

**OVERSIGHT BOARD FOR SUCCESSOR AGENCY TO THE  
VICTORVILLE REDEVELOPMENT AGENCY  
REGULAR MEETING AGENDA**

City of Victorville  
14343 Civic Drive, Conference Room "D"  
Victorville, CA 92392

Thursday, April 13, 2017  
**1:30 P.M.**

**CALL TO ORDER**

ITEM 1 PUBLIC COMMENT

**DISCUSSION AGENDA**

ITEM 2 APPROVE MINUTES FROM JANUARY 19, 2017 MEETING

ITEM 3 RESOLUTION OB-VRDA-17-002 APPROVING AND AUTHORIZING THE  
EXECUTION OF A PURCHASE AND SALE AGREEMENT – MARINITA  
DEVELOPMENT COMPANY

ITEM 4 LONG RANGE PROPERTY MANAGEMENT PLAN UPDATE – VERBAL

ITEM 5 COMMENTS FROM OVERSIGHT BOARD, LEGAL COUNSEL AND  
STAFF

ITEM 6 ADJOURNMENT

MINUTES OF THE  
SPECIAL MEETING OF THE  
OVERSIGHT BOARD FOR SUCCESSOR AGENCY  
TO THE VICTORVILLE REDEVELOPMENT AGENCY  
January 19, 2017

CALL TO ORDER

The special meeting of the Oversight Board for the Successor Agency to the Victorville Redevelopment Agency was called to order at 1:32 p.m. by Chairman Metzler in Conference Room "D", Victorville City Hall, at 14343 Civic Drive, Victorville, California.

ROLL CALL

PRESENT: Board Members Janice Lindsay, Keith Metzler, Mary O'Toole, Eric Ray, Tracey Richardson and Anita Tuckerman

ABSENT: Board Members Debbie Betts and Doug Robertson

Also present was Economic Development Administrator, Sophie Smith; Varner & Brandt, Attorney, Kristen Varner, and Recording Secretary, Heidi Roche.

1. PUBLIC COMMENT

There was no public comment.

**DISCUSSION AGENDA**

2. APPROVE MINUTES FROM JULY 14, 2016 MEETING

It was moved by Board Member Metzler, seconded by Board Member O'Toole to approve; motion carried with Board Members Betts and Robertson absent.

3. CONSIDERATION OF RESOLUTION NO. OB-VRDA-17-001 RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 FOR THE PERIOD COMMENCING ON JULY 1, 2017 AND ENDING ON JUNE 30, 2018

Ms. Varner spoke to the additions to the ROPS of Item Nos. 52, 53 and 54.

Discussion ensued regarding Item No. 52 in which it was questioned by Board Member O'Toole as to why the item was not listed on the ROPS previously as an enforceable obligation. Ms. Smith responded that the agency had been focusing on the recently adopted Long Range

Property Management Plan and upon reviewing the Housing Transfer Asset list, it was discovered that this item had been overlooked and that under AB 1484, the terms of the loan could be reestablished and the item could be added as an enforceable obligation. Ms. O'Toole inquired if there would be additional items added to the ROPS and Ms. Smith indicated that she did not feel there would be any additional agreements added to the ROPS but that there may be new repayment schedules added for loans that may be reestablished.

Ms. Varner spoke to Item Nos. 53 and 54, the unfunded pension liabilities related to CalPERS and benefits for the 11 former RDA employees. Two methodologies were used to determine the calculations for these items. one by a consultant and the other by the City. The calculation coordinated with the City's Finance staff, a lower amount, was selected for inclusion on the ROPS. Board Member O'Toole questioned why the actuarial report was not prepared by CalPERS. Ms. Smith responded that the City is responsible for preparing their own retirement actuarial reports and that this task is not something that CalPERS would handle.

Ms. Varner spoke to retired Item Nos. 5 and 51, the termination of the Desert Plaza's Owner Participation Agreement and the Actuarial Report to determine the unfunded pension liabilities.

It was moved by Board Member Ray, seconded by Board Member Lindsay to adopt Resolution No. OB-VRDA-17-001; motion carried with Board Members Betts and Robertson absent.

4. COMMENTS FROM OVERSIGHT BOARD, LEGAL COUNSEL AND STAFF

Ms. Tuckerman requested that whenever possible, the agenda be sent out one week prior to the scheduled meeting to provide adequate time for agenda review.

5. ADJOURNMENT

It was moved by Board Member Tuckerman, seconded by Board Member O'Toole to adjourn the meeting at 2:05 p.m.; motion carried unanimously.

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CHAIRMAN OF THE BOARD OF ADMINISTRATORS

ATTEST:

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RECORDING SECRETARY

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CLIENT MEMORANDUM

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**TO:** OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY

**FROM:** VARNER & BRANDT LLP

**SUBJECT:** TRANSMITTAL OF APRIL 13, 2017 OVERSIGHT BOARD MEETING AGENDA ITEM #3

**DATE:** APRIL 6, 2017

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The following memorandum provides the members of the Oversight Board (“Oversight Board”) for the Successor Agency to the Victorville Redevelopment Agency (“Successor Agency”) with pertinent information in order for each Board Member to make an informed decision on the matters before the Oversight Board.

**Agenda Item No.:** 3

**Subject:** *Approval of Disposition of Property; Execution of Purchase and Sale Agreement.* The Successor Agency seeks the approval of the Oversight Board for the sale and disposition of certain unimproved real property located at Nisqualli Road and Mariposa Road in Victorville, California (APN 3092-311-09 and 3092-311-10) (the “Property”), and to approve the Successor Agency’s execution of a Purchase and Sale Agreement (“Agreement”) with the Marinita Development Company, a California corporation (the “Purchaser”) concerning the sale and disposition of the Property.

**Legislative Authority of the Oversight Board:**

1. *California Health and Safety Code Section 34177(e):* The Successor Agency must dispose of assets and properties of the former redevelopment agency as directed by the Oversight Board; provided, however that the Oversight Board may direct the Successor Agency to transfer ownership of certain assets pursuant to Section 34181(a). The disposition of the assets and properties is to be completed expeditiously and in a manner aimed at maximizing value.
2. *California Health and Safety Code Section 34177(h):* The Successor Agency must expeditiously wind down the affairs of the former redevelopment agency in accordance with the direction of the Oversight Board.
3. *California Health and Safety Code Section 34181(a):* The Oversight Board must direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency; provided, however that the Oversight Board may instead direct the Successor Agency to transfer ownership of those assets constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to this construction or use of such an asset. The

Successor Agency must dispose of assets and property expeditiously and in a manner aimed at maximizing value.

4. *California Health and Safety Code Section 34191.3*: The disposition authority of the Successor Agency and the Oversight Board under Sections 34177(e) and 34181(a), respectively, is suspended, except as to transfers for governmental use, until the Department of Finance has approved a long-range property management plan, at which point the long-range property management plan will govern the disposition and use of real property assets of the former redevelopment agency.

**Discussion:**

The long-range property management plan (“LRPMP”) of the Successor Agency governs the disposition and use of the real property assets of the former redevelopment agency. (HSC Section 34191.3(a)). The Successor Agency must dispose of assets and properties of the former redevelopment agency in accordance with the direction of the Oversight Board. (HSC Sections 34177(e), 34181(a)). Approval of the Successor Agency’s LRPMP occurred on October 28, 2015.

The Property is identified as Item No. 10 of the LRPMP and reflected as a “for sale” property. A detailed history of the Property is provided under the LRPMP. Successor Agency staff also prepared a summary report concerning the Property, which is included with your materials.

The Property is unimproved land consisting of approximately 6.05 acres zoned for commercial use and located adjacent to the I-15 Freeway. The disposition for the Property under the LRPMP contemplates the Successor Agency first offering the Property to the Purchaser, which is consistent with the intended sale under a Memorandum of Understanding between the former redevelopment agency and the Purchaser.

The Successor Agency engaged the services of Market Value Advisors, Inc. (“Appraiser”) to determine the value of the Property. The Appraiser conducted an appraisal on November 14, 2016 and a subsequent report was prepared. Based on the investigation of the Property, the fair market value of the Property was established to be \$2,350,000. The Appraiser estimates that the highest and best use of the Property, as improved, is for commercial/retail development.

The Purchaser submitted an offer to purchase the Property for \$2,350,000, which represents an amount equal to the appraised land value. The proposed Purchase and Sale Agreement and Escrow Instructions (“Agreement”) between the Successor Agency and the Purchaser provides that the sale of the Property is made on an “AS IS” basis and includes a full release of claims and indemnity naming the Successor Agency and Oversight Board. The Purchaser must also provide a non-refundable deposit of \$50,000. Closing costs will be split between the parties. The Purchaser will not have a due diligence period and escrow will close no later than 90-days following execution of the Agreement.

**RESOLUTION NO. OB-VRDA-17-002**

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE AND DISPOSITION OF CERTAIN UNIMPROVED REAL PROPERTY LOCATED AT MARIPOSA ROAD AND NISQUALLI ROAD, VICTORVILLE, CALIFORNIA**

**WHEREAS**, the Successor Agency to the Victorville Redevelopment Agency was formed in accordance with California Health and Safety Code Section 34173 (“Successor Agency”); and

**WHEREAS**, the Oversight Board (“Oversight Board”) of the Successor Agency was established pursuant to California Health and Safety Code Section 34179; and

**WHEREAS**, the Successor Agency must dispose of assets and properties of the former redevelopment agency as directed by the Oversight Board pursuant to California Health and Safety Code Section 34177(e); and

**WHEREAS**, the Oversight Board must direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency pursuant to California Health and Safety Code Section 34181(a); and

**WHEREAS**, the Successor Agency is not permitted to dispose of any real property assets of the former redevelopment agency, except governmental use assets, until the Department of Finance (“DOF”) approves the Successor Agency’s long-range property management plan (“LRPMP”) pursuant to California Health and Safety Code Section 34191.3; and

**WHEREAS**, on October 28, 2015, the DOF issued an approval notice approving the Successor Agency’s LRPMP (“Determination Letter”); and

**WHEREAS**, upon receiving DOF approval of the LRPMP, the LRPMP shall govern and supersede all other provisions relating to the disposition and use of real property assets of the former redevelopment agency pursuant to California Health and Safety Code Section 34191.3; and

**WHEREAS**, the Successor Agency desires to sell two parcels of unimproved real property to the Marinita Development Company, a California corporation (“Purchaser”) located along Nisqualli Road and Mariposa Road and identified as APN 3092-311-09 and 3092-311-10 consisting of approximately 6.05 acres, and further identified as Item No. 10 in the LRPMP as a “for sale” property (the “Property”); and

**WHEREAS**, the Successor Agency intends to sell the Property to the Purchaser for a purchase price of \$2,350,000, which represents an amount equal to the current fair market value of the Property, as determined by an appraisal performed by Market Value Advisors, Inc.; and

**WHEREAS**, the sale of the Property by Successor Agency to the Purchaser is intended to be made in accordance with the terms of a purchase and sale agreement (the “Purchase Agreement”), a copy of which has been made available to the Oversight Board for inspection and is attached hereto as Exhibit A; and

**WHEREAS**, the Oversight Board has determined that the approval of the sale and disposition of the Property and execution of the Purchase Agreement is consistent with the terms of the approved LRPMP under Health and Safety Code Section 34181(a) and 34191.3, and is consistent with the obligation of the Successor Agency to wind down the affairs of the former redevelopment agency in accordance with California Health and Safety Code Section 34177(h); and

**WHEREAS**, California Health and Safety Code Section 34179(e) requires the Oversight Board to adopt resolutions for any action taken by the Oversight Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Oversight Board as follows:

**Section 1. Approval of Purchase Agreement; Disposition of the Property.** The Oversight Board hereby approves the sale and disposition of the Property in accordance with the terms of the approved LRPMP and approves the execution of the Purchase Agreement by the Successor Agency.

**Section 2. Authorization of Successor Agency.** Upon approval of this resolution (“Resolution”) by the California Department of Finance, the Oversight Board authorizes and directs the Executive Director and/or Assistant Secretary of the Successor Agency, jointly and severally, to execute and deliver the Purchase Agreement, in substantially the form made available to the Oversight Board for inspection, and any and all other documents which they may deem necessary or advisable in order to effectuate the approval of the Resolution.

**Section 3. Delivery to the California Department of Finance.** The Oversight Board hereby authorizes and directs the Secretary of the Oversight Board to electronically deliver a copy of this Resolution to the California Department of Finance in accordance with California Health and Safety Code Section 34179(h).

**Section 4. Other Actions.** The Oversight Board hereby authorizes and directs the Chairman, Vice Chairman and/or Secretary of the Oversight Board, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

**Section 5. CEQA.** The Oversight Board, under Title 14 of the California Code of Regulations, Section 15378(b)(4), states that this Resolution is exempt from the requirements of the California Environmental Quality Act (“CEQA”) in that it is not a “project,” but instead consists of the continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program.

**Section 6.** **Effect.** This Resolution shall take effect in accordance with California Health and Safety Code Section 34179(h).

**Section 7.** **Certification.** The Oversight Board Secretary shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the Oversight Board; and shall make a minute of passage and adoption thereof in the records of the proceedings of the Oversight Board, in the minutes of the meeting at which this Resolution is passed and adopted.



**RESOLUTION NO. OB-VRDA-17-002**

**ATTACHMENT A**

**PURCHASE AGREEMENT**

**[ATTACHED BEHIND THIS PAGE]**

PURCHASE AND SALE AGREEMENT  
AND  
ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions (“Agreement”) for the property located at Nisqualli Road and Mariposa Road in the City of Victorville, dated as of \_\_\_\_\_ (“Effective Date”) is entered into by and between the SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY, a public body corporate and politic (“Successor Agency”), and MARINITA DEVELOPMENT COMPANY, a California Corporation (“Buyer”). The Successor Agency and the Buyer are hereinafter sometimes individually referred to as a “party” and collectively referred to as the “parties.”

RECITALS

A. The Victorville Redevelopment Agency (“Redevelopment Agency”) was duly formed pursuant to the provisions of California community redevelopment law, California Health and Safety Code Section 33000, *et seq.* (“CRL”) by an ordinance of the City of Victorville, California (“City”).

B. Pursuant to redevelopment dissolution legislation (ABX1 26 and AB 1484) (“Redevelopment Dissolution Legislation”) and California Health and Safety Code Section 34172, the Redevelopment Agency is now deemed dissolved and in accordance with California Health and Safety Code Section 34173(d)(3) and Resolution No. 12-005, the city council of the City (“City Council”) confirmed that the City shall serve as the Successor Agency to the Redevelopment Agency.

C. Upon dissolution of the Redevelopment Agency and confirmation of the City as Successor Agency, all assets, properties and contracts of the Redevelopment Agency, were transferred, by operation of law, to the Successor Agency pursuant to the provisions of California Health and Safety Code Section 34175(b) and pursuant to California Health and Safety Code Section 34179, the oversight board (“Oversight Board”) of the Successor Agency was also established.

D. Among the properties transferred from the Redevelopment Agency to the Successor Agency is that certain property located at Nisqualli Road and Mariposa Road, Victorville, California, as more particularly described on Exhibit A attached hereto, together with all right, title and interest in and to all appurtenances and improvements thereon (collectively, “Property”).

E. In accordance with the Redevelopment Dissolution Legislation, Buyer desires to purchase the Property from Successor Agency, and Successor Agency desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Successor Agency agree as follows:

1. **PURCHASE AND SALE.** Pursuant to the terms and conditions contained in this Agreement, Successor Agency hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Successor Agency.
2. **PURCHASE PRICE.** The purchase price for the Property shall be Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) (“Purchase Price”), payable by Buyer to Successor Agency in cash at the Closing (as defined in Section 7A below). A deposit equal to Fifty Thousand Dollars (\$50,000)

(the "Deposit") shall be required in connection with this transaction. The Successor Agency acknowledges receipt of Twenty Five Thousand Dollars (\$25,000) in connection with the execution of a prior Memorandum of Understanding and, accordingly, the Buyer shall cause an additional amount equal to Twenty Five Thousand Dollars (\$25,000) to be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Successor Agency and delivery to Buyer. At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to the Closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

### 3. ESCROW.

A. Opening of Escrow. The parties have opened an escrow ("Escrow") at the offices of Escrow Junction ("Escrow Holder"). The principal office of the Escrow Holder for purposes of this Agreement is located at 12600 Hesperia Road, Suite C, Victorville, California, Attention: Stacey Tarango, Escrow Officer, Telephone: (760) 245-1966, Fax: (760) 245-9333, Email: [starango@escrowjunction.com](mailto:starango@escrowjunction.com). Upon mutual execution of this Agreement, Buyer and Successor Agency shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the San Bernardino County Recorder's Office. The conveyance of the Property shall close ("Closing") within ninety (90) days of the Effective Date.

### 4. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Commonwealth Land Title Company for the Property ("Title Report"). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property ("Approved Exceptions"). At the Closing, Successor Agency shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Successor Agency shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

B. Successor Agency's Condition to Closing. Close of Escrow and Successor Agency's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Successor Agency shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Redevelopment Dissolution Legislation, including approval by the Oversight Board of the sale of the Property to Buyer on the terms and conditions set forth herein. In the event that the Oversight Board does not approve this Agreement, Successor Agency shall not be in default of this Agreement and this Agreement shall be immediately terminated if the Oversight Board does not approve this Agreement.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into Escrow

on or before the Closing Date. If the conditions above have not been satisfied or waived by Successor Agency at or before the Closing Date through no fault of Successor Agency, then Successor Agency may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES.**

A. Buyer hereby represents and warrants to Successor Agency that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Successor Agency hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Successor Agency in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) this Agreement is subject to and only valid after approval by the Oversight Board.

C. Successor Agency hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

**6. CONDITION OF PROPERTY.** The Property shall be conveyed from the Agency to the Buyer on an "AS IS" condition and basis with all faults and the Buyer agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the Buyer and anyone claiming by, through or under the Buyer, hereby waives its right to recover from and fully and irrevocably releases the Agency and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's or Oversight Board's behalf (collectively, the "Released Parties") from any and all claims, responsibility and/or liability that the Buyer may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 6. This release includes claims of which the Buyer is presently unaware or which the Buyer does not presently suspect to exist which, if known by the Buyer, would materially affect the Buyer's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the Buyer to take such action as may be necessary to place the Property in a condition suitable for development of the project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR

ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE AGENCY. THE BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

\_\_\_\_\_  
Buyer's Initials

The waivers and releases by the Buyer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

## 7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, Successor Agency shall deposit into Escrow a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Successor Agency, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Successor Agency shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Successor Agency the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7B below, and (3) the conditions specified in Section 4 have been satisfied or waived. Possession of the Property shall be delivered to the Buyer on the Close of Escrow.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage California Land Title Association ("CLTA") owner's form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an CLTA standard title policy ("Title Policy").

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above.

D. Obligation to Refrain from Discrimination. The Buyer covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex,

marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Buyer (itself or any person claiming under or through the Buyer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the Buyer conveys the Property to a third party, the Buyer shall be relieved of any further responsibility under this Section 7D as to the Property so conveyed.

E. Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale shall contain the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee hereto covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (P) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51, and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(iii) In contacts: “The contacting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contacting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

F. Restrictive Covenant. In order to insure the Buyer’s compliance with the covenants set forth in Sections 7D and 7E hereto, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Agency and the Agency shall have the right to assign all of its rights and benefits therein to the Buyer.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and Buyer and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the Buyer:

(i) The non-discrimination and non-segregation requirements set forth in Sections 7E(i), (ii) and (iii) shall remain in effect in perpetuity;

(ii) Easements to the Agency, City or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

8. **FIRPTA**. Successor Agency warrants that it is not a foreign person or entity, as defined in the Foreign Investors Real Property Tax Act and, prior to the close of escrow, Successor Agency will deposit an affidavit certifying same. Escrow Holder's duties pertaining to these provisions are limited to the receipt from Successor Agency of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

9. **GOVERNING LAW**. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

10. **PROPERTY TAXES**. Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Successor Agency shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

11. **CLOSING COSTS**. Buyer and Successor Agency shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments,





D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

H. BROKERS. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Successor Agency have executed this Agreement as of the date first written above.

BUYER:

Marinita Development Company

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

Name: \_\_\_\_\_

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

SUCCESSOR AGENCY:

Successor Agency to the Victorville  
Redevelopment Agency

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

Green de Bortnowsky, LLP

By: \_\_\_\_\_  
Agency Attorney

VICT/0001/DOC/610-3  
3/16/17 430 law

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

**PROPERTY LEGAL DESCRIPTION**

Real property in the City of Victorville, County of San Bernardino, State of California, as more particularly described in Exhibit A-1 and A-2 attached.

EXHIBIT "A-1"

Legal Description

That real property situated in the City of Victorville, County of San Bernardino, State of California, being Parcel 2 of Parcel Map No. 15276 as filed in Book 188 of Parcel Maps at Pages 79 and 80 in the Official Records of the County Recorder of said County, EXCEPTING THEREFROM, those portions of said Parcel 2 conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305077 in said Official Records, and conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305075 in said Official Records.

This legal description was prepared by:

*David J. Cockrum*     *March 01, 2017*

David James Cockrum, Land Surveyor LS 7976



**EXHIBIT "A-2"**

Legal Description

That real property situated in the City of Victorville, County of San Bernardino, State of California, being Parcel 3 of Parcel Map No. 15276 as filed in Book 188 of Parcel Maps at Pages 79 and 80 in the Official Records of the County Recorder of said County, EXCEPTING THEREFROM, those portions of said Parcel 3 conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305077 in said Official Records, and conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305075 in said Official Records.

This legal description was prepared by:

*David J. Cockrum March 01, 2017*

David James Cockrum, Land Surveyor LS 7976



EXHIBIT B  
GRANT DEED

**GRANT DEED**

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
Successor Agency to the )  
Victorville Redevelopment Agency )  
14343 Civic Drive )  
Victorville, California 92392 )  
Attn: Executive Director )  
 )

---

This document is exempt from payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

The **SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY**, a public body, corporate and politic (“Grantor”), hereby grants to **MARINITA DEVELOPMENT COMPANY**, a California Corporation (“Grantee”), the real property hereinafter referred to as the “Property,” described in Exhibit “A” attached hereto and incorporated herein.

**SAID PROPERTY IS CONVEYED SUBJECT TO** all liens, encumbrances, easements, covenants, conditions and restrictions of record, and all matters that would be disclosed or apparent by a survey and/or an inspection of the Property.

**GRANTOR:**

**SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY**, a public body corporate and politic

Dated: \_\_\_\_\_, 20\_\_

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

**ATTEST:**

\_\_\_\_\_  
Agency Secretary

**GRANTEE:**

**Marinita Development Company**, a California Corporation

Dated: \_\_\_\_\_, 20\_\_

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

**EXHIBIT "A"**  
**TO**  
**GRANT DEED**

**PROPERTY LEGAL DESCRIPTION**

Real property in the City of Victorville, County of San Bernardino, State of California, as more particularly described in Exhibit A-1 and A-2 attached.



EXHIBIT "A-1"

Legal Description

That real property situated in the City of Victorville, County of San Bernardino, State of California, being Parcel 2 of Parcel Map No. 15276 as filed in Book 188 of Parcel Maps at Pages 79 and 80 in the Official Records of the County Recorder of said County, EXCEPTING THEREFROM, those portions of said Parcel 2 conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305077 in said Official Records, and conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305075 in said Official Records.

This legal description was prepared by:

*David J. Cockrum* March 01, 2017

David James Cockrum, Land Surveyor LS 7976



**EXHIBIT "A-2"**

**Legal Description**

That real property situated in the City of Victorville, County of San Bernardino, State of California, being Parcel 3 of Parcel Map No. 15276 as filed in Book 188 of Parcel Maps at Pages 79 and 80 in the Official Records of the County Recorder of said County, EXCEPTING THEREFROM, those portions of said Parcel 3 conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305077 in said Official Records, and conveyed to the City of Victorville by that Grant Deed recorded July 29, 2010 as Document No. 2010-0305075 in said Official Records.

This legal description was prepared by:

*David J. Cockrum March 01, 2017*

David James Cockrum, Land Surveyor LS 7976





**AGENDA ITEM**

**WRITTEN COMMUNICATIONS**

**SUCCESSOR AGENCY BOARD OF DIRECTORS**

MEETING OF: February 21, 2017

**SUBMITTED BY:** SOPHIE L. SMITH *sls* **DATE:** 02/08/17  
DIRECTOR OF ECONOMIC DEVELOPMENT

**ATTACHMENT:** RESOLUTION NO. R-SA-17-002

**SUBJECT:** SALE OF PROPERTY BY AND BETWEEN THE SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY AND MARINITA DEVELOPMENT COMPANY PURSUANT TO THE APPROVED LONG- RANGE PROPERTY MANAGEMENT PLAN (LRPMP)

**RECOMMENDATION:** THAT YOUR HONORABLE BOARD <sup>(1)</sup> ADOPTS RESOLUTION NO. R-SA-17-002 APPROVING THE SALE OF PROPERTY MORE PARTICULARLY DESCRIBED AS APN# 3092-311-09 & 3092-311-10 TO MARINITA DEVELOPMENT COMPANY, AND <sup>(2)</sup> AUTHORIZES THE DIRECTOR OF ECONOMIC DEVELOPMENT TO EXECUTE ANY AND ALL TRANSACTIONAL DOCUMENTS TO EFFECTUATE THIS SALE

**FISCAL IMPACT:** \$2,350,000 Gross Revenue\*

PROJECT BUDGET:	\$	-
PROJECT COST:	- \$	-
PROJECT BALANCE:	\$	-

BUDGET ACCT NO: 3033010-46100

\*Sale proceeds of LRPMP property are restricted to be used to pay enforceable obligations of the former RDA

**— Finance Use Only —**

Additional Expense:

\_\_\_\_\_ No  
\_\_\_\_\_ Yes / Amount

Additional Revenue:

\_\_\_\_\_ No  
\_\_\_\_\_ Yes / Amount

Finance Review  
\_\_\_\_\_

**DISCUSSION:** As you know, California Redevelopment Agencies were abolished as of February 1, 2012, as a result of legislation, ABx1 26, enacted on June 29, 2011, and

upheld by the California Supreme Court on December 29, 2011. On February 1, 2012, all real properties of the former Redevelopment Agency transferred to the control of the Successor Agency by operation of law.

Pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency was required to prepare a Long-Range Property Management Plan (LRPMP) that addressed the disposition and use of the real properties owned by the former redevelopment agency. On December 3, 2013, the Successor Agency Board approved the LRPMP via Resolution R-SA-13-007. Subsequently, at its December 5, 2013 meeting, the Oversight Board approved the LRPMP via Resolution OB-VRDA-13-008. Accordingly, the LRPMP was submitted to the Department of Finance on December 12, 2013. Successor Agency staff worked with several DOF analysts who reviewed the plan and provided comment as to the proposed disposition of each property. After a series of revisions, on October 22, 2015, the revised LRPMP was submitted to the DOF and was approved on October 28, 2015. As you may recall, the LRPMP addresses the disposition of 29 properties. Overall, the DOF approved 11 properties for transfer to the City from the Successor Agency for government-use purposes, 1 property to be retained for future development, and 17 parcels to be sold.

The Department of Finance approved the subject property for sale to Marinita Development Company (Marinita) as the written record clearly demonstrated the former RDA's intent to sell the property to Marinita upon the final construction of the I-15 Nisqualli interchange. This was demonstrated with the execution of a Memorandum of Understanding (MOU) in April 2009, and amended in April 2011 extending the term of the MOU due to delays in the construction schedule of the interchange. In February 2012, the RDA dissolution affected the Successor Agency's ability to transfer this property until the approval of the LRPMP (October 2015).

Once the LRPMP was approved, the Successor Agency and Marinita conducted appraisals on the property, with different results. To help resolve the difference in opinions, a third appraisal was conducted by the Successor Agency. On December 15, 2016, Marinita submitted a purchase offer in the amount of \$2,350,000, based on the current appraised value of the property. Neither party is represented by brokers in this transaction; therefore no commissions will be due in connection with the sale. The sale must also be approved by the Successor Agency Oversight Board, pursuant to dissolution law. Upon completion of the sale, the net sale proceeds will be used to pay enforceable obligations of the former RDA or remitted to the County Auditor-Controller for distribution to taxing entities pursuant to the RDA dissolution rules.

Because of the long-standing arrangement the RDA had with Marinita, much of the marketing and site planning has been conducted over the years by Marinita. In fact, Marinita had at least two hotel deals lined up for the site that eventually fell apart due to the delays caused by the RDA dissolution. Now that the LRPMP has been approved by the DOF, the transaction with Marinita can move forward. The sale of the property to Marinita at the current appraised value is consistent with the approved LRPMP, therefore staff is recommending approval of Resolution No. R-SA-17-002 with minor,

non-substantive changes to the Purchase and Sale Agreement as approved by legal counsel.

Staff remains available for any questions or comments.

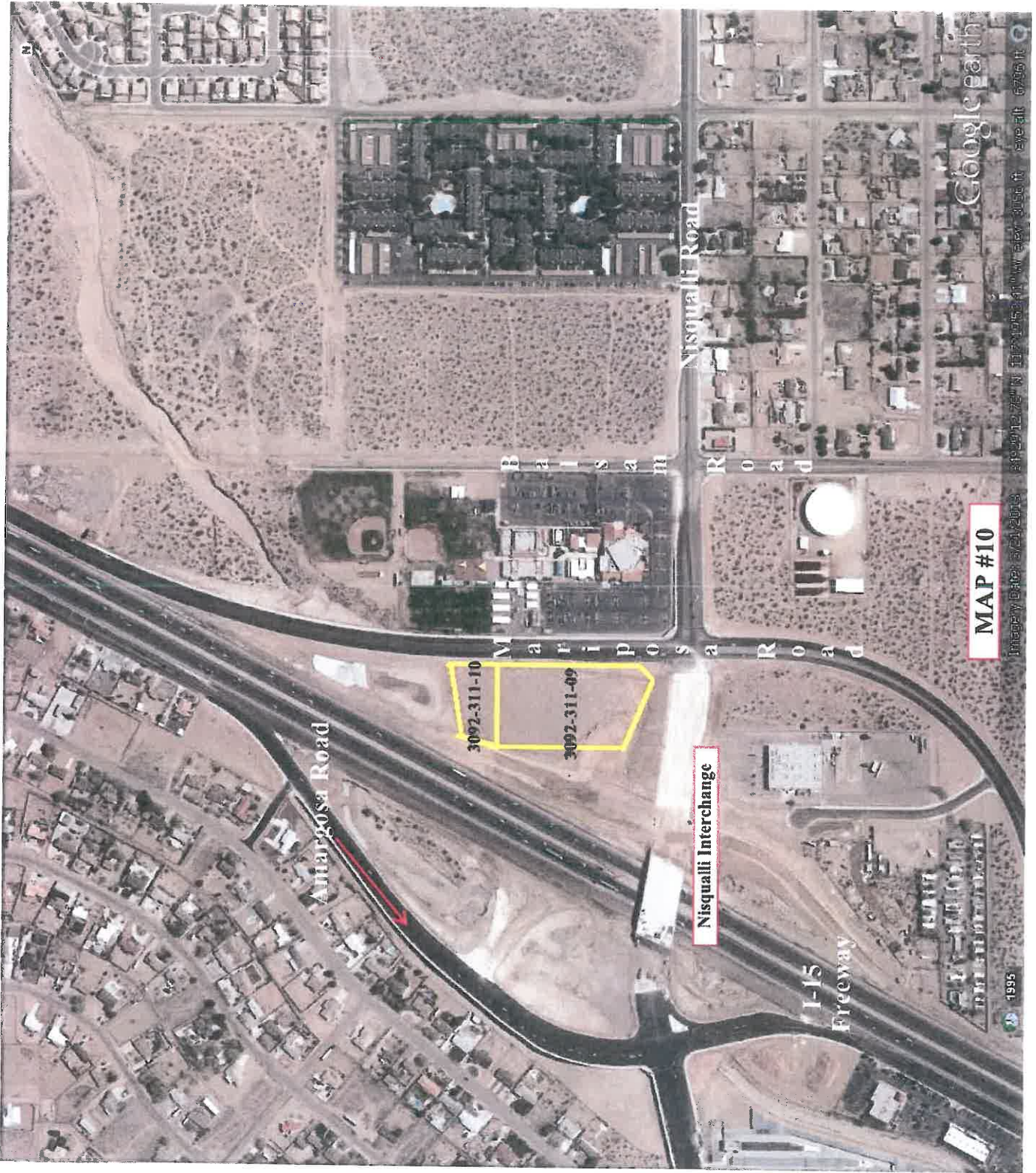
Attachments:

Map and relevant pages from LRPMP

Resolution No. R-SA-17-002

N:\EconomicDevelopment\New Folder RDA\Staff Reports\2017\17.02.21.SA staff report re Marinita Nisqualli Interchange Sale.docx





**MAP #10**

Imagery Date: 5/21/2013 39°29'12.75\"/>

1995

## Nisqualli Interchange Property

<b>PARCEL INFORMATION</b>
---------------------------

Listed below are the remainder parcels from the Nisqualli Interchange:

Address	APN	Lot Size	Property Type	Acquisition Date	Value At Acquisition
N/A	3092-311-09	6.02 Acres	Vacant Land	6/30/2005	\$4,300,000 *
N/A	3092-311-10		Vacant Land		

\*Four parcels, the two listed above and 3092-311-08 and 11, totaling 14.23 acres were purchased together.

**Purpose of Acquisition:** Nisqualli Interchange Project

**Current Zoning:** C-2 (General Commercial)

<b>ESTIMATE OF CURRENT PROPERTY VALUE</b> (If available, any appraisal information)
--

**Estimated Current Value:** \$3,146,774 (\$12.00 p/s/f) to \$3,409,006 (\$13.00 p/s/f) based on Broker's Opinion of Value dated November 20, 2013 by The Bradco Companies (Exhibit "A").

**Proposed Sale Value:** To be determined based on Successor Agency's appraisal

**Proposed Sale Date:** Within 120 days of LRPMP approval

**Past Appraisal History** \$1,190,000 Appraisal by Property Sciences dated July 31, 2013.

<b>ESTIMATE OF ANY LEASE, RENTAL, OR ANY OTHER REVENUES</b> (Plus any contractual requirements for the disposition of those funds)
---

**Estimate of Lease/Rental/ Other:** \$0

**Contractual Requirements for Use of Income/Revenue:** N/A

## HISTORY OF ENVIRONMENTAL CONTAMINATION

APN	Brownfield Status	Studies Conducted	Remediation Efforts
3092-311-09	Staff researched the Environmental Protection Agency (both Superfund and Brownfield website records) as well as the Geotracker tool used by the California Water Board. No records were found on these subject properties.	None Known	N/A
3092-311-10		None Known	N/A

## BRIEF HISTORY OF PREVIOUS DEVELOPMENT PROPOSALS AND ACTIVITY (Including the rental or lease of property)

On June 30, 2005, the former Victorville Redevelopment Agency (RDA) purchased approximately 14.26 acres of property located on the northeast corner of Mariposa and Nisqualli Roads to preserve right of way for the I-15 Nisqualli Interchange. On April 28, 2009, the RDA entered into an Memorandum of Understanding (MOU) with Marinita Development Company for the property that would remain after the construction of the I-15 Nisqualli Interchange. The purpose of the MOU was to provide a 24-month exclusive negotiating term for the remainder property and to allow Marinita Development Company to begin due diligence on the site. In the MOU, the timing for final negotiations for the sale of the property was subject to the City's construction of the interchange, which would allow for any unforeseen changes in the interchange project to take priority (Exhibit "B"). Due to unexpected delays in completion of the interchange, the provisions in the 2009 MOU which allowed for term extensions had to be exercised. On April 5, 2011 Amendment 1 to the MOU was executed to extend the original term (Exhibit "C"). Amendment 1 to the MOU extends the term through April 5, 2014. However, per to the RDA Dissolution Act, the former RDA was prohibited from entering into new contracts since 6/27/11, so the Development Agreement called for by the MOU could not be completed, although the Developer has actively conducted due diligence and site planning of the site (Exhibit "E").

## POTENTIAL FOR TRANSIT-ORIENTED DEVELOPMENT

Although no plans exist for potential transit-oriented development for the remainder parcels of the Nisqualli Interchange project area, the site is located within walking distance of multi-family developments. Therefore, the future commercial development may provide pedestrian friendly access.

## ADVANCEMENT OF PLANNING OBJECTIVES OF THE SUCCESSOR AGENCY

The Successor Agency proposes to sell the properties to a third-party future development. Such disposition would further the goals detailed in the Victor Valley Economic Development Authority's Five Year Implementation Plan. Specifically, the goals to "Leverage Private Sector Investment" "Promote Compatible Development" and "Stimulate Economic Growth" would be met with the sale to Marinita (Exhibit "D").



## USE OR DISPOSITION OF PROPERTY

### **Property Option Selected: The Sale of the property**

The Successor Agency proposes to sell the property. The recommendation from Successor Agency staff is to offer the Right of First Refusal to a purchase agreement to Marinita Development. The written record clearly demonstrates the intent of the former RDA to sell the property to the developer once the final construction of the I-15 Nisqualli interchange was completed. The former RDA had an MOU in place with the developer for some years; however, due to the RDA dissolution, the MOU could not be negotiated into a final Disposition and Development Agreement, which would have finalized the terms of the sale.

The developer has invested significant time and money in the preliminary planning of the project, so the Right of First Refusal would demonstrate good faith efforts to complete the transaction. The sales price would be established upon fair market value from an appraisal to be coordinated and conducted on behalf of the Successor Agency. The specific sales terms and documents will be taken to the Oversight Board for final approval.

If Marinita Development does not wish to purchase the property at such appraised value, the property would then be listed on the open market for sale. The proceeds (net of any expenses associated with the sale) from the sale of the property will be used to fulfill enforceable obligations.

**RESOLUTION NO. R-SA-17-002**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE SITTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY AUTHORIZING THE SALE OF PROPERTY TO MARINITA DEVELOPMENT COMPANY PURSUANT TO THE APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN CONTINGENT UPON RECEIPT OF OVERSIGHT BOARD APPROVAL**

**WHEREAS**, the Victorville Redevelopment Agency (the “Redevelopment Agency”) was duly created and activated pursuant to the provisions of the California Community Redevelopment Law, Health and Safety Code section 33000 *et seq.* (the “CRL”) by a duly adopted Ordinance of the City of Victorville, California (the “City”); and

**WHEREAS**, pursuant to Assembly Bill (“AB”) X1 26 (passed in June 2011) and subsequently modified by the California Supreme Court's decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal. 4th 231, certain sections of the CRL were repealed, restricted or revised and the Redevelopment Agency was dissolved as of February 1, 2012; and

**WHEREAS**, pursuant to CRL section 34173 and in accordance with Resolution No. R-12-002, the Board of Commissioners of the Redevelopment Agency confirmed that the City of Victorville would serve as the successor agency to the Redevelopment Agency (the “Successor Agency”), and the City Council of the City (“City Council”) confirmed such designation by adopting Resolution No. 12-005; and

**WHEREAS**, pursuant to CRL section 34179(a), each successor agency was required to have an oversight board and the Successor Agency Oversight Board (“Oversight Board”) was subsequently formed; and

**WHEREAS**, the Successor Agency is expeditiously winding down the affairs of the Redevelopment Agency in accordance with AB x1 26 and subsequent legislation (collectively hereinafter the “Dissolution Laws”) and as directed by the Oversight Board in accordance with CRL section 34177(h); and

**WHEREAS**, pursuant to CRL sections 34175(b) and 34176, and City Council Resolution No. 12-007, title to all non-housing property that was owned by the Redevelopment Agency passed by operation of law to the Successor Agency (“Properties”) on February 12, 2012; and

**WHEREAS**, pursuant to the Dissolution Laws, within six months of receiving a finding of Completion (“FOC”) from the California State Department of Finance (“DOF”), which FOC was received on June 12, 2013, the Successor Agency was required to adopt a Long-Range Property Management Plan (“LRPMP”) addressing the proposed use, retention or disposition of all such Properties pursuant to CRL section 34191.5; and

**WHEREAS**, the Successor Agency previously prepared the LRPMP, which was approved by the City Council, sitting as the governing board of the Successor Agency (“Successor Agency Governing Board”) on December 3, 2013 pursuant to Resolution No. R-SA-13-007; and

**WHEREAS**, the Oversight Board adopted Resolution No. OB-VRDA-13-008 on December 5, 2013, approving the LRPMP, and the Successor Agency thereafter submitted the LRPMP to the DOF on December 12, 2013; and

**WHEREAS**, the Successor Agency subsequently worked with the DOF to address various concepts, data, and designations made in the LRPMP and thereafter prepared and approved certain revisions thereto (“Revised LRPMP”), which was submitted to and approved by the Oversight Board on October 22, 2015 by Resolution No. OB-VRDA-15-007 in accordance with the provisions of CRL section 34191.5(b); and

**WHEREAS**, the Successor Agency subsequently submitted the Revised LRPMP to the DOF for approval on October 22, 2015 and received the DOF’s approval by letter dated October 28, 2015; and

**WHEREAS**, pursuant to CRL section 34191.3(a) and the DOF’s approval letter, the DOF-approved LRPMP shall govern and supersede all other provisions of the Dissolution Laws relating to, the disposition and use of the real property assets of the former Redevelopment Agency; and

**WHEREAS**, subject to and following receipt of Oversight Board direction/approval, it is proposed that the Successor Agency Governing Board authorize the sale of property as directed in the approved LRPMP.

**NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Recitals**

That the Recitals set forth above are true and correct and incorporated herein by reference.

**Section 2. Sale of Property**

That the sale of Assessors Parcel Number 3092-311-09 & 3092-311-10 to Marinita Development Company more fully described in the Purchase and Sale Agreement attached hereto as **Exhibit "A"** and incorporated herein by this reference, is hereby authorized, subject to the provisions of Section 3, below:

**Section 3. Implementation**

The Successor Agency staff is directed to submit the sale of the above property to the Oversight Board for approval by resolution. Once Oversight Board approval has been received, the Director of Economic Development is authorized to execute any and all transactional documents to effectuate this sale.

**Section 4. CEQA**

That the sale of property is categorically exempt pursuant to California Environmental Act ("CEQA") Guidelines section 15061(b)(3), since the changes in ownership will not result in a significant impact on the environment.

**Section 5. Effective Date**

That this Resolution shall take effect immediately upon its adoption.

**Section 6. Certification**

That the Secretary shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions; and shall make a minute of passage and adoption thereof in the records of the proceedings, in the minutes of the meeting at which this Resolution is passed and adopted.

C

Exhibit "A"

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT  
AND  
ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions (“Agreement”) for the property located at Nisqualli Road and Mariposa Road in the City of Victorville, dated as of \_\_\_\_\_ (“Effective Date”) is entered into by and between the SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY, a public body corporate and politic (“Successor Agency”), and MARINITA DEVELOPMENT COMPANY, a California Corporation (“Buyer”). The Successor Agency and the Buyer are hereinafter sometimes individually referred to as a “party” and collectively referred to as the “parties.”

RECITALS

A. The Victorville Redevelopment Agency (“Redevelopment Agency”) was duly formed pursuant to the provisions of California community redevelopment law, California Health and Safety Code Section 33000, *et seq.* (“CRL”) by an ordinance of the City of Victorville, California (“City”).

B. Pursuant to redevelopment dissolution legislation (ABX1 26 and AB 1484) (“Redevelopment Dissolution Legislation”) and California Health and Safety Code Section 34172, the Redevelopment Agency is now deemed dissolved and in accordance with California Health and Safety Code Section 34173(d)(3) and Resolution No. 12-005, the city council of the City (“City Council”) confirmed that the City shall serve as the Successor Agency to the Redevelopment Agency.

C. Upon dissolution of the Redevelopment Agency and confirmation of the City as Successor Agency, all assets, properties and contracts of the Redevelopment Agency, were transferred, by operation of law, to the Successor Agency pursuant to the provisions of California Health and Safety Code Section 34175(b) and pursuant to California Health and Safety Code Section 34179, the oversight board (“Oversight Board”) of the Successor Agency was also established.

D. Among the properties transferred from the Redevelopment Agency to the Successor Agency is that certain property located at Nisqualli Road and Mariposa Road, Victorville, California, as more particularly described on Exhibit A attached hereto, together with all right, title and interest in and to all appurtenances and improvements thereon (collectively, “Property”).

E. In accordance with the Redevelopment Dissolution Legislation, Buyer desires to purchase the Property from Successor Agency, and Successor Agency desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Successor Agency agree as follows:

1. **PURCHASE AND SALE.** Pursuant to the terms and conditions contained in this Agreement, Successor Agency hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Successor Agency.

2. **PURCHASE PRICE.** The purchase price for the Property shall be Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) (“Purchase Price”), payable by Buyer to Successor Agency in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of

the Purchase Price ("Deposit") shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Successor Agency and delivery to Buyer. At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to the Closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

### 3. ESCROW.

A. Opening of Escrow. The parties have opened an escrow ("Escrow") at the offices of Escrow Junction ("Escrow Holder"). The principal office of the Escrow Holder for purposes of this Agreement is located at 12600 Hesperia Road, Suite C, Victorville, California, Attention: Stacey Tarango, Escrow Officer, Telephone: (760) 245-1966, Fax: (760) 245-9333, Email: [starango@escrowjunction.com](mailto:starango@escrowjunction.com). Upon mutual execution of this Agreement, Buyer and Successor Agency shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Due Diligence Period. As used in the Agreement, the phrase "Due Diligence Period" shall mean the period of time beginning with the Effective Date, and continuing until 5:00 p.m. on the date which is thirty (30) days following the Effective Date. Successor Agency hereby grants to Buyer the right to enter upon the Property from and after the Effective Date for the purpose of performing any reasonable due diligence activities; provided, however, Buyer shall, restore those portion of the Property altered by any activities of Buyer (or those of its employees, representatives or agents retained in connection herewith) on the Property to the general condition in which such portions of the Property existed immediately prior to said activities.

C. Closing Date. For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the San Bernardino County Recorder's Office. The conveyance of the Property shall close ("Closing") within thirty (30) days of the parties' satisfaction or waiver of all of the conditions precedent as set forth in Section 4 hereof, but in no event later than thirty (30) days after the end of the Due Diligence Period ("Outside Date").

### 4. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Commonwealth Land Title Company for the Property ("Title Report"). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property ("Approved Exceptions"). At the Closing, Successor Agency shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Successor Agency shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

B. Successor Agency's Condition to Closing. Close of Escrow and Successor Agency's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Successor Agency shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Redevelopment Dissolution Legislation, including approval by the Oversight Board of the sale of the Property to Buyer on the terms and conditions set forth herein. In the event that the Oversight Board does not approve this Agreement, Successor Agency shall not be in default of this Agreement and this Agreement shall be immediately terminated if the Oversight Board does not approve this Agreement.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into Escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Successor Agency at or before the Closing Date through no fault of Successor Agency, then Successor Agency may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

## 5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Successor Agency that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Successor Agency hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Successor Agency in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) this Agreement is subject to and only valid after approval by the Oversight Board.

C. Successor Agency hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

6. **CONDITION OF PROPERTY.** The Property shall be conveyed from the Agency to the Buyer on an "AS IS" condition and basis with all faults and the Buyer agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the Buyer and anyone claiming by, through or under the Buyer, hereby waives its right to recover from and fully and irrevocably releases the Agency and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's or Oversight Board's behalf (collectively, the "Released Parties") from any and all claims, responsibility and/or liability that the Buyer may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 6. This release includes claims of which the Buyer is presently unaware or which the Buyer does not presently suspect to exist which, if known by the Buyer, would materially affect the Buyer's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the Buyer to take such action as may be necessary to place the Property in a condition suitable for development of the project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO



REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE AGENCY. THE BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

\_\_\_\_\_  
Buyer's Initials

The waivers and releases by the Buyer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

#### 7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, Successor Agency shall deposit into Escrow a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Successor Agency, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Successor Agency shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Successor Agency the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7B below, and (3) the conditions specified in Section 4 have been satisfied or waived. Possession of the Property shall be delivered to the Buyer on the Close of Escrow.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage California Land Title Association ("CLTA") owner's form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the

Approved Exceptions and the standard printed exclusions from coverage of an CLTA standard title policy ("Title Policy").

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above.

D. Obligation to Refrain from Discrimination. The Buyer covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Buyer (itself or any person claiming under or through the Buyer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the Buyer conveys the Property to a third party, the Buyer shall be relieved of any further responsibility under this Section 7D as to the Property so conveyed.

E. Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale shall contain the following nondiscrimination or nonsegregation clauses:

(i) In deeds: "The grantee hereto covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (P) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(ii) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51, and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(iii) In contacts: "The contacting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contacting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

F. Restrictive Covenant. In order to insure the Buyer's compliance with the covenants set forth in Sections 7D and 7E hereto, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Agency and the Agency shall have the right to assign all of its rights and benefits therein to the Buyer.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and Buyer and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the Buyer:

(1) The non-discrimination and non-segregation requirements set forth in Sections 7E(i), (ii) and (iii) shall remain in effect in perpetuity;

(2) Easements to the Agency, City or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

8. FIRPTA. Successor Agency warrants that it is not a foreign person or entity, as defined in the Foreign Investors Real Property Tax Act and, prior to the close of escrow, Successor Agency will deposit an affidavit certifying same. Escrow Holder's duties pertaining to these provisions are limited to the receipt from Successor Agency of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

9. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

10. PROPERTY TAXES. Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Successor Agency shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

11. CLOSING COSTS. Buyer and Successor Agency shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

12. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: Marinita Development Company  
Attn: Marshall Lichterman  
3835 Birch Street  
Newport Beach, CA 92660  
Tel.: 949-756-8677

To Successor Agency: Successor Agency to the Victorville  
Redevelopment Agency  
14343 Civic Drive  
Victorville, California 92392  
Attn: Sophie Smith

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

13. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the

Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

H. BROKERS. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

IN WITNESS WHEREOF, Buyer and Successor Agency have executed this Agreement as of the date first written above.

BUYER:

Marinita Development Company

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

Name: \_\_\_\_\_

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

SUCCESSOR AGENCY:

Successor Agency to the Victorville  
Redevelopment Agency

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

Green de Bortnowsky, LLP

By: \_\_\_\_\_  
Agency Attorney

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY LEGAL DESCRIPTION

Real property in the City of Victorville, County of San Bernardino, State of California, described as follows: Assessor Parcel Numbers 3092-311-09 and 3092-311-10

EXHIBIT B  
GRANT DEED



**GRANT DEED**

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
 )  
Successor Agency to the )  
Victorville Redevelopment Agency )  
14343 Civic Drive )  
Victorville, California 92392 )  
Attn: Executive Director )  
 )

This document is exempt from payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

The **SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Grantor"), hereby grants to **MARINITA DEVELOPMENT COMPANY**, a California Corporation ("Grantee"), the real property hereinafter referred to as the "Property," described in Exhibit "A" attached hereto and incorporated herein.

**SAID PROPERTY IS CONVEYED SUBJECT TO** all liens, encumbrances, easements, covenants, conditions and restrictions of record, and all matters that would be disclosed or apparent by a survey and/or an inspection of the Property.

**GRANTOR:**

**SUCCESSOR AGENCY TO THE VICTORVILLE REDEVELOPMENT AGENCY**, a public body corporate and politic

Dated: \_\_\_\_\_, 20\_\_

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

**ATTEST:**

\_\_\_\_\_  
Agency Secretary

**GRANTEE:**

**Marinita Development Company**, a California Corporation

Dated: \_\_\_\_\_, 20\_\_

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

**EXHIBIT "A"**  
**TO**  
**GRANT DEED**

**PROPERTY LEGAL DESCRIPTION**

Real property in the City of Victorville, County of San Bernardino, State of California, described as follows: Assessor Parcel Numbers 3092-311-09 and 3092-311-10