



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

**Tuesday
November 22, 2022**

**Administration Building
Airport Boardroom
9:00 A.M.**

**SPECIAL 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: Engel, Brown, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD NOVEMBER 10, 2022.**
- 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
 - b) Budget to Actual
 - c) Financial Statements
- 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 PRESIDENT AND SECRETARY TO EXECUTE THE SPECIAL EVENT LICENSE AGREEMENT BETWEEN THE DISTRICT AND PLANES OF FAME AIR MUSEUM.**
8. **CONSENT TO SUBLEASE AGREEMENT BETWEEN PLANES OF FAME AIR MUSEUM AND FIGHTER REBUILDERS, LLC.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF AIRPORT GROUND SUBLEASE BETWEEN PLANES OF FAME AIR MUSEUM AND THE DISTRICT.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE COST-SHARING AGREEMENT BETWEEN THE DISTRICT AND G3, LLC.**
11. **AUTHORIZATION FOR THE PRESIDENT TO EXECUTE THE ESTOPPEL CERTIFICATE AND ADDENDUM TO GROUND LEASE FOR THE PROPERTY LOCATED AT 3455 SKYWAY DRIVE, SANTA MARIA, CA 93455.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF SERVICE AGREEMENT BETWEEN THE DISTRICT AND THE WIDROE GROUP, INC.**
13. **AUTHORIZATION FOR TUITION REIMBURSEMENT FOR ONE STAFF MEMBER.**
14. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases.
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
 - e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, United States District Court Central District of California Case No. 2:22-cv-07169-SVW-AS.
15. **DIRECTORS' COMMENTS.**
16. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD NOVEMBER 10, 2022

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 7:00 p.m. Present were Directors Engel, Brown, Adams, Rafferty, and Baskett. Interim Manager Fenton, and District Counsel Frye Laacke. The Manager of Finance & Administration Reade was absent.

1. MINUTES OF THE REGULAR MEETING HELD October 27, 2022. Director Rafferty made a Motion to approve the minutes of the regular meeting held October 27, 2022. Director Baskett Seconded and it was carried by a 5-0 vote.
2. MINUTES OF THE SPECIAL MEETING HELD November 3, 2022. Director Adams made a Motion to approve the minutes of the special meeting held November 3, 2022. Director Rafferty Seconded and it was carried by a 4-0 vote. Director Brown abstained as he was absent from the special meeting.
3. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – No meeting scheduled.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – Met to discuss item 10 on the agenda.
4. GENERAL MANAGER'S REPORT. Interim Manager Kerry Fenton informed the board that our Accounting Clerk, Katya Haussler, has received her A.S. degree with honors in accounting from Hancock College. She attended an EDC meeting and attended the FFAST meeting. She met with the City and Engie Solar. She had a meeting with Steve Lombardi to discuss upcoming marketing. She attended a demonstration of the program Spend Clarity with our Manager of Finance & Administration Reade. She also informed the board that Arista Aviation will be closing.
5. Interim Manager Kerry Fenton presented the Demand Register to the Board for review and approval.
 - a) Demand Register. The Demand Register, covering warrants 070897 through 070938 in the amount of \$557,210.32 was recommended for approval as presented. Director Rafferty made a Motion to accept the Demand Register as presented. Director Baskett Seconded and it was carried by a 5-0 vote.

6. DISTRICT COUNSEL'S REPORT. Counsel Frye Laacke had nothing formal to report. She informed the board that it was the 247th anniversary of the founding of the Marines.
7. 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 has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

Alejandro Arredondo updated the board on Arista Wests' closure. He informed the board that Arista West formally closed on November 5th, 2022, and that they are currently tearing down their space inside their building. Artcraft offered all 5 of Arista West employees' employment. As of the time of this meeting 4 accepted and 1 was pending.
8. Authorization for the President and Secretary to execute the second amendment of agreement between the District and G3. Director Baskett made a motion to approve. Director Rafferty Seconded, and it was carried by a 5-0 vote.
9. Authorization for one staff member and one community member to attend the 2023 Allegiant airport conference to be held April 18th – 20th, 2023 in Las Vegas, NV. Director Rafferty made a motion to approve. Director Adams Seconded, and it was carried by a 5-0 vote.
10. Authorization for the President and Secretary to execute the first amendment of lease between the district and Airport RV & Boat Storage, LLC. Director Baskett made a motion to approve. Director Adams Seconded, and it was carried by a 5-0 vote.
11. CLOSED SESSION. At 7:18 p.m. the Board went into Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.

- e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, United States District Court Central District of California Case No. 2:22-cv-07169-SVW-AS.

At 8:00 pm., the Board and staff reconvened to Open Public Session.

No reportable actions.

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

Director Adams informed the board that his son has joined the Marines.

Director Baskett expressed his desire that the airport become energy independent in the future as he feels it would be a great asset to the airport itself and the community at large.

13. ADJOURNMENT. President Engel asked for a Motion to adjourn to a Special Meeting to be held on November 22, 2022, at 9:00 a.m. at the regular meeting place. Director Baskett made that Motion, Director Adams Seconded and it 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 8:02 p.m. on November 10, 2022.

Carl Engel, President

Hugh Rafferty, Secretary

2022-2023

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 070939 to 071007 and electronic payments on Pacific Premier Bank and in the total amount of \$706,989.90

KERRY FENTON
INTERIM GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 070939 to 071007 and electronic payments on Pacific Premier Bank in the total amount of \$706,989.90 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 NOVEMBER 22, 2022.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 70939	11/9/2022	Adamski Moroski	\$8,707.50	Legal Counsel Service
* 70940	11/9/2022	Advantage Answering Plus	\$1,077.04	Answering Service
* 70941	11/9/2022	AT&T	\$123.35	Telephone Service
* 70942	11/9/2022	Avsurance Corporation	\$16,148.00	Annual Airport Liability Insurance
* 70943	11/9/2022	Bomar Security & Investigation	\$7,889.12	Security Service
* 70944	11/9/2022	Boyer's Diesel	\$897.50	Vehicle Maintenance
* 70945	11/9/2022	Carahsoft	\$1,810.00	LinkedIn Learning Solutions 1/24/23 - 1/23/24
* 70946	11/9/2022	Clark Pest Control	\$2,788.00	Weed/Wildlife Maintenance
* 70947	11/9/2022	Coast Clutch & Brake Supply	\$3.21	Vehicle Maintenance
* 70948	11/9/2022	Comcast	\$1,250.88	Cable/Internet/Digital Voice
* 70949	11/9/2022	Cool Hand Luke's	\$26,752.50	Airfest - VIP Tent
* 70950	11/9/2022	Farm Supply Company	\$677.56	Maintenance - Drainage
* 70951	11/9/2022	Fedak & Brown LLP	\$3,755.00	Annual Audit
* 70952	11/9/2022	Federal Express	\$24.68	Shipping Services
* 70953	11/9/2022	Ferguson Enterprises, Inc.	\$601.37	Building Maint. - Hangars/ Terminal
* 70954	11/9/2022	Frontier Communications	\$798.46	Telephone Service
* 70955	11/9/2022	Groveman Hiete LLP	\$43,400.00	Legal Counsel Services
* 70956	11/9/2022	J B Dewar, Inc	\$1,151.01	Unleaded/ Diesel Fuel
* 70957	11/9/2022	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 70958	11/9/2022	J.F. Will Company, Inc.	\$159,228.36	Obstruction Removal/Asphalt Repair
* 70959	11/9/2022	Mission Linen Service	\$193.70	Uniform Service
* 70960	11/9/2022	Pacific Telemanagement Services	\$230.92	Pay Phone Services - Terminal
* 70961	11/9/2022	Rafferty, Hugh - Reimbursement	\$112.50	SBCCSDA Meetings - Travel Reimbursement
* 70962	11/9/2022	RRM Design Group	\$9,371.25	Bus. Park Spec. Plan / Space Parcel Rezoning
* 70963	11/9/2022	Santa Barbara Cnty Special District Assoc.	\$300.00	2023 Annual Dues
* 70964	11/9/2022	State Water Resources Control Board	\$86.68	Site Cleanup Program - 7/1/22 - 9/30/22
* 70965	11/9/2022	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 70966	11/9/2022	United Site Services of California, Inc.	\$10,921.67	Airfest Safety and Security
* 70967	11/9/2022	VTC Enterprises	\$70.00	Trash - Paper Recycling
* 70968	11/9/2022	WageWorks	\$100.00	Cafeteria Plan - Admin Fee
* 70969	11/9/2022	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 70970	11/9/2022	HR Your Way, Inc.	\$1,122.00	HR Outsource
* 70971	11/9/2022	Digital West	\$950.65	Network Services - Terminal
* 70972	11/9/2022	ADK Consulting	\$13,300.00	Executive Search Services
* 70973	11/9/2022	Kunkle, Heather	\$1,093.09	Central Coast Airfest - Marketing
* 70974	11/9/2022	Caviness, John	\$349.00	Tenant Refund
* 70975	11/21/2022	American Assn of Airport Exec	\$450.00	Digicast 1/1/23 - 3/31/23

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
* 70976	11/21/2022	Allegiant Air LLC	\$470.00	2023 Conference Registration
* 70977	11/21/2022	AT&T	\$43.66	Telephone Service
* 70978	11/21/2022	Bartlett, Pringle & Wolf	\$90.00	License Renewal 12/22 - 12/23
* 70979	11/21/2022	CNH Industrial Capital America LLC	\$764.12	Vehicle Maintenance
* 70980	11/21/2022	Blueglobes, Inc.	\$371.41	Lighting Maintenance - Landing Area
* 70981	11/21/2022	Brayton's Power Wash & Sweep	\$500.00	Street Sweeping
* 70982	11/21/2022	Cal Stripe inc	\$189,212.66	Runway 20 Displaced Threshold
* 70983	11/21/2022	City of Guadalupe	\$27,443.88	Security Service / LEO September 2022
* 70984	11/21/2022	City of Santa Maria	\$426.52	Construction Meter Fees
* 70985	11/21/2022	Comcast Business	\$2,205.77	Internet Service
* 70986	11/21/2022	De Lage Landen	\$102.18	Copier
* 70987	11/21/2022	Farm Supply Company	\$359.40	Drainage Maintenance - FBO Area
* 70988	11/21/2022	Fenton, Kerry	\$50.00	Cell Phone Allowance
* 70989	11/21/2022	Frontier Communications	\$216.86	Telephone Service
* 70990	11/21/2022	J B Dewar, Inc	\$554.93	Unleaded/Diesel Fuel
* 70991	11/21/2022	J.F. Will Company, Inc.	\$17,350.55	Owner Build Tie Down
* 70992	11/21/2022	Keylock Security Specialists	\$550.00	Gates - Security
* 70993	11/21/2022	McMaster-Carr	\$731.18	Shop Supplies/Tools
* 70994	11/21/2022	Mead & Hunt, Inc.	\$6,600.00	Airport Consulting Service
* 70995	11/21/2022	Mission Linen Service	\$96.85	Uniform Service
* 70996	11/21/2022	Osborn, Carla	\$1,483.99	Education - Tuition Reimbursement
* 70997	11/21/2022	Pat's Automotive	\$40.75	Vehicle Maintenance
* 70998	11/21/2022	Quinn Company	\$72.73	Drainage Maintenance
* 70999	11/21/2022	Safety-Kleen	\$263.31	Hangar Maintenance
* 71000	11/21/2022	S Lombardi & Assoc., Inc.	\$6,756.58	Airport Advertising
* 71001	11/21/2022	Smith's Alarms & Electronics Inc.	\$630.00	Fire Alarm Service
* 71002	11/21/2022	United Site Services of California, Inc.	\$16,100.18	Airfest - Safety and Security
* 71003	11/21/2022	Gsolutionz, Inc.	\$538.10	Voice Services 9/22/22 - 10/22/22
* 71004	11/21/2022	Farmer & Ready	\$2,212.00	Legal Counsel Services
* 71005	11/21/2022	Kimley-Horn and Associates, Inc.	\$4,798.53	SMX Specific Plan Support
* 71006	11/21/2022	DLT Solutions, LLC	\$9,449.44	AutoCAD Subscription 10/22 - 10/25
* 71007	11/21/2022	Creative Life House	\$2,000.00	Airfest - Event Photography
Subtotal			<u>\$631,450.58</u>	

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	11/7/2022	Amazon Capital Services	\$1,212.58	Office Supplies, Wildlife Abatement. Airfield Maint.
ACH	11/8/2022	Ready Refresh	\$122.95	Water Delivery
ACH	11/8/2022	CalPers	\$5,334.65	Employee Retirement
ACH	11/9/2022	Umpqua Bank	\$676.73	Credit Card Fees
ACH	11/9/2022	Paychex	\$25,068.78	Payroll
ACH	11/9/2022	Empower Retirement	\$4,826.16	Employee Paid Retirement
ACH	11/10/2022	Paychex	\$6,521.72	Payroll Taxes
ACH	11/10/2022	Paychex	\$183.03	Paychex Invoice
ACH	11/14/2022	WePay	\$54.91	Ticket Sales Refund
ACH	11/14/2022	PG&E	\$16,094.27	Hangar/Admin/Terminal Electricity
ACH	11/14/2022	Xerox	\$536.53	Copier
ACH	11/14/2022	CalPers	\$11,884.86	Employee Health Insurance
ACH	11/15/2022	Pacific Premier Bank	\$131.85	Bank Fees - Analysis Activity
ACH	11/18/2022	PG&E	\$1,052.62	Hangar/Admin/Terminal Electricity
ACH	11/18/2022	The Gas Company	\$254.33	Utilities - Gas
ACH	11/21/2022	WePay	\$94.86	Ticket Sales Refund
ACH	11/21/2022	Collective Communications	\$1,488.49	Consulting Services
Subtotal			<u>\$75,539.32</u>	
Total			<u><u>\$706,989.90</u></u>	

Santa Maria Public Airport District

Budget vs. Actual - YTD

As of October 31, 2022

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	6,659.70	30,000.00	(23,340.30)	(77.8 %)
61100-Tiedowns	8,376.00	9,033.36	(657.36)	(7.3 %)
61200-Fuel Flowage Fees	33,145.50	27,533.36	5,612.14	20.4 %
62000-T-Hangar	142,456.00	145,600.00	(3,144.00)	(2.2 %)
62100-Corporate Hangar	96,028.00	94,000.00	2,028.00	2.2 %
62200-Owner Build Hangar	6,596.00	6,600.00	(4.00)	(.1 %)
63000-T-Hangar Storage	10,828.00	10,866.64	(38.64)	(.4 %)
64100-Main Hangar	43,584.00	43,566.64	17.36	.0 %
64200-Commercial Aviation	136,603.60	123,100.00	13,503.60	11.0 %
64300-Land Lease - Commercial Aviation	32,844.00	56,900.00	(24,056.00)	(42.3 %)
65000-Car Rental	64,498.06	59,766.64	4,731.42	7.9 %
65100-Terminal Space Lease	54,942.51	53,400.00	1,542.51	2.9 %
66100-Agricultural Lease	349,954.56	357,900.00	(7,945.44)	(2.2 %)
66200-Non Aviation Land Leases	140,113.35	111,600.00	28,513.35	25.5 %
66300-Cell Tower Lease	20,200.00	20,466.64	(266.64)	(1.3 %)
66400-Mobile Home Parks	162,291.49	170,385.36	(8,093.87)	(4.8 %)
67000-Administrative Income	5,367.00	14,933.36	(9,566.36)	(64.1 %)
67200-Cares Grant	216,129.58	73,333.36	142,796.22	194.7 %
67205-BIL Grant	0.00	226,666.64	(226,666.64)	(100.0 %)
67210-Leo Reimbursement	1,080.00	4,300.00	(3,220.00)	(74.9 %)
68100-Airfest Ticket Sales	233,482.55	93,333.36	140,149.19	150.2 %
68150-Airfest Vendor Revenue	400.00	2,666.64	(2,266.64)	(85.0 %)
68200-Airfest Sponsorship	148,900.00	60,000.00	88,900.00	148.2 %
69100-Interest and Investment Earnings	3,672.48	8,133.36	(4,460.88)	(54.8 %)
69106-Land Sale	1,165,326.71	0.00	1,165,326.71	.0 %
69110-AIP Reimbursement	0.00	3,004,866.64	(3,004,866.64)	(100.0 %)
69120-PFC Revenue	14,069.95	24,333.36	(10,263.41)	(42.2 %)
69200-Tax Revenues	0.00	650,833.36	(650,833.36)	(100.0 %)
Total Income	3,097,549.04	5,484,118.72	(2,386,569.68)	(43.5 %)
80000-G&A	4,570.28	4,630.00	(59.72)	(1.3 %)
80001-MHP - Maintenance	13,291.96	4,286.64	9,005.32	210.1 %
80002-MHP - MHP Liability Insurance	0.00	2,586.64	(2,586.64)	(100.0 %)
80003-MHP - Property Management	15,527.12	9,400.00	6,127.12	65.2 %
80004-MHP - Salaries/ Employee Related Expenses	28,398.55	36,173.64	(7,775.09)	(21.5 %)
80005-MHP - Utilities	51,652.50	57,740.00	(6,087.50)	(10.5 %)
80100-Salaries- Administration	144,288.35	156,766.64	(12,478.29)	(8.0 %)
80101-Salaries - Maintenance & Operations	154,233.53	157,166.64	(2,933.11)	(1.9 %)
80102-Employee Benefits - Other	18,617.09	21,833.36	(3,216.27)	(14.7 %)
80104-Employee Benefits - Medical	86,314.92	84,500.00	1,814.92	2.1 %
80105-Medicare Tax	5,486.29	4,700.00	786.29	16.7 %
80106-PERS Retirement	28,501.94	96,100.00	(67,598.06)	(70.3 %)
81000-ARFF Services	221,990.00	300,000.00	(78,010.00)	(26.0 %)
81100-Electricity	66,726.55	62,333.36	4,393.19	7.0 %
81200-Natural Gas	808.00	3,766.64	(2,958.64)	(78.5 %)
81300-Water	27,323.96	24,300.00	3,023.96	12.4 %
81600-Communications	3,857.16	24,566.72	(20,709.56)	(84.3 %)
81601-Communications - Alarm	4,861.20	4,433.36	427.84	9.7 %
81602-Communications - Wireless	5,155.91	6,400.00	(1,244.09)	(19.4 %)
81603-Communications - Access Control	412.40	333.36	79.04	23.7 %
82400-Supplies Office	13,651.32	21,666.64	(8,015.32)	(37.0 %)
82410-Supplies Shop	15,492.60	14,000.00	1,492.60	10.7 %
82500-Fuel Expense	17,764.87	14,666.64	3,098.23	21.1 %
83000-Maintenance - Misc	1,179.30	5,633.36	(4,454.06)	(79.1 %)
83001-Maintenance - Lighting	15,609.79	7,500.00	8,109.79	108.1 %
83002-Maintenance - Generator	675.00	1,750.00	(1,075.00)	(61.4 %)
83003-Maintenance - Pavement	12,708.82	14,866.64	(2,157.82)	(14.5 %)
83004-Maintenance - Weed/Wildlife	12,323.13	17,090.00	(4,766.87)	(27.9 %)
83005-Maintenance - Fencing & Gates	862.55	5,666.64	(4,804.09)	(84.8 %)

83006-Maintenance - Building	17,124.42	30,000.08	(12,875.66)	(42.9 %)
83007-Maintenance - Fire Alarm	2,328.67	7,500.00	(5,171.33)	(69.0 %)
83008-Maintenance - Drainage	76.38	2,500.00	(2,423.62)	(96.9 %)
83100-Signs	5,839.37	7,666.64	(1,827.27)	(23.8 %)
84000-Equipment Lease	3,013.79	3,300.00	(286.21)	(8.7 %)
84500-Janitorial	44,083.20	41,966.72	2,116.48	5.0 %
84700-Landscaping	20,423.09	21,166.72	(743.63)	(3.5 %)
85000-Vehicle Maintenance	24,947.35	13,333.36	11,613.99	87.1 %
85400-Dues and Membership	67,763.00	23,800.00	43,963.00	184.7 %
86000-Advertising	23,861.39	90,000.00	(66,138.61)	(73.5 %)
86001-Consulting - Admin	241,445.33	123,466.64	117,978.69	95.6 %
86002-Consulting Professional	70,289.43	96,128.36	(25,838.93)	(26.9 %)
86003-Consulting - Legal	89,910.90	37,500.00	52,410.90	139.8 %
86004-Consulting - Security	118,649.67	142,933.36	(24,283.69)	(17.0 %)
86005-Bank Fees	5,425.10	8,333.36	(2,908.26)	(34.9 %)
86200-Insurance	(806.65)	116,833.36	(117,640.01)	(100.7 %)
86500-Permits	4,950.00	3,766.64	1,183.36	31.4 %
86600-Education and Recognition	5,422.47	7,133.36	(1,710.89)	(24.0 %)
86700-Business Travel	20,831.95	27,900.00	(7,068.05)	(25.3 %)
86800-Fire Fighting Training	0.00	15,833.36	(15,833.36)	(100.0 %)
86900-Election Expense	0.00	16,666.64	(16,666.64)	(100.0 %)
87010-Real Estate Commission	108,234.27	0.00	108,234.27	.0 %
87025-Rent Credit	3,472.00	0.00	3,472.00	.0 %
88001-Airfest Expense - Performers	106,492.43	44,066.64	62,425.79	141.7 %
88002-Airfest Expense - Gala/VIP Tent	159,260.16	29,133.36	130,126.80	446.7 %
88003-Airfest Expense Insurance	7,921.00	2,166.64	5,754.36	265.6 %
88004-Airfest Marketing	50,785.66	22,436.64	28,349.02	126.4 %
88005-Airfest Expense - Lodging	69,890.27	21,166.64	48,723.63	230.2 %
88007-Airfest Expense - Rental Cars	10,146.23	2,200.00	7,946.23	361.2 %
88008-Airfest Expense - Safety & Security	104,943.80	29,066.64	75,877.16	261.0 %
88009-Airfest Expenses- Miscellaneous	11,462.96	3,833.36	7,629.60	199.0 %
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenses	2,370,472.73	2,156,655.44	213,817.29	9.9 %
	<hr/>	<hr/>	<hr/>	<hr/>
Net Income	727,076.31	3,327,463.28	(2,600,386.97)	(53.4 %)
	<hr/>	<hr/>	<hr/>	<hr/>

Santa Maria Public Airport District
Profit & Loss
As of October 31, 2022

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	15,035.70	2,094.00	3,758.93	179.5 %
Fuel flowage fees	33,145.50	9,688.14	8,286.38	85.5 %
Subtotal	48,181.20	11,782.14	12,045.31	102.2 %
Hangar area				
T-Hangar	142,456.00	35,644.00	35,614.00	99.9 %
Corporate T-Hangars	96,028.00	24,007.00	24,007.00	100.0 %
T-Hangar Storage Units	10,828.00	2,710.00	2,707.00	99.9 %
Owner Build Hangars	6,596.00	1,649.00	1,649.00	100.0 %
Subtotal	255,908.00	64,010.00	63,977.00	99.9 %
Main hangar and F.B.O. area				
Main Hangar	43,584.00	10,896.00	10,896.00	100.0 %
Commercial Hangars	136,603.60	36,601.35	34,150.90	93.3 %
Land Leases	32,844.00	8,211.00	8,211.00	100.0 %
Subtotal	213,031.60	55,708.35	53,257.90	95.6 %
Terminal Area				
Car Rental and Ground	64,498.06	12,430.40	16,124.52	129.7 %
Terminal Space Lease	54,942.51	13,959.60	13,735.63	98.4 %
TSA LEO Reimbursement	1,080.00	0.00	270.00	
Subtotal	120,520.57	26,390.00	30,130.15	114.2 %
Revenue generating land				
Land Lease Recreational	140,113.35	28,603.58	35,028.34	122.5 %
Agricultural Leases	349,954.56	89,504.07	87,488.64	97.7 %
Airport Business Park	20,200.00	5,050.00	5,050.00	100.0 %
Airport Hotel	5,367.00	1,215.00	1,341.75	110.4 %
Airport Mobile Home Park	162,291.49	31,000.00	40,572.87	130.9 %
Subtotal	677,926.40	155,372.65	169,481.60	109.1 %
Airfest				
Airfest Ticket Sales	233,482.55	196,824.06	58,370.64	29.7 %
Airfest Vendors	400.00	400.00	100.00	25.0 %
Airfest Sponsorship	148,900.00	9,500.00	37,225.00	391.8 %
Subtotal	382,782.55	206,724.06	95,695.64	46.3 %
Administrative				
Badging Income			0.00	
Miscellaneous Income			0.00	
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	216,129.58	0.00	54,032.40	
Subtotal	216,129.58	0.00	54,032.40	
Total Revenue from operations	1,914,479.90	519,987.20	478,620.00	92.0 %

Santa Maria Public Airport District
Profit & Loss
As of October 31, 2022

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	51,266.58	8,225.58	12,816.65	155.8 %
Hangar Area	23,667.62	5,400.08	5,916.91	109.6 %
Main hangar and Commercial	23,139.65	5,038.03	5,784.91	114.8 %
Terminal area	144,896.14	30,757.93	36,224.04	117.8 %
Revenue generating land	134,344.58	1,010.27	33,586.14	3324.5 %
Salaries and Benefits	423,208.97	105,144.49	105,802.24	100.6 %
Utilities	28,365.35	6,311.15	7,091.34	112.4 %
Supplies	46,873.18	13,096.26	11,718.30	89.5 %
Maintenance and Repairs	38,201.51	8,733.36	9,550.38	109.4 %
Contractual Services	361,238.54	115,936.02	90,309.64	77.9 %
Real Estate Commission	108,234.27	0.00	27,058.57	
ARFF Services	221,990.00	221,990.00	55,497.50	25.0 %
Security Services	118,649.67	67,728.53	29,662.42	43.8 %
Dues and Subscriptions	67,763.00	10,106.00	16,940.75	167.6 %
Advertising	23,861.39	6,756.58	5,965.35	88.3 %
Depreciation	0.00	0.00	0.00	
Insurance	(806.65)	0.00	(201.66)	
Business Travel and Entertainment	20,831.95	4,728.35	5,207.99	110.1 %
Rent Credit	3,472.00	868.00	868.00	100.0 %
Air Show Expense	520,902.51	387,681.94	130,225.63	33.6 %
Other Miscellaneous Expense	10,372.47	6,296.00	2,593.12	41.2 %
Total Expenses	2,370,472.73	1,005,808.57	592,618.22	58.9 %
Operating income (loss)				
	(455,992.83)	(485,821.37)	(113,998.22)	23.5 %
Non-Operating Revenues (Expenses):				
PFC Revenue	14,069.95	0.00	3,517.49	
Interest Income	3,672.48	0.00	918.12	
Tax Revenues	0.00	0.00	0.00	
Gain on Land Sale	1,165,326.71	422,944.71	291,331.68	68.9 %
Total non-operating rev (exp)	1,183,069.14	422,944.71	295,767.29	69.9 %
Net Income				
	727,076.31	(62,876.66)	181,769.07	(289.1) %

Current Assets:

Cash and cash equivalents	8,580,879
Restricted - cash and cash equivalents	1,559,251
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	(13,479)
Prepaid expenses and deposits	538,477
	<hr/>
Total current assets	10,673,128

Non-current assets:

Note receivable	166,218
Interest Receivable	0
Capital assets, not being depreciated	6,435,753
Depreciable capital assets	20,484,105
Deferred other post-employment benefits outflows	77,902
Deferred pension outflows	445,936
	<hr/>
Total non-current assets	27,609,914

Total assets	<hr/> 38,283,042
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Current Liabilities:

Accounts payable and accrued expenses	675,322
Accrued wages and related payables	3,410
Unearned Revenue (customer prepaid)	168,359
Hangar and other deposits	114,160
Long-term liabilities - due in one year:	
Compensated absences	29,965
Land improvements payable	18,260
	<hr/>
Total current liabilities	1,009,476

Long-term liabilities - due in more than one year

Compensated absences	89,895
Land improvements payable	103,476
Total other post-employment benefits liability	373,325
Net pension liability	2,056,379
Deferred pension inflows	92,912
	<hr/>
Total long term liabilities	2,715,987

Total Liabilities	<hr/> 3,725,463
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Net position:

Retained Earnings	34,250,915
Change in Net Position	727,076
	<hr/>
Total net position	34,977,991

Total liabilities and net position	<hr/> 38,703,455
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SPECIAL EVENT LICENSE

This Special Event License (alternatively, "License") is made as of November 22, 2022 at Santa Maria, California by and between Planes of Fame Air Museum, a California Nonprofit Corporation ("Licensee" or "Museum") and Santa Maria Public Airport District, a public airport district of the State of California ("District"). Licensee and District are sometimes hereinafter referred to jointly as the "Parties" and individually as the "Party."

Recitals

A. The Santa Maria Public Airport District, a public district of the State of California, by and through its agent's, employees, officers and directors ("District") has leased to Tenant certain land (the "Land") at the Santa Maria Public Airport ("Airport") in the City of Santa Maria, California, under a lease dated January 1, 2022 (the "Master Lease"), which said Master Lease is attached hereto as Exhibit "A". Permitted uses under the Master Lease include an annual airshow.

B. The Board of Directors of the District recognize the value of hosting an airshow for the enjoyment of the Central Coast community, advancement of education and interest in aviation and aviation careers, and showcase the facilities and operations of the Santa Maria Airport.

C. The Museum typically hosts a successful annual airshow as a fundraising event to support its general operations, programs, special projects, etc. The Parties have agreed that the Licensee has the right but not the obligation to hold an annual one, two, or three day airshow ("Event") on the terms and conditions set forth in this License.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

IT IS HEREBY AGREED AS FOLLOWS:

1. ANNUAL SPECIAL EVENT PLAN:

The Licensee shall submit to the District a Special Event Plan (Exhibit "B") which outlines event name, event dates, use areas, operational plan, and District obligations. The District may review the Special Event Plan and shall within 30 days after receipt of the plan either approve them or deliver to Licensee specific objections to them. If the District fails to notify Licensee of District's disapproval within the required time period, the District shall be deemed to have given its approval. The District shall not unreasonably withhold its approval. If the District objects to all or part of the Special Event Plan, Licensee shall deliver a revised plan to the District within 45 days after receipt of the District's objections. Within 30 days after receipt of the revisions, the District shall review the revised Special Event Plan and shall notify Licensee in writing of any further revisions, additions, deletions, and information required by the District and the reasons therefor. The procedure set forth in this paragraph will be repeated until such a Special Event Plan is agreed on.

2. USE AREA:

A. Use Area. During the Use Period (as defined below), the Licensee shall have the right to use those certain portions (the “Use Area”) of the Airport as more specifically depicted in the Special Event Plan, which is to be submitted annually. The Use Area comprises the following spaces: (i) event space for the Event (“Event Space”), (ii) an administration/office space (“Administration Space”), (iii) a parking space for the Event (“Parking Space”), and (iv) common areas at the Airport, for use as vehicular and pedestrian ingress and egress. Subject to an FAA-issued Certificate of Waiver or Authorization as required in Paragraph 5.B., the airspace at the Airport may be used for aerial demonstrations. The District shall have the right to enter the Use Area at all times during the Use Period.

B. Condition. The Licensee hereby acknowledges and agrees that the Use Area shall be provided to the Licensee in its then existing AS-IS condition for the Use Period.

C. Surrender. At the expiration of the Use Period, the Licensee shall return the Use Area in substantially the same condition as received, with any approved improvements or modifications removed and all damages to the Use Area and other areas of the Airport that are caused the Licensee, the Licensee’s Agents (as later defined), and the Licensee’s Attendees (as later defined) repaired.

3. USE TERM AND PERIOD:

A. The term of this License shall be pursuant to the Master Lease and remain valid as long as the Museum’s Master Lease is in effect.

B. This License shall be for a use period of nine (9) consecutive days as follows: (i) non-exclusive use of the Event Space within the Use Area for seven (7) days for set-up, exclusive use of the Event Space and the Parking Space within the Use Area for two (2) days for the Event, and non-exclusive use of the Event Space within the Use Area for two (2) days for tear-down and clean-up, provided that such use is in compliance with this License and the Event Plan (as later defined). The Licensee shall have exclusive use of the Administration Space for the duration of the Use Period and the non-exclusive use of the both areas of ingress and egress within the Use Area for the duration of the Use Period.

4. DISTRICT OBLIGATIONS:

A. The District shall have no obligation to provide cash sponsorship to Licensee in support of the event, however the District may provide sponsorship at its sole discretion. The License further acknowledges and agrees that the District shall have no obligation to provide any services or utilities to the Use Area during the Use Period, however the District may provide services, including but not limited to security, at its sole discretion.

B. It is expressly understood and agreed that neither District nor any of its officers, employees, contractors, agents, or volunteers shall, in any way or for any purpose, become a partner, agent, principle of, or a joint venturer with Licensee by reason of the Event or any provision of this License.

C. Prior to the Event, District shall communicate with Airport tenants on matters related to the Event at the Airport or provide to Licensee a list of current tenants at the Airport along with their respective mailing addresses then on file with the District.

5. LICENSEE OBLIGATIONS:

In addition to any other requirements in this License, Licensee agrees that:

A. Licensee is required to ensure that all non-aerial vendors, contractors and participants provide indemnity and obtain insurance for the Event in the amounts, types and with the specifications as required in Exhibit "C" – Vendor, Contractor, and Participant Indemnification and Insurance Requirements. Licensee is required to ensure that all aerial vendors, contractors and participants provide indemnity and obtain insurance for the Event in the amounts, types and with the specifications as required in Exhibit "C" – Vendor, Contractor, and Participant Indemnification and Insurance Requirements, as well as Aircraft Liability insurance with combined single limits of at least Two Million Dollars (\$2,000,000.00) for bodily injury (including passengers), death, and property damage.

Licensee shall be responsible to ensure compliance with all terms described or referred to in Paragraph 5, including (without limitation) obtaining certificates of insurance and endorsements which include the District as an additional insured on the coverage. In no event, shall a vendor, contractor or participant be permitted to participate in the Event in the absence of the required certificates of insurance and endorsements required herein.

B. Licensee must comply with all Federal Aviation Administration (FAA) requirements, including, but not limited to, application to and receipt from the FAA of a Certificate of Waiver or Authorization for Event.

C. Licensee shall obtain and maintain throughout the Event all necessary permits, licenses, and approvals from applicable federal, state and local agencies, including, but not limited to, the Federal Aviation Administration, Santa Barbara County Environmental Health Services (food/drink), Alcoholic Beverage Control Board (liquor licenses) as required for any use allowed under this License. A true and accurate copy of the Certificate of Waiver or Authorization, issued by the FAA, together with true and accurate copies of all other necessary permits, licenses, and approvals for the Event, must be delivered to the District prior to the event.

6. FEES:

A. Net Income from the Event will be used to support the Museum, a 501(c)(3) non-profit organization. Licensee shall not pay the District any license fees, use fees, or other fees except the Damage Deposit.

B. Damage Deposit: Licensee shall pay Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as a damage deposit. This deposit shall be held as security to pay for damages incurred by the Airport due to the use of the Use Area and the Airport by Licensee and any vendors, contractors, participants, employees, volunteers, agents, attendees, spectators, guests, or invitees. The District shall return the deposit, less any damages, within eight weeks following final walk-through.

7. EVENT OPERATIONS:

A. Event Name. Licensee shall refer to the event as a specific name, as designated by the Licensee in the Special Event Plan, on all tickets, publications, promotions, and other event related items and by no other name.

B. Event Costs. Licensee shall be solely responsible for all expenses and activities necessary for the promotion, operation, and management of the event. Licensee will operate and manage the Event in a professional manner and in accordance with industry standards.

C. Event Plan. Licensee shall submit a Special Event Plan ("Event Plan") to the District annually. The Plan must identify the Licensee's Event Coordinator who shall be available at all times during the period of the License. The Plan shall further specify details, including the name and contact information for all persons responsible and the name of the company, if applicable, related to the following: security, parking, set-up, tear down, signage, advertisement, gate ingress, egress, sanitation, and food and vendor operations.

D. Tickets & Ticket Booth. Licensee will provide personnel to staff any needed ticket booths. Tickets and other entry fees will be priced as indicated in Exhibit "B", Event Plan. Licensee shall be responsible for any and all conflicts associated with ticket sales and will provide a representative for that purpose.

E. Hours of Operation. The Event's operating hours must be set forth in Exhibit "B". Licensee may close the Event for safety reasons at its reasonable discretion.

8. COMPLIANCE WITH LAWS AND AIRPORT RULES:

Licensee shall conform to and abide by all Airport rules and regulations during the term of this License as it relates to the Event and shall be subject at all times to applicable standards, rules, regulations, resolutions, ordinances, and statutes of the county, state, and federal

government, all other governmental agencies, where applicable, all other governing or regulating bodies, whether public or private; and where licenses are required for the Event, the same must first be had and obtained from the regulating body having jurisdiction thereof, before the Event is undertaken.

9. ALCOHOL:

Licensee has the option to sell alcoholic beverages at the Event. Licensee has the right to prohibit the use of alcohol within any portion of the Use Area.

10. NO DISCRIMINATION:

Neither Licensee nor any person claiming under or through it may unlawfully discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status with respect to the use granted herein.

11. NO SEGREGATION:

Licensee must not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in the use of the Use Area for the Event, nor may Licensee or any person claiming under or through it, establish or license any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of or by any person within the Use Area for the Event.

12. INDEMNIFICATION:

The Licensee agrees to indemnify, defend and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, liability, and/or injuries, arising out of this License from any cause whatsoever, including the acts, errors or omissions of any person, and for any attorneys' fees, costs or expenses incurred by the District on account of any such claims, actions, losses, damages, liability, and/or injuries, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Licensee's indemnification obligation does not apply to the District's "active" as well as "passive" negligence, "sole negligence" or "willful misconduct".

13. INSURANCE REQUIREMENTS AND SPECIFICATIONS:

A. The Licensee shall provide insurance set forth in accordance with the requirements herein. If the Licensee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Licensee agrees to amend,

supplement or endorse the existing coverage to do so. Without in any way affecting the indemnity herein provided and in addition thereto.

B. The Licensee shall secure and maintain throughout the Use Period the following types of insurance with limits as shown.

i. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Licensee and all risks to such persons under the License. The Licensee is a non-profit corporation, organized under California or Federal law, volunteers for the Licensee are required to be covered by Workers' Compensation insurance.

ii. Commercial/General Liability Insurance – The Licensee shall carry General Liability Insurance covering all operations performed by or on behalf of the Licensee providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence.

iii. Aircraft Liability insurance with combined single limits of at least One Million Dollars (\$1,000,000.00) for bodily injury (including passengers), death, and property damage.

C. Additional Insured. All policies, except for the Workers' Compensation, shall contain endorsements naming District and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the License.

D. Proof of Coverage. Licensee shall furnish Certificates of Insurance to District, additional endorsements, as required, prior to the commencement of the Use Period hereunder, and Licensee shall maintain such insurance for the duration of the Use Period.

E. Premiums. District shall have no liability for any premiums charged for such coverage(s). The inclusion of District as additional named insured is not intended to and shall not make a partner or joint venturer with Licensee in Licensee's operations.

14. **DISCLAIMER OF LIABILITY:**

District is not liable at any time for loss, damages, or injury to the person or property of any person whomsoever at any time, occasioned by or arising out of any act or omission of Licensee or of anyone holding under Licensee, nor for the occupancy or use of the Use Area or any part thereof by or under the Licensee.

15. NO ASSIGNMENT:

No assignment or transfer of this License or any interest therein and no sublicense for any purpose may be granted by Licensee and any purported assignment, transfer, or sublicense shall be invalid.

16. FORCE MAJEURE:

Neither Licensee nor District shall be deemed in violation of this License if either is prevented from performing its obligations hereunder by reason of labor strikes, boycotts, embargoes, shortages of materials where comparable substitutes are not available, acts of God, acts of public enemy, acts of superior governmental authority, riots, rebellions, public health pandemics, or any other events that are not within its control (collectively, "Force Majeure Events") but only to the extent Licensee or District is actually prevented from performing its obligations as a result of Force Majeure Events.

17. DEFAULT & SUSPENSION:

A. Default. In the event that either party violates any of the terms and conditions of the License, the aggrieved party shall give written notice of the specific violation and, for curable defaults, demand for correction. If, within two (2) business days after written notice and demand, the violating party has not corrected the curable default or shown acceptable cause therefore, the aggrieved party has the right to suspend this License.

B. Suspension. If Licensee fails to provide the FAA-issued Certificate of Waiver or Authorization, the required certificates of insurances, or the required permits and approvals or if there is good cause, including but not limited to hazards to public safety, as reasonably determined by the District, then the Licensee acknowledges and agrees that District shall have the right to suspend any of Licensee's rights and activities under this License and/or require the Licensee to immediately cease its operations or activities on the Use Area.

18. INTERPRETATION AND VENUE:

This License is to be interpreted in accordance with the laws of the State of California. Any legal action relating to this Lease shall only be brought in the State Courts in the County of Santa Barbara. The parties waive any right of removal to federal court.

19. GOOD FAITH COOPERATION. The Parties will cooperate with each other in good faith in all matters relating to the provision of this License.

END OF LICENSE.

IN WITNESS WHEREOF, the parties have duly executed this Special Event License on the date indicated below.

Dated: November 22, 2022

Approved as to form for District:

By: _____
Kerry Fenton, Interim General Manager

Approved as to form for District:

By: _____
District Counsel

DISTRICT:
SANTA MARIA PUBLIC AIRPORT
DISTRICT,
a state agency of the State of California

By: _____
Carl Engel, President

By: _____
Hugh Rafferty, Secretary

LICENSEE:
PLANES OF FAME AIR MUSEUM,
a California Nonprofit Corporation

By: _____
Steve Hinton, President

**EXHIBIT “A”
MASTER LEASE**

EXHIBIT “B”
SPECIAL EVENT PLAN

To Be Submitted to DISTRICT by LICENSEE annually at least 90 days prior to the Event.

