

Project: Sheriff Hangar Lease Santa Ynez  
Folio: 003684  
APN: 141-440-002  
Agent: DG

**LEASE AGREEMENT  
(Sheriff Hangar at Santa Ynez Airport)**

**THIS LEASE AGREEMENT** (hereinafter "Agreement") is made  
by and between the

SANTA YNEZ VALLEY AIRPORT AUTHORITY,  
INC., a California non-profit public benefit corporation,  
(hereinafter "SYVAA");

and

COUNTY OF SANTA BARBARA, a  
political subdivision of the State of  
California, (hereinafter "COUNTY")

with reference to the following:

**WHEREAS**, The Santa Ynez Valley Airport Authority (SYVAA) is a California non-profit, public benefit corporation, which was founded for the sole purpose of leasing, managing and operating the Santa Ynez Airport for the benefit of Santa Barbara County, the community, and the airport users; and

**WHEREAS**, COUNTY'S Sheriff's Department operates an Air Support Unit out of Santa Ynez Airport (hereinafter "Airport"); which is located at 900 Airport Road, in Santa Ynez, California (Assessor Parcel Number 141-440-002), for the purpose of providing fire, search and rescue and law enforcement services to Santa Barbara County; and

**WHEREAS**, COUNTY requires use of a hangar at the Airport to conduct its operations and has determined that Hangar G9 at Santa Ynez Valley Airport is appropriate and sufficient for those needs; and

**NOW, THEREFORE**, in consideration of the premises and the provisions, covenants and conditions hereinafter set forth, SYVAA and COUNTY agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for the COUNTY by the Santa Barbara County Sheriff, or designee.

2. **LEASED PROPERTY/USE**: SYVAA hereby leases to COUNTY and COUNTY hereby takes from SYVAA, exclusive use of Hangar G9, consisting of approximately 9,562 square feet including the office space therein, as well as exclusive use of two helicopter pads, known as "Pad 1" and "Pad 3", and 2 storage containers near Pads 1 and 3, at the east end

of the Airport, a Rescue Box measuring 8 feet by 20 feet, and a Storage Box measuring 10 feet by 6 feet; and nonexclusive use of the helicopter pad known as "Pad 4" (hereinafter collectively the "Leased Property"), all as shown on Exhibit "A", attached hereto and incorporated herein by reference. The Leased Property shall, during the term of this Agreement, be used by the Santa Barbara County Sheriff for office, training and hangar uses in connection with its Air Support Unit for the purpose of providing fire, search and rescue and law enforcement services to Santa Barbara County and for no other purpose unless otherwise approved by SYVAA. County shall not use or permit the use of the Leased Property in a manner that is unlawful, creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Leased Property or neighboring premises or properties. Except as provided herein, no other use of the Leased Property is permitted without prior written consent of SYVAA, which consent shall not be unreasonably withheld; provided, however, it shall be reasonable for the SYVAA to deny consent to any non-aeronautical use or any use which is otherwise inconsistent with the requirements of the Master Lease (as defined below).

3. **ACCESS**: COUNTY shall have authorization to enter the Airport property at any time to gain access to the Leased Property. SYVAA shall provide COUNTY with any keys and combinations necessary to enter the property for access.

4. **PERMITTED PERSONNEL**: COUNTY agrees that it will not authorize or permit any person upon the Leased Property other than COUNTY'S agents, employees, licensees, or other persons necessary to conduct COUNTY'S operations at the Airport.

5. **PARKING**: COUNTY shall have exclusive use of seven parking spaces located on the north side of Hangar G9, all as shown on Exhibit A.

6. **TERM**: The initial term of this Agreement shall be for a period of five (5) years, commencing April 1, 2014, or upon final execution of this Agreement, whichever is later, (hereinafter "Commencement Date"), and terminating on March 31, 2019, subject to other provisions for termination or extension as herein contained.

7. **OPTION TO EXTEND**: (a). At the end of the term, provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY shall have one option to extend the Agreement for one (1) additional term of five (5) years (the "Extended Term"), on the same terms and conditions as provided herein except for rent, which shall be subject to adjustment as provided in Paragraph 7(b). COUNTY shall provide SYVAA with written notice of its intent to exercise its option to extend at least ninety (90) days prior to expiration of the initial term. The foregoing option is personal to the County and may not be transferred to or exercised by any assignee, transferee or sublessee of the County.

(b) Rent for the Extended Term shall be subject to adjustment commencing on April 1, 2019, and continuing on April 1st of each year thereafter during the Extended Term. Said date is hereinafter referred to as the "Adjustment Date". The rent shall be adjusted by the greater of (i) one hundred and four percent (104%) of the rent for the month immediately preceding the Adjustment Date and (ii) the same percentage as the increase, if any, in the Consumer Price Index (All Items for All Urban Consumers 1982-84=100 Base), of the United States Department of Labor, Bureau of Labor Statistics for Los Angeles-Anaheim-Riverside, CA (the "Index") calculated according to the following formula:

$$X = A \times \frac{B}{C}$$

X = Adjusted rent

A = Rent as of the month immediately preceding the Adjustment Date.

B = The monthly index for the third month immediately preceding the Adjustment Date.

C = The monthly index for the third month immediately preceding the month of the immediately preceding Adjustment Date

The monthly rent as so adjusted shall be payable for each month commencing with the Adjustment Date and continuing until the next Adjustment Date. In no event shall the monthly Base Rent as adjusted be less than one hundred and four percent (104%) of the rent for the month immediately preceding the Adjustment Date.

8. **RENT:** Upon commencement of this Agreement, monthly rent for the Leased Property shall be FOUR THOUSAND ONE HUNDRED DOLLARS (\$4,100.00) for the first year of the term. The monthly rent for each and every year after the Commencement Date shall be increased on April 1 of each year from the monthly rent payable during the immediately preceding year of the term, by three percent (3%). Rent payments shall commence on the Commencement Date, and shall be payable in advance on or before the first (1st) day of each and every calendar month thereafter. COUNTY'S first monthly rent payment will be reduced by TWENTY-FIVE HUNDRED DOLLARS (\$2,500), to reflect the credit set forth in Section 10, *CONSTRUCTION AND IMPROVEMENTS*, herein. SYVAA shall execute and return such forms as the COUNTY may require for processing of the request for rent payments so that rent may be paid in a timely manner. The rent due for any period which is for less than one (1) calendar month shall be prorated based upon a thirty (30) day month. The monthly rent for each and every subsequent year after the Commencement Date shall be increased on April 1 of each year of the term of this Agreement, from the monthly rent payable during the immediately preceding year of the term, by three percent (3%).

9. **NON-APPROPRIATION:** SYVAA understands that monies paid to SYVAA by COUNTY as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this Agreement in the event that such curtailment, reduction, or cancellation occurs. Termination shall be effective upon the expiration of six (6) calendar months after the mailing of termination notice by COUNTY to SYVAA, and the liability of the parties hereunder for further performance under the terms of the Agreement, except as otherwise set forth in this Section and in Section 13, *INDEMNIFICATION*, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination.

10. **CONSTRUCTION AND IMPROVEMENTS:** COUNTY shall obtain prior written approval from SYVAA prior to the construction of any improvements or alterations at Hangar G9, or anywhere on the Leased Property. COUNTY shall provide SYVAA with plans and specifications prior to any construction or improvements, and shall give SYVAA no less than three (3) days written notice prior to the commencement of any work in, on, or about the property, and shall keep the leasehold and improvements free and clear of liens for labor and materials. Any such alterations shall be done in a good and workmanlike manner. In the event of any unauthorized alterations or improvements to the Leased Property, the County shall be obligated to return the Leased Property to its condition prior to such unauthorized alterations or additions, at its sole cost and expense.

Title to all equipment and improvements constructed or installed by or for COUNTY pursuant to this Agreement shall vest with COUNTY and, unless otherwise consented to by SYVAA, shall be removed by COUNTY upon the expiration or sooner termination of this Agreement.

SYVAA shall provide a credit to COUNTY, in the amount of TWENTY-FIVE HUNDRED DOLLARS (\$2,500) to be used toward construction and improvements. The \$2,500 credit shall be applied to COUNTY'S first monthly rent payment, and may be used by COUNTY at any time during the term, subject to the provisions of this Section.

11. **MAINTENANCE AND REPAIR:** SYVAA shall maintain the (i) foundation, roof, exterior walls, plumbing, HVAC, ventilation, electrical, windows, hangar door and exterior of the hangar and (ii) the parking areas. COUNTY agrees to keep or have kept in good maintenance and repair the interior of the hangar except as provided in the previous sentence.

12. **UTILITIES:** COUNTY shall pay all charges for utilities serving the Leased Property.

13. **INDEMNIFICATION:** COUNTY shall defend, indemnify, and save harmless SYVAA, its officers, directors, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of or in connection with (i) this Agreement, (ii) the occupancy or use of the Leased Property or Airport or (iii) any default by the County in the performance in a timely manner of any obligation on County's part to be performed under this Agreement, including but not limited to any act or omission to act on the part of COUNTY or its agents, employees, or contractors.

SYVAA shall defend, indemnify, and save harmless 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 or in connection with any default by SYVAA in the performance in a timely manner of any obligation on SYVAA's part to be performed under this Agreement, including but not limited to any act or omission to act on the part of SYVAA or its agents, employees, or contractors.

14. **NONDISCRIMINATION:** SYVAA shall comply with COUNTY law, 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 therefor.

15. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by mail to the following:

COUNTY: Santa Barbara County Sheriff's Department  
4434 Calle Real  
Santa Barbara, CA 93110  
(805) 681-4100

with copy to: Santa Barbara County General Services Dept.  
Facilities Services, Real Property Division  
1105 Santa Barbara Street  
Courthouse Second Floor, East Wing  
Santa Barbara, CA 93101  
(805) 568-3070

SYVAA: Santa Ynez Valley Airport Authority, Inc.  
900 Airport Road  
Santa Ynez, CA 93460  
(805) 688-8390

or 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 of such notice.

16. **DEFAULT:** Should either party at any time be in material default hereunder with respect to any 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 ten (10) calendar days from such notice, then this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than ten (10) 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.

17. **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. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement and surrender possession.

B. Where SYVAA is the non-defaulting party, SYVAA may terminate the Agreement.

18. **TERMINATION:** This Agreement shall terminate and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to SYVAA, possession and interest in the Leased Property and Airport property at the expiration of the term as provided in Section 6, TERM, herein above; or upon the default of one party, and the exercise of the non-defaulting party's right to terminate pursuant to Section 17, REMEDIES, herein above.

19. **SURRENDER OF LEASED PROPERTY:** Upon expiration or termination of this Agreement or any extension thereof, COUNTY shall vacate and surrender the Leased Property to SYVAA in good condition and repair, except for ordinary wear and tear.

20. **ASSIGNMENT/SUBLETTING.** COUNTY shall not voluntarily or by operation of law, assign, transfer, mortgage, sublet, sublicense or otherwise encumber all or any part of COUNTY'S interest under this Agreement or in the Leased Property, without SYVAA'S prior consent which consent may not be unreasonably withheld . Reasonable grounds for denying consent include, without limitation, any of the following:

- A. Transferee's character, reputation, credit history, business, or proposed use is not consistent with SYVAA's customary leasing practices or the requirements of the Master Lease;
- B. Transferee's intended use of the Premises is inconsistent with the permitted use provided in Section 2 or will materially and adversely affect SYVAA's interest;
- C. Transferee's financial condition is or may be inadequate to support the Lease obligations of the transferee;
- D. Transferee's intended use does not promote aeronautical activities;
- E. Transferee's intended use increases SYVAA's insurance costs for the Leased Property;
- F. Transferee's intended use includes the use of hazardous substances in amounts which materially and adversely increase the risk of a release of hazardous substances.

21. **COMPLIANCE WITH LAWS.** COUNTY will comply with all applicable laws, statutes, ordinances, rules and regulations relating to its possession and use of the Leased Property.

22. **DESTRUCTION OF THE LEASED PROPERTY:** Upon any material damage or destruction of the Leased Property, SYVAA shall have the option to either (i) restore the Leased Property destroyed as a result of such casualty, at its sole cost and expense, in which case the rent payable by County for the period required for repair or restoration of such damage shall be abated in proportion to the degree to which County's use of the Leased Property is impaired or (ii) terminate the Agreement.

23. **HAZARDOUS SUBSTANCES.** COUNTY its agents, employees, contractors or representatives, will not use, permit, store, generate, release or discharge, any substance, chemical or waste (collectively, "hazardous substance") on the Airport that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, except as required by its operations at the Airport. Notwithstanding the foregoing, COUNTY shall not be liable for any hazardous substances located on, under or about the Leased Property which exists as of the Commencement Date, except to the extent such hazardous substances have been otherwise released or discharged by COUNTY or its tenants, subtenants, licensees, employees, contractors or agents.

