

Project: San Antonio Peak PSRN
APN: 113-280-010 (Portion of)
Folio: 004084
Project Mgr: JC

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter “Lease”) is made by and between

Casmalia 1, LLC, a California limited liability company,
Casmalia 2, LLC, a California limited liability company,
Casmalia 3, LLC, a California limited liability company,
Casmalia 4, LLC, a California limited liability company,
and Casmalia Land and Cattle Company, LLC, a
California limited liability company hereinafter
collectively referenced to as “LESSOR”,

and

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

with reference to the following:

WHEREAS, LESSOR is the fee owner of that certain real property in the County of Santa Barbara, State of California, commonly known as San Antonio Peak, more particularly described as County Assessor’s Parcel Number 113–280–010, and shown as the diagonally-slashed area of Exhibit A, attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, LESSOR desires to lease to COUNTY and COUNTY desires to lease from LESSOR a portion of the Property an approximately 4,200 square foot area of land and existing improvements for the sole purpose of maintaining Public Safety Radio Network Communication Site, identified as A1 SITE PLAN, shown as the dashed outlined area of Exhibit B, attached hereto and incorporate herein by reference (“Premises”); and

WHEREAS, LESSOR and COUNTY entered into a Temporary License Agreement (“License”) on June 10, 2024 for access on a portion of the Property to perform improvement planning, preparation and repairs on the Premises on or before the execution of this Lease by the COUNTY; and

WHEREAS, WHEREAS, LESSOR and COUNTY (each a “Party” and, collectively, the “Parties”) wish to enter into a Lease for the Premises, as provided herein below.

NOW, THEREFORE, in consideration of the promises, covenants, conditions and agreements contained herein, the LESSOR and COUNTY agree to the LEASE as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Lease shall be administered and enforced for COUNTY by the Chief of Santa Barbara County Information Technology Department, (“CIO”) or the CIO’s designee.

2. **DESCRIPTION OF PREMISES**: LESSOR here by leases to the COUNTY, on the terms and condition hereinafter set forth, the improvements located on the portion of the Property more particularly the Premises of an approximately 4,200 square foot area of land and existing improvements including the construction of a pre-fabricated equipment structure of approximately 300 square feet for communication equipment and other appurtenances, (“Facilities”), for operating and maintaining a public safety radio network communication system, identified as A2 PARTIAL ENLARGED SITE PLAN, depicted on Exhibit C; together with a twenty-four (24) hours a day seven (7) days a week non-exclusive easement for ingress and egress and the maintenance of electrical service as the same now exists or as reasonably necessary to allow the COUNTY and its subtenants access to the Premises.

3. **TERM**: The initial term of this Lease shall be for a period of twenty (20) years, (“Term”) commencing on September 1, 2024, (“Commencement Date”), and terminating on August 31, 2044, subject to such provisions for extension and termination as contained herein.

4. **RENT**: COUNTY shall pay to LESSOR as the monthly rent without deduction, set off, prior notice, or initial demand, except as otherwise provided in this Lease, the sum of Five Thousand Dollars and No Cents Dollars (\$5,000.00) per month, (“Rental Payment”) and Rental Payment shall be increased two percent (2%) annually thereafter for each year of the Term with the first increase occurring September 1, 2025.

Rental Payment shall be payable in advance on the first day of each month, without deduction, offset or abatement except as provided for in Sections 11 and 19, below. All rental payments shall be sent to LESSOR as provided in Section 18, **NOTICES**, or as otherwise notified by LESSOR to COUNTY in writing within sixty (60) calendar days of Rental Payment being due.

5. **OPTION TO EXTEND LEASE**: COUNTY shall have the option to extend the initial term of this Lease, subject to all the provisions contained in this Lease. COUNTY shall, at its option, have the right to two (2), five (5) year successive extensions or renewals of this Lease, to be exercised separately, each such extension to be for a period of five (5) years and to be on the same covenants, terms, and conditions as those of this Lease. COUNTY shall give LESSOR not less than ninety (90) calendar days advance written notice in accordance with Section 18, **NOTICES**, below, of COUNTY’S intention to extend this Lease prior to its expiration or prior to the expiration of any extended term of period with the exception of the last extension period.

