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The Redevelopment Agency
of the City of Riverside
3737 Main Street, Suite 800
Riverside, CA 92501
Attn: Executive Director

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of Riverside County, California

Recorder 
Fees \$ 

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(Space above for Recorder's Use)

FAMILY LAW COURTHOUSE
OWNER PARTICIPATION AGREEMENT

between

**THE REDEVELOPMENT AGENCY
OF THE CITY OF RIVERSIDE**
a public agency

and

THE COUNTY OF RIVERSIDE
a political subdivision of the State of California

[Dated as of October 22, 1996 for reference purposes only]

1. PARTIES AND DATE

1.1 Effective Date. This Family Law Courthouse Owner Participation Agreement ("Agreement") will only become effective on the date ("Effective Date") on which all the following have occurred (i) this Agreement has been approved by the Agency's governing board and the County's Board of Supervisors and executed by the appropriate authorities of the Agency and the County; (ii) the Bar Association OPA (defined in Section 2.3) has been approved by the Agency's governing board and the Bar Association's governing board and executed by the appropriate authorities of the Agency and the Bar Association; (iii) the Lease/Option Agreement (described in Section 2.4) has been approved by the Agency's governing board and the (MSP I) (defined in Section 2.4) and executed by the appropriate authorities of the Agency and the (MSP I); and (iv) the Courthouse Construction Agreement (defined in Section 2.5) has been approved by the County's Board of Supervisors and has been executed by the appropriate authorities of the County and GRC (defined in Section 2.5).

1.2 Parties to Agreement

1.2.1 The Agency. The Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California. The address of the Agency is 3737 Main Street, Suite 800, Riverside, CA 92501; (909) 715-3500; facsimile (909) 715-3503.

"Agency", as used in this Agreement, means The Redevelopment Agency of the City of Riverside and any assignee of or successor to its rights, powers and responsibilities.

1.2.2 The County. The County is a political subdivision of the State of California, exercising governmental powers and functions and organized and existing pursuant to the statutes and Constitution of the State of California. The address of the County is County of Riverside, Executive Offices, 12th Floor, 4080 Lemon St., Riverside, CA 92501; telephone (909) 275-1100; facsimile (909) 275-1105.

All of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the County and its permitted nominees, successors and assigns.

Wherever the term "County" is used herein, such term shall include any permitted nominee, assignee or successor of the County.

2. RECITALS ABOUT THE PLAN AND PROJECT

2.1 The Redevelopment Plan, Project Area and Specific Plan. The City Council of the City of Riverside ("City") has approved and adopted a Redevelopment Plan ("Redevelopment Plan") for a redevelopment project known as the Merged Downtown/Airport Industrial Redevelopment Project Area ("Project Area") by its adoption of Ordinance No. 4348, as last amended on December 20, 1994.

This Agreement is subject to the provisions of the Redevelopment Plan as it now exists and as it may be subsequently amended. The Redevelopment Plan is hereby incorporated by this reference.

The Project Area is located in the City of Riverside, California; its boundaries are specifically described in the Redevelopment Plan.

2.2 Purpose of this Agreement. This Agreement implements the Redevelopment Plan for the Project Area by providing for the development of certain real property ("Property") as a family law courthouse ("Courthouse"), as set forth in the Scope of Development (Exhibit B). A site map and legal description of the Property are attached as Exhibits A-1 and A-2, respectively.

The development of the Property pursuant to this Agreement is in the best interests of the City and Agency and the health, safety, morals and welfare of its taxpayers and residents and is in accordance with public purposes set forth in federal, state and local law and regulation. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan and the City's General Plan by strengthening the City's land use and social structure and by alleviating economic and physical blight within the Project Area.

2.3 Agency/Riverside County Bar Association Owner Participation Agreement. The County acknowledges that the Agency intends to negotiate and possibly enter into an Owner Participation Agreement with the Riverside County Bar Association ("Bar Association OPA").

The Bar Association owns fee title to a parcel of real property ("Bar Association Parcel") adjacent to the Property. The Bar Association Parcel is depicted on the map attached as Exhibit A-1. Located on the Bar Association Parcel is a two-story office building and an on-site parking lot. As more specifically set forth in the Bar Association OPA, the Agency and the Bar Association will cause a subdivision of the Bar Association Parcel, such that the portion of the Bar Association Parcel which comprises the Bar Association's on-site parking lot may be conveyed to the County for construction of the Courthouse. Nothing in this Agreement shall be deemed as a pre-commitment by the Agency to enter into the Bar Association OPA, which approval may be given only after all appropriate public hearings have been held.

