

Project: Social Services, CalWORKs  
Office Lease, Lompoc  
APN: 089-011-017 & -018 (Portion)  
Folio: 003188  
Agent: DG

**SECOND AMENDMENT TO THE LEASE AGREEMENT**

**THIS SECOND 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 "COUNTY,"

and

FLOWER VALLEY PLAZA, LLC, a Delaware Limited Liability Company, hereinafter referred to as "LESSOR,"

with reference to the following:

**WHEREAS**, COUNTY and LESSOR'S predecessor, Flower Valley Associates, a California General Partnership, entered into a Lease Agreement (hereinafter "Lease") on October 20, 1998, for COUNTY'S use of a portion of the office buildings known as 1133 and 1145 North H Street, Lompoc, for use by the Social Services Department; and

**WHEREAS**, on September 5, 2000, said parties amended said Lease by adding additional suites; and amending the lease term, the monthly rent, the nonappropriation clause, tenant improvement section, the maintenance agreement and the triple net costs paid by COUNTY; and

**WHEREAS**, on April 22, 2005, COUNTY and LESSOR extended the Term of the Lease through September 30, 2008; and

**WHEREAS**, the parties wish to execute this Second Amendment to the Lease for the purpose of adding Suite C-5, consisting of approximately 900 square feet of office space, to the Leased Premises.

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

1. The first paragraph of Section 2, LEASED PREMISES, is hereby amended by addition of the following:

“Commencing December 1, 2005, the Premises shall be increased to include Suite C-5, consisting of 900 square feet, for a total square footage of approximately

11,400 square feet of commercial office space (hereinafter "Premises"). The Premises, as amended, are shown as the diagonally-slashed are of Exhibit "A", as amended herein, attached hereto and incorporated herein by reference."

2. Section 3, TERM, is hereby amended by addition of the following:

"The term of this Lease has been extended through September 30, 2008."

3. Section 5. RENT, is hereby amended by addition of the following:

"Commencing December 1, 2005, and upon COUNTY'S occupancy of Suite C-5, base rent for the 11,400 square foot Premises shall be \$13,223.82, and shall continue to be subject to adjustment as set forth in Section 6, COST OF LIVING ADJUSTMENT."

4. It is expressly understood that in all other respects, the terms and conditions of the original lease agreement signed by the Santa Barbara County Board of Supervisors on October 20, 1998, as amended, shall remain in full force and effect.

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

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

\_\_\_\_\_  
CHAIR, BOARD OF SUPERVISORS

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

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

APPROVED:  
KATHY GALLAGHER  
DIRECTOR, SOCIAL SERVICES

"LESSOR"  
FLOWER VALLEY PLAZA, LLC  
a Delaware Limited Liability Company  
By: Flower Valley, Inc.,  
a California Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Irving Kaufman  
Title: Secretary of Flower Valley, Inc.  
Managing Member of  
Flower Valley Plaza, LLC

APPROVED AS TO FORM:  
STEPHEN S. STARK  
COUNTY COUNSEL

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

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

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

APPROVED:

APPROVED AS TO INSURANCE FORM:

\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator