

FREE RECORDING-
Exempt Pursuant to
Government Code S6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: City Clerk's Office

DOCUMENTARY TRANSFER TAX \$ _____

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

DOC # 2003-078314

3/2003 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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Signature of Declarant or Agent determining tax - Firm Name

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DP

QUITCLAIM DEED

15060

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MBK RIVERSIDE MARKETPLACE PARTNERS, LTD., a California limited partnership (herein called "Grantor"),

hereby quitclaims to

THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, CALIFORNIA (herein called "Agency" or "Grantee"),

all of its right, title and interest, if any, in and to all that real property and improvements, if any, situated in the City of Riverside, County of Riverside, State of California, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

1. The Property is being conveyed by Grantor to Grantee hereby subject to (i) that certain Agreement Containing Covenants Affecting Real Property dated September 26, 1990, by and between Grantor and the Redevelopment Agency of the City of Riverside, California (the "Agency"), (ii) that certain Owner Participation Agreement dated December 21, 1989, by and between the Agency and Birtcher Campbell Properties II, a California general partnership, as predecessor-in-interest to Grantor, as amended by (w) that certain First Implementation Agreement dated September 25, 1990, (x) that certain Second Implementation Agreement dated September 17, 1991, (y) that certain Third Implementation Agreement dated September 30, 1993, and (z) that certain Agreement dated December 19, 1995 (as amended, the "OPA"), and (iii) the Central Industrial Redevelopment Plan approved and adopted by the City Council of the City of Riverside on November 1, 1977, by Ordinance No. 4471 and amended by Ordinance No. 5239 on November 27, 1984 (as amended, the "Redevelopment Plan").

2. The Grantee herein covenants by and for himself, his successors 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 sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall 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.

All deeds and leases made relative to the Property, the improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination clauses:

- a. In deeds: "The grantee herein covenants by and for itself, its 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 sex, marital status, race, color, religion, creed, national origin or ancestry in the 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 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 itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the Lessee 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, sublessees, subtenants or vendees in the land herein leased."

3. Except as otherwise provided, the Property shall remain subject to the covenants, terms and conditions set forth in the OPA referenced in paragraph 1 of this Grant Deed until the termination date of the Redevelopment Plan. The covenants against discrimination contained in paragraph 2 of this Grant Deed shall remain in perpetuity.

4. Effective upon the delivery of this Quitclaim Deed to Agency, Agency hereby waives any and all rights to acquire property pursuant to the terms of that certain Agreement between the City of Riverside, the Agency and Birtcher Riverside Marketplace Partners, Ltd., dated for reference purposes as of December 19, 1995.

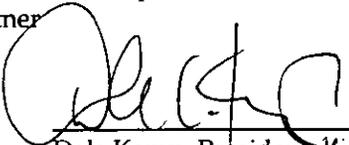
In the event of any express conflict between this Grant Deed and the OPA, the provisions of this Quitclaim Deed shall control.



IN WITNESS WHEREOF, Grantor and Grantee have executed this Quitclaim Deed as of January 10, 2003.

"GRANTOR"
MBK RIVERSIDE MARKETPLACE PARTNERS,
LTD., a California limited partnership

By: MBK RIVERSIDE MARKETPLACE, INC.,
a California corporation, sole General
Partner

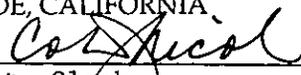
By: 
Dale Kemp, President Vice President, CFO

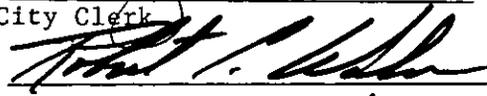
ACCEPTANCE BY GRANTEE

The provisions of this Quitclaim Deed are hereby approved and accepted.

"GRANTEE"

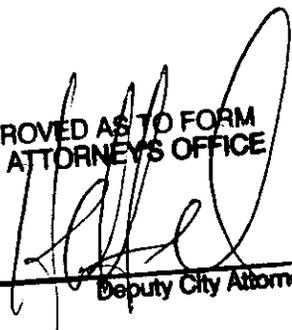
THE REDEVELOPMENT AGENCY OF THE CITY OF
RIVERSIDE, CALIFORNIA

Attest: 
City Clerk

By: 

Name: Robert C. Warner

Its: Executive Director

APPROVED AS TO FORM
CITY ATTORNEYS OFFICE
BY 
Deputy City Attorney

By: _____

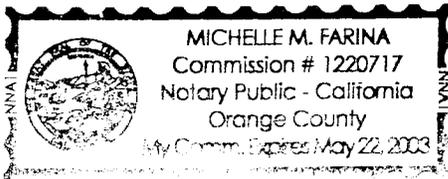
Name: _____

Its: _____

STATE OF CALIFORNIA)
COUNTY OF Orange)

On January 10, 200~~2~~³, before me, the undersigned, a notary public, personally appeared Dale Kemp, 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 the person acted, executed the instrument.

WITNESS my hand and official seal.



(Notarial Seal)

Michelle M. Farina
Notary Public

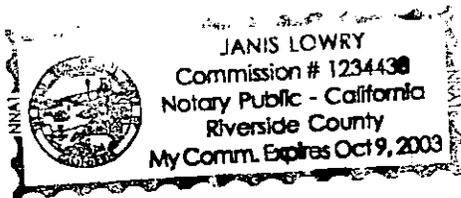
Michelle M. Farina
Name (Typed or Printed)



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On JANUARY 28, 2003, 2002, before me, the undersigned, a notary public, personally appeared ROBERT C. LINES & COLEEN J. NISSETT, 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 the person acted, executed the instrument.

WITNESS my hand and official seal.



Janis Lowry
Notary Public
JANIS LOWRY
Name (Typed or Printed)

(Notarial Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2002, before me, the undersigned, a notary public, personally appeared _____, 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 the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Name (Typed or Printed)

(Notarial Seal)



EXHIBIT "A"
TO
GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

PARCEL 13 AS SHOWN ON PARCEL MAP NO. 26301 PER MAP FILED IN BOOK 176 OF PARCEL MAPS, PAGES 72 THROUGH 81, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.

EXCEPT THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOT KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHTS TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OF METHODS SUITABLE TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, BOTH WITHOUT ENTERING UPON OR USING THE SURFACE OF THE LANDS HEREBY CONVEYED, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY THE GRANTEE, AS RESERVED IN DEEDS RECORDED SEPTEMBER 8, 1961 AS INSTRUMENT NOS. 77021 AND 77022, BOTH OF OFFICIAL RECORDS.

