



Council Agenda Report

From: Meg Williamson, Assistant City Manager

Subject: Professional Services Agreements- Real Estate & Property Management Services
Consideration of Establishing a List of Qualified Real Estate Teams and Authorizing the City Manager to Execute Professional Services Agreements with Each

Date: October 3, 2017

Facts

1. The City of Paso Robles owns approximately 2,277 acres (291 separate parcels) located mainly inside the city limits (see Attachment 1 – *City Owned Property Map*). These publicly held lands have varied zoning designations, including: Parks and Open Space, Agricultural, Residential, Public Facilities, Commercial, and Industrial.
2. The City's public property portfolio includes both developed and undeveloped land. The developed parcels vary from public facility and parks use, to buildings that are leased to others (e.g., train station and airport hangars). In some cases, there are parcels which are under-utilized that could be ripe for reassembly and/or repurposing for enhanced economic vitality. Attachment 2 – *City Owned Property Opportunities*, provides a sampling where real estate, marketing, and/or property management services are foreseeable.
3. To assist in identifying creative and productive business solutions, the City circulated a Request for Proposals (RFP) for Real Estate/Property Management Services (Attachment 3).
4. Seven proposals were received in response to the RFP. Based on demonstrated qualifications, three teams were invited to interview and asked to present their team's strategic approach to serving the City's real estate needs. The interview panel consisted of the City Manager, Assistant City Manager, Public Works Director, and Community Development Director.
5. The three teams interviewed were:
 - Lee & Associates, with Oasis Associates and Peak Management
 - Pacifica Commercial Real Estate
 - Stafford & McCarty
6. The interview panel determined that each of the three teams were professionally qualified and had unique perspectives and/or specialty experience that would be suitable for various city real estate projects. The depth and breadth of experience of each team would enhance the City's ability to evaluate and prioritize its approach to its property portfolio.
7. Establishing Professional Services Agreements with all three teams will enable city staff to engage the services of any one of the teams as needed and appropriate. The specifics of any particular land transaction will be presented to the City Council for public discussion before any acquisition or disposition of property occurs.

Options

1. Take no action.
2. Adopt a list of qualified real estate teams and authorize the City Manager to execute professional services agreements with all teams.
3. Amend the foregoing option.
4. Refer back to staff for additional analysis.

Analysis and Conclusions

The City's diverse property portfolio warrants a broad spectrum of real estate and property management services. Some business circumstances will be clear-cut, such as where a surplus property is marketed for its highest and best price. Other circumstances may require a higher degree of strategy and a long-term approach, such as with the Municipal Airport lease properties. There is an abundance of potential real estate activity that will happen over the course of many months; it makes good sense to have multiple teams available to work with.

Current needs include completion of the sales transaction of a portion of Pioneer Park to the Paso Robles Event Center (approved by City Council in October 2016 and currently awaiting approval by the State Department of General Services), leasing of the train station, and assisting in due diligence associated with the River Lodge Motel property exchange. Future needs will include business attraction and property management services at the Municipal Airport, and potentially real estate assistance for the acquisition and strategic future use and opportunity of the Estrella Boys School. There are multiple real estate projects and property management opportunities to work with all three of the qualified real estate teams over time.

Real estate transactions are presently handled by a core group of full-time staff, supplemented by third-party services. Augmenting city staff with real estate professionals will enhance the City's strategic positioning with its real estate portfolio. The goal with applying productive business solutions to the City's real estate portfolio is to generate sustaining revenue which will be reinvested in a variety of community services, programs and infrastructure.

Fiscal Impact

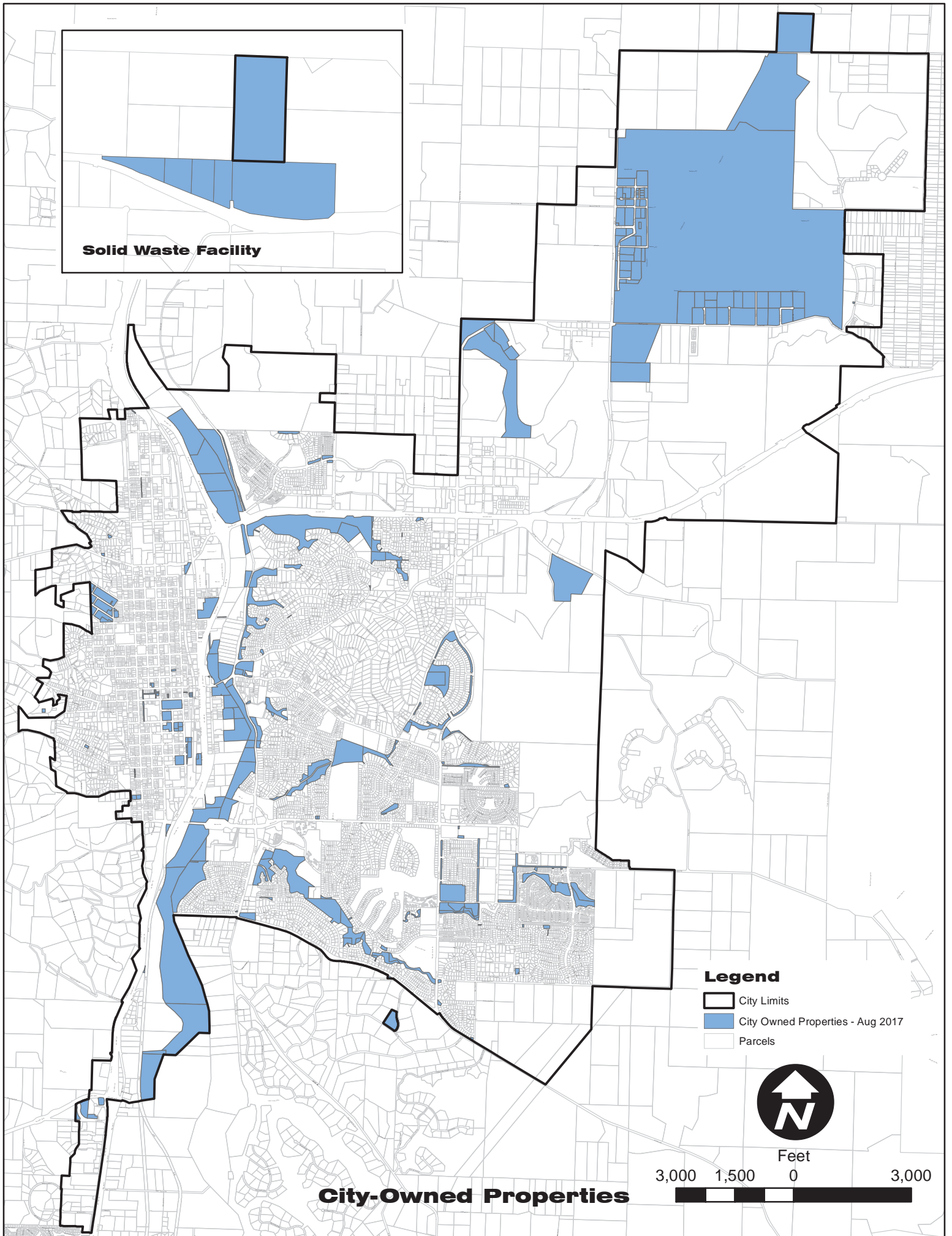
The real estate teams will generally be paid on a commission basis with no "out of pocket" fiscal impacts. There will also be circumstances where a consulting structure (hourly fee-for-service) will apply. In those cases, those hourly costs will be part of the budgetary consideration of a specific project.

Recommendation

Adopt a list of qualified real estate teams and authorize the City Manager to execute professional services agreements with each of the teams: Lee & Associates, with Oasis Associates and Peak Management; Pacifica Commercial Real Estate; and Stafford & McCarty.




Attachments

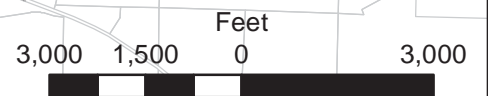
1. City-Owned Property Map
2. City-Owned Property Opportunities
3. Request for Proposals (RFP)
4. Real Estate, Marketing, and Property Management Services - Approved List
5. Real Estate Team Proposals (3)



Solid Waste Facility

Legend

-  City Limits
-  City Owned Properties - Aug 2017
-  Parcels



City-Owned Properties

City Owned Property/Project Opportunities

Theatre Drive @ HWY 46West

Vacant – Commercial Development Potential

NOTE – APNs: 009-831-28, 29 & 30

Paso Robles Street

Property assembly – Redevelopment / Stimulus for Salinas Corridor Vision

NOTE - No specific City owned properties at this time.

Riverside Avenue Maintenance Yard

City Yard – Relocation/Reuse

NOTE – APN: 009-208-002

Train Station

Hospitality Tenant / Property Management

NOTE – APN: 009-156-010

Pioneer Park - East

PREC Sale transaction with the State / 3-Year License Agreement

NOTE – APN: 008-254-002 (portion of)

Pioneer Park – West

Pioneer Museum - Future Sale

NOTE – APN: 008-254-002 (portion of)

Municipal Pool - PRUSD

Long Term Lease - Clean up

NOTE – APN: 008-10-010 / 28th and Oak Streets

Airport Ground

Business Development / Lease negotiation

NOTE – Multiple existing parcels on Dry Creek Road & Wing Way. Potential future parcels/subdivision TBD.

Airport Master Leases

Property Management

NOTE - Management of existing ground leases (already developed with buildings by others)

Airport –City Owned Buildings

Lease / Property Management

NOTE – Space within Airport Terminal, miscellaneous Aircraft Hangers & commercial space

Ladera Lane – County Residential Site

Vacant – Surplus Sale

NOTE – APN: 009-800-001 / 1750 La Cumbre Road

Land Fill – 90+ acres

Vacant – Lease or Sale

NOTE – APNs: 015-042-06, 07, 08, 09 & 10

Estrella Boys School

Acquisition from State – Multi User Agreements / Sale / Lease

NOTE – APN 025-434-001

REQUEST FOR PROPOSALS FOR REAL ESTATE

MARKETING AND BROKERAGE SERVICES

Citywide Properties

DEADLINE: July 24, 2017

The City of Paso Robles, CA seeks a real estate firm specializing in commercial real estate to provide brokerage and marketing services for property owned by the City of Paso Robles. It is the intent of this RFP to have the successful broker/firm enter into a Professional Services Contract with the City to supply real estate services as outlined herein.

Real estate business opportunities include the marketing/sale of surplus property, negotiation of ground and facility leases, property management, and acquisition/assembly/trade of real property. A non-exhaustive list of City owned properties and their potential business opportunity is attached as Exhibit "A."

Background

The City of Paso Robles is a community of over 31,000 residents nestled in the scenic coastal mountain range of central California that is rich with a history of wine, agricultural, and business entrepreneurialism. Situated midway between Los Angeles and San Francisco it is also a gateway to thriving metropolitan areas north, south and east.

The City understands the importance of business and works hard to attract commerce in a diverse array of industries. City owned properties are made up of vacant land (residential, commercial and industrial), under-utilized land that is ripe for reassembly/repurposing, and various buildings serving a range of occupancies (such as tourism/hospitality and aviation orientation). The City of Paso Robles is committed to identifying creative and productive business solutions that will generate revenue, which will be reinvested in a variety of community services, programs and infrastructure.

The City owns an underutilized Municipal Airport, and is seeking a firm that can provide analysis and recommendations regarding site development feasibility, financing scenarios, and comparative lease rate scenarios. The firm will be expected to meet the development objective of the City of Paso Robles to lease land to targeted industry sectors, both aviation and non-aviation; therefore having a global reach will be important.

Request for Proposals

To be considered, interested parties should provide one electronic copy of their proposal to cityclerk@prcity.com with the email subject line of "Proposal – Real Estate Brokerage Services by 5:00 p.m. Pacific Standard Time on **Monday, July 24, 2017.**

The real estate firm will generally be paid on a commission basis and will be expected to work closely with City of Paso Robles designated personnel and provide monthly updates to the City Manager. In addition, there may be specific tasks/projects identified by the City for which an hourly rate will be more appropriate.

The City of Paso Robles reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interests of the City of Paso Robles.

A. SCOPE OF SERVICES

The successful firm shall agree to contract with the City of Paso Robles to provide the following:

- Perform market analysis.
- Develop strategies for leasing and/or sale of properties.
- Work with City Management to negotiate the lease and/or sale of properties with buyers and prospects.
- Work with City Management to negotiate the lease and/or purchase of properties with sellers.
- Coordinate real estate appraisals.
- Handle all other customary activities and services associated with real estate transactions.
- Attendance and presentations at meetings of the City Council and Advisory Boards/Committees of the City of Paso Robles may be required.

B. BROKER'S QUALIFICATIONS

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the California Bureau of Real Estate.
- Must have an excellent reputation in the real estate community.
- Must be knowledgeable in the local real estate market and have experience with small and large commercial properties.
- Must be knowledgeable in the use of all public real estate records.
- Must be able to conduct site development feasibility, financing scenarios, and comparative lease rate scenario analyses.
- Familiarity with Airport lease property is desirable.

C. INSURANCE REQUIREMENTS

For proposal purposes, proposers must submit copies of certificates of insurance for general liability and workers compensation (if applicable). The successful contractor must provide original certificates prior to commencing services.

D. TERM OF CONTRACT

The contract period for the successful broker/firm will be from date of award for one year, with renewable options up to three additional one-year terms.

E. EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit City of Paso Robles to award a contract. The City of Paso Robles reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

G. ORAL PRESENTATION/INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. Interviews are optional and may or may not be conducted.

H. SELECTION CRITERIA

- Knowledge of the local real estate market and Central Coast region.
- Commercial real estate experience, qualifications and references.
- Proven commercial real estate track record.
- Knowledge of various industry sectors, including publicly owned airports.
- Ability of the contractor(s) to meet or exceed the requirements defined in the RFP.
- Fee schedule.
- Completeness of response to RFP as outlined in this solicitation.

I. PROPOSAL SUBMITTAL REQUIREMENTS

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the City of Paso Robles' objectives.

The following information must be included in or with your proposal:

- Years in business and previous names of the firm, if any.
- Description of the firm, including size of firm, location, lead broker to be assigned to perform the proposed services, including a brief resume.
- Description of experience (minimum five years previous experience with proven effectiveness) the firm or organization has in pertinent real estate experience.
- Experience in assisting similar size entities, including any and all services for government agencies.
- List of at least three references to whom the firm provided similar services. Please provide a description of the services, when they were provided, the key people involved, and names and telephone numbers of contact persons for each reference.
- Listing of current litigation, outstanding judgments and liens, if any.
- Fee schedule, which shall include the following items:
 - State your proposed commission rate for sale/purchase and leasing of properties.
 - Hourly rates as may be applicable to special (non-commission) project analysis.
 - State any other costs the City of Paso Robles may anticipate relating to the real estate services to be provided.

J. QUESTIONS/ADDITIONAL INFORMATION

Questions or requests for additional information should be directed to Meg Williamson, Assistant City Manager, City of Paso Robles at mwilliamson@prcity.com. Questions/answers and addenda issued in response to queries for additional information will be provided to all solicited parties and posted on the City of Paso Robles website, no later than July 19, 2017. Questions and requests for additional information regarding the RFP are due in writing no later than July 17, 2017.

REAL ESTATE / BROKERAGE / PROPERTY MANAGEMENT

CONSULTANT TEAM LIST

Approved October 3, 2017

1. Lee & Associates with Oasis Associates and Peak Management
2. Pacifica Commercial Real Estate
3. Stafford McCarty

CITY OF PASO ROBLES



PROPOSALS FOR REAL ESTATE MARKETING AND BROKERAGE SERVICES



Lee & Associates

Request for Proposals for Real Estate Marketing and Brokerage Services July 2017



July 24, 2017

Ms. Meg Williamson, Assistant City Manager
& Selection Committee Members
CITY OF EL PASO DE ROBLES
1000 Spring Street | Paso Robles | CA 93446

**RE: REQUEST FOR PROPOSAL FOR REAL ESTATE MARKETING AND BROKERAGE SERVICES –
CITYWIDE PROPERTIES, CITY OF EL PASO DE ROBLES, CA**

Dear Ms. Williamson, et al.,

We are excited by the prospect of serving in the capacity as your real estate “department” as outlined in your Request for Proposals (“RFP”) for Real Estate Marketing and Brokerage Services. Our approach is to provide the City of El Paso de Robles with a well-coordinated, experienced group of individuals from three firms that can address the array of needs that the city has outlined in its RFP. It is our opinion that we will bring the talent necessary to expertly advise city staff on brokerage, property management, land use planning and consulting.

Our team is comprised of Lee and Associates Commercial Real Estate providing brokerage services, Peak Management providing property management, and Oasis Associates, Inc for planning and consulting services. The areas of specialty represented by our firms will address the scope of services in the RFP in a professional, responsible, and comprehensive manner. The individuals represented in this response will be the points of contact for city staff and will be responsible for assembling and coordinating the services necessary for the city’s various real estate needs. The following represents a brief description of each team member. Additional details on each firm, resumes, references, and fee schedules are also included as part of this response. Please note that fee estimates will be refined as the individual assignments are prioritized and defined.

LEE & ASSOCIATES

With 57 offices and over 890 agents, Lee & Associates focuses on commercial real estate and offers a wide array of services. Marty Indvik and Jeff Allen, Lee & Associates’ Central Coast office, will serve as the brokerage leads. It is our practice to draw from the resources of our company and put forth the best that the firm has to offer on each specific assignment.

Our Tri-Counties offices are comprised of five offices with 26 agents and has been the top firm in the Tri-Counties over the last several years. Since its incorporation in 2006, Lee & Associates’ Central Coast office has brokered development, sales, and leasing transactions throughout the Tri-Counties area and beyond. We believe we are uniquely positioned to offer strong local brokerage that is supported by a talent pool and resources beyond the Central Coast.

PEAK MANAGEMENT

Peak Property Management is a premier property management company in San Luis Obispo, currently managing 169 tenants in 27 commercial, office, industrial and mixed-use properties on the Central Coast of California.

Our company values the relationships with the many tenants of our properties. Those that rent from us appreciate the ability to make payments online as well as communicate any services needed via a convenient online portal. We find that building personal relationships with our tenants, they are quick to communicate with us about any upkeep needed and show more care and respect to the buildings they’re in. We build lasting partnerships with the owners of our properties and provide them with the peace-of-mind that comes with knowing that their investments are being well taken care of. Owners can rest easy knowing that we are available when they need us, as is any information they are interested in staying privy to. At Peak Property Management, we take pride in the transparency available to the owners we partner with and the level of service we provide. We know that by taking great care of your investments, we’re taking great care of you. Management fees and schedules we be developed as the requirements and scope of work is more fully developed.

OASIS ASSOCIATES, INC.

For over three decades, Oasis Associates, Inc. has provided land use planning services to both public and private sector clients. As professional and certified planners, we practice under a set of ethical standards and a “standard of care” (i.e., a level of skill and competence ordinarily and contemporaneously demonstrated by professionals in the same discipline). We pride ourselves on carefully considering the analysis and opinions of others when formulating our professional opinions. We strive to provide a comprehensive data set to our clients to enable them to make well informed decisions.

We feel well suited to be part of this team of professionals to assist the City. Our skill set is derived from our background providing due diligence on a variety of properties/projects for an equally diverse clientele in both a project management role and as a member of a team of professionals. We can balance the overarching requirements of the assignment with the fine-grained details required to provide a diligent, creative, independent, and comprehensive work product.

C.M. Florence, AICP, Principal Planner and Associate Planner, Emily Ewer, AICP look forward to providing their planning expertise and experience to this assignment.

OUR APPROACH

The consultant team has reviewed the City Owned Property/Project Opportunities list, have researched the locations and zoning/land use designations, have a preliminary understanding of the attributes and constraints, and offer the following methodical approach to analyzing the individual properties.

- *Establish roles, responsibilities and communication protocol between the City staff, the consulting team members, and others who may influence the process.*
- *Refine the list of properties and determine specific property categories (e.g., lease sites, surplus properties)*
- *Within the established property categories, determine priority of projects based upon an agreed upon selection criteria.*
- *Establish property specific checklists and a determinate schedule for completion of the identified tasks.*

Thank you in advance for your consideration. We look forward to your positive response.

Lee & Associates | Central Coast

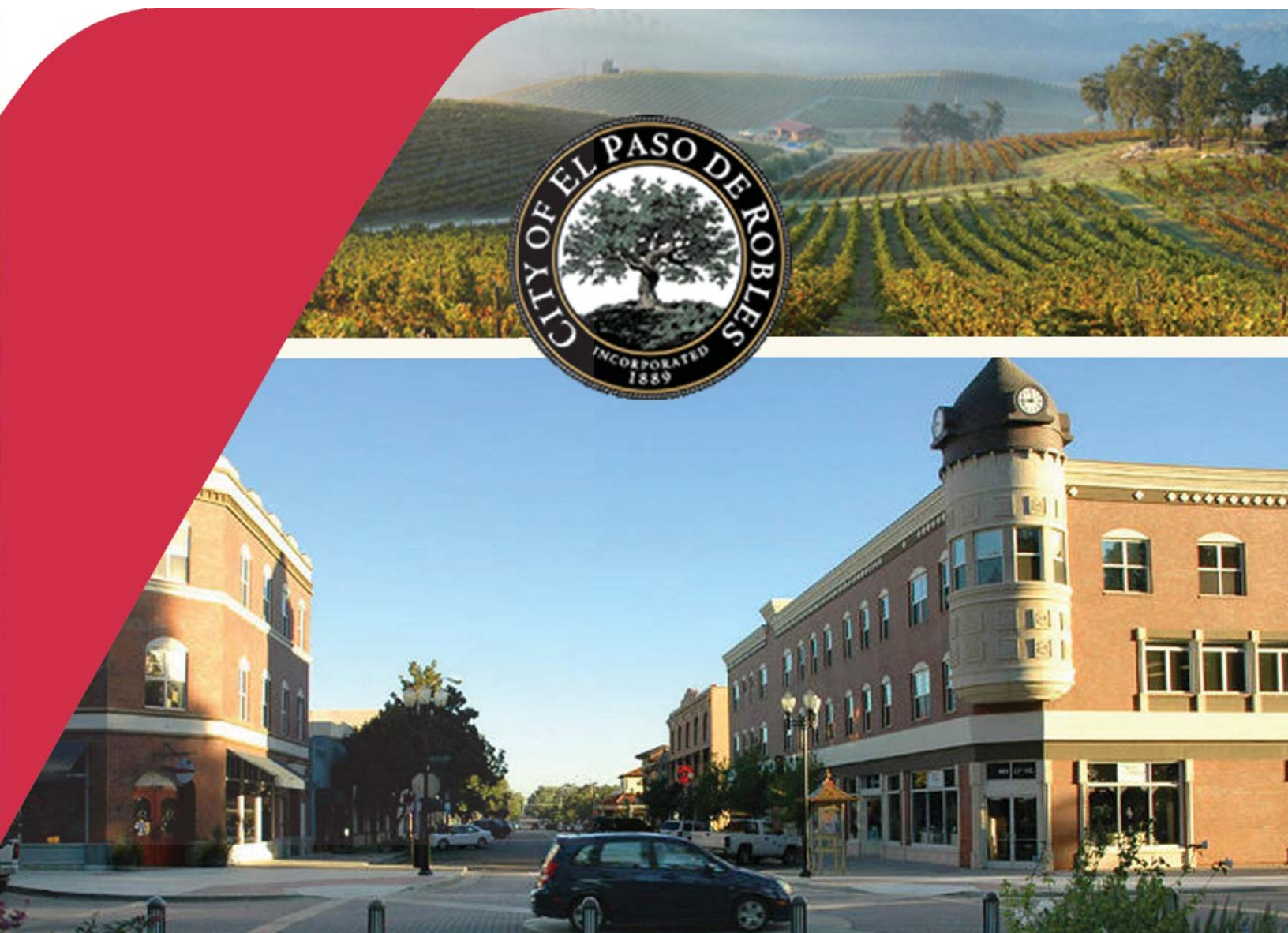
Oasis Associates, INC

Peak Property Management

July 24, 2017

CITY OF PASO ROBLES
1000 SPRING STREET

PASO ROBLES, CA 93446



 **LEE &
ASSOCIATES**
COMMERCIAL REAL ESTATE SERVICES

PRESENTED BY:

Marty Indvik	Jeff Allen
805.782.9000 x17	805.782.9000 x20
mindvik@lee-associates.com	jallen@lee-associates.com
Lic. #961882	Lic. #01313074



COMPANY OVERVIEW & BROKER SERVICES





LEE & ASSOCIATES TRI-COUNTIES

5
offices
within the tri-counties

\$400M
transaction volume
2016

26
brokers
and growing

#1 CRE BROKERAGE

Pacific Coast Business Times for 2013, 2014, 2015 and 2016

Why Companies Prefer To Partner With Us...

INTEGRITY.

ELEVEN YEARS IN BUSINESS. FOUNDED IN 2006.

MARKET LEADER.

SPECIALIZING IN MARKET INTELLIGENCE

LOCAL EXPERTISE.

SEASONED AGENTS WITH RELEVANT TRANSACTION EXPERIENCE

ABILITY TO UNDERSTAND.

EFFECTIVE CLIENT COMMUNICATION AND CREATIVE PROBLEM SOLVING

QUANTIFIABLE RESULTS.

OUR GOAL IS TO HELP OUR CLIENTS ACHIEVE THEIR GOALS

SPECIALITES

industrial

office

retail

multi-family

investments

Pulse on the Market »



COMPANY INFORMATION

Lee & Associates - National

57

offices

and growing nationwide

\$11.6 billion

transaction volume

2016

890

agents

and growing nationwide

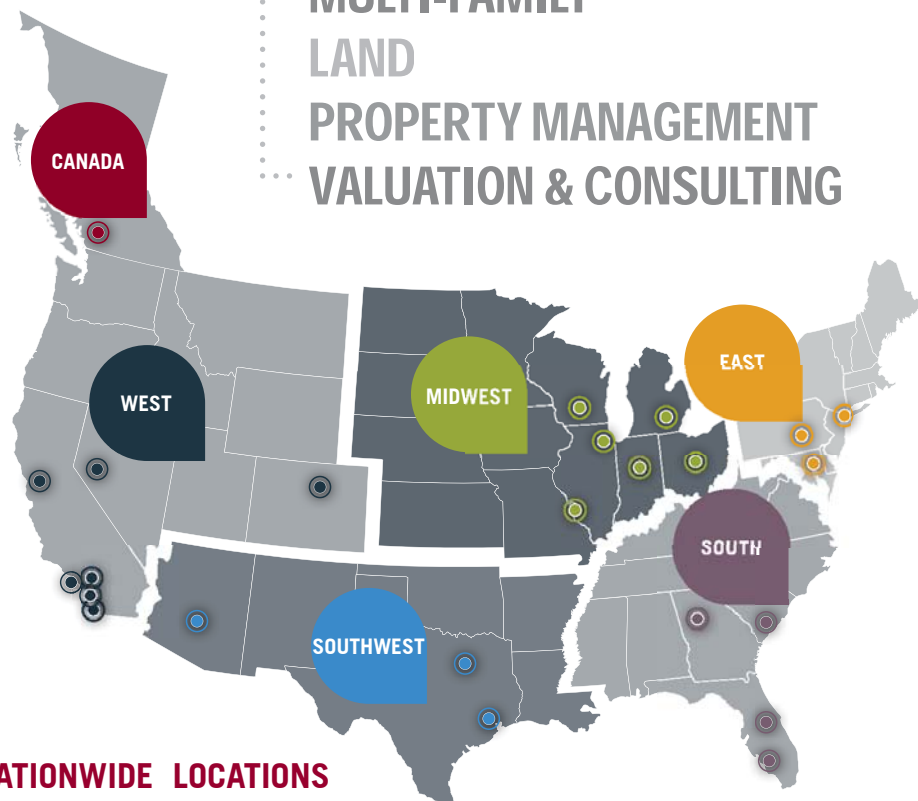
LOCAL EXPERTISE.
NATIONAL REACH.
WORLD CLASS.

At Lee & Associates our reach is national but our expertise is local market implementation. This translates into seamless, consistent execution and value driven market-to-market services.

Our agents understand real estate and accountability. They provide an integrated approach to leasing, operational efficiencies, capital markets, property management, valuation, disposition, development, research and consulting.

We are creative strategists who provide value and custom solutions, enabling our clients to make profitable decisions.

OFFICE
INDUSTRIAL
RETAIL
INVESTMENT
APPRAISAL
MULTI-FAMILY
LAND
PROPERTY MANAGEMENT
VALUATION & CONSULTING



NATIONWIDE LOCATIONS

- Columbus, OH · Houston, TX · Denver, CO · Cleveland, OH · Long Island-Queens, NY · Chesapeake Region, MD · Charleston, SC
- Edison, NJ · Orlando, FL · Fort Myers, FL · Manhattan, NY · Greenville, SC · Atlanta, GA · Greenwood, IN · Indianapolis, IN
- Long Beach, CA · Elmwood Park, NJ · Boise, ID · Palm Desert, CA · Santa Barbara, CA · Antelope Valley, CA · Dallas, TX · Madison, WI
- Oakland, CA · Reno, NV · San Diego, CA · Ventura, CA · San Luis Obispo, CA · Southfield, MI · Los Olivos, CA · Calabasas, CA · St. Louis, MO
- Chicago, IL · Victorville, CA · Temecula Valley, CA · Central LA, CA · Sherman Oaks, CA · West LA, CA · Pleasanton, CA · Stockton, CA
- Las Vegas, NV · Phoenix, AZ · Carlsbad, CA · Industry, CA · Los Angeles, CA · Riverside, CA · Ontario, CA · Newport Beach, CA
- Orange, CA · Irvine, CA · Vancouver, CANADA

■ LEASE

- Provide the initial due diligence necessary for accurate information on marketing materials.
- Preparation and distribution of the broker's materials via a wide variety of marketing outlets.
- Solicitation of appropriate tenants and users via electronic marketing campaigns, print advertisements and other avenues, plus personally contact prospects by phone.
- Provide regular updates of all marketing activity to landlords.
- Tour the property with the prospective tenants and/or their brokers.
- Negotiate the lease agreement consistent with the landlords goals.
- Prepare lease agreements.
- Represent landlord's interest during every step of the lease process.

» SALE

- » Provide the initial due diligence necessary for accurate information on marketing materials.
- » Preparation and distribution of the broker's materials via a wide variety of marketing outlets.
- » Solicitation of appropriate investors and users via electronic marketing campaigns, print advertisements and other avenues, plus personally contact prospects by phone.
- » Provide regular updates of all marketing activity to owners.
- » Tour the property with the prospective buyers and/or their brokers.
- » Negotiate the purchase agreement consistent with the owner's goals.
- » Prepare the sales contract.
- » Represent owner's interest during every step of the marketing and sales process.
- » Escrow closing monitoring with checklists and follow-up with all parties involved.

Where we market your property...

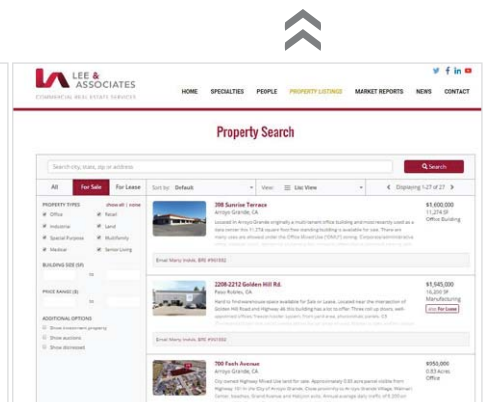
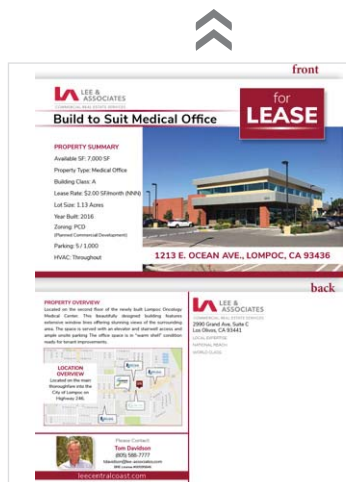
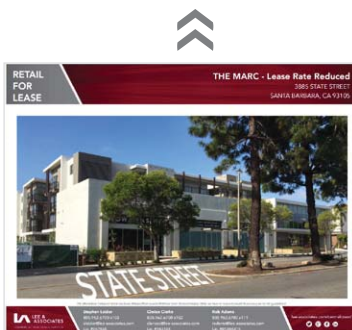
- 1 **COMPREHENSIVE MARKETING PACKAGE.**
PREPARE ATTRACTIVE MARKETING BROCHURE FOR EXTENSIVE DISTRIBUTION
- 2 **MULTI-MEDIA APPROACH.**
TARGETED E-MAIL CAMPAIGNS, DIRECT MAILERS, COLD CALLS, MULTIPLE LISTING SERVICE (MLS), COSTAR AND VARIOUS OTHER OUTLETS
- 3 **WEB PRESENCE.**
PROPERTY WILL BE FEATURED ON OUR LEE & ASSOCIATES MICROSITE, AS WELL AS NATIONAL PLATFORM
- 4 **SIGNAGE.**
INSTALL APPROPRIATE SIGNAGE ON PROPERTY
- 5 **LOOPNET.**
PROPERTY ADVERTISED AS PREMIUM LISTING
- 6 **NETWORK.**
UTILIZE EXCLUSIVE NETWORK TO ATTRACT INTERESTED BUYERS
- 7 **ADVERTISE.**
PLACEMENT IN LOCAL AND/OR REGIONAL PRINT AND DIGITAL PUBLICATIONS

• SAMPLE SIGNAGE •

• SAMPLE FLYER •

• SAMPLE POSTCARD •

• SAMPLE WEBSITE •





MARTY INDVIK

Principal

Specializing in OFFICE,
INDUSTRIAL, INVESTMENT
and CONSULTING Brokerage

PROFILE

Marty is a Principal with Lee Central Coast. Prior to moving to San Luis Obispo, he was an agent with the Lee & Associates City of Industry office where he had the opportunity to work with the firm's founder Bill Lee. Marty was recruited by Lee while he was an agent for Grubb & Ellis's South Bay office in Southern California. Marty has primarily specialized in office and industrial leasing and sales. In addition, he has been involved in various investment transactions. He has brokered over \$60 million in sales in the recent past.

Marty loves the Central Coast and enjoys being part of Lee and the team oriented atmosphere of the firm. When not attending the real estate business, Marty serves on the Board of his local Rotary Club. Most of all, he enjoys spending time with his wife Denise and three sons.

O 805.782.9000
C 805.440.6861
F 805.782.9211
mindvik@lee-associates.com
1230 Higuera Street
San Luis Obispo, CA 93401
License ID: 0961882

NOTABLE TRANSACTIONS

As a Commercial Real Estate Advisor for Lee & Associates, Mr. Indvik has represented the interests of landlords, developers and tenants within northern Santa Barbara and San Luis Obispo counties. Mr. Indvik has been involved with many office and industrial projects, including:

▶ Tennis Warehouse	San Luis Obispo, CA	103,000 SF
▶ Belle Mill Landing	Red Bluff, CA	119,000 SF
▶ Center @ Nor'Wood	Colorado Springs, CO	73,000 SF
▶ Dioptics Facility	San Luis Obispo, CA	98,000 SF
▶ Granada Building	San Luis Obispo, CA	25,000 SF
▶ Visalia Shopping Center	Visalia, CA	102,000 SF
▶ Rail Road Square	San Luis Obispo, CA	23,000 SF
▶ River Oaks Center	Paso Robles, CA	20,000 SF
▶ Sycamore Court	Atascadero, CA	25,000 SF
▶ Cal Trans - DGS	San Luis Obispo, CA	36,000 SF
▶ Eastern Real Estate Group	San Luis Obispo, CA	20 Acre, Land Purchase
▶ MBK Homes	Paso Robles, CA	12.5 Acre, Multi-Family Land Sale

PARTIAL CLIENT LIST

- ▶ Wells Fargo Bank
- ▶ Mission Community Bank
- ▶ American Perspective Bank
- ▶ CygNet Software
- ▶ REC Group
- ▶ AeroMech/AME UAS
- ▶ Westpac Holdings
- ▶ Amazon
- ▶ TRW
- ▶ Scanning Electron Analysis Lab
- ▶ Thai Airways
- ▶ Swiss Airways

EXPERIENCE

- 2003-Present: Principal, Lee & Associates - Central Coast
- 1992-2003: Educator/Administrator, SLCUSD & TUSD, San Luis Obispo Co.
- 1987-1992: Lee & Associates - City of Industry/ Grubb & Ellis South Bay

EDUCATION

- Masters of Education, California Polytechnic State University
- B.S. in Business Administration with emphasis in Economics, University of Redlands



MARTY INDVIK

Principal

Specializing in OFFICE,
INDUSTRIAL, INVESTMENT
and CONSULTING Brokerage

cont.

PASO ROBLES TRANSACTIONS:

- ▶ Represented family on sale on 12.5 Acre multi-family development site.
Scot Arjun scott.s.arjun@gmail.com
- ▶ MBK Real Estate LTD: Kye Evans Acquisitions Buyer of Experimental Station
P: (949) 789-9300 E: KyeEvans@mbk.com
- ▶ Represented on leasing of their commercial center at 8th Street and Spring.
Ot Quast Senior Vice President Manager, Corporate Real Estate Rabobank, N.A.
P: (916) 878-4679 x14679 E: Ot.Quast@rabobank.com
- ▶ Represented Steve Riboli, CEO San Antonio Winery on two separate land purchases
in Golden Hills Business Park totaling 7.5 Acres.
P: (323) 223-1401 E: steve.riboli@sanantoniowinery.com
- ▶ Represented on sale of 2727 River Oaks. 19,500 SF commercial office building.
Estrella Associates: Dick Willhoit President
P: (805) 238-1031 E: dick@estrellaassociates.com
- ▶ Represented in leasing of 2208 Golden Hills Road 16,200SF industrial building.
Edwin Hsu, Charmfield Holdings
P: (310) 489-7440 E: edjjhsu@yahoo.com
- ▶ Propeller Investment Properties:
Represented in sale of 3034 Propeller Dr. a 23,000 SF, R&D building and leasing of
3020 Propeller Dr. a 25,000 SF building.
General Partner, Paul Mazelin P: (805) 610-6444 E: paul.mazelin@gmail.com

O 805.782.9000
 C 805.440.6861
 F 805.782.9211
 mindvik@lee-associates.com
 1230 Higuera Street
 San Luis Obispo, CA 93401
 License ID: 0961882

PARTIAL CLIENT LIST

- ▶ Wells Fargo Bank
- ▶ Mission Community Bank
- ▶ American Perspective Bank
- ▶ CygNet Software
- ▶ REC Group
- ▶ AeroMech/AME UAS
- ▶ Westpac Holdings
- ▶ Amazon
- ▶ TRW
- ▶ Scanning Electron Analysis Lab
- ▶ Thai Airways
- ▶ Swiss Airways



JEFF ALLEN

BROKER ASSOCIATE

Specializing in OFFICE, INDUSTRIAL,
VALUE OPTIMIZATION, INSTITUTIONAL
INVESTMENT SALES and RETAIL LEASING

PROFILE

Jeff Allen has 18 years of commercial real estate experience and has brokered more than 1,000 lease transactions. Mr. Allen specializes in institutional investment sales, office, industrial and retail leasing, and value optimization.

Prior to joining Lee, Jeff was a General Manager for several public and private companies including Transwestern, RREEF Management & Spieker Properties, where he was responsible for the leasing and management of 17 million square-feet. He represented clients such as AEW, Deutsche Bank, JLL, CBRE, Morgan Stanley, Spieker Properties, TIAA-CREF, LNR and NBCUniversal.

Jeff has been recognized for including Most Deals Done in the Western Region and 4th in customer service within the United States. Most recently, Mr. Allen founded Allen Commercial where he supported institutional clients in acquiring commercial real estate on the central coast. Jeff is a graduate of California Polytechnic State University with a Bachelor of Science degree in Quantitative Economics.

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jallen@lee-associates.com
1230 Higuera Street
San Luis Obispo, CA 93401
License ID: 01313074

PARTIAL CLIENT LIST

- ▶ NBCUniversal
- ▶ Deutsche Bank
- ▶ RREEF
- ▶ Jones Lang LaSalle
- ▶ CBRE
- ▶ AEW

NOTABLE TRANSACTIONS

▶ Hanjin Shipping	Cerritos, CA	26,000 SF
▶ Kennedy Wholesale	Irwindale, CA	34,000 SF
▶ Sues, Young & Brown	Irwindale, CA	39,000 SF
▶ ABS Computer Tech	City of Industry, CA	90,000 SF
▶ Brea Corporate Plaza	Brea, CA	119,000 SF
▶ Brea Central Business Park	Brea, CA	157,000 SF
▶ Brea Park Centre	Brea, CA	169,000 SF
▶ Walnut Tech Business Center	Walnut, CA	200,000 SF
▶ Tri-Freeway Business Park	Anaheim, CA	206,000 SF
▶ Cerritos Towne Centre	Cerritos, CA	360,000 SF
▶ Stadium Plaza Business Park	Anaheim, CA	806,000 SF
▶ 37 Industrial Way	Buellton, CA	19,269 SF
▶ Cypress Plaza	Morro Bay, CA	9,056 SF

EXPERIENCE

- 2016- Present: Associate, Lee & Associates - Central Coast - San Luis Obispo, CA
- 2014-2016: Owner, Allen Commercial - Shell Beach, CA
- 2009-2014: General Manager - Transwestern Investment Group - Anaheim, CA
- 2000-2009: District Manager - RREEF Management - Walnut, CA
- 1998-2000: Building Manager - Spieker Properties - Cerritos, CA

EDUCATION

- Bachelor of Science, California Polytechnic State University, San Luis Obispo

PERSONAL

Jeff recently moved with his son from Orange County to Pismo Beach. In his spare time, he enjoys body surfing, hiking, walking his dog, and training in Catch Wrestling.

Professional References

Please feel free to reach out to the individuals below whom we previously worked with. They can attest to the value we add to a property whether you consider making a change in leasing, or selling your asset.

MARTY INDVIK:

- » **Hamish Marshall**
President, Auzco Development:
Represented on several purchases of commercial properties and leasing assignments.
E: hamish@auzcodev.com
P: 805-706-2915
- » **Rudy Bachmann**
President, Specialty Construction:
Represented on sales and leasing of commercial properties in San Luis County.
E: bachmann@specialtyconstruction.com
P: 805-596-0649
- » **John Stevens**
Wells Fargo, National Association:
ORE Asset Manager Credit Management Group
Represented on sales on several REO properties in San Luis Obispo County.
E: john.stevens@wellsfargo.com
P: 925-686-8081
- » **Debbie Malicoat**
Director of Administrative Services City of Arroyo Grande:
Represent City of Arroyo Grande on the sale of commercial lot.
E: dmalicoat@arroyogrande.org
P: 805-473-5432

JEFF ALLEN:

- » **James L. Halferty**
President, HALFERTY DEVELOPMENT COMPANY, LLC:
Represent the largest retail developer in Paso Robles and Morro Bay (Woodland Plaza I/II)
E: jhalferty@halferty.com
P: 626-405-0956 x115
- » **Anthony Delorenzo**
Senior Vice President, CBRE:
Partnered with CBRE in representing Deutsche Bank on the sale of a \$21.5M property.
E: anthony.delorenzo@cbre.com
P: 949-725-8425
- » **Mike Kent**
Former Head of U.S. Asset Management for RREEF Management:
mike.kent@goodman.com
Represented RREEF in the leasing of a 200K SF Business Park in Walnut, CA
E: mike.kent@goodman.com
P: 714-325-2634
- » **Scott Davis**
Vice President, Deutsche Bank:
Represented Deutsche Bank on leasing of three commercial real estate projects in Brea and Fullerton.
E: scott.davis@db.com
P: 714-803-8789
- » **Debbie Malicoat**
Director of Administrative Services City of Arroyo Grande:
Represent City of Arroyo Grande on the sale of commercial lot.
E: dmalicoat@arroyogrande.org
P: 805-473-5432



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Brashears Insurance Agency LP, 3020 De La Vina Street, Santa Barbara, CA 93105. CONTACT NAME: mbrashears@brashearsinsurance.com. INSURER(S) AFFORDING COVERAGE: Travelers Casualty Insurance Company of America, 19046. INSURED: Lee & Associates CRES, Inc. San Luis Obispo/SB, 228 W Carrillo St, Ste A, Santa Barbara, CA 93101.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Lee & Associates CRES. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

FEE SCHEDULE

A. SALES:

As to all of the real property, the commission shall be calculated on the basis of six percent (6 %) of the gross sales price. The commission shall be paid at the close of escrow or, if there be no escrow, then upon recordation of the deed; provided that if the transaction calls for a contract for deed, then upon execution of said contract. In the event a joint venture agreement is effected in lieu of a sale, then the commission shall be calculated on the basis of the value of the property as determined for purposes of the joint venture agreement and the percentage of interest thereof which is being conveyed to the new joint venture partners and the commission in this event shall be paid upon execution of the joint venture agreement.

B. LEASES

Cooperative Broker:

6% of the total rental for the first five years, plus
3.0% of the total rental for the second five years, plus
1.5% of the total rental for the remainder of the term

Direct transaction with listing agent:

5% of the total rental for the first five years, plus
2.5% of the total rental for the second five years, plus
1.0% of the total rental for the remainder of the term

Registered exclusions:

3% of the total rental for the first five years, plus
1.5% of the total rental for the second five years, plus
0.75% of the total rental for the remainder of the term

B. CONSULTING

\$85.00/hr. for all non-commission project analysis

1. *Payment of Lease Commissions:*

Commissions shall be due and payable on execution of a lease by Owner and the Tenant.

2. *Extension of Lease or Additional Space Taken:*

Should the term of the lease be extended pursuant to Tenant exercising any option, or the Tenant occupy additional space, other than that provided for per the provisions of the lease and for which a commission has been paid, or through subsequent modification of such provisions, then a leasing commission shall be paid at such time as said term is extended or said additional space is occupied. Said commission shall be computed in accordance with the provisions of this Schedule and by using the rates applicable as if the extended term or additional space taken were a new lease term.

3. *Month to Month Tenancy:*

The commission rate in this instance shall be 100% of the first month's rent.

4. Term of More Than Twenty-Five Years:

If a lease term be in excess of twenty-five years then the commission shall be calculated only upon the rental to be paid for the first twenty-five years of the term of the lease.

5. Purchase of Property by Tenant:

Should the Tenant, its successors or assignees, purchase the property during the term of the lease or any extension thereof or within ninety days after the expiration thereof pursuant to provisions contained in the lease or through subsequent modification of such provisions, then a sales commission shall be paid at such time as said purchase is consummated as per the provisions of (A) above. Said sales commissions shall be computed at the rate hereinabove set forth for sales, less the amount of lease commissions previously paid relating to that portion of the lease term extending beyond the consummation of the sale. However, there shall be no rebate in the event the sales commission be less than the lease commission previously paid relating to that portion of the lease extending beyond the effective date of said purchase.

6. Percentage Rental:

As to any leases which contain a percentage rent clause, Owner shall pay a commission on the percentage rent at the same rate as applicable for the minimum guaranteed rent as above provided. This commission shall be due and payable within fifteen days after the Tenant's final payment and accounting of percentage rental for the preceding lease year. At the end of the third full lease year there shall be a settlement as to any commission due on percentage rental for the remainder of the original term of the lease calculated upon the assumption that the percentage rental for each year of the remainder of the term will be the same as the percentage rental for the third full lease year.

While this Schedule is not affected thereby, it is understood that there are certain instances whereby a higher rate may be charged. The provisions hereof are subject, however, to the terms and provisions of any Authorization of Sale, Exclusive Leasing Agreement or other agreement to which this Schedule may be attached and which is executed by the parties hereto.

In the event Owner fails to make payments within the time limits called for herein, then from the date due until paid the delinquent payment shall bear interest at twelve percent per annum. In addition, should it become necessary for Licensee to take legal action to collect payments due hereunder, and if Licensee prevails in such action, Owner shall pay all reasonable attorney fees and court costs incurred by Licensee in connection therewith.

The undersigned Owner hereby acknowledges receipt of copy of this Schedule and further agrees that it shall be binding upon the heirs, successors and assigns of the undersigned. The term Owner when used herein shall be deemed to mean the owner of the property, a Tenant under a ground lease, and any Tenant desiring to effect subleases.

Land Use Planning + Landscape Architecture



OASIS ASSOCIATES
LANDSCAPE ARCHITECTURE + PLANNING

PREMIER PROPERTY MANAGEMENT COMPANY FOR
COMMERCIAL AND RESIDENTIAL PROPERTIES



STATEMENT OF QUALIFICATIONS | Land Use Planning + Landscape Architecture



FIRM PROFILE

- Certified Land Use Planning + Regulatory Liaison
- Landscape Architecture + Design
- Municipal, Public Agency + Civic Projects
- Educational Facilities
- Commercial + Mixed Use Developments
- Planned Residential Communities
- Hospitals, Medical + Office Parks
- Hotels + Wineries
- Parks + Recreational Complexes
- Natural Resources + Open Spaces
- Based in San Luis Obispo, California
- Established 1983

Who We Are

Established in 1983, Oasis Associates, Inc. is a full-service land use planning and landscape architecture firm based in San Luis Obispo, serving the Central Coast, southern and northern California. We are committed to quality design, smart growth, and strong communities by providing our clients with a truly comprehensive approach to problem solving.

Oasis has worked in the capacity of lead design office, and successfully as a member of a multi-disciplined design team. On behalf of our clients, we engage and coordinate with design and environmental professionals, city and county agencies (e.g., Planning & Building, Public Works, Engineering, Health Dept. Utilities, etc.) and various state and federal agencies (e.g., Army Corps of Engineers, Caltrans, CA and US Fish & Wildlife, State Water Quality Control Board, Division of State Architects).

Our technical expertise allows us to design for the built environment, as well as for restoration of the natural environment. Our highly nimble and efficient staff are actively involved with various private and public projects ranging from masterplanning to site-specific design for residential developments, commercial and mixed-use spaces, educational facilities, medical campuses, hotels and wineries, recreational complexes, and parks and open spaces. Typically, our involvement and scope of work includes programming and scoping meetings, conceptual design development, preparation of construction documents and details/specifications, and construction management services through completion. Specifically, Oasis has provided landscape architecture design and consulting services to various municipalities, agencies, and school districts throughout the State of California. Oasis has worked directly with most, if not all, the local governments in San Luis Obispo County including the cities of Arroyo Grande, Atascadero, Grover Beach, Guadalupe, Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo, and San Luis Obispo County as well as many of its public school districts (e.g., Cal Poly, Cal Poly ASI, Cuesta Community College District, San Luis Coastal Unified School District, Lucia Mar Unified School District, etc.). State and federal projects have included the Department of Transportation and the U.S. Air Force. We are proud to see how novel development and superior design can have a positive impact on people, neighborhoods and communities.



Hitachi Zosen INOVA's Anaerobic Digestion Plant



1642 Johnson Avenue, SLO San Luis Coastal Unified School Dist.



Orcutt Union School District, Orcutt



Garden Street Terraces/Hotel Serra City of San Luis Obispo

FIRM PROFILE

Structure + Organization

Oasis is a small business with eight (8) professional staff members, each with diverse backgrounds and areas of expertise. Oasis is owned and managed by the firm's founders, Ms. C.M. Florence, Principal Certified Planner, and Mr. Michael L. Cripe, Principal Landscape Architect, who oversee each project and direct staff, accordingly. Planning staff reviews and determines local jurisdictional regulations to ensure each project progresses smoothly through the process, conducts research and prepares reports, obtains necessary permits, and often consults on design projects. The landscape architecture design team creates conceptual schematic designs, construction documents and specifications, and conducts site observations and inspections to ensure projects are implemented accordingly. Additionally, they often work in conjunction with planning staff through the conceptual and permitting process by rendering visual simulations depicting alternative solutions and desired outcomes. Each team member contributes to the success of our office by providing a unique skill set and exceptional care to each project.

Available Services

Some of our specialized services include: project management, coordination and administration; masterplanning, site amenity layout, accessibility and ADA compliance; entitlement and permit processing, applications and submittals; due diligence, code analysis, and document research; site reconnaissance, investigation and assessment of existing conditions, opportunities and constraints; conceptual and schematic design development; construction document preparation, specifications and technical guidelines; construction management, cost estimating, bidding assistance, contract negotiation, submittal review and response to requests for information (RFIs), and construction administration and inspection; planting design and horticulture suitability, tree protection measures, revegetation and screening; irrigation system design, water quality and water conservation solutions; maintenance program implementation and training for short and long-term success; Stormwater Pollution Prevention Plan (SWPPP) preparation and monitoring; grading and drainage plan preparation, erosion control programs, slope stabilization, and soil analysis; environmental assessment and monitoring for sustainability, natural resources, mitigation and monitoring, and California Environmental Quality Act (CEQA) compliance; riparian and wetland restoration plans; pedestrian and vehicular access, traffic and circulation planning; presentation graphics, visual analysis, simulation preparation; public speaking, community outreach and consensus building; quality control; regulatory liaison to local, state and federal agencies, decision makers and staff; technical writing.

Licenses, Registration + Professional Memberships

- ▶ Small Business Entity (SBE) No. 541320
- ▶ Landscape Architect, State of California, (RLA), License Nos. 2248 and 5431
- ▶ National Council of Landscape Architectural Registration Boards (CLARB), No. 907
- ▶ General & Landscape Contractor, State of California (B & C-27), License Nos. 324019 & 489905
- ▶ Qualified SWPPP Developer and Practitioner (QSD/QSP), No. 00519
- ▶ CA Certified Landscape Irrigation Auditor No. 83940
- ▶ American Society of Landscape Architects (ASLA)
- ▶ American Institute of Certified Planners (AICP), CPN 01845
- ▶ American Planning Association (APA)
- ▶ Urban Land Institute
- ▶ Association of Environmental Professionals
- ▶ International Erosion Control Association
- ▶ CA Real Estate Salesperson, License No. 1269694

Project Related References

Messrs. Jim Buttery, Esq. & Dennis Law, Esq.
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Mr. Martin Moroski, Esq.
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Moroski@ammcglaw.com

Mr. Joshua Peterson, President
WATHEN CASTANOS HOMES
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joshp@wathen-castanos.com

Messrs. Rollie McCormick, MAI & Todd Murphy, MAI, ARA
SCHENBERGER, TAYLOR MCCORMICK & JECKER
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RMcCormick@stmjappraisers.com
TMurphy@stmjappraisers.com

Dr. Deborah Blow, Superintendent &
ORCUTT UNION SCHOOL DISTRICT
500 Dyer Street, Orcutt, CA 93455
805.938.8900
dblow@orcutt-schools.net

Mr. David Boss, Esq.
BOSS LAW FIRM, APLC
409 Camino de Rio South, Suite 201, San Diego, CA 92108
619.234.1776
dboss@bosslawfirm.com

Mr. Nick Tompkins, Owner/Developer
NKT Commercial, LLC
684 Higuera St., Suite B, San Luis Obispo, CA 93401
805.541.9004
nick@nktcommercial.com

C.M. FLORENCE, AICP | Principal Planner



QUALIFICATIONS

- California Polytechnic State University, San Luis Obispo
Bachelor of Science in Environmental Horticultural Science
- American Institute of Certified Planners (AICP), CPN 01845
- Landscape Contractor, License No. 672331
- American Planning Association (APA)
- Urban Land Institute
- American Society of Landscape Architects (ASLA)
- Association of Environmental Professionals
- International Erosion Control Association
- 33 Years as Principal of Oasis Associates, Inc.

Ms. C.M. Florence, AICP, is the principal planner and founder of Oasis Associates, Inc. Since graduating from Cal Poly San Luis Obispo with a Bachelor of Science Degree in Environmental Horticultural Science, Ms. Florence has provided specialized land use planning and consulting services for over 35 years to a wide variety of clients throughout California's Central and South Coast, the San Francisco Bay Area, and Hawaii. Her ever-expanding technical background and skills include: site and land use planning; due diligence and property analysis; entitlement and permit processes; programming and project design; project management and team coordination; environmental assessment, natural resource conservation, and mitigation measures; regulatory compliance; technical writing; public speaking and community outreach; environmental design, botanical sciences, and horticulture suitability; bio-engineering; landscape engineering and construction. Her holistic approach to problem solving and experience with regulatory agencies and governing bodies has proven invaluable to ensure project compliance and expedite project approvals. As an advocate for her clients, Ms. Florence successfully represents clients during sensitive negotiations for the permitting of controversial projects to best fit within the individual and specific communities.

Relative Project Experience – Due Diligence & Surplus Properties

EXPERT WITNESS SERVICES | California Department of Transportation (Caltrans)

As an independent contractor, provided professional services as an expert witness for Caltrans relative to a real property and eminent domain action. Services included heavy coordination with Caltrans and the County of Santa Barbara, the City of Santa Maria, traffic consultants and appraisers; extensive research into the property development attributes and constraints; and providing testimony, accordingly.

EXPERT WITNESS SERVICES | County of San Luis Obispo

Assessment of a property to analyze the development potential within the jurisdiction and land use designation of open space/agriculture. Located in the County of San Luis Obispo and within the sphere of influence of the San Luis Obispo County Regional Airport and City of San Luis Obispo. Considerations included assessment of the development potential via application of the applicable regulatory framework (e.g., goals, policies, plans, development standards, and ordinance requirements. Provided testimony, accordingly.

EXPERT WITNESS SERVICES | Andre, Morris & Buttery

As a qualified expert witness, we assisted the attorney for the petitioner to assess a specific property and the related regulatory framework in the City of Guadalupe, CA. We were deposed and provided testimony in the Superior Court of the State of California, County of Santa Barbara – Cook Division.

CONTRACT LAND USE PLANNING SERVICES | City of el Paso de Robles

Provided contract planning and project management services to the City of el Paso de Robles for a project involving a general plan amendment, rezoning, and sphere of influence/annexation. Review of the application, programming with the City and applicant, and preparation of an Expanded Initial Study and management of the Environmental Impact Report process, including design alternatives and mitigation measures. Considerable coordination and negotiation with the City, applicant, and consultant team.

APPRAISAL SUPPORT SERVICES | Schenberger, Taylor, McCormick and Jecker

As support to the appraisal services provided by STMJ, we have provided information establishing the “best and highest use” on a variety of properties including, but not necessarily limited to, the following:

- Chevron Toro Creek, Morro Bay, CA
- LeClaire Rural Residential, Arroyo Grande, CA
- Lease 3A, Oak Shores, Bradley, CA
- Mioffi & Ahearn Ranch, City & County of San Luis Obispo, CA

ORCUTT UNION SCHOOL DISTRICT | Orcutt, California

As part of the District’s Asset Management Program and pursuant to Education Code, we facilitated the surplus of and entitlement facilitation to position the District’s 10± acre total properties for a senior housing development project. Our involvement included interaction with the District’s 7-11 Committee, the Board of Trustees, staff, and the public to process a General Plan Amendment and Rezone of four parcels within the Orcutt Community Plan, County of Santa Barbara. The process involved preparation of a Subsequent Environmental Impact Report and an update to the Orcutt Community Plan. The Santa Barbara County Board of Supervisors ultimately approved the project.

SAN LUIS COSTAL UNIFIED SCHOOL DISTRICT | San Luis Obispo, California

Like many school districts and their decision-making boards, a goal of the SLCUSD Board of Education was to identify and consider properties for disposal to generate revenue to be used for the education of students. Our involvement included interaction with the District’s 7-11 Committee, the Board of Education, staff, and the public to provide due diligence and “best and highest use” determinations for the following properties within the District.

- Fairview School, Toro Creek Road, Cayucos, CA
- 1642 Johnson Avenue, San Luis Obispo, CA

We have also assisted the District Board of Education and staff with various projects throughout the District, including San Luis Obispo High School, Morro Bay High School, Pacific Beach High School, Pacheco Elementary, the Adult Education Facility, and the District Administration property. Example projects include: Title IX compliance for new multi-use athletic fields; masterplanning and design development for improvements to existing sites; and California Environmental Quality Act compliance.

GARDEN STREET TERRACES | San Luis Obispo, California

A 15-year+ process that included facilitation of the entitlement and environmental review process for this mixed-use public/private joint venture with the City of San Luis Obispo. The project covers an entire city block within the Downtown Core, including a hotel, residential and upgraded retail components, and improvements to Garden Street. Project development plans were approved by the Cultural Heritage Committee, Architectural Review Commission, and City Council with considerations for existing historical resources.

Project Experience – Project Management + Permit Facilitation

BROAD STREET VILLAGE | San Luis Obispo, California

Located on a 10-acre site, this planned unit development combines both commercial and residential uses to promote a compact urban form, and reduces auto travel by providing services, jobs and affordable housing in close proximity. By increasing residential and commercial densities along transit corridors, the project provides good access for pedestrians, bicyclists, and transit users. Facilitation of the entitlement and environmental review process, including a successful conclusion to amending the SLO County Airport Land Use Plan.

UNIVERSITY SQUARE SHOPPING CENTER | San Luis Obispo, California 2015

The University Square Shopping Center, a collection of nine (9) mid-20th century buildings totaling approximately 87,000 square feet, is highly visible from some of the most traveled streets in the City. Since the center was first constructed over 60 years ago, the North Foothill Boulevard area has experienced substantial changes: the growth of Cal Poly State University, establishment of high-density and student-oriented housing, and increased commercial development. The major renovation improvements include remodeling of existing façades and interiors to accommodate new tenants, revitalized site design with enhanced pedestrian amenities and ADA upgrades, new patio and landscape areas, improved parking and circulation, and signage. These renovations will reestablish this important location as a commercial retail hub and provide the center with a greater sense of place.

IRISH HILLS PLAZA | San Luis Obispo, California

This attractive and uniquely designed shopping center comprises ±138,000 square feet of local and regional stores located adjacent to a tributary of San Luis Creek. Improvements to Los Osos Valley Road and Highway 101, as well as stormwater management, required extensive coordination with City and County Public Works, CalTrans, Army Corps of Engineers, and the California Department of Fish and Wildlife. Additionally, negotiations ensued with the local Air Pollution Control District to construct of a Class 1 bicycle path connecting Madonna Road to the Downtown Core as part of the air quality mitigation package.

