

RECORDING REQUESTED BY:

Brownstein Hyatt Farber Schreck, LLP
2029 Century Park East, Suite 950
Los Angeles, California 90067
Attention: Julie Zalgison, Esq.

AND WHEN RECORDED MAIL TO:

Rio Venture Group, LLC
11 Madrigal
San Clemente, CA 92673

(Space Above This Line for Recorder's Use Only)

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (this "**Termination**") is effective as of _____, 2026 ("**Effective Date**"), by and among the CITY OF POMONA, a municipal corporation (the "**City**"), RIO VENTURE GROUP, LLC, a California limited liability company, as to an undivided 80% interest, and MASSOUD MOUSAVI AND ROKSANA BADKOUBEL, AS TRUSTEES OF THE MOUSAVI FAMILY TRUST DATED NOVEMBER 15, 2007, as to an undivided 20% interest, as tenants in common (collectively, "**Owner**") (each a "**Party**" and together the "**Parties**").

RECITALS

A. Owner owns certain real property commonly known as 8 Rio Rancho Road, Pomona, California 91766 (APN 8344-024-013) (the "**Property**").

B. A portion of the Property, as more particularly described on Exhibit A attached hereto (the "**Easement Area**"), is encumbered by that certain Easement recorded on December 3, 1987 as Instrument No. 87-1909785 in the Official Records of Los Angeles County, California (the "**Easement**"), which Easement Area is improved with a pylon sign (the "**Sign**").

C. The Parties desire to terminate the Easement and any related easements on the Property on the terms and conditions set forth in this Termination.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated by reference into this Termination.

2. Termination of Easement. Effective as of the Effective Date, the Parties hereby agree that (a) the Easement is terminated and shall be of no further force and effect, (b) any easements granted under the Easement are terminated and shall be of no further force and effect, including, without limitation, any easements for the use of the Sign and related improvements on the Property, and any easements for ingress and egress thereto, and (c) the Parties shall have no further rights, obligations or liabilities under the Easement.

3. Quitclaim of Sign. Concurrently with the recording of this Termination, the City shall record a quitclaim deed in the Official Records of Los Angeles County, California, transferring all of the City's right, title, and interest, if any, in and to the Sign and related improvements to Owner.

4. Owner Acknowledgment. Owner acknowledges and agrees that this Termination does not entitle Owner to any new or unique permissions for the Sign. The Sign will continue to remain subject to all applicable rules and regulations of the Pomona City Code and the Pomona Zoning and Development Code. For avoidance of doubt, Owner may continue to use, maintain, and operate the Sign to the extent permitted under the Pomona City Code, the Pomona Zoning and Development Code, and applicable law.

5. -Miscellaneous.

(a) No Presumption Against Drafting Party. The Parties have cooperated in the preparation of this Termination and have had the benefit of advice from counsel of their choice and, therefore, agree that this Termination shall not be construed for or against any Party.

(b) Severability. If any portion of this Termination is held invalid or inoperative, then so far as is reasonable and possible and does not materially change any of the Parties' rights or obligations under this Termination, the remainder of this Termination shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

(c) Governing Law. This Termination shall be interpreted and governed under the laws of the State of California without regard to choice of law principles.

(d) Attorneys' Fees. In the event of any dispute arising out of or relating to this Termination, the prevailing party shall be entitled to recover all reasonable costs, charges, and expenses, including reasonable attorneys' fees and expert costs and fees, expended or incurred in connection therewith whether or not such dispute such dispute proceeds to court judgment or other final proceeding.

(e) Entire Agreement. This Termination and the quitclaim deed dated on or about the date hereof constitute the entire agreement of the Parties with respect to the subject matter hereof, and any and all other written or oral agreements, understandings or representations relating thereto are terminated and cancelled in their entirety and are of no further force or effect.

(f) Headings; Interpretation. Any headings, articles and/or section references herein are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Termination.

(g) Counterparts. This Termination may be executed in any number of identical counterparts, each of which shall be an original, and all of which shall constitute one and the same document.

(h) Successors and Assigns. This Termination is intended to and shall be binding upon the Parties and their respective trustees, beneficiaries, executors, heirs, successors and assigns.

(i) Further Assurance. Whenever and so often as requested by a Party, the non-requesting Party or Parties shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and fully vest in such requesting party the interests, privileges, and rights conferred or intended to be conferred by this Termination. The Parties agree that a Party's request for a quitclaim deed in recordable form to extinguish

any easements created pursuant to the deed shall be deemed “necessary or reasonably required,” and the requesting Party shall prepare the quitclaim deed(s) and pay for any notary and recording fees.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Termination to be executed and delivered as of the day and year first above written.

CITY:

CITY OF POMONA,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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.

State of _____)
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 _____

OWNER:

RIO VENTURE GROUP, LLC,
a California limited liability company

By: _____

Name: Peter J. Hercz

Title: 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.

State of _____)

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 _____

OWNER:

MASSOUD MOUSAVI, TRUSTEE OF
THE MOUSAVI FAMILY TRUST
DATED NOVEMBER 15, 2007

ROKSANA BADKOUBEI, TRUSTEE
OF THE MOUSAVI FAMILY TRUST
DATED NOVEMBER 15, 2007

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State of _____)
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 _____

Exhibit A

Legal Description of Easement Are

That portion of Parcel 5 of Parcel Map No. 17353, In the City of Pomona, County of Los Angeles, State of California, as per Map filed In Book 189, pages 63 to 67 inclusive of Maps, in the office of the Recorder of said County, described as follows:

Beginning at that northwesterly corner of said Parcel 5 which is the point of Intersection of those two lines in the boundary of said Parcel 5, the first line is shown on said Parcel Map as being 43.25 feet long and bearing North 4 degrees 13' 37" East, and the second line is shown as being 69.29 feet long and bearing North 39 degrees 38' 52" West; thence North 4 degrees 13' 37" East, 43.25 feet; thence North 48 degrees 06' 08" East, a distance of 50.00 feet to the beginning of a radial curve concave westerly and having a radius of 80.00 feet; thence southeasterly, southerly, and southwesterly along said curve through a central angle of 92 degrees 15' 00", a distance of 128.81 feet; thence radial to said curve North 39 degrees 38' 52" West, 50.00 feet to the POINT OF BEGINNING.