

TRANSFER AGREEMENT

This agreement (hereinafter referred to as the “Transfer Agreement”) is made on this _____ day of _____, 2021, between the Transportation Agency for Monterey County (“TAMC”) and the City of Salinas, a California Charter City and municipal corporation (“City”). TAMC and City are collectively referred to as the “Parties.”

The Parties hereby agree as follows:

1. TRANSFER

- (a) As part of the Salinas Intermodal Transportation Project, TAMC agrees to transfer and City agrees to accept pursuant to the terms and conditions set forth in this Transfer Agreement, the ten parcels of approximately 2.2 acres of real property located on West Market Street and Station Place in the City of Salinas, County of Monterey, State of California, described in **Exhibit A** and depicted in **Exhibit B**, hereinafter referred to as the “Property.”
- (b) Except as may otherwise be agreed to by the City and Caltrans, CTC, or other state governing authority with jurisdiction over this matter, City agrees that, should future transit-oriented development displace parking on the Property meant for transit users, City is committed to replacing the displaced parking in a location walkable to the Salinas Intermodal Transportation Center, consistent with the terms of the Memorandum of Understanding regarding the Salinas Intermodal Transportation Center (“MOU”), attached as **Exhibit C** and incorporated by this reference.
- (c) City agrees to take the property subject to the requirements of the California Department of Transportation (Caltrans) Master Agreement, attached as **Exhibit D** and incorporated by this reference, which governs the state funding sources used to purchase the properties in question and to construct the project improvements.
- (d) City agrees that it will be acquiring the Property by way of Quitclaim Deed, in a form attached hereto as **Exhibit E** and incorporated by this reference.
- (e) 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

TAMC shall pay all real property taxes and assessments due, if any, up to the transfer of the Property.

3. TAMC'S REPRESENTATIONS AND WARRANTIES

TAMC represents and warrants to City that on the date this Transfer Agreement is fully executed, the following conditions apply:

- (a) TAMC has the full right, power and authority to enter into this Transfer Agreement and to perform the transactions contained in it.
- (b) TAMC has indefeasible fee simple title to 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.

To Transportation Agency for Monterey County	To City
TAMC c/o Executive Director	City of Salinas c/o City Manager
55 B Plaza Circle	200 Lincoln Ave.
Salinas, California 93901	Salinas, California 93931

5. BINDING ON SUCCESSORS

This Transfer 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 Transfer Agreement. TAMC's Executive Director 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:

Transportation Agency for Monterey County

Date: _____

By: _____
Debra L. Hale, Executive Director

Approved as to Form:

By: _____
Katherine A. Hansen, TAMC Counsel

City of Salinas

Date: _____

By: _____
Steven S. Carrigan, City Manager

Approved as to Form:

By: _____
Christopher A. Callihan, City Attorney