

## **FIRST AMENDMENT TO ANTENNA GROUND LEASE**

This FIRST AMENDMENT TO ANTENNA GROUND LEASE ("Amendment") is made as of the last date of execution indicated on the signature page below, by and between City of Cupertino, California ("Lessor" or "City"), and GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless ("Lessee"), with reference to the facts set forth in the Recitals below:

### RECITALS

A. Lessor and Lessee, or their predecessors in interest, are parties to an Antenna Ground Lease dated January 19, 2016 (the "Lease"), whereby Lessor has leased a portion of the City Property (as defined in the Lease) to Lessee to construct, operate and maintain a communications facility.

B. Lessor and Lessee desire to (i) extend the height of Lessee's Mono-Eucalyptus, and (ii) modify Lessee's Improvements.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EXTENSION OF MONO-EUCALYPTUS. Lessee shall have the right to extend the height of the Mono-Eucalyptus by fifteen (15) feet, to a height of seventy-five (75) feet, at Lessee's sole cost and expense, which fifteen (15) foot Mono-Eucalyptus extension shall be owned by Lessee.

2. LEASE OF PREMISES. Section 1.1, Lease of Premises, of the Lease shall be modified by deleting "112.1," and replacing with, "314.16."

3. IMPROVEMENTS. Section 1.2, Improvements, of the Lease shall be modified by deleting, "55 feet," and replacing with, "a RAD Center of 66.0 feet."

4. EXHIBIT "C". Exhibit "C" attached to the Lease is hereby modified and supplemented with Exhibit "C" attached hereto and made a part hereof. Exhibit "C" attached hereto shall control to describe the aerial easement in the event of any discrepancy between the description of the aerial easement as set forth in Exhibit "C" attached hereto and the description of the aerial easement attached to the Lease. All references in the Lease to Exhibit "C" shall hereinafter refer to Exhibit "C" attached to the Lease as modified and supplemented by Exhibit "C" attached hereto.

5. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this

Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Lessor and Lessee have caused this FIRST AMENDMENT TO ANTENNA GROUND LEASE to be executed by each party's duly authorized representative effective as of the date last below written.

LESSOR:

City of Cupertino, California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

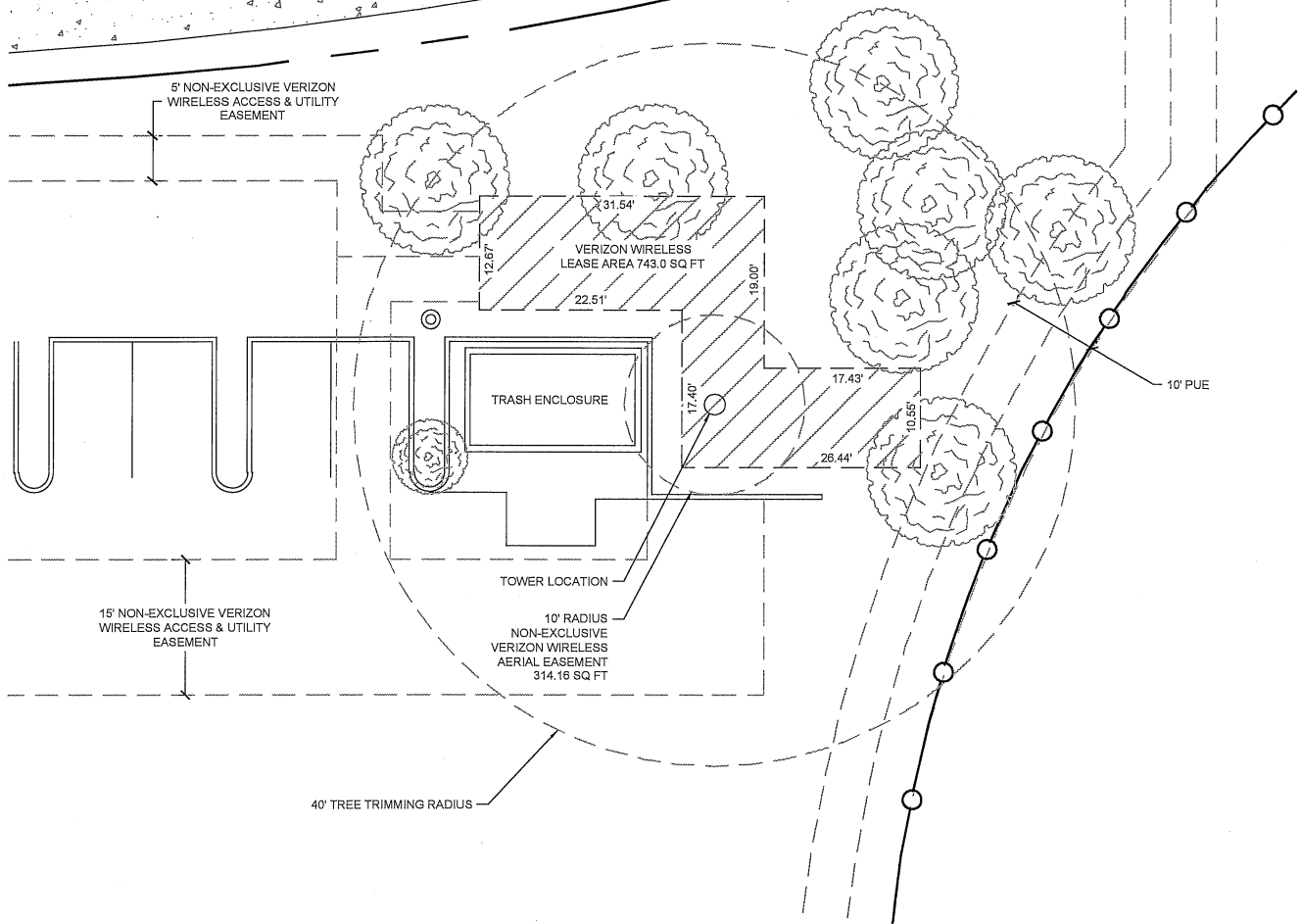
LESSEE:

GTE Mobilnet of California Limited  
Partnership d/b/a Verizon Wireless  
By Cellco Partnership, Its General Partner

By: Scott Stewart  
Name: Scott R Stewart  
Title: Director - Network Field Engineering  
Date: 2/21/19

**EXHIBIT "C"**

# RODRIGUES AVENUE



ALL "VERIZON WIRELESS" EASEMENTS SHOWN ON THIS PLAN ARE SUBJECT TO THE TERM OF THE ORIGINAL ANTENNA GROUND LEASE AGREEMENT DATED 01/19/2016, MODIFIED AND SUPPLEMENTED BY THE FIRST AMENDMENT TO ANTENNA GROUND LEASE.

**THE LYLE COMPANY**  
3140 GOLD CAMP DRIVE, SUITE #30  
RANCHO CORDOVA, CA 95670

**EXHIBIT C**  
**DEANZA STEVENS CREEK**  
10800 TORRE AVENUE, CUPERTINO, CA 95014

SHEET TITLE:  
**SITE**

SHEET NUMBER:  
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