

**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
July 12, 2018**

**Administration Building
Airport Boardroom
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Rafferty, Adams, Engel, Brown, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD JUNE 28, 2018.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**

6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **AUTHORIZATION FOR THE MANAGER OF FINANCE AND ADMINISTRATION AND ONE STAFF MEMBER OR DIRECTOR TO ATTEND THE 19TH CALPERS ANNUAL EDUCATIONAL FORUM TO BE HELD OCTOBER 22-24, 2018 IN INDIAN WELLS, CA.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE GRANT DEED AND THE TERMINATION OF GROUND LEASE RELATED TO THE SALE OF 1424 FAIRWAY DRIVE AND FOR THE GENERAL MANAGER TO EXECUTE ALL SUCH FURTHER INSTRUMENTS AND DOCUMENTS NECESSARY AND/OR APPROPRIATE TO EFFECTUATE THE SALE OF 1424 FAIRWAY DRIVE.**
9. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Conference with Real Property Negotiators (Veroneka Reade, Tom Ross and District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8).**
10. **DIRECTORS' COMMENTS.**
11. **ADJOURNMENT.**

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MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD JUNE 28, 2018

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular place at 7:00 p.m. Present were Directors Rafferty, Adams, Engel, Brown and Baskett General Manager Hastert, Manager of Finance & Administration Reade and District Counsel George.

1. MINUTES OF THE REGULAR MEETING HELD June 14, 2018. Director Baskett made a Motion to approve the minutes of the regular meeting held June 14, 2018. Director Brown Seconded and it was carried by a 5-0 vote.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – The committee met to discuss the budget.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – The committee met with the City to discuss Airpark Drive.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
3. GENERAL MANAGER'S REPORT. General Manager Hastert updated the Board on recent meetings he attended which included the Air Show, Real Estate and the Master Plan. He also gave an update to the Terminal Apron Reconstruction, Phase 2 project.
4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.

 - a) Demand Register. The Demand Register, covering warrants 065509 through 065564 in the amount of \$84,297.04 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Engel Seconded and it was carried by a 5-0 vote.
5. DISTRICT COUNSEL'S REPORT. Nothing to report.

- 1 6. PUBLIC SESSION: Statements from the floor will be heard during public session.
2 Request to Speak forms are provided for those wishing to address the board. After
3 completing the form, please give it to the Clerk. Requests requiring board action
4 will be referred to staff and brought on the next appropriate agenda. Members of
5 the public are cordially invited to speak on agenda items as they occur. Staff
6 reports covering agenda items are available for review in the offices of the General
7 Manager on the Tuesday prior to each meeting. The Board has established a five-
8 minute time limit for receipt of testimony. The board reserves the right to establish
9 further time limits for receipt of testimony.

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11 No one requested to speak.

- 12
13 7 Authorization for the President to select the LAFCO Alternate Special District
14 member. Director Baskett made a Motion to select David Seymour. Director
15 Adams Seconded and it was carried by a 5-0 vote.

- 16
17 8. Review and Approval of the Budget for fiscal year 2018-2019. Mr. Hastert gave a
18 full review of the budget. Discussion was held between Directors and staff. Director
19 Baskett made a Motion to approve the budget. Director Engel Seconded and it was
20 carried by a 5-0 vote.

- 21
22 9. Authorization for the President and Secretary to execute the Recognition and
23 Estoppel Agreements between the District and Central Coast Jet Center. Director
24 Baskett made a Motion to approve. Director Brown Seconded and it was carried
25 by a 5-0 vote.

- 26
27 10. Adoption of Resolution 866. A Resolution of the Board of Directors of the Santa
28 Maria Public Airport District recognizing the Central Coast Air Fest as a community
29 event hosted to promote aviation and setting a policy for the distribution of excess
30 revenue. Director Adams made a Motion to approve. Director Baskett Seconded
31 and it was carried by the following roll call vote. Directors Rafferty, Adams, Engel,
32 Brown and Baskett voted "Yes".

33
34 RECESS: At 8:31 p.m.

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36 Return to OPEN SESSION: At 8:40 p.m. The Board and staff reconvened to Open
37 Session.

- 38
39 11. CLOSED SESSION. At 8:40 p.m. the Board went into Closed Session to discuss
40 the following item(s):

- 41
42 a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and
43 District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8).

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45 At 8:45 p.m., the Board and staff reconvened to Open Public Session.

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47 There were no reportable actions.

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12. DIRECTORS' COMMENTS: Directors Adams, Engel, Brown and Rafferty had no comment.

Director Baskett inquired about the status of Customs.

13. ADJOURNMENT. President Rafferty asked for a Motion to adjourn to a Regular Meeting to be held on July 12, 2018 at 7:00 p.m. at the regular meeting place. Director Adams made that Motion, Director Brown Seconded and the Motion was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 8:45 p.m. on June 28, 2018.

Hugh Rafferty, President

Carl Engel, Secretary

2018-2019

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 065565 to 065621 and Electronic Payments on Pacific Premier Bank in the total amount of \$310,775.53.

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 065565 to 065621 and Electronic Payments Pacific Premier Bank in the total amount of \$310,775.53 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF JULY 12, 2018.

CARL ENGEL
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
065565*	6/28/2018	Jack's All American Plumbing	\$1,044.30	Building Maint. - Fire Station
065566*	6/28/2018	McMasters and Carr	\$528.47	Building Maint. - Terminal
065567*	6/28/2018	Orchard Supply Hardware	\$192.39	Hardware & Supplies
065568*	6/28/2018	Pacific Telemanagement Services	\$227.92	Pay Phone Service
065569*	6/28/2018	Special Dist. Risk Mgmt. Authority	\$106,525.66	Property/Liability Insurance
065570*	6/28/2018	SDRMA - Workers Comp Program	\$16,230.64	Worker's Compensation Ins.
065571*	6/28/2018	Santa Maria Valley Crop Service	\$3,697.92	Weed/Vector Control
065572*	6/28/2018	Standard Signs, Inc.	\$597.44	Signs
065573*	6/28/2018	Wayne's Tire, Inc	\$1,161.40	Automotive Maint. - Tires
065574*	7/5/2018	Chuck Adams	\$300.00	Directors Fees
065575*	7/5/2018	AT&T	\$210.45	Phone Service
065576*	7/5/2018	Berchtold Equipment Company	\$581.54	Heavy Equip Maint - Mechanical
065577*	7/5/2018	Steve Brown	\$200.00	Directors Fees
065578*	7/5/2018	Carl Engel, Jr.	\$300.00	Directors Fees
065579*	7/5/2018	Fence Factory	\$1,350.00	Fencing & Gates
065580*	7/5/2018	Frontier Communications	\$110.51	Telephone Service
065581*	7/5/2018	The Gas Company	\$299.82	Utilities
065582*	7/5/2018	Chris Hastert	\$126.85	Expense - Travel/Entertainment
065583*	7/5/2018	Pacific Gas & Electric Company	\$15,656.48	Terminal/Admin./Main Hangar
065584*	7/5/2018	Principal Financial Group	\$2,975.85	Dental, Life, Disability, Visi
065585*	7/5/2018	Hugh Rafferty	\$400.00	Directors Fees
065586*	7/5/2018	Toshiba Financial Services	\$548.56	Copier Lease
065587*	7/5/2018	Verizon Wireless	\$727.96	Cell Phones
065588*	7/5/2018	Western Tree Service	\$3,500.00	Tree Removal
065589*	7/5/2018	Thomas R. Widroe	\$25,000.00	Consulting Services
065590	7/10/2018	American Assn of Airport Exec	\$2,875.00	Renew AAAP - Affiliate Dues
065591	7/10/2018	Applied Industrial Technologies	\$371.52	Building Maint. - Hangar Area
065592	7/10/2018	AT&T	\$129.49	Phone Service
065593	7/10/2018	Bomar Security & Investigation	\$5,243.31	Security Service
065594	7/10/2018	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
065595	7/10/2018	California Electric Supply	\$87.54	Lighting Maintenance
065596	7/10/2018	CARR'S BOOT SHOP	\$805.99	Safety Equipment
065597	7/10/2018	Consolidated Electrical Distributors, Inc	\$3,852.68	Lighting Maintenance
065598	7/10/2018	Clark Pest Control	\$380.00	Pest Control - Terminal & Adm.
065599	7/10/2018	Fedak & Brown LLP	\$7,995.00	Annual Audit
065600	7/10/2018	Frontier Communications	\$1,138.91	Telephone Service
065601	7/10/2018	Government Finance Officers Assoc.	\$160.00	Membership Dues
065602	7/10/2018	Hayward Lumber Company	\$57.54	Small Tools

