

FIRST AMENDMENT TO LEASE AGREEMENT**(Channel Islands Harbor Fire Station)**

This First Amendment to Lease Agreement (Channel Islands Harbor Fire Station) (hereafter, this "First Amendment"), effective as of the date last signed below, is made and entered into by and between the County of Ventura ("County") and the City of Oxnard ("City" or "Tenant"). County and City maybe referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the County and the City entered into that certain Lease Agreement (Channel Islands Harbor Fire Station) (hereafter the "Agreement"), effective August 31, 1976;

WHEREAS, subsequent to the Parties entering into the Agreement, the City constructed a City fire station on the site that is now known as Fire Station 6 ("Fire Station") on the Premises;

WHEREAS, the County and the City wish to amend the existing Agreement to extend the term of the Agreement and provide the City with the option to increase the real property leased from the County in order to accommodate an expansion and/or replacement of the Fire Station; and

WHEREAS, the County and the City wish to amend the existing Agreement so that the Fire Station will continue to remain available to provide fire protection services to the Harbor area and to the nearby City and County residents;

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this First Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and City agree as follows:

1. **Amendment to Section 1. of the Agreement: Property Leased.** Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1. **PROPERTY LEASED.** The County hereby leases to Tenant and Tenant hereby rents from the County the real property located in the County of Ventura, State of California, described as follows:

A. The site containing .39 acres of land at the Channel Islands Harbor located near the intersection of Channel Islands Boulevard and Peninsula Road, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The site is benefited by a 10-foot floating easement providing a right-of-way

from the westerly property line to the water frontage for Fire Boat facility access as depicted in Exhibit B, attached hereto and incorporated herein by this reference.

B. If Tenant elects to expand or replace the existing Fire Station, Tenant shall have the option to increase the property leased from the County ("Option to Expand") an additional 85 feet westerly of the site described in Section 1.A., for the entire width of the current leasehold, which will slant at the southwest corner in order to maintain a 10-foot access for the County between the new leased area and the Harbor rock revetment, and as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference. If Tenant elects to exercise the Option to Expand, Tenant shall do so by providing written notice to the County in accordance with Section 27 of the Agreement. Should Tenant initiate a project to expand the Fire Station, Tenant, at its sole cost and expense, shall: conduct necessary environmental review; obtain required permits and approvals and comply with other applicable laws and regulations.

The property leased as described in Section 1.A. shall be individually referred to as the "Premises" and in the event Tenant exercises its Option to Expand, the property leased as described in Sections 1.A. and 1.B. shall be collectively referred to as the "Premises."

2. Amendment to Section 2. of the Agreement: Term. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"2. TERM.

A. The term of this Agreement shall commence on September 1, 1976 and shall expire on August 31, 2050.

B. Notwithstanding anything in this Agreement to the contrary, if Tenant exercises its Option to Expand as approved by its City Council during the term of this Agreement, the term of this Agreement shall be extended fifty (50) years from the date a certificate of occupancy is issued for the expanded or replaced Fire Station, instead of the extension of the term to August 31, 2050 under Section 2.A."

3. Section Headings. The section headings contained in this First Amendment are for convenience and identification only and shall not limit or define the contents of the sections to which they relate.

4. No Presumption Regarding Drafter. The terms and provisions of this First Amendment have been negotiated and discussed between and among the Parties and their attorneys, and this First Amendment reflects their mutual agreement. Because of the nature of the negotiations and discussions, it is inappropriate to deem any Party to be the drafter of this First Amendment, and therefore no presumption for or against validity or as to any interpretation hereof, based on the identity of the drafter, shall be applicable in interpreting or enforcing the First Amendment.

5. Severability. If any part of this First Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the First Amendment or the Agreement which it amends. The other parts of this First Amendment and the Agreement which it amends shall remain in effect as if this First Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this First Amendment and the Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the First Amendment does not take effect, then the provisions of the Agreement shall remain in full force and binding upon the Parties.

6. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

7. Effective Date. After this First Amendment has been signed by authorized representatives of each of the Parties hereto, this First Amendment shall become effective immediately.

8. Definitions. All terms not specifically defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

9. Impact of First Amendment on Agreement. Unless otherwise specifically amended by this First Amendment, all provisions of the Agreement shall remain in full force.

To effectuate this First Amendment, the Parties have caused their duly authorized representatives to execute this First Amendment on the dates set forth below.

