

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of the ___ day of _____, 2017, by and between Level 3 Communications, LLC, a Delaware limited liability company ("Seller"), and The City of Lompoc, a California municipal corporation ("Buyer"). (Seller and Buyer may each also be referred to at times as "Party" and collectively referred to as "Parties.")

Buyer and Seller agree as follows:

1. Definitions. For the purposes of this Agreement the following terms shall have the following meanings:

(a) "Buyer's Broker:" None

(b) "Business" day or days shall mean Monday through Friday, except for federal and state holidays on which either Buyer or Seller is not open for business. The Parties shall exchange lists of federal and state holidays each observes.

(c) "Closing" and "Close of Escrow" are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when every condition for each Party's benefit has occurred or has been waived in writing by such benefited Party and the Deed is recorded in the official records of the county in which the Property is located.

(d) "Closing Date" shall mean the date of Closing, which shall occur on the date that is not later than ninety (90) days following the Effective Date or such earlier date that is mutually agreeable to Buyer and Seller.

(e) "Deed" shall mean a grant deed to the Property in form and substance substantially similar to Exhibit "B-1", attached hereto, duly executed and acknowledged by Seller conveying the Property to Buyer.

(f) "Deposit:" The Deposit will be at least 10% of the purchase price (\$51,388.89), and will be placed into Escrow on the Opening of Escrow.

(g) "Due Diligence Investigation" shall mean any and all inquiry, investigation, testing or analysis by Buyer concerning the Property, the condition of the Property, the uses to which the Property may be put and any other information about the Property or the Improvements.

(h) "Due Diligence Period" shall mean that period of time beginning on the Effective Date and ending sixty (60) days from the Effective Date or such earlier date that is mutually agreeable to Buyer and Seller.

(i) "Easement Parcel" shall mean the portion of the Property described as Parcels 085-040-003 and 085-040-004 in Exhibit "A" to this Agreement which shall be subject to an easement agreement between Buyer and Seller substantially in the form and substance of Exhibit "B-3" to this Agreement ("Easement Agreement for Buyer").

(j) "Effective Date" shall mean the date of the Opening of Escrow.

(k) "Fee Acquisition Parcels" shall mean the Parcels, or portions thereof, identified as Parcels 085-033-006, 085-033-007, 085-040-001, and 085-040-002, as described and depicted in Exhibit "A" to this Agreement, which shall be subject to an easement agreement between Buyer and Seller substantially in the form and substance of Exhibit "B-2" to this Agreement ("Easement Agreement for Seller").

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(l) "Escrow" shall mean the arrangement between Buyer, Seller and Escrow Holder under which documents, money and other items described in this Agreement will be held by Escrow Holder until the occurrence of certain events or conditions.

(m) "Escrow Holder" shall mean First American Title Company.

(n) Exhibits:
Exhibit "A" Legal Description
Exhibit "B" Plat
Exhibit "B-1" Form of Grant Deed
Exhibit "B-2" Form of Easement Agreement for Seller
Exhibit "B-3" Form of Easement Agreement for Buyer
Exhibit "C" FIRPTA Certificate
Exhibit "D" Location Map

(o) "FIRPTA Certificate" shall mean a Transferor's Certificate of Non-Foreign Status in substantially the form attached hereto as Exhibit "C".

(p) "Improvements" shall mean any and all improvements constructed on or affixed to the land which comprises the Fee Acquisition Parcels as well as all fixtures which are part of or attached to such Improvements. All references to the Fee Acquisition Parcels herein shall also include the Improvements.

(q) "Opening of Escrow" shall mean the date on which, after the execution of this Agreement by Buyer and Seller, Escrow is opened with Escrow Holder by Buyer (1) delivering to Escrow Holder an executed copy of this Agreement and the Deposit, and (2) the notice described in Paragraph 4, below, is received by the parties.

(r) "Permitted Exceptions" shall mean a lien for real property taxes and assessments not then delinquent; the Easement Agreement for Seller, other matters of title respecting the Fee Acquisition Parcels approved or deemed approved by Buyer, accepted by Buyer or waived by Buyer in accordance with this Agreement; and matters affecting the condition of title to the Fee Acquisition Parcels with the prior written consent of Buyer or created by Buyer with the prior written consent of Seller.

(s) "Property" shall mean the Fee Acquisition Parcels and the Easement Parcel.

(t) "Purchase Price:" The Purchase Price for the Property is \$513,888.89.

(u) "Seller's Broker:" None.

(v) "Title Company" shall mean First American Title, Attn: Allison Camitelli, 100 S. H Street, Lompoc, CA 93436 Telephone: (805) 737-3736.

(w) "Title Policy" shall mean an ALTA Standard Coverage Policy of title insurance with coverage in an amount equal to the Purchase Price showing title to the Fee Acquisition Parcels vested in Buyer subject only to the Permitted Exceptions and the standard printed exceptions and conditions in the policy.

2. Purchase and Sale.

2.1 Fee Interest/Easement Interest. Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, at the Purchase Price, the fee simple interest in the Fee Acquisition Parcels, subject to (i) the Easement Agreement for Seller in the form attached hereto as Exhibit B-2 and (ii) the Easement Agreement for Buyer in the form attached hereto as Exhibit B-3 for purposes of ingress to and egress from the Fee Acquisition Parcels.

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2.2 Restrictions on Use. [Intentionally left blank.]

3. Purchase Price. The Purchase Price for the Property will be paid as follows:

3.1 Deposit. Upon the Opening of Escrow, Buyer will deliver the Deposit to Escrow Holder in cash, by confirmed wire transfer or by certified or cashier's check collectible in same-day funds. The Deposit shall be held in a non-interest bearing account. Wire transfer instructions are as follows:

BENEFICIARY: Level 3 Communications, LLC

BENEFICIARY ACCOUNT NUMBER: 103657927002

BENEFICIARY BANK: US Bank, NA
950 17th Street
Denver, CO 80202
ABA # 102 000 021
Swift Code (International transfers) USBKUS44IMT

3.2 Balance of Purchase Price. The balance of the Purchase Price shall be paid by Buyer, to Escrow Holder, in cash, by confirmed wire transfer or by certified or cashier's check collectible in same-day funds, two (2) business days prior to Close of Escrow.

4. Escrow. Escrow Holder is hereby instructed to deliver to Seller and Buyer immediately after the Opening of Escrow a written notice which sets forth the date of Opening of Escrow, which notice shall conclusively establish such date. Buyer shall cause the Opening of Escrow to occur within five (5) days of receiving a fully executed copy of this Agreement. The purchase and sale of the Property will be completed through Escrow. Buyer and Seller agree to execute any additional instructions reasonably required by Escrow Holder and may each provide their own instructions to Escrow Holder.

5. Cancellation Fees and Expenses. In the event that the Closing does not occur at the time and in the manner provided in this Agreement because of the default of one of the parties, the non-defaulting Party has the right to cancel Escrow by written notice to the defaulting Party and to Escrow Holder. All escrow and title cancellation costs will be paid by the defaulting Party.

6. Deliveries to Escrow Holder.

6.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

- (a) The Deed, executed and acknowledged by Seller.
- (b) The FIRPTA Certificate.
- (c) A closing statement executed by Seller consistent with the terms of this Agreement in the form required by Escrow Holder.
- (d) The Easement Agreement for Buyer, executed and acknowledged by Seller.
- (e) Any other customary and reasonable documents, instruments, or agreements called for in this Agreement or required by Title Company which have not previously been delivered.

6.2 By Buyer. On or prior to the Closing Date, Buyer will deliver or cause to be delivered to Escrow Holder the following items:

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- (a) The balance of the Purchase Price in accordance with Paragraph 3.2.
- (b) The amount due Seller, if any, after the prorations are computed in accordance with Paragraph 12.
- (c) A closing statement executed by Buyer consistent with the terms of this Agreement in the form required by Escrow Holder.
- (d) The Easement Agreement for Seller, executed and acknowledged by Buyer.
- (e) Any other customary and reasonable documents, instruments, or agreements called for in this Agreement or required by Title Company which have not previously been delivered.

6.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer hereby designate Escrow Holder as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

7. Condition of Title.

7.1 Preliminary Title Report/Commitment. Buyer shall order a preliminary title report/commitment ("Title Commitment") for the Property from Title Company, at Buyer's sole expense, within five (5) business days following the Effective Date and shall promptly provide a copy to Seller.

7.2 Buyer's Review of Title. Buyer agrees to review the Title Commitment promptly within ten (10) Business days after receipt. In the event that Buyer reasonably objects to an exception contained in the Title Commitment, Buyer shall within ten (10) Business days of receipt of the Title Commitment deliver written notice to Seller specifying any exception to which Buyer reasonably objects ("Buyer's Title Notice"). If Buyer fails to deliver such Buyer's Title Notice within such ten-day (10 day) period, does not object to an exception, or proceeds with Closing despite Seller's failure to remove or cure any exceptions to title to which Buyer objected, then Buyer shall be deemed to have approved all exceptions to title contained in the Title Commitment and to have waived all rights to object to said title exceptions or defects. If within 10 days after receiving Buyer's Title Notice, Seller elects in writing to cure any disapproved title exception set forth in Buyer's Title Notice, Seller shall have until Close of Escrow to attempt to cure any disapproved title exception but Seller shall have no obligation to cure any title exception. A disapproved title exception, with respect to (a), (b) and (c) below in this paragraph 7.2, shall be considered to be cured and, with respect to (b) and (c) below only, shall conclusively be deemed to be an approved title exception, if such disapproved title exception: (a) is removed as an exception to the Title Commitment (and will/does not appear as an exception to the Title Policy), (b) is curable by endorsement or other extended coverage, or (c) is otherwise resolved to the reasonable satisfaction of Buyer. The following shall not be considered exceptions which cause title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area, including but not limited to the Covenant and Environmental Restriction on Property Use to be signed by the Santa Barbara County Public Health Department ("SBCPHD"); easements and encroachments not materially affecting the value, or unduly restricting Buyer's reasonable use, of the Property; environmental conditions of the Property disclosed in the Phase I and II Site Assessment reports; and reserved oil and/or mining rights. Buyer acknowledges that title to the Property may be subject to the rights of tenants in possession and such leases or easements as are shown on the Title Commitment. If Seller does not elect to cure a disapproved title exception specified in the Buyer's Title Notice or if Seller is unable to eliminate or cure any title objections Seller elected to cure by Close of Escrow, Buyer may up to the Close of Escrow or five (5) Business days from the date Seller fails to give notice of its election to cure, whichever occurs first, either elect to terminate this Agreement or to waive its objection to the title exception. If Buyer does not elect to terminate this Agreement within such five-day period, Buyer shall be deemed to have waived its objection to the title exception. Any exceptions deemed approved by Buyer, accepted by Buyer or waived by Buyer shall be deemed to be part of the

Permitted Exceptions. If Buyer terminates this Agreement as provided in this subparagraph 7.2, then Buyer shall be entitled to cancel Escrow and to obtain return of the Deposit, without interest thereon, and any cancellation costs incurred by Escrow Holder and Buyer shall be borne solely by Buyer, and this Agreement shall be without any force and effect, and without further obligation of either Party hereunder except as expressly stated herein.

7.3 Conveyance at Closing. At the Close of Escrow, fee simple title to the Fee Acquisition Parcels, subject to the Easement Agreement for Seller, will be conveyed to Buyer by Seller by the Deed.

8. Conditions to the Close of Escrow

8.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below. The conditions set forth in this Paragraph are solely for the benefit of Buyer and may be waived only by Buyer. Such waiver or waivers must be in writing and delivered to Seller as provided in Paragraph 19 hereof. If any of the below conditions are not satisfied or waived by Buyer on or before the Closing Date, due to no fault of Buyer, then Buyer shall be entitled to the remedies set forth in Paragraph 18 below.

8.1.1 Representations, Warranties and Covenants of Seller. Seller will have duly performed each and every agreement required to be performed by Seller hereunder and, subject to the provisions of Paragraph 9, Seller's representations, warranties and covenants set forth in this Agreement will be true and correct as of the Closing Date.

8.1.2 Seller's Deliveries. Seller will have delivered the items described in Paragraph 6.1.

8.1.3 Title Insurance. As of the Close of Escrow, Title Company will issue or have committed to issue to Buyer the Title Policy.

8.1.4 Soil Management Plan. Soil Management Plan shall be approved by SBCPHD as described in Paragraph 9.2.

8.2 Conditions Precedent to Seller's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below. The conditions set forth in this Paragraph are solely for the benefit of Seller and may be waived only by Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing and delivered to Buyer as provided in Paragraph 19 hereof. If any of the below conditions are not satisfied or waived by Seller on or before the Closing Date, then Seller shall be entitled to the remedies set forth in Paragraph 18 below.

8.2.1 Representations, Warranties and Covenants of Buyer. Buyer will have duly performed each and every agreement required to be performed by Buyer hereunder and Buyer's representations, warranties and covenants set forth in this Agreement will be true and correct as of the Closing Date.

8.2.2 Buyer's Deliveries. Buyer will have delivered the items described in Paragraph 6.2.

9. Property "As-Is". No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges that no person has made any representation, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition (including but not limited to any environmental condition of the Property) or other status of the Property except as may be expressly set forth in this Agreement. No representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement will be valid or binding on Seller. Buyer agrees

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that the Property is to be sold to and accepted by Buyer at Close of Escrow in its then condition AS-IS, WHERE-IS, AND WITH ALL FAULTS. Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, (i) the structural integrity of any improvements on the Property, (ii) the manner, construction, condition, and state of repair or lack of repair of any of such improvements, (iii) the conformity of the improvements to any plans or specifications for the Property, (iv) the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, (v) the financial earning capacity or history or expense history of the operation of the Property, (vi) the nature and extent of any right-of-way, access, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, (vii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, (viii) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (ix) the existence or non-existence of asbestos, underground or above ground storage tanks, hazardous waste or other toxic or hazardous materials of any kind or any other environmental condition or whether the Property is in compliance with applicable laws, rules and regulations, (x) the Property's investment potential or resale at any future date, at a profit or otherwise, (xi) any tax consequences of ownership of the Property or (xii) any other matter whatsoever affecting the stability, integrity, other condition or status of the land or any buildings or improvements situated on all or part of the Property (collectively, the "Property Conditions"), and except for warranties and representations expressly provided herein or in the conveyance deed, **BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE AND RELEASES SELLER FROM ANY CLAIMS OF BUYER REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY, ITS IMPROVEMENTS OR THE PROPERTY CONDITIONS, SUCH WAIVER AND RELEASE BEING ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY.** Buyer acknowledges that it is solely responsible for conducting any due diligence with respect to the Property. Buyer shall be responsible for and agrees to indemnify, defend and hold Seller, its officers, directors, employees, affiliates, successors-in-interest, contractors and other agents harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, including reasonable attorneys' and other professionals' fees, cause or causes of action and suit or suits of any nature whatsoever arising out of or related to any environmental condition to the extent caused by or arising out of the acts or omissions of Buyer, its employees, contractors, agents or invitees in connection with the Fee Acquisition Parcels from and after the Closing Date. The obligations of Buyer to indemnify shall survive the Closing.

9.1 Due Diligence Period.

9.1.1 Matters To Be Reviewed. Buyer must complete its Due Diligence Investigation within the Due Diligence Period. Seller will allow Buyer and/or its agents reasonable access to the Fee Acquisition Parcels during normal business hours to perform any and all surveys, investigations and inspections desired by Buyer, upon 48 hours advance request made by Buyer and with a Seller escort, if required by Seller; provided, however, Buyer shall not conduct any additional invasive testing beyond that already completed except with the prior written consent of Seller, which consent may be withheld in Seller's sole but reasonable discretion. Any request by Buyer to conduct invasive testing shall be accompanied by a detailed report identifying the agents to be engaged, the testing to be conducted and the purposes to be served by the testing. Following any such entry, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct and in compliance with all applicable laws.

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All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, demands, losses, costs, expenses (including reasonable attorney's fees), damages or recoveries, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents, contractors, or employees in connection therewith. Buyer's obligations under this Paragraph 9.1.1 to pay its own investigative costs, restore the Property and indemnify Seller from and against the same shall survive any termination of this Agreement. To the extent Seller is in actual possession of any reports or studies concerning the Property which have not been provided to Buyer prior to execution of this Agreement, Seller shall make its files available during the Due Diligence Period for Buyer's inspection at Seller's office located at 1025 Eldorado Boulevard, Broomfield, CO, 80021 within three (3) business days following the Effective Date and will during the Due Diligence Period promptly provide copies, at Buyer's expense, of any items reasonably requested by Buyer which pertain to the condition of the Property and are in Seller's possession.

Buyer may, at any time prior to the conclusion of the Due Diligence Period terminate the transaction contemplated by this Agreement and neither Party shall have any further liability with respect thereto, except as expressly stated herein, and Buyer shall be entitled to cancel Escrow and to obtain return of the Deposit without interest thereon, and any cancellation costs incurred by Escrow Holder and Buyer shall be borne solely by Buyer. Any such termination by Buyer must be communicated in writing to Seller, such that it is actually received by Seller by no later than 5:00 p.m. Pacific Time on the last day of the Due Diligence Period. If Buyer fails to object to any condition, defect, issue or matter related to the Property on or before the expiration of the Due Diligence Period, Buyer shall be deemed to have waived its right to object to said condition, defect, issue, or matter and to have approved the same. In the event of such termination, or in the event that this Agreement is not consummated for any other reason, any reports generated by Buyer or any of its agents or those retained on Buyer's behalf, respecting the Property and/or the results of any testing or inspections thereof, shall be immediately turned over to Seller, and shall become Seller's property, and shall not be used by Buyer. Prior to Closing, Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not disclose any such information without the prior written consent of Seller, except as may be required by law; provided, however, Buyer may disclose such information to its employees, affiliates and Contractors who have a need to know as necessary in relation to this purchase and sale transaction. If Buyer terminates this Agreement as provided in this subparagraph 9.1.1, then Buyer shall be entitled to cancel Escrow and to obtain return of the Deposit, without interest thereon, and any cancellation costs shall be borne solely by Buyer, and this Agreement shall be without any force and effect, and without further obligation of either Party hereunder except as expressly stated herein.

9.2 Hazardous Materials/Excavation. Prior to execution of this Agreement, Buyer and Seller executed a Memorandum of Understanding dated August 21, 2015, permitting Buyer to conduct a physical inspection and environmental assessment of the Property ("Analysis"). Buyer conducted the Analysis with a consultant selected and paid for by Buyer. Buyer has provided Seller with a copy of the consultant's report of the Analysis and Seller has submitted such report to SBCPHD. Additional testing has been performed by a consultant engaged by Seller ("Contractor") in accordance with the rules and regulations of SBCPHD. Buyer agrees to pay \$2,644 at Close of Escrow toward the cost of the additional testing and preparation of any final reports. This further testing confirmed hazardous or toxic substances or materials on the Property at a level which requires the preparation of a Soil Management Plan (SMP) to be approved by SBCPHD. Buyer agrees to engage a consultant to prepare and submit the required SMP to the SBCPHD and pay all consultant costs associated with the preparation of the SMP. Buyer agrees to be financially responsible for SBCPHD billings for all staff time and associated fees SBCPHD may require for the review and approval of the SMP in accordance with the Remedial Action Agreement between Seller and SBCPHD dated January 12, 2016, and Buyer shall pay all SBCPHD invoices received by the date of closing, as part of the escrow settlement, so long as such SBCPHD invoices are submitted prior to the close of escrow. All SBCPHD invoices received by Seller within one hundred twenty (120) days after closing shall be forwarded to Buyer and paid directly by Buyer to SBCPHD. Additionally, Buyer shall be solely responsible at Buyer's sole expense for implementing and managing the SMP related to Buyer's use and

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ownership of the Fee Acquisition Parcels; provided, however, in the event the Closing does not occur and Seller retains title to the Fee Acquisition Parcels, Seller will be responsible at Seller's sole expense for submitting its own SMP to SBCPHD for approval.

9.2.1. Protection of any fiber optic cable systems is of extreme importance to Seller since any break could disrupt service to Seller's users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-877-366-8344 (a 24-hour, 7-day number for emergency calls) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address stated in this Agreement, of the results of its investigation.

9.2.2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.

9.3 Survey. Buyer has obtained a survey of the Property (the "Survey") and a copy of the Survey has been provided to Seller.

9.4 Government Approvals. Buyer, at its election and sole cost and expense, has the right to obtain all necessary governmental approvals, exemptions and permits for Buyer's intended use of the Property, provided that no change in the zoning or use of the Property shall take effect until the Closing Date. Seller shall reasonably cooperate (at Buyer's sole expense) in good faith with such efforts of Buyer, including, without limitation, by executing necessary documents, provided, however, that Seller is not required to incur any cost or expense in connection therewith and that any action Buyer desires Seller to take shall be reasonably acceptable to Seller as to substance and legal form. In no event may Buyer take any action in connection with such governmental approvals, exemptions or permits that would (i) encumber the Property prior to Closing, or (ii) obligate Seller to pay money, construct improvements or dedicate any interest in real property.

9.5 Waiver of Civil Code Section 1542. With respect to the claims waived or release as set forth in this Agreement, Buyer and Seller acknowledge to each other they have been advised by legal counsel of their own selection and are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER, MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR."

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, EACH HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT PERTAINING TO THE WAIVERS AND RELEASES.

Further, each Party represent and warrant to the other it is executing this Agreement with full knowledge of any and all rights which it may have by reason of any of the matters described herein with respect to the Property. Each Party assumes the risk of mistake of fact in connection with the true facts involved in connection with the matters described herein, and with respect to any facts which are now unknown to either Party relating thereto and agrees that this Agreement shall be in all respects enforceable and not subject to termination or rescission by any such difference in facts.

SELLER _____

BUYER _____

BUYER'S INITIALS: _____

DATE: _____

SELLER'S INITIALS: _____

DATE: _____

10. Title Insurance. At the Close of Escrow, Buyer will cause Title Company to issue the Title Policy to Buyer, at Buyer's sole expense; provided that, if endorsements or extended coverage are required to address title exceptions which it is Seller's responsibility to cure, Seller shall pay for such endorsements or extended coverage.

11. Costs and Expenses.

11.1 Seller. Seller will pay, which shall be paid out of the proceeds from the Closing:

- (a) Seller's share of pro-rations;
- (b) All real estate transfer taxes;

11.2 Buyer. Buyer will pay:

- (a) All document recording charges;
- (b) All premiums for the Title Policy;
- (c) All survey costs;
- (d) 100% of the escrow fees and costs, including Closing costs, Seller has negotiated with Escrow Holder;
- (e) Buyer's share of pro-rations.

Buyer and Seller will each pay their own legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively, except as otherwise expressly herein provided. All other costs and expenses will be allocated between Buyer and Seller in accordance with the customary practice in the county in which the Property is located.

11.3 Broker. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by them, respectively, in connection with any of the transactions contemplated by this Agreement, or to their knowledge is in any way connected with any of such transactions. Buyer and Seller do each hereby agree to indemnify, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party by reason of any dealings or acts of the indemnifying Party.

12. Pro-rations.

12.1 Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Property will be prorated as of the Close of Escrow based on the actual current tax bill, except, however, that Seller will pay the current installments due and payable for any special assessments taxes currently of record on the Property. Buyer is exempt from taxation and will take the steps necessary to cancel the taxes on the Property effective as of the Close of Escrow. If Seller receives a tax bill covering a period of time after Close of Escrow, Seller shall transmit the tax bill to Buyer for handling and Buyer shall be responsible for cancelling the taxes at Buyer's sole expense. If the Close of Escrow takes place before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, then the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation. All delinquent taxes and all delinquent assessments, if any, on the Property will be paid at the Close of Escrow from funds accruing to Seller. All supplemental taxes billed after the Close of Escrow for periods prior to the Close of Escrow will be paid promptly by Seller. Any tax refunds received by Buyer which are allocable to the period prior to Close of Escrow will be paid by Buyer to Seller.

12.2 Method of Proration. All pro-rations will be made as of the date of Close of Escrow based on a 365-day year, or a 30-day month, as applicable.

13. Disbursements and Other Actions by Escrow Holder. At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraph 11 and disburse the balance of the Purchase Price to Seller and the remaining balance of the funds, if any, to Buyer promptly upon Close of Escrow.

13.2 Recording. Cause the Deed, Easement Agreement for Seller and the Easement Agreement for Buyer to be recorded in the official records of the County in which the Property is located (including payment of any fee for recording) and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Documents. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller and deliver to Seller any documents (or copies thereof) deposited into Escrow by Buyer.

14. Joint Representations, Warranties and Covenants. In addition to any express agreements of the parties contained herein, the following constitute representations, warranties and covenants of each Party in favor of the other, each of which shall survive the Closing:

14.1 Authority. Each Party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate this transaction.

14.2 Actions. All requisite actions (corporate, trust, partnership or otherwise) have been taken by each Party in connection with entering into this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other Party is required.

14.3 Due Execution. The individuals executing this Agreement and the instruments referenced herein on behalf of each Party and the partners, officers or trustees of each Party, if any, have the legal power, right, and actual authority to bind each Party to the terms and conditions of those documents.

14.4 Valid and Binding. This Agreement and all other documents required to close this transaction are, and will be, valid, legally binding obligations of and enforceable against each Party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

14.5 No Marketing. Neither Seller nor Buyer shall market the Property to prospective buyers or tenants during the time period between the Effective Date and the Close of Escrow without the prior written consent of the other. In addition, Buyer shall not take any action in connection with marketing the Property that would jeopardize Seller's rights or interests as owner of the Property. Neither Seller nor Buyer shall execute any leases or other contracts with respect to the Property without the prior written consent of the other until and unless Escrow closes as defined under this Agreement without the prior written consent of the other.

15. Seller's Warranties, Representations and Covenants. Seller makes the following representations, covenants and warranties and acknowledges that Buyer will rely on such representations, covenants, and warranties in acquiring the Property, each of which shall survive the Closing for a period of one (1) year and all claims related thereto shall be made within such one-year period:

15.1 Non-Foreign Entity. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

15.2 Pre-Closing Covenants.

(a) So long as this Agreement remains in full force and effect, without the prior written consent of Buyer, Seller will not between the Effective Date and Closing (i) convey any interest in the Fee Acquisition Parcels, (ii) encumber the Fee Acquisition Parcels with any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement, or (ii) encumber the Easement Parcel with any additional liens, encumbrances, covenants, conditions, easements, right of way or similar matters that could interfere with the rights to be granted to Buyer in the Easement Parcel pursuant to the Easement Agreement for Buyer, except as may be otherwise provided for in this Agreement.

(b) Seller will not make any material alterations to the Fee Acquisition Parcels or the Easement Parcel without Buyer's consent, which consent will not be unreasonably withheld, conditioned or delayed.

(c) Seller will not enter into any contract or agreements providing for the provision of goods or services to or with respect to the Fee Acquisition Parcels or the operation thereof unless (i) such contracts or agreements can be terminated without penalty by the Closing Date, or (ii) Seller first obtains the written consent of Buyer, which will not be unreasonably withheld, conditioned or delayed. Between the Effective Date and Closing, Seller will not enter into any new leases for any portion of the Property.

16. Indemnification

16.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising from breach of representation or warranty by Seller set forth in Paragraphs 14 and 15 above or any breach of any covenant of Seller set forth in Paragraphs 14.5 and 15.2 above. This indemnity does not apply, however, to any item, matter, occurrence or condition which was known to or reasonably discoverable by Buyer prior to the Closing Date.

16.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising: (i) from a breach of any representation or warranty by Buyer set forth in this Agreement or any breach of any covenant of Buyer set forth in this Agreement, (ii) out of the ownership, use and/or operation of the Property after the Closing Date, or (iii) from any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

17. Disputes. To the extent permitted by applicable law, in connection with any claim, cause of action, proceeding or other dispute concerning this Agreement (each, a "Claim"), the parties to this Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury.

