



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

**Thursday  
September 26, 2024**

**Administration Building  
Airport Boardroom  
6:00 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: Moreno, Adams, Brown, Clayton, Baskett**

- 1. MINUTES OF THE REGULAR MEETING HELD SEPTEMBER 12, 2024**
- 2. COMMITTEE REPORT(S):**
  - a) EXECUTIVE
  - b) ADMINISTRATION & FINANCIAL
  - c) SAFETY & SECURITY
  - d) REAL ESTATE
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT
  - f) GOVERNMENT AFFAIRS
  - g) MARKETING & PROMOTIONS
  - h) GENERAL AVIATION
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
  - a) Demand Register
  - b) Budget to Actual
  - c) Financial Statements

5. **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 a time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
6. **PRESENTATION BY ESMERALDA MENDOZA OF THE SANTA MARIA MUSEUM OF FLIGHT.**
7. **DISCUSSION AND AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE ESTOPPEL CERTIFICATE, REVERTER AGREEMENT, AND OTHER DOCUMENTS RELATED TO THE DISTRICT'S GROUND LEASE FOR THE PROPERTY LOCATED AT 3455 SKYWAY DRIVE (RADISSON HOTEL).**
8. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
  - a) **Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379)**
9. **DIRECTORS' COMMENTS.**
10. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD SEPTEMBER 12, 2024

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 6:00 p.m. Present were Directors Moreno, Adams, Brown, Clayton, and Baskett. General Manager Pehl, Manager of Finance & Administration Reade, and District Counsel Cheung.

1. MINUTES OF THE REGULAR MEETING HELD August 22, 2024. Director Brown made a Motion to approve the minutes of the regular meeting held August 22, 2024. Director Baskett Seconded and it was carried by a 4-0 vote. Director Adams abstained.
2. COMMITTEE REPORT(S):
  - a) EXECUTIVE – The committee met to set the agenda.
  - b) ADMINISTRATION & FINANCIAL – No meeting scheduled.
  - c) SAFETY & SECURITY – No meeting scheduled.
  - d) REAL ESTATE – The committee met to discuss an existing lease, and they met again with City staff to discuss easements and well projects.
  - e) AIRPORT PLANNING & CAPITAL IMPROVEMENT– No meeting scheduled.
  - f) GOVERNMENT AFFAIRS – No meeting scheduled.
  - g) MARKETING & PROMOTIONS – No meeting scheduled.
  - h) GENERAL AVIATION – No meeting scheduled.
3. GENERAL MANAGER’S REPORT: General Manager Pehl updated the Board on the “A” Street rezoning project. The project was approved by SBCAG and the Airport Land Use Commission. President Moreno and Mr. Pehl attended a tour of Diablo Canyon with the Santa Maria Valley Chamber of Commerce. Mr. Pehl met with a Tiger Salamander expert from UCLA and toured the conservation area. He also met with Supervisor Nelson and the Santa Barbara County Land Trust to discuss their potential involvement in the conservation area. Mr. Pehl discussed an ongoing project that is in the process of getting a lot line adjustment and may require an annexation of the parcel due to sewage lines.
4. The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.
  - a) Demand Register. The Demand Register, covering warrants 073006 through 073018 in the amount of \$283,865.56, was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Clayton Seconded and it was carried by a 5-0 vote.
5. 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.

Chase Pietenpol, a member of the Friends of Santa Maria Airport tenant group, requested that President Moreno put a six-year freeze on hangar rent increases.

6. Authorization for the President and Secretary to execute the Service Agreement between the District and Controlled Key Systems, Inc., for the Physical Access Control, Video Surveillance, and Intrusion Detection Systems installation for the U.S. Customs building located at 3335 Corsair Circle, Santa Maria, CA 93455. This item was tabled until a future meeting.
7. Authorization for the President and Secretary to execute the Abandonment of Easement for water purposes and authorization for the President and Secretary to execute the Grant of Easement for water purposes between the District and the City of Santa Maria for well site #15. Brett Fulgoni, Director of Public Works, discussed the project and the need for the easements. Director Baskett made a Motion to approve the Abandonment of Easement. Director Brown Seconded and it was carried by a 5-0 vote. Director Brown made a Motion to approve the Grant of Easement. Director Baskett Seconded and it was carried by a 5-0 vote.
8. Discussion and approval of the Santa Maria Airport gas supply line relocation project and Authorization for the President to execute the project's Notice of Exemption under the California Environmental Quality Act. Director Clayton made a Motion to approve. Director Adams Seconded and it was carried by a 5-0 vote.
9. Discussion and direction to staff regarding the Drainage and Taxiway "C" project. Discussion was held and direction was given to continue with the project.
10. Closed Session. At 6:24 p.m. the Board went into Closed Session to discuss the following item(s):
  - a) Conference with Legal Counsel-Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9): Santa Maria Public Airport District v. California State Water Resources Control Board et al. (San Luis Obispo Superior Court Case No. 24CV-0379).

At 6:50 pm., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

11. Directors' Comments. Director Brown is excited for the air show.

Director Adams stated it was good to be back.

Director Clayton stated it was good to have Director Adams back and he is frustrated with the Water Board.

Director Baskett expressed his disapproval of board action to increase hangar rates over the past two years.

President Moreno welcomed back Director Adams. He is excited for the air show and notified the public of the October 10<sup>th</sup> meeting cancellation.

12. Adjournment: President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on September 26, 2024, at the regular meeting place. Director Brown made that Motion, Director Adams Seconded and it was carried by a 5-0 vote.

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 6:54 p.m. on September 12, 2024.

---

Ignacio Moreno, President

---

Steven Brown, Secretary

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 073019 to 073080 and electronic payments on Pacific Premier Bank and in the total amount of \$268,652.23.

\_\_\_\_\_  
MARTIN PEHL  
GENERAL MANAGER

\_\_\_\_\_  
DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 073019 to 073080 and electronic payments on Pacific Premier Bank in the total amount of \$268,652.23 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 26, 2024.

