

# **ATTACHMENT 2**

## **Transfer Agreement**

Project: Transfer of Flood Control Real Property at North Preisker Lane in Santa Maria to the City of Santa Maria  
APN: 090-341-051  
Folio No.: 003953  
Agent: SF

**TRANSFER AGREEMENT**

**THIS TRANSFER AGREEMENT** (hereinafter “Agreement”) is made by and between the

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, hereinafter referred to as “DISTRICT”,

and

CITY OF SANTA MARIA, a municipal corporation of the State of California, hereinafter referred to as “CITY”,

with reference to the following:

**WHEREAS**, DISTRICT is the owner of that certain real property located at the terminus of North Preisker Lane in the City of Santa Maria, County of San Luis Obispo, State of California, known as San Luis Obispo County Assessor’s Parcel Number 090-341-051 and legally described on page 2 of the “Tax Deed to Purchaser of Tax-Defaulted Property” recorded on May 30, 2017 as Instrument Number 201723238 of Official Records of the San Luis Obispo County Clerk-Recorder (hereinafter “Property”), attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, DISTRICT has determined that the Property is not necessary for flood control purposes and the disposition of the Property would be in the best interests of DISTRICT and the general public; and

**WHEREAS**, CITY desires to acquire the Property in order to integrate more land into the City’s trail system along the Santa Maria River Levee; and

**WHEREAS**, the parties desire to transfer the Property from DISTRICT to CITY to ensure the recreational use of the Property into the future.

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions contained herein, the parties agree as follows:

1. **PROPERTY TRANSFER:** DISTRICT shall convey the Property to CITY, and CITY shall accept all DISTRICT's right, title and interest, including any and all mineral, subsurface, and access rights, in the Property.

2. **CONSIDERATION:** The parties hereby agree that the transfer of the Property and subsequent re-utilization for recreational purposes shall benefit the community and shall be made without monetary consideration.

3. **TRANSFER DATE:** The "Date of Transfer" is defined as the date of recordation of the deed required to convey the Property to the CITY.

4. **DISTRICT'S DISCLOSURES - ENVIRONMENTAL IMPAIRMENT AND TOXICS:** DISTRICT represents that, to DISTRICT's best knowledge, during the period of DISTRICT's ownership of the Property, no discharge, leakage, spillage, emission or pollution of any type has occurred upon or from the Property. DISTRICT has not manufactured, generated or stored hazardous wastes on, in or around the Property.

5. **DISTRICT'S OBLIGATIONS:** DISTRICT shall provide to CITY an original Quitclaim Deed, in substantially the form shown on Exhibit "B" attached hereto and incorporated herein by reference, executed by the DISTRICT's Board of Directors, for CITY's acceptance. DISTRICT shall record the Quitclaim Deed after CITY has accepted the transfer in accordance with Section 6 below.

6. **CITY'S OBLIGATIONS:** City agrees to accept the Property, by way of executing the Certificate of Acceptance attached to the Quitclaim Deed, and shall return the Quitclaim Deed to the DISTRICT for recordation.

7. **PROPERTY SUITABILITY AND "AS IS" SALE:** CITY has investigated the Property and has determined that it is suitable for CITY's intended use and therefore, CITY hereby accepts, by way of executing this Agreement, the Property in its existing "AS IS" condition.

CITY ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, DISTRICT HAS MADE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF TITLE AND/OR PROPERTY, THE PROPERTY'S PAST USE OR ITS SUITABILITY FOR CITY'S INTENDED USE.

8. **VESTING:** Title to the Property shall be vested in the CITY OF SANTA MARIA.

9. **TRANSFER COSTS:** CITY shall pay all fees incurred as a result of this real property transaction, including title fees, preliminary title report, land survey costs

10. **TITLE:** It is CITY's sole obligation to conduct an independent investigation into the title of the Property and may, at its sole expense, cause to be prepared a Preliminary Title Report. CITY shall accept title to the Property subject to all applicable assessments, restrictions, liens, encumbrances, title exceptions, easements, rights and conditions (recorded and/or unrecorded) affecting the Property.

11. **INSURANCE AND INDEMNIFICATION:**

A. **TITLE INSURANCE:** DISTRICT shall not provide title insurance in this transaction. Any title insurance shall be obtained by CITY at CITY's sole expense.

B. **INSURANCE:** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this Agreement.

C. **INDEMNIFICATION:** CITY shall indemnify, defend, and hold harmless the DISTRICT for any and all liability, loss and expense (including reasonable attorneys' fees) occasioned by reason of any easements, contracts, leases or permits encumbering said Property which are known to or should be known by DISTRICT but have not been disclosed by DISTRICT or shown in a title report.

12. **WAIVER:** It is understood and agreed that any waiver, express or implied, of any term of this Agreement or any default or breach of this Agreement shall not be deemed to be a waiver of any continuing or subsequent default or breach of any other provision of this Agreement.

13. **TERMINATION:** Each party shall have the right to terminate this Agreement without cause at any time prior to the Date of Transfer.

14. **NOTICES:** Any notice to be given to either party by the other shall be in writing and shall be served, either personally or by registered or certified mail, to the following:

DISTRICT: Santa Barbara County Flood Control & Water Conservation District  
c/o County of Santa Barbara, Real Estate Services  
1105 Santa Barbara Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
(805) 568-2625

CITY: City of Santa Maria  
110 East Cook Street  
Santa Maria, CA 93454  
(805) 925-0951

All notices hereunder shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

15. **ENTIRE CONTRACT:** This Agreement supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto

have set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the subject property and shall relieve DISTRICT of all further obligation or claims on this account. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by both parties.

16. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which DISTRICT or CITY may be merged.

17. **CONTRACT APPROVAL:** This Agreement is subject to the approval of the Board of Directors of DISTRICT. Execution of this Agreement by the Board shall evidence said approval.

18. **AGENCY DISCLOSURE:** DISTRICT acknowledges that the General Services Department of the DISTRICT is the agent for the DISTRICT exclusively, and is neither the agent for the CITY nor a dual agent in this transaction.

19. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

20. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LICENSEE to its terms and conditions or to carry out duties contemplated herein.


22. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed an original; and all such counterparts or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

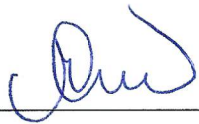
Project: Transfer of Flood Control Real Property at North Preisker Lane in Santa Maria to the City of Santa Maria  
APN: 090-341-051  
Folio No.: 003953

IN WITNESS WHEREOF, DISTRICT and CITY have signed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by DISTRICT.

“CITY”  
CITY OF SANTA MARIA

ATTEST:  
RHONDA M. WHITE  
CHIEF DEPUTY CITY CLERK

By:   
Alice M. Patino  
Mayor of the City of Santa Maria

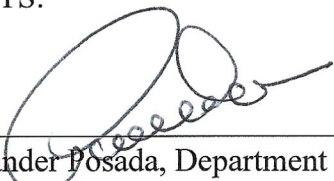
BY:  1/22/2021 DATE

APPROVED AS TO FORM:  
THOMAS T. WATSON  
CITY ATTORNEY



BY: 

CONTENTS:

BY:   
Alexander Posada, Department Head

BY:   
Jason Stilwell, City Manager

DISTRICT SIGNATURES TO FOLLOW

Project: Transfer of Flood Control Real Property at North Preisker Lane in Santa Maria to the City of Santa Maria  
APN: 090-341-051  
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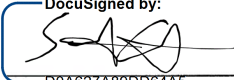
SANTA BARBARA COUNTY  
FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD  
Ex Officio Clerk of the Santa Barbara County  
Flood Control and Water Conservation District

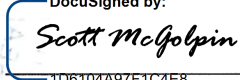
\_\_\_\_\_  
BOB NELSON, CHAIR  
BOARD OF DIRECTORS

By: \_\_\_\_\_  
Deputy

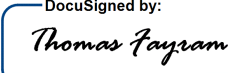
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
D0A627A89DD64A5...  
Scott Greenwood  
Deputy County Counsel

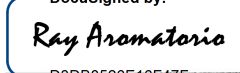
APPROVED:

By:   
\_\_\_\_\_  
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Scott D. McGolpin, Director  
Public Works Department

APPROVED:

By:   
\_\_\_\_\_  
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Thomas D. Fayram, Assistant Director  
Public Works/Flood Control and Water  
Conservation District

APPROVED:

By:   
\_\_\_\_\_  
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Ray Aromatorio, ARM, AIC  
Risk Manager

APPROVED:

By:   
\_\_\_\_\_  
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Carlo Achdjian  
Real Estate Services Manager

EXHIBIT "A"

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

JAMES P. ERB TAX COLLECTOR

Send Tax Statements To: Santa Barbara County Flood Control and Water Conservation District 139 E. Victoria St., Ste 200 Santa Barbara, CA 93101

2017023238

Tommy Gong San Luis Obispo - County Clerk-Recorder 05/30/2017 11:32 AM

Recorded at the request of: TAX COLLECTOR ACCOUNTS REC

Titles: 1 Pages: 2

Fees: \$17.00 Taxes: \$0.55 Total: \$17.55



Doc. Tran. Tax - computed on full value of property conveyed \$ 0.55

James P Erb Signature of Declarant

TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for Fiscal Year and for nonpayment were duly declared to be in default.

2002/03

A7315

Default Number

This deed, between the Tax Collector of San Luis Obispo County ("SELLER") and Santa Barbara County Flood Control and Water Conservation District ("PURCHASER"), conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, the real property described herein which the SELLER sold to the PURCHASER at Sealed Bid on May 18, 2017 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of \$500.00.

No taxing agency objected to the sale.

In accordance with law, the SELLER hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to JOHNSON PROPERTIES A CA GEN PTP described as follows:

090,341,051

Assessor's Parcel Number

See Attachment A.

Executed on May 30, 2017

By James P Erb Tax Collector

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California San Luis Obispo County

TAREY JO BLANDFORD

On May 30, 2017, before me, TAREY JO BLANDFORD, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared James P. Erb, CPA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

Tommy Gong County Clerk - Recorder



By Tarey J Blandford Deputy Clerk - Recorder



## ATTACHMENT A

ASSESSMENT NO. 090,341,051

The following described real property in the County of San Luis Obispo, State of California:

That portion of Lot 1 of the Southwest Quarter of the Southwest Quarter of Section 35, Township 11 North, Range 34 West, San Bernardino Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat of the survey of said lands filed in the general land office by the surveyor general, bound on the north by the southerly levee line of the land taken by the County of Santa Barbara County Flood Control and Water Conservation District by Order recorded in Book 1265 at page 441 of Official Records; and bounded on the east by the westerly line of the new Highway 101, as taken by Final Decree recorded in Book 1070 at page 372 and in book 1080 at page 150 of Official Records; and bounded on the west by the easterly line of the old Highway 101, according to the deed recorded in Book 184 at page 226 of Official Records; and bounded southerly by property owned by the Filipino Community of Santa Maria Valley and Vicinity, Inc., consisting of approximately ten acres and more specifically described as follows:

Those portion of Lots 1 and 2 and the Southwest Quarter of the Southwest Quarter of Section 35, Township 11 North, Range 34 West, San Bernardino Meridian, in the counties of San Luis Obispo and Santa Barbara, State of California, according to the official plat thereof, filed in the District Land Office May 1, 1884.

EXCEPTING therefrom those portions lying easterly of the westerly line of the tract of land described as Parcel Two in Final Order Condemnation entered June 21, 1960 in action entitled "The People of the State of California, etc., plaintiff, vs. Theodore Holcomb, et al., defendants" Santa Barbara County Superior Court, Case No. 57258, a certified copy of said final judgement being recorded June 21, 1960 in Book 1080 at page 150 of Official Records of San Luis Obispo County.

ALSO EXCEPTING therefrom those portions lying northerly of the southerly line of the tract of land described as Parcels No. 200, 200.1 and 200.2 in Final Order of Condemnation in an action entitled "County of Santa Barbara, etc., plaintiff, vs. Phoebe J. Davis, et al., defendants."

ALSO EXCEPTING therefrom the southerly three acres specifically described as follows:

Beginning at the 2" brass capped monument stamped L.S. 2793 set at the corner common to Sections 34, 35, 3 and 2 as shown on Record of Survey filed in Book 80 at page 54 in the Office of the County Recorder of said county and state; thence northerly along the easterly line North Broadway, 159.00 feet, more or less, to a point; thence easterly 808.00 feet, more or less to a point in the west line of State Highway 101; thence southeasterly along the westerly line of said highway, 161.50 feet, more or less, to a point in the southerly line of Section 35; thence westerly along said line, 835.82 feet to the true point of beginning.

ALSO EXCEPTING therefrom any portion of said land lying south of the San Luis Obispo/Santa Barbara county line.

Together with any covenants, easements, rights-of-way or other interests appurtenant thereto and subject to any easements, rights-of-way, mineral or water rights, reservations, covenants, conditions or restrictions or other interests of record that may burden said property as provided in Revenue and Taxation Code section 3712.

END OF DOCUMENT

**EXHIBIT "B"**  
**QUITCLAIM DEED**

Recording requested by:  
**COUNTY OF SANTA BARBARA**

and when recorded mail to:  
COUNTY OF SANTA BARBARA  
General Services Department  
Real Estate Services Division  
1105 Santa Barbara St., 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

**COUNTY OF SANTA BARBARA**  
**OFFICIAL BUSINESS**

No Fee Pursuant to  
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
APN: 090-341-051

**QUITCLAIM DEED**

The SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,  
a dependent special district of the County of Santa Barbara, as GRANTOR,

FOR A VALUABLE CONSIDERATION, DOES HEREBY REMISE, RELEASE, AND FOREVER  
QUITCLAIM to THE CITY OF SANA MARIA, a municipal corporation of the State of California, any  
and all right, title and interest, including any and all mineral, subsurface, and access rights, in that real  
property in the County of San Luis Obispo, State of California, legally described in Exhibit "A", attached  
hereto and incorporated by reference herein.

GRANTOR does hereby quitclaim the subject property on an "AS IS WITH ALL FAULTS" basis including  
without limitations: its physical condition, including the structural elements of any improvements; its  
geology; the development potential of the property and its use, habitability, merchantability, or fitness for  
a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of  
hazardous or toxic materials, substances, or wastes on, under or about the property or neighboring  
properties.

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**EXHIBIT "B" Continued**

**IN WITNESS WHEREOF**, SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, has executed this Quitclaim Deed on the \_\_\_\_ day of \_\_\_\_\_, 2021.

SANTA BARBARA COUNTY  
FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of Directors

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Scott Greenwood  
Deputy County Counsel

**EXHIBIT "B" Continued**

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SANTA BARBARA        )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
*(insert name and title of officer)*

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: \_\_\_\_\_ (Seal)

Name and Title: \_\_\_\_\_

**EXHIBIT "B" Continued**

**EXHIBIT "A"**

ASSESSMENT NO. 090,341,051

The following described real property in the County of San Luis Obispo, State of California:

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EXCEPTING therefrom those portions lying easterly of the westerly line of the tract of land described as Parcel Two in Final Order Condemnation entered June 21, 1960 in action entitled "The People of the State of California, etc., plaintiff, vs. Theodore Holcomb, et al., defendants" Santa Barbara County Superior Court, Case No. 57258, a certified copy of said final judgement being recorded June 21, 1960 in Book 1080 at page 150 of Official Records of San Luis Obispo County.

ALSO EXCEPTING therefrom those portions lying northerly of the southerly line of the tract of land described as Parcels No. 200, 200.1 and 200.2 in Final Order of Condemnation in an action entitled "County of Santa Barbara, etc., plaintiff, vs. Phoebe J. Davis, et al., defendants."

ALSO EXCEPTING therefrom the southerly three acres specifically described as follows:

Beginning at the 2" brass capped monument stamped L.S. 2793 set at the corner common to Sections 34, 35, 3 and 2 as shown on Record of Survey filed in Book 80 at page 54 in the Office of the County Recorder of said county and state; thence northerly along the easterly line North Broadway, 159.00 feet, more or less, to a point; thence easterly 808.00 feet, more or less to a point in the west line of State Highway 101; thence southeasterly along the westerly line of said highway, 161.50 feet, more or less, to a point in the southerly line of Section 35; thence westerly along said line, 835.82 feet to the true point of beginning.

ALSO EXCEPTING therefrom any portion of said land lying south of the San Luis Obispo/Santa Barbara county line.

Together with any covenants, easements, rights-of-way or other interests appurtenant thereto and subject to any easements, rights-of-way, mineral or water rights, reservations, covenants, conditions or restrictions or other interests of record that may burden said property as provided in Revenue and Taxation Code section 3712.

**EXHIBIT "B" Continued**

**CERTIFICATE OF ACCEPTANCE**  
 California Government Code Section 27281

This is to certify that the interest in real property conveyed by the **Quitclaim Deed** dated \_\_\_\_\_, 2021, from the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, as GRANTOR, to the CITY OF SANTA MARIA, a political subdivision of the State of California, as GRANTEE, is hereby accepted by the undersigned City Clerk on behalf of the City of Santa Maria pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the Santa Maria City Council adopted on \_\_\_\_\_, and the City of Santa Maria consents to the recordation thereof by its duly authorized officer.

DATED: CITY OF SANTA MARIA

\_\_\_\_\_ By: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
 COUNTY OF SANTA BARBARA )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
*(insert name and title of officer)*

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 signature(s) on the instrument the person(s), or the 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: \_\_\_\_\_ (Seal)  
 Name and Title: \_\_\_\_\_