

**AGREEMENT FOR TRANSFER OF REAL PROPERTY INTERESTS  
FORESTHILL FIRE PROTECTION DISTRICT  
ADMINISTRATION BUILDING PROPERTY**

This AGREEMENT FOR TRANSFER OF REAL PROPERTY INTERESTS (“Agreement”) dated of \_\_\_\_\_ by and between the County of Placer, a political subdivision of the State of California (“County”), and Foresthill Fire Protection District, a \_\_\_\_\_ (“District”). County and District are sometimes hereinafter each singularly referred to as "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the County received by Grant Deed (“Deed”) recorded on October 2, 1975, Document No. 25705, Book 1672 Page 246, Official Records of Placer County, attached on Exhibit A, the property located at 24320 Main Street, Foresthill, CA 95631, APN 007-102-014-000 as depicted on Exhibit B (“Subject Property”); and

WHEREAS, the Placer County Board of Supervisors accepted the Deed by Resolution 75-491 on September 30, 1975 as shown on Exhibit A; and

WHEREAS, the County has determined that the original purpose of the Subject Property was for the Foresthill Safety Club; and

WHEREAS, the Foresthill Safety Club merged to become a part of the Foresthill Fire Protective District in 2004, and the Subject Property is being controlled and maintained by the Foresthill Fire Protection District; and

WHEREAS, the County wishes to release its interest therein by quitclaim deed to the Foresthill Fire Protection District; and

WHEREAS, the District agrees to accept a quitclaim of the County’s interest in the Subject Property on the terms and conditions stated herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Quitclaim; No Cash Consideration.** Within thirty (30) days of the Effective Date of this Agreement, County will deliver to District a quitclaim deed in substantially the same form as attached Exhibit C (“Quitclaim Deed”). No cash consideration shall be paid to County for delivery of the Quitclaim Deed. The District agrees the terms and conditions herein shall be valid and binding consideration for the County’s quitclaim of the Subject Property. It is the intention of the County and District that the Subject Property continues to be used for the public purpose to support the community for a period of at least thirty (30) years from the date of executing this Agreement.

**2. Cash Consideration at Sale.** The Parties agree the established land value of the Subject Property for the year 2020 is Seventy Thousand and no/00 dollars (\$70,000.00) (“Established Land

Value”). If within thirty (30) years from the date of executing this Agreement, the District sells the Subject Property to a private entity and/or for a non-public use, the District agrees to pay the County amount of the Established Land Value from the proceeds of the sale. Funds from the sale are to be held in an escrow account and distributed to the County at the closing of escrow. District shall be solely responsible for any repairs and/or costs associated with the potential sale of the Subject Property.

**3. Recordation.** Within thirty (30) days of receipt of the Quitclaim Deed, District shall record the Quitclaim Deed in the Official Records of Placer County. District shall deliver a copy of the recorded Quitclaim Deed to the County within sixty (60) days of recordation. Failure to record the Quitclaim Deed within the above-referenced thirty (30) day period shall render the Quitclaim Deed null and void and with no further force or effect.

**4. As-Is Conveyance.** District agrees to and shall accept the Subject Property in its “as-is” condition. District agrees and acknowledges that District has been provided an opportunity to inspect the Subject Property and has either done so to District’s satisfaction or has knowingly declined the opportunity. County makes no warranties or representations regarding the quality or suitability of the Subject Property or any specific use. County makes no warranties or representations regarding the parcel and/or zoning status or suitability of the Subject Property for any specific purpose or use. Following the delivery of the Quitclaim Deed, District shall be solely responsible for any repairs and/or costs associated with the Subject Property, including, without limitation, any expenses related to obtaining a certificate of compliance or other land use determination(s).

**5. No Tax Advice; District’s Responsibility.** District agrees and acknowledges that the County makes no warranties or representations, and provides no advice, regarding the taxation consequences, if any, of the use of the Subject Property, this Agreement, and/or the quitclaim of the Subject Property to District. From and after the date of recordation of the Quitclaim Deed, District shall be solely responsible for any and all taxes, assessments, or other charges that may be associated with the Subject Property and/or the quitclaim thereof.

