

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 071-020-017, 071-020-009  
County: Santa Barbara

### LEASE PRC 1431.9

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions
Exhibit A	Location and Site Map

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### SECTION 1

#### BASIC PROVISIONS

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to the **County of Santa Barbara**, hereinafter referred to as Lessee, those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

**MAILING ADDRESS:** 610 Mission Canyon Road  
Santa Barbara, CA 93105

**LEASE TYPE:** General Lease – Public Agency and Protective Structure Use

**LAND TYPE:** Sovereign

**LOCATION:** Pacific Ocean, Santa Barbara County

**LAND USE OR PURPOSE:** Use, operation and maintenance of a public recreational park, beach facilities, and protective structures.

**TERM:** 25 years, beginning June 24, 2008; ending June 23, 2033, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** As specified in Section 2, Paragraph 1 and subject to Section 4, Paragraph 2 General Provisions

**AUTHORIZED IMPROVEMENTS:**

- Parcel 1 – Existing and Emergency Rock Riprap Revetments;
- Parcel 2 – Existing Rock Riprap Revetments, Portion of a Restaurant Building, Public Restroom Building, Parking Area, Observation Platform;
- Parcel 3 – Public Recreational Pier and Appurtenances Thereto, Including Small Boat Access Area, Boat Hoist, Restrooms; and
- Parcel 4 – Park Access Bridge

**LIABILITY INSURANCE:** N/A

**SURETY BOND OR OTHER SECURITY:** N/A

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**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:**

**1. Consideration:**

- a. The consideration for granting this Lease to the Lessee is the use, benefit, health and safety that is provided to the public. However, for any annual reporting period, if the amount of annual gross income, as described in Paragraph 1(d)(i) below, derived from activities on the Lease Premises exceeds expenses, as described in Paragraph 1(d)(ii) for operation and maintenance of the same, Lessee shall pay Lessor rent as outlined in Paragraph 1(b) below.
- b. If Lessor in its sole discretion determines that there is no longer a use and benefit to the public provided by the Lessee's activities on the Lease Premises, Lessee shall pay an annual rent in the amount of five percent of the annual gross income, as described in Paragraph 1(d)(i), generated by all activities on the Lease Premises subject to Section 4, Paragraph 2 of this

Lease. In the event Lessor sets the monetary rent for any portion of the Lease Premises, no monetary rent will become effective unless Lessee is given a written 60-day notice prior to the effective date.

d. For purposes of this Lease "Gross Income" and "Expenses" are defined as follows:

- i. "Gross Income" shall include all income from operations and activities conducted on or over the Lease Premises, but shall not include any tax payable federal, state, county or municipal governments as a direct result of operations under this Lease, provided that these taxes are clearly segregated and identified in Lessee's books and records.
- ii. "Expenses" shall include Lessee's direct and indirect costs related to the operation, maintenance and repair of all improvements authorized under the Lease, including administrative expenses, payment of bond and loan obligations, as determined under the Lessee's accounting system. All such indirect costs shall only be attributable to the operation, maintenance, and repair of the Lease Premises. For purposes of this paragraph, expenses for the operation, maintenance and repair of the rock riprap revetments identified as Parcel 1 and the rock riprap revetments identified within Parcel 2, of Section 1 (Authorized Improvements), shall not be considered "Expenses".
- iii. Regarding the restaurant building, it is agreed by the Lessee and Lessor that for leasing purposes, the State's boundary is located in the vicinity of a corner of the existing restaurant building with a deck, as shown on Exhibit A. It is further agreed by the parties that for rental purposes only, the gross income and expenses generated from the restaurant building is not considered to be generated on the Lease Premises. However, Lessor reserves the right to charge rent in the amount provided in Paragraph 1 should the extent and location of the State's interest be determined.

