



TELEPHONE (805)922-1726
FAX (805)922-0677

www.SantaMariaAirport.com

**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
September 08, 2016**

**Atlantis Conference Room
Radisson Hotel
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Engel, Rafferty, Lahr, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD AUGUST 25, 2016.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT.**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
- 5. DISTRICT COUNSEL'S REPORT. (Ray Biering and Joshua George)**

6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE ACCESS AGREEMENT FOR THE AIRPORT MOBILE HOME PARK BETWEEN COMCAST AND THE DISTRICT.**
8. **REPORT ON MOBILE HOME PARK.**
9. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a. **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8)**
 - b. **Conference with Legal Counsel-Pending litigation pursuant to Government Code Section 54956.9(d): 1 case Gallardo/Alvarez v SMPAD 16CV03534**
 - c. **Pursuant to California Government Code Section 54956.9(d)(4) conference with legal Counsel-Decision to initiate Litigation-One Case.**
10. **DIRECTORS' COMMENTS.**
11. **ADJOURNMENT.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD AUGUST 25, 2016

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular place at 7:00 p.m. Present were Directors Engel, Lahr, Adams and Baskett, General Manager Hastert, Manager of Finance and Administration Reade and District Counsel Biering. Director Rafferty was absent.

1. MINUTES OF THE REGULAR MEETING HELD AUGUST 11, 2016.

Director Baskett made a Motion to approve the Regular Meeting Minutes held August 11, 2016. Director Lahr Seconded and it was carried by a 4-0 vote.

2. COMMITTEE REPORT(S):

a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) –The committee met to discuss the Airport Strategic Business Plan, Through the Fence Agreements and the current state of airline service. The final community members were selected to travel to Dallas to meet with American Airlines.

b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.

c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No Meeting Scheduled.

d) CITY & COUNTY LIAISON – No meeting scheduled.

e) STATE & FEDERAL LIAISON –Mr. Hastert would like to invite the committee to meet with a representative from Lois Capps office to discuss the project on the north end of the airport.

f) VANDENBERG LIAISON – No meeting scheduled.

g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met to discuss which projects should move forward.

3. GENERAL MANAGER'S REPORT. Mr. Hastert notified the board of a military exercise that took place at the airport on August 20th. Mr. Hastert briefly discussed the Tanker Base operations and then turned the discussion over to Jim Kunkle of Central Coast Jet Center to discuss in detail how the fires have impacted operations. Mr. Hastert described the reception of local Olympian Carlos Balderas upon arrival. Mr. Hastert provided updates on the current projects. Santa Maria Times is putting together a survey for local citizens to vote on which hubs they would like to travel to.

4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

Ms. Reade, the Manager of Finance and Administration, presented the Demand Register to the Board for review and approval.

a) Demand Register. The Demand Register, covering warrants 062881 through 062940 in the amount of \$73,959.87 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Lahr Seconded and it was carried by a 4-0 vote.

b) Delinquent Tenant. Received and filed.

5. DISTRICT COUNSEL'S REPORT. Nothing to report.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68

6. PUBLIC SESSION: Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. Authorization for the President and Secretary to execute the twenty-third amendment of Lease between the District and Mahoney Leasing. Director Adams made a Motion to approve. Director Lahr Seconded and it was carried by a 4-0 vote.
8. Authorization for the President and Secretary to execute the seventh amendment of Sub Lease between the District and Mahoney Brothers Incorporated. Director Lahr made a Motion to approve. Director Adams Seconded and it was carried by a 4-0 vote.
9. Authorization for the President and Secretary to execute the ninth amendment of Sub Lease between the District and CJJ Farming. Director Baskettt made a Motion to approve. Director Lahr Seconded and it was carried by a 4-0 vote.
10. Discussion and direction to staff regarding a Strategic Business Plan. Discussion was held between the Board and staff and it was the decision of the Board to table this for a later time.
11. Discussion and direction to staff regarding Through the Fence Developments. Mr. Hastert explained the need to understand the agreements. Discussion was held between the Board and staff. It was the decision of the Board to move forward with the assessment.
12. Authorization for up to two staff members to attend the AAAE Construction and Pavement Management training September 27-29, 2016 in Salt Lake City, UT. Discussion was held between the Board and staff regarding the purpose of the training. Director Baskettt made a Motion to approve. Director Engel Seconded and it was carried by a 3-1 vote. Director Adams opposed.

RECESS: At 7:48 p.m.

Return to OPEN SESSION: At 7:55 p.m. the Board and staff reconvened to Open Session.

13. CLOSED SESSION. At 7:55 p.m. the Board went into Closed Session to discuss the following item(s):
 - a.) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 1424 Fairway Drive (Government Code Section 54956.8)
 - b.) Conference with Real Property Negotiators (Chris Hastert, Kerry Fenton and District Counsel) Re: 3249 Terminal Dr. (Government Code Section 54956.8)
 - c.) Conference with Legal Counsel-Pending litigation pursuant to Government Code Section 54956.9(d): 1 case Gallardo/Alvarez v SMPAD 16CV03534
 - d.) Pursuant to California Government Code Section 54956.9(d)(4) conference with legal Counsel-Decision to initiate Litigation-One Case.

At 8:51 p.m., the Board and staff reconvened to Open Public Session.

There was one reportable action. The Board authorized the General Manager to enter into negotiations and finalize the deal with Mokulele Airlines.

14. DIRECTORS' COMMENTS: Director Adams had no comment.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Director Lahr had no comment.

Director Baskett had two comments. He updated the Board on the progress of bringing Customs back to Santa Maria. The Santa Maria Joint Union High School is trying to pass a bond for school improvements. The school would like to have students do an internship at the airport.

Director Engel is looking forward to a bright future for the airport.

- 15. ADJOURNMENT. Director Engel asked for a Motion to adjourn to a Regular Meeting to be held on September 08, 2016 at 7:00 p.m. at the regular meeting place. Director Lahr made that Motion, Director Adams Seconded and the Motion was carried by a 4-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 8:55 p.m. on August 25, 2016.

Carl Engel, President

Hugh Rafferty, Secretary

2016-2017

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 062941 to 063054 on Heritage Oaks Bank in the total amount of \$119,831.19.

CHRIS HASTERT
GENERAL MANAGER

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 062941 to 063054 on Heritage Oaks Bank in the total amount of \$119,831.19 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF SEPTEMBER 8, 2016.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District Demand Register

Check Register	Check Date	Vendor Name	Check Amount	Description
062941	8/25/2016	Chuck Adams	\$200.00	Directors Fees
062942	8/25/2016	David E. Baskett	\$200.00	Directors Fees
062943	8/25/2016	Carl Engel, Jr.	\$400.00	Directors Fees
062944	8/25/2016	Don Lahr	\$400.00	Directors Fees
062945	8/25/2016	Hugh Rafferty	\$100.00	Directors Fees
062946	8/29/2016	Andrea L. Brown-Nickle	\$4.85	P/R Correction
062947	8/29/2016	Brian Cronin	\$23.80	Expense Reimbursement
062948	8/29/2016	Kerry Fenton	\$5.97	Travel Expense
062949	8/29/2016	Sandra Gonzalez	\$0.16	
062950	8/29/2016	Carla Osborn	\$24.42	Travel Reimbursement
062951	9/1/2016	AT&T	\$141.43	Phone Service
062952	9/1/2016	City of Santa Maria-Util Div	\$7,197.93	Water Invoices
062953	9/1/2016	Comcast	\$549.80	Cable/Internet /Digital Voice
062954	9/1/2016	Frontier Communications	\$202.21	Telephone Service
062955	9/1/2016	Hartford	\$2,485.49	Deferred Income
062956	9/1/2016	Lee Central Coast Newspapers	\$219.10	Main Hangar Exterior Upgrades
062957	9/1/2016	PERS - Medical	\$12,368.68	Medical Benefits
062958	9/1/2016	PERS - Retirement	\$4,439.90	PERS - Retirement
062959	9/1/2016	Pacific Gas & Electric Company	\$18,191.69	Terminal/Admin./Main Hangar
062960	9/1/2016	Principal Financial Group	\$3,162.88	Dental, Life & Disability
062961	9/1/2016	Verizon Wireless	\$666.50	Cell Phones
062962-063023		Void		Void
063024	9/6/2016	American Industrial Supply	\$132.77	Lighting & Nav Aid Maint.
063025	9/6/2016	Bedford Enterprises, Inc.	\$252.06	Trash Removal
063026	9/6/2016	Blueglobes, Inc.	\$537.30	Lighting & Nav Aid Maint.
063027	9/6/2016	Bomar Security & Investigation	\$5,545.04	Security Service
063028	9/6/2016	Brumit Diesel, Inc.	\$6,502.59	ARFF Vehicle Maint.
063029	9/6/2016	Consolidated Electrical Distributors, Inc	\$51.22	Lighting Maintenance
063030	9/6/2016	City of Santa Maria	\$19,246.90	Security Service
063031	9/6/2016	Clark Pest Control	\$414.00	Pest Control - Terminal & Adm.
063032	9/6/2016	Retail Services	\$373.71	Office Supplies & Sundries
063033	9/6/2016	De Lage Landen	\$74.55	Lease/Maint. - Copier
063034	9/6/2016	The Gas Company	\$292.35	Utilities
063035	9/6/2016	Grand Performance Music &Sound	\$666.25	Sound System - Board Room
063036	9/6/2016	Hayward Lumber Company	\$242.29	MHP - Maintenance
063037	9/6/2016	Home Depot	\$32.35	Building Maintenance
063038	9/6/2016	J B Dewar, Inc	\$2,075.89	Fuel Expense - Gas/Diesel
063039	9/6/2016	Keylock Security Specialists	\$1,541.20	Maint.of Access Control System
063040	9/6/2016	Mar Teeny Designs	\$200.00	Web Page Maint.

Santa Maria Public Airport District Demand Register

063041	9/6/2016 McMasters and Carr	\$112.93	Building Maint. - Terminal
063042	9/6/2016 Mission Uniform Service	\$212.61	Uniform Service
063043	9/6/2016 Office Depot	\$130.63	Office Supplies
063044	9/6/2016 Orchard Supply Hardware	\$319.28	Hardware & Supplies
063045	9/6/2016 Quinn Company	\$157.22	
063046	9/6/2016 Ray Zierman Backflow Service	\$527.04	Backflow Testing
063047	9/6/2016 ReadyRefresh by Nestle	\$85.09	Water Delivery
063048	9/6/2016 S Lombardi & Assoc., Inc.	\$5,810.00	Airport Advertising
063049	9/6/2016 Sousa Tire Service, LLC	\$15,518.36	ARFF Vehicle Maint.
063050	9/6/2016 Sy Tech Solutions	\$3,800.00	Computer Support Services
063051	9/6/2016 Ultrex Business Solutions	\$65.23	Office Supplies
063052	9/6/2016 United Refrigeration, Inc.	\$71.22	Building Maint. - Terminal
063053	9/6/2016 Your People Professionals	\$3,691.00	Employee Recruitment
063054	9/6/2016 Zee Medical Service Company	\$165.30	First Aid
	Total Checks Written	\$119,831.19	

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on September 8, 2016, by and between Comcast of Santa Maria, LLC (the "Company") and Santa Maria Public Airport District (the "District") who owns or has control over certain real estate and improvements thereon located at 4000 South Blosser Road, Santa Maria, CA 93455 (the "Premises"), commonly known as "Village Mobile Home Park," consisting of 96 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Santa Maria, California (the "Franchise Area"). The District desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the mutually agreed upon demarcation points located at the Premises (the "Demarcation Points") including but not limited to distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices (collectively, the "Company Wiring"). Installation and use of the wiring after the Demarcation Points necessary to provide the Services to the individual single family homes shall be contained in contracts between the Company and the individual residents. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) Use and Maintenance of Wiring. The District has the authority to grant and does hereby grant to the Company during the term hereof the right to operate, maintain, repair and replace, as necessary, the Company Wiring on the Premises. Neither the District nor any third party shall tap into, use or otherwise interfere with the Company Wiring or any portion thereof for any purpose.

c) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the Company Wiring except as otherwise provided in this Agreement.

d) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company.

2. Easement. The District has the authority to grant and does hereby grant to the Company non-exclusive easement to operate the Company Wiring (the "Easement") for the term of this Agreement and a period of 6 months thereafter. The District hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The District shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The District shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The District has the authority to grant and does hereby grant to the Company during the term hereof the non-exclusive right to deliver the Services to the Premises, unless otherwise required by applicable law. The District shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The District assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.
7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident, the District or another provider does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the District or resident, as the case may be.

9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the District and the Company and their respective successors and assigns for a term of 5 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 5 years unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.

10. Insurance. The Company shall secure and maintain, without cost to the District, in full force and effect at all times during the term of this Agreement the following types and minimum amounts of insurance:

a) Commercial general liability insurance, including bodily injury and death liability, property damage liability, premises liability, completed operations and products liability coverage, contractual liability, public liability, and owners and contractor's protective coverage with a combined single limit of liability of at least \$1,000,000 for each accident or occurrence.

b) For and during the time the Company has vehicles or mobile equipment which are used in, on or about the Premises, automobile and mobile equipment liability insurance covering all vehicles and mobile equipment used by the Company on the Premises providing bodily injury, personal injury and death liability limits of not less than \$1,000,000 per person per occurrence and property damage of not less than \$500,000 for each accident or occurrence.

c) The District shall be named as an additional insured in each policy required herein without offset to any insurance policies of the District.

d) The Company shall provide the District with copies a certificates issued by the insurer evidencing the insurance required under this Section,.

e) The foregoing limits of liability coverage may be annually reviewed by the District and the District may request to increase or decrease the limits of liability of such liability insurance set forth herein. If the Company agrees to such change, the parties shall amend this Agreement. .

11. Indemnification. The Company shall defend, indemnify and hold harmless the District, its directors, officers, employees, agents and representatives and the Premises at all times from and against any and all liability, suits, proceedings, liens, actions, penalties, damages, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which the District may incur, sustain or be subject to (collectively "Liability") arising out of or in any way connected with the acts or omissions of the Company or its officers, agents, employees, in the operation, maintenance or removal of the Company Wiring, the Services provided to the residents pursuant to this Agreement or a breach of this Agreement. The forgoing indemnification excludes only Liability caused by the sole active negligence of the District or its willful misconduct. The Company shall also defend (, indemnify and hold the District harmless from and against, all Liability, including third party claims, environmental requirements and environmental damages (as defined in Exhibit "B", Hazardous Material Definitions), costs of investigation and cleanup, penalties, fines, and losses (including, without limitation, diminution in property value of the Premises or the Airport or the improvements thereon or the District's property or improvements in the vicinity of the Premises) of whatever kind or

nature, which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal (collectively "Release") of any toxic or hazardous materials (defined in Exhibit "B") which occurs in, on or about the Premises or the Airport as the result of any activities of the Company under this Agreement The Company shall notify the District immediately of any Release of any toxic or hazardous material on the Premises.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) Termination Due to Change of Use. Notwithstanding anything in this Agreement to the contrary, in the event the District ceases to operate the Premises as a mobile home park, the District shall provide the Company written notice at least six (6) months prior to ceasing such operation. Provided that the Company has received such notice, this Agreement shall automatically terminate at the end of the notice period, but shall not relieve the District of liabilities incurred prior to such termination date. Six months after such termination of the Agreement and if requested by the District, the Company will execute a termination of the easement granted to the Company under this Agreement.

14. Removal of Company Wiring.

a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 14(a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring to provide the Services. This Section shall survive the termination of this Agreement.

15. Marketing Support. The term “Marketing Support” shall include, but not be limited to, the District’s presentation of the Company’s marketing materials for the Company’s services, as set forth in the table below, to existing and prospective residents. Marketing materials may include, at the Company’s discretion, brochures, channel lineups, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company .

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the District sells, assigns, transfers or otherwise conveys the Premises to a third party, the District shall give the Company prior written notice of such change of ownership or control. The District shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the District:

Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455
Attn.: Airport Manager

If to the Company:

Comcast of Santa Maria, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Subject to the recording of this Agreement (or a memorandum summarizing the material terms) as set forth above and except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the District or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DISTRICT

WITNESS/ATTEST:

Santa Maria Public Airport District

Name: _____

By: _____
Name: _____
Title: _____

COMPANY

ATTEST:

Comcast of Santa Maria, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional Vice President Sales and
Marketing

EXHIBIT A

(see attached)

THIS PAGE LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

**Comcast of Santa Maria, LLC
3055 Comcast Place
Livermore , CA 94551
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO
VALUE. No Consideration Based on
Full Value. R&T Code §11911**

**Signature of Declarant
On behalf of Comcast or its affiliates**

APN: 111-231-010

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated September 8, 2016, is made by and between Comcast of Santa Maria, LLC, its successors and assigns ("Grantee") and Santa Maria Public Airport District ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated September 8, 2016 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in , Santa Barbara County California described as follows:

Address Range(s) and Street(s): 4000 South Blosser Road

City / State / Zip Code: Santa Maria, CA 93455

APN(s): 111-231-010 (if multiple APN's, include in legal description)

Commonly Known As: Village Mobile Home Park

LEGAL DESCRIPTION:
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the Premises for the term of the Agreement and for a period of 6 months thereafter.

GRANTOR:

Santa Maria Public Airport District,

By: _____

Name: _____
(Print or type)

Title: _____

ACKNOWLEDGMENT

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 this document.

State of California
County of _____

On _____ before me, _____,
(here insert name and title of the 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 _____

(Seal)

**ATTACHMENT A
LEGAL DESCRIPTION**

**A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA, WITH A
SITUS ADDRESS OF ,, CA CURRENTLY OWNED BY SANTA MARIA PUBLIC AIRPORT DISTRICT HAVING A
TAX ASSESSOR NUMBER OF 111-231-010 AND DESCRIBED IN DOCUMENT NUMBER 38945 RECORDED
06/30/1986.**

EXHIBIT B
HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(I) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Premises or the Airport causes or threatens to cause a nuisance upon the Premises or the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Premises or Airport or migrating or threatening to migrate from the Premises, or the existence of a violation of "Environmental Requirements" pertaining to the Premises as the result of the Company's use or occupancy of the Premises including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises (foreseeable or unforeseeable);

2. Fees incurred for the services of attorneys, consultants, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Premises, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises.

EXHIBIT "C"

RIDER

Rider to the Services Agreement dated September 8, 2016, herein called "Agreement") between Santa Maria Public Airport District (herein called the "District") and (herein called the "Company").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. The Company, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Company shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Company does hereby agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Company shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the District shall have the right to terminate the Agreement subject to the provisions of Section 13 therein. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. The Company shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.;

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate the Agreement subject to the provisions of Section 13 therein without liability therefor or at the election of the

District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

7. The Company assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Company assures that it will require that its covered suborganizations provide assurances to the Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. The District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the the Company and without interference or hindrance.

9. The District reserves the right, but shall not be obligated to the Company, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the the Company in this regard.

10. The Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

12. There is hereby reserved to the District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

13. The Company will not erect nor permit the erection of any structure or object at the Premises above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to remove the offending structure of object at the expense of the Company.

14. The Company will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a

hazard. In the event the aforesaid covenant is breached, the District reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the Company.

15. The Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on September 8, 2016, by and between Comcast of Santa Maria, LLC (the "Company"), and Santa Maria Public Airport District, (the "District"), who owns or has control over certain real estate and improvements thereon located at 4000 South Blosser Road, Santa Maria, CA 93455 (the "Premises") consisting of 96 units.

WHEREAS, the Company and the District desire to enter into a Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the District a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the District entering into a Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the District a per unit fee of \$50.00 (total \$4,800.00 (the "Per Unit Compensation")) payable within 75 days after the execution of this Compensation Agreement and Agreement by both parties. The District shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The District's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The District represents, warrants and covenants to the Company that:
 - a) The District is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
 - b) The District has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the District, (i) this Compensation Agreement shall terminate immediately, (ii) the District's right to receive the Per Unit Compensation shall terminate immediately and (iii) the District shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the District, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All disputes under this Compensation Agreement shall be submitted to, and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each party shall appoint an arbitrator and the two arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to collect from the non-prevailing party, all costs of the arbitration, including reasonable attorneys' fees.

[the remainder of this page left blank intentionally]

9. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455
Attn.: Airport Manager

If to the Company:

Comcast of Santa Maria, LLC
3055 Comcast Place
Livermore, CA 94551
Attn.: MDU Manager

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

10. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the District or the Company to reasonably conduct its business.

11. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

12. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

DISTRICT

WITNESS/ATTEST:

Santa Maria Public Airport District

Name: _____

By: _____
Name: _____
Title: _____

COMPANY

ATTEST:

Comcast of Santa Maria, LLC

Name: _____

By: _____
Name: Elaine Barden
Title: Regional Vice President Sales and Marketing