\_\_\_\_\_  
STEVE BROWN  
SECRETARY

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73019	9/9/2024	Adamski Moroski	\$20,101.96	Legal Counsel Services
* 73020	9/9/2024	Advantage Answering Plus	\$383.17	Answering Service
* 73021	9/9/2024	American Industrial Supply	\$41.99	Vehicle Maintenance
* 73022	9/9/2024	AT&T	\$185.22	Telephone Service
* 73023	9/9/2024	BMI PacWest	\$916.19	Terminal Maintenance
* 73024	9/9/2024	Bomar Security & Investigation	\$7,500.00	Security Service
* 73025	9/9/2024	Boyer's Diesel	\$764.10	Vehicle Maintenance
* 73026	9/9/2024	Central City Tool Supply, Inc.	\$201.94	Shop Supplies
* 73027	9/9/2024	City of Santa Maria	\$530.00	Construction Meter Fees
* 73028	9/9/2024	CNH Industrial Accounts	\$1,287.15	Vehicle Maintenance
* 73029	9/9/2024	Coast Networx	\$210.00	Network Support Services
* 73030	9/9/2024	Comcast	\$1,344.62	Cable/Internet/Digital Voice
* 73031	9/9/2024	Digital West	\$950.65	Network Services - Terminal
* 73032	9/9/2024	Econ Alliance	\$500.00	Airport Advertising
* 73033	9/9/2024	Grainger	\$50.41	Shop Supplies
* 73034	9/9/2024	Gsolutionz, Inc.	\$80.08	GPS Services -Phones- October 2024
* 73035	9/9/2024	Heath, Ray	\$3,575.20	Consulting Svcs - Contingencies
* 73036	9/9/2024	Home Depot	\$736.86	Pavement/Hangar Maintenance
* 73037	9/9/2024	J B Dewar, Inc	\$920.79	Unleaded/Diesel Fuel
* 73038	9/9/2024	J.D. Humann Landscape Contr.	\$1,051.03	Landscaping - Terminal
* 73039	9/9/2024	LSC Communications	\$38.93	FAA Publications
* 73040	9/9/2024	MarTeeny Designs	\$275.00	Website Maintenance
* 73041	9/9/2024	Mead & Hunt, Inc.	\$7,500.00	Airport Consulting Service
* 73042	9/9/2024	Mission Linen Service	\$417.96	Uniform Service
* 73043	9/9/2024	Mr. Backflow	\$873.00	Annual Testing of Backflow Devices
* 73044	9/9/2024	Napa Auto Parts	\$218.72	Vehicle Maintenance
* 73045	9/9/2024	Oberon3, Inc	\$50.00	Building Maintenance
* 73046	9/9/2024	Outdoor Supply Hardware	\$699.49	Terminal Maintenance
* 73047	9/9/2024	Pathpoint	\$1,862.40	Airport Maint. Svc - Window Cleaning
* 73048	9/9/2024	Perry's Electric Motors & Controls	\$413.12	Admin Maintenance
* 73049	9/9/2024	Quinn Company	\$82.65	Vehicle Maintenance
* 73050	9/9/2024	RB Clean & Sweep	\$500.00	Street Sweeping
* 73051	9/9/2024	SCS Engineers	\$142.50	PFAS Workplan for Assessment
* 73052	9/9/2024	Service Star	\$12,754.14	Janitorial Service
* 73053	9/9/2024	U.S. Bank Equipment Finance	\$558.39	RICOH Lease
* 73054	9/9/2024	Unity Courier Service	\$10.55	Tenant Refund
* 73055	9/9/2024	Verizon Wireless	\$1,158.09	Mobile Devices
* 73056	9/9/2024	VTC Enterprises	\$42.00	Trash - Paper Recycling
* 73057	9/9/2024	West Coast Industrial Supply	\$145.18	Shop Supplies
* 73058	9/19/2024	Adams, Chuck	\$200.00	Director's Fees

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 73059	9/19/2024	Adamski Moroski	\$8,211.37	Legal Counsel Services
* 73060	9/19/2024	Baskett, David	\$200.00	Director's Fees
* 73061	9/19/2024	Brown, Steve	\$200.00	Director's Fees
* 73062	9/19/2024	C.J. Brown & Company, CPAs	\$3,913.00	Annual Audit
* 73063	9/19/2024	City of Guadalupe	\$29,578.25	Security Service/LEO
* 73064	9/19/2024	Comcast Business	\$2,205.77	Internet Service
* 73065	9/19/2024	Costco Wholesale Membership	\$130.00	Annual Membership Renewal x2
* 73066	9/19/2024	Goodchild Electric	\$277.21	Lighting Maintenance - Hangars
* 73067	9/19/2024	Groveman Hiete LLP	\$24,217.26	Legal Counsel Services
* 73068	9/19/2024	Gsolutionz, Inc.	\$406.94	Voice Services 8/22/24 - 9/21/24
* 73069	9/19/2024	Huntington, Kim	\$253.00	Tenant Refund - 3107-H
* 73070	9/19/2024	J B Dewar, Inc	\$3,587.49	Fuel Expense
* 73071	9/19/2024	Langan CA, Inc.	\$3,815.00	Environmental Consulting Services
* 73072	9/19/2024	Moreno, Ignacio	\$400.00	Director's Fees
* 73073	9/19/2024	Pacific Telemanagement Services	\$343.00	Pay Phone Svcs - Terminal
* 73074	9/19/2024	Quadient Leasing USA, Inc.	\$440.67	Postage Machine Lease 10/13/24 - 1/12/25
* 73075	9/19/2024	RRM Design Group	\$6,095.10	SMX Spec Plan Amendment/Parcel Rezoning
* 73076	9/19/2024	Skyway Nights LLC	\$4,000.00	Airport Advertising
* 73077	9/19/2024	Sousa Tire Service, LLC	\$1,920.54	Vehicle Maintenance
* 73078	9/19/2024	State Water Resources Control Board	\$1,113.16	Site Cleanup Program 4/1/24 - 6/30/24
* 73079	9/19/2024	The Widroe Group, Inc.	\$18,000.00	Consulting Services
* 73080	9/19/2024	Transportation Security Clearinghouse	\$12,000.00	Airbadge Integrated Services - Annual
		Subtotal	<u>\$190,581.24</u>	
ACH	9/10/2024	CalPers	\$7,326.92	Employee Retirement
ACH	9/11/2024	CalPers	\$15,685.16	Employee Health Insurance
ACH	9/12/2024	Paychex	\$30,100.61	Payroll
ACH	9/12/2024	Paychex	\$8,294.71	Payroll Taxes
ACH	9/12/2024	Collective Communications	\$7,500.00	Collective Strategies
ACH	9/13/2024	Paychex	\$209.20	Paychex Invoice
ACH	9/13/2024	De Lage Landen	\$83.74	Copier
ACH	9/13/2024	Pacific Premier Bank	\$274.22	Analysis Activity
ACH	9/16/2024	Empower Retirement	\$5,763.68	Employee Paid Retirement
ACH	9/16/2024	The Gas Company	\$145.94	Utilities - Gas
ACH	9/16/2024	PG&E	\$1,857.19	Terminal/Admin/Hangar Electricity
ACH	9/16/2024	CalPers	\$700.00	GASB Report
ACH	9/16/2024	Frontier	\$129.62	Telephone Service



**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
		Subtotal	<u>\$78,070.99</u>	
		Total	<u><u>\$268,652.23</u></u>	

