
CONVEYANCE AGREEMENT

between the

YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT

and

UMPQUA BANK

Dated as of September 1, 2018

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT, dated as of September 1, 2018 (this “Conveyance Agreement”), is entered into between the YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT, a California community services district (the “District”) duly organized and validly existing under the laws of the State of California, and UMPQUA BANK, an Oregon state-chartered bank (the “Lender”).

R E C I T A L S:

WHEREAS, the District and the Lender desire to provide funds to certain legal costs and expenses of the District for the benefit of the District (the “Project”), to be repaid by installment purchase payments to be made by the District, as purchaser of the Enterprise (as defined in the Installment Purchase Contract), to the Lender, as seller, pursuant to that certain Installment Purchase Contract dated as of September 1, 2018 (the “Installment Purchase Contract”) between the District and the Lender.

NOW, THEREFORE, in consideration of receipt of the amount of \$355,280 by the District as the purchase price of the Enterprise, and of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

Section 1. The District hereby sells, conveys and transfers to the Lender all of its right, title and interest in and to the Enterprise but only to the extent the components of the Enterprise may be legally transferred by the District, and the Lender hereby purchases, acquires and accepts from the District all of the District’s right, title and interest in and to the Enterprise, subject to the obligation of the Lender to resell the Enterprise to the District pursuant to the Installment Purchase Contract.

Section 2. The District hereby agrees to cooperate and provide further assurances to the Lender in order to accomplish the purposes of this Conveyance Agreement. The District hereby agrees to indemnify and hold the Lender harmless against any and all claims, losses, costs or damages as a result of the District’s conveyance of the Enterprise to the Lender as provided herein, or the financing of the Project.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Conveyance Agreement by their officers as of the date first above written.

YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT

By: Richard W. Ryan
Chairman

ATTEST:

By Karen Blodowring
Secretary

UMPQUA BANK

By: _____
Title: Vice President

Kg

IN WITNESS WHEREOF, the parties hereto have executed this Conveyance Agreement by their officers as of the date first above written.

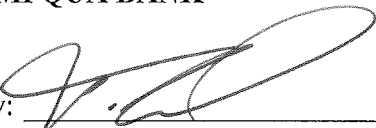
**YOSEMITE ALPINE COMMUNITY SERVICES
DISTRICT**

By: _____
Chairman

ATTEST:

By _____
Secretary

UMPQUA BANK

By:  _____
Title: Vice President