

**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:** March 17, 2004  
**Department:** General Services  
**Department No.:** 063  
**Agenda Date:** April 6, 2004  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Chief John M. Scherrei  
Fire Department

**STAFF CONTACT:** Neil Kitley, 681-5539

**SUBJECT:** Ground Lease to USFS; New Cuyama  
Folio No. 003439  
Fifth Supervisorial District

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**Recommendation(s):**

That the Board of Supervisors execute in duplicate, the Ground Lease Agreement: U.S.F.S. at New Cuyama (hereinafter the "Agreement") between the County of Santa Barbara and the United States Department of Agriculture, Forest Service (herein "USFS") concerning a portion of a County owned parcel of land in New Cuyama on the corner of Highway 166 and Newsome Street (APN 149-040-011). The Agreement will allow the USFS to use approximately 14,400 square feet of that parcel which is currently vacant for the construction of an office structure and equipment garage. The term of the Agreement is twenty (20) years. As consideration for use of the land the USFS will provide assistance to the County Fire Department per conditions of a separate Service Agreement.

**Alignment with Board Strategic Plan:**

The recommendation(s) are primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work, and Visit, and with actions required by law or by routine business necessity.

**Executive Summary and Discussion:**

The Agreement will allow the USFS to use approximately 14,400 square feet of County owned land on the corner of Highway 166 and Newsome Street in New Cuyama. The area to be leased is vacant and the County has no current or future plans to use it. The USFS will temporarily install a modular office structure and an equipment garage on the leased area until a permanent structure can be built. The proposed USFS improvements will be near the New Cuyama Sheriff substation, the County Fire substation and a library

Subject: Ground Lease to USFS; New Cuyama  
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trailer. The installation and staffing of the USFS substation will benefit the public by improving fire response time and crew strength in that region of the County.

The County Architect has approved the plans and the USFS is in the process of obtaining all necessary plan approvals and permits required to commence construction of the substation. Construction shall commence after your Board's execution of the Agreement.

**Mandates and Service Levels:**

No change in programs. Fire response times in the Cuyama Valley will improve.

**Fiscal and Facilities Impacts:**

USFS will pay no rent for their use of the County land. Consideration shall be their cooperation with the County in preventing and extinguishing fires. This exchange of services for use of land was reviewed by County Counsel and determined to be in compliance with Government Code 26227 and with the Facilities Equipment and Support Services section of the mutual support agreement between County Fire and the USFS. There will be no Facilities Impact to the County.

**Special Instructions:**

After Board action, distribute as follows:

- |  |  |
|--|--|
| 1. Original executed document -              | Official File  |
| 2. Dupl. orig. executed doc & Minute Order - | Attn: Connie Smith, Facilities Services,<br>Courthouse 2 <sup>nd</sup> Floor Annex |

**NOTE:** Facilities Services will make copies of the Agreement and the Minute Order for the Fire Department and our files, and will deliver the duplicate original to the USFS.

Project: U.S.F.S. at New Cuyama  
APN: 149-040-011 (Portion)  
Folio: YA 3439  
Agent: CS

**GROUND LEASE AGREEMENT:**  
**U.S.F.S. AT NEW CUYAMA**

**THIS GROUND 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

UNITED STATES, Department of Agriculture,  
Forest Service, hereinafter referred to as "LESSEE,"

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property located in New Cuyama on the corner of Highway 166 and Newsome Street, more particularly described as Santa Barbara County Assessor's Parcel Number 149-040-011, (hereinafter the "Property"). The Property is shown as the diagonally slashed area of Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, COUNTY currently occupies a portion of the Property and has determined that the unimproved area is not now needed for COUNTY use and not planned for any use during the life of this Ground Lease Agreement; and

**WHEREAS**, LESSEE wishes to improve its fire protection services in northern Santa Barbara County by installing and operating a fire station on a portion of the unimproved area of the Property; and

**WHEREAS**, it is LESSEE'S intention to conduct operations from temporary modular units installed on the Property, prior to completion of construction of permanent structures; and

**WHEREAS**, LESSEE desires to enter into a Ground Lease Agreement (hereinafter "Agreement"), with the COUNTY, which will allow LESSEE to apply for funding for permits and to construct and operate a fire station on the Property, subject to the terms and conditions contained herein.

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

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the COUNTY'S Fire Department. (hereinafter "Director").

The Fire Department shall be the point of contact for LESSEE and shall have responsibility for administration of this Agreement relating to LESSEE'S possession and use of the Premises

including but not limited to monitoring compliance with appropriate lease provisions. The Fire Department shall have responsibility for enforcing all provisions of this Agreement, whether covenants or conditions. Where administrative and enforcement is not the sole discretion of the Fire Department, then such administrative and enforcement shall be performed by the County Board of Supervisors on those certain particular lease provisions set forth in this Agreement.

2. **LEASED AREA:** COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY the specific portion of the Property to be occupied by LESSEE'S personnel offices and equipment storage facilities (hereinafter the "Site") as shown on Exhibit "B", attached hereto and incorporated herein by reference. The Site is approximately 14,400 square feet, and steel stakes driven into the ground, as indicated on Page 2 of Exhibit "B", mark the corners.

3. **ACCESS TO THE SITE:** LESSEE shall only access the Site via established public roads. COUNTY shall not be responsible for maintaining access to the Site.

COUNTY shall not be liable to LESSEE for lack of access to the Site. However, in the event that the Site becomes inaccessible as a result of natural causes, COUNTY shall to the extent necessary cooperate with LESSEE to restore access in a timely fashion.

LESSEE shall comply with all COUNTY security programs and policies.

4. **PURPOSE AND USE:** LESSEE shall use the Site to construct, maintain, repair, alter, replace and/or remove or have constructed, maintained, repaired, altered, replaced, and/or removed all or any portion of LESSEE'S fire personnel offices and equipment storage facilities and all other appurtenant equipment and operations approved by COUNTY which are incidental thereto and necessary to operate and maintain LESSEE'S fire suppression facility (hereinafter the "Facility"), and to transmit and receive communication signals in any and all frequencies which do not interfere with County operations or future wireless communications. In addition, LESSEE shall have the right to install and conduct operations from temporary modular units on the Property until such time as the Facility is constructed. LESSEE shall not use the Site and/or the Facility for anything other than LESSEE'S fire personnel offices and equipment storage facilities.

LESSEE'S use of the Site shall conform to the Contract Documents dated September 9, 2003, which are on file with the County Architect and by reference made a part hereof. For the purposes of this Agreement the "Contract Documents" shall include, but not be limited to:

- the application plans
- the architectural, structural, mechanical, plumbing, electrical, civil, landscape and other required drawings
- the soils, hazardous materials and other reports
- the structural, mechanical and electrical calculations, as well as the general, technical and special conditions.

LESSEE shall not expand its use of the Site beyond the scope of said specifications nor use the Site for any other purposes without the expressed written consent of COUNTY.

5. **INITIAL TERM:** The initial term of this Agreement is for a period of twenty (20) years, more or less, commencing on the date it is fully executed by LESSEE (hereinafter the "Effective Date") and terminating on October 31, 2023, unless sooner terminated as hereinafter

provided. The LESSEE may terminate this Agreement at any time by giving at least 90 days written notice in writing to the COUNTY.

6. **TERM EXTENSION AND RENEWAL OF LEASE:** In the event this Agreement has not otherwise been terminated and LESSEE is in good standing at the end of the above-referenced initial term, then such term may be extended for three (3) additional terms of five (5) years each upon mutual agreement of LESSEE and COUNTY. LESSEE shall request all extensions in writing at least sixty (60) days prior to the termination of the then current term, such extension periods are:

Extension Period One, 5 years	November 1, 2023 through October 31, 2028
Extension Period Two, 5 years	November 1, 2028 through October 31, 2033
Extension Period Three, 5 years	November 1, 2033 through October 31, 2038

7. **RENT:** In accordance with the “Cooperative Fire Protection Agreement Between the U.S. Department of Agriculture Forest Service and Santa Barbara County Fire Department” dated May 7, 2003, the Site is being provided to the LESSEE by the COUNTY for a non-refundable total sum of ONE HUNDRED DOLLAR and 00/100 (\$100.00). Said payment shall be made to COUNTY by LESSEE at time of execution hereof by LESSEE and shall be for the initial term and any extensions granted herein.

In the event the above Fire Protection Agreement becomes invalid for any reason and LESSEE chooses to continue use of the Site, rent for the Site shall rise to the then-current market value thereof (land value only). COUNTY shall notify LESSEE of the new monthly rental amount and LESSEE shall pay said rent monthly on the first day of the month after the Fire Protection Agreement expires. Said rent shall be due for the remainder of the term of this Agreement and shall rise 3% per year on the first day of the thirteenth month during which rent payments are due and annually thereafter. Rent payments shall be made payable to, and delivered to the County of Santa Barbara, General Services Department, 1100 Anacapa Street, 2<sup>nd</sup> Floor Annex, Santa Barbara, CA 93101-6065.

8. **NO COST TO COUNTY:** It is the intent of the COUNTY that there be no cost to either the Fire Department or COUNTY for improvements, maintenance and repair, utilities, rebuilding, remodeling, construction, grounds, or any other charge of any nature in connection with the possession and use of the Premises under this Agreement. There shall be no cost to either the Fire Department or COUNTY to fund or reimburse LESSEE for its own operation and activities in connection with the possession and use of the Premises under this Agreement.

Termination of this Agreement shall not operate as an exception to the intention of the parties and shall not result in payment of any portion of facility value to LESSEE.

9. **SITE SUITABILITY:** LESSEE has investigated the Property and the Site and has determined that they are suitable for LESSEE’S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Site in its existing condition.

**LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OR SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE.**

10. **PERMITS, CONSTRUCTION AND IMPROVEMENTS:** LESSEE shall, at its sole expense, erect and maintain the Facility in accordance with the Contract Documents previously described herein. It is agreed that LESSEE shall submit schematic designs, design development and final construction drawings to the County Architect for review prior to submission of same to any permitting agencies and that LESSEE shall make any changes to the above plans which may be requested by the County Architect. It is further agreed that LESSEE shall deliver a copy of the final version of the Contract Documents to the County Architect who will archive them.

If LESSEE has not commenced construction of the Facility within one (1) year of COUNTY'S execution of this Agreement then this Agreement shall terminate and all rights of LESSEE to the Site shall cease at COUNTY'S sole option. In the event of such termination LESSEE shall execute any documents required to acknowledge such termination and cessation of LESSEE'S interest in the Site.

LESSEE shall give Director and COUNTY Architect no less than ten (10) days written notice prior to the commencement of any work in, on, or about the Site and shall keep the Property and Site free and clear of liens for labor and materials.

Any work done on or around the Site shall conform to the construction schedule which is included in the Contract Documents and is also attached hereto as Exhibit "C". LESSEE shall, during all phases of construction, have a designated representative present on the Site to monitor construction and ensure compliance with the aforementioned construction schedule. In addition, COUNTY, through its General Services Department, may, at its option, have a designated representative on Site who, during all phases of construction, shall have the right to suspend and/or terminate any and all phases of such construction that do not comply with the Contract Documents and construction schedule. In the event COUNTY invokes this clause and halts construction, LESSEE shall be responsible to pay for any construction delays and/or delay claims. LESSEE agrees to reimburse the County Architect up to ONE THOUSAND DOLLARS AND 00/100 (\$1,000.00) for County Architectural staff expended to assure or confirm compliance with the Contract Documents. Upon completion of the project the County Architect may submit a purchase order to LESSEE for reimbursement of staff time expended and LESSEE shall reimburse within thirty (30) calendar days.

After completion of all required permitting, construction of the Facility shall begin promptly upon execution of this Agreement and be pursued expediently to completion. Copies of the required Land Use Permit(s) and Building Permit(s) shall be delivered to the County Architect and shall be archived with the Contract Documents.

In the event LESSEE wishes to alter or improve the Site or Facility in ways not anticipated by the Contract Documents, LESSEE shall obtain advance written approval from COUNTY'S Planning and Development Department, the County Architect and Fire Chief, and shall comply with all requirements of the County Architect, the Fire Chief and, all permits.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LESSEE to undertake construction of the Facility nor additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

COUNTY warrants that it has the right and the ability to enter into this Agreement on the subject Property.

11. **TITLE:** During the term of this Agreement, title to the Facility shall vest with LESSEE. In accordance with Section 10 above, the LESSEE has the right during the term of this Agreement, to erect facilities as may be needed; to erect additions, structures, or signs, in or upon the Site hereby leased. During the term of this Agreement or any extension thereof such facilities shall be and remain the property of the LESSEE and may be removed therefrom by the LESSEE within a reasonable time after the termination of this Agreement or renewal thereof. In the event that the LESSEE discontinues use of the Facility, LESSEE may (with COUNTY'S written permission) dispose of the buildings in place by transferring title thereto to the COUNTY in accordance with Section 34, **SURRENDER OF PREMISES** herein. If disposition of the buildings is to a party or parties other than the County, the buildings shall be removed from the Site within a reasonable period of time and LESSEE shall, at COUNTY'S option, return the Site to its pre-Agreement condition as near as is practicable.

For purposes of this Agreement, fire fighting equipment, radio equipment, antennas, and other similar equipment shall not be a part of the Facility, and LESSEE shall retain title to such.

12. **ABANDONMENT OF THE SITE and/or FACILITY:** LESSEE shall not abandon, vacate, surrender or assign use of the Site and/or the Facility at any time during the term of this Agreement. If LESSEE does abandon, vacate, surrender or assign use of the Site and/or Facility, this Agreement and all of LESSEE'S rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to LESSEE. In the event of such termination the Facility and any personal property belonging to LESSEE and left on the Site more than thirty (30) days after the mailing of such termination letter shall be deemed abandoned at the option of the COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to property left after the termination, or other expiration of this Agreement.

13. **VALUE OF THE FACILITY:** It is hereby agreed that the value of the Facility shall be equivalent to the cost of the materials and construction and that such value shall be depreciated over the initial twenty (20) year term. Upon completion of the Facility, LESSEE shall submit to COUNTY a final and adjusted Schedule of Value detailing such costs of materials and construction. Termination of this Agreement shall not operate as an exception of the intention of the parties and shall not result in payment of any portion of facility value to LESSEE.

14. **NONINTERFERENCE:**

A. **Property:** LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, LESSEE'S invitees, agents and/or contractors, to use any portion of the Property, Site, or Facility in any way which interferes with the use of the Property by the COUNTY or other tenants of COUNTY occupying the Property. Such interference shall be deemed a material breach, and LESSEE shall terminate said interference immediately upon notice from Director. In the event LESSEE fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

B. **Telecommunications:** LESSEE shall meet and comply with all non-interference rules of the Federal Communications Commission (hereinafter "FCC"). Subject to LESSEE'S rights hereunder, LESSEE shall not use, nor shall LESSEE permit its employees, invitees, agents or any others under its control to use the Property or Site in any way which materially interferes with the

operations of the COUNTY or other tenants of COUNTY on the Property as of the date of execution of this Agreement, nor shall LESSEE at any time after the Effective Date of this Agreement change the operations of its Facility or alter its Facility in such a manner which causes interference to COUNTY or any other users or tenants of the Property. Upon written notification from Director, any such interference shall be deemed a material breach of this Agreement by LESSEE, and LESSEE shall have the responsibility to terminate said interference. LESSEE acknowledges that continuing interference may cause irreparable injury to other users of the Property. Therefore, in the event LESSEE does not terminate said interference within forty-eight (48) hours of notice from Director, such user(s) shall have the right to bring an action to enjoin such interference and collect damages from LESSEE; and COUNTY may terminate this Agreement.

In the event COUNTY constructs or allows to be constructed, a facility of any sort on the Property, then COUNTY, its employees, invitees, agents or any others under its control, shall not use said facility in any way which materially interferes with the operations of LESSEE. In the event of such interference, and upon written notification from LESSEE, COUNTY shall have the responsibility to terminate said interference.

15. **UTILITY CHARGES:** LESSEE, upon obtaining the required permits and approvals, shall have the right to install and maintain the necessary mains and ancillary equipment required to bring utility services to the Site and Facility at its sole cost and expense. All accounts for such utilities shall name LESSEE as the responsible party.

LESSEE shall be responsible for supplying and maintaining all power and utilities lines, etcetera for the Site and Facility. LESSEE shall pay when due all charges for utilities used by LESSEE.

16. **MAINTENANCE AND REPAIR:** LESSEE agrees to keep in good maintenance and repair, at its sole expense, the Site and Facility during the term of this Agreement including extensions.

17. **ASSIGNMENT/ SUBLEASE/ HYPOTHECATION:** LESSEE shall not assign, license, or sublease the Site, Facility or any part thereof or any right or privilege appurtenant thereto without COUNTY'S written consent. In the event LESSEE is not utilizing or occupying the entire Facility and chooses to rent out or allow occupancy of the unused portion, then COUNTY shall have first right to use that unused portion without charge. If COUNTY chooses not to occupy and the unused portion is rented out the revenue generated thereby shall be paid entirely to COUNTY.

Notwithstanding the above, upon written consent by COUNTY, which shall not unreasonably be withheld, LESSEE may assign this Agreement to other Federal government agencies.

18. **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 government organization into which LESSEE may be merged.

19. **INDEMNIFICATION:** The liability of the federal government will be as indicated in the Federal Tort Claims Act (28 U.S.C. 2671 et seq).

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



20. **INSURANCE:** The Lessee (Federal Government) is self-insured. If Lessee or its officials, agents, employees, guests, licensees, contractors, invitees, or subtenants (if applicable) are the sole cause of any insurance claims, then the self-insurance of the Federal government shall be primary to any policy or coverage maintained by the County.

