

Project: City of Lompoc Administration  
Parking Lot Lease  
Folio: 004085  
APN: 085-172-018  
Agent: DH

## **LEASE AGREEMENT**

This Lease Agreement (“**Lease**”) is made and entered into this 1<sup>st</sup> day of May, 2025 (“**Lease Date**”), by and between the **COUNTY OF SANTA BARBARA** (“**Landlord**”), and the **CITY OF LOMPOC**, a California municipal corporation (“**Tenant**”). Landlord and Tenant are sometimes referred to herein individually as “**Party**” or collectively as “**Parties**.”

### **RECITALS:**

- A. Landlord owns that real property located at 401 East Cypress Avenue, in the City of Lompoc, State of California, and more particularly identified as County of Santa Barbara Assessor’s Parcel Number 085-172-018, improved with a Santa Barbara County Branch Administration Building and parking lot (collectively the “**Property**”).
- B. The Property is located adjacent to the Santa Barbara County Superior Court (“**Court**”).
- C. Landlord currently allows Tenant to use a portion of the parking lot on the Property to park Lompoc Police Department vehicles through an informal agreement. Tenant has requested Landlord’s permission to build a fence around a portion of the parking lot on the Property, as further described in this Lease, at its own cost and expense, in order to protect the police vehicles parked on the parking lot.
- D. The Parties desire to enter into this Lease to formalize the right of Tenant to park City police department vehicles on the Property and to allow Tenant to build a fence on part of the Property, as further described herein.

In consideration of the covenants and agreements contained herein, and incorporating the foregoing recitals and all exhibits hereto, Landlord and Tenant hereby agree as follows:

### **1. LEASE**

**1.1 Leased Premises.** As of the Commencement Date (defined in Section 1.2), Landlord leases to Tenant, and Tenant hereby hires from Landlord, the portion of the parking lot on the Property depicted in Exhibit A. (“**Leased Premises**”), in AS-IS condition and subject to the terms and conditions of this Lease.

**(a) Possession.** Tenant acknowledges that possession of the Leased Premises will begin as of the Commencement Date.

(b) **Condition.** Tenant is fully aware of the condition of the Leased Premises and certifies to Landlord that it is in good condition and repair, and accordingly as of the Commencement Date acknowledges that it has and shall possess Leased Premises in AS-IS condition as of the Commencement Date. This Lease is subject to all existing easements, covenants, servitudes, licenses, rights-of-way and all matters of record.

(c) **Statutory Disclosure Notice.** Pursuant to California Civil Code Section 1938, Landlord provides the following statutory notice to Tenant:

“A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASP inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASP inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASP inspection, the payment of the fee for the CASP inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

**1.2 Term.** The initial term of this Lease shall be for a period of ten (10) years, (“Term”) commencing on May 1, 2025, (“**Commencement Date**”), and terminating on April 30, 2035, subject to such provisions for extension and termination as contained herein.

**1.3 Extension of Lease.** In the event this Lease has not otherwise been terminated and Tenant is in compliance with all terms and conditions of this Lease and is in good standing at the end of the initial term, Tenant shall have the option for four (4) additional successive optional extension of five (5) years each on the same terms, covenants, and conditions (except as to the number of remaining option extensions) as are contained in this Lease upon mutual agreement of Tenant and Landlord. Tenant shall request extensions in writing no greater than nine (9) months or less than six (6) months prior to the termination of the then-current extension. Approval of the extensions shall be granted by Director, or designee upon receipt of Tenant’s written request. Failure of Tenant to submit a request to extend shall be notice to Landlord of Tenant’s intent to terminate the Lease at the end of the then-current extension.

The extension periods shall be as follows:

Extension Period One, 5 – years May 1, 2035 through April 30, 2040  
Extension Period Two, 5 – years May 1, 2040 through April 30, 2054  
Extension Period Three, 5 – years May 1, 2045 through May 30, 2050  
Extension Period Four, 5 – years May 1, 2050 through April 30, 2055

## **2.0 RENT.**

**2.1 Annual Rent.** It is acknowledged and agreed that the monthly rent is waived in exchange for the benefit of the presence of personnel of the Lompoc Police Department on the Property.

## **3.0 USE OF LEASED PREMISES.**

### **3.1 Permitted Use.**

**(a) Parking for Police Department and Court Employees.** With the exception of the activities authorized in subsection (b), the Leased Premises shall only be used for parking of Santa Barbara County vehicles, Santa Barbara County employee vehicles, Lompoc Police Department vehicles, Lompoc Police Department employee vehicles, and parking by employees of the Court. Parking of Santa Barbara County and Police Department vehicles is permitted twenty-four hours a day, seven days a week. Tenant shall, at a minimum, allow parking by Court employees during normal business hours of the Court, and may also allow parking of such vehicles during other times. Tenant shall not charge County or Court employees for parking on the Leased Premises.

**(b) Construction of Fence.** Landlord authorizes Tenant, at Tenant's sole cost and expense, to demolish any existing improvements to allow for the construction and maintenance of a fence around the perimeter of the Leased Premises. The design and materials of the fence shall be the sole discretion of Tenant, provided that the fence shall comply with all state and local laws and building code requirements. The fence may include electronic, access-control gates, and other points of entrance and exit for pedestrians and vehicles, as determined by Tenant. Tenant is authorized to construct the fence, at Tenant's sole cost and expense, beginning on the first day of the Term and shall not be required to obtain any review or approval from Landlord prior to construction or use of the fence. The construction of the fence shall be completed in a good and workmanlike manner. Tenant shall be responsible for complying with all applicable prevailing wage and public contracting laws and requirements applicable to the construction of the fence. Landlord may require Tenant to remove the fence at the end of the Term or upon the earlier termination of this Lease by giving written notice to Tenant and, upon receipt of such notice, Tenant, at its sole cost and expense, shall remove the fence and restore the Leased Premises to the condition they were in at the beginning of the Term, reasonable wear and tear excepted. If the fence is not removed, ownership of the fence and responsibility to maintain the fence will reside with Landlord commencing upon Lease expiration or termination. Tenant shall be responsible for the fence and its maintenance including operations and shall be responsible for after-hours call outs and support.

**3.2 Exclusive Use; Court Employees.** With the exception of Court employees who use the Leased Premises for parking, Tenant shall have an exclusive right to use the Leased Premises. Tenant shall be responsible for coordinating parking privileges with Court employees and ensuring that Court employees are able to enter and exit the Leased Premises for parking purposes.

**3.3 Utilities.** Tenant shall contract directly for and thereafter promptly pay for all utilities including light, power, water, and other public utilities furnished to the Leased Premises

and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

**3.4 Prohibitions.** Tenant shall not do or permit anything to be done in or about the Leased Premises except as provided in Section 3.1 and will not in any way obstruct or interfere with the rights of other parties, injure or annoy them or use or permit the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any public or private nuisance in, on, or from the Leased Premises, or commit or suffer to be committed any waste in or upon the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Leased Premises, or part thereof, or the contents of the Leased Premises, or cause cancellation of any insurance policy covering the Leased Premises, or part thereof, or its contents. Tenant shall not conduct any business on the Leased Premises in violation of the terms of this Lease, any applicable laws or existing matters, or record title. Any violation of this section will constitute a material breach and County can terminate this lease upon any violation.

**3.5 Compliance with Laws.** Tenant shall, at its sole cost and expense, comply with all applicable laws, ordinances and regulations of any governmental agency having jurisdiction in force on the Effective Date as may thereafter be modified. Landlord is not responsible for any changes in Federal, State, County, Landlord or local regulations that may require Tenant to modify, change, or upgrade its operations at the Leased Premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between Landlord and Tenant.

**3.6 Signage.** The placement or construction of signs on the Leased Premises shall comply with Chapter 17.316 of the Lompoc Municipal Code, including any revision thereof and shall also be subject to discretionary approval by Landlord.

#### **4.0 ALTERATIONS; REPAIRS; MAINTENANCE.**

**4.1 Alterations & Improvements.** Except as provided in Section 3, Tenant shall not make, or suffer to be made, any alterations or improvements to the Leased Premises, or any part thereof, without the prior written consent of Landlord which may be withheld or conditioned in Landlord's sole discretion. Any alterations to the Leased Premises, except movable furniture and trade fixtures, shall automatically be a part of the Leased Premises and, at the expiration or earlier termination of this Lease, shall belong to Landlord. As a condition to such approval, Landlord may require that any such alterations be removed at termination of the Lease. Any removal of alterations or furniture and trade fixtures shall be completed in a good and workmanlike manner at Tenant's sole cost and expense. Any damage occasioned by removal shall be repaired at Tenant's expense so that the Leased Premises will be surrendered in a good, clean and sanitary condition. Any and all trade fixtures, equipment, or appurtenances installed by Tenant shall conform with the requirements of all municipal, state, federal, and governmental authorities including requirements pertaining to the health, welfare, or safety of employees or the public.

**4.2 Maintenance and Repair.** During the Term, Tenant at Tenant's sole cost and expense, shall, to the reasonable satisfaction of Landlord, maintain in good order, condition, and repair, and free and clear of rubbish, litter, and graffiti, the portion of the Leased Premises behind the Lompoc Police Department. Tenant shall repair, at its sole cost any damage to the Leased Premises caused by Tenant or Tenant's employees or invitees, to the reasonable satisfaction of Landlord. Landlord shall have no obligation to maintain, repair, or replace any Tenant improvements ("Tenant Improvements") located on the portion of the Leased Premises behind the Lompoc Police Department.

Tenant shall also be responsible for the asphalt slurry seal on the portion of the Leased Premises behind the Lompoc Police Department commencing every five (5) years, beginning on the first day of the Term. The asphalt slurry seal shall be pursuant to the current standard asphalt paving practices used by the City of Lompoc, and subject to approval by Landlord, which shall not be unreasonably withheld or conditioned.

In the event there is a failure in the portion of the Leased Premises behind the Lompoc Police Department, the Tenant shall repair any such failed Leased Premises Area(s) ("Failed Area(s)") by completely removing and replacing asphalt area(s). Regardless of the length and width of the Failed Area(s), the minimum length and width the Tenant shall be required to sawcut and completely remove to base shall be four (4) feet in length and four (4) feet in width.

Furthermore, Tenant shall be solely responsible for the management of all stormwater and runoff at or originating from the Leased Premises or Tenant's activities conducted thereon and for any related permitting and compliance with all applicable laws. Tenant shall not conduct any activities on the Leased Premises that have the potential to contribute, or that actually contribute, pollutants to the storm drain system. Tenant shall comply with all applicable Wastewater Ordinances, as amended, and obtain an Industrial Wastewater Discharge permit (or any other governmental approvals) specific to its activities at the Leased Premises.

**4.3 Surrender of Premises in Good Condition.** Tenant agrees on the last day of the Term or sooner termination of this Lease, to surrender the Leased Premises in the same condition as when originally received by Tenant under this Lease, with the addition of any improvements authorized or made by Landlord and not required to be removed, and in a good, clean and sanitary condition, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted.

Landlord reserves the right, under Section 11.1, to inspect the Leased Premises to assure that Tenant is in compliance with its obligations under this Lease. No act or omission by Landlord or its agents during the Term shall be an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless accepted in writing executed by a duly authorized representative of Landlord.

## **5.0 INDEMNIFICATION AND INSURANCE.**

**5.1 Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared

pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

In the event of the occurrence of any event which is an indemnifiable event pursuant to this Section, the indemnifying party shall notify the non-indemnifying party promptly and, if such event involves the claim of any third person, the indemnifying party shall assume all expenses with respect to the defense, settlement, adjustment, or compromise of any claim; provided that the non-indemnifying party may, if it so desires, employ counsel at its own expense to assist in the handling of such claim. The indemnifying party shall obtain the prior written approval of the non-indemnifying party before entering into any settlement, adjustment or compromise of such claim. The indemnifying party shall reimburse the non-indemnifying party or any third party (including officers, directors, and employees of the non-indemnifying party) for any legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided. All indemnification obligations hereunder shall survive the expiration or termination of this Lease. Notwithstanding the generality of the foregoing, the indemnifying party's obligation to indemnify the non-indemnifying party shall not extend to liability solely caused by the gross negligence or willful misconduct of the non-indemnifying party, its officers, employees or agents on the Leased Premises, or events or activities conducted by the non-indemnifying party.

**5.2 Insurance.** Tenant shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Lease.

## **6.0 SURRENDER OF LEASE; DAMAGE.**

**6.1 Surrender of Lease.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of Landlord, terminate all or any existing authorized subleases or sub tenancies, or may, at the option of Landlord, operate as an assignment to it of any or all of such subleases or sub tenancies.

**6.2 Damage.** In the event the Leased Premises are destroyed or damaged by fire or other casualty or act of God as to be rendered uninhabitable ("**Casualty**"), this Lease may be terminated by either party in its sole discretion upon written notice to the other party within thirty (30) calendar days of such occurrence. Tenant agrees to promptly notify Landlord in writing of any damage to the Leased Premises resulting from a Casualty. If Tenant causes damage to or the destruction of the Leased Premises, or if Tenant Improvements located on the Leased Premises are declared unsafe or unfit for use or occupancy by a governmental entity having jurisdiction, then Tenant shall commence repair or replacement of the Leased Premises and Tenant Improvements as required or permitted under this section as soon as practical, but no later than

ninety (90) calendar days after the event that caused the damage or destruction. Tenant shall diligently perform such repairs to completion. Tenant shall repair all aspects of the Leased Premises in accordance with the provisions of this Lease and to the reasonable satisfaction of Landlord. If the Leased Premises are damaged or destroyed through no negligence, act or omission of Tenant and, as a result of such damage or destruction, Tenant, in its reasonable judgment, determines that the same are not suitable for the permitted use described in Section 3.1, then Tenant shall have the option to terminate this Lease by delivering written notice to Landlord within sixty (60) calendar days following the occurrence of such damage or destruction, in which event this Lease will terminate as of the date specified in Tenant's notice. If Tenant does not terminate this Lease as provided in the time and manner specified, this Lease will continue in full force and effect. Landlord has no obligation to restore or repair the Leased Premises.

**7.0 ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet all or any portion of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld or conditioned in the sole discretion of Landlord.

**8.0 DEFAULT AND REMEDIES.**

**8.1 Default by Tenant.** A "Default" is defined as the occurrence of any one or more of the following events and the failure of Tenant to cure such Default within any applicable grace period specified below:

(a) Tenant fails to pay any payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) business days after written notice by Landlord to Tenant.

(b) A failure by Tenant to observe or perform any other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) calendar days after written notice by Landlord to Tenant; provided, however, that if the nature of the default involves such that more than thirty (30) calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) calendar day period and thereafter diligently prosecutes said cure to completion.

(c) Tenant abandons the Leased premises

(d) Tenant's failure to provide insurance in accordance with Section 5 of this Lease.

Any repetitive failure by Tenant to perform its obligations, though intermittently cured, may, at the sole election of Landlord, be deemed an incurable default.

Any notice required to be given by Landlord under this Section 8.1 shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

**8.2 Remedies.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, without notice or demand, and without limiting Landlord in the exercise of a right or remedy Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Leased Premises, necessary renovation and alteration of the Leased Premises, and reasonable attorneys' fees and costs.

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by Landlord as to any rights or remedies available hereunder or pursuant to any law or judicial decisions of the State of California shall be binding upon Landlord until the time of trial of any such action or proceeding.

**8.3 No Waiver.** All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

**8.4 Landlord's Default.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) calendar days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Leased Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be deemed in default if Landlord commences performance within a (30) calendar day period and thereafter diligently prosecutes the same to completion. Tenant shall have the right to terminate this Lease as a result of Landlord's default but not to any damages.

**8.5 Sale, Transfer or Assignment of Leased Premises.** In the event of the sale, transfer, or assignment of the Leased Premises, Landlord shall be entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, transfer, or assignment. The purchaser or assignee, at such sale, transfer or assignment or any subsequent sale, transfer, or assignment of the Leased Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser or assignee, to have assumed and agreed to carry out each and all of the covenants and obligations of Landlord under this Lease, therefore, the obligation to the State to provide court parking would transfer to the new owner.



**9.0 CONDEMNATION.** In the event a condemnation or a transfer in lieu thereof results in a taking of any portion of the Leased Premises, Landlord may, or in the event a condemnation or a transfer in lieu thereof results in a taking of twenty-five percent (25%) or more of the Leased Premises, either party may, upon written notice to the other party given within thirty (30) calendar days after such taking or transfer in lieu thereof, terminate this Lease. Tenant shall not be entitled to share in any portion of the award and Tenant expressly waives any right or claim to any part thereof. Tenant shall, however, have the right to claim and recover, only from the condemning authority (but not from Landlord), any amounts necessary to reimburse Tenant for the cost of relocation and removing fixtures. If this Lease is not terminated as above provided, Landlord shall use a portion of the condemnation award to restore the Leased Premises.

**10.0 SUBORDINATION, ATTORNMENT AND NONDISTURBANCE; ESTOPPEL CERTIFICATES.**

**10.1 Subordination, Attornment and Nondisturbance.** Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Subordination and Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage, and Landlord shall obtain the same from the holder of such lien or mortgage. Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Lease and all of Tenant's rights, title and interests created in this Lease, and (ii) any and all documents executed or to be executed by and between Tenant and Landlord in connection with this Lease. A "**Subordination and Non-Disturbance Agreement**" shall mean an agreement, in a form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Lease, (ii) agrees to provide notice of defaults under the lien or mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with.

**10.2 Estoppel Certificate.** Within ten (10) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a "Tenant Estoppel Certificate" in a form reasonably required by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Property or any interest therein. Tenant's failure to deliver such Tenant Estoppel Certificate within such time shall be conclusive upon Tenant (i) that this Lease is in full force, without modification except as may be represented by Landlord, and (ii) that there are no uncured defaults in Landlord's performance.

**11.0 MISCELLANEOUS.**

**11.1 Entry and Inspection.** Landlord and its authorized representatives may, after notice that is reasonable under the circumstances, at all reasonable times during normal business hours and at any time without notice in an urgent situation, enter upon the Leased

Premises for the purposes of (a) inspecting the same, confirming that Tenant is complying with its obligations under this Lease, and protecting the interest therein of Landlord, (b) posting notices of non-responsibility, and (c) performing sampling and other activities with respect to stormwater and wastewater monitoring. Landlord may also enter on or pass through the Leased Premises at such times as are required by circumstances of emergency. If Tenant is not personally present to open the Leased Premises when such an emergency entry by Landlord occurs, Landlord may enter by means of a master key or security code, which Tenant shall provide Landlord's General Services/Facilities Division immediately after installation of any locked gate or door at the Leased Premises, without liability to Tenant except for any failure to exercise reasonable due care for the Leased Premises. Landlord's actions authorized under this section will not constitute an actual or constructive eviction or relieve Tenant of any obligation with respect to making any repair, replacement, or improvement or complying with all Laws. Landlord shall promptly notify Tenant of any emergency entrance of the Leased Premises and provide details of any actions taken by Landlord. Notwithstanding anything else in the foregoing, any damage caused by Landlord or its authorized representatives to the fence constructed by Tenant under Section 3.1(b) shall be promptly repaired at Landlord's expense.

**11.2 Liens and Encumbrances.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Leased Premises. Landlord may record, at its election, notices of non-responsibility pursuant to California Civil Code Section 8444 in connection with any work performed by Tenant. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Leased Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Leased Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Leased Premises and cause such lien or encumbrance to be discharged within thirty (30) calendar days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within the thirty (30) calendar day period. Without limiting any other rights or remedies of Landlord, if Tenant fails for any reason to cause a lien or encumbrance to be discharged within thirty (30) calendar days of the filing or recording thereof, then Landlord may take such action(s) as it deems necessary to cause the discharge of the same (including, without limitation, by paying any amount demanded by the person or entity who has filed or recorded such lien or encumbrance, regardless of whether the same is in dispute), and Landlord shall be reimbursed by Tenant for all actual costs and expenses incurred by Landlord in connection therewith within five (5) business days following written demand therefor.

**11.3 Hazardous Waste.** Tenant shall not manufacture or generate hazardous wastes on or in the Leased Premises or Property unless authorized by this Lease. Tenant shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, state or local law, regulation, or ordinance that are disposed of, stored, or transported by Tenant, its agent's employees or designees on or in the Leased Premises or Property during the term of this Lease 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, or materials. Tenant shall notify

Landlord and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such substances, or materials.

**11.4 Time of the Essence.** Time is of the essence of this Lease and each and all of its provisions.

**11.5 Jurisdiction and Venue.** The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Lease, and service mailed to either party as set forth herein shall be adequate service for such litigation. The parties further agree that Santa Barbara County, California, is the proper venue for any litigation.

**11.6 Successors in Interest.** All covenants shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

**11.7 Entire Agreement.** This Lease (i) covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning this Lease, (ii) supersedes any and all previous obligations, agreements and understandings between the parties, oral or written; and (iii) merges all preliminary negotiations and agreements of whatsoever kind or nature herein. Tenant acknowledges that no representations or warranties of any kind or nature not specifically set forth herein have been made by Landlord or its agents or representatives.

**11.8 Construction.** This Lease shall be construed according to its fair meaning as if prepared by both parties. Headings used in this Agreement are provided for convenience only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

**11.9 Authority.** Tenant represents that each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms. Tenant represents and warrants to Landlord that the entering into this Lease does not violate any provisions of any other agreement to which Tenant is bound.

**11.10 Relationship of Parties.** The relationship of the parties is that of Landlord and Tenant. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of Tenant's activities, programs, services, or activities.

**11.11 Nondiscrimination.** Tenant herein covenants for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of race, sex, marital status, color, creed, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises herein leased, nor shall Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Leased Premises.

**11.12 Notices.** Any notice herein required or permitted to be given shall be deemed given (i) three (3) business days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the party; or (ii) one (1) business day following the date the same is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the parties shall be addressed as follows:

|                  |   |
|------------------|---|
| <b>Landlord:</b> | County of Santa Barbara<br>General Services Department<br>Real Property Division – Casa Nueva<br>260 San Antonio Rd<br>Santa Barbara, CA 93101<br>Attn: Real Property Manager<br>Email: <a href="mailto:realproperty@countyofsb.org">realproperty@countyofsb.org</a><br>Telephone: 805-568-3070 |
| With a copy to   | County of Santa Barbara<br>General Services Department<br>Facilities Division<br>4568 Calle Real Bldg. B<br>Santa Barbara, CA 93110<br>Attn: Facilities Division Manager<br>Email: <a href="mailto:gsfacsinvoices@countyofsb.org">gsfacsinvoices@countyofsb.org</a><br>Telephone: 805-681-4703  |
| <b>Tenant</b>    | City of Lompoc<br>100 Civic Center Plaza<br>Lompoc, CA 93436<br>Attention: Dean Albrow, City Manager<br>Email: <a href="mailto:d_albro@ci.lompoc.ca.us">d_albro@ci.lompoc.ca.us</a><br>Telephone: 805-875-8212  |
| With Copy to:    | City of Lompoc<br>100 Civic Center Plaza<br>Lompoc, CA 93436<br>Attention: Jeff Malawy, City Attorney<br>E-Mail: <a href="mailto:jmalawy@awattorneys.com">jmalawy@awattorneys.com</a><br>Telephone: 805-875-8251  |

**11.13 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

**11.14 Attorney's Fees.** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

**11.15 Force Majeure.** If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of all obligations under this Lease.

**11.16 Quiet Enjoyment.** As long as Tenant observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Leased Premises for the entire Term and such provisions for extensions hereof subject to all of the provisions of this Lease.

**11.17 Recordation of Lease.** In accordance with Government Code Section 37393, this Lease shall be recorded in the Official Records of Santa Barbara County. Upon termination of the Lease, Tenant shall execute and acknowledge any documents reasonably requested by Landlord in order to terminate the Lease of record. This obligation shall survive termination of this Lease for any reason.

**11.18 Severability.** If any section, subsection, term, or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Lease, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

**11.19 Counterparts.** This Lease may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.

**11.20 Electronic/Facsimile Transmitted Signatures:** In the event that the parties hereto utilize electronically transmitted documents which include electronically generated signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing the electronic signatures name and title are provided directly below the electronic signature.

In the event that the parties hereto utilize facsimile transmitted documents 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.

**11.21 Exhibits Incorporated.** Exhibit A attached to this Lease are made a part hereof as if fully set forth herein.

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/

Project: City of Lompoc Administration  
Parking Lot Lease  
Folio: 004085  
APN: 085-172-018  
Agent: DH

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Agreement to be effective as of the first date duly executed by both Parties.

**“Landlord”**  
COUNTY OF SANTA BARBARA, a political  
subdivision of the State of California

ATTEST  
MONA MIYASATO  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Sheila De La Guerra  
Deputy Clerk

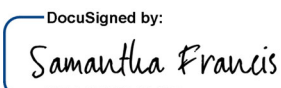
By: \_\_\_\_\_  
Laura Capps  
Chair, Board of Supervisors

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

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:  \_\_\_\_\_  
0AC56B8DE45F483...  
Tyler Sprague  
Deputy County Counsel

APPROVED AS TO FORM:  
RISK MANAGEMENT

By:  \_\_\_\_\_  
57894885FA18407...  
Samantha Francis

**“Tenant”**

CITY OF LOMPOC, a California municipal corporation

By:

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Dean Albro, City Manager

ATTEST

---

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By:

---

Jeff Malawy, City Attorney

*[END OF SIGNATURES]*



**EXHIBIT A - LEASED PREMISES**

**APN: 085-172-018 (Outlined in Red)**

