

Project: Rincon Peak Second Amendment
Ventura APN: 060-0-030-040 (Portion)
Folio: 002989

SECOND AMENDMENT TO
RINCON PEAK COMMUNICATION FACILITY LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE RINCON PEAK COMMUNICATION FACILITY LEASE AGREEMENT ("Second Amendment") is made by and between

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

and

COAST RANCH FAMILY, LLC, a California limited liability company, hereinafter referred to as "LESSOR"

with reference to the following:

WHEREAS, COUNTY currently operates and maintains a wireless communication network inside and outside the boundaries of Santa Barbara County; and

WHEREAS, LESSOR is the owner of that certain real property known as Ventura County Assessor's Parcel Number 060-0-030-040, which is located near Rincon Peak and shown on Attachment A hereto and incorporated herein by reference ("Property"); and

WHEREAS, COUNTY and LESSOR's predecessor in interest, Coast Ranch Family Partnership, a California limited partnership, entered into that certain Rincon Peak Communication Facility Lease dated September 12, 1995, as amended by that certain First Amendment to Rincon Peak Communication Facility Lease dated December 12, 1995 (as so amended, the "Agreement"); and

WHEREAS, LESSOR's predecessor in interest, Coast Ranch Family Partnership, a California limited partnership, merged with and into LESSOR, as evidenced by that certain Certificate of Merger filed with the California Secretary of State on March 2, 1999, such that COUNTY and LESSOR are parties to the Agreement; and

WHEREAS, under the Agreement, COUNTY has been leasing from LESSOR and using an approximately 2,500 square-foot portion of the Property for the purpose of a communications facility ("Facility") as depicted on Exhibit A page 3 and legally described in Exhibit B page 1 of the Agreement ("Site"). The COUNTY wishes to expand the area of the Property leased by COUNTY to include an additional 1,500-square-foot area that is adjacent to the current Site; and

WHEREAS, the LESSOR and COUNTY desire to further amend the Agreement by extending the term of the Agreement through August 31, 2045; and

WHEREAS, the LESSOR and COUNTY desire to further amend the amount of rent paid by COUNTY to LESSOR.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions contained herein, LESSOR and COUNTY agree as to amend the Agreement as follows:

1. Section 2. **LEASED PROPERTY**: of the Agreement is hereby amended by retaining Section 2 language in its entirety and adding a second paragraph to read as follows:

“An additional 1,500 square-foot area depicted as the cross hatched area on Exhibit “C” attached hereto and incorporated herein (hereafter the Additional Area”) is added to the Site. The Site together with the adjacent Addition Area collectively, the “2023–Site” depicted as the vertically hatched area on Exhibit “D,” attached hereto and incorporated herein by reference as of September 1, 2023. The total area of the 2023–Site Leased by LESSOR to COUNTY is now approximately 4,000 square feet.”

2. The Agreement is hereby amended by adding a new Exhibit C to the Agreement in the form attached hereto as Exhibit C and incorporated herein by reference.

3. The Agreement is hereby amended by adding a new Exhibit D to the Agreement in the form attached hereto as Exhibit D and incorporated herein by reference.

4. Section 5 of the Agreement is hereby amended by retaining Section 5 language in its entirety with the exception that the current Section 5 paragraph shall become a second paragraph. The beginning of the first sentence of the first paragraph which currently reads:

“The term of this agreement is for a period of five . . . ”

Shall be revised to read:

“Whereas, the term of this agreement was for a period of five . . . ”

The newly added first paragraph of Section 5 to read:

“**5. TERM**: The amended term of this Agreement shall be extended for a period of twenty (20) years from September 1, 2025 through August 31, 2045 (“Extension Period”), unless earlier terminated in accordance with the provisions of this Agreement.”

5. Section 6 of the Agreement is hereby amended by retaining Section 6 language in its entirety with the exception of Section 6 first paragraph to become the second paragraph and adding a first paragraph to read as follows:

“**6. RENT**: From the period of September 1, 2023 through December 31, 2023, the monthly rent shall be in the amount of FIVE THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS AND TWELVE CENTS (\$5,267.12). From January 1, 2024 to August 31, 2025 the monthly rent shall be in the amount of SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$7,500). Thereafter, the amount of monthly rent payable hereunder shall be subject to increase by four percent (4%) annually one year after the commencement of the Extension Period. As additional consideration, COUNTY agrees to replace, or have replaced, the existing security gate with a tubular steel farm gate, the design of which shall be submitted for LESSOR’S approval, which approval shall not be unreasonably withheld.”

Except as set forth in Sections 1 through 4, above, this Second Amendment shall not modify or change any of the provisions of the Agreement, and the parties hereto and thereto are bound by the provisions of the Agreement, as amended herein.

