

AGREEMENT TO TRANSFER

The parties hereto, The City of Point Arena, a municipal corporation, hereinafter referred to as "City" and the County of Mendocino, a political subdivision of the State of California, (hereinafter referred to as "County"), agree among themselves as follows:

WHEREAS, Government Code §37461 authorizes a City to "provide and maintain buildings, memorial halls, and meeting places for Veterans' patriotic, fraternal, and benevolent associations"; and

WHEREAS, Military and Veterans §1262 states that any county may provide, maintain, or provide and maintain buildings, memorial halls, meeting places, memorial parks, or recreation centers for the use or benefit of one or more veterans associations, veterans service organizations, or nonprofit veteran service agencies; and

WHEREAS, Military and Veterans §1262(h) provides that a county may join with any incorporated city in the county in the accomplishment of the above purposes as set forth in Military and Veterans §1262 and to that end hold jointly with such city all property acquired, and expend money in conjunction with such city in accomplishing the above purposes. Title to any property jointly so acquired by a county and a city may at any time be conveyed by either of the joint owners to the other without consideration other than to carry out the purposes of this section; and

WHEREAS, Military and Veterans §1266 provides that when a city or county has provided for and maintained a building for the benefit of one or more veterans associations, veterans service organizations, or nonprofit veteran service agencies, the provision of that facility and its acceptance by such organizations constitute a dedication of that property to a public purpose. The dedication cannot be revoked unless the organizations have violated the terms and conditions of the dedication, the city or county has dedicated substitute facilities, the organizations have consented to the city or county action, or have abandoned use of the facilities; and

WHEREAS, the County of Mendocino owns and operates a Veterans' Memorial Building located within the incorporated city limits of the City of Point Arena, generally described as Assessor's Parcel No. 027-061-04 and more particularly described in Exhibit A attached hereto, and hereinafter referred to as "Property"; and

WHEREAS, City desires for the County to transfer the Property to the City and is willing to accept said Property, including acceptance of the terms and conditions set forth in this AGREEMENT.

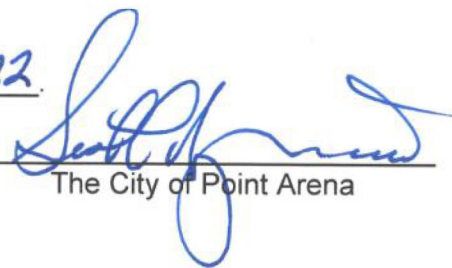
NOW, THEREFORE, we agree as follows:

1. County agrees to transfer to City and City agrees to accept from County the Property, upon completion of all terms and conditions as set forth in this Agreement.
2. Conditions of said transfer include:

- a. The Property shall be dedicated to a public purpose and must be maintained and made available for use by veteran's organizations in accordance with Division 6, Chapter 2 of the California Military and Veterans Code. This condition shall be stated on the Grant Deed.
 - b. County shall be able to continue to use a portion of the Property for the Sheriff's substation at no cost to the County. This condition shall be memorialized via a memorandum of understanding between the County and the City to be executed contemporaneously with the property transfer.
3. The transfer price to be paid by City to County for the Property shall be the sum of one dollar (\$1.00) plus all related transfer costs, to be paid by City by cash, cashier's check, or bank certified check no later than 2:00 p.m. on the business day before the transfer date.
4. County shall prepare and record a duly executed Grant Deed conveying the Property to the City.
5. Title and possession shall pass upon recordation of the Grant Deed to the extent authorized by law; provided, however, that Coast Seniors, Inc. shall continue their occupancy of the Property subject to the terms of the memorandum of understanding dated July 13, 2011, and amended on November 9, 2018, and all applicable federal, state and local laws and regulations. Recordation of the Grant Deed shall occur not later than thirty (30) days following the execution of this Agreement, unless extended pursuant to the written agreement of both City and County.
6. County makes no warranties of any kind to City that the title conveyed to City will not be encumbered by any easements, licenses, conditions, covenants, restrictions, liens or other rights not disclosed by the public record and known to County or of which County should have known.
7. Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. PURCHASER ACKNOWLEDGES THAT NEITHER COUNTY NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. County and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. County makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that County shall have no liability for any claim or losses. Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.
8. In the case of litigation between County and City relating to this transaction, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and court costs.
9. There are no intended third party beneficiaries of this Agreement.

10. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to the Code of Civil Procedure, Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
11. Any fees related to this transaction and not specifically addressed within this Agreement shall be paid by the City.
12. To the fullest extent permitted by law, City shall hold harmless, defend and indemnify the County of Mendocino, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of City, City's agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving City of any obligation hereunder.
13. The City is advised to avail themselves of legal counsel or land title professional guidance to assure they understand any other documentation needed to clear title along with risks or limitations associated in this agreement.

Executed by City this 26TH day of MAY, 2022.


The City of Point Arena

Executed by County this 13th day of June, 2022.

COUNTY OF MENDOCINO

By: 
Ted Williams, Chair, 06/13/2022
Board of Supervisors

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: 
Deputy 06/13/2022

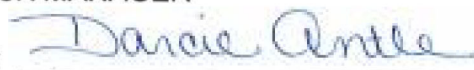
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 06/13/2022

INSURANCE REVIEW:

RISK MANAGER

By: 
Risk Management

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN CURTIS,
County Counsel

By: Matthew Kiedrowski, Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

EXHIBIT "A"

Property Description

The most Northerly 200.00 feet as measured at right angles to the North line of the following described real property.

A portion of fractional Section 12, Township 12 North, Range 17 West, Mount Diablo Meridian, situate in the County of Mendocino, State of California, and more particularly described as follows:

COMMENCING at an iron pipe at the Southeast corner of land of Arnold L. Ormsbee and Kathleen E. Ormsbee, as shown on the Record of Survey recorded August 17, 1953, in Map Case 1, Drawer 9, Page 147, Mendocino County Records; thence from said point of commencement North 21° 22' 50" West, 241.49 feet to the point of beginning; thence from said point of beginning North 34° 53' 10" West, 195.84 feet to a point; thence North 54° 17' 30" West, 448.61 feet to a ¾ inch iron pipe; thence South 88° 02' 40" West, 274.28 feet to a ¾ inch iron pipe; thence South 0° 39' 10" West, 488.8 feet to a point; thence North 84° 34' 10" East, 760.0 feet, more or less, to the point of beginning.