



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
AGENDA**

Rancho Santa Fe FPD
Board/Community Room – 16936 El Fuego
Rancho Santa Fe, California 92067

March 27, 2009
10:30 am PST

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Roll Call

2. Public Comment

3. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-182-21
 - (2) APN 266-182-22Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8
 - i) Conference with negotiators for the following real property
 - (1) APN 266-281-05Negotiating Parties: James Ashcraft, Director; Nancy C. Hillgren, Director; Nick Pavone, Fire Chief
Under Negotiation: Both Price and Terms of Payment

4. New Business

- a. Agreement – Dacus Property
To discuss and/or approve an agreement between Rancho Santa Fe Association, Rancho Santa Fe School District and Rancho Santa Fe Fire Protection District for a six month “stand still” to continue negotiations between all parties.
ACTION REQUESTED: **APPROVE**

5. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

AGREEMENT

THIS AGREEMENT ("**Agreement**") is entered into this ___ day of March, 2009 ("**Effective Date**") by and between Rancho Santa Fe Association, a California nonprofit corporation ("**RSFA**"); Rancho Santa Fe School District, a public entity ("**SD**") and Rancho Santa Fe Fire Protection District, a California special district ("**FD**").

Recitals

WHEREAS, RSFA owns certain real property located at the corner of La Granada and El Fuego in Rancho Santa Fe, Ca. ("**Dacus Property**") more particularly described as follows:

LOT 24 IN THE RESUBDIVISION OF BLOCKS 25 AND 26, AND PORTIONS OF BLOCKS 19, 20, 32, AND 33, OF RANCHO SANTA FE, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 2129, FILED IN THE OFFICE OF THE COUNTY RECORDER, SAN DIEGO COUNTY, ON SEPTEMBER 12, 1928, TOGETHER WITH THOSE CERTAIN ADJOINING PORTIONS OF PUBLIC ROADS ADJACENT TO THE HEREIN ABOVE DESCRIBED PROPERTY TO THE CENTER LINE OF SAID PUBLIC ROADS.

APN: 266-182-20 & 21

WHEREAS, For purposes understood, FD and SD each and separately express significant interest in Dacus Property and wish to acquire said property from RSFA.

WHEREAS, Because the Parties are currently negotiating a mutual resolution to meet the needs of both public agencies and RSFA; and in order to allow for continued negotiations, all three Parties agree to refrain from filing actions or entering into agreements for the Dacus Property commencing this date and ending September 1, 2009.

Agreement

NOW THEREFORE, the Parties agree as follows:

1. **RSFA Actions.** RSFA agrees that from the Effective Date until September 1, 2009 it shall take or refrain from taking the following actions:
 - a. RSFA will not enter into a Purchase Agreement for the acquisition with any party, except as specifically provided herein.
 - b. RSFA may enter into an agreement with SD for temporary use of the Dacus Property as a construction staging area.

- c. RSFA may assist SD in obtaining permission for a change of use under its CC&R's for the "Angino" property owned by SD to permit the use the "Angino" property by RSFA patrol.

2. **SD Actions.** SD agrees that from the Effective Date until September 1, 2009 it shall take or refrain from taking the following actions:

- a. SD shall provide FD written notice three (3) business days of its intent prior to entering into a Purchase Agreement to acquire the Dacus Property from RSFA.
- b. SD may enter into an agreement with RSFA for temporary use of the Dacus Property as a construction staging area.
- c. SD may request assistance from RSFA in obtaining permission for a change of use under the CC&R's of RSFA for the "Angino" property to permit the use the "Angino" property by RSFA patrol.

3. **FD Actions.** FD agrees that from the Effective Date until September 1, 2009 it shall take or refrain from taking the following actions:

- a. FD shall provide SD and RSFA written notice three (3) business days of its intent prior to filing any legal actions of any eminent domain process for the taking of the Dacus Property . If FD is provided with notice by SD of its intentions to acquire the Dacus Property with RSFA, FD may file such action prior to the three (3) day notice provision.

4. **Collective Actions.** The Parties agree that from the Effective Date until September 1, 2009 they shall collectively take the following action:

- a. Continue to negotiate and pursue in good faith for the development of a joint owned parking structure on property owned by the Rancho Santa Fe Inn ("Proposed Project") to meet the immediate and long term parking needs of all the Parties. As used herein "negotiate and pursue" shall include obtaining proper authority to negotiate and to expend funds for studies on an equal basis to determine the feasibility and cost of such parking structure.

5. **Conditions Precedent.** The agreements contained in this Agreement are conditioned on the following:
- a. FD entering into an agreement with the Rancho Santa Fe Inn for the temporary use of 34 parking spaces under terms acceptable to FD.
 - b. RSFA receiving an extension to its current lease with FD until September 1, 2009.
 - c. The Rancho Santa Fe Inn obtaining tennis privileges at the RSFA Tennis facility.

6. **Termination.** It is hereby understood by all parties that a written five (5) day notice of termination relieves any and all parties from any requirement to continue to negotiate and pursue the Proposed Project, but Conditions Precedent and expiration of this agreement are to remain in place to allow for adequate time to arrange other accommodations as needed.

7. **No Waiver.** Nothing contained herein is intended to limit or restrict the actions or defenses of the Parties as they relate to any actions for the acquisition of the Dacus Property except for those relating to delay resulting from the stay period provided for in this Agreement.

8. **Notices.** All notices request demands, consents, approvals or other communications which are required or permitted to be given pursuant to this Agreement, shall be in writing and deemed properly given if delivered or mailed or sent by wire or other telegraphic communication in the matter provided in this paragraph to the following person or such other persons at other addresses as may be designated by writing notice to the other parties:

FD

Mr. Nick Pavone
Rancho Santa Fe Fire Protection District
P.O. Box 410
Rancho Santa Fe, Ca 92067
Telephone (858) 756-5971

SD

Ms. Lindy Delaney
Rancho Santa Fe School District
P.O. Box 809
Rancho Santa Fe, CA 92067
Telephone (858) 756-1141

RSFA

Mr. Pete Smith
Rancho Santa Fe Association
P.O. Box A
Rancho Santa Fe, CA 92067
Telephone (858) 756-1174

If sent by mail, any notices, requests, demands and consent, approvals or other communications shall be treated as having been given 48 hours after it has been deposited in the United States Mail, certified or postage pre-paid with return receipt requested in a regularly maintained receptacle for deposit of mail addressed as set forth above. Except by wire or other form of telegraphic communication any notices, requests, demands, consents, approvals or other communication shall be treated as being effective or having been given 8 hours after it has been deposited with Western Union or other carrier prepaid and addressed as set forth above.

9. **Miscellaneous:**

a. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

b. Time is expressly of essence with respect to this Agreement.

c. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

d. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

e. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision

shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

f. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

g. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

h. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

[Remainder of page left intentionally blank]

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

FD

RANCHO SANTA FE FIRE PROTECTION DISTRICT, a
California Special district

By: _____

Name: _____

Its: _____

SD

RANCHO SANTA FE SCHOOL DISTRICT,
a public entity

By: _____

Name: _____

Its: _____

RSFA

RANCHO SANTA FE ASSOCIATION,
a California nonprofit corporation

By: _____

Name: _____

Its: _____