

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT General Services		(2) MEETING DATE April 11, 2006		(3) CONTACT/PHONE Duane P. Leib (805) 781-5200		lvf	
(4) SUBJECT Request to approve a Resolution to Surplus and Sell County-Owned Real Property in the Unincorporated area of Paso Robles and to conduct a public auction.							
(5) SUMMARY OF REQUEST Approval of the attached Resolution will authorize the surplus and sale of certain real property, APN 015-143-014, located at 5845 Reindeer Place in the outskirts of Paso Robles, approximately one acre zoned Agricultural, to the highest qualified bidder in a public auction.							
(6) RECOMMENDED ACTION The Department of General Services recommends your Board approve the attached Resolution authorizing the Chairperson to conduct the auction and execute said Resolution, Quitclaim Deed, Purchase Agreement, and Budget Adjustment Request.							
(7) FUNDING SOURCE(S) 1130700000		(8) CURRENT YEAR COST \$700		(9) ANNUAL COST N/A		(10) BUDGETED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO	
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Administrative Office, County Counsel, County Planning, Ground Squirrel Hollow Community Services District							
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____							
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, All				(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A			
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Hearing (Time Est. 30) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est.)				(16) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A			
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A				(18) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A			

(19) ADMINISTRATIVE OFFICE REVIEW

Robert Schumacher

C-1
(4/11/06)



COUNTY OF SAN LUIS OBISPO

Department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P. LEIB, DIRECTOR

TO: BOARD OF SUPERVISORS

**FROM: *D. Leib*
DUANE P. LEIB, GENERAL SERVICES DIRECTOR**

DATE: APRIL 11, 2006

SUBJECT: REQUEST TO APPROVE A RESOLUTION TO SURPLUS AND SELL COUNTY-OWNED REAL PROPERTY IN THE UNINCORPORATED AREA OF PASO ROBLES AND TO CONDUCT A PUBLIC AUCTION.

RECOMMENDATION

The Department of General Services recommends your Board approve the attached Resolution authorizing the Chairperson to conduct the auction and execute said Resolution, Quitclaim Deed, Purchase Agreement, and Budget Adjustment Request.

DISCUSSION

The County of San Luis Obispo currently owns a parcel of land approximately one acre in size located At 5845 Reindeer Place in the outskirts of Paso Robles near Geneseo Road, APN 015-143-014. The property is zoned Agricultural and may be developed with a single-family residence. This parcel was acquired by the County in 1980 following property tax default. On February 28, 2006 in accordance with Government Code section 25526 et.seq., the Board of Supervisors approved the Intention to Surplus and Sell, and legal notices have been published.

This property is located on a portion of Reindeer Place where road construction to CDF standards is currently in progress. Plans for single-family residences for both of the adjacent one-acre parcels on Reindeer Place have passed review by County Planning, Building, and Public Works. On December 20, 2005, the Board of Supervisors approved an Offer to Dedicate and a PG&E easement on the subject property to facilitate construction of the road and utilities. Upon completion, the roadway will be maintained by the Ground Squirrel Hollow Community Services District.

County Planning has issued a Certificate of Compliance for the lot and has determined that this sale conforms to the General Plan in their report dated January 18, 2006. The County Environmental Coordinator has issued a Mitigated Negative Declaration dated February 23, 2006 due to the property's location in potential habitat of the San Joaquin Kit Fox. A Developer's Statement, which requires certain financial and construction measures be taken for the protection of the kit fox, is a requirement of the environmental determination and shall run perpetually with the land. The Developer's Statement has been incorporated into the attached Purchase Agreement.

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This property is being sold at fair market value at public auction in accordance with the County's Surplus and Sale policy, adopted by the Board of Supervisors in June 2000. Adjacent landowners are invited to bid and have received complete information packets regarding this auction. If, in this case, an adjacent landowner purchases this property, they will not be obligated to merge this parcel with their own.

The minimum opening bid will be \$130,000, based on an appraisal of fair market value by an independent appraiser. The Department of General Services has marketed the property through classified ads and through direct contact with realtors, developers, and adjacent landowners. No real estate commission will be offered.

