

Project: Child Support Services Lease  
201 S. Miller, Santa Maria  
APN: 125-360-008, -009, -010, -011  
& -015  
Folio: 002310  
Agent: AH

**FIFTH AMENDMENT TO TOWN CENTER TOWER OFFICE LEASE**

**THIS FIFTH AMENDMENT TO TOWN CENTER TOWER OFFICE LEASE**  
("Fifth Amendment") is made by and between the

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

and

BURT E. FUGATE, TRUSTEE OF THE BURT E.  
FUGATE TRUST AND THE ANNE LEFEVER  
TRUST, hereinafter referred to as "LANDLORD,"

with reference to the following:

**WHEREAS**, COUNTY and LANDLORD'S predecessor in interest, Santa Maria Office Investments No. 2, entered into the Town Center Tower Office Lease (hereinafter "Lease") on January 9, 1990, which has been subsequently amended, for the leasing of office space in a portion of the Town Center Tower Building located at 201 South Miller Street, in Santa Maria (hereinafter "Property"); and

**WHEREAS**, the current landlord purchased the Property, which was conveyed by a Grant Deed recorded February 21, 2001, as Instrument No. 2001-0011901, in the Office of the Clerk-Recorder, County of Santa Barbara; and

**WHEREAS**, subsequent to LANDLORD'S purchase of the property, COUNTY and LANDLORD agreed to add Suite 210, consisting of approximately 1,740 square feet, to the leased premises, in which to accommodate increased staff requirements; and

**WHEREAS**, the parties desire to amend the Lease by this Fifth Amendment to extend the term of the Lease by approximately three (3) years through February 28, 2017, add two subsequent options to extend the term for three (3) additional years each, and reduce the base rent from \$17,714.99 per month to \$15,373.50 per month.

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

1. Section 1. LEASED PREMISES is hereby amended by addition of the following:  
“Should at any time after March 1, 2015, COUNTY wish to reduce the total square footage occupied, COUNTY may vacate Suite 210, consisting of 1,740 square feet, by providing LANDLORD with at least six months advanced written notice. In the event COUNTY vacates Suite 210, rent shall be reduced proportionally.”

In all other respects, the provisions of Section 1, LEASED PREMISES, as amended, shall remain in full force and effect.

2. Section 2. LEASE TERM, is hereby amended by addition of the following:  
“The term of this Lease shall be extended for three additional years from March 1, 2014, through February 2017, subject to the provisions for extension and termination contained herein.”

In all other respects, the provisions of Section 2, LEASE TERM, as amended, shall remain in full force and effect.

3. Section 3. EXTENSION AND RENEWAL OF LEASE is repealed and replaced with the following:

“3. EXTENSION AND RENEWAL OF LEASE: Provided COUNTY is in compliance with all terms and conditions of this Lease, COUNTY is hereby granted two (2) consecutive options to renew this Lease from and after the expiration of the then-current term, which options shall be for a period of three (3) years each. COUNTY, through the Director of the Department of Child Support Services, or designee, may exercise said options to renew by providing written notice to LANDLORD at least sixty (60) days (or by December 28<sup>th</sup>) prior to the expiration of the then-current term.

Extension Periods:

Extension One, 3 years                      March 1, 2017 through February 28, 2020

Extension Two, 3 years                      March 1, 2020 through February 28, 2023

In the event COUNTY exercises said option(s), the rental rate during the extended term(s) shall be adjusted per CPI and calculation provided in Section 4. RENTS.”

4. Section 4. RENTS, subsection b) is repealed and replaced with the following:

“b) Basic Term Rent: Beginning March 1, 2014, COUNTY agrees to pay LANDLORD rent for the LEASED PREMISES at a modified gross monthly rent of FIFTEEN THOUSAND THREE HUNDRED SEVENTY THREE AND 50/100 DOLLARS (\$15,373.50) per month, based on \$1.50 per square foot per month and shall be payable in advance on the first day of each month during the term of this Lease. On March 1, 2015, and each subsequent March 1<sup>st</sup> of each year of the term, rent shall be subject to adjustment as set forth in subsection 4(c) of this Lease, as amended by the SECOND AMENDMENT TO TOWN CENTER TOWER OFFICE LEASE. Should COUNTY reduce the total square footage occupied by vacating Suite 210, as addressed in Section 1 LEASED PREMISES as amended herein, rent shall be reduced proportionately by the 1,740 square

feet of Suite 210, and the new monthly rental amount shall be based on the remaining 8,509 square feet of leased office space.”

It is expressly understood that in all other respects, the terms and conditions of the other subsections set forth in Section 4. RENTS, as amended, shall remain in full force and effect.

5. It is expressly understood that in all other respects, the terms and conditions of the original lease agreement approved by the Santa Barbara County Board of Supervisors on January 9, 1990, and subsequently amended on April 1, 1994, November 12, 1996, April 23, 2002, and January 18, 2011, shall remain in full force and effect.

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at 201 S. Miller, Santa Maria  
APN: 125-36A-08, -09, -10, -11 & -15  
Folio: 002310

**IN WITNESS WHEREOF**, COUNTY and LANDLORD have executed this Fifth Amendment to the Lease Agreement to be effective on the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

\_\_\_\_\_  
Supervisor Steve Lavagnino  
Chair, Board of Supervisors

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

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

APPROVED:

"LANDLORD"  
BURT FUGATE TRUST, 60% INTEREST  
ANNE LE FEVER TRUST, 40% INTEREST

\_\_\_\_\_  
Carrie Topliffe  
Director of Child Support Services

\_\_\_\_\_  
Burt E. Fugate, Trustee for Burt Fugate Trust  
and Successor Trustee for Anne LeFever Trust

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

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

By: \_\_\_\_\_  
Deputy Auditor-Controller

APPROVED:

APPROVED:

\_\_\_\_\_  
Matthew P. Pontes  
Director of General Services

\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager