

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



ITEM
4.1
(ID # 4584)

MEETING DATE:

Tuesday, July 25, 2017

FROM : SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY:

SUBJECT: SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY : Resolution No. 2017-012, Authorization to Sell Real Property located in Jurupa Valley, State of California; Approval of Agreement of Purchase and Sale and Joint Escrow Instructions; District 2; [\$13,500]; Redevelopment Property Tax Trust Fund; CEQA Exempt (Clerk to file Notice of Exemption)

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 Section 15061 (b)(3);
2. Adopt Successor Agency Resolution No. 2017-012 authorizing the sale of real property located in Jurupa Valley, California, identified by Assessor's Parcel Number 174-150-022 (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;

ACTION: Policy


Robert Field, Assistant County Executive Officer/EDA

6/26/2017


Alex Gann

7/19/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: EO, Recorder

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

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 (as Seller) and Rubinvest, LP, a California limited partnership (as Buyer) for the sale of the property in the amount of \$1,195,000 (Purchase Agreement), and Grant Deed, and authorize the Chairman of the Board to execute the Purchase Agreement on behalf of the Successor Agency;
4. Authorize the Deputy County Executive Officer, or designee, to execute any other documents and administer all actions necessary to complete or memorialize the sale contemplated in the Purchase Agreement, including, but not limited to executing the Grant Deed attached to the Purchase Agreement;
5. Authorize and direct staff to submit the Purchase Agreement to the Oversight Board for approval;
6. Approve and authorize reimbursement to EDA-Real Estate in the amount not-to-exceed \$13,500 for due diligence and staff expenses; and
7. 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	\$ 13,500	\$ 0	\$ 13,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Redevelopment Property Tax Trust Fund			Budget Adjustment:	No
			For Fiscal Year:	
			2017/18	

C.E.O. RECOMMENDATION: Approve

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 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

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

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 4.22 acres, located at Mission Boulevard and SR 60 Interchange in Jurupa Valley, California, identified by Assessor's Parcel Number 174-150-022 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 and advertised the Property 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 in the Property. Staff also placed "for sale" signs on the Property.

The Successor Agency received multiple offers for the Property and recommends acceptance of the offer from Rubinvest, LP, a California limited partnership, in the amount of \$1,195,000. An updated appraisal conducted by Michael J. Francis, MAI, dated May 18, 2016 found the fair market value of the Property to be \$1,163,903. There are not-to-exceed costs of \$13,500 associated with this transaction.

Successor Agency staff has negotiated the sale of the Property to Rubinvest, LP, for \$1,195,000. The terms of the proposed sale of the Property from the Successor Agency to Rubinvest LP, are set forth in the attached proposed Agreement of Purchase and Sale and Joint Escrow Instructions, including exhibits (Purchase Agreement). 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 and Sale 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 was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061 (b)(3), common sense, general rule exemption. The proposed project is the sale of vacant real property and no development is contemplated at this time, and it can be seen with certainty that there is no possibility that the activity in question 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.

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

Resolution No. 2017-012 and the Agreement of Purchase and Sale and Joint Escrow Instructions 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 Jurupa Valley, identified as Assessor Parcel Number 174-150-022:

Estimated Title and Escrow Charges	2,000
Preliminary Title Report	500
County Appraisals (Updated)	1,000
EDA Real Property Staff Time (including County Counsel Staff Time)	10,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$13,500

Attachments:

Site Map

Resolution No. 2017-012

Agreement of Purchase and Sale with Joint Escrow Instructions (including all exhibits)

Assignment and Assumption Agreement (Lamar Billboard Lease)

Appraisal

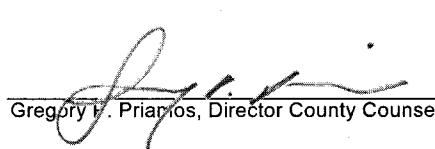
Notice of Exemption

DOF Letter

RF:JWW:MT MT 4584


Keshini Dasika, Principal Management Analyst

7/17/2017


Gregory L. Priamos, Director County Counsel

6/29/2017

BOARD OF SUPERVISORS

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE**

RESOLUTION NO. 2017-012

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE APPROVING THE SALE OF REAL PROPERTY LOCATED
IN JURUPA VALLEY, CALIFORNIA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER
174-150-022 TO RUBINVEST, LP, A CALIFORNIA LIMITED PARTNERSHIP**

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

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 CRL. As a result of the Dissolution Act, the Agency was dissolved on February 1, 2012 such that the Agency is now deemed a former redevelopment agency under Health and Safety Code section 34173;

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

WHEREAS, pursuant to Health and Safety Code section 34175 (b), all real property and other assets of the former Agency were transferred to the Successor Agency as of February 1, 2012, including, but not limited to that certain real property located in Jurupa Valley, California, identified by Assessor Parcel Number 174-150-022, legally described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

WHEREAS, pursuant to Health and Safety Code section 34191.5 (b), an Amended Long-Range Property Management Plan ("LRPMP") was prepared and submitted for review

1 and approval to the Oversight Board for the Successor Agency to the Redevelopment Agency
2 for the County of Riverside ("Oversight Board") and the California Department of Finance
3 ('DOF'). The LRPMP addresses the disposition and use of the real property owned by the
4 former Agency. The LRPMP was approved by the DOF on December 18, 2015;

5 **WHEREAS**, the LRPMP provides for disposition of the Property at its highest value.
6 The fair market value for the Property is \$1,163,903 based on that certain appraisal prepared
7 by Michael J. Francis, MAI on May 18, 2016;

8 **WHEREAS**, pursuant to the LRPMP, Successor Agency staff created marketing flyers
9 and advertised the Property for sale on the County Economic Development Agency's website.
10 Staff then emailed a notice to all Public Agencies, including the link for the website on April 4,
11 2016, allocating a sixty (60) day time frame to express an interest in the Property also staff
12 placed a "for sale" sign on the Property;

13 **WHEREAS**, the Successor Agency received multiple offers for the Property and
14 recommends the acceptance of the offer from Rubinvest, LP, a California Limited Partnership
15 in the amount of \$1,195,000, and desires to accept the offer received, which exceeds the fair
16 market value of the Property.

17 **WHEREAS**, Successor Agency desires to convey the Property and Rubinvest, LP, a
18 California Limited Partnership desires to acquire the Property from the Successor Agency
19 pursuant to the terms and provisions of the proposed Agreement of Purchase and Sale and
20 Joint Escrow Instructions, including exhibits, ("Purchase Agreement") attached hereto as
21 Exhibit "B" and incorporated herein by this reference;

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

24 **WHEREAS**, the Successor Agency has reviewed and determined that the sale of the
25 Property is categorically exempt from the California Environmental Quality Act ("CEQA")
26 pursuant to CEQA Guidelines Section 15061(b) (3) as the proposed project is the conveyance
27 of vacant real property involving merely the transfer of title to the real property, no development
28 is contemplated, and it can be seen with certainty that there is no possibility that the activity in

1 question will have a significant impact on the environment and will not lead to any direct or
2 reasonably foreseeable indirect physical environmental impacts; and

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

7 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by
8 the Board of Supervisors of the Successor Agency to the Redevelopment Agency for the
9 County of Riverside ("Board"), in regular session assembled on July 25, 2017, in the meeting
10 room of the Board of Supervisors located on the 1st floor of the County Administrative Center,
11 4080 Lemon Street, Riverside, California, as follows:

- 12 1. The Recitals set forth above are true and correct and incorporated herein by
13 reference.
- 14 2. The Board, based upon a review of the evidence and information presented on the
15 matter as it relates to the sale, has determined that the proposed sale of the
16 Property is categorically exempt from CEQA pursuant to State CEQA Guidelines
17 Section 15061(b)(3) because it can be seen with certainty that there is no possibility
18 that the activity in question will have a significant effect on the environment because
19 the conveyance is merely a transfer in title to the real property, the transfer will not
20 prompt or require any construction activities and will not lead to any direct or
21 reasonably foreseeable indirect physical environmental impacts.
- 22 3. The Board hereby approves and authorizes the sale to Rubinvest LP, a California
23 Limited Partnership, of that certain real property located in Jurupa Valley, California,
24 identified by Assessor's Parcel Number 174-150-022, as more particularly described
25 in Exhibit "A" attached hereto, and incorporated herein by this reference
26 ("Property"), for a purchase price of \$1,195,000. Net sale proceeds, minus
27 customary closing and escrow costs, will be disbursed to the taxing entities
28 pursuant to Health and Safety Code Section 34188;

- 1 4. The Board hereby approves the Agreement of Purchase and Sale and Joint Escrow
2 Instructions, including exhibits, attached hereto as Exhibit "B" and incorporated
3 herein by this reference ("Purchase Agreement"), and authorizes and directs the
4 Deputy County Executive Officer, or designee, to execute an Agreement of
5 Purchase and Sale with Joint Escrow Instructions substantially conforming in form
6 and substance to Exhibit "B", and to take any actions and execute any documents
7 necessary to implement the disposition of the Property pursuant to the terms
8 approved in this Resolution, including, but not limited to a grant deed, and to
9 administer the Successor Agency's obligations, responsibilities, and duties to be
10 performed under said Purchase Agreement, subject to approval by County Counsel.
- 11 5. The provisions of this Resolution are severable and if any provision, clause,
12 sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable
13 to any person or circumstances, such illegality, invalidity, unconstitutionality, or
14 inapplicability shall not affect or impair any of the remaining provisions, clauses,
15 sentences, words or parts thereof of the Resolution or their applicability to other
16 persons or circumstances.
- 17 6. The Deputy County Executive Officer or designee is hereby authorized and directed
18 to submit a copy of this Resolution, including all exhibits, to the Oversight Board for
19 the Successor Agency to the Redevelopment Agency for the County of Riverside for
20 review and approval.

ROLL CALL:

21
22 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
23 Nays: None
24 Absent: None

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

KECIA HARPER-IHEM, Clerk of said Board

By: *[Signature]*
Deputy

1 EXHIBIT A

2 LEGAL DESCRIPTION

3
4 All that certain real property situated in the County of Riverside, State of California, described
5 as
6 follows:

7 That portion of Tract No. 5 of A.C. Armstrong Estates, in the City of Jurupa Valley, County of
8 Riverside, State of California, as shown by Map on file in Book 6, Page 31 of Maps, in the
9 Office of the County Recorder of said County, described as follows:

10 Beginning at the intersection of the westerly line of Soto Avenue (formerly Second Street), 50
11 feet wide, and the northerly line of Mission Boulevard (formerly Corundum Street (80 feet
12 wide);

13 Thence westerly, along the northerly line of said Mission Boulevard, 880.00 feet to the
14 southeasterly corner of the land conveyed to Aurel Joseph Pierce, Jr. and Viola L. Pierce,
15 husband and wife, as joint tenants, by deed recorded December 20, 1954 in Book 1668, Page
16 240 of Official Records of Riverside County, California;

17 Thence northerly , along the easterly line of said land conveyed to Aurel Joseph Pierce, Jr., et
18 ux., 445.37 feet to the southwesterly line of the land conveyed to the State of California, by
19 deed recorded September 8, 1945, in Book 687, Page 574 of Official Records of Riverside
20 County, California;

21 Thence southeasterly, along the southwesterly line of said land conveyed to the State of
22 California, 820.40 feet to the westerly line of said Soto Avenue;

23 Thence southeasterly, along said westerly line, 271.01 feet to the Point of Beginning.

24
25 Excepting therefrom those portions conveyed to the State of California, by deeds recorded June
26 13, 1972 as Instrument No. 076978 and April 28, 2009 as Instrument No. 2009-206502 Both of
27 Official Records of Riverside County, California.

28 Assessor's Parcel No: 174-150-022

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Address: SR 60/ Mission Blvd, Jurupa Valley
APN No: 174-150-022
Project: SR 60/Valley Interchange
Escrow No. _____

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this ____ day of _____ 2017, 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 RUBINVEST, LP, a California Limited Partnership, ("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; and

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. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of vacant land approximately 4.22 acres total in size, located at Mission Boulevard and SR 60 Interchange in Jurupa Valley, California, also known as Assessor Parcel Number 174-150-022 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.

a. Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

b. Lamar Billboard Lease. Lamar Companies ("Lamar") currently leases a billboard on a portion of the Property depicted on the site map attached hereto as Exhibit "C" and incorporated herein by this reference ("Lamar Leasehold") pursuant to that certain Outdoor Advertising Ground Lease dated on January 11, 2011 between Seller (as landlord) and Lamar (as lessee) ("Lamar Ground Lease"). A copy of the Lamar Ground Lease is attached here to as Exhibit "D" and incorporated herein by this reference. The term of the Lamar Ground Lease expires on January 10, 2031. As a condition precedent to the Close of Escrow hereunder Lamar shall be required, among other things, to assume the obligations of Seller under the Lamar Ground Lease for the duration of the existing term. In connection with Buyer's assumption of the Lamar Ground 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 "E" and incorporated herein by this reference ("Assignment and Assumption Agreement") and comply with Lamar's Assignment requirement set forth in Section 12 of the Lamar Ground Lease.

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.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be One Million One Hundred Ninety Five Thousand Dollars (\$1,195,000) ("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 18, 2016.

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

a. Buyer's First Deposit. On the Opening Date, Buyer shall deposit ten percent (10%) of the total purchase price totaling One Hundred Nineteen Thousand Five Hundred Dollars, (\$119,500) (the "First Escrow Deposit") with the Escrow Holder. The First Escrow 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. Within ten (10) business days of written request from Escrow Holder, and in any event 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 First Escrow 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 "F" 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 one hundred and eighty (180) days after the Opening Date, unless extended in writing by the mutual written agreement of the parties ("Closing Date"). In the event the Close of Escrow does not occur one hundred and eighty (180) days after the Opening Date, Escrow Holder shall deposit the First Escrow 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 one hundred and twenty days (120) days from the Opening Date ("Due Diligence Period") unless extended in writing by the mutual written agreement of the parties, 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 its First Escrow Deposit. 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 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 First Escrow 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. Unrecorded Lamar Ground 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 fifteen (15) 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 August 23, 2016 ("Title Report") for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; and (ii) any and all environmental reports relating to 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) business 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, 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 "G" 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 "G") 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. This shall exclude proprietary work of buyer such as architectural drawings, civil engineer drawing, and landscape architect drawings.

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; and;
- (2) 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 "F."

9. Deposits by Buyer. At least five (5) business days prior to the Close of Escrow, Buyer 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.

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. 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 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.

f. 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. 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.

h. 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.g 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.

i. 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 Nine Hundred Fifty Dollars (\$11,950) if the Closing shall have occurred. This Paragraph 14.i 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.

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. Reserved.

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. The indemnification and hold harmless obligations set forth in this paragraph 17 shall survive the close escrow, expiration and earlier termination of this Agreement.

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 facsimile, when sent. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer: Rubinvest, LP
759 N. Mountain
Upland, California 91786
Attn: Gil Rodriguez
Phone: (909) 489-8719
uspcomgr@gmail.com

To Seller: 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, California 92501
Attn: Monica Tlaxcala

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.

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 First Escrow 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 FIRST ESCROW DEPOSIT IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$119,500). THE RETURN TO SELLER OF THE FIRST ESCROW 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 COUNTY shall be personally liable to the Buyer, or any successor in interest, in the event of any default or breach by the COUNTY 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. Reserved.

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED AND EXECUTED BY THE BOARD OF SUPERVISORS AND 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

By: 

Chairman
Board of Commissioners
JOHN TAVAGLIONE

Dated: July 25, 2017

BUYER:

RUBINVEST, LP, a California Limited Partnership

GR Management 1, INC
By: General Partner

Name: Sil Rodriguez Jr.

Its: President

Dated: 6-30-17

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: 

Jhaila 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

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

That portion of Tract No. 5 of A.C. Armstrong Estates, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 6, Page 31 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the westerly line of Soto Avenue (formerly Second Street), 50 feet wide, and the northerly line of Mission Boulevard (formerly Corundum Street (80 feet wide);

Thence westerly, along the northerly line of said Mission Boulevard, 880.00 feet to the southeasterly corner of the land conveyed to Aurel Joseph Pierce, Jr. and Viola L. Pierce, husband and wife, as joint tenants, by deed recorded December 20, 1954 in Book 1668, Page 240 of Official Records of Riverside County, California;

Thence northerly, along the easterly line of said land conveyed to Aurel Joseph Pierce, Jr., et ux., 445.37 feet to the southwesterly line of the land conveyed to the State of California, by deed recorded September 8, 1945, in Book 687, Page 574 of Official Records of Riverside County, California;

Thence southeasterly, along the southwesterly line of said land conveyed to the State of California, 820.40 feet to the westerly line of said Soto Avenue;

Thence southeasterly, along said westerly line, 271.01 feet to the Point of Beginning.

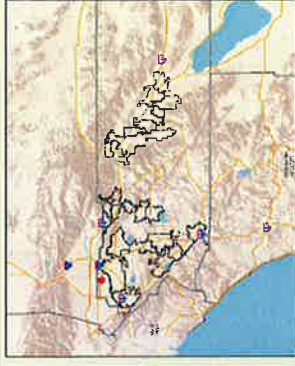
Excepting therefrom those portions conveyed to the State of California, by deeds recorded June 13, 1972 as Instrument No. 076978 and April 28, 2009 as Instrument No. 2009-206502 Both of Official Records of Riverside County, California.

Assessor's Parcel No: 174-150-022

EXHIBIT B
PROPERTY MAP

SR 60/Mission Blvd

Assessor's Parcel Number: 174-150-022



Legend



0 277 554 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... 4/21/2017 4:13:23 PM

© Riverside County RCIT GIS

Notes

RDA Sale
District 2
4.22 acres

EXHIBIT C

LAMAR BILLBOARD SITE MAP

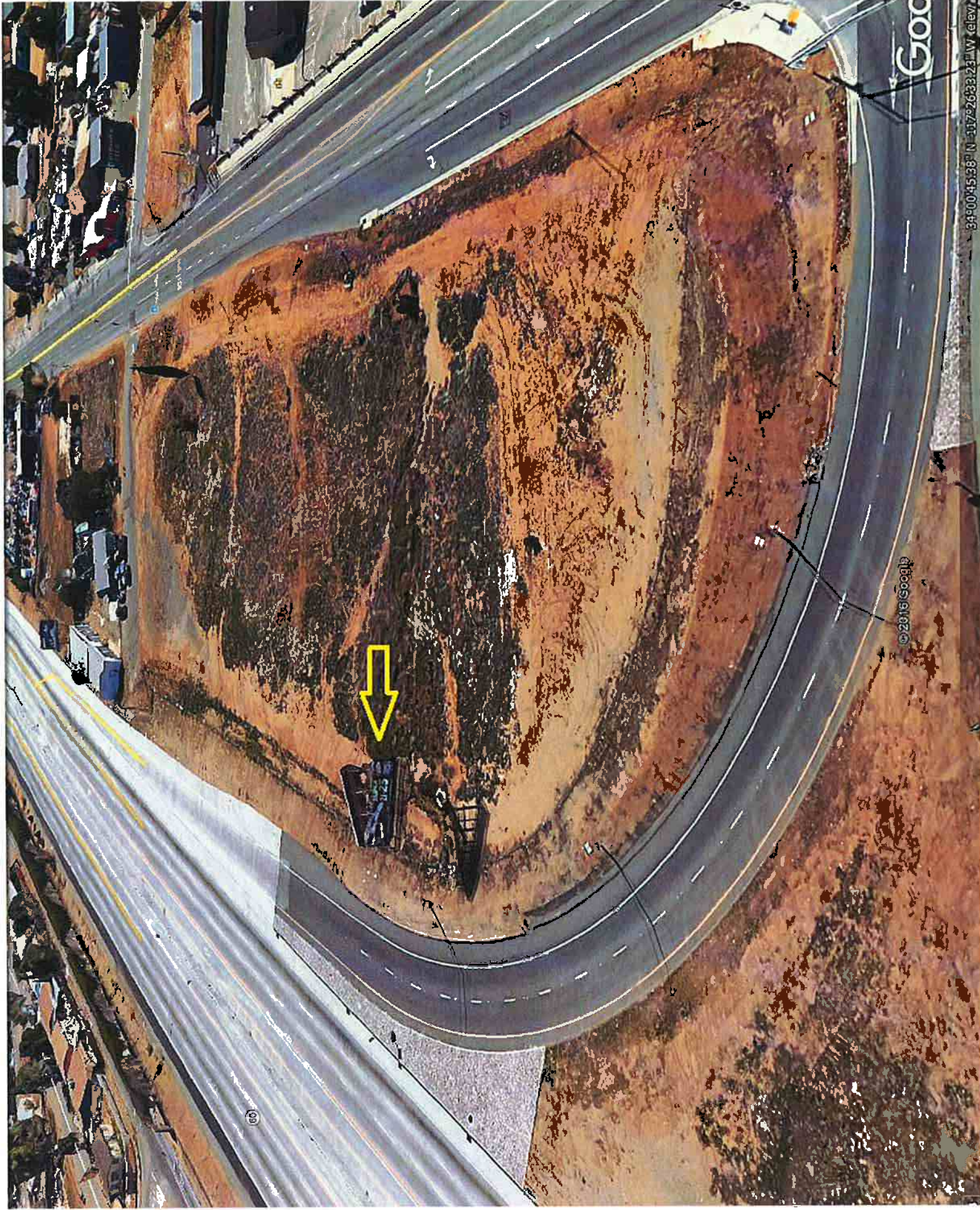


EXHIBIT D
LAMAR GROUND LEASE

OUTDOOR ADVERTISING GROUND LEASE

This Lease is made this 11th day of January, 2011 by and between THE LAMAR COMPANIES (hereinafter "Lessee"), and THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic (hereinafter "Lessor").

RECITALS

A. Lessor is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the California Redevelopment Law, which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.).

B. Pursuant to Health and Safety Code Section 33430, Lessor may, within the survey area or for the purposes of redevelopment, sell, lease, for a period not to exceed 99 years, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust, or otherwise, dispose of any real or personal property or any interest in property.

C. On July 9, 1996, the Board of Supervisors for the County of Riverside adopted Ordinance No. 763 adopting the redevelopment plan (the "Plan") for the Jurupa Valley Project Area (the "Project Area").

D. The Plan was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area.

E. Lessor is the owner of that certain real property (hereinafter "the Property") situated in the County of Riverside, State of California, identified as Assessor's Parcel Number 174-150-012, more particularly depicted on Exhibit "A" (assessors' parcel map), attached hereto and incorporated herein.

F. Lessor and Lessee entered into that certain Outdoor Advertisement Display Relocation Agreement dated April 6, 2010.

G. Lessor desires to lease a portion of the Property to Lessee as shown on Exhibit "B" attached hereto and incorporated herein.

H. Lessee desires to lease such portion of the Property from Lessor, as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by Lessee's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in Lessee's use of the sign.

NOW, THEREFORE, the parties agree as follows:

1 1. Premises. Subject to the following terms and conditions, Lessor hereby leases
2 to Lessee that certain ground space on the Property to install that certain structure, equipment
3 and fixtures as indicated on Exhibit "B", attached hereto and incorporated herein by reference,
4 including any applicable easement for utilities (hereinafter "the Premises"). Lessee shall be
5 permitted ingress and egress to and from the Premises over such routes as are designated by
6 Lessor from time to time.

7 2. Initial Term. The Term of this Lease shall be for a period of twenty (20) years,
8 commencing on approval by the Board of Directors of the Redevelopment Agency for the
9 County of Riverside and execution by its Chairman. Any holding over by Lessee after the
10 expiration of this Lease shall be on a day-to-day basis strictly, and continuing tenancy rights
11 shall not accrue to Lessee.

12 3. Rent. Lessee shall pay to Lessor an annual rental of \$3,000.00 as minimum
13 consideration for this Lease, on an annual basis, the first installment being due upon execution
14 of this Lease, and subsequent annual installments due on each anniversary of the
15 commencement date. In addition to the minimum annual rent, on an annual basis Lessee
16 shall pay Lessor, within 60 days of the first anniversary twenty five percent (25%) of all gross
17 revenue generated by this sign, less the minimum rent, during the Lease term, As used
18 herein, gross revenue includes all revenues, before reduction for expenses of any kind, made
19 in cash or otherwise received by Lessee. Lessee shall make available promptly upon request
20 to Lessor all additional information reasonably necessary to verify the accuracy of Lessee's
21 accounting.

22 4. Use. The premises are leased hereby for the purpose of installing, operating
23 and maintaining a structure and accompanying connections to be used as a billboard for
24 commercial outdoor advertising. Such use shall be in compliance with County of Riverside
25 Ordinance No. 348. The Premises shall not be used for any other purpose without first
26 obtaining the written consent of Lessor. Lessee shall have exclusive possession of the
27 Premises together with appropriate non-exclusive access across Lessor's Property to the
28 Premises, including any required utility or access corridors.

29 5. Non-compete. Excepting anything that already exists upon the date of
30 execution of this Lease, Lessor agrees not to erect or allow any other off-premise advertising
31 structure(s), other than Lessee's, on the Property owned or controlled by Lessor or the County
32 of Riverside within one thousand (1,000) feet of Lessee's sign. Lessor further agrees not to
33 erect or allow any other obstruction of highway view or any vegetation that may obstruct the
34 highway view of Lessee's sign. Lessee is hereby authorized to remove any such other
35 advertising structure, obstruction or vegetation at Lessee's option and expense.

36 6. Utility Charges. Lessee shall obtain a separate electric meter and shall pay, or
37 cause to be paid, all charges for power or other services used, rented or supplied to Lessee in
38 connection with its use of the Premises. Lessor shall grant any necessary utility easement
39 across the Property.

40 7. On-Site Improvement's by Lessee.

41 (a) Lessee, at its expense, shall have the right to construct, or cause to be
42 constructed, upon the Premises a structure and accompanying equipment and connections
43 thereto to accommodate the use contemplated hereunder which structure is shown on Exhibit

"B", attached hereto and by this reference made a part of this Lease.

(b) Such construction shall have the prior written approval of Lessor after Lessee has submitted to Lessor its plans, and specifications therefore. Such approval by Lessor shall not be unreasonably withheld. In addition, Lessee understands and agrees that it shall obtain all necessary approvals in writing, from appropriate public entities, including without limitation, the County of Riverside Planning Department, the County of Riverside Building & Safety Department, the State of California Department of Transportation (Caltrans), for the construction, operation and maintenance of the billboard contemplated hereunder prior to the commencement of such construction and shall provide Lessor with copies of such approvals.

(c) Such structure, equipment and connections shall remain the property of Lessee; provided, however, that Lessee removes, at its expense, such improvements, at or prior to the expiration of this Lease and restore the surface of the Premises to their original shape and condition or as nearly as practicable. In the event Lessee does not so remove such improvements within 90 days of the expiration of the Lease, they shall become the property of Lessor for no further consideration of any kind, and Lessee shall execute any documents that may be required or necessitated conveying its interest in such improvements, to Lessor.

8. Lessor's Reserved Rights. The Premises are accepted by Lessee subject to Lessor's paramount right to develop the Property, and in the event Lessor deems it necessary to do so, Lessor may remove all or a portion of Lessee's improvements within the Premises in order to develop, maintain, operate, construct or reconstruct improvements on the Property or any portion thereof. In such event, the parties understand and agree that Lessor shall be responsible for the repair or replacement of Lessee's improvements affected thereby or any costs in connection therewith. The period during which Lessee's improvements are affected thereby shall be added to the term of this Lease, or any extension thereof, so as to extend and postpone the expiration thereof unless Lessee elects to terminate this Lease.

9. Maintenance. Lessee shall maintain the Premises and the improvements constructed thereon in a neat, safe, orderly and attractive condition during the term of this Lease, and Lessee shall maintain such improvements in good working condition and repair during the term of this Lease. Lessee agrees to restore Lessor's property to the original condition at Lessee's expense upon expiration or early termination of the Lease.

10. Termination by Lessee. Subject to thirty (30) days written notice thereof to Lessor. Lessee may terminate this Lease if Lessee's advertising display within the Premises is materially obstructed, the commercial value of the billboard is materially affected as a result of reduced vehicular circulation, the billboard is prohibited by law, or the cost for insurance coverage required under Sections 14 herein causes the uses contemplated hereunder to be commercially frustrated

11. Continuation of Lease after Abandonment. Even though Lessee has abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of its rights and remedies under this Lease, including, but not limited to, the right to recover rent as it becomes due hereunder. For the purposes of this Section 11, acts of maintenance or preservation or efforts by Lessor to relet the premises, or the appointment of a receiver or initiative of Lessor to protect its interest under this Lease do not constitute a termination of Lessee's right to possession.

12. Assignment. Lessee may not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of Lessor being first obtained, which consent shall not be unreasonably withheld. In the event of any change of ownership of the property herein leased, Lessor agrees to notify Lessee promptly of the name, address, and phone number of the new owner. In the event that Lessee assigns this Lease, the assignee will be fully obligated under this Lease.

13. Default. Should Lessee fail to pay rent or perform any other obligation under this Lease within thirty (30) days after such performance is due, Lessee will be in default under this Lease. In the event of such default, Lessor must give Lessee written notice by certified mail and allow Lessee thirty (30) days thereafter to cure any default.

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

(a) Workers' Compensation: If the Lessee has employees as defined by the State of California, the Lessee 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 Redevelopment Agency for the County of Riverside.

(b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the Redevelopment Agency for the County of Riverside, its respective directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee 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 Lease or be no less than two (2) times the occurrence limit. Policy shall name the Redevelopment Agency for the County of Riverside, its respective directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(d) 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-: VII (A-:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County's

1 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
2 specific insurer and only for one policy term.

3 2. The Lessee's insurance carrier(s) must declare its insurance self-
4 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
5 retentions shall have the prior written consent of the County Risk Manager before the
6 commencement of operations under this Lease. Upon notification of self insured retention
7 unacceptable to Lessor, and at the election of the Country's Risk Manager, Lessee's carriers
8 shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with
9 Lessor, or 2) procure a bond which guarantees payment of losses and related investigations,
10 claims administration, and defense costs and expenses. Notwithstanding the foregoing,
11 Lessor's approval shall not be required for self-insured retentions so long Lessee maintains a
12 net worth of at least Two Hundred Million Dollars (\$200,000,000.00).

13 3. Lessee shall cause Lessee's insurance carrier(s) to furnish Lessor with
14 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
15 Endorsements effecting coverage as required herein. If any claim made by Lessor is rejected
16 by Lessee's insurance company, Lessor shall have the right to view a complete, certified copy
17 of the applicable policy in the presence of a Lessee representative at a mutually agreeable
18 location, subject to Lessor executing a non-disclosure agreement. Further, said Certificate(s)
19 and policies of insurance shall contain the covenant of the insurance carrier(s) that at least
20 thirty (30) days written notice shall be given to Lessor prior to any material modification,
21 cancellation, or reduction in coverage below the required minimums of such insurance (ten
22 (10) days notice shall apply to non-payment). In the event of a material modification,
23 cancellation, or reduction in coverage below the required minimums, this Lease shall terminate
24 forthwith, unless Lessor receives, prior to such effective date, another properly executed
25 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. Lessee shall not commence
operations until Lessor has been furnished original Certificate(s) of Insurance and certified
original copies of endorsements. Any 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.

18 4. It is understood and agreed to by the parties hereto that the Lessee's
19 insurance shall be construed as primary insurance as relates to Lessee's operations, and
20 Lessor's insurance and/or deductibles and/or self-insured retention's or self-insured programs
21 shall not be construed as contributory in this respect.

22 5. If, during the term of this Lease or any extension thereof, there is a
23 material change in the scope of services; or, there is a material change in the equipment to be
24 used in the performance of the scope of work which will add additional exposures (such as the
25 use of aircraft, watercraft, cranes, etc.); or, the term of this Lease, including any extensions
thereof, exceeds five (5) years, Lessor reserves the right to adjust the types of insurance
required under this Lease and the monetary limits of liability for the insurance coverage's
currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or
type of insurance carried by the Lessee has become inadequate.

26 6. Lessee shall pass down the insurance obligations contained herein to all
tiers of subcontractors working under this Lease.

1 7. The insurance requirements contained in this Lease may be met with a
2 program(s) of self-insurance acceptable to Lessor.

3 8. Lessee agrees to notify Lessor of any claim by a third party or any
4 incident or event that may give rise to a claim arising from the performance of this Lease.

5 15. Hold Harmless. Lessee represents that it has inspected the Premises,
6 accepts the condition thereof and fully assumes any and all risks incidental to the use thereof.
7 Lessor shall not be liable to Lessee, its officers, agents, employees, subcontractors or
8 independent contractors for any personal injury or property damage suffered by them which
9 may result from hidden, latent or other dangerous conditions in, on, upon or within the
10 Premises; provided, however, that such dangerous conditions are not caused by the sole
11 negligence of Lessor, its officers, agents or employees. Lessee shall indemnify and hold
12 Lessor, its officers, agents, employees and independent contractors free and harmless from
any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers,
agents, employees, subcontractors and independent contractors, for property damage, bodily
injury, or death (Lessee's employees included) or any other element of damage of any kind or
nature, relating to or in anywise connected with or arising from its use and responsibilities in
connection therewith of the Premises or the condition thereof, and Lessee shall defend, at its
expense, including attorney fees, Lessor, its officers, agents, employees and independent
contractors in any legal action based upon such alleged acts or omissions. The specified
insurance limits required in Section 14 herein shall in no way limit or circumscribe Lessee's
obligations to indemnify and hold Lessor free and harmless herein.

13 16. Toxic Materials. During the term of this Lease and any extensions thereof,
14 Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating to
15 industrial hygiene or to the environmental condition on, under or about the Premises including,
16 but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns
17 and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under
18 or about the Premises or transport to or from the Premises any flammable explosives,
19 asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious
20 materials, whether injurious by themselves or in combination with other materials (collectively,
21 "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but
not be limited to, substances defined as "hazardous substances," "hazardous materials," or
"toxic substances" in the Comprehensive Environmental Response, Compensation and Liability
Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
Section 25117 of the California Health and Safety Code or as "hazardous substances" in
Section 25316 of the California Health and Safety Code; and in the regulations adopted in
publications promulgated pursuant to said laws.

22 17. Free from Liens. Lessee shall pay, when due, all sums of money that may
23 become due for any labor, services, material, supplies, or equipment, alleged to have been
24 furnished or to be furnished to Lessee, in, upon, or about the Premises, and which may be
25 secured by a mechanics', materialmen's or other lien against the Property or Lessor's interest
therein, and will cause each such lien to be fully discharged and released at the time the
performance of any obligation secured by such lien matures or becomes due; provided,
however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any
such contest, if such lien shall be reduced to final judgment, and such judgment or such
process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed,

1 and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and
2 discharge said judgment.

3 18. Employees and Agents of Lessee. It is understood and agreed that all persons
4 hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not
of Lessor.

5 19. Nondiscrimination. Lessee covenants for itself, its successors and assigns and
6 all persons claiming under it, and this Lease is made and accepted upon and subject to the
7 following conditions: There shall be no discrimination against or segregation of any person or
8 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of
9 the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision
10 (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.

11 20. Eminent Domain. In the event of condemnation of the subject premises or any
12 part thereof by proper authorities, or widening, expansion or relocation of State Highway 60,
13 Lessor grants to the Lessee the right to relocate its sign on Lessor's remaining property
14 adjoining the condemned property or the relocated highway. Any condemnation award for
Lessee's property shall accrue to Lessee. Any condemnation award for Lessor's property
shall accrue to Lessor.

15 21. Binding on Successors. Lessee, its assigns and successors in interest, shall be
16 bound by all the terms and conditions contained in this Lease, and all of the parties thereto
shall be jointly and severally liable hereunder.

17 22. Waiver of Performance. No waiver by Lessor at any time of any of the terms
18 and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter
of the same or of any other terms or conditions contained herein or of the strict and timely
performance of such terms and conditions.

19 23. Severability. The invalidity of any provision in this Lease as determined by a
20 court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

21 24. Venue. Any action at law or in equity brought by either of the parties hereto for
22 the purpose of enforcing a right or rights provided for by this Lease shall be tried in the
Superior Court of the County of Riverside, State of California, and the parties hereby waive all
provisions of law providing for a change of venue in such proceedings to any other county.

23 25. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and
24 Lessor to enforce any of the provisions of this Lease or any right of either party hereto, the
25 unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
costs and expenses, including reasonable attorneys' fees, incurred therein by the successful
party, all of which shall be included in and as a part of the judgment or award rendered in such
litigation or arbitration.

1 26. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all
2 necessary permits and licenses as it may be required to obtain, and Lessee shall pay for all
3 fees and taxes levied or required by any authorized public entity. Lessee recognizes and
understands that this Lease may create a possessory interest subject to property taxation and
that Lessee may be subject to the payment of property taxes levied on such interest.

4 27. Section Headings. The section headings herein are for the convenience of the
5 parties only, and shall not be deemed to govern, limit, modify or in any manner affect the
scope, meaning or intent of the provisions or language of this Lease.

6 28. Lessor's Representative. Lessor hereby appoints the Executive Director/RDA
7 as its authorized representative to administer this Lease.

8 29. Acknowledgment of Lease by Lessor. Upon execution of this Lease by the
9 parties hereto, this Lease shall be acknowledged by Lessor in such a manner that it will be
acceptable by the County Recorder for recordation purposes, and thereafter, Lessee may
10 cause this Lease to be recorded in the Office of the County Recorder of Riverside County
forthwith and furnish Lessor with a conformed copy thereof.

11 30. Agent for Service of Process. It is expressly understood and agreed that in the
12 event Lessee is not a resident of the State of California or it is an association or partnership
without a member or partner, resident of the State of California, or it is a foreign corporation,
13 then in any such event, Lessee shall file with Lessor, upon its execution hereof, a designation
of a natural person residing in the State of California, giving his or her name, residence and
14 business addresses, as its agent for the purpose of service of process in any court action
arising out of or based upon this Lease, and the delivery to such agent of a copy of any
15 process in any such action shall constitute valid service upon Lessee. It is further expressly
understood and agreed that if for any reason service of such process upon such agent is not
16 feasible, then in such event Lessee may be personally served with such process out of this
Lessor and that such service shall constitute valid service upon Lessee. It is further expressly
17 understood and agreed that Lessee is amenable to the process so served, submits the
jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

18 31 Entire Lease. This Lease is intended by the parties hereto as a final expression
19 of their understanding with respect to the subject matter hereof and as a complete and
exclusive statement of the terms and conditions thereof and supersedes any and all prior and
20 contemporaneous leases, agreements and understandings, oral or written, in connection
therewith. This Lease may be changed or modified only upon the written consent of the
parties hereto.

21 32. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code Section
22 107.6 that this Outdoor Advertising Ground Lease may create a taxable possessory interest in
the Premises. If personal property taxes are assessed, Lessee shall pay any portion of such
23 taxes directly attributable to Lessee's facilities.

24 ///
25 ///

///

33. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

Lessor:	Lessee:
Redevelopment Agency for the County of Riverside	Lamar Advertising Company
3403 10 th Street, Suite 500	24541 Redlands Boulevard
Riverside, California 92501	Loma Linda, California 92354
	951-658-3241

34. **Approval of Directors.** Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Chairman of the Board of Directors of the Redevelopment Agency for the County of Riverside and the General Manager of a Lamar Advertising Company.

Dated: 12/9/10

LAMAR ADVERTISING COMPANIES

By: 

Randy Straub
General Manager

Dated: JAN 11 2011

**THE REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE**

By: 

Bob Buster, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 

Anita C. Willis
Deputy County Counsel

JRF:ra
11/29/10
13.xxx

EXHIBIT "A"
174-150-012



EXHIBIT "B"
Survey or Site Plan

1. This Exhibit shall be furnished to Lessor within ninety days of completion of construction.

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
Rubinvest, LP)
759 N. Mountain)
Upland, California 91786)
Attention: Gil Rodriguez)

(SPACE ABOVE FOR RECORDER'S USE ONLY)

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(LAMAR BILLBOARD LEASE)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into on this ____ day of _____, 2017 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 RUBINVEST, LP, a California Limited Partnership ("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 community of Jurupa Valley, California in the County of Riverside, identified as Assessor's Parcel Number. 174-150-022, 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 Lamar Companies ("Lamar") entered into that certain Outdoor Advertising Ground Lease effective January 11, 2011, (collectively "Lease") for a twenty year (20) term which expires on January 10, 2031, as depicted on the site map attached hereto as Exhibit "B" and incorporated herein by this reference ("Lamar Billboard Site Map"). The Property is used for the purpose of installing, operating and maintaining a structure and accompanying connections to be used as a billboard for commercial outdoor advertising. 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 pursuant to the terms and provisions set forth therein.

F. The continued operation of the billboard on the Property for the duration of the Lease term is import to Assignor.

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, including, but not limited to the Lease (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 Lease and related Agreements.

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 Lamar after notice and opportunity to cure, pursuant to the term of the Lease or as otherwise provided in the Lease.
7. The principal address of Assignee for purposes of the Lease and Related Agreements is as follows:

Rubinvest, LP
759 N. Mountain
Upland, California 91786
Attn: Gil Rodriguez
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 Lamar.
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.

[Remainder of Page Intentionally Blank]

[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:

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

By: _____
Chairman
Board of Commissioners

Dated: _____

ASSIGNEE:

RUBINVEST, LP, a California Limited Partnership

By: _____

Name: : _____

Its: _____

Dated: _____

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By:  _____
Thaila R. Brown,
Deputy County Counsel

(Assignor and Assignee Signatures need to be notarized)

INSERT NOTARY ACKNOWLEDGMENT

EXHIBIT A

LEGAL DESCRIPTION

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

That portion of Tract No. 5 of A.C. Armstrong Estates, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 6, Page 31 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the westerly line of Soto Avenue (formerly Second Street), 50 feet wide, and the northerly line of Mission Boulevard (formerly Corundum Street (80 feet wide); Thence westerly, along the northerly line of said Mission Boulevard, 880.00 feet to the southeasterly corner of the land conveyed to Aurel Joseph Pierce, Jr. and Viola L. Pierce, husband and wife, as joint tenants, by deed recorded December 20, 1954 in Book 1668, Page 240 of Official Records of Riverside County, California;

Thence northerly, along the easterly line of said land conveyed to Aurel Joseph Pierce, Jr., et ux., 445.37 feet to the southwesterly line of the land conveyed to the State of California, by deed recorded September 8, 1945, in Book 687, Page 574 of Official Records of Riverside County, California;

Thence southeasterly, along the southwesterly line of said land conveyed to the State of California, 820.40 feet to the westerly line of said Soto Avenue;

Thence southeasterly, along said westerly line, 271.01 feet to the Point of Beginning.

Excepting therefrom those portions conveyed to the State of California, by deeds recorded June 13, 1972 as Instrument No. 076978 and April 28, 2009 as Instrument No. 2009-206502 Both of Official Records of Riverside County, California.

Assessor's Parcel No: 174-150-022

EXHIBIT B

LAMAR BILLBOARD SITE MAP

(behind this page)



EXHIBIT C

LAMAR GROUND LEASE

(behind this page)

OUTDOOR ADVERTISING GROUND LEASE

This Lease is made this 11th day of January, 2011 by and between **THE LAMAR COMPANIES** (hereinafter "Lessee"), and **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**, a public body, corporate and politic (hereinafter "Lessor").

RECITALS

A. Lessor is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the California Redevelopment Law, which is Part 1 of Division 24 of the California health and Safety Code (commencing with Section 33000 et seq.).

B. Pursuant to Health and Safety Code Section 33430, Lessor may, within the survey area or for the purposes of redevelopment, sell, lease, for a period not to exceed 99 years, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust, or otherwise, dispose of any real or personal property or any interest in property.

C. On July 9, 1996, the Board of Supervisors for the County of Riverside adopted Ordinance No. 763 adopting the redevelopment plan (the "Plan") for the Jurupa Valley Project Area (the "Project Area").

D. The Plan was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area.

E. Lessor is the owner of that certain real property (hereinafter "the Property") situated in the County of Riverside, State of California, identified as Assessor's Parcel Number 174-150-012, more particularly depicted on Exhibit "A" (assessors' parcel map), attached hereto and incorporated herein.

F. Lessor and Lessee entered into that certain Outdoor Advertisement Display Relocation Agreement dated April 6, 2010.

G. Lessor desires to lease a portion of the Property to Lessee as shown on Exhibit "B" attached hereto and incorporated herein.

H. Lessee desires to lease such portion of the Property from Lessor, as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by Lessee's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in Lessee's use of the sign.

NOW, THEREFORE, the parties agree as follows:

1 1. Premises. Subject to the following terms and conditions, Lessor hereby leases
2 to Lessee that certain ground space on the Property to install that certain structure, equipment
3 and fixtures as indicated on Exhibit "B", attached hereto and incorporated herein by reference,
4 including any applicable easement for utilities (hereinafter "the Premises"). Lessee shall be
permitted ingress and egress to and from the Premises over such routes as are designated by
Lessor from time to time.

5 2. Initial Term. The Term of this Lease shall be for a period of twenty (20) years,
6 commencing on approval by the Board of Directors of the Redevelopment Agency for the
7 County of Riverside and execution by its Chairman. Any holding over by Lessee after the
expiration of this Lease shall be on a day-to-day basis strictly, and continuing tenancy rights
shall not accrue to Lessee.

8 3. Rent. Lessee shall pay to Lessor an annual rental of \$3,000.00 as minimum
9 consideration for this Lease, on an annual basis, the first installment being due upon execution
10 of this Lease, and subsequent annual installments due on each anniversary of the
11 commencement date. In addition to the minimum annual rent, on an annual basis Lessee
12 shall pay Lessor, within 60 days of the first anniversary twenty five percent (25%) of all gross
13 revenue generated by this sign, less the minimum rent, during the Lease term, As used
herein, gross revenue includes all revenues, before reduction for expenses of any kind, made
in cash or otherwise received by Lessee. Lessee shall make available promptly upon request
to Lessor all additional information reasonably necessary to verify the accuracy of Lessee's
accounting.

14 4. Use. The premises are leased hereby for the purpose of installing, operating
15 and maintaining a structure and accompanying connections to be used as a billboard for
16 commercial outdoor advertising. Such use shall be in compliance with County of Riverside
17 Ordinance No. 348. The Premises shall not be used for any other purpose without first
obtaining the written consent of Lessor. Lessee shall have exclusive possession of the
Premises together with appropriate non-exclusive access across Lessor's Property to the
Premises, including any required utility or access corridors.

18 5. Non-compete. Excepting anything that already exists upon the date of
19 execution of this Lease, Lessor agrees not to erect or allow any other off-premise advertising
20 structure(s), other than Lessee's, on the Property owned or controlled by Lessor or the County
of Riverside within one thousand (1,000) feet of Lessee's sign. Lessor further agrees not to
erect or allow any other obstruction of highway view or any vegetation that may obstruct the
highway view of Lessee's sign. Lessee is hereby authorized to remove any such other
advertising structure, obstruction or vegetation at Lessee's option and expense.

21 6. Utility Charges. Lessee shall obtain a separate electric meter and shall pay, or
22 cause to be paid, all charges for power or other services used, rented or supplied to Lessee in
23 connection with its use of the Premises. Lessor shall grant any necessary utility easement
across the Property.

24 7. On-Site Improvement's by Lessee.

25 (a) Lessee, at its expense, shall have the right to construct, or cause to be
constructed, upon the Premises a structure and accompanying equipment and connections
thereto to accommodate the use contemplated hereunder which structure is shown on Exhibit

"B", attached hereto and by this reference made a part of this Lease.

(b) Such construction shall have the prior written approval of Lessor after Lessee has submitted to Lessor its plans, and specifications therefore. Such approval by Lessor shall not be unreasonably withheld. In addition, Lessee understands and agrees that it shall obtain all necessary approvals in writing, from appropriate public entities, including without limitation, the County of Riverside Planning Department, the County of Riverside Building & Safety Department, the State of California Department of Transportation (Caltrans), for the construction, operation and maintenance of the billboard contemplated hereunder prior to the commencement of such construction and shall provide Lessor with copies of such approvals.

(c) Such structure, equipment and connections shall remain the property of Lessee; provided, however, that Lessee removes, at its expense, such improvements, at or prior to the expiration of this Lease and restore the surface of the Premises to their original shape and condition or as nearly as practicable. In the event Lessee does not so remove such improvements within 90 days of the expiration of the Lease, they shall become the property of Lessor for no further consideration of any kind, and Lessee shall execute any documents that may be required or necessitated conveying its interest in such improvements, to Lessor.

8. Lessor's Reserved Rights. The Premises are accepted by Lessee subject to Lessor's paramount right to develop the Property, and in the event Lessor deems it necessary to do so, Lessor may remove all or a portion of Lessee's improvements within the Premises in order to develop, maintain, operate, construct or reconstruct improvements on the Property or any portion thereof. In such event, the parties understand and agree that Lessor shall be responsible for the repair or replacement of Lessee's improvements affected thereby or any costs in connection therewith. The period during which Lessee's improvements are affected thereby shall be added to the term of this Lease, or any extension thereof, so as to extend and postpone the expiration thereof unless Lessee elects to terminate this Lease.

9. Maintenance. Lessee shall maintain the Premises and the improvements constructed thereon in a neat, safe, orderly and attractive condition during the term of this Lease, and Lessee shall maintain such improvements in good working condition and repair during the term of this Lease. Lessee agrees to restore Lessor's property to the original condition at Lessee's expense upon expiration or early termination of the Lease.

10. Termination by Lessee. Subject to thirty (30) days written notice thereof to Lessor. Lessee may terminate this Lease if Lessee's advertising display within the Premises is materially obstructed, the commercial value of the billboard is materially affected as a result of reduced vehicular circulation, the billboard is prohibited by law, or the cost for insurance coverage required under Sections 14 herein causes the uses contemplated hereunder to be commercially frustrated

11. Continuation of Lease after Abandonment. Even though Lessee has abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of its rights and remedies under this Lease, including, but not limited to, the right to recover rent as it becomes due hereunder. For the purposes of this Section 11, acts of maintenance or preservation or efforts by Lessor to relet the premises, or the appointment of a receiver or initiative of Lessor to protect its interest under this Lease do not constitute a termination of Lessee's right to possession.

1
2 12. Assignment. Lessee may not assign, sublet, mortgage, hypothecate or
3 otherwise transfer in any manner any of its rights, duties or obligations hereunder to any
4 person or entity without the written consent of Lessor being first obtained, which consent shall
5 not be unreasonably withheld. In the event of any change of ownership of the property herein
6 leased, Lessor agrees to notify Lessee promptly of the name, address, and phone number of
7 the new owner. In the event that Lessee assigns this Lease, the assignee will be fully
8 obligated under this Lease.

9 13. Default. Should Lessee fail to pay rent or perform any other obligation under
10 this Lease within thirty (30) days after such performance is due, Lessee will be in default under
11 this Lease. In the event of such default, Lessor must give Lessee written notice by certified
12 mail and allow Lessee thirty (30) days thereafter to cure any default.

13 14. Insurance. Without limiting or diminishing Lessee's obligation to indemnify or
14 hold Lessor harmless, Lessee shall procure and maintain or cause to be maintained, at its sole
15 cost and expense, the following insurance coverage's during the term of this Lease.

16 (a) Workers' Compensation: If the Lessee has employees as defined by
17 the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance
18 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
19 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
20 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
21 favor of the Redevelopment Agency for the County of Riverside.

22 (b) Commercial General Liability: Commercial General Liability insurance
23 coverage, including but not limited to, premises liability, contractual liability, products and
24 completed operations liability, personal and advertising injury, and cross liability coverage,
25 covering claims which may arise from or out of Lessee's performance of its obligations
hereunder. Policy shall name the Redevelopment Agency for the County of Riverside, its
respective directors, officers, employees, elected or appointed officials, agents or
representatives as Additional Insureds. Policy's limit of liability shall not be less than
\$1,000,000 per occurrence combined single limit. If such insurance contains a general
aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the
occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the
performance of the obligations under this Lease, then Lessee 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 Lease or be no less than two (2) times the occurrence limit. Policy
shall name the Redevelopment Agency for the County of Riverside, its respective directors,
officers, employees, elected or appointed officials, agents or representatives as Additional
Insureds.

(d) 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-: VII (A-:7)
unless such requirements are waived, in writing, by the County Risk Manager. If the County's

1 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
2 specific insurer and only for one policy term.

3 2. The Lessee's insurance carrier(s) must declare its insurance self-
4 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
5 retentions shall have the prior written consent of the County Risk Manager before the
6 commencement of operations under this Lease. Upon notification of self insured retention
7 unacceptable to Lessor, and at the election of the Country's Risk Manager, Lessee's carriers
8 shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with
9 Lessor, or 2) procure a bond which guarantees payment of losses and related investigations,
10 claims administration, and defense costs and expenses. Notwithstanding the foregoing,
11 Lessor's approval shall not be required for self-insured retentions so long Lessee maintains a
12 net worth of at least Two Hundred Million Dollars (\$200,000,000.00).

13 3. Lessee shall cause Lessee's insurance carrier(s) to furnish Lessor with
14 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
15 Endorsements effecting coverage as required herein. If any claim made by Lessor is rejected
16 by Lessee's insurance company, Lessor shall have the right to view a complete, certified copy
17 of the applicable policy in the presence of a Lessee representative at a mutually agreeable
18 location, subject to Lessor executing a non-disclosure agreement. Further, said Certificate(s)
19 and policies of insurance shall contain the covenant of the insurance carrier(s) that at least
20 thirty (30) days written notice shall be given to Lessor prior to any material modification,
21 cancellation, or reduction in coverage below the required minimums of such insurance (ten
22 (10) days notice shall apply to non-payment). In the event of a material modification,
23 cancellation, or reduction in coverage below the required minimums, this Lease shall terminate
24 forthwith, unless Lessor receives, prior to such effective date, another properly executed
25 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. Lessee shall not commence
operations until Lessor has been furnished original Certificate(s) of Insurance and certified
original copies of endorsements. Any 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 the Lessee's
insurance shall be construed as primary insurance as relates to Lessee's operations, and
Lessor's insurance and/or deductibles and/or self-insured retention's or self-insured programs
shall not be construed as contributory in this respect.

5. If, during the term of this Lease or any extension thereof, there is a
material change in the scope of services; or, there is a material change in the equipment to be
used in the performance of the scope of work which will add additional exposures (such as the
use of aircraft, watercraft, cranes, etc.); or, the term of this Lease, including any extensions
thereof, exceeds five (5) years, Lessor reserves the right to adjust the types of insurance
required under this Lease and the monetary limits of liability for the insurance coverage's
currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or
type of insurance carried by the Lessee has become inadequate.

6. Lessee shall pass down the insurance obligations contained herein to all
tiers of subcontractors working under this Lease.

1 7. The insurance requirements contained in this Lease may be met with a
2 program(s) of self-insurance acceptable to Lessor.

3 8. Lessee agrees to notify Lessor of any claim by a third party or any
4 incident or event that may give rise to a claim arising from the performance of this Lease.

5 15. Hold Harmless. Lessee represents that it has inspected the Premises,
6 accepts the condition thereof and fully assumes any and all risks incidental to the use thereof.
7 Lessor shall not be liable to Lessee, its officers, agents, employees, subcontractors or
8 independent contractors for any personal injury or property damage suffered by them which
9 may result from hidden, latent or other dangerous conditions in, on, upon or within the
10 Premises; provided, however, that such dangerous conditions are not caused by the sole
11 negligence of Lessor, its officers, agents or employees. Lessee shall indemnify and hold
12 Lessor, its officers, agents, employees and independent contractors free and harmless from
any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers,
agents, employees, subcontractors and independent contractors, for property damage, bodily
injury, or death (Lessee's employees included) or any other element of damage of any kind or
nature, relating to or in anywise connected with or arising from its use and responsibilities in
connection therewith of the Premises or the condition thereof, and Lessee shall defend, at its
expense, including attorney fees, Lessor, its officers, agents, employees and independent
contractors in any legal action based upon such alleged acts or omissions. The specified
insurance limits required in Section 14 herein shall in no way limit or circumscribe Lessee's
obligations to indemnify and hold Lessor free and harmless herein.

13 16. Toxic Materials. During the term of this Lease and any extensions thereof,
14 Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating to
15 industrial hygiene or to the environmental condition on, under or about the Premises including,
16 but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns
17 and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under
18 or about the Premises or transport to or from the Premises any flammable explosives,
19 asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious
20 materials, whether injurious by themselves or in combination with other materials (collectively,
21 "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but
not be limited to, substances defined as "hazardous substances," "hazardous materials," or
"toxic substances" in the Comprehensive Environmental Response, Compensation and Liability
Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
Section 25117 of the California Health and Safety Code or as "hazardous substances" in
Section 25316 of the California Health and Safety Code; and in the regulations adopted in
publications promulgated pursuant to said laws.

22 17. Free from Liens. Lessee shall pay, when due, all sums of money that may
23 become due for any labor, services, material, supplies, or equipment, alleged to have been
24 furnished or to be furnished to Lessee, in, upon, or about the Premises, and which may be
25 secured by a mechanics', materialmen's or other lien against the Property or Lessor's interest
therein, and will cause each such lien to be fully discharged and released at the time the
performance of any obligation secured by such lien matures or becomes due; provided,
however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any
such contest, if such lien shall be reduced to final judgment, and such judgment or such
process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed,

1 and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and
2 discharge said judgment.

3 18. Employees and Agents of Lessee. It is understood and agreed that all persons
4 hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not
5 of Lessor.

6 19. Nondiscrimination. Lessee covenants for itself, its successors and assigns and
7 all persons claiming under it, and this Lease is made and accepted upon and subject to the
8 following conditions: There shall be no discrimination against or segregation of any person or
9 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of
10 the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision
11 (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the
12 Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or
13 enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person
14 claiming under or through him or her, establish or permit any such practice or practices of
15 discrimination or segregation with reference to the selection, location, number, use, or
16 occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein
17 leased.

18 20. Eminent Domain. In the event of condemnation of the subject premises or any
19 part thereof by proper authorities, or widening, expansion or relocation of State Highway 60,
20 Lessor grants to the Lessee the right to relocate its sign on Lessor's remaining property
21 adjoining the condemned property or the relocated highway. Any condemnation award for
22 Lessee's property shall accrue to Lessee. Any condemnation award for Lessor's property
23 shall accrue to Lessor.

24 21. Binding on Successors. Lessee, its assigns and successors in interest, shall be
25 bound by all the terms and conditions contained in this Lease, and all of the parties thereto
shall be jointly and severally liable hereunder.

26 22. Waiver of Performance. No waiver by Lessor at any time of any of the terms
27 and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter
28 of the same or of any other terms or conditions contained herein or of the strict and timely
29 performance of such terms and conditions.

30 23. Severability. The invalidity of any provision in this Lease as determined by a
31 court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

32 24. Venue. Any action at law or in equity brought by either of the parties hereto for
33 the purpose of enforcing a right or rights provided for by this Lease shall be tried in the
34 Superior Court of the County of Riverside, State of California, and the parties hereby waive all
35 provisions of law providing for a change of venue in such proceedings to any other county.

36 25. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and
37 Lessor to enforce any of the provisions of this Lease or any right of either party hereto, the
38 unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
39 costs and expenses, including reasonable attorneys' fees, incurred therein by the successful
40 party, all of which shall be included in and as a part of the judgment or award rendered in such
41 litigation or arbitration.

1 26. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all
2 necessary permits and licenses as it may be required to obtain, and Lessee shall pay for all
3 fees and taxes levied or required by any authorized public entity. Lessee recognizes and
understands that this Lease may create a possessory interest subject to property taxation and
that Lessee may be subject to the payment of property taxes levied on such interest.

4 27. Section Headings. The section headings herein are for the convenience of the
5 parties only, and shall not be deemed to govern, limit, modify or in any manner affect the
scope, meaning or intent of the provisions or language of this Lease.

6 28. Lessor's Representative. Lessor hereby appoints the Executive Director/RDA
7 as its authorized representative to administer this Lease.

8 29. Acknowledgment of Lease by Lessor. Upon execution of this Lease by the
9 parties hereto, this Lease shall be acknowledged by Lessor in such a manner that it will be
acceptable by the County Recorder for recordation purposes, and thereafter, Lessee may
10 cause this Lease to be recorded in the Office of the County Recorder of Riverside County
forthwith and furnish Lessor with a conformed copy thereof.

11 30. Agent for Service of Process. It is expressly understood and agreed that in the
12 event Lessee is not a resident of the State of California or it is an association or partnership
13 without a member or partner, resident of the State of California, or it is a foreign corporation,
14 then in any such event, Lessee shall file with Lessor, upon its execution hereof, a designation
of a natural person residing in the State of California, giving his or her name, residence and
15 business addresses, as its agent for the purpose of service of process in any court action
arising out of or based upon this Lease, and the delivery to such agent of a copy of any
16 process in any such action shall constitute valid service upon Lessee. It is further expressly
understood and agreed that if for any reason service of such process upon such agent is not
feasible, then in such event Lessee may be personally served with such process out of this
Lessor and that such service shall constitute valid service upon Lessee. It is further expressly
17 understood and agreed that Lessee is amenable to the process so served, submits the
jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

18 31 Entire Lease. This Lease is intended by the parties hereto as a final expression
19 of their understanding with respect to the subject matter hereof and as a complete and
exclusive statement of the terms and conditions thereof and supersedes any and all prior and
20 contemporaneous leases, agreements and understandings, oral or written, in connection
therewith. This Lease may be changed or modified only upon the written consent of the
parties hereto.

21 32. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code Section
22 107.6 that this Outdoor Advertising Ground Lease may create a taxable possessory interest in
the Premises. If personal property taxes are assessed, Lessee shall pay any portion of such
23 taxes directly attributable to Lessee's facilities.

24 ///
25 ///
 ///

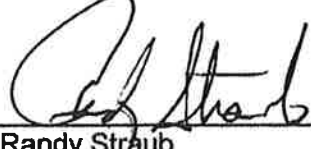
33. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

Lessor:	Lessee:
Redevelopment Agency for the County of Riverside	Lamar Advertising Company
3403 10 th Street, Suite 500	24541 Redlands Boulevard
Riverside, California 92501	Loma Linda, California 92354
	951-658-3241

34. Approval of Directors. Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Chairman of the Board of Directors of the Redevelopment Agency for the County of Riverside and the General Manager of a Lamar Advertising Company.


Dated: 12/9/10

LAMAR ADVERTISING COMPANIES

By: 
Randy Straub
General Manager

Dated: JAN 11 2011

THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: 
Bob Buster, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Anita C. Willis
Deputy County Counsel

JRF:ra
11/29/10
13.xxx

EXHIBIT "A"

174-150-012

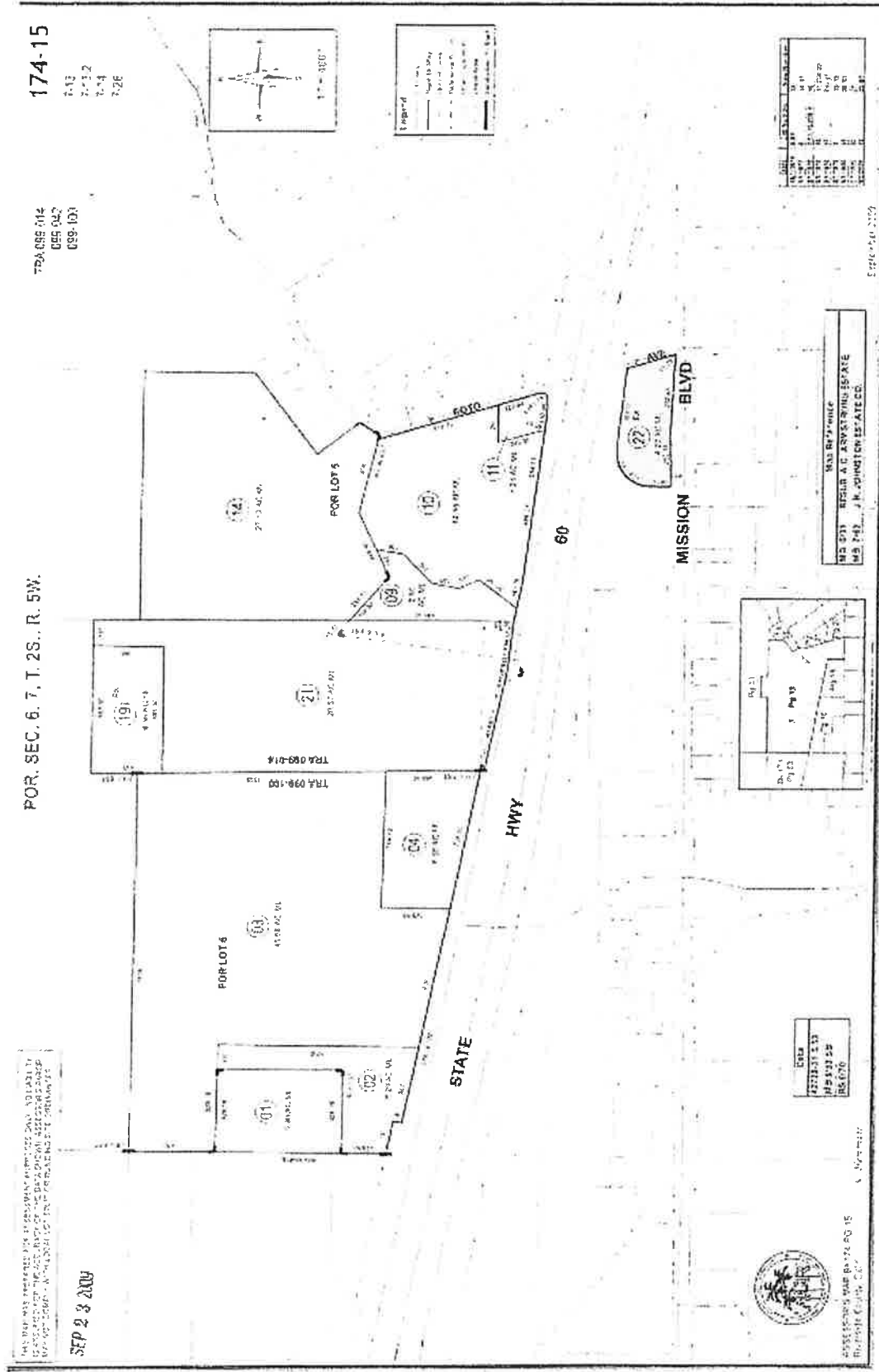


EXHIBIT "B"
Survey or Site Plan

1. This Exhibit shall be furnished to Lessor within ninety days of completion of construction.

EXHIBIT F
GRANT DEED

Recorded at request of and return to:
Rubinvest, LP
759 N. Mountain
Upland, California 91786
Attn: Gil Rodriguez

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: 174-150-022

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 Rubinvest, LP, a California Limited Partnership, 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. Grantee, its successors and assigns, shall maintain any improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of issuance of a temporary certificate of occupancy by the governmental entity with jurisdiction over the Property, reasonable wear and tear expected. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining a security devices in good working order. In the event of the Grantee’s or any successor’s failure to comply with this Section, the Grantor, on thirty (30) day prior written notice, may cause such compliance and upon the completion thereof, its cost shall be borne by the Grantee or its successor (as the case may be) and until paid, shall be a lien against the Property.

4. 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.

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

6. 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.

7. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this _____ day of _____, 20____.

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 G

RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

SR 60/Mission Boulevard, Jurupa Valley

This Right of Entry Agreement ("Agreement") is made and entered into this _____ day of _____, 2017, between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity ("Grantor"), and RUBINVEST, LP, a California Limited Partnership ("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 Mission Boulevard and SR 60 Interchange, in Jurupa Valley, California also known as Assessor Parcel Number 174-150-022, 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 _____, 2017 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 investigations 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 investigations 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 not 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 six (6) 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. 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 three (3) business days 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: Monica Tlaxcala

4. 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.

5. 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 Commissioners, 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 Commissioners, 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. The indemnification and hold harmless obligations set forth herein should survive the close of escrow, expiration and earlier termination of this Agreement.

6. Insurance. Without limiting or diminishing Grantee's obligation to indemnify or hold the Grantor harmless, Grantee and/or its Sub Contractor conducting the property investigations 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.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

7. 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, statutes, 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.

8. 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.

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

10. 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.

11. 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.

12. 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:

12.1 Grantee shall not commit waste upon the Property;

12.2 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;

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

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

12.5 Grantee shall not, except for testing purposes, 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;

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

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

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

12.9 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.

13. 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.

14. 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) business days 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.

15. 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.

16. 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.

17. 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.

18. 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

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: _____

Jhaila R. Brown
Deputy County Counsel

GRANTEE:

RUBINVEST, LP, a California Limited
Partnership

By: _____

Name: _____

Its: _____

Date: _____

matter herein. The terms of this Agreement are contractual and not a mere recital.

19. 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.

20. 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.

21. 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.

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

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

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

25. Recordation. Neither party shall record this Agreement.

26. 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.

27. 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.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

That portion of Tract No. 5 of A.C. Armstrong Estates, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 6, Page 31 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the westerly line of Soto Avenue (formerly Second Street), 50 feet wide, and the northerly line of Mission Boulevard (formerly Corundum Street (80 feet wide);

Thence westerly, along the northerly line of said Mission Boulevard, 880.00 feet to the southeasterly corner of the land conveyed to Aurel Joseph Pierce, Jr. and Viola L. Pierce, husband and wife, as joint tenants, by deed recorded December 20, 1954 in Book 1668, Page 240 of Official Records of Riverside County, California;

Thence northerly , along the easterly line of said land conveyed to Aurel Joseph Pierce, Jr., et ux., 445.37 feet to the southwesterly line of the land conveyed to the State of California, by deed recorded September 8, 1945, in Book 687, Page 574 of Official Records of Riverside County, California;

Thence southeasterly, along the southwesterly line of said land conveyed to the State of California, 820.40 feet to the westerly line of said Soto Avenue;

Thence southeasterly, along said westerly line, 271.01 feet to the Point of Beginning.

Excepting therefrom those portions conveyed to the State of California, by deeds recorded June 13, 1972 as Instrument No. 076978 and April 28, 2009 as Instrument No. 2009-206502 Both of Official Records of Riverside County, California.

Assessor's Parcel No: 174-150-022

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 Rubinvest, L.P., a Limited Partnership ("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.

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
Rubinvest, LP)
759 N. Mountain)
Upland, California 91786)
Attention: Gil Rodriguez)

(SPACE ABOVE FOR RECORDER'S USE ONLY)

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(LAMAR BILLBOARD LEASE)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into on this ____ day of _____, 2017 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 RUBINVEST, LP, a California Limited Partnership ("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 community of Jurupa Valley, California in the County of Riverside, identified as Assessor's Parcel Number. 174-150-022, 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 Lamar Companies ("Lamar") entered into that certain Outdoor Advertising Ground Lease effective January 11, 2011, (collectively "Lease") for a twenty year (20) term which expires on January 10, 2031, as depicted on the site map attached hereto as Exhibit "B" and incorporated herein by this reference ("Lamar Billboard Site Map"). The Property is used for the purpose of installing, operating and maintaining a structure and accompanying connections to be used as a billboard for commercial outdoor advertising. 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.

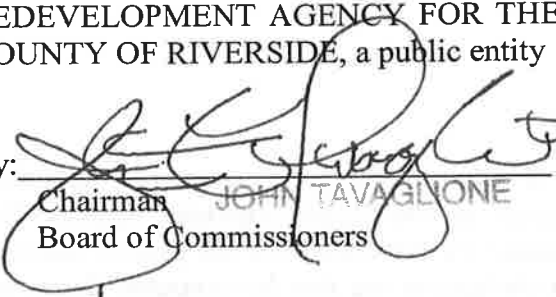
6. Upon the acquisition of fee title to the Property by Assignee, Assignee acknowledges and agrees not to terminate the Lease prior to the expiration of the term or any extension thereto, except in the event of an uncured default by Lamar after notice and opportunity to cure, pursuant to the term of the Lease or as otherwise provided in the Lease.
7. The principal address of Assignee for purposes of the Lease and Related Agreements is as follows:

Rubinvest, LP
759 N. Mountain
Upland, California 91786
Attn: Gil Rodriguez
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 Lamar.
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.

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

ASSIGNOR:

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

By: 
Chairman JOHN TAVAGLIONE
Board of Commissioners

Dated: July 26, 2017

ASSIGNEE:


RUBINVEST, LP, a California Limited Partnership

By: GR Management I, Inc.
General Partner
Name: Sil Rodriguez Jr.
Its: President

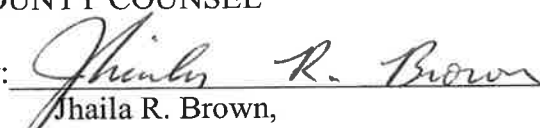
Dated: 6-30-17

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: 
Jhaila R. Brown,
Deputy County Counsel

(Assignor and Assignee Signatures need to be notarized)

ALL PURPOSE ACKNOWLEDGMENT

A notary public officer 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

}SS

County of San Bernardino

}SS

On 6-30-17 before me, Shelley Dunham, Notary Public
(here insert name and title of the officer)
personally appeared, Gil Rodriguez Jr.

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 is true and correct.

WITNESS my hand and official seal

Signature

Shelley Dunham



(SEAL)

EXHIBIT B

LAMAR BILLBOARD SITE MAP

(behind this page)



©2016 Google

Google

Map data ©2016 Google, N 147°26'33.23" E, 34°00'45.38" N

OUTDOOR ADVERTISING GROUND LEASE

This Lease is made this 11th day of January, 2011 by and between **THE LAMAR COMPANIES** (hereinafter "Lessee"), and **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**, a public body, corporate and politic (hereinafter "Lessor").

RECITALS

A. Lessor is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the California Redevelopment Law, which is Part 1 of Division 24 of the California Health and Safety Code (commencing with Section 33000 et seq.).

B. Pursuant to Health and Safety Code Section 33430, Lessor may, within the survey area or for the purposes of redevelopment, sell, lease, for a period not to exceed 99 years, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust, or otherwise, dispose of any real or personal property or any interest in property.

C. On July 9, 1996, the Board of Supervisors for the County of Riverside adopted Ordinance No. 763 adopting the redevelopment plan (the "Plan") for the Jurupa Valley Project Area (the "Project Area").

D. The Plan was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area.

E. Lessor is the owner of that certain real property (hereinafter "the Property") situated in the County of Riverside, State of California, identified as Assessor's Parcel Number 174-150-012, more particularly depicted on Exhibit "A" (assessors' parcel map), attached hereto and incorporated herein.

F. Lessor and Lessee entered into that certain Outdoor Advertisement Display Relocation Agreement dated April 6, 2010.

G. Lessor desires to lease a portion of the Property to Lessee as shown on Exhibit "B" attached hereto and incorporated herein.

H. Lessee desires to lease such portion of the Property from Lessor, as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by Lessee's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in Lessee's use of the sign.

NOW, THEREFORE, the parties agree as follows:

1 1. Premises. Subject to the following terms and conditions, Lessor hereby leases
2 to Lessee that certain ground space on the Property to install that certain structure, equipment
3 and fixtures as indicated on Exhibit "B", attached hereto and incorporated herein by reference,
4 including any applicable easement for utilities (hereinafter "the Premises"). Lessee shall be
permitted ingress and egress to and from the Premises over such routes as are designated by
Lessor from time to time.

5 2. Initial Term. The Term of this Lease shall be for a period of twenty (20) years,
6 commencing on approval by the Board of Directors of the Redevelopment Agency for the
7 County of Riverside and execution by its Chairman. Any holding over by Lessee after the
expiration of this Lease shall be on a day-to-day basis strictly, and continuing tenancy rights
shall not accrue to Lessee.

8 3. Rent. Lessee shall pay to Lessor an annual rental of \$3,000.00 as minimum
9 consideration for this Lease, on an annual basis, the first installment being due upon execution
10 of this Lease, and subsequent annual installments due on each anniversary of the
11 commencement date. In addition to the minimum annual rent, on an annual basis Lessee
12 shall pay Lessor, within 60 days of the first anniversary twenty five percent (25%) of all gross
13 revenue generated by this sign, less the minimum rent, during the Lease term, As used
herein, gross revenue includes all revenues, before reduction for expenses of any kind, made
in cash or otherwise received by Lessee. Lessee shall make available promptly upon request
to Lessor all additional information reasonably necessary to verify the accuracy of Lessee's
accounting.

14 4. Use. The premises are leased hereby for the purpose of installing, operating
15 and maintaining a structure and accompanying connections to be used as a billboard for
16 commercial outdoor advertising. Such use shall be in compliance with County of Riverside
17 Ordinance No. 348. The Premises shall not be used for any other purpose without first
obtaining the written consent of Lessor. Lessee shall have exclusive possession of the
Premises together with appropriate non-exclusive access across Lessor's Property to the
Premises, including any required utility or access corridors.

18 5. Non-compete. Excepting anything that already exists upon the date of
19 execution of this Lease, Lessor agrees not to erect or allow any other off-premise advertising
20 structure(s), other than Lessee's, on the Property owned or controlled by Lessor or the County
21 of Riverside within one thousand (1,000) feet of Lessee's sign. Lessor further agrees not to
erect or allow any other obstruction of highway view or any vegetation that may obstruct the
highway view of Lessee's sign. Lessee is hereby authorized to remove any such other
advertising structure, obstruction or vegetation at Lessee's option and expense.

22 6. Utility Charges. Lessee shall obtain a separate electric meter and shall pay, or
23 cause to be paid, all charges for power or other services used, rented or supplied to Lessee in
connection with its use of the Premises. Lessor shall grant any necessary utility easement
across the Property.

24 7. On-Site Improvement's by Lessee.

25 (a) Lessee, at its expense, shall have the right to construct, or cause to be
constructed, upon the Premises a structure and accompanying equipment and connections
thereto to accommodate the use contemplated hereunder which structure is shown on Exhibit

1 "B", attached hereto and by this reference made a part of this Lease.

2 (b) Such construction shall have the prior written approval of Lessor after
3 Lessee has submitted to Lessor its plans, and specifications therefore. Such approval by
4 Lessor shall not be unreasonably withheld. In addition, Lessee understands and agrees that it
5 shall obtain all necessary approvals in writing, from appropriate public entities, including
6 without limitation, the County of Riverside Planning Department, the County of Riverside
7 Building & Safety Department, the State of California Department of Transportation (Caltrans),
8 for the construction, operation and maintenance of the billboard contemplated hereunder prior
9 to the commencement of such construction and shall provide Lessor with copies of such
10 approvals.

11 (c) Such structure, equipment and connections shall remain the property of
12 Lessee; provided, however, that Lessee removes, at its expense, such improvements, at or
13 prior to the expiration of this Lease and restore the surface of the Premises to their original
14 shape and condition or as nearly as practicable. In the event Lessee does not so remove such
15 improvements within 90 days of the expiration of the Lease, they shall become the property of
16 Lessor for no further consideration of any kind, and Lessee shall execute any documents that
17 may be required or necessitated conveying its interest in such improvements, to Lessor.

18 8. Lessor's Reserved Rights. The Premises are accepted by Lessee subject to
19 Lessor's paramount right to develop the Property, and in the event Lessor deems it necessary
20 to do so, Lessor may remove all or a portion of Lessee's improvements within the Premises in
21 order to develop, maintain, operate, construct or reconstruct improvements on the Property or
22 any portion thereof. In such event, the parties understand and agree that Lessor shall be
23 responsible for the repair or replacement of Lessee's improvements affected thereby or any
24 costs in connection therewith. The period during which Lessee's improvements are affected
25 thereby shall be added to the term of this Lease, or any extension thereof, so as to extend and
postpone the expiration thereof unless Lessee elects to terminate this Lease.

9. Maintenance. Lessee shall maintain the Premises and the improvements
constructed thereon in a neat, safe, orderly and attractive condition during the term of this
Lease, and Lessee shall maintain such improvements in good working condition and repair
during the term of this Lease. Lessee agrees to restore Lessor's property to the original
condition at Lessee's expense upon expiration or early termination of the Lease.

10. Termination by Lessee. Subject to thirty (30) days written notice thereof to
Lessor. Lessee may terminate this Lease if Lessee's advertising display within the Premises is
materially obstructed, the commercial value of the billboard is materially affected as a result of
reduced vehicular circulation, the billboard is prohibited by law, or the cost for insurance
coverage required under Sections 14 herein causes the uses contemplated hereunder to be
commercially frustrated

11. Continuation of Lease after Abandonment. Even though Lessee has
abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not
terminate Lessee's right to possession, and Lessor may enforce all of its rights and remedies
under this Lease, including, but not limited to, the right to recover rent as it becomes due
hereunder. For the purposes of this Section 11, acts of maintenance or preservation or efforts
by Lessor to relet the premises, or the appointment of a receiver or initiative of Lessor to
protect its interest under this Lease do not constitute a termination of Lessee's right to
possession.

1
2 12. Assignment. Lessee may not assign, sublet, mortgage, hypothecate or
3 otherwise transfer in any manner any of its rights, duties or obligations hereunder to any
4 person or entity without the written consent of Lessor being first obtained, which consent shall
5 not be unreasonably withheld. In the event of any change of ownership of the property herein
6 leased, Lessor agrees to notify Lessee promptly of the name, address, and phone number of
7 the new owner. In the event that Lessee assigns this Lease, the assignee will be fully
8 obligated under this Lease.

9
10 13. Default. Should Lessee fail to pay rent or perform any other obligation under
11 this Lease within thirty (30) days after such performance is due, Lessee will be in default under
12 this Lease. In the event of such default, Lessor must give Lessee written notice by certified
13 mail and allow Lessee thirty (30) days thereafter to cure any default.

14 14. Insurance. Without limiting or diminishing Lessee's obligation to indemnify or
15 hold Lessor harmless, Lessee shall procure and maintain or cause to be maintained, at its sole
16 cost and expense, the following insurance coverage's during the term of this Lease.

17 (a) Workers' Compensation: If the Lessee has employees as defined by
18 the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance
19 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
20 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
21 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
22 favor of the Redevelopment Agency for the County of Riverside.

23 (b) Commercial General Liability: Commercial General Liability insurance
24 coverage, including but not limited to, premises liability, contractual liability, products and
25 completed operations liability, personal and advertising injury, and cross liability coverage,
covering claims which may arise from or out of Lessee's performance of its obligations
hereunder. Policy shall name the Redevelopment Agency for the County of Riverside, its
respective directors, officers, employees, elected or appointed officials, agents or
representatives as Additional Insureds. Policy's limit of liability shall not be less than
\$1,000,000 per occurrence combined single limit. If such insurance contains a general
aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the
occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the
performance of the obligations under this Lease, then Lessee 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 Lease or be no less than two (2) times the occurrence limit. Policy
shall name the Redevelopment Agency for the County of Riverside, its respective directors,
officers, employees, elected or appointed officials, agents or representatives as Additional
Insureds.

(d) 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-: VII (A-:7)
unless such requirements are waived, in writing, by the County Risk Manager. If the County's

1 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
2 specific insurer and only for one policy term.

3 2. The Lessee's insurance carrier(s) must declare its insurance self-
4 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
5 retentions shall have the prior written consent of the County Risk Manager before the
6 commencement of operations under this Lease. Upon notification of self insured retention
7 unacceptable to Lessor, and at the election of the Country's Risk Manager, Lessee's carriers
8 shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with
9 Lessor, or 2) procure a bond which guarantees payment of losses and related investigations,
10 claims administration, and defense costs and expenses. Notwithstanding the foregoing,
11 Lessor's approval shall not be required for self-insured retentions so long Lessee maintains a
12 net worth of at least Two Hundred Million Dollars (\$200,000,000.00).

13 3. Lessee shall cause Lessee's insurance carrier(s) to furnish Lessor with
14 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
15 Endorsements effecting coverage as required herein. If any claim made by Lessor is rejected
16 by Lessee's insurance company, Lessor shall have the right to view a complete, certified copy
17 of the applicable policy in the presence of a Lessee representative at a mutually agreeable
18 location, subject to Lessor executing a non-disclosure agreement. Further, said Certificate(s)
19 and policies of insurance shall contain the covenant of the insurance carrier(s) that at least
20 thirty (30) days written notice shall be given to Lessor prior to any material modification,
21 cancellation, or reduction in coverage below the required minimums of such insurance (ten
22 (10) days notice shall apply to non-payment). In the event of a material modification,
23 cancellation, or reduction in coverage below the required minimums, this Lease shall terminate
24 forthwith, unless Lessor receives, prior to such effective date, another properly executed
25 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. Lessee shall not commence
operations until Lessor has been furnished original Certificate(s) of Insurance and certified
original copies of endorsements. Any 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.

18 4. It is understood and agreed to by the parties hereto that the Lessee's
19 insurance shall be construed as primary insurance as relates to Lessee's operations, and
20 Lessor's insurance and/or deductibles and/or self-insured retention's or self-insured programs
21 shall not be construed as contributory in this respect.

22 5. If, during the term of this Lease or any extension thereof, there is a
23 material change in the scope of services; or, there is a material change in the equipment to be
24 used in the performance of the scope of work which will add additional exposures (such as the
25 use of aircraft, watercraft, cranes, etc.); or, the term of this Lease, including any extensions
thereof, exceeds five (5) years, Lessor reserves the right to adjust the types of insurance
required under this Lease and the monetary limits of liability for the insurance coverage's
currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or
type of insurance carried by the Lessee has become inadequate.

25 6. Lessee shall pass down the insurance obligations contained herein to all
tiers of subcontractors working under this Lease.

1 7. The insurance requirements contained in this Lease may be met with a
2 program(s) of self-insurance acceptable to Lessor.

3 8. Lessee agrees to notify Lessor of any claim by a third party or any
4 incident or event that may give rise to a claim arising from the performance of this Lease.

5 15. Hold Harmless. Lessee represents that it has inspected the Premises,
6 accepts the condition thereof and fully assumes any and all risks incidental to the use thereof.
7 Lessor shall not be liable to Lessee, its officers, agents, employees, subcontractors or
8 independent contractors for any personal injury or property damage suffered by them which
9 may result from hidden, latent or other dangerous conditions in, on, upon or within the
10 Premises; provided, however, that such dangerous conditions are not caused by the sole
11 negligence of Lessor, its officers, agents or employees. Lessee shall indemnify and hold
12 Lessor, its officers, agents, employees and independent contractors free and harmless from
13 any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers,
14 agents, employees, subcontractors and independent contractors, for property damage, bodily
15 injury, or death (Lessee's employees included) or any other element of damage of any kind or
16 nature, relating to or in anywise connected with or arising from its use and responsibilities in
17 connection therewith of the Premises or the condition thereof, and Lessee shall defend, at its
18 expense, including attorney fees, Lessor, its officers, agents, employees and independent
19 contractors in any legal action based upon such alleged acts or omissions. The specified
20 insurance limits required in Section 14 herein shall in no way limit or circumscribe Lessee's
21 obligations to indemnify and hold Lessor free and harmless herein.

22 16. Toxic Materials. During the term of this Lease and any extensions thereof,
23 Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating to
24 industrial hygiene or to the environmental condition on, under or about the Premises including,
25 but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns
26 and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under
27 or about the Premises or transport to or from the Premises any flammable explosives,
28 asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious
29 materials, whether injurious by themselves or in combination with other materials (collectively,
30 "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but
31 not be limited to, substances defined as "hazardous substances," "hazardous materials," or
32 "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability
33 Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
34 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
35 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
36 Section 25117 of the California Health and Safety Code or as "hazardous substances" in
37 Section 25316 of the California Health and Safety Code; and in the regulations adopted in
38 publications promulgated pursuant to said laws.

39 17. Free from Liens. Lessee shall pay, when due, all sums of money that may
40 become due for any labor, services, material, supplies, or equipment, alleged to have been
41 furnished or to be furnished to Lessee, in, upon, or about the Premises, and which may be
42 secured by a mechanics', materialmen's or other lien against the Property or Lessor's interest
43 therein, and will cause each such lien to be fully discharged and released at the time the
44 performance of any obligation secured by such lien matures or becomes due; provided,
45 however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any
46 such contest, if such lien shall be reduced to final judgment, and such judgment or such
47 process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed,

1 and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and
2 discharge said judgment.

