

FILED

MAY - 9 2002

AGREEMENT NO. 02-132

PATRICIA CRITTENDEN, CLERK OF THE BOARD

**AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE YOLO COUNTY
HISTORICAL MUSEUM CORPORATION REGARDING THE PURCHASE AND
MAINTENANCE OF REAL PROPERTY
KNOWN AS 508 GIBSON ROAD**

This Agreement ("Agreement") is made this 7th day of May, 2002 by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County" and the Yolo County Historical Museum Corporation, a nonprofit public benefit corporation of the State of California, hereinafter called "Museum."

WHEREAS, the County currently owns and maintains property on Gibson Road in Woodland, California, upon which the Museum is operated by the Board of Directors of the Museum ("Museum Board"); and

WHEREAS, the currently-owned property is insufficient to adequately house the exhibits maintained by the Museum, to provide office space for administrative purposes, and to allow room for use of the Museum's library collection; and

WHEREAS, the property immediately adjacent to the west of the Museum grounds, commonly known as 508 Gibson Road ("Property"), is being offered for sale by its owner; and

WHEREAS, the Museum Board has requested that the County of Yolo consider purchase of the Property as an addition to the County-owned and maintained Museum property; and

WHEREAS, the Museum Board has demonstrated that the addition of the Property would fulfill the need for extended space for the growing operational needs of the Museum that were not anticipated when the Museum Master Plan was developed twenty years ago; and

WHEREAS, the County sent a letter of intention to take the necessary actions to enter into a residential purchase agreement for the Property, and made a conditional offer of \$215,000.00, which was accepted by the seller of the property; and

WHEREAS, the Museum Board has expressed the intent to contribute toward the financial support for the acquisition; and

WHEREAS, on April 16, 2002, the County Board of Supervisors passed a resolution and adopted a notice of intention to purchase the Property, and directed that consideration of consummation of the purchase of the Property be placed on the Board of Supervisor's agenda on May 7, 2002; and

WHEREAS, this Agreement is intended to set forth the respective obligations of each of the parties for acquisition and maintenance of the Property.

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

I. Responsibilities of the County

- A. The County shall take all of the necessary steps to obtain the Property in fee title.
- B. The County hereby grants to the Museum a license to occupy and use the Property, once title is obtained by the County, in accordance with the terms and purposes set forth in Agreement No. 84-307, which is attached hereto as Exhibit A and incorporated herein by this reference.
- C. The County shall provide \$15,000 toward the purchase price of the Property at the time of escrow. The Museum understands and agrees that the \$15,000 will be repaid without interest to the County at the time of the annual contribution paid to the Museum pursuant to Paragraph 8 of Agreement No. X4-307 (Exhibit A). The repayment to the County shall be in the amount of \$5,000 per fiscal year for three years, beginning with fiscal year 200212003.
- D. The County agrees to maintain the Property in accordance with the standards of maintenance adhered to and observed for the County Administration Building; such maintenance shall be consistent with the character and heritage of the Museum. The County further agrees to maintain and repair the structures as necessary for the operation of the Museum.
- E. The County agrees to obtain and maintain insurance, or a program of self-insurance, on the Property, said insurance or self-insurance to cover the acts and omissions of the Museum, its officers, agents and employees, and the perils of fire, wind storm, hail, explosion, riot, attending a strike, civil commotion, aircraft, smoke, and theft. Neither the Museum nor the Museum Board will be held responsible for any damage arising out of circumstances beyond the control of the Museum or the Museum Board.

II. Responsibilities of the Museum

- A. The Museum shall provide \$200,000 toward the purchase price of the Property at the time of escrow. The parties acknowledge that \$1,000 of the \$200,000 to be provided by the Museum has previously been paid as a deposit on the Property.
- B. The Museum shall be responsible for all costs related to the purchase of the Property, including but not limited to, closing costs, inspections, escrow fees, title transfer taxes, and title insurance.

III. Failure to Purchase or Subsequent Sale of Property

- A. Should the County sell the Property for any reason after acquisition, the Museum is entitled to \$200,000 from the proceeds of the sale plus repayment of any amount that was repaid to the County from the County's annual contribution to the Museum up to \$15,000; provided, however, that should the Property sell on subsequent sale for less

than \$215,000, the Museum shall be entitled to all of the proceeds of the sale, less any and all costs involved in the sale.

- B. If for any reason, the County is unable to consummate the purchase of the property, and the \$1,000 deposit previously paid by the Museum is refunded to the County, the \$1,000 shall be returned to the Museum. However, if the \$1,000 deposit is not refunded to the County, the County shall not be obligated to refund the \$1,000 deposit to the Museum.

IV. Effective Date and Termination

This Agreement will take effect on the day and year first written above. The license to occupy the Property provided in Paragraph I(C) above may be terminated by the County at any time by giving written notice thereof to the Museum at least thirty (30) days prior to the effective date of termination. The remainder of this Agreement may only be terminated upon written agreement by both parties.

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

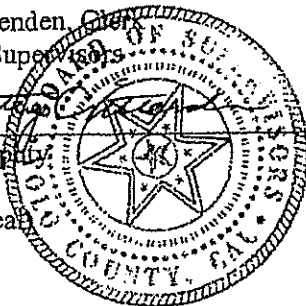
Phyllis W. Haig
Phyllis Haig, Chair President
Yolo County Historical Museum
Board of Directors

Dave Rosenberg
Dave Rosenberg, Chairman
Yolo County Board of Supervisors

ATTEST:

Patty Crittenden, Clerk
Board of Supervisors

BY Patty Crittenden
Deputy
(Seal)



APPROVED AS TO FORM:

Steven M. Basha, County Counsel

By Jennifer B. Henning
Jennifer B. Henning, Deputy