

# **Attachment 1**

## **ATTACHMENT 1**

**Eighth Amendment to Lease Agreement**

**Sentinel Peak Resources California LLC.**

**Harris Grade PSRN Communication Site**

Project: Harris Grade Communication Site  
APN: 099-010-056 (Portion)  
Folio: 00940  
Project Mgr: JC

## **EIGHTH AMENDMENT TO THE LEASE AGREEMENT**

This **EIGHTH AMENDMENT TO THE LEASE AGREEMENT** (“Amendment”), is made effective September 1, 2025, by and between **SENTINEL PEAK RESOURCES CALIFORNIA LLC**, a Delaware limited liability company, (“Lessor”), and **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, (“Lessee”).

### **RECITALS**

- A. Lessor and Lessee are parties to that certain Lease Agreement by and between Union Oil Company of California, a California corporation d/b/a Unocal, and County of Santa Barbara on July 31, 1975, and subsequent amendments 1 through 6 with Nuevo Energy Company, A Delaware corporation, as successor in interest to Union Oil Company of California dated November 11, 1985, May 23, 1988, December 18, 1990, February 2, 1993, September 26, 1995, November 7, 2000 and subsequent Amendment Seven with Plains Exploration & Production Company, a Delaware Corporation, as successor in interest to Nuevo Energy Company, a Delaware Corporation, dated May 7, 2010, granting Lessee the use of a portion of property know as Santa Barbara County Assessor Parcel Number 099-010-056 for the purpose of a microwave and or UHF radio facility and related operations (the “Lease”); and
- B. Plains Exploration & Production Company, a Delaware corporation, is a successor in interest pursuant to a merger with Nuevo Energy Company, a Delaware corporation dated May 14, 2004; and
- C. Freeport-McMoRan Oil & Gas LLC, a Delaware limited liability company, is a successor in interest pursuant to merger with Plains Exploration & Production, a Delaware corporation, dated June 27, 2013; and
- D. Sentinel Peak Resources California LLC, a Delaware limited liability company, is a successor in interest pursuant to a Purchase and Sale Agreement with Freeport-McMoRan Oil & Gas LLC, a Delaware limited liability company, dated October 14, 2016.
- E. Lessor and Lessee desire to amend the Lease pursuant to the terms herein.

### **AGREEMENT**

1. Section 1, **TERM** is deleted in its entirety and replaced with the following:

“Term: The term of this Lease shall be for a period of ten (10) years, commencing September 1, 2025, and expiring on August 31, 2035, subject to any extensions in accordance with Section 2 of this Amendment.”

2. Section 2, **OPTION TO EXTEND BASIC TERM** is deleted in its entirety and replaced with the following:

“Option to Extend Term: Lessee, provided it has given Lessor at least ninety (90) days’ written notice prior to the expiration of the current term, shall have the right and option to extend the term of the Lease for two additional five (5) year periods, as follows:

2.1 Renewal Option #1 – 5 years, September 1, 2035 through August 31, 2040

2.2 Renewal Option #2 – 5 years, September 1, 2040 through August 31, 2045.”

3. Section 3, **RENTAL** is hereby deleted in its entirety and replaced with the following

“Rental: Lessee shall pay Lessor as a rental for said premises for the period commencing September 1, 2025, and ending August 31, 2026 THREE THOUSAND SEVEN HUNDRED EIGHTY-TWO AND 66/100 DOLLARS (\$3,782.66) per month. Rental for the remainder of the term and any extension periods shall increase annually by 2%, except with regards to Renewal Option #2

At least six (6) months prior to September 1, 2040, Lessor shall notify Lessee of Lessor’s proposed fair market rent, based on Lessor’s assessment of available data on rents for comparable transmitter sites/facilities similar in size and location. Rent is based on the value of the transmitter facility and not the land. Should Lessee exercise Renewal Option #2, the rent for the first year of the five-year term, September 1, 2040 through August 31, 2041, shall be adjusted to reflect Lessor’s proposed fair market rent and shall increase annually by 2% thereafter.”

4. Section 13, **TERMINATION BY LESSEE** is amended to add the following provision

Termination by Lessor: Lessor, at any time and in its sole discretion, may terminate this Lease by Lessor giving Lessee six (6) months’ written notice

5. Section 18, **NOTICES** is hereby amended to state that notices should be addressed:

If to Lessor: Sentinel Peak Resource California  
Attn: Land Department  
1200 Discovery Dr., Suite 500  
Bakersfield, CA 93309  
e-mail: mgodley@sentinelpeakresources.com  
Telephone: (661) 395-5253

If to COUNTY: Santa Barbara County Information Technology Dept  
105 E. Anapamu Street, Ste. 304  
Santa Barbara, CA 93101  
Attn: ITD Finance Manager  
e-mail: itdfinance@countyofsb.org  
Telephone: (805) 568-2650

and: Santa Barbara County Radio Shop  
4568 Calle Real, Bldg. C  
Santa Barbara, CA 93110  
Attn: ITD Network & Communications Division Manager  
e-mail: [rbolden@countyofsb.org](mailto:rbolden@countyofsb.org)  
Telephone: (805) 681-5581

with a copy to: County of Santa Barbara  
General Services Real Property Division  
260 N. San Antonio Rd.  
Santa Barbara, CA 93110  
Attn: Real Property Manager  
e-mail: [realproperty@countyofsb.org](mailto:realproperty@countyofsb.org)  
Telephone: (805) 568-3070

6. The Lease is hereby amended to add Exhibit B - Lessor's Environmental, Health and Safety Protocols, attached hereto and incorporated herein.
7. Facsimile/Electronically Transmitted Signatures: In the event that the parties hereto utilize electronically transmitted documents which include electronically generated signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing the electronic signatures name and title are provided directly below the electronic signature,  
In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission.
8. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original of this Amendment, and which together will constitute one and the same instrument. When executed in counterparts, no Party will be bound to this Amendment unless and until all Parties have executed and delivered to each of the other Parties an executed counterpart.

**SIGNATURES ON THE FOLLOWING PAGE**

Project: Harris Grade Communication Site  
APN: 099-010-056 (Portion)  
Folio: 00940  
Project Mgr: JC

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Eighth Amendment to the Lease Agreement by the respective authorized officers as set forth below.

**“LESSOR”**

Sentinel Peak Resource California LLC, a Delaware limited liability company

By: \_\_\_\_\_  
George B. Paspalof  
Executive Vice President

Date: \_\_\_\_\_

**LESSEE SIGNATURES ON FOLLOWING PAGE**

Project: Harris Grade Communication Site  
APN: 099-010-056 (Portion)  
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**“Lessee”**  
COUNTY OF SANTA BARBARA, a political  
subdivision of the State of California

ATTEST  
MONA MIYASATO  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Sheila De La Guerra  
Deputy Clerk

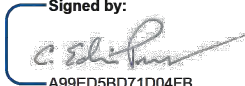
By: \_\_\_\_\_  
Bob Nelson  
Chair, Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:  
  
By: \_\_\_\_\_  
Tyler Sprague  
Deputy County Counsel


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

Signed by:  
  
By: \_\_\_\_\_  
C. Edwin Price, Jr.  
Deputy Auditor-Controller

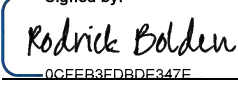
APPROVED GENERAL SERVICES  
REAL PROPERTY DIVISION

Signed by:  
  
By: \_\_\_\_\_  
Cody Bowden  
Real Property Manager


APPROVED AS TO FORM:  
CEO/RISK MANAGEMENT

Signed by:  
  
By: \_\_\_\_\_  
Greg Milligan  
Risk Manager

RECOMMEND FOR APPROVAL:  
INFORMATION TECHNOLOGY

Signed by:  
  
By: \_\_\_\_\_  
Rodrick Bolden  
Network and Communications Manager

APPROVED:  
INFORMATION TECHNOLOGY

DocuSigned by:  
  
By: \_\_\_\_\_  
Chris Chirgwin  
Chief Information Officer

## EXHIBIT "B"

### ENVIRONMENTAL, HEALTH AND SAFETY PROTOCOLS

Lessee, its successors, assigns and Representatives (collectively "Lessee"), shall comply with the following Environmental, Health and Safety Protocols (the "Protocols") when entering onto the Lessor's Property.

