

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of San Luis Obispo
City Clerk
990 Palm Street
San Luis Obispo, CA 93401

ENVIRONMENTAL INDEMNITY AGREEMENT

THIS ENVIRONMENTAL INDEMNITY AGREEMENT is dated as of _____, 202____, and is made and entered into by and between Michael K. Hodge and Trudy A. Hodge and subsequent Trustees of the Michael and Trudy Hodge Revocable Trust dated November 4, 2013, as restated and Chad Van Til as trustee of the Survivor's trust under the Van Til Family Trust dated March 7, 2002 (collectively "DEVELOPERS"), and the City of San Luis Obispo, a California municipal corporation and charter city ("City"). City and DEVELOPERS are collectively referred to herein as the "**Parties**," and each individually as a "**Party**."

ARTICLE I. RECITALS

1.1 City is the owner of certain real property located at 1820 Osos Street in the City of San Luis Obispo (Assessor's Parcel No. 003-571-023), a portion of which was transferred to DEVELOPERS pursuant to Document # _____ of the official records of San Luis Obispo County, State of California (the "**Transfer Document**"), recorded on _____, 20____, ("**Transfer Date**") as pursuant to that certain "Real Property Exchange Agreement" dated _____, 20____, (the "**Exchange Agreement**"). Said portion of City property transferred to DEVELOPERS by said Transfer Document, together with that portion of Church Street abandoned according to Resolution No. _____ (20____ Series) recorded on _____, 20____, as Document # _____ in the official records of said County, are hereinafter collectively referred to as "**Real Property**". The Real Property is described in Exhibits A-1 and B-1, and shown in Exhibits A-2 and B-2, which are attached hereto and incorporated herein by this reference.

1.2 As a material part of the consideration for the City's agreement to enter into the Exchange Agreement, City wishes to be released, held harmless and indemnified by DEVELOPERS and its successors and assigns, and completely protected, to the fullest extent possible under the law, from any and all claims, liabilities and obligations associated with the physical or environmental condition of the Real Property and to have DEVELOPERS and its successors and assigns, as transferees, accept all risks, liabilities and financial obligations arising from or relating to the physical and environmental condition of the Real Property, regardless of the nature or degree of any defect in such condition.

1.3 DEVELOPERS have had full opportunity to inspect the Real Property in whatever manner it deemed appropriate, and in order to induce the transfer of the Real

Property, and pursuant to the Exchange Agreement, the Parties are executing this Environmental Indemnity Agreement ("**Indemnity Agreement**") effective as of the date first set forth above.

1.4 By this Indemnity Agreement, the Parties intend to ensure that the City is insulated, to the fullest extent possible, from all risks, liabilities and financial obligations arising from or relating to the physical or environmental condition of the Real Property, including, but not limited to any contamination by Hazardous Materials, as defined below.

ARTICLE II. DEFINITIONS

2.1 For purposes of this Indemnity Agreement, the following capitalized terms shall have the following meanings:

2.1.1 The term "**Environmental Expenses**" shall mean all costs and expenses reasonably incurred in response to (a) a Hazardous Release; (b) an Environmental Claim; or (c) the requirements of the Environmental Laws, including but not limited to investigating, characterizing, responding to, removing or remediating Hazardous Materials existing or allegedly existing, in, on or over the Real Property. By way of example, and not limitation, it includes consulting and investigation fees, feasibility studies, repair, detoxification, closure or other clean-up costs, reasonable attorney's fees incurred (including, without limit, consultants' and attorneys' fees incurred in evaluating, reviewing and supervising the response, removal and remediation measures and in negotiating, litigating, satisfying or settling the Environmental Claims). Without limitation such costs and expenses shall be at least coextensive with the types and categories of reimbursable costs and expenses and administrative overhead recoverable by the United States Government in cost recovery actions under the Environmental Laws, including CERCLA, as defined below.

2.1.2 The term "**Hazardous Materials**" shall mean any substance or material, which, because of its status as a waste, or its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard or threat to public health, welfare or the environment, or which is regulated based on such potentially hazardous effects. The term "**hazardous materials**" includes, without limitation, any material or substance defined as a "hazardous" or "toxic" substance or "waste," and any pollutant or contaminant regulated under the federal or California Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("**CERCLA**") (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), or pursuant to Section 25316 et seq. of the California Health and Safety Code; any material listed pursuant to Section 25140 et seq. of the California Health and Safety Code; any man-made asbestos and asbestos containing materials, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids; or otherwise under the Environmental Laws.