## 2. Annual Report:

- a. Lessee shall provide Lessor with an annual report describing all operations and activities on the Lease Premises for the prior year and report whether or not expenses, as described in Paragraph 1(d)(ii), for the operation and maintenance of the Lease Premises have exceeded the annual gross income, as described in Paragraph 1(d)(i), generated thereon. The annual report shall be due on or before September 30 of each year and shall be accompanied by an Annual Gross Income and Expense Statement. The annual report shall cover operations for the prior year period from July 1 to June 30.
- b. Lessee shall maintain books and records of all financial transactions relating to the Leased Premises in accordance with generally accepted accounting principles. These records shall be supported by source documents such as agreements with renters, copies of invoices, receipts, and other pertinent documents. If requested by the State, *to the extent necessary*, the Lessee shall allow representatives of the State Lands Commission to examine copies of those portions of Lessee's or sublessee's Federal and State Income Tax Returns, and Board of Equalization Tax Returns relating to activities conducted on the Lease Premises in order to corroborate information shown on reports to the State Lands Commission.
- c. All annual reports submitted to the Lessor are subject to audit and revision by the Lessor and Lessor may inspect all of Lessee's and sublessee's books, records, and documents

relating to the operation of the Lease Premises at all reasonable times *and with reasonable notice*. Any statutory or other rights that the Lessee may have to object to such inspection by the State Lands Commission are hereby waived.

**3. Trust Fund:**

The Lessee shall establish a separate trust fund or funds for the deposit of all revenues generated on the Lease Premises. Any money remaining in the trust fund or funds, at the termination or expiration of this Lease shall be transferred to the Lessor within 90 days after said termination or expiration.

**4. Existing Pier Sublease:**

This Lease acknowledges the existing pier sublease between the Lessee and the California Department of Fish and Game, acting through its agent, the Wildlife Conservation Board, with an effective date of December 28, 1979, as amended on August 19, 1999, and to expire on August 19, 2019. Such sublease is for the purpose of a cost sharing agreement that financed pier improvements. Lessee shall notify Lessor within 30 days of any subsequent amendment, renewal, or termination of the sublease, and shall provide a copy of all proposed amendments or renewals of the sublease to Lessor for review prior to approval by the Lessee.

**5. Additional Uses and Improvements:**

Lessee shall not operate any additional commercial concessions or grant any sublease on the Lease Premises without prior written authorization of the Lessor. Lessee shall not add or permit any additional improvements to be placed on the lease premises without the prior written consent of the Lessor.

**6. Termination of Existing Lease:**

By execution of this Lease, Lessee surrenders all of its right, title and interest to Lease No. PRC 7343.9 lease with Lessor with a beginning date of October 1, 1989 with a term of 20 years. Execution of this Lease by the parties hereto will terminate Lease No. PRC 7343.9 and all improvements previously authorized under such Lease are now subject to the terms, provisions, and conditions of this Lease.

**7. Retention of Emergency Rock Riprap:**

Retention of the existing emergency rock riprap revetment shown in Parcel #1 of Exhibit A is subject to the approval of the California Coastal Commission (CCC). Such revetment was authorized under emergency Coastal Development Permits (CDPs) 4-02-251 and 4-05-005-G, which have expired. Lessee is in the process of seeking further authorization from the CCC for ongoing retention or eventual removal of the emergency revetment. Lessee shall notify Lessor within 30 days of final CCC action regarding such revetment. Any long term retention of such revetment authorized under a CDP with a period of less than the term of this Lease, or any subsequent removal, will require additional approval by the Lessor, which approval shall not be unreasonably withheld.

**8. Refuse Containers:**

Lessee shall provide containers on or immediately adjacent to the Lease Premises to receive trash, refuse, and recyclable materials. Containers shall be located so as to be conveniently used by members of the public and shall be of sufficient size and number to contain trash, refuse, and recyclable materials generated on the Lease Premises. The containers shall be covered and emptied regularly enough to prevent them from overflowing or creating unhealthful, unsightly or

unsanitary conditions. The contents of the containers shall be disposed of by Lessee or others acting pursuant to Lessee's direction at authorized landfills or other garbage and recycling reception areas as provided under law applicable at the time of collection.

9. The Lessee hereby agrees that any signs or other types of printed notices installed shall contain and reasonably display a statement to the effect that the State Lands Commission has contributed the lands underlying the Lease Premises.
  
