



REPORT TO CITY COUNCIL

DATE: JULY 8, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER 

SUBJECT: REQUEST TO APPROVE PURCHASE AND SALE AGREEMENT AND PARKING EASEMENT AGREEMENT WITH ST. PAUL LUTHERAN CHURCH OF AGOURA HILLS

In December 1989, the City entered into a land lease agreement with St. Paul Lutheran Church on Thousand Oaks Boulevard to utilize a portion of their property for what was the Community Services/Recreation Center. The City purchased and installed a pre-fabricated building that totaled approximately 3,500 square feet on site. The building consisted of a multi-purpose room, offices with modular work stations, kitchenette, and restrooms. The City was able to utilize the building to operate a variety of community classes, senior programs, special events, and house the Community Services staff.

With the opening of the City's new Recreation and Event Center, staff has moved all of its operations and programs to the new facility. The agreement with St. Paul Lutheran Church required that the City provide the church an opportunity to first purchase the building, and, if an agreement could not be reached, the building would need to be removed and the leased area be returned to its original condition.

Staff reviewed the various options for the building and the remaining equipment that was not needed for the new facility. Staff also met with the church Board representatives to discuss options of sale of the building and the potential removal of the structure from the site. Staff was unable to find any interested outside buyers for the modular building due to its age, depreciated value, and the removal cost of the building (\$50,000 quoted) would have also required a location for storage of the materials, which was not something that the City had available. The cost for demolition of the structure and apparatuses was estimated to be in excess of \$45,000. Thus, at the direction of the City Council, staff negotiated with the church to reach an agreeable price for the building and equipment.

The Community Services Committee also discussed the item and was agreeable to the offered purchase price of \$25,000 and the ability to utilize the church's parking lot for overflow parking, for up to four community events each of the next five years. This use is established via the Parking Easement Agreement. The Community Services Committee took into consideration that the church has been a good partner with the

City, over the past 25 years, and will utilize the building for community related events and programs, and that moving or demolition of the building would require a further expenditure from the City. The sale of the church was considered the best option available to the City.

The proposed agreements have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

It is recommended the City Council approve the purchase and sale agreement with joint escrow instructions and parking lot easement agreement with St. Paul Lutheran Church of Agoura Hills.

Attachments: (1) Purchase & Sale Agreement with Joint escrow Instructions
(2) Parking Easement Agreement

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is dated July 8, 2015 ("Effective Date"), and is entered into by and between the CITY OF AGOURA HILLS, a municipal corporation ("Seller") and ST. PAUL LUTHERAN CHURCH OF AGOURA, CALIFORNIA ("Buyer").

Recitals

A. Seller owns a modular building and equipment thereon or related thereto (collectively, the "Property") in the City of Agoura Hills on the land described in that certain Ground Lease dated December 1, 1989 between Buyer, as landlord and Seller, as tenant (the "Lease").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller upon and subject to the terms and conditions hereafter set forth.

NOW, THEREFORE, Buyer and Seller hereby agree as follows:

Agreement

ARTICLE 1. PURCHASE AND CONSIDERATION.

Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller on the terms and subject to the conditions hereinafter set forth, for a price of Twenty-Five Thousand Dollars (\$25,000.00) (the "Purchase Price") and Buyer's execution and delivery to Seller of a parking easement agreement in the form attached hereto as Exhibit "A" (the "Parking Agreement").

ARTICLE 2. EXCHANGE OF DOCUMENTS AND FUNDS.

Buyer shall deliver the Purchase Price and an executed counterpart of the Parking Agreement (duly executed by Buyer and acknowledged) to Seller on or before July 8, 2015. Promptly after Buyer delivers the Purchase Price and an executed counterpart of the Parking Agreement to Seller, Seller shall deliver an executed counterpart of the Parking Agreement and a Grant Deed and Bill of Sale for the Property to Buyer (the "City Deliveries"). The Grant Deed and Bill of Sale shall be in the form of Exhibit "B" attached hereto. Upon the City Deliveries, the Lease shall automatically terminate, and Buyer shall promptly refund any overpaid rent to Seller.

