



STAFF REPORT

TOWN COUNCIL MEETING OF JUNE 12, 2012

To: Town Council

From: Town Manager

Date: June 1, 2012

Subject: A Resolution of the Town Council of the Town of Loomis Authorizing the Sale of Certain Property Located adjacent to 3790 Taylor Road

RECOMMENDATION:

Approve the Resolution authorizing the sale of certain real property located adjacent to 3790 Taylor Road (As Shown on Exhibit B)

DISCUSSION:

On April 26, 2012, the Town obtained ownership of APN 004-133-002 from Placer County for \$292,061.00 (See Exhibit A). This was the end of a process begun in 2011 to acquire the Taylor Road frontage parcel from Placer County. The intent of the purchase was to allow the Town improved and expanded options for development of this portion of town for both the benefit of the Town and the businesses located in the area.

Discussion of the sale of portions of the property owned by the Town to High Hand (aka Scott Paris Enterprises) have been occurring since the topic of the Town's purchase of the land arose. Now that the Town owns the land, staff believes it is time to proceed with the sale of a portion of the Town's land to High Hand. As you are aware, Mr. Paris has made numerous improvements on Town property, including the improvements to the parking lot which is adjacent to the High Hand Conservatory Restaurant on the property in question. Mr. Paris also constructed curb, sidewalk, and gutter improvements along Taylor Road in front of High Hand.

Following several discussions between Mr. Paris and Town staff, it was determined that sale of Town property to Mr. Paris would not only benefit the Town, but Mr. Paris as well. After reviewing the ownership boundaries, staff has come to the conclusion that the sale should 1) fully offset the Town's purchase price of the property (\$292,061) and 2) the land being sold be configured to best benefit the Town and Mr. Paris and result in a more cohesive arrangement of

public and private parcels. Exhibit B shows the reconfigured parcel that would be sold to Mr. Paris. It provides for Mr. Paris to now own the land where the improved parking lot and kitchen is located along with a portion of land behind the nursery. The Town would retain an equal amount of land which now includes the three contiguous parcels where W & W Moulding is located.

The attached Resolution would authorize the Mayor and Town Manager to approve, execute, and deliver the Purchase Agreement in substantially the form presented to this meeting (See Exhibit C), with such changes, insertions, revisions, corrections, or amendments as shall be approved by the Mayor and Town Manager and to execute and deliver any and all documents, to implement the sale of the Property pursuant to the Purchase Agreement.

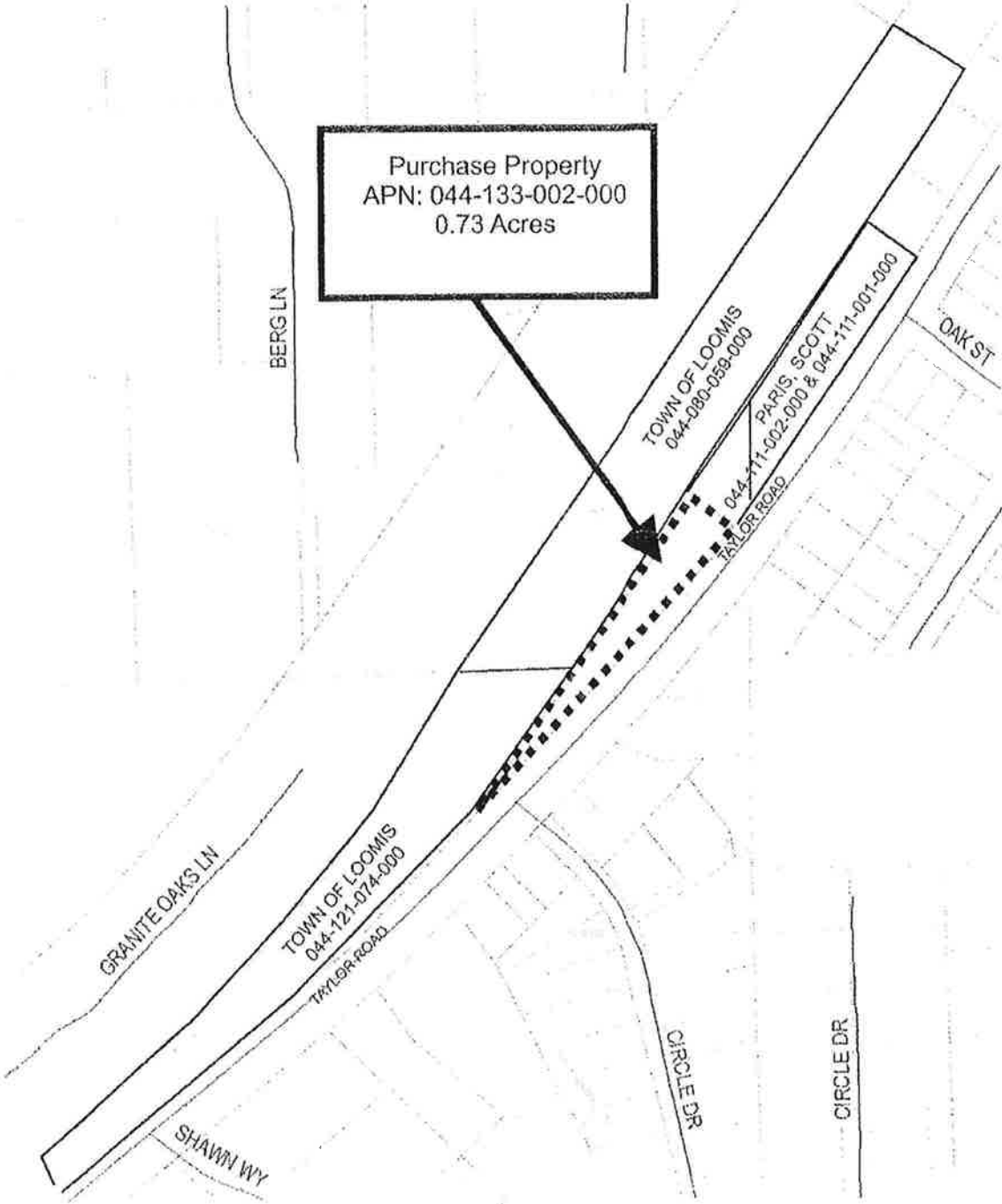
CEQA :

Categorically Exempt under Section 15312. Surplus Government Property Sales.

FINANCIAL IMPLICATIONS:

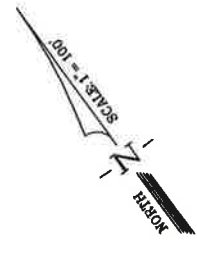
The Town would recoup the \$292,061.00 spent on purchasing the property from Placer County. There would be no costs to the Town to execute the sale.

