

AGREEMENT TO TRANSFER

The parties hereto, the Covelo Community Services District, a Special District, hereinafter referred to as "CCSD" or "Purchaser" and the County of Mendocino, a political subdivision of the State of California, (hereinafter referred to as "County"), agree among themselves as follows:

WHEREAS, the County is the owner in fee simple of buildings of approximately 1,286 square feet on approximately 0.24 acres of real property located at 23950 Grange St within the unincorporated town of Covelo, generally described as Assessor's Parcel Nos. 033-240-26 and 033-240-39 and more particularly described in Exhibit A attached hereto, and hereinafter referred to as "Property"; and

WHEREAS, beginning in 2006, the County allowed the CCSD and the Round Valley County Water District to occupy and maintain these buildings, which previously served as the Round Valley Justice Court, Sheriff's sub-station, a jail building, shed, and pump house; and

WHEREAS, on December 16, 2025, the County Board of Supervisors declared this Property to be exempt surplus with approval of Resolution No. 25-200; this Resolution was repealed and replaced with Resolution No. 26-011 on February 3, 2026, to correct a clerical error; and

WHEREAS, Resolution No. 26-011 was approved with the intention of completing a "Local Agency to Local Agency Surplus Land Transfer" of the Property; and

WHEREAS, there is a clear public benefit from CCSD's continued occupancy and use of the property; CCSD desires for the County to transfer the Property to it, and is willing to accept said Property for its own use, including acceptance of the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, we agree as follows:

1. County agrees to transfer to CCSD and CCSD agrees to accept from County the Property, for its own use, upon completion of all terms and conditions as set forth in this Agreement.
2. The transfer price to be paid by CCSD to County for the Property shall be the sum of one dollar (\$1.00) plus all related transfer costs, to be paid by CCSD by cash, cashier's check, or bank certified check no later than 2:00 p.m. on the business day before the transfer date.
3. County shall prepare and record a duly executed Grant Deed conveying the Property to the CCSD.
4. Title and possession shall pass upon recordation of the Grant Deed to the extent authorized by law. 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 Purchaser and County.
5. County makes no warranties of any kind to Purchaser that the title conveyed to Purchaser 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.

6. 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 that 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.
7. In the case of litigation between County and Purchaser relating to this transaction, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and court costs.
8. There are no intended third-party beneficiaries of this Agreement.
9. 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.
10. Any fees related to this transaction and not specifically addressed within this Agreement shall be paid by the Purchaser.
11. To the fullest extent permitted by law, Purchaser 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 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 Purchaser, Purchaser'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 Purchaser of any obligation hereunder.
12. The Purchaser 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 CCSD this 25th day of June, 2026.


Chair of the Board, Joseph Gauder

Executed by County this _____ day of _____, 20____.

COUNTY OF MENDOCINO

By: _____
Bernie Norvell, Chair,
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, Clerk of said Board

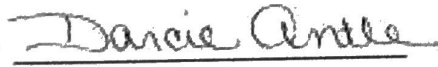
By: _____
Deputy

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

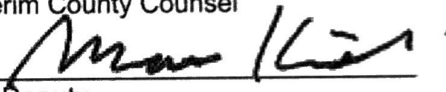
INSURANCE REVIEW:
RISK MANAGER

By: 
Risk Management **06/18/2026**

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE ELLIOTT,
Interim County Counsel

By: 
Deputy **06/18/2026**

EXECUTIVE OFFICE/FISCAL REVIEW:

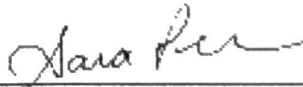
By: 
Deputy CEO or Designee **06/18/2026**

EXHIBIT "A"

Legal Description for 033-240-26

Beginning at the north east corner of Main and Grange Streets in the town of Covelo, Mendocino County, California, thence from such point of beginning north along the east line of Main Street 50 feet to an iron pin driven in the ground, thence east and parallel to the north line of Grange street 100 feet to an iron pin driven in the ground in the west line of land of Ida M. Crist, thence south along the west line of land of Ida M. Crist 50 feet to an iron pin driven in the ground on the north line of Grange Street, thence west and along the north line of Grange Street 100 feet to the point of beginning, excepting therefrom land heretofore conveyed to Mendocino County and more particularly described in book 35 of Deeds at page 264 and book 58 of Deeds at page 404, records of Mendocino County.

Legal Description for 033-240-39

BEGINNING at a point in the east line of Main Street in the Town of Covelo, distant thereon north 50.00 ft. from the intersection of the north line of Grange St. with the east line of said Main St., said point of beginning being the northwest corner of that certain parcel of land conveyed by J. S. Rohrbough and Myrtle J. Rohrbough to County of Mendocino by deed recorded Jan. 14, 1930, in Book 48, Official Records, Page 117, Mendocino County Records; thence north, along said east line of Main St. 50.00 feet; thence east, and parallel to the north line of Grange St., 100.00 feet, to the northwest corner of that certain parcel of land conveyed to Roland C. Gray and Mattie Gray by deed recorded June 26, 1945, in Book 184, Official Records, Page 155, Mendocino County Records; thence south along the west line of said Gray land, 50.00 ft. to the northeast corner of that certain parcel of land conveyed to County of Mendocino by J. S. Rohrbough et ux, by deed recorded January 14, 1930, in Book 48, Official Records, Page 117, Mendocino County Records; thence west, along the north line of said land, 100.00 ft. to the point of beginning, being a portion of Parcel VII of those lands described in that certain deed to Myrtle J. Rohrbough, recorded July 24, 1940, in Book 142, Official Records, Page 272, Mendocino County Records.