

LAND CONVEYANCE FROM COUNTY OF HUMBOLDT TO
LOLETA COMMUNITY SERVICES DISTRICT

TRANSFER AGREEMENT

This Transfer Agreement, hereinafter referred to as AGREEMENT, dated this _____ day of _____, 2021, between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and LOLETA COMMUNITY SERVICES DISTRICT, a special district of the State of California, hereinafter referred to as LCSD;

WITNESSETH:

WHEREAS, COUNTY represents and warrants that it is the owner in fee of a parcel of land situated in Section 17 in Township 3 North, Range 1 West of the Humboldt Meridian. As such, COUNTY has the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY obtained the parcel on November 8, 1963, for COUNTY use; and

WHEREAS, LCSD was duly formed on November 13, 1990 and is operating pursuant to the Community Services District Law (Government Code §§ 61000 et seq.); and

WHEREAS, LCSD would like to own and maintain the parcel described herein for the purpose of constructing new water tanks and associated improvements; and

WHEREAS, LCSD has requested COUNTY to sign and deliver to LCSD a grant deed, subject to conditions herein, for said property.

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY, as requested, shall execute and deliver to LCSD a grant deed, attached hereto and made a part hereof, for the conveyance of all rights to the real estate of the parcel, subject to the conditions of transfer herein and as defined by law. Parcel is described in Exhibit A and shown in Exhibit B of aforementioned grant deed. Delivery of said grant deed for the parcel is made expressly subject to the terms and conditions set forth herein.
2. LCSD shall pay to the order of COUNTY the sum of One Dollar (\$1.00) as just compensation for the property rights conveyed in this transaction. COUNTY and LCSD understand that valuation of the property is not necessary unless LCSD fails to uphold the conditions of the transfer of the property.
3. LCSD agrees that, should it use the parcel for any non-community services related purpose, LCSD shall pay COUNTY for the value of the land, valued by fair market

comparison at the time of the repurposing or transfer to COUNTY, its own sufficient, equivalent, and unsullied real property.

4. LCSD agrees to pay any title report, escrow fees and deed issuance fees associated with the transfer of the property. LCSD agrees to pay all recording fees in conjunction with this transaction.

5. LCSD shall defend, indemnify, and hold harmless COUNTY from all loss, damage, expense, and liability resulting from injury to or death of any person or damage to or destruction of any property actually resulting from any grossly negligent act, error, or omission by LCSD, its employees, agents, and contractors in the performance of this AGREEMENT.

6. The term of this AGREEMENT, shall commence upon execution of this AGREEMENT by both parties.

7. No obligation other than those set forth herein will be recognized.

IN WITNESS WHEREOF, the undersigned have executed this agreement.

COUNTY:

**LOLETA COMMUNITY SERVICES
DISTRICT:**

By: _____
VIRGINIA BASS
CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

By: _____
SETH MARKS
BOARD PRESIDENT
LOLETA COMMUNITY SERVICES
DISTRICT

ATTEST:
(SEAL)

ATTEST:
(SEAL)

By: _____
CLERK
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

By: _____
CLERK
BOARD OF DIRECTORS
LOLETA COMMUNITY SERVICES
DISTRICT