

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
4.1
(ID # 3249)**

MEETING DATE:

Tuesday, March 7, 2017

FROM : SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY:

SUBJECT: SUCCESSOR AGENCY: Resolution No. 2017-002, Authorization to Sell Real Property located at 91279-91307 2nd St. Mecca, California; Approval of Agreement of Purchase and Sale and Joint Escrow Instructions; CEQA Exempt; District 4; [\$21,500]; Redevelopment Property Tax Trust Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15301;
2. Adopt Successor Agency Resolution No. 2017-002 authorizing the sale of real property located at 91279-91307 2nd St. Mecca, California, identified by Assessor Parcel Numbers 727-193-027, 727-193-028 and 727-193-041 (Property), in accordance with ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012) and the Amended Long Range Property Management Plan approved by the California Department of Finance;
3. Approve the attached Agreement of Purchase and Sale and Joint Escrow Instructions (including all exhibits) between the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency), as seller, and FD Partners, LLC, a California limited liability company (FD Partners), as buyer, for the sale of the Property in the amount of \$225,000 (Purchase Agreement), and Grant Deed, and authorize the Chairman of the Board to execute the Purchase Agreement on behalf of the Successor Agency;

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 1/31/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Consent to and approve the Assignment and Assumption Agreement attached to the Purchase Agreement, assigning the Successor Agency's interest as landlord under that certain United States Postal Service Lease, including all amendments thereto, to FD Partners, and authorize the Chairman of the Board to execute the Assignment and Assumption Agreement on behalf of the Successor Agency;
5. Authorize the Deputy County Executive Officer, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize the sale contemplated in the Purchase Agreement, and the Assignment and Assumption Agreement, including, but not limited to executing the Grant Deed attached to the Purchase Agreement, and any documents related to the assignment of the United States Postal Service Lease, subject to approval by County Counsel;
6. Authorize and direct staff to submit the Purchase Agreement to the Oversight Board for approval;
7. Approve and authorize reimbursement to EDA-Real Estate in the amount not-to-exceed \$21,500 for due diligence and staff expenses; and
8. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 21,500	\$ 0	\$21,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Redevelopment Property Tax Trust Fund			Budget Adjustment:	No
			For Fiscal Year:	
			2016/17	

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

ABx1 26 enacted in June 2011 (as amended by AB 1484 in June 2012) (collectively the Dissolution Act) charges the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) with winding down the affairs of the former Redevelopment Agency for the County of Riverside (RDA). Pursuant to Health and Safety Code Section 34191.5, added by the Dissolution Act, the Successor Agency prepared a Long Range Property Management Plan (LRPMP) which identified all real property assets owned by the former RDA

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and recommended appropriate disposition strategies for each identified parcel. The LRPMP includes property profiles, a description of each property's potential use, and an explanation of the benefit of the proposed disposition strategy to the surrounding community. The LRPMP was approved by the California Department of Finance (DOF) on December 18, 2015.

The LRPMP contemplates the sale of that certain real property consisting of approximately .88 acres, located at 91279-91307 2nd St. Mecca, CA, identified by Assessor Parcel Numbers 727-193-027, 727-193-028 and 727-193-041, as depicted on the attached site map (Property). In the LRPMP, the property is designated for sale using various sale methods to properly and effectively market the property to prospective buyers. Pursuant to the disposition process set forth in the LRPMP, Successor Agency staff created marketing flyers which were placed on the Economic Development Agency's website. Staff then emailed a Notice to all Public Agencies, including the link for the website, on April 4, 2016, allocating a sixty day time frame to express an interest on any of the properties. Staff placed "for sale" signs on various properties in the community, attracting interest from the public on any available properties.

The United States Postal Service (USPS) currently operates a post office on a portion of the Property, identified as Assessor's Parcel Number 727-193-028 depicted on the attached site map, pursuant to that certain Lease dated on or about October 5, 2010 between the Successor Agency, as successor in interest to the former RDA (as landlord) and USPS (as tenant), including all amendments thereto ("USPS Lease"). A copy of the USPS Lease is attached. The term of the USPS Lease expires on October 4, 2020. The sale of the Property shall be subject to the USPS Lease.

The Successor Agency received multiple offers for the Property and recommends acceptance of the offer from FD Partners LLC, a California limited liability company (FD Partners), in the amount of \$225,000. An updated appraisal of the Property was conducted by Michael J. Francis, MAI, dated May 18, 2016 which found the fair market value of the Property to be \$180,452. There are staff and due diligence costs of \$21,500 associated with this transaction.

Successor Agency staff negotiated the sale of the Property to FD Partners for \$225,000. The terms of the proposed sale of the Property from the Successor Agency to FD Partners are set forth in the attached proposed Agreement of Purchase and Sale with Joint Escrow Instructions, including exhibits (Purchase Agreement). As a condition to the close of escrow under the Purchase Agreement, FD Partners shall be required, among other things, to assume the obligations of the Successor Agency as landlord under the USPS Lease for the duration of the existing term. In connection with FD Partners' assumption of the USPS Lease, Successor Agency and FD Partners shall execute the proposed Assignment and Assumption Agreement attached to the Purchase Agreement as Exhibit G. FD Partners shall also be required to execute all other assignment documents required by the USPS, as more specifically set forth in the Purchase Agreement.

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The sale proceeds, minus customary closing and escrow costs, will be disbursed to the taxing entities pursuant to Health and Safety Code Section 34188. If approved by the Successor Agency, the Purchase Agreement will be forwarded to the Oversight Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, for consideration.

The Successor Agency's disposition of the Property, in a manner consistent with the Dissolution Act, LRPMP and proposed Purchase Agreement, will facilitate the unwinding of the former RDA by liquidating its property in a manner aimed at maximizing value for the benefit of the taxing entities.

Pursuant to the California Environmental Quality Act (CEQA), the sale of the Property and the assignment and assumption of the existing USPS Lease were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061 (b)(3), common sense, general rule exemption, and State CEQA Guideline Section 15301, Class 1 – Existing Facilities. The proposed project is the sale of real property, a portion of which is developed with a post office, and the assignment of the Successor Agency's interest as landlord under the USPS Lease to the proposed buyer, FD Partners. The assignment of the landlord's interest under the USPS Lease to FD Partners relates to the continued lease of existing facilities, and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the project will have a significant impact on the environment since the conveyance is merely a transfer in title to the real property; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

Resolution No. 2017-002, the Agreement of Purchase and Sale and Joint Escrow Instructions, and the Assignment and Assumption Agreement, have been approved as to legal form by County Counsel.

Impact on Residents and Businesses

Pursuant to the Dissolution Act, the net proceeds from the sale of the identified disposal properties will be distributed to taxing entities, including school districts, special districts and the County.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the sale of the real property located in Mecca, identified as Assessor Parcel Numbers 727-193-027, 727-193-028 and 727-193-041:

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Estimated Title and Escrow Charges	2,500
Preliminary Title Report	500
County Appraisals (Updated)	1,000
EDA Real Property Staff Time (including County Counsel Staff Time)	17,500
Total Estimated Acquisition Costs (Not-to-Exceed)	\$21,500

Attachments:

Aerial Map

USPS Lease

Resolution No. 2017-002

Agreement of Purchase and Sale with Joint Escrow Instructions, including exhibits

Appraisal Summary


Notice of Exemption

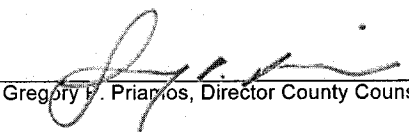
DOF Letter

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Minute Traq ID 3249


Alex Gann 2/28/2017


Rekini Dasika, Principal Management Analyst 2/27/2017


Gregory F. Priamos, Director County Counsel 2/9/2017

1 **BOARD OF SUPERVISORS**

SUCCESSOR AGENCY

2
3 **RESOLUTION NO. 2017-002**

4 **RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR**
5 **THE COUNTY OF RIVERSIDE APPROVING THE SALE OF REAL PROPERTY LOCATED**
6 **IN MECCA, CALIFORNIA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER**
7 **727-193-027, 727-193-028 AND 727-193-041, TO FD PARTNERS, LLC.**
8

9 **WHEREAS,** the Redevelopment Agency for the County of Riverside ("Agency") was
10 formed, existed, and exercised its powers pursuant to Community Redevelopment Law
11 (California Health and Safety Code section 33000 et seq. the "CRL");

12 **WHEREAS,** Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484
13 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the CRL. As a result of the
14 Dissolution Act, the Agency was dissolved on February 1, 2012 such that the Agency is now
15 deemed a former redevelopment agency under Health and Safety Code section 34173;

16 **WHEREAS,** Upon the dissolution of the former Agency, all authority, rights, powers,
17 duties, and obligations previously vested with the former Agency (except for the former
18 Agency's housing assets and functions) under the CRL have been vested in the Successor
19 Agency to the Redevelopment Agency for the County of Riverside ("Successor Agency") under
20 Health and Safety Code section 34173;

21 **WHEREAS,** pursuant to Health and Safety Code section 34175 (b), all real property
22 and other assets of the former Agency were transferred to the Successor Agency as of
23 February 1, 2012, including, but not limited to that certain real property located in Mecca,
24 California, identified by Assessor's Parcel Number 727-193-027, 727-193-028 and 727-193-
25 041, legally described in Exhibit "A" attached hereto and incorporated herein by this reference
26 ("Property");

27 **WHEREAS,** the United States Postal Service (USPS) currently operates a post office
28 on a portion of the Property identified as Assessor's Parcel Number 727-193-028 pursuant to

1 that certain Lease dated on or about October 5, 2010 between the Successor Agency, as
2 successor in interest to the former RDA (as landlord), and USPS (as tenant), including all
3 amendments thereto ("USPS Lease"). The term of the USPS Lease expires on October 4,
4 2020. The sale of the Property shall be subject to the USPS Lease;

5 **WHEREAS**, pursuant to Health and Safety Code section 34191.5 (b), an Amended
6 Long-Range Property Management Plan ("LRPMP") was prepared and submitted for review
7 and approval to the Oversight Board for the Successor Agency to the Redevelopment Agency
8 for the County of Riverside ("Oversight Board") and the California Department of Finance
9 ("DOF"). The LRPMP addresses the disposition and use of the real property owned by the
10 former Agency. The LRPMP was approved by the DOF on December 18, 2015;

11 **WHEREAS**, the LRPMP provides for disposition of the Property at its highest value.
12 The fair market value for the Property is \$180,452 based on that certain appraisal prepared by
13 Michael J. Francis, MAI on May 18, 2016;

14 **WHEREAS**, pursuant to the LRPMP, Successor Agency staff created marketing flyers
15 which were placed on the County Economic Development Agency's website. Staff then
16 emailed a notice to all public agencies, including the link for the website on April 4, 2016,
17 allocating a sixty (60) day time frame to express an interest on any of the properties. Staff
18 placed "for sale" signs on various properties in the community, attracting interest from the
19 public on any available properties;

