

Memorandum



Date: March 13, 2026

To: Members of the Board of Supervisors

From: Kirk Lagerquist, General Services Director

DocuSigned by:

Kirk Lagerquist

19AEDA90054E4CE...

Subject: Continuance of A27 from March 10 to April 7, 2026 Board of Supervisors Meeting

The General Services Department respectfully submits the below attachments into the record pursuant to the request of the Chair at the March 10, 2026 Board of Supervisors meeting.

Attachments:

Attachment A: Original 1975 Lease Agreement

Attachment B: Seventh Amendment to Lease Agreement

Should you have any questions, please contact Ted Teyber, Assistant Director, tedteyber@countyofsb.org

Attachment A
1975 Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated July 31, 1975, is between UNION OIL COMPANY OF CALIFORNIA, a California corporation, hereinafter termed "Lessor", and COUNTY OF SANTA BARBARA, a body politic and corporate, organized and existing under the laws of the State of California, hereinafter termed "Lessee",

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the payments to be made by Lessee to Lessor, and the terms, covenants, conditions and mutual promises hereinafter set forth, Lessor hereby leases to Lessee for the term hereinafter stated, that certain land, situated in the County of Santa Barbara, State of California, described as follows:

A portion of Section 27, Township 8 North, Range 34 West, San Bernardino Base and Meridian, Santa Barbara County, California, more particularly described as follows:

Beginning at a ½ inch iron pipe with brass tag, said pipe being the northern most corner of General Telephone Company property as shown in Book 80, Page 4 of Record of Surveys, records of said County; thence North 37° 22' 43" West 47.91 feet to the True Point of Beginning; thence North 07° 01' 00" East, 50.00 feet; thence North 82° 59' 00" West, 30.00 feet; thence South 20° 00' 00" West, 51.31 feet; thence South 82° 59' 00" East, 41.53 feet to the True Point of Beginning.

1. Term: The basic term of this Lease shall be for a period of five (5) years, commencing on September 1, 1975, and ending on August 31, 1980, and shall be subject to extension as hereinafter provided.

2. Option to Extend Basic Term: Lessee shall have the right and option to extend the term of this Lease for four (4) additional terms of five (5) years, upon written notice, given to Lessor at least ninety (90) days prior to the expiration of the basic term or subsequent extension of this Lease.

Option #1 = 9/1/80 → 8/31/85 #2 = 9/1/85 → 8/31/90
3 = 9/1/90 → 8/31/95 #4 = 9/1/95 → 8/31/2000

3. Rental: Lessee shall pay Lessor as rental for said premises for the period commencing September 1, 1975, and ending August 31, 1980, the sum of Seven Hundred Fifty and No/100 Dollars (\$750.00) per year; and in the event Lessee shall elect to extend the term of this lease for additional five (5) year periods, as set forth above, said rental shall be increased equivalent to the increase in the United States Department of Labor, Bureau of Labor Statistics,

Consumer Price Index (covering all items) for the Los Angeles area during the term of this lease. The parties hereto will consider the preceding month of May as the base month for computing the percentage of increase of the annual rental for each renewal. All rentals due hereunder shall be paid monthly, in arrears, on or before the first day of each calendar month during the term of this lease or the extensions thereof. The first payment is payable October 1, 1975.

4. Use: Lessee shall have the right to use said premises for the purpose of a microwave and/or UHF radio facility and related operations. Lessee shall have the right to level, excavate, make necessary cuts and fills and otherwise grade said premises to suit Lessee's uses and purposes, and to construct and maintain thereon a single building, approximately 20 feet in length and 10 feet in width, and to further construct and maintain thereon an antenna tower approximately 200 feet high for the installation and maintenance of appurtenant antennas, together with necessary guys and anchors; together with such appurtenances of the foregoing as are reasonably necessary for Lessee's purposes hereunder.

The architectural appearance of and the materials used in the construction of such building and tower and appurtenant facilities shall be subject to the approval of Lessor, which approval will not be unreasonably withheld.

5. Type of Radio Equipment: Lessee shall be permitted hereunder to install, operate and maintain one Motorola Model No. MR200 RF microwave transmitter-receiver unit within said building.

6. Frequencies: Said equipment shall be operated on a transmitting frequency of 1955GH_z, 1975GH_z, and 6605GH_z, and a receiving frequency of 1865GH_z, 1885GH_z, and 6745GH_z.

7. Antenna Structure and Antennas: The construction plans for the antenna structure and antennas, and the location of same on said premises, shall be submitted to Lessor for its approval prior to construction thereof.

8. Change of Type of Equipment or Frequencies: In the event Lessee shall decide to change the type or types of communication equipment installed hereunder or the frequencies at which they shall be operated, Lessee shall notify Lessor, in writing, of the change or changes which it desires to make, in order that Lessor may determine whether, in its opinion, such alteration shall cause interference with the communications operations of Lessor or other tenants on Lessor's lands in the vicinity. If, at the end of thirty days following receipt of such notice from Lessee, Lessor has not expressed disapproval, in writing, of such change or changes desired by Lessee (which disapproval shall be reasonably founded), then Lessee shall be permitted to make such change or changes.

9. Power and Utilities: It is understood and agreed that Lessor shall have no obligation hereunder to provide power to Lessee and that Lessee shall be responsible and shall make its own arrangements for obtaining power from Pacific Gas and Electric Company, or such other public utility or municipal system as may replace said Company in the vicinity in the future.

In the same manner, Lessee acknowledges that Lessor shall have no obligation hereunder to provide Lessee with water, gas, telephone or any other utility service.

10. Non-Interference: If, at any time during the term that this agreement is in effect, Lessee's communications facilities maintained hereunder shall cause, in the opinion of Lessor, interference of any kind with the operating frequencies or microwave paths of Lessor, then Lessee shall, immediately upon receiving request therefor from Lessor, and at Lessee's sole cost and expense, make such alteration of its equipment as is deemed necessary by Lessor to eliminate such interference.

Nothing herein contained shall be construed to prevent Lessor from permitting others to use adjoining lands for communications purposes or for other purposes, but in so doing Lessor shall not interfere with or permit interference with the communications operations of Lessee.

Lessee shall assume all responsibility and costs for eliminating any harmful interference to the operations of all of Lessor's prior tenants on adjoining lands who are, during the term of this agreement, maintaining communications equipment thereon, provided such interference is caused by Lessee's communications equipment. It is understood and agreed that Lessee shall have identical protection from interference by any such tenant whose facilities are constructed following the installation of Lessee's facilities hereunder. Further, Lessee shall not be responsible for eliminating interference, caused by its facilities, with the operations of all of Lessor's subsequent tenants who shall, during the term of this agreement, maintain communications equipment on such adjoining lands; provided that such harmful interference caused by Lessee's communications equipment, with the operations of any of Lessor's subsequent tenants, shall not be caused by erroneous operation or deviation from legally specified tolerances established by the Federal Communications Commission or such other governmental agency or agencies having jurisdiction thereover.

11. Ingress and Egress: During the term that this agreement is in effect, Lessee shall have access to said land across Lessor's surrounding lands from the public highways over such route or routes as Lessor shall from time to time designate and approve. The use of Lessor's roads by Lessee shall in no way interfere with the use or maintenance thereof by Lessor, but Lessor shall be under no obligation hereunder or for any other reason to maintain said roads in any condition other than that needed by Lessor for its own operations and the use of said roads by Lessee shall be at Lessee's sole risk. Lessee shall promptly reimburse Lessor for the cost to repair damage to said roads caused by Lessee. In the event there are gates on said roads, Lessee shall keep the same closed in accordance with such rules as Lessor may elect to prescribe respecting the same. In the same manner, Lessee shall strictly comply with all rules prescribed by Lessor concerning the conduct of persons on its lands with respect to non-smoking on the premises, travel speeds on roadways, hunting or shooting, safeguarding of property and similar matters.

12. Indemnification and Damages: Lessee hereby releases and discharges Lessor from all claims and demands by Lessee for loss of or damage to Lessee's property, and agrees to indemnify Lessor against and save Lessor harmless from all costs and expenses, including attorney's fees, and all liability, and claims and demands of others, for loss of or damage to property, or injury to or death of persons, which may result directly or indirectly from the giving, use or termination of, or operations under, this agreement. Lessee agrees to pay Lessor in full and promptly upon demand for any and all loss of or damage to Lessor's property caused by Lessee by or growing out of any operations of Lessee hereunder or in connection herewith.

13. Termination by Lessee: At any time that Lessee shall not be in default of the performance of any obligation to be performed by Lessee hereunder, Lessee may terminate this Lease upon sixty (60) days prior written notice to Lessor.

14. Removal Upon Termination: Upon any termination of this agreement for any reason, Lessee shall, at its own cost and expense, remove all property placed by or for Lessee on said premises, and shall restore said premises as closely as practicable to the same state and condition they were in prior to the effective date of this agreement.

15. Breach of Conditions: At any time during the term of this Lease, or subsequent extension thereof, that Lessee shall be in default of any of the terms and conditions hereof, Lessor may terminate this Lease by giving written notice of such termination to Lessee, provided, however, that Lessee shall not be relieved of any of its obligations hereunder accruing prior to such termination.

16. Not Dedicated for Public Use: It is expressly understood and agreed by and between the parties hereto that the permission herein given is only an accommodation given pursuant to the request of Lessee, not as a matter of right, and is subject to termination as provided in this agreement; and that Lessee acknowledges that Lessee has no right in or to the said properties of Lessor other than as provided for in this agreement.

17. Assignment - Sublease: The rights and privileges hereby conveyed are personal to Lessee and shall not be assigned by Lessee, in whole or in part, nor shall Lessee permit others to use said building or its other facilities constructed and maintained hereunder, without the prior written consent of Lessor first being had and obtained, and then only to the extent of such consent. No such written consent by Lessor hereunder shall be deemed a waiver by Lessor of any of the provisions hereof, except to the extent of such consent.

18. Notices: Any notice to be given to either party hereto by the other party may be made or given in person or by depositing the same in any United States mail receptacle addressed to the respective parties as follows:

Union Oil Company of California
P. O. Box 7600
Los Angeles, California 90051
Attn: Union Real Estate Division

new address as of 7-23-79

County of Santa Barbara
Public Works Department, Real Property Division
123 E. Anapamu Street
Santa Barbara, California 93101
Attn: T. R. Atchley, Chief Right of Way Agent

19. Prior Rights: It is understood and agreed that the privileges herein given are subordinate and subject to all valid and existing licenses, leases, grants, exceptions and reservations affecting said premises.

20. Successors and Assigns: Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, these presents are executed as of the date first hereinabove written.

APPROVED:

Frank Gambetta
Frank Gambetta
Director of Special Services

T. R. Atchley
T. R. Atchley
Chief Right of Way Agent

APPROVED AS TO FORM:
GEORGE P. KADING
COUNTY COUNSEL

By *C. William Altman*
C. William Altman

APPROVED AS TO ACCOUNTING FORM
PAUL E. FLOYD
AUDITOR-CONTROLLER
BY: *Paul E. Floyd*

COUNTY OF SANTA BARBARA

By *[Signature]*
Chairman, Board of Supervisors

ATTEST:

HOWARD C. MENZEL, County Clerk - Recorder

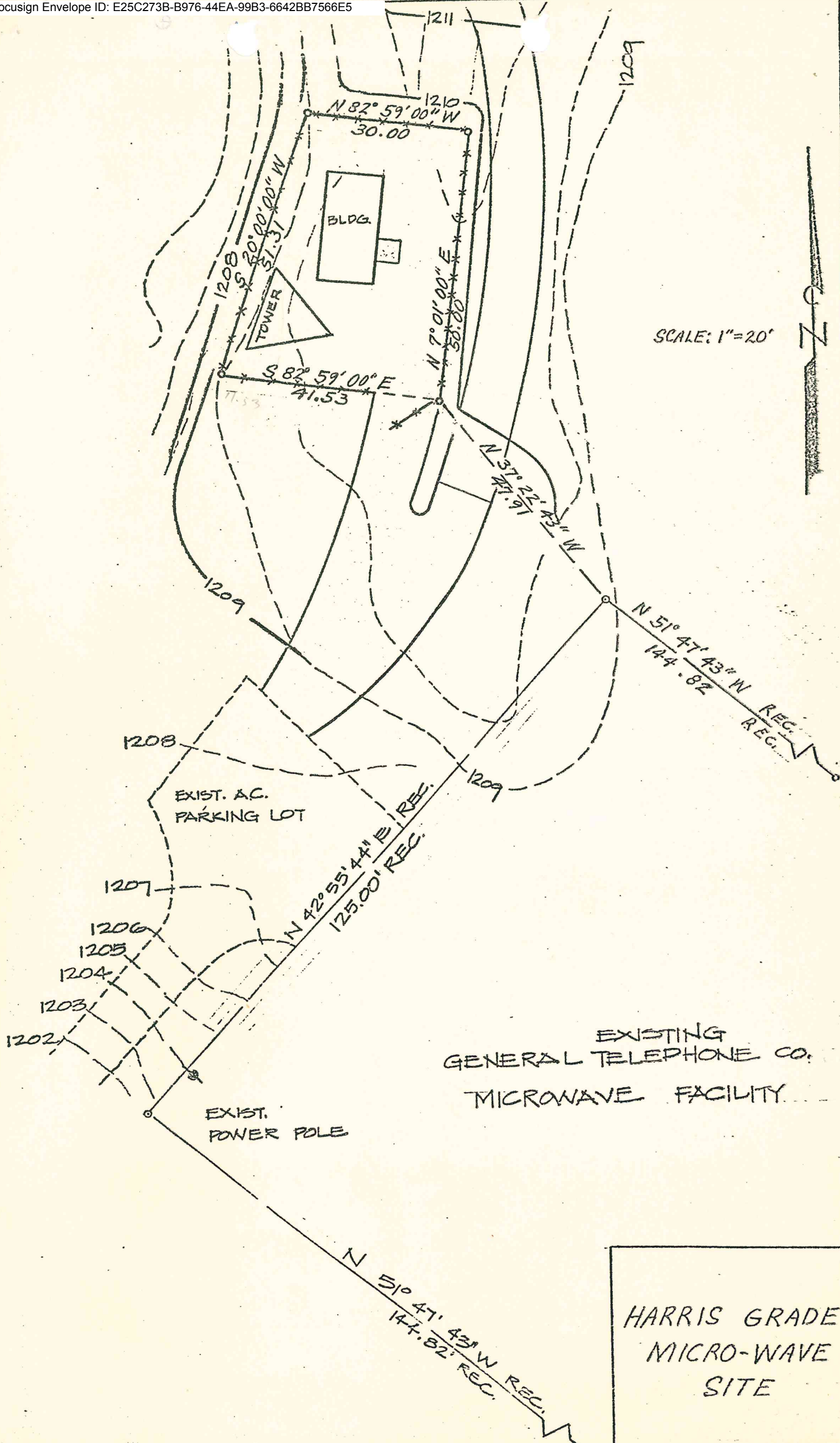
By *[Signature]*
Deputy Clerk

Lessor:

UNION OIL COMPANY OF CALIFORNIA

By *[Signature]*
Charles F. Parker
Vice President

By *[Signature]*
J. R. Courtney
Assistant Secretary

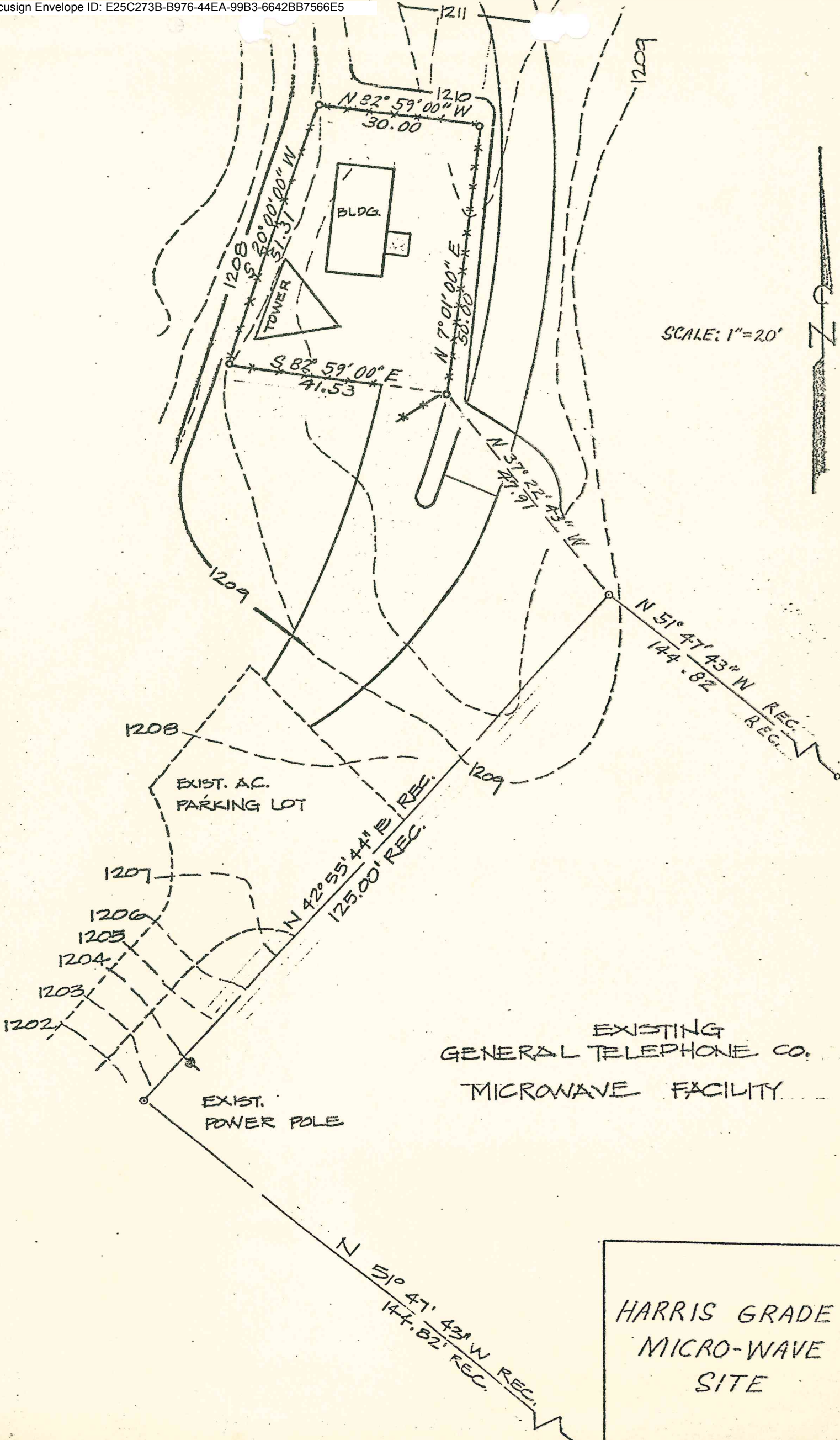


SCALE: 1"=20'



EXISTING
GENERAL TELEPHONE CO.
MICROWAVE FACILITY

HARRIS GRADE
MICRO-WAVE
SITE



SCALE: 1"=20'

EXISTING
GENERAL TELEPHONE CO.
MICROWAVE FACILITY

HARRIS GRADE
MICRO-WAVE
SITE

C.A.M.

Attachment B
Seventh Amendment to Lease Agreement

Project: Harris Grade Communication Site
APN: 099-010-056 (Portion)
Folio: 000940
Agent: CS

SEVENTH AMENDMENT TO THE LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO THE LEASE AGREEMENT is made by and between the

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

and

PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware Corporation, as successor in interest to NUEVO ENERGY COMPANY, a Delaware Corporation, hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, LESSEE entered into a Lease Agreement (hereinafter "Lease") with Union Oil Company of California, a California corporation d/b/a Unocal, on July 31, 1975, and subsequent amendments with Nuevo Energy Company, A Delaware corporation, as successor in interest to Union Oil Company of California dated November 11, 1985, May 23, 1988, December 18, 1990, September 26, 1995, and November 7, 2000, granting LESSEE the use of a portion of property known as Santa Barbara County Assessor Parcel Number 099-010-056 for the purpose of a microwave and/or UHF radio facility and related operations; and

WHEREAS, Plains Exploration & Production Company, a Delaware corporation, is successor in interest pursuant to a merger with Nuevo Energy Company, a Delaware corporation, dated May 14, 2004; and

WHEREAS, the parties desire to amend said Lease by extending the term, adjusting the rent, and adding Exhibit A showing where the Premises and LESSOR'S property are located.

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

1. Section 1, **TERM** is hereby amended to read as follows: The term of this lease shall be for a period of five (5) years, commencing September 1, 2010 and expiring on August 31, 2015.

- 2. Section 2, OPTION TO EXTEND TERM is hereby amended to read as follows: LESSEE shall have the right and option to extend the term of the Lease for two (2) additional five (5) -year periods as follows, upon written notice given to LESSOR at least ninety (90) days prior to the expiration of the then current term.

Renewal Option #1 5 years, September 1, 2015 through August 31, 2020
 Renewal Option #2 5 years, September 1, 2020 through August 31, 2025

- 3. Section 3, RENTAL is hereby amended to read as follows: LESSEE shall pay LESSOR as rental for said premises for the period commencing September 1, 2010, and ending August 31, 2011, ONE THOUSAND NINE HUNDRED FOURTEEN AND 42/100 DOLLARS (\$1,914.42) per month. Rental for the remainder of the term and any extension periods shall increase annually by 5% except with regards to Renewal Option #2.

At least six (6) months prior to September 1, 2020, LESSOR shall notify LESSEE of LESSOR'S proposed fair market rent, based on LESSOR'S assessment of available data on rents for comparable transmitter sites/facilities similar in size and location. Rent is based on the value of the transmitter facility and not the land. Should LESSEE exercise Renewal Option #2, the rent for the first year of the five-year term, September 1, 2020 through August 31, 2021, shall be adjusted to reflect LESSOR'S proposed fair market rent and shall increase annually by 5% thereafter.

- 4. NOTICES is hereby amended to state that notices to the LESSOR should be addressed to:

Plains Exploration & Production Company
 c/o Hoffman, Vance & Worthington, Inc.
 1000 South Seaward Avenue
 Ventura, California 93001
 (805) 642-0211

- 5. The Lease is also hereby amended by addition of Exhibit A, attached hereto and incorporated herein by reference. LESSOR'S property is shown as the diagonally-slashed area on page 1 of Exhibit A, and an aerial photo (showing LESSEE'S emergency communications facility site) of the Premises are identified on page 2 of Exhibit A.
- 6. All other terms and conditions of the original Lease and subsequent amendments shall remain in effect.

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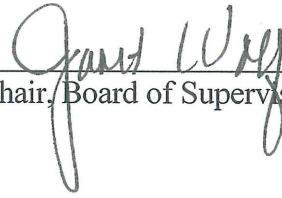
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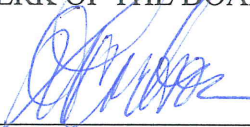
Project: Harris Grade Communication Site
APN: 099-010-056 (Portion)
Folio: 000940
Agent: CS

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Seventh Amendment to the Lease Agreement to be effective on the date executed by LESSOR.

"LESSEE"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

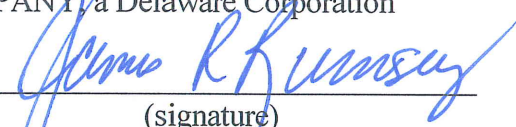

Chair, Board of Supervisors

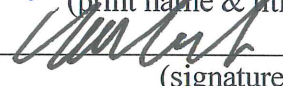
By: 
Deputy

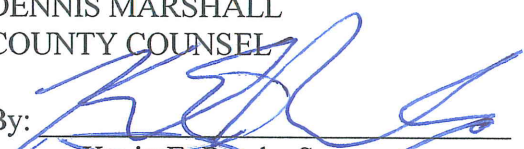
Date: 4-7-10

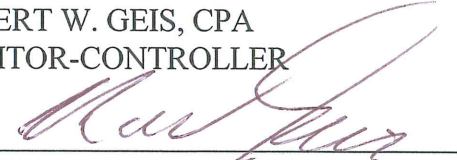
"LESSOR"
PLAINS EXPLORATION & PRODUCTION
COMPANY, a Delaware Corporation

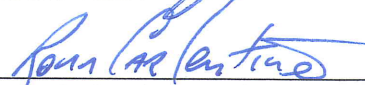
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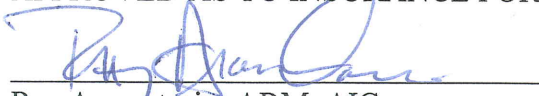
By: 
(signature)
Jim Runsey, Vice President - Land, Development
(print name & title)

By: 
(signature)
Winston M. Talbert, EVP & Chief Financial Officer
(print name & title) Officer

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL
By: 
Kevin E. Ready, Sr.,
Deputy County Counsel

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

APPROVED:

Ronn Carlentine, SR/WA
Real Property Manager

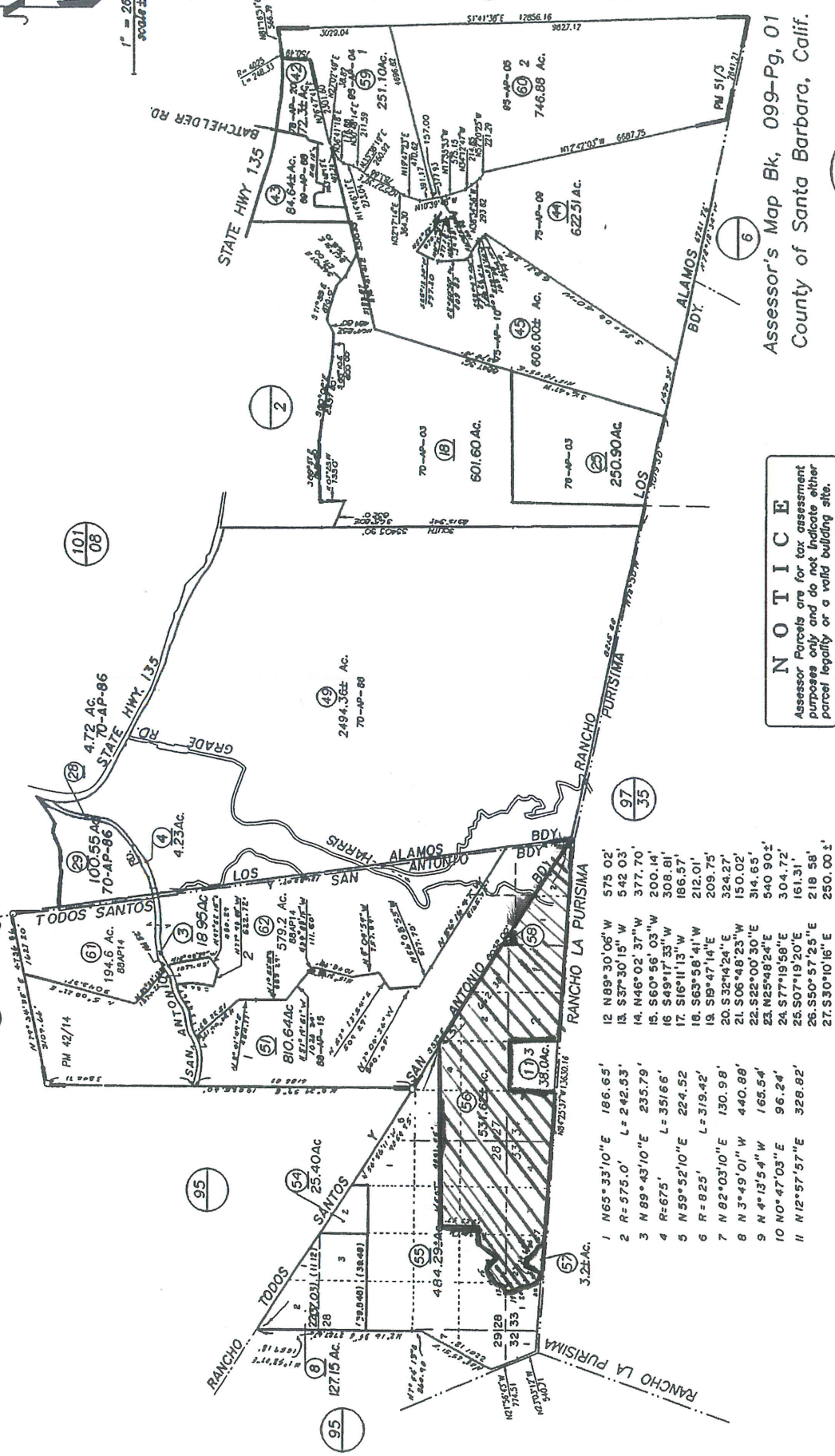
APPROVED AS TO INSURANCE FORM:

Ray Aromatorio, ARM, AIC
Risk Program Administrator

POR. RANCHOS LOS ALAMOS & TODOS SANTOS Y SAN ANTONIO
POR. T8N R34W SBB&M

099-0



1" = 2040
FOOT



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

- 12 N 89° 30' 06" W 575.02'
- 13 S 37° 30' 15" W 542.03'
- 14 N 46° 02' 37" W 377.70'
- 15 S 60° 56' 03" W 200.14'
- 16 S 49° 17' 33" W 308.81'
- 17 S 16° 11' 13" W 186.57'
- 18 S 63° 56' 41" W 212.01'
- 19 S 89° 47' 14" E 209.75'
- 20 S 32° 14' 24" E 324.27'
- 21 S 56° 48' 23" W 150.02'
- 22 S 22° 00' 30" E 314.65'
- 23 N 25° 48' 24" E 540.90'
- 24 S 77° 19' 58" E 304.72'
- 25 S 07° 19' 20" E 161.31'
- 26 S 50° 57' 25" E 218.58'
- 27 S 30° 10' 16" E 250.00 1'

- 1 N 65° 33' 10" E 186.65'
- 2 R = 575.0' L = 242.53'
- 3 N 89° 43' 10" E 235.79'
- 4 R = 675' L = 351.66'
- 5 N 59° 52' 10" E 224.52'
- 6 R = 825' L = 319.42'
- 7 N 82° 03' 10" E 130.98'
- 8 N 3° 49' 01" W 440.88'
- 9 N 4° 13' 54" W 165.54'
- 10 N 0° 47' 03" E 96.24'
- 11 N 12° 57' 57" E 328.82'

Assessor's Map Bk, 099-Pg, 01
County of Santa Barbara, Calif.

04/98 052 into 061 & 052

