


DATE: 04/06/98 AGENDA ITEM # 5  
( ) APPROVED ( ) DENIED  
( ) CONTINUED TO \_\_\_\_\_

To: James L. App, City Manager  
From: Mike Compton, Director of Administrative Services   
Subject: Sale of City Property  
DATE: April 6, 1999

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Need:

For the Council to consider approval of the acquisition agreement for the sale of real property to the Agency.

Facts:

1. The City accepted by Council action Resolution No. 98- dated 1/20/98 for the value of back taxes (\$28,000), 3201 Spring Street, commonly referred to as the "Ball Property".
2. The donated real property was accepted by the City without any restrictions and/or conditions for its ultimate use.
3. During budget deliberations, it was determined that the highest and best use would be for a low and moderate income housing project.
4. The property was appraised at \$135,000.
5. The Redevelopment Agency budget contains an appropriation for \$135,000 to acquire the real property from the City.
6. The City General Fund budget contains an income/revenue amount for the \$135,000.

Analysis and  
Conclusions:

To complete the sale transaction as included in the adopted budgets for both the City and Redevelopment Agency, both agencies must approve an acquisition agreement. The funds for the acquisition by the Redevelopment Agency will come from its Low and Moderate Income Housing Fund..

Fiscal  
Impact:

The City's General Fund budget contains a revenue estimate for the sale of surplus real property. The \$135,000 that would be generated from this transaction is included in this revenue estimate. If the acquisition agreement is not approved, then the City's General Fund budget would be out of balance by \$135,000.

Options:

- a. That the Council adopt a resolution approving an acquisition agreement between the City and Agency for the Ball property located at 3201 Spring Street; or

b. Amend, modify or reject any of the options above.

RESOLUTION NO. 99-

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES  
APPROVING AN ACQUISITION AGREEMENT  
FOR THE SALE OF SURPLUS REAL PROPERTY  
TO THE CITY

WHEREAS, the City received a donation of real property for back taxes; and

WHEREAS, the Council has determined that the highest and best use for low and moderate income housing;  
and

WHEREAS, the revenue from the sale of the real property is contained in the revenue estimate for the City's  
General Fund budget; and

WHEREAS, the appropriation for the purchase of the real property is contained in the adopted budget for the  
Redevelopment Agency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that the  
acquisition agreement attached herewith is approved and the City Manager is authorized to execute said  
agreement.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 6th day of April, 1999 by  
the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Duane Picanco, Mayor

ATTEST:

\_\_\_\_\_  
Madelyn Paasch, Clerk

## ACQUISITION AGREEMENT

THIS AGREEMENT is entered into this 6th day of April, 1999, by and between the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES (the "Agency") and the CITY OF EL PASO DE ROBLES (the "City").

### Recitals

A. The Agency is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) to carry out the Redevelopment Plan (the "Redevelopment Plan") for the Paso Robles Redevelopment Project Area (the "Project").

B. The City is a public body, corporate and politic, authorized by the California Community Redevelopment Law and the Redevelopment Plan to aid and cooperate with the Agency in carrying out the Project and ensuring the fulfillment of the purposes of the Redevelopment Plan.

C. In furtherance of the Agency's activities implementing the Redevelopment Plan, the Agency and City desire to enter into this agreement to provide for the purchase by the Agency of certain real property (herein the "Property") currently owned by the City. The Property is more particularly described in the "Legal Description of the Property," attached hereto as Exhibit A and incorporated herein by this reference.

E. The Property is located within the City. The Agency is acquiring the Property for purposes of redevelopment.

### **Agreements**

NOW, THEREFORE, THE CITY AND THE AGENCY HEREBY AGREE AS FOLLOWS:

1. Agreement to Sell and Purchase.

The City agrees to sell to the Agency, and the Agency agrees to purchase from the City, the Property, upon the terms and for the consideration set forth in this Agreement.

2. Purchase Price.

The Purchase Price for the Property shall be the amount of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000). The Purchase Price shall be paid in cash at the time of delivery to the Agency of a grant deed conveying the Property to the Agency.

3. Conveyance of Title and Delivery of Possession.

The Property shall be conveyed and possession delivered by the City to the Agency upon delivery by the City to the Agency of a grant deed to

the Property in accordance with the conditions set forth in Section 5 of this Agreement.

Upon conveyance, the Agency shall file the grant deed for recordation among the land records in the Office of the County Recorder for San Luis Obispo County.

4. Condition of Title to the Property.

The City shall convey by grant deed to the Agency fee simple title to the Property. Title shall be free and clear of all recorded or unrecorded liens, encumbrances, covenants, assessments, easements, leases and taxes, except as approved by the Agency in writing.

5. Occupancy of the Property by City or Others.

The Property shall be conveyed to the Agency free and clear of any possession or right of possession by the City or any other person.

6. Permission to Enter the Property.

Prior to the conveyance of title, the City grants to the Agency, its authorized officials, agents, employees, contractors and contractors' employees the right of access to the Property at all reasonable times for the purpose of inspecting the Property, obtaining data and making surveys and tests. All such work performed on the Property by the Agency shall be at the sole expense of the Agency. The Agency shall hold the City harmless from any injury or damages arising out of any activity pursuant to this Section 6.

7. Notices and Communications Between the Parties.

Formal notices, demands and communications between the Agency and the City shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the addresses of the Agency and the City set forth below:

Agency:           Redevelopment Agency of the  
                          City of El Paso de Robles  
                          1000 Spring Street  
                          Paso Robles, CA 93446  
                          Attn: Executive Director

City:                City of El Paso de Robles  
                          1000 Spring Street  
                          Paso Robles, CA 93446  
                          Attn: City Manager

Written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate.

8. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties relating to the acquisition of the Property and payment of the Purchase Price for the Property. It integrates all the terms and conditions mentioned herein or incidental thereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original.

9. Termination of Agreement.

This Agreement and the obligations of the parties hereunder shall terminate upon full payment by the Agency to the City of the Purchase Price for the Property, and upon delivery by the City to the Agency of a grant deed for the Property.

The effective date of this Agreement shall be the date when this Agreement has been signed by both parties.

AGENCY:

REDEVELOPMENT AGENCY OF THE  
CITY OF EL PASO DE ROBLES

By: \_\_\_\_\_  
Executive Director

ATTEST:

By \_\_\_\_\_  
Secretary

-AND-

CITY:

CITY OF EL PASO DE ROBLES

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

ATTEST:

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcels 1 and 3 of Parcel Map PR 77-13, in the City of El Paso Robles, County of San Luis Obispo, State of California, according to the map filed for record on June 15, 1977, in Book 23, Page 20 of parcel maps, in the Office of the County Recorder of said County. (APN 008-032-010 and 008-032-011)