

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:

Prepared on: November 30, 2004
Department: General Services
Budget Unit: 063
Agenda Date: December 14, 2004
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Ron Cortez, Director
General Services Department

STAFF CONTACTS: Connie Smith, Real Property Agent (568-3097)
Real Estate Services Office

SUBJECT: Ground Lease for Solvang Senior Center
Folio No. 002121
Third Supervisorial District

Recommendations:

That the Board of Supervisors:

- A. Determine that the services provided by the Santa Ynez Valley Senior Advisory Council Inc. ("SYVSAC"), which include a daily noon time meal five (5) days a week, guidance and advice on tax and legal matters, transport to medical centers, Hospice counseling and other related activities that serve the senior residents in the Solvang and Santa Ynez communities, are necessary to meet the health, welfare, and social needs of seniors of the County, and that the SYVSAC therefore qualifies for a rent subsidy; and
- B. Determine that the portion of that County-owned property currently occupied by the SYVSAC and located at 1745 Mission Drive, in Solvang, will not be needed for County purposes for the term of the Agreement; and
- C. Approve the proposed Ground Lease granting the SYVSAC the right to operate a senior center on the Mission Drive property, for a period of 5 years including 3 renewal options of 5 years each, at no cost to the SYVSAC.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 5.A High Quality of Life for All Residents.

Subject: Ground Lease at 1745 Mission Drive for Solvang Senior Center

Agenda Date: December 14, 2004

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Executive Summary and Discussion:

In January 1983, the Community Action Commission (CAC) leased a back corner portion of the parking lot behind the Solvang Veterans' Memorial Building then owned by the County. CAC purchased and installed a modular building which served as the Senior Center. That lease expired in January of 1993. During CAC's lease term, the County transferred ownership of the Solvang Vets Memorial Building to the newly incorporated City of Solvang reserving a portion of the property housing the Courts, Sheriff's Solvang Substation, Library and a portion of the rear parking lot to Maple Avenue (currently APN 139-150-025). The City of Solvang assumed responsibility for the operation of the Senior Center until the SYVSAC received its non-profit designation.

On March 26, 1994, the County Board of Supervisors approved a 10-year License and Service Agreement with the SYVSAC to provide services necessary to meet the health, welfare, and social needs of seniors in the Solvang and Santa Ynez Valley communities, including a daily noon time meal five (5) days a week, guidance and advice on tax and legal matters, transport to medical centers, Hospice counseling and other related senior activities. The County Public Health and Social Services Departments have utilized the Solvang Senior Center at no cost to carry out certain county programs which affect the area's senior citizens.

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. Therefore, your Board's determination that the portion of the county owned property currently being used by SYVSAC for a Senior Center will not be needed for county purposes during the time of possession will allow SYVSAC to continue to use the property to carry out their programs without being required to pay rent. This Ground Lease will, therefore, be included on the list of rent subsidies provided to the County Administrator.

If, at any time during the term, your Board should determine that the services provided by SYVSAC are no longer a benefit to the community, or if the afore-mentioned Government Code is repealed or replaced such that SYVSAC no longer qualifies for the waiver of rent, SYVSAC will pay fair market rent for the property.

Mandates and Service Levels:

No change in programs or service levels.

Fiscal and Facilities Impacts:

No fiscal or facilities impacts.

Special Instructions:

After Board action, please distribute as follows:

1. Original Document
2. Duplicate original and Minute Order

Board's Official File
Facilities Services, Attn: Connie Smith

Project: Solvang Senior Center at
1745 Mission Drive, Solvang
APN: 139-150-025 (Portion of)
Folio: 002121
Agent: CS

GROUND LEASE AGREEMENT
SOLVANG SENIOR CENTER

THIS GROUND LEASE AGREEMENT (hereinafter "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 YNEZ VALLEY SENIOR ADVISORY COUNCIL INCORPORATED, a California non-profit corporation, DBA SOLVANG SENIOR CENTER, hereinafter referred to as "LESSEE,"

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property known as the Solvang Mission Drive Campus located at 1745 Mission Drive, in the City of Solvang, State of California, and more particularly described as Santa Barbara County Assessor's Parcel Number 139-150-025, (hereinafter "Property"). The Property is shown as the outlined area of Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, LESSEE has been leasing a portion of the Property (hereinafter "Site"), identified as the diagonally slashed area of the aforementioned Exhibit "A", from COUNTY since March 26, 1994, for a multi-purpose senior center serving the residents of Solvang and the Santa Ynez Valley; and

WHEREAS, the Site is improved with an L-shaped modular unit, mobility impaired access ramps, decking, landscaping, storage shed and other related accessories (hereinafter "Facility"), for the purpose of providing services necessary to meet the health, welfare, and social needs of seniors, including a daily noon time meal five (5) days a week, guidance and advice on tax and legal matters, transport to medical centers, Hospice counseling and other related senior activities; and

WHEREAS, LESSEE holds title to the Facility on the Site, and wishes to continue to use the Site for such purposes and will assume all maintenance and repair responsibility for the Site and Facility, including any alterations or additional improvements thereto; and

WHEREAS, LESSEE allows COUNTY'S Public Health and Social Services Departments to use the Facility for perform certain public services to seniors of the Solvang and Santa Ynez Valley communities; and

WHEREAS, California Government Code §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 determined that the services provided by LESSEE are necessary to meet the social needs of the senior population of COUNTY and that the Site will not be needed for COUNTY purposes during the time of possession.

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 COUNTY through the General Services Department Director, or designee. The COUNTY'S General Services Department Director, or designee, shall be the priority contact with LESSEE and is the reviewing department which will make periodic visits to the Site for inspection and/or other matters as necessary.

2. **LEASED AREA:** For and in consideration of the covenants to be performed by LESSEE under this Agreement, COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY, approximately 1200 square feet of land (the Site), located at the northeasterly corner of the Solvang Mission Drive Campus located at 1745 Mission Drive, Solvang, California.

3. **PURPOSE AND USE:** LESSEE shall use the Site and Facility solely as a multi-purpose senior center for providing services necessary to meet the health, welfare, and social needs of seniors, including a daily noon time meal five (5) days a week, guidance and advice on tax and legal matters, transport to medical centers, Hospice counseling and other related senior activities.

LESSEE shall not expand its use of the Site beyond the scope of this Agreement, nor use the Site for any other purposes without the express written consent of COUNTY.

4. **TERM:** The initial term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2005 and terminating December 31, 2009, subject to such provisions for extension and termination as contained herein.

5. **EXTENSION OF LEASE:** In the event this Agreement has not otherwise been terminated and LESSEE is in good standing at the end of the above-referenced term, such term may be extended for three (3) additional terms of five (5) years each upon mutual agreement of LESSEE and COUNTY. The Director of the General Services Department, or designee, is authorized to grant an extension on behalf of COUNTY. LESSEE shall request all extensions in writing at least ninety (90) days prior to the termination of the then-current term. Failure of LESSEE to exercise its right to extend within the specified ninety (90) day notification period shall be notice to COUNTY of LESSEE'S intent to terminate the Agreement at the end of the then-current term.

The extension periods shall be as follows:

Extension Period One, 5 years	January 1, 2010 through December 31, 2014
Extension Period Two, 5 years	January 1, 2015 through December 31, 2019
Extension Period Three, 5 years	January 1, 2020 through December 31, 2024

6. **RENT:** In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the services to senior citizens are a benefit to the community, the Site is being provided to LESSEE by COUNTY at no cost to LESSEE.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by LESSEE are no longer a benefit to the community, or should the aforementioned Government Code Section be repealed or replaced such that LESSEE no longer qualifies for the rights granted hereunder, or should LESSEE lose its “non-profit” status, LESSEE shall pay fair market rent for the Site. The amount of such fair market rent shall be determined by an independent appraiser, who has been agreed upon by both parties hereto; and shall be determined by the rental value of the land only. Said rent shall be due for the remainder of the term of this Agreement and shall rise 3% per year on the first day of the thirteenth month during which rent payments are due, and annually thereafter. Rent payments shall be made payable to and delivered to the County of Santa Barbara, General Services Department at the address stated in Section 26, *NOTICES*, or at such other place as may be designated in writing.

