

COPY

FIRST AMENDMENT TO LEASE AGREEMENT WITH
CITY OF SAN DIEGO AT PALOMAR MOUNTAIN
RADIO FACILITY

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment"), is made and entered into this _____ day of _____, 1997, by and between the COUNTY OF SAN DIEGO, ("County"), and CITY SAN DIEGO ("Lessee"), with reference to the following facts:

R E C I T A L S

A. County and Lessee are parties to that certain Lease Agreement dated May 11, 1992 ("Lease"), said Lease also being known as County Contract No. 71543-R, for the lease of one certain wall mount space and one antenna space located at County's Palomar Mountain Radio Facility, as more particularly described in the Lease, for the purpose of radio transmitting and receiving.

B. County and Lessee desire to amend the Lease to (i) revise Clause 1 (TERM) to extend the term of the Lease, (ii) revise Clause 4 (RENT) to raise the rent to reflect market changes, and (iii) revise Clause 5 (COST OF LIVING ADJUSTMENT) to reflect the revision to Clause 4 (RENT).

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

1. Amendment of Lease.

1.1 Clause 1 (TERM) is hereby amended and restated to read in its entirety as follows:

"1. TERM. The term of this Lease shall be ten (10) years commencing May 28, 1992 and terminating May 27, 2002; provided, however, County and Lessee shall have the right to terminate said Lease any time after one year following the Date of Commencement of this Lease by first giving sixty (60) days prior written notice to the other."

1.2 Clause 4 (RENT) is hereby amended and restated to read in its entirety as follows:

"4. RENT. In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to County during the first sixty (60) months of the term of this Lease in the amount of \$900.00 per year annually in advance and during the second sixty (60) months of the term of this

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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Lease in the amount of \$3,600.00 per year annually in advance. Rent shall be payable in advance on the first day of the month, except that if the first day of the term shall not be the first day of the month, the rental for the portion of the term shall be appropriately prorated.

The payments required under this Lease shall be made payable to the County of San Diego and considered payment under this Lease when delivered to:

Controller Branch Office-Cashier
5201 Ruffin Road, Suite H (MS 0654)
San Diego, CA 92123"

1.3 Clause 5 (COST OF LIVING ADJUSTMENT) is hereby amended and restated to read in its entirety as follows:

"5. COST OF LIVING ADJUSTMENT.

A. First Sixty Months of the Term of this Lease. Beginning with the 13th month of this Lease, and for each succeeding 12 month period (through the 60th month of this Lease), the yearly rental provided for above shall be adjusted to reflect any increase or decrease in the purchasing power of the dollar following commencement of this Lease by the use of the following formula:

$$R = A \times \left(\frac{B}{C} \right)$$

WHEREIN,

R equals the adjusted yearly rental for the particular 12 month period;

A equals the original base yearly rent (\$900.00) for the first sixty months of the term of this Lease as set forth above in Clause 4 (RENT);

B equals the average monthly consumer price index as hereinafter defined for the first full calendar quarter immediately preceding the commencement of the 12 month period for which the adjusted yearly rental is being computed; and

C equals the average monthly consumer price index as herein defined for the first full calendar quarter immediately preceding the commencement of the term of this Lease.

The consumer price index which shall be used as the source for such index numbers shall be that published by the United States Department of Labor, entitled United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the Los Angeles-Anaheim-Riverside Area, all items of the index entitled "Consumer Price Index for All Urban Consumers" for the Los Angeles-Anaheim-Riverside Area (1982-84 = 100). In the event that such index is not published for the Los-Angeles-Anaheim-Riverside Area, then another comparable index or source of such information generally recognized as authoritative shall be substituted by agreement of the parties. If the parties should not agree, such source of information shall be determined by arbitration pursuant to the provisions of the California Code of Civil Procedure.

In no event, however, shall the adjusted yearly rental as determined by the formula above be adjusted to an amount less than the base yearly rent (\$900.00) as set forth in Clause 4 (RENT).

B. Second Sixty Months of the Term of this Lease. Beginning with the 61st month of this Lease, and for each succeeding 12 month period, the yearly rental provided for above shall be adjusted to reflect any increase or decrease in the purchasing power of the dollar following commencement of this Lease by the use of the following formula:

$$R = A \times \left(\frac{B}{C} \right)$$

WHEREIN,

R equals the adjusted yearly rental for each month of the particular 12 month period;

A equals the original base yearly rent (\$3,600.00) for the second sixty months of the term of this Lease as set forth above in Clause 4 (RENT);

B equals the average monthly consumer price index as hereinafter defined for the first full calendar quarter immediately preceding the commencement of the 12 month period for which the adjusted yearly rental is being computed; and

C equals the average monthly consumer price index as herein defined for the first full calendar quarter immediately preceding the commencement of the 61st month of the term of this Lease.

The consumer price index which shall be used as the source for such index numbers shall be that published by the United States Department of Labor, entitled United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the Los Angeles-Anaheim-Riverside Area, all items of the index entitled "Consumer Price Index for All Urban Consumers" for the Los Angeles-Anaheim-Riverside Area (1982-84 = 100). In the event that such index is not published for the Los-Angeles-Anaheim-Riverside Area, then another comparable index or source of such information generally recognized as authoritative shall be substituted by agreement of the parties. If the parties should not agree, such source of information shall be determined by arbitration pursuant to the provisions of the California Code of Civil Procedure.

In no event, however, shall the adjusted yearly rental as determined by the formula above be adjusted to an amount less than the base rent (\$3,600.00) as set forth in Clause 4 (RENT)."

2. Effect of Amendment. Except as amended by this Amendment, 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 Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LESSEE: CITY OF SAN DIEGO

DATE: 4/24/98

Robert J. Collins for
City Manager, City of San Diego

COUNTY OF SAN DIEGO

DATE: 6-12-98

John A. Miller
JOHN A. MILLER, Director
Department of General Services

Approved as to form and legality

this 29th day of April, 1998.
CASEY GWANN, City Attorney

By [Signature]
Deputy City Attorney

0-18499

ORDINANCE NUMBER O- 18499 (NEW SERIES)

ADOPTED ON APR 20 1998

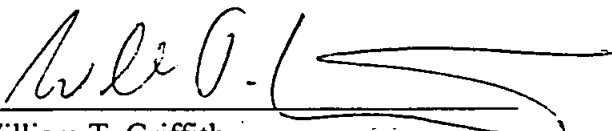
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE
A FIRST AMENDMENT TO LEASE AGREEMENT WITH THE COUNTY OF
SAN DIEGO FOR RACK SPACE AT PALOMAR MOUNTAIN
COMMUNICATION SITE.

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That the City Manager is hereby authorized to execute a first amendment to
lease agreement with the County of San Diego for rack space at Palomar Mountain
Communication Site, a copy of which agreement is on file in the office of the City Clerk as
Document No. 00- 18499.

Section 2. This ordinance shall take effect and be in force on the thirtieth day from and
after its passage.

APPROVED: CASEY GWINN, City Attorney

By 
William T. Griffith
Deputy City Attorney

PD:cdk
03/18/98
Or.Dept:REA
O-98-102
Form=devagro.frm

Passed and adopted by the Council of The City of San Diego on

April 20, 1998 by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, MCCARTY

NAYS: NONE.

NOT PRESENT: VARGAS, MAYOR GOLDING.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O- 18499 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

March 31, 1998 and on APR 20 1998.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

RECEIVED

JUN 5 1998

Real Property Division
Department of General Services