

Project: Orcutt Babe Ruth League at  
Waller Park, SM  
APN: 111-010-015 (ptn)  
Folio No.: 002302  
Agent: CS

## **LEASE AGREEMENT**

**THIS 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

ORCUTT BABE RUTH LEAGUE, INC., a California non-profit corporation, hereinafter referred to as 'LESSEE,

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property and improvements located in the unincorporated area of Santa Maria, County of Santa Barbara, known as County Assessor Parcel No. 111-010-015 and commonly referred to as Waller County Park, a portion of which has been improved, developed, operated and leased for the purposes of a youth baseball facility by LESSEE and others since March 21, 1966; and

**WHEREAS**, COUNTY wishes to continue encouraging recreational opportunities on said Waller County Park for the benefit of the public, pursuant to California Education Code Sections 10900 through 10905; and

**WHEREAS**, Government Code Section 25536 allows the COUNTY by 4/5 vote of the Board of Supervisors to lease certain county-owned property for such purposes; and

**WHEREAS**, the most current lease agreement dated December 17, 1996, between COUNTY and LESSEE expired on December 31, 2006, and LESSEE has been holding over until a new agreement is approved by both parties.

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced by the Director of Parks (hereinafter "Director"), or their designee on behalf of COUNTY. The Director shall be the priority contact for LESSEE for all matters relating to this Agreement.

2. **PREMISES:** COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY that certain real property shown in Exhibit "A" attached hereto and incorporated herein by reference, including all improvements now situated or hereafter constructed thereon for the term and on the conditions hereinafter set forth. Said property shall hereinafter be referred to as the "Premises."

3. **USE:** LESSEE shall have the right to use the Premises, which have been improved, developed, and operated as a youth baseball facility, to promote youth baseball activities. LESSEE shall not use the Premises for any other purpose without the express written consent of COUNTY. LESSEE shall provide Director with the schedule of times the fields will be in use for organized youth sports activities.

LESSEE shall make the Premises available for use by the general public, civic and community groups, other youth sports groups and other groups of a similar nature on a non-preferential basis at any time when said Premises are not in use or scheduled by LESSEE. It is further agreed that COUNTY shall have the right to use said Premises for any public purpose, providing use does not unreasonably conflict with LESSEE'S use of said Premises.

LESSEE shall not use or commit said Premises or any portion thereof to be improved, developed, used or occupied, in any manner or for any purpose that is in any way in violation of this Agreement or any law, ordinance or regulation of any Federal, State, County or municipal governmental agency, body or entity.

If LESSEE ceases to function as a non-profit corporation organized to promote youth sports activities, then this Agreement shall terminate automatically.

4. **TERM:** The term of this Agreement shall be for a period of FIVE (5) years, more or less, commencing upon approval and execution by the COUNTY Board of Supervisors, and terminating December 31, 2011, unless sooner terminated as herein provided.

5. **RENT:** In consideration for the rights granted herein LESSEE shall assume responsibility for managing and operating the youth baseball activities, and maintenance and repair of the Premises, pursuant to Section 7, LESSEE'S RESPONSIBILITIES.

6. **TITLE AND WARRANTIES:** Title to the Premises and all buildings and improvements now located or hereafter constructed thereon is and shall be vested in the COUNTY at all times.

The title to all items of personal property located in, upon, or around the Premises specifically included but not limited to sport equipment and concession stand fixtures and inventory shall be vested in the LESSEE unless otherwise expressly agreed between the parties.

It is agreed by the parties hereto that the LESSEE is the owner of sport equipment and concession stand fixtures and inventory situated on the Premises. The LESSEE agrees to take and accept the Premises in their present condition and the COUNTY shall have no responsibility to remove or replace any existing structures, installation, utility or pipelines.

7. **LESSEE'S RESPONSIBILITIES:** LESSEE shall be responsible for:

- Watering the infields only.

- Collecting all trash generated by the concession stand and disposing in dumpsters provided by COUNTY.
- All maintenance and repair of score board, concession stand, uncovered bleacher stands and infield grounds, shall be done at LESSEE'S sole expense. Said maintenance shall be performed as necessary to keep said bleacher stands, grounds and concession stand clean, neat and sanitary.

8. **COUNTY'S RESPONSIBILITIES:** COUNTY shall be responsible for:

- Watering and irrigation of all landscaping and areas surrounding the playing fields.
- Watering and mowing of the grass areas located in the outfield playing areas.
- Payment of water, electricity, sewer, and trash collection fees.
- Maintenance and repair of all irrigation systems within the Premises.

9. **ASSIGNMENT/SUBLEASE:** LESSEE may assign and sublease the Premises or any part thereof for the promotion of youth baseball activities, and other such ordinary uses associated therewith, only with the prior written consent of COUNTY, which shall not unreasonably be withheld. Any attempt to assign or sublease without consent shall be void and without legal effect. LESSEE shall not encumber or pledge its leasehold. Any attempt to do so shall be void and without legal effect.

Should COUNTY consent to an assignment or sublease of all or a portion of the Premises, such assignment or sublease shall be under the same terms and conditions of this Agreement

10. **IMPROVEMENTS/ALTERATIONS/CONSTRUCTION:** During the term of this Agreement, LESSEE shall not commence with any construction, alterations, or improvements to any grounds, building or structure locate on the Premises without the prior written approval of the Director of Parks, who may request additional information in writing.

Any exterior construction or interior alteration project in, on, or about the Premises which exceeds TEN THOUSAND DOLLARS (\$10,000) shall be presented to the Director of Parks in written form with proposed plans and specifications prior to any construction or alterations. Prior to approving any construction or alteration relative to the Premises, the Director shall present said plans and specifications to the Board of Supervisors for their approval and may, in the case of other construction or alteration, present plans and specifications to the Board of Supervisors for approval. The Director and/or Board of Supervisors shall issue a written approval or disapproval oaf any plans and specifications submitted pursuant to this section. No construction or alteration which has been disapproved by the Director shall be performed, except where the Director and/or the Board of Supervisors issues a subsequent written approval of such work.

The Director's approval shall be deemed conditioned upon LESSEE acquiring appropriate permits to proceed from governmental agencies, the furnishing of a copy thereof to the Director, or designee, prior to the commencement of the work, and the compliance by LESSEE with all conditions of said permit in a prompt and expeditious manner. Any and all permits or clearances required shall be made only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, is required to grant such permits or clearances. LESSEE shall give the Director, or designee, not less than ten (10) days written notice prior to the commencement of any work in, or about the Premises, and COUNTY shall have the right to post Notices of Nonresponsibility in or on the Premises as provided by law.

Any construction or alterations by LESSEE pursuant to this Agreement shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for

LESSEE or on its behalf and LESSEE shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations.

11. **SIGNS**: LESSEE shall not erect any signs in the Park without express written consent of COUNTY.

12. **UTILITIES AND SERVICES**: LESSEE agrees that any utilities constructed or placed on the Premises, either permanent or temporary in nature, after the effective date of this Agreement shall be subject to prior written consent by the Director of Parks.

If LESSEE'S utility or service requirements increase over the existing level of utility or service use as of the date the term commences, upon approval by the Director, LESSEE, at its expense, may install new utility or service on the Premises. Installation costs shall include not only the costs of installing utilities or services on the Premises, but also the cost of bringing such utilities or services to the Premises. If LESSEE is constructing or remodeling improvements and additional utility or service is required (i.e., wiring, plumbing, conduits, and mains) as a result of LESSEE'S changes or increased utility or service requirements, LESSEE shall pay on demand the public utility or service company(ies) the total costs of said utility and/or service.

COUNTY shall pay only the existing utilities and services used on the Premises at their level as of the execution of this Agreement, which consist of water, electrical, sewer, and trash.

13. **INDEMNIFICATION**: LESSEE shall defend, indemnify and save harmless the COUNTY, its officers, agents, employees and volunteers 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 provision hereof; including, but not limited to, any act or omission to act on the part of the LESSEE or his agents, tenants, licensees, invitees, or his agents, employees or other independent contractors directly responsible to him for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the COUNTY.

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

14. **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 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 [above] 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, agents, and employees shall be "Loss Payee" status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or Loss Payee 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 "Loss Payee" 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 non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

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 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.

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 Agreement, 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 the 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 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. LESSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

15. **REVENUES:** Any and all revenue generated by LESSEE from the Premises, including, but not limited to ticket sales, memberships, donations, gifts, benefits, and subleases shall be retained by LESSEE. LESSEE agrees that any and all revenues received by LESSEE shall be spent on the Premises and other expenses associated with LESSEE'S operations and activities.

16. **RECORDS:** LESSEE shall keep and maintain good and sufficient books and records which shall include: receipts, charges, credits, disbursements and any and all other transactions in connection therewith including federal, state and local tax returns; records of daily bank deposits of the entire receipts from transactions at or from the operation of the LESSEE; sales slips; daily dated cash register tapes; sales books; duplicated bank deposit slips; bank statements. Such books and records shall be separate from other business interests not a part of this Agreement. Such books and records shall be kept on or within 100 miles of the Premises and be available for the inspection of officers, employees and agents of the COUNTY at all reasonable times. Such records shall be maintained by LESSEE for the term of this Agreement.

17. **ANNUAL REPORT:** LESSEE shall provide COUNTY with an annual report on January 1 of each year during the term of this Agreement, which shall consist of LESSEE'S current Board of Directors with names, addresses, and telephone numbers; information regarding general operation and management of the Premises during the preceding year; and all information in regards to dates of special group events that may be planned for the up-coming year.

18. **NONDISCRIMINATION:** LESSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara County 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.

19. **WASTE:** No waste shall be committed on the property, nor shall any nuisance or other acts be committed that disturb the enjoyment of the general public, the Park, its visitors, COUNTY or any adjacent property owners.

20. **ACCESS BY COUNTY:** LESSEE shall permit COUNTY and its authorized agents, employees, and independent contractors to enter onto the Premises at all reasonable times

for the purpose of inspecting the Premises to determine whether LESSEE is complying with the terms of this Agreement, for the purpose of doing other lawful acts that may be necessary to protect the COUNTY'S interest in said Premises, and for the purpose of performing any duties and obligations on COUNTY'S part to be performed under this Agreement.

21. **POSSESSORY INTEREST TAXES:** LESSEE acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest. LESSEE covenants and agrees to pay all taxes, including possessory interest tax and assessments, which may be levied upon any of LESSEE'S interest in the land, improvements, fixtures, furniture, and other property owned by LESSEE and used in the exercise of LESSEE'S rights under this Agreement or levied by reason of LESSEE'S operations pursuant to this Agreement.

22. **REIMBURSEMENT OF FEES:** In no event shall COUNTY be responsible for reimbursement of any fees paid by LESSEE'S tenants, contractors, sublessees, licensees, invitees or guests.

23. **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 the Premises due to LESSEE'S use and occupancy, LESSEE shall clean the Premises and all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction thereover. 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, and 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.

24. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the leased Premises 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 the leased Premises 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.

COUNTY shall not manufacture or generate, nor allow others under its control to manufacture or generate hazardous wastes on the property. COUNTY shall notify LESSEE immediately in the event of any release or threatened release of any such wastes, substances or

materials. In the event that such wastes, substances, or materials are released upon the property by COUNTY or others under its control, LESSEE may terminate this Agreement. Upon termination of this Agreement by LESSEE, all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises.

25. **COMPLIANCE WITH THE LAW:** LESSEE and LESSEE'S sublessees, contractors, invitees or guests shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the property and Premises, now or hereafter in effect. In particular, LESSEE'S occupancy shall at all times be subject to County Park rules, regulations, and restrictions per Santa Barbara County Code, Chapter 26.

