



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

DATE: May 9, 2024
TO: Board of Commissioners
FROM: Jim Kruse, Executive Director
SUBJECT: **Action Item #5 Resolution No. 23-24-14 Approving the Purchase of the Property Located at 1500 Robertson Rd. Modesto, CA APN 037-023-002.**
PREPARED BY: Jim Kruse, Executive Director
RESOLUTION NO: 23-24-14

RECOMMENDTION:

Staff recommends approving Resolution Number 23-24-14 approving the purchase of the property located at 1500 Robertson Rd. Modesto CA APN 037-023-002 in the amount of Four Hundred Seventy Thousand Dollars and No/100 Dollars (\$470,000) for the development of additional affordable housing units.

SUMMARY

The Housing Authority and the City of Modesto have been collaborating on the new construction development. The proposed project concept would consist of two separate housing complexes, one for seniors and one for workforce affordable housing. The proposed development encompasses 4 acres of land situated on the south side off the 1500 Block of Robertson Road, Modesto California.

The first complex to consist of at least 70 one and two-bedroom which will serve workforce housing and families. The second complex will provide at least 22 one-bedroom senior residences. Both complexes will include in-unit laundry, community rooms, manager's office, playground, and BBQ areas. The unit sizes would be approximately 664 to 788 square feet. Parque Rio will provide much needed affordable workforce and senior housing options up to 120% of AMI.

The existing neighborhood consist of residential and multifamily housing along the North and West sides and City of Modesto Waste Water Treatment Facilities on the East and South side. The Authority also maintains a property management office across the street from the proposed complex.

Because the property consists of 28 acres, this project will require a lot line adjustment to allow the purchase of 4 acres as well as other city entitlement approvals. The Housing Authority is working through this process with the respective agencies.

Please note that the described project is a conceptual idea as currently planned. Because the project is in the early planning stages, the project concept may change as it moves forward in the design and respective agency approval stages.



At the January, 17, 2023 Board of Commissioners meeting the Board approved applying for and accepting the U.S. Dept. of Housing Urban Development (HUD) Community Project Funding (CPF) grant for the development and improvements for the Parque Rio Development. The Authority was awarded and has accepted the \$3,000,000 CPF funds for the Parque Rio Development. These funds will be used to for the purchase of the property.

FISCAL IMPACT

\$470,000 for the purchase of APN 037-023-002 to be funded with CPF funding.

ATTACHMENTS:

Purchase and Sale Agreement

Resolution No. 23-24-14

RESOLUTION NO. 23-24-14

RESOLUTION APPROVING THE PURCHASE OF THE PROPERTY LOCATED AT 1500 ROBERTSON RD. MODESTO CA APN 037-023-002.

WHEREAS, the Housing Authority of the County of Stanislaus desires to increase the number of affordable housing units in the county and,

WHEREAS, The Housing Authority received \$3,000,000 in Housing and Urban Development (HUD) Community Project Funding (CPF); and

WHEREAS, The Housing Authority desires to utilize the HUD CPF grant funding for acquisition, development and improvements of the property; and

WHEREAS, Owner of the property desires to sell said property and Stanislaus Regional Housing Authority desires to purchase said property; and

WHEREAS, The property will increase affordable housing units in Stanislaus County and further the Housing Authority's mission; and

WHEREAS, the Executive Director will have legal review and approval of any funding documents; and

WHEREAS, the Executive Director is authorized to take all necessary action to execute funding and purchase related agreements; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Stanislaus Regional Housing Authority, that:

1. The Executive Director is authorized to proceed with the purchase of the property located at 1500 Robertson Rd Modesto CA 037-023-002 not to exceed the amount of \$470,000 plus any closing and finance costs associated with the sale.
2. The Executive Director is authorized, after legal review, to sign all necessary documents and take all necessary actions to complete the purchase of the real property located at 1500 Robertson Rd Modesto CA 037-023-002.
3. This Resolution shall take place immediately.

DULY AND REGULARLY ADOPTED by the Board of Commissioners of the Stanislaus Regional Housing Authority this 9th day of May, 2024.

On motion of Commissioner ____, seconded by Commissioner _____, and on the following roll call vote:

AYES: .

NAYS:

ABSTAIN:

ABSENT:

Attest: _____
Secretary

Approved: _____
Chairperson

**PURCHASE AND SALE AGREEMENT
WITH ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement with Escrow Instructions (hereafter “Agreement”) is made this 2nd day of May, 2023 (the “Effective Date”), by and between the STANISLAUS COUNTY, a political subdivision of the State of California, the CITY OF CERES, a California municipal corporation, the CITY OF MODESTO, a California charter city (collectively hereafter “SELLERS”) and the STANISLAUS REGIONAL HOUSING AUTHORITY, a California public agency (hereafter “BUYER”). SELLERS and BUYER may each be referred to herein as a “Party” or collectively as the “Parties”. This Agreement is made with reference to the following recitals:

RECITALS

WHEREAS, SELLERS are comprised of three independent public agencies each of which is a party to the “Agreement Between County of Stanislaus, City of Modesto and City of Ceres Relating to the Acquisition, Development and Operation of the Tuolumne River Regional Park” entered into on February 19, 1972 (as amended from time to time, the “Joint Agreement”) which created the Tuolumne River Regional Park (“TRRP”) and established the Tuolumne River Regional Park Committee (“TRRP Committee”) to operate the TRRP; and

WHEREAS, SELLERS own, through their participation in the Joint Agreement, an undivided interest of approximately 28 acres of real property located in the City of Modesto commonly known as 1500 Robertson Road and more particularly described in Exhibit “B” as parcel A, as shown on that certain parcel map filed for record July 7, 1966, in Book 2 of Parcel Maps at Page 12, Stanislaus County Records, attached hereto and incorporated herein by this reference and being assessor’s parcel number 037-023-002 (hereafter the “Property”); and

WHEREAS, SELLERS desire to sell and are willing to sell to BUYER, on the terms and conditions herein, fee simple title in a 3.948-acre portion of the Property (hereafter referred to as the “Subject Property”) which is more particularly described and shown in Exhibit “A”, attached hereto and incorporated herein by this reference; and

WHEREAS, BUYERS desire to buy and are willing to buy from SELLER, on the terms and conditions herein, fee simple title in the Subject Property;

WHEREAS, sale of the Property is exempt from the requirements of the Subdivision Map Act pursuant to Government Code section 66426.5;

WHEREAS, the Subject Property is undeveloped and has never been improved or used as a public park; and

WHEREAS, BUYER and SELLERS acknowledge and agree that the Subject Property is necessary for public use, that is, the construction of improvements for affordable housing by the BUYER, and

WHEREAS, BUYER intends on using the Subject Property for the following purpose: to construct and operate housing units affordable to low-income households, and

WHEREAS SELLERS agree that all proceeds from the sale of the Subject Property will be disbursed to the Special Revenue Fund set forth in Section 5 of the Joint Agreement, now designated as the Tuolumne River Regional Park (TRRP) Operating Fund (Fund 6700) managed by the City of Modesto, and shall so instruct Escrow Holder through the Escrow Instructions contained herein; and

WHEREAS, the SELLERS hereby agree that all revenues derived from sale of subject property will be allocated to the Parties' Contribution Accounts in accordance with the requirements of the Joint Agreement.

NOW, THEREFORE BUYER and SELLERS agree as follows:

Section 1. RECITALS.

The Parties agree that the foregoing recitals are true and correct and are part of this Agreement.

Section 2. EFFECTIVE DATE OF AGREEMENT.

The Effective Date of the Agreement, as set forth hereinabove, shall be the date this Agreement is approved by the City of Modest, the City of Ceres, and the County of Stanislaus.

Section 3. PURCHASE AND SALE.

SELLERS agree to sell and BUYER agrees to purchase the Subject Property subject to the terms and conditions in this Agreement.

Section 4. PURCHASE PRICE.

The full purchase price for the Subject Property shall be **FOUR HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$470,000)**, (the "Purchase Price").

BUYER shall pay the full Purchase Price to SELLERS by depositing the full sum into an escrow account at Chicago Title Company at 1700 Standiford Road, Modesto, CA 95350.

Section 5. ESCROW. ESCROW AGENT. ESCROW INSTRUCTIONS.

By this Agreement, BUYER and SELLERS shall establish an escrow ("Escrow") to consummate the sale of the Subject Property according to the terms of this Agreement, at the office of Chicago Title Company ("Title Company"), 1700 Standiford Ave, Suite 110, Modesto, California, 95350, Attention: Karla Sam-Sin ("Escrow Agent"), subject to Escrow

Agent's standard instructions and the terms of this Agreement. An executed copy of this Agreement shall be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and Escrow Agent's standard escrow instructions, the terms of this Agreement shall control. Escrow Agent shall deliver a Preliminary Title Report for the Subject Property (the "Preliminary Report") to BUYER.

At least ten (10) days prior to the Closing Date (as defined in Section 12), Escrow Agent shall notify BUYER and SELLERS in writing of the estimated costs to close escrow to include the following:

- a. The estimated cost of premium for the CLTA standard coverage title insurance policy in the full amount of the Purchase Price of the Subject Property;
- b. Escrow Agent's escrow fees;
- c. An estimate for any governmental fees to be charged; and
- d. An estimate of recording fees.

Section 6. CONDITIONAL PURCHASE, CONDITIONS PRECEDENT, CONDITIONS TO BUYER'S PERFORMANCE.

SELLERS understand and agree that BUYER's agreement to purchase the Subject Property is a conditional one and is contingent on multiple conditions, each of which must be satisfied. The close of escrow and BUYER's obligation to purchase the Subject Property pursuant to this Agreement are contingent on the satisfaction or written waiver by BUYER of each of the following conditions which are solely for BUYER's benefit unless otherwise indicated. Any of said conditions may be waived by BUYER, so long as such waiver is in writing. The Executive Director of BUYER is authorized to waive any such condition and/or give any notices under this Agreement on behalf of BUYER.

- a. SELLERS' Representations and Warranties. SELLERS' representations and warranties being correct as of the Effective Date of this Agreement and as of the Closing Date.
- b. Marketable Title. The conveyance to BUYER of good and marketable fee simple title to the Subject Property, as evidenced by a CLTA standard coverage title insurance policy issued by the Title Company in the full amount of the Purchase Price insuring title to the Subject Property vested in BUYER free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to SELLERS, subject only to those exceptions approved by BUYER's Executive Director in writing and the

following: (i) the Approved Exceptions, as defined herein; and
(ii) general and special real property taxes and assessments constituting a lien not yet due and payable.

- c. Possession/Condition of Subject Property. The delivery of possession of the Subject Property to BUYER immediately on the close of escrow, free and clear of all uses and occupancies except those approved in writing by BUYER's Executive Director. The Subject Property will be conveyed by SELLERS to BUYER in an "as is" condition, with no warranty, express or implied, by SELLERS as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or Hazardous Materials or hazardous waste (as defined by state and federal law); provided, however, that the foregoing shall not relieve SELLERS from disclosure of any such conditions of which SELLERS have actual knowledge.
- d. SELLERS' Performance of Obligations. SELLERS' satisfactory performance of all of SELLERS' obligations under this Agreement.
- e. Title Policy. Escrow's Agent commitment to issue a CLTA standard coverage title insurance policy in the amount of the Purchase Price of the Subject Property subject only to approved exceptions.
- f. BUYER's Right to Terminate Agreement/Waiver. If any condition set forth herein is not satisfied, or if BUYER notifies each of SELLERS in writing before the Closing Date of SELLERS' breach of any of SELLERS' warranties set forth in the Agreement, BUYER may, in BUYER's sole discretion, cancel the escrow and terminate this Agreement by giving written notice to SELLERS and Escrow Agent before the Closing Date. The exercise of this power shall not waive any other rights BUYER may have against SELLERS for breach of contract. If this Agreement terminates pursuant to this provision, the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein and all funds and documents deposited with Escrow Agent shall be promptly returned by Escrow Agent to the depositing Party. In the event of such termination of the Agreement, BUYER shall bear any costs and expense of escrow.
- g. Approval by Buyer's Board. Approval of the Agreement by the BUYER's Board of Directors.

Section 7. SPECIAL CONDITIONS.

- a. In addition to the Purchase Price, BUYER shall pay its portion of all escrow, recording and title insurance charges incurred at the close of escrow for the purchase of the Subject Property.

- b. Each Party represents that no real estate broker has been retained by the Party in the sale of the Property or the negotiation of this Agreement. BUYER shall have no responsibility or liability for the payment of any real estate commission for the purchase and sale of the Subject Property.
- c. If the Property is encumbered by a mortgage(s), deed(s) of trust, or other secured instrument, SELLERS are responsible for payment of any demand under authority of said mortgage, deed of trust, or security interest and authorizes Escrow Agent to pay such amount out of SELLERS' proceeds from the sale of the Subject Property. Such amounts may include but not be limited to payments of unpaid principal and interest.

Section 8. CONDITIONS TO SELLERS' PERFORMANCE.

SELLERS' obligation to perform under this Agreement is subject to the following conditions:

- a. BUYER's representations and warranties in this Agreement being correct as of the Effective Date of this Agreement and as of the Close of Escrow;
- b. BUYER's performance of all of BUYER's obligations which it is required to perform pursuant to this Agreement.

Section 9. SELLERS' REPRESENTATIONS AND WARRANTIES.

SELLERS warrant to BUYER that as of the Effective date of this Agreement and as of the Close of Escrow:

- a. SELLERS own the Property and, except as disclosed herein, and in the Preliminary Report, SELLERS have no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than SELLERS.
- b. Leases. No leases, licenses or other agreements or arrangements allowing any third-party rights to use the Subject Property or any portion thereof are or will be in force. If any lease interest is discovered or identified, as a condition precedent to the approval of this Agreement by the City Council or the City of Modesto, quit claim deeds or similar releases sufficient to clear any such possessory rights from the Subject Property shall be obtained by SELLERS and delivered to BUYER by SELLERS.
- c. Condition of the Property.
 - (i) SELLERS have no knowledge or notice of any buried or partially buried storage tanks located on the Subject Property

containing or having contained gasoline, diesel, herbicides, insecticides, or other petrochemicals;

(ii) To SELLERS' knowledge the Subject Property is free from and has always been free from hazardous substances, hazardous materials or other contaminants;

(iii) SELLERS have not conducted any activity or allowed others to conduct any activity that has resulted in toxic or hazardous wastes or substances to be deposited on the Subject Property;

(iv) SELLERS have received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Subject Property are or have been in violation of any environmental law or informing SELLERS that the Subject Property is subject to investigation or inquiry regarding hazardous substances or hazardous materials on the Subject Property or the potential violation of any environmental law.

(v) The Subject Property has never been used as a dump or landfill.

- d. Litigation. There is no pending, or, to SELLERS actual knowledge, threatened litigation, administrative proceeding or other legal or governmental action with respect to the Subject Property.
- e. Disclosure. Any and all information that SELLERS have delivered to BUYER, either directly or through SELLERS agents is accurate, and SELLERS have disclosed all material facts with respect to the Subject Property.
- f. New Facts. SELLERS shall promptly notify BUYER of any fact that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If BUYER reasonably concludes that any new fact materially and adversely affects the Subject Property, BUYER shall have the option, in BUYER's sole discretion, to terminate this Agreement by delivering written notice of same to SELLERS. In such event neither BUYER nor SELLERS shall have any further obligations to or rights against the other under this Agreement except as otherwise provided herein.
- g. SELLERS have full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by SELLERS has been duly authorized by all necessary actions on the part of SELLERS, and all required consents or approvals of SELLERS have been duly obtained. Upon its execution, this Agreement is a legal,

valid and binding obligation of SELLERS, enforceable against it in accordance with its terms.

Section 10. BUYER'S REPRESENTATIONS AND WARRANTIES.

BUYER warrants to SELLERS that as of the date of this Agreement and as of the Close of Escrow:

- a. BUYER is a California public agency validly existing and in good standing.
- b. BUYER has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by BUYER has been duly authorized by all necessary actions on the part of BUYER, and all required consents or approvals of BUYER have been duly obtained. Upon its execution, this Agreement is a legal, valid and binding obligation of BUYER, enforceable against in accordance with its terms.

Section 11. TITLE.

- a. Within ten (10) days of the Effective Date of this Agreement, BUYER shall cause, at BUYER's sole expense, Escrow Agent to issue to BUYER (with a copy to SELLERS) a preliminary report (hereinafter "Preliminary Report") for a CLTA Policy of Title Insurance for the Subject Property, setting forth all liens, encumbrances, easements, restrictions, conditions, covenants, pending litigation, judgments, administrative proceedings and any other matters affecting SELLERS' title to the Subject Property (hereafter "Exceptions") together with copies of all documents relating to the Exceptions referred to in the Preliminary Report.
- b. BUYER shall advise SELLERS in writing within twenty-one (21) days after receipt of the Preliminary Report of BUYER's disapproval of any Exception or any other matter that adversely affects title to the Subject Property (hereafter "Disapproved Exception"). BUYER's failure to advise SELLERS within twenty-one (21) days of receipt of the Preliminary Report of its disapproval of any exceptions disclosed in the Preliminary Report shall be deemed to be approval of any such exceptions (hereafter the "Approved Exceptions"). BUYER's Executive Director is authorized to determine the condition of title and to provide the required notices hereunder.
- c. As to any Disapproved Exception, SELLERS shall have the right, but not the obligation, within thirty (30) days, following expiration of the twenty-one (21) day period provided in Section 11 (b) above, to cause each or any Disapproved Exception to be discharged, satisfied, released or terminated as the case may be, of record, and in a form that is

reasonably satisfactory to BUYER and Escrow Agent, all at SELLERS' sole cost and expense. SELLERS authorize Escrow Agent to disperse from the cash portion of the purchase price and proceeds otherwise disbursable to SELLERS upon Close of Escrow with sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If SELLERS are unable or unwilling to obtain a discharge, satisfaction, above, then this Agreement shall automatically terminate ten (10) business days after expiration of the thirty-day (30) period for curing the Disapproved Exceptions or after SELLERS advise BUYER in writing that SELLERS are unable or unwilling to cause such discharge, satisfaction, release, or termination, whichever occurs first, unless within such ten-business-day period BUYER's Executive Director waives in writing such Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Exception under this Agreement. If this Agreement terminates pursuant to the foregoing sentence, neither BUYER nor SELLERS shall have any further obligations to or rights against each other under this Agreement except as otherwise provided herein and all funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing Party.

Section 12. CLOSE OF ESCROW.

- a. Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue a CLTA policy of Title Insurance insuring BUYER in the amount of the Purchase Price, subject only to the following matters:
 - (i) Approved Exceptions by BUYER in accordance with Section 11 of this Agreement.
- b. SELLERS' Deposit into Escrow. SELLERS shall deposit with Escrow Agent on or before the Close Date the following documents/items:
 - (i) A grant deed duly executed and acknowledged by SELLERS suitable for recordation conveying to BUYER good and marketable fee simple title to the Subject Property subject only to Approved Exceptions in accordance with Section 11 of this Agreement;
 - (ii) SELLERS affidavit of non-foreign status as contemplated by the United States Internal Revenue Code (FIRPTA Affidavit);
 - (iii) SELLERS' affidavit as contemplated by the California Revenue and Taxation Code ("Withholding Affidavit");

- (iv) All other documents/items reasonably required by Escrow Agent to consummate Close of Escrow.
- c. BUYER's Deposit into Escrow. BUYER shall deposit with Escrow Agent on or before the Closing Date the following documents/items:
 - (i) The full Purchase Price in the form of cash or immediately available funds;
 - (ii) The total amount of fees and charges BUYER is responsible to pay pursuant to Section 7 a. of this Agreement in the form of cash or in immediately available funds;
 - (iii) All other documents/items reasonably required by Escrow Agent to consummate Close of Escrow;
 - (iv) A deed reflecting the parcel as described in Exhibit "A" and "B" to be recorded at the closing, or such other deed as requested by the Title Company.
- d. Closing Date. BUYER and SELLERS agree the conveyance of the Property by SELLERS to BUYER in the closing of the transaction covered in this Agreement ("Close of Escrow") shall take place on a date mutually agreeable to BUYER and SELLERS that is within twenty (20) days following the satisfaction of the last condition of those conditions set forth in Sections 6 and Section 11 of this Agreement, but in no event later than ninety (90) days from the Effective Date of this Agreement (the "Closing Date"). If escrow has not closed by the Closing Date, the Parties may extend the Closing Date by mutual agreement in writing or in the alternative either Party may elect to terminate this Agreement by notifying the other Party in writing of the election to terminate and in such event neither Party shall have any further obligations to or rights against the other under the Agreement.
- e. Escrow Agent's Duties. On the Closing Date, Escrow Agent shall close escrow as follows:
 - (i) Record the Grant Deed (marked for return to "BUYER") in the Office of the Recorder of the County of Stanislaus (which shall be deemed delivery to BUYER);
 - (ii) Issue the CLTA Policy of Title Insurance described in Section 6 b. of this Agreement.

- (iii) Per the Joint Agreement, on behalf of SELLERS, disburse into the Tuolumne River Regional Park Operating Fund (Fund 6700), managed by the City of Modesto, the Purchase Price less amounts and charges to be paid on behalf of SELLERS;
- (iv) Charge BUYER and SELLERS for those costs and expenses to be paid by them respectively pursuant to this Agreement and disburse any net funds remaining after the preceding disbursement to BUYER.
- (v) Prepare and deliver to both BUYER and SELLERS one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow;
- (vi) Deliver to BUYER the FIRPTA Affidavit and Withholding Affidavit, if required;
- (vii) Apportion costs, fees and expenses between SELLERS and BUYER in accordance with sub-section (f) below.

If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify BUYER and SELLERS and retain all funds and documents pending receipt of further instructions jointly by BUYER and SELLERS.

- f. Prorations. Escrow Agent shall prorate the following costs at the Close of Escrow:
 - (i) BUYER shall pay:
 - i. The premium for the CLTA Policy Title Insurance; and
 - ii. One-half of the escrow fee charged by Escrow Agent.
 - (ii) SELLERS shall pay:
 - i. Any demand for payoff under authority of a mortgage, deed of trust or secured instrument of the Property pursuant to Section 6 of this Agreement; and
 - ii. One-half of the escrow fee charged by Escrow Agent.
- g. Real Estate Taxes, Bonds and Assessments. The Parties to this agreement are all public agencies and are exempt from the payment of transfer taxes, recording fees and real property taxes. All

installments of any bond or assessment that constitutes a lien on the Property at the Close of Escrow shall be paid by SELLERS.

Section 13. POSSESSION.

Possession of the Subject Property shall be delivered to BUYER at the Close of Escrow.

Section 14. SELLERS' PRECLOSING COVENANTS.

Commencing on the Effective Date of this Agreement and until the Close of Escrow:

- a. SELLERS shall not permit any liens, encumbrances or easements to be placed on the Property, other than the Approved Exceptions, nor shall SELLERS enter into any Agreement regarding the sale, rental, management, repair, improvement or any other matter affecting the Property that would be binding on BUYER or on the Subject Property after the Close of Escrow without the prior written consent of BUYER.
- b. SELLERS shall not permit any act of waste or act that would tend to diminish the value of the Subject Property for any reason, except that caused by ordinary wear and tear.
- c. SELLERS shall maintain the Subject Property in its present condition subject to ordinary wear and tear, until the Close of Escrow.
- d. If the Subject Property, or any portion of the Subject Property, is encumbered by a deed of trust, mortgage or any other secured instrument, SELLERS shall pay any demand under authority of said deed of trust, mortgage or secured instrument out of SELLERS' proceeds of the sale of the Subject Property. Such amounts may include, but not be limited to payments of unpaid principle and interest.

Section 15. AMENDMENTS.

This Agreement shall not be amended, modified or changed except by an instrument in writing executed by the Parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

Section 16. WAIVERS.

No Breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any obligation. An extension of time for performance of any obligation

or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

- Section 17. SUCCESSORS. BINDING EFFECT.**
This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.
- Section 18. APPROVAL.**
SELLERS acknowledge, understand and agree that this AGREEMENT is subject to the approval by BUYER's Board of Directors and this Agreement shall have no force or affect unless and until such approval by the BUYER's Board of Directors is obtained. BUYER similarly acknowledges that this AGREEMENT is subject to 1) approval by the City Council of the City of Ceres, City Council of the City of Modesto and Board of Supervisors of the County of Stanislaus, and 2) a determination by the State of California Department of Housing and Community Development that the disposition of real property by the SELLERS to BUYER is "exempt surplus property" as set forth in the Surplus Land Act Guidelines, section 400(e)(1).
- Section 19. AUTHORITY OF SELLERS.**
SELLERS hereby represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey the Subject Property and that no other authorizations are required to implement this Agreement on behalf of the SELLERS. This Agreement has been negotiated at arm's length and each Party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.
- Section 20. NOTICES.**
All notices permitted or required to be given under this Agreement or which either SELLERS or BUYER desire to serve upon the other shall be in writing and shall be deemed to be properly given if delivered, mailed, or sent as follows:
- a. A nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier;

- b. Hand delivery, in which case notice shall be deemed delivered upon receipt;
- c. By United States Mail, by postage prepaid, in which case notice shall be deemed delivered five (5) days after delivery in the United States Mail; or

All notices under this section shall be given as set forth below or to any other individual or addressed as may be designated by a Party:

SELLERS:

By United States Mail, Personal
Delivery or Overnight Mail:

City of Modesto
ATTN: City of Modesto (TRRP)
c/o Laurie A. Smith, Director of PRN
P.O. Box 642
1010 10th Street, Suite 4400
Modesto, CA 95353

Stanislaus County
ATTN: Stanislaus County
c/o Jody Hayes, CEO
1010 10th Street
Modesto, CA 95354

City of Ceres
ATTN: City of Ceres
c/o Alex Terrazas, City Manager
2220 Magnolia Street
Ceres, CA 95307

BUYER:

By United States Mail, Personal
Delivery or Overnight Courier:

**Stanislaus Regional Housing
Authority**
Attn: Executive Director
P.O. Box 581918
Modesto, CA 95358

Section 21. SEVERABILITY.

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected.

Section 22. GOVERNING LAW.

This Agreement shall be interpreted under and be governed by the laws of the State of California.

Section 23. REMEDIES

If, because of SELLERS' default or breach of this Agreement, the purchase and sale of the Subject Property is not consummated as set forth herein by the Closing Date, BUYER shall be entitled to either (a) seek specific performance from SELLERS or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until SELLER is able to perform; or (iii) to terminate this Agreement upon written notice to SELLER, whereupon SELLER shall cause Escrow AGENT to return to BUYER any and all sums placed into the Escrow by BUYER, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities to each other hereunder. In the event of a breach or default hereunder by BUYER and the closing does not occur due to such default, BUYER shall be responsible for any fees owed to the Title Company and Escrow Officer. The Parties agree that SELLERS shall have no other remedies. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

Section 24. ATTORNEY'S FEES.

