File R/W: Oceano Drainage Improvement Project
Parcel No. 062-118-002; Project Parcel 2014-15
Owner: Pismo-Oceano Vegetable Exchange

# REAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between Pismo-Oceano Vegetable Exchange, a California corporation, hereinafter referred to as "GRANTOR" and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

In consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed as follows:

I. An instrument in the form of an Easement Deed (hereinafter "Deed") covering the property described in the attached Exhibit "A" (hereinafter, the "Subject Property") has been executed by GRANTOR concurrently with this Agreement and delivered to COUNTY representatives. Said Deed shall be recorded only in accordance with the terms and conditions of this Agreement.

II. The parties have herein set forth the whole of their agreement in conjunction with the execution, delivery, and recording of the Deed. The performance of this Agreement constitutes the entire consideration for the Deed and shall relieve the COUNTY of all further obligation or claims relating to any uses, activities, improvements or work within the scope of the Deed. The parties agree that the uses, activities, improvements and work contemplated by those engineering plans entitled "Oceano Drainage Improvement Project, WBS No. 300465" (Project), on file in the COUNTY's Public Works Department, are within the scope of the Deed, including, but not limited to, the location, grade and construction of the improvements referenced in said plans, and the loss, removal, replacement and/or relocation of any improvements or landscaping contemplated by said plans.

III. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted as diminishing or limiting in any way the nature, scope or extent of the COUNTY's property rights described in the Deed. The COUNTY reserves the right to fully exercise its rights under the Deed, and reserves the right to change its improvement plans at any time, subject to the specific terms herein.

IV. COUNTY RIGHTS AND OBLIGATIONS

A. PAYMENT – The COUNTY shall pay to the order of the GRANTOR the sum of **TEN THOUSAND TWO HUNDRED DOLLARS ($10,200)**. Said sum shall be paid upon the close of escrow, which shall occur when the referenced Deed is conveyed to the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded or unrecorded), and all taxes, except:

(1) Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time agreement is entered.

(2) Recorded easements or rights of way over said land for public right of way or public utility purposes, if any.

(3) Other items as may be approved by COUNTY in writing prior to the close of escrow.

B. RECORDATION OF INSTRUMENT – The COUNTY shall accept the Deed herein referenced and cause the same to be recorded in the office of the San Luis Obispo County Recorder at such time as when title acceptable to COUNTY can be conveyed.

C. MISCELLANEOUS COSTS – The COUNTY shall pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES – The COUNTY shall have the authority to deduct and pay from the amount shown in Paragraph IV.A above, any amount

necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this Agreement.

E. TEMPORARY CONSTRUCTION EASEMENTS (TCE) - In addition to the permanent easement conveyed to the County by the separate Easement Deed executed by the GRANTOR, the GRANTOR also grants the COUNTY the following TEMPORARY CONSTRUCTION EASEMENTS (TCE):

Permission is hereby granted by GRANTOR to COUNTY or its contractor to enter upon GRANTOR'S land where necessary within the certain areas depicted on EXHIBIT B attached hereto and further marked TCE 'A' and TCE 'B', for the purpose of construction and construction support activities related to the Project as described herein including, but not limited to the stockpiling of materials, soil, and equipment. Said TCEs shall both commence upon thirty (30) days written notice from COUNTY of project construction on the Subject Property and shall both terminate upon completion of the construction operations, as further described herein, on the Subject Property or after six (6) months from the hereinabove described date of commencement, whichever shall occur first. The amount shown in clause 2.a. herein includes, but is not limited to, full payment for said Temporary Construction Easement(s), including severance damages, if any. In no event shall the TCEs extend beyond December 31, 2018 without the GRANTOR's written consent. Upon completion of Project construction, the TCE areas shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

F. IMPROVEMENT REMOVAL - It is understood and agreed between the parties hereto that payment shown in Paragraph IV.A. above includes payment to GRANTOR for the COUNTY's right to remove and dispose of the following certain improvements located within or adjacent to the Subject Property. Said improvements consist of: a concrete block trash dumpster enclosure located approximately 14' right of Engineer's Station +/- 12+48; and a +/- 30' long wooden vehicle barrier located parallel to and +/- 3' southwesterly of GRANTOR'S northeasterly property fence from +/- 7' right of Engineer's Station +/- 12+46 to +/- 23' left of Engineer's Station +/- 12+51. The COUNTY or its contractor are hereby granted the right to enter upon the remaining property of the GRANTOR, as needed, for the purpose of removing said improvements.

V. GRANTOR RIGHTS AND OBLIGATIONS:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST – GRANTOR agrees that any and all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, encumbering the subject property and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall upon demand(s) by said mortgagee(s) or beneficiary(s) entitled thereunder, be made payable to the mortgagee(s) or beneficiary(s); said mortgagee or beneficiary to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage or deed of trust.

B. THIRD PARTY CLAIM INDEMNIFICATION – GRANTOR warrants that GRANTOR owns the Subject Property in fee simple (subject to those encumbrances shown on the Preliminary Title Report referenced in Section VI. A. (1), (d),(ii) below), that GRANTOR has the exclusive right to grant the property rights and interests described in the Deed, and that there are no oral or written leases, licenses or other third party claims on all or any portion of the Subject Property exceeding a period of one month that would affect the COUNTY's full rights of title, or exclusive ownership of, the property rights and interests described in the Deed. GRANTOR covenants and agrees to indemnify, defend and hold harmless the COUNTY and its officers and employees, from and against any and all claims, damages, expenses, losses and costs (hereinafter collectively "Costs") whatsoever arising out of, or in any way related to any such third party claims.

C. HAZARDOUS WASTE – The GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the properties covered by the Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely

hazardous waste, or hazardous substance on, beneath, or within these areas, GRANTOR shall immediately so advise the COUNTY.

D. WARRANTY OF TITLE – GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the subject property to fully convey to the COUNTY all of the property rights and interests described in the Deed (subject to those encumbrances shown on the Preliminary Title Report referenced in Section VI. A. (1), (d),(ii) below), and (2) that GRANTOR'S title in the subject property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to the close of escrow.

E. RECONSTRUCTION WORK – At no expense to GRANTOR and at the time of COUNTY's construction, or any future reconstruction of COUNTY drainage facilities, COUNTY or its independent contractor shall reconstruct pavement surfacing in-kind, as needed, within Subject Property. Permission is hereby granted by GRANTOR to COUNTY to enter GRANTOR's adjacent property where necessary during said reconstruction work. GRANTOR understands and agrees that after completion of said reconstruction work, or any such future reconstruction work, said paving will be considered as GRANTOR's sole property and GRANTOR will be responsible for its maintenance and repair.

F. COUNTY PERFORMED WORK – All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by or on behalf of COUNTY, shall be left in as good condition as found.

VI. GENERAL TERMS AND CONDITIONS:

A. ESCROW – The COUNTY shall open an escrow in accordance with this Agreement at an escrow company of COUNTY'S choice. This Agreement constitutes the joint escrow instructions of COUNTY and GRANTOR, and the escrow company to whom these instructions are delivered, hereinafter referred to as the "Escrow Agent," is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an Escrow Agent is utilized, as soon as possible after opening of escrow, COUNTY will deposit the executed Deed by GRANTOR, with Certificate of Acceptance attached, with Escrow Agent on GRANTOR'S behalf. COUNTY agrees to deposit the purchase price upon demand of Escrow Agent. COUNTY and GRANTOR agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by GRANTOR, prior to opening of this escrow, shall not be pro-rated between COUNTY and GRANTOR, but GRANTOR shall have the sole right after close of escrow, to apply to the Tax Collector of said COUNTY for any refund of such taxes which may be due GRANTOR for the period after COUNTY'S acquisition.

(1) ESCROW AGENT DIRECTIVES – Escrow Agent is authorized to, and shall:

(a) Pay (and charge GRANTOR) for any unpaid delinquent taxes and/or any penalties and interest thereon and for any delinquent assessments or bonds against that portion of GRANTOR'S real property subject to this transaction.

(b) Pay (and charge COUNTY) for any escrow fees, charges and costs payable under Paragraph IV.C. of this Agreement.

(c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by COUNTY and GRANTOR.

(d) Following recording of Deed from GRANTOR, provide COUNTY with a CLTA Standard Coverage Policy of Title Insurance in the amount indicated in Section IV.A. above issued by First American Title Company showing that title to the real property interests described in

the Deed is vested in COUNTY, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

(i) Real Property Taxes for the fiscal year in which escrow closes.

(ii) Items No. 17 through 25 and 28 through 37 of the preliminary title report issued by First American Title Company, dated July 2, 2014, referenced as File No. 4001-4664177.

Notwithstanding the foregoing, in no event shall the Deed be subject to, encumbered by, or take exception to any mortgage(s), deed(s) of trust, or any other monetary encumbrance other than non-delinquent property taxes and assessments.

(2) CLOSE OF ESCROW – Regardless of whether or not the COUNTY chooses to use an independent escrow agent to complete this transaction, the term "close of escrow", shall mean the date the necessary instruments of conveyance are recorded in the office of the County Recorder in accordance with this agreement. Recordation of instruments delivered through this escrow is hereby authorized. The parties agree that close of escrow should occur within 90 days of the COUNTY'S execution of this Agreement and that this is a reasonable period of time for the close of escrow. In the event escrow does not close within said time period, GRANTOR and the COUNTY's Director of Public Works (or his designee) may agree in writing to an extension of this time.

B. DEFAULT BY GRANTOR – In the event GRANTOR breaches this Agreement and does not convey to the COUNTY the property interests described in the referenced Deed pursuant to the terms of this Agreement within a reasonable time, the COUNTY may file an action in eminent domain to pursue the acquisition of the real property interests described in the referenced Deed. In the event the COUNTY does file such an eminent domain action, this Agreement shall constitute a legally binding admission by GRANTOR and GRANTOR'S successors and assigns of the following matters:

(1) the date of valuation of the Subject Property shall be the date the COUNTY signed this Agreement; and

(2) that the sum indicated in Section IV. A. above constitutes the total amount of compensation and damages for the taking of the property interests described in the Deed, including all of the items listed in Section 1260.230 of the Code of Civil Procedure.

Notwithstanding the foregoing, nothing in this Agreement shall affect any other rights the COUNTY may have as a result of GRANTOR'S inability or failure to convey the referenced Deed pursuant to the terms of this Agreement within a reasonable time, including, but not limited to, any rights the COUNTY may have to seek specific performance and/or damages.

C. ARTICLE HEADINGS – Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING – This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns. In the event the GRANTOR does convey the referenced Deed to the COUNTY pursuant to the terms of this Agreement, the consideration set forth in this Agreement constitutes the entire consideration for the Deed and this Agreement, including all applicable compensation and damages related to the categories listed in Section 1260.230 of the Code of Civil Procedure.

E. COUNTY APPROVAL – This Agreement is subject to and conditioned upon approval and ratification by the County of San Luis Obispo. This Agreement is not binding upon the COUNTY until executed by the appropriate COUNTY official(s) acting in their authorized capacity.

F. COUNTERPARTS – This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same document.

G. INTERPRETATION – Neither party shall be deemed the party which prepared this agreement within the meaning of California Civil Code section 1654. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**

GRANTOR: Pismo-Oceano Vegetable Exchange, a California corporation

By: _____ Date: May 23, 2016
Name: DANIEL SUTTON
Title: GENERAL MANAGER

GRANTOR'S MAILING ADDRESS: P.O. Box 368, Oceano, CA 93475

COUNTY OF SAN LUIS OBISPO:

Dated: _____

By _____
Name: LYNN COMPTON
Title: Chairperson, Board of Supervisors

MAILING ADDRESS OF COUNTY:
County of San Luis Obispo
Public Works Department, Room 207
County Government Center
San Luis Obispo, CA 93408

ATTEST:

By _____
County Clerk

RECOMMENDED FOR APPROVAL:
Department of Public Works

WADE HORTON
Public Works Director

By _____
Phil Acosta
Right of Way Agent

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA NEAL
County Counsel

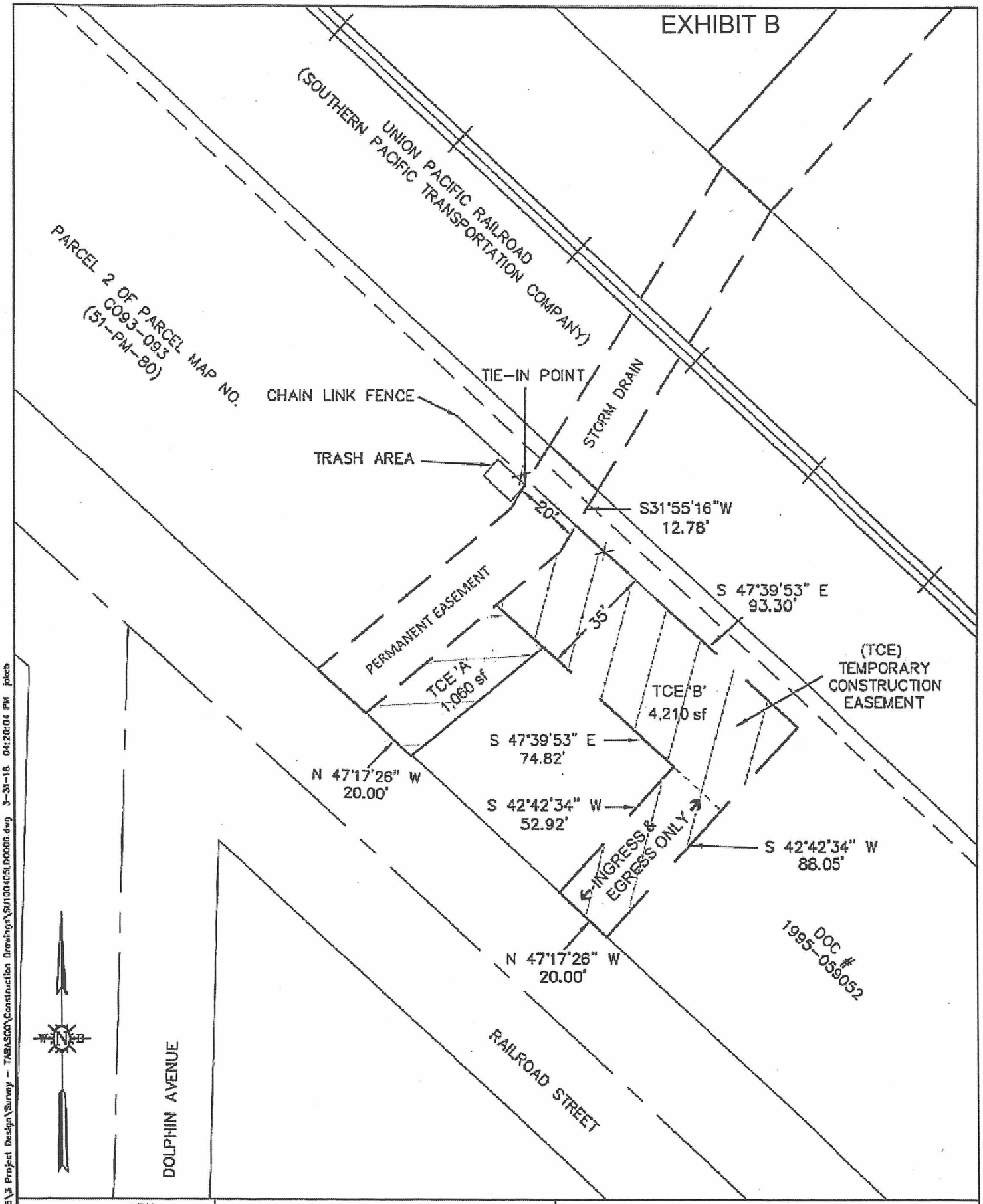
By _____
Deputy County Counsel

# EXHIBIT "A"

PARCEL 2 OF PARCEL MAP NO. CO-93-093, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 51, PAGES 80 ~~THROUGH~~ _____, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

REC:am968
RELA 3485 (V-67/S-6 PORTION OF NO. 3)
December 1, 1995

# EXHIBIT B

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1 INCH = 40 FEET

TEMPORARY CONSTRUCTION EASEMENT (TCE)
A PORTION OF PARCEL 2 OF CO 93-093
TOWN OF OCEANO, COUNTY OF SAN LUIS OBISPO, CALIFORNIA

| DRAWN BY | CHECKED BY | SCALE | DATE |
|---|---|---|---|
| BVS | DSH | 1" = 40' | 03/31/16 |



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