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Recording Requested by and
 When Recorded Mail to:
 Regents of the University of
 California,
 Attn: Real Estate Services Group,
 1111 Franklin Street,
 Oakland, CA 94607.

DOC # 2002-025299

01/15/2002 08:08A Fee:NC

Page 1 of 10

Recorded in Official Records

County of Riverside

Gary L. Ores

Assessor, County Clerk & Recorder



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OUR FILE 12025391-1167

APR 213-301-007, 008 + 009 SPACE ABOVE THIS LINE
 FOR RECORDING USE

TRA 009-033

DTT: J

DX-1610



**GRANT DEED
 [WITH RESTRICTIONS]**

For valuable consideration, receipt of which is hereby acknowledged, **THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic (the "GRANTOR"), hereby grants and conveys to **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California corporation, on behalf of its Riverside Campus (the "GRANTEE"), those certain contiguous parcels of real property (the "Site") which are commonly known as Assessor's Parcel Nos. 213-301-007, 213-301-008, and 213-301-009, located within the City of Riverside, County of Riverside, State of California, as more particularly described in the legal description, and as depicted on the diagram, that are attached hereto and incorporated herein by reference, respectively, as **Exhibit "A" [Legal Description]** and **Exhibit "B" [Diagram]**.

RECITALS

A. The purpose of this conveyance is to facilitate Grantee's creation of the "UCR/Barbara & Art Culver Center for the Arts" ("Culver Center"), which is envisioned to be an interactive arts facility in accordance with a donative intent of the Leadership and Challenge Gift received by Grantee for the Culver Center.

B. This conveyance is in accordance with the Amended and Restated Redevelopment Plan for the Merged Downtown/Airport Industrial Development Projects (the "Redevelopment Plan"). The Redevelopment Plan and related documents are public records on file in the offices of the City Clerk of the City of Riverside located at 3900 Main Street, Riverside, California 92522.

C. This conveyance is also in accordance with that certain Memorandum of Understanding dated December 28, 2001 ("MOU") entered into by the Grantor and Grantee. The MOU and related documents are public records on file in the offices of the City Clerk of the City of Riverside located at 3900 Main Street, Riverside, California 92522. Unless otherwise specified herein, all terms used in this Grant Deed shall have the meaning ascribed to them in the MOU.

D. In compliance with Health & Safety Code § 33431, this Site has been conveyed to the Grantee by the Grantor after approval of the transaction by Grantor's governing board at a duly noticed public hearing. The Grantor's governing board has determined that this conveyance will assist in the elimination of blight and is consistent with the implementation plan adopted by Grantor pursuant to Health & Safety Code § 33490.

E. Grantee also acknowledges that, in accordance with the requirements of Health and Safety Code § 33435, 33436 and 33437, Grantor has required Grantee to make certain covenants restricting Grantee's holding and use of the Site as reflected in this Grant Deed.

NOW, THEREFORE, the Grantee covenants, agrees, and declares for itself, its successors, and its assigns that the Site shall be held and subject to the Restrictions of this Grant Deed as described below:

RESTRICTIONS

1. **Restrictions Run With the Land.** The restrictions ("Restrictions") set forth herein are limitations on the ownership and use of the land as provided in Civil Code § 784. The Restrictions are made for the direct benefit of the Site, are appurtenant to the estate conveyed to the Grantee herein, and shall run with the land and be binding upon the Grantee and its successors and assigns as provided in Civil Code § 1460 through § 1468. These Restrictions benefit, and may be enforced by, the Agency, the City of Riverside ("City"), and their respective successors or assigns. Grantee expressly acknowledges and agrees that the Restrictions are reasonable restraints on Grantee's right to own and use the Site and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation.

2. **Use In Conformity With Redevelopment Plan.** It is the understanding of Grantor and Grantee that Grantee is exempt from the application of the City's regulations and the Redevelopment Plan. Grantee acknowledges that (a) Grantor is making a significant financial contribution to the acquisition of the Site by Grantee and toward the relocation of the Displaced Person, and (b) without such financial contribution by Grantor, Grantee would not be able to proceed with the Project. Without in any way limiting the provisions of the first sentence of this Section 2, Grantee acknowledges that Grantor is only able to make such financial contribution pursuant to the terms and in a manner consistent with the applicable redevelopment law. Accordingly, Grantee acknowledges that California Health and Safety Code § 33437 requires that the Site be used for the purposes designated in the Redevelopment Plan. As such, Grantor hereby finds and agrees that the Project, as it is currently envisioned in the Memorandum of Understanding, is consistent with the Redevelopment Plan.



3. **Discrimination Prohibited.** In accordance with Health & Safety Code § 33435, the rental, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site (or any part thereof) shall not be restricted on the basis of race, color, creed, religion, sex, marital status, ancestry, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome [AIDS], the Human Immune Deficiency Virus [HIV], or conditions relating thereto), of any person or group of persons, and Grantee shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*) as they may now exist or as they may hereafter be amended, repealed and reenacted, or otherwise modified. The Grantee shall not 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.

4. **Nondiscrimination and Nonsegregation Clauses.** In accordance with Health & Safety Code § 33436, any deeds, leases, or contracts which are proposed to be, or which are, entered into with respect to the rental, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site (or party thereof), shall be subject to, and shall expressly contain, nondiscrimination or nonsegregation clauses in substantially the following form:

4.1 **In Deeds:** "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*) as they may now exist or as they may hereafter be amended, repealed and reenacted, or otherwise modified, and 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, national origin, familial status, physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome [AIDS], the Human Immune Deficiency Virus [HIV], or conditions relating thereto), in the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself, or any person claiming under or through it, establish or permit any such practice or practices or 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."

4.2 **In Leases:** "The lessee covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that it shall comply with the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*) as they may now exist or as they may hereafter be amended, repealed and reenacted, or otherwise modified, and 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, national origin, familial status, or physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome [AIDS], the Human Immune Deficiency Virus [HIV], or conditions relating thereto), in the rental, leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased, nor



shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased.”

4.3 **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, ancestry, national origin, familial status, or physical disability, mental disability, or medical condition (including, but not limited to, Acquired Immune Deficiency Syndrome [AIDS], the Human Immune Deficiency Virus [HIV], or conditions relating thereto), in the rental, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land or premises affected by this instrument, nor shall the contracting or subcontracting party or parties, or other transferees under this instrument, or any person claiming under or through it, violate the applicable anti-discrimination provisions of the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) and the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*) as they may now exist or as they may hereafter be amended, repealed and reenacted, or otherwise modified, nor establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land. This provision shall obligate the contracting and subcontracting party or parties, and other transferees under this instrument or any person claiming under or through it.”

5. **Speculation in Land Prohibited.** In accordance with Health & Safety Code § 33437 and § 33437.5, the Grantee shall hold and use the Site in such a manner as to prevent real estate speculation and/or excess profittaking in the Site within the meaning of California Health and Safety Code § 33437.5 as that section exists on the date of this Grant Deed or as it may thereafter be amended, repealed and reenacted, or otherwise modified

6. **Use of City of Riverside Utilities.** Grantee agrees to purchase from the City (including its constituent utility agencies) electrical service, and all other utility services, for the Site and any buildings, structures, fixtures, or equipment thereon, as are available for purchase from the City (including its constituent agencies), at the same rates and under the same conditions as those set forth in the First Amended and Restated Strategic Energy Partnership Agreement Between the University of California Riverside and the City of Riverside, dated May 22, 2001, as amended by the Second Amendment and as amended from time to time.

7. **Effect and Duration of Restrictions.** The Restrictions shall remain in effect as follows: (i) the Restrictions set forth in Section 2 [Use In Conformity With Redevelopment Plan] and Section 5 [Speculation in Land Prohibited] of this Grant Deed shall remain in effect until expiration of the Redevelopment Plan and all amendments thereto that extend the life of the Plan; (ii) the Restrictions regarding non-discrimination and non-segregation (as set forth in Sections 3 and 4 of this Grant Deed) shall remain in effect in perpetuity; and (iii) the Restrictions regarding City utilities (as set forth in Section 6 of this Grant Deed) shall remain in effect until such utility service is no longer available for purchase from the City.

8. **Remedies Resulting From Enforcement of Restrictions.** The Grantee covenants and agrees that the disposition of the Site and completion of the Project in accordance



with the MOU is of a special and unique kind and character such that if there is a breach by the Grantee of any Restriction embodied in this Grant Deed, the Grantor would not have an adequate remedy at law. Therefore, the Grantee covenants and agrees that the Grantor's rights may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California. The Grantor shall have no obligation to enforce these Restrictions and shall have no liability for not enforcing the same.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed by themselves or by their respective officers duly authorized this 14th day of January, 2002.

GRANTOR

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE

By: [Signature]
Robert C. Wales
Executive Director

ATTESTATION

By: [Signature]
Agency Clerk Secretary

APPROVED AS TO FORM

By: [Signature]
Agency General Counsel

The Grantee hereby accepts the Site and approves each of the Restrictions set forth in this Grant Deed.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]
PATRICIA L. TRIVETTE
SECRETARY

[Requires Notarization]

PROVED AS TO FORM
[Signature]
JAMES D. HOLT
UNIVERSITY COUNSEL
OF THE UNIVERSITY OF CALIFORNIA

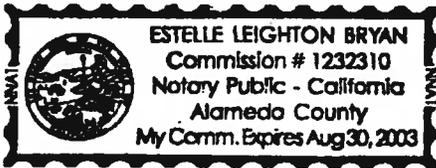


CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On JANUARY 10, 2002 before me, Estelle Leighton Bryan, Notary Public, personally appeared PATRICIA L. TRIVETTE



personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Estelle Leighton Bryan, Notary Public

OPTIONAL

Though the information is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attachment Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

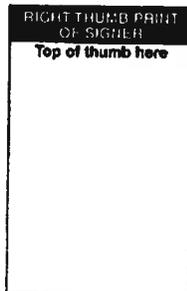
Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing:

Signer is Representing:



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

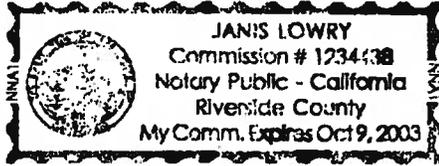
County of Riverside

} ss.

On January 14, 2002, before me, Janis Lowry, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert C. Wales and Colleen J. Nicol
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Janis Lowry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

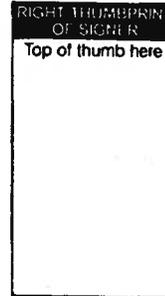
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

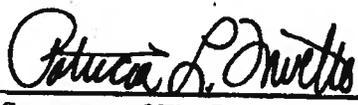


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**SECRETARY'S CERTIFICATE OF THE REGENTS'
ACCEPTANCE OF A CONVEYANCE OF REAL
PROPERTY AND ITS CONSENT TO RECORDATION**

This is to certify that the interests in real property situated in Riverside County, California, described as follows: 3834 Main Street (APN 213-301-007); 3866 Main Street (APN 213-301-008); and 3870 Main Street (APN 213-301-009), Riverside, conveyed by Grant Deed dated 1-14-02, from THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, to THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation, is hereby accepted by the undersigned officer on behalf of The Regents of the University of California pursuant to authority delegated under Standing Order 100.4(gg) of The Regents of the University of California, adopted May 21, 1993 and amended July 15, 1994, March 15, 1996, October 14, 1999 and January 18, 2001, and the grantee hereby consents to recordation thereof by its duly authorized officer.

DATED: 1-14-02


Secretary of The Regents of the
University of California



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EXHIBIT A

PARCEL A:

LOTS 3, 4, 5 AND 6 AND THE SOUTHERLY 2 INCHES OF LOT 2 OF DAVIS' SUBDIVISION OF BLOCK 8, RANGE 6 OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

PARCEL B:

COMMENCING AT A POINT ON THE EASTERLY SIDE OF MAIN STREET, 100 FEET NORTHERLY FROM THE SOUTHWESTERLY CORNER OF BLOCK 8, RANGE 6, AS SHOWN BY MAP OF THE TOWN OF RIVERSIDE, ON FILE IN BOOK 7 PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTHERLY ALONG SAID EASTERLY SIDE OF MAIN STREET, 20 FEET;
THENCE EASTERLY AT A RIGHT ANGLE TO MAIN STREET, 157 FEET TO THE WESTERLY LINE OF AN ALLEY;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID ALLEY, 20 FEET;
THENCE AT A RIGHT ANGLE WESTERLY, 157 FEET TO THE POINT OF BEGINNING;

ALSO DESCRIBED AS THE NORTHERLY RECTANGULAR 20 FEET OF LOT 7, AS SHOWN BY MAP OF DAVIS SUBDIVISION OF SAID BLOCK 8, RANGE 6 ON FILE IN BOOK 1 PAGE 65 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AND ALL APPURTENANCES THEREON;

TOGETHER WITH THE RIGHT TO USE THE MOST WESTERLY 100 FEET OF THAT CERTAIN WALL AS LOCATED AT OR NEAR OR IMMEDIATELY ADJOINING THE NORTHERLY LINE OF THAT CERTAIN REAL PROPERTY CONVEYED HEREBY, SAID RIGHT OF USAGE TO BE FOR A WALL NOT EXCEEDING IN HEIGHT THAT OF A TWO STORY BUILDING.

PARCEL C:

LOTS 8, 9, 10 AND 11 AND SOUTHERLY RECTANGULAR 4 FEET OF LOT 7 OF DAVIS SUBDIVISION OF BLOCK 8, RANGE 6 OF RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 65 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



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Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Janis Lowry

Commission #: 1234438

Place of Execution: Riverside

Date Commission Expires: 10-9-03

Date: 1-15-02

Signature: KL [Signature]



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