

**FIRST AMENDMENT TO
ELECTRONIC SITE LEASE AGREEMENT
BETWEEN SANTA FE COUNTY AND LAC MINERALS (USA) LLC**

This First Amendment to Electronic Site Lease Agreement (this “**First Amendment**”), is made and entered into to be effective upon the last date of signature by the parties (the “**Effective Date**”), by and between **LAC Minerals (USA) LLC**, a Delaware limited liability company, with an address at 460 West 50 North, Salt Lake City, Utah 84101 (“**Lessor**”), and **Santa Fe County, Santa Fe County Fire Department**, which is further identified in Exhibit A (“**Lessee**”).

Recitals

A. Lessor and Lessee entered into that certain Electronic Site Lease Agreement dated September 1, 2010 (the “**Agreement**”).

B. Lessor and Lessee have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending the Agreement it is now and hereby agreed notwithstanding anything to the contrary in the Agreement, Lessor and Lessee agree as follows:

Agreement

1.0 Definitions.

1.1 Unless otherwise indicated herein, all capitalized terms used in this Amendment shall have the definitions assigned to them in the Agreement.

2.0 Amendment to the Agreement

2.1 This Amendment constitutes an amendment to the Agreement entered into in accordance with the requirements of Section 21(g) of the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

2.2 The Agreement is hereby amended as follows:

(a) The first two sentences of Section 4 are hereby deleted and replaced with:

“The Term of this Lease will commence at the Commencement Date set forth

in Exhibit A, attached hereto and incorporated herein by this reference. The Term of this Lease will continue from the Commencement Date until the Termination indicated in Exhibit A, unless earlier terminated in accordance with the terms and conditions hereinafter set forth or the APPROPRIATIONS provision set forth in Exhibit A."

(b) Section 12(c) is hereby deleted and replaced with:

"Intentionally Omitted".

(c) The last sentence of Section 13 is hereby deleted and replaced with:

"No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessee or its public employees at common law or under the New Mexico Tort Claims Act. Lessee shall, from and after March 25, 2016 maintain, at its expense, a Premises Environmental Liability Insurance Policy in amounts and type consistent with general industry and governmental practice and all applicable laws. The Lessee shall provide the Lessor with a certificate of insurance documenting that such coverage is in force throughout the Term, and will also give the Lessor at least forty-five (45) days' written notice before the required insurance can be altered or canceled."

(d) The individual designated by Lessee for notices and payments shall be Steve Moya, Assistant Fire Chief, in lieu of Stan Holden, Fire Chief.



(e) Exhibit A of the Lease is hereby deleted and replaced to the revised Exhibit A attached to this First Amendment as Schedule I and incorporated herein by reference.

3.0 Ratification of Agreement

3.1 Except as modified by this First Amendment, the terms and conditions of the Agreement remain in full force and effect. Lessor and Lessee hereby ratify, adopt and confirm the Agreement, as amended by this First Amendment, as their valid and binding agreement, enforceable against each of them in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Electronic Site Lease Agreement to be executed as of the Effective Date.

LESSOR

By 
Peter Webster
Its Director
By 
Paul D. Judd
Its CFO & Tax Director

LESSEE

By 
Miguel M. Chavez, Chair
Santa Fe County Board of Commissioners

ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk

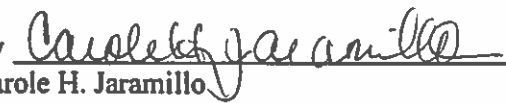


APPROVED AS TO FORM:

By 
Gregory S. Shaffer
Santa Fe County Attorney

Date: 3-22-16

FINANCE DEPARTMENT:

By 
Carole H. Jaramillo
Finance Director

Date: 4/11/16

SCHEDULE 1

EXHIBIT A
TO
ELECTRONIC SITE LEASE AGREEMENT

Lessee: Santa Fe County
35 Camino Justicia
Santa Fe, New Mexico 87508
Telephone (505) 992-3070

Date of Initial Lease: September 1, 2010.

Description of Equipment:

Santa Fe Fire Department
(3) 150 MHZ Repeaters
(1) Tower
(1) Communication Building (20' X 15')

Description of Electronic Site:

An area of approximately 40' X 40' and approximately 150 from
Goldmine Road, Cerrillos, NM. Site to be located at the following
longitude/latitude as further specified by Lessor:

N 35°, 20', 34.8"
W 106°, 07', 25.7"

Base Monthly Rent and Charges (as subject to change by Lessor): \$2,750.00 per year.

Term: Five years. Commencement date of September 1, 2010, and ending
August 31, 2020 (subject to renewal as described in 4. Term of the Lease.)

APPROPRIATIONS: For the Lessee, the terms of this Lease Agreement are contingent upon
sufficient appropriations and authorization being made by the Legislature
of the State of New Mexico and the Board of County Commissioners of
Santa Fe County for the performance of this Agreement. If sufficient
appropriations and authorization are not made, this Lease Agreement shall
terminate immediately upon written notice being given by the Lessee to
the Lessor. The Lessee's decision as to whether sufficient appropriations
are available shall be accepted by the Lessor and shall be final.