

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
10.1
(ID # 3705)**

MEETING DATE:

Tuesday, May 23, 2017

FROM : HOUSING AUTHORITY:

SUBJECT: HOUSING AUTHORITY: Approve the First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions Between the Housing Authority of the County of Riverside and the R. C. Hobbs Company, Inc., Relating To Assessor Parcel Numbers 185-460-001, 185-470-001, 185-470-002, Located in the City of Jurupa Valley, District No. 2, [\$0], CEQA Exempt

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the First Amendment to Agreement of Purchase and Sale And Joint Escrow Instructions is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Approve the attached First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions, including all attachments (First Amendment) between the Housing Authority of the County of Riverside (Housing Authority) and the R. C. Hobbs Company, Inc., a California corporation (Buyer), authorizing the Housing Authority to aid Buyer, without the expenditure of any Housing Authority funds, with entitling the subject real property identified as APN's 185-460-001, 185-470-001 and 185-470-002, located in the City of Jurupa Valley (Property) prior to acquisition by Buyer;

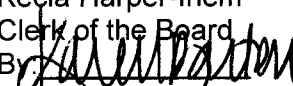
ACTION: Policy


Robert Field, Assistant County Executive Officer/EDA 4/18/2017

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Tavaglione, seconded by Commissioner Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 23, 2017
xc: Housing Authority

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Commissioners:

3. Authorize the Chairman of the Board of Commissioners to execute the attached First Amendment; and
4. Authorize the Executive Director, or designee, to take all necessary steps to implement the First Amendment including, but not limited to, executing subsequent necessary and relevant documents, subject to County Counsel approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 16/17 and 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions

On January 17, 2017, the Board of Commissioners of the Housing Authority of the County of Riverside (Housing Authority) adopted Resolution No. 2017-001, authorizing the sale of vacant real property identified as Assessor's Parcel Nos. 185-460-001, 185-470-001 and 185-470-002, located in the City of Jurupa Valley, County of Riverside (Property) by the Housing Authority to R.C. Hobbs Company, Inc., a California corporation (Buyer). The sale terms were set forth in the Board approved Agreement of Purchase and Sale and Joint Escrow Instructions dated January 17, 2017 (Agreement) between the Housing Authority and Buyer, with a purchase price of \$1,400,000.

Buyer has requested the Housing Authority's assistance, as the current landowner, in signing any owner related documents required as part of entitling the Property prior to the close of escrow. The signature of the landowner is often required by the City of Jurupa Valley to proceed with any formal applications as part of the entitlement process. Buyer has agreed to pay \$5,000 as an administrative fee to the Housing Authority to cover costs related to the preparation of the proposed amendment to the Agreement. In addition, Buyer will be solely responsible for all costs associated with the entitlement process, and will hold harmless and indemnify the Housing Authority in connection with any third party claims brought in connection with entitling the Property. The Housing Authority will not be required to expend any funds in connection with the provision of such assistance. Pursuant to the Agreement, escrow is required to close by December 17, 2017. Buyer has requested the close of escrow be extended to no later than February 28, 2018. Staff recommends approving the requests from Buyer since they will allow Buyer the ability to commence development within a reasonable period of time after the close of escrow occurs. The attached proposed First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions (First Amendment) memorializes the aforementioned Buyer requests including, among other things, payment to the Housing Authority of a non-refundable

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
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administrative fee, and the hold harmless and indemnification obligations. Except as otherwise provided in this paragraph, no other modifications will be made to the Agreement.

CEQA

Pursuant to the California Environmental Quality Act (CEQA) the proposed First Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guideline Section 15061(b) (3), General Rule or "Common Sense" Exemption. The project, the First Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions, involves the review and execution of certain entitlement related applications, which is purely administrative in nature, and it can be seen with certainty that there is no possibility that the proposed First Amendment may have a significant effect on the environment, and will not lead to any direct or reasonably indirect physical environmental impacts. Entitlement of the Property will be subject to a separate CEQA environmental review during the entitlement process prior to taking any choice limiting action or discretionary action. A Notice of Exemption was filed with the County Clerk in connection with approval of the original Agreement. A Notice of Exemption will be filed by Housing Authority staff with the County Clerk within five days of the approval of the First Amendment.

Staff recommends that the Board of Commissioners approve the proposed First Amendment. County Counsel has reviewed and approved the First Amendment as to form.

Impact on Residents and Businesses


The sale is expected to generate approximately \$1,400,000 less Housing Authority staff costs and expenses. The net sale proceeds will enable the Housing Authority to repay a County of Riverside loan which was used to benefit an affordable housing project within the County of Riverside.

SUPPLEMENTAL:

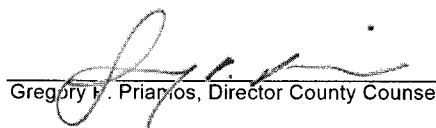
Additional Fiscal Information

There is no net county cost and no budget adjustment required; all expenses are paid by 100% sale proceeds.

Attachments: First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions (3)


Nehini Lasina, Principal Management Analyst

5/15/2017


Gregory H. Priamos, Director County Counsel

5/11/2017

1 **FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE AND JOINT**
2 **ESCROW INSTRUCTIONS**

3
4 **THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE**
5 **AND JOINT ESCROW INSTRUCTIONS** (“Amendment”) is entered into on this 23rd day of
6 May, 2017, by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE,
7 a public entity, corporate and politic, in its capacity as housing successor to the former
8 Redevelopment Agency for the County of Riverside ("Seller"), and R. C. HOBBS COMPANY,
9 INC, a California corporation ("Buyer"). Seller and Buyer are collectively referred to herein as the
10 “Parties.”

11 **RECITALS**

12 **WHEREAS**, Seller owns that certain real property comprised of approximately 15.53
13 acres of vacant land, located within the City of Jurupa Valley, County of Riverside, also known as
14 Assessor Parcel Numbers 185-460-001, 185-470-001, and 185-470-002, as more specifically
15 described in the legal description attached hereto as Exhibit “A” and incorporated herein by this
16 reference (“Property”);

17 **WHEREAS**, the Parties entered into that certain Agreement of Purchase and Sale and
18 Joint Escrow Instructions dated January 17, 2017 (“Agreement”) wherein Seller agreed to sell,
19 and Buyer agreed to purchase, the Property for the purchase price of \$1,400,000, as more
20 specifically set forth therein. All capitalized terms not defined herein shall have the meaning
21 ascribed to such terms in the Agreement;

22 **WHEREAS**, Buyer desires Seller’s assistance, without cost to Seller, to entitle the
23 Property;

24 **WHEREAS**, in consideration of Seller’s non-financial assistance, Buyer agrees to (i)
25 indemnify Seller from any and all legal action that may result from any third party claims
26 arising out of or related, in any way, to Buyer’s processing of entitlements related to the
27 Property, and (ii) to pay all Seller costs related to the preparation and processing of this
28 Amendment; and

MAY 23 2017 10.1

1 **WHEREAS**, Seller and Buyer desire to amend the Agreement to provide for the
2 following, (i) Seller to provide non-financial assistance to Buyer to assist with processing of
3 entitlements related to the Property, (ii) payment by Buyer to Seller of a non-refundable
4 administrative fee in the amount of \$5,000 in connection with Seller's processing, preparation and
5 administration of this Amendment, (iii) Buyer to indemnify and hold Seller harmless in
6 connection with any third party claims related to Buyer's processing of all entitlements, and (iv)
7 modifications to certain other obligations of the Parties, all on the terms and conditions as set forth
8 below.