2.4 Construction of Adjacent Parking. The Agency has entered into negotiations with Market Street Properties I, LLC ("MSP I") for the Agency's ground lease (with an option to purchase) of certain real property ("Miller Parcel") located adjacent to the Property. The location of the Miller Parcel is identified in Exhibit A-1. If such an agreement ("Lease/Option Agreement") is ultimately reached between the Agency and MSP I, the Agency will construct, in accordance with Section 3.3 of this Agreement,^{1/} an asphaltic concrete parking lot ("Courthouse Parking Lot") upon the Miller Parcel. Nothing in this Agreement shall be deemed as a pre-commitment by the Agency to approve the Lease/Option Agreement, which approval may be given only after all appropriate public hearings have been held. The County agrees that the Agency may delegate its rights and obligations under the Lease/Option Agreement to the City of Riverside Parking Authority.

2.5 Courthouse Construction. As more specifically set forth in this Agreement, the County will enter into an agreement ("Courthouse Construction Agreement") with Griffin Realty Corporation ("GRC"), a California corporation, for the construction of the Courthouse. The County shall be responsible, at its sole cost, expense and liability, for financing, constructing and operating the Courthouse.

^{1/} All section references are to Sections of this Agreement unless otherwise stated.

3. SPECIAL TERMS

3.1 **Schedule of Performance.** The Agency and County shall perform their respective obligations in accordance with the Schedule of Performance attached as Exhibit C.

3.2 **Agreement Length and Exhibits.** This Agreement consists of pages 1 through 19 inclusive, and Exhibits A-1 through E attached hereto and incorporated by this reference, which constitute the entire understanding and agreement of the parties.

3.3 **Construction of Courthouse Parking Lot.** The County acknowledges that there are existing structures and tenants located upon the Miller Parcel on which the Courthouse Parking Lot will be constructed. The relocation of the existing tenants and the demolition of the existing structures are necessary prerequisites to the Agency's ability to construct the Courthouse Parking Lot.

It is the Agency's intent to provide parking for the Courthouse on the terms set forth in this Agreement. To that end, the Agency shall, at its cost, expense and liability, use reasonable good faith efforts to voluntarily cause the relocation of the existing tenants located on the Miller Parcel. In the event that voluntary negotiations for such relocation are unsuccessful, the Agency agrees to consider the use of the Agency's eminent domain authority to acquire such tenants' leasehold or other interests in the Miller Parcel. Nothing herein shall be construed as a representation or guarantee by the Agency that it will use its eminent domain authority to acquire those tenants' leasehold or other interests in the Miller Parcel. The County acknowledges and agrees that the Agency's exercise of its eminent domain authority is a discretionary act, subject to the appropriate public hearing processes and the ability of the Agency's governing board to make certain findings required by law. If the Agency is unable to make the legal findings necessary to the exercise of the Agency's eminent domain authority, then the Agency and the County will meet and negotiate in good faith towards either the provision of alternate parking to substitute for the Courthouse Parking Lot or for a reconfiguration of the Courthouse Parking Lot so as to exclude the structures in which the existing tenants are located.

If the Agency is successful in either voluntarily or involuntarily relocating the existing Miller Parcel tenants, the Agency shall, at its cost, expense and liability, cause the demolition of the existing structures located on the Miller Parcel and shall thereafter cause the construction of the Courthouse Parking Lot. The County acknowledges and agrees that the Courthouse Parking Lot will be owned, operated and maintained by the Agency or a designee, which designee may be selected by the Agency's in its sole and absolute discretion. The Courthouse Parking Lot will be constructed in accordance with plans, designs and specifications prepared on the behalf of the Agency, and subject to only the Agency's and City's review and approval. The County shall have no right of review or approval of any of the plans, designs or specifications of the Courthouse Parking Lot; provided, however, that the design and use of the Courthouse Parking Lot may not unreasonably interfere with the County's use of the Property.

Other than the County Parking Spaces (defined below), the County acknowledges and agrees that the Agency or its designee shall maintain the Courthouse Parking Lot as a metered, paid parking lot available to the general public. All revenues derived from the operation of the Courthouse Parking Lot shall belong to the Agency or its designee. The Courthouse Parking Lot shall be maintained by the Agency or its designee at its cost and expense .

The Agency hereby grants to the County the exclusive, irrevocable right to use thirty-six (36) parking stalls ("County Parking Spaces") within the Courthouse Parking Lot for a term of thirty (30) years, commencing on the issuance of a Certificate of Occupancy for the Courthouse. The parking stalls shall be located approximately as set forth on Exhibit D. If the design of the Courthouse Parking Lot must be reconfigured due to the inability of the Agency to relocate the existing tenants located upon the Miller Parcel, then the Agency may provide alternate parking in the redesigned Courthouse Parking Lot which is reasonably equivalent in terms of utility to the parking stalls identified on Exhibit D.

The County agrees to and shall defend, indemnify and hold the City, the Agency (including its designee, if any) and their respective officers, officials, agents, employees and contractors harmless from and against all liability, cost and expense (including, without limitation, attorneys' fees and litigation costs) arising out of or in any way connected with the negligence or willful misconduct of the County and its officers, officials, employees, invitees, agents and contractors with respect to the Courthouse Parking Lot; provided, however, that such indemnity

shall not extend to any liabilities, costs or expenses attributable to the negligence or wilful misconduct of the City, the Agency (including its designee, if any) and their officers, officials, employees, agents and contractors. The Agency agrees to and shall defend, indemnify and hold the County and its officers, officials, agents, employees and contractors harmless from and against all liability, cost and expense (including, without limitation, attorneys' fees and litigation costs) arising out of or in any way connected with the negligence or wilful misconduct of the City, the Agency (or its designee, if any) and its officers, officials, employees, agents and contractors with respect to the Courthouse Parking Lot; provided, however, that such indemnity does not extend to any liabilities, costs or expenses attributable to the negligence or wilful misconduct of the County or its officers, officials, employees, agents and contractors.

The Agency or its designee shall provide parking placards or decals to the County, which will then distribute those decals or placards to the individuals authorized to use the County Parking Spaces. The Agency or its designee shall be responsible for the enforcement of all parking regulations within the Courthouse Parking Lot and will cause any vehicles parked in the County Parking Spaces which do not display the appropriate decal or placard to be cited or towed at the owner's expense. The Agency or its designee shall be solely responsible for the enforcement of parking regulations within the Courthouse Parking Lot.

The Agency shall ensure that the Courthouse Parking Lot, or substitute parking reasonably satisfactory to the Agency and the County, is provided prior to the issuance of a Certificate of Occupancy for the Courthouse.

Upon the mutual written agreement of the Agency and the County, the County Parking Spaces may be relocated to a location other than the Courthouse Parking Lot. Appropriate amendments to this Agreement be executed should such relocation be agreed upon.

3.4 County's Use of Miller Property for Construction Staging Purposes. The Agency agrees to allow the County and GRC, at their sole cost, expense and liability, to use the Miller Parcel for the purposes of equipment and material storage during the period of construction of the Courthouse, subject to the Agency's right to terminate such permission as hereinafter provided. The County and GRC shall be solely responsible for the loss, theft, damage or destruction of any and all equipment and material upon the Miller Parcel, shall secure the Miller

Parcel with appropriate fencing or other barrier (in accordance with the provisions of the City's Municipal Code) and shall ensure that all activities taken upon the Miller Parcel by the County, GRC, and their employees, agents and contractors are in accordance with all provisions of applicable Federal, State, and local laws and ordinances.

The County shall defend, indemnify and hold the Agency, the City, and their respective officers, officials, employees, agents and contractors, harmless from and against all liability, costs and expense (including without limitation, attorneys' fees and litigation costs) arising out of or in any way connected with the use of the Miller Parcel by the County, GRC, or their agents, employees and contractors.

The right of use given to the County and GRC pursuant to this Section 3.4 may be terminated by the Agency upon written notice to the County. Within sixty (60) days from the receipt of such written notice, the County and GRC shall remove all construction equipment and materials located upon the Miller Parcel and shall return the Miller Parcel to the condition it was in immediately prior to the County's and GRC's entry thereupon. The obligation described above includes the obligation to, without limitation, (i) return the Miller Parcel to the same condition as it was in immediately prior to the County and GRC's entry upon it, (ii) remove/remediate all spills or leakage of fluids and materials (whether hazardous or not) upon the Miller Parcel occurring as a result of the County's and GRC's use of the Miller Parcel, and (iii) the remove and properly dispose of all materials, equipment debris and refuse located upon the Miller Parcel.

If the County or GRC fails to perform any of their obligations pursuant to this Section 3.4, then, in addition all other remedies available to the Agency, any requirement set forth in this Agreement that the Agency complete the Courthouse Parking Lot prior to the issuance of a Certificate of Occupancy for the Courthouse shall be automatically deemed waived.

3.5 Amalgamation of Bar Association Parking Lot. Pursuant to the Bar Association OPA, the Agency will cause the Bar Association to convey the Bar Association Parcel parking lot to the County for use in constructing the Courthouse. Upon such conveyance of the Bar Association Parcel parking lot to the County, the Bar Association Parcel parking lot shall be deemed amalgamated as part of the Property. From that point forward, wherever the term

"Property" appears in this Agreement, it shall be read and understood to include the Property described on the attached Exhibit A and the Bar Association Parcel parking lot.

3.6 Credit for Pre-Construction Expenses and Offset Against Bankruptcy Court Obligation. The Agency and the County acknowledge that the Agency has incurred certain pre-construction expenses related to the Courthouse in the amount of \$691,472.14, which includes accrued interest thereon. On November 14, 1996, the County shall tender to the Agency the sum of \$641,472.14 as reimbursement for the amount of such pre-construction expenses and interest solely related to the Courthouse development.

The Agency and the County have previously entered into a Bankruptcy Court Land Acquisition Agreement ("Acquisition Agreement") dated February 13, 1996, by which the Agency purchased from the County certain real property more particularly described in the Acquisition Agreement.