RAILROAD SQUARE | San Luis Obispo, California

After the original building was badly damaged in a fire in 2002, the unreinforced masonry structure was salvaged, retrofitted, and enhanced with two modern additions. As the centerpiece to the Historic Railroad District in San Luis Obispo, the Railroad Square building houses entertainment, restaurants, high-end boutiques, and office space. The rehabilitation and adaptive reuse of this historic resource included a lot line adjustment, mitigated negative declaration, and approval by both the Cultural Heritage Committee and Architectural Review Commission.

de TOLOSA RANCH | San Luis Obispo, California

A planned residential development comprising a total of 216 acres, with a 29-acre residential subdivision, a 3-acre neighborhood park, and 184 acres of dedicated permanent open space with historical resources and sensitive species challenges. Planning and facilitation of the annexation/pre-zoning, general plan amendment, tentative/final tract map, and development plan for the single-family/multi-family duplex and apartment complex, including improvements to Madonna Road and Los Osos Valley Road.

SUNNY ACRES ESTATES | County of San Luis Obispo, California

On behalf of San Luis Obispo County Department of General Services, perform due diligence, make recommendations for and prepare conceptual designs for the 23.5 acre surplus property behind the former General Hospital. Heavy coordination with City and County staff, including City Council, the Board of Supervisors, and LAFCO regarding entitlements, modifications to the City's General Plan and, ultimately annexation.

Additional Project Experience

- Bowden Ranch Estates
- Aerovista Business Park
- Jespersen Ranch
- Prefumo Creek Estate Homes
- Coast BMW Nissan
- Family Care Network
- McDonald's USA, LLC
- Meathead Movers
- MINDBODY, Inc.
- Rosetta Level Studio
- SLO Brew Co.
- Waste Connections, Inc.
- Hitachi Zosen Inova, USA
- Orcutt Union School District
- Congregation Beth David
- Indian Valley Sand & Gravel River Mining and Restoration
- Huasna Valley Oil Evaluation and Production
- Avalon Canyon Emergency Landslide Repair
- Cayucos Sanitary District Pipeline Replacement
- Cold Canyon Landfill Expansion
- Domaine Alfred Winery
- Justin Winery & Justin Winery Warehous
- Golden Hills Plaza
- Islay Hill Park
- Spyglass Park
- The Tides Motel

EMILY M. EWER, AICP | Associate Planner



QUALIFICATIONS

- California Polytechnic State University, San Luis Obispo
Bachelor of Science in City and Regional Planning, Summa Cum Laude
- American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- 5 Years Experience at Oasis Associates, Inc.

Ms. Ewer is originally from Washington State and transplanted to California in 2003. She studied City and Regional Planning at Cal Poly San Luis Obispo, graduating Summa Cum Laude. Ms. Ewer completed a two month internship with an architectural and design firm in Istanbul, Turkey as part of her university studies. The experience provided her an opportunity to explore novel development and planning practices. Beyond land use planning, Ms. Ewer's work history includes professional work within various sectors of business. Her work experience includes facilities management of Microsoft's Seattle-area campuses, transportation dispatch, and construction accounting. Being equal parts analytical and creative, Ms. Ewer finds passion in land use planning by managing projects with a strong attention to detail and regulations while maintaining an overall project vision and mindful innovation.

Relative Project Experience

TRACT 2368 – EAST AIRPORT COMMERCE PARK | San Luis Obispo, California

A 58-acre (26-lot) commercial subdivision and development along SR 227 in San Luis Obispo County. Situated across from the San Luis Obispo Regional Airport, this project included heavy coordination with the Airport Land Use Commission, County Planning Commission and Board of Supervisors, and Caltrans to facilitate the tentative/final tract map, development plan, and individual land use permits for build out of the tract, resulting in approximately 500,000 square feet of commercial service type uses.

GARDEN STREET TERRACES | San Luis Obispo, California

This mixed-use public/private joint venture with the City of San Luis Obispo covers an entire city block within the downtown core, including a hotel, residential and retail components, parking structure, and improvements to Garden Alley and perimeter streets and sidewalks. Project development plans were approved by the Cultural Heritage Committee, Architectural Review Commission, and City Council with considerations for existing historical resources.

UNIVERSITY SQUARE SHOPPING CENTER | San Luis Obispo, California

The University Square Shopping Center, a collection of nine (9) mid-20th century buildings totaling approximately 87,000 square feet, is highly visible from some of the most traveled streets in the City. Since the center was first constructed over 60 years ago, the North Foothill Boulevard area has experienced substantial changes: the growth of Cal Poly State University, establishment of high-density and student-oriented housing, and increased commercial development. The major renovation improvements include remodeling of existing façades and interiors to accommodate new tenants, revitalized site design with enhanced pedestrian amenities and ADA upgrades, new patio and landscape areas, improved parking and circulation, and signage. These renovations will reestablish this important location as a commercial retail hub and provide the center with a greater sense of place.

RAILROAD SQUARE | San Luis Obispo, California

After the original building was badly damaged in a fire in 2002, the unreinforced masonry structure was salvaged, retrofitted, and enhanced with two modern additions. As the centerpiece to the Historic Railroad District in San Luis Obispo, the Railroad Square building houses entertainment, restaurants, high-end boutiques, and office space. The rehabilitation and adaptive reuse of this historic resource included a lot line adjustment, mitigated negative declaration, and approval by both the Cultural Heritage Committee and Architectural Review Commission.

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT | San Luis Obispo, California

Assist the San Luis Coastal Unified School District (SLCUSD) Board of Education and staff with various projects throughout the District, including San Luis Obispo High School Morro Bay High School, Pacific Beach High School, Pacheco Elementary, the Adult Education Facility, and the District Administration property. Example projects include: Title IX compliance for new multi-use athletic fields; masterplanning and design development for improvements to existing sites; dedication of surplus property for development of a multi-family residential project.

Additional Project Experience

- Jespersen Ranch
- Phi Kappa Psi Fraternity
- Family Care Network
- McDonald's USA, LLC
- MINDBODY, Inc.
- Rosetta Level Studio
- SLO Brew
- Waste Connections, Inc.
- Orcutt Union School District
- Huasna Valley Oil Evaluation and Production
- Justin Winery
- Golden Hills Plaza



• PROFESSIONAL FEE SCHEDULE •

PERSONNEL CHARGES – Hourly Rates

Principal Planner	\$ 150.00/hr.
Principal Landscape Architect.....	\$ 135.00/hr.
Associate Planner	\$ 105.00/hr.
Associate Landscape Architect.....	\$ 95.00/hr.
Graphic Designer.....	\$ 95.00/hr.
Irrigation Designer.....	\$ 95.00/hr.
Project Manager	\$ 90.00/hr.
Construction Administrator	\$ 90.00/hr.
Executive Assistant.....	\$ 70.00/hr.
Technical/Administrative Assistant.....	\$ 65.00/hr.

REIMBURSABLE EXPENSES – Direct Charges

Charges for special outside services, equipment or facilities not furnished directly by Oasis Associates, Inc. will be added to the monthly invoice as a reimbursable expense. Such charges may include, but are not limited to, the following:

Outside services, equipment or facilities	Permit fees
Printing, scanning, photographic reproduction	Sub-consultant fees*
Postage/shipping charges	Telecommunication
Travel outside of San Luis Obispo County	Facsimile

*Any professional fees for sub-consultants may incur a ten percent (10%) administration fee.

NOTE: Rates are subject to change from time to time to reflect increased costs.

November 2016



Peak Property Management is a full service company based in San Luis Obispo specializing in all types of commercial and mixed-use properties on the Central Coast of California.

Peak is a team of six professional staff members, each with diverse backgrounds and areas of expertise. Peak is owned and managed by the firm's founders, Gary Stevenson, Real Estate Broker, and Ali Vahdani, Structural Engineer. President, Gary Stevenson, oversees operations, directs staff to insure the best possible service and is the main point of contact. Gary is a 4th generation native and Past President of the SLO Downtown Association, committee member of the Veterans Housing Task Force at CAPSLO and active member of the Highlands Church in Paso. Gary's 10 years of management and leasing experience along with the dedicated staff at Peak can quickly and professionally handle any level of your property needs.

LIST OF SERVICES:

- On-site maintenance
- Accounting
- Asset management
- Leasing
- Tenant improvements
- Detailed and custom reporting
- Budgeting
- Vendor management

FEATURED PROPERTIES:



THE WINEMAN



MINDBODY



12TH & PINE



UNIVERSITY SQUARE



PROFESSIONAL REFERENCES

PROPERTY OWNERS:

Ali Vahdani
Optimum Seismic,
5508 S. Santa Fe Ave.
Vernon, CA 90058
(323) 582-2465
www.optimumseismic.com
vahdani@yahoo.com

Nick Tompkins
NKT Commercial, LLC
684 Higuera Street, Suite B
San Luis Obispo, CA 93401
(805) 541-9004
Nick@nktcommercial.com

Mary McGrath
McGrath Cypress Plaza, LLC
PO Box 70
Shaver Lake, CA 93664
(559) 908-4521
lmkittym@netptc.net

Tracy Thomas
Bulk or Liquid Transport, LLC
Driving Sustainability, Safety & Integrity
140 West Branch Street
Arroyo Grande, CA 93420
(805) 202-2200 phone

VENDORS:

Quaglino's Roofing
Dave Sutcliffe
815 Fiero Lane
San Luis Obispo, CA 93401
(805) 543-0560
www.quaglino.com
Dave@quaglino.com

Sims Fire Protection
James Sims
P.O Box 1682
Paso Robles, CA 93447
(805) 712-7711
james@simsfire.com

HUTCH Heating & Air
Keith Hutchison
8408 El Camino Real, Unit C
Atascadero, CA 93422
(805) 466-8199
hutchhvac@yahoo.com

Mahogany Construction
Tony Rende
1089 Fava Ct.
Templeton, CA 93465
(805) 703-3195
trende7@gmail.com
(805) 202-2204 fax
www.BOLT-Transport.com
tthomas@bolt-transport.com



EMPLOYERS ASSURANCE CO.
A Stock Company

Workers' Compensation and Employers Liability
Insurance Policy

Policy Number	From	Policy Period	To
EIG 2198753 02	02/01/2017	02/01/2018	12:01 A.M. Standard Time at the address of the Insured as stated herein

Transaction				
AMENDED DECLARATIONS		Effective: 02/08/2017		
NCCI Carrier #	36870	WCIRB CARRIER#	00919	PRIOR POLICY NUMBER EIG219875301
1. Named Insured and Address			Agent	
PEAK PROPERTY MANAGEMENT INC 1041 CHORRO SUITE 220 SAN LUIS OBISPO CA 93401			PAYCHEX INS (SMALL COM SALES) 7334300 150 SAWGRASS DR ROCHESTER, NY 14620	
			Telephone: 8004720072	
Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	36870	472585738		CORPORATION

Additional Locations:

- The Policy Period is from 02/01/2017 to 02/01/2018 12:01 a.m. Standard Time at the Insured's mailing address.
 - A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA
 - B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
 - C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY, AK, AR, DE, HI, LA, ME, NH, RI, SD, VT, WV and states listed in item 3.A.
 - D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	750	Expense Constant	\$	220
			Premium Discount	\$	
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	1,887

This is a Three Year Fixed Rate Policy

Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

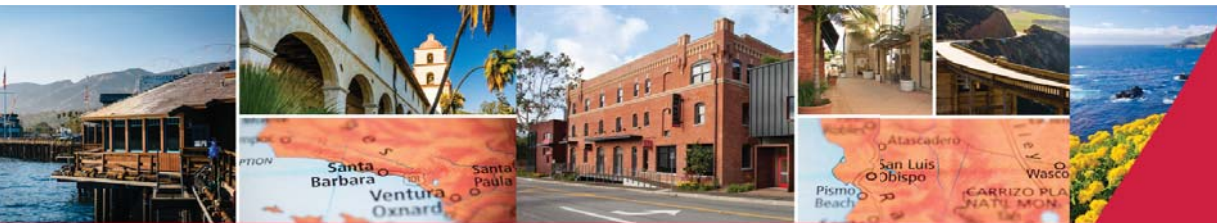
Countersigned this _____ Day of _____

Issued Date: 02/16/2017

Issuing Office **EMPLOYERS ASSURANCE CO.**
412 PARKCENTER BLVD., SUITE 320
BOISE, ID 83706-7565

Authorized Representative

**LEE &
ASSOCIATES**
COMMERCIAL REAL ESTATE SERVICES



LOCAL EXPERTISE. NATIONAL REACH. WORLD CLASS.

Pacifica Commercial Realty

Request for Proposals for Real Estate
Marketing and Brokerage Services
July 2017





Commercial Brokerage

Investments

Office

Industrial

Retail

Land

Property Management

July 21, 2017

Meg Williamson

% City of Paso Robles

1000 Spring Street

Paso Robles, Ca. 93446

Meg,

The team at Pacifica Commercial Realty respectfully submits this package in response to your RFP. We trust you will agree, after review of the contents, Pacifica Commercial Realty is uniquely qualified to meet the scope of your request(s). Our decades of commercial / industrial brokerage services combined with the largest commercial property management company on the Central Coast allows us to cover all your proposed needs within one office.

We think you will find our experience and position in the community offers the needed solutions to the myriad of tasks and negotiations you have proposed.

Thank you in advance for the opportunity to present the strengths and benefits of selecting our firm to represent the city of Paso Robles in these important requirements.

Please let us know if you should have additional questions or needs.

Sincerely yours,

Bryan Beckham

T. Newlin Hastings

Corban Holland

Paul Shannon

Four handwritten signatures in blue ink are displayed below the names. From left to right: Bryan Beckham's signature is a cursive "Bryan J. Beckham"; T. Newlin Hastings' signature is a cursive "T. Newlin Hastings"; Corban Holland's signature is a cursive "Corban Holland"; and Paul Shannon's signature is a cursive "Paul Shannon".

504 First Street, Suite A, Paso Robles, California 93446 • (805) 237-4040 • Fax (805) 237-4041
A Division of Pacifica Real Estate

On behalf of Pacifica Commercial Realty of Paso Robles, we are pleased to submit for your consideration; our qualifications – real estate brokerage and property management experience – business history, and scope of our services offered in order to comply with your “Request for Proposals.” We have elected to follow sequentially your form with our answers or comments on each section which requires a response.

A. Scope of Services

We are confident we will meet or exceed your expectations in all of the areas listed. For more than thirty years we have been active on the Central Coast in commercial / industrial leasing and sales, professional commercial property management and development. Additionally, we have worked closely with local and out of area appraiser to validated their assumption and provide accurate information for their reports. We have worked closely with several area financial institutions to market and sell their excess portfolios. We believe these experiences will serve as the basis for our ability to accomplish the tasks listed herein.

B. Broker’s Qualifications

The broker of record for our office is Newlin Hastings. Mr. Hastings started his West Coast real estate career by obtaining the franchise for Coldwell Banker Western Properties in 1980. He promptly opened offices in Paso Robles and Santa Ynez. By 1989 with a desire to concentrate more exclusively on commercial real estate and property management he formed Hastings Enterprises. In 1990, Bryan Beckham joined the team as partner. Bryan Beckham became a California real estate broker in 1994 continuing to assist in all facets of brokerage and management services. 2007 brought the merger of Hastings Enterprises with Pacifica Commercial Realty servicing the entire Central Coast with offices in Santa Barbara, Santa Maria, and Paso Robles. The newly formed company brought together the talents seven partners in three strategically located offices to offer brokerage and management services from Ventura to Paso Robles. The expanding Paso Robles office hired two more agents; Corban Holland in 2008 and Paul Shannon in 2013. Corban and Paul act as leasing and sales agents. Additionally, Mr. Shannon heads up our

Wine Division along with Newlin Hastings. This Wine Division focuses on the sales of vineyards, wineries, and potential wine development sites within the city and the county.

Beyond the brokerage side of our operation, we employ a full time commercial property manager, (Michelle Dupre – 27 years of service), a Yardi certified comptroller, (Mary Furman – 20 years of service), assistant property manager, (Erica Long 3 years of service), partner assistant and transaction coordinator (Regina Horn 16 years of service) and finally our summer intern, Ruan de Nysschen who is currently a junior at Cal Poly working on a financing degree.

Resumes on the brokers and agents are attached as (See Exhibit A). All are currently licensed through the Department of Real Estate and all are in good standing.

Our agents and staff work in conjunction with the local title companies, appraisers, financial institutions, and the city planning department and staff in order to provide our clients with the most reliable information possible. We field numerous calls from Central Coast real estate appraisers seeking validation of their findings and offer supporting lease/sale comparables to allow them to draw their conclusions.

We have sold or leased a number of properties within the city owned airport land lease area. In this regard, we have familiarity with many aspects of the current master ground lease utilized by the City of Paso Robles for the land surrounding the airport.

C. Insurance Requirements

Please (See exhibit B)

D. Term of Contract

Accepted.

E. Evaluation and Award Process

Accepted.

F. N/A - not in sequence of RFP

G. Oral Presentation/Interviews

We are certainly available to comply with this request as needed.

H. Selection Criteria

In addition to the information supplied in "B" we are pleased to inform you we currently have +/- 800,000 s.f. under commercial property management with some 75 clients. Most of these clients have been with us over 15 years.

We recently concluded a +/- 45,000 square foot lease of warehouse and office space on Second Wind Way at the Paso Robles Airport. This lease necessitated approval from the City of Paso Robles of the tenant's ground sublease and conditions/restriction of the master lease the city holds.

Over our careers we have sold several buildings and leased numerous others within the airport land lease area. Additionally, we have worked the City of Paso Robles on various broker opinion of value "BOV" for commercial and or industrial buildings as well as vacant parcels within the airport area.

Finally, our boiler plate listing and property management agreements are attached as (See Exhibit C). These will outline the commission and fee schedules.

Should we need to provide hourly services outside of the scope of the above agreements are rates are as follows:

Principal Broker(s) \$125 - \$175 / hour depends on scope of work

Property Manager / Comptroller \$75 hour

Secretarial Services \$50 hour

I. Proposal Submittal Requirements

We are pleased to offer additional information beyond # B. in order to present the most comprehensive view of Pacifica Commercial Realty.

- a. We have been privileged to work with the City of Paso Robles on our development projects such as Food For Less Center, the Gateway office complex, and The Historic Granary for example. We have assisted the County of San Luis Obispo in obtaining facilities for mental health, social services and general services. Most recently we have represented CHC, Community Health Centers of the Central Coast in a major consolidation of their North County facilities by successfully negotiating a 30 year lease for 22,300 +/- s.f. of office / medical space(s). Our services to various financial institutions such as Mission Community and Heritage Oaks Bankcorp have included the marketing of REO's during the recent recession.
- b. Please feel free to contact the following to confirm our experience and services. (See Exhibit D)
- c. No current litigation, outstanding judgements or liens.
- d. Fee Schedules – commissions – Rates, (See Exhibit C)

Respectfully submitted on behalf of the Pacifica Commercial team,

DocuSigned by:
Bryan Beckham
 E154409BAA7F4F8...

 Bryan Beckham
 BRE#01072713

DocuSigned by:
Paul Shannon
 09F07085ABB84A3...

 Paul Shannon
 BRE#01970198

DocuSigned by:
Newlin Hastings
 758E28BBAA1948C...

 Newlin Hastings
 BRE#00784461

DocuSigned by:
Corban Holland 
 2B8DDBDE23D4416...

 Corban Holland
 BRE#01836854

EXHIBIT A: RESUMES

- 1.) NEWLING HASTINGS
- 2.) BRYAN BECKHAM
- 3.) CORBAN HOLLAND
- 4.) PAUL SHANNON

Exhibit A (1 of 4)

Thomas Newlin Hastings
504 "A" FIRST STREET
PASO ROBLES, CALIFORNIA 93446
805 237 4040 / 805 237 4041 (F)
newlin@pacificacre.com

PROFESSIONAL EXPERIENCE

HASTINGS ENTERPRISES/PACIFICA COMMERCIAL REAL ESTATE Paso Robles, California. (1985 to present).

Partner / California Real Estate Broker. Responsible for leasing and sales of commercial/ industrial real estate. Responsible for the development of the Pacifica Wine Properties Division.

Property Management to include over 800,000 square feet of managed space.

Market development under the Hastings Enterprises name specializing in Commercial and Industrial real estate

Merger negotiations and brand development under Pacifica Commercial Real Estate with participation in the expansion throughout the Central Coast To include offices in Santa Barbara, Santa Maria, and Paso Robles.

Development of the Pacifica Wine Real estate division and the development Of the Winery Division website and marketing presence.

All brokerage responsibilities including but not limited to the office and agent Management.

Office Accounting and Management.

Participation in development of anchor tenant relationships with national tenants.

Mentoring of all Joint Venture activities within the commercial/industrial development.

COLDWELL BANKER WESTERN PROPERTIES, Paso Robles, California (1979 - 1985)

Managing General Partner. Responsible for commercial brokerage activities as well as the representation of ranch real estate

Shared responsibilities as broker-partner in real estate agency development

Coordinate functions of the partnership and the participation with Coldwell Banker:

Coordinate and co-manage 5 to 10 agents in the office.

HASTINGS ENTERPRISES AND OTIS RIDGE SKI AREA, 1974-1979 (Otis, Massachusetts)

Land planning services and development planning for development companies and Financial institutions.

Ownership and operations of the Otis Ridge Ski Area and Jr. Ski Camp
Including all marketing operations and the management of all departments of the Ski area.

Design and construction of vacation homes

EDUCATION.

The Thacher School, (Ojai, California 1976 – 1970)
Current membership on the Board of Trustees 2016- present

Williams College, Williamstown, Mass. Dbl Major in Architecture and Economics

Obtained California Real Estate Broker License Status (1979) BRE #00784461

Continuing Educations classes Real Estate Appraisal, Financing, 1031 Exchanges, Real Estate Principals for ongoing Broker Status. (License renewed every four years)

Born May 6, 1952 Los Angeles CA.

Married 1976.. Elizabeth Shannon Hastings
2 children

Exhibit A (2 of 4)

BRYAN N. BECKHAM
504 "A" FIRST STREET
PASO ROBLES, CALIFORNIA
93446
805 237 4040 / 805 237 4041 (F)
bryan@pacificacre.com

PROFESSIONAL EXPERIENCE

HASTINGS ENTERPRISES/PACIFICA COMMERCIAL REAL ESTATE Paso Robles, California. (1990 to present).

Partner / California Real Estate Broker. Responsible for leasing and sales of commercial and industrial real estate.

Coordinate lease negotiations with tenants and landlords.

Develop client base and property inventory.

Administration of office HR and business development.

Set and obtain quarterly targets for income streams.

Coordinate property management of commercial and industrial properties with staff.

Supply sales and comparable data for Broker Opinion of Value for clients and for local Appraisers

Development of offices, retail, and industrial projects for partnership(s)

BECKHAM PLACE, Pasadena, California (1985 - 1990)

Managing General Partner. Responsible for the administrative operations and supervisory management of a \$2 million gross sales Pasadena restaurant.

Coordinate all corporate functions of the partnership: Legal, accounting and insurance.

Prepare annual projections and \$100,000.00 monthly budget for operating costs.

Determine weekly purchasing plan for highest possible net return.

Negotiate employee benefits and contracts related to commercial liability and outside services.

Set and monitor business procedures for all operating levels.

Promote business through involvement with community groups such as Pasadena Rotary and American Cancer Society.

ACADEMY DU VIN, (San Francisco, 1980 - 1985)

Direct Marketing Wine Sales. Sales Manger for office of 10 sales people.
Coordinate office sales, income, and production. Report to principals on targets.

EDUCATION,

The Thacher School, (Ojai, California 1970 – 1974) Board of Trustees 2010 - 2014

University of Santa Clara, (Santa Clara California 1974 – 1978)

Institute for European Studies (Vienna, Austria 1976 – 1977)

Obtained California Real Estate Broker License Status (1995) BRE #01072713

Continuing Educations classes Real Estate Appraisal, Financing, 1031 Exchanges, Real Estate Principals for ongoing Broker Status. (License renewed every four years)

Born March 6, 1956 Los Angeles CA.

Married 1980

2 children

Exhibit A (3 of 4)

D. CORBAN HOLLAND
504 "A" FIRST STREET
PASO ROBLES, CALIFORNIA
93446
805 237 4040 / 805 237 4041 (F)
corban@pacificacre.com

PROFESSIONAL EXPERIENCE

HASTINGS ENTERPRISES/PACIFICA COMMERCIAL REAL ESTATE Paso Robles, California. (2007 to present).

Associate / California Real Estate Agent. Responsible for leasing and sales of commercial and industrial real estate.

Coordinate lease negotiations with tenants and landlords.

Develop client base and property inventory.

Top Sales and Leasing Agent for 2015 and 2016

Supply sales and comparable data for Broker Opinion of Value for clients and for local Appraisers

SOUTHWESTERN COMPANY, Nashville, Tennessee (2003 - 2004)

Sold educational books door to door for two summers while attending college.

Trained and managed a team of 6 to complete a summer of door to door sales

In 2004 became the 9th top sales agent in the entire company with over \$125,000 worth of gross sales in less than 3 months.

AGAPE CHRISTIAN ACADEMY, El Progreso, Honduras (1999 - 2002).

Elementary teacher for 3.5 years for third and fourth grade at a bilingual Christian school.

Responsible for classroom preparation and execution of the provided curriculum

Taught English, Science, Math, History, and Bible

Communicated regularly with parents regarding their children's performance and needs.

EDUCATION.

Oral Roberts University, (Tulsa, Oklahoma 2004 - 2007) Bachelor of Science - Finance

Cuesta College, (San Luis Obispo, California 2002-2004) Associates Degree - Business

Obtained California Real Estate Agent License Status (2007) BRE #01836854

Continuing Educations Classes Real Estate Appraisal, Financing, 1031 Exchanges, Real Estate Principals for ongoing Agent Status. (License renewed every four years)

Born November 23, 1976 Cottage Grove, Oregon.

Married 2004

3 children

Exhibit A (4 of 4)

Paul Shannon
504 "A" FIRST STREET
PASO ROBLES, CALIFORNIA
93446
805 237 4040 / 805 237 4041 (F)
Paul@pacificacre.com

PROFESSIONAL EXPERIENCE

HASTINGS ENTERPRISES/PACIFICA COMMERCIAL REAL ESTATE Paso Robles, California. (2013 to present).

California licensed Real Estate Agent/ Partner Pacifica Wine Division. Responsible for leasing and sales of commercial and industrial real estate and commercial vineyards and wineries.

Coordinate lease negotiations with tenants and landlords.

Develop client base and property inventory.

Administration of office HR and business development.

Set and obtain quarterly targets for income streams.

Supply sales and comparable data for Broker Opinion of Value for clients and for local Appraisers

Development of offices, retail, and industrial projects for partnership(s)

Affiliations:

- Paso Robles Chamber of Commerce Board
- EVC (Economic Vitality Committee) Board
- Paso Robles Rotary

Access Publishing, Paso Robles, California (2010 - 2012)

Director of Access Publishing online marketing program. Created and sold SEO services, web development and online marketing tools

Coordinate the marketing and design team to meet client deadlines.

Estimated annual income and expenses.

Determine weekly sales forecasting for myself and the sales team.

Developed the marketing material for our program, ran educational seminars and put together pitch decks.

Grew the online marketing program from an idea to monthly revenue of over 20k.

EDUCATION,

Atascadero High School, (Atascadero, California 2004 – 2007)

San Diego State University (B.S) (San Diego, California 2007 – 2011)

Continuing Educations classes Real Estate Appraisal, Financing, 1031 Exchanges, Real Estate Principals for ongoing Agent Status. (License will be renewed next year)

Born September 9th, 1988 San Luis Obispo CA.

Married 2012

1 Child

EXHIBIT B: INSURANCE



2017-2018

General Information

Proposed Insured Information

Named Insured: H E INC HASTINGS ENT

Address: 504 1ST ST
STE A
PASO ROBLES, CA 93446

Policy Period: 05/12/2017 to 05/12/2018

Retroactive Date: 03/13/1993

Insurer Information

Underwriter Contact: Jeffrey Mckee
Information: jmckee@hanover.com
860-697-4322

Date of Proposal: 05/18/2017

Expiration of Proposal: 06/17/2017

Quote Number: 146167

Commission: 15.0%

Writing Company: The Hanover Insurance Company

Agency Information

Agency Name: SELECTSOLUTIONS INSURANCE
Agency Code: 5701628
Contact: SELECTSOLUTIONS INSURANCE

A.M. Best Rating: A
S&P Rating: AA
Moody Rating: AAA

PROPOSAL SUMMARY

Option 1

<u>Coverage Part</u>	<u>Limit of Liability</u>	<u>Deductible*</u>	<u>Defense**</u>	<u>Premium</u>
Miscellaneous Professional Liability	\$1,000,000/\$1,000,000	\$25,000	Inside	\$5,706.00
			<u>Premium:</u>	\$5,706.00
			<u>Surcharges/Taxes:</u>	N/A
		Total:		\$5,706.00

The deductible applies to damages and defense costs.
Claims expenses are included with the limit of liability.

Description of Professional Services

Property Manager, and/or Real Estate Leasing Agent

Forms and Endorsements

<u>Form No.</u>	<u>Ed. Date</u>	<u>Title</u>
910-0002	01/12	Miscellaneous Professional Liability Policy - Declarations
910-0001	12/09	Miscellaneous Professional Liability Insurance Policy
231-0862	12/14	Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures Privacy Policy Disclosure
401-1268	08/12	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
910-0140	10/11	Notice to Policyholders: Information Regarding Extended Reporting Period ("ERP Coverage")
910-0040	10/09	Exclusion - Specified Professional Services Endorsement
910-0093	11/09	California Miscellaneous Professional Liability State Amendatory Endorsement
910-0170	01/12	Environmental Hazards Endorsement
910-0198	01/15	Fair Housing Act Coverage Endorsement
910-0707	01/12	Limited Discrimination Coverage Endorsement - Professional Services
910-0708	01/12	Lock Box Coverage Endorsement
910-0716	01/15	Real Estate Professional Services Endorsement
SIG-1100	08/16	Signature Page

Subjectivities

This proposal is expressly subject to the subjectivities listed below. If such subjectivities are not met or information is not received as required, and approved by us upon such receipt, this proposal will automatically expire without further action or notice.

1. Required Prior to Bind: No Known Loss Letter (on insured's letterhead)

This quotation is valid for 30 days from this letter or the effective date quoted whichever is sooner. If between the date of this quotation and the effective date of the policy, there is a significant change in the condition of the applicant or an occurrence of an event which could substantially change the underwriting evaluation of the applicant, then, at the sole discretion of the Hanover Insurance Company this quotation may be withdrawn or modified. In the event of any conflict or ambiguity between the proposed Policy and any statements made concerning this coverage, the proposed Policy shall control.

This proposal does not apply to the extent that trade or economic sanctions laws or other laws or regulations prohibit us from offering or providing insurance. To the extent that any such prohibitions apply, this proposal is void ab initio.

www.hanover.com
The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Titles and headings in this proposal are solely for convenience and form no part of the terms and conditions of coverage. Please read all forms and endorsements carefully.

EXHIBIT C: MANAGEMENT & SALES/LISTING AGREEMENT

Exhibit C

PROPERTY MANAGEMENT AGREEMENT

IN CONSIDERATION of the covenants herein contained, _____
(hereinafter called "OWNER") and HASTINGS ENTERPRISES (hereinafter called
"AGENT"), enter into this Property Management Agreement ("AGREEMENT") and
agree as follows:

1. **EMPLOYMENT OF AGENT.** The OWNER hereby employs the AGENT
exclusively to manage the property (hereinafter called the "PREMISES") known
as: _____, **California**, upon the terms and conditions
hereinafter set forth, for a term of twelve (12) months beginning on _____
and ending on _____ and thereafter for annual periods. If either party
hereto shall notify the other in writing Thirty (30) days prior to the annual
anniversary of this agreement that it elects to terminate this AGREEMENT, then
this AGREEMENT shall be thereby terminated on said last mentioned date.
Lacking any such written notification, then the term of this agreement shall be
deemed to have been extended for an additional twelve (12) months. (See
Paragraphs 6.3 and 7 below.)

2. The AGENT hereby covenants to do the following:
 - 2.1 To manage the PREMISES to the extent, for the period, and upon the terms
herein provided and agrees to furnish the services of its organization for
the rental operation and management of the PREMISES.

 - 2.2 To render a monthly statement of receipts, disbursements and charges to
the following person(s) at the email address shown:

After deduction of all authorized expenses, AGENT'S compensation (as set
forth in Paragraph 5 below), approved leasing commissions, and reserves

from the monthly gross collections (including, but not limited to, all gross collected rent, all CAM charges, taxes, insurance, rental offsets, and percentage rent, if any) from the PREMISES, the net amount, if any, of all funds collected for OWNER'S account shall be paid by the fifteenth (15th) day of each subsequent calendar month by AGENT to, or as directed in writing by, OWNER. AGENT shall also give to OWNER, if and as requested, all supporting vouchers therefore. All reports shall be delivered as above provided by the fifteenth (15th) day of the subsequent month for which such income and expenses are made, provided however such reports shall reflect income and expenses only through the last day of the previous calendar month.

- 2.3 To cause all employees of the AGENT who are not licensed real estate agents and who handle or are responsible for the safekeeping of any monies of the OWNER to be covered by a fidelity bond in an amount and with a company determined solely by the AGENT.
3. **AUTHORITY AND POWERS OF AGENT.** OWNER hereby grants to AGENT the following authority and powers (all or any of which may be exercised in the name of the OWNER) and agrees to assume all expenses in connection therewith:
 - 3.1 AGENT may collect from tenants all or any of the following: a late rent administrative charge, a non-negotiable check charge, credit report fee, a subleasing administrative charge and/or Broker's commission. AGENT has the authority to terminate tenancies and to sign and serve such notices as are deemed necessary by the AGENT; to institute and prosecute actions to oust tenants and to recover possession of the PREMISES, to sue and release for and recover rent; and, when expedient, to settle, compromise and release such actions or suits, or reinstate such tenancies subject to Owner's approval which shall not be unreasonably withheld. OWNER shall advance to AGENT all expenses of litigation including attorneys' fees, filing fees, and court costs.

Where legal assistance is needed for matters (including but not limited to

enforcing the collection of rent or eviction of a tenant), that assistance shall be obtained through counsel designated or approved by OWNER and legal action undertaken shall be in OWNER'S name only (or in the name of the PREMISES or another name designated by OWNER, where a Fictitious Business Name Statement has been duly executed by OWNER, filed and published in accordance with the California Business and Professional Code). All legal expenses for such proceedings shall be paid for solely by OWNER.

- 3.2 To hire, discharge, and pay all engineers, janitors, and other employees; to make or cause to be made all ordinary repairs and replacements necessary to preserve the PREMISES in its present condition and for the operating efficiency thereof and all alterations required to comply with lease requirements, and to do decorating on the PREMISES; to negotiate contracts for nonrecurring items not exceeding **\$500.00** and to enter into agreements for all necessary repairs, maintenance, minor alterations, and utility services; and to purchase supplies and pay all bills. AGENT shall secure the approval of the OWNER for any alterations or expenditures in excess of **\$500.00** for any one item, except monthly or recurring operating charges and emergency repairs in excess of the maximum, if, in the opinion of the AGENT, such repairs are necessary to protect the PREMISES from damage or to maintain services to the tenants as called for in any lease for all or any portion of the PREMISES.
- 3.3 To collect rents and/or assessments and other items due or to become due and give receipts therefor and to deposit all funds collected hereunder in the AGENT'S custodial account.
- 3.4 To collect, deposit, maintain and refund, if applicable, all tenant's security deposits and to comply, on the OWNER'S behalf, with all applicable state or local laws concerning the AGENT'S responsibility for security deposits and interest thereon, if any. The OWNER is responsible for availability of funds at such time as tenant's security deposit is to be refunded.
- 3.5 To sign lease documents on forms approved by OWNER as a part of this

AGREEMENT. Terms and conditions of leases must be approved by OWNER.

3.6 The AGENT shall not be required to advance any monies for the care or management of the PREMISES, and the OWNER agrees to advance all monies necessary therefore. In the maintenance or management of the PREMISES, including attorney's fees, the OWNER shall reimburse the AGENT forthwith and hereby authorizes the AGENT to deduct such advances from any monies due the OWNER. The AGENT shall, upon instruction from the OWNER, impound reserves each month for the payment of real estate taxes, insurance, or any other special expenditure. In addition, the OWNER shall establish a permanent Operating Reserve Account with the AGENT in the amount of **\$500.00**.

4. **OBLIGATIONS OF THE OWNER.** OWNER hereby agrees to the following:

4.1 To indemnify, defend, and save the AGENT harmless from all suits, claims, or causes of action, expenses and costs therefore (including AGENT'S attorney's fees) in connection with the PREMISES, including, but not limited to, bankruptcy of the OWNER, any and all actions brought by the fee owner of the PREMISES, its agents, successors and assigns or any and all actions from liability for damage to the property of and injuries to or death of any employee(s) or other person(s) whomsoever, and to carry at his (its) own expense public liability. Elevator liability (if elevators are part of the equipment of the PREMISES), and worker's compensation insurance naming the OWNER and the AGENT and adequate to protect their interests and in form, substance, and amounts reasonable satisfactory to the AGENT, and to furnish to the AGENT certificates evidencing the existence of such insurance. Unless the OWNER shall provide such insurance and furnish such certificate within Three (3) days from the date of this AGREEMENT, the AGENT may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the OWNER. All such insurance policies shall provide that the AGENT shall receive thirty (30) days prior written notice of any change to, or cancellation of, the policy. Any new or replacement policy (or policies) of insurance shall be delivered to AGENT at

least thirty (30) days prior to the expiration date of the old policy.

- 4.2 To pay all expenses incurred by the AGENT, including but not limited to, attorney's fees and any costs and time incurred by AGENT, and time spent by AGENT in connection with any claim, proceeding, or suit involving an alleged violation by the AGENT or the OWNER, or both, of any law (whether federal, state or local) pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, or fair housing. AGENT is an equal opportunity non-discriminatory employer. AGENT and OWNER each mutually agree that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex or national origin in leasing, transferring, using, occupying or enjoying the PREMISES nor shall OWNER or AGENT represent or warrant that it permits any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants.
- 4.3 To indemnify, defend, and save the AGENT harmless from all claims, causes for action, investigations and suits, or from actions or failures to act of the OWNER, with respect to any alleged or actual violation of state or federal labor laws, it being expressly agreed and understood that as between the OWNER and the AGENT, all persons employed in connection with the PREMISES are employees of the OWNER, not the AGENT. However, it shall be the responsibility of the AGENT to comply with all applicable state and federal labor laws. The OWNER'S obligation under this paragraph 4.3 shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorney's fees.
- 4.4 To indemnify and hold harmless the AGENT, and its employees, contractors, agents and servants, from all costs, expenses, suits, liabilities, damages, and claims of every type, including but not limited to those arising out of injury or death of any person or persons, or damage to any real or personal property of any person or persons, including the OWNER, in any way relating to the management, rental, or operation of the real

property herein described by the AGENT, or any person who is the employee, contractor, agent or servant of the AGENT, or the performance or exercise of any of the duties, powers, or authorities herein or hereafter granted to the AGENT, except to the extent due to the gross negligence of the AGENT or of the AGENT'S employees, contractors, agents or servants. For the purpose of this provision, the term expenses shall include, but shall not be limited to, attorney's fees and costs, and costs actually incurred for the time spent by the AGENT or by the AGENT'S employees, contractors, agents and servants, in connection with any alleged or actual claim, proceeding, or suit against the AGENT or the AGENT'S employees, contractors, agents or servants. The actual costs incurred by the agent shall be based upon the actual hourly rates or compensation paid by the agent to its employees, contractors, agents or servants, or in the event that such persons are not paid on an hourly basis, then the prevailing rate regularly paid to those persons on a consulting basis, and if none, then that which would be standard in the industry for consulting services of such person based upon his or her age and experience.

4.4 (a). Agent has a current \$1 million dollar General Liability policy in place for professional management services.

5. **THE OWNER AGREES TO PAY THE AGENT EACH MONTH**, for the management of the PREMISES _____ of the monthly gross collected rent and CAM charges, taxes, and insurance from the operation of the PREMISES, or entity, or properly offset by any tenant(s), or a minimum fee of \$_____ per month, whichever is the greater amount. **Late fees and NSF fees collected shall be shared equally between OWNER and AGENT, 50% each.** AGENT shall withhold its monthly management fee as provided in this Paragraph 5 from the monthly gross collections set forth in Paragraph 2.2 above. In the event that there are not sufficient funds in the reserves from the monthly gross collections to pay AGENT its management fee, OWNER hereby authorizes AGENT to withdraw any deficiencies.

5.1 Set Up Fee: There shall be a one-time set up fee in the amount of \$_____.

6. **REPAIR AND MAINTENANCE OF THE PREMISES.** OWNER and AGENT mutually agree as follows:
- 6.1 The AGENT will make or cause to be made and supervise repairs and alterations, and to decorate the PREMISES, purchase supplies and pay all invoices incurred in connection with the provisions of this paragraph 6.1. AGENT agrees to obtain the prior approval of the OWNER on major expenditures in excess of \$__, except monthly or recurring operating charges exceeding \$__ and/or any repairs deemed to be emergency repairs.
- 6.2 The AGENT does not assume and is given no responsibility for the compliance of any building on the PREMISES or any equipment therein with the requirements of any statute, public authority or official thereof having jurisdiction, except to notify OWNER promptly or forward to the OWNER promptly any complaints, warnings, notices, or summonses received by it relating to such matters. The OWNER represents that to the best of his (its) knowledge the PREMISES and such equipment comply with all such requirements and authorizes the AGENT to disclose the ownership of the PREMISES to any such officials and agrees to indemnify and hold harmless the AGENT, its representatives, servants, and employees, of and from all losses, cost expense, (including attorney's fees), and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.
- 6.3 In the event it is alleged or charged that any building on the PREMISES or any equipment therein or any act or failure to act by the OWNER with respect to the PREMISES or the sale, rental, or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction there over, and the AGENT in its sole and absolute discretion, considers that the action or position of the OWNER or registered managing agent with respect thereto may result

in damage or liability to the AGENT, the AGENT shall have the right to cancel this AGREEMENT at any time by written notice to the OWNER of its election so to do, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by registered mail, on or to the person named to receive the AGENT'S monthly statement at the address designated for such person as provided in Paragraph 2.2 above, and if served by mail shall be deemed to have been served when deposited in the mails. Such cancellation shall not release the indemnities of the OWNER set forth in this AGREEMENT, including, but not limited to, the indemnities contained in Paragraph 4 and 6.2 above and shall not terminate any liability or obligation of the OWNER to the AGENT for any payment or reimbursement of any sum of money then due and payable to the AGENT hereunder.

7. **CONSTRUCTION AND IMPROVEMENT MANAGEMENT.** OWNER and AGENT mutually agree as follows:

To the extent that the AGENT undertakes renovation or major repairs which are neither reimbursed by the tenants under CAM charges or extra ordinary and to the extent that the AGENT undertakes the necessary bidding with contractors or subcontractors, building permits if necessary, and course of construction coordination, owner agrees to reimburse as an additional fee an amount equal to 6% of said cost of renovation or major repairs.

8. **TERMINATION.** OWNER or AGENT may terminate this AGREEMENT at any time, provided however, that written notice is provided at least Thirty (30) days prior to the proposed termination date. However, in the event a party to this AGREEMENT has materially breached or defaulted under any of the terms and conditions hereof, then the non-defaulting party may terminate this AGREEMENT by giving thirty (30) days written notice to the defaulting party. The right to terminate granted herein shall be in addition to any other rights or remedies which the non-defaulting party may have in the event of a breach of default hereunder. Termination may be immediate without advance written notice if cause is due to willful misconduct and/or gross negligence by either party relating to Premises or this Agreement. In addition, OWNER'S agency shall cease at such time as the Property is foreclosed, sold or otherwise transferred by OWNER to any person(s) or entity not affiliated with OWNER.

9. **THE OWNER SHALL PAY OR REIMBURSE THE AGENT** for any sums of money due AGENT under this AGREEMENT for services rendered and for actions undertaken prior to termination, notwithstanding any termination of the AGREEMENT. All provisions of this AGREEMENT that require the OWNER to have insured or to defend, reimburse, or indemnify the AGENT (including, but not limited to, Paragraphs 4.1, 4.3, and 6.2) shall survive any termination of this AGREEMENT and, if AGENT is or becomes involved in any proceeding or litigation by reason of having been the OWNER'S AGENT, such provisions shall apply as if this AGREEMENT were still in full force and effect. The parties understand and agree that the AGENT may withhold funds for thirty (30) days after the end of the month in which this AGREEMENT is terminated to pay bills previously incurred but not yet invoiced and to close accounts. In the event any bills or invoices regarding the premises are sent to AGENT following the closing of all accounts for the PREMISES, AGENT shall forward such bills or invoices to the OWNER, and OWNER shall be solely responsible for the payment thereof.

10. **INTEREST.** In the event either party to this AGREEMENT fails to pay any sums due pursuant to this AGREEMENT within thirty (30) days following written demand therefor, such unpaid sums shall accrue interest until paid at the maximum legal rate allowed by law.

IN WITNESS WHEREOF the parties hereto have affixed or cause to be affixed their respective signatures this _____ day of _____.

OWNER: _____ Phone: _____

Tax I.D.# _____

AGENT: **H.E. INC, dba Hastings Enterprises**

By: _____

Bryan N. Beckham - Owner/ Broker
I.D. #22-3870893

WITNESS: _____

EXHIBIT C

July 24, 2017

In consideration of the services to be rendered by PACIFICA COMMERCIAL REALTY (hereinafter called Broker) and its agreement to use its best efforts to effect a lease(s) or sale of the property described below, the undersigned _____(hereinafter called "Owner") hereby grants to Broker the exclusive right to negotiate a lease(s) or sale of said property for a period commencing_____ and ending at midnight, _____**. The property is situated in Templeton, County of San Luis Obispo, State of California, and is located at_____.

The Property is further described as follows:

The terms and conditions of said sale shall be as follows:

- List Price shall be:
- Terms to be: All cash to Seller or terms acceptable to Seller.

The terms and conditions of said lease shall be as follows:

- The Lease Rate shall be:
- The Lease Term shall be: To be determined or Term acceptable to Owner
- The Lease Type shall be: AIR Commercial Real Estate Association Form or Owner's equivalent

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

The Owner agrees to pay Broker a commission, in accordance with Broker's SCHEDULE OF SALE AND LEASE COMMISSIONS, a copy of which is attached hereto, for services rendered if: (1) Said property is leased to a tenant whether procured by Broker or by or through anyone else prior to the expiration of this Agreement or any extension thereof; or (2) If within sixty (60) days after the expiration of this Agreement or any extension thereof said property is leased or negotiations commence and continue leading to the consummation of a lease to any person or entity with whom Broker has negotiated or to whom said property has been submitted by Broker prior to such expiration in an effort to effect a lease(s) of said property and whose name appears on any list of such persons or entities which Broker shall have mailed to the Owner at the address stated below at any time within ten (10) working days immediately following such expiration.

The Owner further agrees that in the event a sale of the property is entered into by Owner and any person or entity with whom Broker has negotiated or to whom said property has been submitted by Broker during the life of this Agreement, subject to extension as provided in the preceding paragraph, upon close of escrow of said sale Owner shall pay to Broker a commission in accordance with the SCHEDULE OF SALE AND LEASE COMMISSIONS attached hereto.

The Owner agrees to cooperate with Broker in effecting a lease(s) or sale of the property and to refer to Broker all inquiries from any party interested in the property. All negotiations are to be through Broker and Broker is authorized to accept a deposit from any prospective tenant, to advertise the property, and to place signage on the property.

Upon request of the Owner, PACIFICA COMMERCIAL REALTY will make available to Owner for use in respect to the subject property PACIFICA COMMERCIAL REALTY'S standard lease forms. Owner acknowledges that PACIFICA COMMERCIAL REALTY is not offering legal advice or legal services in furnishing such forms. Owner shall seek advice of his own legal counsel as to interpretation of said lease forms and whether use of said lease forms is in Owner's best interests.

**Unless cancelled in writing by either Owner or Broker, this Agreement will automatically renew for an additional like term.

No amendments or alterations in the terms hereof or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both the Owner and Broker. Further, the Owner hereby acknowledges receipt of a copy of this EXCLUSIVE RIGHT TO LEASE OR SELL LISTING AGREEMENT and the attached SCHEDULE OF SALE AND LEASE COMMISSIONS.

Accepted:
Pacifica Commercial Realty

Accepted:
Owner

By: _____
Date

By: _____
Date

**SCHEDULE OF SALE AND
LEASE COMMISSIONS**

EXCLUSIVE RIGHT TO LEASE OR SELL dated July 24, 2017

A. Sales

On all sales of real property, the commission shall be **six percent (6%)** of the gross sales price. This commission shall be paid at the close of escrow or, if there is no escrow, then upon recordation of the deed; provided that if the transaction calls for a contract for deed, then upon execution of said contract. In the event a joint venture agreement is effected in lieu of sale, then the commission shall be calculated on the basis of the value of the property as determined for purposes of the joint venture agreement, and the percentage of interest thereof which is being conveyed to the new joint venture partners and the commission in this event shall be paid upon execution of the joint venture agreement.

B. Leases

On all leases of real property, the commission shall be:*

6% of the total minimum monthly rent ("base rent") paid for the 1st five years, plus
3% of the total minimum monthly rent ("base rent") paid beyond five years;

*Provided the minimum commission payable under this agreement shall be equal to one month's rent.

1. Payment of Lease Commissions.

Commissions shall be due and payable on execution of a lease by the Owner and the Tenant.

2. Month-to-Month Tenancy.

The commission in this instance shall be the equivalent of $\frac{3}{4}$ of one (1) month's rent at the beginning of each years occupancy.

3. Extension of Lease or Additional Space Taken.

If the term of the lease is extended, or if the Tenant occupies additional space, then a leasing commission shall be paid at the time their term is extended or additional space is occupied. The leasing commission shall be computed in accordance with the provisions of this Schedule and by using the rates applicable as if the initial term of the lease had included the extension period or the premises initially leased had included the additional space.

4. Purchase of Property by Tenant.

If the Tenant, its successors or assignees, purchase the property during the term of the lease or any extension thereof or within one hundred twenty (120) days after the expiration thereof pursuant to provisions contained in the lease or through subsequent modifications of such provisions, then a sales commission shall be paid at the time the purchase is consummated as per the provisions of (A) above. The sales commission shall be computed at the rate stated above for sales, less the amount of lease commission previously paid relating to that portion of the lease term extending beyond the consummation of the sale. However, there shall be no rebate in the event the sales commission is less than the lease commission previously paid relating to that portion of the lease term extending beyond the effective date of the purchase.

In the event the Owner fails to make payments within the time limits called for herein, then from the date due until paid, the delinquent payments shall bear interest at the maximum legal rate in the State of California. In addition, should it become necessary for PACIFICA COMMERCIAL REALTY to engage counsel to collect payment due hereunder whether or not suit is filed, the Owner shall pay all reasonable attorney fees and court costs incurred by PACIFICA COMMERCIAL REALTY in connection therewith.

The provisions hereof are subject to the terms and provisions of any Listing Agreement to which this schedule may be attached and which is executed by the parties hereto. The Owner agrees that it shall be binding upon the heirs, successors, and assigns of the Owner. The term "Owner" when used herein shall be deemed to mean the Owner of the property or Sublessor in the event of a sublease.

Initial:

Initial:

EXHIBIT D: CONTACTS & LETTER OF RECOMENDATIONS

Exhibit D

Recommendations

Financial Institution Recommendation:

Neil Amarante SVP, Director of Commercial Banking

400 South River Road Paso Robles, Ca.

neil@twistedrootsvineyard.com (805) 440 -7878 cell

*written letter of recommendation attached

Appraiser Recommendation:

Keith Spierling

Spierling Appraisal & Consulting Services

223 South Halcyon P.O. Box 1063 Arroyo Grande, Ca. 93421

kspierling@earthlink.net (805) 474 8910

*written letter of recommendation attached

Leasing / Sale / Property Management Recommendation:

Ray Derby

P.O. Box 5030

Paso Robles, CA. 93447 – 5030

RECDERBY@aol.com (805) 909 0314

Property Development & Sales and Leasing Services Recommendation:

Robert Gilson

1111 Coast Village Road

Montecito, Ca. 93108

rsyilly@gmail.com (805) 695 7116 (o) (805) 570 8855 (cell)



PACIFIC PREMIER

BANK

400 South River Road
Paso Robles, CA 93446

July 10, 2017

City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

To Whom It May Concern:

This letter is written to recognize and recommend the outstanding service, professionalism, and most importantly, the expertise of Newlin Hastings, Bryan Beckham and the entire team at Pacific Commercial Reality. Having worked with the above mentioned team since 2005, I recognize the differences between excellent, average, and mediocre performance. From my experience with Pacifica Commercial Reality, the overall team consistently demonstrated excellent customer service, excellent market knowledge, an amazing work ethic, and genuine personal and professional integrity.

The Pacifica Team has represented the bank in numerous real estate deals from the leasing and selling bank branches to the sale of other real estate owned (REO) assets during the great recession. Their professionalism and drive were instrumental in the marketing and selling of several REO properties in a timely manner; the impact of their efforts was a vital component of the bank ability to make it through the recession.

To reiterate, I hold Pacific Commercial Reality in the highest regard as do many of my clients throughout the community. I would highly recommend Pacifica Commercial Realty to the City of Paso Robles.

Sincerely,

A handwritten signature in cursive script that reads "Neil Amarante".

Neil Amarante
Senior Vice President
Director of Commercial Banking
Pacific Premier Bank
(805) 369-5176 (office)
(805) 440-7878 (cell)

Spierling Appraisal & Consulting Services

P.O. Box 1063
Arroyo Grande, Ca. 93421
Phone/Fax: 805-474-8910

July 12, 2017

Meg Williamson,
City of Paso Robles

Dear Ms. Williamson,

It is my pleasure to provide this letter of recommendation for Pacifica Commercial Realty. I have worked and consulted with Pacifica Commercial Realty and Bryan Beckham in particular for over 25 years as a licensed and practicing real estate appraiser. Over this time, we have interacted while I was the Senior Appraiser for Mid-State Bank, Chief Appraiser for Commerce Bank of San Luis Obispo, and most recently as owner of Spierling Appraisal & Consulting Services.

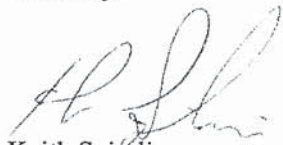
Over the years, the entire staff at Pacifica Commercial Realty, and Bryan in particular have been invaluable in providing sale and lease information, and providing input on, or confirming market trends relative to rental rates and/or sale prices of commercial and industrial type properties.

Pacifica Commercial Realty concentrates in the commercial, office, retail, and industrial markets. As a result, they are quite familiar with all types of commercial/industrial uses as well as development property. With of this concentration, they have excellent market knowledge in these sectors and have the ability to report market trends and produce well reasoned and supportable market based opinions relative to both leases and sales.

I have always found Bryan and the rest of the staff to be extremely responsive and cooperative. The data they have provided is accurate and current, representing the latest market conditions and transactions. Members of Pacifica have also been active not only in real estate, but in the community and the affairs that affect it. As a result, they can provide valuable insight relative to the community at large.

With Pacifica Real Estate's many years of experience and expertise in both management and sales of commercial real estate, I would highly recommend them as a firm and Bryan Beckham, as a Real Estate Broker in particular. If you need any further information, please do not hesitate to contact me.

Sincerely,



Keith Spierling,
Spierling Appraisal & Consulting Services

KS

TRANSACTION HISTORY

City Property
Theatre Drive @ HWY 46West



Pacifica/Hastings Representation

- 206 Alexa Court/La Bellasera
- 212 Alexa Court/Hampton Inn
- Alexa Court +/- 1 acre
- 480 Gahan Place
- 3233 La Cruz
- 3233 La Cruz
- 130 Easy Street (Units 1-8)
- 2752-2754 Ramada Drive
- 77 Marquita
- 3310 Ramada Drive
- 3320 Ramada Drive
- 3330 Ramada Drive
- 3340 Ramada Drive
- 1650 Ramada Drive
- 1650 Ramada Drive
- 1749-1759 Ramada Drive
- 1761-1763 Ramada Drive
- 1749-1763 Ramada Drive
- 1859 Ramada Drive

Zoning

Use

- C2 Hotel/Restaurant
- C2 Hotel/Restaurant
- C2 Vacant Land
- AG Residence
- CR Office Building
- CR Office Building With Storage Yard
- CR Commercial Building
- CR Commercial Building
- CR Commercial Building
- CR Commercial
- CR Commercial Retail
- CR Commercial Retail
- CR Commercial Retail
- CR Commercial Retail
- M Light Industrial
- M Offices
- M Commercial/Retail Trade
- M Commercial/Retail Trade
- M Commercial/Retail Trade
- M Commercial/Retail Trade
- M Retail Trade

Size

- 1.57 Acres
- 2.3 Acres
- 1 Acre
- 1,750 SF home on 5 Acres
- 5.46 Acres
- 11,135 SF
- 2,670 SF
- 2,640 SF Bldg with 22,000 SF Yard
- 9,433 SF Building
- 10,843 SF Building
- 10,698 SF Building
- 21,130 SF Building
- 220,424 SF Bldg on 10.45 Acres
- 4,892 SF Bldg
- 4,990 SF Building
- 2 Buildings Totaling 9,962 SF
- 1.75 Acres

Paso Robles Street



- 708 - 712 Paso Robles Street
- Paso Robles Industrial Park (801-931)
- 999 Paso Robles Street
- 1142 Paso Robles Street

- C3 Commercial/Commercial Industrial
- RSC Commercial
- M Commercial/Commercial Industrial
- C3 Retail Trade

- Leasing & Management
- Leasing & Management
- Leasing
- Leasing

City Property
Riverside Avenue Maintenance Yard



Pacifica/Hastings Representation

455 Riverside Avenue
525 Riverside Avenue
Big Creek Lumber
Alliance Industrial Plaza (825 Riverside/Units 1-16)
Alliance Square (935 Riverside/Units 7-24)
1004 Riverside Avenue
The Granary (1111 Riverside/Units 100-504)

Size

8,556 Lot
13,447 SF Building
10' Space Behind Alliance Industrial
3 Buildings Totaling 29,656 SF
26,900 SF Building
8,000 SF Building With Storage
19,648 SF Building

Zoning

RSC
M
M1
C3
C3
C3
Retail Trade
Commercial/Office Building

Use

Commercial/Industrial Lot
Commercial
Commercial/Industrial
Commercial/Commercial Condo
Commercial
Retail Trade
Commercial/Office Building

Leasing & Management
Leasing & Management
Leasing of Land
Leasing & HOA Management
Leasing & HOA Management
Leasing & Management
Leasing & Management

Train Station



The Depot (702-744 Pine Street)

2 Buildings Totaling 8,636 SF

C3

Commercial/Office Building

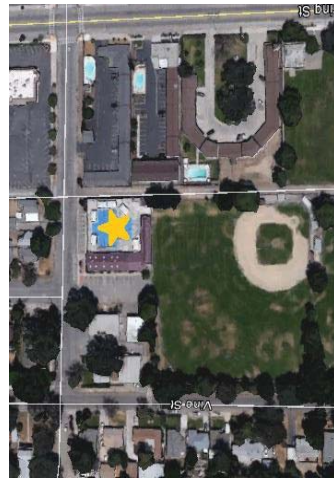
Leasing & Management

Pioneer Park - East and West



City Properties

Municipal Pool - PRUSD



Pacifica/Hastings Representation

Size

Zoning

Use

Airport - Ground
 Airport - Master Lease
 Airport - City Owned Buildings



3010 Rollie Gates Drive (Yesterday's)
 4301 Second Wind Way (GCFS & Michael Dusi)
 3071 Propeller Drive (Hillard)

3 Buildings Totalling 52,205 SF
 8,400 SF Building

CS Light Industrial
 C3 Commercial Light Industrial
 CR Commercial/Commercial Building

Leasing
 Leasing
 Leasing

City Properties
 Ladera Lane - County Residential Site



Pacifica/Hastings Representation
 1017 Sleepy Hollow
 1017 Sleepy Hollow

Size
 2,500 SF Residence

Zoning
 R1 Residential/SFR

Use
 Leasing & Management
 Sold 2017

Land Fill - 90 acres

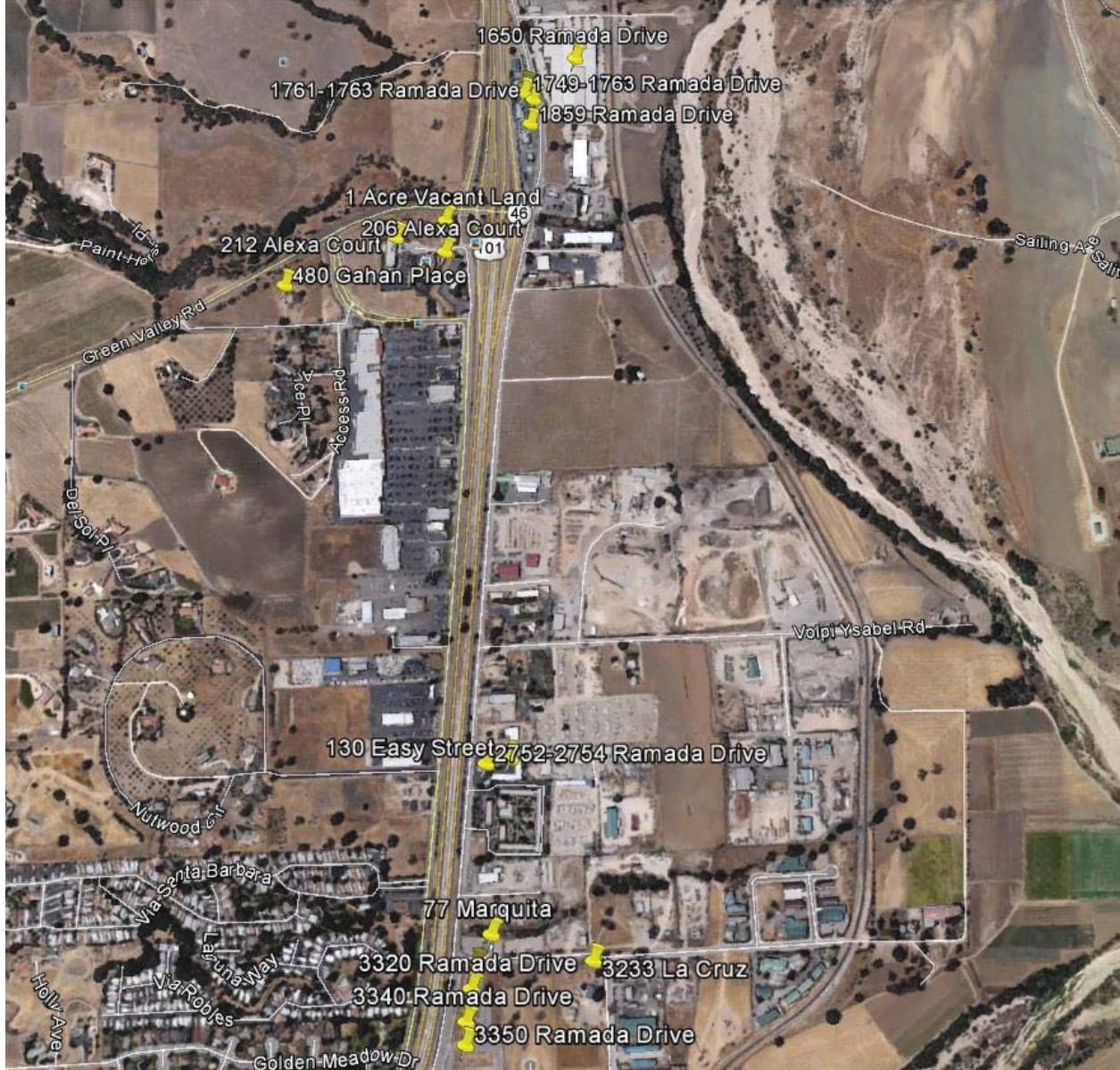


Estrella Boys School



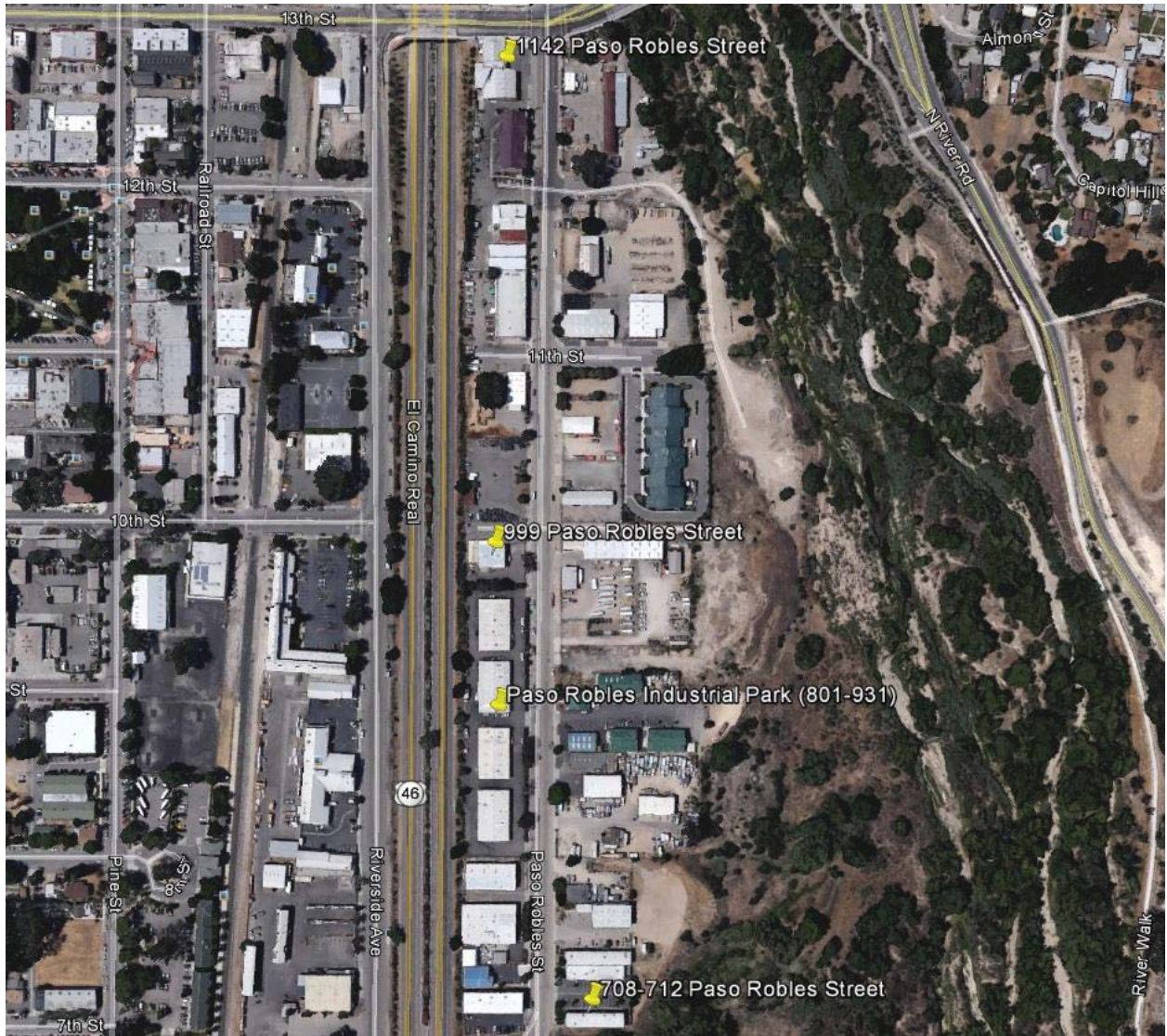
Pacifica/Hastings Representation

Theatre Drive @ HWY 46 West



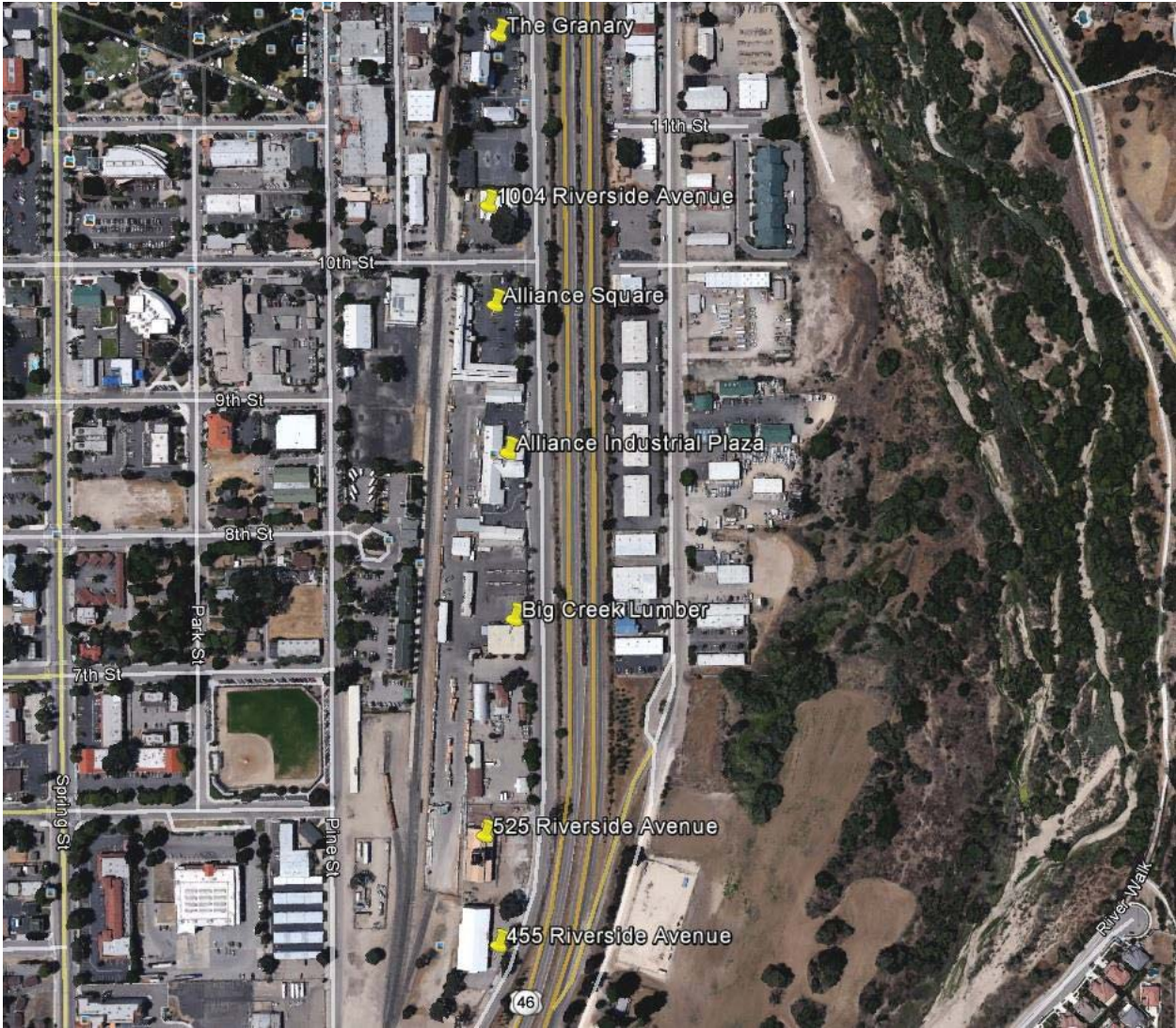
206 Alexa Court	3310 Ramada Dr.
212 Alexa Court	3320 Ramada Dr.
Alexa Court +/- 1 acre	3330 Ramada Dr.
480 Gahan Place	3340 Ramada Dr.
3233 La Cruz	1650 Ramada Dr.
130 Easy Street	1749- 1759 Ramada Dr.
2752- 2754 Ramada Dr.	1761- 1763 Ramada Dr.
77 Marquita	1859 Ramada Dr.

Paso Robles Street



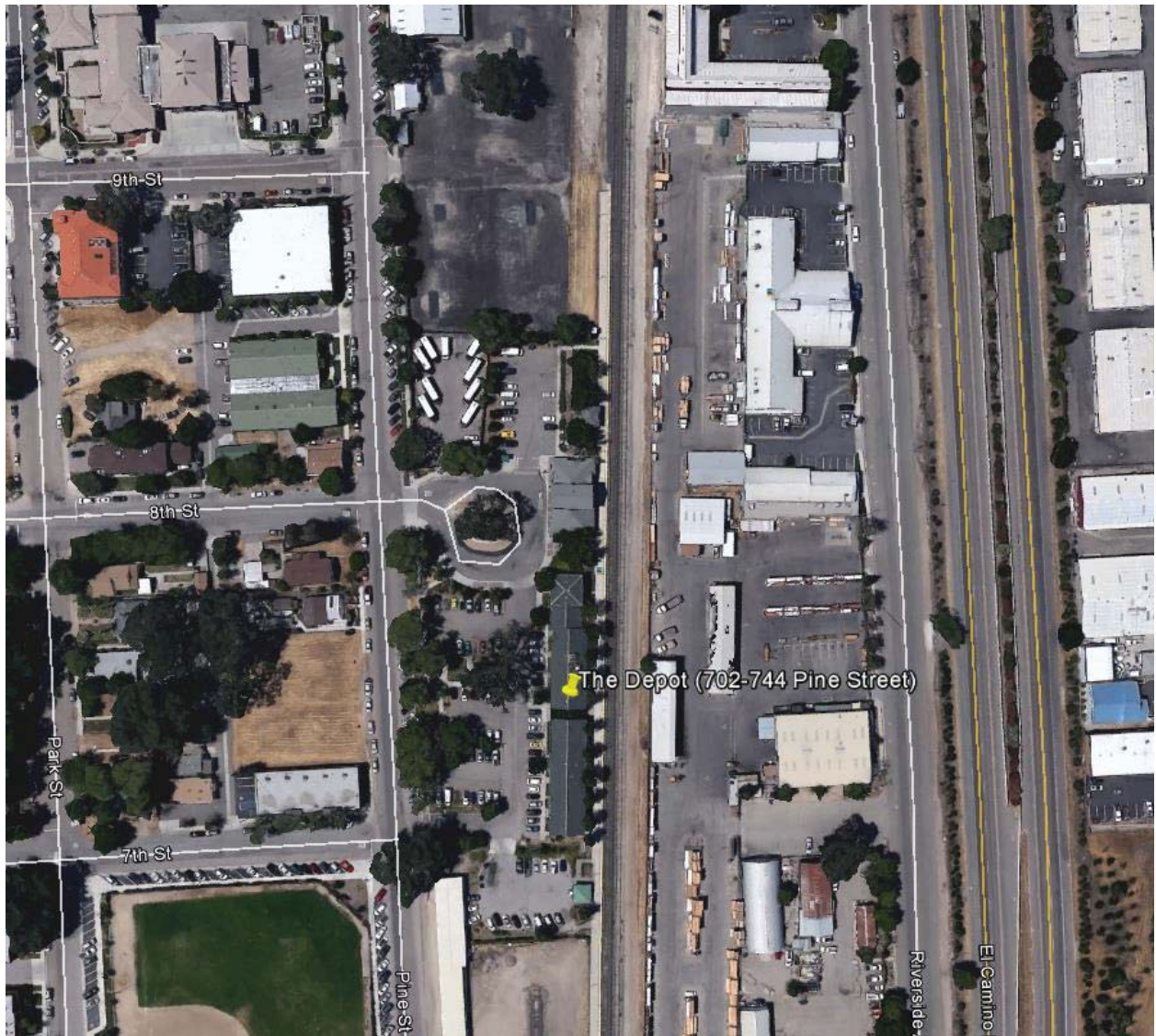
708- 712 Paso Robles St.
801- 931 Paso Robles St.
999 Paso Robles St.
1142 Paso Robles St.

Riverside Avenue Maintenance Yard



455 Riverside Ave.	935 Riverside Ave.
525 Riverside Ave.	1004 Riverside Ave.
745 Riverside Ave.	1111 Riverside Ave.
825 Riverside Ave.	

Train Station



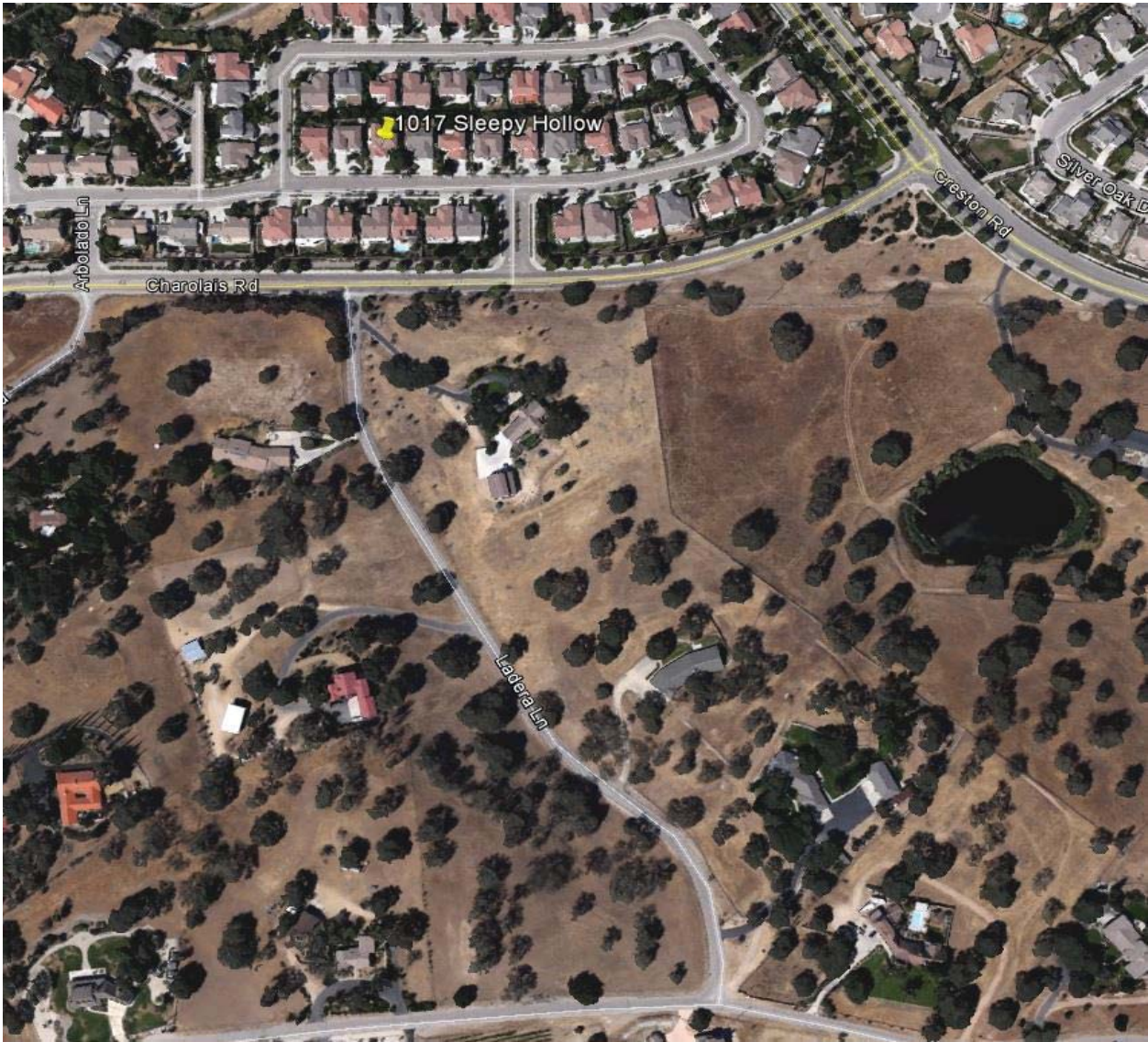
702- 744 Pine Street

Airport



3010 Rollie Gates Dr.
4301 Second Wind Way
3071 Propeller Dr.

Ladera Lane



1017 Sleepy Hollow

Stafford McCarty

Request for Proposals for Real Estate Marketing and Brokerage Services July 2017



Stafford ♦ McCarty
Commercial Real Estate

July 21, 2017

Meg Williamson
Assistant City Administrator
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

Subject: Request for Proposal for Real Estate Marketing and Brokerage Services

Dear Meg:

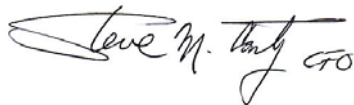
Over our 24 plus years, Stafford McCarty Commercial Real Estate has had a long and successful brokerage history.

With our firm's local and regional government representation experience, we feel we are uniquely qualified for this assignment. In addition to our local ties, our track record and working relationships with regional and national brokerage firms brings to the table an in depth experience to the assist the City of Paso Robles in a strategic partner capacity.

Attached please find our response to request for real estate services for the City of Paso Robles. Selecting a firm to represent your real estate interests requires both an objective and subjective evaluation. Our response details our qualifications to meet your Selection Criteria including our knowledge of the local and Central Coast Region real estate market, our commercial real estate experience and track record as well as our knowledge of various industry sectors, including publicly owned facilities, including airports. We also want you to know that we are very interested in working with you and will provide focused, timely and creative efforts to meet your varied real estate needs.

We are pleased to submit this proposal and look forward to further meetings and presentations.

Sincerely,



Steve McCarty
Stafford-McCarty Inc.
License # 01240829

REQUEST FOR PROPOSALS
FOR
REAL ESTATE MARKETING AND BROKERAGE SERVICES
CITY OF PASO ROBLES CITYWIDE PROPERTIES

Our responses to the RFP are complete and generally structured to match your information requests as outlined in Section I of the Request for Proposals for Real Estate Brokerage Services.

SCOPE OF EXPERIENCE AND BROKER QUALIFICATIONS

INTRODUCTION TO STAFFORD MCCARTY COMMERCIAL REAL ESTATE

Stafford McCarty Commercial Real Estate has been one of the most successful regional commercial real estate companies for over 24 years, completing some of the largest and most complex asset sales in the region.

Our client and transaction representation range from listing and selling Fortune 500 company assets to municipal acquisitions. Given our depth of commercial real estate work, Stafford McCarty Commercial Real Estate has been a guest author for the both the UCSB Economic Forecast and Central Coast Economic Forecast for over 12 years reporting on commercial real estate trends and activities.



OUR FIRM'S EXPERIENCE

Our continued success is founded on establishing on-going relationships with both individual clients and corporate accounts who appreciate our competent, professional, results-oriented representation. In addition to our sales and leasing expertise, we have a broad understanding of entitlement issues and the development process as well as public institutional experience. Our marketing reach via local, regional and national exposure has proven to be effective with local clients and brokers to national corporations.

We detail our municipal experience later in this response by outlining some of our transactions as case studies. In addition, we have included some additional case studies in an Appendix for your review to highlight the range of services we have provided beyond just the municipal sector.

BROAD BACKGROUND OF BOTH ASSET (MARKET) TYPES AND TRANSACTIONS

Our broad background of market sector knowledge –industrial, office, retail, investment and development and our experience in the greater Central Coast Region - from San Miguel in the north to Santa Barbara in the south - make us experts for this area. No other firm has this breadth and depth within their select brokers. Our firm has also conducted significant transactions within these market sectors and geographic territories.

Stafford McCarty Commercial Real Estate interfaces well with other brokerage firms. As a result, we are recommended by others regularly and are often referred business because of our “team attitude”. This all works to the benefit of the client through quality cooperation and broader reach.

YOUR TEAM AT STAFFORD MCCARTY

Based out of San Luis Obispo, the firm is comprised of two seasoned brokers serving as your team, Steve McCarty, which will be the primary contact and lead broker, and Steve Davis will head up the analytical and marketing efforts.

YEARS IN BUSINESS

Stafford McCarty Commercial Real Estate has been in Business since 1992. Steve McCarty, firm principal, has been in the business for 29 years and originally started with TOLD Commercial Real Estate in 1988 before founding Stafford McCarty Commercial Real Estate. Steve Davis, Broker Associate, has been in the industry and with Stafford McCarty for 9 years.

MARKET TRENDS - EXTRACT OF STAFFORD MCCARTY COMMERCIAL REAL ESTATE PUBLISHED DATA

As noted above, no other firm has the depth of market knowledge and history of published research than our organization. Steve McCarty and Steve Davis are guest authors for Beacon Economics, the economists engaged by the Central Coast Economic Forecast Project. The following vacancy table from our published research is the latest installment in our 15 plus years of codified tracking the Paso Robles market sectors, enabling us to understand market trends over time.

Commercial Vacancy Rates (%), Paso Robles Metropolitan Area, 2016

Property	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Industrial/Warehouse	3.5	5.0	2.8	7.5	13.2	8.0	7.7	6.5	5.7	3.6	1.1	9.3
Retail Functioning	< 1.0	< 1.0	< 1.0	2.2	4.1	4.5	3.5	4.8	3.3	2.6	2.8	2.1
Office Functioning	1.2	5.2	5.6	7.7	24.1	17.5	18.4	18.3	6.6	14.3	7.5	9.2

Source: Stafford McCarty Commercial Real Estate

CITY OF PASO ROBLES REAL ESTATE PORTFOLIO

Stafford McCarty Commercial Real Estate with its long history has dealt with issues surrounding the types of property you hold in your portfolio. (Please see our case studies in the Experience Section for reference.) We are comfortable analyzing, pricing and negotiating across a wide range of property types and uses and generating creative solutions to help achieve our client’s goals.

Akin to the City of Paso Robles portfolio, Stafford McCarty has worked with banks and lenders and their portfolios of assets taken back in the last and previous recessions including the sale of rural residential parcels.

On a strategic note, we understand that given the present strains of pensions and transportation on municipal budgets, converting underperforming assets into reliable cash flow versus just selling them off are key strategic decisions. We believe our experience makes us an asset to be a part of that dialog in which we can add value through our experience to analyze and evaluate alternatives.

STAFFORD MCCARTY TEAM NARRATIVE RESUMES



Steve McCarty

Steve McCarty has been the driving force at Stafford McCarty for over 20 years. With broad knowledge in investment land and building sales and leasing, Steve has assisted clients in hundreds of successful real estate transactions. From key agricultural land to large industrial leases, from office and warehouse space to placing investments, Steve's knowledge of the Central Coast and its key players is a significant asset.

After graduating from the University of California at Santa Barbara with Bachelor and Master of Arts degrees in 1981, Steve worked major accounts within the computer hardware and software industry. Prior to the formation of Stafford-McCarty Commercial Real Estate, Steve McCarty started his career in real estate sales and leasing with TOLD Real Estate Corporation in 1988, and operated out of Santa Maria, California. Steve McCarty, along with partner Greg Stafford (retired), Steve started Stafford McCarty in 1992.

Steve's current community involvement efforts include being a board member of both the Central Coast Economic Forecast (current Board Chair) and UCSB Northern Santa Barbara County Economic Forecast Project, as well on the board of directors for the San Luis Obispo Community Foundation (past Board Chair) and San Luis Obispo Real Estate Foundation (past Board Chair). Other non-profit associations: Steve was Past President of the YMCA San Luis County and was also on the Board of Directors of Central Coast Home Builders Association for a number of years.



Steve Davis

Steve Davis brings his fast-paced, detail-oriented approach to assisting clients with their commercial real estate needs on the Central Coast. Whether representing a small business looking for their first location or an established industrial client looking for the next manufacturing facility, Steve's incisive analysis and market knowledge enable the team at Stafford McCarty to find the best solutions for complex real estate needs.

After graduating from Stanford in 1981 with a Bachelor of Science Degree in Industrial Engineering, Steve worked as a management consultant for Arthur Young and Company before moving to Sacramento to open a marketing and graphic design business, Dore Davis Design. Steve has developed his marketing and operations expertise through management positions in the hospitality industry (directing alumni resorts and conference centers for both Stanford University and University of the Pacific), being CFO of a medical research firm and working as an analyst for the Dean of the College of Liberal Arts at Cal Poly. Current volunteer efforts include being a member of the Downtown Association Economic Development Committee, being a board member of the SLO Youth Sports Association and a graduate of Leadership SLO XXIII.

DESCRIPTION OF EXPERIENCE IN ASSISTING SIMILAR SIZE ENTITIES INCLUDING ANY AND ALL SERVICES FOR GOVERNMENT AGENCIES

EXPERIENCE

Stafford-McCarty has conducted many transactions within the Central Coast for governmental and quasi governmental agencies. The following are summarized case studies.

City of Santa Maria



1770 Acres of land sited for a Managed Waste Facility for the City of Santa Maria. Stafford-McCarty was engaged via retainer fee and commission structure representing the City of Santa Maria in its search and acquisition.

This transaction is significant due to the complexity of the client's intended use, operating oil leases, potential biological and environmental mitigations involved with such a large property. This transaction also involved surface fee acquisition and analysis for relinquishing mineral rights.



City of Santa Maria



240 Acres of land sited for expansion of its waste water treatment for the City of Santa Maria. Stafford-McCarty was engaged by the City of Santa Maria in its search and acquisition. Stafford McCarty represented the City and was paid a commission by the City for the transaction.

This transaction is significant due to its creative acquisition structure minimizing the cash from the City. It involved asset swaps with the seller for other City held properties and master lease backs which involving financial modeling and analysis. Nick Tompkins, a local developer, (NKT Commercial), was the Seller as he was President of APIO at the time.



City of Santa Maria



While under retainer, Stafford McCarty was directed to:

Negotiate on behalf of the City in a dispute with the Santa Maria Valley Railroad regarding a transit station lease. We were brought in at a point where parties were threatening litigation. We able to resolve the dispute through negotiation thus preventing litigation.

Also under a retainer for services and commission agreement, identified mitigation ground to offset endangered species habitat (California Tiger Salamander) for the Union Valley Parkway as well as additional acreage for land fill buffer.

Negotiated gray water line easement over private property.

Worked with City Utilities Director on identifying ground water delivery alternatives with Twitchell Reservoir, State Water and City of Santa Maria adjudicated Basin water allocations to purvey water to the Nipomo Community Services District.



Water Basin Map

Santa Maria Public Airport District



Stafford McCarty procured a Buyer for both parcel fee acquisition and land lease of this approximately 4.75 acre project for self-storage. Working through approvals with the FAA were required to complete the transactions.

Significance to the Airport District: low employee and traffic impact. Negotiated an easement with the City of Santa Maria to a major traffic corridor to increase the usability of the land.

Southern Pacific Union Pacific Railroads



Approximately 10 acres, San Luis Obispo and Guadalupe, CA

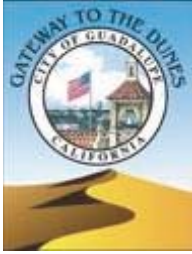
Multiple transactions, with the San Luis Obispo transaction pictured here. Stafford-McCarty represented Southern Pacific, listing the properties and procuring the Buyers.

Significance: Complex purchase agreements with indemnity requirements benefiting the railroad, including extensive mitigation potential.

Note: Stafford McCarty Commercial Real was the exclusive Broker for Southern Pacific in this region prior to its merger with Union Pacific and has extensive knowledge of local rail spurs and siding.



City of Guadalupe



Engaged by the City of sell industrial land in the redevelopment district to attract business to Guadalupe. Transacted multiple sales to a variety of industrial users completing the inventory of parcels.

Engaged at a later date to sell residential subdivisions for the City's RDA which were foreclosed upon and taken back by the RDA. Multiple sales: approximately 120 unit sold to Carriage Homes; 74 units to People's Self Help Housing.

Brought in again to list and sell a mixed use building and commercial parcel repossessed the City.

Note: Stafford McCarty has listed and sold entire Specific Plans. In Paso Robles Stafford McCarty has sold multiple subdivisions. One being 481 entitled units in the Borkey Specific Plan.



Regional Transit Authority



Approximately 17,000 sq. ft facility on 2.66 acres in San Luis Obispo.

Selected via 3rd party consultant to represent the RTA as exclusive representative for siting a new maintenance facility. Developed multiple options, performed analysis and lease negotiation along with San Luis Obispo County counsel.

Significance: Strategic combining of parcels and complex lease agreements to create a site in a market with minimal inventory.



County of Santa Barbara



Stafford McCarty was selected, listed and sold this approximately 23,846 sq. ft. former probation office surplus property on approximately 4.67 acres for the County of Santa Barbara.

Significance: Stafford McCarty worked with closely with two North County Supervisors as they were part of the asset disposition team with the County. The asset sale was highly visible as they County was not known to sell assets at that time.



REFERENCES

Rennie Pili

*Former City Mayor and Councilman
 City of Guadalupe
 805 868-0168 personal phone*

Engaged by the City of Guadalupe to dispose of property foreclosed upon by the Redevelopment Agency and Successor Agencies. We listed and sold Residential subdivisions, Industrial subdivision parcels as well as a mixed use building (residential over commercial). Presently selling a corner former gas station parcel still having residual contamination and working through Brownfield issues.

These services were performed at different times over a period of years and working with multiple City Managers from the early 1990's to present. Mayor Rennie Pili was on council for many of these years.

Paul Karp

*Director of Public Works, (retired)
 City of Santa Maria,
 (805) 234-0731 personal cell phone*

Paul brought us in originally to site the waste water treatment plant in the mid 90's. We were brought in on additional projects at various points in time over the next score of years. The last major work was approximately 5 years ago.

Rick Sweet

*Director of Utilities, (retired)
 City of Santa Maria,
 805 878-3671 personal cell phone*

After Paul retired we continued to do work for Rick (and the City attorney) under various retainer and commission arrangements: such as lease negotiations, easements, theoretical property taking estimates (Right of Way expansions), searching for mitigation ground, potential brine water injection wells and alternate methods of water delivery, potential locations for a Police Department shooting range and driving safety courses. Searching for a site for the Department of Motor Vehicles, etc. Much of this work was trying to identify opportunities for cost savings or compliance.

Personal Reference not related to Governing agencies work:

Jim Brabeck

*President
 Farm Supply
 (805) 441-6321 personal cell phone*

One more thing.....

As a note: in the early 90's we worked with former Economic Development Director Roger Elkin, representing the RDA to site additional land surrounding the Paso Robles Inn (when our firm was listing the asset) to attract larger out of the area buyers and development of the downtown.

LISTING OF CURRENT LITIGATION, OUTSTANDING JUDGMENTS, LIENS AND CONFLICTS OF INTEREST, IF ANY

We are not currently, nor have ever been, in litigation. Moreover, there no known conflicts of interest in our working with the City of Paso Robles. Stafford McCarty nor its principals own real property within the area of service being proposed.

Steve McCarty and now retired Greg Stafford used to own approximately 10,000 sq. ft. of retail in the downtown Paso Robles core, but this was sold over seven years ago. The point of this comment is to illustrate that we are familiar with the market and have invested personal funds in the community.

As a general rule, Stafford McCarty Commercial Real Estate does not practice dual representation.

PROPERTY MANAGEMENT

Stafford McCarty does not perform property management; our focus is brokerage. We arrange services for our clients through qualified 3rd party property managers. We have qualified parties willing to work with us in the event this becomes a requirement.

FEE SCHEDULE:

A. State your proposed commission rate for the sale/purchase and leasing of properties.

Our standard Fee Schedule is attached below.

B. Hourly rates as may be applicable to special (non-commission) project analysis.

Typically, we have an initial retainer against which we bill at an hourly rate of \$150 per hour against. Commissions are usually credited against the retainer in which the City was responsible for fees. That being said we look to the first sources of commission fees from the Seller, especially if it is an asset which is formally listed.

C. State any other costs the City of Paso Robles may anticipate relating to the real estate services:

Although not specifically related to service work with Stafford McCarty Commercial Real Estate, the City should be prepared to be able to present for each property:

- Preliminary Title Reports
- Environmental Assessments (Phase 1 and possibly 2 if needed)
- Natural Hazard Reports
- Seller Property Disclosures including HVAC and structural audits (other than land) on
- any of the assets it wants to sell or lease

COMMISSION SCHEDULE

To be made part of the Standard Owner-Agency Agreement for Sale or Lease of Real Property by and Between Stafford-McCarty, Inc. (Agent) and _____ (Seller) dated _____.

I. SALES, EXCHANGE AND JOINT VENTURE FEES.

- SALES 6% of the total purchase price or 5% of the purchase price if Agent is the only broker involved in the transaction.
- EXCHANGE Each party to the exchange shall pay a fee in accordance with this Commission Schedule.
- JOINT VENTURE If a joint venture is effected in lieu of a sale, a fee shall be paid based upon the fair market value. Unless otherwise established by Broker, "fair market value" shall presumed to be the value of the property as determined for purposes of the joint venture agreement.

II. LEASES

a) GROSS LEASE FEE

LONGER THAN 5 YEARS:

- 5% of the total rental for the first five years, plus 2.5% of the total rental for the balance of the term.

5 YEARS OR LESS:

- 6% of the total rental for the first three years, plus 3% of the total rental for the balance of the term.

b) NET LEASE FEE

LONGER THAN 5 YEARS:

- 6% of the total rental for the first five years, plus 3% of the total rental for the balance of the term.

5 YEARS OR LESS:

- 7% of the total rental for the first three years, plus 3.5% of the total rental for the balance of the term.

- Notwithstanding the above, no fee for leasing services shall be less than one month's rental.

III. EXTENSION OR RENEWAL OF LEASE OR ADDITIONAL SPACE TAKEN

Should the lease term be extended, the lease renewed or a new lease entered into between Lessor and Lessee upon expiration or termination of the original lease, or should Lessee lease additional space from the Lessor, then the regular leasing fee as computed from this Commission Schedule shall be paid to Stafford-McCarty at the time of such extension, renewal, new lease and/or leasing additional space using the fee rates applicable as if the initial term of the lease included such extension, renewal or new lease, or the premises originally leased had included such additional space.

IV. OPTION TO PURCHASE

Should the Lessee, his successor, nominee, or assignee purchase or enter into a contract to purchase the leased property or any portion thereof, during the term of the lease, any renewals or extensions thereof, or within 180 days after the expiration of the lease or of any renewals or extensions of the lease, then a sales fee shall be paid to Stafford-McCarty at such time as the purchase is consummated in accordance with Paragraph 1, hereof.

V. MONTH TO MONTH TENANCY

The fee shall be equal to one month's rental. If month-to-month tenancy continues for one year or longer, then Stafford-McCarty shall be paid a leasing fee based on the applicable schedule above, payable quarterly. In the event month-to-month tenant subsequently executes a lease, either directly with the owner or through Stafford-McCarty within 36 months from the date of execution of the month-to-month tenancy agreement, then Stafford-McCarty shall be paid a leasing fee based on the applicable schedule above, using the rate applicable as if the period of month-to-month tenancy had been part of the new lease term.

VI. PAYMENT OF FEES

a) LEASES:

Fees shall be due and payable upon the execution of a Lease by Lessor and Lessee. Stafford-McCarty is hereby authorized to apply any funds held in its trust account on behalf of Lessor to the payment of its fee(s) hereunder, should said funds be less than the full fee(s) due Stafford-McCarty, then the Owner shall promptly pay the difference to Stafford-McCarty in accordance herewith.

b) SALES, EXCHANGES AND JOINT VENTURES:

Fees shall be paid through escrow upon the closing thereof. Absent an escrow, fees shall be paid upon recordation of a deed; in the event of an installment sale or land sale contract, a fee shall be paid upon execution of the contract. If a joint venture agreement is effected in lieu of a sale, a fee shall be paid upon execution of the joint venture agreement.

VII. LEGAL FEES


In the event of any controversy related to, concerning or arising out of this Commission Schedule and/or the attached Authorization or Proposal, or any facts based upon or involving the same, the prevailing party, whether in court or by way of out-of-court settlement, shall be entitled to recover from the non-prevailing party or parties such prevailing party's attorney fees, court costs, expert witness fees and/or other expenses relating to such controversy, including attorney's fees, court costs, expert witness fees and/or other expenses relating to such controversy, including attorney's fees, court costs and/or other expenses on appeal, if any.

VIII. LEGAL CAPACITY

The undersigned hereby acknowledges receipt of a copy of this schedule and further agrees that it shall be binding upon the heirs, successors and assigns of the undersigned. The undersigned shall be deemed to be the owner of the property, a tenant under a ground lease and/or any tenant desiring to effect subleases. Each individual executing this Commission Schedule on behalf of a corporation or partnership warrants that he is duly authorized to do so.

By: _____ Date: _____

Stafford McCarty Commercial Real Estate
 Proposal Submittal Requirements City of Paso Robles July 2017

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/21/2017		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER 0G09892 Adler Belmont Dye Insurance Services, Inc. 369 Marsh Street Suite 200 San Luis Obispo CA 93401		CONTACT NAME: Laura Uribe PHONE (A/C, No, Ext): (805) 540-3900 FAX (A/C, No): (805) 540-3901 E-MAIL ADDRESS: LUribe@AdlerBelmontDye.com				
INSURED Stafford McCarty, Inc. 641 Higuera Street - Suite 201 San Luis Obispo CA 93401		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Ins Co of 19046 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #		
COVERAGES		CERTIFICATE NUMBER: 17-18 GL, HMOA		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6802H722109	5/24/2017	5/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6802H722109	5/24/2017	5/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate of Insurance is provided as Proof of Coverage.						
CERTIFICATE HOLDER City of Paso Robles Attn: Meg Williamson 100 Spring Street Paso Robles, CA 93446				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kevin Dye/LAURA 		
ACORD 25 (2014/01) INS025 (2014/01)		© 1988-2014 ACORD CORPORATION. All rights reserved.				

APPENDICES – ADDITIONAL CASE STUDIES

Federal Express, San Luis Obispo and Santa Maria




San Luis Obispo
Stafford-McCarty represented and procured the investor and sited the asset for the San Luis Pension Trust.

Santa Maria
Stafford-McCarty represented the investor (sports celebrity) and sited and procured the asset as a build-to-suit shown here. 40,000 square feet




Level 3 Communications, San Luis Obispo



Stafford-McCarty first represented a local investor and acquired the site approx. 11-acre site from Vons and then resold the approx. 30,000 square feet on 4.5 acres, multiple parcels.

Stafford McCarty represented the ownership, co-brokered the transaction with a Level 3 national representative.



FairSky Business Park, Santa Maria



Multiple sales of 20,000 square feet buildings within this Tech Park, one shown above.

20,000 square feet leased investment sale. Stafford-McCarty represented the initial investor, located the vacant property, installed a tenant and sold the building to a second investor.

Holly Sugar, Santa Maria



733 Acres of Industrial Land with numerous manufacturing buildings, warehouses and office facilities. Extensive exposure was made for this unique asset. Stafford-McCarty represented Holly Sugar, listed the property and produced the Buyer.



Stafford-McCarty interfaced with Corporate executives and legal counsel throughout this transaction. Imperial Holly Sugar went on to hire Stafford-McCarty to perform asset valuation and disposition analysis throughout the state for their other facilities.

Syndicate Systems, Paso Robles



207,000 square feet, manufacturing, warehouse and office.

This is one of the largest and most complex manufacturing facilities in the entire central coast. The building being large for the market was divided for several tenant operations.

Stafford-McCarty represented Syndicate Systems (Leggett and Platt), listed the property and procured the out of area investor via a direct contact made.



Bristol-Myers Squibb, Paso Robles



40,800 square feet.

Bio-medical manufacturing, clean room and office. Stafford-McCarty represented, listed the property and procured the sub-lessee.

This facility had a large clean room manufacturing component

