

WHEN RECORDED MAIL TO:

DEPARTMENT OF PLANNING, PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
ATTN: Todd Riddiough
292 West Beamer Street
Woodland, CA 95695-2598

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Yolo County Agreement No. _____

**Agreement Between the County of Yolo and the City of Woodland
Regarding the Transfer of a Portion of County Road 102**

This Agreement ("Agreement") is entered into this _____ day of _____, 2015 by and between the County of Yolo ("County"), a political subdivision of the State of California, and the City of Woodland ("City"), a California municipal corporation.

WITNESSETH

WHEREAS, certain roads located within the unincorporated areas of the County are bordered by roads within the incorporated areas of the City in a manner which makes ongoing maintenance, repair, and traffic control of the roads cumbersome; and

WHEREAS, Government Code Section 25365 permits the County Board of Supervisors, by a four-fifths vote, to convey to the City any real property belonging to the County, upon such terms and conditions as are agreed upon if the property to be conveyed is not required for county use; and

WHEREAS, Government Code Section 25365 requires that the County publish a notice of its intended action at least one week prior thereto in a newspaper of general circulation published in Yolo County; and

WHEREAS, the County Board of Supervisors has determined that the property that is the subject of the transfer to the City pursuant to this Agreement is not required for County use; and

WHEREAS, Government Code Section 37351 permits the City to receive such real property situated inside or outside the city limits as is necessary or proper for municipal purposes; and

WHEREAS, the City Council has determined it is necessary and proper for municipal purposes that the City acquire the property that is the subject of this Agreement, and adopted City Resolution No. 6363 to this effect;

NOW THEREFORE, the County and the City agree as follows:

1. County shall quitclaim to City the County's portion of the following roadway segment, including right-of-way and improvements, from one edge of the right of way to the other, and transfer the corresponding maintenance responsibilities:

That portion of County Road 102 between the existing city limits at the easterly projection of County Road 25A, and a point approximately 1,000 feet south of the southern city limits, described in Exhibits A and B attached hereto.

2. The area described in Paragraph 1 shall be included in the City's storm water control plans.
3. The City shall accept the roadway segment, including right-of-way and improvements described above, and shall cause the quitclaim deeds and certificates of acceptance to be recorded in the office of the County Recorder.
4. The parties agree that no consideration, other than the mutual promises and benefits that are contained herein, are contemplated by this Agreement, and that neither the County nor the City will be required to compensate the other or its officers for any services performed under this Agreement.
5. Copies of this Agreement shall be provided to all affected police and fire service agencies. The parties hereto agree to execute any additional documents necessary to secure public protection services provided by agencies other than the City or County.
6. This Agreement shall become effective when approved by the Board of Supervisors and the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year above set forth.

COUNTY OF YOLO

CITY OF WOODLAND

By _____
Matt Rexroad, Chair
Board of Supervisors

By _____
Tom Stallard, Mayor
City Council

ATTEST:
Julie Dachtler, Deputy Clerk
Board of Supervisors

ATTEST:
Ana B. Gonzalez, City Clerk
City Council

By _____
Deputy

By _____
Ana B. Gonzalez

APPROVED AS TO FORM:
Philip J. Pogledich, County Counsel

APPROVED AS TO FORM:
Kara K. Ueda, City Attorney

By _____
Philip J. Pogledich

By _____
Kara K. Ueda

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
COUNTY ROAD 102

All that portion of the tract of land located within portions of Sections 10 and 11, Township 9 North, Range 2 East, MDBM, County of Yolo, State of California, described as follows:

Beginning at a point on the westerly line of said Section 11 as shown on Parcel Map No. 5046, recorded in Book 2014 of Maps and Surveys at Page 48, Yolo County Records, from which the west quarter corner of said Section 11 bears North 01°01'11" East, along said westerly line, a distance of 4.45 feet; thence from said **Point of Beginning**, leaving said westerly line, South 89°36'53" East, a distance of 70.00 feet to a point on the easterly line of County Road 102; thence South 01°01'11" West, along said easterly line, a distance of 1011.00 feet; thence leaving said easterly line, North 88°58'49" West, a distance of 100.00 feet to westerly line of said County Road 102; thence North 01°01'11" East, along said westerly line, 1009.89 feet to a point on the southerly Woodland City Limit line as shown on said map; thence leaving said westerly line, South 89°36'53" East, along said Woodland City Limit line, a distance of 30.00 feet to the **Point of Beginning**.

Containing an area of 2.32 acres, more or less.

Bearings shown hereon are based upon Parcel Map No. 5046, recorded in Book 2014 of Maps and Surveys at Page 48, Yolo County Records.

Distances shown hereon are ground distances and U.S. Survey Feet.

