

**SANTA BARBARA COUNTY  
AGENDA BOARD LETTER**



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

Agenda Number:

Prepared on: **February 25, 2005**  
Department: **General Services**  
Department No.: **063**  
Agenda Date: **March 15, 2005**  
Placement: **Administrative**  
Estimate Time:  
Continued Item: **NO**  
If Yes, date from:

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**TO:** Board of Supervisors

**FROM:** Ron Cortez, Director  
General Services Department

**STAFF CONTACT:** Connie Smith, Agent (568-3097)  
Real Estate Services Office

**SUBJECT:** Amendment #1: Sublease of Hanger G-7 at Santa Ynez Airport  
Real Estate Services Project: 003271  
Third Supervisorial District

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**Recommendation(s):**

That the Board of Supervisors execute the First Amendment to Sublease Agreement between the County of Santa Barbara and John J. Peyton, Trustee of the John J. Peyton Revocable Trust created March 20, 2003, for the County's use of Hangar G-7 at the Santa Ynez Airport. This Amendment will extend the term for a period of one (1) year, commencing April 1, 2005 and terminating March 31, 2006, with two (2) renewal options of 1 year each for a total of 3 years at a monthly rental amount of \$3,494.26 for the initial year of the extended term. All other terms and conditions of the original Sublease Agreement dated April 4, 2000, remain in effect.

**Alignment with Board Strategic Plan:**

The recommendation(s) are primarily aligned with Goal No. 1. An Efficient Government Able to Respond Effectively to the Needs of the Community and with actions required by law or by routine business necessity.

**Executive Summary and Discussion:**

On April 4, 2000, the Board approved a sublease for hangar G-7 at the Santa Ynez Airport. Hangar G-7 is approximately 9,920 square feet and is used to house the Sheriff and Fire Department aircraft and personnel. The monthly rent is split equally between the Sheriff and Fire Departments. Since acquiring the hangar, the

Subject: First Amendment to Sublease Agreement for Hangar G-7 at Santa Ynez Airport; Third Supervisorial District  
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Sheriff and Fire Departments have improved it with an office and bathroom at their expense. The departments have created a comfortable working environment for their Aviation and Air Operations staffs. The original term expires on March 31, 2005. Your Board's approval of this Amendment will enable the departments' staff to continue use of the hangar for up to an additional 3 years.

**Mandates and Service Levels:**

No change in programs or service levels.

**Fiscal and Facilities Impacts:**

The monthly rent will be shared equally between the Sheriff and Fire Departments and paid from Account 7580, Program 1038, Org. Unit 6044, Area 5034, Activity 4024.

**Special Instructions:**

After Board action, distribute as follows:

- |                       |                                                                                              |
|-----------------------|----------------------------------------------------------------------------------------------|
| 1. Original Document  | - Board's Official File                                                                      |
| 2. Duplicate Original | - Attn: Connie Smith, Real Estate Services Office,<br>Courthouse 2 <sup>nd</sup> Floor Annex |

**NOTE:** Facilities Services will make copies of the executed amendment and the Minute Order for Sheriff, Fire and our files, and will deliver the duplicate original to the sublessor.

Project: Amendment #1: Sheriff/Fire  
Hangar (G-7) Sublease, SYZ  
Folio: 003271  
APN: 141-440-005 (Portion)  
Agent: CS

**FIRST AMENDMENT TO SUBLEASE AGREEMENT**

**THIS FIRST AMENDMENT TO SUBLEASE 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

JOHN J. PEYTON, an individual, hereinafter  
referred to as "SUBLESSOR,"

with reference to the following:

**WHEREAS**, COUNTY and SUBLESSOR entered into a Sublease Agreement on April 4, 2000, for COUNTY'S use of a portion of that certain real property located at 900 Airport Road, Santa Ynez, California, Assessor's Parcel No. 141-220-005 (hereinafter "Property"), including Hangar G-7, which consists of approximately 6,800 square feet (hereafter "Premises"); and

**WHEREAS**, SUBLESSOR transferred and assigned all right, title and interest in the Premises to the JOHN J. PEYTON REVOCABLE TRUST created on March 20, 2003, a copy of which has been delivered to and is filed with the General Services Department/Facilities Services Division/Real Estate Services Section; and

**WHEREAS**, the parties agree that COUNTY be granted a one (1) year term and two (2) renewal options of one- (1) year each to extend this Sublease Agreement from and after the expiration date of the original term March 31, 2005, and recognize the new vesting in the Premises as JOHN J. PEYTON, TRUSTEE OF THE JOHN J. PEYTON REVOCABLE TRUST CREATED ON MARCH 20, 2003; and

**WHEREAS**, the parties desire to amend Section 4, TERM, to reflect the new term of one (1) year and Section 5, EXTENSION AND RENEWAL OF LEASE, to reflect the two (2) options to extend.

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

1. Section 4, TERM, is hereby deleted in its entirety and shall be replaced to read as follows:

“4. **TERM**: The term of this Agreement shall be for a period of one (1) year, commencing on April 1, 2005, and terminating on March 31, 2006, unless sooner terminated as hereinafter provided.”

2. Section 5. EXTENSION AND RENEWAL OF LEASE, is hereby deleted in its entirety and shall be replaced to read as follows:

“5. **EXTENSION AND RENEWAL**: In the event this Sublease has not otherwise been terminated and COUNTY is in good standing at the end of the above-referenced term, such term may be extended for two (2) additional terms of one (1) year each upon mutual agreement of COUNTY and SUBLESSOR.

The extension periods shall be as follows:

Extension Period One, 1 year	April 1, 2006 through March 31, 2007
Extension Period Two, 1 year	April 1, 2007 through March 31, 2008

COUNTY, through its Sheriff’s Department, may exercise said options by providing written notice to SUBLESSOR at least one hundred eighty (180) days prior to the expiration of the then-current term. In the event alternate space becomes available for COUNTY’S use, COUNTY shall have the right to terminate this Sublease upon one hundred eighty (180) days written notice to SUBLESSOR. Said notice shall be delivered for COUNTY through its Sheriff’s Department.

3. It is understood and recognized that SUBLESSOR, John J. Peyton, an individual, has transferred and assigned all right, title and interest in the Premises and therefore the Sublease Agreement is hereby amended to show that SUBLESSOR is JOHN J. PEYTON, TRUSTEE OF THE JOHN J. PEYTON REVOCABLE TRUST CREATED ON MARCH 20, 2003, and wherever reference is made to JOHN J. PEYTON, it shall hereinafter be referred to as JOHN J. PEYTON, TRUSTEE OF THE JOHN J. PEYTON REVOCABLE TRUST CREATED ON MARCH 20, 2003.

4. It is expressly understood that in all other respects, said terms and conditions of the original Sublease Agreement dated April 4, 2000, shall be in full force and effect.

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Project: Amendment #1: Sheriff/Fire  
Hangar (G-7) Sublease, SYZ  
Folio: 003271  
APN: 141-440-005 (Portion)  
Agent: CS

**IN WITNESS WHEREOF**, COUNTY and SUBLESSOR have executed this First Amendment to Sublease Agreement to be effective April 1, 2005.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

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

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

"SUBLESSOR"  
JOHN J. PEYTON, TRUSTEE OF THE  
JOHN J. PEYTON REVOCABLE TRUST  
CREATED MARCH 20, 2003

\_\_\_\_\_

SHERIFF:

FIRE:

\_\_\_\_\_  
Jim Anderson, Sheriff

\_\_\_\_\_  
John M. Scherrei, Fire Chief

APPROVED AS TO FORM:  
STEVEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED:

APPROVED AS TO INSURANCE FORM:

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

By: \_\_\_\_\_  
Stephen D. Underwood  
Chief Assistant County Counsel