

## Third Amendment to Lease

This Third Amendment to Lease is entered into as of October 10, 2015, between Hicks Family Limited Partnership, "Lessor" and COUNTY OF TULARE, hereinafter referred to as "Lessee" with reference to the following:

A. The Parties entered into Tulare County Agreement No. 778 on July 8, 1958, pertaining to the lease of real property as described in paragraph 1 of the lease agreement dated July 8, 1958 in the County of Tulare, State of California.

B. On July 10, 1983, County exercised its option to extend the term for an additional 25 years.

C. The lease expired on July 10, 2008 and went into a month to month status.

D. On May 12, 2009 the lease was extended at which time a rental adjustment and a rental escalator were included. The lease expired on July 10, 2010 and went into a month to month status.

E. Said parties now desire to further amend said lease and include: 1) Rental adjustment; 2) Extend the agreement for 25 years; 3) Construct a tower and install security fencing; 4) Acknowledge that a portion of LESSEE tower will be constructed outside of the original leased site due to encroachment of Sothern California Edison (SCE) utility pole; 5) Remove the provision of the first option to purchase the leasehold premises by Lessee.

### ACCORDINGLY IT IS AGREED:

1. Lease Term : Lessor leases to Lessee and Lessee leases from Lessor the real property described in the lease. The term for this Third Amendment to lease shall commence upon approval by the Board and shall expire twenty five (25) years thereafter. Rents shall be prorated for any partial month at the rate of 1/30<sup>th</sup> of the monthly rent per day.

2. Base Monthly Rent. Lessee shall pay Lessor monthly rent without deduction, set-off, prior notice or demand of one thousand and eighty-four dollars (\$1084.00) payable in advance on the first day of each month, commencing on the date the term commences, and continuing during the term.

3. Annual Adjustment. Rent shall be increased 3% annually effective on the anniversary date of the first day of the first whole month following commencement of the rent increase.

4. Construction of Tower. Lessee shall construct on the Property, as depicted in Exhibit A, a 160 foot communications tower. Lessee shall cause the Tower to



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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

HICKS FAMILY LIMITED  
PARTNERSHIP

LESSOR

Date: 10-16-15

By:   
Larry Hicks, Partner

Date: 10-10-15

By:   
Lloyd L. Hicks, Partner

Note: Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

COUNTY OF TULARE

LESSEE

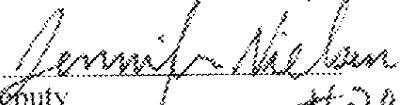
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU  
County Administrative Officer/  
Clerk of the Board of Supervisors

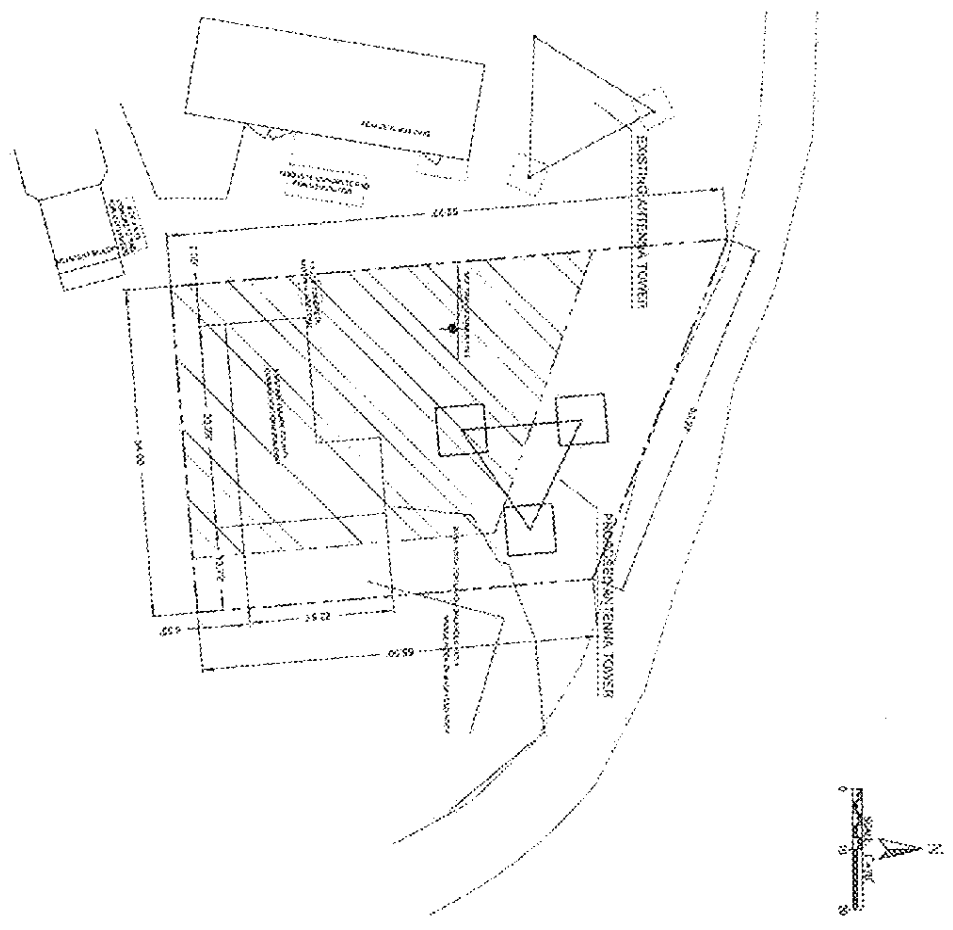
By: \_\_\_\_\_  
Deputy

Approved as to form: County Counsel

By:   
Deputy #20151675

# Exhibit A

## Blue Ridge Communication Site



01.11.10