

# BOS Agreement No.

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## AGREEMENT TO TRANSFER

The parties hereto, the South Coast Fire Protection District, a Special District, hereinafter referred to as "SCFD" 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 1,486 square feet on approximately 0.55 acres of real property located at 46980 Ocean View, Gualala CA, generally described as Assessor's Parcel No. 144-034-24 and more particularly described in Exhibit A attached hereto, and hereinafter referred to as "Property"; and

WHEREAS, the building has served as the Anchor Bay Firehouse operated by SCFD, Station 752 for over 40 years; and

WHEREAS, on December 16, 2025, the County Board of Supervisors declared this Property to be exempt surplus with approval of Resolution No. 25-203; and

WHEREAS, Resolution No. 25-203 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 SCFD's continued occupancy and use of the property; SCFD 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 SCFD and SCFD 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 SCFD to County for the Property shall be the sum of one dollar (\$1.00) plus all related transfer costs, to be paid by SCFD 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 SCFD.
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 SCFD this 30<sup>th</sup> day of JUNE, 2026.

Walter Slakey  
Chair of the Board

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

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE ELLIOTT,  
Interim County Counsel

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

**INSURANCE REVIEW:**  
RISK MANAGER

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

**EXECUTIVE OFFICE/FISCAL REVIEW:**

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

EXHIBIT "A"

Legal Description

Commencing at a stake marked "B" at the Southwest corner of the "Fish Rock Cemetery" running South 65 yards to the County Road, thence following the County Road 135 yards Northerly to the North side of the bridge across Quinliven Gulch; thence West 112 yards to the stake marked "D" being the place of beginning, as recorded in Book 26 of Deeds, page 172, Mendocino County Records, recorded December 13, 1882, at ten minutes past 4:00 p.m.;

EXCEPTING the following:

All of that land which lies between the Easternmost right-of-way line of State Highway 1 in a line parallel to and Easterly of said right-of-way line a distance of 75 feet therefrom.