

TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS
APN 508-401-066

LAND TRANSFER FROM COUNTY OF HUMBOLDT TO MCKINLEYVILLE COMMUNITY SERVICES
DISTRICT

Transfer Agreement

This Transfer Agreement, hereinafter referred to as AGREEMENT, dated this 6 day of November, 2018, 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 Northeast Quarter of Section 8, Township 6 North, Range 1 East, Humboldt Meridian, County of Humboldt, State of California, being more particularly described as follows: Parcel I as shown on Map of Tract No. 647, Central Estates Phase 2C, Filed in Book 25 of Maps at Pages 48 through 51, Inclusive, Records of The County of Humboldt, State of California AND IS IDENTIFIED AS Assessor's Parcel Number 508-401-066. 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 for drainage facilities, public trails, and access thereto, and for public purposes; 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 and storm water drainage; 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 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 drainage facilities, public trails, and access thereto, and for public purposes, pursuant to Government Code Section 25581.
4. MCSD agrees that, should it use the parcel for any purpose other than drainage facilities, public trails, and access thereto, and for public 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.

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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.

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

Ryan Sharp, Deputy

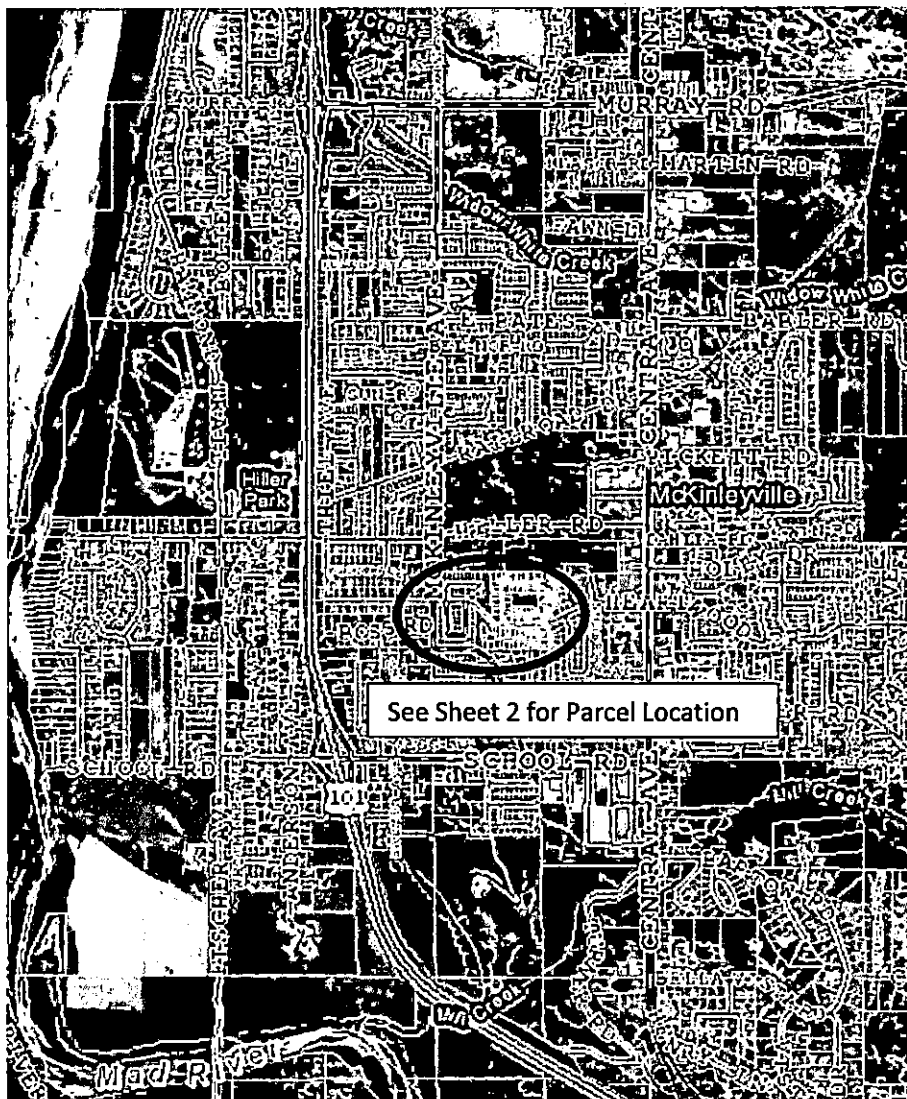
By: _____

CLERK
BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

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Exhibit A

Sheet 1: Regional Location



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Exhibit A

	<p>ASSESSOR'S PARCEL MAP</p> <ol style="list-style-type: none"> 1. THIS MAP WAS PREPARED FOR ACADEMIC PURPOSES ONLY. 2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. 3. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCAL LOT-OR-PLAT OR BUILDING SITE ORDINANCES.
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PM1551(Par), Bk. 13 of Parcel Maps, Pgs. 101-102
TR541, Bk. 23 of Maps, Pgs. 28-30
(Central Estates Subdivision Phase A)
TR564, Bk. 23 of Maps, Pgs. 96-100
(Central Estates Subdivision Phase 1A)
TR547, Bk. 25 of Maps, Pgs. 48-51
(Central Estates Subdivision Phase 2C)
TR651, Bk. 25 of Maps, Pgs. 68-70
(Central Estates Subdivision Phase 2D)

508-40



25' 50' 100'

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ESCROW INSTRUCTIONS

Prepared on: _____ day of _____, 2018

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 508-401-066 ("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 continued use of the Property for park and recreation use, 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:

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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; 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 Website maintained by the United States Department of Transportation at <https://www.npms.phmsa.dot.gov/>. To seek further information about possible 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 make 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.

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10. CLOSE OF ESCROW:

A. The CLOSE OF ESCROW for the 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.
 - c) Fully executed McKinleyville Community Services 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 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 _____ DATE _____

THOMAS K. MATTSON
DIRECTOR, PUBLIC WORKS
COUNTY OF HUMBOLDT

BUYER _____ DATE _____

DIRECTOR,
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

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ESCROW HOLDER ACKNOWLEDGEMENT

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 508-401-066.

The transferor and their 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 principle(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 their 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 X 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 X 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 X.

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 X.

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes ____ No X.

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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) _____ No X 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 STIMATE 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: _____

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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.

TRANSFeree:

PRESIDENT, BOARD OF DIRECTORS
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

DATE

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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 508-401-066.

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 the 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 principle(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sales of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IN 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:

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 X	No
3.	Any encroachments, easements, or similar matters that may affect your interest in the subject property.	Yes	No X
4.	Room additions, structural modifications, or other alternations or repairs made without necessary permits.	Yes	No X
5.	Room additions, structural modifications, or other alternations 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

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			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.) The Parcel shares a common fence with nine other parcels.

(12.) Land use restrictions pursuant to Government Code Section 25581 and Public Resources Code Section 5401.

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

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BUYER:

BOARD PRESIDENT,
MCKINLEYVILLE COMMUNITY
SERVICES DISTRICT

DATE