

Project: First Amendment to 2007 Lease  
Agreement for VA Clinic  
A.P.N.: 59-140-24 (Portion)  
Folio No.: 003527

**FIRST AMENDMENT  
to 2007 LEASE AGREEMENT  
(SUPPLEMENTAL LEASE AGREEMENT NO. P00003)**

**THIS FIRST AMENDMENT to 2007 LEASE AGREEMENT** (hereinafter "First Amendment") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "LESSOR"), and the United State of America, (hereinafter "GOVERNMENT"), in regard to the Lease Agreement between LESSOR and GOVERNMENT that became effective October 1, 2007 (hereinafter "Lease", or "Lease No. VA-262-R-0115"), and incorporates the provisions of the **SUPPLEMENTAL LEASE AGREEMENT NO. P00003**, included herein.

**WHEREAS**, LESSOR is the owner of the real property and building located at 4440 Calle Real, in the unincorporated area of Santa Barbara; and

**WHEREAS**, GOVERNMENT has been leasing an approximately 6,700 square foot portion of the building (hereinafter "Clinic"), pursuant to the Lease, for the purpose of maintaining a Veterans Administration outpatient clinic providing certain medical services to Veterans; and

**WHEREAS**, the Lease provided GOVERNMENT an initial term of five years, from October 1, 2007, through September 30, 2012, with three five-year renewal options, each subject to approval by LESSOR, with an annual rental increase of three percent for each year of the renewal periods; and

**WHEREAS**, GOVERNMENT has requested to renew the Lease for the initial five-year option period from October 1, 2012, through September 30, 2017; delete the two subsequent renewal options that would extend the term of the Lease beyond September 30, 2017, as inconsistent with the authority of GOVERNMENT'S local Contracting Officer; and adjust the automatic three percent annual rental increase for the final four years of this five-year renewal period, in light of current market conditions; and

**WHEREAS**, LESSOR hereby agrees to extend the Lease through September 30, 2017, at a base monthly rental rate of \$22,291.57, which includes the initial three percent annual rental increase beginning October 1, 2012; delete the two remaining renewal options from the Lease; and reduce the annual rental increase for each subsequent year of the five-year renewal term from three percent (3%) to one and one-half percent (1.5%); according to the terms and conditions of the Supplemental Lease Agreement No. P00003, included herein.

**NOW, THEREFORE**, in consideration of the promises, covenants and conditions herein contained, LESSOR and GOVERNMENT agree as follows:

*original*

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. P00003

TO LEASE NO.

VA262-R-0115

**SUPPLEMENTAL LEASE AGREEMENT**

ADDRESS OF PREMISES Santa Barbara Community Based Outpatient Clinic  
4440 Calle Real  
Santa Barbara CA 93110

THIS AGREEMENT, made and entered into this date by and between

SANTA BARBARA COUNTY OF

whose address is

1105 SANTA BARBARA ST 2ND FL EAST WING CT HOUSE

SANTA BARBARA CA 931012007

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 10-01-2012, as follows:

\*\*\*See Attachment No.: 1\*\*\*

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY See attached COUNTY SIGNATURE PAGE

(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

  
(Signature)

Sun Han, Contracting Officer  
(Official Title)

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A.P.N.: 59-140-24 (Portion)  
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**COUNTY SIGNATURE PAGE**

“LESSEE”  
COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

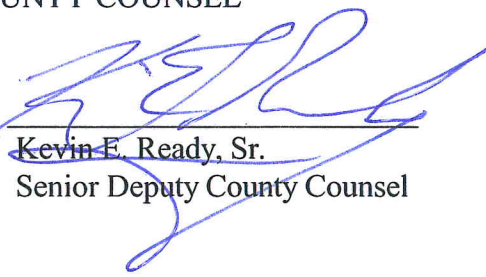
By: \_\_\_\_\_  
Doreen Farr, Chair  
Board of Supervisors

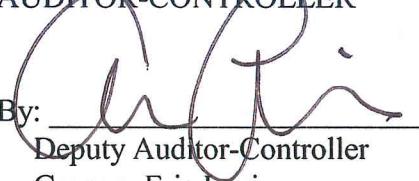
By: \_\_\_\_\_  
Deputy Clerk

Date \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

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

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

By:   
Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

APPROVED:

APPROVED:

By:   
Ronn Carlentine  
Real Property Manager

By:   
Ray Aromatorio, ARM, AIC  
Risk Manager

**ATTACHMENT NO.: 1  
TO  
LEASE NO.: VA-262-R-0115  
SUPPLEMENTAL LEASE AGREEMENT NO.: P00003**

This Supplemental Lease Agreement (SLA No.: P00003) amends, modifies, and supplements that certain U.S. Government Lease for Real Property dated September 18<sup>th</sup>, 2007, Lease No. VA-262-R-0115, Standard Form 2 ("Lease").

Lessor and Government agree to amend the Lease as described below.

**AMENDMENT.** The Lease No. VA-262-R-0115 will now be referred as VA262-R-0115. The Lease is hereby modified in the following particulars only:

- a. Section 4 of the Lease is hereby deleted and replaced in its entirety as follows:

**RENEWAL OPTION** – The Lease may be renewed by the Government, subject to Lessor's approval provided that notice be given in writing to Lessor at least 365 days in advance before the end of base term.

Base Term: October 1<sup>st</sup>, 2007 through September 30<sup>th</sup>, 2012  
Option I: October 1<sup>st</sup>, 2012 through September 30<sup>th</sup>, 2017

*Rent Schedule				
Option I	RSF	Rate/RSF	Monthly	Annually
Year 6: October 1, 2012 - September 30, 2013	6,700	3.3271	\$22,291.57	\$267,498.84
Year 7: October 1, 2013 - September 30, 2014	6,700	3.3770	\$22,625.90	\$271,510.80
Year 8: October 1, 2014 - September 30, 2015	6,700	3.4277	\$22,965.59	\$275,587.08
Year 9: October 1, 2015 - September 30, 2016	6,700	3.4791	\$23,309.97	\$279,719.64
Year 10: October 1, 2016 - September 30, 2017	6,700	3.5313	\$23,659.71	\$283,916.52

\*Rent schedule for Option I reflects an increase of 3% in Year 6, and increase of 1.5% in Year 7 through Year 10.

Lessor shall provide new paint every five years for the leased areas at Lessor's sole expenses within 30 days from the effective date of the Renewal Period, which include moving and returning of all furniture and equipment. Lessor shall assess carpet condition every five years and replace any damaged areas as determined necessary by Lessor.

Rent for a lesser period shall be prorated based on a 30 calendar day per month. No other lease payment increases, adjustments, or any other payments shall be made. Rent shall be directly deposited via electronic funds transfer into an account designated by the Lessor.

Lessor RC Government SH