10. The State of California's sovereign ownership claim of the lands underlying the Pacific Ocean extends to the ordinary high water mark. The description in Section 3 contained herein is not to be deemed an admission by Lessor or Lessee as to the boundary between private and State-owned lands, and shall be for the sole purpose of describing the Lease Premises herein. Nothing in Section 3 or any portion of this Lease shall be deemed to enlarge or decrease the original jurisdiction of either the County of Santa Barbara or the California Coastal Commission with regard to permitting improvements in the Lease Premises, which shall be determined by those agencies.
  
11. Lessee acknowledges and agrees:
  - a. The site may be subject to hazards from natural geophysical phenomena including, but not limited to waves, storm waves, tsunamis, earthquakes, flooding, and erosion.
  
  - b. To assume the risks to the Lessee and to the property that is the subject of this Lease and any Coastal Development Permit (CDP) issued for development on the leased property of injury and damage from such hazards in connection with the permitted development and use.
  
  - c. To unconditionally waive any claim or damage or liability against the State of California, its agencies, officers, agents, and employees for injury or damage from such hazards.
  
  - d. In addition to Section 4, Paragraph 7 "Indemnity" and with regard to the California Coastal Commission and the Coastal Development Permit: To indemnify, hold harmless and, at the option of the California Coastal Commission or other State agency, defend the State of California, its agencies, officers, agents, and employees, against and for any and all liability, claims, demands, damages, injuries or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any alleged or actual injury, damage or claim due to site hazards or connected in any way with respect to the approval of any CDP involving this property or issuance of this Lease, any new lease, renewal, amendment, or assignment by Lessor.
  
12. In the event of any conflict between the provisions of Section 2 and Section 4 of this Lease, the provisions of Section 2 shall prevail.

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Section 3

WP 1431

Land Description

Four parcels of tide and submerged land situate in the County of Santa Barbara, State of California and described as follow:

Parcel 1

COMMENCING at USGLO monument "T4N,R28W,S20AMC" as shown on that map "Survey of the Mean High Tide Line Along the Shore of Santa Barbara Channel", dated April, 1958 filed in the office of the California State Lands Commission (CSLC), said monument having CCS 27(1958), Zone 5 coordinates Northing 338092.67 feet, Easting 1446493.53 feet, thence N 67° 23' 34" W 1337.95 feet to the POINT OF BEGINNING, N 09° 53' 16" W 5.49 feet more or less to the Ordinary High Water Mark, said water mark depicted as the CSLC January 25, 1941 Line, as shown on that map "Comparison of Areas Goleta Sand Spit", dated December 15, 1941 filed in the office the CSLC, thence along said OHWM the following thirty-four (34) courses:

- 1) S 78° 37' 40" W 28.79 feet,
- 2) S 84° 17' 37" W 18.36 feet,
- 3) S 87° 40' 46" W 45.09 feet,
- 4) S 86° 14' 41" W 19.31 feet;
- 5) S 81° 56' 33" W 24.60 feet,
- 6) S 78° 15' 50" W 20.94 feet,
- 7) S 79° 42' 11" W 15.88 feet,
- 8) S 78° 07' 18" W 11.82 feet,
- 9) S 77° 00' 34" W 111.78 feet,
- 10) S 75° 51' 56" W 106.20 feet,
- 11) S 79° 47' 24" W 58.90 feet,
- 12) S 80° 19' 44" W 32.56 feet,
- 13) S 77° 57' 29" W 22.64 feet,
- 14) S 77° 05' 51" W 43.87 feet,
- 15) S 75° 32' 12" W 102.52 feet,
- 16) S 70° 36' 13" W 27.69 feet,
- 17) S 75° 17' 33" W 30.35 feet,
- 18) S 71° 46' 30" W 23.05 feet,
- 19) S 82° 57' 19" W 11.26 feet,
- 20) S 66° 26' 33" W 14.93 feet,
- 21) S 75° 58' 29" W 14.36 feet,
- 22) S 83° 39' 50" W 11.26 feet,
- 23) S 74° 31' 15" W 116.43 feet
- 24) S 72° 21' 12" W 58.22 feet,
- 25) S 72° 37' 01" W 18.76 feet,