It is the intention of this Agreement that the Site shall be provided to LESSEE at no cost to the COUNTY.

7. **SITE SUITABILITY:** LESSEE has been operating the senior center from the Site for 10 years under an expiring agreement and has therefore determined that the Site continues to be suitable for LESSEE’S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Site, as shown in Exhibit “A” hereof, in its existing condition.

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

8. **PERMITS, CONSTRUCTION AND IMPROVEMENTS:** In the event LESSEE wishes to alter or improve the Site or Facility, LESSEE shall obtain advance written approval from COUNTY’S General Services Department/Real Property Manager, and shall comply with all requirements of the County Architect and all permits. Copies of any required Land Use Permit(s) and/or Building Permit(s) shall be delivered to the COUNTY.

LESSEE 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 Property and Site free and clear of liens for labor and materials.

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 LESSEE to undertake construction of additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

9. **TITLE:** COUNTY recognizes that title to the Facility shall vest with LESSEE. LESSEE’S proof of title to the Facility is identified in Exhibit “B”, Attachment 1, attached hereto

and incorporated herein by this reference. In the event that LESSEE discontinues use of the Facility, LESSEE may (with COUNTY'S written consent) dispose of the buildings in place by transferring title thereto to COUNTY. LESSEE 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 LESSEE to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and title.

For purposes of this Agreement, all equipment, furniture and supplies used to provide services necessary to meet the health, welfare, and social needs of seniors within the Facility shall not be a part of the Facility, and LESSEE shall retain title to such.

10. **ABANDONMENT OF THE SITE and/or FACILITY:** LESSEE shall not abandon, vacate, surrender or assign use of the Site and/or the Facility at any time during the term of this Agreement. If LESSEE does abandon, vacate, surrender or assign use of the Site and/or Facility, this Agreement and all of LESSEE'S rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to LESSEE. In the event of such termination, the Facility and any personal property belonging to LESSEE 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.

11. **CONVEYANCE OF REAL PROPERTY:** COUNTY shall have the right to convey real property interests in the Property and Site. Said conveyance shall not unduly interfere with LESSEE'S interests herein and LESSEE shall not interfere with any such rights granted by COUNTY. COUNTY shall notify LESSEE before a conveyance of real property interest and furnish LESSEE with information concerning such proposed conveyance.

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

13. **UTILITIES/TRASH DISPOSAL SERVICES:** LESSEE shall have the right to install and maintain the necessary mains and ancillary equipment required to bring utilities and trash disposal services to the Site and Facility, at its sole cost and expense. All accounts for such utilities and trash disposal services shall name LESSEE as the responsible party. LESSEE shall pay all charges for utilities and trash disposal services when due.

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

A. The structural parts of the Facility including the foundation, sub flooring, bearing and exterior walls, roof framing, sub roofing, 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;
- D. All other unexposed electrical, plumbing and sewage systems; and
- E. The grounds, landscaping and parking lot.

15. **RECORD KEEPING/AUDITING:** LESSEE shall keep at LESSEE'S office, full and accurate books of account, cash receipts and other pertinent data customarily used in LESSEE'S activities, including without limitation, all data and information relevant to the cost of maintenance and repair of the Site and Facility. LESSEE shall keep such books of account, cash receipts and other pertinent data for a period of not less than four (4) years following the end of each year of the term of this Agreement.

The County shall have the right, upon reasonable notice during the term of this Agreement, and one year after expiration or termination of the term of the Agreement, to examine the books of account, cash receipts, records and other pertinent data showing all transactions related to maintenance and repair, as well as normal business done by LESSEE in conjunction with the Agreement. Any such audit(s) or examination(s) will be conducted by the County Auditor, or designee. LESSEE shall fully comply with the County Auditor, or designee, in making any such inspections and examinations. If any examination performed by the County Auditor, or designee, discloses a breach by LESSEE in any of its obligations hereunder, said breach shall be cured within thirty (30) days of receipt of written notice from COUNTY of such breach.