26. **NOTICES:** Any notice to be given to the parties, by another, shall be in writing and shall be served, either personally or by mail to the following:

COUNTY:	County of Santa Barbara Parks Department 610 Mission Canyon Rd. Santa Barbara, CA 93105 (805) 568-2461
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LESSEE:	Orcutt Babe Ruth League, Inc. Shody Lytle, President P.O. Box 2172 Orcutt, CA 93457 (805) 934-2281
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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 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, then the rights of LESSEE granted in 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. **BREACH:** In the event LESSEE violates any of the provisions herein and fails to remedy such violation within thirty (30) days after written notice thereof, in addition to any other rights COUNTY may be entitled to at law, COUNTY may terminate this Agreement and all rights of LESSEE hereunder and remove LESSEE from the leased area.



29. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

30. **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 Premises upon the failure of LESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and COUNTY'S exercise of its right to terminate.

31. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

32. **AGENCY DISCLOSURE:** LESSEE acknowledges that the General Services Department, Support 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.

33. **ABANDONMENT:** In the event of abandonment or non-use of the Premises by the LESSEE at any time, existing and extending over a continuous period of one (1) month, except during periods of off season, the Premises shall revert to the full control of the COUNTY and LESSEE agrees to surrender the Premises and this Agreement shall be of no further force and effect. If LESSEE shall abandon, vacate or surrender the Premises, LESSEE'S personal property left on the Premises thirty (30) days after vacation of the Premises shall be deemed abandoned, at the option of COUNTY.

34. **SURRENDER OF PREMISES:** Upon expiration or thirty (30) days after termination of the term of this Agreement, LESSEE shall vacate and surrender possession of the Premises to COUNTY. LESSEE shall surrender the Premises in good condition, except for ordinary wear and tear.

LESSEE shall remove all of its personal property within the above stated time. LESSEE shall perform all restoration made necessary by the removal of any alterations or LESSEE'S personal property within the time periods stated in this Section.

COUNTY may elect to retain or dispose of in any manner any alterations or LESSEE'S personal property that LESSEE does not remove from the Premises on expiration or termination of the term as allowed or required by this Agreement by giving at least thirty (30) days' notice to LESSEE. Title to any such alterations or LESSEE'S personal property that COUNTY elects to retain or dispose of on expiration of the thirty (30) day period shall vest in COUNTY. LESSEE waives all claims against COUNTY for any damage to alterations or LESSEE'S personal property. LESSEE shall be liable to COUNTY for COUNTY'S costs for storing, removing, and disposing of any alterations or LESSEE'S personal property.

If LESSEE fails to surrender the Premises to COUNTY on expiration or thirty (30) days after termination of the term as required by this Section, LESSEE shall hold COUNTY harmless from all damages resulting from LESSEE'S failure to surrender the Premises, including, without limitation, claims made by a succeeding lessee resulting from LESSEE'S failure to surrender the Premises.

35. **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.

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. **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 to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

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 a 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.

43. **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 organization into which LESSEE may be merged.

Project: Orcutt Babe Ruth League at  
Waller Park, SM  
APN: 111-230-050 (ptn)  
Folio No.: 002302  
Agent: CS

**IN WITNESS WHEREOF**, COUNTY and LESSEE have signed this Lease Agreement by the respective authorized officers as set forth below to be effective on the date executed by COUNTY.

“COUNTY”  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

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

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

“LESSEE”  
ORCUTT BABE RUTH LEAGUE, INC.

APPROVED:  
\_\_\_\_\_

\_\_\_\_\_  
Shody Lytle, President

Director of County Parks

\_\_\_\_\_  
Mary Brown, Secretary

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO FORM:  
ROBERT GEIS, C.P.A.  
AUDITOR-CONTROLLER

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

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

APPROVED:  
\_\_\_\_\_

APPROVED:  
\_\_\_\_\_

Ronn Carlentine, SR/WA  
Real Property Manager

Ray Aromatorio, ARM, AIC  
Risk Program Administrator