

Location of Leased Premises

SEIGLER MOUNTAIN
LAKE COUNTY

Agency: Department of Forestry & Fire Protection

Real Property No.: 9123

COMMUNICATIONS VAULT LEASE**Amendment No. One to Lease L-1793**

LESSEE: COUNTY OF LAKE

AMENDMENT NO. ONE

This Amendment No. One to Lease L-1793 (hereinafter "Amendment"), dated for reference purposes only December 10, 2018 is made and entered into by and between the State of California at the direction and with the consent of the Department of Forestry and Fire Protection (CAL FIRE), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as STATE and County of Lake, hereinafter referred to as LESSEE.

RECITALS

WHEREAS, STATE and LESSEE hereto entered into that certain Lease dated August 25, 1999, for the Premises as described in the Witnesseth and Recitals clauses of the Lease as Seigler Mountain located at the state-leased telecommunications facility in Lake County, California; and

WHEREAS, LESSEE desires to modify and reduce its equipment as described in Radio Vault Space Application (TD-312) submitted by LESSEE on September 14, 2018 and approved by California Office of Emergency Services - Public Safety Communications (CAL OES - PSC) on November 8, 2018.

NOW, THEREFORE, it is mutually agreed between the parties hereto, that effective October 3, 2018, the Lease shall be amended as follows:

WITNESSETH

1. **PARAGRAPHS 1 and 2, "USE" OF LEASE L-1793**, shall be deleted in its entirety and replaced by the following:
 1. State does hereby lease to Lessee and Lessee does hereby hire from State radio equipment rack space, antenna ports, more particularly described in State's attached "Radio Vault Space Application" (State Form TD-312) dated September 14, 2018 and approved by the California Office of Emergency Services - Public Safety Communications (CAL OES - PSC), effective November 8, 2018 consisting of twenty-three (23) pages, attached hereto and incorporated by reference herein as Exhibit "One", hereinafter called Premises.
 2. The leased Premises shall be used during the term hereof solely and only for the purpose of operating and maintaining a telecommunications broadcast/receiver/repeater facility as described in Lessee's "Radio Vault Space Application" (State Form TD-312) marked Exhibit "One", and all facilities necessary thereto and such other transmitting and receiving equipment as State may from time to time consent to in writing and for no other purpose or purposes whatsoever. All leases shall comply with standards as shown in Exhibit "One".

- (a.) Lessee shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the Premises.
- (b.) The Lessee shall not be responsible in any manner for the maintenance and repair of the equipment of the State, or its political subdivisions within the facilities provided by the State.

2. **PARAGRAPH 4, "RENT"**, shall be amended with the RENT SCHEDULE as shown below due to the reduction in Vault Rack Space such that only the top 2/3 of Rack Space #7 will now be under lease:

RENT SCHEDULE

<u>Period</u>	<u>Term</u>	<u>Yearly Due Date</u>	<u>Rent Payable to DGS</u>	<u>Maintenance and Utilities Payable to CALFIRE</u>
PRO-RATED CURRENT YEAR	Oct. 3, 2018 – June 30, 2019	Oct. 3, 2018	\$1,692.18	\$1,692.18
REMAINING TERM	July 1, 2019 – June 30, 2020	July 1, 2019	\$2,348.06	\$2,348.06
	July 1, 2020 – June 30, 2021	July 1, 2020	\$2,430.25	\$2,430.25
	July 1, 2021 – June 30, 2022	July 1, 2021	\$2,515.30	\$2,515.30
	July 1, 2022 – June 30, 2023	July 1, 2022	\$2,603.34	\$2,603.34
	July 1, 2023 – June 30, 2024	July 1, 2023	\$2,694.46	\$2,694.46
	July 1, 2024 – June 30, 2025	July 1, 2024	\$2,788.76	\$2,788.76
	July 1, 2025 – June 30, 2026	July 1, 2025	\$2,886.37	\$2,886.37
	July 1, 2026 – June 30, 2027	July 1, 2026	\$2,987.39	\$2,987.39
	July 1, 2027 – June 30, 2028	July 1, 2027	\$3,091.95	\$3,091.95
PRO-RATED	July 1, 2028 – Sept. 30, 2028	July 1, 2028	\$ 800.04	\$ 800.04

3. Except as expressly amended herein, all of the terms and conditions of said Lease shall remain unchanged and in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Amendment and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Amendment, as long as the original signatures will follow in the mail.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, this Amendment No. One to Lease L-1793 has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA

LESSEE:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

COUNTY OF LAKE

By: _____
TONY PSIHOPAIDAS, Assistant Chief
State Owned Leasing and Development

By: _____
TINA SCOTT, Chair
Lake County Board of Supervisors

EXECUTED DATE: _____

CONSENT:

ATTEST:

DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By: _____
JAMES DEGRAFF
Real Property Manager
Technical Services

By: _____
CAROL J. HUCHINGSON
Clerk of the Board

RECOMMENDED FOR APPROVAL:

DEPARTMENT OF GENERAL SERVICES
Real Estate Services Division

By: _____
DEBORAH MAC MILLAN
Senior Real Estate Officer
State Owned Leasing and Development