

**PARK PROPERTY TRANSFER AGREEMENT BY AND BETWEEN
COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
AND
THE CITY OF DAVIS, A CALIFORNIA MUNICIPAL CORPORATION**

County of Yolo, State of California (“County”), a political subdivision of the State of California, and the City of Davis, A California Municipal Corporation (“City”) hereby enter into this Park Property Transfer Agreement (“Agreement”) as of the ___ day of _____, 2024, pursuant to Government Code Section [_____] for the following purposes with reference to the following facts:

RECITALS:

- A. City is the owner in fee of Lot 277 of Oakshade Unit No. 12, Subdivision No. 4141 as said plat is filed for record in the Office of County Recorder of Yolo County in Map Book 19 at Pages 4-8 and identified as Yolo County Assessor Parcel Number (APN) 069-460-055 ("Library Property"), being more particularly described in Exhibit A hereto and depicted in Exhibit B hereto, said exhibits attached and incorporated herein.
- B. County is taking the Library Property, subject to the terms and conditions contained in this Agreement, and the Grant Deed attached and incorporated herein as Exhibit C. A separate Reciprocal Easement Agreement granting easements over the Library Property and adjacent property between the County and City is entered into concurrently herewith.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and subject to the terms, covenants and conditions herein set forth, City and County do hereby agree as follows:

- 1. Title. County agrees that the Library Property is being transferred without any warranty whatsoever regarding the condition of title to the Library Property. County accepts all matters of record and agrees that City will not provide a policy of title insurance and makes no representations or warranties as to condition of title. City recommends that County retain, at County’s sole cost and expense, a licensed title company to issue a policy of title insurance.
- 2. Consideration. Both County and City mutually agree that consideration given by County for City granting an interest in the Library Property is the payment of \$1.00 dollar by County to City.
- 3. Condition of Property. County acknowledges that County is acquiring the Library Property “as is,” solely in reliance on County’s own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by City or City’s agents. Any information given or disclosure made to County by City or City’s agents concerning the Library Property shall not constitute a representation or warranty made by City. County has been given a full opportunity to inspect the Library Property prior to execution of this

Agreement. County shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Library Property. County acknowledges it has knowledge of applicable governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Library Property and County agrees to accept the Library Property in said condition.

4. Costs. All costs and expenses, excluding City's expenses to prepare, negotiate, execute and implement this Agreement, related to the transaction contemplated by this Agreement shall be paid by County, including the costs for surveying and preparing a legal description and map of the Library Property, setting any monuments, receiving title reports, and obtaining a title insurance policy.
5. Conveyance. City shall convey the Library Property to County by grant deed (the "Deed"), subject to the obligation that the Library Property is being conveyed to the County operate and maintain a public library only. As provided in the Grant Deed (Exhibit C), the Library Property shall revert to the City if it is not used by the County for public library purposes.
6. Recording. Upon execution of this Agreement, County shall promptly provide City with County's certificate or resolution of acceptance pursuant to Government Code Section 27281 and City shall then cause the Deed to be recorded in the official records of the Yolo County Recorder. County hereby represents to City that the Deed attached hereto as Exhibit C is sufficient to convey County's interest in the Library Property described thereon.
7. Delivery of Deed. City shall transmit to County a copy of the Deed stamped by the Recorder, the original of which shall be mailed to County by the Recorder at the address for notice to County pursuant to Section 10 hereof.
8. Brokerage Commission. County and City hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.
9. Assignment. County shall not assign or attempt to assign this Agreement or any rights hereunder, to any person or entity without City's prior written consent. Any such assignment or purported assignment without City's prior written consent shall be null and void, and of no force and effect whatsoever.
10. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail to the following address:

To City: City of Davis
Community Development & Sustainability
23 Russell Boulevard
Davis, CA 95616
Attention: City Manager

To County: County of Yolo
Office of the County Counsel
625 Court Street, Room 201
Woodland, CA 95695
Attention: County Administrator

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the same manner detailed in this paragraph.

11. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced. Notwithstanding the above, in the event the portion of the Agreement declared to be invalid, illegal or unenforceable substantially affects the benefit of the bargain derived by either party as a result of entering into this Agreement, then the parties shall cooperate to rewrite such portion of the Agreement so as to comply with existing law and to preserve the original intent of the portion(s) of the Agreement deemed unenforceable; provided that any rewritten provision must be agreed upon by both parties.
12. Binding on Successors. Subject to the limitations set forth herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
13. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.
14. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
15. No Presumption Against Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding same. Because of the nature of such negotiations and

discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, base upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

16. Hold Harmless and Indemnification. The County agrees not to assert or assign any claims it may have against City or its Special Districts, elected and appointed officers, employees, and agents with respect to liabilities, expenses (including without limitation defense costs and legal fees), and damages of any nature whatsoever, related to the Library Property arising out of events or conditions first occurring during or prior to City's period of ownership of the Library Property. County shall also indemnify, defend and hold harmless City, its Special Districts, elected and appointed officials, officers, employees, and agents from and against any and all liability, loss, costs and expenses (including attorney and expert witness fees), arising from any failure by County to comply with the California Environmental Quality Act in connection with this Agreement. County agrees not to assert or assign any claims against City or its elected and appointed officers, employees and agents with respect to liabilities, expenses (including without limitation defense costs and legal fees) and damages of any nature whatsoever related to the Library Property that may have arisen prior to the date hereof.
17. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both City and County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first written above.

ATTEST:

Julie Dachtler, Senior Deputy
Yolo County Board of Supervisors

COUNTY OF YOLO

A POLITICAL SUBDIVISION OF THE
STATE OF CALIFORNIA

By: _____
Deputy (Seal)

By: _____
Dirk Brazil, Interim County Administrator

APPROVED AS TO FORM:

Philip J. Pogledich, County Counsel

By: _____
Kimberly Hood
Chief Asst. County Counsel

ATTEST:

CITY OF DAVIS
A CALIFORNIA MUNICIPAL
CORPORATION

□

By: _____
Deputy

By: _____
□

APPROVED AS TO FORM:

□

By: _____
□