

PLACER COUNTY
REDEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Members of the Board of Supervisors
FROM: Richard Colwell, Chief Assistant CEO – Redevelopment Director *RC Colwell*
Rae James, Deputy Director
DATE: August 1, 2006
SUBJECT: Adopt a Resolution Approving the Use of up to \$4,600 of Tax Increment Bond Proceeds to Purchase a Permanent Drainage Easement for the Jackpine Street Public Parking Lot, Make Findings Required by Health and Safety Code Section 33445, and Authorize the Chief Assistant CEO-Redevelopment Director or Designee to Sign All Related Documents, Subject to the Review of County Counsel.

ACTION REQUESTED: Adopt a resolution approving the use of up to \$4,600 of Tax Increment Bond Proceeds to purchase a permanent drainage easement for the Jackpine Street Public Parking Lot, make findings required by Health and Safety Code Section 33445, and authorize the Chief Assistant CEO-Redevelopment Director or Designee to sign all related documents, subject to the review of County Counsel.

BACKGROUND: On October 21, 2003, the Redevelopment Agency Board approved entering into a long term lease agreement for the Jackpine Public Parking Lot (Lot) and on July 25, 2006, the Agency Board authorized the purchase of land coverage for the Lot in the amount of \$48,000 plus associated expenses. The Lot is located along Jackpine Street and will provide parking for 40 vehicles (see Attachment - Map).

As part of the Best Management Practices related to the development of the Lot, the Tahoe Regional Planning Agency has required the storm water retention basin have a drainage channel to the Tahoe City Creek. The Agency's leased property does not extend to the creek and a permanent drainage easement across an adjoining property is required. Keith Tahoe Investments owns property that straddles the Tahoe City Creek and is approximately 1.01 acres which is improved with two retail units on the east side of the creek. The proposed easement is in a Stream Environment Zone setback area which cannot be developed. The rectangular easement is approximately 1,155 square feet and will provide drainage facilities and erosion control that will help control runoff in the area. The Department of Public Works, acting on the Agency's behalf, has obtained an appraisal on the property and the Agency presented an offer to Keith Tahoe Investments for \$3,500 which is the appraised value of the easement. The property easement is the subject of another item on this agenda. The proposed easement agreement is attached in its substantial form.

Board approval of this item would also add the easement to the Master Fixed Asset List.

FISCAL IMPACT: Total estimated expenditures for this acquisition are \$4,600 including closings costs. The Agency has secured sufficient North Lake Tahoe Redevelopment Tax Increment Bond Proceeds to make this purchase. There will be no impact on the County General Fund.

ENVIRONMENTAL STATUS: The CEQA process is complete on the Jackpine Street Public Parking Lot and a Mitigated Negative Declaration was issued. The Board of Supervisors confirmed the determination on June 13, 2006 and the notice has been recorded.

FINDINGS: Under California Redevelopment Law (Health & Safety Code Section 33000 et seq.), before the Agency can expend funds for acquisition of land for public improvements, such as an access easement for the public parking garage, the Agency and the Board of Supervisors must make specified findings pursuant to Health and Safety Code Section 33445.

The Agency is in constant pursuit of implementing and accomplishing the stated goals of the Redevelopment Plan for the North Lake Tahoe Project Area (the "Redevelopment Plan"). Health and Safety Code Section 33031(a)(2) identifies as a blighting condition factors that inhibit the economic viability of buildings or lots, such as lack of parking. Section 323 of the Redevelopment Plan specifically authorizes the Agency to install public parking facilities. The Report on the Redevelopment Plan, prepared at the time the Redevelopment Plan was adopted, called out as a blighting factor, commercial buildings that suffer from lack of convenient public parking. The Agency's 2001-2006 North Lake Tahoe Implementation Plan identifies the installation of public parking in Tahoe City as a goal and a program of the Implementation Plan (see pages 8 and 16). The installation of additional public parking should assist local properties attract additional customers and clients, which will result in a positive effect on blighting influences in the Project Area. The acquisition of the access easement to allow installation of additional public parking in the Project Area will support the goals of the Redevelopment Plan and the Implementation Plan

The County has no other reasonable means of financing the estimated cost of the acquisition of the access easement as the County General Fund has balanced its revenues and expenditures. The County budget has allocated resources to other funding priorities and has no unused funding to allocate for the acquisition of the drainage easement, and therefore it is appropriate for the Agency to fund the acquisition of the drainage easement for eventual construction of the public parking lot.

RECOMMENDATION: Adopt a resolution approving the use of up to \$4,600 of Tax Increment Bond Proceeds to purchase a permanent drainage easement for the Jackpine Street Public Parking Lot, make findings required by Health and Safety Code Section 33445, and authorize the Chief Assistant CEO-Redevelopment Director or Designee to sign all related documents, subject to the review of County Counsel.

Attachments

cc: Sabrina Thompson, Deputy County Counsel

Please use a blank page behind memo to insert any other cc's besides Sabrina Thompson

This will let the Administrative Assistant know who else gets a copy of board package

bcc: Ron Baker, Senior Administrative Services Officer
Cindy Kelly, Senior Administrative Services Officer

**Before the Placer County
Board of Supervisors
County of Placer, State of California**

In the matter of:

Adopt a Resolution Approving the Use of up to \$4,600 of Tax Increment Bond Proceeds to Purchase a Permanent Drainage Easement for the Jackpine Street Public Parking Lot, Make Findings Required by Health and Safety Code Section 33445, and Authorize the Chief Assistant CEO-Redevelopment Director or Designee to Sign All Related Documents, Subject to the Review of County Counsel.

Resol. No:.....

Ord. No:.....

First Reading:

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held August 1, 2006, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chair, Board of Supervisors

BE IT RESOLVED by the Board of Supervisors as follows:

WHEREAS, the Redevelopment Plan for the North Lake Tahoe Redevelopment Project Area (Redevelopment Plan) was adopted by the Placer County Board of Supervisors on July 16, 1996 by Ordinance No. 4753-B and as subsequently amended from time to time; and

WHEREAS, the Redevelopment Agency of Placer County ("Agency") is vested with responsibility pursuant to the Community Redevelopment Law (Part I of Division 24 of the Health and Safety Code of the State of California) to implement the Redevelopment Plan in the Project Area; and

WHEREAS, the Agency intends to purchase a permanent drainage easement from Keith Tahoe Investments for use within the Project Area in order to develop a public parking lot; and

WHEREAS, the California Environmental Quality Act process is complete on the Jackpine Public Parking lot, and a Mitigated negative Declaration was issued; and

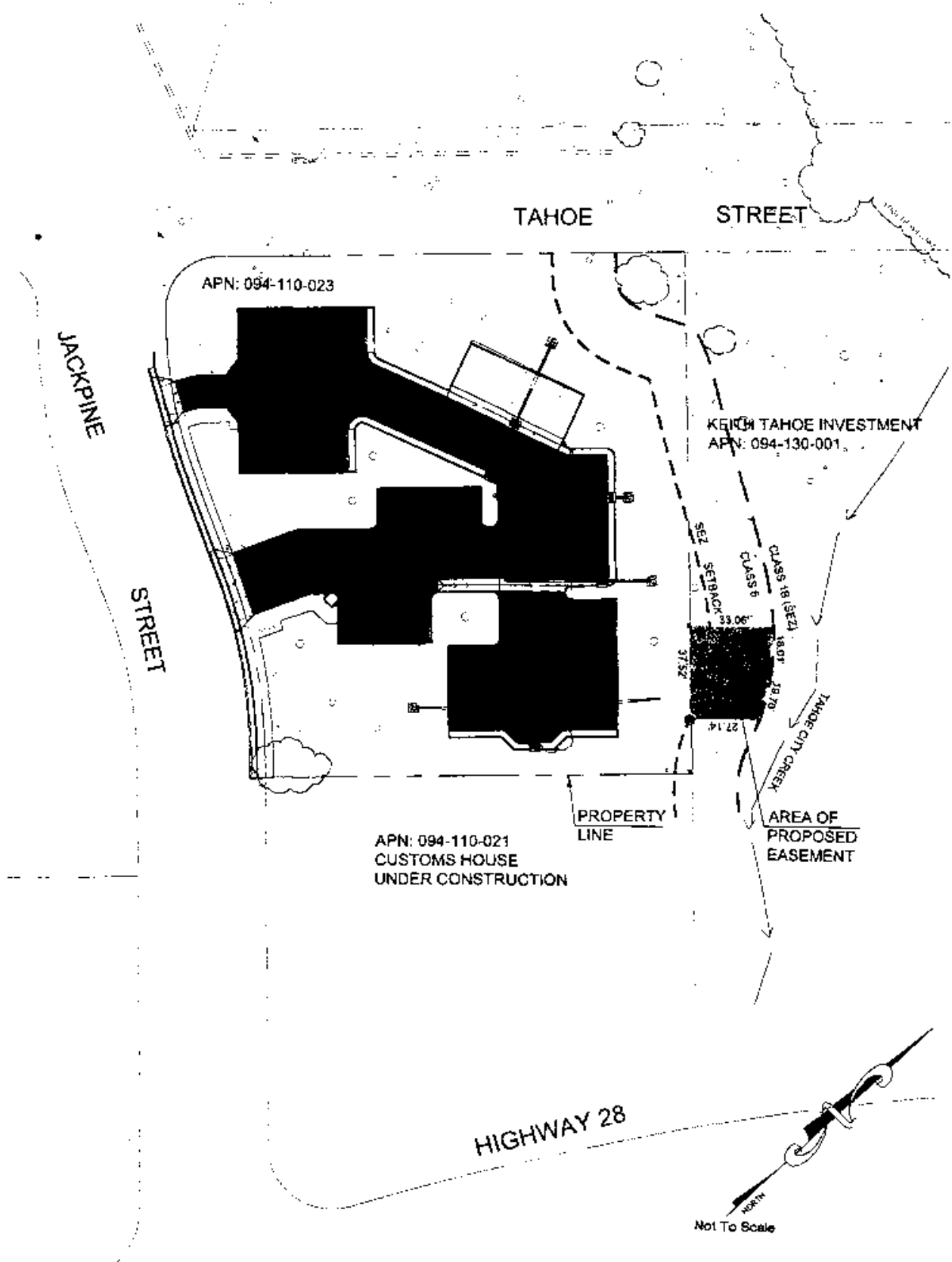
WHEREAS, Agency assistance in leasing of the Property and in funding parking improvements is contemplated and provided for in Section 323 of the Redevelopment Plan and in the Agency's Implementation Plan for the Project Area adopted pursuant to Section 33490 of the Law; and

WHEREAS, by the staff report accompanying this Resolution and incorporated herein by this reference, the Board of Supervisors is provided additional information upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that based on information presented, the Board of Supervisors determines as follows:

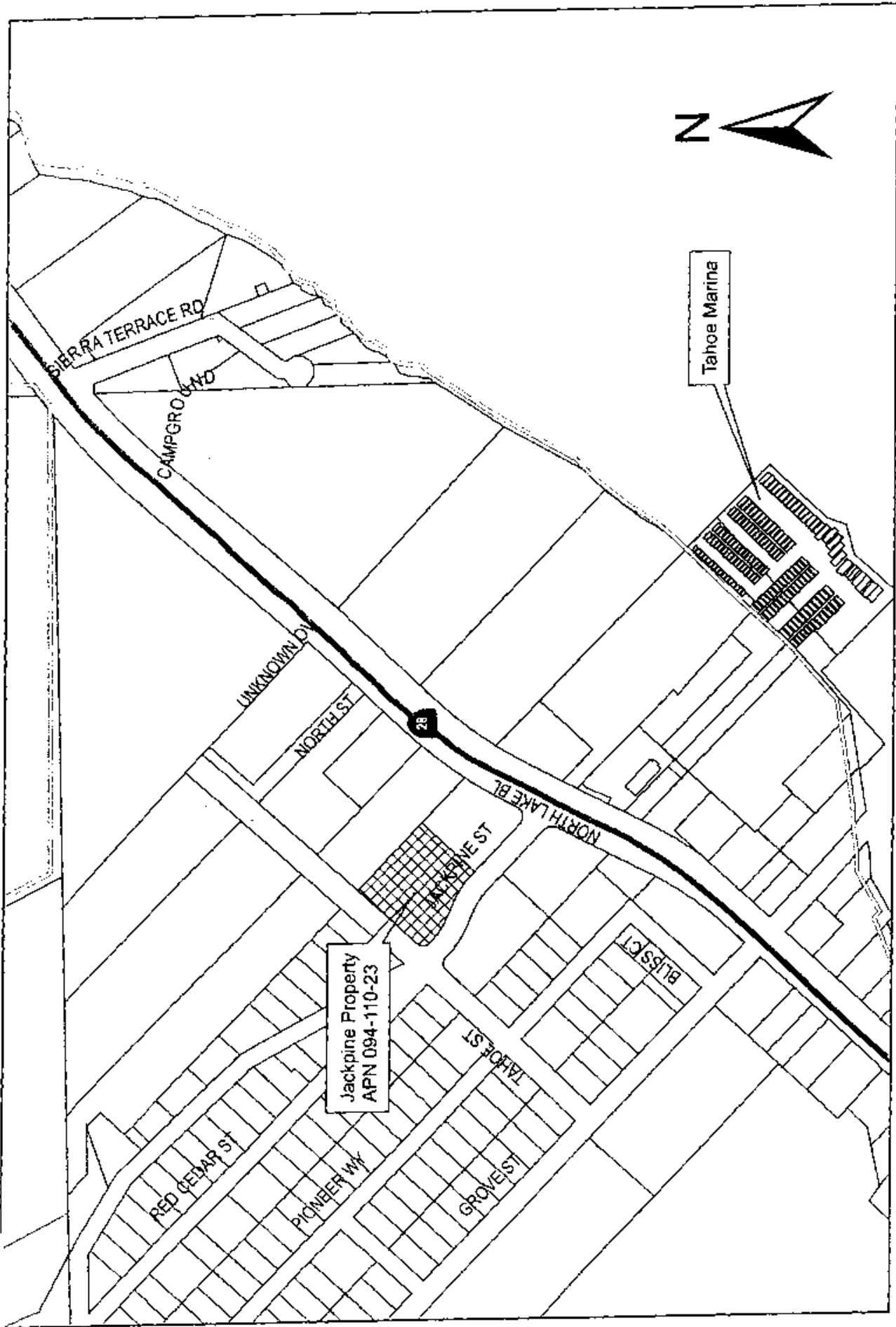
1. All of the above recitals are true and correct, and the Board of Supervisors has based the findings and actions set forth in this Resolution, in part, on such recitals.
2. The Board of Supervisors hereby finds and determines that (a) Agency assistance for acquisition a drainage easement for a public parking lot will be of benefit to the Project Area; (b) there are no other reasonable means of financing the acquisition an access easement for the public parking lot; and (c) the payment of Agency funds for acquisition a drainage easement for the public parking lot (i) will assist in the elimination of one or more blighting conditions in the Project Area and (ii) is consistent with the Implementation Plan adopted by the Agency pursuant to Section 33490 of the Law. A summary of the factual and analytical basis used by the Board of Supervisors in making these findings and determinations is set forth in the staff report.
3. The Board of Supervisors consents to the payment by the Agency for the acquisition of a drainage easement for APN 094-130-001 for an amount up to \$4,600 anticipated to be paid from North Lake Tahoe Redevelopment Area Tax Increment Bond Proceeds. This easement is approved to be added to the Master Fixed Asset List.
4. The Board of Supervisors authorizes the Chief Assistant CEO-Redevelopment Director, or designee to execute all necessary documents to carry out this acquisition.
5. This Resolution shall take immediate effect from and after its passage and approval.

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Jackpine Parking Lot

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Jackpine Street Public Parking Lot

EASEMENT AGREEMENT
(Jackpine Parking Drainage - Best Management Practices)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Placer County Redevelopment Agency
3091 County Center Drive, Suite 260
Auburn, CA 95603
Attn: Deputy Director, Redevelopment

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 2006, by and between, Placer County Redevelopment Agency, a public body, corporate and politic ("Agency"), Hermi Jacobs Cassady, Trustee of the Hermi Jacobs Cassady Revocable Trust of 1992 ("Trust") and Keith Tahoe Investments, a _____ ("Owner") (collectively, Agency, Trust and Owner are referred to as "Parties" and individually as a "Party").

RECITALS

A. Owner is the owner of a parcel of real property in the unincorporated area of Placer County, California, more particularly described in Exhibit A ("Owner Property").

B. Agency leases that parcel of property owned by Trust which is located in the unincorporated area of Placer County, California, adjacent to the Owner Property more particularly described in Exhibit B attached and incorporated into this Agreement ("Agency Property").

C. Agency intends to construct a public parking lot on the Agency Property (the "Project").

D. Owner has agreed to provide Agency and Trust with an easement over Owner Property to be used for drainage from the Agency Property as part of the best management practices imposed by the Tahoe Regional Planning Agency ("TRPA") for the Project.

NOW, THEREFORE, for valuable consideration which is hereby acknowledged, Agency, Trust and the Owner agree as follows:

Section 1. Grant of Easement. Owner grants to Agency and Trust a nonexclusive, irrevocable easement for drainage purposes (the "Drainage Easement"). The Drainage Easement is more particularly described on the attached Exhibit C and depicted on the map attached as Exhibit D.

Section 2. Condition for and Consideration for Easement. The Parties agree that this Agreement will be recorded upon Redevelopment Agency Board approval. The Agency will pay the Owner Three Thousand Five Hundred Dollars (\$3,500) within ten business days of the Agency board approval of this Agreement.

Section 3. Nature of Easement; Benefit and Burden; Run with the Land. The Agency Property constitutes the dominant estate, and the Owner Property constitutes the servient estate. The Drainage Easement may not be transferred, assigned, or encumbered except as an appurtenance to the Agency Property. It is the intent of this Agreement that the Drainage Easement shall burden the Owner Property, for the benefit of the Agency Property. It is further intended that the benefits of the Drainage Easement, and other rights granted by this Agreement to Agency and Trust, shall run with the Agency Property and that the burdens of the Drainage Easement, and other obligations under this Agreement, shall run with the Owner Property.

Section 4. Construction of Easement Improvements. Agency shall bear the cost of, and have the responsibility for constructing the drainage ditch and any other improvements needed for the Drainage Easement ("Easement Improvements"). Agency shall construct the Easement Improvements in accordance with applicable local, county and state requirements. The Agency shall manage the construction process for the Easement Improvements and shall require all contractors and subcontractors to name the Owner as an additional insured on all liability policies required by the Agency from the contractors and subcontractors for construction of the Easement Improvements. The Agency, its successors and assigns shall bear responsibility for all maintenance, repair and operation of the Easement Improvements at its sole cost.

Section 5. Maintenance and Repair. The Agency, its successors and assigns shall have the responsibility for the regular, ordinary maintenance and repair of the Easement Improvements, as necessary to keep the same in good condition, appearance and repair.

Section 6. License. Owner hereby grants to Agency, its successors and assigns, a license to enter onto the Owner Property for purposes of construction, repair and maintenance of the Easement Improvements to the extent necessary during such construction, operation and maintenance work. This license will remain in effect as long as this Agreement.

Section 7. Damage or Destruction.

a. In the event there is any damage or destruction to any portion of the Easement Improvements as a result of fire, earthquake or other casualty, Agency, its successors or assigns shall repair the Easement Improvements at its cost.

b. Notwithstanding the other maintenance and repair obligations herein, if Owner, its successors or assigns (or any tenant, licensee, invitee, employee, or guest of such Party) causes or is responsible for any damage to the Easement Improvements, Owner, its successors or assigns, shall promptly repair and restore the Easement Improvements, to their condition immediately prior to the damage at no cost to the Agency, its successors and assigns.

Section 8. Maintenance of Owner Property. The Owner shall keep the Owner Property in a good, safe and usable condition, and in compliance with all applicable state, county and local ordinances.

Section 9. Maintenance of Agency Property. Agency and its successors and assigns shall keep the Agency Property in a good, safe and usable condition, in good repair, and in compliance with all applicable state, county and local ordinances.

Section 10. Performance of Work on Properties. In the event Owner or Agency, its successors and assigns desires to perform any construction or related work on their respective property, then all such work performed in the maintenance, repair, replacement, alteration or expansion of improvements on a particular property shall be done as expeditiously as is reasonably possible.

Section 11. Taxes. Each Party shall be responsible for payment of all taxes, assessments, fees and other governmental charges with respect to its respective Property.

