MASTER LEASE

THIS MASTER LEASE, made and entered into at Vallejo, California, this 20th day of December, 1974, by and between the CITY OF VALLEJO, a Municipal Corporation in the County of Solano, State of California, hereinafter called the "Lessor" and the GREATER VALLEJO RECREATION DISTRICT, a public recreation and park district, organized and existing under and by virtue of the laws of the State of California, hereinafter called the "Lessee".

W I T N E S S E T H :

THAT WHEREAS, the Lessor owns improved and unimproved land suitable for park and other recreational uses, and by law Lessee exists for the purpose, among others, of providing recreational activities and facilities for public use and enjoyment within its territorial limits which includes the whole of the City of Vallejo; and

WHEREAS, Lessor and Lessee have heretofore made and entered into various and sundry leases and other agreements for the use of Lessor's lands by Lessee for public recreation and some of said agreements have or now are expiring and the parties find it advantageous to enter into one Master Lease to cover all of said lands now or hereafter leased by Lessor to Lessee, attaching appropriate addenda thereto to reflect any special terms or conditions relating to a specific parcel of land; and

WHEREAS, Lessor and Lessee are each vested with the legal authority to make and execute an instrument of this nature to govern their relationship with respect to the occupancy and use of such lands;

4

NOW, THEREFORE, in consideration of the payment by the Lessee to the Lessor of the rents hereinafter set forth, and in consideration of the performance by the Lessee of all agreements, covenants and conditions contained herein and in the appendices hereto, said Lessor does hereby lease and let unto said Lessee, all that certain real property situate in the County of Solano, State of California, as is described in each of the appendices attached hereto at the time of execution hereof and such appendices as will hereinafter be added by amendment in writing hereto, hereinafter sometimes referred to as the "demised premises" or the "premises",

TO HAVE AND TO HOLD said premises, with the appurtenances thereto, unto Lessee, for a term of thirty-five (35) years commencing July 1, 1974, and expiring on June 30, 2009, at a rental of ONE DOLLAR ($1.00) per year, payable in advance.

IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD that the above letting and taking is upon each and all of the following terms and conditions.

1. Lessee shall use said premises for the maintenance and operation of public recreation facilities and programs in accordance with the purposes for which said recreation and park district was formed and now exists, and shall maintain and improve the leased lands according to the requirements of a planned park and recreation site development program, heretofore or hereinafter from time to time prepared or revised by Lessee, and approved by Lessor.

2. Said premises shall not directly nor indirectly be used by Lessee or any other person or persons for any purpose in violation of the laws of the State of California, the United States of America, or of any municipal rule, regulation, or ordinance of the City of Vallejo,

or for any illegal or immoral purpose, and Lessee and all others using or occupying said premises will, at all times, comply with any and all federal and state laws and statutes, any and all ordinances, rules, regulations, and laws of the City of Vallejo, the State of California, and any of its boards, officers, servants, or employees, which may now or hereafter be enacted, passed, or adopted with reference to the maintenance, use, or occupation of said premises, or in the conduct of any business or occupation therein carried on.

3. Lessee will not assign this lease, either in whole or in part, nor underwrite or sublet the whole or any part of any premises described in the appendices hereto, without the written consent of the Lessor, and neither this lease nor any interest therein shall be assignable or transferable by operation of law. Lessee may, however, without the consent of Lessor, grant concessions and other use or occupancy privileges to persons, firms or corporations for the purpose of dispensing food, beverage and other commodities incidental to recreational activities.

4. Except as otherwise expressly provided herein, or in the appendices hereto, Lessee shall at its own cost and expense keep the demised premises in good order, condition and repair during the term of this lease, and hereby especially waives all rights to make repairs at the expense of the Lessor as provided for by Section 1942 of the Civil Code of the State of California.

5. Lessee will not suffer nor permit any waste upon or of said premises, and Lessee will not make any

major alterations in the terrain of the demised premises, or in any part thereof, without the written consent of the Lessor first had and obtained; Lessor shall not be liable in any way or responsible for or by reason of any acts or omission of any other tenant of the Lessor. Lessor shall have the right of entering upon and inspecting said premises at any and all reasonable times, and shall have the further right to post notices of nonresponsibility for any work or improvements planned to be made or being made by or at the instance of Lessee.

6. Upon the last day of the term set out for each parcel leased hereunder in the appendices hereto, or a sooner termination of the lease hereby granted, the Lessee agrees to peacefully quit, leave, surrender and yield up unto the Lessor all and singular of said described parcels, including all improvements thereon and fixtures permanently attached thereto, in as good order, state and condition as the same are now or may be put into, reasonable use and wear thereof and damage by the elements excepted; it being especially understood and agreed that should said Lessee hold over beyond said term hereby created without the written consent of the Lessor, such holding over shall be deemed merely a tenancy from month to month, and at the same rent and upon and subject to the same terms and conditions as herein provided.

7. The Lessee, by performing the covenants herein contained and contained in the appendices hereto, on its part to be performed, shall and may quietly and peacefully use, hold and enjoy said demised premises during the whole of said term, as aforesaid.

8. Lessee, as a material part of the consideration to be rendered the Lessor under this lease, and the appen-

dices thereto, hereby waives and releases any and all claims against the Lessor for injury or damage of any kind or nature to person or property, in, upon or about said premises, from any cause whatsoever, arising at any time after the execution of this lease and the appendices and any amendments thereto, and agrees to indemnify and hold the Lessor exempt and harmless from and on account of any such injury, damage, or claim therefor to any person or property. Lessee covenants and agrees to keep and maintain in full force and effect throughout the term of this lease, policies of public liability insurance and property damage insurance in standard form, in insurance companies satisfactory to Lessor, and to furnish the policies or duly executed certificates therefor to Lessor. Such public liability insurance shall insure for limits of not less than $250,000 for injuries, including death, to any one person, and $500,000 for any one occurrence, and such property damage insurance shall insure for limits of not less than $50,000 per occurrence. In addition, Lessee covenants and agrees to keep and maintain in full force and effect fire and extended coverage (including vandalism and malicious mischief) insurance providing for at least ninety percent (90%) of the then current replacement value of all buildings, equipment, fixtures and materials used or stored for use by Lessee. Renewal policies representing all of the above provided for insurance shall be delivered by the Lessee to the Lessor at least ten (10) days before the expiration of the insurance which said policies are to renew, and each policy delivered by the Lessee to the Lessor shall bear an endorsement of, or be accompanied by, evidence of a receipt of payment of the premium thereon. Each policy, or certificate of insurance, issued shall provide that Lessor receive at least ten (10) days' prior written notice of any cancellation or reduction as to the amount

of coverage provided under said policy.

9. All revenue derived by Lessee from the operation of the herein demised premises, as described in the appendices attached hereto, including fees from concessionaires, and other sources, shall be deposited in Lessee's general fund to be used for park and recreation purposes as determined by Lessee's Board of Directors including but not limited to the maintenance, operation and installation of capital improvements of and in the park or recreational sites within the demised premises.

10. Except as otherwise provided herein or in the appendices hereto, Lessee shall pay for all utility installations, services and commodities used by or furnished to said Lessee on the premises described in the appendices hereto, and in particular, any assessments to provide such installations to any of said properties.

11. Lessor agrees to furnish at its own cost and expense to park and recreation sites which are created or established on the demised premises from and after the commencement date of the term of this Lease, the following:

(a) All utility connections, including water meters, sewer connections, and electrical conduits and outlets; and

(b) To install and maintain in a good state of repair, all paved public roadways necessary to provide access to said park and recreation sites.

12. Lessor agrees at its own cost and expense to provide all water and the trimming of trees deemed necessary for the proper development, maintenance and use of the park and recreation sites heretofore and hereafter created or established on the demised premises. With

reference to tree trimming the services to be provided by Lessor shall not exceed the capabilities of the Lessor's equipment. With reference to water the Lessee shall use raw water for irrigation to the extent possible.

13. In the event that any parcel of property constituting the demised premises, as described in the appendices hereto, or any part thereof, shall at any time after the execution of this lease, be taken for public or quasi-public use or condemned under eminent domain, the Lessee shall not be entitled to claim or have paid to Lessee, any compensation or damages whatsoever, for or on account of any loss, injury, damage or taking of any right, interest or estate of the Lessee, but Lessor shall be entitled to claim and have paid to it for the use and benefit of the Lessor, all compensation and/or damages on account of and/or arising out of such taking and/or condemnation without deduction from the amount thereof for or on account of any rights, title, interest or estate of the Lessee in or to said premises. In case of any such taking and/or condemnation referred to in this paragraph, then, if and when there is an actual taking of physical possession of the demised premises, or of any part thereof in excess of ten percent (10%) of the total area thereof, then either the Lessor or the Lessee may cancel and terminate this lease as to the whole of the demised premises by giving notice to the other party within ten (10) days after such actual taking of physical possession of such intention to terminate, and should such an actual taking of physical possession of any part of the demised premises (whether more or less than 10% of the

area thereof) occur at any time when the then remaining term of this lease is less than one (1) year, then either party hereto may likewise cancel and terminate this lease by giving notice to the other party within said ten (10) day period of such intention to terminate. If this lease is not terminated as above provided for following any of said actual takings, then the Lessee shall repair the premises at its own expense.

14. In the event that Lessee shall be in default of any payment of any rent for a period of ten (10) days, or if Lessee shall fail or neglect to do or perform or observe any of the covenants or agreements contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty (30) days after Lessor has notified Lessee in writing of Lessee's default hereunder, and Lessee has failed to correct such default within said thirty (30) days (such thirty (30) day notification period shall not be construed to apply to any default in payment of rent), or if Lessee shall be declared to be bankrupt or insolvent according to law, or if any assignment of their property or properties shall be made for the benefit of creditors, or if a receiver be appointed on account of insolvency and not discharged within ten (10) days after appointment, then in either of said cases or events, Lessor may lawfully, at its option, immediately or at any time thereafter, without demand or notice, enter into and upon said demised premises or any part thereof and in the name of the whole, and repossess the same of its former estate, and expel Lessee, and those claiming by, through or under Lessee, and remove their effects, if any, without being deemed guilty of trespass and without prejudice to any remedy which

otherwise might be used, for arrears, or rent, or other preceding breach of covenant. On the re-entry aforesaid, this lease shall terminate. In the event Lessor shall bring a legal action to enforce collection of any rent, or on account of any breach of covenant or agreement hereunder, or to obtain possession of said demised premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs and expenses of such legal action, including a reasonable attorney's fee as fixed by the Court.

15. The waiver by Lessor of any default in performance by Lessee of any of the terms, covenants, or conditions herein contained, or in the payment of any rent required hereunder, shall not be deemed a continuing waiver of the same or any subsequent default herein.

16. All notices, demands or papers referred to herein to be given by Lessor to Lessee, or by Lessee to Lessor, shall be deemed to have been given by Lessor to Lessee when Lessee shall have deposited said notice, demand or paper in a sealed envelope in the United States mail, postage thereon fully prepaid and addressed to Lessee as follows:

District Administrator
Greater Vallejo Recreation District
395 Amador Street
Vallejo, California 94590

or to such other person and/or address as Lessee may in writing from time to time direct. Such notice, demand, or paper shall be deemed to have been given by Lessee to Lessor when Lessee shall have deposited said notice, demand, or paper in a sealed envelope in the United States mail, postage thereon fully prepaid and addressed to Lessor as follows:

City Manager
City of Vallejo
City Hall
Vallejo, California 94590

or to such other person and/or address as Lessor may in writing from time to time direct.

17. Lessee shall have an option to renew this lease for a further term of twenty-five (25) years upon the same terms, conditions and covenants as set forth herein. Lessee shall exercise this option by giving Lessor at least six (6) months' written notice prior to the expiration of this lease of its intention to do so.

18. It is expressly understood and agreed that this lease may be terminated and cancelled at any time upon the reorganization of Lessee by dissolution, merger or consolidation under the District Reorganization Act of 1965 (California Government Code, Sections 56000 to 56550 inclusive), as same now exists or may hereafter be amended, subject to such rights, duties and obligations as may be fixed in said Act or other applicable laws. Upon the happening of such event, Lessor may declare this lease terminated and cancelled, and give notice in writing thereof to such persons as it deems are interested in the matter.

19. Subject to the provisions of Paragraph 18 hereof, the covenants and conditions of this lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

20. It is mutually agreed that all prior leases between Lessor and Lessee for any of the lands described in the appendices hereto are hereby cancelled upon the date of beginning of the term herein provided and thereafter said

leases, and the terms and conditions thereof, shall have no force or effect.

21. This lease, and the appendices hereto, contains the entire agreement between the parties executing same, and further contains all of the terms and conditions mutually agreed upon, and no other agreements, oral or otherwise, regarding the subject matter of this lease shall be deemed to exist or to bind the parties hereto, it being the intent of the parties that neither of them shall be bound by any terms, conditions, or representations not herein written. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSOR:

CITY OF VALLEJO,
a Municipal Corporation,

By _____
CITY MANAGER

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

By _____
CITY ATTORNEY

_____
DISTRICT LEGAL COUNSEL

LESSEE:

GREATER VALLEJO RECREATION DISTRICT,
a Recreation and Park District of
the State of California,

By _____
CHAIRMAN, BOARD OF DIRECTORS

ATTEST: _____
DISTRICT SECRETARY

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE.
DATE: 9/14/89
ATTEST: _____
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE
COUNCIL OF THE CITY OF VALLEJO

OFFICE OF THE CITY ATTORNEY
CITY OF VALLEJO
CITY HALL
VALLEJO, CALIFORNIA 94590

December 13, 1974

SUBJECT: Master Lease Between City of Vallejo and Greater Vallejo Recreation District

TO: The Honorable Mayor and
Members of the City Council
City of Vallejo
City Hall
Vallejo, California 94590

For some time the Recreation District and the City have been exploring the possibility of combining all the leases by the City to the District into one Master Lease with substantially identical terms and conditions except as they relate to peculiar circumstances on any particular parcel. It was felt that this sort of arrangement would be mutually beneficial in that the parties would both have a standardized Agreement upon which to rely when dealing with one another in relationship to these properties. The prior leases from the City to the District have had provisions that were often inconsistent and terms that were likewise inconsistent because of the fact that they were each drafted at a different time and by different authors.

We feel that this Master Lease will greatly simplify dealings between the City and the Recreation District in relation to these properties. The Master Lease makes no substantial modification or reduction in the rights of the City of Vallejo over any of the properties included within the Lease.

For the foregoing reasons, we would recommend that the Agreement be approved and that the City Manager be authorized to execute the Agreement. I have been informed by Mr. Albert Lavezzo, Counsel for the Greater Vallejo Recreation District, that the Agreement in its present form has been approved by the Board of Directors of that agency.

At the time this report was prepared for the agenda, a final legal description of all the properties involved in the Master Lease had not been prepared, but such will be distributed to the Council prior to the December 16 meeting.

Very truly yours,

JOHN M. POWERS
City Attorney

LARRY KLOSE
Deputy City Attorney

PLK:cef
Encl.

CITY OF VALLEJO
JOHN M. POWERS
City Attorney

May 15, 1975

Mr. Ted M. Kidder, Administrator
Greater Vallejo Recreation District
395 Amador Street
Vallejo, California 94590

Dear Ted:

Re: Addition of Blue Rock Springs Park to Master Lease

On May 14, 1975, the City Clerk brought to my attention the fact that Blue Rock Springs Park is not covered under the Master Lease between the City and GVRD dated December 20, 1974.

Miss Seeber explained to me that this particular park was overlooked at the time a roster of City lands used for park and recreational purposes was being prepared by her office for incorporation into the Master Lease because there was no outstanding lease with respect to this park.

Miss Seeber researched this matter in her files, and I am enclosing herewith copies of information which reflects the efforts of GVRD in the past to secure a long-term lease of the Blue Rock Springs Park from the City. The most informative document is former City Manager Ficklin's memorandum to the City Council dated March 26, 1964.

I don't imagine that you intended to overlook Blue Rock Springs Park as one of the facilities included within the Master Lease. At the present time, it appears that GVRD is on a month-to-month tenancy with respect to the park. The time would appear opportune to take the steps necessary to incorporate this park into the Master Lease.

Please let us have your thoughts in the matter.

Very truly yours,

JOHN M. POWERS
City Attorney

JMP:cef
Encl.
cc: City Clerk
City Manager
Albert M. Lavezzo, Esquire

Master Lease
City of Vallejo and Greater Vallejo Recreation District

December 13, 1974, Letter from the City Attorney: Master Lease
December 20, 1974, Master Lease
Resolution 74-849, Authorizing the City Manager to sign the Master Lease
May 15, 1975, Addition of Blue Rock Springs Park to Master Lease
May 28, 1975, Letter from GVRD: Blue Rock Springs Park
April 14, 1975, Resolution No. 75-252 N.C., Amendments to the Master Lease

Appendix 1
City Park
Gibson Park
Wilson Park
Monte Vista Library
Little League Park - Florida and Amador
Children's Wonderland
Lake Chabot - Dan Foley Park
Vallejo Community Center, letter from the City Attorney
Richardson Park
Community Services Building
- Resolution 81-10 N.C., GVRD willing to grant six parcels to City of Vallejo
- Resolution 81-848 N.C., GVRD transferred to COV 2.63 acre parcel of land
- April 2, 1984, letter from GVRD: Wilson Park/Lake Dalwigk
- March 26, 1985, Resolution 85-206, authorizing the City Manager to sign Amendment No. 1 to the Lease (March 21, 1985, Amendment to Lease between COV and Vallejo Golf Club)

Declaration of Covenants, Conditions and Restrictions, GVRD and Department of Housing and Urban Development (OSD-413)
First Amendatory Contract (OSD-413)

Master Lease
City of Vallejo and Greater Vallejo Recreation District

Appendix 2
Indenpendence Park
Marina Vista Park
April 10, 1975, Letter of Consideration of leasing Parks to GVRD for maintenance
May 22, 1975, Resolution adopted by GVRD Board of Directors Resolution 75-404 N.C., June 16, 1975 , Appendix 2 to Master Lease

Appendix 3
Beverly Hills Park
Somerset Highlands Park
Blue Rock Springs Park
GVRD Headquarters Building and Grounds
Sheveland Park
March 16, 1977, Letter from the City Attorney
March 21, 1977, Resolution 77-241 N.C.

Appendix 4
Castlewood Park — Cunningham Pool
July 25, 1977, Resolution 77-642 N.C., to record that certain Grant Deed

Master Lease
City of Vallejo and Greater Vallejo Recreation District

Appendix 5
North Vallejo Park
- April 5, 1976, Memorandum of Understand-Operation of North Vallejo Neighborhood Center
- September 12, 1978, Letter from the City Attorney
- September 18, 1978, Resolution No. 78-773, Appendix 5 to the Master Lease

Appendix 6
River Park
Henry Ranch Park
Borges Ranch Park
Glen Cove Waterfront Park (3 Parcels)
- April 9, 1979, Resolution 79-206, Memorandum of Understand (River Park)
- July 18, 1983, Amendment No. 1 to the Development of a Park and Recreational Facility (Shea Homes)
- November 12, 1985, Resolution No. 85-835 N.C., authorizing the City Manager to sign the Appendix 6
- September 18, 1984, Resolution 84-907 N.C., Purchase of property by COV and GVRD
- March 18, 1986, Resolution 86-165 N.C., authorizing the City Manager to sign an addendum to the October 1, 1984, Agreement for Sale and Purchase of Real Property
- April 24, 1986, Addendum to Agreement for Sale and Purchase of Real Property, to GVRD
- January 3, 1984, Ordinance No. 726 N.C. (2d), Establish the Ratio of Acres of Park, Recreation and Open Space Land

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City of Vallejo and Greater Vallejo Recreation District

Appendix 7
City Park
Crest Ranch Park
Richardson Park Annexation
Sky Valley Open Space

- December 31, 1974, Agreement for Improvement of School Grounds for Expanded Park and Recreation Use
- January 13, 1975, Ordinance No. 266 N.C. (2d), School Grounds Improvement Trust Fund
- July 18, 1983, Resolution No. 83-495, $174,000 from CDBG, for the restoration of City Park by GVRD
- October 4, 1983, Resolution 83-681 N.C., Three Year Community Development Plan
- December 9, 1983, Letter from GVRD: Park Dedication Ordinance
- December 28, 1983, Letter from the City Attorney: Amendment to Park, Recreation and Open Space Dedication Ordinance

Master Lease
City of Vallejo and Greater Vallejo Recreation District

Appendix 8

February 10, 1965, Lease 4115, GVRD and the Vallejo Parent Nursery School

July 1, 1989, Lease, GRVD and the Vallejo Parent Nursery School

Appendix 9
Norman C. King South Vallejo Community Center

April 11, 1983, Resolution 83-219 N.C., $37,500. allocation from CDBG Funds

May 23, 1983, Agreement between City of Vallejo and GVRD

July 18, 1983, Resolution 83-494 N.C. Amendment No. 1 to the Agreement

Notary page (not attached to any pages)

Appendix 10
Washington Park

April 12, 1982, Resolution 82-210 N.C., a Needs Report (rehabilitation of Washington Park)

Appendix 11
Cimarron Hills Subdivision

May 1, 1982, Resolution 82-7, adopted by the GVRD Board

May 17, 1982, Resolution 82-295 N.C. Title 3, Chapter 3.18 of the Vallejo Municipal Code

May 18, 1982, Agreement for the Development of A Park and Recreational Facility

May 16, 1983, Resolution 83-339 N.C., recorded Grant Deed Cimarron Hills

APPENDIX I

The parties to the within Lease Agreement hereby designate the following properties as subject to said Lease, together with specific covenants relative to any of said properties.

1. CITY PARK

All that certain real property lying and being in the City of Vallejo, County of Solano, State of California, particularly described as follows:

> Block number four hundred and forty-two (442) as shown and delineated on the official map of said Vallejo, made by E. H. Rowe, Surveyor, and filed for record in the Office of the County Recorder of said County, on September 19, 1868, in book 1 of maps, page 123.

2. GIBSON PARK

All that certain real property lying and being in the City of Vallejo, County of Solano, State of California, particularly described as follows:

> Lots one (1), two (2), three (3), four (4), five (5), six (6), seven (7), and eight (8) in Block number three hundred and fifty-six (356), Ten Acre Subdivision Number fifty-one (51); Lots six (6), seven (7), eight (8), and nine (9), and the north thirty (30) feet of lots five (5) and ten (10) in Block Number three hundred thirty-three (333) Ten Acre Subdivision Number fifty-one (51); and the abandoned portion of Winton Alley and Carolina Street abutting said properties, according to the official map of said city, made by E. H. Rowe, Surveyor, and filed for record in the Solano County Recorder's Office on September 19, 1868, in book 1 of maps, page 123.

3. WILSON PARK

All that certain real property lying and being in the City of Vallejo, County of Solano, State of California, particularly described as follows:

> All of Block Number Eight Hundred and Eleven (811), except Lots Number one (1) and two (2); all of Block Number Eight Hundred and Twelve (812); all of Block Number Eight Hundred and Thirteen (813); all of Block Number Eight Hundred and Thirty-two (832); and all of Block Number Eight Hundred and Thirty-three (833); according to the official map of said city filed in the Recorder's Office of said Solano County, in book 1 of maps, page 123, on September 19, 1868, made by E. H. Rowe, Surveyor.

4. MONTE VISTA LIBRARY

All that certain real property situate in the City of Vallejo, County of Solano, State of California, described as follows:

5

COMMENCING at a point on the Southeastern line of El Camino Real, said point being the Northwestern corner of Lot Numbered 1 as said El Camino Real and said Lot are shown on that certain map entitled: "Map of Vista de Vallejo, etc.", hereinafter referred to; thence along the Western boundary line of said Lot Numbered 1, S 0° 09' West, 66.38 feet to the Southwestern corner thereof; thence along the Southern Boundary line of said Map of Vista De Vallejo, N 89° 38' 40" West, 40.50 feet to the point of intersection thereof with the Western line of Amador Street, as said street is shown on the aforesaid map; thence North 0° 10' East, 14.49 feet, thence Northeasterly and tangent to the last mentioned course, along the arc of a circle to the right with a radius of 35.77 feet, a distance of 27.36 feet; thence Northeasterly along the arc of a compound circle to the right with a radius of 250 feet a distance of 40.79 feet to the point of commencement.

Being a portion of El Camino Real as said El Camino Real is delineated and so designated on that certain map entitled: "MAP OF VISTA DE VALLEJO, SOLANO COUNTY, CALIF.", filed October 3rd, 1932 in the Office of the County Recorder of Solano County, California, in Book 7 of Maps, page 36.

5. LITTLE LEAGUE PARK - FLORIDA AND AMADOR

All that certain real property situate in the City of Vallejo, County of Solano, State of California, and more particularly described as follows:

Beginning at the point of intersection of the eastern boundary line of Southern Pacific Railroad right-of-way with the direct extension westerly of the southern line of Florida Street as said Florida Street is shown and designated on that certain map entitled, "Map of the City of Vallejo, surveyed by E. H. Rowe, C. E., filed for record September 19, A. D. 1868, in the Solano County Recorder's Office, and now appearing of record in Liber 1 of Maps, Page 123, Solano County Records, said eastern boundary line of Southern Pacific Railroad right-of-way being as described in that certain deed from W. K. Hudson et al, grantors to California Pacific Railroad, Grantee, dated August 9, 1867, and filed for record April 9, 1868, in the Solano County Recorder's Office, and now appearing of record in Book of Deeds A-1 at Page 86, Solano County Records; and running thence easterly along said direct extension of the southern line of Florida Street and the southern line of said Florida Street, 281.3 feet; thence south 5°-21' east, 319.3 feet; thence S 88°-54' W, 242.2 feet, more or less, to the point of intersection thereof with said eastern boundary line of Southern Pacific Railroad right-of-way; thence northerly along said eastern boundary line of Southern Pacific Railroad right-of-way to the point of beginning.

6. CHILDREN'S WONDERLAND

All that certain real property situate in the City of Vallejo, County of Solano, State of California, described as follows:

Beginning at the northwesterly corner of Lot 4 of Block 356A, as said lot is shown and delineated on that certain map entitled: "MAP OF SUBDIVISION OF TEN ACRE LOT NO. 51", now appearing of record in the Office of the County Recorder of Solano County, California, in Book 3 of Maps, Page 21; thence easterly along the northerly line of lots 4 and 5 of said Block and subdivision, a distance of 237.6 feet to the northeasterly corner of said Lot 5, said point being on the westerly line of Contra Costa Street, as said street is shown on said subdivision of Ten Acre Lot No. 51; thence southerly, along said westerly line of Contra Costa Street, a distance of 334.2 feet to a point which is 10 feet northerly of the northeast corner of Lot 11 of Block 333A of said subdivision; thence westerly along a line parallel to and 10 feet northerly of the northerly lines of Lots 11 and 4 of Block 333A, a distance of 237.6 feet; thence northerly along the westerly line of Blocks 333A and 356A, a distance of 334.2 feet to the point of beginning; containing 1.82 acres, more or less.

7. LAKE CHABOT - DAN FOLEY PARK

A. Description

All that certain real property situate in the City of Vallejo, County of Solano, State of California, particularly described as follows:

A portion of that certain 400.82 acre parcel of land as described in deed to the City of Vallejo, a municipal corporation, dated 5 January, 1946, and recorded in Book 337 of Official Records, page 337, Solano County Records, described as follows:

Commencing at a one inch iron pipe at the southwesterly corner of said 400.82 acre parcel of land; thence N. 0 degrees 30' E., 882.32 feet to the point of beginning of the parcel described herein; thence from said point of beginning N. 0 degrees 39' E., 758.05 feet; thence N. 33 degrees 06' W., 2117.88 feet; thence W. 50.16 feet; thence N. 0 degrees 35' E., 658.9 feet to the southerly right-of-way line of State Highway X-SOL-208-B; thence continuing along said southerly right-of-way line along a curve to the right of radius 2960.00 feet through a central angle 7 degrees 24' 30", a distance of 191.63 feet; thence S. 77 degrees 35' 30" E., 407.69 feet; thence leaving said State Highway right-of-way line S. 33 degrees 06' E., 400.00 feet, more or less, to the high water line of Lake Chabot; thence Westerly and southeasterly and easterly along a meandering line following said high water line along the dam and southerly shore of Lake Chabot to the point of intersection thereof with an angle point on the boundary line of Parcel No. 3, as described in a lease between the City of Vallejo and the Vallejo Golf Club; thence along said golf club boundary line S. 85 degrees 48' 45" W., 230.00 feet; thence S. 44 degrees 16' 30" W., 521.90 feet; thence S. 21 degrees 36' W., 1086.00 feet to the southern boundary line of said 400.82 acre

parcel of land; thence N. 89 degrees 35' W. along said southern boundary line 45.10 feet; thence N. 46 degrees 49' W. 1299.41 feet to the point of beginning and containing 65 acres, more or less.

The hereinabove described parcel of land shall exclude that certain 2.6 acre parcel of land leased to the Vallejo Rod and Gun Club under lease with the City of Vallejo, dated July 1, 1954.

The hereinabove described parcel of land shall exclude that certain parcel of land at the northwest corner thereof which is used by the City of Vallejo as sludge lagoons and roadways in connection with the Fleming Hill Water Treatment Plant.

The hereinabove described parcel of land shall be subject to existing pipe lines, pumping plants and electrical facilities which now exist or which hereafter may be installed by the City of Vallejo on said property.

In addition to the above description, this lease shall include the surface rights to Lake Chabot for recreational uses, as approved in the Master Plan for the use of said area.

B. Covenants Peculiar to the Premises

1. The Lessee shall at its expense maintain, repair and/or improve the dam located upon the premises, its abutment and appurtenances, including the spillway, spillway bridge and roadway on the dam, at all times in the manner requested by the Lessor. It being understood that it is the intention of this condition to insure prompt compliance with the instructions and directives received by the Lessor from the State Division of Dams and/or other agencies having control of the dam and its appurtenant facilities.

2. It is agreed that the Lessee shall not move or remove any earth, nor construct nor alter any structures, or appurtenances, nor remove nor plant any shrubs, trees or other growing thing on the dam, its abutments or appurtenances, unless the Lessor gives approval of the specific action in writing.

3. It is agreed that the water level of Lake Chabot shall be maintained according to that certain agreement entered into for the purpose on April 1, 1970, by Lessor, Lessee and the Vallejo Golf Club, a California nonprofit corporation, together with all amendments thereto now or hereafter adopted.

8. VALLEJO COMMUNITY CENTER

All that certain real property situate in the City of Vallejo, County of Solano, California, more particularly described as follows:

> Lots 10, 11, 12, 13, 14, the portion of Lot 9 lying easterly of the Southern Pacific Railroad and that portion of Lot 15 lying westerly of Amador Street, Block 290 as said Lots and Block are shown on that certain map entitled, MAP OF THE CITY OF VALLEJO surveyed by E. H. Rowe, filed for record on September 19, 1868, in the Solano County Recorder's office in Book 1 of Maps, Page 123.

9. RICHARDSON PARK

All that certain real property situate in the City of Vallejo, County of Solano, California, more particularly described as follows:

> Beginning at an iron pipe monument located at the southerlymost corner of Lot 72 as said Lot is shown on that certain map entitled, PARKRIDGE, VALLEJO, SOLANO COUNTY, CALIFORNIA, filed for record on September 11, 1968, in the Solano County Recorder's office in Book 24 of Maps, at Page 28; thence North 86° 58' 38" East, 60.37 feet to a point on the westerly line of North Camino Alto; thence along said line of North Camino Alto South 24° 47' 06" West, 43.71 feet; thence leaving said line of North Camino Alto along the northerly boundary of that certain map entitled, FINAL MAP OF WOODSIDE, CITY OF VALLEJO, COUNTY OF SOLANO, CALIFORNIA, recorded April 13, 1972, in the Solano County Recorder's office in Book 26 of Maps, at Page 21, the following courses: North 73° 38' 46" West, 598.26 feet; South 76° 41' 50" West, 514.70 feet; North 04° 34' 21" West, 446.92 feet; thence leaving said boundary of Woodside the following courses: North 77° 51' 36" East, 228.72 feet; North 4° 34' 21" West, 332.09 feet; North 85° 23' 40" East, 31.58 feet; North 4° 36' 20" West, 13.44 feet; along a curve normal to the preceding course with a radius of 465 feet and a subtended angle of 36° 41' 10", an arc distance of 297.74 feet, South 61° 17' 20" East, 156.54 feet; South 86° 31' 08" East, 329.21 feet; South 28° 26' 43" East, 264.08 feet to a point on the westerly line of Parkridge Subdivision; thence along said westerly line of Parkridge the following courses: South 06° 16' 17" West, 230.08 feet; South 89° 06' 13" East, 142.90 feet; South 00° 03' 47" East, 84.80 feet; South 88° 11' 25" East, 79.71 feet; thence South 00° 44' 43" East, 101.09 feet to the Point of Beginning.

10. COMMUNITY SERVICES BUILDING

Said premises being located on that certain real property situate in the City of Vallejo, County of Solano, California, more particularly described as follows:

A portion of Lots 5, 6, 7, 14 and 15, Block 332, as said Lots and Block are shown on that certain map entitled, MAP OF THE CITY OF VALLEJO surveyed by E. H. Rowe, recorded on September 19, 1868, in the Solano County Recorder's office in Book 1 of Maps, Page 123.

11. HANNS MEMORIAL PARK

A. Description

Parcel "A" - Park Area. Being a portion of land of James J. Archer, et al., containing 63.21 Acres situate in portions of Sections 7 and 8, T3N, R3W, M.D.B. and M; said portion being more particularly described as follows, to-wit:

Beginning at a point, said point being the northeast corner of Lot 19 as shown on that certain map entitled, "Skyview Subdivision Unit 5" filed on December 15, 1965 in Book 22 of Maps at Page 71 in the office of the Recorder of Solano County, California; thence from said point, along the northerly line of said subdivision North 89° 30' 48" West, 163.00 Feet; South 51° 35' 57" West, 221.68 Feet; South 62° 08' 02" West, 60.00 Feet; thence southerly 27.63 Feet on the arc of a curve concave to the east with a radius of 330.00 Feet and a central angle of 4° 32'; thence South 57° 16' West, 88.00 Feet; North 72° 35' West, 112.00 Feet; and North 53° 44' West, 140.00 Feet to a point; thence leaving said northerly line of Skyview Subdivision Unit 5 and continuing on the northerly and easterly lines of Skyview Subdivision Unit 6 as shown on that certain map filed on September 24, 1968 in Book 24 of Maps at Page 31 in the office of the Recorder of Solano County, California; thence continuing from abovesaid point North 50° 44' West, 141.00 Feet; North 42° 16' East, 80.00 Feet; North 34° 16' East, 80.00 Feet; North 27° 48' East, 205.00 Feet; North 54° 18' East, 68.00 Feet; and North 17° 50' 33" East, 117.78 Feet to a point; thence leaving said easterly line of Skyview Subdivision Unit 6 South 80° 07' 17" East, 503.15 Feet to a point on the common line, with land of Joanne Goheen on the east and of James J. Archer, et al. on the west, thence along said line South 0° 29' 12" West, 341.59 Feet to the Point of Beginning.

Containing 7.42 Acres, more or less.

Parcel "B" - Sherwood Forest. Being a portion of land of James J. Archer, et al., containing 63.21 Acres situate in portions of Sections 7 and 8, T3N, R3W, M.D.B. and M; said portion being more particularly described as follows, to-wit:

Beginning at a point, said point being the northeast corner of Lot 19 as shown on that certain map entitled, "Skyview Subdivision Unit 5" filed on December 15, 1965 in Book 22 of Maps at Page 71; thence North 0° 29' 12" East, 341.59 Feet to the True Point of Beginning of below described Parcel "B"; thence North 80° 07' 17" West, 503.15 Feet to a point on the easterly

boundary of Lot 24 as shown on that certain map entitled, "Skyview Subdivision Unit 6" filed for record on September 24, 1968 in Book 24 of Maps at Page 31, in the Solano County, California Recorder's Office; thence along said line North 17° 50' 33" East, 94.82 Feet to the northeasterly corner of Lot 23 depicted on abovesaid map; thence leaving said subdivision, North 17° 50' 33" East, 100.00 Feet; North 8° 00' 52" West, 288.70 Feet, North 68° 43' 27" West, 230.00 Feet; North 21° 16' 33" East, 551.00 Feet to the southerly line of Redwood Street, (future); thence North 21° 16' 33" East, 40.62 Feet to the centerline of said street; thence along said centerline South 78° 43' 27" East, 494.75 Feet to a point on the line between land of Joanne Goheen on the east and of James J. Archer, et al on the west; thence South 0° 29' 12" West, 40.72 Feet to the southerly line of aforesaid Redwood Street; thence South 0° 29' 12" West, 1054.98 Feet to the True Point of Beginning.

Containing 13.56 Acres, more or less.

B. Covenants Peculiar to the Premises

Said Parcel B is let to Lessee subject to all covenants, conditions, and restrictions contained in that certain deed to the City of Vallejo dated June 7, 1973, being deed No. 22475, in book 1852, page 128 of the records of the Recorder of Solano County.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the 20th day of DECEMBER, 1974.

LESSOR:

CITY OF VALLEJO,
a municipal corporation

By Gerald R. Davis
GERALD R. DAVIS
City Manager

APPROVED AS TO LEGAL FORM:

By Paul Lansemann
CITY ATTORNEY

Attest Helen G. Seeber
HELEN G. SEEBER
City Clerk

GVRD LEGAL COUNSEL

LESSEE:

GREATER VALLEJO RECREATION DISTRICT,
a recreation and park district of
the State of California

By [illegible]
Chairman, Board of Directors

Attest Dorothy E. Nichols
District Secretary

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE.
DATE: 9/4/85
ATTEST: Mildred R. Watson
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE
COUNCIL OF THE CITY OF VALLEJO

RESOLUTION NO. 81-848 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

WHEREAS, by deed dated October 16, 1981, the Greater Vallejo Recreation District (G.V.R.D.) transferred to the City of Vallejo (City) a 2.63 acre parcel of land situated in south Vallejo, near Wilson Park, which deed has heretofore been recorded; and

WHEREAS, on a portion of this parcel will be constructed a portion of the Maryland Street Extension Project; and

WHEREAS, the City will sign an Amendatory Contract with the Department of Housing and Urban Development, the terms of which provide that the remainder of the 2.63 acre parcel is encumbered by certain open space conditions as more fully set forth in Contract No. OSD-413(G), as amended, between G.V.R.D., the City, and HUD, a copy of which will be on file in the City Clerk's office; and

WHEREAS, because of the existence of these open space conditions on the remainder of the 2.63 acre parcel, the sale, lease, or other transfer of the remainder or any interest therein is subject to the prior approval of the Secretary of Housing and Urban Development; and

WHEREAS, HUD is desirous that notice of these conditions and the restriction on sale or other transfer be recorded in the Office of the Solano County Recorder; now therefore,

BE IT RESOLVED, that the City Manager of the City of Vallejo is hereby authorized and directed to execute Amendatory Contract No. OSD-413(G) in two (2) counterparts on behalf of the City of Vallejo and the City Clerk is hereby authorized and directed to impress and attest the official seal of the City on each such counterpart and to forward such counterparts to the Department of Housing and Urban Development, for execution on behalf of the Government together with such other documents relative to the approval and execution of such counterparts as may be required by the Government.

BE IT FURTHER RESOLVED, that the City acknowledges that the

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: Dec. 15, 1981
ATTEST: Michaela Tower
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

real property, described in Exhibit "A" attached hereto and incorporated herein by reference, will be encumbered by certain open space conditions as more fully set out in Contract No. OSD-413(G), as amended, between G.V.R.D., the City and HUD, a copy of which will be on file with the City Clerk's office, and that the sale, lease or other transfer of the real property described in Exhibit "A", or any interest therein, is subject to the prior approval of the Secretary of Housing and Urban Development.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to record a Declaration of Restrictions with Exhibit "A" attached, signed by the City Manager, in the Office of the County Recorder of Solano County, which Declaration reflects the restrictions mentioned above.

ADOPTED by the Council of the City of Vallejo at a regular meeting held December 14, 1981, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Kondylis and Sibley

NOES: None

ABSENT: Councilmember Keith, excused

/s/ Terry A. Curtola, Jr.
TERRY A. CURTOLA, JR., MAYOR

ATTEST: /s/ Mildred R. Watson
MILDRED R. WATSON, CITY CLERK

RESOLUTION NO. 81-10

Whereas, the City of Vallejo is preparing to undertake a project known as the Maryland Street Extension Project, and

Whereas, as part of this project the City requires certain properties in the Wilson Park vicinity in Vallejo, California, and

Whereas, the properties required by the City of Vallejo consist of six parcels owned by the Greater Vallejo Recreation District: Lots 8 and 16 in Blocks 753, 773 and 793, and

Whereas, these six parcels were acquired by the Greater Vallejo Recreation District with funds through a Federal Open Space Grant No. OSA-236, U. S. Department of Housing and Urban Development,

Be it, therefore, resolved that the Greater Vallejo Recreation District is willing to execute a grant deed for these six parcels to the City of Vallejo, subject to the U. S. Department of Housing and Urban Development's approval of: (1) a transfer of interest in the property to the City of Vallejo, and (2) the conversion (substitution) of the open space use restriction to other nearby land.

* *

I, Judy P. Harrington, Chairman of the Board of Directors of the Greater Vallejo Recreation District, do hereby certify the above and foregoing resolution was regularly introduced, passed and adopted by said Board at a regular meeting held the 14th day of October 1981 by the following vote:

Aye: Directors James C. Derr, Norman C. King, LaDell Montgomery, Judy P. Harrington

Noe: None

Absent: Director Anthony Puleo

Witnessed my hand and the seal of said Board on the 14th day of October 1981.

Judy P. Harrington

All of that real property situate in Vallejo, Solano County, California, being all of that certain parcel of land conveyed to the Greater Vallejo Recreation District by Deed recorded in Book 1065 O.R. page 233, Solano County Records together with a portion of Beach Street conveyed to Greater Vallejo Recreation District by abandonment proceedings of record in Book 1515 O.R. at page 687, Solano County Records, as said Beach Street is shown on the Official Map of the City of Vallejo made by E.H. Rowe, C.E. and recorded September 19, 1868 in Book 1 of Maps at page 123, Solano County Records, bounded and more particularly described as follows:

Beginning at the intersection of the centerline of Beach Street and the Southwesterly right of way line of Stewart Street as said streets are shown on said Official Map of the City of Vallejo; thence along the Northeasterly boundary of said parcels of land conveyed to the Greater Vallejo Recreation District herein referred to South 35° 38' 34" East, 513.50 feet more or less to the most Easterly corner of said parcel of land conveyed to Greater Vallejo Recreation District recorded in Book 1065 O.R. at page 233; thence along said boundary South 54° 21' 26" West, 223 feet more or less to the most Southerly corner thereof; thence along the Southwesterly boundary of said parcel of land conveyed to Greater Vallejo Recreation District North 35° 38' 34" West, 513.50 feet more or less to the centerline of said Beach Street; thence along said centerline North 54° 21' 26" East, 223 feet more or less to the point of beginning, containing 114,511 square feet (2.63 acres) of land, more or less.

EXCEPTING THEREFROM the following desribed parcel of land:

Beginning at a point which lies South 54° 21' 26" West, 141.23 feet from the above described intersection of the centerline of Beach Street and the Southwesterly right of way line of Stewart Street; thence Southeasterly 108.08 feet along a curve concave to the Southwest having a radius of 800.00 feet from a point whose radial bears South 22° 57' 38" West, through a central angle of 7° 44' 26"; thence South 58° 07' 38" East, 259.70 feet to a point on the Northeasterly boundary of the above described 2.63 acre parcel of land; thence along said Northeasterly boundary South 35° 38' 34" East, 177.77 feet to the most Easterly corner thereof; thence along the Southeasterly boundary of said parcel South 54° 21' 26" West, 30.00 feet; thence Northwesterly 68.24 feet along a curve concave to the Northeast having a radius of 807.00 feet from a point whose radial bears North 25° 51' 20" East through a central angle of 4° 50' 43"; thence North 58° 57' 51" West, 342.28 feet; thence Northwesterly 62.27 feet along a curve concave to the Southwest having a radius of 695.00 feet from a point whose radial bears South 30° 42' 04" West, through a central angle of 5° 08' 00" to a point on the Southwesterly boundary of said 2.63 acre parcel

of land hereinabove described; thence along said boundary North 35° 38' 34" West, 82.06 feet to the most Westerly corner thereof; thence along the Northwesterly boundary of said parcel North 54° 21' 26" East, 73.77 feet to the point of beginning, containing 49,211 square feet (1.297 acres) of land, more or less.

The net parcel of land hereinabove described contains 65,300 square feet (1.4991 acres) of land, more or less, unencumbered by street improvements for Maryland Street Extension.

EXHIBIT "A"

GREATER VALLEJO RECREATION DISTRICT

(707) 642-7556

395 AMADOR STREET • VALLEJO, CA 94590

Richard T. Conzelmann
ADMINISTRATOR

1053

APR 3 1984

April 2, 1984

Mr. Ted A. MacDonell
City Manager
City of Vallejo
P. O. Box 3068
Vallejo, CA 94590

Re: Wilson Park/Lake Dalwigk

Dear Ted:

At the March 29 special meeting of your Community Development Commission, the Greater Vallejo Recreation District made a presentation as the lead agency for the City of Vallejo, the Vallejo Sanitation and Flood Control District and ourselves concerning the development of the Wilson Park/Lake Dalwigk area.

As you know, this "new" entrance to the city of Vallejo is a very high priority project for all three public agencies. Our district's major concern, of course, is the park development improvements; the sanitation district's major concern is the flood retention pond; and most importantly, the city's is the impact and coordination of the entire project because of the image it projects to all coming in to the city of Vallejo.

GVRD has recently completed interviews towards the selection of a master plan team to begin the design work for this entire project. We anticipate our board will award this contract at their next regular meeting of April 11.

In addition to incurring the financial obligation for the development of the master plan, our board is being asked to re-program and approve the inclusion of $125,000 in the 1984-85 budget towards the implementation of this important project.

Our request to the Community Development Commission was for a match of $125,000 to be included in the third year of the three-year Community Development Block Grant program.

RESOLUTION NO. 85-206

BE IT RESOLVED, by the City Council of the City of Vallejo, as follows:

THAT the City Manager is authorized to sign, and the City Clerk to attest, to Amendment No. 1 to the Lease, dated November 27, 1972, between the City of Vallejo and the Vallejo Golf Club, a copy of which Amendment is attached to this resolution.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on March 26, 1985, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, and Pierce

NOES: None

ABSENT: Councilmember Kondylis, excused

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

1185

OFFICE OF THE CITY ATTORNEY
CITY OF VALLEJO
CITY HALL
VALLEJO, CALIFORNIA 94590

March 21, 1985

SUBJECT: Amendment to Lease Between City and the Vallejo Golf Club

TO: The Honorable Mayor and
Members of City Council
City of Vallejo
City Hall, 555 Santa Clara St.
Vallejo, CA 94590

On November 27, 1972, the City and the Vallejo Golf Club entered into a 25 year lease by which the City has leased to the Club three parcels of property on which the Club operates and maintains three golf courses. Parcel II of these three parcels is the Lake Chabot Golf Course.

Pursuant to the Agreement to resolve the City's eminent domain action against the Club, City and Club agreed to enter into an amendment to the lease by which Parcel II would be deleted from the lease.

Attached is the lease amendment to accomplish that part of the Agreement. Also attached is a resolution authorizing the City Manager to sign the Amendment.

If there are questions concerning this item, please feel free to call on us.

Very truly yours,

JOHN M. POWERS
City Attorney

Michael H. Roush

MICHAEL H. ROUSH
Assistant City Attorney

MHR/bls
attach.
cc: Michael B. Lynch
City Manager
James Moelk
Clarence Marshall

AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE, made and entered into at Vallejo, California this 1st day of April, 1985, by and between the City of Vallejo, a Municipal Corporation, hereinafter referred to as VALLEJO, and the Vallejo Golf Club, a non-profit corporation, incorporated under the laws of the State of California, hereinafter referred to as CLUB.

W I T N E S S E T H:

WHEREAS, on November 27, 1972, VALLEJO and CLUB entered into a Lease, by which VALLEJO leased to CLUB certain described parcels of real property in the City of Vallejo for the purpose of CLUB's operating and maintaining thereon three public golf courses; and

WHEREAS, VALLEJO and CLUB have entered into an Agreement to resolve certain litigation between them (concerning eminent domain) and by the terms of said Agreement, the parties have agreed to delete Parcel II, as described in the lease, and to delete all references in the lease to said Parcel II.

Now, therefore,

IT IS HEREBY AGREED that the Lease dated November 27, 1972, between VALLEJO and CLUB is amended as follows:

A. Parcel II, Lake Chabot, as that parcel is described on pages 2 and 3 of said Lease, is hereby deleted from the Lease.

B. Paragraphs 13, 14, and 15 of said Lease (all of which pertain to Parcel II) are deleted in their entirety from the Lease.

IT IS FURTHER AGREED that except as provided above, all terms and coditions set forth in the Lease are hereby continued in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Lease on the date set forth above.

CITY OF VALLEJO, a
Municipal Corporation

APPROVED AS TO FORM:

JOHN M. POWERS
City Attorney

BY _____
MICHAEL B. LYNCH
City Manager

BY _____
MICHAEL H. ROUSH
Assistant City Attorney

ATTEST _____
MILDRED R. WATSON
City Clerk

VALLEJO GOLF CLUB, a
Non-profit Corporation

BY _____
President

ATTEST _____
Secretary

PG 90575

Recorded at the Request of:

THE CITY OF VALLEJO

When Recorded, Mail to:

THE CITY OF VALLEJO
P.O. Box 3068
Vallejo, CA 94590

52324

BOOK DEC 16 1981

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on December 15th, 1981, by the CITY OF VALLEJO, a municipal corporation, hereafter referred to as "City".

1. City is the owner in fee simple of that certain real property situated in the County of Solano, State of California, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

2. City hereby declares that the above mentioned real property is encumbered by certain covenants, conditions and restrictions as more fully set forth in Contract No. OSD-413(G), as amended, between the Greater Vallejo Recreation District, the City, and the Department of Housing and Urban Development. A copy of said contract, as amended, is on file with the Office of the City Clerk.

3. In particular, City declares that the sale, lease, or other transfer of the real property described in Exhibit "A", or any interest therein, is subject to the prior approval of the Secretary of Housing and Urban Development.

4. This Declaration shall constitute covenants to run with the land and shall be binding on City, its successor or assigns, and all subsequent owners of all or any part of the described real property.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written.

CITY OF VALLEJO,
a Municipal Corporation

BY Ted A. MacDonell
TED A. MacDONELL
City Manager

ATTEST Mildred R. Watson
MILDRED R. WATSON
City Clerk

APPROVED:

JOHN M. POWERS
City Attorney

BY Michael H. Roush
MICHAEL H. ROUSH
Assistant City Attorney

Where
is
? ? 90576 ? ?
?

All of that real property situate in Vallejo, Solano County, California, being all of that certain parcel of land conveyed to the Greater Vallejo Recreation District by Deed recorded in Book 1065 O.R. page 233, Solano County Records together with a portion of Beach Street conveyed to Greater Vallejo Recreation District by abandonment proceedings of record in Book 1515 O.R. at page 687, Solano County Records, as said Beach Street is shown on the Official Map of the City of Vallejo made by E.H. Rowe, C.E. and recorded September 19, 1868 in Book 1 of Maps at page 123, Solano County Records, bounded and more particularly described as follows:

Beginning at the intersection of the centerline of Beach Street and the Southwesterly right of way line of Stewart Street as said streets are shown on said Official Map of the City of Vallejo; thence along the Northeasterly boundary of said parcels of land conveyed to the Greater Vallejo Recreation District herein referred to South 35° 38' 34" East, 513.50 feet more or less to the most Easterly corner of said parcel of land conveyed to Greater Vallejo Recreation District recorded in Book 1065 O.R. at page 233; thence along said boundary South 54° 21' 26" West, 223 feet more or less to the most Southerly corner thereof; thence along the Southwesterly boundary of said parcel of land conveyed to Greater Vallejo Recreation District North 35° 38' 34" West, 513.50 feet more or less to the centerline of said Beach Street; thence along said centerline North 54° 21' 26" East, 223 feet more or less to the point of beginning, containing 114,511 square feet (2.63 acres) of land, more or less.

EXCEPTING THEREFROM the following desribed parcel of land:

Beginning at a point which lies South 54° 21' 26" West, 141.23 feet from the above described intersection of the centerline of Beach Street and the Southwesterly right of way line of Stewart Street; thence Southeasterly 108.08 feet along a curve concave to the Southwest having a radius of 800.00 feet from a point whose radial bears South 22° 57' 38" West, through a central angle of 7° 44' 26"; thence South 58° 07' 38" East, 259.70 feet to a point on the Northeasterly boundary of the above described 2.63 acre parcel of land; thence along said Northeasterly boundary South 35° 38' 34" East, 177.77 feet to the most Easterly corner thereof; thence along the Southeasterly boundary of said parcel South 54° 21' 26" West, 30.00 feet; thence Northwesterly 68.24 feet along a curve concave to the Northeast having a radius of 807.00 feet from a point whose radial bears North 25° 51' 20" East through a central angle of 4° 50' 43"; thence North 58° 57' 51" West, 342.28 feet; thence Northwesterly 62.27 feet along a curve concave to the Southwest having a radius of 695.00 feet from a point whose radial bears South 30° 42' 04" West, through a central angle of 5° 08' 00" to a point on the Southwesterly boundary of said 2.63 acre parcel

of land hereinabove described; thence along said boundary North 35° 38' 34" West, 82.06 feet to the most Westerly corner thereof; thence along the Northwesterly boundary of said parcel North 54° 21' 26" East, 73.77 feet to the point of beginning, containing 49,211 square feet (1.297 acres) of land, more or less.

The net parcel of land hereinabove described contains 65,300 square feet (1.4991 acres) of land, more or less, unencumbered by street improvements for Maryland Street Extension.

EXHIBIT "A"

FIRST AMENDATORY CONTRACT AMENDING A CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND FOR OPEN-SPACE PURPOSES UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

Project No. Calif. OSD-413
Contract No. Calif. OSD-413 (G)

THIS FIRST AMENDATORY CONTRACT made and entered into on the date hereinbelow specified, by and between Greater Vallejo Recreation District, City of Vallejo ("Public Bodies"), and the United States of America ("Government"), WITNESSETH:

WHEREAS, the Greater Vallejo Recreation District and Government entered into that certain Contract for Grant To Acquire and/or Develop Open-Space Land No. Calif. OSD-413 (G) dated the 2nd day of December, 1971 ("Existing Contract"), and the City of Vallejo desires to contribute land to and be a party to the Existing Contract, and it now appears that the Existing Contract should now be amended:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and in the Existing Contract, the parties hereto do agree as follows:

(1) Section 2(a) of the Existing Contract is hereby amended by deleting from the Project the following parcels:

(a) All that portion of Lots 8 and 16 in Block Seven Hundred and Seventy-Three (773), as the same is shown on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and which map was filed for record in the Office of the County Recorder of Solano County, California, September 19th, 1868, in Book 1 of Maps, page 123, lying Northerly of Tide Land Survey No. 25-A, Solano County, California.

(b) Lots 8 and 16 in Block 793, as the same are shown on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and which map was filed for record in the Office of the County Recorder of Solano County, California, September 19, 1868, in Book 1 of Maps, page 123.

(c) Lots 8 and 16 in Block 753 and all that portion of Lots 8 and 16 in Block 773 which lies within the bounds of Tide Land Survey No. 25-A all as said lots and blocks are shown on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and which map was filed for record in the Office of the County Recorder of Solano County, California, September 19, 1868, in Book 1 of Maps, page 123.

(2) Section 2(a) of the Existing Contract is hereby further amended by adding to the Project the following parcels which are to be acquired as part of the Project in lieu of parcels described above. Said parcels are hereby incorporated into and made a part of Section 2(a) of the Existing Contract which contains a description of all land to be acquired and/or developed as part of the project:

All of that real property situate in Vallejo, Solano County, California, being all of that certain parcel of land conveyed to the Greater Vallejo Recreation District by Deed recorded in Book 1065 O.R. page 233, Solano County Records together with a portion of Beach Street conveyed to Greater Vallejo Recreation District by abandonment proceedings of record in Book 1515 O.R. at page 687, Solano County Records, as said Beach Street is shown on the Official Map of the City of Vallejo made by E. H. Rowe, C.E. and recorded September 19, 1868 in Book 1 of Maps at page 123, Solano County Records, bounded and more particularly described as follows:

Beginning at the intersection of the centerline of Beach Street and the Southwesterly right of way line of Stewart Street as said streets are shown on said Official Map of the City of Vallejo; thence along the Northeasterly boundary of said parcels of land conveyed to the Greater Vallejo Recreation District herein referred to South 35° 38' 34" East, 513.50 feet more or less to the most Easterly corner of said parcel of land conveyed to Greater Vallejo Recreation District recorded in Book 1065 O.R. at page 233; thence along said boundary South 54° 21' 26" West, 223 feet more or less to the most Southerly corner thereof; thence along the Southwesterly boundary of said parcel of land conveyed to Greater Vallejo Recreation District North 35° 38' 34" West, 513.50 feet more or less to the centerline of said Beach Street; thence along said centerline North 54° 21' 26" East, 223 feet more or less to the point of beginning, containing 114,511 square feet (2.63 acres) of land, more or less.

EXCEPTING THEREFROM the following described parcel of land:

Beginning at a point which lies South 54° 21' 26" West, 141.23 feet from the above described intersection of the centerline of Beach Street and the Southwesterly right of way line of Stewart Street; thence Southeasterly 108.08 feet along a curve concave to the Southwest having a radius of 800.00 feet from a point whose radial bears South 22° 57' 38" West, through a central angle of 7° 44' 26"; thence South 58° 07' 38" East, 259.70 feet to a point on the Northeasterly boundary of the above described 2.63 acre parcel of land; thence along said Northeasterly boundary South 35' 38' 34" East, 177.77 feet to the most Easterly corner thereof; thence along the Southeasterly boundary of said parcel South 54° 21' 26" West, 30.00 feet; thence Northwesterly 68.24 feet along a curve concave to the Northeast having a radius of 807.00 feet from a point whose radial bears North 25° 51' 20" East through a central angle of 4° 50' 43"; thence North 58° 57' 51" West, 342.28 feet; thence Northwesterly 62.27 feet along a curve concave to the Southwest having a radius of 695.00 feet from a point whose radial bears South 30° 42' 04" West, through a central angle of 5° 08' 00" to a point on the Southwesterly boundary of said 2.63 acre parcel of land hereinabove described; thence along said boundary North 35° 38' 34" West, 82.06 feet to the most Westerly corner thereof; thence along the Northwesterly boundary of said parcel North 54° 21' 26" East, 73.77 feet to the point of beginning, containing 49,211 square feet (1.297 acres) of land, more or less.

The net parcel of land hereinabove described contains 65,300 square feet (1.4991 acres) of land, more or less, unencumbered by street improvements for Maryland Street Extension.

(3) The City of Vallejo agrees to be bound along with Greater Vallejo Recreation District by the terms and conditions of the Existing Contract, as amended.

This First Amendatory Contract shall be executed in two counterparts, each of which shall be deemed to be an original First Amendatory Contract, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Public Body has caused this first Amendatory Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this _____ day DEC 17 1981, 198___.

(SEAL)

GREATER VALLEJO RECREATION DISTRICT

ATTEST:

(Signature)

LaDell Montgomery
(Type or Print Name)

Secretary, Board of Directors
(Title)

By (Signature)

Norman C. King
(Type or Print Name)

Chairman, Board of Directors
(Title)

(SEAL)

ATTEST:

(Signature)

Mildred R. Watson
(Type or Print Name)

City Clerk
(Title)

CITY OF VALLEJO

By (Signature)

Ted A. MacDonell
(Type or Print Name)

City Manager
(Title)

UNITED STATES OF AMERICA
Secretary of Housing and
Urban Development

By

Area Manager
San Francisco Area Office

APPENDIX II

The parties hereby append to and incorporate within that certain Master Lease of park and recreational facilities, entered into between the City of Vallejo as Lessor and the Greater Vallejo Recreation District as Lessee on December 20, 1974, the following properties, subject to said Master Lease and to the specific covenants herein recited relative to said properties.

1. INDEPENDENCE PARK

   The real property described in the attached Exhibit "A".

2. MARINA VISTA PARK

   The real property described in the attached Exhibit "B".

COVENANTS PECULIAR TO BOTH PREMISES

1. As part of the consideration for the addition of these premises to the Master Lease, Lessee agrees to make payment for charges for electrical energy accumulated on Pacific Gas & Electric Company Meter No. 37-459-294, or any replacement thereto, representing electrical service for Independence Park and areas adjacent thereto.

2. As a part of the consideration for the addition of these premises to the Master Lease, Lessor agrees to arrange to supply and pay for all electrical energy consumed by electrical installations presently in place in Marina Vista Park.

3. Lessee recognizes that Lessor may find it necessary to modify boundaries and land uses in the area of said parks to accommodate planned construction and, therefore, agrees that Lessor may, upon thirty (30) days written notice, modify the boundaries of, encroach upon the area of, or withdraw from this appendix, either or both said parks in connection with development on adjacent lands now or hereafter owned or controlled by Lessor. In the event that any

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such modification of boundaries or encroachment makes further reasonable use of either said properties as parks impractical, Lessee may, upon thirty (30) days written notice stating reasonable cause therefor, withdraw both said parks from the Master Lease. Such withdrawal shall operate to terminate all covenants contained in the within appendix, but shall not be effective to modify in any way the remainder of the Master Lease. In event of such withdrawal, Lessee covenants to return all portions of said park or parks remaining under its control in as good condition as when received, reasonable wear and tear excepted.

4. In consideration of the obligation assumed by Lessee to maintain and operate said parks, Lessor, City of Vallejo, agrees to waive and hold harmless Lessee from its obligation to pay for City water supplied to those park and recreation facilities within the City wholly owned and operated by Lessee on the date of execution of this appendix, provided said facilities are conducted and held open for park and recreation purposes, and uses appurtenant thereto. Lessor expressly does not waive water service charges for any properties owned by Lessee which are leased, rented or otherwise let to a for-profit business, corporation, partnership or sole proprietorship.

DATED: July 16, 1975

LESSOR;

CITY OF VALLEJO,
a municipal corporation

By Gerald R. Davis
GERALD R. DAVIS
City Manager

Attest Mildred R Watson
MILDRED R. WATSON
City Clerk

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: 9/11/89
ATTEST: Mildred R Watson
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

APPROVED AS TO LEGAL FORM:

/s/ for

CITY ATTORNEY

GVRD LEGAL COUNSEL

LESSEE:

GREATER VALLEJO RECREATION DISTRICT, a recreation and park district of the State of California

By

Chairman, Board of Directors

Attest

District Secretary

LEGAL DESCRIPTION
INDEPENDENCE PARK
(Parcel 616, Marina Vista Project)

Commencing at a concrete monument marking the intersection of the centerline of Mare Island Way with the centerline of Maine Street (A.K.A. Santa Clara Street) as said intersection is shown on that certain Parcel Map filed for record on August 3, 1967, in the Solano County Recorder's Office and now appearing of record in Book 2 of Parcel Maps, at Page 10; thence South 41° 30' 26" East, 66.58 feet along a chord of a curve concave to the Northeast having a radius of 250.68 feet, a subtended angle of 15° 15' 42" and an arc distance of 66.72 feet to a moument on the existing centerline of Mare Island Way; thence South 40° 51' 43" West, 30.00 feet to the West line of Mare Island Way, said point being the True Point of Beginning; thence South 49° 08' 17" East, 132.17 feet along said West line of Mare Island Way; thence leaving said West line of Mare Island Way the following courses: South 51° 46' 07" West, 133.30 feet; North 38° 43' 53" West, 123.60 feet; North 32° 37' 13" West, 228.30 feet; North 57° 22' 47" East, 128.72 feet to the West line of Mare Island Way; thence southeasterly along said West line of Mare Island Way along a curve concave to the Northeast that bears radially North 85° 05' 01" East, having a radius of 280.68 feet, a subtended angle of 44° 13' 18", and an arc distance of 216.63 feet to the True Point of Beginning.

EXHIBIT A

a

LEGAL DESCRIPTION
MEMORIAL PARK
(Parcel 113, Marina Vista Project)

Commencing at the Southwest corner of the intersection of Florida Street and Butte Street as said intersection is shown on that certain Parcel Map filed in the Solano County Recorder's Office on April 20, 1967, in Book 1 of Maps at Page 77; thence North 87° 52' 18" West, 350.00 feet along the South line of Florida Street to the True Point of Beginning; thence leaving said South line of Florida Street the following courses: South 30° 46' 38" East, 330.41 feet; South 2° 07' 42" West, 82.69 feet; South 87° 52' 18" East, 53.50 feet; South 30° 46' 38" East, 343.04 feet; South 87° 52' 18" East, 191.60 feet; North 2° 07' 42" East, 60.00 feet; South 87° 52' 18" East, 409.60 feet; South 2° 07' 42" West, 72.00 feet; North 87° 52' 18" West, 59.60 feet; South 2° 07' 42" West, 8.00 feet; North 87° 52' 18" West, 220.00 feet; South 2° 07' 42" West, 400.00 feet; South 87° 52' 18" East, 220.00 feet; South 2° 07' 42" West, 42.00 feet; South 87° 52' 18" East, 350.00 feet to the West line of Santa Clara Street; thence along said West line of Santa Clara Street, South 2° 07' 42" West, 45.00 feet; thence leaving said West line of Santa Clara Street, the following courses: North 87° 52' 18" West, 155.00 feet; South 2° 07' 42" West, 140.00 feet; North 87° 52' 18" West, 120.00 feet; North 2° 07' 42" East, 140.00 feet; North 87° 52' 18" West, 210.00 feet; South 2° 07' 42" West, 255.00 feet; South 87° 52' 18" East,

EXHIBIT B

210.00 feet; South 2° 07' 42" West, 30.59 feet; North 87° 52' 18" West, 6.00 feet; South 2° 07' 42" West, 47.00 feet; North 87° 52' 18" West, 134.00 feet; South 50° 33' 05" West, 46.94 feet to the East line of the proposed State Freeway; thence along said East line of the proposed State Freeway the following courses: North 39° 26' 55" West, 43.19 feet; North 33° 45' 58" West, 950.19 feet; North 32° 37' 13" West, 202.70 feet; thence northwesterly along a curve concave to the Northeast having a radius of 1911.00 feet, a subtended angle of 18° 21' 58" and arc distance of 612.57 feet to the South line of Florida Street; thence along said South line of Florida Street South 87° 52' 18" East, 103.66 feet to the True Point of Beginning.

RESOLUTION NO. 75-252 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

THAT WHEREAS, the Greater Vallejo Recreation District currently maintains and operates a majority of parks throughout the City of Vallejo; and

WHEREAS, the Marina Vista Park and Independence Park are not included among those maintained by the Greater Vallejo Recreation District; and

WHEREAS, maintenance of all parks throughout the City of Vallejo should be under the jurisdiction of the Greater Vallejo Recreation District in order to provide continuity of park services, now, therefore,

BE IT RESOLVED that the City Council of the City of Vallejo hereby declares their intention of leasing to the Greater Vallejo Recreation District, effective 1 July 1975, the Marina Vista Park and Independence Park for maintenance and operation; and

BE IT FURTHER RESOLVED that in consideration of said maintenance and operation, the City Council hereby declares its intention to waive water bills for parks currently owned, maintained and operated by the Greater Vallejo Recreation District , said parks and consideration to be made a part of an amendment to the Master Lease for Parks with the Greater Vallejo Recreation District to become effective 1 July 1975; and

BE IT FURTHER RESOLVED that the City Attorney and City Manager are hereby directed to prepare said amendment to the

ADOPTED by the Council of the City of Vallejo at a regular

AYES: Councilmen Asera, Bertuzzi, Cunningham, Curtola, Douglas, Dubnoff and Sibley

NOES: None

FLORENCE E. DOUGLAS, MAYOR

ATTEST: HELEN G.SEEBER, CITY CLERK

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ATTACHMENT C

ORIGINAL

FIRST AMENDMENT TO AGREEMENT BETWEEN REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO AND GREATER VALLEJO RECREATION DISTRICT

This First Amendment to Appendix II of the Master Lease made and entered into on July 16, 1975, hereafter referred to as Appendix II, between the Greater Vallejo Recreation District, a Public Recreation and Park District of the State of California, therein referred to as LESSEE and the CITY OF VALLEJO, a Municipal Corporation, therein referred to as LESSOR, is made and entered into on this 13 day of November, 2002.

RECITALS

WHEREAS, a Master Lease was entered into on December 20, 1974, between the City of Vallejo ("City") and the Greater Vallejo Recreation District ("GVRD"); and

WHEREAS, Appendix II of the Master Lease was entered into on July 16, 1975 between the City and the GVRD, which incorporated Independence Park and Marina Vista Park (Parcel 113 of the Marina Vista Project per map filed in the Solano County Recorder's Office on April 20, 1967, in Book 1 at Page 77, hereinafter referred to as Parcel 113) into the Master Lease; and

WHEREAS, at an unspecified date, GVRD began to maintain additional land (Parcel 108 of the Marina Vista Project per map filed in the Solano County Recorder's Office on March 13, 1967, in Book 1 at Page 60, hereinafter referred to as Parcel 108) as part of Marina Vista Park, but Appendix II was not modified to include the land within the boundaries of the park; and

WHEREAS, the City subsequently sold and conveyed Marina Vista Park (Parcel 113) to the Redevelopment Agency of the City of Vallejo ("RDA"), but failed to assign its interest in the Master Lease to the RDA; and

WHEREAS, the Council of the City of Vallejo approved the assignment of the City's interest under the Master Lease, as it relates to Marina Vista Park (Parcel 113), to the RDA on April 16, 2002; and

WHEREAS, the RDA accepted the assignment on April 16, 2002; and

WHEREAS, the covenants contained in Appendix II of the Master Lease permits the Lessor to modify the boundaries of the park for redevelopment purpose; and

WHEREAS, the RDA and GVRD wish to incorporate Parcel 108 into the Marina Vista Park, modify the boundaries of the park to permit the extension of Georgia Street to facilitate redevelopment activities in the Downtown Area and resolve issues concerning the payment of rent for Marina Vista Park;

NOW, THEREFORE, and in consideration of the foregoing and all the mutual covenants and promises herein set forth, the parties agree as follows:

1. Exhibit B (Legal Description of Marina Vista Park) of the Appendix II shall be modified as per the legal description attached as Exhibit A, which is incorporated herein by this reference.

2. GVRD waives its right to thirty (30) days written notice under Paragraph 3 of the section of Appendix II entitled "Covenants Peculiar to Both Premises" as it relates to the modification of the boundaries of Marina Vista Park to permit the extension of Georgia Street to Mare Island Way.

3. GVRD agrees to pay rent of One Dollar ($1.00) per year, payable in advance to the RDA.

4. **Integration.** Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and LESSEE shall perform all duties, obligations and conditions required under the Agreement.

5. **Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Amendment and Appendix II, the provisions of this Amendment shall control in all respects.

6. **Ambiguities.** The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be construed against either party.

7. **Authority.** The person signing this Amendment for LESSEE hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of LESSEE.

(Signatures next page)

In WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

CITY OF VALLEJO,
A Municipal Corporation

David R. Martinez
Executive Director

ATTEST:
Allison Villarante
Secretary to the Board

(City Seal)

GREATER VALLEJO RECREATION DISTRICT,
A Public Recreation and Park District of the State of California

Robert Keith
Chairman, Board of Directors

ATTEST:
District Secretary

APPROVED AS TO FORM:

FREDERICK G. SOLEY
Agency Counsel

APPROVED AS TO CONTENT:

ALVARO P. da SILVA
Community Development Director

APPROVED AS TO INSURANCE REQUIREMENTS

DAVID J. LINDQUIST
Risk Manager

RESOLUTION NO. 75-404N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

THAT the City Manager is hereby authorized to sign and the City Clerk to attest that certain Appendix II to Master Lease by and between the CITY OF VALLEJO, a municipal corporation of the County of Solano, State of California, as "Lessor", and the GREATER VALLEJO RECREATION DISTRICT, a public recreation and park district organized and existing under and by virtue of the laws of the State of California, as "Lessee", covering those parks known as Marina Vista Park and Independence Park, a full, true and correct copy of said Appendix II being attached hereto and made a part of this Resolution.

ADOPTED by the Council of the City of Vallejo at a regular meeting held the 16th day of June, 1975, by the following vote:

AYES: Councilmen Asera, Bertuzzi, Cunningham, Curtola, Douglas, Dubnoff and Sibley.

NOES: None.

ABSENT: None.

FLORENCE E. DOUGLAS, Mayor

Attest

HELEN G. SEEBER, City Clerk

CITY OF VALLEJO

Office of CITY MANAGER

10 April 1975

SUBJECT: Consideration of Leasing Marina Vista Park and Independence Park to Greater Vallejo Recreation District for Maintenance

TO: The Honorable Mayor and City Council
City of Vallejo
Vallejo, California 94590

As you know the Greater Vallejo Recreation District presently operates most of the parks within the City of Vallejo. One exception to this is the Marina Vista Park and Independence Park which are in the redevelopment area. Mr. Ted Kidder and I have had some informal discussions concerning the possible leasing of these two parks to GVRD for operation and maintenance.

The proposal is that GVRD take over both parks but not the malls or parking lots adjacent to the Library and Independence Park. The present maintenance costs incurred by the City by category are as follows:

One Public Works Maintenance Man II including fringes	$12,000
Weekend Youth	2,100
Equipment Rental	1,700
Materials, i.e., fertilizer, flags, paper, soap, etc.	2,400
Electrical (labor, equipment and materials)	2,500
Total	$20,700
Energy for Lighting	600
Grand Total	$21,300

In exchange for this take over of maintenance of these two parks, GVRD has requested that the water bills on the present parks owned by GVRD be forgiven. As you know, we presently give water to GVRD on all City-owned parks which are leased to the District. The last 12 months billing for the parks involved totals $18,130.

10 April 1975

SUBJECT: Consideration of Leasing Marina Vista Park and Independence Park to Greater Vallejo Recreation District for Maintenance

It is further proposed that if the Council were to accept this proposal that one Maintenance Man II would be deleted from the FY 75-76 budget. GVRD is presently preparing their budget and would have to add a position to cover this work and is therefore desirous of knowing the Council's wishes on this matter.

It would be my recommendation that the City Council adopt a resolution of intention to lease Marina Vista Park and Independence Park to GVRD effective July 1, 1975 and that staff be instructed to prepare an amendment to the Master Lease to effectuate this proposal.

Very respectfully,

Gerald R. Davis

GERALD R. DAVIS
City Manager

/ss

GREATER VALLEJO RECREATION DISTRICT

395 AMADOR STREET • 642-7556 • VALLEJO, CALIF. 94590

GREATER • VALLEJO
RECREATION DISTRICT

TED M. KIDDER
ADMINISTRATOR

May 22, 1975

Mr. Gerald R. Davis
City Manager
City of Vallejo
City Hall
Vallejo, CA 94590

Dear Jerry:

Here is a copy of the resolution adopted by the Greater Vallejo Recreation District Board of Directors at its meeting on May 14, 1975, regarding Appendix II to the master lease between the City of Vallejo and the District.

A copy of the resolution has also been forwarded to Larry Klose, Deputy City Attorney.

Sincerely,

Ted

Ted M. Kidder
Administrator

/gs
Enclosure

Resolution No. 75 - 3

Whereas, the Greater Vallejo Recreation District has entered into a Master Lease with the City of Vallejo for properties leased from the City of Vallejo to the Greater Vallejo Recreation District; and

Whereas, the Vallejo City Council in Resolution 75-252 N.C. has expressed its desire to lease the Independence Park and Marina Vista Park to the Greater Vallejo Recreation District for operation and maintenance and has prepared an amendment to the Master Lease to include the aforementioned parks; and

Whereas, the City of Vallejo in exchange for the Greater Vallejo Recreation District's assuming the operation and maintenance of Independence and Marina Vista Parks will waive water bills for parks currently owned, maintained and operated by the Greater Vallejo Recreation District, and will pay for all electrical energy consumed by electrical installations presently in place in Marina Vista Park; and

Whereas, either party to this amendment may terminate all covenants contained within Appendix II upon thirty (30) days' written notice stating reasonable cause therefor, withdrawing both said parks from Master Lease;

Be it, therefore, resolved that the Board of Directors of the Greater Vallejo Recreation District adopts Appendix II to the Master Lease, effective July 1, 1975.

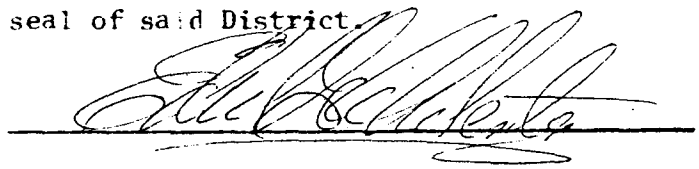
I, Edward G. Whitesides, Chairman of the Board of Directors of the Greater Vallejo Recreation District, do hereby certify the above and foregoing resolution was regularly introduced, passed and adopted by said Board at a regular meeting held the 14th day of May 1975 by the following vote:

Aye: Directors James C. Derr, George J. Kaiser, LaDell Montgomery, Dorothy E. Nichols, Edward G. Whitesides

Noe: None

Absent: None

Witnesseth my hand and the seal of said District.



APPENDIX III

The Parties hereby append to and incorporate within that certain Master Lease of park and recreational facilities, entered into between the City of Vallejo as Lessor and the Greater Vallejo Recreation District as Lessee on December 20, 1974, the following described parcels of real property together with all appurtenances thereto, subject in all respects to the terms and conditions of said Master Lease and to the specific covenants herein recited relative to each said parcel of real property:

1. BEVERLY HILLS PARK.

A. Description:

All that real property described and designated as "PARCEL NO. 1" in the Deed from CALEJO HOME BUILDERS, INC., to VALLEJO UNIFIED SCHOOL DISTRICT, recorded on September 1, 1954 in Book 729 of Official Records, at page 419, as Recorder's Instrument No. 13393, and being the same property illustrated on the "RECORD OF SURVEY", filed May 23, 1957, in Book 6 of Surveys, at page 17, as Recorder's Instrument No. 8574;

EXCEPTING THEREFROM that portion of the area designated on said Record of Survey by the wording "SITE OF JOHN DAVISON ELEMENTARY SCHOOL", which is herein described:

Commencing at the Northwest corner of Lot 29 as said Lot is shown on that certain map entitled: LA RIVIERA, UNIT NO. 3, Vallejo, California, recorded July 10, 1953 in Book 14 of Maps, page 13, Records of Solano County, California; thence North 0° 14' 30" East, 130.91 feet to a point on the West line of the Site of John Davison Elementary School as shown by Record of Survey recorded May 23, 1957 in Book 6 of Surveys, page 17, Records of Solano County, California, said point being the true point of beginning of the herein described parcel; thence along the West line of said School Site, North 0° 14' 30" East, 515.01 feet; thence South 82° 20' East, 122.07 feet to the beginning of a curve to the right; thence along said curve with a radius of 800.00 feet, thru an angle of 21° 29' 26" and along an arc length of 300.06 feet to a point of compound curvature; thence along said compound curve with a radius of 370.00 feet, thru an angle of 26° 57' 34" and along an arc length of

174.10 feet; thence South 33° 53' East, 124.76 feet; thence South 39° 39' 40" East, 90.44 feet; thence South 21° 14' 45" West, 206.34 feet to a point on the South line of the aforementioned School Site; thence Westerly along said South line along a curve concave to the North, the radial point of which bears North 0° 27' 55" West, with a radius of 400.00 feet, thru an angle of 6° 37' 55" and along an arc length of 45.72 feet; thence North 83° 55' West, 525.02 feet to the beginning of a curve to the right; thence along said curve with a radius of 20.00 feet, thru an angle of 84° 09' 30" and along an arc length of 29.38 feet to the true point of beginning.

FURTHER EXCEPTING THEREFROM that portion thereof, including streets and drives, shown on the Map of Glenview Terrace, Unit No. 1, filed in the office of the Recorder of Solano County, California on August 21, 1961 in Book 20 of Maps at page 16, Instrument No. 11150.

B. Covenants Peculiar To The Premises: NONE

2. SOMERSET HIGHLANDS PARK.

A. Description:

All that certain real property described as follows:

Parcel No. 325 on that certain subdivision map entitled "Somerset Highlands, Unit #2 prepared by Edward P. Schwafel, Civil Engineer, and recorded on December 30, 1976 in Book 31 of Maps, Page 31 of the Official Record of the Recorder of Solano County, California.

B. Covenants Peculiar To The Premises: NONE

C. It is understood and agreed upon by and between Lessor and Lessee herein that the aforedescribed legal description as it relates to SOMERSET HIGHLANDS PARK and the land contained in said legal description that the Lessee shall have no responsibility for said land or said park until such time as both the Lessee and Lessor accept by way of formal resolution by their respective

boards and City Councils the completion of the streets, curbs, gutters, sidewalks, and all utilities including electrical and water on said premises. It is further agreed and understood by and between the Lessee and Lessor that said improvements do not currently exist on said parcel of real property. Upon acceptance of said improvements by the Greater Vallejo Recreation District Board of Directors and by the City of Vallejo Council the aforedescribed park shall be deemed as a park parcel of this lease.

3. BLUE ROCK SPRINGS PARK.

A. Description:

All that certain real property described as follows:

Parcel B of that Certain Parcel Map recorded on January 5, 1976 in Book 10 of parcel maps, page 34 of the Official Records of the Recorder of Solano County, California.

B. COVENANTS PECULIAR TO THE PREMISES:

Lessor shall supply necessary water to Lessee at said premises without charge, except for an annual fee of $450.00 to compensate the City for the cost of electricity for pumping the water to said site. Said fee shall be payable annually on July 1, beginning in 1977, and shall continue until the expiration of the Master Lease. It is understood and agreed upon by and between Lessor and Lessee that should a water supply emergency exist at any given time that, and in such event, both the Lessee and Lessor shall meet and negotiate a mutually agreed upon water reduction for said park. It is

further understood and agreed upon that should such an emergency occur and further should a reduction in water be necessitated that Lessor shall pay to Lessee a prorated portion of any fees paid by Lessee to Lessor for water pumping electricity.

4. GVRD HEADQUARTERS BUILDING AND GROUNDS.

A. Description:

All that certain real property together with all improvements thereon, situated in the City of Vallejo, County of Solano, State of California, and more particularly described as follows:

All of Blocks 355, 332 and 310, as said Blocks are shown and delineated on the E. H. Rowe Map of the City of Vallejo, filed for record in Book One of Maps, page 123, in the County Recorder's Office, including the interior streets and alleys. All of said real property being generally bounded on the east by the west boundary of Amador Street, on the south by the north boundary of Virginia Street, on the west by the easterly boundary of the South Pacific Railroad property and on the north by the southerly boundary of Florida Street;

EXCEPTING THEREFROM all of Lots 5 and 6, and a portion of Lots 4, 7, 12, 13, 14 and 15 Block 310 as said Lots and Block are shown on that certain Map of the City of Vallejo surveyed by E. H. Rowe, filed for record on September 19, 1968 in the Solano County Recorder's Office in Book One of Maps, Page 123 more particularly described as follows:

Beginning at the southerly most common boundary of Lots 6 and 7 Block 310 as said lots and block are shown on said E. H. Rowe Map said point also being the northerly line of Virginia Street thence East, 12± feet to a point on the westerly line of Amador Street; thence along said westerly line of Amador Street North, 208 feet; thence leaving said westerly line of Amador Street West, 157 feet then south 208 feet to a point on the north line of Virginia Street; thence along said north line of Virginia Street East, 145± feet to the point of beginning, containing 0.750 acres more or less.

B. COVENANTS PECULIAR TO THE PREMISES: NONE

5. SHEVELAND PARK.

A. Description.

That certain circular-shaped parcel of land designated "park" as shown on the map entitled "Vallejo Heights, Solano County, California, resurveyed February 1906," filed in the office of the Recorder of Solano County, California, on July 16, 1906, in Book 3 of Maps at page 1. Also described as Sheveland Park Section 3 North, Township 4 West adjacent to Block 11, 2/3 interest. Parcel No. 51-210-01 Code 7000.

DATED: March 25, 1977 at Vallejo, California.

LESSOR:

CITY OF VALLEJO, A Municipal Corporation

Gerald R. Davis

GERALD R. DAVIS, City Manager

Attest Mildred R. Watson

MILDRED R. WATSON, City Clerk

APPROVED AS TO FORM:

JOHN M. POWERS
City Attorney

By: P. LAWRENCE KLOSE
Deputy City Attorney

LESSEE:

GREATER VALLEJO RECREATION DISTRICT, a Recreation and Park District to the State of California

Dated: March 9, 1977.

Chairman, Board of Directors

APPROVED AS TO FORM:

GVRD Legal Counsel

Attest

District Secretary

1053

RESOLUTION NO. 77-241 N.C.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VALLEJO, as follows:

THAT the City Manager is authorized to execute and the City Clerk to attest that certain Appendix III to the Master Lease entered into between the City and the Greater Vallejo Recreation Distirct on December 20, 1974 which is attached hereto and marked Exhibit A.

ADOPTED by the Council of the City of Vallejo at a regular meeting held March 21, 1977, by the following vote:

AYES: Councilmen Bertuzzi, Boschee, Cunningham, Curtola, Douglas, Keith and Sibley.

NOES: None.

ABSENT: None.

FLORENCE E. DOUGLAS, MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

CITY OF VALLEJO

JOHN M. POWERS
City Attorney

March 16, 1977

SUBJECT: Appendix to the Master Lease of Parklands Between the City and Greater Vallejo Recreation District

TO: The Honorable Mayor and
Members of the City Council
City of Vallejo
City Hall
Vallejo, California 94590

Attached for your approval is a third appendix to the Master Lease of parklands to GVRD. The appendix adds parcels previously acquired by the City for park purposes: Beverly Hills Park, Somerset Highlands Park (located in Somerset Highlands Unit No. 2), and Sheveland Park, in the Vallejo Heights area. All of these parcels are in the process of development or are planned for development by GVRD in the near future. Note that GVRD has no obligation relative to the Somerset parcel until subdivision improvements are completed and accepted.

Also included in this Appendix is the parcel upon which the GVRD administration building is located. This parcel is presently the subject of a separate lease which was inadvertently not included when the original Master Lease was drawn up. Excluded from this parcel is the Florence E. Douglas Senior Citizen's Center and parking area, since the City will operate these facilities separately. (This land was a part of that originally leased to the District).

Still another inclusion in this appendix is Blue Rock Springs Park, where the previous lease has expired. This inclusion was delayed by the necessity for approval of a parcel map prior to lease as a result of a recent amendment to the Subdivision Map Act. The parcel map is now complete.

The water arrangement was negotiated between City Staff and the District, and provides for reduction or

shutoff in the event of a water emergency. Although the City probably has this power in any case, this was included in the interest of clarity.

If there are any questions, please advise.

Very truly yours,

JOHN M. POWERS
City Attorney

P. LAWRENCE KLOSE
Deputy City Attorney

PLK/bls
Attach.

LAW OFFICES
FAVARO & LAVEZZO
A PROFESSIONAL CORPORATION
COURTHOUSE PLAZA, SUITE A
300 TUOLUMNE STREET
VALLEJO, CALIFORNIA 94590
(707) 552-3630

BERNARD J. FAVARO
ALBERT M. LAVEZZO

THOMAS L. GILL

OF COUNSEL
SCHWARTZ & LANE, INC.
ATTORNEYS AT LAW
SAN FRANCISCO, CALIFORNIA

March 11, 1977

RECEIVED
MAR 16 1977
OFFICE OF THE CITY ATTORNEY
VALLEJO, CALIFORNIA

City Attorney's Office
City Hall
Vallejo, California 94590

Attention: P. Lawrence Klose
Deputy City Attorney

Re: Greater Vallejo Recreation District

Dear Larry:

Enclosed herein please find original and two copies of Appendix III to the Master Lease with the Greater Vallejo Recreation District and the City of Vallejo.

Please take the necessary steps to have the same approved by the City of Vallejo Council and thereafter forward two fully executed copies of said document to my law offices.

With kindest regards, I remain,

Very truly yours,

ALBERT M. LAVEZZO

AML:ap
Enc.

cc: Greater Vallejo Recreation District

RESOLUTION NO. 77-642 N.C.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VALLEJO, as follows:

That the City Manager is authorized to execute and the City Clerk to attest that certain Appendix IV to the Master Lease entered into between the City and the Greater Vallejo Recreation District on December 20, 1974 which is attached hereto and marked Exhibit "A".

BE IT FURTHER RESOLVED that the City Clerk is authorized to accept in behalf of the City and to cause to be recorded in the office of the County Recorder that certain Grant Deed for Castlewood Park, a copy of which is attached hereto and marked Exhibit "B".

ADOPTED by the Council of the City of Vallejo at a regular meeting held on July 25, 1977, by the following vote:

AYES: Councilmen Bertuzzi, Boschee, Cunningham, Douglas, Intintoli, Keith and Sibley.

NOES: None

ABSENT: None

FLORENCE E. DOUGLAS, MAYOR

Attest:

MILDRED R. WATSON, CITY CLERK

PG 60790

L-176-77
D-92-77

GRANT DEED

Documentary transfer tax None

BY THIS INSTRUMENT dated July 11, 1977, for a valuable consideration in the amount of $1.00, receipt is hereby acknowledged, the GREATER VALLEJO RECREATION DISTRICT OF SOLANO COUNTY, STATE OF CALIFORNIA, hereby grantsto the CITY OF VALLEJO, a Municipal Corporation, the following described real property in the County of Solano, State of California:

> BEGINNING at a point 25 feet Easterly and 1057 feet Southerly along the Westerly line of the property conveyed to Frank S. Case by Deed recorded July 26, 1918 in Book 232 of Deeds, Page 127, from a point on the Southerly line of County Road No. 91, commonly known as Springs Road, 39.80 chains Easterly from the Northeast corner of Hilton's First Addition to Vallejo; thence South parallel to and 25 feet distant at right angles Easterly from the West line of the property conveyed to said Frank S. Case, 440 feet; thence Easterly 494.7 feet, more or less, parallel with the Southerly line of said County Road to a point which is 25 feet West of the East line of the land conveyed to said Case; thence Northerly parallel to and 25 feet distant at right angles Westerly from the East line of the land so conveyed to Case, 440 feet; thence Westerly 495 feet, more or less, parallel with the South line of said County Road to the point of beginning.
>
> CONTAINING 5 Acres, more or less.
>
> EXCEPTING THEREFROM that portion deeded to Donald Rogers and wife by Deed recorded November 23, 1954 in Book 741 of Official Records, Page 275, Recorder's Instrument No. 18414.

GREATER VALLEJO RECREATION DISTRICT
OF SOLANO COUNTY, STATE OF CALIFORNIA

By _____
EDWARD C. WHITESIDES, Chairman

By _____
LA DELL MONTGOMERY, Secretary

35629

Recorded At Request Of
City of Val
at ___ min past ___ M.
491 9A
BOOK AUG 12 1977
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
Ronald J. Agnew
$ ___ PD. Recorder

STATE OF CALIFORNIA)
: ss.
COUNTY OF SOLANO)

On this 11th day of July, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared EDWARD C. WHITESIDES and LA DELL MONTGOMERY, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

ALBERT M. LAVEZZO
Notary Public

OFFICIAL SEAL
ALBERT M. LAVEZZO
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My comm. expires APR 5, 1981

APPENDIX IV

The parties hereby append to and incorporate within that certain Master Lease of park and recreation facilities, entered into between the City of Vallejo as Lessor and the Greater Vallejo Recreation District as Lessee on December 20, 1974 the following described parcels of real property together with all appurtenances thereto, subject in all respects to the terms and conditions of said Master Lease and to the specific covenants herein recited relative to each said parcel of real property:

Castlewood Park

Description:

BEGINNING at a point 25 feet Easterly and 1057 feet Southerly along the Westerly line of the property conveyed to Frank S. Case by Deed recorded July 26, 1918 in Book 232 of Deeds, Page 127, from a point on the Southerly line of County Road No. 91, commonly known as Springs Road, 39.80 chains Easterly from the Northeast corner of Hilton's First Addition to Vallejo; thence South parallel to and 25 feet distant at right angles Easterly from the West line of the property conveyed to said Frank S. Case, 440 feet; thence Easterly 494.7 feet, more or less, parallel with the Southerly line of said County Road to a point which is 25 feet West of the East line of the land conveyed to said Case; thence Northerly parallel to and 25 feet distant at right angles Westerly from the East line of the land so conveyed to Case, 440 feet; thence Westerly 495 feet, more or less, parallel with the South line of said County Road to the point of beginning.

CONTAINING 5 Acres, more or less.

EXCEPTING THEREFROM that portion deeded to Donald Rogers and wife by Deed recorded November 23, 1954 in Book 741 of Official Records, Page 275, Recorder's Instrument No. 18414.

(Signatures on following Page 2.)

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Dated: August 9, 1977, at Vallejo, California.

LESSOR:
CITY OF VALLEJO, a Municipal Corporation

for GERALD R. DAVIS
City Manager

Attest: for MILDRED R. WATSON
City Clerk

APPROVED AS TO FORM:

JOHN M. POWERS
City Attorney

By WILLIAM R. GALSTAN
Deputy City Attorney

LESSEE:
GREATER VALLEJO RECREATION DISTRICT, a Recreation and Park District of the State of California

Chairman, Board of Directors

Attest:
District Secretary

APPROVED AS TO FORM:

GREATER VALLEJO RECREATION DISTRICT Legal Counsel

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: 7/11/89
ATTEST:
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

file
1053
MASTER LEASE

RESOLUTION NO. 77-642 N.C.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VALLEJO, as follows:

That the City Manager is authorized to execute and the City Clerk to attest that certain Appendix IV to the Master Lease entered into between the City and the Greater Vallejo Recreation District on December 20, 1974 which is attached hereto and marked Exhibit "A".

BE IT FURTHER RESOLVED that the City Clerk is authorized to accept in behalf of the City and to cause to be recorded in the office of the County Recorder that certain Grant Deed for Castlewood Park, a copy of which is attached hereto and marked Exhibit "B".

ADOPTED by the Council of the City of Vallejo at a regular meeting held on July 25, 1977, by the following vote:

AYES: Councilmen Bertuzzi, Boschee, Cunningham, Douglas, Intintoli, Keith and Sibley.

NOES: None

ABSENT: None

FLORENCE E. DOUGLAS, MAYOR

Attest:
MILDRED R. WATSON, CITY CLERK

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: 9/11/89
ATTEST: Mildred R. Watson
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

7

GVRD
MASTER LEASE

APPENDIX V

The parties hereby append to and incorporate within that certain Master Lease of park and recreation facilities, entered into between the City of Vallejo as Lessor and the Greater Vallejo Recreation District as Lessee on December 20, 1974 the following described parcel of real property, together with all appurtenances thereto, subject in all respects to the terms and conditions of said Master Lease and to the specific covenants herein recited relative to each said parcel of real property:

North Vallejo Park

Description:

Parcel "B" as said parcel is shown on that certain parcel map filed for record on January 17, 1975 in the Solano County Recorders Office and now appearing of record in Book 9 of parcel maps page 24.

Dated: October 4, 1978, at Vallejo, California.

LESSOR:
CITY OF VALLEJO, a Municipal Corporation

Ted A. MacDonald
Acting City Manager

APPROVED AS TO FORM:

JOHN M. POWERS
City Attorney

BY William R. Galstan
WILLIAM R. GALSTAN
Assistant City Attorney

ATTEST Emma Leach
for MILDRED R. WATSON
City Clerk

LESSEE:
GREATER VALLEJO RECREATION DISTRICT, a Recreation and Park District of the State of California

James C. Durr
Chairman, Board of Directors

APPROVED AS TO FORM:

ALBERT M. LAVEZZO
District Legal Counsel

ATTEST Judy P. Harrington
District Secretary

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: 9/11/89
ATTEST: Mildred R Watson
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

10

RESOLUTION NO. 85-835 N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows:

THAT the City Manager is hereby authorized to execute and the City Clerk to attest in the name and on behalf of the City of Vallejo that certain Appendix VI to the Master Lease of park and recreational lands and facilities made and entered into by and between the CITY OF VALLEJO, as lessor, and the GREATER VALLEJO RECREATION DISTRICT, as lessee, on December 20, 1974, a true, unexecuted copy of Appendix VI being attached and made a part of this resolution.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on November 12, 1985, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, Kondylis, and Pierce

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

CARS015

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: 11-14-85

ATTEST: Mildred R. Watson

MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

11

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF VALLEJO
AND THE GREATER VALLEJO RECREATION DISTRICT
REGARDING OPERATION OF THE NORTH VALLEJO NEIGHBORHOOD CENTER

The CITY OF VALLEJO (City) is requesting the GREATER VALLEJO RECREATION DISTRICT (GVRD) to accept the responsibility of operation of the North Vallejo Neighborhood Center. In the event the GVRD accepts the operation of the facility, the following major items would be incorporated into an Agreement for operation of the North Vallejo Neighborhood Center.

1. The City of Vallejo (City) would be responsible for all repairs to the interior and exterior of the building and parking areas, including furniture and fixtures.

2. The City would pay all utility costs except telephone for the operation of the facility.

3. The City will provide fire and liability insurance and will indemnify and hold GVRD harmless for liability to the extent legally possible. GVRD will jointly cover the operation of the premises with GVRD's liability insurance and each will hold the other harmless.

4. The City will secure and provide furniture and fixtures necessary for the operation of the facility and will either repair damaged furniture or purchase necessary parts for the GVRD to implement repairs on the furniture and fixtures.

5. The City will either provide GVRD with the necessary janitorial supplies and equipment or will reimburse GVRD for the purchase of these necessary supplies. The City will provide 3 full-time CETA employees to be used at the discretion of the GVRD and who may be used by GVRD at other locations. GVRD may substitute part-time employees to assist in the operation of the Center. GVRD will participate in the selection and hiring of any personnel assigned to GVRD.

6. To the extent that use (demand) for the facility warrants, the hours of operation are intended to be from 10:00 a.m. to 10:00 p.m. daily. It is understood that these hours may fluctuate depending upon time of year, types of events, weather conditions, etc.

7. It is further understood that the construction of the facility was provided in part by the U.S. Department of HUD and that the use of the facility shall be consistent with the Federal Government's requirements for the operation of the Neighborhood Facility. GVRD operational policies and procedures will govern operation of the Center.

8. If the City should discontinue providing the 3 full-time employees to the GVRD for the use of GVRD as outlined in (5), above, the operation of the Center will revert to the City.

9. Either party may cancel the Agreement upon 30 days notice to the other.

10. Any funds derived from the use of the Center by GVRD will be used to off-set the costs of operating the facility and will not be deverted to other GVRD facilities.

11. The City will provide turf and sprinkler system. GVRD will provide shurbs and maintain landscaping.

DATE: 5 April '76

CONCUR: Ted M. Kidder
TED M. KIDDER, Administrator
Greater Vallejo Recreation District

Gerald R. Davis
GERALD R. DAVIS, City Manager
City of Vallejo

OFFICE OF THE CITY ATTORNEY
CITY OF VALLEJO
CITY HALL
VALLEJO, CALIFORNIA 94590

September 12, 1978

SUBJECT: Appendix to Master Lease with GVRD

TO: Gerald R. Davis, City Manager

Representatives of the Greater Vallejo Recreation District have requested us to add the North Vallejo Park site to the Master Lease. The addition would not include on the Master Lease the property where the community center is located.

Attached are proposed Appendix V to the Master Lease, along with a resolution authorizing execution. Please place this on the September 18 Council agenda. I would think that this could be a consent calendar item.

Very truly yours,

JOHN M. POWERS
City Attorney

William R. Galstan

WILLIAM R. GALSTAN
Assistant City Attorney

WRG/bls
attach.
cc: Maxine Turner
GVRD

105 Master Lease file

RESOLUTION NO. 78-773 N.C.

BE IT RESOLVED by the Council of the City of Vallejo, as follows:

That the Acting City Manager is authorized to execute and the City Clerk to attest that certain Appendix V to the Master Lease entered into between the City and the Greater Vallejo Recreation District on December 20, 1974.

ADOPTED by the Council of the City of Vallejo at a regular meeting held September 18, 1978, by the following vote:

AYES: Councilmen Berry, Boschee, Cunningham, Douglas, Intintoli, Keith and Sibley

NOES: None

ABSENT: None

FLORENCE E. DOUGLAS, MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

1053
Master Lease

APPENDIX VI

THE PARTIES hereby append to and incorporate within that certain Master Lease of park and recreation facilities, made and entered into between the CITY OF VALLEJO, as Lessor and the GREATER VALLEJO RECREATION DISTRICT, as Lessee, on December 20, 1974, the following described parcels of real property, together with all appurtenances thereto, subject in all respects to the terms and conditions of the Master Lease and to the specific covenants herein recited relative to those parcels of real property so indicated:

RIVER PARK

Description:

Commencing at a monument at the Northeast corner of that parcel of land acquired by the Government as Block 40, by Civil No. 1148-1933; said point being also on the westerly boundary of Wilson Avenue and being North 35° 45' West, 482.50 feet from the Southeast corner of aforesaid Block 40; thence leaving said point South 55° 15' West, 137.65 feet to a U.S. Navy monument; thence North 31° 15' West, 59.07 feet to the True Point of Beginning; said point being the Southeast corner of the River Park parcel and more particularly described as follows: South 15° 00' West, 243.00 feet; thence North 70° 30' West, 1485.00 feet to a point on the westerly boundary of a Government parcel known as Tideland Lot No. 21; said point being the southwesterly corner of the River Park parcel; thence leaving said point North 30° 45' West, 655.91 feet to a point, said point being the Northwesterly corner of Tideland Lot No. 21 and the southwesterly corner of Tideland Lot No. 19; thence leaving said point North 31° 03' West, 1959.21 feet to a point; said point being the northwesterly corner of Tideland Lot No. 19 and also the northwesterly corner of the River Park parcel; thence leaving said point North 59° 15'

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East, 317.71 feet to a point, said point being the most northerly corner of the subject River Park parcel; thence leaving said point and following the easterly boundary of aforesaid River Park parcel the following courses and distances: South 65° 15' East, 411.56 feet; South 33° 00' East, 330.00 feet; South 53° 00' East, 66.30 feet; South 51° 53' West, 62.62 feet; South 54° 51' East, 167.04 feet; North 51° 53' East, 57.04 feet; South 53° 00' East, 31.04 feet; South 51° 53' West, 58.38 feet; South 50° 34' East, 122.85 feet; South 41° 46' East, 160.24 feet; South 33° 39' East, 120.33 feet; South 26° 08' East, 245.34 feet; North 51° 53' East, 64.10 feet; South 32° 00' East, 310.38 feet; South 42° 32' East, 619.08 feet to a point, said point being the southeasterly corner of Tideland Lot No. 19 and also the northeasterly corner of Tideland Lot No. 21; thence continuing along the easterly boundary of the River Park parcel South 43° 30' East, 1188.00 feet to the Point of Beginning.

HENRY RANCH PARK

Description:

Lot 82 as said lot is shown on that certain "Map of Delta Meadows Subdivision, Unit No. 2", recorded in the Solano County Recorder's office on June 13, 1977, in Book 32 of Maps at Page 70.

BORGES RANCH PARK

Description:

Parcel "A" as said parcel is shown on that certain "Map of Cimarron Hills Subdivision, Unit No. 5", recorded in the Solano County Recorder's office on August 21, 1981, in Book 41 of Maps at Page 58.