If any action, proceeding is commenced between the Parties arising out of or relating to this Agreement, the prevailing Party in that action or proceeding shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing Party.

Section 25. COUNTERPARTS SIGNATURE.

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one contract.

Section 26. ENTIRE AGREEMENT.

This Agreement and the documents referenced herein contain the entire Agreement between the Parties to this Agreement.

Section 27. TIME.

Time is of the essence of this Agreement.

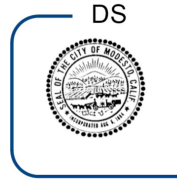
IN WITNESS WHEREOF, the City of Modesto, a charter city and municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk by Resolution No. 2023-203 adopted by the Council on the 2nd day of May, 2023, and Stanislaus County, a political subdivision of the State of California, the City of Ceres, a municipal corporation, and the Stanislaus Regional Housing Authority, a California public agency, have caused this Agreement to be duly executed as of the Effective Date.

CITY OF MODESTO (As one of the SELLERS),
a municipal corporation

DocuSigned by:
Joseph P. Lopez
By: _____
JOSEPH P. LOPEZ, City Manager

ATTEST:

DocuSigned by:
Diane Nayares-Perez
By: _____
DIANE NAYARES-PEREZ, CMC, City Clerk



APPROVED AS TO LEGAL FORM:

DocuSigned by:
Jose Sanchez
By: _____
JOSE M. SANCHEZ, City Attorney


STANISLAUS COUNTY (As one of the SELLERS),
a political subdivision of the State of California

By: 
JODY HAYES, Chief Executive Officer

ATTEST:

By: 
ELIZABETH A. KING, Clerk of the Board


Approved as to Legal Form:
STANISLAUS COUNTY COUNSEL
Thomas E. Boze, County Counsel

By: 
Donya Nunes, Deputy County Counsel

**CITY OF CERES (As One of the SELLERS),
a municipal corporation**

By: 
~~ALEX TERRAZAS, City Manager~~

Douglas D. Dunford, Interim City Manager
ATTEST:

By: 
FALLON MARTIN, City Clerk

APPROVED AS TO LEGAL FORM:

By: 
NUBIA GOLDSTEIN, City Attorney

STANISLAUS REGIONAL HOUSING AUTHORITY (as BUYER),
a California public agency

By: *Jim Kruse*
JIM KRUSE, Executive Director

(SEAL)

EXHIBIT A
Attached Plat & Legal Description of Subject Property

EXHIBIT B
Parcel Map of Property
APN# 037-023-002

5435985.1

EXHIBIT A
LEGAL DESCRIPTION FOR
STANISLAUS REGIONAL HOUSING AUTHORITY

All that portion of
PARCEL A of the Parcel Map filed in
Book 2 of Parcel Maps at Page 12, Stanislaus County Records,
lying in the Southeast Quarter of the Southeast Quarter of
Section 6, Township 4 South, Range 9 East, Mount Diablo Meridian,
City of Modesto, County of Stanislaus, State of California,
described as follows:

COMMENCING at a 2 inch iron pipe in a well at the intersection of the
centerlines of Hays Street and Robertson Road as shown on the Survey
filed in Book 26 of Surveys at Page 81, Stanislaus County Records; thence
along said centerline of Robertson Road, North 89°54'43" East, 214.61 feet
to the Northerly extension of the East line of PARCEL B of said Parcel Map;
thence along said Northerly extension, South 00°14'06" West, 20.00 feet
to the Northwest corner of said PARCEL A, being on the South line of
said Robertson Road and the **TRUE POINT OF BEGINNING** of this
description; thence along said South line, North 89°54'43" East, 717.11 feet
to a parallel line being 389.93 feet, measured at right angles, Westerly of the
East line of said Section 6 as shown on said Survey; thence along said parallel
line, South 00°27'59" West, 240.01 feet to a parallel line being 240.00 feet,
measured at right angles, Southerly of said South line; thence along said
parallel line, South 89°54'43" West, 716.14 feet to the Southeast corner of said
PARCEL B; thence along said East line of PARCEL B, North 00°14'06" East,
240.00 feet to the point of beginning.

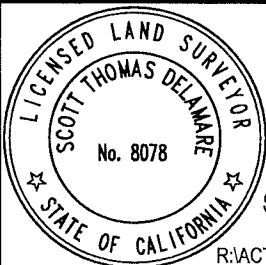
TOGETHER WITH: All Rights of Way, Easements, Agreements, and
Covenants of Record intended to benefit the real property described herein.

SUBJECT TO: All Rights of Way, Easements, and Sovereign Rights of Record.

Containing: 171,987 square feet, 3.948 acres, more or less.

A Plat being Page 2 of 2 and attached hereto
is hereby made a part of this Legal Description.

END OF DESCRIPTION



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM

©COPYRIGHT 2021 DF ENGINEERING, INC.

SIGNED: *Scott Thomas Delamare* June 23, 2021
SCOTT THOMAS DELAMARE LS 8078 DATE

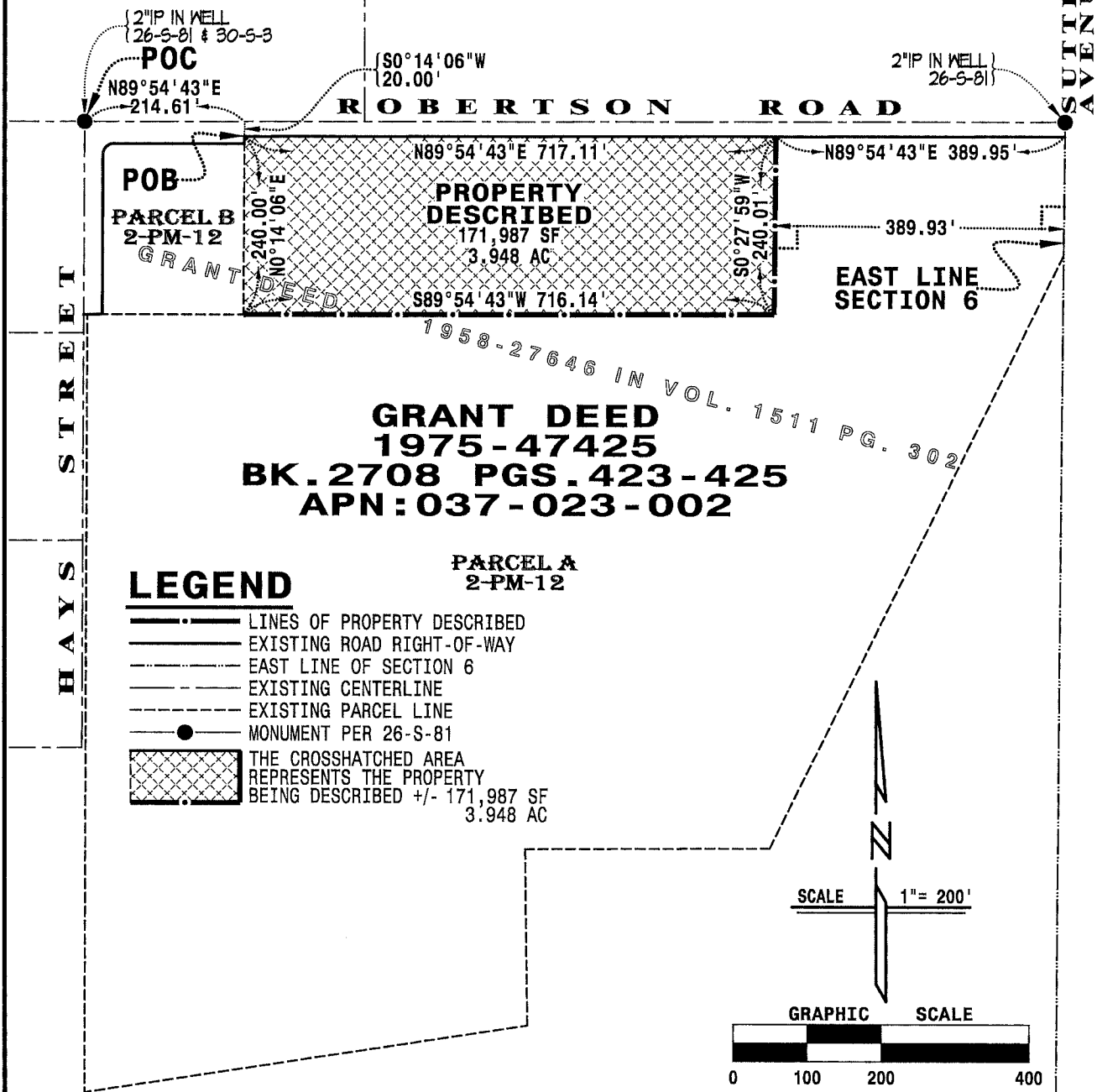
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PAGE	1 OF 2
JOB	2113
AUTHOR	STD
CK. BY	NIP
SCALE	N/A
DATE	Jun., 2021

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR STANISLAUS REGIONAL HOUSING AUTHORITY

LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, T.4 S., R.9 E., M.D.M. CITY OF MODESTO, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



GRANT DEED
1975-47425
BK. 2708 PGS. 423-425
APN: 037-023-002

LEGEND

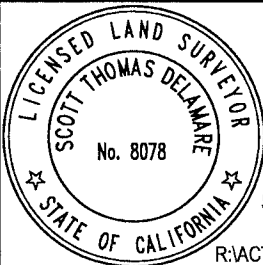
- LINES OF PROPERTY DESCRIBED
- EXISTING ROAD RIGHT-OF-WAY
- EAST LINE OF SECTION 6
- EXISTING CENTERLINE
- EXISTING PARCEL LINE
- MONUMENT PER 26-S-81
- THE CROSSHATCHED AREA REPRESENTS THE PROPERTY BEING DESCRIBED +/- 171,987 SF 3.948 AC

PARCEL A
2-PM-12

SCALE 1" = 200'

GRAPHIC SCALE

0 100 200 400



df DF ENGINEERING, INC.
 CIVIL ENGINEERING AND SURVEYING
 3421 TULLY ROAD SUITE J MODESTO, CA 95350
 TELEPHONE (209) 529-7450 EMAIL DFENGINEERING@DFENGINEERING.COM

SIGNED: *Scott Thomas DeLaMare* June 23, 2021
SCOTT THOMAS DELAMARE LS 8078 DATE

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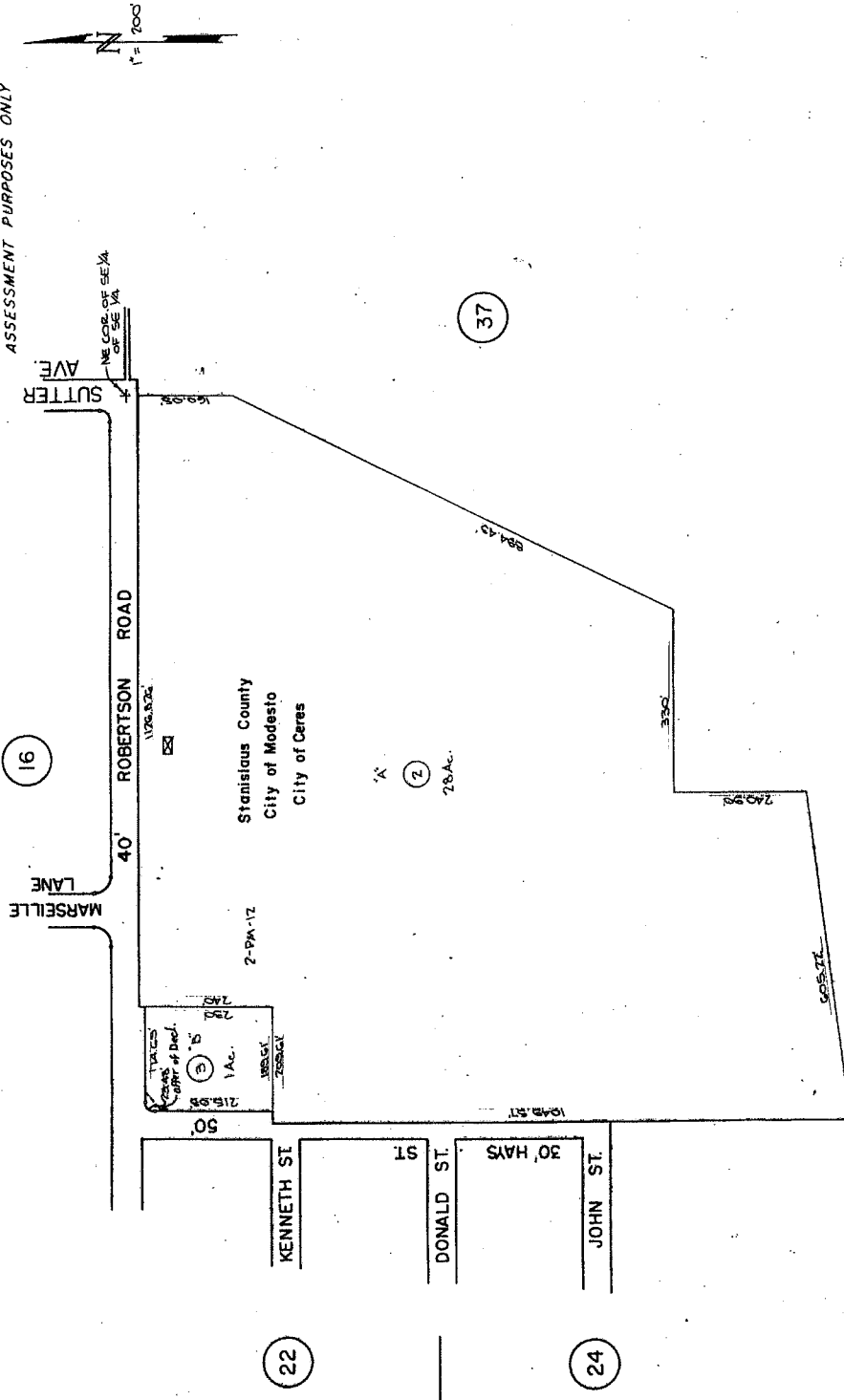
PAGE	2 OF 2
JOB	2113
AUTHOR	STD
CK. BY	NIP
SCALE	1" = 200'
DATE	Jun., 2021

PORTION SE 1/4 SECTION 6 T4S R9E M.D.B.8M

37-23

002 001
080 010


THIS MAP FOR
ASSESSMENT PURPOSES ONLY



66

FROM BK 44-346, 351-73
REDEARIN 11-3-76, 11/15/77 M.B.

37-23

 <p style="text-align: center;">CITY OF MODESTO COUNCIL AGENDA REPORT</p>	<p style="text-align: center;">DATE OF MEETING: May 2, 2023</p>
--	--

Date: April 11, 2023

TO: Mayor and City Council

THROUGH: Joseph P. Lopez, City Manager

FROM: Laurie A. Smith, Director of Parks, Recreation and Neighborhoods Department
Jessica Hill, Interim Community and Economic Development Director

SUBJECT: Purchase and Sale Agreement of Tuolumne River Regional Park Land to Stanislaus Regional Housing Authority

CONTACT: Nathan Houx, Parks Planning and Development Manager,
nhoux@modestogov.com, 209-571-5526
Jessica Hill, Interim Community and Economic Development Director
jhill@modestogov.com, 209-577-5321

DESCRIPTION:

Consider approving the sale of 3.948 Acres of real property at 1500 Robertson Road jointly owned by the City of Modesto, the City of Ceres and the County of Stanislaus as part of the Tuolumne River Regional Park for \$470,000 to the Stanislaus Regional Housing Authority to be used for construction of Parque Rio, a 92-unit multi-family affordable housing development. (Funding Source: TRRP Operating Fund)

STRATEGIC PLAN ELEMENT:

This item is consistent with the following 2020-2025 Strategic Plan Area of Focus: Quality of Life and Governance and Service Delivery.

BACKGROUND:

The availability of affordable housing is extremely limited in Modesto. To assist with this shortage, local jurisdictions partner with affordable housing developers to acquire, renovate, and/or develop affordable housing units, using a variety of funding sources including, but not limited to local, State, and Federal funds with the goal of supplementing the affordable housing inventory within the community.

The Stanislaus Regional Housing Authority (Housing Authority) is a local affordable housing developer with vast experience in the development and management of affordable housing units and is the largest landlord of multifamily and senior housing for low- and moderate-income populations within Stanislaus County and other areas in the region. The Housing Authority owns and manages approximately 1,800 rental units in Modesto and manages 4,800 Housing Choice Vouchers. Over the years, the Housing Authority has had a successful track record of working with local jurisdictions within Stanislaus County in the development of affordable housing

City Council, May 2, 2023
Purchase and Sale Agreement of Tuolumne River Regional Park Land to
Stanislaus Regional Housing Authority
Page 2 of 4

projects providing safe and decent housing for low-and-moderate income individuals and families within the region. The Housing Authority is a public agency, and members of its board are appointed by the Stanislaus County Board of Supervisors.

The Stanislaus Regional Housing Authority is requesting approval of a purchase and sale Agreement to acquire 3.948 acres of land of the subject property for the construction of 92 affordable housing units. The subject property is located at 1500 Robertson Road and is owned by the members of the Tuolumne River Regional Park (TRRP) Joint Powers Authority (JPA), which is comprised of the County of Stanislaus, City of Ceres, and the City of Modesto. The property is 28 acres of open space and is located on the south side of Robertson Road, west of Sutter Avenue, in the southwesterly portion of the City of Modesto, with APN 037-023-002.

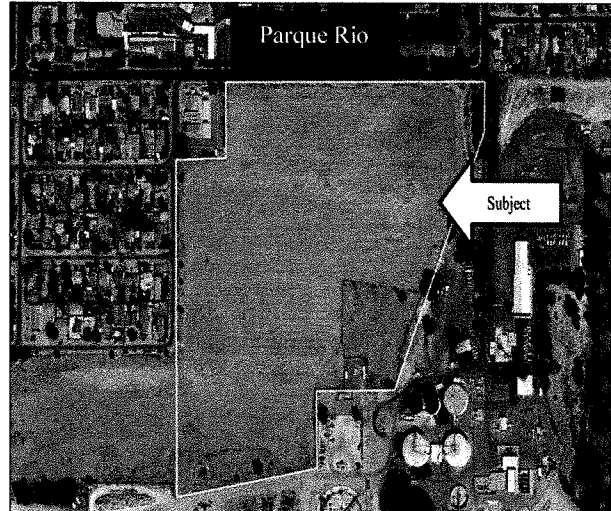
The property is under the jurisdiction of the City of Modesto and has a zoning designation of R-1, Single Family Residential. The property is within the Tuolumne River Comprehensive Planning District of the General Plan and has a General Plan designation of Open Space (OS). The surrounding properties to the north and west also have R-1 zoning.

