

**TO:** James L. App, City Manager

**FROM:** Meg Williamson

**SUBJECT:** Sale of Pioneer Museum site

**DATE:** September 15, 2015

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**NEEDS:** That the City Council approve an agreement for the sale of property within Pioneer Park to the Paso Robles Museum Foundation for continued use as a museum.

**FACTS:**

1. The Pioneer Museum has historically occupied buildings owned by the City and located on a portion of Pioneer Park. Over the years, the Property has also housed the historic Jeanesville Pump and been used to store carriages and other historical items used in the annual Pioneer Day Parade and related activities.
2. In 2013, the Paso Robles Museum Foundation was established pursuant to the California non-profit corporation law for the purposes of uniting the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump organizations in matters relevant to their shared occupancy of the Property.
3. On September 1, 2013, the City and Foundation entered into a long-term lease for the operation of the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump and related administrative office uses. The Lease Agreement anticipated that the buildings would be sold to the Foundation, but the City would retain fee title to the Land including all parking and landscaping improvements thereon.
4. Based on further discussions, the City obtained an appraisal of the buildings and property, based on the continued use of the property as a museum. The appraised value was \$33,500.00.
5. The Foundation has approved the form of the proposed purchase and sale agreement.

**ANALYSIS &**

**CONCLUSION:** The Paso Robles Museum Foundation is established as a non-profit, public benefit corporation. The Purchase and Sale Agreement provides that the property shall revert to the City if the property ceases to be used as a museum.

**FISCAL**

**IMPACT:** \$33,500 will be deposited in the City General Fund.

**OPTIONS:**

- a. Adopt Resolution No. 15-XXX approving a purchase and sale agreement with the Paso Robles Museum Foundation for the sale of property within the Pioneer Park for continued use as a museum for the purchase price of \$33,500.
- b. Amend, modify or reject the above options.

**ENCLS.**

RESOLUTION

RESOLUTION NO. 15-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
EL PASO DE ROBLES APPROVING A PURCHASE AND SALE AGREEMENT WITH  
THE PASO ROBLES MUSEUM FOUNDATION

WHEREAS, The Pioneer Museum has historically occupied buildings owned by the City and located on a portion of Pioneer Park; and

WHEREAS. Over the years, the Property has also housed the historic Jeanesville Pump and been used to store carriages and other historical items used in the annual Pioneer Day Parade and related activities; and

WHEREAS, in 2013, the Paso Robles Museum Foundation was established pursuant to the California non-profit corporation law for the purposes of uniting the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump organizations in matters relevant to their shared occupancy of the Property; and

WHEREAS, on September 1, 2013, the City and Foundation entered into a long-term lease for the operation of the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump and related administrative office uses; and

WHEREAS, The Lease Agreement anticipated that the buildings would be sold to the Foundation, but the City would retain fee title to the Land including all parking and landscaping improvements thereon; and

WHEREAS, based on further discussions, the City obtained an appraisal of the buildings and property, based on the continued use of the property as a museum, which appraisal established the value at \$33,500.00; and

WHEREAS, the interest of the public in the property will be preserved as the agreement provides that the property will revert to the City if the use of the property for a museum is discontinued; and

WHEREAS, the Foundation has approved the form of the proposed purchase and sale agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES:

Section 1. The City Council hereby approves the Purchase and Sale Agreement and Joint Escrow Instructions, attached hereto as Exhibit A and incorporated herein by reference, and authorizes the City Manager to execute the Agreement, subject to any minor technical and non-substantive changes as approved by the City Attorney, and authorizes the City Manager to execute any other documents necessary to effectuate the sale of the City property or implement the Purchase and Sale Agreement.

PASSED AND ADOPTED by the City Council of the City of El Paso De Robles this 15th day of September, 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Steve Martin, Mayor

ATTEST:

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Kristen L. Buxkemper, Deputy City Clerk

**Exhibit A**  
**Purchase and Sale Agreement and Joint Escrow Instructions**  
**[to be inserted]**

## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between CITY OF EL PASO DE ROBLES, a municipal corporation ("**City**"), and PASO ROBLES MUSEUM FOUNDATION, a California nonprofit, public benefit corporation ("**Foundation**").

IN CONSIDERATION of the respective agreements hereinafter set forth, City and Foundation hereby agree as follows:

1. Background; Lease Agreement. Since established in 1971, the Pioneer Museum has historically occupied buildings owned by the City and located on City Property commonly known as Pioneer Park (the "**Property**," as more fully described in Section 2, below). Over the years, the Property has also housed the historic Jeanesville Pump and been used to store carriages and other historical items used in the annual Pioneer Day Parade and related activities. The Property is currently part of and adjacent to other property owned by the City and used for public purposes.

In 2013, the Paso Robles Museum Foundation was established pursuant to the California non-profit corporation law for the purposes of uniting the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump organizations in matters relevant to their shared occupancy of the Property.

As of the Effective Date, the Property is occupied by Foundation pursuant to a Lease Agreement between City (as Landlord or City) and Foundation (as Lessee or Foundation), entered into as of September 3, 2013 (the "**Lease Agreement**") for the operation of the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump and related administrative office uses. In addition to the lease of the Property, the Lease Agreement anticipated that the Buildings (as defined below) would be transferred to the Foundation, but the City would retain fee title to the Land (as defined below), including all parking and landscaping improvements thereon.

Based on the further planning and decisions of the parties, City has agreed to sell to Foundation, and Foundation has agreed to purchase from City, all of the Property, including the Land and the Buildings located thereon, pursuant to the terms and conditions set forth in this Agreement.

The Lease Agreement shall continue in full force and effect until the Property is conveyed to the Foundation pursuant to this Agreement. Upon Closing (as defined in Section 2(e)), the Lease Agreement shall be deemed to be terminated and the parties shall cooperate to take such actions and prepare and execute such instruments as are deemed necessary to evidence such termination. If this Agreement is terminated for any reason prior to Closing, the Lease Agreement shall continue in full force and effect pursuant to its terms.

2. Purchase and Sale of Property.

(a) City hereby agrees to sell "AS-IS" and convey to Foundation, and Foundation hereby agrees to purchase from City, subject to the terms and conditions set forth herein, the following (collectively, the "**Property**"):

(i) That certain real property more particularly described in the Legal Description attached hereto and incorporated herein as **Exhibit A**, and shown on the Map attached hereto and incorporated herein as **Exhibit B**, located generally at 2010 Riverside Avenue in the City of El Paso de Robles, including the parking and landscaping improvements located thereon (the "**Land**"); and

(ii) Five (5) structures, totaling approximately 36,820 sq.ft., located on the Land, including: Jeanesville Pump (814 Gregory Avenue; 6,000 sq.ft.), Pioneer Day Committee Harvester Barn Complex (16 Gregory Avenue; 8,328 sq.ft.), Schoolhouse (836 sq.ft.), and Pioneer Museum and Warehouse (32 and 33 Gregory Avenue; 21,656 sq.ft.) (the "**Buildings**").

(b) The purchase price for the Property ("**Purchase Price**") shall be Thirty-Three Thousand Five Hundred Dollars (\$33,500.00), which amount is the market rate of the Property, based on the restricted use of the Property for a public museum, based on an appraisal prepared by Christopher Smith & Associates, dated August 6, 2014, and an Addendum dated September 2, 2014 (the "**Appraisal**"). A copy of the Appraisal was provided to and approved by Foundation.

(c) Within five (5) days following the Effective Date, City and Foundation shall open an escrow in connection herewith ("**Escrow**") with First American Title Insurance Company ("**Escrow Holder**"), with Shelly McGill as Escrow Officer.

(d) The Purchase Price shall be deposited with Escrow Holder within two (2) days prior to the Closing (as defined in Section 4.a., below) in cash or other immediately available funds.

(e) At the Closing, City shall cause to be conveyed to Foundation fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit C** and incorporated herein by reference (the "**Deed**"). As used in this Agreement, closing (the "**Closing**") shall be deemed to occur upon the recording of the Deed, but shall occur no later than October 31, 2015, unless said date is extended by mutual agreement of the parties. The Deed shall contain a covenant for the use of the Property for the operation of the Pioneer Museum and related uses, as provided for in Section 3, below.

3. Use of the Property; Deed Restrictions; Reverter.

(a) The Property shall be conveyed to Foundation and used solely for the continued operation of the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump, related administrative office uses or other related activities directly in support of the non-profit purposes of Foundation, and at no time for any for-profit or private benefit use (hereinafter referred to as the "**Use Covenant**").

(b) The Deed conveying the Property to Foundation shall expressly recite that the Deed is subject to the Use Covenant. The Deed shall also contain an operating covenant (hereinafter referred to as the “**Operating Covenant**”) which shall provide for the continuous and uninterrupted use of the Property in accordance with the Use Covenant and maintenance of the Property and all improvements thereon in good, working and sanitary order, condition and repair.

(c) City shall have the right, at its option, to terminate the estate conveyed to Foundation, to reenter and take possession of the Property, with all improvements thereon and to revest in City the estate theretofore conveyed to Foundation, if at any time after conveyance of title to Foundation, any of the following shall occur:

(i) Foundation shall abandon the Property or for any reason fail to comply with the Use Covenant or the Operating Covenant, and such abandonment or failure has not been cured within one hundred eighty (180) days after notice thereof from City, provided however, if Foundation has begun to cure such abandonment or failure within such one hundred eighty (180) day period and diligently pursues to cure such abandonment or failure to completion. City shall not have the right to terminate such estate; or

(ii) Foundation shall fail to maintain or reinstate its tax-exempt, non-profit status within one hundred eighty (180) days following notification from the Federal government or State of California that its tax-exempt, non-profit status is in jeopardy; or

(iii) Upon commencement of any foreclosure proceedings under any encumbrance or lien affecting the Property; provided, however, if Foundation cures such foreclosure proceedings, the City’s rights shall not vest; or

(iv) Without the express prior written approval of City, Foundation shall directly or indirectly, voluntarily sell, assign, transfer, dispose of or agree to sell, , transfer, or dispose of any portion of or any interest in the Property. For the purpose of this paragraph, the terms "sell" and "transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, transfers made to subsidiary or affiliated entities, and any "change in ownership" as that term is used from time to time in California real property taxation law, irrespective of the fact that the Property may be exempt from such taxation during the period when owned by Foundation or City.

The interest created pursuant to this Section 3(c) shall be a "Power of Termination" as defined in California Civil Code Section 885.010, and shall be separate and distinct from any other right of City. The City’s Power of Termination, and any such reversion of title to the Property to Foundation shall be free and clear of any liens or encumbrances, and shall not be limited by or be subject to any mortgage, deed of trust or other security instrument, or any rights or interest that may be provided for the protection of the holder of such mortgages, deeds of trust or other security instruments, unless otherwise expressly approved by City in writing.

The Grant Deed shall create the City’s Power of Termination upon the terms and conditions of this Section 3(c).

4. Title Policy.

(a) Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Foundation of a CLTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Foundation, subject only to such exceptions as Foundation shall have approved as provided below (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Foundation may reasonably require, including, without limitation, any endorsements required as a condition to Foundation's approval of any title exceptions (the "**Endorsements**").

(b) Within five (5) business days following the opening of Escrow, City shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein (collectively, the "**Preliminary Report**"), to be prepared by the Escrow Holder and delivered to Foundation. No later than ten (10) days after receipt of the Preliminary Report, Foundation shall give written notice to City of any items contained in the Preliminary Report which Foundation disapproves ("**Foundation's Disapproval Notice**"). Failure of Foundation to notify City of Foundation's disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Foundation of such item(s).

(c) Removal of Exceptions, Disapproved Liens. City covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, or any monetary indebtedness (collectively, "**Disapproved Liens**") shown on the Preliminary Report except for real property taxes not delinquent. City shall notify Foundation no later than five (5) business days after receipt of Foundation's Disapproval Notice whether it elects to remove such other items disapproved by Foundation. If City elects not to remove any such other items disapproved by Foundation, then Foundation may elect to do either of the following: (i) accept such exceptions and proceed to take title to the Property subject to such exception(s); or (ii) this Agreement may be terminated in accordance with Section 5(b). In the event Foundation elects to terminate this Agreement by the expiration of the Feasibility Period pursuant to this Section 4, the Deposits shall be returned to Foundation and neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

5. Feasibility Period.

(a) Foundation shall have fifteen (15) days from and after the Effective Date (the "**Feasibility Period**") to conduct such physical inspections and investigations of the Property as Foundation deems necessary (the "**Inspections**"). The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; and (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and any proposal regarding a Phase II environmental site assessment. Foundation agrees not to conduct or cause to be conducted a Phase II environmental site assessment without the prior written consent of City. No borings, tests or samples shall be taken or made without City's prior written approval, which approval shall not be unreasonably withheld. Foundation's Inspections and investigations shall be

governed by the indemnity provisions in Section 14. Foundation agrees that prior to Closing, Foundation shall provide City with copies of all studies, reports, appraisals and other materials commissioned by or prepared for Foundation relating to or regarding the Property ("**Foundation's Reports**"), at no cost to City.

(b) Foundation may elect, by written notice to City at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Foundation's sole and absolute discretion. If Foundation desires to terminate this Agreement pursuant to this Section 5(b), then before the expiration of the Feasibility Period, Foundation shall deliver written notice to City of Foundation's election to terminate (the "**Foundation's Notice to Terminate**"). If Foundation fails to deliver Foundation's Notice to Terminate to City prior to the expiration of the Feasibility Period, then Foundation shall be deemed to have elected to proceed with this Agreement and the Closing. In the event of the termination of this Agreement pursuant to this Section 5(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination), and the Lease Agreement shall continue in full force and effect pursuant to its terms.

(c) In the event Foundation elects to terminate this Agreement pursuant to Section 5(b), or if Closing does not occur for any reason, then Foundation shall return all City's Deliveries (as defined below) to City, as well as Foundation's Reports.

6. City's Deliveries. Within five (5) business days following the Effective Date, City shall deliver to Foundation a copy of all documents, studies, reports or other materials regarding the condition of the Property, in City's possession or control, or to which City has access (collectively, the "**City's Deliveries**"). City makes no representation whatsoever about the content, accuracy, completeness or value of any of City's Deliveries. All City's Deliveries will be provided to Foundation without warranty from City regarding the accuracy or completeness of the information contained therein, and such documents may or may not be assignable to Foundation. The delivery of such reports and studies shall be subject to the proprietary rights of any engineer or other consultant preparing the same and any limitations on use imposed by them. Foundation assumes all risk of reviewing and understanding any and all information contained in City's Deliveries. City shall deliver a Natural Hazards Disclosure Report with City's Deliveries.

7. Conditions to City's Obligations. City's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction, in City's sole and absolute discretion, of each of the following conditions, each of which is for the sole benefit of City and, except for item 7(c), may be waived by City in writing:

(a) Foundation shall not be in default under this Agreement or the Lease Agreement.

(b) Foundation shall have complied with all of Foundation's duties and obligations contained in this Agreement and all of Foundation's representations and warranties

made in this Agreement shall be true and correct in all material respects at the time as of which the same is made and as of the Closing.

(c) The City shall have completed and approved any environmental review documentation that may be required for the sale of the Property to Foundation.

8. Conditions Precedent to Closing. The following are conditions precedent to Foundation's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Foundation and may be waived only by Foundation in writing. In the event any Condition Precedent is not satisfied, Foundation may, in its sole and absolute discretion, terminate this Agreement, subject to the provisions of this Agreement (including those provisions which specifically state that they survive termination).

(a) Foundation's inspection, review and approval, within the Feasibility Period, of the physical characteristics and condition of the Property and City's Deliveries.

(b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Foundation upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Foundation as provided in Section 4 above.

(c) City shall have complied with all of City's duties and obligations contained in this Agreement and all of City's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made.

9. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. City and Foundation shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Foundation and City, the terms of this Agreement shall control.

(b) The Closing shall take place on or before October 31, 2015, or such later date as may be mutually approved by the parties (the "**Closing Date**").

(c) At or before the Closing, City shall deliver to Escrow Holder or Foundation the following:

(i) the duly executed and acknowledged Deed for the Property;

(ii) a duly executed affidavit that City is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, together with a duly executed non-foreign person affidavit and evidence that City is exempt from the withholding

obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131, in forms provided by or acceptable to the Escrow Holder;

(iii) any other documents which the Escrow Holder may reasonably require from City in order to close Escrow which do not increase City's liability or obligations hereunder;

(iv) a closing statement in form and content satisfactory to Foundation and City (the "**Closing Statement**") duly executed by City; and

(v) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Foundation shall deliver to Escrow Holder or City the following:

(i) the Closing Statement, duly executed by Foundation;

(ii) the Purchase Price, together with any other amounts required for the close of Escrow and conveyance of the Property to Foundation; and

(iii) evidence reasonably acceptable to City that the documents delivered to City by Foundation have been duly authorized and executed on behalf of Foundation and constitute valid and binding obligations of Foundation.

(e) City and Foundation shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Foundation or City or apportioned as of the Closing Date, as follows:

(i) Taxes. Foundation has continuously occupied and operated the Property since September 3, 2013, pursuant to the Lease Agreement, and as such, all real property taxes, if any, due for the year in which Closing occurs together with assessments, property operating expenses, utilities and other recurring costs relating to the Property shall be the responsibility of Foundation.

(ii) Escrow Costs. Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Foundation shall pay all taxes and assessments (if any), and recording fees;

(2) Foundation shall pay all costs associated with issuance of the Title Policy, including without limitation the entire premium for a standard CLTA coverage owner's policy of title insurance, and for any extended ALTA coverage or additional endorsements requested by Foundation, if desired;

(3) Foundation shall pay all Escrow fees and related expenses;

(4) Foundation shall pay any city or county transfer taxes due, if any;

(5) Each party shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (a) all costs and expenses stated herein to be borne by a party, and (b) all of their respective, accounting, legal and appraisal fees; and

(6) all other costs of escrow shall be paid by Foundation.

(iii) The provisions of this Subparagraph (f) shall survive the Closing.

10. Representations, Warranties and Covenants of City. As of the Effective Date, City represents and warrants to Foundation as follows:

(a) City is a public agency formed under the laws of the State of California. This Agreement and all documents executed by City which are to be delivered to Foundation at the Closing are and at the time of Closing will be duly authorized, executed and delivered by City, are and at the time of Closing will be legal, valid and binding obligations of City enforceable against City in accordance with their respective terms. City has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against City, nor are any such proceedings contemplated by City;

(c) No Representations as to Property. There are no representations, agreements, arrangements, or circumstances, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in the Agreement, and City has not made and does not make any representation or warranty concerning any matter or thing affecting or relating to the Property, including but not limited to its fitness for a particular use, its physical condition or any other matter; and

(d) Sale "AS-IS". Subject to City's representations and warranties contained herein, Foundation's election to purchase the Property will be based upon and will constitute evidence of Foundation's independent investigation of the Property, its use, development potential and suitability for Foundation's intended use, including (without limitation) the following: the feasibility of operating and maintaining the Property in compliance with the Use Covenant and Operating Covenant; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or

suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts; the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required permits; and all of the matters concerning the condition, use, development or sale of the Property. City will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the use of the Property by Foundation.

Except with respect to a default by City hereunder (including a breach of City's warranties and representations), Foundation at the Closing expressly waives its rights granted under California Civil Code Section 1542, which provides as follows:

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

Foundation's Initials: \_\_\_\_\_ City's Initials: \_\_\_\_\_.

11. Representations, Warranties and Covenants of Foundation. As of the Effective Date, Foundation hereby represents and warrants to City as follows:

(a) Foundation is a private non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Foundation which are to be delivered to City at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Foundation, are and at the time of Closing will be legal, valid and binding obligations of Foundation enforceable against Foundation in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any applicable law, any agreement or judicial order to which Foundation is subject. Foundation shall comply with all applicable laws during the Feasibility Period with regard to the Property, Buildings, investigation activities, and any interaction, agreement or understanding with City. Foundation has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Foundation warrants that Foundation is a sophisticated owner and operator of real property, familiar and experienced with requirements for the investment, ownership, management and operation of real property. Foundation has occupied and operated the Property continuously since September 3, 2013, pursuant to the Lease Agreement, and is familiar with the physical condition of the Property, including without limitation the Buildings and all other improvements located thereon. Foundation accepts the Property in an "AS-IS" condition.

(c) Foundation has conducted or by the expiration of the Feasibility Period will conduct an independent investigation with respect to the use and improvement of the Property, the Building and is, or by the expiration of the Feasibility Period will be, satisfied with the results of such investigation.

(d) Foundation has occupied the Property continuously since 2013 under the Lease Agreement, and Foundation is familiar with and knowledgeable about the condition of the Property and all improvements thereon. Foundation is acquiring the Property "AS-IS" in its current condition and with all faults.

12. Environmental Matters/Release. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable laws of California. Foundation must rely on its own investigation and not on any representation by City regarding Hazardous Materials. Foundation shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Foundation's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by City or any employee or agent of City. City makes no representations regarding Hazardous Materials in, on or under the Property. City's knowledge and disclosures regarding Hazardous Materials are limited to the contents of City's Deliveries.

Accordingly, Foundation hereby expressly waives and relinquishes any and all rights and remedies Foundation may now or hereafter have against City, whether known or unknown, with respect to any past present, or future presence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereinafter enacted, regulating or governing use, handling, storage or disposal of Hazardous Materials, including, without limitation (i) any and all remedies Foundation may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, and any similar law, rule or regulation, (ii) any and all rights Foundation may now or hereafter have against City under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as amended and any similar law, rule or regulation, and (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S. C.A. § 9607).

FOUNDATION HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE

MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, FOUNDATION HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

\_\_\_\_\_  
(Foundation's Initials)

13. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the Effective Date or at such other dates as provided in this Agreement, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing for twelve (12) months.

14. Indemnity.

Foundation agrees to indemnify City and the Property against, and to hold and save City and the Property harmless from, all claims, demands, suits, actions, damages, obligations, liabilities, losses, costs and expenses, including but not limited to attorneys' fees and court costs, as a result of the Inspections; provided, however, that Foundation will not be obligated to indemnify City with respect to City's own negligence. The foregoing indemnity shall survive termination of this Agreement. Foundation shall not suffer or permit any mechanic's or materialmen's or other lien to stand against the Property in connection with any labor, materials or services furnished or claimed to have been furnished by or on behalf of Foundation in connection with or as a result of any Inspections. If any such lien shall be filed against the Property, Foundation shall cause such lien to be discharged or bonded within thirty (30) days after such filing. Following any Inspections Foundation shall restore the Property to substantially its physical condition as existed prior to such inspection (except for any changes to the Property caused by City, or its agents or employees). Prior to any entry on the Property, Foundation and any consultants shall each at its sole cost provide proof of liability coverage with a combined single limit in an amount not less than One Million Dollars (\$1,000,000); City, its officers, directors, employees and agents, shall be named an additional insured on said policy; and Foundation and its consultants shall furnish to City a certificate of insurance confirming such coverage prior to each party's entry on the Property.

15. Casualty/Condemnation.

(a) As Foundation is currently in possession of the Property, and has been in possession of the Property continuously since 2013 under the Lease Agreement, Foundation shall promptly notify City of any casualty to the Property prior to the Closing. In the event of any casualty to a material portion of the Property, then Foundation shall have the option to terminate this Agreement by written notice to City within ten (10) business days after the occurrence of any such casualty. In the event of any such termination, Foundation and City shall each be liable

for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) City shall notify Foundation of any condemnation proceeding of which notice is received prior to the Closing. In the event a governmental entity other than City commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Foundation shall have the option to terminate this Agreement by written notice to City within ten (10) business days after Foundation first receives written notice from City of such condemnation notice. In the event of any such termination, Foundation and City shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(c) In the event a governmental entity other than City commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing, or in the event of any casualty to a material portion of the Property, and this Agreement is not terminated pursuant to Section 15(a) or (b), then the Closing shall occur as scheduled notwithstanding such proceeding or casualty; provided, however, that City's interest in all awards arising out of such proceedings or casualty shall be assigned to Foundation as of the Closing or delivered to Foundation at Closing if previously received by City. City's obligations pursuant to this Section 15(c) shall survive the Closing.

16. City's Cooperation with Foundation. At no cost to City, City shall cooperate and do all acts as may be reasonably required or requested by Foundation, with regard to the fulfillment of any Condition Precedent. City hereby authorizes Foundation and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Foundation may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

17. Brokers and Finders. Neither City nor Foundation has employed any real estate broker or other person or firm in connection with the purchase and sale of the Property or has had any contact or dealings regarding the Property, or had any communication in connection with the subject matter of this transaction, through any person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. In the event that any such broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other party in defending against the same. The party through whom any such other broker or finder makes a claim shall hold harmless, indemnify and defend the other party hereto, its successors and assigns, agents, employees, officers and directors, and the Property from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), arising out of, based on, or incurred as a result of such claim. The provisions of this Section 17 shall survive the Closing or termination of this Agreement.

18. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the

prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

19. Foundation's Continued Operation of the Property.

(a) General. Except as otherwise contemplated or permitted by this Agreement or approved by City in writing, from the Effective Date to the Closing Date, Foundation will operate, maintain, repair and lease the Property, in the ordinary course of business and consistent with its past practices, including without limitation, pay all costs and expenses of the Property, including without limitation, debt service, real estate taxes and assessments and maintain insurance in accordance with the Lease Agreement. Between the Effective Date and the Closing, Foundation shall continue to undertake maintenance and repair of the Property in the ordinary course of business provided that Foundation shall not be obligated to perform any capital improvements.

(b) New Contracts. Except as otherwise required under this Agreement, neither City nor Foundation shall, without the prior written consent of the other party, enter into, execute or terminate any operating agreement, reciprocal easement agreement, management agreement or any contract, agreement or other commitment of any sort (including any contract for capital items or expenditures), with respect to the Property.

(c) Insurance. Foundation shall keep in full force and effect throughout the contract period hereof and until the Closing all policies of insurance covering the Property pursuant to the Lease Agreement (as such policies are in effect as of the Effective Date) and shall not amend, modify or otherwise cause to terminate such policies prior to the Closing Date.

20. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon e-mail or facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to City:	City of El Paso de Robles 1000 Spring Street Paso Robles, CA 93446 Attn: Meg Williamson, Assistant City Manager Phone: (805) 237-3888 Email: Mwilliamson@prcity.com
-------------	--

With a copy to: Best Best & Krieger LLP  
Attn: Iris P. Yang, City Attorney  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95814  
Phone: (916) 325-4000  
Email: iris.yang@bbklaw.com

If to Foundation: Paso Robles Museum Foundation  
Attn: Harry Ovitt, President  
2018 Riverside Avenue  
Paso Robles, CA 93446  
Phone: (805) 459-0489  
Email: harryovitt@charter.net

With a copy to: Adamski Moroski Madden Cumberland & Green  
Attn: Thomas J. Madden LLP  
1948 Spring Street  
Paso Robles, CA 93446  
Phone: (805) 238-2300  
Email: tmadden@ammcglaw.com

(b) Successors and Assigns. Foundation shall not assign this Agreement or any rights of Foundation hereunder without City's prior written consent or approval, which approval shall be at City's sole discretion. City shall have the right to assign this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by City and Foundation.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any action related to the Property or this Agreement shall be in San Luis Obispo County.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Foundation and City.

(g) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without

limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or holiday (as set forth in California Government Code Section 6700). If the last date for performance by either party under this Agreement occurs on a day which is not a business day, than the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Counterparts/Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument. If any party uses facsimile-transmitted signed documents, or documents that have been signed, electronically scanned and attached to an e-mail transmission, Escrow Holder and the other party are authorized to rely upon such documents as if they bore original signatures; provided, however, that facsimile transmitted signed documents will not be accepted for recordation by the San Luis Obispo County Recorder.

(l) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(m) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(n) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(o) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(p) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt

with in this Agreement. Accordingly, any rule of law (including California Civil Code Section 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

*[Signatures on following page]*

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

**CITY:**

CITY OF EL PASO DE ROBLES, a municipal corporation of the State of California

By: \_\_\_\_\_  
James L. App  
City Manager

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kristy Buxkemper, Deputy City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Iris P. Yang, City Attorney

**FOUNDATION:**

PASO ROBLES MUSEUM FOUNDATION,  
a California nonprofit, public benefit corporation

By: \_\_\_\_\_  
Name: Harry Ovitt  
Title: President

Date: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

[to be inserted]

EXHIBIT B

MAP OF THE PROPERTY  
[to be inserted]

EXHIBIT C

FORM OF DEED

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO, AND  
MAIL TAX STATEMENTS TO:

Exempt from recording fees pursuant  
to Government Code Section 27383

(Space Above Line for Recorder's Use Only)

APN: \_\_\_\_\_

**GRANT DEED**  
**WITH POWER OF TERMINATION AND RIGHT OF REVERTER**

The undersigned Grantor(s) declare(s): City of El Paso de Robles is exempt from property taxes  
Documentary transfer tax is \$\_\_\_\_\_.

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area  City of El Paso de Robles

FOR VALUE RECEIVED, the CITY OF EL PASO DE ROBLES, a municipal corporation and political subdivision of the State of California ("**Grantor**"), grants to PASO ROBLES MUSEUM FOUNDATION, a private non-profit corporation of the State of California ("**Grantee**"), all that certain real property situated in the City of El Paso de Robles, County of San Luis Obispo, State of California, described on Schedule 1 attached hereto and by this reference incorporated herein (the "**Property**").

1. Use Covenant. Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used solely for the continued operation of the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump, related administrative office uses or other related activities directly in support of the non-profit purposes of Grantee, and at no time for any for-profit or private benefit use (the "**Use Covenant**").

2. Operating Covenant. Grantee further covenants and agrees, for itself and its successors and assigns, that the Property shall be used for the continuous and uninterrupted use of the Property in accordance with the Use Covenant and maintenance of the Property and all

improvements thereon in good, working and sanitary order, condition and repair (the “**Operating Covenant**”).

3. Power of Termination; Reverter. Grantor shall have the right, at its option, to terminate the estate conveyed to Grantee, to reenter and take possession of the Property, with all improvements thereon, and to revest in Grantor the estate theretofore conveyed to Grantee, if at any time after conveyance of title to Grantee, any of the following shall occur:

(a) Grantee, at any time and for any reason, shall abandon the Property or for any reason fail to comply with the Use Covenant or the Operating Covenant, and such abandonment or failure has not been cured within one hundred eighty (180) days after notice thereof from Grantor; provided, however, if Grantee has begun to cure such abandonment or failure within such one hundred eighty (180) day period and diligently pursues to cure such abandonment or failure to completion, Grantor shall not have the right to terminate such estate; or

(b) Grantee shall fail to maintain or reinstate its tax-exempt, non-profit status within one hundred eighty (180) days following notification from the Federal government or State of California that its tax-exempt, non-profit status is in jeopardy; or

(c) Upon commencement of any foreclosure proceedings under any encumbrance or lien affecting the Property or any portion thereof provided, however, if Grantee cures such foreclosure proceedings, Grantor’s rights shall not vest; or

(d) Without the express prior written approval of Grantor, Grantee shall, directly or indirectly, voluntarily sell, transfer, dispose of or agree to sell, transfer or dispose of any portion of or any interest in the Property or any portion thereof. For the purpose of this paragraph, the terms "sell" and "transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, transfers made to any subsidiary or affiliated entities, and any "change in ownership" as that term is used from time to time in California real property taxation law, irrespective of the fact that the Property may be exempt from such taxation during the period when owned by Grantor or Grantee; or

The interest created pursuant to this Section 3 shall be a "Power of Termination" as defined in California Civil Code Section 885.010, and shall be separate and distinct from any other right of Grantee herein or under law. Grantor’s Power of Termination, and any such revestment of title to the Property to Grantor shall be free and clear of any liens or encumbrances, and shall not be limited by or be subject to any mortgage, deed of trust or other security instrument, or any rights or interest that may be provided for the protection of the holder of such mortgages, deeds of trust or other security instruments.

*As set forth above, this Section is intended to create and reserve in the Grantor a "Power of termination" under California law, and not a forfeiture prohibited by California law. To the extent that a court of competent jurisdiction determines that this Section does involve a forfeiture, however, the terms and provisions of this Section shall be strictly construed to minimize or eliminate any such forfeiture in light of the fact that Grantor is conveying the Property to Grantee for the specific purpose of the continuous and*

***uninterrupted operation of the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump, related administrative office uses and other related activities in compliance with the Use Covenant and Operating Covenant.***

4. Obligation to Refrain from Discrimination. Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property, or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

5. The covenants contained in this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns, and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

6. Further Assurances. Grantor and Grantee agree to take any actions or execute any documents as may be reasonably necessary to finalize and execute the rights and covenants contained in this Grant Deed.

7. Notices. All notices required to be provided under this Grant Deed shall be provided in writing.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective and duly-authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

CITY OF EL PASO DE ROBLES, a municipal corporation and political division of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

The provisions of this Grant Deed are hereby approved and accepted.

**GRANTEE:**

PASO ROBLES MUSEUM FOUNDATION, a private,  
non-profit corporation

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

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

Its: \_\_\_\_\_

## Notary 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  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)                       Limited
- General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

# Notary 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  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

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 Corporate Officer

\_\_\_\_\_  
Title(s)

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Title or Type of Document

- Partner(s)                       Limited  
    General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other:

\_\_\_\_\_  
Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

SCHEDULE 1

LEGAL DESCRIPTION OF THE PROPERTY