

Location of Leased Premises LAS POSADAS STATE FOREST 4H CAMP NAPA COUNTY
Agency: Department of Forestry & Fire Protection Real Property No.: 550

GROUND LEASE

Lease L-0042

Lessee: Las Posadas 4-H Club Camp, Inc.

AMENDMENT NO. 2

This Amendment No. 2 to Lease L-0042 (hereinafter "Amendment"), dated June 10, 2010, for reference purposes only, is made and entered into by and between the State of California, acting by and through the Director of the Department of General Services (DGS) with the consent of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter collectively referred to as STATE and the Las Posadas 4-H Club Camp, Incorporated, a California nonprofit corporation, duly organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as LESSEE.

RECITALS

WHEREAS, pursuant to Section 14670(a) of the Government Code, the DGS with the consent of the state agency concerned, may lease state-owned real property to others for a period not to exceed 5 years; and

WHEREAS, LESSEE is in possession of a portion of State-owned land commonly known as Las Posadas State Forest (SF), in the County of Napa, State of California, pursuant to STATE's ground lease L-0042, hereinafter referred to as "Lease," dated June 1, 2002, solely for the purpose of study and research work in forestry, botany and kindred subjects and experimentation in tree propagation, and not for recreational purposes; and

WHEREAS, on May 22, 2009, said Lease was amended to extend the Lease term from June 1, 2007 through June 30, 2010; and

WHEREAS, the LESSEE desires to extend said Lease for an additional one (1) year and two (2) months from June 30, 2010 through August 30, 2011; and

WHEREAS, STATE and LESSEE will enter into a "Cooperative Agreement" to establish requirements, restrictions and conditions set forth by STATE for LESSEE to comply with for the term of the Lease; and

WHEREAS, STATE's policy is to make available certain land area under its control for said purposes, when it is for the benefit of the public and same does not conflict with the CAL FIRE program.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

WITNESSETH

The following clauses are added to the Lease, and all other terms and conditions remain the same:

1. Lease Extension: The first amended term of the Lease expires June 30, 2010. This second Amendment grants the LESSEE an additional one (1) year and two (2) months extension, expiring August 30, 2011, subject to the archaeological restrictions and safety requirements



incorporated into this agreement and pursuant to the Cooperative Agreement and all other terms and conditions contained within the original Lease.

2. STATE will require LESSEE to abide by the restrictions put into place to protect the archaeological component and to bring the camp up to applicable safety and environmental standards as identified below:

Archaeology Restrictions:

Main Camp Area

1. No collecting of chipped or ground stone artifacts.
2. No placement of artifacts to the site area brought in from outside sources, and no chipping of obsidian or other type of stone on site or anywhere else within Las Posadas State Forest.
3. No modification of bedrock mortar food processing stations.
4. No digging, trenching, or other ground disturbing activities without the review and approval of a CAL FIRE archaeologist.

Arrowhead Flats Area

1. Remove sign and conduct no further artifact collecting activities.

Safety and Environmental Standards:

Purpose. The purpose of this condition is to observe the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, stability, water quality, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations.

Scope. The provisions of this condition shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures covered by this agreement.

Compliance Frequency and Authority. Evidence of compliance to current California Building, Health, and Fire Life Safety Standards shall be investigated and certified for occupancy by the County of Napa. Certification of compliance shall be provided to the satisfaction of the STATE and a record copy shall remain on the premises at all times. Certification shall occur prior to occupancy or operations on an annual and continuing basis. All initial and subsequent inspection and compliance fees set forth by the County will be borne in full by the Lessee.

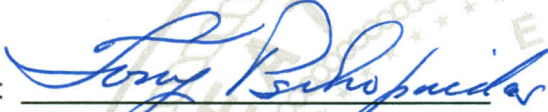
County of Napa, Main County Administration Building
1195 Third St.
Suite 210
Napa, CA 94559
Main Phone: (707) 253-4417
Main Fax: (707) 253-4336

This Amendment No. 2 contains all the agreements of the parties hereto and supersedes any prior amendment or negotiations. There have been no representations by the STATE or understandings made between the STATE or LESSEE other than those set forth in this Amendment. This Amendment may not be modified except by a written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, this Amendment to the Lease has been executed by the parties hereto as of the date written below.


STATE OF CALIFORNIA

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: 
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

LESSEE:

LAS POSADAS 4-H CLUB CAMP,
INCORPORATED,
a California nonprofit corporation

By: 
TAMMY HILL, President
Vice

EXECUTED DATE: 08/31/10

CONSENT:
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

By: 
JEROLD L. PETERSON
Real Property Manager

