

RESOLUTION NO. 2205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN EXCLUSIVE NEGOTIATION
AGREEMENT WITH LARRY STONE PARTNERS FOR THE
DEVELOPMENT OF THE LOS COCHES ADOBE
PROPERTY

WHEREAS, the Council of the City of Soledad desires to develop the City owner property known as the Richardson/Los Coches Adobe; and

WHEREAS, the City has sought to develop the subject property for the past eight years, and

WHEREAS, the Council of the City of Soledad has invited proposals for development of the subject property consistent with the requirements of Government Code Section 6066; and

WHEREAS, Larry Stone Partners has made a formal request to the City of Soledad to enter into exclusive negotiation for the development of the subject property; and

WHEREAS, the Los Coches Historic Development Commission has reviewed the qualifications of Larry Stone Partners and has recommended the City Council enter into a period of exclusive negotiation; and

WHEREAS, the Council of the City of Soledad finds that it is in the best interest of the City to enter a period of exclusive negotiation with Larry Stone Partners.

NOW, THEREFORE, be it resolved by the Council of the City of Soledad that the City Manager is hereby, authorized and directed for and on behalf of the City Council to execute with Larry Stone Partners an Exclusive Negotiation Agreement 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 9th day of November, 1992, by the following vote.

AYES, and in favor thereof, Councilmembers: Fabian
 Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem
 John Holguin, Mayor Joe Ledesma
 NOES, Councilmembers. None
 ABSENT, Councilmembers None

[Handwritten Signature]

 MAYOR OF THE CITY OF SOLEDAD

ATTEST.

[Handwritten Signature]

 CITY CLERK OF THE CITY OF SOLEDAD

EXCLUSIVE NEGOTIATION AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of NOVEMBER, 1992, by and between the City of Soledad, a municipal corporation, hereinafter referred to as "City", and Larry Stone Partners, a Sole Proprietor, hereinafter referenced to as "Developer "

6789107

WHEREAS, the City is the owner of that certain real property described as follows

Exhibits B-1, B-2, & B-3

hereinafter called the "Subject Property", and

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WHEREAS, the Developer desires to acquire the exclusive right to negotiate a Lease and Development Agreement for the Subject Property

WHEREAS, the Developer has the qualification and experience necessary to insure the development of the property and to achieve the purposes and objectives of the City

NOW, THEREFORE, the parties agree as follows

SECTION 1 The City hereby grants to the Developer the exclusive right to renegotiate in good faith an agreement for the lease and development of the Subject Property in accordance with the terms and conditions provided herein

SECTION 2 The right to negotiate shall commence on the day and year first above written, and shall continue for twelve (12) months thereafter

SECTION 3 At the time Developer executes this Agreement, Developer shall deposit with the City the sum of TWENTY THOUSAND DOLLARS (\$20,000), receipt of which is herewith acknowledged by City

SECTION 4 If the parties enter into an Agreement for the Lease and Development of the Subject Property within the time specified in Section 2, the deposit referred to in Section 3 shall be applied to the lease price of the Subject Property If the parties fail to enter into an Agreement for the Lease and Development of the Subject Property within the time specified, the full amount of said deposit shall be refunded by the City

SECTION 5 Rental for the Subject Property shall be negotiated with due consideration given for the value of development, potential financial return to the City, and creation of jobs for Soledad and low-income residents The term of a rental agreement shall not exceed Ninety Nine (99) years

Exclusive Negotiation Agreement
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SECTION 6 It is understood and agreed that the purpose for which the Subject Property is to be developed is to provide for Visitor Serving Facilities such as, but not limited to Wineries with Tasting Rooms, Motel, Restaurant, Retail Shops, and open space, and to preserve and protect the Los Coches Adobe

SECTION 7 By its execution of this Agreement the City is agreeing to negotiate in good faith and is not committing itself to or agreeing to undertake

(a) Any Lease of land to the Developer; or,

(b) Any acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof This agreement does not constitute an approval of development but is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City of Soledad as to any Lease and Development Agreement, and all proceedings and decisions in connection therewith

SECTION 8 This Agreement contains the entire agreement between the parties relating to the exclusive right to negotiate herein granted Any prior oral or written communications between the parties concerning the subject matter hereof shall not be considered a part of this Agreement.

