

2017058592Official Records of Sonoma County
William F. Rousseau
07/28/2017 03:28 PM
CHRONOS TITLE INC.

LSE 8 Pgs

Fee: \$35.00

County Tax: \$1.10

**Recording Requested by &
WHEN RECORDED RETURN TO:**UPF Washington, Inc.
12410 E Mirabeau Pkwy, #100
Spokane Valley, WA 99216Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy
Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 103-050-003-000Prior recorded document(s) in Sonoma County, California:
January 27, 2003 at #2003016412**MEMORANDUM OF FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT**

This Memorandum of First Amendment to Communications Site Lease Agreement is made effective this 19 day of July, 2017 by and between MATTHEW HAGEMANN AND STEPHANIE HAGEMANN, husband and wife as community property (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Bruce and Pamela Hagemann ("Original Lessor") and Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Original Lessee") entered into a Communications Site Lease Agreement dated December 1, 2002, a memorandum of which was

Site Name: SF429 Hagemann Meat Compa
Business Unit #: 827748

1

Documentary Transfer Tax \$	<u>1.10</u>
<input checked="" type="checkbox"/> Computed on full value of property	
<input type="checkbox"/> Computed on full value less liens and encumbrances remaining at time of sale	
<input type="checkbox"/> Computed on full value of lease surpassing the 35 year term limit	
<input checked="" type="checkbox"/> Computed on leased area of the property	<u>>0.00%</u>
City of _____	Unincorporated <input checked="" type="checkbox"/>
Signature of Declarant or agent - Firm Name	

recorded on January 27, 2003 at Instrument No. 2003016412 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Sonoma County, California from Original Lessor (the "Premises"), all located within certain real property owned by Original Lessor ("Lessor's Property"). Lessor's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. Matthew Hagemann and Stephanie Hagemann are currently the collective Lessor under the Lease as the current owners of Lessor's Property, as more fully set forth in the Grant Deed recorded on March 17, 2017 at Instrument No. 2017021000 in the official records of Sonoma County, California.

3. T-Mobile West Tower LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

4. The Lease had an initial term that commenced on April 22, 2004 and expired on April 21, 2009. The Lease provides for five (5) extensions of five (5) years each, two (2) of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires April 21, 2034.

5. Lessor and Lessee have entered into a First Amendment to Communications Site Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for six (6) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on April 21, 2064.

6. By the First Amendment, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property, under the following terms:

If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not

imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Premises. If Lessor's notice covers portions of Lessor's Property beyond the Premises, Lessee may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

7. By the First Amendment, Lessor granted to Lessee the option to expand the Premises by up to an additional 3,000 square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the First Amendment.

8. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor hereby appoints Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

9. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

10. This Memorandum does not contain the social security number of any person.

11. A copy of the First Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:

MATTHEW HAGEMANN AND
STEPHANIE HAGEMANN, husband and
wife as community property

By: 

Print Name: Matthew Hagemann

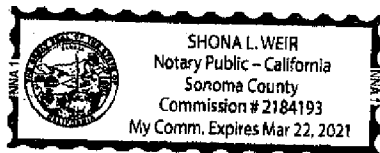
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF SONOMA)

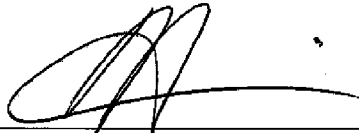
On July 11, 2017 before me, SHONA L. WEIR, Notary Public (here insert name of the officer), Notary Public, personally appeared MATTHEW HAGEMANN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the foregoing instrument and acknowledged to 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.



[Seal]



Signature of Notary Public

LESSOR:

MATTHEW HAGEMANN AND
STEPHANIE HAGEMANN, husband and
wife as community property

By: 

Print Name: Stephanie Hagemann

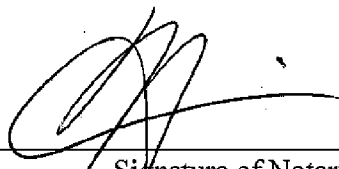
A notary public or other officer completing this certificate
verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the
truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SONOMA) ss:

On JULY 11, 2017 before me, SHONA L. WEIR, Notary Public (here insert
name of the officer), Notary Public, personally appeared STEPHANIE HAGEMANN, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to
the foregoing 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.

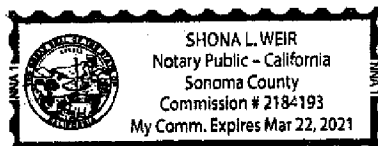
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

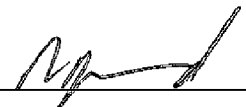
[Seal]



LESSEE:

T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company
Its: Attorney In Fact

By: 

Print Name Matthew Norwood

Title: Senior Transaction Manager


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.

