



Memo

To: Board of Directors
From: Karl Drew, General Manager
Date: December 11, 2015
Subject: Amendment to Lease Agreement, Brookside Tank Site

Attached is a copy of a request from American Tower Corporation (ATC) to amend the Lease Agreement for a cell tower at the Brookside Tank site.

The two one-year "option" periods expired on June 30, 2015. ATC would like to add another two-year option period to the agreement with a new expiration date of June 30, 2017. If the District agrees to the extension, ATC will make a one-time payment of \$2,000 for the two year extension. This is the same rate that was paid for the prior two years.

I have discussed this request with Attorney Van Blarcom and we both feel that the original agreement is a good arrangement for the District. It is our recommendation that the District accept the admendment and authorize the General Manager to sign the it on behalf of the District.



AMERICAN TOWER®
CORPORATION

November 12, 2015

Crestline Village Water District
777 Cottonwood Dr.
PO Box 3347
Crestline, CA 92325-3347
Attention: Karl B. Drew, General Manager

RE: Amendment to Lease Agreement, Site 280539, Brookline WT

Dear Mr. Karl Drew:

This letter is pursuant to that certain Lease Agreement, dated October 17, 2013 (as the same may have been amended and/or modified from time to time, collectively, the "Lease Agreement") between Crestline Village Water District and American Towers LLC ("American Tower").

American Tower is interested in amending the Lease Agreement to add an additional option period of two (2) years, and would like to offer you an additional payment of \$2000.00 pursuant to the Lease Agreement in exchange for this additional option period.

If you are amenable to executing the enclosed amendment, please sign three copies, have them notarized and then, return them in the enclosed mailer. Within thirty (30) days of full execution of the amendment, American Tower will issue you the option payment.

If you have any questions or would like to discuss this amendment prior to signing, please feel free to contact Erin Fischer Mendell at Erin.Mendell@americantower.com or 781.926.4765.

We look forward to many more years of working with you.

Best Regards,

Carol Maxime
Managing Attorney, US Tower Legal

Prepared by and Return To:
American Tower Corporation
Attn: Tower Development Legal
10 Presidential Way
Woburn, MA 01801
Site #: 280539
Site Name: Brookside WT CA

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), effective as of June 29, 2015 (the "Effective Date") by and between Crestline Village Water District, with a mailing address of 777 Cottonwood Dr., PO Box 3347, Crestline, CA 92325-3347, Attention: Karl B. Drew, General Manager ("Landlord"), and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801, Attention: Land Management ("American Tower"). Landlord and American Tower are collectively referred to as the "Parties").

WHEREAS, Landlord and American Tower entered into that certain Lease Agreement, dated October 17, 2013 (as the same may have been amended and/or modified from time to time, collectively, the "Lease Agreement"), as evidenced by that certain Memorandum of Lease, dated October 17, 2013 (the "Memorandum"); and

WHEREAS, the Parties desire to extend the Option Term, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises between the Parties and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Continuous Effect.** American Tower and Landlord hereby agree, confirm and ratify that (i) the Lease Agreement has been in full force and effect continuously since its execution on October 17, 2013 and (ii) this Amendment and the terms and provisions contained herein shall be and are effective and in full force and effect as of the Effective Date.

2. **Option Extension.** Pursuant to the Lease Agreement, the Option Period (including any Renewal Option Period(s)) is scheduled to expire on June 30 2015. The Parties hereby agree to extend the Option Period for one (1) additional period of two (2) years ("Extended Option Period").

3. **Extension Consideration.** In consideration for agreeing to the Extended Option Period which will commence on July 1, 2015 and will expire on June 30, 2017, American Tower will pay Landlord a one-time payment of Two Thousand and No/100 Dollars (\$2,000.00) within thirty (30) days of the latter of the signature dates set forth below.

4. **Ratification; Defined Terms.** Except as expressly amended or modified herein, all terms, conditions, provisions, covenants and agreements contained in the Lease Agreement and Memorandum are hereby ratified and confirmed in their entirety. Any defined or capitalized terms used but not otherwise defined in this Amendment shall have the same meanings ascribed to such terms in the Lease Agreement.

5. **Limited Representations and Warranties.** Each of Landlord and American Tower hereby represents and warrants to the other that, as of the Effective Date, there are no uncured defaults under the terms of the Lease Agreement and the Lease Agreement is in full force and effect.

6. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties hereto may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties hereto agrees that the delivery of this Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties hereto may use such electronic signatures as evidence of the execution and delivery of this Amendment by all Parties to the same extent as an original signature.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, each of Landlord and American Tower has executed, or caused to be executed, this Amendment as of the date set forth below its signature.

LANDLORD:

Crestline Village Water District

By: _____

Name:

Title:

Date: _____

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

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

[Affix Notary Seal]

Notary Public
My commission expires:

AMERICAN TOWER:

American Towers LLC, a Delaware limited liability company

By: _____

Name:

Title:

Date: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On the ____ day of _____, 201_, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were ***personally known***, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as _____, of American Towers LLC a Delaware limited liability company before me.

Notary Public

My Commission Expires: