

Project: Santa Barbara Volleyball Club
4550 Hollister Avenue, Goleta
APN: 061-040-050 (portion)
Folio: 004135
Agent: DH

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter "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

SANTA BARBARA VOLLEYBALL CLUB (SBVC), a California non-profit corporation, 501(c)(3), hereinafter referred to as "SBVC,"

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property known as 4550 Hollister Avenue, Goleta, California, and described as Santa Barbara County Assessor's Parcel Number 061-040-050 (portion) (hereinafter "Site") and shown as the diagonally slashed area of "Exhibit A" attached hereto and incorporated herein by this reference; and

WHEREAS, SBVC is a California public benefit 501(c)(3) nonprofit organization and desires to develop a youth volleyball facility on County property in the unincorporated Goleta Valley; and

WHEREAS, SBVC'S proposed volleyball facility (hereinafter "Project") will consist of four (4) indoor volleyball courts, restrooms, storage, reception, and 18 adjacent parking spaces, including one (1) ADA-compliant parking space; and

WHEREAS, the Project requires a Conditional Use Permit (CUP) from Santa Barbara County Planning and Development, and SBVC shall be responsible for designing and constructing the facility to comply with all land use and environmental requirements inherent to the CUP process; and

WHEREAS, the Site has buildings and storage sheds thereon, bordered by Fire Station 13, the Page Youth Center, and the old Foodbank warehouse; and

WHEREAS, the Site is currently the location of the Sheriff's Office Special Investigation Bureau facility, which is in the process of relocation; and

WHEREAS, after many years of deterioration, the buildings currently on the Site need to be demolished, asbestos abated, and removed with utilities secured at the sole expense of SBVC; and

WHEREAS, California Government Code §26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the county and to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out such programs; and

WHEREAS, COUNTY has determined that the services provided by SBVC are necessary to meet the social needs of the COUNTY'S youth population and that the Project will not be needed for COUNTY purposes during the time of possession; and

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY through the General Services Department Director, or designee (hereinafter referred to as "Director"). The Director shall be the primary contact with SBVC and make periodic visits to the Project for inspection and/or other matters as necessary.

2. **LEASED AREA:** For and in consideration of the covenants to be performed by SBVC under this Agreement, COUNTY hereby leases to SBVC and SBVC hereby takes from COUNTY, the Site shown as the outlined area on "Exhibit B" attached hereto and incorporated by reference, located between Page Youth Center to the east and Fire Station 13 to the west of the Project and more particularly described as 4550 Hollister Avenue, Goleta, California.

3. **PARKING:** Once construction of the proposed new building has been finalized, the number of parking spaces within SBVC'S Project boundary shall be a minimum of eighteen (18), and one (1) of which shall be ADA-designated.

4. **PURPOSE AND USE:** SBVC shall use the Site for the Project, as shown in "Exhibit C1-C4", solely as an indoor youth sports facility for providing services necessary to meet the health, welfare, and social needs of Santa Barbara County youth.

SBVC shall demolish and replace the deteriorating buildings with a steel building that will house four (4) indoor volleyball courts, restrooms, storage, reception, and parking at no cost to the COUNTY. The proposed new building is approximately 18,446 square feet. SBVC intends to finance demolition, construction, and operations through philanthropic donations and public and private fundraising events.

SBVC shall be responsible for funding and completing all demolition of the Site,

construction of the Project, and operating the Project in compliance with applicable laws, codes, and regulations. SBVC shall not expand its use of the Project beyond the scope of this Agreement, nor use the Project for any other purposes without the express written consent of COUNTY.

5. **CONDITIONS PRECEDENT:** This Agreement shall be expressly conditioned upon SBVC'S completing demolition of the existing improvements on the Site. SBVC shall use commercially reasonable efforts to commence such demolition on or before August 15, 2026. In the event demolition is not substantially completed by December 30, 2026, COUNTY shall have the right to terminate this Agreement upon written notice to SBVC, whereupon neither party shall have any further obligation hereunder. For purposes of this provision, "substantial completion" shall mean that the Premises are cleared of all prior improvements and are in a condition suitable for SBVC'S intended build-out, subject only to punch-list items that do not materially interfere with the tenant's access or construction.

6. **TERM:** The initial term of this Agreement shall be for a period of fifteen (15) years, commencing upon COUNTY providing 60 calendar days written notice to SBVC that they make take possession of the Site (which shall be provided no later than June 15, 2026) (the "Commencement Date"), subject to such provisions for termination as contained herein.

7. **EXTENSION OF LEASE:** The parties agree to convene at five-year intervals for the express purpose of discussing a potential extension of the Agreement term to the maximum duration permitted under applicable state and federal laws, regulations, and policies. The parties acknowledge the significance of youth-serving facilities and enter into these periodic meetings with the mutual intention, but not the obligation, to negotiate and consider such extensions as contemplated herein.

8. **PROVISION OF SERVICES AS CONSIDERATION FOR RENT:** In accordance with Section 4, PURPOSE AND USE, and Section 22, NON-DISTRIMINATION, it is determined that the services to COUNTY youth are a benefit to the community; therefore, the Project is being provided to SBVC by COUNTY at no cost in exchange for demolishing and removing the existing structures.

Should, for any reason, it be determined that the services provided by SBVC as outlined in Section 4, PURPOSE AND USE, are no longer being performed in a reasonable manner (which, for the sake of clarity, shall include allowing SBVC'S permitted use of the Project for youth sporting activities as provided in *Section 4* and *Section 15*), or should SBVC lose its "non-profit" status, SBVC shall pay fair market rent for the Project upon written notice from COUNTY. The amount of fair market rent shall be determined by an independent appraiser, who has been agreed upon by both parties hereto, and shall be determined by the rental value of the land only. Said rent shall be due for the remainder of the term of this Agreement and shall rise 3% per year on the first day of the thirteenth month during which rent payments are due, and annually thereafter. Rent payments shall be made payable to and delivered to the County of Santa Barbara, General Services Department, at the address stated in Section 27, NOTICES, or at such other place as may be designated in writing.

It is the intention of this Agreement that the Project shall be provided to SBVC at no

cost to the COUNTY.

9. **SITE SUITABILITY:** SBVC has determined that the Site is suitable for SBVC'S intended operations, and therefore, SBVC hereby accepts, by way of executing this Agreement, the Site, as shown in "Exhibit B" hereof, in its existing condition, subject to the terms and conditions of this Agreement. COUNTY and SBVC acknowledge that the existing structures on the site are not usable for SBVC purposes and will be demolished by SBVC.

Notwithstanding the foregoing, indemnification should not apply to any pre-existing conditions, violations, claims, actions, or liability as of the Effective Date of this Agreement (including, without limitation, pre-existing hazardous materials or conditions, or violations of environmental laws) or which first occur or arise after the expiration or earlier termination of this Agreement.

SBVC ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, THE COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE SITE, OR THE SUITABILITY OF THE SAME FOR THE INTENDED USE BY SBVC.

10. **IMPROVEMENTS AND ALTERATIONS:** "Improvements" shall mean any proposed improvements or alterations on the Project to be made under the terms of this Agreement, inclusive of the structure (including demolishing the existing structures and constructing temporary buildings), and all street appurtenances, parking, utilities, and landscaping work constructed on the leased Site during the term. After any of the above-mentioned improvements are made, they shall be included as part of the Project.

Any exterior or interior improvements or alterations proposed by SBVC in, or about SBVC'S leased portion of the Project must be presented to COUNTY in written form with proposed plans and specifications prior to commencement of any improvements or alterations. Such plans shall be submitted by SBVC and considered for COUNTY approval as set forth in Section 11 herein.

As set forth in Section 11, any COUNTY approval shall be deemed conditional upon SBVC acquiring all necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy(ies) thereof to COUNTY, and SBVC'S compliance with all conditions of said permit(s). Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. After obtaining final approval from the COUNTY Board of Supervisors, SBVC shall give COUNTY'S General Services Department not less than ten (10) working days' written notice prior to the commencement of any such work in, on, or about the Project. COUNTY shall have the right to post Notices of Non-responsibility, as provided by law.

During any such improvements or alterations, SBVC shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for SBVC or

on its behalf and shall hold COUNTY harmless and defend COUNTY with respect to any such improvements or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements or alterations are made by SBVC under the provisions of this Agreement, SBVC shall inform COUNTY of the date of completion of such improvements or alterations and shall provide "as-built" drawings of the completed improvements or alterations.

The requirements relating to improvements and alterations set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle SBVC to undertake any improvements or alterations without complying with all permits required by COUNTY in its governmental capacity.

11. **PROPOSED NEW CONSTRUCTION (COUNTY APPROVAL REQUIRED):** Any proposed new construction to replace the demolished and removed buildings shall be subject to the following conditions for approval and completed within the Project boundary.

SBVC shall not commence any proposed Project without first having obtained COUNTY approval, which shall consist of Planning and Development approval and compliance.

SBVC shall not cause or permit any construction or mechanics liens in connection with the leasehold interest created by this Agreement. SBVC shall not lien the COUNTY'S fee estate or other interest in the Project or any of the improvements or the facility on the Project. Furthermore, COUNTY shall not be required to subject its fee estate and/or interest in the Project to the lien of any financing or mortgage sought or obtained by SBVC.

(A) **PERMITS:** SBVC shall obtain and comply with all permits and governmental approvals that may be required for the proposed Project. Those permits and approvals shall include, but not be limited to, land use permits, building permits, and review of the proposed Project by the COUNTY. Any and all permits and approvals required shall be evaluated and granted only on the merits of the application therefor, and nothing in this Agreement shall be construed to require COUNTY, or any other governmental agency, to grant such permits or approvals. A copy of all approved reports and permits, or pending permits, as deemed applicable by the Director.

(B) **COMMENCEMENT OF WORK:** SBVC shall give COUNTY no less than ten (10) working days' written notice prior to the commencement of any work in, or about the Project, and shall keep the Project free and clear of liens for labor and materials. Nothing in this Agreement shall be construed to entitle SBVC to undertake alterations or improvements to the Project, nor additional future improvements, without receiving express written consent according to this Section and complying with all permits required by COUNTY in its governmental capacity, or by any other government agency.

12. **TITLE:** COUNTY recognizes that title to the Site shall remain vested with the COUNTY. The proposed new construction of the Project shall remain vested with SBVC. At the end of the lease term, or in the event that SBVC discontinues the intended use of the Project as stated in Section 4, **PURPOSE AND USE,** SBVC shall demolish its improvements upon providing 60 calendar days' written notice to COUNTY. COUNTY may in its sole discretion waive the burden of demolishing

SBVC'S improvements in writing, in which case SBVC shall execute whatever documents are reasonably requested by COUNTY to facilitate, acknowledge, and evidence the release of all interest in the Project and the passing of title thereto from SBVC to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and title.

13. **ABANDONMENT OF THE SITE and/or PROJECT:** SBVC shall not abandon, vacate, surrender, or assign use of the Site and/or the Project at any time during the term of this Agreement, except as otherwise permitted under this Agreement. If SBVC does abandon, vacate, surrender, or assign use of the Site and/or Project, this Agreement and all of SBVC'S rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to SBVC. In the event of such termination, the Project and any personal property belonging to SBVC and left on the Site more than ninety (90) calendar days after the mailing of such termination letter shall be deemed abandoned at the option of COUNTY, and title to such may pass to COUNTY pursuant to Section 12, TITLE. This provision shall also apply to property left after the termination, or other expiration of this Agreement.

14. **CONVEYANCE OF REAL PROPERTY:** COUNTY shall have the right to convey fee and other real property interests in the Site and the Project. Said conveyance shall not interfere with SBVC'S interests or use herein, and SBVC shall not interfere with any such rights granted by COUNTY. COUNTY shall notify SBVC before a conveyance of real property interest and furnish SBVC with information concerning such proposed conveyance.

15. **EVENTS:** SBVC may contract with public and private entities for the use of the facility for public events such as tournaments, youth sporting events, and fundraisers, subject to the limitations of Section 4, PURPOSE AND USE, and Section 22, NON-DISCRIMINATION. SBVC shall comply with all applicable land use and zoning restrictions. SBVC shall require that all contractors obtain insurance for their event(s), naming the County of Santa Barbara as "additional insured" on said policy. SBVC shall ensure the facility is vacated no later than 10:00 PM and adhere to applicable noise level restrictions.

16. **UTILITIES/WATER/SEWER/TRASH:** SBVC shall have the right to install and maintain the necessary mains and ancillary equipment required to bring utilities, water and sewer services, and trash disposal services to the Site and Project. COUNTY may provide and grant any licenses or easements deemed necessary to bring such utility, water, and sewer services and trash disposal services to the Site and Project at SBVC'S sole cost and expense. All accounts for such utilities, water and sewer services, and trash disposal services shall name SBVC as the responsible party. SBVC shall pay all charges for utilities and trash disposal services when due.

