Project:

ADMHS Children's Program at

401 East Ocean Avenue, Lompoc

APN:

085-132-012

Folio:

003692

Agent:

ΑK

LEASE AGREEMENT

THIS 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

FRANK AND ALIDA FREDA, husband and wife, hereinafter referred to as "LESSOR,"

with reference to the following:

WHEREAS, LESSOR is the owner of the property and improvements commonly known as 401 East Ocean Avenue, Lompoc, CA (hereinafter "Property"), also known as Santa Barbara County Assessor Parcel Number 085-132-012, shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Property is improved with an approximately 4,993 square foot office building (hereinafter "Premises"), with surrounding grounds and a parking lot immediately adjacent to the Premises; and

WHEREAS, LESSOR and COUNTY desire to enter into this Lease Agreement (hereinafter "Agreement"), for the purpose of leasing the Property to COUNTY, to be used by COUNTY'S Alcohol, Drug, and Mental Health Services.

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

- 1. <u>ADMINISTRATION AND ENFORCEMENT</u>: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the General Services Department (hereinafter "Director"), or designee.
- 2. <u>LEASED PREMISES</u>: LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR, the Property, including the approximately 4,993 square foot office building (the Premises), with surrounding grounds and a parking lot immediately adjacent to the Premises, all shown on Exhibit "B", attached hereto and incorporated herein by reference. Prior to commencement of this Agreement and COUNTY'S obligation to pay rent hereunder, LESSOR shall complete the tenant improvements to the Premises pursuant to Section 11, <u>TENANT</u>

<u>IMPROVEMENTS</u> herein, as shown on the Approved Floor Plan on Exhibit "C" attached hereto and incorporated herein by reference (hereinafter, "LESSOR's Work").

- 3. **PARKING:** COUNTY shall have exclusive use of all parking spaces on the Property. LESSOR shall be responsible for all maintenance and repair of the parking lot and landscaping.
- 4. <u>TERM</u>: The term of this Agreement shall be for a period of approximately FIVE (5) years, commencing on the date LESSOR provides notice that the LESSOR's Work has been completed and a Certificate of Occupancy has been issued by the City of Lompoc (hereinafter "Commencement Date"), and terminating June 30, 2019, subject to such provisions for extension and termination as described herein. LESSOR shall evidence the actual Commencement Date by written notice to COUNTY, with a copy of the Certificate of Occupancy.
- a) The "Target Commencement Date" for the term of this Agreement shall be July 1, 2014. Notwithstanding, the term of this Agreement shall actually commence upon the satisfaction of all of the following conditions for occupancy, but in no event shall the Commencement Date precede the Target Commencement Date:
- i. LESSOR has completed LESSOR's Work pursuant to Section 11, <u>TENANT IMPROVEMENTS</u> herein; and
- ii. The City of Lompoc, in its role as building code inspector, has made its final inspection and signed the final building permit (as approved by COUNTY), and issued a Certificate of Occupancy, or comparable determination, for the Premises; and
- iii. LESSOR has given COUNTY notice that a Certificate of Occupancy has been issued and the Premises are available for occupancy; and
- iv. COUNTY has provided written acceptance of the Premises for occupancy, which acceptance shall not be unreasonably delayed, conditioned or withheld.
- b) If the conditions for occupancy have not been satisfied on or before ninety (90) days following the Target Commencement Date, COUNTY may terminate this Agreement by providing written notice thereof to LESSOR. In such case, this Agreement shall terminate and no party shall have any further liability or obligation to the other. COUNTY's right to terminate under this paragraph shall lapse if COUNTY does not terminate and LESSOR subsequently satisfies all of the conditions to commence the Agreement set forth herein.
- 5. **OPTIONS TO EXTEND:** Provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY is hereby granted two (2) consecutive 5-year options to extend this Agreement from and after the expiration of the then-current term, as follows:

Extension One, 5 years

July 1, 2019 through June 30, 2024.

Extension Two, 5 years

July 1, 2024 through June 30, 2029.

COUNTY may exercise its option to renew by providing written notice to LESSOR at least thirty (30) days prior to expiration of the Term. Such notice may be provided by the Director, or designee.

6. **RENT:** The monthly base rent for the first year of this Agreement shall be FIVE THOUSAND DOLLARS, (\$5,000), based on approximately \$1.00 per square foot, per month. Rent shall begin to accrue on the Commencement Date, and shall become due and payable, in advance, on or before the first day of each calendar month of the Term and any extended term. The rent due for any period which is for less than one (1) calendar month shall be prorated based upon a thirty

(30) day month. On July 1, 2015, and each subsequent July 1st of each year of the term, rent shall be subject to a 3% increase.

In the event rent is not received by LESSOR within five business days after rent payment is due, LESSOR shall provide written notice to COUNTY. Upon receipt of such written notice, COUNTY shall pay rent within 10 days or COUNTY shall pay a 10% late charge on the outstanding amount.

- 7. <u>UTILITIES AND JANITORIAL SERVICES</u>: COUNTY shall be responsible for payment of all utilities serving the Property and Premises including water, sewer, trash and recycle services, electricity, gas, and data and telephone services and shall pay all charges when due. Additionally, COUNTY shall arrange and pay for any janitorial services to the Premises.
- 8. **HOLDING OVER:** Should COUNTY occupy the Premises after expiration of this Agreement, with the consent of LESSOR expressed or implied, such possession shall be construed to be a tenancy from month-to-month and COUNTY shall pay LESSOR for such tenancy at the monthly rate in effect on the expiration date. This month-to-month tenancy may be terminated upon thirty (30) days written notice by LESSOR or COUNTY given at any time during the month.
- 9. COUNTY'S USE/RIGHT TO SUBLEASE: COUNTY shall use and occupy the Premises only for COUNTY's Alcohol, Drug and Mental Health Services or other related COUNTY business or services, or any other legal use which is reasonably comparable thereto, and for no other purpose. COUNTY shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, or waste. COUNTY, at its sole discretion and without further approval shall have the right to sublease space within the Premises to governmental and other agencies which provide services to the public provided COUNTY gives notice to LESSOR of any such sublease along with copies thereof. Said subleases (if any) shall be subject to the terms and conditions of this Agreement. Other than the foregoing, COUNTY shall not assign this Agreement or sublet the Premises or any portion thereof without the consent of LESSOR, which consent shall not be unreasonably withheld.
- 10. **NONAPPROPRIATION:** LESSOR understands that monies paid to LESSOR by COUNTY as rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this Agreement during the Term or any extended term in the event that such curtailment, reduction, or cancellation occurs, provided that COUNTY has used its best efforts to obtain appropriations to fulfill its obligations under this Agreement. Termination shall be effective upon the expiration of six (6) calendar months after the termination notice is delivered by COUNTY to LESSOR, and the liability of the parties hereunder for further performance under the terms of the Agreement, except as otherwise set forth in this Section and in Section 21, <u>INDEMNIFICATION</u>, herein below, shall thereupon cease, but neither party shall be relieved of their duty to perform their obligations up to the date of termination or that are intended to survive the termination.

In the event COUNTY exercises this NONAPPROPRIATION clause within the initial term of this Agreement, COUNTY will reimburse LESSOR the remaining unamortized actual costs of the LESSOR's WORK and other tenant improvements provided by LESSOR. COUNTY shall pay such amount on the date it vacates the Premises, however, no payment shall be due or owing if the initial Term expires and COUNTY chooses not to exercise its option to extend the Term.

11. TENANT IMPROVEMENTS:

- a) <u>LESSOR's Work.</u> LESSOR shall complete the LESSOR's Work prior to the Commencement Date of this Agreement according to the plans, drawings, or specifications attached hereto as Exhibit "C" that have been approved and signed by LESSOR and the Director of Alcohol, Drug and Mental Health Services on behalf of COUNTY (hereinafter "Approved Plans"). LESSOR shall pay the cost for LESSOR's Work as set forth in the Approved Plans. COUNTY shall amortize the cost for LESSOR's Work in the amount not to exceed \$30,000 over the initial five year term, plus 3% interest, to be paid in advance, on or before the first day of each month, and paid concurrently with the base rent. In the event the cost of LESSOR's Work exceeds \$30,000, COUNTY shall have no obligation to reimburse LESSOR for the remaining balance.
- b) <u>Approved COUNTY Installations</u>. Under the supervision of LESSOR, LESSOR authorizes COUNTY to pay for and install floor coverings and baseboards to the Premises, along with voice and data communication systems as further described below.
- c) <u>ADA Compliance</u>. All tenant improvements must comply with the Americans With Disabilities Act (ADA) requirements, and must conform to: (1) Approved Floor Plans; (2) the City of Lompoc Building Code; and (3) any permit(s) issued by the City of Lompoc or other applicable regulatory agency.
- d) <u>County's Communication System</u>. COUNTY shall independently contract to install and maintain voice and data communication systems within the Premises to COUNTY standards. COUNTY shall pay the cost of all equipment, installation, maintenance, and monthly charges for said internal systems. All voice and data communication equipment and wiring installed by COUNTY shall be the property of COUNTY.

e) Occupancy.

- i. LESSOR shall give COUNTY written notice of the completion (Completion Notice) of the LESSOR Work on or before the date the Premises are ready for occupancy. The notice shall state that the applicable improvements have been completed by the date in the notice, and that the City of Lompoc has issued a Certificate of Occupancy or the city building inspector has signed off on final inspection of the tenant improvements.
- ii. At such time that LESSOR has substantially completed the LESSOR Work and prior to the delivery of the Completion Notice, LESSOR shall provide COUNTY with notice thereof and COUNTY shall have five (5) working days to inspect the tenant improvements and approve or disapprove such improvements, which approval shall not be unreasonably withheld. In the event that the Director disapproves any tenant improvement, LESSOR shall be given written notice of the reason for such disapproval and LESSOR shall promptly correct such defect and the Director shall promptly re-inspect. If the COUNTY does not respond within five days, COUNTY shall be deemed to have accepted the LESSOR's Work.
- f) Ownership of Tenant Improvements. Upon termination of this Agreement and/or vacation of the Premises by COUNTY, all tenant improvements and alterations made by LESSOR in accordance with the provisions of this Agreement shall remain the property of the LESSOR and COUNTY shall relinquish possession with all such improvements in good condition and repair with only normal wear and tear.
- 12. **FIXTURES:** The parties agree that all improvements to, or fixtures on, the Premises, made or added by either party, except trade fixtures added by COUNTY that may be removed as hereinafter provided, shall be and become the property of LESSOR upon their being affixed or added to the Premises. Upon expiration or termination of this Agreement, COUNTY may remove

such trade fixtures as it shall have affixed or added to the Premises (if any) at its expense which may be removed without damage to the Premises.

13. <u>ALTERATIONS</u>: COUNTY agrees that, after occupancy, no alterations, improvements, or any construction within the Premises will be made without the prior written consent of the LESSOR which consent shall not be unreasonably withheld provided the alteration or improvement is consistent with the design and long term use of the Property. LESSOR reserves the right to post notices of non-responsibility on the Premises.

In the event COUNTY desires alterations or improvements made to the Premises, LESSOR shall have the option to make the alterations or improvements or grant COUNTY the right to make the alterations or improvements under LESSOR'S direction. If LESSOR consents to making the alternations or improvements, LESSOR shall provide a price and timetable for all such work requested. Approval by COUNTY of the requested work may be granted by the Director. In the event LESSOR undertakes the alteration, LESSOR shall, to the extent required by law, comply with all provisions of public contract law, and Section 29, <u>PREVAILING WAGE RATES</u>, hereof. Payment by COUNTY for alterations shall be made within thirty (30) days following COUNTY'S inspection and acceptance of the alteration.

- 14. <u>SIGNS</u>: LESSOR shall allow COUNTY to install reasonable signage on the Property and Premises, at COUNTY'S sole cost and expense provided such signage complies with all applicable city and county requirements. COUNTY shall remove all signage at its sole cost and expense upon termination of this Agreement.
- 15. **PROPERTY SUPPLIED BY COUNTY:** It is understood and agreed that COUNTY may install additional equipment and systems, such as, but not limited to: security, water purification, data, and telephones, as well as using and installing lateral files that are required to be installed with anchors into the building walls in order to comply with safety standards. COUNTY shall pay the cost of all equipment, installation, maintenance, and monthly charges for such internal systems. All such equipment and systems shall remain the property of COUNTY and shall be removed by COUNTY upon termination of this Agreement. COUNTY shall restore all walls to their condition at occupancy, reasonable wear and tear excepted.

