Project:

Search and Rescue Lease

San Antonio Road

APN:

061-040-015 (portion)

Folio:

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "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

SANTA BARBARA COUNTY SEARCH AND RESCUE, INC., a California non-profit corporation, hereinafter referred to as "SAR";

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property located at 66 South San Antonio Road, in the County of Santa Barbara, more particularly described as Santa Barbara County Assessor's Parcel number 061-040-015 (hereinafter "Property"), shown as the diagonally slashed areas of Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, SAR is an all-volunteer organization of highly trained individuals that coordinates with the Santa Barbara County Sheriff Department in providing for the search and rescue of lost and injured people throughout the County; and

WHEREAS, the Property includes an approximately 1,225 square foot structure ("Facility"), storage area, and training area, as shown on Exhibit "B", attached hereto and incorporated herein by reference (hereinafter "Leased Area"); which has been used as headquarters by the County's Sheriff Department in conjunction with SAR to coordinate search and rescue efforts within the County; and

WHEREAS, California Government Code Section 26227 allows a board of supervisors of a county to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used in the furtherance of programs deemed necessary to meet the social needs of the population of the county, including public safety needs; and

WHEREAS, COUNTY has determined that the Leased Area will not be needed for County purposes during the term of this Agreement, other than for the coordination of search and rescue efforts within the County, and that the emergency response efforts of SAR are required to meet the public safety needs of the County; and

WHEREAS, COUNTY desires to enter into this Agreement with SAR for a period of twenty years, to allow SAR to use the Leased Area for office space, storage, training, and headquarters for the coordination of emergency search and rescue efforts; 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. <u>ADMINISTRATION AND ENFORCEMENT</u>: The provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of COUNTY'S Department of General Services (Director"), or designee.
- 2. <u>LEASED AREA</u>: For and in consideration of the covenants to be performed by SAR under this Agreement, COUNTY hereby leases to SAR and SAR hereby takes from COUNTY, the portion of the Property which includes the approximately 1,225 square foot Facility, separate storage area, training area, and parking area; shown on Exhibit B (hereinafter "Leased Area").

COUNTY retains the right to amend the Training Area, as shown on Exhibit B of the Leased Area at any time during the term of this Agreement should any portion of the Training Area be required to be used for driveway or other purposes. In the event of such amendments, COUNTY shall provide SAR with written notice of the amended Leased Area, with a copy of the revised Exhibit B.

- 3. **PARKING:** SAR staff shall have exclusive use of the parking spaces identified as SAR spaces on Exhibit B. SAR shall not park vehicles on other portions of the Property, except as required during emergency situations. COUNTY retains the right to use a portion of the Leased Area to park vehicles used for search and rescue.
- 4. <u>PURPOSE AND USE</u>: SAR shall maintain the Leased Area and use the Leased Area solely for the purpose of office space and headquarters for training and coordination of emergency search and rescue activities for public safety services at the direction of the COUNTY Sheriff, and all other operations approved by COUNTY which are incidental thereto. SAR shall not use the Leased Area for any other purposes without the express written consent of COUNTY. SAR shall comply with all COUNTY security programs and policies regarding the Property.

EXPANSION OF FACILITY: SAR shall have the right, subject to the conditions of approval ("Conditions of Approval") set forth in Section 10, EXPANSION OF FACILITY, to improve and expand the Facility at SAR's sole cost and expense ("Expansion Project"). The Expansion Project may include improvements to and expansion of the exclusive parking area shown as SAR spaces on Exhibit B.

- 5. <u>TERM</u>: The term of this Agreement shall commence upon execution of this Agreement, and shall continue for TWENTY (20) years, subject to such provisions for extension and termination as contained herein; so long as the Leased Area is used only for SAR'S operations, those operations are consistent with the purposes and uses set forth in this Agreement, and the services provided by SAR continue to meet the public safety needs of the County.
- 6. <u>EXTENSION OF TERM</u>: Upon approval of all Conditions of Approval set forth in Section 10, <u>EXPANSION OF FACILITY</u>, and completion of the Expansion Project, the term of this Agreement shall be extended for TEN (10) years beyond the initial twenty year term. The

extension shall be memorialized in writing on behalf of COUNTY by a letter to SAR from the Director, or designee.

Should SAR occupy the Leased Area after the expiration date of this Agreement or any extension thereof with the expressed or implied consent of the COUNTY, such possession shall be construed to be a tenancy from month to month.

