

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("**Agreement**") is dated for reference purposes as of February 6, 2024 by and between San Luis Obispo Parks, Open Space and Trails Foundation (commonly known as "SLOPOST"), a California nonprofit public benefit corporation ("**Assignor**"), and the Central Coast Dog Park Alliance, a nonprofit organization ("**Assignee**") who agree as follows:

1. Background. This Agreement is made with respect to that certain Lease Agreement executed February 12, 2012 amended by that First Amendment dated February 2, 2017 and Second Amendment dated January 24, 2022 (as amended, the "**Lease**") between the City of El Paso de Robles, a municipal corporation of the State of California ("**Lessor**") and Assignor (as lessee) with respect to approximately 1.8 acres of real property situated in the City of El Paso de Robles, County of San Luis Obispo, described and depicted in Exhibits A and B of the original Lease document (the "**Property**"). Assignee has been formed as a new nonprofit organization in order to take over dog-park-related obligations from Assignor, and as a part of such transaction, the Lease must be assigned. Assignor desires to assign all its right, title and interest as lessee under the Lease to Assignee, with Assignee assuming all obligations of Assignor, lessee under the Lease.

2. Effective Date of Agreement. This Agreement shall take effect the last to occur of the following: (i) full execution by all parties and Lessor's consent, as shown by the last date entered below the parties' signatures, but no earlier than February 25, 2024 and (ii) upon the consummation of the transaction between Assignee and Assignor.

3. Assignment and Assumption. Assignor hereby assigns and transfers to Assignee all its right, title and interest in the Lease, and Assignee accepts the assignment and assumes and agrees to perform, as a direct obligation to Lessor, all the obligations of Assignor/Lessee under the Lease. Upon the Effective Date of this Agreement as set forth in Section 2, Assignor shall be released from all of its duties, obligations and liabilities under the Lease.

4. Attorneys' Fees. If any party commences an action against any of the parties arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs of suit.

5. Successors. This Agreement shall be binding on and inure to the benefit of the parties and their successors, provided that this paragraph shall not constitute a waiver by Lessor of its right to withhold its consent to any further assignments under the Lease.

6. New Notice Address: The following shall be the notice address for Assignee:

Central Coast Dog Park Alliance
PO Box 4511
San Luis Obispo, CA 93403
Attn: Katherine Kimball

IN WITNESS WHEREOF the parties hereby agree to the terms of this Agreement as of the Effective Date.

ASSIGNOR:

SLOPOST, a California nonprofit public benefit corporation

By: Kathy Longacre
Kathy Longacre (Jan 26, 2024 09:35 PST)
Name: Kathy Longacre
Its: President
Date: Jan 26, 2024

ASSIGNEE:

Central Coast Dog Park Alliance, a nonprofit organization

By: Katherine Kimball
Katherine Kimball (Jan 26, 2024 12:07 PST)
Name: Katherine Kimball
Its: President
Date: Jan 26, 2024

LESSOR'S CONSENT

Lessor hereby consents to this Assignment and Assumption of Lease and the changes to terms and conditions of the Lease as contained herein, including any and all options.

The City of El Paso de Robles, a

By: _____, its City Manager

Signature

Date: _____

Signature:

Email: afortin@prcity.com