RECORDING REQUESTED BY:)
COUNTY OF HUMBOLDT)
)
AND WHEN RECORDED RETURN TO:)
STRADLING YOCCA CARLSON & RAUTH)
660 Newport Center Drive, Suite 1600)
Newport Beach, California 92660)
Attn: Lawrence Chan, Esq.)

[Space Above for Recorder's use.]

FIRST AMENDMENT TO SITE LEASE

by and between

COUNTY OF HUMBOLDT,

as Lessor,

and

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION,
as Lessee

Dated as of September 1, 2020 and amended hereby as of July 26, 2024

Relating to:

COUNTY OF HUMBOLDT
(2020 INTERIM LEASE FINANCING PROGRAM)

NO DOCUMENTARY TRANSFER TAX DUE. This First Amendment to Site Lease is recorded for the benefit of the County of Humboldt and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and the recording is fee-exempt under Section 27383 of the California Government Code. Lease term less than 35 years.
APNs: 001-191-003-000; 001-191-004-000; 001-212-010-000; 001-212-013-000; 030-011-003-000; 030-021-003-000

TABLE OF CONTENTS

Page

1. Definitions 2
2. Addition to Leased Property 2
3. Effectiveness of First Amendment to Site Lease 2
4. Survival of Original Site Lease 2
5. Owner in Fee 2
6. Partial Invalidity 2
7. Section Headings 2
8. Execution 2

Signatures S-1

EXHIBIT A LEGAL DESCRIPTION A-1
EXHIBIT B SITE LEASE SUPPLEMENT B-1

FIRST AMENDMENT TO SITE LEASE

THIS SITE LEASE (2020 INTERIM LEASE FINANCING PROGRAM), dated as of July 26, 2024 (the "First Amendment to Site Lease"), is by and between the COUNTY OF HUMBOLDT, a political subdivision duly organized and existing under the laws of the State of California (the "County"), as lessor, and the HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as lessee, and amends, in part, that certain Site Lease between the County and the Corporation, dated as of September 1, 2020, and recorded in the official records of the County on September 30, 2020, as Document No. 2020-017356 (the "Original Site Lease" and together with this First Amendment to Site Lease, the "Site Lease");

W I T N E S S E T H:

WHEREAS, the Corporation has been established to assist the County in the financing of public capital improvements to be owned by the County; and

WHEREAS, the County may enter into leases and agreements relating to real property and facilities and improvements to be used by the County; and

WHEREAS, to provide financing for the construction and equipping of certain capital projects of the County (collectively, the "Project"), as described in that certain Lease Agreement dated as of September 1, 2020, entered into by and between the Corporation and the County (the "Lease Agreement"), the County has leased the real property legally described in Exhibit A to the Original Site Lease (the "Existing Leased Premises") to the Corporation and the Corporation has leased the Existing Leased Premises back to the County pursuant to the Lease Agreement; and

WHEREAS, the Corporation and the Treasurer-Tax Collector of the County, acting on behalf of the Humboldt County Treasury Pool (the "Assignee") entered into an Assignment and Purchase Agreement dated as of September 1, 2020 (the "Assignment Agreement"), pursuant to which the Assignee has agreed to pay consideration in an amount sufficient to provide for the financing of the Project and payment of certain costs incurred by the County in connection with such financing in an amount up to $40,000,000; and

WHEREAS, the County, the Corporation and the Assignee desire to increase the amount the Assignee will agree to pay in consideration for the financing of the Project from $40,000,000 to $60,000,000 and in connection therewith, amend the Original Site Lease and the Lease Agreement, to add to the Existing Leased Premises, certain additional real property described herein (together with the Existing Leased Premises, the "Leased Premises" as shown in Exhibit A hereto); and

WHEREAS, pursuant to Section 19 of the Original Site Lease, the Original Site Lease may be amended in writing provided that the Assignee shall have consented to such amendment; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Amendment to Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. Definitions. Except as otherwise defined herein or unless the context otherwise requires, the capitalized terms used herein shall have the meanings ascribed to such terms in the Original Site Lease.

2. Addition to Existing Leased Premises. The County has previously leased to the Corporation the Existing Leased Premises and now desires to lease additional real property to the Corporation pursuant to the terms of the Original Site Lease, which additional real property is described in Exhibit A hereto. On and after the effective date of this First Amendment to Site Lease as set forth in Section 3 below, Exhibit A to the Original Site Lease is amended in its entirety to include all of the real property set forth in Exhibit A hereto and the Leased Premises shall consist of all of the real property included in Exhibit A hereto.

3. Effectiveness of First Amendment to Site Lease. This First Amendment to Site Lease shall be effective on July 26, 2024.

4. Survival of Original Site Lease. Except as otherwise amended hereby, the Original Site Lease shall remain in full force and effect.

5. Owner in Fee. The County represents and warrants that it is the owner in fee of the Leased Premises.

6. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this First Amendment to Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this First Amendment to Site Lease shall be affected thereby, and each provision of this First Amendment to Site Lease shall be valid and enforceable to the fullest extent permitted by law.

7. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this First Amendment to Site Lease.

8. Execution. This First Amendment to Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF HUMBOLDT, as Lessor

By: _____
Elishia Hayes
County Administrative Officer

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION, as Lessee

By: _____
Bruce Rupp
President

CONSENTED TO BY:

TREASURER-TAX COLLECTOR OF THE COUNTY OF HUMBOLDT, acting on behalf of the Humboldt County Treasury Pool, as assignee

By: _____
Amy Christensen
Treasurer-Tax Collector

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Leased Premises conveyed under the foregoing to the Humboldt County Public Property Leasing Corporation, a nonprofit public benefit corporation of the State of California, duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Humboldt County Public Property Leasing Corporation, pursuant to authority conferred by a resolution of the Board of Directors adopted on July 18, 2024 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 25, 2024

HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION

By: _____

Bruce Rupp
President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF HUMBOLDT)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A:

PARCEL ONE:

Parcel 1 of the Record of Survey for the County of Humboldt filed June 12, 1996 in Book 57 of Surveys, page 16, Humboldt County Records.

PARCEL TWO:

All rights and easements appurtenant to Parcel One above as described in the Reciprocal Easement Agreement executed by the County of Humboldt and recorded April 30, 2003, as Document No. 2003-15626-12, Humboldt County Official Records.

TRACT B:

PARCEL ONE:

Parcel 2 of the Record of Survey for the County of Humboldt, filed June 12, 1996 in Book 57 of Surveys, Page 16, Humboldt County Records.

PARCEL TWO:

BEGINNING at the Southeast corner of Parcel 1 as shown on said Record of Survey; thence Westerly along the South line of said Parcel 1, 11.00 feet to the Northeast corner of Parcel 2 as shown on said Record of Survey; thence leaving said South line Southerly along the East line of said Parcel 2, 111.94 feet to the Southeast corner of said Parcel 2, said point also being on the South line of said Block 42; thence Easterly along the South line of said Block 42, 11.00 feet; thence Northerly parallel with the East line of said Parcel 2, 111.94 feet to the point of beginning, as described in the Amended Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded November 20, 2017 as Instrument No. 2017-020885, Humboldt County Records.

PARCEL THREE:

All rights and easements appurtenant to Parcel One above as described in the Reciprocal Easement Agreement executed by the County of Humboldt, and recorded April 30, 2003 as Instrument No. 2003-15626-12, Humboldt County Official Records.

APNs: 001-191-003-000; 001-191-004-000

PARCEL FOUR (LIBRARY)

BEGINNING at the Easterly terminus of Course No. 4, described as North 69 degrees 13 minutes 57 seconds East, a distance of 167.44 feet, in that certain exchange deed between the Ingomar Club and Schultz recorded October 30, 1974, in Book 1262, Page 33 of Official Records; thence South 69 degrees 12 minutes 27 seconds West (equals South 69 degrees 13 minutes 57 seconds West, on said Ingomar Club and Schultz deed), a distance of 121.87 feet, to the True Point of beginning of the land to be herein described:

THENCE at a right angle to Third Street, South 10 degrees 46 minutes 00 seconds East, a distance of 286.43 feet to a point on the North line of Third Street, as said street is shown on the Official Map of the City of Eureka, adopted by the City Council on May 7, 1894;

THENCE North 79 degrees 14 minutes 00 seconds East, along the North line of Third Street, a distance of 160.35 feet, to a point 60 feet West, from the East line of "O" Street, of the Eddy Tract Addition:

THENCE North 0 degrees 01 minutes 06 seconds West, along "O" Street as now laid out, being parallel to said East line of "O" Street, of the Eddy Tract Addition, a distance of 236.39 feet, to a point on the extension of the North line of Third Street, of the Eddy Tract, as said line is now extended Westerly in a continuation of the same line of the Street, as laid out East of "P" Street;

THENCE North 89 degrees 58 minutes 54 seconds East, along Third Street of the Eddy Tract Addition, as so laid out, a distance of 3.03 feet;

THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 39.80 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 30.00 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 30.00 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 30.00 feet; THENCE North 17 degrees 50 minutes 00 seconds East, a distance of 15.00 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 30.00 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 15.00 feet; THENCE North 72 degrees 10 minutes 00 seconds East, a distance of 3.00 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 40.83 feet; THENCE South 72 degrees 10 minutes 00 seconds West, a distance of 5.93 feet; THENCE North 62 degrees 50 minutes 00 seconds West, a distance of 72.98 feet; THENCE North 17 degrees 50 minutes 00 seconds West, a distance of 18.43 feet; THENCE South 72 degrees 10 minutes 00 seconds West, a distance of 81.21 feet; THENCE South 52 degrees 35 minutes 00 seconds West, a distance of 18.00 feet; THENCE South 72 degrees 10 minutes 00 seconds West, a distance of 120.93 feet, to a point that bears North 10 degrees 46 minutes 00 seconds West from the Point of Beginning: THENCE South 10 degrees 46 minutes 00 seconds East, a distance of 125.73 feet to the Point of Beginning.

APN: 001-212-010-000 and 001-212-013-000

PARCEL FIVE (FAIRGROUNDS)

BEGINNING at the intersection of the North line of Arlington Avenue with the West line of Main Street in the City of Ferndale, said point being North 0 degrees 30 minutes 33 feet from the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 2 West, Humboldt Meridian; thence South 89 degrees 26 minutes 30

seconds West, 333.3 feet to the true point of beginning; thence South 89 degrees 26 minutes 30 seconds West along the North line of Arlington Avenue, 994.5 feet to a fence; thence North 0 degrees 28 minutes 45 seconds West, 1319.6 feet to the North line of the Southwest Quarter of the Northeast of said Section 2; thence South 89 degrees 59 minutes 15 seconds East, along said North line, 660 feet; thence South 0 degrees 42 minutes 30 seconds East, 17 feet; thence South 89 degrees 59 minutes 15 seconds East, 662.74 feet to the East line of said Southwest Quarter of the Northeast Quarter of Section 2; thence South 0 degrees 42 minutes 30 seconds East along said East line, 458.10 feet to the Northerly boundary of that certain parcel of land described in the deed from Peter Jacobsen and wife to the Ferndale Union High School District recorded February 9, 1922 in Book 156 of Deeds, Page 338, Humboldt County Records; thence South 88 degrees 38 minutes 45 seconds West along said Northerly boundary line, 332.64 feet to the Westerly boundary thereof; thence South 00 degrees 42 minutes 30 seconds East along said Westerly boundary line, 500 feet; thence South 0 degrees 35 minutes 30 seconds East, 326.70 feet to the true point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to the City of Ferndale by deed recorded August 17, 1939 in Book 240 of Deeds, Page 414, Humboldt County Records.

ALSO EXCEPTING THEREFROM, those portions thereof conveyed to the Ferndale Union High School District of Humboldt County by the following deeds: (a) Deed recorded September 16, 1958 in Book 503 of Official Records, Page 339, Humboldt County Records. (b) Deed recorded February 17, 1961 in Book 623 of Official Records, Page 439, Humboldt County Records. (c) Deed recorded June 5, 1973 in Book 1194 of Official Records, Page 193, Humboldt County Records. (d) Deed recorded August 16, 1974 in Book 1252 of Official Records, Page 208, Humboldt County Records.

APN: 030-071-001-000 and 030-081-006-000

PARCEL SIX (FAIRGROUNDS)

ALSO BEGINNING on the South line of a road at a point located 1387-1/4 feet North and 856.3 feet East from the point Southwest corner of the Southeast Quarter of Northwest Quarter of Section 2 in Township 2 North, Range 2 West, Humboldt Meridian; thence East along the South line of road, 485 feet; thence South, 898.2 feet; thence West, 485 feet; and thence North, 898.2 feet to the point of beginning.

ALSO BEGINNING on the quarter section line at a point that is distant 33 feet North from the interior quarter section corner of Section 2 in Township 2 North, Range 2 West, Humboldt Meridian; and running thence West on the North line of Arlington Avenue parallel with the quarter section line, 670.20 feet to a point that is distant 658.25 feet East from the Southwest corner of Southeast Quarter of Northwest Quarter of said Section 2; thence North at a right angle to Arlington Avenue 1322.22 feet to the subdivision line (South line of Van Ness Avenue); thence East on subdivision line, 192.16 feet to the Northwest corner of land heretofore conveyed to Manuel Luiz Rocha by deed of record;

thence South, 898.2 feet to the Southwest corner of Rocha land; thence East, 485 feet to the quarter section line; and thence South on quarter section line, 424.45 feet, more or less, to the point of beginning.

APN: 030-011-003-000 and 030-021-003-000