

L E A S E

THIS LEASE, made and entered into this _____ day of _____, 1962, by and between the SANTA BARBARA HISTORICAL SOCIETY, INC., a non-profit corporation formed and existing under and by virtue of the laws of the State of California, hereinafter called SOCIETY, and the COUNTY OF SANTA BARBARA, a body politic and corporate and subdivision of the State of California, hereinafter called COUNTY;

WITNESSETH THAT:

WHEREAS, the COUNTY is the owner of that certain real property located in the City of Santa Barbara described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, the COUNTY desires that the said property be used for a historical museum and library; and

WHEREAS, SOCIETY is a non-profit corporation organized for the purpose, among others, of preserving historical objects, books and manuscripts, with particular reference to the history of Santa Barbara County; and

WHEREAS, SOCIETY has offered to construct, manage, maintain and operate a historical museum and library upon the said property belonging to COUNTY, and for that purpose desires to lease of COUNTY the aforesaid property; and

WHEREAS, it appears to be in the public interest that such a museum and library be established and maintained to preserve and make available to the public generally historical objects, books and manuscripts, and that the property of the COUNTY be leased to SOCIETY for that purpose;

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and agreements hereinafter provided and contained,

the lessor COUNTY hereby leases to the lessee SOCIETY, subject to the terms and conditions hereinafter expressed, and the lessee SOCIETY hereby hires and takes from the COUNTY all that certain real property described in Exhibit "A" attached hereto.

TERMS AND CONDITIONS

1. COUNTY agrees that SOCIETY may build, manage, operate, maintain and regulate a historical museum and library upon the land belonging to COUNTY situated in the City of Santa Barbara and described in Exhibit "A". The demised premises shall be used for a public historical museum and a library and for no other purposes

2. Prior to any construction during the term hereof, SOCIETY shall present architectural plans and construction plans and specifications and plot layout to the Board of Supervisors of the COUNTY for approval, and shall not undertake any construction or building until such plans have been approved by the Board of Supervisors. SOCIETY shall have the responsibility of obtaining any necessary permits or approvals from the City of Santa Barbara.

3. During the term of this lease, no major structural additions, changes or alterations shall be made to any building or structure without the prior approval of the Board of Supervisors.

4. Upon execution and during the term hereof, SOCIETY shall assume full and complete administration, management and control of the premises, grounds and buildings, repairs, maintenance and upkeep of grounds, the payment of all utilities, the payment of any taxes or assessments that may be levied against the property or any part thereof. SOCIETY shall also assume the management of any existing rentals or leases on the said premises, including the presently existing month to month parking lot rental and the rent

to Old Spanish Days, Inc. SOCIETY shall collect any and all rents payable by any present tenants of the said premises, which said funds are to be used only for the purpose of museum and library construction and for no other purpose.

5. SOCIETY shall maintain and operate the said museum and library, and any buildings and improvements pertinent thereto, at its own expense, and SOCIETY shall provide its own personnel, including curator, staff, custodial and janitorial, gardening services and such other services as may be necessary. No COUNTY funds are to be expended during the term hereof for improvement, maintenance, repair, rebuilding, or restoration of the building or ground SOCIETY shall make, or be responsible for the cost of, any improvements in the streets, sidewalks, curbs or driveways which the City of Santa Barbara or public agency may lawfully require, including any assessments therefor.

6. SOCIETY shall provide fire insurance, public liability and property damage insurance on the premises in an adequate amount and shall name COUNTY as co-insured on any such insurance policy or policies.

7. There shall be no transfer, assignment or sublease of this lease, or any part thereof, without approval of the Board of Supervisors.

8. SOCIETY shall take and accept the premises described in Exhibit "A" in their present condition, and COUNTY shall have no responsibility to clear the grounds or remove any existing structures, installations, utility or pipe lines, or repair any condition existing on the property, nor shall the COUNTY have any responsibility to prepare the premises in any other manner for the construction of the said museum.

9. SOCIETY shall render to COUNTY an annual accounting in detail of the operations of the museum and library and grounds.

10. Any personal property placed in the building or on the premises shall be and remain the property of SOCIETY unless otherwise expressly agreed between the parties.

11. SOCIETY, in the construction and operation of the said museum and library, shall make some memorial recognition of Samuel J. Stanwood in a fitting manner; and SOCIETY further agrees to maintain in an appropriate location the triangular memorial plaque presently existing on the premises.

12. COUNTY shall pay over to SOCIETY all moneys which the COUNTY presently holds in the Stanwood Memorial Trust Fund in the county treasury, which said funds are the proceeds of rent from the premises described in Exhibit "A", together with other contributions received in the memory of Mr. Stanwood; and SOCIETY agrees that all of said funds will be used only for the construction of the proposed museum and library, and if they are not so used they will be returned to the COUNTY upon demand.

13. The rental for the demised premises is \$1.00 per year, payable annually in advance.

14. The term of this lease shall be the maximum term by law not to exceed ninety-nine (99) years; provided, however, that at the end of the 99-year term, or any less term, the parties may negotiate for a further management lease.

15. At the end of the term or any prior termination or cancellation hereof, all buildings and structures constructed on the premises described in Exhibit "A" shall become and be the property of the COUNTY.

16. If substantial construction of the said museum and library is not commenced within two (2) years of the date of execution hereof, this lease shall automatically terminate and be of no further force and effect; provided, however, that upon application

by SOCIETY the board of Supervisors in its sole discretion may grant additional time within which to commence construction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SANTA BARBARA

By W. Z. Callahan
Chairman, Board of Supervisors

ATTEST:

J. E. LEWIS, Clerk

By S. W. Meryel
Deputy Clerk

SANTA BARBARA HISTORICAL SOCIETY, INC

By William O. Kropf
Stanley H. ...

Those portions of Block 173 and of Block 191, of the City of Santa Barbara and of the Street shown as De la Guerra Street, as the same are shown on Map of Survey made by Salisbury Haley and the map of said City prepared by Vitus Wackenrauder, both of which maps are on file in the Office of the City Clerk of said City, described as follows:

Beginning at the most northerly corner of Block 191, as shown on said maps; thence southeasterly, along the southwesterly line of Santa Barbara Street, 165.00 feet; thence at right angles southwesterly, and parallel with De la Guerra Street, 175.00 feet; thence at right angles northwesterly and parallel with Santa Barbara Street, 165.00 feet to the northwesterly line of Block 191, as shown on said maps; thence northeasterly along said northwesterly line of Block 191, a distance of 16.70 feet to a point distant 158.30 feet southwesterly from the point of beginning; thence northwesterly crossing said De la Guerra Street and into said Block 173 on a course parallel with the southwesterly line of Santa Barbara Street 82.00 feet to a point on the southeasterly line of New De la Guerra Street in said City, as established and located on the ground, which said point is distant 158.30 feet southwesterly along said line from the southwesterly side of Santa Barbara Street; thence northeasterly along said southeasterly line of New De la Guerra Street, 158.30 feet to its intersection with said southwesterly line of Santa Barbara Street; thence southeasterly along said line of Santa Barbara Street and its prolongation 82.00 feet to the place of beginning.

EXHIBIT "A"