

**FIRST AMENDMENT
LICENSE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND**

NORMAN A. JOHANNESSEN AND DEBORAH JO JOHANNESSEN

This First Amendment to the License Agreement dated March 9, 2004, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "LICENSEE," and Norman A. Johannesen and Deborah Jo Johannesen, their heirs, successors, or assigns, hereinafter referred to as "LICENSOR," is entered into on this 1st day of APRIL, 2024.

WHEREAS, on March 9, 2004, LESSEE and LESSOR entered into a License Agreement for the premises located at Pratt Mountain Road, Garberville, California for the purpose of LESSEE placement for tower and building for communications facilities; and

WHEREAS, LICENSEE and LICENSOR desire to amend the License Agreement in order to further extend the term thereof and increase the monthly rental payments required thereunder.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 2.01 – Use of the License Agreement is hereby amended to read as follows:

2.01 Use.

Intended Use. The Licensed premises shall be used by COUNTY for the sole and express purpose for placement for tower and building for COUNTY communication facilities, including frequencies of:

Humboldt County Sheriff and/or other law enforcement departments under emergency situations – Transmit 154.740 & Receive 155.790 MHz; Transmit 155.4150 & Receive 159.4575 MHz;

Public Works – Transmit 155.2875 & Receive 159.2550 MHz;

Med Net Link – Transmit 453.6250 & Receive 458.6250 MHz;

Sheriff Link – Transmit 453.9250 & Receive 458.9250 MHz;

Local Government (Building Inspection, Health, Social Services and Other) – Transmit 153.905 & Receive 155.895 MHz;

Emergency Medical – Transmit 463.025 & Receive 468.025 MHz;

Med Multi Casualty Net – Transmit 460.5250

New Microwave – Transmit 6725.000 Receive 6555.000 MHz.

Except during a period that is determined to be an "emergency", use of frequencies other than those herein referenced will require the written approval of the Licensor in advance of addition or new frequencies being used at the Premises, with approval for Licensee's use of additional frequencies subject to the requirements of Section 2.03. Approval for additions frequencies shall not be unreasonably withheld.

MAJ 3/14/24

2. Section 3.01 – Term of the License Agreement is hereby amended to read as follows:

3.01 Term.

Initial term. This License shall begin on April 1, 2024, and shall remain in full force and effect for a period of five (5) year(s), until March 31, 2029, unless sooner terminated as set forth herein.

Option to Extend License Term. This License shall be extended for four (4) five (5) year terms, upon the same terms and conditions set for the herein, unless either party proceed written notice on non-renewal to the other party at least ninety (90) days prior to the end of the initial term of any subsequent five (5) year extension thereof.

3. Section 4.01 – Rent of the License Agreement is hereby amended to read as follows:

4.01 Rent.

Annual Rental Rate. For occupancy and use of the Licensed Premises rent shall be Two Thousand Dollars (\$2,000.00). The rent shall increase three and one-half percent (3 ½%) beginning on the anniversary of the signing of this License and each year thereafter.

4. Section 11.01 – Notices of the License Agreement is hereby amended to read as follows:

11.01 Notices.

Any notice, demand, or communication under, or in connection with, this License, may be served upon Licensor by personal service, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to the Licensor as follows, and the same may likewise be served on Licensee by personal service or by mailing the same addressed to Licensee as follows:

To Licensor: Norman A. Johannesen
Deborah Jo Johannesen
400 Harris Creek Road (personal service)
P.O. Box 24
Whitethorn, CA 95589

To Licensee: County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501

5. Except as modified herein, the License Agreement dated March 9, 2004, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original License Agreement, the provisions of this First amendment shall govern.

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IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

NORMAN A. JOHANNESSEN & DEBORAH JO JOHANNESSEN:

By: *Norman A. Johannesen*
Name: NORMAN A. JOHANNESSEN
Title: LANDLORD

Date: March 14th, 2024

By: *Deborah Jo Johannesen*
Name: DEBORAH JO JOHANNESSEN
Title: LANDLORD

Date: March 14th, 2024

COUNTY OF HUMBOLDT:

By: *Rex Bohn*
Rex Bohn, Chair
Humboldt County Board of Supervisors

Date: 3-26-2024

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda
Risk Management

Digitally signed by Phillips, Amanda
Date: 2024.03.19 12:01:51 -0700

Date: 03/19/2024