

Project: Hearts Adaptive Riding Program
APN: 059-140-023 (Portion)
Folio: R-216
Agent: JJH

LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the "COUNTY,"

and the

Hearts Therapeutic Equestrian Center, AKA Hearts Adaptive Riding Program, a nonprofit organization, hereinafter referred to as "LESSEE";

with reference to the following:

WHEREAS, COUNTY is the fee owner of a parcel of land known as Santa Barbara County Assessor's parcel number 059-140-023, upon which is located the Goleta Transfer Station, (herein the Property"); and

WHEREAS, a portion of the Property was formally used as landfill, which landfill has been closed since 1967; and

WHEREAS, in 1981 the COUNTY entered into a land lease agreement allowing for the construction and operation of a therapeutic riding facility on a portion of the Property and that riding facility has been in continuous use since that time; and

WHEREAS, the LESSEE is currently operating the Hearts Adaptive Riding Program which provides therapeutic horseback riding to individuals (particularly children) with disabilities on the Portion under authority of a lease agreement executed on March 16, 1981; as amended in 1986 (Amendment 1) and in 2006 (Amendment 2); and

WHEREAS, the LESSEE desires a longer lease term to assist with fund raising to allow them to continue to provide high quality services and opportunities to the disabled; and

WHEREAS, COUNTY and LESSEE have agreed to the revised lease boundaries as shown on the exhibit attached hereto; and

WHEREAS, COUNTY and LESSEE have agreed to update certain provisions such as utilities and insurance in the lease to bring them into compliance with current standards.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Lease Agreement (herein the "Agreement") shall be administered and enforced for the COUNTY through the COUNTY'S Public Health Department and the Resource Recovery and Waste Management Division of Public Works.

2. **LEASE AREA:** Upon and subject to the terms, covenants and conditions hereof, COUNTY hereby leases and demises to LESSEE, and LESSEE hereby leases and takes from COUNTY the leased area, consisting of a portion of the Property. The leased area is approximately 3.41 acres, and shall herein be referred to as the "Portion." The Portion is shown on Exhibit A which is attached hereto and incorporated herein by reference.

With the exception of occasional trail rides, all LESSEE operations shall be conducted within the boundaries of the Portion. It is hereby acknowledged that LESSEE may use the public trail system located on the Property, and that such use shall not create or constitute a lease hold or other interest in said trail system or land.

3. **PURPOSE:** LESSEE shall occupy and use the Portion for the purpose of providing therapeutic horseback riding for handicapped individuals. The Portion will be improved with office trailers, hay storage building, corrals, riding rings, pastures, and facilities incidental to Adaptive Riding operations.

LESSEE'S rights hereunder shall be subject to the following conditions:

A) **FACILITIES MAINTENANCE:** LESSEE shall install and maintain facilities required by the LESSEE activities contemplated herein. LESSEE shall use no electric fences or similar devices in the confinement or capture of horses and/or other livestock.

B) **HORSES:** LESSEE shall have no more than eighteen (18) equines on the Portion at any time. If LESSEE would like to change the number of equines boarded at the Portion they shall contact the Director of the Public Works Department who is hereby authorized to increase or decrease said number. Whenever practicable, all operations and activities related to the movement of horses shall be performed during daytime hours.

C) **GROUND'S MAINTENANCE:** LESSEE is aware that the Portion is a closed landfill site and as such has special maintenance requirements. Specifically LESSEE shall fill all pot holes or depressions in a timely manner so that water is not allowed to pool anywhere on the Portion. Further, LESSEE shall inform the County's Resource Recovery division of any waste materials which may be unearthed by LESSEE'S activities or natural causes.

4. **TERM/ OPTIONS TO EXTEND:** The term of this Agreement shall be ten (10) years, commencing June 1, 2010.

In the event this Agreement has not otherwise been terminated, and LESSEE is in good standing at the end of the above referenced term, then such term may be extended for two (2) additional terms of five (5) years each upon mutual agreement of LESSEE and COUNTY,

which agreement shall not be unreasonably withheld. All extensions shall be requested by LESSEE in writing at least ninety (90) days prior to the termination of the then-current term. The Director of Public Works or designee is hereby authorized to accept or reject all such extension requests.

