

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**”) is entered into this__day of_, 2023 (“**Effective Date**”), by and between CITY OF LOMPOC, a California municipal corporation (“**Landlord**”), and the COUNTY OF SANTA BARBARA, a California governmental entity (“**Tenant**”).

RECITALS

A. Landlord is the owner of certain unimproved land located at 118 South G Street in City of Lompoc (“**City**”), County of Santa Barbara, California, and more particularly described in attached Exhibit A (APN 085-163-018) (“**Real Property**”).

B. Landlord intends to improve the Property by installing a three (3) bedroom, two (2) bathroom structure with a paved ambulance parking area along with certain additional improvements to facilitate the use of the improved Property for housing an ambulance service for 24 hours a day, 7 days a week.

C. On the terms and conditions in this Lease, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, the Property.

LEASE PROVISIONS

In consideration of the covenants and agreements contained herein, and incorporating the foregoing recitals and all exhibits hereto, Landlord and Tenant hereby agree as follows:

1.1. Leased Premises. Pursuant to the terms of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord, the Leased Premises. The Leased Premises shall consist of (a) the Real Property and (b) the Landlord Improvements as defined on Exhibit B attached hereto (“**Landlord Improvements**”) to be installed and constructed on the Real Property by Landlord within six (6) months of the Effective Date. The Real Property and the Landlord Improvements are collectively referred to as the “**Leased Premises.**” A preliminary site plan of the Leased Premises and a depiction of the footprint of the Landlord Improvements to be constructed on the Property are attached hereto as Exhibit B-1. All Landlord Improvements shall at all times remain owned by Landlord.

2. Term.

2.1. Lease Term. The Lease term shall be three (3) full years from the Effective Date (“**Term**”).

2.2. Memorandum of Lease. The parties shall execute and acknowledge the Memorandum of Lease in the form of Exhibit C and record same in the Official Records of Santa Barbara County.

3. Rent.

3.1. Base Rent. Commencing on the Rent Commencement Date (as defined in Section 3.3) and continuing on the first (1st) day of each month thereafter during the Term, Tenant shall pay

to Landlord the sum of two thousand six hundred fifty dollars and zero cents (\$2,650.00) per month subject to annual adjustments as set forth in Section 3.2 ("**Base Rent**"). Tenant shall deliver the Base Rent to Landlord at the address provided in Section 3.3. All payments of Base Rent are due and payable on the 1st day of each month commencing on the Rent Commencement Date without offset, grace, notice, or deduction. If the Rent Commencement Date is not on the 1st day of the month, the Base Rent shall be prorated. All monetary obligations of Tenant under this Lease (including, without limitation, Base Rent) are deemed to be "**rent**" or "**Rent.**" Rent for any period during the Term which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of that month.

3.2. Annual Increases of Base Rent. The monthly Base Rent will be increased on each anniversary of the Rent Commencement Date (commencing on the first anniversary of the Rent Commencement Date) by three percent (3%).

3.3. Rent Commencement Date. The "**Rent Commencement Date**" shall be the first to occur of (a) the date Tenant takes occupancy of the Leased Premises, or (b) the date which is five (5) calendar days following Substantial Completion of Landlord's Work (as defined in **Exhibit B**).

3.4. Charges for Late Payment. Tenant acknowledges that the late payment of Base Rent or any other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment of Base Rent, or any other sum due to Landlord under this Lease is not paid within ten (10) business days after the due date, a late charge equal to five percent (5%) of the overdue amount shall also be due and payable with the delinquent payment. The late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of Tenant's late payment. Landlord's acceptance of late charges or any portion of the overdue payment will not constitute a waiver of Tenant's default with respect to the overdue payment or prevent Landlord from exercising any of its other rights and remedies under this Lease, at law or equity.

3.5. Interest. Any amount payable to Landlord pursuant to this Lease, other than late charges, that is not received by Landlord within thirty (30) days following the date on which it was due will bear interest starting on the thirty-first (31st) day after it was due. The interest rate shall be ten percent (10%) per annum ("**Interest**"), but will not exceed the maximum rate allowed by law. Interest is payable in addition to the late charge in Section 3.4 but shall not accrue on the late charge.

3.6. Security Deposit. Tenant has not provided a security deposit under this Lease.

4. Utilities. Tenant shall contract directly for and thereafter promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon.

5. Required Use; Continuous Operations Covenant.

5.1. Required Use. Tenant must use the Leased Premises solely to house employees and park an ambulance related to ambulance services ("**Required Use**") and no other purposes without the prior written consent of Landlord which may be provided or refused in Landlord's sole discretion. Tenant may not allow any person to occupy the Leased Premises who is not an employee of the County involved with providing ambulance services.

5.2. Continuous Operations Covenant. During the Terms, Tenant shall continuously use the Leased Premises for the Required Use which shall be 24 hours a day, 7 days a week.

5.3. Prohibited Uses. Tenant shall not use the Leased Premises for any purpose, or engage in or permit any activity within or from the Leased Premises except as provided in Section

5.1. Tenant shall not conduct or permit any public or private nuisance in, on, or from the Leased Premises, or permit any waste on the Leased Premises. Tenant shall not engage in any activities that involve the discharge or storage of Hazardous Materials (as defined in Section 25). Tenant shall not conduct any business on the Leased Premises in violation of the terms of this Lease, any applicable laws or existing matters or record title.

5.4. Prohibited Items. Tenant shall not transport or permit to be transported to or from the Leased Premises any Controlled Substance (as defined in 21 U.S.C. §802), cannabis (in any form) or any Hazardous Materials. In addition, Tenant shall not possess, or permit any person or entity to possess, at the Leased Premises any substance regulated under any state or federal Law ("**Regulated Substances**"). The foregoing shall not prohibit any Regulated Substances which are necessary and normally used by an ambulance service but any and all such Regulated Substances shall be maintained in a secure manner.

5.5. Permits and Licenses. Tenant shall obtain, comply with, and keep in force at all times, at Tenant's sole cost and expense, any and all required governmental licenses, approvals and permits needed for the proper and lawful conduct of Tenant's use of the Leased Premises (collectively, "**Permits**"). Tenant shall provide copies of all Permits to Landlord within ten (10) days after Landlord's written request.

5.6. Compliance with Laws. Tenant shall comply with all laws and any existing conditions. Landlord is not responsible for any changes in federal, state, county, Landlord, or local regulations that may require Tenant to modify, change, or upgrade its operations at the Leased Premises. Tenant shall conduct its operations at the Leased Premises in a careful and skillful manner in compliance with all applicable laws.

5.7. Site Entitlement and CEQA Compliance. The Landlord Improvements (as defined in Section 1.1) shall only be constructed on the Leased Premises after Landlord has secured all necessary entitlements, permits, approvals and clearances (collectively, "**Entitlements**") required for construction or installation of the Landlord Improvements. To the extent that any Entitlements require compliance with the requirements of the California Environmental Quality Act ("**CEQA**"), Landlord shall bear all responsibility for satisfying the requirements of CEQA. The total amount of the Entitlements costs paid by Landlord shall be provided to Tenant ("**Total Entitlement Costs**"). In the event of a Default by Tenant, Tenant shall be obligated to reimburse the Total Entitlement Costs to Landlord.

6. Tenant Improvements.

6.1. Tenant Improvements. Tenant shall, at Tenant's sole cost and expense, promptly install such tenant improvements attached to the Leased Premises ("**Tenant Improvements**") and such personal property in order for the Leased Premises to be used for the Required Use.

6.2. No Landlord Obligations. Other than the Landlord Improvements, Landlord has no obligation to make any other improvements or provide any personal property to the Leased Premises.

6.3. Signage. Tenant shall have the right to place a sign identifying the Leased Premises as the location of the County's ambulance service provided that, prior to erecting any such signage, Tenant

has (i) obtained all required sign permits from the local governing authority, and (ii) the form and content of the sign has been approved by Landlord.

6.4. Ownership. Upon completion of construction of the Tenant Improvements, Tenant shall be deemed to own the Tenant Improvements constructed on the Leased Premises. Any movable personal property not attached to the Leased Premises shall remain the property of Tenant. If this Lease expires or terminates for any other reason, upon surrender of the Leased Premises, Tenant shall remove any Tenant Improvements at its sole cost and expense prior to the expiration or termination of the Lease. Tenant, at its sole expense, shall repair any and all damage caused by the removal of Tenant Improvements and return the Leased Premises to its original condition.

7. Entry and Inspection. Landlord and its authorized representatives may, after notice that is reasonable under the circumstances, at all reasonable times during normal business hours and at any time without notice in an urgent situation, enter upon the Leased Premises for the purposes of (a) inspecting the same, confirming that Tenant is complying with its obligations under this Lease, and protecting the interest therein of Landlord, (b) posting notices of non-responsibility, and (c) performing sampling and other activities with respect to stormwater and wastewater monitoring, all without abatement of Rent to Tenant for any loss of occupancy or quiet enjoyment of the Leased Premises, or damage, injury or inconvenience resulting from such actions. Landlord may also enter on or pass through the Leased Premises at such times as are required by circumstances of emergency. If Tenant is not personally present to open the Leased Premises when such an emergency entry by Landlord occurs, Landlord may enter by means of a master key or security code, which Tenant shall provide Landlord immediately after installation of any locked gate or door at the Leased Premises, without liability to Tenant except for any failure to exercise reasonable due care for the Leased Premises. Landlord's actions authorized under this section will not constitute an actual or constructive eviction or relieve Tenant of any obligation with respect to making any repair, replacement, or improvement or complying with all Laws. Landlord shall promptly notify Tenant of any emergency entrance of the Leased Premises and provide details of any actions taken by Landlord.

8. Liens and Encumbrances. Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Leased Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Landlord may record, at its election, notices of non-responsibility pursuant to California Civil Code Section 8444 in connection with any work performed by Tenant. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Leased Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Leased Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Leased Premises and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within the thirty (30) day period. Without limiting any other rights or remedies of Landlord, if Tenant fails for any reason to cause a lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof, then Landlord may take such action(s) as it deems necessary to cause the discharge of the same (including, without limitation, by paying any amount demanded by the person or entity who has filed or recorded such lien or encumbrance, regardless of whether the same is in dispute), and Landlord shall be reimbursed by Tenant for all actual costs and expenses

incurred by Landlord in connection therewith within five (5) business days following written demand therefor.

9. Maintenance and Security.

9.1. Tenant's Obligations. Tenant, at its sole cost and expense, shall, to the reasonable satisfaction of Landlord, maintain in good order, condition, and repair, and free and clear of rubbish, litter, and graffiti (a) every part of the Leased Premises, (b) all equipment, piping, utility lines and systems including, without limitation, the sewer laterals to their point of connection in the street, (c) Tenant Improvements and personal property located in or on the Leased Premises, and (d) the non-utility-owned portions of the potable water, gas, and sewer pipelines from the mains in the street to the Leased Premises. Tenant shall repair, at its sole cost, any damage to the Leased Premises (or any part thereof) caused in whole or in part by the negligence, act or omission of Tenant or Tenant's agents, representatives, contractors, subcontractors, employees, guests, licensees, or invitees. Tenant expressly waives and releases its right to make repairs at Landlord's expense under Sections 1932(1) and 1942 of the California Civil Code, as amended, or under any other Laws. Further, Tenant shall be solely responsible for the management of all stormwater and runoff at or originating from the Leased Premises or Tenant's activities conducted thereon and for any related permitting and compliance with all applicable laws. Tenant shall not conduct any activities on the Leased Premises that have the potential to contribute, or that actually contribute, pollutants to the storm drain system. Tenant shall comply with all applicable Wastewater Ordinances, as amended, and obtain an Industrial Wastewater Discharge permit (or any other governmental approvals) specific to its activities at the Leased Premises.

9.2. Landlord's Obligations. Landlord shall have no obligation to maintain, repair, or replace any aspect of the Leased Premises, including, without limitation, Tenant Improvements located thereon unless caused by the gross negligence or willful misconduct of Landlord or any of its employees, contractors, tenants, officers or invitees. The parties intend that this Lease shall govern the respective obligations of the parties as to maintenance and repair of the Leased Premises.

9.3. Security. Other than normal police services available to the community, Landlord has no obligation to provide special security for the Leased Premises. Tenant shall have the right to perform or otherwise contract for security services for the Leased Premises. Landlord makes no representations or warranties, expressed or implied, regarding the security of the Leased Premises, and Landlord shall not be responsible or liable for any damages to any Tenant Improvement at the Leased Premises.

10. Real and Personal Property Taxes. As both Landlord and Tenant are governmental agencies, they are exempt from both real or personal property taxes.

11. Insurance. Tenant, at its sole cost and expense, shall maintain the following insurance: (1) commercial general liability insurance applicable to the Leased Premises and its appurtenances providing a minimum combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000); (2) special form property insurance covering the full replacement cost of all Tenant Improvements and improvements installed or placed in the Leased Premises by Tenant with a deductible not to exceed One Hundred Thousand Dollars (\$100,000) per occurrence (unless otherwise agreed in writing by Landlord); (3) workers' compensation insurance as required by the State of California and employer's liability insurance including disease coverage of not less than One Million Dollars (\$1,000,000) per occurrence; and (4) business automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence insuring Tenant against liability arising out of the ownership, maintenance or use of any owned, hired or non-owned automobiles, trucks, chassis or containers. Such policies shall remain in effect throughout the full Term of this Lease, and Tenant shall provide insurance

coverage through insurers that have at least an "A" policyholders rating and an "X" financial rating in accordance with the current A.M. Best Key Rating Guide. All policies must be primary coverage without contribution of any other insurance carrier or on behalf of Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). All liability insurance policies shall name Tenant as the named insured. Tenant shall ensure that Landlord and other designees of Landlord are named as additional insureds. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include (a) a waiver of subrogation endorsement and (b) coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. If the general liability insurance contains a general aggregate limit, it shall apply separately to the Leased Premises. The limits and types of insurance maintained by Tenant shall not limit Tenant's liability under this Lease. Tenant shall provide Landlord with true, correct, and complete copies of certificates of such insurance and, if requested, copies of the policies (including copies of all required endorsements) as required under this Lease prior to the Effective Date, and thereafter upon renewals at least ten (10) days prior to the expiration of the insurance coverage. Acceptance by Landlord of delivery of any certificates of insurance does not constitute approval or agreement by Landlord that the insurance requirements of this section have been met, and failure of Landlord to identify a deficiency from evidence provided will not be construed as a waiver of Tenant's obligation to maintain such insurance. In the event any of the insurance policies required to be carried by Tenant under this Lease are cancelled prior to the expiration date of such policy, or if Tenant receives notice of any cancellation of such insurance policies from the insurer prior to the expiration date of such policy, Tenant shall (a) immediately deliver notice to Landlord that such insurance has been, or is to be, cancelled, (b) shall promptly replace such insurance policy in order to assure no lapse of coverage occurs, and (c) shall deliver to Landlord a certificate of insurance (including copies of all required endorsements) for such replacement policy. The insurance required to be maintained by Tenant hereunder are only Landlord's minimum insurance requirements, and Tenant agrees and understands that such insurance requirements may not be sufficient to fully meet Tenant's insurance needs. From time to time, Landlord may change and or add additional requirements under this Section.

12. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord and its respective successors assigns, partners, directors, officers, employees, agents, lenders, attorneys and affiliates (collectively, "**Indemnified Parties**" or individually "**Indemnified Party**") from and against all claims, liabilities, losses, injuries, causes of action, suits, damages, fees, costs and expenses (including reasonable attorney fees) (collectively, "**Claims**") which arise from or relate to the negligence or any act or omission of Tenant or its employees, agents, contractors, subcontractors, licensees, guests, or invitees, a Default by Tenant under this Lease or Tenant's occupancy or use of the Leased Premises (or any part thereof). The foregoing indemnity shall not apply in the event any Claim arises solely from Landlord's gross negligence or willful misconduct. In the event any action or proceeding is brought against an Indemnified Party, by reason of any of the foregoing matters, Tenant shall, upon written notice from the Indemnified Party, defend the Indemnified Party, at Tenant's sole expense, by counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party need not have first paid any such claim in order to be defended or indemnified. All indemnities in favor of Landlord under this Lease survive the expiration or termination of the Lease.

13. Default. A "**Default**" is defined as the occurrence of one or more of the following events and the failure of Tenant to cure such Default within any applicable grace period specified below:

- (i) Tenant's failure to pay rent within five (5) days after notice of non-payment received from Landlord.
- (ii) Tenant fails to continuously operate the Leased Premises for the Required Use.

- (iii) Tenant abandons the Leased Premises.
- (iv) Tenant's failure to comply with or to perform any other term, covenant, condition or rule under this Lease within thirty (30) days following receipt of written notice from Landlord; provided, however, that if due to the nature of such breach, cure is not reasonably possible within such thirty (30) day period, Tenant shall not be deemed in breach if cure is commenced within the initial thirty (30) day period and diligently pursued to completion provided however, in no event shall Tenant's cure period exceed sixty (60) days.
- (v) Tenant's failure to provide insurance in accordance with Section 11.
- (vi) In case of or in anticipation of bankruptcy, insolvency, or financial difficulties: The making by Tenant of any general assignment for the benefit of creditors; a case is commenced by or against Tenant under Chapter 9 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against Tenant, the same is not dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or Tenant's convening of a meeting of its creditors or any class of its creditors for the purpose of affecting a moratorium upon or composition of its debts.

Any notice required to be given by Landlord under this Section 12 shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

13. Rights and Remedies. Upon the occurrence of any Default on the part of Tenant, Landlord shall have the following rights and remedies, in addition to those allowed by law or in equity, any one or more of which may be exercised or not exercised without precluding Landlord from exercising any other remedy provided in this Lease or otherwise allowed by law or in equity:

(a) Termination. Landlord may terminate this Lease and all rights of Tenant under this Lease by giving written notice of termination to Tenant. In the event that Landlord elects to terminate this Lease, Landlord may recover from Tenant:

(i) Damages permitted by California Civil Code Sec. 1951.2(a), including the worth at the time of award of the unpaid rent which had been earned at the time of termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the cost of recovering possession of the Leased Premises, expenses of reletting (including necessary repair, renovation, and alteration of the Leased Premises), brokers' fees incurred, reasonable attorneys' fees, the Total Entitlement Costs, the Total Improvement Costs and any other reasonable fees and costs; and

(ii) At Landlord's election, such other sums in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. The "worth at the time of award"

of the amounts due prior to and after the date of award will be computed by allowing interest at the rate of the highest rate permitted by Law from the date such amounts accrued to Landlord. The worth at the time of award of amounts due after the date of award will be computed by discounting those amounts at 1% above the discount rate of the Federal Reserve Bank of San Francisco at the time of award.

(iii) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and, if permitted under applicable Law, Landlord shall have all of its rights and remedies, including the right, pursuant to California Civil Code Section 1951.4, to recover all rent as it becomes due under this Lease, if Tenant has the right to sublet or assign, subject only to reasonable limitations. Acts of maintenance or preservation or efforts to relet the Leased Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant.

(iv) Except as specifically provided in this Section, neither Tenant nor any of the Indemnified Parties shall be liable under any circumstances for Landlord's loss of profit, loss of rents or other revenues, loss, loss of good will or loss of use, or other similar forms of consequential damages, in each case however occurring.

(b) Reletting. Without terminating or effecting a forfeiture of this Lease or otherwise relieving Tenant of any obligation under this Lease in the absence of express written notice of Landlord's election to do so, Landlord may enter and relet the Leased Premises or any portion thereof at any time or from time to time and for such term(s) and upon such condition(s) and at such rental as Landlord deems proper. Whether or not the Leased Premises are relet, Tenant shall pay to Landlord all amounts required under this Lease up to the date that Landlord terminates Tenant's right to possession, and thereafter Tenant shall pay to Landlord, until the end of the Term of the Lease, all rent required under the terms of this Lease. Payments by Tenant will be due at the times provided in this Lease, and Landlord need not wait until the termination of this Lease to recover them. Re-letting of the Leased Premises or any portion of the Leased Premises will not relieve Tenant of any obligation under this Lease. Proceeds received by Landlord from such reletting will be applied: first, to any indebtedness other than rent due from Tenant; second, to costs of reletting; third, to the cost of any Tenant Improvements and repairs to the Leased Premises; fourth, to rent due and unpaid hereunder. Any residual shall be held by Landlord and applied in payment of future rent as the same becomes due under this Lease. Should that portion of the proceeds received by Landlord from re-letting applied to payment of rent be less than the rent payable by Tenant during any month, Tenant shall pay such deficiency to Landlord immediately upon demand. Landlord may execute any lease under this section in its own name, and Tenant shall not have any right to collect any proceeds received by Landlord. Landlord will not by any re-entry or other act be deemed to accept any surrender by Tenant of the Leased Premises or be deemed to terminate this Lease or to relieve Tenant of any obligation under this Lease, unless Landlord gives Tenant express written notice of Landlord's election to do so.

(c) Lease to Remain in Effect. Notwithstanding Landlord's right to terminate this Lease, Landlord may, at its option, even though Tenant has breached this Lease and abandoned the Leased Premises, continue this Lease in full force and effect and not terminate Tenant's right to possession, and enforce all of Landlord's rights and remedies under this Lease. Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations). Further, in such event Landlord shall be entitled to recover from Tenant all costs of maintenance and preservation of

the Leased Premises, and all costs, including attorneys' fees and receivers' fees, incurred in connection with appointment of and performance by a receiver to protect the Leased Premises and Landlord's interest under this Lease. No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a notice (signed by a duly authorized representative of Landlord) of intention to terminate this Lease is delivered to Tenant.

14. No Surrender. No act or omission by Landlord or its agents during the Term shall be an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless accepted in writing executed by a duly authorized representative of Landlord.

15. Effect of Termination. Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity will affect Landlord's rights of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Tenant, and all rights to indemnification and other obligations of Tenant intended to be performed after termination or expiration of this Lease shall survive termination or expiration of this Lease.

16. Subordination, Attornment and Nondisturbance; Estoppel Certificates.

16.1 Subordination, Attornment and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust hereafter placed upon the Leased Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust, provided that Landlord first delivers to Tenant a Subordination and Non-Disturbance Agreement (defined below) from the holder of such lien or mortgage, and Landlord shall obtain the same from the holder of such lien or mortgage. Landlord agrees that any right, title or interest created by Landlord from and after the date hereof in favor of or granted to any third party shall be subject to (i) this Lease and all of Tenant's rights, title and interests created in this Lease, and (ii) any and all documents executed or to be executed by and between Tenant and Landlord in connection with this Lease. A "**Subordination and Non-Disturbance Agreement**" shall mean an agreement, in form reasonably acceptable to Tenant, between Tenant, Landlord and the holder of a lien or a mortgage that provides that the holder of such lien or a mortgage (i) agrees not to disturb Tenant's possession or rights under this Lease, (ii) agrees to provide notice of defaults under the lien or a mortgage documents to Tenant and agrees to allow Tenant and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Landlord, and (iii) agrees to comply with such other requirements as may be reasonably required by Tenant or its lenders to ensure the interests of Tenant or its lenders are not interfered with.

16.2 Estoppel Certificate. Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a "Tenant Estoppel Certificate" in a form reasonably required by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Property or any interest therein. Tenant's failure to deliver such Tenant Estoppel Certificate within such time shall be conclusive upon Tenant (i) that this Lease is in full force, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rental has been paid in advance. Tenant's failure to deliver the Tenant Estoppel Certificate to Landlord within ten (10) days of receipt shall constitute a material Default and Breach under this Lease.

17. Casualty/Eminent Domain.

17.1 Casualty. If Tenant causes damage to or the destruction of the Leased Premises, or if Tenant Improvements located on the Leased Premises are declared unsafe or unfit for use or occupancy by a governmental entity having jurisdiction, then Tenant shall commence repair or replacement of the Landlord Improvements and Tenant Improvements as required or permitted under this section as soon as practical, but no later than ninety (90) days after the event that caused the damage or destruction. Tenant shall diligently perform such repairs to completion. Tenant shall repair all aspects of the Leased Premises in accordance with the provisions of this Lease and to the reasonable satisfaction of Landlord. If the Leased Premises are damaged or destroyed through no negligence, act or omission of Tenant and, as a result of such damage or destruction, Tenant, in its reasonable judgment, determines that the same are not suitable for the Required Use, then Tenant shall have the option to terminate this Lease by delivering written notice to Landlord within sixty (60) days following the occurrence of such damage or destruction, in which event this Lease will terminate as of the date specified in Tenant's notice. If Tenant does not terminate this Lease as provided in the time and manner specified, this Lease will continue in full force and effect. Rent will not abate during restoration and repair of the Leased Premises. Landlord has no obligation to restore or repair the Leased Premises.

17.2 Eminent Domain. If greater than fifty (50%) of the Leased Premises is taken under power of eminent domain, this Lease will terminate as of the date of that condemnation, or as of the date possession is taken by the condemning authority, whichever first occurs. Except as specified below, no award for any taking will be apportioned, and Tenant hereby assigns to Landlord any award made in such taking or condemnation together with all rights of Tenant in or to the same or any part of the Leased Premises including the value of the leasehold interest. Landlord shall not retain any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of the any Tenant Improvements and personal property of Tenant, the goodwill of Tenant's operations, the interruption of or damage to Tenant's operations and relocation benefits. Landlord may, without any obligation to Tenant, agree to sell or convey the Leased Premises, or any portion of the Leased Premises, to the condemning authority free from the Lease, and the rights of Tenant under the Lease otherwise will terminate without the institution of any action or proceeding by Landlord. Landlord's agreement to sell or convey any portion of the Leased Premises will not prejudice or impair Tenant's statutory right to recover the amounts specified above.

19. Assignment or Subleasing. Tenant shall not be permitted to assign this Lease in whole or part, or sublet all or any part of the Leased Premises without the prior written consent of the Landlord in its sole and absolute discretion.

Any request for an assignment shall include, at a minimum, the name and address of the proposed assignee or subtenant, Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to consider any request by Tenant for consent to any proposed assignment of this Lease or any proposed sublease of all or any part of the Leased Premises unless (i) Tenant is current in payment of Rent, (ii) Tenant is not in Default; and (iii) such request by Tenant is accompanied by a nonrefundable fee payable to Landlord in the amount of Five Thousand Dollars (\$5,000). Neither Tenant's payment nor Landlord's acceptance of the said fee shall be construed to impose any obligation whatsoever upon Landlord to consent to Tenant's request although Landlord shall not unreasonably withhold such consent if the proposed assignee which is a governmental entity. In the case of an assignment, the assignee shall be required to assume all the obligations of Tenant under the Lease by written agreement in form and substance reasonably satisfactory to Landlord. Irrespective of any assignment, Tenant shall remain liable for the full and faithful performance of each and every covenant to be performed by Tenant hereunder and Tenant shall reimburse Landlord, as Additional Rent, within thirty (30) days of Landlord's request for reimbursement, for the reasonable costs and

expenses of Landlord in reviewing, negotiating and approving any assignment, sublease or assumption, including, without limitation, Landlord's counsel fees all of which shall not exceed Ten Thousand Dollars (\$10,000).

20. Landlord Liability. The term "**Landlord**" as used herein shall mean the Landlord or Landlords at the time in question of the fee title to the Leased Premises. Upon a transfer or assignment of Landlord's title or interest in the Leased Premises, the transferring or assigning Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Lease, whether incurred or accruing before or after such transfer or assignment, upon such obligations or covenants being assumed by the new Landlord. As a result, the obligations and/or covenants in this Lease to be performed by the prior Landlord shall be binding only upon the new Landlord following their assumption by the new Landlord. In the absence of such an assumption, the prior Landlord shall remain obligated pursuant to the terms of this Lease. Tenant and all successors and assigns agree that, in the event of any actual or alleged failure, breach or default under this Lease by Landlord: (a) the sole and exclusive remedy shall be against the Landlord's interest in the Leased Premises; (b) no individual employee, contractor or agent of Landlord shall be named as a party in any suit or proceeding; (c) no individual employee, contractor or agent of Landlord shall be required to answer or otherwise plead to any service of process; (d) no judgment will be taken against any individual employee, contractor or agent of Landlord; (e) no writ of execution will ever be levied against the assets of any individual employee, contractor or agent of Landlord; (f) the obligations of Landlord under this Lease do not constitute personal obligations of any individual employee, contractor or agent of Landlord, and Tenant shall not seek recourse against the Landlord, or any individual employee, contractor or agent of Landlord or any of their personal assets for satisfaction of any liability in respect to this Lease; and (g) any claim, defense, or other right of Tenant arising in connection with this Lease or negotiations before this Lease was signed shall be barred unless Tenant files an action or interposes a defense based thereon within one hundred eighty (180) days after the date of the alleged event on which Tenant is basing its claim, defense or right. In the event of a breach or default by Landlord under this Lease, in no event shall Tenant have the right to terminate this Lease as a result of such breach or default, and Tenant's remedies (subject to the provisions of this Section 20) shall be limited to damages and/or an injunction with such obligations or covenants being assumed by the new Landlord. As a result, the obligations and/or covenants in this Lease to be performed by the prior Landlord shall be binding upon the new Landlord following their assumption by the new Landlord.

21. Notices. Any notice herein required or permitted to be given shall be deemed given (i) three (3) days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the party; or (ii) one (1) day following the date the same is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the parties shall be addressed as follows:

To Landlord: City of Lompoc
100 Civic Center Plaza Lompoc,
CA 93436
Attn. City Manager

With a copy to: Aleshire & Wynder, LLP
3701 Wilshire Blvd., Suite 725 Los
Angeles, CA 90010
Attn: Jeff Malawy, City Attorney

To Tenant: Santa Barbara County Fire Protection District
4400 Cathedral Oaks Road
Santa Barbara, CA 93110
Attn: Diane Sauer
Email: 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
Email: realproperty@countyofsb.org
Telephone: 805-568-3070

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

22. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

23. Governing Law; Jurisdiction. The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of California. The jurisdiction for any dispute shall be Santa Barbara County/

24. Entire Lease; Amendment; Waiver. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

25. Hazardous Waste. Tenant covenants and agrees that it shall not use, store, dispose, release, handle or otherwise manage Hazardous Materials (as defined below) on the Leased Premises or any portion of the Property except in connection with any construction, rehabilitation, operation, maintenance or repair of the Landlord Improvements or in the ordinary course of operating the Required Use, and that such conduct shall be done in compliance with all applicable federal, state and local laws. Tenant shall promptly give the Landlord written notice of any release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Leased Premises. "**Hazardous Materials**" means any chemical, substance, object, condition, material, waste, or controlled substance which is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosiveness, explosivity, flammability, reactivity, toxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, all chemicals, substances, materials, or wastes that are now or hereafter may be listed, defined, or regulated in any manner by any federal, state, or local government agency or entity, or under any federal, state, or local law, regulation, ordinance, rule, policy or procedure due to such properties or effects.

26. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

- 27. Time of Essence.** Time is of the essence for Landlord's and Tenant's obligations under this Lease.
- 28. Severability.** If any section, subsection, term, or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Lease, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.
- 29. Real Estate Broker.** Landlord and Tenant each represent and warrant to the other party that it has not engaged or had any dealings with any broker or agent in connection with this Lease. Landlord and Tenant each shall indemnify, protect, hold harmless and defend the other party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorneys' fees and all court costs) arising out of their breach of this representation and warranty.
- 30. Quiet Possession.** Upon Tenant's payment of the Rent and all other monetary obligations under this Lease and the observance and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.
- 31. Further Assurances.** Each party agrees to do such further acts and things and to execute and deliver such additional documents and instruments as the other may reasonably require to consummate, evidence, or confirm this Lease and the obligations contained herein.
- 32. Attorneys' Fees.** The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Lease or for the interpretation of this Lease shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.
- 33. Interpretation.** Each party to this Lease and its counsel have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.
- 34. Counterparts.** This Lease may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.
- 35. Exhibits.** Exhibits A, B, B-1 and C are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

“TENANT”:

COUNTY OF SANTA BARBARA,
a California governmental entity

By: _____

Its: _____

APPROVED AS TO FORM:

“LANDLORD”:

CITY OF LOMPOC,
a California municipal corporation

By: _____
Dean Albro, City Manager

ATTEST:

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Jeff Malawy, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Lompoc, County of Santa Barbara, State of California legally described as follows:

Lots 37 & 38 in Block 79, of the City of Lompoc, County of Santa Barbara, State of California as per map recorded in Book 1 Page 45 of Maps and Surveys in the Office of the County Recorder of said County.

EXHIBIT B

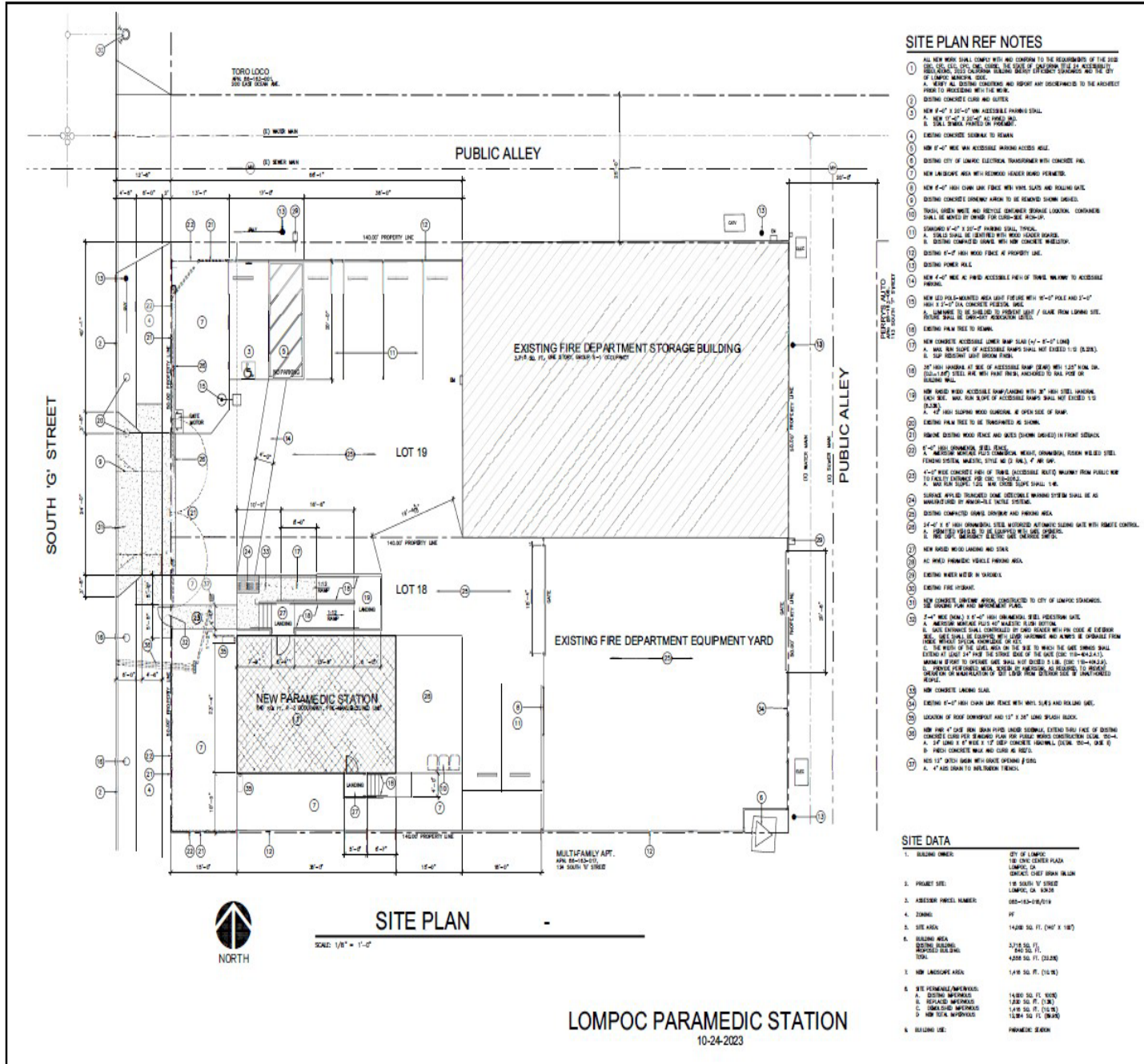
SUMMARY OF LANDLORD IMPROVEMENTS

Part I – Summary of Landlord Improvements Installation of:

- a. 3-bedroom, 2-bathroom, manufactured home;
- b. Paved ambulance parking stall pad for one ambulance;
- c. Landscaping, including gravel, drought tolerant plants, and three new trees. Landscaping will total 1,416 square feet;
- d. New curb approach;
- e. Utility improvements, including electric, gas, water, and internet services. __

Part II – Definition of Substantial Completion: “**Substantial Completion**” shall mean the Landlord Improvements have been completed by Landlord such that they can be used and occupied in compliance with the Required Use including (i) the manufactured home has been installed; (ii) all systems serving the Landlord Improvements have been substantially completed and/or are operational including, but not limited to the HVAC systems; (iii) all exterior/site improvements, including, but not limited to, surface parking areas, and exterior utilities, have been substantially completed and/or are operational; (iv) the interior of the Landlord Improvements is in broom clean condition; and (v) certificates of occupancy for the Landlord Improvements have been issued. The total amount of the Improvement costs paid by Landlord shall be provided to Tenant (“**Total Improvement Costs**”). In the event of a Default by Tenant, Tenant shall be obligated to reimburse the Total Improvement Costs to Landlord.

