



## Council Agenda Report

From: John Falkenstien, City Engineer

Subject: Approve and Authorize the Execution of an Agreement for Exchange of Real Property Interests (417 Montebello Oaks Drive - Robert Fash)

Date: December 20, 2016

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### **Facts**

1. Robert Fash owns a home located at 417 Montebello Oaks Drive, identified as Lot 4 of Tract 2573 (the "Fash Property").
2. The City owns open space property adjacent to the Fash Property identified as Lot 35 of Tract 2571 (the "City Property").
3. The original builder of the home on the Fash Property developed a portion of the driveway and front yard landscaping for the home on a portion of the immediately adjacent City Property.
4. Fash and the City desire to resolve the encroachment through an exchange of parcels of land of equal acreage.
5. The Fash exchange property contains a large oak tree that would be of compatible use and would augment the use of the City property.
6. The City Attorney has developed an agreement, amenable to Fash, that sets forth the terms of the property exchange.

### **Options**

1. Take no action.
2. Approve the agreement outlining terms of an even-acreage property exchange between Robert Fash, owner of property at 417 Montebello Oaks Drive and the City, owner of adjacent open space property.
3. Refer back to staff to analyze the benefit of requiring Fash to purchase the desired acreage from the City without his provision of additional open space acreage.
4. Amend or modify one of the above options.

### **Analysis & Conclusion**

Robert Fash, owner of property at 417 Montebello Oaks Drive, has approached the City with an offer to exchange open space areas of real property so that he may acquire frontage on Montebello Oaks Drive that he currently occupies with a portion of his driveway and front yard landscaping. Mr. Fash acquired these improvements with the purchase of the property.

The City Attorney has prepared an agreement that Mr. Fash has executed, that provides for this even-acreage property exchange. The portion of the Fash property being acquired by the City contains a large oak tree that provides an attractive amenity to the existing open space the City currently owns.

**Fiscal Impact**

Neutral.

**Recommendation**

Approve draft Resolution A authorizing the City Manager to execute an Agreement for Exchange of Real Property Interests between Robert Fash and the City for property located at 417 Montebello Oaks Drive and adjacent open space property.

**Attachments**

1. Location Map
2. Draft Resolution A
  - a. Exhibit A - Agreement for Exchange of Real Property Interests



# **Attachment 2**

## **Draft Resolution A**

### RESOLUTION 16-xxx

RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF EL PASO DE ROBLES AUTHORIZING AN  
AGREEMENT FOR EQUAL EXCHANGE OF REAL PROPERTY INTERESTS  
(417 MONTEBELLO OAKS DRIVE / FASH)

WHEREAS, Robert Fash owns certain real property identified as Lot 4 of Tract 2573, located at 417 Montebello Oaks Drive; and

WHEREAS, the City owns certain real property adjacent to the Fash property identified as Open Space Lot 35 of Tract 2571; and

WHEREAS, the Fash property contains a home on the western portion of the lot and vacant open space on the eastern portion of the lot; and

WHEREAS, the original builder of the home on the Fash property developed a portion of the driveway and landscaping for the home on a portion of the immediately adjacent City property; and

WHEREAS, Mr. Fash and City desire to resolve the encroachment through an exchange of parcels of land of equal acreage; and

WHEREAS, the Fash exchange property contains a large oak tree that would be of compatible use and character to the City property, thereby augmenting the City property; and

WHEREAS, Fash and the City have determined to implement the exchange of property through grant deeds, lot line adjustments, and certificates of compliance, in accordance with the terms and conditions set forth in the Agreement for Exchange of Real Property Interests, attached hereto as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the Agreement for Exchange of Real Property Interests (Exhibit A), and authorizes the City Manager to execute the Agreement, subject to any minor, technical, or non-substantive changes as approved by the City Manager and the City Attorney.

APPROVED this 20<sup>th</sup> day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Steven W. Martin, Mayor

ATTEST:

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Kristen L. Buxkemper, Deputy City Clerk

Exhibit A - Agreement for Exchange of Real  
Property Interests

# **Attachment 2**

## **Draft Resolution A**

### **EXHIBIT A**

**[Agreement for Exchange of Real Property Interests]**



# Exhibit A

## AGREEMENT FOR EXCHANGE OF REAL PROPERTY INTERESTS

This Agreement for Exchange of Real Property Interests (this "Agreement") is made and entered into as of \_\_\_\_\_, 2016, (the "Effective Date") by and between the CITY OF EL PASO DE ROBLES, a municipal corporation of the State of California (the "City") and ROBERT S. FASH, Trustee of the Fash Family Trust dated July 31, 2000 as amended and restated by instrument dated December 19, 2012 ("Fash").

### RECITALS

WHEREAS, Fash owns certain real property identified as Lot 4 of Tract 2573 at 417 Montebello Oaks Drive in the City of El Paso de Robles, County of San Luis Obispo, State of California (Assessor's Parcel Number 025-409-016) ("**Fash Property**") as depicted on **Exhibit "A"**, attached and incorporated herein by this reference; and

WHEREAS, City owns certain real property adjacent to the Fash Property identified as Open Space Lot 35 of Tract 2571 in the City of El Paso de Robles, County of San Luis Obispo, State of California (Assessor's Parcel Number 025-603-016) ("**City Property**") as depicted on Exhibit A; and

WHEREAS, the Fash Property contains a home on the western portion of the parcel and vacant open space on the eastern portion of the parcel; and

WHEREAS, the original builder of the home on the Fash Property developed a portion of the driveway and landscaping for the home on a portion of the immediately adjacent City Property (the "**Encroachment**"); and

WHEREAS, Fash and City desire to resolve the Encroachment through an exchange of parcels of land of equal acreage whereby Fash would acquire 2,573 square feet of the City Open Space Property containing the Encroachment (the "**City Exchange Property**"), as depicted in Exhibit A, attached hereto and incorporated herein by reference, and as more particularly described in the Legal Description of the City Exchange Property, attached hereto as Exhibit B-1 and incorporated herein by reference, and the City would acquire the eastern vacant portion of the Fash Property consisting of 2,573 square feet (the "**Fash Exchange Property**"), also as depicted in Exhibit A and more particularly described in the Legal Description of the Fash Exchange Property, attached hereto as Exhibit B-2 and incorporated herein by reference; and

WHEREAS, the Fash Exchange Property contains a large oak tree that would be of compatible use and character to the City Property, thereby augmenting the City Property; and

WHEREAS, Fash and City have determined to implement the exchange of property through grant deeds, lot line adjustments and certificates of compliance, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, City and Fash hereby agree as follows:

1

FashPropExchAgt (FINAL)

82473.03046\29263056.7

# Exhibit A

## AGREEMENT

### 1. Exchange of Property.

1.1 Fash agrees to grant, transfer, and convey to City, and City agrees to accept, Fash's fee title in the Fash Exchange Property upon the terms and conditions herein set forth, free and clear of and from all liens, encumbrances, conditions, restrictions, easements, rights of possession, and leasehold interests, excepting only those of record and except as may be waived in writing by City.

1.2 City agrees to grant and convey to Fash, and Fash agrees to accept, City's fee title to the City Exchange Property, including the landscaping and driveway thereon, upon the terms and conditions herein set forth, free and clear of and from all liens, encumbrances, conditions, restrictions, easements, rights of possession, and leasehold interests excepting only those of record, and except as may be waived in writing by Fash.

### 2. Title.

2.1 Fash has provided City with a preliminary title report covering the Fash Exchange Property issued by First American Title Company (the "**Fash Preliminary Report**"). City shall approve or disapprove any exceptions to title shown on the Fash Exchange Property Preliminary Report in writing within fifteen (15) days after the date of this Agreement, or any supplement to such report issued prior to the Closing. Fash may, at Fash's election, cause any title exceptions disapproved in such manner by City to be removed before the Closing, provided, however, that Fash shall remove, by or at the Closing all monetary liens, if any, excluding taxes and assessments not yet due or owing. City shall have the right, in City's discretion, to approve the method used to remove title exceptions from the Fash Preliminary Report, which shall include, among other things, a modified deed of trust or partial reconveyance of the lien under the deed of trust recorded in favor of USAA Federal Savings Bank ("**USAA Partial Reconveyance**"). If Fash elects not to, or fails to, remove any one or more of such disapproved exceptions prior to the Closing, or if any additional items appear which would show as exceptions to title insurance in a title policy, and Fash fails to remove the same prior to the scheduled date for the Closing, City shall have the choice of: (i) terminating this Agreement, in which event neither Fash nor City shall have any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the exchange called for in this Agreement. City shall approve or disapprove any exceptions to title shown on any subsequent or supplemental title reports (which shall include any ALTA surveys requested by City) in writing within ten (10) days after receipt of such reports and copies of all recorded documents shown as exceptions to title on those reports.

2.2 City has provided Fash with a preliminary title report (the "**City Preliminary Report**") covering the City Exchange Property issued by First American Title Company. Fash shall approve or disapprove any exceptions to title shown on the City Preliminary Report in writing within fifteen (15) days after the date of this Agreement, or any supplemental such report issues prior to the Closing. City may, at City election, cause any title exceptions disapproved in such manner by Fash to be removed before the Closing, provided, however, that City shall



# Exhibit A

remove, by or at the Closing, all monetary liens, if any, excluding taxes and assessments not yet due or owing. Fash shall have the right, in Fash's discretion, to approve the method used to remove title exceptions from the City Preliminary Report. If City elects not to, or fails to, remove any one or more of such disapproved exceptions prior to the Closing, or if any additional items appear which would show as exceptions to title insurance in a title policy, and City fails to remove the same prior to the scheduled date for the Closing, Fash shall have the choice of: (i) terminating this Agreement, in which event neither City nor Fash shall have any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the exchange called for in this Agreement. Fash shall approve or disapprove any exceptions to title shown on any subsequent or supplemental title reports in writing within ten (10) days after receipt of such reports and copies of all recorded documents shown as exceptions to title on those reports.

3. Escrow. The parties have agreed that an escrow account is not required for the transaction contemplated by this Agreement. The parties agree to cooperate to execute and record all documents and take such actions as are required for the Closing, consistent with this Agreement.

4. Closing. For purposes of this Agreement, "Closing" means the recordation of all documents noted in Section 13 of this Agreement which shall occur concurrently on \_\_\_\_\_, 2016, or on such other date as the parties hereto shall mutually agree in writing, subject to approval of Title as provided in Section 2.

5. Conveyance and Lot Line Adjustments. Upon conveyance of the City Exchange Property to Fash and conveyance of the Fash Exchange Property to City, the respective lot lines for the Fash Property and the City Property shall be adjusted (the "**Lot Line Adjustments**"). The legal description of the property to be owned by Fash upon completion of the Lot Line Adjustment (the "**Revised Fash Property**") and the legal description of the property to be owned by City upon completion of the Lot Line Adjustment (the "**Revised City Property**") shall be reflected in certificates of compliance which shall be recorded as a part of the Closing.

6. Costs and Fees.

6.1 Charges and expenses incurred in this transaction are to be borne by the parties to this Agreement as follows:

6.1.1 The parties shall equally divide any fees, if any, charged by First American Title Company for the Fash Preliminary Report, the City Preliminary Report or any other costs associated with this transaction.

6.1.2 Each party shall bear the cost of any documentary transfer taxes applicable to the transfer of title to the Property received by that party.

6.1.3 Each party shall pay any recording fees associated with recordation of title to the Property received by that party.

6.1.4 Each party shall pay any costs required to clear title to the Property it owns, as required by Section 2.

# Exhibit A

6.1.5 Any miscellaneous costs shall be borne by the parties according to custom in San Luis Obispo County.

6.2 All other charges and credits with respect to each Property shall be prorated to the Closing on the basis of a thirty- (30) day month.

6.3 In the event of any termination of this Agreement or the failure of the Closing to occur as provided herein due to a default of a party or the exercise of a party's right to terminate as provided herein, then the defaulting or terminating party (as the case may be) shall pay any costs imposed by First American Title Company related to this transaction.

7. Taxes, Assessments, Penalties, Etc. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Fash Exchange Property or the City Exchange Property, except as otherwise expressly set forth in this Agreement, shall be paid by each respective current owner to the Closing. Any and all costs required to pay off or otherwise clear such liens from title, including but not limited to remaining balances, past, present and future interest, prepayment penalties or charges, shall be at the sole cost and expense of each respective current owner.

## 8. Properties Transferring in "As Is" Condition.

8.1 City acknowledges and agrees that except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the transfer of the Fash Exchange Property is made on an "As Is," "Where Is" condition and basis with all faults.

8.2 Fash acknowledges and agrees that except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the transfer of the City Exchange Property is made on an "As Is," "Where Is" condition and basis with all faults.

## 9. Representations and Warranties.

### 9.1 By Fash - Fash represents and warrants:

9.1.1 That Fash has the full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder;

9.1.2 That this Agreement constitutes a legal, valid and binding obligation of Fash enforceable in accordance with its terms;

9.1.3 That Fash has no actual knowledge of any pending or threatened proceeding which may affect the Fash Exchange Property;

9.1.4 That there is no litigation, administrative action, or proceeding pending or threatened against or relating to the Fash Exchange Property or any part thereof, nor does Fash know or have reason to know any basis for any such action; and



# Exhibit A

9.1.5 That except as otherwise disclosed in writing, to the Fash's actual knowledge, the Fash Exchange Property is not in violation of any federal, state, or local law, ordinance, regulation, order, decree or judgment relating to environmental conditions on, under, or about the Fash Exchange Property.

9.2 By City - City represents and warrants:

9.2.1 That City has the full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder;

9.2.2 That this Agreement constitutes a legal, valid and binding obligation of City enforceable in accordance with its terms;

9.2.3 That City has no actual knowledge of any pending or threatened proceeding which may affect the City Exchange Property;

9.2.4 That there is no litigation, administrative action, or proceeding pending or threatened against or relating to the City Exchange Property or any part thereof, nor does City know or have reason to know any basis for any such action; and

9.2.5 That except as otherwise disclosed in writing, to City's actual knowledge, the City Exchange Property is not in violation of any federal, state, or local law, ordinance, regulation, order, decree or judgment relating to environmental conditions on, under, or about the City's Property.

9.3 "Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is (i) regulated by any local governmental agency, the State of California or the United States Government (ii) defined as such in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Fash Exchange Property and the City Exchange Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code § 25300 et seq.), and the Hazardous Waste Control Law (California Health and Safety Code §§ 25100 et seq.); (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302), (iv) asbestos, or asbestos containing material; (v) radon gas; (vi) petroleum or petroleum fractions; (vii) any explosive substances; (viii) polychlorinated biphenyl, (ix) a radioactive material, and (x) perchlorate.

10. Survival Of Representations And Warranties; Hold Harmless. All of the representations and warranties of City and Fash made in conjunction with or pursuant to this Agreement shall survive the Closing and the delivery of the Grant Deeds, for a period of one (1) year after the Closing, and any claim made for a breach of any such warranty shall be made by written notice to the other party, served within such one (1) year period.

# Exhibit A

11. Fash Conditions of Closing. The Closing and Fash's obligation to complete the transfer of the Fash Exchange Property to City is conditioned on:

11.1 The payment by City of all costs and fees to be paid by City, as provided in Section 6;

11.2 The representations and warranties of City contained in this Agreement being true on and as of the Closing as if the same were made on and as of such date;

11.3 City having executed all documents as required by this Agreement and having complied with all other covenants and conditions to be performed or complied with by City, including without limitation the Grant Deed (the "**City Grant Deed**"), substantially in the form attached hereto as **Exhibit "C"** and made a part hereof; and

11.4 City not having exercised its right under Section 2.1 to terminate this Agreement.

Should any of the conditions to Fash's obligation to close this transaction and complete the transfer of the Fash Exchange Property as specified in this Agreement fail to occur prior to the date established herein for the Closing, Fash shall have the power, exercisable by giving written notice to City, to terminate this Agreement.

12. City's Conditions of Closing. The Closing and City's obligation to complete the transfer of the City Exchange Property to Fash is conditioned on:

12.1 The payment by Fash of all costs and fees to be paid by Fash, as provided in Section 6;

12.2 The representations and warranties of Fash contained in this Agreement being true on and as of the Closing as if the same were made on and as of such date;

12.3 Fash having executed and delivered to the City all documents as required by this Agreement and having complied with all other covenants and conditions to be performed or complied with by Fash, including without limitation the Lot Line Adjustment, and Grant Deed (the "**Fash Grant Deed**") substantially in the form attached hereto as **Exhibit "D"** and made a part hereof;

12.4 Fash not having exercised its right under Section 2.2 to terminate this Agreement.

Should any of the conditions to City's obligation to close this transaction and complete the transfer of the City Transfer Property as specified in this Agreement fail to occur prior to the date established herein for the Closing, City shall have the power, exercisable by giving written notice to Fash, to terminate this Agreement.

13. Closing. At the close of escrow, the parties shall cooperate to ensure that the following shall occur:

13.1 Record the Certificates of Compliance;



# Exhibit A

13.2 Record the Lot Line Adjustments and Record of Survey Map;

13.3 Record Grant Deeds; and

13.4 Record the USAA Partial Reconveyance.

14. Notice. Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by U.S. express or certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as may be designated by the parties from time to time by notice given in accordance with this Section. Any notice mailed as set forth in this Section shall be deemed received upon receipt.

If to Fash: Robert S. Fash  
417 Montebello Oaks Drive  
Paso Robles, CA 93446

If to City: John Falkenstien, City Engineer  
City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

15. Brokers' Commissions. Each party hereby warrants to the other party that their sole contact with the other or with either of the properties exchanged pursuant to this transaction has been directly between themselves and their agents and employees. The parties further each hereby warrant to the other that no person or entity can properly claim a right to a commission, finder's fee or other compensation based upon contacts or understandings between such claimant and Fash or City with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

16. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning the transaction contemplated by this Agreement, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs, including attorneys' fees and costs of trial and incurred executing upon or appealing any judgment.

17. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, permitted assigns, and other successors in interest.

18. Entire Agreement. This Agreement constitutes the sole and only agreement between Fash and City concerning either of the properties being exchanged under this Agreement and their rights and duties in connection with these properties. Any prior or other agreements or

# Exhibit A

representations between Fash and City regarding those matters are null and void unless expressly set forth in this Agreement. Time is of the essence to this Agreement.

19. Waivers. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

20. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

21. Construction. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In any action or proceeding concerning this Agreement, the parties consent to the jurisdiction and venue of the State Courts in and for the County of San Luis Obispo, California.

23. Further Assurances. Fash and City agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of, this Agreement.

24. Joint Drafting. Fash and City acknowledge that this Agreement was negotiated at arm's length, and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of \_\_\_\_\_, 2016.

*{Signatures on following page}*

# Exhibit A

FASH:

Robert S. Fash, As Trustee of the Fash  
Family Trust, dated July 31, 2000



Robert S. Fash

CITY:

City of El Paso de Robles, a municipal  
corporation of the State of California

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

Thomas Frutchey  
City Manager

Attest:

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

Kristen L. Buxkemper  
Deputy City Clerk

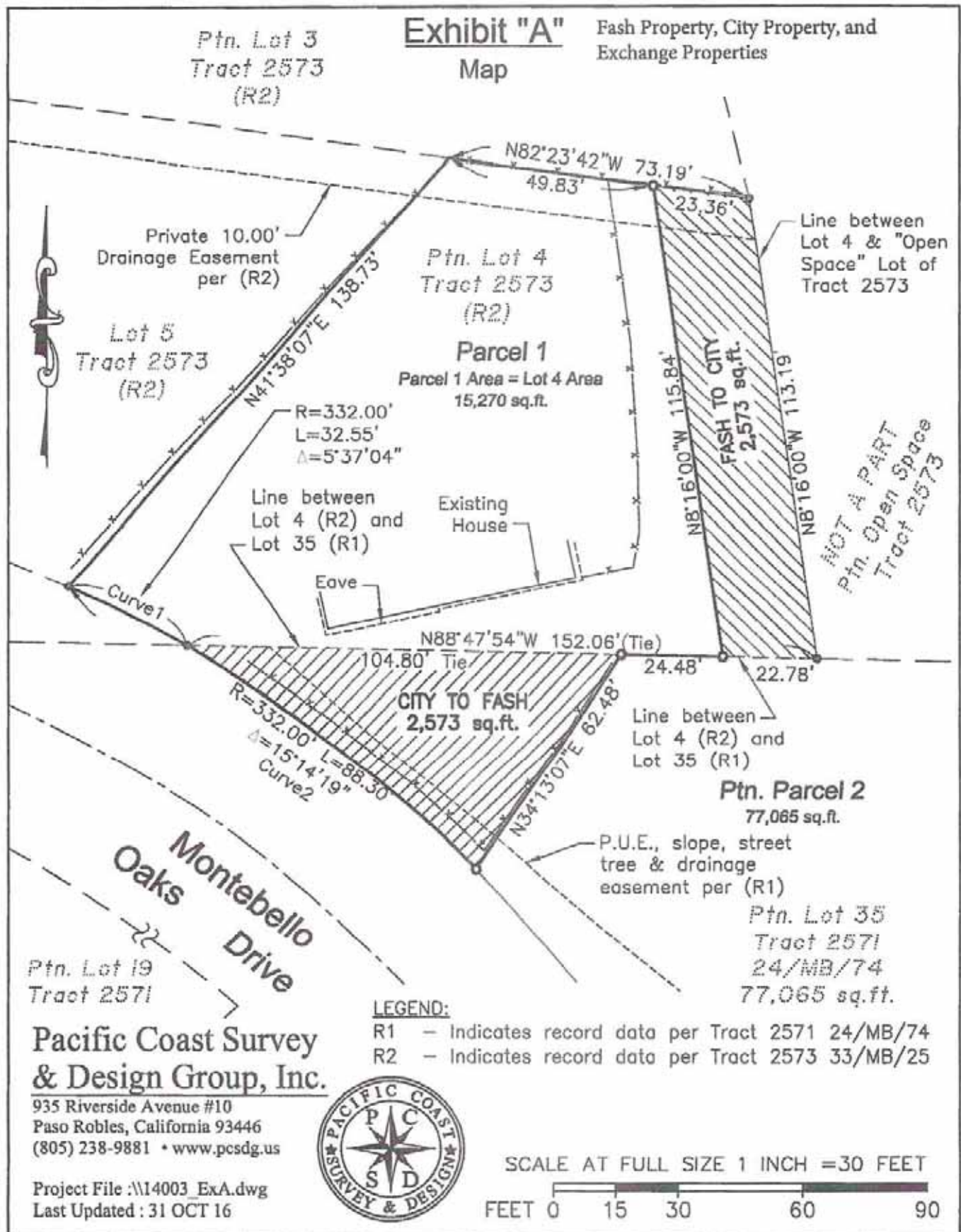
Approved as to Form:

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

Iris P. Yang  
City Attorney



# Exhibit A





# Exhibit A

**Exhibit "B-1"**  
**Legal Description**  
**City Exchange Property**

That portion of Lot 35 of Tract 2571 in the City of Paso Robles, County of San Luis Obispo, State of California, according to the map recorded November 29, 2004 in Book 24 of Maps, at Pages 71 through 75, records of said County, more particularly described as follows:

**Commencing** at the northeast corner of Lot 4 of Tract 2573, in said City, County and State, according to the map recorded April 19, 2012 in Book 33 of Maps, at Pages 24 through 26, records of said County, being marked by a 5/8" rebar tagged "LS 5201" set in concrete, shown as a 1/2" rebar on the Map for said Tract 2573;

Thence North 82°23'42" West along the northerly line of said Lot 4, a distance of 23.36 feet to a point marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571";

Thence South 8°16'00" East, a distance of 115.84 feet to a point on the southerly line of said Lot 4 marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", from which a 5/8" rebar tagged "LS 5201" (shown as 1/2" rebar on the Map for said Tract 2573) bears South 88°47'54" East along said southerly line of Lot 4, a distance of 22.78 feet;

Thence North 88°47'54" West along said southerly line of Lot 4, a distance of 24.48 feet to a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571, said point being the **True Point of Beginning**;

Thence South 34°13'07" West, a distance of 62.48 feet to a point on the northerly right of way line of Montebello Oaks Drive as shown on the Map for said Tract 2571, said right of way line also being the westerly line of said Lot 35, marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", said point being the beginning of a curve concave to the southwest having a radius of 332.00 feet and a radial bearing of North 45°20'27" East;

Thence northwesterly along said curve and northerly right of way line through a central angle of 15°14'19" a distance of 88.30 feet to a point of intersection of said right of way line with said southerly line of Lot 4, marked by a 5/8" rebar tagged "LS 5201" (shown as 1/2" rebar on the Map for said Tract 2573);

Thence South 88°47'54" East along said southerly line of Lot 4, a distance of 104.80 feet to the **Point of Beginning**;

Contains 2,573 square feet, more or less.



# Exhibit A

**Exhibit "B-2"**  
Legal Description  
Fash Exchange Property

That portion of Lot 4 of Tract 2573, in the City of Paso Robles, County of San Luis Obispo, State of California, according to the map recorded April 19, 2012 in Book 33 of Maps, at Pages 24 through 26, records of said County, more particularly described as follows:

**Beginning** at the northeast corner of said Lot 4 being marked by a 5/8" rebar tagged "LS 5201" set in concrete, shown as a 1/2" rebar on the Map for said Tract 2573;

Thence North 82°23'42" West along the northerly line of said Lot 4, a distance of 23.36 feet to a point marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571";

Thence South 8°16'00" East, a distance of 115.84 feet to a point on the southerly line of said Lot 4 marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", from which a 5/8" rebar tagged "LS 5201" (shown as 1/2" rebar on the Map for said Tract 2573) bears South 88°47'54" East along said southerly line of Lot 4, a distance of 22.78 feet;

Thence South 88°47'54" East along said southerly line of Lot 4, a distance of 22.78 feet to the southeast corner of Lot 4 marked by said 5/8" rebar tagged "LS 5201";

Thence North 8°16'00" West along the easterly line of said Lot 4, a distance of 113.19 feet to the **Point of Beginning**;

Contains 2,573 square feet, more or less.



DRAFT

Exhibit A

**RECORDING REQUESTED BY:**  
First American Title

**MAIL TAX STATEMENT  
AND WHEN RECORDED MAIL DOCUMENT TO:**  
Robert S. Fash, Trustee  
417 Montebello Oaks Drive  
Paso Robles, CA 93446

Space Above This Line for Recorder's Use Only

A.P.N.: Portion of 025-409-016 and  
Portion of 025-603-016

File No.: 4001-5157638 (LI)

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$-0-; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- [ ☒ ] computed on the consideration or full value of property conveyed, OR  
[        ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[        ] unincorporated area; [ ☒ ] City of Paso Robles, and  
[ ☒ ] Exempt from transfer tax; Reason: Deed to perfect lot line adjustment - Parcel 1 of Certification of Compliance 2016-

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**City of El Paso de Robles**

hereby GRANT(s) to **Robert S. Fash, Trustee of the Fash Family Trust, dated July 31, 2000 as amended  
and restated by instrument dated December 19, 2012**

the following described property in the City of **Paso Robles**, County of **San Luis Obispo**, State of **California**:

**Those portions of Lot 4 of Tract 2573, in the City of Paso Robles, County of San Luis Obispo, State of California, according to the map recorded April 19, 2012 in Book 33 of Maps, at Pages 24 through 26, records of said County and Lot 35 of Tract 2571 in said City, County and State, according to the map recorded November 29, 2004 in Book 24 of Maps, at Pages 71 through 75, records of said County, more particularly described as follows:**

**Commencing at the northeast corner of said Lot 4 being marked by a 5/8" rebar tagged "LS 5201" set in concrete, shown as a 1/2" rebar on the Map for said Tract 2573;**

**Thence North 82°23'42" West along the northerly line of said Lot 4, a distance of 23.36 feet to a point marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", said point being the True Point of Beginning;**

**Thence South 8°16'00" East, a distance of 115.84 feet to a point on the southerly line of said Lot 4 marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", from which a 5/8" rebar tagged "LS 5201" (shown as 1/2" rebar on the Map for said Tract 2573) bears South 88°47'54" East along said southerly line of Lot 4, a distance of 22.78 feet;**

**Thence North 88°47'54" West along said southerly line of Lot 4, a distance of 24.48 feet to a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571;**

Mail Tax Statements To: **SAME AS ABOVE**

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EXHIBIT C  
Form of City Grant Deed

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# Exhibit A

Grant Deed - continued

Date: 10/12/2016

Thence South 34°13'07" West, a distance of 62.48 feet to a point on the northerly right of way line of Montebello Oaks Drive as shown on the Map for said Tract 2571, said right of way line also being the westerly line of said Lot 35, marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", said point being the beginning of a curve concave to the southwest having a radius of 332.00 feet and a radial bearing of North 45°20'27" East;

Thence northwesterly along said curve and northerly right of way line through a central angle of 15°14'19" a distance of 88.30 feet to a point of intersection of said right of way line with said southerly line of Lot 4, marked by a 5/8" rebar tagged "LS 5201" (shown as 1/2" rebar on the Map for said Tract 2573), said point also being the beginning of a non-tangent curve concave to the southwest having a radius of 332.00 feet and a radial bearing of North 29°55'20" East;

Thence northwesterly along said curve and northerly right of way line through a central angle of 5°37'04" a distance of 32.55 feet to the southwest corner of said Lot 4 marked by a 5/8" rebar tagged "LS 5201" (shown as 1/2" rebar on the Map for said Tract 2573);

Thence North 41°38'07" East, along the westerly line of said Lot 4, a distance of 138.73 feet to the northwest corner of said Lot 4;

Thence South 82°23'42" East along said northerly line of Lot 4, a distance of 49.83 feet to the Point of Beginning;

Excepting therefrom an undivided 1/2 interest in all oil, gas and other hydrocarbon substances and minerals in, on or under said land as reserved by Clinton R. Maddux and Ellen Bernice Maddux, husband and wife in deed dated April 13, 1949 and recorded May 13, 1949 in Book 522, Page 325 of Official Records, which provides however that in the event oil, gas and other hydrocarbon substances or minerals are not discovered in commercial quantities before March 11, 1964 all right, title and interest of the grantors in said reservations shall automatically cease and terminate, and said undivided 1/2 interest shall pass to the grantee without further action of the parties.

Bearings and distances used herein are based upon the NAD '83, Zone 5, California Coordinate System (grid), US Survey Feet. Multiply distances called by 0.99999189 to obtain ground level distances.

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# Exhibit A

Grant Deed - continued

Date: **10/12/2016**

A.P.N.: Portion of 025-409-016 and  
Portion of 025-603-016

File No.: 4001-5157638 (LI)

Dated: October 12, 2016

**City of El Paso de Robles**

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**Tom Frutchey, City Manager of the City of El Paso  
de Robles**

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Page 3 of 5  
**EXHIBIT C**  
**Form of City Grant Deed**

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Exhibit A

Grant Deed - continued

Date: 10/12/2016

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 \_\_\_\_\_ )SS

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ 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 \_\_\_\_\_

This area for official notarial seal.

DRAFT

EXHIBIT C  
Form of City Grant Deed

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# Exhibit A

Grant Deed - continued

Date: **10/12/2016**

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

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DRAFT

DRAFT

DRAFT

# Exhibit A

DRAFT

**RECORDING REQUESTED BY:**

First American Title

**MAIL TAX STATEMENT**

**AND WHEN RECORDED MAIL DOCUMENT TO:**

City of El Paso de Robles

1000 Spring Street

Paso Robles, CA 93446

Space Above This Line for Recorder's Use Only

A.P.N.: Portion of 025-409-016 and  
Portion of 025-603-016

File No.: 4001-5157638 (LI)

## GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$-0-; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- [ ☒ ] computed on the consideration or full value of property conveyed, OR  
[        ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[        ] unincorporated area; [ ☒ ] City of Paso Robles, and  
[ ☒ ] Exempt from transfer tax; Reason: Deed to perfect lot line adjustment - Parcel 2 of Certification of Compliance 2016-

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Robert S. Fash, Trustee of the Fash Family Trust, dated July 31, 2000 as amended and restated by  
Instrument dated December 19, 2012**

hereby GRANT(s) to **City of El Paso de Robles**

the following described property in the City of **Paso Robles**, County of **San Luis Obispo**, State of **California**:

**Lot 4 of Tract 2573, in the City of Paso Robles, County of San Luis Obispo, State of California,  
according to the map recorded April 19, 2012 in Book 33 of Maps, at Pages 24 through 26,  
records of said County and Lot 35 of Tract 2571 in said City, County and State, according to  
the map recorded November 29, 2004 in Book 24 of Maps, at Pages 71 through 75, records  
of said County.**

**EXCEPT THEREFROM that portion more particularly described as follows:**

**Commencing at the northeast corner of said Lot 4 being marked by a 5/8" rebar tagged "LS  
5201" set in concrete, shown as a 1/2" rebar on the Map for said Tract 2573;**

**Thence North 82°23'42" West along the northerly line of said Lot 4, a distance of 23.36 feet  
to a point marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", said point  
being the True Point of Beginning;**

**Thence South 8°16'00" East, a distance of 115.84 feet to a point on the southerly line of said  
Lot 4 marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", from which a  
5/8" rebar tagged "LS 5201" (shown as 1/2" rebar on the Map for said Tract 2573) bears  
South 88°47'54" East along said southerly line of Lot 4, a distance of 22.78 feet;**

Mail Tax Statements To: **SAME AS ABOVE**

DRAFT

## EXHIBIT D

### Form of Fash Grant Deed

DRAFT



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# Exhibit A

Grant Deed - continued

Date: 10/12/2016

Thence North 88°47'54" West along said southerly line of Lot 4, a distance of 24.48 feet to a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571";

Thence South 34°13'07" West, a distance of 62.48 feet to a point on the northerly right of way line of Montebello Oaks Drive as shown on the Map for said Tract 2571, said right of way line also being the westerly line of said Lot 35, marked by a 1"x24" Iron Pipe with Aluminum Cap stamped "LS 7571", said point being the beginning of a curve concave to the southwest having a radius of 332.00 feet and a radial bearing of North 45°20'27" East;

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Bearings and distances used herein are based upon the NAD '83, Zone 5, California Coordinate System (grid), US Survey Feet. Multiply distances called by 0.99999189 to obtain ground level distances.

DRAFT

Page 2 of 5  
EXHIBIT D

Form of Fash Grant Deed

DRAFT

DRAFT

# Exhibit A

Grant Deed - continued

Date: **10/12/2016**

A.P.N.: Portion of 025-409-016 and  
Portion of 025-603-016

File No.: 4001-5157638 (LI)

Dated: October 12, 2016

**Fash Family Trust, dated July 31, 2000 as amended and restated by instrument dated December 19, 2012**

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**Robert S. Fash, Trustee**

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# Exhibit A

Grant Deed - continued

Date: 10/12/2016

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 \_\_\_\_\_ )SS

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ 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 \_\_\_\_\_

This area for official notarial seal.

DRAFT

DRAFT



DRAFT

Exhibit A

Grant Deed - continued

Date: 10/12/2016

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Signature \_\_\_\_\_

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DRAFT

DRAFT