

**COMPENSATION AGREEMENT PURSUANT TO HEALTH AND
SAFETY CODE SECTION 34180(f) FOR TRANSFER OF
AL'S UNION PROPERTY FOR FUTURE DEVELOPMENT ACTIVITY**

This Agreement, dated for reference purposes only as of January 14, 2025, is entered into by and among the following public agencies (all of which are sometimes referred to individually as a **"Party"** and collectively as the **"Parties"**):

City of Guadalupe (**"City"**);
County of Santa Barbara (**"County"**);
Santa Maria Public Airport District (**"Airport District"**);
Guadalupe Cemetery District (**"Cemetery District"**);
Cachuma Resource Conservation District (**"Resource Conservation District"**);
Santa Maria Valley Water Conservation District (**"Water Conservation District"**);
Guadalupe Union School District (**"Guadalupe USD"**);
Santa Maria Joint Union High School District (**"Santa Maria JUHSD"**);
Allan Hancock Community College District (**"Allan Hancock CCD"**);
Santa Barbara County Education Office (**"Office of Education"**);
Santa Barbara County Flood Control and Water Conservation District
(**"Flood Control District"**);
Santa Barbara County Fire Protection District (**"SBCFPD"**); and
Santa Barbara County Water Agency (**"Water Agency"**).

The Parties to this Agreement (other than the City) are sometimes referred to individually as a **"Taxing Entity"** and collectively as the **"Taxing Entities."**

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to Assembly Bill xl 26, effective February 1, 2012, the Redevelopment Agency of the City of Guadalupe (**"Redevelopment Agency"**) was dissolved, and pursuant to Health and Safety Code Section 34173, the City serves as the successor agency to the dissolved Redevelopment Agency (the **"Successor Agency"**).

C. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared a Long-Range Property Management Plan (**"LRPMP"**) that addresses disposition of the real property formerly owned by the Redevelopment Agency.

D. On February 26, 2015, the LRPMP was approved by OB Resolution No. 2015-02 of the Oversight Board to the Successor Agency (the **"Oversight Board"**).

E. On September 4, 2015, the State Department of Finance (**"DOF"**) approved the LRPMP.

F. The Successor Agency owns a portion of the former Al's Union Site located at 995 Guadalupe Street, APN 115-071-001 (the **"Property"**). The LRPMP stated that the Property will be sold to a third party upon completion of remediation. The Successor Agency engaged in ongoing remediation of the Property, and after the remediation process was completed, received a letter dated June 30, 2022, from the Santa Barbara County Public Health Department providing a certification of completion of remedial action.

G. Because the Successor Agency desires to file a **"Last & Final ROPS"** (LFROPS) as soon as practicable, and the Successor Agency prefers to avoid the uncertain timing of locating a buyer to purchase the Property and negotiating a sale thereof, it sought and received approval from both the Successor Agency board and the Oversight Board to transfer the Property to the City for future development (a disposition not authorized for the Property by the LRPMP). The Successor Agency approved the transfer of the Property to the City for future development on November 28, 2023, and the Countywide Oversight Board approved the Successor Agency's action on January 17, 2024.

H. The Dissolution Law permits the Property to be conveyed by the Successor to the City for future redevelopment activities consistent with the Redevelopment Plan, and requires that such conveyance to the City shall occur upon the full execution of a compensation agreement (the **"Compensation Agreement"**) between the City and the affected taxing entities (as listed in this Compensation Agreement, the **"Taxing Entities"**) for the distribution of net funds received, if any, from the sale of the Property.

I. The City and the Taxing Entities desire to enter into this Agreement to provide for the distribution of net proceeds upon (i) the interim use of the Property, if any, and (ii) the sale of the Property to a third party developer for future development.

J. The Parties further desire to enter into this Agreement to provide for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) for Transfer of Al's Union Property For Future Development Activity, as may be amended from time to time.

(b) "Applicable Fiscal Year" means each Fiscal Year of the City in which the City receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Properties, as more fully described in Section 7.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "Auditor-Controller" means the Santa Barbara County Auditor-Controller.

(e) “City” means the City of Guadalupe.

(f) “DDA” means, with respect to the Property, the disposition and development agreement between the City and a Developer for that Property.

(g) “Developer” means, with respect to the Property, the developer to which the City disposes of that Property pursuant to a DDA.

(h) “Disposition Proceeds” means, with respect to each Property, the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to the DDA, less the sum of the City’s actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City’s actual, reasonable costs for normal maintenance, management and insurance of the applicable Property from the date the Property was transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(2) the City’s actual costs of any rehabilitation, improvement to alleviate blight, and capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Property is transferred by the Successor Agency to the City to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(3) the City’s actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA for the applicable Property to prepare the Property for disposition;

(4) the City’s actual, reasonable costs to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the Property; plus

(5) any broker’s commissions payable by the City pursuant to the DDA for the Property.

(i) “Disposition Proceeds Receipt Date” means, with respect to each Property, the date on which the City receives the proceeds from the disposition of that Property to the Developer pursuant to the DDA.

(j) “Disposition Proceeds Statement” means, with respect to each Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 5(b).

(k) “DOF” means the California Department of Finance.

(l) “Effective Date” has the meaning given in Section 2.

(m) “ERAF” means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(n) “Fiscal Year” means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(o) “Former RDA” means the Redevelopment Agency of the City of Guadalupe.

(p) “Interim Municipal Use” means an interim use by the City of the Property, such as for community space, landscape features, parking lots available for community events, and other similar uses.

(q) “Interim Municipal Use Annual Operating Proceeds” means, for each Applicable Fiscal Year, the gross revenue actually received by the City from Interim Municipal Use of the Property, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.

(r) “LRPMP” means the Long-Range Property Management Plan of the Successor Agency.

(s) “Operating Proceeds Statement” means, with respect to each Applicable Fiscal Year, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 7(c).

(t) “Oversight Board” means the Successor Agency’s oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(u) “Parties” means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. “Party” means one of the Parties individually.

(v) “Property” means a vacant 0.42-acre commercial parcel located at 995 Guadalupe Street at the corner of Guadalupe Street and 10th Street in the City of Guadalupe (APN 115-071-001), known as the “Al’s Union Site.”

(w) “Redevelopment Dissolution Statutes” means collectively ABx1 26 enacted in June 2011, as amended to date.

(x) “Redevelopment Plan” means the Redevelopment Plan for the Guadalupe Redevelopment Project adopted by the City Council of the City by Ordinance No. 85-263 on December 19, 1985.

(y) “Successor Agency” means the Successor Agency to the Guadalupe Redevelopment Agency.

(z) “Taxing Entities” means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes:

City of Guadalupe (“**City**”);
 County of Santa Barbara (“**County**”);
 Santa Maria Public Airport District (“**Airport District**”);
 Guadalupe Cemetery District (“**Cemetery District**”);
 Cachuma Resource Conservation District (“**Resource Conservation District**”);
 Santa Maria Valley Water Conservation District (“**Water Conservation District**”);
 Guadalupe Union School District (“**Guadalupe USD**”);
 Santa Maria Joint Union High School District (“**Santa Maria JUHSD**”);
 Allan Hancock Community College District (“**Allan Hancock CCD**”);
 Santa Barbara County Education Office (“**Office of Education**”);
 Santa Barbara County Flood Control and Water Conservation District
 (“**Flood Control District**”);
 Santa Barbara County Fire Protection District (“**SBCFPD**”); and
 Santa Barbara County Water Agency (“**Water Agency**”).

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the City and direction by the City Council to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the “City Action”). This Agreement was approved by the City Council as required hereby on January 14, 2025.

(b) Approval by the Oversight Board of the LRPMP for transfer of the Properties to the City for future development. The LRPMP was approved by the Oversight Board on February 26, 2015.

(c) Notification to DOF of the Oversight Board action and approval by DOF of the Oversight Board action approving the LRPMP. DOF notified the Oversight Board and Successor Agency of its approval of the LRPMP by letter dated September 4, 2015.

(d) Approval by the Successor Agency and the Oversight Board of the transfer of the Property to the City for future development, notwithstanding the LRPMP. The Successor Agency approved the transfer on November 28, 2023, the Countywide Oversight Board approved the transfer on January 17, 2024, and the Department of Finance issued a letter dated February 21, 2024, acknowledging receipt of the Countywide Oversight Board action. In a subsequent phone conversation, DOF stated that its approval was not required provided the Countywide Oversight Board’s approval had been obtained.

(e) Signature of this Agreement by each of the parties hereto.

Promptly following the execution of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the “Effective Date”).

Once effective, the terms and conditions of this Agreement shall apply to the date the Property is transferred to the City by the Successor Agency.

Section 3. Signatories With Respect To Certain Funds.

(a) **City.** The City of Guadalupe administers the following funds, and in addition to entering into this Agreement for the City itself, the City is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0640 City of Guadalupe (12.8351938% of 22-23 Tax Base)
- Fund #0680 Guadalupe Lighting (3.8440946% of 22-23 Tax Base)

(b) **County.** The County administers the following fund, and in addition to entering into this Agreement for the County itself, the County is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #0001 General (15.9892704% of 22-23 Tax Base)

(c) **SBCFPD.** The SBCFPD administers the following special district and fund, and in addition to entering into this Agreement for the SBCFPD itself, the SBCFPD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #2280 Fire Protection District (0% of 22-23 Tax Base)

(d) **Flood Control District.** The Flood Control District administers the following special district, zones and funds, and in addition to entering into this Agreement for the Flood Control District itself, the Flood Control District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #2400 Flood Ctr/Water Conservation District (0.2155233% of 22-23 Tax Base)
- Fund #2460 Guadalupe Flood Zone Number 3 (0.8584783% of 22-23 Tax Base)
- Fund #2570 SM River Levee Maintenance Zone (0.1234373% of 22-23 Tax Base)

(e) **Water Agency.** The Water Agency administers the following special district and fund, and in addition to entering into this Agreement for the Water Agency itself, the Water Agency is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3050 Water Agency (0.2684557% of 22-23 Tax Base)

(f) **Airport District.** The Airport District administers the following special district and fund, and in addition to entering into this Agreement for the Airport District itself, the Airport District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3210 Santa Maria Public Airport Dst (0.9576147% of 22-23 Tax Base)

(g) **Cemetery District.** The Cemetery District administers the following special district and fund, and in addition to entering into this Agreement for the Cemetery District itself, the Cemetery District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #3280 Guadalupe Cemetery District (1.9151936% of 22-23 Tax Base)

(h) **Resource Conservation District.** The Resource Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Resource Conservation District itself, the Resource Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #4500 Cachuma Resource Cons Dist (0.0022189% of 22-23 Tax Base)

(i) **Water Conservation District.** The Water Conservation District administers the following special district and fund, and in addition to entering into this Agreement for the Water Conservation District itself, the Water Conservation District is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #5700 SM Vly Wtr Cons -General (0.3784720% of 22-23 Tax Base)

(j) **Guadalupe USD.** Guadalupe USD administers the following special district and fund, and in addition to entering into this Agreement for Guadalupe USD itself, Guadalupe USD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #6901 Guadalupe Union Sch Dist-Gen. (28.4494279% of 22-23 Tax Base)

(k) **Santa Maria JUHSD.** Santa Maria JUHSD administers the following special district and fund, and in addition to entering into this Agreement for Santa Maria JUHSD itself, Santa Maria JUHSD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #8301 SMJH District-General (15.3884393% of 22-23 Tax Base)

(l) **Allan Hancock CCD.** Allan Hancock CCD administers the following special district and fund, and in addition to entering into this Agreement for Allan Hancock CCD itself, Allan Hancock CCD is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9410 Allan Hancock CC District-Gen (4.0807335% of 22-23 Tax Base)

(m) **Office of Education.** The Office of Education (i.e., the office of the Santa Barbara County Superintendent of Schools) administers the following funds and in addition to entering into this Agreement for the Office of Education itself, the Office of Education is authorized to, and has entered into and executed this Agreement on behalf of the following:

- Fund #9801 County School Service (2.7683393% of 22-23 Tax Base)
- Fund #9802 Education Revenue Augmentation (ERAF) (11.9251073% of 22-23 Tax Base)

Section 4. **Conveyance of Property To City.** In consideration for the distributions to the Taxing Entities by the City through the Auditor-Controller set forth in Section 6 (updated as to percentages for the year in which the distribution occurs), the Successor Agency will convey, and the City will accept, all of the interest in and to the Property (subject to the special provisions regarding the conveyance of the Property, if any).

Section 5. **Disposition of Property By City.** Within a time frame determined by the City to yield a financially feasible and marketable development, the City shall use diligent good faith efforts to select a Developer for the Property or negotiate and obtain approval and execution of the DDA for the Property, and dispose of the Property to the Developer in accordance with the applicable DDA. City shall obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of each Property in accordance with the Redevelopment Plan. As required by Government Code Section 52201, the purchase price payable to the City for the Property under the applicable DDA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use, or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

By not later than the date of first published notice of the City Council public hearing for the applicable DDA (the "DDA Public Hearing Notice"), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA.

