

**COUNTY OF SANTA BARBARA  
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 "COUNTY",

and

MIRAMAR ACQUISITION CO., LLC, a California  
limited liability company hereinafter referred to as  
"LESSOR,"

With reference to the following:

**WHEREAS**, LESSOR is the owner of the property and improvements commonly known as "Rosewood Miramar Beach Montecito", or such other name selected by Licensor in its sole discretion, in the unincorporated area of the County of Santa Barbara known as Montecito, CA. (hereinafter "Property"); and

**WHEREAS**, COUNTY and LESSOR desire to enter into this Lease Agreement (hereinafter "Lease") for the purpose of leasing a portion of the Property to COUNTY; and

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and conditions contained herein, the COUNTY and LESSOR agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Lease shall be administered and enforced for COUNTY by the Director of General Services or designee.
2. **LEASED PROPERTY:** LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR, that certain real property located at 1759 South Jameson Lane, in the Northwest corner of the Jameson Lanai Building, Unit 144, in Montecito, CA 93108 as generally depicted on the site plan attached hereto as Exhibit A (hereinafter "Premises"). Further, COUNTY shall have the right to park up to two (2) vehicles at the Property during the Term at any given time at no additional cost; provided LESSOR shall have the right, from time to time, to designate the general parking areas or the specific parking spaces in which COUNTY shall have the right to park at the Property.
3. **TERM:** The Term of this Lease shall be for a period of five (5) years

(hereinafter the "base term") commencing upon execution of this Lease by the COUNTY and terminating five (5) years following such date, unless extended or terminated as herein contained. LESSOR shall have the option, in its sole discretion, to extend the term of this Lease for an additional five (5) year period (hereinafter, the "extended term") upon written notice to COUNTY of LESSOR's election to exercise such option, which notice shall be provided no later than thirty (30) days prior to the end of the base term.

4. **EXTENSION AND RENEWAL OF LEASE:** At the end of the base term, or if Lessor has exercised the extension option pursuant to Section 3 above, then at the end of the extension term, and provided COUNTY is in compliance with all terms and conditions of this Lease and neither COUNTY nor LESSOR have provided at least thirty (30) days' prior written notice to the other party confirming such party's election to terminate the Lease at the end of the base term or the extension term or a renewal term, as applicable, then this Lease shall be renewed automatically on an annual basis until terminated in accordance with the terms and provisions of this Lease. Such renewal shall not require notice from either party. In the event the Lease is renewed in accordance with this Section 4, either COUNTY or LESSOR shall have the right to terminate the Lease as of the end of such renewal period upon delivery of at least thirty (30) days' prior written notice of such termination.

COUNTY shall not sublease the Premises, or allow activities, which are outside of the designated or related activities of the Sheriff's duties.

5. **RENT /REGULATIONS:** It is hereby acknowledged and agreed that any monthly rent for the Premises is waived in exchange for the benefit of the presence of personnel of the Santa Barbara County Sheriff Office and other law enforcement agencies under the supervision of the Santa Barbara County Sheriff Office on the Property.

COUNTY hereby agrees to abide by all applicable local, state and federal statutes, regulations, rules, codes, including building codes, ordinances and other requirements of governmental authorities applicable to the Premises or the Property now or hereafter in effect (collectively, "Code Requirements"), and all the rules and regulations of the Property (if any written) and shall not permit alcoholic beverages to be bought, sold, consumed or brought upon the Premises.

COUNTY acknowledges that the Property is operating as a first class, five-star, luxury hotel and resort, and guests and visitors to the Property have an expectation of peaceful, quiet enjoyment of the Property. COUNTY shall, and shall instruct the Santa Barbara County

Sheriff Office personnel to, use the Property solely for access to and from the Premises, refrain from lingering in other areas of the Property except as reasonably necessary in the performance of their public service duties, and use reasonable efforts at all times to avoid disrupting the guests and visitors of the Property in any manner, including, without limitation, in any visual or auditory manner such as using blinking and/or bright lights or sirens or other amplified sounds on, near, or directed at, any portion of the Property, except to the extent such activities are reasonably necessary in the course of carrying out their public service duties.

In particular, COUNTY acknowledges and agrees that the COUNTY shall be permitted to use the Premises as an office for use by the Santa Barbara County Sheriff Office. In furtherance of the foregoing, COUNTY acknowledges and agrees that (a) no guns, weapons, evidence, drugs or other illegal equipment or materials shall be stored at the Premises, other than guns that have been issued by the Sheriff's Department for use by the specific officers present at the Premises provided such guns remain secured and holstered on such officers at all times when such officers are on the Property outside the Premises except in the course of carrying out their public service duties as police officers for the COUNTY; and (b) no suspects or criminals shall be brought to or held at the Premises by the COUNTY. Further, COUNTY shall not use the Premises, the Property, or any part thereof, for any uses set forth on Exhibit B attached hereto (the "Prohibited Uses") or otherwise in violation of rules and regulations, including those attached hereto as Exhibit C which are promulgated by LESSOR and delivered to COUNTY from time to time.

6. **CONDITION/COUNTY IMPROVEMENTS:** COUNTY accepts the Premises in its current condition, provided LESSOR acknowledges that a telephone will be installed on the wall outside the Premises that will automatically connect with the 9-1-1 dispatch center. COUNTY shall not install tenant improvements within or upon the Premises without the prior written consent of LESSOR. Any improvements shall be performed at COUNTY'S expense and COUNTY shall be responsible for obtaining all required permits prior to the commencement of work. Upon termination of this Lease, all such improvements shall remain or be removed by COUNTY at LESSOR'S option. In the event of removal, COUNTY shall restore all walls, floors, and ceilings to their original condition insofar, as is reasonably practicable.
7. **REMODELED PROPERTY.** For the avoidance of doubt, COUNTY acknowledges that LESSOR shall have the sole and exclusive control of the Property outside the Premises, and the right to determine the nature, size and

extent of the Property from time to time, and to make changes to the Property. LESSOR's rights shall include, but not be limited to, the right to (i) restrain the use of the Property by unauthorized persons; (ii) utilize from time to time any portion of the Property for promotional, entertainment and related matters; (iii) temporarily close any portion of the Property for repairs, improvements or alterations, to prevent dedication or an easement by prescription or for any other reason deemed sufficient in LESSOR's reasonable judgment, including temporary closures for special events) in the vicinity of the Property or otherwise within the Property; and (iv) renovate, upgrade or change the shape and size of the Property or add, eliminate or change the location of improvements to the Property including, without limitation, parking areas, roadways and curb cuts, and to construct buildings on the Property ("Remodeled Property"). LESSOR may determine whether portions of the parking areas shall be surface, underground or multiple-deck. COUNTY acknowledges that such construction, modification, reduction or expansion of the Property or any part thereof if and when it may occur, may involve barricading, materials storage, noise, dust, vibration, scaffolding, demolition, structural alterations, the presence of workmen and equipment, rearrangement of the Property and lighting facilities, redirection of vehicular and pedestrian traffic, and other inconveniences typically associated with construction. If LESSOR deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, or otherwise perform work with regard to renovations, changes or upgrades to the Property, then LESSOR shall give COUNTY no less than fifteen (15) days' prior notice and COUNTY shall allow such entry. LESSOR and its authorized employees, contractors, architects and engineers shall have the right to enter the Premises, upon LESSOR giving COUNTY no less than fifteen (15) days' prior written notice, for purposes of inspecting, surveying and working therein and shall have the right to use a portion of the Premises to accommodate any structures, columns, mains, conduits, shafts, footings, piers, pipes and other facilities required for the Remodeled Property. LESSOR shall use reasonable efforts to complete the work affecting the Premises, if any, in an efficient manner so as not to interfere unreasonably with COUNTY's business. COUNTY shall not be entitled to any damages in connection with such construction activities.

8. **MAINTENANCE AND REPAIR:**

A. LESSOR'S Responsibilities: LESSOR agrees to perform all maintenance and repair to the Property in which the Premises are located, and shall maintain the plumbing, electrical, water and heating systems to the Premises. LESSOR shall maintain all mains, wires, and cables to the Premises.

B. COUNTY'S Responsibilities: COUNTY, through its Santa Barbara County Sheriff's Office shall keep and maintain in good condition the

interior of the Premises as necessary for COUNTY'S operation. Upon termination or expiration of this Lease, COUNTY will return the Premises to LESSOR; with those items which are COUNTY'S responsibility in good order, reasonable wear and tear excepted.

9. **UTILITIES AND CLEANING SERVICES:** LESSOR shall supply and pay for water, sewer, electricity and network charges to the Premises. COUNTY shall be responsible for regularly maintaining the Premises in a clean and sanitary manner, and LESSOR will, in coordination with the COUNTY, cause the hotel cleaning staff to provide basic cleaning services at the Premises on a monthly basis. LESSOR shall pay for all exterior lighting and grounds/common area maintenance.
10. **SECURITY:** LESSOR may, but shall have no obligation to, from time to time, employ one or more persons or entities to patrol or provide security for the Property. Notwithstanding any such activity, COUNTY shall have the sole responsibility of providing security within the Premises and the persons therein. Under no circumstances shall LESSOR be liable to COUNTY or to any other person by reason of any theft, burglary, robbery, assault, trespass, unauthorized entry, vandalism, or any other act of any third person occurring in or about the Premises or Property.
11. **AMENDMENTS:** This Lease may be amended by written consent of both parties. Said amendments, once fully executed shall, like the Lease, be binding upon heirs, successors, and assigns of all parties hereto.
12. **NONDISCRIMINATION:** LESSOR in its operations to be conducted pursuant to the provisions of this Lease, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or any COUNTY ordinance.

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

13. **QUIET ENJOYMENT/LESSOR'S ENTRY:** LESSOR covenants that COUNTY, on performing the provisions of this Lease, shall have

peaceable and quiet enjoyment of the Premises. LESSOR further covenants that it will not deliberately interfere or permit others acting subsequently through or under LESSOR, including other tenants of LESSOR, to interfere with COUNTY'S peaceful possession or use of the Premises.

LESSOR, in the event of an emergency, or upon twenty-four (24) hours' notice may enter the Premises at any time to inspect said Premises.

14. **NOTICES:** Except where otherwise specifically provided, all notices under this Lease and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY: County of Santa Barbara  
Real Property Division  
260 N. San Antonio Road  
Santa Barbara, CA 93110  
[realproperty@countyofsb.org](mailto:realproperty@countyofsb.org)

With a copy to: County of Santa Barbara  
Sheriff Department  
4434 Calle Real  
Santa Barbara, CA 93160  
(805) 681-4100

LESSOR: Miramar Acquisition Co., LLC  
c/o Caruso  
101 The Grove Drive  
Los Angeles, CA 90036  
Email:  
[Caruso\\_legal@caruso.com](mailto:Caruso_legal@caruso.com);  
[jlevy@caruso.com](mailto:jlevy@caruso.com);  
[bhowell@caruso.com](mailto:bhowell@caruso.com);  
[pposch@caruso.com](mailto:pposch@caruso.com)

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mail, postage prepaid Certified mail, or by personal delivery, and a copy of all such notices to LESSOR shall be delivered via email to the above email addresses. The date of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

15. **INDEMNIFICATION:** COUNTY shall indemnify, defend and hold LESSOR, and LESSOR'S agents, officers and employees, harmless

from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of constitutional provision, or other cause which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this Agreement, and COUNTY'S officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement. This Section 15 shall survive the expiration or earlier termination of this Lease.

16. **COUNTY SELF INSURED:** COUNTY shall, at COUNTY's sole expense, procure and maintain in full force during the Term, insurance against claims for injuries to persons or damage to property or loss of use of property which may arise from or in connection with COUNTY's use or occupancy of the Premises or the Property. COUNTY shall, as a minimum, maintain coverages and limits no less than shown on Exhibit D attached hereto ("Insurance Requirements"). Prior to taking possession of the Premises, COUNTY shall submit to the office of the designated LESSOR representative certificate(s) of insurance documenting the Permit to Self Insure or required insurance. The approval of insurance shall neither relieve nor decrease the liability of the COUNTY.
17. **LESSOR'S INSURANCE OBLIGATION:** LESSOR shall maintain property insurance on the Premises, in an amount not less than ninety percent (90%) of the full replacement value during the term of this Agreement, providing protection against any peril included within the classification "all risk." LESSOR shall require all agents, contractors, professional consultants, permittees, and licensees performing any activities or duties on the Premises; to carry such general liability insurance as is customary among prudent operators of similar businesses under comparable circumstances.

LESSOR 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. Current certificate(s) of insurance shall be maintained at all times in the office of the designated COUNTY representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease

the liability of the LESSEE.

18. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** LESSOR and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by LESSOR or COUNTY, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either LESSOR or COUNTY against any such loss, waive any right of subrogation shall be offered only so long as any such policy carried by LESSOR will not be invalidated thereby.
19. **TAXES AND ASSESSMENTS:** LESSOR shall pay and discharge all property taxes and assessments, including special assessments, if any, levied upon the Property and/or Premises during the term of this Lease, or any extension thereof.
20. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default here under with respect to any material covenant contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, then this Lease shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.
21. **REMEDIES:** In the event of a default or breach by either party, the non- defaulting party may exercise any right or remedy at law or in equity which such non-defaulting party may have by reason of such default or breach including but not limited to the following.
- A. Either party may waive the default or breach in accordance with Section 22, **WAIVER** herein below.
  - B. Either party may maintain this Lease in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
  - C. Where COUNTY is the non-defaulting party, COUNTY may terminate this Lease and surrender possession.