5. **ASSIGNMENT/ SUBLEASE:** LESSEE shall not voluntarily assign, sublease or otherwise encumber any rights granted hereunder, or allow any other person or entity to occupy or use all or part of the Portion without the written consent of COUNTY. Any attempt to assign, sublease, hypothecate or otherwise encumber the rights granted hereunder without the advance written consent of the COUNTY shall be void and without legal effect, and render this Agreement terminable at the option of COUNTY.

6. **IMPROVEMENTS/ ALTERATIONS/ LIENS:** LESSEE agrees that any buildings, structures, facilities, equipment or utilities constructed or placed on the Portion, either permanent or temporary in nature, or any alterations or additions made to LESSEE'S facilities after the effective date of this Agreement shall be subject to prior written consent by the Director of Public Works or designee (herein the "Director"). If the Director consents to any improvement or alteration plans, said consent shall be deemed conditioned upon LESSEE acquiring permits or clearances from the appropriate governmental agencies. LESSEE shall comply with all conditions of said permits or clearances in a prompt and expeditious manner. Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require COUNTY, or any other governmental agency, to grant such permits or clearances.

All work requiring permits shall be performed exclusively by licensed and insured contractors. LESSEE shall pay when due all claims for labor or materials furnished or alleged to have been furnished to LESSEE or for use on the Property or Portion. If LESSEE contests in good faith the validity of any such claim or demand, LESSEE shall, at its sole cost and expense, defend itself and the COUNTY against same, and shall pay and satisfy any adverse judgment that may be rendered therefrom. Upon request by COUNTY, LESSEE shall furnish COUNTY with a copy of a surety bond satisfactory to COUNTY in an amount equal to such contested claim or demand indemnifying COUNTY from liability for same, and holding the Portion free and clear of the effect of such lien or claim.

No claims may be secured by liens on the Property or any interest therein. LESSEE shall give COUNTY no less than ten days written notice prior to the commencement of any work in or on the Property, and COUNTY shall have the right to post Notices of Non-responsibility in or on the Portion as provided by law.

7. **NONINTERFERENCE:** LESSEE agrees to not use, nor permit those under their control, including, but not limited to, their employees, tenants, licensees, invitees, agents and/or contractors, to use the Portion in any way which interferes with Resource Recovery operations thereon. Such interference shall be deemed a material breach, and LESSEE shall terminate said interference immediately upon notice from COUNTY. In the event LESSEE fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

The County will provide 30 day advance notice prior to major construction projects on the Portion. No notice will be required for a locally declared disaster or for minor maintenance operations.

8. **SPECIAL EVENTS/ SOUND SYSTEM:** LESSEE has the right to hold special events on the Portion. However LESSEE shall request and the Director shall approve or disapprove all such events. In addition LESSEE shall obtain any and all insurance coverage as required to protect and indemnify the COUNTY during such events. LESSEE shall provide proof of such insurance to the Director prior to the special event.

It is acknowledged that a public address system exists in the corral, which system is used at special events, and may be used to broadcast music or to amplify an instructor's voice. In the event COUNTY receives complaints about use of that system, COUNTY reserves the rights to curtail or revoke LESSEE'S right to use that public address system.

9. **FACILITIES:** LESSEE shall pay all costs of construction and installation of any and all facilities associated with the activities contemplated herein; including but not limited to landscaping and maintenance of stables, paddocks, bridle paths and all other facilities associated with LESSEE'S activities on the Portion.

10. **RESIDENCE PROHIBITION:** No residence shall be constructed or established on the Portion.

11. **SIGNS:** LESSEE shall not erect any signs on the Property or Portion without express written consent of COUNTY.

12. **UTILITY CHARGES:** LESSEE agrees that the installation of any utilities and/or services, including but not limited to gas, water, power, phone and trash, for LESSEE'S use at the Portion, either permanent or temporary in nature, shall be subject to prior written consent by the Director. It is acknowledged that water to the Property is provided by the Goleta Water District and that COUNTY has provided two water lines to the Portion. Upon consent, LESSEE shall install and maintain all lines and equipment needed to bring utility service(s) to and distribute same within the Portion. LESSEE shall pay, when due, all charges for such utilities.

COUNTY shall install submeters on the lines supplying water to the Portion and shall bill LESSEE for the water used thereon. The rate charged for said water shall be equal to the rate charged by the Goleta Water District. LESSEE shall promptly reimburse COUNTY for the water used on the Portion. A late charge of \$20.00 will be due with any payment which is paid more than 10 business days after the bill therefore is mailed to LESSEE by COUNTY. LESSEE shall make payment to COUNTY at the address shown in Section 26 herein, or other address as the parties may agree to.

13. **SEWAGE AND WASTE WATER:** LESSEE shall provide and maintain a chemical toilet on the Portion for use by LESSEE, its employees and guests.

14. **TRASH DISPOSAL**: LESSEE shall be responsible for the removal of all refuse, waste and rubbish on the Portion and on all paths, creeks, ditches and roadways if such refuse results from LESSEE'S operations.

15. **WASTE**: No waste shall be committed or nuisance committed on the Property or Portion by LESSEE.

16. **MAINTENANCE**: LESSEE agrees to keep in good maintenance and repair, at its sole expense, all the facilities, fencing and/or landscaping on the Portion.

17. **TAXES AND ASSESSMENTS**: This Agreement may confer a Possessory Interest on LESSEE and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LESSEE'S operations may be levied upon the Portion during the term of this Agreement.

18. **SUCCESSORS IN INTEREST**: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LESSEE may be merged.

19. **INDEMNIFICATION**: LESSEE shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the LESSEE or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

LESSEE shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

20. **INSURANCE**: Without limiting the LESSEE's indemnification of the COUNTY, LESSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place LESSEE in default. Upon request by the COUNTY, LESSEE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance**: Statutory Workers' Compensation and Employers Liability Insurance shall cover all LESSEE's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event LESSEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by

the Department of Industrial Relations for the State of California. This provision does not apply if LESSEE has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and LESSEE submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of LESSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the LESSEE in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and LESSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of LESSEE pursuant to LESSEE's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the LESSEE is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

LESSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LESSEE may be

held responsible for payment of damages resulting from LESSEE'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the LESSEE is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the LESSEE'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

21. **NONDISCRIMINATION:** LESSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

22. **ENVIRONMENTAL IMPAIRMENT:** LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon the Property or Portion due to LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction thereover. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

23. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the Property or Portion unless specifically authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored,

or transported by LESSEE, its agents, employees, or designees on the Portion during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

24. **COMPLIANCE WITH THE LAW:** LESSEE shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the property, now or hereafter in effect.

25. **ANNUAL REPORT:** On January 1 of each and every year, LESSEE shall provide COUNTY with an annual report describing LESSEE'S current officers and general operations in the Portion; and shall furnish any and all information in regard to planned group or other special events.

26. **NOTICES:** Any notice to be given to the parties, by another, shall be in writing and shall be served, either personally or by mail to the following:

COUNTY: County of Santa Barbara, Public Works
Resource Recovery
130 East Victoria Street
Santa Barbara, CA 93101

LESSEE: Hearts Adaptive Riding Program
Attn: Executive Director
P.O. Box 30662
Santa Barbara, CA 93130
Phone (805) 964-1519

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

27. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty-five (35) calendar days from such notice, then the rights of LESSEE granted in this Agreement shall terminate at the option of the COUNTY unless the cure of such default shall reasonably take more than thirty-five (35) calendar days in which case LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

28. **BREACH:** In the event LESSEE violates any of the provisions herein and fails to remedy such violation within thirty (30) days after written notice thereof, in addition to any other

rights COUNTY may be entitled to at law, COUNTY may terminate this Agreement and all rights of LESSEE hereunder and remove LESSEE from the Portion.

29. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

30. **ACCEPTANCE OF THE PREMISES:** LESSEE has examined the Portion and has determined that the property and available roads are suitable for the needs and operations of LESSEE.

31. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Property and Portion:

- A. Upon eighteen (18) months written notice by either party; or
- B. Upon the failure of LESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and COUNTY'S exercise of its right to terminate.

32. **DESTRUCTION:** If LESSEE's improvements are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

33. **AGENCY DISCLOSURE:** LESSEE acknowledges that the Public Works Department, Surveyor Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction.

34. **SURRENDER:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Portion, leaving it in good condition, except for ordinary wear and tear.

35. **REMOVAL OF PROPERTY UPON TERMINATION:** Upon expiration or termination of this Agreement, LESSEE shall remove any and all LESSEE constructed structures, facilities, equipment, improvements and stock-in-trade from the Portion and the Property. Said removal shall be within sixty (60) days of written request by COUNTY and shall be at LESSEE'S sole cost and expense. LESSEE shall restore the Portion as nearly as possible to its original condition. Conversely, if agreed to by COUNTY, LESSEE shall transfer title to all such items to COUNTY at no cost to COUNTY. LESSEE-installed trade fixtures, which may be removed without damage to the Portion are not subject to this provision.

36. **ABANDONMENT:** If LESSEE abandons the Portion, this Agreement shall terminate. In the event of such abandonment, COUNTY may, but shall not be obligated to, remove the personal property of LESSEE and store same, at LESSEE'S expense. Alternatively, COUNTY may dispose of said property and shall have no liability therefor.

37. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

38. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

39. **SEVERABILITY:** If any one or more of the provisions contained herein 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 hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

40. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSEE to its terms and conditions or to carry out duties contemplated herein.

41. **PERMITTED PERSONNEL:** LESSEE shall be solely liable for all actions of its agents, employees, contractors, subcontractors, and any others it permits on the Portion and shall be responsible for any and all damages resulting from their actions.

42. **CONDEMNATION:** In the event the Portion or any part thereof is taken by condemnation, eminent domain or any such proceeding, the COUNTY shall have the exclusive right and option, if COUNTY deems fit, to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same on such terms and conditions as may be deemed advisable in COUNTY'S absolute discretion. LESSEE agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action in condemnation or eminent domain affecting any of LESSEE'S operations.

LESSEE shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to LESSEE'S interests.

In the event possession of the property or partial possession of the property is obtained by a public agency empowered to take by eminent domain, in a manner which precludes LESSEE'S intended use, this Agreement shall terminate as of the effective date of possession.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

43. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

This Agreement supersedes all previous Leases or written agreements made between the parties, and those Leases and written agreements shall be null and void upon execution of this Agreement.

44. **CONSTRUCTION**: The parties to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

45. **FACSIMILE\ SCAN SIGNATURES**: In the event that the parties hereto utilize facsimile or email transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile or email, except that funds shall not be released upon a facsimile or email signature nor shall facsimile/ email signed documents be accepted for recordation by the Clerk Recorder of the County.

46. **EXECUTION IN COUTERPARTS**: This Agreement may be executed in any number of counterparts and each such counterpart 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 one and the same instrument.

Project: Hearts Adaptive Riding Program
APN: 059-140-023 (Portion)
Folio: R-216
Agent: JJH

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Lease Agreement to be effective as of the date executed by COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
CLERK OF THE BOARD

