

NOTIARY PUBLIC

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Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

Redevelopment Agency of the City of Riverside 3900 Main Street, 5th Floor Riverside, California 92522 Attention: Michelle Davis

AFTER RECORDATION, MAIL TO AND MAIL TAX STATEMENTS TO:

TELACU Housing-Riverside II, Inc. 5400 East Olympic Blvd., Suite 300 Los Angeles, California 90022 Attention: Tom F. Provencio

Table with columns: S, R, U, PAGE, SIZE, DA, MISC, LONG, RFD, COPY. Row 1: 1, 11, 465, 426, PCOR, INCOR, SMF, NCHD, EXAM. Row 2: T, CTY, UNI, 03

APN 11349410 145-240-002-2

DX 1496

This document is exempt from recording fees pursuant to Government Code Section 6103

T 043

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, this 19th day of June, 2008, the REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic ("Grantor") hereby grants to TELACU HOUSING-RIVERSIDE II, INC., a California nonprofit public benefit corporation ("Grantee"), certain real property hereinafter referred to as the "Site" 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, subject to the existing covenants, conditions, restrictions, reservations and easements of record described therein.

1. The Site is being conveyed by the Grantor pursuant to that certain Disposition and Development Agreement by and among the City of Riverside, the Grantor and the Grantee dated for identification purposes as of June 4, 2008 (the "Agreement"), a copy of which is on file with the Secretary of the Grantor as a public record and which is incorporated herein by reference. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as those used in the Agreement.

2. Grantor excepts and reserves from the conveyance herein described all interest of the Grantor in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Site or other lands, but without, however, any right to use either the surface of the Site or any portion thereof within five hundred (500) feet of the surface for any purpose or

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purposes whatsoever, or to use the Site in such a manner as to create a disturbance to the use or enjoyment of the Site.

3. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee shall devote the Site only to residential uses for Qualified Tenants as specified in the Agreement and that certain Regulatory Agreement entered into by and between the Grantor and the Grantee dated for identification purposes as of June 19, 2008 and recorded against the Site (the "Regulatory Agreement"). The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee shall develop, use and operate the Project upon the Site in accordance with the Agreement and the Regulatory Agreement.

4. For the period from the date of recordation of this Grant Deed up to the recordation by the Grantee of the Release of Construction Covenants for the Project:

a. The Grantor has the additional right, at its election, to reenter and take possession of the Site (or any part thereof), with all improvements thereon, and terminate and revest in the Grantor the estate hereby conveyed to the Grantee if the Grantee (or its successors in interest) shall:

(i) subject to the extensions of time set forth in Section 9.9. of the Agreement, fail to start the construction of the Project as required by the Agreement for a period of thirty (30) days after written notice of default thereof from the Grantor; or

(ii) subject to the extensions of time set forth in Section 9.9. of the Agreement, abandon or substantially suspend construction of the Project as required by the Agreement for a period of thirty (30) days after written notice thereof from the Grantor; or

(iii) contrary to the provisions of Section 2.3 of the Agreement, transfer or suffer any involuntary transfer of the Site or any part thereof in violation thereof.

The periods set forth in paragraphs (i), (ii) and (iii) above shall be extended if, within thirty (30) days after notice is delivered by the Grantor, the Grantee delivers to the Grantor notice that it has elected to submit a plan to cure such default or defaults within one hundred twenty (120) days of the Grantee's notice.

b. The right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit: (i) any mortgage or deed of trust or other security interest permitted by the Agreement; or (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages or deeds of trust or other security interests.

c. Upon recordation by the Grantee of a Release of Construction Covenants for the Project, the Grantor's right to reenter, terminate and revest shall terminate.

d. Upon the revesting in the Grantor of title to the Site as provided in this Section 4, the Grantor shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the Grantor shall find feasible and consistent with the

objectives of such law to a qualified and responsible party or parties as determined by the Grantor, who will assume the obligation of making or completing the Project, or such improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the Site. Such party shall be required to pay for a pro rata share of the cost of construction, maintenance and operation of the common area improvements upon the Site. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by the Agreement, shall be applied:

(i) First, to reimburse the Grantor, on its own behalf or on behalf of the Grantor, all costs and expenses incurred by the Grantor, excluding the Grantor's staff costs, but specifically including (but not limited to) any expenditures by the Grantor in connection with the revesting, management and resale of the Site or part thereof (but less any income derived by the Grantor from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which the Grantee has not paid; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time of revesting of title thereto in the Grantor, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project or any part thereof on the Site, and any amounts otherwise owing the Grantor, and, in the event additional proceeds are thereafter available.

(ii) Second, to reimburse the Grantee, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site at the time of the reentry and possession, less (b) any net gains or income withdrawn or made by the Grantee from the Site or the improvements thereon.

(iii) Any balance remaining after such reimbursements shall be retained by the Grantor as its property.

e. The rights established in this Section 4 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Grantor hereby conveys the Site to the Grantee for affordable housing purposes, particularly for development of the Project and not for speculation in land.

f. Section 4 is not applicable during the term of the HUD Capital Advance Documents (as such documents are defined in the Agreement).

5. 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 Site and the Project, 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 Site and the Project.

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

- a. In deeds: "Except as otherwise required by HUD Section 202 Program Requirements, 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: "Except as otherwise required by HUD Section 202 Program Requirements, 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: "Except as otherwise required by HUD Section 202 Program Requirements, 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.”

6. Except as otherwise provided, the covenants contained in this Grant Deed shall remain in effect in accordance with the terms and conditions of the Regulatory Agreement. The covenants against discrimination contained in Section 5 of this Grant Deed shall remain in effect in perpetuity.

7. 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 shall be enforceable by the Grantor and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor 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.

8. 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 permitted by the Agreement; provided, however, that any successor of Grantee to the Site 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.

9. Only Grantor, its 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 Site 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, or to subject the Site to additional covenants, easements, or other restrictions. For purposes of this Section 9, successors and assigns of the Grantee means only those parties who hold all or any part of the Site 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 Site.

10. Notwithstanding anything herein to the contrary, in the event the Secretary of the U.S. Department of Housing and Urban Development (hereinafter "Secretary") should take title to the Site through foreclosure, deed-in-lieu of foreclosure, or otherwise, all covenants, conditions and restrictions set forth in this Grant Deed shall cease and terminate and be of no further force or effect.

Notwithstanding anything herein to the contrary, in the event any provision in this Grant Deed tends to contradict, modify or in any way change the terms of the HUD Regulatory Agreement encumbering the real property described therein to be entered into between the Secretary and the Developer, the terms of the HUD Regulatory Agreement shall prevail and govern; or if any provision of this Grant Deed in any way tends to limit the Secretary in his administration of the Housing Act of 1959, as amended, or the regulations pursuant thereto, this Grant Deed shall be

deemed amended as to comply with the Act, the regulations and the aforementioned HUD Regulatory Agreement.

Notwithstanding any statement in this Grant Deed to the contrary, no amendments to this Grant Deed shall be effected without the prior written approval of the Secretary, his successor or assigns during the term of the HUD Capital Advance Documents.

Any monies owed to the Grantor by the Grantee during the term of the HUD Capital Advance Documents shall be paid only from residual receipts as defined in the HUD Regulatory Agreement and as approved in writing by HUD.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, as of the date first written above.

**"GRANTOR"**

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

By:

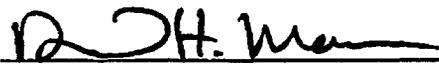
  
\_\_\_\_\_  
Executive Director  
Michael J. Beck

**ATTEST:**

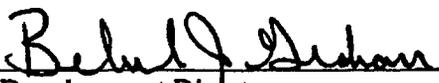
  
\_\_\_\_\_  
Agency Secretary  
Colleen J. Nicol

**APPROVED AS TO FORM:**

LEIBOLD McCLENDON & MANN, P.C.