17. **MAINTENANCE/REPAIR:** During the term of this Agreement, including any extensions, SBVC agrees to keep in good maintenance and repair, at its sole expense, the Site, Project, and parking lot, including, but not limited to:

- A. The structural parts of the Project, including the foundation, subflooring, bearing and exterior walls, roof framing, sub-roofing, and roof surfaces; the electrical conduits, conductors, ground equipment, and all other associated devices.
- B. All mechanical equipment, as well as ancillary connections to the equipment, including but not limited to, electrical, gas, and water and sewer services, vent drains, ducting, and supporting structures.
- C. All other unexposed electrical, plumbing, and sewage systems.
- D. The grounds, landscaping, and parking lot; and
- E. All Improvements as defined in Section 10, *IMPROVEMENTS AND ALTERATIONS* above.

18. **ASSIGNMENT/SUBLEASE:** SBVC shall not assign, license, or sublease the Site or Project or any part thereof or any right or privilege appurtenant thereto without COUNTY'S written consent. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment made contrary to this Section shall be null and void.

19. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties, their heirs, successors, and assigns, and to any government or private organization into which SBVC may be merged.

20. **INDEMNIFICATION:** SBVC agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SBVC'S indemnification obligation applies to COUNTY'S active as well as passive negligence, but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

SBVC shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

21. **INSURANCE:** SBVC shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to the Project which may arise from or in connection with the SBVC'S operation and use of the leased premises. The cost of such insurance shall be borne by SBVC.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, Project damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to LESSEE with employees).

3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SBVC has no owned autos, Code 8 (hired) and 9 (nonowned), with a limit no less than \$1,000,000 per accident for bodily injury and Project damage.

4. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the SBVC maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SBVC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SBVC, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SBVC’S insurance at (least as broad as ISO Form CG 20 10).

2. **Primary Coverage** – For any claims related to this contract, SBVC’S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the SBVC’S insurance and shall not contribute with it.

3. **Legal Liability Coverage** – The Project insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased Project.

4. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

5. Waiver of Subrogation Rights – SBVC hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SBVC may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SBVC agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

6. Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require SBVC to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. Acceptability of Insurers – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

8. Verification of Coverage – SBVC shall furnish the COUNTY with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the SBVC'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement, and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

10. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limit must be made by amendment to this Agreement. SBVC agrees to execute any such amendment within thirty (30) calendar days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

22. **NONDISCRIMINATION:** SBVC shall comply with COUNTY laws, 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, therefore, upon written notice to SBVC. SBVC shall comply with applicable laws, rules, and regulations regarding nondiscrimination.

23. **ENVIRONMENTAL IMPAIRMENT:** SBVC shall comply with all applicable laws, regulations, rules, and orders regardless of when they became or become effective, including, without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site or Project due to SBVC'S use and occupancy after SBVC'S access to the Project, SBVC shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction, therefore. SBVC shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of SBVC'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to SBVC'S use and occupancy, and regardless of whether such liability, cost or expense arises during or after the term of this Agreement and provided, such indemnity shall not apply to any such events that pre-existed the Agreement or that are due to the COUNTY'S sole negligence or willful misconduct.

24. **TOXICS:** SBVC shall not manufacture or generate hazardous wastes on or in the Site or Project unless specifically authorized by this Agreement. SBVC shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by SBVC, its agents, employees, or designees on or in the Site or Project for the term of this Agreement 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, substances, or materials. SBVC shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

25. **COMPLIANCE WITH THE LAW:** SBVC shall comply with all applicable laws, rules, and regulations affecting the Site or Project now or hereafter in effect.

26. **TAXES AND ASSESSMENTS:** SBVC shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, which, due to SBVC'S Project, may be levied upon said Site and/or Project during the term of this Agreement.

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

COUNTY: County of Santa Barbara
General Services Department
Real Property Division
260 N. San Antonio Road, 2nd Floor
Santa Barbara, CA 93110
(805) 568-3070

SBVC: Santa Barbara Volleyball Club
800 Miramonte Drive, Suite 100
Santa Barbara, CA 93109
(805) 708-9291
Attn: Matt Riley, Executive Director

With copy to: Santa Barbara Volleyball Club
4550 Hollister Avenue,
Goleta, CA 93110
(805) 708-9291
Attn: Matt Riley, Executive Director

or to the parties 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, reliable overnight courier, 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.

