

When recorded mail to:

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09/25/2009 08:00A Fee:49.00

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



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DX- 1503
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RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
NATIONAL COMMERCIAL SERVICES
COMMERCIAL/INDUSTRIAL

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

RCS-348131-5A1

Project: California Square Land Exchange

APN: 193-261-001-7, 193-261-002-8

193-261-006-2

TRA: 009-156

THE REDEVELOPMENT AGENCY OF THE
CITY OF RIVERSIDE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Redevelopment Agency of the City of Riverside, a public body corporate and politic ("Grantor"), hereby grants to California Square Partners, a California limited partnership ("Grantee"), subject to all easements, covenants, conditions, restrictions and matters of record that may affect the Land (as defined below) that certain real property located in the City of Riverside, County of Riverside, State of California, which real property is more particularly described in Schedule "1" attached hereto ("Land"), together with all right, title and interest of Grantor in and to all buildings and improvements now located on the Land.

Grantor hereby further grants to Grantee all easements, privileges and rights appurtenant to the Land and pertaining or held and enjoyed in connection therewith and all of Grantor's right, title and interest in and to any land lying in the bed of any street, alley, road or avenue to the centerline thereof in front of, or adjoining the Land.

For valuable consideration, the receipt of which is hereby acknowledged, the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic ("Grantor") hereby grants to California Square Partners, a California limited partnership, "Grantee" the real property legally described in Schedule 1 to Grant Deed and by this reference incorporated the same herein ("Property").

DX 1502

1. The Land is conveyed in accordance with and subject to the Redevelopment Plan which was approved and adopted by Ordinance No. 6685 of the City Council of the City of Riverside, and a Land Exchange Agreement entered into between Grantor and Grantee dated July 28, 2009 (the "LEA"), a copy of which is on file with the Grantor at its offices as a public record and which is incorporated herein by reference.

2. The Grantee covenants by and for itself, its 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 race, color, creed, religion, sex, age, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in or on the Property.

All deeds, leases or contracts made relative to the Property shall contain the following nondiscrimination clauses:

(a) In deeds: "The grantee herein covenants by and for itself, its 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 race, color, creed, religion, sex, age, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, locations, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in or on the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, 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 race, color, creed, religion, sex, age, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, marital status, national origin or ancestry 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 it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

3. 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, deed of trust or other financing or security instrument permitted by the LEA; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. The covenants contained in this Grant Deed against discrimination shall remain in effect in perpetuity.

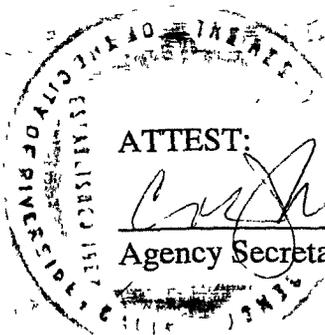
5. The covenants contained in this Grant Deed serve as a public purpose and shall be binding for the benefit of the Grantor and its successors and assigns, and for the public; and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in full force and effect, without regard to whether the Grantor is or remains an owner of any land or interest herein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach as provided in the LEA or by law. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successor.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this 27th day of August, 2009.

Grantor:

THE REDEVELOPMENT AGENCY OF THE
CITY OF RIVERSIDE, a public body corporate and
politic

By: Beunda J. Graham
~~Bradley J. Hudson~~
Executive Director



ATTEST:

[Signature]
Agency Secretary

APPROVED AS TO LEGAL FORM:

By: [Signature]
Agency Special Counsel

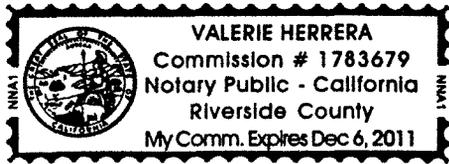
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On August 27, 2009 before me, Valerie Herrera, Notary Public

personally appeared Belinda J. Graham and Colleen J. Nicol



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

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

WITNESS my hand and official seal.

Signature Valerie Herrera Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document _____

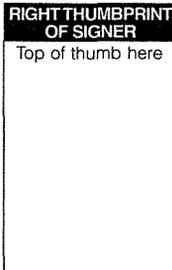
Document Date _____ Number of Pages. _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

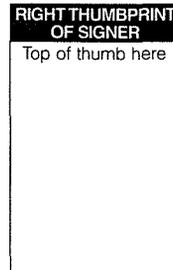
- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing _____

Signer's Name _____

- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing _____

ACCEPTANCE OF GRANT DEED

The provisions of this Grant Deed are hereby approved and accepted.

Date: 8-26-09

CALIFORNIA SQUARE
Partners, LLC, a California
limited liability company

By: [Signature]
Its: MANAGING MEMBER

Date: _____

By: _____
Its: _____

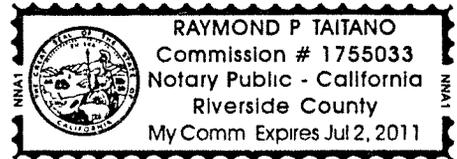
STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On August 26, 2009, before me, Raymond P Taitano Notary Public, personally appeared Rolando Iglesias who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Raymond P Taitano
Notary Signature



IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of August 27, 2009.

GRANTOR:

The Redevelopment Agency of the City of Riverside, a public body corporate and politic

By: Belinda J. Graham

Name: Belinda J. Graham

Title: Assistant Executive Director

Attest: Colleen J. Nicol
Colleen J. Nicol, Agency Secretary

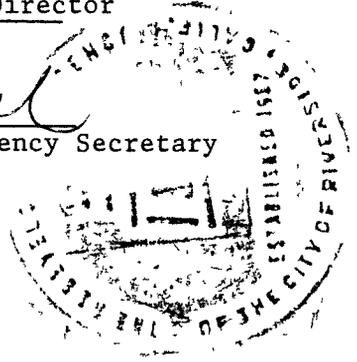


EXHIBIT A
R.D.A. to C.S.P.

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

That portion of Lot 4 in Block 14 of the Lands of the Riverside Land and Irrigating Company, as shown by map on file in Book 1 of Maps at Page 72 thereof, Records of San Bernardino County, California, being a portion of that certain real property conveyed to The Redevelopment Agency of the City of Riverside and lying within the following described parcel of land:

Commencing at the point of intersection of the Northeasterly right-of-way line of Monroe Street and the Southeasterly right-of-way line of California Avenue, said intersection being a point on a line parallel with and distant 68.00 feet Northeasterly of the centerline of Monroe Street with a line that is parallel with and distant 44.00 feet Southeasterly of the centerline of California Avenue as shown on Record of Survey by file in Book 41 at Page 98 thereof, Records of Riverside County, California;

Thence S.33°37'56"E. along said line, parallel with and distant 68.00 feet Northeasterly from the centerline of Monroe Street, a distance of 322.75 feet to the Point of Beginning of the parcel of land to be described;

Thence N.56°22'04"E., a distance of 415.51 feet;

Thence N.33°37'56"W., a distance of 322.75 feet to said line that is parallel with and distant 44.00 feet Southeasterly from the centerline of California Avenue;

Thence N.56°22'04"E. along said last described parallel line, a distance of 218.00 feet to the Southwesterly line of Melody Lane Gardens Unit No. 3 as shown by Map on file in Book 29 of Maps at Pages 75 through 76 thereof, Records of Riverside County, California;

Thence S.33°37'56"E. along said Southwesterly line, a distance of 536.00 feet to the most Northerly point of the Northwesterly line of that certain parcel of land described in a document recorded April 24, 2000, as Document No. 152295, Official Records of Riverside County, California;

Thence the following three (3) courses along said Northwesterly line;

S.56°22'04"W., a distance of 185.00 feet;

N.33°37'56"W., a distance of 24.16 feet;

S.56°22'04"W., a distance of 448.51 feet to said line that is parallel with and distant 68.00 feet Northeasterly from the centerline of Monroe Street;

Thence N.33°37'56"W. along said last described parallel line, a distance of 189.09 feet to the Point of Beginning.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.


Mark S. Brown, L.S. 5655 11/12/09 Date Prep. E.V.
License Expires 9/30/09



☉ CALIFORNIA AVENUE

N56°22'04"E

44'

N56°22'04"E 218.00'

82

MELODY LANE / GARDEY'S UNIT NO. 3
M.B. 29/75-76

84

85

86

87

88

S33°37'56"E 536.00'

RIVERSIDE LAND IRRIGATING COMPANY

BLOCK 14

M.B. 1/72 S.B.

Redevelopment Agency to
California Square Partners
PARCEL 2

N33°37'56"W 24.16'

185.00'
S56°22'04"W

N33°37'56"W 322.75'

415.51'

N56°22'04"E

R. S. 47/98

Document Rec. 4/24/2000
as Document no. 152295,
O.R. RIV. CO., CA

44'

P.O.C.

S33°37'56"E 491.00'

N56°22'04"E 40.00'

189.09'

168.25'

①

②

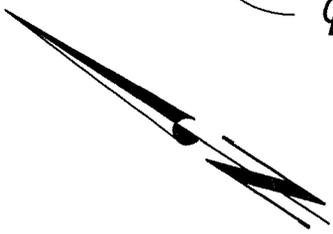
N33°37'56"W

28'

154.67'

68'

☉ MONROE STREET



COURSE DATA

- ① S56°22'04"W 28.08'
- ② N74°54'30"W 18.07'

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN

SHEET 1 OF 1

SCALE 1"=100' DRAWN BY: EV DATE: 10/20/08 SUBJECT: MONROE STREET

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached documents:

(Print or type the page number(s) and wording below):

The Redevelopment Agency
of the City of Riverside
Established 1987

DATE: 9.25.09

SIGNATURE: [Signature]

