
**AGREEMENT FOR EXCHANGE OF REAL PROPERTY
AND GRANT OF EASEMENT
BETWEEN
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT
AND
ESTRELLA ASSOCIATES, INC.**

PREAMBLE

This Agreement for Exchange of Real Property and Grant of Easement (“Agreement”) is entered into as of February 26, 2019 (“Effective Date”), between the Paso Robles Joint Unified School District, a California public school district (“District”), and Estrella Associates, Inc., a California corporation with its principal place of business at 700 Clubhouse Drive, Paso Robles, California 93446 (“Estrella Associates”), with the District and Estrella Associates each a “Party” and together, the “Parties” to this Agreement.

RECITALS

WHEREAS, the District is the owner in fee simple of certain real property, commonly known as Kermit King Elementary School, with Assessor’s Parcel Number 025-296-068, located in the City of Paso Robles, County of San Luis Obispo, State of California, (the “District Property”), which District Property is more particularly described and depicted in the diagram attached hereto as **Exhibit A-1** and made a part hereof; and

WHEREAS, Estrella Associates is the owner in fee simple of certain real property adjacent to the District Property commonly known as River Oaks Golf Course, with Assessor’s Parcel Number 025-396-051, located in the City of Paso Robles, County of San Luis Obispo, State of California, (the “Estrella Property”), as more particularly described and depicted in the diagram attached hereto as **Exhibit A-2** and made a part of hereof; and

WHEREAS, in or around 2001, Estrella Associates, in consultation with the District, made certain improvements in connection with development of the Estrella Property in order to accommodate school traffic and circulation recommendations set forth in the federal Safe Routes to Schools Program; and

WHEREAS, such improvements by Estrella Associates included the exchange of certain real property with the District, as agreed by the Parties at that time; and

WHEREAS, the Parties now wish to memorialize the agreed-upon exchange of real property in this Agreement and complete the lot line adjustment process as required by the City of Paso Robles identifying the District Property and Estrella Property and improvements thereto as they have existed since 2001; and

WHEREAS, Estrella Associates now desires to adjust the boundary line of the Estrella Property by approximately 15,246 square feet, for the use and operation of the River Oaks Golf Course, a portion of which property presently lies within the current lot line of the District Property and is not currently being utilized by the District; and

WHEREAS, in consideration for the conveyance of 22,215 square feet of the District Property (“District Exchange Property”) in order to extend the lot line for the Estrella Property, Estrella Associates is willing to convey approximately 6,969 square feet of the Estrella Property (“Estrella Associates Exchange Property”) to extend beyond the lot line of the District Property, which exchange will be useful to the District for its operations and use of the District Property; and

WHEREAS, as further consideration for the conveyance of said District Exchange Property, Estrella Associates is willing to grant an overhang easement (“Overhang Easement”) to District for the purpose of accessing, operating, maintaining, repairing, and replacing certain District solar facilities, a portion of which are located with the Estrella Property, as more particularly described and depicted in the diagram attached hereto as **Exhibit A-3** and made a part of hereof; and

WHEREAS, completion of the real property exchange (“the Property Exchange”) will result in adjustment of the lot lines of the District Property and the Estrella Property as described above, but will not result in the creation of any new parcels of real property; and

WHEREAS, legal descriptions and diagrams describing and depicting the District Property and the Estrella Property after adjustment of the lot lines and the Overhang Easement have been prepared by Jeffrey G. Zambo, Professional Land Surveyor, and are attached hereto as **Exhibits B-1 and B-2** and made a part hereof; and

WHEREAS, the lot line adjustments effectuated by this Agreement are exempt from the requirements of the Subdivision Map Act pursuant to California Government Code Sections 66412(d) and 66428(a)(2) in that the District is a public agency and no additional parcels are being created; and

WHEREAS, the Parties believe that completion of the real property exchange and the grant of the Overhang Easement, all as described herein and in the attached Exhibits, would be in the best interest of both Parties and in the public’s best interest.

NOW, THEREFORE the Parties agree as follows:

TERMS, CONDITIONS. AND COVENANTS

ARTICLE I DEFINED TERMS

For the purpose of this Agreement, the terms set forth below have the following meanings:

1.01 **Closing.** “Closing” shall be as set forth in section 5.06 below.

1.02 **Deed or Grant Deed.** “Deed” or “Grant Deed” means a grant deed or deeds or similar instrument, conveying title to the property to be exchanged by the Parties as described herein. Each Party warrants that it shall have full, legal, and equitable title to convey the property as described herein.

1.03 **Title Company.** “Title Company” means First American Title Company, 899 Pacific Street, San Luis Obispo, California 93401; Phone No. (805) 786-2042; Facsimile No. (866) 397-7092; Order No. 4001-5424634 (LI); The Title Officer shall be Lisa Irot; email address: lirot@firstam.com, or her designee.

1.04 **Title Instructions.** “Title Instructions” mean the provisions of this Agreement requiring any action by, or compliance on the part of, Title Company.

1.05 **Preliminary Title Report.** “Preliminary Title Report” means that Preliminary Title Report, Order No. 4001-5424634 (LI), prepared by the Title Company pursuant to section 4.03 below and attached hereto as **Exhibit C-1**.

1.06 **Total Consideration.** “Total Consideration” means the consideration set forth in Section 2.02 below, for the conveyance of the Estrella Associates Exchange Property to the District and for the conveyance of the District Exchange Property to Estrella Associates.

ARTICLE II EXCHANGE AGREEMENT

2.01 **Real Property Exchange.** Subject to the terms and conditions of this Agreement, Estrella Associates agrees to convey fee simple title to the Estrella Associates Exchange Property to the District in exchange for the District Exchange Property and the District agrees to convey fee simple title to the District Exchange Property to Estrella Associates in exchange for the Estrella Associates Exchange Property (the Property Exchange”), which Property Exchange shall take place upon the recording of the Grant Deeds for each conveyance. The conveyances include all right, title and interest in and to the Estrella Associates Exchange Property and the District Exchange Property, respectively.

2.02 **Grant of Overhang Easement.** Concurrent with the Property Exchange, and subject to the terms and conditions of this Agreement, Estrella Associates shall grant District a non-exclusive Overhang Easement across the Estrella Property, substantially in the form attached hereto as **Exhibit D-1**, for the purpose of accessing, operating, maintaining, repairing, and replacing certain District solar facilities, portions of which are located within the Estrella Property. The Overhang Easement shall be recorded concurrent with the Grant Deeds for each conveyance.

2.03 **Total Consideration.** The Total Consideration for the conveyance of the Estrella Associates Exchange Property consists of the District Exchange Property and the performance of the terms and conditions of this Agreement. The Total Consideration for the conveyance of the District Exchange Property consists of the Estrella Associates Exchange Property, the grant of the Overhang Easement, and the performance of the terms and conditions of this Agreement. Except as to any costs that may be incurred in order to provide clear title in accordance with Article IV below, there will be no cost to either Estrella Associates or the District in connection with the conveyance of the respective properties and the grant of the Overhang Easement hereunder.

2.04 **Right of First Refusal.** If either Party elects to sell or otherwise transfer the whole or any portion of property acquired pursuant to this Agreement (“Transferring Party”), the other Party (“Non-Transferring Party”) shall have the right of first refusal to purchase that property or portion thereof. The Transferring Party shall provide written notice of such intent to sell or transfer the property to the Non-Transferring Party at least sixty (60) days prior to entering into any agreement to sell or transfer the property. At the election of the Non-Transferring Party, the Parties shall engage in good faith negotiations based upon the then present fair market value of the property. If negotiations do not conclude within sixty (60) days or if the Non-Transferring Party does not elect to enter into negotiations, the Non-Transferring Party will be deemed to have waived its right of first refusal to purchase the property or any portion thereof. Notwithstanding the foregoing, at any time following completion of the Property Exchange, Estrella Associates shall have the right to transfer ownership of the District Exchange Property from Estrella Associates to either its golf course entity, River Oaks Golf Course & Restaurant LLC, or to its development entity, River Oaks II LLC, without first offering a right of first refusal to the District as otherwise required by this Section 2.04.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.01 **Estrella Associates’ Representations and Warranties.** Estrella Associates covenants, represents and warrants the following:

(a) **Full Authority to Convey All Interest in the Estrella Associates Exchange Property.** Estrella Associates has the full right, power, and authority to execute this Agreement, and related title documents, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the Estrella Associates Exchange Property and grant the Overhang Easement as described herein. Estrella Associates represents that it has secured, or will secure before the Grant Deeds are recorded, all appropriate consents that are necessary to consummate the Agreement, if any. The Title Company will satisfy itself that Estrella Associates has the full right, power and authority to execute this Agreement and to convey all right, title and interest set forth herein.

(b) **Compliance with Applicable Law and No Pending Litigation Against the Estrella Associates Exchange Property.** To the best of Estrella Associates’ actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the Estrella Associates Exchange Property or that portion of the Estrella Property that contains the property designated as the Overhang Easement which would prohibit the conveyance of the Estrella Associates Exchange Property, the grant of the Overhang Easement, or the development of the Estrella Associates Exchange Property for the District’s intended purposes.

(c) **No Liens Securing Payment or Other Obligations on Estrella Associates Exchange Property.** Estrella Associates warrants that the Estrella Associates Exchange Property is not encumbered, or will not be encumbered by the date of recordation of the Grant Deeds, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the Estrella Associates Exchange Property as collateral.

(d) **No Hazardous Waste on Estrella Associates Exchange Property.** To Estrella Associates' actual knowledge, (1) the Estrella Associates Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Estrella Associates Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither Estrella Associates nor any other persons have used, generated, manufactured, stored or disposed of on, under or about the Estrella Associates Exchange Property or transported to or from the Estrella Associates Exchange Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Substances"). For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317, *et seq.*; the California Hazardous Substance Act, Health & Safety Code Sections 28740, *et seq.*; the California Hazardous Waste Control Act, Health & Safety Code Sections 25100, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, Health & Safety Code sections 24249.5, *et seq.*; the Porter-Cologne Water Quality Act, Water Code Sections 1300, *et seq.*; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws.

(e) **Survival.** Estrella Associates' representations, warranties, and obligations under this section 3.01 shall survive the date of recordation of the Grant Deeds.

3.02 The District's Representations and Warranties. The District covenants, represents and warrants the following:

(a) **Full Authority to Convey All Interest in the District Exchange Property.** The District has the full right, power, and authority to execute this Agreement, and related title documents, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the District Exchange Property as described herein. The District represents that it has secured, or will secure before the date of recordation of the Grant Deeds, all appropriate consents that are necessary to consummate the Agreement, if any. The Title Company will satisfy itself that the District has full right, power and authority to execute this Agreement and to convey all right, title and interest set forth herein.

(b) **Compliance with Applicable Law and No Pending Litigation Against the District Exchange Property.** To the best of the District's actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the District Exchange Property which would prohibit the conveyance of the District Exchange Property or prohibit the development of the District Exchange Property for Estrella Associates' intended purposes.

(c) **No Liens Securing Payment or Other Obligations on District Exchange Property.**

The District warrants that the District Exchange Property is not encumbered, or will not be encumbered by the date of recordation of the Grant Deeds, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on the District Exchange Property as collateral.

(d) **No Hazardous Waste on District Exchange Property.**

To the District's actual knowledge, (1) the District Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the District Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither District nor any other person has used, generated, manufactured, stored or disposed of on, under or about the District Exchange Property or transported to or from the District Exchange Property any Hazardous Substances as defined in section 3.01(d) above.

(e) **Survival.**

The District's representations, warranties, and obligations under this section 3.02 shall survive the date of recordation of the Grant Deeds.

**ARTICLE IV
CONDITIONS PRECEDENT**

The obligations of the District and Estrella Associates to complete the property transactions described herein pursuant to this Agreement are subject to the satisfaction, at or before the date of recordation of the Grant Deeds, of the conditions contained herein. The District and Estrella Associates agree that each Party will, in good faith, endeavor to remove all said contingencies and conditions which are within the control of the respective Party. The following are conditions precedent to the performance of the Agreement:

4.01 Each Party Shall Bear its Own Costs. Each Party is responsible for its own costs, fees, and charges necessary to complete the exchange of properties contemplated under this Agreement.

4.02 Conveyance of Good Title. Except as otherwise provided, each Party will convey good and marketable title to its property by Grant Deed free and clear of all debts, liens, assessments and encumbrances, unless specifically allowed or permitted by section 4.03.

4.03 Title Review. As soon as possible, but in no event later than five (5) days after the Effective Date of this Agreement, Title Officer shall (a) provide the Parties with a Preliminary Title Report issued by the Title Company as to the title condition of the Estrella Associates Exchange Property and the District Exchange Property, along with copies of all underlying title exception documents and a map of plotted easements. Each Party then has thirty (30) days thereafter (the "Title Review Deadline") to approve or disapprove the status of title to the respective property it will be receiving hereunder. If before the Title Review Deadline a Party disapproves of any of the exceptions to title shown in the Preliminary Title Report or any land survey ("Disapproved Title Exceptions") by giving written notice of its disapproval to Title Officer and the other Party, then within two weeks after the Title Review Deadline the other Party shall notify the first Party of those Disapproved Title Exceptions that the other Party expects to be absent from the Title Policy, as defined below (the "Removable Exceptions"). In any event, any mortgages and deeds of trust, liens to secure debts, taxes or assessments (whether delinquent or not), any special taxes, or other financing or monetary encumbrances on either of the

properties to be exchanged are deemed Disapproved Title Exceptions and Removable Exceptions, and need not be identified on any notices under this paragraph. By written notice to Title Officer and the other Party within one week after the Party's receipt of a notice described in the preceding sentence, either Party may terminate this Agreement if any Disapproved Title Exceptions are not included in the Removable Exceptions.

4.04 **Miscellaneous Conditions.** The following are also conditions precedent, which must be satisfied before the recordation of the Grant Deeds can occur:

- (a) The District's governing board will have accepted and ratified this Agreement.
- (b) Estrella Associates' governing board will have accepted and ratified this Agreement.

ARTICLE V CLOSING PROVISIONS

5.01 **Recordation.** The transfer of documents contemplated herein for the exchange of the properties will be effected through the recordation of the Grant Deeds.

5.02 **Closing Costs.** The Parties will share all title costs, fees, and charges for this Property Exchange equally in accordance with customary practice in San Luis Obispo County. All other fees and costs not specifically allocated herein shall be borne by the Parties in accordance with the custom of San Luis Obispo County. It should be noted that District, as a public agency (a California unified school district), is exempt from certain charges such as recording fees and documentary transfer taxes pursuant to California Government Code Sections 6103 and 27383 necessary to complete the exchange of properties contemplated under this Agreement.

5.03 **Conditions to Closing.** The following are conditions precedent to the Closing of this property exchange (*i.e.*, the transfer of the properties), which can be waived only by written waiver executed by Estrella Associates or the District as applicable:

- (a) The District will have deposited with the Title Officer all of the items required of it under this Agreement. The District shall deposit all title costs, fees and charges for which it is responsible, as necessary to complete the exchange of properties contemplated under this Agreement;
- (b) The District will not be in breach or default of any provision herein;
- (c) The District's warranties and representations as set forth herein are true as of the Closing;
- (d) Estrella Associates will have deposited with Title Officer all of the items required of it under this Agreement. Estrella Associates shall deposit all title costs, fees and charges for which it is responsible, as necessary to complete the exchange of properties contemplated under this Agreement;
- (e) Estrella Associates will not be in breach or default of any provision herein;
- (f) Estrella Associates warranties and representations as set forth herein are true as of the Closing;

5.04 **Estrella Associates Deliveries to the Title Officer.** On or before the Closing, Estrella Associates will deliver, or cause to be delivered, to the Title Officer, the following:

(a) A Grant Deed or Deeds to the Estrella Associates Exchange Property in a form approved by the Title Company;

(b) Such other documents as, in the opinion of the Title Officer, are required from Estrella Associates to carry out the provisions of this Agreement.

5.05 **The District's Deliveries to the Title Officer.** On or before the Closing, the District will deliver, or cause to be delivered, to the Title Officer, the following:

(a) A Grant Deed or Deeds to the District Exchange Property in a form approved by the Title Company.

(b) A certificate of acceptance pursuant to section 27281 of the California Government Code, substantially in the form attached as **Exhibit E-1**; and

(c) Such other documents as, in the opinion of the Title Officer, are reasonably necessary to carry out the provisions of this Agreement.

5.06 **Closing.** The District Property Exchange and the Estrella Associates Property Exchange shall close upon the recordation of the Grant Deeds in accordance with the terms and conditions hereof ("Closing"). Closing will occur within ten (10) days after the Title Review Deadline, or as extended by mutual written agreement of the Parties. The District and Estrella Associates will exercise due diligence to fulfill the conditions precedent necessary to close as soon as possible. In any event, the Closing shall only occur after all conditions set forth in the Agreement have been satisfied or waived.

5.07 **Failure to Close.** If the District or Estrella Associates determines that all conditions set forth in this Agreement for the Closing cannot be met, then this Agreement may be terminated and the Property Exchange cancelled. The District or Estrella Associates will provide written notice to the other Party and the Title Officer of such termination and cancellation. If the termination and cancellation is through no fault of the other Party, then the terminating Party will pay any cancellation charges. The Parties agree that this sum will fully compensate the non-terminating Party for any and all damages related to the termination of this Agreement and cancellation of the Property Exchange and hereby waives any and all claims for additional compensation in connection therewith.

5.08 **The Title Officer's Duties on the Closing.**

(a) The Title Officer will provide the Parties, at least five (5) days before the Closing, *pro forma* closing statements.

(b) The Title Officer will give notice to both the District and Estrella Associates at least five (5) days before the Closing of its intention to close five (5) days thereafter, and will provide *pro forma* documents including Grant Deeds with legal descriptions. Title Officer will notify the Parties at least

five (5) days before the Closing of any other deposits required of them. Title Officer will follow up on approval of the Grant Deed documents and of the *pro forma* closing statements with the Parties at least five (5) days before Closing.

(c) At the Closing, the Title Officer will:

- (i) Prepare any preliminary or change of ownership statements as required by law.
- (ii) Perform such other duties as, in the opinion of the Title Officer, are necessary to carry out the terms and provisions of this Agreement.

5.09 Distribution of Closing Documents. Title Officer will deliver and distribute the following documents:

(a) To the District and Estrella Associates, after recordation, the original of the respective Grant Deed or Deeds to be mailed to the addresses set forth below.

(b) To the District and Estrella Associates, copies of such other documents, if any, not referenced herein and which are recorded at the Closing.

5.10 Supplemental Closing Instructions. The Parties agree to execute supplemental Closing Instructions to carry out the provisions of this Agreement, provided the supplemental instructions are not inconsistent with this Agreement as written or as it may hereafter be amended.

5.11 Title Insurance. Each Party had the option to purchase title insurance prior to the Property Exchange, but both Parties have opted not to purchase title insurance.

ARTICLE VI NOTICES

Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following addressees:

To Estrella Associates: Estrella Associates, Inc.
P.O. Box 4280
700 Clubhouse Drive
Paso Robles, CA 93446
Telephone: (805) 238-1031
Email: Dick@EstrellaAssociates.com
Attention: Dick Willhoit

To District: Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446
Telephone: (805) 769-1000
Facsimile: (805) 237-3339
Email: bpawlowski@pasoschools.org
Attention: Chief Business Officer

With a copy to: Lozano Smith, Attorneys at Law
4 Lower Ragsdale Drive, Suite 200
Monterey, California 93940
Telephone: (831) 646-1501
Facsimile: (831) 646-1801
Email: cweaver@lozanosmith.com
Attention: Claudia Weaver

To Title Company: First American Title Company
899 Pacific Street
San Luis Obispo, California 93401
Telephone: (805) 786-2042
Facsimile: (866) 397-7092
Email: lirot@firstam.com
Attention: Lisa Irot, Title Officer

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Binding Effect.** This Agreement is binding upon the heirs, successors, and assigns of the Parties.

7.02 **Waiver of Provisions.** The waiver by Estrella Associates, or the District, of any breach by the District or Estrella Associates, as the case may be, of any term, covenant or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach by the District or Estrella Associates, as the case may be, of the same or of any other term, covenant or condition contained in this Agreement. Waiver of any provision of this Agreement must be in writing.

7.03 **Commissions.** The Parties represent that they have not engaged any agents or brokers in connection with the transactions that are the subject of this Agreement.

7.04 **Further Documents.** The Parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out this Agreement and its purposes and intents.

7.05 **Entire Agreement.** This Agreement, plus such ancillary agreements as may be executed by the Parties in connection with this Agreement, sets forth the entire Agreement between Estrella Associates and the District and supersedes any and all prior negotiations and agreements, written or oral, concerning or relating to the conveyance of the Estrella Associates Exchange Property and the District Exchange Property, and the granting of the Overhang Easement.

7.06 **Invalidity of Any Provision.** If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect (to the maximum extent permissible by law) any other provision

of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

7.07 **Amendments in Writing.** No addition to or modification of any provision contained in this Agreement will be effective unless fully set forth in writing and signed by both Parties hereto.

7.08 **Time is of the Essence.** Time is of the essence in this Agreement and each of its provisions. Although time is of the essence in this Agreement, this provision will not cause an automatic forfeiture and will be construed in accordance with traditional principles of equity.

7.09 **Governing Law/Venue.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for San Luis Obispo County, subject to any motion for transfer of venue.

7.10 **Headings.** Headings at the beginning of each article, section, and subsection hereof are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following the headings.

7.11 **Construction.** Whenever the context of this Agreement requires, the singular will include the plural and the masculine, feminine and neuter will include the others. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both Parties had prepared this Agreement. This Agreement consists of not only this Agreement but also any and all related documents necessary to consummate the exchange of the Estrella Associates Exchange Property and the District Exchange Property and the grant of the Overhead Easement.

7.12 **Survival of Warranties and Covenants.** All of the covenants, representations and warranties set forth herein which are intended to bind the Parties after the vesting of title to the properties will survive the Closing and delivery of the Grant Deed(s).

7.13 **Execution in Counterpart.** The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, will constitute a fully executed original or copy thereof.

7.14 **Calendar Days.** All time limits and related provisions herein will be counted in calendar days unless otherwise specifically provided.

7.15 **Exhibits Incorporated by Reference.** All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

EXECUTION

WHEREFORE, the District and Estrella Associates, by their signatures below, enter into this Agreement as of the Effective Date.

ESTRELLA ASSOCIATES, INC.:

By: _____
Name: _____
Title: _____

DISTRICT:

By: _____
Name: Julian Crocker
Title: Interim Superintendent

CONSENT AND ACCEPTANCE OF TITLE OFFICER

The undersigned consents to and accepts the instructions set forth in this Agreement for Exchange of Real Property and Grant of Overhang Easement.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____

LIST OF EXHIBITS

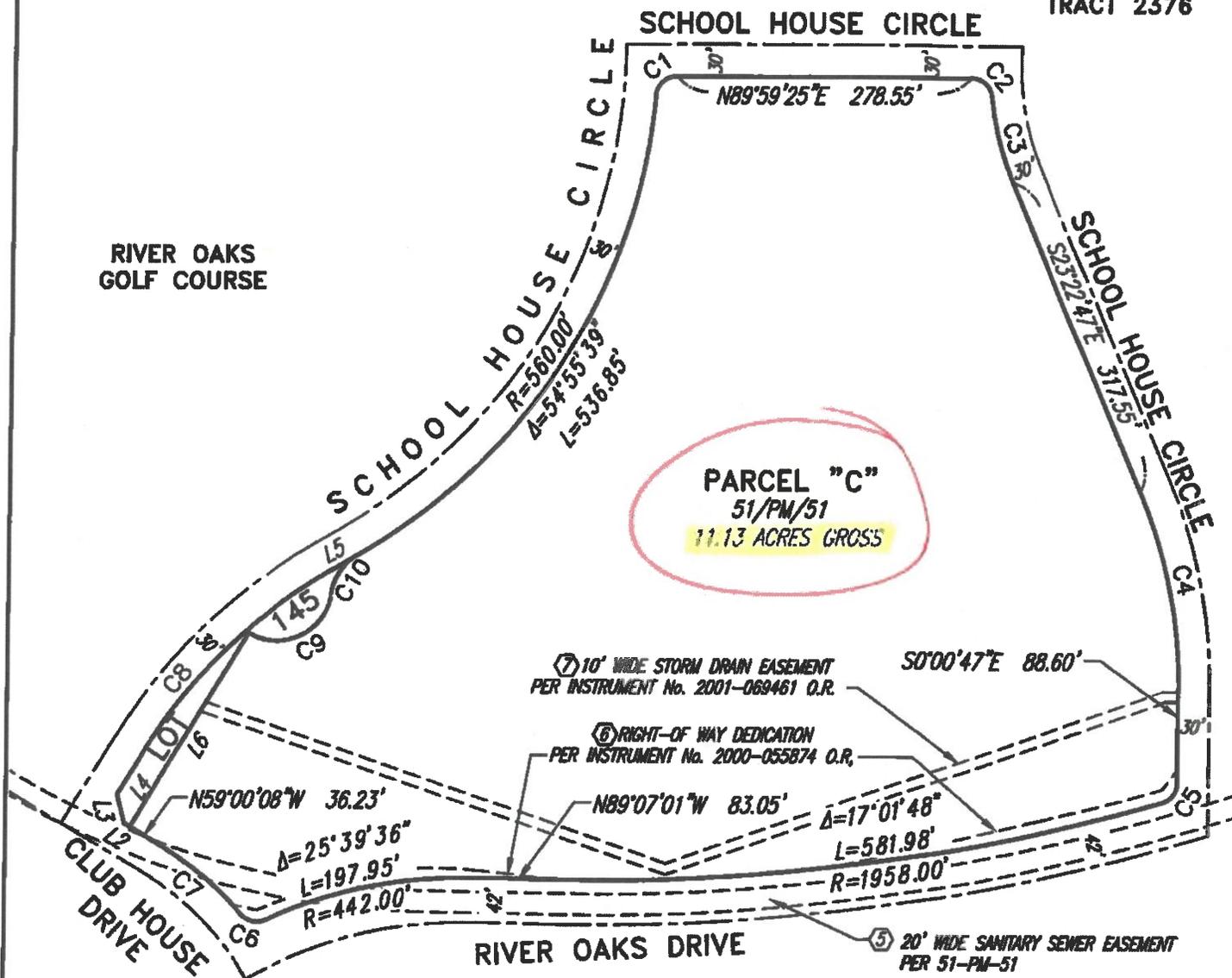
- Exhibit A-1 Diagram of District Property as Existing
- Exhibit A-2 Diagram of Estrella Property as Existing
- Exhibit A-3 Diagram of Overhang Easement
- Exhibit B-1 Diagram and Legal Description of Resultant District Property Following Lot Line Adjustment
- Exhibit B-2 Diagram and Legal Description of Resultant Estrella Property Following Lot Line Adjustment
- Exhibit C - 1 Preliminary Title Report
- Exhibit D-1 Grant of Overhang Easement (with Exhibit A - Diagram of Overhang Easement)
- Exhibit E-1 District's Certificate of Acceptance

