

# County of Lassen ADMINISTRATIVE SERVICES



**CHRIS GALLAGHER**

*District 1*

**DAVID TEETER**

*District 2*

**JEFF HEMPHILL**

*District 3*

**AARON ALBAUGH**

*District 4*

**TOM HAMMOND**

*District 5*

**Richard Egan**

*County Administrative Officer*

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*Executive Assistant to the CAO*

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County Administration Office  
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## MEMORANDUM

March 14, 2018

TO: Board of Supervisors  
Agenda Date: March 20, 2018

FROM: Richard Egan, County Administrative Officer *ME*  
Dean Growdon, Sheriff *DAG*

SUBJECT: SB844 Adult Local Criminal Justice Facilities Construction Program - Resolution approving a final parcel map and first amendment to Lease Purchase Financing documents

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**RECOMMENDATION: That the Board:** Adopt Resolution

**PRIOR BOARD ACTIONS:** Several. Please read the attached resolution for information about the Lease Purchase financing arrangement.

On February 21, 2017, the Board adopted Resolution No. 2017-12 authorizing the submittal of an application and proposal requesting \$25 million dollars from the California Board of State and Community Corrections SB844 Adult Local Criminal Justice Facilities Construction Program. Funding would provide for modifications and additions to the Lassen County Adult Detention Facility and associated housing, food service, educational, vocational, medical, and mental health treatment space (the "SB844 Program")

On June 21, 2017, the State announced that the County's application and proposal has received a conditional award of \$25 million dollars in state financing.

On October 10, 2017, the Board established a new fund and budget unit (153-1531) in the County Budget for the "SB844 Program" with an initial Fiscal Year 2017-2018 budget of \$21,000 and authorizing operating transfers of \$21,000.

**SUMMARY:** Please read the attached resolution for information and sequence of events regarding the Final Map.

FINANCIAL IMPACT: Recording and document costs to be paid from Fund and Budget Unit 153-1531. Estimated costs of \$850 for title policy endorsements and approximately \$2,500 to reimburse Western Alliance Business Trust for their work on the amended documents.

OTHER AGENCY INVOLVEMENT: The Lassen County Public Improvement Corporation and Western Alliance Business Trust are parties to the Lease Purchase documents and the final parcel map.

Western Alliance Business Trust has signed the final map, thereby consenting to the land division. Western Business Trust staff have reviewed and approved the amended Lease Purchase documents.

The history of the Lassen County Public Improvement Corporation begins in 1998. In 1998, pursuant to Resolution No. 98-039, the Board of Supervisors approved of and authorized the formation of the Corporation under the California Nonprofit Public Benefit Law, including but not limited to, rendering financial assistance to the County of Lassen. In 1998, the specific public purpose was refinancing the 1989 \$6.675 million in certificates of participation to finance a number of capital improvements including a new jail, a new juvenile facility, the refurbishment and rehabilitation of various county buildings and a new computer system.

The Corporation's Board of Directors are specified in its Articles of Incorporation and Bylaws. *"The Corporation's Board of Directors shall consist of the current persons who serve in the following positions for the County of Lassen: the Chairman of the Board of Supervisors of the County of Lassen, the Assessor of the County of Lassen, Auditor/Controller of the County of Lassen, Sheriff of the County of Lassen, Treasure/Tax Collector of the County of Lassen, County Clerk/Recorder of the County of Lassen, County Administrative Officer of the County of Lassen."*

#### ATTACHMENTS

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RE/DG/ts

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## ATTACHMENT 1

### Proposed Board Resolution

**RESOLUTION NO. 18-\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LASSEN APPROVING THE FORMS OF AND AUTHORIZING THE  
EXECUTION, DELIVERY AND RECORDING OF A FINAL MAP, FIRST  
AMENDMENT TO A SITE LEASE AND FIRST AMENDMENT TO A  
LEASE/PURCHASE AGREEMENT AND AUTHORIZING CERTAIN ADDITIONAL  
ACTIONS**

**WHEREAS**, the County of Lassen (the “County”), a political subdivision of the State of California duly organized and existing under and pursuant to the Constitution and laws of the State of California, is authorized to lease real property for its use; and

**WHEREAS**, pursuant to the request of the Board of Supervisors of the County of Lassen in 2015, the Lassen County Public Improvement Corporation, (“Corporation”), a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, assisted the County in financing (i) the acquisition of, improvements to, and equipping of the Riverside Bldg., (ii) improvements to and equipping of the Lassen County Courthouse and Courthouse Annex, (iii) construction of the Community Swimming Pool and (iv) delivery costs through the issuance of the “2015 Lease/Purchase”; and

**WHEREAS**, the 2015 Lease/Purchase financing was accomplished by (i) the Corporation’s entering into the Site Lease with the County, whereby the County leased property to the Corporation in exchange for an advanced lump sum rental, (ii) the Corporation leased that same property back to the County pursuant to that certain Lease/Purchase Agreement dated as of June 1, 2015, by and between the Corporation and the County, under which the County was and continues to be obligated to make rental payments (as such term is defined in the lease/purchase agreement) to the Corporation; and (iii) the Corporation’s assignment, without recourse, of all rights to receive such rental payments to TPB Investments Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation; and (iv) TPB, in exchange for that certain Assignment Agreement dated as of June 1, 2015 with the Corporation, made the lump sum advance rental payment to County; and (v) as of the date of execution of this First Amendment to the Site Lease, Western Alliance Business Trust, a Delaware statutory trust, as successor in interest to TPB Investment, Inc., shall be and is the assignee henceforth, for purposes of the 2015 Lease/Purchase.

**WHEREAS**, the real property which became the collateral in the 2015 Lease/Purchase is the Lassen County Juvenile Hall and the ground immediately thereunder, which occupies approximately two and one-half (2 ½) acres of an approximately twenty-three and one-half (23 ½) acre single undivided parcel owned by Lassen County on a property identified as Assessor’s Parcel Number 101-150-01 (the “Parcel”) located at 1405 Sheriff Cady Lane, Susanville, CA; that upon the remainder of the parcel is located the Lassen County Adult Detention Facility, the Lassen County Sheriff’s Administration Building, and an historic cemetery; and

**WHEREAS**, the County has an opportunity to make much needed improvements to its Lassen County Adult Detention Facility through a grant program offered by the State of California; in order to capitalize on the grant award (\$25 million) made to Lassen County for the improvement of the Jail, the parcel it sits upon must be unencumbered, as required by the State of California; as it exists currently, because the Jail and the Juvenile Hall exist on the same single undivided legal parcel of approximately twenty-three and one-half acres, and because the

Lease/Purchase is recorded against this parcel, it is encumbered; and

**WHEREAS**, the County wants to split the Parcel into four (4) separate legal parcels; those parcels could be generally described as the Cemetery parcel, the Adult Detention Facility parcel, the Sheriff's Office parcel, and the Youth Detention Facility (Juvenile Hall) parcel; by splitting the single legal parcel into four separate legal parcels, this would allow the three parcels other than the Youth Detention Facility parcel to be unencumbered (free and clear) so the County could capitalize on the grant award from the State of California; and

**WHEREAS**, in order to effect this splitting of the Parcel into four separate legal parcels in a manner that does not in any way impair the validity of the Site Lease, the Lease/Purchase agreement, or the Assignment agreement, the legal description of the parcel incident to the original financing arrangement must be substituted with the newly created legal description of the Youth Detention Facility (Juvenile Hall); and

**WHEREAS**, in order to effect the splitting of the Parcel the County submitted a Tentative Parcel Map application (the "Parcel Map") to the City of Susanville Planning Department; and

**WHEREAS**, the City of Susanville Planning Department determined that the Parcel Map is categorically exempt per Section 15315, Class 15 of the California Environmental Quality Act – Minor Land Divisions; and

**WHEREAS**, the Susanville Planning Commission (the "Planning Commission") adopted Resolution No. 17-1064 approving Parcel Map No. 17-013 allowing for the County to prepare and file a final Parcel Map (the "Final Map"); and

**WHEREAS**, the Final Map has been prepared and has been signed by Western Alliance Business Trust, a Delaware statutory trust, as successor in interest to TPB Investment, Inc., thereby consenting to such land division; and

**WHEREAS**, the Final Map, the First Amendment to the Site Lease, the First Amendment to the Lease/Purchase Agreement and the First Amendment to Assignment Agreement, which are incorporated herein by reference, have been presented to the Board of Supervisors of the County of Lassen (the "Board") for its review and approval; and

**WHEREAS**, the authorization, approval, execution and delivery of the Final Map, the First Amendment to the Site Lease, the First Amendment to the Lease/Purchase Agreement and the First Amendment to Assignment Agreement, and any other documents necessary and incidental thereto, are in the best interests of the County; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Supervisors of the County of Lassen as follows:

**Section 1. Recitals.** The Board of Supervisors of the County of Lassen (the "Board") hereby finds and determines that the above recitals are true and correct.

**Section 2. Authorization of Officers to Execute and Deliver Documents.** The Board hereby approves the Final Map, First Amendment to Site Lease and the First Amendment to Lease/Purchase Agreement in substantially the forms presented and authorizes and directs the Chairman of the Board, the County Administrative Officer and the Deputy County

Administrative Officer, and their designees (the "Authorized Officers"), and each of them individually, for and in the name of and on behalf of the County, to execute and deliver the Final Map, First Amendment to Site Lease and the First Amendment to Lease/Purchase Agreement in such forms, with such terms, agreements, conditions, changes, insertions, revisions, corrections, or amendments as shall be approved by the Authorized Officer executing them. The execution of the foregoing by an Authorized Officer shall constitute conclusive evidence of such officer's and the Board's approval of any such terms, agreements, conditions, changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to this meeting.

**Section 3. Other Actions.** The Board hereby authorizes and directs the Authorized Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete any and all actions and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed and approved in all respects.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** on March 20, 2018 by the Board of Supervisors of the County of Lassen by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Mr. Chris Gallagher  
Chairman of the Board of Supervisors

ATTEST:  
JULIE BUSTAMANTE  
Clerk of the Board

BY: \_\_\_\_\_  
Michele Yderraga, Deputy Clerk of the Board

I, Michele Yderraga, Deputy Clerk of the Board of Supervisors, County of Lassen, do hereby certify that the foregoing resolution was adopted by the said Board of Supervisors at a regular meeting thereof held on the 20th day of March, 2018.

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Deputy Clerk of the Board of Supervisors

## ATTACHMENT 2

Record of Survey Book 44 Maps, Page 67





## **ATTACHMENT 3**

**City of Susanville Planning Commission Resolution No. 17-1064**

**a. Tentative Parcel Map**

**RESOLUTION NO 17-1064**

**A RESOLUTION OF THE SUSANVILLE PLANNING COMMISSION APPROVING  
TENTATIVE PARCEL MAP NO. 17-013 FILED BY LASSEN COUNTY  
FOR PROPERTY LOCATED AT 1405 SHERIFF CADY LANE  
ASSESSOR'S PARCEL NUMBER 101-150-01**

**WHEREAS**, Lassen County, a political subdivision of the State of California, submitted a Tentative Parcel Map application to create four parcels of 11.35, 7.29, 2.27, and 2.54 acres from a 23.45 acre parcel on property identified as Assessor's Parcel Number 101-150-01 located at 1405 Sheriff Cady Lane, Susanville, CA; and

**WHEREAS**, the City of Susanville Planning Department has determined that this parcel map is categorically exempt per Section 15315, Class 15 of the California Environmental Quality Act - Minor Land Divisions; and

**WHEREAS**, the Susanville Planning Commission at a duly noticed public hearing held during its regular meeting of November 28, 2017, and continued December 12, 2017 accepted and considered written and verbal comments presented concerning the proposed Tentative Parcel Map; and

**NOW, THEREFORE, BE IT RESOLVED**, the City of Susanville Planning Commission hereby makes the following findings:

1. That the proposed project is consistent with the objectives, policies, general land use and programs of the Susanville General Plan 1990-2010 and the lot size, width and setback requirements of the PF zoning district of the Susanville Zoning Ordinance.
2. The proposed map is consistent with the required findings A through F of approval in section 16.16.080 the City of Susanville Municipal code:

A. The tentative parcel map and related improvements are consistent with the provisions of the adopted general plan for the city.

The public uses on the site and proposed map to place those uses on separate parcels is consistent with the Public designation of the Land Use Element of the City's General Plan.

B. The site is physically suited for the type and density of development proposed.

The site is already developed and no changes in the land use are proposed as a result of this map approval.

C. The design of the tentative parcel map and related improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

As no additional development will occur on the site no impacts will result as a result of this map approval.

D. The design of the tentative parcel map and related improvements is not likely to cause serious public health problems.

As no additional development will occur on the site, no public health problems will result as a result of this map approval.

E. The design of the tentative parcel map and related improvements will not conflict with any existing public access or other easements, or alternate easements for access or use are provided that will be substantially equivalent to the existing easement.

All public access have been established and will not change as a result of this map approval. The proposed 60' wide easement for Sheriff Cady Lane covers existing access improvements.

F. The tentative map is in conformance and consistent with the provisions of the Susanville Subdivision Ordinance and the State of California Subdivision Map Act.

Application of a tentative map and compliance with any required conditions and the filing of a final parcel map will satisfy compliance with both the City of Susanville and Subdivision Map Act.

3. No findings are identified per Section 66474 of the Government Code to cause denial of said Tentative Parcel Map.
4. The proposed project is categorically exempt from the provisions of the California Environmental Quality Act, specifically Section 15315, Class 15 Minor Land Divisions.

**BE IT FURTHER RESOLVED**, the Planning Commission hereby approves Tentative Parcel Map No. PM 17-013, filed by Lassen County, subject to the terms, agreements and conditions incorporated herein, and in accordance with the Tentative Parcel Map stamped and dated CITY OF SUSANVILLE RECEIVED NOV. 3, 2017, BUILDING & PLANNING and labeled EXHIBIT A, attached hereto and made a part

hereof, subject to the terms, conditions and mitigation measures set forth in this resolution:

**STANDARD CONDITIONS**

1. The Tentative Parcel Map shall expire on December 12, 2019 unless an extension of time is approved by the City of Susanville. The property owner is solely responsible for knowing the expiration date of the Tentative Parcel Map.
2. The Final Parcel Map and all reference documents shall have the Parcel Map Number 17-013 on the map and sheets.
3. The applicant/owner shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures, collectively Actions), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such actions are brought under the California Environmental Quality Act, The Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that developer shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the developer of any Action brought and City shall cooperate with developer in the defense of the Action.
4. All requirements for the recording of a final map, including the setting of monuments shall be completed prior to approval of the final map.
5. Utility easements to extend to meters and include all underground to be maintained by the City.

6. Comply with Subdivision Map Act Sections 66445 through 66450 for the preparation of the final map

APPROVED: \_\_\_\_\_

Vicki Lozano Chairperson

ATTEST: \_\_\_\_\_

Gwenna MacDonald

Secretary to the Planning Commission

The foregoing resolution was introduced and adopted at a regular meeting of the Susanville Planning Commission held on December 12, 2017 by the following vote:

AYES: W. Jambois, D. Foster, A. Dowdy, V. Lozano

NOES: None

ABSENT: L. Robinette

ABSTAIN: None

\_\_\_\_\_  
Gwenna MacDonald

Secretary to the Planning Commission

\_\_\_\_\_  
Jessica Ryan  
City Attorney

**NOTE:**

The Westerly boundary line of the parcel shown hereon is per an "Agreement of Boundary Line" as recorded at Book 63, Page 80, of the Official Records of Lassen County. Further, this "Line of Agreement" is shown at 2 Maps 58, 23 Maps 5 and 44 Maps 67.

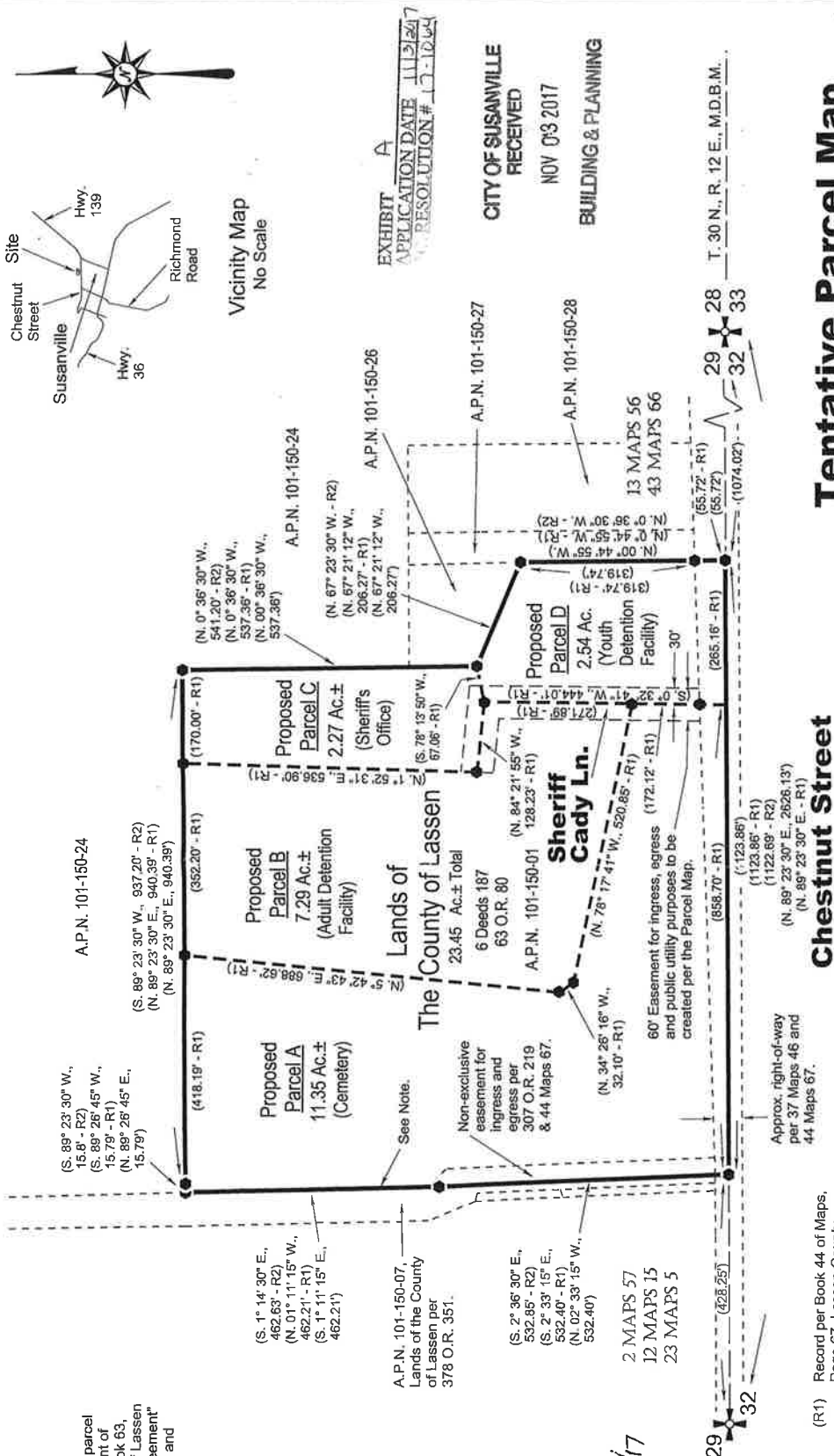
Map Prepared By:  
Don Willis, L.S. 7742  
Lassen County Surveyor



*Don E. Willis 11/21/17*

**LEGEND**

- ✱ Indicates record aliquot corner monument per Book 37 of Maps, Page 46, Lassen County Records.
- Indicates record monument per Book 37 of Maps, Page 46 and Book 44 of Maps, Page 67, Lassen County Records.
- ( ) Record per Book 37 of Maps, Page 46, Lassen County Records.
- Indicates proposed boundary line to be created per this map.
- (R1) Record per Book 44 of Maps, Page 67, Lassen County Records.
- (R2) Record per Book 2 of Maps, Page 58.



## **ATTACHMENT 4**

**Proposed "Final" Parcel Map w/signatures**



# SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of The County of Lassen in December 2017. I hereby state that this parcel map substantially conforms to the approved Tentative Map, and all monuments are of the character and occupy the positions shown on the map and are sufficient to enable this survey to be retraced.



Vernon H. Templeton Date: 2/13/18  
Vernon H. Templeton, L.S. 4647

# CITY ENGINEER'S CERTIFICATE

I, Daniel Gibbs, the City Engineer for the City of Susanville, have examined this Parcel Map of 2 sheets, designated Parcel Map No. 17-013 for the County of Lassen. The subdivision shown is substantially the same as it appeared on the Tentative Map approved by the City Planning Commission on December 12, 2017 and all approved alterations thereof. All provisions of the Subdivision Map Act and City of Susanville ordinances applicable as of December 12, 2017, the time of approval of the Tentative Map, have been complied with. The map is technically correct.

Daniel Gibbs, R.C.E. 59480, P.L.S. 9152  
Susanville City Engineer

# COUNTY SURVEYOR'S STATEMENT

I, Don E. Willis, hereby state that I examined this Parcel Map and that the subdivision shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof. I further state that this Parcel Map complies with all provisions of Chapter 2 of the California Subdivision Map Act, as amended, and all applicable ordinances of Lassen County, applicable at the time of approval of the tentative map and I am satisfied this final map is technically correct.



Don E. Willis Date: 2/13/18  
Don E. Willis, L.S. 7742  
Lassen County Surveyor

# CITY COUNCIL STATEMENT

On \_\_\_\_\_ the Susanville City Council on behalf of the public for the City of Susanville, approved the Map designated Parcel Map No. 17-013, and accepted:  
1. Dedication of Public Utility and Ingress/Egress Easement  
2. Utility easement note (C.O.A. No. 5)

Gwenna MacDonald  
City Clerk, City of Susanville

# COUNTY RECORDER'S STATEMENT

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ at \_\_\_\_\_ m. in  
Book \_\_\_\_\_ of Maps at Pages \_\_\_\_\_ at the request of Vernon H. Templeton.  
Fee : \$10.00

Julie Bustamante, Lassen County Recorder

# OWNER'S STATEMENT

We, The County of Lassen, Lassen County Public Improvement Corporation and Western Alliance Business Trust, hereby certify as follows:

1. We are all the parties having any record title interest in the real property subdivided by this map, within the meaning of paragraphs 66436 and 66445 of the Government Code of California.
2. We and each of us do hereby consent to the preparation and recordation of this map.

