

Project: Child Support at 4 E. Carrillo  
Second Amendment  
Folio: 002971  
APN: 039-322-029  
Agent: DG

### **THIRD AMENDMENT TO LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO THE 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

MORRIS and GLORIA SOBHANI, hereinafter referred to as "LESSOR,"

with reference to the following:

**WHEREAS**, COUNTY and LESSOR entered into a Lease Agreement (hereinafter "Lease"), dated June 2, 1995, for COUNTY'S use of an approximately 15,000 square foot portion of the building (hereinafter "Premises"), located at 4 East Carrillo Street, in Santa Barbara, California (Santa Barbara County Assessor Parcel Number 039-322-029); and

**WHEREAS**, the Lease was amended by the First Amendment to Lease Agreement, dated September 26, 1995, and the term of the Lease was subsequently extended through March 31, 2013, in accordance with the Lease, with one remaining option to extend the term through March 31, 2018; and

**WHEREAS**, the Lease was subsequently amended by the Second Amendment to Lease Agreement, dated May 5, 2009, which reduced the total area of the Premises to approximately 11,346 square feet; and

**WHEREAS**, COUNTY and LESSOR desire to further amend the Lease to increase the Premises by approximately 567 square feet, increase the Rent proportionally, and to provide for an additional option to extend the Agreement for five years, through March 31, 2023.

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and conditions contained herein, COUNTY and LESSOR agree as follows:

1. Section 2, LEASED PROPERTY, as amended, is hereby further amended by addition of the following:

“Commencing July 1, 2011, the Premises shall be increased throughout the remainder of the Term to include the approximately 567 square feet of space in the basement of the building, shown as the diagonally-slashed area of Exhibit “A”, attached hereto and incorporated herein by reference.”

2. Section 4, EXTENSION AND RENEWAL OF LEASE, is hereby further amended by addition of the following:

“In addition to the option to renew this Lease for three (3) consecutive five (5) year terms from and after the expiration of the original term, COUNTY is hereby granted one (1) additional option to renew this Lease for one additional term of five years, from and after expiration of the three consecutive five year extended terms described in this Section. This additional option to renew the Lease shall be subject to all terms and conditions applicable to the three optional terms described in the original Lease. The term of this additional option to renew for five years shall be:

April 1, 2018, through March 31, 2023.”

3. Section 5, RENT, as amended, is hereby further amended by addition of the following:

“Commencing July 1, 2011, or upon COUNTY’S actual possession of the approximately 567 square feet of space in the basement of the building, whichever is later, COUNTY’S monthly base rent shall be increased by ELEVEN HUNDRED DOLLARS (\$1100.00). Upon execution of this Third Amendment to the Lease Agreement, and prior to any increase in square footage, COUNTY’S base rent for the approximately 11,346 square feet of leased space is \$ 21,715.43. COUNTY’S new monthly base rent shall be TWENTY-TWO THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND FORTY-THREE CENTS (\$22,815.43).”

4. It is expressly understood that in all other respects, said terms and conditions of the original Lease Agreement, dated June 2, 1995, and subsequent First Amendment to Lease Agreement, dated September 26, 1995, and Second Amendment to Lease Agreement, dated May 5, 2009, shall be in full force and effect.

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**IN WITNESS WHEREOF**, COUNTY and LESSOR have executed this Third Amendment to Lease Agreement by the respective authorized officers as set forth below to be effective upon final execution by COUNTY. The signatories hereof represent and warrant that they are authorized to execute this Third Amendment to Lease Agreement and that no additional signatures are required to bind COUNTY and LESSOR to its terms and conditions or to carry out the duties contemplated herein.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

\_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED:

"LESSOR"

\_\_\_\_\_  
Carrie Topliffe  
Director of Child Support Services

\_\_\_\_\_  
MORRIS SOBHANI

"LESSOR"

APPROVED AS TO FORM:  
DENNIS A. MARSHAL  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

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

APPROVED:

APPROVED:

\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager