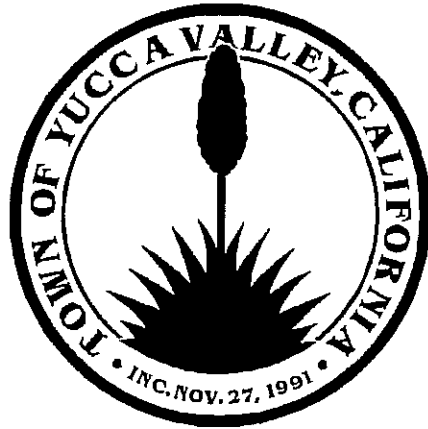


TOWN OF YUCCA VALLEY  
JOINT TOWN COUNCIL/REDEVELOPMENT AGENCY MEETING



*The Mission of the Town of Yucca Valley is to  
provide a government that is responsive to its citizens  
to ensure a safe and secure environment  
while maintaining the highest quality of life.*

**TUESDAY, MARCH 15, 2010  
REDEVELOPMENT AGENCY: 6:00 p.m.  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**CLOSED SESSION  
YUCCA VALLEY COMMUNITY CENTER  
57090 – 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

\* \* \* \*

**REDEVELOPMENT AGENCY  
*George Huntington, Agency Chair  
Frank Luckino, Agency Vice Chair  
Isaac Hagerman, Agency Member  
Chad Mayes, Agency Member  
Dawn Rowe, Agency Member***

\* \* \* \*

**TOWN ADMINISTRATIVE OFFICE:  
760-369-7207**

**[www.yucca-valley.org](http://www.yucca-valley.org)**

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY TOWN COUNCIL/REDEVELOPMENT AGENCY  
TUESDAY, MARCH 15, 2010**

*The Town of Yucca Valley complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the Town Clerk's Office at 369-7209 at least 48 hours prior to the meeting.*

*If you wish to comment on any subject on the agenda, or any subject not on the agenda during public comments, please fill out a card and give it to the Town Clerk. The Mayor/Chair will recognize you at the appropriate time. Comment time is limited to 3 minutes.*

**(WHERE APPROPRIATE OR DEEMED NECESSARY, ACTION MAY BE TAKEN ON ANY ITEM LISTED IN THE AGENDA)**

**OPENING CEREMONIES**

**CALL TO ORDER**

**ROLL CALL:** Agency Members Hagerman, Luckino, Rowe, Mayes and Chair Huntington.

**CLOSED SESSION**

1. Government Code Section 54956.8, Conference with Real Property Negotiators. *State law provides the opportunity for closed session for real property purchase negotiations, prior to placement of the matter on a regularly scheduled meeting agenda for formal action.*

Property: APN 595-162-08 & 09 South West corner of Joshua Lane and Twentynine Palms Outer Highway  
Town of Yucca Valley/Yucca Valley Redevelopment Agency  
Mark Nuaimi, Real Property Negotiator  
Real Property Negotiations

Property: APN 595-371-11, portion of the Northwest Corner of Dumosa and SR 62  
Town of Yucca Valley/Yucca Valley Redevelopment Agency  
Mark Nuaimi, Real Property Negotiator  
Real Property Negotiations

**CONSENT AGENDA**

- 1-2 2. Minutes of the Regular Redevelopment Agency Meeting of February 15, 2011.

**Recommendation: Approve minutes as presented.**

3-17 3. Warrant Register, December 21, 2010

**Recommendation: Ratify RDA Warrant Registers total of \$2,678.05 for expenses dated February 10, 2011 through February 24, 2011. Ratify RDA Payroll Registers total of \$46,248.48 dated January 7, 2011 through March 4, 2011.**

*All items listed on the consent calendar are considered to be routine matters or are considered formal documents covering previous Agency instruction. The items listed on the consent calendar may be enacted by one motion and a second. There will be no separate discussion of the consent calendar items unless a member of the Agency or Town Staff requests discussion on specific consent calendar items at the beginning of the meeting. Public requests to comment on consent calendar items should be filed with the Agency Secretary before the consent calendar is called.*

**Recommendation: Adopt Consent Agenda (item 2-3) (roll call vote)**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote \_\_\_\_\_

## DEPARTMENT REPORTS

18-46 4. Transfer of Redevelopment Agency Properties to Town of Yucca Valley and Appointment of Town to Carry Out Redevelopment Activities

RESOLUTION OF THE YUCCA VALLEY REDEVELOPMENT AGENCY APPROVING A TRANSFER AGREEMENT FOR THE TRANSFER OF CERTAIN PROPERTIES OWNED BY THE AGENCY TO THE TOWN OF YUCCA VALLEY FOR USE FOR PUBLIC PURPOSES AND FOR TOWN TO CARRY OUT REDEVELOPMENT ACTIVITIES PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY ACCEPTING TRANSFER OF AND APPROVING A TRANSFER AGREEMENT FOR THE TRANSFER OF CERTAIN PROPERTIES OWNED BY THE YUCCA VALLEY REDEVELOPMENT AGENCY'S TO THE TOWN FOR USE FOR PUBLIC PURPOSES AND FOR TOWN TO CARRYOUT REDEVELOPMENT ACTIVITIES, PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW

Staff Report

**Recommendation:**

- 1. Authorize the Executive Director of the Yucca Valley Redevelopment Agency to transfer certain properties to the Town of Yucca Valley**
- 2. Authorize the Town Manager of the Town of Yucca Valley to accept properties transferred by the Yucca Valley Redevelopment Agency.**
- 3. Approve the Transfer Agreement to Town.**
- 4. Authorize the Executive Director to execute such other easements, deeds and documents as may be necessary to carry out the terms of the Transfer Agreement.**
- 5. Approve Resolutions Authorizing the Town and Redevelopment Agency to enter into a Transfer Agreement Transferring Agency-Owned Properties to the Town and Requiring the Town to Dispose of Certain of Said Properties in Accordance with the Redevelopment Law.**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote \_\_\_\_\_.

- 47-69 5. Contract to Perform Economic Development Services Between Yucca Valley Redevelopment Agency (“Agency”) and the Town of Yucca Valley (“Town”)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING A CONTRACT AND ACCEPTING THE RESPONSIBILITY TO CARRY OUT THE REDEVELOPMENT ACTIVITIES ON BEHALF OF THE YUCCA VALLEY REDEVELOPMENT AGENCY, PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW

A RESOLUTION OF THE YUCCA VALLEY REDEVELOPMENT AGENCY (“AGENCY”) APPROVING A CONTRACT TO PERFORM ECONOMIC DEVELOPMENT SERVICES BETWEEN THE AGENCY AND THE TOWN OF YUCCA VALLEY TO CARRY OUT REDEVELOPMENT ACTIVITIES, PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW

A RESOLUTION OF THE YUCCA VALLEY REDEVELOPMENT AGENCY (“AGENCY”) AUTHORIZING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF \$10,000,000 TO FUND THE AGENCY PROJECTS AND AUTHORIZE THE DIRECTOR OF ADMINISTRATIVE SERVICES TO MAKE THE NECESSARY BUDGET ADJUSTMENTS

Staff Report

**Recommendation:**

1. That the Town Council of the Town of Yucca Valley adopt the Resolution accepting the role and responsibility of aiding and co-operating in the planning, undertaking construction, and operation of the Agency projects for the purposes of implementing the Agency's Redevelopment Plan and Five Year Implementation Plan.
2. That the Yucca Valley Redevelopment Agency Board adopt the Resolution approving a contract with the Town of Yucca Valley to provide economic development services that are necessary to implement the Agency projects consistent with the Agency's adopted Redevelopment Plan and Five Year Implementation Plan.
3. That the Yucca Valley Redevelopment Agency Board adopt the Resolution appropriating \$10,000,000 and authorize the Director of Administrative Services to make the necessary budget adjustments.

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote \_\_\_\_\_.

- 70-99 6. Property Acquisition, Property located at the Northwest Corner of SR 62 and Dumosa Lane, Assessor parcel Number 0595-371-011-0000, 0595-361-021-0000 (partial)

Staff Report

**Recommendation:** That the Redevelopment Agency authorize the purchase of the Dumosa property at the appraised value of \$940,000 and authorize the Executive Director to execute a purchase and sale agreement between the Town of Yucca Valley and the Agency in a form approved by the Agency and Town Counsel; amend the FY 2010-11 adopted budget adding project 931 00 00 8310 8770 n the amount of \$945,000; Fund 931, Redevelopment Agency Debt Service Fund; authorize the Executive Director to sign all necessary documents to complete the property acquisition process, and authorize the Executive Director to pay all costs related to the property purchase subject to the provisions of the attached Purchase and Sale Contract.

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote \_\_\_\_\_.

**PUBLIC COMMENTS**

**ADJOURNMENT**

**TOWN OF YUCCA VALLEY  
REDEVELOPMENT AGENCY MEETING MINUTES  
FEBRUARY 15, 2011**

Chair Huntington called the meeting of the Town of Yucca Valley Redevelopment Agency to order at 7:55 p.m.

Agency Members Present: Hagerman, Luckino, Rowe, Mayes, and Chair Huntington.

Staff Present: Executive Director Nuaimi, Agency Counsel Laymon, Deputy Executive Director Stueckle, Treasurer Yakimow, Community Services Director Schooler and Secretary Anderson.

**CONSENT AGENDA**

1. **Approve**, Minutes of the Regular Redevelopment Agency Meeting of December 21, 2010, as presented.
2. **Adopt**, Resolution No. RDA-11-01, indicating the Agency's intent to remit the 2010-11 Supplemental Educational Revenue Augmentation Fund (SERAF) payment of \$130,956 by May 15, 2011 and direct Staff to communicate the Agency's intent to the County Auditor by March 1, 2011.

A RESOLUTION OF THE REDEVELOPMENT AGENCY, OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, INDICATING THE AGENCY'S INTENT TO REMIT THE 2010-11 SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND (SERAF) PAYMENT OF \$130,956 FROM THE AGENCY'S DEBT SERVICE FUND

3. **Ratify**, RDA Warrant Registers total of \$29,278.09 for expenses dated December 22, 2010 thru January 31, 2011. Ratify RDA Payroll Registers total of \$18,333.38 dated December 10, 2010 thru December 22, 2010.

Agency Member Luckino moved to adopt the Consent Agenda, Items 1-3. Agency Member Rowe seconded. Motion carried 5-0 on a roll call vote.

**AYES:** Agency Members Hagerman, Luckino, Mayes, Rowe and Chair Huntington  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**PUBLIC COMMENTS**

None

**ADJOURNMENT**

There being no further business, Mayor/Chair Huntington adjourned the meeting at 7:57 p.m.

Respectfully submitted,

Jamie Anderson  
Agency Secretary

## YUCCA VALLEY REDEVELOPMENT AGENCY STAFF REPORT

**To:** Honorable Chair and Agency Members  
**From:** Curtis Yakimow, Treasurer  
**Date:** March 8, 2011  
**For Agency Meeting:** March 15, 2011

**Subject:** RDA Warrant Register – March 15, 2011

### Recommendation:

Ratify RDA Warrant Register total of \$ 2,678.05 for expenses dated February 10, 2011 through February 24, 2011. Ratify RDA Payroll Register total of \$ 46,248.48 dated January 7, 2011 through March 4, 2011.

### Order of Procedure:

Department Report  
Request Staff Report  
Request Public Comment  
Agency Discussion  
Motion/Second  
Discussion on Motion  
Call the Question (Roll Call)

### Attachments:

Payroll Register No. 28/1 dated January 7, 2011 total of \$ 9,668.70  
Payroll Register No. 30/1 dated January 21, 2011 total of \$ 9,272.73  
Payroll Register No. 32 dated February 4, 2011 total of \$ 9,048.79  
Payroll Register No. 34 dated February 18, 2011 total of \$ 9,205.51  
Warrant Register No. 35 dated February 10, 2011 total of \$ 1,155.84  
Payroll Register No. 36 dated March 4, 2011 total of \$ 9,052.75  
Warrant Register No. 37 dated February 24, 2011 total of \$ 1,522.21

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Reviewed By:

  
Executive Director

  
Treasurer

\_\_\_\_\_  
Agency Attorney

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session



YUCCA VALLEY RDA  
WARRANT REGISTER # 28/1  
CHECK DATE - January 7, 2011

Payroll Summary

**Summary**

Salaries	7,611.68
Benefits	2,057.02
Professional Services	0.00

**Total Payroll**

\$9,668.70

Prepared by P/R & Financial Specialist:



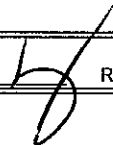

Reviewed by H/R & Risk Mgr.:



**Yucca Valley Redevelopment Agency**

Payroll Allocation

Pay Period 28/1 - Paid 01/07/2011

<b>Salaries</b>	<b>\$7,611.68</b>
<b>Benefits</b>	
Medicare	113.27
Medical Benefit	0.00
Workers Compensation Insurance	228.37
Life & Disability Insurance	0.00
Unemployment Insurance	76.12
Retirement	1,439.26
Car Allowance	200.00
<b>Total Benefits:</b>	<b>2,057.02</b>
<b>Professional Services (Agency Members)</b>	<b>0.00</b>
<b>Total RDA Payroll:</b>	<b>\$9,668.70</b>
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 

YUCCA VALLEY RDA  
WARRANT REGISTER # 30/1  
CHECK DATE - January 21, 2011


Payroll Summary

**Summary**

Salaries	7,198.36
Benefits	2,074.37
Professional Services	0.00

**Total Payroll** \$9,272.73



Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

**Yucca Valley Redevelopment Agency**

Payroll Allocation

Pay Period 30/1 - Paid 01/21/11

<b>Salaries</b>	<b>\$7,198.36</b>
<b>Benefits</b>	
Medicare	107.28
Medical Benefit	0.00
Workers Compensation Insurance	215.97
Life & Disability Insurance	0.00
Unemployment Insurance	72.00
Retirement	1,479.12
Car Allowance	200.00
<b>Total Benefits:</b>	<b>2,074.37</b>
<b>Professional Services (Agency Members)</b>	<b>0.00</b>
<b>Total RDA Payroll:</b>	<b>\$9,272.73</b>
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 

**Yucca Valley Redevelopment Agency**

Payroll Allocation

Pay Period 32 - Paid 02/04/11

<b>Salaries</b>	<b>\$7,020.64</b>
<b>Benefits</b>	
Medicare	104.70
Medical Benefit	0.00
Workers Compensation Insurance	210.64
Life & Disability Insurance	0.00
Unemployment Insurance	70.22
Retirement	1,442.59
Car Allowance	200.00
<b>Total Benefits:</b>	<b>2,028.15</b>
<b>Professional Services (Agency Members)</b>	<b>0.00</b>
<b>Total RDA Payroll:</b>	<b>\$9,048.79</b>
Prepared by P/R & Financial Specialist <i>[Signature]</i>	Reviewed by H/R & Risk Mgr.: <i>[Signature]</i>

YUCCA VALLEY RDA  
WARRANT REGISTER # 32  
CHECK DATE - February 04, 2011

Payroll Summary


**Summary**

Salaries	7,020.64
Benefits	2,028.15
Professional Services	0.00

**Total Payroll**

\$9,048.79

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

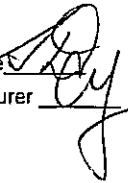
**RDA WARRANT REGISTER # 35  
CHECKS DATED FEBRUARY 10, 2011**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 33748, # 33794, # 33824 are valid

