Project: EMS Build-Up Facility APN: 111-231-011 (portion)

Folio No.: 004069 Agent: AH

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Agreement") is made by and between the

SANTA BARBARA COUNTY **FIRE** PROTECTION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as "COUNTY FIRE".

and

THE MALDONADO COMPANIES LLC, a California limited liability company, hereinafter

referred to as "TENANT",

and

SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California, hereinafter referred to as "DISTRICT",

with reference to the following:

WHEREAS, the Santa Maria Public Airport District ("DISRICT") is the owner of the certain real property located at 3335 Corsair Circle, Santa Maria, California 93455, identified as Santa Barbara County Assessor Parel Number 111-231-011, shown as the cross-hatched area on Exhibit A, attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the DISTRICT consented to an Assignment of Lease of a Ground Lease, including the Amendments to the Ground Lease (collectively "Ground Lease"), attached in Exhibit C, attached hereto and incorporated herein by reference, with the MALDONADO COMPANIES, LLC (hereinafter "TENANT") for use of a portion of the Property which portion of the Property is improved with and includes a two-story building with an address of 3820 S. Blosser Road, Santa Maria, CA 93455, and totaling approximately 24,290 square feet ("Building") and a parking lot; and

WHEREAS, SANTA BARBARA COUNTY FIRE DISTRICT ("COUNTY FIRE) and TENANT entered into a License Agreement ("License Agreement") on November 8, 2023 for the exclusive use of 18,262 square feet of the Building, comprising of the first-floor corporate office, hangar, parking lot, and special purpose shop rooms, as indicated by the shaded area depicted on Exhibit "B, attached hereto and incorporate herein by reference ("Premises"), for a period of sixty (60) days; and

- WHEREAS, DISTRICT desires to consent to the Sublease Agreement ("Agreement") of the Premises between TENANT and COUNTY FIRE in accordance with the terms and requirements of the Ground Lease; and
- **WHEREAS,** TENANT and COUNTY FIRE wish to enter into an Agreement for the Premises; and
- WHEREAS, TENANT and COUNTY FIRE (each "Party" and, collectively the "Parties") desire to execute this Agreement for a period of seven (7) months and (2) two weeks, terminating on August 22, 2024, with one (1) option period; and
- WHEREAS, COUNTY FIRE, in the previous License Agreement between COUNTY FIRE and TENANT, COUNTY FIRE paid a security deposit to TENANT in the amount of \$7,500.00
- **WHEREAS**, TENANT had accepted, retained and used security deposit towards payment for COUNTY FIRE use of the Premises; and
- **WHEREAS**, COUNTY FIRE, pursuant to this Agreement, is not required to pay a security deposit to the DISTRICT or the TENANT; and
- **WHEREAS**, TENANT has provided a written and signed statement, providing that the DISTRICT approves all the terms and conditions set forth in this Amendment.
- **NOW, THEREFORE,** in consideration of the promises, covenants, and conditions contained herein, the COUNTY FIRE, TENANT, and DISTRICT agree to the Agreement as follows:
- 1. <u>ADMINISTRATION AND ENFORCEMENT</u>: The provisions of this Agreement shall be administered and enforced for COUNTY FIRE by the Chief of Santa Barbara County Fire Protection District, ("Chief") or the Chief's designee.
- 2. **RIGHTS GRANTED:** TENANT hereby grants to COUNTY FIRE an exclusive right to use Premises, consisting of the first-floor corporate office, hangar, parking lot, and special purpose shops as designated on Exhibit "B" but excluding the second-floor corporate office, shipping and receiving office, and 1,500 square feet of hangar.
- 3. **PURPOSE AND USE:** COUNTY FIRE shall have restricted use of the Premises to utilize the aviation hangar and a repair shop, including the use of the offices on the first floor of the Premises and the parking lot located on a portion of the Property. COUNTY FIRE shall use the Property solely for the purpose of storing, fabricating, and build-up of new ambulances during the term of this Agreement. COUNTY FIRE shall not use Property for any other purposes without the express written consent of TENANT.

- 4. **TERM:** The entire term of this Agreement shall be for seven (7) months and two (2) weeks, ("Term") commencing on January 8, 2024, ("Commencement Date"), and terminating on August 22, 2024, with one (1) option period to extend the term on a month to month basis, commencing on August 23, 2024 and terminating on February 22, 2025. COUNTY FIRE, may exercise its option to renew by providing written notice to TENANT at least thirty (30) days prior to the expiration of the Term.
- 5. **RETROACTIVE EFFECT**: TENANT and COUNTY FIRE have executed this Agreement to be effective as of the date executed by COUNTYFIRE, but intend and agree that, to the extent permitted by law, all of the provisions of this Agreement shall be effective as of January 8, 2024, with the same force and effect as if executed on that date.
- 6. **RENT**: As consideration for this Agreement, COUNTY FIRE agrees to pay a sum of **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS** (\$15,000) per month. The rent shall provide for aforementioned Section 3. *PURPOSE AND USE*, including utilities and all other expenses for term of this Agreement. Rent payments shall commence on the first day of the lease term and shall become due and payable in advance on or before the first day of each calendar month thereafter. The rent due for any period that is less than one calendar month shall be prorated based upon a 30-day month. All payments shall be made payable to the Maldonado Companies, LLC the at the address shown in Section 23, or such other place mutually agreed to by the parties, or by electronic payment.
- The lease term without further notice or demand from TENANT. Should COUNTY FIRE fail to vacate the Premises at the end of the term of this Agreement, the tenancy shall convert to a tenancy at will on a month-to-month basis and COUNTY FIRE shall continue to be obligated to pay the base rent in effect upon expiration of the term. COUNTY FIRE shall also indemnify, defend and hold TENANT harmless for any loss, cost or liability resulting from any delay by COUNTY FIRE in surrendering the Premises, including any claims made by any succeeding COUNTY FIRE based on such delay. Such holding over shall be deemed to be without consent of TENANT, and in contravention of the terms and conditions of this Agreement unless TENANT shall have agreed in writing and signed a modification of this Agreement permitting such holding over.
- 8. <u>SITE SUITABILITY</u>: COUNTY FIRE has investigated the Premises and has determined that it is suitable for COUNTY FIRE'S intended operations and therefore, COUNTY FIRE hereby accepts, by way of executing this Agreement, the Premises in its existing condition.

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

9. <u>UTILITIES</u>: TENANT shall provide and pay the following utilities, supplies, and services: water, sewer, electricity, gas, garbage removal COUNTY FIRE shall arrange and pay for telephone and internet services for the Premises. There are no Common Area Expenses associated with this Agreement.