- D. Where LESSOR is the non-defaulting party, LESSOR may terminate or not terminate this lease. Where LESSOR elects not to terminate this Lease but elects to terminate COUNTY'S right of possession, LESSOR shall have the right and the duty to attempt to relet the Premises for the benefit of COUNTY upon such terms and conditions, including rent, which COUNTY deems reasonable.
- If LESSOR lawfully removes property of COUNTY, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, COUNTY.

In no event shall LESSOR be liable to COUNTY for consequential or special damages. Notwithstanding anything to the contrary contained in this Lease, no direct or indirect partner, member, manager or shareholder of LESSOR (or any officer, director, agent, member, manager, legal representative, trustee or employee of any such direct or indirect partner, member or shareholder) shall be personally liable for any debts or other obligations of LESSOR or in respect of any claims against LESSOR arising under this Lease, and any such debts, obligations or claims shall be satisfied solely out of the assets of LESSOR. No personal judgment shall be sought or obtained against any direct or indirect partner, member, manager or shareholder of LESSOR (or any officer, director, agent, member, manager, legal representative, trustee or employee of such direct or indirect partner, member or shareholder of LESSOR).

22. **WAIVER:** It is further understood and agreed that any waiver, express or implied, of any breach of any term of this Lease shall not be a waiver of any subsequent breach of a like or any other provision of this Lease.

23. **TERMINATION:** This Lease shall terminate and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to LESSOR, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

- A. Upon ninety (90) day notice given by LESSOR, which notice may be given at any time and without cause;
- B. Upon thirty (30) day notice given by COUNTY alleging discrimination by LESSOR in violation of Section 12 **NONDISCRIMINATION:** provided LESSOR shall have the right to refute such claim during such thirty (30) day period following which

COUNTY shall have the right to rescind such termination notice in their sole discretion in the event COUNTY determines that LESSOR did not actually violate Section 12 NONDISCRIMINATION.

- C. Upon the failure of either party to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Lease and the expiration of the cure period as provided in Section 20, DEFAULT; or
- D. Upon the destruction of the Premises, as provided in Section 27, DESTRUCTION OF THE PREMISES.

Upon the expiration or termination of the Term of this Lease, COUNTY shall remove from the Premises, at its own expense, any and all tenant improvements and all of COUNTY's Personal Property. In case of any injury or damage to the Property or any portion of the Premises resulting from such removal, COUNTY shall promptly repair the damage and, in the absence of COUNTY timely doing so, COUNTY shall promptly pay to LESSOR the cost of repairing such injury or damage. COUNTY shall complete such removal at the expiration or termination of the Term of this Lease. COUNTY shall yield up peaceably to LESSOR the Premises in good order, repair and condition in all respects and broom clean, and reasonable use and wear excepted.

- 24. **ABANDONMENT:** COUNTY shall not vacate or abandon the Premises at any time during the term of this Lease and if COUNTY shall abandon, vacate, or surrender said Premises, any personal property belonging to COUNTY and left on the Premises more than thirty (30) days after termination of this Lease shall be deemed abandoned, at the option of the LESSOR.
- 25. **REPRESENTATIONS AND WARRANTIES BY LESSOR:** LESSOR represents and warrants (which representations and warranties shall survive the execution of this Agreement), that :
  - A. Assignments. No portion of the Premises designated for COUNTY'S occupancy have been assigned or sublet to any other person or entity other than COUNTY; and
  - B. Violations of Law. To the best of LESSOR'S knowledge there are no substantive violations of any law, ordinance, governmental rule, or regulation relating to the Premises or Property, nor has LESSOR received notice from any federal, state, municipal, or local authority that any such violation exists.

26. **FIXTURES:** The parties agree that all improvements to, or fixtures on, the Premises, made or added by either party, except trade fixtures added by COUNTY that may be removed as hereinafter provided, shall be and become the property of LESSOR upon their being affixed or added to the Premises. At the termination of the term hereof, COUNTY may remove such trade fixtures as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.
27. **DESTRUCTION OF THE PREMISES:** If the Premises are totally destroyed by fire or any other cause, this Lease, at the option of COUNTY upon written notice to LESSOR, shall terminate. If a loss renders only a portion of the Premises unusable, COUNTY may choose to remain or may terminate this Lease by written notice to LESSOR. Should COUNTY choose to remain, and provided such damage is insured against to its actual full replacement costs to satisfy all then existing Code Requirements, LESSOR shall promptly repair the Premises to the extent originally constructed by LESSOR and permitted by the building codes, zoning ordinances and other Code Requirements applicable at the time of the damage and to the extent of available insurance proceeds.
28. **AGENCY DISCLOSURE:** LESSOR acknowledges that the Santa Barbara County Sheriff's Office, is the agent for the COUNTY exclusively, and is neither the agent for the LESSOR nor a dual agent in this transaction.
- COUNTY acknowledges that the LESSOR is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.
29. **OBLIGATIONS TO SECURED LENDER/FORECLOSURE:** In case of a foreclosure or other proceeding by which the lender or its successor takes title to the Premises, COUNTY will accept the lender or its successor as the lawful landlord in place of LESSOR. COUNTY shall provide such estoppel or attornment certificates as the lender, or successor, may require, without subordination of this Lease.
30. **CAPTIONS:** The title on headings to the sections of this Lease are not a part of this Lease, and shall have no effect upon the construction or interpretation of any part hereof.
31. **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 Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. **SUCCESSORS IN INTEREST:** This Lease shall bind and ensure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns. COUNTY shall not directly or indirectly assign, transfer, mortgage, pledge, hypothecate or otherwise encumber or convey any interest in the Premises or this Lease, or sublet any portion of the Premises for any period of time, or license, grant any concession or otherwise give permission to anyone to use, possess or occupy all or any part of the Premises.
33. **WASTE AND NUISANCE:** COUNTY shall not commit, nor suffer to be committed, any waste upon the Premises, nor permit any nuisance to exist thereon.
34. **CERTIFICATION OF SIGNATORY:** The signatories of this Lease and each of them represent and warrant that they are authorized to execute this Lease and that no additional signatures are required to bind COUNTY and LESSOR to its terms and conditions or to carry out duties contemplated herein.
35. **SUPERVISORIAL APPROVAL:** COUNTY'S and LESSOR'S obligation hereunder are expressly contingent upon the formal approval of this Agreement by the Santa Barbara County Board of Supervisors.
36. **EXECUTION IN COUNTERPARTS:** This Agreement 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 one and the same instrument.
37. **ELECTRONIC SIGNATURES:** This Lease may be executed by a party's signature transmitted by electronic means via facsimile or portable document format (pdf) ("electronic signatures"), and copies of this Lease executed and delivered by means of electronic signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. Both parties hereto may rely upon electronic signatures as if such signatures were originals. Either party executing and delivering this Lease by electronic means via facsimile or pdf shall promptly thereafter deliver a counterpart signature page of this Lease containing said party's

original signature, but the failure to do so shall not affect the validity of this Lease. Both parties hereto agree that an electronic signature page may be introduced into evidence in any proceeding arising out of or related to this Lease as if it were an original signature page..

38. **CONSTRUCTION:** The parties 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 provisions 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.
39. **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

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Project: Sheriff's Lease, Rosewood Miramar Beach  
APN: 009-371-007, 009-333-013

Folio: 004156

IN WITNESS WHEREOF, the parties hereto have entered into this Lease effective as of the Effective Date.