These Protocols may be changed from time to time at the sole discretion of Lessor, and Lessor shall notify Lessee in writing of any such changes promptly after they are adopted. It is Lessee's responsibility to develop and implement a program to comply with the Protocols. Lessee's compliance with the Protocols in no way alters Lessee's liability and indemnity obligations under the License.

#### 1. RESPONSIBILITY FOR COMPLIANCE

Lessee shall communicate these Protocols to all of its Representatives prior to their entering onto Lessor's Property. Lessee may be asked to provide written documentation of its fulfillment of this responsibility.

#### 2. ENVIRONMENTAL, HEALTH AND SAFETY PROTECTION ORIENTATION

Prior to entering onto the Lessor's Property, Lessee may be required to participate in a safety and environmental protection orientation with Lessor's designated representative to discuss the Protocols and any applicable emergency procedures. All Representatives prior to their entering onto Lessor's Property must go through Applicable Training.

#### 3. SECURITY REQUIREMENTS

Lessor will advise Lessee of security requirements imposed at Lessor's facilities and while accessing the Lessor's Property. Lessee shall comply and shall cause its Representatives to comply with all security requirements. If access involves entering unmanned gates, gates shall be kept closed and/or locked, as appropriate, after use.

#### 4. PERSONAL PROTECTIVE EQUIPMENT

4.1 Lessee shall provide personnel with all needed safety equipment including respiratory, hearing, eye, foot, hand and head protection, and sufficient beverages to prevent dehydration.

4.2 If the Lessor's Property that Lessee is entering is an active oil and/or gas field, Lessee shall wear appropriate personal protective equipment including, but not limited to, an active individual hydrogen sulfide detector, steel-toed safety shoes, hard hats, safety glasses with side shields, fire retardant clothing, and additional personal protective equipment (e.g. fall protection, hearing protection, respiratory protection, face shields, hand protection, snake chaps) as may be required by the nature of the work or by applicable law.

Lessee shall provide all its Representatives with an active individual hydrogen sulfide detector, after instructing its Representatives in its use. Hydrogen sulfide detector shall always be worn in the

breathing zone. Lessee's Representatives shall immediately leave any such area and notify Lessor if 5 parts per million hydrogen sulfide or higher concentration is detected by the detector.

## 5. INCIDENT REPORTING

Lessee shall promptly send to Lessor's designated representative copies of all governmental health, environmental or safety citations against Lessee issued while on the Lessor's Property. All injuries to personnel, including first aid, must be immediately reported to Lessor's EH&S Company Representative.

## 6. ENVIRONMENTAL PROTECTION

6.1 Waste. Lessee shall properly dispose of any accumulated rubbish and waste materials in a manner compliant with all laws and regulations, and in a manner so as not to cause damage to wildlife, streambeds, sensitive species habitat, and other natural resources. In particular, all food wastes shall be efficiently contained and removed from the Lessor's Property so as not to pose an attraction to scavenging wildlife. Lessee shall be responsible for initiating and completing any cleanup or remediation immediately upon completion of access activities.

6.2 Discharges. Lessee shall not discharge water, sediment, sludge, drilling mud, oil, solvents, chemicals, etc. to water bodies or to land.

6.3 Cultural Resources. Lessee shall protect historic, cultural, archeological and paleontological resources found on the Lessor's Property from damage or disturbance.

6.4 Environmental Regulation. Lessee shall comply with all federal, state and local laws, rules, regulations, agency policies and guidance documents relating to pollution or protection of the public health and the environment including, but not limited to, the emission, discharge, release, manufacture, processing, distribution, use, treatment, handling, storage, disposal, or transportation of substances, materials, pollutants, contaminants, chemical, solid waste, and/or hazardous substances. Laws and regulations with which Lessee shall comply include but are not limited to: California Code of Regulations; California Public Resources Code; California Health & Safety Code; California Civil Code; National Environmental Policy Act; Federal Endangered Species Act; Migratory Bird Treaty Act; Bald and Golden Eagle Protection Act; Clean Water Act; California Endangered Species Act; California State Fish and Game Code; Porter-Cologne Water Quality Control Act; California Native Plant Protection Act; California Environmental Quality Act; California Government Code; California Water Code; Resource Conservation Recovery Act; Comprehensive Environmental Response Compensation and Liability Act; Federal Water Pollution Control Act; Safe Drinking Water Act; Toxic Substances Control Act; Emergency Planning and Community Right to Know Act of 1986; Occupational Safety and Health Act; Pollution Prevention Act of 1990; Oil Pollution Act of 1990; Clean Air Act and local APCD regulations promulgated pursuant thereto and under California laws; Hazardous Materials Transportation Act; all county ordinances and plans; any other laws similar to those listed above; and any amendments to any of the foregoing.

