

AMENDMENT NO. 1  
TO  
REAL PROPERTY LICENSE AGREEMENT

This AMENDMENT NO. 1 TO THE REAL PROPERTY LICENSE AGREEMENT (the "Amendment No. 1") entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011 between the LANCASTER REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), the CITY OF LANCASTER, a municipal corporation (the "City") and GRACE CHAPEL CHURCH, a non-profit organization (the "Licensee").

WHEREAS, the parties have previously entered into a Real Property License Agreement dated as of March 1, 2009 (the "License Agreement") concerning the use of an Agency-owned single-family residential unit located at 45304 5<sup>th</sup> Street East for the purpose of continuing Licensee's operation of their "Neighborhood Impact" program from said location to provide neighborhood services to residents within the area referred to as the Piute Neighborhood; and

WHEREAS, the Agency, City and Licensee desire to amend the License Agreement to extend the term of the License beyond the stated term limits of March 1, 2009 to March 1, 2010 and provide the authority to grant additional one-year extensions to the term through administrative approval.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said License Agreement shall be amended as follows:

1. Under Section 3 – Term of the License, page 2, the first sentence shall be amended to extend the existing License Agreement by replacing the first sentence in its entirety with the following:

"The term of this License shall commence on March 1, 2009 and terminate on March 1, 2010. On March 12, 2011, the Agency granted an extension to the term establishing an amended termination date of March 1, 2012, which may thereafter be extended for additional one-year terms upon written consent of the Director of Housing and Neighborhood Revitalization."

2. The "effective date of this amendment" is hereby defined to be May 10, 2012.

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IN WITNESS WHEREOF, the Agency, the City and the Licensee, through their duly authorized officers, have executed this amendment as of the date first above written.

**LICENSEE:**

GRACE CHAPEL CHURCH,  
a non-profit organization

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

**AGENCY:**

LANCASTER REDEVELOPMENT AGENCY,  
a public body, corporate and politic

**ATTEST:**

By: \_\_\_\_\_  
Assistant City Clerk

By: \_\_\_\_\_  
Executive Director

**APPROVED AS TO FORM:**  
**STRADLING, YOCCA, CARLSON &**  
**RAUTH, a professional corporation**

**CITY:**  
CITY OF LANCASTER, a municipal  
corporation

By: \_\_\_\_\_  
City Attorney/Agency Counsel

By: \_\_\_\_\_  
City Manager

**APPROVED AS TO PROGRAM:**

By: \_\_\_\_\_  
Redevelopment Director

INFORMATION SUMMARY (33433 REPORT)  
FOR THE  
EXTENSION TO THE TERM  
OF THE REAL PROPERTY LICENSE AGREEMENT  
WITH GRACE CHAPEL CHURCH

This summary is provided pursuant to Section 33433 of the California Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code).

**1. Cost of the Project to the Agency:**

The proposed extension to the License Agreement (the "Agreement") and continued use of the approximate 1,246 square foot real property (the "Site") by Grace Chapel Church (the "Licensee") owned by the Lancaster Redevelopment Agency (the "Agency"), is being considered. The aggregated cost of acquiring the Site is estimated to be \$213,478, which is based on the following information:

- a. Land acquisition cost: On September 17, 2008, the Agency acquired the residence at 45304 5th Street East as part of the Neighborhood Foreclosure Home Preservation Program. The site was purchased for a price of \$101,695 having been originally taken back by the bank and was being marketed as a foreclosure property. The property had sat for several months and was subject to several instances of vandalism due to its high visibility as a vacancy and its location as a corner lot and was an ideal candidate for revitalization to be marketed to a low-and moderate income families.
- b. Clearance Costs: None.
- c. Relocation Costs: None.
- d. Improvement Costs: \$111,783 rehabilitation of property
- e. Finance Costs: None.

**2. Estimated value of interest to be conveyed by the Agency to the Licensee determined at the highest and best use permitted by the Redevelopment Plan:**

The estimated value of interest conveyed at its "highest and best use" by the Agency to the Licensee is \$1,166 per month (rounded). This is based on an estimated \$140,000 market value for the property after acquisition and improvement costs, then applying a conservative capitalization rate at 10% producing an annual rental rate at \$14,000 per year, or \$1,166 when divided by twelve (12) months.

**3. Estimated value of interest to be conveyed relative to the reuse of the property and with the conditions, covenants and development costs required by the sale:**

In staff's opinion, the value of interest being conveyed relative to the Site's reuse is at least equal to the \$250 fee that is being assessed as identified through the existing License Agreement and through the community services being provided through the Neighborhood Impact Program. The Agency places great value in the opportunity to have this non-profit organization operate the Neighborhood Impact Home within the Piute area. The services Grace Chapel provides through the Neighborhood Impact Program are highly desirable and of great value to the neighborhood that far out-ways any differential in rents that could otherwise be received through a comparable private market rate transaction.

The Lessee will be a key long-term component to redevelopment activities that are anticipated with the reuse of the other surrounding foreclosure properties acquired by the Agency and programs being implemented for the area to strengthen the Piute neighborhood. The proposed extension of the Agreement provides an opportunity for the Agency to continue working with this and other organization to expand a current successful program that to date that has taken on many of the challenges of the neighborhood by offering support to neighborhood residents, wherever needed. This provides great value to help in supplementing the Agency's revitalization efforts and helps reduce the need and costs for added law enforcement and code enforcement resources.

To date, Neighborhood Impact has been involved in numerous programs of assistance including providing home and neighborhood improvements in seriously run-down areas, providing youth recreation and family oriented activities to strengthen the social interaction within community, and also offering assistance in education, referrals services and counseling, which together combine to provide a comparable value to offset the difference in the monthly rate of the Agreement.

**4. The acquisition price, which the Licensee will be required to pay during the term of the Agreement:**

During the term of the License Agreement, as well as any future extensions, the Licensee will provide a regular monthly fee payment to the Agency of two hundred and fifty dollars (\$250.00), representing full payment of their monthly obligation due in order for the Licensee to continue its use and interest of the Agency's property. Upon termination of the Agreement the property will be marketed for homeownership to low- and moderate-income families by the Agency.

**5. Explanation as to the reason why the sale of the property will assist the elimination of blight:**

In connection with the adoption of the Redevelopment Plan for the Redevelopment Project Area 5 in 1984, based on the evidence presented at the public hearing, the City Council found that:

- (a) The Project Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law of

the State of California and specifically that the Project Area is characterized by properties which suffer from economic dislocation, deterioration or disuse because of one of the following factors:

- (1) economic dislocation, deterioration, or disuse resulting from faulty planning;
- (2) the laying out of lots in disregard of the contours and other topography or physical characteristics of the ground and surrounding conditions;
- (3) the existence of inadequate public improvements, public facilities, open spaces, and utilities which cannot be remedied by private or governmental action without redevelopment;
- (4) the prevalence of depreciated values, impaired investments and social and economic maladjustments;
- (5) the existence of lots or other areas which are subject to being submerged by water;

which conditions cause a reduction of, or lack of, property utilization of the area to such an extent that it constitutes a serious physical, social or economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise action alone;

- (b) The Redevelopment Plan will redevelop the project Area in conformity with the Community Redevelopment Law of the State of California in the interests of the public peace, healthy, safety, and welfare;
- (c) The adoption and carrying out of the Redevelopment Plan is economically sound and feasible;
- (d) The Redevelopment Plan conforms to the General Plan of the City of Lancaster;
- (e) The carrying out of the Redevelopment Plan will promote the public peace, healthy, safety and welfare of the City of Lancaster and will effectuate the purposes and policies of the Community Redevelopment Law of the State of California;
- (f) The Agency has a feasible method or plan for the relocation of families and persons to be temporarily or permanently displaced from housing facilities in the Project Area;
- (g) There are, or are being provided in the Project Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area, if any, decent, safe and sanitary dwellings equal in number

to the number of and available to such displaced families and persons and reasonably accessible to their places of employment;

- (h) Inclusion within the Project Area of any lands, buildings or improvements which are not detrimental to the public health, safety or welfare is necessary for the effective redevelopment of the area of which they are a part; and any such area included is necessary for effective redevelopment of the Project Area and is not included for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to Section 33670 of the community Redevelopment law without other substantial justification for its inclusion;
- (i) The elimination of blight and redevelopment of the Project Area cannot reasonably be expected to be accomplished by private enterprise acting along without the aid and assistance of the Agency; and
- (j) The provision of low-and moderate-income housing outside the Project Area will be of benefit to the Project.

The City Council also declared that the purpose and intent of the City Council in adopting the Redevelopment Plan were:

- (a) To eliminate the conditions of blight existing in the Project Area.
- (b) To prevent recurrence of blighting conditions within the Project Area.
- (c) To provide the participation by owners and tenants and re-entry preferences to persons engaged in business with the Project Area to participate in the redevelopment of the Project Area; to encourage and ensure the development of the Project Area in the manner set forth in the proposed Redevelopment Plan; and to provide for the relocation of any residents, if any, displaced by the effectuation of the proposed Redevelopment Plan.
- (d) To improve and construct or provide for the construction of public facilities, roads, and other public improvements and to improve the quality of the environment in the Project Area to the benefit of the Project Area and the general public as a whole.
- (e) To encourage and foster the economic revitalization of the project Area by protecting and promoting the sound development and redevelopment of the Project Area and by re-planning, re-designing, or developing portions of the Project Area which are stagnant or improperly utilized because of the lack of adequate utilities and because of other causes.
- (f) To provide housing as required satisfying the needs and desires of the various age, income and ethnic groups of the community.

The Report to City Council in connection with the adoption of the Redevelopment Plan sets forth the reasons for selection of the Project Area as follows:

“The boundaries of the area selected by the Lancaster Planning Commission as Project Area No. 5 are indicated on the Project Area Map for Redevelopment Project Area No. 5.” The Project Area consists of approximately 4,500 acres divided among seven (7) subareas.

“The basic goals for the Project Area are as follows:

- “A. The desire to revitalize and upgrade the commercial and industrial areas within the Project order to increase sales and business tax revenues, provide adequate roadways, provide adequate parking, reduce the cost of providing City services, create jobs for area residents, assure social and economic stability, and promote aesthetic and environmental actions and improvements that will make the City of Lancaster a better place to live, work, shop and enjoy leisure time.
  
- “B. the purposes of the California Community Redevelopment Law would be achieved by the Project Area through the removal or rehabilitation of physically obsolete or substandard structures and other blighting influences; the rehabilitation, with owner participation, of exiting commercial and industrial buildings; the installation, construction, reconstruction, redesign, or reuse of streets, utilities, curbs, gutters, sidewalks and other associated public improvements as permitted by the Lancaster General Plan and Zoning Ordinance; the construction and/or reconstruction of various flood control and drainage facilities; the replacement, installation and improvement of domestic sewage distribution facilities to reduce public health and safety hazards; the assemblage of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation; the improvement and provision of adequate recreation facilities; the provision of other public facilities including educational facilities; and the development and redevelopment of the Project Area in a manner consistent with the policies and goals of the Lancaster General Plan.

In connection with the adoption of the Redevelopment Plan for the Redevelopment Project Area Central Business District in 1981, based on the evidence presented at the public hearing, the City Council found that:

“(a) The Project Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law of the State of California and specifically that the Project Area is characterized by properties which suffer from economic dislocation, deterioration or disuse because of one of the following factors:

- (1) economic dislocation, deterioration, or disuse resulting from faulty planning;
  
- (2) the subdividing and sale of lots of irregular form and shape and inadequate size for proper usefulness and development;