Resolution #2006-069 declared that this property will be sold at public auction held during the regular meeting of the Board of Supervisors on April 11, 2006, in accordance with Government Code Section 25363. All sealed proposals that have been received shall, in public session, be opened, examined, and declared by the Board. Of the proposals submitted which conform to all terms and conditions specified in the Resolution of Intent to Surplus and Sell and which are made by responsible bidders, the proposal which is the highest shall be finally accepted, unless a higher oral bid is accepted or the Board rejects all bids. Oral bids must exceed the highest written bid by at least 5% to be considered.

OTHER AGENCY INVOLVEMENT

The County Planning Director has determined that the proposed disposition of property is in conformance with the General Plan of the County of San Luis Obispo. A Mitigated Negative Declaration, pursuant to the California Environmental Quality Act, has been filed with the County Planning Commission. The Ground Squirrel Hollow Community Services District has confirmed that the property is located within their district and that Reindeer Place will be maintained by the district upon completion. County Counsel has reviewed and approved the Resolution and Purchase Agreement as to form and legal effect. The County Administrative Office supports the surplus and sale of this property.

FINANCIAL CONSIDERATION

The cost of evaluating and marketing the property was approximately \$700 for appraisal, signage, classified ads, and mailings, and is included in the current budget. The net proceeds from this sale shall be deposited to the Department of General Services, Real Property Services 1130700000, Account #4550190 Sale of Real Property in order to meet revenue projections for the 2005-06 budget. The amount in excess of \$54,500 (no less than \$75,500) shall then be appropriated into Countywide Community Building Renovation

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Board of Supervisors
April 11, 2006
Page three

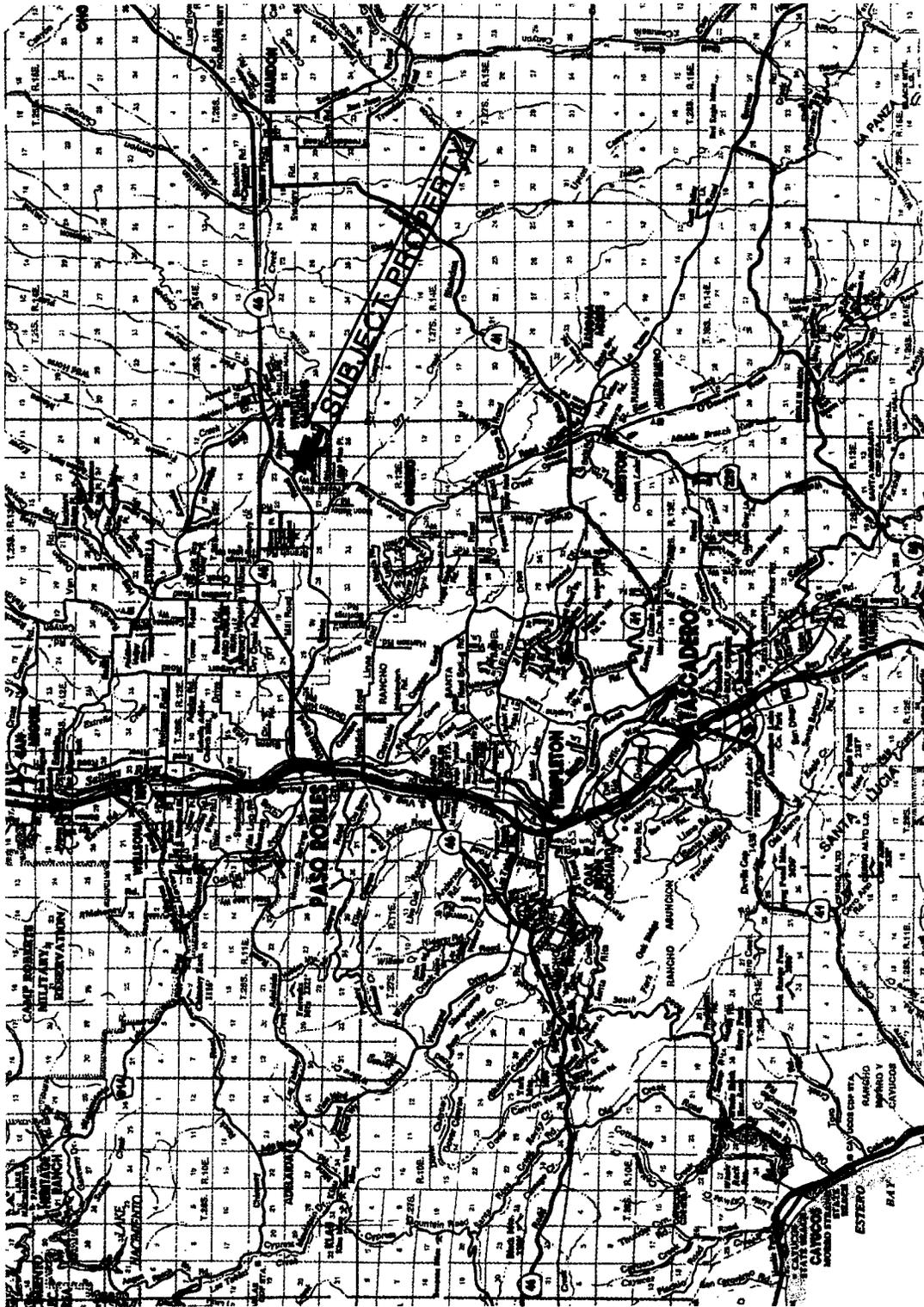
Project 300074 for ongoing renovation and maintenance projects of the County's eleven community buildings. This appropriation will increase the account's balance after having completed the Cayucos Veterans Hall remodel, a project that required a commitment of \$74,000 from this account to add to grant funding in order complete the project.

RESULTS

Approval of the attached Resolution authorizes your Board to act on the surplus and sale of certain County-owned real property located at 5485 Reindeer Place (APN 014-143-014) in the unincorporated area of Paso Robles, auctioning the property to the highest qualified bidder and authorizing the Chairperson to sign the Quitclaim Deed, Purchase Agreement, and Budget Adjustment Request which will be prepared following the auction. It also authorizes the County Real Property Manager to execute all additional documents to complete the transaction, as specified in the Purchase Agreement.

f:\bos\041106\Reindeer Sale

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VICINITY MAP

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PURCHASE AGREEMENT

THIS AGREEMENT is entered into between _____
as _____, hereinafter
referred to as "Buyer," and the County of San Luis Obispo, hereinafter referred to as "Seller," for the
purchase of the real property at 5845 Reindeer Place, Paso Robles, California (APN 015-143-014),
and hereinafter described. The amount to be paid, and other consideration to be given in full
satisfaction of this Agreement, is as follows:

PURCHASE PRICE: \$ _____ (_____
Dollars) payable in full by cashier's check.

LEGAL DESCRIPTION: The East Quarter of Lot 47 of Tract No. 3, in the County of San
Luis Obispo, State of California, according to map recorded October 30, 1931 in Book 5, Page 27 of
Maps.

1. Seller hereby agrees that the compensation herein provided to be paid includes full
compensation for Seller's interests.
2. Buyer has paid a non-refundable \$825 Surplus and Sale Fee to the County of San
Luis Obispo. This fee shall not be placed into escrow.
3. Seller shall deliver an executed Quitclaim Deed to Buyer upon receipt of cashier's
check for the full purchase price of the hereinabove described real property or to escrow following
execution by both parties of escrow instructions.
4. Buyer shall be entitled to possession of the above-described real property upon
recordation of referenced Quitclaim Deed. Buyer or buyer's escrow company shall present the
Quitclaim Deed to the County Clerk-Recorder for recordation on or before May 26, 2006. Buyer is
responsible for payment of recording fees.
5. Seller does not expressly or impliedly warrant marketability of title.
6. Buyer may, at Buyer's sole cost, purchase title insurance or escrow services on
subject real property. If Buyer does not elect to process the transaction through an escrow, a final
meeting to conclude the sale by May 26, 2006 shall be arranged between the buyer and Real
Property Services whereby Buyer will receive the Quitclaim Deed upon Seller's receipt of a
cashier's check for the full purchase price, after which Buyer agrees to accompany Real Property

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Services to the Clerk-Recorder's Office for recordation of the Quitclaim Deed and payment by Buyer of recording fees.

7. Any and all losses or damages to the real property or any improvements thereon occurring prior to recordation of a Quitclaim Deed shall be at the risk of Seller.

8. Buyer Indemnity and Hold Harmless - Buyer hereby agrees to indemnify and hold harmless Seller, its directors, officers, employees, and agents, and any successors to Seller's interest in the chain of title to the property, their directors, officers, employees, and agents, from and against any and all liability (i) including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials on the site and (ii) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, or disposal of Hazardous Materials.

9. Buyer acknowledges the right to inspect the property and shall conduct said inspections prior to recordation of the Quitclaim Deed.

10. Buyer acknowledges receipt of Information Packet dated February 28, 2006.

11. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Purchase Agreement must be in writing and executed by both Buyer and Seller.

12. This Agreement shall extend to and be binding upon the parties hereto and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns only when approved by the San Luis Obispo County Board of Supervisors.

13. Purchaser and all successors in interest to this property shall be subject to the terms of the Developer's Statement dated January 18, 2006, as follows:

**DEVELOPER'S STATEMENT FOR
County of San Luis Obispo Surplus Property Sale
ED05-198; DTM2005-00001**

The applicant agrees to incorporate the following measures into the project. These measures become a part of the project description and therefore become a part of the record of action upon which the environmental determination is based. All development activity must occur in strict compliance with the following mitigation measures. These measures shall be perpetual and run with the land. These measures are binding on all successors in interest of the subject property.

Note: The items contained in the boxes labeled "Monitoring" describe the County procedures to be used to ensure compliance with the mitigation measures.

The following mitigation measures address impacts that may occur as a result of the development of the project.

BR-1 Prior to issuance of grading and/or construction permits, the applicant shall submit evidence to the County of San Luis Obispo, Department of Planning and Building, Environmental and Resource Management Division (County) (see contact information below) that states that one or a combination of the following four San Joaquin kit fox mitigation measures has been implemented:

- a. Provide for the protection in perpetuity, through acquisition of fee or a conservation easement of suitable habitat in the kit fox corridor area (e.g. within the San Luis Obispo County kit fox habitat area, northwest of Highway 58), either on-site or off-site, and provide for a non-wasting endowment to provide for management and monitoring of the property in perpetuity. Lands to be conserved shall be subject to the review and approval of the California Department of Fish and Game (Department) and the County.

This mitigation alternative (a.) requires that all aspects of this program must be in place before County permit issuance or initiation of any ground disturbing activities.

- b. Deposit funds into an approved in-lieu fee program, which would provide for the protection in perpetuity of suitable habitat in the kit fox corridor area within San Luis Obispo County, and provide for a non-wasting endowment for management and monitoring of the property in perpetuity.

Mitigation alternative (b) above can be completed by providing funds to The Nature Conservancy (TNC) pursuant to the Voluntary Fee-Based Compensatory Mitigation Program (Program). The Program was established in agreement between the Department and TNC to preserve San Joaquin kit fox habitat, and to provide a voluntary mitigation alternative to project proponents who must mitigate the impacts of projects in accordance with the California Environmental Quality Act (CEQA). The fee, payable to "The Nature Conservancy", would be based on the total area of disturbance from project activities multiplied by \$2,500 per acre. This fee must be paid after the Department provides written notification identifying your mitigation options but prior to County permit issuance and initiation of any ground disturbing activities.

- c. Purchase credits in a Department-approved conservation bank, which would provide for the protection in perpetuity of suitable habitat within the kit fox corridor area and provide for a non-wasting endowment for management and monitoring of the property in perpetuity.

At this time, there is no approved conservation bank that is operational in San Luis Obispo County. A conservation bank is expected to be operational in the near future. Purchase of credits must be completed prior to County permit issuance and initiation of any ground disturbing activities.

- d. If none of the above measures (a, b, or c) are available, the applicant may enter into a Mitigation Agreement with the Department, including depositing of funds into an escrow account (or other means of securing funds acceptable to the Department) which would ensure the protection in perpetuity of suitable habitat within the kit fox corridor area and provide for a non-wasting endowment for management and monitoring in perpetuity. The Department can provide a draft agreement to review; a signed Mitigation Agreement shall

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be submitted to the County prior to County permit issuance and initiation of any ground disturbing activities.