Section 12. Insurance. Agency, its successors or assigns shall maintain the following insurance:

a. Liability and Property Insurance. Liability policies in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering bodily injury, property damages and personal injury arising out of the ownership, use or maintenance of the Agency Property and the use of the Drainage Easement. The Agency, its successors or assigns, shall insure that its policy names the Owner as an additional insured. The policy shall be endorsed to state that it (i) is primary and that any insurance available to the additional insureds shall be excess and not contributory and (ii) shall not be canceled without thirty (30)-days' written notice to the Owner. The Agency, its successors or assigns, shall provide the Owner with evidence of insurance from the insurer certifying that all of the insurance required herein is in place and includes the required limits, terms and conditions.

b. Workers' Compensation. Workers' compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over Agency, its successors and assigns.

Section 13. Indemnity. The Agency, its successors and assigns shall hold harmless, indemnify and defend the Owner (and its successors and assigns) from and against any and all actual liabilities and claims, arising from or related to the Agency's (or its successors' and assigns') use of the Drainage Easement including, but not limited to, any damage to property (to the extent the damage is not covered by any casualty insurance) or injury to or death of any person, that is not caused by Owner's negligence or willful act. The indemnity shall cover the costs and expenses of the Owner, including reasonable attorneys fees and costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity. The Owner shall notify the Agency its successors and assigns of any claim against the Owner within ten (10) days after it has notice of such claim.

Section 14. Default and Remedies. In the event of any breach of this Agreement by a Party, any nonbreaching Party may give the breaching Party written notice describing the breach and thirty (30) days in which to cure. Should the breaching Party fail to cure such breach within the thirty (30) day cure period, any nonbreaching Party may initiate mediation of the controversy, claim, or dispute in accordance with the rules and procedures of the American Arbitration Association, and the other Parties shall participate in good faith. The Parties shall bear the cost of the mediation equally and each shall pay its own attorneys fees in such mediation. If the Parties are unable to mediate successfully, any nonbreaching Party may take any action available to it in law or in equity.

Section 15. Attorneys Fees. In the event of any controversy, claim, or dispute relating to their Agreement or the breach thereof, the prevailing Party(ies) shall be entitled to recover from the non-prevailing Party(ies) reasonable expenses, attorneys fees and costs, except as otherwise provided in Section 14 with respect to mediation efforts.

Section 16. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

Section 17. Amendment. Any future amendments to the Agreement must be in writing and approved in writing by both Parties.

Section 18. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Section 19. Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

Section 20. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

Section 21. Joint and Several Obligations. In the event any Party hereto is composed of more than one person or entity, the obligations of such Party shall be joint and several.

Section 22. Severability. If any clauses of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion shall remain in full force and effect.

Section 23. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns, as applicable, of each of the Parties. Any reference in this Agreement to a specifically named Party shall be

deemed to apply to any successor, heir, administrator, executor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

Section 24. Counterparts; Multiple Originals. This Agreement may be signed in one or more counterparts.

Section 25. Notices. Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return receipt requested, or express delivery service with a delivery receipt, to the principal offices of the Parties as follows:

AGENCY:

Placer County Redevelopment Agency
Attn: Deputy Director
3091 County Center Drive, Suite 260
Auburn, CA 95603

TRUST:

Hermi Jacobs Cassady
Trustee of the "Hemi Jacobs Cassady Revocable Trust of 1992"
8394 Winding Way
Fair Oaks, California 95628

OWNER:

Richard Keith
Keith Tahoe Investments

Section 26. Recordation. This Agreement shall be recorded in the office of the recorder of the County of Placer.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the date first above written.

OWNER:

KEITH TAHOE INVESTMENTS, a _____

By: _____
Richard Keith

Its: _____

TRUST:

HERMI JACOBS CASSADY, TRUSTEE OF THE "HERMI JACOBS CASSADY
REVOCABLE TRUST OF 1992"

By: _____
Hermi Jacobs Cassady, Trustee

AGENCY:

PLACER COUNTY REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____

Its: _____

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, 20__ before me, _____,
Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, 20__ before me, _____,
Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

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Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF)

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acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of Owner Property

(APN: 094-130-001)

EXHIBIT B

Legal Description of Agency Property

EXHIBIT C

Legal Description of Drainage Easement

EXHIBIT D
Map of Drainage Easement