  
\_\_\_\_\_  
David H. Mann, Special Counsel

**CONCURS WITH:**

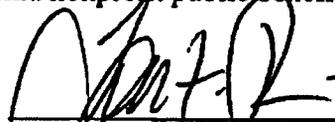
  
\_\_\_\_\_  
Development Director

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

**"GRANTEE"**

**TELACU HOUSING-RIVERSIDE II, INC., a**  
California nonprofit public benefit corporation

By:

  
\_\_\_\_\_  
Its: TREASURER TOM F. PROVENZIO

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

APN 145-240-002-2

THE EASTERLY 5 ACRES OF THE SOUTHERLY 15 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID SOUTHERLY 15 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 12, A DISTANCE OF 495.00 FEET;

THENCE WESTERLY, AT A RIGHT ANGLE, A DISTANCE OF 1320.00 FEET TO A POINT ON THE WESTERLY LINE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTHERLY, AT A RIGHT ANGLE, A DISTANCE OF 495.00 FEET;

THENCE EASTERLY, AT A RIGHT ANGLE, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM SAID EASTERLY 5 ACRES, THE EASTERLY 33.00 FEET, AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED JUNE 24, 1969, OFFICIAL RECORDS OF SAID COUNTY;

ALSO EXCEPTING FROM SAID EASTERLY 5 ACRES THE SOUTHERLY 259 FEET THEREOF.

PHYSICAL ADDRESS:  
4030 HARRISON STREET  
RIVERSIDE, CA 92503

65-6

DX1496

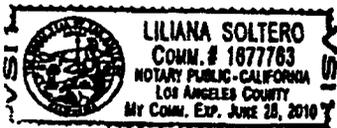
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 County of Los Angeles ) SS

On June 6, 2008, before me, Liliana Soltero, Notary Public, personally appeared Tom F. Provencio, who 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.



[Handwritten Signature]  
 SIGNATURE OF NOTARY

**OPTIONAL**

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><b>Capacity claimed by signer:</b></p> <p><input type="checkbox"/> Individual</p> <p><input checked="" type="checkbox"/> Corporate Officer(s)</p> <p><input type="checkbox"/> Partner(s)</p> <p style="padding-left: 20px;"><input type="checkbox"/> General    <input type="checkbox"/> Limited</p> <p><input type="checkbox"/> Attorney-in-fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Guardian/Conservator</p> <p><input type="checkbox"/> Other:</p>	<p><b>Description of Attached Document:</b></p> <p><u>Grant Deed</u></p> <p>Title or Type of Document</p> <p><u>8</u></p> <p>Number of Pages</p> <p><u>June 6, 2008</u></p> <p>Date of Document</p>
<p><b>Signer is representing:</b></p> <p>Name of Person(s) or Entity(ies)</p> <p><u>TELACU Housing Rnerside II, Inc.</u></p>	<p>_____                  Signer(s) Other Than Named Above</p>

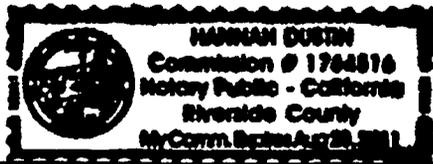
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 County of Riverside ) SS

On June 24, 2008, before me, Hannah Dustin, Notary Public, personally appeared Michael J. Beck and Colleen J. Nicol, who 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.



*Hannah Dustin*

SIGNATURE OF NOTARY

Expires: 8/28/2011

**OPTIONAL**

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><b>Capacity claimed by signer:</b></p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Corporate Officer(s)</p> <p><input type="checkbox"/> Partner(s)</p> <p style="padding-left: 20px;"><input type="checkbox"/> General    <input type="checkbox"/> Limited</p> <p><input type="checkbox"/> Attorney-in-fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Guardian/Conservator</p> <p><input type="checkbox"/> Other:</p> <p><b>Signer is representing:</b>                  Name of Person(s) or Entity(ies)</p> <p>_____</p>	<p><b>Description of Attached Document:</b></p> <p>_____</p> <p>Title or Type of Document</p> <p>_____</p> <p>Number of Pages</p> <p>_____</p> <p>Date of Document</p> <p>_____</p> <p>Signer(s) Other Than Named Above</p>
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ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Hannah Dustin

Date Commission Expires Aug 20, 2011

Notary Identification Number 1764516  
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number \_\_\_\_\_  
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration C.A.

Date 9/24/08

Sasha Wilson LandAmerica Commercial  
Signature (Firm name if any)