CITY OF OXNARD

 5-18-21

John C. Zaragoza Date
Mayor

COUNTY OF VENTURA

 5/24/21

Linda Parks Date
Chair of the Board of Supervisors

APPROVED AS TO FORM:



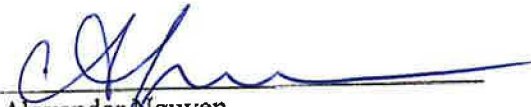
Stephen M. Fischer, City Attorney

APPROVED AS TO FORM:



Tiffany North, County Counsel

APPROVED AS TO CONTENT:



Alexander Nguyen
City Manager

APPROVED AS TO CONTENT:



Michael Powers
Chief Executive Officer

Attachment A
Legal Description
[TO BE ATTACHED]

Attachment B
[TO BE ATTACHED]

Attachment C
[TO BE ATTACHED]

LEGAL DESCRIPTION

BM

389146

Trk Station # 6 / 1001 Peninsula Rd

A portion of Lots 30 and 31 of Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in the Office of the County Recorder of Ventura County, in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Easterly prolongation of the Southerly line of Channel Islands Boulevard, being parallel with and 100 feet Southerly, measured at right angles from the centerline of Channel Islands Boulevard, (40 feet wide) as shown on the said Rancho Map, and the Northerly prolongation of the Westerly line of Peninsula Road (84 feet wide); thence, along said Westerly line, South $01^{\circ} 16' 57''$ West 25.03 feet to the true point of beginning; thence continuing along said Westerly line,

1st: - South $01^{\circ} 16' 57''$ West 50.00 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 15.00 feet; thence along said curve,

2nd: - Southwesterly through a central angle of $89^{\circ} 55' 19''$, an arc distance of 23.54 feet; thence,

3rd: - North $88^{\circ} 47' 44''$ West, 140.89 feet to a tangent curve, concave Northeasterly having a radius of 90 feet and a central angle of $20^{\circ} 00' 00''$; thence, along said curve,

4th: - Northwesterly, 31.42 feet; thence,

5th: - North $68^{\circ} 47' 44''$ West 14.17 feet; thence,

6th: - North $01^{\circ} 16' 57''$ East 79.74 feet to the intersection with the Southerly line of said Channel Islands Boulevard; thence, along said Southerly line,

7th: - South $88^{\circ} 47' 44''$ East 174.95 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 25.00 feet; thence along said curve,

8th: - Southeasterly through a central angle of $90^{\circ} 04' 41''$, 39.30 feet to the true point of beginning.

EXCEPT a one-half undivided interest in all the oil, hydrocarbon petroleum and other mineral substances lying below 500 feet from the surface of said land, lying Easterly and Northeasterly of the following described line:

Beginning at a point on the Northerly line of said Lot 29, being also the center line of said Oxnard Road, distant along said Northerly line North $88^{\circ} 47' 44''$ West 227.66 feet from the Northeasterly corner of said Lot 29; thence,

1st: - South $18^{\circ} 32' 59''$ East 5543.56 feet to the intersection with the Easterly line of said Lot 7.

EXCEPTIONS:

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1. General and special taxes for the fiscal year 1988 - 1989, a lien not yet payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

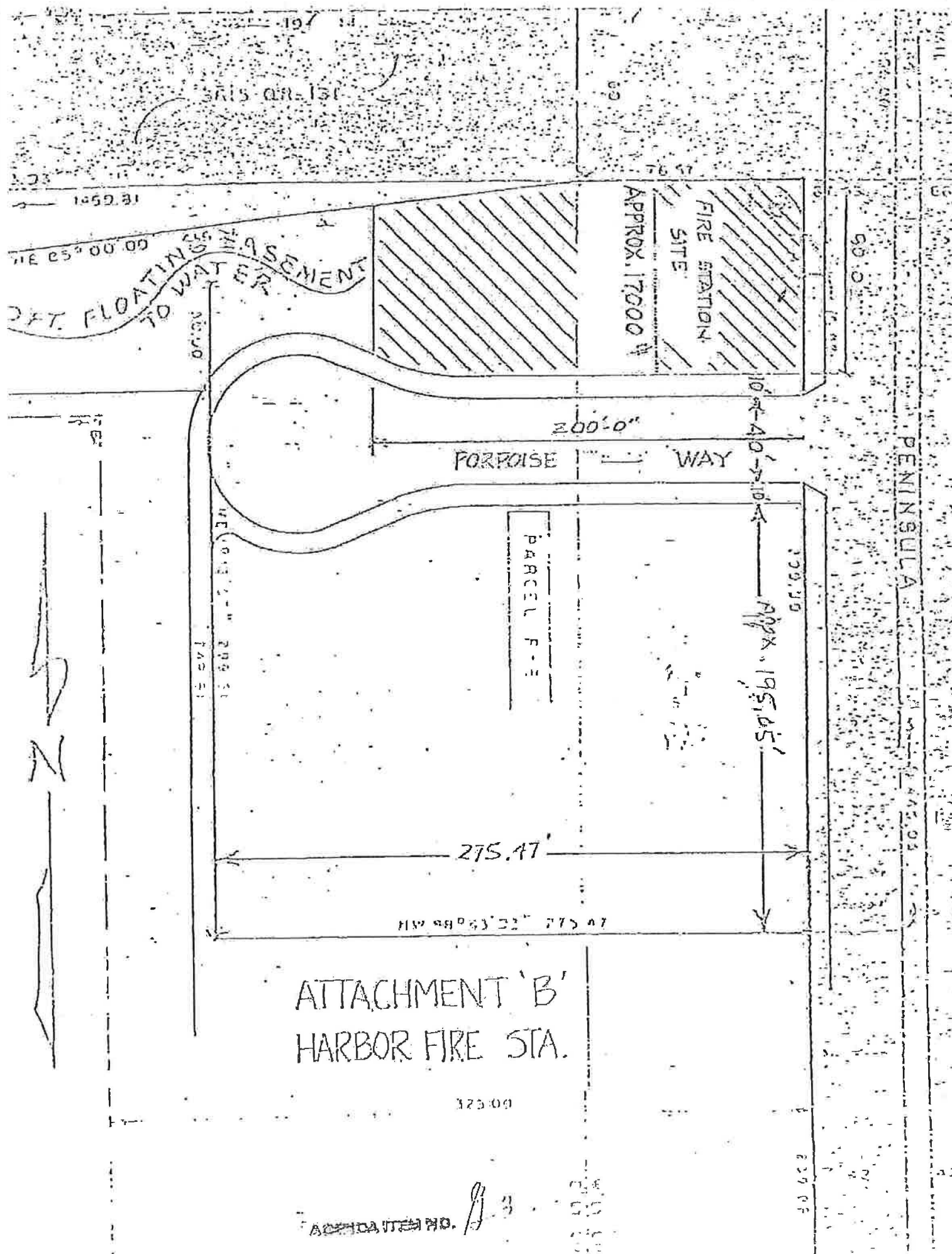


EXHIBIT C (1 of 2)

LEGAL DESCRIPTION

That portion of Lots 30 and 31 of the Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California as shown on the map recorded in the Office of the County Recorder of said County in Book 8, Page 1, of Miscellaneous Records (Maps), described as follows:

Commencing at the intersection of the easterly prolongation of the southerly line of Channel Islands Boulevard (width varies) as described in the deed recorded January 28, 1970 in the Office of said County Recorder in Book 3615, Page 131 of Official Records with the northerly prolongation of the westerly line of Peninsula Road (84 feet wide) as described in the deed recorded July 16, 1970 in the Office of said County Recorder in Book 3691, Page 56 of Official Records; thence along the said westerly line

South 1°16'57" West 25.03 feet; thence continuing

South 1°16'57" West 50.00 feet to the beginning of a curve concave northwesterly having a radius of 15 feet; thence leaving said westerly line and along said curve

Southwesterly 23.54 feet, through a central angle of 89°55'19"; thence

North 88°47'44" West 140.89 feet to the beginning of a curve concave northeasterly having a radius of 90.00 feet; thence along said curve

Northwesterly 31.42 feet, through a central angle of 20°00'00"; thence

North 68°47'44" West 14.17 feet to the **True Point of Beginning**; thence

1st North 1°16'57" East 79.74 feet to said southerly line of Channel Islands Boulevard (width varies); thence along said southerly line

2nd North 88°47'44" West 85.00 feet; thence leaving said southerly line


3rd South 1°16'57" West 67.63 feet; thence

4th South 43°05'16" East 22.05 feet to the beginning of a non-tangent curve concave southerly having a radius of 50.00 feet, a radial to which bears North 41°44'08" West; thence along said curve

