

Attachment D

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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 Salinas, 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 off of Garfield Circle, in the City of Salinas, County of Monterey, State of California, described in **Exhibit A**, 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 B** attached and incorporated by this reference.
- (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.

2. TAXES/ASSESSMENTS

As historically performed in the past, City shall pay all real property taxes and assessments due, if any, as of the execution of this Transfer Agreement.

3. COUNTY’S UNDERSTANDING

It is the County’s understanding that the Property was transferred to the City when the formal 1974 annexation of the residential subdivision know as Tract No.580, Unit No 1, of Northridge Estates was completed, the City recognized having ownership of the Property, and neither County or City have records reflecting the formal transfer of ownership of the Property.

4. 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 Salinas
c/o Department of Public Works, Facilities and Parks Real Property Specialist	c/o City Manager
1441 Schilling Place, South 2 nd Floor	200 Lincoln Ave.
Salinas, California 93901	Salinas, California 93931

5. **BINDING ON SUCCESSORS**

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

6. **ADDITIONAL DOCUMENTS**

The Parties agree to execute any additional documents reasonable and necessary to carry out the provisions of the Agreement. The County’s Director of Public Works, Facilities and Parks shall be authorized to execute any documents needed to complete the transaction, including but not limited to any future amendments to this Transfer Agreement, notices, or related documents.

7. **SEVERABILITY**

If any provision of this Transfer 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.

8. **CAPTIONS**

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

9. **GOVERNING LAW**

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

10. **ENTIRE AGREEMENT**

This Transfer 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 Transfer Agreement supersedes all prior discussions, negotiations, agreements and memoranda regarding this Transfer Agreement whether oral or written.

11. AUTHORITY AND EXECUTION

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

12. COUNTERPARTS

This Transfer 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

City of Salinas

By: _____
Randell Ishii, M.S., P.E., TE, PTOE,
Director of Public Works, Facilities and Parks

By: _____
Steve Carrigan, City Manager

Date: _____

Date: _____

Approved as to Form:
Leslie J. Girard, County Counsel

Approved as to Form:

By: _____
Mary Grace Perry, Deputy County Counsel

By: _____
Christopher A. Callihan, City Attorney

Date: _____

Date: _____

Exhibit A

Property

Assessor's Parcel Number 253-192-015:

Parcel A, in Block 4 as shown and designated on that certain map entitled, "Tract No. 580 Northridge Estate Unit No. 1" filed for record on Nov. 13, 1968 in the office of the County Recorder of the County of Monterey, State of California, in Volume 9 of Maps, "Cities and Towns", at Page 66.

Located off Garfield Circle, Salinas California



Exhibit B

Quitclaim Deed

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