SECTION 9 The Developer may not assign this Agreement, or any interest therein, without the prior written consent of the City

SECTION 10 Any notice hereunder by either of the parties hereto shall be deemed sufficiently served if given in writing, mailed by registered or certified mail, postage prepaid, addressed to the party to be served at the address given on the signature page of this agreement, or at such other address as the party may from time to time designate in writing

CITY OF SOLEDAD

By Joe D. Schlozner

Post Office Box 156
Soledad, California 93960

DEVELOPER

By Larry Stone

Larry Stone Partners
1373 Bedford Avenue
Sunnyvale, California 94087

Certain real property situate in Rancho Los Coches, Monterey County, California, being particularly described as follows

Beginning at the most northerly corner of a parcel of land entitled Los Coches Rancho Wayside Campgrounds as said parcel is shown on a map of "Record of Survey of Lands of the State of California as described in Book 1971, Page 65, Reel 19, Page 54 of Official Records of Monterey County, and being a portion of Rancho Los Coches" filed for record June 22, 1970, in Book 9 of Map of Surveys at Page 92, thence

- 1) South 11° 08' 26" West, 129 39 feet, thence
- 2) South 05° 58' 49" West, 353 79 feet, thence
- 3) South 32° 24' 15" West, 205 77 feet, thence
- 4) South 44° 53' 47" West, 269 72 feet, thence
- 5) South 64° 34' 38" West, 35 22 feet, thence
- 6) South 26° 20' 57" East, 178 28 feet, thence
- 7) North 62° 26' 14" East, 7 81 feet, thence
- 8) North 65° 18' 23" East, 101 40 feet, thence
- 9) North 68° 10' 33" East, 101 40 feet thence
- 10) North 71° 02' 43" East, 101 40 feet, thence
- 11) North 42° 59' 38" East, 43 29 feet, thence
- 12) North 30° 00' 00" East, 356 00 feet thence
- 13) North 02° 00' 00" East, 86 64 feet, thence
- 14) North 17° 58' 20" West, 318 73 feet, thence
- 15) North 26° 34' 12" West, 192 42 feet to the point of beginning and containing an area of 5 10 acres of land, more or less

Subject to a non-exclusive easement for road and utility purposes, on, over, under, through and across a strip of land forty feet in width lying easterly and immediately adjacent to course number (6) six of the above described parcel

Parcel A
W O 3782
October 17, 1983

Certain real property situate in Rancho Los Coches, Monterey County, California, being particularly described as follows

Beginning at the most northerly corner of a parcel of land entitled Los Coches Rancho Wayside Campgrounds as said parcel is shown on a map of "Record of Survey of Lands of the State of California as described in Book 1971, Page 65, Reel 19, Page 54 of Official Records of Monterey County, and being a portion of Rancho Los Coches" filed for record June 22, 1970, in Book 9 of Map of Surveys at Page 92, thence South $11^{\circ} 08' 26''$ West, 129 39 feet, thence South $05^{\circ} 58' 49''$ West, 353 79 feet, thence South $32^{\circ} 24' 15''$ West, 205 77 feet, thence South $44^{\circ} 53' 47''$ West, 269 72 feet, thence South $64^{\circ} 34' 38''$ West, 35 22 feet, to the TRUE POINT OF BEGINNING, thence from said true point of beginning

- 1) South $64^{\circ} 34' 38''$ West, 818 99 feet, thence
- 2) South $17^{\circ} 57' 58''$ East, 262 71 feet, thence
- 3) North $58^{\circ} 32' 42''$ East, 665 12 feet, thence
- 4) North $59^{\circ} 34' 04''$ East, 101 39 feet, thence
- 5) North $62^{\circ} 26' 14''$ East, 93 59 feet, thence
- 6) North $26^{\circ} 20' 57''$ West, 178 28 feet to the true point of beginning and containing an area of 4 14 acres of land, more or less

TOGETHER WITH a non-exclusive easement for road and utility purposes, on over, under, through and across a strip of land forty feet in width lying easterly and immediately adjacent to course number (6) six of the above described parcel

Parcel B
W O 3782
October 17, 1983