

MONTEREY PENINSULA REGIONAL PARK DISTRICT  
BOARD OF DIRECTORS MEETING

**DATE:** March 1, 2018  
**TO:** Board of Directors  
**FROM:** Michael J. Whilden, District Legal Counsel  
**SUBJECT:** Review and Approval of Amendment to Purchase and Sale Agreement between MPRPD and The Trust for Public Land to Extend the Close of Escrow Date on the Rancho Cañada Property

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**RECOMMENDED ACTION**

The Board is being asked to consider and approve this First Amendment to the Purchase and Sale Agreement (“PSA”) for the District’s acquisition of the Rancho Cañada property from The Trust for Public Land (“TPL”) (**ATTACHMENT 1**).

**FISCAL IMPACT:**

The Amendment to the PSA does not have a fiscal impact separate from that of the PSA, other than to confirm additional sources of funding to the District.

**FUNDING SOURCE:**

Not applicable

**FUNDING BALANCE:**

Not applicable

**DISCUSSION:**

There are four substantive provisions in this Amendment which are as follows:

1. The original PSA (**ATTACHMENT 2**) called for Close of Escrow by December 31, 2017, but allowed for a 60-day extension at the District’s option. The Board authorized the District to exercise this extension at its December 2017 Board meeting, extending the Close of Escrow deadline to March 1, 2018. Due to the complexity of this transaction, this deadline has not been met. TPL believes we can close escrow by March 31, 2018, so this Amendment sets that date as the new deadline. The Amendment also gives TPL an option to extend the Close of Escrow deadline by an additional 30 days beyond March 31, if necessary—although TPL does not believe it will be necessary.
2. This confirms TPL will be donating \$800,000.00 to the Purchase Price, which combined with the Grant funds completes the Purchase Price of \$10,250,000.00.
3. This confirms that \$1,095,905.00 in future anticipated revenue from the Cal Am water forbearance agreement will be granted from TPL to the District for the purpose of managing, operating, maintaining and/or restoring the property being acquired.

4. This provision clarifies that either the Board President or General Manager is authorized to execute all documents on behalf of the District necessary to close escrow for the acquisition. Having both officials authorized to sign should reduce any potential delays due to unavailability of one or the other.

**ATTACHMENTS:**

1. First Amendment to Purchase and Sale Agreement
2. Rancho Cañada Purchase and Sale Agreement

FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of this 1st day of March, 2018, by and between THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("**Seller**"), and MONTEREY PENINSULA REGIONAL PARK DISTRICT, a California REGIONAL PARK DISTRICT FORMED PURSUANT TO California Public Resources Code sections 5500, et seq. ("**Buyer**") with reference to the following recitals of fact:

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of November 21, 2016 (the "**Agreement**") pursuant to which Seller agreed to sell and Buyer agreed to purchase certain real property located in Monterey County, California, and more particularly described in the Agreement. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

B. Seller and Buyer now desire to amend the Agreement to provide for an extension of the date of closing and other matters in connection with the purchase and sale of the Property.

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Agreement is amended as follows:

AGREEMENT

1. Amended and Restated Section 4. Section 4 of the Agreement is hereby amended and restated in its entirety, as follows, upon execution of this Amendment:

**4. Escrow and Closing.** Escrow Holder. Seller will open an escrow with Chicago Title Insurance Company, (the "**Escrow Holder**"), located at 455 Market Street, Suite 2100, San Francisco, CA 94105, Attn: Terry Duwel, Commercial Escrow Officer; Direct Line: (415) 291-5113; Fax: (415) 896-9423, for the purpose of consummating the purchase and sale of the Property in accordance with the terms hereof. Escrow shall close no later than March 31, 2018 (the "**Closing Date**"), provided however, that Seller shall have the right to a one-time extension of the Closing Date for up to thirty (30) days, which right may be exercised by written notice to Buyer prior to the scheduled Closing Date. The closing of the transaction shall be carried out pursuant to this Section 4. Consummation of the transaction pursuant to this Section 4 shall be referred to as the "**Close of Escrow.**"

2. Land Value Donation to Buyer. Notwithstanding anything to the contrary in Section 2 of the Agreement, Seller will make a land value donation to the Buyer, at closing, in the amount of Eight Hundred Thousand Dollars (\$800,000.00), such land value donation to be reflected in a credit to Buyer against the Purchase Price payable by Buyer at Close of Escrow.

3. Grant to Buyer. Subject to Seller's receipt of certain water forbearance payments pursuant to that certain Voluntary Agreement for the Temporary Forbearance of Diversion of Water, dated April 25, 2016, between Seller and California-American Water Company ("CalAm"), a California corporation, and subject to Seller's receipt of consideration from SLC for the transfer of a 5.5-acre portion of Seller's Property as the SLC Property, Seller agrees to make a grant to Buyer in the total amount of One Million Ninety Five Thousand Nine Hundred and Five Dollars (\$1,095,905.00); Buyer agrees it shall use these payments from Seller solely for management, operation, maintenance, restoration and enhancement of the real property; and Buyer shall submit an annual report by March 31 of each year that describes how the Seller payments were spent in the prior calendar year. The Forbearance Agreement may be extended to December 31, 2020 at CalAm's option.

4. Buyer's Authority to Execute Documents. In order to successfully achieve the goals and purposes of the Agreement, including timely closing Escrow so as to preserve sources of grant funding for the acquisition of the Property, both the President of the Board of Directors of Buyer and the General Manager of Buyer are authorized to execute such documents on behalf of Buyer as necessary to complete the transaction, including without limitation Escrow Instructions and those documents to be executed in Escrow. Only one signature from either official shall be required to bind Buyer. District Legal Counsel shall approve as to form and legality any such documents to be executed.

5. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. This Amendment may be executed and delivered to the other party by facsimile transmission and a facsimile signature shall have the same legal effect as an original signature.

6. Entire Agreement. The Agreement, as amended by this Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Agreement, as so amended, and no provision of the Agreement, as so amended, may be modified, amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

7. Force and Effect. Except as modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Amendment and the Agreement as to the specific matters which are the subject of this Amendment, the terms and conditions of this Amendment shall control. This Amendment shall be construed to be a part of the Agreement and shall be deemed incorporated in the Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

SELLER:

THE TRUST FOR PUBLIC LAND,  
a California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
Tily Shue, Senior Counsel

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

BUYER:

MONTEREY PENINSULA REGIONAL  
PARK DISTRICT, a park district formed  
under the laws of California

By: \_\_\_\_\_  
Kelly Sorenson, Board President

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

Approved as to form

\_\_\_\_\_  
Michael J. Whilden, MPRPD Legal Counsel

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is dated as of November 21, 2016 and entered into by and between THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("**Seller**") and MONTEREY PENINSULA REGIONAL PARK DISTRICT, a California regional park district formed pursuant to California Public Resources Code sections 5500, et seq. ("**Buyer**").

### RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

#### SELLER:

The Trust for Public Land  
101 Montgomery Street, Suite 900  
San Francisco, CA 94104  
Attn: Tily Shue, Esq.  
Tel: (415) 495-5660  
FAX: (415) 442-0487  
Email: [tily.shue@tpl.org](mailto:tily.shue@tpl.org)

#### BUYER:

Monterey Peninsula Regional Park District  
60 Garden Court, Suite 325  
Monterey, CA 93940  
Attn: Rafael Payan, General Manager  
Tel: (831) 372-3196  
FAX: (831) 372-3197  
Email: [payan@mprpd.org](mailto:payan@mprpd.org)

Copies of any notice to Seller should also be sent to:

The Trust for Public Land  
101 Montgomery St., Suite 900  
San Francisco, CA 94104  
Attn: David Sutton  
Tel: \_\_\_\_\_  
FAX: (415) 495-0541  
Email: [dave.sutton@tpl.org](mailto:dave.sutton@tpl.org)

Copies of any notice to Buyer should also be sent to:

Office of the County Counsel  
County of Monterey  
168 W. Alisal Street, Third Floor  
Salinas, CA 93901  
Attn: Michael J. Whilden  
Tel: (831) 755-5045  
FAX: (831) 755-5283  
Email: [whildenm@co.monterey.ca.us](mailto:whildenm@co.monterey.ca.us)

B. Seller holds (i) title to 140 acres of real property in Monterey County, California, commonly referred to as the Hatton property, APNs 015-162-033, 015-162-041, 015-162-042, 015-162-043, 015-162-044, 015-162-045, 015-162-046 and 015-162-047, as more particularly described in Exhibit A-1 attached to this Agreement (the "**Hatton Property**"), and (ii) the effective right pursuant to an existing purchase and sale agreement to purchase 50 acres of real property in Monterey County, California, sometimes referred to as "the Iceberg," APN 157-181-004, as more particularly described in Exhibit A-2 attached to this Agreement (the "**Iceberg Property**"). For purposes of this Agreement, the Hatton Property and the Iceberg Property shall be collectively referred to as "**Seller's Property**." Seller wishes to sell, subject to Seller's prior acquisition thereof, a certain portion of Seller's Property, in alternate configurations as more particularly set forth in Exhibit A-3 attached hereto and incorporated herein by this reference, including all tenements, hereditaments, and appurtenances, including, improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil,

gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits in any way related to or accruing to the use and benefit of that real property (collectively, the "**Property**"). The Parties acknowledge that the Property will not include (i) the portion identified as SLC Property (as set forth in Exhibit A-3 referred to in Section 1a. below) , which portion is intended to be acquired by San Lucia Conservancy, a California nonprofit public benefit corporation ("**SLC**"), and (ii) ) any additional area that the Parties and SLC may mutually agree to convey in fee to SLC.

C. The Hatton Property is encumbered with a ground lease in favor of Rancho Canada de la Segunda, Inc. ("**RC Inc.**") that will expire on December 31, 2017 (the "**Hatton Ground Lease**"). RC Inc. granted a sublease in favor of Eagle Ridge Golf Food & Beverage, Inc. dba Wedgewood Wedding & Banquet Center ("**Wedgewood**") that will expire on December 31, 2017 (the "**F&B Sublease**"). The Iceberg Property is encumbered with a ground lease in favor of RC Inc. that will expire on December 31, 2017 (the "**Iceberg Ground Lease**").

D. Buyer wishes to purchase the Property from Seller for use as open recreational space for the benefit of the public, including without limitation to enable protection and restoration of the Carmel River, floodplain and associated habitat; to improve access to Palo Corona Regional Park; and to provide a permanent headquarters and environmental education facilities for the Buyer, facilities for conservation organizations, and a dedicated outdoor classroom and education area on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale Agreement.** For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell, and Buyer hereby agrees to purchase and acquire the Property, subject to certain use restrictions as may encumber the Property. This Agreement shall be effective on the date that it is signed by both parties hereto (the "**Effective Date**").

a. The Property. Subject to the availability of public and private funding, Seller may elect to sell all of the Seller's Property, or a portion thereof configured as follows:

(i) That portion of Seller's Property identified in Exhibit A-3 as Alternate One, as delineated and identified as all of APNs 015-162-033, 015-162-041, 015-162-042, 015-162-043, 015-162-044, 015-162-045, and 157-181-004, as well as a portion of APNs 015-162-046 and 015-162-047.

(ii) All of Seller's Property, less that portion delineated and identified as all of APNs 015-162-033, 015-162-041, 015-162-042, 015-162-043, 015-162-044, and 015-162-045, as well as a portion of APNs 015-162-046, 015-162-047, and 157-181-004 identified in Exhibit A-3 as Alternate Two; or

(iii) All of Seller's Property, less that delineated and identified as all of APNs 015-162-041, 015-162-042, 015-162-044, and 015-162-045, as well as a portion APNs 015-162-033, 015-162-043, 015-162-046, 015-162-047, and 157-181-004, identified in Exhibit A-3 as Alternate Three.

Seller and Buyer may also elect for the Property to be sold in portions to Buyer at different times, depending upon the availability of funding to Buyer, at an agreed upon proportionate Purchase Price, so long as Buyer remains obligated to purchase the full amount of Property Seller elects to sell to Buyer. No later than September 30, 2017, Seller shall notify Buyer of the approval of public funding, and elect the definitive portion of Seller's Property that will be transferred to Buyer as the Property pursuant to this Agreement. Seller shall notify Buyer of any portions of Seller's Property to be sold separately to other buyers, identifying the portions, buyers and intended uses (if known) prior to the sale. Buyer shall not have any right to disapprove of any such sale, unless the sale would substantially impair Buyer's and/or the public's access to PCRCP, in which case Buyer's written consent is required.

b. Other property, leases and licenses. Seller agrees that the transfer of the Property to Buyer shall include (i) the assignment of such of Seller's interest in the Hatton Ground Lease, if the transfer occurs before December 31, 2017; and (ii) the transfer of certain personal property comprising furnishings and equipment provided to Wedgewood by RC Inc. under the F&B Sublease, subject to Seller's prior acquisition thereof, such furnishings and equipment as set forth in Exhibit D attached hereto and incorporated herein by this reference. Buyer acknowledges and agrees that it is the intent of the Seller to secure (A) an amendment of the F&B Sublease, on terms agreeable to RC Inc. and Wedgewood as contemplated in Seller's agreement with RC Inc., providing for change in use of the leased premises for the final year of the Hatton Ground Lease from January 1 to December 31, 2017; (B) the grant of a license by RC Inc., or an amendment to the Hatton Ground Lease, permitting Buyer certain specified use of the leased premises for calendar year 2017; and (C) the execution of a new one-year Event Space Lease between Seller and Wedgewood, to commence on January 1, 2018, with terms and conditions acceptable to Buyer, whose consent will not be unreasonably withheld.

c. Interim use and management of the land. Subject to Seller's prior acquisition thereof, Buyer desires to have access to and interim use of Seller's Property, prior to the Close of Escrow under this Agreement. The parties agree to provide for Buyer's interim use and management of Seller's Property, as follows: (i) during the term of the Hatton Ground Lease and the Iceberg Ground Lease through December 31, 2017, any proposed interim use and management of the Seller's Property will be upon terms and conditions agreeable between Buyer and Seller and acceptable to RC Inc., as the ground lessee with the right of possession and use of the land; and (ii) upon the expiration of the Hatton Ground Lease and the Iceberg Ground Lease on December 31, 2017, any proposed interim use and management of the Seller's Property will be upon terms and conditions agreeable between Buyer and Seller.

d. Long-term use and management of the Property. Buyer acknowledges that it is the intent of the Parties that, after conveyance into public ownership, certain actions, including without limitation (i) long-term habitat research, (ii) floodplain and habitat restoration, and (iii) management of the ponds on the Property as seasonal habitats for species of conservation concern, including California red-legged frog, California tiger salamander and tricolor blackbird, will be undertaken by Buyer. Buyer intends to work in collaboration with Trout Unlimited and Santa Lucia Conservancy, and possibly with other supportive conservation organizations, as well as interested members of the community, to develop a restoration plan for the Property. Buyer further acknowledges that it is the intent of the Parties, and the expectation of the public agencies providing funding for the protection and conservation of the Hatton Property and the Iceberg Property, that the riparian water associated with the Property, less that amount retained by Buyer for its purposes, will be dedicated permanently for instream beneficial use, upon the termination of the Forbearance Agreement (referred to in Section 3.1(b) below), excepting up to



5 acre-feet annually for landscape irrigation and other park uses and up to 10 acre-feet annually for habitat restoration and preservation. Any water from the 5 acre feet annually reserved for landscape irrigation and other park uses, if not so used, may be used for habitat restoration and preservation purposes at Buyer's election. Buyer agrees that it shall take all such actions as may be necessary to ensure such permanent dedication of the riparian water associated with the Property, less that amount retained by Buyer for its purposes. The Parties agree and acknowledge that various sources of acquisition funding for public recreational open space require public access to the Property, and Buyer agrees that the Property will be open to the general public, as soon as practicable, but in no event later than two (2) years after the Close of Escrow pursuant to this Agreement.

e. Wells on Adjacent Property. Buyer knows that Cal Am owns adjacent land comprising an in-holding within the southeast portion of Parcel 3 of the Hatton Property and operates two water wells on that land, identified as "Rancho Canada Well # 2" and "Eastwood/Canada Well". Buyer acknowledges that, pursuant to the requirements of California Department of Water's Drinking Water Division, there is a 50-foot protection zone surrounding each of the two wells, which precludes activities or development that could potentially contaminate the water in the wells. Buyer agrees that it will not undertake or permit any activity or development within the 50-foot protection zones, to the extent that such zones overlap with the Property, that would adversely affect the drinking water quality in the wells or otherwise pose a threat to public health.

2. **Real Property Purchase Price.** The total purchase price (hereinafter called the "**Purchase Price**") to be paid by Buyer to Seller for the Property shall be no more than Ten Million Two Hundred Fifty Thousand Dollars (\$10,250,000.00), but is anticipated to be less, depending on the configuration of Seller's Property that is delineated to constitute the Property. The Parties agree that the applicable Purchase Price for the definitive configuration that comprise the Property shall be (i) no greater than the fair market value of the specific alternate configuration of Seller's Property set forth in Schedule 1, and (ii) limited to the aggregate amount of public and private funds raised from third-party sources by or on behalf of Buyer for the purpose of achieving Buyer's purchase of the definitive configuration of Seller's Property that comprise the Property. No later than November 20, 2017, Buyer and Seller shall stipulate to the applicable Purchase Price for the definitive alternate configuration that shall comprise the Property. The Purchase Price shall be payable upon Close of Escrow, in cash, or partly in cash and partly by assignment of the rights to receive future payments under certain agreements to be assigned by Seller to Buyer, set forth in Exhibit [x] attached hereto and incorporated herein. Buyer and Seller acknowledge their mutual intent that the Purchase Price shall be funded from third-party sources rather than from Buyer's assets and income. Therefore, notwithstanding anything herein to the contrary, Buyer shall only be obligated to pay the Purchase Price pursuant to this Agreement to the extent funding from third-party sources is obtained. If funding raised from third-party sources for purchase of the Property is insufficient to meet the Purchase Price of the Property, Buyer shall not be obligated to pay Seller more than the aggregate amount of funds raised from third-party sources.

a. Buyer payments. Buyer agrees to pay One Hundred Seventy-Five Thousand Dollars (\$175,000.00) to Seller for the personal property comprising furnishings and equipment described in Section 1(b)(ii), and One Hundred Twenty Thousand Dollars (\$120,000.00) to Seller for fees incurred by Seller due to Buyer's election not to extend the F&B Sublease for an additional five-year term upon conveyance of the Property to Buyer. Buyer shall pay both amounts, totaling Two

Hundred and Ninety-Five Thousand Dollars (\$295,000.00), to Seller at the Close of Escrow, from Buyer's own funds or assets/income, and not from funds raised by or on behalf of Buyer from third-party funding sources, whether public or private.

3. **Deposit.** Upon the execution of the Agreement, Buyer shall deliver a check in the amount of One Thousand Dollars (\$1,000.00) ("Deposit") to the "Escrow Holder" defined in Section 4 below. Unless Buyer delivers its "Notice of Termination" in accordance with Section 3.2 below, the Deposit shall become non-refundable, except in the event of a Seller default or the failure of a closing condition in favor of Buyer, and shall be applicable to the Purchase Price.

3.1 Title.

(a) PTR. Seller has furnished to Buyer a preliminary title report dated as of July 20, 2016 (the "PTR") issued by Chicago Title Insurance Company ("**Title Company**") and copies of all documents referred to as exceptions to title in the PTR.

(b) Buyer and Seller acknowledge that the Property shall be transferred at the "Close of Escrow," as defined in Section 4 below, subject to certain use restrictions required by funding sources for the acquisition of the Property (the "Deed Restrictions"), and subject to that certain Water Forbearance Agreement dated April 26, 2016, between Seller and California American Water Company, governing the use of riparian water appurtenant to Seller's Property (the "Forbearance Agreement"). Further, upon Seller's acquisition of title, the Property will become subject to the terms and conditions of certain funding sources, potentially including, but not limited to grant agreements with possible public funding sources, such as Wildlife Conservation Board, State Coastal Conservancy, EEMP, DFW, etc. (collectively, "Grant Agreements"), the purposes of which are expected to be to conserve the Property for wildlife habitat preservation and related purposes, compatible public uses, and permanent dedication of riparian water for instream beneficial use in the Carmel River. Buyer understands and the parties mutually intend that the Property, upon transfer to Buyer, will continue to be subject to the terms and conditions of the Grant Agreements, as well as the Deed Restrictions.

(c) Monetary Liens. In any event and notwithstanding anything to the contrary herein, Seller shall provide that all monetary liens and encumbrances (except any statutory liens for non-delinquent real property taxes) are removed from title on or before the Close of Escrow.

3.2 Buyer's Feasibility Investigations. From the Effective Date to the earlier of forty-five (45) days thereafter or December 15, 2016 ("Feasibility Period"), or the termination of this Agreement, Buyer shall have the right to physically inspect, and to the extent Buyer desires, to cause one or more representatives, agents, employees or contractors of Buyer (collectively, "**Representatives**") to physically inspect, the Property. Buyer shall make all inspections in good faith and with due diligence and at its sole risk and expense and agrees not to disturb or remove anything from the Property. Buyer shall indemnify Seller for all liability or expense arising out of claims for injury to or death of persons or physical damage to property, to the extent caused by Buyer or its Representatives in the course of exercising Buyer's right of entry hereunder. Notwithstanding anything to the contrary in the Agreement, this obligation to indemnify will survive the Close of Escrow or earlier termination of this Agreement. No later than five (5) days after the Effective Date, Seller will make available to

Buyer such documents as may be in Seller's possession pertaining to the physical condition of the Property, all such documents to be provided in good faith, without any Seller representation or warranty as to its accuracy or completeness. If Buyer does not deliver written "Notice of Termination" to Seller at or prior to the end of the Feasibility Period, Buyer shall be deemed to have satisfied itself with all aspects of the Property and elected to proceed with this Agreement.

3.3 Changes in Condition. The time period from the Effective Date to the Close of Escrow shall be referred to as the "**Term.**"

(a) Seller's Notice. Seller shall notify Buyer of a Change in Condition promptly after Seller is aware of such Change in Condition. Any of the following events are a "**Change in Condition**". For purposes of this subsection (a), the term "Seller Representative" shall mean David Sutton, TPL's California Conservation Director.

(1) New, materially adverse exceptions to title which appear on any supplemental title report issued by the Title Company during the Term ("**Supplemental PTR**");

(2) receipt by Seller Representative, without any duty to inquire, of actual notice during the Term of material adverse damage or destruction to the Property or any portion thereof which occurs during the Term;

(3) receipt by Seller Representative, without any duty to inquire, of actual notice during the Term of (i) any potential eminent domain proceedings affecting all or a material portion of the Property, (ii) the commencement of such proceedings during the Term, or a (iii) a taking during the Term of all or a material portion of the Property by eminent domain; or

(4) receipt by Seller Representative, without any duty to inquire, of information or change of circumstance that would make Seller's representations and warranties in Section 6 materially untrue as of the Closing Date.

(b) Buyer's Options. If a material Change in Condition occurs which materially affects the value of the Property, other than any change caused by acts or omissions of Buyer or its representatives, agents, or invitees, Buyer shall have the right, at its option, as set forth in written notice delivered to Seller by the earlier of the end of the Term or ten (10) business days after Seller notifies Buyer of the Change in Condition, to either (i) terminate this Agreement and neither party shall have any further liability or obligation to the other except for Buyer's obligations which are expressly intended to survive; or (ii) proceed with the purchase of the Property, and accept the Property without remedy for the Change in Condition, without any monetary credit, and without a reduction in the Purchase Price (except as set forth in this paragraph). If Buyer does not deliver any notice to Seller within such ten (10) business day period, Buyer shall be deemed to have elected option (ii). In the case of an insured casualty, if Buyer does not terminate this Agreement and agrees to accept the Property, all proceeds of any insurance payable to Seller by reason of such Change in Condition shall be paid or assigned to Buyer. In the case of a condemnation/eminent domain proceeding, if Buyer does not terminate the Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received or to be received by

Seller as a result of such proceedings or Buyer shall proceed to close with an assignment by Seller of all Seller's right, title and interest in and to all such awards and proceeds.

4. **Escrow and Closing.** Escrow Holder. Seller will open an escrow with Chicago Title Insurance Company, (the "**Escrow Holder**"), located at 455 Market Street, Suite 2100, San Francisco, CA 94105, Attn: Terry Duwel, Commercial Escrow Officer; Direct Line: (415) 291-5113; Fax: (415) 896-9423, for the purpose of consummating the purchase and sale of the Property in accordance with the terms hereof. Escrow shall close no later than 12/31/17 (the "**Closing Date**"), provided that Buyer shall have the right to a one-time extension of the Closing Date for sixty (60) days, which right may be exercised by written notice to Seller and the delivery of an additional Deposit of Ten Thousand Dollars (\$10,000.00) to Escrow Holder prior to the scheduled Closing Date; the additional Deposit shall be treated in the same manner as the initial Deposit for any and all purposes hereunder. The closing of the transaction shall be carried out pursuant to this Section 4. Consummation of the transaction pursuant to this Section 4 shall be referred to as the "**Close of Escrow.**"

4.1 Documents.

(a) Seller's Documents. At least one (1) business day before the Closing Date, Seller shall deposit into Escrow:

(1) one (1) original duly executed, acknowledged and dated grant deed in a form suitable for recordation, conveying to Buyer fee simple title to the Property ("**Grant Deed**"), which shall be recorded in the Official Records of Monterey County, California at the Close of Escrow, in substantially the form attached hereto as Exhibit B;

(2) one (1) original of an affidavit from Seller which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended, duly executed by Seller in substantially the same form as set forth in attached Exhibit C;

(3) one (1) counterpart signature on the joint escrow instructions between Buyer and Seller, which will be prepared consistent with the terms of this Agreement;

(4) one (1) California Form 593-C duly executed by Seller; and

(5) such other instruments and documents as may be reasonably required by Escrow Holder and/or Title Company to transfer the Property to Buyer and issue the Title Policy (as defined below).

(b) Buyer's Documents. At least one (1) business day before the Closing Date, Buyer shall deposit into Escrow:

(1) one (1) counterpart signature on the joint escrow instructions between Buyer and Seller, which will be prepared consistent with the terms of this Agreement;

(2) the authorizing resolution of Buyer's governing board, or other documentation authorizing Buyer to consummate this transaction and indicating the individual(s) authorized to execute all closing documents on behalf of Buyer; and

(3) such other instruments and documents as may be reasonably required by Escrow Holder and/or Title Company to transfer the Property to Buyer.

4.2 Funds. At least one (1) business day before the Closing Date, Buyer shall deposit into Escrow by wire transfer (i) an amount which shall equal the Purchase Price, [which shall not exceed the aggregate amount of public and private funds raised from third-party sources by or on behalf of Buyer for the purpose of achieving Buyer's purchase as of the date of deposit] and (ii) the amount of Two Hundred and Ninety-Five Thousand Dollars (\$295,000.00) as provided in Section 2(a), plus/minus any additional amounts necessary to cover costs, credits and/or prorations under this Agreement. If amounts are sent by check rather than wire transfer the checks must clear at least one (1) business day before the Closing Date.

(a) Prorations.

(1) All real and personal property taxes based on the most recent property tax bills available, bonds, additional taxes, special assessments, rents, issues and profits from the Property, and such other matters as the parties shall instruct Escrow Holder shall be prorated as of the Close of Escrow, or cancelled as of the date of Close of Escrow, if applicable.

(2) Any tax bills received by Buyer after the Close of Escrow relating to a period before the Close of Escrow shall be prorated between the parties as if said tax bills had been available as of the Close of Escrow. The provisions of this Section 4.2(a)(2) shall survive the Close of Escrow.

(b) Closing Costs. Closing fees and charges will be allocated according to the custom of Monterey County as determined by the Escrow Holder, or if there is no custom, closing fees will be allocated equally between the parties. Each party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

4.3 Possession. Seller shall deliver possession of the Property to Buyer as of the Close of Escrow in vacant condition, without leases, and free of contracts, agreements, or parties in possession other than (i) the Hatton Ground Lease, the Iceberg Ground Lease, and the F&B Sublease, if Buyer has consented, which consent will not be unreasonably withheld, to the modification or renewal of the F&B Sublease, or the Event Space Lease contemplated in Section 1(b), and anyone having a right of entry thereunder; (ii) that certain Water Forbearance Agreement and anyone having a right of entry thereunder; and (iii) SLC and its invitees for the purpose of environmental education and related uses, consistent with the understanding of the Parties and SLC as to the terms of a non-exclusive easement, with terms and conditions acceptable to Buyer, whose consent will not be unreasonably withheld.

4.4 Title Insurance Policy. Title to the Property shall be insured effective as of Close of Escrow by a CLTA standard coverage owner's policy of title insurance (the "**Title Policy**"), issued by the Title Company, with liability in the amount of the Purchase Price, or the appraised fair market value, insuring title to the Property to be vested in Buyer, subject only to

(i) the exceptions to title in the PTR; (ii) new exceptions to title in any Supplemental PTR that are not materially adverse; (iii) new, materially adverse exceptions to title in any Supplemental PTR if, notwithstanding, Buyer has agreed under Section 3.3(b)(ii) to proceed with the purchase and accept the Property without remedy, monetary credit, or reduction of the Purchase Price; (iv) the encumbrance of the Grant Agreements and the Deed Restrictions; and (v) current real estate taxes and assessments not delinquent, if applicable. Buyer agrees that its only remedy arising by reason of any defect in title shall be against the Title Company.

4.5 Conditions to Closing. If, upon the close of Escrow, any condition precedent set forth in this Section 4.5 is not satisfied or waived by the party for whose primary benefit it exists said benefited party may terminate this Agreement by written notice to the other party, and the parties shall have no further obligation to each other under this Agreement except for Buyer's obligations which are expressly intended to survive.

(a) Buyer's Conditions.

- (1) Approval of this transaction by the Governing Board of Buyer;
- (2) All instruments described in Section 4.1(a) have been delivered to the Escrow Holder;
- (3) Title Company is in a position and is prepared to issue to Buyer the Title Policy;
- (4) All representations and warranties made by Seller in Section 6 below shall be true and correct in all material respects as of the Closing Date; and
- (5) Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by Seller before, or as of, the Closing Date.

(b) Seller's Conditions.

- (1) Approval of this transaction by the Board of Directors of Seller;
- (2) Approval as may be required by the County of Monterey of any proposed land division to carve out portion of Seller's Property to achieve the definitive configuration that comprise the Property for the purpose of transfer to the Buyer;
- (3) Available funds raised by or on behalf of Buyer from third-party funding sources that aggregate to the amount of the stipulated Purchase Price;
- (4) All instruments described in Section 4.1(b) have been delivered to the Escrow Holder;
- (5) All funds described in Section 4.2 have been delivered to the Escrow Holder;

(6) All representations and warranties made by Buyer in Section 7 below shall be true and correct in all material respects as of the Closing Date; and

(7) Buyer shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by Buyer before, or as of, the Closing Date.

## 5. Buyer's Covenants.

5.1 No Interference. Buyer shall not interfere with or hinder the operation of the Property, unless consistent with the interim management of the Property pursuant to Section 1(c) of this Agreement, before the delivery of possession thereof to Buyer at the Close of Escrow.

5.2 Adequacy of Buyer's Inspection. If Buyer acquires the Property from Seller, then Buyer agrees that it shall have had adequate access to the Property and shall have had the opportunity to conduct any and all inspections of the Property to its full and complete satisfaction. Buyer acknowledges that it will be purchasing the Property with full knowledge of any and all conditions of the Property. Buyer acknowledges that it is fully capable of evaluating the Property's suitability for Buyer's intended use. Buyer agrees that (i) Buyer shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); (ii) Buyer is relying solely upon such inspections, examination, and evaluation of the Property by Buyer in purchasing the Property.

### 5.3 AS-IS.

(a) The Property is being sold and conveyed hereunder and Buyer agrees to accept the Property "AS IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by Seller except as expressly set forth in Section 6 hereof.

(b) Buyer acknowledges and agrees that, other than the representations and warranties set forth in Section 6 hereof, Seller makes no representations or warranties, express or implied, as to the Property or the transaction contemplated by this Agreement. Buyer acknowledges and agrees that, other than the representations and warranties set forth in Section 6 hereof, no person acting on behalf of Seller is authorized to make (and by the execution hereof, Buyer hereby agrees that no person has made) any representation, agreement, statement, warranty, guaranty, or promise regarding the Property or the transaction contemplated herein. Buyer acknowledges and agrees that no representation, warranty, agreement, statement, guaranty, or promise, if any, made by any person acting on behalf of Seller which is not contained in Section 6 below shall be valid or binding upon Seller. Buyer hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties, or covenants (other than the representation and warranties set forth in Section 6 hereof), whether express or implied, that may have been made or given, or that may be deemed to have been made or given, by Seller. Buyer hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

5.4 RELEASE. UPON THE CLOSE OF ESCROW, OTHER THAN WITH RESPECT TO A BREACH OF AN EXPRESS REPRESENTATION OF SELLER AS SET FORTH IN SECTION 6 HEREOF, BUYER HEREBY AGREES TO ASSUME ALL RISKS AND LIABILITIES, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY OR AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING). EXCEPT FOR A BREACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6, BUYER HEREBY WAIVES AND RELEASES SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PRINCIPALS, AGENTS, ATTORNEYS, EMPLOYEES AND SUBSIDIARIES, FROM ANY AND ALL CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, EXPENSES, DEMANDS, LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY OR AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING), UNLESS DIRECTLY AND SOLELY CAUSED BY SELLER'S RECKLESS ACTION OR INTENTIONAL MISCONDUCT ON THE PROPERTY AFTER THE CLOSE OF ESCROW.

Buyer's Initials: KJS

5.5 INDEMNITY.

(a) UPON THE CLOSE OF ESCROW BUYER AGREES TO INDEMNIFY, DEFEND, PROTECT, AND HOLD SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PRINCIPALS, AGENTS, ATTORNEYS AND SUBSIDIARIES HARMLESS FROM ANY AND ALL INJURIES, LOSSES, LIENS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ACTUALLY SUSTAINED BY SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PRINCIPALS, AGENTS, ATTORNEYS, EMPLOYEES, OR SUBSIDIARIES THAT RESULT FROM ANY CLAIM, DEMAND, LIABILITY, LIEN, RIGHT, OR CAUSE OF ACTION MADE, INSTITUTED OR BROUGHT AT ANY TIME IN CONNECTION WITH BUYER'S OWNERSHIP OF THE PROPERTY, EXCEPT TO THE EXTENT DIRECTLY AND SOLELY CAUSED BY SELLER'S RECKLESS ACTION OR INTENTIONAL MISCONDUCT ON THE PROPERTY AFTER THE CLOSE OF ESCROW. SELLER SHALL GIVE BUYER PROMPT WRITTEN NOTICE OF ANY SUCH CLAIMS TO WHICH BUYER'S INDEMNIFICATION OBLIGATION APPLIES, AND BUYER THEREAFTER SHALL BE RESPONSIBLE TO PAY, SETTLE, COMPROMISE, OR LITIGATE SUCH CLAIM, AT NO EXPENSE OR LIABILITY TO SELLER. SELLER SHALL HAVE THE RIGHT TO PARTICIPATE, AT ITS OWN COST AND EXPENSE, IN THE DEFENSE OF SUCH CLAIM. NO SUCH CLAIM MAY BE SETTLED OR COMPROMISED BY BUYER OR SELLER WITHOUT FIRST OBTAINING WRITTEN APPROVAL OF THE PROPOSED SETTLEMENT OR COMPROMISE FROM BUYER AND SELLER, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

(b) NOTWITHSTANDING ANYTHING SET FORTH IN THE INDEMNIFICATION CONTAINED ABOVE, THE INDEMNITY BY BUYER OF SELLER



SHALL NOT COVER LIABILITY OF SELLER ARISING BEFORE THE CLOSE OF ESCROW.

5.6 SURVIVAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE PROVISIONS SET FORTH IN THIS SECTION 5 SHALL SURVIVE THE CLOSE OF ESCROW.

6. **Seller's Representations and Warranties.** Seller represents to Buyer that:

6.1 Power and Authority. Seller is a California nonprofit public benefit corporation, legally existing, and with the power to acquire real property in the State of California. The execution and delivery by Seller of this Agreement, and Seller's performance hereunder, including closing the transaction contemplated herein, are within Seller's corporate powers and have been duly authorized by all requisite action, and the person executing this Agreement on behalf of Seller has the authority to do so.

6.2 Valid Agreement. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

6.3 No Breach. Performance of this Agreement by Seller will not result in a breach of, or constitute any default under any agreement or instrument to which Seller is a party, which breach or default will adversely affect Seller's ability to perform its obligations under this Agreement.

6.4 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

6.5 Bankruptcy. Seller (a) is not in receivership or dissolution; (b) has not made any assignment for the benefit of creditors; (c) has not admitted in writing its inability to pay its debts as they mature; (d) has not been adjudicated a bankrupt; (e) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state, and (f) does not have any such petition described in subclause (e) above filed against Seller.

6.6 Legal Proceedings. To the actual knowledge of Seller's representative, Dave Sutton, without any duty to inquire, there are no actions, suits, or other legal proceedings currently pending or threatened that affect the Property.

6.7 Hazardous Substances. To the actual knowledge of Seller's representative, Dave Sutton, without any duty to inquire, the Property is free from hazardous wastes and substances, including without limitation petroleum hydrocarbons or byproducts thereof, as defined by applicable state and federal law, and is in full compliance with all federal, state, and local environmental protection laws, regulations and licenses applicable thereto. Except as specifically stated in the preceding sentence, Seller makes no representations or warranties with the respect to the subject matter of this provision and the Buyer acknowledges and

accepts that the Property will be sold on an "as-is" basis and subject to the terms and provisions of this Agreement, including without limitation Section 5.3.

**7. Buyer's Representations and Warranties.** Buyer represents to Seller that:

7.1 Power and Authority. Buyer is a California regional park district formed pursuant to California Public Resources Code sections 5500, et seq., duly formed, legally existing, and qualified to do business in the State of California. The execution and delivery by Buyer of this Agreement, and Buyer's performance hereunder, including closing the transaction contemplated herein, are within Buyer's corporate powers and have been duly authorized by all requisite action, and the person executing this Agreement on behalf of Buyer has the authority to do so.

7.2 Valid Agreement. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

7.3 No Breach. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party, which breach or default will adversely affect Buyer's ability to perform its obligations under this Agreement.

7.4 No Bankruptcy. Buyer (a) is not in receivership or dissolution, (b) has not made any assignment for the benefit of creditors, (c) has not admitted in writing its inability to pay its debts as they mature, (d) has not been adjudicated a bankrupt, (e) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in (e) filed against Buyer.

**8. Remedies.**

8.1 Buyer's Remedies. If Seller defaults in the performance of Seller's obligations, promises or agreements under this Agreement, or if Seller breaches any of its representations or warranties hereunder, Buyer may terminate this Agreement and pursue Seller for actual damages and Seller shall not be liable to Buyer for any punitive, speculative or consequential damages, or Buyer may bring an action for specific performance of this Agreement. Buyer specifically acknowledges that it shall not have any remedy whatsoever against Seller for any default by Seller under this Agreement unless Buyer is in full compliance with all the terms and conditions hereof.

8.2 Seller's Remedies. If Buyer defaults in the performance of any of Buyer's obligations, promises, or agreements under this Agreement or if Buyer breaches any of its representations or warranties hereunder, Seller shall be entitled to exercise any remedy available to Seller by law or equity, including an action for specific performance and/or an action for damages.

**9. Miscellaneous.**

9.1 No Broker. Each party represents to the other that it has not used a real estate broker or finder in connection with this Agreement or the transaction contemplated by this Agreement. If any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted shall indemnify and hold the other party harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

9.2 Notices. All notices, requests, demands, approvals, consents or other communications required or permitted by this Agreement shall be addressed as set forth in Recital A, shall be in writing and shall be sent by (a) nationally recognized overnight courier, or (b) facsimile or telecopy and shall be deemed received (i) if delivered by overnight courier, when received as evidenced by a receipt, or (ii) if given by facsimile or telecopy, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or telecopy must also be sent within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. Buyer and Seller hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section. Notice of change of address shall be given by written notice and in the manner detailed in this Section 9.2. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or other communication sent.

9.3 Assignment. Buyer may not assign its rights under this Agreement, and any assignment by Buyer in contravention of this provision shall be void and shall not relieve Buyer of its obligations and liabilities hereunder.

9.4 Attorneys' Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court or through arbitration to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other remedy, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorneys' fees and all court and/or arbitration costs, costs of appeal and disbursements actually and reasonably incurred in connection with said proceeding.

9.5 Section Headings. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

9.6 Entire Agreement. This Agreement is intended to be a final expression of the parties' agreement and constitutes the final, complete, and exclusive agreement between the parties about the subject matter of this Agreement. All prior and contemporaneous statements, agreements, representations, and understandings, oral or written, are merged into and superseded by this Agreement. No parol or extrinsic evidence of any kind may be used to vary, contradict, supplement, or add to the terms of this Agreement.

9.7 Interpretation; Independent Counsel. Each party to this Agreement has substantial experience with the subject matter of this Agreement and has each fully participated in the negotiation and drafting of this Agreement and has been advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter. Each party represents and warrants to the other that it has completely read and fully understands the provisions of this Agreement; and in executing this Agreement it has not relied on any promise or representation made by any person other than the promises and representations expressly stated in this Agreement.

9.8 Applicability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, except as expressly set forth herein.

9.9 TIME. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

9.10 Counterpart Execution; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. This Agreement may also be executed and delivered via email or facsimile and a scanned or facsimile signature shall have the same legal effect as an original signature.

9.11 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Further, the parties agree that the venue of any claim, action, proceeding, or counterclaim arising out of or in any way connected with this Agreement, including any claim of injury or damage, will be in the County of Monterey, California.

9.12 Time Calculations. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

9.13 Merger Provision. Except as expressly set forth herein, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the Grant Deed and other instruments executed at Close of Escrow, shall terminate at the Close of Escrow and shall not survive the Close of Escrow. All other provisions of this Agreement which are intended by their terms to survive the Close of Escrow or a termination of this Agreement shall survive the Close of Escrow or a termination of this Agreement.

9.14 Further Assurances. Buyer and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement.

9.15 Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

9.16 Amendments. This Agreement may be amended only by written agreement signed by both of the parties hereto.

9.17 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

9.18 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement of Purchase and Sale as evidenced by their respective signatures below.

SELLER

THE TRUST FOR PUBLIC LAND,  
a California nonprofit public benefit corporation

By:   
Tily Shue, Senior Counsel

Date: Nov. 14, 2016

BUYER

MONTEREY PENINSULA REGIONAL PARK  
DISTRICT, a park district formed under the laws of  
California

By:   
Kelly Sorenson, Board President

Date: Nov 21, 2016

Approved as to form

 11/16/16

Michael J. Whilden, MPRPD Legal Counsel

EXHIBIT A-1

**Legal Description of the Real Property**

**For APN/Parcel ID(s): 015-162-033, 015-162-041, 015-162-042, 015-162-043, 015-162-044, 015-162-045, 015-162-046 and 015-162-047**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Parcel 1, as shown and so designated on the Record of Survey Map filed January 21, 2010 in Volume 31 of Surveys, at Page 1, in the Office of the County Recorder of the County of Monterey, State of California.

Said description is set forth in that certain "Certificate of Compliance", recorded January 25, 2010, in Document No. 2010004408, of Official Records.

PARCEL II:

Parcel 2, as shown and so designated on the Record of Survey Map filed January 21, 2010 in Volume 31 of Surveys, at Page 1, in the Office of the County Recorder of the County of Monterey, State of California.

Said description is set forth in that certain "Certificate of Compliance", recorded January 25, 2010, in Document No. 2010004406, of Official Records.

PARCEL III:

Parcel 3, as shown and so designated on the Record of Survey Map filed January 21, 2010 in Volume 31 of Surveys, at Page 1, in the Office of the County Recorder of the County of Monterey, State of California.

Said description is set forth in that certain "Certificate of Compliance", recorded January 25, 2010, in Document No. 2010004407, of Official Records.

EXHIBIT A-2

**Legal Description of the Real Property**

**For APN/Parcel ID(s): 157-181-004**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL I:**

Parcel D, as shown and designated on the Map filed February 16, 1999 in Volume 22 of Surveys, at Page 41, in the Office of the County Recorder of Monterey County, State of California.

**PARCEL II:**

"Easements" for the sole purpose of constructing and maintaining a road for ingress and egress "to the property depicted in Exhibit D" as granted in the Deed executed by Mary S. Hatton, et al., to Arthur C. Oppenheimer II, as Trustee under the Wills of Arthur C. Oppenheimer and Martha K. Oppenheimer, recorded August 13, 1968 in Reel 568, Page 1113, of Official Records, over the following:

Beginning at the intersection of the Southerly line of Carmel Valley Road, as said line is described in Deed from Howard Hutton, et ux., to the County of Monterey, recorded September 22, 1950 in Volume 1247, Page 350, of Official Records of Monterey County, California, with the Westerly line of that certain 2.00 acre parcel described in Lease from Lester J. Johnson to Bavarian Mushroom Farms Inc., dated December 31, 1959 and recorded July 5, 1960 in Volume 2064, Page 70, of Official Records of Monterey County, California; said point of beginning also being distant N. 73° 50' 24" W., 250.00 feet along said Southerly line of Carmel Valley Road from the intersection of said line with the Easterly boundary of that certain Lot 12 as said boundary and lot are shown on that certain Map entitled, "Partition Map of Hatton Property in Rancho Canada De La Segunda", a copy of which map is attached to the Certified Order Granting Consent to Partition, recorded March 17, 1927 in Volume 109, Page 1, of Official Records of Monterey County, California; thence from said point of beginning, and along said Southerly line of Carmel Valley Road,

(1) N. 73° 50' 24" W., 141.99 feet; thence

(2) N. 75° 53' 27" W., 200.23 feet to a cusp; thence leave said line,

(3) S. 71° 11' 23" E., 260.48 feet; thence

(4) S. 401.95 feet; thence

(5) 337.52 feet along the arc of a tangent curve to the left having a radius of 400.00 feet, through a central angle of 48° 20' 44"; thence

(6) 266.64 feet along the arc of a tangent reverse curve to the right having a radius of 316.00 feet through a central angle of 48° 20' 44"; thence tangentially,

(7) S. 274.91 feet; thence

(8) 104.02 feet along the arc of a tangent curve to the right having a radius of 458.00 feet, through a central angle of 13° 00' 49"; thence

(9) 246.21 feet along the arc of a tangent reverse curve to the left having a radius of 542.00 feet, through a central angle of 26° 01' 38"; thence

(10) 104.02 feet along the arc of a tangent reverse curve to the right having a radius of 458.00 feet, through a central angle of 13° 00' 49"; thence tangentially,

(11) S. 447.23 feet to a point on the Southerly boundary of said Lot 12, said boundary of Lot 12 being also the patent survey boundary of Rancho Canada De La Segunda as shown on said Partition Map; thence running along said lot and rancho boundary,

(12) S. 85° 00' E., 10.82 feet to a 4" x 4" post marked CS 16, shown on said map; thence

(13) S. 77° 30' E., 75.00 feet to a 4" x 4" post marked FDH,H,H,CS, standing at the common corner of Lots 11 and 12 as said post, corner and lots are shown on aforesaid Partition Map; thence leaving said rancho boundary and following the line between said Lots 11 and 12,

(14) N. 464.41 feet; thence leaving above said line and running along a line that is parallel with and 84.00 feet Easterly of the hereinabove described Courses (4) through (10),

(15) 123.10 feet along the arc of a tangent curve to the left, having a radius of 542.00 feet, through a central angle of 13° 00' 49"; thence

(16) 208.05 feet (at 79.01 feet, measured along said parallel line, the Southwest corner of that certain parcel described as PARCEL I in Deed from Mary S. Hatton, et al., to the Carmel Sanitary District dated October 10, 1967 and recorded November 15, 1967 in Reel 531, Page 87, Official Records of Monterey County, California; at 129.03 feet, measured along said parallel line, the Northwest corner of above said PARCEL I), 208.05 feet along the arc of a tangent reverse curve to the right having a radius of 458.00 feet; through a central angle of 26° 01' 38"; thence

(17) 123.10 feet along the arc of a tangent reverse curve to the left having a radius of 542.00 feet, through a central angle of 13° 00' 49" to a point on said line between said Lots 11 and 12; thence tangentially along last said line,

(18) N. 274.91 feet; thence leave last said line,

(19) 337.52 feet along the arc of a tangent curve to the left, having a radius of 400.00 feet, through a central angle of 48° 20' 44"; thence

(20) 266.64 feet along the arc of a tangent reverse curve to the right having a radius of 316.00 feet through a central angle of 48° 20' 44" to the Southwesterly corner of the above mentioned 2.000 acre parcel; thence along the Westerly line of said parcel,



(21) N. 397.61 feet to the point of beginning.

**PARCEL III:**

"Easements" for the sole purpose of constructing and maintaining a road for ingress and egress "to the property depicted in Exhibit D" as granted in the Deed executed by Mary S. Hatton, et al., to Arthur C. Oppenheimer II, as Trustee under the Wills of Arthur C. Oppenheimer and Martha K. Oppenheimer, recorded August 13, 1968 in Reel 568, Page 1113, of Official Records, over the following:

Beginning at the intersection of the Southerly line of Carmel Valley Road as said line is described in Deed from Howard Hutton, et ux., to The County of Monterey, recorded September 22, 1950 in Volume 1247, Page 350, of Official Records of Monterey County, California, with the Westerly line of that certain 2.00 acre parcel described in Lease from Lester J. Johnson to Bavarian Mushroom Farms Inc., dated December 31, 1959 and recorded July 5, 1960 in Volume 2064, Page 70, of Official Records of Monterey County, California; said point of beginning also being distant N. 73° 50' W., 250.00 feet along said Southerly line of Carmel Valley Road from the intersection of said line with the Easterly boundary of that certain Lot 12 as said boundary and lot are shown on that certain Map entitled, "Partition Map of Hatton Property in Rancho Canada De La Segunda", a copy of which map is attached to the Certified Order Granting Consent to Partition, recorded March 17, 1927 in Volume 109, Page 1, of Official Records of Monterey County, California; thence from said point of beginning, and along said Southerly line of Carmel Valley Road,

(1) N. 73° 50' 24" W., 141.99 feet; thence

(2) N. 75° 53' 27" W., 200.23 feet to a cusp; thence leave said line,

(3) S. 71° 11' 23" E., 260.48 feet; thence

(4) S. 401.95 feet; thence

(5) 337.52 feet along the arc of a tangent curve to the left having a radius of 400.00 feet, through a central angle of 48° 20' 44"; thence

(6) 495.06 feet along the arc of a tangent reverse curve to the right having a radius of 316.00 feet through a central angle of 89° 45' 46"; thence tangentially,

(7) S. 41° 25' 02" W., 1047.65 feet; thence

(8) 124.35 feet along the arc of a tangent curve to the left having a radius of 400.00 feet, through a central angle of 17° 48' 41" to a point on the Southerly boundary of said Lot 12 in Rancho Canada De La Segunda, distant thereon S. 85° 00' E., 73.82 feet from a 4" x 4" post marked CS, 17, standing at the angle point in said boundary, as said boundary and post are shown on said Partition Map, said lot boundary being also the patent survey boundary of the Rancho Canada De La Segunda; thence along said lot and rancho boundary,

(9) S. 85° 00' E., 90.01 feet; thence leaving said boundary and running along a line that is parallel with and 84.00 feet Easterly of hereinabove described Courses (4) through (8),

(10) 69.48 feet along the arc of a non-tangent curve to the right, center bears S. 61° 10' 48" E., 316.00 feet through a central angle of 12° 35' 50"; thence tangentially,

(11) N. 41° 25' 02" E., 1047.55 feet; thence

(12) 626.66 feet (at 289.15 feet, measured along said parallel line, a point on the boundary common to said Lot 12 and Lot 11, as said common boundary and lot are shown on said map) 626.66 feet along the arc of a tangent curve to the left having a radius of 400.00 feet through a central angle of 89° 45' 46",

(13) 266.64 feet along the arc of a tangent reverse curve to the right, having a radius of 316.00 feet through an central angle of 48° 20' 44" to the Southeasterly corner of the above mentioned 2.00 acre parcel; thence along the Westerly line of said parcel,

(14) N. 397.61 feet to the point of beginning.

#### **PARCEL IV:**

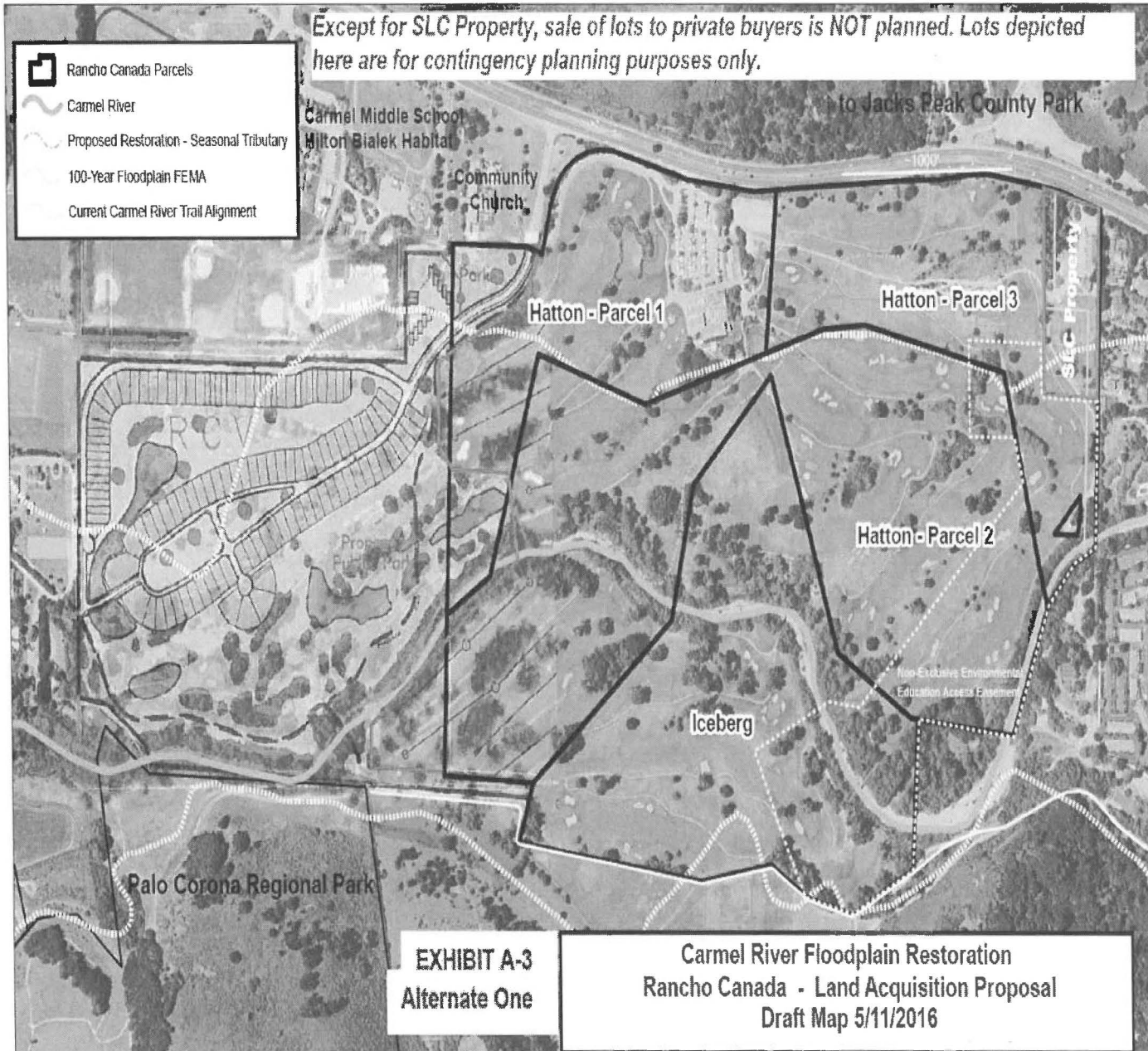
An easement for road and utility purposes over a portion of that certain 61.76 acre parcel shown as "C" on Map filed February 16, 1999 in Volume 22 of Surveys, Page 41, Official Records of Monterey County, California, more particularly described as follows:

Beginning at a Northwesterly corner of said Parcel "C", at the most Easterly corner of Parcel "D", as shown on said map, in the Northerly boundary of said Rancho; and running thence along said rancho boundary and the Northerly line of said Parcel "C",

(1) S. 84° 59' 13" E., feet to the Southeasterly corner of that certain 84 foot wide easement for ingress and egress described in Deed from Mary S. Hatton, et al., to Arthur C. Oppenheimer II, Trustee recorded August 13, 1968 in Reel 568, Page 113, of Official Records of Monterey County, California; thence leave said boundary, non-tangentially,

(2) Curving to the right on a circular arc of 113.81 feet radius, the center of the circle of which arc is a part bears N. 84° 59' 13" W., through an angle of 88° 44' 37", for a distance of 176.28 feet to a Westerly boundary of said Parcel "C"; thence non-tangentially, along said Westerly boundary,

(3) N. 3° 44' 47" E., 113.81 feet to the point of beginning.



Alternate One

EXHIBIT A-3

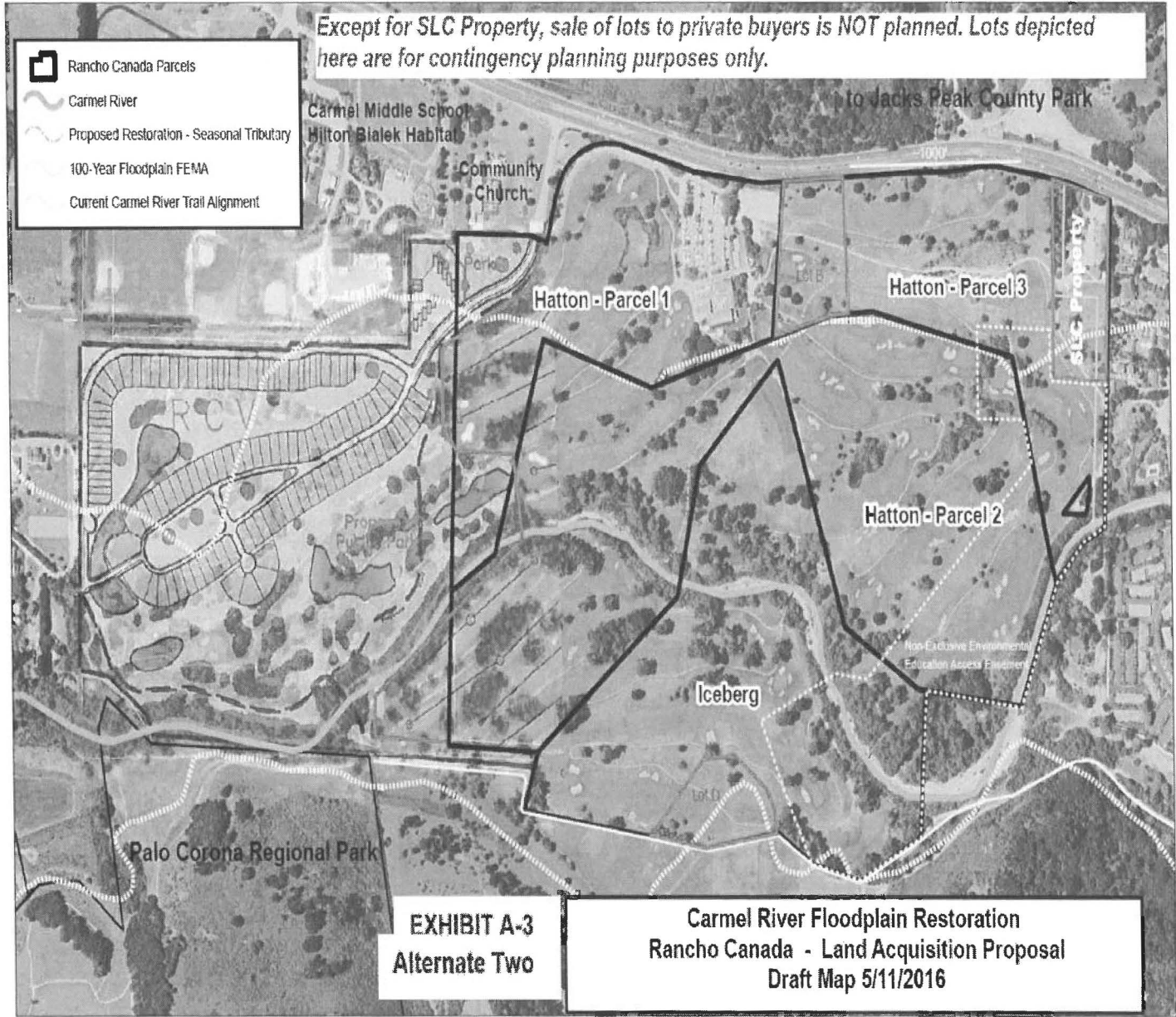
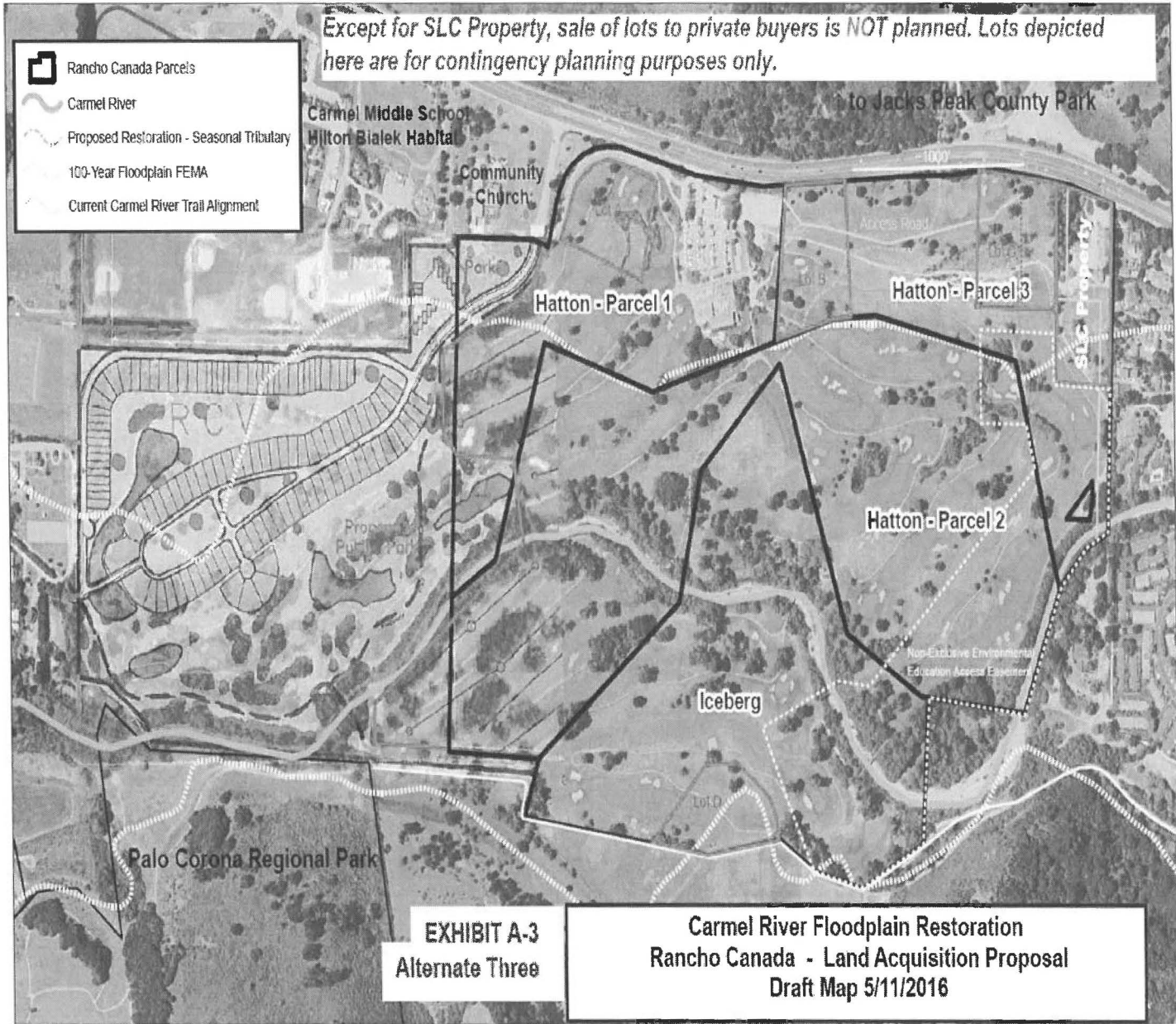


EXHIBIT A-3

Alternate Two



**EXHIBIT A-3**  
**Alternate Three**

**Carmel River Floodplain Restoration**  
**Rancho Canada - Land Acquisition Proposal**  
**Draft Map 5/11/2016**

**Alternate Three**

**EXHIBIT A-3**

EXHIBIT B

**Form of Grant Deed**

Recording Requested By and  
When Recorded Mail to:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

GRANT DEED

Assessor Parcel Number: \_\_\_\_\_

For valuable consideration, receipt of which is acknowledged, The Trust for Public Land, a California nonprofit public benefit corporation ("**Grantor**"), hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("**Grantee**"), the real property in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of California, described in Exhibit A attached hereto and made a part hereof (the "**Property**").

TOGETHER WITH all of the right, title, and interest in all minerals and mineral rights of every name, nature, kind and description including coal, oil, gas, petroleum and the products thereof and to the geothermal rights which are owned by GRANTOR and which are upon or appurtenant to said land.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

This conveyance is an AS-IS transaction and is also subject to all other matters appearing of record or known to Grantee that can be ascertained by an inspection of said Property and is made without any warranty expressed or implied as to the suitability of said Property for any purpose.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed.

Dated: \_\_\_\_\_, 20\_\_.

GRANTOR:

THE TRUST FOR PUBLIC LAND, a  
California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Counsel

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

APN: \_\_\_\_\_

**\*\*to be attached\*\***



EXHIBIT C

**Form of Non-foreign Affidavit**

CERTIFICATION BY ENTITY TRANSFEROR  
THAT IS NOT A FOREIGN CORPORATION,  
PARTNERSHIP, TRUST OR ESTATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign corporation, partnership, trust or estate. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("**Transferor**"), the undersigned hereby certifies the following, on behalf of Transferor:

- a. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. The U.S. employer identification number of Transferor is 23-7222333; and
- c. Transferor's office address is: 101 Montgomery Street, Suite 900, San Francisco, CA 94104

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete.

Dated: \_\_\_\_\_, 20\_\_.