28. **DEFAULT:** Except as otherwise required herein, should SBVC at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give written notice to SBVC specifying the particulars of the default, and SBVC shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such written notice, this Agreement shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case SBVC shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

29. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach, including but not limited to the following:

A. The non-defaulting party may waive the default or breach in accordance with Section 30, WAIVER, herein below.

B. The non-defaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach to be assessed at the fair market value of the loss from the date of the breach in the event of a default.

C. Where SBVC is the non-defaulting party, SBVC may terminate the Agreement and surrender use of the Project.

D. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement following written notice to SBVC and SBVC'S failure to cure such breach within thirty (30) calendar days of receipt of such notice, and SBVC shall vacate within ninety (90) calendar days of written notice from COUNTY.

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

31. **AMENDMENTS:** This Agreement may only be amended by the written consent of the parties, and such changes shall be binding upon the heirs or successors of the parties. Amendments to this Agreement that are consistent with Section 4, PURPOSE AND USE, may be executed by the Director.

32. **TERMINATION:** This Agreement shall, or may at COUNTY'S option, terminate, and all rights of SBVC shall cease, and SBVC shall quietly and peacefully deliver to COUNTY, possession and interest in the Project:

A. Upon expiration of the Agreement as provided in Section 6, TERM;

B. Upon abandonment of the Site and Project as provided in Section 13, ABANDONMENT OF THE SITE and/or PROJECT;

C. Upon the failure of SBVC to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 28, DEFAULT; or

D. As provided in Section 34, DESTRUCTION.

In accordance with Section 12, TITLE, upon expiration or early termination of this Agreement, SBVC shall remove the improvements and restore the Project to its original condition at its sole cost and expense upon providing 60 calendar days' written notice to COUNTY. However, COUNTY may waive SBVC'S obligation to remove the Project, which waiver shall be in writing. In the event that COUNTY waives SBVC'S obligation to remove and elects to take title and ownership of the Project, SBVC shall execute whatever documents are reasonably requested by COUNTY to facilitate, acknowledge, and evidence the release of all interest in the Project and the passing of title thereto from SBVC to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and title.

33. **SURRENDER OF PREMISES:** At expiration or termination of this Agreement, SBVC shall vacate and surrender possession of, and any claim to, the Site. Then, upon completion of said removal Project, SBVC shall provide the COUNTY with written notice that said Project has been removed and the Site has been restored to its pre-Agreement condition as near as is practicable.

34. **DESTRUCTION:** If the Project is partially or totally destroyed by fire or other casualty, this Agreement, at the option of SBVC, shall terminate. If SBVC chooses to terminate the Agreement, then SBVC, at COUNTY'S option, shall remove all Project structures and equipment from the Site and return the Site to raw land with improved utilities.

35. **HOLDING OVER:** Should SBVC occupy the Site after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, express or implied, such possession shall be construed to be a tenancy from month to month.

36. **AGENCY DISCLOSURE:** SBVC acknowledges that the General Services Department, Real Project Division of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for SBVC nor a dual agent in this transaction.

37. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

38. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

39. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and SBVC to its terms and conditions or to carry out duties contemplated herein.

40. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

41. **CONSTRUCTION:** The parties have negotiated the terms of this Agreement. They consulted an attorney when they felt the need. The terms of this Agreement reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

42. **ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize electronically transmitted documents that include signatures, such documents shall be accepted as if they bore original signatures.

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

///

//

/

Project: Santa Barbara Volleyball Club
4550 Hollister Avenue, Goleta
APN: 061-040-050 (portion)
Folio: 004135
Agent: DH

IN WITNESS WHEREOF, COUNTY and SBVC have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY ("Effective Date").

