SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors **AGENDA NO. V-E**

FROM: Steve Mack, General Manager

MEETING DATE: April 2, 2015

SUBJECT: DISCUSSION/ACTION RE APPROVAL OF RESOLUTION 15-07 AUTHORIZING EXECUTION OF A 40 YEAR LEASE EXTENSION WITH CROWN CASTLE FOR THE MT. JACKSON CELL TOWER PROPERTY

RECOMMENDED ACTION: Approve Resolution 15-07 which authorizes the General Manager to execute an extension of the lease of District property on Mt. Jackson for cell tower and other communication purposes,

FISCAL IMPACT: The lease will be extended until 2054 at the current rent with 3% annual escalators.

DISCUSSION:

The Mt Jackson cell tower site has an existing lease which terminates in December 2019 and for Fiscal Year 2015 provides the District with annual rent revenue of over $71,000. At the January Board meeting the Board approved a letter agreement setting out the terms of a 40 year lease extension with the current owner of the lease, Crown Castle. The letter outlined the key features that would be included in the proposed lease extension:

- Extends the lease for 7 five-year renewal terms with a termination date of December 31, 2054.
- $6,750.00 signing bonus if we meet the signing time deadlines (pays for most of the Consultant fee).
- 3% annual increase in rent.
- Right of first refusal if District decides to sell interest in lease to another party.
- Five-year termination fee - if Crown Castle terminated the lease prior to end of first 5-year period, Crown Castle owes District entire 5-year lease amount.
- District agrees to assist with improvements to property at no cost to District.
- All other terms of the existing lease remain in effect.

The Mt Jackson lease is an important source of revenue for the District. The rent the District receives and other terms of the lease are above the normal market value because this is a very good site. Extending the lease on the above proposed terms plus the existing terms is good value for the District.

Exhibit A is the lease extension executed by Crown Castle. This lease has been negotiated by Sunkay Associates and has had the review of District Counsel Robin Donoghue throughout the process.

Staff recommend approval of Resolution 15-07.

RESOLUTION 15-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING A FORTY YEAR EXTENSION OF THE LEASE WITH CROWN CASTLE FOR THE MT. JACKSON CELL TOWER SITE AND AUTHORIZING THE GENERAL MANAGER TO SIGN.

WHEREAS, Sweetwater Springs Water District (District) has an existing cell tower site lease with Crown Castle that Crown Castle has requested be extended; and

WHEREAS, consulting professional services Sunkay Associates have negotiated terms for a lease extension which are included in the attached lease Exhibit A; and

WHEREAS, the principal terms are extending the lease for 40 years (until 2054) at existing lease terms, with the exception that the annual rent increase will be a fixed 3% rather than the regional consumer price index which is the increase mechanism in the current lease; and:

WHEREAS, these terms are fair and results in continued important revenue to the District.

NOW, THEREFORE, BE IT RESOLVED, that the General Manager is authorized to execute said lease attached as Exhibit A.

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on April 2, 2015, by the following vote:

Director	Aye	No
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Victoria Wikle	_____	_____

_____
Gaylord Schaap
President of the Board of Directors

_____
Attest: Julie A. Kenny
Clerk of the Board of Directors

Exhibit A

FIRST AMENDMENT TO MT. JACKSON FACILITIES LEASE

THIS FIRST AMENDMENT TO MT. JACKSON FACILITIES LEASE (the "First Amendment") is made effective this ____ day of _____, 2015, by and between SWEETWATER SPRINGS WATER DISTRICT, a California public agency formed under California Water Code Section 3000 et seq. (hereinafter referred to as "Lessor") and CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and H-C-G Cablevision, Inc. ("Original Lessee") entered into a Mt. Jackson Facilities Lease dated January 1, 2000 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Sonoma County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, CCATT LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on January 1, 2000 and expired on December 31, 2004. The Lease provides for three extensions of five years each, all three of which were exercised by Lessee. According to the Lease, the final extension expires on December 31, 2019; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. Section 2 of the Lease is hereby deleted in its entirety and the following is inserted in its place:

> The initial term of this Lease shall be for a period of five (5) years commencing on January 1, 2000 ("Commencement Date") and expiring on December 31, 2004 (the "Initial Term"). At the conclusion of the Initial Term, Lessee shall be entitled to ten (10) extensions of five (5) years each, with the final lease extension expiring on December 31, 2054 (each extension is referred to as a "Renewal Term") on the same terms, covenants and conditions as are contained in the Lease. The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least sixty (60) days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised three (3) Renewal Terms, leaving a balance of seven (7) Renewal Terms.

3. Rent Escalation. Commencing on January 1, 2016 and every year thereafter (each an "Adjustment Date"), the monthly rent shall increase by an amount equal to three percent (3%) of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease, including the rent escalation in Section 3(b) of the Lease.

4. Early Termination. If at any time prior to February 29, 2020 (a) Lessee exercises its rights to terminate the Lease, or (b) Lessee elects not to renew the Lease, Lessee shall pay a termination fee ("Termination Fee") equal to the amount of rent that Lessee would have owed to Lessor under the Lease, as amended, between the date of such early termination or election not to renew, as the case may be, and February 29, 2020. The Termination Fee will be due and payable in the same manner and on the same dates as rent in accordance with Section 3 of the Lease. Notwithstanding the foregoing, Lessee will be released from any and all of its obligations under the Lease as of the effective date of such termination except for (i) its obligations to pay the Termination Fee pursuant to this Section 4, (ii) any provisions of the Lease, as amended, that expressly require Lessee's performance subsequent to the termination or expiration of the Lease,

and (iii) all other provisions of the Lease that state that they survive expiration or termination of the Lease. Lessee shall not be required to pay the Termination Fee if Lessee terminates the Lease due to a Lessor default.

5. Right of First Refusal. 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 (15) 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.

6. Consideration. In consideration for amending the Lease, and executing and delivering the signed First Amendment to Lessee within thirty (30) days of receipt of the executable documents, Lessee will pay Lessor Six Thousand Seven Hundred Fifty and 00/100

Dollars ($6,750.00) ("Expedite Fee"). Lessor understands time is of the essence and if the signed First Amendment is not delivered to Lessee within the foregoing 30-day time period, Lessor will forfeit the Expedite Fee. Lessor further agrees that if the First Amendment is not fully executed for any reason, the Expedite Fee will not be due or payable. The Expedite Fee is a one time payment and will be due and payable within sixty (60) days of full execution of this First Amendment.

7. Governmental Approvals. 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.

8. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

b) Except as expressly identified in this First Amendment, Lessor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

c) Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will

remove, subordinate, or satisfy any mortgages, deeds of trust, liens, or other encumbrances affecting the Premises.

d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Premises which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Premises.

e) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

9. Notices. Lessee's notice address as stated in Section 23 of the Lease is amended as follows:

If to Lessee:
CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

10. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee, but no more than once in a Renewal Term provided that Lessor's Property is not transferred. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. Letter Agreement. This First Amendment supersedes that certain Letter Agreement by and between Lessor and Lessee dated December 12, 2014, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control.

12. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

13. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease, including, without limitation, Section 30C respecting payment to Lessor of Net Rental Income from Future Users as defined therein, shall remain in full force and effect. If any portion of the Lease is inconsistent with this First Amendment, this First Amendment shall control.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:
SWEETWATER SPRINGS WATER DISTRICT, a California public agency formed under California Water Code Section 3000 et seq.

By: _____

Print Name: _____

Title: _____

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:
CCATT LLC, a Delaware limited liability company

By: _____

Print Name: Angela Siebe

Title: Director Land Acq. Ops

FIRST AMENDMENT TO
MT. JACKSON FACILITIES LEASE

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RECITALS

WHEREAS, Lessor and H-C-G Cablevision, Inc. ("Original Lessee") entered into a Mt. Jackson Facilities Lease dated January 1, 2000 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Sonoma County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, CCATT LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on January 1, 2000 and expired on December 31, 2004. The Lease provides for three extensions of five years each, all three of which were exercised by Lessee. According to the Lease, the final extension expires on December 31, 2019; and

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and (iii) all other provisions of the Lease that state that they survive expiration or termination of the Lease. Lessee shall not be required to pay the Termination Fee if Lessee terminates the Lease due to a Lessor default.

5. Right of First Refusal. 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 (15) 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.

6. Consideration. In consideration for amending the Lease, and executing and delivering the signed First Amendment to Lessee within thirty (30) days of receipt of the executable documents, Lessee will pay Lessor Six Thousand Seven Hundred Fifty and 00/100

Dollars ($6,750.00) ("Expedite Fee"). Lessor understands time is of the essence and if the signed First Amendment is not delivered to Lessee within the foregoing 30-day time period, Lessor will forfeit the Expedite Fee. Lessor further agrees that if the First Amendment is not fully executed for any reason, the Expedite Fee will not be due or payable. The Expedite Fee is a one time payment and will be due and payable within sixty (60) days of full execution of this First Amendment.

