

**FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**

This First Amendment to Communications Site Lease Agreement (the “**Amendment**”) is effective as of the date of execution by the last party to sign (the “**Effective Date**”) by and between the City of Arroyo Grande, a municipal corporation formed under the laws of the State of California (“**Lessor**”) and T-Mobile West LLC, a Delaware limited liability company (“**Lessee**”) (each a “**Party**”, or collectively, the “**Parties**”).

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Communications Site Lease Agreement dated January 14, 2004 (the “**Agreement**”) regarding the real property located at Branch Mill Road, Arroyo Grande, CA 93420, commonly known as the Reservoir 4 site.

For good and valuable consideration, Lessor and Lessee agree as follows:

1. The Agreement is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Agreement.
2. Paragraph 1 of the Agreement, “Premises,” is amended in its entirety as follows:

Lessor is the owner of a parcel of land (the “Land”) located on Branch Mill Road, Arroyo Grande, California, commonly known as the Reservoir 4 site. The Land is more particularly described in Exhibit A attached hereto and incorporated by reference herein. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately six hundred forty-five (645) square feet of the Land and all access and utility easements, if any (the “Premises”), described in Exhibit B, attached hereto and incorporated by reference herein.

3. Paragraph 4 of the Agreement, “Term,” is amended in its entirety as follows:

The term of this Agreement shall be seven (7) years commencing on the Effective Date of this Amendment (“Commencement Date”) and terminating on the seventh anniversary of the Commencement Date (the “Term”), unless otherwise terminated as provided in paragraph 10 of the Agreement. Lessee shall have the right to extend the Term for three (3) successive five (5) year periods (the “Renewal Terms”) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor in writing of its intention not to renew at least sixty (60) days prior to commencement of the succeeding Renewal Term.

4. Paragraph 5 of the Agreement, “Rent,” is amended in its entirety as follows:

- (a) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Three Thousand Two Hundred Thirty Dollars and Thirty-Four Cents (\$3,230.34)

per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at City of Arroyo Grande, 300 East Branch Street, Arroyo Grande, CA 93420; Attention Administrative Services Director.

- (b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous year during the initial Term and all Renewal Terms.
- (c) Rent payments made after the tenth (10<sup>th</sup>) day of any month will be considered delinquent, and shall accrue interest at the rate of ten percent (10%) per annum on the delinquent account. If the tenth (10<sup>th</sup>) day of the month is on a Saturday, Sunday, or holiday, then Lessee has until the next business day for the payment to be received by Lessor.

5. Paragraph 19 is hereby added to the Agreement as follows:

**Reservoir Maintenance.** Lessee recognizes that the primary function of the reservoir upon which some of Lessee's Facilities are located is to provide water storage for Lessor and its customers. Lessee understands that Lessor may find it necessary from time to time to interrupt Lessee's use of the Premises for maintenance or repair of the reservoir, and Lessor understands that Lessee's Facilities are operating 24 hours a day, seven days a week for first responders and other emergency services, including customer services. Lessor shall provide Lessee with at least thirty (30) days prior written notice for non-emergency maintenance and Lessee agrees to take the Lessee's Facilities out of service for a period not to exceed ten (10) days. If major maintenance and/or repair is required, Lessee agrees to remove Lessee's Facilities from the reservoir, provided that such removal shall not exceed a period of thirty (30) days. If Lessee is required to take Lessee's Facilities out of service or to remove Lessee's Facilities for any period, Lessee, at its sole cost and expense, may use a temporary transmission site or cell on wheels on the Land at a location sufficient to meet Lessee's cover or engineering needs and approved by Lessor. Rent shall be abated during any maintenance or repair period.

- 6. Within thirty (30) days of the full execution of this Agreement, Lessee shall pay to Lessor as additional consideration a one-time administrative fee of One Thousand Dollars (\$1,000) for City transactional costs associated with preparation and processing of this Agreement.
- 7. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/SV00424A

If to Lessor:

City of Arroyo Grande  
300 East Branch Street  
Arroyo Grande, CA 93420  
Attn: City Manager

8. Lessor will execute a Memorandum of Agreement at Lessee's request. If the Land is encumbered by a deed, mortgage, or other security interest, Lessor will also execute a subordination, non-disturbance, and attornment agreement.
9. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
10. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
11. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
12. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

*[Signatures on following page.]*

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**Lessor:**

**City of Arroyo Grande,  
a municipal corporation formed under the  
laws of the State of California**

By: \_\_\_\_\_  
Caren Ray Russom, Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Jessica Matson, City Clerk

Approved as to Form:

\_\_\_\_\_  
Timothy J. Carmel  
City Attorney

**Lessee:**

**T-Mobile West LLC,  
a Delaware limited liability company**

DocuSigned by:  
*Martha Ventura*  
By: \_\_\_\_\_  
08021B7B4F55420  
Print Name: Martha Ventura  
Title: Vice President  
Date: 8/25/2022

\_\_\_\_\_  
T-Mobile Contract Attorney  
as to form

**AJ** Digitally  
signed by AJ  
Date:  
2022.08.16  
08:38:02  
-04'00'



TMO Signatory Level : L04/L05

## EXHIBIT A

### LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

Lessor's Property (Land) of which Premises are a part is legally described as follows:

APN:  
007-611-016

All of that certain real property located in the County of San Luis Obispo, State of California, being more particularly described as follows:

THAT PORTION OF LOT 91 OF THE MAP OF THE RANCHOS CORRAL DE PIEDRA PISMO AND BOLSA DE CHEMISAL, IN THE CITY OF ARROYO GRANDE, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK A, PAGE 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO AMASA W. DIXSON RECORDED IN BOOK 15, PAGE 302 OF DEEDS, RECORDS OF SAID COUNTY, MARKED BY A POST SET BY A F. PARSONS IN FEBRUARY 1892, PRESENTLY MARKED BY AN 1 1/4 INCH DIAMETER PIPE TAGGED RCE 6923 AS SHOWN ON THE MAP FILED IN BOOK 8, PAGE 120 OF RECORD OF SURVEYS IN SAID COUNTY RECORDERS OFFICE.

THENCE NORTH 54° EAST 664.00 FEET TO A POINT, FROM WHICH THE MOST EASTERLY CORNER OF SAID LAND OF DIXSON BEARS NORTH 54° EAST 537.30 FEET, MORE OR LESS, MARKED BY A POST ESTABLISHED BY A.F. PARSONS, IN FEBRUARY, 1892, PRESENTLY MARKED AN OLD FENCE CORNER, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE AT RIGHT ANGLES SOUTH 36° EAST 240.00 FEET TO A POINT.

THENCE AT RIGHT ANGLES NORTH 54° EAST 272.00 FEET TO A POINT.

THENCE AT RIGHT ANGLES NORTH 36° WEST 240.00 FEET TO A POINT.

THENCE SOUTH 54° EAST 272.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 007-611-016

#### PARCEL B:

An easement over that portion of Lot 91 of the map of the Ranchos Corral de Piedra, Pismo and Bolsa de Chemisal, in the City of Arroyo Grande, County of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, for public utility purposes specifically including water transmission lines and access roads, together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission line

Beginning at an angle point in the Southerly right of way line of Branch Mill Road according to the deed to the County of San Luis Obispo from A. W. Dixon recorded in Book 88 of Deeds at Page 485 in said County Recorder's Office, which angle point is on the Northeasterly line of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, Records of said County, and said angle point being opposite that point noted as "station 40-22" (sic) which on the Northerly side of said road, also from said angle point an 1 1/4 inch diameter pipe tagged LS 3756 bears North 12° 45' 49" East 26.26 feet distant;

# EXHIBIT A

## LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

Thence along said Northeasterly line of the land of Dixon South 36° 58' East 31.00 feet to a point;

Thence leaving said line North 26° 28' 04" East 30.88 feet to a point on the Southerly right of way line of said Branch Mill Road from which the point of beginning bears South 84° 58' 42" West 32.49 feet distant. Thence along said right of way line South 84° 58' 42" West 32.49 feet to the Point of Beginning.

### PARCEL C:

An easement for public utility purposes specifically including water transmission lines and access roads together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission lines 10 feet wide over that portion of Lot 91 of the map of parts of the Rancho Corral de Piedra, Pismo and Bolsa de Chemisal, in the City of Arroyo Grande, County of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the most Southerly corner of Parcel V.A. described in the deed to Vernon L. Frederick and wife recorded in Book 1943, Page 993 of Official Records, in said County Recorder's Office, being recited as stake L' No. 1 therein:

Thence along the Southwesterly line of said Parcel V.A. North 34° 13' West 1496.48 feet, more or less, to the TRUE POINT OF BEGINNING, from which the most Southerly corner of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, records of said County bears North 34° 13' West 700.00 feet distant marked by a post established by A. F. Parsons in February, 1892, presently marked by a 1 1/4 inch diameter pipe tagged RCF 6923 as shown on the map filed in Book 8, Page 120 of Records of Survey in said County Recorder's Office.

Thence North 34° 13' West 700.00 feet to said most Southerly corner of the land of Dixon;

Thence North 54° East 664.00 feet to a point from which the most Easterly corner of said land of Dixon bears North 54° East 537.30 feet, more or less, marked by a post established by A. F. Parsons in February, 1892, presently marked by an old fence corner:

Thence at right angles South 36° East 10.00 feet to a point;

Thence at right angles South 54° West 654.11 feet to a line which is parallel with and distant 10.00 feet Northeasterly from said Southwesterly line of Parcel V.A.;

Thence along said parallel line South 34° 13' East 690.31 feet to a point from which the True Point of Beginning bears South 55° 47' West 10.00 feet distant:

Thence South 55° 47' West 10.00 feet to the True Point of Beginning.



## EXHIBIT A

### LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

**PARCEL D:**

An easement for public utility purposes specifically including water transmission lines and access roads, together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission lines over that portion of Lot 91 of the map of the Ranchos Corral de Piedra, Pismo and Dolan de Chemisal, in the City of Arroyo Grande, Co of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, included within a strip of land 25 feet wide lying 12.50 feet on each side of the following described centerline:

Beginning at the most Southerly corner of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, record of said County, marked by a post set by A. F. Parsons in February, 1892, presently marked by an 1 1/4 inch diameter pipe tagged RCE 6923 as shown on the map filed in Book 8, Page 120 of Records of Survey in said County Recorder's Office:

Thence North 54° East 478.52 feet to a point, from which the most Easterly corner of said land of Dixon bears North 54° East 722.78 feet more or less, marked by a post established by A. F. Parsons in February, 1892, presently marked by an old fence corner, said point being the TRUE POINT OF BEGINNING:

Thence South 44° 01' 08" West 77.44 feet to a point;

Thence continuing Southwesterly along a tangent curve concave Easterly with a radius of 70.00 feet through a central angle of 87° 36' 03" at an arc distance of 107.02 feet to a point;

Thence South 43° 34' 55" East 44.67 feet to a point;

Thence continuing Southeasterly along a tangent curve concave Northerly with a radius of 150.00 feet through a central angle of 117° 39' 57" at an arc distance of 308.05 feet to a point;

Thence North 13° 45' 08" East 95.33 feet to a point on the Southwest line of Parcel A herein described.

The sidelines of this easement shall be extended or shortened as necessary to terminate Northwesterly at the Southeasterly line of said land of Dixon and Southeasterly at the Southwesterly line of Parcel A herein described.

# EXHIBIT A

## LEGAL DESCRIPTION OF LESSOR'S PROPERTY (LAND)

### PARCEL E:

An easement for public utility purposes specifically including water transmission lines and access roads, together with all necessary appurtenances thereto both above and below ground level, including the right to improve, repair and maintain said roadway and water transmission lines over that portion of Lot 91 of the map of the Rancho Corral de Piedra, Pismo and Bolsa de Chemisal, in the City of Arroyo Grande, County of San Luis Obispo, State of California, as per map filed in Book A, Page 65 of Maps in the Office of the County Recorder of said County, included within a strip of land 20 feet wide lying 10.00 feet on each side of the following described centerline:

Beginning at the most Southerly corner of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, record of said County marked by a post set by A. F. Parsons in February, 1892 presently marked by a 1 1/4 inch diameter iron pipe tagged RCE 6923 as shown on the map filed in Book 8, Page 120 of Records of Survey in said County Recorder's Office;

Thence North 54° East 478.52 feet to a point, called herein, for convenience only, POINT A;

Thence continuing North 54° East 722.78 feet, more or less, to the most Easterly corner of said land of Dixon marked by a post set by A. F. Parsons in February, 1892, presently marked by an old fence corner;

Thence North 36°51'58" West 299.39 feet, more or less, to the TRUE POINT OF BEGINNING from which an angle point in the Southerly right of way line of Branch Mill Road described in the deed to the County of San Luis Obispo from A. W. Dixon recorded in Book 88 of Deeds at Page 485, records of said County bears North 36°51'58" West 19.62 feet distant, which angle point is on the Northeasterly line of the land described in the deed to Amasa W. Dixon recorded in Book 15, Page 302 of Deeds, Records of said County, and said angle point is opposite that point noted as "station 40-22" (sic) which is on the Northerly side of said road, also from said angle point an 1 inch diameter pipe tagged LS 3756 bears North 12°45'49" East 26.26 feet distant;

Thence crossing said land of Dixon along said centerline South 26° 28 04" West 6.40 feet to a point;

Thence continuing Southwesterly along a tangent curve concave Northwesterly with a radius of 250.00 feet through a central angle of 20° 20' 33" an arc distance of 88.76 feet to a point;

Thence South 46° 48' 37" West 46.83 feet to a point;

Thence South 39° 35' 30" West 87.75 feet to a point;

Thence South 42° 41' 35" West 64.91 feet to a point;



## EXHIBIT B

The Premises consist of those areas described/shown below and where Lessee's communications antennae, equipment, cables and utilities occupy Lessor's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Property.