Lessee:

Lassen County, a political  
subdivision of the State of  
California  
By: Authorized Officer,  
County Administrative Officer

Lassen County Public Improvement Corporation  
By: Authorized Officer, President

TPS Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank,  
an Arizona Corporation.  
By: Authorized Officer  
Title: SVP Treasurer

# NOTARY ACKNOWLEDGEMENT

STATE OF Arizona  
COUNTY OF Maricopa

On this day of JANUARY 30, 2018, before me personally  
appeared John Radwanek

whose identity was proven to me on the basis of satisfactory evidence  
to be the person who he or she claims to be, and acknowledged that  
he or she signed the above/attached document.



Walsky Furber  
Notary Public

Juday Furber  
Print Name

March 23, 2020  
My Commission Expires

This certificate is attached to the following:  
Description of the document: \_\_\_\_\_

Document title: \_\_\_\_\_  
Document type: \_\_\_\_\_  
Number of pages: \_\_\_\_\_ Date: \_\_\_\_\_  
Additional signers: \_\_\_\_\_

# COUNTY TAX COLLECTOR'S CERTIFICATE

I, Nancy Cardenas, Tax Collector of Lassen County, certify that there are  
no tax liens against APN 101-150-01 as herein set forth,  
or any unpaid State, County, Municipal, or Local taxes,  
or special assessments collected as taxes, except taxes which are  
lien but not yet due or payable. I estimate the latter to be in  
an amount not to exceed \$ 0. If recorded by December 31, 2018.

Nancy Cardenas  
Nancy Cardenas, Lassen County Tax Collector

# NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public  
in and for said State, appeared, \_\_\_\_\_

who proved to me on the basis of satisfactory evidence  
to be 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.

Signature \_\_\_\_\_

# NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public  
in and for said State, appeared, \_\_\_\_\_

who proved to me on the basis of satisfactory evidence  
to be 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.

Signature \_\_\_\_\_

P/M 17-013  
PARCEL MAP FOR  
THE COUNTY OF LASSEN  
IN SECTION 29, T.30 N., R.12 E., M.D.B. & M.  
CITY OF SUSANVILLE, LASSEN COUNTY, CALIFORNIA

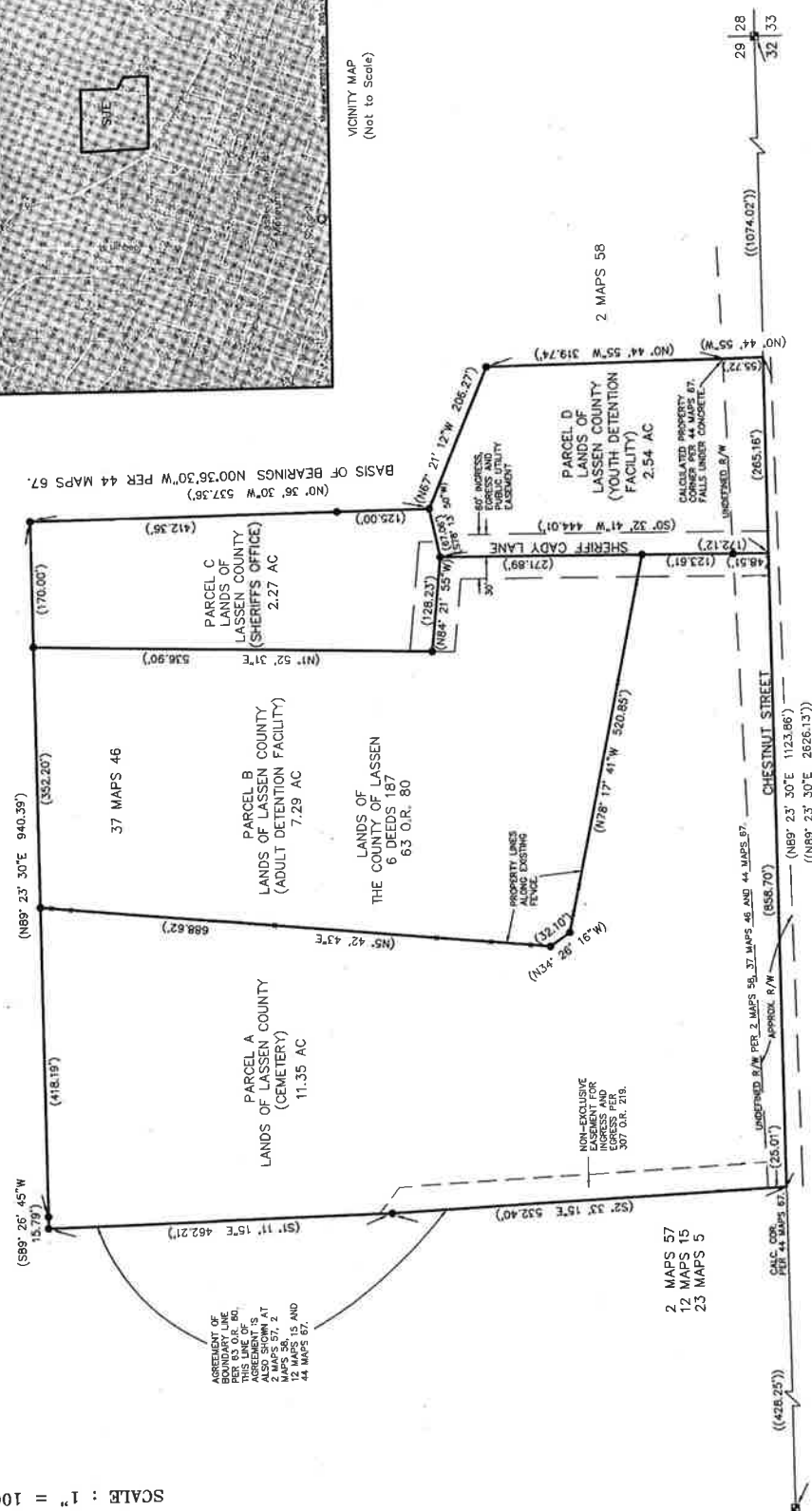
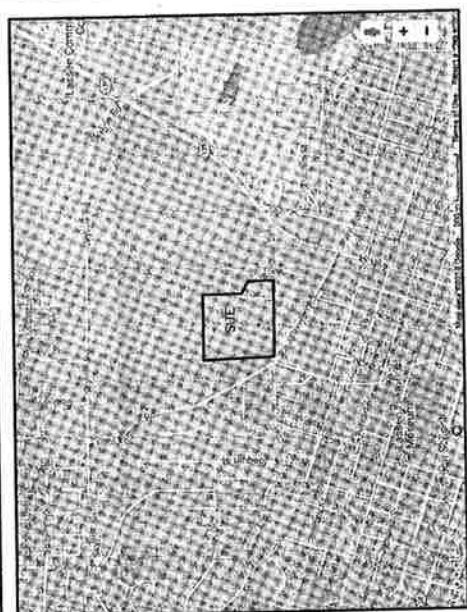
SCALE : 1" = 100'



DECEMBER 2017

2017-049

SHEET 1 OF 2



P/M 17-013  
PARCEL MAP FOR  
THE COUNTY OF LASSEN  
IN SECTION 29 T.30 N. R.12 E., M.D.B. & M.  
CITY OF SUSANVILLE, LASSEN COUNTY, CALIFORNIA

SCALE : 1" = 100'



**NST Engineering, Inc.**  
1405 Riverside Drive  
Susanville, CA 96150  
(916) 267-3179

DECEMBER 2017

SHEET 2 OF 2

### LEGEND

BEARINGS AND DISTANCES ARE RECORD AND MEASURED  
PER 44 MAPS 67. UNLESS OTHERWISE NOTED.

RECORD PER 37 MAPS 46.

FOUND MOVEMENT PER 44 MAPS 67.

RECORD MONUMENT PER 37 MAPS 48.

GRAPHIC SCALE



( IN FEET )  
1" = 100 ft.

## **ATTACHMENT 5**

### **Draft Lease Purchase Documents**

- a) First Amendment to Site Lease**
- b) First Amendment to Lease/Purchase Agreement**
- c) First Amendment to Assignment Agreement**

Recording Requested By: )  
County of Lassen )  
 )  
AFTER RECORDATION PLEASE )  
RETURN TO: )  
 )  
Robert M. Burns, Esq. )  
Lassen County Counsel )  
221 S. Roop St., Ste 2 )  
Susanville, CA 96130 )

---

This transaction is exempt from California documentary transfer tax pursuant to section 11929 of the California Revenue and Taxation Code. This document is recorded for the benefit of the County of Lassen, and recording is fee-exempt under section 27383 of the California Government Code (lease less than 35 years).

## **FIRST AMENDMENT TO SITE LEASE**

**(Amending that Site Lease, dated as of June 1, 2015, by and between the County of Lassen and the Lassen County Public Improvement Corporation, relating to the County of Lassen 2015 Lease/Purchase)**

by and between

The County of Lassen

as Lessor

and

The Lassen County Public Improvement Corporation

as Lessee.

Dated March 1, 2018

This First Amendment to the Site Lease, dated March 1, 2018, by and between the County of Lassen (the "County"), a political subdivision organized and existing under the Constitution and laws of the State of California, as lessor, and the Lassen County Public Improvement Corporation, ("Corporation"), a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), as lessee, amending that certain Site Lease, dated as of June 1, 2015, by and between the County and the Lassen County Public Improvement Corporation, recorded on June 3, 2015 as document number 2015-02413 in the official records of the County:

WITNESSETH:

WHEREAS, pursuant to the request of the Board of Supervisors of the County of Lassen in 2015, the Corporation assisted the County in financing (i) the acquisition of, improvements to, and equipping of the Riverside Bldg., (ii) improvements to and equipping of the Lassen County Courthouse and Courthouse Annex, (iii) construction of the Community Swimming Pool and (iv) delivery costs through the issuance of the "2015 Lease/Purchase"; and

WHEREAS, the 2015 Lease/Purchase financing was accomplished by (i) the Corporation's entering into the Site Lease with the County, whereby the County leased property to the Corporation in exchange for an advanced lump sum rental, (ii) the Corporation leased that same property back to the County pursuant to that certain Lease/Purchase Agreement dated as of June 1, 2015, by and between the Corporation and the County, under which the County was and continues to be obligated to make rental payments (as such term is defined in the lease/purchase agreement) to the Corporation; and (iii) the Corporation's assignment, without recourse, of all rights to receive such rental payments to TPB Investments Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation; and (iv) TPB, in exchange for that certain Assignment Agreement, dated as of June 1, 2015 with the Corporation, made the lump sum advance rental payment to County; and (v) as of the date of execution of this First Amendment to the Site Lease, Western Alliance Business Trust, a Delaware statutory trust, as successor in interest to TPB Investment, Inc., shall be and is the assignee henceforth, for purposes of the 2015 Lease/Purchase.

WHEREAS, the real property which became the collateral in the 2015 Lease/Purchase is the Lassen County Juvenile Hall and the ground immediately thereunder, which occupies approximately two and one-half (2 ½) acres of an approximately twenty-three and one-half (23 ½) acre single undivided parcel owned by Lassen County; that upon the remainder of the parcel is located the Lassen County Adult Detention Facility, the Lassen County Sheriff's Administration Building, and an historic cemetery; and

WHEREAS, the County has an opportunity to make much needed improvements to its Lassen County Adult Detention Facility through a grant program offered by the State of California; in order to capitalize on the grant award (\$25 million) made to Lassen County for the improvement of the Jail, the parcel it sits upon must be unencumbered, as required by the State of California; as it exists currently, because the Jail and the Juvenile Hall exist on the same single undivided legal parcel of approximately twenty-three and one-half acres, and because the Lease/Purchase is recorded against this parcel, it is encumbered; and

WHEREAS, the County wants to split this single legal parcel into four (4) separate legal parcels; those parcels could be generally described as the Cemetery parcel, the Adult Detention Facility parcel, the Sheriff's Office parcel, and the Youth Detention Facility (Juvenile Hall) parcel; by splitting the single legal parcel into four separate legal parcels, this would allow the three parcels other than the Youth Detention Facility parcel to be unencumbered (free and clear) so the County could capitalize on the grant award from the State of California; and

WHEREAS, in order to effect this splitting of this single legal parcel into four separate legal parcels in a manner that does not in any way impair the validity of the Site Lease, the Lease/Purchase agreement, or the Assignment agreement, the legal description of the parcel incident to the original financing arrangement must be substituted with the newly created legal description of the Youth Detention Facility (Juvenile Hall).

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by the parties as follows:

1. **Definitions.** Unless the context otherwise requires, all capitalized terms used in this Amendment and not defined herein shall for all purposes of this First Amendment have the meanings specified therefor in the Site Lease dated June 1, 2015.

2. **Amendment.**

- a) The original description of the Lease Property is set forth in Exhibit A, attached hereto.
- b) The Lease Property is hereby amended with the newly created legal description for the Youth Detention Facility (Juvenile Hall) to be as set forth in Exhibit B, attached hereto.
- c) The Lease Property is hereby excluded of the portions described in Exhibit C, attached hereto.
- d) By virtue of these revisions, the Lease Property described in Exhibit B shall hereafter be subject to the terms of the Site Lease, as amended by this First Amendment, and all real property described in Exhibit C is hereby unencumbered.

3. **Ratification of Amended Site Lease.** Except insofar as herein otherwise expressly provided, all the definitions, provisions, terms and conditions, including the representations and certifications made by the County to the Lender found in Section 1 of the Site Lease, shall be deemed to be incorporated in and made a part of this First Amendment; and the Site Lease, as amended by this First Amendment, is in all respects ratified and confirmed, and the Site Lease and this First Amendment shall hereafter be read, taken and considered as one and the same instrument, the Amended Site Lease, and the County and the Corporation agree to conform to and comply with all, and singular, the terms, provisions, covenants, and conditions set forth therein and herein.

4. **Severability of Invalid Provisions.** If any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this First Amendment and such invalidity, illegality or unenforceability shall not affect any other provisions of this Amendment, and this Amendment shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The County and the Corporation each hereby declares that it would have entered into this First Amendment and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one, or more sections, paragraphs, sentences, clauses, or phrases of this First Amendment may be held illegal, invalid, or unenforceable.

5. **Articles and Section Headings and References.** The headings or titles of the several Articles and Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this First Amendment. All references to "Articles" and "Sections"

and other subdivisions are to the corresponding Articles, Sections or other subdivisions of the Site Lease as modified by this First Amendment, as a whole.

6. **Execution in Several Counterparts.** This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall constitute but one and the same instrument.

7. **Governing Law.** This First Amendment shall be governed by the laws of the State of California applicable to contracts made and performed in such state.

IN WITNESS WHEREOF, the County and the Corporation have caused this First Amendment to be executed by their respective officers thereunto duly authorized, all on the day and year first above written.

COUNTY, as lessor.

By: \_\_\_\_\_  
Chris Gallagher, Chairman  
Board of Supervisors

CORPORATION, as lessee.

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY  
FROM JUNE 1, 2015

Juvenile Hall and the real property immediately under said building, located at 1415 Chestnut Street, Susanville, CA 96130 on a portion of the real property of the County described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

All that portion of the SE 1/4 of Section 29, Township 30 North, Range 12 East, Mount Diablo Meridian, according to the official plat thereof described as follows:

Beginning at a point on the South line of said SE 1/4 which bears along said South line 132 Rods 13 1/2 feet West from the Southeast corner of said Section 29; thence North 15 Chains; thence at right angles East 14.20 Chains; thence at right angles South 8.20 Chains; thence S 68°E 10.53 Chains; thence S 32° E 1.67 Chains; thence South 1.50 Chains to the South line of said Section 29; thence along said South line West to the point of beginning.