7. **RENT:** In accordance with California Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of SAR are a benefit to the population of the County, rent shall be waived during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by SAR are no longer a benefit to the community, or, should the aforementioned Government Code Section be repealed or replaced such that SAR no longer qualifies for the rights granted hereunder, SAR shall pay fair market rent for the Leased Area, or terminate this Agreement upon SIXTY (60) days written notice to COUNTY.

- 8. **PROPERTY SUITABILITY:** SAR has investigated the Leased Area and has determined that it is suitable for SAR'S intended operations. SAR hereby accepts, by way of executing this Agreement, the Leased Area, as described in Exhibit B, in its existing condition.
- 9. <u>IMPROVEMENTS AND ALTERATIONS</u>: Any exterior or interior construction of improvements or alterations proposed by SAR in, on, or about SAR'S portion of the Property shall be presented to COUNTY in written form with proposed plans and specifications prior to the construction of any improvements or alterations. COUNTY, through the Director, shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this Section.

Any such COUNTY approval shall be deemed conditional upon SAR acquiring all necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy thereof to COUNTY prior to the commencement of the work, and SAR'S compliance with all conditions of said permit(s). Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. SAR shall give COUNTY'S General Services Department not less than ten (10) days written notice prior to the commencement of any such work in, on, or about the Property; and COUNTY shall have the right to post Notices of Non-responsibility, as provided by law.

During any such construction or alteration, SAR shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for SAR or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements are constructed by SAR under the provisions of this Agreement, SAR shall inform COUNTY of the date of completion of such improvements, and shall provide "as-built" drawings of the completed improvements.

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 SAR to undertake construction of any alterations or improvements without complying with all permitting required by COUNTY in its governmental capacity.

10. **EXPANSION OF FACILITY:** Upon execution of this Agreement, SAR may improve or expand the Facility to enhance the provision of public safety services described in this Agreement. COUNTY agrees to allow the improvement and expansion of the Facility, subject to the conditions of approval ("Conditions of Approval") set forth below, and the written approval of the Director.

SAR shall use its best efforts to secure funding for the desired expansion of the Facility (the "Expansion Project"), to facilitate the purpose and use set forth in Section 4, <u>PURPOSE AND USE</u> of this Agreement and to better serve the needs of the community. The Expansion Project will consist of improvements and additions to the Facility and the parking spaces identified as SAR spaces on Exhibit B. All work shall be completed within the Leased Area, and shall be subject to the following Conditions of Approval:

CONDITIONS OF APPROVAL: The following Conditions of Approval shall be satisfied prior to the Director's consideration of the Expansion Project. SAR shall submit a letter to the Director requesting approval of the proposed Expansion Project ("Letter of Request"), which shall include documentation of SAR's satisfaction of the Conditions of Approval. The Director, in his or her sole discretion, may approve or disapprove the Expansion Project, and shall provide SAR written notice of that determination within thirty (30) days of final submittal of the Letter of Request to the Director. The final submittal of the Letter of Request shall include all of the following:

FINANCING: SAR's Letter of Request shall include a letter from SAR's bank ("Bank Letter") stating that SAR has the funds required to complete the Expansion Project, as estimated in the construction documents submitted concurrently therewith. The Bank Letter shall include a notarized bank statement showing the amount of funds in an account that is segregated and identified as set aside exclusively for the Expansion Project.

PERMITS: The Letter of Request shall also include a reference to all permits and governmental approvals that may be required for the Expansion Project. Those permits and approvals shall include but not be limited to land use permits, building permits, and review of the Expansion Project by the Santa Barbara County Planning Commission. Any and all permits and approvals required shall be evaluated and granted only on the merits of the application therefor, and nothing in this Agreement shall be construed to require COUNTY, or any other governmental agency, grant such permits or approvals. A copy of all approved reports and permits, or pending permits, as deemed applicable by the Director, shall be included with the Letter of Request.

ENVIRONMENTAL REVIEW: The Letter of Request shall also include a statement verifying that sufficient environmental review and documentation to satisfy the requirements of the California Environmental Quality Act (CEQA) has been completed. SAR will be the Lead Agency, and the County of Santa Barbara will be the Responsible Party, and SAR will be the Project Applicant in order to complete the CEQA process, and for ensuring compliance with CEQA. A copy of any notices, studies or reports required by CEQA shall be included with the Letter of Request.

APPROVAL OF COUNTY ARCHITECT: SAR shall, at SAR's sole cost and expense, engage a licensed architect or engineer to prepare plans and specifications for the Expansion Project. Concurrently with the Letter of Request, SAR shall submit to the County Architect for approval, in compliance with Article IV of Chapter 12A of the Santa Barbara County Code, detailed working drawings, plans and specifications for the Expansion Project, and an

estimate of the construction costs that has been prepared and approved by the engaged architect or engineer.

The Director shall provide SAR written notification of his/her determination regarding the sufficiency of the information provided with the Letter of Request, and approval or disapproval of the Expansion Project, as proposed. The Director may request that SAR provide more information to assist in the determination, or may state that Expansion Project is approved upon satisfaction of certain conditions. In the event the Director requires certain conditions be satisfied prior to approval, SAR shall submit the additional information evidencing satisfaction of those conditions, and the Director shall provide written notification of approval or disapproval within thirty (30) days of that submission.

SAR shall give COUNTY no less than ten (10) days written notice prior to the commencement of any work in, on, or about the Leased Area and shall keep the Leased Area free and clear of liens for labor and materials. Nothing in this Agreement shall be construed to entitle SAR to undertake alterations or improvements to the Leased Area, nor additional future improvements, without receiving express written consent according to this Section and complying with all permitting required by COUNTY in its governmental capacity, or by any other government agency.

- 11. <u>TITLE:</u> During the term of this Agreement, title to the Property and the improvements, including those improvements resulting from the Expansion Project, shall remain vested in COUNTY. SAR shall have no right to waste, destroy, or demolish the Property or any improvements thereon.
- ABANDONMENT OF THE LEASED AREA: SAR shall not abandon, vacate, surrender or assign use of the Leased Area at any time during the term of this Agreement. If SAR does abandon, vacate, surrender or assign use of the Leased Area, this Agreement and all of SAR'S rights thereto shall terminate at the option of COUNTY. In the event of such termination, the Leased Area and any personal property belonging to SAR and left on the Property more than thirty (30) days shall be deemed abandoned at the option of 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. <u>NONINTERFERENCE</u>: SAR agrees not to use, nor permit those under its control, including, but not limited to, its members, employees, invitees, agents and/or contractors, to use any portion of the Property in any way which interferes with other COUNTY operations in the vicinity. Such interference shall be deemed a material breach, and SAR shall terminate said interference immediately upon notice from COUNTY. In the event SAR fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.
- 14. <u>UTILITY CHARGES</u>: COUNTY, through the Sheriff's Department, shall provide all utilities to the Leased Area, at COUNTY'S expense.
- 15. MAINTENANCE AND REPAIR: During the term of this Agreement, including any extensions, SAR agrees to keep the Leased Area in good maintenance and repair. In the event that the roof, other structural components, or major mechanical systems of the 1,225 square foot

facility are in need of maintenance or repair, SAR shall contact the designated representative for COUNTY, as described below. COUNTY, in its sole discretion, shall determine the need for and extent of any requested maintenance or repair. COUNTY, through the Sheriff's Department, shall pay for all maintenance and repair to the Property and improvements that have been approved and performed by COUNTY pursuant to this Section. SAR shall pay the cost of any maintenance or repair that has not been approved pursuant to this Section.

Emergency Contact Information:

Santa Barbara County General Services Department

Facilities Services

Attn: Facilities Supervisor 4568 Calle Real, Bldg. B Santa Barbara, CA 93110

(805) 681-4703

COUNTY, its agents, employees and contractors reserve the right to enter the Leased Area at all reasonable times to perform maintenance and repair, as needed, on the Leased Area. This right extends to public utilities in regard to repair, maintenance, construction and demolition of utility infrastructure on the Property, including appurtenances.

- Sunday rates provided for all construction or maintenance/repair work performed on the Property as requested by, or completed on behalf of, COUNTY or SAR may be subject to California Labor Code, Sections 1770 et seq., as amended. If so required by such Labor Code, SAR shall, after the effective date of this Agreement, pay no less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the office of the General Services Department. SAR shall consult with General Services prior to any construction or other activities which may require Prevailing Wage compliance.
- 17. <u>ASSIGNMENT/SUBLEASE</u>: SAR shall not assign, license, or sublease the Leased Area without COUNTY'S written consent. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment made contrary to this Section shall be null and void.
- 18. <u>SUCCESSORS IN INTEREST</u>: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to their successors and assigns.
- 19. <u>INSURANCE AND INDEMNIFICATION</u>: The COUNTY and SAR agree that SAR exists for the sole purpose of its volunteers acting on behalf of the COUNTY'S Sheriff's Department and the operations and duties it performs are at the direction of the Sheriff; therefore, separate general liability insurance coverage for SAR is not required. The SAR volunteers are also covered by County's Workers' Compensation insurance pursuant to Santa Barbara County Resolution 92-302, while acting within the course and scope of conducting operations and performing duties at the direction of the Sheriff. SAR further agrees that it will only use the Leased

Area for the purpose set forth in this section and in Section 4, <u>PURPOSE AND USE</u>, and that if the Leased Area is used for any other purpose not within the course and scope of SAR's duties to the Sheriff's Department, or otherwise expressly approved by COUNTY, COUNTY may terminate this Agreement in accordance with Section 30, <u>TERMINATION</u> hereof.