6. **COUNTY’S EXCLUSIVE USE**: The Premises are leased to the COUNTY for the sole purpose of public safety and emergency communications and non-commercial use of the Premises. Located within the Premises is an existing communications facility, including structures,

equipment, a communication tower and power facilities and other auxiliary communications equipment ("Existing Improvements"). The COUNTY shall use the Premises and Existing Improvements for all reasonable uses associated therewith, and it is specifically hereby agreed that notwithstanding the foregoing, the COUNTY'S use of the Premises shall be further limited to those uses as allowed under current zoning regulations for the real property upon which the Premises are located. COUNTY shall not use or permit the Premises or any part thereof to be used for any purpose other than the purposes stated herein or otherwise approved in writing by the LESSOR. COUNTY acknowledges and agrees that LESSOR has made no representations to the COUNTY, nor is the COUNTY relying upon any representations made by LESSOR with respect to the suitability of the Premises or the Existing Improvements for purposes of the COUNTY'S intended uses.

LESSOR shall not lease any portions of the Premises in any way which interferes with the transmission of signals by COUNTY or other tenants. Such interference shall be deemed a material breach by LESSOR, and LESSOR must terminate said interference immediately, or COUNTY shall retain the right to terminate this Lease, following thirty (30) calendar days written notice directed to LESSOR.

7. **TAXES:** LESSOR will pay all real property taxes, insurance, and any assessments levied or assessed on the land and improvements thereon of which the Premises are a part. The COUNTY shall be responsible for any personal property taxes associated with any COUNTY installations or equipment located at the Premises.

8. **UTILITIES:** COUNTY shall pay for all utilities utilized by the COUNTY at the Premises and other services supplied to and used or otherwise consumed on the Premises. COUNTY is solely responsible for securing actual utility service as to any and all utilities available or deemed necessary by the COUNTY at the Premises and for the costs of installing, maintaining, and repairing the facilities required for such services. COUNTY shall maintain the existing COUNTY owned backup generator and liquid propane gas tank.

9. **GROUNDS AND COMMON AREA MAINTENANCE:** COUNTY shall maintain all grounds and trees within the Premises, including adjacent tree trimming as necessary. COUNTY shall retain the right to install fencing at the Premises.

10. **ENVIRONMENTAL MATTERS COVENANTS REGARDING HAZARDOUS MATERIALS:** COUNTY shall at all times and in all respects comply with all federal, state and local laws, ordinances, and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal and transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under such laws, ordinance, or regulations (collectively, "Hazardous Materials").

LESSOR and COUNTY shall further indemnify, defend, protect, and hold each other free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

A. The presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Lessor's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises, or

B. Lessor's or County's failure to comply with any Hazardous Materials Law. Lessor's and County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the term of this lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of Lessor or County, or by employees, agents, assignees, contractors or subcontractors of Lessor or others acting for or on behalf of Lessor or County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessor or County.

11. MAINTENANCE, IMPROVEMENTS, and SURRENDER of the PREMISES:

A. Inspection: Upon Commencement of the Term, and by taking possession of the Premises, COUNTY agrees to accept the Premises "as-is". COUNTY will maintain all equipment and structures on the Premises.

B. COUNTY'S Maintenance: COUNTY, at COUNTY'S sole cost and expense shall maintain in good condition all portions of the Premises, and all improvements at the Premises which are not the responsibility of another of LESSOR'S Tenants, and shall keep the exterior and interior portions of the Premises clean and in good condition and repair. COUNTY, at COUNTY'S sole cost and expense shall at all times during the term of this Lease, maintain all portions of the Premises, including by way of explanation and not limitation, the interior and exterior walls, flooring, ceilings and all utilities and service systems, (which includes by way of further example and not limitation, the heating, air conditioning, electrical and plumbing systems, if any). COUNTY shall be responsible for all COUNTY personal property, and shall repair all damage or breakage to glass, whether interior or exterior. COUNTY shall further be liable for any damage to the Premises resulting from the acts or omissions of COUNTY or its authorized representatives, employees, invitees and contractors.

C. Alterations: COUNTY may make structural alterations to the Premises, with LESSOR'S prior written consent, which consent shall not be unreasonably withheld. COUNTY may, at COUNTY'S expense, remodel the interior of the Premises and make nonstructural alterations thereto, but shall give LESSOR fifteen (15) calendar days prior written notice. At any time during the continuance of this Lease, COUNTY may add structures or improvements to the Premises without LESSOR'S consent provided such structures or improvements are in compliance with FCC regulations and Santa Barbara County building and planning requirements. COUNTY must restore the Premises, at lease surrender, to as near the condition as is practicable, pursuant to the License dated June 24, 2024, between the LESSOR/OWNER and COUNTY, unless otherwise agreed by LESSOR. Subject to the foregoing, COUNTY 'S improvements, alterations, and all existing structures on the Premises shall be considered the sole and exclusive property of the LESSOR upon the expiration or termination of this Lease.

D. Surrender: Upon expiration or termination of this Lease, COUNTY shall surrender the Premises to LESSOR, property, equipment, trade fixtures, or inventory remaining on the Premises for more than thirty (30) calendar days after the expiration or sooner termination of the Lease term shall, at LESSOR'S option, automatically become LESSOR'S property. Alternatively, LESSOR may remove and dispose of all such property upon fifteen (15) business days advanced written notice to COUNTY, at COUNTY'S expense, and COUNTY shall reimburse LESSOR for the costs thereof, upon LESSOR'S written demand for the same.

12. **COMPLIANCE WITH LAW:** COUNTY shall, at COUNTY'S sole cost and expense, comply with the requirements of all Municipal, County, State, FCC Regulations and Federal authorities now in force, or which may hereafter be enacted, or are otherwise imposed upon and/or pertaining to COUNTY'S use of the Premises.

13. **REASONABLE INSPECTION AND NOTICES:** LESSOR shall have the right to enter the Premises at all times in order to address an emergency, and otherwise at all reasonable times for any reasonable purpose under this Lease.

14. **INDEMNIFICATION:** Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, volunteers and agents (the "Indemnitee") against any and all claims, damages, costs, liabilities, and expense, including attorney's fees, arising from or attributable to the Indemnifying Party's negligent acts or omissions and intentional misconduct in connection with this Lease which is brought against an Indemnitee in connection with the activities, related services or the Indemnifying Party's breach of its responsibilities under this Lease.

15. **INSURANCE:** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of such Party's responsibilities pursuant to this Lease.

Minimum Scope of Insurance for both Parties to the Lease.

Coverage shall be at least as broad as:

A. **Commercial General Liability (CGL).** Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.

B. **Automobile Liability.** Insurance covering any auto with policy limits no less than \$2,000,000 per accident for bodily injury and property damage.

C. **Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty.

If LESSOR maintains higher limits than the minimums shown above, COUNTY shall be entitled to coverage for the higher limits maintained by LESSOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

16. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** LESSOR and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by LESSOR or COUNTY, as the case may be, to their respective property, the Premises, its contents, or to other portions of the Property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either LESSOR or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by LESSOR will not be invalidated thereby.

17. **ASSIGNMENT, TRANSFER and SUBLEASE:** COUNTY may assign and sublease all or a portion of the premises for non-commercial use to government agencies or other local public agencies only, such as the County of San Luis Obispo, without LESSOR'S consent. LESSOR'S execution of the Lease shall constitute LESSOR'S approval of any prior, current or future sublease with the County of San Luis Obispo, and any renewal or extension thereof which does not otherwise conflict with the terms of this Lease (collectively, the "Preapproved Sublease"). The agreements herein made shall apply to, bind and inure to the benefit of the successors and assigns of LESSOR, and the successors and permitted assigns of COUNTY.

18. **NOTICES:** Any notices, demands, or communication, under or in connection with this Lease may be served upon COUNTY or LESSOR by personal service, or by mailing by certified mail in the United States Post Office, postage prepaid, and directed to the following:

If to COUNTY: Santa Barbara County Information Technology Dept
105 E. Anapamu Street, Ste. 304
Santa Barbara, CA 93101
Attn: Chief Information Officer
e-mail: PSRNsites@countyofsb.org
Telephone: (805) 568-2650

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 LESSOR: Tompkins Ranch
2401 Professional Parkway
Santa Maria, CA 93455
Attn: Nick Tompkins
e-mail: nick@nktcommercial.com
Telephone: (805) 541-9004

or at such other place as LESSOR may, from time to time, designate in writing. When any notice is deposited in the United States Mail, first class postage prepaid, and directed to the address herein provided for, it shall be deemed delivered for all purposes hereunder on the next immediately following day.

19. WAIVER OF BREACH: No waiver by LESSOR of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by COUNTY of the same or any other provision. LESSOR'S consent to or approval of any act shall not be deemed to render unnecessary the obtaining of LESSOR'S consent to or approval of any subsequent act by COUNTY. The acceptance of rent hereunder by LESSOR shall not be a waiver of any preceding breach by COUNTY of any provisions hereof, other than the failure of COUNTY to pay the particular rent so accepted, regardless of LESSOR'S knowledge of such preceding breach at the time of acceptance of such rent.

20. DEFAULT: Except as otherwise specified herein, should either Party at any time be in default hereunder with respect to any material covenant contained herein, the non-defaulting Party shall give notice to the defaulting Party specifying the particulars of the default and whether such default is capable of cure, and, if such default is capable of cure, the actions required by the defaulting Party to cure such default ("Default Notice"). Upon receipt of such notice, if such default is capable of cure, the defaulting Party shall promptly commence and diligently pursue remedial action to cure such default in accordance with such Default Notice. Should such default continue uncured for a period of twenty-one (21) calendar days from the date of such Default Notice, then the non-defaulting Party may terminate this Lease. In the event that such curable default would reasonably take more than twenty-one (21) calendar days to cure, the defaulting Party may request, in writing delivered to the non-defaulting Party prior to the expiration of such 21-day cure period, an extension of the time to cure such default, which request the non-defaulting Party may grant, subject to additional conditions specified by the non-defaulting Party in its response to such request, or deny, in the non-defaulting Party's sole discretion. Following notification to Lessee by LESSOR, rent defaults shall take no more than twenty-one (21) calendar days to cure.

21. NONDISCRIMINATION: LESSOR and COUNTY in their respective operations to be conducted pursuant to the provisions of this Lease, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or COUNTY ordinance

Noncompliance with provisions of this Section shall constitute a material breach of this Lease in which event, in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Lease and the interest hereby created without liability therefore.

22. NONAPPROPRIATION: LESSOR understands that monies payable to LESSOR by COUNTY as Rent are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of COUNTY. COUNTY shall have the right to terminate this Lease upon four (4) months' written notice to LESSOR in the event that such curtailment, reduction, or cancellation occurs, or in the event of non-appropriation of funds, and thereafter the liability of the Parties hereunder for further

performance under the terms of this Lease, except as otherwise set forth herein, shall thereupon cease; provided, however, that no Party shall be relieved of such Party's duty to perform its obligations hereunder which accrued prior to the date of such termination.

23. TERMINATION: This Lease may terminate, and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to LESSOR possession and interest in the Premises, and upon such delivery, shall be relieved of all future liability:

- a) At the expiration of the term as provided in Section 3, TERM; or
- b) Upon discrimination by LESSOR in violation of Section 21, NONDISCRIMINATION, and COUNTY's exercise of its right to terminate; or
- c) Upon non-appropriation of funds as provided in Section 22, NONAPPROPRIATION;
- d) Upon the total or partial destruction or damage of the Premises, as provided in Section 25, DESTRUCTION OF THE PREMISE and as provided in Section 26, CONDEMNATION.

24. HOLDING OVER: If COUNTY remains in possession of the Premises with written consent of LESSOR after the expiration of the Term, and without executing a new lease agreement, then such holding over shall be construed as a month-to-month tenancy, subject to all the conditions, provisions and obligations of this Lease, insofar as the same are applicable to a month-to-month tenancy, except rent, which shall be increased under such circumstances by no greater than 3% annually .

25. DESTRUCTION OF THE PREMISES: If the Premises are totally destroyed or rendered unusable for the COUNTY's purposes by fire or any other cause, this Lease, at the option of COUNTY, shall terminate

If a loss or casualty renders any portion of the Premises unusable, COUNTY may choose to remain in possession of the Premises, or may terminate this Lease by written notice to LESSOR. Should COUNTY choose to remain in possession of the Premises, LESSOR shall promptly repair ingress and egress, provided in Section 2, DESCRIPTION OF PREMISES, to the Premises within fourteen (14) calendar days of the casualty.