16. MAINTENANCE AND REPAIR:

- a) One Year Warranty. Beginning on the Commencement Date and running for one (1) year thereafter, LESSOR shall warranty the condition of the Premises, including but not limited to all pre-existing conditions and all of LESSOR's Work pursuant to this Agreement, against all defects in labor and materials and shall promptly, upon notice from COUNTY, remedy any defects. LESSOR shall not, however, be required to remedy damage caused by misuse, negligence or misconduct of COUNTY, its agents, officers, employees, or clients or to the extent that COUNTY modifies or alters any system, fixture or equipment.
- b) <u>Shared Maintenance and Repair</u>. Upon the expiration of such warranty, LESSOR and COUNTY agree to perform maintenance and repair to the Premises and appurtenances as follows:
- i. <u>LESSOR'S Responsibilities</u>: Throughout the term of this Agreement, LESSOR shall maintain all mains, wires (other than wiring installed by COUNTY), and cables to the Premises. LESSOR will contract and pay all charges for maintenance of the heating, ventilation and air conditioning equipment (HVAC), the roof and structural elements of the Property as well

as all plumbing, electricity and utility systems, all exterior surfaces, landscaped areas and parking lot (COUNTY shall maintain and repair all wiring and cabling installed by COUNTY). LESSOR shall retain qualified service providers to perform regular maintenance on such systems as LESSOR reasonably determines to be necessary or appropriate to maintain the Property in good condition and repair.

LESSOR shall keep the Premises in good order and repair as LESSOR'S responsibilities are set forth herein. LESSOR shall, upon receipt of notice from COUNTY that maintenance or repair work is required, perform or cause to be performed such maintenance, and repair work in a competent, expeditious, and workman-like manner and in such a way as to cause the least inconvenience and disruption to COUNTY as may be commercially practicable.

LESSOR shall have ten (10) days after notice from COUNTY to make repairs and/or provide maintenance pursuant to this Section, except that LESSOR shall make repairs within one (1) workday if the nature of the problem presents a hazard or emergency. If LESSOR does not make repairs within the time limits specified, COUNTY may make such repairs and LESSOR shall reimburse COUNTY for the cost thereof.

- ii. <u>COUNTY'S Responsibilities</u>: COUNTY, through its Alcohol, Drug and Mental Health Services shall, at its sole cost and expense, keep and maintain in good condition and repair all exterior signs, and all interior portions of the Premises, including replacement of light bulbs, coded entry and security systems, stoppages in sinks and toilets, plate glass, display windows and glass doors. COUNTY shall repair any damage caused by negligent acts or omissions of COUNTY or its employees, agents, invites or contractors within a reasonable period of time after the occurrence or in any case within thirty (30) days after receipt of notice from LESSOR. Upon termination or expiration of this Agreement, COUNTY will return the Premises to LESSOR, with those items in good order, reasonable wear and tear excepted.
- 17. <u>AMENDMENTS</u>: This Agreement may be amended by written consent of both parties. Said amendments, once fully executed, shall be binding upon heirs, successors, and assigns of all parties hereto.
- 18. **NONDISCRIMINATION:** LESSOR and COUNTY in their respective operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or COUNTY ordinance.

Noncompliance with provisions of this article shall constitute a material breach hereof 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 therefor.

- 19. **QUIET ENJOYMENT:** LESSOR covenants that COUNTY, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Premises. LESSOR further covenants that it will not deliberately interfere or permit others acting subsequently through or under LESSOR to deliberately interfere with COUNTY'S peaceful possession or use of the Premises.
- 20. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

COUNTY:

County of Santa Barbara

Alcohol, Drug and Mental Health Services Admin.

300 N. San Antonio Road, Bldg. 3

Santa Barbara, CA 93110 Attn: Facilities Manager

(805) 681-4401

with a copy to:

County of Santa Barbara

General Services Dept./Support Services Div. 1105 Santa Barbara St., 2nd Floor, East Wing

Santa Barbara, CA 93101 Attn: Real Property Manager

LESSOR:

Frank Freda and Alida Freda

345 Ridgecrest Drive Santa Barbara, CA 93108

(805) 969-7500

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States postage prepaid certified mail, overnight courier, email if receipt is confirmed or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, or in the case of email, the date receipt is confirmed, shall constitute the date of service.

- 21. **INDEMNIFICATION:** LESSOR shall defend, indemnify, and save harmless 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 LESSOR, his agents, employees, or independent contractors.
- 22. <u>LESSOR'S INSURANCE OBLIGATION</u>: LESSOR shall maintain adequate property insurance for the Property and the Premises throughout this Agreement.
- 23. <u>COUNTY SELF-INSURANCE PROGRAM</u>: COUNTY is self-insured for General and Automobile Liability Insurance. Upon request, documentation will be provided to LESSOR evidencing the \$500,000 self-insured retention by COUNTY and the remaining coverage evidenced by a Certificate of Insurance for Excess Liability Coverage up to \$1,000,000.

COUNTY shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy.

24. **DEFAULT**: Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, then this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably

take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

- 25. **REMEDIES**: In the event of a default or breach by either party, the non-defaulting party may exercise any right or remedy at law or in equity which such non-defaulting party may have by reason of such default or breach including but not limited to the following:
- a) The non-defaulting party may waive the default or breach in accordance with Section 26, WAIVER, herein below.
- b) The non-defaulting 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 COUNTY is the non-defaulting party, COUNTY may terminate this Agreement and surrender possession.
 - d) Where LESSOR is the non-defaulting party, LESSOR may terminate this Agreement.
- e) In the event of termination by either party, the rights and obligations of the parties shall cease and terminate.
- 26. **WAIVER**: It is further understood and agreed that any waiver, express or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach or any other provision of this Agreement.
- 27. **TERMINATION:** This Agreement shall terminate and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to LESSOR, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:
 - a) At the expiration of the term as provided in Section 4, <u>TERM</u>;
 - b) Upon termination of funding as stated in Section 10, NONAPPROPRIATION;
- c) Upon discrimination by LESSOR in violation of Section 18, NONDISCRIMINATION;
- d) Upon the failure of either party 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 24, DEFAULT; or
- e) Upon the total destruction of the Premises, as provided in Section 30, DESTRUCTION OF THE PREMISES.
- 28. **ABANDONMENT:** COUNTY shall not vacate or abandon the Premises at any time during the term of this Agreement and if COUNTY shall abandon, vacate, or surrender said Premises, any personal property belonging to COUNTY and left on the Premises more than thirty (30) days after termination of this Agreement shall be deemed abandoned, at the option of the LESSOR.
- 29. **PREVAILING WAGE RATES:** Rates of Wages, including overtime, holiday and Sunday rates provided for construction work on the Premises as requested by, or completed on behalf of, COUNTY may be subject to California Labor Code, Sections 1770 et. seq., as amended. If so required, LESSOR shall, if it hires any employees after the Commencement Date of this Agreement to work at the Property, pay no less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the General Services Department.

30. **DESTRUCTION OF THE PREMISES:** If the Premises are totally destroyed by fire or any other cause, this Agreement, at the option of COUNTY, shall terminate.

If a loss renders any portion of the Premises unusable, COUNTY may choose to remain or may terminate this Agreement by written notice to LESSOR. Should COUNTY choose to remain, LESSOR shall promptly repair the Premises within ninety (90) days of the casualty.

If COUNTY remains in possession of the Premises despite partial destruction, the rent provided in this Agreement shall be reduced by the same percentage that usable floor space has been reduced until the destroyed portion is rebuilt to its condition prior to the casualty.

- 31. OBLIGATIONS TO SECURED LENDER/FORECLOSURE: In case of a foreclosure or other proceeding by which the lender or its successor takes title to the Premises, COUNTY will accept the lender or its successor as the lawful landlord in place of LESSOR. COUNTY shall provide such estoppel or attornment certificates as the lender, or successor, may require, without subordination of this Agreement.
- 32. **CAPTIONS:** The title on 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.
- 33. **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.
- 34. <u>SUCCESSORS IN INTEREST</u>: This Agreement shall bind and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns.
- 35. **SUPERVISOR APPROVAL:** COUNTY'S and LESSOR'S obligations hereunder are expressly contingent upon the formal approval of this Agreement by the Santa Barbara County Board of Supervisors.
- 36. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts 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.
- 37. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents or electronically 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; however, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by COUNTY.

