

REAL PROPERTY DONATION AGREEMENT

This REAL PROPERTY DONATION AGREEMENT ("**Agreement**") is made this ____ day of _____, 2021 ("**Agreement Date**") by and between the CITY OF LOMPOC, a municipal corporation ("**City**") and Lorraine M. Cox, as Trustee of Trust A of the Terrill F. Cox and Lorraine M. Cox Trust, dated March 31, 1998 ("**Donor**").

RECITALS

A. Donor owns that certain real property in the City of Lompoc, Santa Barbara County, State of California (APN 085-121-016), legally described on Exhibit A attached hereto ("**Property**"). The Property is a parking lot.

B. Donor has offered to donate the Property to City and City wishes to accept donation of the Property under the terms and conditions stated in this Agreement.

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

TERMS AND CONDITIONS

1. INCORPORATION OF RECITALS; EFFECTIVE DATE.

1.1 Recitals. The Recitals are an integral part of this Agreement and incorporated herein.

1.2 Effective Date. Donor shall deliver two (2) executed copies of this Agreement to City. This Agreement shall be effective upon execution of this Agreement by City, following approval of the Agreement by the City Council, and delivery of one (1) original to Donor ("**Effective Date**").

2. DONATION AND ACCEPTANCE OF PROPERTY. Upon the terms and conditions of this Agreement, Donor hereby agrees to donate the Property to City by a grant deed in a form approved by the City Manager ("**Grant Deed**"). Upon the condition that the Title Policy (defined in Section 4 below) is issued to City, City agrees to accept the Property in AS-IS condition except that Donor represents and warrants to City that Donor owns the Property and there are no leases or third party claims against the Property. City acknowledges that it has not provided any payment, goods or services or other consideration (in whole or in part) to Donor for the Property. Donor understands and agrees that she is estopped to revoke this Agreement as a result of the due diligence and other expenses incurred by City.

3. NO ESCROW; CLOSING; TITLE POLICY.

3.1 No Escrow. No escrow shall be required under this Agreement.

3.2 Closing. Within ten (10) days from the Effective Date, the parties shall consummate this transaction through the Title Company.

(a) Delivery of Deed. Within three (3) days of the Effective Date, Donor shall execute, acknowledge and deliver the Grant Deed to the City.

(b) Preliminary Change of Ownership Statement. Prior to the Closing, City shall complete a Preliminary Change of Ownership Statement (“**PCOR**”) and deliver same to the Title Company to be delivered to the County concurrently with the recordation of the Grant Deed.

(c) Recordation. Promptly upon City’s receipt of the originally executed Grant Deed, City shall execute a Certificate of Acceptance and attach it to the Deed and promptly deliver it to the Title Company for recordation in the Official Records of Santa Barbara County.

(d) Closing Defined. This transaction shall be deemed closed upon confirmation from the Title Company that the Grant Deed has been recorded and the Title Company has issued the Title Policy (as defined in Section 4) (“**Closing**”).

(e) Cooperation. Donor agrees to cooperate with City in the event any additional documents are required to cause the Title Company to issue the Title Policy, if applicable.

3.3 Costs. City shall pay all fees with respect to this transaction, including, but not limited to, the premium for the Title Policy, documentary transfer taxes (if applicable), etc.

4. TITLE POLICY. City shall promptly obtain and review a preliminary title report (“**Title Report**”) from First American Title Insurance Company (“**Title Company**”) with respect to the Property. At Closing, City shall require that the Title Company issue to City an ALTA non-extended coverage owner’s title policy insuring the Property vested in City for the fair value of the Property and subject to such exceptions as acceptable to the City (“**Title Policy**”).

5. MISCELLANEOUS.

5.1 City Manager Authority. On behalf of City, City Manager or his designee (who has been designated in writing by City Manager) shall have the authority to (i) extend any dates under this Agreement, (ii) execute documents required to effect this transaction, and (iii) agree to any non-material modifications of this Agreement.

5.2 No Conflict of Interest. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. City and Donor each warrant that they have not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

5.3 Notices. All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth herein, and the same shall be effective upon receipt if delivered personally, one (1) business day after depositing with an overnight air courier, or two (2) business days after depositing in the mail.

City:

City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attention: City Manager

With copy to:

City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attention: City Attorney

Donor:

Michael S. Hardy, Esq.
115 West Park Avenue
Santa Maria, CA 93458

5.4 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

5.5 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

5.6 Amendment. The Agreement may only be modified or amended by a written document executed by both parties.

5.7 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.8 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated by this Agreement and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

5.9 Qualification; Authority. Each individual executing this Agreement on behalf of a party represents, warrants and covenants to the other party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such party; and (b) such party is bound under the terms of this Agreement.

5.10 Time of Essence. Time is of the essence of this Agreement.

5.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties, notwithstanding that both parties are not signatories to the original or the same counterpart.

5.12 Attorney's Fees. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of this Agreement, the prevailing party shall be

entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and related costs.

5.13 Incorporation of Exhibit. Exhibits A attached hereto is incorporated herein by reference.

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

DONOR:

LORRAINE M. COX, AS TRUSTEE OF
TRUST A OF THE TERRILL F. COX AND
LORRAINE M. COX TRUST, DATED
MARCH 31, 1998

By: _____
Lorraine Cox, Trustee

CITY:

CITY OF LOMPOC, a municipal
corporation

By: _____
James Throop, City Manager

_____, 2021

ATTEST:

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

By: _____
Jeff Malawy, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Lompoc, County of Santa Barbara, State of California legally described as follows:

Lots 6 and 7 in Block 64 of the City of Lompoc, in the City of Lompoc, County of Santa Barbara, State of California, as per map recorded in Book 1, Page 45 of Maps and Surveys, in the Office of the County Recorder of said County.

APN: 085-121-16

Commonly known as 123 North H Street, Lompoc, CA 93436