

MEMORANDUM OF LEASE

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

AT&T Mobility
Attn: Lease Administration
4430 Rosewood Dr., Bldg. 3
Pleasanton, CA 94588

APN: 407-290-007

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

Cell Site No.: CNU4617
Search Ring Name: Refugio & Falcon
Cell Site Name: Refugio & Falcon (CA)
Fixed Asset No.: 10101895
State: California
County: Contra Costa

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2017, by and between the City of Hercules, a municipal corporation ("**Landlord**"), having a mailing address of 111 Civic Center Drive, Hercules, CA 94547, and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Tenant**"), having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324.

1. Landlord and Tenant entered into a certain Amended and Restated Site Lease dated as of _____, 2017 ("**Lease**"), for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The initial lease term will be five (5) years commencing on April 1, 2018, with one (1) successive five (5) year option to renew.
3. The portion ("**Premises**") of the land ("**Property**") 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 Lease, 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 Lease, the provisions of the Lease shall control. The Lease 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 Lease.

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

LANDLORD:

City of Hercules,
a municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2017

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By:  _____

Printed Name: Michael Guibord
Director

Title: Construction & Engineering

Date: 6/16, 2017

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) 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 Contra Costa)

On June 16, 2017 before me,
K. A. Martic-Kongear Notary Public

(insert name and title of the

officer)

personally appeared

Michael Guibord

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 K. A. Martic-Kongear

(Seal)



EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY & DEPICTION OF PREMISES

Page 1 of 2

The Property is legally described as follows:

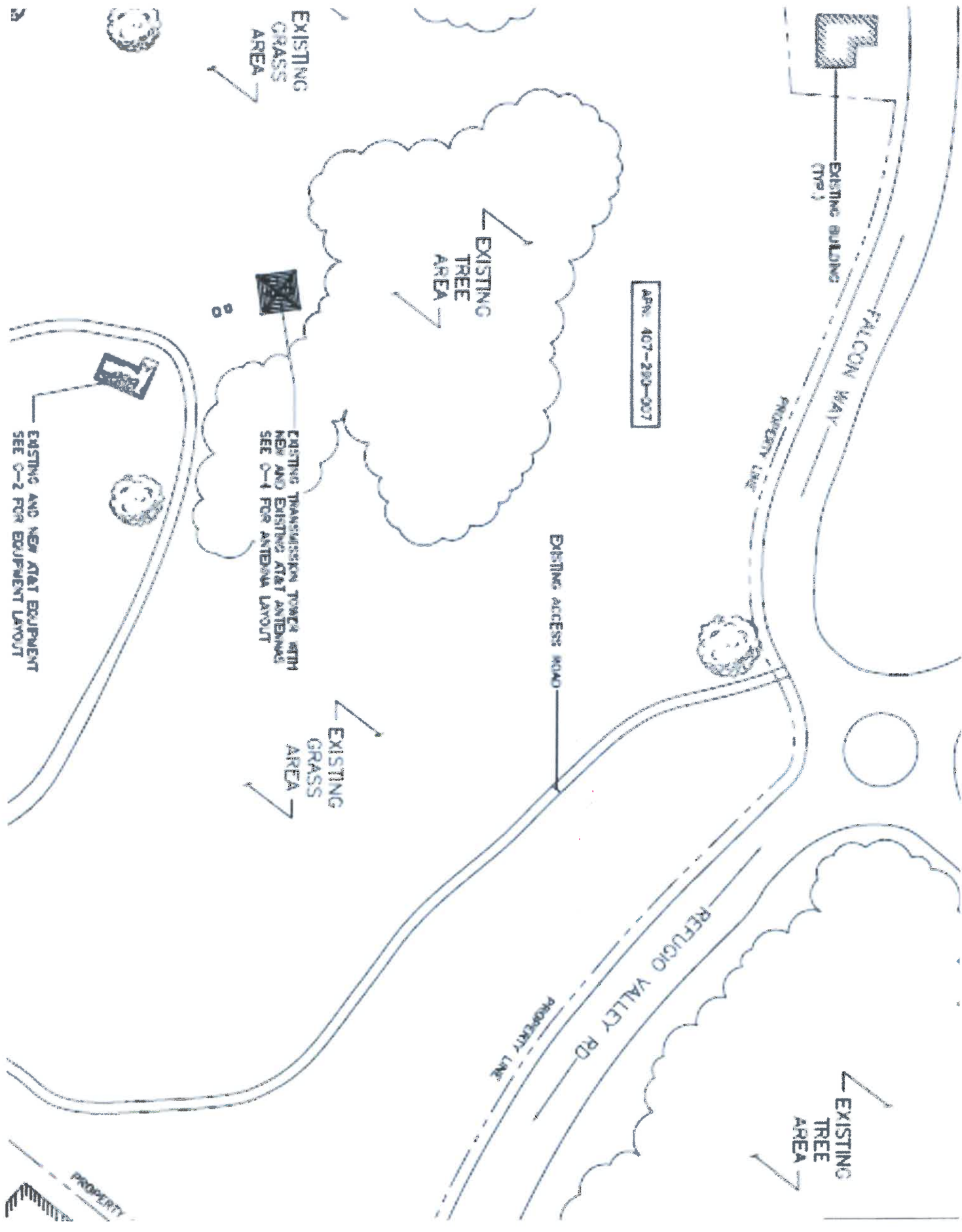
The land referred to herein is situated in the State of California, County of Contra Costa, City of Hercules, and is described as follows:

LOT A, AS SHOWN ON THE MAP OF SUBDIVISION 5481 FILED MAY 19, 1980, IN BOOK 239 OF MAPS, PAGE 11, CONTRA COSTA COUNTY RECORDS.

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The Premises is generally depicted as follows:

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



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