

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN

COUNTY OF TULARE AND PALOMA DEVELOPMENT CO., INC

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") made this _____ day of _____, 2019 by and between the COUNTY OF TULARE, a political subdivision of the State of California (the "**County**") and PALOMA DEVELOPMENT CO., INC, a California Corporation (the "**Lessee**" and together with Lessor, the "**Parties**" or, individually, the "**Party**"),

WITNESSETH

Whereas, the Parties heretofore entered into Tulare County Agreement No. 28923 for the lease of 2.26 acres of Assessor's Parcel Nos 087-460-008 and 087-460-007 on November 6, 2018.

Whereas, said lease agreement provides the Lessee a six (6) month Inspection Period to create a Parcel Map, subject to County approval. Approval thereof provides the Lessee the option to begin the Development and Use Period which triggers the commencement of the annual rent due, SEVENTY-FIVE THOUSANDS DOLLARS (\$75,000). If no Parcel Map is approved at the end of the six (6) month Inspection Period, or May 5, 2019, the lease agreement would automatically terminate.

Whereas, Lessee has requested a three (3) month extension of the Inspection Period in order to complete lease negotiations with their prospective tenants, and County wishes to avoid the automatic termination clause present in the current Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph **1.2 Inspection Period** of Tulare County Agreement No. 28923 is amended in part to read as follows: The Inspection Period is hereby extended three (3) months, for a total Inspection Period of nine (9) months and will therefore expire on August 5, 2019 and be subject to the termination of this Lease Agreement, upon County's sole discretion with written notice to Lessee, subject to the provisions of Section 21 hereof.

Except as amended, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

[The remainder of this page is intentionally blank. Signature Page to Follow]

IN WITNESS THEREOF, the Parties have executed this Lease by the respective duly authorized officers of the undersigned as of the date first written above.

LESSOR

COUNTY OF TULARE

Date: _____

By: _____
Chairman, Board of Supervisors

LESSEE

PALOMA DEVELOPMENTCO., INC.

Date: 4/10/19


By: 
John Harvey May, CEO/CFO

[Note: Corporations Code §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. Similarly, pursuant to California Corporations Code section §17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the article of organization stating that the LLC is managed by only one manager]

ATTEST: JASON T. BRITT
County Administrative Officer/
Clerk of the Board of Supervisors]

By: _____
Deputy Clerk

Approved as to form:
County Counsel

By: 
Deputy County Counsel, Matter ID 2019655