

**RECORDING REQUESTED BY
and WHEN RECORDED MAIL TO:**

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 902522



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Project: March JPA - Police Facility
APN: Portion of 294-100-002
098-008

Exempt from Recording Fees per Govt. Code §27383
Exempt from Documentary Transfer Tax per Calif. Rev. & Tax. Code §11922

D - 15863



**GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**MARCH JOINT POWERS AUTHORITY, a joint powers authority established
under the laws of the State of California ("Grantor")**

does hereby grant and convey to

**CITY OF RIVERSIDE, a municipal corporation of the State of California
("Grantee")**

all that certain real property situated in the County of Riverside, State of California and more fully described in EXHIBIT A and depicted in EXHIBIT B attached hereto and incorporated herein by reference ("**Property**"), subject to, for the benefit of Grantor, the terms, conditions, and covenants and restrictions running with the land set forth herein.

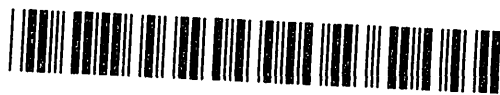
1. Conveyance Subject to Terms of Certain Memorandum of Understanding. The Property is conveyed subject to that certain Memorandum of Understanding to Convey Property to The City of Riverside for a Policy Facility entered into November 17, 2005 by and between Grantor (as Authority therein) and Grantee (as City therein) (the "**Agreement**"). The provisions of the Agreement are incorporated into this Grant Deed by this reference and are deemed to be a part of this Grant Deed, as though fully set forth in this Grant Deed. All terms indicated to be defined terms in this Grant Deed by initial capitalization and not defined in this Grant Deed shall have the meaning ascribed to the same term in the Agreement. This conveyance is made in full satisfaction of the obligations of Grantor under the Agreement to transfer the Property to Grantee, and in lieu of and in full satisfaction of the obligations of LNR to offer to dedicate the Property to Grantee under the Development Agreement.

2. **Determination of Suitability.** By its acceptance of this Grant Deed, as evidenced by its certificate of acceptance affixed hereto, Grantee hereby agrees that pursuant to the Agreement, and within the time prescribed in the Agreement, it will determine whether the Property is suitable for the development of a Police Facility.

3. **Covenants, Conditions and Restrictions.** The Property is conveyed by Grantee to Grantor for the express purpose of development, maintenance and use as provided in the Agreement. By its acceptance of this Grant Deed, as evidenced by its certificate of acceptance affixed hereto, Grantee covenants and agrees by and for itself, its assigns, and all voluntary and involuntary successors in interest (other than the Grantor) to the Property, or any part thereof, that the Property shall be developed, maintained and used as provided in the Agreement and shall be put to no use other than the uses specified in the Agreement.

4. **Covenants, Conditions and Restrictions Run with the Land.** The covenants, conditions and restrictions set forth in this Grant Deed shall run with the land and are expressly declared to be for the benefit and in favor of the Grantor, regardless of whether the Grantor is or remains an owner of any land or interest in land to which such covenants, conditions and restrictions relate.

[signature on following page]



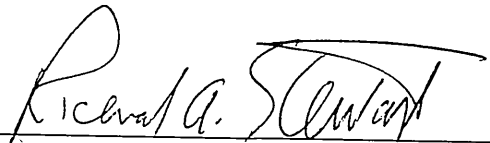
**SIGNATURE PAGE TO
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

IN WITNESS WHEREOF, Grantor has caused this Grant Deed Containing Covenants, Conditions and Restrictions to be executed by its authorized representative(s) on this 6th day of Oct, 2006.

GRANTOR:

MARCH JOINT POWERS AUTHORITY,
a joint powers authority established under the laws
of the State of California

By:

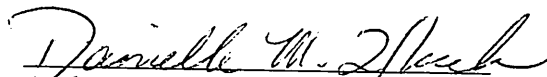


Richard A. Stewart

Its:


Chairman

ATTEST:


Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP


Authority Counsel

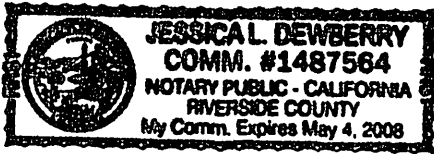


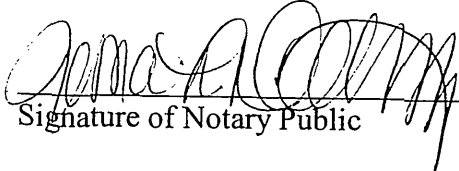
NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On Oct 10th, 2006 before me, Jessica L. Dewberry, notary public, personally appeared Richard A. Stewart, 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.

WITNESS my hand and official seal.




Signature of Notary Public

ATTACHED TO: GRANT DEED CONTAINING
 COVENANTS, CONDITIONS
 AND RESTRICTIONS





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

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: Jessica L. Dewberry

Commission #: 1487564

Place of Execution: Riverside County

Date Commission Expires: 5-4-08

Date: 10/10/06

Signature: A Van

Print Name: Amelia M. Vailin



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10/11/2006 08:00A
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LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Richard A. Stewart

Date: 10/10/00

Signature: A. Vail

Print Name: Amelia M. Vailu'u



**EXHIBIT A TO
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

Legal Description of Property

[attached behind this page]



Legal Description

Exhibit "A"

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK 71 OF THE ALLESANDRO TRACT, PER MAP AS FILED IN BOOK 6 OF MAPS PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 28, DISTANT THEREON SOUTH 00°36'28" WEST 1058.62 FEET FROM THE NORTHWEST CORNER THEREOF BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°23'32" EAST 223.67 FEET, THENCE NORTH 00°35'22" EAST 271.37 FEET; THENCE SOUTH 89°24'38" EAST 276.40 FEET TO A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 811.00 FEET; THENCE EASTERLY 144.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°12'33" TO A RADIAL LINE OF SAID CURVE WHICH BEARS NORTH 10°47'55" EAST; THENCE SOUTH 31°39'39" WEST 221.03 FEET; THENCE SOUTH 58°20'21" EAST 283.42 FEET; THENCE SOUTH 31°39'39" WEST 99.10 FEET; THENCE SOUTH 21°48'19" WEST 197.30 FEET; THENCE SOUTH 11°56'39" WEST 199.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1439.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 01°03'29" EAST; THENCE WESTERLY 11.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°28'07"; THENCE NORTH 89°24'38" WEST 599.05 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE NORTH 00°36'28" WEST 541.63 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.



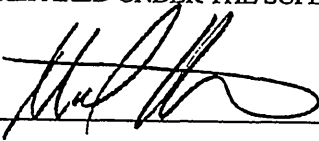
2006-0748533
10/11/2006 08:00A
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CONTAINING 10.702 ACRES MORE OR LESS

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

PREPARED UNDER THE SUPERVISION OF:



MICHAEL JAMES KNAPTON


10/17/05
DATE

P.L.S. 8012

EXPIRES 12/31/06



DESCRIPTION APPROVAL:


_____ 10/10/06
MARK S. BROWN DATE
CITY SURVEYOR

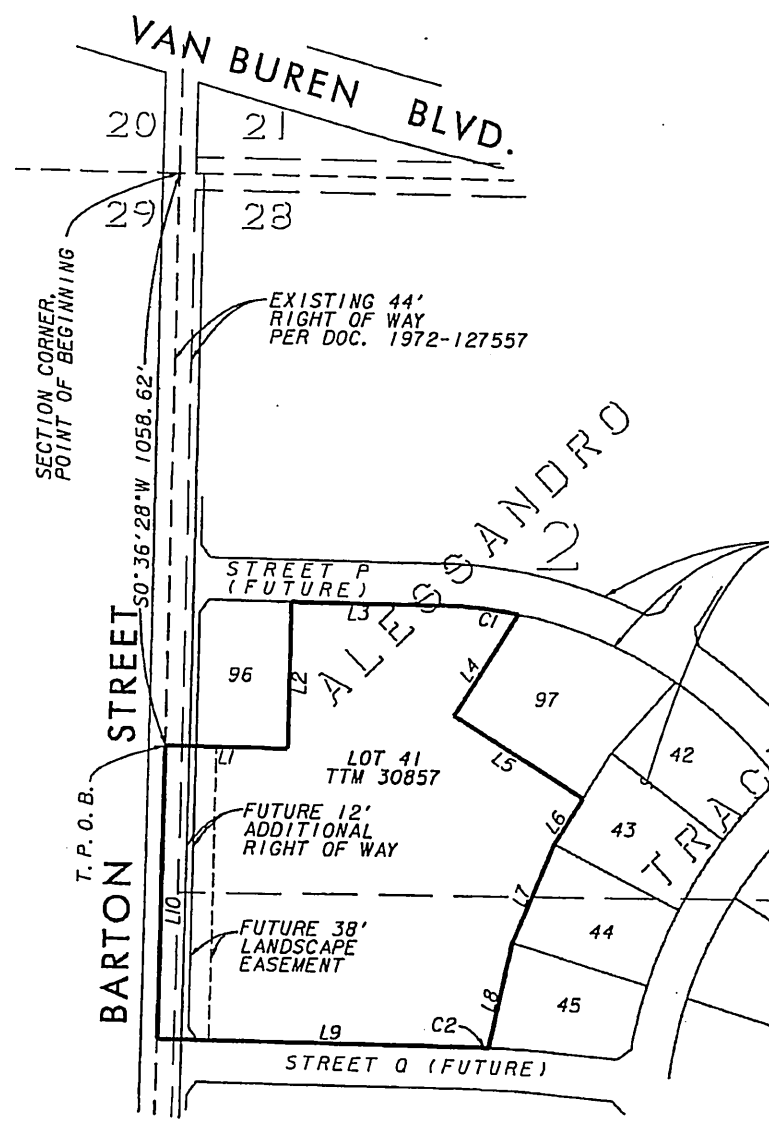


**EXHIBIT B TO
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

Depiction of Property

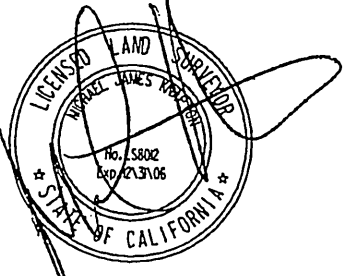
[attached behind this page]





LINE TABLE			
NO.	Δ OR BRG.	RADIUS	LENGTH
L1	S89°23'32"E		223.67'
L2	N0°35'22"E		271.37'
L3	S89°24'38"E		276.40'
L4	S31°39'39"W		221.03'
L5	S58°20'21"E		283.42'
L6	S31°39'39"W		99.10'
L7	S21°48'19"W		197.30'
L8	S11°56'39"W		199.64'
L9	N89°24'38"W		599.05'
L10	N0°36'28"E		541.63'

CURVE DATA			
NO.	Δ OR BRG.	RADIUS	LENGTH
C1	Δ 10°12'33"	811.00'	144.51'
C2	Δ 0°28'07"	1439.00'	11.77'



Scale: 1"=300'

Kimley-Horn and Associates, Inc.
 Engineering, Planning and Environmental Consultants
 517 Fourth Avenue - Suite 301 - San Diego, Co. - 92101
 Tel: (619) 234-9411 Fax: (619) 234-9433

Exhibit B
Lot 41, Tentative Tract Map 30857, South
City of Riverside Police Station Facility
 October 13, 2005



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 10/11/2006 08:00A
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15863

**CITY OF RIVERSIDE
CERTIFICATE OF ACCEPTANCE OF
GRANT DEED
CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed Containing Covenants, Conditions and Restrictions dated 10-6-2006 to which this Certificate of Acceptance is attached,

from: **MARCH JOINT POWERS AUTHORITY, a joint powers authority established under the laws of the State of California ("Grantor")**

to: **CITY OF RIVERSIDE, a municipal corporation of the State of California ("Grantee")**

is hereby accepted by the undersigned officer on behalf of the City Council of said Grantee pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005 and the Grantee consents to recordation of said Grant Deed by its duly authorized officer.

Dated: 10-10-2006

GRANTEE:

CITY OF RIVERSIDE, a municipal corporation
of the State of California

By:

Amelia M. Vailin

Its:

Amelia M. Vailin
Real Property Manager

APPROVED AS TO FORM

Mark Smith
SUPERVISING DEPUTY CITY ATTORNEY

