

Project: Foodbank at 4554 Hollister Ave., SB  
APN: 061-040-019, -020, & -021 (Ptn)  
Folio: 002270

### **THIRD AMENDMENT TO LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO LEASE AGREEMENT**, hereinafter "Third Amendment," is entered into by and between

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

and

FOODBANK OF SANTA BARBARA COUNTY, a California non-profit corporation, hereinafter referred to as "LESSEE",

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property and improvements located at 4554 Hollister Avenue, Santa Barbara, California, in the unincorporated area of the COUNTY of Santa Barbara, and also known as County Assessors Parcel Nos. 061-040-019, -020 and -021 (hereinafter "Property"); and

**WHEREAS**, LESSEE is a non-profit corporation whose mission is to provide nourishment to those in need by acquiring and distributing safe and nutritious foods via local agencies and providing education to solve hunger and nutrition problems in Santa Barbara County; and

**WHEREAS**, LESSEE has used a portion of the Property since December 17, 1984 and has leased the Property since September 5, 1995, pursuant to the Lease Agreement Between the County of Santa Barbara and Foodbank of Santa Barbara County, Inc., which was subsequently amended by the First Amendment to Lease Agreement on November 21, 2006, and the Second Amendment to Lease Agreement on March 17, 2015, in order to operate a collection, storage and distribution center for commodities, surplus and donated food; and

**WHEREAS**, the Second Amendment to the Lease Agreement extended the term of the lease for a total of twenty (20) additional years, including an initial 5-year term and three 5-year options to extend through April 30, 2035; and

**WHEREAS**, LESSEE and COUNTY desire to further amend the agreement to reduce the term of the lease to a period not to exceed June 28, 2024, unless otherwise extended at the sole discretion of the Director of COUNTY's General Services Department.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained

herein, COUNTY and LESSEE agree as follows:

1. Section 4, TERM, shall be deleted in its entirety and replaced with the following:

"4. **TERM:** The term shall be modified to terminate on June 28, 2024, unless extended or terminated as hereinafter provided.

a. Extension by County.

The Director of the General Services Department, or designee, is authorized to grant an extension on behalf of COUNTY. Such an extension by Director of General Services shall not exceed June 28, 2026. LESSEE shall request all extensions in writing at least ninety (90) days prior to the termination of the term. The COUNTY's grant of any extension shall be in COUNTY's sole discretion. Failure of LESSEE to exercise its right to extend within the specified ninety (90) day notification period shall be notice to COUNTY of LESSEE'S intent to terminate the Agreement at the end of the term.

b. Termination by Lessee.

If Lessee desires to terminate the Agreement prior to the end of the term, Lessee shall provide notice of termination to COUNTY at least ninety (90) days prior to the termination of the lease.

It is expressly agreed that in all other respects, the terms and conditions of the Lease Agreement dated September 5, 1995, as amended by that certain First Amendment to Lease Agreement dated November 21, 2006, and Second Amendment to Lease Agreement dated March 17, 2015, shall remain in full force and effect.

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**IN WITNESS WHEREOF**, COUNTY and LESSEE have executed this Third Amendment to Lease Agreement to be effective as of the date signed by COUNTY.

**ATTEST:**  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Joan Hartmann, Chair, Board of Supervisors

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

**Foodbank of Santa Barbara County**

DocuSigned by:  
*Erik Talkin*  
By: \_\_\_\_\_  
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Erik Talkin, CEO

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

DocuSigned by:  
*Ashley Flood*  
By: \_\_\_\_\_  
FFF4B37430144BF...  
Deputy County Counsel

DocuSigned by:  
*Robert Geis*  
By: \_\_\_\_\_  
D35010E2AF004BE...  
Deputy Auditor-Controller

**APPROVED AS TO FORM:**  
GREG MILLIGAN, ARM  
RISK MANAGEMENT

**APPROVED AS TO CONTENT:**

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
DC240ACTE04247D...  
Risk Manager

DocuSigned by:  
*Julie Lawrence*  
By: \_\_\_\_\_  
472700DF0B0040C...  
Julie Lawrence  
Real Property Manager