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DATE: February 19, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF A TEN YEAR PROPERTY USE AGREEMENT WITH THE NORTH COUNTY MODEL RAILROAD SOCIETY AT OCEANSIDE HERITAGE PARK**

**SYNOPSIS**

Staff recommends that the City Council approve a ten-year property use agreement with the North County Model Railroad Society in the minimum amount of \$6,000 per year for use of building space located at Heritage Park, 220 Peyri Road for educational programs and services to the public; and authorize the City Manager to execute the agreement.

**BACKGROUND**

The North County Model Railroad Society (“NCMRS”) is a recognized non-profit 501(c)(3) service organization. NCMRS is a long standing entity in North County and would like to establish a Model Railroad Museum at Oceanside Heritage Park that offers educational programs and services to the public.

The subject building space (“Property”) is currently being utilized for storage at Heritage Park. The City has agreed to make minor improvements consisting of interior paint, carpeting, and relocation of several electrical outlets. Thereafter, NCMRS will be responsible for any future improvements, ongoing maintenance and utility costs associated to the Property. Any future improvements must be approved in writing by the City Manager.

**ANALYSIS**

The proposed property use agreement (“Agreement”) is for a period of ten years, from March 1, 2014, and terminating on February 28, 2024, with one additional five-year option to renew.

NCMRS will pay a minimum property use payment of \$6,000 per year, payable monthly in advance at the rate of \$500. Permittee will work with Heritage Park Association to adhere to Park hours of operation, rules and event functions.

**FISCAL IMPACT**

The Agreement will result in property use revenue for the Property, over the ten-year term, in the minimum amount of \$60,000. For FY 2013/14 the total received will be \$2,000 which will be deposited and appropriated into the following accounts:

<b><u>Description</u></b>	<b><u>Account Number</u></b>	<b><u>Debit</u></b>	<b><u>Credit</u></b>
Rec Rental-Heritage Park	935948101.4352 (S) 100020		\$2,000
Material & Supply	935948101.5355	\$2,000	

Future revenue will be used for maintenance supplies, restroom supplies and minor park improvements.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORT**

The Parks and Recreation Commission unanimously recommended that City Council approve this Agreement at its January 14, 2014 meeting.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve a ten-year property use agreement with the North County Model Railroad Society in the minimum amount of \$6,000 per year for use of building space located at Heritage Park, 220 Peyri Road for educational programs and services to the public; and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:



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Eileen Turk  
Parks and Recreation Division Manager



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Steven R. Jepsen  
City Manager

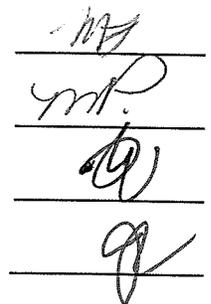
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Margery Pierce, Housing and Neighborhood Services Director

Douglas E. Eddow, Real Estate Manager

James R. Riley, Financial Services Director



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**CITY OF OCEANSIDE  
PROPERTY USE AGREEMENT  
WITH OCEANSIDE NORTH COUNTY MODEL RAILROAD SOCIETY  
FOR USE OF CITY OWNED PROPERTY AT  
HERITAGE PARK, 220 PEYRI ROAD**

THIS PROPERTY USE AGREEMENT, hereinafter called "Agreement", is executed between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "CITY", and the **OCEANSIDE NORTH COUNTY MODEL RAILROAD SOCIETY**, hereinafter called "PERMITTEE".

**RECITALS**

WHEREAS, CITY is the owner of that certain real property situated in the City of Oceanside, County of San Diego, State of California, commonly known as Heritage Park, 220 Peyri Road, Oceanside, California, and more particularly shown on a sketch thereof marked Exhibit "A" attached hereto and by this reference made part of this Agreement. Said real property is hereinafter called the "PREMISES"; and

WHEREAS, PERMITTEE is a recognized non-profit public service organization providing a model railroad museum for public viewing. This service and educational program will be open to the public and is desirous of providing said Services from the PREMISES; and

WHEREAS, CITY acknowledges that said Services provided by PERMITTEE are valuable to the citizens of the City of Oceanside and is desirous of allowing PERMITTEE the use of said real property in accordance with the terms, covenants, conditions and provisions contained herein.

**AGREEMENT**

**NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

**SECTION 1: USES**

**1.01 Premises.** CITY hereby authorizes PERMITTEE, in accordance with the terms, covenants, conditions and provisions of this Agreement, the non-exclusive use of eight hundred square foot building space of the PREMISES, located at Heritage Park as more particularly described on attached Exhibit "A". The non-exclusive use of the PREMISES shall be coordinated with and subject to the approval of the CITY'S representative for Heritage Park.

**1.02 Uses.** It is expressly agreed that the PREMISES shall be used by PERMITTEE solely and exclusively for the purpose of providing a Model Railroad Museum and services for all citizens, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

PERMITTEE covenants and agrees to use the PREMISES for the above specified purposes and to diligently pursue said purposes throughout the term hereof. In the event that PERMITTEE fails to continuously use the PREMISES for said purposes, or uses the PREMISES for purposes not expressly authorized herein, the PERMITTEE shall be deemed in default under this Agreement.

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**SECTION 2: TERM**

**2.01 Commencement.** The term of this Agreement shall be for a period of **ten (10) years**, beginning March 1, 2014 and terminating February 28, 2024

**2.02 Extension of Term.** The PERMITTEE may request an extension of the term of this Agreement for the PREMISES for an additional **five (5) years** under the terms and conditions of this Agreement, provided that the PERMITTEE is not in default or breach of any term, condition, or covenant of this Agreement.

The PERMITTEE may request not more than **one (1) five-year** extension of term by providing the City Manager with its written request no later than **ninety (90) days** prior to the expiration of the term of this Agreement. The City Manager or City Manager's designee shall notify the PERMITTEE not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the City Council for approval. Recommendation by the City Manager does not constitute City Council approval of the extension request. The City Manager in his capacity as the City Council's authorized representative, shall, in his sole discretion, have the authority to deny any such request. Any such denial shall be sent to the PERMITTEE not later than **thirty (30) days** from receipt of the request for extension.

The City Council, at its sole discretion, may approve or deny the extension of the term of this Agreement. In the event the City Council is unable to consider the renewal request in sufficient time as to provide PERMITTEE with **thirty (30) days** notice of termination in the case of denial, the Agreement shall be extended for a period not to exceed **thirty (30) days**, to allow for such **thirty (30) day** notice of termination.

**2.03 Termination Provisions.** Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement by giving the other party at least **ninety (90) days** prior written notice of such termination.

**2.04 Business License.** PERMITTEE agrees to obtain and maintain, at its sole cost and expense, a current Business License issued from the City of Oceanside during the full term of this Agreement, provided such a license is required for PERMITTEE'S operations under this Agreement. Further, PERMITTEE agrees to maintain corporate status and a 501(c)(3) designation for the full term of this Agreement.

**2.05 Permits and Licenses.** PERMITTEE shall obtain and maintain, during the term of this Agreement, all local, county, state and federal permits and licenses required for the operation of the services on the PREMISES.

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**SECTION 3: PROPERTY USE PAYMENT**

**3.01 Property Use Payment.** PERMITTEE agrees to pay CITY, as rental for said premises, **five-hundred dollars (\$500)** per month payable by the 5<sup>th</sup> of each month,

**SECTION 4: RECORDS**

**4.01 Inspection of Records.** PERMITTEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine PERMITTEE'S compliance with this Agreement. These records and accounts will be made available by PERMITTEE at the PREMISES and will be complete and accurate showing all income and receipts from the use of the PREMISES. PERMITTEE'S failure to keep and maintain such records and make them available for inspection by CITY shall be deemed a default of this Agreement. PERMITTEE shall maintain all such records and accounts for a minimum period of **five (5) years**.

**4.02 Annual Program Report.** PERMITTEE shall be required to provide CITY with a written annual financial and operations report regarding all phases of PERMITTEE'S use and occupation of the PREMISES. PERMITTEE shall submit said report to CITY within **sixty (60) days** of each anniversary date of this Agreement.

**SECTION 5: INSURANCE RISKS/SECURITY**

**5.01 Indemnity.** PERMITTEE shall indemnify, save and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of or related to the conduct of the PERMITTEE or its employees, agents, or others in connection with its use and occupation of the PREMISES under this Agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the CITY, its officers, agents, or employees. PERMITTEE'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, PERMITTEE at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

**5.02 Insurance.** PERMITTEE shall take out and maintain in full force and effect at all times during the term of this Agreement the following insurance at its sole expense:

- a. PERMITTEE shall maintain the following minimum limits:

**Comprehensive General Liability Insurance**

**Combined Single Limit Per  
Occurrence**

**\$1,000,000**

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**General Aggregate**

\$2,000,000

**b.** All insurance companies affording coverage to the PERMITTEE shall be required to add the City of Oceanside as "additional insured" under the designated insurance policy(s) required in accordance with this Agreement.

**c.** All insurance companies affording coverage to the PERMITTEE shall be insurance organizations acceptable to the CITY, and authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

**d.** All insurance companies affording coverage shall provide **thirty (30) days** written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**e.** PERMITTEE shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

**f.** PERMITTEE shall provide a substitute certificate of insurance no later than **thirty (30) days** prior to the policy expiration date. Failure by the PERMITTEE to provide such a substitution and extend the policy expiration date shall be considered a default by PERMITTEE and may subject the PERMITTEE to a termination of this Agreement.

**g.** Maintenance of insurance by the PERMITTEE as specified in this Agreement shall in no way be interpreted as relieving the PERMITTEE of any responsibility whatever the PERMITTEE may carry, at its own expense, such additional insurance as it deems necessary.

**h.** If PERMITTEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within **thirty (30) days** of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by PERMITTEE on the **first (1<sup>st</sup>) day** of the month following the notice of payment by CITY.

**i.** CITY, at its discretion, may require the revision of amounts and coverage at any time during the term of this Agreement by giving PERMITTEE **sixty (60) days** prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the PREMISES. PERMITTEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.

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**5.03 Accident Reports.** PERMITTEE shall, within **seventy-two (72) hours** after occurrence, report to CITY any accident causing property damage or any serious injury to persons on the PREMISES. This report shall contain the names and addresses of the parties involved a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

**5.04 Hours/Days of Operation.** PERMITTEE will be allowed to operate seven (7) days a week between 9:00 a.m. - 9:00 p.m. PERMITTEE'S use must yield to any Park rentals (such as weddings, etc.) and to any events conducted by The Friends of Heritage Park.

**SECTION 6: GENERAL PROVISIONS**

**6.01 Maintenance.** With respect to PERMITTEE'S operations at or on the PREMISES, PERMITTEE shall make all repairs and replacements necessary to maintain and preserve the PREMISES in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws.

In the event that the PREMISES are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, upon written notice to PERMITTEE, to have any necessary maintenance work done at the expense of PERMITTEE, and PERMITTEE shall promptly pay any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said PREMISES in a decent, safe, healthy, and sanitary condition. PERMITTEE shall make payment no later than **thirty (30) days** after written notice from the CITY. Further, if at any time CITY determines that said PREMISES are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, upon written notice, require PERMITTEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct said unsatisfactory condition. PERMITTEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this Agreement imposed on CITY.

**6.02 Utilities.** PERMITTEE shall be responsible for monthly pro-rata electric utility costs which will be estimated and billed monthly to PERMITTEE.

**6.03 Sign.** PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the PREMISES, PERMITTEE shall remove the item at its expense within **twenty-four (24) hours** of written notice thereof by CITY, or CITY may thereupon remove the item at PERMITTEE'S cost.

**6.04 Taxes.** PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the PREMISES, including, any buildings,

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structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE or levied by reason of the business or other PERMITTEE activities related to the PREMISES, including any licenses or permits.

PERMITTEE recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on such interest, and that PERMITTEE shall pay all such possessory interest taxes.

**6.05 Notices.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**To CITY:**

**City of Oceanside  
Property Management  
300 North Coast Highway  
Oceanside, CA 92054**

**To PERMITTEE:**

**Harold Helland, President  
Oceanside Railroad Museum  
14 Calle Portofino  
San Clemente, CA 92673**

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) **three (3) working days** following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

**6.06 City Approval.** The City Manager shall be the CITY'S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The City Manager may delegate authority in connection with this Agreement to the City Manager's designee(s). For the purposes of directing PERMITTEE in accordance with this Agreement, which does not result in a change to this Agreement, the City Manager delegates authority to the Real Estate Manager of the Property Management Division.

**6.07 Entire Agreement.** This Agreement comprises the entire integrated understanding between CITY and PERMITTEE concerning the use and occupation of the PREMISES and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the PREMISES, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

The interpretation, validity and enforcement of the Agreement shall be governed by and

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construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

**6.08 Compliance with Laws.** The PERMITTEE shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**6.09 Agreement Modification.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

**6.10 Assignment and Subletting-No Encumbrance.** This Agreement and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of the PERMITTEE'S duties be delegated, without the express written consent of CITY. Any attempt to assign or delegate this Agreement without the express written consent of CITY shall be void and of no force or effect. Consent by CITY to one assignment, transfer, subAgreement, or delegation shall not be deemed to be a consent to any subsequent assignment, transfer, subAgreement, or delegation.

**6.11 Defaults and Termination.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within **ninety (90) days** of the notice.

If the defaulting party is actually in default of this Agreement and fails to cure the default within **ninety (90) days** of the notice, or, if more than **ninety (90) days** are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within **ten (10) days** of the notice, the demanding party may terminate this Agreement upon written notice to the defaulting party.

CITY may also terminate this Agreement upon written notice to PERMITTEE in the event that:

PERMITTEE fails to maintain corporate status and a 501(c) (3) designation.

PERMITTEE has previously been notified by CITY of PERMITTEE'S default under

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this Agreement and PERMITTEE, after beginning to cure the default, fails to diligently pursue the cure of the default to completion, or

PERMITTEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, or

PERMITTEE shall be adjudicated a bankruptcy, or

PERMITTEE shall make a general assignment for the benefit of creditors.

Upon termination, CITY may immediately enter and take possession of the PREMISES.

**6.12 Other Regulations.** All use of the PREMISES under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicative rules and regulations and ordinances of the County of San Diego and City of Oceanside now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by state or federal law.

**6.13 Waiver.** Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Agreement. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and PERMITTEE specifically agree that the property constituting the PREMISES is CITY-owned and held in trust for the benefit of the City of Oceanside and that any failure by the City Manager or CITY staff to discover a default or take prompt action require the cure of any default shall not result in an equitable estoppel, but CITY shall, at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

**6.14 Waste, Damage or Destruction.** PERMITTEE shall give notice to CITY of any fire or other damage that occurs on the PREMISES within **seventy-two (72) hours** of such fire or damage. PERMITTEE shall not commit or suffer to be committed any waste or injury or any public or private nuisance. PERMITTEE agrees to keep the PREMISES clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the PREMISES shall be damaged by any cause which puts the PREMISES into a condition which is not decent, safe, healthy and sanitary, PERMITTEE agrees to make or cause to be made full repair of said damage and to restore the PREMISES to the condition which existed prior to said damage and to restore the PREMISES to the condition which existed prior to said damage; or, at CITY'S option, and upon receipt of written demand

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thereof, PERMITTEE agrees to clear and remove from the PREMISES all debris resulting from said damage and rebuild the PREMISES in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage. PERMITTEE shall be responsible for all costs incurred in the repair and restoration, or rebuilding of the PREMISES.

**6.15 Improvements/Alterations.** No improvements, structures, or installations shall be constructed on the PREMISES, and the PREMISES may not be altered by PERMITTEE without prior written approval by the City Manager. Further, PERMITTEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the PREMISES without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve PERMITTEE of any obligation under this Agreement to maintain the PREMISES in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY has agreed to take down internal walls, paint, carpet and do minor relocation of several electrical outlets. If PERMITTEE would like any additional changes, PERMITTEE will be responsible to pay for any future improvements or alterations. PERMITTEE is aware that subject building space does not have heating or air conditioning.

**6.16 Liens.** PERMITTEE shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the PREMISES without the prior written consent of the City Manager. PERMITTEE shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the PREMISES for which PERMITTEE does not have the prior written consent of the city Manager.

**6.17 Building Security.** In the event PERMITTEE enters or leaves the building when CITY staff is not present, PERMITTEE shall be responsible to properly secure the building.

**SECTION 7: SPECIAL PROVISIONS**

**7.01 Additional Custodial Requirements.** PERMITTEE agrees to dispose of any trash in an appropriate solid waste receptacle, located outside the building.

**7.02 Occasional Use of Additional Space.** In the event PERMITTEE requires the occasional use of additional space at Heritage Park Livery Stable, PERMITTEE may reserve such room(s) at least **five (5) working days** prior to required date to the Friends of Heritage Park.

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**SECTION 8: SIGNATURES**

**8.01 Signature Page.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PERMITTEE and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Property Use Agreement to be executed by setting hereunto their signatures on the day and year respectively written hereinbelow.

**CITY**  
THE CITY OF OCEANSIDE  
a municipal corporation

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

By *Robert Hamilton, 1965*  
City Attorney

**PERMITTEE**  
OCEANSIDE NORTH COUNTY RAILROAD SOCIETY

Date 2/6/14

By *Harold Holland*

Date 2/6/14

By *[Signature]*

**NOTARY ACKNOWLEDGMENTS OF PERMITTEE'S SIGNATURE(S) MUST BE ATTACHED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )

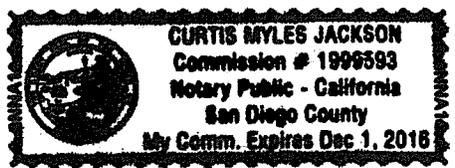
County of San Diego ) SS.

On 2/6/14 before me, Curtis Jackson, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Joseph Cuevas and Harold Helland  
Name(s) of Signer(s)

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 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]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

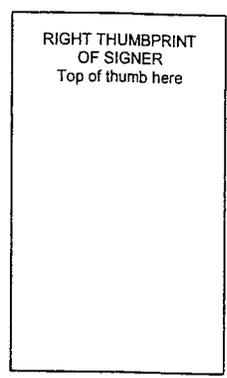
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# HERITAGE PARK

## MODEL RAILROAD MUSEUM -----



EXHIBIT "A"