In the event of any partial destruction of the Premises, the Rent provided in this Lease shall be reduced by the same percentage that usable Premises has been reduced until the destroyed or unusable portion is rebuilt to its condition prior to the casualty, provided COUNTY diligently pursues such construction to completion.

26. CONDEMNATION: If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or a quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the leased Premises is taken by the Condemner or the date COUNTY is required to vacate the Premises in order to continue its business operations with minimum interruption; whichever is earlier. Compensation and damages awarded for such total taking shall belong to LESSOR, except that COUNTY shall be entitled to receive any award for the taking of or damage to COUNTY'S equipment, fixtures, or any improvements made by COUNTY to the leased Premises for which COUNTY would have had, but for the condemnation, the right to

remove on expiration or sooner termination of this Lease. Further, COUNTY shall be entitled to that portion of the award granted for disruption to business, business relocation costs, and similar awards to offset COUNTY'S Lease with appropriate offsets on rents.

In the event that there shall be partial taking of the leased Premises during the Lease term under the power of eminent domain, this Lease shall terminate as to the portion of the leased Premises so taken on the date when actual physical possession of said portion is taken by the Condemner, but this Lease shall, at COUNTY'S option, continue in force and effect as to the remainder of the leased Premises, provided however, that the rent payable by COUNTY for the balance of the term where COUNTY elects to continue this Lease shall be abated in the proportion that the square footage of the leased Premises taken bears to the total square footage of the leased Premises at the time of such taking. In the event of such partial taking, compensation and damages for such partial taking shall belong to LESSOR, except that COUNTY shall be entitled to receive any award for the taking of, or damage to, COUNTY'S equipment, fixtures, and any improvements made by COUNTY to the leased Premises which COUNTY would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease, and, in the event that this Lease is continued as to the portion of the leased Premises not taken in a suitable condition for the continuance of COUNTY'S tenancy. Further, COUNTY shall be entitled to that portion of the award granted for disruption to business, business relocation costs, and similar awards to offset COUNTY'S Lease with appropriate offsets on rents.

27. SUBORDINATION and ESTOPPEL CERTIFICATE: LESSOR hereby reserves the right to transfer, sell, place liens on, encumber, mortgage, or convey by deed of trust the Premises or any part thereof, and in such event, this Lease and the Leasehold interest hereby created shall, at LESSOR'S option, be subject and subordinate thereto and to any renewals, extensions, or replacements thereof. COUNTY agrees to and shall, upon written request of LESSOR to do so, or as otherwise requested or required by LESSOR, execute, acknowledge, and deliver to LESSOR or to the recipient designated by LESSOR, any and all documents required or reasonably requested to subordinate COUNTY'S rights under and interest in this Lease to any such lien, encumbrance, mortgage, or deed of trust. COUNTY'S agreement to subordinate is expressly conditioned upon COUNTY being provided with continued right to quiet enjoyment of the Premises for the remainder of the term of the Lease and to the exercise of the other rights granted COUNTY under this Lease without disturbance, interference or reduction, notwithstanding any foreclosure or other action, so long as COUNTY is not in default under this Lease, under the terms of an agreement approved and acceptable to the holder of the lien, encumbrance, mortgage or deed of trust.

COUNTY shall also, at any time during the term of this Lease, upon not less than fifteen (15) business days prior written notice from LESSOR, execute, acknowledge, and deliver to LESSOR, or any designated agent or recipient, a statement in writing, 1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and, 2) acknowledging that there are not to COUNTY'S knowledge, any uncured defaults on the part of LESSOR hereunder, or otherwise specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

28. **CAPTIONS:** The title on headings to the sections of this Lease are not a part of this Lease, and shall have no effect upon the construction or interpretation of any part hereof.

29. **EXECUTION IN COUNTERPARTS:** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by the signatories to this Lease, all with the same force and effect as though the same counterpart had been executed by all of the signatories.

30. **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

31. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize electronically transmitted documents which include electronically generated signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing the electronic signatures name and title are provided directly below the electronic signature

In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission.

