



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C41

For the meeting of: June 26, 2018

Date: June 11, 2018



To: Board of Supervisors




From:  Thomas K. Mattson, Public Works Director

SUBJECT: Convey Property at 746 K Street, Blue Lake, CA to Blue Lake Fire Protection District, Assessor Parcel Number 025-022-002 (4/5 vote required)

RECOMMENDATIONS: That the Board of Supervisors (4/5 vote required):

1. Find that property known as Assessor Parcel Number 025-022-002 is not required for County of Humboldt use
2. Adopt and authorize the Chair of the Board to execute the attached Resolution to Convey Property to Blue Lake Fire Protection District. (Attachment 1)
3. Approve and authorize the Chair of the Board to execute the attached Transfer Agreement. (Attachment 2)
4. Approve and authorize the Chair of the Board to execute the attached Grant Deed (Attachment 3)

Prepared by Deb Vining, Senior Real Property Agent  CAO Approval 


REVIEW: Auditor  County Counsel  Human Resources  Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. C-27
 Meeting of: June 5, 2018

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Bass Seconded by Supervisor Fennell
 Ayes Bass, Fennell, Sundberg, Bohn
 Nays _____
 Abstain _____
 Absent Wilson

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/26/18
 By: 
 Kathy Hayes, Clerk of the Board

5. Direct the Clerk of the Board to return the original executed Grant Deed, Resolution for Property Conveyance, and Transfer Agreement to the Land Use Division staff for further processing, retaining a copy of the same with meeting records
6. Authorize the Public Works Director, Thomas K. Mattson, to execute the Escrow Instructions, disclosure statements, and any other documents needed to complete the property conveyance (Attachment 7)

SOURCE OF FUNDING: N/A

DISCUSSION: Charles M. Tomlinson conveyed Lots 10 and 11 of C. Chartin's First Addition to Blue Lake, Assessor Parcel Number 025-022-002, to County of Humboldt for \$10.00 on May 13, 1941. The property is commonly known as the "Blue Lake Road Barn" located at 746 K Street in the City of Blue Lake.

Blue Lake Fire Protection District (BLFPD) has requested to acquire the county's parcel in order to build a new fire station. BLFPD entered into a lease with the county for the road barn on August 5, 2003, and has continuously occupied the property since that time. The Fire Protection District was formed under Health & Safety Code sections 14001-14017 in 1953 and in 1968 annexed the City of Blue Lake into the fire district under Health & Safety Code section 14022, becoming the Blue Lake Fire Protection District.

Government Code (GC) section 25365 authorizes your Board to convey property to any special district, such as BLFPD, if the property is not required for county use. Such a conveyance requires publication of a notice of intention and a four-fifths (4/5) vote of the Board of Supervisors. The notice of intention was published in the Times Standard newspaper on June 10, 2018. (Attachment 4) The property was likely acquired for construction of a Road Maintenance Barn. However, for the past fourteen (14) years, Blue Lake Fire Protection District has rented the property for use as a fire training facility and for equipment storage. The county does not require the property for its current and future operational use. In addition, the City of Blue Lake has conducted a general plan conformance review pursuant to GC section 65402 and has approved the proposed conveyance and future development as a fire station. (Attachment 5)

The proposed vacation has been reviewed by the Environmental Services Division for compliance with the California Environmental Quality Act, and has been determined to be exempt from further review of environmental impacts. (Attachment 6)

Department of Public Works (Department) staff has prepared a resolution authorizing the property conveyance to Blue Lake Fire Protection District through supporting documents: the agreement for the conveyance of the property, escrow instructions, and a Grant Deed. These are being presented here to your Board for approval and authorization. Escrow is being processed through Fidelity National Title as determined in the Transfer Agreement and Escrow Instructions for APN 025-022-002.

The department is supporting approval of the resolution for property conveyance and subsequent deeded conveyance.

FINANCIAL IMPACT: There is no impact to the General Fund; Blue Lake Fire Protection District is paying for all costs relative to the title conveyance.

The transfer includes a stipulation that should the parcel be used for any non-fire related purpose, Blue Lake Fire Protection District shall pay the 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 property. At this time, staff estimates the value of the property to be one hundred thousand dollars.

The requested action conforms to the Board of Supervisors' core goal of creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT: None.

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may decide not to convey the property to Blue Lake Fire Protection District. This action might result in Blue Lake Fire Protection District not receiving grant money for construction of a new fire station.

ATTACHMENTS:

1. Resolution for Conveyance of Property Blue Lake Fire Protection District.
2. Transfer Agreement for APN 025-022-002.
3. Grant Deed.
4. Notice of Publication.
5. General Plan Conformance Review.
6. Notice of Exemption.
7. Escrow Documents.

PROPERTY CONVEYANCE TO BLUE LAKE FIRE PROTECTION DISTRICT

ATTACHMENT 1

Resolution to Convey Property to Blue Lake Fire Protection District

AFTER RECORDING RETURN TO:
COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS LAND
USE DIVISION
3033 H STREET, ROOM 17
EUREKA, CA 95501

(Exempt from fees per Gov't C. §27383)

RESOLUTION NO. 18-66

RESOLUTION TO CONVEY PROPERTY FROM
COUNTY OF HUMBOLDT TO
BLUE LAKE FIRE PROTECTION DISTRICT

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of June 26, 2018

RESOLUTION NO. 18-66

RESOLUTION TO CONVEY PROPERTY FROM COUNTY OF HUMBOLDT TO BLUE LAKE FIRE PROTECTION DISTRICT

WHEREAS, County of Humboldt (COUNTY) owns a parcel of land situated in Section 29 in Township 6 North, Range 2 East of the Humboldt Meridian, identified as 746 K Street, Blue Lake, CA, Assessor's Parcel Number 025-022-002; and

WHEREAS, COUNTY accepted the property conveyed by Grant Deed from Charles M. Tomlinson recorded in Book 250 of Deeds, Page 202 on May 17, 1941; and

WHEREAS, the property is not required for COUNTY use, and conveyance of the property to Blue Lake Fire Protection District is made pursuant to Chapter 5 of Part 2 of Division 2 of Title 3 of Government Code, specifically section 25365; and

WHEREAS, The Fire Protection District was formed under Health and Safety (H&S) Code sections 14001-14017 in 1953 and in 1968 annexed the City of Blue Lake into the fire district under H&S Code section 14022, becoming the Blue Lake Fire Protection District; and

WHEREAS, Blue Lake Fire Protection District would like to own and maintain the parcel described herein for the purpose of constructing an approximately 3,200 square foot fire facility with three equipment bays; and

WHEREAS, Blue Lake Fire Protection District has requested COUNTY to sign and deliver to Blue Lake Fire Protection District a Grant Deed, subject to conditions therein, for said property.

NOW, THEREFORE, BE IT RESOLVED that:

SECTION 1. The Board of Supervisors finds that all of the recitations made hereinabove are true and correct.

SECTION 2. Assessor's Parcel Number 025-022-002, described in Exhibit A, which is attached hereto and made a part hereof by reference, is property acquired by the COUNTY in 1941, but no longer required.

SECTION 3. Conveyance of the property is pursuant to Chapter 5 of Part 2 of Division 2 of Title 3 of Government Code, specifically section 25365.

SECTION 4. Property recognized as Assessor's Parcel Number 025-022-002 is hereby ordered to be deeded to Blue Lake Fire Protection District.

SECTION 5. From and after the date of close of escrow and recordation of all documents required in the escrow instructions, the property recognized as Assessor's Parcel Number 025- 022-002 is no longer COUNTY property.

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of June 26, 2018

RESOLUTION NO. 18-66

SECTION 6. The Clerk of the Board of Supervisors is directed to deliver to the Public Works Department, Land Use Division this fully executed Resolution for further processing, retaining a copy of the same in meeting records.

Dated: June 26, 2018



Ryan Sundberg, Chair
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bass, seconded by Supervisor Fennell, and the following vote:

AYES: Supervisors Bohn, Sundberg, Fennell, Bass
NAYS: Supervisors --
ABSENT: Supervisors Wilson
ABSTAIN: Supervisors --

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By Ryan Sharp
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

EXHIBIT A

Lots 10 and 11 in Block 22 of C. Chartin's First Addition to Blue Lake according to the map thereof filed in the Office of the Recorder of Humboldt County, California, in Book 7 of Maps, page 17.

PROPERTY CONVEYANCE TO BLUE LAKE FIRE PROTECTION DISTRICT

ATTACHMENT 2

Transfer Agreement for APN 025-022-002

TRANSFER AGREEMENT
APN 025-022-002

LAND CONVEYANCE FROM COUNTY OF HUMBOLDT TO
BLUE LAKE FIRE PROTECTION DISTRICT

TRANSFER AGREEMENT

This Transfer Agreement, hereinafter referred to as AGREEMENT, dated this 26th day of June, 2018, between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and BLUE LAKE FIRE PROTECTION DISTRICT, a special district of the State of California, hereinafter referred to as BLFPD;

WITNESSETH:

WHEREAS, COUNTY represents and warrants that it is the owner in fee of a parcel of land situated in Section 29 in Township 6 North, Range 2 East of the Humboldt Meridian, and is identified as 746 K Street, Blue Lake, CA, Assessor's Parcel Number 025-022-002. As such, COUNTY has the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY obtained the parcel in May of 1941 for COUNTY use; and

WHEREAS, The Fire Protection District was formed under Health & Safety Code sections 14001-14017 in 1953 and in 1968 annexed the City of Blue Lake into the fire district under Health & Safety Code section 14022, becoming the Blue Lake Fire Protection District; and

WHEREAS, BLFPD would like to own and maintain the parcel described herein for the purpose of constructing a three-bay, 3,200 square foot fire station; and

WHEREAS, BLFPD has requested COUNTY to sign and deliver to BLFPD 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 BLFPD a grant deed 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 shown outlined, on Exhibit A, attached hereto and made a part hereof. Delivery of said grant deed for the parcel made expressly subject to the terms and conditions set forth herein.
2. BLFPD shall pay to the order of COUNTY the sum of Zero Dollars (\$0.00) as just compensation for the property rights conveyed in this transaction. COUNTY and BLFPD understand that valuation of the property is not necessary unless BLFPD fails to uphold the conditions of the transfer of the property.


TRANSFER AGREEMENT
APN 025-022-002

3. BLFPD agrees that, should it use the parcel for any non-fire related purpose, BLFPD 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 property.
4. BLFPD agrees to pay all title report, escrow fees and deed issuance fees associated with the transfer of the property. BLFPD agrees to pay all recording fees in conjunction with this transaction.
5. BLFPD 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 BLFPD, 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 and shall terminate upon completion of said project.
7. No obligation other than those set forth herein will be recognized.

