


RESOLUTION NO. 1948

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING AND APPROVING THE EXECUTION OF AN
ANNEXATION AGREEMENT BY AND BETWEEN
ERNEST M. BRAGA, STANLEY BRAGA
AND NORMAN S. BRAGA AND
THE CITY OF SOLEDAD

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor, and the City Clerk be, and they are hereby, authorized and directed for and on behalf of said City to execute and deliver an annexation agreement with Ernest M. Braga, Stanley Braga and Norman S. Braga in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 29th day of November, 1989, by the following vote:

AYES, and in favor thereof, Councilmembers: Campos,
Holguin, Ledesma, Mayor Pro Tem Untalon, Mayor Ortiz
NOES, Councilmembers: None
ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

City of Soledad
P.O. Box 156
Soledad, Ca
93940

72965

ANNEXATION AGREEMENT

DEC 23 9 31 AM '89
OFFICE OF THE CLERK
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

The parties to this agreement are ERNEST M. BRAGA, STANLEY BRAGA and NORMAN S. BRAGA ("Braga") and the CITY OF SOLEDAD, a California municipal corporation ("Soledad").

R E C I T A L S

A. Braga is the owner of the real property depicted in Exhibit "A" hereto shown as the 8.62 acre Parcel A in Volume 13 of Parcel Maps, page 166, recorded on November 29, 1979, Official Records of Monterey County, California (the "Braga property"), which Braga property is located adjacent to the City of Soledad, outside of the City's boundaries. Braga has entered into a right of way contract with the State of California Transportation Agency, Department of Transportation ("State"), a copy of which is attached hereto as Exhibit "B". Under the terms of such contract, Braga has donated portions of the property to the State for use by the State to construct a southbound on-ramp to State Highway 101.

B. Soledad is prepared to contribute up to Sixty Thousand Dollars (\$60,000.00) toward the construction of the southbound on-ramp, which will be beneficial to the orderly development of the City of Soledad.

C. Soledad and Braga desire that the Braga property be annexed to the City of Soledad.

NOW, THEREFORE, the parties agree as follows:

1. Contribution. The City of Soledad will contribute to the State the sum of up to Sixty Thousand Dollars (\$60,000.00) to be used for construction of the Highway 101 on-ramp, which contribution shall be made in accordance with the schedule established by the State.

2. Annexation. The City of Soledad and Braga shall initiate at a mutually convenient time all necessary

Exhibit "A"

proceedings to annex the Braga property to the City of Soledad and shall diligently prosecute such proceedings to completion, culminating in the annexation of the Braga property to the City of Soledad. The parties shall cooperate with and support one another in completing such annexation.

3. Restriction on Development. In consideration of the construction cost contribution and the agreement to annex, Braga agrees that it will not develop its property or procure any permits for the development of the Braga property for other than the existing agricultural uses (i.e., cultivation of crops) until the earlier of; a) the annexation of the Braga property to the City of Soledad, or; b) denial by the Monterey County Local Agency Formation Commission ("LAFCO") or the City of Soledad itself, of an application for the annexation of the property to the City of Soledad.

4. Binding on Successors and Heirs. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto except as hereinabove expressly provided.

5. Attorneys Fees. Should any litigation be commenced between the parties hereto or their personal representatives concerning any provisions of this Agreement or the rights and duties of any person or entity in relation thereto, the parties or parties prevailing in such litigation shall be entitled in addition to such other relief as may be granted, to a reasonable sum as and for his attorneys fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

6. Recordation. This Agreement shall be recorded in the Monterey County Recorder's Office. Upon the termination pursuant to Paragraph 3 of the restriction on development, the

parties shall execute and record a document indicating that the agreement and restrictions thereof are terminated and of no further force or effect.

7. Entire Agreement. This instrument contains the entire agreement between the parties, and any agreement or representation respecting said property not expressly set forth in this instrument is null and void.

DATE: 12/12/89

CITY OF SOLEDAD
BY Richard Cortez
MAYOR

APPROVED AS TO FORM:

John W. Hutton
JOHN HUTTON, CITY ATTORNEY
CITY OF SOLEDAD

DATE: 12-5-89

Ernest M. Braga
ERNEST M. BRAGA

DATE: 12/5/89

Stanley Braga
STANLEY BRAGA

DATE: 12/5/89

Norman S. Braga
NORMAN S. BRAGA

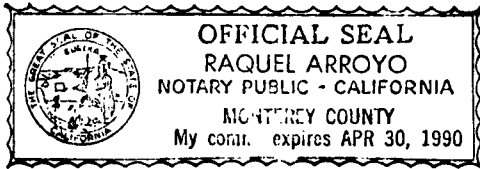
APPROVED AS TO FORM:

Michael D. Cling
MICHAEL D. CLING, ATTORNEY
FOR ERNEST M. BRAGA, STANLEY BRAGA
AND NORMAN S. BRAGA

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

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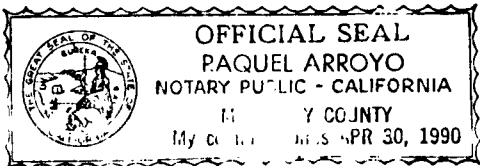
On this 5th day of December, in the year 1989, before me, the undersigned, a Notary Public, personally appeared Richard Ortiz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Mayor of the City of Soledad, a municipal corporation of the State of California, and acknowledge to me that the City of Soledad, a municipal corporation, executed it.



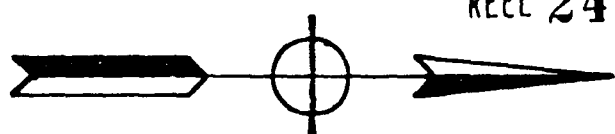
Raquel Arroyo
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On this 5th day of December, in the year 1989, before me, the undersigned, a Notary Public, personally appeared ERNEST M. BRAGA, STANLEY BRAGA and NORMAN S. BRAGA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.



Raquel Arroyo
Notary Public



THE BRAGA PROPERTY

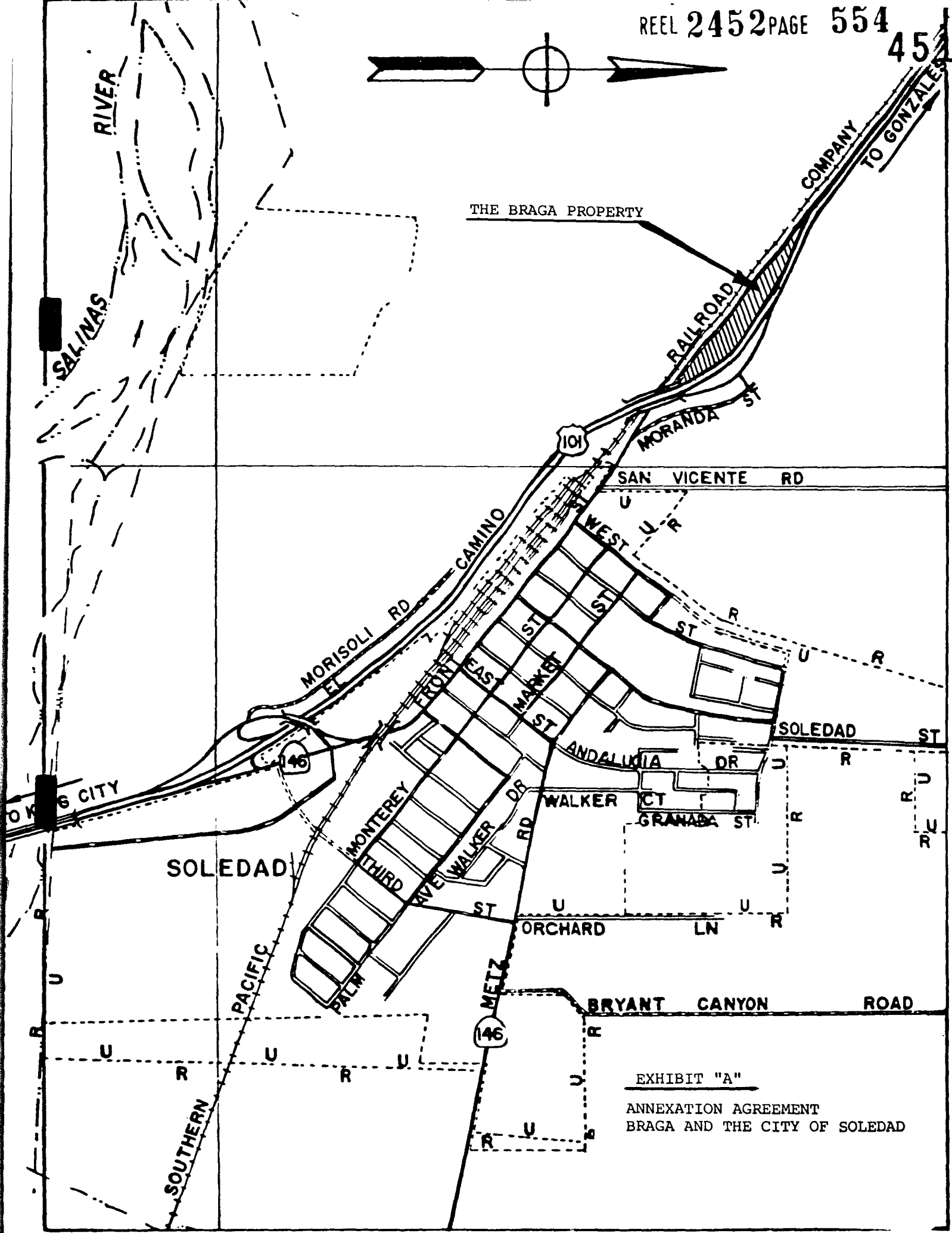


EXHIBIT "A"
ANNEXATION AGREEMENT
BRAGA AND THE CITY OF SOLEDAD

Soledad California
September 26, 19 89

District	Co	Rte.	P.M	E.A.
05	MON	101	63.1	360409

ERNEST M. BRAGA, STANLEY BRAGA

NORMAN S. BRAGA

Grantor

RIGHT OF WAY CONTRACT--STATE HIGHWAY

Document No 4732-1 in the form of a Grant Deed covering the property particularly described in the above instrument has been executed and delivered to F J Bailey, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
2. The State shall
 - (A) Accept delivery of property or interest conveyed by above document(s) and record same when title can be vested in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow
 - b. Covenants, conditions restrictions and reservations of record, or contained in the above referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - d. The fact that the ownership of said land does not include any rights of ingress or egress to or from U. S. Highway 101, said rights having been relinquished by deed from S. F. Braga, et al, to the State of California, recorded May 24, 1965 in Reel 407 of Official Records, at Page 8.

EXHIBIT

"B"

e. Waiver of claim for damages by reason of the location, construction, landscaping, or maintenance of a highway, and matters incidental thereto, as contained in the deed to the State of California, recorded May 24, 1965 in Reel 407 of Official Records, at Page 8

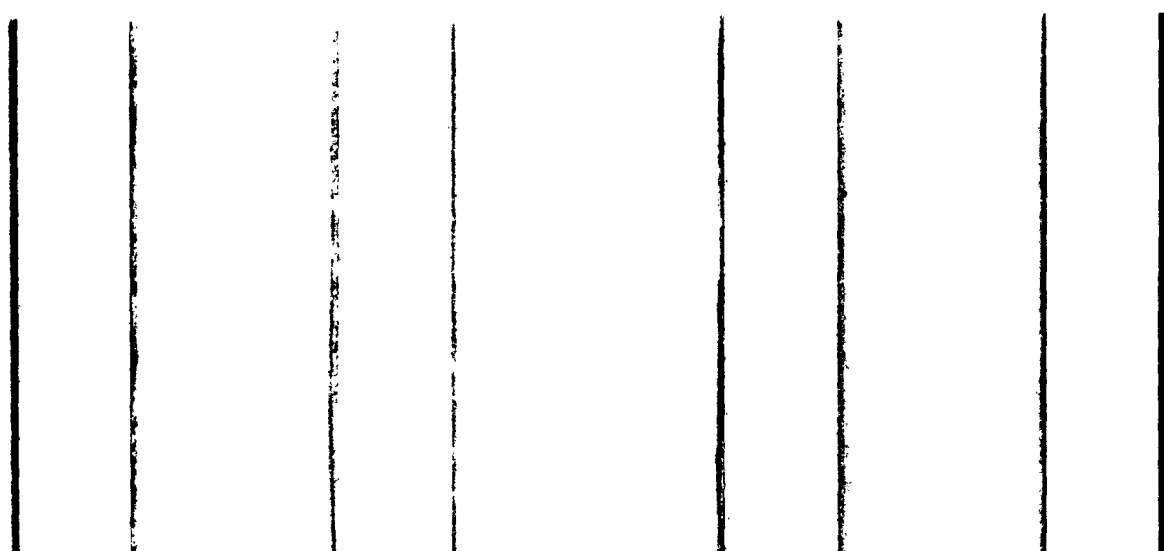
(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.

(C) Have the authority to deduct and pay from the amount in Clause (A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

3. It is understood and agreed that the property conveyed by document No. 4732-1 is being donated to the State by the undersigned grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the property donated and hereby waives such right to compensation

4 The grantor(s) shall retain possession of the property conveyed up to and including the date of recording of the deed conveying title to State upon compliance by the grantor(s) with the conditions of this contract All rents collected by grantor(s) applicable to any period thereafter shall be paid to the State in accordance with the terms and conditions of the Rental-Escrow Instructions attached hereto and made a part thereof. Either party hereto collecting rents to which the other party is entitled shall, in the final settlement of this contract, pay such amount to the other as is necessary to comply with the provisions of this clause.

~~5. The grantor(s) further agree(s) to hold the State harmless and indemnify the State for any and all of its losses and expenses incurred by reason of any damage of said property held by any tenant of grantor(s) for a period exceeding one month.~~



5. Grantor(s) shall be entitled to farm the subject property, free of charge, through March 31, 1990. Grantor(s) shall remove all growing crops from the subject property by March 31, 1990
6. In the event that the State fails to complete construction of a southbound freeway on-ramp to Highway 101 on the subject property prior to December 31, 1991, the subject property shall automatically revert to Grantor(s).

Further, should the State at any time terminate its use of the subject property for a freeway on-ramp, or otherwise abandon the subject property, the ownership of the subject property shall revert to the Grantor(s).

Further, should the State at any time propose to transfer ownership interest in all or part of the subject property, the State shall first offer to transfer the subject property to the Grantor(s)' heirs, successors or assigns, without charge. Any purported transfer in violation of this provision shall be null and void.

7. The State shall be responsible for the cost of modifying the water line which serves the subject property so that it is stubbed off before entry onto the subject property and the cost of moving the water system air vent pipe from the property to the point where the water line is stubbed off.
8. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto except as hereinabove expressly provided.
9. Should any litigation be commenced between the parties hereto or their personal representatives concerning any provisions of this agreement or the rights and duties of any person or entity in relation thereto, the party or parties prevailing in such litigation shall be entitled in addition to such other relief as may be granted, to a reasonable sum as and for his attorneys fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

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

Ernest M. Braga
ERNEST M. BRAGA

Stanley Braga
STANLEY BRAGA

Norman S. Braga
NORMAN S. BRAGA

Norman S. Braga

Grantor

RECOMMENDED FOR APPROVAL

STATE OF CALIFORNIA
TRANSPORTATION AGENCY
Department of Transportation

By F J Bailey
F J Bailey
Right of Way Agent

By Frank M. Lentz
Frank M. Lentz
Deputy District Director
Right of Way

By Donald E. Cross
Donald E. Cross, Chief
Acquisition Services

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

END OF DOCUMENT