To evidence its obligation to pay the County the agreed-upon purchase price pursuant to the Acquisition Agreement, the Agency executed a Secured Promissory Note, in the amount of \$1,457,248.63, dated February 29, 1996. The Agency's obligations under the Secured Promissory Note are secured by a Deed of Trust which was recorded on March 1, 1996, as Document No. 75493 in the Riverside County Recorder's Office.

Concurrently with the County's delivery of the pre-construction expenses reimbursement described in the first paragraph of this Section 3.6, the Agency shall tender to the County the cash sum of \$1,524,526.09 (inclusive of all accrued interest and County pre-construction expenses with respect to the Bankruptcy Court in the amount of \$92,248.63), which the County agrees to accept in full satisfaction of all the entirety of the Agency's obligations arising under the Acquisition Agreement, Secured Promissory Note and Deed of Trust. The Agency's obligation to tender the foregoing sum is expressly contingent upon the County's simultaneous delivery to the Agency, in properly executed and recordable form, of such reconveyance documents as are necessary to reconvey the County's beneficial interests under the Deed of Trust and to cancel the Secured Promissory Note.

3.7 Relocation of County Clerk-Recorder/Registrar of Voters Offices. Currently located upon a portion of the Property is the County Clerk-Recorder/Registrar of Voters Offices. Those Offices must be demolished in order to allow the construction of the Courthouse. The Agency and the County shall work cooperatively to facilitate the relocation of the Clerk-Recorder Offices to such locations as the County may designate. The Agency shall pay the sum of \$200,000 (including interest at the rate of 7% per annum on funds borrowed by the Agency for Clerk-Recorder/Registrar relocation purposes) towards the third party costs and expenses associated with such relocation. The County acknowledges that the Agency has, as of October 10, 1996, expended \$39,958.41 (inclusive of interest as described above) towards its \$200,000 obligation under this Section 3.7.

The Agency shall, at its cost and expense, cause the preparation of plans and specifications for the construction of certain tenant improvements at the relocation facilities to be selected by the County. The Agency shall submit such construction plans and specifications to the County for its review and approval, which may not be unreasonably withheld or delayed. Upon receipt of the County's approval, the Agency shall, at its cost and expense, seek bids for the construction of the tenant improvements from such contractors as the Agency may determine, in its sole and absolute discretion. From the bids received, the Agency shall select the lowest responsible bidder. If the amount of such bid exceeds the amount of the Agency's relocation expense obligation (after deducting amounts previously expended as described in the preceding paragraph), then the County may elect one of the following two options:

(i) the County may agree to go forward with the construction of the tenant improvements in accordance with the plans and specifications previously approved and reimburse the Agency for all expenses associated with such tenant improvements which are in excess of the then-remaining amount of the Agency's relocation expense obligations;
or

(ii) the County may agree to revise such plans and specifications in a manner such that the total cost of construction of the tenant improvements does not exceed the then-remaining amount of the Agency's relocation expense obligation.

If, after payments of the sums described in the first two paragraphs of this Section 3.7, the Agency has not fully met its \$200,000 obligation, then the Agency shall reimburse the

County, up to the remaining amount of the Agency's obligation, for such other and incidental relocation expenses incurred by the County and paid to third parties with respect to the relocation. The Agency shall make reimbursement within thirty (30) days following the County's written demand therefor, which demand must be accompanied by reasonable supporting documentation.

3.8 Agency's Reimbursement to County for Certain Improvements of Mutual Benefit. As part of its Courthouse construction obligations, the County or GRC shall be constructing and/or modifying certain public improvements which will be of mutual benefit to both the Property and the Miller Parcel. A list of those improvements and/or modifications which the parties agree will be of mutual benefit to the Property and the Miller Parcel are set forth on the attached Exhibit E.

The Agency agrees to reimburse the County up to the maximum amount of \$285,719.00, or such lesser amount as the County pays for such improvements, as full payment for the Agency's share of those third party expenses incurred and paid by the County with respect to those items listed on Exhibit E which are of benefit to the Miller Parcel. In order to obtain such reimbursement, the County must submit a written request for reimbursement to the Agency, together with such reasonable documentation as the Agency may require to substantiate the amount of third-party expenses incurred by the County for those items listed on Exhibit E which are of benefit to the Miller Parcel. The Agency agrees to reimburse the County in accordance with this Section 3.8 within thirty (30) days following the Agency's receipt of such written request and supporting documentation. As an express condition precedent to the Agency's obligation to pay such reimbursement, the County agrees to assign to the Agency its rights and choses in action which the County may have against GRC or its employees, agents, contractors and subcontractors, related to those matters for which the Agency is providing reimbursement.

Anything in this Section 3.8 to the contrary notwithstanding, the Agency may, at any time prior to the commencement of construction of the improvements identified on Exhibit E, elect by written notice to the County to construct such improvements itself. In such case, the Agency shall be relieved of any obligations to the County under this Section 3.8.

4. STANDARD TERMS

4.1 Cost of Construction. Except as expressly provided otherwise in this Agreement, the cost of developing the Courthouse and constructing all required on- and off-site improvements for the Courthouse, and providing all utilities therefor, shall be borne by the County at its sole cost, expense, and liability.

4.2 Construction and Development. The County shall begin and thereafter complete the construction and development of the Courthouse on the Property consistent with the Scope of Development. From time to time during the period of construction and as reasonably requested by the Agency, the County shall provide periodic progress reports to the Agency.

4.3 Indemnity. During the period commencing with any preliminary work by the County on the Property and until such time as the County has issued a Certificate of Occupancy for the Courthouse, the County agrees to and shall defend, indemnify and hold the Agency and City, its officers, directors, agents servants, employees and contractors harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorney's fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person and which shall be directly or indirectly caused by any acts or any errors or omissions of the County or its officers, directors, agents, servants, employees, consultants or contractors. The County shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions of the Agency or the City, or their respective officers, directors, agents, servants, employees or contractors. The Agency and City shall not be responsible for any acts, errors or omissions of any person or entity under this Agreement except the Agency and the City and their respective officers, agents, servants, employees or contractors.

4.4 Governmental Permits and Compliance With Laws. Before commencement of construction or development of any buildings, structures or other work of improvement upon the Property, the County shall, at its own expense, secure or cause to be secured any and all permits

or approvals which may be required by or from any governmental agency. The Agency and the County shall provide reasonable non-financial assistance to each other in securing any other necessary permits or approvals from each other or any other governmental agency. The County shall carry out the construction of the Courthouse in conformity with all applicable laws, including all applicable federal and state labor and safety standards.

4.5 No Discrimination. The County, for itself and its successors and assigns, agrees that in the construction of the Courthouse the County will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, religion, creed, national origin, or ancestry, and that the County will comply with all applicable local, state and federal fair employment laws and regulations.

The County covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the County 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 of occupancy of tenants, lessees, subtenants, sublessee or vendees of the Property. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

All deeds, leases or contracts relative to the Property or the improvements constructed thereon shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses, pursuant to Section 33436 of the California Health and Safety Code:

4.5.1 In deeds: "The grantee herein covenants by and for himself, his 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, 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 himself or any person claiming under or through him, 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 conveyed. The foregoing covenants shall run with the land in perpetuity."

4.5.2 **In leases:** "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon the 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, 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 himself, or any person claiming under or through him, 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 herein leased."

4.5.3 **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, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him 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."

4.6 **Covenants Running With the Land.**

4.6.1 **Use Covenant.** The County covenants and agrees for itself, its assigns and all voluntary and involuntary successors in interest to the Property or any part thereof, that, in perpetuity, the Property shall be put to the uses permitted by this Agreement, by law and by any applicable covenants or restrictions.

- 4.6.2 **Maintenance Covenant.** The County covenants and agrees for itself, its assigns and all voluntary and involuntary successors in interest to the Property or any part thereof, that, during all times that the Redevelopment Plan is in effect, the County will cause the Property and all improvements located thereon (including landscaping) to be maintained in a neat, orderly and first-class condition. The County may not maintain or use the Property or its improvements in such a manner as to create a nuisance, either public or private.

The covenants set forth in Section 4.5 and this Section 4.6 touch and concern the Property, and every part thereof, and constitute covenants running with the Property and every part thereof. These covenants may be enforced by the Agency or the City (as an intended third party beneficiary), regardless of whether the Agency or the City currently or continue to own an interest in any property within the Project Area. The County hereby irrevocably stipulates and agrees that any material breach of any of the covenants set forth in Section 4.5 or this Section 4.6 will result in great and irreparable damage to the Agency, will violate the public policy and the purposes of the Community Redevelopment Law, and will result in damages to the Agency and the City which are either impracticable or extremely difficult to quantify. Accordingly, any covenant set forth in Section 4.5 and this Section 4.6 may be enforced by the Agency or the City by means of an injunctive relief or specific performance action.

4.7 **Rights of Access.** For the purpose of assuring compliance with this Agreement, representatives of the Agency and the City shall have reasonable right of access to the Property without charge.

4.8 **General Damages.** If the County or the Agency defaults with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be

liable to the other party for any and all damages proximately caused by such default, except as may be otherwise expressly provided herein.

4.9 Notices and Demands. All notices or other communications required or permitted hereunder shall be in writing, and may be personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to parties at the addresses provided in Section 1.2, subject to the right of either party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the second business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail shall be deemed received upon receipt of the same by the party to whom the notice is given.

4.10 Nonliability of Agency or County Officials and Employees. No board member, official, contractor, consultant, attorney or employee of the City, Agency or the County shall be personally liable to the other, any successors or assignees, or any lender or party holding an interest in the Property in the event of any default or breach by the Agency or the County, or for any amount which may become due to the other parties or to their successors or assignees, or on any obligations arising under this Agreement.

4.11 [Intentionally omitted.]

4.12 Attorney's Fees. If either the Agency or the County brings any action or proceeding against the other or the City arising out of this Agreement, then the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorney's fees as fixed by the court in such action or proceeding or in a separate action or proceeding brought to recover such attorney's fees. Recoverable costs and fees include those incurred on appeal and in the enforcement of any judgment.

4.13 Real Estate Commissions. The Agency and the County each represent and warrant to the other that it has engaged no broker, agent, or finder in connection with this transaction.

4.14 Submission of Documents and Other Actions for Approval. Except where such approval is expressly reserved to the sole discretion of the approving party, all approvals required hereunder by either party shall not be unreasonably withheld.

4.15 Amendments to This Agreement. The County and the Agency agree to consider reasonable requests for amendments to this Agreement not materially adversely affecting their respective rights and obligations hereunder which may be made by any of the parties hereto, lending institutions, bond counsel or financial consultants. Any amendments to the Agreement must be in writing and signed by the appropriate authorities of both the Agency and the County. The Executive Director is authorized to approve and execute minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to the County.

4.16 Jurisdiction and Venue. Any action or proceeding concerning this Agreement shall be filed and prosecuted in the Consolidated Courts of the County of Riverside, California. Each party hereto irrevocably consents to the personal jurisdiction of the court. The Agency and the County each hereby expressly waive the benefit of any provision of law providing for a change of venue to any other court due to the fact that either the City or the Agency is a party to such action or proceeding. Without limiting the generality of the foregoing, the Agency and the County specifically waive any rights provided to them pursuant to California Code of Civil Procedure Section 394.

4.17 Interpretation. The Agency and the County acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that each party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

4.18 Counterpart Originals; Integration. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument. This Agreement and its Exhibits represent the entire understanding of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.


4.19 No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

4.20 No Third Party Beneficiaries. The performance of the Agency's and the Developer's respective obligations under this Agreement are not intended to benefit any party other than the Agency or the County, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

[Signatures on following pages.]

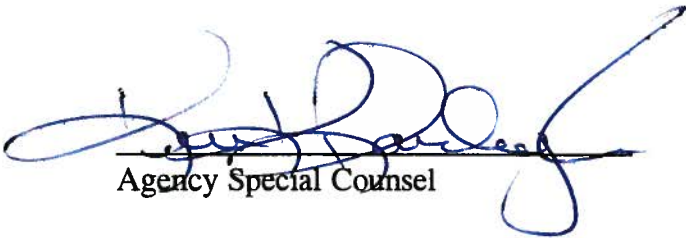
Dated: 11/7/96

THE REDEVELOPMENT AGENCY
OF THE CITY OF RIVERSIDE

By: 
Robert C. Wales, P.E.
Executive Director

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP


Agency Special Counsel

THE COUNTY OF RIVERSIDE

Dated: 11-20-96

By: Kay Ceniceros
Kay Ceniceros
Chairperson, Board of Supervisors

ATTEST:

By: Gallavan
Clerk of the Board

APPROVED AS TO FORM:

Lee A. J. Wooten 11/20/96
County Counsel

STATE OF CALIFORNIA

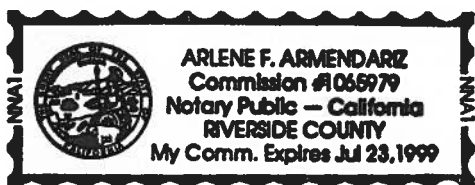
COUNTY OF RIVERSIDE

On November 7, 1996, before me, the undersigned notary public, personally appeared Robert C. Wales, ☒ personally known to me OR ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which he person acted, executed the instrument.

WITNESS my hand and official seal.

Arlene F. Armendariz
Signature of Notary

(SEAL)



CAPACITY CLAIMED BY SIGNER:

- ☐ Individual(s)
☐ Corporate _____
 Officer(s) _____
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☒ Other EXECUTIVE DIRECTOR OF
 AGENCY

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)
 RIVERSIDE REDEVELOPMENT
 AGENCY

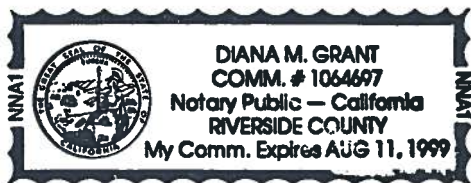
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On 11-20, 1996, before me, the undersigned notary public, personally appeared KAY CENICEROS, ☒ personally known to me OR ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which he person acted, executed the instrument.

WITNESS my hand and official seal.

Diana M Grant
Signature of Notary

(SEAL)



**CAPACITY CLAIMED
BY SIGNER:**

- ☐ Individual(s)
☐ Corporate Officer(s) _____
☐ Partner(s) _____
☐ Attorney-in-Fact _____
☐ Trustee(s) _____
☐ Subscribing Witness
☐ Guardian/Conservator
☒ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
REDEVELOPER

Map of the Property

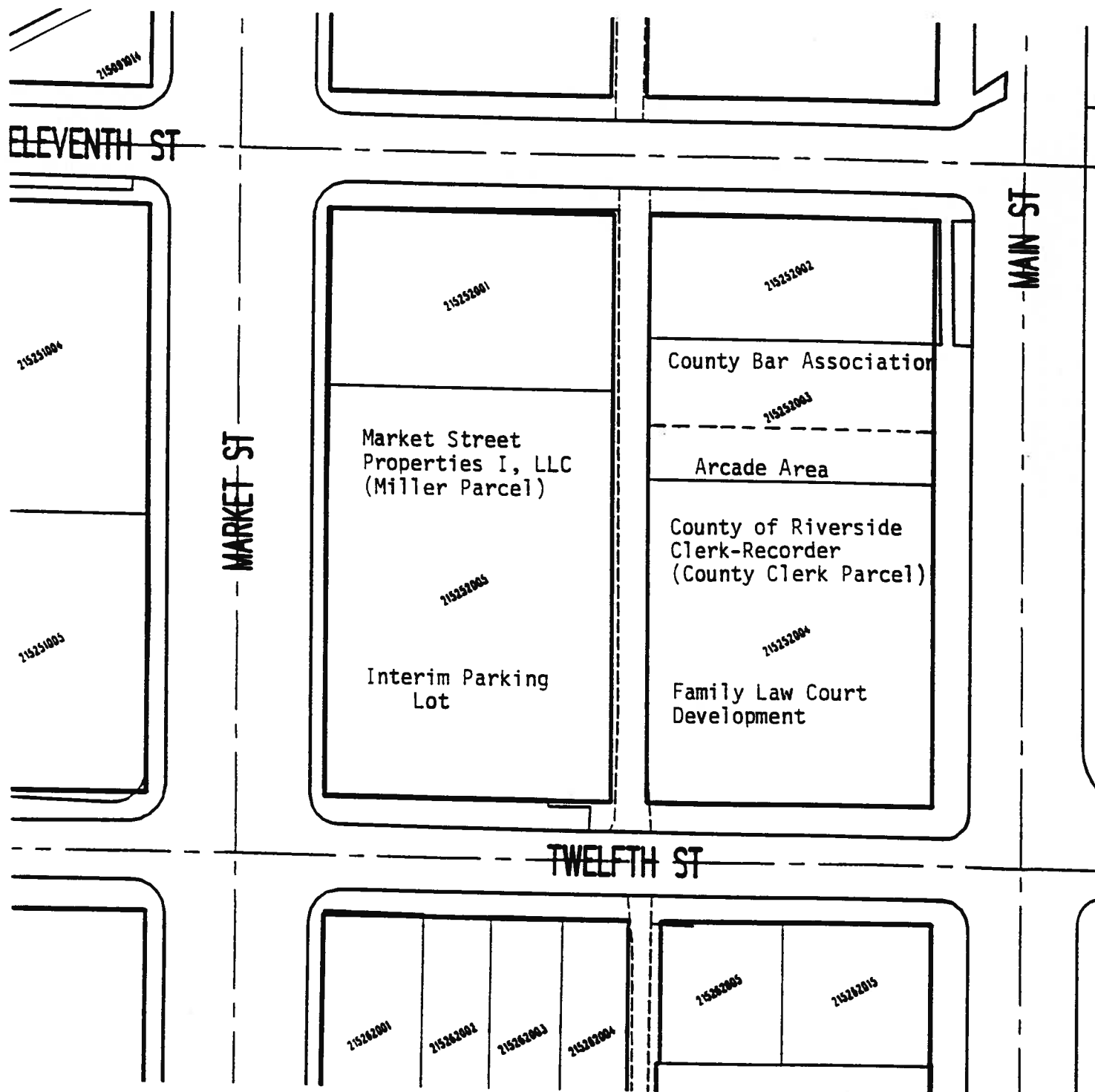


EXHIBIT A-2 TO FAMILY LAW COURT
OWNER PARTICIPATION AGREEMENT

Legal Description of Property

Assessor Parcel Number: 215-252-004
0.64± acres

THAT PORTION OF BLOCK 11, RANGE 7 OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF MAIN STREET, 180.58 FEET TO A POINT 150 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID BLOCK; THENCE WESTERLY, PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK, 155.55 FEET, MORE OR LESS, TO THE EASTERLY LINE OF AN ALLEY; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID ALLEY, 180.59 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF TWELFTH STREET; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF TWELFTH STREET, 155.58 FEET, TO THE POINT OF BEGINNING.

**EXHIBIT B TO FAMILY LAW COURT
OWNER PARTICIPATION AGREEMENT**

Scope of Development

A five-story family law courthouse with ten (10) on-site parking spaces, with approximately 56,900 square feet of gross building area.

EXHIBIT C TO FAMILY LAW COURT
OWNER PARTICIPATION AGREEMENT

Schedule of Performance

ACTION	TARGET DEADLINE
Begin Construction	December 2, 1996
Move-in	January 30, 1998

EXHIBIT D TO FAMILY LAW COURT
OWNER PARTICIPATION AGREEMENT

Site Map Showing Approximate Location
of County Parking Spaces

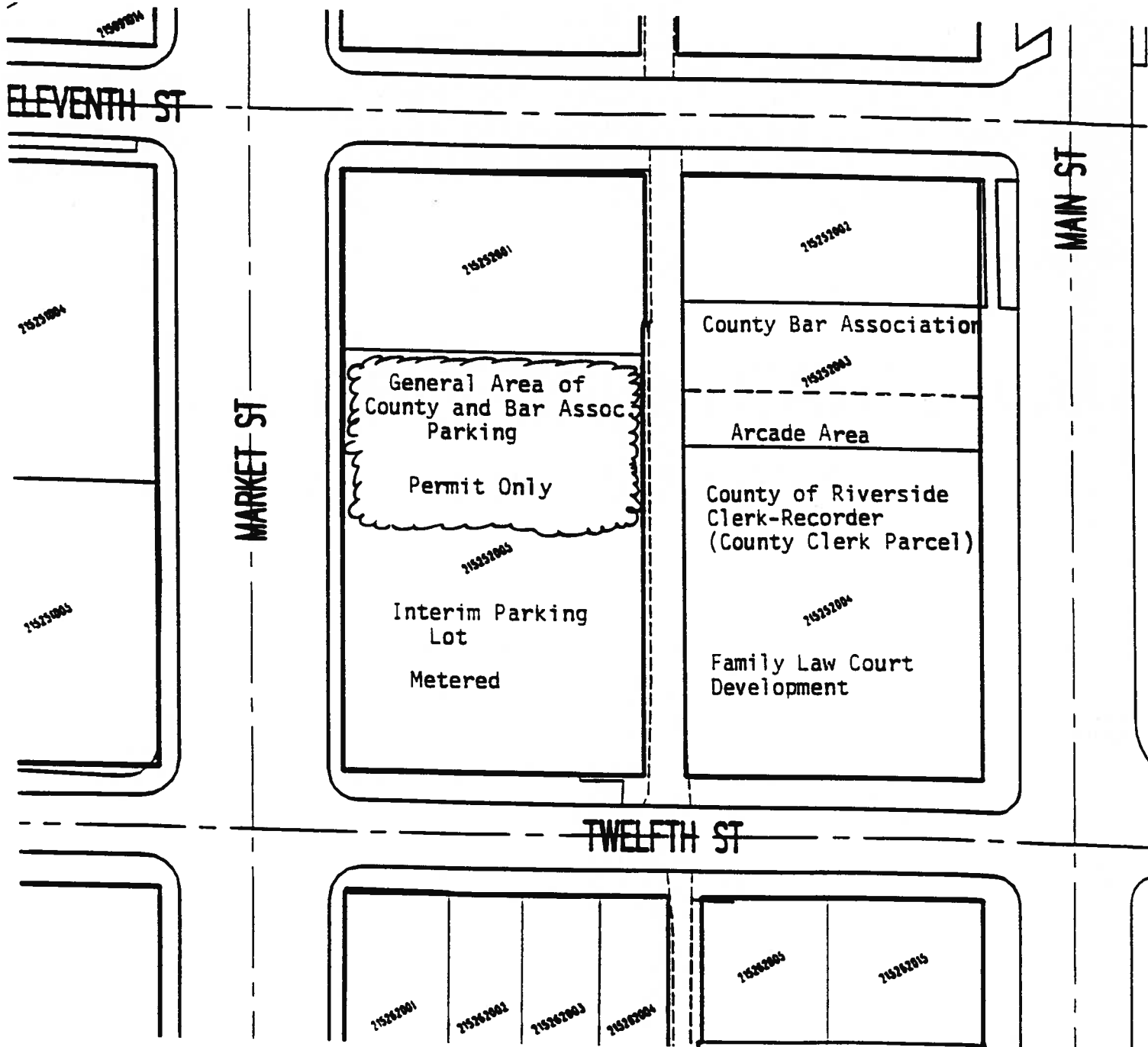


EXHIBIT E TO FAMILY LAW COURT
OWNER PARTICIPATION AGREEMENT

Improvements of Mutual
Benefit to Property and Miller Parcel

Site Work

- General Conditions/Clean up
- Earthwork
- Demolition of County Clerk/Miller Improvements
- Asbestos Abatement
- Surveying
- 12th Street Storm Drain
- Site fire water stub-out

Subtotal	\$217,611
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Bonds, Insurance, CM Fee, etc.

- Bonds/Subcontractor
- Permits
- Insurance
- Bonds/CM
- CM Fee
- Contingency

Subtotal	\$ 26,258
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Architect/Engineering Design, Management, etc.

- Architect/Engineer/Consultants¹
- Program Management
- Contingency

Subtotal	\$ 41,850
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Guaranteed Maximum Price (Not to exceed amount)

TOTAL

\$285,719

¹ Approximately \$22,650 has been paid to A & E Consultants as of 10/10/1996