38. <u>CERTIFICATION OF SIGNATORY</u>: 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 LESSOR to its terms and conditions or to carry out duties contemplated herein.

Project:

ADMHS Children's Program at

401 East Ocean Avenue, Lompoc

APN:

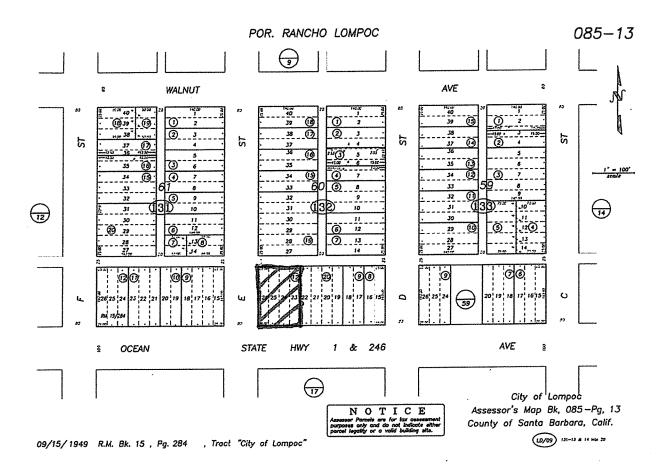
085-132-012

Folio: Agent: 003692 AK

IN WITNESS WHEREOF, COUNTY and LESSOR have executed this Agreement to be effective on the date executed by COUNTY.

	"COUNTY" COUNTY OF SANTA BARBARA
ATTEST: MONA MIYASATO CLERK OF THE BOARD	Supervisor Steve Lavagnino Chair, Board of Supervisors
By: Deputy Clerk	Date:
"LESSOR" FRANK FREDA AND ALIDA FREDA Husband and wife	
APPROVED:	APPROVED:
Takashi Wada, MD, MPH ADMHS Interim Director	Matthew P. Pontes Director of General Services
APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL	APPROVED AS TO FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Kevin E. Ready, Sr. Senior Deputy County Counsel	By:
APPROVED:	APPROVED:
Don Grady, Esq. Real Property Manager	Ray Aromatorio, A.R.M., A.I.C. Risk Manager

Exhibit "A"



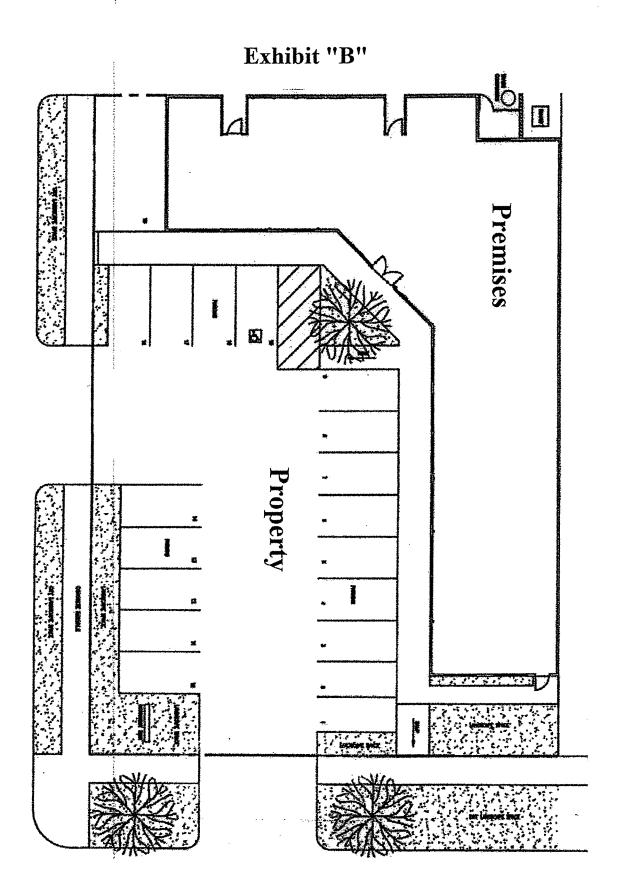


Exhibit "C" Approved Plan