18. Default.

(a) Seller Default. If any of Seller's representations and warranties contained in this Agreement shall not be true and correct, or if Seller shall be in default in performance of any of the covenants and agreements in this Agreement required to be performed by Seller within the time for performance as specified in this Agreement (including Seller's obligation to Close) and such default is not remedied by Seller within 15 days of Buyer's notice of the default, Buyer may elect to (i) terminate Buyer's obligations under this Agreement by written notice to Seller with a copy to Title Company, in which event the Deposit shall be returned to Buyer within ten (10) business days; or (ii) Close, in which event Buyer

may file an action for specific performance of this Agreement to compel Seller to Close this Agreement. In the event that Buyer elects to pursue specific performance, as provided in the prior sentence, such action must be commenced within four (4) months of the date of Seller's default or Buyer shall be deemed to have waived its right to seek specific performance and have elected (i) above. IN THE EVENT SELLER DEFAULTS IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY WITHOUT LEGAL EXCUSE AND BUYER ELECTS TO TERMINATE THIS AGREEMENT UNDER (i) ABOVE, THE DEPOSIT SHALL BE PAID TO BUYER AS LIQUIDATED DAMAGES, IT BEING UNDERSTOOD THAT BUYER'S ACTUAL DAMAGES IN THE EVENT OF SUCH DEFAULT ARE DIFFICULT TO ASCERTAIN AND THAT, AFTER NEGOTIATION, SUCH PROCEEDS REPRESENT THE PARTIES' BEST ESTIMATE OF SUCH DAMAGES. BUYER SHALL HAVE NO OTHER REMEDY, AT LAW OR IN EQUITY, FOR ANY DEFAULT BY SELLER.

(b) Buyer Default. IN THE EVENT BUYER DEFAULTS IN PERFORMANCE OF ANY OF THE COVENANTS AND AGREEMENTS IN THIS AGREEMENT REQUIRED TO BE PERFORMED BY BUYER WITHIN THE TIME FOR PERFORMANCE AS SPECIFIED IN THIS AGREEMENT AND/OR IN BUYER'S OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY WITHOUT LEGAL EXCUSE, THE DEPOSIT SHALL BE PAID TO SELLER AS LIQUIDATED DAMAGES, IT BEING UNDERSTOOD THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH DEFAULT ARE DIFFICULT TO ASCERTAIN AND THAT, AFTER NEGOTIATION, SUCH PROCEEDS REPRESENT THE PARTIES' BEST ESTIMATE OF SUCH DAMAGES. SELLER SHALL HAVE NO OTHER REMEDY, AT LAW OR IN EQUITY, FOR ANY DEFAULT BY BUYER.

Seller: _____

Buyer: _____

The foregoing provisions of this Paragraph 18 shall not be deemed to limit Buyer or Seller from seeking damages in connection with (a) any post-closing claim by Seller or Buyer pertaining to a breach of a representation or warranty made by the other Party under this Agreement (provided, however, that if a Party closes with actual knowledge of a breach of a representation and warranty by the other Party under this Agreement, such breach shall be deemed to be waived at Closing), or (b) any claim by either Party under an indemnity provision herein.

19. Notices. All notices or other communications required or permitted hereunder must be in writing, and must be (a) personally delivered (including by means of professional messenger service or overnight delivery service by a nationally recognized courier) addressed to the appropriate Party, as set forth below, (b) or sent by e-mail (if accompanied by one of the other forms of delivery), or (c) by registered or certified U.S. mail, postage prepaid, return receipt requested to the addresses set forth below. All notices will be deemed received on the date delivered or the date delivery is refused as established by the confirmation sent by (a) or (c).

Notices shall be sent as follows to:

Seller: Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
Attn: Vice President, Real Estate
Telephone: (720) 888-6512
E-Mail: Riyan.Ziady@level3.com

With a copy to: Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
Attn: General Counsel
Telephone: (720) 888-1000
E-Mail: Adrienne.Leonard@level3.com

BUYER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____
01079.0001/356765.1

Buyer: City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93438-8001
Attn: Kevin P. McCune
Telephone: (805) 736-1261
E-Mail: k_mccune@ci.lompoc.ca.us

With a copy to: Aleshire & Wynder LLP
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245
Attn: June S. Ailin
Telephone: (310) 527-6665
E-Mail: jailin@awattorneys.com

Escrow Holder: First American Title Company
100 S. H Street
Lompoc, CA 93436
Attn: Allison Campitelli
Telephone: (805) 737-3736

20. Subdivision. By virtue of California Government Code section 66428(a)(2), the California Subdivision Map Act does not require a subdivision map be recorded in order to render the Fee Acquisition Parcels or the property retained by Seller legal parcels under that Act. Buyer shall process and record a subdivision map, other map and/or lot line adjustment with respect to the Fee Acquisition Parcels following Close of Escrow for its own purposes. Any such map or lot line adjustment will not affect real property retained by Seller other than adjusting the property line. Buyer shall provide Seller a copy of the map or lot line adjustment upon completion of processing but in no event later than six (6) months after Closing. The provisions of this section shall survive the Close of Escrow.

21. Assignment. Buyer will not assign this Agreement without obtaining Seller's prior written consent, which consent may be withheld by Seller in its sole and absolute discretion for any reason whatsoever. Any such attempted assignment without Seller's prior written consent will, at Seller's option, be voidable and constitute a material breach of this Agreement. No assignment submitted for approval by Seller shall be effective against Seller until Buyer delivers to Seller a fully executed copy of the assignment instrument, which instrument must be satisfactory to Seller in both form and substance and pursuant to which the assignee assumes and agrees to perform for the benefit of Seller the obligations of Buyer under this Agreement, and pursuant to which the assignee makes the warranties and representations required of Buyer under this Agreement and such other representations and warranties as Seller may reasonably require. Under no circumstances, however, will any assignment of this Agreement relieve Buyer of any of its obligations under this Agreement.

22. Miscellaneous.

22.1 Counterparts. This Agreement may be executed in counterparts.

22.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforceable to the fullest extent permitted by law.

22.3 Waivers. No waiver of any breach of any covenant or provision contained herein shall be valid unless made in writing and signed by the waiving Party and no such waiver will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

BUYER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____
01079.0001/356765.1

22.4 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

22.5 Professional Fees. In the event any action or proceeding is brought by either Party against the other related to this Agreement, the substantially prevailing Party shall be entitled to recover from the other Party its costs, including but not limited to reasonable attorneys' fees, incurred in such action or proceeding, including any trial, appeal, or bankruptcy proceeding, which amounts shall be included in any judgment entered in such action or proceeding; provided, however, that if more than one matter is disputed and each Party prevails as to one or more of the disputed matters, then such costs, expenses and attorneys' fees shall be awarded in proportion to the monetary values of the matters on which each Party prevailed.

22.6 Entire Agreement. This Agreement (including all exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the Party to be charged.

22.7 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

22.8 Construction. This Agreement has been prepared by Buyer and its professional advisors and reviewed by Seller and its professional advisors. Seller and Buyer and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor or against either Buyer or Seller.

22.9 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the applicable laws of the State of California.

22.10 Intentionally Omitted.

22.11 Intentionally Omitted.

22.12 USA Patriot Act. To the extent applicable, Seller and Buyer must comply with the provisions of the U.S.A. Patriot Act ("Act") prior to the Closing. In particular, to the extent applicable, Seller must obtain, verify, and record information from Buyer that identifies Buyer, which information includes the name, address, and social security number or tax identification number of Buyer and all of Buyer's direct and indirect owners ("Buyer Related Parties"). Accordingly, Buyer hereby agrees: a) to provide and cause to be provided such information to Seller, Buyer Identifying Information, not later than five (5) business days prior to the Closing Date, or five (5) business days following the date of the Agreement, whichever is earlier, b) to otherwise cooperate with Seller for purposes of complying with the Act, and c) that Seller's approval of Buyer and any Buyer Related Parties, following receipt of the required information, is a condition precedent to the closing of the sale of the Property.

22.13 Confidentiality. Seller acknowledges Buyer is subject to the Brown Act (California Government Code section 54950 et seq.) (requiring meetings of the governing bodies of local government agencies to be open and public) and the California Public Records Act (California Government Code section 6250 et seq.) and therefore is unable to agree to maintain this Agreement as confidential. Except to the extent otherwise required by the Brown Act, Buyer's standard practice of preparing staff reports for meetings of its Planning Commission and City Council, and California Government Code section 54957.5, Buyer shall not disclose this Agreement (including any information, reports or evaluations under Paragraph 9.1.1.) except in response to a public records request as required by applicable law.

BUYER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____
01079.0001/356765.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

“SELLER”

Level 3 Communications, LLC, a Delaware limited liability company

By _____

Its _____

“BUYER”

City of Lompoc, a California municipal corporation

Patrick Wiemiller
City Manager

ATTEST

Stacey Haddon
City Clerk

APPROVED AS TO FORM

Joseph W. Pannone
City Attorney

BUYER'S INITIALS: _____
01079.0001/356765.1

DATE: _____

SELLER'S INITIALS: _____

DATE: _____

Exhibit "A"
Legal Description
Purchase Agreement

Real Property in the City of Lompoc, County of Santa Barbara, State of California as shown on map filed in Book 1 at Page 45 of Maps and Surveys in the office of the County Recorder of Said County more particularly described as follows:

Lots 1 to 5 in Block 30 of aforesaid map excepting the easterly 20 feet; together with

Lots 36 to 40 in Block 30 of aforesaid map; together with

Lots 1 to 5 and Lots 36 to 40 in Block 31 of aforesaid map; together with

Those portions of the alleys and those portions of "C" Street adjoining the previously mentioned lots, said portions of alleys and streets being abandoned by the City of Lompoc by Resolution Number 1049 recorded September 4, 1959 as Instrument No. 29370 in Book 1662, Page 294 and Resolution Numbers 72 & 73 adopted on May 7, 1929, recorded September 15, 2004 as Instrument Number 2004-0098924 of Official Records in the office of the County Recorder of said County, which would pass according to Section 831 of the California Civil Code.

The above-described is graphically shown on Exhibit "B" attached hereto and incorporated herein by reference.



"A" ST.

"B" ST.

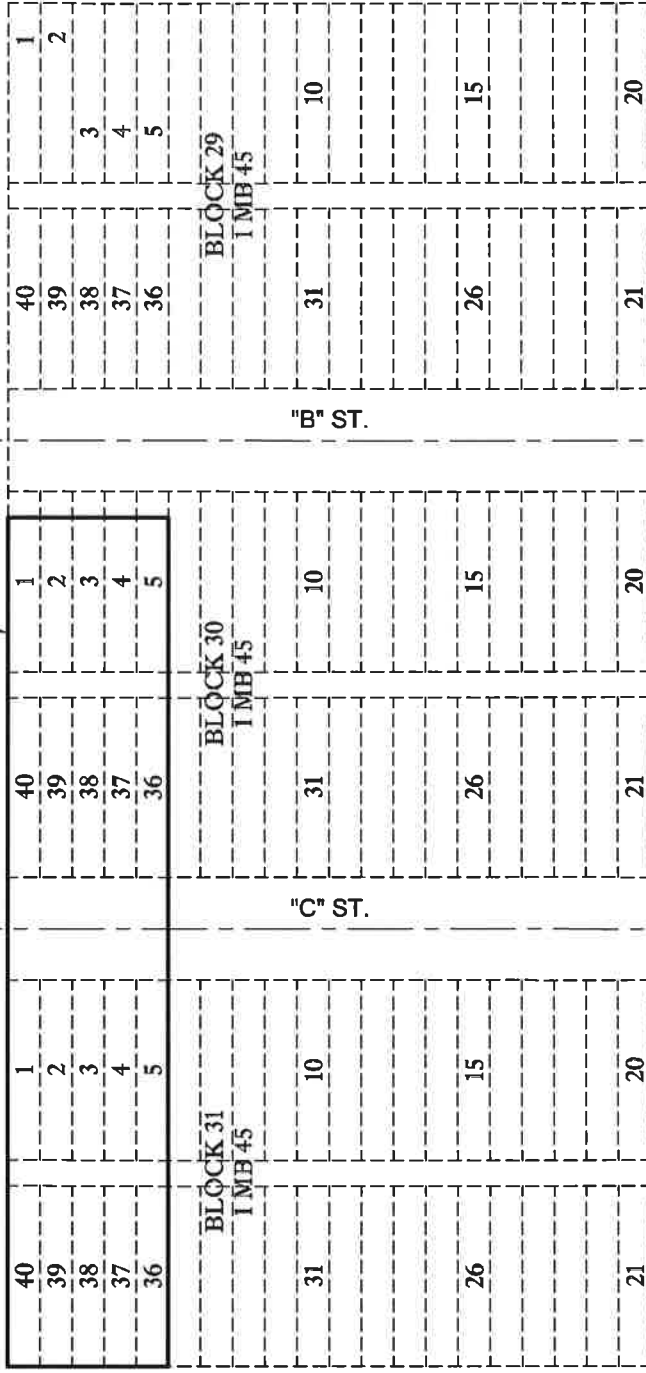
"C" ST.

"D" ST.

CHESTNUT AVE

20.00'

PROPERTY TO BE PURCHASED



**ABOVE
GRADE
ENGINEERING**

1304 Broad Street, San Luis Obispo, CA 93401
 phone:(805) 540-5115 • fax:(805) 540-5116
 A California Corporation • State Status FE 0 08254

**EXHIBIT B
PLAT
PURCHASE AGREEMENT**

SCALE: N.T.S.
 JOB NUMBER: 15034
 BY: JNW
 DATE: 04/25/15

EX-B

Recorded at the request of
the City of Lompoc, a
municipal corporation.

When Recorded Mail to:
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

This document is recorded for the benefit of the City of Lompoc and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

Level 3 Communication, LLC ("Grantor"), for and in consideration of the sum of Five Hundred Thirteen Thousand, Eight Hundred Eighty-Eight Dollars and 89/100 (\$513,888.89) cash and other good and valuable consideration to it paid by the City of Lompoc, California ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("Land") described in **Exhibit "A"** and as shown on **Exhibit "B"** attached hereto, together with all improvements thereon, with the exception of all underground communications facilities owned by Grantor, and all rights and appurtenances appertaining thereto (herein collectively called the "Property"), and warrants the title to the same.

This conveyance is given and accepted subject to the permitted exceptions set forth on **Exhibit "C"** attached hereto and to any and all (a) building use and occupancy restrictions imposed by state and local governments, and (b) municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property, and (c) any and all matters discernable from or revealed by a survey or visual inspection of the Property (herein called the "Permitted Encumbrances").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2017, subject to a proper proration of same between Grantor and Grantee, and for all subsequent years, unless and to the extent Grantee, or its heirs or successors, is exempt by applicable law from the payment of ad valorem taxes.

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and

singular the Property, subject to the permitted exceptions and Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

This Grant Deed may be executed in one (1) or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF Grantor and Grantee have executed this Grant Deed as of the ____ day of _____, 2017.

ATTEST:

GRANTOR

Level 3 Communications, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

GRANTEE

City of Lompoc

By: _____

By: _____

Name: Stacey Haddon

Name: Patrick Wiemiller

Title: City Clerk

Title: City Manager

APPROVED AS TO FORM:

Joseph W. Pannone, City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

On _____, 2017, before me, Notary Public in and for said County and State, personally appeared _____, who is the _____ of Level 3 Communications, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On _____, 2017 before me,

Here, insert Name and Title of Officer

personally appeared

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE
(Government Code, Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the attached subject document to the CITY OF LOMPOC, a California municipal corporation, is hereby accepted consistent with Resolution No. 5543(09) adopted by the City Council on May 5, 2009, and the CITY OF LOMPOC as grantee consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the City's official seal, this _____ day of _____, 2017.

CITY OF LOMPOC, a California municipal corporation

By: _____
Patrick Wiemiller
City Manager

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

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Exhibit "A"
Legal Description
Purchase Agreement

Real Property in the City of Lompoc, County of Santa Barbara, State of California as shown on map filed in Book 1 at Page 45 of Maps and Surveys in the office of the County Recorder of Said County more particularly described as follows:

Lots 1 to 5 in Block 30 of aforesaid map excepting the easterly 20 feet; together with

Lots 36 to 40 in Block 30 of aforesaid map; together with

Lots 1 to 5 and Lots 36 to 40 in Block 31 of aforesaid map; together with

Those portions of the alleys and those portions of "C" Street adjoining the previously mentioned lots, said portions of alleys and streets being abandoned by the City of Lompoc by Resolution Number 1049 recorded September 4, 1959 as Instrument No. 29370 in Book 1662, Page 294 and Resolution Numbers 72 & 73 adopted on May 7, 1929, recorded September 15, 2004 as Instrument Number 2004-0098924 of Official Records in the office of the County Recorder of said County, which would pass according to Section 831 of the California Civil Code.

The above-described is graphically shown on Exhibit "B" attached hereto and incorporated herein by reference.



"A" ST.

"B" ST.

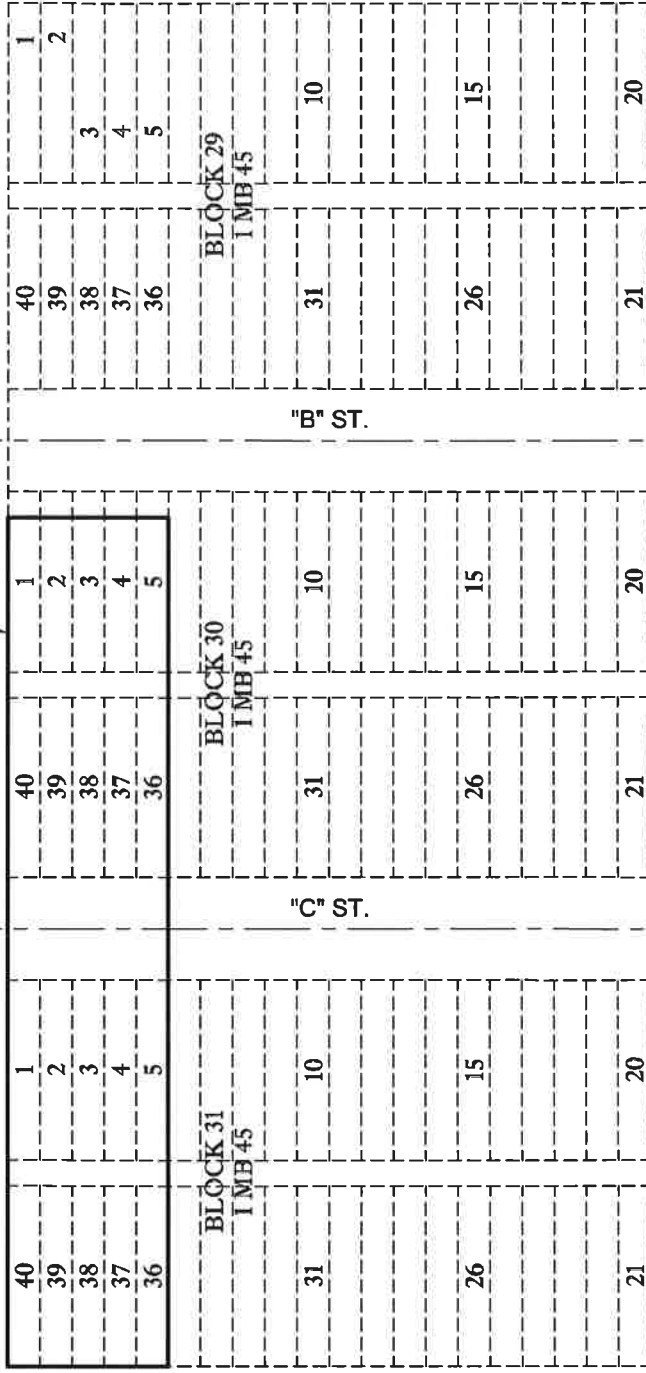
"C" ST.

"D" ST.

CHESTNUT AVE

20.00'

PROPERTY TO BE PURCHASED



**ABOVE
GRADE
ENGINEERING**

1304 Broad Street, San Luis Obispo, CA 93401
phone: (805) 540-5115 • fax: (805) 540-5116

A California Corporation • State Status FE 0 08254

**EXHIBIT B
PLAT
PURCHASE AGREEMENT**

SCALE: N.T.S.
JOB NUMBER: 15034
BY: JNW
DATE: 04/25/15

EX-B

Recorded at the request of
the City of Lompoc, a
municipal corporation.

When Recorded Mail to:
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

This document is recorded for the benefit of the City of Lompoc and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2017 by and between the CITY OF LOMPOC, California, a California municipal corporation ("Grantor"), and LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company ("Grantee").

1. For and in consideration of the sum of ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of this Agreement, Grantor on this date agrees to grant and convey to Grantee, its successors and assigns, and Grantee agrees to acquire from Grantor, a permanent perpetual right-of-way and exclusive easement on certain real estate located in Lompoc, California and legally described in Attachment A attached hereto and made a part hereof ("Property") with rights of ingress, egress and access thereto, to construct, install, operate, upgrade, maintain, repair, renew, replace and remove Grantee's communications facilities and equipment as Grantee may, from time to time require upon at least five (5) days written notice from Grantee to Grantor, generally consisting of multiple conduits, cables, wires, surface location markers, manholes, handholes, vaults and other appurtenances for similar uses (the "Facilities") upon, over, through, under and along a parcel of land six feet (6') in width, being three feet (3') from centerline on each side of the installed conduit ("Easement") and an additional 15 foot area outside the Easement, the location of which is subject to Grantor's sole discretion, to be used, for a limited time not to exceed ten (10) days from the date of written request by Grantee unless further time is necessitated upon mutual agreement of Grantee and Grantor, as necessary as temporary work space and as a construction, repair and/or maintenance staging area for the construction, installation, operation, upgrade, maintenance, repair, renewal, replacement or removal of Grantee's communications facilities and equipment ("Temporary Work Space") crossing the Property, as shown on a plat of the Easement and Temporary Work Space which attached hereto as Attachment B and made a part hereof, together with:

- (A) the right of ingress and egress over and across the Easement and Temporary Work Space for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements on or uses of the Property;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and the Temporary Work Space during construction, installation, repair and/or maintenance periods.

2. Grantor represents and warrants to Grantee that: Grantor is the sole and lawful owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances; Grantor has good and marketable title to convey the Easement, including the Temporary Work Space, granted herein; the Easement is wholly within the Property; and the Easement, including the Temporary Work Space, is given and accepted subject to the permitted exceptions set forth on Attachment C hereto and to any and all (a) building use and occupancy restrictions imposed by state and local governments, and (c) municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "Permitted Encumbrances"). Grantor shall indemnify and hold harmless Grantee, its officers, employees, contractors, subcontractors, agents, and successors and assigns, from and against any losses, damages or expenses sustained, suffered or incurred by Grantee arising or resulting from the untruth, inaccuracy or breach of any of the foregoing representations which Grantor knew at the time the representation was made to be untrue, inaccurate, or constitute a breach, except to the extent of the independent actual knowledge of Grantee of the matters involving the representations.

3. Grantor represents the Easement has access to and from a duly dedicated and accepted public street or highway, and the Easement does not serve any adjoining real estate for ingress and egress.

4. Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purpose stated herein, subject to any express limitations and exceptions herein stated.

5. Grantor shall have the right to use and enjoy the surface of the Easement and Temporary Work Space except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement, or performing any boring or other underground work beneath or around the Easement, but may pave the surface of the Easement.

6. Grantee agrees to fully compensate Grantor for any damage or injury done to improvements, structures, parking areas, landscaping and other appurtenances in the course of the use, construction, repair and maintenance associated with the aforesaid Facilities except to the extent caused by the negligent or willful act or omissions of Grantor, its successors, assigns, agents, officers, employees, contractors, subcontractors, or invitees. Grantee agrees that any areas within or adjacent to the Easement or Temporary Work Space that are altered or damaged as a result of the use, construction, repair or maintenance by Grantee, shall be restored to their prior condition when said use, construction or maintenance is completed, ordinary wear and tear excepted.

7. Grantee agrees to release, indemnify, defend and hold harmless Grantor, its officers, employees, contractors, agents, and successors and assigns, against any and all claims, demands and causes of action (including reasonable attorney fees) arising in favor of any person, corporation or governmental entity, because of bodily injury, including death, or damages to property, resulting from any act or omission of Grantee its officers, employees, contractors, subcontractors, agents, or invitees in connection with this Agreement or in the course of the use, construction, repair or maintenance of the Facilities or use of the Easement or Temporary Work Space by Grantee, its officers, employees, contractors, subcontractors, agents, or invitees.

8. Grantor agrees to release, indemnify, defend and hold harmless Grantee, its officers, employees, contractors, agents, and successors and assigns, against any and all claims, demands and causes of action (including reasonable attorney fees) arising in favor of any person, corporation or governmental entity, because of bodily injury, including death, or damages to property, resulting from any act or omission of Grantor its officers, employees, contractors, subcontractors, agents or other invitees of Grantor.

9. Grantor hereby agrees to warrant and forever defend title to the Easement, including the Temporary Work Space, against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of access and easement.

10. If any provision of this Agreement shall be held to violate any applicable law or is unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

11. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

12. All notices and other communications which are required or permitted under the terms of this Agreement shall be in writing and shall be sent by certified United States mail, postage prepaid, return receipt requested, a nationally recognized courier service, or delivered personally. Notices and communications shall be deemed to have been given on the date of actual receipt or refusal of delivery. Such notices and communications shall be addressed to the parties at their respective addresses set forth below their respective signatures on this Agreement. The notice address of either party may be changed by ten (10) days prior written notice delivered to the other party in accordance with this paragraph.

13. Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may reasonably be requested by the other in order to carry out the provisions of this Easement Agreement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

14. The covenants, terms, conditions and provisions contained herein shall run with the land and shall be binding upon Grantor and all subsequent owners of the Property and shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

15. Grantor hereby waives any trespass or similar claim against Grantee related to the construction, repair or maintenance of the Facilities prior to the grant of this Easement.

IN WITNESS WHEREOF, this instrument is executed and effective as of the date first written above.

GRANTOR SIGNATURE:
City of Lompoc, California

GRANTEE SIGNATURE:
Level 3 Communications, LLC

Patrick Wiemiller, City Manager

By: _____

Address: City of Lompoc
Attn: City Manager
100 Civic Center Plaza
Lompoc, CA 93438-8001

Its: _____

Address: Level 3 Communication
Attn: Vice President, Real Estate
1025 Eldorado Blvd.
Broomfield, Colorado 80021

ATTEST:

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

Joseph W. Pannone, City Attorney

[ACKNOWLEDGEMENTS ARE CONTINUED ON THE NEXT PAGE]

ACKNOWLEDGMENT BY GRANTOR

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

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On _____, 2017 before me,

_____ *Here, insert Name and Title of Officer*

personally appeared

_____ *Name(s) of Signer(s)*

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____ *Signature of Notary Public*

ACKNOWLEDGMENT BY GRANTEE

STATE OF COLORADO _____)
_____) ss.
COUNTY OF BROOMFIELD _____)

I, _____, a Notary Public in and for the State of _____, do hereby
certify that _____ of
Level 3 Communications, LLC, did personally appear before me affixing his/her signature on the
attached document.

_____ Sworn and Subscribed this _____ day of _____, 2017.

_____ Notary Public

My commission expires _____.

[SEAL]

Attachment "A"
Legal Description
Utility Easement

A Portion of Lot 36 and a portion of Lot 5 in Block 31 and a portion of Lot 36 and a portion of Lot 5 in Block 30, along with a portion of the alleys and "C" Street in the City of Lompoc, County of Santa Barbara, State of California as shown on map filed in Book 1 at Page 45 of Maps and Surveys in the office of the County Recorder of said County, said portions of alleys and streets being abandoned by the City of Lompoc by Resolution Number 1049 recorded September 4, 1959 as Instrument No. 29370 in Book 1662, Page 294 and Resolution Numbers 72 & 73 adopted on May 7, 1929, recorded September 15, 2004 as Instrument Number 2004-0098924 of Official Records in the office of the County Recorder of said County, more particularly described as follows:

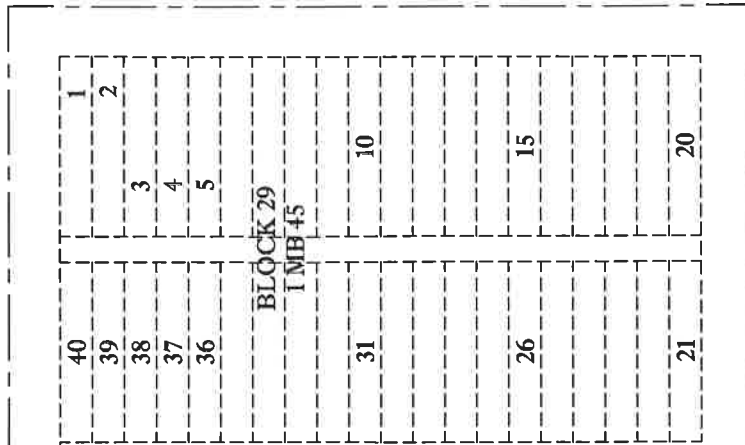
A strip of land 6.00 feet in width, centered on the following described line;

Beginning on the westerly line of Lot 36 in Block 31 of said map, a distance of 10.00 feet from the southwesterly most corner of said Lot 36; thence parallel with the southerly line of said Lot 36 South 88° 01' 25" East, a distance of 660.46', to a point 20.00 feet distant from the easterly line of Lot 5 in Block 30 of said map.

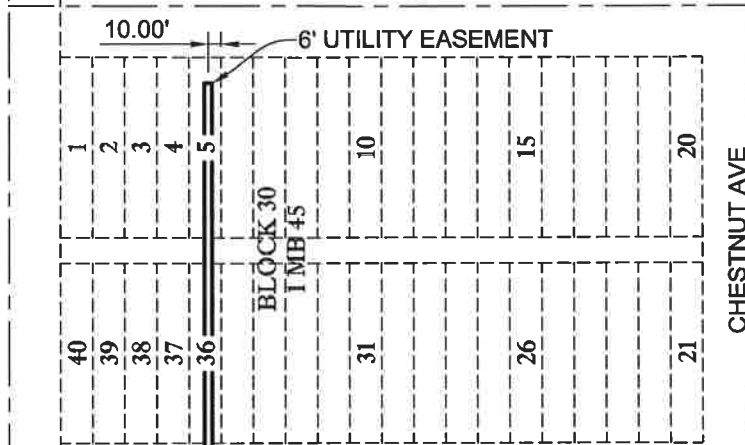
The above-described easement is graphically shown on Attachment "B" attached hereto and incorporated herein by reference.



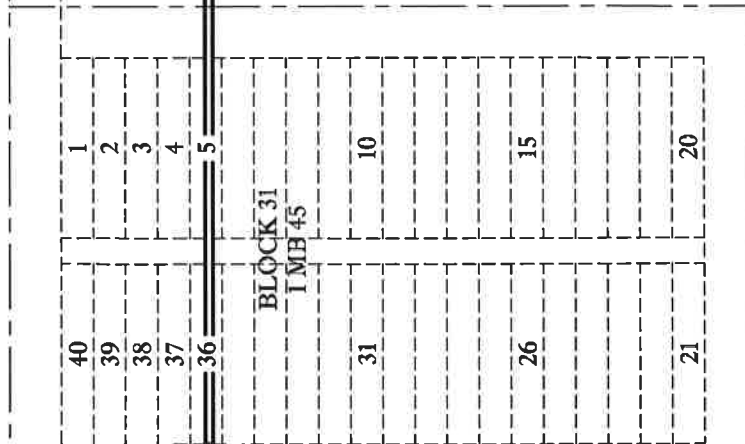
"A" ST.



"B" ST.



"C" ST.



"D" ST.

CHESTNUT AVE



4/25/17



ABOVE GRADE ENGINEERING

1304 Broad Street, San Luis Obispo, CA 93401
 phone: (805) 540-5115 • fax: (805) 540-5116

A California Corporation • San Luis Obispo PE # 89266

**ATTACHMENT B
 PLAT
 UTILITY EASEMENT**

SCALE: N.T.S.
 JOB NUMBER: 15034
 BY: JNW
 DATE: 04/25/17

EX-B

Recorded at the request of

the City of Lompoc, a
municipal corporation.

When Recorded Mail to:
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

This document is recorded for the benefit of the City of Lompoc and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2017 by and between LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company the ("Grantor"), and the City of Lompoc, a California municipal corporation ("Grantee").

1. For and in consideration of the sum of ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of this Agreement, Grantor on this date agrees to grant and convey to Grantee, and Grantee agrees to acquire from Grantor, a permanent perpetual right-of-way and exclusive (except as otherwise specifically described herein) variable width easement ("Easement") on certain real estate owned by Grantor and located in Lompoc, California, as depicted on a plat of the Easement and legally described in Attachment A, attached hereto and made a part hereof, with rights of ingress, egress and access thereto, to construct, install, use, maintain, repair, upgrade, replace and remove an access road within the Easement, at Grantee's sole expense, as Grantee may, from time to time require in accordance with the provisions of this Easement. Such access road shall be used solely by Grantee and its employees and contractors for access from "A" Street to the adjacent property located immediately to the West of Grantor's property. Grantor's property consists of Lots 1 through 5, inclusive, and Lots 36 through 40, inclusive of Block 29, the twenty (20) most easterly feet of Lots 1 through 5, inclusive of Block 30 and those portions of "B" Street and any alleys which have been abandoned by the City of Lompoc by Resolution No. 1049, recorded September 4, 1959, as Instrument No. 29370 in Book 1662, Page 294, and Resolution Numbers 72 & 73 adopted on May 7, 1929, recorded on September 15, 2004, as Instrument No. 2004-0098924 in the Official Records of the Recorder of the County of Santa Barbara ("Grantor's Property"). Any work to be performed by Grantee, its employees or contractors shall require at least five (5) days prior written notice from Grantee to Grantor. The above stated rights are granted together with:

- (A) the right of ingress and egress over and across the Easement for the purpose of exercising the rights expressly granted herein provided that such ingress and egress does not interfere with Grantor's improvements on or Grantor's uses of Grantor's Property;

- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement during construction, installation, repair and/or maintenance periods, provided that such activity does not interfere with Grantor's improvements on or Grantor's uses of Grantor's Property.

2. Grantee agrees to construct, at its sole expense, the improvements shown on Attachment B attached hereto and made a part hereof in accordance with the specifications delineated on Attachment B within the width of the Easement and with the barrier constructed along the south edge of the access road installed by Grantee.

3. Grantor represents and warrants to Grantee that: Grantor is the sole and lawful owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances; Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is given and accepted subject to the permitted encumbrances set forth on Attachment C hereto and to any and all (a) building use and occupancy restrictions imposed by state and local governments, and (c) municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the Property (herein called the "Permitted Encumbrances"). Notwithstanding the foregoing, Grantee acknowledges and understands there is a Union Pacific Railroad (UPRR) crossing box located in the north east corner of Easement and Grantee's rights hereunder are subject to the existence of the railroad crossing box. Grantor shall indemnify and hold harmless Grantee, its officers, employees, contractors, subcontractors, agents, and successors and assigns, from and against any losses, damages or expenses sustained, suffered or incurred by Grantee arising or resulting from the untruth, inaccuracy or breach of any of the foregoing representations, except to the extent of the independent actual knowledge of Grantee of the matters involving the representations.

4. Grantor represents the Easement has access to and from "A" Street, which is a duly dedicated and accepted public street, and the Easement does not serve any adjoining real estate for ingress and egress, except as specifically stated herein.

5. To the Grantor's best knowledge without independent inquiry (i) no underground storage tanks or hazardous, toxic or other regulated substances, within the meaning of any applicable federal, state or local statute or regulation, are presently stored or otherwise located upon or within the Easement, and no part of the Easement is contaminated by any such substance, except as has been revealed by the final Phase I Environmental Site Assessment dated June 6, 2013 performed on the Property, (ii) the Easement has never been used as a landfill, (iii) the Easement is not in violation of any occupancy permits, fire regulations, building codes, or any other federal, state or local laws, rules, regulations or standards; and (iv) the Easement is not impacted by a consent decree in connection with (i), (ii) or (iii) above.

Grantor shall indemnify and hold harmless Grantee, its officers, employees, contractors, subcontractors, agents, and successors and assigns, from and against any losses, damages or expenses sustained, suffered or incurred by Grantee arising or resulting from the untruth, inaccuracy or breach of any of the foregoing representations which Grantor knew at the time the representation was made to be untrue, inaccurate, or constitute a breach, except to the extent of the independent actual knowledge of Grantee of the matters involving the representations.

6. Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purpose stated herein, subject to any express limitations and exceptions herein stated.

7. Notwithstanding the description of the Easement in paragraph 1 of this Agreement as being exclusive, Grantor shall have the right to use and enjoy the surface and sub-surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. The Easement may also be used and enjoyed by persons with whom Grantee contracts for services at Grantee's Property and who agree in writing to comply with the terms and conditions of this Easement. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement.

8. Grantee agrees to fully compensate Grantor for any damage or injury done to improvements, structures, parking areas, landscaping and other appurtenances in the course of the use, construction, repair and maintenance associated with the aforesaid access road and other improvements installed by Grantee except to the extent caused by the negligent or willful act or omissions of Grantor, its successors, assigns, agents, officers, employees, contractors, subcontractors, or other invitees of Grantor. Grantee agrees that any areas within or adjacent to the Easement that are altered or damaged as a result of the use, construction, repair or maintenance by Grantee, shall be restored to their prior condition when said use, construction or maintenance is completed, ordinary wear and tear excepted.

9. Grantee agrees to release, indemnify, defend and hold harmless Grantor, its officers, directors, employees, contractors, agents, affiliates, and successors and assigns, against any and all claims, demands and causes of action (including reasonable attorney's fees) arising in favor of any person, corporation or governmental entity, because of bodily injury, including death, or damages to property, resulting from any act or omission of Grantee its officers, employees, contractors, subcontractors, agents, or other invitees of Grantee in connection with this Agreement or in the course of the construction, repair or maintenance, or removal of the access road and/or other improvements installed by Grantee or use of the Easement by Grantee, its officers, employees, contractors, subcontractors, agents, or other invitees of Grantee.