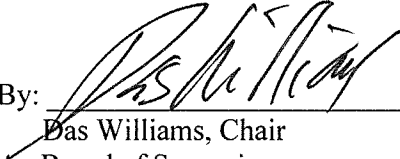
(LESSOR and COUNTY signatures appear on the following page)

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IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Second Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by both of the parties hereto.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

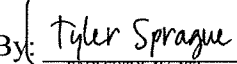
By: 
Das Williams, Chair
Board of Supervisors

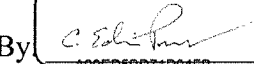
By: 
Sheila De La Guerra, Deputy Clerk

Dated: 12-12-23

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

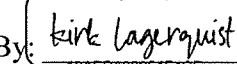
APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

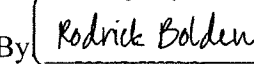
DocuSigned by:
By: 
Tyler Sprague
Deputy County Counsel

DocuSigned by:
By: 
C. Edwin Price, Jr
Deputy Auditor-Controller

APPROVED AS TO CONTENT:
REAL PROPERTY DIVISION

APPROVED AS TO CONTENT:

DocuSigned by:
By: 
Kirk A. Lagerquist, Director
General Services Department

DocuSigned by:
By: 
Rodrick Bolden
Communications Manager

(LESSOR signatures appear on the previous page)

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IN WITNESS WHEREOF, LESSOR and COUNTY have executed this Second Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by both of the parties hereto.

“LESSOR”
COAST RANCH FAMILY, LLC
COAST RANCH FAMILY, LLC, a
California limited liability company

By: Andrea H. Pfister

By: _____
Gregory H. Smith

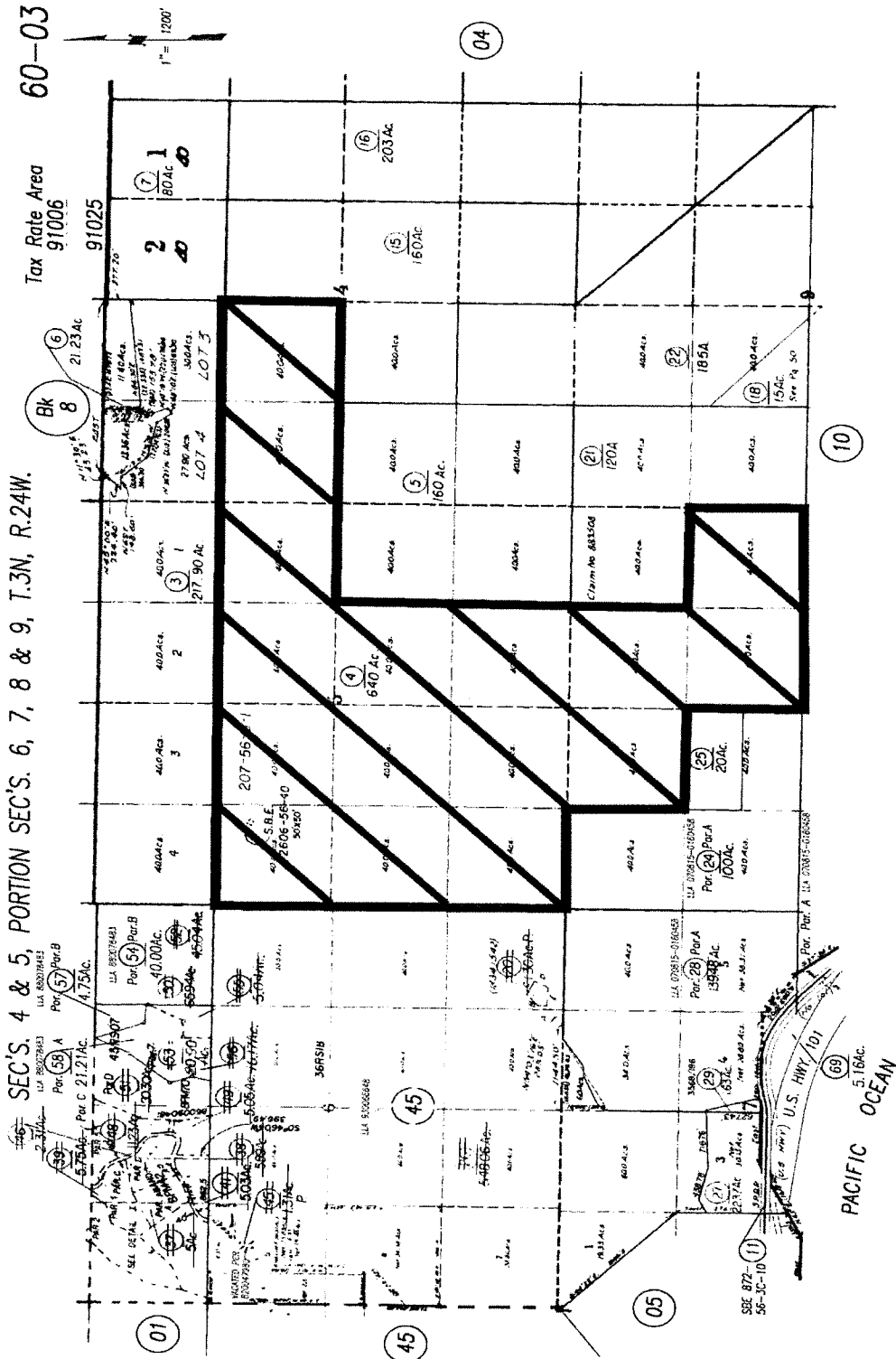
By: _____
Jeffrey P. Smith

By: _____
Katherine Russell Enright

(COUNTY signatures appear on the following page)

Attachment A

Property
Ventura County Assessor's Parcel Number. 060-0-030-040



Ventura County Assessor's Map.
Assessor's Book Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Mineral Numbers Shown in Squares.

DRAWN	REVISED	5-5-2010
PREPARED	CREATED	
INKED	PLOTTED EFFECTIVE	ROLL

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK PLANNING DIVISION RECORDS.

Exhibit C

Additional Area

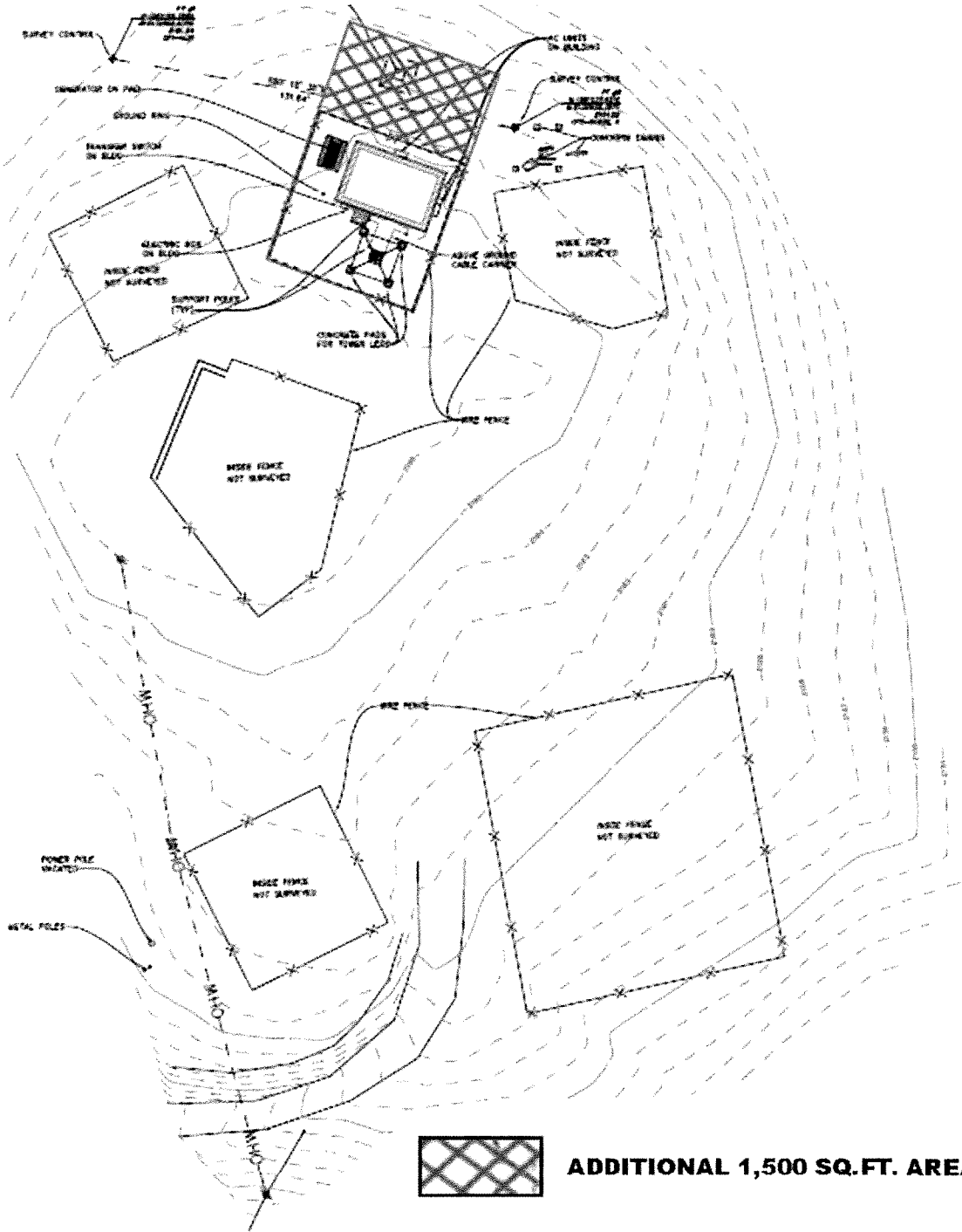


Exhibit D

September 1, 2023
2023-Site Leased Area

