

Project: Social Services One Stop Fourth Amendment  
APN:128-066-005 (Portion)

File No.:003127  
Agent: AH

**COUNTY OF SANTA BARBARA**  
**FOURTH AMENDMENT TO LEASE AGREEMENT**

**THIS FOURTH AMENDMENT TO 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

SANTA MARIA BROADWAY PLAZA II, LLC, a California limited liability company, hereinafter referred to as "LESSOR,"

with reference to the following:

**WHEREAS**, COUNTY and LESSOR entered into a Lease Agreement, (hereinafter "Lease"), on September 8, 1998, for COUNTY'S use of a portion of the office building known as 1328 and 1456 South Broadway, Santa Maria, CA, for an initial term of ten (10) years, with two subsequent options to extend the term by five (5) years each; and

**WHEREAS**, the parties executed a First Amendment to the Lease on March 7, 2000, amending the address of the Leased Premises from 1328 and 1456 South Broadway, to 1410 and 1444 South Broadway, Santa Maria, CA; increasing office space from 34,437 square feet to 43,068 square feet; and adjusting base Rent/N.N.N. to \$41,775.96 per month based on the new square footage; and

**WHEREAS**, the parties executed a Second Amendment to the Lease on July 10, 2001, stipulating the "Occupancy Date" of March 10, 2000, for the purposes of calculating the cost of living adjustments and for all other purposes incidental to the lease; amending Section 5 Rent/N.N.N. to revise the rent and operating costs from triple net to a gross lease, inclusive of rent and operating costs, at a rent of \$1.22 per square foot, commencing January 1, 2001; and

**WHEREAS**, the parties executed a Third Amendment to the Lease on September 11, 2018, extending the Lease term until October 31, 2023, and adding two (2) extension options of five (5) years each, with the second period terminating on October 31, 2033; and

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**WHEREAS**, the parties desire to further amend the terms of the Lease to decrease the rent to \$2.25 per square foot per month, freeze any annual rental adjustments for the initial five (5) year term, add two extension options of five (5) years each, and convert the annual rental adjustment from a variable rate to a fixed 3% increase.

**NOW THEREFORE**, in consideration of the provisions, covenants and conditions contained herein, the LESSOR and COUNTY agree to amend the original Agreement as follows:

- 1. Section 3, TERM is hereby further amended by addition of the following:

"The term of this Agreement shall be extended for a period of five (5) years commencing March 1, 2026, and terminating on February 28, 2031, subject to other provisions for termination and extension as herein contained."

- 2. Section 4, EXTENSION AND RENEWAL is hereby deleted in its entirety and replaced with the following:

"Provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY is hereby granted two (2) options to renew this Agreement from and after the expiration of the original term, as follows:

- |                          |                                   |
|--------------------------|-----------------------------------|
| Option #1, 5-year period | March 1, 2031- February 29, 2036  |
| Option #2, 5-year period | March 1, 2036- February 28, 2041" |

- 3. Section 5, RENT is amended by replacing the second paragraph with the following:

"B. The monthly rent for the first five (5) years of the Agreement is NINTEY-SIX THOUSAND NINE HUNDRED AND THREE DOLLARS AND ZERO CENTS (\$96,903.00), based on TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) per square foot, per month."

- 4. Section 6, COST OF LIVING ADJUSTMENT is hereby deleted and replaced with the following provision:

"FIXED COST OF LIVING ADJUSTMENT: The rent provided in Section 5B, RENT, herein above, shall not be adjusted during the term set forth in Section 3, TERM. Upon commencement of Option #1 and/or Option #2, rent shall increase annually by three percent (3%), effective on the first day of each option year.

- 5. It is expressly understood that in all other respects, the terms and conditions of the original Agreement, dated September 8, 1998, and the First Amendment dated March 7, 2000, and the Second Amendment dated July 10, 2001, and the Third Amendment dated September 11, 2018, shall remain in full force and effect.

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*(COUNTY AND LESSOR SIGNATURES ON FOLLOWING PAGES)*

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IN WITNESS WHEREOF, DISTRICT AND COUNTY have executed this Agreement to be effective upon execution by COUNTY.

**ATTEST**  
MONA MIYASATO  
CLERK OF THE BOARD

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

**“COUNTY”**

COUNTY SANTA BARBARA, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Bob Nelson  
Chair, Board of Supervisors

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

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Signed by:  
*Tyler Sprague*  
0A9F88DE45F483...  
Tyler Sprague  
Deputy County Counsel

APPROVED AS TO FORM:  
CEO/RISK MANAGEMENT

By: \_\_\_\_\_  
Signed by:  
*Marisa Kahn*  
DF54F5C00F0C41A...  
Marisa Kahn  
Interim Risk Manager

APPROVED

By: \_\_\_\_\_  
Signed by:  
*Daniel Melson*  
11A5E47826445A...  
Daniel Melson  
Director of Social Services

APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Signed by:  
*C. Edwin Price, Jr.*  
A99ED5BD71D04EB...  
C. Edwin Price, Jr.  
Deputy Auditor-Controller

**“LESSOR”**

Santa Maria Broadway Plaza II, LLC

By: \_\_\_\_\_  
Signed by:  
*Clint Pearce*  
20E2085A08B940D...  
Clint Pearce