20 **WHEREAS**, the Successor Agency received an offer from FD Partners, LLC, a
21 California limited liability company ("FD Partners") in the amount of \$225,000 to acquire
22 Property, and the Successor Agency desires to accept the subject offer which exceeds the fair
23 market value of the Property;

24 **WHEREAS**, Successor Agency desires to convey the Property and FD Partners
25 desires to acquire the Property from the Successor Agency pursuant to the terms and
26 provisions of the proposed Agreement of Purchase and Sale with Joint Escrow Instruction,
27 including all exhibits, ("Purchase Agreement") attached hereto as Exhibit "B" and incorporated
28 herein by this reference;

1 **WHEREAS**, As a condition to the close of escrow under the Purchase Agreement, FD
2 Partners shall be required, among other things, to assume the obligations of the Successor
3 Agency as landlord under the USPS Lease for the duration of the existing term. In connection
4 with FD Partners' assumption of the USPS Lease, Successor Agency and FD Partners shall
5 execute the proposed Assignment and Assumption Agreement, a copy of which is attached
6 hereto as Exhibit C and incorporated herein by this reference. FD Partners shall also be
7 required to execute all other assignment documents required by the USPS, as more
8 specifically set forth in the Purchase Agreement;

9 **WHEREAS**, net sale proceeds, minus customary closing and escrow costs, will be
10 disbursed to the taxing entities pursuant to Health and Safety Code Section 34188;

11 **WHEREAS**, the Successor Agency has reviewed and determined that the sale of the
12 Property and the assignment and assumption of the existing USPS Lease are categorically
13 exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines
14 Section 15061 (b)(3), common sense, general rule exemption, and State CEQA Guideline
15 Section 15301, Class 1 – Existing Facilities. The proposed project is the sale of real property,
16 a portion of which is developed with a post office, and the assignment of the Successor
17 Agency's interest as landlord under the USPS Lease to the proposed buyer, FD Partners. The
18 assignment of the landlord's interest under the USPS Lease to FD Partners relates to the
19 continued lease of existing facilities, and no expansion of an existing use will occur. In
20 addition, it can be seen with certainty that there is no possibility that the project will have a
21 significant impact on the environment since the conveyance is merely a transfer in title to the
22 real property; it will not require any construction activities and will not lead to any direct or
23 reasonably foreseeable indirect physical environmental impacts; and

24 **WHEREAS**, the Successor Agency's disposition of the Property, in a manner consistent
25 with the Dissolution Act, LRPMP and proposed Purchase Agreement, will facilitate the
26 unwinding of the former Agency by liquidating its property in a manner aimed at maximizing
27 value for the benefit of the taxing entities.

28

1 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by
2 the Board of Supervisors of the Successor Agency to the Redevelopment Agency for the
3 County of Riverside ("Board"), in regular session assembled on March 7, 2017, in the meeting
4 room of the Board of Supervisors located on the 1st floor of the County Administrative Center,
5 4080 Lemon Street, Riverside, California, as follows:

- 6 1. The Recitals set forth above are true and correct and incorporated herein by
7 reference.
- 8 2. The Board, based upon a review of the evidence and information presented on the
9 matter as it relates to the sale, has determined that that the sale of the Property and
10 the assignment and assumption of the existing USPS Lease are categorically
11 exempt from the California Environmental Quality Act (CEQA) under State CEQA
12 Guidelines Section 15061 (b) (3), common sense, general rule exemption, and
13 State CEQA Guideline Section 15301, Class 1 – Existing Facilities. The proposed
14 project is the sale of real property, a portion of which is developed with a post office,
15 and the assignment of the Successor Agency's interest as landlord under the USPS
16 Lease to the proposed buyer, FD Partners. The assignment of the landlord's interest
17 under the USPS Lease to FD Partners relates to the continued lease of existing
18 facilities, and no expansion of an existing use will occur. In addition, it can be seen
19 with certainty that there is no possibility that the project will have a significant impact
20 on the environment since the conveyance is merely a transfer in title to the real
21 property; it will not require any construction activities and will not lead to any direct
22 or reasonably foreseeable indirect physical environmental impacts.
- 23 3. The Board hereby approves and authorizes the sale to FD Partners LLC, a
24 California limited liability company, of that certain real property located at 91279-
25 91307 2nd St., Mecca, California, identified by Assessor's Parcel Number 727-193-
26 027, 727-193-028 and 727-193-041, as more particularly described in Exhibit "A"
27 attached hereto, and incorporated herein by this reference ("Property"), for a
28 purchase price of \$225,000. Net sale proceeds, minus customary closing and

1 escrow costs, will be disbursed to the taxing entities pursuant to Health and Safety
2 Code Section 34188.

- 3 4. The Board hereby approves and consents to the assignment of the Successor
4 Agency's interest, as landlord, under that certain Lease dated on or about October
5 5, 2010 between the Successor Agency, as successor in interest to the former RDA
6 (as landlord) and USPS (as tenant), including all amendments thereto ("USPS
7 Lease"), to FD Partners, and FD Partners assumption of such rights and obligations,
8 which agreement shall be memorialized in an assignment and assumption
9 agreement substantially conforming in form and substance to the Assignment and
10 Assumption Agreement ("Assignment and Assumption Agreement") attached hereto
11 as Exhibit C and incorporated herein by this reference.
- 12 5. The Board hereby approves the Agreement of Purchase and Sale with Joint Escrow
13 Instructions, including all exhibits, attached hereto as Exhibit "B" and incorporated
14 herein by this reference ("Purchase Agreement"), and authorizes and directs the
15 Deputy County Executive Officer, or designee, to execute an Agreement of
16 Purchase and Sale with Joint Escrow Instructions substantially conforming in form
17 and substance to Exhibit "B", and to take any actions and execute any documents
18 necessary to implement the disposition of the Property pursuant to the terms
19 approved in this Resolution, including, but not limited to a grant deed, and to
20 administer the Successor Agency's obligations, responsibilities, and duties to be
21 performed under said Purchase Agreement, subject to approval by County Counsel.
- 22 6. Subject to FD partner's satisfaction of the conditions precedent to the close of
23 escrow under the Purchase Agreement, the Board hereby authorizes and directs
24 the Deputy County Executive Officer, or designee, to execute the Assignment and
25 Assumption Agreement, and to take any actions and execute any documents
26 necessary to implement the assignment of the USPS Lease pursuant to the terms
27 set forth in the Purchase Agreement, subject to County Counsel approval.
- 28

FORM APPROVED COUNTY COUNSEL
BY: *Cheryl K. Dean* 2-3-17
MAYLA R. BROWN

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7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

8. The Deputy County Executive Officer or designee is hereby authorized and directed to submit a copy of this Resolution, including all exhibits, to the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside for review and approval.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By *[Signature]*
Deputy

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EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

LOTS 7, 8, 9, 10 AND 11 THROUGH 18, IN BLOCK 85 OF AMENDED MAP OF MECCA TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Assessor's Parcel No's: 727-193-027, 028 and 041

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EXHIBIT B
AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS
(behind this page)

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EXHIBIT C
ASSIGNMENT AND ASSUMPTION AGREEMENT
(behind this page)

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Address: 91279 – 91307 2nd St., Mecca, CA
APN No: 727-193-027, 727-193-028 and
727-193- 041

Escrow No. _____

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of this ____ day of _____ 2016, and constitutes an agreement by which the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity (“Seller”) agrees to sell to, and FD PARTNERS, LLC., a California limited liability company (“Buyer”) agrees to purchase, on the terms and conditions hereinafter set forth, that certain real property described in the “Legal Description” attached hereto as Exhibit “A” and incorporated herein by this reference, and shown on the “Property Map” attached hereto as Exhibit “B” and incorporated herein by this reference, together with all Improvements, if any, as hereinafter defined (collectively, the “Property”).

RECITALS

WHEREAS, Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 (“Dissolution Act”), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the “CRL”). The Redevelopment Agency for the County of Riverside (“RDA”) was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173;

WHEREAS, Pursuant to the Dissolution act all authority, rights, powers, duties and obligations of the former RDA under the CRL (except for housing assets and functions) have been vested in Seller; and

WHEREAS, Seller now owns the Property and desires to convey the Property to Buyer and Buyer desires to acquire the Property from Seller pursuant to the CRL and Dissolution Act, and the terms and provisions set forth below.

The terms and conditions of this Agreement and the instructions to Lawyers Title Company, Attn: Colleen Graves or such other title or escrow company mutually agreed to by the parties (“Escrow Holder”) with regard to the escrow (“Escrow”) created pursuant hereto are as follows:

1. Recitals. The aforementioned Recitals are true and correct and incorporated herein by this reference.

1A. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of vacant land approximately 0.88 acres (38,321 sq. ft.) total in size, located at 91279 –91307 2nd St. in Mecca, California, also known as Assessor Parcel Number 727-193-027, 727-193-028 and 727-193-041 and improvements, if any, located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term “Improvements” shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term “Property” shall mean and include the above-referenced parcel of land, the Improvements, and all singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property is subject to the CRL and the Dissolution Act.

1B. United States Postal Service.

The United States Postal Service (“USPS”) currently leases a portion of the Property identified as Assessor’s Parcel Number 727-193-028 depicted on the site map attached hereto as Exhibit “F” and incorporated herein by this reference (“USPS Leasehold”) pursuant to that certain Lease dated on about October 5, 2010 between Seller (as landlord) and USPS (as tenant) (“USPS Lease”). A copy of the USPS Lease is attached hereto as Exhibit “F-1” and incorporated herein by this reference. The term of the USPS Lease expires on October 4, 2020. As a condition precedent to the Close of Escrow hereunder Buyer shall be required, among other things, to assume the obligations of Seller under the USPS Lease for the duration of the existing term. In connection with Buyer’s assumption of the USPS Lease, Seller and Buyer shall execute an assignment and assumption agreement substantially conforming in form and substance to that certain Assignment and Assumption Agreement attached hereto as Exhibit “G” and incorporated herein by this reference (“Assignment and Assumption Agreement”), and comply with the USPS Change of Owner Requirements set forth in Exhibit “H” attached hereto and incorporated herein by this reference. In addition to Buyer’s obligations herein, concurrently with the Close of Escrow, Buyer shall execute and deliver to the Escrow Holder, the following documents (collectively, “USPS Assignment and Assumption Documents”):

- i. Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption, substantially conforming in form and substance to Exhibit “I” attached hereto and incorporated herein by this reference (“USPS Certificate of Transfer”);
- ii. Real Estate Conflict of Interest Certification, substantially conforming in form and substance to Exhibit “J” attached hereto and incorporated herein by this reference (“USPS Conflict of Interest”);
- iii. Supplier and Payee Electronic Funds Transfer (EFT) Enrollment form, substantially conforming in form and substance to Exhibit “K” attached hereto and incorporated herein by this reference (“USPS EFT Form”);
- iv. Information Sheet for New Owners, substantially conforming in form and substance to Exhibit “L” attached hereto and incorporated herein by this reference (“Information Sheet for New Owners”);

- v. Mortgagee's Agreement (to be executed and attached to the USPS Lease), substantially conforming in form and substance to Exhibit "M" attached hereto and incorporated herein by this reference ("USPS Mortgagee Agreement"); and
- vi. W-9 request for Tax Payer Identification Number and Certification, substantially conforming in form and substance to Exhibit "N" attached hereto and incorporated herein by this reference ("USPS W-9").

2. Acquisition.

a. Board of Supervisor's Approval. The conveyance of the Property by Seller shall be subject to the approval of Seller's Board of Supervisors. Seller shall give Buyer written notice of the approval by the Board of Supervisors ("Board of Supervisor's Approval").

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Two Hundred Twenty Five Thousand Dollars (\$225,000) ("Purchase Price"), which Seller and Buyer agree is the fair market value of the Property based on an Appraisal Report prepared by Michael J. Francis, M.A.I., dated May 25, 2015.

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

a. Buyer's Deposit. On the Opening Date (defined below), Buyer shall deposit ten percent (10%) of the total Purchase Price totaling Twenty-Two Thousand Five Hundred Dollars, (\$22,500) ("Deposit") with the Escrow Holder. The Deposit shall be refundable in full if Buyer terminates the Escrow prior to the expiration of the Due Diligence Period (as defined below) and absent an uncured default by Buyer.

b. Closing Funds. At least one (1) day prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the balance of the Purchase Price after application of the Deposit. All escrow, recording and title insurance costs shall be paid by Buyer in accordance with Paragraph 10 below.

4. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in Paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and/or be bound by any reasonable or customary supplemental joint order escrow instructions of either party, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with,

amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before ninety (90) days after the date of the Board of Supervisor's Approval, unless extended in writing by the mutual written agreement of the parties ("Closing Date"). In the event the Close of Escrow does not occur ninety (90) days after the Opening Date, Escrow Holder shall deposit the Deposit and any other funds deposited by Buyer to be used towards the Purchase Price and the Escrow, in an interest bearing account. Any interest accrued in such account shall be applied toward payment of the Purchase Price and any remaining balance shall be returned to Buyer upon the Close of Escrow.

c. Due Diligence Period. Buyer shall have sixty (60) days from the date of the Board of Supervisor's Approval to inspect the Property and Due Diligence Materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of the Deposit without further instructions from the parties. In the event of a cancellation of Escrow caused by Buyer, Buyer shall pay any Escrow cancellation fees. In addition, Seller shall have the right to terminate this Agreement without cause, prior to the expiration of the Due Diligence Period, provided such termination is not due to Seller accepting a higher offer from another proposed purchaser of the Property, and further provided Seller notifies Buyer in writing prior to such expiration date. After Seller's cancellation, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its Deposit.

5. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey good and marketable fee simple title to the Property by the Grant Deed, subject only to the following approved conditions of title ("Approved Condition of Title"):

- a. A lien to secure payment of real estate taxes, not delinquent;
- b. Matters created by or with the written consent of Buyer;
- c. Exceptions which are disclosed by the Title Report described in Paragraph 7.a.(1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 7.a.(2) hereof; and
- d. The lien of the unrecorded USPS Lease.

6. Title Policy. Title shall be evidenced by the willingness of the Title Company to issue its CLTA Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit or prior to the dates designated below for the satisfaction of such conditions:

(1) Due Diligence Materials/Title. Within ten (10) business days of the Opening Date, Seller will deliver to Buyer copies of the following items, if and to the extent such items are in Seller's possession (collectively referred to herein as the "Due Diligence Materials"): (i) a Preliminary Title Report dated June 17, 2016, ("Title Report") for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; (ii) a copy of the unrecorded USPS Lease; (iii) any and all environmental reports relating to the Property; (iv) surveys; (v) soils reports; and (vi) site plans for the Property.

(2) Review and Approval of Due Diligence Materials. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, at Buyer's sole cost and expense, the Due Diligence Materials. Failure of Buyer to give disapproval of the Due Diligence Materials, in a writing delivered by Buyer to Seller on or before the expiration of the Due Diligence Period, shall be deemed to constitute Buyer's approval of all Due Diligence Materials. If Buyer disapproves or conditionally approves any matters of title shown in the Title Report, then Seller may, within ten (10) days after its receipt of Buyer's notice of disapproval of the Due Diligence Materials, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's notice, or if, despite its reasonable efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder or released to

Seller pursuant to this Agreement, without further instructions from the parties and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in Paragraph 14 shall be true and correct in all material respects as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

(5) Inspections and Studies. Prior to the expiration of the Due Diligence Period, Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne solely by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Such right of entry shall also be subject to that certain Right of Entry Agreement executed by Buyer and Seller a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's Board of Supervisors, directors, officers, shareholders, employees, consultants, representatives, contractors and agents from and against any and all personal injuries, damage to the Property and mechanics' liens, arising out of any such entry by Buyer or its agents, designees, contractors, subcontractors, or representatives onto the Property. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to consult with any party for any purpose relating to the Property. Notwithstanding the foregoing, Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation a "Phase II" environmental assessment, without in each instance first obtaining Seller's written consent, which consent shall not be unreasonably withheld. In conducting any inspections, tests or studies, Buyer and its authorized agents and representatives shall (a) not materially interfere with the operation, use and maintenance of the Property, (b) except for normal damage incidental to studies, inspections, investigations and tests, not

damage any part of the Property or any personal property owned or held by any third party, (c) not injure or otherwise cause bodily harm to Seller or any of its respective agents, contractors and employees or any other third party, (d) promptly pay when due, the cost of all inspections, tests or studies, (e) not permit any liens to attach to the Property by reason of the exercise of their rights under this Paragraph 7.a.(5), (f) restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken and, (g) not reveal or disclose any information obtained prior to the Close of Escrow concerning the Property to anyone outside of Buyer or its attorneys, except to the extent required by applicable law or court order. Seller shall be provided an opportunity to have a representative of Seller present during any testing. Prior to any entry onto the Property by Buyer or Buyer's representatives, Buyer shall furnish to Seller a copy of a certificate of insurance or self-insurance evidencing that Seller has been added as an additional insured to Buyer's general policy of liability insurance with the liability limit required in the Right of Entry Agreement (Exhibit "D") in connection with entry onto the Property. If the Close of Escrow does not occur for any reason other than the default of Seller, Buyer agrees to give to Seller copies of reports, studies, investigations or other work product of third party professionals retained by Buyer in connection with Buyer's due diligence activities.

b. Conditions Precedents to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):

- (1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer;
- (2) Assignment and Assumption. Buyer shall have executed and delivered to Seller that certain Assignment and Assumption Agreement, substantially conforming in form and substance to Exhibit "G" attached hereto and incorporated herein by this reference;
- (3) USPS Documents. Buyer shall have executed and delivered into Escrow the following documents:
 - a. USPS Certificate of transfer
 - b. USPS Conflict of Interest
 - c. USPS EFT Form
 - d. Information Sheet for New Owners
 - e. USPS Mortgagee Agreement
 - f. USPS W-9
 - g. Any other document required by the USPS in connection with the assignment and assumption of the USPS Lease by Seller and Buyer.

(4) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Nonforeign Affidavit. A Certificate of Nonforeign Status (Seller's Certificate), duly executed by Seller.

b. Grant Deed. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, substantially similar to Exhibit C.

c. USPS Assignment and Assumption Agreement. The Assignment and Assumption Agreement, executed by Seller, substantially conforming in form and substance to Exhibit "G." Seller shall also deposit with Escrow Holder security deposits, if any, received from USPS in connection with the USPS Lease. Such security deposits, if any, shall be transferred to Buyer upon the Close of Escrow.

d. USPS Certificate of Transfer.

e. Within five (5) days prior to the Closing Date, Buyer shall have received and approved an estoppel certificate ("Tenant Estoppel Certificate") to be dated not more than thirty (30) days prior to the Closing Date, duly executed by USPS. Buyer shall have the right to disapprove such Tenant Estoppel Certificate if it reveals facts or claims by USPS that are materially inconsistent with the Materials provided by Seller, and upon such disapproval this Agreement shall be deemed to automatically terminate, the Deposit shall be returned to Buyer without additional instruction, and the parties shall have no further obligation or liability to each other except as may expressly survive any such termination. The form of the Tenant Estoppel Certificate is attached hereto as Exhibit "E." Seller shall approve the Tenant Estoppel Certificate if, upon delivery by Seller as required in the paragraph, such certificate contains similar USPS confirmations, representations and warranties contained in Exhibit "E."

9. Deposits by Buyer. At least five (5) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Funds. The funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 3 above.

b. Intentionally Deleted.

c. USPS Assignment and Assumption Agreement. The Assignment and Assumption Agreement, executed by Buyer, substantially conforming in form and substance to Exhibit "G."

d. USPS Documents. Buyer shall execute and deliver the following documents with the Escrow Holder:

- i. USPS Certificate of transfer
- ii. USPS Conflict of Interest
- iii. USPS EFT Form
- iv. Information Sheet for New Owners
- v. USPS Mortgagee Agreement
- vi. USPS W-9
- vii. Any other document required by the USPS in connection with the assignment and assumption of the USPS Lease by Seller and Buyer.

10. Costs and Expenses. The cost and expense of the Title Policy attributable to CLTA coverage, plus the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. Buyer shall pay the Escrow Holder's customary charges to Buyer and Seller for document drafting, recording, and miscellaneous charges. Except as otherwise provided herein, each party shall be responsible for their respective legal fees and costs in connection with this transaction. All other costs and expenses shall be allocated as provided in this Paragraph 10.

11. Prorations. All rents and property taxes shall be prorated as of Close of Escrow. For purposes of calculating proration, Buyer shall be deemed to own fee title to the Property (and therefore entitled to all revenue therefrom and responsible for expenses thereon) commencing on the date the Close of Escrow occurs. All proration will occur on the date of the Close of Escrow based on a thirty (30) day month. The obligations of the parties pursuant to this Paragraph 11 shall survive the Close of Escrow and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

12. Taxes. Seller is responsible for all real and personal property taxes and assessments accruing on the Property before the Close of Escrow. Buyer is responsible for all real and personal property taxes and assessments accruing on the Property on and after the Close of Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Grant Deed, Assignment and Assumption Agreement, and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records").

c. Funds. From funds deposited by Buyer with Escrow Holder, disburse the balance of the Purchase Price, after deduction for all items chargeable to the account of Buyer, to Seller; and disburse funds for all items chargeable to the account of Seller in payment of such costs from funds deposited by Seller over and above the Purchase Price; and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate, executed by Seller, and, when issued, the Title Policy, to Buyer.

e. Documents to Seller. Deliver, when issued, the Title Policy, to Seller and the USPS Assignment and Assumption Documents for submission to the USPS.

f. Documents to USPS. Deliver the fully executed USPS Assignment and Assumption Documents, and any other document required by the USPS in connection with the assignment and assumption of the USPS Lease by Seller and Buyer, to the USPS.

g. Reporting Person. Buyer and Seller hereby acknowledge and agree that the Escrow Holder is designated as the "Reporting Person" for the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code.

14. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's actual knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. To the best of Seller's actual knowledge, no consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. Violations of Law. To the best of Seller's actual knowledge, Seller has not received written notice of any outstanding violations, past or present, of any governmental laws,

ordinances, rules, requirements or regulations of any governmental agency, body or subdivision thereof bearing on the Property, and Seller has no actual knowledge or reason to have knowledge of any condition which constitutes such a violation.

e. Condemnation. There are no pending, or, to the best of Seller's actual knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's actual knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. To the best of Seller's actual knowledge, there are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Title Report, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's actual knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with Paragraph 7.a hereof is true and correct.

i. Occupancy Agreements. Except for the USPS Lease, to the best of Seller's actual knowledge, there are no written leases, written subleases, occupancies or tenancies in effect pertaining to the Property, and Seller has no actual knowledge of any oral agreements with anyone, with respect to the occupancy of the Property.

j. Hazardous Substances. To the best of Seller's actual knowledge no Hazardous Substances (defined below) exist now or have been used or stored on any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property in compliance with all applicable Environmental Laws (defined below).

k. Buyer's Knowledge. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no liability, obligation or responsibility of any kind to Buyer or any party claiming by, under or through Buyer with respect to any of the representations and warranties contained in Paragraphs 14.a through 14.j above if, prior to the Closing, Buyer has knowledge from any source prior to the Closing (including the Due Diligence Materials or any documents provided to Buyer by any third party) that contradicts any of the foregoing representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement.

1. Maximum Liability to Seller. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller's aggregate liability for any and all breaches of its representations and warranties herein prior to the Closing exceed Eleven Thousand Two Hundred and Fifty Dollars (\$11,250) if the Closing shall have occurred. This Paragraph 14.1 shall not be applicable to a default by Seller prior to the Closing, such pre-closing default being governed by Paragraph 21.b hereof.

Seller's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

The term, "Hazardous Substance(s)" used herein shall mean any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any Environmental Law.

The term, "Environmental Law(s)" used herein shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

15. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and no other action is requisite to the execution and delivery of this Agreement by Buyer.

b. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and is, or, as to all documents to be executed by Buyer at the Close of Escrow, will be, legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

c. Buyer's representations and warranties made in this Paragraph 15 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

16. Intentionally Deleted.

17. HOLD HARMLESS/INDEMNIFICATION. Buyer shall indemnify and hold harmless Seller, the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts of Buyer its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Buyer, its officers, employees, subcontractors, agents or representatives Indemnities from this Agreement. Buyer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Buyer, Buyer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Seller; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Buyer's indemnification to Indemnitees as set forth herein. Buyer's obligation hereunder shall be satisfied when Buyer has provided to Seller the appropriate form of dismissal relieving Seller and the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Buyer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Buyer from indemnifying the Indemnitees to the fullest extent allowed by law.

18. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

a. Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except those which expressly survive the termination of this Agreement, or

b. Continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the

person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, or (c) if given by electronic mail or facsimile, when sent. Any notice, request, demand, direction, or other communication sent by electronic mail or facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer: FD Partners LLC
1000 N. Western Ave., Suite 200
San Pedro, California 90732
Phone: (650) 400-4030

With a copy to: Richard G. Feld
30320 Rancho Viejo Road, Suite 101
San Juan Capistrano, CA 92675

To Seller: Successor Agency to the Redevelopment Agency for the
County of Riverside
c/o County of Riverside, Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 92501

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

20. Assignment. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller, which consent may be withheld, conditioned or delayed in Seller's sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement without the consent of Seller to any person or entity controlled by Buyer, Joseph Rich or Rich Development Enterprises, provided (i) such entity is a legal person or entity which was formed and is operating under laws of one of the United States and is certified to do business in the State of California, and (ii) Buyer delivers to Seller a fully executed assignment and assumption agreement, first approved as to form and content by Seller and County Counsel, in Seller and County Counsel's discretion, wherein Buyer assigns and delegates its rights and obligations under this Agreement to the assignee and the assignee accepts and assumes all such rights and obligations.

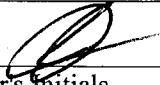
21. Legal and Equitable Enforcement of this Agreement.

a. Default. In the event of a default under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) business days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subparagraph (b) below.

b. Remedies.

(1) Default by Seller. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur by reason of any uncured default by Seller, Buyer shall be entitled to terminate this Agreement in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Buyer shall be entitled to the return of the Deposit and the Closing Funds (if deposited with Escrow). Buyer hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Seller as a result of any uncured default by Seller under this Agreement.

(2) Default by Buyer. IN THE EVENT THE CLOSE OF ESCROW AND THE ACQUISITION OF THE PROPERTY BY BUYER DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF AN UNCURED DEFAULT OF BUYER AFTER NOTICE AND OPPORTUNITY TO CURE, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), THE DEPOSIT IN THE AMOUNT OF TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$22,500) THE RETURN TO SELLER OF THE DEPOSIT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NOTHING HEREIN SHALL BE DEEMED TO LIMIT OR OTHERWISE AFFECT BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.



Buyer's Initials

Seller's Initials

c. Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

22. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "Natural Hazard Matters"). Seller has engaged or will engage the services of a third-party (who, in such capacity, is herein called the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a (as amended) and to report the result of its examination to Buyer and Seller in writing.

23. AS-IS Condition of Property.

a. AS-IS. Buyer specifically acknowledges, represents and warrants that prior to Close of Escrow, Buyer and its agents and representatives will have thoroughly inspected the Property and observed the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. By Buyer purchasing the Property and upon the occurrence of the Close of Escrow, Buyer waives any and all right or ability to make a claim of any kind or nature against Seller, and each of its Board of Supervisors, commissioners, directors, officers, employees, representatives, Property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively "Releasees") for any and all deficiencies or defects in the physical characteristics and condition of the Property which would be disclosed by such inspection and expressly agrees to acquire the Property with any and all of such deficiencies and defects and subject to all matters disclosed by Seller herein or in any separate writing with respect to the Property. Buyer further acknowledges and agrees that except for any representations expressly made by Seller in Paragraph 14 of this Agreement neither Seller or any of Seller's Board of Supervisors, employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Property, the size of the Improvements (including without limitation, any

discrepancies in square footage, the present use of the Property or the suitability of Buyer's intended use of the Property. Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property shall be deemed furnished to Buyer without any warranty of any kind from or on behalf of Seller. Buyer hereby represents and warrants to Seller that Buyer has performed an independent inspection and investigation of the Property and has also investigated and has knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further represents that, except for any representations expressly made by Seller in Paragraph 14 of this Agreement, it shall acquire the Property solely upon the basis of its independent inspection and investigation of the Property, including without limitation, (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and groundwater, or whether the Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (ii) the dimensions or lot size of Property or the square footage of the Improvements thereon or of any tenant space therein, (iii) the development or income potential, or rights of or relating to, the Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of such Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity (including, without limitation, the American with Disabilities Act), (vi) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (vii) the quality of any labor and materials used in any Improvements, or (viii) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property.

b. No Obligation to Repair. Any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.

c. No Merger. The provisions of this Paragraph 23 shall survive the Close of Escrow and shall not be deemed merged into any instrument or conveyance delivered at the Close of Escrow.

24. Miscellaneous.

a. Compliance with Laws. Buyer shall comply with all applicable Federal, State and local laws and regulations. Buyer will comply with all applicable County of Riverside and Seller policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Buyer shall comply with the more restrictive law or regulation.

b. Effective Date. The effective date of this Agreement shall be the date this Agreement is executed by Seller ("Effective Date").

c. Administration/Agreement Liaison. The Deputy County Executive Officer of Seller, or designee, shall implement and administer this Agreement on behalf of Seller.

d. Nonliability of Seller Officials and Employees. No member, official, employee or consultant of the Seller shall be personally liable to the Buyer, or any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Buyer or to its successor, or on any obligations under the terms of this Agreement.

e. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

f. Required Actions of Buyer and Seller; Further Assurances. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

g. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

i. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

j. Broker. Buyer and Seller each represent and warrant to the other party that neither has dealt with or engaged a broker in connection with this transaction. Buyer agrees to indemnify and save harmless Seller from and against all claims, costs, liabilities and expenses (including court costs and reasonable attorney's fees) incurred by the Seller as a result of a breach of this representation.

k. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

l. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

m. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

n. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

o. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

p. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

q. Entire Agreement. This Agreement, including any attachments or exhibits, supersedes any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

r. Successors and Assigns; Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

s. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

t. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties

waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

u. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than seller and buyer according to the provisions contained herein, or cause Seller to be responsible in any way for the debts or obligations of Borrower, or any other party.

25. Use Restrictions. The parties hereto acknowledge and agree that the covenants, conditions and restrictions set forth in the Grant Deed attached hereto as Exhibit C (collectively, "Covenants") are an integral part of this Agreement, and that Seller would not have agreed to sell the Property if such Covenants were not included in said Grant Deed. The parties acknowledge and agree that the Covenants are reasonably related to one or more legitimate objectives of the Seller. Buyer, on behalf of itself, its successors and assigns, agrees to abide by said Covenants, and to include said Covenants, or a reference to the Covenants set forth in the recorded Grant Deed, in all deeds executed by Buyer, its successors and assigns.

[Remainder of page intentionally blank]

[Signatures on following page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL (I) APPROVED BY THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE AND EXECUTED BY ITS CHAIR, AND (II) APPROVED BY THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

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

SELLER:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE, a public entity

BUYER:

FD PARTNERS, LLC., a California limited liability
company

By: _____
~~John Benoit~~, Chairman
Board of Supervisors

JOHN TAVAGLIONE By: _____
Joseph W. Rich, Manager

Dated: _____

Dated: 11-10-2016

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: Shaila R. Brown
Shaila R. Brown,
Deputy County Counsel

Acceptance by Escrow Holder: _____

Lawyers Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow.

Dated: _____

Lawyers Title Company

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

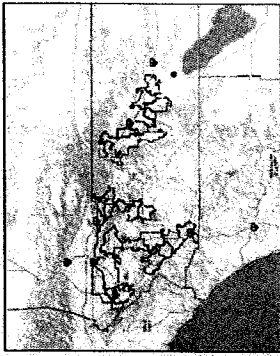
All that real property located in the County of Riverside legally described as follows:

LOTS 7,8,9,10 AND 11 THROUGH 18, IN BLOCK 85 OF AMENDED MAP OF MECCA TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APNS: 727-193-027, 727-193-028 AND 727-193-041

SEC 2nd St and Date Palm Ave. Mecca

727-193-027, 727-193-028 and 727-193-041



Legend

- City Boundaries
- Cities
- World Street Map



0 133 266 Feet

266 Feet



REPORT PRINTED ON... 10/25/2016 4:55:15 PM

© Riverside County RCIT GIS

Notes

FD Partners LLC

"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Recorded at request of and return to:
County of Riverside
Economic Development Agency
Real Property Division
3403 10th Street, Suite 400
Riverside, CA 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: LRPMP
APN: 727-193-027, 727-193-028
727-193-041

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency for the County of Riverside, a public entity ("Grantor") hereby grants to FD PARTNERS, LLC., a California limited liability company, the real property in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records ("Property").

1. The Grantee covenants and agrees for itself, its successors, its assigns and 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 any basis listed in subdivision (a) or (d) of Section 12955 of the 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 Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.

2. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Grantee, its successors and assigns shall refrain from restricting the rental, sale or lease of the Property on the basis of the race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein 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 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 Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee 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. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenants shall run with the land."

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

(c) In contracts: "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

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 Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the land. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.”

3. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

4. Every covenant and condition and restriction contained in this Grant Deed shall remain in effect in perpetuity.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this _____ day of _____, 2016.

GRANTOR:

Successor Agency to the Redevelopment
Agency to the County of Riverside, a public
entity

By: _____
Alex Gann,
Deputy County Executive Officer

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown,
Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

LOTS 7, 8, 9, 10 AND 11 THROUGH 18, IN BLOCK 85 OF AMENDED MAP OF MECCA TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO'S: 727-193-027, 727-193-028 and 727-193-041

EXHIBIT D

RIGHT OF ENTRY AGREEMENT

(behind this page)

RIGHT OF ENTRY AGREEMENT

91279-91307 2nd Street, Mecca, CA

This Right of Entry Agreement (“Agreement”) is made and entered into this _____ day of _____, 2016, between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity (“Grantor”), and FD PARTNERS, a California limited liability company (“Grantee”). Grantor and Grantee are collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. Grantor is the current owner of that certain real property located at the 91279 to 91307 2nd Street, Mecca, California also known as Assessor Parcel Number 727-193-027, 727-193-028 and 727-193-041, as legally described in Exhibit “A” attached hereto and incorporated herein by this reference (“Property”), and has the right to grant to Grantee permission to enter upon and use the Property.
- B. Grantor and Grantee have entered into an Agreement of Purchase and Sale with Joint Escrow Instructions (“Purchase and Sale Agreement”) dated _____, 2016 providing for the sale of the Property by Grantor to Grantee.
- C. Grantee desires to obtain Grantor’s permission to enter upon and use the Property, on a temporary basis, for soils testing and other due diligence on the Property prior to the sale of the Property.
- D. Grantor is agreeable to allowing Grantee such access to the Property on a temporary basis, for soils testing and other due diligence on the Property, as more specifically set forth below.

NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

AGREEMENT

1. Right of Entry. Grantor hereby grants to Grantee, its agents, employees and contractors a temporary, non-exclusive, right of entry onto the Property to perform soils testing and other due diligence as more specifically set forth in the Scope of Activities attached hereto as Exhibit "B" and incorporated herein by this reference, and for no other purpose (collectively the "Permitted Purpose"). Grantee will enter the Property entirely at its own cost, risk and expense. Grantee agrees that the Permitted Purpose shall be completed in accordance with any permits and authorization issued by any governmental entity having jurisdiction over the Property in connection with the Permitted Purpose. Grantee and/or its duly authorized employees', agents', consultants', independent contractors' (collectively, "Grantee Representatives") use of the Property shall not interfere with the use and enjoyment of the Property by Grantor and/or its directors, officers, members, employees, agents and independent contractors (collectively, "Grantor Representatives"), or anyone claiming under or through them. Grantee shall not permit any other party associated with Grantee, except the Grantee Representatives, to enter onto the Property during the term of this Agreement without the prior written consent of the Grantor's Deputy County Executive Officer or designee, which may be withheld in his or her sole and absolute discretion. Grantee and the Grantee Representatives shall not perform any work other than the Permitted Purpose upon the Property. Grantee acknowledges and agrees that Grantee shall not be entitled to any reimbursement or repayment for any work, including, but not limited to the Permitted Purpose, performed upon the Property pursuant to this Agreement

2. Term. The term of this Agreement shall commence on the Effective Date (defined below) and shall automatically terminate three (3) months thereafter, unless extended or terminated earlier as provided herein. No later than thirty (30) days before the expiration of the term, Grantee may request in writing to Grantor for an extension of the term, which may be granted or withheld in the sole and absolute discretion of Grantor. This Agreement is subordinate to all prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights

inconsistent with the reasonable exercise by Grantee of the rights under this Agreement. The "Effective Date" shall be the date this Agreement is signed by Grantor.

3. Consideration. In consideration of Grantor's granting of the right of entry set forth in this Agreement, Grantee shall promptly provide Grantor with a copy of all reports and test results arising from this Agreement, without creating any liability for Grantee or the preparer of such reports.

4. Notice of Work. Prior to entry upon the Property, Grantee shall notify the Grantor representatives identified in in this Section 4 below by written and oral communication, which may include email, of Grantee's intent to enter the Property, with such notice being provided at least one (1) week prior to the intended date of entry and commencement of any work, and shall include information regarding the length of time that Grantee will be on the Property.

Grantor Representative: Successor Agency to the Redevelopment Agency
 for the County of Riverside
 C/O Economic Development Agency
 Real Estate Division
 3403 10th Street, Suite 400, Riverside, CA 92501
 Attention: Yolanda King

5. Liens. Grantee shall not permit any lien to be placed against the Property, or any part thereof, as a result of Grantee's activities under this Agreement, including, but not limited to liens by design professionals', mechanics', material man's contractors' or subcontractors' liens, and shall ensure that any such lien is removed or bonded to the Grantor's satisfaction within ten (10) days of recording. Grantee acknowledges and agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed or recorded against the Property, or any part thereof.

6. Indemnification; Hold Harmless. Grantee shall indemnify and hold harmless Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any

act or omission of Grantee, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with Grantee's use of the Property or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. Grantee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. The obligations set forth in this paragraph shall survive the termination of this agreement.

With respect to any action or claim subject to indemnification herein by Grantee, Grantee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Grantor; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantee's indemnification to Grantor as set forth herein.

Grantee's obligation hereunder shall be satisfied when Grantee has provided to Grantor the appropriate form of dismissal relieving Grantor from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Grantee's obligations to indemnify and hold harmless the Grantor herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Grantee from indemnifying the Grantor to the fullest extent allowed by law.

Grantee's obligations set forth in this Section 6 shall survive the expiration and/or earlier termination of this Agreement.

7. Insurance. Without limiting or diminishing Grantee's obligation to indemnify or hold the Grantor harmless, Grantee shall procure and maintain or cause to be procured and maintained, at its sole cost and expense, the following insurance coverage's during the term of this

Agreement. In respects to the insurance section, the Grantor herein refers to the Successor Agency to the Redevelopment Agency for the County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives as Additional Insureds.

7.1 Workers' Compensation. If Grantee has employees as defined by the State of California, Grantee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

7.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Grantee's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

7.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Grantee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

7.4 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)

unless such requirements are waived, in writing, by the Grantor Risk Manager. If the Grantor's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Grantee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Grantor Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Grantor, and at the election of the Country's Risk Manager, Grantee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Grantor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Grantee shall cause Grantee's insurance carrier(s) to furnish the Grantor with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Grantor Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Grantor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate unless the Grantor receives another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Grantee shall not commence operations until the Grantor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do*

so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that Grantee's insurance shall be construed as primary insurance, and the Grantor's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of the Agreement; or, there is a material change in the scope of entry or permitted activities under this Agreement; or, the term of this Agreement, including any extensions thereof, exceeding five (5) years; the Grantor reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Grantor Risk Manager's reasonable judgment, the amount or type of insurance carried by Grantee has become inadequate.

6) Grantee shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Grantor.

8) Grantee agrees to notify Grantor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. Compliance with Laws. Grantee shall, and shall cause its contractors, agents and employees to, conduct all activities undertaken pursuant to this Agreement in compliance with applicable federal, state and local laws, statues, ordinances, rules, regulations and orders. Without limiting the generality of the foregoing, Grantee shall secure, at its sole cost and expense, any and all permits and approvals which may be required by any applicable law, rule, regulation or ordinance, for Grantee's conduct of the activities contemplated in this Agreement.

9. Inspection. Grantor, its representatives, employees, agents and independent contractors shall have the right enter and inspect the Property or any portion thereof, including, but not limited to any improvements, at any time and from time to time at reasonable times to

verify Grantee's compliance with the terms and conditions of this Agreement.

10. Non-Exclusive Nature of Grant. Grantee acknowledges and agrees that the rights granted to Grantee hereunder are temporary and non-exclusive.

11. No Real Property Interest; No Possessory Interest. Grantee expressly understands, acknowledges and agrees that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property, or any portion thereof, to Grantee.

Grantee further acknowledges and agrees that Grantor's grant of the right of entry to use the Property pursuant to this Agreement creates no possessory interest in the Property and therefore Grantee shall abandon the use of the Property without the necessity of a judicial proceeding by the Grantor no later than the expiration of this Agreement, or, in the event of an earlier termination of this Agreement, Grantee shall abandon the use of the Property immediately upon such earlier termination. Grantee further acknowledges and agrees that any failure to abandon the use of the Property upon expiration or termination of this Agreement shall constitute a trespass. This Agreement is intended to be for a short term duration.

12. Condition of The Property. The Property is licensed to Grantee in an "as is" condition, existing as of the Effective Date of this Agreement. Grantee shall not construct any temporary or permanent improvements or make any material changes to the Property as part of Grantee's use of the Property without Grantor's prior written consent, which may be withheld in its sole and absolute discretion. Such prohibition on construction of improvements or material changes to the Property shall include but shall not be limited to any signs, paving, construction of fencing, retaining walls, buildings or structures, or the removal of any living trees.

13. Protection and Restoration of Property. Grantee, its employees, agents, contractors and subcontractors, shall protect the Property, including all improvements and the natural resources thereon, at all times at Grantee's sole cost and expense, and Grantee, its employees, agents, contractors and subcontractors, shall strictly adhere to the following restrictions:

13.1 Grantee shall not commit waste upon the Property;

13.2 Grantee shall not permit any dangerous condition to be created on the Property as a result of the activities of Grantee or the Grantee Representatives;

13.3 Grantee shall not place or dump garbage, trash or refuse anywhere upon or within the Property;

13.4 Grantee shall not commit or create, or suffer to be committed or created, a hazardous condition and/or nuisance to exist upon the Property;

13.5 Grantee shall not cut, prune or remove any native trees or brush upon the Property, except for the elimination of safety hazards, without first obtaining Grantor's written consent. Grantee shall take all necessary precautions to prevent the import and/or release into the environment of any hazardous materials which are imported to, in, on or under the Property during the performance of the Permitted Purpose. If hazardous materials are imported onto the Property as a result of the performance of the Permitted Purpose, Grantee shall be solely responsible for removing such imported hazardous materials in conformance with all governmental requirements. Grantee shall report to grantor, as soon as possible after each incident, any incidents with respect to the environmental condition of the Property;;

13.6 Grantee shall not disturb, move or remove any rocks or boulders upon the Property, except as necessary for the elimination of safety hazards, without the prior written consent of Grantor;

13.7 Grantee shall exercise due diligence in order to protect the Property from damage, destruction by fire, vandalism or other causes;

13.8 Grantee shall remove all debris generated by Grantee, its employees, agents, contractors and subcontractors on the Property; and

13.9 Grantee shall not damage the Property in the process of performing its contemplated activities under this Agreement.

Upon the termination or expiration of this Agreement, and provided that the Property has not been conveyed to Grantee, Grantee shall at its sole cost and expense, cause the Property to be

restored from any damage or material change caused by Grantee or any Grantee Representative to substantially the same condition as the Property was in prior to Grantee's entry onto the Property under this Agreement.

14. Public Safety. Grantee shall, and shall cause its contractors, subcontractors and employees entering the Property to, take necessary and reasonable steps to protect themselves and members of the public from harm resulting from Grantee's activities on the Property, including by wearing highly visible clothing, maintaining strobe lights on vehicles and using a VHF radio when conduction activities on the Property.

15. Termination. In the event that Grantee or a Grantee Representative violates any of the terms or conditions set forth in this Agreement, the Grantor Deputy County Executive Officer or designee, after giving Grantee written notice of such violation and a ten (10) calendar day period within which to cure the same, shall have the right to immediately terminate this Agreement by providing written notice to Grantee of said termination. No termination or expiration of this Agreement shall relieve Grantee of performing any of its obligations required hereunder which were either required prior to or which survive such termination or expiration.

16. Waiver. Any waiver by Grantor of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any term thereof. Failure on the part of the Grantor to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping Grantor from enforcement hereof at a later date.

17. Grantor's Proprietary Capacity. Grantee agrees that Grantor, in making and entering into this Agreement, is acting and shall be deemed to be acting solely in Grantor's proprietary capacity for all purposes and in all respects; and nothing contained in this Agreement shall be deemed directly or indirectly to restrict or impair in any manner or respect whatsoever any of Grantor's governmental powers or rights or the exercise thereof by Grantor, whether with respect to the Property or Grantee's use thereof or otherwise. It is intended that Grantee shall be obligated to fulfill and comply with all such requirements as may be imposed by any governmental

agency or authority of the Grantor having or exercising jurisdiction over the Property in its governmental capacity.

18. Independent Capacity. Grantee shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed or deemed to be agents, officers, or employees of Grantor.

19. Entire Agreement. This Agreement is the result of negotiations between the Parties and no ambiguity in this Agreement shall be construed against the drafter. The Parties declare and represent that no inducement, promise or agreement not set forth herein has been made to them and that this Agreement contains the entire agreement between the Parties regarding the subject matter herein. The terms of this Agreement are contractual and not a mere recital.

20. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.

21. Assignment. This Agreement shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Grantee, whether voluntary or involuntary or by operation of law, nor shall Grantee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof.

22. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

23. Modification. This Agreement may be modified, changed or amended only by a writing signed by the Parties hereto, or their respective successors or assigns.

24. Incorporation of Exhibits. All exhibits to this Agreement are hereby incorporated into this Agreement by reference as though fully set forth at length.

25. Time is of the Essence. Time is of the essence as to every term and condition of this Agreement.

26. Recordation. Neither party shall record this Agreement.

27. Severability. In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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(SIGNATURES ON NEXT PAGE)

RIGHT OF ENTRY AGREEMENT

91279-91307 2nd Street, Mecca, CA

This Right of Entry Agreement (“Agreement”) is made and entered into this _____ day of _____, 2016, between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity (“Grantor”), and FD PARTNERS, a California limited liability company (“Grantee”). Grantor and Grantee are collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. Grantor is the current owner of that certain real property located at the 91279 to 91307 2nd Street, Mecca, California also known as Assessor Parcel Number 727-193-027, 727-193-028 and 727-193-041, as legally described in Exhibit “A” attached hereto and incorporated herein by this reference (“Property”), and has the right to grant to Grantee permission to enter upon and use the Property.
- B. Grantor and Grantee have entered into an Agreement of Purchase and Sale with Joint Escrow Instructions (“Purchase and Sale Agreement”) dated _____, 2016 providing for the sale of the Property by Grantor to Grantee.
- C. Grantee desires to obtain Grantor’s permission to enter upon and use the Property, on a temporary basis, for soils testing and other due diligence on the Property prior to the sale of the Property.
- D. Grantor is agreeable to allowing Grantee such access to the Property on a temporary basis, for soils testing and other due diligence on the Property, as more specifically set forth below.

NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

AGREEMENT

1. Right of Entry. Grantor hereby grants to Grantee, its agents, employees and contractors a temporary, non-exclusive, right of entry onto the Property to perform soils testing and other due diligence as more specifically set forth in the Scope of Activities attached hereto as Exhibit "B" and incorporated herein by this reference, and for no other purpose (collectively the "Permitted Purpose"). Grantee will enter the Property entirely at its own cost, risk and expense. Grantee agrees that the Permitted Purpose shall be completed in accordance with any permits and authorization issued by any governmental entity having jurisdiction over the Property in connection with the Permitted Purpose. Grantee and/or its duly authorized employees', agents', consultants', independent contractors' (collectively, "Grantee Representatives") use of the Property shall not interfere with the use and enjoyment of the Property by Grantor and/or its directors, officers, members, employees, agents and independent contractors (collectively, "Grantor Representatives"), or anyone claiming under or through them. Grantee shall not permit any other party associated with Grantee, except the Grantee Representatives, to enter onto the Property during the term of this Agreement without the prior written consent of the Grantor's Deputy County Executive Officer or designee, which may be withheld in his or her sole and absolute discretion. Grantee and the Grantee Representatives shall not perform any work other than the Permitted Purpose upon the Property. Grantee acknowledges and agrees that Grantee shall not be entitled to any reimbursement or repayment for any work, including, but not limited to the Permitted Purpose, performed upon the Property pursuant to this Agreement

2. Term. The term of this Agreement shall commence on the Effective Date (defined below) and shall automatically terminate three (3) months thereafter, unless extended or terminated earlier as provided herein. No later than thirty (30) days before the expiration of the term, Grantee may request in writing to Grantor for an extension of the term, which may be granted or withheld in the sole and absolute discretion of Grantor. This Agreement is subordinate to all prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights

inconsistent with the reasonable exercise by Grantee of the rights under this Agreement. The "Effective Date" shall be the date this Agreement is signed by Grantor.

3. Consideration. In consideration of Grantor's granting of the right of entry set forth in this Agreement, Grantee shall promptly provide Grantor with a copy of all reports and test results arising from this Agreement, without creating any liability for Grantee or the preparer of such reports.

4. Notice of Work. Prior to entry upon the Property, Grantee shall notify the Grantor representatives identified in in this Section 4 below by written and oral communication, which may include email, of Grantee's intent to enter the Property, with such notice being provided at least one (1) week prior to the intended date of entry and commencement of any work, and shall include information regarding the length of time that Grantee will be on the Property.

Grantor Representative: Successor Agency to the Redevelopment Agency
 for the County of Riverside
 C/O Economic Development Agency
 Real Estate Division
 3403 10th Street, Suite 400, Riverside, CA 92501
 Attention: Yolanda King

5. Liens. Grantee shall not permit any lien to be placed against the Property, or any part thereof, as a result of Grantee's activities under this Agreement, including, but not limited to liens by design professionals', mechanics', material man's contractors' or subcontractors' liens, and shall ensure that any such lien is removed or bonded to the Grantor's satisfaction within ten (10) days of recording. Grantee acknowledges and agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed or recorded against the Property, or any part thereof.

6. Indemnification; Hold Harmless. Grantee shall indemnify and hold harmless Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any

act or omission of Grantee, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with Grantee's use of the Property or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. Grantee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. The obligations set forth in this paragraph shall survive the termination of this agreement.

With respect to any action or claim subject to indemnification herein by Grantee, Grantee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Grantor; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantee's indemnification to Grantor as set forth herein.

Grantee's obligation hereunder shall be satisfied when Grantee has provided to Grantor the appropriate form of dismissal relieving Grantor from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Grantee's obligations to indemnify and hold harmless the Grantor herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Grantee from indemnifying the Grantor to the fullest extent allowed by law.

Grantee's obligations set forth in this Section 6 shall survive the expiration and/or earlier termination of this Agreement.

7. Insurance. Without limiting or diminishing Grantee's obligation to indemnify or hold the Grantor harmless, Grantee shall procure and maintain or cause to be procured and maintained, at its sole cost and expense, the following insurance coverage's during the term of this

Agreement. In respects to the insurance section, the Grantor herein refers to the Successor Agency to the Redevelopment Agency for the County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives as Additional Insureds.

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1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)

unless such requirements are waived, in writing, by the Grantor Risk Manager. If the Grantor's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Grantee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Grantor Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Grantor, and at the election of the Country's Risk Manager, Grantee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Grantor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Grantee shall cause Grantee's insurance carrier(s) to furnish the Grantor with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Grantor Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Grantor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate unless the Grantor receives another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Grantee shall not commence operations until the Grantor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do*

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5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of the Agreement; or, there is a material change in the scope of entry or permitted activities under this Agreement; or, the term of this Agreement, including any extensions thereof, exceeding five (5) years; the Grantor reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Grantor Risk Manager's reasonable judgment, the amount or type of insurance carried by Grantee has become inadequate.

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7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Grantor.

8) Grantee agrees to notify Grantor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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19. Entire Agreement. This Agreement is the result of negotiations between the Parties and no ambiguity in this Agreement shall be construed against the drafter. The Parties declare and represent that no inducement, promise or agreement not set forth herein has been made to them and that this Agreement contains the entire agreement between the Parties regarding the subject matter herein. The terms of this Agreement are contractual and not a mere recital.

20. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.

21. Assignment. This Agreement shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Grantee, whether voluntary or involuntary or by operation of law, nor shall Grantee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof.

22. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

23. Modification. This Agreement may be modified, changed or amended only by a writing signed by the Parties hereto, or their respective successors or assigns.

24. Incorporation of Exhibits. All exhibits to this Agreement are hereby incorporated into this Agreement by reference as though fully set forth at length.

25. Time is of the Essence. Time is of the essence as to every term and condition of this Agreement.

26. Recordation. Neither party shall record this Agreement.

27. Severability. In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Right of Entry Agreement on the dates written below.

GRANTOR:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE, a public entity

By: _____
Alex Gann, Deputy County
Executive Officer

Date: _____

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: *Shaila R. Brown*
Shaila R. Brown, Deputy County Counsel

GRANTEE:

FD PARTNERS. A California limited liability
company

By: *Joseph W. Rich*
Joseph W. Rich, Manager

Date: 11.10.2016

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

LOTS 7, 8, 9, 10 AND 11 THROUGH 18, IN BLOCK 85 OF AMENDED MAP OF MECCA TOWNSITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 93 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO'S: 727-193-027, 727-193-028 and 727-193-041

EXHIBIT "B"

SCOPE OF ACTIVITIES

The scope of activities to be performed under the Right of Entry Agreement ("Agreement") between the Successor Agency to the Redevelopment Agency for the County of Riverside, a public entity ("Grantor"), and FD PARTNERS, a California limited liability company ("Grantee"), include the following:

(1) obtain soil samples and make surveys and tests necessary to determine the suitability of the Property for Grantee's purposes; (2) conduct reasonable investigations on and beneath the Property to determine the presence of hazardous substances; (3) allow Grantee's engineers or architects to obtain data for drawings, calculations, plans and specifications; and (4) other studies reasonably approved by Grantor's Deputy County Executive Officer, or designee, as requested by Grantee to assess the feasibility of the purchase of the Property.

