

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the 17th day of August, 2023 (the "Effective Date"), by and between the CAMBRIA COMMUNITY SERVICES DISTRICT, a California special district ("Seller"), and the CAMBRIA HISTORICAL SOCIETY, a California nonprofit public benefit corporation ("Purchaser").

Recitals

A. Seller owns the real property commonly known as Assessor's Parcel Number 013-264-021, County of San Luis Obispo, California, and more particularly described as follows (the "Property"):

THAT REAL PROPERTY IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF BRIDGE STREET, IN THE CITY OF CAMBRIA, BOUNDED ON THE NORTH BY A LINE DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 16 IN BLOCK A OF THE TOWN OF CAMBRIA, AS SAID LOT IS SHOWN ON MAP FILED IN BOOK 7, PAGE 23 OF RECORD OF SURVEYS, AS FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF THE ALLEY IN BLOCK A WITH THE WEST LINE OF BRIDGE STREET; THENCE, RUNNING ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 16 ACROSS BRIDGE STREET, NORTH 70° 32' EAST, 57.94 FEET TO A POINT ON THE EAST LINE OF BRIDGE STREET; THENCE SOUTH 15° 05' 30" EAST, 150.15 FEET ALONG THE SAID EAST LINE OF BRIDGE STREET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF SAID BRIDGE STREET AND RUNNING SOUTH 70° 32' WEST, 57.94 FEET TO A POINT ON THE WEST LINE OF BRIDGE STREET, AND BOUNDED ON THE SOUTH BY THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN DEED TO F. W. WARREN, ET US., DATED FEBRUARY 1, 1961, AND RECORDED JUNE 5, 1961, IN BOOK 1126, PAGE 512 OF OFFICIAL RECORDS OF SAID COUNTY; ABOVE DESCRIBED PROPERTY BEING IN A DEED TO CAMBRIA COUNTY WATER DISTRICT, DATED JANUARY 3, 1963, AND RECORDED JUNE 3, 1963 IN BOOK 1971, PAGE 159 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

APN: 013-264-021

B. Seller wishes to sell and Purchaser wishes to purchase the Property by this Agreement, and the parties wish to provide terms and conditions for Purchaser's purchase of the Property from Seller.

NOW THEREFORE, the parties agree as follows:

Section 1. Purchase and Sale

Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller on the terms and conditions stated in this Agreement.

Section 2. Purchase Price

The purchase price for the Property shall be Five Thousand Dollars (\$5,000) ("Purchase Price"). Purchaser shall deposit the entire Purchase Price into Escrow on or before the Close of Escrow, as defined in Section 10, below.

Section 3. Escrow

By this Agreement, Purchaser and Seller establish an escrow ("Escrow") with First American Title Company, 899 Pacific Street, San Luis Obispo, California ("Escrow Agent"), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control.

Section 4. Title

(a) Purchaser's Approval of Title. Purchaser shall obtain a preliminary report of title for the Property ("Preliminary Report") within three (3) days after the execution of this Agreement. Purchaser shall notify Seller in writing within seven (7) business days after receipt of the Preliminary Report of Purchaser's disapproval of any exception therein. All other exceptions in the Report shall be referred to as Approved Exceptions, except for liens of deeds of trust or other monetary liens or encumbrances to be paid upon Close of Escrow. Seller shall have five (5) days after such notice to advise Purchaser of any disapproved exceptions which will not be removed by Seller prior to the Closing Date. If Seller indicates that it will not correct any of the disapproved exceptions, Purchaser may elect to:

- (i) terminate this Agreement without liability on the part of either party; or
- (ii) consummate the purchase of the Property subject to such exceptions without reduction in the Purchase Price and without any liability on Seller's part relative to the title to the Property.

(b) Evidence of Title. Title in the form of a California Land Title Association (CLTA) Standard Policy of Title Insurance ("Title Policy") shall be issued by the Escrow Agent and paid for by Seller.

Section 5. Conditions to Purchaser's Performance

Purchaser's obligation to perform under this Agreement is subject to the following conditions:

- (a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow;
- (b) Seller's performance of all obligations under this Agreement; and
- (c) Escrow Agent being prepared to issue the Title Policy on the Close of Escrow, subject only to the Approved Exceptions.

Section 6. Conditions to Seller's Performance

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement; and

(b) Escrow Agent's commitment to issue the Title Policy at the Close of Escrow, subject only to the Approved Exceptions.

Section 7. Seller's Warranties

Seller makes the following warranties:

(a) Seller owns the Property, free and clear of all liens, licenses, leases, claims, encumbrances, easements, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

Section 8. "AS IS" PURCHASE.

PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER "AS IS" AND "WHERE IS," WITH ALL FAULTS, IF ANY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND TO PURCHASER INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO 1) THE PHYSICAL CONDITION OF THE LAND, IMPROVEMENTS, IF ANY, AND ANY PERSONAL PROPERTY, 2) THE SUITABILITY, MERCHANTABILITY, HABITABILITY OR DESIGN OF THE PROPERTY, IMPROVEMENTS OR ANY PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, 3) THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE (OR ABSENCE) OF HAZARDOUS MATERIALS OR OTHER CONTAMINATION, 4) COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL REQUIREMENTS, INCLUDING ENVIRONMENTAL LAWS, 5) SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES (INCLUDING THE AVAILABILITY THEREOF), 6) ACCESS TO THE PROPERTY, OR 7) ANY OTHER CONDITIONS EXISTING IN, UNDER OR ABOUT THE PROPERTY.