Upon the execution of the DDA for the Property, the City shall transmit a copy of the executed DDA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to the Property, the City shall remit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the “Applicable Shares”), as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor- Controller a statement prepared in accordance with sound accounting practice that provides the City’s calculation of the Disposition Proceeds (the “Disposition Proceeds Statement”). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor- Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7. Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which the Property is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the City (each, an “Applicable Fiscal Year”), if any. Nothing in this Agreement shall obligate the City to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Property.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the City shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit A shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made for the fiscal 2022-23 year, as provided by the Auditor-Controller.

(c) Governmental, Public and Community Uses Permitted. The City may use the Property for any interim use permitted by applicable laws, and may permit the Taxing Entities to use the Property without charge. The City shall have no obligation to permit the Taxing Entities to use the Property for fee-generating uses, use by for-profit third parties, political or campaign-related uses, or any other use not related to the governmental purposes of the Taxing Entities. The City may permit fundraising uses supporting the governmental purposes of the Taxing Entities or the community in the City’s sole and absolute discretion.

(d) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement: Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon (i) the earlier to occur of twenty-five (25) years from the date set forth above, or (ii) the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement, the City may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses DOF's directive regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f)(1) (an "Early Termination"). An Early Termination shall become effective five (5) days after the City delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of any Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the City was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the City shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the City prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Rights of the City. The Parties acknowledge and agree that, pursuant to applicable law, the City is entitled to receive fee title to the Property from the Successor Agency at no cost, at any time (as determined by the City and the Successor Agency), subject only to this Agreement. Except for the right to receive Disposition Proceeds (if any) pursuant to Section 6 and the right to receive Interim Municipal Use Annual Operating Proceeds (if any) pursuant to Section 7, the Parties hereby expressly acknowledge and agree as follows:

(b) The Taxing Entities (other than the City) shall have no right, title or interest in or to the Property, and

(c) The Taxing Entities (other than the City), shall have no consent or approval rights with respect to the use of the Property or any part thereof, the development of

the Property, the sale, conveyance, or transfer of the Property or any part thereof, any encumbrance of any portion of the Property, or any other matters relating to the Property during or following the Term hereof, except to the extent such Taxing Entities have regulatory authority with respect to such matters pursuant to applicable laws, and

(d) The Taxing Entities shall have no right to receive any payment or other compensation in connection with a sale of the Property by the City, including any percentage or portion of the proceeds of such sale, except for such Taxing Entity's share of Disposition Proceeds as set forth in Section 6. In this regard, the Parties acknowledge and agree that the City may (but is not required to) spend money to improve the Property in connection with any Interim Municipal Use and that such improvements, or other circumstances or market conditions, may increase the value of the Property. Such improvement costs, if any, may be deducted by the City in calculating Disposition Proceeds or Interim Municipal Use Annual Operating Proceeds, as applicable.

(e) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party at the address set forth on that Party's signature page. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section.

(f) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(g) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement and shall be responsible for its own legal fees and costs.

(h) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Santa Barbara County, California or in the Federal District Court for the Central District of California.

(i) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees and costs.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties, except as otherwise provided below.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing

the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(l) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(m) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(n) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(o) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Taxing Entities Applicable Shares of Property Taxes

(p) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(q) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Administrator or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Administrator determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the opening paragraph of this Agreement.

[signature pages S-1 through S-13 follow]

IN WITNESS WHEREOF, the City has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

CITY OF GUADALUPE, a municipal corporation

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

City Attorney

Address for Notices:

City of Guadalupe
918 Obispo Street
PO Box 918
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The County has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Laura Capps, Chair
Board of Supervisors

Date _____

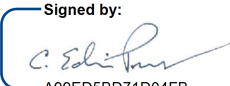
APPROVED AS TO FORM:

**APPROVED AS TO ACCOUNTING
FORM:**

Rachel Van Mullem
County Counsel

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

Signed by:
By:  _____
A87566BC50FE4D0...

Signed by:
By:  _____
A99ED5BD71D04FB...
Deputy

Address for Notices:
105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Airport District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA PUBLIC AIRPORT
DISTRICT**

By: _____

Name: _____

Title: President

Attest by: _____
Secretary

Approved as to form:

District Counsel

Address for Notices:

Santa Maria Public Airport District
[insert address for notices]

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Cemetery District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

GUADALUPE CEMETERY DISTRICT

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Deputy District Counsel

Address for Notices:

Guadalupe Cemetery District
4655 West Main Street
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Resource Conservation District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**CACHUMA RESOURCE CONSERVATION
DISTRICT**

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Cachuma Resource Conservation District
920 East Stowell Rd.
Santa Maria, CA 93454

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Water Conservation District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA VALLEY WATER
CONSERVATION DISTRICT**

By: _____

Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

Santa Maria Valley Water Conservation District
P.O. Box 364
Santa Maria, CA 93458

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Guadalupe USD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

GUADALUPE UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: Superintendent

Attest by: _____
Chief Business Official

Address for Notices:

Guadalupe Union School District
P.O. Box 788
Guadalupe, CA 93434

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Santa Maria JUHSD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA MARIA JOINT UNION HIGH
SCHOOL DISTRICT**

By: _____

Name: _____

Title: _____

Address for Notices:

Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Allan Hancock CCD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**ALLAN HANCOCK COMMUNITY
COLLEGE DISTRICT**

By: _____

Name: _____

Title: _____

Address for Notices:

Allan Hancock Community College District
Attn: Associate Superintendent/Vice President, Finance
800 S. College Drive
Santa Maria, CA 93454

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Office of Education has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

**SANTA BARBARA COUNTY EDUCATION
OFFICE**

By: _____

Name: _____

Title: County Superintendent of Schools

Address for Notices:

Santa Barbara Education Office
4400 Cathedral Oaks Rd.
P.O. Box 6307
Santa Barbara, CA 93160-6307

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Flood Control District has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors
Date _____

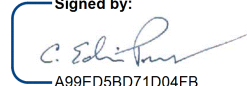
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
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**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA, CPFO
Auditor-Controller

By:  _____
A99ED5BD71D04FB
Deputy

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The SBCFPD has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

**SANTA BARBARA COUNTY FIRE
PROTECTION DISTRICT**

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors
Date _____

APPROVED AS TO FORM:

**APPROVED AS TO ACCOUNTING
FORM:**

Rachel Van Mullem
County Counsel

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

Signed by:
By: Anne Kierson
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Signed by:
By: C. Schaffer
A99ED5BD71D04EB...
Deputy

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

SIGNATURES CONTINUE ON FOLLOWING PAGES

The Water Agency has executed this Compensation Agreement by its authorized representative, as indicated below, on behalf of the entities and funds set forth in Section 3 of this Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

**SANTA BARBARA COUNTY
WATER AGENCY:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA, CPFO,
Auditor-Controller

Signed by:
By: Anne Kierson
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Signed by:
By: C. Schaffer
A99ED58D71D04FB...
Deputy

Address for Notices:

105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

EXHIBIT A

ILLUSTRATIVE TAXING ENTITIES APPLICABLE SHARES OF PROPERTY TAXES

Below is the allocation percentages for FY 22-23 for proceeds of a sale of an asset:

| | | Calculate TRA Allocation Ratios 34188 | |
|---|-------------------------------------|---|----------------|
| | | A | B = A / Σ A |
| 1 | Fund Taxing Agency | Property Tax Increment Dollars from TRAs within RDA Boundaries FY 22-23 | Ratio % |
| 2 | 0001 General | 446,761 | 15.9892704% |
| 3 | 0640 City of Guadalupe | 358,632 | 12.8351938% |
| 4 | 0680 Guadalupe Lighting | 107,409 | 3.8440946% |
| 5 | 0685 Guadalupe Redevelopment Agency | | |
| 6 | 2280 Fire Protection Dist | 0 | 0.0000000% |
| 7 | 2400 Flood Ctrl/Wtr Cons Dst Mt | 6,022 | 0.2155233% |
| 8 | 2460 Guadalupe Flood Zone Number 3 | 23,987 | 0.8584783% |
| 9 | 2570 SM River Levee Maint Zone | 3,449 | 0.1234373% |
| 0 | 3050 Water Agency | 7,501 | 0.2684557% |
| 1 | 3210 Santa Maria Public Airport Dst | 26,757 | 0.9576147% |
| 2 | 3280 Guadalupe Cemetery District | 53,513 | 1.9151936% |
| 3 | 4500 Cachuma Resource Cons Dist | 62 | 0.0022189% |
| 4 | 5700 SM Vly Wtr Cons - General | 10,575 | 0.3784720% |
| 5 | 6901 Guadalupe Union Sch Dist-Gen | 794,914 | 28.4494279% |
| 6 | 8301 SMJH District-General | 429,973 | 15.3884393% |
| 7 | 9410 Allan Hancock CC Dist-Gen | 114,021 | 4.0807335% |
| 8 | 9801 County School Service | 77,351 | 2.7683393% |
| 9 | 9802 Education Revenue Augmentation | 333,203 | 11.9251073% |
| 0 | | 2,794,130 | 1.0000000% |