7. Governmental Approvals. 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.

8. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

b) Except as expressly identified in this First Amendment, Lessor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

c) Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will

remove, subordinate, or satisfy any mortgages, deeds of trust, liens, or other encumbrances affecting the Premises.

d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Premises which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Premises.

e) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

9. Notices. Lessee's notice address as stated in Section 23 of the Lease is amended as follows:

If to Lessee:
CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

10. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee, but no more than once in a Renewal Term provided that Lessor's Property is not transferred. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:
CCATT LLC, a Delaware limited liability company

By: _____

Print Name: Angela Siebe

Title: Director Land Acq. Ops

WHEN RECORDED RETURN TO:

Prepared 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. 069-060-041

Prior recorded document(s) in Sonoma County, California: None Known

MEMORANDUM OF FIRST AMENDMENT TO
MT. JACKSON FACILITIES LEASE

This Memorandum of First Amendment to Mt. Jackson Facilities Lease is made effective this _____ day of _____, 2015 by and between SWEETWATER SPRINGS WATER DISTRICT, a California public agency formed under California Water Code Section 3000 et seq. (hereinafter referred to as "Lessor") and CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Lessor and H-C-G Cablevision, Inc. ("Original Lessee") entered into a Mt. Jackson Facilities Lease dated January 1, 2000 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Sonoma County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor

Site Name: Mount Jackson
Business Unit #: 856159

Documentary Transfer Tax $ _____
_____ Computed on full value of property
_____ Computed on full value less liens and encumbrances remaining at time of sale
_____ Computed on full value of lease surpassing the 35 year term limit _____
_____ Computed on leased area of the property

_____
Signature of Declarant or agent – Firm Name

("Lessor's Property"). Lessor's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. CCATT LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

3. The Lease had an initial term that commenced on January 1, 2000 and expired on December 31, 2004. The Lease provides for three extensions of five years each, all three of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires December 31, 2019.

4. Lessor and Lessee have entered into a First Amendment to Mt. Jackson Facilities Lease (the "First Amendment"), of which this is a Memorandum, providing for seven additional Renewal Terms of five years each. Pursuant to the First Amendment, the final Renewal Term expires on December 31, 2054.

5. 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.

6. 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.

7. 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.

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

9. 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:
SWEETWATER SPRINGS WATER DISTRICT,
a California public agency formed under
California Water Code Section 3000 et seq.

By: _____

Print Name: _____

Title: _____

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 _____)
) ss:
COUNTY OF _____)

On _____, 2015 before me, _____ (here insert name of the officer), Notary Public, 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 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

[Seal]

LESSEE:
CCATT LLC, a Delaware limited liability company

By: _____

Print Name: Angela Siebe

Title: Director Land Acq. Ops

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)
) ss:
COUNTY OF HARRIS)

On March 26, 2015 before me, Carolyn T. Moores (here insert name of the officer), Notary Public, personally appeared ~~Lisa A. Sedgwick~~ ctm Angela Siebe, 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.

Carolyn T Moores
Signature of Notary Public

CAROLYN T MOORES
MY COMMISSION EXPIRES
August 26, 2017

[Seal]

EXHIBIT A
(Legal Description of Lessor's Property)

The real property situated in the County of Sonoma, State of California, described as follows:

The Southeast quarter (SE ¼) and the South half of the Northeast quarter (S ½ of NE ¼) of Section 16, T. 8 N., R. 10 W., M.D.B. & M.

Excepting therefrom all timber existing and future, upon said land as conveyed to Citizens Resources Co., by deed recorded December 3, 1971 in Book 2585 of Official Records, page 680, Sonoma County Records.

Also excepting therefrom all oil, gas, minerals and rock as conveyed to Citizens Resources Co., by Deed recorded December 3, 1971, in Book 2585 of Official Records, page 657, Sonoma County Records.

WHEN RECORDED RETURN TO:

Prepared 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. 069-060-041

Prior recorded document(s) in Sonoma County, California: None Known

MEMORANDUM OF FIRST AMENDMENT TO
MT. JACKSON FACILITIES LEASE

This Memorandum of First Amendment to Mt. Jackson Facilities Lease is made effective this _____ day of _____, 2015 by and between SWEETWATER SPRINGS WATER DISTRICT, a California public agency formed under California Water Code Section 3000 et seq. (hereinafter referred to as "Lessor") and CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Lessor and H-C-G Cablevision, Inc. ("Original Lessee") entered into a Mt. Jackson Facilities Lease dated January 1, 2000 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Sonoma County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor

Site Name: Mount Jackson
Business Unit #: 856159

Documentary Transfer Tax $ _____
_____ Computed on full value of property
_____ Computed on full value less liens and encumbrances remaining at time of sale
_____ Computed on full value of lease surpassing the 35 year term limit _____
_____ Computed on leased area of the property

_____
Signature of Declarant or agent – Firm Name

LESSEE:
CCATT LLC, a Delaware limited liability company

By: _____

Print Name: Angela Siebe

Title: Director Land Acq. Ops

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)
) ss:
COUNTY OF HARRIS)

On March 26, 2015 before me, Carolyn T. Moores (here insert name of the officer), Notary Public, personally appeared Angela Siebe, 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.

Carolyn T Moores
Signature of Notary Public

CAROLYN T MOORES
MY COMMISSION EXPIRES
August 26, 2017

[Seal]

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