

RECORDED AT REQUEST OF County Counsel
AT 3.5 MIN. PAST 2.1 M.
Official Records of Sonoma County, Calif. lc
Hob. Douglas COUNTY RECORDER
Fee \$ No Fee Paid. Date JUN 22 1970

AGREEMENT

L 67791

THIS AGREEMENT, made and entered into this 10 day of February, 1970, by and between the CITY OF SANTA ROSA, a municipal corporation and a Charter City, herein referred to as CITY, and the COUNTY OF SONOMA, a political subdivision of the State of California, herein referred to as COUNTY:

WITNESSETH:

There is on file in the County of Sonoma two civil actions numbered 60965 and 60966, both entitled "The County of Sonoma, Plaintiff v. City of Santa Rosa, a municipal corporation, Urban Renewal Agency of the City of Santa Rosa, a public agency, Doc One through Doc Ten, ABC Administration, XYZ Authority, and Black and White Corporation, a corporation, Defendants," being actions for declaratory relief, specific performance, breach of contract, ejectment and inverse condemnation, respectively.

Both the City and County claim an interest in that parcel of property known as the Santa Rosa Plaza, and more particularly described as follows:

Being all of the lands designated "Plaza" as shown on the "Record of Survey" filed in Book 84 of Maps on Pages 45 and 46, Official Records of Sonoma County and being more particularly described as follows: Commencing at a point on the Santa Rosa Center Project Area boundary, said point being the intersection of the easterly right of way line of Hinton Avenue and the southerly right of way line of Fourth Street which bears South 29° 52' 50" East a distance of 82.44 feet from a 2-1/2" bronze monument stamped "U. R. Cor. - C. E. 9478," lying on the northerly right of way line of Fourth Street as shown on said map; thence South 60° 12' 00" West along the southerly right of way line of Fourth Street a distance of 79.97 feet to the true point of beginning of the herein described parcel, said point being the intersection of the westerly right of way line of Hinton Avenue and the southerly right of way line of Fourth Street; thence South 29° 50' 22" East along said westerly right of way line of Hinton Avenue a distance of 251.93 feet to a point on the northerly right of way line of Third Street; thence leaving said westerly right of way line of Hinton Avenue south 60° 10' 21" west along the northerly right of way line of Third Street a distance of 236.31 feet to a point on the easterly right of way line of Exchange Avenue; thence leaving said northerly right of way line of Third Street north 29° 53' 10" West along the easterly right of way line of Exchange Avenue a distance of 252.04 feet to a point on the southerly right of way line of Fourth Street; thence leaving said easterly right of way line of Exchange Avenue north 60° 12' 00" East and along the Southerly right of way line of Fourth Street a distance of 236.52 feet to the true point of beginning of the herein described parcel and containing 59,571 square feet more or less

On April 5, 1966, the City, the County and the Urban Renewal Agency of the City of Santa Rosa, hereinafter referred to as AGENCY, entered into an agreement relating to said Santa Rosa Plaza and the title thereto, which agreement is also an issue in said civil actions numbered 60965 and 60966.

Title to the property is, or has become, due to the action of the parties, clouded and encumbered by conflicting claims, cross claims, allegations, counter allegations, denials, amendments to pleadings, and such similar procedural matters which will result in additional time loss, additional expenditure of public funds, indecision and doubt as to ownership of the land and which will cause future delay in its development.

It is therefore in the public interest to settle and compromise the litigation pending between the parties, to permanently resolve all contradictory claims to the east side of the Santa Rosa Plaza and to fairly evaluate and equitably recognize the position of each litigant.

In accordance with the above stated goals it is mutually agreed as follows:

1. County agrees to quitclaim all of its right, title, and interest in and to the west side of said Santa Rosa Plaza (i. e. all of said plaza lying westerly of the east right of way line of Santa Rosa Avenue extended northerly, aka "Old Courthouse Square" street, as now existing) to the City. The City shall by good and sufficient instrument, or instruments, dedicate in perpetuity to the public the street and park-plaza now existing upon said westerly portion of said Santa Rosa Plaza. The maintenance of such dedication shall be the responsibility of the City at its sole cost and expense. City agrees to maintain the said street, and to administer the park-plaza in perpetuity for the enjoyment of the citizens of all of Sonoma County, in accordance with law and this agreement. County is an interested party in the performance of this agreement and the obligations created herein and shall have standing in any court of competent jurisdiction to enforce the specific performance of this agreement and such dedication.
2. County agrees to quitclaim all of its right, title and interest in and to the area of land now occupied by Hinton Street to City.
3. County agrees to execute, acknowledge, and deliver to City a

conveyance of County's interests in the east side of Santa Rosa Plaza (i. e. all of said plaza lying easterly of the east right of way line of Santa Rosa Avenue extended northerly, otherwise known as "Old Courthouse Square Street," as now existing) by instrument in the form and content of the initialed exhibit attached hereto and marked Exhibit "A". In consideration of said conveyance of the easterly portion of said Santa Rosa Plaza, City agrees to pay the sum of Fifty Thousand Dollars (\$50,000) to County in three (3) installment payments during three (3) successive years as follows:

\$20,000 - 1969-70

\$20,000 - 1970-71

\$10,000 - 1971-72

Payment of the amount specified at any time during the fiscal year for which the payment is due shall be considered timely and in full performance of this agreement.

4. County agrees that all payments received from City under this agreement, including the option exercise payment or payments of Forty-eight Thousand Dollars provided for in Exhibit "A" if said option is exercised, shall be deposited in a special trust fund to be managed and administered by the Board of Supervisors of County as trustee and to be known and designated as the Sonoma County Park Land Acquisition Fund. Such funds shall be invested as legally authorized for investment of County funds with all interest or income to remain in said special trust fund until expended as hereinafter provided. Such trust funds, together with all interest and income that shall accrue therefrom, shall be used for the sole and exclusive purpose of County providing matching funds therefrom to the cities, towns, districts, or other appropriate local entities within Sonoma County which are authorized by law to acquire, maintain, and operate park or park and recreation facilities, for the purchase of mutually approved park sites at a time when that city, town, district, or other appropriate local entity is prepared to pay fifty percent (50%) of the park site purchase costs plus undertake improvement and operation of a park on such site.

5. City agrees to quitclaim to County all of its right, title, and interest in and to that property known as the Southwest Community Park Site

described in and by instrument in the form and content of the exhibit attached hereto and marked Exhibit "B" entitled "Quitclaim Deed." County agrees that it shall use such site exclusively for park purposes except as hereinafter provided. Development and opening of any such park to the public may be delayed until another governmental agency with taxing power and empowered to maintain and operate such a public park is willing to undertake development, maintenance, and operation thereof. It is agreed that County may, without prior approval of City, convey said Southwest Community Park Site, or other park site or sites acquired with the proceeds of sale or by exchange thereof, to another governmental agency empowered to hold title to, maintain, and operate a public park; but in such event, said conveyance shall be made subject to, and such other public agency shall take such property subject to, all of the terms, restrictions, and provisions hereof relating to said park site or the proceeds of sale or exchange thereof being used exclusively for park purposes in the Santa Rosa General Plan area, and all of City's rights hereunder shall be preserved with respect thereto. It is agreed that, provided the City Council of the City of Santa Rosa first adopts a resolution approving sale of or relocation of the Southwest Community Park Site, County, or its successors in interest, may elect to sell or exchange the property, or any property subsequently acquired from proceeds of such a City approved sale, or by such a City approved exchange. Any relocated park site or sites shall be subject to the same terms and provisions hereof of further relocation and use of proceeds of sale or exchange, but only subject to further prior approval by resolution of City Council of City. If the Southwest Community Park Site, or any other park site acquired from the proceeds of sale or exchange thereof is sold as herein provided, the proceeds of sale shall be held in a trust fund and invested as legally authorized for investment of County funds, with all interest or income to remain in such trust fund until expended as herein provided upon the acquisition and improvement of another park site or sites approved by resolution of the City Council of City. It is not intended hereby to dedicate or create any implied dedication or any third party rights in the Southwest Community Park Site or in any park site acquired pursuant hereto, nor is it intended hereby to impose any restraint on alienation of the Southwest Community Park Site, or any subsequent park site acquired pursuant hereto, but only to impose a contractual obligation upon the County of Sonoma in accordance herewith.

6. County agrees to dismiss with prejudice civil actions 60965 and 60966 as to City, Agency, and all other parties defendant. Pleadings in said action and the above mentioned agreement of April 5, 1966, may be looked to, however, for interpretation and understanding of this agreement.

7. City agrees to dismiss with prejudice any and all claims it may have against either the County of Sonoma or the Urban Renewal Agency of City of Santa Rosa in said civil actions 60965 and 60966.

8. In the event City elects to clarify the status of title, County agrees to cooperate in the institution, prosecution and conclusion of quiet title proceedings instituted by the City or any other appropriate legal proceedings, provided County shall not be required to furnish personnel for such proceedings.

9. Approval of this agreement by the Urban Renewal Agency of the City of Santa Rosa by execution of an agreement substantially in the form of agreement, a copy of which is attached hereto, initialed by both parties hereto marked Exhibit "C" shall be a condition precedent to this agreement taking effect or the obligation of either party hereto to perform hereunder.

10. It is understood and agreed that this agreement is entered into by and between the parties to settle and compromise substantial differences between them. The parties have considered the relative values of the tangible exchanges, conveyances, and grants between them, as well as benefit accruing to each of them which cannot be measured in exact amounts, but which is considered adequate consideration by all parties to this agreement. Each party agrees with this proposal and the execution of this agreement by its Chairman, Mayor or presiding officer and indicates its approval of the same.

11. Each and every term, condition and agreement stated in this agreement are of the essence of the entire agreement and in the event of breach of any thereof by the party required to perform the other party may seek redress by action for specific performance, may seek redress by any other appropriate action in law or equity or may request to be excused from any further obligations, terms, conditions, or provisions of this agreement without liability to the other party.

IN WITNESS WHEREOF, the parties have approved the foregoing and caused their duly authorized representatives to execute the same the day and year first above written.

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

By Bob Thiller

CITY OF SANTA ROSA, a
municipal corporation

By [Signature]

Unofficial Copy

QUITCLAIM DEED

BOOK 2468 PAGE 227

THE COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as County, hereby quitclaims a determinable fee to the CITY OF SANTA ROSA, a municipal corporation, hereinafter referred to as City, as follows:

All right, title and interest which the County of Sonoma possesses in and to the following described real property, subject to the limitations hereinafter enumerated, which are incorporated into this conveyance, to wit:

Being a portion of Parcel B as shown on the Official Map of the Santa Rosa Center Project, filed in Book 116 of Maps on Page 6, Official Records of Sonoma County, and being more particularly described as follows:

Commencing at the centerline intersection of Fourth Street and Mendocino Avenue as shown on said map; thence S 30° 39' 47" E a distance of 48.24 feet; thence N 60° 11' 16" E a distance of 53.24 feet to the most Westerly corner of said Parcel B and being the true point of beginning of the herein described parcel; thence along the Northwesterly boundary of said Parcel B, N 60° 11' 16" E a distance of 70.03 feet; thence leaving said Northwesterly boundary S 29° 50' 22" E a distance of 249.86 feet; thence S 60° 10' 21" W a distance of 33.85 feet to a point on the Southwesterly boundary of said Parcel B; thence along said Southwesterly boundary N 29° 52' 50" W a distance of 39.77 feet; thence S 60° 07' 10" W a distance of 36.00 feet; thence N 29° 52' 50" W a distance of 210.14 feet to the point of beginning and containing 16,043 square feet more or less.

1. Subject to the receipt by the County of the sum of \$50,000.00 as provided in paragraph 5 of an Agreement dated _____ 1970, and recorded in Book _____ of Official Records, at page _____, Sonoma County Records.
2. Subject to the condition, limitation, and restriction that the surface and the area above the surface of the above described real property is used exclusively for public park and plaza purposes, or such other public purposes as the Sonoma County Board of Supervisors may hereinafter approve

R.R.R.
R.D.T.
J.W.F.

by resolution, unless this restriction is removed as provided in paragraph numbered 3 below.

In the event City or its successors in interest should fail to use the property as above restricted then title to the property shall automatically revert to and vest in the County. It is the intention of the parties by this quitclaim deed to convey to the City a fee simple determinable which will expire in accordance with its own terms upon the failure of the City to pay \$50,000.00 to the County as provided in the Agreement between the parties recorded in Book ___ at page _____, or upon the failure of the City to use the property as restricted in that Agreement or this paragraph.

3. In the event the City elects to free the property from the restriction of the determinable fee set out in paragraph numbered 2 above, the County hereby grants to City or its successors an option to acquire any and all remaining right, title and interest retained by County in the premises without any condition, limitation or restriction whatsoever. The option granted by County to City may be exercised by tender of payment of \$48,000.00 or tender of payment of \$16,000.00 together with an enforceable note, *in the amount of \$32,000.00* contract, or unconditional and enforceable evidence of debt payable to the County within three (3) years of said tender.

Upon exercise of the option herein granted the County agrees to quitclaim all of its right, title and interest in and to the hereinbefore described property to City or its successors in interest without condition, limitation or restriction.

4. In the event City fails to exercise the option granted in paragraph 3, it shall have the absolute right to use the property as limited and restricted in paragraph 2 above without interference from County.

This indenture shall bind and inure to the benefit of the successors and assigns of the parties hereto.

Dated: _____ 1970.

THE COUNTY OF SONOMA,
a political subdivision of the
State of California

By _____
Chairman, Sonoma County Board
of Supervisors

Handwritten initials and signatures:
M.R.
R.S.
A.W.F.

QUITCLAIM DEED

The CITY OF SANTA ROSA, a Municipal Corporation,
hereby quitclaims unto THE COUNTY OF SONOMA, a Political Subdivision
of the State of California
any or all right, title and interest which it possesses in and to the following
described real property situated in the County of Sonoma and described as
follows:

All that real property situate in the County of Sonoma, State of
California, described as follows:

Being a portion of that parcel of land, Fenton to Leonetti, as
recorded September 30, 1955 in Official Records of Sonoma County,
Book 1382, page 271, said portion being more particularly described
as follows:

Being all of Lot 4 and the Easterly 394.2 feet of lot 9 of Philips
Subdivision, as said lots and subdivision are shown upon a map
recorded March 22, 1888 in Maps, Book 6, page 6, Sonoma County
Records.

RMF
AWF

Exhibit "B"

CITY OF SANTA ROSA,
A Municipal Corporation

Unofficial

AGREEMENT

AGREEMENT made the ____ day of _____, 1970, between the COUNTY OF SONOMA, a political subdivision of the State of California, and the URBAN RENEWAL AGENCY OF THE CITY OF SANTA ROSA, a body politic and corporate, herein called the County and the Agency.

WHEREAS, the above named parties and the City of Santa Rosa entered into an agreement dated April 5, 1966, for the transfer of certain properties for redevelopment purposes, which agreement has been partially performed; and

WHEREAS, the City desires that the area shown as Parcel B in Exhibit "D" of the Agreement of April 5, 1966, presently remain as a park-plaza, and the City and County are entering into a separate agreement, of even date with this agreement, for the purpose of transferring the east half of the Santa Rosa Plaza to the City; and

WHEREAS, litigation is pending between the parties over the agreement of April 5, 1966, Civil Action No. 60965 and 60966 brought by the County in the Superior Court; and

WHEREAS, the agreement between the City and County, dated _____, 1970, a copy of which marked Exhibit "1" is attached hereto, provides for the settlement of the said litigation subject to approval of Agency, and the parties desire to cooperate in such settlement; now, therefore,

IT IS AGREED AS FOLLOWS:

1. Agency acknowledges receipt of marketable title from County to the parcels of land described in Exhibits "A" and "B" of the April 5, 1966 Agreement, for which the County acknowledges receipt of \$202,000.00 as full payment.
2. The parties acknowledge that all of the provisions of paragraphs 4 and 5 of the April 5, 1966, Agreement have been performed, except those relating to surrender of possession by the County of the east half of the Plaza and its redevelopment by the Agency.
3. It is agreed between the parties that the Agreement of April 5, 1966, is terminated as of the date of this Agreement, with the exception that it shall be the responsibility of the City of Santa Rosa to maintain and administer the extension of Santa Rosa Avenue and to maintain the park-plaza. EXHIBIT "C"

R. R. R.
R. R. R.
A. D.

4. The County agrees to dismiss Civil Actions No. 60965 and 60966 with prejudice immediately after execution of this Agreement. The Agency agrees to file no pleadings or papers in the said actions.

5. The Agency agrees to cooperate in undertaking and completing the legal transactions necessary to relieve the Agency of the obligations under the existing redevelopment plan respecting the acquisition and redevelopment of Parcel "B" identified above.

6. County will make the conveyances to the City of the west half of the Santa Rosa Plaza, as well as the east half, all as provided in Exhibit "1" attached hereto.

7. Agency releases the County from all further claims and demands under the Agreement of April 5, 1966.

IN WITNESS WHEREOF, the parties have approved the foregoing and caused their duly authorized representative to execute the same the day and year first above written.

Handwritten initials:
C.A.W.
R.W.
A.W.F.

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

By Bob Theille

URBAN RENEWAL AGENCY OF THE CITY OF SANTA ROSA, a body corporate and politic

By _____