PURCHASER COVENANTS, REPRESENTS AND WARRANTS THAT: (i) PURCHASER HAS INSPECTED OR WILL INSPECT THE PROPERTY, AND IMPROVEMENTS ON THE PROPERTY, IF ANY, AND ALL MATTERS RELATING THERETO WHICH PURCHASER DESIRES; (ii) NEITHER SELLER NOR ANYONE ON SELLER'S BEHALF HAS MADE, OR IS MAKING, ANY WARRANTIES OR REPRESENTATIONS RESPECTING THE PROPERTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY; (iii) PURCHASER IS RELYING SOLELY ON PURCHASER'S OWN INVESTIGATION OF THE PROPERTY AND ALL MATTERS PERTAINING THERETO, INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL

CONDITION OF THE PROPERTY; AND (iv) EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER IS PURCHASING THE PROPERTY "AS IS."

FURTHER, PURCHASER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR MENTAL OR EMOTIONAL DISTRESS OR FEAR OF INJURY OR DISEASE BY PURCHASER OR ANY THIRD PARTY.

ANY REPORTS, REPAIRS OR WORK REQUIRED BY PURCHASER ARE THE SOLE RESPONSIBILITY OF PURCHASER, AND PURCHASER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY, OR TO CURE ANY VIOLATIONS OF LAW OR TO COMPLY WITH THE REQUIREMENTS OF ANY INSURER. PURCHASER IS SOLELY RESPONSIBLE FOR OBTAINING ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER APPROVAL OR PERMIT NECESSARY FOR TRANSFER OR OCCUPANCY OF THE PROPERTY AND FOR ANY REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT PURCHASER'S SOLE COST AND EXPENSE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSE OF ESCROW AND SHALL NOT BE DEEMED MERGED INTO THE DEED OR ANY OTHER INSTRUMENT OR CONVEYANCE DELIVERED AT THE CLOSE OF ESCROW.

PURCHASER'S INITIALS ^{DS}
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Section 9. Deed Restriction

The grant deed transferring the Property shall include the following deed restriction:

Said Property shall only be used by the Cambria Historical Society as an historic facility that is open to the public as the location for the historic Cambria Jail, and as part of the Cambria Historical District along Center Street. The Property may be used for no other purpose, other than uses ancillary to the Cambria Jail and the Historical District. If this restriction is violated, the Property shall revert back to the Cambria Community Services District.

Section 10. Close of Escrow

- (a) Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue the Title Policy in the amount of the Purchase Price, subject only to Approved Exceptions.
- (b) Seller's Deposits into Escrow. Seller shall deposit with Escrow Agent on or prior to the Close of Escrow, a grant deed executed and acknowledged by Seller conveying to Purchaser good and marketable fee simple title to the Property, subject only to the Approved Exceptions ("Deed").

- (c) Purchaser's Deposits into Escrow. Purchaser shall deposit the Escrow Agent, on or prior to the Close of Escrow, the Purchase Price in accordance with Section 2 hereof.
- (d) Closing Date. The conveyance of the Property to Purchaser and the closing of this transaction ("Close of Escrow") shall take place within thirty (30) days of the Effective Date ("Closing Date").
- (e) On the Closing Date, Escrow Agent shall close Escrow as follows:
 - (i) Record the Deed (marked for return to Purchaser) with the San Luis Obispo County Recorder (which shall be deemed delivery to Purchaser);
 - (ii) Issue the Title Policy;
 - (iii) Disburse to Seller the Purchase Price;
 - (iv) Charge Purchaser for those costs and expenses to be paid by Purchaser pursuant to this Agreement;
 - (v) Prepare and deliver to both Purchaser and Seller one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

If the Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller.

- (f) Closing Costs. Purchaser shall pay all closing costs, including, but not limited to:
 - 1. All governmental conveyancing fees and taxes due upon transfer of the Property;
 - 2. The recording charges in connection with recordation of the Deed;
 - 3. All charges in connection with issuance of a CLTA Standard Policy of Title Insurance in the amount of the Purchase Price; and
 - 4. The full escrow fee charged by Escrow Agent.

(g) Possession. Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

Section 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Section 12. Counterparts

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

Section 13. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

Section 14. Attorney's Fees

If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

Section 15. Agreement to Perform Necessary Acts

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

Section 16. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

(a) If to Seller:

Cambria Community Services District
Attn: General Manager
PO Box 65
Cambria, CA 93428

With a copy to:

Timothy Carmel
Carmel & Naccasha, LLP
694 Santa Rosa Street
San Luis Obispo, CA 93401

(b) If to Purchaser:

Cambria Historical Society
2251 Center Street
Cambria, CA 93428

With a copy to:

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party at the address contained herein.

Section 17. Governing Law

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party. Venue shall be in San Luis Obispo County Superior Court.

Section 18. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

Section 19. Waiver

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

Section 20. Recitals

The recitals contained herein are true, correct and incorporated herein by this reference.

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Section 21. Authority Documents

Each party hereto warrants and represents that their legal entity is in good standing to conduct business in the State of California, and that they have full power and authority to enter into this Agreement in accordance with their legal governance documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:
CAMBRIA COMMUNITY SERVICES
DISTRICT

DocuSigned by:
Karen Dean
By: _____
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Karen Dean
Board President

PURCHASER:
CAMBRIA HISTORICAL SOCIETY

DocuSigned by:
Melody Coe
By: _____
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Name: Melody Coe
Its: President

ATTEST:

DocuSigned by:
Haley Dodson

27CDBD8EE42E4C4...
Haley Dodson, Administrative Analyst

APPROVED AS TO FORM:

DocuSigned by:
Timothy Carmel

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Timothy Carmel, District Counsel