

**FIRST AMENDMENT TO GROUND LEASE AGREEMENT**  
**FIRE AUTHORITY PALOMAR MOUNTAIN**  
**21610 CRESTLINE ROAD, PALOMAR MOUNTAIN**  
**COUNTY CONTRACT NO. 553057**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into by and between PALOMAR MOUNTAIN VOLUNTEER FIRE DEPARTMENT, a California non-profit corporation ("Lessor"), and the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County"), with reference to the following facts:

**RECITALS**

A. Lessor and County are parties to that certain Ground Lease Agreement ("Lease") dated December 17, 2015, identified as County of San Diego Contract No. 553057, for the lease of a 3.29-acre parcel of land and existing structures, also known as Assessor Parcel Number 135-040-83, located at 21610 Crestline Road, Palomar Mountain, California, for a fire station site and uses related to providing public fire protection, rescue, medical aid and ambulance services.

B. The parties hereto are desirous of amending said Lease to provide for removal of certain existing structures and construction of new improvements on the Premises by County, and revise Lessor's insurance obligations, as set forth below.

NOW, THEREFORE, incorporating the above recitals and in consideration of the mutual promises contained herein, the parties agree to amend and supplement the Lease as follows:

**1. AMENDMENT OF LEASE**

1.1 A new Section 5.3 entitled "Improvements" shall be added to the Lease to read in its entirety as follows:

"5.3 Improvements. County shall, at its sole cost and expense, construct improvements ("Improvements") on the Premises, as shown on the Site Plan attached as Exhibit "C" hereto. Said Improvements include, but are not limited to; 1) constructing a new approximately 2,000-square-foot living-quarters building where the existing modular structure

was located; 2) constructing new ADA compliant restroom(s) in the existing community building; 3) grading and installing two new guest parking spaces (1 standard, and 1 ADA-compliant) and four new standard parking spaces for staff on the site; 4) widening and paving the existing fire truck access driveway at east side of the existing apparatus bay; 5) constructing a retaining wall as required for said access driveway; and 6) installing an emergency generator

Lessor shall remove the existing modular structure prior to the start of the construction of the Improvements described in this Section. Additionally, Lessor consents to the removal of the existing oak tree located near the existing modular structure, at no cost to Lessor, prior to the start of construction of the Improvements described in this Section.

Once construction of the Improvements is complete, the term "Premises" shall include the "Improvements." County shall be responsible for all maintenance and repairs of said Improvements throughout the Term, as set forth in Section 5.2 "Maintenance and Repair" of the Lease. Improvements installed by County shall be and remain the property of County. County shall have the right to remove its Improvements prior to the expiration or earlier termination of this Lease at its sole cost and expense, provided that any damage to Lessor's property is repaired. At the option of County, upon the expiration or earlier termination of the Lease, County may abandon said Improvements in place and said Improvements will become the property of Lessor."

1.2 A new Section 5.4, entitled "Alterations by County", shall be added to the Lease to read in its entirety as follows:

"5.4 Alterations by County. In addition to the Improvements set forth in Section 5.3 "Improvements" above, County, at its own expense, may make any and all alterations or improvements, or install any furniture, fixtures, or equipment necessary or desirable for its intended use of the Premises, provided, however, County may not make any structural alterations, HVAC alterations, or any other alterations in excess of \$7,500, without Lessor's prior consent. Any fixtures or improvements installed by County shall be and remain the property of County. County shall have the right to remove its fixtures and improvements prior to the expiration or earlier termination of this Lease at its sole cost and expense, provided that any damage to Lessor's property is repaired. At the option of County, upon the expiration or earlier termination of the Lease, County may abandon said fixtures and improvements in place and said



fixtures and improvements will become the property of Lessor."

1.3 Section 8.1 of the Lease entitled "Lessor's Insurance Obligations" is hereby deleted in its entirety and replaced with the following:

"8.1 Lessor's Insurance Obligations. Without limiting Lessor's indemnification obligations to County under this Lease, Lessor shall provide and maintain, during the Term and for such other period as may be required herein, insurance in the amounts and forms specified in Exhibit B "Insurance" of the Lease attached hereto. Lessor shall provide to County, prior to each annual renewal period, quotes from at least two (2) State-licensed insurance companies for the insurance premium for the following 12-month policy period. County shall pay the amount of the lowest insurance premium directly to the within 30-days of receiving the quote."

## 2. EFFECT OF AMENDMENT

Except as hereinabove amended, the Lease shall remain in full force and effect. In the event of a conflict between the provisions of the Lease and those of this First Amendment, this First Amendment shall control. Lessor and County have executed this First Amendment to Lease as of the day and year written below. This First Amendment to Lease shall be effective after it is approved and authorized by the County's Board of Supervisors and upon as of the date of its execution by the Director, Department of General Services, of the County of San Diego.

LESSOR

PALOMAR MOUNTAIN VOLUNTER FIRE  
DEPARTMENT, a California non-profit corporation

Dated: 3-22-18

By: Cathy L. Kellogg

Title: President, PALOMAR MOUNTAIN BOARD OF DIRECTORS

COUNTY OF SAN DIEGO, a political subdivision  
of the State of California

Dated: 3/27/18

By: [Signature]  
for MARKO MEDVED, P.E., CEM  
Director, Department of General Services