26) S 72° 47' 00" W 41.15 feet,  
27) S 66° 25' 23" W 94.46 feet,  
28) S 62° 47' 05" W 19.02 feet,  
29) S 65° 29' 37" W 43.75 feet,  
30) S 52° 31' 12" W 13.48 feet,  
31) S 41° 50' 42" W 19.02 feet,  
32) S 25° 20' 36" W 15.05 feet,  
33) S 09° 05' 53" W 15.66 feet and  
34) S 18° 27' 08" E 15.42 feet;  
thence leaving said OHWM, the following twenty-three (23) courses:

1) N 53° 47' 45" E 60.75 feet,  
2) N 69° 57' 17" E 54.46 feet,  
3) N 58° 29' 58" E 55.41 feet,  
4) N 68° 52' 56" E 50.90 feet,  
5) N 59° 48' 21" E 55.32 feet,  
6) N 63° 26' 37" E 50.19 feet,  
7) N 67° 58' 30" E 53.29 feet,  
8) N 77° 06' 40" E 53.76 feet,  
9) N 65° 16' 39" E 54.34 feet,  
10) N 80° 25' 56" E 50.54 feet,  
11) N 65° 58' 31" E 52.97 feet,  
12) N 80° 43' 57" E 94.41 feet,  
13) N 80° 53' 51" E 49.95 feet,  
14) N 82° 10' 00" E 50.71 feet,  
15) N 71° 24' 41" E 52.46 feet,  
16) N 71° 40' 18" E 50.78 feet,  
17) N 74° 45' 55" E 51.30 feet,  
18) N 83° 00' 48" E 47.70 feet,  
19) N 80° 53' 43" E 49.21 feet,  
20) N 85° 14' 04" E 51.44 feet,  
21) N 79° 50' 12" E 54.94 feet,  
22) N 78° 06' 07" E 46.55 feet and  
23) N 80° 06' 44" E 49.67 feet to the POINT OF BEGINNING.  
Containing 17576.03 square feet more or less.

EXCEPTING THEREFROM any portion lying landward of the Ordinary High Water Mark.

Parcel 2

COMMENCING at USGLO monument "T4N,R28W,S20AMC" as shown on that map "Survey of the Mean High Tide Line Along the Shore of Santa Barbara Channel", dated April, 1958 filed in the office of the California State Lands Commission (CSLC), said monument having CCS 27(1958), Zone 5 coordinates Northing 338092.67 feet, Easting 1446493.53 feet, thence N 73° 21' 21" W

2135.82 feet to the POINT OF BEGINNING, N 05° 55' 54" E 13.24 feet more or less to the Ordinary High Water Mark, said water mark depicted as the CSLC January 25, 1941 Line, as shown on that map "Comparison of Areas Goleta Sand Spit", dated December 15, 1941 filed in the office the CSLC, thence along said OHWM the following eight (8) courses:

- 1) N 80° 39' 15" E 8.19 feet,
- 2) N 83° 50' 58" E 138.14 feet,
- 3) N 79° 31' 01" E 36.97 feet,
- 4) N 80° 24' 51" E 96.96 feet,
- 5) N 72° 15' 16" E 35.34 feet,
- 6) N 56° 50' 38" E 41.82 feet,
- 7) N 45° 01' 29" E 41.88 feet,
- 8) N 26° 38' 41" E 2.60 feet to the intersection of said SLC 1941 Line with the Ordinary High Water Mark as established under Boundary Line Agreement 3 between Pacific Lighting Corporation and the California State Lands Commission, executed on April 30, 1942 filed in the office of the CSLC, thence along said OHWM of BLA 3 the following three (3) courses:

- 1) N 81° 17' 32" W 203.74 feet,
- 2) N 67° 34' 50" W 329.56 feet,
- 3) N 76° 03' 26" W 8.17 feet,

thence leaving said OHWM of BLA 3, the following thirty-nine (39) courses:

- 1) N 25° 37' 28" E 21.85 feet,
- 2) S 65° 06' 02" E 89.67 feet,
- 3) S 63° 09' 11" E 23.48 feet,
- 4) S 62° 37' 54" E 12.44 feet,
- 5) N 22° 35' 40" E 35.38 feet,
- 6) S 68° 39' 43" E 29.31 feet,
- 7) S 67° 02' 21" E 34.46 feet,
- 8) S 64° 33' 07" E 57.11 feet,
- 9) S 71° 19' 34" E 31.17 feet,
- 10) S 77° 44' 23" E 17.15 feet,
- 11) S 85° 01' 10" E 99.22 feet,
- 12) N 89° 47' 04" E 53.98 feet,
- 13) S 37° 52' 56" E 26.08 feet,
- 14) S 69° 55' 42" E 38.91 feet,
- 15) S 87° 24' 55" E 54.41 feet,
- 16) S 78° 25' 17" E 57.63 feet,
- 17) S 74° 40' 50" E 124.72 feet,
- 18) S 81° 52' 24" E 52.07 feet,
- 19) S 89° 50' 34" E 66.17 feet,
- 20) S 67° 30' 00" E 49.60 feet,
- 21) S 33° 25' 45" E 23.66 feet,
- 22) S 10° 04' 17" W 94.64 feet,
- 23) S 54° 00' 52" W 67.13 feet,
- 24) S 80° 41' 52" W 55.65 feet,



- 25) N 85° 46' 45" W 56.75 feet,
  - 26) N 79° 31' 06" W 53.77 feet,
  - 27) N 83° 16' 07" W 52.34 feet,
  - 28) N 84° 44' 41" W 54.44 feet,
  - 29) N 86° 49' 32" W 49.83 feet,
  - 30) S 85° 51' 54" W 37.20 feet,
  - 31) S 73° 54' 54" W 20.74 feet,
  - 32) S 60° 58' 39" W 38.01 feet,
  - 33) S 89° 23' 37" W 66.31 feet,
  - 34) N 23° 21' 54" W 63.40 feet,
  - 35) N 89° 09' 09" W 22.75 feet to a point herein described a Point A,
  - 36) S 16° 05' 24" W 39.36 feet,
  - 37) N 76° 39' 33" W 55.76 feet,
  - 38) N 87° 34' 08" W 51.69 feet and
  - 39) N 74° 42' 17" W 48.88 feet to the beginning of a tangent curve, to the right through a central angle of 80° 38' 11.7", having a radius of 15.00 feet, and a length of 21.11 feet to the POINT OF BEGINNING.
- Containing 125833.09 square feet more or less.

EXCEPTING THEREFROM any portion lying landward of the Ordinary High Water Mark.

ALSO EXCEPTING THEREFROM any portion, along Goleta Slough, validly patented as Santa Barbara County Tideland Survey 49 filed on record at the offices of the California State Lands Commission.

Parcel 3 – Goleta Pier

BEGINNING at Point A, as described in Parcel 2 of this description, thence along the following twenty-one (21) courses:

- 1) S 16° 05' 24" W 10.71 feet,
- 2) S 00° 20' 38" W 559.09 feet,
- 3) S 04° 16' 33" W 54.75 feet,
- 4) S 00° 27' 51" E 231.89 feet,
- 5) S 16° 27' 05" E 630.88 feet,
- 6) N 73° 32' 55" E 37.50 feet,
- 7) N 16° 27' 05" W 406.13 feet,
- 8) N 32° 01' 24" E 69.44 feet,
- 9) N 57° 19' 40" W 38.17 feet,
- 10) S 35° 01' 38" W 25.85 feet,
- 11) N 74° 32' 46" W 7.99 feet,
- 12) N 16° 27' 05" W 156.47 feet,
- 13) N 00° 27' 51" W 226.14 feet,
- 14) N 00° 23' 53" E 54.23 feet,
- 15) N 00° 20' 38" E 149.79 feet,
- 16) N 89° 39' 22" E 14.78 feet,

- 17) N 00° 20' 38" E 47.59 feet,
  - 18) S 89° 39' 22" W 14.78 feet,
  - 19) N 00° 20' 38" E 353.62 feet,
  - 20) N 23° 21' 54" W 20.26 feet and
  - 21) N 89° 09' 09" W a distance of 22.75 feet to the POINT OF BEGINNING.
- Containing 56027.61 square feet more or less

EXCEPTING THEREFROM any portion lying landward of the Ordinary High Water Mark.