20. <u>NONDISCRIMINATION</u>: SAR shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with the 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 therefor. SAR shall also comply with applicable State and Federal laws, rules and regulations regarding nondiscrimination.

21. <u>ENVIRONMENTAL IMPAIRMENT</u>: SAR 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 by COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Leased Area due to SAR's use and occupancy, SAR shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. SAR shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of SAR's breach of this Section, or as a result of any such discharge, leakage, spillage, emission or pollution due to SAR's use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of any negligence, active or passive, of COUNTY.

- 22. TOXICS: SAR shall not manufacture or generate hazardous waste on the Property. SAR shall be fully responsible for any hazardous waste, 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 SAR, its agents, employees, or designees on the 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 waste, substances, or materials. SAR shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such waste, substances or materials.
- 23. <u>COMPLIANCE WITH THE LAW</u>: SAR shall comply with all applicable laws, rules, and regulations affecting the Property now or hereafter in effect.

- 24. <u>POSSESSORY INTEREST TAX</u>: SAR acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that SAR may be required to pay any tax levied on such interest.
- 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
Office of Real Estate Services

Attn: Manager

Courthouse East Wing, Second Floor

1105 Santa Barbara Street Santa Barbara, CA 93101

SAR:

Santa Barbara County Search and Rescue, Inc.

Attn: President, Board of Directors

P.O. Box 6602

Santa Barbara, CA 93160-6602

(805) 967-0253

or to the parties at such other address 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, 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 SAR at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to SAR specifying the particulars of the default and SAR 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 COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case SAR 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 SAR is the non-defaulting party, SAR may terminate the Agreement and surrender use of the Leased Area.
- D. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement and SAR shall vacate within THIRTY (30) days of written notice from COUNTY.

- 28. <u>WAIVER</u>: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.
- 29. <u>AMENDMENTS</u>: 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 SAR shall cease and SAR shall quietly and peacefully deliver to COUNTY, possession, interest and title to the Leased Area:
- A. Upon expiration or earlier termination of the Agreement as provided in Section 5, *TERM*; or
 - B. Upon ninety (90) day written notice from SAR; or
- C. Upon abandonment of the Leased Area as provided in Section 12, *ABANDONMENT OF THE PROPERTY*; or
- D. Upon the failure of SAR 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, <u>DEFAULT</u>; or
 - E. As provided in Section 31, <u>DESTRUCTION</u>; or
- F. In the event SAR is found to be in non-compliance with any permits associated with this Agreement and such non-compliance is not resolved in a timely fashion.
- 31. <u>DESTRUCTION</u>: If the Leased Area is partially or totally destroyed by fire or other casualty, this Agreement, at the option of SAR, shall terminate. If SAR chooses to terminate the Agreement then SAR, at COUNTY'S option, shall return the Leased Area to its original condition as near as is practical.
- 32. <u>AGENCY DISCLOSURE</u>: SAR 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 SAR nor a dual agent in this transaction.
- 33. <u>SURRENDER OF PREMISES</u>: Upon expiration or termination of this Agreement, SAR shall vacate and surrender possession of, and any claim to the Leased Area, leaving it in good condition, except for ordinary wear and tear.
- 24. <u>CONDEMNATION</u>: In the event the Leased Area or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Leased Area, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY'S absolute discretion. SAR agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action of condemnation or eminent domain affecting any of SAR'S operations at the Leased Area.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

- 35. <u>CAPTIONS</u>: 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. <u>SEVERABILITY</u>: 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. <u>CERTIFICATION OF SIGNATORY</u>: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and SAR to its terms and conditions or to carry out the duties contemplated herein.
- 38. <u>ENTIRE AGREEMENT</u>: 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 as deemed necessary. The terms of this Agreement reflect the negotiations and intentions of both parties. These terms shall be interpreted with regard to each party equally.
- 40. <u>FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES</u>: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the County until such documents bearing original signatures are received by COUNTY.

