

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

UNITED TITLE COMPANY

AND WHEN RECORDED MAIL TO:
MS-REGENCY TOWER, LLC
101 HODENCAMP ROAD, SUITE 200
THOUSAND OAKS, CALIFORNIA 91360
ATTN: MOSHE SILAGI

DOC # 2008-0458354
08/19/2008 08:00A Fee:63.00
Page 1 of 19
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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Project: Regency Tower
APNS: 215-373-001, 002, 003 & 004

SITE GRANT DEED
Correction of Legal Description

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

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DOC # 2008-0027557

01/17/2008 08:00A Fee:51.00

Page 1 of 8 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
UNITED TITLE COMPANY

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SITE GRANT DEED

215-373-001,002,003,004

TRA- 009-014

~~ATT~~ ~~009-014~~ +

DTT \$ 2,255.00

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

DX1478

SITE GRANT DEED

RECORDING REQUESTED BY:)
 Redevelopment Agency of the)
 City of Riverside)
 3900 Main Street, Fifth Floor)
 Riverside, California 92522)
 Attention: Executive Director)
)
AFTER RECORDATION, MAIL TO)
AND MAIL TAX STATEMENTS TO:)
)
 MS-Regency Tower, LLC))
 101 Hodencamp Road, Suite 200)
 Thousand Oaks, California 91360)
 Attention: Moshe Silagi)
)

(Space above for Recorder's Use Only)

This document is exempt from recording fees pursuant to Government Code Section 6103

SITE GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, this 11th day of January, 2008, ~~2007~~, the **REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic ("Grantor") hereby grants to **MS-REGENCY TOWER, LLC**, a California limited liability company ("Grantee"), certain real property hereinafter referred to as the "Site" situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A" attached hereto and incorporated herein by this reference, subject to the existing covenants, conditions, restrictions, reservations and easements of record described therein.

1. The Site is being conveyed by the Grantor pursuant to that certain Disposition and Development Agreement by and between the Grantor and the Grantee dated for identification purposes as of January 31, 2007 (the "Agreement"), a copy of which is on file with the Secretary of the Grantor as a public record and which is incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as those used in the Agreement.

2. Grantor excepts and reserves from the conveyance herein described all interest of the Grantor in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred (500) feet below the

DX1478

surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Site or other lands, but without, however, any right to use either the surface of the Site or any portion thereof within five hundred (500) feet of the surface for any purpose or purposes whatsoever, or to use the Site in such a manner as to create a disturbance to the use or enjoyment of the Site.

3. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee shall develop, use and operate the Project upon the Site in accordance with the Agreement.

4. The Grantee covenants by and for itself, its successors and assigns, and all persons claiming under or through it, 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 Site and the Project, nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site and the Project.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of 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 herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"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 premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

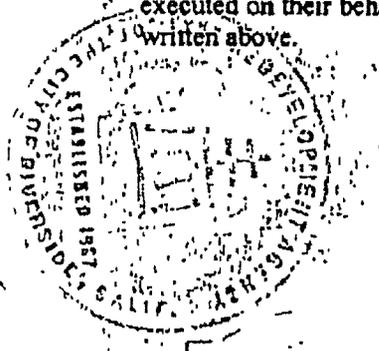
5. Except as otherwise provided, the covenants contained in this Grant Deed shall remain in effect in accordance with the terms and conditions of the Agreement. The covenants against discrimination contained in Section 4 of this Grant Deed shall remain in effect in perpetuity.

6. To the fullest extent permitted by law or equity, the covenants and agreements contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise, be binding on the Grantees' successors and assigns and run for the benefit and in favor of and shall be enforceable by the Grantor and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Only Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Site shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed, or to subject the Site to additional covenants, easements, or other restrictions. For purposes of this Section 8, successors and assigns of the Grantee means only those parties who hold all or any part of the Site in fee title, and does not include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity holding less than a fee interest in the Site.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, as of the date first written above.



"GRANTOR"

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

By: Belinda J. Graham
Executive Director
Belinda J. Graham

ATTEST:

Colleen J. Nicol
Agency Secretary
Colleen J. Nicol

APPROVED AS TO FORM:

LEIBOLD McCLENDON & MANN, P.C.

Barbara Zeid Leibold
Barbara Zeid Leibold, Special Counsel

The undersigned Grantee accepts title subject to the covenants hereinabove set forth.

"GRANTEE"

MS-REGENCY TOWER LLC a California limited liability company

By: _____
Its: CONTRIBUTOR MEMBER

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On January 11, 2008, before me, Hannah Dustin, Notary Public, personally appeared Bellinda S. Graham and Colleen S. Nicol who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

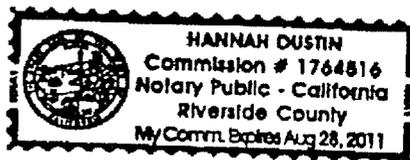
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hannah Dustin

Notary Signature

Hannah Dustin



DX1478

ACKNOWLEDGEMENT - GENERAL
THIS FORM FURNISHED BY UNITED TITLE COMPANY

STATE OF CALIFORNIA
COUNTY OF VENTURA } ss.

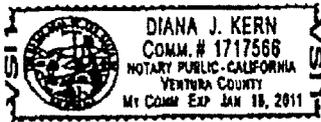
On January 15, 2008 before me, *Diana J. Kern* ^(DK)
DANA J. KERN, Notary Public, personally appeared
Masha Silagi

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/hers/their authorized capacity(ies), and that by his/hers/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 *Diana J. Kern*



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

Title of Document Type _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

LEGAL DESCRIPTION

PARCEL 1

ALL THAT PORTION OF BLOCK 9, RANGE 5, AS SHOWN BY MAP OF THE TOWN OF RIVERSIDE, RECORDED IN BOOK 7 PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 9, RANGE 5, AS SHOWN BY MAP OF TOWN OF RIVERSIDE, ON FILE IN BOOK 7 PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF NINTH STREET, 157 FEET TO THE WESTERLY LINE OF AN ALLEY; THENCE AT RIGHT ANGLES SOUTHERLY AND ALONG THE WESTERLY LINE OF ALLEY 100 FEET; THENCE AT RIGHT ANGLES WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF NINTH STREET, 157 FEET TO THE EASTERLY LINE OF ORANGE STREET; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF ORANGE STREET, 100 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTHWEST 16 FEET THEREOF, AS CONDEMNED BY THE CITY OF RIVERSIDE, A CERTIFIED COPY OF THE DECREE OF CONDEMNATION BEING RECORDED SEPTEMBER 21, 1931 IN BOOK 46 PAGE 68 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 2

ALL THAT PORTION OF BLOCK 9, RANGE 5, AS SHOWN BY MAP OF THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 7 PAGE 17 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ORANGE STREET, 214 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF ORANGE STREET, 50 FEET TO A POINT 66 FEET NORTHERLY FROM THE SOUTHWESTERLY CORNER OF SAID BLOCK; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF TENTH STREET, 157 FEET, MORE OR LESS, TO A 16 FOOT ALLEY; THENCE NORTHERLY ON A LINE PARALLEL WITH THE EASTERLY LINE OF ORANGE STREET AND ALONG THE WESTERLY LINE OF SAID ALLEY, 50 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF NINTH STREET, 157 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WESTERLY RECTANGULAR 16 FEET THEREOF FOR WIDENING OF ORANGE STREET.

ASSESSOR'S PARCEL NUMBERS:

215-373-001

215-373-002

215-373-003

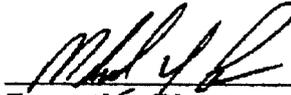
AND PORTION OF 215-373-004

DX1478

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, as of the date first written above.

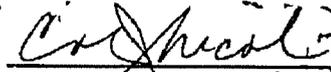
"GRANTOR"

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

By: 
Executive Director
Michael J. Beck

Date: August 12, 2008

ATTEST:


Agency Secretary
Colleen J. Nicol

APPROVED AS TO FORM:

LIEBOLD McCLENDON & MANN, P.C.


For **Barbara Zeid Leibold, Special Counsel**

The undersigned Grantee accepts title subject to the covenants hereinabove set forth.

"GRANTEE"

MS-REGENCY TOWER, LLC a California limited liability company

By: _____
Its: _____

DX1478

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

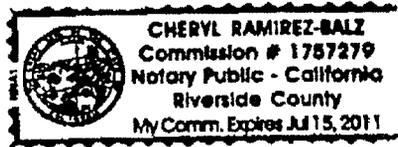
On August 13, 2008, before me, Cheryl Ramirez-Balz, Notary Public, personally appeared Michael J. Beck and Colleen J. Nicol who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Signature



DX1478

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____,
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.

Notary Signature

DX1478

EXHIBIT "A"
LEGAL DESCRIPTION

[Attached]

EXHIBIT "A"

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

PARCELA

That portion of Lots 5 through 10 in Block 9, Range 5 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California, described as follows:

Parcel 1 together with Parcel 2 of Record of Survey on file in Book 121, Pages 8 and 9 of Record of Surveys, records of Riverside County, California.

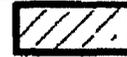
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 7/14/08 Date MB Prep.
Mark S. Brown, L.S. 5655
License Expires 9/30/09

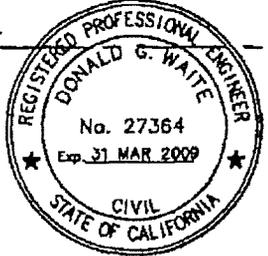
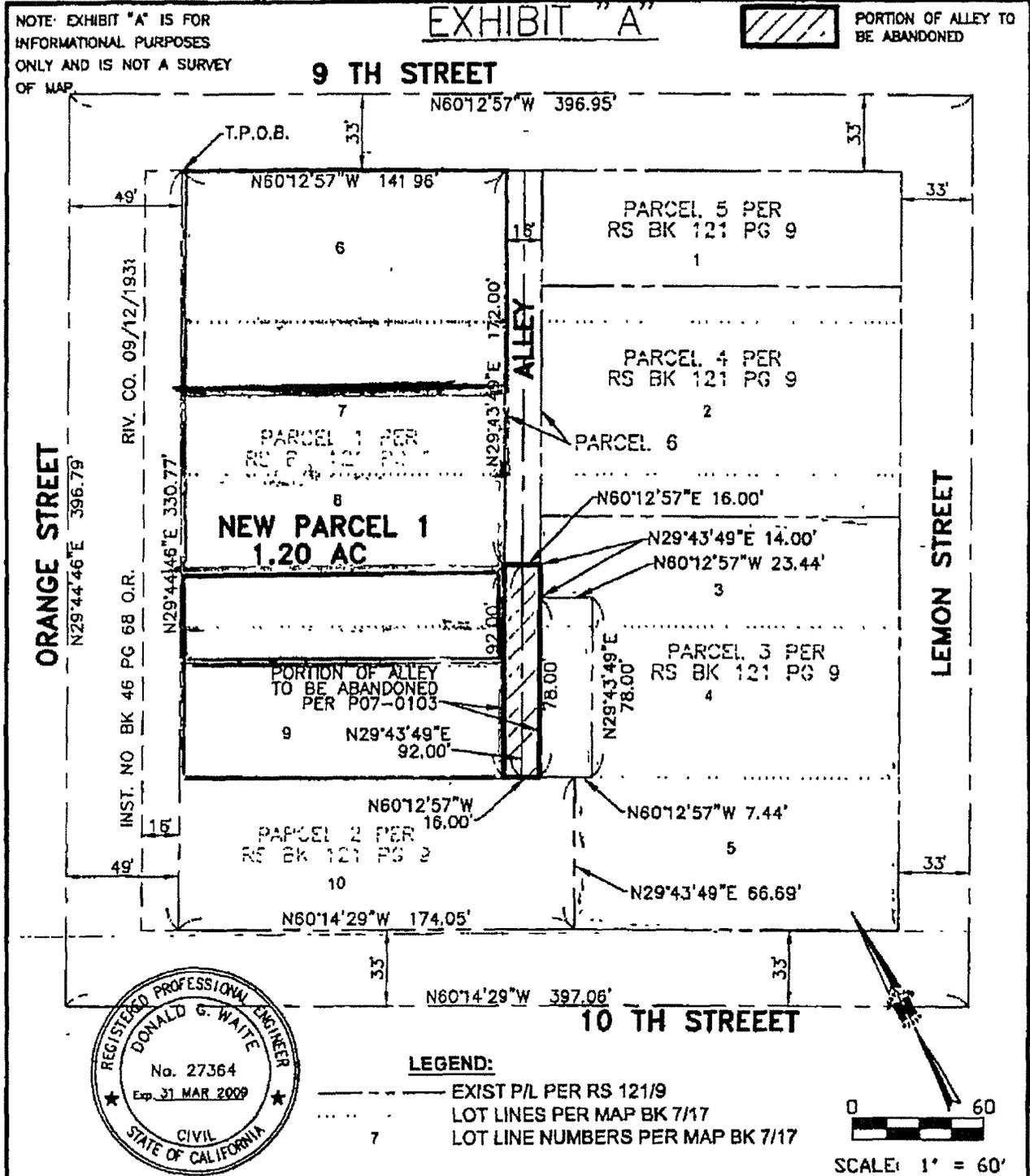


NOTE: EXHIBIT "A" IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SURVEY OF MAP.

EXHIBIT "A"



PORTION OF ALLEY TO BE ABANDONED



PREPARED BY: ID: # Silagi.RivOrange



WESTLAND CIVIL, INC.
 CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS
 550 ST. CHARLES DR, SUITE 208, THOUSAND OAKS, CA, 91360
 (805) 485-1330 FAX: (805) 448-9125

PORTION OF ALLEY TO BE ABANDONED
CITY OF RIVERSIDE, CA
 DATE SUBMITTED: 10/23/2007 SHEET 2 OF 2

Re Pcl. C (per 153/81 Deeds)

DX1478

24-8
39-2
4

RECEIVED
JUL 21 2008
DEVELOPMENT DEPARTMENT

DX1478

CERTIFICATION

PURSUANT TO THE PROVISIONS OF GOVERNMENT CODE 27361.1
I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE
FOLLOWING IS A TRUE COPY OF ILLEGIBLE WORDING FOUND IN
THE ATTACHED DOCUMENTS:

(PRINT OR TYPE THE WORDING BELOW):

49.5 N 60 56' 23" W 218727 38.92 30.42 100 101.41 VAC 1625983 12/72 60
120 90 30 MGD TRA 157.5 RIV CITY ORD 580

PCL A (PCL 2 121 RS 8-9 TO REDEV AGENCY 06-951911
PCL B (PCL 3 121 RS 8-9, TO COUNTY OF RIVESIDE 76-2892 % PCR. 644-425
EXC TO PCL B-SEE P. 6
RE PCL. C- PART OF 153-81 DEEDS- SEE P. 4

PARCEL 1 PER RS BL 121 PG 2

PARCEL 2 PER RS BK 121 PG 9

PARCEL 5 PER RS BK 121 PG 9

~~PARCEL~~
~~PARCEL 4 PER RS BK 121 PG 9~~

~~PARCEL~~
~~PARCEL 3 PER RS BK 121 PG 9~~

RE PCL C (PER 153/81 DEEDS)

DATE 8/19/08

SIGNATURE: 