- MAINTENANCE AND REPAIR: TENANT shall keep, repair, operate, and maintain the Premises, Building, and Property in good order, condition, and repair, in compliance with all applicable laws, statues, and ordinances, including, without limitation, the foundation, exterior walls, structural systems floors, columns, beams, shafts, stairs, roof, gutters, flashings, downspouts, windows, doors, plate glass, any common areas, any capital repairs or improvement, and the utility facilities, systems, and lines serving the Premises, Building. and Property. COUNTY FIRE shall be responsible for making any repairs to the Premises due to its own negligence. TENANT, at its sole cost, shall be responsible for any repairs to the Premises resulting from any act or omission of TENANT, its agents, contractors, licensees, or employees. Notwithstanding anything to the contrary in this Section.
- 11. <u>ASSIGNMENT/SUBLET:</u> COUNTY FIRE shall not assign, license, or sublet the Premises or any part thereof or any right or privilege appurtenant thereto without TENANT'S and DISTRICT'S written consent, which consent shall not be unreasonably withheld. Any attempt to assign, license or sublet TENANT'S rights under this Agreement without COUNTY FIRE'S prior written consent shall be void and without legal effect.
- Property to COUNTY FIRE during the term described in Section 4 of this Agreement. TENANT and COUNTY FIRE acknowledge that any extension of the term of the Agreement pursuant to Section 4 of this Agreement shall require the consent of the DISTRICT. Notwithstanding the restriction on use described in Paragraph 7 of the Ground Lease dated March 1999, DISTRICT authorizes the use of the site by COUNTY FIRE for the purpose of storing, fabricating, and build-up of new ambulances during the term of this Agreement. COUNTY FIRE may not use the Property for any other purpose without the express written consent of the DISTRICT. This authorization by the DISTRICT applies only during the term of this Agreement and does not constitute a waiver of the restriction on use after the term of this Agreement has expired, nor does it constitute a consent to or approval of any subsequent or similar act by TENANT or COUNTY FIRE after the Agreement has expired.
- ASSUMPTION OF LEASE OBLIGATIONS: With respect to its use of the Premises under the Agreement, COUNTY FIRE does hereby accept and agrees to perform in full and be bound by all the terms, covenants, conditions, and obligations required to be performed and fulfilled by TENANT, solely as it relates to the Premises, as a tenant under the Ground Lease with DISTRICT, as of the Effective Date of the previously executed License Agreement, with the exception of those provisions relating to payment of rent which shall be governed by this Agreement and paid directly to TENANT. COUNTY FIRE acknowledges that all terms and provisions of the Ground Lease between TENANT and DISTRICT, including provisions relating to limitations on use, coverage of DISTRICT as additional insured, and indemnification of DISTRICT, will apply in full force and effect as to COUNTY FIRE with respect to COUNTY FIRE'S use of the Premises.
- 14. <u>ABANDONMENT:</u> COUNTY FIRE shall not abandon, vacate, or surrender its use of Premises at any time during the term of this Agreement. If COUNTY FIRE does abandon, vacate or surrender use of County Conduit Facilities, this Agreement and all of TENANT'S rights thereto shall, at COUNTY FIRE's option, terminate after notice and the right to cure as provided

in Section 16, <u>REMEDIES</u>. COUNTY FIRE shall memorialize such termination via letter to TENANT.

- 15. **REMOVAL OF PROPERTY:** COUNTY FIRE, at COUNTY FIRE'S own expense, will remove all items and fixtures installed by COUNTY FIRE at the end of the Term. The Premises shall be returned to TENANT in the same basic condition as at the commencement of the Term, ordinary wear and tear, damage by casualty (unless such casualty is caused by the gross negligence or wrongful act of COUNTY FIRE), and damage caused by the TENANT excepted.
- 16. **DEFAULT:** TENANT shall provide written notice to COUNTY FIRE of any default by COUNTY FIRE of its obligations and requirements under this Agreement, and COUNTY FIRE shall have thirty (30) calendar days after receipt of such notice to cure said default, provided, however, that if such default cannot be cured within said thirty (30) calendar day period, COUNTY FIRE will have such longer period as may reasonably be necessary to cure said default provided, further, that COUNTY is diligently proceeding in good faith to cure the default.
- 17. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including, but not limited to the following:
 - A. The non-defaulting party may waive the default or breach in accordance with Section 17. *WAIVER*, herein below;
 - B. The non-defaulting party may maintain this Agreement in full force and effect, and recover whatever monetary loss(es) may have resulted from such default or breach;
 - C. Where TENANT is the non-defaulting party, TENANT may terminate this Agreement and COUNTY FIRE shall vacate within forty-five (45) calendar days of written notice from TENANT.
 - D. Where COUNTY FIRE is the non-defaulting party, COUNTY FIRE may terminate this Agreement and surrender use of the Premises.
- 18. <u>WAIVER:</u> It is understood and agreed that any waiver, express or implied, of any term of this Agreement or any default or breach of this Agreement shall not be deemed to be a waiver of any continuing or subsequent default or breach of any other provision of this Agreement. Waivers of provisions of this Agreement must be in writing and signed by that party's respective designee under Section 1. <u>ADMINISTRATION AND ENFORCEMENT</u>, of this Agreement.
- 19. **DESTRUCTION:** In the event of any damage by fire, water, or any other casually affecting the Premises, COUNTY FIRE shall have the right to terminate this Agreement upon written notice to TENANT. In such event, pro-ration of License Fee and the Security Deposit paid by COUNTY FIRE to TENANT shall be refunded to COUNTY FIRE within 15 business days of such termination and delivery of possession of the Premises to TENANT.

- 20. **TERMINATION:** This Agreement shall terminate and all rights of COUNTY FIRE hereunder shall cease and COUNTY FIRE shall quietly and peacefully vacate the Premises pursuant to the following conditions:
 - A. Upon abandonment, as provided in Section 13. ABANDONMENT; or
 - B. Upon the failure of either party to satisfy, observe or perform any of the covenants or conditions set forth in this Agreement and the expiration of the cure period as provided in Section 15. <u>DEFAULT</u>; or
 - C. As provided in Section 18. <u>DESTRUCTION</u>.
 - D. Pursuant to the terms of Section 7. <u>HOLDING OVER</u>.
- 21. **SURRENDER OF FACILITIES:** Upon expiration or termination of this Agreement, COUNTY FIRE shall vacate and surrender possession of, and any claim to the Premises, leaving such facilities in good condition, except for ordinary wear and tear. COUNTY FIRE shall dispose of COUNTY FIRE'S items and fixtures as provided in Section 14, *REMOVAL OF PROPERTY*.
- 22. <u>INSURANCE:</u> From and after the date of COUNTY FIRE'S initial occupancy of the Premises and throughout the Term, COUNTY FIRE shall maintain in full force and effect a policy of commercial general liability and property damage insurance with respect to the Premises. TENANT shall provide COUNTY FIRE with the exact language for the additional insured interest(s). COUNTY FIRE'S insurance shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence TWO MILLION DOLLARS (\$2,000,000.00) accident, and in which the limit of property damage liability shall be equal to the full insurable replacement cost of the Premises. Upon request COUNTY FIRE will furnish to TENANT a copy of said endorsement.

Throughout the Term, TENANT, at its cost, shall maintain in full force and effect a policy of commercial general liability and property damage insurance with respect to the portion of the Building and Property excluded from the Premises. TENANT'S commercial general liability and property damage insurance shall be not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence TWO MILLION DOLLARS (\$2,000,000.00) aggregate and in which limit of property damage li ability shall be equal to the full insurable replacement cost of the portion of the Building and Property excluded from the Premises. The deductible amount shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00) per occurrence Throughout the Term, TENANT at its cost, also shall maintain in full force and effect a standard policy of "all risk" insurance with customary exclusions covering the Building in the full replacement cost of the Building. TENANT shall name COUNTY FIRE as an additional insured on such policies. COUNTY FIRE will provide TENANT with the exact language for the additional interest(s) Upon request, TENANT will furnish to COUNTY FIRE a copy of said endorsements.

In addition to maintaining a policy of commercial general liability and property damage insurance with respect to the Premises, COUNTY FIRE shall name DISTRICT as an additional insured on all insurance policies required under the Ground Lease.

23. <u>INDEMNIFICATION</u>: Except for any liability arising out of the willful misconduct or negligence of TENANT, its employees, agents or contractors, COUNTY FIRE covenants to indemnify TENANT, and save it harmless, from and against any claims, actions, damages, liability or expense, in connection with the loss of life, personal injury and/or damage to

property arising from or out of its negligent use of any occurrence in, upon or at the Premises, or the occupancy or the negligent use by COUNTY FIRE of the Premises or any part there of: or occasioned wholly or in part by any act or omission of COUNTY FIRE, its agents, contractors or employees. Except for any liability arising out of the willful misconduct or negligence of COUNTY FIRE, its employee, agents or contractors, TENANT covenants to indemnify COUNTY FIRE, and save it harmless, from and against any claims, actions, damages, liability or expense, in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises. Building, and Property, or the occupancy or use by TENANT of the Building or Property or any part thereof, or occasioned wholly or in part by any act or omission of TENANT, its agents, contractors or employees.

Except for any liability arising out of the willful misconduct or negligence of DISTRICT, its employees, agents or contractors, COUNTY FIRE covenants to indemnify DISTRICT, and save it harmless, from and against any claims, actions, damages, liability or expense, in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by COUNTY FIRE of the Premises or any part there of: or occasioned wholly or in part by any act or omission of COUNTY FIRE, its agents, contractors or employees. This indemnification provision shall survive any expiration or termination of this Agreement.

24. **NOTICES**: Any notice to be given to either party by the other shall be in writing and shall be served, either personally or by registered or certified mail, to the following:

If to COUNTY FIRE: Santa Barbara County Fire Protection District

4410 Cathedral Oaks Road Santa Barbara, CA 93110

Attn: Diane Sauer

e-mail: diane.sauer@sbcfire.com

Telephone: (805) 681-5500

with a copy to: County of Santa Barbara

General Services Real Property Division 1105 Santa Barbara Street, 2nd Floor

Santa Barbara, CA 93101 Attn: Real Property Manager

e-mail: realproperty@countyofsb.org

Telephone: (805) 568-3070

If to TENANT: Maldonado Companies LLC

4651 Santa Maria Mesa Road

Santa Maria, CA 93454 Attn: Abel Maldonado Jr.

e-mail: abel@runwayvineyards.com

Telephone: (805) 264-2858

If to DISTRICT: Santa Maria Airport District

3217 Terminal Drive Santa Maria, CA 93454

Attn: Kerry Fenton, Administrative Assistance

e-mail: kfenton@santamariaairport.com Telephone: (805) 922-1726, ext 114

with a copy to: Adamski Moroski Madden Cumberland & Green LLP

P.O. Box 3835

San Luis Obispo, CA 93403-3835

Attn: Daniel M. Cheung

e-mail: cheung@ammcglaw.com

Telephone: (805) 543-0990

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

- 25. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS: COUNTY FIRE shall notify TENANT immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.
- 26. **ENVIRONMENTAL IMPAIRMENT:** The parties shall comply in all material respects with all applicable laws, regulations, ordinances, guidelines, policies, directives, standards, rules and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by TENANT.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Building due to COUNTY FIRE'S use and occupancy, COUNTY FIRE shall clean all property affected to the satisfaction of TENANT and any governmental body having jurisdiction therefor. Likewise, should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Building due to TENANT'S use or activity, TENANT shall clean all property affected to the satisfaction of COUNTY FIRE and any governmental body having jurisdiction therefor.

27. <u>TOXICS</u>: The parties shall not manufacture or generate hazardous wastes on, in or around Property unless authorized by this Agreement. Each party shall be fully responsible for any hazardous wastes, substances or materials as defined under state or local law, regulation, or ordinance that are manufactured. generated, used, placed, disposed, stored, or transported by either party, its officers, agents, representatives, employees, volunteers, independent contractors or

designees on, in or around the Property during the term of this Agreement. and shall comply with and be bound by all applicable provisions of such state or local law, regulation, or ordinance dealing with such wastes, substances, or materials. In the event of any release or threatened release of any such substances or materials, the responsible party, as the case may be, shall immediately notify the other party and 'the appropriate governmental response agency(ies).

- 28. <u>COMPLIANCE WITH THE LAW:</u> The parties shall comply with all applicable laws, rules, regulations and ordinances as amended, affecting the Property now or hereafter in effect.
- 29. <u>AMENDMENTS:</u> This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.
- 30. <u>CAPTIONS</u>: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.
- 31. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 32. <u>CERTIFICATION OF SIGNATORY</u>: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY FIRE and TENANT to its terms and conditions or to carry out duties contemplated herein.
- 33. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in one or more counterparts, including scanned email or digital signatures thereafter electronically transmitted in counterparts, each of which shall be deemed an original and all of which shall be considered one and the same instrument. Electronic copies of this Agreement are acceptable as originals by all Parties.
- 34. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

This Agreement is made in multiple copies, each of which is an original hereof. This Agreement may not be altered or modified or terminated, except in writing, signed by both parties hereto. This Agreement embodies the entire understanding of the parties the subject matter hereof.

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DISTRICT, TENANT AND COUNTY FIRE SIGNATURES ON FOLLOWING PAGES

Project: Santa Maria EMS Build-Up Facility

APN: 111-231-011 (portion)

Folio No.: 004069 Agent: AH

IN WITNESS WHEREOF, DISTRICT, TENANT and COUNTY FIRE have executed and dated this Agreement by the respective authorized officers as set forth below.