**Santa Maria Public Airport District**  
**Budget vs. Actual - YTD**  
**As of August 31, 2024**

	<u>YTD</u>	<u>YTD BUD</u>	<u>VARIANCE</u>	<u>%</u>
61000-Landing fees	2,943.15	15,000.00	(12,056.85)	(80.4 %)
61100-Tiedowns	4,682.00	4,750.00	(68.00)	(1.4 %)
61200-Fuel Flowage Fees	49,045.56	16,666.68	32,378.88	194.3 %
62000-T-Hangar	86,366.00	103,339.00	(16,973.00)	(16.4 %)
62100-Corporate Hangar	60,622.00	72,652.34	(12,030.34)	(16.6 %)
62200-Owner Build Hangar	3,994.00	3,994.00	0.00	.0 %
63000-T-Hangar Storage	8,334.00	8,583.34	(249.34)	(2.9 %)
64100-Main Hangar	23,504.00	23,500.00	4.00	.0 %
64200-Commercial Aviation	72,568.68	66,166.68	6,402.00	9.7 %
64300-Land Lease - Commercial Aviation	16,422.00	16,433.34	(11.34)	(.1 %)
65000-Car Rental	31,576.66	32,500.00	(923.34)	(2.8 %)
65100-Terminal Space Lease	28,463.64	28,500.00	(36.36)	(.1 %)
66100-Agricultural Lease	192,016.72	302,806.68	(110,789.96)	(36.6 %)
66200-Non Aviation Land Leases	74,280.25	68,166.68	6,113.57	9.0 %
66300-Cell Tower Lease	10,100.00	10,100.00	0.00	.0 %
66400-Mobile Home Parks	92,322.87	93,166.68	(843.81)	(.9 %)
67000-Administrative Income	3,360.00	3,666.68	(306.68)	(8.4 %)
67210-Leo Reimbursement	0.00	1,166.68	(1,166.68)	(100.0 %)
69100-Interest and Investment Earnings	50,394.94	41,666.68	8,728.26	20.9 %
69120-PFC Revenue	5,414.93	10,833.30	(5,418.37)	(50.0 %)
69200-Tax Revenues	0.00	404,333.34	(404,333.34)	(100.0 %)
<b>Total Income</b>	<b>816,411.40</b>	<b>1,327,992.10</b>	<b>(511,580.70)</b>	<b>(38.5 %)</b>
80000-G&A	5,434.84	2,333.34	3,101.50	132.9 %
80001-MHP - Maintenance	2,402.25	5,166.68	(2,764.43)	(53.5 %)
80002-MHP - MHP Liability Insurance	0.00	2,333.34	(2,333.34)	(100.0 %)
80003-MHP - Property Management	4,700.00	4,700.00	0.00	.0 %
80004-MHP - Salaries/ Employee Related	24,217.72	21,333.34	2,884.38	13.5 %
80005-MHP - Utilities	35,388.50	33,333.34	2,055.16	6.2 %
80100-Salaries- Administration	76,607.55	87,000.00	(10,392.45)	(11.9 %)
80101-Salaries - Maintenance & Operations	84,221.02	90,966.68	(6,745.66)	(7.4 %)
80102-Employee Benefits - Other	9,971.28	9,500.00	471.28	5.0 %
80104-Employee Benefits - Medical	44,753.88	47,166.68	(2,412.80)	(5.1 %)
80105-Medicare Tax	3,194.13	2,583.34	610.79	23.6 %
80106-PERS Retirement	47,053.17	59,133.34	(12,080.17)	(20.4 %)
81000-ARFF Services	0.00	165,500.00	(165,500.00)	(100.0 %)
81100-Electricity	47,511.22	38,916.74	8,594.48	22.1 %
81200-Natural Gas	297.55	1,900.02	(1,602.47)	(84.3 %)
81300-Water	13,196.49	18,333.38	(5,136.89)	(28.0 %)
81600-Communications	10,557.15	13,379.18	(2,822.03)	(21.1 %)
81601-Communications - Alarm	2,554.98	2,600.00	(45.02)	(1.7 %)
81602-Communications - Wireless	2,978.75	2,983.34	(4.59)	(.2 %)
81603-Communications - Access Control	220.61	216.68	3.93	1.8 %
82400-Supplies Office	2,138.28	7,333.36	(5,195.08)	(70.8 %)
82410-Supplies Shop	12,576.59	5,000.00	7,576.59	151.5 %
82500-Fuel Expense	5,916.84	7,666.68	(1,749.84)	(22.8 %)
83000-Maintenance - Misc	1,112.82	3,550.06	(2,437.24)	(68.7 %)
83001-Maintenance - Lighting	3,147.09	4,416.70	(1,269.61)	(28.7 %)

83002-Maintenance - Generator	0.00	1,250.02	(1,250.02)	(100.0 %)
83003-Maintenance - Pavement	3,575.09	5,666.70	(2,091.61)	(36.9 %)
83004-Maintenance - Weed/Wildlife	6,093.93	10,000.00	(3,906.07)	(39.1 %)
83005-Maintenance - Fencing & Gates	1,682.50	3,216.70	(1,534.20)	(47.7 %)
83006-Maintenance - Building	9,893.27	12,617.90	(2,724.63)	(21.6 %)
83007-Maintenance - Fire Alarm	373.22	1,066.64	(693.42)	(65.0 %)
83008-Maintenance - Drainage	558.43	2,500.02	(1,941.59)	(77.7 %)
83100-Signs	832.97	1,416.74	(583.77)	(41.2 %)
84000-Equipment Lease	1,745.77	1,666.68	79.09	4.7 %
84500-Janitorial	23,091.00	23,063.70	27.30	.1 %
84700-Landscaping	6,006.03	12,330.54	(6,324.51)	(51.3 %)
85000-Vehicle Maintenance	12,260.97	12,833.30	(572.33)	(4.5 %)
85400-Dues and Membership	62,141.98	12,500.00	49,641.98	397.1 %
86000-Advertising	5,705.00	8,333.34	(2,628.34)	(31.5 %)
86001-Consulting - Admin	18,287.16	19,444.00	(1,156.84)	(5.9 %)
86002-Consulting Professional	66,326.00	42,545.68	23,780.32	55.9 %
86003-Consulting - Legal	69,329.27	44,583.34	24,745.93	55.5 %
86004-Consulting - Security	45,549.50	81,833.34	(36,283.84)	(44.3 %)
86005-Bank Fees	453.61	400.00	53.61	13.4 %
86006-Computer Software	115,498.50	23,916.68	91,581.82	382.9 %
86007-Customs	0.00	20,833.34	(20,833.34)	(100.0 %)
86015-Depreciation - Hangar Area	0.00	4,500.00	(4,500.00)	(100.0 %)
86025-Depreciation - Landing Area	0.00	333,333.34	(333,333.34)	(100.0 %)
86035-Depreciation - FBO	0.00	4,166.68	(4,166.68)	(100.0 %)
86045-Depreciation - Revenue Gen Land	0.00	39,333.34	(39,333.34)	(100.0 %)
86055- Depreciation - Terminal Area	0.00	65,333.34	(65,333.34)	(100.0 %)
86100-Depreciation - Administration	0.00	7,500.00	(7,500.00)	(100.0 %)
86200-Insurance	0.00	74,333.34	(74,333.34)	(100.0 %)
86500-Permits	0.00	2,000.00	(2,000.00)	(100.0 %)
86600-Education and Recognition	1,390.00	3,879.18	(2,489.18)	(64.2 %)
86700-Business Travel	(463.30)	5,000.00	(5,463.30)	(109.3 %)
86800-Fire Fighting Training	0.00	4,500.00	(4,500.00)	(100.0 %)
86900-Election Expense	0.00	3,333.34	(3,333.34)	(100.0 %)
88001-Airfest Expense - Sponsorship	75,000.00	12,500.00	62,500.00	500.0 %
Total Expenses	965,483.61	1,539,077.44	(573,593.83)	(37.3 %)
Net Income	(149,072.21)	(211,085.34)	62,013.13	(1.3 %)

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of August 31, 2024**

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	7,625.15	3,289.50	3,812.58	115.9 %
Fuel flowage fees	49,045.56	26,361.72	24,522.78	93.0 %
Subtotal	56,670.71	29,651.22	28,335.36	95.6 %
Hangar area				
T-Hangar	86,366.00	51,150.00	43,183.00	84.4 %
Corporate T-Hangars	60,622.00	35,609.00	30,311.00	85.1 %
T-Hangar Storage Units	8,334.00	4,167.00	4,167.00	100.0 %
Owner Build Hangars	3,994.00	1,997.00	1,997.00	100.0 %
Subtotal	159,316.00	92,923.00	79,658.00	85.7 %
FBO Area				
Main Hangar	23,504.00	11,752.00	11,752.00	100.0 %
Commercial Hangars	72,568.68	36,209.86	36,284.34	100.2 %
Land Leases	16,422.00	8,211.00	8,211.00	100.0 %
Subtotal	112,494.68	56,172.86	56,247.34	100.1 %
Terminal Area				
Car Rental	31,576.66	13,134.27	15,788.33	120.2 %
Terminal Space Lease	28,463.64	14,161.47	14,231.82	100.5 %
TSA LEO Reimbursement	0.00	0.00	0.00	
Subtotal	60,040.30	27,295.74	30,020.15	110.0 %
Revenue generating land				
Non Aviation Land Leases	74,280.25	33,838.65	37,140.13	109.8 %
Agricultural Leases	192,016.72	96,008.36	96,008.36	100.0 %
Cell Towers	10,100.00	5,050.00	5,050.00	100.0 %
Airport Mobile Home Park	92,322.87	45,299.13	46,161.44	101.9 %
Subtotal	368,719.84	180,196.14	184,359.93	102.3 %
Administrative				
Badging Income			0.00	
Miscellaneous Income	3,360.00	2,215.00	1,680.00	75.8 %
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	0.00	0.00	0.00	
Subtotal	3,360.00	2,215.00	1,680.00	75.8 %
Total Revenue from operations	760,601.53	388,453.96	380,300.78	97.9 %

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of August 31, 2024**

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	16,854.39	8,516.73	8,427.20	98.9 %
Hangar Area	16,709.81	7,582.42	8,354.91	110.2 %
FBO Area	15,630.71	7,693.77	7,815.36	101.6 %
Terminal Area	61,964.61	24,009.35	30,982.31	129.0 %
Revenue generating land	76,938.63	38,829.76	38,469.32	99.1 %
Salaries and Benefits	264,450.18	183,754.31	132,225.09	72.0 %
Utilities	23,238.19	5,579.58	11,619.10	208.2 %
Supplies	20,631.71	7,145.84	10,315.86	144.4 %
Maintenance and Repairs	17,347.66	8,350.75	8,673.83	103.9 %
Contractual Services	262,394.54	67,853.83	131,197.27	193.4 %
Security Services	45,549.50	7,500.00	22,774.75	303.7 %
Dues and Subscriptions	62,141.98	0.00	31,070.99	
Advertising	5,705.00	3,005.00	2,852.50	94.9 %
Business Travel	(463.30)	0.00	(231.65)	
Air Show Expense	75,000.00	0.00	37,500.00	
Other Miscellaneous Expense	1,390.00	0.00	695.00	
<b>Total Expenses</b>	<b>965,483.61</b>	<b>369,821.34</b>	<b>482,741.84</b>	<b>130.5 %</b>
<b>Operating income (loss)</b>	<b>(204,882.08)</b>	<b>18,632.62</b>	<b>(102,441.06)</b>	<b>(549.8) %</b>
Non-Operating Revenues (Expenses):				
PFC Revenue	5,414.93	0.00	2,707.47	
Interest Income	50,394.94	25,041.34	25,197.47	100.6 %
<b>Total non-operating rev (exp)</b>	<b>55,809.87</b>	<b>25,041.34</b>	<b>27,904.94</b>	<b>111.4 %</b>
<b>Net Income</b>	<b>(149,072.21)</b>	<b>43,673.96</b>	<b>(74,536.12)</b>	<b>(170.7) %</b>

Santa Maria Public Airport District  
Balance Sheet  
As of August 31, 2024

## Current Assets:

Cash and cash equivalents	7,239,623
Restricted - cash and cash equivalents	444,860
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	(338,599)
Prepaid expenses and deposits	11,419,082
	<hr/>
Total current assets	18,772,966

## Non-current assets:

Note receivable	0
Interest Receivable	0
Capital assets, not being depreciated	6,930,842
Depreciable capital assets	28,837,961
Deferred other post-employment benefits outflows	9,000
Deferred pension outflows	966,715
	<hr/>
Total non-current assets	36,744,518

---

Total assets	55,517,485
--------------	------------

---

## Current Liabilities:

Accounts payable and accrued expenses	196,048
Accrued wages and related payables	5,540
Unearned Revenue (customer prepaid)	0
Hangar and other deposits	115,430
Long-term liabilities - due in one year:	
Compensated absences	36,873
Land improvements payable	11,770
	<hr/>
Total current liabilities	365,661

## Long-term liabilities - due in more than one year

Compensated absences	110,620
Land improvements payable	66,696
Total other post-employment benefits liability	337,720
Net pension liability	2,410,249
Deferred pension inflows	151,904
	<hr/>
Total long term liabilities	3,077,189

---

Total Liabilities	3,442,850
-------------------	-----------

---

## Net position:

Retained Earnings	52,223,707
Change in Net Position	(149,072)
	<hr/>
Total net position	52,074,634

---

Total liabilities and net position	55,517,485
------------------------------------	------------

---

# Funding Request for Santa Maria Museum of Flight



The Santa Maria Museum of Flight requests a waiver for past due rent fees associated with the storage unit and corporate hangar, and a 30-year renewal of its land lease.

# Our Mission

*"Preserving and sharing  
our local aviation history"*



## Museum Overview:

From its founding in 1984, The Santa Maria Museum of Flight's mission has been to preserve the past and present history of our aviation heritage, and inspiring future aviators in the Santa Maria Valley. We achieve this by promoting and supporting general aviation through events and seminars that encourage individuals to explore the varied aspects of the history of aviation, from its infancy to current times. Visitors to the Museum come not only from the Santa Maria Valley area but also from around the world. The Museum is a 501(c)(3) Non-Profit organization

---



# Contributions to the Community

- Education: In 2023, the Museum hosted 12 field trips, offering many local children their first aviation experience.
- Antique Aircraft Exhibition: This new program attracts over 200 visitors per event, connecting local aviators with the community.
- Ongoing Pilot Training: Through a partnership with FAST Meetings, the Museum is the only venue in Santa Maria offering continual pilot training.

We aim to inspire future generations through hands-on experiences and educational programs and partnership at the Santa Maria Museum of Flight. Our partnership with Young Eagles brings flight to the children of our community free of charge.

# Facility Improvements (2019-2024)

- 2020: Museum redesign creating a welcoming space
- 2021: \$70,000 roof replacement
- 2022: Technology investment: Audio Tour and new computers, Ipads and Register
- 2024: \$20,000 painting renovation
- Additional Improvements: Repainting the A4 Skyhawk

Our proposal focuses on expanding educational programs and community outreach to engage more visitors.



# Annual Operating Budget \$33,500

Annual Operational Budget

**Utilities: \$8,200**

(Electricity, water, and gas to maintain the museum's operations)

**Phone and Internet: \$4,600**

(For communication and digital accessibility)

**Liability Insurance: \$2,800**

(Coverage for operations and events)

**Marketing: \$2,800**

(Promotion and outreach for events and exhibitions)

**Website and Hosting: \$1,400**

(Maintaining the website and audio tour system)

**Audio Tour Maintenance: \$4,300**

(Keeping the global audio tour operational)

**Facility Maintenance: \$1,800**

(Regular upkeep and minor repairs)

**Security Services: \$1,600**

(Safety measures and protection for the museum)

**Exhibit Management: \$6,000**

(Key maintenance and improvements to our exhibits)



# Funding for aviation education and preservation

## Financial Position:

Since 2019, the Museum has become financially self-sufficient through donor support, special event hosting and a grants the largest from the City of Santa Maria. However, waiving the past due rent will allow the Museum to reinvest in its community outreach, programming, and facility upkeep.

