

Department of Environmental Management  
Housing and Community Development Division



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**COUNTY OF SAN MATEO**

COUNTY GOVERNMENT CENTER • REDWOOD CITY • CALIFORNIA 94063

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DIRECTOR

(415) 363-4451

January 22, 1986

Merle D. Fruehling, Superintendent  
Sequoia Union High School District  
480 James Avenue  
Redwood City, CA 94062

Fred Howell, City Manager  
City of East Palo Alto  
2415 University Avenue  
East Palo Alto, CA 94303

Gentlemen:

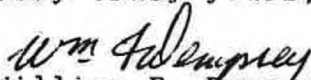
Attached is a fully executed copy of the Agreement To Convey Real Property (Ravenswood High School Site) To The City Of East Palo Alto.

We will be ready to deposit the \$1,000,000 purchase price for parcel "B" into escrow as soon as the parcel map has been approved and filed with the County Recorder.

We would appreciate it if you would keep HCD informed so that we will have some leadtime to get the warrant issued by the County Controller before the expected close of escrow.

If you have any questions or wish to discuss this with me please call me at 363-4733.

Very truly yours,

  
William F. Dempsey  
Real Estate Coordinator

cc: Lillian Lee Port,  
Assistant District Attorney

AGREEMENT TO CONVEY REAL PROPERTY  
(RAVENSWOOD HIGH SCHOOL SITE)  
TO THE CITY OF EAST PALO ALTO

This Agreement is made and entered into this 18th day of December, 1985, by and between the SEQUOIA UNION HIGH SCHOOL DISTRICT, a union high school district located in the County of San Mateo, State of California, (hereinafter referred to as "School District"), the CITY OF EAST PALO ALTO, a municipal corporation of the State of California (hereinafter referred to as "City"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter referred to as "County").

**W I T N E S S E T H:**

WHEREAS, the School District is the owner of certain real property located at the southeast corner of Cooley Avenue and Donohoe Street within the City of East Palo Alto, County of San Mateo, State of California, which property consists of approximately twenty-nine (29) acres and is more particularly described in Exhibits "A" and "B," attached hereto and by this reference made a part hereof; and

WHEREAS, this real property is not and will not be needed by the School District for school classroom purposes; and

WHEREAS, Article 12 of Chapter 3 of Part 23 of the Education Code of the State of California (commencing with Section 39500) permits a school district, with the unanimous consent of its governing board, to grant to a city all or any of its interest in any real property belonging to the school district which is not and will not at the time of delivery of title or possession be needed for school classroom buildings by the district owning it; and

WHEREAS, Article 2.5 (commencing with Section 65864) of Chapter 4 of Title 7 of the Government Code authorizes a city to enter into an assignable development agreement with anyone having a legal interest in real property for the development of such property; and

WHEREAS, Section 39402 of Chapter 3 of Part 23 of the Education Code provides that public agencies may enter into agreements for the disposition of surplus real property whereby a school district may convey real property to an entity having zoning powers and such entity may agree to rezone any portion of the property retained by the school district in accordance with conditions specified in the agreement, to the extent that rezoning in accordance with such conditions is in compliance with applicable laws of the state; and

WHEREAS, there is currently pending a lawsuit entitled Wilks, et al. v. Mouton, et al., San Mateo County Superior Court

Case No. 275654, which suit challenges the results of the election by which the City of East Palo Alto is incorporated; and

WHEREAS, it is recognized that a possible result of said suit is that the City of East Palo Alto may cease to exist as a municipal corporation and that the City's rights and powers to regulate the use of land, including the property covered by this Agreement, may revert to the County and make the County the successor to the City with respect to the City's rights and obligations under this Agreement; and

WHEREAS, City has applied for and received from the County authorization to apply County's Community Development Block Grant funds in the amount of One Million Dollars (\$1,000,000) toward the purchase of Parcels "B" and "C" in Exhibit "B" for open space and recreation uses, which funds have been made available in accordance with the provisions of the Housing and Community Development Acts of 1974 and 1977.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

1. Prior to December 31, 1985, or as soon thereafter as possible, the School District will prepare and file with the City a tentative parcel map in substantial conformity with the map

attached hereto as Exhibit "B," to subdivide the aforesaid real property into three (3) separate parcels referred to herein as Parcels "A," "B," and "C," as more particularly shown on Exhibit "B."

The legal descriptions on said parcels are attached hereto as Exhibits "A-1," "B-1," and "C-1," respectively and by this reference made a part hereof.

After the required public hearings, the City will consider approval of said map. If approval is granted, a final Parcel Map can be prepared and filed with the County Recorder.

The map will divide the entire property into:

Parcel "A": approximately ten point two five (10.25) acres containing school buildings, a gymnasium, and a swimming pool.

Parcel "B": approximately eleven point four six (11.46) acres of open space and playing fields.

Parcel "C": approximately eight point zero six (8.06) acres of vacant land.

2. If said map is approved, School District agrees to sell and City agrees to purchase Parcels "B" and "C" for the purchase price of One Million Eight Hundred Thirty-One Thousand Dollars (\$1,831,000) payable as follows:

One Million Dollars (\$1,000,000) payable on or before  
December 31, 1985;

Two Hundred Thousand Dollars (\$200,000) payable on or  
before December 31, 1986;

Two Hundred Thousand Dollars (\$200,000) payable on or  
before December 31, 1987;

Two Hundred Thousand Dollars (\$200,000) plus accrued  
interest, payable on or before December 31, 1988;

Two Hundred Thirty-One Thousand Dollars (\$231,000)  
plus accrued interest payable on or before  
December 31, 1989.

Interest on the unpaid balance shall begin to accrue on July 1, 1988 at the rate of Twelve Percent (12%) per annum and shall be paid current with the Two Hundred Thousand Dollar (\$200,000) payment due on December 31, 1988, and any remaining interest shall be paid with the Two Hundred Thirty-One Thousand Dollar (\$231,000) payment due on December 31, 1989.

The purchase price has been adjusted to the same extent as would be required of property that is subject to Section 39390, etc. of the Education Code (also known as the "Naylor Act"), and Parcel "B" shall be subject to the right of reacquisition as set forth in Education Code Section 39398.

Further, School District agrees to sell and City agrees to purchase the entire property, after the Parcel Map has been recorded, under the following terms and conditions:

Parcel "A": As consideration for Final Development Agreement defined and referred to herein, Parcel "A" shall be deeded to the City, in fee simple unencumbered, within ten (10) days after the City has

1. paid to the School District the sum of One Million Dollars (\$1,000,000) toward the purchase price of Parcels "E" and "C" and
2. delivered to the School District the Final Development Agreement described herein.

Parcel "E": Parcel "B" shall be conveyed to the City in fee simple unencumbered, except for the restriction on land use set forth in Paragraphs 7 and 8 of this Agreement and Education Code Section 39398, upon the payment by the City to the School District the sum of One Million Dollars (\$1,000,000).

Time is of the essence with respect to the conveyance of Parcel "B." The payment by the City and the conveyance to the City must be completed by December 31, 1985 unless this time is extended in writing by the School District. The School District acknowledges that the statutory requirements of

certain Federal and State laws must be met, and School District agrees to allow such reasonable time as might be needed to meet these requirements and the City and the County agree to act as expeditiously as possible and agree not to delay any actions which might be required. In any case, the School District will not be obligated to grant any extensions for good cause longer than thirty (30) days.

Parcel "C": Provided Final Development Agreement has been timely received and assuming City is not otherwise in breach of this Agreement, Parcel "C" shall be conveyed to the City, in fee simple unencumbered, except for the restriction on land use set forth in Paragraphs 7 and 8 of this Agreement, upon the timely payment of the full purchase price and accrued interest as set forth in Paragraph 2 above.

3. Final Development Agreement. As used in this Agreement, "Final Development Agreement" is an agreement which has been duly approved and executed by all the parties in accordance with all applicable laws, ordinances, and regulations. Such agreement shall not be deemed "final" until all applicable limitations, appeals, and referendum periods have elapsed. If an action is brought to attack, review, or set aside City's approval of the Development Agreement, the Development Agreement shall not



be deemed final unless and until a final decision on the merits, including exhaustion of all rights of appeal, is rendered by a court of competent jurisdiction upholding City's action. If, within the time prescribed by statute for filing a petition protesting adoption of an ordinance, a petition protesting the adoption of the ordinance approving the Development Agreement is presented in accordance with applicable law, the Development Agreement shall not be deemed final unless and until a majority of the voters vote in favor of said ordinance and the ordinance is certified as having become effective.

4. Since prior to the deeding of Parcel "A" to the City, the City and the School District must enter into a Final Development Agreement, it is to be obtained and be executed as follows:

i. School District shall file an application to amend the land use element of the City's General Plan as it pertains to Parcel "C."

ii. School District shall apply to City to rezone Parcel "C" from C.O.S. to multi-residential with a permitted density of at least nineteen (19) units per gross acre or no less than one hundred fifty (150) units per total eight point zero six (8.06) acres.

iii. School District shall apply to the City for a Development Agreement for Parcel "C" pursuant to

Section 65865 of the Government Code, which Agreement shall contain all the terms and conditions of the application for development attached hereto as Exhibit "C," attached hereto and by this reference incorporated herein.

iv. School District shall prepare, or cause to be prepared, any reports, documents, applications, and/or take other actions necessary for the approval of the amendment to the General Plan and requested zoning and approval of the Development Agreement and Parcel Map for the property. City shall process same at no cost to the School District.

v. City shall give priority to and expedite all phases of the process necessary for the completion of the Development Agreement and shall deliver to the School District certified copies of the resolutions authorizing the Development Agreement containing each and every element contained in the form of Development Agreement attached hereto as Exhibit "C" and resolutions approving the Final Parcel Map, amending the land use element to the General Plan of the City to comport with said Development Agreement and certified copies of the Ordinance of the City rezoning the property shown

as Parcel "C" so that it can be used in accordance with the Development Agreement.

5. All parties to this Agreement acknowledge and agree that the School District, upon obtaining a Final Development Agreement, shall have vested property rights in and to Parcel "C" pursuant to the Development Agreement in the event that any of the terms and conditions of this Agreement are breached by the City.

6. City, County, and School District recognize that there is currently pending a lawsuit entitled Wilks, et al. v. Mouton, et al., San Mateo County Superior Court Case No. 275654, challenging the results of the election by which the City of East Palo Alto is incorporated.

It is further recognized that a possible result of said lawsuit is that the City of East Palo Alto may cease to exist as a municipal corporation and that, among other things, the title to City-owned land and the City's rights and powers to regulate the use of land, including the property covered by this Agreement, may revert to the County of San Mateo making the County the successor to the City with respect to the City's rights and obligations under this Agreement.

In recognition of this possibility, the County agrees to succeed to all of the rights and responsibilities provided for in this Agreement and the Development Agreement referred to herein.

7. The term of this paragraph shall be binding on the City but not on the County. The Deeds to the City which transfer Parcels "B" and "C" shall contain language restricting use of Parcels "B" and "C" for a period of ten (10) years commencing on the date of the execution of this Agreement to playground, playing field, or other outdoor recreational and open space uses. In the event that the City desires to allow and permit development of Parcel "C" before the expiration of the ten-year period, City and School District may, at that time, mutually agree to remove the restriction on use provided School District shall receive the difference between fair market value of the property together with the Development Agreement thereon, less the sum of Eight Hundred Thirty-One Thousand Dollars (\$831,000) plus interest paid.

8. The terms of this paragraph shall be binding upon the County if the County succeeds to the City's interests in and to this Agreement. The County's use of Parcels "B" and "C" shall, for a period of ten (10) years commencing on the date of the execution of this Agreement, be restricted to playground, playing field, or other outdoor recreational and open space uses, and Parcel C shall also include the provision of low and moderate income housing as said terms are defined by State law. In the event that the County desires to allow and permit any other development of Parcel "C" before

the expiration of the ten-year period, County and School District may, at that time, mutually agree to remove the restriction on use provided School District shall receive the difference between fair market value of the property together with the Development Agreement thereon, less the sum of Eight Hundred Thirty-One Thousand Dollars (\$831,000) plus interest paid.

9. In the event that the City pays the balance of the purchase price before August 1, 1986, then and in that event a Development Agreement will not be necessary and School District shall deed Parcels "A" and "C" to the City. However, Parcel "C" shall be subject to the restrictions contained in Paragraph 8.

10. This Agreement contains the entire agreement of the parties hereto. The School District, at its sole discretion, reserves the right to waive any non-compliance by the City or the County with the terms and conditions of this Agreement. Such waiver shall be effective only if it is in writing and approved by the Governing Board of the School District. The Waiver of any condition shall not be deemed to be a waiver of any other part of this Agreement.

11. This Agreement shall not be binding upon any of the parties unless and until this Agreement has been executed by all of the parties hereto. Because the separate governing boards

meet on separate days, this Agreement shall be dated on the date that the last party executes it.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Agreement on the day and year first above written.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By Timothy F. Williams

CITY OF EAST PALO ALTO

By Barbara A. Moulton

COUNTY OF SAN MATEO

By Jana G. Shoo  
President, Board of Supervisors

ATTEST:

SEQUOIA UNION HIGH SCHOOL DISTRICT

Mark D. Grady

CITY OF EAST PALO ALTO

T. H. Howell

COUNTY OF SAN MATEO

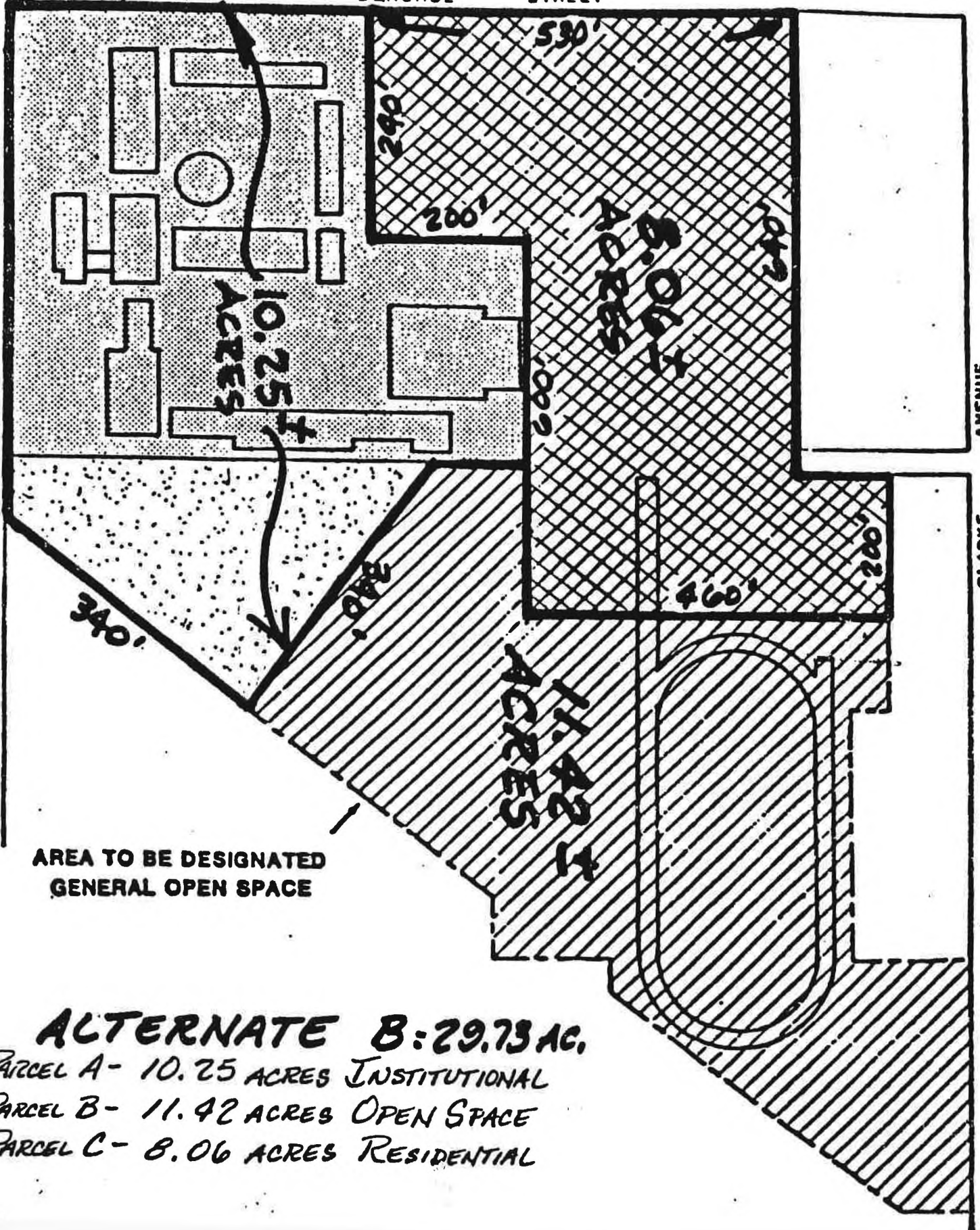
Lunice M. Drecht  
Clerk of the Board

AREA TO BE DESIGNATED INSTITUTIONAL

DONOHUE STREET

COOLEY AVENUE

CLARKE AVENUE



AREA TO BE DESIGNATED  
GENERAL OPEN SPACE

**ALTERNATE B: 29.73 AC.**

- PARCEL A - 10.25 ACRES INSTITUTIONAL
- PARCEL B - 11.42 ACRES OPEN SPACE
- PARCEL C - 8.06 ACRES RESIDENTIAL

January 13, 1986



DESCRIPTION

ALL THAT CERTAIN real property situate in the County of San Mateo, State of California described as follows.

PARCEL A

A PORTION of Lots 4, 5, 6, 7, 8 and 9 as shown on that certain map entitled "Map of Faber Subdivision, San Mateo County, California" which map was filed in the Office of the Recorder of the County of San Mateo on October 23, 1912 in Book 8 of Maps at Page 31 being more particularly described as follows:

BEGINNING at the intersection of the Easterly line of Cooley Avenue with the Southerly line of Donahoe Street and running thence along said Southerly line North 87°19'00" East 118.64 feet; thence along a curve to the left having a radius of 265.00 feet from a tangent bearing of South 70°22'43" East through a central angle of 22°18'17", an arc length 103.16 feet; thence North 87°19'00" East 280.16 feet; thence leaving said Southerly line South 1°29'00" East 244.27 feet; thence North 87°19'00" East 200.00 feet; thence South 1°29'00" East 400.00 feet; thence South 87°19'00" West 346.79 feet; thence South 36 @15'00" West 266.68 feet; thence North 53°45'00" West 240.00 feet to a point on the aforementioned Westerly line of Cooley Avenue; thence along said Westerly line North 1°29'00" West 720.74 feet to the Point of Beginning.

CONTAINING 10.26 acres more or less.

PARCEL B

A PORTION of Lots 8, 9, 10, 11 and 13 as shown on that certain map entitled "Map of Faber Subdivision, San Mateo County, California" which map was filed in the Office of the Recorder of the County of San Mateo County on October 23, 1912 in Book 8 of Maps at Page 31 being more particularly described as follows:

BEGINNING at the intersection of the Easterly line of Cooley Avenue with the Southerly line of Donahoe Street and running thence along said Easterly line of Cooley Avenue south 1°29'00" East 720.74 feet; thence leaving said Easterly line of Cooley Avenue South 53°45'00" East 240.00 feet to the TRUE POINT OF BEGINNING; thence North 36°15'00" East 266.68 feet; thence North 87°19'00" East 346.79 feet; thence South 1°29'00" East 200.00 feet; thence North 87°19'00" East 460.00 feet; thence South 1°29'00" East 109.55 feet; thence South 87°19'00" West 50.00 feet; thence South 1°29'00" East 329.55 feet; thence North 87°19'00" East 182.21 feet to the centerline of Clarke Avenue; thence along said centerline South 1°29'00" East 367.63 feet; thence leaving said centerline South 87°19'00" West 96.40 feet; thence North 53°45'00" West 520.81 feet; thence North 1°29'00" 40.27 feet; thence South 87°19'00"



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West 152.67 feet; thence North 1°29'00" West 81.04 feet; thence North 53°45'00" West 557.74 feet to the TRUE POINT OF BEGINNING.

CONTAINING 11.50 acres more or less.

PARCEL C

A PORTION of Lots 4, 5, 7, and 9 as shown on that certain map entitled "Map of Faber Subdivision, San Mateo County, California" which map was filed in the Office of the Recorder of the County of San Mateo on October 23, 1912 in Book 8 of Maps, at Page 31 being more particularly described as follows:

BEGINNING at the intersection of the Easterly line of Cooley Avenue with the Southerly line of Donahoe Street and running thence along said Southerly line of Donahoe Street North 87°19'00" East 118.64 feet; thence along a curve to the left having a radius of 265.00 feet from a tangent bearing of South 70°22'43" East through a central angle of 22°18'17" an arc length of 103.16 feet; thence North 87°19'00" East 280.26 feet to the TRUE POINT OF BEGINNING; thence continuing along said Southerly line North 87°19'00" East 321.11 feet; thence along a tangent curve to the left having a radius of 1,530.00 feet through a central angle of 1°54'33" an arc length of 50.98 feet; thence North 85°24'27" East 94.93 feet; thence along a tangent curve to the right, having a radius of 1,470.00 feet through a central angle of 1°54'33" an arc length of 48.98 feet; thence North 187°19'00" East 11.95 feet; thence leaving said Southerly line of Donahoe Street South 1°29'00" East 629.10 feet; thence North 87°19'00" East 132.21 feet; thence South 1°29'00" East 220.00 feet; thence South 87°19'00" West 460.00 feet; thence North 1°29'00" West 600.00 feet; thence South 87°19'00" West 200.00 feet; thence North 1°29'00" West 244.27 feet to the TRUE POINT OF BEGINNING.

CONTAINING 8.15 acres more or less.

This description is not based on a field survey and is subject to a final boundary resolution.

LA:cag