WHEN RECORDED MAIL TO:

Atascadero Unified School District
5601 West Mall
Atascadero, CA 93422

ASSIGNMENT AND ASSUMPTION OF LEASE (REVISED)

This Assignment and Assumption of Lease ("Assignment") is dated for reference purposes as of the 2nd day of October, 2007, by and between The Board of Trustees of the Atascadero Unified School District, ("Assignor") and the City of Atascadero, a municipal corporation of the State of California ("Assignee") with reference to the following facts:

RECITALS

A. WHEREAS, Assignor is the owner of that certain real property, known generally as Atascadero Creek Reservation No. 3, in the City of Atascadero, San Luis Obispo County, State of California, more particularly described on Exhibit "A" attached and incorporated by this reference (the "Property"); and

B. WHEREAS, on or about October 2, 2007, Assignor quitclaimed all of its right, title and interest in and to the Property, to Assignee, but Assignee has not yet accepted the Property; and

C. WHEREAS, Assignor wishes to assign to Assignee all of Assignor’s right, title and interest as Lessor in and to that certain Lease of a portion of Creek Reservation No. 3, entered into October 11, 1965, between the Atascadero School District and the Treasure of El Camino Real, a nonprofit corporation qualified under the general nonprofit laws of the State of California, a copy of which lease is attached hereto as Exhibit "B" and incorporated by this reference (the "Lease"); and

D. WHEREAS, the "Treasure of El Camino Real" is now known as the Atascadero Historical Society and the Atascadero School District is now known as the Atascadero Unified School District.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
1. **Assignment by Assignor.** Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title and interest in and to that portion of the Lease attributable to Creek Reservation No. 3, effective as of the date of Assignee’s acceptance of the Quitclaim Deed from Assignor of Creek Reservation No. 3 (the “Effective Date”).

2. **Acceptance and Assumption by Assignee.** Assignee hereby accepts the foregoing Assignment and transfer and specifically assumes and agrees to perform and observe each and every covenant, agreement and condition to be performed or observed by Lessor (Assignor) under that portion of the Lease attributable to Creek Reservation No. 3, effective as of the Effective Date.

3. **Governing Law.** This Assignment is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California.

4. **Binding Effect.** Assignment shall apply to, bind and inure to the benefit of Assignor and Assignee, and their respective heirs, legal representatives, representatives, successors and assigns.

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date below.

Dated: __June 03__, 2008

“ASSIGNOR”

ATASCADERO UNIFIED SCHOOL DISTRICT

By: [Signature]
President, Board of Trustees

By: [Signature]
Secretary, Board of Trustees

Dated: __________, 2008

“ASSIGNEE”

CITY OF ATASCADERO

________________________
Mayor

________________________
Attest: City Clerk

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Assignment and Assumption of Lease dated October 02, 2007, from the BOARD OF TRUSTEES OF THE ATASCADERO UNIFIED SCHOOL DISTRICT to the CITY OF ATASCADERO, a municipal corporation of the State of California, is hereby accepted by order of the City Council of the City of Atascadero on _________________, 2008, pursuant to Resolution No. ______________, and authority conferred and adopted by Resolution No. ______________ of the City Council of the City of Atascadero adopted _________________, and the grantee consents to recordation thereof by its duly authorized officer.

Executed on _________________, 2008, at Atascadero, California.

________________________________________
Wade G. McKinney, City Manager
City of Atascadero
On June 9, 2008, before me, Barbara M. Weaver, Notary Public, personally appeared John Rogers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify 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, Barbara M. Weaver

(official notary seal)
STATE OF CALIFORNIA  ss.
COUNTY OF SAN LUIS OBISPO  }

On June 4, 2008, before me, Barbara M. Weaver, Notary Public, personally appeared Tere W. Ellen Switzer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify 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 Barbara M. Weaver

(official notary seal)

t\aus\tascacree\AssignRev2008
EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Atascadero, County of San Luis Obispo, State of California, described as follows:

Parcel 1:

That portion of Atascadero Creek Reservation No. 3 of Atascadero Colony, in the City of Atascadero, County of San Luis Obispo, State of California, according to map recorded in Book 4, page 67C of maps, in the office of the County Recorder of said county, described as follows:

Beginning at a point common to Atascadero Creek Reservation Nos. 2 and 3 and Lots 3 and 9, Administration Park (Sheet No. 67A, Map of Atascadero); thence on a line common to Atascadero Creek Reservation Nos. 2 and 3, South 61°23' East, 117.1 feet to a point common to Atascadero Creek Reservation Nos. 2 and 3 and Lots 2 and 3, Hotel Park, Sheet No. 70, Map of Atascadero; thence along the Westerly boundary of said Lot 2, Hotel Park, South 62°34' West, 25.5 feet; thence South 52°24' West, 200 feet; thence South 23°24' West, 188.0 feet; thence on a line crossing Atascadero Creek, North 51°17' West, 148.7 feet to a point on the Western boundary of Atascadero Creek Reservation No. 3; thence along said Reservation boundary line, North 34°30' East, 105.0 feet; thence North 45°30' East, 76.0 feet; thence North 20°30' East, 67.0 feet; thence North 60°30' East, 109.0 feet; thence North 73°30' East, 41.47 feet to the place of beginning.


APN: ptn 029-361-001

Parcel 2:

Atascadero Creek Reservation No. 3 of Atascadero Colony, in the City of Atascadero, County of San Luis Obispo, State of California, according to map recorded in Book 4, Page 67C of Maps, in the office of the County Recorder of said County.

Excepting therefrom that portion of said Atascadero Creek Reservation No. 3 described as follows:

Beginning at a point common to Atascadero Creek Reservation Nos. 2 and 3 and Lots 3 and 9, Administration Park (Sheet No. 67A, Map of Atascadero); thence on a line common to Atascadero Creek Reservation Nos. 2 and 3, South 61°23' East, 117.1 feet to a point common to Atascadero Creek Reservation Nos. 2 and 3 and Lots 2 and 3, Hotel Park, Sheet No. 70, Map of Atascadero; thence along the Westerly boundary of said Lot 2, Hotel Park, South 62°34' West, 25.5 feet; thence South 52°24' West, 200 feet; thence South 23°24' West, 188.0 feet; thence on a line crossing Atascadero Creek, North 51°17' West, 148.7 feet to a point on the Western boundary of Atascadero Creek Reservation No. 3; thence along said Reservation boundary line,
North 34°30' East, 105.0 feet; thence North 45°30' East, 76.0 feet; thence North 20°30' East, 67.0 feet; thence North 60°30' East, 109.0 feet; thence North 73°30' East, 41.47 feet to the place of beginning.


APN: 029-361-003
ATASCADERO SCHOOL DISTRICT
COUNTY OF SAN LUIS OBISPO
STATE OF CALIFORNIA

Resolution #6, School Year 1965-66
Dated: October 11, 1965

RESOLUTION ACCEPTING BID AND AUTHORIZING EXECUTION OF LEASE

The following resolution is hereby offered and read:

WHEREAS, on September 13, 1965, the Board of Trustees of the Atascadero School District duly adopted a Resolution of Intention to Lease District Owned Real Property; due notice was given of said Resolution and of the time and place of holding the public meeting for the opening of bids for said lease; the highest bid which complied with all terms and conditions of said Resolution and of the attached proposed lease was submitted by "The Treasure of El Camino Real" (also known as the Atascadero Historical Society); it is in the public interest that said lease be awarded by the Atascadero School District to "The Treasure of El Camino Real".

NOW, THEREFORE, BE IT RESOLVED and ORDERED by the Board of Trustees of the Atascadero School District located in the County of San Luis Obispo, State of California, as follows:

1. That the bid of "The Treasure of El Camino Real" for lease of certain real property from the Atascadero School District pursuant to said Resolution of Intention and the lease attached thereto, be and hereby is accepted by the Atascadero School District.