9 **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency
10 of which is hereby mutually acknowledged, the Parties hereto do hereby agree as follows:

- 11 1. **Recitals**. The Recitals and attachments referenced above are incorporated herein by this
12 reference and adopted by the Parties to be true and correct.
- 13 2. **Opening Date**. The Parties acknowledge and agree that the Opening Date (as defined in
14 the Agreement) occurred on January 17, 2017.
- 15 3. **Non-Refundable Administration Fee**. Buyer acknowledges and agrees to pay to Seller
16 a non-refundable fee in the amount of Five Thousand Dollars (\$5,000) to pay all costs
17 related to the processing, preparation and administration of this Amendment ("Non-
18 Refundable Administration Fee"). The Non-Refundable Administration Fee shall be
19 retained by the Seller as its sole property with no off-sets and (i) shall not be credited
20 towards the Purchase Price upon the Close of Escrow, and (ii) shall be retained by the
21 Seller in the event of the termination of the Agreement, for any reason. Buyer shall
22 deliver the Non-Refundable Administration Fee to Seller in the form of cash, cashier's
23 check, or wire transfer to an account provided by Seller, no later than three (3) days after
24 the Effective Date of this Agreement.
- 25 4. **Close of Escrow**. Paragraph 4.b. of the Agreement titled, "Close of Escrow" is hereby
26 deleted in its entirety and replaced with the following:

27 "b. **Close of Escrow**. For purposes of this Agreement, "Close of Escrow"
28 shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C"

1 and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is
2 recorded in the Official Records of Riverside County, California. The Close of Escrow shall
3 occur on May 17, 2017, but in no event no later than February 28, 2018 ("Closing Date");
4 provided however, in the event the Closing Date does not occur by May 17, 2017, Buyer shall
5 pay to Seller the following non-refundable amounts upon the dates set forth below (collectively
6 referred to herein as the "Good Faith Non-Refundable Closing Date Payment(s)");

7 (i) On May 18, 2017 Buyer shall pay to Seller the amount of Twenty Thousand
8 Dollars and no cents (\$20,000);

9 (ii) On July 19, 2017 Buyer shall pay to Seller the amount of Twenty Thousand
10 Dollars and no cents (\$20,000); and

11 (iii) On September 18, 2017 Buyer shall pay to Seller the amount of Twenty
12 Thousand Dollars and no cents (\$20,000).

13 Seller's Executive Director, or designee, on behalf of Seller and without referring
14 such matter to the Seller's Board of Commissioners, shall have the right, in his sole discretion, to
15 extend the Close of Escrow date one time, so long as the duration of such administrative time
16 extension is no greater than thirty (30) calendar days.

17 Buyer's obligation to pay a Good Faith Non-Refundable Closing Date Payment
18 shall terminate upon the successful Close of Escrow. All Good Faith Non-Refundable Closing
19 Date Payments shall be delivered to and received by Seller no later than the designated date, and
20 shall be in the form of cash, certified bank or cashier's check made payable to Seller, or
21 confirmed wire transfer of funds to an account identified by Seller. In the event the Close of
22 Escrow occurs by the Closing Date, all Good Faith Non-Refundable Closing Date Payments
23 shall be credited towards the Purchase Price. In the event the Close of Escrow does not occur by
24 the Closing Date, notwithstanding anything to the contrary contained herein, and in addition to
25 any other amounts due and payable by Buyer to Seller herein, all Good Faith Non-Refundable
26 Closing Date Payments received by Seller and any Good Faith Non-Refundable Closing Date
27 Payments due and payable to Seller pursuant to the terms of the Agreement, shall be non-
28 refundable and retained by Seller as its sole property with no off-sets."

1 **5. Seller's Non-Financial Assistance In Connection with Entitlements.** Paragraph 16 of
2 the Agreement, marked as "Reserved" is hereby deleted in its entirety and replaced with
3 the following:

4 "16. Seller Limited Assistance with Property Entitlement. Without cost to Seller, until
5 the Close of Escrow, Seller may provide appropriate technical assistance to Buyer in
6 connection with Buyer obtaining all necessary entitlements, permits and approvals for the
7 construction of any improvements on the Property, including, but not limited to,
8 executing any City of Jurupa Valley permit applications in its capacity as landowner.
9 Seller shall not be responsible for any of the work of obtaining necessary entitlements,
10 construction, improvement, or development of the Property.

11 It is specifically understood that the Seller is not guaranteeing the appropriateness,
12 efficiency, quality or legality of the use or development of the Property, including but not
13 limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether
14 or not inspected, approved, or permitted by the City of Jurupa Valley.

15 Buyer acknowledges and agrees that Seller neither undertakes nor assumes nor
16 will have any responsibility or duty to Buyer or to any third party to review, inspect,
17 supervise, pass judgment upon or inform Buyer or any third party of any matter in
18 connection with Buyer obtaining any entitlements, approvals, variances or permits
19 necessary for the construction of any improvements on the Property or otherwise. Buyer
20 and all third parties shall rely upon its or their own judgment regarding such matters, and
21 any review, inspection, supervision, exercise of judgment or information supplied to
22 Buyer or to any third party by Seller in connection with such matter is for the purpose of
23 cooperating to accomplish the Close of Escrow under the Agreement, and neither Buyer
24 nor any third party is entitled to rely thereon.

25 Notwithstanding anything to the contrary contained herein, it is the responsibility of
26 Buyer, without cost to Seller, to ensure the zoning of the Property and all applicable City of
27 Jurupa Valley land use requirements will permit development of the Property, construction of
28 any improvements, and the use and operation of any improvements, as desired by Buyer. The

1 sale of the Property herein is an "as is" sale, and nothing contained herein shall be deemed to
2 entitle Buyer to any City of Jurupa Valley or County of Riverside permit or other City of
3 Jurupa Valley or County of Riverside approval necessary for the development of the
4 Property, or waive any applicable City of Jurupa Valley or County of Riverside requirements
5 relating thereto. This Agreement does not (a) grant any land use entitlement to Buyer, (b)
6 supersede, nullify or amend any condition which may be imposed by the City of Jurupa
7 Valley in connection with approval of any development proposed by Buyer to City of Jurupa
8 Valley, (c) guarantee to Buyer or any other party any profits from the development of the
9 Property, or (d) amend any City of Jurupa Valley or County of Riverside laws, codes or
10 rules. This is not a Development Agreement as provided in Government Code Section 65864.

11 The cost of demolishing any improvements on the Property and developing the
12 Property and constructing any improvements thereon, including any offsite or onsite
13 improvements, required by the City of Jurupa Valley in connection with any Buyer proposed
14 development, shall be the sole financial responsibility of Buyer, without any cost to Seller."

15
16 **6. Buyer Indemnity in Connection with Seller's Assistance with Entitlements.** The
17 Agreement is hereby amended to add a new paragraph 16B as follows:

18 "16B. Buyer Indemnification and Hold Harmless in Connection with
19 Entitlements. In addition to, and without limiting, Buyer's indemnity and hold harmless
20 obligations set forth elsewhere in this Agreement, including, but not limited to paragraph 17
21 below, notwithstanding anything to the contrary contained herein, Buyer shall defend,
22 indemnify and hold harmless Seller, County of Riverside, its Agencies, Boards, Districts,
23 Special Districts and Departments, their respective directors, officers, Board of
24 Commissioners, elected and appointed officials, employees, agents and representatives
25 (individually and collectively hereinafter referred to as Indemnitees) from and against any
26 and all actions, third party claims, suits, causes of action, proceedings, demands, liabilities,
27 loss, damages, injuries, challenges, cost and/or expense (including reasonable attorneys' fees
28 and court costs), (collectively, "Claims") arising from or as a result of or in any way connected

1 with the following; (i) any plans or designs for any improvements prepared by or on behalf of
2 Buyer, including without limitation any errors or omissions with respect to such plans or
3 designs,(ii) any and all actions, claims, damages, injuries, challenges and/or costs or liabilities
4 arising from Seller's execution of any application in connection with any entitlement or permit
5 relating to development of the Property by Buyer , or approval by the City of Jurupa Valley of
6 any entitlements or permits for any improvements to be located on the Property, or any portion
7 thereof and, (iii) attacks to set aside, void or annul any approval for any entitlements or
8 permits for any improvements to be located on the Property, or any portion thereof. Buyer
9 further agrees that such indemnification obligation shall include all fees and costs reasonably
10 incurred in the defense of the Indemnified Parties by counsel selected by Buyer or Seller. With
11 respect to any action or claim subject to indemnification herein by Buyer, Buyer shall, at their
12 sole cost, have the right to use counsel of their own choice and shall have the right to adjust,
13 settle, or compromise any such action or claim, with the prior consent of Seller; provided,
14 however, that any such adjustment, settlement or compromise in no manner whatsoever limits
15 or circumscribes Buyer's indemnification to Indemnitees as set forth herein, and further
16 provided that Seller shall retain the right to approve any and all counsel retained to defend the
17 Indemnified Parties.

18 All sums expended by Seller on account of any of the foregoing, including, but not
19 limited to Seller payment of attorneys' fees, shall be reimbursable on demand, and until
20 reimbursed by Buyer pursuant hereto, shall be deemed a default hereunder, and,
21 notwithstanding anything to the contrary contained herein, Seller shall have the right to
22 exercise all remedies available to it in law and equity.

23 Buyer's obligation hereunder shall be satisfied when Buyer has provided to Seller the
24 appropriate form of dismissal relieving Seller and the other Indemnitees from any liability for
25 the action or claim involved.

26 In the event of a default hereunder, notwithstanding anything to the contrary
27 contained herein, Buyer shall remain responsible for all costs and attorneys' fees awarded by a
28

1 court of competent jurisdiction or as a result of settlement and all other expenses incurred by
2 the Seller related to a judicial proceeding or settlement.

3 The specified insurance limits required in this Agreement shall in no way limit or
4 circumscribe Buyer's obligations to indemnify and hold harmless Indemnitees in this paragraph
5 16B from third party claims.

6 Except as specifically set forth herein, the foregoing defense and indemnification
7 obligations shall survive the expiration and/or termination of this Agreement and shall continue
8 to remain in effect after the Close of Escrow, and any invalidation, nullification or setting
9 aside of any development on the Property proposed by Seller. The obligations specified herein
10 shall be made, and are binding on the successors in interest of Buyer, whether the succession is
11 by agreement, by operation of law or by any other means.”

12
13 7. **Entitlement as a Private Undertaking.** It is specifically understood and agreed by and
14 between the Parties hereto that the entitlement of the Property is a separately undertaken
15 private endeavor. No partnership, joint venture, or other association of any kind between
16 the Buyer and Seller is formed by this Amendment in regards to the Buyer's pursuit of
17 entitlements for the Property.

18 8. **Miscellaneous.**

19 a. **Further Cooperation.** The Parties agree to execute such other instruments,
20 agreements and amendments to documents as may be necessary or appropriate to
21 effectuate the Agreement as amended by this Amendment.

22 b. **Interpretation.** This Amendment, when combined with the Agreement,
23 sets forth and contains the entire understanding and Agreement of the Parties hereto.
24 There are no oral or written representations, understandings, or ancillary covenants,
25 undertakings or agreements, which are not contained or expressly referred to within this
26 Amendment or the Agreement.

27 The Parties have been advised by their respective attorneys, or if not represented
28 by an attorney, represent that they had an opportunity to be so represented in the review

1 of this Agreement. Any rule of construction to the effect that ambiguities are to be
2 resolved against the drafting party shall not be applied in interpreting the Agreement or
3 this Amendment.

4 c. Attachments. Each of the attachments and exhibits attached hereto are
5 incorporated herein by this reference.

6 d. Effectiveness of Agreement. Except as modified and amended by this
7 Amendment, all other terms and conditions of the Agreement remain unmodified and in
8 full force and effect.

9 e. Counterparts. This Amendment may be signed by the different Parties
10 hereto in counterparts, each of which shall be an original but all of which together shall
11 constitute one and the same Agreement.

12 f. Effective Date. The effective date of this Amendment is the date this
13 Amendment is executed by the Chairman of the Seller's Board of Commissioners.
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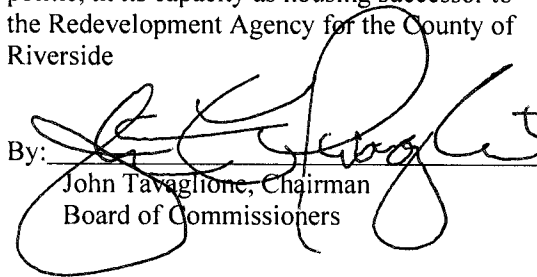
18 **REMAINDER OF PAGE INTENTIONALLY BLANK**

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20 **SIGNATURES ON FOLLOWING PAGE**
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1 **IN WITNESS WHEREOF**, Seller and Buyer have executed this Amendment as of the dates
2 set forth below.

3 **SELLER:**

4 HOUSING AUTHORITY OF THE COUNTY
5 OF RIVERSIDE, a public entity, corporate and
6 politic, in its capacity as housing successor to
7 the Redevelopment Agency for the County of
8 Riverside

9 By: 
10 John Tavaglione, Chairman
Board of Commissioners

11 Dated: MAY 23 2017

BUYER:

R. C. HOBBS COMPANY, INC., a California
corporation

By: _____
Roger C. Hobbs
President

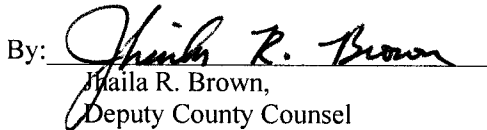
Dated: _____

13 ATTEST:
14 KECIA HARPER-IHEM

15 Clerk of the Board

16 By: 
17 Deputy

18 APPROVED AS TO FORM:
19 GREGORY P. PRIAMOS
20 COUNTY COUNSEL

21 By: 
22 Jhaila R. Brown,
Deputy County Counsel

1 **IN WITNESS WHEREOF**, Seller and Buyer have executed this Amendment as of the dates
2 set forth below.

3 **SELLER:**

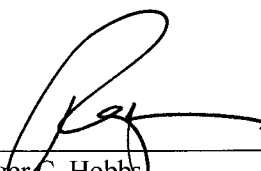
4 HOUSING AUTHORITY OF THE COUNTY
5 OF RIVERSIDE, a public entity, corporate and
6 politic, in its capacity as housing successor to
7 the Redevelopment Agency for the County of
8 Riverside

9 By: _____
10 John Tavaglione, Chairman
11 Board of Commissioners

12 Dated: _____

BUYER:

R. C. HOBBS COMPANY, INC., a California
corporation

By:  _____
Roger C. Hobbs
President

Dated: 5/16/2007

13 **ATTEST:**

14 **KECIA HARPER-IHEM**

15 Clerk of the Board

16 By: _____
17 Deputy

18 **APPROVED AS TO FORM:**
19 **GREGORY P. PRIAMOS**
20 **COUNTY COUNSEL**

21 By: _____
22 Jhaila R. Brown,
23 Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property located in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

APN 185-460-001-3: LOT 1 OF TRACT NO. 20626, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 219, PAGE(S) 14 THROUGH 17, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 185-470-001-4: LOT 2 OF TRACT NO. 20626, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 219, PAGE(S) 14 THROUGH 17, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 185-470-002-5: LOT 3 OF TRACT NO. 20626, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 219, PAGE(S) 14 THROUGH 17, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on. 5/21/17 Date vb Initial

NOTICE OF EXEMPTION

April 12, 2017

Project Name: First Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions between the Housing Authority of the County of Riverside and R. C. Hobbs Company, Inc. Housing Authority of the County of Riverside, Regarding the Purchase of Real Property located in the City of Jurupa Valley.