5th Easterly 54.93 feet, through a central angle of 62°56'23"; thence

6th South 68°47'44" East 19.61 feet to the **True Point of Beginning**

CONTAINING 6,314 SQ. FT. MORE OR LESS


Joseph V. DeChellis
PLS 8613

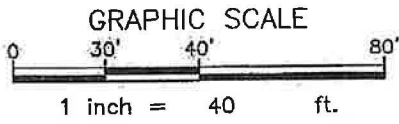
May 17, 2021

Date

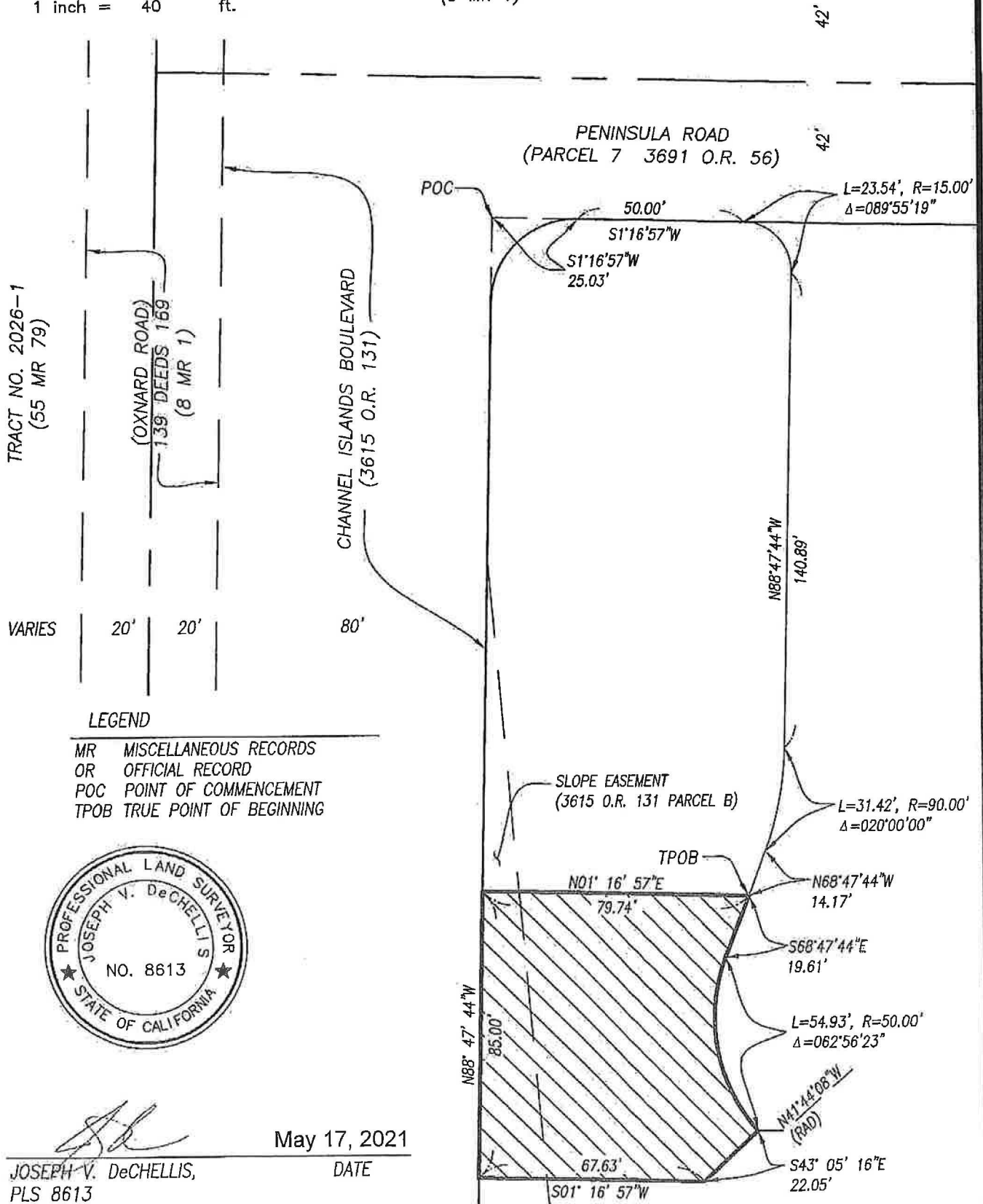


EXHIBIT C (2 of 2)

SHEET 1 OF 1 SHEET



PORTION OF LOTS 30 AND 31
PATTERSON RANCH SUBDIVISION
(8 MR 1)



May 17, 2021

JOSEPH V. DeCHELLIS,
PLS 8613

DATE