

CITY OF EL PASO DE ROBLES

COUNTY OF SAN LUIS OBISPO

STATE OF CALIFORNIA

Dated: DECEMBER 28, 1972

RESOLUTION NO. 1702

RESOLUTION REQUESTING CONSENT OF FEDERAL AVIATION ADMINISTRATION TO TRANSFER OF PASO ROBLES COUNTY AIRPORT FROM COUNTY OF SAN LUIS OBISPO TO THE CITY AND APPROVING AND AUTHORIZING EXECUTION OF TRANSFER AGREEMENT; AND ACCEPTING VETERANS BUILDING TRANSFER

The following resolution is hereby offered and read:

WHEREAS, the County of San Luis Obispo (hereinafter called "County") owns and operates that certain real property together with the buildings and improvements thereon known as the "Paso Robles-County Airport" which is located in the County of San Luis Obispo, State of California (hereinafter called "Airport"); and

WHEREAS, the City of El Paso de Robles (hereinafter called "City") has heretofore proposed to the Board of Supervisors of County that the said Airport be conveyed by County to City; and

WHEREAS, City has agreed that as part of said conveyance City would agree to assume all obligations, conditions, reservations, restrictions and exceptions set forth in the Quitclaim Deeds from the United States of America to County dated August 29, 1947, and August 5, 1948, and set forth in the various Grant Agreements between the United States of America and County which are still operative; and

WHEREAS, the justification for said conveyance of said Airport from County to City is that said Airport is in close

which is not County owned but rather with County leases.

- B. The "dead storage" in the gasoline tanks at said Airport on the condition that City pay to County the County's cost thereof; provided, however, that it is agreed by County and City that all gasoline in said tanks above said "dead storage" belongs to lessees at said Airport and is not County-owned and thus is not subject to transfer by County to City.
- C. The "flowage fees" from said gasoline at said Airport shall be prorated between County and City as of the date of the transfer of said Airport from County to City.
- D. All lease revenues from the leases which pursuant to this Agreement will be transferred from County to City, shall be prorated as the date of the transfer of the said leases from County to City.
- E. The in-lieu aircraft tax on aircraft habitually situated at said Airport shall be prorated between County and

City as of the date as of the transfer of said Airport from County to City, provided, however, that City and County agree that only one-third of said in-lieu tax is subject to said proration.

F. Upon the completion of the conveyance of said Airport from County to City, County shall deliver to City copies of all current working plans, papers, leases, agreements and other current documents relating to said Airport and to which County is a party, at County expense; provided, however, that in the event City desires copies of any other documents concerning said Airport in addition to those set forth hereinabove in this paragraph, then City may have copies thereof provided that City pay to County all costs in connection with the making of such copies.

10. County shall immediately undertake to request permission from the United States of America, acting by and through the administrator of the Federal Aviation Administration, to convey and transfer said Airport and its properties and assets as stated hereinabove from County to City subject to the agreement of City to assume and take said Airport

and its properties and assets subject to all obligations, conditions, reservations, and restrictions concerning the same as of the date of said transfer; and County agrees to be diligent in obtaining said permission from the United States of America.

11. That in order to facilitate carrying out the provisions of this Agreement and the changeover in management of said airport, County agrees to undertake the following immediately:

A. To notify all lessees named in lease agreements concerning said Airport that said leases will be assigned by County to City and that after the date of said assignment, said lessees should pay all rentals set forth in said leases to City.

B. To take all appropriate, necessary and proper steps and action to carry out the provisions of this Agreement; to require that all officers, employees, and agents of County take all appropriate, necessary and proper steps and action to carry out the terms of this Agreement; and to continue work and negotiations with government agencies on airport projects until completion of transfer.

12. City agrees to assume and discharge all indebtedness and obligations of any and every type whatsoever against said Airport, arising after said Airport has been conveyed from County to City as provided by this Agreement; and City further agrees to hold County harmless against any and all such indebtedness and obligations arising after the date of said conveyance. County agrees to continue the defense of and pay all costs and obligations associated with Lawsuit No. 39563, Donovan v County of San Luis Obispo, et al. County agrees to hold City harmless against any and all indebtedness and obligation arising from the operation of the Airport before the date of conveyance of the Airport property except that City shall assume County obligations on each of the following:

1. Grant Agreement obligations to the Department of Commerce Civil Aeronautics Administration and Federal Aviation Agency relating to those projects set forth in Exhibit "B".
2. Obligations as Lessor under leases set forth on Exhibits "C" and "D".
3. Obligations under Quitclaim Deeds from United States of America dated August 29, 1947 and August 5, 1948.