Monitoring: Required prior to issuance of a grading and/or construction permit. Compliance will be verified by the County Division of Environmental and Resource Management .

BR-2 **Prior to issuance of grading and/or construction permits**, the applicant shall provide evidence that they have retained a qualified biologist acceptable to the County. The retained biologist shall perform the following monitoring activities:

- a. **Prior to issuance of grading and/or construction permits and within 30 days prior to initiation of site disturbance and/or construction**, the biologist shall conduct a pre-activity (i.e. pre-construction) survey for known or potential kit fox dens and submit a letter to the County reporting the date the survey was conducted, the survey protocol, survey results, and what measures were necessary (and completed), as applicable, to address any kit fox activity within the project limits.
- b. The qualified biologist shall conduct weekly site visits during site-disturbance activities (i.e. grading, disking, excavation, stock piling of dirt or gravel, etc.) that proceed longer than 14 days, for the purpose of monitoring compliance with required Mitigation Measures BR-3 through BR11. Site- disturbance activities lasting up to 14 days do not require weekly monitoring by the biologist unless observations of kit fox or their dens are made on-site or the qualified biologist recommends monitoring for some other reason (see BR-2-c3). When weekly monitoring is required, the biologist shall submit weekly monitoring reports to the County.
- c. **Prior to or during project activities**, if any observations are made of San Joaquin Kit fox, or any known or potential San Joaquin kit fox dens are discovered within the project limits, the qualified biologist shall re-assess the probability of incidental take (e.g. harm or death) to kit fox. At the time a den is discovered,, the qualified biologist shall contact the U.S. Fish and Wildlife Service and the Department (see contact information below) for guidance on possible additional kit fox protection measures to implement and whether or not a federal and/or state incidental take permit is needed. If a potential den is encountered during construction, work shall stop until such time the U.S. Fish and Wildlife Service/Department determines it is appropriate to resume work.

If incidental take of kit fox during project activities is possible, **before project activities commence**, the applicant must consult with the U.S. Fish and Wildlife Service and the Department. The results of this consultation may require the applicant to obtain a Federal and/or State permit for incidental take during project activities. The applicant should be aware that the presence of kit foxes or known or potential kit fox dens at the project site could result in further delays of project activities.

- d. In addition, the qualified biologist shall implement the following measures:
 1. **Within 30 days prior to initiation of site disturbance and/or construction**, fenced exclusion zones shall be established around all known and potential kit fox dens. Exclusion zone fencing shall consist of either large flagged stakes connected by rope or cord, or survey laths or wooden stakes prominently flagged with survey ribbon. Each exclusion zone shall be roughly circular in configuration with a radius of the following distance measured outward from the den or burrow entrances:
 - a) Potential kit fox den: 50 feet
 - b) Known or active kit fox den: 100 feet
 - c) Kit fox pupping den: 150 feet

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2. All foot and vehicle traffic, as well as all construction activities, including storage of supplies and equipment, shall remain outside of exclusion zones. Exclusion zones shall be maintained until all project-related disturbances have been terminated, and then shall be removed.
3. If kit foxes or known or potential kit fox dens are found on site, daily monitoring during ground disturbing activities shall be required by a qualified biologist.

Monitoring: Required prior to issuance of a grading and/or construction permit. Compliance will be verified by the County Division of Environmental and Resource Management.

BR-3 Prior to issuance of grading and/or construction permits, the applicant shall clearly delineate as a note on the project plans, that: "*Speed signs of 25 mph (or lower) shall be posted for all construction traffic to minimize the probability of road mortality of the San Joaquin kit fox*". Speed limit signs shall be installed on the project site **within 30 days prior to initiation of site disturbance and/or construction,**

In addition, **prior to permit issuance and initiation of any ground disturbing activities,** conditions BR-3 through BR-11 of the Developer's Statement/Conditions of Approval shall be clearly delineated on project plans.

BR-4 During the site disturbance and/or construction phase, grading and construction activities after dusk shall be prohibited unless coordinated through the County, during which additional kit fox mitigation measures may be required.

BR-5 Prior to issuance of grading and/or construction permit and within 30 days prior to initiation of site disturbance and/or construction, all personnel associated with the project shall attend a worker education training program, conducted by a qualified biologist, to avoid or reduce impacts on sensitive biological resources (i.e. San Joaquin kit fox). At a minimum, as the program relates to the kit fox, the training shall include the kit fox's life history, all mitigation measures specified by the county, as well as any related biological report(s) prepared for the project. The applicant shall notify the County shortly prior to this meeting. A kit fox fact sheet shall also be developed prior to the training program, and distributed at the training program to all contractors, employers and other personnel involved with the construction of the project.

BR-6 During the site-disturbance and/or construction phase, to prevent entrapment of the San Joaquin kit fox, all excavation, steep-walled holes or trenches in excess of two feet in depth shall be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks. Trenches shall also be inspected for entrapped kit fox each morning prior to onset of field activities and immediately prior to covering with plywood at the end of each working day. Before such holes or trenches are filled, they shall be thoroughly inspected for entrapped kit fox. Any kit fox so discovered shall be allowed to escape before field activities resume, or removed from the trench or hole by a qualified biologist and allowed to escape unimpeded.

BR-7 During the site-disturbance and/or construction phase, any pipes, culverts, or similar structures with a diameter of four inches or greater, stored overnight at the project site shall be thoroughly inspected for trapped San Joaquin kit foxes before the subject pipe is subsequently buried, capped, or otherwise used or moved in any way. If during the construction phase a kit fox is discovered inside a pipe, that section of pipe will not be moved, or if necessary, be moved only once to remove it from the path of activity, until the kit fox has escaped.

BR-8 During the site-disturbance and/or construction phase, all food-related trash items such as wrappers, cans, bottles, and food scraps generated shall be disposed of in closed containers

only and regularly removed from the site. Food items may attract San Joaquin kit foxes onto the project site, consequently exposing such animals to increased risk of injury or mortality. No deliberate feeding of wildlife shall be allowed.

BR-9 Prior to, during and after the site-disturbance and/or construction phase, use of pesticides or herbicides shall be in compliance with all local, state and federal regulations. This is necessary to minimize the probability of primary or secondary poisoning of endangered species utilizing adjacent habitats, and the depletion of prey upon which San Joaquin kit foxes depend.

BR-10 During the site-disturbance and/or construction phase, any contractor or employee that inadvertently kills or injures a San Joaquin kit fox or who finds any such animal either dead, injured, or entrapped shall be required to report the incident immediately to the applicant and County. In the event that any observations are made of injured or dead kit fox, the applicant shall immediately notify the U.S. Fish and Wildlife Service and the Department by telephone (see contact information below). In addition, formal notification shall be provided in writing within three working days of the finding of any such animal(s). Notification shall include the date, time, location and circumstances of the incident. Any threatened or endangered species found dead or injured shall be turned over immediately to the Department for care, analysis, or disposition.

BR-11 Prior to final inspection, or occupancy, whichever comes first, should any long internal or perimeter fencing be proposed or installed, the applicant shall do the following to provide for kit fox passage:

- a. If a wire strand/pole design is used, the lowest strand shall be no closer to the ground than 12".
- b. If a more solid wire mesh fence is used, 8" x 12" openings near the ground shall be provided every 100 yards.

Upon fence installation, the applicant shall notify the County to verify proper installation. Any fencing constructed after issuance of a final permit shall follow the above guidelines.

Monitoring (San Joaquin Kit Fox Measures BR-3 – BR-11): Compliance will be verified by the County Division of Environmental and Resource Management in consultation with the California Department of Fish and Game. As applicable, each of these measures shall be included on construction plans.

Contact Information

California Department of Fish and Game
Central Coast Region
P.O. Box 47
Yountville, CA 94599
(805) 528-8670
(805) 772-4318

U.S. Fish and Wildlife Service
Ventura Field Office
2493 Portola Road, Suite B
Ventura, CA 93003
(805) 644-1766

County of San Luis Obispo
Department of Planning and Building
Division of Environmental and Resource Management
County Government Center, Room 310
San Luis Obispo, CA 93408

ATTN: Ms. Julie Eliason

The applicant understands that any changes made to the project description subsequent to this environmental determination must be reviewed by the Environmental Coordinator and may require a new environmental determination for the project. By signing this agreement, the owner(s) agrees to and accepts the incorporation of the above measures into the proposed project description.

//////////////////////////////////NOTHING FURTHER BEYOND THIS POINT//////////////////////////////////

//////////////////////////////////SIGNATURE LINES OMITTED FROM THIS DRAFT//////////////////////////////////

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IN THE BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ Day _____, 2006

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

**RESOLUTION TO SURPLUS AND SELL COUNTY-OWNED REAL PROPERTY
LOCATED IN THE UNINCORPORATED AREA OF PASO ROBLES**

The following Resolution is hereby offered and read:

WHEREAS, the County of San Luis Obispo currently owns a parcel of land, zoned Agricultural, approximately one acre in size located in the unincorporated area outside of Paso Robles, Assessor's Parcel Number 015-143-014; and

WHEREAS, this parcel was acquired by the County of San Luis Obispo following property tax default in 1980; and

WHEREAS, this parcel is not necessary for County use; and

WHEREAS, in accordance with Government Code section 25526, Resolution No. 2006-069 stating County's intention to surplus and sell this property by auction on April 11, 2006 with a minimum bid price of \$130,000 was approved by the Board of Supervisors on February 28, 2006, and

WHEREAS, based on the recommendation of the County Environmental Coordinator, the County Planning Commission has approved a Mitigated Negative Declaration pursuant to Public Resources Code Section 21000 et seq. and CA Code of Regulations Section 15000 et seq.; and

WHEREAS, the kit fox mitigation requirements will be included in the terms of the purchase agreement to be signed by the purchaser and will run perpetually with the land; and

WHEREAS, the County Planning Director has determined that the County's disposition of said real property is in conformity with the County General Plan; and

WHEREAS, in accordance with Government Code section 25528, public notice of this sale has been published; and

WHEREAS, in November 2005 an independent appraisal company appraised the property and stated fair market value to be One Hundred Thirty Thousand Dollars (\$130,000.00); and

WHEREAS, it is in the public interest to surplus and sell this parcel,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California as follows:

- 1. Pursuant to Government Code 25363 the Board finds the property and all interests to be quitclaimed are not required for County use.

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2. Said sale is upon the following terms and conditions:

- a. The accepted bid price of no less than \$130,000 shall be payable in cash after approval of the County Board of Supervisors and execution of a Purchase Agreement.
- b. Conveyance shall be by means of a Quitclaim Deed from the County of San Luis Obispo to the Purchaser.
- c. County does not expressly or impliedly warrant marketability of title.
- d. Purchaser shall pay a non-refundable surplus and sale fee of \$825.00 to the County of San Luis Obispo in addition to the purchase price.
- e. Purchaser may perform inspections of the property, obtain title insurance and escrow services, if desired, at Purchaser's sole expense.
- f. Quitclaim deed shall record on or before May 26, 2006.

3. The Chairperson of the Board of Supervisors is hereby authorized and directed to conduct the public auction and execute on behalf of the County of San Luis Obispo the Purchase Agreement, Quitclaim Deed, and Budget Adjustment Request, said forms to be completed by the Real Property Manager and presented for signature following the auction.

4. County Real Property Manager is authorized and directed to deliver the executed Quitclaim Deed to the winning bidder upon receipt of a cashier's check in the amount of the finally accepted bid or to deposit said deed into escrow with instruction that the deed may not be recorded until buyer's total funds have been placed in escrow and all terms and conditions of escrow have been satisfied.

5. County Real Property Manager is authorized to execute all additional necessary documents according to the terms and conditions of the fully executed Purchase Agreement.

6. The full amount of the sales price shall be deposited to the Department of General Services, Real Property Services Cost Center 1130700000, Sale of Real Property, account #4550190 to satisfy budgetary obligations; then the amount in excess of \$54,500 shall be appropriated into Countywide Community Building Renovation Project 300074 for ongoing renovation projects of the County-owned community buildings. The \$825 Surplus and Sale fee shall be deposited to the Department of General Services, Real Property Services Cost Center 1130700000, Other Revenue, account #4550000.

Upon Motion of Supervisor _____, seconded by
Supervisor _____, and on the following roll call vote, to-wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

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the foregoing Resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: *Rita Neal*
Deputy County Counsel

Date: 3/22/06

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