GLEN COVE WATERFRONT PARK

Description:

Real property in the City of Vallejo, County of Solano, State of California, described as follows:

Being a portion of that certain 61.58 acre parcel of land as shown on that Record of Survey Map filed July 15, 1981 in Book 15 of Surveys, at Page

89, in the office of the County Recorder of Solano County, described as follows:3

PARCEL 1 (GLEN COVE PARK SITE)

Beginning at a point on the westerly line of Bailey Avenue as shown on Sheet 1 of said Record of Survey Map, from which a 1" iron pipe with tag LS 3618 at the northerly terminus of the course shown as N 02° 11' 34" E, 479.61 feet on sheet 1 of said Record of Survey Map bears S 87° 48' 26" E, 30.00 feet; thence from said Point of Beginning S 02° 11' 34" W along said westerly line of Bailey Avenue a distance of 62.22 feet; thence northwesterly 19.86 feet along the arc of a non-tangent curve to the left, from which the center bears S 52° 16' 01" W, having a radius of 50 feet, through a central angle of 22° 45' 17"; thence northwesterly 31.85 feet along the arc of a reverse curve to the right, from which the center bears N 29° 30' 44" E, having a radius of 28 feet, through a central angle of 65° 10' 21"; thence northerly 23.85 feet along the arc of a compound curve to the right, from which the center bears S 85° 18' 54" E, having a radius of 470 feet, through a central angle of 2° 54' 28"; thence S 87° 48' 26" E, 28.88 feet to the Point of Beginning, and containing 0.034 acres, more or less.

PARCEL 2 (GLEN COVE PARK SITE)

Beginning at the Southwest corner of Bailey Avenue as shown on sheet 1 of said Record of Survey Map; thence westerly along the southerly line of said 61.58 acre parcel of land and along the Mean High Tide Line of the Carquinez Straits of the Sacramento River, the following 8 courses:

(1) S 61° 15' 36" W, 23.21 feet;

(2) S 09° 09' 45" W, 31.40 feet;

(3) S 57° 05' 41" W, 40.50 feet;

(4) S 30° 57' 50" W, 58.31 feet;

(5) N 31° 25' 47" W, 42.19 feet;

(6) N 74° 00' 23" W, 163.32 feet;

(7) S 74° 11' 19" W, 117.44 feet;

(8) S 39° 31' 22" W, 103.71 feet;

thence leaving said southerly line, N 41° 45' 11" W, 77.06 feet to the southeast corner of the Lands of Verducci, as shown on sheet 1 of said Record of Survey Map; thence along the easterly and northerly lines of said Lands of Verducci, N 02° 11' 34" E, 75.00 feet and N 87° 48' 26" W, 25.00 feet to the southeast corner of the Lands of Smithson as shown on sheet 1 of said Record of Survey Map; thence along the easterly and northerly lines of said Lands of Smithson, N 02° 11' 34", 175.01 feet and N 87° 48' 26" W, 35.00 feet; thence leaving said northerly line, N 02° 11' 34" E, 95.00 feet; thence N 79° 50' 00" E, 338.81 feet; thence N. 65° 50' 00" E, 166.83 feet; thence N 03° 47' 46" W, 130.00 feet; thence easterly 117.01 feet along the arc of a non-tangent curve to the left, from which the center bears N 86° 12' 14" E, having a radius of 50.00 feet, through a central angle of 134° 05' 07" to the westerly line of said Bailey Avenue; thence S 02° 11' 34" W along said westerly line of Bailey Avenue, a distance of 487.33 feet to the Point of Beginning, and containing 4.895 acres, more or less.

Bearings and distances contained herein conform with the California Coordinate System, Zone 11. To obtain ground level distances, multiply distances described by 0.9999282.

PARCEL 3 (GLEN COVE PARK SITE)

All that certain real property situate in the State of California, County of Solano, City of Vallejo as to all but the tideland portion and County of Solano, State of California, as to the tideland portion described as follows:

All of Block 1, 4, 20 and 21, inclusive, as shown on that certain map entitled: "Map No. 2 of Glen Cove, Solano County, California", filed in the office of the County Recorder of Solano County, California, August 7, 1903, in Book 1 of Maps, Page 52; including that portion of the southerly 1/2 of Center Street, adjacent to the North boundary of said Blocks 1 and 4, all that portion of East Street lying between said blocks, and all of the street lying between Block 1 and Block 20, (said streets having been abandoned), and also including the East 1/2 of that portion of Bailey

Avenue adjacent to the West boundary of said Block 4 and 21.

Excepting therefrom any portion thereof lying southerly of the southerly line of Tideland Survey No. 15. Approximately 8.942 acres, more or less.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized representatives have executed this instrument on 25 Nov, 1985, at Vallejo, California.

LESSOR:

CITY OF VALLEJO,
a Municipal Corporation,

By: Michael B. Lynch
MICHAEL B. LYNCH,
City Manager

ATTEST: Mildred R Watson
MILDRED R. WATSON,
City Clerk

(Seal)

APPROVED AS TO FORM:

JOHN M. POWERS,
City Attorney

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: 9/14/89
ATTEST: Mildred R Watson
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

LESSEE:

GREATER VALLEJO RECREATION DISTRICT, a Recreation and Park District of the State of California

By: Jeanne R Favaro
JEANNE R. FAVARO,
Board Chairperson

ATTEST: Edward G. Whitesides
EDWARD G. WHITESIDES,
District Secretary

APPROVED AS TO FORM:

CHESTER A. ROGASKI, JR.
Legal Counsel, GVRD

AppndxVI

-DRAFT-
MEMORANDUM OF UNDERSTANDING
RIVER PARK

This MEMORANDUM OF UNDERSTANDING is made and entered into at Vallejo, California, this 18th day of April, 1979, by and between the Greater Vallejo Recreation District, hereinafter called GVRD, and the City of Vallejo.

WITNESSETH:

That WHEREAS, the City of Vallejo owns approximately 54.56 acres of waterfront land, known as River Park, which it intends to develop according to the Master Plan Report prepared by Bond-Dougherty, Inc., in conformance with the terms and conditions of the City of Vallejo's Quitclaim Deed to the property from the United States of America; and

WHEREAS, prior to development of this site for park and recreation purposes, a suitable quantity of dry fill must be placed on said site; and

WHEREAS, funds are available to GVRD for initial development of the River Park site from the 1976 State Bond Act, subject to assurance to the State that River Park shall continue to be used for park and recreation purposes for a period of not less than 25 years; and

WHEREAS, the fiscal constraints placed upon GVRD by Proposition 13 inhibit GVRD's ability to accept additional maintenance and operation responsibilities at this time; while concurrently GVRD and the City of Vallejo recognize the urgency of using State Park Bond monies to begin development of River Park while large quantities of dry fill are locally available; and

WHEREAS, due to these unusual circumstances, there exists a need for an interim agreement between the City of Vallejo and GVRD which

will satisfy the legal requirements of the 1976 State Bond Act while postponing GVRD's assumption of maintenance and operation responsibilities;

NOW, THEREFORE, it is hereby mutually agreed and understood:

1. That the City of Vallejo agrees to continue to make the River Park site available to the public for park and recreation purposes in conformance with the Quitclaim Deed from the United States of America;

2. That the City of Vallejo and GVRD mutually agree that if within 25 years the City of Vallejo ceases to operate or maintain River Park site for the above-stated purpose, River Park at that time shall be included on the Master Lease, now in existence between both parties, and GVRD will assume the maintenance and operation of the facility for park and recreation purposes; and

3. That GVRD further agrees, if within 25 years the River Park site is fully developed as a park according to the River Park Master Plan, then GVRD, at such time, will include River Park on the above-cited Master Lease and assume maintenance and operation of the facility for park and recreation purposes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF VALLEJO

Ted A. MacDonell

Ted A. MacDonell, City Manager

GREATER VALLEJO RECREATION DISTRICT

Richard T. Conzelmann

Richard T. Conzelmann, Administrator

RESOLUTION NO. 79 - 206 N. C.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VALLEJO, as follows:

THAT the City Manager is authorized to sign and the City Clerk to attest, that certain River Park Memorandum of Understanding by and between the City of Vallejo and the Greater Vallejo Recreation District relating to the long-term development, maintenance and inclusion within the Park Master Lease.

ADOPTED by the Council of the City of Vallejo at a regular meeting held April 9, 1979, by the following vote:

AYES: Councilmembers Berry, Cunningham, Curtola, Intintoli, Keith, Kondylis and Sibley

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

AGREEMENT FOR THE DEVELOPMENT OF A PARK
AND RECREATIONAL FACILITY

AMENDMENT NO. 1

THIS AMENDMENT to that certain Agreement for the Development of a Park and Recreational Facility between the CITY OF VALLEJO, the GREATER VALLEJO RECREATION DISTRICT and J. F. SHEA CO., INC., a Nevada Corporation dba SHEA HOMES, is made and entered into the 18th day of July, 1983. By this amendment, parties hereto revise subject agreement as follows:

1. J. F. SHEA CO., INC., a Nevada Corporation dba SHEA HOMES, as a party to the subject agreement, shall assign all its rights and obligations under said agreement to the RHODES CORPORATION, dba SHEA HOMES.

2. The parties hereto agree that J. F. SHEA CO., INC. is released and discharged from any further liability or responsibility under the terms and conditions of subject agreement. Further, the RHODES CORPORATION dba SHEA HOMES, assumes and accepts the obligations and commitments of said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF VALLEJO, a
Municipal Corporation

BY _____
TED A. MacDONELL
City Manager

APPROVED AS TO FORM:

JOHN M. POWERS
City Attorney

BY _____
MICHAEL H. ROUSH
Asst. City Attorney

ATTEST _____
MILDRED R. WATSON
City Clerk

GREATER VALLEJO RECREATION
DISTRICT, a Public Agency

BY _____
RICHARD T. CONZELMANN
Administrator

(signatures continued
on next page)

J. F. SHEA CO., INC., a
Nevada Corporation,

BY _____

RHODES CORPORATION, dba
SHEA HOMES

BY _____
S. Reid Gustafson, Vice President

RESOLUTION NO. 84-907 N.C. 84-907

1053

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

WHEREAS, Larwin Construction Company has received certain approvals and entitlements for the development and construction of a residential subdivision from the City of Vallejo Planning Commission and City of Vallejo Council, referred to as Planned Unit Development #573 and Tentative Map #83-18 consisting of 158 single family units and 60 townhouses in the Glen Cove area; and

WHEREAS, the City and the Greater Vallejo Recreation District (GVRD) desire to purchase from Larwin approximately 4.93 acres of land for parkland and recreational facilities; and

WHEREAS, City and GVRD staff and representatives from Larwin have prepared an agreement for the purchase of this property by the City and GVRD, a copy of said agreement being attached to this resolution; and

WHEREAS, said agreement needs to be revised to include the City as a party to the agreement and to indicate that the City shall pay the sum in question (from parkland dedication fees) and shall be granted title to the property (which will then be placed under the City's master lease with GVRD); now, therefore

BE IT RESOLVED, that the City Manger is authorized to sign and the City Clerk to attest to said Agreement after the changes to the Agreement have been made to the satisfaction of the City Attorney.

ADOPTED by the Council of the City of Vallejo at a regular meeting held September 18, 1984 by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, Kondylis and Pierce

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

RESOLUTION NO. 86-165 N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows:

THAT the City Manager is hereby authorized to sign an Addendum to that certain agreement dated October 1, 1984 Agreement for Sale and Purchase of Real Property to provide for the inclusion of Glen Cove Unit 5 and all other units which may become a part of the Glen Cove Project.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on March 18, 1986, by the following vote:

AYES: Councilmembers Berry, Curtola, Kay, Kondylis, Moore, Palmaffy and Pierce

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

jcm314

cc: Bldg Off.
CA

ADDENDUM TO AGREEMENT FOR SALE

AND PURCHASE OF REAL PROPERTY

This Addendum is made this _____ day of March, 1986, at Vallejo, California and is intended to be an Addendum to that Agreement dated October 1, 1984, by and between the Greater Vallejo Recreation District, a public agency, 395 Amador Street, Vallejo, California, 94590, hereinafter referred to as "District"; and Larwin Construction Company, a California Corporation, 16255 Ventura Boulevard, Encino, California, hereinafter referred to as "Developer".

WITNESSETH whereas District and Developer desire to amend only paragraph I (A), (2) of the Agreement aforementioned in order to clarify an ambiguity which has arisen in the interpretation of said Agreement; and, WHEREAS, the parties hereto desire that in all other respects the Agreement dated October 1, 1984, remain in full force and effect; and,

NOW THEREFORE, in consideration of this Addendum and the mutual promises, covenents, and stipulations herein contained, the parties hereto agree as follows:

> (2) The balance of the purchase price shall be credited against future park dedication fees for Developers' projects commonly known as "Valley Encinada" and "Glen Cove Unit 5" (and other units which may become a part of the Glen Cove project) at the park dedication fee schedule in effect on the date of the execution of the Agreement of October 1, 1984. Said sums shall be credited against the outstanding balance herein and shall be apportioned at the direction and the request of the Developer.
>
> District shall account to the Developer in writing whenever fees are credited pursuant to this Addendum setting forth the credits and the outstanding balance remaining.

In all other respects, the Agreement of October 1, 1984, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above written.

CITY OF VALLEJO, A Municipal Corporation

By: _____
MICHAEL LYNCH,
City Manager

GREATER VALLEJO RECREATION DISTRICT, A Public Agency

By: _____
RICHARD T. CONZELMANN
Administrator

DEVELOPER-LARWIN CONSTRUCTION COMPANY, A California Corporation

By: _____

APPROVED AS TO FORM:

By: _____
CHESTER A. ROGASKI, JR.
Attorneys for Greater Vallejo Recreation District

By: _____
JOHN M. POWERS,
Attorney for City of Vallejo

By: _____
ALBERT M. LAVEZZO
Attorney for Larwin Construction Company

ORDINANCE NO. 726 N.C. (2d)

AN ORDINANCE OF THE CITY OF VALLEJO AMENDING SECTION 2 (PART) OF ORDINANCE NO. 467 N.C. (2d) AND SECTION 3.18.050 OF THE VALLEJO MUNICIPAL CODE SETTING FORTH FINDINGS WHICH ESTABLISH THE RATIO OF ACRES OF PARK, RECREATION AND OPEN SPACE LAND FOR SUBDIVISION RESIDENTS WHICH THE CITY MAY REQUIRE A DEVELOPER TO DEDICATE IN CONNECTION WITH A RESIDENTIAL DEVELOPMENT AND DECLARING THE URGENCY THEREOF TO BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

THE COUNCIL OF THE CITY OF VALLEJO DOES ORDAIN AS FOLLOWS:

SECTION 1. (Not to be codified).

"Findings and Conclusions. With respect to the amount of park, recreation and open space land which the City may require a developer to dedicate to the City in connection with a proposed residential subdivision, §3.18.050 currently provides that the ratio shall be 4.25 acres of land for every 1000 subdivision residents. Senate Bill 1785 (Ch. 1467, Stats. 1982), effective January 1, 1983, provides in part that no dedication of land for park, etc. purposes can be required in excess of 3 acres/1000 residents unless the amount of existing park area in the City or in the local public agency exceeds that ratio, in which case the legislative body may adopt the existing ratio at a higher standard, not to exceed 5 acres/1000 residents.

Based on information supplied to it from the Greater Vallejo Recreation District, the City Council hereby makes the following findings:

As of January 1983, the total area of neighborhood and community parks in the City of Vallejo/GVRD, not including water areas such as Lake Chabot or including any golf course properties, was 382.10 acres and the population of the City/District based on the 1980 Federal census was 89,700 (approximately 87,000 in the incorporated area of the City, approximately 2,700 in the unicorporated area but part of GVRD). These statistics establish that there were 4.25± acres of parks per one thousand (1000) population.

The 1980 Federal census for the City of Vallejo also found the average population per dwelling to be 2.8 persons per dwelling unit. Therefore, 4.25 acres of park land for each 1000 subdivision residents equates to 1.19 acres for each 100 dwelling units (4.25 ÷ 1000 persons X 100 dwelling units X 2.8 persons per dwelling).

From these findings, the City Council makes the following conclusions:

The existing ratio established by City ordinance (4.25 acres/1000 residents) is a permissible higher standard than that which is provided by SB1785 and said ratio does not exceed the standard maximum of 5 acres/1000 residents."

SECTION 2. Section 2 (part) of Ordinance No. 467 N.C. (2d) and Section 3.18.050 of the Vallejo Municipal Code, as amended, are hereby amended to read as follows:

"SECTION 3.18.050. Standard, Formula and Fee Schedule for Land Acquisition and Development.

A. Standards. It is found and determined by the City Council that the public interest, convenience, health, safety, and welfare require that four and one-quarter acres of land for each one thousand persons within the City be acquired and developed to City standards for park, recreation, and open space purposes. It is further found and determined by the City Council that said ratio (4.25 acres of land for each one thousand persons) is justified and permissible under SB1785 (Chap. 1467, Stats. 1982, [Gov't. Code §66477]) as established by the findings and conclusions in Section 1 of this Ordinance (uncodified). For purposes of this Section, it is deemed that:

(Sub-subsections 1 through 5, no change).

(Sub-subsections B through F, no change)."

SECTION 3. Urgency Ordinance; Effective Immediately Upon Adoption.

This Ordinance shall be in full force and effect immediately upon its adoption for the reasons set forth in Section 1 of this Ordinance, which reasons establish that it is vital to the community that developers continue to be required to dedicate to the City 4.25 acres of land for park, recreation and open space purposes for every 1000 residents which a development will house.

ADOPTED as an urgency ordinance at a regular meeting of the City Council held on January 3, 1984 by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, Kondylis and Pierce

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

ADDENDUM TO AGREEMENT FOR SALE

AND PURCHASE OF REAL PROPERTY

This Addendum is made this 24th day of March, 1986, at Vallejo, California and is intended to be an Addendum to that Agreement dated October 1, 1984, by and between the Greater Vallejo Recreation District, a public agency, 395 Amador Street, Vallejo, California, 94590, hereinafter referred to as "District"; and Larwin Construction Company, a California Corporation, 16255 Ventura Boulevard, Encino, California, hereinafter referred to as "Developer".

WITNESSETH whereas District and Developer desire to amend only paragraph I (A), (2) of the Agreement aforementioned in order to clarify an ambiguity which has arisen in the interpretation of said Agreement; and, WHEREAS, the parties hereto desire that in all other respects the Agreement dated October 1, 1984, remain in full force and effect; and,

NOW THEREFORE, in consideration of this Addendum and the mutual promises, covenents, and stipulations herein contained, the parties hereto agree as follows:

> (2) The balance of the purchase price shall be credited against future park dedication fees for Developers' projects commonly known as "Valley Encinada" and "Glen Cove Unit 5" (and other units which may become a part of the Glen Cove project) at the park dedication fee schedule in effect on the date of the execution of the Agreement of October 1, 1984. Said sums shall be credited against the outstanding balance herein and shall be apportioned at the direction and the request of the Developer.
>
> District shall account to the Developer in writing whenever fees are credited pursuant to this Addendum setting forth the credits and the outstanding balance remaining.

In all other respects, the Agreement of October 1, 1984, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above written.

CITY OF VALLEJO, A Municipal Corporation

By: _____
MICHAEL LYNCH,
City Manager

GREATER VALLEJO RECREATION DISTRICT, A Public Agency

By: _____
RICHARD T. CONZELMANN
Administrator

DEVELOPER-LARWIN CONSTRUCTION COMPANY, A California Corporation

By: _____ -Vice President

APPROVED AS TO FORM:

By: _____
CHESTER A. ROGASKI, JR.
Attorneys for Greater Vallejo Recreation District

By: _____
JOHN M. POWERS,
Attorney for City of Vallejo

By: _____
ALBERT M. LAVEZZO
Attorney for Larwin Construction Company

1033

RESOLUTION NO. 85-835 N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows:

THAT the City Manager is hereby authorized to execute and the City Clerk to attest in the name and on behalf of the City of Vallejo that certain Appendix VI to the Master Lease of park and recreational lands and facilities made and entered into by and between the CITY OF VALLEJO, as lessor, and the GREATER VALLEJO RECREATION DISTRICT, as lessee, on December 20, 1974, a true, unexecuted copy of Appendix VI being attached and made a part of this resolution.

ADOPTED by the Council of the City of Vallejo at a regular meeting held on November 12, 1985, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, Kondylis, and Pierce

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

CARS015

APPENDIX VII

THE PARTIES hereby append to and incorporate within that certain Master Lease of park and recreation facilities, made and entered into between the **CITY OF VALLEJO,** as Lessor, and the **GREATER VALLEJO RECREATION DISTRICT,** as Lessee, on December 20, 1974, the following described parcels of real property, together with all appurtenances thereto, subject in all respects to the terms and conditions of the Master Lease and to the specific covenants herein recited relative to those parcels of real property so indicated:

CITY PARK:

Delete the description of said real property contained in Appendix I, and in its place insert the following description:

Description:

All that certain real property lying and being in the City of Vallejo, County of Solano, State of California, particularly described as follows:

Block number four hundred and forty-two (442) as shown and delineated on the official map of said Vallejo, made by E. H. Rowe, Surveyor, and filed for record in the office of the County Recorder of said County, on September 19, 1868, in Book 1 of maps, page 123, excepting therefrom the real property (rectangular parcel of land and building approximately 20 feet X 30 feet equaling 600 sq. feet) depicted on the attached plat or drawing, marked Exhibit "A", and incorporated herein and made a part hereof by this reference,

and subject to the following terms and conditions:

1. Said building (Second Floor) will be used by the City of Vallejo for a police sub-station facility.

2. Said building (First Floor), unless City finds it necessary for expansion of the police sub-station, will be used by GVRD for storage of supplies and equipment used in maintenance of City Park, and the existing restrooms shall remain open for public use during such hours as mutually agreed to by City Manager and General Manager of GVRD.

3. GVRD shall be responsible for the upkeep and maintennance of the First Floor of said building and indemnify and hold harmless City for any injury, loss, damages or expense incurred or suffered as a result of its use, control and maintenance of said portion of the building.

4. City shall be responsible for the renovation and remodeling of said building to make it suitable for a police sub-station facility, and for the upkeep and maintenance of the second floor of the building. City shall indemnify and hold harmless GVRD for any injury, loss, damages or expense incurred or suffered as a result of its use, control and maintenance of said portion of the building.

5. City shall be responsible for taking out and maintaining fire and extended coverage on said building and the contents thereof. Adding the building to the inventory of property on its current policy of fire and extended coverage will satisfy this insurance requirement.

CREST RANCH PARK:

Description:

See the attached description, marked Exhibit "B", and incorporated herein and made a part of this Addendum by this reference.

RICHARDSON PARK ANNEXATION:

Description:

See the attached description, marked Exhibit "C", and incorporated herein and made a part of this Addendum by this reference.

SKY VALLEY OPEN SPACE:

Description:

See the attached description, marked Exhibit "D",. and incorporated herein and made a part of this Addendum by this reference.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized representatives, have executed this instrument on December 30, 1991, at Vallejo, California.

LESSOR:

CITY OF VALLEJO, a Municipal Corporation,

APPROVED AS TO FORM:

JOHN M. POWERS,
City Attorney

BY: Edward G. Wohlenberg
EDWARD G. WOHLENBERG,
City Manager

ATTEST: Mary Ellsworth
for MILDRED R. WATSON,
City Clerk

LESSEE:

GREATER VALLEJO RECREATION DISTRICT, a Recreation and Park District of the State of California

APPROVED AS TO FORM:

CHESTER A. ROGASKI, Jr.,
District Legal Counsel

BY: Bill Thurston
Bill Thurston
Board Chairperson

ATTEST: Irene P. Buck
Irene Buck
District Secretary

bcaApp1

CITY PARK (a portion of)

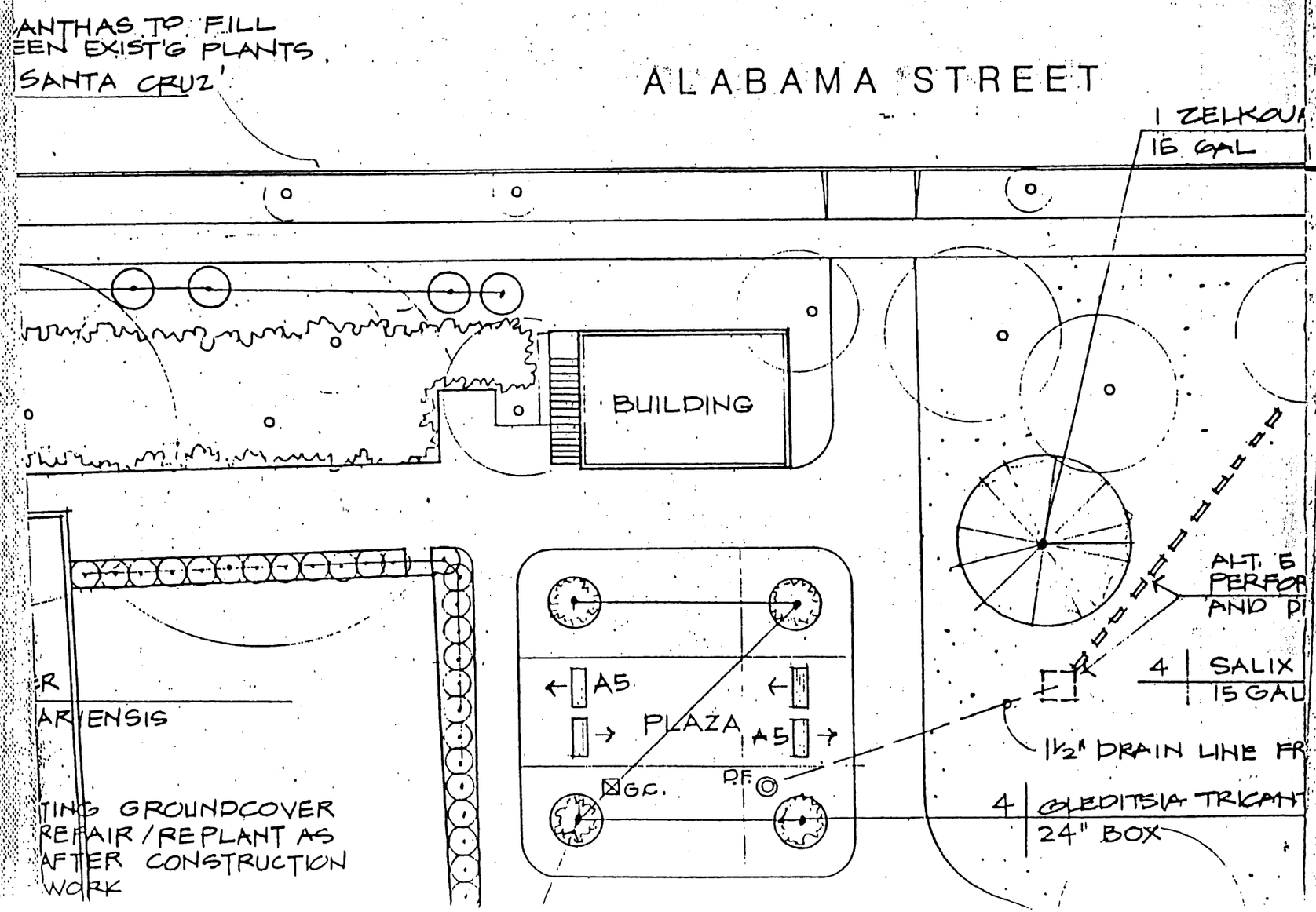


EXHIBIT A

(2)

CREST RANCH PARK

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF VALLEJO, AND IS DESCRIBED AS FOLLOWS:

LOT C, AS SHOWN ON THAT CERTAIN MAP ENTITLED: "FINAL MAP OF CIMARRON HILLS SUBDIVISION, UNIT NO. 9, VALLEJO, CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, CALIFORNIA, SEPTEMBER 22, 1988 IN BOOK 53 OF MAPS, AT PAGE 43.

6

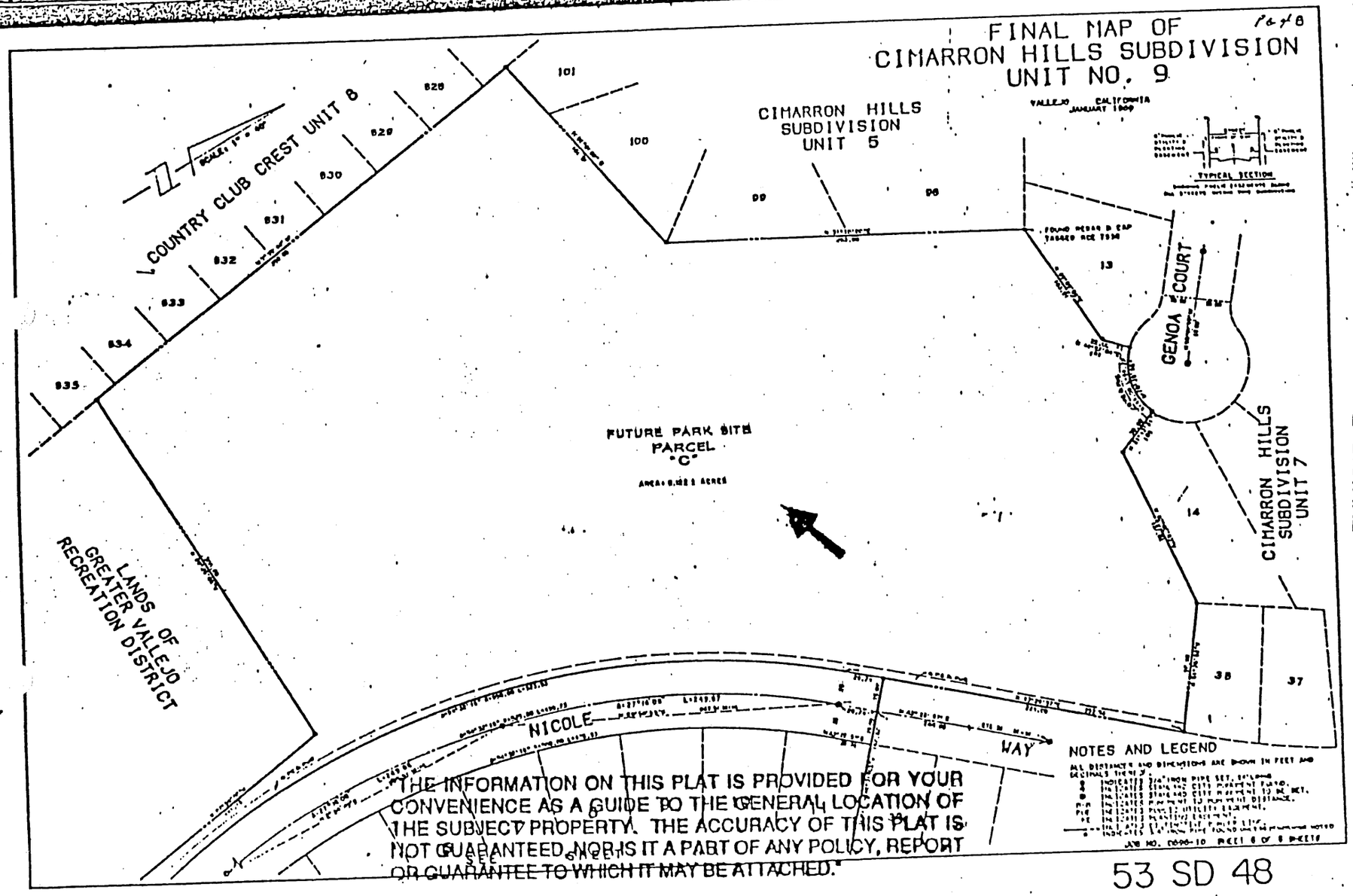


EXHIBIT B

"THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY, REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED."

53 SD 48

RICHARDSON PARK ANNEXATION
LEGAL DESCRIPTION

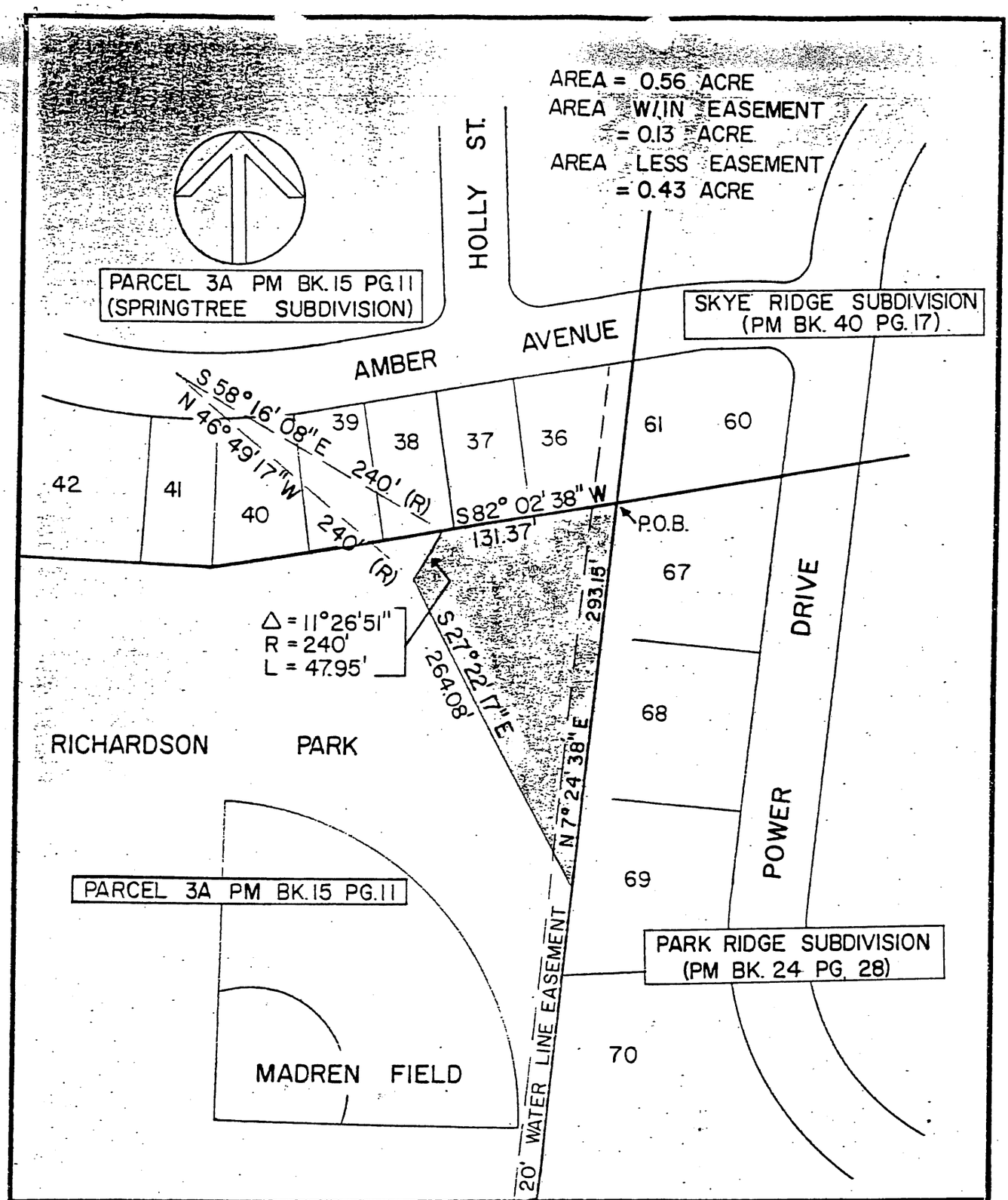
All that certain property situated in the City of Vallejo, County of Solano, State of California, described as follows:

Beginning at the most Southeasterly corner of Parcel 3A as shown on the Parcel Map entitled "A Division of Parcels 3 & 4" filed in the Solano County Recorder's Office in Book 15 of Maps at Page 11, said also being the Southeast corner of Parcel A as shown on a Subdivision Map entitled "Springtree" filed in the Solano County Recorder's Office in Book 35 of Maps at Page 57; thence along the Southerly boundary of Parcel A and Lots 36, 37, and 38 South 82 02'38 West, 131.37 feet to the most Northeasterly corner of Parcel 3B of the aforementined Parcel Map; thence along the Easterly boundary line of said Parcel the following courses: 1) along a nontangent curve concave to the Northwest (a radial line of said curve bears North 58 16'08" West) having a radius of 240.00 feet, a central angle of 11 26'51" and an arc length of 47.95 feet, 2) South 27 22'17" East, 264.08 feet to a point on the Westerly boundary line of Lot 69 as shown on the Subdivision Map entitled "Park Ridge" filed in the Solano County Recorder's Office in Book 24 of Maps at Page 28; thence along the Westerly boundary line of said Lot 69 and Lots 68 and 67 North 6 20'12" East, 293.15 feet to the Point of Beginning.

Contains 0.56 acre more or less.

EXHIBIT C

(C)



CITY OF VALLEJO

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DWG. NO.	SHEET 1 OF 1	PROPOSED PARCEL ANNEXATION TO RICHARDSON PARK
DRAWN BY O.H.H.	FILE NO.	EXHIBIT C
DATE 8-20-85	REF.	APPROVED: ON
CHECKED	SCALE 1" = 10'	DIRECTOR OF PUBLIC WORKS DATE

PRINTED ON DIEPO NO. 1000H CLEARPRINT

SKY VALLEY OPEN SPACE

All that real property situated in the City of Vallejo, County of Solano, State of California, more particularly described as follows:

Parcels A, B, C, D, E, F, G, H, and I as shown on the final map entitled "Sky Valley Unit No. 1" filed June 20, 1990 in Book 58 of Maps at Page 94, Records of Solano County.

Parcels A, B, C, D, G, H, and J as shown on the final map entitled "Sky Valley Unit No. 2" filed April 4, 1991 in Book 60 of Maps at Page 54, Records of Solano County.

Parcels A, B, C, D, E, and F as shown on the final map entitled "Sky Valley Unit No. 3" filed Sept. 12, 1991 in Book 61 of Maps at Page 13, Records of Solano County.

EXHIBIT D

AGREEMENT FOR IMPROVEMENT
OF SCHOOL GROUNDS FOR EXPANDED
PARK AND RECREATIONAL USE

THIS AGREEMENT is made and entered into on the 31st day of December, 1974, by and between the CITY OF VALLEJO, a municipal corporation, hereinafter referred to as "CITY", the VALLEJO CITY UNIFIED SCHOOL DISTRICT, a public school district of the State of California, hereinafter referred to as "DISTRICT", and GREATER VALLEJO RECREATION DISTRICT, a park and recreation district of the State of California, hereinafter called "GVRD".

W I T N E S S E T H:

The purpose of this Agreement is to establish the authority, responsibilities, and mutual obligations of the CITY, DISTRICT and GVRD in the exterior landscaping and improvements to school sites to facilitate the use of designated DISTRICT grounds and facilities as parks and recreational facilities when not being used for school activities.

This Agreement is in partial execution of the direction contained in City Resolution No. 74-393 N.C., adopted June 3, 1974, and is entered into pursuant to said resolution. Said resolution was passed in accordance with provisions of Section 200 and 202 of the Charter of the City of Vallejo and Chapter 6, Division 12 of Part 3 of the California Education Code (Sections 16651 to 16664, inclusive) which authorizes and empowers cities, other governmental agencies and public school districts having jurisdiction over the same territory to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of community education and recreation which will contribute to the attainment of general educational and recreational objectives for children and adults of the State.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. CITY agrees that it shall place DISTRICT'S payment for municipal water sales, only, not including installation or other charges, into a special trust account established to carry out the terms of this Agreement from and after the effective date herein set out. Said trust account shall be retained in the control and dominion of the CITY, but shall not be used for any purpose inconsistent with the terms of this Agreement.

2. The special trust fund so set up shall be devoted exclusively to improvements and maintenance of DISTRICT facilities so that said facilities may be better adapted to park and recreational uses, as maintained and operated by GVRD and/or the DISTRICT. Said improvements shall be limited to the erection, installation, reconstruction, or repair of structures, fixtures and landscaping including fencing, pavement, and sprinkler systems associated therewith located on those portions of DISTRICT properties to be held open to the public for park and recreation purposes, and the areas so improved shall be held open to the public for park and recreational use and enjoyment at all reasonable times when not required for DISTRICT school activities. No DISTRICT property shall be so benefited unless it is within the City limits of the City of Vallejo. Nothing in this section shall be interpreted to require GVRD, CITY or DISTRICT to establish specific park and recreational programs or uses as a result of this Agreement, but any such program, if established, shall be allowed to operate and function at DISTRICT facilities, subject to restrictions herein contained.

DISTRICT agrees that it shall keep every public school building and ground within the contemplation of this Agreement

open and accessible to CITY, GVRD, and any other lawful group, organization, club, or association to the maximum extent required by California Education Code, Section 16556.

3. Expenditures from said trust fund shall be for projects which have been reviewed and approved by the City Council of Vallejo, after consideration of recommendations from GVRD, DISTRICT, the staff of CITY, and the Interagency Schools Committee. Said funds, or any portion thereof, may be expended on said projects as capital improvement expenditures or for continuing maintenance of the facilities, new or existing, improved therewith.

4. Any project proposed or approved hereunder is subject to the restrictions of all applicable federal, state and local laws and regulations governing public projects.

5. Funds approved for projects hereunder may be granted either to DISTRICT or GVRD to carry out the actual improvements upon DISTRICT properties. The agency best equipped to carry out a particular approved project may be determined by agreement between DISTRICT and GVRD. CITY may act to carry out any project approved hereunder, upon agreement of all the parties hereto and approval by the City Council, and CITY shall be compensated from said trust fund for any and all expenses it incurs in connection therewith.

6. DISTRICT and GVRD shall keep accurate accounting records of expenditures made as part of any project engaged in hereunder, and said records shall be subject to review and independent audit by CITY. Any monies allocated but not expended on a project approved as herein set out shall be returned to the trust fund.

7. In the event that DISTRICT or GVRD fail to comply with the provisions of this Agreement, or fail to expend monies as

provided for herein, CITY may, at its option, declare this Agreement terminated as to any such party, may take appropriate action to recover the monies improperly expended, and may deposit any monies remaining in the trust fund in the appropriate CITY budget accounts for DISTRICT'S municipal water service payments. If this Agreement is so terminated, CITY shall not thereafter be obligated in any way thereunder.

8. The terms of this Agreement may be modified at any time by consent and written memorandum between all the parties thereto.

9. The initial term of this Agreement shall commence on July 1, 1974, and end June 30, 1975, and shall be automatically renewed thereafter from year to year for a term corresponding to CITY'S fiscal year (i.e. July 1 to June 30), unless any party gives at least ninety (90) days prior written notice of its intention to terminate this Agreement. Such notice by any one party shall be effective to terminate the entire Agreement. In the event of such termination, any funds remaining in the trust fund herein provided for shall be returned to CITY as payment for water service to DISTRICT, except such funds as are obligated or committed by contract or agreement to complete any project then in progress. Upon termination, DISTRICT shall resume payment for municipal water service at the rates for such service then in effect.

10. DISTRICT agrees to indemnify and hold harmless from and defend the CITY, and members of the City Council and their agents, servants and employees, against any and all claims for liability and judgment for injury to or death of any person or damage to property whatsoever, caused by, created by, or in any way connected with the terms of this Agreement, the improvements that may be made pursuant thereto, or in any way arising out of

or because of the execution of this Agreement, when such claims arise from the acts or omissions of DISTRICT in relation to the terms of this Agreement, or in relation to any action taken or failure to act thereunder.

DISTRICT further agrees to indemnify and hold GVRD harmless from any such act or omission not arising from the negligence or wrongful act or omission of GVRD.

GVRD agrees to indemnify and hold harmless from and defend the City, and members of the City Council and their agents, servants and employees, against any and all claims for liability and judgment for injury to or death of any person or damage to property whatsoever, caused by, created by, or in any way connected with the terms of this Agreement, the improvements that may be made pursuant thereto, or in any way arising out of or because of the execution of this Agreement, when such claims arise from the acts or omissions of GVRD in relation to the terms of this Agreement, or in relation to any action taken or failure to act thereunder.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.

CITY:
CITY OF VALLEJO,
a municipal corporation

By _____
GERALD R. DAVIS
City Manager

APPROVED AS TO LEGAL FORM:

By _____
CITY ATTORNEY

Attest _____
HELEN G. SEEBER
City Clerk

Deputy _____
COUNTY COUNSEL

DISTRICT:
VALLEJO CITY UNIFIED SCHOOL DISTRICT,
a public school district of the
State of California

GVRD LEGAL COUNSEL

By _____

By_____

GVRD:
GREATER VALLEJO RECREATION DISTRICT
a park and recreation district of
the State of California

By_____
CHAIRMAN, BOARD OF DIRECTORS

Attest_____
DISTRICT SECRETARY

RESOLUTION NO. 74-393 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

THAT WHEREAS, the City Council of the City of Vallejo by Resolution No. 73-520, N.C., did establish the Inter-Agency Committee on Schools to study and make recommendations with regard to the impact of residential development on schools; and

WHEREAS, the City Council heard and considered the report and recommendations of the Inter-Agency Committee on Schools, dated 30 May 1974 at its regular meeting of June 3, 1974; and

WHEREAS, it has been the experience of the City Council that the annexation of lands, and the subdivision of large parcels of land for residential development, results in the overcrowding of public schools; and

WHEREAS, the City Council after careful review and study of said report and recommendations does hereby find and declare:

(1) That the design and maintenance of school sites has direct impact on the community and the lifestyle the community offers to the residents, and reflects the concern of citizens for their children and neighborhood;

(2) That it is appropriate to use school sites as multipurpose education, recreation, and park centers to promote educational, cultural, social and leisure time opportunities for citizens of all ages, and to prevent the decline of neighborhoods;

(3) That the recommended program of recreation-oriented site improvements is necessary for the enhancement of educational functions, the promotion of recreation and park uses, and the upgrading and maintenance of neighborhoods; now therefore,

BE IT RESOLVED by the City Council of the City of Vallejo that the Council endorses the Schools Utilization Plan of the Inter-Agency Committee on Schools, and that the Council does approve in principal disbursements from the Neighborhood Park and Recreation Facilities Fund for the Implementation of the Schools Utilization Plan and for the provision of recreation-oriented improvements to new schools; and

BE IT FURTHER RESOLVED, that the City Council of the City of Vallejo does hereby approve in principle the concept of City forgiveness of school district-wide water consumption rates and services fees charged to the Vallejo Unified School District in

return for quid pro quo expenditure increas by Vallejo City Unified School District for general school site maintenance; and

BE IT FURTHER RESOLVED that City Staff is hereby authorized and directed to prepare and submit to the City Council a revised schedule of fees under the Park Land Dedication Ordinance.

BE IT FURTHER RESOLVED that City Staff is hereby authorized and directed to prepare and submit to the City Council a contract to implement the use of water fee-school site maintenance arrangement with the Vallejo Unified School District referenced hereinabove; and

BE IT FURTHER RESOLVED that as part of annexation negotiations or negotiations for any major residential subdivision, the Council may require from the applicant a statement of how he proposes to provide for public facilities, including schools and parks, that would be needed to serve the population in the area to be developed.

ADOPTED by the Council of the City of Vallejo at a regular meeting held June 3,1974, by the following vote:

AYES: Councilmen Asera, Bertuzzi, Cunningham, Curtola, Douglas, Dubnoff and Sibley

NOES: None

ABSENT: None

Florence E. Douglas
FLORENCE E. DOUGLAS, MAYOR

ATTEST: Helen G. Seeber
HELEN G. SEEBER, CITY CLERK

ORDINANCE NO. 266 N. C. (2d)

AN ORDINANCE OF THE CITY OF VALLEJO, CALIFORNIA, CREATING A SPECIAL FUND TO BE KNOWN AS THE "SCHOOL GROUNDS IMPROVEMENT TRUST FUND", PURSUANT TO THE PROVISIONS OF SECTION 713 OF THE CHARTER OF THE CITY OF VALLEJO.

THE COUNCIL OF THE CITY OF VALLEJO DOES ORDAIN AS FOLLOWS:

SECTION 1. CREATION OF FUND. There is hereby created pursuant to Section 713 of the Charter of the City of Vallejo a special fund to be known and referred to as the "School Grounds Improvement Trust Fund", into which shall be deposited all payments received by the City of Vallejo from the Vallejo City Unified School District for municipal water sales only, all as set forth in that certain Agreement for Improvement of School Grounds for Expanded Park and Recreational Use, dated December 31, 1974, by and between the City of Vallejo, the Vallejo City Unified School District and the Greater Vallejo Recreation District. The monies deposited into said Fund shall be used for the purposes set forth in the Agreement,and subject to the terms and conditions thereof.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage.

First read at a regular meeting of the Council of the City of Vallejo held on the 13th day of January, 1975, and finally passed and adopted at a regular meeting of said Council held on the 20th day of January, 1975, by the following vote:

AYES: Councilmen Asera, Bertuzzi, Cunningham, Curtola, Douglas Dubnoff and Sibley

NOES: None

ABSENT: None

FLORENCE E. DOUGLAS, Mayor

ATTEST:

HELEN G. SEEBER, City Clerk

FY 1983/84

RESOLUTION NO. 83-495 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

WHEREAS, the City Council has allocated $174,000 of Community Development Block Grant funds for the restoration of City Park by the Greater Vallejo Recreation District,

BE IT RESOLVED that the City Council hereby authorizes the City Manager to sign the attached agreement with the Greater Vallejo Recreation District awarding $174,000 of Community Development Block Grant funds for the City Park Rehabilitation Project.

ADOPTED by the Council of the City of Vallejo at a regular meeting held July 18, 1983, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, Kondylis and Sibley

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

THIS AGREEMENT, entered into the ____ day of _____, 19___ by and between the City of Vallejo, a municipal corporation (hereinafter CITY), and the Greater Vallejo Recreation District (hereinafter GVRD or DISTRICT).

WITNESSETH

WHEREAS, CITY has received Community Development Block Grant funds from the Department of Housing and Urban Development (hereinafter HUD) as an entitlement public jurisdiction pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, CITY desires to engage GVRD, and CITY has appropriated funds not to exceed $174,000 (One Hundred Seventy-Four Thousand Dollars) to be utilized during the time period between July 1, 1983 and June 30, 1984 for the purpose of rehabilitating City Park as described in the Scope of Work (hereinafter PROGRAM), and

WHEREAS, the PROGRAM will benefit low and moderate income residents of Vallejo and will assist in the elimination of slums and blight.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PROGRAM COORDINATION

A. CITY: Ted A. MacDonell, City Manager, or his designee, shall be the PROJECT MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to be performed by CITY shall be under the overall direction of the PROJECT MANAGER.

B. DISTRICT: GVRD shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this

agreement require a substitute PROGRAM DIRECTOR, GVRD shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and GVRD staff will fully cooperate with CITY'S PROGRAM MANAGER relating to the PROGRAM, areas of concern, and the impact of PROGRAM on residents of CITY.

C. NOTICES: All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following addresses:

CITY: Ted A. MacDonell, City Manager
P. O. Box 1432
Vallejo, CA 94590

DISTRICT: Richard Conzelmann, Administrator
Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590

II. SCOPE OF WORK

The PROGRAM shall consist of preparing plans and specifications and rehabilitating City Park according to the Plans and Specifications which shall be attached to and be a part of this Agreement.

III. PROGRAM BUDGET

A. Source of Funds	Amount
Community Development Block Grant Funds	$174,000
State of California, Department of Parks and Recreation, Roberti-Z'Berg Grant	9,535
Donations	1,000
TOTAL	$184,535

B. Application of Funds	Amount
Design and Rehabilitation of City Park	$184,585

IV. METHOD OF PAYMENT

CITY agrees to pay GVRD up to One Hundred Seventy Four THOUSAND DOLLARS ($174,000.00) upon proof satisfactory to the CITY that GVRD funds have been expended or that GVRD has been billed for work performed pursuant to the PROGRAM.

V. TIME OF PERFORMANCE

GVRD shall perform all work herein described as its part to be performed within a reasonable time but in no event beyond June 30, 1984. Performance of this Agreement by GVRD may be extended thereafter by written amendment of this Agreement by the parties hereto.

VI. ACKNOWLEDGMENT

A sign no less than three feet by six feet shall be posted at the construction site with the following clearly displayed:

1. The Seal of the City of Vallejo.
2. The Logo: "Another Community Development Project Funded in Part by the City of Vallejo."

VII. ASSURANCES

GVRD hereby assures and certifies compliance with the regulations, policies, guidelines and requirements (including OMB Circulars No. A-87, A-102, A-110 and No. A-122), as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also GVRD assures and certifies to the CITY that:

A. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

B. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.

C. Not exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, sex, age, religion or handicap status in accordance with the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Civil Rights Act of 1964 or Title VII of the Act of 1968.

D. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

E. It will establish safeguards to prohibit employees of GVRD or Federal, State or Local Governments from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. Comply with the applicable provisions of the Political Reform Act of 1974 relating to conflicts of interest (codified in California Government Code Section 87100, et seq.) and promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

G. It shall provide for the conduct of one independent audit.

H. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

I. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

J. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amends (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16

U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effect (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

K. Comply with Section 3 of the Housing and Community Development Act of 1968 as amended in the provision of training, employment and business opportunities.

L. Comply with provisions of Executive Order 11246 as amended on equal employment opportunities and affirmative action relative to employees and applicants and nonexempt contracts and subcontracts.

M. Comply with 24 CFR Part 35 of the HUD regulations prohibiting the use of lead-based paint in the construction or rehabilitation of residential structures.

N. Comply with the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act.

O. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

VIII. "JOBS BILL" REQUIREMENTS

$50,000 (Fifty Thousand Dollars) of the funds appropriated by the City for this Agreement have been received from HUD under the provisions of Public Law 98-8 commonly known as the "Jobs Bill." The Jobs Bill requires City "to the extent practicable utilize such funds in a manner which maximizes immediate creation of new employment opportunities to individuals who were unemployed at least fifteen of the twenty-six weeks" prior to March 24, 1983.

City shall provide language to be included in bidding documents for construction work covered by this document. Said language will require bidders to provide a maximum number of job opportunities for the long-term unemployed.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year above written.

APPROVED AS TO FORM

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF VALLEJO

_____
City Manager

GREATER VALLEJO RECREATION DISTRICT

By: _____

RESOLUTION NO. 83-681 N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows:

WHEREAS, the Three-Year Community Development Plan and the FY 83-84 CDBG grant allocate $90,000 to the Vallejo City Unified School District for completion of the Everest-Setterquist Park project; and

WHEREAS, the District has made a good faith effort to raise matching funds as required by the Three Year Plan, but has been unsuccessful because of State and Federal funding cutbacks; now, therefore,

BE IT RESOLVED, that the City Council hereby waives the matching requirement of the Three Year C.D. Plan and authorizes the City Manager to sign the attached Grant Agreement with the Vallejo City Unified School District for $90,000 to complete the Everest-Setterquist Park project.

ADOPTED by the Council of the City of Vallejo at a regular meeting held October 11, 1983, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, and Sibley

NOES: None

ABSENT: Councilmember Kondylis, excused

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

GREATER • VALLEJO
RECREATION DISTRICT
Richard T. Conzelmann
ADMINISTRATOR

(707) 642-7556

395 AMADOR STREET • VALLEJO, CA 94590

RECEIVED
DEC 12 1983
OFFICE OF THE CITY ATTORNEY
VALLEJO, CALIFORNIA

December 9, 1983

Mr. Michael Rousch
Assistant City Attorney
City of Vallejo
P. O. Box 3068
Vallejo, CA 94590

Re: Park Dedication Ordinance

Dear Mike:

As per our phone conversation of the other day concerning changes that may affect the City of Vallejo Park Dedication ordinance, please be advised as follows--

In the legislative year of 1982, Senate Bill 1785 by Senator Foran was adopted by the legislature with amendments, was ultimately signed by the Governor and went into effect in January 1983.

Without going into the details of all of the elements that were introduced and those amendments that were subsequently enacted, that portion in which you are interested is as follows: no dedication of land can be required for park purposes in excess of three acres per 1000 subdivision residents <u>unless</u> the amount of <u>existing</u> park area in the city, county or local public agency exceeds that ratio, in which case the legislative body may adopt the existing ratio as a higher standard but not to exceed a standard of five acres per 1000 subdivision residents.

As of January 1983, the total area of neighborhood and community parks in the City of Vallejo/GVRD, not including water areas such as Lake Chabot or including any golf course properties, was 382.10 acres and the population of the City/District based on the 1980 Federal census was 89,700 (approximately 87,000 in the incorporated area of the city, approximately 2700 in the unincorporated area but part of GVRD). These statistics establish that there were 4.25± acres of parks per one thousand (1000) population.

The 1980 Federal census for the City of Vallejo also found the average population per dwelling to be 2.8 persons per dwelling unit. Therefore, 4.25 acres of park land for each 1000 subdivision residents equates to 1.19 acres for each 100 dwelling units (4.25 ÷ 1000 persons X 100 dwelling units X 2.8 persons per dwelling).

In light of the foregoing, it is clear that the existing ratio in Vallejo is a higher standard than that which was enacted by SB1785 and does not exceed the bill's standard maximum of five acres per 1000.

You may consider it prudent to include an amendment or addendum to the existing Park Dedication ordinance using these statistics which may serve to satisfy any future inquiries by subdividers.

I hope this information will be of some assistance to you. Feel free to contact me if you wish.

Sincerely,

Richard T. Conzelmann
Administrator

/gs

OFFICE OF THE CITY ATTORNEY
CITY OF VALLEJO
CITY HALL
VALLEJO, CALIFORNIA 94590

December 28, 1983

SUBJECT: Amendment to Park, Recreation and Open Space Dedication Ordinance

TO: The Honorable Mayor and
Members of the City Council
City of Vallejo
City Hall, 555 Santa Clara St.
Vallejo, CA 94590

The City's Park, Recreation and Open Space Dedication Ordinance (Chapter 3.18 of the Vallejo Municipal Code) authorizes the City to require dedication of land, payment of fees in lieu thereof, or a combination of both, for park and recreational purposes as a condition to the approval of a final subdivision or parcel map, citing both Gov't. Code, §66477 and the home rule powers vested in Vallejo as a charter City. Section 3.18.050 sets forth certain standards with respect to the amount of land which is to be acquired and developed for park, recreation and open space for the residents in the City and provides that 4.25 acres of land for each 1000 persons be acquired and developed in the interest of public health, safety, welfare and convenience.

What this means, essentially, is that the City can require a developer to dedicate land for park, recreation and open space purposes at the ratio of 4.25 acres for every 1000 persons a particular subdivision will house. (The ordinance deems that certain types of units shall house a certain number of people, e.g., each three bedroom unit shall be deemed to house 2.5 persons. Consequently, should a particular subdivision consist of 400 3 bedroom units, the City could require a developer to dedicate 4.25 acres of land for that development (400 units x 2.5 persons = 1000 persons).)

However, effective January 1, 1983, SB1785 (by Senator Foran) became state law. That bill, which amended Gov't. Code §66477, provides in relevant part that no dedication of land can be required for park purposes in excess of 3 acres/1000 residents <u>unless</u> the amount of <u>existing</u> park area in the City or local public agency exceeds that ratio, in which case the legislative body may adopt the existing ratio as a higher standard, but not to exceed a standard of 5 acres/1000 residents.

Although we have been aware of this state legislation since its enactment, we felt we could rely on our home rule powers to uphold the ordinance with respect to the 4.25 acres/1000 persons ratio. However, in discussing this matter with other City

Attorneys, it is the consensus that the Council should now make a finding to justify the existing ratio, which finding would be in keeping with the intent of SB1785.

Consequently, to be on the safe side, I have requested Dick Conzelmann, Administrator of GVRD, to provide me with the appropriate calculations for the City/District to determine the appropriate ratio for the City's park and recreation dedication ordinance. This he has done in the attached correspondence. His calculations bear out a finding that the 4.25 acres/1000 residents ratio is supportable.

This office recommends that the Council adopt the attached ordinance which will indicate that the ratio in the ordinance is in fact based on the analysis required by SB1785. So as not to have a hiatus, the ordinance is written as an urgency ordinance.

If there are any questions concerning this matter, I will be glad to answer them.

Respectfully submitted,

JOHN M. POWERS
City Attorney

Michael H Roush

MICHAEL H. ROUSH
Assistant City Attorney

MHR:dd

cc: Planning Department

Dick Conzelmann, Administrator of GVRD

APPENDIX VIII

LEASE

THIS LEASE executed in duplicate at Vallejo, Solano County, California; made and entered into this 1st day of July, 1989, by and between the GREATER VALLEJO RECREATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as "DISTRICT", and the VALLEJO PARENT NURSERY SCHOOL, INC., hereinafter referred to as "NURSERY".

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES:

The DISTRICT is the Lessee under a master lease with the City of Vallejo of certain real property situated in the County of Solano, State of Califonria, and more particularly described as Gibson Park, located between Florida and Capitol Streets and bounded by Amador and Glenn Streets.

NURSERY, for purpose of providing facilities for the operation of pre-school children's activities of a recreational nature, is desirous of using a portion of said real property, hereinafter described:

> Beginning at a point on the easterly right of way line of Amador Street approximately 127.4 feet south of the south right of way line of Florida Street, said point being the southwest corner of Green Subdivision recorded in Book 9 of Maps, Page 32, and marked with a #8196 Tag on a 2"x2" hub set in the year 1955; thence proceeding in a southerly direction along the aforementioned easterly right of way line of Amador Street for a distance of 64 feet; thence turning and running in an easterly direction along a line with a bearing South 89°01'52" East for a distance of 237.6 feet to a point on the west right of way line of Glenn Street; thence turning and running in a northerly direction along said west right of

way line of Glenn Street for a distance of 64 feet; thence turning and running in a westerly direction on a line bearing North 89°01'52" West for a distance of 237.6 feet to the point of beginning. The previously described area contains approximately 0.349 acres.

NURSERY is a non-profit corporation whose purposes and objectives DISTRICT deems to be akin to those of the DISTRICT.

2. TERM:

In consideration of the mutual convenants hereinafter stated, DISTRICT and NURSERY hereby agree to perform all of said terms, conditions, and agreements insofar as the same are or ought to be performed, by said parties, and the DISTRICT hereby grants to the NURSERY the right and privilege of operating, and maintaining upon said real property, heretofore described, buildings and appurtenances necessary to the operation of a parent nursery school for a period beginning the 1st day of July, 1989, and ending the 30th day of June, 1997.

It is acknowledged by both DISTRICT and NURSERY that the authority for this lease is restricted by the terms of the master lease agreement between the City of Vallejo and the Greater Vallejo Recreation District, covering use of this and other facilities and dated August 17, 1964.

It is further acknowledged that this Lease can convey no greater rights or privileges than those contained in said lease agreement.

3. USE:

The DISTRICT hereby authorizes the NURSERY to enter upon the hereinabove described real property and to operate, and maintain a building and other improvements for purposes as set forth, provided;

however, that no construction or major improvements shall be made without the written approval of the DISTRICT of plans, specifications, and time schedule of construction first had and obtained. It is furher provided that NURSERY shall assure the DISTRICT of its financial capability to complete said improvements by providing a performance bond, adequate unencumbered capital, or other means satisfactory to both DISTRICT and NURSERY.

The NURSERY, in recognition of the aforementioned purposes and objectives, as embraced by both NURSERY and DISTRICT in entering into this Lease, agrees to utilize its facilities so as to provide service to the greatest possible number of residents of the Greater Vallejo Recreation District.

4. RENT:

The rent for said premises shall be the sum of One Dollar ($1.00) per year payable upon the first day of July of each year of the term. The NURSERY shall pay to the proper public officers charged with the collection thereof, not later than ten (10) days before the same shall become delinquent, all taxes and assessments, if any, which hereafter lawfully and properly may be assessed, levied, or imposed upon the real property, hereinabove described, or any part or portion thereof, including any tax or assessment, which may be assessed, levied, or imposed upon the Lease hereinabove granted.

The NURSERY shall pay for all water, electricity, garbage, and public utilities service of every kind and nature whatsoever, used on or in connection with said premises.

The NURSERY shall pay all janitorial, custodial, and maintenance services required for the upkeep and general repair of said building and grounds and will maintain said building and grounds in a good and clean condition at all times suitable for public use and shall furthermore repair all damages to said building and grounds.

5. ASSIGNMENT AND SUBLETTING:

The NURSERY shall not assign, convey, or otherwise transfer this Lease, either in whole or in part, or assign, convey or transfer, either in whole or in part, any of the rights and/or privileges accruing to it hereunder, nor shall the NURSERY record or permit to be recorded this Lease with out the written consent of the DISTRICT.

6. REPAIRS:

The NURSERY shall not make structural alterations or improvements to or upon said premises without first obtaining the written consent of the DISTRICT, and shall secure from the proper public authorities all permits of whatever kind or nature which shall be necessary for the said repairs. NURSERY shall bear the sole cost of said repairs and hold DISTRICT harmless therefrom.

7. INSURANCE:

(a) During the term of this Lease, NURSERY shall, at NURSERY's expense, obtain and keep in force a policy or policies of comprehensive liability insurance covering bodily injury and property damage with a combined single liability limit of not less than Five Hundred Thousand Dollars ($500,000.00) insuring against all liability of NURSERY and its authorized representatives arising out of or in connection with the premises and

naming DISTRICT as an additional insured;

(b) In the event that the NURSERY shall at any time during the period of its occupation of said real property and/or subsistence of this Lease fail to maintain said public liability and contingent liability insurance as required by the above paragraph, the DISTRICT shall have the right to procure and maintain such insurance at the cost and expense of the NURSERY, and all sums to paid by the DISTRICT for the purpose of procuring and maintaining such insurance shall be repaid by the NURSERY to the DISTRICT upon demand therefore, and shall bear interest from the date of payment by the DISTRICT at the rate of ten percent (10%) per annum until so repaid.

8. INDEMNIFICATION:

NURSERY shall indemnify and hold DISTRICT harmless from and against any and all losses, liabilities, costs, expenses (including attorneys's fees), claims, actions and demands arising out of NURSERY's possession or use of the property, or caused by any negligent act or negligent omission of NURSERY, its employees, agents or contractors.

9. INSURANCE HAZARDS:

No use shall be made or permitted to be made of the said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said permises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall NURSERY sell, or permit to be kept, used or sold in or about said premises, any article which may be prohibited by the standard form of fire insurance policies.

NURSERY shall, at his sole cost and expense, comply with any and all requirements, pertaining to said premises, or any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering said building and appurtenances.

10. WASTE. QUIET CONDUCT:

NURSERY shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located.

11. SIGNS:

NURSERY shall not place or permit to be placed any projecting sign, marquee, or awning on the front of the said premises without the written consent of DISTRICT; NURSERY upon request of DISTRICT, shall immediately remove any sign or decoration which NURSERY has placed or permitted to be placed in, on, or about the front of the premises and which in the opinion of DISTRICT is objectionable or offensive, and if NURSERY fails to remove said sign, DISTRICT may enter upon said premises to remove said sign, and NURSERY shall not place or permit to be placed upon the said sidewall, rear wall, or roof, any sign, advertisement, or notice without the written consent of DISTRICT.

The sign, marquee, or awning so placed shall comply with an existing sign ordinance or enactment promulgated by the City of Vallejo, County, State or Federal authorities and shall be at NURSERY's expense.

12. ENTRY BY DISTRICT:

The DISTRICT and its agents shall have access to said premises at all reasonable times to inspect the same for the purpose of ascertaining that the provisions of this Lease are being complied with by NURSERY.

13. ACCEPTANCE OF PREMISES AS IS.
SURRENDER AT END OF TERM:

By entry hereunder, NURSERY accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this Lease, to surrender unto DISTRICT said premises with said appurtenances, except as hereinafter set forth, in the same condition as then received, reasonable use and wear thereof and damages by fire, Act of God, or by the elements excepted, and to remove all of NURSERY's signs from said premises.

14. TIME:

Time is of the essence of this Lease.

15. CONSENT:

Whenever the consent, permission or approval of either party is required under this Lease, that party shall not unreasonably withhold or delay such consent, permission or approval.

16. DEFAULT:

Should NURSERY default in the performance of any of the provisions of this Lease agreement DISTRICT may terminate this agreement within thirty (30) days written notice of such termination to the NURSERY. Upon receipt of such notice the NURSERY shall vacate the premises within such prescribed time.

Upon termination of the Lease for any reason, the NURSERY

shall, within ninety (90) days of receipt of notice of such termination, remove its personal property and all structures and appurtenances erected by the NURSERY and nursery employees and agents. Structures and appurtenances not removed within the prescribed period shall become the property of the DISTRICT.

NURSERY further agrees, upon termination of this Lease, to leave such premises in the same condition as it was at the time of the execution of this Lease agreement.

17. ATTORNEYS' FEES:

In the event of any suit under this Lease, the prevailing party as adjudged by any court shall be entitled to recovery reasonble attorneys' fees as part of the judgment.

18. WAIVER:

The waiver by DISTRICT of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, convenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of consideration hereunder by DISTRICT shall not be deemed to be a waiver of any preceding breach by NURSERY of any term, covenant, or condition of this Lease, regardless of DISTRICT's knowledge of such preceding breach at the time of acceptance of such consideration.

19. COMPLIANCE WITH LAW:

Said facility shall not directly or indirectly be used by NURSERY or by any other person or persons for any illegal or immoral purposes, or for any purpose in violation of the laws of the State of California, the United States of America, or any municipal rule or regulation or ordinance of the City of Vallejo

or of any DISTRICT rule or regulation which may now or hereafter be enacted, passed, or adopted with reference to the construction, maintenance, use or occupation of said premises.

20. QUIET ENJOYMENT:

The NURSERY, by performing the convenants herein contained, shall and may quietly and peacefully use, hold, and enjoy said premises during the whole of said term as aforesaid.

21. NOTICES:

All notices which may be proper or necessary for the parties hereto to serve upon each other may, in the case of the DISTRICT be effectively served upon said DISTRICT by said NURSERY by delivering same, in writing, addressed to said DISTRICT at 395 Amador Street, Vallejo, California, and in the case of the NURSERY, be effectively served upon said NURSERY by said DISTRICT by delivering same, in writing, addressed to P.O. Box 368, Vallejo, California, or such other place or places as said DISTRICT and NURSERY may, by written notice serve upon the other, from time to time designate.

22. EXTENDED TERM:

Should NURSERY fully and faithfully perform all the terms and condition of this Lease for the full terms specified in Section 2 above, of the Lease, NURSERY may extend this Lease for a further term of two (2) years, commencing on expiration of the full term specified in Section 2 above, of this Lease by giving DISTRICT written notice of NURSERY's desire to do so at least ninety (90) days prior to expiration of the term specified in Section 2, above.

Rental payments for the extended term shall be in accordance with an agreement entered into by the parties and documented in writing prior to the commencement of the extended term.

IN WITNESS WHEREOF, said DISTRICT and said NURSERY have caused these presents to be executed, all on the day and year first above written.

VALLEJO PARENT NURSERY SCHOOL, INC.

Kelly White

PRESIDENT

GREATER VALLEJO RECREATION DISTRICT
a political subdivision of the
State of California

Jackie Montgomery

CHAIRMAN, BOARD OF DIRECTORS

Approved as to form:

DUNN, ROGASKI & PREOVOLOS

By: Chester A. Papp

ATTORNEYS,
Greater Vallejo Recreation District

L E A S E

4115

THIS INDENTURE OF LEASE, made and entered into this 10th day of FEBRUARY, 1965, by and between the GREATER VALLEJO RECREATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as DISTRICT, and the VALLEJO PARENT NURSERY SCHOOL, INC., hereinafter referred to as NURSERY.

W I T N E S S E T H:

THAT WHEREAS, the DISTRICT is the lessee of certain real property situated in the County of Solano, State of California, and more particularly described as Gibson Park, located between Florida and Capitol Streets and bounded by Amador and Glenn Streets.

WHEREAS, NURSERY, for purposes of constructing buildings and appurtenances necessary to provide facilities for the operation of pre-school children's activities of a recreational nature, is desirous of using a portion of said real property, hereinafter described:

> Beginning at a point on the easterly right of way line of Amador Street approximately 127.4 feet south of the south right of way line of Florida Street, said point being the southwest corner of Green Subdivision recorded in Book 9 of Maps, Page 32, and marked with a #8196 Tag on a 2"x2" hub set in the year 1955; thence proceeding in a southerly direction along the aforementioned easterly right of way line of Amador Street for a distance of 64 feet; thence turning and running in an easterly direction along a line with a bearing South 89°01'52" East for a distance of 237.6 feet to a point on the west right of way line of Glenn Street; thence turning and running in a northerly direction along said west right of way line of Glenn Street for a distance of 64 feet; thence turning and running in a westerly direction on a line bearing North 89°01'52" West for a distance of 237.6 feet to the point of beginning. The previously described area contains approximately 0.349 acres.

WHEREAS, NURSERY is a non-profit corporation whose purposes and objectives DISTRICT deems to be akin to those of the DISTRICT;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated, DISTRICT and NURSERY hereby agree to perform all of said terms, conditions, and agreements insofar as the same are or ought to be performed, by said parties, and the DISTRICT hereby grants to the NURSERY the right and privilege of constructing, operating, and maintaining upon said real property, heretofore described, buildings and appurtenances necessary to the operation of a parent nursery school for a period beginning the 10th day of February, 1965, and ending the 30th day of June, 1989.

It is acknowledged by both DISTRICT and NURSERY that the authority for this lease is restricted by the terms of the lease agreement between the City of Vallejo and the Greater Vallejo Recreation District, covering use of this and other facilities and dated August 17, 1964.

It is further acknowledged that this lease can convey no greater rights or privileges than those contained in said lease agreement.

1. The DISTRICT hereby authorizes the NURSERY to enter upon the hereinabove described real property and to erect, operate, and maintain a building and other improvements for purposes as set forth, provided, however, that no construction or major

provements shall be made without the written approval of the DISTRICT of plans, specifications, and time schedule of construction first had and obtained. It is further provided that NURSERY shall assure the DISTRICT of its financial capability to complete said improvements by providing a performance bond, adequate unencumbered capital, or other means satisfactory to both DISTRICT and NURSERY.

2. The NURSERY shall pay to the proper public officers charged with the collection thereof, not later than ten (10) days before the same shall become delinquent, all taxes and assessments which hereafter lawfully and properly may be assessed, levied, or imposed upon the real property, hereinabove described, or any part or portion thereof, including any tax or assessment, which may be assessed, levied, or imposed upon the lease hereinabove granted.

3. The NURSERY, in recognition of the aforementioned purposes and objectives, as embraced by both NURSERY and DISTRICT in entering into this lease, agrees to utilize its facilities so as to provide service to the greatest possible number of residents of the Greater Vallejo Recreation District.

4. The NURSERY shall not assign, convey, or otherwise transfer this lease, either in whole or in part, or assign, convey, or transfer, either in whole or in part, any of the rights and/or privileges accruing to it hereunder, nor shall the NURSERY record or permit to be recorded this lease, without the written consent of the DISTRICT.

5. The NURSERY shall pay for all water, electricity, and public utilities service of every kind and nature whatsoever, used on or in connection with said premises.

6. The NURSERY shall pay all janitorial, custodial, and maintenance services required for the upkeep and general repair of said building and will maintain said building in a good and clean condition at all times suitable for public use and shall furthermore repair all damages to said building.

7. The NURSERY shall not make structural alterations or improvements to or upon said premises without first obtaining the written consent of the DISTRICT, and shall secure from the proper public authorities all permits of whatever kind or nature which shall be necessary for the construction, erection, and

intenance of said buildi...

8. The NURSERY shall procure from, and during the period of its occupation of said hereinabove described real property and/or the subsistence of this lease, maintain with an insurance carrier or carriers approved by the DISTRICT, public liability and contingent liability insurance for limits of not less than $50,000 for injuries to one person and $100,000 for any one accident, and shall provide the DISTRICT with a Certificate of Insurance.

In the event that the NURSERY shall at any time during the period of its occupation of said real property and/or subsistence of this lease fail to maintain said public liability and contingent liability insurance as hereinabove in this paragraph provided to be by it procured and maintained, the DISTRICT shall have the right to procure and maintain such insurance at the cost and expense of the NURSERY, and all sums so paid by the DISTRICT for the purpose of procuring and maintaining such insurance shall be repaid by the NURSERY to the DISTRICT upon demand therefore, and shall

...ar interest from the date of payment by the DISTRICT, at the rate of seven (7) per cent per annum, until so repaid. In the event of the recovery by any person or persons of a final judgement of a Court against the NURSERY and/or DISTRICT arising out of an action for damage or injury, including death, to person and/or property suffered or claimed to have been suffered by any person or persons upon the hereinabove described premises, including the NURSERY and its guests, servants, or any other persons upon the premises at its invitation, expressed or implied, or in or about the said premises, from any cause whatsoever, during the period of NURSERY'S Occupation of said real property and/or the subsistence of this lease which said judgement shall not fully be paid and satisfied from the proceeds of the public liability and contingent liability insurance policies hereinabove in this paragraph provided for, or should any such final judgement be recovered and at the time of the injury complained of in the action in which said judgement was recovered there was in force no such insurance as is hereinabove in this paragraph required to be maintained, the NURSERY hereby agrees fully to pay and

satisfy said judgement and to hold the DISTRICT exempt, free, and harmless from and against any and all claims or liability arising therefrom.

9. The DISTRICT and its agents shall have access to said premises at all reasonable times to inspect the same for the purpose of ascertaining that the provisions of this lease are being complied with, and for the further purpose of posting and keeping posted notices of non-responsibility for materials furnished for and labor furnished upon any building or structure which the NURSERY may cause to be constructed or erected thereon.

10. The NURSERY shall pay, indemnify, and save harmless the DISTRICT against all liens and claims of liens of contractors, sub-contractors, mechanics, materialmen, or others arising out of any work in connection with the erection, construction, alteration or repair of said building which the NURSERY may cause to be placed upon the hereinabove described premises, and in the event of any default on the part of the NURSERY in payment of any mechanics', contractors', sub-contractors', or materialmen's or other lien or liens, of

ny kind or nature whatsoever, incurred by reason of or in connection with the erection, construction, alteration, or repair of any said building or structure, the DISTRICT may, but shall not be obligated to, take steps as in its sole discretion it may deem proper to remove or discharge any such lien or liens, and the NURSERY covenants thereupon, on demand, to reimburse and pay the DISTRICT any amount by it expended for the purpose of removing or discharging such lien or liens, with interest thereon, at the rate of seven (7) per cent per annum, from the date of payment so made until repayment thereof by the NURSERY to the DISTRICT.

The NURSERY shall pay to and indemnify the DISTRICT from and against the payment of any and all loss, legal costs, and charges, inclusive of reasonable counsel fees by the DISTRICT lawfully and reasonably incurred or expended in connection with the prosecution or defense of any suit or other proceeding relating to said premises, or any part thereof, or in connection with discharging the said premises, or any part thereof, from any liens, charges, or encumbrances created

by or against the same by any act of the NURSERY.

11. Should NURSERY default in the performance of any of the provisions of this lease agreement DISTRICT may terminate this agreement with thirty (30) days written notice of such termination to the NURSERY. Upon receipt of such notice the NURSERY shall vacate the premises within such prescribed time.

Upon termination of the lease for any reason, the NURSERY shall, within ninety (90) days of receipt of notice of such termination, remove its personal property and all structures and appurtenances erected by the NURSERY and nursery employees and agents. Structures and appurtenances not removed within the prescribed period shall become the property of the DISTRICT.

NURSERY further agrees, upon termination of this lease, to leave such premises in the same condition as it was at the time of the execution of this lease agreement.

12. Said facility shall not directly or indirectly be used by NURSERY or by any other person or persons for any illegal or immoral purposes, or for any purpose in violation of the laws of the State of California, the United States of America.

any municipal rule or regulation or ordinance of the City of Vallejo or of any DISTRICT rule or regulation which may now or hereafter be enacted, passed, or adopted with reference to the construction, maintenance, use, or occupation of said premises.

13. The NURSERY, by performing the covenants herein contained, shall and may quietly and peacefully use, hold, and enjoy said premises during the whole of said term as aforesaid.

14. All notices which may be proper or necessary for the parties hereto to serve upon each other may, in the case of the DISTRICT be effectively served upon said DISTRICT by said NURSERY by delivering same, in writing, addressed to said DISTRICT at 395 Amador Street, Vallejo, California, and in the case of the NURSERY, be effectively served upon said NURSERY by said DISTRICT by delivering same, in writing, addressed to P. O. Box 368, Vallejo, California, or such other place or places as said DISTRICT and NURSERY may, by written notice serve upon the other, from time to time designate.

IN WITNESS WHEREOF, said DISTRICT and said NURSERY have caused these presents to be executed, all on the day and year first above written.

VALLEJO PARENT NURSERY SCHOOL, INC.

Mrs. N. L. Silveria

President
(Carole J. Silveria)

GREATER VALLEJO RECREATION DISTRICT,
a political subdivision of the
State of California

Dan Maggione

Chairman, Board of Directors

STATE OF CALIFORNIA
County of Solano } ss.

On this 8th day of March in the year one thousand nine hundred and sixty-seven before me, Elizabeth Porter Proud, a Notary Public in and for the said County of Solano, State of California, residing therein, duly commissioned and sworn, personally appeared Carole J. Silveria

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Solano the day and year in this certificate first above written.

Elizabeth Porter Proud
Elizabeth Porter Proud

ELIZABETH PORTER PROUD
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SOLANO

BOOK 1444 PAGE 20

RESOLUTION NO. 83-494 N.C.

BE IT RESOLVED by the Council of the City of Vallejo as follows:

WHEREAS, the Council has allocated Community Development Block Grant funds for the maintenance and operation of the Norman C. King Community Center; now, therefore,

BE IT RESOLVED, that the City Manager is hereby authorized to sign the attached contract amendment extending the FY 1982-83 contract with GVRD for said maintenance and operations through Fiscal Year 1983-84.

ADOPTED by the Council of the City of Vallejo at a regular meeting held July 18, 1983, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Keith, Kondylis and Sibley

NOES: None

ABSENT: None

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

Also See File

AMENDMENT NO. 1 TO THE

AGREEMENT BETWEEN THE CITY OF VALLEJO

AND THE GREATER VALLEJO RECREATION DISTRICT

This Amendment entered into on the 22 day of July, 1983 shall revise and modify the Agreement by and between the City of Vallejo (hereinafter "CITY") and the Greater Vallejo Recreation District (hereinafter ("GVRD") regarding the operation of the Norman C. King Community Center, dated May 23, 1983.

WITNESSETH

WHEREAS, City has received Community Development Block Grant (CDBG) funds, and

WHEREAS, City has appropriated Seventy-Four Thousand One Hundred Forty-Eight ($74,148) of CDBG funds in fiscal year 1983-1984 for operating the Norman C. King Community Center,

NOW, THEREFORE, THE PARTIES AGREE that the above-mentioned Agreement shall be amended as follows:

1. Term. The term of the agreement shall be extended to June 30, 1984.
2. Project. All other terms and conditions of said Agreement shall remain in full force and effect through the amended term of said Agreement with the following exception:
   a. The attached Exhibit C relating to the Fiscal Year 1983-84 budget for operating the Center is hereby incorporated into the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals at Vallejo, California, on the day and year first written above.

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF VALLEJO

City Manager

GREATER VALLEJO RECREATION DISTRICT

By: Administrator

EXHIBIT C

NORMAN C. KING SOUTH VALLEJO COMMUNITY CENTER

Program Budget -- July 1 - June 30, 1984

Personnel Services	46,705
Utilities, Transportation and Communications	11,300
Contract Services	2,700
Material and Supplies	4,200
Fixed Charges	7,565
Capital Outlay	4,200
Total Budget	76,490
Projected Income	2,342
Total required this contract	74,148

AGREEMENT

THIS AGREEMENT, entered into the 23rd day of May, 1983 by and between the City of Vallejo, a municipal corporation (hereinafter CITY), and the Greater Vallejo Recreation District (hereinafter GVRD or DISTRICT).

WITNESSETH

WHEREAS, CITY has received Community Development Block Grant funds from the Department of Housing and Urban Development (hereinafter HUD) as an entitlement public jurisdiction pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, CITY desires to engage GVRD, and CITY has been appropriated funds in the amount of $37,500 (Thirty-Seven Thousand Dollars), to be utilized during the time period between April 15, 1983 and June 30, 1983 for the purpose of operating the Norman C. King South Vallejo Community Center as outlined in Exhibit A, Scope of Services (hereinafter PROGRAM), and

WHEREAS, the PROGRAM will benefit low and moderate income residents of Vallejo.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PROGRAM COORDINATION

A. CITY: Ted A. MacDonell, City Manager, or his designee, shall be the PROJECT MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to be performed by CITY shall be under the overall direction of the PROJECT MANAGER.

B. DISTRICT: GVRD shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this

Agreemen -equire a substitute PROG DIRECTOR, GVRD shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and GVRD staff will fully cooperate with CITY'S PROGRAM MANAGER relating to the PROGRAM, areas of concern, and the impact of PROGRAM on residents of CITY.

C. NOTICES: All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following addresses:

CITY: Ted A. MacDonell, City Manager
P.O. Box 1432
Vallejo, CA 94590

DISTRICT: Richard T. Conzelmann, Administrator
Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590

II. METHOD OF PAYMENT

CITY agrees to pay GVRD THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($37,500.00) upon proof satisfactory to the CITY that GVRD has incurred costs pursuant to the PROGRAM (Exhibit A) and the PROGRAM BUDGET (Exhibit B).

III. ASSURANCES

GVRD hereby assures and certifies compliance with the regulations, policies, guidelines and requirements (including OMB Circulars No. A-87, A-102, A-110 and No. A-122), as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also GVRD assures and certifies to the CITY that:

A. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

B. It will comply with Title VI of the Civil Rights Act of

A. Comply w ı provisions of Executive der 11246 as amended on equal employment opportunities and affirmative action relative to employees and applicants and nonexempt contracts and subcontracts.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year above written.

APPROVED AS TO FORM

City Attorney

CITY OF VALLEJO

City Manager

ATTEST:

City Clerk

GREATER VALLEJO RECREATION DISTRICT

By: Administrator

RESOLUTION NO. 75-404N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

THAT the City Manager is hereby authorized to sign and the City Clerk to attest that certain Appendix II to Master Lease by and between the CITY OF VALLEJO, a municipal corporation of the County of Solano, State of California, as "Lessor", and the GREATER VALLEJO RECREATION DISTRICT, a public recreation and park district organized and existing under and by virtue of the laws of the State of California, as "Lessee", covering those parks known as Marina Vista Park and Independence Park, a full, true and correct copy of said Appendix II being attached hereto and made a part of this Resolution.

ADOPTED by the Council of the City of Vallejo at a regular meeting held the 16th day of June, 1975, by the following vote:

AYES: Councilmen Asera, Bertuzzi, Cunningham, Curtola, Douglas, Dubnoff and Sibley.

NOES: None.

ABSENT: None.

FLORENCE E. DOUGLAS, Mayor

Attest

HELEN G. SEEBER, City Clerk

SCOPE OF SERVICES

I. PROGRAM DESCRIPTION

GVRD will operate the Norman C. King South Vallejo Community Center ("Community Center") as a multi-purpose social and recreational facility. The Community Center will be operated as a part of the GVRD's District-wide program.

II. PROGRAM GOALS AND OBJECTIVES

Goals

A. To provide social, recreational, and educational opportunities that are responsive to the needs of all age groups.

Objectives

A. To staff and organize an initial social, educational, and recreational program for the Community Center.

B. To open the Community Center and conduct a public relations effort to attract users.

C. To monitor, evaluate, and adjust the program to attract the widest cross-section of residents and to operate at the maximum economic efficiency.

III. DOCUMENTATION OF ACTIVITIES

GVRD will maintain documentation of activities on file for inspection.

IV. REPORTING REQUIREMENTS

Within thirty (30) days of the end of each quarter, GVRD will provide written reports to the City which detail program activities. This report will include the following information:

A. A narrative description of services provided, focusing on program activities.

B. Program income earned during the quarter.

EXHIBIT B

NORMAN C. KING SOUTH VALLEJO COMMUNITY CENTER

Program Budget — April 15 - June 30, 1983

Personnel Services	22,040
Utilities, Transportation and Communications	5,650
Contract Services	2,300
Materials and Supplies	3,850
Fixed Charges	6,160
Total Budget	40,000
Projected Income, 4/15-6/30	2,500
Total required this contract	37,500

RESOLUTION NO. 83-219 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo as follows:

THAT WHEREAS, $37,500.00 of CDBG funds has been allocated for operation of the Norman C. King South Vallejo Community Center by the Greater Vallejo Recreation District in Fiscal Year 1982-83; now, therefore,

BE IT RESOLVED that the City Manager is hereby authorized to sign the attached contract with Greater Vallejo Recreation District for community center operations for Fiscal Year 1982-83.

ADOPTED by the Council of the City of Vallejo at a regular meeting held April 11, 1983 by the following vote:

AYES: Councilmembers Berry, Hodge, Intintoli, Keith, and Kondylis

NOES: None

ABSENT: Councilmembers Curtola and Sibley, excused

Barbara R. Kondylis

BARBARA R. KONDYLIS, VICE MAYOR

ATTEST: Mildred R. Watson

MILDRED R. WATSON, CITY CLERK

AGREEMENT

THIS AGREEMENT, entered into the ____ day of _____, 19___ by and between the City of Vallejo, a municipal corporation (hereinafter CITY), and the Greater Vallejo Recreation District (hereinafter GVRD or DISTRICT).

WITNESSETH

WHEREAS, CITY has received Community Development Block Grant funds from the Department of Housing and Urban Development (hereinafter HUD) as an entitlement public jurisdiction pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, CITY desires to engage GVRD, and CITY has been appropriated funds not to exceed $37,500 (Thirty-Seven Thousand Dollars), to be utilized during the time period between April 15, 1983 and June 30, 1983 for the purpose of operating the Norman C. King South Vallejo Community Center as outlined in Exhibit A, Scope of Services (hereinafter PROGRAM), and

WHEREAS, the PROGRAM will benefit low and moderate income residents of Vallejo.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PROGRAM COORDINATION

A. CITY: Ted A. MacDonell, City Manager, or his designee, shall be the PROJECT MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to be performed by CITY shall be under the overall direction of the PROJECT MANAGER.

B. DISTRICT: GVRD shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this

Agreement require a substitute PROGRAM DIRECTOR, GVRD shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and GVRD staff will fully cooperate with CITY'S PROGRAM MANAGER relating to the PROGRAM, areas of concern, and the impact of PROGRAM on residents of CITY.

C. NOTICES: All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following addresses:

CITY: Ted A. MacDonell, City Manager
P.O. Box 1432
Vallejo, CA 94590

DISTRICT: Richard Conzelmann, Administrator
Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590

II. METHOD OF PAYMENT

CITY agrees to pay GVRD up to THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($37,500.00) upon proof satisfactory to the CITY that GVRD has incurred costs pursuant to the PROGRAM (Exhibit A) and the PROGRAM BUDGET (Exhibit B).

III. ASSURANCES

GVRD hereby assures and certifies compliance with the regulations, policies, guidelines and requirements (including OMB Circulars No. A-87, A-102, A-110 and No. A-122), as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also GVRD assures and certifies to the CITY that:

A. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

B. It will comply with Title VI of the Civil Rights Act of

1964 (42 USC 200d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.

C. Not exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, sex, age, religion or handicap status in accordance with the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Civil Rights Act of 1964 or Title VII of the Act of 1968.

D. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

E. It will establish safeguards to prohibit employees of GVRD or Federal, State or Local Governments from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. Comply with the applicable provisions of the Political Reform Act of 1974 relating to conflicts of interest (codified in California Government Code Section 87100, et seq.) and promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

G. It shall provide for the conduct of one independent audit.

H. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

I. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

J. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amends (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effect (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

K. Comply with Section 3 of the Housing and Community Development Act of 1968 as amended in the provision of training, employment and business opportunities.

L. Comply with provisions of Executive Order 11246 as amended on equal employment opportunities and affirmative action relative to employees and applicants and nonexempt contracts and subcontracts.

M. Comply with 24 CFR Part 35 of the HUD regulations prohibiting the use of lead-based paint in the construction or rehabilitation of residential structures.

N. Comply with the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act.

O. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year above written.

APPROVED AS TO FORM

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF VALLEJO

_____
City Manager

GREATER VALLEJO RECREATION DISTRICT

By: _____

SCOPE OF SERVICES

I. PROGRAM DESCRIPTION

GVRD will operate the Norman C. King South Vallejo Community Center ("Community Center") as a multi-purpose social and recreational facility. The Community Center will be operated as a part of the GVRD's District-wide program.

II. PROGRAM GOALS AND OBJECTIVES

Goals

A. To provide social, recreational, and educational opportunities that are responsive to the needs of all age groups.

Objectives

A. To staff and organize an initial social, educational, and recreational program for the Community Center.

B. To open the Community Center and conduct a public relations effort to attract users.

C. To monitor, evaluate, and adjust the program to attract the widest cross-section of residents and to operate at the maximum economic efficiency.

III. DOCUMENTATION OF ACTIVITIES

GVRD will maintain documentation of activities on file for inspection.

IV. REPORTING REQUIREMENTS

Within thirty (30) days of the end of each quarter, GVRD will provide written reports to the City which detail program activities. This report will include the following information:

A. A narrative description of services provided, focusing on program activities.

B. Program income earned during the quarter.

EXHIBIT B

NORMAN C. KING SOUTH VALLEJO COMMUNITY CENTER

Program Budget — April 15 - June 30, 1983

Personnel Services	22,040
Utilities, Transportation and Communications	5,650
Contract Services	2,300
Materials and Supplies	3,850
Fixed Charges	6,160
Total Budget	40,000
Projected Income, 4/15-6/30	2,500
Total required this contract	37,500

This sheet was not attached to anything
10-9-97
(Kate)

State of California)
) ss.
County of Solano)

On December 22, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGIANA SIMMONS, personally known to me to be the person whose name is subscribed to the attached Instrument as a witness thereto, who being by me duly sworn, deposes and says that she is a resident of the County of Solano, that she was present and saw NORMAN C. KING and LADELL MONTGOMERY, personally known to her to be the same persons whose names are subscribed to the attached Instrument, execute said Instrument on the date set forth on said Instrument, that NORMAN C. KING and LADELL MONTGOMERY are known to her to be the President and Secretary, respectively, of the public entity that executed the attached Instrument and also known to her to be the persons who executed it on behalf of such public entity, and that they acknowledged to her that such public entity executed the attached Instrument pursuant to a resolution of the District.

Witness my hand and official seal.

Georgiana Simmons
GEORGIANA SIMMONS

OFFICIAL SEAL
GLENDA J. COOPER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SOLANO COUNTY
My Commission Expires July 27, 1983

Glenda J. Cooper
GLENDA J. COOPER

RESOLUTION NO. 82-210 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo as follows:

THAT WHEREAS, the Community Development Commission has adopted a Needs Report; and

WHEREAS, the Needs Report identified the rehabilitation of Washington Park as a needed improvement; and

WHEREAS, the Greater Vallejo Recreation District (GVRD) has proposed a Washington Park Rehabilitation Project; and

WHEREAS, GVRD has consulted the residents of the area and the Washington Park Neighborhood Association in the design of the project; and

WHEREAS, the GVRD has requested $40,000 of the CDBG funds for the Washington Park Rehabilitation Project; and

WHEREAS, the Community Development Commission has adopted a resolution recommending the allocation of $40,000 of CDBG funds to the project; now, therefore,

BE IT RESOLVED that the Council does hereby approve the reallocation of $40,000 of CDBG funds from the Contingency Account to the Washington Park Rehabilitation Project.

ADOPTED by the Council of the City of Vallejo at a regular meeting held April 12, 1982, by the following vote:

AYES: Councilmembers Berry, Hodge, Intintoli, Keith, Kondylis and Sibley

NOES: None

ABSENT: Mayor Curtola, excused

SYDNEY C. BERRY, VICE-MAYOR

ATTEST:

MICHAELA POWER, ASSISTANT CITY CLERK

CITY OF VALLEJO

COMMUNITY DEVELOPMENT DEPARTMENT

April 12, 1982

TO: Ted A. MacDonell, City Manager

FROM: Curtis A. Grindahl, Director of Community Development

SUBJECT: Washington Park Rehabilitation Project

The Greater Vallejo Recreation District (GVRD) has requested $40,000 of fiscal year 1981-82 CDBG funds to assist in the rehabilitation of Washington Park. The total cost for the Washington Park Rehabilitation Project is estimated by GVRD to be $138,000. GVRD proposes to provide approximately one-half of these funds ($68,000) through the receipt of a grant from the State of California under the Roberti - Z'Berg Program. The remaining $30,000 will be sought from fiscal year 1982-83 CDBG funds. The Council will have an opportunity to review the request for 1982-83 CDBG funds on May 24, 1982 during the public hearing on the CDBG Three Year Plan.

Attached is a letter from Richard Conzelmann, GVRD Administrator, which describes: (1) the project and its design, (2) the need for the project, and (3) the proposed funding. In addition, the Community Development Needs Report, adopted by the Community Development Commission in December 1981, identified the Rehabilitation of Washington Park as a needed improvement. The project is also consistent with the purposes of the Block Grant Program, i.e., to benefit low and moderate income people and to arrest the spread of slums and blight. GVRD has worked closely with the Washington Park Neighborhood Association in planning this project.

Staff recommends that $40,000 of CDBG funds be reallocated from the fiscal year 1981-82 Contingency Account, (current balance $93,057), to the Washington Park Rehabilitation Project. The Community Development Commission adopted a resolution on April 1, 1982 recommending the above reallocation.

I am available to answer any questions you may have on this matter.

Sincerely,

CURTIS A. GRINDAHL
Director of Community Development

GWT/crlr

Attachment

GREATER • VALLEJO
RECREATION DISTRICT

(707) 642-7556

395 AMADOR STREET • VALLEJO, CA 94590

Richard T. Conzelmann
ADMINISTRATOR

February 23, 1982

Mr. Curtis A. Grindahl, Director
Community Development
City of Vallejo
P. O. Box 1432
Vallejo, CA 94590

Re: Washington Park

Dear Curtis:

With reference to our staff interchange concerning the future rehabilitation of Washington Park, the Greater Vallejo Recreation District has prepared plans and cost estimates for upgrading the Washington Park facilities.

We have had the opportunity to meet with representatives of the Washington Park Neighborhood Association who have been able to share in the planning process as it relates to social problems and recreation for the park. After study and review of these concerns for the various opportunities presented by the residents as well as our own staff, we have completed a master plan and cost estimate for this project.

The main thrust of the project is a design that will improve surveillance and will enhance an older but highly used neighborhood park in the following manner -- the design feature includes:

1. Small parking lot to relieve neighborhood parking problems when there are high use activities;
2. Rehabilitation of a small children's play area and development of a new play space for older children;
3. A new pathway system to improve circulation and to aid in surveillance;
4. Identified picnic facilities, adding a new dimension to this space;
5. Lighting system as an aid to surveillance and to improve security in the evening hours;
6. Rest room facilities — a need to rehabilitate the existing facilities to make them more modern and with better accessibility.

The total cost for these listed improvements is approximately $138,000. We propose both a unique and unusual concept in funding this much-needed project. Our request to the Community Development Commission is for the sum of $70,000 — $40,000 to be made available from any current funding sources prior to June 30, 1982. This would allow the project to commence. The balance of approximately $30,000 to be made available after July 1, 1982.

GVRD has applied for an amount of $68,000 from the Roberti-Z'berg Urban Park program and would be willing to commit the entire amount to the Washington Park neighborhood project as an almost 50-50 match. In essence, the Community Development grant would provide a dollar-for dollar program of improvement.

We think this is an exciting way in which to solve a number of park physical needs but can only do so with your help. I am sure that there will be questions, and we are prepared and willing to assist in answering those at your request.

Respectfully submitted,

Richard T. Conzelmann
Administrator

/gs

RESOLUTION NO. 82-210 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo as follows:

THAT WHEREAS, the Community Development Commission has adopted a Needs Report; and

WHEREAS, the Needs Report identified the rehabilitation of Washington Park as a needed improvement; and

WHEREAS, the Greater Vallejo Recreation District (GVRD) has proposed a Washington Park Rehabilitation Project; and

WHEREAS, GVRD has consulted the residents of the area and the Washington Park Neighborhood Association in the design of the project; and

WHEREAS, the GVRD has requested $40,000 of the CDBG funds for the Washington Park Rehabilitation Project; and

WHEREAS, the Community Development Commission has adopted a resolution recommending the allocation of $40,000 of CDBG funds to the project; now, therefore,

BE IT RESOLVED that the Council does hereby approve the reallocation of $40,000 of CDBG funds from the Contingency Account to the Washington Park Rehabilitation Project.

ADOPTED by the Council of the City of Vallejo at a regular meeting held April 12, 1982, by the following vote:

AYES: Councilmembers Berry, Hodge, Intintoli, Keith, Kondylis and Sibley

APPENDIX XI

RESOLUTION NO. 82-7

BE IT RESOLVED that the Board of Directors of the Greater Vallejo Recreation District does hereby authorize entering into an agreement for the development of a park and recreational facility to be built by Shea Homes in the Cimarron Hills subdivision in Vallejo, California, and further, authorizes the District Administrator to sign the agreement on behalf of the District.

* *

I, Anthony Puleo, Chairman of the Board of Directors of the Greater Vallejo Recreation District, do hereby certify the above and foregoing resolution was regularly introduced, passed and adopted by said Board at a regular meeting held the 1st day of May 1982 by the following vote:

Aye: Directors Jeanne R. Favaro, Joseph Jones, LaDell Montgomery, Edward G. Whitesides, Anthony Puleo

Noe: None

Absent: None

Witnessed my hand and the seal of said Board on the 1st day of May 1982.

Tony Puleo

RESOLUTION NO. 82-295 N.C.(2d)

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

WHEREAS, the City of Vallejo has established a park, recreation, and open space dedication ordinance pursuant to which certain fees, dedications, or other exactions are made applicable to new residential developments in order to provide adequate park and recreational lands to accommodate urban growth in the City of Vallejo; and

WHEREAS, the Greater Vallejo Recreation District coordinates the design and development of parklands and recreational facilities throughout the City of Vallejo, and maintains and manages said parklands and recreational facilities; and

WHEREAS, SHEA HOMES has received certain approvals and entitlements for the development and construction of a 681± homesite residential area called Cimarron Hills Subdivision, and as to which, Developer has designated approximately 9.5 acres of open space lands of which 3± acres shall be developed under an alternative, and "in lieu of," method, and

WHEREAS, significant lag-time often results between payment of development fees and ultimate parkland development such that availability of recreational facilities is not readily enjoyed by the residents of a newly created subdivision; and

WHEREAS, it is in the best interests of the entire citizenry of Vallejo and the eventual residents of the Cimarron Hills Subdivision that a park be built by the Developer in conjunction with the construction of said subdivision, and and the Developer has agreed to construct said park in accordance with the terms and conditions of the agreement attached hereto as Exhibit "A" in substitution for, and as an alternative to, those park dedication fees due by Developer under the park, recreation, and open space dedication ordinance; and

WHEREAS, said park development as provided in said agreement complies with the provisions of Title 3, Chapter 3.18 of the Vallejo Municipal Code;

NOW, THEREFORE, be it resolved that the agreement is approved and the City Manager is authorized to sign said agreement.

ADOPTED by the Council of the City of Vallejo at a regular meeting held May 17, 1982, by the following vote:

AYES: Councilmembers Berry, Curtola, Hodge, Intintoli, Kondylis and Sibley

NOES: None

ABSENT: Councilmember Keith, excused

TERRY A. CURTOLA, JR., MAYOR

ATTEST:

MILDRED R. WATSON, CITY CLERK

AGREEMENT FOR THE DEVELOPMENT OF A
PARK AND RECREATIONAL FACILITY

THIS AGREEMENT is made the 18th day of May, 1982, at Vallejo, California, by and between the CITY OF VALLEJO, a Municipal Corporation, 555 Santa Clara Street, Vallejo, California, 94590, hereinafter referred to as "CITY"; the GREATER VALLEJO RECREATION DISTRICT, a public agency, 395 Amador Street, Vallejo, California, 94590, hereinafter referred to as "DISTRICT"; and J. F. SHEA CO., INC., a Nevada Corporation dba SHEA HOMES, P.O. Box 6179, San Jose, California, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H:

THAT WHEREAS, City has established a park, recreation, and open space dedication ordinance pursuant to which certain fees, dedications, or other exactions are made applicable to new residential developments in order to provide adequate park and recreational lands to accommodate urban growth in the City of Vallejo; and

WHEREAS, District coordinates the design and development of park lands and recreational facilities throughout the City of Vallejo, and maintains and manages said park lands and recreational facilities; and

WHEREAS, Developer has received certain approvals and entitlements for the development and construction of a residential subdivision with 681± homesites called Cimarron Hills Subdivision, and as to which, Developer has designated approximately 9.5 acres of open space lands, of which at least 3± acres shall be developed under an alternative, and "in lieu of", method as set forth herein; and

WHEREAS, for said subdivision Developer is subject to park development fees in the approximate sum of $613,000, a portion of which sum (approximately $165,000) has heretofore been paid into the City's park and recreational facilities fund and the remainder of which will be paid into said fund as Developer takes out building permits for said subdivision; and

WHEREAS, City and District have found that significant lag-time often results between payment of development fees and ultimate park land development such that availability of recreational facilities is not readily enjoyed by the residents of newly created subdivisions; and

WHEREAS, City, District, and Developer find it to be in the best interests of the entire citizenry of Vallejo and the residents of the Cimarron Hills Subdivision that, rather than the City and District build the park, the Developer builds the park in conjunction with the construction of said subdivision, that said park be transferred to the City, that the City reimburse the Developer for park design, development and construction costs from funds the Developer has paid and will pay into the City's park and recreational facilities fund, and that said construction of the recreational facilities on the 3± acre park site, as well as the possible construction of additional recreational facilities at the remaining 6.5± acre park site, shall be in substitution for, and as an alternative to, the usual method of having a park designed, developed and constructed for a new subdivision by the City and District; and

WHEREAS, said park development as provided herein complies with the provisions of Title 3, Chapter 3.18 of the Vallejo Municipal Code;

NOW, THEREFORE, in consideration of this agreement and the mutual promises, covenants, and stipulations herein contained, the parties hereto agree as follows:

I. PARK DEVELOPMENT

In lieu of the City and District designing, developing and constructing a multi-use park on 3± acres of park site within said subdivision, Developer shall design, develop and construct said park on said 3± acres, and be reimbursed for such by the City and District from the park and recreational facilities fees which Developer has heretofore paid or hereafter will pay to the City with respect to the Cimarron Hills Subdivision.

II. PLANS AND SPECIFICATIONS

All designs, plans, and specifications for said park will be prepared by Developer at its expense after consultation with District and City staff. Final plans and specifications shall be subject to review and approval by District and City prior to acquisition of the park site as provided in Section IV below.

III. PARK IMPROVEMENTS

Developer's designs, plans, and specifications shall provide for, but are not limited to, the following minimum improvements.

(A) site preparation and grading,

(B) turf, sod, landscaping with low maintenance trees, shrubs, and ground cover,

(C) fully automatic irrigation system,

(D) fully paved circulation and/or maintenance path system,

(E) play equipment for preschool and older age children,

(F) night security lighting,

(G) drinking fountain, trash receptacles, benches and picnic tables,

(H) water, electrical, drainage, or other hookup requirements.

IV. PURCHASE OF SITE; IMPROVEMENTS, ESCROW

(A) City, District, and Developer agree that the value of the 3± acre park site as more fully described in Exhibit "A", said Exhibit being attached to this agreement and incorporated herein by reference as though set forth in full, is the sum of $132,000 said value including the cost of land and standard improvements including, but not limited to, curbs, gutters, etc., as the same are shown on the approval of Developer's Tentative Map for the Cimarron Hills Subdivision. Water, Sewer, and electrical improvements, with all hookups as necessary, are included as part of said value.

(B) Developer shall sell and City shall purchase said 3± acre park site and abutting improvements for the sum of $45,000, said sum representing a portion of the park dedication fees which Developer has heretofore paid to the City. Said sum of $45,000 shall be paid to Developer from the City park and recreational facility fund after final approval of the plans and specifications as set forth in Section II above, and after the City has approved Developer's final map and improvement bonds for Unit 5 of said subdivision, provided that the normal City sidewalk specifications on the park site may be waived upon request of the Developer if the sidewalk is incorporated into the park design. The balance of the agreed value of said lands, to-wit; $87,000, shall be borne by Developer as a site subsidy.

(C) Upon payment as set forth above, Developer shall transfer the property in fee, and free from any encumbrances, to the City by a lawfully executed grant deed. Any and all improvements made by Developer pursuant to this agreement shall inure to the benefit and sole ownership of City free of all encumbrances. Said transfer shall be processed through an escrow established with Vallejo Land Title Company. Costs of escrow and issuance of

a title insurance policy in favor of City shall be borne by City. Property taxes on said property shall be pro-rated and paid at close of escrow by Developer.

V. PARK CONSTRUCTION

(A) Developer shall construct a park as described hereinabove, the costs of which shall be reimbursed to the Developer from the City park and recreational facilities fund. City, District, and Developer agree that the cost to develop said 3± acre site shall not exceed $50,000/acre or approximately $156,000 for the 3.12 acre park site. In lieu, sidewalk paving costs shall not be included as part of said $50,000/acre, but all design, engineering and maintenance costs shall be so included.

(B) In the event the bid or estimated costs for the design, development and construction of said park exceed $50,000/acre, District shall determine construction priorities and/or alternatives.

(C) Construction of said park shall be completed within eighteen months from the date of the purchase of the property by the City barring any delays caused by labor disputes, fire, prolonged transportation delays or other causes beyond Developer's control which justify delay.

(D) During park construction, District and City shall monitor the progress of site improvements and may release to Developer monies from the park development fund in reasonable relation to completion of the development. Developer shall initiate any release by requesting of District, in writing, the release of certain money. No release back shall be made at intervals of less than twenty per cent (20%) of the construction of improvements as required hereunder. District shall withhold funds relative to claim filed pursuant to the stop notice provisions of the California Civil Code. In addition, District shall retain ten per cent (10%) of said fund for a period of not less than three months following completion of the park and the acceptance of the improvements by the District and City during which time Developer shall maintain the park in all respects. If at the end of said three month period the Developer has maintained the park in all respects, District shall then distribute the retained funds to Developer.

(E) District and Developer shall cooperate and assist each other in the completion of the park improvements, and shall not unreasonably withhold any approvals or inspections so as to cause unnecessary delay. District and Developer acknowledge that the completion of the park improvements in an expeditious manner is desirable to both parties.

(F) Should Developer fail to complete construction of said park as set forth in paragraph (C) above, or fail to provide improvements in accordance with the plans and specifications, District and City may, at their option, declare the provisions of this agreement relative to construction of a park site to be terminated and thereupon use all remaining monies in said park development fund for utilization pursuant to the provisions of the park development ordinance. In the event of the declaration of termination of construction and forfeiture of funds occurs, those terms and conditions relative to said construction shall be of no further force and effect.

VI. COST-PAYMENT ADJUSTMENTS

City, District, and Developer agree and acknowledge that build-out of the Cimarron Hills Subdivision may occur over an excess of three - four years and, with respect to said time period, all values, contributions, and construction costs as set forth herein shall be adjusted in the same percentages as are applicable to future modifications, if any, of the payments due by Developers under the park, recreation, and open space dedication ordinance, but in no event shall values, contributions, or costs be less than as present established herein.

VII. MODIFICATION OF AGREEMENT

Upon mutual agreement of the parties hereto this agreement may be modified, in writing, as to each or every term and condition.

VIII. MAINTENANCE

for a period of three months following the completion of construction and the acceptance thereof by the City and District, said park shall be maintained in all respects by Developer. Thereafter, the park shall be maintained by District pursuant to the terms and conditions applicable under the master lease agreement between District and City.

IX. CITY AND DISTRICT HELD HARMLESS

Developer agrees to hold harmless and indemnify City and District, their officers and employees, against any claim or loss resulting from or related to the design, development, or construction of the park created hereunder and occurring prior to acceptance of the improvements by District and City. Thereafter each party shall bear legal responsibility in accordance with law.

X. SUCCESSORS IN INTEREST

This agreement is intended to and does bind the heirs, executors, administrators, successors in interest, or grantees of the parties herein, and said agreement shall run with the property described in Exhibit "A". However, no party may assign its rights or obligations hereunder without the prior written consent of the other, said consent not to be unreasonably withheld.

XI. ATTORNEYS' FEES, COSTS

In the event that any claim or dispute arising out of or relating to this agreement results in court action, the prevailing party in such court action shall be entitled to recover from the non-prevailing party such costs including reasonable attorneys' fees, as may be fixed by the court.

XII. COUNCIL/BOARD OF DIRECTORS APPROVAL

This agreement shall not be effective until the signatures of the parties are affixed as set forth below, and after approval of the City Council of this City and the Board of Directors of the District noted as follows:

(A) The terms and conditions of this agreement were fully considered at a regular Council meeting of the City of Vallejo held on the 17th day of May, 1982 and were approved and this agreement was authorized for execution pursuant to City Council Resolution No. 82-295 N.C. (2d), duly made, seconded and carried. A certified copy of said resolution is attached hereto as Exhibit "B", and by this reference is made a part hereof.

(B) The terms and conditions hereof were fully considered at a regular Board of Directors meeting of the Greater Vallejo Recreation District held on the 1st day of MAY, 1982, and were approved and this agreement was authorized for execution, pursuant to Board of Directors Resolution No. 82-7, duly made, seconded and carried. A certified copy of said resolution or minute order is attached hereto as Exhibit "C", and by this reference is made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF VALLEJO, a
Municipal Corporation

By David J. Sinclair + for TAM
Ted A. MacDonnell

Attest Mildred R. Watson
Mildred R. Watson
City Clerk

APPROVED AS TO FORM:

John M. Powers
City Attorney

By Michael H. Roush
Michael H. Roush
Assistant City Attorney

APPROVED AS TO FORM:

By _____
Chester A. Rogaski, Jr.
Legal Counsel, Greater
Vallejo Recreation District

GREATER VALLEJO RECREATION
DISTRICT, a Public Agency

By _____
Richard T. Conzelmann
Administrator

J. F. SHEA CO., INC., a Nevada
Corporation, dba
SHEA HOMES

By _____
S. Reid Gustafson
Vice President

RESOLUTION NO. 83-339 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

WHEREAS, the City of Vallejo (City), the Greater Vallejo Recreation District (GVRD) and J.F. Shea Co., Inc., dba Shea Homes (Developer) entered into an Agreement on May 18, 1982, for the Development of a Park and Recreation Facility for the Cimarron Hills Subdivision; and

WHEREAS, by the terms of the Agreement, the City is to review the final plans and specifications for the park to be constructed on the 3± acre park site; and

WHEREAS, GVRD has reviewed and approved said final plans and specifications; and

WHEREAS, the plans have been reviewed by the departments of public works, fire, and police with those departments' comments forwarded to GVRD; and

WHEREAS, the Vallejo Planning Commission has found that the proposed park plan is in conformance with the City's General Plan; and

WHEREAS, by the terms of the above mentioned Agreement, if said plans and specifications are approved by City Council, the sum of $45,000 shall be paid to the Developer for acquisition of the park site with funds from the park and recreational facility fund; and

WHEREAS, Developer is ready and able to transfer the park site in fee, free from any encumbrances, to the City by a lawfully executed grant deed; and

WHEREAS, by the terms of the above mentioned Agreement, if one party to the Agreement wishes to assign its rights or obligations, the written consent thereto must be obtained from the other parties; and

WHEREAS, J. F. Shea Co., Inc. dba Shea Homes has requested that its rights and obligations under the Agreement be assigned to Rhodes Corporation, dba Shea Homes (Rhodes Corporation being

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: May 19, 1983
ATTEST: Mildred R. Watson
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

a wholly owned corporation of J. F. Shea Co., Inc.), which request is not opposed by Council; now therefore

BE IT RESOLVED that the City approve the final plans and specifications for the park to be constructed and developed on the 3± acre park site within the Cimarron Hills Subdivision.

BE IT FURTHER RESOLVED that the City shall now pay to the Developer the sum of $45,000 from the City's park and recreational facility fund upon the transfer of the park property in fee, free from any encumbrances, to the City by a lawfully executed grant deed.

BE IT FURTHER RESOLVED that the Grant Deed when duly executed and tendered to the City is accepted, the City Clerk is thereupon authorized and directed to record said Grant Deed in the office of the County Record of Solano County.

BE IT FURTHER RESOLVED that the City Council of the City of Vallejo hereby consents to assignment of the rights and obligations under the Agreement from J. F. Shea Co., Inc., dba Shea Homes, to the Rhodes Corporation, dba Shea Homes, subject to the condition that the assignee shall comply in all respects with the terms of said Agreement.

ADOPTED by the Council of the City of Vallejo at a regular meeting held May 16, 1983 by the following vote:

AYES: Councilmembers Berry, Hodge, Intintoli, Keith and Sibley

NOES: None

ABSENT: Councilmembers Curtola and Kondylis, excused

FRED K. SIBLEY, Mayor, Pro-Tem

ATTEST:

MILDRED R. WATSON, City Clerk

Recorded at the request of:

Return to:

Vallejo City Clerk

City Hall

Vallejo, California 94590

Rec. Request Of VALLEJO TITLE COMPANY PG 38477

8:30 A.M.

BOOK MAY 25 1983

20426

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

$ ___ PD. Recorder

THIS BOX FOR EXCLUSIVE USE OF COUNTY RECORDER 068-402-010

GRANT DEED

(Corporation Grantor)

Order No.

For value received RHODES CORPORATION, dba SHEA HOMES, a Nevada Corporation

GRANT to CITY OF VALLEJO, A MUNICIPAL CORPORATION

*

all that real property situate in the City of Vallejo County of Solano State of California, described as follows:

Parcel "A" as the same is shown on the Official Map entitled: "CIMARRON HILLS SUBDIVISION UNIT NO. 5, " filed for record in the Office of the Solano County Recorder in Book 41 of Maps at Page 58.

THE UNDERSIGNED GRANTOR DECLARES VALLEJO CONVEYANCE TAX IS $ NIL

THE UNDERSIGNED GRANTOR DECLARES THE DOCUMENTARY TRANSFER TAX IS $ NIL

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR

☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

IN WITNESS WHEREOF, said Corporation has executed these presents by its officer___ thereunto duly authorized, this 24 day of March, 19 83

Rhodes Corporation, dba Shea Homes, a Nevada Corp.

By _____ VICE President

Attest Patricia A. Filice ASSISTANT Secretary

(AFFIX SEAL)

* *For joint tenancy deed add after grantee names:—"as joint tenants"*

STATE OF CALIFORNIA

County of Santa Clara } ss.

County in which acknowledgement is taken

On 3/31/83 *, before me,* Joanne V. Danna *, a Notary Public, in and for said*** Santa Clara

Write or type name of notary

County and State, personally appeared S. Reid Gustafson, Vice President & Patricia A. Filice, Assistant Secretary *known to me to be* the Vice President & Asst. Secy., respective *of the corporation that executed the within instrument and also known to me to be the person___who executed it on behalf of such corporation and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.*

OFFICIAL SEAL
JOANNE V DANNA
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My comm. expires DEC 19, 1986

In addition to signature type or print name of notary

Notary Public

***If notary is commissioned in another county strike "said" and name County.*

Form No. 4-9-59

GRANT DEED (Corporation Grantor) — *Tenancy in Common or Joint Tenancy*

APPENDIX XII

This Appendix XII to the Master Lease made and entered into on December 20, 1974, between the Greater Vallejo Recreation District, a public recreation and park district of the State of California, therein referred to as Lessee, and the City of Vallejo, a municipal corporation, therein referred to as Lessor, ("Master Lease"), is made and entered into on this 14th day of April 2015.

RECITALS

WHEREAS, Lessor entered into a Land Lease Agreement for Park Project (Land Lease) dated April 15, 2012 with Vallejo City Unified School District (VCUSD) to build a park on said parcel of real property owned by VCUSD, hereinafter called "Hiddenbrooke Park." Said Land Lease is attached as Exhibit A hereto and made a part hereof.

WHEREAS, Lessor is desirous to sublease the Land Lease incorporating all terms and conditions of the Land Lease into the Master Lease and GVRD desires to accept and assume obligations under the Land Lease.

WHEREAS, VCUSD has already consented to said sublease to GVRD.

NOW THEREFORE, the parties heretofore agree to amend the Master Lease to append and incorporate the Land Lease and Hiddenbrooke Park, the parcel of real property recited in the Land Lease, together with all appurtenances thereto, subject in all respects to the terms and conditions of said Master Lease and to the specific covenants herein recited relative to said parcel of real property described as Hiddenbrooke Park in

ORIGINAL

APPENDIX XIII
TO
MASTER LEASE BETWEEN
THE CITY OF VALLEJO
AND
GREATER VALLEJO RECREATION DISTRICT

This Appendix XIII to the Master Lease, made and entered into on December 20, 1974, between the Greater Vallejo Recreation District, a public recreation and park district of the State of California, therein referred to as Lessee, and the City of Vallejo, a municipal corporation, therein referred to as Lessor, ("Master Lease"), is made and entered into on this 28 day of April 2016.

RECITALS

WHEREAS, under the Master Lease the parties may add additional premises to the Master Lease through the execution of appendices; and

WHEREAS, Lessee has maintained and operated Wardlaw Park West since 1989, as a public recreation facility, without said premises being added to the Master Lease; and

WHEREAS, Lessee constructed and has maintained and operated Wardlaw Park East since 2006, as a public recreation facility, without said premises being added to the Master Lease; and

WHEREAS, Lessor desires to add both Wardlaw Park West and Wardlaw Park East to the Master Lease.

NOW THEREFORE, and in consideration of the foregoing and all the mutual covenants and promises herein set forth, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.

2. Premises. The following described parcel of real property together with all appurtenances thereto, subject to the specific covenants herein recited relative to each parcel.

A. Wardlaw Park East

1. Legal Description

All that certain property situated in the City of Vallejo, County of Solano, State of California, particularly described as follows:

That portion of Parcel 8 as shown on that certain parcel map filed in Solano County Recorders' Office and now appearing of record in Book 81 of parcel map Page 55 comprising approximately 3.18 acres as indicated on Exhibit A.

Assessor Parcel Number 0081 550 030

2. Covenants Peculiar to the Premises

a. Lessee shall maintain and operate Wardlaw Park East in accordance with all current and future laws, rules, and regulations, including but not limited to City of Vallejo Ordinance No. 1722 N.C. (2D) and Assembly Bill 1146, with respect to facilities that are designed and maintained for the purpose of riding a recreational skateboard or other wheeled recreational device, and that are not supervised on a regular basis.

B. Wardlaw Park West

1. Legal Description

All that certain real property situated in the City of Vallejo, County of Solano, State of California, particularly described as follows:

That portion of Parcel 8 as shown on that certain parcel map filed in Solano County Recorders' Office and now appearing of record in Book 81 of parcel map Page 55 comprising approximately 9.64 acres as indicated on Exhibit A.

Assessor Parcel Number 0081 550 010

3. Integration. Except as specifically revised herein, all terms and conditions of the Master Leaser shall remain in full force and effect, and the parties shall perform all duties, obligations and conditions required under the Master Lease.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Appendix XIII and the Master Lease, the provisions of this Appendix XIII shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Appendix XIII and have agreed to each term of this Appendix XIII. No ambiguity shall be presumed to be construed against either party.

6. Authority. The person signing this Appendix XIII for Lessee hereby represents and warrants that he or she is fully authorized to sign this Appendix XIII on behalf of Lessee.

7. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

8. Governing Law. This Appendix XIII shall be governed by and construed in accordance with the laws of the State of California.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, of parties hereto, acting by and through their duly authorized representatives, have executed this instrument on April 28, 2016, at Vallejo, California.

GVRD:

GREATER VALLEJO RECREATION DISTRICT, a public recreation and park district of the State of California

By: _____
Liat Meitzenheimer, Board Chair

GREATER VALLEJO RECREATION DISTRICT, a public recreation and park district of the State of California

By: _____
Shane McAffee, General Manager

APPROVED AS TO FORM:

By: _____
Chester Rogaski, Jr., Legal Counsel

CITY:
CITY OF VALLEJO, a municipal corporation

By: _____
Name: Daniel E. Keen
Its: City Manager

Date: 6-21-16

APPROVED AS TO CONTENT

By: _____
Andrea Ouse, Community & Economic Development Director

APPROVED AS TO FORM AND INSURANCE:

By: _____
Claudia Quintana, City Attorney

ATTEST:

By: _____
Dawn G. Abrahamson, City Clerk

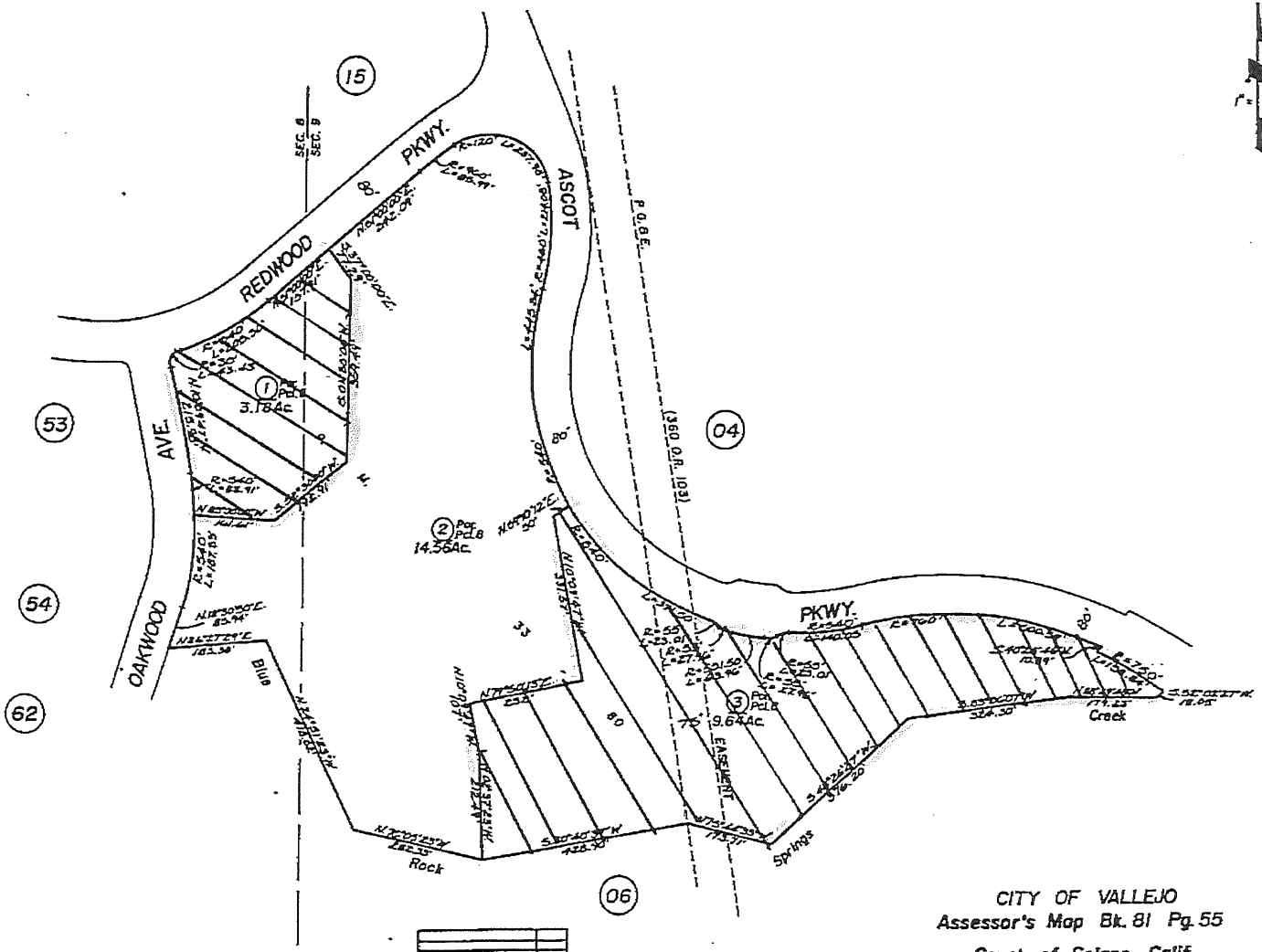

POR. SEC'S 8 & 9 T.3N., R.3W., M.D.B.&M.
Tax Area Code
7013
81-55
1" = 200'
15
SEC. 8
SEC. 9
REDWOOD
PKWY.
80'
ASCOT
P.O.B.E.
(360 O.R. 103)
04
53
AVE.
OAKWOOD
54
62
① Por. Pcl. 8
3.18Ac.
② Por. Pcl. 8
14.56Ac.
③ Por. Pcl. 8
9.64Ac.
33
80
75'
EASEMENT
PKWY.
R=540'
R=760'
Creek
Springs
Rock
Blue
06
REVISION
DATE
BY
NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
CITY OF VALLEJO
Assessor's Map Bk. 81 Pg. 55
County of Solano, Calif.
9394

EXHIBIT A

Recorded at the Request of:

After Recording Return to
City of Vallejo
Community Development Department
555 Santa Clara St.
Vallejo, CA, 94589

Recorded In Official Records,
Solano County
Doc#: 200800101221
12/23/2008 3:26 PM

FIRST AMENDMENT TO
PUBLIC IMPROVEMENT AGREEMENT and MEMORANDUM OF UNDERSTANDING
Northgate Mixed-Use Development Neighborhood Park

This First Amendment to Public Improvement Agreement and Memorandum of Understanding ("First Amendment") is made and entered into on this 18th day of December, 2008, by and among the GREATER VALLEJO RECREATION DISTRICT, a public service agency (hereinafter referred to as GVRD), the CITY OF VALLEJO, a public body corporate and politic (hereinafter referred to as CITY), BELVEDERE HOMES, LLC, a California Limited Liability Company (hereinafter referred to as BH), HYDE PARK HOMES LLC, a California Limited Liability Company (hereinafter referred to as HPH), and NORTHGATE BUSINESS PARK LLC, a California Limited Liability Company (hereinafter referred to as NBP) (collectively hereinafter referred to as DEVELOPER). GVRD, CITY, BH, HPH and NBP each are individually termed a "Party" and collectively termed the "Parties."

The Public Improvement Agreement and Memorandum of Understanding between GVRD, CITY and BH dated June 29, 2007 (hereinafter the "Agreement"), is attached to this First Amendment as Exhibit A. The Agreement is modified by this First Amendment. In addition to the terms incorporated into the Agreement, the Parties do mutually agree as follows:

1. **Set Aside Letter.** Concurrently with the execution of this First Amendment, BH shall furnish CITY and GVRD with a copy of a fully executed Set Aside Letter (Exhibit B) which is incorporated herewith to this First Amendment. If for some reason, the Set Aside Letter is released or exonerated prior to completion of the Neighborhood Park Site Improvements as described in the Agreement and this First Amendment, BH will replace the Set Aside Letter with a **Performance Bond if commercially available and if not a like instrument**, subject to the exercise of the City's reasonable consent as to form and substance.

2. **Recordation.** Developer shall attach hereto as Exhibit F a legal description of the Belvedere property ("Property") and secure the notarized signature on this document of each owner of record of the Property. Developer shall record this First Amendment and attached Agreement with proof of such recordation to be provided to City.

3. **Bonding Security Waiver.** Upon recordation of this First Amendment, CITY hereby waives any bonding requirements for the completion of the Neighborhood Park Site Improvements.

4. **Payment of funds.** Within 5 days of the recordation of this First Amendment and the execution by NBP of the waiver attached as Exhibit C to this First Amendment, CITY will pay NBP $356,770, which represents all the eligible funds remaining in Northeast Quadrant Improvement District No. 2003-1 and Northgate Area Benefit District No.93-01.

5. **Waiver of Laches.** DEVELOPER hereby waives any defense of laches which might be available to DEVELOPER, its agents, assigns, principals or officers, in any future claim, lawsuit or cause of action brought by GVRD or CITY against DEVELOPER to enforce the Agreement including this First Amendment.

6. **Future waiver of reimbursement amount owed by GVRD to HPH.** HPH performed some work on the Northgate Park Site in lieu of paying Park Dedication Fees on the Hyde Park project. Park Dedication Fees owed would have been $353,819.52. HPH spent $548,433.31. HPH is arguably entitled to reimbursement for the excess spent, which was $194,613.79. (The'Reimbursement Amount'). In consideration for entering into this agreement HPH waives any right to recover the Reimbursement Amount.

7. **Amendment to Section 4.** Section 4 of the Agreement shall be modified to read:

4. <u>Timing of Construction</u>

4.1 Subject to Section 8, below, DEVELOPER shall commence construction of the Neighborhood Park Site improvements upon the earlier of (i) July 1, 2010, or (ii) The issuance of a temporary or final Certificate of Occupancy for any condominium unit in Building 2B if construction proceeds sequentially, or the fourth residential building regardless of the sequence of construction (e.g., 1a, 1b, 2a and 2b would be counted as separate buildings.) The Parties unequivocally agree that the City may withhold issuance of any temporary or final Certificate of Occupancy for any condominium unit commencing with any unit in Building 2B in the event that DEVELOPER has not begun to build the Neighborhood Park Site improvements, as determined by the City's Chief engineer, in the reasonable exercise of his discretion.

4.2 Subject to Section 8 below, DEVELOPER shall complete the Neighborhood Park Site improvements within one year after commencement of construction.

4.3 In addition to the attachments and descriptions contained in the Agreement, The Neighborhood Park Site improvements shall include the improvements on the Eastern Slope, and Neighborhood Park Site as depicted in Exhibits D and E to this First Amendment. The Neighborhood Park Site improvements shall have priority over the Eastern Slope Improvements should funding prioritization need to be made. However, this does not relieve the parties from any portion of the Agreement or this First Amendment.

As used in Section 7 of this First Amendment, "DEVELOPER" shall have the meaning given such term in the Agreement (i.e., BH).

8. Integration. The Agreement and this First Amendment include the following exhibits:

1. Exhibit A to First Amendment - *PUBLIC IMPROVEMENT AGREEMENT and MEMORANDUM OF UNDERSTANDING - Northgate Mixed-Use Development Neighborhood Park*
2. Exhibit B to First Amendment -*Set Aside Letter*
3. Exhibit C to First Amendment - Waiver
4. Exhibit D to First Amendment -*Landscape Plans for Belvedere Eastern Slope*
5. Exhibit E to First Amendment- *Landscape Plans for Neighborhood Park and Trail Head*
6. Exhibit F to First Amendment- *Legal Description of the Property.*

This First Amendment, incorporating the Agreement as Exhibit A, and together with all the foregoing Exhibits, contain the entire agreement between the parties with respect to their subject matter and together supersede whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and the Parties shall perform all duties, obligations and conditions required under the Agreement and its First Amendment.

9. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects. Except as specifically provided herein to the contrary, the capitalized terms used in this First Amendment shall have the meanings given such terms in the Agreement.

10. Ambiguities. The Parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

11. Counterparts. This First Amendment may be executed by the Parties in one or more counterparts all of which collectively shall constitute one document and agreement.

12. Authority. The persons signing this First Amendment for each Party hereby represent and warrant that he or she is fully authorized to sign this First Amendment on behalf of each Party.

13. Covenants Running With the Land and Constructive Notice. Subject to Section 14, below, all of the terms, provisions, and obligations contained in this First Amendment shall be binding upon Developer and its successors, and assigns, and all other persons or entities acquiring all or any portion of the Property, or any interest therein, whether by

operation of law or in any manner whatsoever, and the rights thereof shall inure to the benefit of the City and its successors and assigns. As such, all of the provisions of the Agreement and its First Amendment shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California. Notwithstanding the above but subject to Section 14 below, every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to every provision contained in the Agreement and its First Amendment, whether or not any reference to the Agreement and its First Amendment is contained in the instrument by which such person acquired an interest in the Property.

14. Release. Within 30 days of acceptance by City and GVRD of the Park Site Improvements, Developer shall prepare a release in order to clear from any title any obligation arising under this Agreement and its First Amendment. Developer shall prepare the release together with any documents necessary to clear the Park Site Improvement obligations from the title and present such to City and GVRD for execution. Authorization for and execution of such release or other documents shall not be unreasonably withheld by City and GVRD. Developer shall be responsible for recording such release or other documents with the Solano County Recorder's Office.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on the day and year first hereinabove appearing.

CITY OF VALLEJO, a public body corporate and politic

BY: _____
JOSEPH M. TANNER
City Manager

ATTEST:

BY: _____
MARY ELLSWORTH
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

BY: _____
CRAIG WHITTOM
Assistant City Manager/
Community Development

APPROVED AS TO FORM:

BY: _____
FREDERICK G. SOLEY
City Attorney

BELVEDERE HOMES, LLC,
a California Limited Liability Company

By: Mandarich Developments, a California corporation, its Manager

By: _____
Gary L. Mandarich, President

HYDE PARK HOMES LLC,
a California Limited Liability Company

By: Mandarich Developments, a California corporation, its Manager

By: _____
Gary L. Mandarich, President

NORTHGATE BUSINESS PARK LLC,
a California Limited Liability Company

By: Mandarich Developments, a California corporation, its Manager

By: _____
Gary L. Mandarich, President

GREATER VALLEJO RECREATION DISTRICT, a public service agency

BY: _____
WILLIAM PENDERGAST, III
Chairperson, Board of Directors

APPROVED AS TO FORM:

BY: _____
CHESTER A. ROGASKI
Attorney for GVRD

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE GREATER VALLEJO RECREATION DISTRICT AND THE CITY OF VALLEJO
REGARDING THE
OPERATION AND MAINTENANCE OF MARE ISLAND PARKS

This First Amendment to the Operation and Maintenance of Mare Island Parks Agreement originally made and entered into on June 15, 2006 hereafter referred to as "Agreement", between the Greater Vallejo Recreation District, a public body, corporate and politic ("District") and the City of Vallejo, a municipal corporation ("City"), is made and entered into on this _____ day of November, 2016.

1. Modified Exhibits. Exhibit B of the Agreement is hereby modified to include a map of the Crescent Park Tot Lot ("Playground").

2. Property Addition. District and City agree to add the Crescent Park Tot Lot ("Playground") to their existing Operation and Maintenance Agreement of Mare Island Parks ("Agreement") dated June 15, 2006.

3. Maintenance Fees. District and City acknowledge and agree that the Mare Island Community Facilities District (CFD) funds will not be used in any manner to fund the maintenance, repair, operations or management costs of the Playground. Operation and maintenance costs associated with the Playground will be entirely funded from a portion of the District's share of Mare Island property tax receipts.

4. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and District shall perform all duties, obligations and conditions required under the Agreement.

5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

7. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. Facsimile Signatures. This First Amendment shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party at the addresses noted below. The failure to send an original shall not affect the binding nature of this First Amendment.

9. Authority. The person signing this First Amendment for District hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

GREATER VALLEJO RECREATION DISTRICT, a Special Service District

By:_____
Shane McAffee, General Manager

DATE: _____

By:_____
Chet Rogaski, DISTRICT Attorney

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By:_____
Daniel E. Keen, City Manager

DATE:_____

ATTEST:

By:_____
Dawn Abrahamson, City Clerk

APPROVED AS TO CONTENT:

_____
Andrea Ouse
Community and Economic Development Director

APPROVED AS TO FORM:

_____
Claudia Quintana
City Attorney

Exhibit B Revised

Recording Requested By:

Jones, Hall, Hill & White

When Recorded Return To:

Paul J. Thimmig
Jones, Hall, Hill & White
Four Embarcadero Center
Suite 1950
San Francisco, CA 94111

LAKE SUBLEASE

between

THE GREATER VALLEJO RECREATION DISTRICT

Landlord

and

THE CITY OF VALLEJO

Tenant

Dated as of July 1, 1985

1

TABLE OF CONTENTS

SCHEDULE OF EXHIBITS

LAKE SUBLEASE

THIS LEASE is dated as of July 1, 1985 for reference purposes only and is made by and between the CITY OF VALLEJO, a municipal corporation in the County of Solano, State of California (the "City"), and the GREATER VALLEJO RECREATION DISTRICT, a public recreation and park district, organized and existing under and by virtue of the laws of the State of California (the "GVRD"), who agree as follows:

1. Recitals: The City and the GVRD have entered into this Sublease with respect to the following facts:

A. The City owns approximately one hundred thirty-eight (138) acres of land located in the County of Solano, State of California, described in Exhibit A attached hereto (the "Marine World Site"). The City also owns or controls the right to use the surface of Lake Chabot, a flood control and drainage reservoir consisting of approximately fifty-five (55) acres which is presently in the location and configuration shown on the site plan of the Marine World Site and Lake Chabot attached hereto as Exhibit A and which is described by Exhibit B ("Lake Chabot"). The City entered into a lease dated December 20, 1974 whereby the City leased to the GVRD certain real property for a term of thrity-five (35) years along with an option to renew for an additional twenty-five (25)

years, including the surface rights to Lake Chabot for recreational uses as approved in the master plan for the use of such area, a copy of which lease is attached hereto as Exhibit C (the "Master Lease").

B. The GVRD and the City desire to enter into a sublease whereby the GVRD subleases to the City the right to use the surface of Lake Chabot subject to certain rights reserved by GVRD for the benefit of the public, all to enable the City to in turn sublease such rights to others in connection with a lease of the Marine World Site in the transaction described in the following recitals.

C. Concurrently with the execution of this Sublease, the City intends to lease the Marine World Site and the surface of Lake Chabot to Merchant Leasing Corporation, a California corporation ("MLC"), for a term of fifty five (55) years. Concurrently, MLC intends to enter into the following agreements with the City: (i) a lease whereby MLC leases the Marine World Site and the surface of Lake Chabot to the City; and (ii) a facilities lease whereby MLC leases certain facilities constructed by it to the City. Also concurrently, the City intends to enter into the following agreements with the Redevelopment Agency of the City of Vallejo ("RAV"): (i) a land lease whereby the City leases the Marine World Site and the surface of Lake Chabot to RAV; and (ii) a facilities lease whereby the City leases to RAV the facilities leased by the City from MLC. Finally, and concurrently, RAV intends to enter into the following

agreements with Marine World Foundation, a California nonprofit public benefit corporation ("MWF"): (i) a land lease whereby RAV leases the Marine World Site and the surface of Lake Chabot to MWF; and (ii) a facilities lease whereby RAV leases to MWF the facilities leased by RAV from the City. The leases described in this subparagraph are referred to herein as the "Junior Leases" and the tenants under such leases are referred to herein as the "Subtenants."

D. The purpose of the foregoing lease transactions is to cause facilities to be constructed and leased to MWF for the operation of a marine animal and wildlife research and education facility and marine animal and wildlife park in accordance with Use Permit No. 1978 issued by the City (the "Marine World Park").

2. Demise: The GVRD hereby leases to City, and City hereby leases from the GVRD, the right to use the surface of Lake Chabot granted to the GVRD by the Master Lease, subject to the reservation of rights by the GVRD set forth in paragraph 7 hereof.

3. Term: The term of this Sublease shall commence on the date first set forth above and shall terminate on the termination date of the Master Lease. If the GVRD exercises its option under paragraph 17 of the Master Lease to extend the term of the Master Lease for an additional term of twenty-five (25) years, the City

shall have the option to extend the term of this Sublease for a like period upon all terms and conditions of this Sublease.

4. Incorporation of Certain Terms of the Master Lease: This Sublease shall be on the same terms and conditions as the following provisions of the Master Lease, except as expressly provided herein, with the City responsible for performing the obligations of "Lessee" and the GVRD responsible for performing the obligations of "Lessor":

2. (No use in violation of law);
3. (Limitation on assignment and subleasing);
4. (Maintenance);
5. (No waste or alterations);
6. (Surrender);
7. (Quiet enjoyment);
10. (Payment for utilities, taxes, and assessments);
13. (Eminent domain);
14. (Default);
15. (Waiver);
16. (Notices);
18. (Cancellation of lease upon dissolution of the GVRD);
19. (Successors); and
21. (Integration).

To the extent there is a conflict between the above-described provisions of Master Lease and other provisions of this Sublease relating to the responsibilities of the GVRD and the City hereunder, the other provisions of this Sublease shall control.

5. Rent: On or before the commencment of the term of this Sublease and on each anniversary thereof during the term of this Sublease, the City shall pay an annual rent in advance of One Dollar ($1.00) per year.

6. Use: Subject to the rights of use reserved by the GVRD described in paragraph 7 hereof, the City and its Subtenants shall have the right to use the surface of Lake Chabot for any lawful purpose subject to the limitations contained in this Sublease, including the following:

A. The City and its Subtenants shall have the right to use the surface of Lake Chabot for any uses described in Use Permit No. 1978.

B. The City and its Subtenants shall have the right to build piers, docks, buildings, and other improvements that extend into or over the surface of Lake Chabot.

C. The City and its Subtenants shall have the right to use the surface of Lake Chabot for water-ski exhibitions, competitions, practice sessions, and other uses reasonably related to such activities.

D. The parties acknowledge that it may become necessary or desirable for the City or its Subtenants to operate ferries on the surface of Lake Chabot for the purpose of transporting patrons of the Marine World Park from one point in the park to another. The parties hereto agree that such use must be conducted in a manner which does not unreasonably interfere with the rights of use reserved by the GVRD pursuant to paragraph 7 hereof. Accordingly, in the event the City or any of its Subtenants desires to use the surface of Lake Chabot for the purpose of operating ferries serving the Marine World Park, the party desiring to do so shall submit a written application for the permission of the GVRD to allow such use, specifically describing the manner in which such ferries shall be operated. The GVRD shall grant its approval for such use unless such use unreasonably interferes with the rights of use retained by the GVRD pursuant to paragraph 7 hereof. If the GVRD does not give its approval within thirty (30) days after it has received a written application therefore, then the issue of whether such use may be made of Lake Chabot shall be decided by a panel of representatives of the parties constituted pursuant to paragraph 7G hereof, who shall permit such use unless it determines that the manner in which such use will be made of Lake Chabot will unreasonably interfere

with the rights of use reserved by the GVRD pursuant to paragraph 7 hereof.

7. Rights of Use Reserved by the GVRD: The GVRD, and the public it serves, shall continue to have and hereby reserves from this Sublease for the benefit of the public, the right to use the surface of Lake Chabot, subject to the following specific limitations:

A. The City or its Subtenants intend to operate water-ski exhibitions, demonstrations, and practice sessions involving an eliptical ski run of approximately 1,000 feet in length in the approximate location shown on the "Illustrated Master Plan XII for Phase IA of Marine World Africa USA" dated April 29, 1985 prepared by Battaglia Associates, Inc., a copy of which is attached hereto as Exhibit A-1. The City or its Subtenants may reserve that part of Lake Chabot designated as the "Ski Area" on Exhibit A-1 attached hereto for the exclusive use of the operator of the Marine World Park for the operation of water-ski exhibitions, demonstrations, practice sessions, and other reasonably related uses during the period when such area is so needed. Such area shall be demarcated by buoys, barriers, or other devices, and the GVRD shall not permit the public to use that part so reserved for such exclusive use. The area reserved for such exclusive use shall be demarcated in such a manner as to not interfere with the existing boat launching ramp located adjacent to the Dan Foley Cultural Center.

B. The City and its Subtenants may require the GVRD to close the entire surface of Lake Chabot to public access when appropriate for special events being conducted by the operator of the Marine World Park (e.g., ski competitions) so long as the GVRD receives at least thirty (30) days prior written notice of the event. Notwithstanding the foregoing, the City and its Subtenants may not schedule more than four (4) such special events requiring the exclusive use of all of Lake Chabot during any twelve (12) month period during the term of this Sublease, and no single event may have a duration of more than five (5) calendar days.

C. The rights reserved to the GVRD and the public shall be limited to the use of the surface of Lake Chabot for swimming, fishing, wildlife observation, rowing and sailing. No motorized boats or other kind of motorized water craft shall be allowed on the lake at any time. Rowboats, canoes, rafts, sailboards, and sailboats owned by individuals for personal (but not commercial) use may be operated on that part of Lake Chabot not reserved for the exclusive use of the operator of the Marine World Park. No commercial business involving the leasing or use of boats or any other kind of water craft shall be allowed to use Lake Chabot.

D. Neither the GVRD nor the public may enter upon or otherwise use any part of the surface of Lake Chabot that is either (i) within 50 feet of the shoreline of Lake Chabot which abuts the

Marine World Site or (ii) within 25 feet of any building, pier, or other structure that extends over the surface of Lake Chabot and is part of the Marine World Park or is otherwise attached to the Marine World Site. This restricted area (as it may change depending upon changes in the depth of Lake Chabot and consequent changes in its shoreline) is reserved for the exclusive use of the City and its Subtenants pursuant to this Sublease.

E. The GVRD may not make or permit any use by the public of the surface of Lake Chabot which materially interferes with the operation of or poses a safety hazard with respect to the Marine World Park, including the operation of the water-ski exhibitions.

F. The parties acknowledge that it may become necessary or desirable for the GVRD to prohibit the operation of private boats and to operate a boat or watercraft concession or rental business to properly control the use of boats on Lake Chabot so that such use does not interfere with the operation of the Marine World Park. The parties hereto agree that such use must be conducted in a manner which does not unreasonably interfere with the operation of the Marine World Park or its right to use Lake Chabot. Accordingly, in the event the GVRD desires to operate such a boat concession, it shall submit a written application for the permission of the City to allow such use, specifically describing the manner in which such concession shall be operated. The City shall grant its approval

for such use unless it poses a safety hazard. If the City does not give its approval within thirty (30) days after it has received a written application therefore, then the issue of whether such use may be made of Lake Chabot shall be decided by the panel constituted pursuant to paragraph 7G hereof, who shall permit such use unless it determines that the manner in which such use will be made of Lake Chabot will pose a safety hazard.

G. The following issues shall be resolved in the manner described in this subparagraph: (i) whether the operation of ferries by the City (or any of its Subtenants) would unreasonably interfere with the rights reserved by the GVRD pursuant to paragraph 7 hereof; (ii) whether the operation by the GVRD or any concessionaire engaged by it of a business leasing or providing boats to be operated or used on Lake Chabot would ~~unreasonably interfere with the operation of the Marine World Park or~~ pose a safety hazard in light of the uses that may be made of Lake Chabot by the City or its Subtenants; or (iii) whether a use that is made by the public and permitted by the GVRD materially interferes with the operation of or poses a safety hazard with respect to the Marine World Park (as prohibited by subparagraph 7E). In the event either the GVRD or the City (or any of its Subtenants) desires to resolve a dispute or controversy which relates to any of the issues described by the immediately preceding sentence, then the party desiring such resolution may initiate the procedure described by this subparagraph by giving

written notice to all other parties hereto stating the issue to be decided and the relief sought. The issue shall then be decided by majority vote of a panel consisting of (i) a representative of the City appointed by the City Council of the City; (ii) a representative of the GVRD appointed by the Board of Directors of the GVRD; and (iii) a representative of whichever of the Subtenants of the City is actually occupying and operating the Marine World Park. If any one of such representatives is not appointed within thirty (30) days after request therefore from the GVRD or the City (or any of its Subtenants), then the decision shall be made without the participation of such representative. Once those representatives have been appointed, they shall cause the matter at issue to be heard as soon as practicable and at such hearing shall offer the GVRD and the City (and its Subtenants) the opportunity to present evidence and argument. If any party, after being duly notified, fails to appear, participate, or produce evidence at the hearing, the panel may make an award based solely on the evidence actually presented. The representatives on the panel shall, by majority vote, make such decision and award as is appropriate and in accord with the terms of this agreement, and such decision and award shall be binding upon all parties to this Agreement. The cost of resolving the issue in accordance with this paragraph shall be borne equally by the GVRD and the City (or its Subtenants).

8. Maintenance of Lake Chabot Shoreline: With respect to the maintenance and repair of the shoreline of Lake Chabot (including all piers, pipes, and other improvements located thereon), (i) the City and its Subtenants shall be responsible for the maintenance and repair of that part of the shoreline of Lake Chabot which abuts the Marine World Site, and (ii) the GVRD shall be responsible for the maintenance and repair of the remainder of the shoreline of Lake Chabot which does not abut the Marine World Site. If the operation by either the City or the GVRD of the land owned, leased, or controlled by it generates litter or other debris or causes damage to the property of the other, such party responsible thereto shall promptly remove such litter or debris or repair such damage.

9. Performance of 1970 Water Agreement: The GVRD shall continue to be responsible for the performance of its obligations pursuant to that agreement dated April 1, 1970 among the City, the GVRD, and the Vallejo Golf Club (the "Water Agreement"). In the event the Water Agreement is terminated or expires, the GVRD shall not draw water from Lake Chabot for irrigation purposes in a manner that materially lowers the level of the lake unless provision is made for replenishing the water so drawn and paying the cost thereof.

10. Marine World Park Security: The City and its Subtenants shall have the right to enforce such security measures as they deem reasonably necessary to provide adequate security to the Marine

World Park and the areas of Lake Chabot reserved for the exclusive use of the City and its Subtenants, including the right to restrict access thereto by the public from Lake Chabot. The GVRD shall cooperate in all such reasonable security measures.

11. Liability Insurance: Both the GVRD and the City shall maintain throughout the term of this Sublease comprehensive public liability and property damage insurance covering the surface of Lake Chabot with combined single limit coverage in an amount that is not less than Five Million Dollars ($5,000,000), which limit is subject to periodic adjustment at the request of any party to this Sublease to an amount that provides adequate protection for the risks being covered and is commercially reasonable under the circumstances with due regard to cost and level of coverage carried by comparable entities. All such insurance shall (i) be effected under a valid and enforceable policy issued by insurers of recognized responsibility; (ii) name the GVRD, the City and the City's Subtenants as insured parties thereunder, as their respective interests appear; and (iii) provide that no cancellation, modification or termination thereof shall be effective until at least thirty (30) days after receipt of written notice thereof by all parties to such policies. Each party shall furnish the other party with a certificate of insurance evidencing compliance with the requirements of this paragraph.

12. Indemnification by the GVRD: The GVRD shall hold harmless, indemnify, and defend the City and its Subtenants from all liability, damages, costs, claims, and/or judgments arising by reason of any death, bodily injury, personal injury or property damage resulting from (i) the use of Lake Chabot by the GVRD or any persons gaining access to Lake Chabot from Dan Foley Park, (ii) the negligence or willful misconduct of the GVRD, or (iii) a breach by the GVRD of its obligations under this Sublease.

13. Indemnification by the City: The City and its Subtenants shall hold harmless, indemnify and defend the GVRD from all liability, damages, costs, claims, and/or judgments arising by reason of any death, bodily injury, personal injury or property damage resulting from (i) the use of Lake Chabot by the City or its Subtenants or by any persons gaining access to Lake Chabot from the Marine World Site, (ii) the negligence or willful misconduct of the City or its Subtenants, or (iii) a breach of this Sublease by the City or its Subtenants.

14. Junior Leases: The parties acknowledge that the existence of the Junior Leases referred to in paragraph 1, and agree as follows with respect to such leases:

A. The GVRD hereby approves such Junior Leases, including the provisions thereof which relate to the right to use the surface of Lake Chabot subject to the terms of this Sublease;

B. The obligations of the City under this Sublease may be performed by the Subtenants and the Subtenants shall have the right to enforce the performance of the obligations of the GVRD pursuant to this Sublease.

C. This Sublease shall not be amended, modified or terminated without the prior written consent of all Subtenants.

D. Each of the Subtenants may assign, sublease, mortgage, or otherwise transfer their rights under their respective leases so long as the Subtenant seeking to do so first gives at least thirty (30) days prior written notice to the GVRD of the material terms of the transaction in question to give the GVRD an opportunity to consult with the City regarding the proposed transaction.

E. In the event this Sublease is terminated, the GVRD agrees to recognize the rights of any of the Subtenants created by its respective lease so long as it is not in default thereof.

15. Right to Cure: In the event either the GVRD or the City (or any of its Subtenants) fails to perform any of its obligations

under this Lease and fails to cure such default within fifteen (15) days after written notice from the other party specifying the nature of such default where such default could reasonably be cured within said fifteen (15) day period, or fails to commence such cure within said fifteen (15) day period and thereafter continuously with due diligence prosecute such cure to completion where such default could not reasonably be cured within said fifteen (15) day period, then the other party shall have the right, but not the duty, to cure such default or otherwise perform the obligations of the defaulting party at such defaulting party's cost, including but not limited to controlling or denying access to the surface of Lake Chabot by the public to the extent necessary to cure such default or perform such obligations. If either the GVRD or the City (or any of its Subtenants) at any time by reason of the default of the other party reasonably pays any sum or does any act that requires the payment of any sum, the sum so paid shall be immediately due from the defaulting party to the other party making the payment at the time the sum is paid and shall bear interest at the rate of twelve percent (12%) per annum from the date the sum is expended until it is reimbursed.

16. Mitigation by the City: The City or its Subtenants shall perform the following obligations for the benefit of the GVRD to mitigate the impact of the operation of the Marine World Park on Dan Foley Park (the "Park") which is adjacent to Lake Chabot and is leased and operated by the GVRD:

A. The City (or its Subtenants) shall cause to be performed at its cost a sound study to measure the impact of the operation of the Marine World Park and the water-ski exhibitions on Dan Foley Cultural Center (the "Center"). Such sound study shall be performed when Lake Chabot is at an elevation of at least 68 feet above sea level before the Marine World Park is in operation, and then again after the Marine World Park is in operation. Based on the results of such sound study, the City (or its Subtenants) shall pay for improvements to the Center consisting of the following to the extent reasonably necessary to mitigate the impact of such increased sound level: (i) double pane glass; (ii) acoustic tile; and (iii) the installation of air conditioning equipment that would allow the Center to be operated with windows and doors closed during the summer months.

B. The City shall cause MWF to provide crowd control consulting services by personnel retained or employed by MWF to the GVRD for the management of anticipated increased levels of use of the Center and the Park, at no cost to the GVRD. In the event the GVRD determines that access to the veranda of the Center needs to be controlled as a result of the operation of the Marine World Park, the City or its Subtenants shall pay for the installation of one or two access gates that would restrict access to the veranda of the Center.

C. The City (or its Subtenants) shall cause to be installed, constructed, or made such shore treatment as is reasonably necessary to mitigate the impact of wave action on the shoreline of Lake Chabot, which treatment shall consist of such method as is recommended by the Department of Fish and Game and/or is required by Use Permit No. 1978 issued by the City. In the event that the shore treatment materially interferes with access to Lake Chabot by the public for fishing purposes, the City shall at its cost construct one or two piers to provide reasonable alternative access to Lake Chabot for fishing by the public.

17. General Provisions: This Sublease shall be governed by and construed in accordance with the laws of the State of California. If any term or provision of this Sublease is found by a court of competent jurisdiction to be void or unenforceable, that term or provision shall be deemed stricken from this Sublease, which shall continue in full force and effect.

18. Attorneys Fees: If either party to this lease brings any legal, equitable or administrative proceedings to enforce any term or provision of this Sublease, or to protect its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover from the other party its reasonable attorney's fees and costs, as awarded by judicial authority having jurisdiction over such proceeding.

IN WITNESS WHEREOF, the parties have executed this Sublease on the dates indicated below opposite their respective signatures.

CITY OF VALLEJO,
a Municipal Corporation,

By _____
CITY MANAGER

Dated: 8/19/85

APPROVED AS TO FORM:

By _____
CITY ATTORNEY

Dated: 8-19-85

By _____
DISTRICT LEGAL COUNSEL

Dated: 8/18/85

ATTEST: _____
CITY CLERK

Dated: _____

GREATER VALLEJO RECREATION DISTRICT,
a Recreation and Park District
of the Sate of California,

By _____
CHAIRPERSON, BOARD OF DIRECTORS

Dated: 8/18/85

POR. SEC'S. 6 & 7, T.3N., R.3W., M.D.B. & M.

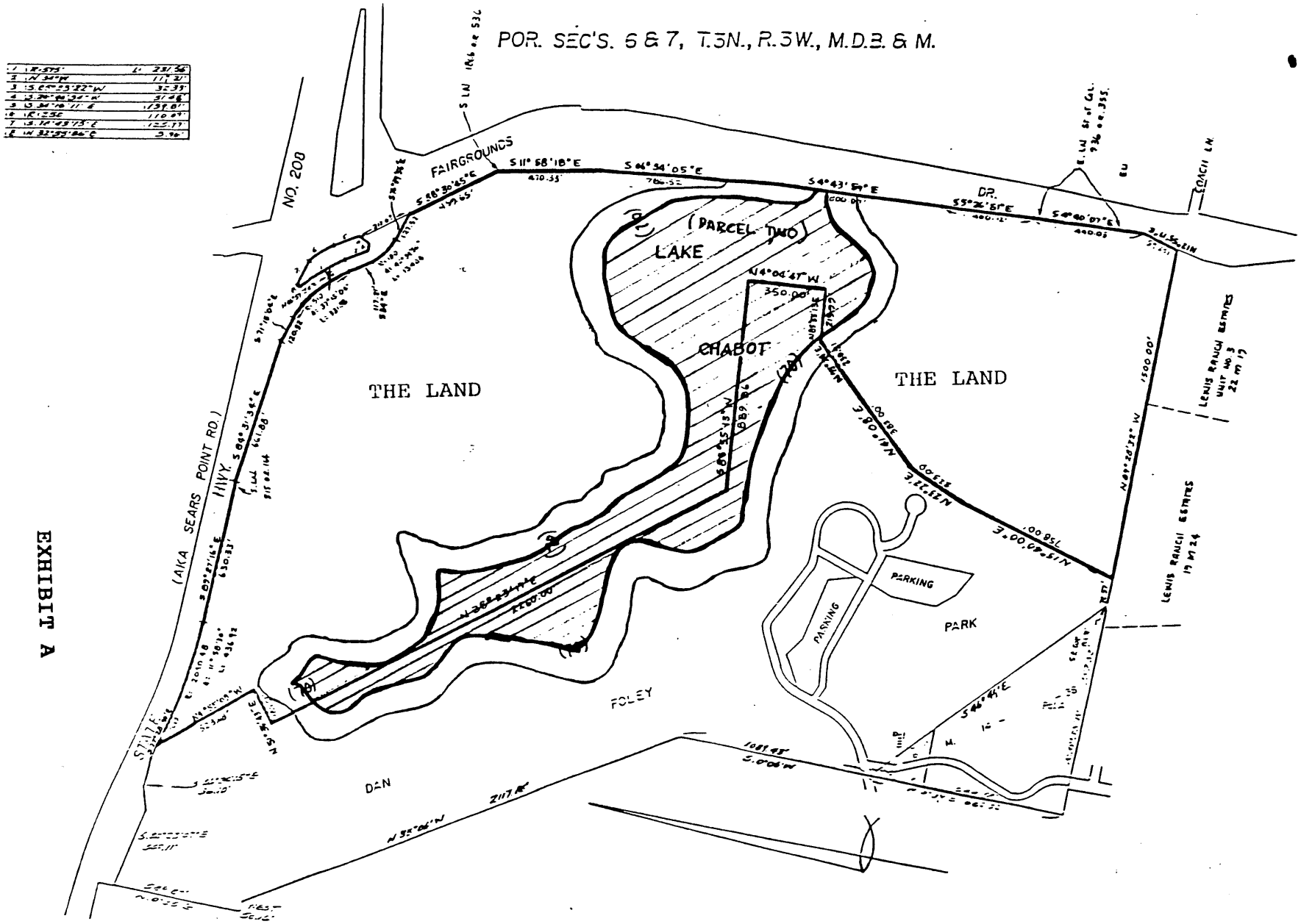
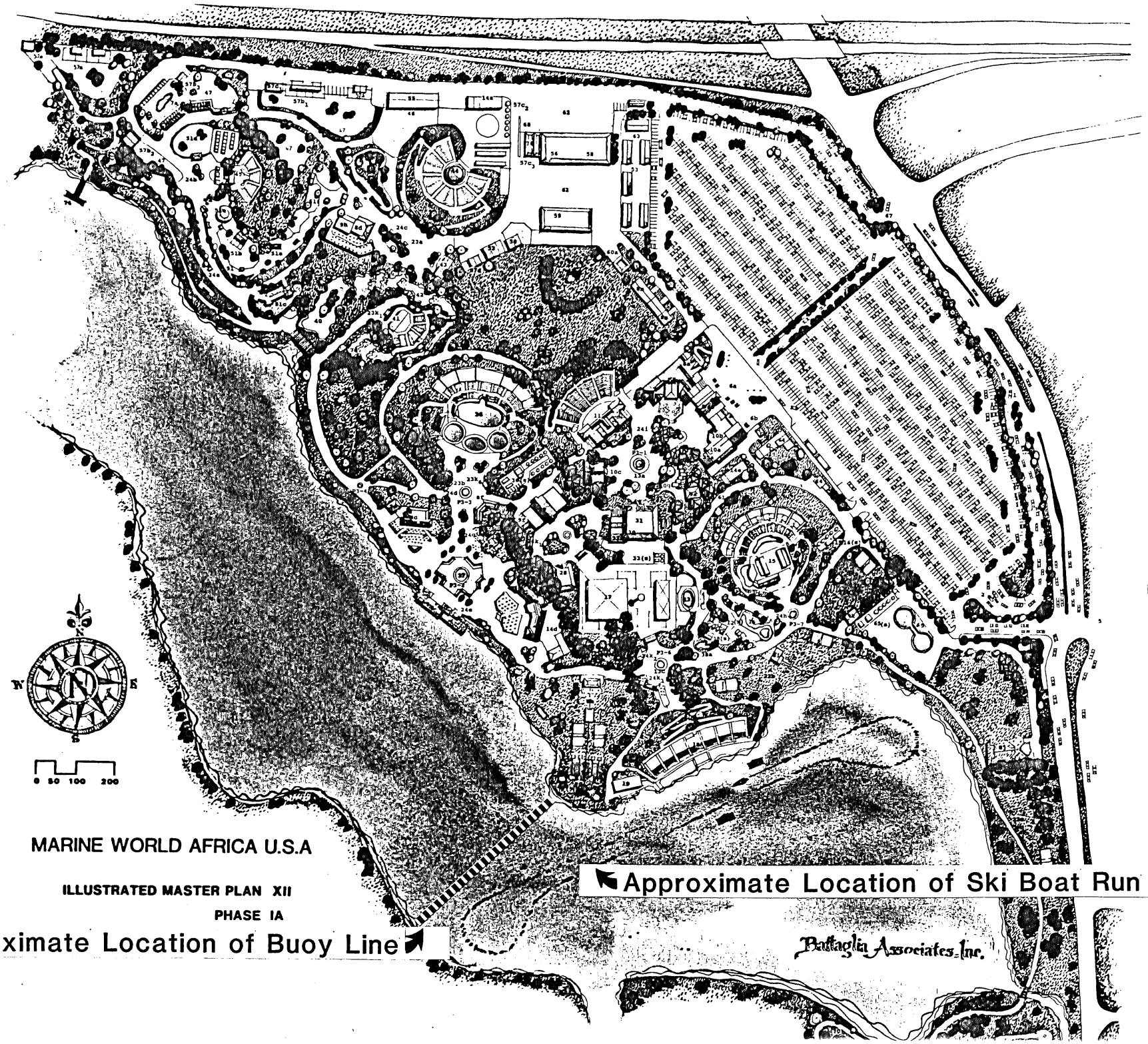


EXHIBIT A



MARINE WORLD AFRICA U.S.A

ILLUSTRATED MASTER PLAN XII

PHASE IA

EXHIBIT A-1

EXHIBIT "B"

(Description of Surface of Lake Chabot)

The surface use of Lake Chabot and being a portion of the parcel of land described in the Deed to the City of Vallejo, recorded February 16, 1946 in Book 337 of Official Records, Page 337, Series No. 2545, and being a portion of Section 6, Township 3 North, Range 3 West, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northeasterly corner of Lot 13, Lewis Ranch Estates Unit No. 3 as shown in book 22 of Maps at Page 19, Solano County Records, thence along the Northerly line of Lewis Ranch Estates Unit No. 3 and the Northerly line of Lewis Ranch Estates Unit No. 1, said Unit No. 1 being shown in Book 19 of Maps at Page 24, Solano County Records, North 89° 28' 32" West, 1,500.00 feet; thence along the Easterly fence of Dan Foley Park, North 15° 40' 00" East, 758.00 feet; thence North 23° 22' 00" East, 223.00 feet; thence North 41° 08' 00" East, 382.00 feet; thence North 45° 24' 00" East, 230.21 feet; thence North 85° 55' 13" East to its intersection with the 72.5 foot contour line on the Southerly shore of Lake Chabot (City of Vallejo Datum) shown on Topographic Map Showing the Boundaries of Parcel 1, Flosden Acres Redevelopment Plan, Amendment No. 3-857023, Schwafel Engineers-Bissell & Karn, and as amended by the site rough grading lakeshore development drawing C-2.1 of April 1985, said point of intersection being the True Point of Beginning; thence following said 72.5 foot contour line in a Northwesterly, Northeasterly, Southeasterly, Southerly and Westerly direction around the shore of Lake Chabot to the Point of Beginning.

RESOLUTION NO. 75-252 N.C.

BE IT RESOLVED, by the Council of the City of Vallejo, as follows:

THAT WHEREAS, the Greater Vallejo Recreation District currently maintains and operates a majority of parks throughout the City of Vallejo; and

WHEREAS, the Marina Vista Park and Independence Park are not included among those maintained by the Greater Vallejo Recreation District; and

WHEREAS, maintenance of all parks throughout the City of Vallejo should be under the jurisdiction of the Greater Vallejo Recreation District in order to provide continuity of park services, now, therefore,

BE IT RESOLVED that the City Council of the City of Vallejo hereby declares their intention of leasing to the Greater Vallejo Recreation District, effective 1 July 1975, the Marina Vista Park and Independence Park for maintenance and operation; and

BE IT FURTHER RESOLVED that in consideration of said maintenance and operation, the City Council hereby declares its intention to waive water bills for parks currently owned, maintained and operated by the Greater Vallejo Recreation District , said parks and consideration to be made a part of an amendment to the Master Lease for Parks with the Greater Vallejo Recreation District to become effective 1 July 1975; and

BE IT FURTHER RESOLVED that the City Attorney and City Manager are hereby directed to prepare said amendment to the

ADOPTED by the Council of the City of Vallejo at a regular

AYES: Councilmen Asera, Bertuzzi, Cunningham, Curtola, Douglas, Dubnoff and Sibley

NOES: None

FLORENCE E. DOUGLAS, MAYOR

ATTEST: HELEN G.SEEBER, CITY CLERK

9

file
1053
MASTER LEASE

RESOLUTION NO. 77-642 N.C.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VALLEJO, as follows:

That the City Manager is authorized to execute and the City Clerk to attest that certain Appendix IV to the Master Lease entered into between the City and the Greater Vallejo Recreation District on December 20, 1974 which is attached hereto and marked Exhibit "A".

BE IT FURTHER RESOLVED that the City Clerk is authorized to accept in behalf of the City and to cause to be recorded in the office of the County Recorder that certain Grant Deed for Castlewood Park, a copy of which is attached hereto and marked Exhibit "B".

ADOPTED by the Council of the City of Vallejo at a regular meeting held on July 25, 1977, by the following vote:

AYES: Councilmen Bertuzzi, Boschee, Cunningham, Douglas, Intintoli, Keith and Sibley.

NOES: None

ABSENT: None

FLORENCE E. DOUGLAS, MAYOR

Attest:
MILDRED R. WATSON, CITY CLERK

THE WITHIN INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DATE: 9/11/89
ATTEST: Mildred R. Watson
MILDRED R. WATSON
CITY CLERK & EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF VALLEJO

7

CITY OF VALLEJO

OFFICE OF THE CITY MANAGER

555 SANTA CLARA STREET • P.O. BOX 3068 • VALLEJO • CALIFORNIA • 94590-5934 • (707) 648-4575
FAX (707) 648-4426

November 18, 2009

Shane McAffee
General Manager
Great Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590-6320

SUBJECT: Greater Vallejo Recreation District ("GVRD") Master Lease

Dear Mr. McAffee:

This letter serves to document the receipt of your May 8, 2008 correspondence to exercise GVRD's unilateral right to extend the term of the Master Lease for twenty-five years, until June 30, 2034.

GVRD's right to extend the term is contained in paragraph 17 of the Master Lease, and the City of Vallejo hereby acknowledges that it has been properly exercised.

Although, both GVRD and the City are currently negotiating an amended and restated master lease document which is currently in draft form, the current operative agreement which sets forth the relationship between the parties, as well as the duties and obligations as to the various properties is the Master Lease, originally executed on December 20, 1974, together with the appendices and the May 8, 2008 correspondence wherein GVRD exercised its option to extend.

Please let me know if we can be of further assistance in this matter.

Sincerely,

Robert F.D. Adams
Interim City Manager

Cc: Steve England, Asset Manager
Claudia Quintana, Assistant City Attorney

J:\SE\GVRD Master Lease Amendment Letter to City Manager.docx