"DISTRICT"

DocuSigned by:

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

By:	
Ignacio Moreno, President	
4/25/2024 11:10 AM PDT Date:	
DocuSigned by:	
By: Stew Brown ADBFAD9D7B7F407	
Steve Brown, Secretary	
Date: 4/24/2024 2:33 PM PDT	
"TENANT" THE MALDONADO COMPANIES I	LLC, a California limited liability company
By: E93F1F23960D4AA	
Abel Maldonado, Jr	
Principal	

4/22/2024 | 2:15 PM PDT

Date:

COUNTY FIRE SIGNATURES ON FOLLOWING PAGE

	Project: Santa Maria EMS Build-Up Facility APN: 111-231-011 (portion) Folio No.: 004069 Agent: AH
ATTEST MONA MIYASTO CLERK OF THE BOARD	"COUNTY FIRE" SANTA BARBARA FIRE PROTECTION DISTRICT a dependent special district of the County of Santa Barbara, a political subdivision of the State of California
By: Sheila De La Guerra Deputy Clerk	By: Steve Lavagnino Chair, Board of Supervisors
	Date:
APPROVED AS TO FORM: RACHEL VAN MULLEM COUNTY COUNSEL Docusigned by: Tyler Sprague Deputy County Counsel	APPROVED AS TO ACCOUNTING FORM: BETSY M. SCHAFFER, CPA AUDITOR-CONTROLLER Docusigned by: A99ED5BD71D04FB C. Edwin Price, Jr. Deputy Auditor-Controller
APPROVED: KIRK LAGERQUIST, DIRECTOR GENERAL SERVICES DEPARTMENT Docusigned by: Link Lagurquist By: Nirk Lagerquist, Director General Services Department	APPROVED AS TO FORM: CEO/RISK MANAGEMENT DocuSigned by: Grey Milligan By: Grey Milligan Risk Manager
RECOMMEND FOR APPROVAL: Dianu Saur By: Diane Sauer, Finance Manager Santa Barbara County Fire Protection District	APPROVED: By: 643A84E63CDE490 Mark A. Hartwig, Fire Chief Santa Barbara County Fire Protection District

EXHIBIT "A" PROPERTY

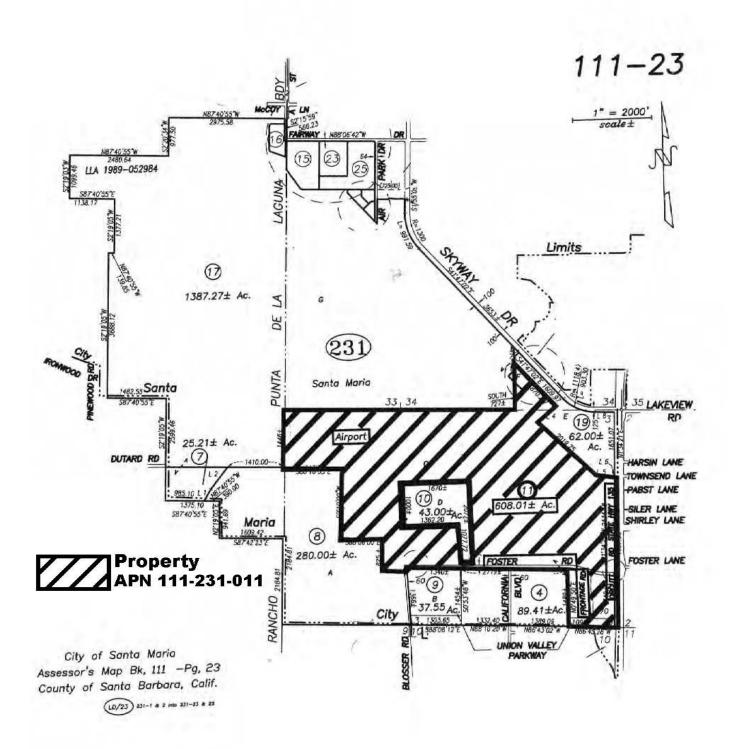


EXHIBIT "B"THE PREMISES