32. **CERTIFICATION OF SIGNATORY:** The signatories of this Lease and each of them represent and warrant that they are authorized to execute this Lease and that no additional signatures are required to bind COUNTY and LESSOR to its terms and conditions or to carry out duties contemplated herein.

33. **ENTIRE LEASE:** This constitutes the entire Lease between the LESSOR and COUNTY with respect to the subject matter hereof and supersedes all prior leases, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly referenced in this Lease.

This Lease, including all exhibits and attachments hereto, constitutes the entire Lease between the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein.

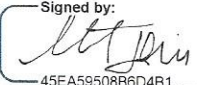
34. **TERMINATION COUNTY OF SAN LUIS OBISPO LEASEHOLD:** This Lease is expressly contingent upon the termination of the existing Ground Lease Agreement between the LESSOR and the County of San Luis Obispo for a portion of the Premises, pursuant to the Termination Agreement attached hereto as Exhibit "D" (the "Termination Agreement") This Lease shall be of no force or effect until the Termination Agreement has been fully executed by the County of San Luis Obispo and LESSOR and delivered to the LESSOR at the address set forth in Section 18, **NOTICES**, of this Lease.

Project: San Antonio Peak PSRN
APN: 113-280-010 (Portion of)
Folio: 004084
Project Mgr: JC

IN WITNESS WHEREOF, LESSOR and COUNTY have executed and this Lease by the respective authorized officers as set forth below.

“LESSOR”

CASMALIA 1 LLC,
a California limited liability company

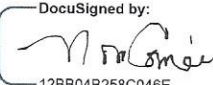
Signed by:

By: 45FA59508B6D4B1
Mary T. Lewis, Manager

CASMALIA 2 LLC,
a California limited liability company

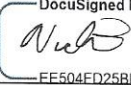
Signed by:

By: 8C1CA9BDD1CC4D7
Elizabeth T. Bilich, Manager

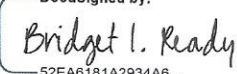
CASMALIA 3 LLC,
a California limited liability company

DocuSigned by:

By: 12BB04B258C046F
Nora T. Comée, Manager

CASMALIA 4 LLC,
a California limited liability company

DocuSigned by:

By: FE504FD25BDF4DC
Nicholas Tompkins, Manager

CASMALIA LAND AND CATTLE COMPANY, LLC
a California limited liability company

DocuSigned by:

By: 52EA6181A2934A6
Bridget L. Ready, Manager

Project: San Antonio Peak PSRN
APN: 113-280-010 (Portion of)
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“COUNTY”
COUNTY OF SANTA BARBARA, a political
subdivision of the State of California

ATTEST
MONA MIYASATO
CLERK OF THE BOARD

By: Sheila De La Guerra
Sheila De La Guerra
Deputy Clerk

By: Steve Lavagnino
Steve Lavagnino
Chair, Board of Supervisors

Date: 10-8-24

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Tyler Sprague
Tyler Sprague
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: C. Edwin Price, Jr.
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED AS TO CONTENT:
GENERAL SERVICES

