

## REAL PROPERTY PURCHASE AGREEMENT

**THIS AGREEMENT** is entered by and between the County of San Luis Obispo, a political subdivision of the State of California, hereafter referred to as “Seller” or “County,” and Eagle Ranch, LLC, a California Limited Liability Company, hereafter referred to as “Purchaser.” The purpose of this Agreement is for the acquisition of approximately 0.77 acres of vacant real property located in the unincorporated area of San Luis Obispo County, California, hereinafter described (collectively, the “Property”), which the Seller declares as surplus. The amount to be paid for the Property, and other consideration to be given in full satisfaction of this Agreement, is as follows:

| <b>APN:</b> | <b>LEGAL DESCRIPTION:</b>   | <b>PURCHASE PRICE:</b>          |
|-------------|---|---------------------------------|
| 051-491-002 | Park Reservation B, Block 61,<br>Atascadero Colony, Book 3AC of<br>Maps, Page 87            | \$3,400.00                      |
| 051-521-003 | Portion of Park Reservation A,<br>Block 62, Atascadero Colony,<br>Book 3AC of Maps, Page 89 | \$3,000.00                      |
| 051-521-002 | Portion of Lot 34, Block 62,<br>Atascadero Colony, Book 3AC of<br>Maps, Page 89             | <u>\$3,000.00</u>               |
|             |   | \$9,400.00 Total Purchase Price |

1. Purchaser shall pay to the Seller, in consideration of the Seller’s conveyance to Purchaser of said Property, the sum of Nine Thousand Four Hundred Dollars (\$9,400).

2. Seller shall deliver upon receipt of Nine Thousand Four Hundred Dollars (\$9,400.00) all cash, a Quitclaim Deed for each parcel in substantially the same form as Exhibit “A” to this Agreement, to Purchaser, for the Property. Purchaser has paid a non-refundable Surplus and Sale fee of One Thousand Dollars (\$1,000.00) to the Seller that does not apply toward the Purchase Price.

3. Purchaser shall be entitled to possession of the Property upon recordation of the Quitclaim Deeds. Payment in full of the Purchase Price and recordation of the Quitclaim Deeds (“Recordation Date”) shall occur within 45 days from the date that the Purchase Agreement is signed below by the Board of Supervisors. Title shall be vested as: Eagle Ranch, LLC, a California Limited Liability Company.

4. Seller does not expressly or impliedly warrant marketability of title. Purchaser acknowledges that the Property is to be sold and conveyed to, and accepted by Purchaser, in an “as is” condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including, but not limited to, zoning, environmental, and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations and Purchaser is purchasing the Property in reliance on

Purchaser's own investigation. Seller's right, title and interest in and to the Property shall be delivered by Seller subject to all exceptions, encumbrances, liens and restrictions of record and not of record, as of the Recordation Date and no representations or warranties of any kind whatsoever, express or implied, have been made by Seller regarding the Property or the legal or physical condition thereof.

5. Purchaser shall pay all closing costs associated with this transaction, including recording fees and transfer tax. Purchaser may, at Purchaser's sole cost, purchase title insurance or escrow services for this transaction. If Purchaser does not elect to process the transaction through an escrow, a final meeting to conclude the sale prior to the deadline established in Paragraph 3 above shall be arranged between Purchaser and the County Real Property Manager, whereby Purchaser will receive the three (3) Quitclaim Deeds upon County's receipt of a cashier's check made payable to the County of San Luis Obispo in the amount of the full Purchase Price. Purchaser shall then immediately accompany the Real Property Manager to the County Clerk-Recorder's Office to record the Quitclaim Deeds, and pay all recording and transfer fees.

6. Any and all losses or damages to the Property or any improvements thereon, occurring prior to recordation of the Quitclaim Deeds, shall be at the risk of Seller.

7. Purchaser hereby agrees to indemnify, defend and hold harmless County, its directors, officers, employees, and agents, and any successors to County's interest in the chain of title to the property, their directors, officers, employees, and agents, and hereby waives, releases, remises and acquits and forever discharges Seller from and against any and all liability, suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, and attorney fees resulting from, arising out of or in any way connected with injury to or the death of any persons arising out of or in any way connected with Seller's ownership or use of the Property prior to the recordation of the Quitclaim Deeds. Purchaser further agrees to defend, indemnify and hold harmless Seller from any and all claims (i) including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the condition, status, suitability, quality, nature, contamination or environmental state of the Property and (ii) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, or disposal of hazardous materials.

8. General Release. Purchaser acknowledges that it has read and understood the following statutory language of Civil Code Section 1542: **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Having been so apprised, to the fullest extent permitted by law, Purchaser elects to assume all risk for claims heretofore or hereafter, known or unknown, arising from the subject of this release, and Purchaser knowingly and voluntarily expressly releases the Seller, its officers, agents or employees from all claims, unknown or unsuspected, arising out of any use of, or conditions on, the Property.

9. Purchaser acknowledges the right to inspect the property at Purchaser's sole cost and shall conduct said inspections prior to recordation of the Quitclaim Deeds.

10. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Purchase Agreement must be in writing and executed by both Purchaser and the Seller.

11. This Agreement shall extend to and be binding upon the parties hereto and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns only when approved by the San Luis Obispo County Board of Supervisors. This Agreement shall be interpreted under and be governed by the laws of the State of California. This Agreement may be executed in duplicate counterparts, such that all counterparts when read together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, County and Purchaser have executed this Agreement on the respective date set forth below.

**SELLER:**

**PURCHASER:**

COUNTY OF SAN LUIS OBISPO

EAGLE RANCH, LLC

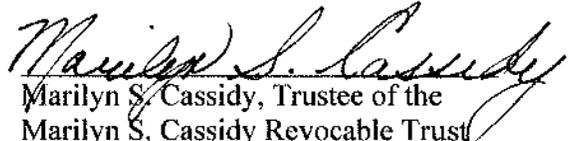
By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

By: \_\_\_\_\_  
Jeffrey P. Smith, Trustee of the Jeffrey and Rebecca Smith Trust dated February 20, 2009, Member

APPROVED BY THE BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Rebecca S. Smith, Trustee of the Jeffrey and Rebecca Smith Trust dated February 20, 2009, Member

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By:   
Marilyn S. Cassidy, Trustee of the Marilyn S. Cassidy Revocable Trust dated April 16, 2007, Member

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Barbara Smith Stupay, Trustee of the Barbara Smith Stupay Trust dated January 21, 2011, Member

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_  
Gregory H. Smith, Trustee of the Gregory H. Smith Trust dated June 19, 2009, Member

By: \_\_\_\_\_  
Deputy County Counsel

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Florida )  
 ) ss.  
COUNTY OF Sarasota )

On Dec. 17, 2016, before me, Lisa K. Benedetto, Notary Public, personally appeared Marilyn S. Cassidy, 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 Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa K. Benedetto

(SEAL)



IN WITNESS WHEREOF, County and Purchaser have executed this Agreement on the respective date set forth below.

**SELLER:**

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

APPROVED BY THE BOARD OF SUPERVISORS

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: Shannon McPherson  
Deputy County Counsel

Date: 12/16/15

**PURCHASER:**

EAGLE RANCH, LLC

By: Jeffrey P. Smith  
Jeffrey P. Smith, Trustee of the Jeffrey and Rebecca Smith Trust dated February 20, 2009, Member

By: Rebecca S. Smith  
Rebecca S. Smith, Trustee of the Jeffrey and Rebecca Smith Trust dated February 20, 2009, Member

By: \_\_\_\_\_  
Marilyn S. Cassidy, Trustee of the Marilyn S. Cassidy Revocable Trust dated April 16, 2007, Member

By: Barbara Smith Stupay, TRUSTEE  
Barbara Smith Stupay, Trustee of the Barbara Smith Stupay Trust dated January 21, 2011, Member

By: Gregory H. Smith, TRUSTEE  
Gregory H. Smith, Trustee of the Gregory H. Smith Trust dated June 19, 2009, Member

**ACKNOWLEDGMENT**

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State of California  
County of Ventura

On December 18, 2015 before me, C. Lind, Notary Public  
(insert name and title of the officer)

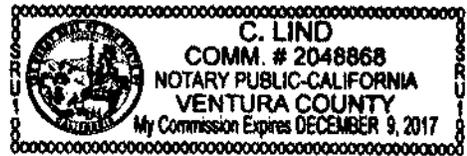
personally appeared Jeffrey P. Smith  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 [Signature]

(Seal)



# ACKNOWLEDGMENT

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State of California  
County of Ventura

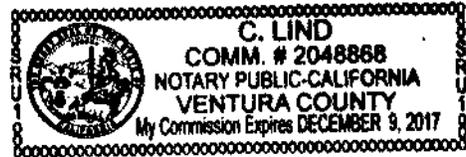
On December 18, 2015 before me, C. Lind Notary Public  
(insert name and title of the officer)

personally appeared Rebecca S. Smith  
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 C. Lind (Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

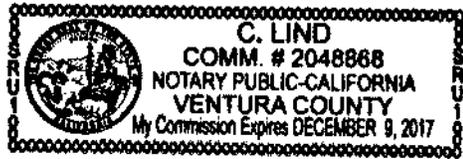
State of California  
County of Ventura

On December 17, 2015 before me, C. Lind, Notary Public  
(insert name and title of the officer)

personally appeared Bussara Smith Stupay  
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 [Handwritten Signature]

(Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Ventura

On December 18, 2015 before me, C. Lind, Notary Public  
(insert name and title of the officer)

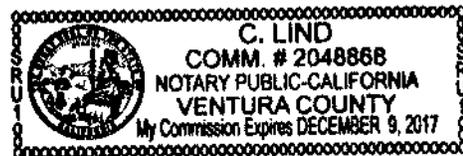
personally appeared Gregory A. Smith  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 [Handwritten Signature]

(Seal)





**EXHIBIT "A"**  
**SAMPLE QUITCLAIM DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Clerk of the Board of Supervisors  
County of San Luis Obispo  
1055 Monterey Street  
San Luis Obispo, CA 93408

**WITH A COPY TO:**

Real Property Manager  
County of San Luis Obispo  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

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SPACE ABOVE THIS LINE FOR RECORDER'S USE THE UNDERSIGNED DECLARES COUNTY BUSINESS-FREE. THIS DOCUMENT PRESENTED FOR RECORDING PURSUANT TO GOVT. CODE SECTION 27383.

A.P.N. XXX-XX-XXXX

**QUITCLAIM DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **The County of San Luis Obispo, a political subdivision of the State of California**, hereby remises, releases, and forever quitclaims to **Eagle Ranch, LLC, a California Limited Liability Company**, the following described real property:

[insert legal]

COUNTY OF SAN LUIS OBISPO,  
a Political Subdivision of the State of California

BY: \_\_\_\_\_  
Chairperson of the Board of Supervisors

Authorized by the Board of Supervisors this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

Executed in the presence of:

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
Board of Supervisors  
County of San Luis Obispo  
State of California  
By: \_\_\_\_\_  
Deputy Clerk

**CLERK'S ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California            }  
County of San Luis Obispo }

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

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

WITNESS my hand and official seal.

**TOMMY GONG**, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy County Clerk-Recorder

(SEAL)