

RESOLUTION NO. 2021- 56

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
APPROVING AGREEMENT TO SET THE DATE OF VALUATION FOR PROPERTY
REQUIRED FOR A PUBLIC IMPROVEMENT**

WHEREAS, the City and the Edmundo Loayza, trustee of the Edmundo M. Loayza living trust dated January 6, 1987, Rosa Loayza, trustee of the Rosa Loayza 2002 revocable trust dated December 13, 2002 desire to set the date of valuation for property required for a public improvement; and

WHEREAS, said property is located at 1130 First Street in the City of San Juan Bautista; and

WHEREAS, as a condition of approval of the Rancho Vista Subdivision, the Contractor is required to construct a roundabout intersection and related improvements and the City needs to acquire a portion of the Loayzas' property for the construction.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Manager may sign the Agreement to Set the Date of Valuation, as attached hereto as Exhibit "A."

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista on this 19th day of October 2021 by the following vote.

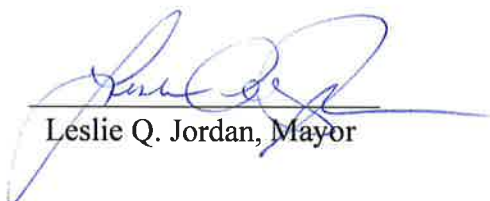
AYES: Jordan, Freeman, Flores

NOES: None

ABSENT: Edge, Freels

ABSTAIN: None

ATTEST:


Leslie Q. Jordan, Mayor


Trish Paetz, Deputy City Clerk

Exhibit A

AGREEMENT TO SET THE DATE OF VALUATION FOR PROPERTY REQUIRED FOR A PUBLIC IMPROVEMENT

This Agreement To Set The Date Of Valuation For Property Required For A Public Improvement (“Agreement”) is entered by and between the City of San Juan Bautista, a municipal corporation of the State of California (“CITY”), Edmundo Loayza, trustee of the Edmundo M. Loayza Living Trust dated January 6, 1987, Rosa Loayza, trustee of the Rosa Loayza 2002 Revocable Trust dated December 13, 2002 (collectively “LOAYZA”) and Meritage Homes of California, Inc., a California corporation (“MERITAGE”).

RECITALS

A. LOAYZAS are the owners of certain real property located at 1130 First Street in the City of San Juan Bautista, California (“Subject Property”).

B. MERITAGE is a private developer of the Rancho Vista Subdivision. MERITAGE is required by CITY pursuant to conditions of approval of the Rancho Vista Subdivision to construct a roundabout intersection and related improvements. CITY seeks to condemn a portion of the LOAYZAS’ property as needed for said construction.

C. CITY has retained a consultant to obtain an appraisal needed to identify the just compensation for the taking of the portion of LOAYZAS’ property. CITY anticipates that this appraisal will be completed in November 2021.

D. MERITAGE and CITY desire to initiate construction of the public improvements on LOAYZAS’ property immediately pursuant to terms of a license agreement to be entered between LOAYZAS and MERITAGE.

E. The date of valuation applicable under the eminent domain laws for the taking of a portion of LOAYZAS’ property is generally fixed by statute as the date of deposit pursuant to California Code of Civil Procedure Section 1263.110 or the date of commencement of the proceeding pursuant to California Code of Civil Procedure Section 1263.120.

F. MERITAGE and CITY seek to initiate construction in advance of CITY’S ability to commence condemnation proceedings or to make a deposit of probable compensation.

G. The parties desire to establish a certain date of valuation prior to construction activities on LOAYZAS’ property so that MERITAGE and CITY may proceed immediately with construction of public improvements. The parties intend that this date of valuation will therefore occur prior to the dates set forth in California Code of Civil Procedure Sections 1263.110 and 1263.120 to avoid any devaluation of property due to said construction activities or other adverse impact to LOAYZAS in the amount of just compensation that should be awarded to LOAYZAS.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY, LOAYZAS and MERITAGE agree as follows:

1. Date of Valuation. The date of valuation for the City's impending partial taking of the Subject Property for purposes of construction of road and infrastructure improvements by MERITAGE shall be September 23, 2021 except that this date of valuation (i) shall not preclude any additional severance damages that may accrue after September 23, 2021 and (ii) shall not apply to limit any claims by LOAYZAS for pre-condemnation damages prior to September 23, 2021.

2. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

3. Authority. Each party represents and warrants to each other party that as of the date hereof, (i) it has the full power and authority to enter into this Agreement and to carry out the performance of the covenants and obligations contained herein; and (ii) no consent or authorization of any third party is required for execution and delivery of this Agreement.

4. Governing Law; Jurisdiction; Venue. This Agreement shall be governed under the laws of the State of California. Jurisdiction and venue shall be proper in the County of San Benito.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date affixed next to the signatures of CITY, LOAYZAS and by MERITAGE on the date affixed next to the signatures.

CITY OF SAN JUAN BAUTISTA

Dated: _____

By: _____

Don Reynolds, City Manager

Dated: _____

Edmundo Loayza, trustee of the Edmundo M. Loayza
Living Trust dated January 6, 1987

Dated: _____

Rosa Loayza, trustee of the Rosa Loayza 2002 Revocable
Trust dated December 13, 2002

MERITAGE HOMES OF CALIFORNIA, INC. a
California corporation

Dated: _____

By: _____