Project:

Search and Rescue Lease

San Antonio Road

APN:

061-040-015 (portion)

Folio:

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

ATTEST: TERRI MAUS-NISICH INTERIM COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD "SAR" Santa Barbara County Search and Rescue, Inc. Printed Name and Title CHARLES GELMAS - SECRETARY Printed Name and Title APPROVED AS TO FORM: DENNIS A. MARSHALL COUNTY COUNSEL Kevin E. Ready, Sr. Senior Deputy County Counsel APPROVED: By:

Ray Aromatorio, ARM, AIC

Risk Manager

"COUNTY" COUNTY OF SANTA BARBARA Supervisor Salud Carbajal Chair, Board of Supervisors APPROVED Bill Brown Santa Barbara County Sheriff APPROVED: Marken P. Paries Matthew P. Pontes Director of General Services APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER Deputy Auditor-Controller

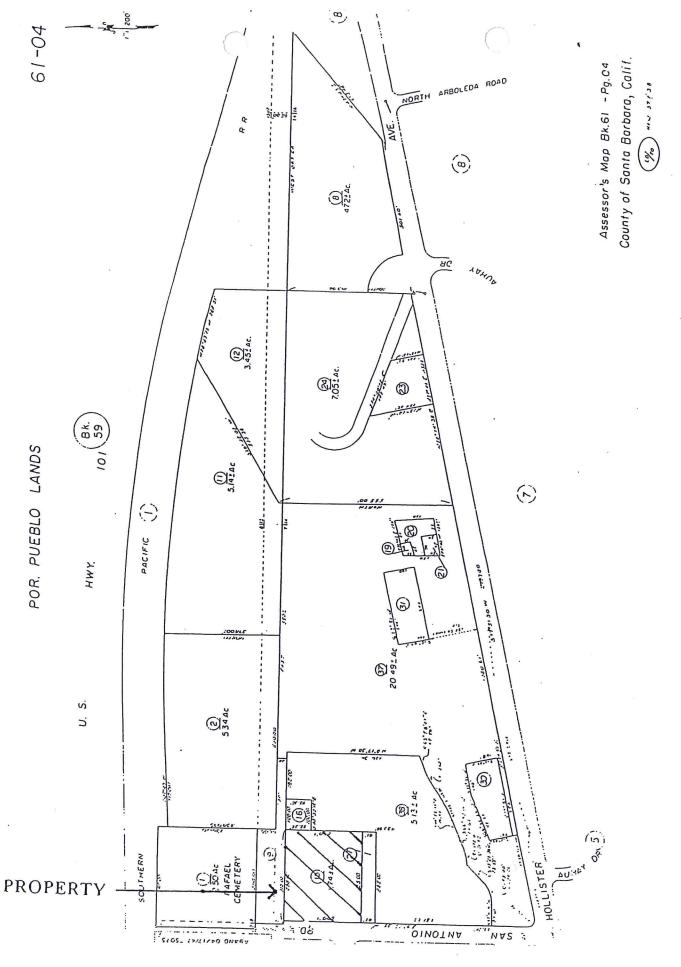
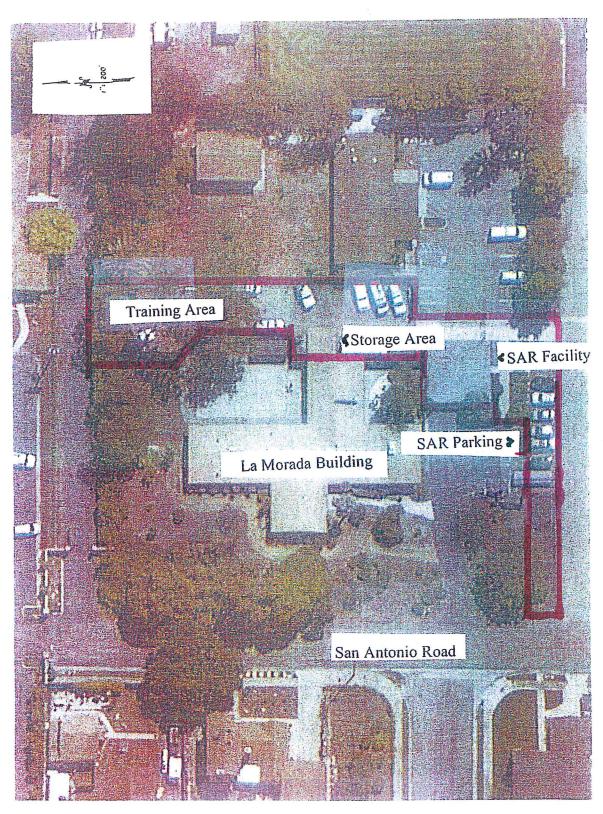


EXHIBIT A



Leased Area EXHIBIT B