DISCUSSION:

The Housing Authority has expressed interest in purchasing a portion of the property located at 1500 Robertson Road to develop 92 affordable housing units. On March 17, 2021, the TRRP Citizens Advisory Committee (CAC) conceptually recommended approval of the sale of a portion of the parcel located at 1500 Robertson Road to the Housing Authority. The proposal described the purchase/acquisition of 3.948 acres of the subject property to be used for the development of affordable housing. The Tuolumne River Regional Park JPA Commission also conceptually recommended approval on May 5, 2021, to move forward with an appraisal and return for review and approval of the potential land acquisition.

The graphic shown on the right represents the portion of the parcel to be acquired which consists of the northerly portion of the parcel:

This section of the property is not currently used for park or recreational purposes. However, this section is currently planned for a soccer complex. Upon approval of this land sale, the property will be impacted by the loss of one full soccer field (from 12 fields to 11 fields total), the reduction in size of one additional soccer field, and a potential reduction in parking of about 104 spaces (from 777 spaces to 673 spaces total). However, it is possible that the other parking lots could be redesigned to make up for a portion of the reduction in parking.



The proposed project concept is of a new construction development to be known as the Parque Rio development and consists of two separate housing complexes totaling 92 housing units. The first complex will consist of 70 one and two-bedroom housing units which will serve low-

City Council, May 2, 2023
Purchase and Sale Agreement of Tuolumne River Regional Park Land to
Stanislaus Regional Housing Authority
Page 3 of 4

income families. The second complex will provide 22 accessible and adaptable one bedroom, one bath units for senior housing. Both complexes will include in-unit laundry, community rooms, playgrounds, BBQ areas, and an office for the property manager. The proposed project concept for this site include elements to create an environmentally balanced site that provide a sense of security and community and a tranquil atmosphere.

The Parque Rio project will provide much needed affordable workforce and senior housing options for households with incomes of up to 120% of the area median income (AMI). The existing neighborhood consists of residential and multifamily housing along the north and west sides and City of Modesto Wastewater Treatment Facilities on the east and south side. The Housing Authority also maintains a property management office across the street from the proposed housing development.

Under the TRRP Joint Powers Agreement, the property is owned jointly by Stanislaus County, City of Ceres, and City of Modesto. Accordingly, the City of Modesto must approve of the sale of the TRRP property as a member of JPA. In addition, since they are part owners of the property, the City of Ceres and Stanislaus County must also approve of the sale of the TRRP property.

On January 24, 2023, by Council Resolution 2023-33, Council approved the sale of approximately 5.01 acres of land located adjacent to the parcel to the City of Modesto for a new entrance to the sewer treatment plant. Taking into consideration the prior sale, after this sale, TRRP will retain a remainder of 19.172 acres. The City of Modesto will file a record of survey to show the established boundaries of the two parcels.

The Tuolumne River Regional Park Citizens Advisory Committee (TRRP CAC) voted 6-1 to recommend the approval of this sale of land at their January 25, 2023 meeting. In addition, the TRRP JPA Commission on February 8, 2023, by a vote of 3-0, recommended the sale of this land and forwarded to the legislative bodies of the members of the JPA for approval.

The sale of the property to another public agency for that agency's use is exempt from compliance with the Surplus Land Act, because the property is "exempt surplus property" pursuant to Government Code Section 54221 (f)(1)(D).

Staff believes the appraised value is within fair market range for the property. The attached appraisal was prepared by Mann & Associates on March 16, 2022, and the property was appraised at \$470,000. Staff recommends approving the sale of this property.

Pursuant to the Subdivision Map Act, Government Code Section 66428 (a)(2), the creation of parcels of land conveyed to or from a public agency is exempt from the requirement of obtaining a parcel map. Therefore, the creation of the 3.948-acre parcel is allowed to be created by legal description and then transferred between the parties by grant deed.

FISCAL IMPACT:

The attached appraisal was prepared by Mann & Associates on March 16, 2022, and the property was appraised at \$470,000. Proceeds of the sale will be disbursed to the TRRP Operating Fund (Fund 6700) at the City of Modesto and will be allocated in accordance with the requirements of the TRRP JPA Agreement. The Agreement states that revenues shall be applied against expenditures for that fiscal year. If revenue exceeds expenditures, the excess shall be allocated to the parties' contribution accounts in proportion to the size of each such account.

City Council, May 2, 2023
Purchase and Sale Agreement of Tuolumne River Regional Park Land to
Stanislaus Regional Housing Authority
Page 4 of 4

No budget adjustment is required at this time. Staff have budgeted the increase in revenue to the TRRP operating budget beginning in the FY2023/24.

COMMITTEE RECOMMENDATION:

This item was reviewed by the Safety and Communities Committee on April 10, 2023, and the Committee recommended forwarding the item to Council for approval.

CEQA/NEPA REQUIREMENTS:

The initial project was determined to be Categorically Exempt under CEQA: Section 21080.13 Public Resources Code. Prior to construction, the project will be reviewed to determine if there are any changes requiring further environmental documentation.

RECOMMENDED COMMITTEE ACTION:

Staff Recommendations:

Resolution approving the sale of 3.948 Acres of real property at 1500 Robertson Road jointly owned by the City of Modesto, the City of Ceres and the County of Stanislaus as part of the Tuolumne River Regional Park for \$470,000, to the Stanislaus Regional Housing Authority to be used for construction of Parque Rio, a 92-unit multi-family affordable housing development and authorizing the City Manager, or his designee, to execute the Purchase and Sale Agreement, and all related documents required to complete the transaction and close of escrow.

Approved by:

Laurie A. Smith, Director
Parks, Recreation & Neighborhoods Department

Jessica Hill, Interim Community and Economic
Development Director

Joseph P. Lopez, City Manager

Attachments:

1. Resolution
2. Purchase and Sale Agreement & Exhibits
3. Appraisal from Mann & Associates – March 16, 2022
4. Conceptual Drawing of the Carpenter Road Area Soccer Complex

**MODESTO CITY COUNCIL
RESOLUTION NO. 2023-203**

RESOLUTION APPROVING THE SALE OF 3.948 ACRES OF REAL PROPERTY AT 1500 ROBERTSON ROAD JOINTLY OWNED BY THE CITY OF MODESTO, THE CITY OF CERES AND THE COUNTY OF STANISLAUS AS PART OF THE TUOLUMNE RIVER REGIONAL PARK FOR \$470,000, TO THE STANISLAUS REGIONAL HOUSING AUTHORITY TO BE USED FOR CONSTRUCTION OF PARQUE RIO, A 92-UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE PURCHASE AND SALE AGREEMENT, AND ALL RELATED DOCUMENTS REQUIRED TO COMPLETE THE TRANSACTION AND CLOSE OF ESCROW

WHEREAS, the availability of affordable housing is extremely limited in Modesto and to assist with this shortage, local jurisdictions partner with affordable housing developers to acquire, renovate, and/or develop affordable housing units, using a variety of funding sources including, but not limited to local, State, and Federal funds with the goal of supplementing the affordable housing inventory within the community; and

WHEREAS, the Stanislaus Regional Housing Authority (Housing Authority) is a local affordable housing developer with vast experience in the development and management of affordable housing units and is the largest landlord of multifamily and senior housing for low- and moderate-income populations within Stanislaus County and other areas in the region; and

WHEREAS, over the years, the Housing Authority has had a successful track record of working with local jurisdictions within Stanislaus County in the development of affordable housing projects providing safe and decent housing for low-and-moderate income individuals and families within the region; and

WHEREAS, the Stanislaus Regional Housing Authority is requesting approval of a purchase and sale agreement to acquire 3.948 acres of land of the subject property for the construction of 92 affordable housing units; and

WHEREAS, the subject property is located at 1500 Robertson Road and is owned by the members of the Tuolumne River Regional Park (TRRP) Joint Powers Authority (JPA), which is comprised of the County of Stanislaus, City of Ceres, and the City of Modesto; and

WHEREAS, on March 17, 2021, the TRRP Citizens Advisory Committee conceptually recommended approval of the sale of a portion of the parcel located at 1500 Robertson Road to the Housing Authority; and

WHEREAS, on May 5, 2021, the Tuolumne River Regional Park JPA Commission also conceptually recommended approval, to move forward with an appraisal, and return for review and approval of the potential land acquisition; and

WHEREAS, an appraisal was prepared by Mann & Associates on March 16, 2022, and the property was appraised at \$470,000, and staff believes the appraised value is within fair market range for the property; and

WHEREAS, the sale of the property to another public agency for that agency's use is exempt from compliance with the Surplus Land Act, because the property is "exempt surplus property" pursuant to Government Code Section 54221 (f)(1)(D); and

WHEREAS, Pursuant to the Subdivision Map Act, Government Code Section 66428 (a)(2), the creation of parcels of land conveyed to or from a public agency is exempt from the requirement of obtaining a parcel map and therefore, the creation of the

3.948-acre parcel is allowed to be created by legal description and then transferred between the parties by grant deed; and

WHEREAS, the Tuolumne River Regional Park Citizens Advisory Committee, on January 25, 2023, by a vote of 6-1, recommended the sale of this land; and

WHEREAS, the Tuolumne River Regional Park JPA Commission on February 8, 2023, by a vote of 3-0, recommended the sale of this land and forwarded to the legislative bodies of the members of the JPA for approval; and

WHEREAS, the item was reviewed by the Safety and Communities Committee on April 10, 2023, and the Committee recommended the item be forwarded to Council for approval; and

WHEREAS, proceeds of the sale in the amount of approximately \$470,000 will be disbursed to the TRRP Operating Fund (Fund 6700) at the City of Modesto and will be allocated in accordance with the requirements of the TRRP JPA agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Modesto that it hereby authorizes the sale of 3.948 Acres of real property at 1500 Robertson Road, jointly owned by the City of Modesto, the City of Ceres, and the County of Stanislaus as part of the Tuolumne River Regional Park, for \$470,000 to the Stanislaus Regional Housing Authority to be used for construction of Parque Rio, a 92-unit multi-family affordable housing development.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized on behalf of the City to execute the Purchase and Sale Agreement, in a form approved by the City Attorney, and all related documents required to complete the transaction and close of escrow.

BE IT FURTHER RESOLVED that sale of the property to the Stanislaus Regional Housing Authority is exempt from compliance with the Surplus Land Act, because the property is “exempt surplus property” pursuant to Government Code Section 54221 (f)(1)(D).

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 2nd day of May, 2023, by Councilmember Wright, who moved its adoption, which motion being duly seconded by Vice-Mayor Ricci, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Alvarez, Bavaro, Ricci, Williams,
Wright, Mayor Zwahlen

NOES: Councilmembers: None

ABSENT: Councilmembers: Escutia-Braaton

ATTEST: 
DIANE NAYARÉS-PÉREZ, CMC,
City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: 
JOSE M. SANCHEZ, City Attorney

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA:5.B.4
AGENDA DATE: September 26, 2023

SUBJECT:

Approval of a Resolution Declaring 3.948 Acres of Real Property at 1500 Robertson Road Jointly Owned by the City of Modesto, City of Ceres and the County of Stanislaus as Exempt Surplus, and Approval of a Purchase and Sale Agreement Among the City of Modesto, City of Ceres, and the County of Stanislaus to the Stanislaus Regional Housing Authority for Construction of an Affordable Housing Development


BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2023-0478

On motion of Supervisor Chiesa Seconded by Supervisor Grewal
and approved by the following vote,
Ayes: Supervisors: B. Condit, Chiesa, Withrow, Grewal, and Chairman C. Condit
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:


ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:5.B.4
AGENDA DATE: September 26, 2023

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of a Resolution Declaring 3.948 Acres of Real Property at 1500 Robertson Road Jointly Owned by the City of Modesto, City of Ceres and the County of Stanislaus as Exempt Surplus, and Approval of a Purchase and Sale Agreement Among the City of Modesto, City of Ceres, and the County of Stanislaus to the Stanislaus Regional Housing Authority for Construction of an Affordable Housing Development

STAFF RECOMMENDATION:

1. Approve a resolution declaring 3.948 acres of property at 1500 Robertson Road in the City of Modesto as exempt surplus.
2. Approve a Purchase and Sale Agreement among the City of Modesto, City of Ceres, and County of Stanislaus to the Stanislaus Regional Housing Authority for construction of an affordable housing development.
3. Authorize the Chief Executive Officer, or designee, to execute the Purchase and Sale Agreement, and all related documents required to complete the transaction and close of escrow.

DISCUSSION:

To assist with the shortage of available affordable housing, local jurisdictions partner with affordable housing developers to acquire, renovate, and/or develop affordable housing units, using a variety of funding sources including, but not limited to local, State and Federal Funds. The Stanislaus Regional Housing Authority (“Housing Authority”) is a local affordable housing developer with experience in the development and management of affordable housing units and is the largest landlord of multifamily and senior housing for low- and moderate-income populations within Stanislaus County and other areas in the region. The Housing Authority owns and manages approximately 1,800 rental units in Modesto and manages 4,800 Housing Choice Vouchers. Over the years, the Housing Authority has had a successful track record of working with local jurisdictions within Stanislaus County in the development of affordable housing projects providing safe and decent housing for low-and-moderate income individuals and families within the region. The Housing Authority is a public agency, and members of its board are appointed by the County Board of Supervisors.

The Housing Authority is requesting approval of a purchase and sale agreement to acquire 3.948 acres of land for the construction of 92 affordable housing units. The property, located at 1500 Robertson Road, is owned by the members of the Tuolumne River Regional Park (TRRP) Joint Powers Authority (JPA), which is comprised of the County of Stanislaus, City of Ceres, and the City of Modesto. The property is 28 acres of open space and is located on the south side of Robertson Road, west of Sutter Avenue, in the southwesterly portion of the City of Modesto, with Assessor's Parcel Number (APN) 037-023-002 (Property).

The Property is under the jurisdiction of the City of Modesto and has a zoning designation of R-1, Single Family Residential. The Property is within the Tuolumne River Comprehensive Planning District of the General Plan and has a General Plan designation of Open Space (OS). The surrounding properties to the north and west also have R-1 zoning.

On March 17, 2021, the TRRP Citizens Advisory Committee (CAC) conceptually recommended approval of the sale of a portion of Property to the Housing Authority. The proposal described the purchase/acquisition of 3.948 acres of the Property to be used for the development of affordable housing. The Tuolumne River Regional Park JPA Commission also conceptually recommended approval on May 5, 2021, to move forward with an appraisal of 3.948 acres of the Property and return for review and approval of the potential land acquisition.

The 3.948 acres of the Property is not currently used for park or recreational purposes; however, this section is currently planned for a soccer complex. If the land sale is approved, the Property will be impacted by the loss of one full soccer field (reducing the total number of soccer fields from 12 to 11); a reduction of the size of one soccer field; and the potential reduction of approximately 104 parking spaces (reducing the total number of parking spaces from 777 to 673). There is a possibility other parking lots could be redesigned to make up for a portion of the reduced parking.

The proposed project known as Parque Rio (Parque Rio Project) is a new construction development consisting of two separate housing complexes totaling 92 housing units. The first complex will consist of 70 one and two-bedroom housing units which will serve low-income families; the second complex will provide 22 accessible and adaptable one bedroom, one bath units for senior housing. Both complexes will include in-unit laundry, community rooms, playgrounds, BBQ areas, and an office for the property manager. The proposed project concept for this site include elements to create an environmentally balanced site that provide a sense of security and community and a tranquil atmosphere.

The Parque Rio Project will provide much needed affordable workforce and senior housing options for households with incomes of up to 120% of the area median income (AMI). The existing neighborhood consists of residential and multifamily housing along the north and west sides and City of Modesto Wastewater Treatment Facilities on the east and south side. The Housing Authority also maintains a property management office across the street from the proposed housing development.

Under the TRRP Joint Powers Agreement, the Property is owned jointly by Stanislaus County, City of Ceres, and City of Modesto. Accordingly, the Stanislaus County Board of Supervisors must approve of the sale of the 3.948 acres of the Property as a member

of JPA. The City of Modesto approved the sale on April 11, 2023 and the City of Ceres approved the sale on May 8, 2023.

The Tuolumne River Regional Park Citizens Advisory Committee (TRRP CAC) voted 6-1 to recommend the approval of this sale of the 3.948 acres of the Property at their January 25, 2023 meeting. On February 8, 2023, the TRRP JPA Commission, by a vote of 3-0, recommended the sale of the 3.948 acres of the Property and forwarded the recommendation to the legislative bodies of the members of the JPA for approval.

The Surplus Lands Act (Government Code 54220 et seq) ("SLA") requires that before a local agency takes any action to sell or lease its property for a period longer than five years, it must declare the property either "surplus land" or "exempt surplus land." The Board of Supervisors can declare land "exempt surplus" if the land will be leased and/or sold to another local, state or federal agency for the that agency's use. Pursuant to Health and Safety Code Section 34310, the Housing Authority is considered a corporate and politic public body. Therefore, the Board of Supervisors may declare the land "exempt surplus" under the SLA because the land will be sold to another local, state or federal agency for that agency's use.

Staff believes the appraised value is within fair market range for the property. The attached appraisal was prepared by Mann & Associates on March 16, 2022, and the 3.948 acres of the Property was appraised at \$470,000. Staff recommends approving the sale of the 3.948 acres of the Property to the Housing Authority.

POLICY ISSUE:

Pursuant to Government Code Section 25365, Board of Supervisors' approval by four-fifths vote is required to exchange real property owned by the County. Pursuant to the Subdivision Map Act, Government Code Section 66428 (a)(2), the creation of parcels of land conveyed between public agencies is exempt from requirements of a parcel map. Therefore, the creation of the 3.948-acre parcel is allowed to be created by the attached legal description, included in the Purchase and Sale Agreement, and then transferred between the agencies by grant deed.

Additionally, California Government Code §54220 et. seq. requires the Board of Supervisors, by a 4/5 vote, to formally declare properties surplus land for the purpose of leasing or selling unused surplus properties.

FISCAL IMPACT:

The property was appraised at \$470,000 and proceeds of the sale will be disbursed to the TRRP Operating Fund, managed by the City of Modesto, and will be allocated in accordance with the requirements of the TRRP JPA Agreement. The TRRP JPA Agreement states that revenues shall be applied against expenditures for that fiscal year. If revenue exceeds expenditures, the excess shall be allocated to the parties' contribution accounts in proportion to the size of each such account.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priorities of *Efficient Public Services* and *Enhancing Community Infrastructure* by maintaining partnerships and fostering growth with local government agencies for the benefit of the community.

STAFFING IMPACT:

Existing County staff will with the City of Modesto to oversee the sale of the TRRP land to the Housing Authority.

CONTACT PERSON:

Tina Rocha, Assistant Executive Officer
Patrick Cavanah, Senior Management Consultant

209-525-6333
209-525-6333

ATTACHMENT(S):

1. Resolution
2. Purchase Sale Agreement
3. Appraisal

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: September 26, 2023

2023-0478

On motion of Supervisor Chiesa Seconded by Supervisor Grewal
and approved by the following vote,
Ayes: Supervisors: B. Condit, Chiesa, Withrow, Grewal, and Chairman C. Condit
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # 5.B.4

**RESOLUTION DECLARING LAND OWNED BY THE COUNTY OF STANISLAUS, CITY OF
MODESTO, AND THE CITY OF CERES AS EXEMPT SURPLUS LAND**

WHEREAS, the Surplus Lands Act (Government Code 54220 et seq.) ("SLA") requires that before a local agency takes any action to sell or lease its property for a period longer than five years, it must declare the property to be either "surplus land" or "exempt surplus land; and

WHEREAS, "surplus land" means land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular meeting declaring that such land is surplus and is not necessary for the agency's use; and

WHEREAS, unless the surplus land is exempt, the agency must give written notice of its availability to housing sponsors, the HCD and others; and

WHEREAS, Stanislaus County, the City of Modesto and the City of Ceres (collectively, "Owners") are each a party to the "Agreement Between County of Stanislaus, City of Modesto and City of Ceres Relating to the Acquisition, Development and Operation of the Tuolumne River Regional Park" entered into on February 19, 1972 (as amended from time to time, the "Joint Agreement") which created the Tuolumne River Regional Park ("TRRP") and established the Tuolumne River Regional Park Committee ("TRRP Committee") to operate the TRRP; and

WHEREAS, Owners, through their participation in the Joint Agreement, own an undivided interest of approximately 28 acres of real property located in the City of Modesto commonly known as 1500 Robertson Road and more particularly described as parcel A, as shown on that certain parcel map filed for record July 7, 1966, in Book 2 of Parcel Maps at Page 12, Stanislaus County Records, attached hereto and incorporated herein by this reference and being assessor's parcel number 037-023- 002 (hereafter the "Property"); and

WHEREAS, Owners desire to sell and are willing to sell to the Stanislaus Regional Housing Authority ("Housing Authority"), a California public agency, on the terms and conditions set forth in that certain Purchase and Sale Agreement dated September 12, 2023, fee simple title in a 3.948-acre portion of the Property (hereafter referred to as the "Subject Property") which is more particularly described and shown in Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Health and Safety Code Section 34310, the Housing Authority is a corporate and politic public body, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out the purposes and provisions of Health and Safety Code Sections 34200 - 34380.

WHEREAS, the Subject Property is undeveloped and has never been improved or used as a public park; and

WHEREAS, Housing Authority has agreed to use the Subject Property for the following purpose: to construct and operate housing units affordable to low-income households, and

WHEREAS, the Board of Supervisors has the power to declare certain types of land to be "exempt surplus land" at a regular public meeting provided the declaration is supported by written findings demonstrating that the land is considered "exempt surplus land" under the SLA. In this case, the land is exempt surplus land because that the land will be leased and/or sold to another local agency for the transferee agency's use (Guidelines, Section 103(b)(3)(D)).

NOW THEREFORE, the Board of Supervisors of the County of Stanislaus hereby makes the following findings: The Subject Property is exempt surplus land because the land is being sold to another local agency for the transferee agency's use. (Guidelines, Section 103(b)(3)(D)).

NOW, THEREFORE, BE IT RESOLVED by the County of Stanislaus that the Subject Property is declared to be exempt surplus land.

NOW THEREFORE, BE IT FURTHER RESOLVED, that upon approval of this Resolution, the Chief Executive Officer or his designee is directed to provide a copy of this Resolution to the HCD.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Chief Executive Officer or his designee is authorized, upon approval by HCD or 31 days after the resolution has been delivered to the HCD, to close escrow on the sale of the Subject Property to the Housing Authority, subject to the terms and conditions of the Purchase and Sale Agreement.

IT IS SO DECLARED AND ORDERED.

ATTEST: **ELIZABETH A. KING, Clerk**
Stanislaus County Board of Supervisors,
State of California



RESOLUTION NO. 2023-53

**AUTHORIZING THE CITY MANAGER TO APPROVE A PURCHASE
AND SALE AGREEMENT OF A PORTION OF THE TUOLUMNE RIVER
REGIONAL PARK LAND TO STANISLAUS REGIONAL HOUSING
AUTHORITY**

THE CITY COUNCIL
City of Ceres

WHEREAS, the Stanislaus Regional Housing Authority is requesting approval of a purchase and sale agreement to acquire 3.948 acres of land owned by the Tuolumne River Regional Park (TRRP) Joint Powers Authority located at 1500 Robertson Road, Modesto; and

WHEREAS, the proposed project concept would consist of a new construction development to be known as the Parque Rio development and would consist of two separate housing complexes totaling 92 affordable housing units; and

WHEREAS, under the TRRP Joint Powers Agreement, the property is owned jointly by Stanislaus County, City of Ceres, and City of Modesto and all entities must approve of the sale; and

WHEREAS, the property was appraised at \$470,000 and proceeds of the sale will be disbursed to the TRRP Operating Fund at the City of Modesto and will be allocated in accordance with the requirements of the TRRP JPA agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ceres does hereby authorize the City Manager to approve a purchase and sale agreement of a portion of the Tuolumne River Regional Park land to Stanislaus Regional Housing Authority.

PASSED AND ADOPTED by the Ceres City Council at a regular meeting thereof held on the 8th day of May 2023, by the following vote:

AYES:	Councilmembers: Casey, Martinez, Silveira, Vierra & Mayor Lopez
NOES:	Councilmembers: None
ABSENT:	Councilmembers: None
ABSTAIN:	Councilmembers: None

ATTEST:



Fallon Martin, City Clerk



Javier Lopez, Mayor



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

RESOLUTION NO. 22-23-16

RESOLUTION APPROVING STANISLAUS REGIONAL HOUSING AUTHORITY TO APPLY FOR AND ACCEPT THE U.S. DEPT. OF HOUSING URBAN DEVELOPMENT (HUD) COMMUNITY PROJECT FUNDING (CPF) GRANT FOR THE DEVELOPMENT AND IMPROVEMENTS FOR THE PARQUE RIO DEVELOPMENT

WHEREAS, the Stanislaus Regional Housing Authority (the Authority) has determined that a need exists and desires to construct a proposed 92-unit two complex development that will consist of approximately 70 affordable single-family units and a separate 22-unit complex(s) for Senior residents on the proposed site located on the south side of the 1500 Block of Robertson Road, Modesto.

WHEREAS, the Authority desires to receive the HUD CPF grant funding for development and improvements and will require the Authority to enter into agreements with HUD; and

WHEREAS, the Executive Director will review and approve any funding documents for compliance with Housing Authority policies; and

WHEREAS, the Executive Director will have legal review and approval of any funding documents; and

WHEREAS, the Executive Director is authorized to take all necessary action to execute funding related agreements; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Stanislaus Regional Housing Authority, that:

1. The Executive Director is authorized to apply for and accept any available funding with HUD, in the amount up to \$3,000,000 for development and improvement activities at the 1500 Block of Robertson Road in Modesto.
2. The Executive Director is authorized, after legal review, to sign all necessary documents and take all necessary actions to execute any grant documents and any other funding related documents. This Resolution shall take effect immediately.

DULY AND REGULARLY ADOPTED by the Board of Commissioners of Stanislaus Regional Housing Authority this 17th Day of January, 2023. On motion of Commissioner Cheeseman, seconded by Commissioner Griggs, and on the following roll call vote:

AYES: Commissioner Ploof, Commissioner Griggs, Commissioner Cheeseman, Commissioner Haile, Commissioner Schweiningner, and Chairperson Estacio

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE



Approved: 
Chairperson

Attest: 
Secretary