EXHIBIT A-1
Diagram of District Property as Existing

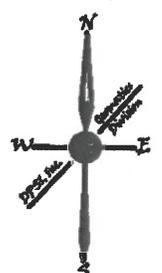
Exhibit A-1

EXHIBIT "B" LOT LINE ADJUSTMENT NO. _____ (AS EXISTING)

TRACT 2376



TRACT 2457-2 TRACT 1895-2



Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	29.69'	20.00'	85°03'16"	18.34'
C2	29.22'	20.00'	83°43'01"	17.92'
C3	83.50'	280.00'	17°05'12"	42.06'
C4	191.68'	470.00'	23°22'00"	97.19'
C5	25.78'	20.00'	73°51'57"	15.03'
C6	26.08'	20.00'	74°42'49"	15.27'
C7	99.23'	300.00'	18°57'06"	50.07'
C8	251.99'	500.00'	28°52'34"	128.73'
C9	102.76'	52.00'	113°13'28"	78.90'
C10	45.47'	50.00'	52°06'02"	24.44'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N59°00'08"W	6.29'
L3	N14°00'47"W	28.28'
L4	N30°59'13"E	43.73'
L5	N59°51'45"E	29.14'
L6	N30°59'13"E	214.33'

SCALE: 1"=150'

NOTE: LOT 145 = 0.16 ACRES

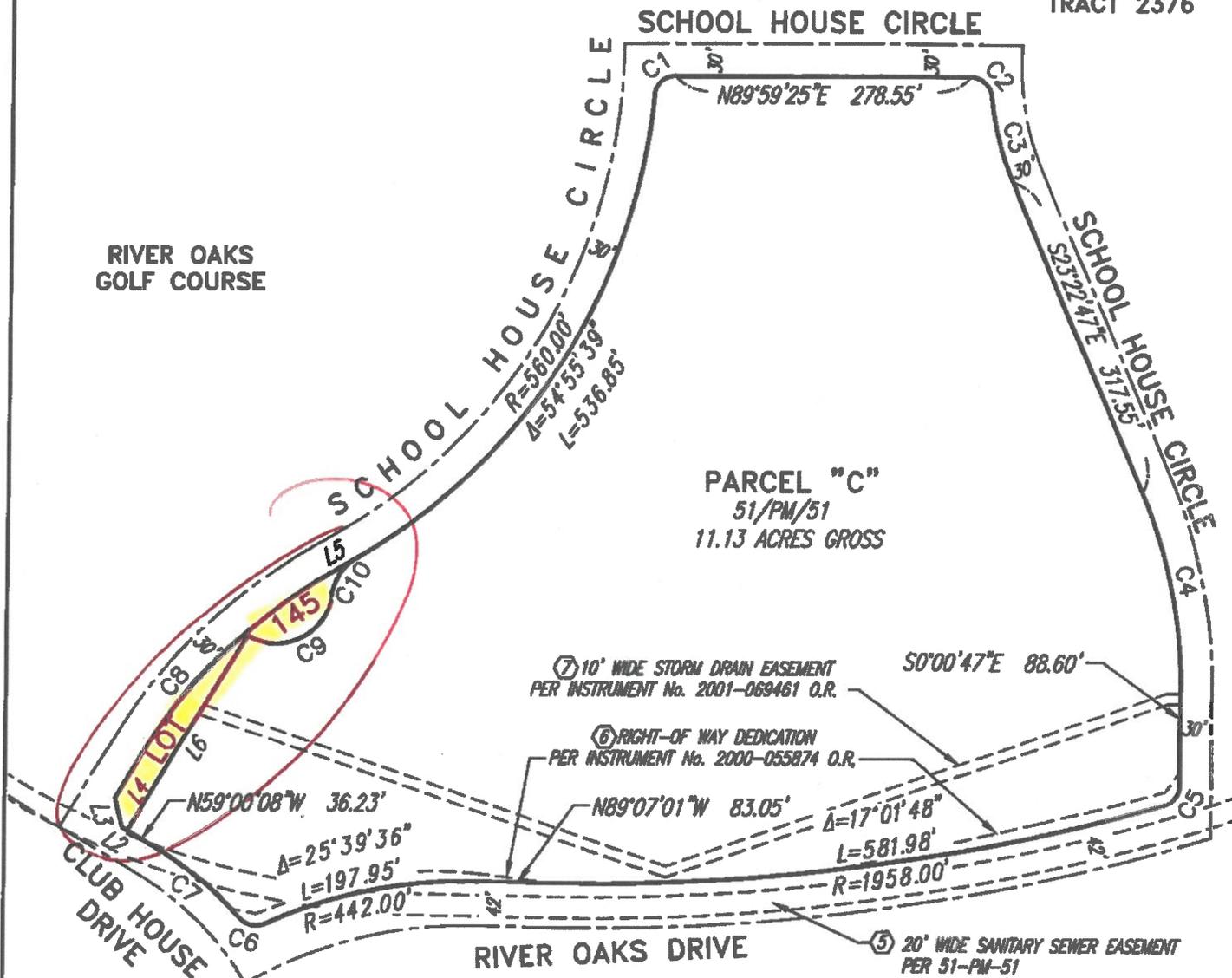
"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"

EXHIBIT A-2
Diagram of Estrella Property as Existing

EXHIBIT "B"
 LOT LINE ADJUSTMENT NO. _____
 (AS EXISTING)

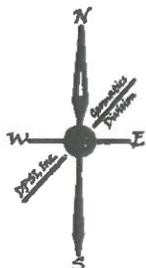
TRACT 2376

RIVER OAKS GOLF COURSE



TRACT 2457-2

TRACT 1895-2



SCALE: 1"=150'

NOTE: LOT 145 = 0.16 ACRES

Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	29.69'	20.00'	85°03'16"	18.34'
C2	29.22'	20.00'	83°43'01"	17.92'
C3	83.50'	280.00'	17°05'12"	42.06'
C4	191.68'	470.00'	23°22'00"	97.19'
C5	25.78'	20.00'	73°51'57"	15.03'
C6	26.08'	20.00'	74°42'49"	15.27'
C7	99.23'	300.00'	18°57'06"	50.07'
C8	251.99'	500.00'	28°52'34"	128.73'
C9	102.76'	52.00'	113°13'28"	78.90'
C10	45.47'	50.00'	52°06'02"	24.44'

LINE TABLE		
LINE	BEARING	LENGTH
L2	N59°00'08"W	6.29'
L3	N14°00'47"W	28.28'
L4	N30°59'13"E	43.73'
L5	N59°51'45"E	29.14'
L6	N30°59'13"E	214.33'

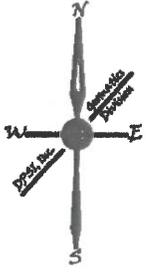
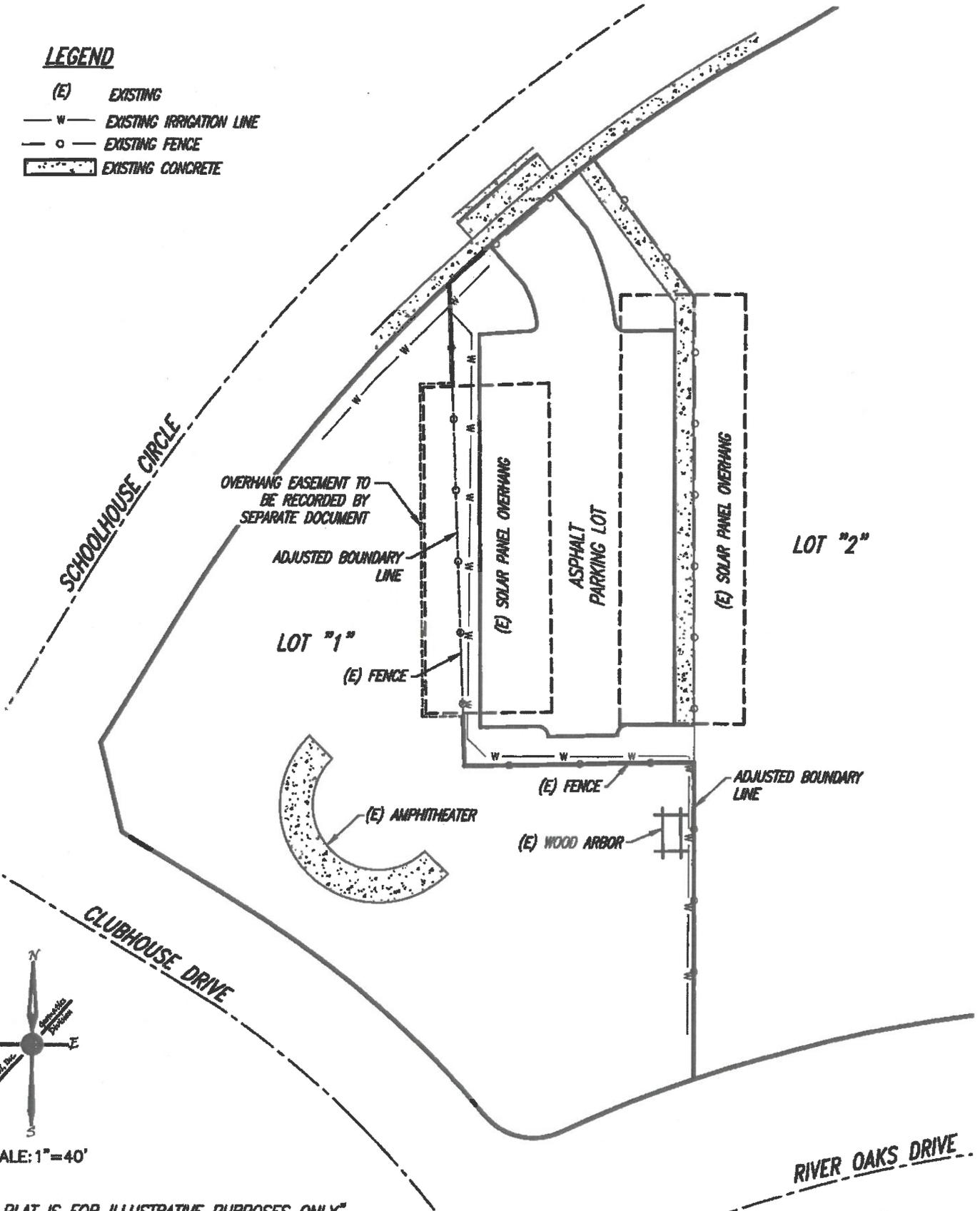
"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"

EXHIBIT A-3
Diagram of Overhang Easement

EXHIBIT "B" LOT LINE ADJUSTMENT NO. _____ (EXISTING CONDITIONS)

LEGEND

- (E) EXISTING
- W — EXISTING IRRIGATION LINE
- o — EXISTING FENCE
- ▨ EXISTING CONCRETE



SCALE: 1"=40'

"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"

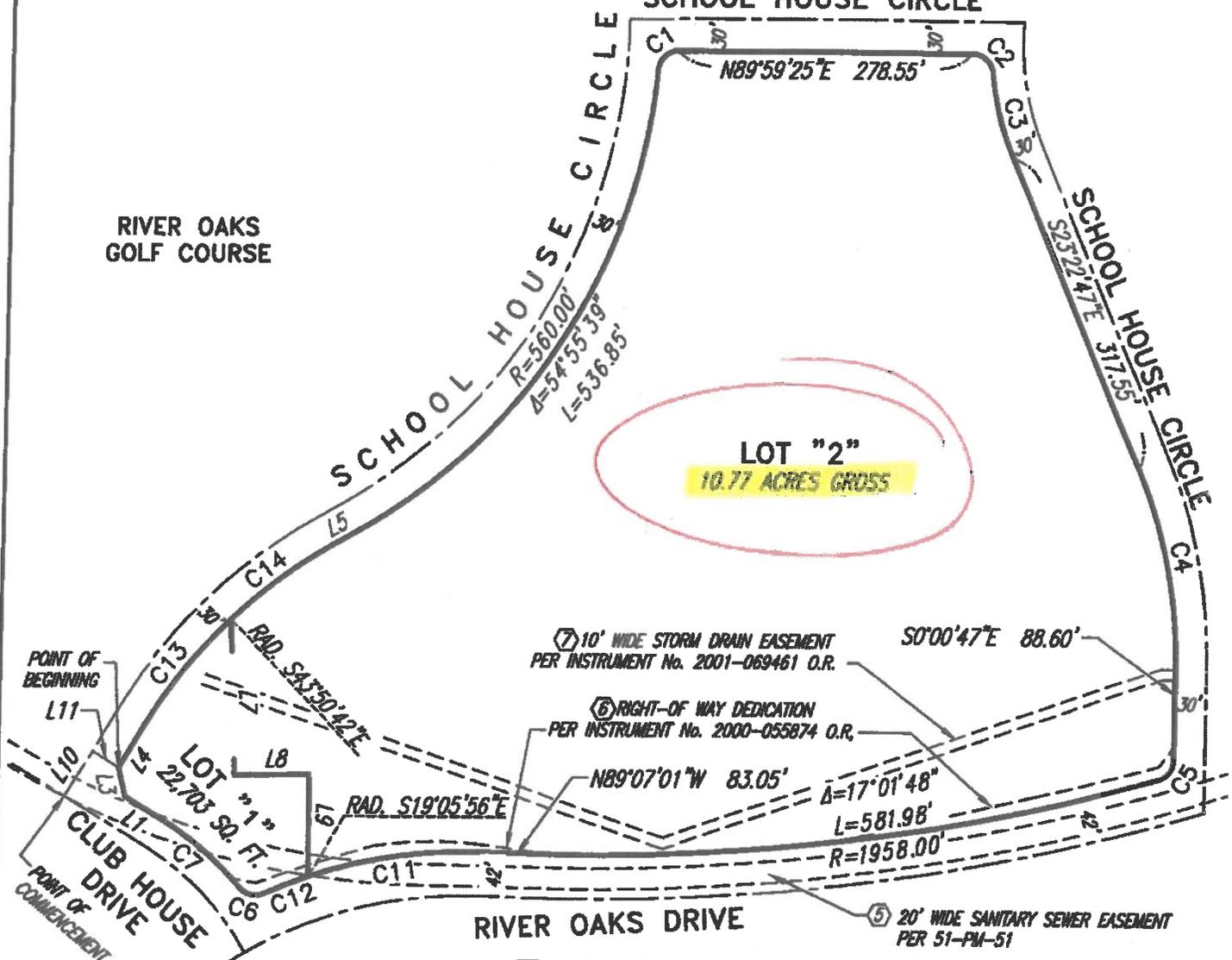
EXHIBIT B-1

Diagram and Legal Description of Resultant District Property Following Lot Line Adjustment

Exhibit B-1

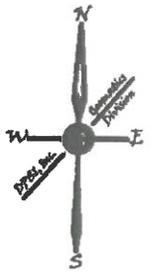
EXHIBIT "B" LOT LINE ADJUSTMENT NO. _____ (AS ADJUSTED)

TRACT 2376



Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	29.69'	20.00'	85°03'16"	18.34'
C2	29.22'	20.00'	83°43'01"	17.92'
C3	83.50'	280.00'	17°05'12"	42.06'
C4	191.68'	470.00'	23°22'00"	97.19'
C5	25.78'	20.00'	73°51'57"	15.03'
C6	26.08'	20.00'	74°42'49"	15.27'
C7	99.23'	300.00'	18°57'06"	50.07'
C11	154.15'	442.00'	19°58'55"	77.86'
C12	43.80'	442.00'	5°40'41"	21.92'
C13	132.37'	500.00'	15°10'05"	66.57'
C14	119.62'	500.00'	13°42'29"	60.10'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N59°00'08"W	42.52'
L3	N14°00'47"W	28.28'
L4	N30°59'13"E	43.73'
L5	N59°51'45"E	29.14'
L7	S2°27'31"E	147.70'
L8	N88°50'05"E	70.63'
L9	S0°35'27"E	96.92'
L10	N30°59'22"E	50.01'
L11	S58°00'38"E	30.00'



SCALE: 1"=150'

"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"

Exhibit B-1

LOT "2"

ALL OF LOT 145 OF TRACT 2376, ACCORDING TO MAP RECORDED AUGUST 8, 2001 IN BOOK 19, PAGE 72 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

TOGETHER WITH;

ALL THAT PORTION OF PARCEL "C" OF PARCEL MAP NUMBER PRAL-90-259 RECORDED MAY 30, 1995 IN BOOK 51 OF PARCEL MAPS AT PAGE 51 IN THE COUNTY OF SAN LUIS OBISPO RECORDERS OFFICE;

EXCEPTING THEREFROM;

COMMENCING AT THE CENTERLINE INTERSECTION OF CLUBHOUSE DRIVE AND SCHOOL HOUSE CIRCLE AS SHOWN ON TRACT MAP 2376 RECORDED AUGUST 8, 2001 IN BOOK 19, PAGE 72 OF MAPS IN THE COUNTY OF SAN LUIS OBISPO RECORDERS OFFICE; THENCE NORTH 30°59'22" EAST ALONG THE CENTERLINE OF SAID SCHOOLHOUSE CIRCLE, A DISTANCE OF 50.01 FEET; THENCE SOUTH 59°00'38" EAST; A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF LOT 145 OF SAID TRACT MAP AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF SAID LOT 145 NORTH 30°59'13 EAST, A DISTANCE OF 43.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVED SOUTHEAST AND HAVING A RADIUS OF 500 FEET;

THENCE CONTINUING ALONG SAID WEST LINE AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'05", AN ARC DISTANCE OF 132.37 FEET;

THENCE SOUTH 02°27'31" EAST, A DISTANCE OF 147.70 FEET;

THENCE NORTH 88° 50'05" EAST, A DISTANCE OF 70.63 FEET;

THENCE SOUTH 00°35'27" EAST; A DISTANCE OF 96.92 FEET TO A POINT IN THE SOUTH LINE OF PARCEL C OF PARCEL MAP NUMBER PRAL-90-259 RECORDED MAY 30, 1995 IN BOOK 51 OF PARCEL MAPS AT PAGE 51 IN THE COUNTY OF SAN LUIS OBISPO RECORDERS OFFICE. SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 442.00 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 19°05'56" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 05°40'41", AN ARC DISTANCE OF 43.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE WESTERLY ALONG SAID REVERSE CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 74°42'49", AN ARC DISTANCE OF 26.08 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AND SOUTHWEST PROPERTY LINE OF SAID PARCEL C THROUGH A CENTRAL ANGLE OF 18°57'06", AN ARC DISTANCE OF 99.23 FEET;

THENCE NORTH 59°00'08" WEST ALONG SAID SOUTHWEST LINE A DISTANCE OF 42.52 TO A POINT ON THE SOUTH WEST PROPERTY LINE OF SAID LOT 145;

THENCE NORTH 14°00'47" WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 28.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.77 ACRES MORE OR LESS



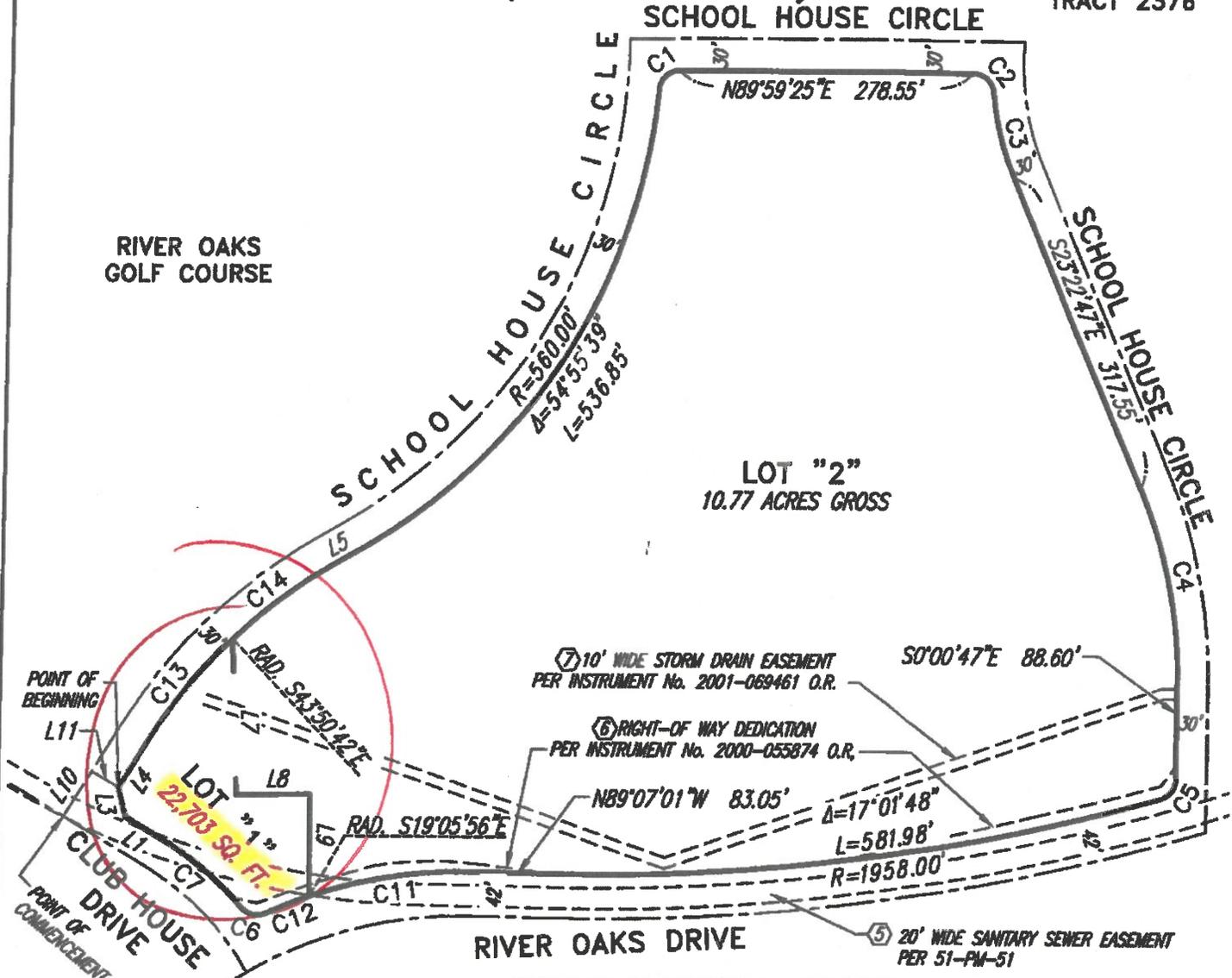
EXHIBIT B-2

Diagram and Legal Description of Resultant Estrella Property Following Lot Line Adjustment

Exhibit B-2

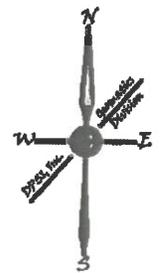
EXHIBIT "B"
 LOT LINE ADJUSTMENT NO. _____
 (AS ADJUSTED)

