

Project: Cloud Seeding Lease at  
Reagan's Ranch  
A.P.N.: 081-040-042  
Folio No.: 003568  
Agent: HCH

**FIRST AMENDMENT TO  
LEASE AGREEMENT FOR MONITORING AND GENERATOR STATION**

**THIS FIRST AMENDMENT TO THE LEASE AGREEMENT** is made by and between

YOUNG AMERICA'S FOUNDATION, INC., a non-profit  
corporation, hereinafter referred to as "OWNER,"

and

THE SANTA BARBARA COUNTY WATER AGENCY, a  
special district, hereinafter referred to as "DISTRICT,"

with reference to the following:

**WHEREAS**, OWNER and DISTRICT executed a Lease Agreement for Monitoring and Generator Station dated October 8, 2002, (hereinafter "Agreement") for DISTRICT'S use of an approximately 40' by 50' area of property located at 2383 Refugio Road, Goleta, California, and also known as County Assessor's Parcel Number 081-040-042, for a meteorological monitoring and cloud seeding station; and

**WHEREAS**, OWNER and DISTRICT executed an Extension and Renewal of Lease Agreement as of September 27, 2007, (hereinafter "Extension") to extend the lease term from November 1, 2007, to October 31, 2008; and

**WHEREAS**, the parties wish to execute this First Amendment to Lease Agreement for Monitoring and Generator Station (hereinafter "First Amendment") for the purpose of providing for annual extensions of the Agreement.

**NOW THEREFORE**, OWNER and DISTRICT hereby agree as follows:

1.) Section 2 of the Agreement shall hereby be replaced with the following clause:

The term of this Agreement shall be for one (1) year from November 1, 2008, to and including October 31, 2009 (the "Initial Term"). DISTRICT shall have the right to terminate this Agreement upon thirty (30) days prior written notice in the event DISTRICT in its sole discretion no longer needs the Premises for operation of the Meteorological Equipment. In the event this Agreement is terminated, the liability of the parties hereunder shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.



In the event this Agreement has not been terminated and DISTRICT is in good standing at the end of the Initial Term, the Agreement may be extended for five (5) additional terms of one (1) year each (each hereinafter an "Extension Term") upon mutual written agreement between DISTRICT and OWNER. DISTRICT, through the Director of the Public Works Department, or designee, shall request all extensions in writing at least one hundred and twenty (120) days prior to the expiration of the then-current term. At least ninety (90) days prior to the expiration of the then-current term, OWNER shall provide written notice to DISTRICT as to whether OWNER agrees to such an Extension Term.

Extension Terms shall be as follows:

- Extension Term One: November 1, 2009, to October 31, 2010
- Extension Term Two: November 1, 2010, to October 31, 2011
- Extension Term Three: November 1, 2011, to October 31, 2012
- Extension Term Four: November 1, 2012, to October 31, 2013
- Extension Term Five: November 1, 2013, to October 31, 2014.

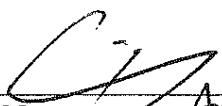
In the absence of mutual written agreement to an Extension Term, any holdover occupancy by DISTRICT shall be deemed to be only on a month-to-month basis.

2.) It is expressly understood that in all other respects, the terms and conditions of the original Agreement, as amended herein, shall remain in full force and effect.

**IN WITNESS WHEREOF**, OWNER and DISTRICT have executed this First Amendment to be effective on the date executed by DISTRICT.

OWNER:  
YOUNG AMERICA'S FOUNDATION, INC.

DISTRICT:  
See Attached Signature Page

By:   
 Print Name: Andrew Coffin  
 Title: Director of the Reagan Ranch

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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Folio No.: 003568  
Agent: HCH

**DISTRICT SIGNATURE PAGE**

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this First Amendment to be effective on the date executed by DISTRICT.

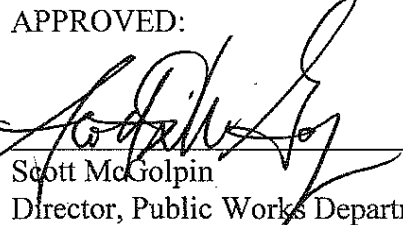
"DISTRICT"  
SANTA BARBARA COUNTY WATER AGENCY

ATTEST:  
MICHAEL F. BROWN,  
CLERK OF THE BOARD and  
Ex Officio Clerk of the Board of  
Directors of the Santa Barbara  
County Water Agency

By: \_\_\_\_\_  
Salud Carbajal, Chair  
Board of Directors  
Santa Barbara County Water Agency

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


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

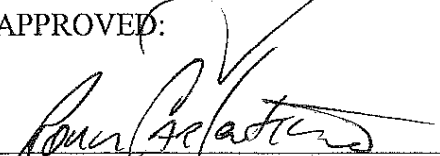
APPROVED:  
  
\_\_\_\_\_  
Scott McGolpin  
Director, Public Works Department

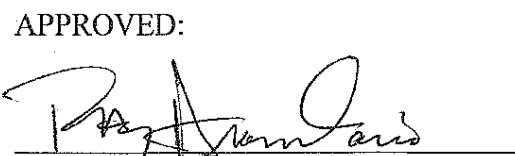
APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

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

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

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

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

Project: Cloud Seeding Lease at  
Gibraltar Peak  
A.P.N.: 153-280-021  
Folio No.: 003569  
Agent: HCH

**FIRST AMENDMENT TO  
SITE USE AGREEMENT NO. 5015 (GIBRALTAR PEAK)**

**THIS FIRST AMENDMENT TO THE SITE USE AGREEMENT** is made by and between

COMMUNITY RADIO, INC., a California  
corporation, hereinafter referred to as "LESSOR,"

and

THE SANTA BARBARA COUNTY WATER AGENCY, a  
special district, hereinafter referred to as "LESSEE,"

with reference to the following:

**WHEREAS**, LESSOR and LESSEE executed Site Use Agreement No. 5015 (Gibraltar Peak) as of November 1, 2004, (hereinafter "Agreement") for LESSEE'S use of a meteorological monitoring and cloud seeding station at on Gibraltar Peak at 3035 Gibraltar Road, Santa Barbara, California (also known as County Assessor's Parcel Number 153-280-021); and

**WHEREAS**, LESSOR and LESSEE executed an Extension and Renewal of Lease Agreement as of September 27, 2007, (hereinafter "Extension") to extend the lease term from November 1, 2007, to October 31, 2008; and

**WHEREAS**, the parties wish to execute this First Amendment to Site Use Agreement No. 5015 (hereinafter "First Amendment") for the purpose of providing for annual extensions of the Agreement.

**NOW THEREFORE**, LESSOR and LESSEE hereby agree as follows:

1.) Section 4 of the Agreement shall hereby be replaced with the following terms:

**Term:** One (1) year, commencing on November 1, 2008, and terminating October 31, 2009.


In the event this Agreement has not been terminated and LESSEE is in good standing at the end of said term, LESSOR and LESSEE may mutually agree in writing to extend the duration of the Agreement, under substantially the same terms, for one (1) year at a time. LESSEE, through the Director of the Public Works Department, or designee, shall request all extensions in writing at least one hundred and twenty (120) days prior to the expiration of the then-current one (1) year term. At least ninety (90) days prior to the expiration of the then-current term, LESSOR shall provide written notice to LESSEE as to whether LESSOR agrees to such an extension.

2.) It is expressly understood that in all other respects, the terms and conditions of the original Agreement, as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this First Amendment to be effective on the date executed by LESSEE.

LESSOR:  
COMMUNITY RADIO, INC.

LESSEE:  
See Attached Signature Page

By:   
Print Name: James E. Evans  
Title: President

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Project: Cloud Seeding Lease at  
Gibraltar Peak  
A.P.N.: 153-280-021  
Folio No.: 003569  
Agent: HCH

**LESSEE SIGNATURE PAGE**

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this First Amendment to be effective on the date executed by LESSEE.

"LESSEE"  
SANTA BARBARA COUNTY WATER AGENCY

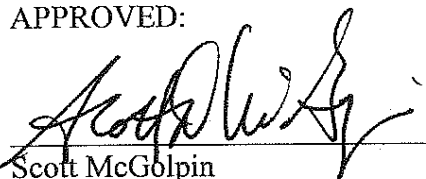
ATTEST:  
MICHAEL F. BROWN,  
CLERK OF THE BOARD and  
Ex Officio Clerk of the Board of  
Directors of the Santa Barbara  
County Water Agency

By: \_\_\_\_\_  
Salud Carbajal, Chair  
Board of Directors  
Santa Barbara County Water Agency

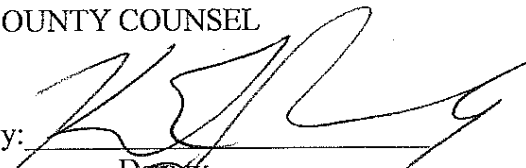
By: \_\_\_\_\_  
Deputy

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


APPROVED:

  
\_\_\_\_\_  
Scott McGolpin  
Director, Public Works Department


APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

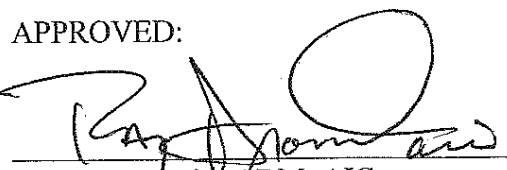
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

APPROVED:

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

APPROVED:

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

