

Ken Smith.

PRECIS

Quit Claim: Zoo Society-City of Oakland

- Paragraph 1: Zoo Society surrenders right to Knowland Park except for one acre under original agreement.
- Paragraph 3: Animal auction.
- Paragraph 4: City agrees Zoo to operate all concessions. City to handle the admission fees. Society to spend all concession monies for animals and improvements.
- Paragraph 5: All areas (except one acre and concessions) to be under management and control of the City.

Dated 16 July 1956.
 State approval December 31, 1956.
 Park Board Resolution No. 10133.
 Council Ordinance 4912 CMS.

NOTE: See Park Resolution 1964-251.
 See Concession Agreement, Baby Zoo 1964.

QUITCLAIM AND SURRENDER

THIS AGREEMENT made and entered into this 16
day of July, 1956, by and between the CITY OF
OAKLAND, acting by and through its Park Commission, herein-
after referred to as "City", and EAST BAY BOTANICAL AND
ZOOLOGICAL SOCIETY, (formerly the Alameda County Zoological
Society) a non-profit corporation, hereinafter referred to
as "Society",

W I T N E S S E T H:

WHEREAS, heretofore and on or about the first day
of December, 1949, the parties hereto did enter into an
Agreement and Sublease with respect to certain real property
located in the City of Oakland, County of Alameda, State of
California, fully described in Exhibit "A" to said Agreement
and Sublease, which said real property is now known as
"Knowland State Park and Arboretum", and is hereafter some-
times referred to as "Knowland Park" or "Park"; and

WHEREAS, under said Agreement and Sublease Society
subleased from City said Knowland Park for a period of
Twenty-Five (25) years from and after the date of said
Agreement and Sublease upon certain terms and conditions,
all of which are specifically set forth in said Agreement
and Sublease, to which reference is hereby made; and

WHEREAS, Society desires to surrender said sublease
to City; and City is willing to accept said surrender; both
said surrender and acceptance thereof upon such terms,
conditions and reservations as are set forth hereafter;

NOW, THEREFORE, in consideration of the premises,
the parties hereto agree as follows, to-wit:

1. Society hereby transfers, assigns, quitclaims, conveys, grants, bargains, sells and surrenders all of its right, title and interest in and to Knowland State Park and Arboretum howsoever acquired unto City; excepting one acre thereof, together with reasonable means of access thereto, located in or immediately adjacent to the Zoo area in said Park as hereafter established, for the exclusive purpose of erecting thereon a building for the sole use of Society. The design, plans and specifications for said building shall be approved by City. All right, title and interest in and to said building, and to said one acre tract and easement for access purposes thereto, shall vest in the City of Oakland on December 1, 1974; and all rights of Society in and to said building, land and easement, shall, on said date, finally terminate.

It is the intention of the parties hereto that Society, by these presents, does surrender, quitclaim and transfer unto City all of its rights under said Agreement and Sublease, except as limited by the terms of an Agreement and Lease between the State Park Commission of the State of California and the City of Oakland dated December 1, 1949, and except as limited by the conditions and provisions of this Surrender and Quitclaim, to exercise any care, maintenance or control in, upon or over Knowland State Park and Arboretum; and the City is, except as noted above, reinvested with the complete and exclusive control, management and direction of the whole of said Park.

2. Society agrees to expend not less than Fifty Thousand Dollars (\$50,000.00) for said building on said one acre tract above referred to within a period of three (3) years from the date of this Surrender and Quitclaim.

For the purpose of guaranteeing the performance of Society's obligation to construct said building as provided above, Society shall maintain with the Treasurer of the City of Oakland the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) in lawful money of the United States heretofore, and pursuant to said Agreement and Sublease, deposited with ~~the Treasurer~~ of City, and now on deposit with said officer. As and when said building is constructed by Society pursuant to this paragraph Society shall be entitled to repayment out of said sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) to the extent of seventy-five per cent (75%) of the cost of said building, provided, however, that the total amount repaid to Society under the terms of this paragraph shall in no event exceed the sum of said Thirty-Seven Thousand Five Hundred Dollars now on deposit with said Treasurer. Society shall submit to the Auditor-Controller of City, accompanying any demand for repayment, such evidence of expenditures made hereunder as he may require to reasonably satisfy himself that Society is entitled to repayment.

Before undertaking the construction of the building under the terms of this paragraph, Society shall submit plans and specifications, including exterior design, for such improvement to the Park Commission of the City of Oakland. If, in the exercise of a sound and reasonable discretion, and within a period of thirty (30) days after the submission to it of such design, plans and specifications, the Park Commission shall disapprove such design, plans and specifications in writing, and upon the ground of structural unsoundness or non-conformity to the master plan, Society shall not be entitled to repayment or reimbursement under the terms of this paragraph.

3. City agrees that it will offer for sale,

pursuant to applicable Charter provisions, all animals owned by it at the date of said auction; and further agrees that one of the terms and conditions of said auction shall be that all such animals or their equivalent in value shall be exhibited in the City of Oakland for a period of not less than three (3) years.

4. It is expressly understood and agreed that until December 1, 1974, all concession fees from the proposed new Zoo area as designated on drawing No. 31-D-23, dated August, 1926, entitled "Topographical Map of the De Vaux Property, Oakland, Alameda County, California" and hereby made a part of this Quitclaim and Surrender, shall be the property of the Society. Society excepts from this quitclaim and reserves to itself the continued right to receive all such fees and to operate all such concessions within the Zoo area. Admission fees to the Zoo and charges for the use of picnic areas shall not be deemed concession fees. Society agrees that all concession fees received by it shall be expended exclusively for the animal collection or for the improvement of the physical property of the Zoo, and not otherwise. Society agrees that said concessions in said Zoo shall be permitted and conducted pursuant to the spirit of paragraphs 8 and 9 of the aforementioned Agreement and Lease between the State Park Commission of the State of California and the City of Oakland.

5. It is expressly understood and agreed that the whole Park, including the new Zoo area, but excepting said aforementioned one acre tract of land therein, with an easement for access purposes thereto, and except said right to operate concessions in the new Zoo area, shall be under the complete and exclusive control, management and direction of the Park Commission of the City of Oakland; and all rights

in and to said Park, except said one acre tract with said easement, and except said concessions in the new Zoo area, shall be and become the property of the City of Oakland with full proprietary rights thereto unrestricted in any way by said Agreement and Sublease.

6. Society assumes responsibility for transfer of concessions presently outside of the new Zoo area to the new Zoo area, and to complete such transfer on or before the effective date of this quitclaim, or at the election of Society, to terminate one or more of said concessions.

7. Society shall maintain in continuous force until December 1, 1974, insurance policies approved by the City Attorney of the City of Oakland non-cancelable, unless at least thirty (30) days prior notice shall have been given to the City Manager of said City, insuring the State Park Commission of the State of California, City and Society from any and all liability and claims for damages arising out of the operation and maintenance of said building, said one acre tract and said easement for access purposes thereto in not less than the following sums:

Public Liability (one person)	\$100,000.00
Public Liability (more than one person	\$200,000.00
Property Damage	\$ 10,000.00

8. This quitclaim shall take effect immediately upon completion by City and/or the State of California of the physical construction in the new Zoo area of (a) new picnic area, and (b) new Zoo, the latter having substantially the same animal capacity as present Zoo, Said City and State are granted the immediate right to enter upon said property and undertake such physical construction and planting as they deem desirable or necessary. Society reserves the right of

occupancy of the existing social hall until completion of Society's building provided for in Paragraph 2 hereof, but in any event not to exceed three years from date hereof.

IN WITNESS WHEREOF, the City of Oakland, by and through its Park Commission, has caused these presents to be executed in its behalf by the Chairman and Secretary of said Commission thereto duly authorized by Resolution No.

10,133 of said Commission, upon the authority and with the consent of, the Council of said City given by Ordinance No. 4912 C.M.S. and Society has caused these presents to be executed in its behalf by its Chairman and Secretary and its seal thereto duly affixed, the day and year first above written.

Approved by the STATE PARK
COMMISSION OF CALIFORNIA

By [Signature]
Chairman

By [Signature]
Secretary

CITY OF OAKLAND, a municipal
corporation, by and through
its Park Commission

By [Signature]
Chairman

By [Signature]
Secretary

APPROVED:

[Signature]
State Department of Finance

APPROVED:

[Signature] Administrative Officer
Director of Natural Resources

Approved as to form and
legality:

[Signature]
Deputy City Attorney

EAST BAY BOTANICAL AND ZOOLOGICAL
SOCIETY, a non-profit corporation,

By [Signature]
Chairman

By [Signature]
Secretary

FORM	AMOUNT	VALUE	RECEIPT
DEPARTMENT OF FINANCE			
APPROVED			
DEC 3 1 1956			