TRACT 2376



TRACT 2457-2

TRACT 1895-2



Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	29.69'	20.00'	85°03'16"	18.34'
C2	29.22'	20.00'	83°43'01"	17.92'
C3	83.50'	280.00'	17°05'12"	42.06'
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LINE TABLE		
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L1	N59°00'08"W	42.52'
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L8	N88°50'05"E	70.63'
L9	S0°35'27"E	96.92'
L10	N30°59'22"E	50.01'
L11	S59°00'38"E	30.00'

"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"

Exhibit B-2

EXHIBIT "A"

LEGAL DESCRIPTION FOR LOT LINE ADJUSTMENT NO. _____

BEING AN ADJUSTMENT OF LOT 145 OF TRACT MAP 2376 RECORDED AUGUST 8, 2001 IN BOOK 19, PAGE 72 OF MAPS AND PARCEL "C" OF PARCEL MAP NUMBER PRAL-90-259 RECORDED MAY 30, 1995 IN BOOK 51 OF PARCEL MAPS AT PAGE 51 BOTH RECORDED IN THE COUNTY OF SAN LUIS OBISPO RECORDERS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "1"

COMMENCING AT THE CENTERLINE INTERSECTION OF CLUBHOUSE DRIVE AND SCHOOL HOUSE CIRCLE AS SHOWN ON TRACT MAP 2376 RECORDED AUGUST 8, 2001 IN BOOK 19, PAGE 72 OF MAPS IN THE COUNTY OF SAN LUIS OBISPO RECORDERS OFFICE; THENCE NORTH 30°59'22" EAST ALONG THE CENTERLINE OF SAID SCHOOLHOUSE CIRCLE, A DISTANCE OF 50.01 FEET; THENCE SOUTH 59°00'38" EAST; A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF LOT 145 OF SAID TRACT MAP AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF SAID LOT 145 NORTH 30°59'13 EAST, A DISTANCE OF 43.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVED SOUTHEAST AND HAVING A RADIUS OF 500 FEET;

THENCE CONTINUING ALONG SAID WEST LINE AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'05", AN ARC DISTANCE OF 132.37 FEET;

THENCE SOUTH 02°27'31" EAST, A DISTANCE OF 147.70 FEET;

THENCE NORTH 88° 50'05" EAST, A DISTANCE OF 70.63 FEET;

THENCE SOUTH 00°35'27" EAST; A DISTANCE OF 96.92 FEET TO A POINT IN THE SOUTH LINE OF PARCEL C OF PARCEL MAP NUMBER PRAL-90-259 RECORDED MAY 30, 1995 IN BOOK 51 OF PARCEL MAPS AT PAGE 51 IN THE COUNTY OF SAN LUIS OBISPO RECORDERS OFFICE. SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 442.00 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 19°05'56" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 05°40'41", AN ARC DISTANCE OF 43.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE WESTERLY ALONG SAID REVERSE CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 74°42'49", AN ARC DISTANCE OF 26.08 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE AND SOUTHWEST PROPERTY LINE OF SAID PARCEL C THROUGH A CENTRAL ANGLE OF 18°57'06", AN ARC DISTANCE OF 99.23 FEET;

THENCE NORTH 59°00'08" WEST ALONG SAID SOUTHWEST LINE A DISTANCE OF 42.52 TO A POINT ON THE SOUTH WEST PROPERTY LINE OF SAID LOT 145;

THENCE NORTH 14°00'47" WEST ALONG SAID SOUTHWEST LINE, A DISTANCE OF 28.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.52 ACRES MORE OR LESS

EXHIBIT C-1
Preliminary Title Report

UPDATED 12/4/18



First American Title

First American Title Company

899 Pacific Street
San Luis Obispo, CA 93401
California Department of Insurance License No. 151

Dick Willhoit
Estrella Associates, Incorporated
P.O. Box 4280
Paso Robles, CA 93447

Order Number: 4001-5424634 (LI)

Title Officer: Lisa Irot
Phone: (805)786-2042
Fax No.: (866)397-7092
E-Mail: lirot@firstam.com

Property: School House Circle & Clubhouse Drive
Paso Robles, CA 93446

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 27, 2018 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Prelim

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Estrella Associates, Inc., a California corporation as to Parcel A; and

Paso Robles Joint Unified School District, which acquired title as Paso Robles Union School District, as to Parcel B

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee simple.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, not examined. A.P.N.: 025-396-051 and 025-396-068

The Following Matters Affect PARCEL A:

2. The Terms, Provisions and Easement(s) contained in the document entitled "A Declaration Regarding Easements for Water Well and Water Lines" recorded July 7, 1989 as Book 3345, Page 884 of Official Records.
3. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of San Luis Obispo County, recorded October 12, 2016, as Instrument No. 2016-052009 of Official Records.

Debtor:	Estrella Associates Inc.
Year & No.:	2016/17 800-009-200
Amount:	\$2,827.88, and any other amounts due thereunder.

The Following Matters Affect PARCEL B:

4. An easement for constructing, replacing, inspecting and maintaining a sewer line and appurtenances, together with a right of way along said facilities and the right of ingress thereto and egress therefrom; and incidental purposes, recorded August 27, 1976 as Book 1918, Page 873 of Official Records.
In Favor of: City of Paso Robles
Affects: a portion of said land
 5. The Terms, Provisions and Easement(s) contained in the document entitled "A Declaration Regarding Easements for Water Well and Water Lines" recorded July 7, 1989 as Book 3345, Page 884 of Official Records.
 6. An easement shown or dedicated on the map filed or recorded May 30, 1995 as Book 51, Page 51 of Parcel Maps
For: sanitary sewer; and incidental purposes.
 7. An offer of dedication for right of way for public road; and incidental purposes, recorded September 28, 2000 as Instrument No. 2000-055874 of Official Records.
To: the public
- Note: The above referenced Offer of Dedication was accepted by the City of Paso Robles by Resolution No. 00-204 recorded with the above referenced Offer.
8. An easement for storm drain; and incidental purposes, recorded September 13, 2001 as Instrument No. 2001-069461 of Official Records.
In Favor of: The City of Paso Robles, a Municipal Corporation of the State of California
Affects: a portion of said land

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Paso Robles, County of San Luis Obispo, State of California, described as follows:

Parcel A: (A.P.N.: 025-396-051)

Lot 145 of Tract 2376, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded August 8, 2001 in Book 19, Page 72 of Maps, in the office of the County Recorder of said county.

Parcel B: (A.P.N.: 025-396-068)

Parcel C labeled "School Site" of Parcel Map No. PRAL-90-259, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded May 30, 1995 in Book 51, Page 51 of Parcel Maps, in the office of the County Recorder of said county.

APN: 025-396-051 and 025-396-068

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public, records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;

- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT D-1
Grant of Overhang Easement

RECORDED AT THE REQUEST OF:
Paso Robles Joint Unified School District

WHEN RECORDED RETURN TO:
Paso Robles Joint Unified School District
800 Niblick Rd.
Paso Robles, CA 93446
ATTN: Interim Superintendent

WITH A COPY TO:
Estrella Associates, Inc.
P.O. Box 4280
700 Clubhouse Drive,
Paso Robles, CA 93447
ATTN: Richard J. Willhoit, President

No recording fee pursuant to Government Code §6103
No Fee for Govt. Agency pursuant to Government Code §27383
Documentary Tax Exempt RT 11922

GRANT OF OVERHANG EASEMENT AND EASEMENT AGREEMENT

The Parties to this Grant of Overhang Easement and Easement Agreement (“Grant of Easement”) are Estrella Associates, Inc., a California corporation with its principal place of business at 700 Clubhouse Drive, Paso Robles, California 93446 (“Estrella Associates” or “Grantor”) and the Paso Robles Joint Unified School District, a California public school district (“District” or “Grantee”).

WHEREAS, Grantor is the owner in fee simple of certain real property commonly known as the River Oaks Golf Course, with Assessor’s Parcel Number 025-396-051, located in the City of Paso Robles, County of San Luis Obispo, State of California (“Grantor Property”), designated as Lot “1” in the attached **Exhibit A** and incorporated herein by reference ; and

WHEREAS, Grantee is the owner in fee simple of certain real property, commonly known as Kermit King Elementary School, with Assessor’s Parcel Number 025-296-068, located in the City of Paso Robles, County of San Luis Obispo, State of California (“Grantee Property”), designated as Lot “2” in **Exhibit A**; and

WHEREAS, Grantee owns and operates certain solar facilities, a portion of which overhang the Grantor Property (the “Solar Facilities”) as depicted in **Exhibit A**; and

WHEREAS, ingress and egress to the Solar Facilities requires access across the Grantor Property;
and

WHEREAS, the Parties have entered into that certain Agreement for Exchange of Real Property and Grant of Easement, dated February 26, 2019, whereby Grantee conveyed a portion of the Grantee Property to Grantor in exchange for Grantor’s conveyance of a portion of the Grantor Property to Grantee; and

WHEREAS, as further consideration for Grantee's conveyance of a portion of the Grantee Property to Grantor, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor, on the terms and conditions set forth herein, an overhang easement across the Grantor Property, as more particularly described and depicted in **Exhibit A** and incorporated herein by reference (the "Overhang Easement"), for the purpose of allowing Grantee to access, operate, maintain, repair, and replace the Solar Facilities.

