

Project: Sheriff Narcotics Office  
Lease in Buellton  
APN: 137-500-009 (Portion)  
Folio: WS3029  
Agent: Scott Dickinson

**FIFTH AMENDMENT TO THE LEASE AGREEMENT**

**THIS FIFTH AMENDMENT TO THE LEASE AGREEMENT** is made by and between  
the

COUNTY OF SANTA BARBARA, a political  
subdivision of the State of California,  
hereinafter referred to as "COUNTY,"

and

BUELLTON PROPERTY INVESTMENT, a Limited  
Partnership of Buellton P.I. Inc., hereinafter referred to  
as 'LESSOR,'

with reference to the following:

**WHEREAS**, COUNTY and LESSOR entered into a Lease Agreement (hereinafter "Agreement") on June 18, 1996, and subsequently amended same on April 15, 1998, April 4, 2000, July 24, 2001 and February 22, 2005, for COUNTY'S use of a portion of the office building known as 94 Commerce Drive, Buellton, CA for use by the Santa Barbara Regional Narcotics Enforcement Team (hereinafter "SBRNET"); and

**WHEREAS**, the parties desire to amend said Agreement by adding a suite (Suite F, consisting of approximately 420 square feet of office space), and deleting a suite (Suite G, consisting of approximately 470 square feet) amending the lease term and the monthly rent paid by COUNTY.

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

1. Section 2, LEASED PROPERTY: is deleted in its entirety and shall be replaced to read as follows:

2. LEASED PROPERTY: LESSOR hereby leases to COUNTY and COUNTY hereby takes from LESSOR, a portion of that certain real property located at 94 Commerce Drive, Buellton, California, Assessor's Parcel Number 137-500-009 (hereinafter "Property"), which Property is shown as the diagonally-slashed area on Exhibit "A" attached hereto and incorporated herein by reference. Said portion shall consist of Suites "D," "E," and "F," which total approximately 2,980 square feet of commercial office, open bay and storage space (hereinafter the "Premises") shown as the diagonally-slashed area on Exhibit "B" attached hereto and incorporated herein, which exhibit replaces the Exhibit "B" attached to the Lease.

2. Section 3, TERM: is deleted in its entirety and shall be replaced to read as follows:

3. **TERM**: The terms of this Agreement, subject to other provisions for extension or termination herein contained, shall be as follows:

A. The term for Suites D, E and F shall be for approximately two (2) years, commencing July 1, 2010 and expiring on June 30, 2012.

3. Section 4, EXTENSION AND RENEWAL OF LEASE: is deleted in its entirety and shall be replaced to read as follows:

4. **EXTENSION AND RENEWAL OF LEASE**: Provided COUNTY is in compliance with all terms and conditions of this Agreement, COUNTY, is hereby granted four (4) options to renew this Agreement from and after the expiration of the then-current term, which options shall be for a period of two (2) years each as follows:

Extension Period One, 2 year	July 1, 2012 through June 30, 2014
Extension Period Two, 2 year	July 1, 2014 through June 30, 2016
Extension Period Three, 2 year	July 1, 2016 through June 30, 2018
Extension Period Four, 2 year	July 1, 2018 through June 30, 2020

The County, through the Santa Barbara County Sheriff or designee, may exercise said options to renew by providing written notice to LESSOR at least thirty (30) days prior to the expiration of the then-current term.

4. Section 6, RENT: shall be deleted in its entirety and shall be replaced to read as follows:

6. **RENT**: Rent shall continue unabated for Suites D, E and F at the rate of \$2,741.60 per month commencing on the date of execution of this Agreement by COUNTY. Rent payments shall be payable in advance on or before the first day of each and every calendar month, except as provided herein. Annually, LESSOR shall execute and return such forms as the COUNTY may require for processing of the request for rent payments so that rent may be paid in a timely manner. 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.

The monthly base rent shall be subject to adjustment as set out in Section 7, COST OF LIVING ADJUSTMENT.

5. It is expressly understood that in all other respects, the terms and conditions of the original lease agreement signed by the Santa Barbara County Board of Supervisors on June 18, 1996, and subsequent amends on April 15, 1998, April 4, 2000, July 24, 2001 and February 22, 2005 shall remain in full force and effect.

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**IN WITNESS WHEREOF**, COUNTY and LESSOR have executed this Fifth Amendment to the Lease Agreement 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

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

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

"LESSOR"  
RALPH E. TODD

\_\_\_\_\_  
"SBNET"

\_\_\_\_\_  
SHERIFF BILL BROWN

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

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

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

APPROVED:

APPROVED:

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

\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator