

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

AT&T Mobility  
Attn.: Property Management  
3851 N. Freeway Blvd  
Sacramento, CA 95834

**APN: 092-121-086**

---

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

Cell Site No: SBL029  
Cell Site Name: Camino Caballo & Pomeroy  
Fixed Asset Number: 10086414  
State: California  
County: San Luis Obispo

**MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT**

This Memorandum of First Amendment to Lease Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and County of San Luis Obispo, a political subdivision of the State of California, having a mailing address of 1087 Santa Rosa, San Luis Obispo, CA 93408 ("County") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, successor in interest to AT&T Wireless Services of California, LLC, a Delaware limited liability company, d/b/a/ AT&T Wireless ("Lessee").

1. Landlord and Tenant entered into a certain Lease Agreement on the 5 day of November, 2002, as amended by that certain First Amendment to Lease Agreement dated \_\_\_\_\_, 2013, ("**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements located at 908 West Tefft Street, Nipomo, CA, also known as Nipomo Community Park. All of the foregoing are set forth in the Agreement.
2. The initial lease term of five (5) years commenced on November 5, 2002, with six (6) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of First Amendment to Lease Agreement 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 First Amendment to Lease Agreement 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.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused this Memorandum of First Amendment to Lease Agreement to be effective as of the last date written below.

"County"

**COUNTY/LESSOR:  
COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

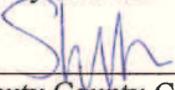
Approved by the Board of Supervisors this  
\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND LEGAL EFFECT:**

RITA L. NEAL  
County Counsel

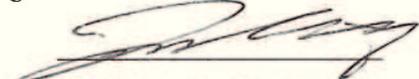
By:  \_\_\_\_\_  
Deputy County Counsel

Date: 7/5/13

"Tenant"

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

By: AT&T Mobility Corporation  
Its: Manager

By: 

Print Name: JAMES STICNEY

Its: DIRECTOR, C&E

Date: 5/30/2013

**[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]**

**COUNTY ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Deputy County Clerk-Recorder, County of  
San Luis Obispo, State of California 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.

**JULIE L. RODEWALD**, County Clerk-  
Recorder and Ex-Officio Clerk of  
the Board of Supervisors

By: \_\_\_\_\_  
Deputy County Clerk-Recorder

(SEAL)

**LESSEE ACKNOWLEDGMENT**

State of California  
County of Los Angeles)

On May 30 2013 before me,  
Alma Pineda - Notary Public,  
(insert name and title of the officer)

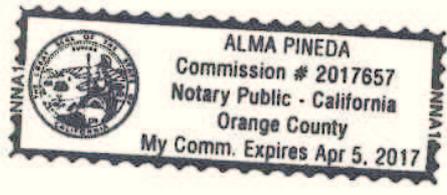
personally appeared James Stickney, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their 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 Alma Pineda

(Seal)



**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_ of \_\_\_\_

to the Memorandum of First Amendment to Lease Agreement dated \_\_\_\_\_, 2013, by and between the County of San Luis Obispo, a political subdivision of the State of California, having a mailing address of 1087 Santa Rosa, San Luis Obispo, CA 93408 ("County") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, successor in interest to AT&T Wireless Services of California, LLC, a Delaware limited liability company, d/b/a/ AT&T Wireless ("Lessee").

The Premises are described and/or depicted as follows:

**Property Legal Description:**

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

**PARCEL 1:**

LOTS 1 THROUGH 10, INCLUSIVE, AND LOTS 19 THROUGH 26, INCLUSIVE, IN DIVISION B OF THE CALIMEX PLANTATION COMPANY'S NIPOMO TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED APRIL 8, 1911 IN BOOK 1 PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

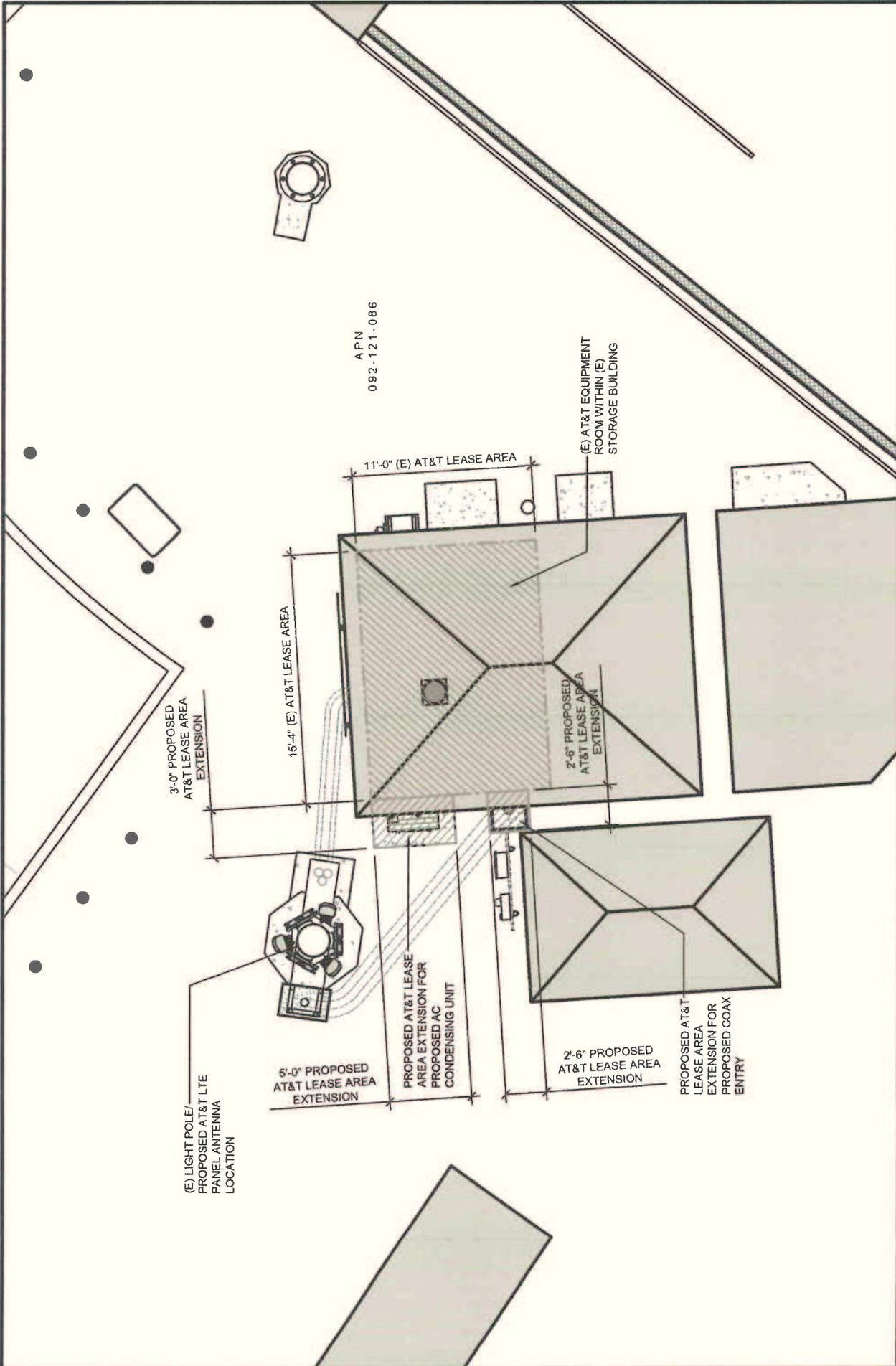
**PARCEL 2:**

LOTS 27 THROUGH 35, INCLUSIVE, AND LOTS 46 THROUGH 52, INCLUSIVE, IN DIVISION B OF THE CALIMEX PLANTATION COMPANY'S NIPOMO TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED APRIL 8, 1911 IN BOOK 1 PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 092-121-085 and 092-121-086

**Lease Area Sketch or Survey:**

1-page Lease Exhibit to be produced.



SCALE  
1" = 10'-0"

REV	DATE	ISSUE
1	05/07/2013	LEASE EXHIBIT

**LEASE EXHIBIT**

**LE-1**

SBL029/ CLU1325  
**CAMINO CABALLO & POMEROY**  
908 TEFFT STREET  
NIPOMO, CA 93444

12000 PARK PLAZA DRIVE  
CERRITOS, CA 94702

**WIRELESS FACILITIES, INC.**  
351 BERNARDI CIRCLE  
OAKLAND, CA 94612

**JAMES VACCARO**  
ARCHITECT, INC.

415 608-2670 PHONE • 415 933-4771 FAX  
@F02@JVAARCHITECT.COM