EXHIBIT B-1 LOCATION OF IMPROVEMENTS



SITE PLAN REF NOTES

1. ALL NEW WORK SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF THE 2021 IBC, IBCS, CALIF. CODE, CALIF. REG. CODE, THE CODE OF PENALTIES, TITLE 24, ACCESSIBILITY, AND ALL OTHER APPLICABLE REGULATORY AGENCIES (INCLUDING BUT NOT LIMITED TO THE CITY OF LOMPOC MUNICIPAL CODE).
2. VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ACCESSING WITH THE WORK.
3. EXISTING CONCRETE CURB AND GUTTER.
4. NEW 4'-0" x 2'-0" x 2'-0" W/ ACCESSIBLE FINISHING SLAB.
5. NEW 12'-0" x 2'-0" x 2'-0" W/ ACCESSIBLE FINISHING SLAB.
6. EXISTING CONCRETE DRIVEWAY TO REMAIN.
7. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB.
8. EXISTING CITY OF LOMPOC ELECTRICAL TRANSFORMER WITH CONCRETE PAD.
9. NEW LANDSCAPE AREA WITH REINFORCED CONCRETE DRIVEWAY FORMERS.
10. NEW 4'-0" HIGH CHAIN LINK FENCE WITH 10' HIGH SLATS AND HOLDING GATE.
11. EXISTING CONCRETE DRIVEWAY TO REMAIN TO BE REFINISHED SURFACE FINISHES.
12. TRASH, REFRIG. UNITS AND REFRIG. COMPRESSOR STORAGE CONTAINER CONTAINERS SHALL BE MOVED BY OWNER FOR CURB-SIDE PICK-UP.
13. EXISTING 4'-0" x 2'-0" x 2'-0" FINISHING SLAB, TRUCK.
14. EXISTING DRIVEWAY TO REMAIN WITH NEW LANDSCAPE FINISHES.
15. EXISTING CONCRETE DRIVEWAY WITH NEW CONCRETE W/ REINFORCEMENT.
16. EXISTING 4'-0" HIGH WOOD FENCE @ PROPERTY LINE.
17. EXISTING POWER POLE.
18. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH TRAILER WALKWAY TO ACCESSIBLE FINISHING SLAB.
19. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH 10'-0" x 2'-0" x 2'-0" FINISHING SLAB.
20. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH 10'-0" x 2'-0" x 2'-0" FINISHING SLAB.
21. EXISTING POWER POLE TO REMAIN.
22. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH 10'-0" x 2'-0" x 2'-0" FINISHING SLAB.
23. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH 10'-0" x 2'-0" x 2'-0" FINISHING SLAB.
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48. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH 10'-0" x 2'-0" x 2'-0" FINISHING SLAB.
49. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH 10'-0" x 2'-0" x 2'-0" FINISHING SLAB.
50. NEW 4'-0" W/ ACCESSIBLE FINISHING SLAB WITH 10'-0" x 2'-0" x 2'-0" FINISHING SLAB.

SITE DATA

1. BUILDING OWNER:	CITY OF LOMPOC 100 CONE CENTER BLVD LOMPOC, CA CONTACT: CHIEF BRAD BILSON
2. PROJECT SITE:	1/8 SOUTH V STREET LOMPOC, CA 95026
3. ADDRESS PARCEL NUMBER:	005-153-006/018
4. ZONING:	PT
5. SITE AREA:	14,200 SQ. FT. (407' x 180')
6. BUILDING AREA:	3,718 SQ. FT.
7. TOTAL:	4,208 SQ. FT. (32,226)
8. NEW LANDSCAPE AREA:	1,418 SQ. FT. (11,76)
9. SITE PERMITS/APPROVALS:	
A. DISTING. IMPROVEMENTS:	14,800 SQ. FT. (10,000)
B. REFINISHED IMPROVEMENTS:	1,418 SQ. FT. (11,76)
C. CONCRETE IMPROVEMENTS:	1,418 SQ. FT. (11,76)
D. NEW SIGN IMPROVEMENTS:	1,418 SQ. FT. (11,76)
10. BUILDING USE:	PARAMEDIC STATION

EXHIBIT C MEMORANDUM OF LEASE

Recording Requested by and When Recorded Mail to:

City of Lompoc
100 Civic Center Plaza Lompoc, CA 93436
Attn: City Clerk

APN 085-163-018

(Space Above This Line For Recorder's Office Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") dated_____, 202__ is made by and between by and between CITY OF LOMPOC, a municipal corporation ("**Landlord**"), and the COUNTY OF SANTA BARBARA, a California governmental entity ("**Tenant**").

RECITALS:

Landlord and Tenant have entered into that certain Lease Agreement dated_, 2023 ("**Lease**") whereby Landlord leased the real property in the City of Lompoc, County of Santa Barbara, State of California legally described on Exhibit A attached hereto and incorporated herein by reference ("**Leased Premises**").

NOW, THEREFORE, the parties agree and acknowledge the following:

1. **Definitions.** Defined terms used herein not specifically defined in this Memorandum shall have the meanings set forth in the Lease.
2. **Effective Date.** The Effective Date of the Lease is_, 2023.
3. **Term.** The Term of the Lease is three (3) years commencing on the Effective Date.
4. **Rent Commencement Date.** The Rent Commencement Date is_____, 20__.
5. **Required Use.** The Leased Premises are to be used solely for the Required Use. Tenant has covenanted to use the Leased Premises continually as specified in the Lease.
6. **Discrepancy.** All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though set forth herein and in the event of a discrepancy between the terms of the Lease and this Memorandum, the terms and conditions of the Lease shall govern and nothing herein shall be construed to be a modification of or amendment to any of the terms and conditions of the Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Tenant and Landlord have duly executed and delivered this Memorandum of Lease as of the day and year first above written.

“TENANT”:

COUNTY OF SANTA BARBARA,
a California governmental entity

By: _____

Its: _____

APPROVED AS TO FORM:

“LANDLORD”:

CITY OF LOMPOC,
a California municipal corporation

By: _____
Dean Albro, City Manager

ATTEST:

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Jeff Malawy, City Attorney

EXHIBIT A PROPERTY LEGAL DESCRIPTION

That certain real property in the City of Lompoc, County of Santa Barbara, State of California legally described as follows:

Lots 37 & 38 in Block 79, of the City of Lompoc, County of Santa Barbara, State of California as per map recorded in Book 1 Page 45 of Maps and Surveys in the Office of the County Recorder of said County

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_)

On ____, 202_ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF_)

On____, 202__before me,____, a notary public, personally appeared_who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL: