

PURCHASE AND DEVELOPMENT AGREEMENT

STALDER PLAZA, LP

(Stalder Block Project)

This Purchase and Development Agreement ("Agreement") is entered into this ____ day of _____, 20____, ("Effective Date"), by and between THE CITY OF RIVERSIDE a California charter city and municipal corporation ("Seller") and STALDER PLAZA, LP, a California limited partnership ("Buyer"). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

ARTICLE I AGREEMENT OF SALE

1.1 **Property.** Seller owns certain real property commonly referred to as the Stalder Building, 3650 Market Street, Riverside, California and the two (2) adjacent surface parking lots to the north, together identified as Assessor Parcel Numbers 213-222-001 through 213-222-003 ("Property"), all as more particularly described in Exhibit "A" (Legal Description) and depicted on Exhibit "B" (Plat Map), both of which are attached hereto and incorporated herein by reference. The Property is zoned Downtown Specific Plan and is located within the Raincross District.

1.2 **Intention.** Buyer desires to purchase in fee the Property for the development of a mixed use development consisting of approximately 165 residential units and approximately 22,000 square feet of commercial office and retail/restaurant space on the Property ("Project"). Seller desires to sell and convey fee simple title of the Property to Buyer for such use, subject to Buyer's execution of the Historic Façade Easement for the Stalder Building (Assessor's Parcel Number 213-222-033) attached hereto as Exhibit "C" and incorporated herein by reference.

1.3 **Incomplete Legal Description.** If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company to issue a title policy hereinafter described.

1.4 **Due Diligence.** Buyer shall have one hundred and eighty (180) days following the Effective Date to perform, in its sole discretion, its due diligence review of the condition of Property and all other matters concerning the Property, including without limitation, condition of title, economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property ("Due Diligence Period"). During the Due Diligence Period, Buyer shall have made such inquiries, communicated with local, state and federal government agencies as it sees fit, retained such consultants, and taken such actions as Buyer deems necessary or appropriate to enter into this Agreement. Seller authorizes Buyer to make all inquiries of appropriate governmental authorities with respect to the

Property, as Buyer, in its good faith and reasonable judgment deems necessary to satisfy itself as to the condition of title to the Property and the feasibility of any proposed development on the Property. On or before the Due Diligence Period, Buyer shall deliver written notice to Seller accepting the Property, or terminating this Agreement. If Buyer fails to give such notice on or before the Due Diligence Period, Buyer shall be deemed to have accepted the Property and proceed with this Agreement.

1.5 Right of Entry. After Seller's execution of this Agreement and during Escrow, Seller grants to Buyer and its agents, employees, contractors or subcontractors, the right to enter into and upon the Property for the purpose of conducting a Phase I Environmental Site Assessment, soil testing, environmental and engineering studies, and such further engineering, grading, archeological, geological or survey work as may be required for the preparation by Buyer of its development plans for the Property. Buyer shall provide Seller with twenty four (24) hours' notice prior to such entry. Prior to entry Buyer shall provide Seller with all certificates of insurance and additional insured endorsements in the amounts required by Seller, such as, but not limited to commercial general, workers' compensation and automobile. Buyer agrees to keep the Property free and clear of any liens or encumbrances that may arise out of Buyer's inspection of and activities on the Property. All costs, expenses, liabilities or charges incurred in or related to the performance of any and all of such studies and work on the Property including the preparation by Buyer of any plans or maps for the development or use of the Property, and the cost of filing, recording reports, plans, maps or other documents related thereto shall be at the sole cost and expense of and shall be paid by Buyer. Buyer hereby agrees to repair any damage done to the Property by Buyer, its agents, employees, servants or nominees, and Buyer shall restore the Property to the same or similar condition as existed on the Effective Date. Buyer shall not have any such obligation if Escrow closes and title to the Property vests in Buyer. The right to enter the Property shall be co-extensive with the period during which Escrow is open, or any extension thereof.

1.6 Use of Façade Windows and Alcoves. After the Effective Date and until Close of Escrow, Buyer shall have the exclusive right to use all of the Stalder building's windows and alcoves for the purposes of marketing the Project, subject to approval by Seller of the marketing designs.

1.7 Assumption of the Risk. Subject to the other provisions of this Agreement: (a) Buyer agrees, that by its acceptance of the Property under Section 1.4, it assumes the risk that an adverse condition of the Property may not have been revealed by its own due diligence; and (b) on Buyer's acceptance, Seller shall have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including defects in improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's due diligence.

1.8 Duty to Act in Good Faith. The parties agree to act in good faith and fair dealing and endeavor to utilize their best efforts to perform all terms of this Agreement and in any discussions related to the Project with the parties and third parties.

1.9 **Historical Significance.** The Stalder Building is located within the Raincross District of the Downtown Specific Plan. The Stalder Building is designated as a City Structure of Merit #7 and is a contributor to the Seventh Street Historic District. Preservation of the Stalder Building, along with careful and compatible design of new development is important in maintain the Raincross District's character and unique sense of identity. Buyer understands that improvements affecting the exterior are subject to review by the City's Cultural Heritage Board pursuant to Title 20 of the Riverside Municipal Code and must also be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitation. Buyer acknowledges and agrees that it will preserve and rehabilitate the existing Stalder Building façade along both Market Street and Mission Inn Avenue consistent with the historic 1926 façade as shown on the black and white photograph attached hereto as Exhibit "D" and incorporated herein by reference, and the Downtown Specific Plan as well as construct new development pursuant to the Design Standards and Guidelines for the Raincross District of the Downtown Specific Plan.

ARTICLE II

PURCHASE PRICE, ESCROW, DEPOSIT AND BUYER'S OBLIGATIONS

2.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall be the sum of Eight Hundred Fifty Thousand Dollars (\$850,000) ("**Purchase Price**"). From the Purchase Price, the City shall contribute Three Hundred Fifty Thousand Dollars (\$350,000) for the preservation of the existing Stalder Building façade. The Purchase Price, less the City's contribution, shall be payable to Seller in immediately available funds in accordance with the provisions and requirements of this Agreement. The parties acknowledge and agree that the Purchase Price represents the full fair market value of the Property.

2.2 **Escrow.** Within ten (10) days following the Effective Date, Buyer shall open an escrow ("Escrow") with Chicago Title Company, ("Escrow Holder" or "Title Company") located at 725 South Figueroa Street, Suite 200, Los Angeles, California 90017, Title Order No. 00042039-994-X23, for the purpose of consummating this Agreement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control.

2.3 **Deposit.** Within fifteen (15) calendar days following the Effective Date, Buyer shall deliver a deposit in the amount of Twenty-Five Thousand Dollars (\$25,000) ("Deposit") to the Escrow Holder which will be applied towards the Purchase Price at the Close of Escrow, subject however to the Seller's right to liquidated damages as set forth in Section 7.5 in the event of Buyer's default. After the Due Diligence Period, if Buyer has not terminated this Agreement as provided in Section 3.1 below, Buyer's Deposit shall become non-refundable but may still be applied towards the Purchase Price at the Close of Escrow. If this Agreement is terminated for any reason after ninety (90) days, the Deposit shall be released to Seller.

2.4 Buyer's Obligations During Escrow.

2.4.1 Within one hundred eighty (180) days from the Effective Date, Buyer shall submit an application to the City of Riverside ("City") Community Development Department, Planning Division ("Planning Division") for:

- (a) A parcel map, tract map and/or lot consolidation as appropriate;
- (b) A Project Design Review of Buyer's proposed development of the Project including specific site plan and preliminary elevations ("Project Design");
- (c) Entitlements and environmental clearance for the Project including any conditional use permits ("Entitlements"); and
- (d) Any other documents or applications required for the development of the Project.

2.4.2 Buyer, shall also comply with the following prior to Close of Escrow:

- (a) Within twenty-four (24) months from the Effective Date, Buyer shall have obtained all necessary entitlements, including grading and building permits.

2.5 **Seller's Obligation During Escrow.** Prior to Close of Escrow, Seller and Buyer shall work together to relocate the trash enclosures, at Seller's expense, that currently exist on the Property.

ARTICLE III CLOSING

3.1 **Closing Date.** Escrow shall close within twenty-four (24) months following the Effective Date ("Close of Escrow"), but in no event shall Escrow close until Buyer has obtained all entitlements. Close of Escrow is subject to Buyer completing all of Buyer's obligations as described in Section 2.4 above and in Section 3.2 below. If Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default, upon notice in writing to the Escrow Holder and the other party, may demand the return of their documents and cancellation of the Escrow. Unless objected to in writing within ten (10) days from the receipt of the notice of cancellation, the Escrow will automatically be canceled. If no demand for cancellation is made, then Escrow will close as soon as possible. Notwithstanding the foregoing, the Close of Escrow may be extended by mutual agreement if the parties are diligently attempting to resolve the issue(s) that may be preventing or delaying the Close of Escrow.

3.2 Closing Documents.

3.2.1 Seller, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

- (a) A grant deed sufficient for recording, conveying legal title of the Property to Buyer;
- (b) All additional documents and instruments which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property in accordance with the terms of this Agreement and with the requirements of the Title Company; and
- (c) Documentation evidencing the elimination of the easement that currently exists for the trash enclosure identified in that certain Easement dated March 3, 2003, and recorded on September 8, 2003, as document number 2003-693303.

3.2.2 Buyer, prior to the Close of Escrow, shall deliver to Escrow Holder each of the following items, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

- (a) The Purchase Price of the Property and any additional funds necessary to satisfy Buyer's obligation relating to the acquisition of the Property;
- (b) Copies of Buyer's authority documents and/or such other documents and instruments evidencing Buyer's due existence and authority to enter into and consummate the sale of the Property contemplated by this Agreement as Seller or Escrow Holder may require;
- (c) Evidence of Project Entitlements including grading and building permits;
- (d) Fully executed Historic Façade Easement; and
- (e) Any additional documents and instruments which may be reasonably necessary to consummate the sale of the Property in accordance with the terms of this Agreement and with the requirements of the Title Company.

3.3 **Taxes.** Buyer understands and acknowledges that Seller, as a public entity, is not being assessed for any real property taxes or for any special assessments on the Property.

However, upon the Close of Escrow, Buyer understands and acknowledges that real property taxes and special assessments will be assessed against the Property and Buyer will be responsible for the same. Buyer agrees to hold Seller harmless for any and all real property taxes and/or special assessments on the Property assessed on and after Close of Escrow.

3.4 Condition of Title. At the Close of Escrow, Seller shall convey fee simple merchantable and insurable title of the Property to the Buyer free and clear of all liens, restrictions, delinquent taxes and assessments, and encumbrances as evidenced by a CLTA Title Insurance Policy ("Title Policy") issued by Title Company in an amount equal to the Purchase Price. Buyer may elect to require that the Title Policy be an ALTA extended coverage policy so long as that does not delay the Close of Escrow and Buyer pays the additional cost therefor (including the cost of any survey required by Title Company). The Title Policy shall show as exceptions with respect to the Property only matters approved in writing by the Buyer during the Due Diligence Period. Any exceptions to title representing monetary liens or encumbrances shall be deemed disapproved by Buyer, and, Escrow Holder is hereby authorized and instructed to cause at Seller's expense the re-conveyance or partial re-conveyance, as the case may be, of any such monetary exceptions to Buyer's title to the Property at or prior to the Close of Escrow.

3.5 Costs.

3.5.1 At the Close of Escrow, and as a debit from the closing proceeds to be paid to Seller, Seller shall be responsible for: (i) one-half the cost of any escrow charges imposed by the Escrow Holder; (ii) the cost of a CLTA Standard form policy of title insurance from Title Company; and (iii) any other expenses customarily charged to Seller in connection with similar transactions including its own attorney's fees.

3.5.2 At the Close of Escrow, Buyer shall be responsible for: (i) all recording fees and any and all state, county, and local governmental transfer taxes, documentary or otherwise, and/or the cost of documentary stamps to be affixed to the instrument or instruments of conveyance (if obtained by Buyer); (ii) the additional cost of an extended ALTA owners title policy and associated costs if obtained by Buyer; (iii) one-half the cost of any escrow charges imposed by the Escrow Holder; (iv) any taxes disclosed in Section 3.3; and (v) any other expenses customarily charged to Buyer in connection with similar transactions including its own attorney's fees.

3.6 Brokerage Commissions. The parties acknowledge that neither party has been represented by a broker, with respect to this transaction. The parties hereby agree to indemnify, defend and hold the other party harmless from any and all claims that may arise in regard to any commission that may be claimed to be owed.

ARTICLE IV
"AS-IS" PURCHASE

4.1 As-Is Information. Buyer acknowledges, agrees, represents, and warrants that: (a) any information supplied or made available by Seller, whether written or oral, or in the form

of maps, surveys, plats, soils reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property, any and all records and other documents pertaining to the use and occupancy of the Property, income thereof, the cost and expenses of maintenance thereof, and any and all other matters concerning the condition, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the Property, or a part thereof, if furnished to Buyer, is furnished solely as a courtesy; (b) **THE INFORMATION IS PROVIDED ON AN "AS-IS, WHERE-IS" BASIS AND SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION;** and (c) no representations have been made by Seller, or its agents or employees, in order to induce Buyer to enter into this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges, agrees, warrants and represents to Seller that neither the Seller nor its agents or employees have made any representations or statements to Buyer concerning the Property's investment potential or resale at any future date, at a profit or otherwise, nor has Seller or its agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property.

4.2 **As-Is Property.** On the Close of Escrow, Buyer will be familiar with the Property and will have made such independent investigations as Buyer deems necessary or appropriate concerning the Property. Seller makes no representations or warranties and specifically disclaims any representation, warranty or guaranty, oral or written, past, present or future with respect to the use, physical condition or any other aspect of the Property, including without limitation the structural integrity of any improvements, the manner, construction, condition, state of repair or lack of repair of any improvements, the conformity of any improvements to any plans or specifications, including but not limited to, any plans and specifications that may have been or which may be provided to Buyer, the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, the financial earning capacity or expenses history of the operation of the Property, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, the existence or nonexistence of hazardous waste or other toxic materials of any kind, whether known or unknown and whether or not regulated or governed by applicable laws (including, without limitation, hydrocarbons or asbestos), or any other matter affecting the condition, stability, suitability or integrity of the Property or portion thereof.

4.3 **Negligence or Failure to Investigate.** Seller shall not be responsible for any negligent misrepresentation or failure to investigate the Property on the part of Seller, any real estate broker or agent, or any other agent, contractor or employee of Seller or any third party.

4.4 As-Is. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AND ACCEPTED ON AN "AS-IS, WHERE-IS" BASIS, AND IS BEING ACCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY. IF BUYER ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH BUYER MAY HAVE WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL MATTERS, HAZARDOUS SUBSTANCES, WASTES OR TOXIC MATERIALS THAT MAY BE LOCATED ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN) SHALL BE WAIVED BY BUYER.

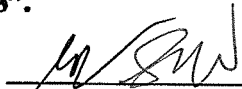
4.5 Past Uses. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES AS PART OF ITS ACCEPTANCE OF THE PROPERTY ON AN "AS-IS, WHERE-IS" BASIS THAT BUYER IS AWARE OF ALL PRIOR USES OF THE PROPERTY THAT MAY LEAD TO CONTAMINATION OF THE PROPERTY. AS OF THE CLOSE OF ESCROW, BUYER SHALL HAVE OBTAINED AND READ ALL ENVIRONMENTAL ASSESSMENTS REGARDING THE PROPERTY WHICH A REASONABLY DILIGENT BUYER WOULD HAVE OBTAINED PRIOR TO THE PURCHASE THEREOF. BUYER ASSUMES ALL RESPONSIBILITY FOR ANY CONTAMINATION THAT IS PRESENT ON THE PROPERTY DUE TO PRIOR AND/OR EXISTING USES OF THE PROPERTY.

4.6 Waivers. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY AND ITS IMPROVEMENTS. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS AND CLAIMS OF EVERY KIND AND TYPE, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ANY RIGHTS AND CLAIMS RELATING OR ATTRIBUTABLE TO ENVIRONMENTAL CONDITIONS, AND ALL OTHER ACTUAL OR LATER CREATED OR CONCEIVED OR STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

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

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SAID SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING ACKNOWLEDGMENTS, WAIVERS AND RELEASES SET FORTH IN THIS ARTICLE 4. AND ACKNOWLEDGES BUYER IS PURCHASING THE PROPERTY "AS IS".


Buyer's Initials

ARTICLE V REPRESENTATIONS, WARRANTIES AND INDEMNITIES

5.1 Seller's Representations, Warranties and Covenants. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.1.1 Seller is a public body and has the full power and authority to enter into and carry out the agreements contained in, and transactions contemplated by, this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Seller have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Seller.

5.1.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to the best of Seller's knowledge, pending in any current judicial or administrative proceeding against Seller or otherwise affecting the Property.

5.1.3 Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property.

5.1.4 To Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under, or about the Property, except as disclosed in writing to Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Buyer's obligations hereunder. Prior to the Close of Escrow, Seller shall notify Buyer of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.2 Buyer's Representations and Warranties. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.2.1 The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

5.2.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to the best of Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Seller's obligations hereunder. Prior to the Close of Escrow, Buyer shall notify Seller of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.3 No Warranties. Except for those representations and warranties expressly set forth in this Agreement, the parties understand and acknowledge that no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made any representations, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated herein, or regarding the zoning, construction, development, physical condition or other status of the Property. Without limiting the generality of the foregoing, Seller makes no representation or warranties with respect to the amount or types of fees required to obtain building permits or otherwise to rezone and develop the Property.

ARTICLE VI BUYER'S OBLIGATIONS AFTER THE CLOSE OF ESCROW

6.1 Buyer's Obligations After the Close of Escrow.

6.1.1 Buyer shall comply with all zoning, planning and building laws, regulations and procedures imposed by the City and any other public and/or quasi-public entity, as well as adhering to the design standards of the Downtown Specific Plan and Titles 19 and 20 of the Riverside Municipal Code, as applicable.

6.1.2 Buyer shall commence construction of the Project no later than ninety (90) days after Close of Escrow, subject to force majeure delays (including, without limitation, acts of destruction by nature) or the Property reverts to the Seller. Notwithstanding the foregoing, upon mutual written agreement of the parties, the construction commencement deadline may be extended for up to three (3) months.

6.1.3 Buyer shall complete construction of the Project within twenty-four (24) months following the Close of Escrow subject to force majeure delays, or the Property reverts to Seller pursuant to Section 6.2 below. Notwithstanding the foregoing, upon mutual written agreement of the parties, the construction deadline may be extended for up to three (3) months.

6.1.4 Buyer shall comply with all design standards, zoning, planning and building laws, regulations and review procedures imposed with respect to the Property by the City, and any other public and/or quasi-public entity.

6.2 **Right of Reverter.** In the event Buyer: (a) has not commenced construction within ninety (90) days of the Close of Escrow, subject to force majeure delays as described above, or (b) has informed Seller by written notice that Buyer is either unable or has elected not to proceed with the development of the Property for any reason, then title to the Property shall revert back to Seller for the original Purchase Price of the Property paid by the Buyer at the time of Close of Escrow as evidenced in a final escrow closing statement. This Right of Reverter shall be included in the Grant Deed from Seller to Buyer.

6.3 **Prohibited Uses.** Buyer agrees it will only utilize the Property consistent with the uses permitted by the Downtown Specific Plan.

6.4 **Sale to Tax-Exempt Entity Prohibited.** For ten (10) years from Close of Escrow, Buyer is prohibited from selling, conveying or transferring fee title to the Property to any public entity that is exempt from paying real property taxes.

ARTICLE VII DEFAULTS

7.1 **Default.** A party shall be deemed in default hereunder if any of the warranties or representations set forth herein are or become untrue or if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Close of Escrow.

7.2 **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within fifteen (15) days in the case of a non-monetary default (or, if the event of default is such that

cannot be cured within fifteen (15) days, the party shall be entitled to commence the cure within such time and thereafter diligently prosecute it to completion), or five (5) days in the case of a monetary default.

7.3 Remedies. If Buyer is deemed to be in default after the Due Diligence Period, Seller shall be entitled to (a) the Deposit, including interest, which shall be forthwith delivered to Seller by Escrow Holder on receipt of notice from Seller that Buyer has defaulted under this Agreement and reasonable attorney's fees incurred by Seller and/or (b) termination of this Agreement.

7.4 Waiver of Right to Specific Performance. If Seller fails to convey the Property to Buyer in accordance with the provisions of this Agreement, and such failure constitutes a default under this Agreement, Buyer hereby waives its right to receive any equitable relief, including without limitation the right to record a lis pendens against the Property under applicable law or to pursue the specific performance of this Agreement, unless Buyer has timely completed all of its obligations under this Agreement.

7.5 Liquidated Damages. BUYER AND SELLER AGREE THAT AT THE TIME THIS AGREEMENT IS MADE AND ENTERED INTO, SELLER'S DAMAGES UPON DEFAULT BY BUYER UNDER THIS AGREEMENT ARE EXTREMELY DIFFICULT OR IMPOSSIBLE TO CALCULATE AND BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES SET FORTH HEREIN IS A REASONABLE ESTIMATE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT IS MADE OF THE DAMAGES SELLER WOULD SUSTAIN BECAUSE OF SUCH DEFAULT BY BUYER UNDER THIS AGREEMENT. FURTHER, BUYER DESIRES TO HAVE A LIMIT PLACED ON THE AMOUNT OF DAMAGE TO BE PAID TO SELLER UPON BUYER'S DEFAULT. BUYER HEREBY AGREES THAT SHOULD BUYER DEFAULT IN THE PERFORMANCE OF BUYER'S OBLIGATION AFTER CLOSE OF ESCROW, SELLER SHALL BE ENTITLED TO THE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) AS LIQUIDATED DAMAGES FROM BUYER. THE FOREGOING PROVISIONS OF THIS SECTION 7.5 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER AS A RESULT OF A DEFAULT BY BUYER OF ITS OBLIGATIONS UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 7.5 DO NOT LIMIT ANY DAMAGES DUE SELLER BY REASON OF BUYER'S ENTRY ONTO THE PROPERTY PURSUANT TO SECTIONS 1.3.



Buyer's Initials

Seller's Initials

**ARTICLE VIII
MISCELLANEOUS**

8.1 **Exhibits.** All Exhibits annexed hereto are a part of this Agreement for all purposes.

8.2 **Assignability.** Buyer may not at any time assign any of its rights, title, and interest in and to this Agreement, other than to an affiliate of Buyer.

8.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, heirs and permitted assigns.

8.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.5 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.6 **Notices.** All notices, terminations, waivers and other communications hereunder shall be in writing and shall be delivered personally or shall be sent by registered or certified United States mail or a nationally recognized, overnight courier service, postage prepaid, and addressed as follows:

If to Seller:

City of Riverside
Real Property Services Division
3900 Main Street
Riverside, CA 92522
Attn: David Welch, Real Property Services Manager
Phone: (951) 826-5665
Fax: (951) 826-5744

If to Buyer:

Stalder Plaza, LP
c/o Regional Properties, Inc.
9201 Wilshire Boulevard, Suite 103
Beverly Hills, CA 90210
Attn: Mark Rubin
Phone: (310) 553-1176
Fax: (310) 553-1779

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by telephone facsimile transmission, provided that an original of said transmission shall be delivered to the addressee by a nationally recognized overnight delivery service on the business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

8.7 Governing Law and Venue. The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

8.8 Entirety. This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

8.9 Amendments. This Agreement may be amended or supplemented only by written documents signed by the parties.

8.10 Severability. If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

8.11 Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Close of Escrow or after the Close of Escrow any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated herein.

8.12 Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

8.13 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.

8.14 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

8.15 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical or mental disability, medical conditions, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

8.16 Ratification. This Agreement may be subject to the approval and ratification by the City of Riverside. In the event the City fails to approve this Agreement, there shall be no liability on the part of the Seller and this Agreement shall become null and void and of no further force and effect.

8.17 CEQA Compliance. Buyer and Seller understand, acknowledge and agree that the close of this escrow is contingent upon Seller's compliance with the California Environmental Quality Act ("CEQA"). Buyer must also comply with CEQA and all associated permits prior to development of the Property.

8.18 Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one original agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Reference Date.

Seller:

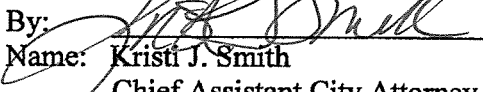
THE CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
Name:
Its:

ATTESTED TO:

By: _____
Name: Colleen Nicol
City Clerk

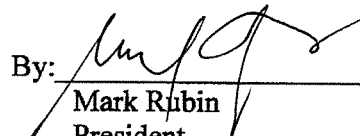
APPROVED AS TO FORM:

By: 
Name: Kristi J. Smith
Chief Assistant City Attorney

Buyer:

STALDER PLAZA, LP
a California limited partnership

By: Regional Properties, Inc.,
a California corporation
General Partner

By: 
Mark Rubin
President

By: Raincross Development Company, LLC
a California limited liability company.
General Partner

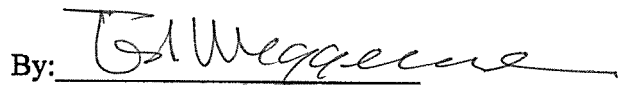
By: 
Ted Weggeland
Manager

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

A.P.N's 213-222-001, 002 & 003
Fee Simple Interest

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

Block 6, Range 7 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California;

EXCEPTING THERFROM that portion of said Block 6, Range 7, lying southeasterly of the following described line:

COMMENCING at the most southerly corner of said Block 6, Range 7;

THENCE northwesterly along the northeasterly line of Mission Inn Avenue (formerly 7th Street), a distance of 157.50 feet;

THENCE at right angles northeasterly, a distance of 330.00 feet, more or less, to the southwesterly line of 6th Street;

THENCE northwesterly along said southwesterly line a distance of 15.00 feet to the northwesterly line of that certain Alley, 15.00 feet in width, as described in documents recorded October 17, 1891, in Volume 138, Page 306 of Deeds, and in Volume 139, Page 208 of Deeds, both records of San Bernardino County, California, and the **POINT OF BEGINNING** of this line description;

THENCE at right angles southwesterly and along said northwesterly line of said Alley, a distance of 330.00 feet, more or less, to said northeasterly line of Mission Inn Avenue and the **END** of this line description.

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

Curtis C. Stephens 3/21/15 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date



EXHIBIT "B"
PLAT MAP

33' 6TH STREET 15'

MARKET STREET 49.50'

330' ±

138/306 & 139/208 DEEDS S.B. CO.

330' ±

157.50'

MISSION INN AVENUE

MAIN STREET

P.O.B.

P.O.C.

BLOCK 6,

RANGE 7

TOWN OF

RIVERSIDE S.B. CO.

M.B. 7/17

• 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.

SCALE: N.T.S. DRAWN BY: CURT DATE: 3/02/15 APN - 213-222-001, 002 & 003

SHEET 1 OF 1

• 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: N.T.S.

DRAWN BY: CURT DATE: 3/02/15

APN - 213-222-001, 002 & 003

EXHIBIT "C"
HISTORIC FAÇADE EASEMENT

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Project: 3650 Market Street
Stalder Building
APN: 213-222-003

For Recorder's Office Use Only

HISTORIC FACADE EASEMENT AGREEMENT

(STALDER PLAZA, LP)
3650 Market Street (Stalder Building)
Assessor's Parcel Number 213-222-003

THIS HISTORIC FACADE EASEMENT AGREEMENT ("Easement"), dated this ____ day of _____, 2015, is entered into by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and STALDER PLAZA, LP, a California limited partnership ("Buyer").

RECITALS

WHEREAS, the City is the owner of real property located at 3650 Market Street, which is at the northeast corner of Market Street and Mission Inn Avenue, known as the Stalder Building ("Property"), which is further described in the legal description attached as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, Buyer desires to purchase in fee the Property; and

WHEREAS, the use, rehabilitation and improvement of the Property by the Buyer pursuant to this Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, the building located upon the Property is designated as a City Structure of Merit #7 and is a contributor to the Seventh Street Historic District. As such, preservation and/or rehabilitation of its façade is of direct benefit to the City;

NOW, THEREFORE, the City and Buyer agree as follows:

Section 1. Conveyance of Historic Facade Easement

Buyer, hereby grants and conveys in perpetuity to City, its successors and assigns, a facade easement for the preservation of the historic façade ("Façade") of the Stalder Building located at 3650 Market Street, for Historical Preservation Purposes.

Section 2. "Historical Preservation Purposes"

"Historical Preservation Purposes" as used in this Easement means the preservation by the Buyer, its successors or assigns, of the Façade of the Stalder Building along both Market Street and Mission Inn Avenue. The Stalder Building is located within the Raincross District of the Downtown Specific Plan. The Stalder Building is designated as a City Structure of Merit #7 and is a contributor to the Seventh Street Historic District. Preservation of the Stalder Building along with careful and compatible design of new development is important in maintaining the Raincross District's character and unique sense of identity. Buyer understands that improvements affecting the exterior of the Stalder Building are subject to review by the City's Cultural Heritage Board pursuant to Title 20 of the Riverside Municipal Code and must also be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitation. Buyer acknowledges and agrees that it will preserve and rehabilitate the Stalder Building façade along both Market Street and Mission Inn Avenue consistent with the historic 1926 façade as shown in the Purchase and Development Agreement (Exhibit "D") and the Downtown Specific Plan as well as construct new development pursuant to the Design Standards and Guidelines for the Raincross District of the Downtown Specific Plan.

Section 3. Maintenance

The Facade shall be maintained in good repair by the Buyer, its successor and assigns, at its sole cost and expense, using guidance from applicable National Park Service Preservation Briefs and in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preservation, in effect as of the date of this Easement, and as amended from time to time.

The Buyer and all subsequent grantees, transferees, successors, assigns and owners of the Property shall maintain the Property, building, improvements, landscaping and fixtures in good repair and shall keep the Property free from any accumulation of debris or waste materials, consistent with the customary practice and so as not to create a nuisance, or violate any provision of the City of Riverside Municipal Code.

Brick surfaces shall not be painted unless already painted. Glazed ceramic tile services shall not be painted unless already painted. All exterior surfaces shall be maintained at all times in a clean

and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed, using a methodology following National Park Service Preservation Brief No.'s 1, 6, and 22, <http://www.nps.gov/tps/how-to-preserve/briefs.htm> within one (1) week of their creation or within one (1) week after notice to Buyer. The Buyer, its successor and assigns, shall at all times maintain the visible exteriors in a clean, safe and presentable manner, free from defacing marks or any disrepair. The Buyer and its successor and assigns, shall maintain and/or repair the visible exteriors of the building. All exterior maintenance must be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and all applicable provisions of the City of Riverside Municipal Code, specifically Chapter 6.14 and Title 20.

All graffiti and defacement of any type, including marks, words and pictures, must be removed, using a methodology following National Park Service Preservation Brief No.'s 1, 6, 22 and 38, and any necessary painting or repair completed within one (1) week of their creation or within one (1) week after notice to Buyer.

Section 4. Easement to Run With Land

This grant of building facade easement shall run with the land, in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto, their successors or assigns.

Section 5. Indemnification

Buyer shall indemnify City for any and all liability for personal injury, property damage or any other injury or damage resulting from, arising out of, or attributed to any construction maintenance, or repair or action taken pursuant to this Easement.

Section 6. Securing of Permits

Buyer shall secure all permits legally required by the Building and Safety, Planning, Fire and any other applicable department of the City of Riverside or other governmental agency.

Section 7. Enforcement

The terms of this Easement may be enforced by the City, its successors or assigns.

Section 8. Termination/Amendment

This Easement shall continue in full force and effect and cannot be terminated or amended without the express consent by the City Council of the City of Riverside, by a writing duly recorded.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Riverside California, on the date and year first written above.

THE CITY OF RIVERSIDE, a
California charter city and municipal
corporation

STALDER PLAZA, LP,
a California limited partnership

By: _____
City Manager

By: Regional Properties, Inc.,
a California corporation
General Partner

Attested to:

By: _____
Mark Rubin
President

By: _____
Colleen Nicol
City Clerk

By: Raincross Development Company, LLC
a California limited liability company.
General Partner

Approved as to Form:

By: _____
Kristi J. Smith
Chief Assistant City Attorney

By: _____
Ted Weggeland
Manager

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

ACKNOWLEDGMENT

State of California

County of _____)

On _____, before me, _____, a

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

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

WITNESS my hand and official seal.

Signature (SEAL)

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

ACKNOWLEDGMENT

State of California

County of _____)

On _____, before me, _____, a

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

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

WITNESS my hand and official seal.

Signature (SEAL)

EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 3650 Market Street (Stalder Building)
A.P.N. 213-222-003

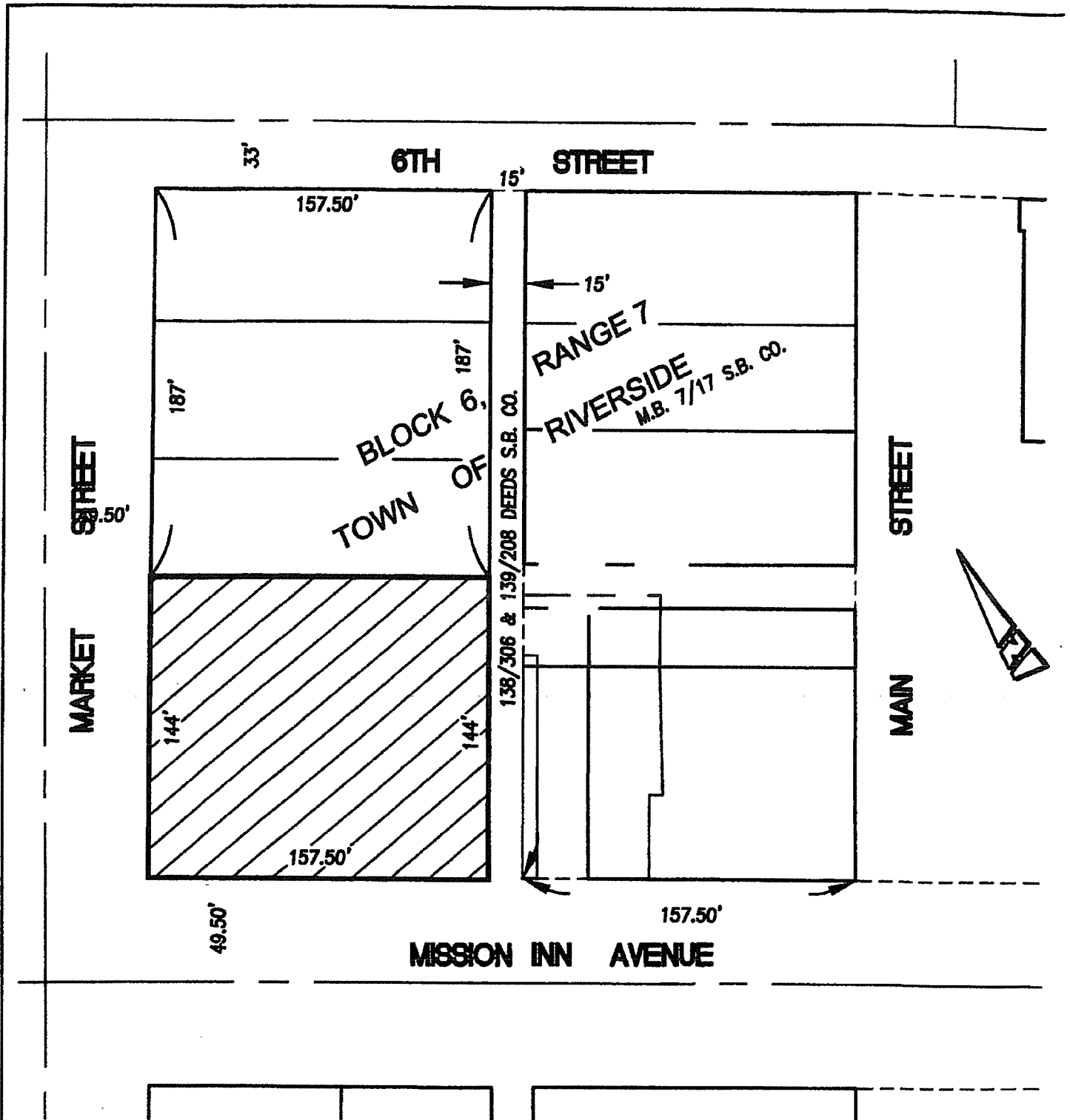
That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

The Northwestern 157.50 feet of that portion of Block 6, Range 7, of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California, lying Southwesterly of the Southwesterly line of the Northeasterly 187 feet of said Block 6.

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

Curtis C. Stephens 3/12/05 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date





• 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: N.T.S.

DRAWN BY: CURT DATE: 3/12/15

APN - 213-222-003 STALDER BLDG FASCADE EASEMENT

EXHIBIT "D"
1926 PHOTOGRAPH



fairchild
1560.

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Project: 3650 Market Street
Stalder Building
APN: 213-222-003

For Recorder's Office Use Only

HISTORIC FACADE EASEMENT AGREEMENT

(STALDER PLAZA, LP)
3650 Market Street (Stalder Building)
Assessor's Parcel Number 213-222-003

THIS HISTORIC FACADE EASEMENT AGREEMENT ("Easement"), dated this ____ day of _____, 2015, is entered into by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and STALDER PLAZA, LP, a California limited partnership ("Buyer").

RECITALS

WHEREAS, the City is the owner of real property located at 3650 Market Street, which is at the northeast corner of Market Street and Mission Inn Avenue, known as the Stalder Building ("Property"), which is further described in the legal description attached as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, Buyer desires to purchase in fee the Property; and

WHEREAS, the use, rehabilitation and improvement of the Property by the Buyer pursuant to this Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, the building located upon the Property is designated as a City Structure of Merit #7 and is a contributor to the Seventh Street Historic District. As such, preservation and/or rehabilitation of its façade is of direct benefit to the City;

NOW, THEREFORE, the City and Buyer agree as follows:

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The Facade shall be maintained in good repair by the Buyer, its successor and assigns, at its sole cost and expense, using guidance from applicable National Park Service Preservation Briefs and in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preservation, in effect as of the date of this Easement, and as amended from time to time.

The Buyer and all subsequent grantees, transferees, successors, assigns and owners of the Property shall maintain the Property, building, improvements, landscaping and fixtures in good repair and shall keep the Property free from any accumulation of debris or waste materials, consistent with the customary practice and so as not to create a nuisance, or violate any provision of the City of Riverside Municipal Code.

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and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed, using a methodology following National Park Service Preservation Brief No.'s 1, 6, and 22, <http://www.nps.gov/tps/how-to-serve/briefs.htm> within one (1) week of their creation or within one (1) week after notice to Buyer. The Buyer, its successor and assigns, shall at all times maintain the visible exteriors in a clean, safe and presentable manner, free from defacing marks or any disrepair. The Buyer and its successor and assigns, shall maintain and/or repair the visible exteriors of the building. All exterior maintenance must be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and all applicable provisions of the City of Riverside Municipal Code, specifically Chapter 6.14 and Title 20.

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This grant of building facade easement shall run with the land, in perpetuity, and shall be binding on and shall inure to the benefit of the parties hereto, their successors or assigns.

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Buyer shall indemnify City for any and all liability for personal injury, property damage or any other injury or damage resulting from, arising out of, or attributed to any construction maintenance, or repair or action taken pursuant to this Easement.

Section 6. Securing of Permits

Buyer shall secure all permits legally required by the Building and Safety, Planning, Fire and any other applicable department of the City of Riverside or other governmental agency.

Section 7. Enforcement

The terms of this Easement may be enforced by the City, its successors or assigns.

Section 8. Termination/Amendment

This Easement shall continue in full force and effect and cannot be terminated or amended without the express consent by the City Council of the City of Riverside, by a writing duly recorded.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Riverside California, on the date and year first written above.


THE CITY OF RIVERSIDE, a
California charter city and municipal
corporation

By: _____
City Manager

Attested to:


By: _____
Colleen Nicol
City Clerk

Approved as to Form:


By: 
Kristi J. Smith
Chief Assistant City Attorney

STALDER PLAZA, LP,
a California limited partnership

By: Regional Properties, Inc.,
a California corporation
General Partner

By: 
Mark Rubin
President

By: Raincross Development Company, LLC
a California limited liability company.
General Partner

By: 
Ted Weggeland
Manager

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

ACKNOWLEDGMENT

State of California
County of Los Angeles

On September 11, 2015, before me, Ruby Garcia, a

notary public, personally appeared Mark Rubin, 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.

Ruby Garcia (SEAL)
Signature



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

ACKNOWLEDGMENT

State of California

County of Riverside)

On September 16, 2015, before me, Angela Ferreira, a

notary public, personally appeared Ted Weggeland, 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.

Angela Ferreira (SEAL)
Signature



EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION

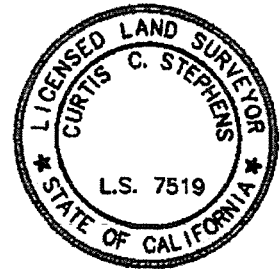
Address: 3650 Market Street (Stalder Building)
A.P.N. 213-222-003

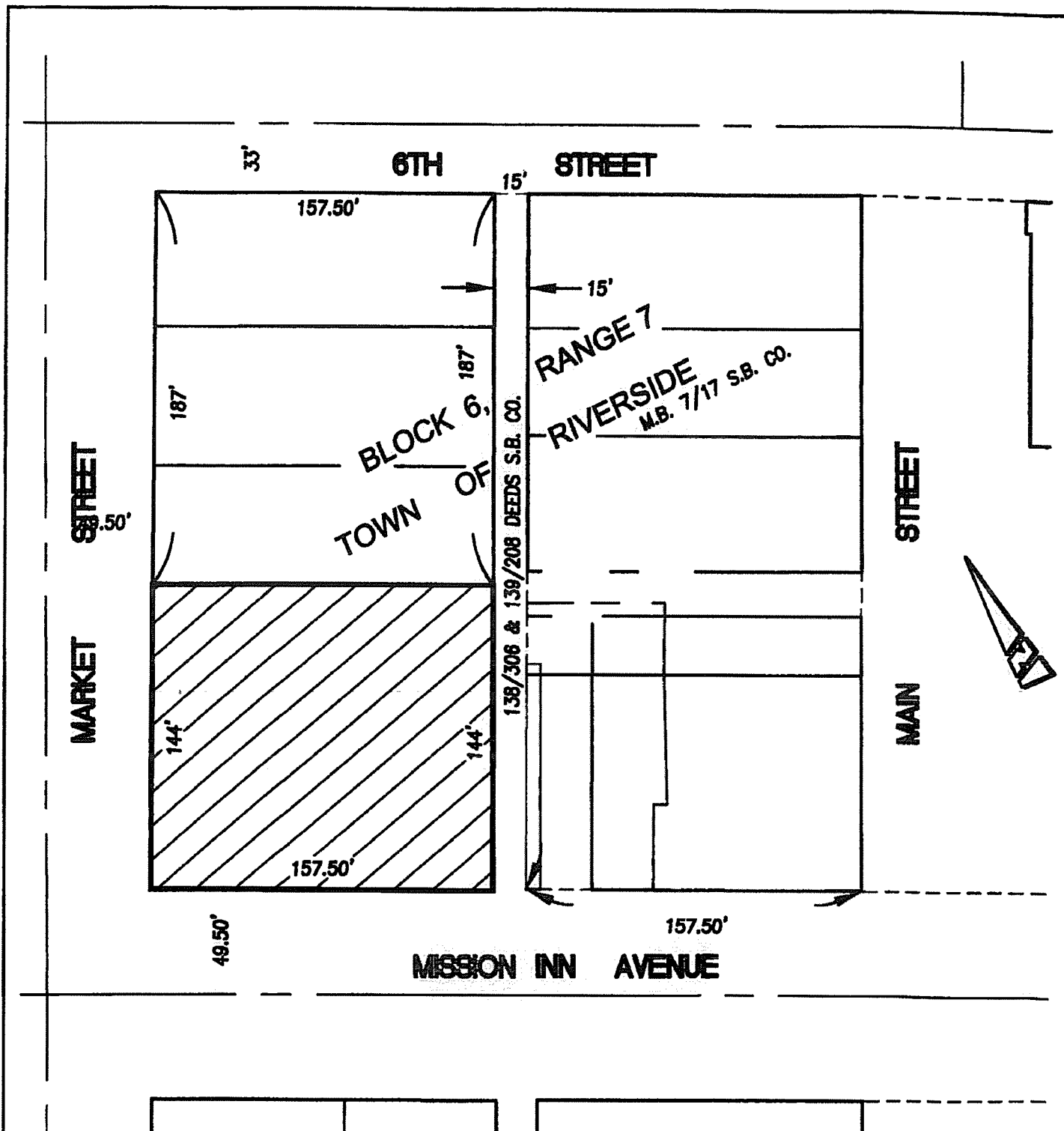
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This description was prepared by me or under my direction in
conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 3/12/15 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date





• 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: N.T.S.

DRAWN BY: CURT DATE: 3/12/15

APN - 213-222-003 STALDER BLDG FASCAD EASEMENT