



RESOLUTION No. 17-539

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH ZALANTA RESORT AT THE VILLAGE, LLC TO ACCEPT AN IN-LIEU FEE IN EXCHANGE FOR RELEASE OF AFFORDABLE HOUSING RESTRICTIONS ON 18 PARCELS IN THE DARKHORSE SUBDIVISION

WHEREAS, the County of Nevada, by Resolution 06-163, approved an Affordable Rental Housing Development Agreement with the developer of the DarkHorse subdivision that placed a financial restriction on 18 lots in the subdivision; and

WHEREAS, the developer failed to meet the requirements of the Agreement; and

WHEREAS, Owens Realty Mortgage, Inc. dba ZALANTA RESORT AT THE VILLAGE, LLC ('ZALANTA'), a California limited liability company, through foreclosure became the owner of the 18 restricted lots; and

WHEREAS, ZALANTA has approached the County to request that the restrictions be removed in order to make the lots more marketable in exchange for a per lot fee of \$18,400; and

WHEREAS, the County and ZALANTA wish to enter into an Agreement to release affordable housing restrictions on eighteen (18) residential lots in the DarkHorse Subdivision in exchange for the sum of \$340,000; and

WHEREAS, revenue, when received, will be deposited into budget 1123-20707-321-1000/445000 (\$8,800) and 1607-50604-451-1000/453073 (\$331,200).

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada approves the agreement and that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Agreement with ZALANTA RESORT AT THE VILLAGE, LLC.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Nevada approves the Release of DarkHorse Affordable Housing Restrictions and that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Release of DarkHorse Affordable Housing Restrictions.

BE IT FURTHER RESOLVED that the Board of Supervisors directs the Auditor-Controller to restrict funds in the amount of \$331,200 in Fund 1607 pending further discussion and direction from the Board of Supervisors on use of the funds.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of October, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____





Hank Weston, Chair

10/24/2017 cc: CDA*
AC* (Hold)

11/01/2017 cc: CDA*
AC* (Release)

AGREEMENT

This Agreement (“**Agreement**”) is made and entered into this 24 day of October, 2017 (the “**Effective Date**”) by ZALANTA RESORT AT THE Village, LLC, a California limited liability company, hereinafter called “**Owner**”, and the COUNTY OF NEVADA, a Political Subdivision of the State of California, hereinafter called “**County**.”

RECITALS

A. ZALANTA RESORT AT THE Village, LLC owns that certain real property within the unincorporated area of the County of Nevada, State of California, consisting of Assessor Parcel Numbers 11-191-02; 11-191-06; 11-191-07; 11-191-33; 11-171-25; 11-171-26; 11-171-27; 11-171-56; 11-171-66; 11-161-03; 11-161-06; 11-171-72; 11-161-24; 11-151-11; 11-151-37; 11-151-38; 11-151-41; 11-151-15, as conveyed to ZALANTA RESORT AT THE VILLAGE, LLC by Grant Deed recorded June 20, 2016, as Document Number 20160013095 in the Official Records of Nevada County (hereinafter, the “**Property**”).

B. Owner acquired the Property in 2016. The Property is comprised of eighteen (18) lots (Exhibit A). The Property is restricted by an affordable housing agreement, which placed a lien on each of the eighteen lots for an amount of \$67,777.00 in 2006. This amount was 23% of the average sales price per lot at the time of the agreement.

C. The market downturn that followed 2006 reduced the value of the Property. The average lot value is now approximately \$80,000.00. Using the same 23% calculation, this results in an average amount of \$18,400.00 per lot.

D. Owner has offered to buy out the liens on the Property for \$340,000.00. This is the sum of \$331,200.00 (\$18,400.00 x 18 lots) plus an additional \$8,800.00 to cover County Administrative costs associated with this effort.

E. County staff believes this is a fair offer and upon receipt of payment, shall record the releases on the Property.

Now, therefore, for good and valuable consideration including the mutual promises and agreements contained herein, Owner and County agree as follows:

1. Payment. Owner agrees to pay the County \$340,000.00 to buyout the restrictions on the Property, as identified in Exhibit A.

2. County Acceptance and Release. Within fifteen (15) days of receipt of Payment, County shall execute and record in the County Recorder’s Office, releases of the restrictions recorded against the Property.