Santa Maria Public Airport District

Demand Register

	Check Date	Vendor Name	Check Amount	Description
065603	7/10/2018	Ray Heath	\$3,575.20	Consulting Service
065604	7/10/2018	J B Dewar, Inc	\$633.73	Fuel Expense - Gas/Diesel
065605	7/10/2018	J.F. Will Company, Inc.	\$18,489.60	Fence Repair Project
065606	7/10/2018	Letters, Inc.	\$60.00	Auto Maintenance
065607	7/10/2018	Eric Libbey	\$250.00	Security Deposit
065608	7/10/2018	Lockheed Martin	\$393.50	Security Deposit & CR Balance
065609	7/10/2018	MarTeeny Designs	\$200.00	Web Page Maint.
065610	7/10/2018	Mission Uniform Service	\$116.63	Uniform Service
065611	7/10/2018	Napa Auto Parts	\$14.12	Auto parts
065612	7/10/2018	Pacific Telemanagement Services	\$227.92	Pay Phone Service
065613	7/10/2018	PATHPOINT	\$1,132.32	Airport Maintenance Service
065614	7/10/2018	Pacific Gas & Electric Company	\$291.72	Electricity
065615	7/10/2018	ProDIGIQ, Inc	\$45,120.00	Annual Customer Support Svc
065616	7/10/2018	ReadyRefresh by Nestle	\$97.69	Water Delivery
065617	7/10/2018	Santa Barbara LAFCO	\$4,391.00	Pro-Rata Share/ LAFCO's Budget
065618	7/10/2018	S Lombardi & Assoc., Inc.	\$4,200.00	Airport Advertising
065619	7/10/2018	Sousa Tire Service, LLC	\$795.93	Heavy Equip Maint - Tires
065620	7/10/2018	Tartaglia Engineering	\$10,005.00	AIP 34
065621	7/10/2018	Limotta Internet Technologies	\$924.50	Computer Support Services
Total Checks Written:			\$297,010.00	

*Approved by One Board Member

Electronic Payments			
6/28/2018	Cal Pers	\$24.52	
6/28/2018	Cal Pers	\$5,825.86	
7/2/2018	Mass	\$3,159.50	
7/10/2018	Cal Pers	\$4,755.65	
		\$13,765.53	

Total Funds Dispersed: \$310,775.53



PUBLIC AIRPORT DISTRICT

Agenda Item
7
7/12/2018

07/12/18

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Authorization for the Manager of Finance and Administration and one staff member to attend the 19th Annual CalPERS Education Forum to be held October 22-24, 2018 in Indian Wells, CA.

Summary

This valuable seminar allows staff to attend customized learning sessions, connect one-on-one with CalPERS experts, discuss priority issues facing our organization, earn Continuing Education Credit, meet CalPERS leaders, and network with colleagues from around the state

Budget

		Attendees	Days	Rate	Total
Hotel:	Hotel stay	2	3	\$215.00	\$1,290.00
Meals:	Meals	2	4	\$60.00	\$480.00
Transportation:	Ground	2		\$306.00	\$612.00
Fees:	Registration	2		\$349.00	\$698.00
	Total:				\$3,080.00

Overall Impact:

Approved 2018-2019 Budget for Business Travel	\$56,618.00
Previously Approved Business Travel	\$4,840.00
Current Balance for Business Travel	\$51,778.00
Amount of this Request	\$3,080.00
Balance Remaining if Approved	\$48,698.00

Recommendation

Staff recommends the board authorize this travel to provide staff with additional training on benefits provided to the District Staff.

Please let me know if you have any questions:

Sincerely,

Chris Hastert, CM
General Manager

BILL OF SALE

THIS BILL OF SALE is made and entered into this ____ day of _____, 2018, by and between Santa Maria Public Airport District (the "Seller") and Scannell Properties #250, LLC (the "Purchaser").

WHEREAS, Pacific Industrial, LLC ("Pacific"), predecessor-in-interest to Buyer, and Seller, executed a Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated as of February 12, 2015 and that certain Addendum to Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated February 18, 2015 (collectively, the "Original Agreement"), pursuant to which the Seller agreed to sell and Pacific agreed to purchase certain real estate containing approximately 21.09 acres of land located at 1424 Fairway Drive, Santa Maria, California, as more particularly described in the Agreement (the "Property"). Pacific assigned all of its right, title and interest in and to the Agreement to Purchaser pursuant to that certain Assignment and Assumption of Real Estate Purchase Agreement dated August 13, 2015 (the "Assignment"). Seller and Purchaser subsequently entered into a Second Addendum to Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated August 28, 2015 (the "Second Addendum") and a Third Addendum to Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated October 27, 2016 (the "Third Addendum"). The Original Agreement, the Assignment, the Second Addendum, and the Third Addendum are herein after referred to as the "Agreement;" and

WHEREAS, pursuant to the Agreement, Seller has also agreed to sell, transfer, grant and convey to Purchaser all tangible personal property of every kind and nature owned by Seller which is specifically located in or upon the Property, and, in the conjunctive, used in connection with the existence, use, ownership, occupancy, operation and/or maintenance of the Property (all of the aforesaid property to be conveyed by Seller being hereinafter collectively referred to as the "Personal Property"); and

WHEREAS, Purchaser desires to accept the sale, transfer, grant and conveyance of Seller's interest in the Personal Property.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate, covenant and agree as follows:

1. Seller does hereby sell, transfer, grant, convey, and deliver unto Purchaser, all of Seller's right, title and interest in and to the Personal Property.
2. Seller represents, covenants and warrants to Purchaser, and its successors and assigns, that Seller is the owner of the Personal Property, has full right and title thereto and authority to sell the same, and has sold, transferred, granted, conveyed, and delivered the Personal Property free and clear of all liens, encumbrances, mortgages, security interests, pledges and charges of any kind and description. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any damages, liabilities, costs or expenses incurred by Purchaser as a result of the breach of the foregoing representations, covenants and warranties.
3. All of the Personal Property is transferred from Seller to Purchaser "as is." Seller makes no implied warranty of merchantability and no warranty, either express or implied, concerning the Personal Property, except for the representations and warranties contained in this Bill of Sale.
4. Purchaser does hereby accept the foregoing sale, transfer, grant and conveyance.

5. If any provision or provisions of this Bill of Sale shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Bill of Sale shall remain in full force and effect and binding on Seller and Purchaser. This Bill of Sale constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties. This Bill of Sale shall be binding upon, and shall benefit, the parties and their heirs, personal representatives, successors and assigns. This Bill of Sale and all related documents shall be governed by the laws of the State of California. In the event of any enforcement of the terms of this Bill of Sale by either party hereto, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees in connection with such enforcement action.

6. This Bill of Sale may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date and year first above written.

Purchaser

SCANNELL PROPERTIES #250, LLC,
an Indiana limited liability company

Date: _____, 2018

By: _____
James C. Carlino, Manager

Seller

SANTA MARIA PUBLIC AIRPORT DISTRICT,
a public airport district of the State of California

Date: _____, 2018

By: _____
Printed: _____
Its: _____



ESCROW ACCEPTANCE LETTER

Date: February 19, 2015

Escrow No.: 00034745-001-PS
Escrow Officer: Patricia Schlageck

The undersigned, as Escrow Holder, hereby acknowledges receipt of this Agreement entitled Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate and Addendum to Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate and between The Santa Maria Public Airport District ("Seller") and PACIFIC INDUSTRIAL LLC, a Delaware limited liability company ("Buyer").

The undersigned hereby agrees to (i) accept said Agreement; (ii) act as Escrow Holder under the Agreement; (iii) be bound by the Agreement in the performance of its duties as Escrow Holder subject to any conditions set forth herein below or in the General Provisions attached hereto; and (iv) effect the Closing provided Escrow Holder shall not have received notice from Seller or Buyer of the failure of any condition to the Closing or of the termination of this escrow or Agreement.

Escrow Holder acknowledges a fully executed copy of the Agreement on February 19, 2015.

Escrow Holder further acknowledges receipt of the \$100,000.00 Deposit wire on February 19, 2015. Escrow Holder shall not invest the Deposit unless and until Buyer delivers a completed W-9 Form and Deposit Investment Escrow Instructions. In the event the Deposit is delivered by a party other than the noted Buyer, Escrow Holder will require Third Party Deposit Escrow Instructions before using the funds for benefit of the Buyer.

The Date of Agreement as defined in Section 1.2 of the Agreement has been established as February 18, 2015.

The Purchase Price as defined in Section 3.1 of the Agreement has been established as \$4,130,000.00.

The Feasibility Deadline as defined in Section 9.1(s) of the Agreement has been established as August 17, 2015, 5:00 P.M. California time. Pursuant to Section 9.6 of the Addendum dated February 18, 2015, in the event the Seller's Contingencies are not satisfied, the Seller shall provide written notice to the Buyer and Escrow Holder prior to the expiration of the Feasibility Deadline. Upon Seller's delivery of written notice, the Feasibility Deadline shall be extended ten business days following the date Seller's Contingencies are satisfied.

The Expected Closing Date as defined in Section 1.1 of the Agreement has been established as on or before September 16, 2015. Pursuant to Section 1.1 of the Addendum dated February 18, 2015 the Buyer shall have two additional periods of 30 days each to extend the Expected Closing Date. In the event the Buyer elects to exercise it options to extend the Expected Closing Date, the Buyer shall deliver written notice to Seller and Escrow Holder at least five days prior to the Expected Closing Date and deposit Additional Earnest Money in the amount of \$50,000.00.

In lieu of a the Title Commitment noted in Section 9.1(f), Escrow Holder shall cause a Preliminary Report to be delivered to Buyer and Seller as this is customary in Southern California. In the event a Title Commitment or a Pro Forma Policy is required, Buyer and/or Seller shall notify Title Company in writing and include instructions for issuance of the same.


According to Section 1.1, Buyer has the option to assign said Agreement. Buyer hereby agrees to notify Escrow Holder of the designated assignee five business days before the Expected Closing Date.

CONTINUED ON NEXT PAGE

NATURAL HAZARD REPORT: The parties have asked Escrow Holder to obtain and distribute a Natural Hazard Report. Escrow Holder will order and deliver the same. The parties herein agree and understand, Escrow Holder and/or Title Company will not prepare, review or confirm any information contained in said Natural Hazard Report. Escrow Holder and/or Title Company are not the Natural Hazard Expert, and the parties agree said report is being delivered as an accommodation only.

Notwithstanding any provisions of the Agreement to the contrary, in the event of termination of the Agreement by the parties pursuant to any provision contained therein, Escrow Holder reserves the right to require parties to provide Escrow Holder with mutually executed instructions to cancel this escrow and deliver any funds and/or documents on deposit.


CHICAGO TITLE COMPANY

By: 
Stacy Wei for Patricia Schlageck
Sr. Escrow Officer

Accepted and Approved by:

BUYER:

PACIFIC INDUSTRIAL LLC,
a Delaware limited liability company

By: 
Name: JOSEPH MISTRURDA
Title: PARTNER & CEO

SELLER:

The Santa Maria Public Airport District

By: _____
Name: Chris Hastert
Title: General Manager



2/19/2015

Date: February 19, 2015

Escrow No.: 00034745-001-PS

Escrow Officer: Patricia Schlageck

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transfer. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions -Interest Bearing Account", which has been provided to you. If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Chicago Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. **WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.**

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.**

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. **UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES.** If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested. By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due **Chicago Title Company**, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of **Chicago Title Company** as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations thereunder, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. **Chicago Title Company** has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. **Chicago Title Company** is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. **Chicago Title Company** is not the agent for the Buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The Buyer is advised they must independently

make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant **Chicago Title Company** is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Chicago Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. **Chicago Title Company** is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures.

22. CLARIFICATION OF DUTIES

Chicago Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

23. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over 90 days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25.00 that is to be charged against the funds held by the Company.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

CHICAGO TITLE COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY NO. 350 ISSUED BY THE CALIFORNIA DEPARTMENT OF INSURANCE.

BUYER:

PACIFIC INDUSTRIAL LLC,
a Delaware limited liability company


By: _____

Name: JOSEPH MISKURZA
Title: Partner & CEO

SELLER:

The Santa Maria Public Airport District

By: _____

Name: Chris Hastert
Title: General Manager

**PERSONAL UNDERTAKING
(INDEMNITY GAP AGREEMENT)**

WHEREAS, CHICAGO TITLE INSURANCE COMPANY (the Company) is about to issue its title insurance policies to the above named insured upon the real estate described in the above-referenced order number (either directly or through its agent).

AND, WHEREAS, the Company in its examination of the title to said real estate, has raised as exceptions to such title the following matters:

Matters which may appear of record between the date and time of closing and the recording of the documents in the appropriate registry.

AND, WHEREAS, the Company has been requested to issue such policies without taking exception to said matters, (or if they are excepted) to insure against certain loss caused thereby, whether by ENDORSEMENT or otherwise;

AND, WHEREAS, the Company may hereafter in the ordinary course of its business issue another policy or other policies in the form or forms now or then commonly used by the Company, insuring in the manner set forth above.

NOW, THEREFORE, in consideration of the issuance of said title insurance policy, the undersigned covenants and agrees with the Company (1) to forever fully protect, defend and save harmless the Company from and against the above mentioned matters; (2) to forever fully protect, defend and save harmless the Company from any and all loss, costs, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of or growing out of said matters, or any of them, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of said matters or of any of them; (3) to defend at undersigned's own costs and charges in behalf of and for the protection of the Company and of the parties insured, or who may be insured, against loss by it under its said title insurance policy or policies (but without prejudice to the right of the Company to defend at the reasonable expense of the undersigned if it so elects) any and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and every provision hereof shall extend to and be in force concerning any and every other title insurance policy or policies which the Company may at any time or times hereafter issue, insuring against loss by reason of such matters in the manner described above; (5) to reimburse the Company for reasonable attorney's fees and other costs of enforcing this agreement.

The Company shall have the right at any time hereafter, when it shall deem it necessary or expedient, in its reasonable discretion and upon prior written notice to the undersigned to pay, discharge, satisfy or remove from the title to said real estate the said matters or any of them and the undersigned covenant and agree to pay the Company all amounts reasonably expended on demand.

In case such matters are removed from the title to said real estate (other than by the Company) to the reasonable satisfaction of the Company, then the above obligation to be void, otherwise to remain in full force and virtue.

This Undertaking shall also run in favor of any agent in the Company involved in issuing said policy.

THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF SAID POLICIES.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of _____.

SELLER:

**The Santa Maria Public Airport District,
a state agency of the State of California**

By: _____
Name: Chris Hastert
Title: General Manager

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Scannell Properties #250, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240
Attn: James C. Carlino

MAIL TAX STATEMENTS TO:

Scannell Properties #250, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240
Attn: James C. Carlino

APN: 111-231-015

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
County of Santa Barbara Documentary Transfer Tax is \$4,950.00
City of Santa Maria City Transfer Tax is \$0.00
And is computed on full value of interest or property conveyed

SANTA MARIA PUBLIC AIRPORT DISTRICT, a state agency of the State of California ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by **SCANNELL PROPERTIES #250, LLC**, an Indiana limited liability company ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all of Grantor's right, title and interest in and to that certain parcel of land located in Santa Barbara County, California, and legally described in **Exhibit A** attached hereto, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all right, title and interest, if any, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

This conveyance is made by Grantor and accepted by Grantee subject to all those matters set forth on the list of Permitted Exceptions attached hereto as **Exhibit B** and made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns forever.

Grantor, as its sole warranty herein, specially warrants to Grantee, its successors and assigns, that it will forever defend title to the Real Property (subject to the Permitted Exceptions) against only those claims of persons claiming to title or to or asserting claims affecting title to the Real Property, or any part thereof, by, through or under Grantor, but not otherwise.

Executed as of this ____ day of _____, 2018.

GRANTOR:

Santa Maria Public Airport District,
a state agency of the State of California

Approved as to content for District:

By: _____
Hugh Rafferty, President

Chris Hastert, General Manager

By: _____
Carl Engel, Secretary

Approved as to form for District:

Dated: _____, 2018

District Counsel

DISTRICT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT A

Real Property

A portion of Section 28, Township 10 North, Range 34 West, San Bernardino Meridian, in the City of Santa Maria, County of Santa Barbara, State of California, and more particularly described as follows:

Beginning at the Southwesterly corner of Parcel A of Piper Airpark Parcel Map, Tract 5281 per map filed in Book 24, Pages 4 and 5 of Parcel Maps, in the office of the County Recorder of said County;

thence North 01° 55' 20" East, 1230.37 feet, along the Westerly line of said Parcel A, to the Northwesterly corner thereof;

thence North 88° 06' 42" West, 819.45 feet, more or less, to the Easterly line of Rancho Punta De La Laguna as shown on map filed in Book 29, Page 141 of Record of Surveys, in the office of said County Recorder;

thence South 02° 15' 59" West, 729.02 feet, more or less, along said Easterly line to the Northerly line of the grant of easement to the Santa Barbara County Flood Control and Water Conservation District per Deeds recorded as Instrument No. 96-070704 and 97-017493 of Official Records of said County;

thence South 34° 37' 04" East, 584.69 feet, more or less to the beginning of a curve concave to the Northeast having a radius of 77.50 feet;

thence Easterly along said curve an arc distance of 72.35 feet through a central angle of 53° 29' 38";

thence continuing along said Northerly line, South 88° 06' 42" East, 413.40 feet to the true point of beginning.

EXCEPTING therefrom and reserving unto Thomas Silva and Tereza Silva, their successors, heirs, and assigns, all minerals including oil, gas, asphaltum, and hydro-carbon substances in and under said premises together with the right to enter upon said premises for the purpose of prospecting for and removing the substances mentioned above. As reserved in Deed recorded November 2, 1942 as Instrument No. 8279 in Book 552 Page 481 of Official Records.

APN: 111-231-015

EXHIBIT B

Permitted Exceptions

- 1.** Property taxes which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019.
- 2.** The lien of supplemental or escaped assessments of property taxes, if any. None currently due and payable.
- 3.** Water rights, claims or title to water, whether or not disclosed by the public records.
- 4.** Vested and accrued water rights contained in various United States Patents recorded October 25, 1887, Book A, Page 641 of Patents.
- 5.** Rights and privileges as set forth and reserved in that certain Quitclaim Deed executed by the Union Oil Company of California, a corporation, to Stephen V. Nicolai, et al., and recorded in Book 513, Page 415 of Official Records.
- 6.** Right of way for 2 inch pipeline for transportation of gas, oil or gasoline granted to Erminia P. Dargie, to J. F. Goodwin recorded in Book 155, Page 306 of Deeds.
- 7.** Easements granted to Santa Barbara County Flood Control District recorded as Instrument No. 10592 in Book 2039, Page 1023 of Official Records.
- 8.** Easement for construction operations granted to Santa Barbara County Flood Control and Water District, recorded as Instrument No. 96-70704 of Official Records.
- 9.** RESOLUTION NO. 2016-13 of the City Council of Santa Maria, California initiating annexation to assessment districts proceedings recorded March 4, 2016, as Instrument No. 2016-0010143 of Official Records.
- 10.** RESOLUTION NO. 2016-15 of the City Council of Santa Maria, California annexing and authorizing the assessment of Landscape Maintenance Fees, recorded April 12, 2016, as Instrument No. 2016-0017294 of Official Records.
- 11.** Rights of FedEx Ground Package System, Inc., as tenant only, under an unrecorded lease.
- 12.** Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by Survey prepared by T&M Surveying, as Project No. 228, dated May 19, 2018:

- a. Portions of the chain link fence are coincidental to the property line.

13. Leasehold Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing for the benefit of Associated Bank National Association, recorded May 9, 2018, as Instrument No. 2018-0018780.

14. Assignment of Rents and Leases assigned to Associated Bank, National Association recorded May 9, 2018, as Instrument No. 2018-0018781.

15. UCC Financing Statement for secured party, Associated Bank, National Association recorded May 9, 2018, as Instrument No. 2018-0018782.



SELLER WIRE TRANSFER INSTRUCTIONS

Date: June 19, 2018
Escrow No. 00034745-021-PS
Escrow Officer: Patricia Schlageck

The undersigned hereby authorizes and directs Chicago Title Company to wire transfer funds, as indicated below, to the Receiving Bank and Account identified below. The undersigned warrants that the information provided in this Authorization is complete and accurate.

NET PROCEEDS DUE THE UNDERSIGNED

Receiving Bank: _____
City/State: _____
ABA Number: _____
Account Name: _____
Account Number: _____
Notify: _____
Phone: _____
Memo: _____
Other: _____

Provided that the funds are wire transferred in accordance with these instructions, Chicago Title Company shall not be liable for any act or omission of any financial institution or any other person, nor shall Chicago Title Company have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Federal Funds rate, adjusted daily, for the number of days that such funds are unavailable.

The undersigned shall indemnify and hold harmless Chicago Title Company, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.

In no event shall Chicago Title Company be liable for any special, consequential, indirect or incidental damages, regardless of whether any claim is based on contract or tort whether the likelihood of such damage was known to Chicago Title Company.

SELLER:

**The Santa Maria Public Airport District,
a state agency of the State of California**

By: _____
Name: Chris Hastert
Title: General Manager

DISCHARGE OF MEMORANDUM OF GROUND LEASE
AND
TERMINATION OF GROUND LEASE

The undersigned, **SCANNELL PROPERTIES #250, LLC**, an Indiana limited liability company ("Lessee"), and **SANTA MARIA PUBLIC AIRPORT DISTRICT**, a public airport district of the State of California ("District"), hereby acknowledge and agree that:

1. Lessee and District entered into a certain Ground Lease dated as of March 8, 2018, as amended by a First Amendment to Ground Lease dated April 12, 2018 (collectively, the "Lease"), in connection with property more specifically described in the Lease and located at 1424 Fairway Drive, Santa Barbara County, Santa Maria, California (the "Premises").

2. On April 16, 2018, a Memorandum of Ground Lease was recorded in the Official Records of the County of Santa Barbara Clerk Recorder as Instrument No. 2018-0015193 (the "Memorandum") to provide record evidence of the existence of the Lease and the interest of the tenant in the Premises.

3. On _____, 2018, Lessee acquired the Premises from the District as evidenced by that certain Grant Deed recorded in the Official Records of the County of Santa Barbara Clerk Recorder on _____, 2018 in Book _____, Page _____ (the "Deed") and, consequently, Lessee's leasehold interest in the Premises under the Lease merged into its superior title to the Premises under the Deed.

3. Pursuant to Section 19(a) of the Lease, upon Lessee's acquisition of the Premises, the Lease and all possessory rights granted thereunder automatically terminate and shall be of no further force or effect against the Premises described therein. By the execution of this instrument, the Memorandum shall, likewise, be terminated, DISCHARGED of record and shall be of no further force or effect.

EXECUTED this ____ day of _____, 2018.

[Execution on the following pages]

**SIGNATURE PAGE OF TENANT TO
REVOKE OF MEMORANDUM OF GROUND LEASE
AND
TERMINATION OF GROUND LEASE**

LESSEE:

**SCANNELL PROPERTIES #250, LLC,
an Indiana limited liability company**

Witness

By: _____
James. C. Carlino, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this the _____ day of _____, 2018, before me, the undersigned officer, personally appeared the above-named James C. Carlino known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose therein contained as Manager of and on behalf of SCANNELL PROPERTIES #250, LLC.

Justice of the Peace/Notary Public
My Commission Expires _____
Print name _____

**SIGNATURE PAGE OF DISTRICT TO
DISCHARGE OF MEMORANDUM OF GROUND LEASE
AND
TERMINATION OF GROUND LEASE**

District:

Santa Maria Public Airport District,
a state agency of the State of California

Approved as to content for District:

By: _____
Hugh Rafferty, President

Chris Hastert, General Manager

By: _____
Carl Engel, Secretary

Approved as to form for District:

Dated: _____, 2018

District Counsel

DISTRICT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)
County of _____)

On _____ before me, _____
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DISTRICT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

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personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
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and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
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State of California)
County of _____)

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personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Prepared by, upon recording return to, and
subsequent tax bills to:

JAMES C. CARLINO, ESQ.
Scannell Properties #250, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240