PURCHASE PROPERTY MAP



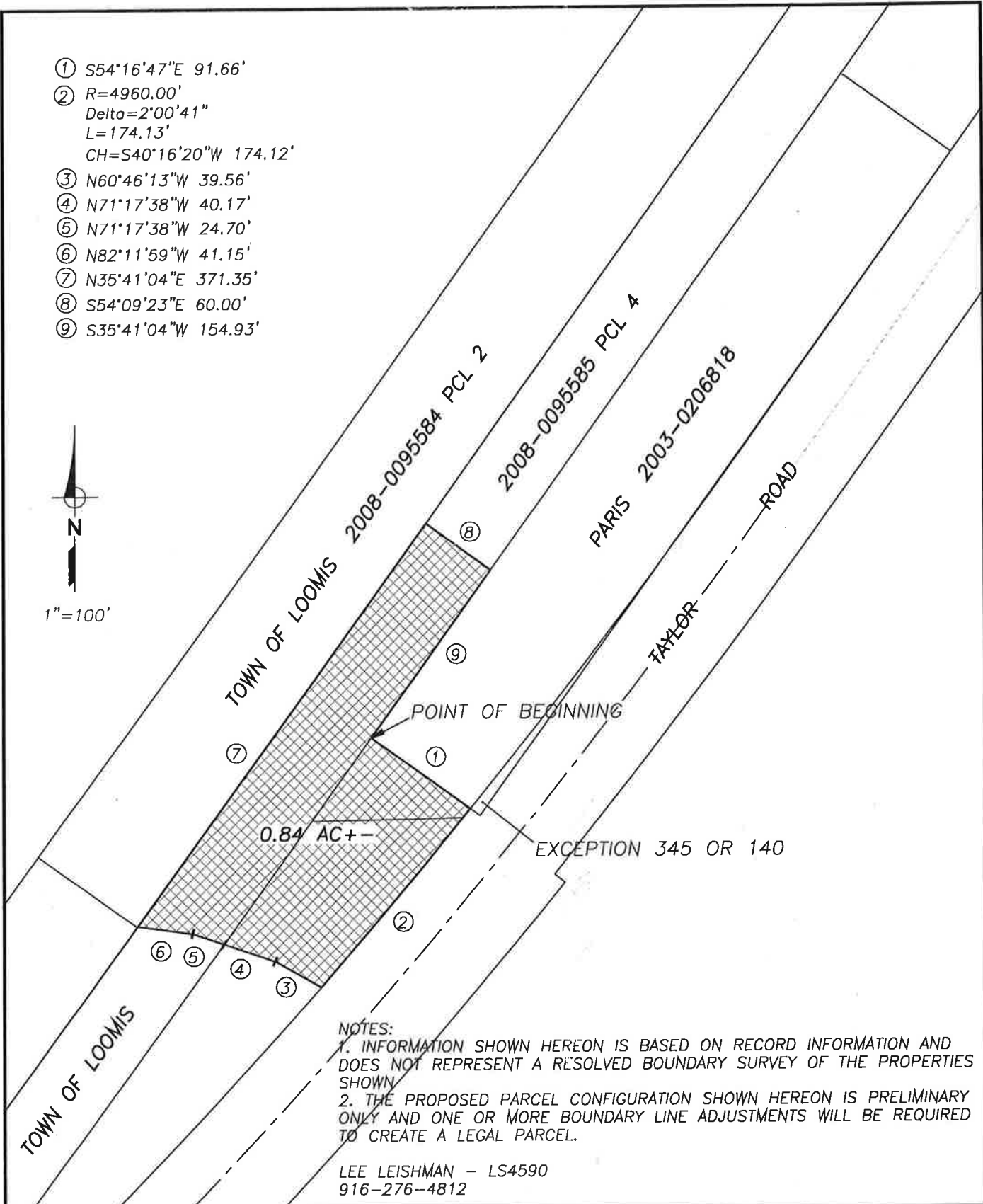


PARCEL EXHIBIT
 TOWN OF LOOMIS PARCEL (FORMERLY PLACER COUNTY
 PARCEL) RELATION TO HIGHHAND PARCELS
 TAYLOR ROAD, LOOMIS, CALIFORNIA



DA + SGI A Joint Venture
 Engineers Planners Surveyors
 Doucet & Associates, Inc. + Surveyors Group, Inc.
 8001 Foothills Blvd., Suite 150
 Roseville, CA 95747
 (916) 789-0822 (916) 789-0824 (Fax)
 www.doucetandassociates.com - www.sgi20.com

- ① S54°16'47"E 91.66'
- ② R=4960.00'
Delta=2°00'41"
L=174.13'
CH=S40°16'20"W 174.12'
- ③ N60°46'13"W 39.56'
- ④ N71°17'38"W 40.17'
- ⑤ N71°17'38"W 24.70'
- ⑥ N82°11'59"W 41.15'
- ⑦ N35°41'04"E 371.35'
- ⑧ S54°09'23"E 60.00'
- ⑨ S35°41'04"W 154.93'



NOTES:
 1. INFORMATION SHOWN HEREON IS BASED ON RECORD INFORMATION AND DOES NOT REPRESENT A RESOLVED BOUNDARY SURVEY OF THE PROPERTIES SHOWN.
 2. THE PROPOSED PARCEL CONFIGURATION SHOWN HEREON IS PRELIMINARY ONLY AND ONE OR MORE BOUNDARY LINE ADJUSTMENTS WILL BE REQUIRED TO CREATE A LEGAL PARCEL.

LEE LEISHMAN - LS4590
 916-276-4812

HIGH HAND NURSERY
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

CK. BY <i>LVL</i>	<i>LOOMIS, PLACER COUNTY</i>	DATE	DRAWING NO.
SCALE <i>1"=100'</i>		<i>4-23-12</i>	EXHIBIT "A" (PLAT)

EXHIBIT B

EXHIBIT "A"
LEGAL DESCRIPTION

Being all that certain real property situate in the Town of Loomis, County of Placer, State of California, lying within Section 9, T. 11 N., R. 7 E., MDM and being more particularly described as follows:

Beginning at the most westerly corner of the parcel of land described in the deed to SCOTT PARIS, dated December 11, 2003 and recorded at Document No. 2003-0206818 Official Records of Placer County, and running thence from said Point of Beginning, along the southwesterly line of said parcel described in said deed to SCOTT PARIS, South 54°16'47" East, 91.66 feet to most westerly corner of the parcel of land described in the deed to the State of California, dated August 3, 1935 and recorded in Book 345 at page 140, Official Records of Placer County, said westerly corner being on the northwesterly line of Taylor Road (formerly State Route 17) as said road is shown on the State of California construction plans titled, III, PLA, 17,A, Sheets 4 & 5 as approved August 21, 1933, thence running along a line that is concentric with and 40 feet northwesterly of the centerline of said Taylor Road, along a non tangent curve to the right having a radius of 4960.00 feet, a central angle of 2°00'41", for an arc length of 174.13 feet, and having a chord bearing and distance of South 40°16'20" West, 174.12 feet, thence leaving said concentric line of Taylor Road, North 60°46'13" West, 39.56 feet, thence North 71°17'38" West, 40.17 feet to a point in the southeasterly line of the parcel of land described under PARCEL 4 in the DONATION QUITCLAIM DEED to the TOWN OF LOOMIS, dated December 8, 2008 and recorded at Document No. 2008-0095585, Official Records of Placer County, thence leaving said southeasterly line North 71°17'38" West, 24.70 feet, thence North 82°11'59" West, 41.15 feet, to a point in the northwesterly line of said PARCEL 4, thence along said northwesterly line, North 35°41'04" East (North 36°09'53" East per 2008-0095585), 371.35 feet, thence leaving said northwesterly line South 54°09'23" East, 60.00 feet to a point on the northwesterly line of said parcel described in said deed to SCOTT PARIS, thence along said northwesterly line South 35°41'04" West (South 36°05' West per 2003-0206818), 154.93 feet to the Point of Beginning.

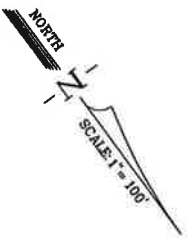
Containing 0.84 acres more or less

This draft legal description has been prepared in anticipation of the necessary Boundary Line Adjustment and other Agency approvals that will be needed to create a separate legal parcel.



04/23/12

HIGH HAND LEGAL DESC.doc



PARCEL EXHIBIT

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TOWN OF LOOMIS

RESOLUTION 12- ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS AUTHORIZING
THE SALE OF CERTAIN PROPERTY**

WHEREAS, the Town of Loomis ("Town") is the owner of the improved \pm 0.83 acre real property in the Town of Loomis located adjacent to 3790 Taylor Road in Loomis, California, designated as shown on Exhibit A ("Purchase Property"); and,

WHEREAS, The Town of Loomis ("Town") desires to create an attractive and convenient Downtown core conducive to the healthy development of commercial businesses and provide a more cohesive arrangement of public and private parcels; and

WHEREAS, Scott Paris Enterprises is willing to acquire said Purchase Property subject to the current improvements; and,

WHEREAS, The General Plan designation of the Purchase Property, and its zoning under the Town's Zoning Ordinance, are consistent with the planned use of the Property by the Purchaser; and

WHEREAS, The Town has determined that the Purchase Property is no longer necessary for Town purposes and is willing to sell said Purchase Property for Two Hundred Ninety Two Thousand and 61/100 Dollars (\$292,061.00), subject to Material Terms for an Agreement for Purchase and Sale ("Purchase Agreement").

NOW THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Loomis that:

1. Sale of the Purchase Property in accordance with the terms of the Purchase Agreement is in conformity with the General Plan of the Town of Loomis; and
2. The Mayor and Town Manager (the "Designated Officers") are hereby authorized and directed, for and in the name of and on behalf of the Town, to:
 - a. Approve, execute, and deliver the Purchase Agreement in substantially the form presented to this meeting, which Purchase Agreement is hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the Designated Officers; and
 - b. to execute and deliver any and all documents, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the above transaction and implement the sale of the Property pursuant to this resolution and the Purchase Agreement."

PASSED AND ADOPTED this 12th day of June, 2012, by the following vote:

EXHIBIT C

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

Attest:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

**MATERIAL TERMS
AGREEMENT FOR PURCHASE AND SALE**

1. PURCHASE PROPERTY. Approximately +/- .83 acres improved with a 2,064 square foot building and developed parking lot located adjacent to 3790 Taylor Road, Loomis CA, as generally depicted on Exhibit A (PURCHASE PROPERTY).
2. Agreement. Agreement of Purchase and Sale (AGREEMENT) is made by and between the Town of Loomis (TOWN) and Scott Paris Enterprises, Inc. (BUYER). TOWN and Buyer are collectively referred to as PARTIES.
3. Purpose. The purpose of this AGREEMENT is to provide for the purchase and sale of the PURCHASE PROPERTY as conveyed through a Grant Deed from TOWN to BUYER.
4. Purchase Price. The PARTIES have agreed to Two Hundred and Ninety Two Thousand and 61/100 Dollars (\$292,061.00) as the Purchase Price for the PURCHASE PROPERTY. The Purchase Price is based on the purchase price, including title fees, paid by the Town for the subject property. The Price includes reasonable compensation to the TOWN for expenses incurred by TOWN to effect this transaction including all reasonable staff, administrative, consulting, and attorney expenses.
5. Conditions to Close. The Close of Escrow shall be conditioned on all of the following: (1) the BUYER's written acceptance of the condition of title and physical and environmental condition of the Property; (2) the deposit of funds into Escrow by the BUYER, which shall total Two Hundred Ninety Two Thousand and 61/100 Dollars (\$292,061.00); and (3) TOWN'S delivery into escrow a fully executed grant deed in recordable form.
6. Escrow and Title. The purchase and sale of the PURCHASE PROPERTY shall be consummated by means of an escrow opened at _____ Escrow Order Number _____.
7. Close of Escrow. Close of Escrow shall occur no later than ninety (30) days following the PARTIES' approval of the Agreement.
8. Escrow Costs and Expenses. BUYER shall pay all escrow and title costs associated with this transaction, including the premium for title insurance as determined by BUYER. Such costs shall include recording fees, escrow fees, title insurance, transfer taxes, and all costs associated with clearing title. Prior to Close of Escrow, BUYER shall deposit the Purchase Price into escrow.
9. Termination. Should the BUYER terminate the Agreement; BUYER will compensate TOWN for actual staff, legal, consultant, and escrow expenses at an amount not to exceed Twenty Thousand and No/100 Dollars (\$10,000.00).

10. Representations and Warranties. TOWN shall provide no warranties as to the current condition of the PURCHASE PROPERTY. As a matter of disclosure TOWN will provide BUYER with all reports and studies in TOWN's possession on or before the TOWN'S execution of the Agreement. Such reports will include the August 1, 2000 Groundwater Sampling Report and Case Closure Report/Checklist and the February 14, 2001 Proposed Groundwater Monitoring Well Abandonment reports prepared by Kleinfelder, Inc. for the COUNTY regarding the PURCHASE PROPERTY, as well as a copy of the California Regional Water Quality Control Board's Notice of No Further Action letter. Since the date of the above mentioned letters and studies, the TOWN is unaware of any release or discharge of Hazardous Materials in, upon, on or below any portion of the PURCHASE PROPERTY, including, but not limited to, soils and ground or surface water in and around its property.
11. Indemnification of Town Except as otherwise expressly stated herein, BUYER agrees that it is purchasing the PURCHASE PROPERTY "as is" and "with all faults," with no warranties by TOWN of any kind, express or implied, with respect to the PURCHASE PROPERTY or the condition thereof. By closing this transaction, The BUYER hereby (1) releases TOWN and assumes all damages, claims, liabilities and obligations, whether known or unknown, arising from or related in any way to the PURCHASE PROPERTY or the condition thereof, including without limitation the physical condition of the PURCHASE PROPERTY, the presence and/or absence of Hazardous Materials in, on, under or affecting the PURCHASE PROPERTY, and the compliance of the PURCHASE PROPERTY with laws, ordinances, rules or regulations relating to the condition thereof. The parties agree that each representation and warranty in this Section shall survive the Closing Date. For purposes hereof, "Hazardous Material" shall have the meaning ascribed to it below.

The term "Hazardous Material(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any "Environmental Law(s)"; (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Material(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

Closing will be conditioned on BUYER waiving its rights under California Civil Code 1542.

12. Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect.

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