

SECOND AMENDMENT TO OPTION AND EASEMENT AGREEMENT

This Second Amendment to Option and Easement Agreement (“Second Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between The City of Tenino, Washington (“GRANTOR”), and Cellco Partnership d/b/a Verizon Wireless (“GRANTEE”). GRANTOR and GRANTEE (or their predecessors in interest) entered into that certain Option and Easement Agreement dated August 22, 1996, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which GRANTEE is leasing or licensing from GRANTOR a portion of that certain property located at SE corner of City Park, Section 19-16-1W, Tenino, WA, as more particularly described in the Agreement. GRANTOR and GRANTEE may be referenced in this Second Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on October 31, 2024. Commencing on November 1, 2024, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 4 additional terms of 5 years each (each, an “Additional Extension Term”), unless GRANTEE terminates the Agreement by giving GRANTOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on November 1, 2024, the monthly rent during the Initial Extension Term shall be \$900.00 to be paid on the first day of the month in advance to GRANTOR or such other person as GRANTOR may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on November 1, 2029, monthly rent for each Additional Extension Term shall increase by 10% upon commencement of each Additional Extension Term.

3. Rent Credit. This Second Amendment provides for a reduction in rent, effective November 1, 2024. The Parties acknowledge and agree that GRANTEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against GRANTEE’s rent due under the Agreement.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.



5. Ratification and Reaffirmation. GRANTOR and GRANTEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Second Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below.

GRANTOR:

The City of Tenino, Washington

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE:

**Cellco Partnership
d/b/a Verizon Wireless**

By: _____

Name: Sergei Mislevy

Title: AVP-Ntwk Reg/RE

Date: _____



INCLUDE THIS ACKNOWLEDGMENT PAGE FOR SITES LOCATED IN OH AND WA.
DELETE FOR ALL OTHER STATES

GRANTOR ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

GRANTEE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