RDA - CAPITAL PROJECTS FUND # 930	\$0.00
RDA - DEBT SERVICE FUND # 931	\$547.84
RDA - DEBT SERVICE - FUND # 932	\$608.00
<b>GRAND TOTAL</b>	<b><u><u>\$1,155.84</u></u></b>

Prepared by: Shirlene Doten, Finance  
Reviewed by: Curtis Yakimow, Treasurer



Approved by: Mark Nuaimi, Executive Director



**Yucca Valley Redevelopment Agency**  
**Warrant Register**  
**February 10, 2011**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
931		RDA - DEBT SERVICE FUND		
	33794	Hi-Desert Water	Water Service	\$132.70
	33824	SCE	Electric Service	415.14
<b>Total 931</b>		<b>RDA - DEBT SERVICE FUND</b>		<b>\$547.84</b>
932		RDA - LOW/MODERATE HOUSING FUND		
	33748	Aleshire & Wynder, LLC	Professional Services	\$608.00
<b>Total 932</b>		<b>RDA - LOW/MODERATE HOUSING FUND</b>		<b>\$608.00</b>
***		<b>Report Total</b>		<b>\$1,155.84</b>



YUCCA VALLEY RDA  
WARRANT REGISTER # 34  
CHECK DATE - February 18, 2011

Payroll Summary

**Summary**

Salaries	7,027.41
Benefits	2,028.10
Professional Services	150.00

**Total Payroll**

\$9,205.51

Prepared by P/R & Financial Specialist:



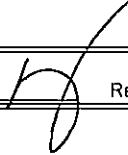

Reviewed by H/R & Risk Mgr.:



# Yucca Valley Redevelopment Agency

## Payroll Allocation

Pay Period 34 - Paid 02/18/11

<b>Salaries</b>	<b>\$7,027.41</b>
<b>Benefits</b>	
Medicare	104.80
Medical Benefit	0.00
Workers Compensation Insurance	210.84
Life & Disability Insurance	0.00
Unemployment Insurance	70.29
Retirement	1,442.17
Car Allowance	200.00
<b>Total Benefits:</b>	<b>2,028.10</b>
<b>Professional Services (Agency Members)</b>	<b>150.00</b>
<b>Total RDA Payroll:</b>	<b>\$9,205.51</b>
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 

**YUCCA VALLEY RDA  
WARRANT REGISTER # 36  
CHECK DATE - March 4, 2011**

Payroll Summary

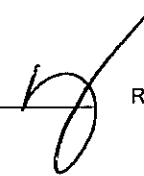
**Summary**

Salaries	7,024.39
Benefits	2,028.36
Professional Services	0.00

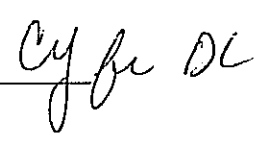
**Total Payroll**

\$9,052.75

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



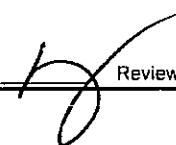
**Yucca Valley Redevelopment Agency**

Payroll Allocation

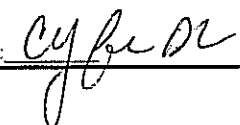
Pay Period 36 - Paid 3/04/11

<b>Salaries</b>	<b>\$7,024.39</b>
<b>Benefits</b>	
Medicare	104.75
Medical Benefit	0.00
Workers Compensation Insurance	210.75
Life & Disability Insurance	0.00
Unemployment Insurance	70.26
Retirement	1,442.60
Car Allowance	200.00
<b>Total Benefits:</b>	<b>2,028.36</b>
<b>Professional Services (Agency Members)</b>	
<b>Total RDA Payroll:</b>	<b>\$9,052.75</b>

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:

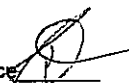



**RDA WARRANT REGISTER # 37  
CHECKS DATED FEBRUARY 24, 2011**

**FUND DISTRIBUTION BREAKDOWN**

Check # 33848, # 33871, # 33896, and # 33901 are valid

RDA - CAPITAL PROJECTS FUND # 930	\$0.00
RDA - DEBT SERVICE FUND # 931	\$426.70
RDA - DEBT SERVICE - FUND # 932	\$1,095.51
<b>GRAND TOTAL</b>	<b><u>\$1,522.21</u></b>

Prepared by: Shirlene Doten, Finance   
Reviewed by: Curtis Yakimow, Treasurer \_\_\_\_\_

Approved by: Mark Nuaimi, Executive Director 

**Yucca Valley Redevelopment Agency**

**Warrant Register**

February 24, 2011

<b>Fund</b>	<b>Check # Vendor</b>	<b>Description</b>	<b>Amount</b>
931 RDA - DEBT SERVICE FUND			
	33848 Aleshire & Wynder, LLC	Professional Services	\$209.00
	33871 FedEx	Delivery Service	52.70
	33901 Rosenow Spevacek Grp., Inc.	Professional Services	165.00
<b>Total 931 RDA - DEBT SERVICE FUND</b>			<b>\$426.70</b>
932 RDA - LOW/MODERATE HOUSING FUND			
	33871 FedEx	Delivery Service	\$26.60
	33896 Petty Cash-Michele Linzner	Miscellaneous Supplies	18.91
	33901 Rosenow Spevacek Grp., Inc.	Professional Services	1,050.00
<b>Total 932 RDA - LOW/MODERATE HOUSING FUND</b>			<b>\$1,095.51</b>
<b>***</b>	<b>Report Total</b>		<b>\$1,522.21</b>

**TOWN COUNCIL / REDEVELOPMENT AGENCY STAFF REPORT**

**To:** Honorable Mayor & Town Council; Chair and Board Members  
**From:** Mark Nuaimi, Executive Director  
**Date:** March 7, 2011  
**For**  
**Council/Authority:** March 9, 2011



**Subject: TRANSFER OF REDEVELOPMENT AGENCY PROPERTIES TO TOWN OF YUCCA VALLEY AND APPOINTMENT OF TOWN TO CARRY OUT REDEVELOPMENT ACTIVITIES**

**Recommendation:**

1. Authorize the Executive Director of the Yucca Valley Redevelopment Agency to transfer certain properties to the Town of Yucca Valley.
2. Authorize the Town Manager of the Town of Yucca Valley to accept properties transferred by the Yucca Valley Redevelopment Agency.
3. Approve the Transfer Agreement to Town.
4. Authorize the Executive Director to execute such other easements, deeds and documents as may be necessary to carry out the terms of the Transfer Agreement.
5. Approval of Resolutions Authorizing the Town and Redevelopment Agency to Enter into a Transfer Agreement Transferring Agency-Owned Properties to the Town and Requiring the Town to Dispose of Certain of Said Properties in Accordance with the Redevelopment Law.

**Summary:** The Yucca Valley Redevelopment Agency was established in 1992 pursuant to provisions of the California Health and Safety Code. The primary purpose of the Agency is to eliminate blighted areas by encouraging development of residential, commercial, industrial, recreational and public facilities. In that regard, the Town has approved and adopted a redevelopment plan for the Yucca Valley Redevelopment Project No. 1 and has established a low and moderate income housing fund to be used for the purposes of increasing, improving and preserving the Town's supply of affordable housing. Over the years, the Agency has acquired various properties throughout the Town of Yucca Valley, thereby eliminating blight, providing viable businesses, affordable housing and generating jobs and sales taxes for the community.

Reviewed By:

 Town Manager     
 \_\_\_\_\_ Town Attorney     
  Mgmt Services     
 \_\_\_\_\_ Dept Head

Department Report     
 \_\_\_\_\_ Ordinance Action     
  Resolution Action     
 \_\_\_\_\_ Public Hearing  
 \_\_\_\_\_ Consent     
 \_\_\_\_\_ Minute Action     
 \_\_\_\_\_ Receive and File     
 \_\_\_\_\_ Study Item

As part of the Governor's budget proposal for FY 2010-11 and FY 2011-12, the Governor has proposed elimination of Redevelopment Agencies as they exist today. As part of the elimination, any property held by agencies would be transferred to the successor entities, and would be disposed of in accordance with a newly appointed oversight board. The existing Redevelopment Agency would lose complete control over the disposition of property.

The Agency has acquired an inventory of property some of which is suitable for disposition to end users, either public or private. Generally, the properties fall into three categories: (i) properties which will be developed for public purposes (police station, park, parking) where the end user is the Town; (ii) property which has been acquired with housing set aside monies and should be conveyed to the Housing Authority for such purposes; and (iii) property which should be developed by a private entity as the end user and the Town can act to carry out redevelopment programs pursuant to the conditions herein. In order to continue to properly develop these properties, the Agency desires to transfer certain of its remaining properties to the Town of Yucca Valley for development of said properties for the continued benefit of the community.

**Order of Procedure:**

- Staff Report
- Public Comment
- Board Discussion
- Motion/Second
- Discussion on Motion
- Roll Call Vote

**Discussion:**

**Background and Analysis:**

The Agency was authorized under the Redevelopment Plan for the Yucca Valley Redevelopment Project Area No. 1 (adopted on August 5, 1993), to carry out redevelopment under the Community Redevelopment Law ("CCRL"). The Agency is currently active in implementing the Five Year Implementation Plan (FY2009-2010 through FY2013-2014), which was adopted on May 4, 2010. The Implementation Plan outlines specific goals in economic development, affordable housing and community enhancement, including environmental programs.



The Agency has relied on the Town for contract services since its inception in 1992 in order to carry out the purposes of the Redevelopment Plan. Town officers and employees have dealt with the challenges of development in Yucca Valley for many years and are well aware of all land use issues through the Planning Department. Additionally, the CCRL contemplates the Town as the successor to the Agency when its powers lapse. For that and other reasons, it is prudent for the Agency to transfer its properties to an entity which understands the challenges facing the Morongo Basin.

### Redevelopment in Yucca Valley

The Landers Earthquake struck the area on June 28, 1992. As a result, the Agency was established in September 1992 to primarily respond to the damages from the earthquake and to provide mechanisms for economic recovery as a result of the devastating impact the earthquake had on public and private property. The Agency's primary goal continues to be eliminating blighting conditions in the Project Area and ensure the economic vitality of the town through improvements to public infrastructure, commercial development, and affordable housing. Long-term revitalization activities are guided by the 40-year Redevelopment Plan for the Project Area. Redevelopment projects have included public facility and infrastructure improvements, economic assistance and affordable housing renovation and construction.

### Ultimate Development of Properties

In light of all of the above considerations, the Agency has considered the inventory of land which it has acquired over the project life. These parcels can be categorized based on the end users of the parcels. They fall into the following categories: (i) Public facilities where the end user is the Town; (ii) Lo-Mod Income housing development, where the Town or County Housing Authority can carry out development projects; and (iii) Private development by developers experienced in commercial development where the Town could be an intermediary in carrying out development consistent with the redevelopment law. The Agency has analyzed its inventory and made determinations as to suitability of its inventory, and proposes to transfer the property in accordance with those determinations, as explained below.

#### **Transfer to Town for Public Use.**

The properties in this category include parcels or portions of parcels necessary for street and road purposes; for pipelines, easements and facilities for utilities and sewer and water works including reclaimed water; for park, recreation and open space purposes; for public parking purposes; library and other public facilities. Examples include properties acquired

along SR 62 in the Town's Old Town Specific Plan area, which are suitable for public facility purposes. Other parcels have been acquired for highway realignment purposes, potential public safety facility purposes, and for various other purposes. The action proposed hereunder includes the properties on the list below. Additionally, the action includes giving the Executive Director authority to include easements and utility corridor conveyances which may be identified at a later time.

Properties that will remain in Town Ownership (shown on Exhibit A to the Transfer Agreement):

1. Elk Trail at SR 62
2. Fox Trail
3. Buma/Stahmer at Elk

**Housing Authority Transfers.**

A separate conveyance is planned for the properties acquired with the Agency's housing set aside funds upon the envisioned establishment of the Yucca Valley Housing Authority. This review of inventory has shown that it will be appropriate at that time to convey all the parcels which are intended for affordable and low-moderate income housing development to the Housing Authority, which has extensive authority under the Housing Authorities Law to accomplish the development of the parcels. In this case, this does not mean that the Housing Authority itself will be the end user. As in the case of the properties in the third category, the Housing Authority may go through a process to find a suitable housing developer and convey the property to such developer to be used for housing purposes, as the Agency has previously with the other projects it has developed.

The list of Housing Parcels is as follows:

RDA Duplexes

- 0601-161-12-0000
- 0601-161-27-0000
- 0601-161-28-0000
- 0601-193-20-0000
- 0601-193-21-0000

## Dumosa/SR 62 Site (Town Hall Complex at Hwy 62 and Dumosa)

- 0595-361-021-0000 partial piece
- 0595-371-011-0000

### **Parcels Transferred to Town for Disposition to a Suitable Developer.**

The third category of parcels in the Agency's inventory which are suitable for disposition are parcels which were acquired with the goal of identifying a suitable application for prime commercial property, as indicated on Exhibit B to the Transfer Agreement. This property is the former Pomona First Federal Bank property that was acquired from the FDIC after the bank failure. The property was purchased with the intent of identifying either a public facility purpose, or a defined commercial use. Given the visibility and potential restrictions on preferred use of the parcel, the Agency entered into an Exclusive Negotiating Agreement with Pacific Development Group LLC to identify specific acceptable uses of the property for Agency consideration.

### Proposed Actions

The Governor has made legislative proposals which envision the elimination of redevelopment agencies as early as July 1, 2010. It is unknown what the final form of the legislation might be. It is the Agency's desire to do everything possible to support the redevelopment program, and ensure that it is carried out to the extent possible under the Implementation Plan.

Accordingly, the Transfer Agreement will include parcels in this last category. The transfer of these parcels will be subject to the following conditions:

- A. The Town will have the right to exercise all the power that the Agency currently possesses under the CCRL, subject to all the obligations, duties and restrictions contained therein.
- B. The Town will have 90 days to locate an appropriate developer who can develop the PFF properties to meet the Agency objectives.
- C. The Town will approve disposition of the parcels through a public process in accordance with CCRL, including sections 33433, with noticed public hearings in accordance therewith, and if it approves them, making appropriate findings. The Town will determine how the project will alleviate blight and carry out the purposes of the Implementation Plan.
- D. The Town will negotiate appropriate terms and conditions to the transactions, including considering the restrictions in the redevelopment plan on the value,

and any covenants and restrictions imposed on the property. The valuation shall consider not only cash paid, but other forms of consideration, including the obligation to remediate the property, and the restrictions on use. The Town may endeavor to record covenant agreements against the parcels upon disposition so that the Town will continue to have the right to enforce such restrictions after the disposition of the parcels.

- E. If the Town cannot accomplish the foregoing in 90 days, the property shall be ultimately re-conveyed to the Agency.
- F. The Agency may allocate funds for the Town's accomplishment of the foregoing up to \$50,000.

**Alternatives:** Decline to transfer the properties and allow the properties to follow normal Agency life. Should the Governor's proposal pass, this would result in the transfer of Agency properties to the successor entity, and be subject to the control of the newly established oversight board.

**Fiscal impact:** There is no immediate fiscal impact from the recommended action.

**Attachments:**

Town of Yucca Valley Resolution  
Yucca Valley Redevelopment Agency Resolution  
Transfer Agreement

TRANSFER AGREEMENT FOR THE TRANSFER OF CERTAIN  
PROPERTIES OWNED BY THE YUCCA VALLEY REDEVELOPMENT  
AGENCY TO THE TOWN OF YUCCA VALLEY

THIS AGREEMENT FOR THE TRANSFER OF CERTAIN PROPERTIES OWNED BY THE YUCCA VALLEY REDEVELOPMENT AGENCY TO THE TOWN OF YUCCA VALLEY ("Agreement") is made this 11th day of March, 2011 by and between the **Yucca Valley Redevelopment Agency**, a public body, municipal and politic ("Agency"), and the **Town of Yucca Valley**, a public body, municipal and politic ("Town").

R E C I T A L S :

A. The Town Council of the Town of Yucca Valley (the "Town Council") adopted Redevelopment Project No. 1 (the "Project Area") on August 5, 1993, pursuant to Ordinance No. 37, which resulted in the allocation of taxes from the Project Area to the Yucca Valley Redevelopment Agency (the "Agency") for purposes of redevelopment; and

B. The intent of the Redevelopment Plan is, in part, to provide for the development and redevelopment of blighted areas in the community; to promote the general welfare of the people within the community by improving physical and economic conditions through employment of all appropriate means; to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; to provide for the construction and installation of necessary public infrastructure and facilities and facilitate the repair, restoration, and/or replacement of existing public facilities; to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Project Area; and to take all other necessary actions to implement the Redevelopment Plan for the Project Area and to expend tax increment to accomplish the goals and objectives of the Redevelopment Plan; and

C. The Agency has adopted its Five-Year Implementation Plan for the Project Area (the "Implementation Plan") with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization, and to implement the programs and activities associated with these goals, the Agency has acquired real property within the Project Area to be redeveloped; and

D. The Project Area consists of 2,358 acres or approximately 10% of the total area of the Town. The Redevelopment Project includes the central business district of the Town and a residential area in the eastern portion of the Town. The Agency financed the development of the Old Town Specific Plan. This land use plan seeks concentrated development along the state highway in the western portion of the Town, creating a pedestrian friendly destination for both residents and tourists. The Agency has during the course of its redevelopment activities acquired properties within the boundaries of the Old Town Specific Plan -- listed in Exhibits "A" and "B" (collectively, the "Properties") to remediate and redevelop for future economic development projects and for the elimination of blight; and

E. Included within the Properties, the Agency has acquired parcels or portions of parcels, and lands along State Highway 62, the Town's commercial center, all of which are

necessary for street and road purposes; for pipelines, easements and facilities for utilities and sewer and water works including reclaimed water; for park, recreation and open space purposes; for public parking purposes; and for public facilities such as a library and a police station; and said parcels have been acquired over time but have not yet been transferred to the Town; and

F. Pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (the "CCRL"), certain public bodies, including the Town of Yucca Valley ("Town"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

G. The Agency desires to transfer to the Town, the Properties, along with the responsibility for implementing the Redevelopment Plan and the Implementation Plan to bring about the redevelopment of those Properties, as the Town is familiar with the environmental issues associated with the Properties and the goals of the CCRL, the Redevelopment Plan, and the Implementation Plan; the Town has been intimately involved with the development of the Old Town Specific Plan; the Town has land use authority within the Town; and the Town desires to cooperate with the Agency and to carry out the redevelopment of the Properties, in accordance with the objectives and purposes of the CCRL, the Redevelopment Plan, and the Implementation Plan; and

H. The Agency and the Town have prepared a Transfer Agreement (the "Agreement") for the Agency to transfer to the Town the Properties for the following purposes: (i) the Town shall retain each of the Properties listed in Exhibit "A" for public use, in accordance with the Town's authority as a duly organized municipal corporation; (ii) the Town shall convey each of the properties listed in Exhibit "B" within ninety (90) days through disposition and development agreements for private development by qualified developers experienced in development; and (iii) the Town shall have all the authority that the Agency has under the CCRL to carry out the redevelopment of these Properties; and (iv) the activities of the Town hereunder shall be undertaken, in accordance with the CCRL, as the CCRL is written as of the execution date of the Agreement; and

I. All other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

### TERMS AND CONDITIONS

#### 1. INCORPORATION OF RECITALS.

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are hereby incorporated herein.

#### 2. TRANSFER OF PROPERTIES.

Subject to and on the terms and conditions herein set forth, and Agency agrees to convey and assign to Town, and Town hereby agrees to accept from Agency, the Properties described in Exhibits "A" and "B" together with (i) all privileges, rights, easements, buildings and

appurtenances belonging to the real property, (ii) all development rights, air rights, water rights and water stock relating to the real property, and (iii) all right, title and interest of Agency in and to any streets, alleys, passages, other easements, and rights-of-way or appurtenances included in, adjacent to or used in connection with the Properties.

The properties listed in Exhibit "A" are those necessary for street and road purposes; for easements and facilities for utilities and sewer and water works, including reclaimed water; for park, recreation and open space purposes; for a library, for public parking purposes; and for other public facilities.

The properties listed in Exhibit "B" are: (i) those with major determined location constraints which prevent them from being developed other than by a developer experienced with commercial development.

With the consent of the parties, additional parcels may be added to Exhibit "A".

### 3. CONDITIONS TO CONVEYANCE.

Transfer of the Properties shall be subject to the terms and conditions set forth in this Section. This Agreement shall be undertaken and carried out in accordance with the CCRL, and to implement the Redevelopment Plan and the Implementation Plan.

#### 3.1 Properties Listed in Exhibit "A".

The CCRL has empowered the Agency to pay for and accrue land for the development of buildings, facilities or structures or other improvements (e.g., 33445). The Agency has acquired such land and hereby conveys the Parcels in Exhibit "A" for such public use, as identified in Exhibit "A". Town shall retain each of the properties listed in Exhibit "A" for public use, in accordance with the Town's authority as a duly organized municipal corporation. The properties shall be developed for streets, easements, open space, and public facilities such as police stations.

#### 3.2 Properties Listed in Exhibit "B".

The Town shall endeavor to convey each of the properties listed in Exhibit "B" within ninety (90) days through disposition and development agreements for private development by qualified and experienced developers. The Town shall assure that the proposed developer will develop the property consistent with the purposes in the Implementation Plan. The Town executed an Exclusive Negotiating Agreement on October 14, 2010 with Pacific Development Group for Redevelopment of the site. The Town shall utilize current agreements to assume long-term control of the uses, and enforcement rights by Town.

(a) The Town will have the right to exercise all the power that the Agency currently possesses under the CCRL, subject to all the obligations, duties and restrictions contained therein.

(b) The Town will have 90 days to locate an appropriate developer who can develop the properties and who is experienced in commercial development.

(c) The Town will approve disposition of the parcels through a public process in accordance with Section 33430 *et seq.* of the CCRL, including sections 33433, with noticed public hearings in accordance therewith, and if it approves them, making appropriate findings. The Town will determine how the project will alleviate blight and carry out the purposes of the Redevelopment Plan and Implementation Plan.

(d) The Town will accomplish the remediation of the property or require the developer to do so.

(e) The Town will negotiate appropriate terms and conditions to the transactions, including considering the restrictions in the redevelopment plan on the value, and any covenants and restrictions imposed on the property. The valuation shall consider not only cash paid, but other forms of consideration, including the obligation to remediate the property, and the restrictions on use. The Town will endeavor to record covenant agreements against the parcels upon disposition so that the Town will continue to have the right to enforce such restrictions after the disposition of the parcels.

(f) If the Town cannot accomplish the foregoing in 90 days, the properties shall be ultimately reconveyed to the Agency.

(g) The Agency may allocate funds for the Town's accomplishment of the foregoing up to \$50,000.

#### 4. CONSIDERATION.

In consideration of the transfer of the Properties from Agency to Town, Town is hereby obligated to carry out the redevelopment and disposition of the Properties in accordance with the terms of this Agreement.

#### 5. ADDITIONAL DOCUMENTS REQUIRED FROM AGENCY.

Immediately upon execution of this Agreement, each Property shall be transferred by the Agency to the Town by the execution of a grant deed, which shall be substantially in the form attached hereto and incorporated herein as Exhibit "C". Possession of each Property shall be delivered to the Town concurrently with the conveyance of title. Town will cause the Grant Deed to be recorded.

#### 6. DUE DILIGENCE.

##### 6.1 Disclaimer of Warranties.

Town shall acquire the Properties in their "AS IS" and "WITH ALL FAULTS" condition and shall be responsible for any and all defects in the Properties, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Properties, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Properties. Agency makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Properties. Town acknowledges that, once Town obtains title to the Properties,



any liability of Agency for the environmental condition of the Properties shall be extinguished, that Agency shall have no liability for remediating any environmental condition of the Properties and that Town shall indemnify Agency against any claim or liability relating to the condition of the Properties.

6.2 Review of Documents.

Agency shall make available to Town true, correct and complete copies of all contracts which relate to the Properties (together with any amendments or modifications thereto), and all reports or other documents in Agency's possession respecting the physical condition of or prior uses of the Properties, if any, and any other information in Agency's possession or control reasonably requested by Agency regarding the Properties.

6.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Agency grants to Town, its agents and employees a limited license to enter upon the Properties for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Properties, which studies, surveys, investigations and tests shall be done at Town's sole cost and expense.

(b) As a condition to Town's entry, inspection or testing, Town shall keep the Properties free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement.

6.4 Title Policy. The Agency shall furnish Buyer with a CLTA Owner's Policy of Title Insurance ("Title Policy") for the Property, wherein the Title Company shall insure that title to the Property shall be vested in Town. The Title Policy shall include any available title insurance, extended coverage or endorsements that Town has reasonably requested.

7. CONDITIONS PRECEDENT TO CONVEYANCE OF THE PROPERTY.

7.1 Conditions to Town's Obligations.

The obligations of Town under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Town of each of the following conditions precedent:

(a) Agency has provided the executed and recordable Grant Deeds to Town.

(b) Timely performance by Town of all of the obligations required by the terms of this Agreement to be performed by Town.

7.2 Conditions to Agency's Obligations.

The obligations of Agency under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Agency of the following conditions precedent:

(a) Timely performance by Town of all of the obligations required by the terms of this Agreement to be performed by Town.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Representations and Warranties.

Agency hereby makes the following representations and warranties to Town, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Closing on the Property:

(a) Agency has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Properties to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

(b) There are no pending or threatened allegations, lawsuits or claims which would affect the Properties.

To the best of Agency's knowledge, Agency shall disclose to Town any documents, writings, or knowledge of any environmental conditions of the Properties. Town will take interest in the Properties as provided herein, in an "As-Is, Where Is" condition.

(c) There are no contracts, claims or rights affecting the development or use of Properties and no agreements entered into by or under Agency that shall survive the Closing that would adversely affect Town's rights with respect to the Property except as heretofore disclosed in writing by Agency to Town.

(d) Agency has received no written notice from any third parties, prior owners of the Properties, or any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(e) Agency is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(f) Agency hereby represents, warrants and covenants to Town that Agency shall deliver exclusive possession of the Property to Town.

9. ADDITIONAL INSTRUCTIONS.

9.1 No Escrow Instructions.

Because this Agreement is being entered into by two related entities, an escrow is not being entered into and shall not be required. The officers of Agency shall carry out the recordation of the documents necessary to convey title, and shall assume the proper vesting of title.

9.2 General Provisions.

Town shall instruct the San Bernardino County Recorder to mail the Grant Deed to Town at the address set forth in Section 11.4 after recordation. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

10. BROKERAGE COMMISSIONS.

Town and Agency each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Town and Agency each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. MISCELLANEOUS.

11.1 No Conflict of Interest.

No officer or employee of the Town or Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Agency and Town each warrant that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

11.2 Notices.

Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate:

To Agency: Town of Yucca Valley  
Attn: Town Manager  
57090 29 Palms Highway  
Yucca Valley, CA 92284  
Fax: 760-369-0626

Copy To: Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400  
Irvine, California 92612  
Attn: Lona Laymon, Esq.  
Fax: (949) 223-1180

To Town: Yucca Valley Redevelopment Agency

Attn: Executive Director  
57090 29 Palms Highway  
Yucca Valley, CA 92284  
Fax: 760-369-0626

Copy To: Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400  
Irvine, California 92612  
Attn: Lona Laymon, Esq.  
Fax: (949) 223-1180

#### 11.3 Interpretation; Governing Law.

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

#### 11.4 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

#### 11.5 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

#### 11.6 Severability.

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### 11.7 Merger of Prior Agreements and Understandings.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to

contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

11.8 Execution in Counterparts.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

“TOWN”

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
George Huntington, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

“AGENCY”

YUCCA VALLEY REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
George Huntington, Chair

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

\_\_\_\_\_  
Lona Laymon, Agency Counsel and  
Town Attorney

**EXHIBIT "A"**

**LIST OF PROPERTIES TO BE RETAINED BY TOWN**

1. Elk Trail at SR 62 (SR-62 Realignment Project)

- a. 0586-321-01-0000
- b. 0586-321-02-0000
- c. 0586-321-16-0000
- d. 0586-321-17-0000
- e. 0586-322-04-0000
- f. 0586-322-05-0000

2. Fox Trail (SR-62 Realignment Project)

- a. 0586-321-11-0000
- b. 0586-321-12-0000
- c. 0586-321-13-0000
- d. 0586-321-14-0000
- e. 0586-321-15-0000

3. Buma/Stahmer (SR-62 Realignment Project)

- a. 0586-101-08-0000
- b. 0586-101-09-0000

**EXHIBIT "B"**

**LIST OF PROPERTIES TO BE CONVEYED IN  
ACCORDANCE WITH GOALS AND PURPOSES OF CCRL**

1. PFF Bldg/Lot            57-271 29 Palms Hwy Yucca Valley, CA 92284
  - a. 0595-162-08-0000
  - b. 0595-162-09-0000



**EXHIBIT "C"**

**GRANT DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

TOWN OF YUCCA VALLEY  
57090 29 Palms Hwy.  
Yucca Valley, CA 92284  
Attn: Town Manager

(Space Above Line for Recorder's Use Only)  
Exempt from filing Fees per Govt. Code § 27383

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the YUCCA VALLEY REDEVELOPMENT AGENCY, a public body corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the TOWN OF YUCCA VALLEY, a municipal corporation, herein called "Grantee," the real property referred to as Assessor's Parcel No. \_\_\_\_\_, hereinafter referred to as the "Site," in the Town of Yucca Valley, County of San Bernardino, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

**1. Non-Discrimination.**

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.

**2. Form of Nondiscrimination Clauses in Agreements.**

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability,

ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: “The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.”

(b) **Leases:** In leases the following language shall appear: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: “that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.”

(c) **Contracts:** In contracts the following language shall appear: “There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land.”

### **3. Covenants to Run With the Land.**

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the date first above written.

**“GRANTOR”**

**YUCCA VALLEY REDEVELOPMENT  
AGENCY**

a public body, corporate and politic

By: \_\_\_\_\_  
**GEORGE HUNTINGTON**  
Chair

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP**

By: \_\_\_\_\_  
**LONA LAYMON**  
Agency Counsel

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
**MARK NUAIMI**  
Executive Director

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the grant deed dated on or about \_\_\_\_\_, 2011, from the Yucca Valley Redevelopment Agency to the Town of Yucca Valley is hereby accepted by the undersigned officer on behalf of the Town of Yucca Valley pursuant to authority conferred by the Town Council of the Town of Yucca Valley pursuant to the Transfer Agreement approved on March 15, 2011 for the Transfer of Certain Properties Owned by the Yucca Valley Redevelopment Agency to the Town of Yucca Valley to Act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Community Redevelopment Law, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2011

**GRANTEE:**

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
George Huntington, Mayor

ATTEST:

\_\_\_\_\_  
Janet M. Anderson, Town Clerk

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
(Seal)

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
(Seal)

**ATTACHMENT NO. 1 TO EXHIBIT "C" OF TRANSFER AGREEMENT**  
**LEGAL DESCRIPTION OF THE SITE**

## RESOLUTION NO. RDA-11-

### **RESOLUTION OF THE YUCCA VALLEY REDEVELOPMENT AGENCY APPROVING A TRANSFER AGREEMENT FOR THE TRANSFER OF CERTAIN PROPERTIES OWNED BY THE AGENCY TO THE TOWN OF YUCCA VALLEY FOR USE FOR PUBLIC PURPOSES AND FOR TOWN TO CARRY OUT REDEVELOPMENT ACTIVITIES, PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW**

WHEREAS, the Town Council of the Town of Yucca Valley (the "Town Council") adopted Redevelopment Project No. 1 (the "Project Area") on August 5, 1993, pursuant to Ordinance No. 37, which resulted in the allocation of taxes from the Project Area to the Yucca Valley Redevelopment Agency (the "Agency") for purposes of redevelopment; and

WHEREAS, the intent of the Redevelopment Plan (the "Plan") is, in part, to remedy, remove and prevent physical blight and economic obsolescence in the Project Area through implementation of the Plan; expand the commercial base of the community; encourage the cooperation and participation of residents, businesses, business persons, public agencies and community organizations in the redevelopment/revitalization of the Project Area; upgrade the general aesthetics of the commercial enterprises to improve their economic viability; provide for the expansion, renovation and relocation of businesses within the Project Area to enhance their economic viability; improve and/or provide electric, gas, telephone, water and wastewater facilities to both developed and subdivided undeveloped properties within the Project Area; to recycle and/or develop underutilized parcels to accommodate higher and better economic uses, improving the financial viability of the Town; address inadequate street improvements and roads that vary in width and degree of improvement as they cross Project Area No. 1; alleviate inadequate drainage improvements that constrain the development of various parcels in Project Area No. 1, the cost of which cannot be borne by private enterprise acting alone; address parcels of property that are inadequately sized for proper usefulness and development and which are held in divided and widely scattered ownerships; remedy depreciating property values and impaired investments; provide opportunities and mechanisms to increase sales tax, business license tax and other revenues to the Town; the rehabilitation, remodeling, demolition or removal of buildings and structures and improvements; rehabilitation, development and construction of affordable housing in compliance with state law; providing the opportunity for participation by owners and tenants presently located in the Project Area and the extension of preferences to occupants desiring to remain or relocate within the redeveloped Project Area; providing relocation assistance to displaced residential and nonresidential occupants; the development or redevelopment of land by private enterprise or public agencies for purposes and uses consistent with the objectives of the Plan; managing of any property acquired by the Agency; assisting in providing financing for the construction of residential, commercial and industrial buildings to increase the residential, commercial and industrial base of the Town and surrounding area, and the number of temporary and permanent jobs in the Town and surrounding area; and

WHEREAS, the Agency has adopted its Five-Year Implementation Plan for the Project Area (the "Implementation Plan") with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization, and to implement the programs and activities associated with these goals, the

Agency has acquired real property within the Project Area to be redeveloped; and

WHEREAS, because the Project Area consists of 2,358 acres of developed and undeveloped land, the Agency has during the course of its redevelopment activities acquired properties listed in Exhibits "A," and "B," to the Transfer Agreement to remediate and redevelop for future economic development projects and for the elimination of blight; and

WHEREAS, Agency has acquired parcels or portions of parcels and properties acquired along State Route 62, the Town 's commercial center, all of which are necessary for street and road purposes; for pipelines, easements and facilities for utilities and sewer and water works including reclaimed water; for park, recreation and open space purposes; for public parking purposes; and for public facilities such as a library, public safety station; and said parcels have been acquired over time but have not yet been transferred to the Town; and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (the "CCRL"), certain public bodies, including the Town of Yucca Valley ("Town"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, the Agency desires to transfer to the Town, the Properties, along with the responsibility of implementing the Redevelopment Plan and the Implementation Plan to bring about the redevelopment of those Properties, as the Town is familiar with the development issues associated with the Properties and the goals of the CCRL, the Redevelopment Plan, and the Implementation Plan; the Town has been intimately involved with the development of the Yucca Valley Old Town Specific Plan; the Town has land use authority within the Town; and the Town desires to cooperate with the Agency and to carry out the redevelopment of the Properties, in accordance with the objectives and purposes of the CCRL, the Redevelopment Plan, and the Implementation Plan; and

WHEREAS, the Agency and the Town have prepared a Transfer Agreement (the "Agreement") for the for the Agency to transfer to the Town the Properties for the following purposes: (i) the Town shall retain each of the Properties listed in Exhibit "A" for public use, in accordance with the Town's authority as a duly organized municipal corporation; (ii) the Town shall convey each of the properties listed in Exhibit "B" within ninety (90) days through disposition and development agreements for private development by qualified developers experienced in development of commercially sensitive land; (iii) the Town shall have all the authority that the Agency has under the CCRL to carry out the redevelopment of these Properties; and (iv) the activities of the Town hereunder shall be undertaken, in accordance with the CCRL, as the CCRL is written as of the execution date of the Agreement; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE TOWN OF YUCCA VALLEY DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the foregoing recitals are true and correct.



Section 2. The Agency has received and heard all oral and written objections to the proposed transfer of Properties from the Agency to the Town as proposed in the Agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Agency hereby approves the Transfer Agreement transferring the Properties listed in Exhibits "A" and "B" of the Transfer Agreement, and approves the transfer of such Properties pursuant to the terms thereof. The transfer is subject to the following terms (see staff request).

Section 4. The Executive Director may include the transfer of additional parcels or portions of parcels thereof for street, utility, or other public purposes related to the foregoing.

Section 5. The Agency Executive Director, or designee, is hereby authorized to execute the Agreement on behalf of the Agency, together with such non-substantive changes and amendments as may be approved by the Agency Executive Director and Agency Counsel.

Section 6. The Agency Executive Director, or designee, is hereby authorized, on behalf of the Agency, to sign all documents necessary and appropriate to carry out and implement the Agreement, and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED, this 15<sup>th</sup> day of March, 2011:

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AGENCY CHAIR

ATTEST:

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AGENCY SECRETARY

**RESOLUTION NO. 11-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY ACCEPTING AND TRANSFER OF AND APPROVING A TRANSFER AGREEMENT FOR THE TRANSFER OF CERTAIN PROPERTIES OWNED BY THE YUCCA VALLEY REDEVELOPMENT AGENCY TO THE TOWN FOR USE FOR PUBLIC PURPOSES AND FOR TOWN TO CARRY OUT REDEVELOPMENT ACTIVITIES, PURSUANT TO THE CALIFORNIA REDEVELOPMENT LAW**

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (the "CRL"), certain public bodies, including the Town of Yucca Valley ("Town"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, the Yucca Valley Redevelopment Agency desires to transfer to the Town certain properties, along with the responsibility of implementing the Redevelopment Plan and the Implementation Plan to bring about the redevelopment of those Properties, as the Town is familiar with the development issues associated with the properties and the goals of the CRL, the Redevelopment Plan, and the Implementation Plan; the Town has been intimately involved with the development of the Yucca Valley Old Town Specific Plan; the Town has land use authority within the Town; and the Town desires to cooperate with the Agency and to carry out the redevelopment of the properties, in accordance with the objectives and purposes of the CRL, the Redevelopment Plan, and the Implementation Plan; and

WHEREAS, the Agency and the Town have prepared a Transfer Agreement (the "Agreement") for the Agency to transfer to the Town the Properties for the following purposes: (i) the Town shall retain each of the Properties listed in Exhibit "A" to the Transfer Agreement for public use, in accordance with the Town's authority as a duly organized municipal corporation; (ii) the Town shall convey each of the properties listed in Exhibit "B" to the Transfer Agreement within ninety (90) days through disposition and development agreements for private development by qualified developers experienced in development of environmentally constrained land; (iii) the Town shall have all the authority that the Agency has under the CRL to carry out the redevelopment of these Properties; and (iv) the activities of the Town hereunder shall be undertaken, in accordance with the CRL, as the CRL is written as of the execution date of the Agreement; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. The Town hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Town has received and heard all oral and written objections to the proposed transfer of Properties from the Agency to the Town as proposed in the Agreement, and

to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Town hereby accepts the transfer of the properties as defined in the Agreement and approves the Agreement, subject to the terms and conditions contained in the Resolution of the Yucca Valley Redevelopment Agency approving the same.

Section 4. The Agreement in substantially the form presented to the Town is hereby approved, a copy of which is on file with the Town Clerk.

Section 5. The Town Manager, or designee, is hereby authorized to execute the Agreement on behalf of the Town, together with such non-substantive changes and amendments as may be approved by the Town Manager and Town Attorney.

Section 6. The Town Manager, or designee, is hereby authorized, on behalf of the Town, to sign all documents necessary and appropriate to carry out and implement the Agreement, and to administer the Town's obligations, responsibilities and duties to be performed under the Agreement.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED, this \_\_\_\_\_ day of March, 2011.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

**TOWN COUNCIL/YUCCA VALLEY REDEVELOPMENT AGENCY  
STAFF REPORT**

**To:** Honorable Chair & Members  
**From:** Mark Nuaimi, Executive Director  
**Date:** March 10, 2011  
**For Council Meeting:** March 15, 2011

**Subject: CONTRACT TO PERFORM ECONOMIC DEVELOPMENT SERVICES  
BETWEEN YUCCA VALLEY REDEVELOPMENT AGENCY ("AGENCY")  
AND THE TOWN OF YUCCA VALLEY ("TOWN")**

**Recommendation:**

1. That the Town Council of the Town of Yucca Valley adopt the Resolution accepting the role and responsibility of aiding and co-operating in the planning, undertaking, construction, and operation of the Agency projects for the purposes of implementing the Agency's Redevelopment Plan and Five Year Implementation Plan.
2. That the Yucca Valley Redevelopment Agency Board adopts the Resolution approving a contract with the Town of Yucca Valley to provide economic development services that are necessary to implement the Agency projects consistent with the Agency's adopted Redevelopment Plan and Five Year Implementation Plan.
3. That the Yucca Valley Redevelopment Agency Board adopt the Resolution appropriating \$10,000,000 and authorize the Director of Administrative Services to make the necessary budget adjustments.

**Executive Summary:**

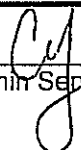
The Town of Yucca Valley ("Town") implements the Yucca Valley Redevelopment Agency ("Agency") projects. Pursuant to California Health and Safety Code Sections 33126, 33127, and 33220, the Agency is authorized to obtain the services and the Town is authorized to provide the necessary services to implement the Agency projects. The purpose of the contract is to mutually agree upon the scope, terms, and services necessary so that the Town can provide services necessary to plan, undertake, construct, and operate the redevelopment projects for the purpose of implementing the Agency Redevelopment Plan and the Five-Year Implementation Plan.

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Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

  
Admin Services

\_\_\_\_\_  
Dept Head

\_\_\_ Department Report

\_\_\_ Ordinance Action

\_\_\_ Resolution Action

\_\_\_ Public Hearing

\_\_\_ Consent

\_\_\_ Minute Action

\_\_\_ Receive and File

\_\_\_ Study Session

**Order of Procedure:**

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question

**Discussion/ Background and analysis:**

The Yucca Valley Redevelopment Agency ("Agency") is organized and existing pursuant to the CRL and is responsible for the administration of redevelopment activities within the Town of Yucca Valley, which resulted in the allocation of taxes from the Project Area to the Agency for purposes of redevelopment.

On August 5, 1993, the Town Council adopted Ordinance No. 37, which approved the Redevelopment Plan (the "Plan") for the Redevelopment Project Areas.

The Agency has relied on the Town for contract services since its inception in 1993 in order to carry out the purposes of the Redevelopment Plan. Town officers and employees have dealt with the unique constraints to development in Yucca Valley for decades. The RDA contemplates the Town is the successor to the Agency when its powers lapse. For that and other reasons, the Agency desires to plan, undertake, construct, and operate the redevelopment projects for the purpose of implementing the Agency Redevelopment Plan consistent with the CCRL.

The projects that the Agency desires the Town to implement are:

- i. General Plan Update – This project includes funding required to support the comprehensive update of the General Plan for the Town of Yucca Valley

Preliminary Agency Contribution is \$500,000

- ii. Regional Wastewater System Design & Development – This project will assist the High Desert Water District through the development of a detailed design for the Regional Wastewater System. The design will address the regional treatment facility as well as the Phase I collection system as called out in the Sewer Master Plan and as mandated by the proposed Basin Plan Amendment of the Regional Water Quality Control Board – Colorado Region.

Preliminary Agency Contribution is \$4,500,000

- iii. Public Infrastructure Program – The objective of this program is the participation in the ongoing initiative to develop regional flood control facilities to protect properties located in the Redevelopment Project Area. Program will

contribute resources towards the implementation of the County's Master Plan of Drainage.

Preliminary Cost Estimate is \$5,000,000

These projects are to be funded from the Agency's Existing Bond and Increment Fund balance, which is approximately \$10,000,000.

**Alternatives:** None recommended.

**Fiscal impact:** The total estimated cost for the three projects is \$10,000,000, which approximates the existing fund balance in the Agency's Bond and Increment Fund.

**RESOLUTION NO.**

**A RESOLUTION OF THE YUCCA VALLEY TOWN COUNCIL APPROVING A CONTRACT AND ACCEPTING THE RESPONSIBILITY TO CARRY OUT THE REDEVELOPMENT ACTIVITIES ON BEHALF OF THE YUCCA VALLEY REDEVELOPMENT AGENCY, PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW**

**WHEREAS**, pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (the "CCRL"), certain public bodies, including the Town of Yucca Valley ("Town"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

**WHEREAS**, the Yucca Valley Redevelopment Agency ("Agency") desires to contract with the Town of Yucca Valley to implement the redevelopment projects and to carry out the redevelopment of the properties, in accordance with the objectives and purposes of the CCRL, the Redevelopment Plan, and the Implementation Plan; and

**WHEREAS**, the Agency has prepared a contract (the "Contract") for execution with the Town so that the Town can undertake, construct, implement, and operate the Agency activities; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE YUCCA VALLEY TOWN COUNCIL DOES HEREBY RESOLVE, AS FOLLOWS:**

Section 1. The Town hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Town has received and heard all oral and written objections to the proposed contract between the Agency and the Town as proposed, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Town hereby accepts the projects and approves the contract, subject to the terms and conditions contained in the Resolution of the Yucca Valley Redevelopment Agency approving the same.

Section 4. The contract in substantially the form presented to the Town is hereby approved, a copy of which is on file with the Town Clerk.

Section 5. The Town Manager, or designee, is hereby authorized to execute the contract on behalf of the Town, together with such non-substantive changes and

amendments as may be approved by the Town Manager.

Section 6. The Town Manager, or designee, is hereby authorized, on behalf of the Town, to sign all documents necessary and appropriate to carry out and implement the contract, and to administer the Town's obligations, responsibilities and duties to be performed under the contract.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED, this 15<sup>th</sup> day of March, 2011 by the following vote:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



## RESOLUTION NO.

### A RESOLUTION OF THE YUCCA VALLEY REDEVELOPMENT AGENCY ("AGENCY") APPROVING A CONTRACT TO PERFORM ECONOMIC DEVELOPMENT SERVICES BETWEEN THE AGENCY AND THE TOWN OF YUCCA VALLEY TO CARRY OUT REDEVELOPMENT ACTIVITIES, PURSUANT TO THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW

**WHEREAS**, the Yucca Valley Redevelopment Agency ("Agency") is organized and existing pursuant to the California Community Redevelopment Law (CCRL) and is responsible for the administration of redevelopment activities within the Town of Yucca Valley, which resulted in the allocation of taxes from the Project Area to the Agency for purposes of redevelopment; and

**WHEREAS**, on August 5, 1993, the Town Council adopted Ordinance No. 37, which approved the Redevelopment Plan (the "Plan") for the Redevelopment Project Areas; and

**WHEREAS**, the intent of the Redevelopment Plan is, in part, to provide for the development and redevelopment of blighted areas in the community; to promote the general welfare of the people within the community by improving physical and economic conditions through employment of all appropriate means; to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; to provide for the construction and installation of necessary public infrastructure and facilities and facilitate the repair, restoration, and/or replacement of existing public facilities; to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Project Area; and to take all other necessary actions to implement the Redevelopment Plan for the Project Area and to expend tax increment to accomplish the goals and objectives of the Redevelopment Plan; and

**WHEREAS**, the Agency has adopted its Five-Year Implementation Plan on May 4, 2010 for the Project Areas with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization, and to implement the programs and activities associated with these goals, the Agency has acquired real property within the Project Area to be redeveloped; and

**WHEREAS**, pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (the "CCRL"), certain public bodies, including the Town of Yucca Valley ("Town"), may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

**WHEREAS**, the Agency has relied on the Town for contract services since its inception in 1992 in order to carry out the purposes of the Redevelopment Plan. Town

officers and employees have dealt with the unique constraints to development in Yucca Valley for decades. The CCRL contemplates the Town is the successor to the Agency when its powers lapse. For that and other reasons, the Agency desires to plan, undertake, construct, and operate the redevelopment projects for the purpose of implementing the Agency Redevelopment Plan consistent with the CCRL.

**WHEREAS**, the Agency has prepared a contract (the "Contract") for execution with the Town so that the Town can undertake, construct, implement, and operate the Agency activities; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE YUCCA VALLEY REDEVELOPMENT AGENCY OF DOES HEREBY RESOLVE, AS FOLLOWS:**

Section 1. The Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Agency has received and heard all oral and written objections to the proposed execution of the contract between the Agency to the Town as proposed in the contract, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Agency hereby approves the execution of the contract.

Section 4. The Agency Executive Director may include other projects for public purposes related to the foregoing.

Section 5. The Agency Executive Director, or designee, is hereby authorized to execute the contract on behalf of the Agency, together with such non-substantive changes and amendments as may be approved by the Agency Executive Director and Agency Counsel.

Section 6. The Agency Executive Director, or designee, is hereby authorized, on behalf of the Agency, to sign all documents necessary and appropriate to carry out and implement the contract, and to administer the Agency's obligations, responsibilities and duties to be performed under the contract.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED, this 15<sup>th</sup> day of March, 2011 by the following vote:

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Agency Chairman

ATTEST:

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Agency Secretary

**RESOLUTION NO.**

**A RESOLUTION OF THE YUCCA VALLEY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF \$10,000,000 TO FUND THE AGENCY PROJECTS AND AUTHORIZE THE DIRECTOR OF ADMINISTRATIVE SERVICES TO MAKE THE NECESSARY BUDGET ADJUSTMENTS**

**WHEREAS**, the Yucca Valley Redevelopment Agency (the "Agency") is organized and existing pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.; hereinafter, the "CCRL") and is responsible for the administration of redevelopment activities within the Town of Yucca Valley; and

**WHEREAS**, the Agency's policy-level responsibilities include the approval, amendment, and administration of the Agency's budget and approval of contracts; and

**WHEREAS**, the Agency desires to complete the projects that are listed in the Agency project lists as presented to the Agency Board on March 15, 2011.

**WHEREAS**, the Agency has reviewed the Agency's project list as presented by staff dated March 15, 2011.

**WHEREAS**, the appropriation of funds is necessary to implement the projects.

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the Agency Board, as follows:

**Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** The Agency hereby approves the Agency project list as presented by staff

**Section 3.** The Agency hereby approves the appropriation of funds in the amount of \$10,000,000 to implement and complete the existing project.

**Section 4.** The director of Administrative Services is authorized to make the necessary budget adjustments to complete the projects.

**Section 5.** This Resolution shall take effect upon the date of its adoption.

**PASSED, APPROVED, AND ADOPTED** this 15th day of March 2011.

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CHAIR

**ATTEST:**

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Agency Secretary

**CONTRACT TO PERFORM ECONOMIC DEVELOPMENT SERVICES  
BETWEEN  
THE YUCCA VALLEY REDEVELOPMENT AGENCY  
AND  
THE TOWN OF YUCCA VALLEY**

This **CONTRACT TO PERFORM ECONOMIC DEVELOPMENT SERVICES** (herein "Agreement"), is made and entered into this 15th day of March, 2011, by and between the **YUCCA VALLEY REDEVELOPMENT AGENCY**, a public body corporate and politic, (herein "Agency") and **THE TOWN OF YUCCA VALLEY**, a California municipal corporation (herein "Town"). Town and Agency occasionally herein are each individually referred to herein as a "party" and collectively as the "parties." The parties hereto agree as follows:

**RECITALS**

WHEREAS, the Agency has undertaken a number of projects to carry out the purposes of implementing the Redevelopment Plan ("Plan") adopted August 5, 1993. The Plan provides the framework by which purposes of the Community Redevelopment Law can be attained through specific local projects designed to implement the Plan, eliminate blight through re-planning and developing areas that were stagnant or improperly utilized, strengthen the economic base of the Yucca Valley Redevelopment Project Area (the "Project Area"), strengthen retail and other commercial functions of neighborhood commercial districts, and other associated goals; and

WHEREAS, the Agency's activities and redevelopment of the Project Areas have facilitated economic growth and blight elimination within the Town of Yucca Valley, including:

- i. The development of new businesses and mixed-use projects, and
- ii. The development of pedestrian-friendly developments servicing the needs of single-family residents with a mix of retail tenants consisting of small shops, general merchandise stores, a home improvement center and service providers, and
- iii. The development of significant, high-quality hotel in the Town's business corridor, and
- iv. Façade improvement programs for property owners designed to help attract and retain businesses within the Project Area. The programs have provided for not only façade improvements, but also for general property rehabilitations, tenant improvements, seismic upgrades, etc., and
- v. The re-planning, redesign and development of undeveloped areas that are stagnant or improperly utilized, and
- vi. The improvement and expansion of the supply of low and moderate-income housing, and
- vii. The provision of adequate land for parking and open spaces, and

- viii. The elimination of environmental deficiencies in the Project Area, including, among others, incompatible and uneconomic land uses, deteriorating and inadequate public improvements and facilities, improper utilization of land because of defective or inadequate street layout, obsolete and aged building types, and inadequate or deteriorated public improvements, and

WHEREAS, the installation and construction of any public facilities or improvements pursuant to the Projects is of benefit to the Project Area by helping to eliminate blight through economic development as described above, and currently no other reasonable means of financing the acquisition of the facilities or improvements are available. The Agency's payment of funds for the Project improvements is fully consistent with the Plan as it has been implemented by the Agency's most recently adopted redevelopment implementation plan; and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (the "CCRL"), certain public bodies, including the Town, may aid and cooperate with redevelopment agencies in the planning, undertaking, construction, or operation of redevelopment projects; and

WHEREAS, public capital improvement and planning projects (**Projects**) currently contemplated by the Plan will come to fruition in coming months. The Projects are described in Exhibit "A" hereto. The Projects substantially furthers the Town's economic development and public benefit and include;

- i. General Plan Update – This project includes funding required to support the comprehensive update of the General Plan for the Town of Yucca Valley Preliminary Agency Contribution is \$500,000
- ii. Regional Wastewater System Design & Development – This project will assist the High Desert Water District through the development of a detailed design for the Regional Wastewater System. The design will address the regional treatment facility as well as the Phase I collection system as called out in the Sewer Master Plan and as mandated by the proposed Basin Plan Amendment of the Regional Water Quality Control Board – Colorado Region. Preliminary Agency Contribution is \$4,500,000
- iii. Public Infrastructure Program – The objective of this program is the participation in the ongoing initiative to develop regional flood control facilities to protect properties located in the Redevelopment Project Area. Program will contribute resources towards the implementation of the County's Master Plan of Drainage. Preliminary Cost Estimate is \$5,000,000

WHEREAS, the Agency desires to contract with the Town to have the Town perform all Project construction and performance obligations, funding, budget allocations and responsibility for the Projects. Such transfer facilitates the public necessity and convenience because the Town is familiar with the conditions, terms and public benefits associated with the Projects. In so doing, the Town desires to carry out the performance and funding of the Projects listed in Exhibit

“A” in accordance with the objectives and purposes of the CCRL and the Redevelopment Plan;  
and

WHEREAS, this Agreement transfers administration of the Projects and all budgeted funding therefore to the Town so that the Town may perform and complete the Projects consistent with the terms of each adopted Project budget in accordance with the purposes outlined in the Redevelopment Plan. The Town shall have all the authority that the Agency has under the CCRL to carry out the Projects and the activities of the Town hereunder shall be undertaken, in accordance with the CCRL, as the CCRL is written as of the execution date of the Agreement.

**NOW, THEREFORE,** the parties hereto do mutually agree as follows:

**1.0 SERVICES OF TOWN**

1.1 Scope of Services—Town to Undertake Public Improvements.

In compliance with all terms and conditions of this Agreement, the Town shall provide those public and capital improvement services specified in the **“Scope of Services”** attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the **“services”** or **“work”** hereunder. The work to be performed by Town under this agreement is more specifically understood to include performance of budget administration and performance of that work specified in Exhibit “A”. As a material inducement to the Agency entering into this Agreement, Town represents and warrants that Town is a provider of first-class work and services and Town is experienced in performing, overseeing and funding the type of public benefit and capital improvement projects contemplated in Exhibit “A” and, in light of such status and experience, Town covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments.

Town shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work.

By executing this Contract, Town warrants that Town (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve

work upon any site, Town warrants that Town has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.5 Delegation of Authority.

The Agency hereby transfers to the Town the Projects and all budget allocations therefore, along with the responsibility of implementing the Plan. To this end, the Town will have the right to exercise all the power that the Agency currently possesses under the CCRL, subject to all the obligations, duties and restrictions contained therein.

2.0 CONTRACT SUM

For the services rendered pursuant to this Agreement, the Town shall be compensated by the Agency for each Project in the amounts set forth in the "**Schedule of Compensation**" attached hereto as Exhibit "B" and incorporated herein by this reference. The Agency may allocate funds for the Town's administration and staffing costs for performing the work in those amounts, if any, specified in Exhibit "B." As demonstrated in Exhibit "B." the Agency will compensate the Town for assuming the construction, performance and funding administration of each Project by paying the following budgeted project amounts to the Town for its performance of each Project:

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Town shall commence the services pursuant to this Agreement and shall perform all services within the time period(s) established in the "**Schedule of Performance**" for each of the Projects as shown in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Town, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the State. Such force majeure events shall extend the time for performing the services for the duration of the delaying event.

3.4 Term.

This Agreement shall continue in full force and effect until completion of the services.



#### **4.0 ENFORCEMENT OF AGREEMENT**

##### **4.1 California Law.**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Town covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

##### **4.2 Waiver.**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

##### **4.3 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

##### **4.4 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### **5.0 AGENCY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

##### **5.1 Non-liability of Agency/Town Officers and Employees.**

No officer or employee of the Agency shall be personally liable to the Town, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Town or to its successor, or for breach of any obligation of the terms of this Agreement.

No officer or employee of the Town shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Agency or to its successor, or for breach of any obligation of the terms of this Agreement.

## 5.2 Conflict of Interest.

No officer or employee of the Agency or Town shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Town and Agency warrant that they have not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

## 5.3 Covenant Against Discrimination.

Town covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Town shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## 6.0 MISCELLANEOUS PROVISIONS

### 6.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail as follows: in the case of the Agency, to the Agency Executive Director, and in the case of the Town, to the Town Manager. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### 6.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 6.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.5 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**AGENCY:**  
REDEVELOPMENT AGENCY OF THE  
TOWN OF YUCCA VALLEY, a municipal  
corporation

---

Executive Director

ATTEST:

---

Agency Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

---

Lona Laymon, Agency Attorney

**TOWN:**  
TOWN OF YUCCA VALLEY,  
a California municipal corporation

---

Mayor

ATTEST:

---

Town Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

---

Lona Laymon, Town Attorney

[END OF SIGNATURES]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN BERNARDINO )

On INSERT \_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN BERNARDINO )

On INSERT \_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Town will perform the following Services:**

As Described in Attachment 1 to Exhibit A

**II. As part of the Services, Town will prepare and deliver the following tangible work products to the Agency:**

As Described in Attachment 1 to Exhibit A

**III. During performance of the Services, Town will keep the Agency appraised of the status of performance by delivering the following status reports:**

None.

**IV. The tangible work products and status reports will be delivered to the Agency pursuant to the following schedule:**

None.

**V. Town will utilize the following personnel to accomplish the Services:**

Town Manager  
Deputy Town Manager  
Director of Administrative Services  
Director of Community Services  
Town Clerk  
Sr. Accountant  
Associate Planner  
Planning Technician  
Public Works Inspector  
Administrative Assistant III  
Others TBD

ATTACHMENT 1 TO “EXHIBIT A”

“SCOPE OF WORK” AND DESCRIPTION OF  
PUBLIC IMPROVEMENT AND PLANNING PROJECTS TO BE PERFORMED BY  
TOWN 2011

- i. General Plan Update – This project includes funding required to support the comprehensive update of the General Plan for the Town of Yucca Valley

Tasks Include:

- a) Community Vision Development
- b) Land Use Element Update (Focused Planning Areas: Eastside, Mid-Town, Old Town)
- c) Circulation Update (Old Town Realignment Alternatives Analysis)
- d) Environmental Review Under CEQA

Preliminary Agency Contribution is \$500,000

- ii. Regional Wastewater System Design & Development – This project will assist the High Desert Water District through the development of a detailed design for the Regional Wastewater System. The design will address the regional treatment facility as well as the Phase I collection system as called out in the Sewer Master Plan and as mandated by the proposed Basin Plan Amendment of the Regional Water Quality Control Board – Colorado Region.

Tasks Include:

- a) Survey and Mapping
- b) Treatment Plant Design
- c) Collection System Design

Preliminary Agency Contribution is \$4,500,000

- iii. Public Infrastructure Program – The objective of this program is the participation in the ongoing initiative to develop regional flood control facilities to protect properties located in the Redevelopment Project Area. Program will contribute resources towards the implementation of the County’s Master Plan of Drainage.

Tasks Include:

- a) Long Canyon Basin Design
- b) Long Canyon Basin Construction
- c) Kickapoo Basin Design
- d) Kickapoo Basin Property Acquisition
- e) Kickapoo Basin Construction
- f) East Burnt Mountain Basin Property Acq.
- g) West Burnt Mountain Basin Property Acq
- h) Blue Skies Basin Property Acq.

Preliminary Agency Contribution is \$5,000,000

For each project listed above, the project includes:

- All administrative and other work related to all engineering and construction document preparation work required for the Project as appropriate.
- All administrative and other work related to seeking construction bids, and awarding contracts required for the Project as appropriate.
- All administrative and other work related to ensuring the construction contractors complete the work to the required standards and specifications as appropriate.
- All administrative and other work necessary to integrate the completed project into the Town’s streets and Public Works systems as appropriate.



**EXHIBIT "B"**

**COMPENSATION**

1. **The Budget Allocation to Town for General Plan Update project is as follows:**

Task	Budget
Community Vision Development	\$100,000
Land Use Element Update (Focused Planning Areas: Eastside, Mid-Town, Old Town)	\$200,000
Circulation Update (Old Town Realignment Alternatives Analysis)	\$50,000
Environmental Review Under CEQA	\$150,000
TOTAL	\$500,000

2. **The Budget Allocation to Town for the Regional Wastewater System Design & Development is as follows:**

Task	Budget
Survey and Mapping	\$500,000
Treatment Plant Design	\$2,000,000
Collection System Design	\$2,000,000
TOTAL	\$4,500,000

3. **The Budget Allocation to Town for the Public Infrastructure Program is as follows:**

Task	Budget
Long Canyon Basin Design	\$500,000
Long Canyon Basin Construction	\$2,000,000
Kickapoo Basin Design	\$250,000
Kickapoo Basin Property Acquisition	\$250,000
Kickapoo Basin Construction	\$1,000,000
East Burnt Mountain Basin Property Acq.	\$250,000
West Burnt Mountain Basin Property Acq	\$250,000
Blue Skies Basin Property Acq.	\$500,000
TOTAL	\$5,000,000

**EXHIBIT "C"**  
**SCHEDULE OF PERFORMANCE**

The performance schedule shall be as follows:

**1. The Schedule of Performance for General Plan Update project is as follows:**

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Community Vision Development	July 2011	December 2011
Land Use Element Update (Focused Planning Areas: Eastside, Mid-Town, Old Town)	January 2012	June 2012
Circulation Update (Old Town Realignment Alternatives Analysis)	March 2012	June 2012
Environmental Review Under CEQA	July 2012	March 2013

**2. The Schedule of Performance for the Regional Wastewater System Design & Development is as follows:**

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Survey and Mapping	July 2011	December 2011
Treatment Plant Design	January 2012	December 2012
Collection System Design	March 2012	February 2013

**3. The Schedule of Performance for the Public Infrastructure Program is as follows:**

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Long Canyon Basin Design	July 2011	June 2012
Long Canyon Basin Construction	July 2012	March 2013
Kickapoo Basin Design	July 2012	March 2013
Kickapoo Basin Property Acquisition	January 2013	March 2013
Kickapoo Basin Construction	June 2013	December 2013
East Burnt Mountain Basin Property Acq.	January 2012	June 2012
West Burnt Mountain Basin Property Acq.	January 2012	June 2012
Blue Skies Basin Property Acq.	January 2012	June 2012

## TOWN COUNCIL/REDEVELOPMENT AGENCY STAFF REPORT

**To:** Honorable Mayor and Council  
Chairman & Agency Board  
**From:** Mark Nuaimi, Town Manager and Agency Executive Director  
**Date:** March 10, 2011  
**For Agency Meeting:** March 15, 2011

**Subject:** Property Acquisition  
Property located at the Northwest Corner of SR 62 and Dumosa Lane  
Assessor Parcel Number 0595-371-011-0000, 0595-361-021-0000 (partial)

**Prior Agency Review:** The Town Council and Agency discussed site analysis and potential acquisition of this property as part of the proposed Senior Housing project at the meeting on November 16, 2011.

**Recommendation:** That the Redevelopment Agency authorize the purchase of the Dumosa property at the appraised value of \$940,000 and authorize the Executive Director to execute a purchase and sale agreement between the Town of Yucca Valley and the Agency in a form approved by Agency and Town counsel; amend the FY 2010-11 adopted budget adding project 931 00 00 8310 8770 in the amount of \$945,000; Fund 931, Redevelopment Agency Debt Service Fund; authorize the Executive Director to sign all necessary documents to complete the property acquisition process, and authorize the Executive Director to pay all costs related to the property purchase subject to the provisions of the attached Purchase and Sale Contract.

**Executive Summary:** The Agency and Town have meet in Closed Session to discuss the purchase of the Dumosa property, as it is the preferred site for the Agency's proposed Senior Housing development. This development will assist the Town and Agency in its goals of providing affordable housing options within Town limits.

The recommended action is to approve the purchase and sale of the property, and authorize the Executive Director to enter into a purchase and sale contract as drafted by Agency and Town legal counsel.


### Order of Procedure:

Request Staff Report  
Agency Questions of Staff  
Request Public Comment  
Agency Discussion

Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

  
Mgmt Services

SRS  
\_\_\_\_\_  
Dept Head

Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

Motion/Second  
Discussion on Motion  
Call the Question (Voice Vote)

**Discussion:**

As part of the initial discussion regarding the affordable housing opportunity, Agency staff and CORE identified the Town's vacant property site located at Dumosa and SR 62 as a premier multi-housing location based on various criteria used in obtaining external financing. Accordingly, this site was recommended to the Agency Board as the preferred location for the affordable senior housing complex envisioned in the CORE proposal.

As part of the proposal discussion, members of the Agency Board expressed interest in reviewing alternative sites for such a development. Staff completed a cursory review of various locations within the project area that were considered as alternatives to the Dumosa/SR 62 site. Through this analysis, the recommended site at this point remains the Dumosa/SR 62 location based on the following factors:

- Land Control
- Cost Factors
- Site Constraints
- Highest and Best Use
- Intangibles, including Impact to the Community

Based on these and other factors, the Agency directed staff to proceed with the Dumosa site as the preferred site for the proposed development and return to the Agency with a proposed purchase and sale agreement once a fair market appraised value was determined.

The property that is the subject of this Agreement consists of 2.87 acres located at the Northwest Corner of SR 62 and Dumosa Lane, Yucca Valley, California (the "**Property**"), which Property is legally described in Exhibit "A" of the Purchase and Sale Agreement. The Property is currently owned by the Town. The Property is already subject to an Exclusive Negotiation Agreement (the "**ENA**") between the Town, the Agency and the National Community Renaissance of California, a California public benefit non-profit corporation ("**Developer**"), which ENA was entered into on December 21, 2010. The ENA provides that the Developer will, subject to successful negotiations for Project entitlements and environmental review, construct and use the Property for a senior-only affordable housing project.

Transfer of the Property shall be subject to the terms and conditions set forth in the Purchase and Sale Agreement. This Agreement shall be undertaken and carried out in accordance with the California Community Redevelopment Law, and to implement the Redevelopment Plan and the Implementation Plan. In consideration of the transfer of the Property from the Town to the Agency/Housing Authority, Agency is hereby obligated to pay a purchase price for the Property in the amount of \$940,000, based upon the appraised value. . The appraisal was recently completed as part of the initial due diligence efforts associated with the project and site review. The appraisal valued the parcel at \$940,000 based on highest and best use, which was identified as the proposed senior housing project. This amount reflects full consideration for the Property, and no further payment of purchase price for the Property shall be required upon the Property's automatic assignment from the Agency to the Housing Authority because the Housing Authority is hereby established as the successor-in-interest to the Agency.

Immediately upon execution of this Agreement, the Property shall be transferred by the Town to the Agency by the execution of a grant deed, which shall be substantially in the form attached hereto and incorporated as Exhibit "B" ("**Grant Deed**") to the Purchase and Sale Agreement. Possession of the Property shall be delivered to the Agency concurrently with the conveyance of title. Agency will cause the Grant Deed to be recorded.

**Alternatives:** Staff recommends no alternative action.

**Fiscal impact:** The total purchase price for the Dumosa property is \$940,000 plus \$5,000 in projected ancillary costs. Staff is recommending that the purchase be funded from the Redevelopment Agency Debt Service Fund 931. The recommended action will amend the FY 2010-11 adopted budget by adding project 931 00 00 8310 8770 in the amount of \$945,000.

**Attachments:** Purchase and Sale Agreement  
Appraisal Transmittal

PURCHASE & SALE AGREEMENT FOR PROPERTY OWNED BY THE  
TOWN OF YUCCA VALLEY TO THE YUCCA VALLEY  
REDEVELOPMENT AGENCY

THIS PURCHASE & SALE AGREEMENT FOR PROPERTY OWNED BY THE TOWN OF YUCCA VALLEY TO THE YUCCA VALLEY REDEVELOPMENT AGENCY ("Agreement") is made this 15th day of March, 2011 by and between the **Town of Yucca Valley**, a public body, municipal and politic ("**Town**") , and the **Yucca Valley Redevelopment Agency**, a public body corporate and politic ("**Agency**"). The TOWN OF YUCCA VALLEY HOUSING AUTHORITY, a public body corporate and politic ("**Housing Authority**") shall be an ultimate assignee to the Agency under this Agreement.

**RECITALS**

A. The Town Council of the Town of Yucca Valley (the "**Town Council**") adopted Redevelopment Project No. 1 (the "**Project Area**") on August 5, 1993, pursuant to Ordinance No. 37, which resulted in the allocation of taxes from the Project Area to the Yucca Valley Redevelopment Agency (the "**Agency**") for purposes of redevelopment; and

B. The intent of the Redevelopment Plan is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and facilitate housing affordable to senior and lower-income households and to improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Project Area. The Agency has adopted its Five-Year Implementation Plan for the Project Area (the "**Implementation Plan**") with established goals to support affordable housing; and

C. The property that is the subject of this Agreement consists of 2.87 acres located at the Northwest Corner of SR 62 and Dumosa Lane, Yucca Valley, California (the "**Property**"), which Property is legally described in Exhibit "A" hereto. The Property is currently owned by the Town. The Property is already subject to an Exclusive Negotiation Agreement (the "**ENA**") between the Town, the Agency and the National Community Renaissance of California, a California public benefit non-profit corporation ("**Developer**"), which ENA was entered into on December 21, 2010. The ENA provides that the Developer will, subject to successful negotiations for Project entitlements and environmental review, construct and use the Property for a senior-only affordable housing project; and

D. The Town is in the process of establishing the Housing Authority for purposes of administering the Town's/Agency's housing funds and responsibilities; and

E. Given the current ENA and potential use of the Property as a senior affordable housing site, the City has long planned to transfer title to the Property to the Agency or its successor Housing Authority to facilitate the Town's affordable housing stock. To do so, the Town must transfer the Property to the Agency or, ultimately, the Housing Authority. Should negotiations under the ENA fail, or should non-residential uses of the Property be deemed impracticable, the Agency or Authority, as applicable, may sell the Property for other purposes consistent with the purposes of such Agency; and

F. Pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (the "CCRL"), certain public bodies, including the Town, may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

G. The Town desires to transfer to the Agency, the Property, along with the responsibility for implementing the Redevelopment Plan, the Implementation Plan and the Town's Regional Housing Needs to bring about the redevelopment of the Property, as the Town is familiar with the environmental, geographic and economic restraints associated with the Property; and

H. In furtherance of the ends described above, the Agency and the Town have prepared this Agreement towards the end of transferring fee title to the Property from the Town to the Agency for the purpose of placing the Property into the Agency's housing stock. The Property is hereby sold by the Town to the Agency, and thereafter automatically assigned to the Housing Authority upon its formation, so that the Property or the proceeds thereof may be utilized for the fulfillment of the Town's affordable housing needs.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

#### TERMS AND CONDITIONS

1. INCORPORATION OF RECITALS.

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are hereby incorporated herein.

2. INTERIM TRANSFER OF PROPERTY TO AGENCY.

Subject to and on the terms and conditions herein set forth, and Town agrees to convey and assign to Agency, and Agency hereby agrees to accept from Town, the Property described in Exhibit "A" together with (i) all privileges, rights, easements, buildings and appurtenances belonging to the real property, (ii) all development rights, air rights, water rights and water stock relating to the real property, and (iii) all right, title and interest of Town in and to any streets, alleys, passages, other easements, and rights-of-way or appurtenances included in, adjacent to or used in connection with the Property.

3. AUTOMATIC ASSIGNMENT TO HOUSING AUTHORITY UPON ITS ESTABLISHMENT.

The Town is currently in the process of formation of its Housing Authority. The Housing Authority shall be the Town's administrative body for, and the Agency's successor-in-interest to, all housing assets such as the Property. Therefore, the Property's fee title as described in Article 2, above, shall immediately transfer from the Agency to the Housing Authority immediately upon the Housing Authority's creation. In this regard, the Housing Authority is deemed to be the successor-in-interest to the Agency and any interest the Agency may have in the Property. Upon the date of the Housing Authority's formation, this assignment of the Property, fee title thereto,

and all interests therein shall automatically inure to the Authority without any further action of the Town or Agency.

4. CONDITIONS TO CONVEYANCE & PURCHASE PRICE.

Transfer of the Property shall be subject to the terms and conditions set forth in this Agreement. This Agreement shall be undertaken and carried out in accordance with the CCRL, and to implement the Redevelopment Plan and the Implementation Plan. In consideration of the transfer of the Property from the Town to the Agency/Housing Authority, Agency is hereby obligated to pay a purchase price for the Property in the amount of \$940,000. This amount reflects full consideration for the Property, and no further payment of purchase price for the Property shall be required upon the Property's automatic assignment from the Agency to the Housing Authority because the Housing Authority is hereby established as the successor-in-interest to the Agency.

5. ADDITIONAL DOCUMENTS REQUIRED FROM AGENCY.

Immediately upon execution of this Agreement, the Property shall be transferred by the Town to the Agency by the execution of a grant deed, which shall be substantially in the form attached hereto and incorporated herein as Exhibit "B" ("**Grant Deed**"). Possession of the Property shall be delivered to the Agency/Housing Authority concurrently with the conveyance of title. Agency will cause the Grant Deed to be recorded.

6. DUE DILIGENCE.

6.1 Disclaimer of Warranties.

Agency & Housing Authority shall acquire the Property in an "AS IS" and "WITH ALL FAULTS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Town makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Agency & Housing Authority acknowledge that, once Agency/Authority obtain title to the Property, any liability of Town for the environmental condition of the Property shall be extinguished, that Town shall have no liability for remediating any environmental condition of the Property and that Agency/Authority shall indemnify Town against any claim or liability relating to the condition of the Property.

6.2 Review of Documents.

Town shall make available to Agency & Housing Authority true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports or other documents in Town's possession respecting the physical condition of or prior uses of the Property, if any, and any other information in Town's possession or control reasonably requested by Agency or Authority regarding the Property.



6.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Town grants to Agency & Housing Authority, their agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Agency's/Authority's sole cost and expense.

(b) As a condition to Agency's/Authority's entry, inspection or testing, Agency/Authority shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement.

6.4 Title Policy. The Town shall furnish Buyer with a CLTA Owner's Policy of Title Insurance ("**Title Policy**") for the Property, wherein the Title Company shall insure that title to the Property shall be vested in the Agency and the Housing Authority as the Agency's successor-in-interest. The Title Policy shall include any available title insurance, extended coverage or endorsements that Agency/Authority has reasonably requested.

7. CONDITIONS PRECEDENT TO CONVEYANCE OF THE PROPERTY.

7.1 Conditions to Agency's/Authority's Obligations.

The obligations of Agency/Authority under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Agency/Authority of each of the following conditions precedent:

(a) Town has provided the executed and recordable Grant Deeds to Agency/Authority.

(b) Timely performance by Town of all of the obligations required by the terms of this Agreement to be performed by Town.

7.2 Conditions to Town's Obligations.

The obligations of Town under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Town of the following conditions precedent:

(a) Timely performance by Agency/Authority of all of the obligations required by the terms of this Agreement to be performed by Agency/Authority.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Representations and Warranties.

Town hereby makes the following representations and warranties to Agency/Authority, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of closing on the Property:

(a) Town has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

(b) There are no pending or threatened allegations, lawsuits or claims which would affect the Property.

(c) To the best of Town's knowledge, Town shall disclose to Agency/Authority any documents, writings, or knowledge of any environmental conditions of the Property. Agency/Authority will take interest in the Properties as provided herein, in an "As-Is, Where Is" condition.

(d) There are no contracts, claims or rights affecting the development or use of the Property and no agreements entered into by or under the Town that shall survive the closing that would adversely affect Agency/Authority's rights with respect to the Property except as heretofore disclosed in writing by Town to Agency/Authority (including existence of the ENA).

(e) Town has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(f) Town is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(g) Town hereby represents, warrants and covenants to Agency/Authority that Town shall deliver exclusive possession of the Property to Agency/Authority, except as may otherwise be provided in the ENA.

9. ADDITIONAL INSTRUCTIONS.

9.1 No Escrow Instructions.

Because this Agreement is being entered into by two related entities, an escrow is not being entered into and shall not be required. The officers of Agency shall carry out the recordation of the documents necessary to convey title, and shall assume the proper vesting of title. The purchase price of the Property shall be paid by the Agency commensurate with, or about, the date of execution of this Agreement.

9.2 General Provisions.

Town shall instruct the San Bernardino County Recorder to mail the Grant Deed to Agency/Authority at the address set forth in Section 11.4 after recordation. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

10. BROKERAGE COMMISSIONS.

Town and Agency/Authority each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Town, Agency and Authority each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. MISCELLANEOUS.

11.1 No Conflict of Interest.

No officer or employee of the Town or Agency/Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Agency/Authority and Town each warrant that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

11.2 Notices.

Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate:

To Agency/Authority: Town of Yucca Valley  
Attn: Town Manager  
57090 29 Palms Highway  
Yucca Valley, CA 92284  
Fax: 760-369-0626

Copy To: Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400  
Irvine, California 92612  
Attn: Lona Laymon, Esq.  
Fax: (949) 223-1180

To Town: Yucca Valley Redevelopment Agency  
Attn: Executive Director  
57090 29 Palms Highway  
Yucca Valley, CA 92284  
Fax: 760-369-0626

Copy To: Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400

Irvine, California 92612  
Attn: Lona Laymon, Esq.  
Fax: (949) 223-1180

11.3 Interpretation; Governing Law.

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

11.4 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

11.5 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

11.6 Severability.

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.7 Merger of Prior Agreements and Understandings.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

11.8 Execution in Counterparts.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

“TOWN”

TOWN OF YUCCA VALLEY

By: \_\_\_\_\_  
George Huntington, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

“AGENCY”

YUCCA VALLEY REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
George Huntington, Chair

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

\_\_\_\_\_  
Lona Laymon, Agency Counsel and  
Town Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DUMOSA PROPERTY**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN IN THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY EXTENSION OF THE EAST LINE OF PARCEL 4 OF PARCEL MAP 4575, AS SHOWN IN PARCEL MAP BOOK 67, PAGES 72 THROUGH 73, AND THE NORTHERLY RIGHT OF WAY OF STATE ROUTE 62;

THENCE NORTH 20°27'21" WEST 17.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 4 AND ITS EXTENSION THEREOF TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 20°27'21" WEST 273.13 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 4 AND ITS EXTENSION THEREOF;

THENCE SOUTH 69°32'39" WEST 2.09 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 4 TO THE SOUTHEASTERLY CORNER OF LOT 30 OF TRACT 6501, AS SHOWN IN MAP BOOK 83, PAGES 96 THROUGH 98;

THENCE NORTH 20°25'16" WEST 120.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 30 TO THE NORTHEASTERLY CORNER OF SAID LOT 30 AND THE SOUTHERLY RIGHT OF WAY OF ANTELOPE TRAIL;

THENCE NORTH 69°32'39" EAST 142.02' FEET ALONG THE NORTHEASTERLY EXTENSION OF SAID ANTELOPE TRAIL TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 49.65 FEET THROUGH A CENTRAL ANGLE OF 56°53'51";

THENCE SOUTH 86°58'07" EAST 113.03';

THENCE NORTH 79°18'44" EAST 109.69';

THENCE SOUTH 46°43'25" EAST 33.42';

THENCE SOUTH 07°14'26" WEST 193.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00';

THENCE SOUTHWESTERLY ALONG SAID CURVE 44.88 FEET THROUGH A CENTRAL ANGLE OF 36°44'06" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 130.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 131.59 FEET THROUGH A CENTRAL ANGLE OF 57°59'47" TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE 30.12 FEET THROUGH A CENTRAL ANGLE OF 86°17'48" TO A POINT PARALELL WITH AND 67 FEET NORTHERLY OF THE CENTERLINE OF STATE ROUTE 62;

THENCE SOUTH 69°34'06" WEST 192.91 FEET PARALLEL WITH STATE ROUTE 62 TO THE TRUE POINT OF BEGINNING.



**EXHIBIT "B"**

**GRANT DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

YUCCA VALLEY  
REDEVELOPMENT AGENCY  
57090 29 Palms Hwy.  
Yucca Valley, CA 92284  
Attn: Executive Director

---

(Space Above Line for Recorder's Use Only)  
Exempt from filing Fees per Govt. Code § 27383

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the TOWN OF YUCCA VALLEY, a municipal corporation, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the YUCCA VALLEY REDEVELOPMENT AGENCY, a public body corporate and politic, herein called "Grantee," the real property referred to as Assessor's Parcel Nos. 0595-371-11 & portion of 0595-361-21, hereinafter referred to as the "Site," in the Town of Yucca Valley, County of San Bernardino, State of California, as legally described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

**1. Non-Discrimination.**

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.

## 2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

## 3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.

## 4. Automatic Assignment to Housing Authority Upon Establishment.

As of the date of recordation of this Grant Deed, the Grantor is in the process of forming the Yucca Valley Housing Authority ("Housing Authority") pursuant to Health & Safety Code Sections 34200 *et seq.* The Housing Authority shall be the Grantor's administrative body for, and the Grantee's successor-in-interest to, all housing assets including the Site. It is intended that all rights, interests and title to the Site conveyed by the Grant Deed to Grantee shall inure to the Housing Authority such that the Housing Authority shall, upon its formation, immediately and automatically become the "Grantee" for all purposes of this Grant Deed. Therefore, the Site's fee title shall immediately transfer from the Grantee hereunder to the Housing Authority upon the Housing Authority's creation. In this regard, the Housing Authority is deemed to be the successor-in-interest to the Grantee and any interest the Grantee may have in the Site. Upon the date of the Housing Authority's formation, this assignment of the Site, fee title thereto, and all interests therein shall automatically inure to the Housing Authority without any further action of the Grantor or Grantee, and the Housing Authority shall be treated in all respects as the Grantee hereunder.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the date first above written.

**"GRANTOR"**

**TOWN OF YUCCA VALLEY**  
a public body, corporate and politic

By: \_\_\_\_\_  
**GEORGE HUNTINGTON**  
Mayor

APPROVED AS TO FORM:

**ALESHIRE & WYNDER, LLP**

By: \_\_\_\_\_  
**LONA LAYMON**  
Town Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
**MARK NUAIMI**  
Town Manager

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the grant deed dated on or about \_\_\_\_\_, 2011, from the Town of Yucca Valley to the Yucca Valley Redevelopment Agency is hereby accepted by the undersigned, duly-authorized officer on behalf of the Yucca Valley Redevelopment Agency pursuant to the PURCHASE & SALE AGREEMENT FOR PROPERTY OWNED BY THE TOWN OF YUCCA VALLEY TO THE YUCCA VALLEY REDEVELOPMENT AGENCY dated \_\_\_\_\_, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2011

**GRANTEE:**

YUCCA VALLEY REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
George Huntington, Chair

ATTEST:

\_\_\_\_\_  
Agency Secretary

**CERTIFICATE OF ACCEPTANCE BY AUTOMATIC ASSIGNMENT**

**[to be accepted upon formation of Yucca Valley Housing Authority]**

This is to certify that the interest in real property conveyed by the grant deed dated on or about \_\_\_\_\_, 2011, from the Town of Yucca Valley to the Yucca Valley Redevelopment Agency with the Yucca Valley Housing Authority as successor-in-interest, is hereby accepted by the undersigned, duly-authorized officer on behalf of the Yucca Valley Housing Authority pursuant to the PURCHASE & SALE AGREEMENT FOR PROPERTY OWNED BY THE TOWN OF YUCCA VALLEY TO THE YUCCA VALLEY REDEVELOPMENT AGENCY dated \_\_\_\_\_, 2011, and the Grantee/successor-in-interest consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2011

**GRANTEE:**

YUCCA VALLEY HOUSING  
AUTHORITY

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Authority Secretary

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
(Seal)

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN BERNARDINO )

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
(Seal)

**ATTACHMENT NO. 1 TO EXHIBIT "B" OF PURCHASE & SALE AGREEMENT**

**LEGAL DESCRIPTION OF THE SITE**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN IN THE TOWN OF YUCCA VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY EXTENSION OF THE EAST LINE OF PARCEL 4 OF PARCEL MAP 4575, AS SHOWN IN PARCEL MAP BOOK 67, PAGES 72 THROUGH 73, AND THE NORTHERLY RIGHT OF WAY OF STATE ROUTE 62;

THENCE NORTH 20°27'21" WEST 17.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 4 AND ITS EXTENSION THEREOF TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 20°27'21" WEST 273.13 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 4 AND ITS EXTENSION THEREOF;

THENCE SOUTH 69°32'39" WEST 2.09 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 4 TO THE SOUTHEASTERLY CORNER OF LOT 30 OF TRACT 6501, AS SHOWN IN MAP BOOK 83, PAGES 96 THROUGH 98;

THENCE NORTH 20°25'16" WEST 120.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 30 TO THE NORTHEASTERLY CORNER OF SAID LOT 30 AND THE SOUTHERLY RIGHT OF WAY OF ANTELOPE TRAIL;

THENCE NORTH 69°32'39" EAST 142.02' FEET ALONG THE NORTHEASTERLY EXTENSION OF SAID ANTELOPE TRAIL TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 49.65 FEET THROUGH A CENTRAL ANGLE OF 56°53'51";

THENCE SOUTH 86°58'07" EAST 113.03';

THENCE NORTH 79°18'44" EAST 109.69';

THENCE SOUTH 46°43'25" EAST 33.42';

THENCE SOUTH 07°14'26" WEST 193.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00';

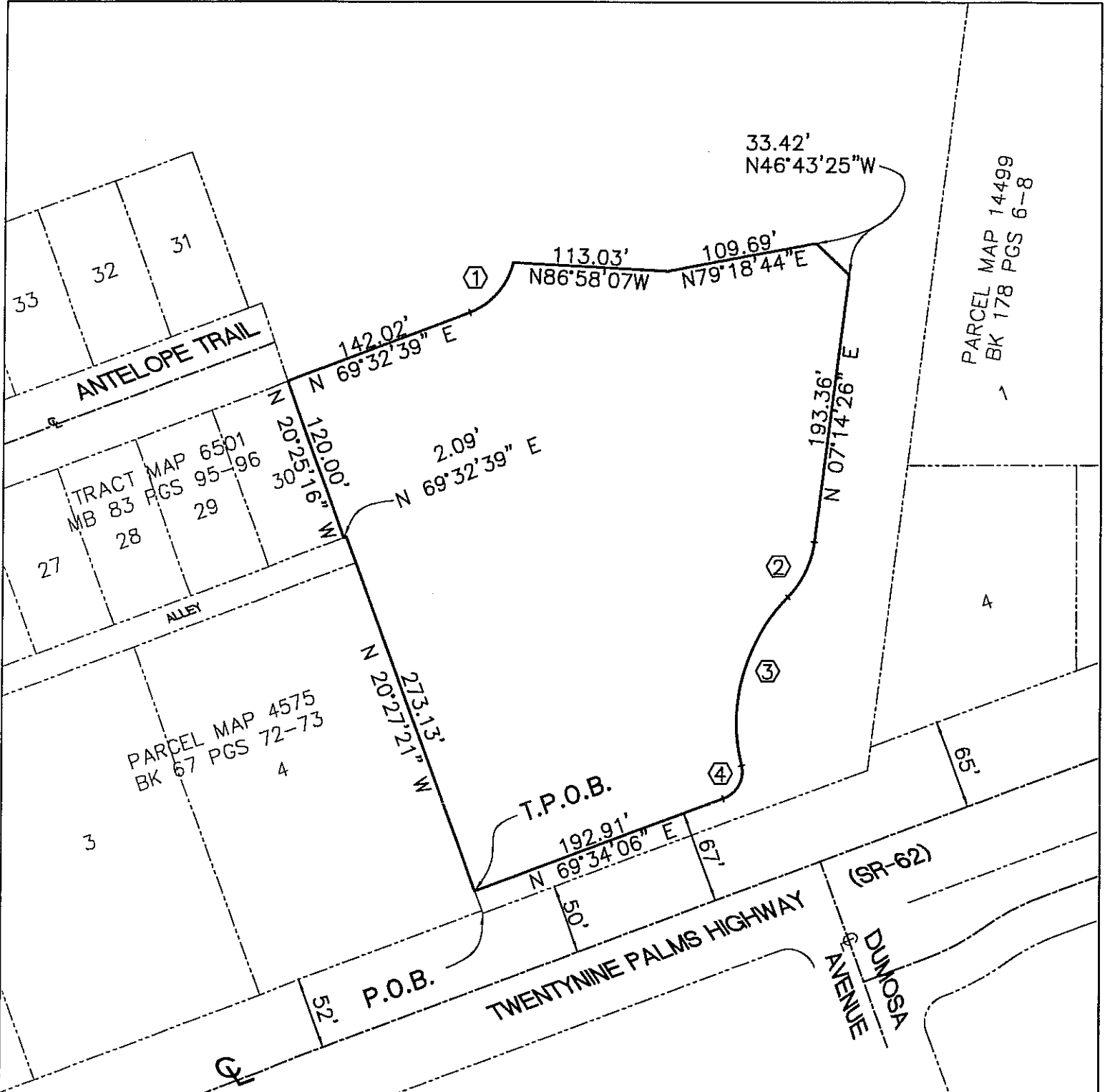
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THENCE SOUTH 69°34'06" WEST 192.91 FEET PARALLEL WITH STATE ROUTE 62 TO THE TRUE POINT OF BEGINNING.





SCALE: 1"=100'

CURVE DATA			
⬡	DELTA	RAD.	LEN.
1	56°53'51"	50.00'	49.65'
2	36°44'06"	70.00'	44.88'
3	57°59'47"	130.00'	131.59'
4	86°17'48"	20.00'	30.12'

NOEL OWSLEY, L.S. DATE  
 L.S. 6972; EXP. 9/30/11

P.92

**NRO Engineering**

ENGINEERING SURVEYING

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41-555 Cook St., #1-100 Palm Desert, California 92260

(760) 346-3250

March 9, 2011

Ms Julie Mungai, CPA  
Vice President of Acquisitions  
National Community Renaissance  
10681 Foothill Boulevard, Suite 220  
Rancho Cucamonga, California 91730

SUBJECT: Appraisal Report:  
Multi-family Residential Development Site  
Northwest Quadrant of Twentynine Palms Highway and Dumosa Avenue  
Yucca Valley, California 92284  
Integra Realty Resources – Los Angeles File No. 121-2011-0010

Dear Ms. Mungai:

Integra Realty Resources is pleased to transmit the accompanying appraisal of the referenced property. The purpose of this appraisal is to develop an opinion of the market value of the property as of March 9, 2011, the effective date of the appraisal. The intended use of the appraisal is to assist National Community Renaissance in the application for financing under the HUD Section 202 Program.

The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. My opinion of market value is premised upon the Assumptions and Limiting Conditions contained within this report.

The subject property is a multi-family residential development site containing 2.87± acres or 125,017± square feet. The property is located within the northwest quadrant of Twentynine Palms Highway (State Route 62) and Dumosa Avenue, Yucca Valley, California 92284. The property is also identified as San Bernardino County Assessor's Parcel Numbers (APNs) -595-371-11 and the southern portion of 0595-361-21. Photographs of the subject property are contained in the Addenda.

IRR.

Ms. Julie Mungai, CPA  
March 9, 2011  
Page 2

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in this report, my market value opinion of the fee simple interest in the subject property as of March 9, 2011 is:

**NINE HUNDRED FORTY THOUSAND DOLLARS**

**(\$940,000).**

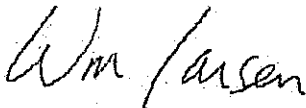
The appraisal is subject to following Hypothetical Conditions:

- The subject site contains 2.87 acres as per the proposed site plan completed by DCi Engineering, Inc., the road improvements identified in the site plan have been completed, and the costs to complete the road improvements and lot split of APN 0595-361-21 are excluded from the appraisal analysis.
- The site been approved for the development of 75 affordable seniors' dwelling units

Retained in my files are worksheets, field notes, maps, and other information, which serve as the raw data utilized in developing my analyses and conclusions, and this report. Should you have any questions concerning the contents of this report, please let us know. Thank you for the opportunity to be of service.

Respectfully submitted,

**INTEGRA REALTY RESOURCES - LOS ANGELES**



William Larsen  
Certified General Real Estate Appraiser  
California Certificate No. AG 014297

*Distribution: Addressee - Three Copies*

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

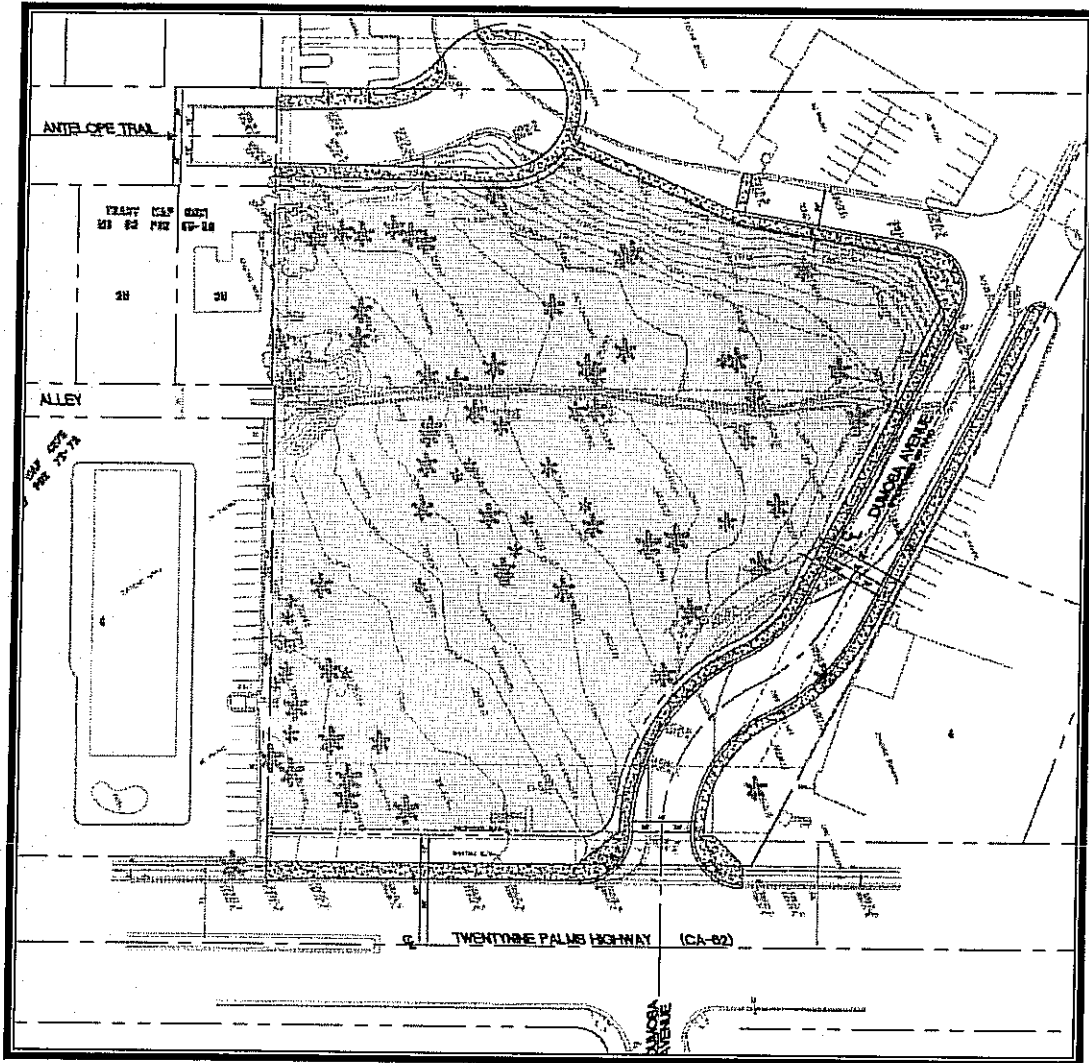
<b>Property</b>	Multi-family Residential Development Site Northwest Quadrant of Twentynine Palms Highway and Dumosa Avenue Yucca Valley, San Bernardino County, California 92284
<b>Property Tax Identification Number(s)</b>	0595-371-11 & portion of 0595-361-21
<b>Owner of Record</b>	Yucca Valley Park and Recreation District
<b>Date of the Report</b>	March 9, 2011
<b>Effective Date of the Appraisal</b>	March 9, 2011
<b>Land Area</b>	2.87± acres, or 125,017± sf
<b>Zoning Designation</b>	CG, General Commercial
<b>Entitlement Status</b>	Refer to Hypothetical Condition
<b>Flood Plain Map Panel Number and Date</b>	06071C8115H; dated August 28, 2008
<b>Flood Plain Designation</b>	Zone D, an area with possible but undetermined flood hazards. Flood insurance rates are commensurate with the uncertainty of the flood risk.
<b>Property Rights Appraised</b>	Fee simple interest
<b>Market Value Conclusion</b>	\$940,000
<b>Market Value per Buildable Unit</b>	\$12,5330

The appraisal is subject to the following Hypothetical Conditions:

- The subject site contains 2.87 acres as per the proposed site plan completed by DCi Engineering, Inc., the road improvements identified in the site plan have been completed, and the costs to complete the road improvements and lot split of APN 0595-361-21 are excluded from the appraisal analysis.
- The site been approved for the development of 75 affordable seniors' dwelling units

*Note: This summary represents only a portion of a complete appraisal report and is considered invalid outside the context of that entire document.*

SITE PLAN



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**WILLIAM LARSEN**  
**PROFESSIONAL QUALIFICATIONS**

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***EXPERIENCE:***

Mr. Larsen has been actively engaged in commercial real estate valuation and consulting since 1985 and has been a Senior Consultant at INTEGRA REALTY RESOURCES – LOS ANGELES since 2001. He has substantial experience completing appraisals and related valuation studies for use in eminent domain, litigation, audit, purchase price allocation, and lending and investment decisions. He and has appraised all major property types and has completed appraisal assignments in over 15 states. Special studies have addressed improved affordable housing properties and affordable housing development sites, bridge seismic retrofits, leasehold/leased fee allocations, analysis of historic properties, value diminution from seismic and/or environmental conditions, the valuation of billboards and their underlying ground leases, and the analysis of possessory interests.

Major right-of-way assignments have included acquisition appraisals for freeway widening, grade separation, utility system upgrade and expansion, and transit station development. These assignments have included the analysis of full fee takings, partial fee takings of surface, subsurface, and air rights; and easement acquisitions. The part-take appraisals included consideration of severance damages and project benefits.

Mr. Larsen has participated in the portfolio valuations for corporate acquisition and loan loss reserve purposes, including an analysis done for a \$5.2 billion acquisition of a Los Angeles-based insurance company.

Mr. Larsen was a director of Irvine-based Institutional Property Valuation, providing condemnation appraisal and litigation support services to a public agency clientele from 1995 to 2001. Previously, Mr. Larsen was with Farmers Insurance Group as a Real Estate Investment Manager and commercial property appraiser from 1987 to 1995.

***PROFESSIONAL ACTIVITIES:***

- Licensed: California Certified General Real Estate Appraiser No. AG014297
- Registered: Environmental Assessor, 1996–2001, State of California Environmental Protection Agency
- Member: IRWA International Director 2009–2011, Chapter One President 2010/2011, Board of Directors 2004–2011, Co-chair and moderator of annual Valuation Seminar 2008–2011.
- Associate Member: Appraisal Institute (all MAI experience and education requirements completed)
- Speaker: *Appraisal of Large Multi-Property Eminent Domain Projects*, IRWA Chapter 1 2006 Valuation Seminar
- Speaker: *Historic Theaters*, Appraisal of Special Purpose Properties Seminar, Southern California Chapter of the Appraisal Institute
- Speaker: *Financial Criteria in Public Sector MSW Site Acquisition*, California State University, Fullerton, Department of Environmental Sciences

Speaker: *Case Study: CERCLA Cost Recovery Action*, UCLA Department of Engineering, Environmental Sciences

***EDUCATION:***

M.B.A., Finance, University of California, Los Angeles

B.A., Liberal Arts, State University of New York, Albany

Environmental Sciences Program, Department of Engineering, Environmental Sciences Division, University of California, Los Angeles Extension

Mr. Larsen has successfully completed the following Appraisal Institute courses and/or exams:

- Real Estate Appraisal Principles
- Basic Valuation Procedures
- Capitalization Theory and Techniques, Parts A & B
- Case Studies in Real Estate Valuation
- Report Writing and Valuation Analysis
- Highest and Best Use and Market Analysis
- Advanced Sales Comparison and Cost Approaches
- Advanced Condemnation Appraisal
- Standards of Professional Practice, Parts A, B & C
- Federal and State Laws and Regulations

He has attended the following appraisal seminars:

- Legislative and Judicial Update (Joint Appraisal Institute/IRWA)
- Easement Valuation (IRWA)
- Annual Valuation Seminar (IRWA Chapter 1, 2003–2010, Co-chair and moderator, 2008-2011)
- Uniform Standards of Professional Appraisal Practice Update (2009, 2007)
- Litigation Seminar (Appraisal Institute, 2008, 2006, 2001-2004, 1998, 1996)
- Inland Empire Market Trends 2009, 2008
- Contemporary Approaches to Land Valuation (Appraisal Institute, 2005)
- Appraisal of Entitled and Unentitled Land (Appraisal Institute)
- Business Value in Real Estate Appraisal (Appraisal Institute)
- Conservation Easements (Appraisal Institute)
- Environmental Issues in Land Valuation (Appraisal Institute)
- Impact of Detrimental Conditions (Appraisal Institute)
- Retail Market Seminar (Appraisal Institute)

**REPRESENTATIVE APPRAISAL ASSIGNMENTS**

- Appraisal of multiple bond-financed multi-family residential properties encumbered by tenant income restrictions, Los Angeles, Riverside, and San Bernardino counties.
- 2010 appraisal of bond-financed multi-family residential properties encumbered by tenant income restrictions: 88-unit property in Redlands, 51-unit property in Whittier, and 44-unit property in Downey.
- Appraisal of 325-unit affordable housing multi-family property, Riverside County. Appraisal of 195-unit multi-family residential property, San Marcos.
- Appraisal of 192 units of Willow-Winchester condominium complex to be acquired in eminent domain and converted to an income-restricted affordable housing rental community, Rialto.
- Appraisal of eight-acre affordable housing multi-family residential development site to support funding application for acquisition tax credits, Rialto. Appraisal of five-acre city-owned development site to be sold to private sector affordable housing developer, Rialto.
- Appraisal of three-acre affordable senior housing multi-family residential development site to support funding application for acquisition tax credits, San Bernardino.
- Appraisal of two-acre affordable housing multi-family residential development site to support funding application for acquisition tax credits, Montclair.
- Project Manager of 2009-2010 valuations of multiple acquisition parcels for widening of San Diego Freeway (Interstate 405) in Brentwood, Los Angeles County. Interests appraised included permanent partial takings and aerial, footing, and temporary construction easements. Properties subject to takings included a hotel, office building, industrial building, special purpose property, multi-family residential building, and entitled multi-family residential development site.
- Project Manager of valuation of 52 acquisition parcels for grade separation along Valley Boulevard, Los Angeles. Appraisals included six fee simple and 46 partial takings. Properties subject to partial takings included an active railroad corridor and industrial, retail, and residential properties.
- Project Manager of 2009-2011 valuations of acquisition parcels for Expo Rail transit station sites located in Los Angeles, West Los Angeles, and Santa Monica.
- Project Manager of valuation of 24 parcels for public utility easement acquisitions in downtown Riverside. Interests appraised were permanent partial takings required for the replacement of 4,000-volt underground cables with higher capacity 12,000-volt systems.
- Valuation of three parcels subject to temporary construction easements acquired in the seismic retrofit of the historic Victoria Avenue Bridge located in Riverside. Properties subject to the easements included a residential property and a golf course.
- Reuse appraisals of three parcels located in downtown Riverside. Parcels were valued subject to redevelopment project area development restrictions.
- Valuation of a community shopping center in litigation associated with construction work stoppage. Property was subject to 80+ tenant leases and contained 410,000 square feet of leasable area on a 49-acre site – Murrieta Towne Center, Murrieta.