

92-003708 | Total .00

Recorded  
Official Records  
County of  
Santa Barbara  
Kenneth A Pettit  
Recorder

12/20/91

Recording requested by and  
then recorded return to

NO FEE PER  
GOV. CODE 6103

11:28am 21-Jan-92

PUBL BC 7

CLERK OF THE BOARD

Guendeliza N. Hall AMENDMENT OF LEASE AGREEMENT

THIS AMENDMENT OF LEASE AGREEMENT is made by and between the

NO TAX DUE

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

SANTA BARBARA COMMUNITY HOUSING CORPORATION, a  
nonprofit California corporation, hereinafter referred  
to as "LESSEE";

with reference to the following:

WHEREAS, the parties have entered into and executed a  
Lease Agreement dated December 5, 1989, in order to meet  
requirements of the State of California for demonstrated site  
control pursuant to the regulations of the Permanent Housing for  
Handicapped Program (hereinafter referred to as "PHH") and the  
Special User Housing Rehabilitation Program (hereinafter referred  
to as "SUHRP"); and

WHEREAS, the parties mutually agree and desire to amend  
the Lease Agreement; and

WHEREAS, the parties mutually agree and desire that all  
other terms and conditions of the Lease Agreement shall remain in  
full force and effect;

NOW, THEREFORE, in consideration of the premises, and  
promises, covenants and conditions herein contained, COUNTY and  
LESSEE agree to amend the Lease Agreement dated December 5, 1989,  
as follows:

1. Paragraph "3. TERM" is amended in its entirety to read as  
follows:

The term of this lease shall be for thirty-three (33) years,  
commencing on December 1, 1989, and ending at midnight November  
30, 2022, unless sooner terminated pursuant to the provisions of  
this Lease. However, the commencement of this lease is expressly  
conditioned upon LESSEE obtaining written approval from relevant  
federal and state agencies of all loan documents necessary to  
finance the rehabilitation of the leased Premises by midnight,  
December 31, 1991. In the event LESSEE is unable to obtain such  
written approval by midnight, December 31, 1991, this Lease shall  
automatically terminate and be of no further force or effect.

2. Paragraph "4. RENTAL" is amended in its entirety to read as  
follows:

The consideration for the Lease of the premises occupied by  
LESSEE shall be the continuous provision of residential service  
for twelve (12) homeless mentally ill persons; the rehabilitation  
of the premises as provided herein; the performance of the  
obligations of LESSEE under this Lease Agreement; and the nominal

payment, in arrears, of the sum of one dollar (\$1.00) per year during the entire term hereof.

LESSEE shall complete the rehabilitation of the premises substantially to the configuration depicted on the attached Exhibits; to the standards required for a licensed adult care facility, under the provisions of the PHH and SUHRP Programs; in accordance with the plans, specifications and provisions approved by the COUNTY Public Works Department; and according to a budget approved by COUNTY.

The rehabilitation construction contract shall not be executed and the work shall not commence until approval by the COUNTY Mental Health Services Director, or his or her designee, of all final loan documents, and all of the terms, conditions, and reservations for the funds used to renovate the premises. Such rehabilitation work shall commence within ninety (90) days of the date of execution of said loan documents by LESSEE, and shall be completed within one hundred-eighty (180) days of the date of execution of the Notice to Proceed to the selected contractor. There shall be included in any contracts for the construction or rehabilitation of such facilities a penalty of not less than forty dollars (\$40.00) per day for each day that the work is not completed beyond the completion date specified in the construction contract between the LESSEE and the selected contractor. All collected penalties shall be used by COUNTY to fund mental health treatment programs to be operated within the leased premises.

LESSEE shall sublease to COUNTY or to a licensed mental health services provider contracted to COUNTY, at the sole option of COUNTY, so that the premises shall be available for use by COUNTY or a COUNTY-approved contractor or sublessee throughout the term of this Lease. LESSEE shall honor and cooperate with the COUNTY selection process for a licensed mental health services provider. LESSEE shall charge nothing for such sublease to the COUNTY or to a COUNTY-approved contractor, except as provided herein.

LESSEE shall submit to the COUNTY annual financial reports of the transactions of the corporation during the term of this Lease Agreement.

3. Paragraph "11. NON-ASSIGNABILITY" is amended in its entirety to read as follows:

This Lease is not transferable or assignable by LESSEE except to a nonprofit organization qualifying under the PHH and SUHRP Programs. Excepting the provisions of paragraph 7(c)(9) herein, this Lease is not transferable or assignable without the express prior written consent of the Board of Supervisors of the County of Santa Barbara. Any assignment or subletting done without such consent shall be void and shall, at the option of the COUNTY, terminate this Lease.