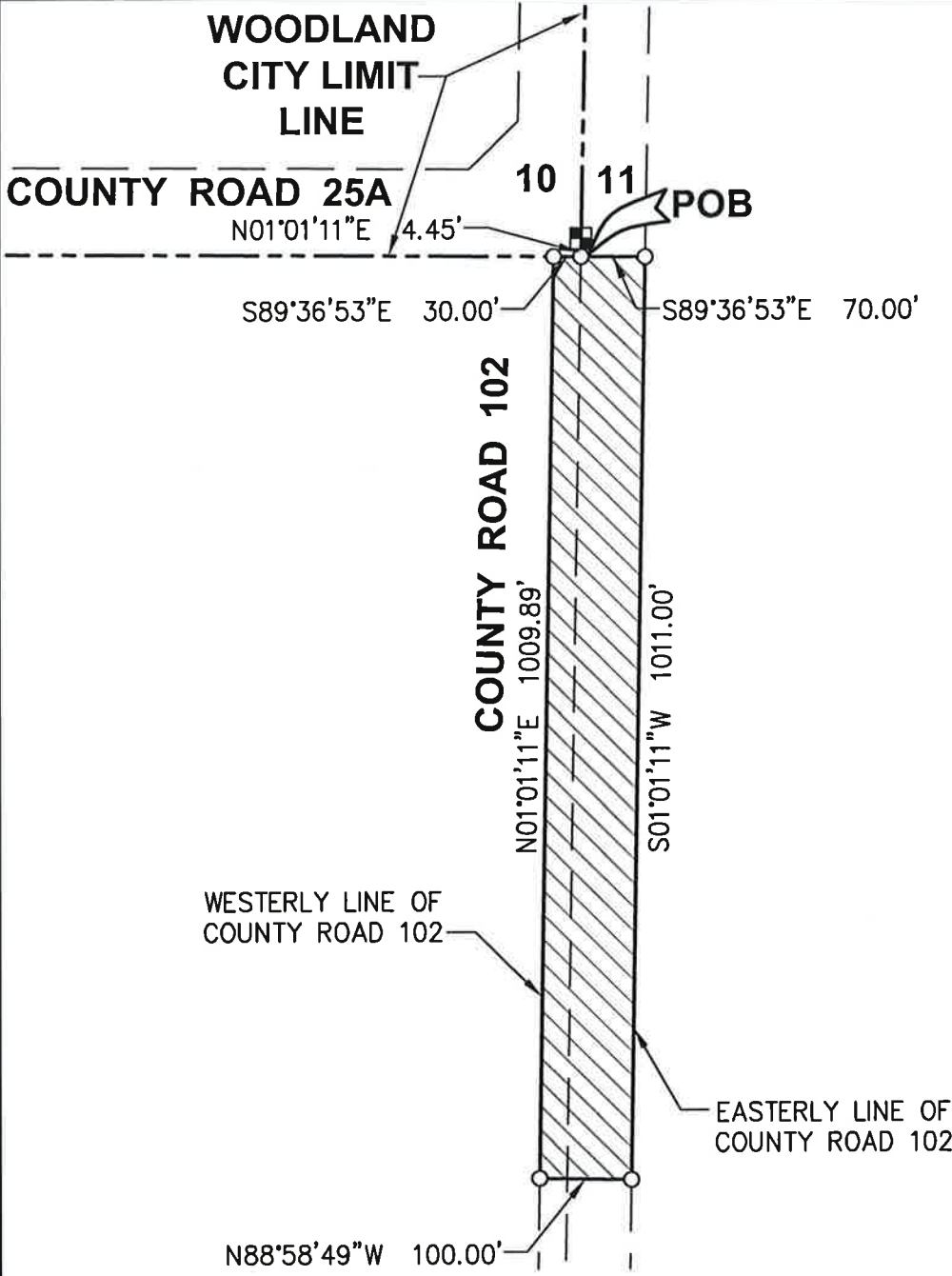
The above described tract of land is shown on Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION.



Timothy Harrigan, LS 8673

4/15/2015





LEGEND

 AREA:
2.32± ACRES

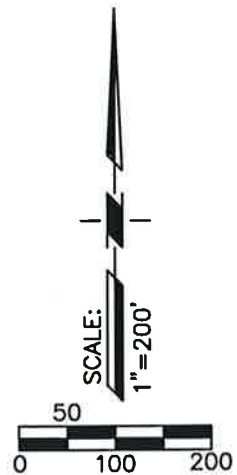


EXHIBIT 'B'
COUNTY ROAD 102
YOLO COUNTY
 PTN. OF SECTIONS 10 & 11
 T9N, R2E, MDBM
 YOLO COUNTY, CALIFORNIA
 APRIL 2015
ANDREGG
GEOMATICS
 www.andregg.com