TRANSFEROR:

THE TRUST FOR PUBLIC LAND,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Counsel

EXHIBIT D

**Furnishings and Equipment**

F&B Sublease list of furnishings & equipment

1	1	WEDDING ARCH	
2	198	WHITE OUTDOOR FOLDING CHAIRS	
3	48	60" HOWE ROUND TABLES	
4	6	48" HOWE ROUND TABLES	
5	6	HOWE PIE WEDGE TABLES	
6	6	8' HOWE TABLES	
7	4	6' HOWE TABLES	
8	5	6' BANQUET TABLES	
9	14	8' BANQUET TABLES	
10	12	4' HOWE TABLES	
11	12	2' HOWE TABLES	
12	6	HOWE SERPENTINE TABLES	
13	4	SICO STAGES 6' X 8' WITH SKIRTING	
14	4	SICO STEP SETS	
15	3	PODIUMS	
16	4	CRES COR RACK & ROLLS	
17	0	CREAM BANQUET CHAIRS	DONATED
18	0	GREEN BANQUET CHAIRS	DONATED
19	500	BURGUNDY BANQUET CHAIRS	
20	2	STAINLESS STEEL ROLLING CARTS	
21	2	CHAIR TRANSPORTER	
22	1	15 X 18 DANCE FLOOR .t	
23	1	18 X 21 DANCE FLOOR	
24	4	12" DUNNAGE RACKS	
25	35	PATIO CHAIRS	
26	9	PATIO TABLES	
27	2	PATIO HEATERS	TRICKY TO LIGHT
28	75	CLUB CHAIRS FOR GRILL	
29	15	4-TOP TABLES FOR GRILL	
30	1	48" ROUND TABLE FOR GRILL	
31	8	2-TOP TABLES FOR GRILL	
32	3	PORTABLE BANQUET BARS	PEPSI

33	1	CLUB CAR/BEVERAGE CART	
34	7	BAR STOOLS FOR GRILL	
35	4	STOOLS FOR BRIDE'S ROOM	
36	10	CLUB CHAIRS FOR FIESTA FOYER	
37	1	2' TABLES FOR FIESTA FOYER	
38	2	9' DINING ROOM TABLES FOR MERIENDA	
39	1	1/2 MOON TABLE FOR MERIENDA FOYER	
40	2	CORDLESS MICROPHONES	
41	1	CLIP ON MICROPHONE	POOR CONDITION
42	1	PORTABLE SOUND SYSTEM	
43	1	SOUND SYSTEM FOR BANQUET ROOMS	
44	7	21' WHITE TABLE SKIRTS	
45	4	21' CREAM TABLE SKIRTS	
46	5	21' BLACK TABLE SKIRTS	
47	1	16' BURGUNDY TABLE SKIRTS	
48	1	16' GREEN SKIRTS	
49	8	EASELS	
50	1	VCR	
51	1	PORTABLE SCREEN	
52	1	FOOD CUTTER	
53	1	HOBART MIXER	
54	1	HOBART MIXER BOWL	
55	1	GLOBE SLICER	
56	1	FOOD PROCESSOR	
57	18	WIRE SHELVES	
58	7	SHELVES FOR FREEZER	
67	1	SLOT TOASTER	
68	7	ROLLING RACKS	
71	1	CHEESE MELTER	
79	2	GLASS DOOR MERCHANDISER	
80	1	ICE CADDIE	
81	1	MIXER AND TABLE	
83	1	BROWN CART	
84	1	DRAFT BEER SET- UP	
86	3	PORTABLE BAR CASH REGISTERS	
87	1	WARMER CART	
94	5	PLATE CARTS	
95	4	STAINLESS STEEL TABLES	
96	743	DINNER PLATES	
97	303	SALAD PLATES	

98	416	GLASS SALAD PLATES	
99	256	PASTA BOWLS	
100	210	CEREAL BOWLS	
101	729	BREAD AND BUTTER PLATES	
102	780	SAUCERS	
103	619	DESSERT PLATES	
104	34	CASSEROLE DISHES	
105	160	SOUP CUPS	
106	160	GLASS ICE CREAM	
107	22	LARGE OVAL PLATES	
108	59	SMALLER OVAL PLATES	
109	277	WATER GLASSES	
110	204	SMALL WINE GLASSES	
111	95	RESTAURANT WINE GLASS	
112	327	BOLLA WINE GLASS	
113	360	CHAMPAGNE TALL	
114	84	CORDIAL	
115	356	COFFEE CUPS	
116	586	WHITE COFFEE MUGS	
117	125	BROWN COFFEE MUGS	
118	48	WINE CARAFES	
119	74	CREAMERS	
120	101	SHEET PANS	
121	5	HALF SHEET PANS	
122	17	HOTEL PANS/2 INCH	
123	10	HOTEL PANS/4 INCH	
124	10	HOTEL PANS/6 INCH	
125	4	HALF HOTEL PANS	
126	9	HALF HOTEL PANS/4 INCH	
127	2	HALF HOTEL PANS/6 INCH	
128	18	PANTRY 1/8 PAN INSERTS PLASTIC 61NCH	
129	4	PANTRY 1/8 PAN INSERTS PLASTIC 4 INCH	
130	4	SOUP POTS /2 GALLONS	
131	4	SOUP POTS /1 GALLON	
132	3	SOUP POTS / 1/2 GALLON	
133	28	COFFEE THERMOS/ WHITE BANQUET	
134	3	COFFEE THERMOS/BLACK 5 GALLON	
135	1	COFFEE THERMOS/STAINLESS/10 GALLONS	INOPERABLE
136	80	GLASS RACKS	
137	22	TEAPOTS	

138	5	SALAD GLASS BOWLS	
139	4	LARGE GLASS BOWLS	
140	1	SILVER PUNCH BOWL	
141	2	LARGE SILVER TRAYS/ROUND	
142	8	LARGE SILVER TRAYS/OVAL	
143	4	SMALL SILVER TRAYS/OVAL	
144	2	HEAT LAMPS	
145	12	CHAFING DISHES	
146	678	STAINLESS KNIVES	
147	431	STAINLESS DINNER FORKS	
148	234	STAINLESS SALAD FORKS	
149	292	STAINLESS TEASPOONS	
150	177	STAINLESS SOUP SPOONS	
151	97	STEAK KNIVES	
152	2	STOCK POTS/LARGE	
153	9	STOCK POTS/MEDIUM	
154	3	ROASTING PANS/LARGE	
155	7	SAUTE PANS/ ALL SIZES	
156	4	SAUCE PANS	
157	21	LADLES	
158	30	SPOONS	
159	3	SPATULAS	
160	7	WHIPS	
161	4	PLASTIC SPATULAS	
162	4	CUTTING BOARDS/LARGE	
163	3	CUTTING BOARDS/SMALL	
BASEMENT STORAGE			
164	12	8428 7 OZ GOURMET COUPETTE	
165	12	3789 3 OZ GOURMET CANDLE HOLDERS	
166	156	3775 4 1/2 OZ WHISKEYSOUR	
167	72	124 5 OZ OLD FASHIONED GLASS	
168	72	2328 7 3/4 OZ OLD FASHIONED GLASS	
169	12	3788 3 OZ SHERRY GLASS	
170	86	3765 SMALL WINE GLASS	
171	24	3704 BRANDY GLASS	
172	24	BEER GLASSES	
173	156	MUG DY40	
174	252	MUG ZL40	
175	216	MUG BL40	
176	360	C418 TEA SAUCER	

177	180	C404 PLATE	
178	57	C430 6 1/2 IN FRUIT	
179	36	C429 5 1/2 RIM FRUIT	
180	144	C405 MANHATTAN PLATE	
181	48	C403 9 INCH PLATE	
182	270	C401 10 5/8 PLATE	
183	80	C431 TEA CUP	
184	406	SILVER PLATE DINNER FORKS	
185	263	SILVER PLATE KNIVES	
186	110	SILVER PLATE BUTTER KNIVES	
187	80	SILVER PLATE TEA SPOONS	
188	175	SILVER PLATE SALAD FORKS	
189	80	COCKTAIL FORKS	
190	83	OYSTER FORKS	
	252	MUG DY40	
	288	MUGZL40	
	648	MUG BL40	
		C404 PLATE	
	57	C430 6 1/2 INCH FRUIT	
		C405 MANHATTAN PLATE	
		C403 9 INCH PLATE	
	80	C431 TEA CUP	
	218	01273 ROCK GLASS	
	350	SILVER PLATE KNIVES	
	140	SILVER PLATE BUTTER KNIVES	
	36	SILVER PLATE SOUP SPOONS	
	160		
	80	COCKTAIL FORKS	

Office Furniture

211	2	Small tables	Lobby
212	3	Chairs	Lobby
213	1	Workstation with Credenza file cabinets	Reception
214	5	4 Drawer lateral filing cabinets	Reception
215	1	Desk with Credenza and Chair	Golf office
216	1	4 Drawer lateral filing cabinet	Golf office
217	1	Round table	Golf office
218	4	Chairs	Golf office
219	1	Savin C6045 Copier	Work Area
220	1	Brother Fax machine	Work Area
221	1	Map filing cabinet	Map room
222	1	60" work table	Map room
223	1	Hot Point Refrigerator	Break room
224	1	Microwave	Break room
225	1	U shape work station and chair	Tournament Desk
226	1	4 Drawer lateral filing cabinet	Tournament Desk
227	4	U shape work station and chair	Accounting office
228	1	Desk	Accounting office
229	8	3 Drawer lateral filing cabinets	Accounting office
230	1	Desk	Catering Manager office
231	4	Chair	Catering Manager office
232	1	Bookcase	Catering Manager office
233	1	Desk with credenza and chair	Controller office

234	1	Bookcase	Controller office
235	2	Chair	Controller office
236	1	Shredder	Storage Area
237	1	Amvault Safe	Storage Area
238	1	2 Drawer lateral filing cabinet	Storage Area
239	5	4 Drawer upright filing cabinet	Storage Area