

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Sonora
City Hall
94 N. Washington Street
Sonora, CA 95370
Attn: City Clerk

No recording fee per Gov. Code §§ 6103, 27383

APNs / ADDRESS: 056-106-004 (956 Oregon Street, Sonora, CA);
Portion of APN 056-108-015
(collectively referred to as the "Property", as further described in
Exhibit A attached hereto)

PROJECT: 956 Oregon Street Project (as approved by City Council Resolution
No. 06-17-2024-A on June 17, 2024) (the "Project")

**VACATION AGREEMENT FOR RIGHT-OF-WAY
CITY OF SONORA**

The CITY OF SONORA, a California municipal corporation ("City"), and the WILLIAM CANNING AND MARGARET LEE TRUST ("Applicant"), for valuable consideration and in exchange of the mutual covenants set forth below, hereby agree that the following terms and conditions shall apply to the vacation of the right-of-way area (as described in the vacation application filed by Applicant with the City on May 16, 2024):

1. TUOLUMNE UTILITIES DISTRICT. The Tuolumne Utilities District ("TUD") has notified City that it has utility facilities in the right-of-way area being vacated by City. The necessary easements for the benefit of TUD shall be recorded with the Tuolumne County Recorder's Office. The TUD easements shall be recorded prior to formal vacation of the right-of-way area, or at a later time agreed to between City and Applicant.
2. LOT LINE MERGER. City has previously approved entitlements for Applicant's project located at 956 Oregon Street, Sonora, CA ("Project"). The Project as approved is to be developed on multiple parcels of real property, as shown by the existing lot lines of the underlying parcels. Applicant shall file the necessary lot line merger application materials with City to update the lot lines to conform to the Project. City shall have no obligation to issue any certificate to occupancy for the

Project until the merger application has been formally approved by City and recorded with the Tuolumne County Recorder's Office.

3. CONSIDERATION. In consideration for conveying the right-of-way area to Applicant, the parties agree to the following:
 - a. As contained in the conditions of approval for the Project, Applicant shall grade and improve the width of Mariposa Street to serve as an alley abutting the Project. The design and improvement of Mariposa Street shall be subject to City's approval. Applicant hereby agrees to provide for the ongoing care and maintenance of Mariposa Street. At City's written request, Applicant at its own expense shall make repairs requested by City within thirty (30) days. If Applicant fails to make the repairs requested within the allotted time period, Applicant shall be subject to a One Hundred Dollar (\$100.00) penalty for each day that Applicant fails to make the requested repairs.
 - b. Applicant shall install trees along the frontage of South Washington Street and Oregon Street, within the boundaries of the Project to the extent practicable or the public right-of-way. The additional frontage trees shall be included in the Landscaping Plan approved by City. Applicant shall be obligated to provide for the ongoing maintenance and replacement of the frontage trees. In the event that Applicant fails to provide for the maintenance and replacement of the frontage trees, City may, after written notice, make the repairs or replacements and charge Applicant for its costs.
 - c. Applicant shall install a "Welcome to Sonora" sign in the City right-of-way near the intersection of South Washington Street and Mariposa Street. The text, design, and dimensions of the sign may be similar to the existing welcome signage along State Route 49 at the northern entrance to the City, subject to the approval of the Community Development Director. Upon its construction and inspection by City, the sign shall be considered dedicated to City, and City shall assume ownership and control of the sign.
4. QUITCLAIM DEED. Concurrent with recordation of the vacation, City shall execute, acknowledge and deliver a Quitclaim Deed conveying the right-of-way area to Applicant, in a form agreed to by the parties.
5. PROCESSING FEE. Prior to issuance of a building permit for the Project, or at such other time agreed to by the parties, Applicant shall pay Five Thousand Dollars

(\$5,000.00) to City for reimbursement of City's processing costs related to the Project.

6. CLOSING COSTS. Applicant shall be responsible for all closing costs associated with this transaction (including but not limited to, escrow costs, recording fees, and transfer taxes, as may be applicable).
7. PERPETUAL AGREEMENT. Due to the ongoing maintenance obligations for Mariposa Street and the frontage trees described in Section 3, this Agreement is intended to be perpetual and binding on all successors acquiring any portion of the Property. In the event this Agreement is terminated, the Parties agree to effectuate and record an instrument with the Tuolumne County Recorder's Office to remove this Agreement from the title to the Property.
8. COVENANT RUNNING WITH THE LAND. This Vacation Agreement is binding upon Applicant and its successors-in-interest. All terms, covenants, and conditions contained herein shall be binding on all parties having or acquiring any legal title or interest in the parcels described herein or any part thereof.
9. RECORDATION. City shall record this Agreement with the Tuolumne County Recorder's Office.
10. AUTHORITY. Each person executing this Vacation Agreement certifies that they are authorized to sign this Vacation Agreement and bind the parties to the terms and conditions contained herein.

[*Signatures on following page*]

By execution with the signatures below, the parties agree to be bound to the terms and conditions contained in this Vacation Agreement.

CITY OF SONORA:

By: _____
Melissa Eads, City Administrator

Dated: _____

APPLICANT:

WILLIAM CANNING AND MARGARET LEE TRUST

By: _____

Print: _____

Its: Trustee

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature _____(Seal)

EXHIBIT A

Legal Description of Property