



## *Memo*

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To: Board of Directors  
From: Karl B. Drew  
Date: May 12, 2017  
Subject: American Tower Corporation, Amendment to Lease Agreement, Brookside

The District entered into a Lease Agreement with American Towers Corporation on October 17, 2013. The lease agreement was effective from July 1, 2013. The lease agreement had two one-year option periods at the price of \$1,000 per year. The option period was extended for two years, effective July 1, 2015. The two-year extension is coming to an end and American Tower is requesting another two-year extension.

We asked them to increase the amount for the option period from \$1,000 per year to \$2,000. American Tower has agreed to the increased amount of \$4,000 for a two-year extension to the option period.

Attorney Ron Van Blarcom has reviewed the amendment and has no concerns about it.

We recommend that the Board approve the Second Amendment to the Lease Agreement and authorize the General Manager to sign the agreement on behalf of the District.

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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

## **SECOND AMENDMENT TO LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (this "Amendment") is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 last Renewal Option Period provided for in the Lease Agreement commenced on July 1, 2015 ; and

**WHEREAS**, the parties hereto desire to confirm that the Lease Agreement has remained continuously in full force and effect; and

**WHEREAS**, the parties hereto further desire to extend the Option Period.

**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 the Lease Agreement has been in full force and effect continuously since its execution on October 17, 2013 notwithstanding any apparent expiration of the Option Period.

2. **Option Extension.** Pursuant to the Lease Agreement, the Option Period (including any Renewal Option Period(s)) is scheduled to expire on June 30, 2017. Notwithstanding the foregoing, the Parties hereby agree to extend the Option Period for one (1) additional period of two (2) years (an "Extended Option Period").

3. **Extension Consideration.** In consideration for agreeing to the Extended Option Period, which will commence on July 1, 2017 and will expire on June 30, 2019 American Tower will pay Landlord a one-time payment of four thousand and No/100 Dollars (\$4,000.00) 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 date of its execution of this Amendment, 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: \_\_\_\_\_

[NOTARIAL ACKNOWLEDGEMENT ON THE NEXT PAGE]

## 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)

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: