

## AGENDA



### CITY OF VALLEJO OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE VALLEJO REDEVELOPMENT AGENCY REGULAR MEETING

BOARDMEMBERS:  
Erin Hannigan, Chair  
Annette Taylor, Vice-Chair  
Marti Brown  
Melvin Jordan  
LaGuan Lea  
Shane McAfee  
Gary Truelsen

THURSDAY, JANUARY 16, 2014  
8:30 A.M.

---

CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR  
555 SANTA CLARA STREET, VALLEJO

---

This AGENDA contains a brief general description of each item to be considered. The posting of the recommended actions does not indicate what action may be taken. If comments come to the Board without prior notice and are not listed on the AGENDA, no specific answers or response should be expected at this meeting per State law.

Those wishing to address the Board on any matter for which another opportunity to speak is not provided on the AGENDA but which is within the jurisdiction of the Board to resolve may come forward to the podium during the "COMMUNITY FORUM" portion of the AGENDA.

Notice of Availability of Public Records: All public records relating to an open session item, which are not exempt from disclosure pursuant to the Public Records Act, that are distributed to a majority of the Board will be available for public inspection at the City Clerk's Office, 555 Santa Clara Street, Vallejo, CA at the same time that the public records are distributed or made available to the Board. Such documents may also be available on the City of Vallejo website at <http://www.ci.vallejo.ca.us> subject to staff's ability to post the documents prior to the meeting. Information may be obtained by calling (707) 648-4527, TDD (707) 649-3562.

*Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990) and the federal rules and regulations adopted in implementation thereof*

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COMMUNITY FORUM**
4. **APPROVAL OF THE MINUTES**
  - A. Approval of the Minutes from the December 19, 2013 Regular Meeting
5. **OLD BUSINESS – None.**
6. **NEW BUSINESS**
  - A. **Authorize the Executive Director of the Successor Agency to Execute A Settlement Agreement, Which Requires The Successor Agency To Pay \$299,000 In Redevelopment Property Tax Trust Fund Revenues, To Resolve *Triad Downtown Vallejo, LLC. v. The Redevelopment Agency of the City of Vallejo, Et. Al.*; Solano**

**County Superior Court Case No. FCS 037433**

Recommendation: Adopt a Resolution approving, authorizing and directing the Executive Director of the Successor Agency (“Successor Agency”) to the former Redevelopment Agency of the City of Vallejo (“RDA”) to execute a Settlement Agreement to resolve *Triad Downtown Vallejo, LLC. v. the Redevelopment Agency of the City of Vallejo, et al.*; Solano County Superior Court Case No. FCS 037433 (“Action”). Under the Settlement Agreement, Triad Downtown Vallejo, LLC (“Triad”) will dismiss the Action with prejudice and execute Quit Claim Deeds releasing all of Triad’s rights, title and interest to the parcels referenced in the Disposition and Development Agreement between Triad and the Redevelopment Agency (“DDA”) in exchange for the Successor Agency’s payment of \$299,000 in Redevelopment Property Tax Trust Fund (“RPTTF”) revenues, the City’s release of a \$500,000 Letter of Credit for the I-80/Downtown project and a \$120,000 Letter of Credit for the Hiddenbrooke Fire Station project, and the City’s waiver of an outstanding plan check fee in the amount of \$91,000

Contact: Claudia Quintana, City Attorney for the City of Vallejo & the Successor Agency, 648-4545

**B. Consideration of Errors and Omissions Insurance as requested by Boardmember Truelsen**

Recommendation: Discussion regarding obtaining Errors and Omissions Insurance for the Oversight Board. Upon conclusion, take the appropriate action to direct staff or counsel regarding next steps.

**C. Discussion regarding Oversight Board Statement of Purpose as Requested by Boardmember Truelsen**

Recommendation: Discussion regarding a Statement of Purpose for the Oversight Board and upon conclusion, take the appropriate action to direct staff regarding next steps.

**7. AGENDA ITEMS FOR FUTURE MEETINGS**

**A. Discussion of Agenda Items for Future Meetings and Future Meeting Dates**

**8. ADJOURNMENT**

**CERTIFICATION:**

I, Dawn Abrahamson, Secretary, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Oversight Board for the Successor Agency of the Vallejo Redevelopment Agency, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 4:30 p.m., January 10, 2014.

Dated: January 10, 2014

  
Dawn Abrahamson, Secretary

**CITY OF VALLEJO OVERSIGHT BOARD  
FOR THE SUCCESSOR AGENCY TO THE VALLEJO REDEVELOPMENT AGENCY  
REGULAR MEETING MINUTES  
DECEMBER 19, 2013**

**1. CALL TO ORDER**

The meeting was called to order by Chair Hannigan at 8:35 a.m.

**2. ROLL CALL**

**Board members Present:** Chair Hannigan (Solano County Board of Supervisors' Appointee), Vice Chair Taylor (member representing Employees of Former Redevelopment Agency Appointee) arrived at 8:35 a.m.; Boardmembers Brown (Mayor of Vallejo Appointee), Jordan (County Superintendent of Education Appointee), Lea (Chancellor of California Community College Appointee) and Truelsen (Solano County Board of Supervisors' Public Member Appointee)

**Boardmembers Absent:** Boardmember McAfee (GVRD, largest Special District)

**Staff Present:** Mark Sawicki, Community & Economic Development Director; Michael Roush, Legal Counsel; Dawn Abrahamson, Secretary; and Deborah Lauchner, Finance Director

**3. COMMUNITY FORUM – None.**

**4. INTRODUCTION OF LEGAL COUNSEL**

Boardmember Truelsen introduced Legal Counsel Michael Roush.

**5. APPROVAL OF MINUTES**

**A. Approval of Minutes from the November 21, 2013 Special Meeting**

**Action:** Moved by Vice-Chair Taylor and carried to approve the minutes (Absent-McAfee; Abstain-Brown )

**6. OLD BUSINESS - None.**

**7. NEW BUSINESS**

**A. Status Report by Community & Economic Development Director Regarding Any Pending Issues Related to Findings of Completion, Long Range Property Management Plan or Any Other Outstanding Matters**

Recommendation: No action required; this item is for informational purposes only.

Community & Economic Development Director Sawicki provided a status report and highlighted items that will need to be brought forward to the Oversight Board at a later date. Staff responded to questions from Boardmembers.

No action was taken; informational purposes only.

**B. Resolution Approving, Authorizing and Directing the Successor Agency to Execute and Implement a Fourth Amended and Restated Disposition and Development Agreement among the Successor Agency, the City of Vallejo and Callahan Property Company, Inc., Including the Transfer of Assessor Parcels 55-**

**160-600 and 610 from the Successor Agency to the City**

Recommendation: Adopt a Resolution approving, authorizing and directing the Successor Agency to the former Redevelopment Agency of the City of Vallejo to execute and implement a Fourth Amended and Restated Disposition and Development Agreement among the Successor Agency, the City of Vallejo, and Callahan Property Company, Inc. pursuant to Health and Safety Code Section 34181(e), including the transfer of Assessor Parcels 55-160-600 and 610 (Parcel J) pursuant to Health and Safety Code Section 34181(a) from the Successor Agency to the City, and making related statutory findings

Community & Economic Development Director Sawicki provided an overview of the staff report and highlighted the proposed recommendation.

Staff and legal counsel responded to questions from Boardmembers. Boardmembers provided comment.

**Action:** Moved by Boardmember Brown, and carried unanimously by Boardmembers present to adopt Resolution No. 13-9. (Absent-McAfee)

**C. Discussion Regarding Preparation of Governing Bylaws for the Oversight Board**

Recommendation: Discussion regarding preparation of governing bylaws for the Oversight Board. Upon conclusion, take the appropriate action to direct staff or counsel regarding next steps.

Legal counsel, staff and Boardmembers discussed the desire to have Operating Rules and Procedures.

**Action:** By consensus of Boardmembers present, Legal Counsel Roush was directed to work with a subcommittee of the Oversight Board comprised of Boardmembers Jordan, Lea and Truelsen to develop Operating Rules and Procedures and return to the full Oversight Board for consideration and approval.

**D. Discussion regarding Oversight Board and Staff Relationship and Expectations**

Recommendation: Discussion regarding Board and staff relationship and expectations. Upon conclusion, provide staff with direction regarding next steps

Boardmember Truelsen provided an explanation for requesting this item be added to the agenda for discussion. A discussion ensued amongst Boardmembers, legal counsel and staff regarding the matter.

No action was taken; informational purposes only.

**8. AGENDA ITEMS FOR FUTURE MEETINGS**

**A. Discussion of Agenda Items for Future Meetings and Future Meeting Dates**

Boardmember Truelsen noted that the November 21, 2013 minutes reflected items for the January 16, 2014 regular Oversight Board meeting and requested that these items be added to the agenda.

Chair Hannigan requested that the agenda identify the Boardmember who is requesting an item(s) be added for purposes of discussion.

**9. ADJOURNMENT**

The meeting adjourned at 9:56 a.m.

---

ERIN HANNIGAN, Chair

---

DAWN G. ABRAHAMSON, Secretary



CITY OF VALLEJO  
OVERSIGHT BOARD  
FOR THE SUCCESSOR AGENCY  
TO THE VALLEJO REDEVELOPMENT AGENCY

---

**DATE:** January 16, 2014  
**TO:** Chairperson and Members of the Oversight Board  
**FROM:** Claudia Quintana, City Attorney for the City of Vallejo and for the Successor Agency  
J. Leah Castella, Special Counsel  
**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO EXECUTE A SETTLEMENT AGREEMENT, WHICH REQUIRES THE SUCCESSOR AGENCY TO PAY \$299,000 IN REDEVELOPMENT PROPERTY TAX TRUST FUND REVENUES, TO RESOLVE *TRIAD DOWNTOWN VALLEJO, LLC V. THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, ET AL.*; SOLANO COUNTY SUPERIOR COURT CASE NO. FCS 037433

---

**RECOMMENDATION**

Adopt a Resolution approving, authorizing, and directing the Executive Director of the Successor Agency ("Successor Agency") to the former Redevelopment Agency of the City of Vallejo ("RDA") to execute a Settlement Agreement to resolve *Triad Downtown Vallejo, LLC v. The Redevelopment Agency of the City of Vallejo, et al.*; Solano County Superior Court Case No. FCS 037433 ("Action"). Under the Settlement Agreement, Triad Downtown Vallejo, LLC ("Triad") will dismiss the Action with prejudice and execute Quit Claim Deeds releasing all of Triad's rights, title and interest to the parcels referenced in the Disposition and Development Agreement between Triad and the Redevelopment Agency ("DDA") in exchange for the Successor Agency's payment of \$299,000 in Redevelopment Property Tax Trust Fund ("RPTTF") revenues, the City's release of a \$500,000 Letter of Credit for the I-80/Downtown project and a \$120,000 Letter of Credit for the Hiddenbrooke Fire Station project, and the City's waiver of an outstanding plan check fee in the amount of \$91,000.

**REASONS FOR RECOMMENDATION**

**Background:**

On February 23, 2011, Triad filed a Complaint for Breach of Contract and Declaratory Relief ("Complaint") against the Redevelopment Agency of the City of Vallejo ("RDA") and the City of Vallejo. The Complaint contains three causes of action, which seek damages for breach of the DDA, and a judicial declaration that the DDA and the Development Agreement that Triad and the City entered into around October 25, 2005 ("DA"), are still in full force and effect.

The DDA provided for the acquisition, disposition and development of certain real property included within the boundaries of certain Redevelopment Project areas. The purpose of the DDA was to implement Vallejo's Redevelopment Project Plans, which called for the revitalization of the project areas by providing housing, stimulating office and retail uses, providing jobs, and promoting development of under-utilized properties. The

---

DDA provided for the development of seven separate real property parcels ("Properties"). Two of the Properties were owned by the RDA and the remaining five parcels are owned by the City and the Vallejo Housing Authority. Triad recorded a memorandum of the DDA against the Properties. As such, the DDA and the Action have affected the title and marketability of the Properties.

The RDA terminated the DDA in July of 2009 after Triad repeatedly failed to meet performance deadlines under the agreement. Triad claimed that the RDA's termination of the DDA was invalid because the economic recession beginning in 2008 was a force majeure event that excused Triad's failure to perform.

The DA provided a process for project approvals and assessment of development fees. The term of the DA was set to automatically expire in the event that the DDA was terminated. Consequently, the City took the position that the DA automatically terminated when the RDA terminated the DDA.

Triad claims its damages relating to the RDA's termination of the DDA are \$10 million, however, we believe that this claim is inflated. Under the DDA, the prevailing party should also be liable for the other party's attorney's fees. We estimate that, in the event this case goes to trial, Triad's attorney's fees will be in excess of \$800,000. To date, the cost of defending this litigation has been \$260,000. We estimate that it will cost an additional \$75,000 to take this case to trial, and those costs would increase if the judgment at trial is appealed. However, Triad's counsel claims that Triad is insolvent, and that if the Successor Agency were successful and awarded attorney's fees, it would be difficult to collect those fees from Triad.

Settlement Agreement Terms:

Any damages that Triad could be awarded at trial would be the result of the RDA's termination of the DDA. As such, the Settlement Agreement requires the Successor Agency to pay Triad \$299,000 out of RPTTF revenues. The agreement also requires the City to release the \$500,000 I-80/Downtown and the \$120,000 Hiddenbrooke Fire Station Letters of Credit and waive an outstanding \$91,000 plan check fee attributable to plan check work performed by the City in connection with the Hiddenbrooke project. Neither of these actions will have any fiscal impact on the Successor Agency.

In exchange for the Successor Agency's payment and the City's forgiveness of the Letters of Credit and waiver of the plan check fee, Triad will dismiss the Action with prejudice, execute Quit Claim Deeds releasing all of Triad's rights, title and interest in the Properties, and agree that the DDA and DA are terminated.

As part of the Settlement Agreement, the City, the Successor Agency, and Triad have agreed to enter a Stipulated Judgment in the Action. Subject to the terms of the Settlement Agreement, the Stipulated Judgment obligates the Successor Agency to pay Triad \$299,000. To facilitate that payment, the Settlement Agreement and the Stipulated Judgment require the Successor Agency to list the Stipulated Judgment as an enforceable obligation on the Successor Agency's Recognized Obligation Payment Schedule ("ROPS") for the July 1, 2014 through December 31, 2014 period ("ROPS 14-15A") and all subsequent ROPS periods until the payment is made or the Successor Agency's right to receive RPTTF revenues for payment of enforceable obligations has expired. Triad is aware that all enforceable obligations listed on ROPS 14-15A and all subsequent ROPS are subject to approval by the Oversight Board and the Department of Finance ("DOF"), and Triad has agreed to bear the risk that the DOF will deny the Stipulated Judgment as an enforceable obligation and/or refuse to pay any amounts owed under the Settlement Agreement. As such, the Successor Agency's payment under the Settlement Agreement and the Stipulated Judgment is conditioned upon and subject to the DOF's approval of the Settlement Agreement and the Stipulated Judgment and a sufficient disbursement of RPTTF revenues to make the payment.

---

Additionally, the Stipulated Judgment states that the parties' agree that the DDA and the DA are terminated as of the entry of the Stipulated Judgment in the Action, and it obligates Triad to execute Quit Claim Deeds releasing any rights to the Properties within fifteen days of entry of the Stipulated Judgment. Triad's execution of the Quit Claim Deeds is not dependent upon the DOF's approval of the Stipulated Judgment as an enforceable obligation, and in fact, will occur prior to the Stipulated Judgment being placed on ROPS 14-15A.

The finalization of the Settlement Agreement, the filing of the Stipulated Judgment, and all of the Successor Agency and City's obligations under the agreement, are conditioned upon Oversight Board approval of the settlement.

**BENEFITS TO TAXING ENTITIES OF SETTLEMENT AGREEMENT; FISCAL IMPACTS**

The net benefits of the Settlement Agreement to the Successor Agency and taxing entities outweigh the costs of settlement. On the cost side, the Successor Agency will be required to pay Triad \$299,000 in RPTTF revenues, and it will forgo the opportunity to recover its attorneys' fees incurred in the litigation. However, as noted above, if the Successor Agency were successful and awarded those fees, it may have difficulty collecting those fees from Triad.

On the benefits side, the Successor Agency will avoid incurring the additional legal expense of defending this case at trial and, most likely, on appeal. It will also avoid any potential liability for Triad's attorneys' fees or damages, which it claims will be in excess of \$800,000 and \$10 million respectively. Although we have strong arguments and believe we would be successful at trial, there is a risk of liability inherent in all litigation, and the damages claimed by Triad are substantial. Finally, Triad will execute Quit Claim Deeds on behalf of the Successor Agency releasing all of its rights, title and interest to the two real property parcels previously owned by the RDA that were subject to the DDA. As such, the Successor Agency will have clear and marketable title to two properties that are currently impacted by the DDA.

For these reasons, the Settlement Agreement will reduce liabilities to the taxing entities, thereby serving their best interests.

**ATTACHMENTS**

- A. Resolution
- B. Settlement Agreement

**CONTACT**

Claudia Quintana, City Attorney, 707 648 4545



**OVERSIGHT BOARD RESOLUTION NO. N.C.-\_\_\_\_\_**

**RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR  
AGENCY OF THE CITY OF VALLEJO APPROVING, AUTHORIZING AND  
DIRECTING THE EXECUTION OF A SETTLEMENT AGREEMENT  
WHICH REQUIRES THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO TO PAY  
\$299,000 IN REDEVELOPMENT PROPERTY TAX TRUST FUND  
REVENUES, TO RESOLVE *TRIAD DOWNTOWN VALLEJO, LLC V. THE  
REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, ET AL.*; SOLANO  
COUNTY SUPERIOR COURT CASE NO. FCS 037433**

WHEREAS, the former REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO (the "Redevelopment Agency") and TRIAD DOWNTOWN VALLEJO, LLC ("Triad") entered into that certain Disposition and Development Agreement, dated October 28, 2005 (the "DDA"), a Memorandum of which was recorded as Instrument No. 200600093991 on July 26, 2006 and a second Memorandum of which was recorded as Instrument No. 200700013335 on February 1, 2007 in the Official Records of Solano County; and

WHEREAS, the DDA provided, among other things, for the Redevelopment Agency's acquisition and assemblage of certain real property consisting of seven separate assessors parcels (collectively, the "Properties") owned by the Redevelopment Agency, the City of Vallejo ("City"), and the Vallejo Housing Authority, and the disposition of such Properties by the Redevelopment Agency to Triad for development of a proposed mixed use project ("Project"), all as more particularly set forth in the DDA; and

WHEREAS, the Redevelopment Agency owned two of those Properties, APN 055-160-170, referenced as Parcel B in the DDA and APN 055-170-280 and 055-170-290, referenced as Parcel D in the DDA ("Redevelopment Agency Properties"); and

WHEREAS, the Redevelopment Agency provided Triad with notice that it was terminating the DDA on July 17, 2009; and

WHEREAS, on February 23, 2011, Triad filed the action entitled *Triad Downtown Vallejo, LLC v. The Redevelopment Agency of the City of Vallejo, et al.*; Solano County Superior Court Case No. FCS 037433 ("Action") seeking damages for breach of the DDA and a judicial declaration that the DDA is still in full force and effect; and

WHEREAS, pursuant to AB 1X 26, enacted June 28, 2011 (as found constitutional and as partially reformed by the California Supreme Court in its decision in *California Redevelopment Association v. Matosantos* on December 29, 2011), and as amended by AB 1484, enacted June 27, 2012 (the "Dissolution Act"), the Redevelopment Agency, along with all other redevelopment agencies in the State, was dissolved as of February 1, 2012; and

WHEREAS, pursuant to the authority provided in Health and Safety Code Section 34173, as enacted by AB 1X 26, the City Council of the City of Vallejo (the "City") elected and determined that the City shall become the "successor agency" to the former Redevelopment

Agency, and upon dissolution of the Redevelopment Agency under AB 1X 26, all authorities, rights, powers, duties and obligations previously vested with the former Redevelopment Agency, under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), were vested in the Successor Agency to the Redevelopment Agency of the City of Vallejo (the "Successor Agency"), including the former Redevelopment Agency's rights, duties and obligations under the DDA and the Action; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), added by AB 1484, the Successor Agency has been designated as a separate public entity from the City; and

WHEREAS, also pursuant to the Dissolution Act, an Oversight Board (the "Oversight Board") has been selected to oversee, direct and approve specified actions of the Successor Agency; and

WHEREAS, the legal expenses associated with the Action are an "enforceable obligation" within the meaning and for the purposes of the Dissolution Act, and the Successor Agency is responsible for defending the Action brought against the former Redevelopment Agency; and

WHEREAS, if Triad were able to obtain a judicial declaration in the Action that the DDA is still in full force and effect, the DDA could become an "enforceable obligation" within the meaning and for the purposes of the Dissolution Act, and the Successor Agency could be responsible for carrying out the obligations of the former Redevelopment Agency under the DDA; and

WHEREAS, Triad and the Successor Agency (the "Parties") agreed to settle the Action on the following terms and conditions ("Settlement Agreement"):

1. The Parties will execute and file a stipulated judgment in the Action substantially in the form as the one attached as Exhibit A to the Settlement Agreement ("Stipulated Judgment").
2. The Stipulated Judgment will require the Successor Agency to pay Triad \$299,000 ("Settlement Payment") from Real Property Tax Trust Fund revenues ("RPTTF"). To effectuate the Settlement Payment, the Successor Agency will list the Stipulated Judgment, in particular the Successor Agency's obligation to disburse the Settlement Payment from available RPTTF revenues, as an enforceable obligation on the Successor Agency's Recognized Obligation Payment Schedule for the July 1, 2014 through December 31, 2014 Period ("ROPS 14-15A") and all subsequent ROPS periods until the earlier of: (a) the date on which the Settlement Payment has been paid in full or (b) the Successor Agency's right to receive RPTTF revenues for payment of enforceable obligations has expired. Triad has acknowledged and agrees that enforceable obligations listed on ROPS 14-15A and all subsequent ROPS are subject to approval by the Oversight Board and Department of Finance ("DOF"). If the DOF denies the Stipulated Judgment as an enforceable obligation on ROPS 14-15A or any subsequent ROPS, the Successor Agency will cooperate in good faith in any

challenge brought by Triad with respect to the denial, but Triad shall bear the risk that the DOF will deny the Stipulated Judgment as an enforceable obligation and/or refuse to authorize any payments of amounts owed under the Settlement Agreement and the Stipulated Judgment, and the Successor Agency's performance of its obligations under the Settlement Agreement and the Stipulated Judgment are conditioned upon and subject to the DOF's approval of the Settlement Agreement and the Stipulated Judgment and each disbursement of the Settlement Payment to be made thereunder as an enforceable obligation.

3. The Parties agree that the DDA shall be deemed terminated effective as of the date the Stipulated Judgment is entered in the Action. From and after such date, the Successor Agency and Triad shall have no further rights or obligations thereunder other than those obligations, which by their terms, survive termination thereof.
4. Within fifteen (15) days following the entry of the Stipulated Judgment in the Action, Triad shall execute, acknowledge and deliver to the City, the Successor Agency, and the Housing Authority the Quit Claim Deeds in the form attached to the Settlement Agreement as Exhibits B-1, B-2 and B-3 in recordable form and otherwise reasonably acceptable to the City Attorney of the City and the Successor Agency, releasing, remising and quitclaiming to the City, Successor Agency, and Housing Authority, as applicable, all of Triad's rights, title, and interests in and to the Properties.

WHEREAS, the Successor Agency's execution of the Settlement Agreement, the filing of the Stipulated Judgment and all of the Successor Agency's obligations under the Settlement Agreement are conditioned upon Oversight Board approval of the Settlement Agreement; and

WHEREAS, the Successor Agency held a public hearing on January 14, 2014, in the City Council Chambers to consider and act on the Settlement Agreement, at which time the Successor Agency approved execution of the Settlement Agreement and directed that the Settlement Agreement be presented to the Oversight Board for its consideration and approval; and

WHEREAS, a judicial declaration that the DDA is terminated will reduce liabilities and will increase net revenues to the taxing entities and will be in the best interests of the taxing entities within the meaning of Health and Safety Code Section 34181(e); and

WHEREAS, Triad's execution of the Quit Claim Deeds releasing all of its rights, title and interest to the Redevelopment Agency Properties will provide clear and marketable title for the Redevelopment Agency Properties and make those properties available for conveyance in accordance with a Long-Range Property Management Plan, required to be prepared by the Successor Agency pursuant to Health and Safety Code Section 34191.5, with resulting financial benefits for the taxing entities; and

WHEREAS, given the associated risks of litigation and the potential costs of a trial, Successor Agency staff determined that the Settlement Payment, which is only due and payable

when RPTTF revenue is provided to the Successor Agency for the purpose of making the Settlement Payment, was a reasonable amount to settle the Action; and

WHEREAS, pursuant to Health and Safety Code Section 34177(h), the Successor Agency is required to “expeditiously wind down the affairs of the redevelopment agency pursuant to the provisions of this part and in accordance with the direction of the oversight board,” and successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency pursuant to Health and Safety Code Section 34177.3(b); and

WHEREAS, resolving lawsuits is a necessary part of the process of winding down a redevelopment agency, and the Settlement Agreement and the resulting dismissal of the Action quantifies and eliminates, for a reasonable amount, a Successor Agency liability.

NOW, THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE CITY OF VALLEJO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Oversight Board hereby finds that approval of the Settlement Agreement: (1) would significantly reduce the liabilities of the Successor Agency in the Action; and (2) would be in the best interests of the taxing entities. These findings are based upon the facts and information contained in the Staff Report on this item, dated January 16, 2014, to the Oversight Board from Claudia Quintana, City Attorney for the City of Vallejo and for the Successor Agency, regarding Approval of the Successor Agency’s Decision to Execute a Settlement Agreement, Which Requires the Successor Agency to Pay \$299,000 in Redevelopment Property Tax Trust Fund Revenues, to Resolve *Triad Downtown Vallejo, LLC v. The Redevelopment Agency of the City of Vallejo, et al.*; Solano County Superior Court Case No. FCS 037433, including all documents attached thereto or referenced therein, and other evidence and testimony presented prior to and at the Oversight Board's January 16, 2014 public meeting on the Settlement Agreement.

Section 3. Subject to review and approval of the Settlement Agreement by the Department of Finance in accordance with Health and Safety Code Section 34179(h), the Successor Agency Executive Director is hereby authorized to execute the Settlement Agreement on behalf of the Successor Agency, subject to any minor clarifying, conforming and technical changes as may be approved by Successor Agency’s General Counsel. The Executive Director and/or Successor Agency legal counsel are further authorized to take such actions and execute such documents as may be necessary to carry out the obligations of the Successor Agency under the Settlement Agreement, including without limitation execution of the Stipulated Judgment and acceptance of the Quit Claim Deeds.

Section 4. The Oversight Board hereby directs the Successor Agency staff to include the Stipulated Judgment, and the Settlement Payment required therein, as an enforceable obligation on ROPS 14-15A and all subsequent ROPS periods until the Settlement Payment is

paid in full or the Successor Agency's right to receive RPTTF revenues for payment of enforceable obligations has expired.

This resolution was adopted by those present and voting at a regular meeting of the Oversight Board to the Successor Agency of the City of Vallejo held on January 16, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
Erin Hannigan, Chairperson

ATTEST:

\_\_\_\_\_  
Dawn Abrahamson, Secretary

# **ATTACHMENT “A”**

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the Successor Agency to the Redevelopment Agency of the City of Vallejo ("Successor Agency") and the City of Vallejo ("City") on the one hand, and Triad Downtown Vallejo, LLC ("Triad") on the other hand (individually, a "Party" and collectively, the "Parties"), with regard to the action entitled *Triad Downtown Vallejo, LLC v. City of Vallejo, et al.*, Case No. FCS037433 filed in the Solano County Superior Court ("Action").

WHEREAS, the former Redevelopment Agency of the City of Vallejo ("RDA") and Triad entered into a Disposition and Development Agreement dated October 28, 2005, a Memorandum of which was recorded as Instrument No. 200600093991 on July 26, 2006 and a second Memorandum of which was recorded as Instrument No. 200700013335 on February 1, 2007 in the Official Records of Solano County; and

WHEREAS, the DDA provided, among other things, for the RDA's acquisition and assemblage of certain real property consisting of seven separate assessors parcels (collectively, the "Properties") owned by the City, the Vallejo Housing Authority ("Housing Authority"), and the RDA, which is now the Successor Agency, and the disposition of such Properties by the RDA to Triad for development of a proposed mixed use project ("Project"), all as more particularly set forth in the DDA; and

WHEREAS, the City and Triad entered into a Development Agreement dated October 25, 2005 with respect to the Project, which was recorded in the Official Records of Solano County as Instrument No. 200600040345 ("DA"); and

WHEREAS, on February 1, 2012, the RDA dissolved and was replaced by the Successor Agency; and

WHEREAS, the Parties desire to terminate the DDA and DA and settle all claims relating to the Action, the DDA, the DA, and the Properties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

1. NO ADMISSION OF LIABILITY

This Agreement is a mutual compromise and is not intended to be, nor shall it be construed as, an admission of liability by any Party to any other Party.

2. SETTLEMENT CONDITIONED ON APPROVALS

The effectiveness of this Agreement is subject to satisfaction of each of the following conditions precedent (collectively, "Conditions Precedent"):

(A) The Vallejo City Council and the Successor Agency Board shall have approved the Agreement each in its sole discretion at a duly noticed public meeting;

(B) The Oversight Board for the Successor Agency to the Vallejo Redevelopment Agency ("Oversight Board") shall have approved this Agreement at a duly notice public meeting;

(C) The entry of the Stipulated Judgment, as referenced in section 4 below, by the Solano County Superior Court.

The Parties will endeavor in good faith to satisfy the Conditions Precedent as expeditiously as possible; provided however the Parties agree that this Agreement will not be presented to the Oversight Board for approval unless and until it is approved by the Vallejo City Council and the Successor Agency Board and executed by the City and Successor Agency in accordance with law. If the Conditions Precedent have not been fully satisfied by March 1, 2014, this Agreement shall automatically terminate; the Parties shall be restored to their respective positions and will have no further obligations hereunder; and the Parties will jointly request the Solano County Superior Court to restore the Action to its trial calendar on the earliest available date.

### 3. SUCCESSOR AGENCY PAYMENT

Subject to the terms of this Agreement, Successor Agency agrees to pay to Triad in multiple disbursements, the total sum of Two Hundred Ninety-Nine Thousand and NO/100 Dollars (\$299,000.00) ("Settlement Payment"). The Settlement Payment shall be payable exclusively from Redevelopment Property Tax Trust Fund ("RPTTF") revenues received by the Successor Agency from the County Auditor Controller which RPTTF revenues have been earmarked for payment of the Successor Agency's obligations under this Section 3 and the Stipulated Judgment (defined in Section 4 below) on one or more Recognized Obligation Payment Schedule ("ROPS") that have been approved by DOF pursuant to the redevelopment dissolution process described in AB x1 26 and AB 1484 (collectively, the "Dissolution Law"). Triad acknowledges that RPTTF monies available to the Successor Agency are needed to pay other enforceable obligations of the Successor Agency as well as the Successor Agency's administrative expenses and that the Successor Agency's obligations under this Section 3 and the Stipulated Judgment are expressly subordinate to (a) the Successor Agency's obligation to pay enforceable obligations in effect prior to the date of this Agreement, including any re-financings of such pre-existing enforceable obligations, and (b) the Successor Agency's right to fund up to \$250,000 of the Successor Agency administrative expenses in each fiscal year. Each disbursement of the Settlement Payment shall be made by the Successor Agency within fifteen (15) days following the date on which the Successor Agency receives such funds from the County Auditor Controller. Except as



expressly set forth in this Section 3, Triad shall not be entitled to any payments, damages or compensation of any kind from the Successor Agency.

4. STIPULATED JUDGMENT

Within fifteen (15) days following satisfaction of Conditions Precedent (A) and (B) in section 2 above, the Parties will execute and file a Stipulated Judgment in the Action substantially in the form attached hereto as Exhibit A. After the Stipulated Judgment has been entered in the Action, the Successor Agency will list the Stipulated Judgment, in particular the Successor Agency's obligation to disburse the Settlement Payment from available RPTTF revenues, as an enforceable obligation on the Successor Agency's Recognized Obligation Payment Schedule for the July 1, 2014 through December 31, 2014 Period ("ROPS 14-15A") and all subsequent ROPS periods until the earlier of: (a) the date on which the Settlement Payment has been paid in full or (b) the Successor Agency's right to receive RPTTF revenues for payment of enforceable obligations has expired. Triad acknowledges and agrees that enforceable obligations listed on ROPS 14-15A and all subsequent ROPS are subject to approval by the Oversight Board and DOF. If the DOF or the Oversight Board denies the Stipulated Judgment as an enforceable obligation on ROPS 14-15A or any subsequent ROPS, the Successor Agency will cooperate in good faith in any challenge brought by Triad with respect to the denial, but Triad shall bear the risk that the DOF will deny the Stipulated Judgment as an enforceable obligation and/or refuse to pay any amounts owed under this Agreement and the Stipulated Judgment, and the Successor Agency's performance of its obligations under this Agreement and the Stipulated Judgment are conditioned upon and subject to DOF approval of this Agreement and the Stipulated Judgment and each disbursement of the Settlement Payment to be made thereunder as an enforceable obligation.

5. TERMINATION OF DDA and DA

The Parties agree that the DDA and the DA shall be deemed terminated effective as of the date the Stipulated Judgment is entered in the Action. From and after such date, the Successor Agency, the City, and Triad shall have no further rights or obligations thereunder other than those obligations, which by their terms, survive termination thereof.

6. RELEASE OF LETTERS OF CREDIT

Within fifteen (15) days following the entry of the Stipulated Judgment in , the Action, the City will release Letter of Credit No. SLCSSSEA02298 in favor of City in the amount of \$500,000, issued by U.S. Bank National Association ("U.S. Bank"), most recently renewed on September 23, 2013, and the Letter of Credit No. SLCSSSEA02299 in favor of City in the amount of \$120,000 issued by U.S. Bank, mostly recently renewed on September 23, 2013.

7. WAIVER OF PLAN CHECK FEE

The City will waive the outstanding plan check fee in the approximate amount of ninety-one thousand dollars (\$91,000) attributable to plan check work performed by the City in connection with the Hiddenbrooke project that an affiliate of Triad currently owes to the City. Except as expressly set forth in Section 6 above and in this Section 7, Triad shall not be entitled to any compensation, payments or fee waivers of any kind from or by the City.

8. QUIT CLAIM DEEDS

Within fifteen (15) days following the entry of the Stipulated Judgment in the Action, Triad shall execute, acknowledge and deliver to the City, the Successor Agency, and the Housing Authority the Quit Claim Deeds in the form attached hereto as **Exhibits B-1, B-2 and B-3** in recordable form and otherwise reasonably acceptable to the City Attorney, releasing, remising and quitclaiming to the City, Successor Agency, and Housing Authority, as applicable, all of Triad's rights, title, and interests in and to the Properties.

9. RELEASE, WAIVER AND COVENANT NOT TO SUE

The Parties, for themselves, and their representatives, predecessors, successors, attorneys, assigns and agents, and each of them, hereby fully release, waive, covenant not to sue, and forever discharge the other Parties, as well as the RDA and the Housing Authority, and their representatives, predecessors, successors, assigns, officers, elected officials, agents, employees, insurers and attorneys, and each of them; of and from any and all manner of actions, suits, liens, debts, dues, damages, claims, sums of money, obligations, liabilities, judgments, bonds, executions and demands of every nature, kind and description whatsoever, including attorneys' fees, whether known or unknown, and whether suspected or unsuspected, either at law, in equity or otherwise, which may have arisen under and by virtue of the laws of any jurisdiction, which the Parties have had or claim to have had or now have or claim to now have in connection with the Action, the DDA, the DA, or the Properties, including but not limited to the Successor Agency's obligations under Section 604 of the DDA (collectively, the "Released Claims").

As to the Released Claims identified in Section 5(a), the Parties expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Triad Initials

RDA Initials

City Initials

10. NO ASSIGNMENT

The Parties hereto, and each of them, represent and warrant to each other that they have not heretofore assigned or transferred or purported to assign or transfer to any person, firm, association, corporation or other entity, any claim or cause of action based on or arising out of, or in connection with any matter, fact, claim or cause of action alleged or referred to in this Agreement.

11. BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, successors, representatives and assigns.

12. CALIFORNIA LAW

This Agreement is made, executed and entered into and is intended to be performed within the State of California, and that this Agreement is to be construed as such under California law, without reference to its choice of laws rules.

13. EXPENSES

Each Party shall bear its own respective attorney's fees, costs and expenses arising out of or incurred in connection with the negotiation and drafting of this Agreement and the prosecution and defense of the Action.

14. CONSTRUCTION OF AGREEMENT

This Agreement was jointly prepared through negotiations of the Parties and the provisions of the Agreement are not to be strictly or liberally construed for or against any of the Parties.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto and supersedes and replaces all other prior negotiations, proposed agreements and agreements, written and oral. The Parties further declare and represent that no promise, representation or agreement not herein expressed has been made.

16. AMENDMENTS

No amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby.

17. COUNTERPARTS AND SIGNATURES

The Parties agree that this Agreement may be executed in one or more counterparts and that each fully executed copy of this Agreement shall have the same binding force and effect as an original. The Parties further agree that facsimile and signatures transmitted by email shall have the same force and effect as original signatures.

18. PUBLIC RECORD

This Agreement is a public record subject to disclosure to the public upon request pursuant to California law.

19. NO INDUCEMENT TO SETTLEMENT.

Each of the Parties represents and warrants that none of the other Parties, or their respective principals, agents, attorneys, or representatives have made any promise, representation, or warranty whatsoever, whether express, implied or statutory, which is not contained in this Agreement concerning the rights, duties and defenses asserted in the Action or otherwise to induce the execution of this Agreement. The Parties are not bound by any representations or inducements which are not set forth in writing in this Agreement. Each of the Parties represents and warrants that they have not executed, approved or entered into this Agreement in reliance upon any promise, representation or warranty which is not contained within this written Agreement, but instead has executed, approved and entered into this Agreement solely upon their own independent investigation of any and all facts as they may deem appropriate.

20. TITLES.

Titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of the Agreement or any term or provision thereof.

21. EXECUTION OF FURTHER DOCUMENTS.

From time to time, at the request of any Party and without further consideration of his/her/their/its expense and within a reasonable period of time after a request is made, each of the other Parties agrees to execute and deliver any and all further documents and instruments, and to do all acts, as the requesting Party may reasonably request, which may be necessary or appropriate to fully implement the provisions of this Agreement, but not contradict its terms.

22. THIRD PARTY BENEFICIARY

Triad acknowledges that the Housing Authority shall be deemed to be a third party beneficiary with respect to Sections 8 and 9 of this Agreement.

23. CONSULTATION WITH LEGAL COUNSEL; KNOWING AND VOLUNTARY WAIVER.

The Parties acknowledge that they have consulted with legal counsel before signing this Agreement. The Parties represent, understand, and agree that they have thoroughly discussed this Agreement and their rights with their own legal counsel to the full extent they wished to do so before signing this Agreement, and that they may be waiving legal claims by signing this Agreement.

24. WARRANTY OF AUTHORITY.

Each Party and signatory hereto warrants and represents, as a material inducement to the others to enter into this Agreement, that such signatory hereto is authorized to enter into and execute this Agreement on behalf of the Party for which he, she or it signs, and has all necessary approvals and consents in that regard for this Agreement to be binding based upon such signature.

Dated: January \_\_\_\_\_, 2014

TRIAD DOWNTOWN VALLEJO, LLC

By: \_\_\_\_\_  
Insert

Dated: January \_\_\_\_\_, 2014

CITY OF VALLEJO

By: \_\_\_\_\_  
Daniel Keen  
City Manager

Dated: January \_\_\_\_\_, 2014

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE  
CITY OF VALLEJO

By: \_\_\_\_\_  
Daniel Keen  
Executive Director for the  
Successor Agency

APPROVED AS TO FORM:

Dated: January\_\_\_\_, 2014

SHEPPARD MULLIN RICHTER & HAMPTON  
LLP

By: \_\_\_\_\_  
Robert J. Stumpf, Jr.  
Attorneys for Triad Downtown  
Vallejo, LLC

Dated: January \_\_\_\_\_, 2014

BURKE, WILLIAMS & SORENSEN, LLP

By: \_\_\_\_\_  
J. Leah Castella.  
Attorneys for Successor Agency  
to the Redevelopment Agency of  
the City of Vallejo

# **EXHIBIT A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

J. Leah Castella, (SBN 205990)  
E-mail: lcastella@bwslaw.com  
Megan A. Burke, (SBN 267986)  
E-mail: maburke@bwslaw.com  
BURKE, WILLIAMS & SORENSEN, LLP  
1901 Harrison Street, Suite 900  
Oakland, CA 94612-3501  
Tel: 510.273.8780 Fax: 510.839.9104

FILING FEE EXEMPT PURSUANT TO  
GOVERNMENT CODE § 6103

Attorneys for Defendants  
REDEVELOPMENT AGENCY OF THE CITY  
OF VALLEJO and CITY OF VALLEJO

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SOLANO

TRIAD DOWNTOWN VALLEJO, LLC, a  
California limited liability company,  
  
Plaintiff,  
  
v.  
  
THE REDEVELOPMENT AGENCY OF  
THE CITY OF VALLEJO; THE CITY OF  
VALLEJO; and DOES 1 through 50,  
  
Defendants.

Case No. FCS037433  
  
JFAP: Honorable Michael Mattice  
Dept. 10  
  
Action Filed: February 23, 2011  
Trial Date: January 31, 2014  
  
**[PROPOSED] STIPULATED JUDGMENT**

Plaintiff Triad Downtown Vallejo, LLC (“Triad”) on the one hand and the City of Vallejo (“City”) and the Successor Agency to the Redevelopment Agency of the City of Vallejo (“Successor Agency”) on the other hand (collectively “Parties”), stipulate to entry of Judgment as set forth below in accordance with a settlement reached between the parties.

1. Triad, the Successor Agency, and the City have executed a Settlement Agreement to resolve any and all claims, disputes, damages and/or issues related to or arising out of the above entitled action (“Action”), the Disposition and Development Agreement between the former Redevelopment Agency of the City of Vallejo (“RDA”) and Triad dated October 28, 2005 (“DDA”), the Development Agreement between the City and Triad dated October 25, 2005



1 (“DA”), or the seven real property parcels owned by the RDA, the City, and the Vallejo Housing  
2 Authority (“Housing Authority”) that were the subject of the DDA (“Properties”).

3           2.       Subject to the terms of the Settlement Agreement, Successor Agency agrees to pay  
4 to Triad in multiple disbursements, the total sum of Two Hundred Ninety-Nine Thousand and  
5 NO/100 Dollars (\$299,000.00) (“Settlement Payment”). The Settlement Payment shall be  
6 payable exclusively from Redevelopment Property Tax Trust Fund (“RPTTF”) revenues received  
7 by the Successor Agency from the County Auditor Controller which RPTTF revenues have been  
8 earmarked for payment of the Successor Agency’s obligations under Section 3 of the Settlement  
9 Agreement and this Stipulated Judgment (defined in Section 4 of the Settlement Agreement) on  
10 one or more Recognized Obligation Payment Schedule (“ROPS”) that have been approved by  
11 DOF pursuant to the redevelopment dissolution process described in AB x1 26 and AB 1484  
12 (collectively, the “Dissolution Law”). RPTTF monies available to the Successor Agency are  
13 needed to pay other enforceable obligations of the Successor Agency as well as the Successor  
14 Agency’s administrative expenses. As such, the Successor Agency’s obligations under this  
15 paragraph and Section 3 of the Settlement Agreement are expressly subordinate to (a) the  
16 Successor Agency’s obligation to pay enforceable obligations in effect prior to the date of this  
17 Stipulated Judgment, including any re-financings of such pre-existing enforceable obligations,  
18 and (b) the Successor Agency’s right to fund up to \$250,000 of the Successor Agency  
19 administrative expenses in each fiscal year. Each disbursement of the Settlement Payment shall  
20 be made by the Successor Agency within fifteen (15) days following the date on which the  
21 Successor Agency receives such funds from the County Auditor Controller. Except as expressly  
22 set forth in this paragraph and Section 3 of the Settlement Agreement, Triad shall not be entitled  
23 to any payments, damages or compensation of any kind from the Successor Agency.

24           3.       The Successor Agency will list this Stipulated Judgment, in particular the  
25 Successor Agency’s obligation to disburse the Settlement Payment from available RPTTF  
26 revenues, as an enforceable obligation on the Successor Agency’s Recognized Obligation  
27 Payment Schedule for the July 1, 2014 through December 31, 2014 Period (“ROPS 14-15A”) and  
28 all subsequent ROPS periods until the earlier of: (a) the date on which the Settlement Payment

1 has been paid in full or (b) the Successor Agency's right to receive RPTTF revenues for payment  
2 of enforceable obligations has expired. Enforceable obligations listed on ROPS 14-15A and all  
3 subsequent ROPS are subject to approval by the Oversight Board and review by DOF. If the  
4 DOF or the Oversight Board denies the Stipulated Judgment as an enforceable obligation on  
5 ROPS 14-15A or any subsequent ROPS, the Successor Agency will cooperate in good faith in  
6 any challenge brought by Triad with respect to the DOF denial, but Triad shall bear the risk that  
7 the DOF will deny the Stipulated Judgment as an enforceable obligation and/or refuse to pay any  
8 amounts owed under this Agreement and the Stipulated Judgment, and the Successor Agency's  
9 performance of its obligations under this Agreement and the Stipulated Judgment are conditioned  
10 upon and subject to DOF approval of this Agreement and the Stipulated Judgment and each  
11 disbursement of the Settlement Payment to be made thereunder as an enforceable obligation.

12 4. The Parties agree that the DDA and the DA shall be deemed terminated effective  
13 as of the date this Stipulated Judgment is entered by the Court. From and after such date, the  
14 Successor Agency, the City, and Triad shall have no further rights or obligations under the DDA  
15 or DA other than those obligations, which by their terms, survive termination thereof.

16 5. Within fifteen (15) days following the entry of this Stipulated Judgment, Triad  
17 shall execute, acknowledge and deliver to the City, the Successor Agency, and the Housing  
18 Authority the Quit Claim Deeds in the form attached hereto as **Exhibits 1-A, 1-B and 1-C** in  
19 recordable form and otherwise reasonably acceptable to the City Attorney, releasing, remising  
20 and quitclaiming to the City, Successor Agency, and Housing Authority, as applicable, all of  
21 Triad's rights, title, and interests in and to the Properties.

22 IT IS SO STIPULATED.  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: January \_\_, 2014

BURKE, WILLIAMS & SORENSEN, LLP

By: \_\_\_\_\_  
J. Leah Castella  
Megan A. Burke  
Attorneys for Defendants  
REDEVELOPMENT AGENCY OF THE  
CITY OF VALLEJO AND CITY OF  
VALLEJO

Dated: January \_\_, 2014

SHEPPARD, MULLIN, RICHTER &  
HAMPTON, LLP

By: \_\_\_\_\_  
Robert J. Stumpf, Jr.  
Attorneys for Plaintiff  
TRIAD DOWNTOWN VALLEJO, LLC

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT B-1**

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO:

City of Vallejo  
555 Santa Clara Street, Third Floor  
Vallejo, CA 94590  
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## QUIT CLAIM DEED

### RECITALS:

1. The former Redevelopment Agency of the City of Vallejo ("RDA") and Triad Downtown Vallejo, LLC, a California limited liability company ("Triad") entered into a Disposition and Development Agreement on October 28, 2005 ("DDA").
2. The DDA provided for Triad's acquisition and development of certain real property owned by the City of Vallejo ("City") located at: 1) APN 056-191-260 and 056-191-100, referenced as Parcel A in the DDA, and described in Exhibit A-1, attached hereto and incorporated herein by this reference, 2) APN 056-192-070, 056-192-080, and 056-192-090, referenced as Parcel E in the DDA, and described in Exhibit A-2, attached hereto and incorporated herein by this reference, 3) APN 056-194-110, 056-194-120, 056-194-130, and 056-194-140, referenced as Parcel F in the DDA, and described in Exhibit A-3, attached hereto and incorporated herein by this reference, and 4) APN 056-223-030, referenced as Parcel G in the DDA, and described in Exhibit A-4, attached hereto and incorporated herein by this reference (collectively "Properties").
3. The City and Triad entered into a Development Agreement on October 25, 2005 ("DA"), which was related to the DDA and involved the same real property as the DDA.
4. On February 23, 2011, Triad brought the action entitled *Triad Downtown Vallejo, LLC v. City of Vallejo, et. al.*, Case No. FCS037433 filed in the Solano County Superior Court ("Action") against the RDA and the City alleging that the RDA breached the DDA and that the City breached the DA.
5. On February 1, 2012, the RDA dissolved and was replaced by the Successor Agency to the Redevelopment Agency of the City of Vallejo ("Successor Agency").
6. The City, the Successor Agency, and Triad have entered into a Settlement Agreement ("Agreement") to resolve all claims relating to the Action, the DDA, the DA, and the

Properties. The Agreement requires Triad to execute, acknowledge, and deliver to the City this Quit Claim Deed in recordable form in order to convey all of Triad's rights, title, and interest in and to the Properties to the City.

**NOW THEREFORE:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Triad does hereby remise, release and quitclaim to the City, all right, title and interest held by Triad in the Properties situated in Solano County, California, described in Exhibits A-1, A-2, A-3, and A-4, attached hereto and incorporated herein by this reference.

The foregoing is undertaken for the purpose of canceling and terminating the DDA and the DA, as well as all other right, title and interest, whether legal or equitable, to the Properties held by Triad. A Memorandum of the DDA and the First Amendment to the DDA was recorded on July 26, 2006 as Instrument No. 200600093991, and a second Memorandum of the DDA and the First Amendment to the DDA was recorded on February 1, 2007, as Instrument No. 200700013335 in the Official Records of Solano County. The DA was recorded on March 31, 2006, as Instrument No. 200600040345 in the Official Records of Solano County.

Dated as of: \_\_\_\_\_, 2014

TRIAD DOWNTOWN VALLEJO, LLC, a  
California limited liability company

By: \_\_\_\_\_  
*[signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
Notary Public, 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  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

EXHIBIT A-1  
PARCEL A LEGAL DESCRIPTION  
QUIT CLAIM DEED  
FROM TRIAD TO THE CITY

REAL PROPERTY SITUATE IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING LOTS 9 THROUGH 15, INCLUSIVE IN BLOCK 282, AS SAID LOTS AND BLOCK ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP FILED ON SEPTEMBER 19, 1868 IN BOOK 1 OF MAPS AT PAGE 123, SOLANO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 9;

THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 282, SOUTH 88°46'45" EAST 350.00 FEET TO THE EAST LINE OF SAID LOT 15;

THENCE, SOUTHERLY ALONG SAID EAST LINE OF LOT 15, SOUTH 01°13'15" WEST 130.13 FEET TO THE SOUTH LINE OF SAID LOT 15;

THENCE, WESTERLY ALONG THE SOUTH LINE OF SAID BLOCK 282, NORTH 88°46'45" WEST 350.00 FEET TO THE WEST LINE OF SAID BLOCK 282;

THENCE, NORTHERLY ALONG SAID WEST LINE, NORTH 01°13'15" EAST 130.13 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

AND CONTAINING 1.045 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION

PAUL CANUMAY, LS 3272  
EXPIRES:06-30-07

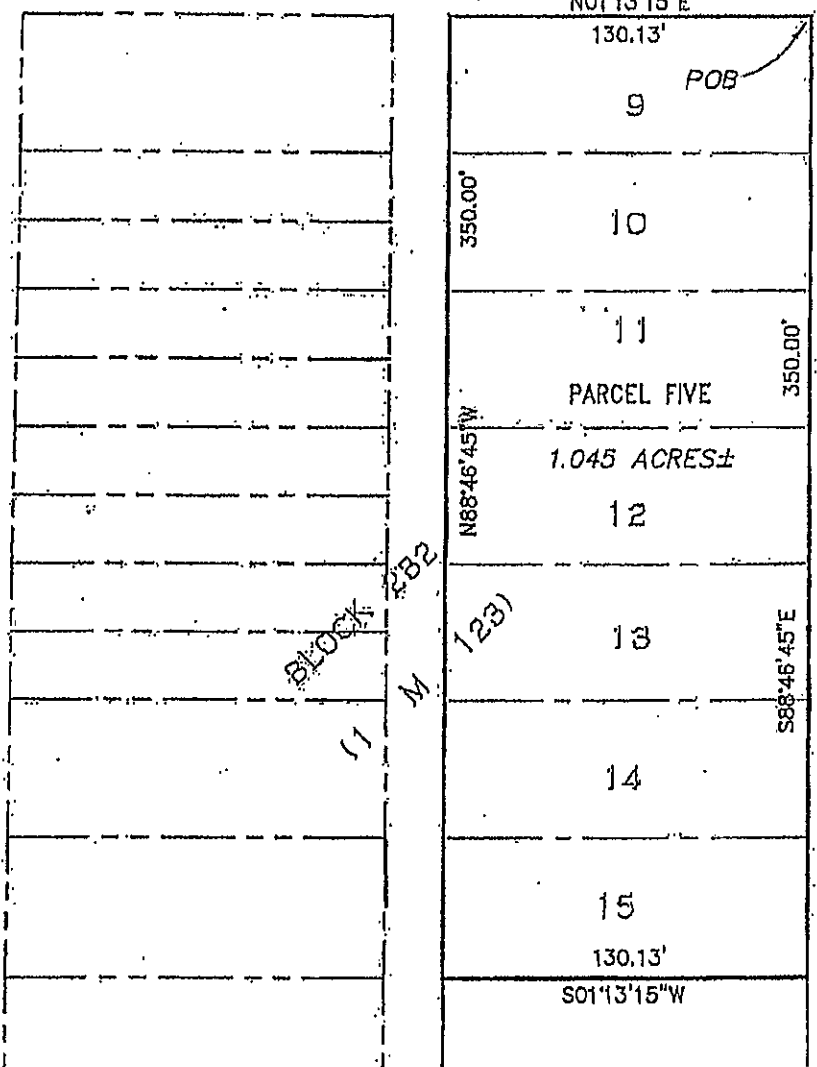


SACRAMENTO ST. (80' R/W)

1" = 50'

GEORGIA ST. (80' R/W)

VIRGINIA ST. (80' R/W)



BLOCK 282  
(1) M

15-000 PLAT & LEGAL - DOWNTOWN PARCELS.DWG

PREPARED BY:



CIVIL ENGINEERING • PLANNING • SURVEYING  
1340 TREAT BLVD SUITE 130 WALNUT CREEK, CA 94596  
PHONE: 925-932-4906 FAX: 925-932-3519

EXHIBIT "B"

A PORTION OF BLOCK 282  
OF THE OFFICIAL MAP OF THE CITY OF VALLEJO  
FILED IN BOOK 1-OF MAPS AT PAGE 123  
SOLANO COUNTY RECORDS

AUGUST 2005 SCALE: 1"=50'

EXHIBIT A-2  
PARCEL E LEGAL DESCRIPTION  
QUIT CLAIM DEED  
FROM TRIAD TO THE CITY

REAL PROPERTY SITUATE IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING LOT 5, AND THE WESTERLY TWENTY FEET OF LOT 6, THE EAST 30 FEET OF LOT 6, AND LOTS 7 AND 8 IN BLOCK 263, AS SAID LOTS AND BLOCK ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP FILED ON SEPTEMBER 19, 1868 IN BOOK 1 OF MAPS AT PAGE 123, SOLANO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 8;

THENCE FROM SAID POINT OF BEGINNING, WESTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK 263, NORTH 88°46'46" WEST 200.17 FEET TO THE WESTERLY LINE OF SAID LOT 5;

THENCE, NORTHERLY ALONG SAID WESTERLY LINE OF LOT 5, NORTH 01°13'15" EAST 130.13 FEET TO THE NORTHERLY LINE OF SAID LOT 5;

THENCE, EASTERLY ALONG SAID NORTHERLY LINE OF LOT 5 AND THE NORTHERLY LINE OF SAID LOTS 6, 7 AND 8, SOUTH 88°46'45" EAST 200.17 FEET TO THE EASTERLY LINE OF SAID BLOCK 263;

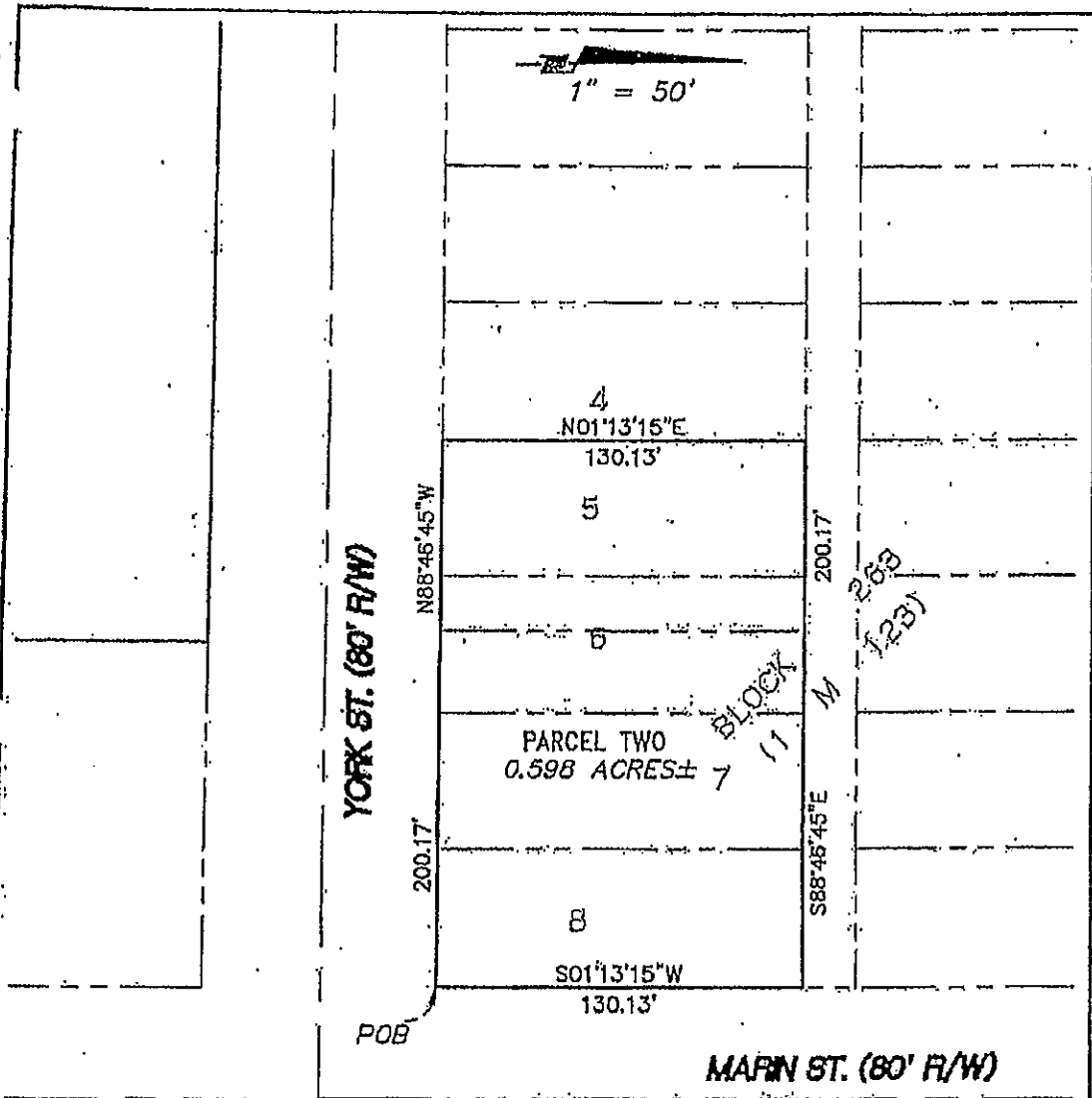
THENCE, SOUTHERLY ALONG SAID EASTERLY LINE OF BLOCK 263, SOUTH 01°13'15" WEST 130.13 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

AND CONTAINING 0.598 ACRE, MORE OR LESS.

END OF DESCRIPTION

DANA BAUMANN PLS 7438  
EXPIRES:03-31-06

VALLEJO  
1340 TREAT & LEGAL - DONATION PARCEL 2.DWG.

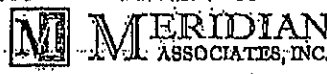


**EXHIBIT "B"**  
**A PORTION OF BLOCK 263 OF OFFICIAL MAP OF THE CITY OF VALLEJO**

FILED IN BOOK 1 OF MAPS AT PAGE 123  
 SOLANO COUNTY RECORDS

MAY, 2005 SCALE: 1"=50'

PREPARED BY:



CIVIL ENGINEERING • PLANNING SURVEYING  
 1340 TREAT BLVD SUITE 130 WALNUT CREEK, CA 94596  
 PHONE: 925-932-4906 FAX: 925-932-3519

EXHIBIT A-3  
PARCEL F LEGAL DESCRIPTION  
QUIT CLAIM DEED  
FROM TRIAD TO THE CITY

REAL PROPERTY SITUATE IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING THE SOUTH ½ OF LOTS 1 AND 2 AND THE NORTH 65 FEET OF LOTS 1 AND 2 AND ALL OF LOT 3, AND LOTS 4,5,6,7, AND 8 IN BLOCK 264 AS SAID LOTS AND BLOCK ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP FILED ON SEPTEMBER 19, 1868 IN BOOK 1 OF MAPS AT PAGE 123, SOLANO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 8;

THENCE FROM SAID POINT OF BEGINNING, WESTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK 264 NORTH 88°46'45" WEST 400.36 FEET TO THE WESTERLY LINE OF SAID BLOCK 264;

THENCE, NORTHERLY ALONG SAID WESTERLY LINE NORTH 01°13'15" EAST 130.13 FEET TO THE NORTHERLY LINE OF SAID LOT 1;

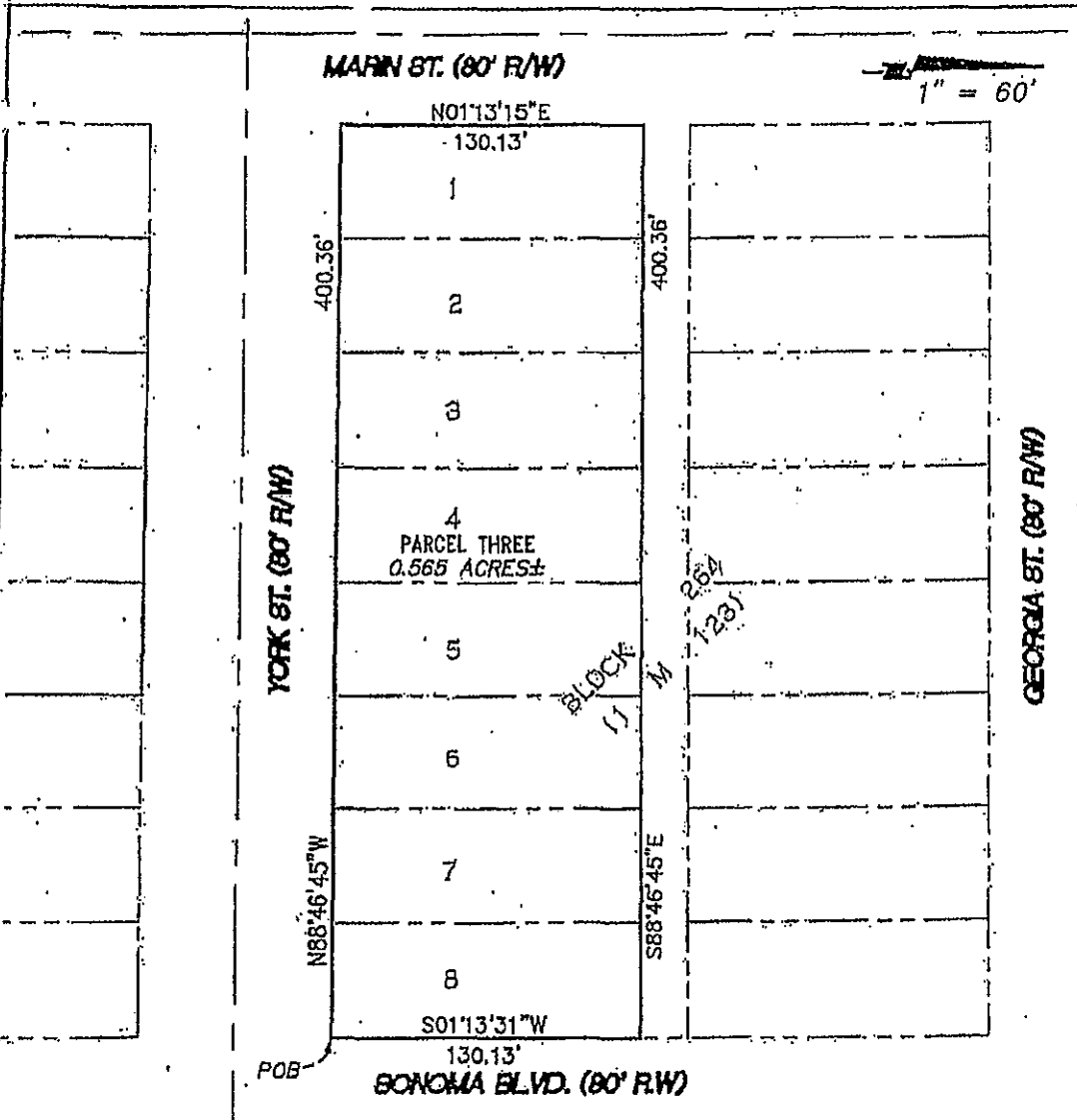
THENCE, EASTERLY ALONG SAID NORTHERLY LINE OF LOT 1 AND THE NORTHERLY LINE OF SAID LOTS 2,3,4,5,6,7 AND 8 SOUTH 88°46'45" EAST 400.36 FEET TO THE EASTERLY LINE OF SAID BLOCK 264;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF BLOCK 264, SOUTH 01°13'31" WEST 130.13 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

AND CONTAINING 1.196 ACRES, MORE OR LESS.

END OF DESCRIPTION

DANA BAUMANN PLS 7438  
EXPIRES: 03-31-06



05-001 PLAT & LEGAL - DOWNTOWN PARCELS.DWG  
MAY 05

**EXHIBIT "B"**

**A PORTION OF BLOCK 264 OF OFFICIAL MAP OF THE CITY OF VALLEJO**  
 FILED IN BOOK 1 OF MAPS AT PAGE 123  
 SOLANO COUNTY RECORDS

MAY 2005 SCALE: 1"=60'  
 PREPARED BY: **M MERIDIAN ASSOCIATES, INC.**  
 CIVIL ENGINEERING • PLANNING • SURVEYING  
 1340 TREAT BLVD SUITE 130 WALNUT CREEK, CA 94596  
 PHONE: 925-932-4906 FAX: 925-932-3519

EXHIBIT A-4  
PARCEL G LEGAL DESCRIPTION  
QUIT CLAIM DEED  
FROM TRIAD TO THE CITY

REAL PROPERTY SITUATE IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING LOTS 10, 11, 12 AND 13 IN BLOCK 247 AS SAID LOTS AND BLOCK ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP FILED ON SEPTEMBER 19, 1868 IN BOOK 1 OF MAPS AT PAGE 123, SOLANO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 10;

THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 247; SOUTH 88°46'45" EAST 199.87 FEET TO THE EASTERLY LINE OF SAID LOT 13;

THENCE, SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 13, SOUTH 01°13'31" EAST 130.14 FEET TO THE SOUTHERLY LINE OF SAID LOT 13;

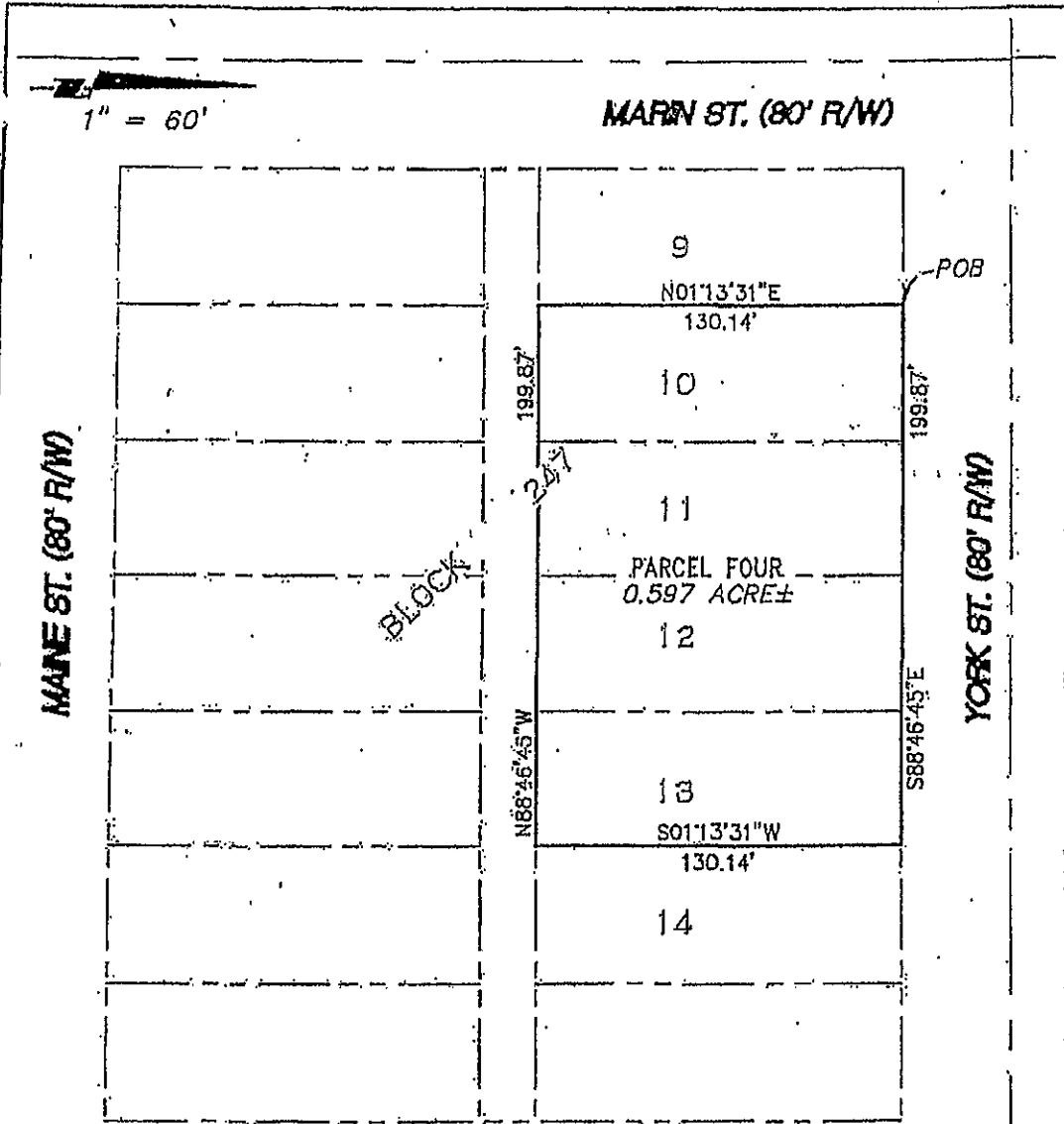
THENCE, WESTERLY ALONG SAID SOUTHERLY LINE OF LOTS 13, 12, 11 AND 10, NORTH 88°46'45" WEST 199.87 FEET TO THE WESTERLY LINE OF SAID LOT 10;

THENCE NORTHERLY ALONG SAID WESTERLY LINE OF LOT 10, NORTH 01°13'31" EAST 130.14 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

AND CONTAINING 0.597 ACRE, MORE OR LESS.

END OF DESCRIPTION

DANA BAUMANN PLS 7438  
EXPIRES: 03-31-06



VALLEJO - 5-300 PLAT & LABEL - DONOR TRACT PARCELS

EXHIBIT "B"  
 A PORTION OF BLOCK 247 OF OFFICIAL MAP OF THE CITY OF VALLEJO  
 FILED IN BOOK 1 OF MAPS AT PAGE 123  
 SOLANO COUNTY RECORDS  
 MAY, 2005 SCALE: 1"=60'

PREPARED BY: **MERIDIAN ASSOCIATES, INC.**  
 CIVIL ENGINEERING • PLANNING • SURVEYING  
 1340 TREAT BLVD SUITE 130 PHONE: 925-932-4906  
 WALNUT CREEK, CA 94596 FAX: 925-932-3519

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Quit Claim Deed dated \_\_\_\_\_, 2014, from Triad Downtown Vallejo, LLC, a California limited liability company, to the City of Vallejo, a public body, corporate and politic ("City"), is hereby accepted on behalf of the City by its authorized signatory pursuant to authority conferred by Resolution No. \_\_\_\_\_, adopted by the City on \_\_\_\_\_, 20\_\_ and that the City consents to recordation of the Quit Claim Deed.

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Agency Secretary



# **EXHIBIT B-2**

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO:

Successor Agency to the Redevelopment  
Agency of the City of Vallejo  
555 Santa Clara Street, Third Floor  
Vallejo, CA 94590  
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## QUIT CLAIM DEED

### RECITALS:

1. The former Redevelopment Agency of the City of Vallejo (“**RDA**”) and Triad Downtown Vallejo, LLC, a California limited liability company (“**Triad**”) entered into a Disposition and Development Agreement on October 28, 2005 (“**DDA**”).
2. The DDA provided for Triad’s acquisition and development of certain real property owned by the RDA located at: 1) APN 055-160-170, referenced as Parcel B in the DDA, and described in Exhibit A-1, attached hereto and incorporated herein by this reference, and 2) APN 055-170-280 and 055-170-290 referenced as Parcel D in the DDA, and described in Exhibit A-2, attached hereto and incorporated herein by this reference (collectively “**Properties**”).
3. The City of Vallejo (“**City**”) and Triad entered into a Development Agreement on October 25, 2005 (“**DA**”), which was related to the DDA and involved the same real property as the DDA.
4. On February 23, 2011, Triad brought the action entitled *Triad Downtown Vallejo, LLC v. City of Vallejo, et. al.*, Case No. FCS037433 filed in the Solano County Superior Court (“**Action**”) against the RDA and the City alleging that the RDA breached the DDA and that the City breached the DA.
5. On February 1, 2012, the RDA dissolved and was replaced by the Successor Agency to the Redevelopment Agency of the City of Vallejo (“**Successor Agency**”).
6. The City, the Successor Agency, and Triad have entered into a Settlement Agreement (“**Agreement**”) to resolve all claims relating to the Action, the DDA, the DA, and the Properties. The Agreement requires Triad to execute, acknowledge, and deliver to the Successor Agency this Quit Claim Deed in recordable form in order to convey all of Triad’s rights, title, and interest in and to the Properties to the Successor Agency.

**NOW THEREFORE:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Triad does hereby remise, release and quitclaim to the Successor Agency, all right, title and interest held by Triad in the Properties situated in Solano County, California, described in Exhibits A-1 and A-2, attached hereto and incorporated herein by this reference.

The foregoing is undertaken for the purpose of canceling and terminating the DDA and the DA, as well as all other right, title and interest, whether legal or equitable, to the Properties held by Triad. A Memorandum of the DDA and the First Amendment to the DDA was recorded on July 26, 2006 as Instrument No. 200600093991, and a second Memorandum of the DDA and the First Amendment to the DDA was recorded on February 1, 2007, as Instrument No. 200700013335 in the Official Records of Solano County. The DA was recorded on March 31, 2006, as Instrument No. 200600040345 in the Official Records of Solano County.

Dated as of: \_\_\_\_\_, 2014

TRIAD DOWNTOWN VALLEJO, LLC, a  
California limited liability company

By: \_\_\_\_\_  
*[signature must be notarized]*  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of California                    )  
  )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
Notary Public, 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  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

EXHIBIT A-1  
PARCEL B LEGAL DESCRIPTION  
QUIT CLAIM DEED  
FROM TRIAD TO THE SUCCESSOR AGENCY

REAL PROPERTY SITUATE IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING LOTS 1, 2, 3, 4, 9, 10, 11 AND 12 AND THE WEST 17.00 FEET OF LOTS 5 AND 13 IN BLOCK 301, AS SAID LOTS AND BLOCK ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP FILED ON SEPTEMBER 19, 1868 IN BOOK 1 OF MAPS AT PAGE 123, SOLANO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 9;

THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 301, SOUTH 88°46'45 EAST 217.00 FEET;

THENCE LEAVING THE BOUNDARY OF SAID BLOCK 301, SOUTH 01°13'15" WEST 296.00 FEET TO THE SOUTH LINE OF SAID BLOCK 301;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID BLOCK 301, NORTH 88°46'45 WEST 217.00 FEET TO THE WEST LINE OF BLOCK 301;

THENCE, NORTHERLY ALONG SAID WEST LINE, NORTH 01°13'15" WEST 150.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

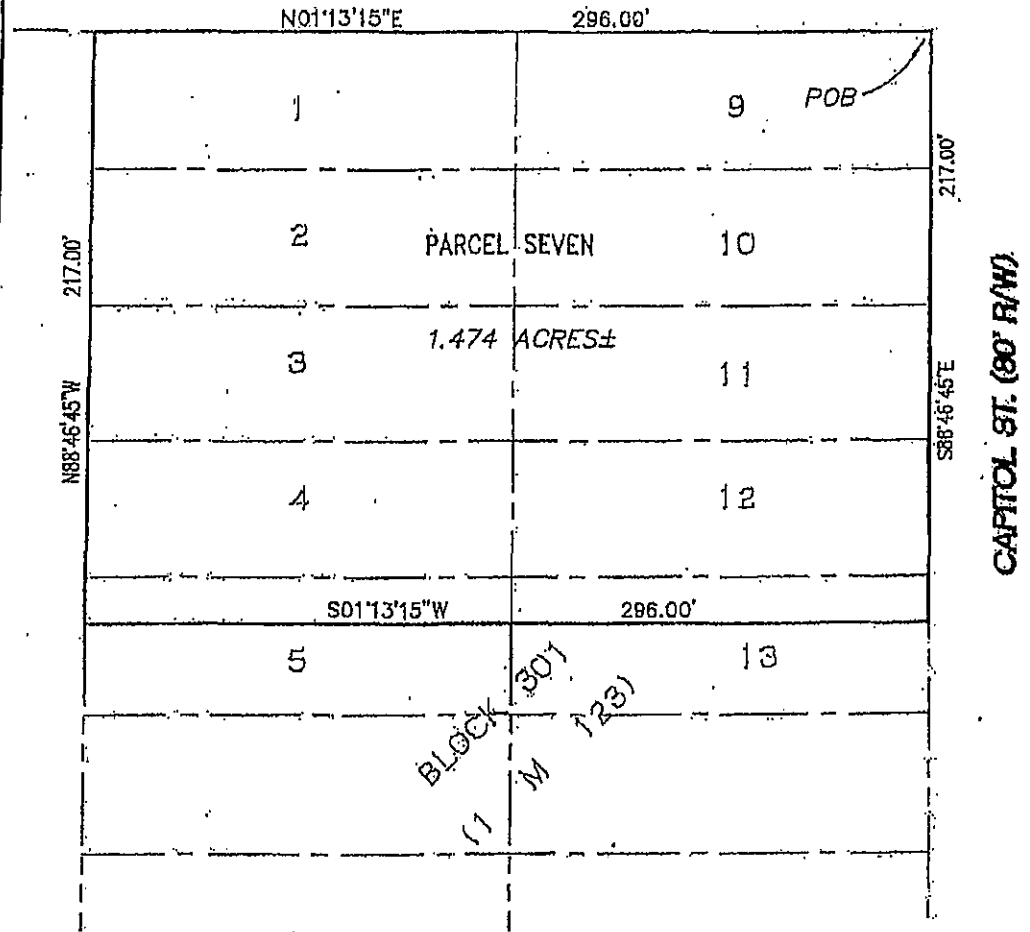
AND CONTAINING 1.474 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION

PAUL CANUMAY, LS 3272  
EXPIRES:06-30-07

1" = 50'

SANTA CLARA ST. (80' R/W)



3-000 PLAT & LABEL - CONTINUED PARCEL DMS.

PREPARED BY:



**MERIDIAN**  
ASSOCIATES, INC.

CIVIL ENGINEERING • PLANNING SURVEYING  
1340 TREAT BLVD SUITE 130 PHONE: 925-932-4906  
WALNUT CREEK, CA 94596 FAX: 925-932-3519

EXHIBIT "B"

A PORTION OF BLOCK 301  
OF THE OFFICIAL MAP OF THE CITY OF VALLEJO  
FILED IN BOOK 1 OF MAPS AT PAGE 123  
SOLANO COUNTY RECORDS

AUGUST 2005

SCALE: 1"=50'

EXHIBIT A-2  
PARCEL D LEGAL DESCRIPTION  
QUIT CLAIM DEED  
FROM TRIAD TO THE SUCCESSOR AGENCY

REAL PROPERTY SITUATE IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING PARCEL 401, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP FILED ON MARCH 13, 1987 IN BOOK 1 OF PARCEL MAPS, AT PAGE 59, SOLANO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 401,

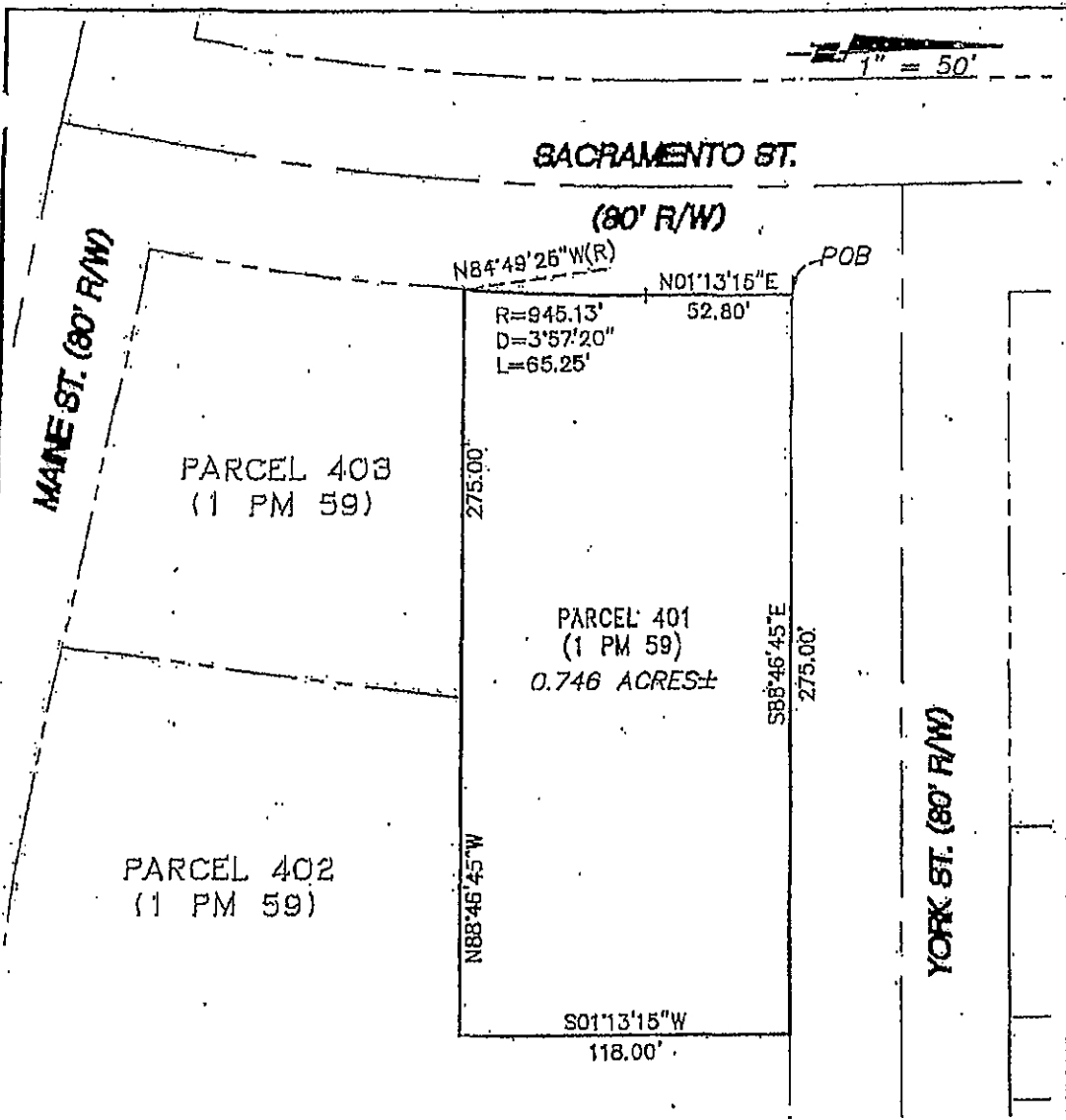
THENCE FROM SAID POINT OF BEGINNING, ALONG THE BOUNDARY OF SAID PARCEL 401 THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 88°46'45" EAST 275.00 FEET,
2. SOUTH 01°13'15" WEST 118.00 FEET,
3. NORTH 88°46'45" WEST 277.25 FEET,
4. NORTHERLY ALONG THE ARC OF A NON-TANGENT 945.13 FOOT RADIUS CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 84°49'25" WEST, THROUGH A CENTRAL ANGLE OF 03°57'20", AN ARC DISTANCE OF 66.25 FEET, AND
5. NORTH 01°13'15" EAST 52.80 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

AND CONTAINING 0.746 ACRE, MORE OR LESS.

END OF DESCRIPTION

DANA BAUMANN PLS 7438  
EXPIRES:03-31-06



3-DRAWN PLAT & TIE-INS - DOMINION PARCEL LINES

EXHIBIT "B"  
PARCEL 401  
FILED IN BOOK 1 OF PARCEL MAPS AT PAGE 59  
SOLANO COUNTY RECORDS

OCTOBER, 2003 SCALE: 1"=50'  
PREPARED BY:



CIVIL ENGINEERING • PLANNING SURVEYING  
1340 TREAT BLVD SUITE 130 PHONE: 925-932-4906  
WALNUT CREEK, CA 94596 FAX: 925-932-3519



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Quit Claim Deed dated \_\_\_\_\_, 2014, from Triad Downtown Vallejo, LLC, a California limited liability company, to the Successor Agency to the Redevelopment Agency of the City of Vallejo, a public body, corporate and politic ("**Successor Agency**"), is hereby accepted on behalf of the Successor Agency by its authorized signatory pursuant to authority conferred by Resolution No. \_\_\_\_\_, adopted by the Successor Agency on \_\_\_\_\_, 20\_\_ and that the Successor Agency consents to recordation of the Quit Claim Deed.

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Agency Secretary

# **EXHIBIT B-3**

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO:

City of Vallejo  
555 Santa Clara Street, Third Floor  
Vallejo, CA 94590  
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## QUIT CLAIM DEED

### RECITALS:

1. The former Redevelopment Agency of the City of Vallejo ("RDA") and Triad Downtown Vallejo, LLC, a California limited liability company ("Triad") entered into a Disposition and Development Agreement on October 28, 2005 ("DDA").
2. The DDA provided for Triad's acquisition and development of certain real property owned by the Vallejo Housing Authority ("**Housing Authority**"), located at APN 055-160-380 and 055-160-300, referenced as Parcel C in the DDA, and described in Exhibit A, attached hereto and incorporated herein by this reference ("Property").
3. The City of Vallejo ("City") and Triad entered into a Development Agreement on October 25, 2005 ("DA"), which was related to the DDA and involved the same real property as the DDA.
4. On February 23, 2011, Triad brought the action entitled *Triad Downtown Vallejo, LLC v. City of Vallejo, et. al.*, Case No. FCS037433 filed in the Solano County Superior Court ("Action") against the RDA and the City alleging that the RDA breached the DDA and that the City breached the DA.
5. On February 1, 2012, the RDA dissolved and was replaced by the Successor Agency to the Redevelopment Agency of the City of Vallejo ("Successor Agency").
6. The City, the Successor Agency, and Triad have entered into a Settlement Agreement ("Agreement") to resolve all claims relating to the Action, the DDA, the DA, and the Properties. The Agreement requires Triad to execute, acknowledge, and deliver to the Housing Authority this Quit Claim Deed in recordable form in order to convey all of Triad's rights, title, and interest in and to the Properties to the Housing Authority.

**NOW THEREFORE:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Triad does hereby remise, release and quitclaim to the Housing Authority, all right, title and interest held by Triad in the Property situated in Solano County, California, described in Exhibit A, attached hereto and incorporated herein by this reference.

The foregoing is undertaken for the purpose of canceling and terminating the DDA and the DA, as well as all other right, title and interest, whether legal or equitable, to the Properties held by Triad. A Memorandum of the DDA and the First Amendment to the DDA was recorded on July 26, 2006 as Instrument No. 200600093991, and a second Memorandum of the DDA and the First Amendment to the DDA was recorded on February 1, 2007, as Instrument No. 200700013335 in the Official Records of Solano County. The DA was recorded on March 31, 2006, as Instrument No. 200600040345 in the Official Records of Solano County.

Dated as of: \_\_\_\_\_, 2014

TRIAD DOWNTOWN VALLEJO, LLC, a  
California limited liability company

By: \_\_\_\_\_  
*[signature must be notarized]*  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
Notary Public, 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  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

EXHIBIT A  
PARCEL C LEGAL DESCRIPTION  
QUIT CLAIM DEED  
FROM TRIAD TO THE HOUSING AUTHORITY

REAL PROPERTY SITUATE IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING LOTS 1, 2, 3, 9, 10 AND 11, AND THE WEST 30.00 FEET OF LOT 12 IN BLOCK 281, AS SAID LOTS AND BLOCK ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP FILED ON SEPTEMBER 19, 1868 IN BOOK 1 OF MAPS AT PAGE 123, SOLANO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 9;

THENCE FROM SAID POINT OF BEGINNING, EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 281, SOUTH 88°46'45" EAST 180.34 FEET;

THENCE LEAVING THE BOUNDARY OF SAID BLOCK 281, SOUTH 01°13'15" WEST 164.31 FEET;

THENCE NORTH 88°46'45" WEST 30.00 FEET TO THE EAST LINE OF LOT 3 OF SAID BLOCK 281;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 3, SOUTH 01°13'15" WEST 150.00 FEET TO THE SOUTH LINE OF BLOCK 281;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID BLOCK, NORTH 88°46'45" WEST 150.00 FEET TO THE WEST LINE OF BLOCK 281;

THENCE, NORTHERLY ALONG SAID EAST LINE, NORTH 01°13'15" WEST 150.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

AND CONTAINING 1.198 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION

PAUL CANUMAY, LS 3272  
EXPIRES:06-30-07

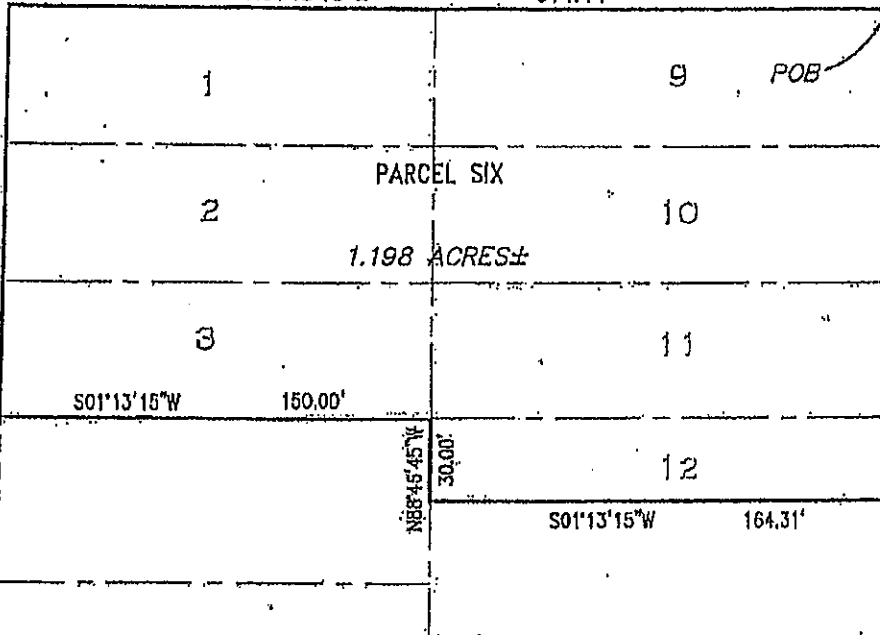
1" = 50'

SANTA CLARA ST. (80' R/W)

N01°13'15"E 314.44'

GEORGIA ST. (80' R/W)

N88°45'45"W 150.00'



180.34'

S88°45'45"E

N88°45'45"W 30.00'

S01°13'15"W 164.31'

S01°13'15"W 150.00'

PARCEL SIX

1.198 ACRES±

1

9

POB

2

10

3

11

12

BLOCK 281  
(1 M 123)

ADDRESS - 5-COPY PLAT & LEGAL - DO NOT REMOVE RECORDS

PREPARED BY:



CIVIL ENGINEERING • PLANNING SURVYING  
1340 TREAT BLVD SUITE 130 PHONE: 925-932-4906  
WALNUT CREEK, CA 94596 FAX: 925-932-3519

EXHIBIT "B"

A PORTION OF BLOCK 281  
OF THE OFFICIAL MAP OF THE CITY OF VALLEJO  
FILED IN BOOK 1 OF MAPS AT PAGE 123  
SOLANO COUNTY RECORDS

AUGUST 2005

SCALE: 1"=50'

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Quit Claim Deed dated \_\_\_\_\_, 2014, from Triad Downtown Vallejo, LLC, a California limited liability company, to the Vallejo Housing Authority, a public body, corporate and politic (“**Housing Authority**”), is hereby accepted on behalf of the Housing Authority by its authorized signatory pursuant to authority conferred by Resolution No. \_\_\_\_\_, adopted by the Housing Authority on \_\_\_\_\_, 20\_\_ and that the Housing Authority consents to recordation of the Quit Claim Deed.

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Agency Secretary