10. Grantor agrees to release, indemnify, defend and hold harmless Grantee, its officers, employees, contractors, agents, and successors and assigns, against any and all claims, demands and causes of action (including reasonable attorney's fees) arising in favor of any person, corporation or governmental entity, because of bodily injury, including death, or damages to property, resulting from any act or omission of Grantor its officers, employees, contractors, subcontractors, agents or other invitees of Grantor.

11. Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of access and easement.

12. If any provision of this Agreement shall be held to violate any applicable law or is unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

13. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No purported or alleged waiver of any of the provisions of this

Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

14. All notices and other communications which are required or permitted under the terms of this Agreement shall be in writing and shall be sent by certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized courier service, or delivered personally. Notices and communications shall be deemed to have been given on the date of actual receipt or refusal of delivery. Such notices and communications shall be addressed to the parties at their respective addresses set forth below their respective signatures on this Agreement. The notice address of either party may be changed by ten (10) days prior written notice delivered to the other party in accordance with this paragraph.

15. Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may reasonably be requested by the other in order to carry out the provisions of this Easement Agreement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

16. Grantee may not lease, assign, transfer, or encumber, all or any part of the Easement or Grantee's rights hereunder.

17. The covenants, terms, conditions and provisions contained herein shall run with the land and shall be binding upon Grantor and all subsequent owners of Grantor's Property and shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed and effective as of the date first written above.

<p>GRANTOR SIGNATURE: Level 3 Communications, LLC</p> <p>By: _____</p> <p>Its: _____</p> <p>Address: Level 3 Communications Attn: Vice President, Real Estate 1025 Eldorado Blvd., Broomfield, Colorado 80021</p> <p>With a copy to: Level 3 Communications Attn: General Counsel 1025 Eldorado Blvd., Broomfield, Colorado 80021</p>	<p>GRANTEE SIGNATURE: City of Lompoc</p> <p>_____ Patrick Wiemiller, City Manager</p> <p>Address: City of Lompoc Attn: City Manager 100 Civic Center Plaza, Lompoc, CA 93438-8001</p> <p>ATTEST:</p> <p>_____ Stacey Haddon, City Clerk</p>
--	---

APPROVED AS TO FORM:

Joseph W. Pannone, City Attorney

[ACKNOWLEDGEMENTS ARE CONTINUED ON THE NEXT PAGE]

ACKNOWLEDGMENT BY GRANTEE

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

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On _____, 2017, before me,

_____ *Here, insert Name and Title of Officer*

personally appeared

_____ *Name(s) of Signer(s)*

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

_____ *Signature of Notary Public*

ACKNOWLEDGMENT BY GRANTOR

STATE OF COLORADO _____)
_____) ss.
COUNTY OF BROOMFIELD _____)

I, _____, a Notary Public in and for the State of _____, do hereby
certify that _____ of
Level 3 Communications, LLC, did personally appear before me affixing his/her signature on the
attached document.

_____ Sworn and Subscribed this _____ day of _____, 2017.

_____ Notary Public

My commission expires _____.

[SEAL]

Attachment "A"
Legal Description
Variable Width Access Easement

A Portion of Lot 1, Lot 2 and Lot 40 in Block 29 and a portion of Lot 1 in Block 30, along with a portion of the alleys and "B" Street in the City of Lompoc, County of Santa Barbara, State of California as shown on map filed in Book 1 at Page 45 of Maps and Surveys in the office of the County Recorder of said County, said portions of alleys and streets being abandoned by the City of Lompoc by Resolution Number 1049 recorded September 4, 1959 as Instrument No. 29370 in Book 1662, Page 294 and Resolution Numbers 72 & 73 adopted on May 7, 1929, recorded September 15, 2004 as Instrument Number 2004-0098924 of Official Records in the office of the County Recorder of said County, more particularly described as follows:

The Easterly 20.00 feet of Lot 1 in Block 30 of aforesaid map; together with

The portion of "B" Street of aforesaid map adjacent to Lot 1 in Block 30 and Lot 40 in Block 29; together with

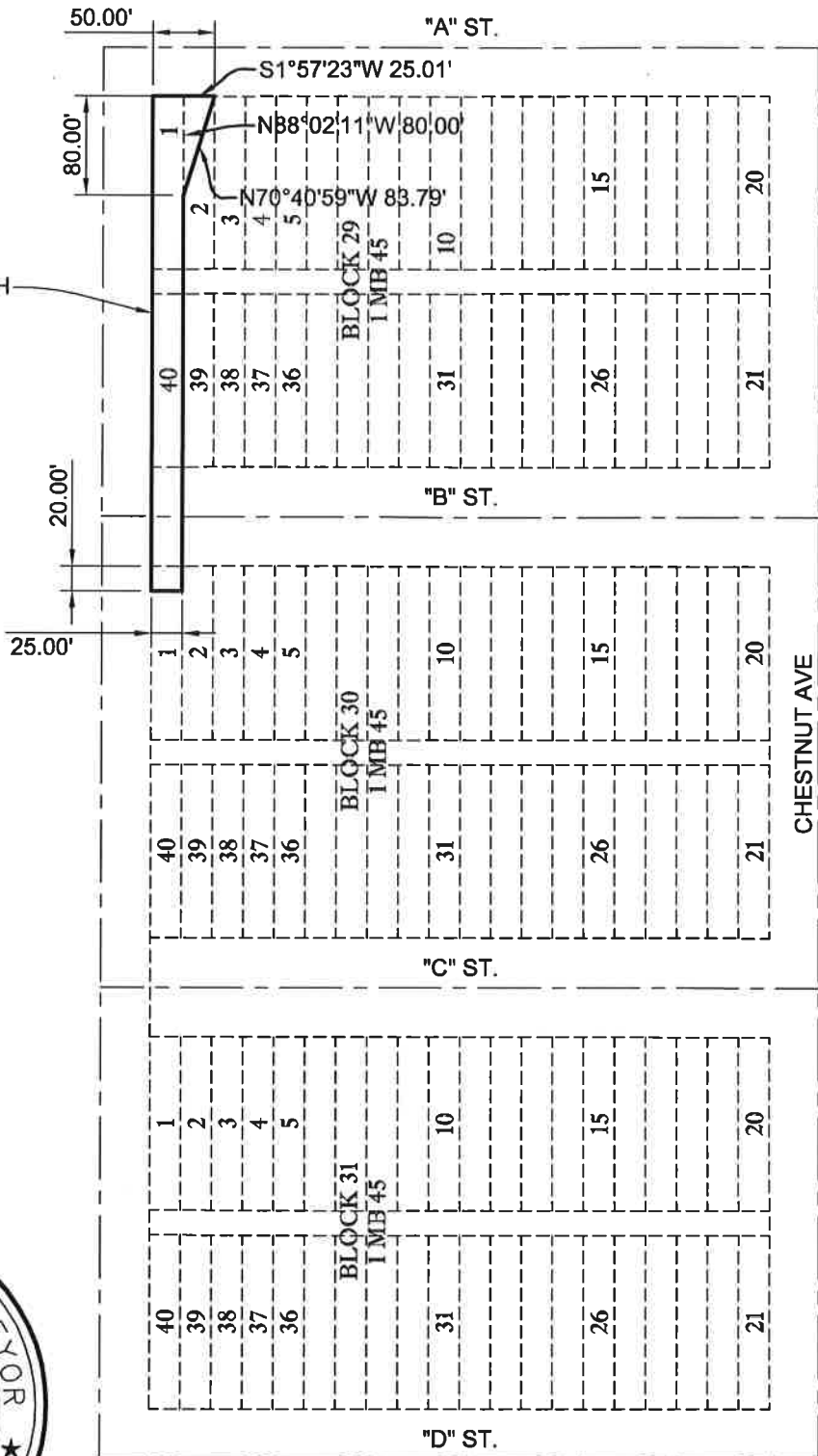
Lot 1 and Lot 40 of Block 29 of aforesaid map; together with

The portion of the alley in Block 29 adjacent to Lots 40 & 1 of aforesaid map; together with

A portion of Lot 2 of aforesaid map beginning at the Northeasterly most corner of Lot 2; thence Southerly along the easterly line of Lot 2 South 1° 57' 23" West, a distance of 25.00 feet, to the southeasterly most corner of Lot 2; thence North 70° 40' 59" West, a distance of 83.79 feet, to a point in the northerly line of Lot 2 bearing North 88° 02' 11" West, a distance of 80.00 feet from the northeasterly most corner of Lot 2; thence Along the northerly line of Lot 2 South 88° 02' 11" East, a distance of 80.00 feet to the point of beginning.

The above-described is graphically shown on attachment "B" attached hereto and incorporated herein by reference.





**ABOVE
GRADE
ENGINEERING**

1304 Broad Street, San Luis Obispo, CA 93401
phone: (805) 540-5115 • fax: (805) 540-5116

A California Corporation • Scott Status PE # 082364

**ATTACHMENT B
PLAT
ACCESS**

SCALE: N.T.S.
JOB NUMBER: 15034
BY: JNW
DATE: 04/25/17

EX-B

EXHIBIT "C"
SELLER'S FIRPTA CERTIFICATE

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Union Bank, a national banking association ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust and foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is _____; and
3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign the document on behalf of the Transferor.

Level 3 Communications, LLC

By: _____

Title: _____

EXHIBIT "D"

Location Map

