

Attachment C

Market: SAN FRANCISCO/SACRAMENTO
Cell Site Number: CCL03218
Cell Site Name: MONTEREY SALINAS HWY
Fixed Asset Number: 10067533

SECOND AMENDMENT TO COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT (“Amendment”), dated as of the last date opposite the respective signatures 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 (hereinafter, “**LICENSOR**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter, “**LICENSEE**”), collectively referred to as the “Parties”.

WHEREAS, LICENSOR and LICENSEE entered into a Wireless Communication Site Lease Agreement dated June 7th, 2006, amended, November 1, 2019, whereby LICENSOR licensed LICENSEE certain Premises, therein described, that are a portion of the Property located at 1025 Monterey-Salinas Highway 68, Salinas, CA (hereinafter, the “**Agreement**”); and

WHEREAS, to comply with National Park Service contractual requirements for real property agreements within recognized parks, LICENSOR and LICENSEE desire to change the Agreement from a lease to a license for legal purposes such that LICENSOR licenses to LICENSEE the Premises under the Agreement; and

WHEREAS, LICENSOR and LICENSEE mutually agree to adjust all references of “lease” or “leasehold” to “license”, “Lessor” to “Licensor”, “Lessee” to “Licensee”, “Lease Fee” to “License Fee”, and “sublease” to “sublicense” in the Agreement to comply with National Park Service contractual requirements for real property agreements within recognized parks; and

WHEREAS, LICENSEE desires to modify its Equipment, which LICENSOR is willing to approve; and

WHEREAS, LICENSOR and LICENSEE desire to adjust the License Fee in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, LICENSOR and LICENSEE, 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, LICENSOR and LICENSEE agree as follows:

1. **License.** LICENSOR and LICENSEE acknowledge and agree that this Agreement shall be deemed a license and not a lease for legal purposes, except, that, LICENSEE will have and maintain all rights provided to LICENSEE in the Agreement notwithstanding anything to the contrary contained herein. LICENSOR and LICENSEE acknowledge and agree as follows: (i) the Premises is exclusive; (ii) the Agreement is not revocable or terminable by LICENSOR except as otherwise specifically provided in the Agreement; (iii) any conveyance, assignment, or other transfer of the Property by LICENSOR shall be subject to the Agreement, the Agreement shall survive the conveyance, assignment, or other transfer, and if LICENSOR conveys, assigns, or makes another transfer of the Property, LICENSOR shall assign, and the transferee shall assume, all rights and obligations of LICENSOR in the Agreement; (iv) LICENSEE may assign or transfer the Agreement or sublicense the Premises in accordance with Section 13 of the Agreement. LICENSOR will maintain and repair the Property and access thereto, the Premises’ structure, and all areas of the Premises where LICENSEE does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
2. **License Terms.** The Parties mutually agree to adjust all references of “lease” or “leasehold” to “license”, “Lessor” to “Licensor”, “Lessee” to “Licensee”, “Lease Fee” to “License Fee”, and “sublease” to “sublicense” within the Agreement to comply with National Park Service contractual requirements for real property agreements within recognized parks.

3. **Modification of Equipment.** LICENSEE shall have the right to modify the Equipment as more completely described on Exhibit B-3 which is attached and incorporated by this reference. LICENSOR's execution of this Amendment will signify LICENSOR's approval of Exhibit B-3. Exhibit B-3 hereby replaces Exhibit B-2 to the Agreement.
4. **License Fee.** Commencing on the first day of the month following the date that LICENSEE commences construction of the modifications set forth in this Amendment, the License Fee (formerly referred to as the "Lease Fee") shall be increased by Five Thousand Seven Hundred Dollars (\$5,700.00) annually, to a total License Fee of Thirty-Four Thousand Five Hundred Eighty-Four and 71/100 Dollars (\$34,584.71) annually, subject to further adjustments as provided in the Agreement.
5. **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.
6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
7. **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.
8. **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.
9. **Authority.** Any individual executing this Amendment on behalf of the LICENSOR, or the LICENSEE 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.

Signature Page Follows

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

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

By: _____
Name: Debra R. Wilson, PhD

Title: _____

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware Limited Liability Company

By: DocuSigned by:
Courtney Perillo
103AB32F2BFB4E _____
Name: Courtney Perillo

Title: Director Construction & Engineering

Date: 2/28/2024 | 8:47 AM PST

APPROVED AS TO FORM:

Office of the County Counsel
Susan K. Blich, Acting County Counsel

By: DocuSigned by:
Mary Grace Perry
7EA18B9BA72D4B8 _____
Name: Mary Grace Perry

Title: Deputy County Counsel

Date: 2/29/2024 | 3:14 PM PST

&

By: DocuSigned by:
G. Scott White
3686CF3B3D1C44A _____
Name: G. Scott White

Title: G. Scott White

Date: 2/28/2024 | 8:54 AM PST

APPROVED AS TO FISCAL PROVISIONS:

Rupa Shah, Auditor-Controller

By: DocuSigned by:
Jennifer Forsyth
4E7E657875454AE _____
Name: Jennifer Forsyth

Title: Auditor-Controller Analyst II

Date: 2/29/2024 | 1:55 PM PST

EXHIBIT B-3

PREMISES DESCRIPTION

(SEE INSERTED CONSTRUCTION PLANS)