



2014-0024783

Recorded	REC FEE	0.00
Official Records	CCN1-NO FEE CON	0.00
County of Napa		
JOHN TUTEUR		
Assessor-Recorder-Cou		
09:52AM 26-Nov-2014	EV	Page 1 of 5

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

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

APN: 011-140-007

(Space Above This Line For

Recorder's Use Only)

Cell Site #: CCU0808
Search Ring Name: Lincoln Ave. (Hwy. 29) & Fairway
Cell Site Name: Lincoln Ave. (Hwy. 29) & Fairway (CA)
Fixed Asset Number: 10151686
State: California
County: Napa
Exempt from recording fess,
Gov. Code § 27383

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 25th day of November, 2014, by and between County of Napa, a political subdivision of the State of California, having a mailing address of 650 Imperial Way, Suite 201, Napa, CA 94559 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the 25th day of November, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will commence on the Effective Date of the Agreement and terminate on June 30, 2019, with one (1) option to renew, which renewal term shall terminate at 11.59PM on January 26, 2024, unless otherwise extended pursuant to the terms and conditions set forth in the Agreement, provided that in no event shall such extensions extend beyond twenty (20) years after the Effective Date.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

TENANT ACKNOWLEDGMENT

State of California)
County of Contra Costa)

On October 27, 2014 before me, Debra A Hall Notary Public
(insert name and title of the officer)

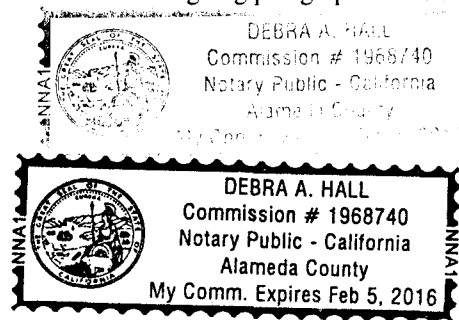
personally appeared Peter W Mayshardt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Debra A Hall

(Seal)



LANDLORD ACKNOWLEDGMENT

State of California)
County of Napa)

On November 25, 2014 before me, Nadine Wiloughby
(insert name and title of the officer)

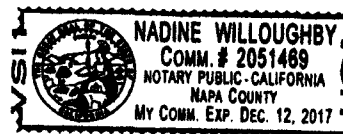
personally appeared Mark Lece
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Nadine W. Wiloughby

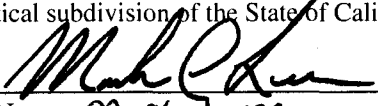
(Seal)



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"


County of Napa,
a political subdivision of the State of California

By: 
Print Name: Mark Luce
Its: Chairman Board of Supervisors
Date: November 25, 2014

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

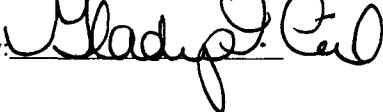
By: 
Print Name: _____
Its: _____
Date: 10-27-14, 2014

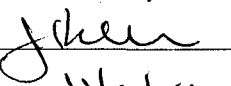
Peter W. Maushardt
Director
Construction & Engineering


OBLIGATIONS IMPOSED UPON THE FAIR
ASSOCIATIONS ARE HEREBY CONSENTED TO BY:
NAPA COUNTY FAIR ASSOCIATION

BY: 

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: 

APPROVED AS TO FORM Office of County Counsel
By: <u></u>
Date: <u>11/14/14</u>

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS
Date: <u>11/25/14</u>
Processed by: <u></u>
Deputy Clerk of the Board

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated November 25, 2014, by and between County of Napa, a political subdivision of the State of California, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land referred to in this report is situated in the City of Calistoga County of Napa, State of California, and is described as follows:

LOTS NUMBERED 31, 32, 33, 34 AND THE EAST ONE-HALF OF LOT 35 AS THE SAID LOTS ARE LAID DOWN AND DELINEATED UPON A CERTAIN MAP ENTITLED "MAP OF CALISTOGA LANDS, AS SURVEYED IN 1871 AND SUBDIVIDED IN PART IN 1876" FILED APRIL 20, 1877 IN THE OFFICE OF THE COUNTY RECORDER OF SAID NAPA COUNTY, EXCEPTING THEREFROM THE FOLLOWING:

(A) ALL THAT PORTION OF SAID LOTS 31, 32, 33 WHICH LIES SOUTHEASTERLY OF THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 34.

(B) 11.38 ACRES OF LAND, MORE OR LESS, OF SAID LOT NUMBERED 35. HERETOFORE CONVEYED BY MRS. SUSAN J. MCFARLING TO FRANCIS M. CRUMLEY BY DEED OF RECORD IN VOLUME 112 OF DEEDS, AT PAGE 94, NAPA COUNTY RECORDS.

(C) ALL THAT PORTION OF LOT 34 LYING SOUTHWESTERLY OF THE SOUTHERLY LINE OF THAT PORTION OF SAID LOT 34 AS DESCRIBED IN FINAL ORDER OF CONDEMNATION RECORDED MAY 18, 1966 IN BOOK 746 OF OFFICIAL RECORDS AT PAGE 370 IN THE OFFICE ON THE NAPA COLINTY RECORDER

APN: 011-140-007

The Premises are described and/or depicted as follows:

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



MODUS INC
145 NATOMA ST 3RD FLOOR
SAN FRANCISCO, CA 94105



2600 CAMINO RAMON
SAN RAMON, CA 94583

LEASE/MOL
EXHIBIT

Name:

CALISTOGA
FAIRGROUNDS

Number:

CCU0808

Address:

1435 N OAK ST
CALISTOGA, CA
94515

Lease Exhibit

LE-1

SCALE: N.T.S.