IN WITNESS WHEREOF, this AGREEMENT has been executed in duplicate.

COUNTY:


**BLUE LAKE FIRE PROTECTION
DISTRICT:**

By: 
RYAN SUNDBERG
CHAIR, BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

By: _____
ROD ANDERSON
BOARD CHAIR
BLUE LAKE FIRE PROTECTION
DISTRICT

ATTEST:
(SEAL)

ATTEST:
(SEAL)

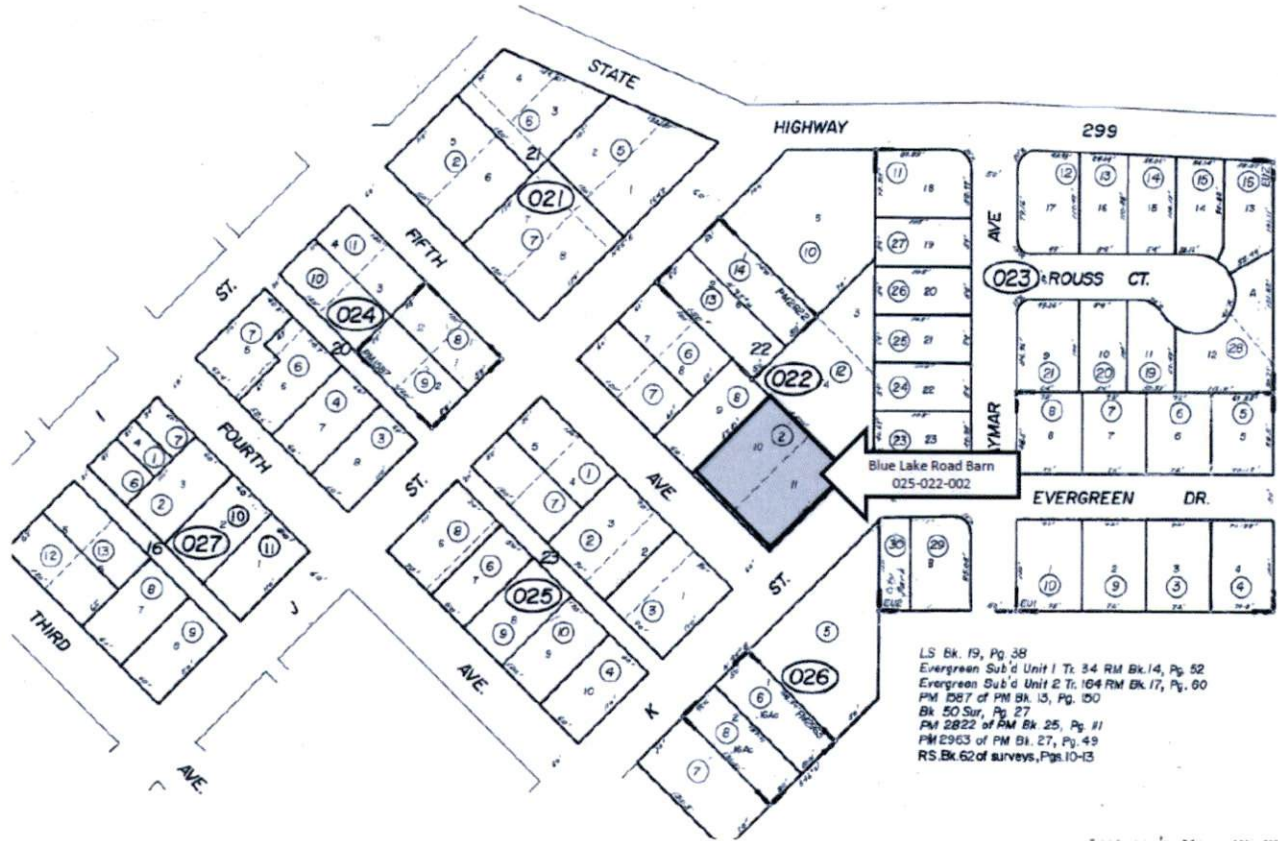
By:  Ryan Sharp, Deputy
CLERK
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

By: _____
CLERK
BOARD OF DIRECTORS
BLUE LAKE FIRE PROTECTION
DISTRICT

TRANSFER AGREEMENT
APN 025-022-002

CITY OF BLUE LAKE

25-02



PROPERTY CONVEYANCE TO BLUE LAKE FIRE PROTECTION DISTRICT

ATTACHMENT 3

Grant Deed

RECORDING REQUESTED BY:
Fidelity National Title Company of California

**When Recorded Mail Document
and Tax Statement To:**
BLUE LAKE FIRE PROTECTION DISTRICT
P.O. Box 245
Blue Lake, CA 95525-0245

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fees:
Government Code 27383

APN/Parcel ID(s): 025-022-002

GRANT DEED

The undersigned grantor(s) declare(s)

✘ This transfer is exempt from the documentary transfer tax. R&T 11922
The property is located in the **City of Blue Lake**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

County of Humboldt, a political subdivision of the State of California

hereby GRANT(S) to

Blue Lake Fire Protection District, a special district of the State of California

the following described real property in the City of Blue Lake, County of Humboldt, State of California:

Lots 10 and 11 in Block 22 of C. Chartin's First Addition to Blue Lake according to the map thereof filed in the office of the recorder of Humboldt County, California, in Book 7 of Maps page 17.

SEE EXHIBIT A FOR CONDITIONS

Dated: June 26, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

County of Humboldt, a political subdivision of the State of California


By: Ryan Sundberg

Chair, Board of Supervisors
County of Humboldt

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California _____

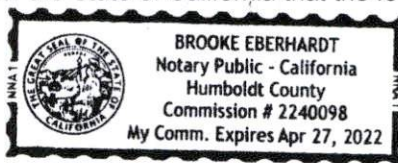
County of Humboldt _____

On June 26, 2018 before me, Brooke Eberhardt, Notary Public,
(here insert name and title of the officer)

personally appeared Ryan Sundberg
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.



Brooke Eberhardt
Signature

(Seal)

EXHIBIT A

This deed is made and accepted upon the following conditions:

Said parcel is subject to land use solely for the express purpose as a fire station or related fire services.

The sale or use of said parcel for any non-fire purpose requires payment of fair market value of the property to County of Humboldt.

This Conveyance is executed pursuant to the authority vested in the Board of Supervisors by Government Code Section 25365(a).

PROPERTY CONVEYANCE TO BLUE LAKE FIRE PROTECTION DISTRICT

ATTACHMENT 4

Notice of Publication

The Times-Standard

PO Box 3580
Eureka, CA 95502
707-441-0571
legals@times-standard.com

2092633

HUMBOLDT COUNTY PUBLIC WORKS DEPT. -
LEGAL - TSL
1106 2ND ST
EUREKA, CA 95501

Legal No. **0006170546**

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Humboldt**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-mentioned matter. I am the principal clerk of the printer of THE TIMES-STANDARD, a newspaper of general circulation, printed and published daily in the City of Eureka, County of Humboldt, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Humboldt, State of California, under the date of June 15, 1967, Consolidated Case Numbers 27009 and 27010; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit,

06/10/2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Eureka, California,
This 11th day of June, 2018

RB

NOTICE OF INTENTION TO CONVEY REAL PROPERTY TO BLUE LAKE FIRE PROTECTION DISTRICT

NOTICE IS HEREBY GIVEN that the Board of Supervisors of Humboldt County intends to convey to the Blue Lake Fire Protection District the real property described as follows:

Lots 10 and 11 in Block 22 of C. Chartin's First Addition to Blue Lake according to the map thereof filed in the office of the recorder of Humboldt County, California, in Book 7 of Maps page 17.

Also known as 746 K Street, Blue Lake, CA (APN 025-022-002)

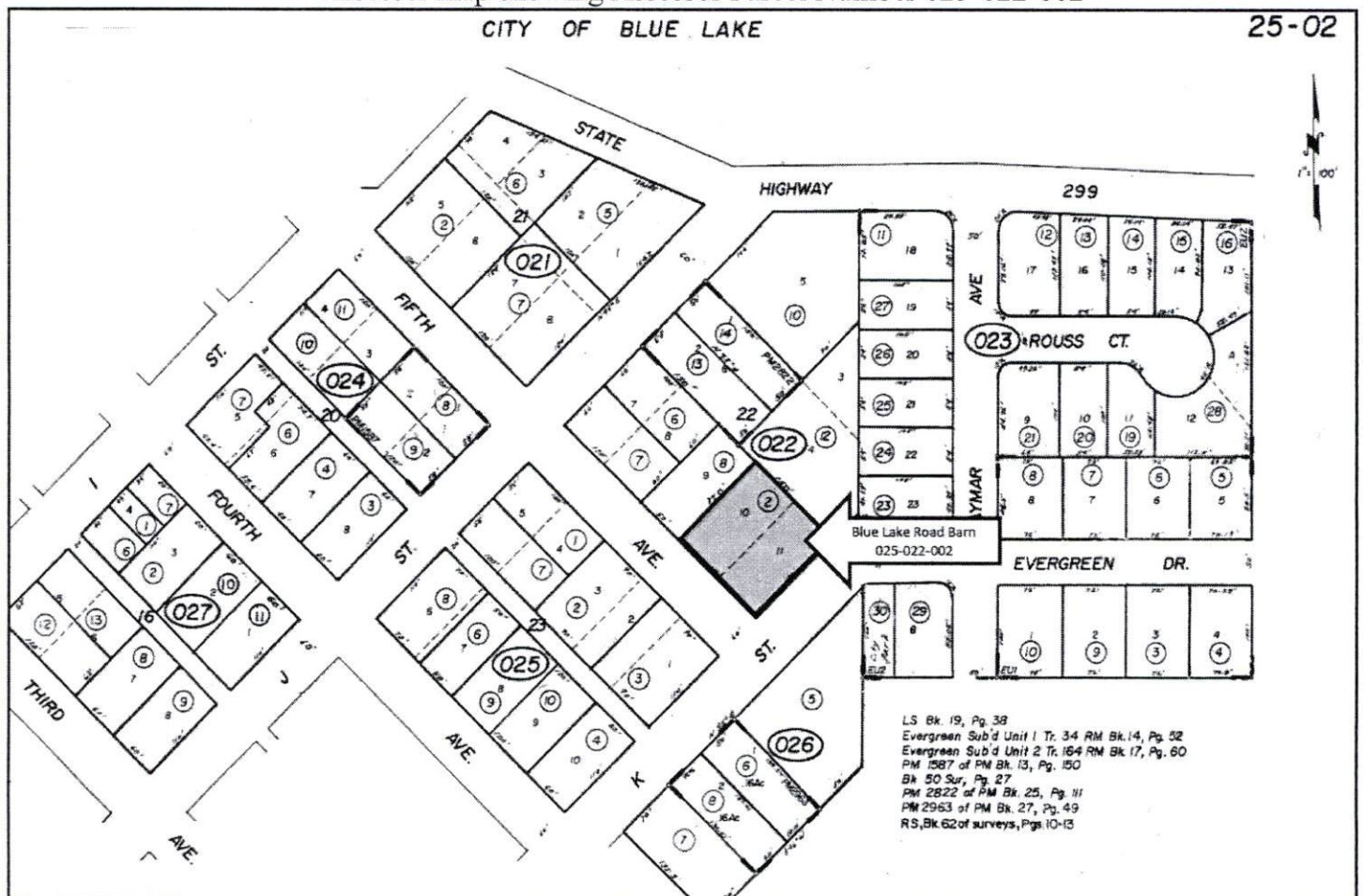
The conveyance will be made pursuant to Government Code section 25365.

The Board of Supervisors will meet to conclude the proposed transaction on June 26, 2018, or soon thereafter, at Humboldt County Courthouse, Board of Supervisors' Chambers, First Floor, 825 Fifth Street, Eureka, California.

By:

Kathy Hayes
Clerk of the Board of Supervisors

Assessor map showing Assessor Parcel Number 025-022-002



PROPERTY CONVEYANCE TO BLUE LAKE FIRE PROTECTION DISTRICT

ATTACHMENT 5

General Plan Conformance Review



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916

DATE: February 7, 2018

TO: Humboldt County Public Works
Land Use Division
Attn: Deb Vining
1106 Second Street
Eureka, CA 95501

FROM: Garry Rees, City Planner

RE: General Plan Conformance Review for Transfer of 746 K Street (APN 025-022-002) to the Blue Lake Fire Protection District

Dear Ms. Vining,

This letter contains a General Plan Conformance Review for the proposed transfer of a County owned parcel (746 K Street/APN 025-022-002) in the City of Blue Lake to the Blue Lake Fire Protection District for development of a fire station. Government Code Section 65402 requires the planning agency of the City of Blue Lake to provide a determination on whether this proposed transfer of County property to the Fire District is in conformance with the City's General Plan.

In the City's General Plan Land Use Element, the property known as 746 K Street (APN 025-022-002) is designated Public Facility (PF). This designation provides for location of public or privately owned and/or operated facilities that provide municipal, community, recreation or social services or utilities. The General Plan designation for this property is implemented in the City's Zoning Ordinance through the Public Facility (PF) zone. This zone applies to land owned by public and semi-public (such as utility companies) agencies or to lands upon which such entities operate public facilities or utilities. Section 410 (Public Facility P-F Zone) of the Blue Lake Zoning Ordinance lists the allowable uses and development standards for the PF zone. As stated in Section 410(A)(3), "fire stations" are a principally permitted use in the zone. Per Section 410(C), Site Plan Approval must be received from the City's Planning Commission prior to submittal of a building permit application for the proposed fire station.

Based on review of the Blue Lake General Plan and Zoning Ordinance, the proposed transfer of the property known as 746 K Street (APN 025-022-002) to the Blue Lake Fire Protection District for development of a fire station, is determined to be in compliance with the City's General Plan.

If you have any questions don't hesitate to call me at my Arcata office (707) 822-5785.



Garry Rees, City Planner

PROPERTY CONVEYANCE TO BLUE LAKE FIRE PROTECTION DISTRICT

ATTACHMENT 6

Notice of Exemption



HUMBOLDT COUNTY DEPARTMENT OF PUBLIC WORKS CEQA DETERMINATION FORM

Project Title: Transfer of properties in Bridgeville and Blue Lake to Fire Protection Districts

Project Location - Specific: APN 207-251-005 - Bridgeville Road Barn; APN 025-022-002 - Blue Lake Road Barn

GPS Coordinates: Latitude N/A

Longitude N/A

Description of Nature, Purpose, and Beneficiaries of Project:

Humboldt County Public Works is preparing to transfer two road barn properties that are no longer needed by the Roads Division to support operations. For approximately 15 years, each of these facilities has been leased/used by the respective fire protection districts to support their operations. Recently, grant money has become available to construct fire stations, and the districts have requested that the County formalize transfers of the real property to their districts to help offset overall cost and facilitate construction.

Name of Public Agency Approving Project: Humboldt County Public Works

Name of Person or Agency Carrying Out Project: Humboldt County Public Works

Exempt Status: Categorical Exemption:

Section: 15312

Type: Class 12 - Surplus of Gov. Property

Reason why project is exempt:

CEQA exempt Class 12 projects consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4). The above referenced properties are considered surplus properties and the transfers/sales of said properties is exempt.

Contact Person: Deb Vining

Email: dvining@co.humboldt.ca.us

Telephone: 707-268-3768

Signature of Humboldt County Representative

Printed Name

Andrew Bundschuh

Andrew Bundschuh

Digitally signed by Andrew Bundschuh
DN: cn=Andrew Bundschuh, o=Humboldt County Public Works,
ou=Natural Resources Division,
email=abundschuh@co.humboldt.ca.us, c=US
Date: 2018.01.29 08:50:43 -08'00'

Title: Environmental Compliance Manager

Date Signed: 01/29/2018

NOTE: The purpose of the CEQA Determination Form is to document the Department's decision that a project is exempt from further CEQA review. Forms are maintained in the Department's internal files. Filing a Notice of Exemption with the county clerk is optional and not required (CEQA Guidelines 15062). The only effect of filing a Notice of Exemption is to shorten the statute of limitations period on legal challenges regarding the decision that the project is exempt from further CEQA review, from 180 days to 35 days. For typical projects, Public Works does not file a Notice of Exemption.