Excepting therefrom the parcel described in the Deed to James W. Compton recorded January 16, 1976 in Book 326 of Official Records, at Page 551.

Also excepting therefrom any portion of the first above described parcel which may lie Westerly of that certain agreed boundary line as described in the document entitled "Agreement of Boundary Line" recorded August 17, 1950 in Book 63 of Official Records, at Page 80.

Parcel 2:

All that portion of the SE 1/4 of Section 29, Township 30 North, Range 12 East, Mount Diablo Meridian, according to the official plat thereof, lying Easterly of that certain agreed boundary line, and the Southerly extension thereof, as described in that certain document entitled "Agreement of Boundary Line", recorded August 17, 1950 in Book 63 of Official Records, at Page 80; lying Southerly of the Westerly extension of the North line of the parcel described in the deed to the County of Lassen recorded March 23, 1920 in Book 6 of Deeds, at Page 187; thence lying Westerly of the West line of said County of Lassen Parcel.

APN/Parcel ID(s): 101-150-01



EXHIBIT B

NEW LEGAL DESCRIPTION OF PROPERTY  
UPON WHICH YOUTH DETENTION FACILITY (JUVENILE HALL) SITS

All that certain real property located in a portion of Section 29, Township 30 North, Range 12 East, MDB&M, in the City of Susanville, Lassen County, California, more particularly described as follows:

Parcel D as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

APN/Parcel ID(s): \_\_\_\_\_[to come]

DRAFT

EXHIBIT C

NEW LEGAL DESCRIPTION OF 3 PARCELS UPON  
WHICH ADULT DETENTION FACILITY, CEMETERY, AND  
SHERIFF'S ADMINISTRATION BUILDING SIT  
(UNENCUMBERED)

All that certain real property located in a portion of Section 29, Township 30 North, Range 12 East, MDB&M, in the City of Susanville, Lassen County, California, more particularly described as follows:

Parcel A as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

Parcel B as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

Parcel C as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

APN/Parcel ID(s): \_\_\_\_\_ [to come]

Recording Requested By: )  
County of Lassen )  
 )  
AFTER RECORDATION PLEASE )  
RETURN TO: )  
 )  
Robert M. Burns, Esq. )  
Lassen County Counsel )  
221 S. Roop St., Ste 2 )  
Susanville, CA 96130 )

---

This transaction is exempt from California documentary transfer tax pursuant to section 11929 of the California Revenue and Taxation Code. This document is recorded for the benefit of the County of Lassen, and recording is fee-exempt under section 27383 of the California Government Code (lease less than 35 years).

## **FIRST AMENDMENT TO LEASE/PURCHASE AGREEMENT**

**(Amending that Lease/Purchase Agreement, dated as of June 1, 2015, by and between the Lassen County Public Improvement Corporation and the County of Lassen, relating to the County of Lassen 2015 Lease/Purchase)**

by and between

Lassen County Public Improvement  
Corporation,

as Lessor

and

County of Lassen

as Lessee.

Dated March 1, 2018.

This First Amendment to the Lease/Purchase agreement, dated March 1, 2018, by and between the Lassen County Public Improvement Corporation (the "Corporation"), a non-profit public benefit corporation duly organized and existing under the laws of the State of California, as lessor, and the County of Lassen, a political subdivision organized and existing under the Constitution and laws of the State of California, as lessee (the "County"), amending that certain Lease/Purchase Agreement, dated as of June 1, 2015, by and between the Lassen County Public Improvement Corporation and the County of Lassen, recorded on June 3, 2015 as document number 2015-02414 in the official records of the County:

WITNESSETH:

WHEREAS, pursuant to the request of the Board of Supervisors of the County of Lassen in 2015, the Corporation assisted the County in financing (i) the acquisition of, improvements to, and equipping of the Riverside Bldg., (ii) improvements to and equipping of the Lassen County Courthouse and Courthouse Annex, (iii) construction of the Community Swimming Pool and (iv) delivery costs through the issuance of the "2015 Lease/Purchase"; and

WHEREAS, the 2015 Lease/Purchase financing was accomplished by (i) the Corporation's entering into a site lease with the County, whereby the County leased property to the Corporation in exchange for an advanced lump sum rental, (ii) the Corporation leased that same property back to the County pursuant to that certain Lease/Purchase Agreement dated as of June 1, 2015, by and between the Corporation and the County, under which the County was and continues to be obligated to make rental payments (as such term is defined in the lease/purchase agreement) to the Corporation; and (iii) the Corporation's assignment, without recourse, of all rights to receive such rental payments to TPB Investments Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation; and (iv) TPB, in exchange for that certain Assignment Agreement dated as of June 1, 2015 with the Corporation, made the lump sum advance rental payment to County; and (v) as of the date of execution of this First Amendment to the Lease/Purchase, Western Alliance Business Trust, a Delaware statutory trust, as successor in interest to TPB Investment, Inc., shall be and is the assignee henceforth, for purposes of the 2015 Lease/Purchase.

WHEREAS, the real property which became the collateral in the 2015 Lease/Purchase is the Lassen County Juvenile Hall and the ground immediately thereunder, which occupies approximately two and one-half (2 ½) acres of an approximately twenty-three and one-half (23 ½) acre single undivided parcel owned by Lassen County; that upon the remainder of the parcel is located the Lassen County Adult Detention Facility, the Lassen County Sheriff's Administration Building, and an historic cemetery; and

WHEREAS, the County has an opportunity to make much needed improvements to its Lassen County Adult Detention Facility through a grant program offered by the State of California; in order to capitalize on the grant award (\$25 million) made to Lassen County for the improvement of the Jail, the parcel it sits upon must be unencumbered, as required by the State of California; as it exists currently, because the Jail and the Juvenile Hall exist on the same single undivided legal parcel of approximately twenty-three and one-half acres, and because the Lease/Purchase is recorded against this parcel, it is encumbered; and

WHEREAS, the County wants to split this single legal parcel into four (4) separate legal parcels; those parcels could be generally described as the Cemetery parcel, the Adult Detention Facility parcel, the Sheriff's Office parcel, and the Youth Detention Facility (Juvenile Hall) parcel; by splitting the single

legal parcel into four separate legal parcels, this would allow the three parcels other than the Youth Detention Facility parcel to be unencumbered (free and clear) so the County could capitalize on the grant award from the State of California; and

WHEREAS, in order to effect this splitting of this single legal parcel into four separate legal parcels in a manner that does not in any way impair the validity of the Site Lease, the Lease/Purchase agreement, or the Assignment agreement, the legal description of the parcel incident to the original financing arrangement must be substituted with the newly created legal description of the Youth Detention Facility (Juvenile Hall).

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by the parties as follows:

**1. Definitions.** Unless the context otherwise requires, all capitalized terms used in this Amendment and not defined herein shall for all purposes of this First Amendment have the meanings specified therefor in the Lease/Purchase agreement date June 1, 2015.

**2. Amendment.**

- a. The original description of the Lease Property is set forth in Exhibit A, attached hereto.
- b. The Lease Property is hereby amended with the newly created legal description for the Youth Detention Facility (Juvenile Hall) to be as set forth in Exhibit B, attached hereto.
- c. The Lease Property is hereby excluded of the portions described in Exhibit C, attached hereto.
- d. By virtue of these revisions, the Lease Property described in Exhibit B shall hereafter be subject to the terms of the Lease/Purchase agreement, as amended by this First Amendment, and all real property described in Exhibit C is hereby unencumbered.