4. Paragraph "5. ADVANCE OF PRECONSTRUCTION COSTS", second full sentence only beginning with "Upon close of escrow" is amended as follows:

Upon close of escrow, the repayment of these funds shall be

used by the COUNTY to establish and maintain a security fund and guarantee for the repayment, as necessary, of HCD's loan to lessee for rehabilitation costs. Such funds, up to a maximum of \$50,000.00 (fifty-thousand dollars), plus all accrued interest, shall be the maximum obligation of the COUNTY for the repayment of HCD's loan for rehabilitation costs pursuant to this paragraph which shall be payable to HCD in the event of default of lessee's loan from HCD.

5. Paragraph "26. TERMINATION, Section (c)," is hereby amended in its entirety to read as follows:

at an earlier date upon and after written notice of termination by the COUNTY by reason of the failure to have adult residential services provided upon the premises in compliance with this Agreement and in conformity with all regulations and provisions applicable to such services under the California Administrative Code, as amended from time to time.

//

//

//

//

//

//

//

//

IN WITNESS WHEREOF, this AMENDMENT is executed at Santa Barbara, California, on November 5, 1991.

SANTA BARBARA COMMUNITY HOUSING CORPORATION

By Nancy Cook

ATTEST:

ZANDRA CHOLMONDELEY  
CLERK OF THE BOARD

By Zandra Cholmondeley  
Deputy Clerk

COUNTY OF SANTA BARBARA

By E. Diane Owens  
CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

DAVID NAWI  
COUNTY COUNSEL

By D.P. McDermott  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, C.P.A.  
AUDITOR-CONTROLLER

By R.W. Geis

APPROVED AS TO FORM:

CHARLES MITCHELL  
RISK MANAGEMENT

By Charles A. Mitchell

ACKNOWLEDGMENT OF SIGNATURE

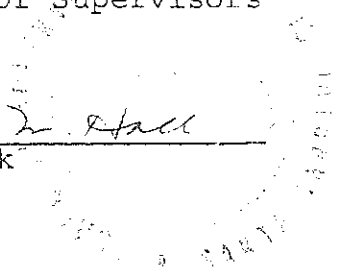
STATE OF CALIFORNIA        )  
                                  ) ss.  
COUNTY OF SANTA BARBARA )

On November 5, 1991, before me, the undersigned, a Deputy Clerk in and for said County and State, personally appeared E. Dianne Owens, personally known to me to be the Chair of the Santa Barbara County Board of Supervisors, State of California, and that she acknowledged to me that she executed the foregoing Amendment of Lease Agreement on behalf of the County of Santa Barbara.

Witness my hand and official seal this 20<sup>th</sup> day of December, 1991.

ZANDRA CHOLMONDELEY  
Clerk of the Board of Supervisors

By *Gwendolyn R. Hall*  
Deputy Clerk



STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

)  
) ss.  
)

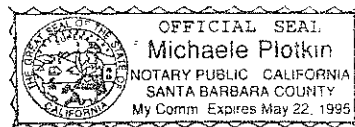
on December 20, 1991 before me, Michael Plotkin,  
personally appeared Nancy Cook,

\_\_\_\_\_ personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s) or the entity upon behalf of which the person(s)  
acted, executed the instrument.

*Attached to lease agreement  
amendment between County of  
Santa Barbara & Santa Barbara Community  
Housing Corp.*

WITNESS my hand and official seal.

Signature Michael Plotkin



(this area for official notarial seal)

Exhibit A  
Legal Description

The land referred to is situated in the State of California, County of Santa Barbara and is known as 4570 Calle Real, Santa Barbara, CA located on the the following described property:

That portion of Lots 8 and 9 of the Santa Barbara Outside Pueblo Lands, according to the map thereof filed in Book 5, Page 75 of Maps and Surveys, in the office of the County Recorder of Santa Barbara County, lying Northerly of the Northerly line of the property conveyed to the State of California by deed recorded March 24, 1959 as Instrument No. 8997, in Book 1608, Page 176 of Official Records, and Relinquishment of Highway Right of Way (Calle Real) to the County of Santa Barbara, recorded November 2, 1967 as Instrument No. 32139, in Book 2210, Page 653 of Official Records; lying Westerly of the Westerly line of Camino Del Remedio, as dedicated to the County of Santa Barbara by Resolution of the Board of Supervisors recorded August 27, 1986 as Instrument No. 86-054438 of Official Records; and lying Southerly of the Southerly line of Tentative Tract Map No. 13,557 (Priority Homes Oak Grove Condominiums).