Parcel 4 – County Bridge

COMMENCING at USGLO monument "T4N,R28W,S20AMC" as shown on that map "Survey of the Mean High Tide Line Along the Shore of Santa Barbara Channel", dated April, 1958 filed in the office of the California State Lands Commission (CSLC), said monument having CCS 27(1958), Zone 5 coordinates Northing 338092.67 feet, Easting 1446493.53 feet, N 75° 38' 54" E 55.34 feet; S 13° 20' 22" E 131.72 feet; S 79° 42' 54" W 55.41 feet; thence N 13° 20' 22" W 127.79 feet to the POINT OF BEGINNING.  
Containing 7179.86 square feet more or less.

EXCEPTING THEREFROM any portion lying landward of the Ordinary High Water Mark.

ALSO EXCEPTING THEREFROM any portion, along Goleta Slough, validly patented as Santa Barbara County Tideland Survey 49 filed on record at the offices of the California State Lands Commission.

END OF DESCRIPTION

Prepared by the California State Lands Commission Boundary Unit August 14, 2007.



## SECTION 4

### GENERAL PROVISIONS

#### 1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

#### 2. CONSIDERATION

##### (a) Categories

##### (1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

##### (2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

##### (b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

##### (c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

#### 3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

#### 4. LAND USE

##### (a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements

and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

##### (b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

##### (c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

##### (d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

##### (e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

##### (f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. 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 on the Lease Premises during the Lease term 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 Lessor 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.

##### (g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

and enjoyment of the Lease Premises as provided under this Lease.

**(h) Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

**(i) Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

**5. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

**(a) Reservations**

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

**(b) Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

**6. RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

**7. INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

**8. INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the

policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

**9. SURETY BOND**

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

**10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING**

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

**11. DEFAULT AND REMEDIES**

**(a) Default**

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

- (7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

**(c) Remedies**

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

**12. RESTORATION OF LEASE PREMISES**

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.



STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO. PRC 1431.9

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

**LESSEE:**

COUNTY OF SANTA BARBARA

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

**ATTEST: Michael F. Brown, Clerk of the Board**

\_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
**Stephen Shane Stark, County Counsel**

\_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**  
**Risk Manager**

\_\_\_\_\_

**ACKNOWLEDGEMENT**

**LESSOR:**

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

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

Title: \_\_\_\_\_

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

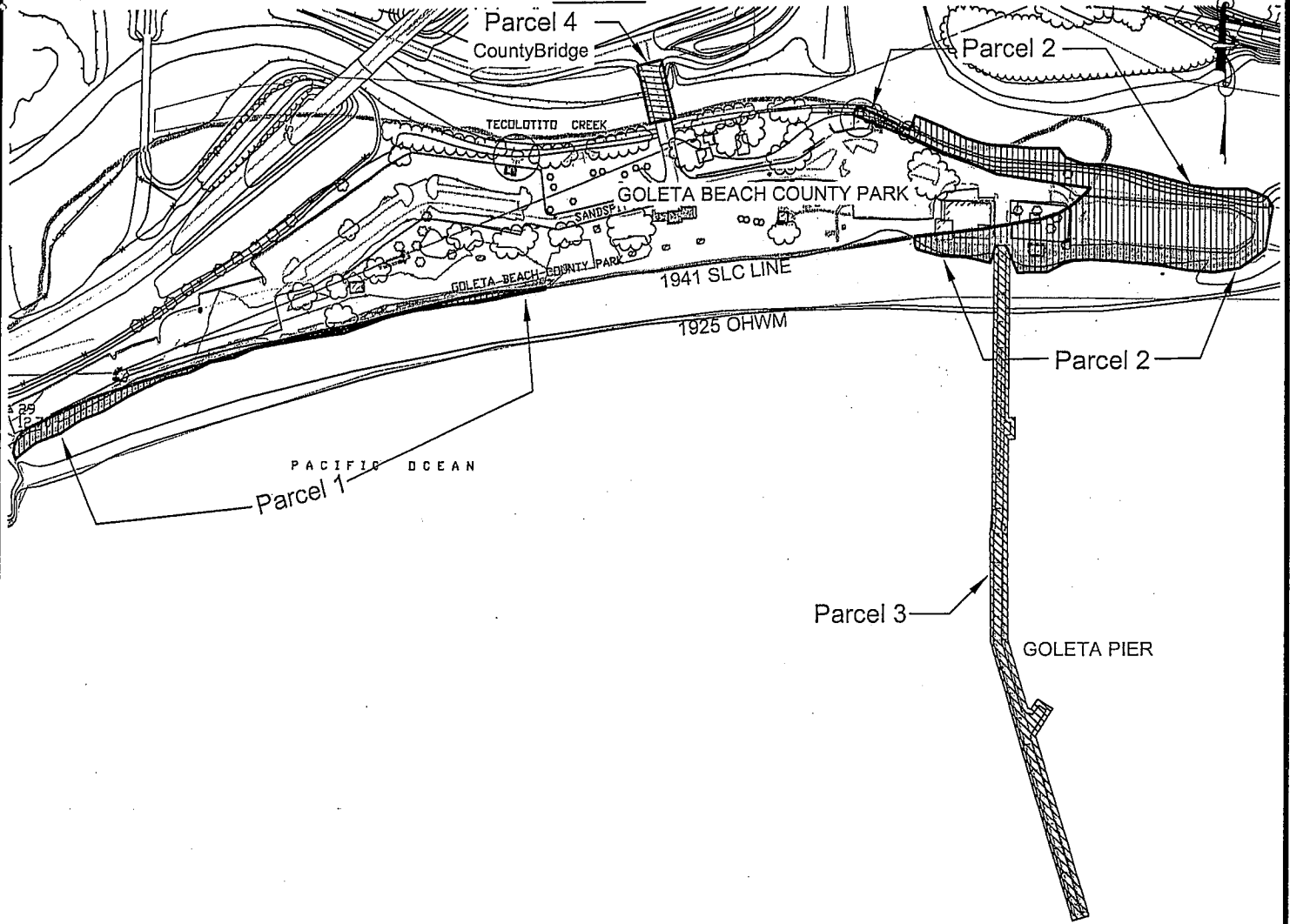
This Lease was authorized by the  
California State Lands Commission on

