

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

Doc No: 1992-086971

Rec No: 34684

~~Recording Requested By and~~
When Recorded Return to:

City of El Paso de Robles
Attn: City Clerk
P. O. Box 307
Paso Robles, CA 93447-0307

Official Records
San Luis Obispo Co.
FRANCIS M. COONEY
Recorder
Dec 22, 1992
Time: 08:00

RF 23.00
TOTAL 23.00

@@ [7]

ATTACHMENT "A"

RESOLUTION NO. 92-192

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING THE MAYOR AND THE CITY CLERK TO
EXECUTE A WAIVER OF RIGHT OF FIRST REFUSAL BETWEEN
THE CITY OF EL PASO DE ROBLES AND CTS CORPORATION

WHEREAS, the City sold 7 parcels to CTS Corporation with a "Development Agreement" granting the City a Right of First Refusal on 4 undeveloped parcels, and

WHEREAS, the Right of First Refusal requires that CTS Corporation notify the City at such time as the property is offered for sale, and

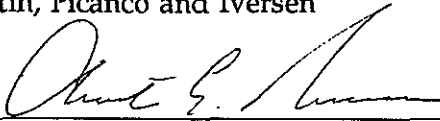
WHEREAS, upon receipt of an offer, CTS is required to offer the City its Right of First Refusal, wherein the City has thirty (30) days to respond to said offer, and

WHEREAS, Douglas G. Howard and Kathryn A. Howard have offered to purchase Lot 23 of Parcel Map 77-163 from CTS Corporation,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Paso de Robles authorizes the Mayor and the City Clerk to execute a Waiver of First Refusal to purchase Lot 23 of Parcel Map 77-163, attached to this resolution as Exhibit "I".

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles, this 1st day of December, 1992, on the following vote:

AYES: Heggarty, Macklin, Martin, Picanco and Iversen
NOES: None
ABSENT: None


MAYOR CHRISTIAN E. IVERSEN

ATTEST:


RICHARD J. RAMIREZ, CITY CLERK

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of El Paso de Robles
Attn: City Clerk
P. O. Box 307
Paso Robles, CA 93447-0307

Exhibit "I"

WAIVER OF RIGHT OF FIRST REFUSAL

THIS WAIVER OF RIGHT OF FIRST REFUSAL ("Waiver") is dated as of December 15, 1992, and is entered into by and between the **CITY OF EL PASO DE ROBLES** ("CITY") and **CTS CORPORATION**, an Indiana Corporation ("CTS").

RECITALS

A. CTS is the owner of four (4) parcels of undeveloped real property located in the City of El Paso de Robles, San Luis Obispo County, California. By entering into that certain Development Agreement by and between CITY and CTS's predecessor in interest, CTS Keene, Inc., a California Corporation ("Keene"), dated as of March 23, 1979 ("Development Agreement"), CITY acquired from Keene a right of first refusal to purchase these four (4) parcels if (1) Keene enters into agreements to sell any or all of these four (4) parcels prior to March 23, 1999. A Memorandum of Development Agreement was recorded in the Official Records of San Luis Obispo County on August 9, 1979, in Volume 2176 at Page 391.

B. CTS desires to sell one of the undeveloped parcels (Lot 23 of Parcel Map 77-163) the legal description of which is attached hereto as Exhibit "A". The parcel CTS desires to sell (Lot 23 of Parcel Map 77-163) is described in Exhibit "A" and shall

hereinafter be referred to as the "property."

C. In order to promote the development of the property, CITY desires to waive its right of first refusal to purchase the property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Waiver of Right of First Refusal. CITY hereby waives its right of first refusal to purchase the property as set forth in Paragraph 20 (Lot 23 of Parcel Map 77-163) of the Development Agreement.

2. Entire Agreement. This Waiver constitutes the entire agreement between the parties relating to the Waiver and supersedes all written or oral communication between the parties prior to execution, and all understandings and negotiations regarding the same having been merged herein.

3. Attorneys' Fees. If any controversy, claim or dispute relating to this Waiver or the breach of any provision hereof arises, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and costs.

4. Successors. This Waiver shall bind and inure to the respective heirs, successors and assigns of the parties hereto.

5. Recordation. This Waiver shall be recorded concurrently with that document entitled "Agreement to Sell Real Property" dated December 14, 1992, by and between the City of El Paso de Robles and Douglas G. Howard and Kathryn A. Howard.

IN WITNESS WHEREOF, CITY and CTS have executed this Waiver on the date

set forth above.

CITY OF EL PASO DE ROBLES
A Municipal Corporation

By: *Christian E. Iversen*
Christian E. Iversen, Mayor

ATTEST:
Richard J. Ramirez
Richard J. Ramirez, City Clerk

CTS CORPORATION
An Indiana Corporation

By: *Jeannine M. Davis*
Jeannine M. Davis, Vice President

(SIGNATURES MUST BE NOTARIZED)

STATE OF INDIANA)
COUNTY OF ELKHART) ^{SS:}

I, Kathryn J. Diller, a resident of Elkhart County, Indiana, do hereby acknowledge that Jeannine M. Davis, being Vice President of CTS Corporation, personally appeared before me and acknowledged the execution of the foregoing Waiver of Right of First Refusal and swore to the truth of the facts therein stated.

Witness my hand and Notarial Seal this 15th day of December, 1992.

Kathryn J. Diller
Kathryn J. Diller
My Commission Expires:
July 29, 1995

KATHRYN J. DILLER
NOTARY PUBLIC STATE OF INDIANA
ELKHART COUNTY
MY COMMISSION EXP JULY 29, 1995

Exhibit "A"

Those portions of Parcel 23 of Parcel Map No. PR-77-163 in the City of Paso Robles, in the County of San Luis Obispo, State of California, according to map recorded June 15, 1977 in Book 23, Page 21 of Parcel Maps in the office of the County Recorder of said County and the unnamed road adjacent to the Southerly line of Lot 52 of Rancho Santa Ysabel, in the City of Paso Robles, in the County of San Luis Obispo, State of California, according to the map recorded January 25, 1887 in Book A, Page 29 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Parcel 23, thence along the Westerly line of Parcel 23, North $0^{\circ}07'33''$ West, a distance of 395.06 feet to a point that is 5.00 feet Southerly of the Northwest corner of Parcel 23; thence leaving said Westerly line parallel with the Northerly line of Parcel 23, North $89^{\circ}57'17''$ East, a distance of 245.11 feet to a point on the Easterly line of Parcel 23; thence along said Easterly line South $00^{\circ}06'16''$ East, a distance of 394.90 feet to the Southeast corner of Parcel 23; thence along the Southerly prolongation of the Easterly line of Parcel 23, South $00^{\circ}06'16''$ East, a distance of 5.00 feet; thence parallel with the Southerly line of Parcel 23, South $89^{\circ}55'07''$ West, a distance of 244.96 feet to a point on the Southerly prolongation of the Westerly line of Parcel 23; thence along said prolongation, North $00^{\circ}07'33''$ West, a distance of 5.00 feet to the point of beginning.

Exhibit "A"