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DEPARTMENT OF  
PARKS AND RECREATION

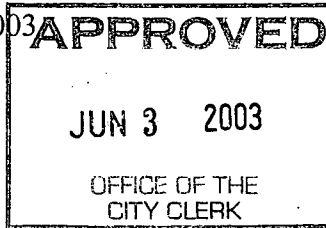
**CITY OF SACRAMENTO**  
CALIFORNIA

1231 I STREET, #400  
SACRAMENTO, CA  
95814-2997

PARK PLANNING, DESIGN  
AND DEVELOPMENT

(916) 264-8529  
FAX 264-8266

May 1, 2003



AG 2003-091

City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT: APPROVE A DONATION AGREEMENT WITH THE SILVA FAMILY FOR THE "WILLOW RANCHO LITTLE LEAGUE" SITE AND THE NAME "MANUEL SILVA PARK"**

**LOCATION AND COUNCIL DISTRICT:** 24<sup>th</sup> Street and 69<sup>th</sup> Avenue,  
Council District 8

**RECOMMENDATION:**

Staff recommends that the City Council, by resolution (p. 5&6):

- ▶ Approve the donation agreement between the Silva Family and the City of Sacramento accepting the Willow Rancho Little League site, and
- ▶ Approve the name "Manuel Silva Park" for the Willow Rancho Little League site.

**CONTACT PERSON:** JANET R. BAKER, PARK DEVELOPMENT MANAGER, 264-8234

**FOR COUNCIL MEETING OF:** June 3, 2003

**SUMMARY:**

During the 1970's the Willow Rancho Little League obtained the use of the property on the corner of 24<sup>th</sup> Street and 69<sup>th</sup> Avenue in the Airport/Meadowview area of the City of Sacramento. The grant that allowed use of the property stated that the continued use of the property was for "the Little League and for no other purpose." The site has fallen into disrepair, as the Willow Rancho Little League no longer provides recreational opportunities and has ceased operations. The Silva family is now willing to donate the property to the City of Sacramento, with the stipulation that the site be maintained as a youth baseball complex. Staff recommends that the City Council approve the donation agreement and approve the name "Manuel Silva Park" for the site.



*Optimize the Experience of Living!*

Approve the Donation Agreement for the Willow Rancho Site & Name "Manuel Silva Park"  
City Council  
June 3, 2003  
Page 2

**COMMITTEE/COMMISSION ACTION:**

The Citizen's Advisory Committee (CAC) for Parks and Recreation approved staff's recommendation at its March 6, 2003 meeting.

**BACKGROUND INFORMATION:**

In the 1970's the Willow Rancho Little League obtained the use of a 3.17 acre site at the southeast corner of 24<sup>th</sup> Street and 69<sup>th</sup> Avenue from the Silva Family as a site for its youth baseball operations (Exhibit A, p. 7). The grant of land made contingent upon the continued use of the property for the "Little League and no other purpose." The deed to the property was in the name of Willow Rancho Little League. That non-profit corporation no

The Willow Rancho Little League continued to operate through the 1970's and 1980's but has now ceased operations and no longer provides recreational baseball opportunities at the Willow Rancho Little League Site. Thus, the property has fallen into disrepair. It is currently overgrown and blighted. The City of Sacramento receives complaints of code violations on the property, including illegal dumping and fires being set on the property. There are also rundown dugouts and fencing remaining from the Little League which need to be demolished and eventually rebuilt.

Under the terms of the conveyance to the Willow Rancho Little League, the land was to revert to the Silvas if and when it was no longer used for Little League baseball. Mrs. Silva passed away in 1982, and in her will, she bequeathed her interest in the Little League property to seven heirs. Since that time, at least one of the original seven heirs has passed away.

Pursuant to the donation agreement, six of the seven heirs, or their successors, are proposing to donate their interests in the Little League property to the City for use for youth baseball, subject to the conditions that the property be devoted to use for youth baseball and that the field be names in the memory of Manuel Silva, who contributed great time and energy to promoting Little League in the Sacramento area.

As noted above, six of the seven heirs, or their successors, have agreed to donate their interest in the property to the City, subject to the conditions described above. Efforts have been made to acquire the interest of the seventh heir, or her successors, so far with no success.

The City Attorney's Office advises that the nature of the interest of the heirs in the Little League property is a "reversionary interest<sup>1</sup>." The City Attorney further advises that, given the absence of

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<sup>1</sup> A reversionary interest in real property is one that exits or commences when a condition of use of property contained in a deed of conveyance is no longer satisfied or ceases, upon which the property is to revert to the original owner or someone designated by the original owner. To establish that a person owns or has rights to use of real property by virtue of a reversionary interest, it is common for that person to initiate a "quiet title" legal action to have the court declare that he/she owns the property.

Approve the Donation Agreement for the Willow Rancho Site & Name "Manuel Silva Park"  
City Council  
June 3, 2003  
Page 3

consent by the last heir or her successors , the uncertainty as to the existence of additional heirs of claimants, the fact that the property owned by a now-defunct non-profit corporation and, finally, the fact that the interests being conveyed to the City are reversionary interests, legal action will be required to establish the City's interest in the Little League property. The legal action will likely take the form of a quiet title action, a declaratory relief action, an eminent domain action, or all of the foregoing, against the seventh heir (and any potential heirs revealed pursuant to a title, asset or ancestor search) and the defunct Little League non-profit corporation. Pending the resolution of such litigation, the City Attorney advises that the City should probably refrain from making major or significant improvements to the property. Depending on the nature of the proceedings and the existence of any active parties in the litigation, the proceedings could take from six months to several years.

