

Mail tax statements to  
When recorded mail to:

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

DOC # 2010-0479569

10/06/2010 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**FREE RECORDING**

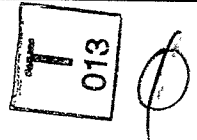
This instrument is for the benefit  
of the Redevelopment Agency of  
the City of Riverside and is entitled  
to be recorded without fee  
(Government Code §6103)

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
dtl p						T.	CTY	UNI	013

DTT: EXEMPT R4T11922

Project: Sav-A-Minit Acquisition  
APN: 213-071-001  
Address: 3225 Market Street, Riverside, CA  
NCS-429504-DH

**D - 16517**



213-071-001-7

**GRANT DEED**

TRA: 009-041

RICHARD R. MORTARA AND RITA M. MORTARA, Trustees of the Richard R. Mortara and Rita M. Mortara Revocable Trust U/A dated August 13, 1992, as Richard R. Mortara's Separate Property, Grantors, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do hereby grant to THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, CALIFORNIA, a public body corporate and politic, as Grantee, its successors and assigns, the real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

RICHARD R. MORTARA AND RITA M. MORTARA REVOCABLE TRUST U/A DATED AUGUST 13, 1992 AND RICHARD R. MORTARA AS AN INDIVIDUAL

Dated: 2010 9-17-2007 RRM

By: Richard R. Mortara, Trustee  
Richard R. Mortara, Trustee and an Individual

By: Rita M. Mortara, Trustee  
Rita M. Mortara, Trustee

mail tax statements to: same as above

16517

ACKNOWLEDGEMENT

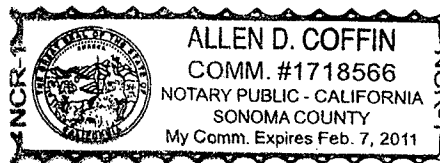
STATE OF CALIFORNIA )  
SONOMA ) ss  
COUNTY OF RIVERSIDE )

On ~~SEPTEMBER 17, 2010~~, before me, ALLEN D COFFIN, Notary Public, personally appeared RICHARD R MORTARA & Rita M Mortara 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.

Allen D Coffin  
Notary Signature



CERTIFICATE OF ACCEPTANCE  
(Government Code Section §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to The Redevelopment Agency of the City of Riverside, California, a public body, corporate and politic, is hereby accepted by the undersigned officer on behalf said Agency pursuant to authority conferred by Resolution No. 775 of said Agency adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 9/27/10

REDEVELOPMENT AGENCY OF  
THE CITY OF RIVERSIDE

By: Amelia M. Vailin  
Real Property Manager

APPROVED AS TO FORM  
Brimagle  
- for Agency General Counsel  
Agency General Counsel

EXHIBIT "A"

APN: 213-071-001

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

The northerly rectangular 103 feet of Lots 1 and 2 of C. H. Greenshaw's Resubdivision of Block 2, Range 8, as shown by map filed in Map Book 5, Page 156, records of Riverside County, California.

DESCRIPTION APPROVAL:

BY: K. Strout      8/4/2010  
K. Strout              DATE  
FOR: MARK S. BROWN  
CITY SURVEYOR

**2ND STREET**

**MARKET STREET**

55

158

103

112.2

103

**3**

**2**

**1**

112.2

**C. H. GREENSHAW'S  
RESUBDIVISION  
BLOCK 2, RANGE 8  
M.B. 5/156 RIV. Co.**

55

55

112.2

60

107

◆ **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" = 30'

Drawn by: sken

Date: 08/04/10

Subject: APN: 213-071-001 16517

Recording requested by  
First American Title Co.

DOC # 2010-0479570

10/06/2010 08:00A Fee:NC

Page 1 of 10

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



When recorded mail to:

City Clerk  
City of Riverside  
3900 Main Street  
Riverside, California 92522

2

**FREE RECORDING**

This instrument is for the benefit  
of the City of Riverside and is  
entitled to be recorded without fee  
(Government Code § 6103)

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			10						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
							T.	CTY	UN

FOR RECORDER'S USE ONLY

013

**ASSIGNMENT AND ASSUMPTION OF LEASES  
(3225 Market Street)**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Agreement") is made  
and entered into this **8th** day of **September** **20 10**, by and between  
**RICHARD R. MORTARA AND RITA M. MORTARA, Trustees of the Richard R.  
Mortara and Rita M. Mortara Revocable Trust u/a dated August 13, 1992, and  
RICHARD R. MORTARA, as an individual, (collectively "Assignor"), and THE  
REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body,  
corporate and politic, ("Assignee"), and is made with reference to the following facts:**

h996eh-577

A. Assignor is the current owner of that certain property located at 3225  
Market Street in the City of Riverside, State of California ("Property") and is legally  
described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Assignor has leased, by those Leases ("Leases") more particularly listed  
and described in Exhibit "B" attached hereto and incorporated herein by reference,  
certain portions of the Property.

C. Assignor and Assignee have entered into that certain agreement wherein  
Assignor is selling to Assignee all of its right, title and interest in the Property. As a  
condition for that transaction, Assignor is required to assign all of its right, title and  
interest in the Leases.

NOW THEREFORE, incorporating the above recitals and in consideration of the  
covenants and obligations set forth herein, the parties hereto agree as follows:

1. **Assignment.** For valuable consideration, receipt of which is hereby  
acknowledged, Assignor hereby assigns, sells, transfers, conveys and delivers all of  
Assignor's right, title and interest in the Leases and delegates all its obligations and

110517

duties under said Leases to Assignee.

2. **Acceptance by Assignee.** Assignee hereby agrees to and does accept the assignment of the rights and interests in and the obligations and duties of Assignor under the Leases.

3. **Assumption** Assignee hereby assumes all of Assignor's obligations, duties, responsibilities, and liabilities, and agrees to be bound by all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Leases.

4. **Assignor's Covenants.** As a condition precedent to the assignment and assumption pursuant to the above Sections, Assignor hereby represents and covenants in writing that as of the date of this Agreement:

- a. the Leases are valid and binding;
- b. the Leases are in full force and effect;
- c. there are no defaults of Assignor under the Leases;
- d. no acts or events have occurred that, with the passing of time or the giving of notice, or both, could later become defaults under the Leases;
- e. Assignor has not previously assigned any rights under the Leases to any other party;
- f. the Leases have not been amended or modified except as expressly set forth herein, and that Assignor has received no notice of any claim that Assignor is in default or breach of any of the provisions of the Leases.

5. **Conditions for Benefit of Assignee.** The covenants, and each of them, are established herein for the sole benefit of Assignee and may, in Assignee's sole and absolute discretion, be waived by Assignee only by a writing signed by Assignee's City Manager, or his designee.

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

7. **Successors and Assigns.** It is mutually understood and agreed that this Agreement shall be binding upon Assignor and Assignee and their respective successors.

8. **Governing Law.** This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

9. **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 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of

California and the parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

10. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

11. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the others by United States mail postage prepaid and addressed as follows or as hereafter revised by written notification to the other parties.

**ASSIGNEE**

The Redevelopment Agency of  
The City of Riverside  
Attention: Development Department  
3900 Main Street  
Riverside, CA 92522  
Phone: (951) 826-5649  
Fax: (951) 826-2504

**ASSIGNOR**

Richard R. Mortara  
Rita M. Mortara  
1015 Lisa Court  
Windsor, CA 95492

12. **Waivers.** No waiver or breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

13. **Construction.** Headings are solely for the parties convenience, are not a part of this Agreement, and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

14. **Attorneys' fees.** In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees.

15. **Authority.** The individuals executing this Agreement on behalf of Assignor and Assignee each represent and warrant that they have the legal power, right and actual authority to bind Assignor and Assignee, respectively, to the terms and conditions hereof and thereof.

16. **Effective Date.** This Agreement shall be effective upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**THE REDEVELOPMENT AGENCY OF  
THE CITY OF RIVERSIDE**

**RICHARD R. MORTARA  
AND RITA M. MORTARA  
REVOCABLE TRUST U/A  
DATED AUGUST 13, 1992**

By *Bell J. Guelin*  
Executive Director

By *Richard R. Mortara, Trustee*  
Richard R. Mortara, Trustee

Attested to:

By *C. J. ...*  
Agency Secretary

By *Rita M. Mortara, Trustee*  
Rita M. Mortara, Trustee

APPROVED AS TO FORM:

**RICHARD R. MORTARA, as an  
individual**

By *R. M. ...*  
for Agency General Counsel

By *Richard R. Mortara*  
Richard R. Mortara

O:\Cyc\com\WP\Docs\D010\PO09\00031036.doc  
CA: 10-0325



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF Sonoma )

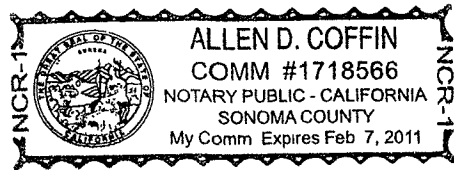
On September 30, 2010 before me, Allen D. Coffin, Notary Public, personally appeared Richard R Montara and Rita M Montara

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 Allen D. Coffin



This area for official notarial seal.

**OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL Richard R Montara
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S) Richard R Montara & Rita M Montara
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

**OPTIONAL SECTION**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: ASSIGNMENT AND ASSUMPTION OF LEASES

NUMBER OF PAGES 4 DATE OF DOCUMENT September 8, 2010

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

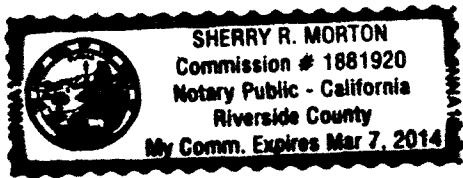
State of California

County of Riverside }

On October 4, 2010 before me, Sherry R. Morton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Belinda J. Graham and Colleen J. Nicol  
Name(s) of Signer(s)

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.



1881920  
 mar 7, 2014

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: Sherry R. Morton  
Signature of Notary Public

Place Notary Seal and/or Stamp 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: \_\_\_\_\_

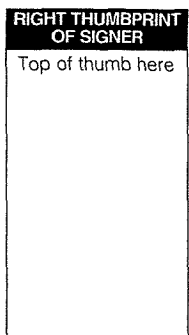
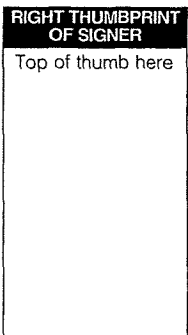
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

EXHIBIT "A"

APN: 213-071-001

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

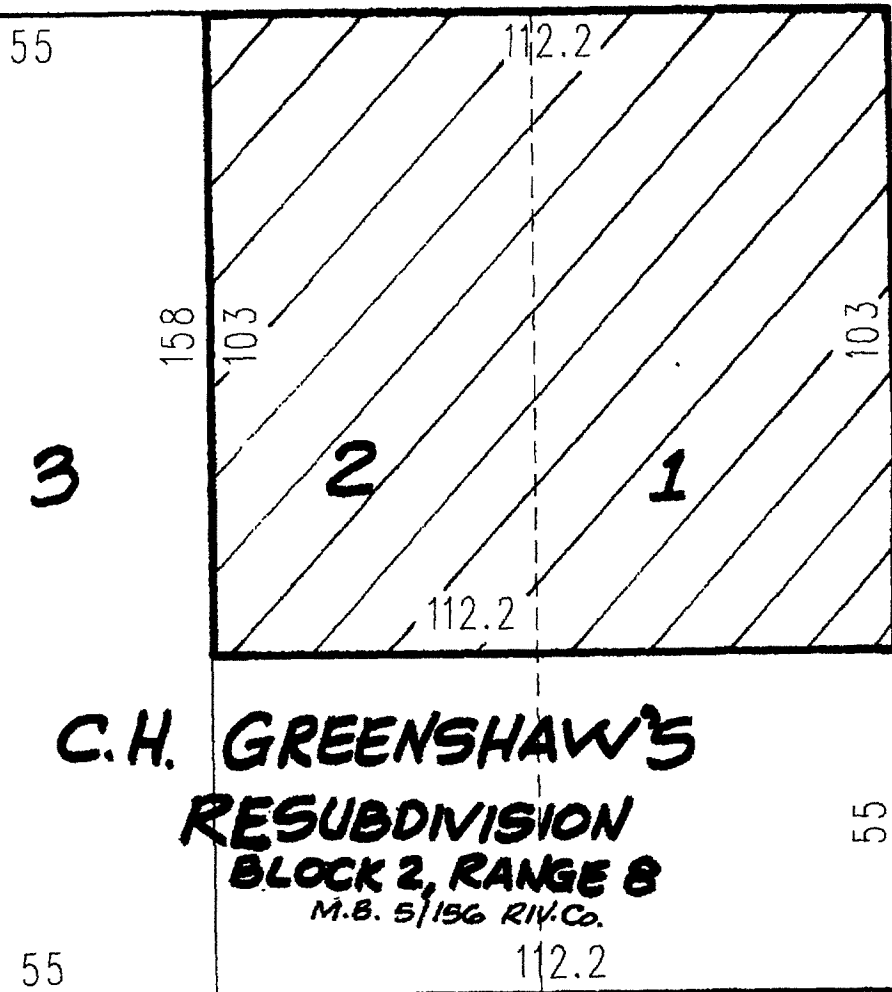
The northerly rectangular 103 feet of Lots 1 and 2 of C. H. Greenshaw's Resubdivision of Block 2, Range 8, as shown by map filed in Map Book 5, Page 156, records of Riverside County, California.

DESCRIPTION APPROVAL:

BY: K. Strout 8/4/2010  
K. Strout DATE  
FOR: MARK S. BROWN  
CITY SURVEYOR

**2ND STREET**

**MARKET STREET**



**C.H. GREENSHAW'S  
RESUBDIVISION  
BLOCK 2, RANGE 8  
M.B. 5/196 Riv. Co.**

◆ **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" = 30'

Drawn by: skn

Date: 08/04/10

Subject: APN: 213-071-001 16517

**EXHIBIT "B"**  
**LIST OF LEASES**

Sav-A-Minit Markets, Inc.