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REC NO 21479

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

ATTACHMENT "A"

RESOLUTION NO. 92- 194

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING THE MAYOR AND THE CITY CLERK TO
ACCEPT A GRANT DEED BETWEEN THE CITY OF
EL PASO DE ROBLES AND CTS CORPORATION

WHEREAS, the City exchanged a five foot strip on the northerly portion of Parcels 19, 20, 21, 22, 23, 24 and 25, inclusive, of Parcel Map 77-163, for a five foot strip on the southerly portion of said parcels,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Paso de Robles accepts the grant deed as presented.

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
ABSTAIN: 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"

AGREEMENT TO SELL REAL PROPERTY

THIS AGREEMENT TO SELL REAL PROPERTY ("Agreement") is dated as of December 14, 1992, and entered into by and between the CITY OF EL PASO DE ROBLES ("CITY") and DOUGLAS G. HOWARD and KATHRYN A. HOWARD ("hereinafter referred to as "HOWARDS").

RECITALS

A. HOWARDS are prospective purchasers of an undeveloped parcel of land (Lot 23 of Parcel Map 77-163) located within the city limits of CITY. Said parcel is owned by CTS Corporation ("CTS") and is subject to certain restrictions in favor of CITY as a result of a Development Agreement dated March 23, 1979. A Memorandum of Development Agreement dated March 23, 1979 was recorded in the official records of San Luis Obispo County on August 9, 1979, in Volume 2176, at Page 391.

B. HOWARDS are husband and wife, who currently operate and manage a manufacturing business known as "Howard Products, Inc." HOWARDS intend to purchase and take title to the above-referenced Lot 23 and to locate a manufacturing

plant and operation for their current business.

C. CTS desires to sell said parcel to **HOWARDS**. CITY is willing to relinquish its rights under said Development Agreement in order to encourage expeditious development of the subject parcel.

D. CITY has executed a "Waiver of Right of First Refusal" dated December 15, 1992, regarding the subject parcel which allows the property to be sold to **HOWARDS**.

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

1. **HOWARDS** agree to develop the subject property after purchase from CTS. For the purpose of this Agreement, "develop" shall mean an application for and issuance of a building permit for a manufacturing facility.

2. Said development shall occur no later than thirty-six (36) months from the execution of this Agreement.

3. Should **HOWARDS** fail to develop the property as set forth above, CITY shall have the right, but not the obligation, to purchase the subject property at the same price **HOWARDS** paid for it.

4. This Agreement constitutes the entire agreement between the parties relating to the purchase of the property 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.

5. If any controversy, claim or dispute relating to this Agreement or the breach of any provision hereof arises, the prevailing party shall be entitled to recover

reasonable attorneys' fees, expenses and costs.

6. This Agreement shall bind and inure to the respective heirs, successors and assigns of the parties hereto.

7. This Agreement shall be recorded concurrently with that "Waiver of Right of First Refusal" dated December 15, 1992.

IN WITNESS WHEREOF, CITY and HOWARDS have executed this Agreement on the date set forth above.

CITY OF EL PASO DE ROBLES

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

ATTEST:

Richard J. Ramirez
Richard J. Ramirez, City Clerk

Douglas G. Howard
Douglas G. Howard

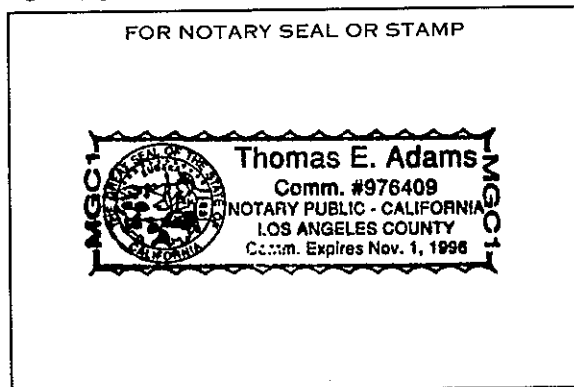
Katherine A. Howard
Katherine A. Howard

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
On DECEMBER 14, 1992 before me, THOMAS
E. ADAMS
personally appeared DOUGLAS G. HOWARD &
KATHRYN A. HOWARD

personally known to me (or 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.

WITNESS my hand and official seal.
Signature *Thomas E. Adams*

 SOUTHLAND TITLE CORPORATION



TTT000*ST (1-2/90) Acknowledgment