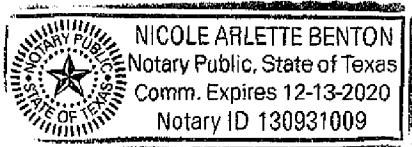
STATE OF Texas)
COUNTY OF Harris) ss:

On July 19, 2017 before me, Nicole Arlette Benton (here insert name of the officer), Notary Public, personally appeared Matthew Norwood, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the foregoing 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



[Seal]

EXHIBIT A
(Legal Description of Lessor's Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

COMMENCING at a post marked "A", standing at the point where the East line of the Bodega Rancho crosses The Bodega Highway from which a natural mound of rocks five feet high bears South $5\frac{1}{2}^{\circ}$ East, 2.43 chains; thence the bearings having reference to the magnetic meridian, South $68\frac{1}{2}^{\circ}$ West, 30.00 chains to a post marked "B", South $44\frac{1}{2}^{\circ}$ West, 9.00 chains to a post marked "C", South $42\frac{1}{2}^{\circ}$ West, 4.50 chains to a post marked "D", South $54\frac{1}{2}^{\circ}$ West, 17.60 chains to the Northeast corner of Columbus Carlton's tract; North 46° West, 14.80 chains; North $33\frac{1}{4}^{\circ}$ West, 15.87 chains; North 10° East, 13.23 chains; North $24\frac{1}{2}^{\circ}$ East, 4.81 chains; North $51\frac{3}{4}^{\circ}$ East, 5.00 chains; North 60° East, 3.00 chains; North $79\frac{1}{2}^{\circ}$ East, 6.25 chains; North 79° East, 3.20 chains; South $87\frac{1}{2}^{\circ}$ East, 4.78 chains; South $71\frac{1}{2}^{\circ}$ East, 4.43 chains; South $70\frac{1}{2}^{\circ}$ East, 6.07 chains; North $72\frac{1}{2}^{\circ}$ East 31.40 chains to the East line of the Bodega Rancho; South $16\frac{1}{2}^{\circ}$ East, on said East line of said Bodega Rancho 24.27 chains, to the point of beginning. Being a portion of the Bodega Rancho.

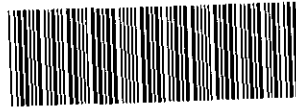
EXCEPTING THEREFROM all that portion thereof conveyed to the County of Sonoma by Deed dated July 7, 1954 and recorded on July 16, 1954 under Recorder's Serial No. E-25421, Book 1284 of Official Records, at page 90, Sonoma County Records.

RECORDING REQUESTED BY

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:

Cingular Wireless, LLC
4420 Rosewood Drive
Building 2, 3rd Floor
Pleasanton, CA 94588
Attn: Cingular Wireless Manager



NEW CENTURY TITLE CO.
01/27/2003 14:23 LSE
RECORDING FEE: 19.00

2003016412

OFFICIAL RECORDS OF
SONOMA COUNTY
EVE T. LEWIS

5



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

0202/363-DSC

Memorandum of Lease

THE SIGNER DECLARES

DOCUMENTARY TRANSFER TAX -0-

 X The Leasehold is less than 35 years

 There are no current leases on this property

 The Assignment of Lease is for a leases interest in
the leasehold

 Leases are unrecorded

 Lease(s) are recorded on: Book: Page:

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Cingular Wireless
4420 Rosewood Drive
Building 2, 3rd Floor
Pleasanton, California 94588

Attention: Cingular Wireless Property Manager

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of December 1, 2002, is between Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Lessee") whose address is 4420 Rosewood Drive, Building 2, 3rd Floor, Pleasanton, California 94588, and Bruce & Pamela Hagemann, Owners ("Lessor") whose address is 18401 Highway 1, Bodega Bay, California 94923.

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of December 1, 2002 covering certain premises ("Premises") situated on certain real property located in the City of Bodega Bay, County of Sonoma, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Sonoma County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise.** Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.
2. **Expiration Date.** The term of the Lease ("Term") is scheduled to commence with the issuance of a local building permit and shall expire Five (5) years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for Five (5) additional Terms of Five (5) years each.
3. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

(Signature Page Follows)

[Handwritten initials]
[Handwritten initials]
[Handwritten initials]
[Handwritten initials]

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

LESSEE: PACIFIC BELL WIRELESS, LLC,

By: GSM FACILITIES, LLC its
sole member

By: CINGULAR WIRELESS LLC
its agent

LESSOR: BRUCE HAGEMANN

DBA: HAGEMANN RANCH

By: Bruce Hagemann

Name: Bruce Hagemann

Title: Owner

Date: 12/13/02

LESSOR: PAMELA HAGEMANN

DBA: HAGEMANN RANCH

By: Pamela Hagemann

Name: Pamela Hagemann

Title: Owner

Date: 12/13/02

By: F. Kevin Flaherty
Name: F. KEVIN FLAHERTY
Title: DIRECTOR
Date: 1/9/03

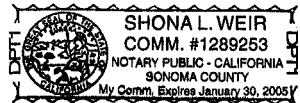
STATE OF CALIFORNIA)
COUNTY OF SONOMA)

On 12/13/02 before me, SHONA L. WEIR, a
Notary Public, personally appeared BRUCE HAGEMANN, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: [Signature]

(Seal)



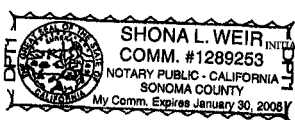
STATE OF CALIFORNIA)
COUNTY OF SONOMA)

On 12/13/02 before me, SHONA L. WEIR, NOTARY PUBLIC, a
Notary Public, personally appeared PAMELA HAGEMANN, personally known to me (or 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.

WITNESS my hand and official seal.

Signature: [Signature]

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Alameda

} ss.

On Jan. 9, 2003

Date

before me, Pauline Beth Haggerty

Name and Title of Officer (e.g., "Judge", "Notary Public")

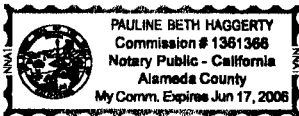
personally appeared F. Kevin Flaherty

Name(s) of Signer(s)

☒ personally known to me

☐ 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.



WITNESS my hand and official seal.

Pauline Beth Haggerty
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



DESCRIPTION

All that certain real property situated in the unincorporated area, County of Sonoma, State of California, described as follows:

FIRST PARCEL

COMMENCING at a post marked "A" standing at the point where the east line of the Bodega Rancho crosses said road, from which a natural mound of rocks, 5 feet high, bears South 5-1/2° East, 2.43 chains; thence the bearings having reference to the magnetic meridian, South 68-1/2° West, 30.00 chains to a post marked "B", South 44-1/2° West, 9.00 chains to a post marked "C", South 42-1/2° West, 4.50 chains to a post marked "D", South 54-1/2° West, 17.00 chains to the northeast corner of Columbus Carlton's tract; North 46° West, 14.80 chains; North 33-1/4° West, 15.07 chains, North 10° East, 13.23 chains; North 24-1/2° East, 4.81 chains; North 51-3/4° East, 5.00 chains; North 60° East, 3.00 chains; North 79-1/2° East, 6.25 chains; North 79° East, 3.20 chains; South 87-1/2° East, 4.78 chains; South 71-1/2° East, 4.43 chains; South 70-1/2° East, 6.07 chains; North 72-1/2° East, 31.40 chains to the east line of the Bodega Rancho; South 16-1/2° East on said east line of said Bodega Rancho, 24.27 chains to the point of beginning. Being a portion of the Bodega Rancho.

EXCEPTING THEREFROM all that portion thereof conveyed to the County of Sonoma, by Deed dated July 7, 1954 and recorded under Recorder's Serial No. E-25421, Sonoma County Records.

SECOND PARCEL

A NON-EXCLUSIVE EASEMENT for a water distribution system and appurtenances as granted to Bruce E. Hagemann and Pamela J. Hagemann, in the document entitled "Easement Agreement and Agreement to Share Operations, Maintenance and Repair Expenses", recorded November 4, 2002, under Document No. 2002170092, Sonoma County Records.

AP No. 103-050-003

EXHIBIT "A"

this page only

Niedermeyer, Jan

From: Don Lewis [dlewis@thealarisgroup.com]
Sent: Wednesday, May 12, 2004 12:59 PM
To: Jan Niedermeyer
Subject: FW: SF 429-02 Hagemann Ranch (monopole), 18401 Highway 1, Bodega Bay, CA (Low Risk)

-----Original Message-----

From: JACKSON, GWENDOLYN [mailto:Gwendolyn.Jackson2@cingular.com]
Sent: Thursday, July 31, 2003 6:24 AM
To: Petersen, Sandie
Cc: dlewis@thealarisgroup.com
Subject: SF 429-02 Hagemann Ranch (monopole), 18401 Highway 1, Bodega Bay, CA (Low Risk)

<< OLE_Obj >>

Internal Memorandum

TO: Sandie Petersen

FROM: Gwen Jackson

DATE: July 31, 2003

RE: Phase I ESA: SF 429-02 Hagemann Ranch (monopole), 18401 Highway 1, Bodega Bay, CA (Low Risk with Recommendations)

This memorandum confirms the receipt of an Phase I ESA prepared July 25, 2003 by Vertex

The proposed installation by Cingular Wireless will consist of antennas to be mounted on a newly constructed monopole at the site. Ground equipment will be located adjacent to the base of the monopole within an approximate 625 square foot area.

A concrete bunker is located on the larger site parcel, south of a small shed located adjacent to an existing utility pole with a transformer. According to Mr. Hagemann, the aboveground storage tanks (AST) have been removed from the concrete bunker.

Based upon the information presented in the Phase I ESA, the proposed site does not appear to contain any discernible environmentally hazardous materials and; therefore is considered a low risk. A request for further environmental investigation is not required at this site, you may proceed with this project.

Should you have any questions or need additional information, please contact me at 972-733-8365.

Environmental Management concurs with Vertex and recommends that the trenching for utility lines are planned so as to not intersect or run immediately adjacent to the concrete