By _____
Chair, Board of Supervisors

By _____
Deputy

Date: _____

"LESSEE"
Hearts Adaptive Riding Program

By: Kirby Gillispie
KIRBY Gillispie, Executive Director
Printed Name and Title

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

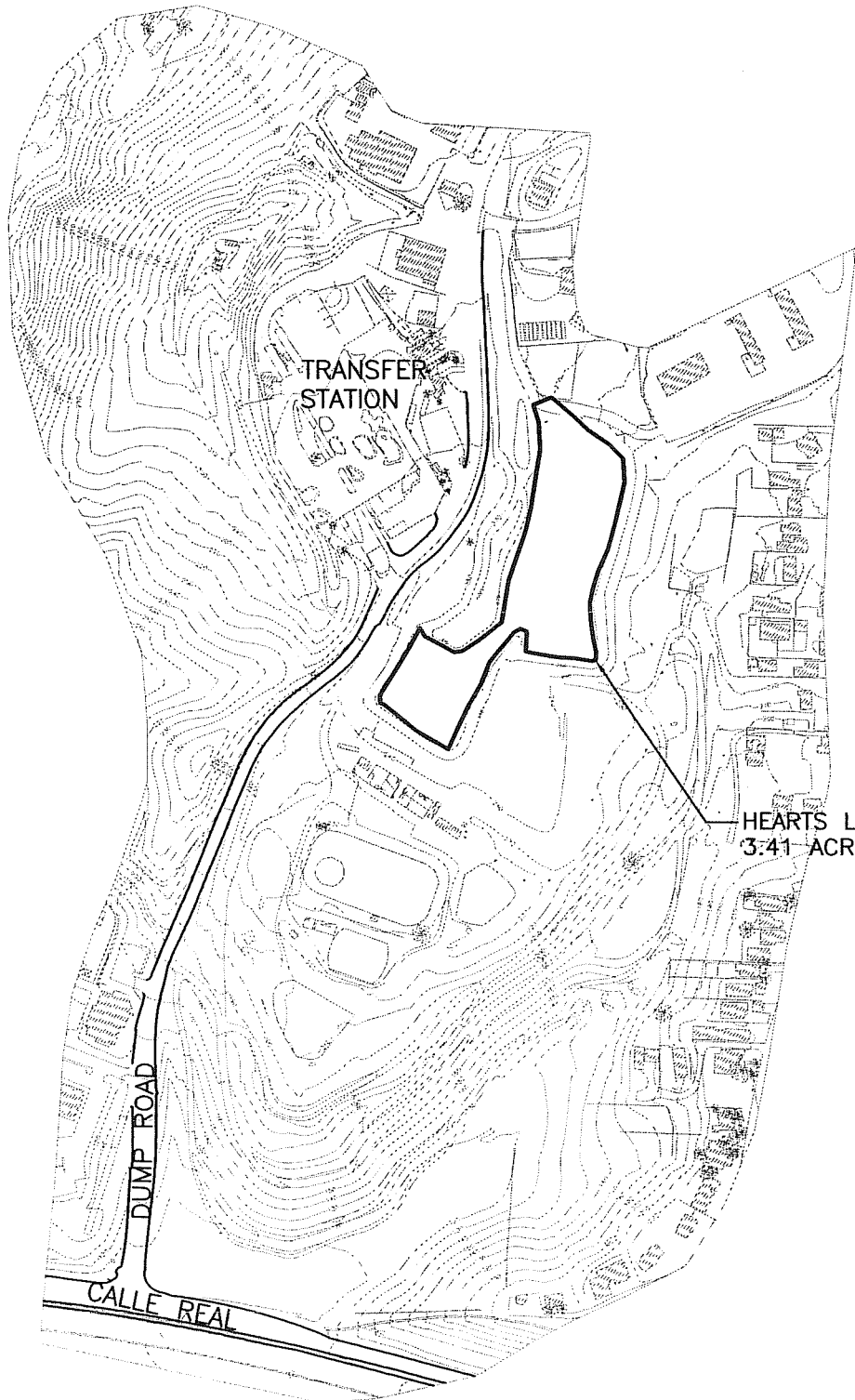
By [Signature]

APPROVED AS TO ACCOUNTING
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

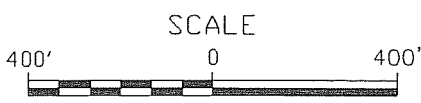
By [Signature]
Deputy

APPROVED:
[Signature]
Mr. Scott D. McGolpin
Director of Public Works

APPROVED AS TO INSURANCE FORM:
[Signature]
Ray Aromatorio
Risk Program Administrator



HEARTS LEASE BOUNDARY
3.41 ACRE



COUNTY OF SANTA BARBARA
RESOURCE RECOVERY AND
WASTE MANAGEMENT DIVISION

HEARTS LEASE BOUNDARY

EXHIBIT A