ARTICLE 3. MISCELLANEOUS.

3.1 Notices/Deliveries. Notices and deliveries of documents shall be sent by certified mail, return receipt requested, postage prepaid, or sent by reputable overnight delivery service, such as Federal Express, or delivered by hand, addressed as follows:

Seller: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attention: City Manager

Buyer: St. Paul Lutheran Church
30600 Thousand Oaks Blvd.
Agoura Hills, CA 91301
Attn: Executive Director

Notices and documents which are mailed shall be deemed to be given on the date of delivery or attempted delivery shown on the return receipt. Notices and documents delivered by overnight messenger shall be deemed delivered on the next business day following delivery to the messenger service as shown by reasonable evidence.

3.2 **Brokers.** Each party represents to the other that it (the representing party) is not represented by a broker, agent, finder or salesperson in connection with this transaction.

3.3 **Governing Law.** This Agreement shall be governed by California law.

3.4 **Time of Essence.** Time is of the essence of this Agreement.

3.5 **Entire Agreement.** This Agreement and escrow instructions entered into by the parties contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter, which are not fully expressed herein.

3.6 **Additional Assurances.** From time to time prior to and after the close of escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

3.7 **Assignment.** Buyer may not assign this Agreement.

3.8 **City Manager Authority.** The City Manager is authorized to execute and deliver all consents and approvals on behalf of Seller hereunder provided they are in writing and to enter into written amendments to this Agreement that do not substantially alter the business terms herein to the detriment of Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

BUYER:

ST. PAUL LUTHERAN CHURCH OF AGOURA,
CALIFORNIA

By: 

Print Name: James R. Lobitz

Title: President of the Congregation

SELLER:

CITY OF AGOURA HILLS

By: _____

Greg Ramirez
City Manager

APPROVED AS TO FORM:

Bruce W. Galloway of Richards, Watson & Gershon,
counsel to Seller

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On June 23, 2015, before me, Celeste R. Bird, Notary Public
(insert name and title of the officer)

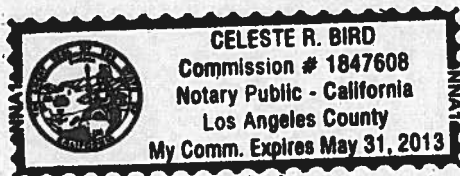
Notary Public, personally appeared James R. Lobitz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same
in his/~~her~~/their authorized capacity(ies), and that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

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

WITNESS my hand and official seal.

Signature Celeste R. Bird

(Seal)



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State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
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I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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EXHIBIT "A"

FORM OF PARKING EASEMENT AGREEMENT

(Attached.)

EXHIBIT "B"

FORM OF GRANT DEED AND BILL OF SALE

(Attached.)

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO
(AND SEND PROPERTY TAX STATEMENTS
TO):

St. Paul Lutheran Church
30600 Thousand Oaks Blvd.
Agoura Hills, CA 91301
Attn: President of Congregation

APN: 2054-017-016 (modular building located on
that APN)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

Documentary Transfer Taxes \$27.50, based on the consideration or value. Property is in the City of Agoura Hills.

GRANT DEED AND BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF AGOURA HILLS ("Grantor"), hereby conveys and grants to ST. PAUL LUTHERAN CHURCH OF AGOURA ("Grantee"), the modular building (and equipment therein) in the City of Agoura Hills, County of Los Angeles, State of California, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference, subject to all matters of record.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed and Bill of Sale as of the date set forth below.

Dated: _____, 2015

CITY OF AGOURA HILLS

By: _____
Greg Ramirez
City Manager

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State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A" TO GRANT DEED

Description of Modular Building

Modular building located on Assessor's Parcel Number 2054-017-016 also known as 20600 Thousand Oaks Boulevard, Agoura Hills, CA 91301. The underlying property is already owned by St. Paul Lutheran Church of Agoura, CA. The modular building is a pre-fabricated building which is approximately 3,500 square feet in size and consists of a tiled multi-purpose room with small kitchenette, 2 restrooms, and a carpeted area that consists of a front counter, and general office space. The sale of the building includes any and all remaining fixtures, furnishings, and equipment.

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RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attention: City Manager

with a copy to:

St. Paul Lutheran Church
30600 Thousand Oaks Blvd.
Agoura Hills, CA 91301
Attn: President of Congregation

APN: 2054-017-016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This transfer is exempt from Recording Fees pursuant to California Government Code Section 6103.

PARKING EASEMENT AGREEMENT

This PARKING EASEMENT AGREEMENT ("Agreement") is dated as of July 8, 2015 (the "Effective Date"), and is entered into by and between the CITY OF AGOURA HILLS, a California municipal corporation ("City") and ST. PAUL LUTHERAN CHURCH OF AGOURA, CALIFORNIA ("Grantor").

RECITALS

- A. Grantor is owner in fee simple of certain real property located in the City of Agoura Hills, California described on Exhibit "A" (the "Property").
- B. Grantor and City have entered into a Purchase and Sale Agreement, dated as of July 8, 2015 (the "Purchase Agreement") for the sale by City to Grantor of a modular building in exchange for, among other things, Grantor's giving City certain parking rights on the Property as described herein.

NOW THEREFORE, the parties hereto agree as follows:

1. Use. Grantor hereby grants to City the right to use the Property for parking (including third party parking) for City events up to four (4) times a year from the Effective Date, as determined and elected by City (by written notice given by the City Manager to Grantor from time to time) until the date that is five (5) calendar years thereafter.
2. Maintenance. Grantor shall, at its own cost and expense, perform, or cause to be performed, such maintenance as needed to keep the Property in good condition and repair.

default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by City to or of any act or request of Grantor requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests.

6.4 No Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them to be considered joint venturers, or members of any joint enterprise, in the operation of the Property or otherwise.

6.5 Entire Agreement. This instrument contains the entire agreement of the parties hereto as to the rights herein granted and the obligations herein assumed, and no oral representation shall be of any force or effect. No modification of this Agreement shall be of any force or effect until signed by the party to be charged.

6.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

6.7 Authority of City Manager. Notwithstanding anything to the contrary contained herein, without further authorization of the City Council of the City, the City Manager of the City may consent to and execute any amendment to this Agreement which does not substantially alter or change a material term or provision hereof.

6.8 Time of Essence. Time is of the essence of each provision hereof in which time is a factor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

CITY:

CITY OF AGOURA HILLS

By: _____

Greg Ramirez
City Manager

Attest:

GRANTOR:

ST. PAUL LUTHERAN CHURCH OF
AGOURA, CALIFORNIA

By: James R. Lobitz
Print Name: James R. Lobitz
Title: President of Congregation

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On June 23, 2015, before me, Celeste R. Bird, Notary Public
(insert name and title of the officer)

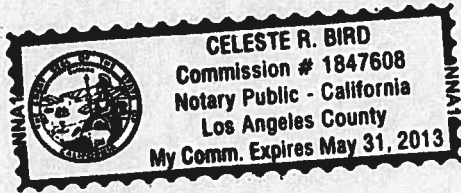
Notary Public, personally appeared James R. Lobitz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~),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

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

WITNESS my hand and official seal.

Signature Celeste R. Bird

(Seal)



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State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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WITNESS my hand and official seal.

Signature _____

(Seal)

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

Parking area consisting of approximately 77 parking stalls at St. Paul Lutheran Church of Agoura, CA located at 30600 Thousand Oaks Boulevard (APN 2054-017-016).

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Parking Easement Agreement dated July 8, 2015, from St. Paul Lutheran Church of Agoura Hills, CA, to the City of Agoura Hills, which is a political corporation, is hereby accepted by the undersigned officer on behalf of the City of Agoura Hills pursuant to the authority conferred by action of the City Council of the City of Agoura Hills on July 8, 2015, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2015

Print Name: _____
Title: _____

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State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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

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WITNESS my hand and official seal.

Signature _____

(Seal)