PROPERTY CONVEYANCE TO BLUE LAKE FIRE PROTECTION DISTRICT

ATTACHMENT 7

Escrow Instructions and Additional Escrow Documents

ESCROW INSTRUCTIONS
APN 025-022-002

Prepared on: _____ day of _____, 2018

1. OFFER

A. THIS IS AN OFFER FROM Blue Lake Fire Protection District, a special district of the State of California ("Buyer"), made to the County of Humboldt, a political subdivision of the State of California ("Seller").

B. THE REAL PROPERTY to be acquired is situated at Blue Lake, California, Assessor's Parcel Number 025-022-002 ("Property").

C. THE PURCHASE PRICE is Zero Dollars and Zero Cents (\$0.00)

D. CLOSE OF ESCROW shall occur upon ____ day of _____, 2018.

E. Buyer and Seller are referred to herein as the "Parties."

2. FINANCE TERMS: Buyer represents that any funds associated with the transfer of Property will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Monetary deposit shall be waived for transfer of Property. In lieu of any deposit, Buyer shall provide Seller with a copy of Property's current Title Report which Buyer has obtained using its own funds.

B. TOTAL PURCHASE PRICE: \$0.00

C. VERIFICATION OF DEPOSIT AND CLOSING COSTS: Buyer shall deliver to Seller its copy of Property's Title Report and written verification of Buyer's closing costs. (Verification attached.)

D. APPRAISAL CONTINGENCY: This Agreement is NOT contingent upon a written appraisal of the Property by a licensed or certified appraiser, unless Buyer repurposes the Property as defined in Section 3B of these Instructions.

3. TRANSFER OF PROPERTY:

A. This Agreement is contingent upon the Buyer's use of the Property for fire prevention purposes, pursuant to Government Code Section 25365.

B. At any time following the transfer of Property to Buyer, any repurposing of the Property for any non-fire purpose shall cause the Buyer to pay Seller for the value

ESCROW INSTRUCTIONS
APN 025-022-002

of the Property as determined by fair market valuation methods at the time of repurposing.

4. ALLOCATION OF COSTS:

A. ESCROW AND TITLE:

1. Buyer shall pay escrow fee.
2. Buyer shall pay for Seller's title insurance policy. Seller's title policy to be issued by Fidelity National Title.

B. ENVIRONMENTAL HAZARD INSPECTIONS: Buyer may perform an Environmental Hazard Inspection of the property. Buyer shall pay for costs associated with Inspection, including any soils testing, chemical laboratory testing and/or analysis pertaining to potential hazards found during Inspection of Property. Buyer shall deliver Inspection Report, upon its completion, to Seller.

5. CLOSING AND POSSESSION:

A. Buyer intends to occupy the Property as a fire station or fire district related purpose.

B. Seller's Vacant Property: Possession shall be delivered to Buyer upon index ordered recordation of County of Humboldt Board of Supervisors' Resolution to convey property to Blue Lake Fire Protection District; Grant Deed granted from County of Humboldt to Blue Lake Fire District; and Blue Lake Fire Protection District Board of Directors' Resolution of Acceptance of property conveyed from County of Humboldt.

6. DISCLOSURES

A. Seller shall deliver to Buyer a fully completed Natural Hazard Disclosure Statement and Real Estate Transfer Disclosure Statement.

7. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is a sold "AS-IS" in its PRESENT physical condition as of the date of Acceptance and b) subject to Buyer's Investigation rights. Buyer is advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property. Seller has not made improvements to the Property; any improvements that may exist on the Property have been made without Seller's permission or acknowledgement and may not have permits issued.

8. BUYER'S INVESTIGATION OF PROPERTY:

A. Buyer shall have the right at its own expense to conduct inspections, investigations, tests, surveys and other studies ("Investigations"), as Buyer deems

ESCROW INSTRUCTIONS
APN 025-022-002

necessary. Buyer shall provide Seller with complete copies of any Investigation reports produced from said Investigations.

B. Seller shall not restrict Buyer from entering Property to perform Investigations.

9. TITLE AND VESTING:

A. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Recordation of documents as listed in Section 5 of these Instructions.

B. At close of escrow, Buyer shall receive a Grant deed, attached hereto, conveying title and any oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions.

C. Buyer may obtain, at its own cost, CLTA Owner's Policy of Title Insurance, as applicable to Property and Buyer.

10. CLOSE OF ESCROW:

A. The CLOSE OF ESCROW for this Agreement shall occur upon accomplishment, in the Escrow, of all of the following in the order stated:

1. Execution and deposit in Escrow of this Agreement, Grant Deed and accompanying authorizations by the Parties.

2. Fulfillment of all other conditions precedent to closing and passage of title contained within this Agreement and compliance with any additional escrow instructions duly submitted by the Parties.

3. Ordered recordation of the documents, in the following order:

- a) Complete Preliminary Change of Ownership Report
- b) Fully executed Grant deed conveying Property to Buyer.
- c) Fully executed Blue Lake Fire Protection District Certificate of Acceptance.

B. If the CLOSE OF ESCROW has not occurred by December 31, 2018 then Escrow may be terminated at the discretion of either Party upon thirty (30) days written notice to the other Party, and the provisions of this Agreement shall be null and void. Alternatively the Parties may agree to extend the CLOSE OF ESCROW to a subsequent date but no later than June 30, 2019.

11. JOINT INSTRUCTIONS TO ESCROW HOLDER: This Agreement constitutes the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related addenda and additional mutual instructions to close escrow. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

ESCROW INSTRUCTIONS
APN 025-022-002

12. ASSIGNMENT: Parties shall not assign any part of or the entire interest subject of this Agreement.

13. ADDENDA

- A. Verification of Buyer's closing costs
- B. Natural Hazard Disclosure Statement
- C. Real Estate Transfer Disclosure Statement
- D. Grant Deed

14. ACCEPTANCE OF OFFER: Seller's representative warrants that Seller is the owner of the Property and has authority to execute this Agreement. Seller agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of relationships. Seller has read and acknowledges receipt of a Copy of this Agreement.

SELLER _____ DATE _____
THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT



ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, Buyer's deposit or authorized purchase order, and agrees to act as Escrow Holder subject to this Agreement and any supplemental instructions.

Escrow Holder: _____ Escrow #: _____

By: _____ Date: _____

Address: _____

Telephone: _____

Email: _____

License #: _____ License Issued By: _____

ESCROW DOCUMENTS
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VERIFICATION OF BUYERS CLOSING COSTS



Fidelity National Title Company OF CALIFORNIA

515 J Street, Suite A, Eureka, CA 95501
707 442-5785 • FAX 707 445-2656

Title Officer: Kerry Perkett Phone: 707 442-5785

BILLING STATEMENT

BILLING NO.: FFHO-FTO171060H
DATE: June 15, 2018

County of Humboldt – Public Works and
Blue Lake Fire Protection District

REF. Blue Lake Barn

ITEMS

(To be paid 100% by BLFPD and 0% by HCPW)

Recording Fees:	\$00.0
CLTA Owners Policy	\$648.00
Doc Prep:	\$50.00

PLEASE PAY THIS AMOUNT **\$ 698.00**

ESCROW DOCUMENTS

APN 025-022-002

NATURAL HAZARD DISCLOSURE STATEMENT

This statement applies to the following property: APN 507-141-021.

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the transferee and transferor.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S): A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency. Yes No Do not know and information not available from local jurisdiction _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code. Yes No Do not know and information not available from local jurisdiction _____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code. Yes No

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code. Yes No

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Yes No

ESCROW DOCUMENTS
APN 025-022-002

NATURAL HAZARD DISCLOSURE STATEMENT

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) _____ No x Map not yet released by state _____

Yes (Liquefaction Zone) x No _____ Map not yet released by state _____

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER.

Transferee(s) AND Transferor(s) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

TRANSFEROR:

THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

DATE



Check only one of the following:

 X Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

 Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4.

 Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) _____ Date: _____

ESCROW DOCUMENTS
APN 025-022-002

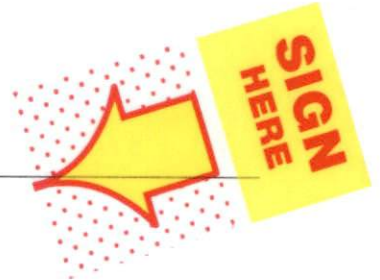
NATURAL HAZARD DISCLOSURE STATEMENT

Transferee represents that he or she has read and understands this document.
Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard
Disclosure Statement do not constitute all of the transferor's or agent's disclosure
obligations in this transaction.

TRANSFEEE:

ROD ANDERSON
BOARD CHAIR
BLUE LAKE FIRE PROTECTION DISTICT

DATE



ESCROW DOCUMENTS
APN 025-022-002

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(California Civil Code § 1102, et seq.)

This disclosure statement concerns the real property situated in the unincorporated portion of the County of Humboldt, state of California, described as APN 507-141-021.

This statement is a disclosure of the condition of the above-described property in compliance with Section 1102 of the Civil Code as of the ____ day of _____, 2016. It is not a warranty of any kind by the seller(s) or any agent(s) representing any principal(s) in this transaction, and it is not a substitute for any inspections or warranties the principal(s) may wish to obtain.

I. Coordination with Other Disclosure Forms

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same: Inspection reports completed pursuant to the contract of sale or receipt for deposit.

Additional inspection reports or disclosures:

(List all substituted disclosure forms to be used in connection with this transaction.)

II. Seller's Information

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IT IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

- A. Seller is not occupying the property.
- B. The subject property has no improvements.
- C. Are you (Seller) aware of any of the following:

ESCROW DOCUMENTS
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REAL ESTATE TRANSFER DISCLOSURE STATEMENT

1.	Substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property.	Yes	No X
2.	Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property.	Yes	No X
3.	Any encroachments, easements, or similar matters that may affect your interest in the subject property.	Yes X	No
4.	Room additions, structural modifications, or other alterations or repairs made without necessary permits.	Yes	No X
5.	Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.	Yes	No X
6.	Fill (compacted or otherwise) on the property or any portion thereof.	Yes	No X
7.	Any settling from any cause, or slippage, sliding, or other soil problems.	Yes	No X
8.	Flooding, drainage, or grading problems.	Yes	No X
9.	Major damage to the property or any other structures from fire, earthquake, floods, or landslides	Yes	No X
10.	Any zoning violations, nonconforming uses, or violations of "setback" requirements	Yes	No X
11.	Neighborhood noise problems or other nuisances.	Yes	No X
12.	CC&Rs or other deed restrictions or obligations	Yes X	No
13.	Homeowners' association that has any authority over the subject property.	Yes	No X
14.	Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others).	Yes	No X
15.	Any notices of abatement or citations against the property.	Yes	No X
16.	Any lawsuits by or against the Seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others).	Yes	No X

If the answer to any of these is yes, explain:

(3.) State right of way easement; (12.) Land use restrictions pursuant to Government Code Section 25581 and Public Resources Code Section 5401.

ESCROW DOCUMENTS
APN 025-022-002

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

SELLER:

THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

DATE

Buyer(s) and Seller(s) may wish to obtain professional advice and/or inspections of the property and to provide for appropriate provisions in a contract between buyer(s) and seller(s) with respect to any advice/inspection/defects. I/We Acknowledge Receipt of a Copy of this Statement.

SELLER:

THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

DATE

BUYER:

ROD ANDERSON
BOARD CHAIR
BLUE LAKE FIRE PROTECTION
DISTRICT

DATE

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

BLUE LAKE FIRE PROTECTION DISTRICT
P.O. Box 245
Blue Lake, CA 95525-0245

ASSESSOR'S PARCEL NUMBER

025-022-002

SELLER/TRANSFEROR

County of Humboldt

BUYER'S DAYTIME TELEPHONE NUMBER

(707) 268-3768 Deb Vining

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

746 K Street - Blue Lake

MAIL PROPERTY TAX INFORMATION TO (NAME)

BLUE LAKE FIRE PROTECTION DISTRICT

ADDRESS

P.O. Box 245

CITY

Blue Lake

STATE

CA

ZIP CODE

95525-0245

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
- *D. This transfer is the result of a cotenant's death. Date of death _____
- *E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
- *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
- G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
- H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
- L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 - Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 - Original term in years (including written options): _____ Remaining term in years (including written options): _____
 - Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ 0.00
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - FHA (___ Discount Points) Cal-Vet VA (___ Discount Points) Fixed rate Variable rate
 - Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
 - Direct from seller From a family member-Relationship _____
 - Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred

<input type="checkbox"/> Single-family residence	<input type="checkbox"/> Co-op/Own-your-own	<input type="checkbox"/> Manufactured home
<input type="checkbox"/> Multiple-family residence. Number of units: _____	<input type="checkbox"/> Condominium	<input type="checkbox"/> Unimproved lot
<input type="checkbox"/> Other. Description: (i.e., timber, mineral, water rights, etc.) _____	<input type="checkbox"/> Timeshare	<input type="checkbox"/> Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.

If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER	DATE	TELEPHONE (____) _____
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS
BLUE LAKE FIRE PROTECTION DISTRICT by _____		

The Assessor's office may contact you for additional information regarding this transaction.

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C,D,E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.



Fidelity National Title Company OF CALIFORNIA

515 J Street, Eureka, CA 95501
707 442-5785 • FAX 707 445-2656

ACCOMMODATION RECORDING INSTRUCTIONS

Date: _____, 2018

I/we, the undersigned, having a right or duty to cause the following referenced documents to be recorded, hand same to you solely for the purpose of delivering them to the office of the County Recorder of Humboldt County, California, for recording, subject to any statutory requirements relative to recordings and such local rules, regulations and requirements as may then be in effect regarding documents tendered for recording.

I/we make no demand, have requested no service, nor have any expectation other than the delivery of said documents as set forth above.

I/we specifically acknowledge that you are NOT abstracting the documents for validity or correctness as to their preparation or execution and that NO representations or assurance are expressed or implied as to the legal effect of said documents.

I/we understand that delivery may be accomplished by a contract messenger or service, U.S. mail, private mail or parcel service or any combination of the above, and we hold you harmless in the event that the documents are lost, misplaced, misdirected, or delayed.

I/we understand that there are no charges for this service other than those levied by the County Recorder and charges which may be incurred by the Company in connection herewith, which charges I/we agree to pay.

(DESCRIBE DOCUMENTS BY TYPE OR TITLE AND PARTIES, AND ATTACH COPIES HERETO.)

1. Grant Deed from County of Humboldt, a political subdivision of the State of California to Blue Lake Fire Protection District, a special district of the State of California

- 2.
- 3.
- 4.
- 5.
- 6.

NOTE: As a condition of receiving these documents, it is required that the "When Recorded Mail To" block of said documents be completed with the name and address shown below and that said, address and telephone number be legibly set out so that the County Recorder may contact that party as to any matter affecting said documents.

County of Humboldt, a political subdivision of the State of California

Printed name: _____

Title: _____

Blue Lake Fire Protection District, a special district of the State of California

Printed name: _____

Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed dated _____, 2018, from County of Humboldt, a political subdivision of the State of California, is hereby accepted by the undersigned Board member on behalf of the Blue Lake Fire Protection District, a special district of the State of California pursuant to authority conferred by Resolution by the _____ adopted on _____, 2018, and the grantee consents to recordation thereof by its duly authorized officer/member.

Dated _____

Blue Lake Fire Protection District, a special district of the State of California

By: _____

Printed Name: _____

Title: _____