- (3) the laying out of lots in disregard of the contours and other topography or physical characteristics of the ground and surrounding conditions;
- (4) the existence of inadequate public improvements, public facilities, open spaces and utilities which cannot be remedied by private or governmental action without redevelopment;
- (5) the prevalence of depreciated values, impaired investments and social and economic maladjustments.
- (6) the existence of lots or other areas which are subject to being submerged by water;

which conditions cause a reduction of, or lack of, property utilization of the area to such an extent that it constitutes a serious physical, social or economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise action along;

The City Council also declared that the purpose and intent of the City Council in adopting the Redevelopment Plan were:

- “(1) The elimination and prevention of the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of the Project Area in accord with the General Plan, design guidelines, specific plans, the Plan, the Plan Amendment and local codes and ordinances.
- “(2) The promotion of new and continuing private sector investment within the Project Area to prevent the loss of, and to facilitate the recapture of commercial sales activity.
- “(3) The achievement of an environment reflecting a high level of concern for architectural, landscape, urban design, and land use principles appropriate attainment of the objectives of the Plan and the Plan Amendment.
- “(4) The retention and expansion of as many existing businesses in the Project Area as possible by means of redevelopment and rehabilitation activities and by encouraging and assisting the cooperation and participation of owners, businesses and public agencies in the revitalization of the Project Area.
- “(5) The creations and development of local job opportunities and the preservation of the area’s existing employment base.
- “(6) The re-planning, re-design and development of underdeveloped areas which are stagnant or improperly utilized.
- “(7) The elimination or amelioration of certain public improvements, facilities and environmental deficiencies, including substandard vehicular circulation systems;



inadequate water, sewer, flood control and storm drainage systems; insufficient off-street parking; and other similar public improvements, facilities, utilities and deficient adversely affecting the Project Area.

- “(8) The improvement and expansion of the community’s supply of housing (inside or outside the Project Area), including opportunities for very low, low and moderate-income households.
- “(9) The development of commercial and industrial uses which generate increased sales, business license, and other fees, taxes and revenues to the City of Lancaster.
- “(10) The reduction of the City’s annual costs of the provision of local services to and within the Project Area resulting from blighting condition”.

The purposes of the California Community Redevelopment Law would be attained by the proposed Redevelopment Project Area 5 through the removal or rehabilitation of physically obsolete or substandard structures and other blighting influences; the rehabilitation, with owner participation, of existing commercial and industrial buildings; the installation, construction, reconstruction, redesign, or reuse of streets, utilities, curbs, gutters, sidewalks and other associated public improvements as permitted by the Lancaster General Plan and Zoning Ordinance; the construction and/or reconstruction of various flood control and drainage facilities; the replacement, installation and improvement of domestic sewage distribution facilities to reduce public health and safety hazards; the assemblage of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation; the improvement and provision of adequate recreation facilities; the provision of other public facilities including educational facilities; and the development and redevelopment of the project area in a manner consistent with the policies and goals of the Lancaster General Plan. The Redevelopment Plan of the Project would implement the California Redevelopment Law. The basis for implementing the Redevelopment law can be stated as follows:

The proposed extension to the License Agreement associated with the subject Site will help to eliminate blight by promoting the reuse of existing single family residential unit within the older residential area known as the Piute, and further supports the continued presence of the Licensee and specifically the Neighborhood Impact program. The City and Agency have long recognized this general area to be in a deteriorating state within the City with some conflicts related to a) uses established under the previous County Zoning, b) limited general services and infrastructure to serve the area, c) higher crime and vandalism and d) declining property values due to physical deterioration, social conditions and economic obsolescence of uses within the neighborhood.

As a result of granting the original License Agreement and now with this proposed extension of that Agreement, the Agency is taking steps to continue to cooperatively work with civic-oriented groups such as Grace Chapel, to take a more “direct approach” of redevelopment by helping families and residents within the neighborhoods they live, with the goal of promoting change. Neighborhood Impacts mission is to make physical and social changes resulting in improving neighborhood conditions. These basic changes then work favorably toward supporting and helping promote the Agency’s efforts of redevelopment , as well as promote private interest in

other underutilized, vacant or foreclosure properties, contributing to the "blight" within the Project Area.

The Neighborhood Impact program has been a great asset to Agency revitalization efforts by specifically helping correct outstanding code enforcement matters, and lending assistance wherever necessary to families that may not be able to make the required improvements themselves, either due to financial or physical limitations. Their assistance also helps supplement neighborhood programs offered by the Agency and through the City, promoting positive engagement of residents and social intervention, which tends to lead to less demand on law enforcement and other valuable City resources.

The Agency has specifically targeted the Piute area in Redevelopment Project Area No. 5 and several other locations along the Avenue I corridor to address the aging facilities and increasing blighting conditions. Combined efforts between the City and Agency as public agencies, and Neighborhood Impact as a local neighborhood advocate, tend to complement each other helping promote new ideas, encourage and jointly support the reversal of deteriorating conditions and declining property values, and bring about a renewed interest in this older area of the community. Working cooperatively with the Licensee through the use of the Agency-owned property shows the Agency's commitment to revitalization of the area and support of a civic group that "is" active in the neighborhood whose mission it is to promote neighborhood change. To date, this program has been viewed as being successful and has been the foundation for creation of other Neighborhood Impact homes in several other older neighborhoods also slated for redevelopment.

Without encouraging efforts of civic organizations such as the Neighborhood Impact House in the Piute area, the value of what the Agency does physically through its revitalization programs provides less of a balance at the "grass roots" level for effectively making change and reversing blight. Licensee's use of the subject Site adds strength and sustainability to supplement Agency programs through the Neighborhood Impact Program and their daily presence in the neighborhood. Without a "neighborhood approach" to correcting problems, the Agency is somewhat limited to dealing with mostly physical challenges limited by budget, or through agency enforcement efforts, which oftentimes does not effectively deal with the social conditions, often the basis for other neighborhood problems. On the other hand, Neighbor Impact and their presence in the neighborhood takes on many of the challenges that the Agency cannot focus on exclusively lending itself to potentially better results in making changes. Through joint efforts of Neighborhood Impact and the Agency, problems associated on the local level have a better chance of being addressed. Neighborhood Impact becomes part of the neighborhood and gets specifically involved in matters of neighborhood safety and criminal activity, youth activities and education, and property care and maintenance...all elements needing attention in order to create the desired change in the neighborhood.

RESOLUTION NO. 09-11

A RESOLUTION OF THE LANCASTER REDEVELOPMENT AGENCY APPROVING THE EXTENSION OF THE EXISTING LICENSE AGREEMENT TERM WITH GRACE CHAPEL FOR USE OF AGENCY-OWNED REAL PROPERTY WITHIN THE PIUTE VISION PLAN AREA

WHEREAS, the Redevelopment Plan for Redevelopment Project Area No. 5 (the "Redevelopment Plan") approved and adopted by the City Council of the City of Lancaster on November 25, 1984 by Ordinance No. 360, as amended, in compliance with all requirements of the law. This summary is being prepared pursuant to Section 33433 of the California Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code, commencing with Section 33000).

WHEREAS, the Lancaster Redevelopment Agency (the "Agency") is authorized and empowered under the Community Redevelopment Law, to enter into agreements for the acquisition, disposition of real property and otherwise to assist in the redevelopment of real property within a redevelopment project area in conformity with a redevelopment plan adopted for such area, to acquire real and personal property in redevelopment project areas, to receive consideration for the provision by the Agency of redevelopment assistance, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, and to incur indebtedness to finance or refinance redevelopment projects; and

WHEREAS, the Agency owns residential property in the City of Lancaster, Los Angeles County, State of California, further described in Exhibit "A" (the "Property") and is engaged in activities necessary to execute and implement the Redevelopment Plan; and

WHEREAS, the Agency previously entered into a Real Property License Agreement (the "Agreement") with Grace Chapel Church (the "Church") and plans to extend the term in order to implement the provisions of the Redevelopment Plans by providing for the use sale of property generally, located in the City of Lancaster Redevelopment Project Area No. 5, further described in Exhibit "A" (the "Property"), and which use of the Property is consistent with previous uses of the Property as well as existing uses of other real property in the surrounding neighborhood; and

WHEREAS, the Agreement and proposed amendment does not create any new or additional environmental impacts than were considered in the Environmental Impact Reports for Redevelopment Plans, or any environmental requirements applicable to the proposed use of the Property pursuant to the City's Zoning Ordinance. The Agreement to lease the Property and the intended use of the real property is similar in nature to the previous use of the Property. The use is permitted and is consistent with the General Plan land use designation. The continued use of the Property under the extension to the term of the Agreement is not expected to produce any significant impacts to the environment; and

WHEREAS, the continued use of this Property within the Redevelopment Plan is being considered pursuant to the terms of the Agreement, is in the vital and best interest of the city, and the health, safety, morals and welfare of its residents. Furthermore, this project is in accordance with the public purposes and provisions of Redevelopment Plan and applicable state and local laws and requirements; and

WHEREAS, pursuant to Section 33433 of the Community Redevelopment Law, California Health and Safety Code Sections 33000, et seq. (the "CRL"), the Agency is authorized, with the approval of the City Council after a duly noticed public hearing, to sell or lease property for development pursuant to the redevelopment plan upon a determination by the City Council that the disposition and/or use of the Property will assist in revitalization of the neighborhood and the elimination of blight and is consistent with the implementation plan adopted for the Redevelopment Project pursuant to CRL Section 33490 and that the consideration fair such licensing is not less than either the fair market value or fair reuse value of the Property in accordance with the Agreement and the use of real property thereof; and

WHEREAS, the proposed amendment to the term of the Agreement, and a summary report meeting the requirements of CRL Section 33433, were available for public inspection consistent with the requirements of CRL Section 33433; and

WHEREAS, on May 10, 2011, the Agency and City Council held a duly noticed joint public hearing on the proposed agreement in accordance with the requirements of CRL Section 33431 and 33433, at which time the Agency reviewed and evaluated all of the information, testimony, and evidence presented during the joint public hearing; and

WHEREAS, all actions required by all applicable law with respect to the proposed modification to the Agreement through the proposed amendment have been taken in an appropriate and timely manner; and

WHEREAS, the Agency has reviewed the summary report required pursuant to CRL Section 33433 and evaluated other information provided to it pertaining to the findings required pursuant to CRL Section 33433; and

WHEREAS, the Agency has duly considered all terms and conditions of the Agreement and proposed amendment and believes that the lease of the site pursuant thereto is in the best interests of the City of Lancaster the health; safety, and welfare of its residents, and in accord with the public purposes and provisions of application state and local laws and requirements.

NOW, THEREFORE, THE LANCASTER REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS:

Section 1. The Lancaster Redevelopment Agency hereby finds and determines that based upon substantial evidence provided in the record before it, (i) the use and lease of the Property pursuant to the Agreement and proposed amendment, complies with the purposes of the Redevelopment Plan for the use and maintenance of the Property, which is in the best interest of the community, and (ii) the consideration for the use of the Property pursuant to the terms and conditions of the Agreement and its proposed amendment is not less than either the fair market value or the fair reuse value and restrictions imposed under the Agreement and the proposed amendment and the costs required under the amended Agreement. The Lancaster Redevelopment Agency further finds and determines that the use of the Property pursuant to the amended Agreement (i) will assist in the elimination of blight by requiring maintenance of the Property and (ii) is consistent with the implementation plan for the Redevelopment Project adopted by the Agency pursuant to Health and Safety Code Section 33490.

Section 2. The use of the Property by the Licensee pursuant to the amended Agreement and any changes mutually agreed upon will be in substantial conformance with the Agreement and the proposed amendment submitted herewith, which establishes terms and conditions for the continued use of the Property, are hereby approved by the Lancaster Redevelopment Agency.

Section 3. The Lancaster Redevelopment Agency concurs in authorizing the Executive Director or a designee thereof to execute the proposed amendment to the Agreement and to take all steps, and to sign all documents necessary to implement and carry out the Agreement and its amendment on behalf of the Agency.

Section 4. The Lancaster Redevelopment Agency hereby finds and determines that the environmental status of the project remains consistent with the environmental impact reports (EIR) prepared for Redevelopment Project Area 5 and the proposed amendment to the Agreement does not add new environmental impacts and neither a supplemental nor a subsequent EIR is required.

PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
GERI K. BRYAN, CMC  
Agency Secretary  
Lancaster Redevelopment Agency

\_\_\_\_\_  
R. REX PARRIS  
Chairman  
Lancaster Redevelopment Agency

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF LANCASTER            )

CERTIFICATION OF RESOLUTION  
LANCASTER REDEVELOPMENT AGENCY

I, \_\_\_\_\_, \_\_\_\_\_ Lancaster Redevelopment Agency, California, do hereby certify that this is a true and correct copy of the original Resolution No. 09-11, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE LANCASTER REDEVELOPMENT AGENCY, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
(seal)

EXHIBIT "A"

Legal Description

Lot 25 of Tract No. 22806, in the City of Lancaster, County of Los Angeles, State of California, as per map recorded in Book 612, Pages 53 to 61, inclusive of Maps, on the office of the County Recorder of said county.

Address: 45304 5<sup>th</sup> Street East  
Assessor Parcel Number: 3176-017-012 (900)

RESOLUTION NO. 11-22

A RESOLUTION OF THE CITY OF LANCASTER  
APPROVING THE EXTENSION OF THE EXISTING  
LICENSE AGREEMENT TERM WITH GRACE  
CHAPEL FOR USE OF AGENCY-OWNED REAL  
PROPERTY WITHIN THE PIUTE VISION PLAN AREA

WHEREAS, the Redevelopment Plans for Redevelopment Project Area 5 (the "Redevelopment Plan") approved and adopted by the City Council of the City of Lancaster on November 25, 1984 by Ordinance No. 360, as amended, in compliance with all requirements of the law. This summary is being prepared pursuant to Section 33433 of the California Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code, commencing with Section 33000).

WHEREAS, the Lancaster Redevelopment Agency (the "Agency") Agency is authorized and empowered under the Community Redevelopment Law, to enter into agreements for the acquisition, disposition of real property and otherwise to assist in the redevelopment of real property within a redevelopment project area in conformity with a redevelopment plan adopted for such area, to acquire real and personal property in redevelopment project areas, to receive consideration for the provision by the Agency of redevelopment assistance, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers, and to incur indebtedness to finance or refinance redevelopment projects; and

WHEREAS, the Agency owns residential property in the City of Lancaster, Los Angeles County, State of California, further described shown in Exhibit "A" (the "Property"), and is engaged in activities necessary to execute and implement the Redevelopment Plan; and

WHEREAS, the Agency previously entered a Real Property License Agreement (the "Agreement") with Grace Chapel Church (the "Licensee") and proposes to extend the term in order to implement the provisions of the Redevelopment Plan by providing for the use of property generally, located in the City of Lancaster Redevelopment Project Area 5, further described in Exhibit "A" (the "Property"), of which use of the Property is consistent with previous uses of the Property as well as existing uses of other real property in the surrounding neighborhood; and

WHEREAS, the Agreement and the proposed amendment does not create any new or additional environmental impacts than were considered in the Redevelopment Plans, or any environmental requirements applicable to the current use of the Property pursuant to the City's Zoning Ordinance. The License Agreement to lease the Property and the intended use of the real property is similar in nature to current and previous uses of the Property. The use is permitted and is consistent with the General Plan land use designation. The continued use of the Property under the extension to the term of the Agreement is not expected to produce any significant impacts to the environment; and



WHEREAS, the continued use of this Property within Redevelopment Plan is being considered pursuant to the terms of the Agreement and the proposed amendment, is in the vital and best interest of the city, and the health, safety, morals and welfare of its residents. Furthermore, this project is in accordance with the public purposes and provisions of Redevelopment Plan and applicable state and local laws and requirements; and

WHEREAS, pursuant to Section 33433 of the Community Redevelopment Law, California Health and Safety Code Sections 33000, et seq. (the "CRL"), the Agency is authorized, with the approval of the City Council after a duly noticed public hearing, to sell or lease property for development pursuant to the redevelopment plan upon a determination by the City Council that the disposition and/or use of the property will assist in revitalization of the neighborhood and the elimination of blight and is consistent with the implementation plan adopted for the Redevelopment Project pursuant to CRL Section 33490 and that the consideration fair such licensing is not less than either the fair market value or fair reuse value of the property in accordance with the Agreement and the use of real property thereof; and

WHEREAS, the proposed amendment to the term of the Agreement, and a summary report meeting the requirements of CRL Section 33433, were available for public inspection consistent with the requirements of CRL Section 33433; and

WHEREAS, on May 10, 2011, the Agency and City Council held a duly noticed joint public hearing relative to the Agreement and the proposed amendment in accordance with the requirements of CRL Section 33433, at which time the City reviewed and evaluated all of the information, testimony, and evidence presented during the joint public hearing; and

WHEREAS, all actions required by all applicable law with respect to the proposed modification to the Agreement through the proposed amendment have been taken in an appropriate and timely manner; and

WHEREAS, the City has reviewed the summary report required pursuant to CRL Section 33431 and 33433 and evaluated other information provided to it pertaining to the findings required pursuant to CRL Section 33433; and

WHEREAS, the City has duly considered all terms and conditions of the Agreement and proposed amendment and believes that the lease of the site pursuant thereto is in the best interests of the City of Lancaster the health; safety, and welfare of its residents, and in accord with the public purposes and provisions of application state and local laws and requirements.

NOW, THEREFORE, THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS:

Section 1. The City Council hereby finds and determines that based upon substantial evidence provided in the record before it, (i) the use and lease of the Property pursuant to the Agreement and the proposed amendment complies with the purposes of the Redevelopment Plan for the use and maintenance of the Property, which is in the best interest of the community, and (ii) the consideration for the use of the Property pursuant to the terms and conditions of the Agreement and the proposed amendment is not less than either the fair market value or the fair reuse value and restrictions imposed under the Agreement and the proposed amendment and the costs required under the amended Agreement. The City Council further finds and determines that the continued use of the Property pursuant to the amended Agreement (i) will assist in the elimination of blight by requiring maintenance of the Property in accordance with the Agreement and (ii) is consistent with the implementation plan for the Redevelopment Project adopted by the City pursuant to Health and Safety Code Section 33490.

Section 2. The use of the Property by the Licensee pursuant to the amended Agreement and any changes mutually agreed upon shall be in substantial conformance with the said Agreement and proposed amendment submitted herewith, which establishes terms and conditions for the continued use of the property, are hereby approved by the City Council.

Section 3. The City Council concurs in authorizing the Executive Director of the Agency or a designee thereof to execute proposed amendment to the Agreement and to take all steps, and to sign all documents necessary to implement and carry out the terms of the Agreement and its amendment on behalf of the Agency.

Section 4. The City Council hereby finds and determines that the environmental status of the project remains consistent with the environmental impact reports (EIR) prepared for Project Area 5 and the proposed amendment to the Agreement does not add new environmental impacts and neither a supplemental nor a subsequent EIR is required.

PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
GERI K. BRYAN, CMC  
City Clerk  
City of Lancaster

\_\_\_\_\_  
R. REX PARRIS  
Mayor  
City of Lancaster

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF LANCASTER            )

CERTIFICATION OF RESOLUTION  
CITY OF LANCASTER

I, \_\_\_\_\_, \_\_\_\_\_ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 11-22, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
(seal)

EXHIBIT "A"

Legal Description

Lot 25 of Tract No. 22806, in the City of Lancaster, County of Los Angeles, State of California, as per map recorded in Book 612, Pages 53 to 61, inclusive of Maps, on the office of the County Recorder of said county.

Address: 45304 5<sup>th</sup> Street East  
Assessor Parcel Number: 3176-017-012 (900)



**Location Map** 45304 5th Street East