

**SECOND AMENDMENT TO MOBILE HOME RENTAL AGREEMENT**

THIS SECOND AMENDMENT TO MOBILE HOME RENTAL AGREEMENT ("Second Amendment") is made and entered into as of March 1, 2011, by and between the City of Calistoga, a municipal corporation ("City"), and Napa Ambulance Service, Inc., a California corporation ("Tenant").

**RECITALS:**

A. City and Tenant entered into that certain Mobile Home Rental Agreement dated June 1, 2004 ("Original Rental Agreement").

B. The Original Rental Agreement was extended by that certain letter agreement between City and Tenant, dated February 17, 2009 ("First Amendment"). The Original Rental Agreement and the First Amendment are hereinafter collectively referred to as the "Rental Agreement."

C. Tenant has elected to exercise its right to extend the term of the Rental Agreement as set forth in Section 2(b) of the Rental Agreement.

D. City and Tenant desire by this Second Amendment to amend the terms of the Rental Agreement to effectuate the extension of the term and to updated addresses for notice to be provided, as set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Tenant hereby agree as follows:

1. Extension of Term. The term of the Rental Agreement as set forth in Section 2(a) thereof is hereby extended for an additional one (1) year term commencing on March 1, 2011 and expiring on February 29, 2012 ("Second Extension Term").

2. Rent. Commencing March 1, 2011, the rent shall be \$1,000 per month for the term of this Extension Period

3. Further Extensions. Tenant may extend the term of the Rental Agreement for any period up to May 31, 2014 on mutual agreement of City and Tenant, provided the requirements set forth in Section 2(b)(i) and (ii) are met.

4. Relocation Waiver. Tenant fully releases and discharges City (in its capacity as landlord and otherwise as a municipal corporation) from all and any manner of rights, demands, liabilities, obligations, claims, or causes of action, in law or equity, of any kind or nature, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the relocation of Tenant's business operations, or the relocation of any person(s), business(es), or other occupant(s) located on within, on, or about, the Mobile Home following the full or partial termination or expiration of Tenant's interest in the Mobile Home (collectively, "Relocation Claims"), including waiver and release of any relocation rights under Government Code sections 7260 et seq. or any federal laws. Tenant acknowledges and agrees that the release and waiver set forth in this Section 4 is material consideration for City's agreement to extend the term of this

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Rental Agreement, and that, but for this release and waiver, City would not have entered into this Second Amendment to the Rental Agreement. By releasing and forever discharging the Relocation Claims, Tenant expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

5. Notices. Section 20 of the Rental Agreement is hereby revised to update the name and address of the City Attorney, Michelle Marchetta Kenyon, as follows:

Burke, Williams & Sorensen, LLP  
1901 Harrison Street, Suite 900  
Oakland, CA 94612  
Attn: Michelle Marchetta Kenyon, Esq.

6. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Rental Agreement.

7. Rental Agreement in Effect. City and Tenant acknowledge and agree that the Rental Agreement, except as amended by this Second Amendment, remains unmodified and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have entered into this Second Amendment to be effective as of the date first above written.

**CITY:**

CITY OF CALISTOGA, a municipal corporation

By: \_\_\_\_\_  
Richard Spitler, City Manager

Attest:

\_\_\_\_\_  
Susan Sneddon, City Clerk

Approved as to Form:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

**TENANT:**

NAPA AMBULANCE SERVICE, INC., a California corporation

By: \_\_\_\_\_  
Stewart Slipiec, General Manager

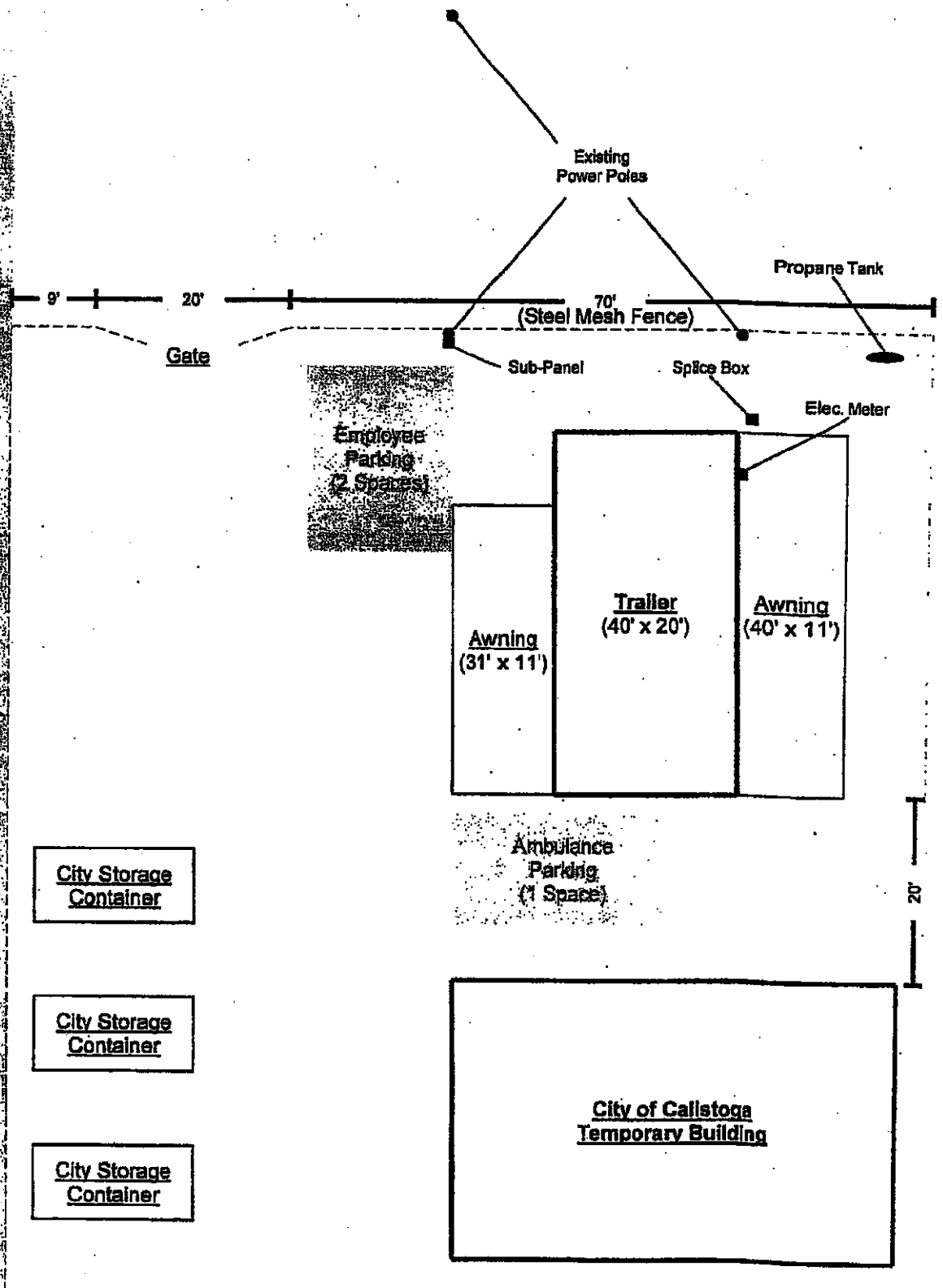
# EXHIBIT A

Little League Field

(Steel Mesh Fence)



Washington Street



Piner's Ambulance Station Project  
City of Callistoga DPW Site, 406 Washington Street  
APN No. 11-260-003

Scale: 1/16" = 1'