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

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 LESSEE may be merged.

18. **INDEMNIFICATION:** LESSEE shall defend, indemnify and save harmless the 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 the LESSEE or his agents, employees, or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

LESSEE 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 the LESSEE'S indemnification of the COUNTY, LESSEE 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 LESSEE in default. Upon request by the COUNTY, LESSEE 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 LESSEE'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 LESSEE is self-insured, it shall furnish a copy of the Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if LESSEE has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and LESSEE 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 LESSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the LESSEE in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and LESSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of LESSEE pursuant to LESSEE'S activities hereunder. LESSEE 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, employees, and agents shall be named as 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 aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include 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, the LESSEE is required to maintain such coverage for a minimum of three years following completion of the 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.

LESSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LESSEE may be held responsible for payment of damages resulting from LESSEE'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the LESSEE is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the LESSEE'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by COUNTY. The COUNTY'S Risk Manager 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 the 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. LESSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

20. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** COUNTY and LESSEE hereby waive any rights each may have against the other on account of any loss or damage suffered by COUNTY or LESSEE, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either COUNTY or LESSEE against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by COUNTY will not be invalidated thereby.

21. **NONDISCRIMINATION:** LESSEE shall comply with COUNTY law, 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 therefore. LESSEE shall comply with applicable laws, rules and regulations regarding nondiscrimination.

22. **ENVIRONMENTAL IMPAIRMENT:** LESSEE 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 LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LESSEE 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 LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'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.

23. **TOXICS**: LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site or Property unless specifically authorized by this Agreement. LESSEE 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 LESSEE, 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. LESSEE 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.

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

25. **TAXES AND ASSESSMENTS**: LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, which, due to LESSEE'S Facility may be levied upon said Facility and/or Site during the term of this Agreement.

26. **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 1100 Anacapa Street Santa Barbara, CA 93101-6065 (805) 568-3070
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LESSEE:	Solvang Senior Center 1745 Mission Drive Solvang, CA 93463 (805) 688-3793
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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.

27. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LESSEE specifying the particulars of the default and LESSEE 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 LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

28. **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 29, **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 LESSEE is the nondefaulting party, LESSEE may terminate the Agreement and surrender use of the Site.

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

29. **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.

30. **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.

31. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Site:

A. Upon expiration or earlier termination of the Agreement as provided in Section 4, **TERM**; or

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

C. Upon abandonment of the Facility and Site as provided in Section 10, **ABANDONMENT OF THE SITE and/or FACILITY**; or

D. Upon the failure of LESSEE 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 27, **DEFAULT**; or

E. As provided in Section 32, **DESTRUCTION**.

32. **DESTRUCTION:** If the Facility or the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of LESSEE, shall terminate. If LESSEE chooses to

terminate the Agreement then LESSEE, 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.

33. **HOLDING OVER:** Should LESSEE 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.

34. **AGENCY DISCLOSURE:** LESSEE 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 LESSEE nor a dual agent in this transaction.

35. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Site, leaving it in good condition, except for ordinary wear and tear.

In the event the Facility is removed by LESSEE or agent therefore, then upon completion of said removal, LESSEE 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.

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 LESSEE to its terms and conditions or to carry out duties contemplated herein.

39. **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.

40. **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.

41. **MEMORANDUM OF LEASE:** This Agreement shall not be recorded, except that if either party requests the other party to do so, the parties shall execute a Memorandum of Lease in recordable form such as Exhibit "B". The Director of the General Services Department or designee may sign the Memorandum of Lease on behalf of COUNTY.

42. **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.