EXHIBIT E

TENANT ESTOPPEL CERTIFICATE

(behind this page)

PACIFIC FACILITIES SERVICE OFFICE



October 6, 2016

County Of Riverside
Redevelopment Agency
Re: Mecca - Main Post Office
3403 10th St Ste 500
Riverside, CA 92501-3658

RE: Tenant Certificate
Mecca, CA- Main Office (054842-001)
Mecca, CA 92254-6515

Dear Landlord:

This is in response to your request for an estoppel.

The United States Postal Service, as tenant on the above referenced property, hereby confirms as follows:

1. That the lease accepted by the U.S. Postal Service on November 7, 2010, for reference and purposes is in full force and effect.
2. That the primary lease term commenced October 5, 2010 and expires October 4, 2015 for a total of five years with an annual rental rate of \$13,825.00 or \$1,152.08 a month. This lease contains one (5) year renewal options, we have exercised the renewal option that commenced October 5, 2015 and expires October 4, 2020 at an annual rental rate of \$15,208.00.
3. That the monthly rent checks are due and payable on the last day of each month to:

County Of Riverside
Redevelopment Agency
Re: Mecca - Main Post Office
3133 Mission Inn Avenue
Riverside, CA 92501-3658

That, to the best of Postal Service's knowledge, there are no known unperformed obligations on the part of the landlord to the tenant. No maintenance inspection has been performed at this facility in response to your request for an estoppel; there may or may not be maintenance obligations due under the lease.

Mecca, CA- Main Office (054842-001)

If events occur which would give the Postal Service the right to cancel this lease for default, the Postal Service shall give prior written notice of any proposed default action to the mortgagee or assignee of monies due or to become due under the lease, if the U.S. Postal Service has been informed in writing of such mortgage or assignment.

It is understood that the foregoing statements are not intended to preclude the Postal Service from requiring the landlord to correct or complete any items of non-compliance with the contract terms which may be subsequently discovered.

The information furnished in this letter is true to the best of my knowledge and is not intended to induce reliance on your part as to the accuracy of the information. I expressly disclaim any responsibility for the accuracy of this information.

Further, you are advised that the Postal Service waives no rights under the lease against the present landlord for any past, present or future breaches of the lease, and the Postal Service expressly reserves the right to offset against future rental payments any repairs which the landlord is obligated under the terms of the lease to make and failed or fails to make, and to offset against future tax payments any incorrect payments of past tax payments, and to offset against future common area maintenance (CAM) charges any incorrect payments of past CAM charges, if applicable.

Finally, with respect to any assignment of future rents due under the lease, your attention is directed to paragraph 4, Assignments, in the General Conditions to USPS Lease.

Please contact me should you have any questions or comments.


Laureen Yamakido
Contracting Officer

1300 EVANS AVE., STE 200
SAN FRANCISCO, CA 94188-8200
TEL: (415) 550-5112
FAX: (415) 550-5205

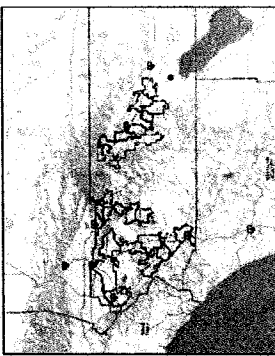
EXHIBIT F

USPS LEASEHOLD SITE MAP



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Mecca Post Office

727-193-028



Legend

-  City Boundaries
-  Cities
- World Street Map



0 133 266 Feet



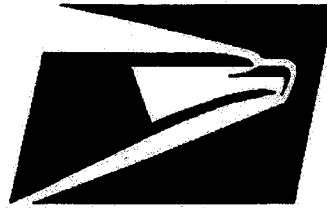
IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 10/25/2016 5:00:49 PM

© Riverside County RCIT GIS

Notes

FD Partners LLC



**UNITED STATES
POSTAL SERVICE™**

Lease

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

OCT 05 2010 4.5



Lease

Facility Name/Location

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

County: Riverside
Lease: F00000282193

This Lease made and entered into by and between COUNTY OF RIVERSIDE, REDEVELOPMENT AGENCY hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a brick/block building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET
Net Interior Floor Space	1,750

Total Site Area: 2,645.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective October 05, 2010 with an expiration date of October 04, 2015, for a total of 5 Years.

3. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$13,825.00 (Thirteen Thousand Eight Hundred Twenty Five and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

COUNTY OF RIVERSIDE
REDEVELOPMENT AGENCY
RE: MECCA, CA - MAIN POST OFFICE
3133 MISSION INN AVENUE
RIVERSIDE, CA 92507-4138

4. **RENEWAL OPTIONS:** The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
10/05/2015	10/04/2020	\$15,208.00

provided that notice is sent, in writing, to the Landlord at least 90 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - USPS Responsibility.

6. **TERMINATION:**

None, except as specified elsewhere in this Lease.

7. **LEGAL DESCRIPTION:**

All that certain plot of land situated on Lots 9 and 10, Block 85, amended map of Mecca Townsite as per Book 9 of Maps page 93, County of Riverside, State of California.



Addendum

Facility Name/Location:

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

County: Riverside
Lease: F00000282193

8. RELOCATION:

In the event the Landlord redevelops the property and/or develops the adjacent property, the Landlord may, at his sole cost and expense, relocate the Postal Service to a mutually agreeable location. Prior to relocation the Landlord and the Postal Service shall agree on annual rent for the new space.



Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

Margaret Asseley
Chairman, Board of Directors

ATTEST:

Kecia Harper-Ihem, deputy
Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:

Pamela J. Walls
Pamela J. Walls, County Counsel
By: *Anita Willis*
Deputy County Counsel

Landlord's Address: Re: Mecca, CA – Main Post Office, 3403 10TH Street, Suite 500, Riverside, CA 92501-3658

Telephone No.: (951) 955-3084 Fax No.: Tax ID: XX-XXX0930

E-mail Address:

Witness

Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b.. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

11/7/10
Date

Laureen A. Yamakido
Laureen A. Yamakido, Contracting Officer

Pacific Facilities Service Office
395 Oyster Point Blvd., Suite 225
South San Francisco CA 94080-0300

OCT 05 2010 45



General Conditions to USPS Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.



General Conditions to USPS Lease

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
1. the date the contracting officer receives the claim (properly certified if required); or
 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.



General Conditions to USPS Lease

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider USPS Responsibility (Partial)

1. The Postal Service shall maintain the demised premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of the Landlord in Paragraph 3 below. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.
2. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Landlord under this Lease.
3. During the continuance of the Lease, the Landlord is responsible for maintenance of, repairs to, and, if necessary, replacement of:
 - a. All common or joint use interior and exterior areas and common or joint use equipment and systems that may be included as part of this lease.
 - b. All structural elements, including but not limited to: the foundation; column supports; bearing walls; floors, not including floor covering.
 - c. All parts of the roof system including, but not limited to: the roof covering; flashing and insulation; roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. The Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.
 - d. Damage resulting from termites and any other wood-eating insects, including inspection, prevention and eradication.
 - e. Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Landlord.
 - f. Damage from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.
 - g. Items of repair performed by the Postal Service due to the failure of any element for which the Landlord is responsible.
 - h. Landlord is responsible for any necessary replacement of the well and septic systems, including lateral fields, during the continuance of the lease. If replacement of either system becomes necessary as a result of the failure of that system, the Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. The Postal Service is responsible for maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system.
4. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.



Maintenance Rider USPS Responsibility (Partial)

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

5. The Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement;
and
 - (2) Postal Service employees; and,
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



Utilities, Services, & Equipment Rider

Facility Name/Location

MECCA - MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

County: Riverside
Lease: F00000282193

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service pays for recurring charges for power for the equipment, provided the power is separately metered for postal consumption.

3. ELECTRICITY

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

8. SNOW

Not Applicable



Lease Amendment

Facility Name/Location

MAIN OFFICE (054842-001)
91307 2ND ST, MECCA, CA 92254-6515

Amendment No: 002

Lease: F00000052904

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 03/26/1999, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

Correct Paragraph 6 of lease dated 3/26/1999 to read Maintenance Rider-USPS to match rider contained in lease.

In all other respects, the Lease shall remain the same and is hereby confirmed.



Lease Amendment

EXECUTED BY LANDLORD this _____ day of _____

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: _____

Name & Title _____ Name & Title _____
Name & Title _____ Name & Title _____
Name & Title _____ Name & Title _____
Name & Title _____ Name & Title _____

Landlord's Address: COUNTY OF RIVERSIDE
REDEVELOPMENT AGENCY
RE: MECCA - MAIN POST OFFICE
3403 10TH ST STE 500
RIVERSIDE, CA Zip+4 92501-3658

Landlord's Telephone Number(s): (951) 955 - 3084
Federal Tax Identification No.: XX-XXX0930

Witness _____ Witness _____

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Laureen Yamakido Contracting Officer Signature of Contracting Officer

Pacific FSO 395 Oyster Point Blvd #225, South San Francisco, CA 94080-0300
Address of Contracting Officer



Lease Amendment

Facility Name/Location MECCA - MAIN OFFICE (054942-001) 91307 2ND ST MECCA CA 92254-9998	Amendment Number 001
Project F60580	

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 03/26/1999 whereby there is leased to the United States Postal Service the above-described postal facility.

WHEREAS the Postal Service desires and Lessor is willing to:
establish the annual rate for the renewal option period.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree to amend the Lease as follows, effective 10/05/2005

The annual rent for the period October 5, 2005 through October 4, 2010 shall be \$16,875 per Paragraph 4 of Lease dated March 26, 1999.

In all other respects, the Lease shall remain the same and is hereby confirmed.

Date: 7/7/03

LILLIAN L. LEON, TRUSTEE

Print Lessor's Name

Lillian L. Leon Trustee
Signature

ROBERT C. LEON, TRUSTEE

Print Lessor's Name

Robert C. Leon
Signature

R C & L L LEON TRUSTEES
INTERVIVOS REVOCABLE TRST • DECLARATION 1986 • 42710 SOMERSET WAY BERI ⁷⁶⁰ (619) 345-0252
Number and Street Name, City, State and ZIP+4 Address of Lessor Telephone Number

Acceptance By The Postal Service

JACK DAVIDSON
Contracting Officer

[Signature]
Signature of Contracting Officer

7/2/03
Date



Lease Amendment

Facility Name/Location MECCA - MAIN OFFICE (054842-001) 91307 2ND ST MECCA CA 92254-9998	Amendment Number 001
--	-------------------------

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 03/26/1999 whereby there is leased to the United States Postal Service the above-described postal facility.