## Waiver Request:

The Museum respectfully seeks the following:

1. Waiver of the past due rent for the storage unit and corporate hangar.
2. A 30-year renewal of the existing land lease, with ongoing payments for the current term.

**RECORDING REQUESTED BY:**

**AND WHEN RECORDED, MAIL TO:**

**American Riviera Bank  
Santa Barbara Commercial Lending Branch  
1033 Anacapa Street  
Santa Barbara, CA 93101**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 111-231-005 & 111-231-006 and 111-231-018

**ESTOPPEL CERTIFICATE AND  
SECOND ADDENDUM TO GROUND LEASE**

**THIS ESTOPPEL CERTIFICATE AND SECOND ADDENDUM TO GROUND LEASE** (this "Addendum") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by **Santa Maria Public Airport District** ("Lessor"), with an address of 3217 Terminal Drive, Santa Maria, CA 93455, and **United Lions Corporation, a California corporation** ("Lessee"), with an address of 512 Canfield Court, Lompoc, CA 93436, for the benefit of **American Riviera Bank** ("Lender"), with an address of 1033 Anacapa Street, Santa Barbara, CA 93101.

**WHEREAS**, H&H, LLC, a California limited liability company and Edgewater Motel, Inc., a California Corporation, as lessee ("Original Lessee") and Lessor entered into that certain unrecorded lease dated July 14, 2011 ("Original Lease"), as referenced in that certain Memorandum of Lease recorded in the official real property records of Santa Barbara County, California ("Official Records") on August 8, 2011, as Instrument No. 2011-0044694, and re-recorded in Official Records on May 7, 2012 as Instrument No. 2012-0029085, and re-recorded in Official Records on August 15, 2012 as Instrument No. 2012-0053595, for certain premises located at 3455 Skyway Drive, Santa Maria, CA 93455, comprising the real property described in Exhibit A attached hereto ("Property");

**WHEREAS**, Lessee succeeded to the interests of Original Lessee under the Original Lease pursuant to that certain Assignment and Assumption of Lease recorded in Official Records on October 27, 2022 as Instrument No. 2022-0049913, at which time the Original Lease was amended and restated pursuant to the terms of that certain unrecorded Lease dated October 27, 2022 (as amended and supplemented pursuant to that certain Estoppel Certificate and Addendum to Lease recorded in Official Records on December 2, 2022 as Instrument No. 2022-0049916, the "Lease");

**WHEREAS**, Lender is providing or intends to provide certain financial accommodations to Lessee as follows: (i) a commercial construction loan in the principal amount of up to \$20,047,500.00 ("First Loan") to be secured by a first priority leasehold Deed of Trust ("First Deed of Trust") encumbering the leasehold interest of Lessee under the Lease ("Leasehold Estate"), and (ii) a commercial construction loan in the principal amount of up to \$4,448,917.00 ("Second Loan") to be secured by a second priority leasehold Deed of Trust ("Second Deed of Trust") encumbering the Leasehold Estate, and (iii) refinancings, modifications, consolidation and amendments of the First Loan and/or Second Loan ("Supplemental and Replacement Loans"). The First Loan, the Second Loan and the Supplemental and Replacement Loans are collectively referred to as the "Loans". The term "Leasehold Mortgage" shall mean, as of record from time to time, the First Deed of Trust, the Second Deed of Trust and any lien on the Leasehold Estate securing one or more of the Loans, as may be modified, amended, supplemented, replaced, consolidated or refinanced from time to time.

**NOW, THEREFORE,** it is hereby agreed by Lessor and Lessee that the following provisions are added to the Lease, superseding any and all provisions of the Lease inconsistent therewith:

**1. CONSENT TO ENCUMBRANCE OF LEASEHOLD ESTATE.** Lessor acknowledges receipt of copies of the documents evidencing, governing and securing the First Loan and Second Loan, including, without limitation, the First Deed of Trust and Second Deed of Trust and hereby consents to the liens created thereunder on the Leasehold Estate. Lessor acknowledges that Lessee has satisfied any conditions precedent to Lessee's right under the Lease to encumber the Leasehold Estate. Lessor waives the satisfaction of any requirements to the encumbering of the Leasehold Estate that have not been satisfied and agrees that Lender shall have all of the rights conferred under the Lease on a mortgagee that is encumbering the Leasehold Estate.

**2. REPRESENTATIONS AND WARRANTIES**

**2.1 STATUS OF LEASE.** Lessor warrants and certifies to Lender that: (a) the Lease is in full force and effect and has not been amended other than by the instruments specifically referenced above; (b) Lessee has entered upon and taken possession of the Property and any improvements situated thereon and has commenced the payment of rent; (c) Lessee has made all payments under the Lease required to be made through the date of this Addendum, has not prepaid rent more than one month in advance and is in compliance with all other obligations of Lessee under the Lease; (d) neither Lessor nor Lessee has given or received notice of the occurrence of a default under the Lease; (e) to the best knowledge of Lessor, there are no defaults, breaches, defenses, claims or offsets under the Lease or to the enforcement thereof by either of them against the other; and (f) Lessee has no other obligations to Lessor in connection with the Lease, matured or not yet matured, except as set forth in the Lease.

**2.2 HOTEL IMPROVEMENTS.** Except as described in Schedule A, attached hereto and fully incorporated herein by this reference, all conditions precedent to Lessee's construction of the Hotel Improvements (as defined in the Lease), including, as set forth in Section 5.03 of the Lease, have been satisfied.

**2.3 OWNERSHIP OF INTERESTS IN PROPERTY.** Lessor warrants and certifies that it has not assigned or agreed to assign its interest in the Lease, or any portion thereof, or the rents or other amounts payable thereunder to any other person, and there are no other leases affecting the Property to which Lessor is a party or by which Lessor is bound. Lessee warrants and certifies that it has not assigned, subleased, encumbered or pledged its interest in the Leasehold Estate, and Lessor has not received any notice of any such assignment, sublease, hypothecation, mortgage or pledge of Lessee's interest under the Lease.

**3. COVENANTS.** Lessor and Lessee hereby covenant and agree that, until the indefeasible payment in full of all Loans and reconveyance of all Leasehold Mortgages:

**3.1** Neither Lessor nor Lessee shall modify or cancel the Lease without Lender's written approval, Lessee shall have no right to surrender the Property nor acquire Lessor's interest in the Property nor terminate the Lease and Lessor shall not accept any surrender or termination from Lessee nor agree to sell its interest in the Property to Lessee.

**3.2** Lessor shall furnish to Lender written notice of default by Lessee of any term, condition or provision of the Lease within thirty (30) days of the date of default and shall give Lender sixty (60) days written notice prior to (i) any exercise of any right to terminate the Lease, (ii) initiating any Notice to Quit, or (iii) filing any suit or action, including but not limited to, any unlawful detainer action.

**3.3** In the event Lessor gives Lender a sixty (60) day written notice of intent to exercise any right to terminate the Lease, initiate any Notice to Quit, or file any suit or action against Lessee ("Sixty Day Notice"), Lender shall have the right, but not the obligation, during the period of the Sixty Day Notice, to cure such default, or, if such default cannot reasonably be cured within such sixty (60) day period, Lender shall have such longer time as may

be reasonably necessary to cure the default; provided that Lender commences the cure within such period and continuously and diligently pursues the cure to completion.

**3.4** In the event Lessor gives Lender a Sixty Day Notice and if Lender gives written notice to Lessor within ninety days of the expiration of the Sixty Day Notice that Lender intends to initiate proceedings for foreclosure and sale of its interest in the Leasehold Estate, then Lessor will refrain from terminating the Lease, initiating any notice to quit, or filing any suit or action against Lessee for such period of time as may be necessary for Lender to complete such foreclosure and sale proceedings, provided that Lender cures any outstanding monetary defaults of Lessee and continues to do so during the period of its foreclosure and sale proceedings, and further provided that Lender pursues its foreclosure and sale proceedings diligently and continuously to completion.

**4. TERMINATION NOTICE; LENDER'S RIGHT TO CONTINUE LEASE IN EFFECT.**

**4.1** Lessor agrees that the Lease shall not be terminated unless a default continues following the notice and cure period provided for above and a separate written notice of termination (a "Termination Notice") is given to Lender. To be effective, any such Termination Notice (a) must be in writing, (b) must be given after the expiration of the cure period specified in Sections 3.3 and 3.4, above, (c) must specify (i) the uncured defaults on which such notice is based, and (ii) the date on which such termination will become effective (the "Termination Date"), and (d) must be given to and received by Lender not less than thirty (30) days prior to the Termination Date specified in the Termination Notice.

**4.2** Lender shall have the right to nullify any Termination Notice given by Lessor, and to keep the Lease in effect, provided that, prior to the Termination Date specified in the Termination Notice:

**4.2.1** Lender (a) pays or causes to be paid all rent, additional rent and other payments then due and in arrears as specified in the Termination Notice or which will become due during the notice period; and (b) proceeds with due diligence and in good faith to endeavor to cure all non-monetary obligations of Lessee then in default and reasonably susceptible of being cured by Lender, other than satisfying and discharging any lien, charge or encumbrance against the Leasehold Estate or the improvements which is junior in priority to the lien of Lender; and

**4.2.2** Lender thereafter (a) pays or causes to be paid the monthly rent and any other monetary obligations of Lessee under the Lease when and as the same become due, and (b) continues to perform all other obligations of Lessee thereunder, other than: (i) any obligation of Lessee to satisfy or otherwise discharge any lien, charge or encumbrance against Lessee's interest in the Lease or the improvements situated thereon which is junior in priority to the lien of the lien of Lender, and (ii) non-monetary obligations under the Lease which are not reasonably susceptible of performance by Lender; and

**4.2.3** Lender initiates and prosecutes to completion the actions necessary to acquire or sell Lessee's interest in the Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with due diligence within 180 days following receipt of a Termination Notice, or if such foreclosure is delayed for reasons outside of Lender's control, proceeds with due diligence to complete such foreclosure as expeditiously as possible.

**5. DISPOSITION OF LEASEHOLD ESTATE.** Lender shall be entitled to sell, transfer or assign the Leasehold Estate acquired upon foreclosure, or by deed in lieu of foreclosure, notwithstanding any contrary provisions of the Lease that (a) create any rights of first refusal rights or other purchase options in the event of a transfer of the Leasehold Estate, or (b) establish suitability standards or qualifications for any proposed transferee or assignee, or (c) otherwise restrict the transfer of the Leasehold Estate, provided that (1) Lender furnishes Lessor with any information required by the Lease with respect to the identity and business experience of the assignee and (2) the assignee (i) meets Lender's underwriting criteria for a loan in the same original principal amount and on the same terms as the loan which Lender made to Lessee and (ii) the transferee expressly assumes in writing all of the duties and obligations of

Lessee under the Lease. In the event Lender acquires the Leasehold Estate by foreclosure or assignment in lieu of foreclosure, Lender shall have the right to sublease all or any portion of the Property without further consent of Lessor.

**6. DISCLAIMER OF INTEREST.** Lessor acknowledges and consents to Lender's security interest in any and all of Lessee's personal property and fixtures ("FF&E"), agrees to, and hereby does, subordinate any interest Lessor may have in said FF&E to the security interest of Lender, and agrees that, in the event of default by Lessee under the Loan or the Leasehold Mortgages, Lender may at any time enter onto the Property and may remove or dispose of all or any part of said FF&E from the Property. The entry on the Property for such removal shall not be deemed entering on, taking possession of or operating the Property, for purposes of imposing on Lender any responsibility or obligation for any term, provision, or condition provided in the Lease.

**7. INSURANCE PROCEEDS; CONDEMNATION AWARDS.** All policies of fire, casualty and extended coverage insurance carried by Lessee covering the Land and improvements shall have a loss payable clause in favor of Lender to the extent of Lender's interest in the Leasehold Estate, and Lender shall be named as an additional insured under all other policies of insurance maintained by Lessee under the Lease. Lender shall have the right to participate in any settlement or adjustment of losses under such insurance policies and shall have the right to participate in any negotiations, settlements, or legal proceedings relating to the property interest for which Lessee is to be compensated under the Lease. Lessor and Lessee agree that (a) any insurance proceeds payable under the policies maintained by Lessee insuring the improvements and (b) any condemnation award arising from any partial or total taking or a conveyance by deed in lieu of a taking to which Lessee is entitled under the Lease shall, subject to any obligations imposed on Lender by law with respect to the use of such insurance proceeds for the repair or restoration of the Property, be subject to the rights of Lender as provided in the Leasehold Mortgages and thereafter as the interests of the parties appear.

**8. RIGHT OF ENTRY.** Lender and its authorized agents shall have the right to enter the Property upon forty-eight hours advance notice to Lessee at all reasonable times and otherwise in accordance with the Leasehold Mortgages.

**9. NEW LEASE.** Should the Lease be terminated by reasons of Bankruptcy, assignment for benefit of creditors, insolvency or other events beyond the ability of Lender to cure or remedy, Lessor and Lessee shall upon the written request of Lender or its designee enter into a new lease with Lender or its designee on the same terms and conditions as the existing Lease.

**10. LIMITATION ON LIABILITY.** Lender shall not be liable for the performance of Lessee's obligations under the Lease unless and until Lender acquires the Leasehold Estate by foreclosure or deed in lieu thereof. Upon acquiring title to or possession of the Leasehold Estate due to the foreclosure of a Leasehold Mortgage or acceptance of a deed in lieu of foreclosure, Lender or its designated affiliate shall be liable for the performance of all of the terms, covenants and conditions of the Lease from and after the date on which title or possession was so obtained, but only for so long as such Lender party owns or is in possession and control of the Leasehold Estate.

**11. ASSIGNMENT BY LENDER.** Lender shall have the right to assign all of its rights and obligations under any Loan to any assignee, and, upon such assignment, this Addendum shall be binding upon and shall inure to the benefit of such assignee.

**12. NOTICE TO LESSOR'S SUCCESSORS.** Lessor will provide a written notice of the existence of this Addendum to Lease to any subsequent holder of a security interest in or purchaser of the Property.

**13. NOTICES.** Any and all notices shall be in writing and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the party at the address set forth in the introductory paragraph or at such other address within the United States as may hereafter be designated in writing. Any notice required to be given under this Addendum shall be effective when actually delivered, when actually received by email (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States



ESTOPPEL CERTIFICATE AND SECOND ADDENDUM TO GROUND LEASE  
(CONTINUED)

mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Addendum. Any party may change its address for notices by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

**14. THIRD PARTY BENEFICIARY.** It is the intent of the parties that Lender shall be a third party beneficiary of this Addendum to Lease with the right to enforce its terms.

**15. NO MERGER.** Notwithstanding anything to the contrary contained in the Lease, no merger of interest of Lessor and Lessee shall operate to defeat the lien of Lender under the Leasehold Mortgages, including but not limited to situations where the merger of title results from an uncured default of Lessor or Lessee. No estate in the Property, whether fee title to the leasehold premises, the Leasehold Estate, or any subleasehold estate, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in Lessor, Lessee or a third party who purchases or otherwise acquires the estates. Should Lessee acquire all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, title will, at Lender's option, immediately become subject to the terms of the Leasehold Mortgages, and Lessee will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by the Leasehold Mortgages.

**16. RELIANCE BY LENDER.** This Addendum is made by the parties hereto with the knowledge that Lender has made or is about to make one or more of the Loans to Lessee and has committed to making the Loans, that Lender is relying upon the certifications, terms, conditions and agreements contained herein in making the Loans, and that the terms contained herein constitute material conditions of the Loans.

**17. MISCELLANEOUS.** This Addendum shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Addendum is governed by the laws of the State of California, without regard to the choice of law rules of that State. If there is a lawsuit, Lessor and Lessee agree upon Lender's request to submit to the jurisdiction of the courts of Santa Barbara County, State of California. This Addendum may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement. This Addendum shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Addendum. This Addendum constitutes the entire understanding and agreement of the parties as to the matters set forth in this Addendum. No alteration or amendment to this Addendum shall be effective unless consented to in writing by Lender.

**18. RECORDATION.** This Addendum shall be recorded in the office of the Santa Barbara County Recorder.

**19. RESOLUTION OF CONFLICTS.** To the extent that this Addendum is inconsistent with or conflicts with the terms or conditions of the Lease, and/or to the extent the Leasehold Mortgages or any of the other loan documents evidencing, governing or securing one or more Loan entered into in connection therewith ("Loan Documents") are inconsistent with or conflict with the terms or conditions of the Lease, the terms of this Addendum and the Loan Documents shall supersede the terms of the Lease and the Lease shall be deemed amended and modified such that it is consistent with the terms of this Addendum, the Leasehold Mortgages and the other Loan Documents.

ESTOPPEL CERTIFICATE AND SECOND ADDENDUM TO GROUND LEASE  
(CONTINUED)

Dated as of the date first set forth above.

**LESSOR:**

**SANTA MARIA PUBLIC AIRPORT DISTRICT**

**By:** \_\_\_\_\_  
**NASH MORENO, PRESIDENT**

**LESSEE:**

**UNITED LIONS CORPORATION, A CALIFORNIA CORPORATION**

**By:** \_\_\_\_\_  
**SARDABEN PATEL, PRESIDENT**

**ACKNOWLEDGED:**

**LENDER:**

**AMERICAN RIVIERA BANK**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ACKNOWLEDGEMENTS**

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 \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

ESTOPPEL CERTIFICATE AND SECOND ADDENDUM TO GROUND LEASE  
(CONTINUED)

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 \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

ESTOPPEL CERTIFICATE AND SECOND ADDENDUM TO GROUND LEASE  
(CONTINUED)

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 \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE: APN 111-231-005 & 006

That portion of Section 34, Township 10 North, Range 34 West, San Bernardino Base and Meridian, in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

Beginning at the most Southerly corner of the certain 2.42 acre parcel of land shown on record of survey map recorded in Book 110, Page 10, records of said County; thence North 46° 43' 30" East along the Southeasterly boundary thereof, 144.95 feet to the true point of beginning; thence North 46° 43' 30" East, continuing along said Southeasterly boundary and the Northeasterly prolongation thereof, a distance of 297.99 feet to a point; thence South 41° 47' 33" East, a distance of 479.16 feet; thence South 46° 43' 30" West, a distance of 285.37 feet; thence North 43° 18' 08" West, a distance of 479.00 feet to the true point of beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances and minerals under said land and mineral rights, without the right of surface entry on said land.

Also excepting from said Parcel One, all uranium, thorium and all other minerals determined pursuant to Section 5B, 1 of Atomic Energy Act of 1946, 60 stat., 761, Executive Order No. 9908 approved December 12, 1947 as reserved in Deed from The United States of America to the County of Santa Barbara, recorded in Book 857 at Page 309 and in the deed from the County of Santa Barbara to the City of Santa Maria, recorded in Book 890 at Page 12 of Official Records of said County.

PARCEL TWO: APN 111-231-018

That portion of Section 34, Township 10 North, Range 34 West, San Bernardino Base and Meridian, in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

Beginning at the most Southerly corner of the certain 2.42 acre parcel of land shown on record of survey map recorded in Book 110, Page 10, records of said County; thence North 46° 43' 30" East along the Southeasterly boundary thereof and the Northeasterly prolongation thereof, a distance of 503.02 feet to a point; thence South 41° 47' 33" East, a distance of 120.73 feet to the true point of beginning; thence South 41° 47' 33" East, a distance of 345.00 feet; thence North 48° 12' 27" East, a distance of 249.98 feet, more or less, to a point on the Southwesterly boundary of Skyway Drive as shown on a record of survey map in Book 82, of record of surveys at Page 67, records of said County; thence North 41° 45' 42" West, along said Southwesterly boundary a distance of 345.00 feet; thence South 48° 12' 27" West, a distance of 250.16 feet to the true point of beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances and minerals under said land and mineral rights, without the right of surface entry on said land. Also excepting all oil, gas and other hydrocarbon substances and minerals in and under said land and mineral rights, without the right of surface entry on said land, as reserved by Santa Maria Public Airport District in the lease recorded November 21, 1984 as Instrument No. 1984-062713 of Official Records.

Also excepting from said Parcel Two, all uranium, thorium and all other minerals determined pursuant to Section 5B, 1 of Atomic Energy Act of 1946, 60 stat., 761, Executive Order No. 9908 approved December 12, 1947 as

ESTOPPEL CERTIFICATE AND SECOND ADDENDUM TO GROUND LEASE  
(CONTINUED)

reserved in Deed from The United States of America to the County of Santa Barbara, recorded in Book 857 at Page 309 and in the deed from the County of Santa Barbara to the City of Santa Maria, recorded in Book 890 at Page 12 of Official Records of said County.

ESTOPPEL CERTIFICATE AND SECOND ADDENDUM TO GROUND LEASE  
(CONTINUED)

**SCHEDULE A**

**PENDING CONDITIONS TO HOTEL IMPROVEMENTS**

**NONE**



**RECORDING REQUESTED BY**

**Fidelity Title Company**

**WHEN RECORDED RETURN TO:**  
(Mail tax statements as specified below.)

KIRK & SIMAS  
a professional law corporation  
2550 Professional Parkway  
Santa Maria, CA 93455  
(805) 934-4600

File # 17027.01

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT**

**THIS AGREEMENT** (the "Agreement") dated September     , 2024, is made and entered into by and among the following:

**SANTA MARIA PUBLIC AIRPORT DISTRICT**  
(the "District")

**COUNTY OF SANTA BARBARA**  
(the "County")

and

**CITY OF SANTA MARIA**  
(the "City")

**WHEREAS:**

- A. The District owns and operates the Santa Maria Public Airport now comprising approximately 2,500 acres of land in the City, improved with runways, aeronautical facilities, buildings, and other improvements (the "Airport Land").
- B. The District acquired the Airport Land from the County and City by a Quitclaim Deed recorded March 9, 1964, in Book 2039, Page 509, of Official Records of the County (the "Quitclaim Deed").
- C. The Quitclaim Deed contained a reservation which provided, in effect, that if District is dissolved, title to the land described in the Quitclaim Deed and improvements thereto vested in the District at that time shall revert to the County and City as tenants in common. The reservation (the "Reverter Provision") reads as follows:

*Reservations as to this Deed:*

*If Grantee is dissolved title to any of the above described land and improvements thereto vesting in Grantee at that time shall revert to Grantors as tenants in common.*

- D. District has leased to UNITED LIONS CORPORATION (“United”) as Tenant under an unrecorded lease originally dated July 14, 2011 as amended and restated October 27, 2022 (the “Restated Lease”) between the DISTRICT, as Landlord, and H & H, LLC, a California limited liability company and EDGEWATER MOTEL, INC., a California corporation, as original Tenants which was hereafter assigned to UNITED pursuant to a certain Assignment and Assumption of Lease recorded December 2, 2022 as instrument 2022-0049913 in the Official Records of the County, all with regard to a parcel of land within the Airport Land described in Exhibit “A” attached hereto, made a part hereof, and hereinafter referred to as the “Leased Land”, for a period of 40 years with extensions as provided in the Restated Lease.
- E. The parties wish to amend the Reverter Provision on the terms and conditions specified herein.

**THEREFORE, IT IS AGREED** by the parties as follows:

1. If the District is dissolved and title to the real property then owned by District reverts to County and City pursuant to the Reverter Provision in the Quitclaim Deed, any lease (including but not limited to the Restated Lease) between District and United or United’s successors or assigns covering the Leased Land (collectively “said Lease”) in effect at the time the District is dissolved shall not be merged into the title of the real property, but said Lease shall be honored and continue in effect and District’s interests and rights therein shall be deemed automatically assigned and transferred to County and City all on the effective date of the reversion of title, and the County and City shall thereafter be bound by said Lease’s provisions.
2. The foregoing agreement in Section 1 above shall be a covenant running with the Leased Land and shall inure to the benefit of those persons who are parties to or have an interest in said Lease mentioned in Section 1 above and their successors and assigns.

*[Balance of page left blank intentionally.  
Signature follow on next page.]*

APPROVED AS TO FORM:


SANTA MARIA PUBLIC AIRPORT  
DISTRICT

By: **DRAFT - Do Not Sign**  
Joshua George  
District Counsel

By: **DRAFT – Do Not Sign**  
Nash Moreno  
President

Attest;  
Joseph E. Holland  
County Clerk-Recorder

COUNTY OF SANTA BARBARA

By: **DRAFT – Do Not Sign**  
  
Deputy Clerk-Recorder

By: **DRAFT – Do Not Sign**  
Steve Lavagnino  
Chairman, Board Supervisors

APPROVED AS TO FORM:

CITY OF SANTA MARIA  
a municipal corporation

By: **DRAFT – Do Not Sign**  
Thomas T. Watson  
City Attorney

By: **DRAFT – Do Not Sign**  
Alice Patino  
Mayor

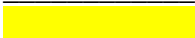
By: **DRAFT – Do Not Sign**  
Patricia Rodriguez  
City Clerk

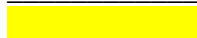
APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Rachel Van Mullem  
County Counsel

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

By: **DRAFT – Do Not Sign**  
  
Deputy County Counsel

By: **DRAFT – Do Not Sign**  
  
Deputy Auditor- Controller

**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 that document.

**STATE OF CALIFORNIA** )  
 ) ss.  
**COUNTY OF** \_\_\_\_\_ )

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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 the entity upon behalf of which the person 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)

**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 that document.

**STATE OF CALIFORNIA** )  
 ) ss.  
**COUNTY OF** \_\_\_\_\_ )

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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 the entity upon behalf of which the person 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)

**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 that document.

**STATE OF CALIFORNIA** )  
 ) ss.  
**COUNTY OF \_\_\_\_\_** )

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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 the entity upon behalf of which the person 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)

**EXHIBIT A  
TO  
AGREEMENT**

**LEASED LAND LEGAL DESCRIPTION**

**PARCEL ONE: (111-230-05 & 111-230-06)**

That portion of Section 34, Township 10 North, Range 34 West, San Bernardino Base and Meridian, in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

Beginning at the most Southerly corner of the certain 2.42 acre parcel of land shown on record of survey map recorded in Book 110, Page 10, records of said County; thence North 46° 43' 30" East along the Southeasterly boundary thereof, 144.95 feet to the true point of beginning; thence North 46° 43' 30" East, continuing along said Southeasterly boundary and the Northeasterly prolongation thereof, a distance of 297.99 feet to a point; thence South 41° 47' 33" East, a distance of 479.16 feet; thence South 46° 43' 30" West, a distance of 285.37 feet; thence North 43° 18' 08" West, a distance of 479.00 feet to the true point of beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances and minerals under said land and mineral rights, without the right of surface entry on said land.

Also excepting from said Parcel One, all uranium, thorium and all other minerals determined pursuant to Section 5B, 1 of Atomic Energy Act of 1946, 60 stat., 761, Executive Order No. 9908 approved December 12, 1947 as reserved in Deed from The United States of America to the County of Santa Barbara, recorded in Book 857, Page 309, and in the deed from the County of Santa Barbara to the City of Santa Maria, recorded in Book 890 at Page 12 of Official Records of said County.

**PARCEL TWO: (APN 111-230-18)**

That portion of Section 34, Township 10 North, Range 34 West, San Bernardino Base and Meridian, in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

Beginning at the most Southerly corner of the certain 2.42 acre parcel of land shown on record of survey map recorded in Book 110, Page 10, records of said County; thence North 46° 43' 30" East along the Southeasterly boundary thereof and the Northeasterly prolongation thereof, a distance of 503.02 feet to a point; thence South 41° 47' 33" East, a distance of 120.73 feet to the true point of beginning; thence South 41° 47' 33" East, a distance of 345.00 feet; thence North 48° 12' 27" East, a distance of 249.98 feet, more or less, to a point on the Southwesterly boundary of Skyway Drive as shown on a record of survey map in Book 82, of record of surveys at Page 67, records of said County; thence North 41° 45' 42" West, along said Southwesterly boundary a distance of 345.00 feet thence South 48° 12' 27" West, a distance of 250.16 feet to the true point of beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances and minerals under said land and mineral rights, without the right of surface entry on said land.

Also excepting all oil, gas and other hydrocarbon substances and minerals in and under said land and mineral rights, without the right of surface entry on said land, as reserved by Santa Maria Public Airport District in the lease recorded November 21, 1984 as Instrument No. 1984-062713 of Official Records.

Also excepting from said Parcel One, all uranium, thorium and all other minerals determined pursuant to Section 5B, 1 of Atomic Energy Act of 1946, 60 stat., 761, Executive Order No. 9908 approved December 12, 1947 as reserved in Deed from The United States of America to the County of Santa Barbara, recorded in Book 857, Page 309, and in the deed from the County of Santa Barbara to the City of Santa Maria, recorded in Book 890 at Page 12 of Official Records of said County.