

**RECORDING REQUESTED BY:** )  
Redevelopment Agency of the City of Riverside )  
3900 Main Street )  
Riverside, California 92522 )

**AFTER RECORDATION, MAIL TO )  
AND MAIL TAX STATEMENTS TO:** )

Riverside Housing Development Corporation )  
4250 Brockton Avenue, Suite 200 )  
Riverside, CA 92501 )

Recorded Date: 11-8-01  
Instrument: 2001-554051  
Initials: AL

(Spac. \_\_\_\_\_,  
(Exempt from Recording Fees Per Govt Code  
Section 6103)

**GRANT DEED**

**DX-1477**

For valuable consideration, receipt of which is hereby acknowledged, the **REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic, organized and acting under the Community Redevelopment Law of the State of California (the "Grantor") hereby grants to **RIVERSIDE HOUSING DEVELOPMENT CORPORATION**, a California nonprofit public benefit corporation (the "Grantee"), certain real property hereinafter referred to as the "Property" situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

1. The Property is being conveyed by the Grantor to increase, improve and preserve the community's supply of low to moderate income housing available at an affordable housing cost pursuant to that certain Disposition and Development Agreement by and between Grantor and Grantee dated September 20, 2001 (the "Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meaning as those used in the Agreement.

2. The Grantee covenants by and for itself, its successors and assigns, and all persons claiming under or through it, 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, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property 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 Property.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her 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 race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer,

use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, 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 himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“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, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, 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 premises herein leased.”

- c. 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, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, 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 of the premises.”

3. The nondiscrimination and nonsegregation covenants contained in Section 2 of this Grant Deed shall remain in effect in perpetuity.

4. To the fullest extent permitted by law or equity, the covenants and agreements contained in this Grant Deed shall, without regard to technical classification or designation, legal or otherwise, be binding on the Grantees’ successors and assigns and run for the benefit and in favor of and enforceable by the Grantor, the City and their successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or the City is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

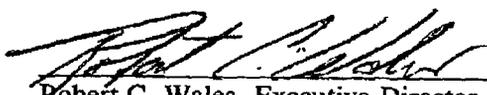
5. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions,

restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. Only Grantor and the City, their successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed. For purposes of this Section 6, successors and assigns of the Grantee shall mean only those parties who hold all or any part of the Property in fee title, and does not include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity holding less than a fee interest in the Property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 20<sup>th</sup> day of September, 2001.

**REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic

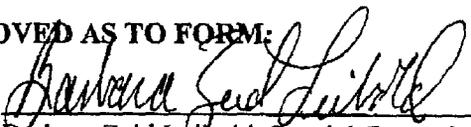
By:   
Robert C. Wales, Executive Director

"GRANTOR"

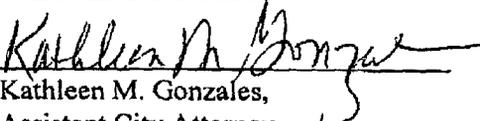
**ATTEST:**

By:   
Colleen J. Nicol, Agency Secretary

**APPROVED AS TO FORM:**

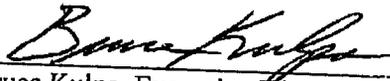
By:   
Barbara Zeid Leibold, Special Counsel  
VanBlarcom, Leibold, McClendon & Mann, P.C.

**APPROVED AS TO FORM:**

By:   
Kathleen M. Gonzales,  
Assistant City Attorney

The undersigned Grantee accepts title subject to the covenants hereinabove set forth.

**RIVERSIDE HOUSING DEVELOPMENT CORPORATION**, a California nonprofit public benefit corporation

By:   
Bruce Kulpa, Executive Director

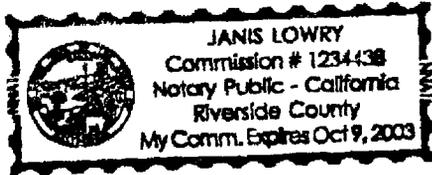
**"GRANTEE"**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of RIVERSIDE } ss.

On November 5, 2001, before me, JANIS LOWRY, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared ROBERT C. WALKS and KELLY PALMER,  
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.

WITNESS my hand and official seal.

Janis Lowry  
Signature of Notary Public

Place Notary Seal Above

**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: \_\_\_\_\_

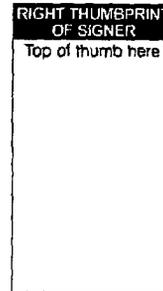
Signer(s) Other Than Named Above: \_\_\_\_\_

**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: \_\_\_\_\_



DX 1477

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**[See Attached]**

09/17/01

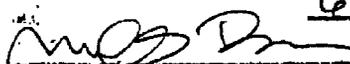
DX1477

**EXHIBIT A**

City of Riverside to REDEVELOPMENT AGENCY

THAT CERTAIN REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 22 OF TRACT 4147, AS SHOWN BY MAP ON FILE IN MAP BOOK 72, PAGES 53 THROUGH 55 THEREOF, RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

DESCRIPTION APPROVED 6, 11, 01  
  
SURVEYOR, CITY OF RIVERSIDE



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside } ss.

On 9-27-01, before me, \_\_\_\_\_

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce Kulpe

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.

WITNESS my hand and official seal.

Gae Lynn Galvan  
Signature of Notary Public

Place Notary Seal Above

**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: \_\_\_\_\_

Grant Deed

Document Date: \_\_\_\_\_

9-20-01

Number of Pages: \_\_\_\_\_

5

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: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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