

RESOLUTION NO. 374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMADOR CITY EMPOWERING LEE GOODIN, AS THE MAYOR OF THE CITY OF AMADOR CITY, TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR ACQUISITION OF REAL PROPERTY TO BE USED AS CITY PARK FROM ROGER AND CONNIE PETERSON

WHEREAS, the City Council of the City of Amador City has heretofore reviewed and approved a memorandum of agreement wherein the City of Amador City has agreed under certain designated terms and conditions to acquire real property from Roger and Connie Peterson to be used as a city park. A copy of the agreement is attached hereto marked Exhibit "A" and herein incorporated by reference;

AND WHEREAS, the City of Amador City desires to empower Mayor Lee Goodin to execute the within Memorandum of Understanding, on behalf of the City of Amador City;

IT IS THEREFORE RESOLVED, that the Mayor Lee Goodin, Mayor of the City of Amador City is hereby empowered to execute the within Memorandum of Understanding between the City of Amador City and Roger and Connie Peterson.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Amador City on Thursday, March 18, 1999.

AYES: 5

NOES: 0

ABSENT: 0

ABSTAINING: 0

Lee Goodin
Mayor



5

Recording Requested By:

Turn to:

City of Amador City

P.O. Box 200

Amador City, CA 95601

1999

003938

RECORDED AT REQUEST OF

City of A.C.
at 40 Min. Past 10 A M

APR 20 1999

Official Records
Amador County, California

\$ 1800 Recorder

Document Title(s)

MEMORANDUM OF UNDERSTANDING

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The undersigned, to wit:, City of Amador City by Lee Goodin, Mayor, Roger Peterson and Connie Peterson, husband and wife, do agree as follows:

1. Roger Peterson and Connie Peterson intend to and this agreement will be conditioned upon their instituting a legal action in the County of Amador to quiet title to that property adjacent to the firehouse in Amador City described as follows:

Commencing on the NE corner of Lot Number 17, in Block No. 1 on said town site and running thence S. 4'W along the Eastern boundary of said Lot thirty (30) feet to the middle of Amador Creek, thence N. 57'E up the middle of said Creek seventy five (75) feet; thence N. 14' (?) thirty (30) feet, thence S. 57'W seventy five (75) feet to place of beginning.

2. The City of Amador City will not oppose the Peterson's proposed quiet title action to said property .

3. The property as above-described in paragraph 1, above, including but not limited to that portion which is to be received by the City of Amador City from the Petersons and that portion of the above mentioned property which is to be retained by the Petersons shall be surveyed at the expense of the Petersons by a certified surveyor and a copy of said survey shall be furnished to the City of Amador City.

4. Following the Petersons' successful completion in their favor of their quiet title action , the Petersons will convey to the City of Amador City by quitclaim deed all that portion of property described in Paragraph 1 lying easterly of a line commencing at the southernmost edge of the Caltrans right-of-way being the northernmost point of the property and lying one foot east of the gas pump and then running in a southerly line to include one foot west of the large grafted Black/English Walnut tree trunk and then continuing in a southerly line to the north bank of the Amador Creek. These points will be dimensioned by a survey paid for by the Petersons as mentioned in paragraph 3 above.

5. The eastern and northern lot lines of said property described in Paragraph one above as retained by the Petersons shall contain a five (5) foot setback. The west and south lot lines of said property will have a zero (0) set-back. The lot adjacent to and west of the property described in Paragraph one will have a (5) foot set-back on the north boundary line and zero (0) set-back on the east, south and west boundary lines.

6. Upon completion of their quiet title action and their new construction*, the Petersons will designate and maintain a five (5) foot set back on the northern portion of said property paralleling State Route 49 as a public sidewalk.

5

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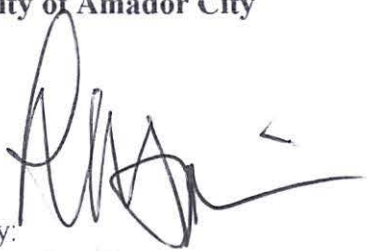
7. With the exception of the above set-back requirements, there will be no change in zoning or building restrictions upon the property.

* There presently are not 5 feet of pavement along part of the northern setback - the present sidewalk drops off into an abyss and blackberry brambles.

Dated:

5 April 99

City of Amador City



By:

Lee Goodin
Mayor

Dated:

4/5/99

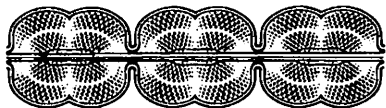
Roger Peterson



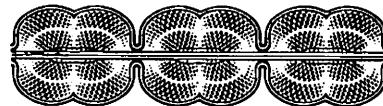
Connie Peterson



CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF AMADOR)

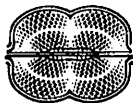
On APRIL 5, 1999 before me SUSAN HEPWORTH,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, LEE GOODIN, ROGER PETERSON AND CONNIE PETERSON
personally known to me (or 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.

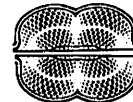
WITNESS my hand and official seal.

Susan Hepworth
NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT MEMORANDUM OF UNDERSTANDINGDATE OF DOCUMENT APRIL 5, 1999 NUMBER OF PAGES 2

SIGNER(S) OTHER THAN NAMED ABOVE _____