\_\_\_\_\_  
(Month Day Year)



NO SCALE

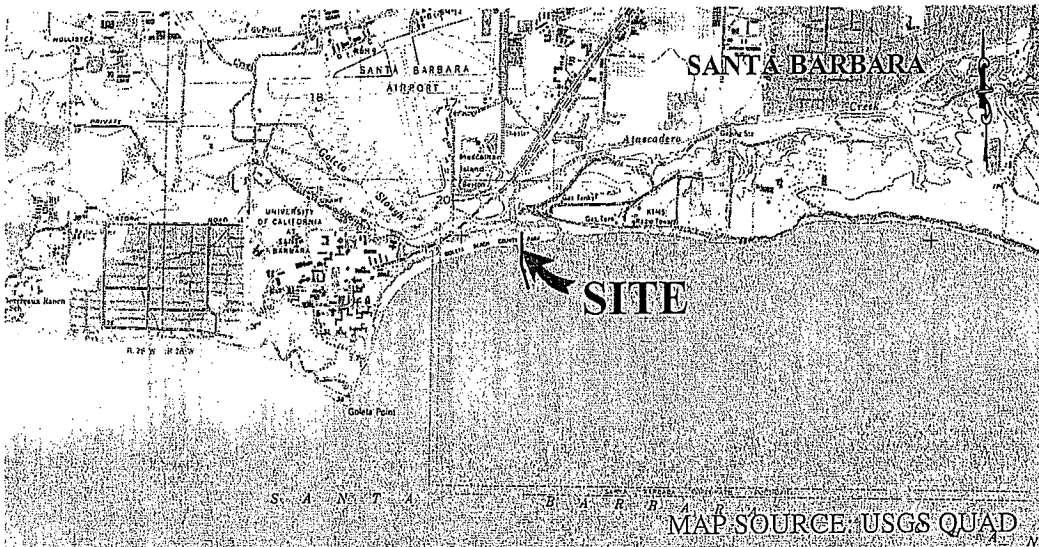
# SITE



GOLETA BEACH COUNTY PARK  
APN 071-200-017, 009

NO SCALE

# LOCATION



MAP SOURCE: USGS QUAD

# Exhibit A

WP 1431.9  
GENERAL LEASE-  
PUBLIC AGENCY USE  
COUNTY OF  
SANTA BARBARA



This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.