

**Recording Requested By
& When Recorded Return To:**

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

APN: 057-060-007

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CCL03781
Search Ring Name: CCL03781_SR
Cell Site Name: Eagle Vines (CA)
Fixed Asset No.: 13721763
State: California
County: Napa

**CONSENT, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the “**Agreement**”), dated as of the date below, by and among the Napa Sanitation District, a county sanitation district, having an address at 1515 Soscol Ferry Road, Napa, CA 94558 (hereinafter called “**Owner**”), Eagle Vines Vineyard and Golf Club, L.L.C., a California limited liability company, having a mailing address of P.O. Box 2398, Napa, CA 94558 (hereinafter called “**Landlord**”), 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 called “**Tenant**”).

RECITALS

WHEREAS, Owner and Landlord's predecessor-in-interest, Chardonnay/Club Shakespeare, Inc. d/b/a Chardonnay Golf Club (“**Original Ground Lessee**”), entered into a Lease Agreement dated as of July 9, 1999, as assigned to Landlord in that certain Lease Assignment Agreement dated November 10, 1999 (the “**Assignment**”) covering property more fully described on **Exhibit A** attached hereto and made a part hereof, having a common street address of 580 South Kelly Road, located in the unincorporated area of American Canyon, in the County of Napa, State of California [APN: 057-060-007] (the “**Property**”), a part of which Property contains the Premises (as hereinafter defined); and

WHEREAS, Owner and Chardonnay Golf Club, Inc. purported to amend the Original Ground Lease by that certain Amendment to Lease Agreement for Lease of Property for Chardonnay Golf Club, Inc. dated January 12, 2000 (the “**Amendment**”); and

WHEREAS, Landlord and Owner agree that, notwithstanding the fact that the Assignment in the parties' possession is not shown as fully-executed, Landlord has assumed all of the rights and obligations of the lessee under the Original Ground Lease pursuant to such Assignment Agreement as if fully executed by Landlord and Owner; and

WHEREAS, Landlord and Owner agree that, notwithstanding the fact that the Amendment in the parties' possession was not executed by Landlord but rather by Chardonnay Golf Club, Inc., the terms of such Amendment apply to the Ground Lease as if fully executed by Landlord and Owner; and

WHEREAS, the Original Ground Lease, Assignment and Amendment are collectively referred to herein as the “**Ground Lease**”; and

WHEREAS, Tenant has entered into that certain Option and Land Lease Agreement dated as of _____, 2020 (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit B** attached hereto and made a part hereof (the “**Premises**”); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything contained in the Ground Lease to the contrary, Owner consents to the subleasing by Landlord of the Premises to Tenant subject to the terms and conditions contained herein. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Ground Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Ground Lease.

2. In the event the Ground Lease is terminated or expires or Owner succeeds to the interest of Landlord or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Owner (and its/their heirs, distributes and assigns) and Tenant; (b) Owner agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; and (c) Owner and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after any such event, Owner and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Owner succeeded to the interest of Landlord; provided, however, that Owner will not be personally liable for any act or omission of any prior landlord (including Landlord).

3. Owner understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Owner will acquire no interest in any equipment, trade fixtures and/or other property installed by Tenant on the Property or Premises. Owner hereby expressly waives any interest which Owner may have or acquire with respect to such equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Owner hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Tenant which are permitted under the Lease. The term “**Owner**,” when used in this Agreement, will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Owner, whether directly or indirectly.

5. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

6. In consideration of Owner entering into this Agreement, within forty-five (45) days following the recording of a fully executed copy of this Agreement, Tenant shall pay to Owner at Owner’s address set forth in the opening paragraph above, a one-time payment in the amount set forth in **Exhibit C** (the “**Consideration**”). Tenant shall have the right to record this Agreement at Tenant’s sole cost and expense. To preserve the privacy of the Consideration, Tenant shall have the right to redact **Exhibit C** prior to recording; however, such redaction in no manner shall alter or eliminate the amount of the Consideration due to Owner.

7. The Recitals set forth above are hereby incorporated into this Agreement by reference.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the last of the signature dates below.

“LANDLORD”

Eagle Vines Vineyards and Golf Club, L.L.C.,
a California limited liability company

By: _____
Tokutaro Umezawa, Manager

Date: _____

“OWNER”

Napa Sanitation District,
a county sanitation district

By: _____
Name: _____
Its: _____
Date: _____

“TENANT”

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT THREE (3) PAGES]

LANDLORD ACKNOWLEDGMENT

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 California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(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 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

TENANT ACKNOWLEDGMENT

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 California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(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 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

OWNER ACKNOWLEDGMENT

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 California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(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 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A
(Property)
Page 1 of 1

The land described herein is situated in the State of California, County of Napa, unincorporated area, described as follows:

PARCEL ONE:

Parcel 3, as shown on the map entitled "Record of Survey Map of a portion of the lands of Kirland Cattle Company" filed May 26, 1983 in Book 23 of Records of Survey at pages 22-23 in the office of the County Recorder of said Napa County.

Excepting therefrom all that portion granted to the State of California on February 2, 1997 as Instrument Number 2007- 0002574 of Official Records.

APN: 057-060-007

PARCEL TWO:

A non-exclusive easement for reclaimed water line and related facilities as granted in the document recorded February 20, 2004 as Instrument Number 2004-0006309 of Official Records.

PARCEL THREE:

A non-exclusive easement for reclaimed water line and related facilities as granted in the document recorded February 20, 2004 as Instrument Number 2004-0006310 of Official Records.

PARCEL FOUR:

A non-exclusive easement for reclaimed water line and related facilities as granted in the document recorded March 16, 2004 as Instrument Number 2004-0009919 of Official Records.

PARCEL FIVE:

A non-exclusive easement for reclaimed water line and related facilities as granted in the document recorded March 16, 2004 as Instrument Number 2004-0009920 of Official Records.

EXHIBIT B
(Premises)
Page 1 of 2

[One (1) Page Depiction of the Premises Suitable for Recording in Napa County Appears on Following Page]

EXHIBIT C

CONSIDERATION

Page 1 of 1

In consideration of Owner entering into the Agreement, within forty-five (45) days following the recording of a fully executed copy of the Agreement, Tenant shall pay to Owner at Owner's address set forth in the opening paragraph of the Agreement, a one-time payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00).