2.1.3 The term "**Hazardous Release**" shall include any historic, actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting,

escaping, leaching, dumping, storing, or disposing in, on, under or about the Real Property of any Hazardous Materials.

2.1.4 The term "**City Representatives**" shall mean the City of San Luis Obispo, its Council members, officers, employees, agents, contractors, and their respective successors and assigns.

2.1.5 The term "**Transfer Date**" shall mean _____, 202__ [the date that the Transfer Document is recorded].

2.1.6 The term "**Agency**" shall mean any governmental agency having jurisdiction over any Hazardous Materials located in, on, above, or under the Real Property.

2.1.7 The term "**Environmental Claim**" shall mean (i) any claim, demand, complaint, process, proceeding, penalty, or cause of action relating to a Hazardous Release or (ii) any action, proceeding, penalty, liability, loss, damage or cost caused by a breach of the provisions of this Indemnity Agreement.

2.1.8 The term "**Environmental Laws**" shall mean all present and future federal, state and local laws, regulations, ordinances, mandates, decrees or other regulation or imposition enforceable by any police powers, including those of an Agency or other branch of government, as developed, created or amended from time to time, and whether under common law, statutes, ordinances, regulations, rules, administrative rules and policies, judicial or administrative orders or decrees, and all other requirements or impositions of any Agency relating to the protection of human health or the environment. Such term includes, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); the California Porter-Cologne Water Quality Control Act, Water Code Sections 13000 et seq.

ARTICLE III. INDEMNITY

3.1 DEVELOPERS and their successors and assigns hereby unconditionally agree at their sole cost to indemnify, protect and to hold City Representatives harmless from, and to defend the City Representatives (with counsel selected by City) against, any and all (a) Environmental Claims; (b) Environmental Expenses; and (c) liabilities, losses, damages, fines, penalties, charges, orders, judgments or liens; to the extent any of the foregoing arise, directly or indirectly, in whole or in part out of: (i) a Hazardous Release into, through, from or upon the Real Property; or (ii) any act or omission by DEVELOPERS in discharge of its obligations under this Indemnity Agreement, including without limit, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport or disposal of any Hazardous Materials. DEVELOPERS's liability hereunder is absolute and does not depend on whether the events described in (a), (b), or (c) resulted from any act or omission of City, or if so caused, whether City's acts or omissions were legal, negligent, or within its control.

3.2 City's rights to the indemnity and defense identified herein, and the obligations undertaken by DEVELOPERS herein to provide such indemnity and defense, shall supersede all other agreements between the Parties as of the Transfer Date which are inconsistent with these provisions, and any contrary rights that DEVELOPERS may have at common law or by statute are waived by DEVELOPERS. No inspection, nor any failure by DEVELOPERS to inspect the Real Property, nor any failure of any Party to exact any particular form of representation or warranty from any other Party, shall be construed to modify, eliminate or diminish the indemnity obligations of DEVELOPERS hereunder. Nothing in this Indemnity Agreement is meant to affect the rights of any third party or governmental agency to proceed against any Party under any federal, state or local law. Notwithstanding the foregoing, the City's right to indemnity and defense identified herein shall not extend to any liability for an environmental condition of which the City had actual knowledge as of the date of the Real Property Exchange Agreement.

ARTICLE IV. CONDITION OF PROPERTY

4.1 Prior to the Transfer Date, City may have delivered to DEVELOPERS information or reports relating to the condition of the Real Property (collectively, the "**Reports**"). DEVELOPERS acknowledge and agree that if DEVELOPERS acquire the Real Property, then it is acquiring the Real Property subject to any and all deficiencies, defects and other matters referred to or otherwise set forth in any Reports delivered to DEVELOPERS or otherwise made available to DEVELOPERS. City makes no representations or warranties with respect to the adequacy or accuracy of the Reports. City shall have no liability with respect to any matters disclosed or contained in the Reports provided to DEVELOPERS. For purposes of this Indemnity Agreement, DEVELOPERS shall be deemed to have actual knowledge of the contents of the Reports, and to have pursued all reasonable further diligence that any reasonably prudent person would have pursued in light of the information provided in such documents.

4.2 DEVELOPERS acknowledge and agree:

(i) that, prior to the Transfer Date, DEVELOPERS have thoroughly inspected the Real Property and observed all of the legal, environmental, zoning, land use, seismic, title, survey and physical characteristics and conditions of the Real Property and has approved of all such characteristics and conditions and by acquiring the Real Property, DEVELOPERS waive any and all right or ability to make a claim of any kind or nature against any of the City Representatives (defined herein) for any and all deficiencies or defects in the characteristics and conditions of the Real Property which would be disclosed by an inspection;

(ii) to acquire the Real Property with any and all of such deficiencies and defects, and subject to all matters disclosed by City herein or in any separate writing with respect to the Real Property;

(iii) none of the City Representatives has made any representations, warranties or provided any promises or assurances of any kind whatsoever respecting the Real Property, its condition, its size, the permitted uses or the suitability of DEVELOPERS's intended use of the Real Property other than as provided in this Indemnity Agreement;

(iv) that it is purchasing (and the City is conveying) the Real Property in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Real Property whether or not known or discovered, shall affect the rights of City, the City Representatives, or DEVELOPERS hereunder;

(v) that any and all information and documents furnished to DEVELOPERS by or on behalf of City relating to the Real Property, including the Reports, shall be deemed furnished as a courtesy to DEVELOPERS and without any warranty of any kind from or on behalf of the City;

(vi) that DEVELOPERS have performed an independent inspection and investigation of the Real Property and have also investigated and have knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject; and

(vii) that DEVELOPERS shall acquire the Real Property solely upon the basis of its independent inspection and investigation of the Real Property, including without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Real Property or any aspect or portion thereof, including, without limitation, appurtenances, access, landscaping, availability of utility systems, soils, geology and groundwater, or whether the Real Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (b) the development or income potential of the Real Property, (c) the zoning or other legal status of the Real Property or any other public or private restrictions on the use of the Real Property, (d) the compliance of the Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances,

covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity, (e) the ability of DEVELOPERS to obtain any necessary governmental approvals, licenses or permits for DEVELOPERS's intended use or development of the Real Property, (f) the presence or absence of Hazardous Materials on, in, under, above or about the Real Property or any adjoining or neighboring property, or (g) the condition of title to the Real Property.

CITY'S INITIALS:

DEVELOPERS'S INITIALS:



ARTICLE V. REPRESENTATIONS

5.1 DEVELOPERS represent and warrant to City that:

(i) this Indemnity Agreement (a) is duly authorized, executed and delivered by DEVELOPERS, (b) does not violate any provision of any judicial order to which DEVELOPERS is a party or to which DEVELOPERS is subject and (c) constitutes a valid and legally binding obligation of DEVELOPERS;

(ii) DEVELOPERS have full and complete power and authority to enter into this Indemnity Agreement and to perform its obligations hereunder;

(iii) DEVELOPERS are not presently the subject of a bankruptcy, insolvency or probate proceeding and DEVELOPERS neither anticipate nor intend to file or cause to be filed any bankruptcy or insolvency proceeding involving DEVELOPERS or DEVELOPERS's assets during the pendency of this Indemnity Agreement;

(iv) DEVELOPERS are a sophisticated property manager with substantial experience in acquiring assets of the same type as the Real Property and has such knowledge and experience in financial and business matters that DEVELOPERS are capable of evaluating the merits and risks of the Real Property;

(v) DEVELOPERS are represented by competent counsel; and

(vi) DEVELOPERS and their agents have thoroughly inspected the Real Property, fully observed the characteristics and conditions of the Real Property, and are purchasing the Real Property subject to the terms of this Indemnity Agreement, including without limitation, Article III. The foregoing representations and warranties of DEVELOPERS shall survive the transfer of the Real Property to DEVELOPERS.

5.2 DEVELOPERS and City each specifically acknowledge and agree that all references in this Indemnity Agreement, in any of the exhibits attached hereto and in any document, certificate or statement to be delivered by City to DEVELOPERS hereunder, to the phrases "to City's actual knowledge," or "known to City" (whether used in the phrase "to the actual knowledge of City," "actually known to City," "had actual knowledge," "City's knowledge," or in similar or other contexts):

(i) shall mean the actual (not constructive or imputed) personal knowledge of the management employees of City with knowledge of the Real Property (which City representatives are limited to Mayor Erica Stewart and Interim Public Works Director Aaron Floyd;)

(ii) shall in no case mean or refer to the actual or constructive knowledge of any other City Representative; and

(iii) shall in no event or circumstance impose upon City or any of the City Representatives any duty or obligation to verify, inquire or make any independent inquiry or investigation of any such representation, warranty or statement, or to otherwise investigate the facts or circumstances relating or otherwise pertinent thereto.

DEVELOPERS further acknowledge and agree that:

(i) none of the City Representatives shall be personally liable, or otherwise have any personal liability, under or in connection with this Indemnity Agreement, including without limitation, in connection with any of the representations, warranties or statements made in connection with, or pursuant to, this Indemnity Agreement; and

(ii) DEVELOPERS shall have no right to rely on, and City shall have no liability with respect to, any representation or warranty (including any future certification or statement, actually or deemed made, as to representations or warranties) which DEVELOPERS actually know to be inaccurate or untrue at any time prior to the Transfer Date.

Any claim, action or proceeding brought by DEVELOPERS against the City for any alleged misrepresentation or failure to disclose any material fact relating to the Real Property must be brought within one year of the Transfer Date or the same shall be deemed waived and of no further effect. Any such claim shall be limited to the recovery of direct damages.

ARTICLE VI. RELEASES

6.1 DEVELOPERS hereby agree that the City Representatives shall be, and are hereby, fully and forever released and discharged from any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, attorneys' fees, consultants' fees and costs and experts' fees, special, indirect or consequential damages (collectively, the "**Claims**"), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Real Property including, without limitation, the physical, environmental and seismic condition of the Real Property or the violation of any law or regulation applicable thereto, including, without limitation, any Environmental Claim (regardless of when it first appeared) relating to or arising from:

(i) the presence of any Hazardous Release, or the use, presence, storage, release, discharge, or migration of Hazardous Materials on, in, under or around the Real

Property regardless of when such Hazardous Materials were first introduced in, on or about the Real Property;

(ii) any patent or latent defects or deficiencies with respect to the Real Property; and

(iii) any and all matters related to the Real Property or any portion thereof, including without limitation, the condition and/or operation of the Real Property and each part thereof, provided, however, that the City Representatives shall not be released from any claim involving intentional and written misrepresentation or the direct damages arising from a breach by City of this Indemnity Agreement.

DEVELOPERS hereby waive and agree not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal superfund laws, 42 U.S.C. Sections 9601 et seq. and California Health and Safety Code Sections 25300 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the City Representatives or their agents in connection with the Claims described above. In connection with all of the foregoing provisions of this section 6.1, DEVELOPERS expressly waives the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

and all similar provisions or rules of law. DEVELOPERS elect to and do assume all risk for such Claims heretofore and hereafter arising, whether now known or unknown by DEVELOPERS.

DEVELOPERS hereby agree, represent and warrant that: (i) factual matters now unknown to it may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected and (ii) the waivers and releases herein have been negotiated and agreed upon in light of that realization and that DEVELOPERS nevertheless hereby intend to release, discharge and acquit City from any such unknown Claims.

Without limiting the foregoing, if DEVELOPERS have actual knowledge of (i) a default in any of the covenants, contracts or obligations to be performed by City under this Indemnity Agreement, (ii) any breach or inaccuracy in any representation of City made in this Indemnity Agreement, and/or (iii) any fact or other matter related to the Real Property, DEVELOPERS shall be conclusively deemed to have waived any such default, breach or inaccuracy and/or fact or matter, and shall have no Claim against City with respect thereto.

City has given DEVELOPERS material concessions regarding this transaction in exchange for DEVELOPERS's Release and all other assurances and agreements

under this Section 6.1. City and DEVELOPERS have each initialed this Section to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Section shall survive the transfer of the Real Property to DEVELOPERS and shall not be deemed merged into any instrument or conveyance.

CITY'S INITIALS:

DEVELOPERS'S INITIALS:



ARTICLE VII. MISCELLANEOUS

7.1 Notices. All notices and other communications under this Indemnity Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered personally on the Party to whom notice is given, or if made by telecopy directed to the Party to whom notice is to be given at the telecopy number listed below, or (b) on receipt, 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:

To City:

City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401-3249
Attention: City Manager
Facsimile: (805) 781-7109

with a copy to:

City Attorney
City of San Luis Obispo
990 Palm Street
San Luis Obispo, CA 93401-3249
Facsimile: (805) 781-7409

To DEVELOPERS:

Michael Hodge
351 San Miguel Avenue
San Luis Obispo, CA 93405

7.2 Governing Law. This Indemnity Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.3 Headings. The article and section headings in this Indemnity Agreement are for convenience only and shall not be used in its interpretation or considered part of this Indemnity Agreement.

7.4 Counterparts. This Indemnity Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5 Effect of Indemnity Agreement. This instrument sets forth the entire agreement between the Parties concerning its subject matter. All negotiations relative to the matters contemplated by this Indemnity Agreement are merged herein and there are no other understandings or agreements relating to the matters and things herein set forth other than those incorporated this Indemnity Agreement. No provision of this Indemnity Agreement shall be altered, amended, revoked or waived except by an instrument in writing signed by the Party to be charged with such amendment, revocation or waiver. Subject to the provisions of Section 7.14, this Indemnity Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7.6 Severability. If any clause or provision of this Indemnity Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Indemnity Agreement shall not be affected but shall remain in full force and effect.

7.7 Payment; Interest. All payment obligations of any Party hereunder shall be payable immediately upon demand. If not paid within sixty (60) days after demand, they shall bear interest at ten percent (10%) per annum, unless otherwise specified herein. Where the specified interest rate exceeds the maximum rate allowed by law, the rate shall be deemed restated at the maximum legal rate.

7.8 Survival. Unless otherwise specified in this Indemnity Agreement, the Parties hereby acknowledge and agree that the rights and obligations of each Party under this Indemnity Agreement shall survive any transfer of title to any portion of the Real Property.

7.9 Independent Obligations. Each Party's obligations hereunder are independent of any or all of its other obligations to any other Party, and each Party may enforce any of its rights hereunder independently of any other right or remedy that it may at any time hold.

7.10 No Waiver. No failure or delay on the part of any Party in exercising any right, power or remedy may be, or may be deemed to be, a waiver thereof; nor shall any single or partial exercise of any right, power or remedy preclude the further exercise thereof. Any change in the rights and remedies of the Parties shall be by written agreement, executed by each Party; it shall not arise by conduct or implication.

7.11 Attorney's Fees. If any dispute arises out of or pertains to this Indemnity Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs as the court may determine, regardless of whether the matter is tried to judgment.

7.14 Binding Nature. This Indemnity Agreement and the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties, the City Representatives, and their respective successors and assigns.

7.15 Third Party Beneficiaries. The Parties hereby expressly acknowledge and agree that this Indemnity Agreement is made and entered into for the express protection and benefit of the Parties hereto, and those designated in this Indemnity Agreement and no other party or entity whatsoever is a third party beneficiary hereof.

7.16 Jurisdiction. The Parties hereby expressly consent to, and will not contest, the exercise of jurisdiction by a competent court of the State of California.

7.17 Construction. Whenever the context requires, all terms used herein in the singular shall be construed in the plural and vice versa, and each gender shall include each other gender.

7.18 No Party Deemed Drafter. Each Party participated in the preparation of this Indemnity Agreement personally and with the benefit of counsel. If this Indemnity Agreement is ever construed by a court of law or equity, such court shall not construe this Indemnity Agreement or any provision hereof more harshly against any Party by virtue of its role as drafter.

7.19 Time is of the Essence. Each Party recognizes that time is of the essence in the performance of this Indemnity Agreement.

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN LUIS OBISPO)

On 7/01/25, 2025, before me, C. MERSAI, Notary Public, personally appeared CHAPVAN TIL who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN LUIS OBISPO)

On 7/01/25, 2025, before me, C. MERSAI, Notary Public, personally appeared MICHAEL K. HODGE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Notary Public



CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY

NOTICE: THIS CONSENT AND SUBORDINATION OF TRUST DEED BENEFICIARY
RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY
BECOMING SUBJECT TO THE AGREEMENT OF THE FOREGOING INSTRUMENT

The undersigned, beneficiary under that certain deed of trust and assignment of rents recorded on June 11, 2025, as Document No. 2025016381, in the Official Records of the County of San Luis Obispo, does hereby join in, and consent to, each and all of the terms and provisions of the within instrument, and does hereby subordinate its interests to the entire effect of this instrument. In this regard, the undersigned does hereby agree upon request of any insuring title company to direct the trustee under said deed of trust to execute and deliver to the County in recordable form acceptable to such insuring title company partial re-conveyances as to any rights granted and to be granted to the City of San Luis Obispo pursuant to this instrument.

Dated: May 6, 2025

TRUST DEED BENEFICIARY

Banc of California

By: [Signature]
Name: NATHAN RODACK
Its: SVP

A notary public or other officer completing this certificate verifies only the identity of the individual, who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN LUIS OBISPO)

On July 2, 2025, before me, Elizabeth A Shank, Notary Public, personally appeared Nathan Rodack who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument, and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
[Signature]
Notary Public



Exhibit A-1

LEGAL DESCRIPTION CITY SURPLUS PROPERTY

A portion of Lots 1, 2, and 3 in Block 182 of the Ingleside Homestead Tract, in the City of San Luis Obispo, County of San Luis Obispo, State of California as shown on the map filed in Book A of Maps at Page 132 granted from Southern Pacific Transportation Company to the City of San Luis Obispo in Grant Deed recorded December 30, 1985 in Book 2786 of Official Records at Page 550, in the office of the County Recorder of said County described as follows:

Beginning at the easterly most corner of Parcel 3 of Parcel Map SLO 07-0094 Phase 1, according to the map filed in Book 74 of Parcel Maps at Pages 20 through 23, records of said County, also being the westerly most corner of that certain parcel of land described in Grant Deed recorded January 3, 1997 as Document No. 1997-000301 of Official Records of said County; said point being witnessed by 1 1/2" iron pipe with tag "LS5702" thence

1. South 36°50'42" East along the southwest line of land described in Grant Deed recorded January 3, 1997 as Document No. 1997-000301 of Official Records a distance of 11.67 feet; thence
2. North 50°21'32" East along the southeast line of land described in Grant Deed recorded January 3, 1997 as Document No. 1997-000301 of Official Records a distance of 5.46 feet; thence
3. South 28°47'59" West, 101.29 feet; thence
4. South 82°15'53" West, 12.07 feet more or less to intersect the southeasterly projection of the northeasterly right-of-way line of Osos Street as said right-of-way is shown on Parcel Map SLO 07-0094- Phase 1, filed on August 10, 2010 in Book 74 of Parcel Maps at Pages 20-22 in said County Recorder's Office; thence
5. North 36°50'45" West along said northeasterly right-of-way line of Osos Street a distance of 3.34 feet to the southerly corner of Parcel 1 of said Parcel Map SLO 07-0094, said point as evidenced by a nail & tag "LS 5702"; thence
6. North 28°51'19" East, along the southeasterly line of said Parcels 1 and 3, a distance of 106.83 feet to the point of beginning.

The above-described parcel contains 1306 square feet and is shown graphically on Exhibit B attached hereto and made a part hereof.



Michael B. Stanton, P.L.S. 5702 Date 10-28-2024



Exhibit A-2

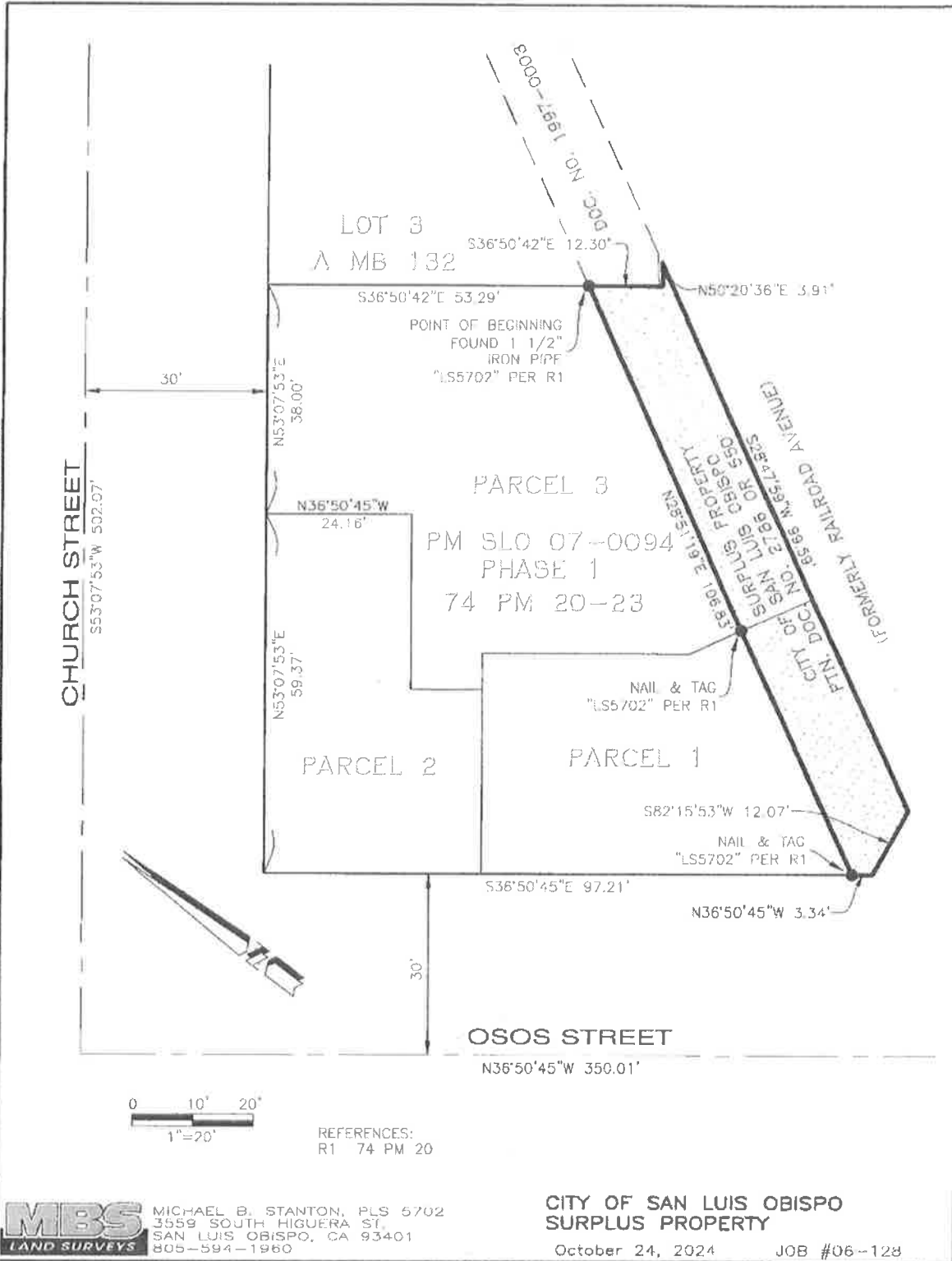


EXHIBIT B-1

Legal Description of Church Street Abandonment

A portion of Church Street, having a 30 foot half width, in the City of San Luis Obispo, County of San Luis Obispo, State of California, according to the map filed in Book A of Maps at page 126, in the office of the County Recorder of said County described as follows:

The southeasterly six (6) feet of said Church Street right-of-way contiguous with Parcels 2 and 3 of Parcel Map SLO 07-0094 Phase 1, according to the map filed in Book 74 of Parcel Maps at pages 20 through 23, records of said County

The above-described parcel contains 584 square feet, more or less, and is shown graphically on Exhibit [^] attached hereto and made a part hereof.

B-2 * * *


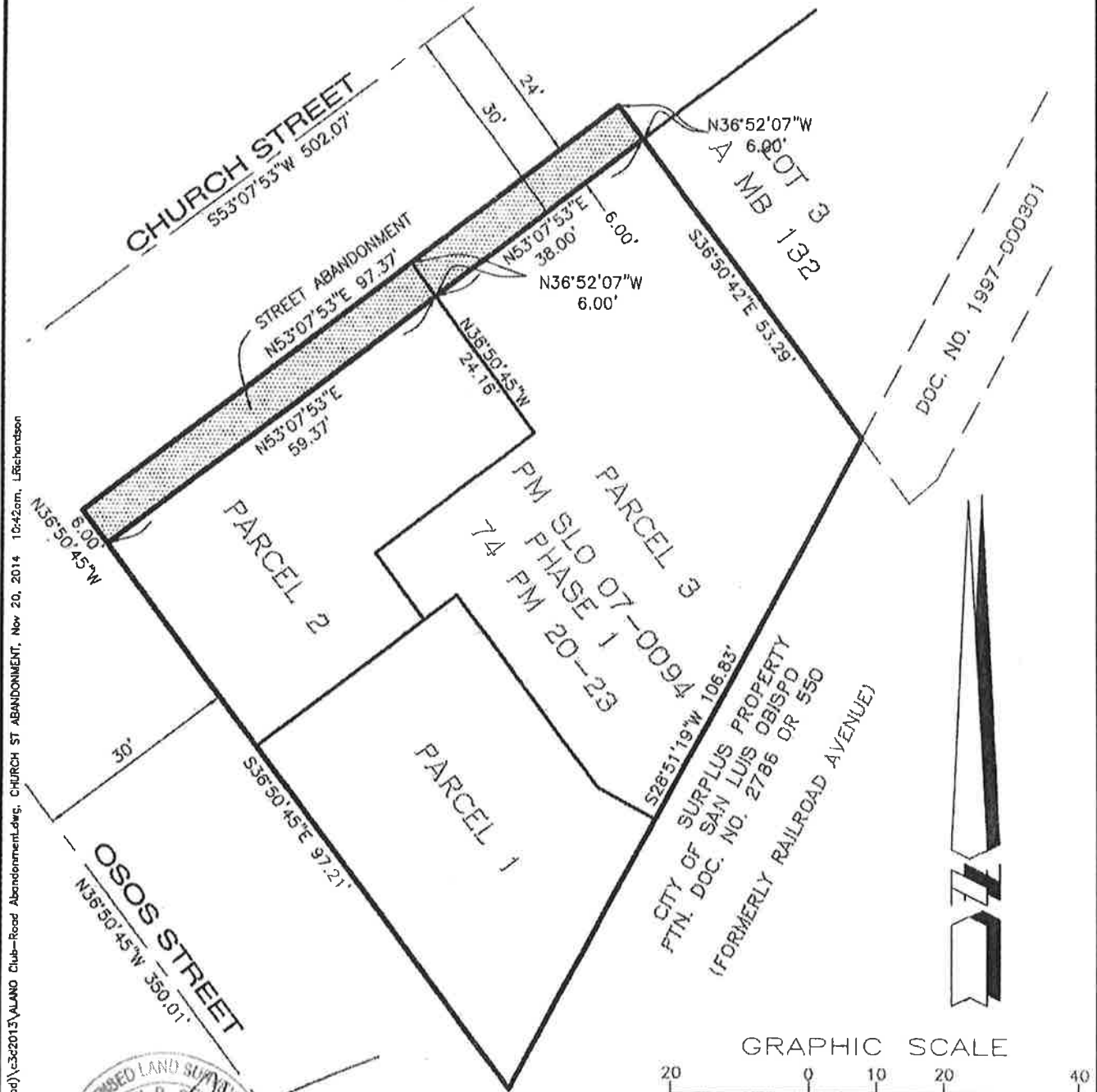

Michael B. Stanton, P.L.S. 5702 Date 11-20-2014

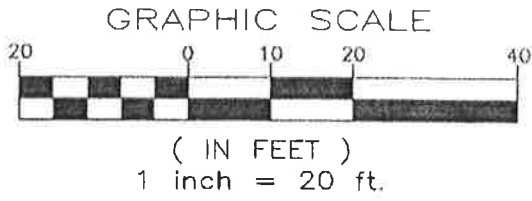


EXHIBIT B-2



M:\06-128 Alamo Club (1010 Railroad)\c3c2d13\ALAMO Club-Road Abandonment.dwg, CHURCH ST ABANDONMENT, Nov 20, 2014 10:42am, LRichardson

LEASED LAND SURVEYOR
MICHAEL B. STANTON
11.20.14
STATE OF CALIFORNIA



MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

**CHURCH STREET
ABANDONMENT
EXHIBIT**