Project Number: N/A

Project Location: APN's: 185-460-001, 185-470-001, 185-470-002; Limonite Avenue and Camino Real, Jurupa Valley, California (see attached exhibit)

Description of Project: On January 17, 2017, the Housing Authority of the County of Riverside (Housing Authority) Board of Commissioners (Board) adopted Resolution No. 2017-004, Agreement of Purchase and Sale and Joint Escrow Instructions for the Camino Real vacant land assemblage in Jurupa Valley (Agreement) between the Housing Authority and R. C. Hobbs Company, Inc. a California Corporation (Buyer), to purchase the Property, located more specifically at Limonite Avenue and Camino Real, in the City of Jurupa Valley, California, Assessor's Parcel Numbers 185-460-001, 185-470-001, and 185-470-002, as more specifically described in the legal description attached hereto, (Properties). Buyer has asked the Housing Authority to sign the Pre-Application Review (PAR) form for the City of Jurupa Valley as Property Owner so that Buyer may begin the long entitlement process. Housing Authority has agreed to this and drafted this First Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions (Amendment) which Seller has executed.

Pursuant to the California Environmental Quality Act (CEQA) the Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guideline Section 15061(b) (3), General Rule or "Common Sense" Exemption. The proposed project is this First Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions which only gives the Executive Director EDA authority to sign the City of Jurupa Valley's Pre-Application Review form and it can be seen with certainty that there is no possibility that the City of Jurupa Valley's review of the proposed application for this project may have a significant effect on the environment and will not lead to any direct or reasonably indirect physical environmental impacts since the impacts of the Amendment will be purely administrative. A Notice of Exemption dated January 9, 2017, was previously posted by the County Clerk in connection with the Underlying Purchase and Sale Agreement. A Notice of Exemption will be filed by staff with the County Clerk within 5 days of the approval of the Amendment.

MAY 28 2017 10:1

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8214 • F: 951.955.6496 www.rivcoeda.org

- Administration, Aviation, Business Intelligence, Cultural Services, Community Services, Custodial, Housing, Housing Authority, Information Technology, Maintenance, Marketing, Economic Development, Edward-Dean Museum, Environmental Planning, Fair & National Date Festival, Foreign Trade, Graffiti Abatement, Parking, Project Management, Purchasing Group, Real Property, Redevelopment Agency, Workforce Development

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Name of Public Agency Approving Project: Housing Authority of the County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: Housing Authority of the County of Riverside

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b)(3), General Rule Exemption.

Reasons Why Project is Exempt: This transaction is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment. The proposed transaction is the conveyance of real property merely involving the transfer of title to the real property which will not have a significant impact on the environment from that previously existing and is therefore exempt under State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption and Section 15312. The transaction will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The First Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions for the Housing Authority's surplus vacant land (Site) to R. C. Hobbs Company will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

- **Section 15061 – General Rule or “Common Sense” Exemption.** The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed transaction may have a significant effect on the environment. The First Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions for the sale of this vacant and unimproved land (Site) to the R. C. Hobbs Company will not have an effect on the environment. The vacant land will not increase any potential environmental impacts since the impacts of the Amendment will be purely administrative. [OR] bureaucratic? Therefore, in no way would the transaction as proposed have the potential to cause a significant environmental impact and the transaction is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the transaction as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____

John Aguilar, Deputy Director
County of Riverside, Economic Development Agency

Date: _____

4/12/17

Riverside County Clerk-Recorder

Authorization to Bill by Journal Voucher


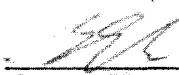
To be completed by submitting Agency

ECONOMIC DEVELOPMENT AGENCY

Authorization # _____
Date: 5/25/2016
Agency/Division: Housing Authority of the County of Riverside - Attn: Sharon Espejo 343-5456
Accounting String:

	FUND	DEPT ID	ACCT
(Interfund)	527980	40600	1900400000
(Non-Interfund)			

This authorizes the "County Clerk & Recorder Office" to issue a Journal Voucher for payment of all fees for the accompanying documents.

Number of Documents Included: 1 Notice of Exemption, CEQA
Authorized by: 
Juan Garcia, Principal Development Specialist
Presented by: 
George Eliseo, Development Specialist



To be completed by County Recorder

Accepted by: _____
Date: _____
Document no(s)/invoice no(s): _____