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA

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

By: Laura Capps
Laura Capps, Chair
Board of Supervisors

Date: 12-16-25

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

Signed by:

Taylor Sprague
Deputy County Counsel

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

DocuSigned by:

Greg Milligan
Greg Milligan, Risk Manager

APPROVED AS TO ACCOUNTING
FORM:
BETSY M. SCHAFFER, C.P.A
AUDITOR-CONTROLLER

DocuSigned by:

Betsy Schaffer
Deputy Auditor-Controller

Santa Barbara Volleyball Club (SBVC)
a California non-profit corporation, 501(3)(C)

Signed by:

Matthew Riley
Matthew Riley, Executive Director

EXHIBIT C-1



SBVC GYMNASIUM
4540 HOLLISTER AVE, SANTA BARBARA, CA 93110 (APN# 061-040-048)

SITE SUMMARY

PUBLIC INFORMATION
PROJECT ADDRESS: 4540 HOLLISTER AVE, SANTA BARBARA, CA 93110
PROJECT DATE: 09/24/2024 10:30 AM
PROJECT NUMBER: SBVC-GYMNASIUM-001
DRAWING NUMBER: 001-01-01-01
DRAWING TITLE: PRELIMINARY LAYOUT DESIGN
DRAWING DATE: 09/24/2024
DRAWING TIME: 10:30 AM
DRAWING BY: J. SMITH
DRAWING CHECKED BY: M. JONES
DRAWING APPROVED BY: K. BROWN
DRAWING SCALE: AS SHOWN
DRAWING SHEET: 01 OF 01
DRAWING STATUS: PRELIMINARY

BUILDING SUMMARY

GENERAL BUILDING INFORMATION
BUILDING TYPE: GYMNASIUM
BUILDING CODE: IBC 2021
FLOOR FINISH: POLISHED CONCRETE
FLOOR JOIST: 2x12
FLOOR TRUSS: 2x12
FLOOR BEAM: 12x18
FLOOR COLUMN: 18x18
FLOOR WALL: 12x12
FLOOR ROOF: 12x12
FLOOR FLOOR FINISH: POLISHED CONCRETE
FLOOR FLOOR JOIST: 2x12
FLOOR FLOOR TRUSS: 2x12
FLOOR FLOOR BEAM: 12x18
FLOOR FLOOR COLUMN: 18x18
FLOOR FLOOR WALL: 12x12
FLOOR FLOOR ROOF: 12x12

PARKING DATA

OFF STREET PARKING REQUIREMENTS
MINIMUM PARKING: 100 SPACES
MINIMUM TRUCK PARKING: 10 SPACES
MINIMUM BIKE PARKING: 10 SPACES
MINIMUM MOTORCYCLE PARKING: 10 SPACES
MINIMUM ACCESSIBLE PARKING: 5 SPACES
MINIMUM VISITOR PARKING: 10 SPACES
MINIMUM DELIVERER PARKING: 10 SPACES
MINIMUM SERVICE PARKING: 10 SPACES
MINIMUM MAINTENANCE PARKING: 10 SPACES
MINIMUM STORAGE PARKING: 10 SPACES
MINIMUM SECURITY PARKING: 10 SPACES
MINIMUM OTHER PARKING: 10 SPACES

PROJECT DESCRIPTION

This project is a new construction of a gymnasium building located at 4540 Hollister Ave, Santa Barbara, CA 93110. The building is a single-story structure with a total area of approximately 100,000 square feet. The building will be used for various sports and fitness activities. The project is currently in the preliminary design phase.

VICINITY MAP



SHEET INDEX

NO.	DESCRIPTION	DATE
01	PRELIMINARY LAYOUT DESIGN	09/24/2024
02	FOUNDATION PLAN	09/24/2024
03	FLOOR PLAN	09/24/2024
04	ELEVATION	09/24/2024
05	SECTION	09/24/2024
06	DETAIL	09/24/2024
07	MECHANICAL	09/24/2024
08	ELECTRICAL	09/24/2024
09	PLUMBING	09/24/2024
10	LANDSCAPE PLAN	09/24/2024

PROJECT DATA

PROJECT INFORMATION
PROJECT NAME: SBVC GYMNASIUM
PROJECT ADDRESS: 4540 HOLLISTER AVE, SANTA BARBARA, CA 93110
PROJECT PHONE: (805) 561-1234
PROJECT FAX: (805) 561-1234
PROJECT EMAIL: info@sbvc.edu
PROJECT WEBSITE: www.sbvc.edu
PROJECT CONTACT: J. SMITH
PROJECT CONTACT PHONE: (805) 561-1234
PROJECT CONTACT EMAIL: j.smith@sbvc.edu
PROJECT CONTACT WEBSITE: www.sbvc.edu

H2P
DESIGN GROUP
ARCHITECT
ENGINEER
PLANNING
LANDSCAPE ARCHITECT

ALVIN BONDY, P.E.
ALVIN BONDY, P.E.
ALVIN BONDY, P.E.