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Project: Solvang Senior Center at
1745 Mission Drive, Solvang
APN: 139-150-025 (Portion of)
Folio: 002121
Agent: CS

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Ground Lease Agreement to be effective on January 1, 2005.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Dated: _____

By: _____
Deputy Clerk

“LESSEE”
SANTA YNEZ VALLEY SENIOR
ADVISORY COUNCIL, INC. dba
SOLVANG SENIOR CENTER

By: _____
Ruth Loper, President

By: _____
Holger Brix, Treasurer

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy

By: _____
Deputy

APPROVED:

APPROVED:

By: _____
Ronn Carlentine, SR/WA
Real Property Manager

By: _____
Stephen D. Underwood
Chief Assistant County Counsel

Recording requested by
and to be returned to:
General Services Department
Facilities Services Division

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 139-150-025 (Portion)
Project: Solvang Senior Center
Folio Number: 002121

MEMORANDUM OF LEASE

1. **PARTIES:** This Ground Lease Agreement (hereinafter "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 YNEZ VALLEY SENIOR ADVISORY COUNCIL INCORPORATED, a California non-profit corporation, DBA SOLVANG SENIOR CENTER, hereinafter referred to as "LESSEE."
2. **PREMISES:** For and in consideration of the covenants to be performed by LESSEE under that certain unrecorded Ground Lease Agreement dated December 14, 2004, COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY, approximately 1200 square feet of land (the Site), located at the northeasterly corner of the Solvang Mission Drive Campus located at 1745 Mission Drive, in the City of Solvang, California, and more particularly described as Santa Barbara County Assessor's Parcel Number 139-150-025 (hereinafter "Property") and shown as the diagonally slashed area on ATTACHMENT 2 and legally described on ATTACHMENT 3, both attached hereto and incorporated herein by this reference..
3. **TERM:** The initial term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2005 and terminating December 31, 2009, subject to a 90-day written notice of termination by LESSEE.
4. **EXTENSION OF LEASE:** In the event this Agreement has not otherwise been terminated and LESSEE is in good standing at the end of the above-referenced term, such term may be extended

for three (3) additional terms of five (5) years upon mutual agreement of LESSEE and COUNTY. The Director of the General Services Department, or designee, is authorized to grant an extension on behalf of COUNTY. LESSEE shall request all extensions in writing at least ninety (90) days prior to the termination of the then-current term. Failure of LESSEE to exercise its right to extend within the specified ninety (90) day notification period shall be notice to COUNTY of LESSEE'S intent to terminate the Agreement at the end of the then-current term.

The extension periods shall be as follows:

Extension Period One, 5 years	January 1, 2010 through December 31, 2014
Extension Period Two, 5 years	January 1, 2015 through December 31, 2019
Extension Period Three, 5 years	January 1, 2020 through December 31, 2024

5. **TITLE:** COUNTY recognizes that title to the Facility shall vest with LESSEE. LESSEE'S proof of title to the Facility is identified on Attachment 1, attached hereto and incorporated herein by this reference. In the event that LESSEE discontinues use of the Facility, LESSEE may (with COUNTY'S written consent) dispose of the buildings in place by transferring title thereto to COUNTY. LESSEE 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 LESSEE to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and title.

For purposes of this Agreement, all equipment, furniture and supplies used to provide services necessary to meet the health, welfare, and social needs of seniors within the Facility shall not be a part of the Facility, and LESSEE shall retain title to such.

Dated: _____

“LESSEE”
SANTA YNEZ VALLEY SENIOR
ADVISORY COUNCIL INC. DBA
SOLVANG SENIOR CENTER

By: _____

“COUNTY”
COUNTY OF SANTA BARBARA

By: _____

Ron Cortez, Director
General Services Department

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By _____
Deputy Counsel

ACKNOWLEDGMENT

C.C. 1189

State of California)
)
County of Santa Barbara)

On _____ before me, _____,
personally appeared _____ personally known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the MEMORANDUM
OF LEASE the County of Santa Barbara executed the instrument.

WITNESS my hand and official seal

on this _____ day of _____, 2004

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy Clerk

ACKNOWLEDGMENT

C.C. 1189

State of California)
)
County of Santa Barbara)

On _____ before me, _____,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s)
acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

(Seal)