Event Name:

Event Dates:

Event Coordinator:

District Obligations:

- A. Sponsorship/Cost Share:
- B. Services & Utilities:
- C. Airport Tenant Communications:

Operational Plan:

- A. Ticket Pricing:
- B. Operational Hours:
- C. Contact Information:
 - 1. Aircraft:
 - 2. Security:
 - 3. Parking:
 - 4. Set-up/Tear Down:
 - 5. Signage/Advertising:
 - 6. Gate Ingress/Egress:
 - 7. Sanitation:
 - 8. Food & Merchandise Vendors:
- D. Use Area Map:

EXHIBIT "C"

VENDOR, CONTRACTOR and PARTICIPANT INDEMNIFICATION AND INSURANCE REQUIREMENTS

For the purpose of this agreement, the term "Vendor" shall include all vendors, contractors, and participants whether for or not for profit and regardless of the form of the organization.

A. INDEMNIFICATION: The VENDOR agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any attorneys' fees, costs or expenses incurred by the District on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The provisions of this Paragraph A shall survive the expiration or earlier termination of this License.

B. ADDITIONAL INSURED: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, **shall contain endorsements naming the District and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services** hereunder. The additional insured endorsements shall not limit the scope of coverage for the District to vicarious liability but shall allow coverage for the District to the full extent provided by the policy.

C. WAIVER OF SUBROGATION RIGHTS: The VENDOR shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the VENDOR and VENDOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. The VENDOR hereby waives all rights of subrogation against the District.

D. POLICIES PRIMARY AND NON-CONTRIBUTORY: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

E. SEVERABILITY OF INTERESTS: The VENDOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the VENDOR and the District or between the District and any other insured or additional insured under the policy.

F. PROOF OF COVERAGE: VENDOR shall immediately furnish the, above-required certificates of insurance to the Department of Airports, evidencing the insurance coverage, including endorsements upon execution of this agreement.

G. ACCEPTABILITY OF INSURANCE CARRIER: Unless otherwise approved by the District's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H. DEDUCTIBLES AND SELF-INSURED RETENTION: Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by the District.

I. **FAILURE TO PROCURE COVERAGE:** In the event that any policy of insurance required under this agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the District has the right but not the obligation or duty to cancel the agreement or obtain insurance if it deems necessary and any premiums paid by the District will be promptly reimbursed by the VENDOR or District payments to the VENDOR will be reduced to pay for District-purchased insurance.

J. **INSURANCE REVIEW:** Insurance requirements are subject to periodic review by the District. The District or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the District determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District. In addition, if the District determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the District or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District, inflation, or any other item reasonably related to the District's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. VENDOR agrees to execute any such amendment within ten (10) days of receipt.

Any failure, actual or alleged, on the part of the District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District.

INSURANCE SPECIFICATIONS

The VENDOR agrees to provide insurance set forth in accordance with the requirements herein. If the VENDOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the VENDOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the agreement services.

Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the agreement term the following types of insurance with limits as shown. Additionally, VENDOR agrees that all of its vendors will also obtain the Commercial/General Liability insurance for the Event in the amounts, types and with the specifications required of the VENDOR.

A. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the VENDOR and all risks to such persons under this agreement.

If VENDOR has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District.

With respect to VENDORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

B. COMMERCIAL/GENERAL LIABILITY INSURANCE: The VENDOR shall carry General Liability Insurance covering all operations related to the Event performed by or on behalf of the VENDOR providing coverage for bodily injury and property damage with a combined single limit of not less than **One Million Dollars (\$1,000,000)**, per occurrence. The policy coverage shall include:

- (i) Premises operations and mobile equipment.
- (ii) Products and completed operations.
- (iii) Broad form property damage (including completed operations).
- (iv) Explosion, collapse and underground hazards.
- (v) Personal injury.
- (vi) Contractual liability.
- (vii) At least Two Million (\$2,000,000) general aggregate limit.

C. AUTOMOBILE LIABILITY INSURANCE: Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the VENDOR is transporting one or more non-employee passengers, in performance of agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the VENDOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D. UMBRELLA LIABILITY INSURANCE: An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

AIRPORT GROUND SUBLEASE

This Airport Ground Sublease (alternatively, “Sublease” or “Agreement”) is made as of November 22, 2022 at Santa Maria, California by and between Planes of Fame Air Museum, a California Nonprofit Corporation (“Tenant”) and Fighter Rebuilders, a California Limited Liability Company (“Subtenant”). Tenant and Subtenant are sometimes hereinafter referred to jointly as the “Parties” and individually as the “Party.”

Recitals

A. The Santa Maria Public Airport District, a public district of the State of California, by and through its agent’s, employees, officers and directors (“District”) has leased to Tenant certain land (the “Land”) at the Santa Maria Public Airport (“Airport”) in the City of Santa Maria, California, under a lease dated January 1, 2022 (the “Master Lease”), which said Master Lease is attached hereto as **Exhibit A**.

B. The Tenant utilizes the Land for air museum operations and for other lawful purposes and the Parties have agreed that the Subtenant can use a portion of the Land for aviation business, aircraft storage, and related uses.

C. Tenant, by this Sublease, intends to sublease to Subtenant the Land subject to the conditions and provisions of the Master Lease and this Sublease as set forth herein. All capitalized terms not specifically defined herein shall have the same meaning given to them in the Master Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

Agreement

1. Subleased Premises. Tenant hereby subleases to Subtenant, and Subtenant takes and hires from Tenant, approximately 0.57 acres of the Land (hereinafter, the “Subleased Premises”) situated in Santa Barbara County, California, the boundaries of which are identified in on the attached **Exhibit B**, which is incorporated herein by this reference. The Parties hereto acknowledge and agree that they are familiar with the location and boundaries of the Subleased Premises. Additionally, the Tenant grants the nonexclusive right to use common areas as identified in **Exhibit B**.

2. Initial Term, Options, and Termination. The term (“Term”) of this Sublease shall be for a thirty (30) year period commencing on the earlier of January 1, 2025 or the date of the issuance of the Certificate of Occupancy (“Commencement Date”), and expiring, unless sooner terminated as hereinafter provided, at midnight thirty (30) years later (herein referred to as the “Initial Lease Term”, “Initial Term” or “term of this lease”). The Sublease shall, if not in default under this Sublease, have the option, to extend the term of this Sublease from the expiration of the Initial Term for two (2) ten (10) year periods (each an “Extended Term”) on the same terms, covenants and conditions herein contained, except that the rent for each Extended Term shall be as provided in the Master Lease. Subtenant may terminate this agreement at will and shall provide to Tenant at least ninety (90) day prior written notice of the agreement termination.

3. Rent. The rent shall be initially set at \$0.42/sq.ft. annually and adjusted as per Master Lease Section 4. The Rent shall be payable for the period starting as of the Commencement Date of the Master Lease and continuing through termination of the Sublease.

4. Permitted Use of Premises. The Subtenant desires to develop and construct a facility used for an aviation business, aircraft storage, and uses related to the operations of the Subtenant. Any other uses or purposes require the prior written consent of Tenant.

5. Improvements. Lessee shall have the right to construct Improvements on the Subleased Property. "Improvements" shall mean and include buildings, structures, fixtures, parking areas, walkways, drives, landscape areas, underground installations and all other improvements of whatsoever character constructed on, around, under or over the Subleased Property by Subtenant pursuant to this Sublease and according to the Final Plans approved by District.

6. Ownership of Improvements and Alterations. All Improvements situated on the sublease area and all alterations constructed by Subtenant on or about the sublease area shall be the property of and owned by Subtenant during the term of this Sublease but shall be considered improvements to real property and shall become the property of the Tenant at the termination of this Sublease. Upon the termination of this Sublease in accordance with the terms hereof, Subtenant agrees to quit and surrender the Improvements to Tenant in good order, condition and repair, reasonable wear and tear thereof excepted and to execute such deeds or other instruments as requested by Tenant or Tenant's title insurance company to vest clear and marketable title to the Improvements.

7. Nonliability of Tenant for Damages: Indemnity. This Sublease is made upon the express condition that Tenant shall not be liable for any damages for personal injuries or death, or for loss of or damage to property caused by Subtenant's acts, omissions, or operations under this Sublease, for any act by any third party, or for any environmental claims of any kind arising from the Subleased Premises, whether government related or otherwise, whether caused by Subtenant or otherwise. Subtenant agrees to hold Tenant harmless and shall indemnify and defend Tenant from and against any claim or loss therefrom, including costs and attorneys' fees. Any person entering upon the Subleased Premises through employment, by invitation, or by license of Subtenant, shall enter and remain thereon at the risk of Subtenant. Further, Tenant shall not be liable for any spill, release or deposit of any hazardous or toxic substances, materials or waste on the Subleased Premises during the Term of this Sublease caused by Subtenant, or attributable to Subtenant's use and occupation of the Subleased Premises, or for any fines or penalties resulting therefrom, or for the cost of cleanup, and Subtenant shall hold harmless, indemnify, and defend Tenant and the Subleased Premises for any such loss, costs or damage, including attorneys' fees.

8. Taxes. Subtenant shall pay before delinquency all taxes, assessments, license fees or public charges, including property taxes, levied or assessed against the Subleased Premises (on a pro-rata basis) and any personal property belonging to Subtenant and located on the Subleased Premises.

9. Repairs and Maintenance. Except as otherwise provided herein, Subtenant shall, at Subtenant's sole cost, keep and maintain the Subleased Premises and every part thereof in good

and sanitary order, condition and repair. Tenant's obligation to maintain does not include any damage or changes caused by Subtenant or Subtenant's employees, contractors or invitees.

10. Termination. Tenant has the right to terminate this Sublease if Subtenant breaches any provision of this Sublease, with the termination to take place in the manner provided by the Master Lease.

11. Covenants and Conditions. Each term and each provision of this Sublease performable by Subtenant shall be construed to be both a covenant and a condition.

12. Time of Essence. Time is of the essence of each term, condition and provision of this Sublease.

13. Waiver. One or more waivers by Tenant of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Tenant's consent to or approval of any act Subtenant requiring Tenant's consent or approval shall not be deemed to waive or render unnecessary Tenant's consent to or approval of any subsequent or similar act by Subtenant. No provision of this agreement shall be deemed to have been waived by Tenant unless such waiver be in writing signed by Tenant.

14. Captions. Captions appearing herein are for convenience of reference only and shall not govern the construction of this agreement.

15. Invalidity. If any provision of this Sublease shall be held by a court of competent jurisdiction to be invalid, the remainder of this Sublease shall continue in full force and effect and shall in no way be affected or invalidated thereby.

16. Integration. This Sublease contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by the parties to this Sublease.

17. Binding Effect. This Sublease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

18. Holding Over. Any holding over by Subtenant after the expiration of this Sublease, with the express or implied consent of Tenant, shall be on a month-to-month tenancy only. During such month-to-month tenancy, the Subtenant shall pay the Tenant's proportionate rental rate described in Section 4.a.ii of the Master Lease

19. Disclaimer of Partnership. The relationship between the parties is one of tenant and subtenant only. This Sublease does not constitute a partnership or joint venture or agency agreement between the parties.

20. Interpretation and Venue. This Sublease is to be interpreted in accordance with the laws of the State of California. Any legal action relating to this Lease shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

IN WITNESS WHEREOF, the parties have duly executed this Sublease on the date indicated below.

Dated: November 22, 2022

Approved as to form for District:

By: _____
Kerry Fenton, Interim General Manager

SUBTENANT:
FIGHTER REBUILDERS,
a California limited liability company

By: _____
Steven Jacob Hinton, Owner

Approved as to form for District:

By: _____
District Counsel

TENANT:
PLANES OF FAME AIR MUSEUM,
a California Nonprofit Corporation

By: _____
Tom Nightingale, Chairman

SANTA MARIA PUBLIC AIRPORT
DISTRICT,
a state agency of the State of California

By: _____
Carl Engel, President

By: _____
Hugh Rafferty, Secretary

Exhibit B



AGREEMENT TO AMEND AIRPORT GROUND SUBLEASE

This Agreement to Amend Airport Ground Sublease (hereinafter “Agreement to Amend”) is made as of November 22, 2022 at Santa Maria, California by and between Planes of Fame Air Museum, a California Nonprofit Corporation (“Tenant”) and Santa Maria Public Airport District, a public airport district of the State of California (“Subtenant” or “District”). Tenant and Subtenant are sometimes hereinafter referred to jointly as the “Parties” and individually as the “Party.”

Recitals

A. The Tenant has subleased to the Subtenant certain land (the “Land”) at the Santa Maria Public Airport (“Airport”) in the City of Santa Maria, California, under a sublease dated March 24, 2022 (the “Sublease”), which said Sublease is attached hereto as **Exhibit A**.

B. The District currently utilizes the Land for the aircraft cargo operations and for other lawful purposes. The Tenant intends to commence construction of Phase One within ninety (90) days and Parties have agreed to remove a portion of the land from the Sublease. The Parties have also agreed that the District can continue its current use of a portion of the Land for the period of time that the Tenant is seeking entitlements.

C. Tenant, by this Sublease, intends to sublease to Subtenant the Land subject to the conditions and provisions of the Master Lease and this Sublease as set forth herein. All capitalized terms not specifically defined herein shall have the same meaning given to them in the Master Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed as follows:

Amendments of Sublease

1. Subleased Premises. Tenant hereby subleases to Subtenant, and Subtenant takes and hires from Tenant, approximately 3.53 acres of the Land (hereinafter, the “Subleased Premises”) situated in Santa Barbara County, California, the boundaries of which are identified in on the attached **Exhibit B**, which is incorporated herein by this reference. The Parties hereto acknowledge and agree that they are familiar with the location and boundaries of the Subleased Premises.

4. Permitted Use of Premises. Subtenant currently occupies and uses the Subleased Premises primarily for agricultural purposes. Subtenant shall be permitted to continue said use during the Term. Any other uses or purposes require the prior written consent of Tenant.

Tenant and Subtenant agree that the provisions, terms and conditions of the Sublease shall continue unaltered, except where directly affected by above stated Amendment, when, in case of conflict, said Amendment shall govern.

IN WITNESS WHEREOF, the parties have duly executed this Sublease on the date indicated below.

