED AS TO FISCAL PROVISIONS:

Rupa Shah, Auditor-Controller
By: 
Title: Auditor Controller Analyst I
Date: 8/22/2023 | 1:01 PM PDT

& By: 
Print Name: Vani Muller
Title: Manager
Date: Real Estate & Construction
8/21/23

APPROVED AS TO FORM:

Office of the County Counsel
Leslie J. Girard, County Counsel


By: 
Mary Grace Perry
Title: Deputy County Counsel
Date: 8/22/2023 | 12:33 PM PDT

EXHIBIT B-3

SKETCH OF THE PREMISES

(SEE INSERTED CONSTRUCTION PLANS)