3. Owner Indemnification of County. Owner agrees to defend, indemnify, and hold harmless the County and its agents, officers, and employees (collectively “County Parties”) from and against all claims, actions, proceedings, losses, damages and liabilities (including attorney’s fees and costs) which arise out of, relate to or result from any act or omission of this Agreement.

4. Remedies. Failure to defend or indemnify pursuant to this Agreement shall constitute a material breach which shall entitle the County to all remedies available under the law.

5. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

6. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

7. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

8. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

9. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

10. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

11. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

12. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

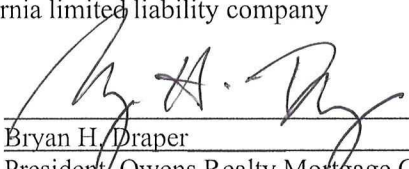
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13. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

ZALANTA RESORT AT THE Village, LLC
a California limited liability company

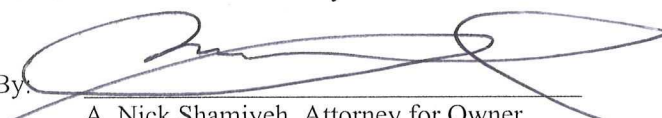
By: 
Name: Bryan H. Draper
Title: President, Owens Realty Mortgage Co.
(Manager of ZALANTA RESORT AT
THE VILLAGE, LLC)

Dated: 10/23/17


By: 
Name: William C. Owens
Title: Chairman, Owens Realty Mortgage Co.
(Manager of ZALANTA RESORT AT
THE VILLAGE, LLC)

Dated: 10/23/17

APPROVED AS TO FORM:
Law Offices of A. Nick Shamiyeh

By: 
A. Nick Shamiyeh, Attorney for Owner

COUNTY OF NEVADA
a Political Subdivision of the State of California

By: 
Name: Hank Weston
Title: Chair, Board of Supervisors

Dated: 10/30/2017

APPROVED AS TO FORM:
Office of the County Counsel

By: 
Alison A. Barratt-Green, County Counsel

EXHIBIT A

Lot #	APN	Assessed Value	23% of assessed value
24	11-191-02-000	\$90,600	\$20,838
28	11-191-06-000	\$90,600	\$20,838
29	11-191-07-000	\$96,400	\$22,172
55	11-191-33-000	\$90,600	\$20,838
82	11-171-25-000	\$62,400	\$14,352
83	11-171-26-000	\$62,400	\$14,352
84	11-171-27-000	\$62,400	\$14,352
113	11-171-56-000	\$90,600	\$20,838
123	11-171-66-000	\$62,400	\$14,352
124	11-161-03-000	\$79,300	\$18,239
127	11-161-06-000	\$79,300	\$18,239
137	11-171-72-000	\$79,300	\$18,239
169	11-161-24-000	\$79,300	\$18,239
178	11-151-11-000	\$79,300	\$18,239
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183	11-151-38-000	\$79,300	\$18,239
186	11-151-41-000	\$62,400	\$14,352
187	11-151-15-000	\$62,400	\$14,352
		Total =	\$319,309

RELEASE OF DARKHORSE AFFORDABLE HOUSING RESTRICTIONS

NOTICE IS HEREBY GIVEN that the Affordable Housing Restrictions approved by Resolutions 02-523 and 04-178 recorded against the eighteen (18) lots specified on EXHIBIT "A" upon deposit of payment in the amount of \$340,000.00, from ZALANTA RESORT AT THE VILLAGE, LLC, is hereby released by the Nevada County Board of Supervisors. Such restrictions were recorded in the Official Records of the Office of the Nevada County Recorder, State of California on October 16, 2002, as Instrument No. 2002-0041401-00. The amounts due under said restriction have been fully paid and satisfied as to said real property.

Dated: 10-30-17

W. H. Weston

W. Hank Weston, Chair
Nevada County Board of Supervisors

ACKNOWLEDGMENT

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 Nevada

On October 30, 2017 before me, Cindy Hunt
(insert name and title of the officer)

personally appeared W. H. Weston
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 Cindy Hunt (Seal)



EXHIBIT A

List of Parcels to be released

APN	LOT	Ownership
11-191-02	24	Zalanta Resort at the Village, LLC
11-191-06	28	Zalanta Resort at the Village, LLC
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11-151-15	187	Zalanta Resort at the Village, LLC

RECORDING REQUESTED BY:

&

RETURN TO:

Board of Supervisors
County of Nevada
950 Maidu Avenue, Suite 200
Nevada City CA 95959-8617

COPY

Nevada County Recorder

Gregory J. Diaz

Document#: 20210035337

Wednesday November 03 2021, at 03:37:46 PM

Paid: \$0.00 CM

DOCUMENT TITLE

NEVADA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 17-539

RESOLUTION APPROVING AN AGREEMENT WITH ZALANTA RESORT AT THE
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THE DARKHORSE SUBDIVISION

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)

Additional Recording Fee Applies



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WHEREAS, the developer failed to meet the requirements of the Agreement; and

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BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Nevada approves the Release of DarkHorse Affordable Housing Restrictions and that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Release of DarkHorse Affordable Housing Restrictions.

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PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of October, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: Julie Patterson Hunter

Hank Weston
Hank Weston, Chair

10/24/2017 cc: CDA*
AC* (Hold)

The foregoing instrument is a correct
copy of the original on file in this office.

RES 17-539

ATTEST: 11/3/2021
Julie Patterson Hunter, Clerk of the Board
County of Nevada

BY: [Signature]

11/01/2017 cc: CDA*
AC* (Release)

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4. Remedies. Failure to defend or indemnify pursuant to this Agreement shall constitute a material breach which shall entitle the County to all remedies available under the law.

5. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

6. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

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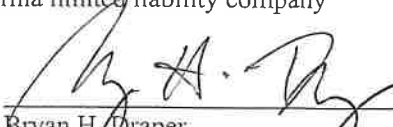
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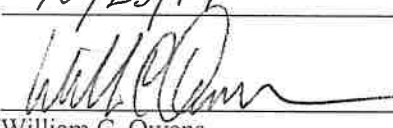
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ZALANTA RESORT AT THE Village, LLC
a California limited liability company

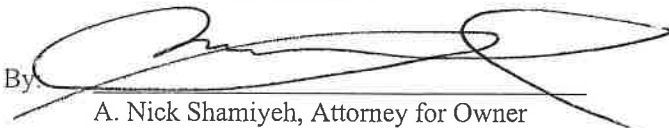
By: 
Name: Bryan H. Draper
Title: President, Owens Realty Mortgage Co.
(Manager of ZALANTA RESORT AT
THE VILLAGE, LLC)

Dated: 10/23/17

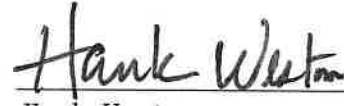
By: 
Name: William C. Owens
Title: Chairman, Owens Realty Mortgage Co.
(Manager of ZALANTA RESORT AT
THE VILLAGE, LLC)

Dated: 10/23/17

APPROVED AS TO FORM:
Law Offices of A. Nick Shamiyeh

By: 
A. Nick Shamiyeh, Attorney for Owner

COUNTY OF NEVADA
a Political Subdivision of the State of California

By: 
Name: Hank Weston
Title: Chair, Board of Supervisors

Dated: 10/30/2017

APPROVED AS TO FORM:
Office of the County Counsel

By: 
Alison A. Barratt-Green, County Counsel

EXHIBIT A

Lot #	APN	Assessed Value	23% of assessed value
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NOTICE IS HEREBY GIVEN that the Affordable Housing Restrictions approved by Resolutions 02-523 and 04-178 recorded against the eighteen (18) lots specified on EXHIBIT "A" upon deposit of payment in the amount of \$340,000.00, from ZALANTA RESORT AT THE VILLAGE, LLC, is hereby released by the Nevada County Board of Supervisors. Such restrictions were recorded in the Official Records of the Office of the Nevada County Recorder, State of California on October 16, 2002, as Instrument No. 2002-0041401-00. The amounts due under said restriction have been fully paid and satisfied as to said real property.

Dated: 10-30-17

W. H. Weston

W. Hank Weston, Chair
Nevada County Board of Supervisors

ACKNOWLEDGMENT

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 Nevada

On October 30, 2017 before me, Cindy Hunt
(insert name and title of the officer)

personally appeared W. H. Weston
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 Cindy Hunt (Seal)



EXHIBIT A

List of Parcels to be released

APN	LOT	Ownership
11-191-02	24	Zalanta Resort at the Village, LLC
11-191-06	28	Zalanta Resort at the Village, LLC
11-191-07	29	Zalanta Resort at the Village, LLC
11-191-33	55	Zalanta Resort at the Village, LLC
11-171-25	82	Zalanta Resort at the Village, LLC
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