13. This Agreement contains all the terms and conditions agreed upon by the parties hereto concerning said Airport transfer, and no other agreements, oral or otherwise, regarding

the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

14. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents or officers of the parties hereto.

15. This Agreement and the covenants and conditions set forth herein shall extend to and be binding upon each of the parties hereto and upon their respective successors and assigns.

16. Neither party hereto shall assign this Agreement or any interest therein without the prior written consent of the other party.

17. County and City hereby mutually agree to the full performance of the agreements and covenants contained in this Agreement.

18. The County Board of Supervisors consents to annexation by City of the Airport real property pursuant to Government Code Section 35003.

IN WITNESS WHEREOF, City and County, the parties hereto, have executed this Agreement on the day and year first hereinabove written.

CITY OF EL PASO DE ROBLES

By: _____
Mayor of Said City

ATTEST:

City Clerk of Said City

APPROVED AS TO FORM AND LEGAL EFFECT:

City Attorney of Said City

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of
Supervisors of said County

ATTEST:

County Clerk and Ex-Officio
Clerk of the Board of
Supervisors of said County

APPROVED AS TO FORM AND LEGAL EFFECT:

ROBERT N. TAIT, District Attorney

By: _____
Scovil F. Hubbard
Deputy District Attorney

QUITCLAIM DEED

The County of San Luis Obispo, a political subdivision of the State of California, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim all rights, titles and interests of every kind whatsoever to El Paso de Robles, an incorporated city, all that real property situated in the County of San Luis Obispo, State of California, to-wit:

All of Lot Seven (7) and the south half of Lot Eight (8) in Block 117, of said City of El Paso de Robles, as designated, numbered and delineated upon the official map of said City filed for record in the Office of the County Recorder of the County of San Luis Obispo on October 25, 1889, to which map reference is hereby made.

,Which real property is also known as the Paso Robles Veteran's Memorial Building, 406 Spring Street, Paso Robles.

Executed on this _____ day of _____, 1972.

Elston L. Kidwell, Chairman of the
Board of Supervisors of the County
of San Luis Obispo

STATE OF CALIFORNIA)
 : ss
COUNTY OF SAN LUIS OBISPO)

On this ____ day of _____, in the year 197__,
before me, the undersigned notary public in and for said
County and State, personally appeared Elston Kidwell,
known to me to be Chairman of the Board of Supervisors of
San Luis Obispo County and known to me to be the person who
executed the within instrument on behalf of said political
subdivision, and acknowledged to me that such political
subdivision executed the same.

Notary Public in and for said
County and State

' The within Quitclaim Deed is accepted on this _____
day of _____, 197__.

Mayor, City of El Paso de Robles

All that parcel of real property situated in the State of California, County of San Luis Obispo, being a portion of Section 12 of Range 12 East of Township 26 South, as shown on the map thereof filed in Book 13 at Page 54 of Licensed Surveys on August 7, 1963 in the office of the County Recorder, County of San Luis Obispo, said parcel of real property being described as follows:

Beginning at a 6" x 6" concrete monument (U.S.E.D.) located at the North-east corner of the Southeast quarter of said Section 12; thence South 88° 56' 15" West, a distance of 547.60 feet to the true point of beginning of the parcel of real property herein described; thence North 60° 00' West 520.00 feet to a point; thence South 88° 56' 15" West 216.66 feet to a point; thence South 30° 00' West 313.22 feet to a point; thence North 88° 56' 15" East 823.70 feet to the true point of beginning.

WITNESSETH: That the Grantor, for and in consideration of the assumption by the County of San Luis Obispo of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agree to certain other reservations, restrictions and conditions, all as set out hereinafter, has remised, released, and forever quitclaimed, and by these presents does remise, release, and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of property and rights hereinafter set out, all its right, title and interest in that certain property situate, lying and being in the County of San Luis Obispo, State of California, and more particularly described as follows, to_wit:

BEGINNING at the common section corner to sections 11, 12, 13, and 14, Township 26 South, Range 12 East, Mount Diablo Base Meridian, running thence northerly along the westerly line of said section 12 to a point 425 ft. from said section corner, thence easterly on a line parallel to the southerly boundary of said section 12 a distance of 1810 ft., thence northerly on a line parallel to the westerly boundary of said section 12, a distance of 2215 ft., to a point on the center line of said section 12, thence easterly along said northerly line to the East quarter corner said Section 12, Township 26 South, Range 12 East and West quarter corner Section 7, Township 26 South, Range 13 East, thence continuing Easterly along the North Line of the Southwest quarter said Section 7 a distance of 687.2 ft., thence leaving said north line and running southerly parallel and distant 687.2 ft. at right angles to the westerly line of said southwest quarter and its prolongation thereof to a point on the Southerly line of County Road No. 31, running thence easterly along the Southerly line of said County Road No. 31 to a point on the East line of the west half of Section 18, Township 26 South, Range 13 East, Mount Diablo Base Meridian, running thence southerly along said Easterly line to a point on the northerly line of County Road No. 63, running thence Westerly along the northerly line of said county road to a point on the Easterly line of Section 13, Township 26 South, Range 12 East, Mount Diablo Base Meridian, running thence southerly along said Easterly line to the Southeast corner of North half of the South half said Section 13, running thence westerly along the Southerly line of said North half of South half of Section 13, to a point on the west boundary of said Section 13, running thence northerly along said west boundary of Section 13 to the point of beginning, containing 966.88 acres more or less.

proximity to the City, and that it is in the public interest that said Airport be transferred from County to City so that the full direction and control of said Airport will be in City; and

WHEREAS, it is in the public interest that County convey to City the Paso Robles Veterans Building located in City so that City will have full direction and control thereof, as part of the consideration in the transfer of said Airport from County to City.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of El Paso de Robles, located in the County of San Luis Obispo, State of California, as follows:

1. That the recitals set forth hereinabove are true, correct and valid.

2. That City hereby formally requests the consent of the Federal Aviation Administration to the conveyance from County to City of the Airport real property which was conveyed from the United States of America to County by those Quitclaim Deeds dated August 29, 1947, and August 5, 1948, subject to the obligations, conditions, reservations, restrictions and exceptions set forth in said Quitclaim Deeds, and set forth in the various Grant Agreements between the United States of America and County which are still operative; and that effective the date of such conveyance that County be released from all such obligations, conditions, reservations, restrictions and exceptions.

WITNESSETH: That the said Grantor, for and in consideration of the assumption by the Grantee of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, conveys and quitclaims to the said Grantee, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the County of San Luis Obispo, State of California, to wit:

BEGINNING on the Westerly line of Section 12, T26S, R12E, at a point which is 425 ft. Northerly from the section corner common to Sections 11, 12, 13 and 14, T26S, R12E, MDB and M; thence Easterly on a line parallel to the Southerly boundary of said Section 12 a distance of 1810 ft.; thence Northerly on a line parallel to the Westerly boundary of said Section 12, a distance of 2215 ft. to a point on the centerline of said Section 12; thence Westerly along said centerline parallel to the Southerly boundary of said Section 12 a distance of 1514.8 ft. to the Northeasterly corner of that certain 2 acre parcel conveyed by Henry H. Bardin to the Ranchita Methodist Episcopal Church, an incorporated body, by deed dated February 19, 1887, and recorded March 3, 1888, in Book "Z" of Deeds at page 498, records of the County of San Luis Obispo; thence Southerly along the Easterly line of said 2 acre parcel and parallel to the Westerly line of Section 12 a distance of 295.2 ft.; thence Westerly and parallel to the Southerly boundary of Section 12 a distance of 295.2 ft. to a point on the Westerly boundary of said Section 12; thence Southerly along said Westerly boundary of Section 12 a distance of 1919.8 ft. to point of beginning and containing 90.04 acres, more or less.

EXHIBIT B

: Grant Agreements from United States of America to County.
of San Luis Obispo:

1. Project 9-04-097-001
Date of Offer: May 9, 1950;
Date of Acceptance: May 15, 1950;
Duration: 20 years from date of acceptance.
2. Project No. 9-04-097-002
Date of Offer: May 23, 1951;
Date of Acceptance: May 28, 1951;
Duration: 20 years from date of acceptance.
3. Project No. 9-04-097-0803
Date of Offer: June 11, 1958;
Date of Acceptance: June 16, 1958;
Duration: 20 years from date of acceptance.
4. Project No. 9-04-097-C504
Date of Offer: June 9, 1965;
Date of Acceptance: June 14, 1965;
Duration: 20 years from date of acceptance.
5. Amendment to Project No. 9-04-097-C504
Dated: March 31, 1970.
6. Project No. 9-04-097-C605
Date of Offer: June 22, 1966;
Date of Acceptance: June 29, 1966;
Duration: 20 years from date of acceptance.
7. Project No. 9-04-097-7006
Date of Offer: March 25, 1970;
Date of Acceptance: March 31, 1970;
Duration: 20 years from date of acceptance.

EXHIBIT C

Miscellaneous Leases:

1. Lease to Civil Air Patrol, Squadron 109: Dated March 3, 1969.
2. Farm Lease to Duane E. Mitchell: Dated November 1, 1971.
3. Lease to Avis Rent-A-Car: Dated December 27, 1971.
4. Lease to Patroline Corporation: Dated March 27, 1972.
5. Three Standard Oil Agreements: Dated May 8, 1972.
6. Lease to B. Kim Lilly (DBA Mobile Hangar Co.):
Dated September 5, 1972.
7. Lease to State of California: Dated July 1, 1963.
8. Lease to Doty-Denlinger: This Lease assigned by Doty-Denlinger to Paso Robles Aviation (a limited partnership in which the general partner is Jack Hayden), and such assignment was approved by the County of San Luis Obispo on June 5, 1972.
9. Amendment to Lease of July 1, 1963 to State of California extending term to December 31, 1985; amendment dated May 9, 1966.

EXHIBIT D

Leases from County of San Luis Obispo to United States
of America:

1. Lease No. C6ca-4138: Dated August 23, 1951.
2. Lease No. C6ca-4168: Dated October 1, 1951.
3. Lease No. C6ca-4457: Dated January 5, 1953.
4. Lease No. DOT-FA69WE-0263: Dated February 17, 1969.
5. Lease No. C4ca-2078-A: Dated July 6, 1970.
6. Lease No. DOT-FA71WE-1198: Dated _____, 1971.
7. Lease No. DOT-FA71WE-1199: Dated _____, 1971.
8. Lease No. FA66WE-2003: Dated September 7, 1965.

3. That City hereby approves that Agreement between County and City for the conveyance by County to City of said Airport, in the form set forth in the document attached hereto marked "Exhibit A" which is incorporated herein by reference as though here fully set forth.

4. That the Mayor of City be and hereby is authorized and directed that after the Federal Aviation Administration has consented to the transfer of the Airport from County to City pursuant to the Agreement set forth in said "Exhibit A", to execute said Agreement on behalf of City.

5. That City hereby accepts from County the conveyance of said Airport as described in the Agreement set forth in said "Exhibit A", and the conveyance, as part of the consideration in the transfer of said Airport from County to City, of the Paso Robles Veterans Building as described in the attached document marked "Exhibit B" which is incorporated herein by reference as though here fully set forth; and City hereby consents to the recordation in the San Luis Obispo County Recorder's Office of any and all documents necessary or proper to effectuate said conveyance.

6. That the Mayor of City be and hereby is authorized and directed to execute on behalf of City the acceptance of the conveyance set forth in said "Exhibit B".

7. That City shall pay to County the sum of One Dollar (\$1.00) as further consideration for said Airport and Veterans Building.

On motion of Councilman MINSHULL, seconded by Councilman HANSON, and on the following roll call vote, to-wit:

AYES: COUNCILMEN HANSON, MINSHULL, STOCKDALE AND SCHWARTZ

NOES: NONE

ABSENT: COUNCILMAN BARNHART

the foregoing resolution is hereby adopted.

Samuel Schwartz
Mayor of Said City

ATTEST:

Harold B. ...
Clerk of Said City

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 1972, by and between the City of El Paso De Robles, a municipal corporation located in the County of San Luis Obispo, State of California (hereinafter called "City"), and the County of San Luis Obispo, a political subdivision and one of the counties of the State of California (hereinafter called "County");

WITNESSETH:

WHEREAS, County owns the Paso Robles-County Airport (hereinafter called "Airport") which is located in the near vicinity of the City and which is fully improved and equipped for and is now being operated by and under the management and control of County as a County airport, and

WHEREAS, City has indicated a desire that said Airport should be conveyed from County to City because of its close proximity to City, and

WHEREAS, it is in the public interest that said Airport be transferred from County to City so that the full direction and control of said Airport will be in City, and

WHEREAS, City has filed with San Luis Obispo County Local Agency Formation Commission (hereinafter called "LAFCO") an application for annexation of said Airport to City as a satellite annexation pursuant to Government Code Section 35003, pursuant to which City may annex to itself real property

EXHIBIT

belonging to another public entity with the consent of such entity along with a road connecting said real property to City, and

WHEREAS, it is the desire of City that the transfer of said Airport from County to City should be consummated immediately after the annexation of said Airport to City is consummated.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, agreements herein set forth, City and County, the parties hereto, hereby mutually covenant and agree as follows:

1. That the recitals set forth hereinabove are true, correct and valid. *

2. That County shall convey to City, and City shall accept the conveyance from County, of all of County's right, title and interest in and to said Airport, which shall include all that real property which the County acquired from the United State of America by those Quitclaim Deeds dated August 29, 1947 and August 5, 1948, and all that real property which County acquired from Land Data Research Company by that Grant Deed recorded March 1, 1971 in Volume 160, Page 97 of Official Records in the Office of the San Luis Obispo County Recorder; provided that said Airport real property hereby agreed to be conveyed by County to City is more specifically described in the attached documents marked Exhibit "A" which are hereby expressly incorporated herein by reference as though here fully set forth; and provided further that

City hereby agrees to assume and take said Airport real property which County originally acquired from the United States, subject to all obligations, conditions, reservations and restrictions set forth in said Quitclaim Deeds from the United States of America.

3. That County shall complete the conveyance of said Airport to City as soon as the laws governing the conveyance of such property by the County will permit, and the consent of the United States of America acting by and through the administrator of the Federal Aviation Administration is obtained; provided, however, that said conveyance shall be consummated, and the City shall assume the operation, management and control and administration of said Airport, at 12:01 A.M. on the 1st day of February, 1973, or as soon thereafter as transfer of said Airport has been approved and transfer of all assets has been accomplished. Existing County insurance on Airport to remain in effect for not less than 30 days after the date of transfer of said Airport.

4. That at the same time that County conveys said Airport to City, County shall also transfer to City all of County's right, title and interest in and to those Grant Agreements between County and the United States of America, which Grant Agreements are specifically listed in the document attached hereto marked Exhibit "B" which is hereby expressly incorporated herein by reference as though here fully set forth; provided, however, that City hereby expressly agrees

to assume and take said Grant Agreements subject to all of the obligations to the granting agency and subject to all of the obligations, conditions, reservations, and restrictions set forth in said Grant Agreements; provided, further that notwithstanding the above, any funds due to County as reimbursement under said Grant Agreements shall nevertheless remain the property of County.

5. That at the same time that County conveys said Airport to City, County shall also assign to City all of County's right, title and interest in and to those leases specifically listed in the attached document marked Exhibit "C" which is hereby expressly incorporated herein by reference as though here fully set forth; provided, however, that City hereby agrees to assume and take said leases subject to all of the obligations, conditions, reservations and restrictions set forth in said leases listed in said Exhibit "C".

6. That the same time that County conveys said Airport to City, that County shall assign to City all of County's right, title and interest in and to those leases between County and the United States of America concerning said Airport, which leases are specifically listed in the attached document marked Exhibit "D" which is hereby expressly incorporated herein as though here fully set forth; provided, however, that City hereby agrees to assume and take said leases subject to all obligations, conditions, reservations and restrictions set forth in said leases listed in said Exhibit "D".

7. That County shall transfer to City either at the time of the conveyance of said Airport to City or as soon thereafter as the laws governing the County will permit, the cash balances remaining from the federal and state grants made to County for and on behalf of said Airport.

8. Concerning the County matching funds applicable to said Airport in County Funds No. 0042, it is agreed by the parties hereto that at the time said Airport is conveyed from County to City or as soon thereafter as County may legally do so, County shall transfer all state funds and said County matching funds in County Fund No. 0042 applicable to said Airport to City in order that City will not lose any state funds in said Fund No. 0042 (since said state funds were granted contingent that there be at all times available matching local funds); and provided, however, that within one year thereafter City shall reimburse County for the amount of said County matching funds thus transferred to City, said matching funds being in the estimated amount of \$3,395.78.

9. That County shall transfer to City at the time of the conveyance by County to City of said Airport or as soon thereafter as County can legally do so, all of County's right, title and interest in and to the following:

- A. County personal property at said Airport, as shown on the current Airport inventory record except the pickup located there