6.5 Portable Equipment. Lessee shall comply with the Air Pollution Control District's / Air Quality Management District's rules and regulations regarding permitting of portable equipment brought onto the Lessor's Property. Lessee is responsible for determining which of its equipment qualifies for permitting.

6.6 Drip and Spill Containment. Lessee shall ensure that equipment brought onto the Lessor's Property be equipped with drip pans or similar types of containment devices where there is a potential for drips or leaks. Where leaks do occur, attempts must be made to eliminate them by improved maintenance practices. Drip pans must be checked and emptied regularly and the contents disposed of according to the applicable regulatory requirements.

6.7 Spill Reporting. All spills from any type of equipment shall be reported immediately, without compromising the safety of responders, first to the Lessor's EH&S Company Representative, and to the appropriate agencies.

6.8 Container Handling and Disposal. All containers of chemicals or products, shall be properly labeled and marked indicating the contents.

6.9 Biological Protection. Lessee shall ensure that all of its Representatives entering the Lessor's Property are aware that the Lessor's Property may contain populations of wildlife and state and federal protected plant and animal species, and that Lessor is committed to protecting not only species individuals, but also their habitat. Lessee shall ensure that the following measures are adhered to on the Lessor's Property.

(A) Fire. Lessee shall take appropriate precautions to prevent uncontrolled fires. If the Lessor's Property is impacted by a fire event caused by an intentional or negligent act of the Lessee, the Lessee shall be obligated to report the fire immediately to the Lessor's designated representative then revegetate the entire burn area pursuant to the currently accepted agency restoration standards and to complete any other remediation or restoration required under applicable laws or regulations.

(B) Herbicides and Pesticides. The use of herbicides and pesticides shall be restricted to those approved in writing by the CDFW. Only companies with a valid Qualified Applicator Certificate from the State of California Department of Pesticide Regulation can apply herbicides and only in accordance with existing laws and manufacturers' instructions. All herbicide chemicals used must be registered for use in the U.S. and California, must have a label certifying that the Federal Environmental Protection Agency and the California Department of Pesticide Regulation have approved the herbicide for use, must be on the County Ag Commissioner's list of approved herbicides, and comply with any other applicable state and federal laws and regulations. No rodenticides shall be used on the Lessor's Property.

(C) Invasive weeds. All vehicles and equipment with visible dirt and material shall be cleaned by Lessee prior to entering the Lessor's Property and Lessee shall ensure that all vehicles and equipment are weed free. No vehicle washing or discharge to land will occur on the Lessor's Property.

(D) Roadways. Vehicle travel shall be limited to existing disturbed roadways. Driving off existing roads, widening roads, or other impacts to vegetation or burrows occurring adjacent to existing roads is prohibited.

(E) Drainages / Streambeds. No vehicles or equipment of any kind can be parked or placed within waters of the State, waters of the United States, sensitive natural communities, wetland, and riparian habitat. No impacts to waters of the State, waters of the United States, sensitive natural communities, wetland and riparian habitat shall occur unless the activity is specifically authorized by the issuance of permits or approvals as required by state and federal law. All permits must be submitted to Lessor for review and approval prior to initiating any permitted activities.

(F) Escape Ramps. All open trenches or excavations shall be covered at the end of each workday or protected with the use of exclusion fencing and trenching to prevent wildlife entrapment. If an excavation is too large to cover, escape ramps shall be installed at an incline ratio of not greater than 2:1 every 500 feet. All trenches shall be inspected for the presence of wildlife each day prior to the commencement of work. If a suspected endangered species, including but not limited to blunt-nosed leopard lizards, is observed within 300 feet of any work site, then work will cease and Lessor's Representative will be immediately notified and the U.S. Fish & Wildlife Service and California Fish & Wildlife Service shall be consulted to determine what additional measures would be necessary to prevent take of this species.

(G) Birds. Lessee shall comply with the Department of the Interior's guidance of the Migratory Bird Treaty Act as well as any applicable state laws and regulations.

(H) Surveys and Studies. If Lessee's activities under the License might cause any impact to the habitat of state and federally protected species, then Lessee shall take all actions necessary to protect such species as required by state and federal law. Lessee shall obtain a biological survey prior to the start of any ground disturbing construction activities, including off road driving, site preparation, etc., that will result in impacts to or the removal of vegetation and small mammal burrows on the Lessor's Property. All pipeline installation and maintenance activities will require pre-activity surveys (including a 250' buffer) by a qualified biologist covering all pipeline work locations, staging areas, and road crossings. Pre-activity surveys will include recommendations for wildlife and streambed avoidance; the streambed (state water) will be spanned and impacts to the bed and banks of the streambed avoided. In addition, a detailed map (including dimensions) showing pipeline rights-of-way, equipment staging areas, road crossings, streambed crossing, and all other work areas must be submitted to Lessor prior to any work on the Lessor's Property. 48 hours prior to commencing work on the Lessor's Property, Lessee shall notify the Lessor's Environmental Field Specialist of work that will be completed and its duration.

(I) Reporting. Lessee will be responsible for reporting and supplying Lessor with survey results for Lessor's review prior to construction activities. All survey reports will include coordinates and maps showing observation locations of species listed as threatened or endangered under state or federal Endangered Species Acts ; species proposed for listing as threatened or endangered under state or federal Endangered Species Acts; fish and wildlife species designated as fully protected under the California Fish and Game Code; fish and wildlife species designated by California Dept of Fish & Wildlife as California Species of Special Concern; rare plants listed under the California Native Plant Protection Act, and plant species designated by California Dept of Fish & Wildlife and the California Native Plant Society as 1a, 1b, or 2. All survey reports and permits must be supplied to Lessor's Natural Resource Specialist for review prior to construction activities. All reports must include a resource map and coordinates of any threatened or protected species observed during surveys.

(J) Worker Environmental Awareness Training. Lessee shall train all employees, contractors and agents involved in the construction, operation and maintenance of the Facilities in the recognition and protection of state and federal protected species prior to entering upon the Property.

(K) Firearms. The possession or use of firearms is prohibited

(L) Alcohol and Drugs. The possession and or use of alcohol and drugs are prohibited.

(M) Smoking. Smoking shall be confined to designated smoking areas free of vegetation and a minimum of 50 feet away from wells. A "butt" receptacle shall be provided and utilized to designate the smoking area.

**7. BARRICADES, OPEN HOLES, AND HAZARDS**

7.1 Lessee shall assure that all ditches, holes, excavations, overhead work, etc. are properly barricaded, and where necessary, provided with warning lights.

7.2 Upon completion of entry activities, Lessee shall review the site to determine that hazards related to the entry activity have been removed.

**8. TRAFFIC AND VEHICLES**

8.1 Lessee is obligated to ensure that all vehicles and equipment entering onto the Lessor's Property are maintained in safe operating condition and that operators are properly qualified, licensed and/or certified.

**8.2 Driver Responsibilities**

(A) Vehicles shall only be used for the purpose for which they were designed.

(B) Drivers shall operate their equipment in accordance with the law and maintain a valid driver's license. Drivers are personally responsible for the consequences of violations.

(C) Drivers shall ensure that vehicles are parked so as not to obstruct other vehicles or traffic. First move forward parking will be practiced at all possible applications. No off-road travel is allowed in areas where vegetation is present; vehicles must remain on marked roads free of vegetation or in approved project areas that have been surveyed and determined by a qualified biologist not to support protected species.

(D) Drivers and all the passengers shall have their seat belts fastened whenever a motor vehicle is in motion. The driver is responsible for the passengers' seat belts being fastened.

(E) Speed limits are 25 mph on all roads unless posted differently.

(F) Cell phone, two-way radio usage, and other electronic communication devices are not allowed while vehicle is in motion.

END OF EXHIBIT B