**3. Ratification of Amended Lease/Purchase.** Except insofar as herein otherwise expressly provided, all the definitions, provisions, terms and conditions of the Lease/Purchase, including the representations, covenants, and warranties of the County to the Corporation, found in section 2.1 of that document, and including the representations, covenants, and warranties of the Corporation to the County, found in section 2.2 of that document, shall be deemed to be incorporated in and made a part of this First Amendment; and the Lease/Purchase, as amended by this First Amendment, is in all respects ratified and confirmed, and the Lease/Purchase and this Amendment shall hereafter be read, taken and considered as one and the same instrument, the Amended Lease/Purchase, and the County and the Corporation agree to conform to and comply with all and singular the terms, provisions, covenants and conditions set forth therein and herein.

**4. Severability of Invalid Provisions.** If any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this First Amendment and such invalidity, illegality or unenforceability shall not affect any other provisions of this First Amendment, and this First Amendment shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The County and the Corporation each hereby declares that it would have entered into this First Amendment and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more

Sections, paragraphs, sentences, clauses or phrases of this First Amendment may be held illegal, invalid or unenforceable.

5. **Articles and Section Headings and References.** The headings or titles of the several Articles and Sections hereof, and the table of contents hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this First Amendment. All references to "Articles" and "Sections" and other subdivisions are to the corresponding Articles, Sections or other subdivisions of the Lease/Purchase agreement, dated June 1, 2015, as modified by this First Amendment, as a whole.
6. **Execution in Several Counterparts.** This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute but one and the same instrument.
7. **Governing Law.** This First Amendment shall be governed by the laws of the State of California applicable to contracts made and performed in such State.
8. **Assurance of Post-Amendment Value of Collateral.** On the date of execution of the Lease/Purchase, June 1, 2015, the insured real property value of the leased property was, as stated in section 2.1(k) of that document, \$4,412,232.00. As of October 4, 2017, the insured real property value of the leased property has increased to \$4,649,615.00.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Lessor (Lassen County Public Improvement Corporation) and the Lessee (County of Lassen) have caused this First Amendment to be executed by their respective officers thereunto duly authorized, all on the day and year first above written.

COUNTY, as lessee.

By: \_\_\_\_\_  
Chris Gallagher, Chairman  
Board of Supervisors

CORPORATION, as lessor.

By: \_\_\_\_\_  
Authorized Officer

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY  
FROM JUNE 1, 2015

Juvenile Hall and the real property immediately under said building, located at 1415 Chestnut Street, Susanville, CA 96130 on a portion of the real property of the County described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

All that portion of the SE 1/4 of Section 29, Township 30 North, Range 12 East, Mount Diablo Meridian, according to the official plat thereof described as follows:

Beginning at a point on the South line of said SE 1/4 which bears along said South line 132 Rods 13 1/2 feet West from the Southeast corner of said Section 29; thence North 15 Chains; thence at right angles East 14.20 Chains; thence at right angles South 8.20 chains; thence S 68°E 10.53 Chains; thence S 32° E 1.67 Chains; thence South 1.50 Chains to the South line of said Section 29; thence along said South line West to the point of beginning.

Excepting therefrom the parcel described in the Deed to James W. Compton recorded January 16, 1976 in Book 326 of Official Records, at Page 551.

Also excepting therefrom any portion of the first above described parcel which may lie Westerly of that certain agreed boundary line as described in the document entitled "Agreement of Boundary Line" recorded August 17, 1950 in Book 63 of Official Records, at Page 80.

Parcel 2:

All that portion of the SE 1/4 of Section 29, Township 30 North, Range 12 East, Mount Diablo Meridian, according to the official plat thereof, lying Easterly of that certain agreed boundary line, and the Southerly extension thereof, as described in that certain document entitled "Agreement of Boundary Line", recorded August 17, 1950 in Book 63 of Official Records, at Page 80; lying Southerly of the Westerly extension of the North line of the parcel described in the deed to the County of Lassen recorded March 23, 1920 in Book 6 of Deeds, at Page 187; thence lying Westerly of the West line of said County of Lassen Parcel.

APN/Parcel ID(s): 101-150-01



EXHIBIT B

NEW LEGAL DESCRIPTION OF PROPERTY  
UPON WHICH YOUTH DETENTION FACILITY (JUVENILE HALL) SITS

All that certain real property located in a portion of Section 29, Township 30 North, Range 12 East, MDB&M, in the City of Susanville, Lassen County, California, more particularly described as follows:

Parcel D as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

APN/Parcel ID(s): \_\_\_\_\_[to come]

EXHIBIT C

NEW LEGAL DESCRIPTION OF 3 PARCELS UPON  
WHICH ADULT DETENTION FACILITY, CEMETERY, AND  
SHERIFF'S ADMINISTRATION BUILDING SIT  
(UNENCUMBERED)

All that certain real property located in a portion of Section 29, Township 30 North, Range 12 East, MDB&M, in the City of Susanville, Lassen County, California, more particularly described as follows:

Parcel A as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

Parcel B as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

Parcel C as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

APN/Parcel ID(s): \_\_\_\_\_ [to come]

Recording Requested By: )  
County of Lassen )  
AFTER RECORDATION PLEASE )  
RETURN TO: )  
Robert M. Burns, Esq. )  
Lassen County Counsel )  
221 S. Roop St., Ste 2 )  
Susanville, CA 96130 )

---

This transaction is exempt from California documentary transfer tax pursuant to section 11929 of the California Revenue and Taxation Code. This document is recorded for the benefit of the County of Lassen, and recording is fee-exempt under section 27383 of the California Government Code (lease less than 35 years).

## **FIRST AMENDMENT TO ASSIGNMENT AGREEMENT**

**(Amending that Assignment Agreement, dated as of June 1, 2015, by and between the Lassen County Public Improvement Corporation and TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation, relating to the County of Lassen 2015 Lease/Purchase)**

By and between

The Lassen County Public Improvement Corporation

as Assignor

and

Western Alliance Business Trust, a Delaware statutory trust, as successor in interest to TPB Investments, Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona corporation.

as Assignee

Dated March 1, 2018.

This First Amendment to the Assignment Agreement, dated March 1, 2018, by and between the Lassen County Public Improvement Corporation, ("Corporation"), as Assignor, a nonprofit public benefit corporation, duly organized and existing under the laws of the State of California, and consented to by TPB Investments Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation, as Assignee of the obligations described below (the "Assignee") amending that certain Assignment Agreement, dated as of June 1, 2015, by and between the Lassen County Public Improvement Corporation and TPB Investments Inc., recorded on June 3, 2015 as document number 2015-02415 in the official records of the County:

WITNESSETH:

WHEREAS, pursuant to the request of the Board of Supervisors of the County of Lassen in 2015, the Corporation assisted the County in financing (i) the acquisition of, improvements to, and equipping of the Riverside Bldg., (ii) improvements to and equipping of the Lassen County Courthouse and Courthouse Annex, (iii) construction of the Community Swimming Pool and (iv) delivery costs through the issuance of the "2015 Lease/Purchase"; and

WHEREAS, the 2015 Lease/Purchase financing was accomplished by (i) the Corporation's entering into a site lease with the County, whereby the County leased property to the Corporation in exchange for an advanced lump sum rental, (ii) the Corporation leased that same property back to the County pursuant to that certain Lease/Purchase Agreement dated as of June 1, 2015, by and between the Corporation and the County, under which the County was and continues to be obligated to make rental payments (as such term is defined in the lease/purchase agreement) to the Corporation; and (iii) the Corporation's assignment, without recourse, of all rights to receive such rental payments to TPB Investments Inc., a wholly-owned subsidiary of Western Alliance Bank, an Arizona Corporation; and (iv) TPB, in exchange for that certain Assignment Agreement dated as of June 1, 2015 with the Corporation, made the lump sum advance rental payment to County; and (v) as of the date of execution of this First Amendment to the Lease/Purchase, Western Alliance Business Trust, a Delaware statutory trust, as successor in interest to TPB Investment, Inc., shall be and is the assignee henceforth, for purposes of the 2015 Lease/Purchase.

