

Attachment 1

ATTACHMENT 1

Original Lease Agreement

Original

Project: Buellton Senior Center at 164
W. Hwy 246, Units A & B
APN: 99-261-22 (Portion of)
Folio: 000999
Agent: CS

SERVICE AND LEASE AGREEMENT
BUELLTON SENIOR CENTER

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

BUELLTON SENIOR CENTER, a California non-
profit corporation, hereinafter referred to as
"LESSEE,"

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property known as Santa Barbara County Fire Station No. 31, located at 164 West Highway 246, in the City of Buellton, State of California, and more particularly described as Santa Barbara County Assessor's Parcel Number 99-261-22, (hereinafter "Property"). The Property is shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY holds title to units 164A and 164B, including entrance road and parking area (hereinafter "Premises") which LESSEE wishes to continue to use the Premises shown as the diagonally slashed area of Exhibit B, attached hereto and incorporated herein by this reference. LESSEE will continue providing services necessary to meet the health, welfare, and social needs of seniors in the Buellton area. LESSEE will assume all maintenance and repair responsibility for the Premises including any alterations or additional improvements thereto that may result in annual savings to the COUNTY thereby; and

WHEREAS, LESSEE allows COUNTY'S Public Health and Social Services Departments to use the Premises for performing certain public services such as nutrition and socialization assistance to seniors of the Buellton community; and

WHEREAS, COUNTY has determined that the services provided by LESSEE are necessary to meet the social needs of the senior population of COUNTY and that the Premises will not be needed for COUNTY purposes during the time of possession.

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

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY through the General Services Department Director, or designee. The COUNTY'S General Services Department Director, or designee, shall be the priority contact with LESSEE and is the reviewing department which will make periodic visits to the Premises for inspection and/or other matters as necessary.
2. **LEASED AREA:** For and in consideration of the covenants to be performed by LESSEE under this Agreement, COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY, the Premises which consists of approximately 2,600 square feet of building space (kitchen, storage room, restrooms, dining area, and small office/meeting rooms) road entrance and parking shown as the outlined area of Exhibit "B", attached hereto and incorporated herein by this reference, located at the most easterly portion of the Property at 164 W. Highway 246 in Buellton, California, 93427, which said Property is shown as the outlined area of Exhibit "A", attached hereto and incorporated herein by this reference.
3. **PURPOSE AND USE:** LESSEE shall use the Premises solely as a multi-purpose senior center for providing services necessary to meet the health, welfare, and social needs of seniors, including a daily noon time meal five (5) days a week, guidance and advice on tax and legal matters, transport to medical centers, plus nursing services, hospice counseling and other related senior activities. LESSEE shall not expand its use of the Premises beyond the scope of this Agreement, nor use the Premises for any other purposes without the express written consent of COUNTY.
4. **TERM:** The initial term of this Agreement shall be for a period of approximately twenty five (25) years, commencing upon execution and terminating August 31, 2045, subject to such provisions for extension and termination as contained herein.
5. **EXTENSION 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 term, LESSEE has two (2) options of five (5) years each to extend the term. LESSEE'S Executive Director, or designee, shall request an extension in writing to COUNTY at least ninety (90) days prior to the termination of the then-current term. The Director of the General Services Department, or designee, is authorized to grant each extension on behalf of COUNTY. Failure of LESSEE to request extension within the specified ninety (90)-day notification period shall serve as notice to COUNTY of LESSEE'S intent to terminate the Agreement at the end of the then-current term.
6. **PROVISION OF SERVICES AS CONSIDERATION FOR RENT:** In accordance with Section 3, **PURPOSE AND USE** it is determined that the services to senior citizens are a benefit to the community, therefore the Premises is being provided to LESSEE by COUNTY at no cost to LESSEE pursuant to Government Code §26227.
Should, for any reason, it be determined that the services provided by LESSEE as outlined in Section 3, **PURPOSE AND USE** are no longer being performed, or should LESSEE lose its "non-profit" status, LESSEE shall pay fair market rent for the Premises upon written notice from

COUNTY. The amount of such fair market rent shall be determined by an independent appraiser, who has been agreed upon by both parties hereto; and shall be determined by the rental value of the land only. 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 at the address stated in Section 24, NOTICES, or at such other place as may be designated in writing.

It is the intention of this Agreement that the Premises shall be provided to LESSEE at no cost to the COUNTY.

7. **PREMISES SUITABILITY:** LESSEE has been operating the senior center from these Premises since 1982, and is currently leasing the Premises under an agreement executed on January 23, 2018, which will be replaced by this Agreement. LESSEE therefore acknowledges and determines that the Premises continue to be suitable for LESSEE'S intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Premises, as shown in Exhibit "B" hereof, in its existing condition.

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

8. **PERMITS, CONSTRUCTION AND IMPROVEMENTS:** LESSEE may make alterations and improvements to the Premises with COUNTY'S prior written consent, which consent shall not be unreasonably withheld. All alterations and/or improvements shall be constructed in a good and workmanlike manner and in compliance with all applicable COUNTY policies and conditions and all governmental laws, ordinances, codes and regulations. LESSEE shall obtain at its sole cost and expense all required licenses, permits, and approvals. LESSEE shall comply with prevailing wage requirement if applicable. All improvements and alterations performed or installed on the Premises by LESSEE, other than LESSEE'S trade fixtures, shall be the property of COUNTY when installed unless specifically provided otherwise and assuming they can be removed without damage to the Premises. Should damage occur due to removal of any improvement or alteration, LESSEE shall restore the damage to COUNTY's approval at LESSEE'S sole cost and expense.

Assignment/Hypothecation/Liens: LESSEE shall not lien, pledge, hypothecate, sublease, assign, or encumber the Premises or any interest therein and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Any attempt to lien, pledge, hypothecate, sublease, assign, or in any other way encumber the Premises shall be void and without legal effect and shall constitute grounds for immediate termination, with or without notice. When improvements are constructed by LESSEE under the provisions of this Agreement, LESSEE shall inform COUNTY of the date of completion of such improvements. If any claims or stop notices against LESSEE exist more than forty-five (45) days after a Notice of Completion has been recorded on any project in excess of \$25,000, or if LESSEE fails to comply with any part of this section, LESSEE will be in material breach of this Agreement.

In the event LESSEE wishes to alter or improve the Premises, LESSEE shall notify COUNTY SIXTY (60) days in advance and must provide plans for the improvements in accordance with COUNTY building requirements/ordinances. LESSEE shall obtain advance written approval from COUNTY'S Capital Projects Assistant Director, and shall comply with all requirements of the County Architect and all permits. Copies of any required Land Use Permit(s) and/or Building Permit(s) and Waiver(s) of Lien from all contractors that perform work on the Premises shall be delivered to the COUNTY.

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

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 additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

9. **ABANDONMENT OF THE PREMISES:** LESSEE shall not abandon, vacate, surrender or assign use of the Premises at any time during the term of this Agreement. If LESSEE does abandon, vacate, surrender or assign use of the Premises, 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 Premises and any personal property belonging to LESSEE and left on the Premises more than thirty (30) days after the mailing of such termination letter 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.

10. **CONVEYANCE OF REAL PROPERTY:** COUNTY shall have the right to convey real property interests in the Property and Premises. Said conveyance shall not unduly interfere with LESSEE'S interests herein and LESSEE shall not interfere with any such rights granted by COUNTY. COUNTY shall notify LESSEE before a conveyance of real property interest and furnish LESSEE with information concerning such proposed conveyance.

11. **NONINTERFERENCE:** LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, volunteers, guests, invitees, agents and/or contractors, to use any portion of the Property or Premises, in any way which interferes with the use of the Property by 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 COUNTY. In the event LESSEE fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

12. **UTILITIES/TRASH DISPOSAL SERVICES:** All accounts for utilities including electricity, gas, telephone, light, and other public utility services including trash disposal, cable and internet service shall name LESSEE as the responsible party. LESSEE shall pay when due for all installation fees and ongoing use charges to said utilities and services.

13. **MAINTENANCE AND REPAIR:** During the term of this Agreement, including any extensions, LESSEE agrees to keep in good maintenance and repair, at its sole expense, the Premises, including, but not limited to:

- A. The structural parts of the Premises including the foundation, sub flooring, bearing and exterior walls, roof framing, sub roofing, and roof surfaces;
- B. The electrical conduits, conductors, ground equipment and all other associated devices;
- C. All mechanical equipment, as well as ancillary connections to the equipment, including but not limited to, electrical, gas, water utility service, vents drains, ducting, and supporting structures;
- D. All other unexposed electrical, plumbing and sewage systems; and
- E. The grounds, landscaping and parking lot.

14. **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 or private organization into which LESSEE may be merged.

15. **INDEMNIFICATION:** LESSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or COUNTY and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. LESSEE'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

LESSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

16. MINIMUM SCOPE AND LIMIT OF INSURANCE:

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with

limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- B. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to LESSEES with employees).
- C. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the LESSEE maintains broader coverage and/or higher limits than the minimums shown above, the E COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

17. OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Status

The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE'S insurance (at least as broad as ISO Form CG 20 10).

B. Primary Coverage

For any claims related to this contract, the LESSEE'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

D. Waiver of Subrogation

LESSEE hereby grants to COUNTY a waiver of any right to subrogation, which any insurer of said LESSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the COUNTY.

F. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the LESSEE shall obtain coverage to reduce or eliminate such self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the LESSEE shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

G. Verification of Coverage

LESSEE shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE'S obligation to provide them. The COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Special Risks or Circumstances

COUNTY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **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, Premises 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. LESSEE 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 LESSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

20. **TOXICS**: LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Premises 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, Premises 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.

21. **COMPLIANCE WITH THE LAW**: LESSEE shall comply with all applicable laws, rules, and regulations affecting the Premises or Property now or hereafter in effect in the COUNTY and State.

22. **ENTRY BY COUNTY**: COUNTY may enter upon the Property and Premises at all reasonable times to examine the condition thereof and to inspect for compliance with federal, state and COUNTY codes, rules and regulations pertaining to the operations of LESSEE. COUNTY shall give LESSEE 10 days advance notice prior to entering the Property and Premises

23. **TAXES AND ASSESSMENTS**: LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, which, due to LESSEE'S use of the Premises, may be levied upon said Premises during the term of this Agreement.

24. **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
Real Property Office
1105 Santa Barbara Street
Santa Barbara, CA 93101-6065

(805) 568-3070

LESSEE:

Buellton Senior Center
 164 W. Hwy. 246
 Buellton, CA 93427
 (805) 688-3793

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.

25. **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.

26. **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 27, **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 Premises.

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

27. **WAIVER**: 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.

28. **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.

29. **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 Premises:

A. Upon expiration or earlier termination of the Agreement as provided in Section 4, **TERM**; or

B. Upon ninety (90) day written notice from LESSEE or COUNTY; or

C. Upon abandonment of the Premises as provided in Section 9, ABANDONMENT OF THE PREMISES; 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 25, DEFAULT; or

E. As provided in Section 30, DESTRUCTION.

30. **DESTRUCTION**: If the Premises are 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 Premises and shall return the Premises to its original condition as near as is practical.

31. **HOLDING OVER**: Should LESSEE occupy the Premises 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.

32. **AGENCY DISCLOSURE**: LESSEE acknowledges that the General Services Department, Support 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.

33. **SURRENDER OF PREMISES**: Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and any claim to the Premises, leaving it in good condition, except for ordinary wear and tear.

34. **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.

35. **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.

36. **CORPORATE AUTHORIZATON**: Each individual executing this Agreement on behalf of any corporation shall represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of that corporation and that this Agreement is binding upon that corporation in accordance with its terms.

Or, in accordance with California law, provide two authorized signatures; one by a member of the "operational" group (the Chairman of the Board, the President, or Vice-President, Chief Executive Officer), and one by a member of the "financial" group (the Secretary or Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer).

37. **CONSTRUCTION**: The parties have negotiated the terms of this Agreement. They have consulted an attorney when they felt the need. The terms of this Agreement reflect this

negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

38. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: 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.

39. 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.

40. 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.

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000999

Project: Buellton Senior Center at 164
W. Hwy 246, Units A & B
APN: 99-261-22 (Portion of)
Folio: 000999
Agent: CS

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Lease Agreement to be effective upon execution by COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

GREGG HART, CHAIR
BOARD OF SUPERVISORS

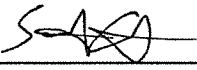
Dated: _____

By: _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: Janette D. Pell

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood, Deputy County Counsel

APPROVED:

By: Ray Aromatorio
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:

By: Carlo Achdjian
Carlo Achdjian, Manager
Real Property Division

SIGNATURE PAGE FOR
BUELLTON SENIOR CENTER

"LESSEE"

SANTA YNEZ VALLEY SENIOR
CITIZENS' FOUNDATION DBA
BUELLTON SENIOR CENTER

By: 
Pam Gnekow, Executive Director

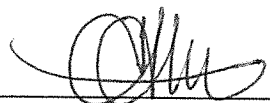
By: 
Marc Colin, CFO

Exhibit "A" The Property

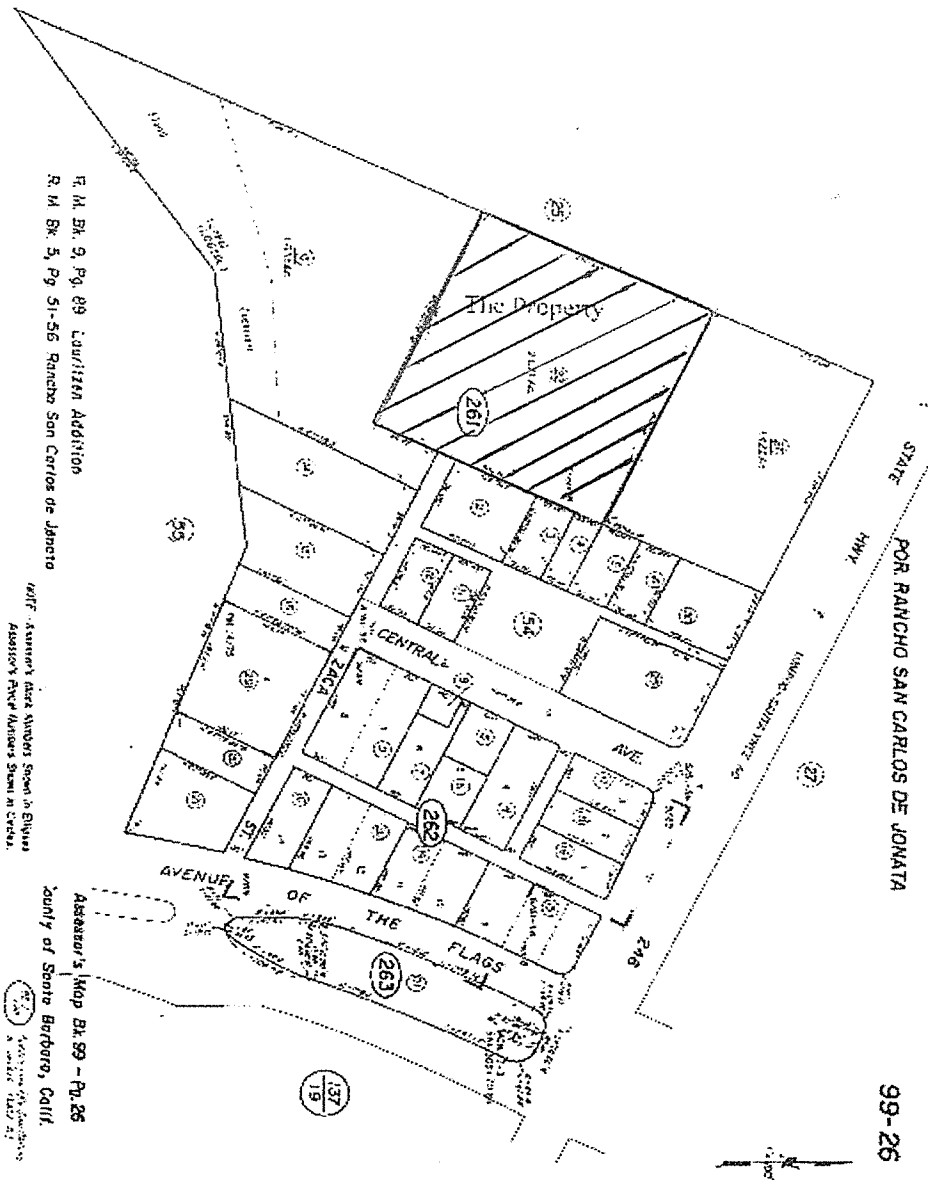


EXHIBIT "B"
The Premises