**6. Release and Indemnity.**

A.) District waives and releases the County, its officers, agents, representatives, and employees, from all claims and liability. In connection with the foregoing release, District expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

B.) From and after the date of recording of the Quitclaim Deed, District shall save, keep, hold harmless, defend, and indemnify Placer County from all damages, costs, or expenses in law or equity that may at any time arise out of this Agreement. The quitclaim provided for herein, and District’s use and/or ownership of the Subject Property. The claims covered by this Section 6 (B) specifically

include, without limitation, claims by others claiming rights under the Deed or otherwise. As used above, the term Placer County means the County of Placer, its officers, agents, employees, and volunteers.

**7. Notices.** Any notices given under this Agreement shall be in writing and shall be delivered. in person, or by certified mail, postage prepaid, and return receipt requested. Such notices shall be addressed as follows:

**County:**

Placer County Facilities Management

Attn: Property Manager

Real Estate Services Division

Physical Address:

2855 2<sup>nd</sup> Street

Auburn CA 95603

Telephone: (530) 886-4900

Mailing Address:

11476 C Avenue

Auburn, CA 95603

Facsimile: (530) 889-6857

Emergency Telephone: (530) 308-0967

E-mail Address: [FACPropMgmt@placer.ca.gov](mailto:FACPropMgmt@placer.ca.gov)

**District:**

Foresthill Fire Protection District

Attn: Chief Michael Ridley

P.O. BOX 1099

Foresthill, CA 95631

Phone: (530) 367-2465

[mridley@foresthillfire.org](mailto:mridley@foresthillfire.org)

**8. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, legal representatives, administrators, and assigns. No Party shall assign any rights or obligations under this Agreement without the prior written consent of the other Party.

**9. Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties concerning the subject matter of the Agreement. This Agreement may be amended or modified only by a written instrument signed by the County and District.

**10. Authority of Parties.** The County and District each represent and warrant to the other Party that this Agreement and all documents:

A.) are duly authorized, executed, and delivered by that Party.

B.) are legal, valid, and binding obligations of that Party.

C.) do not and will not violate any provision of any agreement or judicial order to which that Party is a party or to which that Party is subject to.

**11. Legal Representation.** District agrees and acknowledges that District has had the opportunity to review this Agreement, including all exhibits, with legal counsel of District's choosing and has either done so or has knowingly declined the chance to do so. District agrees and acknowledges that the County's attorneys associated with this transaction represent only the County and do not represent the District.

**12. Governing Law.** This Agreement shall be governed by the laws of the State of California. The venue for any action shall be Placer County, California. The District agrees and acknowledges that this Agreement is a public record subject to disclosure under California law.

*REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, the PARTIES have executed this Agreement, which shall be effective on the day and year the last PARTY signs herein.

COUNTY OF PLACER

By: \_\_\_\_\_  
Steve Newsom, Director  
Facilities Management

\_\_\_\_\_  
Date

Approved As To Form

By: \_\_\_\_\_  
County Counsel

FORESTHILL FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Michael Ridley, Fire Chief


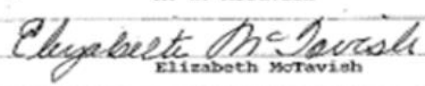

\_\_\_\_\_  
Date

**EXHIBIT LIST:**

- EXHIBIT A – Previous Grant Deed and Resolution of Acceptance
- EXHIBIT B – Subject Property Map
- EXHIBIT C – Quitclaim Deed

**EXHIBIT A**  
**Previous Grant Deed and Resolution of Acceptance**

PLACER COUNTY

<p>Order No. Escrow No. 54766-KR (3078-D) Loan No.</p> <p>WHEN RECORDED MAIL TO: The County of Placer</p>	<p>25705</p> <p>OFFICIAL RECORDS PLACER COUNTY-CALIF. RECORD REQUESTED BY FIRST AMERICAN TITLE CO. OCT 2 2 50 PM '75</p> <p>MAURINE I. DOBBAS COUNTY RECORDER FATC 25705 NO FEE REQUIRED</p> <p><small>SPACE ABOVE THIS LINE FOR RECORDER'S USE</small></p>
<p>MAIL TAX STATEMENTS TO: Above address</p>	
<p align="center"><b>GRANT DEED</b></p> <p>FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  A. W. MC TAVISH and ELIZABETH MC TAVISH, husband and wife</p> <p>hereby GRANT(S) to  THE COUNTY OF PLACER</p> <p>the real property in the City of _____  County of Placer _____, State of California, described as</p> <p>Lot Numbered 97 of the Town of Foresthill as said map is on file in the office of the Placer County Recorder.</p> <p>EXCEPTING THEREFROM that portion lying South of the boundary line in Agreement recorded May 13, 1968 in Book 1198, Page 544, Placer County Records.</p>	
<p>Dated August 26, 1975</p> <p>STATE OF CALIFORNIA  COUNTY OF <u>PLACER</u></p> <p>on <u>SEPTEMBER 8, 1975</u></p> <p>Before me, the undersigned, a Notary Public in and for said State, personally appeared  <u>A. W. McTavish and Elizabeth McTavish</u></p> <p>known to me to be the person(s) whose name(s) <u>ARE</u>  subscribed to the within instrument and acknowledged that  <u>THEY</u> executed the same.</p> <p>WITNESS my hand and official seal.</p> <p>Signature <u>M. A. Nelson</u></p>	
<p align="right">   A. W. McTavish    Elizabeth McTavish </p> <p align="center">   <small>(This area for official notarial seal)</small> </p>	
<p>MAIL TAX STATEMENTS AS DIRECTED ABOVE</p>	

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**RESOLUTION OF ACCEPTANCE**

(Government Code, Section 27281)

75-491

BE IT RESOLVED, by the Board of Supervisors of the County of Placer, State of California, that the County of Placer, acting by and through its Board of Supervisors, hereby consents to the acceptance and recordation of the attached deed wherein the County of Placer is named as grantee, and hereby accepts for public purposes the real property, or interest therein or easements thereon, therein described.

Passed and adopted as a resolution of the Board of Supervisors, County of Placer, State of California, by the following vote of the members of said Board, at a meeting of the said Board held on the 30th day of September, 19675:

AYES SUPERVISORS: Mahan, Ferreira, Lee, Henry, & Thompson

NOES SUPERVISORS: None

ABSENT SUPERVISORS: None



Chairman, Board of Supervisors of the  
County of Placer, State of California

ATTEST:

MAURINE L. DOBBAS

Clerk of said Board

By Shylla Harris  
Deputy Clerk



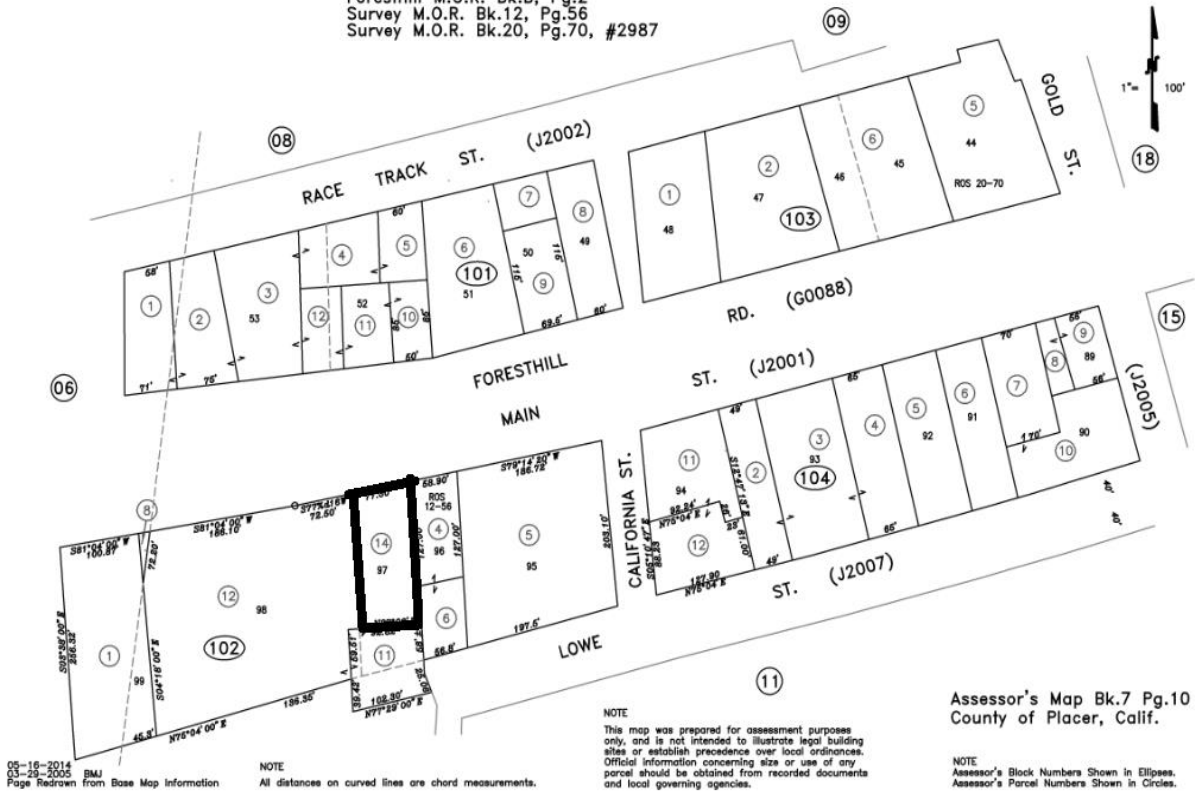
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25705

# EXHIBIT B Subject Property Map

POR. N.1/2 SEC.35 T.14N., R.10E., M.D.B.&M.  
 Foresthill M.O.R. Bk.B, Pg.2  
 Survey M.O.R. Bk.12, Pg.56  
 Survey M.O.R. Bk.20, Pg.70, #2987

7-10



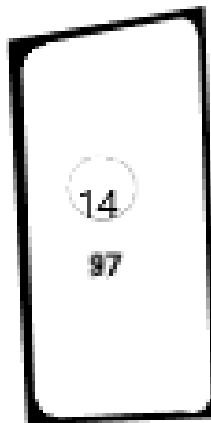
05-16-2014  
 03-29-2005 BMJ  
 Page Redrawn From Base Map Information

NOTE  
 All distances on curved lines are chord measurements.

NOTE  
 This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

Assessor's Map Bk.7 Pg.10  
 County of Placer, Calif.

NOTE  
 Assessor's Block Numbers Shown in Ellipses.  
 Assessor's Parcel Numbers Shown in Circles.





**EXHIBIT C  
QUITCLAIM DEED**

FREE RECORDING PURSUANT TO  
GOVERNMENT CODE §27383 AT THE  
REQUEST OF COUNTY OF PLACER

**WHEN RECORDED RETURN TO:**  
**With Tax Statement if applicable**  
Foresthill Fire Protection District  
P.O. BOX 1099  
Foresthill, CA 95631

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the County of Placer, a political subdivision of the State of California ("County"), RELEASES, REMISES AND QUITCLAIMS to the Foresthill Fire Protection District for public use purposes, any and all rights, title and interest the County may have in and to the real property located in the County of Placer, State of California. In the event the property is no longer used for said purpose, please refer to the obligations in the Agreement for Transfer of Real Property Interest executed on \_\_\_\_\_. APN 007-102-014-000 described in Grant Deed recorded on October 2, 1975, Document No. 25705 Book 1672 Page 246, Official Records of Placer County.

This Quitclaim Deed is subject to provisions of a certain Agreement for Transfer of Real Property Interests (Contract No.XXX) between the County and the Foresthill Fire Protection District, including but not limited to public purpose use restrictions.

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY OF PLACER,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Steve Newsom, Director  
Facilities Management