WHEREAS, the real property which became the collateral in the 2015 Lease/Purchase is the Lassen County Juvenile Hall and the ground immediately thereunder, which occupies approximately two and one-half (2 ½) acres of an approximately twenty-three and one-half (23 ½) acre single undivided parcel owned by Lassen County; that upon the remainder of the parcel is located the Lassen County Adult Detention Facility, the Lassen County Sheriff's Administration Building, and an historic cemetery; and

WHEREAS, the County has an opportunity to make much needed improvements to its Lassen County Adult Detention Facility through a grant program offered by the State of California; in order to capitalize on the grant award (\$25 million) made to Lassen County for the improvement of the Jail, the parcel it sits upon must be unencumbered, as required by the State of California; as it exists currently, because the Jail and the Juvenile Hall exist on the same single undivided legal parcel of approximately twenty-three and one-half acres, and because the Lease/Purchase is recorded against this parcel, it is

encumbered; and

WHEREAS, the County wants to split this single legal parcel into four (4) separate legal parcels; those parcels could be generally described as the Cemetery parcel, the Adult Detention Facility parcel, the Sheriff's Office parcel, and the Youth Detention Facility (Juvenile Hall) parcel; by splitting the single legal parcel into four separate legal parcels, this would allow the three parcels other than the Youth Detention Facility parcel to be unencumbered (free and clear) so the County could capitalize on the grant award from the State of California; and

WHEREAS, in order to effect this splitting of this single legal parcel into four separate legal parcels in a manner that does not in any way impair the validity of the Site Lease, the Lease/Purchase agreement, or the Assignment agreement in any way, the legal description of the parcel incident to the original financing arrangement must be substituted with the newly created legal description of the Youth Detention Facility (Juvenile Hall).

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by the parties as follows:

**1. Definitions.** Unless the context otherwise requires, all capitalized terms used in this Amendment and not defined herein shall for all purposes of this First Amendment have the meanings specified therefor in the Assignment Agreement date June 1, 2015.

**2. Amendment.**

- a. The original description of the Lease Property is set forth in Exhibit A, attached hereto.
- b. The Lease Property is hereby amended with the newly created legal description for the Youth Detention Facility (Juvenile Hall) to be as set forth in Exhibit B, attached hereto.
- c. The Lease Property is hereby excluded of the portions described in Exhibit C, attached hereto.
- d. By virtue of these revisions, the Lease Property described in Exhibit B shall hereafter be subject to the terms of the Assignment Agreement, as amended by this First Amendment, and all real property described in Exhibit C is hereby unencumbered.

**3. Ratification of Amended Assignment Agreement.** Except insofar as herein otherwise expressly provided, all the definitions, provisions, terms and conditions of the Assignment Agreement, including the representations and warranties made by the Corporation to the Lender, found in Section 4 of that document, and the Covenants made by the Corporation, found in Section 5 of that document, shall be deemed to be incorporated in and made a part of this First Amendment; and the Assignment Agreement, as amended by this First Amendment, is in all respects ratified and confirmed, and the Assignment Agreement and this Amendment shall hereafter be read, taken and considered as one and the same instrument, the Amended Assignment Agreement, and the County and the Corporation agree to conform to and comply with all and singular the terms, provisions, covenants and conditions set forth therein and herein.

**4. Severability of Invalid Provisions.** If any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this First Amendment and such invalidity, illegality or

unenforceability shall not affect any other provisions of this First Amendment, and this First Amendment shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The County and the Corporation each hereby declares that it would have entered into this First Amendment and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this First Amendment may be held illegal, invalid or unenforceable.

5. **Articles and Section Headings and References.** The headings or titles of the several Articles and Sections hereof, and the table of contents hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this First Amendment. All references to "Articles" and "Sections" and other subdivisions are to the corresponding Articles, Sections or other subdivisions of the Assignment Agreement, dated June 1, 2015, as modified by this First Amendment, as a whole.
6. **Execution in Several Counterparts.** This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute but one and the same instrument.
7. **Governing Law.** This First Amendment shall be governed by the laws of the State of California applicable to contracts made and performed in such State.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Assignor (Lassen County Public Improvement Corporation) and the Assignee (Western Alliance Business Trust, as successor in interest to TPB) have caused this First Amendment to be executed by their respective officers thereunto duly authorized, all on the day and year first above written.

CORPORATION, as Assignor.

By: \_\_\_\_\_  
Authorized Officer  
Mr. Chris Gallagher, President

Consented to by:

Western Alliance Business Trust, a  
Delaware statutory trust, as successor in  
interest to TPB Investments, Inc., a  
wholly-owned subsidiary of Western  
Alliance Bank, an Arizona corporation.

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY FROM JUNE 1, 2015

Juvenile Hall and the real property immediately under said building, located at 1415 Chestnut Street, Susanville, CA 96130 on a portion of the real property of the County described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SUSANVILLE, COUNTY OF LASSEN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

#### Parcel 1:

All that portion of the SE 1/4 of Section 29, Township 30 North, Range 12 East, Mount Diablo Meridian, according to the official plat thereof described as follows:

Beginning at a point on the South line of said SE 1/4 which bears along said South line 132 Rods 13 1/2 feet West from the Southeast corner of said Section 29; thence North 15 Chains; thence at right angles East 14.20 Chains; thence at right angles South 8.20 chains; thence S 68°E 10.53 Chains; thence S 32° E 1.67 Chains; thence South 1.50 Chains to the South line of said Section 29; thence along said South line West to the point of beginning.

Excepting therefrom the parcel described in the Deed to James W. Compton recorded January 16, 1976 in Book 326 of Official Records, at Page 551.

Also excepting therefrom any portion of the first above described parcel which may lie Westerly of that certain agreed boundary line as described in the document entitled "Agreement of Boundary Line" recorded August 17, 1950 in Book 63 of Official Records, at Page 80.

#### Parcel 2:

All that portion of the SE 1/4 of Section 29, Township 30 North, Range 12 East, Mount Diablo Meridian, according to the official plat thereof, lying Easterly of that certain agreed boundary line, and the Southerly extension thereof, as described in that certain document entitled "Agreement of Boundary Line", recorded August 17, 1950 in Book 63 of Official Records, at Page 80; lying Southerly of the Westerly extension of the North line of the parcel described in the deed to the County of Lassen recorded March 23, 1920 in Book 6 of Deeds, at Page 187; thence lying Westerly of the West line of said County of Lassen Parcel.

APN/Parcel ID(s): 101-150-01



EXHIBIT B

NEW LEGAL DESCRIPTION OF PROPERTY  
UPON WHICH YOUTH DETENTION FACILITY (JUVENILE HALL) SITS

All that certain real property located in a portion of Section 29, Township 30 North, Range 12 East, MDB&M, in the City of Susanville, Lassen County, California, more particularly described as follows:

Parcel D as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

APN/Parcel ID(s): \_\_\_\_\_[to come]

EXHIBIT C

NEW LEGAL DESCRIPTION OF 3 PARCELS UPON WHICH  
ADULT DETENTION FACILITY, CEMETERY, AND SHERIFF'S  
ADMINISTRATION BUILDING SIT (UNENCUMBERED)

All that certain real property located in a portion of Section 29, Township 30 North, Range 12 East, MDB&M, in the City of Susanville, Lassen County, California, more particularly described as follows:

Parcel A as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

Parcel B as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

Parcel C as shown on that Record of Survey No. 2017-007 for the County of Lassen filed August 7th, 2017 in Book 44 of Maps at Page 67, Lassen County Records.

APN/Parcel ID(s): \_\_\_\_\_[to come]