

Project: CASA Lease of Modular
APN: 029-211-025 (Portion)
Folio: 003526
Agent: DG

LEASE AGREEMENT

THIS LEASE 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

COURT APPOINTED SPECIAL ADVOCATES
of SANTA BARBARA COUNTY,
A California non-profit corporation,
hereinafter referred to as "CASA";

with reference to the following:

WHEREAS, COUNTY is the fee owner of those certain real properties located at 118 East Figueroa Street (hereinafter "Figueroa Courthouse"), and 123 East Carrillo Street (hereinafter "Probation Building"), in the City of Santa Barbara, more particularly described as Santa Barbara County Assessor's Parcel numbers 029-211-002 and 029-211-025, respectively. Those properties, which are contiguous, are shown as the diagonally slashed areas of Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY has maintained a portable modular structure (hereinafter "Modular") located in an area consisting of a portion of each of the contiguous properties; and

WHEREAS, COUNTY anticipates the transfer of ownership of the Figueroa Courthouse property to the State of California pursuant to California Senate Bill 1732, and retention of ownership of the Probation Building and the Modular, with the State of California occupying that portion of the Modular located on the Figueroa Courthouse property and COUNTY retaining use of that portion of the Modular located on the Probation Building property; and

WHEREAS, CASA is a volunteer program that advocates for abused and neglected children in the juvenile court system; and

WHEREAS, California Government Code Section 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 provided funding in support of the CASA program, and has determined that the portion of the Modular situated on the Probation Building property (hereinafter

“Site”), identified as the cross hatched area of Exhibit “B”, attached hereto and incorporated herein by this reference, will not be needed for county purposes during the time of possession; and

WHEREAS, CASA desires to lease the Site for the purpose of providing its services to the County; and

WHEREAS, COUNTY desires to grant a Lease Agreement (hereinafter "Agreement") to CASA, free of charge, to allow CASA to improve and maintain that portion of the Modular on the Site, subject to the terms and conditions contained herein.

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 the COUNTY by the Director of COUNTY’S General Services Department, and for CASA by the Executive Director of CASA (hereinafter collectively referred to as the “Directors”), or designees.

2. **LEASED AREA:** For and in consideration of the covenants to be performed by CASA under this Agreement, COUNTY hereby leases to CASA and CASA hereby takes from COUNTY, the Site, consisting of approximately 1500 square feet, as shown and described on Exhibit B hereof, to be occupied by CASA.

3. **PARKING:** CASA shall not park any vehicles on the properties, but pedestrians may access the Site by crossing the Probation Building property. COUNTY shall not be responsible for maintaining access to the Site and shall not be liable to CASA for lack of such access, however, in the event that the Site becomes inaccessible as a result of natural causes, COUNTY shall, to the extent reasonably necessary, cooperate with CASA in restoring access in a timely fashion.

4. **PURPOSE AND USE:** CASA shall use the Site solely to maintain, repair, alter, replace and/or remove all or any portion of CASA’S portion of the Modular, and all other appurtenant equipment and operations approved by COUNTY which are incidental thereto and necessary to operate and maintain the Site; and to provide its services of advocating for abused and neglected children in the juvenile court system.

CASA’S use of the Site shall conform to the Contract Documents dated October 19, 2007, which are on file with the County Architect and by reference made a part hereof. For the purposes of this Agreement, the “Contract Documents” shall include, as applicable, complete construction plans and drawings, including, but not limited to architectural, structural, mechanical, plumbing, and electrical; and a construction schedule.

CASA shall not expand its use of the Site beyond the scope of said Contract Documents, nor use the Site for any other purposes without the express written consent of COUNTY.

In addition, CASA shall comply with all COUNTY security programs and policies regarding the Property.

After completion of all required permitting, construction shall begin promptly and shall be pursued expediently to completion. Copies of any required Land Use Permit(s) and/or Building Permit(s) shall be delivered to the County Architect and shall be archived with the Contract Documents.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle CASA to undertake alterations or improvements to the Modular or Site, nor additional future improvements, without complying with all permitting required by COUNTY in its governmental capacity.

