

## TRANSFER AGREEMENT

This agreement (hereinafter referred to as the "Transfer Agreement") is made between the County of Monterey, a political subdivision of the State of California (County) and the City of King, a California Charter City (City). County and City are collectively referred to as the "Parties."

The Parties hereby agree as follows:

### 1. TRANSFER

- (a) County agrees to transfer and City agrees to accept pursuant to the terms and conditions set forth in this Transfer Agreement, the real property located at the easterly portion of King Street, King City, County of Monterey, State of California, described in Exhibit A and B, hereinafter referred to as the "Property."
- (b) City agrees that it will be acquiring the Property by way of Quitclaim Deed, in a form attached hereto as Exhibit C.
- (c) City agrees it will be acquiring the Property, including any improvements thereon, in an "as-is" condition with all faults and conditions then existing, including any hazardous substances or hazardous wastes, whether known or unknown, and City assumes all responsibility for such faults and conditions.
- (d) City agrees that it will reimburse County for costs of publishing public notice of the transfer pursuant to Government Code Section 6061. Said Cost to not exceed \$500.00.

### 2. COUNTY'S REPRESENTATIONS AND WARRANTIES

County represents and warrants to City that on the date this agreement is fully executed the following conditions apply:

- (a) County has the full right, power and authority to enter into this Agreement and to perform the transactions contained in it.
- (b) County interests may be subject to certain easements for overhead and underground public utilities, drainage facilities, and private sewer drains located within the limits of the Property (including access to perform needed maintenance, repair and replacement) which must be reserved for continued future use.

### 3. NOTICES

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return-receipt requested.

Notices shall be addressed as shown below for each party, except that if any party gives notice of a change of name and address, notices to that party shall thereafter be given as shown in that notice.

To County	To City
County of Monterey	City of King
c/o Department of Public Works, Real Property Specialist	c/o City Manager 212 S. Vanderhurst Avenue
855 E. Laurel Dr., Bldg. C	King City, CA 93930
Salinas, CA 93905	

4. BINDING ON SUCCESSORS

This Agreement shall be binding on the parties, their heirs, personal representatives, assigns and other successors in interest.

5. ADDITIONAL DOCUMENTS

The parties agree to execute any additional documents reasonable and necessary to carry out the provisions of the Agreement. The County's Contracts/Purchasing Officer shall be authorized to execute any documents needed to complete the transaction, including but not limited to amendments to the Agreement, notices or related documents.

6. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired.

7. CAPTIONS

The captions heading the various paragraphs of this agreement are for convenience and shall not be considered to limit, expand or define the contents of the respective paragraphs.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought. This Agreement supersedes all prior discussions, negotiations, agreements and memoranda whether oral or written.

10. AUTHORITY AND EXECUTION

This Agreement, which is valid only when executed by both parties, constitutes the complete understanding and mutual agreement of the parties hereto and no oral representation in any manner vary the terms hereof or be binding. The individuals executing this Agreement and any other related written documentation certify that they have authority to bind their respective entities.

11. COUNTERPARTS

This Agreement may be executed in counterparts, which shall be considered an original and which together shall constitute one document.

The parties have executed this Transfer Agreement as shown below by their duly authorized representatives:

**COUNTY OF MONTEREY**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(print Name and Title)

Approved as to Form:  
CHARLES MCKEE, County Counsel

By: Cynthia L. Hasson  
Cynthia L. Hasson  
Deputy County Counsel

**CITY OF KING**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(print Name and Title)

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A**

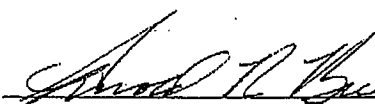
**LEGAL DESCRIPTION TO ACCOMPANY**

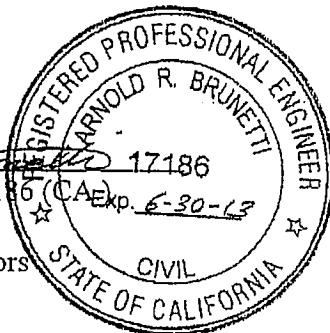
**BEING** a portion of King Street as shown on that certain Map of Burbank & Devendorf Villa Lot Addition to the Town of Kings City as filed in Volume 1 of Surveys, at Page 30, Records of the County of Monterey, State of California, being more particularly described as follows:

**BEGINNING** at the most southwesterly corner of Lot 32 as shown on that certain map of Tract No. 1145, 'Green Acres' subdivision as filed in Volume 17 of Cities and Towns, at Page 26, Records of said County; thence along the southeasterly boundary of said Lot North  $58^{\circ}01'00''$  East 133.73 feet to the most easterly corner thereof, said corner lying on the westerly right-of-way line of the lands of the Southern Pacific Railroad as shown on said maps; thence leaving said boundary along said right-of-way along a non-tangent curve to the left, from a tangent bearing South  $22^{\circ}42'51''$  East, with a radius of 5779.50 feet, through a central angle of  $00^{\circ}36'08''$ , an arc distance of 60.74 feet to the most northerly corner of Lot 53 as shown on said Villa Lot Addition map; thence leaving said right-of-way along the northwesterly boundary of said Lot 53 South  $58^{\circ}01'00''$  West 173.25 feet to a point; thence leaving said boundary along a non-tangent curve to the left, from a tangent bearing North  $58^{\circ}01'00''$  East, with a radius of 50.00 feet, through a central angle of  $101^{\circ}32'13''$ , an arc distance of 88.61 feet to the **POINT OF BEGINNING**.

Containing 8,216 square feet of land, more or less.

Legal description prepared by me or under my direction on 7-21-2011  
and is based on record data.

  
Arnold R. Brunetti - R.C.E 17186  
Hanna & Brunetti  
Civil Engineers & Land Surveyors  
Gilroy, California



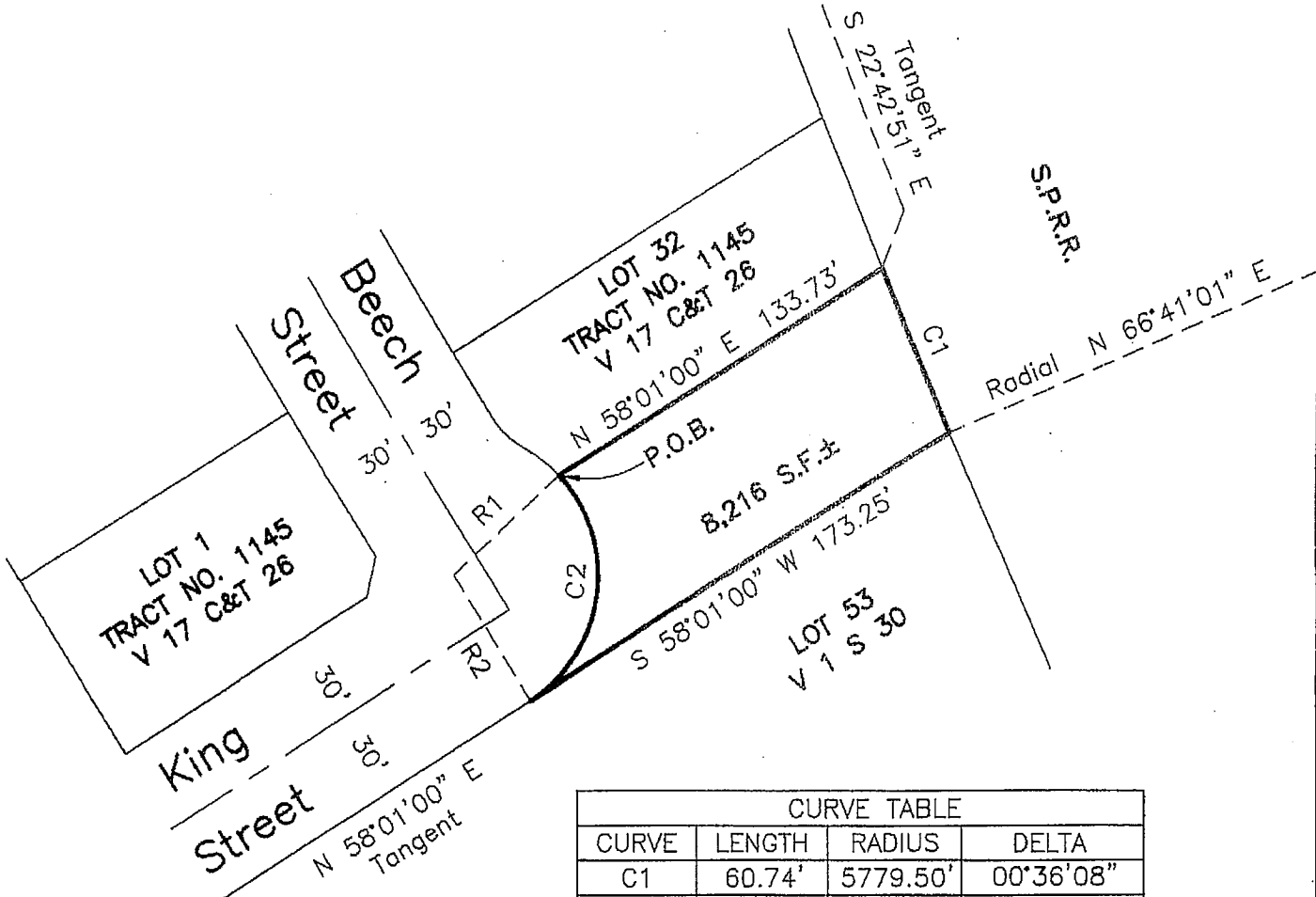
**SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.**

# EXHIBIT B

PLAT TO ACCOMPANY \_\_\_\_\_

BEING A PORTION OF KING STREET AS SHOWN ON THE MAP OF  
BURBANK & DEVENDORF VILLA LOT ADDITION - VOLUME 1 OF SURVEYS, AT PAGE 30  
IN THE CITY OF KING, COUNTY OF MONTEREY, STATE OF CALIFORNIA

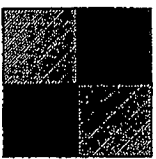
JUNE, 2011



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	60.74'	5779.50'	00°36'08"
C2	88.61'	50.00'	101°32'13"

RADIAL TABLE		
LINE	LENGTH	BEARING
R1	50.00'	N46°28'47"E
R2	50.00'	N31°59'00"W

SCALE 1" = 60'



**Hanna • Brunetti**  
Civil Engineers ■ Land Surveyors  
■ Construction Managers ■  
Gilroy, California ■ (408) 842-2173



*Arnold R. Brunetti*  
Arnold R. Brunetti, P.E.

7-21-2011  
Date

JN

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )

City of King )  
c/o City Manager )  
212 S. Vanderhurst Avenue )  
King City CA 93930 )

No Document Fee per CA Govt. Section 6103

THE UNDERSIGNED GRANTOR(s) DECLARE(s)  
DOCUMENTARY TRANSFER TAX is \$ 0 Grant to Government Entity  
 Computed on full value of property conveyed, or  
 Computed on full value less value of liens or encumbrances remaining at time of sale,  
 Unincorporated area  City of \_\_\_\_\_

Space above this line for Recorder's use

\_\_\_\_\_  
Signature of Declarant or agent – Firm Name

### QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
That the COUNTY OF MONTEREY a political subdivision of the State of California,  
("County") hereby remises, releases, and quitclaims to GRANTEE:

**City of King, a California Charter City**

and/or their successors and assigns, all its right, title, and interest in the real property located in  
the County of Monterey, California, and more particularly described in Exhibit "A" and Exhibit  
"B" attached hereto and incorporated by this reference herein (the "Property"), subject to the  
reservation of existing easements, including overhead and underground public utilities and  
drainage facilities, and private sewer drains located within the limits of the Property (including  
access to perform needed maintenance, repair and replacement).

This Quitclaim Deed is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR  
County of Monterey

\_\_\_\_\_  
Michael R. Derr  
Contracts/Purchasing Officer

Approved as to content:

\_\_\_\_\_  
Paul H. Greenway, P.E.  
Acting Director of Public Works

Approved as to form:  
CHARLES J. MCKEE, COUNTY COUNSEL

By: \_\_\_\_\_  
Cynthia L. Hasson  
Deputy County Counsel

ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_

\_\_\_\_\_ 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 signatures(s) on the instrument the person(s) or their 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.

Signature \_\_\_\_\_

Place Notary Seal Above

EXHIBIT A

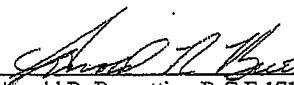
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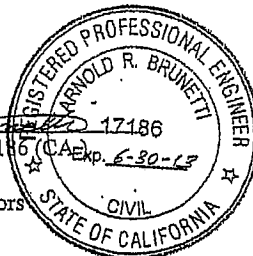
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Hanna & Brunetti  
Civil Engineers & Land Surveyors  
Gilroy, California

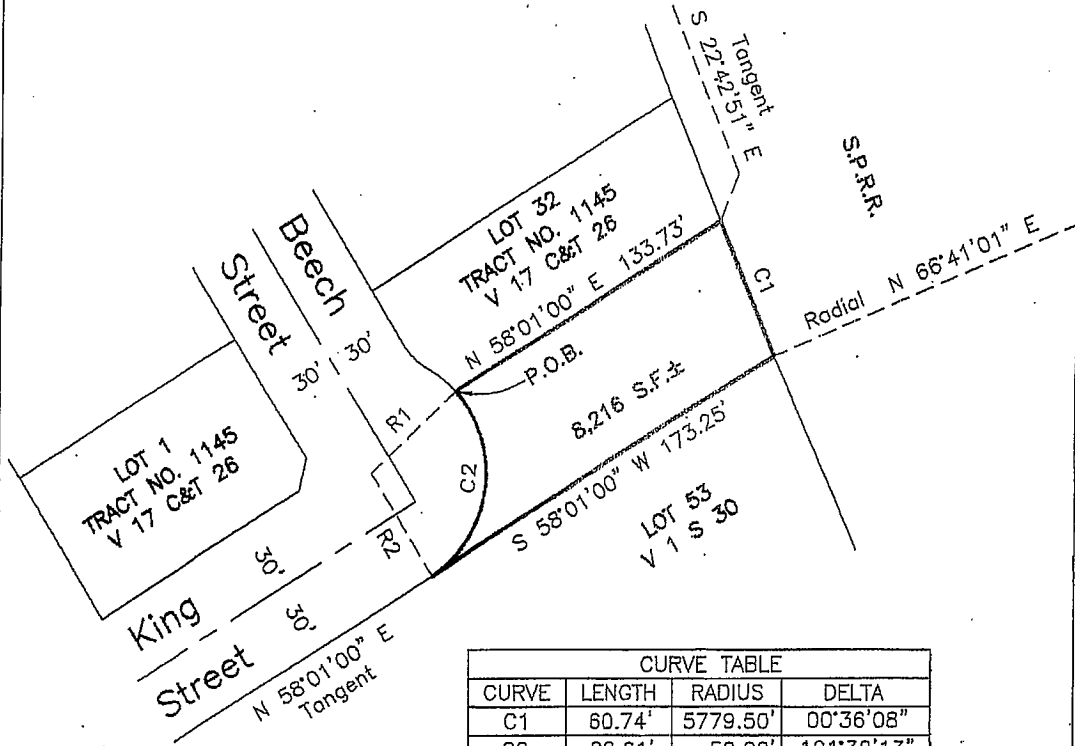


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7-21-2011  
 Date

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