DocuSigned by:
By: Kirk Lagerquist
Kirk Lagerquist
Director

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

Signed by:
By: Greg Milligan
Greg Milligan
Risk Manager

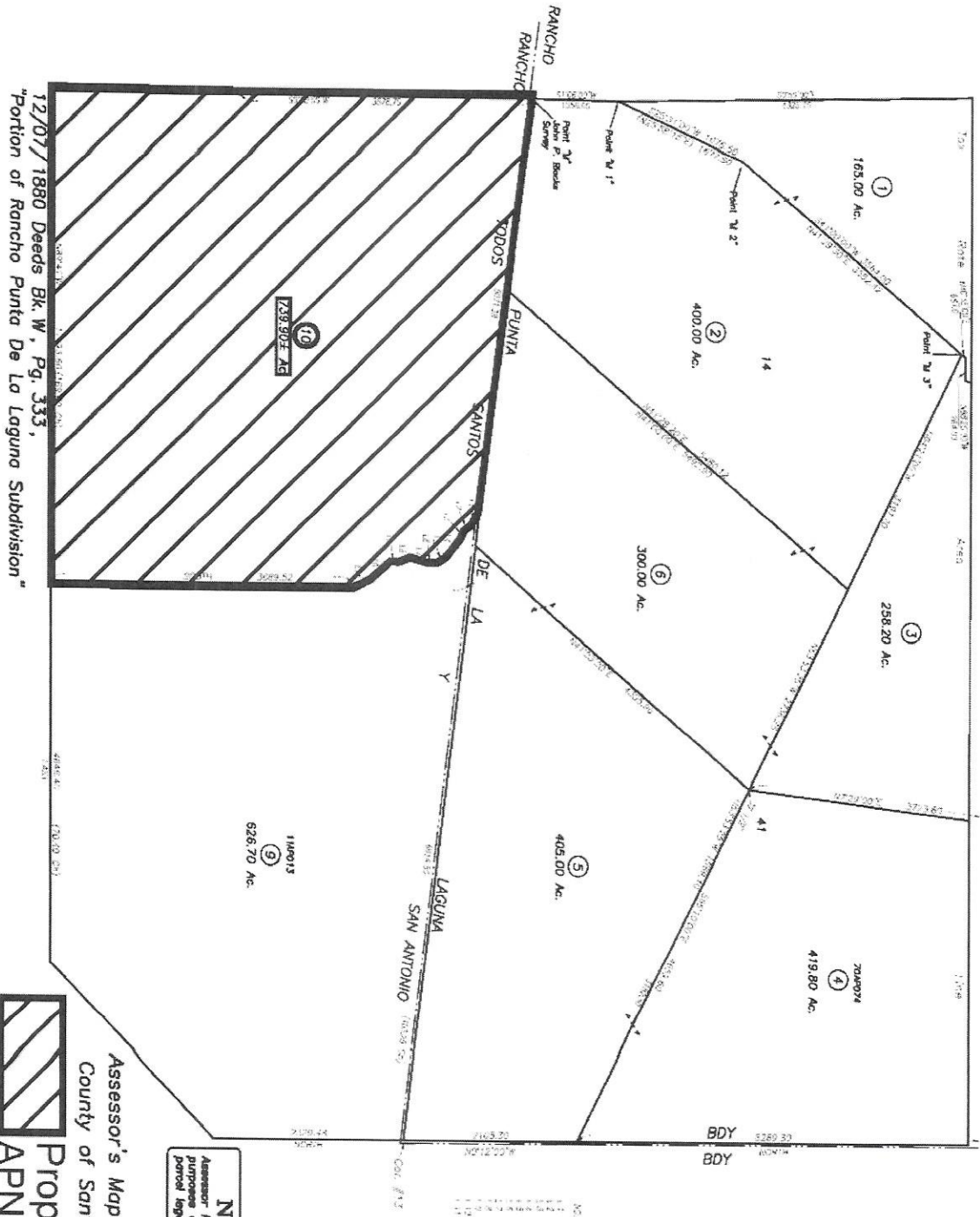
RECOMMEND FOR APPROVAL:
INFORMATION TECHNOLOGY

Signed by:
By: Rodrick Bolden
Rodrick Bolden
Network and Communications Manager

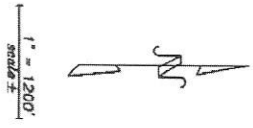
APPROVED:
INFORMATION TECHNOLOGY

DocuSigned by:
By: Chris Chirgwin
Chris Chirgwin
Chief Information Officer

EXHIBIT A
 "Property"
 Assessor's Parcel Number 113-280-010



113-28



| AC | FRONT | DEPTH | AREA |
|-----|--------|---------|----------|
| 1.0 | 100.00 | 165.00 | 16500.00 |
| 2.0 | 200.00 | 2000.00 | 40000.00 |
| 3.0 | 150.00 | 1721.33 | 25820.00 |
| 4.0 | 200.00 | 2099.00 | 41980.00 |
| 5.0 | 200.00 | 2025.00 | 40500.00 |
| 6.0 | 150.00 | 2000.00 | 30000.00 |
| 7.0 | 200.00 | 3143.50 | 62870.00 |
| 8.0 | 200.00 | 3143.50 | 62870.00 |
| 9.0 | 200.00 | 3143.50 | 62870.00 |

NOTICE
 Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 113-Pg, 28
 County of Santa Barbara, Calif.
Property
 APN 113-280-010

EXHIBIT B

"Premises"



EXHIBIT D
" Termination Agreement "

LEASE TERMINATION AGREEMENT

This Agreement ("**Agreement**") is entered into effective _____, 2024 ("**Effective Date**"), by and between the County of San Luis Obispo ("**Tenant**") and Casmalia 1, LLC, a California limited liability company, Casmalia 2, LLC, a California limited liability company, Casmalia 3, LLC, a California limited liability company, Casmalia 4, LLC, a California limited liability company, and Casmalia Land and Cattle Company, LLC, a California limited liability company (hereinafter collectively referenced to as "**Landlord**"). Tenant and Landlord will sometimes be collectively referred to within this Agreement as the "Parties".

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. On or about November 1, 2019 Landlord and Tenant entered into a written lease agreement and guarantee (collectively, the "**Lease**") for an approximately 2,025 square foot area of land and improvements in the area of the County of Santa Barbara located on San Antonio Peak, which is part of a larger 514.4-acre parcel of land owned by Lessor having an Assessor Parcel Number of 113-280-010 ("**Premises**").

B. The term of the Lease was originally scheduled to expire October 31, 2024 as further described in the Lease. Landlord and, Tenant have agreed to an early termination of the lease which shall be effective _____ ("**Termination Date**"), subject to the terms and condition set forth in this Agreement.

C. Landlord and Tenant desire to enter into this Agreement for the purpose of agreeing to terminate the Lease; establishing their relative rights, duties and obligations under the Lease up through and including the Termination Date; and establishing their relative rights, duties and obligations following the termination of the Lease.

D. Unless otherwise defined herein, Capitalized terms shall have the meaning ascribed to such terms in the Lease.

NOW, THEREFORE, the Parties hereby acknowledge and agree as follows:

1. **RETURN OF POSSESSION OF PREMISES:** Tenant shall surrender and return possession of the Premises to Landlord for the benefit of the County of San Luis Obispo¹ on or prior to _____ in the same condition as exists as of the date of this Agreement (a "Timely Surrender").
2. **LEASE TERMINATION:** Landlord and Tenant each acknowledge and agree that the Lease and all of the Parties' right, title and interest under the Lease and any estate created thereby shall be deemed terminated effective _____.
3. **OPTION TO EXTEND THE LEASE:** Notwithstanding Paragraph 4 of the Lease, Tenant acknowledges and agrees that Tenant's option to extend the original term of the Lease is effectively terminated under this agreement, and that prior written notice(s) by Tenant to effect an exercise of such option shall be of no further force or effect whatsoever.
4. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, estates and personal representatives of the Parties.
5. **ENTIRE AGREEMENT:** This Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained within this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements.
6. **MODIFICATIONS:** This Agreement shall not be amended or modified except in a writing signed by each of the Parties affected by such amendment or modification.
7. **ATTORNEYS' FEES:** If any Party takes any steps to enforce or interpret this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.
8. **NEGOTIATED TRANSACTIONS:** The drafting and negotiation of this Agreement has been participated in by each of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.
9. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one Agreement. Fax signatures shall have the same force and effect as original signatures.

¹ As the County of San Luis Obispo has agreed to rent the Premises and other property from the Landlord, and has further agreed to allow Tenant to continue to occupy the Premises under a separate agreement between the Tenant and the County of San Luis Obispo.

10. **SUCCESSORS:** This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

11. **AUTHORITY:** Any person executing this Agreement on behalf of a corporation, partnership or limited liability company warrants that he or she has been duly authorized by such entity or estate to execute this Agreement on its behalf pursuant to duly adopted resolutions, order or the court or some other document or agreement empowering him or her to do so.

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

COUNTY of SAN LUIS OBISPO

Clerk of the Board of Supervisors

By: _____
Chairperson of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

LANDLORD
Casmalia 1, LLC, a California limited liability company, Casmalia 2, LLC, a California limited liability company, Casmalia 3, LLC, a California limited liability company, Casmalia 4, LLC, a California limited liability company, and Casmalia Land and Cattle Company, LLC, a California limited liability company

By _____
Nick Tompkins, Trustee

Date: _____