5. **TERM:** The term of this Agreement shall commence upon COUNTY'S final execution of the Agreement, and shall continue for TEN (10) years, subject to such provisions for extension and termination as contained herein; so long as the Site is used only for CASA'S operations, and those operations are consistent with the purposes and uses set forth in this Agreement; subject to COUNTY'S right to remove the Modular and terminate this Agreement. In the event the Modular is removed or becomes uninhabitable, COUNTY and CASA will negotiate a ground lease to allow CASA to replace the existing Modular with a new modular, pre-fabricated structure, or similar replacement structure; to be placed at the same location or alternate location, to be determined by COUNTY. Any such ground lease will be subject to the same terms and conditions in regard to rent and maintenance as are contained in the Agreement; and shall also be subject to approval by COUNTY'S Board of Supervisors.

6. **EXTENSION OF AGREEMENT:** In the event this Agreement has not otherwise been terminated and CASA is in good standing at the end of the above-referenced term, such term may be extended for ONE (1) additional term of TEN (10) years upon mutual agreement of CASA and COUNTY. CASA shall request all extensions in writing at least sixty (60) days prior to the termination of the then-current term.

7. **RENT:** In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of CASA are a benefit to the community, and in consideration of CASA'S maintenance of the Site, there will be no base rent during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by CASA are no longer a benefit to the community, or, should the aforementioned Government Code Section be repealed or replaced such that CASA no longer qualifies for the rights granted hereunder, CASA shall pay fair market rent for the Site, or terminate this Agreement upon SIXTY (60) days written notice to COUNTY.

8. **SITE SUITABILITY:** CASA has investigated the Modular and Site and has determined that they are suitable for CASA'S intended operations, and CASA hereby accepts, by way of executing this Agreement, the Modular and Site, in its existing condition.

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

9. **PERMITS, CONSTRUCTION AND IMPROVEMENTS:** CASA shall, at its sole expense, improve, alter, and maintain the Site in accordance with the Contract Documents previously described herein. It is agreed that CASA shall submit schematic designs, design

development and final construction drawings to the County Architect for review prior to submission of same to any permitting agencies and that CASA shall make any changes to the above plans which may be requested by the County Architect. It is further agreed that CASA shall deliver a copy of the final version of the Contract Documents to the County Architect who will archive them.

CASA shall give COUNTY no less than ten (10) days written notice prior to the commencement of any work in, on, or about the Site and shall keep the Modular and Site free and clear of liens for labor and materials.

Any work done on or around the Site shall conform to the construction schedule, which is included in the Contract Documents, and incorporated herein by this reference. CASA shall, during all phases of construction, have a designated representative present on the Site to monitor construction and ensure compliance with the aforementioned construction schedule. In addition, COUNTY, through its General Services Department, may, at its option, have a designated representative on Site who, during all phases of construction, shall have the right to suspend and/or terminate any and all phases of such construction that do not comply with the Contract Documents and construction schedule. In the event COUNTY invokes this clause and halts construction, CASA shall be responsible to pay for any construction delays and/or delay claims.

After completion of all required permitting, construction shall begin promptly upon execution of this Agreement and shall be pursued expediently to completion. Copies of any required Land Use Permit(s) and/or Building Permit(s) shall be delivered to the County Architect and shall be archived with the Contract Documents.

In the event CASA wishes to alter or improve the Site in ways not anticipated by the Contract Documents, CASA shall obtain advance written approval from the County Architect, and shall comply with all requirements of the County Architect and all permits. .

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle CASA to undertake alterations or improvements to the Site, nor additional future improvements, without complying with all permitting required by COUNTY in its governmental capacity.

10. **TITLE:** During the term of this Agreement, title to the Site shall remain vested in COUNTY. CASA shall have no right to waste, destroy, demolish or remove the Site, except as provided in this Agreement.

11. **ABANDONMENT OF THE SITE:** CASA shall not abandon, vacate, surrender or assign use of the Site at any time during the term of this Agreement. If CASA does abandon, vacate, surrender or assign use of the Site, this Agreement and all of CASA'S rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to CASA. In the event of such termination, the Site and any personal property belonging to CASA and left on the Site more than thirty (30) days after the mailing of such termination letter shall be deemed abandoned at the option of COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to property left after the termination, or other expiration of this Agreement.

12. **NONINTERFERENCE:** CASA agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, invitees, agents and/or contractors, to use any portion of the, Site in any way which interferes with the Figueroa Courthouse or the Probation Building, or other tenants of COUNTY. Such interference shall be deemed a material breach, and CASA shall terminate said interference immediately upon notice from COUNTY. In the event CASA fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

13. **UTILITY CHARGES:** For so long as the Modular in operation, COUNTY shall provide utilities to CASA, subject to COUNTY'S right to reimbursement from CASA. In the event COUNTY chooses to request reimbursement from CASA, COUNTY shall give CASA thirty days notice of CASA'S proportionate share of utility charges for the Site. Upon such notice, CASA shall pay its proportionate share of utility charges, as such charges are reasonably established by COUNTY; in advance, on the first calendar day of each month thereafter.

14. **MAINTENANCE AND REPAIR:** During the term of this Agreement, including any extensions, CASA agrees to keep in good maintenance and repair, at its sole expense, the Site, including, but not limited to:

- A. The structural parts of the Site including the foundation, subflooring, bearing and exterior walls, roof framing subroofing and roof surfaces;
- B. The electrical conduits, conductors, ground equipment and all other associated devices;
- C. All mechanical equipment, as well as ancillary connections to the equipment, including but not limited to, electrical, gas, and water utility service, vents drains, ducting, and supporting structures; and
- D. All other unexposed electrical, plumbing and sewage systems serving the Site.

15. **REPLACEMENT OF MODULAR:** It is understood that the Modular will be occupied by COUNTY and the Administrative Office of the Courts of the State of California. The approximately 1500 square foot portion of the Modular leased to CASA is, and will be, owned by COUNTY. In the event the Modular is removed or becomes uninhabitable, COUNTY and CASA will negotiate a ground lease to allow CASA to replace the existing Modular with a new modular, pre-fabricated structure, or similar replacement structure (hereinafter "Replacement Facility"); to be placed at the same location or alternate location, to be determined by COUNTY. Any such ground lease will be subject to the same terms and conditions in regard to rent and maintenance as contained in this Agreement; and shall also be subject to approval by COUNTY'S Board of Supervisors.

UTILITIES: CASA, upon obtaining the required permits and approvals for the Replacement Facility, shall have the right to install and maintain the necessary mains and ancillary equipment required to bring utility services to the Replacement Facility, at its sole cost and expense. All accounts for such utilities shall name CASA as the responsible party. CASA shall pay when due all charges for utilities used by CASA in the Replacement Facility. COUNTY shall not be responsible for providing utilities to the Replacement Facility.

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

In the event CASA is not utilizing or occupying the entire Site or Replacement Facility and chooses to sublease or allow occupancy of the unused portion, then COUNTY shall have first right to use that unused portion without charge. If COUNTY chooses not to occupy and the unused portion is subleased, the revenue generated thereby shall be paid entirely to COUNTY.

17. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which CASA may be merged.

18. **INDEMNIFICATION:** CASA shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of CASA or its agents, employees, or other independent contractors directly responsible to CASA; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

CASA shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

19. **INSURANCE:** Without limiting CASA'S indemnification of the COUNTY, CASA shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CASA in default. Upon request by the COUNTY, CASA shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CASA'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CASA is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CASA has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CASA submits a written statement to the COUNTY stating that fact.

B. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CASA and shall

include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by CASA in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CASA. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CASA pursuant to CASA'S activities hereunder. CASA shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, CASA is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. Property Insurance. The Property Insurance shall provide all risk property coverage on a replacement cost basis for the Facility and Site. COUNTY shall be included as a loss payee on any Property Insurance policy. Said Property Insurance shall contain an agreement under which the insurance company or companies supplying said policy shall notify COUNTY in writing at least thirty (30) days prior to cancellation of all or any part of such policy.

In the event of any loss to any property that is subject to this Agreement which is caused by any occurrence that is covered by such all risk property insurance, CASA shall be responsible for any payment of any deductible. All property insurance carried by CASA shall include provisions denying to the insurer, acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CASA agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

20. **NONDISCRIMINATION**: CASA 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 therefor. CASA shall also comply with applicable State or Federal laws, rules and regulations regarding nondiscrimination.

21. **ENVIRONMENTAL IMPAIRMENT**: CASA shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became 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 Property, Site or Facility due to CASA'S use and occupancy, CASA shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. CASA 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 CASA'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to CASA'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

22. **TOXICS**: CASA shall not manufacture or generate hazardous wastes on or in the Facility, Site or Property unless specifically authorized by this Agreement. CASA 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 CASA, its agents, employees, or designees on or in the Facility, Site or Property during 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. CASA 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.

23. **COMPLIANCE WITH THE LAW**: CASA shall comply with all applicable laws, rules, and regulations affecting the Site, Facility or Property now or hereafter in effect.

24. **TAXES AND ASSESSMENTS, POSSESSORY INTEREST**: CASA shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to CASA'S operations, may be levied upon the Site and/or Replacement Facility during the term of this Agreement.

POSSESSORY INTEREST: CASA acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that CASA may be required to pay any tax levied on such interest. COUNTY recognizes that as a California non-profit, CASA may be exempt from such taxes arising from possessory interest.

25. **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
Facilities Services Division
1105 Santa Barbara Street
Courthouse East Wing, Second Floor
Santa Barbara, CA 93101-6065
(805) 568-3070

CASA: CASA Executive Director
Courthouse Modular
118 East Figueroa Street
Santa Barbara, CA 93101
(805) 879-1733

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.

26. **DEFAULT:** Except as otherwise required herein, should CASA at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to CASA specifying the particulars of the default and CASA shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such 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 CASA shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

27. **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 nondefaulting party may waive the default or breach in accordance with Section 28, WAIVER, herein below.

B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where CASA is the nondefaulting party, CASA may terminate the Agreement and surrender use of the Site.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and CASA shall vacate within THIRTY (30) days of written notice from COUNTY.

28. **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.

29. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

30. **TERMINATION**: This Agreement shall terminate and all rights of CASA shall cease and CASA shall quietly and peacefully deliver to COUNTY, possession and interest in the Site; and possession, interest and title to the Facility:

A. Upon expiration or earlier termination of the Agreement as provided in Section 5, TERM; or

B. Upon ninety (90) day written notice from CASA; or

D. Upon abandonment of the Site as provided in Section 11, ABANDONMENT OF THE SITE; or

E. Upon the failure of CASA 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 26, DEFAULT; or

F. As provided in Section 31, DESTRUCTION; or

G. In the event CASA is found to be in non-compliance with any of the Contract Documents and permits associated with this Agreement and such non-compliance is not resolved in a timely fashion.

31. **DESTRUCTION**: If the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of CASA, shall terminate. If CASA chooses to terminate the Agreement then CASA, at COUNTY'S option, shall remove all structures and equipment from the Property and Site and shall return the Site to its original condition as near as is practical.

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

33. **AGENCY DISCLOSURE**: CASA acknowledges that the General Services Department, Facilities Services Division of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for CASA nor a dual agent in this transaction.

34. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, CASA shall vacate and surrender possession of, and any claim to the Site and Facility, leaving it in good condition, except for ordinary wear and tear. CASA shall execute whatever documents are reasonably requested by COUNTY to facilitate, acknowledge and evidence the release of all interest in the Facility and the passing of title thereto from CASA to COUNTY, and

COUNTY shall execute whatever documents are required to accept said ownership interest and title.

In the event the Facility is removed by CASA or agent therefore, at the sole option of COUNTY, then upon completion of said removal, CASA shall provide the COUNTY with written notice that said Facility has been removed and the Site has been restored to its pre-Agreement condition as near as is practicable.

35. **CONDEMNATION:** In the event the Facility or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Facility and/or Site, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY'S absolute discretion. CASA agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action of condemnation or eminent domain affecting any of CASA'S installations at the Site.

CASA shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to CASA'S interests.

In the event possession of the Site or partial possession of the Site is obtained by a public agency or other agency empowered to take by eminent domain, in a manner which precludes CASA'S intended use, this Agreement shall terminate as of the effective date of possession and upon such termination, any obligation of CASA to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any prepaid rent shall be returned to CASA from the effective date of possession.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

36. **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.

37. **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.

38. **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 CASA to its terms and conditions or to carry out duties contemplated herein.

39. **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.

40. **CONSTRUCTION:** The parties have negotiated the terms of this Agreement. They have 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.

41. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

42. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart 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.

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IN WITNESS WHEREOF, COUNTY and CASA have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy

Date: _____

“CASA” OF SANTA BARBARA COUNTY

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

Rudy Allick
Rudy Allick President of Board
Name and Title

By: [Signature]
Deputy

Bruce A. Stevens
BRUCE A. STEVENS, TREASURER
Name and Title

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

By: [Signature]

APPROVED:
[Signature]
Ron Carlentine SR/WA
Real Property Manager

APPROVED AS TO INSURANCE FORM:
[Signature]
Ray Aromatorio, ARM, AIC
Risk Program Administrator

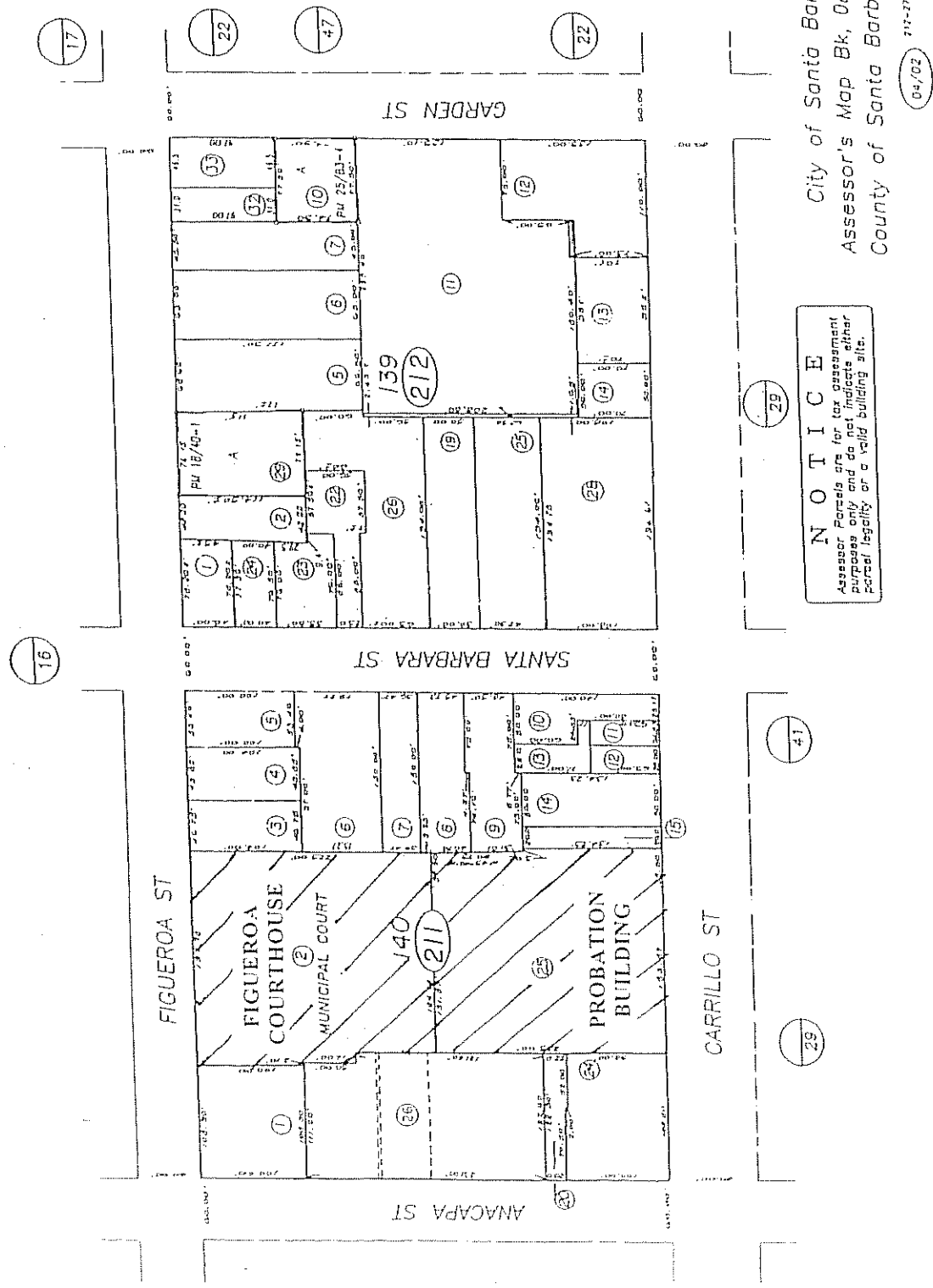
029-21

POR. PUEBLO LANDS



relaciona 4835

1" = 100'
SCALE



NOTICE
 Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

City of Santa Barbara
 Assessor's Map Bk, 029 -Pg. 21
 County of Santa Barbara, Calif.

217-27 info 32 a 33

04/02

EXHIBIT A