**COUNTY:**

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

**ATTEST:**

[\_\_\_\_\_] **COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD**

By: \_\_\_\_\_  
\_\_\_\_\_ Deputy Clerk

Dated: \_\_\_\_\_

**LESSOR:**

**MIRAMAR ACQUISITION CO., LLC**

By: Jackie Levy  
Jackie S. Levy, CFO

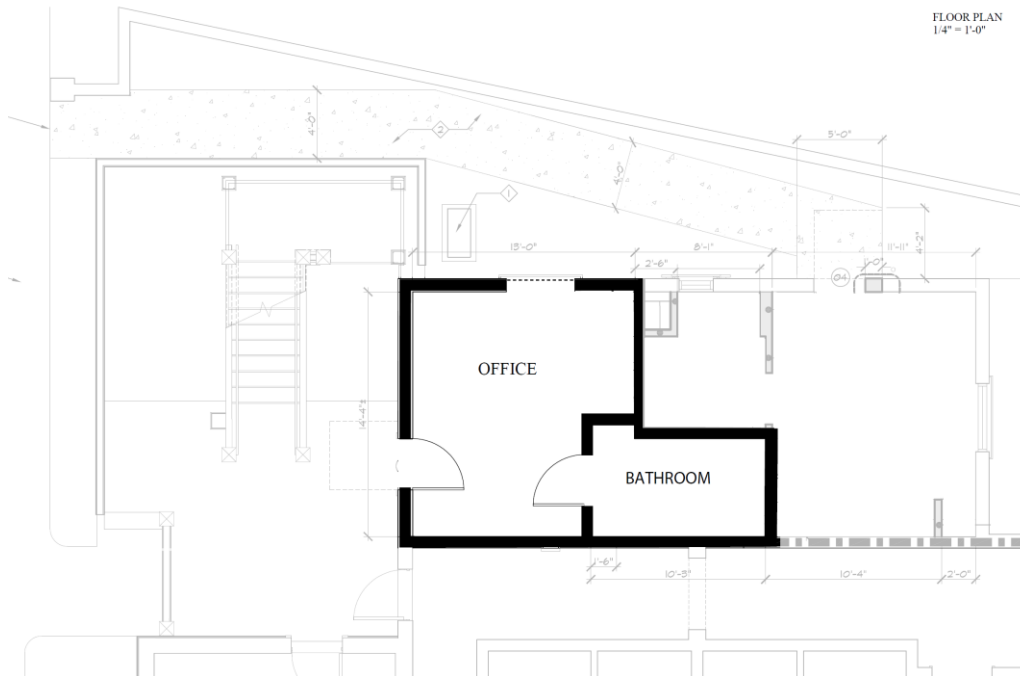
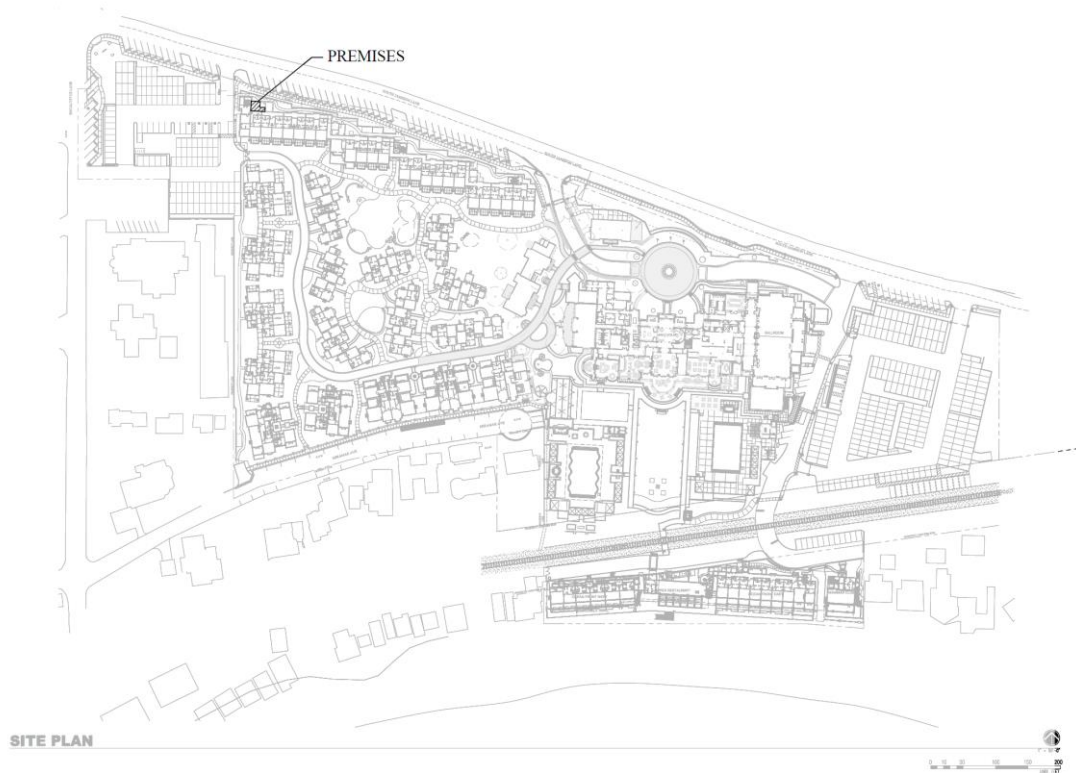
Dated: 01/15/2026

**APPROVED AS TO FORM:**

[Rachel Van Mullem]  
**COUNTY COUNSEL**

By: Michelle Monter 01/15/2026  
Deputy County Counsel,

## EXHIBIT A SITE PLAN



## **EXHIBIT B**

### **PROHIBITED USES**

COUNTY shall not, without LESSOR's prior written consent, given in LESSOR's sole discretion, use any portion of the Premises or Property: (1) to store, sell or display any objects outside the exterior walls, permanent doorways or roof of the Premises; (2) to use, generate, manufacture, store or handle, or cause or permit to be brought upon, stored, manufactured, blended, handled, discharged or used on or about the Premises or the Property, any "Hazardous Material" (as defined below) except for materials normally and legally used for office and janitorial cleaning and food and beverage preparation, provided that COUNTY stores such products on the Premises in limited quantities and in prescribed receptacles to insure against hazardous spillage and COUNTY uses such materials only for their intended purposes and in the manner prescribed by the manufacturers and Code Requirements; (3) any self-storage facilities; (4) any industrial type use (e.g., manufacturing, warehousing, processing, assembly, plating); (5) to damage, deface or overload the plumbing, electrical, HVAC or structural systems of the Premises; (6) to conduct any activity which may make void or voidable or increase the premium on any insurance coverage on the Property or parts thereof; (7) in a manner which is a public or private nuisance including any which creates undue noise, sound, vibration, litter or odor; or (8) for the placement of any aerial or antenna on the roof or exterior walls of the Premises. For purposes of this Lease, "Hazardous Material" shall mean those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous wastes", "toxic substances", or "solid waste" under any current or future federal, state, or local statute, law, ordinance, rule, or interpretation thereof, and "Hazardous Materials Laws" means all such current or future federal, state, or local statutes, laws, ordinances, rules or interpretations thereof.



## **EXHIBIT C**

### **RULES & REGULATIONS**

COUNTY shall continuously and uninterruptedly during the entire Term:

1. Keep the Premises and exterior and interior portions of windows, doors and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition.
2. Refrain from burning any papers or refuse of any kind at the Premises or the Property.
3. Store in the area designated by LESSOR all trash and garbage in neat and clean containers so as not to be visible to members of the public at the Property and cooperate in the employment of a trash removal contractor designated by LESSOR.
4. Not use or suffer or permit to be used the Premises or any part thereof in any manner that will constitute a nuisance or unreasonable annoyance to the public, to other occupants of the Property or to LESSOR, or that will injure the reputation of the Property, or for any hazardous purpose or in any manner that will impair the structural strength of the building.
5. COUNTY's employees and agents shall not loiter in the parking area or in the landscaped areas or other driveways, entrances and exits to the Property, and they shall use the same only as passageways to and from the Premises.
6. COUNTY shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars without the prior written consent of LESSOR. The expense of repairing any breakage, stoppage or damage resulting from a violation of this rule shall be borne by COUNTY. No boring or cutting of wires shall be allowed, except with the consent of LESSOR.
7. COUNTY shall not use any machinery within the Premises, even though its installation may have been permitted, which may cause any unreasonable noise or jar, or tremor to the floors or walls, or which by its weight might injure the floors of the Premises.
8. Except for customary office equipment or trade fixtures or package handling equipment, no machinery of any kind will be allowed in the Premises without the written consent of LESSOR. LESSOR may limit weight, size and position of all safes, fixtures and other equipment used in the Premises. In the event COUNTY shall require heavy equipment in the Premises, COUNTY shall notify LESSOR of such fact and shall pay the cost of structural bracing to accommodate same. All damage done to the Premises or the Property by delivering, installing, removing or maintaining heavy equipment shall be repaired at the expense of COUNTY.
9. COUNTY's agents and employees shall not interfere in any way with other tenants or patrons of the Property, except to the extent such sheriffs are carrying out their duties in the

ordinary course of their employment as public officers at the Property.

10. COUNTY's agents and employees shall not bring into or keep within the boundaries of the Property any animal or bird of any kind other than dogs, which shall remain on a leash at all times while on the Property.

11. COUNTY's agents and employees shall not smoke in the Premises or on the Property or throw cigar or cigarette butts or other substances or litter of any kind in or about the Property, except in receptacles placed therein for such purposes by LESSOR or governmental authorities.

12. All furniture, fixtures or other non-handheld items must be moved into, within and out of the Premises only during such hours as may be prescribed by applicable governmental rules, regulations and ordinances, and according to such rules as may be promulgated from time to time by LESSOR.

13. COUNTY shall cooperate with and participate in conservation programs for water, electricity and natural gas and recycling programs instituted by the County of Santa Barbara and/or LESSOR, including those for the collection of cardboard, metals, plastics and glass.

14. LESSOR reserves the right to exclude or expel from the Property any person who, in the judgment of LESSOR, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of the rules and regulations of the Property.

15. No waiver of any rule or regulation by LESSOR shall be effective unless expressed in writing and signed by LESSOR.

16. COUNTY shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority.

17. LESSOR reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in LESSOR's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Property, and for the preservation of good order therein, as well as for the convenience of occupants, tenants and patrons of the Property. LESSOR shall use reasonable efforts to enforce these rules and regulations against all tenants, provided, however, LESSOR shall not be responsible to COUNTY or to any other person for the non-observance or violation of the rules and regulations by any other tenant or other person. COUNTY shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Premises.

## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

COUNTY shall at a minimum maintain coverages and limits no less than those shown below in accordance with the requirements set forth below.

i) Primary General Liability and Excess/Umbrella Liability. A minimum of Five Million Dollars (\$5,000,000) limit per occurrence, Five Million Dollars (\$5,000,000) limit in the annual aggregate for bodily injury, property damage, personal injury and advertising injury. Limits may be provided in a layered program (e.g., by means of primary and umbrella or excess liability policies). The coverage shall include a per location aggregate, a contractual liability (including assumed liability for personal injury, advertising injury and bodily injury to COUNTY's employees), broad form property damage liability coverage, products and completed operations coverage (if applicable). Medical expense (medical payments) coverage shall be provided at a minimum of Five Thousand Dollars (\$5,000) for any one person. Defense costs shall apply in addition to the limit of liability. Coverage shall be provided on an occurrence form.

ii) Automobile Liability. A minimum of Five Million Dollars (\$5,000,000) combined single limit per accident (without annual aggregate) for bodily injury and property damage. Defense costs shall apply in addition to the limit of liability. Limits may be provided in a layered program (e.g., by means of primary and umbrella or excess liability policies). Coverage shall include contractual liability and shall apply to owned, hired and non-owned autos.

iii) Workers' Compensation and Employers' Liability. Statutory workers' compensation coverage as required by the State of California and employers' liability limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident, One Million Dollars (\$1,000,000) bodily injury by disease, and One Million Dollars (\$1,000,000) bodily injury by disease each employee.

iv) Mandatory Insurance Provisions. COUNTY's insurance policies shall contain or be endorsed to contain:

(i) With regard to general liability, automobile liability, umbrella and excess liability, the following:

(a) A provision naming LESSOR and Caruso Management Company, Ltd (the "Additional Insured Parties"), as additional insureds as respects liability arising out of COUNTY's use in and about the Premises, and the Property. The coverage shall contain no special limitations on the scope of protection afforded to such parties. For general liability coverages, the additional insured clause shall be no more restrictive than the coverage afforded by ISO Form No. CG 20 26 07 04 entitled "Additional Insured - Designated Person or Organization". For automobile liability coverages the additional insured clause shall be no more restrictive than ISO endorsement number CA 20 48 02 99 "Designated Insured Endorsement". Excess and

umbrella liability policies may include following form additional insured provisions in lieu of specific endorsement language.

(b) A provision stating that the policy shall be primary and non-contributing with respect to claims covered thereby and any self-insurance program or separate insurance carried by Additional Insured Parties shall be excess and noncontributing with respect to such claims.

(c) A provision similar to the ISO "separation of insureds" provision or other commonly used "severability of interests" provisions. This provision shall apply the coverage separately to each insured (except with respect to the limits of liability).

(d) Language stating that any failure to comply with the reporting provisions of the policies shall not affect the coverage provided the Additional Insured Parties.

(e) No cross suits exclusions.

(ii) With regard to all property coverages, the following:

(a) COUNTY shall notify all of its insurers of the terms of the mutual waiver of subrogation clause contained at Section 16 above. COUNTY shall require that its insurance policies be properly endorsed, if necessary, to prevent the invalidation of said insurance by reason of the waiver.

(b) Each policy shall be endorsed to state the coverage shall not be cancelled by the insurance company except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LESSOR. Any notice of cancellation due to non-payment of premium shall at a minimum comply with the requirement set forth by California law but in no event be less than ten (10) business days.

COUNTY agrees to notify LESSOR of any material change in policy terms and conditions that would impact COUNTY. This includes any reduction in coverage or limits.

(c) The mailing address for all notices pertinent to these policies shall be sent to the Additional Insured Parties, in care of LESSOR at the addresses set forth in the Lease.

(d) The exclusive forum for the resolution of disputes arising out of such insurance shall be in the United States District Court for the Central District of California or the Santa Barbara County Superior Court.

(e) Each policy shall be endorsed as necessary and as requested by LESSOR at any time to include the interests of any of the beneficiaries under any deed(s) of trust which may now or in the future encumber LESSOR's fee in the Property.