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Titles: 1 Pages: **6**



Fees	0.00
Taxes	0.00
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and When Recorded Return to:

Clerk of the Board of Supervisors

(Item # 23)

DOCUMENT TITLE

Second Memorandum of Understanding New Cambria Library

**SECOND MEMORANDUM OF UNDERSTANDING
NEW CAMBRIA LIBRARY**

This SECOND MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between the County of San Luis Obispo, a public entity in and legal subdivision of the State of California (hereafter referred to as the “County”) and the Friends of the Cambria Library, a 501 (c) 3 charitable corporation organized under the laws of the State of California (hereinafter referred to as the “Friends”).

WHEREAS, the County and the Friends executed a Memorandum of Understanding on December 13, 2011, which set forth the roles and responsibilities of the parties with respect to the purchase of property located at 1043 Main Street (the “McKinney Property”) and the development of a new library facility at that site (together comprising the “Project”), as well as the associated funding responsibilities for the Project, including the anticipated sale of the former library property located at 900 Main Street (the “Main St. Property”) and two vacant lots on Cornwall Street (the “Cornwall Property”) and the division of proceeds therefrom (“2011 MOU”); and

WHEREAS, the Project has been completed, the new library facility has been occupied, the former library property located at the “Main Street Property” has been vacated, and the final cost of the Project has been established (“Actual Project Cost”); and

WHEREAS, each party is satisfied with the other party’s performance to date of their respective obligations under the 2011 MOU, and both parties desire to terminate the 2011 MOU and enter into this Second Memorandum of Understanding to document their respective final responsibilities with regard to funding and the Main Street and Cornwall Properties.

NOW THEREFORE, the parties agree as follows:

1. The Friends shall pay the County half the Actual Project Cost, less the Friends’ prior contribution amount, a total of \$383,908, within 30 days of execution of this MOU.

Actual Project cost:	\$3,571,816
50% of actual Project cost:	\$1,785,908
Less: Friends’ prior contribution:	<u>(1,402,000)</u>
Remaining share of actual Project cost:	\$383,908

2. Beginning in calendar year 2015, the County shall offer for sale both the Main Street and Cornwall Properties, at least once per year, with a minimum bid amount of no less than 75% of the 2013 appraisal values. The bid amount shall be set at the sole discretion of the County.

3. In the event that the Main Street Property or the Cornwall Property is sold, the County will pay half of the proceeds, less associated sales costs, to the Friends (the "Net Proceeds"). Sales costs shall include sales commission, appraisals, signs, advertising and publications, County General Services staff costs, preparation of property for sale, title and escrow costs, and prorations, but shall exclude monthly carrying costs charged by County General Services.
4. This Second Memorandum of Understanding will be recorded with the County Clerk-Recorder, referencing the deeds for both properties as follows, to memorialize the Friends' entitlement to half of the Net Proceeds when the properties are sold.
 - a. The Cornwall Property, 790 & 800 Cornwall Street, Cambria

Assessor's Parcel Numbers:	022-123-003 and 022-123-022
Document Number:	2005012658
Document Date:	2/17/2005
 - b. The Main Street Property, 900 Main Street, Cambria

Assessor's Parcel Numbers:	022-251-019
Document Number:	1978032534
Document Date:	7/7/1978
5. This MOU shall be effective on the date it is executed and shall expire when the respective obligations of both parties as set forth herein have been met. Any modifications hereto, including termination for any reason other than mutual fulfillment of obligations, may be effected only by written agreement by and between the parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Memorandum of Understanding by and between the County of San Luis Obispo and the Cambria Friends of the Library. Executed as of the dates set forth herein:

FRIENDS OF THE CAMBRIA LIBRARY

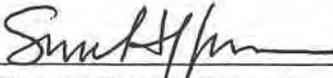
Jeri Farrell
Signature

Date: 29 Sept 2014

JERI FARRELL, President
Print Name, Title FRIENDS of the CAMBRIA LIBRARY

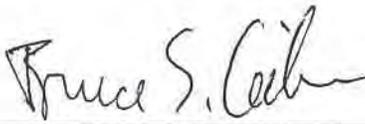
APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

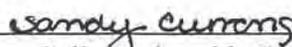
Date: 10/2/14

COUNTY OF SAN LUIS OBISPO:
A Public Entity in the State of California

By: 
Chairperson of the Board of Supervisors

Date: 11/04/2014

ATTEST:

By: 
Julie Rodewald, County Clerk and Ex-Officio
Clerk of the Board of Supervisors

Date: 11/04/2014



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

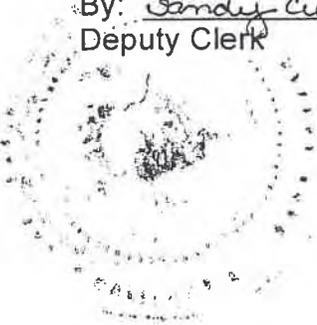
On November 04, 2014, before me, Sandy Currens, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared, Bruce S. Gibson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio
Clerk of the Board of Supervisors

By: Sandy Currens _____
Deputy Clerk



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Luis Obispo

On November 18, 2014 before me, Kerry W. Wannagat, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeri Farrell
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Kerry W. Wannagat
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Second Memorandum of Understanding

Document Date: September 24, 2014 Number of Pages: 4

Signer(s) Other Than Named Above: Rita L. Neal, Bruce Gibson + Sandy Correns

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeri Farrell

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: President



Signer Is Representing: Friends of the Cambria Library

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____