

AMENDMENT TO LEASE

This Amendment to Lease is entered into as of _____, 2013, between DAVID and CAROL CAIRNS and AUBREY A. MAURITSON, referred to as "LESSOR" and the COUNTY OF TULARE, referred to as LESSEE, who agrees as follows:

- A. The Parties have heretofore entered into Tulare County Agreement No. 16275 on June 25, 1991, pertaining to the lease of suitable communication vault space in the buildings currently used for such purposes on Case Mountain.
- B. Aubrey A. Mauritson, also known as Aubrey A. Cairns, now has vested interest in the Case Mountain properties. Lessor is requesting that her name be added to the amendment.
- C. Both parties agree to a monthly rate increase of \$200.00 per month for a monthly amount of \$1188.00 per month.
- D. The initial lease term was for twenty-five (25) years, with an option to extend the lease for an additional twenty-five (25) years, under the same terms and conditions. Both parties now desire to extend the term for an additional twenty-five (25) years and include one (1) additional twenty-five (25) year option.

ACCORDINGLY IT IS AGREED:

1. Paragraph 2 of Tulare County Agreement No. 16275 is amended as of the date this amendment to lease is entered into to read as follows:
TERM: The term shall commence on the date first entered above and shall expire twenty-five (25) years from said date. LESSEE shall have the option and right to renew this lease for an additional term of twenty-five (25) years upon the same terms and conditions by serving a notice of exercise of the option to renew on LESSOR 30 days prior to the expiration date.
2. Paragraph 3 of Tulare County Agreement No. 16275 is amended, in part, as of the date this amendment to lease is entered into to read as follows: **RENT:** LESSEE shall pay to LESSOR monthly rent, without deduction, setoff, prior notice, or demand, the sum of \$1,188.00 per month commencing April 1, 2013.
3. Paragraph 24 of Tulare County Agreement No. 16275 is amended, in full, as of the date this amendment to lease is entered into to read as follows: **INSURANCE:** LESSOR acknowledges and agrees that COUNTY is a self-insured entity, and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Prior to approval of this Agreement by COUNTY, LESSOR shall file with the Clerk of the


Board of Supervisors evidence of the required insurance as set forth in Exhibit A attached.

- 4. Paragraph 28 of Tulare County Agreement No. 16275 is added as of the date of this amendment to lease is entered into to read as follows: Aubrey A. Mauritson, also known as Aubrey A. Cairns, now has vested interest in the Case Mountain properties and shall be included as a party in the lease agreement with Lessee.
- 5. All other terms and conditions of said Agreement No. 16275 shall remain in full force and effect.

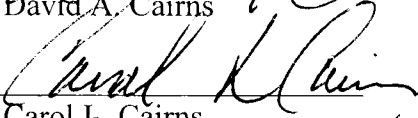
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below:

LESSOR:

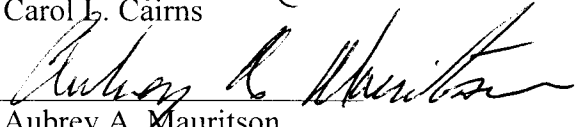
Date: 7/22/2013

By 
David A. Cairns

Date: 7/22/2013

By 
Carol J. Cairns

Date: 7/22/2013

By 
Aubrey A. Mauritson

**LESSEE:
County of Tulare**

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

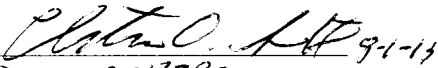
By 
Deputy 2013790

Exhibit A

DAVID AND CAROL CAIRNS AND AUBREY A. MAURITSON COUNTY AS LESSEE INSURANCE REQUIREMENTS

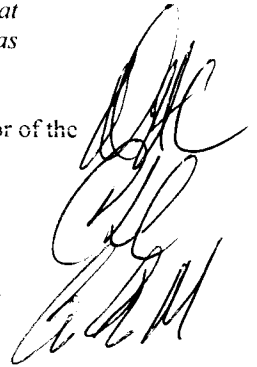
LESSOR shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LESSOR, his agents, representatives, employees and contractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance against all risks of loss (special form) on all real property being leased, that the LESSOR owns including improvements and betterment. Limits of replacement cost with 90% coinsurance provision.

B. Specific Provisions of the Certificate

1. The General Liability and Comprehensive Automobile Liability policies must contain the following provisions. LESSOR will provide endorsements reflecting the following requirements:
 - a. *The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership maintenance or use of that part of the premises leased to the COUNTY.*
 - b. *The LESSOR's insurance coverage shall be primary insurance as respects the County, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, agents, officials, employees or volunteers shall be excess of the LESSOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the County.*
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the LESSOR, its employees, agents and subcontractors:
 - a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the LESSOR, its employees, agents and subcontractors. LESSOR waives all rights against the County and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*



C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LESSOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

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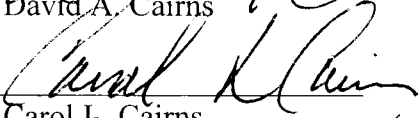
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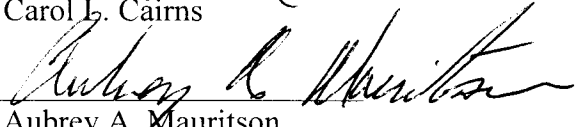
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Date: _____

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ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/
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By _____
Deputy

Approved as to form: County Counsel

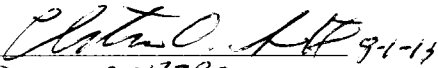
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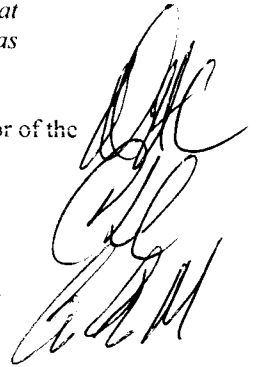
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