Staff recommends that the City Council, by resolution, approve the donation agreement between the City of Sacramento and the Silva Family for the Willow Rancho Little League Site and approve the name "Manuel Silva Park" for the site.

**FINANCIAL CONSIDERATIONS:**

The Sacramento Housing and Redevelopment Agency has allocated funding of \$80,000 to pay for master planning and clearing the site. Grants may be available in the future to rebuild this facility. The project is currently in the Parks and Recreation Programming Guide. The Little League property is subject to a number of tax, assessment and other recorded liens, the current amount which is estimated to be \$9,000. As a condition of the donation agreement and the City's acquisition of title to the property, the City will be required to satisfy these liens. The City will be using a portion of the \$80,000 to cover these costs.

The cost of maintenance for this site, when it is fully rehabilitated will be approximately \$25,360 annually. Staff will work with the youth sports field users to develop a volunteer maintenance plan for the complex before it is development. There may be additional costs associated with clearing the site of nuisance/ safety issues.

Staff will work with area little league and girl's softball organizations to develop a reuse plan.

**ENVIRONMENTAL CONSIDERATIONS:**

The Planning and Building Department, Environmental Planning Services has determined that the project, as proposed, is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15312 of the CEQA Guidelines because the project involves the replacement of an existing facility where the new facility will be located on the same site as the facility being replaced and will have substantially the same purpose as the facility being replaced.

Approve the Donation Agreement for the Willow Rancho Site & Name "Manuel Silva Park"  
City Council  
June 3, 2003  
Page 4

**POLICY CONSIDERATIONS:**

The acceptance of the Willow Rancho Little League site is consistent with the City Council's goal to expand park and recreational opportunities.

**ESBD CONSIDERATIONS:**

The selection of Landscape Architect consultants and contractors for this project will follow City established guidelines for inclusion of ESBD firm.

Respectfully Submitted,



ROBERT G. OVERSTREET,  
Director of Parks and Recreation

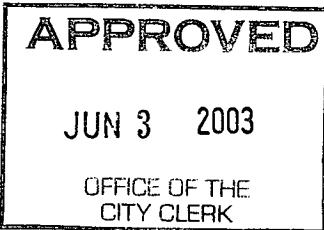
Recommendation Approved,



ROBERT P. THOMAS  
City Manager

Table of Contents:

- 1) Resolution, p. 5&6
- 2) Exhibit A, Area Map, p. 7



RESOLUTION NO. 2003-343

ADOPTED BY THE SACRAMENTO CITY COUNCIL  
ON DATE OF \_\_\_\_\_

A RESOLUTION APPROVING THE DONATION AGREEMENT BETWEEN THE SILVA FAMILY AND THE CITY OF SACRAMENTO FOR THE "WILLOW RANCHO LITTLE LEAGUE" SITE, THE NAME "MANUEL SILVA PARK" FOR THE SITE AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ADDITIONAL ACTIONS TO OBTAIN CLEAR TITLE TO THE PROPERTY

WHEREAS: The City of Sacramento may obtain real property for park purposes by any appropriate means, including donation.

WHEREAS: The City desires to obtain additional park property and facilities in the Airport/Meadowview area of the City.

WHEREAS: The Willow Rancho Little League site has been historically used for recreational purposes and has served the surrounding neighborhoods for many years and there is a continuing need for the recreational services formerly conducted on the property.

WHEREAS: Certain members of the Silva family have agreed to donate their reversionary interests in the Willow Rancho Little League site to the City.

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:**

- 1. The donation agreement between the City of Sacramento and the Silva family for the "Willow Rancho Little League Site" ("property") is approved and the City Manager is authorized to execute the agreement and take such other actions as are required to obtain the reversionary interests in the property that are the subject of that agreement.

\_\_\_\_\_

**FOR CITY CLERK USE ONLY**

Resolution No.: \_\_\_\_\_

Date Adopted: \_\_\_\_\_

5

2. The City Manger is authorized to pay and satisfy any existing liens on the property, the removal of which is necessary to the City's acquisition of clear and marketable title to the property.
3. The request to name the property "Manuel Silva Park" is approved.
4. Permanent improvements to the property shall not be constructed or installed until such time as the City has perfected a fee interest in the property. Pending the perfection of the City's fee interest in the property, work on the property shall entail only that which is necessary to eliminate or control weeds and other fire dangers, to remove or eliminate any potential hazards and to prevent the property from remaining or becoming a blight on the surrounding neighborhood.
5. The City Attorney is directed to take what actions are necessary to investigate and ascertain the most appropriate course of action for perfecting the City's fee interest in the property. Should the City Attorney determine that litigation is necessary, this matter shall be brought back to the City Council for authorization to proceed.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

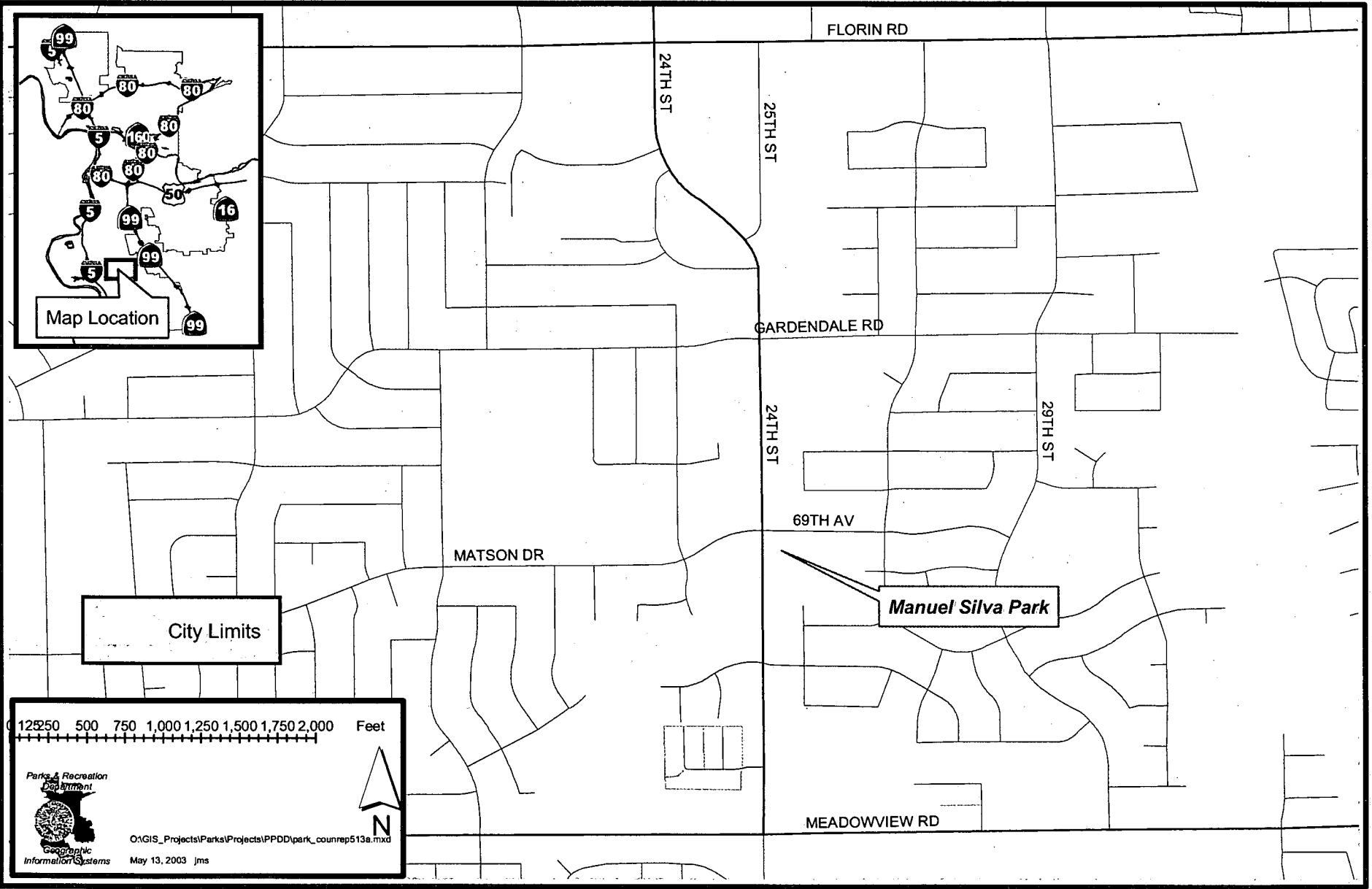
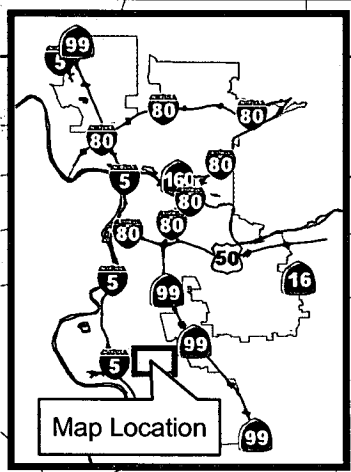
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**FOR CITY CLERK USE ONLY**

Resolution No.: \_\_\_\_\_

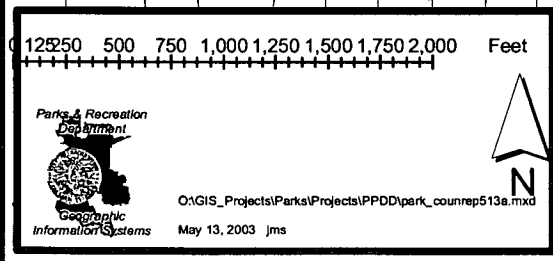
Date Adopted: \_\_\_\_\_



**City of Sacramento**  
**Department of Parks and Recreation**  
 Manuel Silva Park



City Limits



Sheet A

7



3.2

3/10 3/15

DEPARTMENT OF  
PARKS AND RECREATION

**CITY OF SACRAMENTO**  
CALIFORNIA

1231 I STREET, #400  
SACRAMENTO, CA  
95814-2997

PARK PLANNING, DESIGN  
AND DEVELOPMENT DIVISION

(916) 264-8529  
FAX 264-8266

March 26, 2003

City Council  
Sacramento, California

CONTINUED  
FROM 4/8/03  
TO 4/22/03 5-20-03  
MR. [Signature]

Honorable Members in Session:

**SUBJECT: APPROVE A DONATION AGREEMENT WITH THE SILVA FAMILY  
FOR THE "WILLOW RANCHO LITTLE LEAGUE" SITE AND THE  
NAME "MANUEL SILVA PARK"**

**LOCATION AND COUNCIL DISTRICT:** 24<sup>th</sup> Street and 69<sup>th</sup> Avenue,  
Council District 8

**RECOMMENDATION:**

Staff recommends that the City Council, by resolution (p. 4):

- ▶ Approve the donation agreement between the Silva Family and the City of Sacramento accepting the Willow Rancho Little League site, and
- ▶ Approve the name "Manuel Silva Park" for the Willow Rancho Little League site.

**CONTACT PERSON:** JANET R. BAKER, PARK DEVELOPMENT MANAGER, 264-8234

**FOR COUNCIL MEETING OF:** April 8, 2003

**SUMMARY:**

During the 1970's the Willow Rancho Little League obtained the use of the property on the corner of 24<sup>th</sup> Street and 69<sup>th</sup> Avenue in the Airport/Meadowview area of the City of Sacramento. The grant that allowed use of the property stated that the continued use of the property was for "the Little League and for no other purpose." The site has fallen into disrepair, as the Willow Rancho Little League no longer provides recreational opportunities and has ceased operations. The Silva family is now willing to donate the property to the City of Sacramento, with the stipulation that the site be maintained as a youth baseball complex. Staff recommends that the City Council approve the donation agreement and approve the name "Manuel Silva Park" for the site.



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1

**COMMITTEE/COMMISSION ACTION:**

The Citizen's Advisory Committee (CAC) for Parks and Recreation approved staff's recommendation at its March 6, 2003 meeting.

**BACKGROUND INFORMATION:**

In the 1970's the Willow Rancho Little League obtained the use of a 3.17 acre site at the southeast corner of 24<sup>th</sup> Street and 69<sup>th</sup> Avenue from the Silva Family as a site for its youth baseball operations. The grant of land made contingent upon the continued use of the property for the "Little League and no other purpose."

The Willow Rancho Little League continued to operate through the 1970's and 1980's but has now ceased operations and no longer provides recreational baseball opportunities at the Willow Rancho Little League Site. Thus, the property has fallen into disrepair. It is currently overgrown and blighted. The City of Sacramento receives complaints of code violations on the property, including illegal dumping and fires being set on the property. There are also rundown dugouts and fencing remaining from the Little League which need to be demolished and eventually rebuilt.

The Silva family trust would like to donate the property to the City of Sacramento with the guarantee that the site be used for youth baseball and named in memory of Manuel Silva who contributed great time and energy to promoting little league in the Sacramento area. Staff is still attempting to locate one of the seven heirs. If staff is unable to find the additional heir, additional actions will be required which may cause a delay and result in additional costs.

Staff recommends that the City Council, by resolution, approve the donation agreement between the City of Sacramento and the Silva Family for the Willow Rancho Little League Site and approve the name "Manuel Silva Park" for the site.

**FINANCIAL CONSIDERATIONS:**

The Sacramento Housing and Redevelopment Agency has allocated funding of \$80,000 to pay for master planning and clearing the site. Grants may be available in the future to rebuild this facility. The project is currently in the Parks and Recreation Programming Guide.

The cost of maintenance for this site, when it is fully rehabilitated will be approximately \$25,360 annually. Staff will work with the youth sports field users to develop a volunteer maintenance plan for the complex before it is development.

Staff will work with area little league and girl's softball organizations to develop a reuse plan.

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Approve the Donation Agreement for the Willow Rancho Site & Name "Manuel Silva Park"  
City Council  
April 15, 2003  
Page 3

**ENVIRONMENTAL CONSIDERATIONS:**

The Planning and Building Department, Environmental Planning Services has determined that the project, as proposed, is exempt from the requirements of the California Environmental Quality Act

(CEQA), pursuant to Section 15312 of the CEQA Guidelines because the project involves the replacement of an existing facility where the new facility will be located on the same site as the facility being replaced and will have substantially the same purpose as the facility being replaced.

**POLICY CONSIDERATIONS:**

The acceptance of the Willow Rancho Little League site is consistent with the City Council's goal to expand park and recreational opportunities.

**ESBD CONSIDERATIONS:**

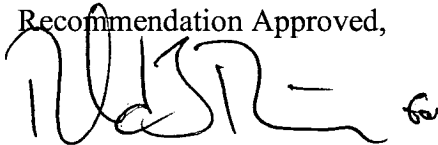
The selection of Landscape Architect consultants and contractors for this project will follow City established guidelines for inclusion of ESBD firm.

Respectfully Submitted,



ROBERT G. OVERSTREET,  
Director of Parks and Recreation

Recommendation Approved,



ROBERT P. THOMAS  
City Manager

Table of Contents:  
1) Resolution, p. 4

**RESOLUTION NO.**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

**APPROVE THE DONATION AGREEMENT BETWEEN THE SILVA FAMILY AND THE CITY OF SACRAMENTO FOR THE "WILLOW RANCHO LITTLE LEAGUE" SITE AND THE NAME "MANUEL SILVA PARK" FOR THE SITE**

The City Council of the City of Sacramento hereby;

1. Approves the donation agreement between the City of Sacramento and the Silva Family for the "Willow Rancho Little League Site," and
2. Approves the name "Manuel Silva Park" for the site.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
**FOR CITY CLERK USE ONLY**

Resolution No.: \_\_\_\_\_

Date Adopted: \_\_\_\_\_

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DEPARTMENT OF PUBLIC WORKS  
REAL ESTATE SERVICES  
1231 I STREET, ROOM 300  
SACRAMENTO, CA 95814  
(916) 264-7113 PHONE  
(916) 264-8250 FAX

## LETTER OF TRANSMITTAL

TO: Lina Resurreccion	DATE: 4/2/2003
ATTENTION:	PROJECT INFORMATION: WILLOW RANCHO DONATION AGREEMENT

WE ARE SENDING YOU  ATTACHED  under separate cover via \_\_\_\_\_  
the following information/items:

COPIES	DESCRIPTION
1	DONATION AGREEMENT

THESE ARE TRANSMITTED as checked below:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted           | <input type="checkbox"/> Reviewed-no additional comments   |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted               | <input type="checkbox"/> Reviewed, see additional comments |
| <input type="checkbox"/> As requested            | <input type="checkbox"/> Returned for Corrections        | <input type="checkbox"/> Return _____ corrected prints     |
| <input type="checkbox"/> For review/comment      | <input type="checkbox"/> _____ copies retained for files | <input type="checkbox"/> Sign and return                   |

Remarks: Lina: The agreement attached is for a consent item scheduled for April 8, 2003 concerning a donation of land by the Silva family to the City, formerly the Willow Rancho Little League Field. Janet Baker in Parks prepared the Council report for this item. If questions, please contact Janet directly at ext. 8234. The agreement was prepared and approved as to form by John Luebberke in the City Attorney's office. Unfortunately, only one copy was signed by the family members since they reside in different cities. Please note that one of the heirs, Karen Lynn Silva, did not sign the agreement. This is not a mistake; rather, she opted not to sign. After close of escrow, City will likely have to pursue her interest through legal proceedings. Thanks for your help. Hope all is well. Rhonda Lake, ext. 7902.

2001 DEC 15

**DONATION AGREEMENT**

This DONATION AGREEMENT (the "Agreement") dated December 1, 2001 for reference purposes only (the "Effective Date") is by and between the devisees of Mary R. Silva (hereafter, collectively referred to as the "Donors") and The City of Sacramento, a charter municipal corporation (the "City").

**RECITALS**

A. The Donors own a reversion and right of reverter (power of termination) interest in certain real property located in Sacramento County, California, commonly known as Willow Rancho Little League Field (APN 049-0151-006), which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land").

B. Donors desire to donate to the City, and the City desires to accept the donation from Donors of, all of Donors' right, title and interest in and to the Land, together with all rights, privileges, easements and appurtenances benefiting such Land including, without limitation, all mineral and water rights and all easements, rights-of-way and other appurtenances used in or connected with the beneficial use of such Land, on the terms and conditions set forth in this Agreement.

C. Upon the donation to the City of the Land, the City intends to use the Land for, but not limited to, a baseball or softball facility and name the facility after Mr. Manuel Silva.

**AGREEMENTS**

NOW, THEREFORE, in consideration for the covenants and promises set forth herein, the parties hereto agree as follows:

1. Donation of the Land. On the terms and conditions set forth in this Agreement, the Donors shall donate to the City, and the City shall accept the donation from Donors, of all such Donors' right, title and interest in and to the Land (the "Donation"). Donors expressly acknowledge and agree that, upon conveyance of the Land to the City pursuant to this Donation Agreement, Donors shall not retain any reversionary rights with respect to the Land.

2. Conditions Precedent to Donation of the Land. The obligations of the Donors to donate the Land and the City's willingness to accept the Donation are subject to satisfaction of all of the following conditions precedent:

(a) Representations and Warranties. The representations and Warranties of the parties contained in Sections 8 and 9 of this Agreement shall be true on, and as of,

the Closing Date in all material respects as though such representations and warranties were made on, and as of, such date.

(b) City Council Approval. The City Council of the City shall have duly and finally approved the Donation and shall have duly authorized the execution, delivery and performance of the Agreement by an authorized representative of the City.

3. Acknowledgments and Covenants of the City. The City hereby expressly acknowledges, conveys and agrees as follows:

(a) No Consideration. The City has given no consideration, direct or indirect, to the Donors for the donation, and the Donors have not received any consideration, direct or indirect, from the City for the Donation.

(b) Authorized Purposes. The City's use of the Land shall be exclusively for public purposes; provided, however, that nothing in the Agreement shall be construed so as to prevent the City from transferring, conveying or otherwise disposing of the Land, in whole or in part, or engaging in a new or different use thereof.

(c) Reporting Requirements. The City shall cooperate with the Donors in complying with any state or federal reporting requirements applicable to the Donation. By way of example and not by way of limitation, at Donors' request, the City shall complete and provide to Donors Internal Revenue Service Form No. 8283 with respect to Donors' Donation of the Land to the City.

4. Closing.

(a) Escrow. The parties shall open an escrow with an escrow agent chosen by City (the "Escrow Holder"), for the purpose of closing Donors' Donation and conveyance of the Land to the City. City shall promptly notify the Donors regarding the name, address and phone number of the Escrow Holder when that person has been chosen.

(b) Escrow Instructions. Each party hereto shall promptly, upon request, provide Escrow Holder with escrow instructions that shall incorporate the terms of and be consistent with this Agreement, and shall provide that if there is any inconsistency between the terms of the Agreement and such escrow instructions, the terms of this Agreement shall prevail and control.

(c) Closing. The closing (the "Closing") of the Donation shall occur at the time that all of the fully-executed documents and funds described in Sections 4(d) and 4(e) have been delivered to Escrow Holder. The Closing shall take place not later than five (5) days after the date that all of the conditions precedent set forth in Section 2 of this Agreement have been satisfied, and in any event on or before April 1, 2002 unless such date is extended in writing by the parties hereto (the "Closing Date"). If the parties are otherwise in compliance with the terms of this Agreement but the conditions precedent have not been satisfied by the date set forth in the

preceding sentence, this Agreement shall terminate unless otherwise agreed by the parties hereto.

(d) Documents to be Delivered by Donors. Not later than one (1) business day before the Closing Date, Donors shall deliver to Escrow Holder (i) a gift deed in recordable form duly executed by Donors, conveying all of such Donors' right, title and interest in and to the Land, (ii) a certificate signed by Donors confirming the accuracy as of the Closing Date of the representations and warranties set forth in Section 8.

(e) Funds to be Delivered by the City. Not later than one (1) business day before the Closing Date, the City shall deliver or cause to be delivered to Escrow Holder in cash or in immediately available funds, the amount equal to any costs chargeable to the City under this Agreement.

(f) Prorations and Fees. The City shall pay all escrow fees and closing costs. The City shall pay for the title insurance policy as specified in the Agreement. City shall pay all real property taxes and assessments for the Land that are due and owing on the Closing Date.

5. Title. The Donors covenant and agree (and it shall be a condition to the Closing) that between the Effective Date and the Closing, such Donors will not, except as provided in this Agreement, cause the condition of the title to the Land to be impaired in any manner not existing as of the date of this Agreement. Subject to the foregoing, any liens, encumbrances, encroachments, easements, restrictions, conditions, covenants, rights, rights-of-way or other matters which appear of record or are revealed after the date of this agreement shall be subject to the City's written approval.

6. Title Insurance. The City shall be responsible for any title insurance it requires in connection with acceptance of the Donation.

7. As-Is. The City acknowledges that it has conducted an independent investigation of the Land and is satisfied with the location, physical and legal condition (including without limitation entitlements and other restrictions on permitted uses of the Land), quality, quantity and state of repair of the Property in all respects and has determined that the same is acceptable to the City "AS-IS WITH ALL FAULTS" and the City acknowledges that, except as otherwise expressly set forth herein, the City is acquiring the Land in such "AS-IS" condition solely in reliance on its own inspections and examination, and its own evaluation of the Land. The representations and warranties set forth in Section 8 of the Agreement constitute the sole and exclusive representations and warranties of Donors in connection with the transactions contemplated by this Agreement. There are no representations, warranties, covenants, understandings or agreements among the parties to this Agreement regarding the Land to the City, as contemplated by this Agreement, other than those expressly incorporated in this Agreement. Except for the representations and warranties expressly set forth in Section 8 of the Agreement, the City disclaims reliance on any representations or warranties, either express or implied, by any Donors or any of their representatives or agents.

8. Donors' Representations and Warranties. Donors, jointly and severally, make the following representations and warranties to the City:

(a) Power and Authority. The Donors have all requisite power and authority to enter into this Agreement and to perform the transaction contemplated by this Agreement.

(b) Execution and Delivery. The Donors have duly executed and delivered this Agreement, and, upon the due execution and delivery of the Agreement by the City, this Agreement shall constitute the legal, valid and binding obligations of the Donors.

(c) Threatened or Pending Litigation. To the best of Donors' knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Land, or any portion thereof, or pending or threatened against any Donors which could affect any Donors' title to the Land, or any portion thereof, affect the value of the Land, or any portion thereof, or subject an owner of the Land, or any portion thereof, to liability, and no Donor is in default of any obligation under any mortgage or deed of trust affecting the Land.

(d) No Conflicts. Neither this Agreement nor the donation of the Land pursuant to this Agreement shall constitute a breach or default under any agreement to which any Donor is bound and/or which the Land is subject, including any deed of trust and/or mortgage.

(e) Environmental Matters. The Donors acknowledge that to the best of their knowledge, there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance on the Land or any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Land. To Donors knowledge no Hazardous Substance is now or ever has been stored on the Land in underground tanks, pits or surface impoundment's nor is there any electrical transformer or other electrical equipment containing PCBs on the Land. For purposes of this Agreement, "Hazardous Substance" means any substance which is (a) defined as a hazardous substance waste, pollutant or contaminated under any Environmental Law (as defined below), (b) a petroleum hydrocarbon, including crude oil or any fraction thereof, (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or reproductive toxicant, (d) regulated pursuant to any Environmental Law, or (e) any pesticide regulated under state or Federal law. For purposes of the Agreement, "Environmental Law(s)" means each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each agency or other governmental authority, pertaining to the protection of human health and safety or the environment.

9. The City's Representations and Warranties. The City makes the following representations and warranties to the Donors as follows:

(a) Organization: Power and Authority. The City is a charter corporation, duly organized and validly existing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder.

(b) Execution and Delivery. An authorized representative of the City has duly executed and delivered this Agreement on behalf of the City, and, upon the due

execution and delivery of this Agreement by the Donors, this Agreement shall constitute the legal, valid and binding obligations of the City.

(c) No Conflicts. The City's execution, delivery and performance of its obligations under this Agreement will not result in the violation of, or default under, any term or provision of the City's Charter or any indenture, deed of trust, mortgage or other agreement to which the City is a party or by which the City is bound, nor shall this Agreement or the transactions contemplated hereby result in the violation of any statute, law, judgment, document, instrument, governmental permit or license, decree or court order, rule or regulation applicable to the City or any of the Subject Property. To the best of the City's knowledge, no consent or approval by, notice to or registration with any governmental authority is required on the part of the City prior to the execution and delivery by the City of this Agreement or the consummation by the City of any of the transactions contemplated hereby.

(d) Threatened or Pending Litigation. There is no litigation, or governmental or agency investigation or governmental or agency proceeding pending, nor, to the best of the City's knowledge, threatened against the City which would impair or adversely affect the City's ability to perform its' obligations under this Agreement.

(e) Intended Use. The City intends to use the Land for a baseball or softball facility and name the facility after Mr. Manuel Silva.

10. Indemnification.

(a) The Donors shall indemnify, defend and hold harmless the City and its successors, agents, assigns, officers, directors, employees and other representatives from and against any and all expenses, claims, causes of action, losses, damages or other liabilities including, without limitation, reasonable attorney's fees and costs, arising from or incurred as a result of any misrepresentation or breach of any warranty by the Donors, whether such breach is discovered before or after the Closing.

(b) The City shall indemnify, defend and hold harmless the Donors and their respective successors, agents, assigns, officers, directors, employees and other representatives from and against any and all expenses, claims, causes of action, losses, damages or other liabilities including, without limitation, reasonable attorneys' fees and costs, arising from or incurred as a result of (i) any misrepresentation or breach of any warranty by the City, whether such breach is discovered before or after Closing, and (ii) the City's ownership or operation of the property from and after the Closing Date.

11. Survival of Representations and Warranties and Indemnity Obligations. The representations and warranties of Donors and the City shall survive for a period of one (1) year after the Closing. The obligations of the parties under Sections 10(a) and 10(b) shall survive the Closing.

12. Expenses. Except as otherwise expressly provided in this Agreement, each of the parties hereto shall pay all costs and expenses incurred or to be incurred by it in negotiating and

preparing this Agreement and in carrying out the transactions contemplated by this Agreement. Each party shall pay such party's respective attorneys' fees incurred in connection with the transactions contemplated by this Agreement.

13. Binding on Successors. Each provision of this Agreement shall be binding on and inure to the benefit of the parties hereto and upon their respective heirs, executors, administrators, successors and permitted assigns.

14. Attorneys Fees. If any party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees incurred in bringing such suit or arbitration and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action or arbitration is prosecuted to judgment. Any judgment or order entered in such action or arbitration shall contain a specific provision providing for the recovery of attorneys' and expert' fees and costs incurred in enforcing such judgment. For purposes of this section, attorneys' and experts' fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions and collection actions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

15. Notice. All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (i) when hand delivered to the other party; or (ii) when received when sent by telex or facsimile at the address and number set forth below (provided that any notice given by telex or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p. m. (recipient's time) or on a nonbusiness day); or (iii) three (3) business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (iv) the next business day after have been deposited with a national; overnight delivery service reasonably approved by the parties (Federal Express and DHL Worldwide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider:

To Donors: Rita A. Zenkus  
1869 Baron Ct.  
Yuba City, CA 95991

To the City: Real Estate Services - City of Sacramento  
915 I Street, Room 301  
Sacramento, California 95814  
Attn: Real Property Supervisor

Tel: (916) 264-5055  
Fax: (916) 264-8250

With a copy to:

City Attorney's Office  
980 Ninth Street, 10<sup>th</sup> Floor  
Sacramento, California 95814  
Attn: William P. Carnazzo  
Chief Assistant City Attorney  
Tel: (916) 264-5346  
Fax: (916) 264-7455

Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 16, and that any person to be given notice actually receives such notice. A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section 16 by giving the other party written notice of the new address in the manner set forth above.

16. Entire Agreement; Modification: Waiver. This Agreement and any agreement, document or instrument referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the parties making the waiver.

17. Applicable Law; Venue. This agreement shall be construed and enforced in accordance with the laws of the State of California and venue for any action relating to this Agreement shall be in Sacramento County, California.

18. Time. Time is of the essence of each provision of this Agreement.

19. Further Assurances. The parties hereto shall execute such additional documents and take such additional actions, which are consistent with this Agreement and reasonably necessary to carry out the provisions of this Agreement.

20. No Third Party Beneficiaries. This Agreement has been made and is made solely for the benefit of the party's hereto and their respective successors and permitted assigns. Nothing in the Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and

permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

21. Drafting. The parties to this Agreement agree that this Agreement is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Agreement waives the effect of such statute.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as set forth below.

Donors:

**CITY OF SACRAMENTO**, a municipal corporation

\_\_\_\_\_  
Karen Lynn Silva

Date:

By: \_\_\_\_\_  
City Manager

*Rita A. Zenkus*  
\_\_\_\_\_  
Rita A. Zenkus

Date: \_\_\_\_\_

Date: *April 1, 02*

ATTEST:

*Marie D. Fitch*  
\_\_\_\_\_  
Marie D. Fitch

By: \_\_\_\_\_  
City Clerk

Date:

RECOMMENDED FOR APPROVAL:

X *Edith A. Meredith*  
\_\_\_\_\_  
Edith A. Meredith

BY: *Bruce J. Allen*  
\_\_\_\_\_  
Real Property Supervisor

Date: *4-01-02*

APPROVED AS TO FORM:

*Martha J. Bivens*  
\_\_\_\_\_  
Martha J. Bivens

BY: *[Signature]*  
\_\_\_\_\_  
Deputy City Attorney

Date: 2-22-02

James F. Silva  
James F. Silva

Date:

Bernadine King  
Bernadine May King

Date: 4-1-02

Rosary Theresa Jensen  
Rosary Theresa Jensen

Date: 4-1-02

Philomena Gertrude McGee  
Philomena Gertrude McGee

Date: 3-30-02

**\*Note:** If the Owner is a corporation, the following two signatures are required: (1) the first signature by either the Chairman of the Board, the President or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.

**Attach Notary Certification(s).**

## EXHIBIT "A"

## PARCEL NO. 1:

All that portion of the South one-half of Section 6, Township 7 North, Range 5 East, M.D.B.&M., described as follows:

Beginning at a point of the East line of 24th Street, formerly 24th Street Road, from which the Southwest corner of Meadowview Terrace Unit No. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on August 11, 1959, in Book 56 of Maps, map No. 11, bears the following two (2) courses and distances: (1) North  $89^{\circ}01'20''$  West 40.00 feet and (2) North  $00^{\circ}00'50''$  West 128.00 feet measured along the East line of said 24th Street; thence from said point of beginning South  $89^{\circ}01'20''$  East 265.00 feet; thence South  $55^{\circ}01'20''$  East 221.72 feet; thence South  $00^{\circ}00'50''$  East 210.00 feet; thence North  $89^{\circ}01'20''$  West 446.66 feet to the East line of said 24th Street; thence North  $00^{\circ}00'50''$  West 334.00 feet along the East line of said 24th Street to the point of beginning.

EXCEPTING THEREFROM that certain reversionary interest and right of reverter as set out in the deed from Mary Silva, a widow, dealing with her separate property to Willow Rancho Little League, a California corporation, dated November 27, 1973, recorded February 1, 1974, in book 740201 of Official Records, page 376.

## PARCEL NO. 2:

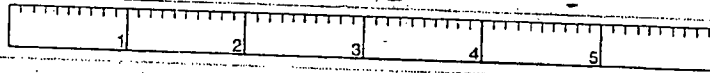
That certain reversionary interest and right of reverter as set out in the deed from Mary Silva, a widow, dealing with her separate property to Willow Rancho Little League, a California corporation, dated November 27, 1973, recorded February 1, 1974, in book 740201 of Official Records, page 376, in that portion of the South one-half of Section 6, Township 7 North, Range 5 East, M.D.B.&M., described as follows:

Beginning at a point of the East line of 24th Street, formerly 24th Street Road, from which the Southwest corner of Meadowview Terrace Unit No. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on August 11, 1959, in Book 56 of Maps, map No. 11, bears the following two (2) courses and distances: (1) North  $89^{\circ}01'20''$  West 40.00 feet and (2) North  $00^{\circ}00'50''$  West 128.00 feet measured along the East line of said 24th Street; thence from said point of beginning South  $89^{\circ}01'20''$  East 265.00 feet; thence South  $55^{\circ}01'20''$  East 221.72 feet; thence South  $00^{\circ}00'50''$  East 210.00 feet; thence North  $89^{\circ}01'20''$  West 446.66 feet to the East line of said 24th Street; thence North  $00^{\circ}00'50''$  West 334.00 feet along the East line of said 24th Street to the point of beginning.

Assessors Parcel No.: 049-0151-006

EXHIBIT "A-1"

SCALE IN 1/10 OF AN INCH



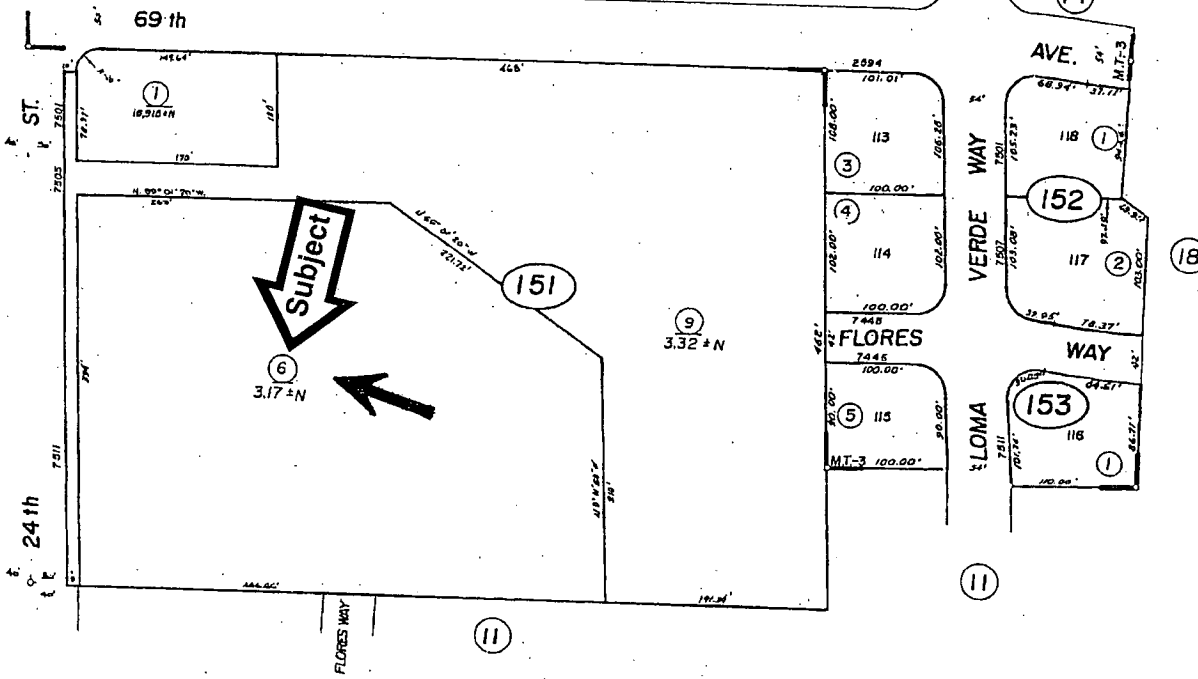
1-800-345-7334

POR. MEADOWVIEW TER. UNIT 3 & S. 1/2 SEC. 6, T.7N., R.5E., M. D. B. & M.

Tax Area Code

49-15

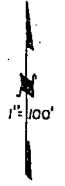
Bk. 48



The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

CITY OF SACRAMENTO  
Assessor's Map Bk. 49 -Pg. 15  
County of Sacramento, Calif.

NOTE—Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.



**RESOLUTION NO.**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

**APPROVE THE DONATION AGREEMENT BETWEEN THE SILVA FAMILY AND THE CITY OF SACRAMENTO FOR THE "WILLOW RANCHO LITTLE LEAGUE" SITE AND THE NAME "MANUEL SILVA PARK" FOR THE SITE**

The City Council of the City of Sacramento hereby;

1. Approves the donation agreement between the City of Sacramento and the Silva Family for the "Willow Rancho Little League Site," and
2. Approves the name "Manuel Silva Park" for the site.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

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**FOR CITY CLERK USE ONLY**

Resolution No.: \_\_\_\_\_

Date Adopted: \_\_\_\_\_

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

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\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

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**FOR CITY CLERK USE ONLY**

Resolution No.: \_\_\_\_\_

Date Adopted: \_\_\_\_\_