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties agree as follows:

Grantor hereby grants to Grantee and its successors, assigns, officers, employees, agents, invitees, and tenants, a non-exclusive easement for vehicular and pedestrian ingress and egress across the Grantor Property for the purpose of accessing, operating, maintaining, repairing, and replacing the Solar Facilities, subject to the following conditions and terms:

1. Ingress and egress to the Solar Facilities by Grantee shall be from Schoolhouse Circle, through Grantee's property designated as Asphalt Parking Lot in **Exhibit A**, and across Grantor's Property.
2. Grantee's access, operation, maintenance, repair, and replacement of the Solar Facilities shall not interfere with Grantor's use of the Grantor Property or inhibit or delay any ingress and egress thereto.
3. Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, employees and invitees from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Grant of Easement or Grantee's use of the Overhang Easement granted hereunder, including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons.
4. This Grant of Easement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
5. Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following addressees:

To Estrella Associates: Estrella Associates, Inc.
P.O. Box 4280
700 Clubhouse Drive
Paso Robles, CA 93447
Telephone: (805) 238-1031
[Email: Dick@EstrellaAssociates.com](mailto:Dick@EstrellaAssociates.com)
Attention: Dick Willhoit

To District: Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446
Telephone: (805) 769-1000
Facsimile: (805) 237-3339
Email:bpawlowski@pasoschools.org
Attention: Chief Business Officer

With a copy to: Lozano Smith, Attorneys at Law
4 Lower Ragsdale Drive, Suite 200
Monterey, California 93940
Telephone: (831) 646-1501
Facsimile: (831) 646-1801
[Email: cweaver@lozanosmith.com](mailto:cweaver@lozanosmith.com)
Attention: Claudia P. Weaver, Esq.

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

6. This Grant of Easement shall be governed by and interpreted under the laws of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Grant of Easement shall be brought solely in the Superior Court of the State of California for the County of San Luis Obispo, subject to any motion for change of venue.

7. Each of the Parties acknowledges and agrees that this Grant of Easement may be amended only by a writing signed by both the Parties.

8. Each of the persons signing this Grant of Easement represents and warrants that such person has been duly authorized to sign this Grant of Easement on behalf of the Party indicated, and each of the Parties by signing this Grant of Easement warrants and represents that such Party is legally authorized and entitled to enter into this Grant of Easement.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year last written below.

GRANTOR:
ESTRELLA ASSOCIATES, INC.

GRANTEE:
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

Richard J. Willhoit
President

Julian Crocker
Interim Superintendent

Date:

Date:

GRANT OF OVERHANG EASEMENT AND EASEMENT AGREEMENT

ACKNOWLEDGEMENT

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 _____)

On _____ before me, (Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

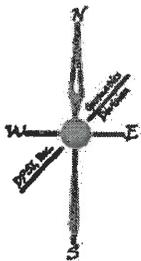
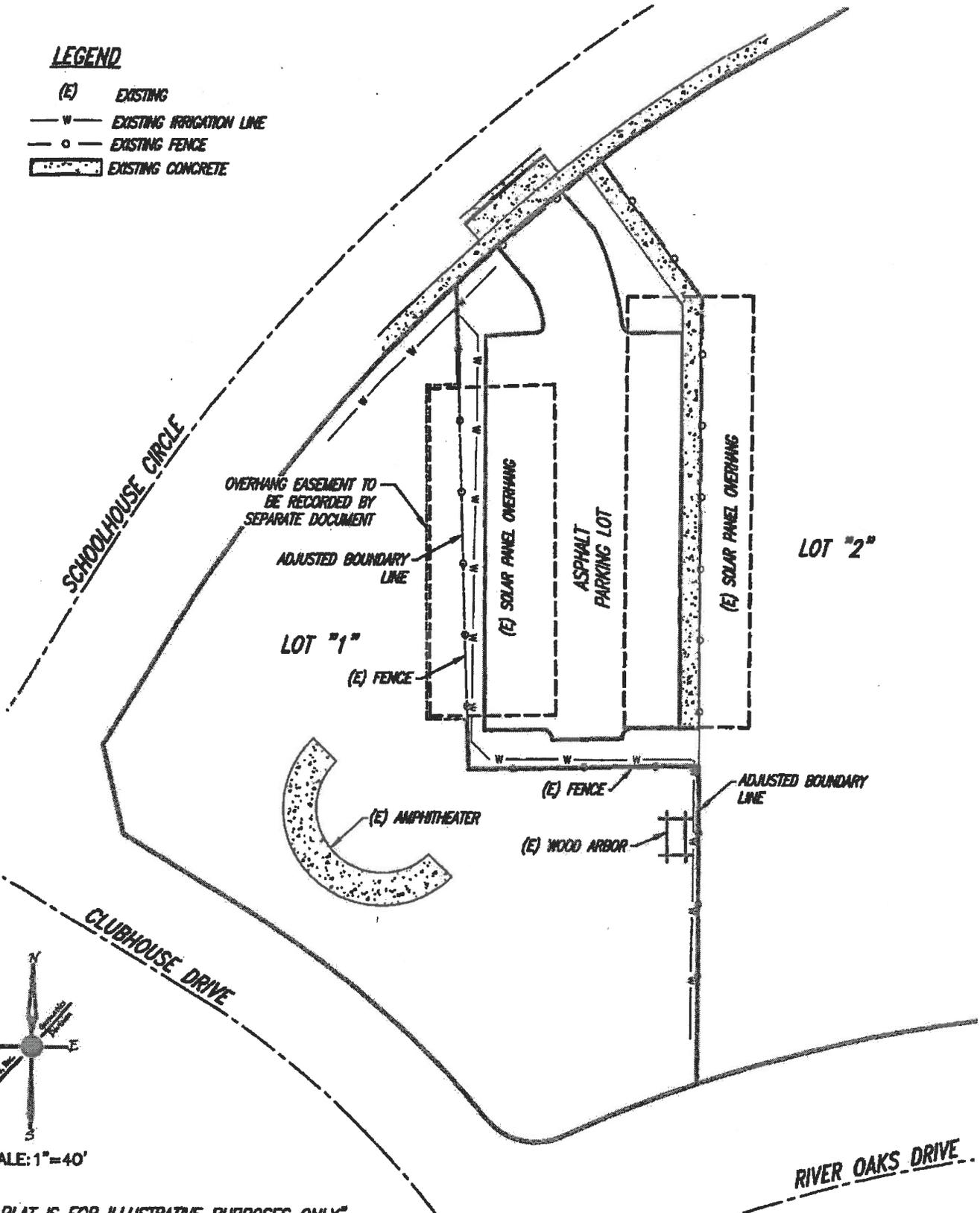
EXHIBIT A
DIAGRAM OF OVERHANG EASEMENT
(attached)

Exhibit A to Grant of Overhang Easement

EXHIBIT "B" LOT LINE ADJUSTMENT NO. _____ (EXISTING CONDITIONS)

LEGEND

- (E) EXISTING
- W — EXISTING IRRIGATION LINE
- o — EXISTING FENCE
- [Stippled Box] EXISTING CONCRETE



SCALE: 1" = 40'

"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"

EXHIBIT E-1
District's Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in Real Property conveyed by grant deed dated February 26, 2019, from Estrella Associates, Inc., to the Paso Robles Joint Unified School District, a California public school district, is hereby accepted by Julian Crocker, Interim Superintendent, on behalf of the Paso Robles Joint Unified School District, pursuant to the authority conferred by its Board of Trustees on February 26, 2019, and the Paso Robles Joint Unified School District, as grantee, consents to recordation of the grant deed by its duly authorized officer, Julian Crocker, Interim Superintendent of the Paso Robles Joint Unified School District.

DATED: _____, 2019

Paso Robles Joint Unified School District,
a California public school district

By: _____

Name: _____

Title: _____