21. **NONDISCRIMINATION:** LESSEE shall comply with applicable laws, rules and regulations regarding nondiscrimination. 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.

22. **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 or from the Property, Site or Facility due to LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore.

23. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site or Property 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 or in the Facility, Site or Property 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.

24. **COMPLIANCE WITH THE LAW:** LESSEE shall comply with all applicable laws, rules, and regulations affecting the Site, Facility or Property now or hereafter in effect.

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

COUNTY: County of Santa Barbara  
General Services Department  
Facilities Services Division  
1100 Anacapa Street  
Santa Barbara, CA 93101-6065  
Phone: (805) 568-3070  
FAX: (805) 568-3249

Director: Santa Barbara County Fire Headquarters  
4410 Cathedral Oaks Road  
Santa Barbara, CA 93110-1042  
Phone: (805) 681-5500  
FAX: (805) 681-5563

LESSEE: U.S. Forest Service  
Lease Contracting Officer  
1600 Tollhouse Road  
Clovis, CA 93611  
Phone: (559) 297-0706 x4834  
FAX: (559) 294-4833

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, reliable overnight courier, 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.

26. **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, 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.

27. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:

A. The nondefaulting party may waive the default or breach in accordance with Section 28, **WAIVER**, herein below.

B. The nondefaulting 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 LESSEE is the nondefaulting party, LESSEE may terminate the Agreement and surrender use of the Site.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LESSEE shall vacate within 30 days of written notice from COUNTY.

28. **WAIVER:** It is understood and agreed that any waiver, expressed 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.

29. **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.

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 Site and Facilities thereon:

A. Upon expiration or earlier termination of the Agreement as provided in Section 5, INITIAL TERM; or

B. In the event LESSEE does not commence construction of the Facility in a timely fashion in accordance with Section 10, PERMITS, CONSTRUCTION AND IMPROVEMENTS; or

C. Upon abandonment of the Facility and Site as provided in Section 12, ABANDONMENT OF THE SITE and/or FACILITY; or

D. Upon the failure of LESSEE 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 26, DEFAULT; or

E. As provided in Section 31, DESTRUCTION; or

F. In the event LESSEE is found to be in non-compliance with any of the Contract Documents and permits associated with this Agreement and such non-compliance is not resolved in a timely fashion.

31. **DESTRUCTION:** If the Facility or the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of LESSEE, shall terminate. If LESSEE chooses to terminate the Agreement then LESSEE, at COUNTY'S option, shall remove all structures and equipment from the Property and Site and shall return the Site to its original condition as near as is practical.

32. **HOLDING OVER:** Should LESSEE occupy the Site after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month.

33. **AGENCY DISCLOSURE:** LESSEE acknowledges that the General Services Department, Facilities 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.

34. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Site and Facility (if COUNTY instructs LESSEE to leave it in place in accordance with Section 10 above), leaving it in good condition, except for ordinary wear and tear. LESSEE shall execute whatever documents are reasonably requested by COUNTY to facilitate, acknowledge and evidence the release of all interest in the Facility and the passing of title thereto from LESSEE to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and/or title.

In the event the Facilities are removed by LESSEE or agent therefore, then upon completion of said removal, LESSEE shall provide the COUNTY with written notice that said Facility has been removed and the Site has been restored to its pre-Agreement condition as near as is practicable.

35. **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.

36. **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.

37. **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.

38. **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.

39. **CONSTRUCTION:** The parties have negotiated the terms of this Agreement. They have consulted an attorney when they felt the need. The terms of this Lease reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

40. **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 facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

41. **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.

42. **LIMIT ON SPENDING:** Nothing in this Agreement shall be construed as obligating the LESSEE to expend, or as involving the United States Government in any obligation for the future payment of money in excess of appropriations authorized by law and administratively made available.

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Project: U.S.F.S. at New Cuyama  
APN: 149-040-011 (Portion)  
Folio: YA 3439  
Agent: CS

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

“COUNTY”  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

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

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

“LESSEE” UNITED STATES OF AMERICA  
DEPARTMENT OF AGRICULTURE

APPROVED:  
COUNTY FIRE DEPARTMENT

By: \_\_\_\_\_  
Judy Reddin, Lease Contracting Officer  
Pacific Southwest Region, Forest Service

By: \_\_\_\_\_  
John M. Scherrej, Fire Chief

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

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

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

APPROVED:

APPROVED:

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

\_\_\_\_\_  
John A. Forner, MBA, ARM  
Management Specialist/ Risk Manager