Dated: November 22, 2022

Approved as to form for District:

By: _____
Kerry Fenton, Interim General Manager

Approved as to form for District:

By: _____
District Counsel

SUBTENANT:

SANTA MARIA PUBLIC AIRPORT
DISTRICT,

a state agency of the State of California

By: _____
Carl Engel, President

By: _____
Hugh Rafferty, Secretary

TENANT:

PLANES OF FAME AIR MUSEUM,
a California Nonprofit Corporation

By: _____
Steve Hinton, President



Sublease Area
~3.53 Acres

COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT (this “**Agreement**”) is made as of September 19, 2022 (the “**Effective Date**”), by and between (i) SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport of the State of California (the “**District**”), and (ii) G3, LLC, a California limited liability company, on behalf of itself and its successors and assigns (collectively, “**G3**”).

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings, and intentions:

A. The parties entered into that certain ground lease agreement dated as of April 25, 2019 (the “**Ground Lease**”) pursuant to which the District and G3 shall cooperate in fairly allocating required off-site development costs between the parties and phase the off-site development to ensure financially viable and expedient development of the Project (the “**Off-Site Improvements**”).

B. The District is further responsible for the designing and constructing the Detention Basin (as defined in the Ground Lease), whether located on-site or off-site, designated in the Airport Area Specific Plan.

C. The parties intend to pay for and share the total estimated cost of the Off-site Improvements and Detention Basin improvements in accordance and consistent with the Preliminary Cost Responsibility Breakdown attached hereto as **Exhibit “A”** and incorporated herein by the references (the “**Cost Responsibility Breakdown**”).

D. The parties desire to set forth their respective rights, duties, obligations and procedures in regards to payment for the Off-Site Improvements and Detention Basin improvements.

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

1. **Definitions**. All terms not defined herein shall have the meaning set forth in the Ground Lease.

2. **Shared Costs**. The parties shall pay, all or part of the following:

2.1 G3 shall pay 100% of the costs of West Side Improvements as noted in the Cost Responsibility Breakdown.

2.2 The District shall pay 100% of the costs of the design and construction of the Detention Basin including the looped water connection and all associated off-site costs for improving those portions of West Foster Road and Foxenwood Lane frontage improvements adjacent to the Detention Basin, as further shown on the Cost Responsibility Breakdown.

2.3 With respect to improvements adjacent to the Leased Property, the District and G3 shall share the cost of utilities to be installed in, on or under Foxenwood Lane (the “**Foxenwood Improvements**”) and in, on or under West Foster Road (the “**West Foster Road Improvements**”) in proportion to the lineal feet of frontage road adjacent to the parcel under control by that Party as compared to the other Party. For example, the District shall be responsible for 20% of the Foxenwood Improvements because the parcel on which the Detention Basin is located represents 20% of the west side of Foxenwood Lane. The sharing percentages shall be as follows for any improvements adjacent to the Leased Property (as further specified in the Cost Responsibility Breakdown):

	G3 Responsibility	Airport Responsibility
Foxenwood Improvements	30%	20%
W. Union Valley Pkwy Improvements	29%	0%

2.4 With respect to improvements adjacent the Option/ROFR Property (representing 50% of the remaining lineal feet of frontage on Foxenwood Lane and 71% of the remaining lineal feet of frontage on W. Union Valley Parkway), the District shall advance all remaining costs for all offsite improvements as further specified in the Cost Responsibility Breakdown (the “**Advanced Costs**”), subject to reimbursement by G3 (or assigns) as provided in Section 3 below.

3. Reimbursement of Advanced Costs. G3 (or its assignee) shall reimburse the District for costs incurred in fulfillment of Section 2.4 above if and when G3 exercises its Option or Right of First Refusal rights and entering into a lease agreement with the District for such Property. In the event G3 (or its assignee) does not lease the Option/ROFR Property, the District shall not be entitled to any reimbursement of the Advanced Costs.

4. Books and Records. The parties shall maintain appropriate and accurate books of account and records relating to expenses incurred for reimbursement under this Agreement, and such books of account and records shall be accessible for inspection by representatives (including the auditors) of the parties or any subsidiary of the parties at any time during normal business hours.

5. Term. This Agreement shall commence on the Effective Date and shall be coterminous with the Ground Lease.

6. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be given pursuant to Section 24 of the Ground Lease.

7. Binding Nature of Agreement; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement.

8. Ground Lease Incorporated By Reference. To the extent it is not inconsistent with the terms of this Agreement, the terms of the Ground Lease are incorporated herein by reference and are a part of this Agreement.

9. Entire Agreement. Except as described in Section 8 of this Agreement, this Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

10. Counterparts and Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dated: November 22, 2022

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____
Carl Engel, President

Approved as to form for District:

By: _____
Hugh Rafferty, Secretary

District Counsel

Tenant:

G3, LLC,
a California limited liability company

Erik Justesen, Manager

Exhibit “A”

Cost Responsibility Breakdown

4881-8213-5604, v. 4

COST RESPONSIBILITY BREAKDOWN							
	G3 RESPONSIBILITY		AIRPORT RESPONSIBILITY		AIRPORT FRONTS AND G3 REIMBURSES		TOTAL
	%	\$	%	\$	%	\$	
WEST SIDE IMPROVEMENTS	100%	\$ 3,462,233.29	0%	\$ -	0%	\$ -	\$ 3,462,233.29
DETENTION BASIN & LOOPED WATER CONNECTION	0%	\$ -	100%	\$ 1,336,019.56	0%	\$ -	\$ 1,336,019.56
FOXENWOOD IMPROVEMENTS	30%	\$ 763,915.58	20%	\$ 497,952.60	50%	\$ 1,261,868.18	\$ 2,523,736.36
WEST FOSTER ROAD IMPROVEMENTS	0%	\$ -	100%	\$ 216,990.62	0%	\$ -	\$ 216,990.62
W. UNION VALLEY PKWY IMPROVEMENTS	29%	\$ 48,333.00	0%	\$ -	71%	\$ 117,380.14	\$ 165,713.13
TOTAL =		\$ 4,274,481.87	TOTAL =	\$ 2,050,962.77	TOTAL =	\$ 1,379,248.31	\$ 7,704,692.96
GRAND TOTAL							

	LENGTH (ft)
FOXEN WOOD =	1300
G3 FRONTAGE =	787
AIRPORT BASIN FRONTAGE=	513
AIRPORT FRONTS COST FRONTAGE =	1300

FOSTER ROAD =	1131
G3 FRONTAGE =	0
AIRPORT BASIN FRONTAGE=	585
AIRPORT FRONTS COST FRONTAGE =	546

WEST UNION VALLEY PARKWAY =	168
G3 FRONTAGE =	49
AIRPORT BASIN FRONTAGE=	0
AIRPORT FRONTS COST FRONTAGE =	119

PRELIMINARY ONSITE OPINION OF COSTS



DATE: **Mar 01, 2022**
 JOB No.: **0156-02-CO18**
 JOB NM: **SM Airport Bus Park**
 CALC BY: **RAC/NW**
 CHK BY:

**3765 South Higuera, Suite 102
 San Luis Obispo, Ca.**

Ph: (805) 543-1794 Fax: (805) 543.4609 email: www.rrmdesign.com

SM Market Place - West Side Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
ONSITE DEMOLITION/EARTHWORK						
	CLEAR & GRUB	352,612	SF	0.10	\$35,261	ALLOWANCE
	TREE REMOVALS	0	EA	1000.00	\$0	ALLOWANCE
	SAWCUTTING	0	LF	1.50	\$0	ALLOWANCE
	MISC. ONSITE DEMOLITION	1	LS	5000.00	\$5,000	ALLOWANCE
	ONSITE ROUGH FILL	10,997	CY	6.00	\$65,984	ASSUMES SITE TO BALANCE
	ONSITE ROUGH CUT	6,542	CY	5.00	\$32,712	ASSUMES SITE TO BALANCE
	OVERX OF BUILDING PADS	21,124	CY	10.00	\$211,235	ASSUMES 36" OVEREXCAVATION
	COMPACTED SUBGRADES	114,067	SF	0.50	\$57,034	PAVED AREAS
	FINE GRADING	37,356	SF	0.40	\$14,942	LANDSCAPED AREAS
Demo and Site Prep Subtotal:					\$422,168	
ONSITE WATER LINES						
	FIRE WATER W /DDCV	2	EA	8500.00	\$17,000	ALLOWANCE
	COMM 1.5" METER & LATERAL	8	EA	3500.00	\$28,000	ALLOWANCE
	8" WATER MAIN	0	LF	50.00	\$0	ALLOWANCE
	10" WATER MAIN	0	LF	55.00	\$0	ALLOWANCE
	6" WATER VALVES	0	EA	1750.00	\$0	ALLOWANCE
	8" WATER VALVES	0	EA	2000.00	\$0	ALLOWANCE
	10" WATER VALVES	0	EA	2500.00	\$0	ALLOWANCE
	FIRE WATER SERVICE LATERAL	2	EA	3500.00	\$7,000	ALLOWANCE
	FIRE HYDRANTS	0	EA	9000.00	\$0	ALLOWANCE
	AIRVACS	0	EA	4500.00	\$0	ALLOWANCE
	BLOWOFFS	0	EA	3500.00	\$0	ALLOWANCE
	IRRIGATION SERVICE	3	EA	2500.00	\$7,500	ALLOWANCE
Water Subtotal:					\$59,500	
ONSITE SEWER LINES						
	36" SEWER MANHOLE	1	EA	6250.00	\$6,250	ALLOWANCE
	8" SEWER MAIN	0	LF	75.00	\$0	ALLOWANCE
	6" SEWER LATERALS	7	EA	3250.00	\$22,750	ALLOWANCE
Sewer Subtotal:					\$29,000	
ONSITE STORM WATER MANAGEMENT						
	18" STORM DRAIN	240	LF	80.00	\$19,200	ALLOWANCE
	24" STORM DRAIN	565	LF	100.00	\$56,479	ALLOWANCE
	STORMDRAIN MANHOLES	2	EA	5000.00	\$10,000	ALLOWANCE
	STORMDRAIN INLETS	0	EA	7500.00	\$0	ALLOWANCE
	BASIN FENCING	0	LF	36.00	\$0	ALLOWANCE
	BASIN RIP RAP	0	TONS	90.00	\$0	ALLOWANCE
Storm Subtotal:					\$66,479	

SM Market Place - West Side Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
ONSITE DRY UTILITIES						
	COMMON TRENCH	0	LF	50.00	\$0	ALLOWANCE
	STREET LIGHT POWER	0	LF	30.00	\$0	ALLOWANCE
	COBRA STREET LIGHTS	0	EA	5000.00	\$0	ALLOWANCE
	TRANSFORMER PADS	0	EA	4000.00	\$0	ALLOWANCE
	SERVICE TO BUILDING	9	EA	2500.00	\$22,500	ALLOWANCE
	VAULTS	0	EA	9000.00	\$0	ALLOWANCE
	IRRIGATION PEDESTAL	1	EA	2500.00	\$2,500	ALLOWANCE
	GAS LINE	0	LF	25.00	\$0	
	GAS SERVICES	8	EA	850.00	\$6,800	ALLOWANCE
Dry Subtotal:					\$31,800	
ONSITE STREET IMPROVEMENTS						
	6" CURBS	2,860	LF	32.00	\$91,520	ALLOWANCE
	ASPHALT PAVING - 3.5"	168,979	SF	3.50	\$591,427	SECTION SUBJECT TO CHANGE
	6" CL II BASE	305,840	SF	2.50	\$764,600	SECTION SUBJECT TO CHANGE
	ONSITE CONCRETE FLATWORK	22,795	SF	10.00	\$227,950	ALLOWANCE
	ADA RAMP	0	EA	2250.00	\$0	ALLOWANCE
	SIGNAGE AND STRIPING	1	LS	7500.00	\$7,500	ALLOWANCE
Street Subtotal:					\$1,682,997	
ONSITE EROSION CONTROLS						
	SWPPP, BMP MAINT. & MONITORING	1	LS	15000.00	\$15,000	ALLOWANCE
	STABILIZED CONST. ENTRANCE	3	EA	4000.00	\$12,000	ALLOWANCE
	CONCRETE WASTE AREA	3	EA	800.00	\$2,400	ALLOWANCE
	STORM DRAIN INLET PROTECTION	5	EA	500.00	\$2,500	ALLOWANCE
	GRAVEL BAGS	25	EA	12.00	\$300	ALLOWANCE
	FIBER ROLLS	1,500	LF	5.00	\$7,500	ALLOWANCE
	SILT FENCING	2,400	LF	5.00	\$12,000	ALLOWANCE
Erosion Control Subtotal:					\$51,700	
ONSITE LANDSCAPING						
	SMALL TREES	50	EA	300.00	\$15,000	ALLOWANCE
	LARGE TREES	27	EA	400.00	\$10,800	ALLOWANCE
	IRRIGATION	37,356	SF	3.00	\$112,067	ALLOWANCE
	PLANTINGS	37,356	SF	3.50	\$130,745	ALLOWANCE
	TRASH ENCLOSURE	3	EA	15000.00	\$45,000	INCLUDES SLAB, WALLS & GATE
	SLIDING GATES	2	EA	3000.00	\$6,000	ALLOWANCE
Landscaping Subtotal:					\$319,613	
Project Subtotal:					\$2,663,256	
CONTINGENCIES 30%					\$798,977	
GRAND TOTAL:					\$3,462,233	

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR

PRELIMINARY OPINION OF COSTS



DATE: Mar 01, 2022
 JOB No.: 0156-02-CO18
 JOB NM: SM Airport Bus Park
 CALC BY: RAC/NW
 CHK BY: _____

**3765 South Higuera, Suite 102
 San Luis Obispo, Ca.**

Ph: (805) 543-1794 Fax: (805) 543.4609 email: www.rrmdesign.com

SM Market Place - Detention Basin Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
ONSITE DEMOLITION/EARTHWORK						
	CLEAR & GRUB	204,749	SF	0.10	\$20,475	ALLOWANCE
	TREE REMOVALS	0	EA	1000.00	\$0	ALLOWANCE
	SAWCUTTING	0	LF	1.50	\$0	ALLOWANCE
	MISC. ONSITE DEMOLITION	1	LS	5000.00	\$5,000	ALLOWANCE
	ONSITE ROUGH FILL	399	CY	6.00	\$2,394	ASSUMES SITE TO BALANCE
	ONSITE ROUGH CUT	23,396	CY	5.00	\$116,979	ASSUMES SITE TO BALANCE
	OVERX OF BUILDING PADS	0	CY	10.00	\$0	ASSUMES 36" OVEREXCAVATION
	COMPACTED SUBGRADES	0	SF	0.50	\$0	PAVED AREAS
	FINE GRADING		SF	0.40	\$0	LANDSCAPED AREAS
Demo and Site Prep Subtotal:					\$144,847	
ONSITE WATER LINES						
	FIRE WATER W /DDCV	0	EA	8500.00	\$0	ALLOWANCE
	COMM 1.5" METER & LATERAL	0	EA	3500.00	\$0	ALLOWANCE
	8" WATER MAIN	1,200	LF	50.00	\$60,000	ALLOWANCE
	10" WATER MAIN	0	LF	55.00	\$0	ALLOWANCE
	6" WATER VALVES	0	EA	1750.00	\$0	ALLOWANCE
	8" WATER VALVES	0	EA	2000.00	\$0	ALLOWANCE
	10" WATER VALVES	0	EA	2500.00	\$0	ALLOWANCE
	FIRE WATER SERVICE LATERAL	0	EA	3500.00	\$0	ALLOWANCE
	FIRE HYDRANTS	0	EA	9000.00	\$0	ALLOWANCE
	AIRVACS	0	EA	4500.00	\$0	ALLOWANCE
	BLOWOFFS	0	EA	3500.00	\$0	ALLOWANCE
	IRRIGATION SERVICE	1	EA	2500.00	\$2,500	ALLOWANCE
Water Subtotal:					\$62,500	
ONSITE SEWER LINES						
	36" SEWER MANHOLE	0	EA	6250.00	\$0	ALLOWANCE
	8" SEWER MAIN	0	LF	75.00	\$0	ALLOWANCE
	6" SEWER LATERALS	0	EA	3250.00	\$0	ALLOWANCE
Sewer Subtotal:					\$0	
ONSITE STORM WATER MANAGEMENT						
	STORMDRAIN MANHOLES	0	EA	5000.00	\$0	ALLOWANCE
	STORMDRAIN INLETS	1	EA	3500.00	\$3,500	ALLOWANCE
	SD FLARED END OUTLET	3	EA	3500.00	\$10,500	ALLOWANCE
	BASIN FENCING	1,600	LF	36.00	\$57,600	ALLOWANCE
	BASIN RIP RAP	10	TONS	90.00	\$900	ALLOWANCE
Storm Subtotal:					\$72,500	

SM Market Place - Detention Basin Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
ONSITE DRY UTILITIES						
	COMMON TRENCH	0	LF	50.00	\$0	ALLOWANCE
	STREET LIGHT POWER	0	LF	30.00	\$0	ALLOWANCE
	COBRA STREET LIGHTS	0	EA	5000.00	\$0	ALLOWANCE
	TRANSFORMER PADS	0	EA	4000.00	\$0	ALLOWANCE
	SERVICE TO BUILDING	0	EA	2500.00	\$0	ALLOWANCE
	VAULTS	0	EA	9000.00	\$0	ALLOWANCE
	JUNCTION BOXES	0	EA	1250.00	\$0	ALLOWANCE
	IRRIGATION PEDESTAL	1	EA	2500.00	\$2,500	ALLOWANCE
	GAS LINE	0	LF	25.00	\$0	ALLOWANCE
	GAS SERVICES	0	EA	850.00	\$0	ALLOWANCE
Dry Subtotal:					\$2,500	
ONSITE STREET IMPROVEMENTS						
	6" CURBS	0	LF	32.00	\$0	ALLOWANCE
	ASPHALT PAVING - 3.5"	0	SF	3.50	\$0	SECTION SUBJECT TO CHANGE
	6" CL II BASE	0	SF	2.50	\$0	SECTION SUBJECT TO CHANGE
	ONSITE CONCRETE FLATWORK	0	SF	12.00	\$0	ALLOWANCE
	ADA RAMP	0	EA	2250.00	\$0	ALLOWANCE
	SIGNAGE AND STRIPING	0	LS	0.00	\$0	ALLOWANCE
Street Subtotal:					\$0	
ONSITE EROSION CONTROLS						
	SWPPP, BMP MAINT. & MONITORING	1	LS	5000.00	\$5,000	ALLOWANCE
	STABILIZED CONST. ENTRANCE	1	EA	4000.00	\$4,000	ALLOWANCE
	CONCRETE WASTE AREA	0	EA	800.00	\$0	ALLOWANCE
	STORM DRAIN INLET PROTECTION	0	EA	500.00	\$0	ALLOWANCE
	GRAVEL BAGS	0	EA	12.00	\$0	ALLOWANCE
	FIBER ROLLS	1,000	LF	5.00	\$5,000	ALLOWANCE
	SILT FENCING	1,850	LF	5.00	\$9,250	ALLOWANCE
	SOIL STABILIZATION	204,749	SF	0.30	\$61,425	ALLOWANCE
Erosion Control Subtotal:					\$84,675	
ONSITE LANDSCAPING						
	SMALL TREES	50	EA	300.00	\$15,000	ALLOWANCE
	LARGE TREES	25	EA	400.00	\$10,000	ALLOWANCE
	IRRIGATION	70,000	SF	2.50	\$175,000	ALLOWANCE
	PLANTINGS	204,749	SF	2.25	\$460,685	ASSUMES MINIMAL PLANTING
	TRASH ENCLOSURE	0	EA	15000.00	\$0	INCLUDES SLAB, WALLS & GATE
	WOOD FENCE	0	LF	40.00	\$0	ALLOWANCE
	SLIDING GATES	0	EA	3000.00	\$0	ALLOWANCE
Landscaping Subtotal:					\$660,685	
Project Subtotal:					\$1,027,707	
CONTINGENCIES 30%					\$308,312	
GRAND TOTAL:					\$1,336,020	

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

PRELIMINARY OPINION OF COSTS



DATE: Mar 01, 2022
 JOB No.: 0156-02-CO18
 JOB NM: SM Airport Bus Park
 CALC BY: RAC/NW
 CHK BY: _____

**3765 South Higuera, Suite 102
 San Luis Obispo, Ca.**

Ph: (805) 543-1794 Fax: (805) 543.4609 email: www.rrmdesign.com

SM Market Place - Foxenwood Lane Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
DEMOLITION/EARTHWORK						
	CLEAR & GRUB	90,000	SF	0.10	\$9,000	ALLOWANCE
	TREE REMOVALS	0	EA	1000.00	\$0	ALLOWANCE
	SAWCUTTING	100	LF	1.50	\$150	ALLOWANCE
	EX PAVEMENT DEMOLITION	49,145	SF	2.50	\$122,862	ALLOWANCE
	ONSITE ROUGH FILL	0	CY	6.00	\$0	ALLOWANCE
	ONSITE ROUGH CUT	0	CY	5.00	\$0	ASSUMES SITE TO BALANCE
	OVERX OF BUILDING PADS	0	CY	10.00	\$0	ASSUMES 36" OVEREXCAVATION
	COMPACTED SUBGRADES	82,196	SF	0.50	\$41,098	PAVED AREAS
	FINE GRADING	21,050	SF	0.40	\$8,420	LANDSCAPED AREAS
Demo and Site Prep Subtotal:					\$181,530	
WATER LINES						
	COMM 1.5" METER & LATERAL	24	EA	3500.00	\$84,000	ALLOWANCE
	8" WATER MAIN	48	LF	50.00	\$2,400	ALLOWANCE
	10" WATER MAIN	1,233	LF	55.00	\$67,793	ALLOWANCE
	6" WATER VALVES	4	EA	1750.00	\$7,000	ALLOWANCE
	8" WATER VALVES	1	EA	2000.00	\$2,000	ALLOWANCE
	10" WATER VALVES	11	EA	2500.00	\$27,500	ALLOWANCE
	COMM FIRE WATER LATERAL	4	EA	6500.00	\$26,000	ALLOWANCE
	6" FIRE HYDRANTS W/ 8" FH LAT.	4	EA	9000.00	\$36,000	ALLOWANCE
	AIRVACS	1	EA	4500.00	\$4,500	ALLOWANCE
	BLOWOFFS	1	EA	3500.00	\$3,500	ALLOWANCE
	IRRIGATION SERVICE	12	EA	2500.00	\$30,000	ALLOWANCE
Water Subtotal:					\$290,693	
SEWER LINES						
	36" SEWER MANHOLE	5	EA	6250.00	\$31,250	ALLOWANCE
	8" SEWER MAIN	1,163	LF	75.00	\$87,193	ALLOWANCE
	6" SEWER LATERALS	7	EA	3250.00	\$22,750	ALLOWANCE
Sewer Subtotal:					\$31,250	
STORM WATER MANAGEMENT						
	18" STORM DRAIN	1,000	LF	80.00	\$80,000	ALLOWANCE
	STORMDRAIN MANHOLES	4	EA	5000.00	\$20,000	ALLOWANCE
	STORMDRAIN INLETS	8	EA	7500.00	\$60,000	ALLOWANCE
	BASIN FENCING	0	LF	36.00	\$0	ALLOWANCE
	BASIN RIP RAP	5	TONS	90.00	\$450	ALLOWANCE
Storm Subtotal:					\$160,450	

SM Market Place - Foxenwood Lane Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
DRY UTILITIES						
	JOINT TRENCH	1,200	LF	50.00	\$60,000	ALLOWANCE
	STREET LIGHT POWER	1,240	LF	30.00	\$37,200	ALLOWANCE
	COBRA STREET LIGHTS	7	EA	5000.00	\$35,000	ALLOWANCE
	TRANSFORMER PADS	6	EA	4000.00	\$24,000	ALLOWANCE
	JT SERVICE TO BUILDING	0	EA	2500.00	\$0	ALLOWANCE
	VAULTS	3	EA	9000.00	\$27,000	ALLOWANCE
	JUNCTION BOXES	4	EA	1250.00	\$5,000	ALLOWANCE
	IRRIGATION PEDESTAL	3	EA	2500.00	\$7,500	ALLOWANCE
	GAS LINE	1,250	LF	25.00	\$31,250	ALLOWANCE
	GAS SERVICES	22	EA	850.00	\$18,700	ALLOWANCE
Dry Subtotal:					\$245,650	
STREET IMPROVEMENTS						
	6" CURBS	2,540	LF	32.00	\$81,280	ALLOWANCE
	ASPHALT PAVING - 3.5"	52,153	SF	3.50	\$182,537	SECTION SUBJECT TO CHANGE
	6" CL II BASE	82,196	SF	2.50	\$205,491	SECTION SUBJECT TO CHANGE
	ONSITE CONCRETE FLATWORK	30,043	SF	10.00	\$300,430	ALLOWANCE
	ADA RAMP	16	EA	2250.00	\$36,000	ALLOWANCE
	SIGNAGE AND STRIPING	1	LS	15000.00	\$15,000	ALLOWANCE
Street Subtotal:					\$820,738	
EROSION CONTROLS						
	SWPPP, BMP MAINT. & MONITOR	1	LS	10000.00	\$10,000	ALLOWANCE
	STABILIZED CONST. ENTRANCE	2	EA	4000.00	\$8,000	ALLOWANCE
	CONCRETE WASTE AREA	2	EA	800.00	\$1,600	ALLOWANCE
	STORM DRAIN INLET PROTECTION	8	EA	500.00	\$4,000	ALLOWANCE
	GRAVEL BAGS	50	EA	12.00	\$600	ALLOWANCE
	FIBER ROLLS	2,500	LF	5.00	\$12,500	ALLOWANCE
	SILT FENCING	2,500	LF	5.00	\$12,500	ALLOWANCE
	SOIL STABILIZATION	0	SF	0.30	\$0	ALLOWANCE
Erosion Control Subtotal:					\$49,200	
LANDSCAPING						
	SMALL TREES	50	EA	300.00	\$15,000	ALLOWANCE
	LARGE TREES	25	EA	400.00	\$10,000	ALLOWANCE
	IRRIGATION	21,050	SF	3.00	\$63,150	ALLOWANCE
	PLANTINGS	21,050	SF	3.50	\$73,675	ALLOWANCE
	TRASH ENCLOSURE	0	EA	15000.00	\$0	INCLUDES SLAB, WALLS & GATE
	WOOD FENCE	0	LF	40.00	\$0	ALLOWANCE
	SLIDING GATES	0	EA	3000.00	\$0	ALLOWANCE
Landscaping Subtotal:					\$161,825	
Project Subtotal:					\$1,941,336	
CONTINGENCIES 30%					\$582,401	
GRAND TOTAL:					\$2,523,736	

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY OTHER PURPOSE.

PRELIMINARY OPINION OF COSTS



DATE: **Mar 01, 2022**
 JOB No.: **0156-02-CO18**
 JOB NM: **SM Airport Bus Park**
 CALC BY: **RAC/NW**
 CHK BY:

**3765 South Higuera, Suite 102
 San Luis Obispo, Ca.**

Ph: (805) 543-1794 Fax: (805) 543.4609 email: www.rrmdesign.com

SM Market Place - West Foster Road Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
DEMOLITION/EARTHWORK						
	CLEAR & GRUB	0	SF	0.10	\$0	ALLOWANCE
	TREE REMOVALS	0	EA	1000.00	\$0	ALLOWANCE
	SAWCUTTING	2,600	LF	1.50	\$3,900	ACCOUNTS FOR OFFSITE WATER LINE
	MISC. ONSITE DEMOLITION	1	LS	5000.00	\$5,000	ALLOWANCE
	EX AC PAVEMENT DEMO	4,335	SF	2.50	\$10,838	ALLOWANCE
	COMPACTED SUBGRADES	5,517	SF	0.50	\$2,758	PAVED AREAS
	FINE GRADING	0	SF	0.40	\$0	LANDSCAPED AREAS
Demo and Site Prep Subtotal:					\$22,496	
WATER LINES						
	FIRE WATER W /DDCV	0	EA	8500.00	\$0	ALLOWANCE
	COMM 1.5" METER & LATERAL	0	EA	3500.00	\$0	ALLOWANCE
	8" WATER MAIN	0	LF	50.00	\$0	ALLOWANCE
	10" WATER MAIN	1,334	LF	55.00	\$73,370	ALLOWANCE
	6" WATER VALVES	0	EA	1750.00	\$0	ALLOWANCE
	8" WATER VALVES	0	EA	2000.00	\$0	ALLOWANCE
	10" WATER VALVES	3	EA	2500.00	\$7,500	ALLOWANCE
	FIRE WATER SERVICE LATERAL	0	EA	3500.00	\$0	ALLOWANCE
	FIRE HYDRANTS	0	EA	9000.00	\$0	ALLOWANCE
	AIRVACS	1	EA	4500.00	\$4,500	ALLOWANCE
	BLOWOFFS	1	EA	3500.00	\$3,500	ALLOWANCE
	IRRIGATION SERVICE	0	EA	2500.00	\$0	ALLOWANCE
Water Subtotal:					\$88,870	
SEWER LINES						
	36" SEWER MANHOLE	0	EA	6250.00	\$0	ALLOWANCE
	8" SEWER MAIN	0	LF	75.00	\$0	ALLOWANCE
	6" SEWER LATERALS	0	EA	3250.00	\$0	ALLOWANCE
Sewer Subtotal:					\$0	
STORM WATER MANAGEMENT						
	18" STORM DRAIN	0	LF	80.00	\$0	ALLOWANCE
	STORMDRAIN MANHOLES	0	EA	5000.00	\$0	ALLOWANCE
	STORMDRAIN INLETS	0	EA	7500.00	\$0	ALLOWANCE
	BASIN FENCING	0	LF	36.00	\$0	ALLOWANCE
Storm Subtotal:					\$0	
DRY UTILITIES						
	COMMON TRENCH	0	LF	50.00	\$0	ALLOWANCE
	STREET LIGHT POWER	0	LF	30.00	\$0	ALLOWANCE
	COBRA STREET LIGHTS	0	EA	5000.00	\$0	ALLOWANCE
	TRANSFORMER PADS	0	EA	4000.00	\$0	ALLOWANCE
	SERVICE TO BUILDING	0	EA	2500.00	\$0	ALLOWANCE
	VAULTS	0	EA	9000.00	\$0	ALLOWANCE
	JUNCTION BOXES	0	EA	1250.00	\$0	ALLOWANCE
	IRRIGATION PEDESTAL	0	EA	2500.00	\$0	ALLOWANCE
	GAS LINE	0	LF	25.00	\$0	ALLOWANCE

SM Market Place - West Foster Road Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
	GAS SERVICES	0	EA	850.00	\$0	ALLOWANCE
Dry Subtotal:					\$0	
STREET IMPROVEMENTS						
	6" CURBS	90	LF	32.00	\$2,880	ALLOWANCE
	ASPHALT PAVING - 3.5"	4,335	SF	3.50	\$15,172	SECTION SUBJECT TO CHANGE
	6" CL II BASE	5,040	SF	2.50	\$12,600	SECTION SUBJECT TO CHANGE
	ONSITE CONCRETE FLATWORK	705	SF	10.00	\$7,050	SECTION SUBJECT TO CHANGE
	ADA RAMP	2	EA	2250.00	\$4,500	ALLOWANCE
	SIGNAGE AND STRIPING	1	LS	7500.00	\$7,500	ALLOWANCE
Street Subtotal:					\$49,702	
EROSION CONTROLS						
	SWPPP, BMP MAINT. & MONITOR	1	LS	5000.00	\$5,000	ALLOWANCE
	STABILIZED CONST. ENTRANCE	0	EA	4000.00	\$0	ALLOWANCE
	CONCRETE WASTE AREA	1	EA	800.00	\$800	ALLOWANCE
	STORM DRAIN INLET PROTECTION	0	EA	500.00	\$0	ALLOWANCE
	GRAVEL BAGS	4	EA	12.00	\$48	ALLOWANCE
	FIBER ROLLS	0	LF	5.00	\$0	ALLOWANCE
	SILT FENCING	0	LF	5.00	\$0	ALLOWANCE
	SOIL STABILIZATION	0	SF	0.30	\$0	ALLOWANCE
Erosion Control Subtotal:					\$5,848	
LANDSCAPING						
	SMALL TREES	0	EA	300.00	\$0	ALLOWANCE
	LARGE TREES	0	EA	400.00	\$0	ALLOWANCE
	IRRIGATION	0	SF	3.00	\$0	ALLOWANCE
	PLANTINGS	0	SF	3.50	\$0	ALLOWANCE
	TRASH ENCLOSURE	0	EA	15000.00	\$0	INCLUDES SLAB, WALLS & GATE
	WOOD FENCE	0	LF	40.00	\$0	ALLOWANCE
	SLIDING GATES	0	EA	3000.00	\$0	ALLOWANCE
Landscaping Subtotal:					\$0	
Project Subtotal:					\$166,916	
CONTINGENCIES 30%					\$50,075	
GRAND TOTAL:					\$216,991	

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

PRELIMINARY OPINION OF COSTS



DATE: Mar 01, 2022
 JOB No.: 0156-02-CO18
 JOB NM: SM Airport Bus Park
 CALC BY: RAC/NW
 CHK BY: _____

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 San Luis Obispo, Ca.**

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SM Market Place - West Union Valley Parkway Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
DEMOLITION/EARTHWORK						
	CLEAR & GRUB	3,000	SF	0.10	\$300	ALLOWANCE
	TREE REMOVALS	0	EA	1000.00	\$0	ALLOWANCE
	SAWCUTTING	200	LF	1.50	\$300	ALLOWANCE
	EX PAVEMENT DEMOLITION	2,500	SF	2.50	\$6,250	ALLOWANCE
	MISC. ONSITE DEMOLITION	1	LS	5000.00	\$5,000	ALLOWANCE
	COMPACTED SUBGRADES	4,400	SF	0.50	\$2,200	PAVED AREAS
	FINE GRADING	4,400	SF	0.40	\$1,760	LANDSCAPED AREAS
Demo and Site Prep Subtotal:					\$15,810	
ONSITE WATER LINES						
	FIRE WATER W /DDCV	0	EA	8500.00	\$0	ALLOWANCE
	COMM 1.5" METER & LATERAL	0	EA	3500.00	\$0	ALLOWANCE
	8" WATER MAIN	0	LF	50.00	\$0	ALLOWANCE
	10" WATER MAIN	25	LF	55.00	\$1,375	ALLOWANCE
	6" WATER VALVES	0	EA	1750.00	\$0	ALLOWANCE
	8" WATER VALVES	0	EA	2000.00	\$0	ALLOWANCE
	10" WATER VALVES	1	EA	2500.00	\$2,500	ALLOWANCE
	FIRE WATER SERVICE LATERAL	0	EA	3500.00	\$0	ALLOWANCE
	FIRE HYDRANTS	0	EA	9000.00	\$0	ALLOWANCE
	AIRVACS	0	EA	4500.00	\$0	ALLOWANCE
	BLOWOFFS	0	EA	3500.00	\$0	ALLOWANCE
	IRRIGATION SERVICE	0	EA	2500.00	\$0	ALLOWANCE
Water Subtotal:					\$3,875	
SEWER LINES						
	36" SEWER MANHOLE	1	EA	6250.00	\$6,250	ALLOWANCE
	8" SEWER MAIN	37	LF	75.00	\$2,775	ALLOWANCE
	6" SEWER LATERALS	0	EA	3250.00	\$0	ALLOWANCE
Sewer Subtotal:					\$9,025	
STORM WATER MANAGEMENT						
	18" STORM DRAIN	0	LF	80.00	\$0	ALLOWANCE
	STORMDRAIN MANHOLES	0	EA	5000.00	\$0	ALLOWANCE
	STORMDRAIN INLETS	0	EA	7500.00	\$0	ALLOWANCE
	BASIN FENCING	0	LF	36.00	\$0	ALLOWANCE
Storm Subtotal:					\$0	
DRY UTILITIES						
	JT TRENCH	709	LF	50.00	\$35,450	ALLOWANCE
	STREET LIGHT POWER	47	LF	30.00	\$1,410	ALLOWANCE
	COBRA STREET LIGHTS	0	EA	5000.00	\$0	ALLOWANCE
	TRANSFORMER PADS	0	EA	4000.00	\$0	ALLOWANCE
	SERVICE TO BUILDING	0	EA	2500.00	\$0	ALLOWANCE
	VAULTS	1	EA	9000.00	\$9,000	ALLOWANCE
	JUNCTION BOXES	0	EA	1250.00	\$0	ALLOWANCE
	GAS LINE	75	LF	25.00	\$1,875	ALLOWANCE
	GAS SERVICES	0	EA	850.00	\$0	ALLOWANCE

SM Market Place - West Union Valley Parkway Improvements - Opinion of Costs

CAT.	ITEM	QUANT	UNIT	COST/UNIT	COST	DESCRIPTION
Dry Subtotal:					\$47,735	
STREET IMPROVEMENTS						
	6" CURBS	85	LF	32.00	\$2,705	ALLOWANCE
	ASPHALT PAVING - 3.5"	3,700	SF	3.50	\$12,950	SECTION SUBJECT TO CHANGE
	6" CL II BASE	4,400	SF	2.50	\$11,000	SECTION SUBJECT TO CHANGE
	ONSITE CONCRETE FLATWORK	700	SF	10.00	\$7,000	ALLOWANCE
	ADA RAMP	4	EA	2250.00	\$9,000	ALLOWANCE
	SIGNAGE AND STRIPING	1	LS	5000.00	\$5,000	ALLOWANCE
Street Subtotal:					\$47,655	
EROSION CONTROLS						
	SWPPP, BMP MAINT. & MONITOR	1	LS	2500.00	\$2,500	ALLOWANCE
	STABILIZED CONST. ENTRANCE	0	EA	4000.00	\$0	ALLOWANCE
	CONCRETE WASTE AREA	1	EA	800.00	\$800	ALLOWANCE
	STORM DRAIN INLET PROTECTION	0	EA	500.00	\$0	ALLOWANCE
	GRAVEL BAGS	6	EA	12.00	\$72	ALLOWANCE
	FIBER ROLLS	0	LF	5.00	\$0	ALLOWANCE
	SILT FENCING	0	LF	5.00	\$0	ALLOWANCE
	SOIL STABILIZATION	0	SF	0.30	\$0	ALLOWANCE
Erosion Control Subtotal:					\$3,372	
LANDSCAPING						
	SMALL TREES	0	EA	300.00	\$0	ALLOWANCE
	LARGE TREES	0	EA	400.00	\$0	ALLOWANCE
	IRRIGATION	0	SF	3.00	\$0	ALLOWANCE
	PLANTINGS	0	SF	3.50	\$0	ALLOWANCE
	TRASH ENCLOSURE	0	EA	15000.00	\$0	INCLUDES SLAB, WALLS & GATE
	WOOD FENCE	0	LF	40.00	\$0	ALLOWANCE
	SLIDING GATES	0	EA	3000.00	\$0	ALLOWANCE
Landscaping Subtotal:					\$0	
Project Subtotal:					\$127,472	
CONTINGENCIES 30%					\$38,241	
GRAND TOTAL:					\$165,713	

THIS ESTIMATE WAS PREPARED USING STANDARD COST AND/OR QUANTITY ESTIMATE PRACTICES. IT IS UNDERSTOOD AND AGREED THAT THIS IS AN ESTIMATE ONLY, AND THAT THE ENGINEER SHALL NOT BE LIABLE TO THE OWNER OR TO A THIRD PARTY FOR ANY FAILURE TO ACCURATELY ESTIMATE THE COST AND/OR QUANTITIES FOR THE PROJECT, OR ANY PART THEREOF.

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

**American Riviera Bank
Santa Barbara Commercial Lending Branch
1033 Anacapa Street
Santa Barbara, CA 93101**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 111-230-05 & 111-230-06

**ESTOPPEL CERTIFICATE AND
ADDENDUM TO GROUND LEASE**

THIS ESTOPPEL CERTIFICATE AND ADDENDUM TO GROUND LEASE is made this ____ day of _____, 2022, to modify that certain unrecorded Lease dated October 27, 2022 ("Lease") by and between **Santa Maria Public Airport District** ("Landlord") and H&H, LLC, a California limited liability company and Edgewater Motel, Inc., a California Corporation, as lessee ("Original Tenant"), which Lease serves to amend and restate the leasehold as originally created by that certain lease dated July 14, 2011, executed by and among Landlord and Original Tenant, as referenced in the document entered "Memorandum of Lease", which recorded August 8, 2011, as Instrument No. 2011-0044694, of Official Records, and re-recorded May 7, 2012 as Instrument No. 2012-0029085, of Official Records, and re-recorded August 15, 2012 as Instrument No. 2012-0053595, of Official Records of Santa Barbara County, for the premises located at 3455 Skyway Drive, Santa Maria, CA 93455, comprising the real property described in Exhibit A attached hereto, and further described in the Lease ("Premises").

WHEREAS, United Lions Corporation, a California corporation ("Tenant") has succeeded to the interests of Original Tenant under the Lease pursuant to assignment recorded concurrently herewith, and

WHEREAS, American Riviera Bank ("Lender") is providing a Loan to Tenant in the principal sum of \$8,550,000.00 ("Loan") to be secured by a Deed of Trust ("Deed of Trust") on the Lease and the leasehold interest of Tenant, and

NOW, THEREFORE, it is hereby agreed by the Landlord and Tenant that the following provisions are added to the Lease, superseding any and all provisions of the Lease inconsistent therewith:

A. Tenant shall have the right to encumber the leasehold estate created by the Lease ("Leasehold Estate") of the Premises with the Deed of Trust;

B. Landlord hereby represents and warrants to Lender that:

(1) Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord on terms set forth in the Lease, (ii) is in full force and effect with a term

ESTOPPEL CERTIFICATE AND ADDENDUM TO GROUND LEASE
(CONTINUED)

expiring _____ 2062, and (iii) has not been modified or changed, either in writing or orally.

(2) No Default. As of the date of this Addendum, (i) all conditions and obligations to be performed by Landlord under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of Landlord under the Lease including any against rents due or to become due under the terms of the Lease.

(3) Entire Agreement. The Lease constitutes the entire agreement between Landlord and Tenant or any other party with respect to the lease of the Premises and Tenant has no other obligations to Landlord except as set forth in the Lease.

(4) No Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Tenant Lease.

C. So long as the Loan is outstanding:

(1) Neither Landlord nor Tenant shall modify or cancel the Lease without Lender's written approval, Tenant shall have no right to surrender the Premises nor terminate the Lease and Landlord shall not accept any surrender or termination from Tenant;

(2) So long as Lender has not entered into possession of the Premises pursuant to a foreclosure or transfer in lieu of foreclosure, Lender shall not be liable for performance of the terms of the Lease;

(3) Lender shall have the right to acquire the Leasehold Estate at a foreclosure sale or by assignment in lieu of foreclosure, and Lender shall have the right of reassignment of the Leasehold Estate and the Lease (along with right to exercise any options thereunder);

(4) In the event Lender acquires the Leasehold Estate by foreclosure or assignment in lieu of foreclosure, Lender shall have the right to sublease all or any portion of the Premises without further consent of Landlord;

(5) Landlord shall furnish to Lender written notice of default by the Tenant of any term, condition or provision of the Lease within thirty (30) days of the date of default and give Lender sixty (60) days written notice prior to (i) any exercise of any right to terminate the Lease, (ii) initiating any Notice to Quit, or (iii) filing any suit or action, including but not limited to, any unlawful detainer action;

(6) In the event Landlord gives Lender a sixty (60) day written notice of intent to exercise any right to terminate the Lease, initiate any Notice to Quit, or file any suit or action against Tenant ("Sixty Day Notice"), Lender shall have the right, but not the obligation, during the period of the Sixty Day Notice, to cure such default, or, if such default cannot reasonably be cured within such sixty (60) day period, Lender shall have such longer time as may be reasonably necessary to cure the default; provided that Lender commences the cure within such period and continuously and diligently pursues the cure to completion;

ESTOPPEL CERTIFICATE AND ADDENDUM TO GROUND LEASE
(CONTINUED)

(7) In the event Landlord gives Lender a Sixty Day Notice and if Lender gives written notice to Landlord during the period of such Sixty Day Notice that Lender intends to initiate proceedings for foreclosure and sale of its interest in the Leasehold Estate, then Landlord will refrain from terminating the lease, initiating any notice to quit, or filing any suit or action against Tenant for such period of time as may be necessary for Lender to complete such foreclosure and sale proceedings, provided that Lender cures any outstanding monetary defaults of Tenant and continues to do so during the period of its foreclosure and sale proceedings, and further provided that Lender pursues its foreclosure and sale proceedings diligently and continuously to completion;

(8) Landlord acknowledges and consents to Lender's security interest in any and all of Tenant's personal property and fixtures ("FF&E"), agrees to, and hereby does, subordinate any interest Landlord may have in said FF&E to the security interest of Lender, and agrees that, in the event of default by Tenant under the Loan or the Deed of Trust, Lender may at any time enter onto the Premises and may remove or dispose of all or any part of said FF&E from the Premises. The entry on the Premises for such removal shall not be deemed entering on, taking possession of or operating the Premises, for purposes of imposing on Lender any responsibility or obligation for any term, provision, or condition provided in the Lease;

(9) Subject to any rights of lenders with liens superior to Lender's lien, Lender shall have the right to any proceeds of any insurance policy covering any damage to the improvements made on the Premises, not to exceed the remaining balance of the Loan;

(10) Subject to any rights of lenders with liens superior to Lender's lien, Lender shall have the right to any condemnation proceeds for improvements made on the Premises, not to exceed the remaining balance of the Loan;

(11) When Lender is the successor in interest and seeking to enforce any document evidencing or securing this loan, the document will be interpreted and enforced under federal law, including Lender regulations, and, to the extent not inconsistent therewith, the laws of the state where the Project Parcel is located, without regard to its choice of law principles. Lender may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens and other purposes. By using such procedures, Lender does not waive any federal immunity from state or local control, penalty, tax, or liability. No Tenant or Guarantor or Landlord may claim or assert against Lender any local or state law to deny any obligation, defeat any claim of Lender or preempt federal law. No arbitration clause shall be enforceable while Lender is the holder of the Loan or a beneficiary under the Deed of Trust;

(12) Lender shall have the right to assign all of its rights and obligations under the Loan to any assignee, and, upon such assignment, this Addendum shall be binding upon and shall inure to the benefit of such assignee;

(13) The Landlord will provide a written notice of the existence of this Addendum to Ground Lease to any subsequent holder of a security interest in or purchaser of the property of which the Premises are a part.

(14) This Addendum shall be recorded in the office of the Santa Barbara County

ESTOPPEL CERTIFICATE AND ADDENDUM TO GROUND LEASE
(CONTINUED)

Recorder.

D. Any and all notices shall be in writing and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to Lender at the address set forth below or at such other address within the United States as may hereafter be designated in writing. The date of personal delivery or two (2) business days following the date of mailing, as the case may be, shall be the effective date of such notice. The address of Lender is:

American Riviera Bank
Santa Barbara Commercial Lending Branch
1033 Anacapa Street
Santa Barbara, CA 93101

E. It is the intent of the parties that Lender shall be a third party beneficiary of this Addendum to Ground Lease with the right to enforce its terms.

F. Notwithstanding anything to the contrary contained in the Lease, no merger of interest of the Landlord and Tenant shall operate to defeat the lien of the Lender under the Deed of Trust, including but not limited to situations where the merger of title results from an uncured default of Landlord or Tenant. No estate in the Premises, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the Landlord, Tenant or a third party who purchases or otherwise acquires the estates. Should Tenant acquire all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Premises, title will, at Lender's option, immediately become subject to the terms of the Deed of Trust, and Tenant will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by the Deed of Trust.

G. This Addendum is made by the parties hereto with the knowledge that Lender has made or is about to make the Loan to Tenant, that Lender is relying upon the certifications, terms, conditions and agreements contained herein in making the Loan, and that the terms contained herein constitute material conditions of the Loan.

H. This Addendum shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Addendum is governed by the laws of the State of California, without regard to the choice of law rules of that State. If there is a lawsuit, Lessor and Lessee agree upon Lender's request to submit to the jurisdiction of the courts of Santa Barbara County, State of California. This Addendum may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement. This Addendum shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Addendum. This Addendum constitutes the entire understanding and agreement of the parties as to the matters set forth in this Addendum. No alteration of or amendment to this Addendum shall be effective unless consented to in writing by Lender.

ESTOPPEL CERTIFICATE AND ADDENDUM TO GROUND LEASE
(CONTINUED)

Dated: _____, 2022

LANDLORD

**SANTA MARIA PUBLIC AIRPORT
DISTRICT**

By: _____
CARL W. ENGEL, PRESIDENT

TENANT

**UNITED LIONS CORPORATION, A
CALIFORNIA CORPORATION**

By: _____
SARDABEN PATEL, PRESIDENT

ADD NOTARY ACKNOWLEDGEMENTS

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, _____
(insert name and title of the officer)

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.

Signature _____ (Seal)

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, _____
(insert name and title of the officer)

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.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Santa Barbara, City of Santa Maria and described as follows:

PARCEL ONE: 111-230-05 & 111-230-06

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

Beginning at the most Southerly corner of the certain 2.42 acre parcel of land shown on record of survey map recorded in Book 110, Page 10, records of said County; thence North 46° 43' 30" East along the Southeasterly boundary thereof, 144.95 feet to the true point of beginning; thence North 46° 43' 30" East, continuing along said Southeasterly boundary and the Northeasterly prolongation thereof, a distance of 297.99 feet to a point; thence South 41° 47' 33" East, a distance of 479.16 feet; thence South 46° 43' 30" West, a distance of 285.37 feet; thence North 43° 18' 08" West, a distance of 479.00 feet to the true point of beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances and minerals under said land and mineral rights, without the right of surface entry on said land.

Also excepting from said Parcel One, all uranium, thorium and all other minerals determined pursuant to Section 5B, 1 of Atomic Energy Act of 1946, 60 stat., 761, Executive Order No. 9908 approved December 12, 1947 as reserved in Deed from The United States of America to the County of Santa Barbara, recorded in Book 857, Page 309, and in the deed from the County of Santa Barbara to the City of Santa Maria, recorded in Book 890 at Page 12 of Official Records of said County.

PARCEL TWO: APN 111-230-18

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

Beginning at the most Southerly corner of the certain 2.42 acre parcel of land shown on record of survey map recorded in Book 110, Page 10, records of said County; thence North 46° 43' 30" East along the Southeasterly boundary thereof and the Northeasterly prolongation thereof, a distance of 503.02 feet to a point; thence South 41° 47' 33" East, a distance of 120.73 feet to the true point of beginning; thence South 41° 47' 33" East, a distance of 345.00 feet; thence North 48° 12' 27" East, a distance of 249.98 feet, more or less, to a point on the Southwesterly boundary of Skyway Drive as shown on a record of survey map in Book 82, of record of surveys at Page 67, records of said County; thence North 41° 45' 42" West, along said Southwesterly boundary a distance of 345.00 feet thence South 48° 12' 27" West, a distance of 250.16 feet to the true point of beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances and minerals under said land and mineral rights, without the right of surface entry on said land.

Also excepting all oil, gas and other hydrocarbon substances and minerals in and under said land and mineral rights, without the right of surface entry on said land, as reserved by Santa Maria Public Airport District in the lease recorded November 21, 1984 as Instrument No. 1984-062713 of Official Records.

Also excepting from said Parcel One, all uranium, thorium and all other minerals determined pursuant to Section 5B, 1 of Atomic Energy Act of 1946, 60 stat., 761, Executive Order No. 9908 approved December 12, 1947 as reserved in Deed from The United States of America to the County of Santa Barbara, recorded in Book 857, Page 309, and in the deed from the County of Santa Barbara to the City of Santa Maria, recorded in Book 890 at Page 12 of Official Records of said County.

APN: 111-231-005, 111-231-018, and 111-231-006

**FIRST AMENDMENT TO SERVICE AGREEMENT
(Government Affairs/Consulting Services)**

RE: Service Agreement (Government Affairs/Consulting Services) dated September 8, 2022, between SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and THE WIDROE GROUP, INC. ("Consultant")

The Service Agreement dated September 8, 2022, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and The Widroe Group, Inc., a California company, (herein after called "Consultant"), is amended as follows. 3. Time of Performance is amended to read:

Consultant having commenced services hereunder, the contract is extended so that Consultant shall continue to perform service hereunder at the pleasure of the District's General Manager not to extend beyond June 30, 2023, without the approval of the District Airport Board of Directors.

All other terms and conditions of the Service Agreement, as amended herein, remain in full force and effect.

Dated: November 22, 2022

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____
Carl Engel, President

Approved as to form for District:

District Counsel

By: _____
Hugh Rafferty, Secretary

CONSULTANT:

The Widroe Group, Inc.

Thomas Widroe



November 22, 2022

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

Subject: Authorization for tuition reimbursement for one staff member

Summary

Based upon section 10.5 of the Personnel Manual I am requesting reimbursement for Carla Osborn. Ms. Osborn has completed and passed this course at Embry-Riddle Aeronautical University.

Budget

Course	Tuition	Books	Total
Mgmt. of Multicultural Workforce	\$1,395.00	\$88.99	\$1,483.99

Overall Impact

Approved 2022-2023 Budget for Education	\$21,400.00
Previously Approved for Education	\$ 5,413.00
Current Balance for Education	\$15,987.00
Amount of this Request	\$1,483.99
Balance Remaining if Approved	\$14,503.01

Recommendation

I recommend we repay Mrs. Osborn. The District will benefit as a result of additional training and these classes will assist the Operations Officer's pursuit of her bachelor's degree.

Sincerely,

A handwritten signature in blue ink, appearing to read "Veroneka Reade", is written over a light blue circular graphic.

Veroneka Reade
Manager of Finance & Administration

EMBRY-RIDDLE

Aeronautical University

Name: Osborn,Carla

ID: 2513380

Term: Worldwide 2022-09 September

Cumulative GPA: 3.942

Class	Course Title	Units	Grade
OBLD 427	Mgmt of Multicult'l Workforce	3.00	A



Carla Osborn
[REDACTED]

Account No: 2513380
Statement Print Date: 11/18/2022 12:11 PM
Statement From/To Date: 9/1/2022 To 9/30/2022

Charges				
Date Posted	Term	Item Description	Amount	Currency
09/26/2022	Worldwide 2022-10 October	WW Tuition Undergrad	1,395.00	USD
Total Charges:			1,395.00	

Payments				
Date Posted	Term	Item Description	Amount	Currency
09/12/2022	Student Financials CR	Payment by PayPath	-1,395.00	USD
Total Payments:			-1,395.00	

Refunds				
Date Posted	Term	Item Description	Amount	Currency
Total Refunds:			.00	

Financial Aid				
Date Posted	Term	Item Description	Amount	Currency
Total Financial Aid:			.00	

Net Total for Statement Date Range: .00

Charges are based on your home campus published rates. Residential and Worldwide students are only eligible for your campus specific rates regardless of modality.

Embry-Riddle will not provide refunds of tuition or fees due to suspension, modification, or cancellation of operations resulting from an act of God, strike, riot, disruption, health or safety emergency, or for any other reason beyond the control of the University.

Daytona Beach Campus:
1 Aerospace Boulevard
Daytona Beach, FL 32114
386-226-6285

Prescott Campus:
3700 Willow Creek Rd.
Prescott, AZ 86301
928-777-3726

Worldwide Campus:
Campus of Attendance
386-226-6280

From: Carla Osborn
To: [Yvonnea Reader Kerry Fentim](#)
Subject: School
Date: Friday, November 18, 2022 9:17:57 AM
Attachments: [acct_activity \(1\)Sep22.pdf](#)
[image001.png](#)
[image002.png](#)
[ER_GRD_RPTSep22.pdf](#)

Status: Fulfilled



Crisis Communications

\$85.00

COMD/460/0001 Instructor Alex Rister

Selection: Buy Digital

Digital ISBN: 9781317410409

Edition: 5th

Author: Fearn-Banks

Format: Digital

Access Code: JB93Z8GCBMMPKCES

ACCESS CONTENT →

Payment Details

Payment

Visa ending in

Billing Address

Carla Osborn



Order Summary

Subtotal (1 item)	\$85.00
Delivery	\$0.00
Digital Delivery Fee (1 item)	\$3.99
Tax	\$0.00
Total	\$88.99

Payments Applied

Visa **\$-88.99**

Final taxes will be calculated upon order fulfillment. Includes shipping tax if applicable.

Carla Osborn
Operations Officer
SMX Airport
(805) 922-1726 x 122

