

**STEWART TITLE-Riverside**

**DOC # 2013-0286161**

When recorded mail to:

06/17/2013 08:00 AM Fees: \$0.00

City Clerk's Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Page 1 of 11  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: CARAGON

**FREE RECORDING**

This instrument is for the benefit  
Of the City of Riverside and is  
entitled to be recorded without  
fee (Government Code §6103)

**FOR RECORDER'S OFFICE USE ONLY**

*Transfer Tax \$0.00*  
*Government Entity R&T 11922*  
Project: Mt. Rubidoux Cross  
*Portion of APN: 187-020-004-0*  
*TRA# 009-000*

**DX- 1633**

**QUITCLAIM DEED WITH RESTRICTIONS AND  
RESERVATION OF EASEMENTS**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City" or "Grantor"), does hereby RELEASES, REMISES AND QUITCLAIMS to RIVERSIDE LAND CONSERVANCY, a California nonprofit corporation ("Grantee") any and all right, title and interest City may have in and to the real property located in the City, at Mt. Rubidoux, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference ("Property");

TOGETHER WITH a non-exclusive easement for access purposes to and from the Property, through any of the Mt. Rubidoux entrances and roads, as described in Exhibit "A" ("Access Easement"). The Access Easement may be used only for pedestrian access and vehicular access to the Property and for no other purpose. Grantee shall have no right to alter or improve the Access Easement without the prior written approval of Grantor, which may be given or withheld in Grantor's sole discretion.

SUBJECT TO the following easements, covenants, conditions, restrictions and agreements set forth below:

**PART I**

FROM THE PROPERTY CONVEYED HEREUNDER THERE IS EXCEPTED AND RESERVED the following permanent easement:

01180-24635

An access easement in perpetuity for the use and benefit of the general public and City for free and unrestricted access through, over and across the entire Property to the adjoining City owned real property commonly referred to as Mt. Rubidoux excluding the Property (the "City Property" or "Mt. Rubidoux").

## PART II

THIS QUITCLAIM DEED IS MADE UPON AND ACCEPTED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS:

A. As a material part of the consideration for the sale of the Property and pursuant to the laws of the State of California (including, without limitation, Section 1460 et seq. of the Civil Code), Grantee, on behalf of itself and its successors and assigns, its and their tenants and licensees, and all persons claiming by and through them, agrees and covenants with City, its successors and assigns, and for the benefit of the City Property that (i) the use of the Property shall be restricted in perpetuity solely to open space use in its natural, scenic condition, and for no other use, (ii) from and after the date hereof, no buildings, improvements or other structures that serve any commercial, industrial or residential purpose may be constructed on the Property, or any portion thereof, as more specifically provided below, (iii) the general public will have free and unrestricted access through, over and across the entire Property, (iv) Grantee will maintain the Property in a safe manner consistent with the uses and restrictions set forth herein.

B. The following uses and conditions though not an exhaustive recital of inconsistent uses and conditions, are inconsistent with the purposes of the covenants set forth above and shall be prohibited upon or within all or any portion of the Property:

1. The change, disturbance, alteration, or impairment of the wildlife habitat or other natural, ecological, wildlife, scenic and open space features and values within and upon the Property, except as may occur due to natural disaster or as otherwise required in connection with reasonable health and safety concerns.

2. Any residential, commercial or industrial uses or activities of any kind or nature whatsoever within, upon or from the Property.

3. The construction or placement within or upon the Property, except as required in connection with reasonable health and safety concerns, of (i) any structure or facility that serves any commercial, industrial or residential purpose whatsoever, whether in whole or in part, directly or indirectly, and whether any such structure or facility is temporary or permanent in nature, including without limitation any transmitting facility; (ii) billboards, signs or advertising of any kind or nature whatsoever; (iii) fences or other barriers of any kind or nature whatsoever; or (iv) any structure or facility within or upon the Property that in any way impairs the natural, scenic and open space condition of the Property.

4. The filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploration for or extraction of oil, gas, hydrocarbons, minerals, soils, sand, gravel, rock or other materials from or upon the Property.

5. The dumping or other disposal or storage of refuse, trash or other material, or of any hazardous or toxic waste, material, discharge or contamination, upon or about the Property.

6. Hunting or trapping of any animals within or about the Property, except as reasonably necessary for health and safety.

7. Any limitation or restriction on the general public's or City's easement for free and unrestricted access through, over and across the entire Property.

8. Should the Cross currently on the Property remain there, it shall not be illuminated nor in any way lit through any source of artificial illumination, direct or indirect.

C. No City, state, federal or any other government funds may be used in connection with the Property so long as the Cross remains on the Property, including without limitation, funds for the purchase or maintenance of the Property.

D. Grantee, on behalf of itself and its successors and assigns, its and their licensees and invitees, and all persons claiming by and through them, further covenants with City, its successors and assigns, and for the benefit of the City Property, that Grantee shall at all times keep the Property free from any and all nuisances, and shall promptly remove any graffiti.

E. Grantee, on behalf of itself and its successors and assigns, its and their licensees and invitees, and all persons claiming by and through them, further covenants with City, its successors and assigns, and for the benefit of the City Property, that Grantee shall protect the natural, scenic and open-space condition of the Property and City Property. Without limiting the foregoing, Grantee shall not engage in or permit any activity or use on the Property by any other person or entity that would be injurious or detrimental to the public access to the Property, the natural, scenic and open-space condition of the Property and City Property, would create a public or private nuisance on the Property, or would violate any of the foregoing easement, covenants, conditioning or restrictions.

F. Grantee acknowledges that in connection with and as part of the conveyance of the Property, the City will be erecting signs on the City property to clearly demark and distinguish the City property from the Property conveyed herein as separate from the City property. To further accomplish this demarcation, Grantee shall allow City to post signs on the Property and elsewhere, to clearly demark and distinguish the Property conveyed herein as private property.

G. The purposes of the easements, restrictions and covenants set forth in Part I and Part II hereof are to assure that the Property will be retained forever in its natural, scenic and open-space condition, to protect the natural, scenic and open-space condition of the Property including the adjoining City Property and the other conservation values of the Property, and to prevent any use of the Property that will impair or interfere with those values. Except as limited by the terms hereof, Grantee shall have the right to exercise or enjoy any and all rights as owner of the Property that are not inconsistent with the purposes of the restrictions contained herein.

H. Grantee may, in its discretion, take reasonable steps to maintain, remove, repair, or replace the existing Cross, so long as neither the size nor the visibility of the Cross is increased in any manner.

### PART III

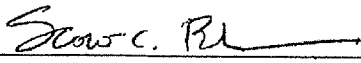
A. City and Grantee intend that the benefits and burdens of all of the covenants, agreements, conditions and restrictions in Parts I and II of this Deed shall run with the land in perpetuity and that all of the benefits and burdens of all Parts of this Deed shall be binding upon and inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns. This Deed's covenants, agreements, conditions, and restrictions in Parts I and II are for the benefit of the City Property. No failure by City to insist upon the strict performance of any obligation of Grantee hereunder or to exercise any right, power or remedy arising out of a violation of any restrictions herein, irrespective of the length of time for which such violation continues, shall constitute a waiver of such violation or of City's right to demand strict compliance with such restriction. If any restriction or other provision contained in this Deed or the application thereof to any circumstance is at any time in the future held by a court of competent jurisdiction to be invalid, unenforceable or void to any extent, then the remainder of this Deed or the application of such restriction or other provision to such Circumstance, other than the circumstance as to which it is determined invalid, unenforceable or void, shall not be affected, and each other restriction and provision of this Deed shall be valid and enforced to the fullest extent permitted by law. Grantee acknowledges that City would not have sold the Property unless the Property were burdened by the covenants, agreements, conditions and restrictions contained herein.

B. City recognizes that the public generally are interested parties in this Property transfer. Accordingly, any violation of any the covenants, agreements, conditions, and restrictions contained herein would significantly affect the interests of said interested parties. Therefore, any of these interested parties shall have the full and equal right to enforce the covenants, agreements, conditions, and restrictions contained herein. Enforcement may be by court action, upon giving 30-days written notice to the City of Riverside to allow City to seek a remedy of any alleged violation or bring a court action to remedy any alleged violation.


C. The provisions contained in this deed shall constitute a continuing obligation of any future owner of the property, and shall constitute a covenant running with the land. Any transfer of the Property shall include provisions binding future owners to abide by the covenants, conditions, and restrictions contained herein.

Dated: May 1, \_\_\_\_\_, 2013

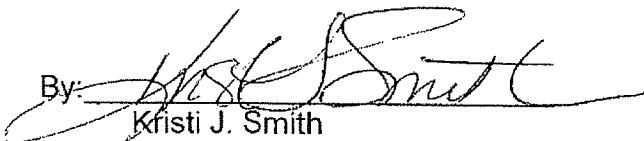
CITY OF RIVERSIDE, a California  
charter city and municipal corporation

By:   
Scott C. Barber  
City Manager

Attest:

By:   
Colleen J. Nicol  
City Clerk

Approved as to form:

By:   
Kristi J. Smith  
Supervising Deputy City Attorney

GENERAL ACKNOWLEDGEMENT

State of California

County of Riverside

ss

On May 1, 2013, before me Lorena Verduasco,  
(date) (name)

a Notary Public in and for said State, personally appeared

Scott C. Barber  
Name(s) of Signer(s)

personally known to me - OR -  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.



Lorena Verduasco  
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

( ) Attorney-in-fact  
( ) Corporate Officer(s)  
Title \_\_\_\_\_  
Title \_\_\_\_\_

( ) Guardian/Conservator  
( ) Individual(s)  
( ) Trustee(s)

( ) Other  
\_\_\_\_\_  
\_\_\_\_\_

( ) Partner(s)  
( ) General  
( ) Limited

The party(ies) executing this document is/are representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GENERAL ACKNOWLEDGEMENT

State of California

ss

County of Riverside

On May 1, 2013, before me Lorena Verducco,  
(date) (name)

a Notary Public in and for said State, personally appeared

Colleen J. Nicol  
Name(s) of Signer(s)

personally known to me - OR -  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.



Lorena Verducco  
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

( ) Attorney-in-fact  
( ) Corporate Officer(s)  
Title \_\_\_\_\_  
Title \_\_\_\_\_

( ) Guardian/Conservator  
( ) Individual(s)  
( ) Trustee(s)

( ) Other  
\_\_\_\_\_  
\_\_\_\_\_

( ) Partner(s)  
( ) General  
( ) Limited

The party(ies) executing this document is/are representing:  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
Mt Rubidoux

THAT CERTAIN REAL PROPERTY INTEREST IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 314 AS SHOWN ON MAP OF LOT 314 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY ON FILE IN MAP BOOK 5, PAGE 142 THEREOF, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF THIRTEENTH STREET AND REDWOOD AVENUE;

THENCE SOUTH 29°40'03" WEST, ALONG THE CENTERLINE OF REDWOOD AVENUE A DISTANCE OF 397.39 FEET TO THE CENTERLINE INTERSECTION OF FOURTEENTH STREET;

THENCE NORTH 47°41'16" WEST, A DISTANCE OF 1827.29 FEET TO A CHISELED "X" IN A STEEL RAIL SOUTHEAST OF A STONE WALL AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 50°05'54" WEST, A DISTANCE OF 133.19 FEET TO A CHISELED "X" IN THE TOP OF A LARGE BOULDER NORTH OF A STONE WALL;

THENCE SOUTH 64°37'10" WEST, A DISTANCE OF 17.02 FEET TO A THE TOP OF A 2" IRON PIPE LYING HORIZONTAL IN THE NORTHWEST FACE OF A STONE WALL;

THENCE SOUTH 11°53'32" WEST, A DISTANCE OF 161.57 FEET TO A BOLT IN A DRILL HOLE IN A LARGE BOULDER;

THENCE SOUTH 36°49'59" EAST, A DISTANCE OF 80.02 FEET TO A CHISELED "X" IN THE TOP OF A LARGE BOULDER;


THENCE NORTH 35°32'30" EAST, A DISTANCE OF 176.99 FEET TO THE TRUE POINT OF BEGINNING.

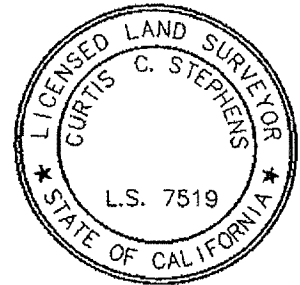
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACROSS THOSE ROADWAYS AS CURRENTLY CONSTRUCTED LYING WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED AS PARCEL ONE AND PARCEL A AS CONVEYED TO THE CITY OF RIVERSIDE AND RECORDED IN BOOK 1837 PAGE 112, OFFICIAL RECORDS OF RIVERSIDE COUNTY; EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DOCUMENT RECORDED JUNE 29, 1954 AS INSTRUMENT 31420 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. VEHICULAR INGRESS AND EGRESS SHALL BE COORDINATED WITH THE PARKS,

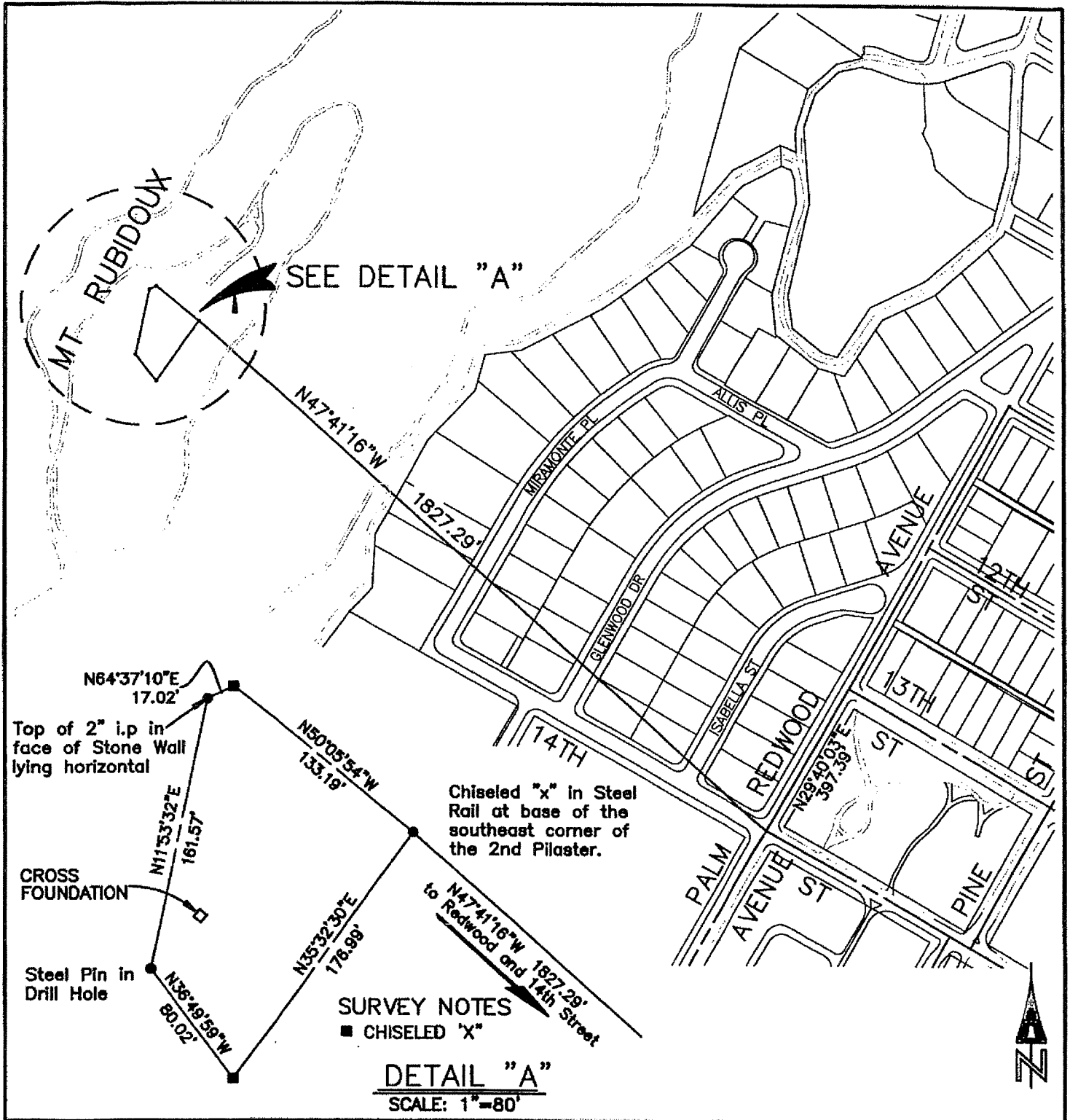


RECREATION AND COMMUNITY SERVICES DEPARTMENT OF THE CITY OF RIVERSIDE.

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

Curtis C. Stephens 2/12/13 Prep.   
Curtis C. Stephens, L.S. 7519 Date





• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

NOT TO SCALE

DRAWN BY: CS

DATE: 2/11/2013

SUBJECT: MT RUBIDOUX

DX1633

ORDER NO: 01180-24635

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED, READS AS FOLLOWS:

NAME OF NOTARY: Lorena Vendusco

DATE COMMISSION EXPIRES: Feb. 12, 2017

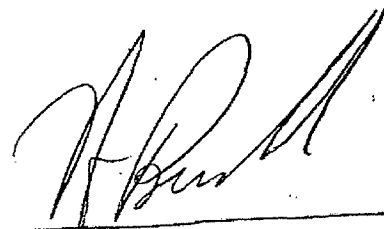
NOTARY IDENTIFICATION NUMBER: 2007435  
(FOR NOTARIES COMMISSIONED AFTER 01/01/1992).

MANUFACTURER / VENDOR IDENTIFICATION NUMBER: NNNA  
(FOR NOTARIES COMMISSIONED AFTER 01/01/1992)

COUNTY OF COMMISSION: Riverside County

PLACE OF EXECUTION OF THIS DECLARATION: Riverside, CA

TODAYS DATE: 6-14-2013



SIGNATURE

Norm Bordick

STEWART TITLE OF CALIFORNIA

DX1633