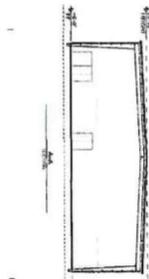
NEW CONSTRUCTION FOR
SBVC GYMNASIUM
4540 HOLLISTER AVE, SANTA BARBARA, CA 93110 (APN# 061-040-048)

TITLE SHEET

DATE: 09/24/2024
DRAWN BY: J. SMITH
CHECKED BY: M. JONES
APPROVED BY: K. BROWN

DP1

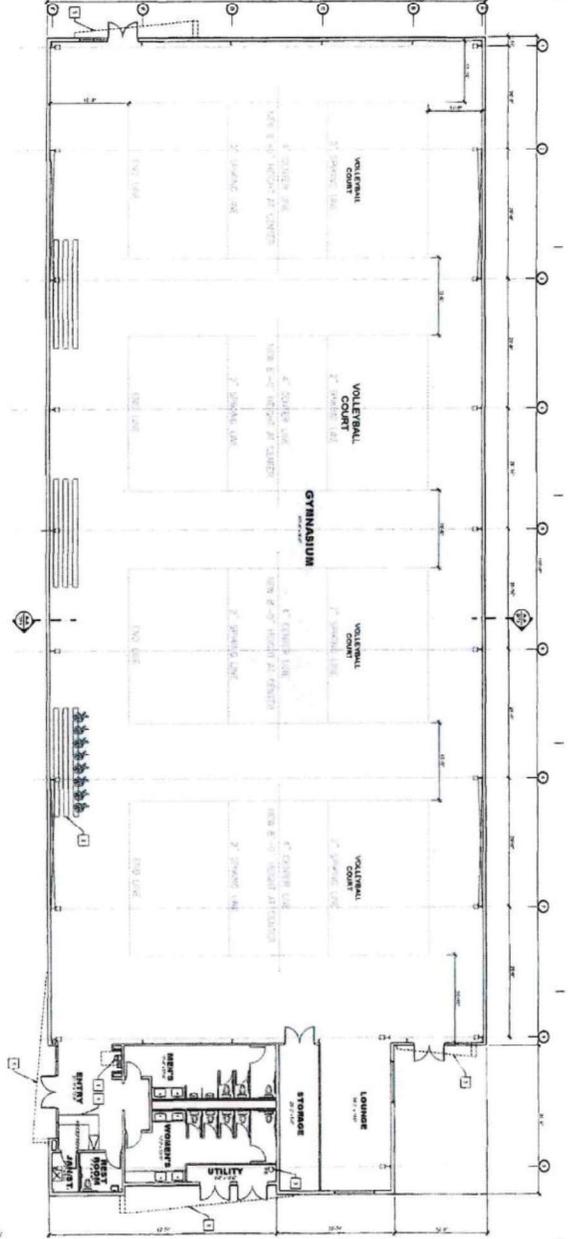
EXHIBIT C-3



DP3

DATE: 12/15/2011
 TIME: 10:00 AM
 PROJECT: SBVC GYMNASIUM
 DRAWING: SCHEMATIC FLOOR PLAN

FLOOR PLAN



REFERENCE NOTES

- 1. SEE PLAN NOTES
- 2. SEE SPECIFICATIONS
- 3. SEE GENERAL NOTES
- 4. SEE SCHEDULES
- 5. SEE FINISHES
- 6. SEE ELEVATIONS
- 7. SEE SECTIONS
- 8. SEE DETAILS
- 9. SEE MECHANICAL
- 10. SEE ELECTRICAL
- 11. SEE PLUMBING
- 12. SEE FIRE PROTECTION
- 13. SEE STRUCTURE
- 14. SEE GEOTECHNICAL
- 15. SEE LANDSCAPE ARCHITECTURE
- 16. SEE TRAFFIC ENGINEERING
- 17. SEE ENVIRONMENTAL ENGINEERING
- 18. SEE HISTORIC PRESERVATION
- 19. SEE ARCHITECTURAL RECORDS
- 20. SEE PREVIOUS EDITIONS

NEW CONSTRUCTION FOR
SBVC GYMNASIUM
 1541 HOLLISTER AVE. SANTA BARBARA, CA 93101 (PH) 805-963-4848

SCHEMATIC FLOOR PLAN



