



COUNTY OF HUMBOLDT


AGENDA ITEM NO.

C-11

For the meeting of: November 15, 2016

Date: October 31, 2016

To: Board of Supervisors

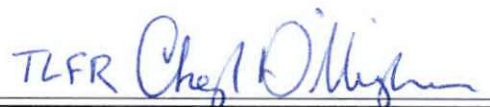
From:  Thomas K. Mattson, Public Works Director

SUBJECT: PROPERTY TRANSFER TO MCKINLEYVILLE COMMUNITY SERVICES DISTRICT (APN 507-141-021)

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

1. Finds that property known as Assessor's Parcel Number 507-141-021 is not required for County use.
2. Adopts and authorizes the Chairman to execute the attached Resolution for Transfer of Property to McKinleyville Community Services District. (Attachment 3)
3. Approves and authorizes the Chairman to execute the attached Quitclaim Deed. (Attachment 4)
4. Approves and authorizes the Chairman to execute the attached Transfer Agreement. (Attachment 5, page 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. D-29 _____

Meeting of: July 19, 2016 _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor  Seconded by Supervisor 

Ayes , Bass, Lovelace, Sundberg, Bohn
Nays _____
Abstain _____
Absent _____

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

Dated: 
By: 

Kathy Hayes, Clerk of the Board

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

SOURCE OF FUNDING: N/A

DISCUSSION: Humboldt County Parks and Recreation Commission (PRC) requested the purchase of Assessor's Parcel Number (APN) 507-141-021 for increased recreational fishing access on the Mad River in 1969. The State conveyed this parcel to the County by Director's Deed on August 29, 1972.

McKinleyville Community Services District (MCSD) has purchased a neighboring parcel to the south of APN 507-141-021 and has requested to obtain the County's parcel in order to have direct access to the southerly parcel which would greatly increase recreational access along Mad River, for fishing or otherwise.

Government Code (GC) section 25365 authorizes your board to transfer property to any special district, such as MCSD, if the property is not required for County use. Such a transfer requires publication of a notice of intention and a four-fifths vote of the Board of Supervisors. The notice of intention was published in the Times Standard newspaper on October 30, 2016 (Attachment 1.) The property has not been improved during the time it has been in the County's possession for park and recreation purposes. While the County does not require the property for its operational use, it was obtained with the intent of park land use for fishing access. In addition, the Planning Commission has conducted a general plan conformance review pursuant to GC section 65402 and has approved the proposed transfer. (Attachment 2.)

The Public Park Preservation Act of 1971 states that if the transferred property is utilized for any nonpark purposes, MCSD would be required to pay sufficient compensation for the land, or transfer comparable property to the County in order to replace the park land lost to the change in land use. (Public Resources Code section 5401.) MCSD intends to use the property for park and recreation use, and has agreed to these conditions as stated in the Transfer Agreement (Attachment 5). It is by this Agreement that your Board may transfer the park property without abandonment, pursuant to GC section 25581.

Department of Public Works (Department) staff has prepared a resolution authorizing the property transfer to MCSD through supporting documents: the agreement for the transfer of the property, escrow instructions, and a Quitclaim Deed which includes reservations pursuant to both GC section 25581 and Public Resources Code section 5401. These are being presented here to your Board for approval and authorization. Escrow is being closed through Fidelity National Title as determined in the Transfer Agreement and Escrow Instructions for APN 507-141-021.

The Department is supporting approval of the resolution for property transfer and subsequent deeded transfer.

FINANCIAL IMPACT: There is no impact to the General Fund; MCSD is paying for all costs relative to the title transfer. 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 transfer the property to MCSD. This action would then result in MCSD requesting an easement over the property for access to MCSD's park and recreation property immediately to the south.

ATTACHMENTS:

1. Times Standard Publication of Notice of Intention to Transfer Property to McKinleyville Community Services.
2. Notice of Planning Commission Decision.
3. Resolution for Transfer of Property to McKinleyville Community Services District.
4. Quitclaim Deed.
5. Transfer Agreement and Escrow Instructions for APN 507-141-021, in duplicate.

**PROPERTY TRANSFER TO MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT**

ATTACHMENT 1

Times Standard Publication of Notice of Intention to Transfer Property to McKinleyville
Community Services.

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. 0005843219

**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,

10/30/2016

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

Dated at Eureka, California,
This 31th day of October, 2016



**NOTICE OF INTENTION TO CONVEY
REAL PROPERTY TO MCKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of Humboldt County intends to conditionally convey to the McKinleyville Community Services District the real property described in Exhibit "A".

The terms and conditions of the proposed conveyance are as follows: The conveyance will be made pursuant to Government Code section 25365 and section 25581, as well as Public Resources Code section 5401.

The Board of Supervisors will meet to conclude the proposed transaction on November 15, 2016 at 9:00 AM, 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

Exhibit "A"

Those certain parcels of land conveyed to the State of California by deed recorded October 17, 1967 in Book 938 of Official Records page 166, Humboldt County Records.

Excepting therefrom, that portion thereof, lying northerly of and adjacent to the following described line:

Commencing at the west quarter corner of Section 9, Township 6 North, Range 1 East, Humboldt Base and Meridian; thence, S. 23° 12' 32" E. (=S. 24° 34' 09" E. True Meridian), 1576.62 feet to a point that bears S. 20° 55' 54" W., 40.00 feet from Engineer's Station 5+00.00 P.O.T. of the Department of Public Works' Survey between 0.8 mile and 1.0 mile east of Route 101 (State highway 01-Hum-200), said point being the TRUE POINT OF BEGINNING; thence, N. 86° 48' 53" W., 131.23 feet; thence, N. 27° 25' 55" W., 60.21 feet; thence, N. 73° 16' 40" W., 131.40 feet; thence, N. 57° 08' 43" W., 179.52 feet; thence, N. 64° 35' 40" W., 308.46 feet to the southeasterly terminus of the course described as having a bearing and length of N. 66° 30' W., 310.00 feet in the deed to the State of California recorded February 14, 1945 in Book 272 of Deeds, page 41, said County Records; (said terminus being on the southerly line of the existing State highway).

The bearings and distances used in the above description are on the California Co-ordinate System, Zone 1. Multiply distances shown by 1.0001045 to obtain ground distances. 10/30/2016

**PROPERTY TRANSFER TO MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT**

ATTACHMENT 2

Notice of Planning Commission Decision.



**CURRENT PLANNING DIVISION
PLANNING AND BUILDING DEPARTMENT
COUNTY OF HUMBOLDT**

3015 H Street, Eureka, CA 95501
Phone (707) 445-7541 • Fax (707) 268-3792
<http://www.humboldt.gov/156>

Applicant

Attn: Tom Mattson
Humboldt County
1106 2nd Street
Eureka, CA 95501

Owner

Agent

Attn: Deb Vining
Humboldt County
3303 H Street
Eureka, CA 95501

Notice of Planning Commission Decision

Date October 11, 2016
Assessor Parcel No. 507-141-021
Permit GPC 16-003
Contact Michelle Nielsen - 268-3708

Apps No. 11062

Description

General Plan Conformance Review of the proposed transfer of a 2.5 acre parcel of land from the County of Humboldt to the McKinleyville Community Service District (CSD). The McKinleyville CSD would like the County to transfer the property to McKinleyville CSD for the purpose of providing recreation and fishing access to the Mad River and also to facilitate parking for park and recreation purposes on the subject property and on adjacent property owned by McKinleyville CSD.

Decision

The project was approved by the Planning Commission on October 6, 2016 by
Record of Action.

Effective Date

This approval is effective immediately.

Appeals

This action is not appealable.

**PROPERTY TRANSFER TO MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT**

ATTACHMENT 3

Resolution for Transfer of Property to McKinleyville Community Services District.

2017-003723

Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: HUMBOLDT CNTY

Pages: 4

Recording Fee: \$ 0.00
Tax Fee: \$0
Clerk: sc Total: \$0.00
Feb 28, 2017 at 11:34:34



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. 16-131

RESOLUTION TO TRANSFER PROPERTY FROM
COUNTY OF HUMBOLDT TO
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of November 15, 2016

RESOLUTION NO. 16-131

**RESOLUTION TO TRANSFER PROPERTY FROM COUNTY OF HUMBOLDT TO
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT**

WHEREAS, COUNTY owns a parcel of land situated in the West Half of Section 9 and the East Half of Section 8 in Township 6 North, Range 1 East of the Humboldt Meridian, Identified as Assessor's Parcel Number 507-141-021; and

WHEREAS, COUNTY obtained the parcel with the intent that it would be used as fishing access to the Mad River, and has retained the parcel as unimproved park property; and

WHEREAS, COUNTY accepted the property conveyed by the State of California through Director's Deed recorded in volume 1156 of Official Records, page 280 on September 13, 1972; and

WHEREAS, the property is not required for county use, and transfer of the property to McKinleyville Community Services District (MCSD) is made pursuant to Chapter 5 of Part 2 of Division 2 of Title 3 of Government Code, specifically section 25365; and

WHEREAS, transfer of the property is made pursuant to Chapter 6 of Part 2 of Division 2 of Title 3 of Government Code, specifically section 25581; and

WHEREAS, transfer of the property is made pursuant to Chapter 2.5 of Division 5 of Public Resources Code, specifically section 5401; and

WHEREAS, MCSD was established and duly organized through COUNTY'S Board of Supervisors Resolution 70-36 for the purpose of supplying the residents of its district with, amongst other things, recreation; and

WHEREAS, MCSD would like to own and maintain the parcel described herein for the purpose of providing recreation, fishing access to the Mad River, and to facilitate parking for park and recreation purpose on the property and adjacent lands owned by MCSD; and

WHEREAS, MCSD has requested COUNTY to sign and deliver to MCSD a Quitclaim 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 507-141-021, described in Exhibit A, which is attached hereto and made a part hereof by reference, is unimproved property purchased for recreation fishing access.

SECTION 3. Transfer 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. Transfer of the property is pursuant to Chapter 6 of Part 2 of Division 2 of Title 3 of Government Code, specifically section 25581.

SECTION 5. Transfer of the property is pursuant to Chapter 2.5 of Division 5 of Public Resources Code, specifically section 5401.

SECTION 6. Transfer of the property is compliant with Resolution 70-36, wherein McKinleyville Community Services District was created for the purpose of supplying the residents of its district with, amongst other things, recreation.

SECTION 7. Property recognized as Assessor's Parcel Number 507-141-021 is hereby ordered to be quitclaimed to McKinleyville Community Services District.

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of November 15, 2016

RESOLUTION NO. 16-131

SECTION 8. 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 507-141-021 is no longer County property.

SECTION 9. 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: November 15, 2016



MARK LOVELACE, Chair
Humboldt County Board of Supervisors

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

AYES:	Supervisors	Sundberg, Fennell, Lovelace, Bohn, Bass
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
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.

The within instrument is a full, true
and correct copy of the original on
file in this office.

ATTEST:

KATHY HAYES
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

By 

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



By BROOKE EBERHARDT
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

EXHIBIT A

Those certain parcels of land conveyed to the State of California by deed recorded October 17, 1967 in Book 938 of Official Records page 166, Humboldt County Records.

Excepting therefrom, that portion thereof, lying northerly of and adjacent to the following described line:

Commencing at the west quarter corner of Section 9, Township 6 North, Range 1 East, Humboldt Base and Meridian; thence, S. 23° 12' 32" E. (=S. 24° 34' 09" E. True Meridian), 1576.62 feet to a point that bears S. 20° 55' 54" W., 40.00 feet from Engineer's Station 5+00.00 P.O.T. of the Department of Public Works' Survey between 0.8 mile and 1.0 mile east of Route 101 (State highway 01-Hum-200), said point being the TRUE POINT OF BEGINNING; thence, N. 86° 48' 53" W., 131.23 feet; thence, N. 27° 25' 55" W., 60.21 feet; thence, N. 73° 16' 40" W., 131.40 feet; thence, N. 57° 08' 43" W., 179.52 feet; thence, N. 64° 35' 40" W., 308.46 feet to the southeasterly terminus of the course described as having a bearing and length of N. 66° 30' W., 310.00 feet in the deed to the State of California recorded February 14, 1945 in Book 272 of Deeds, page 41, said County Records; (said terminus being on the southerly line of the existing State highway).

The bearings and distances used in the above description are on the California Coordinate System, Zone 1. Multiply distances shown by 1.0001045 to obtain ground distances.

**PROPERTY TRANSFER TO MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT**

ATTACHMENT 4

Quitclaim Deed.

AFTER RECORDING RETURN TO
DEPARTMENT OF PUBLIC WORKS
3033 H STREET
EUREKA CA 95501

This instrument is for the benefit of
the County of Humboldt and is
entitled to be recorded without fee.

(Govt. Code 27383).

Above space for Recorder's use

APN: 507-141-021

QUITCLAIM DEED

The COUNTY OF HUMBOLDT, a political subdivision of the State of California, does hereby release, remise and quitclaim forever to the MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a special district of the State of California, all of its right, title and interest in and to that certain real property situated in the County of Humboldt, State of California, acquired by the County of Humboldt by deed recorded September 13, 1972 in Book 1156 of Official Records page 280, Humboldt County Records, described as follows:

Those certain parcels of land conveyed to the State of California by deed recorded October 17, 1967 in Book 938 of Official Records page 166, Humboldt County Records.

Excepting therefrom, that portion thereof, lying northerly of and adjacent to the following described line:

Commencing at the west quarter corner of Section 9, Township 6 North, Range 1 East, Humboldt Base and Meridian; thence, S. 23° 12' 32" E. (=S. 24° 34' 09" E. True Meridian), 1576.62 feet to a point that bears S. 20° 55' 54" W., 40.00 feet from Engineer's Station 5+00.00 P.O.T. of the Department of Public Works' Survey between 0.8 mile and 1.0 mile east of Route 101 (State highway 01-Hum-200), said point being the TRUE POINT OF BEGINNING; thence, N. 86° 48' 53" W., 131.23 feet; thence, N. 27° 25' 55" W., 60.21 feet; thence, N. 73° 16' 40" W., 131.40 feet; thence, N. 57° 08' 43" W., 179.52 feet; thence, N. 64° 35' 40" W., 308.46 feet to the southeasterly terminus of the course described as having a bearing and length of N. 66° 30' W., 310.00 feet in the deed to the State of California recorded February 14, 1945 in Book 272 of Deeds, page 41, said County Records; (said terminus being on the southerly line of the existing State highway).

The bearings and distances used in the above description are on the California Coordinate System, Zone 1. Multiply distances shown by 1.0001045 to obtain ground distances.

Said parcel is subject to special assessments if any, restrictions, reservations and easements of record.

Said parcel is subject to land use solely for the express purpose as a park, pursuant to Government Code Section 25581.

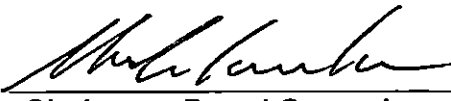
APN 507-141-021

The use of said parcel for any non-park purpose is subject to Public Resources Code Section 5401, requiring payment of sufficient compensation to the grantor for replacement of park land for the general public's right to use.

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

Executed this 22 day of November, 2016.

COUNTY OF HUMBOLDT:

By: 
Chairman, Board Supervisors *Mark Lovelace*
County of Humboldt
State of California

CERTIFICATE OF ACKNOWLEDGMENT

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 November 22, 2016 before me, Catherine Whitman Munsee
(date appeared) (insert name of officer)

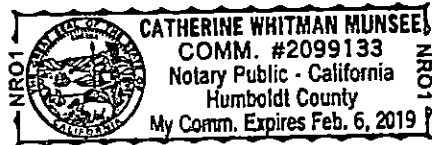
a Notary Public in and for said County and State personally appeared
Mark Lovelace

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 of 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:

Catherine Whitman Munsee
Notary Public, State of California
County of Humboldt



PLACE HOLDER FOR MCSD CERTIFICATE OF ACCEPTANCE

**PROPERTY TRANSFER TO MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT**

ATTACHMENT 5

Transfer Agreement and Escrow Instructions for APN 507-141-021, in duplicate.

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

LAND TRANSFER FROM COUNTY OF HUMBOLDT TO
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

TRANSFER AGREEMENT

This Transfer Agreement, hereinafter referred to as AGREEMENT, dated this 22 day of November, 2016, between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a special district of the State of California, hereinafter referred to as MCSD;

WITNESSETH:

WHEREAS, COUNTY represents and warrants that it is the owner in fee of a parcel of land situated in the West Half of Section 9 and the East Half of Section 8 in Township 6 North, Range 1 East of the Humboldt Meridian, and is identified as Assessor's Parcel Number 507-141-021. As such, COUNTY has the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY obtained the parcel with the intent that it would be used as fishing access to the Mad River, and has retained the parcel as unimproved park property; and

WHEREAS, MCSD was established and duly organized through COUNTY'S Board of Supervisors Resolution 70-36 for the purpose of supplying the residents of its district with, amongst other things, recreation; and

WHEREAS, MCSD would like to own and maintain the parcel described herein for the purpose of providing recreation, fishing access to the Mad River, and to facilitate parking for park and recreation purpose on the property and adjacent lands owned by MCSD; and

WHEREAS, MCSD has requested COUNTY to sign and deliver to MCSD a quitclaim 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 MCSD a quitclaim 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 in a red color, on Exhibit A, attached hereto and made a part hereof. Delivery of said quitclaim deed for the parcel made expressly subject to the terms and conditions set forth herein.
2. MCSD 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 MCSD

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

understand that valuation of the property is not necessary unless MCSD fails to uphold the conditions of the transfer of the property.

3. MCSD agrees that it will use the property solely for the express purpose as a park, pursuant to Government Code Section 25581.
4. MCSD agrees that, should it use the parcel for any non-park purposes, MCSD 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 land for COUNTY to enable the replacement of park land for the general public's right to use, pursuant to Public Resources Code Section 5401.
5. MCSD agrees to pay all title report, escrow fees and deed issuance fees associated with the transfer of the property.
6. COUNTY agrees to pay all recording fees in conjunction with this transaction.
7. MCSD 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 MCSD, its employees, agents, and contractors in the performance of this AGREEMENT.
8. The term of this AGREEMENT, shall commence upon execution of this AGREEMENT by both parties and shall terminate upon completion of said project.
9. No obligation other than those set forth herein will be recognized.

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TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

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

COUNTY:

MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT:

By: 

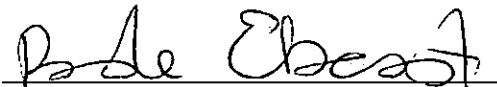
CHAIRPERSON
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

By: 

PRESIDENT
BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

ATTEST:
(SEAL)

ATTEST:
(SEAL)

By: 

CLERK
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

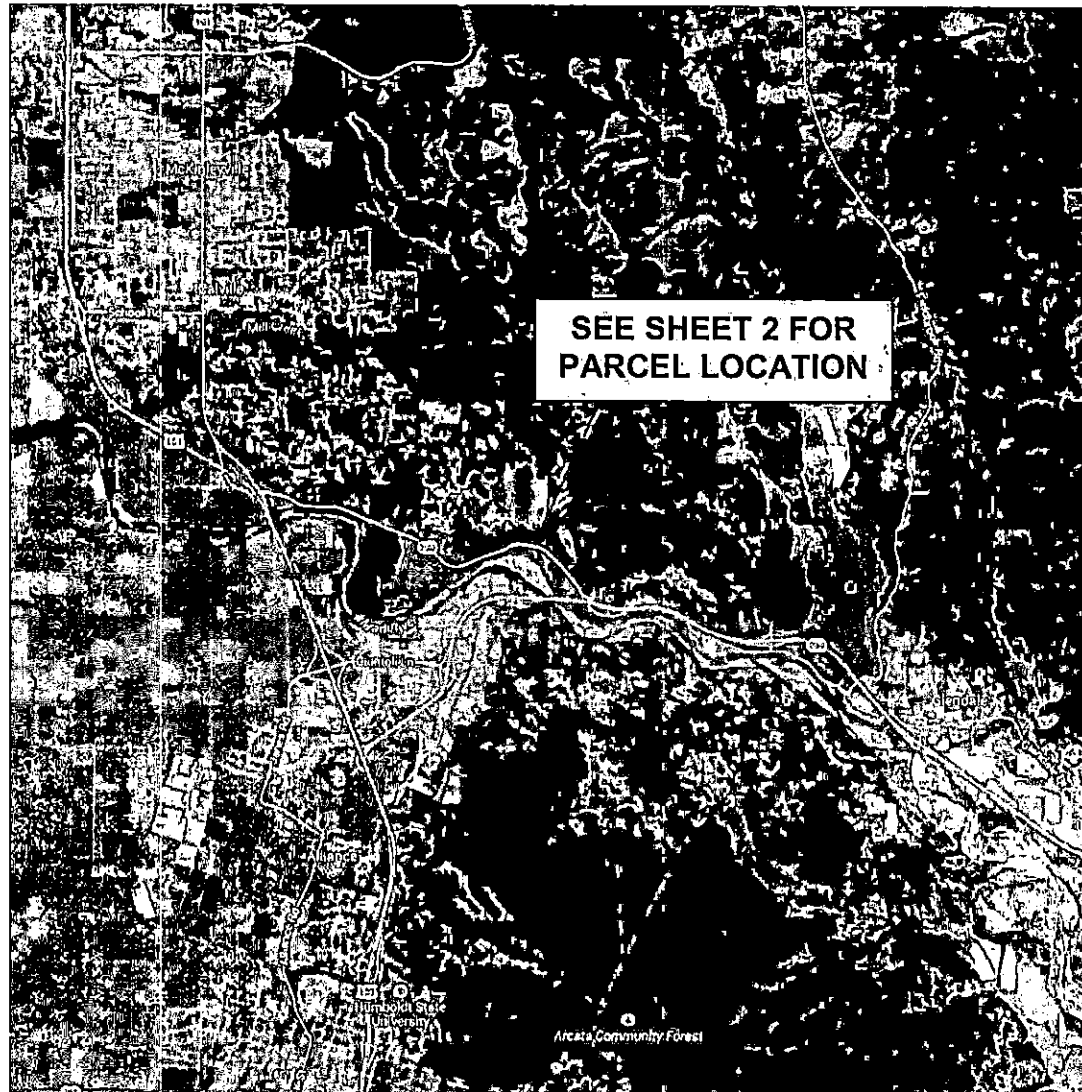
By: 

CLERK
BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

EXHIBIT A

SHEET 1: REGIONAL LOCATION



TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

EXHIBIT A

SHEET 2

Assessor's Map Bk. 507, Pg. 14
County of Humboldt, CA.

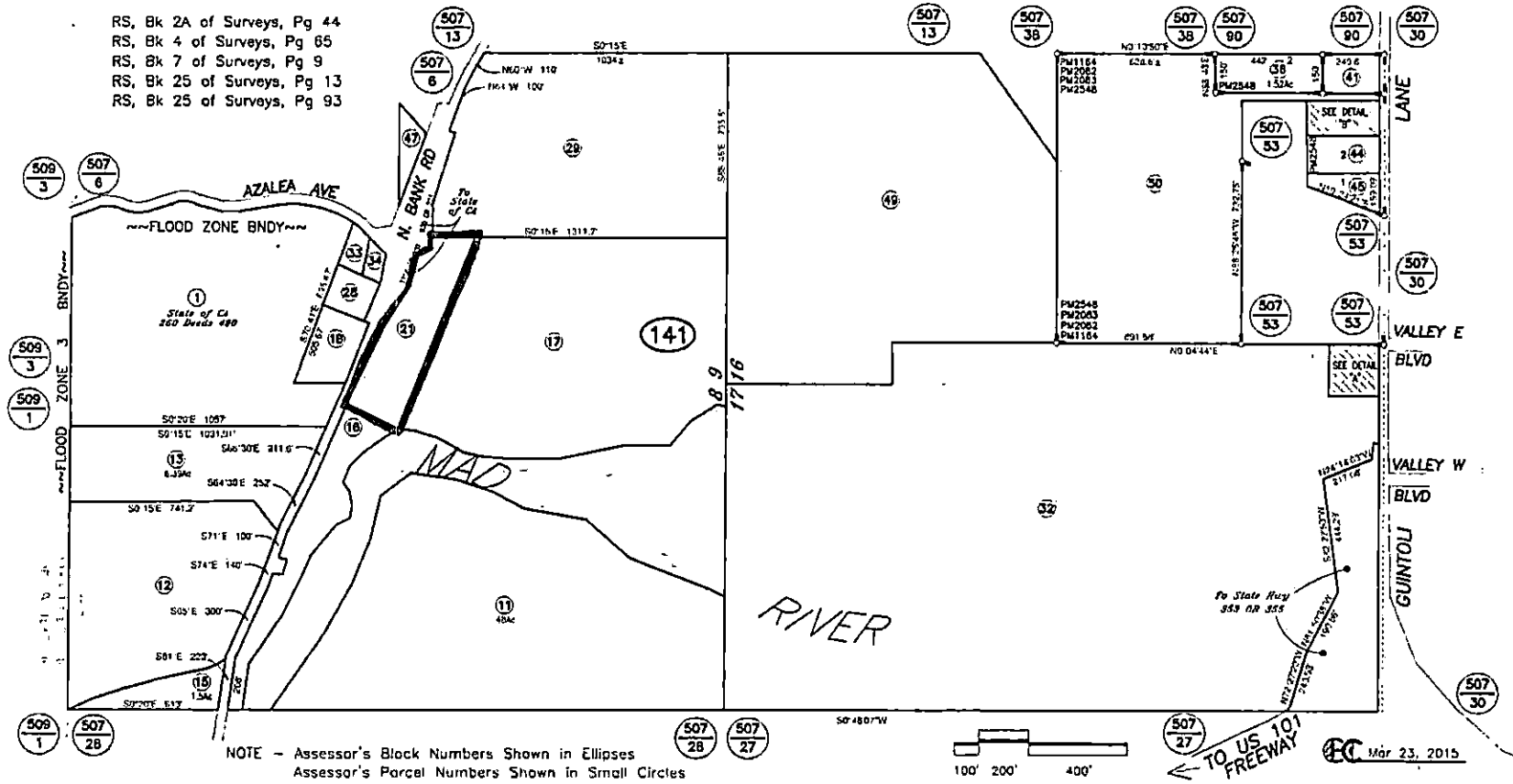
PTN SECS 8,9,16 & 17, T6N R1E
H B & M

507-14

ASSESSOR'S PARCEL MAP
1. THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSURED FOR
THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT
COMPLY WITH LOCAL LOT-SPLIT
OR BUILDING SITE ORDINANCES.

PM1164, Bk 10 of Parcel Maps, Pgs 70-71
PM2082, Bk 18 of Parcel Maps, Pgs 74-75
PM2083, Bk 18 of Parcel Maps, Pgs 76-77
PM2548, Bk 22 of Parcel Maps, Pgs 145-147
PM3537, Bk 35 of Parcel Maps, Pgs 3-5

RS, Bk 2A of Surveys, Pg 44
RS, Bk 4 of Surveys, Pg 65
RS, Bk 7 of Surveys, Pg 9
RS, Bk 25 of Surveys, Pg 13
RS, Bk 25 of Surveys, Pg 93



TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

ESCROW INSTRUCTIONS

Prepared on: _____ day of _____, 2016

1. OFFER

A. THIS IS AN OFFER FROM McKinleyville Community Services 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 in an unincorporated area of Humboldt County, California, 95519, Assessor's Parcel Number 507-141-021 ("Property").

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

D. CLOSE OF ESCROW shall occur upon ____ day of _____, 2016.

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 continued use of the Property for park and recreation use, including establishing vehicle parking for residents

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

ESCROW INSTRUCTIONS

participating in recreation at Property or Buyer's adjacent property, pursuant to Government Code Section 25581.

B. At any time following the transfer of Property to Buyer, any repurposing of the Property for any non-park purpose shall cause the Buyer to pay Seller for the value of the Property as determined by fair market valuation methods at the time of repurposing, or Buyer shall transfer to Seller its own sufficient, equivalent and unsullied land for Seller to enable the replacement of park land for the general public's right to use, pursuant to Public Resources Code Section 5401.

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 park and recreation site open to the general public for the purpose of recreation.

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 McKinleyville Community Services District; Quitclaim Deed granted from County of Humboldt to McKinleyville Community Services District; and McKinleyville Community Services 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.

B. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
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ESCROW INSTRUCTIONS

transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website.

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 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 Quitclaim 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, Quitclaim 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 Quitclaim deed conveying Property to Buyer.

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
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ESCROW INSTRUCTIONS

- c) Fully executed McKinleyville Community Services District Certificate of Acceptance.

B. If the CLOSE OF ESCROW has not occurred by December 31, 2016 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, 2017.

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.

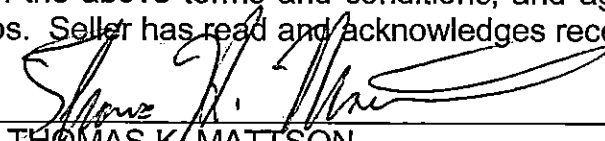
12. ASSIGNMENT: Parties shall not assign any part of or the entire interest subject of this Agreement.

13. ADDENDA

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



THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

DATE

10/17/16

ESCROW HOLDER ACKNOWLEDGMENT:

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

ESCROW INSTRUCTIONS

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: _____

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

VERIFICATION OF BUYERS CLOSING COSTS

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
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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 ☐

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

NATURAL HAZARD DISCLOSURE STATEMENT

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

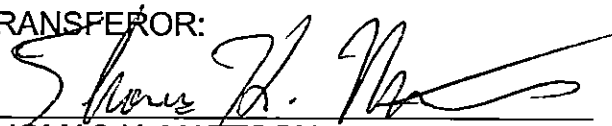
Yes (Landslide Zone) _____ No x Map not yet released by state _____

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

10/17/16

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:

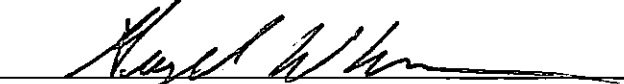
Third-Party Disclosure Provider(s) _____ Date: _____

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

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.

TRANSFEE:



GEORGE WHEELER
PRESIDENT, BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

June 2, 2016
DATE

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

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:

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

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:

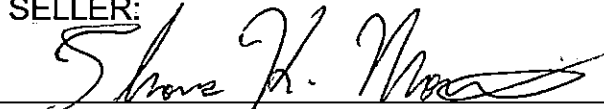
(3.) State right of way easement; (12.) Land use restrictions pursuant to Government Code Section 25581 and Public Resources Code Section 5401.

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

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

10/17/16

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:

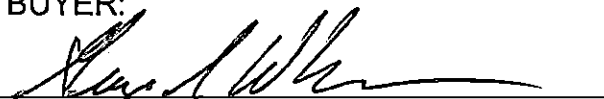


THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

DATE

10/17/16

BUYER:



GEORGE WHEELER
BOARD PRESIDENT
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

DATE

June 2, 2016

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

LAND TRANSFER FROM COUNTY OF HUMBOLDT TO
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

TRANSFER AGREEMENT

This Transfer Agreement, hereinafter referred to as AGREEMENT, dated this 22 day of November, 2016, between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, a special district of the State of California, hereinafter referred to as MCSD;

WITNESSETH:

WHEREAS, COUNTY represents and warrants that it is the owner in fee of a parcel of land situated in the West Half of Section 9 and the East Half of Section 8 in Township 6 North, Range 1 East of the Humboldt Meridian, and is identified as Assessor's Parcel Number 507-141-021. As such, COUNTY has the exclusive right to enter into the AGREEMENT; and

WHEREAS, COUNTY obtained the parcel with the intent that it would be used as fishing access to the Mad River, and has retained the parcel as unimproved park property; and

WHEREAS, MCSD was established and duly organized through COUNTY'S Board of Supervisors Resolution 70-36 for the purpose of supplying the residents of its district with, amongst other things, recreation; and

WHEREAS, MCSD would like to own and maintain the parcel described herein for the purpose of providing recreation, fishing access to the Mad River, and to facilitate parking for park and recreation purpose on the property and adjacent lands owned by MCSD; and

WHEREAS, MCSD has requested COUNTY to sign and deliver to MCSD a quitclaim 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 MCSD a quitclaim 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 in a red color, on Exhibit A, attached hereto and made a part hereof. Delivery of said quitclaim deed for the parcel made expressly subject to the terms and conditions set forth herein.
2. MCSD 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 MCSD

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

understand that valuation of the property is not necessary unless MCSD fails to uphold the conditions of the transfer of the property.

3. MCSD agrees that it will use the property solely for the express purpose as a park, pursuant to Government Code Section 25581.
4. MCSD agrees that, should it use the parcel for any non-park purposes, MCSD 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 land for COUNTY to enable the replacement of park land for the general public's right to use, pursuant to Public Resources Code Section 5401.
5. MCSD agrees to pay all title report, escrow fees and deed issuance fees associated with the transfer of the property.
6. COUNTY agrees to pay all recording fees in conjunction with this transaction.
7. MCSD 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 MCSD, its employees, agents, and contractors in the performance of this AGREEMENT.
8. The term of this AGREEMENT, shall commence upon execution of this AGREEMENT by both parties and shall terminate upon completion of said project.
9. No obligation other than those set forth herein will be recognized.

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TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

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

COUNTY:

MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT:

By: 

CHAIRPERSON
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

By: 

PRESIDENT
BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

ATTEST:
(SEAL)

ATTEST:
(SEAL)

By: 

CLERK
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT

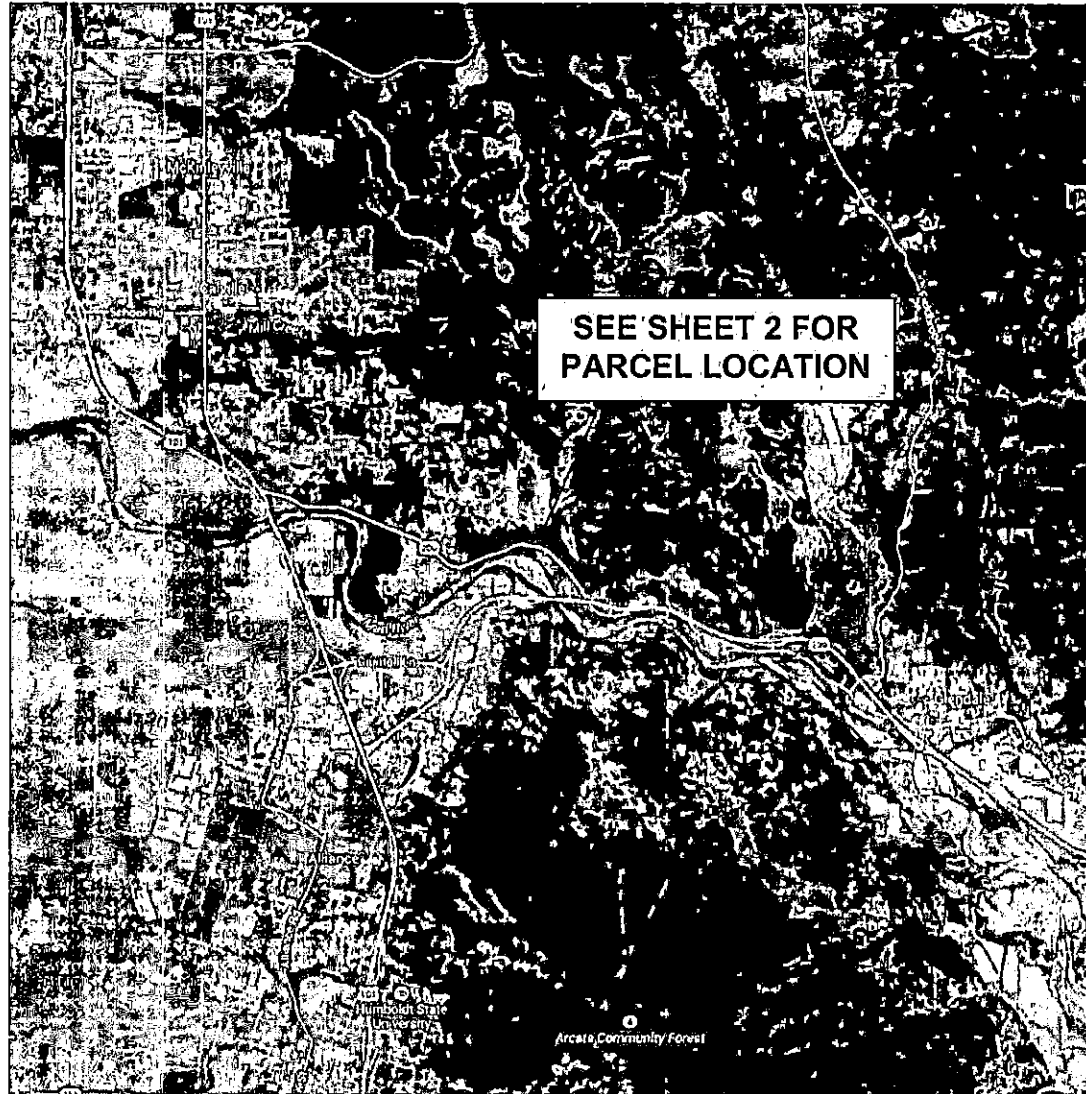
By: 

CLERK
BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

EXHIBIT A

SHEET 1: REGIONAL LOCATION



TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS APN 507-141-021

EXHIBIT A

SHEET 2

Assessor's Map Bk. 507, Pg. 14
County of Humboldt, CA.

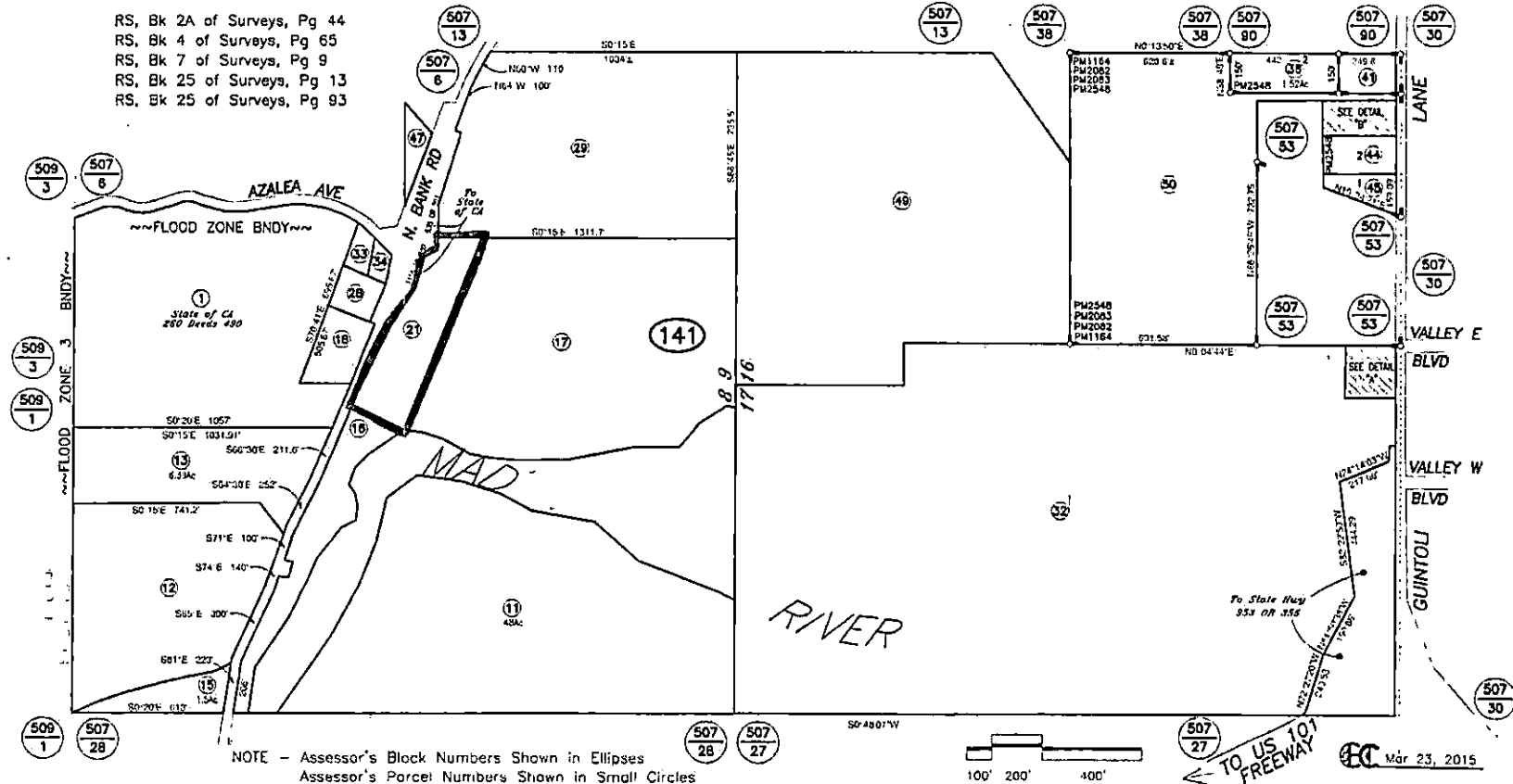
PTN SECS 8,9,16 & 17, T6N R1E
H B & M

507-14

ASSESSOR'S PARCEL MAP
1. THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSIGNED FOR
THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT
COMPLY WITH LOCAL LOT-SPLIT
OR BUILDING SITE ORDINANCES.

PM1164, Bk 10 of Parcel Maps, Pgs 70-71
PM2082, Bk 18 of Parcel Maps, Pgs 74-75
PM2083, Bk 18 of Parcel Maps, Pgs 76-77
PM2548, Bk 22 of Parcel Maps, Pgs 145-147
PM3537, Bk 35 of Parcel Maps, Pgs 3-5

RS, Bk 2A of Surveys, Pg 44
RS, Bk 4 of Surveys, Pg 65
RS, Bk 7 of Surveys, Pg 9
RS, Bk 25 of Surveys, Pg 13
RS, Bk 25 of Surveys, Pg 93



TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

ESCROW INSTRUCTIONS

Prepared on: _____ day of _____, 2016

1. OFFER

A. THIS IS AN OFFER FROM McKinleyville Community Services 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 in an unincorporated area of Humboldt County, California, 95519, Assessor's Parcel Number 507-141-021 ("Property").

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

D. CLOSE OF ESCROW shall occur upon _____ day of _____, 2016.

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 continued use of the Property for park and recreation use, including establishing vehicle parking for residents

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
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ESCROW INSTRUCTIONS

participating in recreation at Property or Buyer's adjacent property, pursuant to Government Code Section 25581.

B. At any time following the transfer of Property to Buyer, any repurposing of the Property for any non-park purpose shall cause the Buyer to pay Seller for the value of the Property as determined by fair market valuation methods at the time of repurposing, or Buyer shall transfer to Seller its own sufficient, equivalent and unsullied land for Seller to enable the replacement of park land for the general public's right to use, pursuant to Public Resources Code Section 5401.

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 park and recreation site open to the general public for the purpose of recreation.

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 McKinleyville Community Services District; Quitclaim Deed granted from County of Humboldt to McKinleyville Community Services District; and McKinleyville Community Services 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.

B. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 507-141-021

ESCROW INSTRUCTIONS

transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website.

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 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 Quitclaim 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, Quitclaim 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 Quitclaim deed conveying Property to Buyer.

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ESCROW INSTRUCTIONS

c) Fully executed McKinleyville Community Services District
Certificate of Acceptance.

B. If the CLOSE OF ESCROW has not occurred by December 31, 2016 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, 2017.

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.

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. Quitclaim 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



THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

DATE

10/17/16

ESCROW HOLDER ACKNOWLEDGMENT:

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ESCROW INSTRUCTIONS

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: _____

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VERIFICATION OF BUYERS CLOSING COSTS

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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 ☐

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
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NATURAL HAZARD DISCLOSURE STATEMENT

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

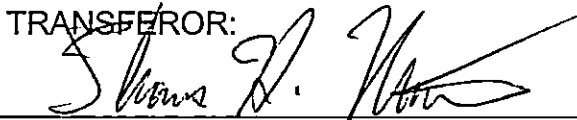
Yes (Landslide Zone) _____ No x Map not yet released by state _____

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

10/17/16
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: _____

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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.

TRANSFEE:



GEORGE WHEELER
PRESIDENT, BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

June 2, 2016
DATE

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
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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:

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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.

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
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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

10/17/16

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:

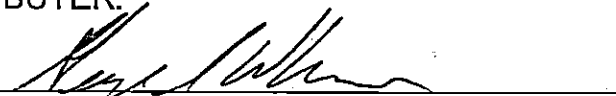


THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

DATE

10/17/16

BUYER:



GEORGE WHEELER
BOARD PRESIDENT
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

DATE

June 2, 2016