

Project: Cloud Seeding Lease
A.P.N.: 113-190-001 (Portion)
Folio: R-298

LEASE AGREEMENT FOR MONITORING AND GENERATOR STATION

THIS LEASE AGREEMENT FOR MONITORING AND GENERATOR STATION (herein the "Agreement") is entered into by and between the SANTA BARBARA COUNTY WATER AGENCY, a special district located within the County of Santa Barbara, a political subdivision of the State of California (hereinafter the "AGENCY") and EARL J. DOLCINI, (hereinafter the "LESSOR").

with reference to the following:

Whereas, LESSOR is the owner of that certain real property in the unincorporated area of the County of Santa Barbara, California, more particularly described as Assessor Parcel Number 113-190-001 (hereinafter the "Property"); and

Whereas, the AGENCY wishes to place, operate and maintain a combination meteorological monitoring and cloud seeding generator station consisting of an instrument structure approximately three (3) feet wide by six (6) feet deep by twelve (12) feet high (herein the "Facility") on the Property; and

Whereas, LESSOR is willing to permit the above placement and use by AGENCY provided AGENCY protects LESSOR from liability, pays a reasonable rent for said placement, use and maintenance of the Facility and takes appropriate steps to prevent interference with LESSOR'S private use of his Property.

NOW, THEREFORE, it is mutually agreed as follows:

- 1) LESSOR grants AGENCY the right to install operate and maintain the Facility including the right to cross the Property to access the Facility. The Property and the approximate location of the Facility are shown on Exhibit "A" attached hereto and made a part hereof.
- 2) For and in consideration of the right to operate and maintain the Facility during the term of this Agreement, AGENCY shall pay to LESSOR the sum of One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) per year. Said payments shall be made in full and in advance of the renewal of the lease term of each year. If not already on file, or if current information is out of date LESSOR agrees to fill out and submit Substitute W-9 and Direct Deposit forms prior to payment. Rent for partial months of occupancy shall be prorated on the basis of a thirty (30) day month.
- 3) The term of this Agreement shall be one year commencing on November 1, 2013 and terminating October 31, 2014, unless extended as provided herein. AGENCY shall have the right to terminate this Agreement earlier in the event that funding available for payment of rent is curtailed, reduced or cancelled. In the event of such curtailment, reduction or cancellation and at the option of AGENCY, this Agreement shall terminate upon the expiration of thirty (30) days after the mailing of such notice by registered mail to LESSOR. 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.

4) Provided AGENCY is in compliance with all the terms and conditions of this Agreement, AGENCY is hereby granted five (5) options to renew this Agreement from and after the expiration of the original term, which options shall be for a period of one (1) year each. AGENCY through the Director of the Public Works Department (or designee), may exercise said option(s) to renew by providing written notice to LESSOR at least forty-five (45) days prior to the expiration of the then-current term (by September 16th of each year).

Extension Periods:

Extension One,	November 1, 2014 through October 31, 2015
Extension Two,	November 1, 2015 through October 31, 2016
Extension Three,	November 1, 2016 through October 31, 2017
Extension Four,	November 1, 2017 through October 31, 2018
Extension Five	November 1, 2018 through October 31, 2019

In the absence of a written extension, any holdover occupancy by AGENCY shall be deemed to be on a month to month basis.

5) AGENCY agrees to defend, indemnify and hold LESSOR harmless from any claims or damages resulting from AGENCY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the LESSOR'S negligence.

6) Upon expiration or earlier termination of this Agreement, AGENCY agrees to remove all improvements placed or caused to be placed on LESSOR'S property by AGENCY and shall cause the Facility site to be restored to its original condition so far as is reasonably practicable.

7) This Agreement shall continue to the benefit of and be binding upon the employees, agents, heirs, successors in interest, personal representatives and assigns of the parties.

8) Except where otherwise specifically provided herein or by written notice given by one party to the other, all notices under this Agreement and in connection herewith and all payments and statements shall be addressed and delivered as follows:

TO AGENCY:	County Of Santa Barbara Water Agency 130 East Victoria Street Santa Barbara, CA 93101
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TO LESSOR:	Mr. Earl Dolcini 1401 Marshall Road Petaluma, CA 94952
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9) This Agreement contains the entire agreement between the parties relating to the lease and use of the Property and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether expressed or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. No amendment,

supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties.

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LEASE AGREEMENT FOR MONITORING AND GENERATOR STATION

IN WITNESS WHEREOF, AGENCY and LESSOR have executed this Agreement to be effective on the date executed by COUNTY.

"AGENCY"
SANTA BARBARA COUNTY
WATER AGENCY



Salud Carbajal
Chair, Board of Directors

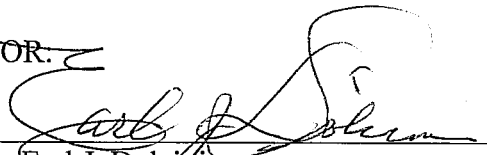
Date: 10-15-13

Deputy
CHANDRA L. WALLAR,
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of Directors of
the Santa Barbara County Water Agency

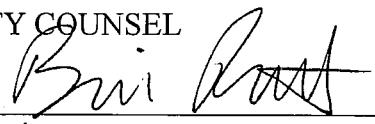
By: 

Russ Barker
Printed name of Deputy


LESSOR:

By: 
Earl J. Dolcini

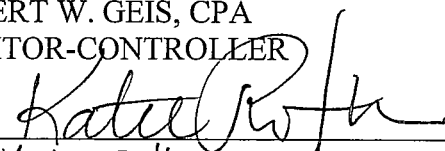
APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Brian Pettit
Deputy County Counsel

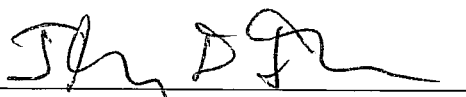
APPROVED AS TO INSURANCE FORM:
RISK PROGRAM ADMINISTRATOR

By: 
Ray Aromatorio

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

By: 
Katie Roth
Deputy Auditor Controller

APPROVED AS TO FORM:
DEPUTY DIRECTOR, PUBLIC WORKS

By: 
Tom Fayram