3 18. Employees and Agents of Lessee. It is understood and agreed that all persons
4 hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not
5 of Lessor.

6 19. Nondiscrimination. Lessee covenants for itself, its successors and assigns and
7 all persons claiming under it, and this Lease is made and accepted upon and subject to the
8 following conditions: There shall be no discrimination against or segregation of any person or
9 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of
10 the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision
11 (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the
12 Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or
13 enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person
14 claiming under or through him or her, establish or permit any such practice or practices of
15 discrimination or segregation with reference to the selection, location, number, use, or
16 occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein
17 leased.

18 20. Eminent Domain. In the event of condemnation of the subject premises or any
19 part thereof by proper authorities, or widening, expansion or relocation of State Highway 60,
20 Lessor grants to the Lessee the right to relocate its sign on Lessor's remaining property
21 adjoining the condemned property or the relocated highway. Any condemnation award for
22 Lessee's property shall accrue to Lessee. Any condemnation award for Lessor's property
23 shall accrue to Lessor.

24 21. Binding on Successors. Lessee, its assigns and successors in interest, shall be
25 bound by all the terms and conditions contained in this Lease, and all of the parties thereto
shall be jointly and severally liable hereunder.

22. Waiver of Performance. No waiver by Lessor at any time of any of the terms
and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter
of the same or of any other terms or conditions contained herein or of the strict and timely
performance of such terms and conditions.

23. Severability. The invalidity of any provision in this Lease as determined by a
court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

24. Venue. Any action at law or in equity brought by either of the parties hereto for
the purpose of enforcing a right or rights provided for by this Lease shall be tried in the
Superior Court of the County of Riverside, State of California, and the parties hereby waive all
provisions of law providing for a change of venue in such proceedings to any other county.

25. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and
Lessor to enforce any of the provisions of this Lease or any right of either party hereto, the
unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
costs and expenses, including reasonable attorneys' fees, incurred therein by the successful
party, all of which shall be included in and as a part of the judgment or award rendered in such
litigation or arbitration.

1 26. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all
2 necessary permits and licenses as it may be required to obtain, and Lessee shall pay for all
3 fees and taxes levied or required by any authorized public entity. Lessee recognizes and
understands that this Lease may create a possessory interest subject to property taxation and
that Lessee may be subject to the payment of property taxes levied on such interest.

4 27. Section Headings. The section headings herein are for the convenience of the
5 parties only, and shall not be deemed to govern, limit, modify or in any manner affect the
scope, meaning or intent of the provisions or language of this Lease.

6 28. Lessor's Representative. Lessor hereby appoints the Executive Director/RDA
7 as its authorized representative to administer this Lease.

8 29. Acknowledgment of Lease by Lessor. Upon execution of this Lease by the
9 parties hereto, this Lease shall be acknowledged by Lessor in such a manner that it will be
acceptable by the County Recorder for recordation purposes, and thereafter, Lessee may
10 cause this Lease to be recorded in the Office of the County Recorder of Riverside County
forthwith and furnish Lessor with a conformed copy thereof.

11 30. Agent for Service of Process. It is expressly understood and agreed that in the
12 event Lessee is not a resident of the State of California or it is an association or partnership
without a member or partner, resident of the State of California, or it is a foreign corporation,
13 then in any such event, Lessee shall file with Lessor, upon its execution hereof, a designation
of a natural person residing in the State of California, giving his or her name, residence and
14 business addresses, as its agent for the purpose of service of process in any court action
arising out of or based upon this Lease, and the delivery to such agent of a copy of any
15 process in any such action shall constitute valid service upon Lessee. It is further expressly
understood and agreed that if for any reason service of such process upon such agent is not
16 feasible, then in such event Lessee may be personally served with such process out of this
Lessor and that such service shall constitute valid service upon Lessee. It is further expressly
17 understood and agreed that Lessee is amenable to the process so served, submits the
jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

18 31 Entire Lease. This Lease is intended by the parties hereto as a final expression
19 of their understanding with respect to the subject matter hereof and as a complete and
exclusive statement of the terms and conditions thereof and supersedes any and all prior and
20 contemporaneous leases, agreements and understandings, oral or written, in connection
therewith. This Lease may be changed or modified only upon the written consent of the
parties hereto.

21 32. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code Section
22 107.6 that this Outdoor Advertising Ground Lease may create a taxable possessory interest in
the Premises. If personal property taxes are assessed, Lessee shall pay any portion of such
23 taxes directly attributable to Lessee's facilities.

24 ///
25 ///

///

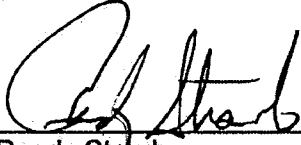
33. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

Lessor:	Lessee:
Redevelopment Agency for the County of Riverside	Lamar Advertising Company
3403 10 th Street, Suite 500	24541 Redlands Boulevard
Riverside, California 92501	Loma Linda, California 92354
	951-658-3241

34. Approval of Directors. Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Chairman of the Board of Directors of the Redevelopment Agency for the County of Riverside and the General Manager of a Lamar Advertising Company.

Dated: 12/9/10

LAMAR ADVERTISING COMPANIES

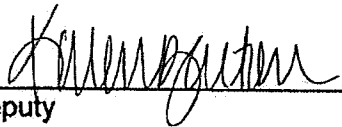
By: 
Randy Straub
General Manager

Dated: JAN 11 2011

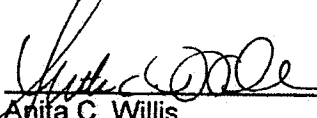
THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: 
Bob Buster, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Anita C. Willis
Deputy County Counsel

JRF:ra
11/29/10
13.xxx

EXHIBIT "A"

174-150-012



EXHIBIT "B"
Survey or Site Plan

1. This Exhibit shall be furnished to Lessor within ninety days of completion of construction.

Recorded at request of and return to:
Rubinvest, LP
759 N. Mountain
Upland, California 91786
Attn: Gil Rodriguez

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: 174-150-022

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 Rubinvest, LP, a California Limited Partnership, 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. Grantee, its successors and assigns, shall maintain any improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of issuance of a temporary certificate of occupancy by the governmental entity with jurisdiction over the Property, reasonable wear and tear expected. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining a security devices in good working order. In the event of the Grantee’s or any successor’s failure to comply with this Section, the Grantor, on thirty (30) day prior written notice, may cause such compliance and upon the completion thereof, its cost shall be borne by the Grantee or its successor (as the case may be) and until paid, shall be a lien against the Property.

4. 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.

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

6. 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.

7. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this _____ day of _____, 20____.

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

RIGHT OF ENTRY AGREEMENT

SR 60/Mission Boulevard, Jurupa Valley

This Right of Entry Agreement ("Agreement") is made and entered into this _____ day of _____, 2017, between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity ("Grantor"), and RUBINVEST, LP, a California Limited Partnership ("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 Mission Boulevard and SR 60 Interchange, in Jurupa Valley, California also known as Assessor Parcel Number 174-150-022, 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 _____, 2017 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 investigations 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 investigations 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 not 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 six (6) 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. 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 three (3) business days 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: Monica Tlaxcala

4. 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.

5. 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 Commissioners, 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 Commissioners, 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. The indemnification and hold harmless obligations set forth herein should survive the close of escrow, expiration and earlier termination of this Agreement.

6. Insurance. Without limiting or diminishing Grantee's obligation to indemnify or hold the Grantor harmless, Grantee and/or its Sub Contractor conducting the property investigations 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.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

7. 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, statutes, 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.

8. 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.

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

10. 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.

11. 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.

12. 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:

12.1 Grantee shall not commit waste upon the Property;

12.2 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;

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

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

12.5 Grantee shall not, except for testing purposes, 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;

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

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

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

12.9 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.

13. 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.

14. 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) business days 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

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

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

25. Recordation. Neither party shall record this Agreement.

26. 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.

27. 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.

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: _____

Jhaila R. Brown
Deputy County Counsel

GRANTEE:

RUBINVEST, LP, a California Limited
Partnership

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

That portion of Tract No. 5 of A.C. Armstrong Estates, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 6, Page 31 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the westerly line of Soto Avenue (formerly Second Street), 50 feet wide, and the northerly line of Mission Boulevard (formerly Corundum Street (80 feet wide);

Thence westerly, along the northerly line of said Mission Boulevard, 880.00 feet to the southeasterly corner of the land conveyed to Aurel Joseph Pierce, Jr. and Viola L. Pierce, husband and wife, as joint tenants, by deed recorded December 20, 1954 in Book 1668, Page 240 of Official Records of Riverside County, California;

Thence northerly, along the easterly line of said land conveyed to Aurel Joseph Pierce, Jr., et ux., 445.37 feet to the southwesterly line of the land conveyed to the State of California, by deed recorded September 8, 1945, in Book 687, Page 574 of Official Records of Riverside County, California;

Thence southeasterly, along the southwesterly line of said land conveyed to the State of California, 820.40 feet to the westerly line of said Soto Avenue;

Thence southeasterly, along said westerly line, 271.01 feet to the Point of Beginning.

Excepting therefrom those portions conveyed to the State of California, by deeds recorded June 13, 1972 as Instrument No. 076978 and April 28, 2009 as Instrument No. 2009-206502 Both of Official Records of Riverside County, California.

Assessor's Parcel No: 174-150-022

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 Rubinvest, L.P., a Limited Partnership ("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.



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

NOTICE OF EXEMPTION

7/27/17
Date

W
Initial

June 28, 2017

Project Name: Long Range Property Management Plan Sale, Jurupa Valley, County of Riverside

Project Number: ED190019408

Project Location: Northeast corner of Mission Boulevard and State Route 60 east on-ramp, Jurupa Valley, Riverside County, California; Assessor's Parcel Number (APN): 174-150-022 (See attached exhibits)

Description of Project: The Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is required to conclude the affairs of the former Redevelopment Agency for the County of Riverside. A Long-Range Property Management Plan (LRMP) was created and approved by the Department of Finance on December 18, 2015, which identified all assets owned and appropriate disposition strategies. The 4.22-acre subject property located at northeast corner of Mission Boulevard and State Route 60 East on-ramp (APN 174-150-022) in the City of Jurupa Valley was identified as a property that was designated for sale. Multiple offers were received for the Property and the Successor Agency recommends acceptance of the offer from Rubinvest, LP, a California Limited Partnership in the amount of \$1,195,000. An updated appraisal was conducted by Michael J. Francis, MAI, dated May 18, 2016 found the fair market value of the Property to be \$1,163,903. The sale proceeds will first be used to pay closing costs, and then disbursed to the taxing entities, including school districts, special districts and the County, pursuant to Health and Safety Code Section 34188. The sale of the property and transfer of title is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project is limited to the sale of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property. Any attempt at evaluating physical impacts related to future development at this time would be wholly speculative and would provide no meaningful input or analysis.

Name of Public Agency Approving Project: Successor Agency to the Redevelopment Agency for the County of Riverside

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: State CEQA Guidelines, Section 15061(b)(3), General Rule or "Common Sense" Exemption.

JUL 25 2017 4.1

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

Reasons Why Project is Exempt: The Project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project is the proposed sale of real property which will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and will not result in any physical changes to the existing site. Any future development projects at this property would require a full evaluation under CEQA at that time. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The proposed sale of real property will not have an effect on the environment and does not allow for any development, construction, or change of use that may create a future direct or indirect physical environmental impact; thus, no environmental impacts are anticipated to occur.

- **Section 15061 (b)(3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372. With certainty, there is no possibility that the Project may have a significant effect on the environment. As stated, the Project is merely the proposed sale of property and any future activity or project at the location would require CEQA review, and any potential change of use or future project would be wholly speculative at this time. Therefore, in no way would the Project, as proposed, have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project, as proposed, meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed: _____

Date: _____

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Long Range Property Management Plan Sale, Mission Boulevard/State Route 60 East On-Ramp, located in the City of Jurupa Valley, County of Riverside

Accounting String: 524830-47220-7200400000- ED190019408

DATE: June 28, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

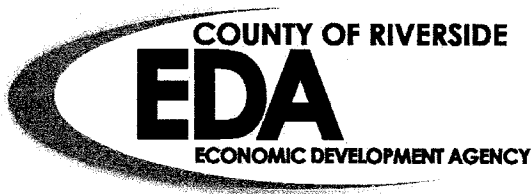
PRESENTED BY: Monica Tlaxcala, Real Estate Division, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY:

DATE:

RECEIPT # (S)



Date: June 28, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # ED190019408**
Long Range Property Management Plan Sale located at Mission Boulevard/State Route 60 East On-Ramp, in the City of Jurupa Valley, County of Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file