



2055 S Stearman Dr,
Chandler, AZ 85286

Phone: (602) 845-1743
www.crowncastle.com

Property Owner Letter of Authorization

**CITY OF PETALUMA, CA
11 ENGLISH ST
PETALUMA, CA 94952**

Re: Zoning/ Permitting – Plan / Design Review Process

I hereby represent that I am the legal owner of the property referenced below, and as its attorney-in-fact, I hereby give my authorization to T-MOBILE and/or its Agent(s), to act as our Agent(s) in processing and obtaining approval for Building and/or Zoning permits through the CITY OF PETALUMA, CA for the modification of the facility located at the existing wireless communications site described as:

Crown Site ID: **856199/HWY 101 - LAKEVILLE**
T-MOBILE Site ID: **BA20403A/**
Site Address: **1 CASA GRANDE ROAD, PETALUMA, CA 94954**
APN: **005-050-037**

Property Owner: PETALUMA UNITED GROUP LLC
By: CCATT LLC, its Attorney-in-Fact

Signature: *Lucyana Marquez-Cruz*

Print Name: Lucyana Marquez Cruz, Real Estate Specialist

Date: 10/26/2021

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:
UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 417163



2015101448

Official Records Of Sonoma County
William F. Rousseau
11/25/2015 09:25 AM
GENERAL PUBLIC



LSE 9 Pgs

Fee: \$37.00
County Tax: \$1.10
City Tax: \$2.00

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy
Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 005-050-037-000

Prior recorded document(s) in Sonoma County, California:
March 2, 1999 at #1999-0027981

MEMORANDUM OF FIRST AMENDMENT TO
CELL SITE LEASE

This Memorandum of First Amendment to Cell Site Lease is made effective this 7
day of October, 2015 by and between GAYLE L. SKOFF, as Trustee of that portion of the
GERALD J. SKOFF AND GAYLE L. SKOFF REVOCABLE INTERVIVOS TRUST known
and designated as the Exemption Trust thereof, as to an undivided one-half (1/2) interest, and
GAYLE L. SKOFF, as Trustee of that portion of the GERALD J. SKOFF AND GAYLE L.
SKOFF REVOCABLE INTERVIVOS TRUST known and designated as the Survivor's Trust
thereof, as to an undivided one-half (1/2) interest (hereinafter collectively referred to as
"Lessor") and AMWOHI MPL TOWER HOLDINGS LLC, a Delaware limited liability

Site Name: Hwy 101 - Lakeville
Business Unit #: 856199

1

City of Petaluma	
Documentary Transfer Tax \$	<u>3.10</u>
_____ Computed on full value of property	
_____ Computed on full value less liens and encumbrances remaining at time of sale	
_____ Computed on full value of lease surpassing the 35 year term limit	
<input checked="" type="checkbox"/> Computed on leased area of the property	
Signature of Declarant or agent - Firm Name	

Sent By JT Date 12/30/15 Doc # 856199
Licenses 388859 Amend / Rescind / Amend

company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Gerald Skoff and Gayle L. Skoff, husband and wife ("Original Lessor") and Cagal Cellular Communications Corp., a Delaware corporation, d/b/a Cellular One ("Original Lessee") entered into a Cell Site Lease dated October 26, 1998, a memorandum of which was recorded on March 2, 1999 at Instrument No. 1999-0027981 (the "Original Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Sonoma County, California from Original Lessor (the "Premises"), all located within certain real property owned by Original Lessor ("Lessor's Property"). Lessor's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. GAYLE L. SKOFF, as Trustee of that portion of the GERALD J. SKOFF AND GAYLE L. SKOFF REVOCABLE INTERVIVOS TRUST known and designated as the Exemption Trust thereof, as to an undivided one-half (1/2) interest, and GAYLE L. SKOFF, as Trustee of that portion of the GERALD J. SKOFF AND GAYLE L. SKOFF REVOCABLE INTERVIVOS TRUST known and designated as the Survivor's Trust thereof, as to an undivided one-half (1/2) interest, is currently the Lessor under the Lease as the current owner of Lessor's Property, as more fully set forth in the QuitClaim Deed recorded on December 22, 2004 at Instrument No. 2004191824 in the official records of Sonoma County, California.

3. AMWOHI MPL Tower Holdings LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

4. The Lease had an initial term that commenced on September 1, 1999 and expired on August 31, 2004. The Lease provides for four (4) extensions of five (5) years each, three (3) of which were exercised by Lessee. According to the Lease, the final extension term expires August 31, 2024.

5. Lessor and Lessee have entered into a First Amendment to Cell Site Lease (the "First Amendment"), of which this is a Memorandum, providing for four (4) additional extension terms of five (5) years each. Pursuant to the First Amendment, the final extension term expires on August 31, 2044.

6. By the First Amendment, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property, under the following terms:

If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Premises. If Lessor's notice covers portions of Lessor's Property beyond the Premises, Lessee may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

7. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public

bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor hereby appoints Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

8. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the First Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:

GAYLE L. SKOFF, as Trustee of that portion of the GERALD J. SKOFF AND GAYLE L. SKOFF REVOCABLE INTERVIVOS TRUST known and designated as the Exemption Trust thereof, as to an undivided one-half (1/2) interest

By: Gayle L. Skoff

Print Name: Gayle L. Skoff

Title: Trustee

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 CA

COUNTY OF SIERRA

)
) ss:
)

On Sept 10, 2015 before me, JANICE KOETTEL (here insert name of the officer), Notary Public, personally appeared GAYLE L. SKOFF, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Janice Koettel
Signature of Notary Public

[Seal]

LESSOR:

GAYLE L. SKOFF, as Trustee of that portion of the GERALD J. SKOFF AND GAYLE L. SKOFF REVOCABLE INTERVIVOS TRUST known and designated as the Survivor's Trust thereof, as to an undivided one-half (1/2) interest

By: Gayle L. Skoff

Print Name: Gayle L. Skoff

Title: Trustee

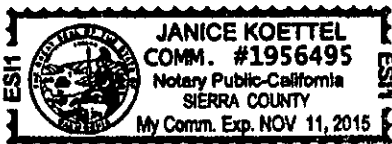
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA)
)
COUNTY OF SIERRA) ss:

On SEPT 10th, 2015 before me, JANICE KOETTEL (here insert name of the officer), Notary Public, personally appeared GAYLE L. SKOFF, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Janice Koettel
Signature of Notary Public

[Seal]

LESSEE:
AMWOHI MPL TOWER HOLDINGS LLC, a
Delaware limited liability company

By: CCATT LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: *Helen Smith*

Print Name: Helen Smith

Title: Real Estate Transaction Manager

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 TEXAS)

COUNTY OF HARRIS)

ss:

On October 7, 2015 before me, Carolyn T. Moores (here insert name of the officer), Notary Public, personally appeared Helen Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing 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 TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Seal]

Carolyn T. Moores
Signature of Notary Public

EXHIBIT A
(Legal Description of Lessor's Property)

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

PARCEL ONE:

In the Petaluma Rancho: Commencing at the Southwesterly corner of the lot or parcel of land, comprising about one acre, conveyed by A. W. Baker to the Golden Gate Fertilizer Company by Deed dated April 25, 1928 and recorded April 26, 1928 in Liber 201 of Official Records, page 132, Sonoma County Records; which point of commencement is situated on the Northerly line of the right of way of the Northwestern Pacific Railway Company; thence from said point of commencement, Westerly, and along the Northerly line of said railway right of way, a distance of 250 feet; thence North 35° 54' East and parallel with the Westerly line of said Golden Gate Fertilizer Company's land, a distance of 348.40 feet; thence Easterly and parallel with the Northerly line of said railroad right of way, a distance of 250 feet to the Northwesterly corner of the land conveyed to E. S. Bilkevich, et al, by Deed from Harry Seibel, dated May 23, 1933 and recorded June 6, 1933 in Liber 341 of Official Records, page 165, Sonoma County Records; thence South 35° 54' West and along the Westerly lines of the lands of Bilkevich, et al, and of the Golden Gate Fertilizer Company, 348.48 feet to the point of commencement.

PARCEL TWO:

In the County of Sonoma: Beginning at a point on the Eastern line of that certain tract of land conveyed by William J. Brandon, et al, to A. W. Baker, by Deed dated May 14, 1924 and recorded May 24, 1924 in Liber 73 of Official Records of Sonoma County, page 388, distant thereon 174.24 feet Northerly from the Southeastern corner of said Tract; thence from said point of beginning Westerly and along the Northerly line of the land now or formerly of the Golden Gate Fertilizer Co., 250 feet to a point; thence Northerly, parallel to the Eastern line of the first tract mentioned herein, 174.24 feet to the Southwest corner of the land deeded to George North by Deed recorded in Liber 210 of Official Records of Sonoma County, page 130; thence Easterly and along the South line of said George North's land 250 feet to the Easterly line of the first tract mentioned herein; thence Southerly along said East line 174.24 feet to the point of beginning.

PARCEL THREE:

In the Township of Vallejo; beginning at the Southeastern corner of the tract of land conveyed by William J. Brandon, et al, to A.W. Baker, by Deed dated May 14, 1924 and recorded May 24, 1924 in Liber 73 of Official Records, page 388, Sonoma County Records, and extending

thence Westerly along the Northern line of the right of way of the Northwestern Pacific Railroad Company, 250 feet to a point; thence Northerly and parallel with the Eastern line of the tract hereinabove referred to, 174.24 feet to a point; thence Easterly and parallel with the Southern line of said tract and the right of way said Northwestern Pacific Railroad Company, 250 feet to a point in the Eastern line of said tract; thence Southerly and along said Eastern line 174.24 feet to the point of beginning.

PARCEL FOUR:

Being a portion of that certain tract of land commonly known as "Newtown", the parcel of land hereby conveyed, being more particularly described as follows:

Beginning at the Northwesterly corner of that certain parcel of land conveyed by A. W. Baker and wife, to Edward B. Stone and wife, by Deed recorded November 6, 1935 in Book 396 of Official Records, page 154, Sonoma County Records; thence from said point of beginning, Easterly and along the Northerly line of said parcel of land conveyed to Edward B. Stone 250 feet, more or less, to the Northeasterly corner thereof, said point also being the Southwesterly corner of the lands of George North; thence Northerly along the Westerly line of the lands of George North, 190 feet, more or less, to the Northwesterly corner thereof; thence Southwesterly, parallel with the Northerly line of the lands heretofore conveyed to Edward B. Stone, 250 feet, more or less, to the point of intersection of the extended Westerly line of the lands of Edward B. Stone; thence Southwesterly in a direct line, 190 feet, more or less, to the point of beginning.

APN: 005-050-037-000