

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Hawkins Delafield & Wood LLP
333 South Grand Avenue, Suite 3650
Los Angeles, California 90071
Attention: Arto C. Becker, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This First Amendment to Facility Lease Is Recorded for the Benefit of a Public Agency
and Is Exempt from Documentary Transfer Tax
Pursuant to Government Code Section 27383

FIRST AMENDMENT TO FACILITY LEASE

by and between the

**MENDOCINO COUNTY PUBLIC FACILITIES CORPORATION,
as Lessor**

and the

**COUNTY OF MENDOCINO,
as Lessee**

Dated as of [Dated Date]

relating to the

**COUNTY OF MENDOCINO
Refunding Certificates of Participation,
2012 Series A**

**COUNTY OF MENDOCINO
Refunding Certificates of Participation,
2012 Series B
(Federally Taxable)**

TABLE OF CONTENTS

	<u>Page</u>
Section 1.01.	Removal of the Leased Property.....2
Section 1.02.	Binding Effect.....2
Section 1.03.	Severability3
Section 1.04.	Section Headings3
Section 1.05.	Counterparts3
Section 1.06.	Governing Law3
Section 1.07.	Effective Date3
Section 1.08.	Continuing Effect of Original Lease.....3
Exhibit A	Description of the Leased Property..... A-1

FIRST AMENDMENT TO FACILITY LEASE

This First Amendment to Facility Lease (the “First Amendment to Facility Lease”), dated as of [Dated Date], by and between the MENDOCINO COUNTY PUBLIC FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California, as lessor (the “Corporation”), and the COUNTY OF MENDOCINO, a political subdivision duly organized and existing under the Constitution and laws of the State of California, as lessee (the “County”);

W I T N E S S E T H:

WHEREAS, the Corporation and the County have heretofore executed and entered into a Site Lease, dated as of May 1, 2012 (the “Original Site Lease”), recorded on May 8, 2012, as instrument number 2012-06989, official records of the County, pursuant to which the County leased to the Corporation that certain Leased Property as defined therein and described in Exhibit A thereto; and

WHEREAS, the Corporation and the County have heretofore executed and entered into a Facility Lease, dated as of May 1, 2012 (the “Original Lease”), recorded on May 8, 2012, as instrument number 2012-06990, official records of the County, pursuant to which the Corporation leased to the County that certain Leased Property as defined herein and described in Exhibit A thereto; and

WHEREAS, the Corporation and U.S. Bank National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as Trustee (the “Trustee”), have heretofore executed and entered into an Assignment Agreement, dated as of May 1, 2012 (the “Original Assignment Agreement”), recorded on May 8, 2012, as instrument number 2012-06991, official records of the County, pursuant to which the Corporation assigned without recourse all of its rights to receive the Base Rental Payments, Additional Rental (as defined in the Original Lease) and prepayments from the County under and pursuant to the Original Lease to the Trustee for the benefit of the owners of the Series 2012 Certificates (defined herein); and

WHEREAS, the County issued its \$25,760,000 principal amount Refunding Certificates of Participation, 2012 Series A (the “Series 2012A Certificates”) and its \$50,000 principal amount Refunding Certificates of Participation, 2012 Series B (Federally Taxable) (the “Series 2012B Certificates”, and together with the Series 2012A Certificates, the “Series 2012 Certificates”) pursuant to an Trust Agreement, dated as of May 1, 2012 (the “Trust Agreement”), by and among the County, the Corporation and the Trustee, secured by a pledge of and lien on the Base Rental Payments (as defined in the Original Lease) to be made by the County to the Corporation pursuant to the Original Lease for the use and occupancy of the Leased Property; and

WHEREAS, the County desires to design, finance, and construct certain correctional facilities (the “SB 844 Project”) through the issuance of revenue bonds by the State Public Works Board (the “SPWB”); and

WHEREAS, the proposed location of the SB 844 Project consists of a portion of the existing Leased Property under the Original Lease (the “SB 844 Project Site”); and

WHEREAS, as a condition to the SPWB issuing revenue bonds for the SB 844 Project, the SPWB requires that the SB 844 Project Site be removed from the Leased Property under the Original Lease, Original Site Lease, and Original Assignment Agreement and that certain easements (the “Easements”) be placed across the Leased Property; and

WHEREAS, the Corporation and the County desire to accomplish the Removal of a portion of the Leased Property (as defined in the Original Lease) in accordance with the terms thereof; and

WHEREAS, Assured Guaranty Municipal Corporation, the Insurer of the Series 2012A Certificates, has consented to said Removal; and

WHEREAS, in connection with such Removal of a portion of the Leased Property and the execution and delivery of the Easements, the County and the Corporation will execute amendments to the Original Lease and Original Site Lease, and the Corporation and the Trustee will execute amendments to the Original Assignment Agreement; 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 delivery of this First Amendment to Facility Lease to exist, have happened and have been performed in a regular and due time, form and manner as required by law and the Original Lease, the parties hereto are now duly authorized to execute and enter into this First Amendment to Facility Lease.

Section 1.01. Removal of the Leased Property. Exhibit A to the Original Lease is hereby amended, restated and replaced in its entirety with Exhibit A attached hereto and made a part hereof. The Leased Property described in Exhibit A to the Original Lease is hereby released and removed from the Original Lease and replaced with the Leased Property described Exhibit A attached hereto.

Section 1.02. Amendment to Section 1.01 of the Original Lease. The definition of “Permitted Encumbrances” included in the Original Lease is hereby amended to read as follows;

“Permitted Encumbrances” means, as of any particular time: (i) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the County may, pursuant to Section 6.02 hereof, permit to remain unpaid; (ii) the Assignment Agreement, as it may be amended from time to time; (iii) this Facility Lease, as it may be amended from time to time; (iv) the Site Lease, as it may be amended from time to time; (v) the Trust Agreement, as it may be amended from time to time; (vi) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (vii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of recordation of this Facility Lease in the office of the County Recorder of the County of Mendocino; (viii) easements, rights of way, mineral rights, drilling

rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of recordation of this Facility Lease and to which the Corporation, the County and the Insurer consent in writing and certify to the Trustee will not materially impair the interests of the Corporation or the Insurer or the use of the Leased Property by the County; (ix) subleases and assignments of the County which will not adversely affect the exclusion from gross income of interest payable with respect to the Series A Certificates; and (x) the Easement from the County to the State of California for the purpose of access to a storm drain located on the Leased Property, the Easement from the County to the State of California for the purpose of creating a fire water loop that is located on the Leased Property, and the Easement from the County to the City of Ukiah for the purpose of accessing and maintain the exiting sewer lines on the Leased Property.

Section 1.03. Binding Effect. This First Amendment to Facility Lease shall inure to the benefit of and shall be binding upon the Corporation and the County and their respective successors and assigns.

Section 1.04. Severability. If any one or more of the agreements, conditions, covenants or terms hereof 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 agreements, conditions, covenants or terms hereof shall be affected thereby, and each provision of this First Amendment to Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 1.05. 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 hereof.

Section 1.06. Counterparts. This First Amendment to Facility Lease may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same First Amendment to Facility Lease.

Section 1.07. Governing Law. This First Amendment to Facility Lease shall be governed and construed and interpreted in accordance with the laws of the State of California.

Section 1.08. Effective Date. This First Amendment to Facility Lease shall be effective upon its execution and delivery by the parties hereto.

Section 1.09. Continuing Effect of Original Lease. Except as provided in this First Amendment to Facility Lease, the Original Lease shall continue in effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this First Amendment to Facility Lease by their officers thereunto duly authorized as of the day and year first written above.

MENDOCINO COUNTY PUBLIC FACILITIES
CORPORATION

By _____
Authorized Officer

COUNTY OF MENDOCINO

By _____
Authorized Officer

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

(See attached)

Legal Description of the Leased Property

The land referred to herein below is situated in the City of Ukiah, County of Mendocino, State of California.

Parcel One:

Being that portion of the leased property as described in I.N. 2012-06989, Mendocino County Records, described as follows:

Being a portion of the lands of the County of Mendocino as described in Book 26 of Deeds, Page 382, Mendocino County Records, lying in Lot 8 of the Yokayo Rancho as set forth on the Map of the County Farm, filed in Map Case 1, Drawer 3, Page 97, Mendocino County Records, more particularly described as follows:

All that portion of said Lot 8 lying southerly of Low Gap Road; northerly and westerly of the lands conveyed in the deed from the County of Mendocino to the City of Ukiah, recorded in Book 2122, Page 182, Official Records of Mendocino County; and westerly of the following described line:

Commencing at a 1/2" iron pipe on the northerly line of Low Gap Road, as shown on that certain Record of Survey filed in Map Case 2, Drawer 29, Page 66, Mendocino County Records, from which a 1/2" iron pipe bears North 72°43'51" West, a distance of 211.33 feet (calculated per said Record of Survey and shown on that certain Record of Survey filed in Map Case 2, Drawer 47, Page 30, Mendocino County Records); thence South 56°16'35" East, a distance of 204.70 feet to a point lying 20.00 feet south of the centerline of Low Gap Road as shown on said Map of the County Farm and re-established per said Record of Survey filed in Map Case 2, Drawer 47, Page 30, said point also being the **Point of Beginning** of the hereinafter described line; thence the following courses and distances:

- South 17°16'58" West, a distance of 229.43 feet;
- South 72°43'02" East, a distance of 40.17 feet;
- South 17°16'58" West, a distance of 72.67 feet;
- South 72°56'46" East, a distance of 35.30 feet;
- South 17°03'14" West, a distance of 22.94 feet;
- South 72°56'46" East, a distance of 25.68 feet;
- South 17°03'14" West, a distance of 49.07 feet;
- North 72°56'46" West, a distance of 60.52 feet;
- South 17°03'14" West, a distance of 9.19 feet;
- South 72°56'46" East, a distance of 20.02 feet;
- South 06°40'15" East, a distance of 45.61 feet;
- South 17°15'51" West, a distance of 30.08 feet;
- South 16°53'43" East, a distance of 13.80 feet;
- South 83°12'29" West, a distance of 49.99 feet;
- North 72°20'14" West, a distance of 85.00 feet;
- South 17°39'46" West, a distance of 25.00 feet;
- South 09°48'17" East, a distance of 98.66 feet;

- South 69°54'24" East, a distance 38.81 feet;
- South 20°05'36" West to a point on the northerly line of the lands of the City of Ukiah, said line being the centerline of Orr Creek as described in Book 2122, Page 182, Official Records of Mendocino County, and said point being the **Terminus Point** of the herein described line.

Portion of Assessor's Parcels 001-020-11-00 and 001-020-77-00 as to Parcel One

Parcel Two:

That portion of said leased property as described in I.N. 2012-06989, Mendocino County Records, more particularly described as follows:

Commencing at the intersection of the west line of Bush Street and the south line of Low Gap Road; thence westerly along the said south line of Low Gap Road, 100.00 feet to the **Point of Beginning**; thence continuing westerly along the said south line, 220.00 feet; thence leaving the said south line southerly and at right angles to Low Gap Road, 150.00 feet; thence westerly and parallel with Low Gap Road, 130.00 feet; thence southerly and at right angles to Low Gap Road, to the north line of those parcels of land deeded to the Ukiah Union High School District in the deeds recorded in Book 369 of Official Records at Page 328 and Book 403 of Official Records at Page 59, Mendocino County Records; thence easterly along the said north line to the west line of Bush Street; thence northerly along the said west line, 410 feet more or less to the north line of a 20 foot driveway, the said north line of the driveway being approximately 225 feet more or less southerly along the said west line of Bush Street from the Point of Commencement; thence westerly along the said north line of the driveway 150.00 feet; thence North 42°00' West, 150.00 feet; thence northeasterly 180 feet more or less to the **Point of Beginning**.

Excepting therefrom all that portion lying within the lands delineated as Parcels A, B and C on that certain Record of Survey of Portions of the Low Gap County Complex located in Lots 8 and 94 of the Yokayo Rancho, recorded in Case 2, Drawer 24, Page 90-A, filed on September 27, 1974, in the Office of the Recorder of Mendocino County, State of California.

Portion of Assessor's Parcel 001-050-14 as to Parcel Two

Parcel Three:

That portion of said leased property as described in I.N. 2012-06989, Mendocino County Records, more particularly described as follows:

Parcel A as shown and delineated on that certain Record of Survey of Portions of the Low Gap County Complex located in Lots 8 and 94 of the Yokayo Rancho, precorded in Case 2, Drawer 24, Page 90-A, filed on September 27, 1974, in the Office of the Recorder of Mendocino County, State of California.

Assessor's Parcel 001-020-53 as to Parcel Three

Prepared by,



Bradley A. Thomas, PLS 5520
LACO File No. 7746.24



CALIFORNIA ALL-PURPOSE 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 MENDOCINO)

On _____, before _____
Date me, Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to the person(s) whose name(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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Names Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Individual

Individual

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Corporate Officer - _____

Title(s):

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is _____
Representing: _____

**RIGHT
THUMBPRINT
OF SIGNER**

Top of thumb
here

Corporate Officer - _____

Title(s):

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is _____
Representing: _____

**RIGHT
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OF SIGNER**

Top of thumb
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) ss.
COUNTY OF MENDOCINO)

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Date me, Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to the person(s) whose name(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.

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Document:

Document _____ Number of _____
Date: Pages:

Signer(s) Other Than Names _____
Above:

Capacity(ies) Claimed by Signer(s)

Signer's _____ Signer's Name: _____
Name:

Individual

Individual

Corporate Officer - _____

Title(s):

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is _____
Representing: _____

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OF SIGNER**

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Corporate Officer - _____

Title(s):

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is _____
Representing: _____

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