2. That the President and Clerk of the Board of Trustees of the Atascadero School District be and hereby are authorized and directed to execute on behalf of the Atascadero School District that lease set out on the attached document marked "Exhibit A", which is hereby expressly incorporated herein by reference as though here fully set forth.

3. That it is the duty of the Atascadero School District to record said lease and this resolution.

On motion of Board Member Greenman, seconded by Board Member Peterson, and on the following roll call vote, to-wit:

AYES: Greenman, Heilmann, Jespersen, Peterson, Sayers

NOES: None

ABSENT: None

the foregoing resolution is hereby adopted.

[Signatures]

Board of Trustees of the Atascadero School District
LEASE

THIS LEASE, entered into on the 11th day of October, 1965, by and between the Atascadero School District, a public corporation and one of the school districts located in the County of San Luis Obispo, State of California, hereinafter called "School", and The Treasure of El Camino Real, a non-profit corporation qualified under the general non-profit corporation laws of the State of California, hereinafter called "Lessee";

WITNESSETH:

That School hereby leases unto Lessee, and Lessee hereby leases from School, that School-owned real property located in the County of San Luis Obispo, State of California, and more particularly described as follows:

All of Atascadero Creek Reservations Nos. 2 and 3 of Atascadero, in the County of San Luis Obispo, State of California, according to the map of said Atascadero recorded in Book 4 of Maps at page 67-A (Amendment D), records of said County. Excepting therefrom the portion of said Atascadero Creek Reservation No. 3 described as follows:

Beginning at the intersection of the centerline of South Mall with the centerline of East Mall, as shown on the above mentioned map; thence, S. 61° 23' E., along the said centerline of South Mall, 166.00 feet; thence, S. 28° 37' W., 130.43 feet; thence N. 68° 30' E., 1.75 feet to the True Point of Beginning, being the southwesterly terminus of the course bearing N. 68° 30' E. in the easterly line of said Reservation No. 3; thence, along said easterly line N. 68° 30' E., 73.00 feet; thence, continuing along said easterly line, S. 45° 30' E., 53.94 feet; thence leaving said easterly line S. 5° 49' W., 19.14 feet; thence, S. 18° 21' W., 41.77 feet; thence, S. 60° 45' W., 22.57 feet; thence N. 64° 36' W., 102.64 feet to a point on the aforesaid easterly line; thence, N. 29° 30' E., 42.33 feet to the True Point of Beginning.

upon the following terms and conditions:

1. Lessee shall pay the sum of One Dollar and no cents ($1.00) per year payable at the commencement of each Lease year.

2. Lessee may use the premises for the following purposes only: recreation, park, museum and historic purposes.

3. Lease may not be assigned, sublet or transferred by Lessee unless School First gives its written consent.

4. The School will not be responsible to Lessee for any loss of property from said premises, or for any injury, loss or damage to any building or buildings,

"Exhibit A"
or the contents thereof, placed on said real property as provided herein by Lessee, however occurring.

5. The School shall have the right to enter said premises at all reasonable hours to examine the same.

6. Lessee hereby waives all claims for damages that may be caused by the School in re-entering and taking possession of the premises as here in provided, and all claims for damages that may result from the destruction of or injury to the premises thereby; and all claims for damages to or loss of such property belonging to the Lessee as may be in or upon the premises at the time of such re-entering. Lessee also waives all claims against the School for damages to any property of Lessee from any cause arising at any time.

7. The School reserves the right at any time to make such reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care, and cleanliness of the premises, and for the preservation of good order therein.

8. Lessee hereby agrees to indemnify and save harmless the School from any and all manner of damages, charges, suits, costs and expenses which it may sustain or be put to by reason of the Lessee's use of the said premises or by reason of anything relating thereto or by reason of this Lease or any of the provisions hereof.

9. Lessee further agrees, prior to the commencement of this Lease, to purchase adequate insurance in the name of the Lessee and in the name of the School in the amount of $ 1,000,000.00 / $ Public Liability Insurance and $ 5,000.00 Property Damage Insurance to protect all persons who may sustain injury as a result of the use to which the premises are put.

10. If suit be necessary to enforce any part or portion of this Lease by School, Lessee agrees to pay attorney fees and all court costs connected therewith.

11. Lessee shall arrange for and pay for all of the utility hookups to said premises and shall pay all bills for water, gas, electrical service, and other public utility services used in, on or about said premises during the period of this Lease.
12. Lessee agrees and promises that it will comply with and observe all statutes, ordinances, rules and regulations of the Federal, State, Municipal, County or other public authority.

13. This lease shall be valid for a period of ninety-nine (99) years from the date hereof unless sooner terminated as herein provided.

14. Lessee agrees that it shall not have access to the above-described real property through any other School-owned real property than that leased to Lessee herein, and Lessee further agrees to provide its own access to the above described real property.

15. If Lessee for any reason fails or omits to comply with any of the terms and conditions of this Lease, School shall have the right to terminate this Lease by mailing to Lessee, postage prepaid, thirty (30) days written notice of such termination.

16. A waiver by School of any failure or omission by Lessee to comply with any of the terms and conditions of this Lease shall not constitute a waiver by School of any other such failure or omission.

17. Lessee shall have the right during the term of this Lease to place on the above described real property a building or buildings suitable to carry out the purposes of this Lease set out in paragraph no. 2 hereinafore. Said building or buildings shall be the property of and belong exclusively to Lessee, who shall at its own sole cost and expense pay for any and all repairs, maintenance and custodial care in, on and around said building or buildings. Lessee shall at its own sole cost and expense pay for any and all insurance on said building or buildings.

18. Lessee agrees to keep said real property in good order and free from all refuse, and shall promptly remove all ashes, garbage and refuse of any kind from said real property during the term of this Lease.

19. At the end of this Lease term, or at any sooner termination of this Lease as provided herein, Lessee agrees to surrender the above described real property to School in as good condition as received, reasonable wear and tear excepted. Lessee shall at its own sole cost and expense remove from said real property upon said end or termination any and all buildings placed thereon by Lessee.
pursuant to this Lease, within thirty (30) days after said end or termination. If any of said building or buildings are not so removed by Lessee from said real property by the end of said thirty (30) days, then School shall have the right either to keep said building or buildings on said premises in which case said building or buildings shall automatically belong to and become the property of School or of removing in any manner deemed appropriate to School said building or buildings from said premises at the sole cost and expense of Lessee in which event Lessee shall pay to School the cost thereof within thirty (30) days after the mailing by School to Lessee, postage prepaid, of an itemized bill which sets out the cost of said removal.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first above written.

ATASCADERO SCHOOL DISTRICT

By: [Signature]
President of the Board of Trustees of the Atascadero School District

ATTEST:

[Signature]
Clerk of the Board of Trustees of the Atascadero School District

LESSEE

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

By: Everett Penny, Pres
(Name and Title)

By: Marjorie R. Mackey, Sec
(Name and Title)

On this 22nd day of October, in the year One Thousand Nine Hundred and sixty-five, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Everett Penny and Marjorie R. Mackey, known to me to be the President and Secretary of the corporation that executed the within instrument and also known to me to be the persons who executed it on behalf of the said Corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal at my office in the day and year in this certificate first above written.

Alice E. Upton
Notary Public in and for said County and State.
STATE OF CALIFORNIA  
COUNTY OF SAN LUIS OBISPO  

On this 11th day of October, 1965, before me, the undersigned Notary Public, personally appeared Klaus Heilmann and Alice Sayers, known to me to be the President and Clerk, respectively, of the Board of Trustees of the Atascadero School District and known to me to be the persons who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such political subdivision executed the same.

Alice E. Upton  
Notary Public in and for Said County & State

(SEAL)

Document No.  28666  
RECORDED AT REQUEST OF  
At 10:00 MIN. PAST 9:15 A.M.  
VOL. 1075 O/R. P. 57  
SAN LUIS OBISPO COUNTY, CAL.  

NOV 17 1965  
Mary C. Hamlin  
County Recorder  
By:  Deputy.

Fee $  
Indexed.