WHEREAS the Postal Service desires and Lessor is willing to:
establish the annual rate for the renewal option period.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree to amend the Lease as follows, effective 10/05/2005

The annual rent for the period October 5, 2005 through October 4, 2010 shall be \$16,875 per Paragraph 4 of Lease dated March 26, 1999.

In all other respects, the Lease shall remain the same and is hereby confirmed.

Date: 7/7/03

LILLIAN L. LEON, TRUSTEE

Lillian L. Leon Trustee
Signature

Print Lessor's Name

ROBERT C. LEON, TRUSTEE

Robert C. Leon
Signature

Print Lessor's Name

R C & L L LEON TRUSTEES

INTERVIVOS REVOCABLE TRST • DECLARATION 1986 • 42710 SOMERSET WAY BERL 760 (619) 345-0252

Number and Street Name, City, State and ZIP+4 Address of Lessor Telephone Number

Acceptance By The Postal Service

JACK DAVIDSON
Contracting Officer

[Signature]
Signature of Contracting Officer

7/21/03
Date

REAMENDGEN (Reol. 96, v1.16, P)



Exercise of Renewal Option

Facility Name/Location MECCA - MAIN OFFICE
91307 2ND STREET MECCA CA 92254-9998

County: RIVERSIDE
Project: F57596

TO R C & L L LEON TRUSTEES
INTERVIVOS REVOCABLE TRST
DECLARATION 1986
42710 SOMERSET WAY
BERMUDA DUNES CA 92201-1399

Certified Mail #: 8654 6133

Issuing Office
Pacific FSO
395 Oyster Point Blvd
So. San Francisco CA 94080-0300

Date of Existing Contract: 03/26/1999

Options available (Number and Years)

1 Option(s) covering 5 Years

Pursuant to the contract with you covering this facility, the Postal Service hereby exercises its option to renew said contract as follows:

Term: 5 years	From (Date): 10/05/2005	To (Date): 10/04/2010	Annual Rate: \$.00 **
---------------	-------------------------	-----------------------	-----------------------

There is/are 0 renewal option(s) remaining. In all other respects the said contract shall remain the same and is hereby confirmed.

Remarks

Renewal rent is pursuant to Paragraph 4 and Addendum of Lease dated March 26, 1999.
Your cooperation in providing continued occupancy of the subject postal facility is sincerely appreciated.
Enclosed is a Designation of Emergency Repair Personnel Form. We require an updated form when exercising the Renewal Option. Please complete the form and return in the attached envelope.

01/08/2003

Name of Contracting Officer
JACK DAVIDSON

Signature

Postmaster. RES District

MARKED DATA



Exercise of Renewal Option

Facility Name/Location **MECCA - MAIN OFFICE**
91307 2ND STREET MECCA CA 92254-9998

County: **RIVERSIDE**
Project: **F57596**

TO
R C & L L LEON TRUSTEES
INTERVIVOS REVOCABLE TRST
DECLARATION 1986
42710 SOMERSET WAY
BERMUDA DUNES CA 92201-1399

Certified Mail #: 8654 6133

Issuing Office
Pacific FSO
395 Oyster Point Blvd
So. San Francisco CA 94080-0300

Date of Existing Contract: 03/26/1999

Options available (Number and Years)
1 Option(s) covering 5 Years

Pursuant to the contract with you covering this facility, the Postal Service hereby exercises its option to renew said contract as follows:

Term: 5 years	From (Date): 10/05/2005	To (Date): 10/04/2010	Annual Rate: \$.00 **
---------------	-------------------------	-----------------------	-----------------------

There is/are 0 renewal option(s) remaining. In all other respects the said contract shall remain the same and is hereby confirmed.

Remarks

** Renewal rent is pursuant to Paragraph 4 and Addendum of Lease dated March 26, 1999.

Your cooperation in providing continued occupancy of the subject postal facility is sincerely appreciated.

Enclosed is a Designation of Emergency Repair Personnel Form. We require an updated form upon exercising the Renewal Option. Please complete the form and return in the attached envelope.

Date
01/08/2003

Name of Contracting Officer
JACK DAVIDSON

Signature

EXHIBIT G

ASSIGNMENT AND ASSUMPTION AGREEMENT

(behind this page)

RECORDING REQUESTED BY AND)
 WHEN RECORDED RETURN TO:)
)
 SUCCESSOR AGENCY TO THE)
 REDEVELOPMENT AGENCY FOR)
 THE COUNTY OF RIVERSIDE)
 c/o County of Riverside,)
 Economic Development Agency)
 Real Estate Division)
 3403 10th Street, Suite 400)
 Riverside, California 92501)
)
 Attention: Yolanda King)

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Exempt from recording fees pursuant to Cal. Govt. Code § 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
 (UNITED STATES POSTAL SERVICE LEASE)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made and entered into on this ___ day of _____, 2016 by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity, in its capacity as successor in interest to the former Redevelopment Agency for the County of Riverside (“Assignor”), and FD PARTNERS, LLC, a California limited liability company (“Assignee”). The Assignor and Assignee are collectively referred to herein as the “Parties.”

RECITALS

- A. The Redevelopment Agency for the County of Riverside (“RDA”) owned that certain real property located in the unincorporated community of Mecca in the County of Riverside, identified as Assessor Parcel Nos. 727-193-027, 727-193-028 and 727-193-041, as more specifically described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference (“Property”).
- B. The RDA and the United States Postal Service (“USPS”) entered into that certain Lease effective October 5, 2015, as amended by that certain Exercise of Renewal Option (collectively “Lease”) wherein the RDA conveyed a leasehold interest in a portion of the Property identified as Assessor’s Parcel Number 727-193-028, as depicted on the Site Map attached hereto as Exhibit “B” and incorporated herein by this reference, (“Leased Premises”) for a five (5) year term which expires on October 4, 2020. The Leased Premises is used as a post-office. A copy of the Lease is attached hereto as Exhibit “C” and incorporated herein by this reference.

- C. Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "CRL"). As a result, the RDA was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173.
- D. Pursuant to the Dissolution Act, all authority, rights, powers, duties and obligations of the former RDA under the CRL (except for housing assets and functions) have been vested in Assignor. Assignor now owns the Property and is the landlord under the Lease.
- E. Assignor (as seller) and Assignee (as buyer) have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated on or about the date hereof ("Purchase and Sale Agreement") wherein Assignor has agreed to convey and Assignee has agreed to acquire the Property, subject to the terms and provisions of the Lease, pursuant to the terms and provisions set forth therein.
- F. The continued operation of the post office on the Leased Premises for the duration of the Lease term is import to Assignor and the community of Mecca.
- G. Pursuant to the Purchase and Sale Agreement, Assignee is required to assume Assignor's right, title, obligations and interest as landlord under the Lease as a condition precedent to the close of escrow thereunder.
- H. Assignor hereby desires to assign its rights and obligations and delegate all of its duties under the Lease and any and all related agreements and documents (collectively, the "Related Agreements"), and Assignee desires to accept such assignment and assume all rights, interest and obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The aforementioned recitals are true and correct and incorporated herein by this reference.
2. Assignor hereby assigns to Assignee all of its right, title, obligations and interest in and to the Lease and any and all Related Agreements, and Assignee hereby accepts such assignment, and assumes all of the obligations of the Assignor under the Lease and any and all Related Agreements, and agrees to be bound thereby in accordance with the terms thereof.
3. Assignee shall assume and perform all executory obligations of Assignor pursuant to the Lease and any and all Related Agreements, without exception.
4. Assignor and Assignee acknowledge that such assignment and acceptance shall fully relieve Assignor of its duty to comply with the obligations under the Lease and the

Related Agreements. Assignee agrees to perform all of the obligations in accordance with the Lease and the Related Agreements.

5. Following the approval, execution and recordation of this Assignment, notice shall be given to any occupants or third parties with a beneficial interest in the Property, the Lease, and the Related Agreements that Assignee has acquired the Property and has assumed Assignor's rights, title, interests and obligations under the thereunder.
6. Upon the acquisition of fee title to the Property by Assignee, Assignee acknowledges and agrees not to terminate the Lease prior to the expiration of the term or any extension thereto, except in the event of an uncured default by the USPS after notice and opportunity to cure, a USPS approved relocation of the post-office pursuant to the terms set forth in the Lease, and/or a USPS approved termination of the Lease.
7. The principal address of Assignee for purposes of the Lease and Related Agreements is as follows:

Joseph W. Rich
FD Partners, LLC
1000 N. Western Avenue, Suite 200
San Pedro, CA 90732

8. This Assignment, together with the agreements, covenants and warranties contained herein, is made for the sole protection and the benefits of the parties hereto, and their successors and assigns, and no other person or persons shall have a right of action or right to rely hereon. As this Assignment contains all the terms and conditions agreed upon between the parties, no other agreement regarding the subject matter thereof, shall be deemed to exist or bind any party unless in writing and signed by the party to be charged.
9. The Parties agree to execute such other instruments, agreements and amendments to documents as may be necessary or appropriate to effectuate this Assignment, including, but not limited to, execution of any documents that may be required by the USPS.
10. This Assignment has been entered into, is to be performed entirely within, and shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this Assignment shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.
11. If any term or provision of this Assignment, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and each other term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. It is the

intention of the parties hereto that in lieu of each clause or provision of this Assignment that is illegal, invalid or unenforceable, there be added as part of this Assignment and enforceable clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

12. Time is expressly declared to be of essence in this Assignment.
13. Each party hereto covenants and agrees to perform all acts and obligations, and to prepare, execute, and deliver such written agreements, documents, and instruments as may be reasonably necessary to carry out the terms and provisions of this Assignment.
14. No provision in this Assignment is to be interpreted for or against either party because that party or its legal representatives drafted such provision.
15. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Lease or the Related Agreements in any manner whatsoever. In the event of any conflict or other difference between the Lease or the Related Agreements and this Assignment, the provisions of the Lease or the Related Agreements shall control.
16. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Assignment, which, with all attached signature pages, shall be deemed to be an original Assignment.
17. The parties hereto further represent and declare that they carefully read this Assignment and know the contents thereof, and that they sign the same freely and voluntarily.
18. Each party represents that the person executing this Assignment on behalf of said party has the full authority to do so to bind the party to perform pursuant to the terms and conditions of this Assignment.
19. The effective date of this Assignment is the date this Assignment is fully executed by the Parties. In the event this Assignment is executed on different dates, the date the last party executes this Assignment shall be the "effective date."

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth opposite their signatures below.

ASSIGNOR:

ASSIGNEE:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE, a public entity

FD PARTNERS, LLC., a California limited
liability company

By: _____
John Benoit, Chairman
Board of Supervisors

By: _____
Joseph W. Rich, Manager

Dated: _____

Dated: _____

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

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

(Assignor and Assignee Signatures need to be notarized)

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)