24. **"AS-IS" CONDITION.** COUNTY acknowledges and agrees that SYVAA has made no representations or warranties, express or implied, regarding the physical condition of the Leased Property or the suitability of the Leased Property for the COUNTY's intended purposes. COUNTY hereby accepts the Leased Property in its "as-is" and "with all faults" condition as of the date hereof.

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

26. **MISCELLANEOUS.** (a) Subject to the restrictions on any transfer by the COUNTY contained herein, this Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of California; (c) this Agreement constitutes the entire agreement between the parties related to the lease of the Leased Property and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties related thereto; (d) any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) the waiver by either party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this Agreement; (g) omitted (h) this Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement and facsimile and "pdf" signatures shall be fully binding and have the same effect as original signatures. The Leased Property is a portion of the real property leased to SYVAA pursuant to that certain Management Agreement and Lease, effective June 1, 1993, as amended ("Master Lease"), by and between the COUNTY as lessor, and SYVAA as lessee. This Agreement is subject to all of the terms and conditions set forth in the Master Lease and to the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions of the Master Lease, such inconsistency shall not be a default by SYVAA under the terms of the Master Lease.

Project: Sheriff Hangar Lease Santa Ynez  
Folio: 003684  
APN: 141-440-002

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

"COUNTY"  
COUNTY OF SANTA BARBARA


ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

\_\_\_\_\_  
Supervisor Steve Lavagnino  
Chair, Board of Supervisors

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

Date: \_\_\_\_\_

"SYVAA"  
SANTA YNEZ VALLEY AIRPORT  
AUTHORITY, INC.


APPROVED:   
\_\_\_\_\_  
Bill Brown  
Santa Barbara County Sheriff

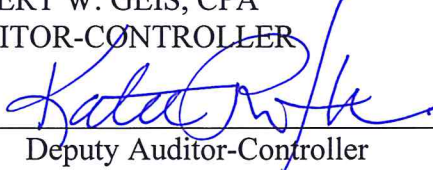
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Name and Title

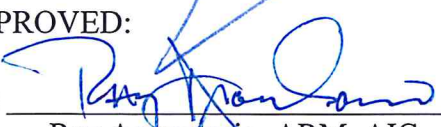
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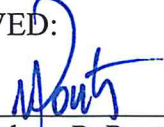
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

By:   
\_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

By:   
\_\_\_\_\_  
Deputy Auditor-Controller

APPROVED:  
By:   
\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager

APPROVED:  
  
\_\_\_\_\_  
Matthew P. Pontes  
Director of General Services



141-44

SANTA YNEZ

AIRPORT

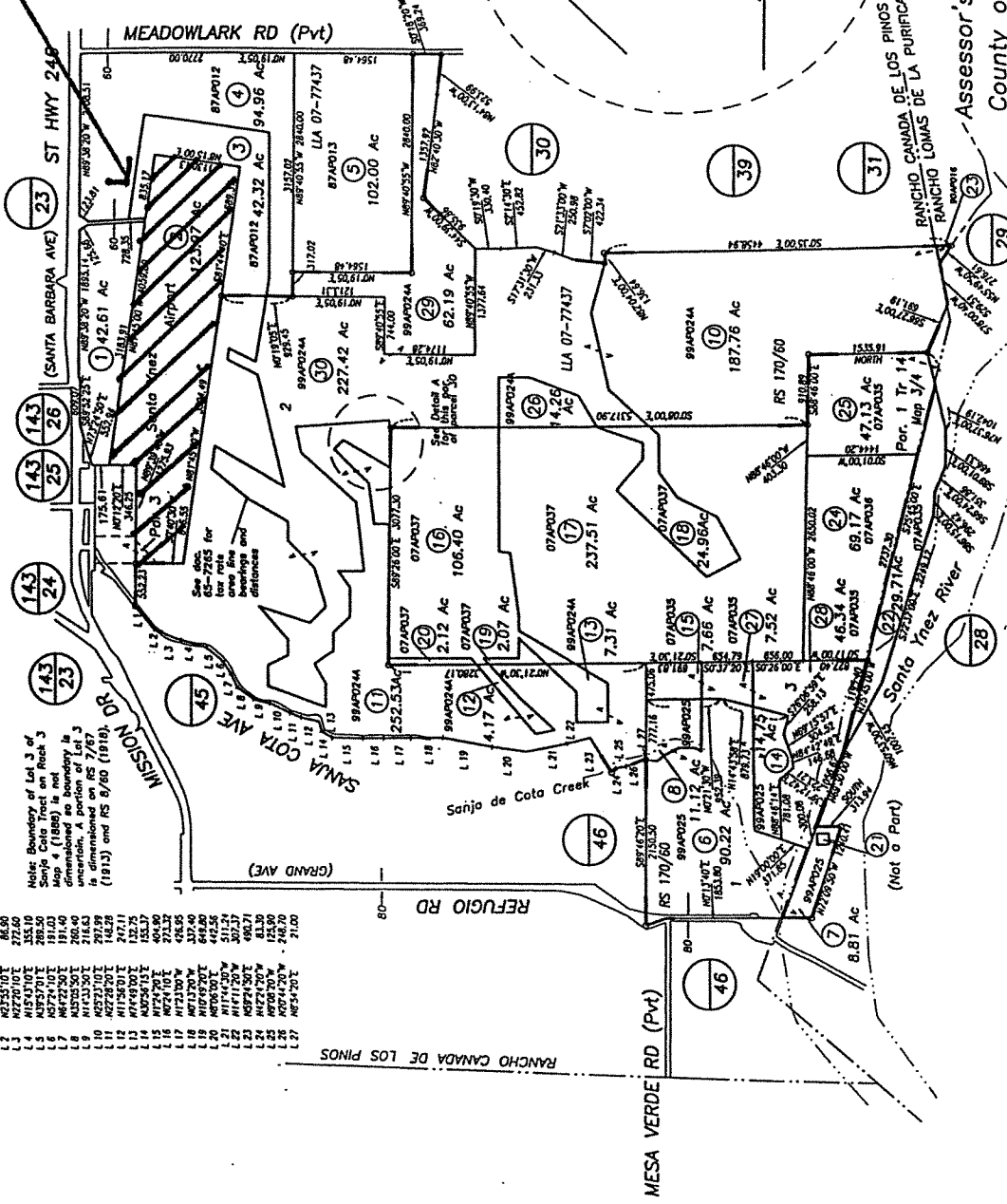
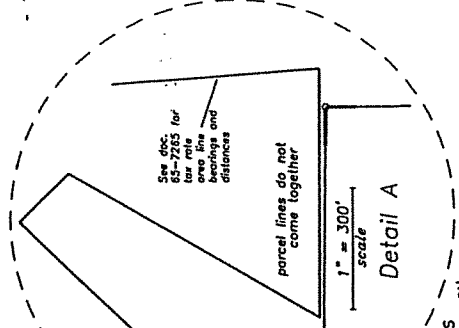
POR. RANCHOS CANADA DE LOS PINOS  
& LOMAS DE LA PURIFICACION

LINE	BEARING	DISTANCE
L1	S07°29'30"E	397.00
L2	N23°35'10"E	86.50
L3	N27°20'10"E	272.60
L4	N15°33'10"E	358.10
L5	N07°24'10"E	191.03
L6	N07°24'10"E	191.40
L7	N62°22'30"E	102.40
L8	N42°35'30"E	210.40
L9	N07°24'10"E	191.40
L10	N27°20'10"E	272.60
L11	N27°20'10"E	148.28
L12	N11°56'20"E	717.11
L13	N42°35'30"E	210.40
L14	N23°35'10"E	153.37
L15	N15°33'10"E	404.90
L16	N07°24'10"E	272.32
L17	N07°24'10"E	191.40
L18	N11°56'20"E	307.37
L19	N11°56'20"E	307.37
L20	N07°24'10"E	191.40
L21	N11°56'20"E	307.37
L22	N11°56'20"E	307.37
L23	N07°24'10"E	191.40
L24	N27°20'10"E	272.60
L25	N27°20'10"E	148.28
L26	N07°24'10"E	191.40
L27	N07°24'10"E	191.40

Note: Boundary of Lot 3 of Santa Cota Creek on Block 3 of Rancho Canada de los Pinos is in dispute. A portion of Lot 3 is dimensioned on RS 7767 (1913) and RS 8760 (1916).

Note: Historic lots of Block 3 Map 4 in the vicinity of the Santa Ynez Airport are not shown because the relationship of lot line to the center of the lot is not shown on the assessor's map for reference.

**NOTICE**  
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

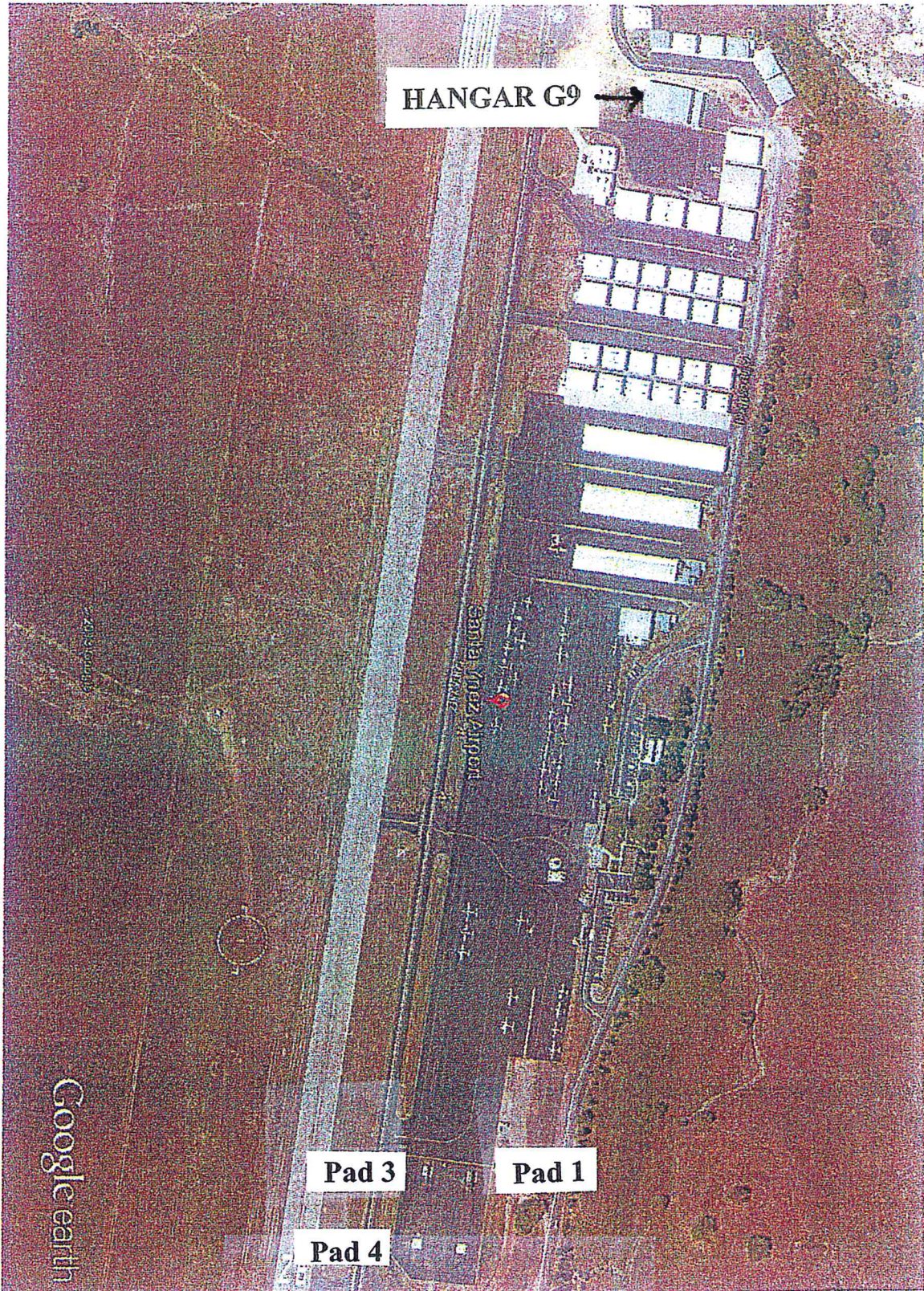


Assessor's Map Bk, 141-Pg, 44  
County of Santa Barbara, Calif.

08/08/1888 Rack 3, Map 4 "Subd. of Rancho Canada de los Pinos or College Ranch"

Correct NE cor. 01  
Add following to 02  
LD/11

EXHIBIT A  
SANTA YNEZ AIRPORT



**EXHIBIT B**  
**SANTA YNEZ AIRPORT**  
1 of 2



**EXHIBIT B**  
**HANGAR G9**  
2 of 2